

ATASCOSA COUNTY  
COMMISSIONERS COURT  
REGULAR MEETING  
COMMISSIONERS COURTROOM, SUITE 203  
September 22, 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.

**AMENDED AGENDA**

- 1. Judge Cude: Call to Order.
- 2. Judge Cude: Prayer; Pledge of Allegiance.
- 3. Public Comments:
- 4. NOTICE: **Taxpayer Impact Statement  
Atascosa County, Texas  
Median-Valued Homestead Property  
Texas Government Code, Section 551.043**

Texas Government Code 551.043(a) was amended by House Bill 1522 in 2025. This is changing the notice period for government meetings from 72 hours to 3 (three) business days. This amendment also requires that any meeting at which a governmental body will discuss or adopt a budget for the governmental body must include a ***taxpayer impact statement*** for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year. These changes took effect on September 1, 2025.

**The following comparison is provided for the Median-Valued Homestead Property:**

**Value of Median-Valued Homestead Property in Atascosa County: \$228,700**

**Current Fiscal Year Taxes (\$0.482888): \$1,104**

**Estimated Taxes under Proposal Budget (\$0.482888): \$1,104**

**Estimated Taxes under No-New-Revenue Rate (\$0.483232): \$1,105**

5. Theresa Carrasco:  
County Clerk:

Hold a Public Hearing to Adopt the Archive Budget Plan for 2026.

Open Public Hearing  
Close Public Hearing

Discuss and/or take appropriate action concerning: Request Commissioners' Court to Adopt the Archive Budget Plan for 2026 in the amount of \$240,000.00 as prescribed by the Local Government Code Section 118.025(g). The Public Notice was placed in the local newspaper circulation on September 3, 2025.
6. Weldon Cude:  
County Judge:

Hold a public hearing on salaries, expenses, or allowances that are proposed to be increased for Elected County or Precinct Officers of Atascosa County for the 2026 Atascosa County Budget. The notice was published in the local newspaper for two (2) weeks: September 3, 2025, and September 10, 2025.  
(Pursuant to Local Government Code, Section 152.013b)

Open Public Hearing  
Close Public Hearing

Discuss and/or take appropriate action to set the salaries, expenses, and allowances for Elected County or Precinct Officers of Atascosa County for the budget year beginning January 1, 2026, and ending on December 31, 2026.  
(Pursuant to Texas Local Government Code, Section 152.013a)
7. Weldon Cude:  
County Judge:

Hold public hearing on the Atascosa County 2026 Proposed Budget,  
(Pursuant to Texas Local Government Code, Section 111.007a):

Open public hearing  
Close public hearing

Discuss and/or take appropriate action on any necessary changes to the Atascosa County 2026 Proposed Budget. (Pursuant to Texas Local Government Code, Section 111.008b)

Discuss and/or take appropriate action on adopting the Atascosa County 2026 Budget by record vote. (Pursuant to Texas Local Government Code, Section 111.008a)

Discuss and/or take appropriate action to ratify the property tax increase reflected in the Atascosa County 2026 Budget. Which will raise more money from property taxes than the previous year, without an increase in the tax rate. (Pursuant to TX Local Government Code, Section 111.008c)

8. Weldon Cude: County Judge: Hold public hearing on the Atascosa County 2025 Proposed Tax Rate: Notice of proposed tax rate was published in the local newspaper of general circulation on September 3, 2025 and September 10, 2025 and on the Atascosa County Website.
- Open public hearing  
Close public hearing
- Discuss and/or take appropriate action on adopting the 2025 Tax Rate for Atascosa County General by record vote.
- Discuss and/or take appropriate action on adopting the 2025 Tax Rate for Atascosa County Lateral Road by record vote.
- Discuss and/or take appropriate action on adopting the 2025 Tax Rate for Atascosa County Debt Rate by record vote.
- Discuss and/or take appropriate action on adopting the 2025 Total Tax Rate for Atascosa County by record vote.
9. Lee Ricks: Rick's Insurance: Judge Cude: Discuss and/or take appropriate action concerning approving the Group Life Insurance renewal.
10. Dale Rankin: TX A&M Agrilife County Agent: Discuss and/or take appropriate action 4-H Week Proclamation presented by Atascosa 4-H Council.
11. Jennifer Dillingham: District Judge: Discuss and/or take appropriate action concerning personnel: Transfer from JP2 to District Court, all benefits and time accruals will transfer with her.
- |                     |   |
|---------------------|---|
| Existing Employee:  | Shelby Espinosa                           |
| Position:           | Assistant Court Coordinator               |
| Pay Rate:           | \$50,000.00 Annually, \$24.04 Hourly Rate |
| Salary Budget Area: | 043-400-405                               |
| Start Date:         | September 29, 2025                        |
| Physical:           | N/A                                       |
| Drug Test:          | N/A                                       |
12. Wayne Vaughn: Justice of the Peace Pct. 2 Discuss and/or take appropriate action concerning personnel:
- |                     |                |
|---------------------|----------------|
| Existing Employee:  | Andrea Garcia  |
| Position:           | Deputy Clerk   |
| Pay Rate:           | \$23.65 hourly |
| Salary Budget Area: | 012-428-404    |

Start Date: September 29, 2025  
Physical: N/A  
Drug Test: N/A

New Employee: Sylvia Saldana  
Position: Court Clerk  
Pay Rate: \$19.23 hourly  
Salary Budget Area: 012-428-402  
Start Date: September 29, 2025  
Physical: Pending  
Drug Test: Pending

13. Tracy Barrera:  
County Auditor: Discuss and/or take appropriate action to approve the terms, conditions, and expense of \$7,000.00 for the removal of 3 ash trees at the Atascosa County (AG Extension Office) property located in Leming pending review and approval from the County Attorney Molly Solis, and direct Atascosa County Judge Weldon P. Cude to sign all related documents.
14. Lisa Akers:  
Indigent Health Care: Discuss and/or take appropriate action to approve the Indigent Health Care Optional Services for the 2025-2026 Fiscal Year.
15. Lisa Akers:  
Indigent Health Care: Discuss and/or take appropriate action to approve the Indigent Health Care Year End Report for 2025.
16. Cathy Seiter:  
Elections Administrator: Discuss and/or take appropriate action to accept and approve the contract with KNOWINK, LLC, to provide service and software for new electronic poll books for use during elections subject to review and approval by the County Attorney.
17. Jake Guerra:  
County Sheriff: Discuss and/or take appropriate action concerning personnel:  
  
New Employee: Lenora Rodriguez  
Position: Jail Nurse  
Pay Rate: Tier 1: \$29.04 hourly; \$120.00 Mo Uniform; SB22 Eligible; 90-Day County Probation; 1-Year Agency Probation  
  
Salary Budget Area: 012-442-427  
Start Date: October 20, 2025  
Physical: Complete  
Drug Test: Complete  
  
