

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
August 25, 2025
9 a.m.

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

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

AGENDA

1. Judge Cude: Call to Order.
2. Judge Cude: Prayer; Pledge of Allegiance.
3. Public Comments:
4. Audrey Louis: Discuss and/or take appropriate action concerning personnel:
District Attorney:
 - New Employee: Jason Michael Engquist
 - Position: Investigator
 - Pay Rate: \$73,000.00 Annual
 - Salary Budget Area: 047-400 418- \$63,000.00 and 141-401 - \$10,000.00
 - Start Date: September 1, 2025
 - Physical: pending
 - Drug Test: pending
5. Courtney Gier: Discuss and/or take appropriate action concerning personnel:
EMS:
 - New Employee: Robert Mieszala
 - Position: PRN paramedic
 - Pay Rate: \$22.00 hourly
 - Salary Budget Area: 041-400-518
 - Start Date: 08/26/2025
 - Physical: Complete
 - Drug Test: complete

6. Cathy Seiter: Discuss and/or take appropriate action to approve Judges for a 2 (two) Elections: year term from September 1, 2025, to August 31, 2027.
7. Margaret Littleton: Discuss and/or take appropriate action concerning personnel: District Clerk:
- | | |
|---------------------|-----------------------|
| New Employee: | Brittney Esparza |
| Position: | Deputy District Clerk |
| Pay Rate: | \$20.86 hourly |
| Salary Budget Area: | 012-456-402 |
| Start Date: | 08/25/2025 |
| Physical: | pending |
| Drug Test: | pending |
8. Sarah Rhin: Discuss and/or take appropriate action concerning personnel: ACAC:
- | | |
|---------------------|-----------------|
| New Employee | Valerie Wilson |
| Position: | Part-Time Staff |
| Pay Rate: | \$12.50 hourly |
| Salary Budget Area: | 012-477-406 |
| Start Date: | Pending |
| Physical: | Pending |
| Drug Test: | Pending |
| Existing Employee | Daniela Vasquez |
| Position: | Kennel Manager |
| Pay Rate: | \$23.08 hourly |
| Salary Budget Area: | 012-477-403 |
| Start Date: | 08/25/25 |
| Physical: | N/A |
| Drug Test: | N/A |
9. Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:
- | | |
|---------------------|---|
| New Employee: | Fernanda Gonzales |
| Position: | Corrections Officer |
| Pay Rate: | Tier 3: \$23.44 Hourly, 86 Hours Fluctuating; \$120.00 Mo. Uniform; SB22 Eligible, 90-Day County Probation, 1-Year Agency Probation |
| Salary Budget Area: | 012-442-562 |
| Start Date: | 08/25/2025 9:00am |
| Physical: | complete |
| Drug Test: | complete |
| New Employee: | William Ramos |
| Position: | Deputy Sheriff |
| Pay Rate: | Tier 2: \$27.70 Hourly, 86 Hours Fluctuating, \$120.00 Mo Uniform, SB22 Eligible, Incentive Pay, 90-Day County Probation, 1-Year Agency Probation |
| Salary Budget Area: | 012-440-410 |
| Start Date: | 09/04/2025 |

Physical: complete
Drug Test: complete

10. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Master Development Plan for the Lakeside Horizon Subdivision off N State Highway 16 in Precinct 1.
Rural Development:
11. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the variance request for a septic permit for 7708 N US Highway 281 in Precinct 1.
Rural Development:
12. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for the Medina Family on Cutting Horse Ln in Precinct 2.
Rural Development:
13. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the MTW Services Subdivision on W State Highway 97 in Precinct 3.
Rural Development:
14. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for the Gonzales Family on W FM 140 in Precinct 3.
Rural Development:
15. Comm.Pawelek: Discuss and/or take appropriate action to approve the Interlocal Agreement between Atascosa County and the City of Jourdanton for Street Maintenance projects.
16. Molly Solis: Discuss and/or update and take appropriate action on the legal review and County Attorney: corrections made to the Regional Medical Examiner Building Owner-Contractor Construction Agreement.
17. Molly Solis: Discuss and/or take appropriate action concerning personnel:
County Attorney:
New Employee Adela Martinez
Position: Assistant County Attorney
Pay Rate: \$115,000.00 total annual salary (Base \$83,400.00 plus SB 22 \$31,600.00)
Salary Budget Area: 012-404-425
Start Date: September 2, 2025
Physical: Completed
Drug Test: Completed

18. 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 and 551.074 to discuss personnel and other matters with the County Attorney's office.

19. OPEN SESSION

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

executive session.

21. Judge Cude: Discuss, review and take action to accept and/or approve any
Tracy Barrera: invoices and payroll.
22. Judge Cude: Discuss, review and take action on reports submitted.
Tracy Barrera:
23. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, September 8, 2025.
24. 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, August 22, 2025.



Jessica Kidd, Court Coordinator



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

| | |
|-------------------------------------|--|
| Audrey Louis: District Attorney: | Discuss and/or take appropriate action concerning personnel: |
| New Employee: | Jason Michael Engquist |
| Position: | Investigator |
| Pay Rate: | \$73,000.00 Annual |
| Salary Budget Area: | 047-400 418- \$63,000.00 and 141-401 - \$10,000.00 |
| Start Date: | September 1, 2025 |
| Physical: | pending |
| Drug Test: | pending |



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

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

| | |
|---------------------|-----------------|
| New Employee: | Robert Mieszala |
| Position: | PRN paramedic |
| Pay Rate: | \$22.00 hourly |
| Salary Budget Area: | 041-400-518 |
| Start Date: | 08/26/2025 |
| Physical: | Complete |
| Drug Test: | complete |

**AGENDA REQUEST
(GENERAL)**

Agenda Item 6.

Meeting Date: 08/25/2025
Item Title: 2 year Appointment of Election Judges
Submitted For: Cathy Seiter, Elections Admin.

Discuss and/or take appropriate action concerning:

Cathy Seiter: Discuss and/or take appropriate action to approve Judges for a 2 (two) year term
Elections: from September 1, 2025, to August 31, 2027.

ATTACHMENTS

Approved Election Judges

Democrat Election Judges

Josie Martinez

James Ehler

Maria Rodriguez

Lydia Castillo

Jessica Turnbull

Gary Turnbull

Gilbert Uribe

Leigh Ann Peek

Margie Ellis

Helen Garza

Evangelina DeLeon

Beatriz Saucedo

Gloria Cordova

Norma Zuniga

Andrew Pietraszkiewicz

Christina Flores

Alejandra Burdick

Donna Rayes

Kathy Coronado

Republican Election Judges

Jim Hindes

Carole Shipley

Carol Stewart

John Shipley

Bryan Harvey

Darrell Eichman

Garnet Lopez

Lynn Anderson

Beth Powell

Dennis Bald

Mark Tullos

Ted Bailie

Gary Moseley

Lloyd Dickey

Melody Kendrick- Alt.

Rena McDaniel- Alt.

Janie Fields- Alt.

Darlene Huth- Alt.

Corrinna Velasquez- Alt.

Susan Beyers- Alt.



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

Margaret Littleton: Discuss and/or take appropriate action concerning personnel:
District Clerk:

| | |
|---------------------|-----------------------|
| New Employee: | Brittney Esparza |
| Position: | Deputy District Clerk |
| Pay Rate: | \$20.86 hourly |
| Salary Budget Area: | 012-456-402 |
| Start Date: | 08/25/2025 |
| Physical: | pending |
| Drug Test: | pending |



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

| | |
|---------------------|-----------------|
| Existing Employee | Daniela Vasquez |
| Position: | Kennel Manager |
| Pay Rate: | \$23.08 hourly |
| Salary Budget Area: | 012-477-403 |
| Start Date: | 08/25/25 |
| Physical: | N/A |
| Drug Test: | N/A |



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

Sarah Rhin:

ACAC:

Discuss and/or take appropriate action concerning personnel:

New Employee

Valerie Wilson

Position:

Part-Time Staff

Pay Rate:

\$12.50 hourly

Salary Budget Area:

012-477-406

Start Date:

Pending

Physical:

Pending

Drug Test:

Pending



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:
New Employee: Fernanda Gonzales
Position: Corrections Officer
Pay Rate: Tier 3: \$23.44 Hourly, 86 Hours Fluctuating;
\$120.00 Mo. Uniform; SB22 Eligible, 90-Day
County Probation, 1-Year Agency Probation
Salary Budget Area: 012-442-562
Start Date: 08/25/2025 9:00am
Physical: complete
Drug Test: complete



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

| | |
|---------------------|---|
| New Employee: | William Ramos |
| Position: | Deputy Sheriff |
| Pay Rate: | Tier 2: \$27.70 Hourly, 86 Hours Fluctuating, \$120.00 Mo Uniform, SB22 Eligible, Incentive Pay, 90-Day County Probation, 1-Year Agency Probation |
| Salary Budget Area: | 012-440-410 |
| Start Date: | 09/04/2025 |
| Physical: | complete |
| Drug Test: | complete |

**AGENDA REQUEST
(GENERAL)**

Agenda Item 10.

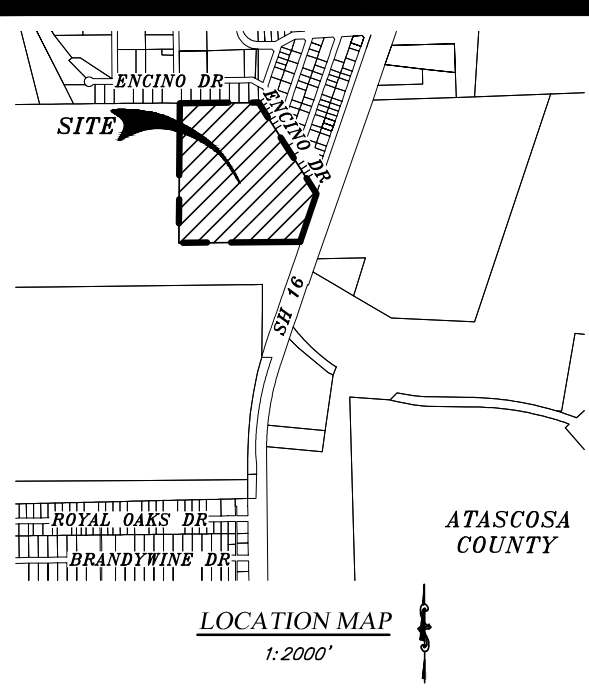
Meeting Date: 08/25/2025
Item Title: Subdivision - Lakeside Horizon MDP
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Rural Development: Master Development Plan for the Lakeside Horizon Subdivision off N State Highway 16 in Precinct 1.

ATTACHMENTS

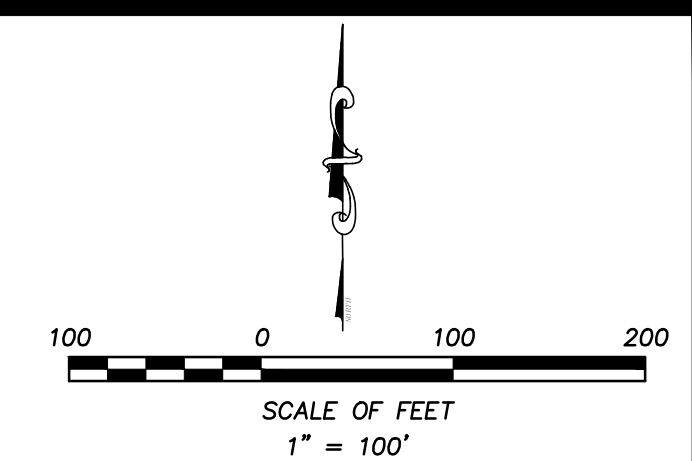
MDP
MDP Statement



FLOODPLAIN NOTE:
THE LIMITS OF THIS MDP DOES CONTAIN ZONE A FEMA FLOODPLAIN AS SHOWN ON FIRM MAP NUMBER 48013C0100C EFFECTIVE NOVEMBER 4, 2010.

