

ATASCOSA COUNTY  
COMMISSIONERS COURT  
REGULAR MEETING  
COMMISSIONERS COURTROOM, SUITE 203  
July 28, 2025  
9 a.m.

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

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

**AGENDA**

1. Judge Cude: Call to Order.
2. Judge Cude: Prayer; Pledge of Allegiance.
3. Public Comments:
4. Britni Van Curan: Discuss and/or take appropriate action regarding approval of an Interlocal Nueces River Authority, Travis Pruski Agreement between Atascosa County and the Nueces River Authority for grant funding for updated flood mapping within the Atascosa County portion of the Nueces River Authority region. As part of this agreement, Atascosa County is responsible for a local match in the amount of \$384,348.00, which will be paid to the Nueces River Authority over a 10-year period in annual installments of \$38,434.80.
5. Mike Pansza: Discuss and/or take appropriate action to approve the contract between EMC: Atascosa County and Rakowitz Engineering for the provision of engineering and surveying services related to the Texas COVID-19 Pandemic Award Contract Number 4485-0049. The total cost of the project is \$3,196,682.80. The federal share of this funding, amounting to \$2,877,145.20, is provided through the Hazard Mitigation Grant Program (HMGP). Atascosa County will cover the non-federal match requirement of \$319,682.80 through reimbursements from the subrecipients, pending County Attorney review and approval.
6. Loretta Holley: Discuss and/or take appropriate action concerning personnel: Tax Office:

Existing Employee: Arianna Davis  
Position: Deputy Clerk  
Pay Rate: \$21.15 hourly  
Salary Budget Area: 012-444-402  
Start Date: 07/28/2025  
Physical: n/a  
Drug Test: n/a

Existing Employee: Tristan Shannon  
Position: Deputy Clerk  
Pay Rate: \$21.15 hourly  
Salary Budget Area: 012-444-402  
Start Date: 07/28/2025  
Physical: n/a  
Drug Test: n/a

Existing Employee: Kristina Beavers  
Position: Deputy Clerk  
Pay Rate: \$21.15 hourly  
Salary Budget Area: 012-444-402  
Start Date: 07/28/2025  
Physical: n/a  
Drug Test: n/a

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

Existing Employee: Christopher Lewis  
Position: PRN Paramedic to Full-Time Entry  
Paramedic  
Pay Rate: 21.85/hr \$120/month Uniform Allowance  
Salary Budget Area: 041-400-430 041-400-489  
Start Date: 07/29/2025  
Physical: Complete  
Drug Test: Complete

Existing Employee: Brandon Johnson  
Position: PRN EMT to PRN Paramedic  
Pay Rate: \$22.00 hourly  
Salary Budget Area: 041-400-518  
Start Date: 07/29/2025  
Physical: Complete  
Drug Test: Complete

8. Sarah Rihn: Discuss and/or take appropriate action concerning personnel:  
Animal Control:

New Employee: Anthony Ramos  
Position: Kennel Tech  
Pay Rate: \$19.23 Hourly  
Salary Budget Area: 012-447-405

Start Date: 07/29/25

Physical: Pending

Drug Test: Pending

9. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for the Eisenhower Family on FM 1333 in Precinct 3.
10. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for Kielman/Benner on Mysti Ln. in Precinct 3.
11. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Pillar EFS on County Road 419 in Precinct 4.
12. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for EOG Resources on County Road 424 in Precinct 4.
13. Theresa Carrasco: County Clerk: Discuss and/or take appropriate action for approval of Commissioners' Court Minutes for May 2025.
14. Tracy Barrera: Auditor: Discuss and or take appropriate action to renew the Interlocal Agreement with the Regional Public Defender for Capital Cases for FY 2026-27. The annual amount due from Atascosa County is \$23,254.00, which is the same amount as the 2024-2025 agreement. If the interlocal is approved, then authorize Judge Weldon P. Cude to sign the Interlocal Agreement with the Regional Public Defender Office for Capital Cases on behalf of Atascosa County Commissioners Court.
15. Tracy Barrera: Auditor: Discuss and/or take appropriate action to approve the submission of the Unclaimed Property Capital Credits for Counties and, if approved, authorize County Judge Weldon P. Cude to sign the attached. This is an annual process, in conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.
16. Molly Solis: County Attorney: Discuss and/or take appropriate action to amend and/or publish notice of the Order Prohibiting Dumpsters within the Public Right of Way of Atascosa County and enforcement and penalties for violations of the Order.
17. Molly Solis, County Attorney: Jake Guerra, Sheriff: Discuss and/or take appropriate action to transfer the Digital Criminal Evidence Lab oversight and budget line item 012-404-758 MOBILE FORENSIC EXPENSE from the County Attorney's Office to the Sheriff's Office effective immediately.
18. Tracy Barrera: Auditor: Discuss and/or take appropriate action concerning personnel:

Existing Employee	Jace Allan
Position:	Juvenile Post-Detention Director
Pay Rate:	Bi-Weekly Salary \$3,792.31
Salary Budget Area:	139-400-401
Start Date:	08/04/2025
Physical:	N/A
Drug Test:	N/A

19. Comm. Riley: Discuss and/or take appropriate action concerning personnel:
- |                     |   |
|---------------------|---|
| Existing Employee:  | Timothy Gould                           |
| Position:           | Road Crew-Transfer from Pct.1 to Pct. 4 |
| Pay Rate:           | \$24.23 hourly                          |
| Salary Budget Area: | 024-400-402                             |
| Start Date:         | 07/28/2025                              |
| Physical:           | n/a                                     |
| Drug Test:          | n/a                                     |

20. **EXECUTIVE SESSION**

The Regular Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session according to Texas Government Code 551.071 Consultation with Attorney, 551.072 Deliberations about Real Property, and 551.074 Personnel Matters.

1. Discussion of Employee compensatory time overages.
2. Discussion on Pending Sale of Atascosa County-owned property located in McMullen County.
3. Discussion on Interlocal Agreements for Animal Control Services with the Cities of Pleasanton and Jourdanton.

21. **OPEN SESSION**

1. Employee compensatory time overages.
2. Discuss and Consider approval of Pending Sale Terms of Atascosa County-owned property in McMullen County.
3. Discuss and Consider action on the Interlocal Agreements for Animal Control Services with the Cities of Pleasanton and Jourdanton.

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

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

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

August 11, 2025.

25. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Friday, July 25, 2025.



Jessica Kidd, Court Coordinator

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 4.**

**Meeting Date:** 07/28/2025  
**Item Title:** Nueces River Authority Interlocal  
**Submitted For:** Britni Van Curan, Rural Development Director

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

Britni Van Curan: Discuss and/or take appropriate action regarding approval of an Interlocal  
Nueces River Agreement between Atascosa County and the Nueces River Authority for grant  
Authority, funding for updated flood mapping within the Atascosa County portion of the  
Travis Pruski Nueces River Authority region. As part of this agreement, Atascosa County is  
responsible for a local match in the amount of \$384,348.00, which will be paid to  
the Nueces River Authority over a 10-year period in annual installments of  
\$38,434.80.

**ATTACHMENTS**

Interlocal

This Project Management Agreement (“Agreement”) is entered into as of the day 28 of July 2025 (“the Effective Date”) by and between the Nueces River Authority (“Authority”) and the Atascosa County (“County”). Hereinafter, the Authority and County may at times each be referred to individually and without distinction as a “Party,” and collectively as the “Parties.”

#### RECITALS

WHEREAS, the Authority is a political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to Chapter 427, Acts of the 44th Legislature of the State of Texas, First Called Session, 1935, as amended;

WHEREAS, the County is a political subdivision of the State of Texas;

WHEREAS, the County has need for a Project (“Project”) and requests the assistance of the Authority to seek grant funding with a local match, a pro-rata portion to be funded by the County from the Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF); with grant and match funding to be used to update and enhance floodplain mapping; to improve flood risk management and guide future mitigation planning as recommended by the Amended 2023 Region 13 Nueces Regional Flood Plan; and seeks the assistance of the Authority to apply for grant funding, provide conduit financing for the County’s pro rata portion of the match; and assistance in providing grant and project management and administration.

WHEREAS, the Authority has agreed to provide assistance to the County for the Project in exchange for the Consideration Payment, as described in paragraph 2 below and Exhibit A herein; and

WHEREAS, in addition to the consideration provided in this Agreement, both the Authority and the County will benefit from improved development the Project consistent with both Parties’ underlying purposes;

NOW, THEREFORE, in recognition of the foregoing recitals, the truth of which the Parties acknowledge, and for and in consideration of the premises above and the respective promises and mutual covenants and benefits hereinafter set forth, the Parties contract and agree as follows:

1. The County agrees as follows:

a. Consideration Payment: The County is aware the Authority will receive a small portion of the grant as a “Consideration Payment” in exchange for the Authority’s obligations as described in Exhibit A herein. The Authority shall submit request to TWDB based on the progress of the project as grant monies are received.

b. Project Costs. The County shall be solely responsible for pro rata payment of all costs and expenses associated with, or arising out of, or related to, the Projects that are required by the scope of the project as detail in Exhibit B and not included pursuant to this contract. Such project costs, as applicable, shall be provided within 30 days of Authority invoices to the County. County will also be responsible for a prorated portion of the required match of the Texas Water Development Board (TWDB) Flood Infrastructure Fund as detailed in Exhibit C herein. Unless otherwise agreed in writing, the Authority shall have no liability or responsibility for the path exception of any cost or expense associated with, or

arising out of, or related to the Project with exception the consultants retained by the Authority to conduct the assessments.

c. Access to Records and Real Property. The County agrees to provide the Authority access to records and real property necessary for the Authority to perform its obligations under this Agreement. Such access may require the subsequent execution of easements and/or other real property instruments, of which the County shall cooperate fully.

d. Ongoing Cooperation. The County shall fully cooperate with the Authority in order to ensure the satisfactory completion of the Project. Furthermore, the County agrees to evaluate the Authority's recommendations and to take action for any and all formal approvals/County action that are required under the Project. Such actions may include, but are not limited to, the approval of recommended engineer/contractor, approvals of change orders, and actions as may be required by the funding agency pursuant to the contract implementation. The County will coordinate with the Authority for such County actions, with such actions not being unreasonably denied, withheld, or delayed.

2. The Authority agrees as follows:

a. Invoicing, and Reimbursement Process. The Authority shall complete the obligations of the County for funding and implementation, including reporting, information requests, invoicing, and financial coordination/withdrawal requests as required to be submitted to the County.

b. Retention of Primary Contractor and Engineer. The Authority shall conduct an appropriate process, in compliance with applicable law, and shall coordinate with the County in the selection of the primary contractor and engineer. Should joint approvals by both Parties' governing bodies become necessary for such selection and execution of respective agreements, the Authority and County shall coordinate such briefings and approvals.

c. Project Management. The Authority shall oversee the Project, and the County agrees that the primary contractor and engineer shall report directly to the Authority's designated representative. Such Project oversight will also include necessary meetings and communication discussions prior to any required process, during the Project implementation, and through the completed inspection activities. The Authority shall provide Project briefings to the County's designated representative upon the County's written request. In order to effectuate the Authority's Project Management obligations, and as necessary with the formal approval of the County, the Authority may enter into subsequent agreements with all necessary entities (including but not limited to the primary contractor) to govern obligations with such entities.

3. Good Faith Cooperation. The County and the Authority shall cooperate in good faith to implement the terms and provisions of this Agreement.

4. Duration. This Agreement shall terminate upon the County's final payment to the Authority of the Consideration Payment, which shall be provided no later than thirty (30) days after the Authority provides the County with written notice that the Project is substantially complete.

5. Insurance. (a) The Parties agree that all contractors and subcontractors performing work on the Project maintain the following insurance:

General Liability Insurance:

Bodily Injury \$500,000 per person  
Bodily Injury \$1,000,000 per occurrence  
Property Damage \$500,000 per occurrence  
Aggregate \$2,000,000

Workers Compensation: Statutory

Automobile Liability: \$1,000,000 policy limit

- (b) The County shall provide a letter of insurance in form acceptable to the Authority. The Authority, being self-insured, shall provide a letter of self-insurance in form acceptable to the County.
- (c) All required policies shall name Authority as an additional insured, except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance (as applicable). As proof of said insurance coverage, all contractors, and sub-contractors shall provide Authority valid certificates of insurance for the types and limits required herein, prior to commencing work on the Project. In addition, all required insurance shall contain a provision that coverage afforded under such policies will not be materially changed or canceled without at least thirty (30) days' prior written notice to Authority. The insurance requirements shall remain in effect throughout the term of this Agreement.

6. Miscellaneous Provisions

- a) Amendments. No modification, addition, deletion, revision, or other change to this Agreement shall be effective unless such change is reduced to writing and executed by both Parties.
- b) Assignability. This Agreement shall bind the Parties, and their legal successors, but shall otherwise not be assignable by either Party without the prior written consent of the other Party; but which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind such Party and shall apply to and bind any successors or assigns of such Party.
- c) Governing Law. This Agreement shall be governed by the Constitution and laws of the State of Texas.
- d) Jurisdiction/Venue. Any proceeding by either Party to construe, interpret, enforce, or terminate this Agreement shall be brought exclusively in a court of competent jurisdiction in **Atascosa County**, Texas.
- e) Third Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
- f) Authority to Execute Agreement. Each person signing on behalf of the Parties hereby confirms that she/he has the authority to execute this Agreement on behalf of the Party indicated by her/his signature and to bind such Party. The Parties further agree to execute such memoranda, documents, or agreements as may be required in the future to implement this Agreement.
- g) Entirety of the Agreement. This Agreement, together with all the Exhibits identified herein, contains the entire agreement of the Parties. No agreement, statement, or promise made by

any Party or by or to any employee, agent, or officer of any Party, which is not contained in this Agreement or Exhibits to it shall be valid, binding, or of any force or effect.

- h) Impact of Invalidity of a Provision in the Agreement. With the exception of any provision material to the Parties' execution of this Agreement, or to the extent it would otherwise frustrate the central purpose of this Agreement, if one or more provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- i) Notices. All notices, communications, documents, and other information required under the Agreement shall be personally delivered or mailed to the respective Parties by certified mail, return receipt requested at the addresses shown below, unless and until either Party is otherwise notified in writing by the other Party of a change in address. Notices sent by mail shall be deemed to have been received five (5) days following the date of mailing. The initial mailing addresses of Authority and County are as follows:

If intended for Authority, to:

Nueces River Authority  
Attn: John J. Byrum II, Executive Director  
539 South Highway 83 Uvalde, Texas 78801

If intended for County, to:

**Atascosa County**  
**Attn: The Honorable Weldon Cude, County Judge**  
1 Courthouse Circle Dr, Jourdanton, TX 78026

Either Party may change its mailing address by written notice to the other Party at least ten (10) days prior to the effective date of such change in its mailing address.

IN WITNESS WHEREOF, the Parties hereto, have caused this Agreement to be executed in several counterparts, each of which shall constitute an original, all as of the Effective Date.

Nueces River Authority By: \_\_\_\_\_

Title: \_Executive Director\_\_\_\_\_ Date: \_\_\_\_\_, 2025

**Atascosa County By: \_\_\_\_\_**

**Title: County Judge: \_\_\_\_\_ Date: \_\_\_\_\_, 2025**

## **Exhibit A**

Texas Water Development Board (TWDB) Flood  
Infrastructure Fund

Required Match

**EXHIBIT A**

**CONSIDERATION PAYMENT**

**Grant Amount:** \$30,000,000 to assist Counties in update and enhance floodplain mapping throughout the Nueces River Basin to support improved flood risk management and guide future mitigation planning as recommended by the Amended 2023 Region 13 Nueces Regional Flood Plan.

**Atascosa County Required Match**

Atascosa County Total Match - \$384,348.00

10 Year 0% Interest Loan

Annual Payment - \$38,434.80

All Payments made to the Nueces River Authority

First Payment Due Date: January 1<sup>st</sup>, 2026 - \$38,434.80

Second Payment Due: January 1<sup>st</sup>, 2027 - \$38,434.80

Third Payment Due Date: January 1<sup>st</sup>, 2028 - \$38,434.80

Fourth Payment Due: January 1<sup>st</sup>, 2029 - \$38,434.80

Fifth Payment Due Date: January 1<sup>st</sup>, 2030 - \$38,434.80

Sixth Payment Due: January 1<sup>st</sup>, 2031 - \$38,434.80

Seventh Payment Due Date: January 1<sup>st</sup>, 2032 - \$38,434.80

Eighth Payment Due: January 1<sup>st</sup>, 2033 - \$38,434.80

Ninth Payment Due Date: January 1<sup>st</sup>, 2034 - \$38,434.80

Tenth and Final Payment Due: January 1<sup>st</sup>, 2035 - \$38,434.80

**EXHIBIT B**  
**PROJECT SCOPE**

## PROJECT SCOPE

- A. Nueces Basin Floodplain Map Updates:** update and enhance floodplain mapping in participating Counties to support improved flood risk management and guide future mitigation planning, as recommended by the Amended 2023 Region 13 Nueces Regional Flood Plan. Scope of this portion of the project includes:
1. Obtain existing modeling and mapping products, geometric information, and identify gaps in data relative to modeling and mapping under this study.
  2. Conduct measurements and/or field surveys at select hydraulic structures to support Class D/E model development.
  3. Develop updated hydrologic and hydraulic models incorporating both legacy models and newly acquired data.
  4. Produce Federal Emergency Management Agency (FEMA) compliant mapping products, including detailed floodplain boundaries, depth grids, and water surface elevation profiles.
  5. Conceptual flood mitigation analysis report to support identification of Flood Mitigation Evaluations (FME) and Flood Mitigation Projects (FMP) to be considered for future funding.
- B. Nueces Basin High Hazard Dam Identification and Risk Assessment:** Identify and evaluate high hazard dams within the basin to detect structural or operational deficiencies and identify/ prioritize mitigation actions. Anticipated activities to conduct the high hazard dam assessments include:
1. Desktop review of existing dam inventory data and perform a gap analysis to identify data needs.
  2. Screening-level risk assessments using a transparent prioritization framework tailored to dam characteristics and potential downstream impacts.
  3. Prioritize list of high hazard dams and their risks with identified deficiencies and recommended mitigation strategies
  4. Prepare a report to support identification of Flood Mitigation Evaluations (FME) and Flood Mitigation Projects (FMP) to be considered for future funding. for selected areas.
- C. Nueces Basin Low Water Crossing (LWC) Study and Upgrade Prioritization:** Inventory and assess low water crossings within the basin to evaluate flood-related risks and support mitigation prioritization.
1. Desktop review of available information for LWCs using available data sources and update inventory/database of LWCs in the basin.
  2. Develop and apply scoring and ranking methodology to prioritize LWCs based on flood risk, safety concerns, and community impact.
  3. Prioritize potential flood risk reduction solutions for LWCs in the basin, in coordination with Region 13 Flood Planning efforts.
  4. Prepare a report to support identification of Flood Mitigation Evaluations (FME) and Flood Mitigation Projects (FMP) to be considered for future funding.

**D. Nueces Basin Early Flood Warning System:** Assess feasibility of implementing a flood early warning system (FEWS) in the Nueces River Basin. Anticipated tasks include:

1. Desktop review of existing data that may be applied to inform the flood preparedness toolsets and early flood warning system including but not limited to: existing flood warning systems in the basin, precipitation gage locations, stream gage locations, existing and planned flood inundation mapping.
2. Identify gaps in gage coverage and data, identify potential locations for additional gages and additional data needed to support FEWS, identify options for potential FEWS based on current and proposed gages and data, evaluate integration of existing FEWS.
3. Develop a framework for the Nueces River Basin FEWS.
4. Prepare a conceptual flood mitigation analysis report to support identification of Flood Mitigation Evaluations (FME) and Flood Mitigation Projects (FMP) to be considered for future funding.