Existing Employee: Angel Ramirez  
Position: Move to Corrections Officer  
Pay Rate: Tier 1: \$25.27 Hourly; \$120.00 Mo Uniform; SB22 Eligible  
  
Salary Budget Area: 012-442-562  
Start Date: September 28, 2025

Physical: N/A  
Drug Test: N/A

Existing Employee: Garrett Baker  
Position: Move to Sergeant Jailer  
Pay Rate: Tier 1: \$27.66 hourly; \$120.00 Mo. Uniform;  
SB22 Eligible  
Salary Budget Area: 012-442-561  
Start Date: September 28, 2025  
Physical: N/A  
Drug Test: N/A

Existing Employee: Chelsea Martinez  
Position: Move to Corporal Jailer  
Pay Rate: Tier 1: \$25.73 Hourly; \$120.00 Mo. Uniform;  
SB22 Eligible  
Salary Budget Area: 012-442-562  
Start Date: September 28, 2025  
Physical: N/A  
Drug Test: N/A

Existing Employee: Addie Cunningham  
Position: Move to Corporal Jailer  
Pay Rate: Tier 1: \$25.73 hourly; \$120.00 Mo Uniform;  
SB22 Eligible  
Salary Budget Area: 012-442-562  
Start Date: September 28, 2025  
Physical: N/A  
Drug Test: N/A

18. Sarah Rihn: Animal Control: Discuss and/or take appropriate action on rescinding the termination notice sent by Atascosa County to the City of Jourdanton and continuing the Amended Atascosa County Animal Control Interlocal Agreement for Animal Control Services with the City of Jourdanton with amendments effective October 1, 2025.
19. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the Kesterson Addition Subdivision on FM 1333 in Precinct 3.
20. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the Brasshollow Addition Subdivision on Dairy Rd. and N. US Highway 281 in Precinct 1.
21. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Road Bore Permit for McCoy Water Supply on Shale Rd. in Precinct 4.

22. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Final Plat for the Replat of the Sunset Subdivision Lot 4 on W FM 476 in Precinct 2.
- Open Public Hearing  
Close Public Hearing
23. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for Resource Diversification Group, Series LLC and Bradleigh Properties, LLC on County Road 331 and E. County Road 331 in Precinct 3.
24. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Final Plat for the Shale Acres Subdivision on County Road 422 in Precinct 4.
25. Theresa Carrasco: Discuss and/or take appropriate action for approval of Commissioners' County Clerk: Court Minutes for July 2025.
26. Theresa Carrasco: Discuss and/or take appropriate action to set Sheriff and Constable fees for County Clerk: 2026.
27. Weldon Cude: Update and/or take appropriate action concerning Judges, County Judge: Commissioners, and Other County Elected Officials' training course certifications record any hours and certificates into Commissioners Court minutes and other documents not related to education needing to be filed in the court records.
- Constable Rutherford completed 4 hours of continuing education at the 2025 Legislative Update Civil process in Corpus Christi, Texas on August 18, 2025.

28. **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.**

29. **OPEN SESSION**

30. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.
31. Judge Cude: Discuss, review and take action to accept and/or approve any Tracy Barrera: invoices and payroll.
32. Judge Cude: Discuss, review and take action on reports submitted. Tracy Barrera:

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

34. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00 AM on Wednesday, September 17, 2025.



Jessica Kidd, Court Coordinator

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 4.**

**Meeting Date:** 09/22/2025  
**Item Title:**  
**Submitted For:**

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

**NOTICE: Taxpayer Impact Statement  
Atascosa County, Texas  
Median-Valued Homestead Property  
Texas Government Code, Section 551.043**

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**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 5.**

**Meeting Date:** 09/22/2025  
**Item Title:** Archive Budget Plan 2026  
**Submitted For:** Theresa Carrasco, County Clerk

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

Theresa Carrasco: Hold a Public Hearing to Adopt the Archive Budget Plan for 2026.  
County Clerk:

Open Public Hearing  
Close Public Hearing

Discuss and/or take appropriate action concerning: Request Commissioners' Court to Adopt the Archive Budget Plan for 2026 in the amount of \$240,000.00 as prescribed by the Local Government Code Section 118.025(g). The Public Notice was placed in the local newspaper circulation on September 3, 2025.

**Recommendation/Action Requested and Justification**

B.) Discuss and / or take appropriate action concerning: Request Commissioners' Court to Adopt the Archive Budget Plan for 2026 in the Amount of \$240,000.00 as prescribed by the Local Government Code Section 118.025(g). Public Notice was placed in the newspaper of local circulation on September 3, 2025.

**ATTACHMENTS**

Archive Plan 2026

**COUNTY CLERK'S  
ARCHIVE PLAN FOR 2026**

**Steps to Implement**

- Prepare Archive Plan
- Newspaper Ad Ran 15 days prior to hearing.
- Public Hearing
- Commissioner's Court Approval

**Plan**

Project will involve page preservation and rebinding of original Deed and Probate books with mechanical binds. The covers of these books are heavily worn and contain pages that are torn and separating from the bindings. The following describes the service that will be provided.

- A) Page Mending
- B) De-acidification
- C) Encapsulation
- D) Binding
- E) Deliverables

**Clerk's Archive fund**

We continue to work with various book types that need cleaning, de-acidification, mending of tears, removal of scotch and linen tape, removal of residue as the books are encapsulated, preserved, and restored. \$ 240,000.00.

TOTAL AMOUNT ESTIMATED FOR 2025 **\$ 240,000.00**

The County Clerk's office has taken advantage of preserving and maintaining documents with the use of the records management and archive fees. These fees are dedicated to that task. The vast majority of the permanent records in the County Clerk's office were paper based and used on a daily basis by the public making them vulnerable to loss by theft, wear and tear.

Revenue collected and not expended in the year will be carried forward and used toward outstanding balances on the current projects. We will then re-assess and prioritize what records and/or documents need to be completed on future projects and obtain new pricing information to achieve those projects as needed.

On this the 22<sup>ND</sup> day of September, 2025 the Commissioners' Court of Atascosa County approved the **2026 Archive Plan** for the County Clerk's Office for the preservation and restoration of records.

Signed this **the** 22<sup>ND</sup> day of September, 2025.