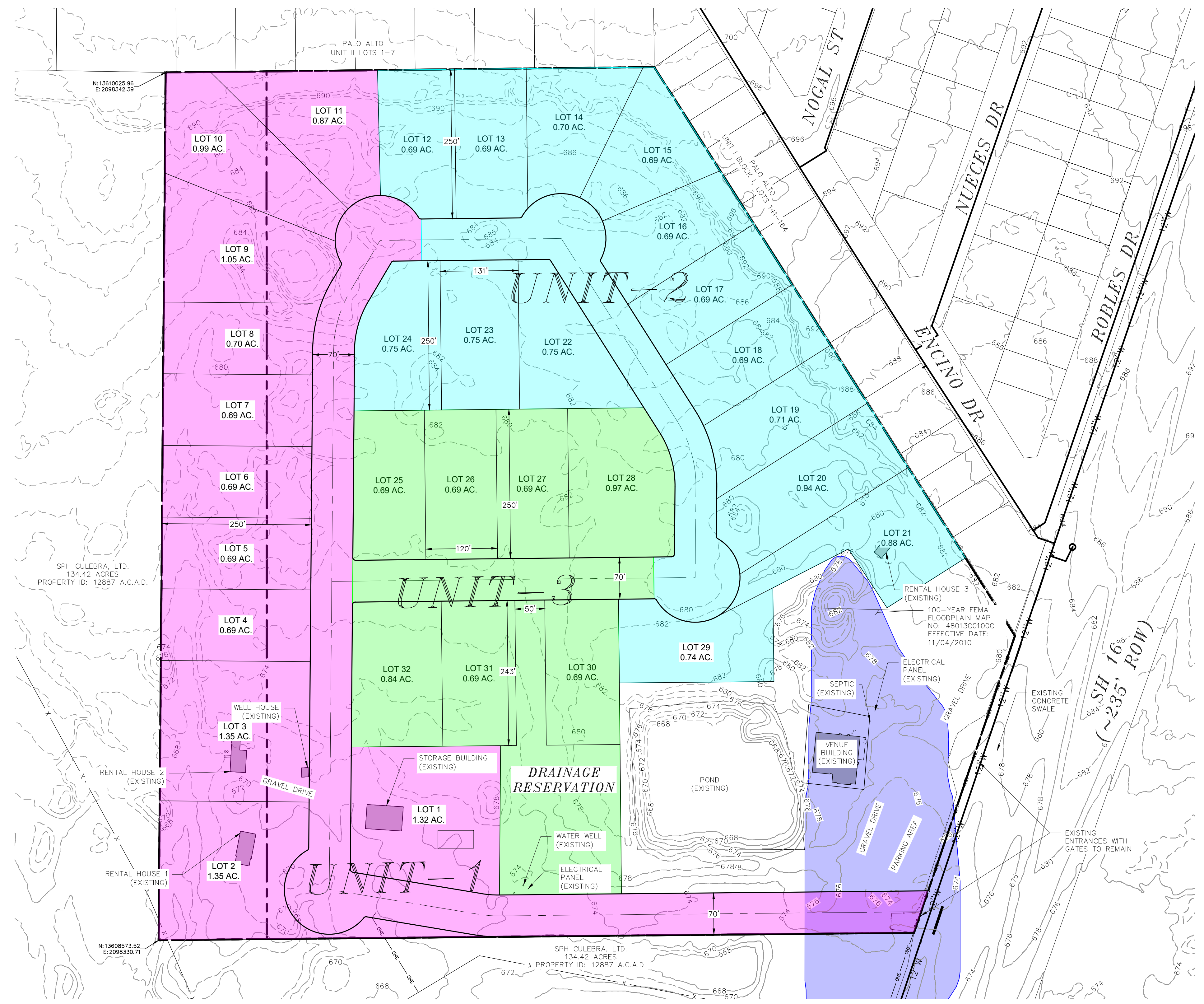
| UNIT | ACREAGE | STREET LF | TOTAL LOTS | DENSITY |
|--------|---------|-----------|------------|---------|
| UNIT-1 | 14.16 | 2,181' | 11 | 0.77 |
| UNIT-2 | 12.17 | 933' | 14 | 1.15 |
| UNIT-3 | 7.50 | 539' | 7 | 0.93 |
| TOTAL | | | | |
| | ±33.83 | 3,653' | 32 | 0.95 |

| DEVELOPMENT PHASING SCHEDULE | |
|------------------------------|-----------------------------|
| UNIT-1 | COMPLETION IN Q3 2026 - TBD |
| UNIT-2 | COMPLETION IN Q3 2028 - TBD |
| UNIT-3 | COMPLETION IN Q3 2030 - TBD |



- = EXISTING FLOODPLAIN
- = PHASE 1
- = PHASE 2
- = PHASE 3
- = PROPERTY LINE
- = LOT LINE
- = R.O.W.
- = ADJOINER
- = EXISTING 2" CONTOUR
- = SETBACK LINES & UTILITY ESMT.
- = 12"W = WATER LINE
- = PARCEL BOUNDARIES
- = LOT NUMBER
- = LOT ACREAGE

NOTE:
THIS LAYOUT IS PRELIMINARY AND FOR EXHIBIT PURPOSES ONLY. THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION AND SHALL NOT BE USED FOR THE TRANSFER OF REAL PROPERTY.



CERTIFICATE OF THE PRECINCT COMMISSIONER

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

COMMISSIONER PRECINCT 1 _____

CERTIFICATE OF FINAL APPROVAL

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

ATASCOSA COUNTY JUDGE _____

COMMISSIONER PRECINCT 1 _____

COMMISSIONER PRECINCT 2 _____

COMMISSIONER PRECINCT 3 _____

COMMISSIONER PRECINCT 4 _____

CERTIFICATE OF THE RURAL DEVELOPMENT DIRECTOR

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

RURAL DEVELOPMENT DIRECTOR _____

**FONT INVESTMENT GROUP, LLC
MASTER DEVELOPMENT PLAN
ATASCOSA COUNTY, TEXAS**

"THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES" UNDER THE AUTHORIZATION OF BRADLEY A. KOEHLER, P.E. FIGURES NOT TO BE USED FOR CONSTRUCTION.

| REV | DATE | DESCRIPTION |
|-----|------|-------------|
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| | |
|----------|-----------|
| JOB NO. | 24-3435B |
| DATE | AUG. 2025 |
| DESIGNER | CT |
| CHECKED | BK |
| DRAWN | CT |

MDP
SHEET 1 OF 1

**LAKESIDE HORIZON
MASTER DEVELOPMENT PLAN**

17875 Hwy 16
Von Ormy, TX 78251

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

OWNER/DEVELOPER:
FONT INVESTMENT GROUP, LLC
PEDRO FONT
9603 TORRINGTON
SAN ANTONIO, TX 78251
(210) 632-5861

| DEED REFERENCE | |
|------------------------------|--------|
| ATASCOSA COUNTY DEED NUMBER: | 233766 |

| PROPERTY INFORMATION | |
|----------------------|-----------------------------|
| PROPERTY ID: | 219004 |
| LEGAL ACRES: | 34.21 AC |
| LEGAL DESC.: | ABS A00320 L W GATES SV-336 |

| PROPERTY INFORMATION | |
|----------------------|--|
| PROPERTY ID: | 219004 |
| LEGAL ACRES: | 5.84 |
| LEGAL DESC.: | ABS A00320 L W GATES SV-336 & PT OF RR ROW |

Date: Aug 16, 2025, 4:48pm User ID: CAD1.2022 File: N:\Projects\2024\24-3435 Font Investment Group-LLC Hwy 16 Feasibility\Civil\MDP\24-3435 MDP.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM ELECTRONICALLY TRANSMITTED OR STORED MATERIAL WHICH MAY HAVE BEEN ALTERED. RELY ONLY ON FINAL HARD COPY MATERIALS BEARING THE ENGINEER'S ORIGINAL SIGNATURE AND SEAL.



August 18, 2025
24-3449B - Lakeside Horizon MDP

Master Development Plan - Final Statement

DESCRIPTION OF SUBDIVISION

Being +/- **33.83 acres**, with a phased combined total of 32 lots, eleven (11) lots being of Unit One, at **14.16 acres** with 2,181 linear feet of street, fourteen (14) lots being of Unit Two, at **12.17 acres**, with 933 linear feet of street, and seven (7) lots being of Unit Three, with 539 linear feet of street.

DWELLING COUNT FOR EACH UNIT

Each of the eleven (11) lots of Unit One shall contain only one dwelling unit, for a total of 11 dwelling units. Each of the fourteen (14) lots of Unit Two shall contain only one dwelling unit, for a total of 14 dwelling units. Each of the seven (7) lots of Unit Three shall contain only one dwelling unit, for a total of 7 dwelling units. The total number of dwelling units for the combined phases of 1-3 shall be **32 dwelling units**.

RESIDENTIAL DENSITY OF EACH UNIT AND AS A WHOLE

UNIT ONE RESIDENTIAL DENSITY:

- One Residential Dwelling Unit per 0.77 acres

UNIT TWO RESIDENTIAL DENSITY:

- One Residential Dwelling Unit per 1.15 acres

UNIT THREE RESIDENTIAL DENSITY:

- One Residential Dwelling Unit per 0.93 acres

UNITS ONE, TWO, AND THREE COMBINED RESIDENTIAL DENSITY:

- One Residential Dwelling Unit per 0.95 acres

**AGENDA REQUEST
(GENERAL)**

Agenda Item 11.

Meeting Date: 08/25/2025
Item Title: Variance Request - Septic 7708 N US Highway 281
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: variance request for a septic permit for 7708 N US Highway 281 in Precinct 1.

ATTACHMENTS

Septic Permit



ATASCOSA COUNTY HEALTH DEPARTMENT

APPLICATION FOR ON-SITE SEWAGE FACILITY NEW CONSTRUCTION AND MODIFICATION

| |
|-----------------------------|
| ATASCOSA COUNTY USE ONLY |
| 0025-0220 |
| APPLICATION NO. |
| 8-15-25 |
| DATE |
| \$ 600.00 |
| AMOUNT |
| CHK# 8108 |

| |
|---|
| <input type="checkbox"/> NEW INSTALLATION |
| <input type="checkbox"/> MODIFICATION |

- PROPERTY OWNER'S NAME: Garcia (LAST) Stephen (FIRST) (MIDDLE)
- PERMANENT MAILING ADDRESS: 7708 US-281 Leming TX 78050
- TELEPHONE NO. DURING DAY: (830) 569-8330
- SITE ADDRESS: 7708 US-281 Leming TX 78050
- LEGAL DESCRIPTION: Sec. _____ Block _____ Lot Date 08-14-25
SUBDIVISION: N/A
OTHER THAN SUBDIVISION: ACREAGE unknown SURVEY No
- SOURCE OF WATER: Private Well Public Water Supply _____
(NAME OF SUPPLIER)
- SINGLE FAMILY RESIDENCE: No. of Bedrooms N/A Living Area (ft²) N/A
- COMMERCIAL/INSTITUTIONAL (including multi-family residences) TYPE: drive thru
NO. OF EMPLOYEES/OCCUPANTS/UNITS: 4 DAYS OCCUPIED PER WEEK: 7-11 pm
- SITE EVALUATOR: James Soderholtz CERTIFICATION NO. 05089758
- DESIGNER: James Soderholtz LICENSE NO. (PE OR FS): 3799
PHONE NO.: 361-655-7818
- INSTALLER: John Sittman ANTON Dwyler Sr REGISTRATION NO.: 090006789
PHONE NO.: 210-667-6034 07 361-813-6151