# Empower Your Community with Modernized Mapping and Enhanced Safety Measures

The Nueces River Authority is taking steps to protect our community from the risk of future flooding. This 2- to 3-year-long program includes detailed floodplain modeling and mapping, dam hazard assessment, flood warning programs, and identifying protections needed at low-water crossings. This is an opportunity to upgrade your community's infrastructure with our state-of-the-art mapping solutions, replacing outdated maps that are up to 30 years old. Our updated maps provide accurate, realistic data essential for effective ordinance planning and implementation.

## BENEFITS TO YOUR COMMUNITY

- 1. More Accurate Flood Mapping**
  - Mapping down to 6-inch reduces flood risk
  - Ability to replace outdated FEMA maps
  - Improves public safety
  - Expands ability to protect property
  - Encourages economic development
  - Enhances ability to craft meaningful flood protection regulations based on updated data
  - Reduces flood insurance requirements
  - Meets eligibility to become a community within the critical rating system
- 2. Early Flood Warning System**
  - Increases community safety during severe weather events
  - Reduces use of EMT / emergency rescue resources
- 3. Dam Hazard Assessment and Low Water Crossing Inventory**
  - Identifies critical infrastructure improvements needed to protect public safety

## OUR ASK OF YOU

- **Invest in Your Community's Future:** Support your County's piece of the funding and participate in the process so we can provide comprehensive solutions that are designed to deliver efficiency, safety, and peace of mind.



NUECES FLOOD PLANNING REGION 13



The program may provide grants worth up to 75%\* of the necessary funding.

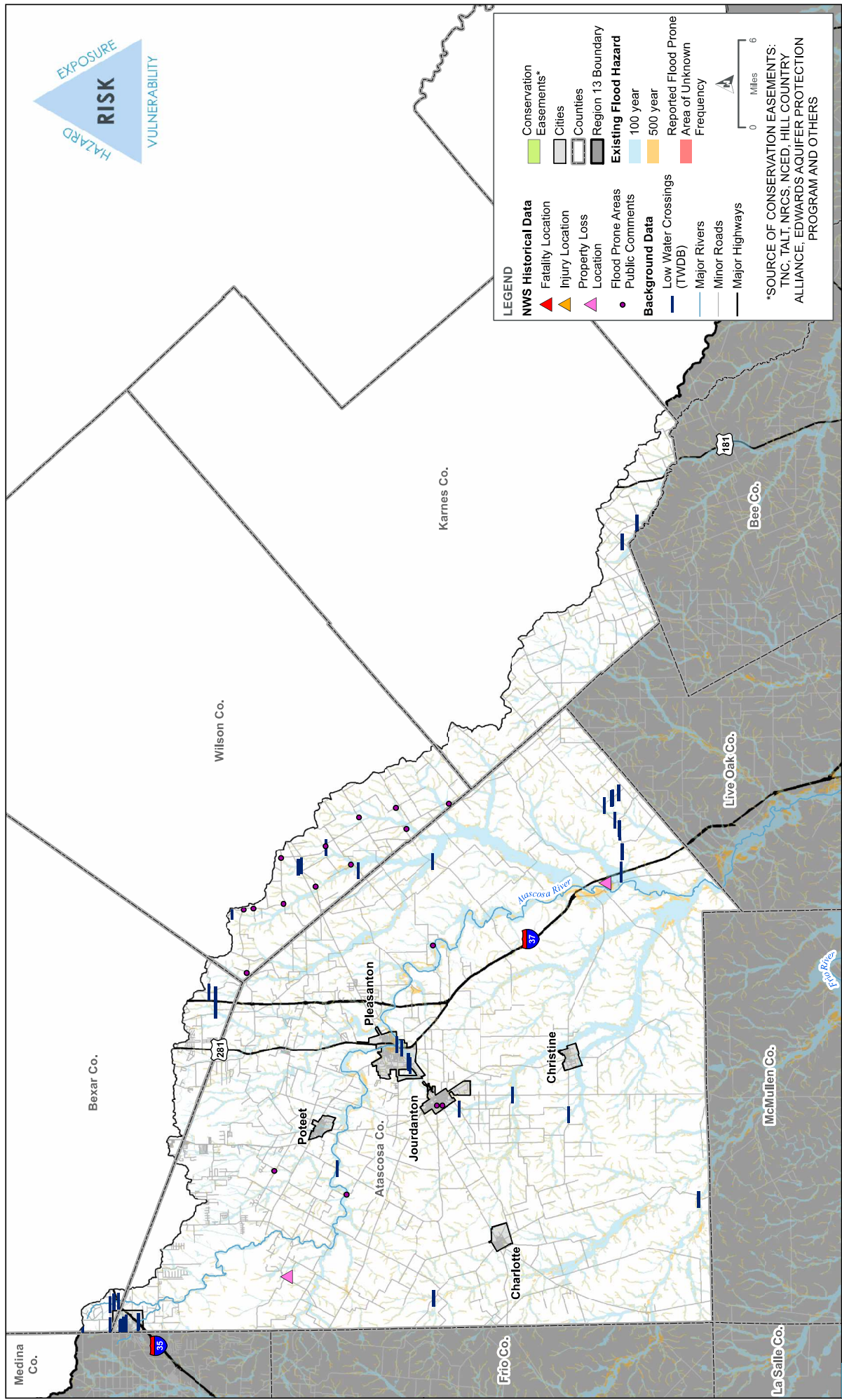
\* In-kind local support and/or low-interest loans will support the remaining 25%

## Atascosa County Flood Statistics

County's area in flood planning region	1,199 sq. mi.	% of county's land area located within a high flood risk score area*	19%
Number of structures*	3,176	* Source: 2023 Nueces Regional Flood Plan	
Residential structures*	2,481	Estimated cost to county without program	\$1,537,391
Population*	5,694	Estimated cost to county with program	\$384,348
Low water crossings	31	Estimated annual cost to county with program**	\$38,435
Total number of dams	53	Estimated cost savings with program	75%

\* included within both 100-yr and 500-yr floodplains

\*\* 10-yr TWDB FIF Loan at 0% interest



**LEGEND**

**NWS Historical Data**

- Fatality Location (Red triangle)
- Injury Location (Yellow triangle)
- Property Loss Location (Purple triangle)
- Flood Prone Areas (Blue shaded area)
- Public Comments (Purple dot)

**Background Data**

- Low Water Crossings (TWDB) (Blue line)
- Major Rivers (Blue line)
- Minor Roads (Grey line)
- Major Highways (Black line)

**Conservation Easements\***

- Cities (Grey outline)
- Counties (Black outline)
- Region 13 Boundary (Thick black outline)

**Existing Flood Hazard**

- 100 year (Light blue)
- 500 year (Yellow)
- Area of Unknown Frequency (Red)

**\*SOURCE OF CONSERVATION EASEMENTS:**  
TNC, TALT, NRCS, NCED, HILL COUNTRY ALLIANCE, EDWARDS AQUIFER PROTECTION PROGRAM AND OTHERS

0 6 Miles

REGION 13 - EXISTING FLOOD HAZARD - ATASCOSA, BEXAR, KARNES & WILSON COUNTY  
MAP 23B1



**FCFD**

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 5.**

**Meeting Date:** 07/28/2025  
**Item Title:**  
**Submitted For:** Mike Pansza, EMC/OEM

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

**Mike Pansza:** Discuss and/or take appropriate action to approve the contract between Atascosa County and Rakowitz Engineering for the provision of engineering and surveying services related to the Texas COVID-19 Pandemic Award Contract Number 4485-0049. The total cost of the project is \$3,196,682.80. The federal share of this funding, amounting to \$2,877,145.20, is provided through the Hazard Mitigation Grant Program (HMGP). Atascosa County will cover the non-federal match requirement of \$319,682.80 through reimbursements from the subrecipients, pending County Attorney review and approval.

**EMC:**

**ATTACHMENTS**

information  
information



# TDEM

THE TEXAS A&M UNIVERSITY SYSTEM

February 14, 2025

The Honorable Weldon P. Cude  
County Judge  
Atascosa County  
1 Courthouse Circle Drive  
Suite 101  
Jourdanton, TX 78026-3446

Subject: Sub-Grant Award

Dear Judge Cude:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP) Grant Number 4485-0049 Texas Covid-19 Pandemic. The following is the information related to this award:

**Sub-Recipient Information:**

UEI Number: SF6EMPL4Z144  
TINS Number: 74-6001468  
FIPS Number: 013-99013-00

**Award Information:**

Catalog of Federal Domestic Assistance: 97.039  
FEMA Project Number: 0049  
Project Title: Atascosa County Countywide Generators  
Period of Performance (POP): Jan 6, 2025, to POP End Date: Feb 1<sup>st</sup>, 2027

PROJECT FUNDS OBLIGATIONS						
Version	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	1/6/2025	\$3,196,828.00	90%	\$2,877,145.20	10%	\$319,682.80

*Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.*

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up

2883 Highway 71 E  
PO Box 285  
Del Valle, TX 78617-9998

to 5%) for the project. In some cases, the management costs submitted for a reimbursement will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

<b>MANAGEMENT COSTS OBLIGATIONS</b>						
Version	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	1/6/2025	\$159,841.40	100%	\$159,841.40	0%	\$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

The following is the approved Scope of Work (SOW) for the above-referenced project: Atascosa County proposes installing 19 generators at various critical facilities that require emergency backup power to maintain essential facilities in support of health and welfare for the 20,364 affected residents. Like many counties in Texas, Atascosa has experienced severe weather-related events in the last few years which warrant additional measures to ensure reliable water and wastewater systems during a natural disaster, severe weather, or an unplanned utility outage. The installation of 19 new generators, two portable and 17 fixed, at some of its critical facilities, potable water and wastewater facilities will provide support in maintaining essential facilities during unplanned events. To address power outages at some of City of Lytle's (Atascosa County) critical wastewater and water facilities, two portable generators will be used to provide back-up power at: the Booster Station, Water Well, and Wastewater Treatment Plant (WWTP). Quick disconnects will be installed at the WWTP. The portable generators will be secured inside the Lytle Public Work's yard under a covered area and will be deployed to the water well, water booster station or wastewater station for backup power as needed. The proposed improvements also include manual transfer switches, 6"H x 8'W x 10'L concrete pads, wiring, conduits, gas line installations and miscellaneous materials, as required. The project will take place at several critical locations throughout Atascosa County. Site addresses, as well as Latitude and Longitude are provided with the attached Location List.

Generators that have been approved as components in this project's SOW are listed below.

2883 Highway 71 E  
PO Box 285  
Del Valle, TX 78617-9998

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
1 Lytle – Booster Station	18421 S. FM 2790 W, Lytle, Texas 78052	150kw	Portable	29.241806	-98.805213
2 Lytle – Water Well	17181 S. FM 2790 W, Lytle, Texas 78052	150kw	Portable	29.253585	-98.805128
3 Lytle - WWTP	20390 FM 3175 Lytle, Texas 78052	Electric Mod	Portable	29.217722	-98.786694
4 Lytle – Well Site #4	14865 S FM 2790 W Lytle, TX 89052	Electric Mod	Portable	29.276321	-98.805615
5 Storage Site	19503 Florence St, Lytle, Texas 78052	N/A	Portable	29.230298	-98.798283
6 El Oso Water Plant	3430 CR 407, Campbellton, Texas 78008	150kw	Permanent	28.784559	-98.171642
7 EMS - Poteet	551 Broadway, Poteet, Texas, 78065	50kw	Permanent	29.036940	-98.572534
8 Jourdanton – Peach Water Well	401 Peach St., Jourdanton, Texas, 78026	250kw	Permanent	28.909585	-98.544841
9 Jourdanton – Wittler Water Well	CR 431, Jourdanton, Texas, 78026	250kw	Permanent	28.929802	-98.519107
10 McCoy – Plant 1 (Well No 4)	1135 CR 422 A, Pleasanton, Texas, 78064	150kw	Permanent	28.850875	-98.492101

11 McCoy – Plant 7	100 FM 536, Pleasanton, Texas 78064	150kw	Permanent	29.112321	-98.486750
12 McCoy – Plant 13	1631 CR 429, Pleasanton, Texas 78064	350kw	Permanent	28.90570	-98464177
13 Pleasanton – Civic Center/Library	115 N. Main St., Pleasanton, Texas 78064	400kw	Permanent	28.959760	-98.484650
14 Pleasanton – Downtown Fire Station	219 W. Hunt St., Pleasanton, Texas 78064	80kw	Permanent	28.959846	-98.485898
15 Pleasanton – Main Yard Booster Station	159 N. Water St., Pleasanton, Texas, 78064	300kw	Permanent	28.959294	-98.488913
16 Pleasanton – Northtown Fire Station	1410 2nd St., Pleasanton, Texas, 78064	50kw	Permanent	28.972895	-98.478456
17 Pleasanton – Industrial Park Well	301 Eurostar Dr., Pleasanton, Texas 78064	300kw	Permanent	28.940237	-98.484069
18 Poteet – City Hall	491 Ave. H Poteet, Texas 78065	50kw	Permanent	29.037005	-98.574863
19 Poteet – Lift Station	1304 South 9th St., Poteet, Texas 78065	250kw	Permanent	29.028922	-98.570244
20 Poteet – Plant No. 10	276 South 5th St., Poteet, Texas 78065	350kw	Permanent	29.035782	-98.574177

21 Poteet – Well No. 9	1130 Ave. L, Poteet, Texas, 78065	350kw	Permanent	29.034669	-98.565343
22 Poteet – Well No. 10	541 Ave K., Poteet, Texas 78065	350kw	Permanent	29.034450	-98.573710

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX M13). FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

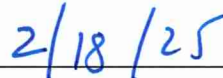
costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Fernando Perez at fernando.perez@tdem.texas.gov.



Weldon P. Cude, County Judge

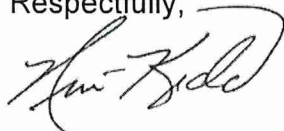


Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Fernando Perez Mitigation Coordinator, at 830-776-8773 or fernando.perez@tdem.texas.gov.

Respectfully,



**W. Nim Kidd, MPA, CEM®**

Chief - Texas Division of Emergency Management  
Vice Chancellor for Disaster and Emergency Services  
The Texas A&M University System

2883 Highway 71 E  
PO Box 285  
Del Valle, TX 78617-9998

ATTACHMENTS: FEMA Approval Letter  
Grant Terms and Conditions  
Record of Environmental Considerations

Copy: Mr. Mike Gillespie  
County Commissioner for Pct 1  
[commissioner1@atascosacounty.texas.gov](mailto:commissioner1@atascosacounty.texas.gov)  
830-569-2901

Ms. Tracy Barrera  
Auditor  
[tracy.barrera@co.atascosa.tx.gov](mailto:tracy.barrera@co.atascosa.tx.gov)  
830-769-3620

2883 Highway 71 E  
PO Box 285  
Del Valle, TX 78617-9998



**FEMA**

January 6, 2025

W. Nim Kidd, MPA, CEM  
Chief, Texas Division of Emergency Management  
Vice Chancellor - The Texas A&M University System  
2883 Highway 71 East  
P.O. Box 285  
Del Valle, TX 78617-9998

Attn: Ms. Michelle Ellis, State Hazard Mitigation Officer

RE: DR-4485-0049-TX  
Atascosa County– Atascosa County Countywide Generators  
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Chief Kidd:

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the Atascosa (County) for the Atascosa County Countywide Generators project. The total project cost is \$3,196,828.00. The Federal share in the amount of \$2,877,145.20 is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-DR-4485-TX. The non-federal match requirement of \$319,682.80 will be provided by Atascosa County.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, subrecipient Management Costs (MC) in the amount of \$159,841.40 are available to Atascosa County at a Federal Cost Share of 100%.

The following is the approved Scope of Work (SOW) for the above-referenced project:

Atascosa County proposes to install 19 generators at various critical facilities that require emergency backup power to maintain essential facilities in support of health and welfare for the 20,364 affected residents. Like many counties in Texas, Atascosa has experienced severe weather-related events in the last few years which warrant additional measures to ensure reliable water and wastewater systems during a natural disaster, severe weather, or an unplanned utility outage. The installation of 19 new generators, two portable and 17 fixed, at some of its critical facilities, potable water and wastewater facilities will provide support in maintaining essential facilities during unplanned events. To address power outages at some of City of Lytle's (Atascosa County) critical wastewater and water facilities, two portable generators will be used

to provide back-up power at: the Booster Station, Water Well, and Wastewater Treatment Plant (WWTP). Quick disconnects will be installed at the WWTP. The portable generators will be secured inside the Lytle Public Work's yard under a covered area and will be deployed to the water well, water booster station or wastewater station for backup power as needed. The proposed improvements also include, manual transfer switches, 6'H x 8'W x 10'L concrete pads, wiring, conduits, gas line installations and miscellaneous materials, as required. The project will take place at several critical locations throughout Atascosa County. Site addresses, as well as Latitude and Longitude, are provided with the attached Location List.

Generators that have been approved as components in this project's SOW are listed below.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
1 Lytle – Booster Station	18421 S. FM 2790 W, Lytle, Texas 78052	150kw	Portable	29.241806	-98.805213
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9 Jourdanton – Wittler Water Well	CR 431, Jourdanton, Texas, 78026	250kw	Permanent	28.929802	-98.519107
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22 Poteet – Well No. 10	541 Ave K., Poteet, Texas 78065	350kw	Permanent	29.034450	-98.573710

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX M13 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Environmental Conditions:

- Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
- At, Site 19 Poteet - Lift Station, the project and all its attendant utilities are supporting a critical action and must be elevated or otherwise protected to the 0.2% annual chance (500-year) base flood elevation (BFE) or higher. The applicant must submit documentation to FEMA upon closeout supporting compliance with this condition. Documentation related to determination of the 500-year BFE may consist of a permit issued by the local entity responsible for floodplain ordinance compliance; an email or letter from the local floodplain official; an elevation certificate; a statement or study signed by a qualified engineer; and/or reference to a FEMA Flood Insurance Study or other FEMA flood product or tool. Where multiple sources of flood hazard information are available for a proposed project site, such as where there is both an Effective and Preliminary Flood Insurance Rate Map (FIRM) or both an Effective FIRM and Advisory Flood Hazard Information, the best available information is the source which provides the highest 500-year BFE. In situations where elevating or otherwise protecting to the 500-year BFE, would not be practicable due to engineering feasibility and cost, then the documentation submitted to FEMA must also include proof/justification as to why doing so would not be practicable based on those factors.
- For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per Title 44 of the Code of Federal Regulations (44 C.F.R.) Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating

whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.

- Unusable equipment, debris, and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials, and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state, and federal agencies.
- Any change to the approved SOW will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Technical Conditions:

- The project at Poteet - Lift Station and all its attendant utilities are supporting a critical action. The generator and all components must be elevated, or otherwise protected, to the 0.2% annual chance (500-year) BFE or the 100-year BFE plus the freeboard required per American Society of Civil Engineers-24, whichever is higher. The applicant must submit documentation of compliance to FEMA upon closeout.
  - a) Determination of the BFE may be provided by the local floodplain administrator. This may include an issued permit or elevation certificate. An email or letter from the administrator is also acceptable. Other documentation may include a statement or study by a licensed engineer. A reference to a FEMA Flood Insurance Study or other flood product is also acceptable.
  - b) If multiple sources of flood hazard data are available for a project site, use the best available information. The best available information is the source which provides the highest BFE or BFE plus freeboard.
  - c) In rare situations, elevating or protecting to the BFE or BFE plus freeboard is not practicable. This may be due to engineering feasibility or cost. In those situations, the subrecipient must provide documentation to FEMA with a justification. The subrecipient must provide proof that non-compliance was due to unfeasibility or cost.
- Subrecipient must coordinate with the local floodplain administrator to obtain required permits. The subrecipient must comply with any conditions of the permit(s) prior to

initiating work. All permits and coordination pertaining to these activities must be retained by the subrecipient. Submit permits and documentation of coordination to FEMA at closeout.