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

\_\_\_\_\_  
Mark Gillespie, Commissioner Pct. 1

\_\_\_\_\_  
Mark Bowen, Commissioner Pct. 2

\_\_\_\_\_  
George "Butch" Pawelek,  
Commissioner Pct. 3

\_\_\_\_\_  
Kennard "Bubba" Riley,  
Commissioner Pct. 4

Attested by: \_\_\_\_\_  
Theresa Carrasco,  
Atascosa County Clerk

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 6.**

**Meeting Date:** 09/22/2025  
**Item Title:** Public Hearing on Elected Officials 2026 Proposed Salaries  
**Submitted For:** Weldon Cude, County Judge

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

**Weldon Cude:** Hold a public hearing on salaries, expenses, or allowances that are proposed to be increased for Elected County or Precinct Officers of Atascosa County for the 2026 Atascosa County Budget. The notice was published in the local newspaper for two (2) weeks: September 3, 2025, and September 10, 2025.  
**County Judge:** (Pursuant to Local Government Code, Section 152.013b)

Open Public Hearing  
Close Public Hearing

Discuss and/or take appropriate action to set the salaries, expenses, and allowances for Elected County or Precinct Officers of Atascosa County for the budget year beginning January 1, 2026, and ending on December 31, 2026. (Pursuant to Texas Local Government Code, Section 152.013a)

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 7.**

**Meeting Date:** 09/22/2025  
**Item Title:** Public Hearing on 2026 Proposed Budget  
**Submitted For:** Weldon Cude, County Judge

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

**Weldon Cude:** Hold public hearing on the Atascosa County 2026 Proposed Budget, (Pursuant to  
**County Judge:** Texas Local Government Code, Section 111.007a):

Open public hearing  
Close public hearing

Discuss and/or take appropriate action on any necessary changes to the Atascosa County 2026 Proposed Budget. (Pursuant to Texas Local Government Code, Section 111.008b)

Discuss and/or take appropriate action on adopting the Atascosa County 2026 Budget by record vote. (Pursuant to Texas Local Government Code, Section 111.008a)

Discuss and/or take appropriate action to ratify the property tax increase reflected in the Atascosa County 2026 Budget. Which will raise more money from property taxes than the previous year, without an increase in the tax rate. (Pursuant to TX Local Government Code, Section 111.008c)

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 8.**

**Meeting Date:** 09/22/2025  
**Item Title:** Public Hearing on 2025 Proposed Tax Rate  
**Submitted For:** Weldon Cude, County Judge

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

**Weldon Cude:** Hold public hearing on the Atascosa County 2025 Proposed Tax Rate:  
**County Judge:** Notice of proposed tax rate was published in the local newspaper of general circulation on September 3, 2025 and September 10, 2025 and on the Atascosa County Website.

Open public hearing  
Close public hearing

Discuss and/or take appropriate action on adopting the 2025 Tax Rate for Atascosa County General by record vote.

Discuss and/or take appropriate action on adopting the 2025 Tax Rate for Atascosa County Lateral Road by record vote.

Discuss and/or take appropriate action on adopting the 2025 Tax Rate for Atascosa County Debt Rate by record vote.

Discuss and/or take appropriate action on adopting the 2025 Total Tax Rate for Atascosa County by record vote.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 9.**

**Meeting Date:** 09/22/2025

**Item Title:**

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

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

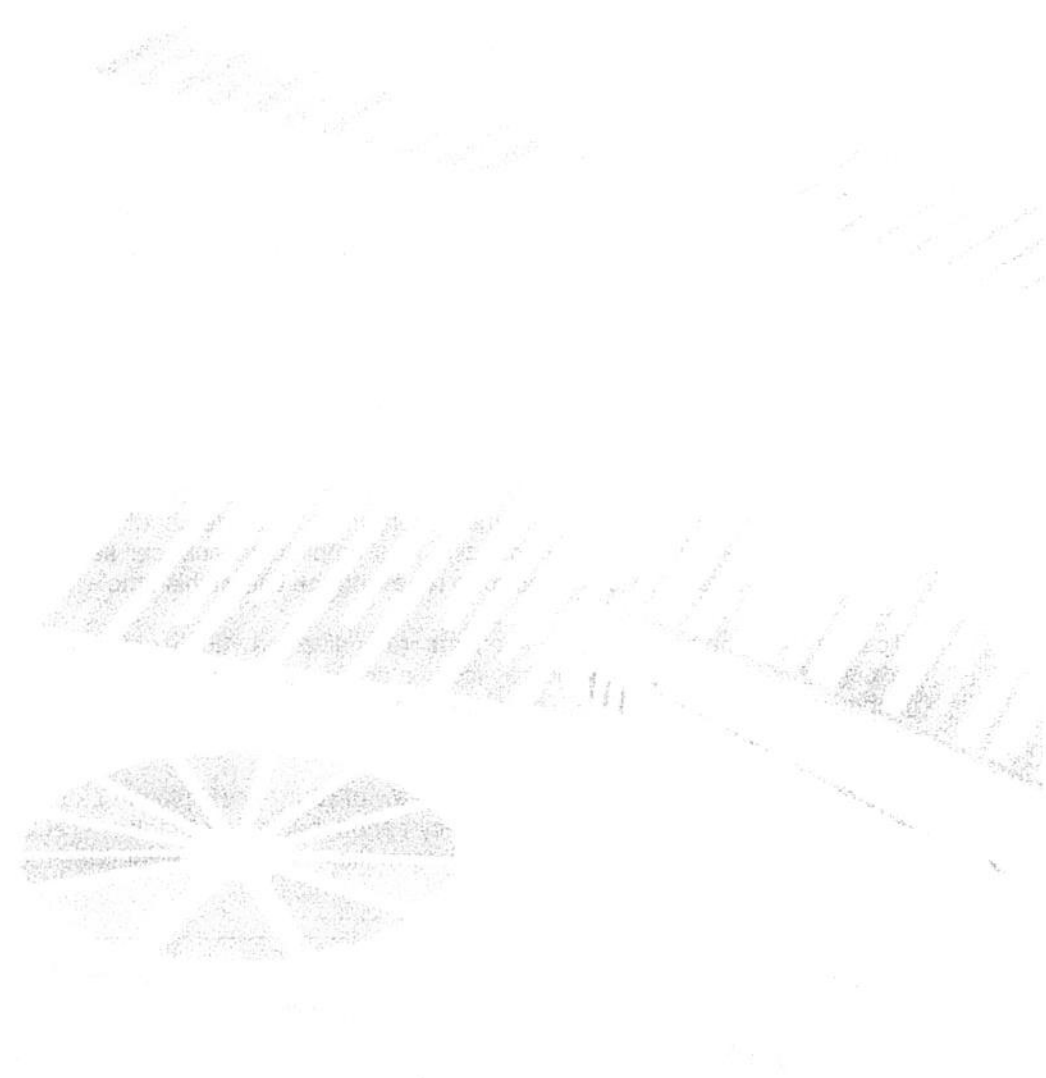
**Lee Ricks:** Discuss and/or take appropriate action concerning approving the Group Life

**Rick's Insurance:** Insurance renewal.

**Judge Cude:**

**ATTACHMENTS**

information



**Atascosa County**

**August 1, 2025**



August 1, 2025

Tracy Barrera  
Atascosa County  
#1 Courthouse Circle, Suite 105  
Jourdanton, TX 78026

**Re: October 1, 2025 Renewal Information for Your Group Insurance Benefits with The Hartford**

Dear Tracy Barrera:

For more than 200 years, companies like yours have trusted us to help them protect and grow their businesses. We are committed to delivering an industry-leading Group Benefits experience – with solutions that meet your insurance challenges and employee benefits that help make your company an attractive and motivating place to work.