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

12. [Signature]
(SIGNATURE OF OWNER)

8/15/25
(DATE)



ATASCOSA COUNTY HEALTH DEPARTMENT

ON-SITE SEWAGE FACILITY TECHNICAL INFORMATION FOR PERMIT

APPLICATION # _____

**DO NOT BEGIN CONSTRUCTION PRIOR TO APPLICATION APPROVAL.
UNAUTHORIZED CONSTRUCTION CAN RESULT IN CIVIL AND OR ADMINISTRATIVE PENALTIES.**

OWNER'S NAME: Stephen Garcia

Professional design required? Yes No
If yes professional design attached: Yes No

I. SEWER (House drain):
Type and size of pipe 4" Slope of sewer pipe to tank: 1/4

II. DAILY WASTEWATER USAGE RATE: Q= 50 (gallons/day)
Water saving devices Yes No

III. TREATMENT UNIT:
A. SEPTIC TANK:
• Tank dimensions: _____ • Liquid depth (tank bottom to outlet): _____
• Size required: _____ • Size proposed: _____

B. AEROBIC
• Manufacturer: America Precast • Model #: AQUA AIRE 500
• Size required: 500 • Size proposed: 500
• Pretreatment tank: Yes No

ER. OTH- 500 gallon Greas Trap
(PLEASE ATTACH DESCRIPTION)

IV. DISPOSAL SYSTEM:
Type: 4" PIPE WITH GRAVEL
• Area required: _____ • Area proposed: _____

V. ADDITIONAL INFORMATION: (Note - This information must be attached for review to be completed.)

A. Site evaluation

B. Planning materials

DESIGNER'S SIGNATURE [Signature]

R.S. 3799
REGISTRATION NO

8-13-25
DATE

ON – SITE SEWAGE FACILITY DESIGN

Name: Stephen Garcia DBA Express Drive Thru

Address: 7708 US Hwy 281 Leming Tx 78050

A. Wasterwater load:

The OSSF will serve Express Drive thru Convenience Store/ with a kitchen for to go food only, no public bathrooms. One employee bathroom, 3-compartment sink, hand sink, and mop sink. Wastewater load is 50 Gallons per day. This average came from water bill.

B. Treatment Tank:

500-gallon Grease tank
Aqua Aire 500-4075 500 Gpd / or equivalent 500 GPD ATU
400 Gallon trash tank
500 Gallon treatment tank
771 Gallon pump Tank

C. Chlorinator:

Does not need chlorinator with sub surface disposal.

D. Drainfield:

50 Gallons per Day/ .25 (application rate class 2 soil)
 $50/.25 = 200$ square feet of absorptive area required.
 $200\text{sqft} / 5 = 40$ linear feet of line needed.
Oversize to 60 feet of drainfield. 3-20 lines
Trench width 3ft.
Gravel depth 1ft.
Volume of trench = $1\text{ft} \times 3\text{ft} \times 60\text{ft} = 180$ cf
Gravel required = $180 / 27$ cy = 6.67 cubic yards of gravel.

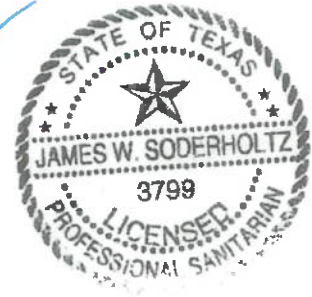
Cover drainfield area with grass seed or sod.

Tank floats settings as follows

Pump float at 25"

Override float at 36 "

Alarm float at 40 "



. Notes and Additional Requirements:

If discrepancies exist between the design and actual size conditions the Installer shall notify the designer and the local permitting to the county and State rules and polices. Unless specifically noted on this design and approved By the local permitting authority.

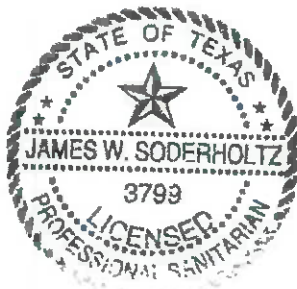
30TAC 285.38(a)(1)€(h) prevention of Unauthorized access to OSSF tanks

It is the responsibility of the installer, maintenance provider, pumper and any Other person who access any secure lid(s) cover(s) on an OSSF shall secure The lid(s) or cover(s) when access is complete.

30TAC 285.32(d)(5) identifies electrical wiring for non-standard systems shall Be installed according to 30TAC 285.34 which states that all wiring shall Comply with National electric code, be buried in non-metallic gray electrical Conduit shall be buried according to NEC terminated at main breaker panel Shall have a disconnect within direct vision. All electric components shall be In waterproof, approved for outdoor use and have maintenance lock out provisions

Additional notes:

- 1) Water softener shall not drain into Aerobic treatment unit
- 2) No surface improvements such as buildings, sidewalks, driveways, Patios, etc shall be constructed on disposal area.
- 3) Grease, cigarettes, personal hygiene products, and other trash Shall be disposed of in the garbage.
- 4) It is the installers responsibility to review the design criteria prior to Construction.
- 5) The site shall be graded for positive drainage, and or adequate drainage Structures shall be constructed if needed prior to system instillation.
- 6) Any warranties of the products installed are those made by the manufacturer. The permit holder assumes full responsibility of the system following the final inspection approval by the licensing authority.



Jo

On-Site Sewerage Facility Soil Evaluation Report Information

Date Soil Survey Performed: 8-12-25

Site Location: 7708 US Hwy 281 Leming TX 78050

County: ATASCOSA Proposed Excavation Depth: 3 FT

Name of Site Evaluator: James Soderholtz Registration Number: 05009758

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil boring or dug pits must be shown on the site drawing. For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated. Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear

Soil Boring Number 1

| Depth (Feet) | Texture Class | Soil Texture | Structure (For Class III- blocky, platy or massive) | Drainage (Mottles/ Water Table) | Restrictive Horizon | Observations |
|--------------|---------------|-------------------|---|---------------------------------|---------------------|--------------|
| 0 | | | | | | |
| 1 | | | | | | |
| 2 | <u>II</u> | <u>sandy loam</u> | | <u>N/A</u> | <u>N/A</u> | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

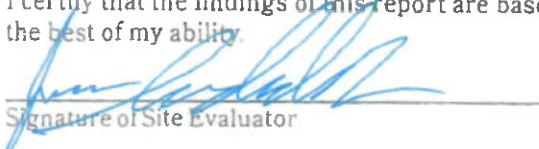
Soil Boring Number 2

| Depth (Feet) | Texture Class | Soil Texture | Structure (For Class III- blocky, platy or massive) | Drainage (Mottles/ Water Table) | Restrictive Horizon | Observations |
|--------------|---------------|-------------------|---|---------------------------------|---------------------|--------------|
| 0 | | | | | | |
| 1 | | | | | | |
| 2 | <u>II</u> | <u>sandy loam</u> | | <u>N/A</u> | <u>N/A</u> | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

Signature of Site Evaluator

Date



8-12-25

August 13, 2025

To: Atascosa County Officials

Request for variance to water well

The Express Drive thru in Leming Tx 78050 is in need of a septic system upgrade. The Express drive thru has public water, however the neighbors water well is 9 ft from property line. Neighbor has expressed that they do not want to connect to public water. The express has an old standard septic system.

The proposed upgrade to be installed is aerobic treatment unit. The Aqua aire treatment unit is capable of treating up to 500 gpd and treats up to 1.25 of BOD per day
The BOD calculations for the express is $60 \text{ gpd} \times 8.34 \times 1200 \text{ mg/l} / 1000000 = .600 \text{ lbs/day}$

Per water bill the store uses on average 50 gpd.
The septic disposal area is over size for 60gpd.
With the primary Aerobic treatment unit and secondary treatment in soil
Requesting to reduce the standard 100ft to a well from disposal area, to 60 ft.

James Soderholtz R.S. 3799

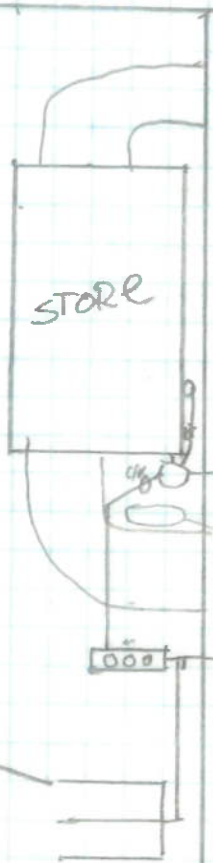


I = 40'



7708 US Hwy 281

Stephen Garcia
Express
DRIVE THROUGH



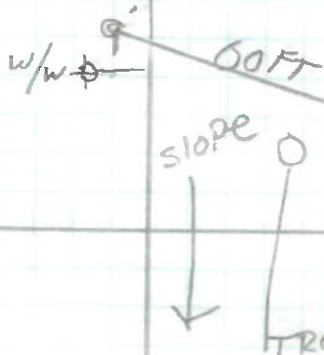
15 TH ST



500 gallon
grease trap

propane tank

Aqua ARIE 500



South Tx Septic and Excavation, LLC.
321 N 4th St.
Kenedy, Tx. 78119
Southtxsepticandexcavation@gmail.com
(830)299-5774

One Year Agreement Contract

OSSF # OS0036965

Beginning Date: 08/11/2025

Ending Date: 08/11/2027

**Location: 7708 US-181
Leming, Tx. 78050**

Owner: Leming Express Drive Thru

South TX Septic and Excavation, LLC. Will inspect the sewage treatment site for a period of 2 years from the date above.

South TX Septic and Excavation, LLC. Will inspect the sewage treatment site located at the address above. During the stated contract period we will conduct a total of 1 visual inspection every 3 months for a period of 2 years. These inspections will consist of tests that determine chlorine residual values as well as examining the treatment plant for effluent quality, color, turbidity, odor, sludge, and scum build up.

A mechanical visual inspection will be performed, where we manually inspect the aerator, irrigation pumps, system's electrical integrity, spray heads, and pressure lines.

All results will be recorded and forwarded to the corresponding county authorities.

The **Property Owner** is responsible for:

- Keeping their customer information up to date (mailing address, phone no., house being vacant or for sale, etc.)

Atascosa CAD Property Search

Property Details

Account

| | | | |
|----------------------|-------|-----------------------|---------------------|
| Property ID: | 25638 | Geographic ID: | 02360-00-086-000102 |
| Type: | R | Zoning: | |
| Property Use: | | Condo: | |

Location

| | | | |
|------------------------------|---|----------------|--|
| Situs Address: | 7708 HWY 281 TX 78064 | | |
| Map ID: | H-6, I-6 | Mapsco: | |
| Legal Description: | LEMING TOWNSITE BLK PT OF 86 (80' X 170') | | |
| Abstract/Subdivision: | S02360 | | |
| Neighborhood: | (S02360) LEMING TOWNSITE | | |

Owner

| | |
|------------------|----------------------|
| Owner ID: | 147208 |
| Name: | ARID ENTERPRISES INC |

Agent:

| | |
|-------------------------|-----------------------------------|
| Mailing Address: | P. O. BOX 611 LEMING, TX 78050 |
|-------------------------|-----------------------------------|

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

| | |
|--|--------------|
| Improvement Homesite Value: | \$0 (+) |
| Improvement Non-Homesite Value: | \$58,890 (+) |
| Land Homesite Value: | \$0 (+) |
| Land Non-Homesite Value: | \$12,240 (+) |
| Agricultural Market Valuation: | \$0 (+) |
| Market Value: | \$71,130 (=) |
| Agricultural Value Loss: | \$0 (-) |

| | |
|-------------------------|--------------|
| Appraised Value: | \$71,130 (=) |
| HS Cap Loss: | \$0 (-) |
| Circuit Breaker: | \$0 (-) |

| | |
|------------------------|----------|
| Assessed Value: | \$71,130 |
| Ag Use Value: | \$0 |

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: ARID ENTERPRISES INC %Ownership: 100.0%

| Entity | Description | Tax Rate | Market Value | Taxable Value |
|--------|---|----------|--------------|---------------|
| AESD2 | ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 2 | 0.100000 | \$71,130 | \$71,130 |
| FMLR | FARM TO MARKET ROAD | 0.074150 | \$71,130 | \$71,130 |
| GAT | ATASCOSA COUNTY | 0.408738 | \$71,130 | \$71,130 |
| SPL | PLEASANTON ISD | 0.903536 | \$71,130 | \$71,130 |
| WEV | EVERGREEN WATER DIST | 0.004365 | \$71,130 | \$71,130 |

Total Tax Rate: 1.490789

To Whom It May Concern

August 15, 2025

9-1-1 emergency service is available in Atascosa County. If you need help from the Fire Department, EMS, or Police/Sheriff Department, you simply dial 9-1-1 and trained emergency personnel will ensure help is on the way.