- Subrecipient must acquire all applicable federal, state, tribal and/or local permits.

FEMA will not establish activity completion timeframes for individual sub awards. The Period of Performance (POP) for DR-4485-TX is set to expire on February 1, 2028. It is the responsibility of the Recipient and subrecipient to ensure all approved activities associated with this sub-award are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with FEMA Policy #104-11-1 Interim HMGP MC, any MC provided will be obligated in increments sufficient to cover Recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process. Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the POP, whichever is sooner.

The initial quarterly progress reports for the HMGP project are due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. 44 C.F.R. § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

Pursuant to Title 2 C.F.R § 200.403 et seq. all costs, to include engineering fees, must be adequately documented, necessary and reasonable for the performance of the federal award and be allocable thereto under these principles except where otherwise authorized by statute. FEMA approval of a project budget is not a determination of the allowability of costs. Future amendments and closeout will require itemized budgets (no lump sums).

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors Authority Representative to “certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.”

Chief Kidd  
January 6, 2025  
Page 7

The Obligation Report, REC, and Technical Recommendation Report are included for your records.

If you have any questions regarding the information, please contact Jacob Reeves, Hazard Mitigation Specialist, Hazard Mitigation Assistance (HMA), at (202)-676-7801 or [Jacob.Reeves@fema.dhs.gov](mailto:Jacob.Reeves@fema.dhs.gov).

Sincerely,

A handwritten signature in cursive script that reads "Amanda Adaire".

FOR Marty Chester  
Acting HMA Disaster Branch Chief

Enclosures: Obligation Report  
REC  
Technical Recommendation Report



Texas Division of Emergency Management

# **Subrecipient Agreement for TDEM-Administered Grant Awards**

Date Revised: February 22, 2024

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## Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

## Subrecipient Information

### Entity Information

Entity Name: Atascosa County  
EIN/TIN: 74-6001468  
UEI: SF6EMPL42144 UEI Expiration Date: 10.8.2025  
Address Line 1: 1 Courthouse Circle Drive  
Address Line 2: \_\_\_\_\_  
City: Jourdanton  
State: Texas Zip (+4) 78026 - \_\_\_\_\_

### Subrecipient Contacts

#### Primary Contact

Serves as the primary point of contact for project(s).

Name: Michaelangelo Pansza Position/Job Title: Emergency Management Coordinator  
Email: mpansza@co.atascosa.tx.us Phone Number: 830.480.7344

#### Certifying Official

Serves as the official representative of the organization.

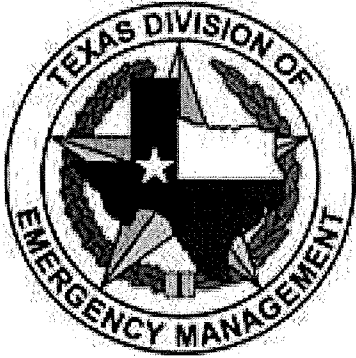
Must possess the authority to obligate funds & enter into contracts for the organization.

Name: WELDON LUPE Position/Job Title: COUNTY JUDGE  
Email: countyjudge@co.atascosa.tx.us Phone Number: 830.769.3093

#### Primary Finance Contact

Serves as primary contact for all financial matters.

Name: Tracy Barrera Position/Job Title: COUNTY Auditor  
Email: tbarrera@co.atascosa.tx.us Phone Number: 830.769.3620



Texas Division of Emergency Management

# **Subrecipient Agreement for TDEM-Administered Grant Awards**

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## Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

## State of the Agreement

### Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002, as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in 2 C.F. R. §170.315, certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

## Agreement

### I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document the terms grant and award will be used interchangeably.
3. A recipient is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.
6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

## II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

## III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

#### IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

#### V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

#### VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities
- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

## VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with 2 C.F.R. §25.300, TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for System for Award Management (SAM) registration to uniquely identify entities with which the federal government does business.
3. Subrecipient maintains that it has registered at SAM.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See 2 C.F.R. Part 25, Appendix A.
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable (2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170). See FEMA Information Bulletin 350.
  - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320.
  - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - c. Subrecipient shall report executive total compensation at SAM.gov, or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. Subrecipient must comply with Federal Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

#### IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under 2 C.F.R. 200.327 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
  - a. Micro purchase
  - b. Small purchase
  - c. Sealed bid
  - d. Competitive proposal
  - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.
4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (Executive Order 12549, Debarment and Suspension).
  - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through SAM.gov and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid SAM.gov registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 C.F.R §200.321.
9. Subrecipients must comply with the rules of recovered materials for procurements at 2 C.F.R §200.323.
10. Subrecipients must comply with the rules for domestic preferences for procurements at 2 C.F.R § 200.322.

#### X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

- a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

#### XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.
2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

## XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338, and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

### XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:
  - a. The reason(s) for such determination;
  - b. The effective date of such termination; and

- c. The scope of the termination of the award.
- d. Termination of an award is final.

#### XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

#### XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

## XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
  - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
  - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted which:
  - a. Identifies the projects requiring an extension;
  - b. Explains the reason for an extension;
  - c. Indicates the percentage of work that has been completed;
  - d. Provides an anticipated completion date;
  - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the Public Assistance Program and Policy Guide. A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM’s Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Applicant is in a “rural area”, defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.206.

## 2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient’s position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. In accordance with 44 C.F.R §206.440, an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

#### XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

#### XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15<sup>th</sup> of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

#### XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference 2 C.F.R. 200.313.

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per 2 C.F.R. § 200.414) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

## Exhibits

### Exhibit A: Assurance – Non-Construction Programs

(See Standard Form 424B)

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 etseq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 etseq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs  
(See Standard Form 424D)

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

## Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
  - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).

- b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
  - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
  6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
  7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
  8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
  9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
  10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

## Exhibit D: State of Texas Assurances

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section \_\_.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

- 29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
  14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
  15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
  16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
  17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at [SAM.gov](https://www.sam.gov).
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

## Exhibit E: Environmental Review

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

## Exhibit F: Additional Grant Certifications

### 1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

#### a. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

#### b. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

#### c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

### 2. HMGP Only

#### a. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

#### b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

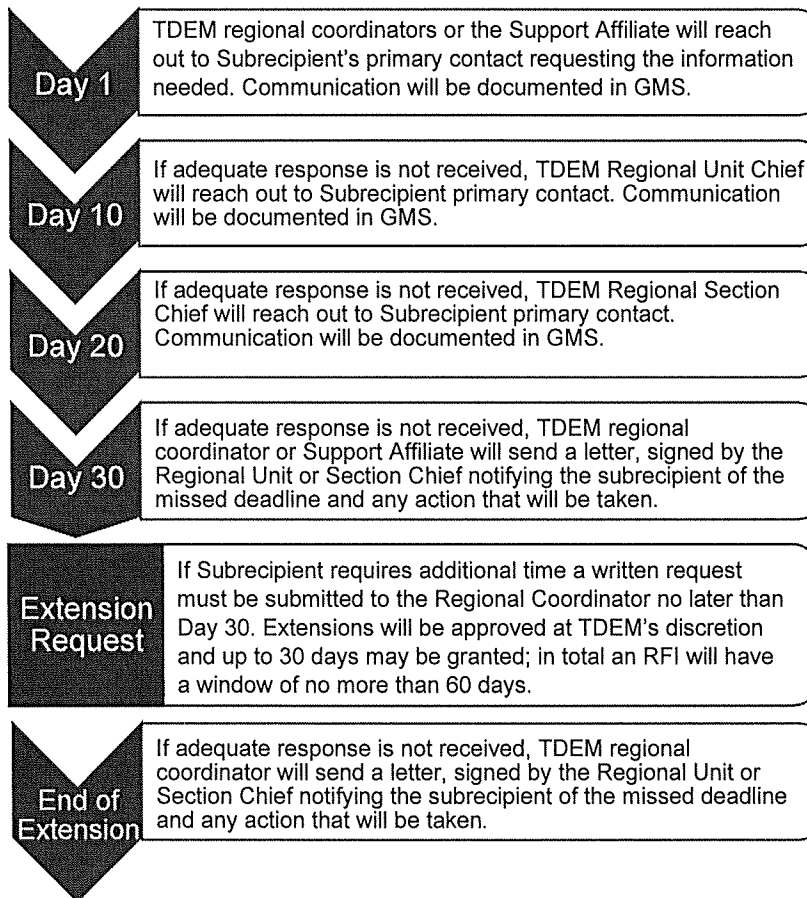
OR

ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

## Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

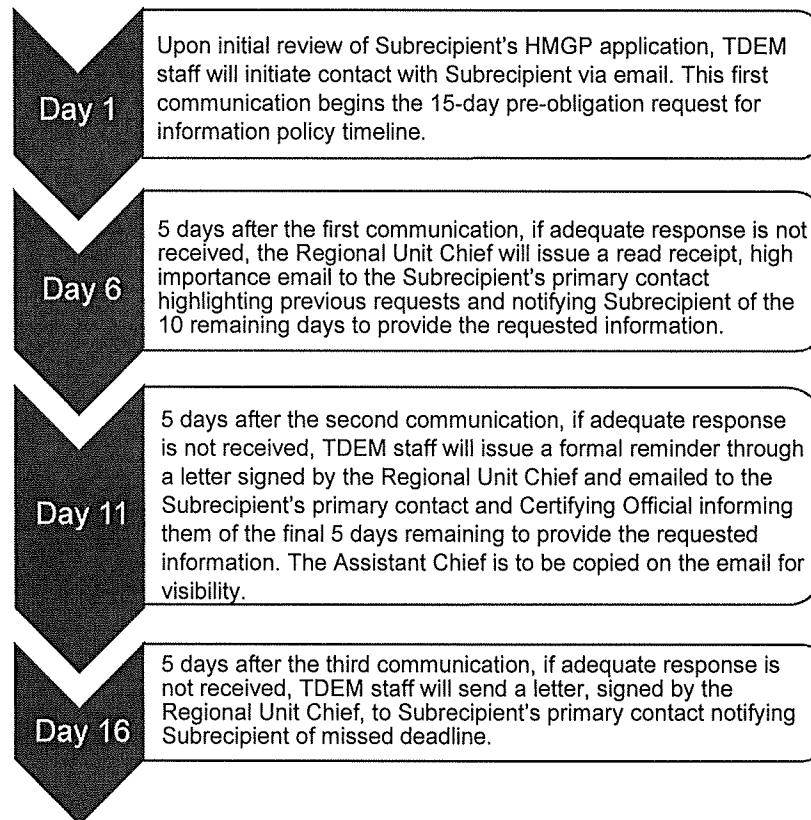
This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.



## Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.



## Exhibit I: Recoupment of Funds

### Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, 2 CFR § 200.344 and 2 CFR § 200.345 require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

### Procedure

1. Applicability of Recoupment
  - 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.
2. Recipient's Responsibilities
  - 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.
  - 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
  - 2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.
3. Division Collection Actions

- 3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:
  - 3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.
    - 3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;
    - 3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;
  - 3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.
  - 3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM
  - 3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

## 3.2. Delinquent Accounts

### 3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

### 3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

### 3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

#### 3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90<sup>th</sup> day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

#### 4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

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### **Related Statutes, Policies, or Requirements**

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- [Texas A&M University System Regulation 21.01.04](#)
- [1 Tex. Admin. Code Section 59.2](#)
- [Tex. Gov't Code Section 403.055](#)
- [Tex. Gov't Code Chapter 2107](#)
- [Texas A&M University System Office Collection and Write-off Guidance](#)
- [Texas A&M University System Regulation 09.04.01](#)

## Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, WELDON CUPE, the undersigned and Certifying Official of  
Printed Name

ATASCOSA COUNTY understand that TDEM strongly encourages refresher  
Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

[Signature]  
Signature

Agreement Authority

[Signature]  
Signature

Agreement (Section I – XXIX)

[Signature]  
Signature

Exhibit A: Assurance – Non-Construction Programs

[Signature]  
Signature

Exhibit B: Assurance – Construction Programs

[Signature]  
Signature

Exhibit C: Certifications for Grant Agreements

[Signature]  
Signature

Exhibit D: State of Texas Assurances

[Signature]  
Signature

Exhibit E: Environmental Review Certification

  
\_\_\_\_\_

Signature

Exhibit F: Additional Grant Certifications

  
\_\_\_\_\_

Signature

Exhibit G: Request for Information Policy

  
\_\_\_\_\_

Signature

Exhibit H: Pre-Obligation Request for Information Policy

  
\_\_\_\_\_

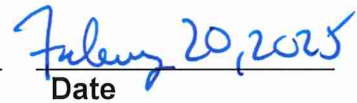
Signature

Exhibit I: Recoupment of Funds

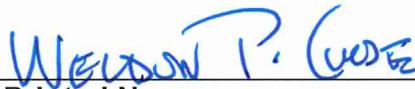
Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.

  
\_\_\_\_\_

Signature of Certifying Official

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Printed Name

  
\_\_\_\_\_

Title

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0049-TX

Title: Atascosa County Countywide Generators

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

**Comment** Atoscosa County proposes to install 19 generators at various critical facilities that require emergency backup power to maintain essential facilities in support of health and welfare for the 20,364 affected residents. Like many counties in Texas, Atascosa has experienced severe weather-related events in the last few years which warrant additional measures to ensure reliable water and wastewater systems during a natural disaster, severe weather, or an unplanned utility outage. The installation of 19 new generators, 2 portable and 17 fixed, at some of its critical facilities, potable water and wastewater facilities will provide support in maintaining essential facilities during unplanned events.

To address power outages at some of City of Lytle's (Atoscosa County) critical wastewater and water facilities, 2 portable generators will be used to provide back-up power at: the Booster Station, Water Well, and WWTP. Quick disconnects will be installed at the WWTP. The portable generators will be secured inside the Lytle Public Work's yard under a covered area and will be deployed to the water well, water booster station or wastewater station for backup power as needed. The proposed improvements also include, manual transfer switches, 6"H x 8"W x 10"L concrete pads, wiring, conduits, gas line installations and miscellaneous materials, as required.

The project will take place at several critical locations throughout Atoscosa County. Site addresses, as well as Latitude and Longitude, are provided with the attached Location List.

This project has been determined to be Categoricaly Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX M13. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- odawodu - 06/15/2023 22:05:06 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*m13	(*m13) Construction or installation of structures, facilities, or equipment for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0049-TX

Title: Atascosa County Countywide Generators

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	Per Flood Insurance Rate Map (FIRM) panels 48013C0031C, 48013C0187C, 48013C0225C, 48013C0320C, 48013C0326C, 48013C0328C, 48013C0350C, and 48013C0500C dated 11/04/2010, the project is located outside the 500-year floodplain, special flood hazard area and the activity does not adversely affect floodplain values. Site 19 Poteet - Lift Station is located within the Zone A, area of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panel 48013C0190C, dated 11/4/2010. The Initial Disaster Public Notice was published on 04/28/2020; 08/05/2021. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains, nor is it likely to increase the risk of flood loss. 8-step checklist attached. - odawodu - 06/15/2023 22:16:39 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 6/14/23, for the sites indicates that the areas are not located within nor does they affect a designated wetland. - odawodu - 06/15/2023 22:19:59 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	

14:11:32

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0049-TX

Title: Atascosa County Countywide Generators

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Tier II.D.2.a. of FEMA's Programmatic Agreement (PA) dated March 16, 2022. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. The scope of work has been reviewed and FEMA has determined, based on Tribal preferences, that the project will not require Tribal Consultation. - smcgove2 - 06/14/2023 12:49:41 GMT
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0049-TX

Title: Atascosa County Countywide Generators

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

At, Site 19 Poteet - Lift Station, the project and all its attendant utilities are supporting a critical action and must be elevated or otherwise protected to the 0.2% annual chance (500-year) base flood elevation (BFE) or higher. The applicant must submit documentation to FEMA upon closeout supporting compliance with this condition. Documentation related to determination of the 500-year BFE may consist of a permit issued by the local entity responsible for floodplain ordinance compliance; an email or letter from the local floodplain official; an elevation certificate; a statement or study signed by a qualified engineer; and/or reference to a FEMA Flood Insurance Study or other FEMA flood product or tool. Where multiple sources of flood hazard information are available for a proposed project site, such as where there is both an Effective and Preliminary FIRM or both an Effective FIRM and Advisory Flood Hazard Information, the best available information is the source which provides the highest 500-year BFE. In situations where elevating or otherwise protecting to the 500-year BFE, would not be practicable due to engineering feasibility and cost, then the documentation submitted to FEMA must also include proof/justification as to why doing so would not be practicable based on those factors.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

# Record of Technical Consideration and Benefit Cost Summary

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## Project Summary

Program:	HMGP
Project Number:	4485-0049
Sub-Recipient:	Atascosa County
County or Parish:	Atascosa
Project Title:	Atascosa County Countywide Generators
Project Type:	Generator
Phase:	Un-Phased
Project Budget:	\$3,196,828
Issue Date:	11/25/2024

## BCA Summary

Analyst:	Subapplicant
Projected Benefit:	\$21,928,985
Projected Cost:	\$3,390,345
Total Cost:	\$3,196,828
Benefit Cost Ratio:	6.47
Benefit Coast Analysis Tool Used:	Benefit-Cost Calculator V.6.0.
Hazard Type Analysis:	Uncategorized
Property Structure Type	Lift Stations, Water Wells, Water Plants & Municipal Buildings
Type of Service:	Utilities, Critical Services, Others
Number of Generators:	19
BCA Reanalysis:	No



**FEMA**

Analyst:	Subapplicant
BCA File Name	Atascosa Gen - BCA Report - Combined - FEMA RFI 20241028

## Objective

The main objective is to review the information submitted by the subrecipient to ensure completeness, adherence to programmatic guidelines and cost allowability and to determine if there are any pre award conditions that should be applied to the project prior to the award of funding. Additionally, the project will be reviewed for post award conditions that will be required for closeout. Project data and information submitted should have enough information to demonstrate the project is sustainable and cost-effective and will be designed to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future disasters

## Scope of Work

The Atascosa County proposes the procurement and installation of 19 diesel & natural gas generators -17 permanent, 2 portable & 2 sites for electrical modification to use portable generators. The generators will mitigate sewer lift stations, water wells, water treatment plants & municipal buildings from power loss due to natural hazards. Generators will be installed with automatic transfer switches and diesel fuel tanks on a concrete pad, gas lines, meters, miscellaneous modification required for plumbing & electrical works & any other excavation, backfill etc.

See Table 1 for location coordinates.

The project will be in compliance with latest edition of codes and standards required by Federal, State and Local Rules and regulations.