Thank you for giving The Hartford the opportunity to provide benefits to the employees of Atascosa County. We are committed to enhancing your employees' financial security and helping you provide attractive benefits. We look forward to renewing the Life at this time.

To determine the renewal rate, The Hartford analyzes a variety of factors to ensure that you receive excellent benefits and valuable service at a competitive and affordable price. A careful review is conducted of your demographic information, industry classifications, experience results, and overall benefit package.

We have completed a comprehensive review of your benefit plan in order to determine the appropriate funding level for the upcoming new policy period, beginning October 1, 2025. The chart below summarizes the detailed renewal rate information. These renewal rates require that all coverage lines are renewed as a package.

Coverage and Policy Number	Volume	Current Rate	* Current Monthly Premium	Renewal Rate as of 10/01/2025	* Renewal Monthly Premium	Monthly Premium Change	Rate Guaranteed Until
Basic Life - 698773G	7,210,000	\$ 0.441 per 1000	\$ 3,180	No Change	No Change	\$ 0	10/01/2027
Basic ADD - 698773G	7,210,000	\$ 0.020 per 1000	\$ 144	No Change	No Change	\$ 0	10/01/2027

We appreciate your business and look forward to being your group benefits carrier of choice for many years to come.

Sincerely,

Todd Lewis  
Regional Account Executive, Group Benefits  
The Hartford  
19450 State Highway 249  
Suite 400

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 10.**

**Meeting Date:** 09/22/2025  
**Item Title:** 4-H Week Proclamation presented by Atascosa 4-H Council  
**Submitted For:** Dale Rankin, Director

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

**Dale Rankin:** Discuss and/or take appropriate action 4-H Week Proclamation presented by  
**TX A&M Agrilife** Atascosa 4-H Council.  
**County Agent:**

**ATTACHMENTS**

4-H Proclamation



# National 4-H Week Proclamation

WHEREAS, this year’s National 4-H Week theme, “Beyond Ready,” reminds us that 4-H is building a ready generation in a world of change and equips young people with skills for the future while meeting them where they are today;

WHEREAS, 4-H is America’s largest youth development organization, supporting six million youth across the country; and

WHEREAS, 4-H programs are delivered by the Cooperative Extension System – a community of more than 100 public land-grant colleges and universities across the Nation – that provides experiences for young people to learn by doing;

WHEREAS, 4-H is in every city and county in the United States and helps 6 million youth become engaged, successful and independent; and

WHEREAS, 4-H connects young people and adults to their communities, preparing them for work and life through experiential and inquiry-based learning while providing emerging research for positive youth development; and

WHEREAS, expanding from its strong agricultural roots, 4-H helps young people explore the world around them and grow into productive adults; and

WHEREAS, supporting future leaders in science, agriculture and community leadership is an important imperative for U.S. Department of Agriculture National Institute of Food and Agriculture 4-H program; and

NOW, THEREFORE, I, Weldon Cude, Atascosa County Judge, do hereby proclaim October 5 –11 2025 as NATIONAL 4-H WEEK throughout Atascosa County, Texas and encourage all our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

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

\_\_\_\_\_  
Commissioner Precinct 1

\_\_\_\_\_  
Commissioner Precinct 2

\_\_\_\_\_  
Commissioner Precinct 3

\_\_\_\_\_  
Commissioner Precinct 4

\_\_\_\_\_  
Date



## PERSONNEL ACTION FORM

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

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

### Requested Action

Jennifer Dillingham: Discuss and/or take appropriate action concerning personnel:

District Judge: Transfer from JP2 to District Court, all benefits and time accruals will transfer with her.

Existing Employee:	Shelby Espinosa
Position:	Assistant Court Coordinator
Pay Rate:	\$50,000.00 Annually, \$24.04 Hourly Rate
Salary Budget Area:	043-400-405
Start Date:	September 29, 2025
Physical:	N/A
Drug Test:	N/A



## PERSONNEL ACTION FORM

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

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

**Requested Action**

Wayne Vaughn:

Justice of the  
Peace Pct. 2

Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Andrea Garcia
Position:	Deputy Clerk
Pay Rate:	\$23.65 hourly
Salary Budget Area:	012-428-404
Start Date:	September 29, 2025
Physical:	N/A
Drug Test:	N/A



## PERSONNEL ACTION FORM

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

**Employment Type:** New employee

**Requested Action**

New Employee:	Sylvia Saldana
Position:	Court Clerk
Pay Rate:	\$19.23 hourly
Salary Budget Area:	012-428-402
Start Date:	September 29, 2025
Physical:	Pending
Drug Test:	Pending

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 13.**

**Meeting Date:** 09/22/2025  
**Item Title:** ProGreen Arbor Care - Tree Removal - Leming  
**Submitted For:** Tracy Barrera, County Auditor

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

**Tracy Barrera:** Discuss and/or take appropriate action to approve the terms, conditions, and  
**County Auditor:** expense of \$7,000.00 for the removal of 3 ash trees at the Atascosa County (AG  
Extension Office) property located in Leming pending review and approval from  
the County Attorney Molly Solis, and direct Atascosa County Judge Weldon P.  
Cude to sign all related documents.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 14.**

**Meeting Date:** 09/22/2025  
**Item Title:** Approve IHC Optional Services for 2025-2026 Fiscal Year  
**Submitted For:** Lisa Akers, Indigent Health Care Administrator

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

Lisa Akers: Discuss and/or take appropriate action to approve the Indigent Health  
Indigent Health Care Optional Services for the 2025-2026 Fiscal Year.  
Care:

**ATTACHMENTS**

Optional Services



County Indigent Health Care Program (CIHCP)  
**Optional Health Care Services Notification**

Select the appropriate column to indicate each optional health care service the county chooses to provide or discontinue. **Submit completed form electronically to [CIHCP@hhsc.state.tx.us](mailto:CIHCP@hhsc.state.tx.us) or by fax to 512-776-7203.**