HOW AN EMERGENCY UNIT WILL FIND YOU

Atascosa County Commissioners' Court implemented an addressing program related to the location of your home or business, which improves emergency response time. You can no longer use a postal route/box number as your physical address.

Your property has been assigned a new 9-1-1 physical address shown below. Please make a note of this 9-1-1 physical address. **You may need to provide this address for legal documents and utilities. It is your responsibility to maintain this information and provide it when requested.** If this location is occupied by someone other than the owner OR party requesting the address, please give them this document so they will know the assigned physical address.

Whether you use this as a mailing address or not, you must display the 9-1-1 numbers on your house and/or entrance using **3 INCH OR LARGER REFLECTIVE NUMBERS.** **The 9-1-1 number MUST be visible from the street or road.**

R25638

**ATASCOSA COUNTY 9-1-1 EMERGENCY ADDRESS:
7708 N US HIGHWAY 281
LEMING, TX 78050**

Please present this address to the post office to register and secure mail at this address. The post office will give instructions on setting your mail box.

If you are having a septic tank and/or utilities installed, please maintain this document as proof of the 9-1-1 address. If you are not in the city, a septic tank permit is mandatory regardless of property size. Please call 830-769-2787 for a septic tank permit.

Please remember your address was determined by the location of your primary gate/entrance/driveway. If you chose to move the gate/entrance/driveway to another location, please call this office for a corrected address.

Atascosa County Rural Development
1 Courthouse Circle Dr, Ste 100
Jourdanton, Texas 78026
830-769-2748 (FAX) 830-767-2600

**AGENDA REQUEST
(GENERAL)**

Agenda Item 12.

Meeting Date: 08/25/2025
Item Title: Exception - Medina Cutting Horse 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 the Medina Family on Cutting Horse Ln in Precinct 2.
Development:

ATTACHMENTS

Medina - Packet
Medina - Certificate



Registration for Division of Land in Atascosa County

I Antonio Medina, am the owner of the attached filed division of land located at 226 Cutting Horse Ln Somerset Tx (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 checked="" type="checkbox"/> Family | <input 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: 7-2-2025

Signature: _____

Antonio Medina

Printed Name: _____

Antonio Medina

ACKNOWLEDGMENT

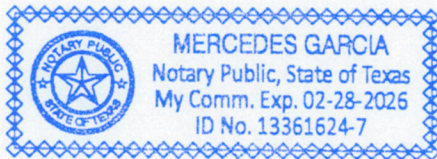
STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared Antonio Medina, 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 2nd, July, 2025.

Mercedes Garcia



Notary Public, in and for
State of Texas





Independence Title Company
GF#: 2049885-NBE

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

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.

DATE: October 9, 2020

GRANTOR: James Vonschounmacher and Catherine Ann Vonschounmacher

GRANTOR'S MAILING ADDRESS: P.O. Box 592 Somerset TX 78069

GRANTEE: Antonio Medina and Lucila Medina

GRANTEE'S MAILING ADDRESS: 226 Cutting Horse Ln
Somerset TX 78069

CONSIDERATION:

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and a note of even date that is in the principal amount of \$ 150,000, and is executed by Grantee, payable to the order of Pilgrim Mortgage (the "Lender"). The note is secured by a vendor's lien retained in favor of Lender in this deed and by a deed of trust of even date from Grantee to Allan B. Polunsky, Trustee.

PROPERTY (including any improvements):

TRACT 1:

A field note description of a 30.073 acre tract of land situated in Atascosa County, Texas, out of the M. COWAN SURVEY 277, ABSTRACT 174, being out of a 35.00 acre tract of land described in deed recorded in Volume 52, Pge 250 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows in Exhibit "A" attached hereto and made a part hereof for all purposes.

TRACT 2:

Access easement being a 0.111 acre tract of land, for Ingress-Egress Easement as set out in instrument recorded October 18, 1999 in Volume 129, Page 898, Official Public Records of Atascosa County, Texas, and being the South 20.00 feet of Lot 47, The Village, recorded in Volume 53 of the Plat Records of Atascosa County, Texas, and being more particularly described by metes and bounds in said document. Said Plat known as P-78A, lat Records of Atascosa County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

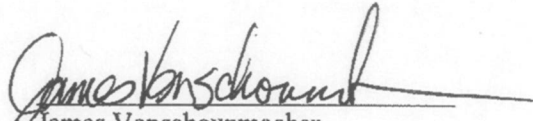
This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2020 and subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and 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 shall become absolute.

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

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of Lender and are transferred to that party.

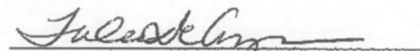

James Vonschounmacher

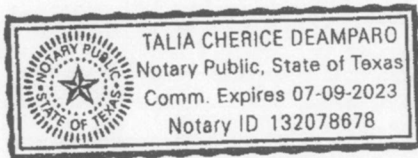
NOTICE: This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of Independence Title Company or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the seller, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.

Acknowledgement

State of Texas
County of Bexar

This instrument was acknowledged before me on the 9th day of November, 2020, by James Vonschounmacher.


Notary Public, State of Texas



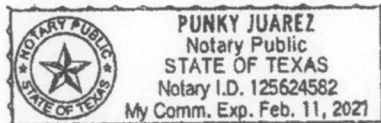
Catherine Ann Vonschounmacher
Catherine Ann Vonschounmacher

NOTICE: This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of Independence Title Company or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the seller, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

Acknowledgement

State of Texas
County of Brewster

This instrument was acknowledged before me on the 9 day of November, 2020, by Catherine Ann Vonschounmacher.



Punky Juarez
Notary Public, State of Texas
Punky Juarez

Prepared by:
Hancock McGill & Bleau, LLLP
Attorneys at Law
File No. 2049885

After Recording Return To:

After recording, return to:
INDEPENDENCE TITLE COMPANY
417 W. San Antonio, Suite 100
New Braunfels, TX 78130

Do9885-sw



Ace Surveying, Inc.

RHONDA K. BUTLER
REGISTERED PROFESSIONAL
LAND SURVEYOR #5409

P. O. BOX 597
DEVINE, TEXAS 78016
Phone: 830-334-7264
Fax: 830-665-5796

Email: acesurveying@sbcglobal.net

**30.073 ACRES
ATASCOSA COUNTY, TEXAS**

A field note description of a 30.073 acre tract of land situated in Atascosa County, Texas, out of the M. Cowan Survey 277; Abstract 174, being out of a 35.00 acre tract of land described in deed recorded in Volume 352, Page 250 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows: (Note: Basis of bearing is WGS 84, iron pins set are 1/2" diameter rebar with pink plastic cap stamped "RKB5409")

Beginning at an iron pin found for the northeast corner of the herein described tract and said 35.00 acre tract, in the west line of The Village Subdivision according to plat recorded in NPC 78A;

Thence S 00°39'29" E, 329.35 feet along an east line of the herein described tract and the east line of said 35.00 acre tract and the west line of said The Village Subdivision to a 5/8" slick rod found for a southeast corner of the herein described tract and the northeast corner of a 5.000 acre tract of land described in deed recorded in Document 149996;

Thence around said 5.000 acre tract the following 3 calls:

- 1) S 83°20'49" W, 138.84 feet to a fence post found for a re-entrant corner of the herein described tract and the northwest corner of said 5.000 acre tract;
- 2) S 00°03'38" E, 1594.77 feet to a fence post found for a re-entrant corner of the herein described tract and the southwest corner of said 5.000 acre tract;
- 3) N 83°25'42" E, 136.20 feet to a fence post found for a corner of the herein described tract and the southeast corner of said 5.000 acre tract, in the west line of aforesaid The Village Subdivision;

Thence S 00°19'24" E, 261.02 feet along an east line of the herein described tract and the west line of said The Village Subdivision to an iron pin found for the southeast corner of the herein described tract and aforesaid 35.00 acre tract and the northeast corner of a 34.872 acre tract of land described in deed recorded in Document 104843 of the Official Public Records of Atascosa County, Texas;

Thence N 89°41'17" W, 708.02 feet along the south line of the herein described tract and said 35.00 acre tract and the north line of said 34.872 acre tract to an iron pin found for the southwest corner of the herein described tract and said 35.00 acre tract and the northwest corner of said 34.872 acre tract, in the east line of a 65.212 acre tract of land described in deed recorded in Volume 172, Page 120 of the Official Public Records of Atascosa County, Texas;

Thence N 00°14'58" E, 2166.80 feet along the west line of the herein described tract and said 35.00 acre tract and the east line of said 65.212 acre tract to a fence post found for the northwest corner of the herein described tract and said 35.00 acre tract and the northeast corner of said 65.212 acre tract;

Page 2 of 2

Thence N 88°45'51" E, 694.40 feet along the north line of the herein described tract and said 35.00 acre tract to the place of beginning and containing 30.073 acres of land according to a survey on the ground on May 12, 2014 by Ace Surveying, Inc.



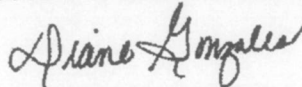
Rhonda K. Butler
Registered Professional
Land Surveyor #5409
File: at-00-00-277-174
Corresponding Plat Prepared



RECORD'S MEMORANDUM

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

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Diane Gonzales, County Clerk
Atascosa County Texas

November 30, 2020 03:47:39 PM

FEE: \$46.00 LCASTANEDA **209426**

WDVL

THIS DAY OF AUGUST 20 25 A.D.

I HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND BY PEOPLE WORKING UNDER MY DIRECT SUPERVISION

POLLOK & SONS SURVEYING, INC.
FIRM NO. 10052700
FLORESVILLE, TEXAS
(830) 393-4770
STATE OF TEXAS
COUNTY OF ATASCOSA

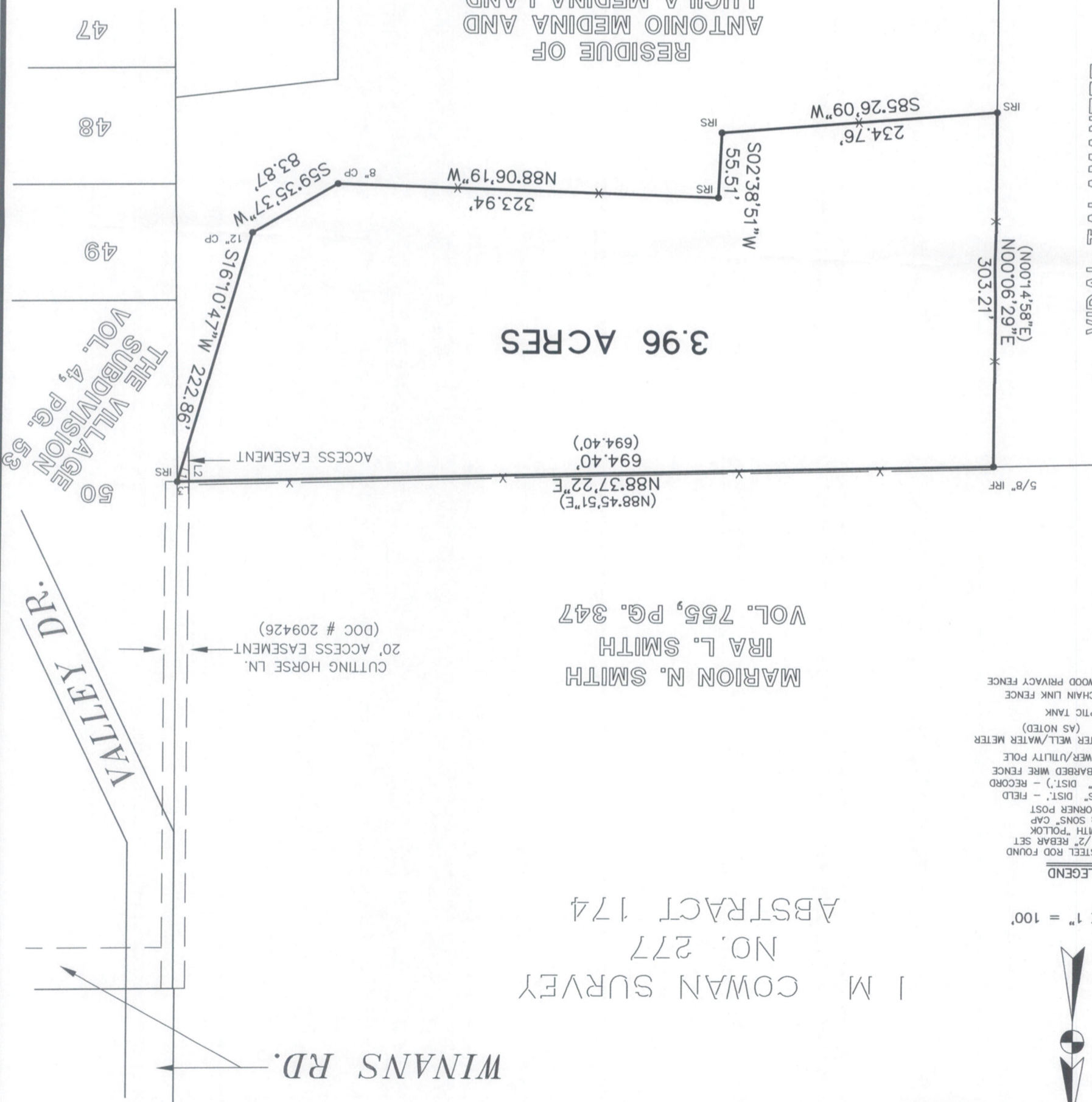


SURVEYOR NOTES:
1) A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
2) RECORDS WERE NOT RESEARCHED FOR EASEMENTS ON THIS TRACT OF LAND.
3) THE BASIS OF THE BEARING SYSTEM IS NAD83 TEXAS SOUTH CENTRAL.
4) THIS PLAT WAS PREPARED FOR ANTONIO MEDINA. NO LICENSE HAS BEEN CREATED, EXPRESSED, OR IMPLIED TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.
5) THIS SURVEY IS ONLY VALID WITH THE SURVEYOR'S ORIGINAL SIGNATURE IN GREEN INK. THE SURVEYOR ASSUMES NO LIABILITY FOR THIS SURVEY WITHOUT AN ORIGINAL SEAL AND SIGNATURE.
6) IT IS THE OWNERS/SELLERS/BUYERS RESPONSIBILITY TO ENSURE THAT ANY TRANSACTION UTILIZING THIS SURVEY IS IN COMPLIANCE WITH THE ATASCOSA COUNTY DEVELOPMENT STANDARDS.

SURVEY PLAT OF 3.96 ACRES OF LAND OUT OF THE I. M. COWAN SURVEY NO. 277, ABSTRACT NO. 174, ATASCOSA COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO ANTONIO MEDINA AND LUCILA MEDINA IN DOCUMENT 209426 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

| LINE NO. | BEARING | LENGTH |
|----------|-------------|--------|
| L1 | S16°10'47"W | 34.24' |
| L2 | N00°47'56"W | 32.65' |
| L3 | N88°37'22"E | 10.00' |

RESIDUE OF ANTONIO MEDINA AND LUCILA MEDINA LAND
DOC. # 209426



VIDAL TALAMANTEZ
VOL. 172, PG. 120

MARION N. SMITH
IRA L. SMITH
VOL. 755, PG. 347

I M COWAN SURVEY
NO. 277
ABSTRACT 174

- LEGEND
- IRF - STEEL ROD FOUND
 - IRS - 1/2" REBAR SET
 - CP - CORNER POST
 - DDMMSS - DIST. - FIELD
 - DDMMSS - DIST. - RECORD
 - x - BARBED WIRE FENCE
 - W - WATER WELL/WATER METER (AS NOTED)
 - S - SEPTIC TANK
 - - CHAIN LINK FENCE
 - || - WOOD PRIVACY FENCE

SCALE 1" = 100'



© 2025 ALL RIGHTS RESERVED

STATE OF TEXAS
COUNTY OF ATASCOSA

FIELD NOTES FOR 3.96 ACRES OF LAND

BEING 3.96 ACRES OF LAND OUT OF THE I M. COWAN SURVEY NO. 277, ABSTRACT NO. 174, ATASCOSA COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO ANTONIO MEDINA AND LUCILA MEDINA IN DOCUMENT 209426 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a set ½” rebar with a “Pollok & Sons” cap on the westerly line of Lot 50, The Village Subdivision as shown on the plat of record in Volume 4, Page 53 of the Plat Records of Atascosa County, Texas in the center of an existing 20 feet Access Easement as described in Document 209426 of the Official Public Records of Atascosa County, Texas for the southeasterly corner of the Marion N. Smith, et al land as described in Volume 755, Page 347 of the Official Public Records of Atascosa County, Texas and the northeasterly corner of the Medina land and of this tract;

THENCE South 16° 10’ 47” West, into the Medina land, a distance of 222.86 feet to a 12” corner post for the southeasterly corner of this tract;

THENCE with the southerly line of this tract as follows:

South 59° 35’ 37” West, a distance of 83.87 feet to an 8” corner post;

North 88° 06’ 19” West, a distance of 323.94 feet to a set ½” rebar with a “Pollok & Sons” cap;

South 02° 38’ 51” West, a distance of 55.51 feet to a set ½” rebar with a “Pollok & Sons” cap;

South 85° 26’ 09” West, a distance of 234.76 feet to a set ½” rebar with a “Pollok & Sons” cap on the easterly line of the Vidal Talamantez land as described in Volume 172, Page 120 of the Official Public Records of Atascosa County, Texas for the southwesterly corner of this tract;

THENCE North 00° 06’ 29” East, with the common line of said Talamantez land, a distance of 303.21 feet to a found 5/8” pin on the southerly line of the aforementioned Smith land for the northeasterly corner of said Talamantez land and the northwesterly corner of the Medina land and of this tract;

THENCE North 88° 37’ 22” East, with the common line of said Smith land, a distance of 694.40 feet to the **POINT OF BEGINNING** and containing 3.96 acres of land as shown on a plat that accompanies this description.

The bearing system is based on NAD83, Texas South Central.

POLLOK & SONS SURVEYING, INC.

Firm No. 10052700


Larry J. Pollok, RPLS #5186

August 5, 2025

Refer: 25-304



STATE OF TEXAS
COUNTY OF ATASCOSA

FIELD NOTES FOR AN ACCESS EASEMENT

BEING AN ACCESS EASEMENT OUT OF THE I M. COWAN SURVEY NO. 277, ABSTRACT NO. 174, ATASCOSA COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO ANTONIO MEDINA AND LUCILA MEDINA IN DOCUMENT 209426 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a set ½” rebar with a “Pollok & Sons” cap on the westerly line of Lot 50, The Village Subdivision as shown on the plat of record in Volume 4, Page 53 of the Plat Records of Atascosa County, Texas in the center of an existing 20 feet Access Easement as described in Document 209426 of the Official Public Records of Atascosa County, Texas for the southeasterly corner of the Marion N. Smith, et al land as described in Volume 755, Page 347 of the Official Public Records of Atascosa County, Texas and the northeasterly corner of the Medina land, of a 3.96 acre tract also surveyed this day, and of this easement;

THENCE South 16° 10’ 47” West, into the Medina land and with the common line of said 3.96 acre tract, a distance of 34.24 feet to the southerly corner of this easement;

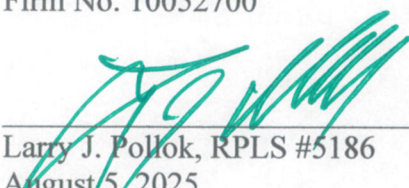
THENCE North 00° 47’ 56” West, into said 3.96 acre tract, a distance of 32.65 feet to a point on the southerly line of the aforementioned Smith land for the southwesterly corner of the aforementioned existing 20 feet Access Easement and the northwesterly corner of this easement;

THENCE North 88° 37’ 22” East, with the common line of said Smith land and said existing 20 feet Access Easement, a distance of 10.00 feet to the **POINT OF BEGINNING** as shown on a plat that accompanies this description.

The bearing system is based on NAD83, Texas South Central.

POLLOK & SONS SURVEYING, INC.

Firm No. 10052700


Larry J. Pollok, RPLS #5186
August 5, 2025



Refer: 25-304

CERTIFICATE OF PLAT EXCEPTION

**THE STATE OF TEXAS
COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the survey attached hereto as Exhibit A as being approximately 3.96 acres out of 30.073 acres, more or less, described in a Warranty Deed, Instrument Number 209426, Official Public Records, Atascosa County, Texas, and being currently owned by Antonio & Lucila Medina is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

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

**AGENDA REQUEST
(GENERAL)**

Agenda Item 13.