**Table 1:** Generator Size/Location

Name	Size	Latitude	Longitude	Flood Zone	Source of Flood Data
1 Lytle - Booster Station	150-Diesel Mobile	29.241806	-98.805213	Zone X	FEMA FIRM 48325C0700C effective 4/3/2012
2 Lytle - Water Well	150-Diesel Mobile	29.253585	-98.805128	Zone X	FEMA FIRM 48325C0545C effective 4/3/2012
3 Lytle - WWTP	Electric Modification	29.217722	-98.786694	Zone X	FEMA FIRM 48013C0035C effective 11/4/2010

23 Lytle - Well Site # 4	Electric Modification	29.276321	-98.805615	Zone X	FEMA FIRM 48325C0545C effective 4/3/2012
Storage Site 19503 Florence St., Lytle, Texas 78052	N/A	29.230298	-98.798283	Zone X	FEMA FIRM 48013C0031C effective 11/4/2010
4 El Oso Water Plant	150 Diesel	28.784559	-98.171642	Zone X	FEMA FIRM 48013C0550C effective 11/4/2010
7 EMS - Poteet	50 Diesel	29.036940	-98.572534	Zone X	FEMA FIRM 48013C0187C effective 11/4/2010
8 Jourdanton - Peach Water Well	250 Diesel	28.909585	-98.544841	Zone X	FEMA FIRM 48013C0320C effective 11/4/2010
9 Jourdanton - Wittler Water Well	250 Diesel	28.929802	-98.519107	Zone X	FEMA FIRM 48013C0320C effective 11/4/2010
10 McCoy - Plant 1 (Well No 4)	150 Diesel	28.850875	-98.492101	Zone X	FEMA FIRM 48013C0500C effective 11/4/2010
11 McCoy - Plant 7	150 Diesel	29.112321	-98.486750	Zone X	FEMA FIRM 48013C0225C effective 11/4/2010
12 McCoy - Plant 13	350 Diesel	28.905070	-98.464177	Zone X	FEMA FIRM 48013C0350C effective 11/4/2010
13 Pleasanton - Civic Center/ Library	400 N Gas	28.959760	-98.484650	Zone X	FEMA FIRM 48013C0328C effective 11/4/2010
14 Pleasanton - Downtown Fire Station	80 N Gas	28.959846	-98.485898	Zone X	FEMA FIRM 48013C0328C effective 11/4/2010
15 Pleasanton - Main Yard Booster Station	300 Diesel	28.959294	-98.488913	Zone X	FEMA FIRM 48013C0328C effective 11/4/2010
16 Pleasanton - Northtown Fire Station	50 Diesel	28.972895	-98.478456	Zone X	FEMA FIRM 48013C0326C effective 11/4/2010
17 Pleasanton - Industrial Park Well	300 Diesel	28.940237	-98.484069	Zone X	FEMA FIRM 48013C0328C effective 11/4/2010

18 Poteet - City Hall	50 Diesel	29.037005	-98.574863	Zone X	FEMA FIRM 48013C0187C effective 11/4/2010
19 Poteet - Lift Station	250 Diesel	29.028922	-98.570244	Zone A	FEMA FIRM 48013C0190C effective 11/4/2010
20 Poteet - Plant No. 10	350 Diesel	29.035782	-98.574177	Zone X	FEMA FIRM 48013C0187C effective 11/4/2010
21 Poteet - Well No. 9	350 Diesel	29.034669	-98.565343	Zone X	FEMA FIRM 48013C0187C effective 11/4/2010
22 Poteet - Well No. 10	350 Diesel	29.034450	-98.573710	Zone X	FEMA FIRM 48013C0187C effective 11/4/2010

## Benefit Cost Analysis

A Benefit Cost Analysis (BCA) was completed, the following information was applied:

Data		Data Used in BCA		Source
1	Project Useful Life	19 yr.		BCA Toolkit Generator default value
2	Cost	\$3,196,828		Subapplicant
3	Maintenance Cost	\$500 Per Generator plus \$1 per KW		Industry Standard/Subapplicant
4	Number of Customers	Various		City Population & Sub Applicant Provided with BCA narratives.
5	Damages Before Mitigation	RI 5 48 181	I. Days 1 4 7	BCA Toolkit Generator default Recurrence Intervals and Outages based on impacted customer counts
6	Damages After Mitigation	RI 181	I. Days 1	BCA Toolkit Generator default Recurrence Intervals and Outages based on impacted customer counts

## Conditions

1. The project at Poteet - Lift Station and all its attendant utilities are supporting a critical action. The generator and all components must be elevated, or otherwise protected, to the 0.2% annual chance (500-year) base flood elevation (BFE) or the 100-year BFE plus the freeboard required per ASCE-24, whichever is higher. The applicant must submit documentation of compliance to FEMA upon closeout.
  - a) Determination of the BFE may be provided by the local floodplain administrator. This may include an issued permit or elevation certificate. An email or letter from the administrator is also acceptable. Other documentation may include a statement or study by a licensed engineer. A reference to a FEMA Flood Insurance Study or other flood product is also acceptable.
  - b) If multiple sources of flood hazard data are available for a project site, use the best available information. The best available information is the source which provides the highest BFE or BFE plus freeboard.
  - c) In rare situations, elevating or protecting to the BFE or BFE plus freeboard is not practicable. This may be due to engineering feasibility or cost. In those situations, the subrecipient must provide documentation to FEMA with a justification. The subrecipient must provide proof that non-compliance was due to unfeasibility or cost.
2. Subrecipient must coordinate with the local floodplain administrator to obtain required permits. The subrecipient must comply with any conditions of the permit(s) prior to initiating work. All permits and coordination pertaining to these activities must be retained by the subrecipient. Submit permits and documentation of coordination to FEMA at closeout.
3. Subrecipient must acquire all applicable federal, state, tribal and/or local permits.

**2025 TEXAS COVID-19 PANDEMIC ATASCOSA COUNTY  
COUNTYWIDE GENERATOR PROJECT**

**ENGINEERING/SURVEYOR SERVICES**

**PART I  
AGREEMENT**

THIS AGREEMENT, entered into this 15th day of May 2025, by and between Atascosa County, hereinafter called the "County", acting herein by the Honorable Weldon Cude, County Judge hereunto duly authorized, and Rakowitz Engineering, LLC hereinafter called "Firm," acting herein by Bradley A. Koether.

WITNESSETH THAT:

WHEREAS, Atascosa County desires to survey/engineer/procure/etc. the following: purchase and install generators to be used as emergency backup at critical locations within the county under the general direction of the Texas COVID-19 Pandemic Project, a sub-grant for the Hazard Mitigation Grant Program (HMGP) administered by the Texas Division of Emergency Management (TDEM); and Whereas the County desires to engage Rakowitz Engineering, LLC to render certain engineering/surveyor services in connection with the Texas COVID-19 Pandemic Award Contract Number 4485-0049.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services  
The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Firm shall commence on May 15, 2025. In any event, all of the services required and performed hereunder shall be completed no later than two years after contractual obligation of funds from TDEM.
3. Local Program Liaison - For purposes of this Agreement, the County Judge, Weldon Cude, or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records – The Texas Division of Emergency Management (TDEM), Federal Emergency Management Agency (FEMA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the Texas COVID-19 Pandemic/4485-0049 Atascosa County Countywide Generators award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's Texas COVID-19 Pandemic/4485-0049 Atascosa County Countywide Generators contract with TDEM.
5. Retention of Records - The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum compensation and reimbursement to be paid hereunder shall not exceed \$477,444.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
  
7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney’s fees, arising out of the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
  
9. Miscellaneous Provisions
  - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Atascosa County, Texas.
  - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
  - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
  
10. Extent of Agreement

This Agreement, which includes Parts I-V, the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_

(Local County Official)

Weldon Cude\_\_\_\_\_

(Printed Name)

County Judge\_\_\_\_\_

(Title)

BY: \_\_\_\_\_

(Firm/Contractor's Authorized Representative)

Bradley A. Koether

(Printed Name)

Vice President

(Title)

**PART II**  
**SCOPE OF SERVICES**

The Firm shall render the following professional services necessary for the development of the project:  
(Choose appropriate contracted services)

**SCOPE OF SERVICES**

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the Texas COVID-19 Pandemic project and, if applicable, furnish to the County:
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired; and
  - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 365 days of execution of this Agreement.
6. Furnish the County copies of the preliminary report, if applicable (additional copies will be furnished to the County at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDEM. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the County an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm the prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through [www.SAM.gov](http://www.SAM.gov).
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDEM-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the County during construction; issue to contractors all instructions requested by the County; and prepare routine change orders if required, at no charge for engineering services to the County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by County and the Firm and submit to TDEM for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of the signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the County and approval by TDEM, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed and furnish the County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

## SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County.
2. The Firm shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing

contained in this Agreement shall create any contractual relation between any subcontractor and the County.

4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDEM and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the County including the manner by which it will be affected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
  - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. Section 3 of the Housing and Urban Development Act of 1968;
  - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
  - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDEM, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County has made final payment to the contractor and all other pending matters are closed.

## SUBCONTRACTOR IDENTIFICATION

1. The Firm shall engage DBR ENGINEERING CONSULTANTS, INC., located at 9601 McALLISTER FREEWAY, SUITE 410, SAN ANTONION, TX 78216, to perform Mechanical, Electrical and Plumbing engineering and design support for the project. Anticipated scope to include verifying electrical demands on each site, generating one line diagrams and electrical schedules and details, preparing riser diagrams for gas services preparing drawings for the construction documents, generating electrical and plumbing specifications for construction documents and assisting with bidding RFIS and construction inspections.

## SUBCONTRACTOR APPROVAL

1. The inclusion of DBR ENGINEERING CONSULTANTS, INC. as a subcontractor is subject to prior written approval by the County. The Firm shall notify the County in writing of the subcontractor's details and the extent of the work to be performed.

## SUBCONTRACTOR COMPLIANCE

1. DBR ENGINEERING CONSULTANTS, INC. shall comply with all applicable standards, orders, regulations, and laws, including but not limited to the Clean Air Act, Federal Water Pollution Control Act, and other relevant federal, state, and local regulations.

## SUBCONTRACTOR RESPONSIBILITIES

1. DBR ENGINEERING CONSULTANTS, INC. shall be responsible for verifying electrical demands on each site, generating one line diagrams and electrical schedules and details, preparing riser diagrams for gas services, preparing drawings for the construction documents, generating electrical and plumbing specifications for construction documents and assisting with bidding RFI'S and construction inspections and shall perform these duties in a professional, reasonable, and prudent manner in accordance with generally accepted professional practices. The subcontractor shall also adhere to all terms and conditions outlined in this Agreement.

## STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
  2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
  3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from County and at the Firm's expense if the deficiency is due to Firm's negligence. The County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the County under applicable state or federal law.
  4. The Firm agrees to and shall hold harmless the County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
-

**PART III**  
**PAYMENT SCHEDULE**

County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee	Contract Amount
• Approval of Preliminary Engineering Plans and Specifications by County.	20%	\$95,488.80
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%	\$143,233.20
• Completion of bid advertisement and contract award.	20%	\$95,488.80
• Completion of construction staking.	10%	\$47,744.40
• Completion of Final Closeout Assessment and submittal of "As Builts" to County.	10%	\$47,744.40
• Completion of final inspection and acceptance by the County.	10%	\$47,744.40
<b>Total</b>	<b>100%</b>	<b>\$477,444.00</b>

**BASE SERVICES**

County shall reimburse the Firm for professional services upon the completion of the following milestones per the indicated percentages, up to a total **Not-To- Exceed amount of \$477,444.00**. At no time shall payments cumulatively exceed this amount without a formally executed contract amendment.

**No payment shall be made in excess of the maximum compensation of \$477,444.00 without prior written approval of the County and TDEM, and without formal amendment to this Agreement.**

**SPECIAL SERVICES**

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$175.00
Survey Crew (3 members)	\$190.00
Project Engineer	\$175.00
Engineering Technician	\$150.00
Project Representative	\$175.00
Draftsman	\$85.00

The fee for all other Special Services shall not exceed a total of           N/A           and No/100 Dollars (\$          ). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of           N/A           and No/100 Dollars (\$          ).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a            percent (      %) overhead charge. All fees for testing shall not exceed a total of           N/A           and No/100 Dollars (\$          ).

3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

## PART IV

### TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Firm, and the County may set-off the damages it incurred as a result of the Firm's breach of contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the County.

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be affected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TDEM program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
  - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
  - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Firm from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
  - a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of Texas

COVID-19 Pandemic award between TDEM and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the Texas COVID-19 Pandemic award between TDEM and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the Texas COVID-19 Pandemic award between TDEM and the County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the Texas COVID-19 Pandemic award between TDEM and the County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

### **Federal Civil Rights Compliance.**

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
  - (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
  - (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
  - (d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TDEM Project Implementation Manual.
  - (e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
21. Additional Provisions:
  - a. Byrd Anti-Lobbying Certification  
The Contractor shall provide the Byrd Anti-Lobbying Certification in accordance with 2 CFR

Appendix II to Part 200(I). If the certification has not been submitted previously, the Contractor agrees to upload this certification with their Request for Reimbursement (RFR).

b. Prohibition on Covered Telecommunications

The Contractor shall not use, or allow the use of, covered telecommunications and video surveillance services or equipment as defined in 2 CFR 200.216. The Contractor shall certify that no equipment, services, or systems that are considered covered telecommunications are included in this contract.

c. Domestic Preferences Provision

The Contractor agrees to comply with the requirements of 2 CFR 200.322 regarding domestic preferences for procurement. This includes the requirement to purchase goods, products, and materials produced in the United States whenever feasible and consistent with applicable laws and regulations.

d. Clean Air Act Compliance

The Contractor shall comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and shall ensure that all facilities used in performance of this contract will comply with applicable air quality standards. This provision is required pursuant to 2 CFR Appendix II to Part 200(G).

e. Federal Water Pollution Control Act Compliance

The Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and shall ensure that all facilities used in performance of this contract comply with applicable water pollution control standards. This provision is required pursuant to 2 CFR Appendix II to Part 200(G).

**PART V**  
**PROJECT TIME SCHEDULE**  
**ENGINEERING/ARCHITECTURAL/SURVEYOR**  
**PROFESSIONAL SERVICES**

<i>May 23, 2025</i>	<i>Notice to Proceed Issued</i>
<i>September 1, 2025</i>	<i>Final Construction Plans Issued</i>
<i>October 1, 2025</i>	<i>Environmental Review Completed</i>

Exhibit 1.

## MONTHLY STATUS REPORT

Grant Recipient: Atascosa County                      Date Submitted: \_\_\_\_\_

Grant No.: \_\_\_\_\_                      Reporting Period: \_\_\_\_\_

Project Status:  
\_\_\_\_\_  
\_\_\_\_\_

Date of Last Inspection: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

Inspection Description:  
\_\_\_\_\_  
\_\_\_\_\_

Projected Date of Construction Completion: \_\_\_\_\_

Amount of Last Pay Request: \_\_\_\_\_

Date of Last Pay Request: \_\_\_\_\_

Status of Last Pay Request: \_\_\_\_\_

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
------	-------------------------------------

_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

*\*This report may be e-mailed or faxed to the Grant Recipient*

Exhibit 2.

**Byrd Anti-Lobbying Certification**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned, [Contractor's Name], certifies, to the best of their knowledge and belief, that:

1. No Federal Appropriated Funds:

No federal appropriated funds have been or will be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. Disclosure of Lobbying Activity:

If any funds other than federal appropriated funds have been used or will be used for lobbying, the undersigned will complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. Subcontracts and Subgrants:

The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and subgrants at all tiers (including subcontracts and subgrants for goods and services) and that all subrecipients shall certify and disclose accordingly.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



## 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:	Tristan Shannon
Position:	Deputy Clerk
Pay Rate:	\$21.15 hourly
Salary Budget Area:	012-444-402
Start Date:	07/28/2025
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:	Kristina Beavers
Position:	Deputy Clerk
Pay Rate:	\$21.15 hourly
Salary Budget Area:	012-444-402
Start Date:	07/28/2025
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**

Loretta Holley: Discuss and/or take appropriate action concerning personnel:  
Tax Office:

Existing Employee:	Arianna Davis
Position:	Deputy Clerk
Pay Rate:	\$21.15 hourly
Salary Budget Area:	012-444-402
Start Date:	07/28/2025
Physical:	n/a
Drug Test:	n/a



## PERSONNEL ACTION FORM

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

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

**Requested Action**

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

Existing Employee:	Christopher Lewis
Position:	PRN Paramedic to Full-Time Entry Paramedic
Pay Rate:	21.85/hr \$120/month Uniform Allowance
Salary Budget Area:	041-400-430 041-400-489
Start Date:	07/29/2025
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:** Existing Employee, new position or promotion

**Requested Action**

Existing Employee:	Brandon Johnson
Position:	PRN EMT to PRN Paramedic
Pay Rate:	\$22.00 hourly
Salary Budget Area:	041-400-518
Start Date:	07/29/2025
Physical:	Complete
Drug Test:	Complete



## PERSONNEL ACTION FORM

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

**Employment Type:**

New employee

**Requested Action**

Sarah Rihn: Discuss and/or take appropriate action concerning personnel:  
Animal Control:

New Employee:	Anthony Ramos
Position:	Kennel Tech
Pay Rate:	\$19.23 Hourly
Salary Budget Area:	012-447-405
Start Date:	07/29/25
Physical:	Pending
Drug Test:	Pending

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 9.**

**Meeting Date:** 07/28/2025  
**Item Title:** Exception - Eisenhower FM 1333  
**Submitted For:** Britni Van Curan, Rural Development Director

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

**Britni Van Curan:** Discuss and/or take appropriate action concerning approval/denial of the  
**Rural** Certificate of Exception for the Eisenhower Family on FM 1333 in Precinct 3.  
**Development:**

**ATTACHMENTS**

Eisenhower Packet  
Eisenhower - Certificate



## Registration for Division of Land in Atascosa County

We, John R. Eisenhauer and Christine Eisenhauer, are the owners of the surface estate of (i) that certain 147.84 acres of land, described in Clerk's File No. 204283, Official Public Records, Atascosa County, Texas; and (ii) that certain 23.42 acres of land, described in Clerk's File No. 94353, Official Public Records, Atascosa County, Texas (hereinafter the "Land"). We have had the division of 13.83 acres, out of the Land, as described and depicted in Exhibit "A" attached hereto, reviewed by the Rural Development Office and they have determined this division of the Land is excepted from the platting requirements of Atascosa County, Texas. We acknowledge that the property described in Exhibit "A" remains subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division(s) of this tract (if any) will need to be submitted to the appropriate office of Atascosa County for review. We acknowledge that we may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Agricultural Use       | <input type="checkbox"/> Family                      | <input checked="" type="checkbox"/> 10+ Acres  |
| <input type="checkbox"/> Veterans Land Board    | <input type="checkbox"/> State Agency                | <input type="checkbox"/> Political Subdivision |
| <input type="checkbox"/> Divided into two parts | <input type="checkbox"/> All parts to original owner |  |



Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS

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

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

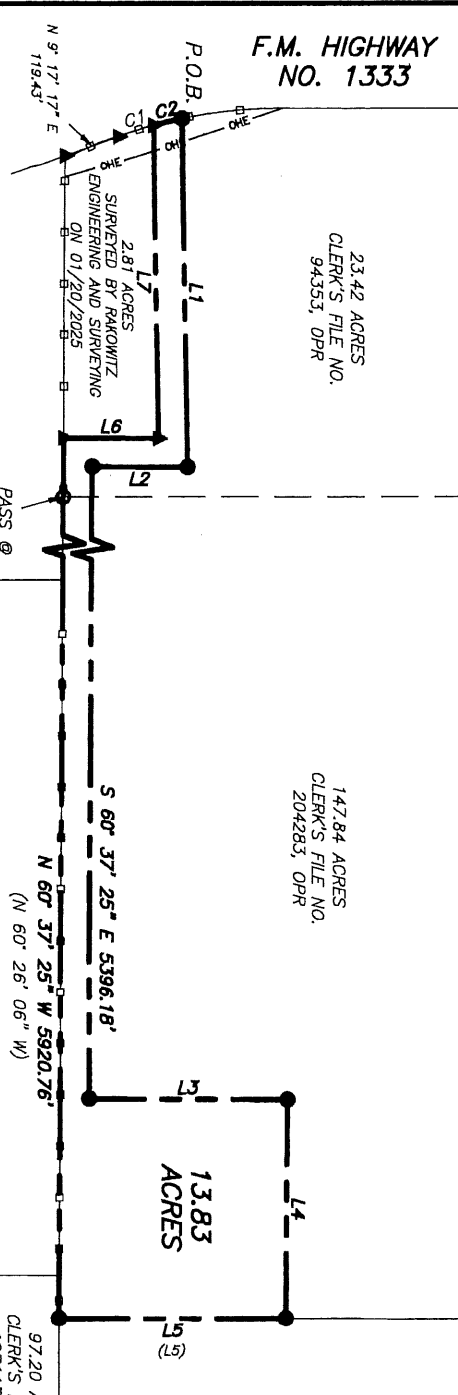
GIVEN under my hand and seal of office this \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public, in and for  
State of Texas

# EXHIBIT OF SURVEY

13.83 ACRES, BEING OUT OF A 147.84 ACRE TRACT OF LAND, ALSO BEING OUT OF A 23.42 ACRE TRACT OF LAND, LYING IN THE DIEGO PEREZ SURVEY NO. 1194, ABSTRACT NO. 665, ATASCOSA COUNTY, TEXAS



23.42 ACRES  
CLERK'S FILE NO.  
94353, OPR

147.84 ACRES  
CLERK'S FILE NO.  
204283, OPR

125 ACRES  
BOOK 822,  
PAGE 240, DR

THE BASIS OF BEARING  
ON THIS PLAT IS GRID  
NORTH, TEXAS STATE  
PLANE COORDINATE  
SYSTEM, NAD 83 (2011),  
SOUTH CENTRAL ZONE

1" = 300'

### LEGEND

- Set 5/8 inch steel rod monument with cap stamped Rakowitz Engineering & Surveying
- ▲ Previously set 5/8 inch steel rod monument with cap stamped Rakowitz Engineering & Surveying
- Found 1/2 inch steel rod monument
- Boundary line
- Adjoiner
- High game wire fence
- Overhead electric
- Record bearings and distances

Prepared for:  
Weston Eisenhauer

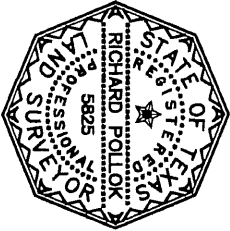
70.01 ACRES  
CLERK'S FILE NO.  
200304, OPR

### REFERENCES:

DEED: Clerk's File No. 94353, OPR  
Clerk's File No. 204283, OPR

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT, VISIBLE ENCROACHMENTS ARE SHOWN

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that this plat was prepared from an actual survey done by me or under my direct supervision, and that to the best of my knowledge and belief it is a true and correct representation of said survey.