Provide	Discontinue	
<input checked="" type="radio"/>	<input type="radio"/>	1. <b>Advanced Practice Nurse (APN)</b> , specifically a nurse practitioner, clinical nurse specialist, Certified Nurse Midwife (CNM) and Certified Registered Nurse Anesthetist (CRNA).
<input checked="" type="radio"/>	<input type="radio"/>	2. <b>Ambulatory Surgical Center (ASC)</b> , Freestanding.
<input type="radio"/>	<input type="radio"/>	3. <b>Colostomy Medical Supplies and/or Equipment</b> , namely colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers.
<input type="radio"/>	<input type="radio"/>	4. <b>Counseling Services</b> . Check the box the county chooses to provide. <input type="checkbox"/> A. Licensed Clinical Social Worker (LCSW) <input type="checkbox"/> B. Licensed Marriage Family Therapist (LMFT) <input type="checkbox"/> C. Licensed Professional Counselor (LPC) <input type="checkbox"/> D. Ph.D. Clinical Psychologist
<input type="radio"/>	<input type="radio"/>	5. <b>Dental Care</b> , namely an annual routine dental exam, annual routine cleaning, one set of annual X- rays, and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection or extreme pain.
<input checked="" type="radio"/>	<input type="radio"/>	6. <b>Diabetic Supplies and/or Equipment</b> , namely test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens.
<input type="radio"/>	<input type="radio"/>	7. <b>Durable Medical Equipment (DME)</b> . Check the box(es) the county chooses to provide. <input type="checkbox"/> A. Blood Pressure Measuring Appliances <input type="checkbox"/> E. Hospital Beds <input type="checkbox"/> B. Canes <input type="checkbox"/> F. Walkers <input type="checkbox"/> C. Crutches <input type="checkbox"/> G. Wheelchairs, Standard <input type="checkbox"/> D. Home Oxygen Equipment
<input checked="" type="radio"/>	<input type="radio"/>	8. <b>Emergency Medical Services</b> , namely ground transportation only.
<input checked="" type="radio"/>	<input type="radio"/>	9. <b>Federally Qualified Health Center (FQHC)</b>
<input checked="" type="radio"/>	<input type="radio"/>	10. <b>Occupational Therapy</b>
<input checked="" type="radio"/>	<input type="radio"/>	11. <b>Physical Therapy</b>
<input type="radio"/>	<input type="radio"/>	12. <b>Home and Community Health Care</b>
<input checked="" type="radio"/>	<input type="radio"/>	13. <b>Physician Assistant (PA)</b>
<input type="radio"/>	<input type="radio"/>	14. <b>Vision Care</b> , namely one exam by refraction and one pair of prescription glasses every 24 months.
<input checked="" type="radio"/>	<input type="radio"/>	15. <b>Other</b> medically necessary services or supplies determined to be cost effective by the entity.

Signature of County Judge/Designee \_\_\_\_\_ Date 09/03/2025

Printed Name and Title of County Judge/Designee Signing Form Lisa Akers, IHC Program Coordinator	County Atascosa IHC
Mailing Address, City, State and ZIP Code 914 MAIN STREET, ROOM 116, JOURDANTON, TX 78026	Area Code and Phone No. (830) 769-4174

## Definitions of CIHCP Optional Health Care Services

1. **Advanced Practice Nurse (APN)** services must be medically necessary and provided within the scope of practice of an APN and covered by the Texas Medicaid Program when provided by a licensed physician.
2. **Ambulatory Surgical Center (ASC)** services must be provided in a freestanding ASC and are limited to items and services furnished in reference to an ambulatory surgical procedure, including those services on the Center for Medicare and Medicaid Services (CMS)-approved list and selected Medicaid-only procedures.
3. **Colostomy Medical Supplies and/or Equipment** must be medically necessary and prescribed by a physician or an APN if within the scope of their practice, in accordance with the standards established by the Board of Nurse Examiners and published in 22 Texas Administrative Code (TAC) §221.13. Items covered are colostomy bags/ pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers. The county may require the supplier to receive prior authorization.
4. **Counseling (psychotherapy) Services** must be medically necessary based on a referral from a physician or an APN if within the scope of their practice, in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Psychotherapy services must be provided by a Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), Licensed Professional Counselor (LPC) or Ph.D. Psychologist.
5. **Dental Care** must be medically necessary and provided by a Doctor of Dental Surgery (DDS), Doctor of Medicine (DMD) or Doctor of Dental Medicine (DDM). Items covered are an annual routine exam, annual routine cleaning, one set of annual X-rays, and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection or extreme pain. The county may require prior authorization.
6. **Diabetic Supplies and/or Equipment** must be medically necessary and prescribed by a physician or an APN if within the scope of their practice, in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items covered are test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens. The county may require the supplier to receive prior authorization.
7. **Durable Medical Equipment (DME)** must be medically necessary, meet the Medicare/Medicaid requirements and be provided under a written, signed and dated prescription from a physician or an APN if within the scope of their practice, in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items may be purchased or rented, whichever is least costly. Items covered are blood pressure measuring appliances that are reasonable and appropriate, canes, crutches, home oxygen equipment (including masks, oxygen hose and nebulizers), hospital beds, walkers and standard wheelchairs. The county may require the supplier to receive prior authorization.
8. **Emergency Medical Services** covers ground transportation only for medically necessary, life-threatening conditions.
9. **Federally Qualified Health Center (FQHC)** services must be provided in an approved FQHC by a physician, physician's assistant, nurse practitioner, clinical psychologist or clinical social worker.
10. **Occupational Therapy** services must be medically necessary and may be covered if provided in a physician's office, therapist's office, outpatient rehabilitation or free-standing rehabilitation facility, or licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 454.
11. **Physical Therapy** services must be medically necessary and may be covered if provided in a physician's office, therapist's office, outpatient rehabilitation or free-standing rehabilitation facility, or licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 453.
12. **Home and Community Health Care** must be medically necessary, meet the Medicare/Medicaid requirements and be provided by a certified home health agency. A plan of care must be recommended, signed and dated by the recipient's attending physician prior to care being given. Items covered are Registered Nurse (RN) visits for skilled nursing observation, assessment, evaluation and treatment provided by a physician who specifically requests the RN visit for this purpose. A home health aide to assist with administering medication is also covered. Visits made for performing housekeeping services are not covered. A county may require prior authorization.
13. **Physician Assistant (PA)** services must be medically necessary and provided by a PA under the direction of a Doctor of Medicine (MD) or Doctor of Osteopathic Medicine (DO) and must be billed by and paid to the supervising physician.
14. **Vision Care** covers one exam by refraction and one pair of prescribed glasses every 24 months that meet Medicaid criteria.
15. **Other** medically necessary services or supplies that the local governmental municipality/entity determines to be cost effective.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 15.**

**Meeting Date:** 09/22/2025  
**Item Title:** Present Year End Report  
**Submitted For:** Lisa Akers, Indigent Health Care Administrator

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

Lisa Akers: Discuss and/or take appropriate action to approve the Indigent Health Care Year  
Indigent Health End Report for 2025.  
Care:

**ATTACHMENTS**

End of Year Report SFY 24-25



**End of Year Report**

Entity Name: Atascosa IHC State Fiscal Year (September 1 through August 31): 2024 - 2025

Type of Entity You Represent:  County  Public Hospital  Hospital District

**I. Total Number of Unduplicated Clients Served:** 314

To get the number of unduplicated clients, do not count the same individual more than once.