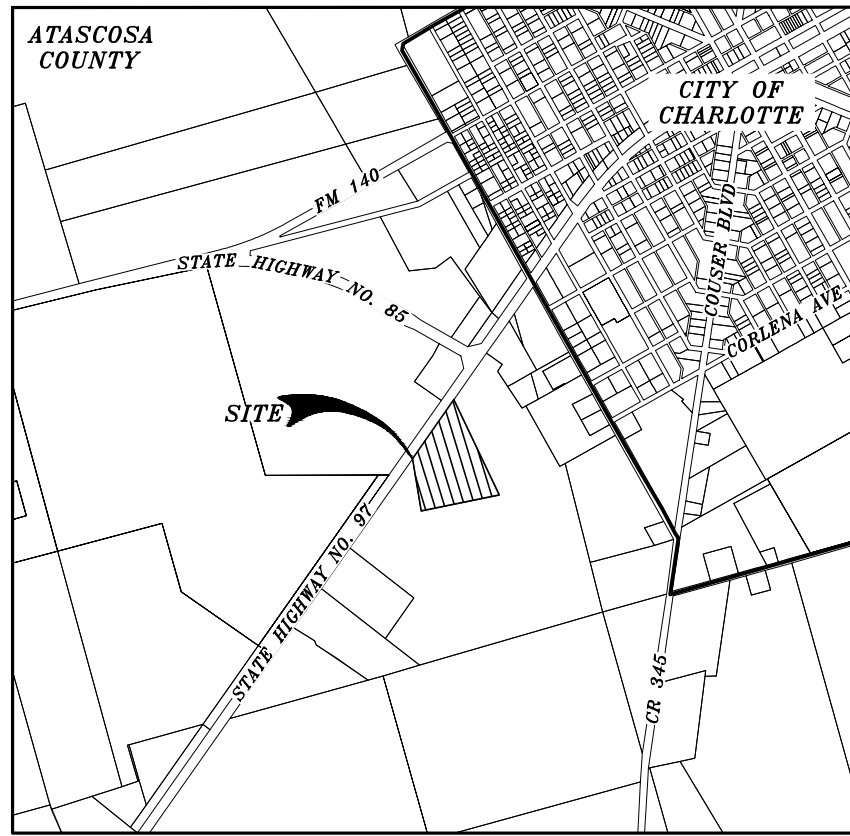
Meeting Date: 08/25/2025
Item Title: Subdivision - MTW Services S/D
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Final Rural Plat for the MTW Services Subdivision on W State Highway 97 in Precinct 3.
Development:

ATTACHMENTS

Final Plat - MTW Services



- LEGEND**
- D.R. = DEED RECORDS OF ATASCOSA COUNTY, TEXAS
 - ESMT = EASEMENT
 - NTS = NOT TO SCALE
 - OPR = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF ATASCOSA COUNTY, TEXAS
 - PGS. = PAGES
 - R.O.W. = RIGHT-OF-WAY
 - VOL. = VOLUME
 - 1 = LOT NUMBER
 - 4.56 AC = GROSS LOT ACREAGE
 - = FOUND STEEL ROD MONUMENT
 - ▲ = FOUND TxDOT CONCRETE MONUMENT
 - = SET MAG-NAL WITH WASHER STAMPED "RAKOWITZ ENGINEERING & SURVEYING"
 - = SET 5/8" STEEL ROD MONUMENT WITH CAP STAMPED "RAKOWITZ ENGINEERING & SURVEYING"
 - = PROPERTY LINE
 - = LOT LINE
 - = ADJOINER
 - 512— = EXISTING CONTOUR
 - ◇ = SUPPLEMENTAL EASEMENT AND RIGHT OF WAY (INSTRUMENT NO. 210189 OPR)

- ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:**
- THE SUBDIVISION IS IN THE CHARLOTTE ISD.
 - CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
 - IF A CULVERT IS INSTALLED, THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES. IF A CULVERT IS NOT INSTALLED, THEN MAKE SURE DRIVEWAY IS CONSTRUCTED IN A MANNER TO NOT BLOCK UPWARD WATER.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
 - ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
 - NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
 - THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS.
 - NO HOMES ARE TO BE BUILT OR BROUGHT ON TO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
 - THIS SUBDIVISION WILL BE SERVED BY CITY OF CHARLOTTE WATER, P.O. BOX 216, CHARLOTTE, TX 78011. INFORMATION ON THE CITY OF CHARLOTTE WATER IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
 - WATER SERVICE PROVIDED TO MTW SERVICES LLC BY CITY OF CHARLOTTE WATER.
 - ELECTRIC SERVICE PROVIDED TO MTW SERVICES LLC BY AEP TEXAS INC. OR KARNES ELECTRIC CO-OP INC.
 - IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS OR HER DESIGNATED REPRESENTATIVE, OR TEXAS DEPARTMENT OF TRANSPORTATION FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TxDOT STANDARDS, AS APPLICABLE.
 - ADDITIONAL RECORDED EASEMENTS AND RESERVATIONS FOR THE LOTS ESTABLISHED BY THIS SUBDIVISION PLAT ARE LISTED IN THE ATASCOSA COUNTY CLERK'S FILES NO. 233368.

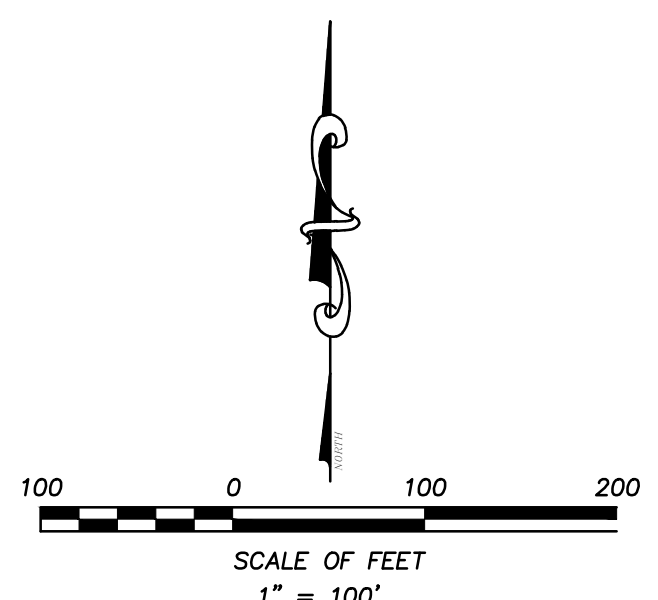
- SURVEYOR NOTES:**
- THE BASIS OF BEARING FOR THIS PLAT IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), SOUTH CENTRAL ZONE.
 - 5/8" STEEL ROD MONUMENT WITH CAP STAMPED "RAKOWITZ ENGINEERING AND SURVEYING" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

- SETBACK NOTES:**
- BUILDING SETBACKS TO BE AS FOLLOWS FOR ALL LOTS:
- 20' FRONT (ROADWAY SIDE)
 - 20' BACK
 - 20' SIDE

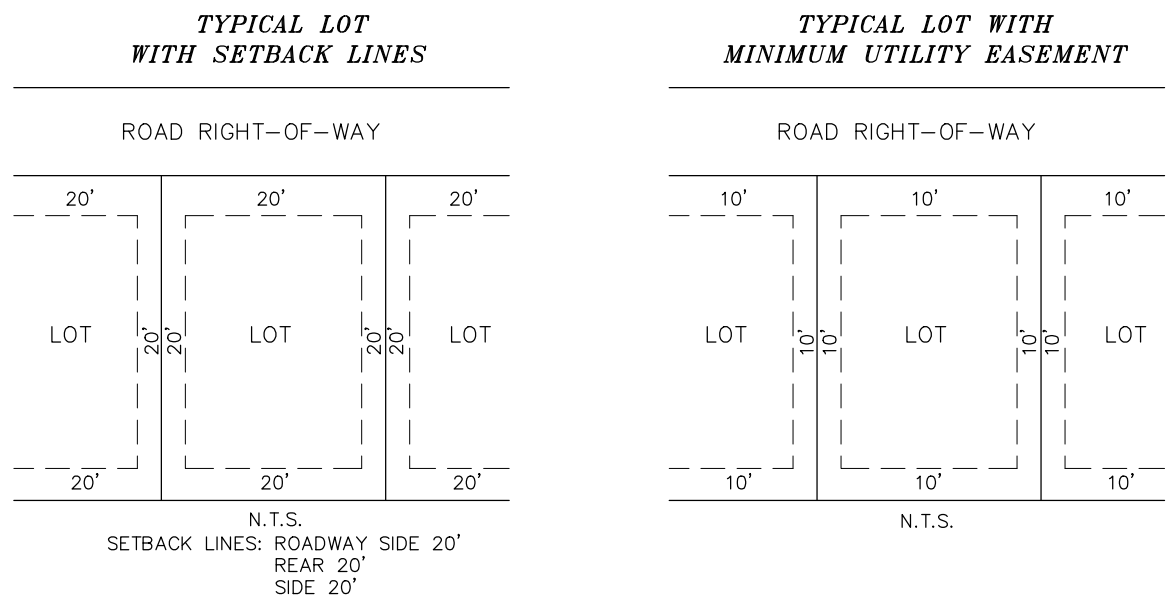
FLOODPLAIN NOTE:

THIS PLAT IS NOT WITHIN FEMA FLOODPLAIN PER FEMA FIRM MAP NUMBER 48013C0450C EFFECTIVE NOVEMBER 4, 2010.

- TxDOT NOTES:**
- FOR COMMERCIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
 - IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TxDOT PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT-OF-WAY SHALL BE DIRECTED BY TxDOT.
 - TRACT #1 (LOT 1) HAS AN EXISTING COMMERCIAL DRIVEWAY WHICH WILL NOT BE RELOCATED OR ALTERED. TRACT #2 (LOT 2) WILL BE ALLOWED ONE (1) DRIVEWAY. DRIVEWAY LOCATION FOR TRACT #2 (LOT 2) TO BE DETERMINED BY TxDOT DURING THE PERMITTING PROCESS.
 - DEVELOPER IS REQUIRED TO OBTAIN ALL MUNICIPAL APPROVALS REQUIRED BEFORE TxDOT PERMITTING WILL BE ISSUED.
 - DEVELOPER IS RESPONSIBLE FOR ALL UTILITY LOCATES AND/OR ADJUSTMENTS.



LOCATION MAP
1" = 2000'



LOT SUMMARY TABLE

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

PLAT INCLUDES 0 LF STREET

THE STATE OF TEXAS
COUNTY OF ATASCOSA

KNOW ALL MEN BY THESE PRESENTS:

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

PRELIMINARY

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

THE STATE OF TEXAS
COUNTY OF ATASCOSA

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

PRELIMINARY

STEPHEN G. LASKOWSKI
LICENSED PROFESSIONAL ENGINEER
NO. 133002, STATE OF TEXAS
515 W. OAKLAWN STE. A
PLEASANTON, TEXAS 78064