*Richard Pollok*

688 ACRES  
VOL. 145,  
PG. 623, DR

N 60° 37' 25" W 5920.76'

### Line Table

Line #	Length	Direction
L1	740.32	S61° 44' 45"E
L2	201.19	S29° 26' 15"W
L3	420.40	N29° 26' 15"E
L4	463.13	S60° 37' 25"E
L5	480.40	S29° 15' 53"W
(L5)		
L6	200.00	N29° 26' 15"E
L7	665.33	N61° 44' 45"W

### Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	77.97	982.46	432.48°	N11° 27' 46"E	77.85
C2	61.58	1028.35	379.48°	N15° 21' 41"E	61.55



**RAKOWITZ**  
Engineering & Surveying

Texas Registered Engineering Firm E-5155  
Texas Registered Surveying Firm 101612-00  
830-288-4660

Date of survey: March 17, 2025  
Job No. 25-3564

Field notes for a tract of land containing 13.83 acres, being out of a 147.84 acre tract of land, also being out of a 23.42 acre tract of land, lying in the Diego Perez Survey No. 1194, Abstract No. 665, Atascosa County, Texas, as shown on the accompanying Exhibit of Survey, prepared for Weston Eisenhower, dated March 17, 2025.

Field notes for a tract of land containing 13.83 acres, being out of a 147.84 acre tract of land, described in an instrument, recorded in Clerk's File No. 204283, Official Public Records, Atascosa County, Texas, also being out of a 23.42 acre tract of land, described in an instrument, recorded in Clerk's File No. 94353, Official Public Records, Atascosa County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a point marked by a 5/8 inch steel rod monument with cap stamped Rakowitz Engineering and Surveying set, lying on the Southeast right-of-way line of Farm-To-Market Highway No. 1333, lying on the Northwest line of said 23.42 acres, which bears North 15° 21' 41" East, 61.55 feet, North 11° 27' 46" East, 77.95 feet, and North 9° 17' 17" East, 119.43 feet from a previously set 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, lying on the Southeast right-of-way line of Farm-To-Market Highway No. 1333, being the West corner of said 23.42 acres, said point of beginning being a salient corner of this tract of land;

Thence South 61° 44' 45" East, 740.32 feet, across said 23.42 acres, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying set, being a salient corner of this tract of land;

Thence South 29° 26' 15" West, 201.19 feet, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying set, being a reentrant corner of this tract of land;

Thence South 60° 37' 25" East, 5396.18 feet, across said 147.84 acres, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying set, being a reentrant corner of this tract of land;

Thence North 29° 26' 15" East, 420.40 feet, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying set, being a salient corner of this tract of land;

Thence South 60° 37' 25" East, 463.13 feet, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying set, lying on the Southeast line of said 147.84 acres, lying on the Northwest line of a 125 acre tract of land, described in an instrument, recorded in Book 822, Page 240, Deed Records, Atascosa County, Texas, said point being a salient corner of this tract of land;

Thence South 29° 15' 53" West, 480.40 feet, with the Southeast line of said 147.84 acres, with the Northwest line of said 125 acres, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying set, being a salient corner of said 125 acres, lying on the Northeast line of a 97.20 acre tract of land, described in an instrument, recorded in Clerk's File No. 123115, Official Public Records, Atascosa County, Texas, being the South corner of said 147.84 acres, said point being the South corner of this tract of land;

Thence North 60° 37' 25" West, with the Northeast line of said 97.20 acres, with the Southwest line of said 147.84 acres, with the Northeast line of a 688 acre tract of land, recorded in Volume 145, Page 623, Deed Records, Atascosa County, Texas, with the Northeast line of a 70.01 acre tract of land, described in an instrument, recorded in Clerk's File No. 200304, Official Public Records, Atascosa County, Texas, at 5794.85 feet passing a found 1/2 inch steel rod monument, lying on the Northeast line of said 70.01 acres, being the South corner of said 23.42 acres, being the West corner of said 147.84 acres, continuing for a total distance of 5920.76 feet to a previously set 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying set, being the South corner of a 2.81 acre tract of land, previously surveyed by Rakowitz Engineering and Surveying on 01/20/2025, said point being a salient corner of this tract of land;

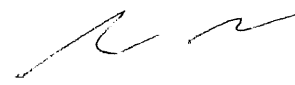
Thence North 29° 26' 15" East, 200.00 feet, across said 23.42 acres, with the Southeast line of said 2.81 acres, to a point marked by a previously set 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying set, being the East corner of said 2.81 acres, being a reentrant corner of this tract of land;

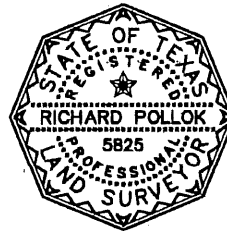
Thence North 61° 44' 45" West, 665.33 feet, with the Northeast line of said 2.81 acres to a point marked by a previously set 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying set, lying on the Southeast right-of-way line of Farm-To-Market Highway No. 1333, lying on the Northwest line of said 23.42 acres, being the North corner of said 2.81 acres, said point being a salient corner of this tract of land;

Thence with a curve to the right, having a radius of 1028.35 feet, with a chord direction and distance of North 15° 21' 41" East, 61.55 feet, with a curve length of 77.97 feet, to the point of beginning;

The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for a tract of land containing 13.83 acres, as shown on the accompanying Exhibit of Survey prepared for Weston Eisenhower, dated March 17, 2025, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.

  
Richard Pollok R.P.L.S. 5825  
Rakowitz Engineering and Surveying  
515 W. Oaklawn Ste. A  
Pleasanton, Texas 78064  
830-281-4060  
Firm No. 10181200



3 pgs  
D

204283

\* PARENT TRACT(S)  
VESTING DEED(S)

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

### SPECIAL WARRANTY DEED

Date: May 7, 2020

Grantor: JOHN R. EISENHAUER, Trustee for the CLAYTON ALEX EISENHAUER and GLADYS EISENHAUER TRUST, dated October 26, 1992, and amendments thereto,

Grantor's Address: 9535 FM 1333, Charlotte, TX 78011,

Grantee: JOHN R. EISENHAUER, Individually,

Grantee's Address: 9535 FM 1333, Charlotte, TX 78011,

Consideration: TEN AND NO/100 DOLLARS (\$10.00),

Property (including any improvements):

BEING 147.84 acres of land more or less out of the Diego Perez Survey No. 1194, Abstract No. 665, Atascosa County, Texas, and out of a 299.159 acre tract of land recorded in Volume 420, Pages 240-241, of the Deed Records of Atascosa County, Texas. Said 147.84 acres being more particularly described in Exhibit "A" attached hereto;

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

All easements, restrictions, covenants, conditions and other instruments of record in the Real Property Records of Bexar County, Texas which affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee all of Grantor's interest in and to the herein described Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

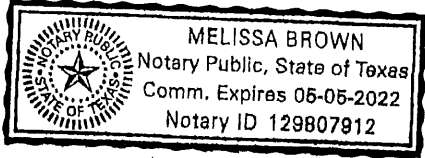
Executed this the 7 day of May, 2020.

John R. Eisenhauer  
JOHN R. EISENHAUER, Trustee for the  
CLAYTON ALEX EISENHAUER and  
GLADYS EISENHAUER TRUST

STATE OF TEXAS §  
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on this the 7 day of May, 2020, by  
JOHN R. EISENHAUER, Trustee for the CLAYTON ALEX EISENHAUER and GLADYS  
EISENHAUER TRUST.

Melissa Brown  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:  
  
JOHN R. EISENHAUER  
9535 FM 1333, Charlotte, TX 78011,

## EXHIBIT "A"

BEING 147.84 acres of land more or less out of the Diego Perez Survey No. 1194, Abstract No. 665, Atascosa County, Texas, and out of a 299.159 acre tract of land recorded in Volume 420, Pages 240-241, of the Deed Records of Atascosa County, Texas. Said 147.84 acres being more particularly described as follows:

BEGINNING at a fence corner on the south line of the 299.159 acre tract for the southwest corner of this tract. Said southwest corner being S. 60 deg. 26 min. 06 sec. E., 720.50 feet from the southwest corner of the 299.159 acre tract.

THENCE N. 29 deg. 19 min. 33 sec. E., 1109.04 feet along a fence line to an iron pin set for the northwest corner of this tract.

THENCE S. 60 deg. 28 min. 03 sec. E., 5799.50 feet to an iron pin set in a fence line for the northeast corner of this tract.

THENCE S. 29 deg. 27 min. 26 sec. W., 1112.31 feet along a fence line to a fence corner on the south line of the 299.159 acre tract for the southeast corner of this tract. Said southeast corner being N. 60 deg. 26 min. 06 sec. W., 480.90 feet for the southeast corner of the 299.159 acre tract.

THENCE N. 60 deg. 26 min. 06 sec. W., 5796.96 feet along a fence line and the south line of 299.159 acre tract to the POINT OF BEGINNING.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



Diane Gonzales, County Clerk

Atascosa County Texas

May 07, 2020 02:18:42 PM

FEE: \$34.00 KPONTON

204283

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

WD CLAYTON ALEX EISENHAUER TO JOHN R. EISENHAUER, ET UX

WARRANTY DEED

THE STATE OF TEXAS §  
COUNTY OF ATASCOSA § KNOW ALL MEN BY THESE PRESENTS:

THAT I, CLAYTON ALEX EISENHAUER, of Atascosa County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by the Grantees herein named, the receipt and sufficiency of which is hereby acknowledged;

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto JOHN R. EISENHAUER and wife, CHRISTINE EISENHAUER, whose address is 9535 FM 1333, Charlotte, Atascosa County, Texas 78011, the following described real property, lying and being situated in Atascosa County, Texas, to-wit:

BEING 23.42 acres of land, more or less, out of the Diego Perez Survey No. 1194, Abstract No. 665, and more particularly described by metes and bounds in on Exhibit "A" attached. hereto

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, his successors and assigns, all of the oil, gas and other minerals in and under and that may be produced from the above described property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

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

As a material part of the Consideration for this deed, Grantor and Grantees agree that Grantees are taking the Property "AS IS" and "WHERE IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantees acknowledges and stipulates that Grantees are not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantees takes the Property with the express understanding and stipulation that there are no express or implies warranties, except for limited warranties of title set forth in this deed.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said JOHN R. EISENHAUER and

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said **JOHN R. EISENHAUER and CHRISTINE EISENHAUER**, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular, the said premises unto the said **JOHN R. EISENHAUER and CHRISTINE EISENHAUER**, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

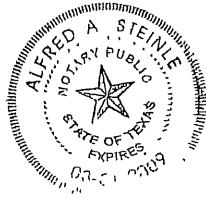
Grantor herein does further expressly warrant that the herein conveyed property is his separate property and estate, forms no part of any part of his marital homestead and said property has been under his exclusive control and management since his date of purchase thereof.

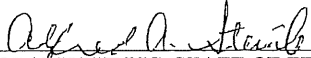
EXECUTED this 19 day of October, 2007.

  
CLAYTON ALEX EISENHAUER

THE STATE OF TEXAS §  
COUNTY OF ATASCOSA §

This instrument was acknowledged before me this 19<sup>th</sup> day of October, 2007,  
by CLAYTON ALEX EISENHAUER.



  
NOTARY PUBLIC, STATE OF TEXAS

**THIS INSTRUMENT WAS PREPARED BASED ON INFORMATION FURNISHED BY THE PARTIES, AND NO INDEPENDENT TITLE SEARCH HAS BEEN MADE.**

After Recording Return to:  
Mr. & Mrs. John R. Eisenhauer  
9535 FM 1333  
Charlotte, Texas 78011  
WD-Eisenhauer to Eisenhauer  
trw

Prepared in the Law Office of:  
Alfred A. Steinle  
P. O. Box 400  
Jourdanton, Texas 78026

23.42 Acre Tract

Field notes of 23.42 acres of land in Atascosa County, Texas out of the Diego Perez Survey 1194, Abstract 665 and also being out of that certain 26.29 acre tract described in a contract from the Veteran's Land Board of Texas to Clayton A. Eisenhower dated October 21, 1983 and recorded in Volume 646, page 280, Atascosa County Deed Records; said 23.42 acre tract is described by metes and bounds as follows:

Begin at an iron pin set for the south corner of said 26.29 acre tract and the west corner of that certain 147.84 acre tract conveyed by George W. Eisenhower, Jr. to Clayton A. Eisenhower by partition deed dated March 14, 1984 and recorded in volume 663, page 161, said Deed Records;

Thence N 60°35'48" W, with fence and the southwest line of said 26.29 acre tract, at 599.00 feet pass a pipe fence corner post and continuing on the same course, 720.60 feet to a pipe fence corner post for its west corner;

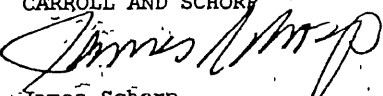
Thence with the common line of this tract and F. M. Highway 1333 as now fenced as follows: N 03°33'41" E 78.64 feet to a pipe fence corner post; N 10°23'26" E 58.64 feet to a pipe fence corner post; N 11°51'27" E 60.70 feet to a pipe fence corner post; N 15°36'03" E 60.75 feet to a pipe fence corner post; N 19°07'32" E 59.52 feet to a pipe fence corner post; N 22°38'13" E 59.56 feet to a pipe fence corner post; N 25°10'03" E 59.82 feet to a pipe fence corner post; N 27°49'55" E 70.89 feet to a pipe fence corner post and N 29°12'10" E 818.60 feet to a fence corner post for the west corner of a 2.88 acre tract surveyed this date;

Thence with the common line of this tract and said 2.88 acre tract as follows: S 41°34'52" E, with fence, 400.74 feet to a fence corner post; S 79°23'31" E, no fence, 94.75 feet to a pipe fence corner post; S 75°02'50" E 369.85 feet to a fence corner post for their easterly common corner in the common line of said 26.29 acre tract and that certain 125.00 acre tract conveyed by Clayton A. Eisenhower to Geo. W. Eisenhower, Jr. by said partition deed;

Thence S 29°05'56" W, with the southeast line of said 26.29 acre tract and the northwest lines of said 125.00 and 147.84 acre tracts, 1309.96 feet to the place of beginning.

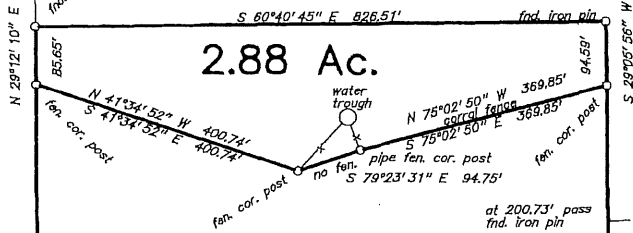
The above field notes were prepared from an actual survey made by me on the ground September 13, 2007.

CARROLL AND SCHORP

  
James Schorp  
Registered Professional Land Surveyor

125.00 ac., Clayton A. Eisenhower to  
Geo. W. Eisenhower, Jr., 3-14-84, 663/161

2.88 Ac.



Diego Perez  
Abstract 665

Survey 1194

26.29 ac., Veteran's Land Board of Texas  
to Clayton A. Eisenhower, 10-21-83, 646/280  
contract of sale

23.42 Ac.

Geo. W. Caldwell Sur. 72

cedar sur. line

at 599.01' pass  
pipe fen. cor. post

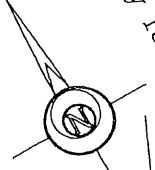
F. M. Highway 1333

147.84 ac., Geo. W. Eisenhower, Jr. to  
Clayton A. Eisenhower, 3-14-84, 663/161

688 ac., Dallas Jt. Stock Land Bank  
to R. E. Wilson, 11-1-39, 145/625

James Barclay Sur. 1505

Henry Wood Sur. 1506



Scale: 1" = 200'

Bearing Source:  
GPS derived, grid,  
ZAD83, Tex. So. Cent. Zone

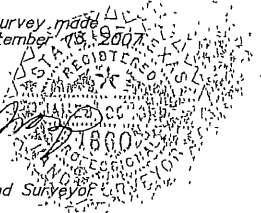
State Of Texas  
County Of Atascosa

Showing the division of a tract out of  
the Diego Perez Survey 1194 and described in  
Volume 646, page 280, Deed Records.