How many of these clients are Supplemental Security Income (SSI) appellants? 6

**II. Total Expenditures:** \$668,406.03

Break the total expenditures down into the following categories:

1. Physician Services	\$68,760.87
2. Prescription Drugs	\$108,783.80
3. Hospital Inpatient Services	\$254,927.48
4. Hospital Outpatient Services	\$219,872.50
5. Laboratory/X-ray Services	\$14,000.61
6. Skilled Nursing Facility Services	\$0.00
7. Family Planning Services	\$0.00
8. Rural Health Clinic Services	\$0.00
9. State Hospital Contracts	\$0.00
10. Optional Health Care Services	\$3,669.74
11. Reimbursements/Errors	-\$1,608.97

**III. Totals**

Delivery System Reform Incentive Payment (DSRIP) Projects: \_\_\_\_\_

Uncompensated Care: \_\_\_\_\_

Expenditures for 1115 Waiver: \$0.00

**IV. Diagnoses** – List the five top diagnoses of your clients.

1. I10 Essential (Primary) Hypertension
2. Z13.9 Encounter For Screening, Unspecified
3. E78.5 Hyperlipidemia, Unspecified
4. E55.9 Vitamin D Deficiency, Unspecified
5. E11.9 Type 2 Diabetes Mellitus Without Complications

**V. Federal Poverty Guideline Percent Used to Determine Eligibility:** 21 %

Lisa Aters  
Signature of Person Submitting Form

(830) 769-4174  
Area Code and Phone No.

09/08/2025  
Date

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 16.**

**Meeting Date:** 09/22/2025  
**Item Title:** New Pollbook Contract  
**Submitted For:**

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

**Cathy Seiter:** Discuss and/or take appropriate action to accept and approve the contract with  
**Elections** KNOWiNK, LLC, to provide service and software for new electronic poll books for  
**Administrator:** use during elections subject to review and approval by the County Attorney.



## PERSONNEL ACTION FORM

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

**Employment Type:** New employee

**Requested Action**

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

New Employee:	Lenora Rodriguez
Position:	Jail Nurse
Pay Rate:	Tier 1: \$29.04 hourly; \$120.00 Mo Uniform; SB22 Eligible; 90-Day County Probation; 1-Year Agency Probation
Salary Budget Area:	012-442-427
Start Date:	October 20, 2025
Physical:	Complete
Drug Test:	Complete



## PERSONNEL ACTION FORM

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

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

**Requested Action**

Existing Employee:	Angel Ramirez
Position:	Move to Corrections Officer
Pay Rate:	Tier 1: \$25.27 Hourly; \$120.00 Mo Uniform; SB22 Eligible
Salary Budget Area:	012-442-562
Start Date:	September 28, 2025
Physical:	N/A
Drug Test:	N/A



## PERSONNEL ACTION FORM

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

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

**Requested Action**

Existing Employee:	Garrett Baker
Position:	Move to Sergeant Jailer
Pay Rate:	Tier 1: \$27.66 hourly; \$120.00 Mo. Uniform; SB22 Eligible
Salary Budget Area:	012-442-561
Start Date:	September 28, 2025
Physical:	N/A
Drug Test:	N/A



## PERSONNEL ACTION FORM

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

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

**Requested Action**

Existing Employee:	Chelsea Martinez
Position:	Move to Corporal Jailer
Pay Rate:	Tier 1: \$25.73 Hourly; \$120.00 Mo. Uniform; SB22 Eligible
Salary Budget Area:	012-442-562
Start Date:	September 28, 2025
Physical:	N/A
Drug Test:	N/A



## PERSONNEL ACTION FORM

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

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

**Requested Action**

Existing Employee:	Addie Cunningham
Position:	Move to Corporal Jailer
Pay Rate:	Tier 1: \$25.73 hourly; \$120.00 Mo Uniform; SB22 Eligible
Salary Budget Area:	012-442-562
Start Date:	September 28, 2025
Physical:	N/A
Drug Test:	N/A

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 18.**

**Meeting Date:** 09/22/2025  
**Item Title:**  
**Submitted For:** Sarah Rihn, Shelter Facility Director

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

**Sarah Rihn:** Discuss and/or take appropriate action on rescinding the termination notice sent  
**Animal Control:** by Atascosa County to the City of Jourdanton and continuing the Amended Atascosa County Animal Control Interlocal Agreement for Animal Control Services with the City of Jourdanton with amendments effective October 1, 2025.

**ATTACHMENTS**

information

## **AMENDED INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES**

THE STATE OF TEXAS

COUNTY OF ATASCOSA

THIS AMENDED AGREEMENT is made and entered into by and between **ATASCOSA COUNTY, TEXAS**, on behalf of the Atascosa County Animal Control Authority (hereinafter referred to as “County”) and **the CITY OF JOURDANTON, TEXAS**, a Texas Municipality (hereinafter referred to as “Client”).

### **I. RECITALS**

WHEREAS, CHAPTER 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as animal control assistance and public health and welfare; and

WHEREAS, the City of JOURDANTON is a municipality organized under the laws of Texas and is authorized to enter into this Agreement pursuant to the Texas Local Government Code; and

WHEREAS, Atascosa County is a political subdivision of the State of Texas, duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, the County and the Client represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the Atascosa County Animal Control Authority operates and performs Animal Control Services, as defined herein, for the purpose of reducing general animal control problems in the County, including, but not limited to, protecting its citizens from the dangers and problems associated with free roaming animals; and

WHEREAS, the Client currently has a need for such Animal Control Services and is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both the County and the Client find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

### **II. DEFINITIONS**

- A. Animal: “Animal” shall mean domesticated dogs and cats.

- B. Animal Control Authority: “Animal Control Authority” shall mean the Atascosa County Animal Control Department. The terms “Animal Control Authority” and “Animal Control Department” are synonymous.
- C. Animal Control Personnel: “Animal Control Personnel” shall mean any employee of the Atascosa County Animal Control Department.
- D. Animal Control Services: “Animal Control Services” shall mean the specific services provided by the Atascosa County Animal Control Authority in response to Client-Reported Animal Calls that are necessary to effectively carry out an animal control program for the Client.

Animal Control Services shall include: the housing and final, humane disposition of stray, unrestrained, homeless, abandoned, or unwanted Animals that are transported to the Atascosa County Animal Control Facility; providing a kennel for state-mandated rabies quarantine observation by the Local Rabies Control Authority; and submitting specimens to the Texas Department of Health for rabies testing.

Animal Control Services will not include **acceptance feral ear-tipped cats**, trapping nuisance animals, wild animals, horses, or livestock or removal of deceased animals from within the incorporated limits of JOURDANTON, Texas.

- E. Animal Shelter: “Animal Shelter” shall mean the facility known as the Atascosa County Animal Control Facility, currently located at 292 Spur 162 Jourdanton, Atascosa County, Texas, that keeps or legally impounds stray, homeless, abandoned, or unwanted Animals.
- F. County: “County” shall mean Atascosa County, Texas and the Atascosa County Animal Control Department.
- G. Client-Reported Animal Call: “Client-Reported Animal Call” shall mean calls made by the Client to the Atascosa County Animal Control Department or the Atascosa County Sheriff's Department dispatch to request Animal Control Services.
- H. Local Rabies Control Authority: “Local Rabies Control Authority” shall mean the **Animal Control Officer** of the Atascosa County Animal Control Department, as authorized by section 826.017 of the Texas Health & Safety Code.