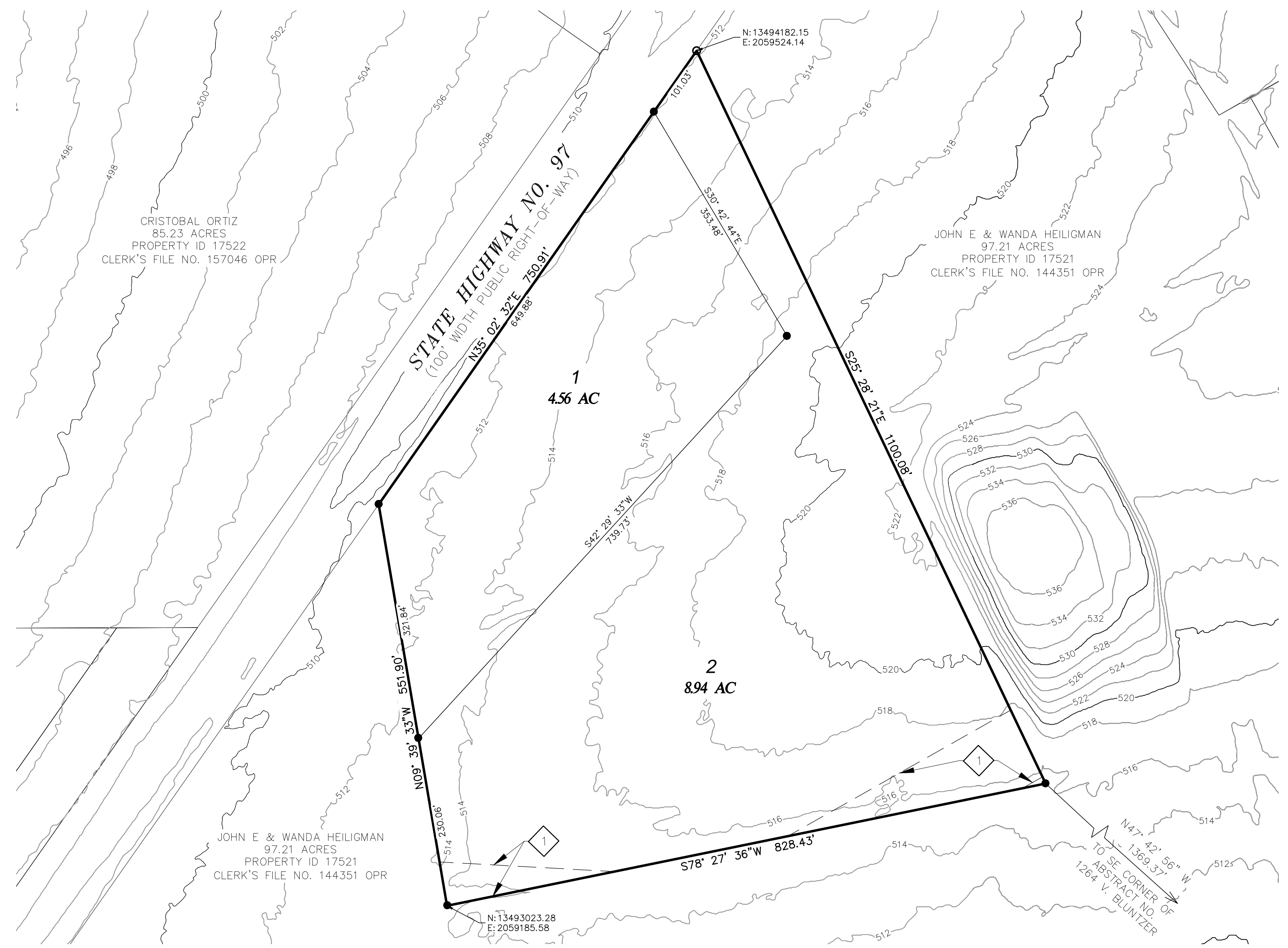


ENGINEER & SURVEYOR:
RAKOWITZ ENGINEERING AND SURVEYING
515 W. OAKLAWN, SUITE A
PLEASANTON, TX 78064
(830) 281-4060

OWNER:
JOHN E & WANDA HEILIGMAN
P.O. BOX 396
CHARLOTTE, TX 78011
(830) 570-7103

PLAT OF MTW SERVICES SUBDIVISION

ESTABLISHING LOTS 1 & 2, BEING A TOTAL OF 13.51 ACRES, BEING ALL OF A 13.51 ACRE TRACT OF LAND, DESCRIBED IN AN INSTRUMENT, RECORDED IN CLERK'S FILE NO. 233368, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS, AND ALSO LYING IN THE VINCENT BLUNTZER SURVEY NO. 4, ABSTRACT NO. 1264, ATASCOSA COUNTY, TEXAS.



THE STATE OF TEXAS §
COUNTY OF ATASCOSA §

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

OWNER: JOHN E HEILIGMAN
P.O. BOX 117
CHARLOTTE, TX 78011

STATE OF TEXAS §
COUNTY OF ATASCOSA §

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

NOTARY PUBLIC

THE STATE OF TEXAS §
COUNTY OF ATASCOSA §

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

OWNER: WANDA HEILIGMAN
P.O. BOX 117
CHARLOTTE, TX 78011

STATE OF TEXAS §
COUNTY OF ATASCOSA §

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

NOTARY PUBLIC

CERTIFICATE OF THE PRECINCT COMMISSIONER

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

COMMISSIONER PRECINCT 3

CERTIFICATE OF FINAL APPROVAL

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

ATASCOSA COUNTY JUDGE

COMMISSIONER PRECINCT 1 COMMISSIONER PRECINCT 2

COMMISSIONER PRECINCT 3 COMMISSIONER PRECINCT 4

CERTIFICATE OF COUNTY ATTORNEY

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

COUNTY ATTORNEY

**AGENDA REQUEST
(GENERAL)**

Agenda Item 14.

Meeting Date: 08/25/2025
Item Title: Exception - Gonzales W FM 140
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: Certificate of Exception for the Gonzales Family on W FM 140 in Precinct 3.

ATTACHMENTS

Gonzales - Registration Packet
Gonzales - Certificate



Registration for Division of Land in Atascosa County

I Johnny Gonzalez, am the owner of the attached filed division of land located at SS Farm Lot 5927 20.0, 87.5000000000% ^{Undivided Interest} (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner



Date: August 18, 2025

Signature: Johnny Gonzales

Printed Name: Johnny Gonzales

ACKNOWLEDGMENT

STATE OF TEXAS

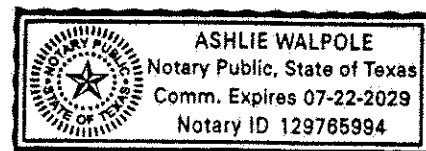
COUNTY OF Atascosa

BEFORE ME, the undersigned Notary Public, on this day personally appeared Johnny Gonzales, 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 August 18th, 2025.

Ashlie Walpole

Notary Public, in and for
State of Texas



W FM HWY 140

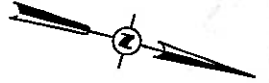
ATASCOSA COUNTY, TEXAS

PLAT LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET

SS FARMS
 LOTS 5844, 5845, & 5846
 DEL SOL HOLDING
 CORPORATION

(FIELD): N15°37'03"W
 41.77



0 150 300
 SCALE: 1" = 300'

SS FARMS
 LOT 5829
 RAYMOND D GONZALEZ
 & JUANITA

SS FARMS
 LOT 5828
 RAYMOND S &
 JUANITA GONZALES

W 2.5 ACRES CUT
 OF 20.0 ACRES OF
 LOT 5827

SS FARMS
 LOT 5827
 ANGELO E GONZALES

(BASIS OF BEARINGS)
 (FIELD): S75°00'00"W 2601.56

(FIELD): N75°00'00"E 2601.56

(DEED): N15°00'00"W
 330.00'

SS FARMS
 PT OF LOT 5828
 5.0 ACRES
 RAYMOND S &
 JUANITA GONZALES

(DEED): S75°00'00"W 660.00'

(DEED): N75°00'00"E 660.00'

(DEED): S15°00'00"E
 330.00'

P.O.B.

EDGE OF PVM'T

(FIELD): S15°37'03"E
 41.77

CROSS BRANCH
 SURVEYING



247069

10-28-24

NOTICE OF CONFIDENTIALITY RIGHTS: 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

General Warranty Deed

State of Texas

§

County of Atascosa

§

§

Angelo E. Gonzales, an individual Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED and does GRANT, BARGAIN, SELL AND CONVEY to Johnny Gonzales and Esperanza N. Gonzales, individual Grantees, the real property located in Atascosa County, Texas, fully described in Exhibit A, and all improvements located on it, together with all of Grantor's right, title and interest in and to (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to the real property and any improvements on the real property and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests of Grantor either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively "Property").

This General Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantees subject to any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property (collectively "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it and in any way belonging, to Grantees, their successors, and their assigns forever, and Grantor binds itself, its successors, and its assigns to WARRANT AND FOREVER DEFEND all and singular title to the Property to Grantees, their successors, and their assigns against any person lawfully claiming or to claim the same or any part of it subject to the Permitted Exceptions.

Grantor is conveying the property to Grantees as is, where is, and with all faults, and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type from or on behalf of Grantor, except for Grantor's warranty of title stated above. Grantees are not relying on any representation, statement, or other assertion about the condition of the property made by Grantor, or anyone acting on Grantor's behalf, but is relying on Grantees' own examination of the property.


Grantees, by their acceptance of this warranty deed, assume payment of all standby charges, ad valorem taxes, and assessments for the present calendar year and later calendar years not yet due and payable, each to the extent attributable to all or part of the property.

This instrument was prepared based on information furnished by the parties and no independent title search has been made.

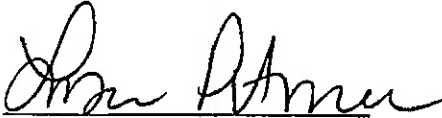
Grantees' address is: Johnny Gonzales and Esperanza N. Gonzales, 133 Woodland Blvd., Boerne, Texas 78006.

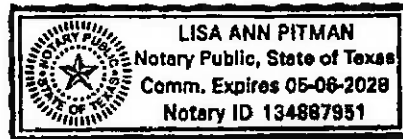
Executed as of October 23, 2024.

Grantor:


Angelo E. Gonzales

This instrument was acknowledged before me on this the 23rd day of October, 2024 by the same Angelo E. Gonzales.


Notary Public In and For the
State of Texas



AFTER RECORDING RETURN TO:

Johnny Gonzales and Esperanza N. Gonzales
133 Woodland Blvd.
Boerne, TX 78006

Exhibit A

The legal description of the property is 20.0 acres of land, more or less, being all of Lot 5827 of the Charles F. Simmons Subdivision, Atascosa County, Texas, said land being same land more particularly described in that Special Warranty Gift Deed dated December 1, 2017 recorded in Instrument 184418 of the Official Public Records in Atascosa County, Texas.

The transfer includes the real property located at the location as well as any and all improvements located therein.

The colloquial address of the property is CR 140, TX and the property ID is 65390.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Theresa Carrasco, County Clerk

Atascosa County Texas

October 28, 2024 01:57:55 PM

FEE \$29.00 YSALINAS **247069**
D

**CROSS BRANCH
SURVEYING**
2379 N.E. LOOP 410, NO. 108
SAN ANTONIO, TEXAS 78217
(210) 828-1102

STATE OF TEXAS
COUNTY OF ATASCOSA

2.5 ACRES
W FM HWY 140

Being all that certain tract or parcel of land containing 2.5 acres of land being a portion of Lot 5827, Atascosa County, Texas; Said 2.5 acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the southeasterly right-of-way line of W FM HWY 140 for the southeast corner of Lot 5828 and for the southwest corner of said 2.5 acre tract and **POINT OF BEGINNING** of this parcel;

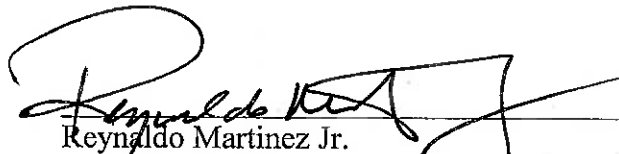
THENCE leaving said right-of-way line and with the common line of Lot 5828, South 75 degrees 00 minutes 00 seconds West (Basis of Bearings), a distance of 2601.56 feet to a 1/2 inch iron rod found for the northwest corner of this parcel;

THENCE with the common line of Lots 5828 and 5827, North 15 degrees 37 minutes 03 seconds West, a distance of 41.77 feet to a 1/2 inch iron rod to be set for the northeast corner of this parcel;

THENCE across with the common line of lot 5827, North 75 degrees 00 minutes 00 seconds East, a distance of 2601.56 feet to a 1/2 inch iron rod set on the southeasterly right-of-way line of W FM HWY 140 for the southeast corner of this parcel;

THENCE with said right-of-way line, South 15 degrees 37 minutes 03 seconds East, a distance of 41.77 feet to a 1/2 inch iron rod found and the **POINT OF BEGINNING** of this herein described tract, containing 2.5 acres of land, more or less within these metes and bounds.

I hereby certify that this survey was performed upon the ground August 15, 2018, under my direct supervision and is true and correct to the best of my knowledge.


Reynaldo Martinez Jr.
Registered Professional Land Surveyor No. 5482
WO #18-7-5D



CERTIFICATE OF PLAT EXCEPTION

**THE STATE OF TEXAS
COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the survey attached hereto as Exhibit A as being approximately 2.50 acres out of 20.0 acres, more or less, described in a Warranty Deed, Instrument Number 247069, Official Public Records, Atascosa County, Texas, and being currently owned by Johnny & Esperanza Gonzales is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

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

**AGENDA REQUEST
(GENERAL)**

Agenda Item 15.

Meeting Date: 08/25/2025

Item Title:

Submitted For: George Pawelek, Commissioner Pct 3

Discuss and/or take appropriate action concerning:

Comm.Pawelek: Discuss and/or take appropriate action to approve the Interlocal Agreement between Atascosa County and the City of Jourdanton for Street Maintenance projects.