Prepared from an actual survey made  
by me on the ground September 18, 2007

CARROLL AND SCHORP

*James Schorp*  
James Schorp  
Registered Professional Land Surveyor



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

October 24, 2007 03:44.07 PM

94353

FEE: \$28.00

Diane Gonzales County Clerk  
Atascosa County TEXAS

**CERTIFICATE OF PLAT EXCEPTION**

**THE STATE OF TEXAS**

**COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 1 tract of land out of an original 116.11 acres, more or less, described in a Deed, Instrument Number 204283, Official Public Records, Atascosa County, Texas, and being currently owned by John R. Eisenhower, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the tract is being divided as a 10+ acre tract. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

\_\_\_\_\_  
County Judge, Atascosa County, Texas

\_\_\_\_\_  
Commissioner Precinct No. 1

\_\_\_\_\_  
Commissioner Precinct No. 2

\_\_\_\_\_  
Commissioner Precinct No. 3

\_\_\_\_\_  
Commissioner Precinct No. 4

Attest: \_\_\_\_\_  
Theresa Carrasco, County Clerk  
Atascosa County, Texas

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 10.**

**Meeting Date:** 07/28/2025  
**Item Title:** Exception - Kielman\_Benner Mysti Ln  
**Submitted For:** Britni Van Curan, Rural Development Director

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

**Britni Van Curan:** Discuss and/or take appropriate action concerning approval/denial of the Rural Certificate of Exception for Kielman/Benner on Mysti Ln. in Precinct 3.  
**Development:**

**ATTACHMENTS**

Kielman/Benner Division of Land  
Kielman/Benner Survey  
Kielman/Benner Deed  
Kielman/Benner Certificate



## Registration for Division of Land in Atascosa County

I, Amy Benner, am the owner of the attached filed division of land located at Galba Fugua Survey #1131 Abstract 271 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Agricultural Use       | <input type="checkbox"/> Family                      | <input checked="" type="checkbox"/> 10+ Acres  |
| <input type="checkbox"/> Veterans Land Board    | <input type="checkbox"/> State Agency                | <input type="checkbox"/> Political Subdivision |
| <input type="checkbox"/> Divided into two parts | <input type="checkbox"/> All parts to original owner |  |



Date: 07.16.2025

Signature: *Amy Benner*

Printed Name: Amy Benner

ACKNOWLEDGMENT

STATE OF TEXAS

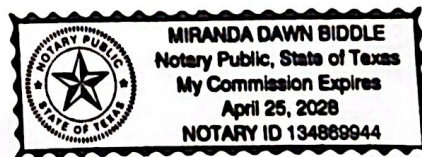
COUNTY OF Bexar

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

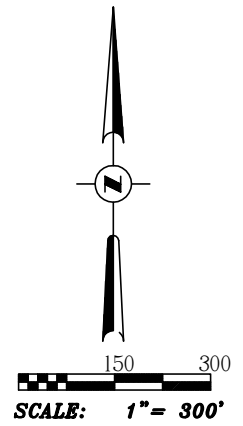
GIVEN under my hand and seal of office this 16<sup>th</sup> of July, 2025.

*Miranda Dawn Biddle*

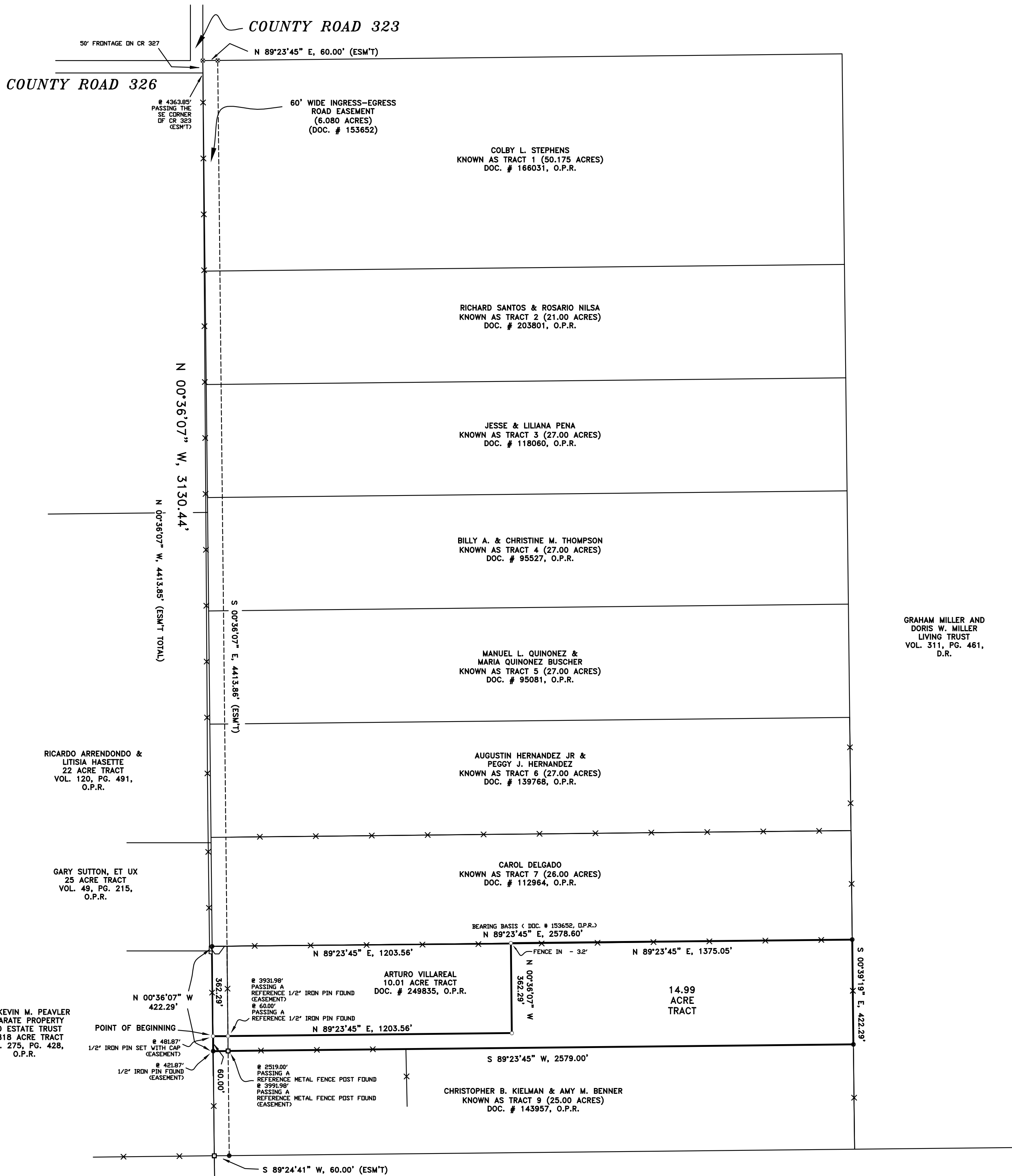
Notary Public, in and for  
State of Texas



GALBA FUGUA SURVEY NO. 1181, ABSTRACT 271



- PLAT LEGEND**
- 1/2" IRON PIN FOUND WITH CAP
  - 1/2" IRON PIN SET WITH CAP
  - STAMPED (RPLS 5482)
  - ⊗ 5/8" IRON PIN FOUND
  - DENOTES METAL FENCE POST
  - △ DENOTES HWY. R.O.W. MONUMENT
  - ⊖ DENOTES CHAIN-LINK FENCE LINE
  - ⊗ DENOTES BARB WIRE FENCE LINE
  - ⊘ DENOTES WOOD FENCE LINE
  - ⊙ DENOTES STEEL FENCE LINE
  - ⊖⊖ DENOTES OVER HEAD ELECTRIC LINE
  - P.P. DENOTES POWER POLE
  - M.P. DENOTES METER POLE
  - WM DENOTES WATER METER
  - TP DENOTES TELEPHONE PEDESTAL
  - CM DENOTES CONTROL MONUMENT



**SURVEY PLAT OF**

14.99 ACRES IN ATASCOSA COUNTY, TEXAS, OUT OF GALBA FUGUA SURVEY NO. 1181, ABSTRACT 271, BEING A PORTION OF CERTAIN 25.00 ACRE TRACT DESCRIBED IN CONVEYANCE FROM JAMES LOUIS TUTEN TO CHRISTOPHER KIELMAN AND AMY BENNER, OF RECORD IN DOCUMENT # 153652, OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 261.02 ACRE TRACT DESCRIBED IN DOCUMENT # 93266, OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

(SEE ACCOMPANYING FIELD NOTE DESCRIPTION)

**NOTES:**

- PROPERTY ADDRESS: 755 MYSTI LANE
- TITLE Co. SEGUIN TITLE CO., G.F. # 035989STC
- BUYERS: ADRIANNE MENDEZ AND STEVEN MENDEZ
- 60' WIDE INGRESS AND EGRESS ROAD EASEMENT (DOC. # 153652, OFFICIAL PUBLIC RECORDS (SHOWN))
- RIGHT OF WAY EASEMENT TO KARNES ELECTRIC COOPERATIVE, INC. (DOC. # 138061, OFFICIAL PUBLIC RECORDS (BLANKET EASEMENT))
- RIGHT OF WAY McCOY WATER SUPPLY CORPORATION (DOC. # 147458, OFFICIAL PUBLIC RECORDS (BLANKET EASEMENT))
- PIPELINE RIGHT OF WAY EASEMENT TO EXXON CORPORATION (VOLUME 405, PAGE 174, DEED RECORDS (VOLUME 407, PAGE 466, DEED RECORDS (DOES NOT AFFECT THIS TRACT))

**MARTINEZ**  
 SURVEYING & MAPPING CO  
 FIRM # 101822-00  
 P.O. BOX 17971  
 SAN ANTONIO, TX, 78217  
 (210) 829-4244

STATE OF TEXAS  
 COUNTY OF ATASCOSA  
 I hereby certify that the above plat is true and correct according to an actual survey made on the ground under my supervision and that there are no visible encroachments or encroachments of buildings on adjoining property, and that all buildings are wholly located on this property except as shown above and that all pins have been located as indicated above on the date on this plat.



This 6TH day of MARCH, 20 25 A.D.

*Reynaldo Martinez Jr.*  
 REGISTERED PROFESSIONAL LAND SURVEYOR No. 5482  
 REVISED: DECEMBER 12, 2024 JOB No. 11-5-15A (8B)

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

## **Warranty Deed with Vendor's Lien**

**Date:** June 23, 2014

**Grantor:** James Louis Tuten

**Grantor's Mailing Address:**

820 E. College  
Seguin, TX 78155-3220

**Grantee:** Christopher Kielman and Amy Benner, husband and wife

**Grantee's Mailing Address:**

P. O. Box 742  
Jourdanton, TX 78026

**Consideration:**

Cash and Grantee's assumption and agreement to pay, according to the terms of the first-lien note, the unpaid principal and earned interest of SEVENTY-SEVEN THOUSAND EIGHT HUNDRED FORTY-FIVE AND 22/100 DOLLARS (\$77,845.22) with interest from June 1, 2014 on the first-lien note, and a second-lien note of even date executed by Grantee. The first-lien note is dated September 30, 2011, is executed by James Louis Tuten, and is payable to the order of Veteran's Land Board of the State of Texas in the principal amount of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00). The first-lien note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in a deed dated September 30, 2011 and recorded in County Clerk File No. 125304 of the real property records of Atascosa County, Texas. The first-lien note is also secured by a first-lien deed of trust of even date to Jerry Patterson, trustee, recorded in County Clerk File No. 125305 of the real property records of Atascosa County, Texas. As further consideration Grantee promises to keep and perform all the covenants and obligations of the grantor named in that deed of trust and to indemnify, defend, and hold Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this assumption by Grantee. The second-lien note is payable to the order of Grantor in the principal amount of TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY FOUR AND 78/100 DOLLARS (\$24,654.78). The second-lien note is secured by a second and inferior vendor's lien against, and superior title to,

the Property retained in this deed and is also secured by a second-lien deed of trust of even date from Grantee to Henry Grun, trustee.

**Property (including any improvements):**

25.00 acres of land in Atascosa County, Texas, out of the Galba Fugua Survey No. 1181, A-271, being a portion of that certain 261.10 acre tract in Document # 93266, official Public records of Atascosa County, Texas. Said tract of land is more particularly described in Exhibit "A" which is attached hereto and made a part hereof for all purposes.

**Reservations from Conveyance:**

This conveyance is made subject to all previous mineral reservations of record affecting subject property. Grantor has no rights to oil, gas and other liquid hydrocarbons. It is the intent of Grantor to convey all coal, lignite and other hard or surface mined minerals.

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2014, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

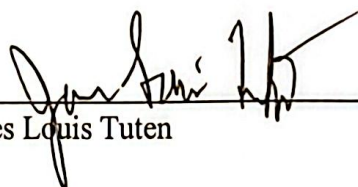
The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

The second and inferior vendor's lien against and superior title to the Property are retained for the benefit of Grantor to secure both Grantee's assumption of the first-lien note and payment of the second-lien note to Grantor. Grantee's assumption of the first-lien note is also secured by a deed of trust to secure assumption of even date, from Grantee to Henry Grun, trustee. If Grantee defaults in payment of the assumed note or the second-lien note or in observance of any covenant or condition of any instrument securing their payment, Grantor will have the right to foreclose the vendor's lien reserved in this deed. Grantor assigns to Grantee all funds on deposit for payment of taxes and insurance premiums.

Grantor, for the same Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee, without express or implied warranty, the strips or gores, if any, between the Property and abutting properties and land lying in or under any public thoroughfare, opened or proposed, abutting or adjacent to the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded as to the property conveyed by this paragraph.

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

  
\_\_\_\_\_  
James Louis Tuten

STATE OF TEXAS )

COUNTY OF BEXAR )

This instrument was acknowledged before me on June 23, by James Louis Tuten.



  
\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Law Office of Henry Grun  
222 Main Plaza East  
San Antonio, Texas 78205  
Tel: (210) 227-5161  
Fax: (210) 227-8553

**AFTER RECORDING RETURN TO:**

Christopher Kielman  
P. O. Box 742  
Jourdanton, TX 78026

**CERTIFICATE OF PLAT EXCEPTION**

**THE STATE OF TEXAS**

**COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 1 tract of land out of an original 25.00 acres, more or less, described in a Deed, Instrument Number 153652, Official Public Records, Atascosa County, Texas, and being currently owned by Christopher Kielman & Amy Benner, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the tract is being divided as a 10+ acre tract. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

\_\_\_\_\_  
County Judge, Atascosa County, Texas

\_\_\_\_\_  
Commissioner Precinct No. 1

\_\_\_\_\_  
Commissioner Precinct No. 2

\_\_\_\_\_  
Commissioner Precinct No. 3

\_\_\_\_\_  
Commissioner Precinct No. 4

Attest: \_\_\_\_\_  
Theresa Carrasco, County Clerk  
Atascosa County, Texas

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 11.**

**Meeting Date:** 07/28/2025  
**Item Title:** Road Bore Permits - Pillar EFS County Road 419  
**Submitted For:** Britni Van Curan, Rural Development Director

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

**Britni Van Curan:** Discuss and/or take appropriate action concerning approval/denial for the Road Rural Bore Permit for Pillar EFS on County Road 419 in Precinct 4.  
**Development:**

**ATTACHMENTS**

Pillar EFS CR419 Road Bore Permit

## ATASCOSA COUNTY PIPELINE PERMIT

X ORIGINAL APPLICATION    \_\_\_ AMENDMENT    \_\_\_ 6 MONTH EXTENSION

ON THIS THE 18 day of July, 2025, A.D., the undersigned Pillar EFS LLC "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.

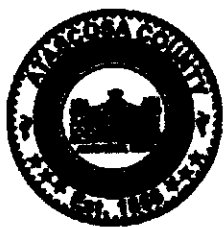
Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

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



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

**KNOW ALL MEN BY THESE PRESENTS:**

Comes now Pillar EFS LLC, 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:

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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:

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

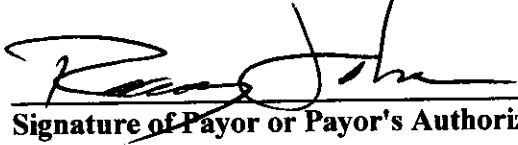
For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

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.

Pillar EFS LLC  
Printed Name of Payor (If Company or Business Entity)

Ramsay Johnson  
Printed Name of Payor's Authorized Agent

  
Signature of Payor or Payor's Authorized Agent

\_\_\_\_\_  
6/22/25  
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

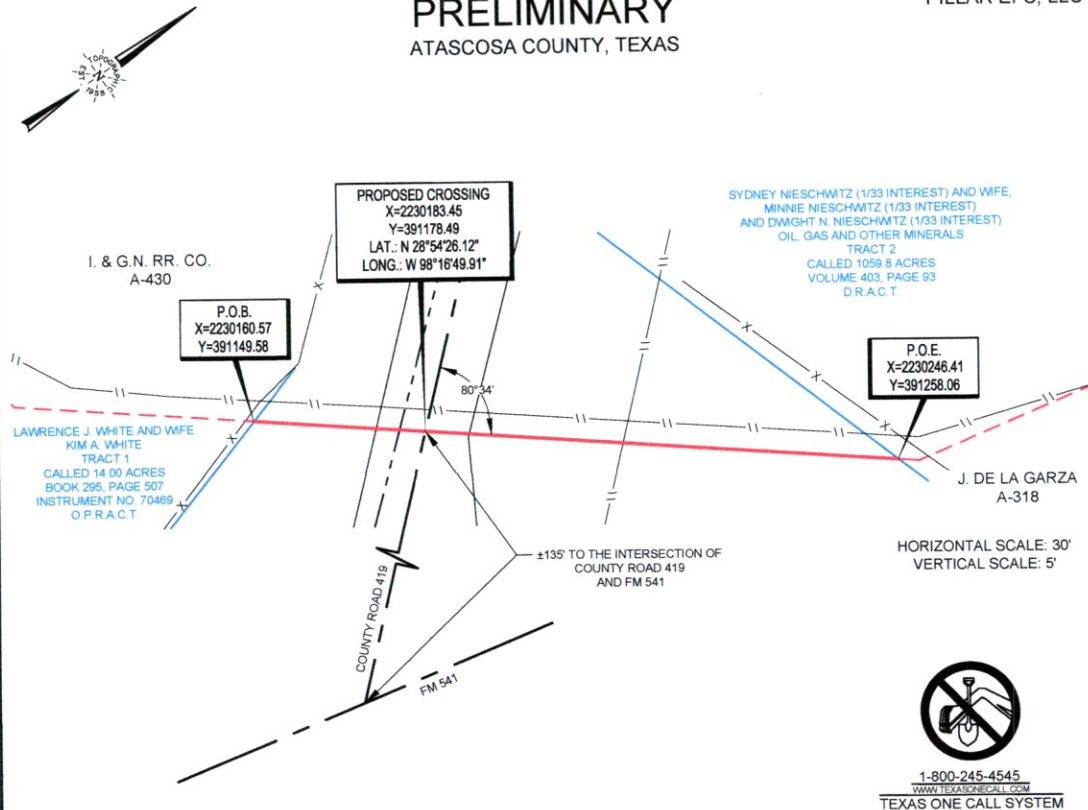
ATTEST

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

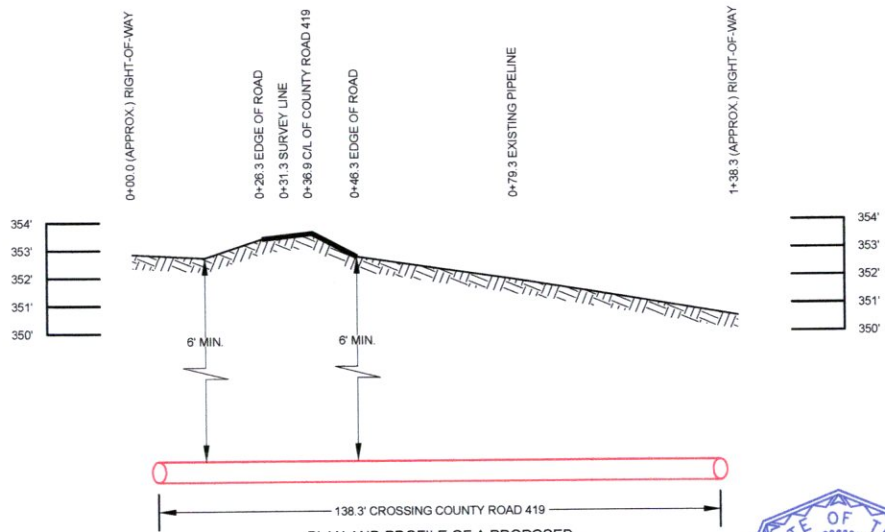
# PRELIMINARY

## ATASCOSA COUNTY, TEXAS

PILLAR EFS, LLC



1-800-245-4545  
[www.texasonecall.com](http://www.texasonecall.com)  
 TEXAS ONE CALL SYSTEM



### LEGEND

- SURVEY/SECTION LINE
- TRACT BORDER
- SURVEYED BASELINE
- CONTINUED BASELINE
- C/L OF ROAD
- EDGE OF ROAD
- FENCE LINE
- EXISTING PIPELINE

**TOPOGRAPHIC**  
 LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 148 • FT. WORTH, TEXAS 76140  
 TELEPHONE: (817) 744-7312 • FAX: (817) 744-7554  
 2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705  
 TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX: (432) 682-1743  
 WWW.TOPOGRAPHIC.COM



Patrick A. Fox, R.P.L.S. No. 5069  
 March 07, 2025

CONSTITUTION EAST SWD PIPELINE CR 419	REVISION:	
	INT	DATE
DATE: 03/03/2025		
FILE: RP.CONSTITUTION.EAST.SWD.PIPELINE.CR419		
DRAWN BY: MJW		
SHEET: 1 OF 1		

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE SYSTEM OF 1927, SOUTH CENTRAL ZONE, U.S. SURVEY FEET.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT. IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY. MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PILLAR EFS, LLC. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
5. B.O.L./P.O.B. = BEGINNING OF LINE/POINT OF BEGINNING
6. E.O.L./P.O.E. = END OF LINE/POINT OF EXIT
7. D.R.A.C.T. = DEED RECORDS, ATASCOSA COUNTY, TEXAS
8. O.P.R.A.C.T. = OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS

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 18 day of July, 20 25 A.D.