### **III. COUNTY'S OBLIGATIONS**

- A. County agrees to provide specific Animal Control Services to Client for all Client-Reported Animal Calls occurring within the incorporated limits of the City of JOURDANTON, Atascosa County, Texas, defined as the geographical limits as recorded in the Atascosa County Appraisal District.

- B. The County will confirm at least one (1) Animal Control Personnel in response to a Client request for Animal Control Services, so long as there is at least one (1) Animal Control Personnel “on duty”. If there is no Animal Control Personnel on duty, the County dispatch will notify Client that there are no personnel available to accept the animal. In that event, Atascosa County dispatch may determine if the call is an emergency and notify the Animal Control supervisor of the emergency call. The Animal Control supervisor, at his/her sole discretion, will then provide at least one (1) Animal Control Personnel to respond to the emergency call. Only Client-Reported Animal Calls to report animal bites and scratches will be considered an emergency.
- C. The County receiving time for animals is from 9:00am to 4:00pm Monday through Friday, 9:00am to 4:00pm on Saturday and Sunday for emergencies only. Emergencies are limited to aggressive animals, bite quarantines, sick or injured needing euthanasia, police/fire/EMS assistance.
- D. County will respond only to calls directly reported by the Client to the County. The County will defer all other requests for Animal Control Services directly to the Client.
- E. County agrees to accept, at its sole discretion, captured Animals transported to the Atascosa County Animal Control Facility by Client. Wild animals will not be accepted by the Animal Control Facility and should be released back into their natural habitat by Client if they have not caused a bite to a human.
- F. To the extent permitted by law, and as provided by the Public Information Act, TEXAS GOVERNMENT CODE, Ch. 552, as amended, County agrees to keep confidential any Rabies Vaccination Certificate information provided by the Client.

#### IV. CLIENT'S OBLIGATIONS

- A. Client agrees to receive all calls for Animal Control Services from citizens to determine if Animal Control Services are needed, and if so, to initiate Client-Reported Animal Calls. Client shall not direct or advise citizens to call the County for Animal Control Services.
- B. Client shall fully cooperate with County in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid Animal, including Rabies Vaccination Certificates maintained by any department of the Client; any history of the Animal; the name and address of any person reporting an Animal bite or scratch; the name and address of any possible victims of an Animal bite or scratch; and the name and address of any person believed to own an Animal which the Client has called the County to house. Client is responsible for ensuring pick up of owned quarantined animals in their jurisdiction after the 10-day hold period. There will be a daily boarding fee assessed to Client for animals not reclaimed or released by owner with signed documentation provided to County after the 10-day hold period.

- C. Client agrees to furnish information to County in a timely and expeditious manner.
- D. Client agrees to assist the citizens of JOURDANTON, Texas with the apprehension of any Animal in appropriate situations.
- E. Client agrees to provide live capture cages to the public for the purpose of catching and transporting any Animal to the Client, who agrees to then transport the Animal to the Animal Shelter. **Client is responsible for their own housing or holding of captured animals during after-hours and emergencies outside of County receiving hours (as stated above) for vet care, quarantine, or euthanasia.**
- F. Client agrees to transport all Animals in an approved, properly functioning live animal cage prior to admittance into the Animal Shelter. **Client will properly kennel animals to be transported. Proper kennel procedures include, kenneling unrelated animals or animals over 4 months individually (not together in the same kennel).**
- G. Client agrees to investigate all violations of the penal code or city ordinances and file all criminal or civil charges, in the appropriate court, for any violations of Client's rules and regulations or for any violations of state statutes, at the sole discretion of the Client.
- H. Client agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal.

## **V. CONSIDERATION**

- A. In consideration for the County's performance of the duties listed herein, the Client agrees to pay the County an annual registration fee of \$250.00. Additionally, the Client shall pay the County for the services, as delineated in this Agreement, according to the **amended fee schedule attached hereto as Exhibit A**. With regard to such fee schedule, all fees associated with requested services from Client will be assessed at intake and will reflect the specific services requested by Client.
- B. Client will pay all additional, reasonable, posted incurred cost for the processing of any rabies related investigation which requires submission of a specimen to the Texas Department of Health or for the required 10-day quarantine of any animal no later than thirty (30) days after the Client's receipt of an invoice from the County.
- C. The **AMENDED** fee schedule in Exhibit A only applies to requested services upon intake and does not reflect specific services required for the final disposition of any Animal after intake.
- D. In the event that the parties agree to renew this Agreement as provided in Article VIII herein, amounts shall not change without entering into a new written agreement.

- E. In the event that the County determines prior to renewal of this Agreement that the amounts listed in Exhibit A are insufficient to cover costs, the County and Client will meet no later than July 1st of the relevant year to determine the appropriate amount of consideration. The County shall provide to the Client a line-item presentation of the operating budget proposed by the County for the new period. A comparison of the actual revenues and expenses to the amounts budgeted and paid in the prior period will be included in determining the amount of consideration for the new period.

## **VI. REPORTS**

- A. County shall submit a comprehensive annual report of all Animal Control Services to Client within thirty (30) days of the close of Client's fiscal year, currently being September 30th. County shall provide to Client, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. County shall also render to Client at reasonable intervals, such reports and accounting as Client from time to time may require; provided however, if such request becomes burdensome, County may invoice for the cost-of preparation of such reports.
- B. County agrees to retain any records it makes in compliance with this Agreement for a period of three (3) years after the ultimate termination of the Contract, or the amount of time required under the State Records Retention Act, depending on the individual record.

## **VII. DEFAULT**

In the event Client fails to: (i) pay all costs set forth in Article V above, or (ii) perform its obligations as set forth herein, the County shall give Client written notice of default with an opportunity to cure such default within thirty (30) days. If Client fails to cure such default during the 30-day cure period, the Agreement shall terminate, and Client shall assume responsibility for its own animal control operation.

## **VIII. TERMINATION AND RENEWAL**

- A. This Agreement shall be effective from October 1, 2025, through September 30, 2026. This Agreement may be renewed annually thereafter for additional one (1) year terms to run from October 1st to September 30th. The Agreement will be renewed only upon full review of the Services provided herein and upon written approval by both parties.
- B. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. All costs and liabilities incurred by the County on behalf of the Client prior to the termination shall be the responsibility of the Client.

## **IX. INDEMNITY**

**Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its**

**officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.**

#### **X. INDEPENDENT CONTRACTOR**

- A. The County shall be responsible for the Animal Control Services contemplated under this Agreement. The County shall supply materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal Control Services. The County shall have ultimate control over the execution of the work under this Agreement. The County shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.
- B. The County shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.
- C. The County shall have full authority for the final disposition of any animal submitted by Client.