ATTACHMENTS

information

STATE OF TEXAS §

COUNTY OF ATASCOSA §

INTERLOCAL AGREEMENT BETWEEN COUNTY OF ATASCOSA, TEXAS AND CITY OF JOURDANTON, TEXAS

THIS INTERLOCAL COOPERATIVE AGREEMENT (hereinafter "Agreement") is entered into, in duplicate originals, and effective on the date shown at the end of this instrument by and between ATASCOSA COUNTY, TEXAS, a political subdivision of the State of Texas acting by and through its Commissioners' Court (hereinafter "County"), and the CITY OF JOURDANTON, TEXAS, a Type A general law municipality incorporated and chartered under the laws of the State of Texas (hereinafter "City"), together the "Parties," to establish the terms and compensation for County assistance in the construction, improvement and/or repair to public roads/streets located within Atascosa County, Texas and within the municipal boundaries of the City of JOURDANTON, Texas

WHEREAS, legal authority for this Agreement is derived from, and both parties intend this Agreement to be in compliance with, Chapter 791 of the Texas Government Code, cited as the Interlocal Cooperation Act (the "Act") and Title 6, Chapter 251 of the Texas Transportation Code, as a contract for the provision of road/street design, construction, improvement, repair and/or maintenance, and

WHEREAS, the functions and services specified in this Agreement are governmental functions or services that either party to the contract is authorized to perform individually, and

WHEREAS, the County and the City will receive benefits as a result of the road/street design, construction, improvement, repair, and/or maintenance, and

WHEREAS, the County and the City have determined it to be in the best interest of the Parties' respective residents and community to enter into this Agreement, and

WHEREAS, the County will receive benefits as a result of the construction, improvements, and/or repairs to the roads/streets located within the City's boundaries, and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions, the Parties will make the performance and payment from current revenues legally available to that party

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other and the mutual covenants and obligations contained herein, the receipt of which is hereby acknowledged, the County and the City hereto agree as follows

I Purpose and Scope of Services

1 01 Purpose

(A) The Parties acknowledge that the intent and purpose of this Agreement is for the County, at its sole discretion, to provide machinery, equipment and/or labor services at its own expense up to, but not to exceed, two (2) public projects each County fiscal year for each year this Agreement is in full force and effect, to assist the City in the construction, improvement, and/or repair of a road/street located within the corporate limits of the City, subject to the approval procedure set forth in Section II The County may, by agreement in writing, choose to provide the necessary materials for a public project

(B) The Parties acknowledge that the intent and purpose of this Agreement is for the City to pay for and provide all necessary materials, plans, designs, and continued maintenance for the roads/streets that the County constructs, improves, and/or repairs within the City, unless otherwise agreed upon by both Parties

(C) "Public Project" is defined as a project to construct, improve, and/or repair a public road, alleyway, parking lot, building or other facility being within the municipal boundaries of the City and within the County

1 02 Responsibilities

(A) *County Responsibility* County will furnish machinery, equipment, and/or labor necessary for the proper completion of the public project, unless otherwise agreed upon, in writing

(B) *City Responsibility* The City shall

- (1) furnish all materials, not provided by County, for the public project and pay trucking charges for such materials,
- (2) furnish a site for dumping waste materials generated during the Public Project,
- (3) furnish all rights of way, plan specifications, and engineering drawings,
- (4) furnish any and all necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes or routes during all phases of the Public Project,
- (5) provide temporary driving lane markings,
- (6) coordinate and be responsible for the replacement of any and all signal related devices,
- (7) provide the County with a hydrant meter and all the water necessary for the Public Project at no cost to the County,
- (8) adjust, move, replace or alter all utilities, manholes, and valve boxes, if necessary, and
- (9) agree the road can be closed to through traffic during working hours

1 03 Work and Payments

(A) Any and all work performed by the County on the City's roads/streets and/or alleys which are not considered an integral part of, or a connecting link to, other County roads or state highways is allowed if such work is first determined to be a benefit to the County by order of the Atascosa County Commissioners' Court

(B) After the commencement of a Public Project, in the event that it is determined that such project will require work beyond the scope of the approved Project Agreement, the Project Agreement shall be amended, in writing, to include any additional work. The amended Project Agreement shall then be submitted to each parties' governing body for approval

(C) The County work authorized by this Agreement may be done

(1) by the County through use of County materials, machinery, equipment and/or employees, OR

(2) by an independent contractor with whom the County has contracted for the provision of certain services or materials, conditioned upon the City providing a purchase order to such independent contractor for the full amount of such services or materials, unless otherwise agreed upon, in writing

(D) The City shall pay each vendor directly for the materials used or purchased to be used within the approved Public Projects, unless otherwise agreed upon, in writing

(E) Notwithstanding the foregoing, each Party paying for the performance of governmental functions, services, goods, or materials shall make those payments from current fiscal year revenues available to the paying party

II Approval Procedure

2 01 (A) Prior to the commencement of any Public Project, any and all Public Projects within the provisions of this Agreement must be approved according to the following process

(1) During the term of this Agreement, after establishing an agreed Public Project with the County Commissioner, and when County work is requested, the Mayor of the City shall develop a detailed Project Proposal describing the type of project to be undertaken, identifying the location of the project, describing the roles and responsibilities of both Parties, containing the plans for completing the project, and estimating the cost for completing the project

(2) The Mayor of the City shall then present such Project Proposal to the County Commissioner

(3) The County Commissioner shall present the Project Proposal to the Atascosa County Auditor in order to determine that necessary funds are available for the project. The Atascosa County Auditor will complete an "Approval of Project Proposal" from the information provided and return the same to the County Commissioner

(4) The County Commissioner will then present the "Approval of Project Proposal" to the Mayor of the City

(5) The Mayor of the City shall then cause such Project Proposal, Approval of Project Proposal, and a Project Agreement to be submitted, considered and voted for approval by the City's governing body

(6) If approval is granted by the City's governing body, and a signed Project Agreement is received from the City, the County Commissioner may then submit the approved Project Agreement and the Project Proposal to the County Judge to be placed on the Commissioners' Court agenda for submission, consideration, and vote approval by the County Commissioners' Court

(7) If approved by the County Commissioners' Court and signed by the County Judge, then and only then, may County work commence on the Public Project

(B) It is expressly understood by the Parties that the County shall have no authority or obligation to provide any service or work on any City road/street or alley not so agreed to in writing

(C) Prior to the County assisting in the improvement, construction and/or repair of any road/street under this Agreement, the County shall ensure that its employees, equipment, and materials are not necessary for the maintenance, improvement, construction, or repair of any County road and that such Public Project under this Agreement shall not interfere with the County's work schedule

(1) The City hereby agrees to collaborate with the County to formulate a written schedule that will coincide with the County's construction, maintenance, or improvement work schedule

III Term, Default, and Termination

3 01 Term The term of this Agreement will begin on the Effective Date and shall be in full force and effect for one year (1) from date hereof and shall renew on an annual basis unless a party gives notice of termination as per 3.02.

3 02 Termination This agreement may be terminated at will by either party upon written notice by certified mail sixty (60) days in advance of the desired effective date of termination

3 03 Default If either Party breaches any term, or terms, of this Agreement, then the breaching party shall have thirty (30) days from the date that it receives written notification of the breach from the other Party to commence good faith efforts to cure such breach. If the breach has not been cured within a reasonable period of time, then the non-breaching Party may terminate this Agreement by providing thirty (30) days written notice of its intent to terminate

IV Miscellaneous Provisions

4 01 No Waiver of Immunity This Agreement does not waive County rights under a legal theory of

sovereign immunity or defenses to liability provided for by law. This Agreement does not waive City rights under a legal theory of sovereign immunity. Nothing herein shall be deemed to alter or change the legal responsibility of either Party under existing law for road repairs, nor will this agreement cause either Party to incur additional liability other than liability it would have under existing law without the existence of this Agreement. Since the County shall be performing governmental functions on behalf of the City, the City shall further assist the County in asserting any and all sovereign or governmental immunity rights or limitations in defending any claims made against the County related to any work performed on behalf of the City.

4.02 Employment Discrimination. The Parties shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

4.03 Independent Contractor. The County, its employees, officers, agents, and assigns are employees of the County and not employees of the City.

4.04 Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this paragraph.

4.05 No Warranties. County, as the entity performing the services, states that it offers no warranties of any kind express or implied including, but not limited to, fitness for use.

4.06 Indemnification and Hold Harmless. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions, and the entities shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken pursuant to this Agreement, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties. Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of any other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the participating Party or its respective employees, agents, representatives, or assigns, in connection therewith. Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law. No participating Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

4.07 Entire Contract. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior Agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject matter hereof. The Agreement may not be in anyway modified.

except by separate writing mutually approved and signed by the Parties

4 08 Interpretation of Agreement This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a Party based solely upon that Party's authorship of the Agreement or any portion thereof

4 09 Assignment No assignment of this Agreement, in whole or in part for any purpose shall be made by either Party without the prior written consent of the other Party Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties

4 10 Notices All written notices required by the terms of this Agreement shall be in writing and deposited in the United States mail addressed to such Party at the address set forth below

If to the City

Robert A Williams, Mayor
1604 State Hwy 97 East
Jourdanton, TX 78026

If to the County

Weldon P. Cude, County Judge
1 Courthouse Circle Drive, Suite #206
Jourdanton, Texas 78026

These addresses may be changed by either Party by notice in writing to the other Party

4 11 Severability If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall not be confined to the specific paragraphs, clauses, or paragraphs of this Agreement held legally invalid

4 12 Governing Law and Venue This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Atascosa County, Texas

4 13 Execution in Counterparts This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument

4 14 No Waivers The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach

4 15 Modifications to Agreement and Scope of Work No amendments to this Agreement shall be considered valid by either Party unless they are in writing and approved by each Party's respective governing body

4 16 Current Revenues Available and No Tax Revenue Both parties agree that any payments that are made under this Agreement for governmental functions or services will be made from current revenues available to the paying Party Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement

4 17 No Third Party Beneficiaries Nothing in this Agreement shall entitle any third party to any claim,

cause of action, remedy, or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract

4 18 Force Majeure If by reason of Force Majeure, the County shall be rendered unable in whole or in part to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach of this Agreement The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of the public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other causes not reasonably within the control of County

4 19 Fair Compensation Both parties find that all payments described in this Agreement are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement

4 20 Authority to Agreement The Parties, individually, hereby affirms that it has the authority to enter into this Agreement pursuant to a duly adopted resolution and/or ordinance of its governing body and that its representative has the authority to execute this Agreement Each party certifies that the services specified above are necessary and essential for activities that are properly within the statutory functions of each party and serve the interest of efficient and economical administration of each entity

4 21 Effective Date This Agreement shall not be binding upon the Parties until it has been properly approved and signed by the authorized representatives of the governing bodies of the respective Parties The Effective Date of this Agreement shall be on the date of execution by the final party.

CITY OF JOURDANTON

Robert A Williams, Mayor

Date | _____

ATASCOSA COUNTY

Weldon P. Cude, County judge

Date _____

**AGENDA REQUEST
(GENERAL)**

Agenda Item 16.

Meeting Date: 08/25/2025

Item Title:

Submitted For: Molly Solis, County Attorney

Discuss and/or take appropriate action concerning:

Molly Solis: Discuss and/or update and take appropriate action on the legal review and
County Attorney: corrections made to the Regional Medical Examiner Building Owner-Contractor
Construction Agreement.



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

Molly Solis:
County Attorney: Discuss and/or take appropriate action concerning personnel:

| | |
|---------------------|--|
| New Employee | Adela Martinez |
| Position: | Assistant County Attorney |
| Pay Rate: | \$115,000.00 total annual salary (Base \$83,400.00 plus SB 22 \$31,600.00) |
| Salary Budget Area: | 012-404-425 |
| Start Date: | September 2, 2025 |
| Physical: | Completed |
| Drug Test: | Completed |