After approval the fully executed permit should be returned to:

Pillar EFS LLC  
2626 Howell St., Suite 800  
Dallas, TX 75204

Pillar EFS LLC  
Company  
By: Ramsey Johnson

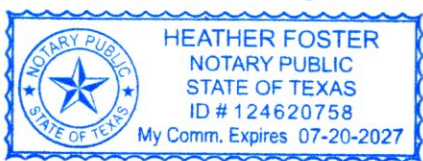
CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF Atascosa

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Ramsey Johnson 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 Pillar EFS LLC, 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 18th day of July, 20 25 A.D.

Heather Foster  
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 \_\_\_\_\_

410

# CR 419 Bore location

Legend

Jamies Ranch For Special Kids

Bore location

419

541

415

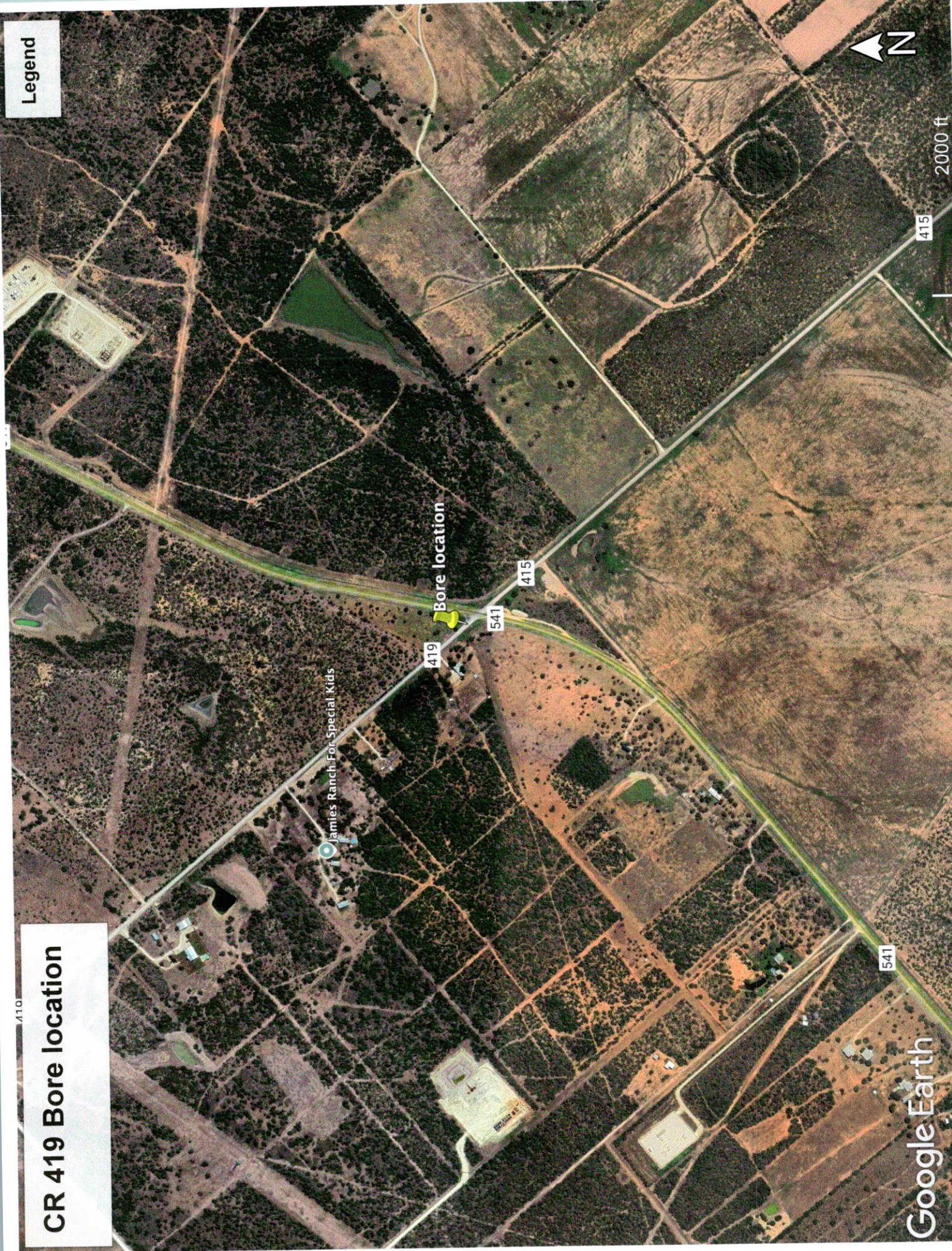
541

415

2000 ft



Google Earth



**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 12.**

**Meeting Date:** 07/28/2025  
**Item Title:** Temporary Water Line - EOG County Road 424  
**Submitted For:** Britni Van Curan, Rural Development Director

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

**Britni Van Curan:** Discuss and/or take appropriate action concerning approval/denial of the  
**Rural Development:** Temporary Water Line Permit for EOG Resources on County Road 424 in  
Precinct 4.

**ATTACHMENTS**

Temporary Water Line - EOG County Road 424



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

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

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

- CR 424 - Approximately 8 miles south of Pleasanton.
- 2 miles of 12" Layflat alongside the east ROW of CR 424.
- Fresh Water Only
- \* See Attached Map.

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.

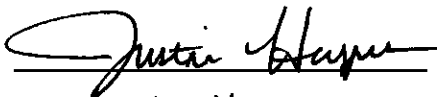
Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of \$200. If the 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 07/22/2025 (mm/dd/yyyy) and complete such operations by 10/22/2025 (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: Justin Haynes

Title: Row Agent

Address: 2128 Oaklawn Rd. Pleasanton, TX 78064

Date: 7/21/2025

I have reviewed the foregoing Request, and I:

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

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

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

Atascosa County, Texas

**CONTACT PERSON FOR COMPANY**

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

Print name: Justin Haynes

Office Telephone: 2102139580

Cell Phone: 2102139580

Email Address: justin-haynes@eogresources.com

Address: 2128 daklana Rd

City, State, Zip: Pleasanton, TX 78064

## **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**



## TEMPORARY WATERLINE ROW REQUEST

EOG Resources proposes to lay 1 – 12” Temporary Lafylat Water Line (Fresh Water Only) along the ROW of CR 424. The line is approximately 8 miles south of Pleasanton, Texas in Atascosa County. The line will enter the CR 424 ROW from the west, from private property, at (28.854726, -98.473070). The line will travel south along the east side of CR 424 for approximately 1.95 miles. The line will then exit onto private property at (28.824801, -98.473293)

Thank You,

Justin Haynes

Right of Way Agent

Pleasanton ROW Office

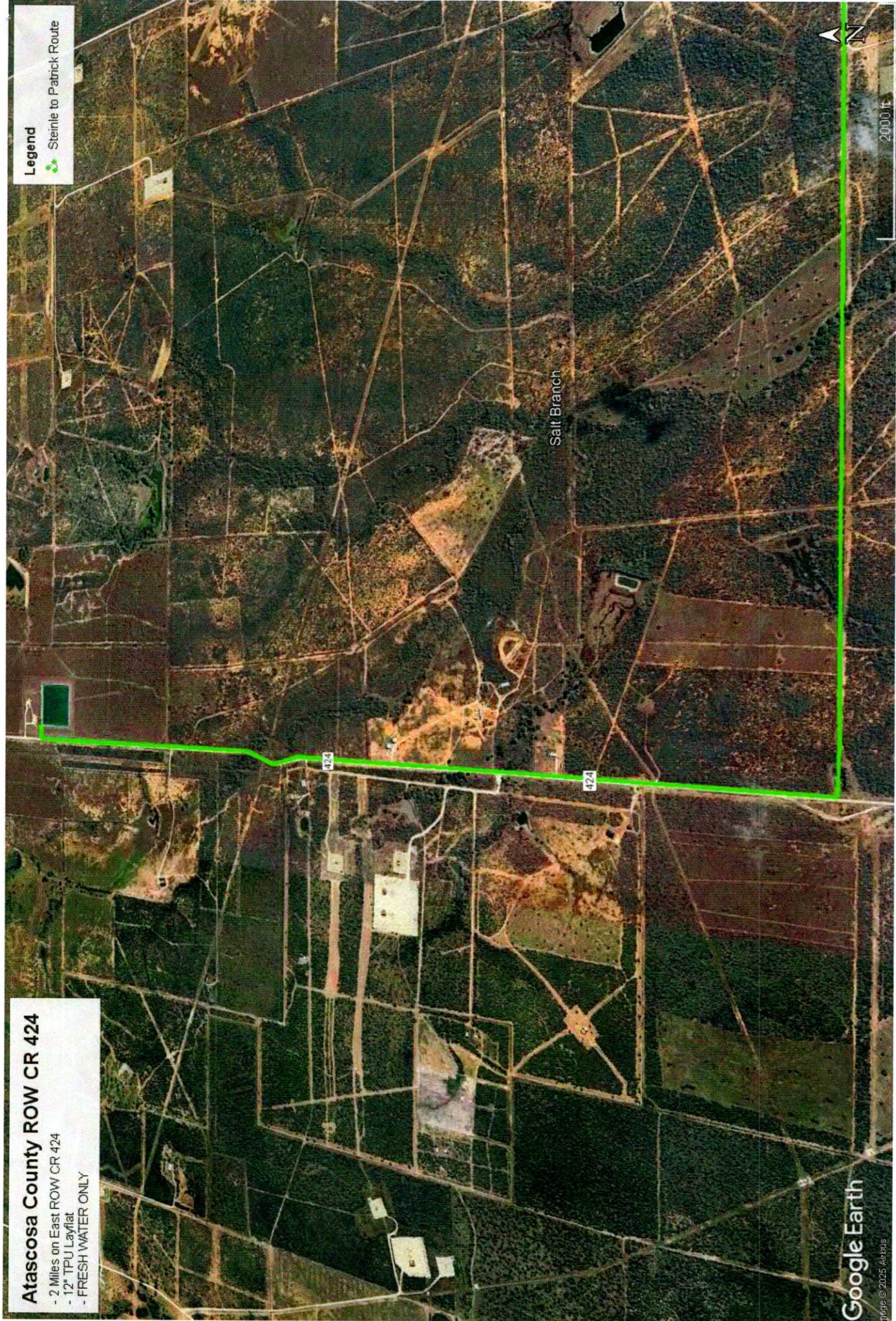
San Antonio Division

C: 210-213-9580



**Atascosa County ROW CR 424**  
- 2 Miles on East ROW CR 424  
- 12" TPU Layflat  
- FRESH WATER ONLY

**Legend**  
Stemle to Patrick Route



**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 13.**

**Meeting Date:** 07/28/2025

**Item Title:**

**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 May 2025.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 14.**

**Meeting Date:** 07/28/2025  
**Item Title:** Regional Public Defender for Capital Cases Interlocal FY26/27  
**Submitted For:** Tracy Barrera, County Auditor

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

**Tracy Barrera:** Discuss and or take appropriate action to renew the Interlocal Agreement with  
**Auditor:** the Regional Public Defender for Capital Cases for FY 2026-27. The annual amount due from Atascosa County is \$23,254.00, which is the same amount as the 2024-2025 agreement. If the interlocal is approved, then authorize Judge Weldon P. Cude to sign the Interlocal Agreement with the Regional Public Defender Office for Capital Cases on behalf of Atascosa County Commissioners Court.

**ATTACHMENTS**  
Interlocal Agreement

**REGIONAL PUBLIC DEFENDER  
FOR CAPITAL CASES**



**Chief Public Defender**

Edward Ray Keith

P.O. BOX 2097  
LUBBOCK, TX 79408  
MAIN: (806)696-3740  
FAX: (806)696-3750

Honorable Weldon Cude  
County Judge  
County of Atascosa  
1 Courthouse Circle Drive  
Jourdanton, Texas 78026

Via email: [countyjudge@co.atascosa.tx.us](mailto:countyjudge@co.atascosa.tx.us)

***RE: FY2026/27 Interlocal Agreement***

Honorable Judge Cude:

The current Interlocal Agreement expires September 30, 2025. Enclosed is the new Interlocal Agreement for the FY2026/27 biennium. The attached Interlocal begins October 1, 2025 and expires September 30, 2026; it will automatically renew on October 1, 2026 and expire September 30, 2027.

The allocations for the new biennium are remaining the same as the previous biennium.

The signed Interlocal is due back to us by September 30, 2025 and payment is due 30 days after. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Ray Keith, Jr.", written over a horizontal line.

Edward Ray Keith, Jr.

Austin  
(512)756-4621

Dallas  
(972)551-0100

Lubbock  
(806)641-8407

Pearland  
(979)266-7613

San Angelo  
(325)617-5405

San Antonio  
(210)886-8789

## INTERLOCAL AGREEMENT

This interlocal agreement (the “Agreement”) is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** (“RPDO”), and **ATASCOSA COUNTY, TEXAS** (“Participant”), a political subdivision of the State of Texas, (also, individually, a “Party” or, collectively, the “Parties”). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

### RECITALS

**WHEREAS**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a “local government” pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

**WHEREAS**, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Atascosa County, Texas outlined herein; and

**WHEREAS**, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS**, the performance of this Agreement by RPDO and Participant will be in the common interest of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE I PROGRAM

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the “RPDO”), funded in part by the Texas Indigent Defense Commission (“TIDC”) Multi-Year Discretionary Grant Program Funds and in part by Program Participants, will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will be represented by the State Counsel for Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

A participating county’s costs are based on several factors including: (i) funds received by the RPDO from the TIDC Multi-Year Discretionary Grant Program Funds; (ii) the participating county’s population; (iii) the number of counties participating in the Program; (iv) a participating county’s population as a percentage of the total population of all participating counties; and (iv) the average number of capital

murder cases filed in the participating county (the average number of capital cases is based on the previous ten (10) years). The minimum cost per participating county shall be \$1,000.00. Attached hereto as Attachment 1 is each county's cost for participating in the Program.

The Interlocal Agreements shall become effective October 1, 2025 and continue through September 30, 2026. Thereafter, the agreements shall renew automatically on October 1<sup>st</sup> for one successive one-year term through September 30, 2027, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within Participant's geographic boundaries to appoint the RPDO for the trial defense of a defendant in a death-eligible capital murder cases by completing and submitting to the RPDO the attached application (Attachment 2). In the event of a death-eligible capital murder case with multiple defendants, the trial court shall appoint the RPDO to only one eligible defendant. Any other attorneys appointed for other defendants in such case shall be at the Participant's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent qualifying defendants charged with the offense of capital murder (death-eligible) in all criminal proceedings directly related thereto from appointment through trial disposition. The RPDO does not represent defendants' post-conviction or in motions for new trial. The RPDO will exercise sole discretion as legal counsel in its representation of the defendant in compliance with the duties of a licensed attorney in the State of Texas and, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; (vii) all state and federal case law applicable for the provision of effective assistance of counsel in death penalty cases; and (viii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the Participant. Participant may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to Participant's agreement with the RPDO that support the calculations of charges invoiced to the Participant under this Agreement. Such audits shall be conducted at Participant's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, Participant agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount Participant paid for appointed counsel on capital murder cases, if available.
- 1.06 **Experts.** Participant will continue to incur the expense of experts as approved by the local court. Participant may be required to deposit funds with the RPDO as necessary to pay for the expense of experts as requested by the RPDO or required by the district court with jurisdiction over the applicable capital murder case.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by Participant.

**ARTICLE II**  
**OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases  
PO Box 2097  
Lubbock, Texas 79408  
E-Mail: [rkeith@rpdo.org](mailto:rkeith@rpdo.org)

If to Participant:

Honorable Weldon Cude County Judge  
Atascosa County  
1 Courthouse Circle Drive  
Jourdanton, Texas 78026  
E-Mail: [countyjudge@co.atascosa.tx.us](mailto:countyjudge@co.atascosa.tx.us)

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the Participant and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the Participant, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate its employees. RPDO's employees will not be considered, for any purpose, employees of Participant within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and Participant recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues, staffing and allocated resources available to the respective party. The RPDO or the Participant executing this Agreement may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds, staffing or allocated resources are not appropriated or are insufficient to provide the services as determined by the respective governing bodies of the parties. In such event, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.12 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by Participant from the Agreement shall occur upon the affirmative decision by Participant's Commissioners Court to withdraw from the Agreement and the withdrawing Participant giving at least one hundred and eighty (180) calendar days' notice in writing to the RPDO. The effective date of voluntary withdrawal shall be the last day of the applicable term of the Agreement after the one hundred and eighty (180) day notice provided by the withdrawing Participant.
- (b) **Involuntary Withdrawal.** Participant shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the Participant to pay any cost-sharing payment by the due date, as provided in a notice to the Participant. Participant shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that Participant withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in Participant's County, beginning on the effective date of the withdrawal, Participant shall be responsible for timely payment of \$250.00 per hour for the first chair attorney, \$200.00 per hour for the second chair attorney, \$125.00 per hour for the mitigation specialist and \$100.00 per hour for the investigator. Additionally, Participant shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF ATASCOSA

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Honorable Weldon Cude  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

\_\_\_\_\_  
Slater C. Elza  
Underwood Law Firm  
General Counsel

County	FY26	FY27
Anderson County	19,404.00	19,404.00
Andrews County	21,848.00	21,848.00
Angelina County	49,569.00	49,569.00
Aransas County	5,661.00	5,661.00
Archer County	2,033.00	2,033.00
Armstrong County	1,000.00	1,000.00
Atascosa County	23,254.00	23,254.00
Austin County	9,103.00	9,103.00
Bailey County	7,449.00	7,449.00
Bandera County	4,953.00	4,953.00
Bastrop County	30,403.00	30,403.00
Baylor County	2,760.00	2,760.00
Bee County	24,538.00	24,538.00
Bell County	153,886.00	153,886.00
Blanco County	4,638.00	4,638.00
Borden County	1,000.00	1,000.00
Bosque County	4,332.00	4,332.00
Bowie County	72,026.00	72,026.00
Brazoria County	105,741.00	105,741.00
Brazos County	87,307.00	87,307.00
Brewster County	2,268.00	2,268.00
Briscoe County	1,000.00	1,000.00
Brooks County	1,679.00	1,679.00
Brown County	34,223.00	34,223.00
Burleson County	11,936.00	11,936.00
Burnet County	21,182.00	21,182.00
Caldwell County	18,645.00	18,645.00
Calhoun County	18,331.00	18,331.00
Callahan County	9,033.00	9,033.00
Camp County	4,897.00	4,897.00
Carson County	1,379.00	1,379.00
Cass County	16,338.00	16,338.00
Castro County	1,751.00	1,751.00
Chambers County	40,109.00	40,109.00
Cherokee County	27,183.00	27,183.00
Childress County	1,583.00	1,583.00
Clay County	4,364.00	4,364.00
Cochran County	1,000.00	1,000.00
Coke County	1,000.00	1,000.00
Coleman County	3,762.00	3,762.00
Collingsworth County	1,000.00	1,000.00
Colorado County	4,883.00	4,883.00
Comal County	65,724.00	65,724.00
Comanche County	3,229.00	3,229.00

Concho County	1,000.00	1,000.00
Cooke County	31,199.00	31,199.00
Coryell County	44,912.00	44,912.00
Cottle County	1,000.00	1,000.00
Crane County	1,111.00	1,111.00
Crockett County	4,609.00	4,609.00
Crosby County	3,156.00	3,156.00
Culberson County	1,000.00	1,000.00
Dallam County	1,690.00	1,690.00
Dawson County	2,959.00	2,959.00
Deaf Smith County	4,414.00	4,414.00
Delta County	1,241.00	1,241.00
DeWitt County	4,709.00	4,709.00
Dickens County	1,000.00	1,000.00
Dimmit County	2,047.00	2,047.00
Donley County	4,647.00	4,647.00
Duval County	2,331.00	2,331.00
Eastland County	13,893.00	13,893.00
Ector County	155,421.00	155,421.00
Edwards County	1,000.00	1,000.00
Ellis County	65,174.00	65,174.00
Erath County	11,964.00	11,964.00
Falls County	5,967.00	5,967.00
Fannin County	12,344.00	12,344.00
Fayette County	17,423.00	17,423.00
Fisher County	1,000.00	1,000.00
Floyd County	1,283.00	1,283.00
Foard County	1,000.00	1,000.00
Franklin County	12,143.00	12,143.00
Freestone County	14,299.00	14,299.00
Frio County	8,240.00	8,240.00
Gaines County	32,240.00	32,240.00
Galveston County	123,970.00	123,970.00
Garza County	5,254.00	5,254.00
Gillespie County	12,158.00	12,158.00
Glasscock County	1,000.00	1,000.00
Goliad County	9,411.00	9,411.00
Gonzales County	12,353.00	12,353.00
Gray County	8,915.00	8,915.00
Grayson County	61,245.00	61,245.00
Gregg County	59,158.00	59,158.00
Grimes County	6,953.00	6,953.00
Guadalupe County	64,515.00	64,515.00
Hale County	17,408.00	17,408.00
Hall County	2,607.00	2,607.00
Hamilton County	1,953.00	1,953.00

Hansford County	3,192.00	3,192.00
Hardeman County	4,716.00	4,716.00
Hardin County	21,103.00	21,103.00
Harrison County	40,864.00	40,864.00
Hartley County	1,279.00	1,279.00
Haskell County	1,287.00	1,287.00
Hays County	124,663.00	124,663.00
Hemphill County	1,000.00	1,000.00
Henderson County	52,434.00	52,434.00
Hill County	12,395.00	12,395.00
Hockley County	8,989.00	8,989.00
Hood County	24,315.00	24,315.00
Hopkins County	22,294.00	22,294.00
Houston County	11,005.00	11,005.00
Howard County	12,154.00	12,154.00
Hudspeth County	1,000.00	1,000.00
Hunt County	64,409.00	64,409.00
Hutchinson County	8,770.00	8,770.00
Irion County	1,000.00	1,000.00
Jack County	2,013.00	2,013.00
Jackson County	7,413.00	7,413.00
Jasper County	11,650.00	11,650.00
Jeff Davis County	4,347.00	4,347.00
Jefferson County	140,094.00	140,094.00
Jim Hogg County	1,149.00	1,149.00
Jim Wells County	38,285.00	38,285.00
Johnson County	56,733.00	56,733.00
Jones County	8,516.00	8,516.00
Karnes County	3,494.00	3,494.00
Kaufman County	87,544.00	87,544.00
Kendall County	12,455.00	12,455.00
Kenedy County	1,000.00	1,000.00
Kent County	1,000.00	1,000.00
Kerr County	20,240.00	20,240.00
Kimble County	1,018.00	1,018.00
King County	1,000.00	1,000.00
Kinney County	1,000.00	1,000.00
Kleberg County	22,647.00	22,647.00
Knox County	1,000.00	1,000.00
La Salle County	9,329.00	9,329.00
Lamar County	21,406.00	21,406.00
Lamb County	3,099.00	3,099.00
Lampasas County	5,118.00	5,118.00
Lavaca County	4,814.00	4,814.00
Lee County	4,152.00	4,152.00
Leon County	3,734.00	3,734.00

Liberty County	60,494.00	60,494.00
Limestone County	16,879.00	16,879.00
Lipscomb County	2,663.00	2,663.00
Live Oak County	12,375.00	12,375.00
Llano County	10,856.00	10,856.00
Loving County	1,000.00	1,000.00
Lubbock County	116,394.00	116,394.00
Lynn County	1,329.00	1,329.00
Madison County	9,005.00	9,005.00
Marion County	2,306.00	2,306.00
Martin County	1,244.00	1,244.00
Mason County	1,000.00	1,000.00
Matagorda County	27,976.00	27,976.00
Maverick County	13,611.00	13,611.00
McCulloch County	1,813.00	1,813.00
McLennan County	118,386.00	118,386.00
McMullen County	1,000.00	1,000.00
Medina County	15,928.00	15,928.00
Menard County	1,000.00	1,000.00
Midland County	65,553.00	65,553.00
Milam County	23,308.00	23,308.00
Mills County	1,059.00	1,059.00
Mitchell County	2,136.00	2,136.00
Montague County	6,679.00	6,679.00
Moore County	8,946.00	8,946.00
Morris County	2,838.00	2,838.00
Motley County	1,000.00	1,000.00
Nacogdoches County	34,272.00	34,272.00
Navarro County	12,501.00	12,501.00
Newton County	4,829.00	4,829.00
Nolan County	5,426.00	5,426.00
Ochiltree County	2,379.00	2,379.00
Oldham County	1,000.00	1,000.00
Orange County	31,366.00	31,366.00
Palo Pinto County	12,499.00	12,499.00
Panola County	13,023.00	13,023.00
Parker County	60,384.00	60,384.00
Parmer County	2,344.00	2,344.00
Pecos County	7,482.00	7,482.00
Polk County	19,652.00	19,652.00
Potter County	70,757.00	70,757.00
Presidio County	1,456.00	1,456.00
Rains County	4,826.00	4,826.00
Randall County	64,419.00	64,419.00
Reagan County	1,000.00	1,000.00
Real County	2,592.00	2,592.00

Red River County	4,689.00	4,689.00
Reeves County	5,440.00	5,440.00
Refugio County	1,601.00	1,601.00
Roberts County	1,000.00	1,000.00
Robertson County	5,902.00	5,902.00
Rockwall County	32,833.00	32,833.00
Runnels County	2,352.00	2,352.00
Rusk County	21,902.00	21,902.00
Sabine County	4,287.00	4,287.00
San Augustine County	20,966.00	20,966.00
San Jacinto County	16,090.00	16,090.00
San Patricio County	40,844.00	40,844.00
San Saba County	11,043.00	11,043.00
Schleicher County	1,000.00	1,000.00
Scurry County	4,022.00	4,022.00
Shackelford County	1,000.00	1,000.00
Shelby County	24,770.00	24,770.00
Sherman County	1,000.00	1,000.00
Smith County	98,170.00	98,170.00
Somervell County	2,187.00	2,187.00
Starr County	38,896.00	38,896.00
Stephens County	4,098.00	4,098.00
Sterling County	1,000.00	1,000.00
Stonewall County	1,000.00	1,000.00
Sutton County	1,000.00	1,000.00
Swisher County	3,592.00	3,592.00
Taylor County	53,383.00	53,383.00
Terrell County	1,000.00	1,000.00
Terry County	4,747.00	4,747.00
Throckmorton County	1,000.00	1,000.00
Titus County	7,382.00	7,382.00
Tom Green County	65,299.00	65,299.00
Trinity County	3,231.00	3,231.00
Tyler County	14,385.00	14,385.00
Upshur County	24,958.00	24,958.00
Upton County	2,722.00	2,722.00
Uvalde County	11,644.00	11,644.00
Val Verde County	15,177.00	15,177.00
Van Zandt County	19,953.00	19,953.00
Victoria County	38,550.00	38,550.00
Walker County	25,895.00	25,895.00
Waller County	21,237.00	21,237.00
Ward County	4,702.00	4,702.00
Washington County	25,933.00	25,933.00
Webb County	109,927.00	109,927.00
Wharton County	28,890.00	28,890.00

Wheeler County	3,122.00	3,122.00
Wichita County	73,328.00	73,328.00
Wilbarger County	3,061.00	3,061.00
Willacy County	8,663.00	8,663.00
Wilson County	15,692.00	15,692.00
Winkler County	1,851.00	1,851.00
Wise County	27,922.00	27,922.00
Wood County	18,269.00	18,269.00
Yoakum County	3,764.00	3,764.00
Young County	11,990.00	11,990.00
Zapata County	3,299.00	3,299.00
Zavala County	2,297.00	2,297.00

**APPLICATION FOR APPOINTMENT OF LEGAL COUNSEL  
FROM THE REGIONAL PUBLIC DEFENDER'S OFFICE**

Date: \_\_\_\_\_

As the District Judge for the \_\_\_\_\_ District Court, I am requesting the appointment of the Regional Public Defender's Office as legal counsel for: \_\_\_\_\_, Defendant, in the following criminal case pending before this Court:

*State of Texas v.* \_\_\_\_\_;

Cause No. (if available) and/or Warrant No.: \_\_\_\_\_;

and by submitting this application further certify as follows:

- \_\_\_\_\_ County is a participating county in the Regional Public Defender's Office Program.
- This case has been on the Court's docket for six (6) months or less.
- The Defendant has been certified as indigent, is charged with a capital criminal offense and is eligible to receive the death penalty and otherwise qualifies under the Regional Public Defender's Office Program.
- This appointment is in compliance with the County's Indigent Defense Policy (if any) and this appointment would comply with all applicable procedures.
- I understand that if any of the above requirements are not met, the RPDO may, per the terms of the interlocal agreement entered into between \_\_\_\_\_ County and the RPDO, deny this application and refuse the appointment to this case.

\_\_\_\_\_  
Honorable Judge  
(Printed Name): \_\_\_\_\_

\_\_\_\_\_ District Court  
\_\_\_\_\_ County, Texas

Received by the RPDO on \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name)

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 15.**

**Meeting Date:** 07/28/2025  
**Item Title:** 2025 Unclaimed Property - Capital Credits  
**Submitted For:** Tracy Barrera, County Auditor

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

**Tracy Barrera:** Discuss and/or take appropriate action to approve the submission of the  
**Auditor:** Unclaimed Property Capital Credits for Counties and, if approved, authorize County Judge Weldon P. Cude to sign the attached. This is an annual process, in conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 16.**

**Meeting Date:** 07/28/2025

**Item Title:**

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

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

**Molly Solis:** Discuss and/or take appropriate action to amend and/or publish notice of the  
**County Attorney:** Order Prohibiting Dumpsters within the Public Right of Way of Atascosa County  
and enforcement and penalties for violations of the Order.

**ATTACHMENTS**

Dumpster Order ROW

**ITEM 13 - THERESA CARRASCO: DISCUSS AND/OR TAKE APPROPRIATE ACTION CONCERNING THE APPROVAL FOR THE COUNTY TO ENTER THE AGREEMENT/CONTRACT WITH KOFILE FOR THE RESTORATION OF BOOKS PROJECT. THE FUNDS WILL DERIVE FROM THE ARCHIVE FUND (100-400-604) IN THE AMOUNT OF \$251,863.21. I REQUEST JUDGE CUDE BE AUTHORIZED TO SIGN THE AGREEMENT, PENDING THE APPROVAL OF THE ASSISTANT COUNTY ATTORNEY.**

MOTION MADE BY COMMISSIONER GILLESPIE AND SECONDED BY

COMMISSIONER PEREZ. APPROVED AS PRESENTED. VOTED 4-0 CARRIED.

- ENTER AGENDA REQUEST AND CONTRACT

**ITEM 14 - THERESA CARRASCO: DISCUSS AND/OR TAKE APPROPRIATE ACTION CONCERNING THE APPROVAL OF THE ARCHIVAL MICROFILM VAULT STORAGE AGREEMENT WITH KOFILE TECHNOLOGIES, INC. THE PRICE FOR 2024 IS \$6,160.00 TO BE PAID OUT OF ARCHIVE FUND (100-400-604). PLEASE NOTE THAT THE PRICE WILL GO UP EVERY YEAR DUE TO THE INCREASE IN THE NUMBER OF FILM BEING STORED. THE AGREEMENT HAS BEEN REVIEWED BY THE ASSISTANT COUNTY ATTORNEY. I REQUEST JUDGE CUDE BE AUTHORIZED TO SIGN THE AGREEMENT.**

MOTION MADE BY COMMISSIONER PEREZ AND SECONDED BY COMMISSIONER

GILLESPIE. APPROVED AS PRESENTED. VOTED 4-0 CARRIED.

- ENTER AGENDA REQUEST AND CONTRACT

**ITEM 16 - TRENT ROWELL: DISCUSS AND/OR TAKE APPROPRIATE ACTION ON ISSUING AN ORDER PROHIBITING DUMPSTERS IN THE COUNTY ROAD RIGHTS-OF-WAY AND AUTHORIZING ENFORCEMENT OF SAME.**

MOTION MADE BY COMMISSIONER GILLESPIE AND SECONDED BY

COMMISSIONER RILEY. A DISCUSSION WAS HELD ABOUT THE PROCEDURES ON

HOW THIS WAS GOING TO BE HANDLED. VOTED 4-0 CARRIED.

- ENTER AGENDA REQUEST AND ORDER

**ITEM 17 - TRENT ROWELL: DISCUSS AND/OR TAKE APPROPRIATE ACTION CONCERNING ORDER DETERMINING ATASCOSA COUNTY SHERIFF'S OFFICE VEHICLE IS SURPLUS PROPERTY; PERMITTING DONATION OF SAME ACCORDING TO CHAPTER 352.002 OF THE LOCAL GOVERNMENT CODE TO BLACKHILLS VOLUNTEER FIRE DEPARTMENT, AND AUTHORIZE COUNTY**

**ORDER PROHIBITING DUMPSTERS WITHIN THE PUBLIC RIGHT-OF-WAY OF  
ATASCOSA COUNTY, TEXAS**

**WHEREAS**, The Texas Transportation Code 251.016 gives the commissioners court of a county the general control over all roads, highways, and bridges in the county;

**WHEREAS**, construction within the Public Right-of-Way of County maintained roads may impact the integrity of the county roads and/or safety of vehicular traffic by creating physical obstructions;

**IT IS ORDERED** that dumpsters are not allowed cause an obstruction or to be placed in Roadway, side ditches, county right of way or anyplace where it can be a potential hazard to roadway traffic or prevent the maintenance of the Public Right-of-Way.

Any dumpster that fails to meet these regulations will be deemed non-compliant.

The County Attorney's Office shall be charged with the enforcement of this Order. If any person or entity violates any provision of this Order, the County Attorney will attempt to obtain compliance with these Regulations. In the event they are unable to obtain compliance within a reasonable time the County Attorney may so report to the Commissioners Court and the following remedies may be pursued:

1. If any person or entity violates this Order, the Commissioners Court may direct the County Attorney to file suit to enjoin the violation of this Order; or
2. If any person or entity violates this Order, the Commissioners Court may order the removal of the dumpster at the person or entity's expense. Texas Local Government Code §81.023 provides that the Commissioners Court may punish contempt by fine not to exceed twenty-five dollars (\$25.00), or by imprisonment not to exceed twenty-four (24) hours and in case of fine, the party may be held in custody until the fine is paid.
3. If the Commissioners Court finds a person to be guilty of contempt, it may enter such orders consistent with general law as it deems appropriate to punish the person guilty of contempt, and may enter such order and further orders enforceable by civil and criminal contempt, and consistent with its authority under general law, as Commissioners Court deems necessary to enforce and protect its jurisdiction over the matter and to uphold the integrity of this Order.
4. The procedure for contempt proceedings before Commissioners Court will be consistent with procedures in actions before other courts in this state for enforcement of court orders, and for the protection of the jurisdiction of courts by process of contempt. Provided, however, that the person shall be given ten (10) days' notice of said contempt proceeding by certified or registered mail, return receipt requested.

EFFECTIVE THIS 8<sup>th</sup> DAY OF Jan, 2024

Weldon P. Cude

Weldon P. Cude, County Judge

Mark Gillespie

Mark Gillespie, Commissioner, Pct. 1

Eliseo Perez

Eliseo Perez, Commissioner, Pct.3

Mark Bowen

Mark Bowen, Commissioner, Pct. 2

Kennard Riley

Kennard Riley, Commissioner, Pct. 4

Attest:

Theresa Carrasco

Theresa Carrasco, County Clerk



**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 17.**

**Meeting Date:** 07/28/2025

**Item Title:** Discuss and Consider action to approve t

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

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

Molly Solis, County Attorney: Discuss and/or take appropriate action to transfer the Digital Criminal Evidence Lab oversight and budget line item 012-404-758 MOBILE FORENSIC  
Jake Guerra, Sheriff: EXPENSE from the County Attorney's Office to the Sheriff's Office effective immediately.



## 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**

Tracy Barrera: Discuss and/or take appropriate action concerning personnel:  
Auditor:

Existing Employee	Jace Allan
Position:	Juvenile Post-Detention Director
Pay Rate:	Bi-Weekly Salary \$3,792.31
Salary Budget Area:	139-400-401
Start Date:	08/04/2025
Physical:	N/A
Drug Test:	N/A



## PERSONNEL ACTION FORM

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

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

**Requested Action**

Comm. Riley: Discuss and/or take appropriate action concerning personnel:  
Existing Employee: Timothy Gould  
Position: Road Crew-Transfer from Pct.1 to Pct. 4  
Pay Rate: \$24.23 hourly  
Salary Budget Area: 024-400-402  
Start Date: 07/28/2025  
Physical: n/a  
Drug Test: n/a