#### **XI. GENERAL PROVISIONS**

- A. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
- B. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- C. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
- D. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be in Atascosa County, Texas.
- E. Any notice required under the provisions of this Agreement shall be in writing and delivered in person or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

**Atascosa County, Texas:**

The Hon. Weldon Cude, County Judge  
#1 Courthouse Circle Drive, Suite 101  
County Courthouse  
Jourdanton, Texas 78026

**JOURDANTON, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With copy to:**

County Attorney  
1405 Campbell Ave Suite 103  
Justice Center Annex  
Jourdanton, Texas 78026

**With copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F. Amendment: This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- G. Binding Agreement: This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- H. Joint Venture and Agency: The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.
- I. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the Client and of County.
- J. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- K. Entire Agreement: This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

EXECUTED TO BE EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**EXHIBIT A**

**Atascosa County**

**Animal Control Authority**

**PROPOSED AMENDED 2025/2026 Interlocal Fee Schedule**

**All Cities and McMullen County**

**PoteetCharlotteChristine** Animal Admission Fee:

Dog: \$ 80.00

Cat: \$ 60.00

Quarantine Fee: 10 days hold for rabies (includes Animal Admission Fee)

Dog: \$225.00

Cat: \$125.00

Euthanasia Fee:

Dog: \$ 85.00

Cat: \$45.00

Animal Disposal Fee (for DOA animals only):

Dog: \$ 30.00

Cat: \$30.00

Specimen Submission(Includes Euthanasia, Submission Prep, Transport, and State Testing fees):

Dog or Cat \$150.00

Early/Late Arrival fees (before 9:00am or after 4:00pm)

\$25.00 per animal

Owner surrender fee: Animals surrendered to a contract city by their owner and brought to the ACAC will be charged the ACAC owner surrender fee. Contract Cities

must also have all owner surrenders sign a release form stating they understand their pet may be transferred to ACAC and may be euthanized for any reason, including space and ACAC must receive a copy of that release form when the animal is received by ACAC.

Dog or Cat \$150.00

In the event the ACAC locates an owner of a dog or cat (pet) that has been transferred by a City to the ACAC and the owner refuses to reclaim the pet or come in and pay the owner surrender fee, the owner surrender fee will be added to the City's bill in the which the owner resides.

Dog or Cat \$150.00 per animal ATASCOSA COUNTY  
OF JOURDANTON

CITY

\_\_\_\_\_  
Weldon P. Cude  
Atascosa County Judge  
Date: \_\_\_\_\_

Attest:

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

\_\_\_\_\_, Name  
Mayor, City of JOURDANTON  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_, Name  
City Secretary

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 19.**

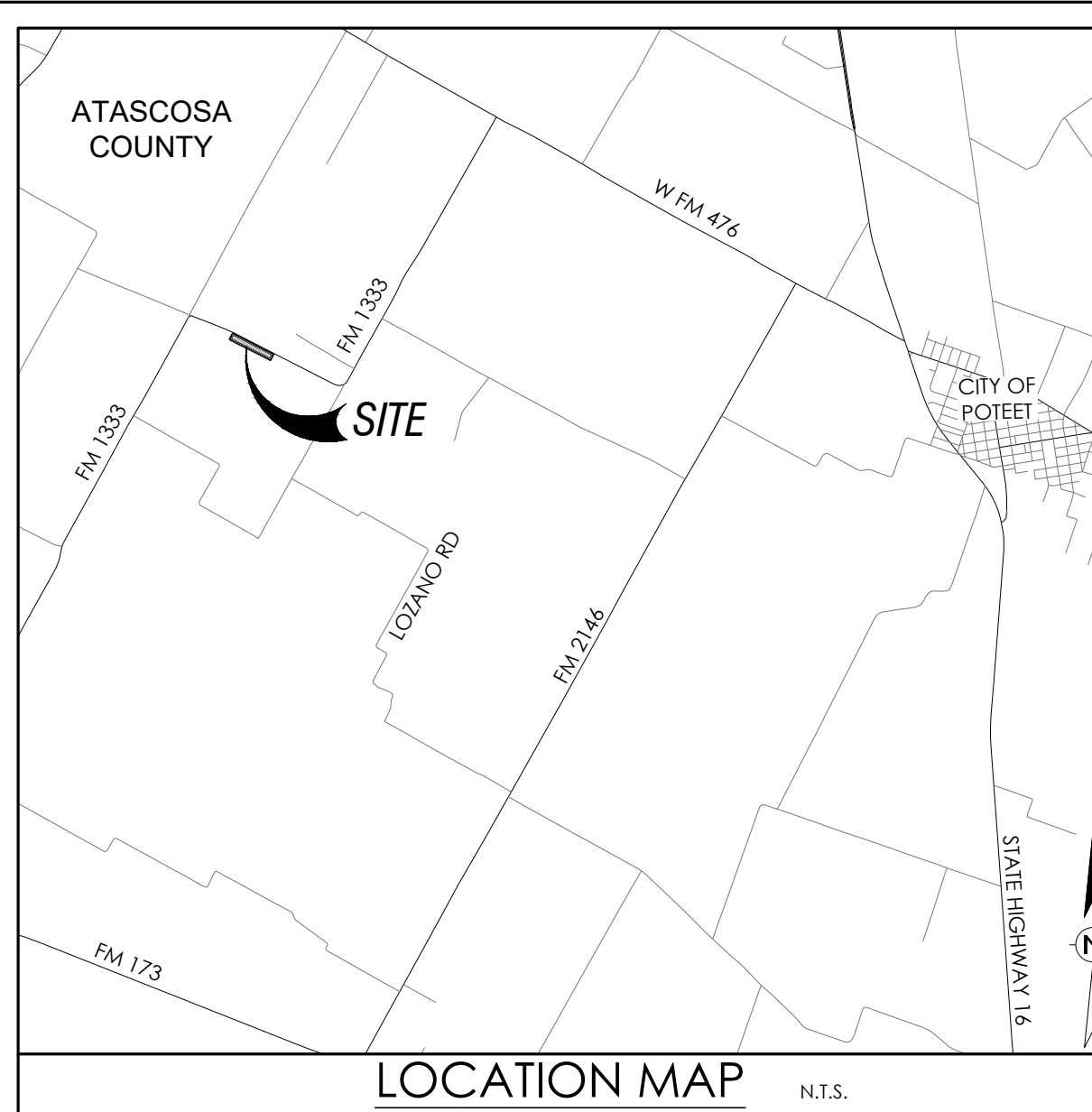
**Meeting Date:** 09/22/2025  
**Item Title:** Subdivision - Kesterson Addition  
**Submitted For:** Britni Van Curan, Rural Development Director

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

**Britni Van Curan:** Discuss and/or take appropriate action concerning approval/denial of the Final Rural Plat for the Kesterson Addition Subdivision on FM 1333 in Precinct 3.  
**Development:**

**ATTACHMENTS**

Plat - Kesterson Addition



### LEGEND

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

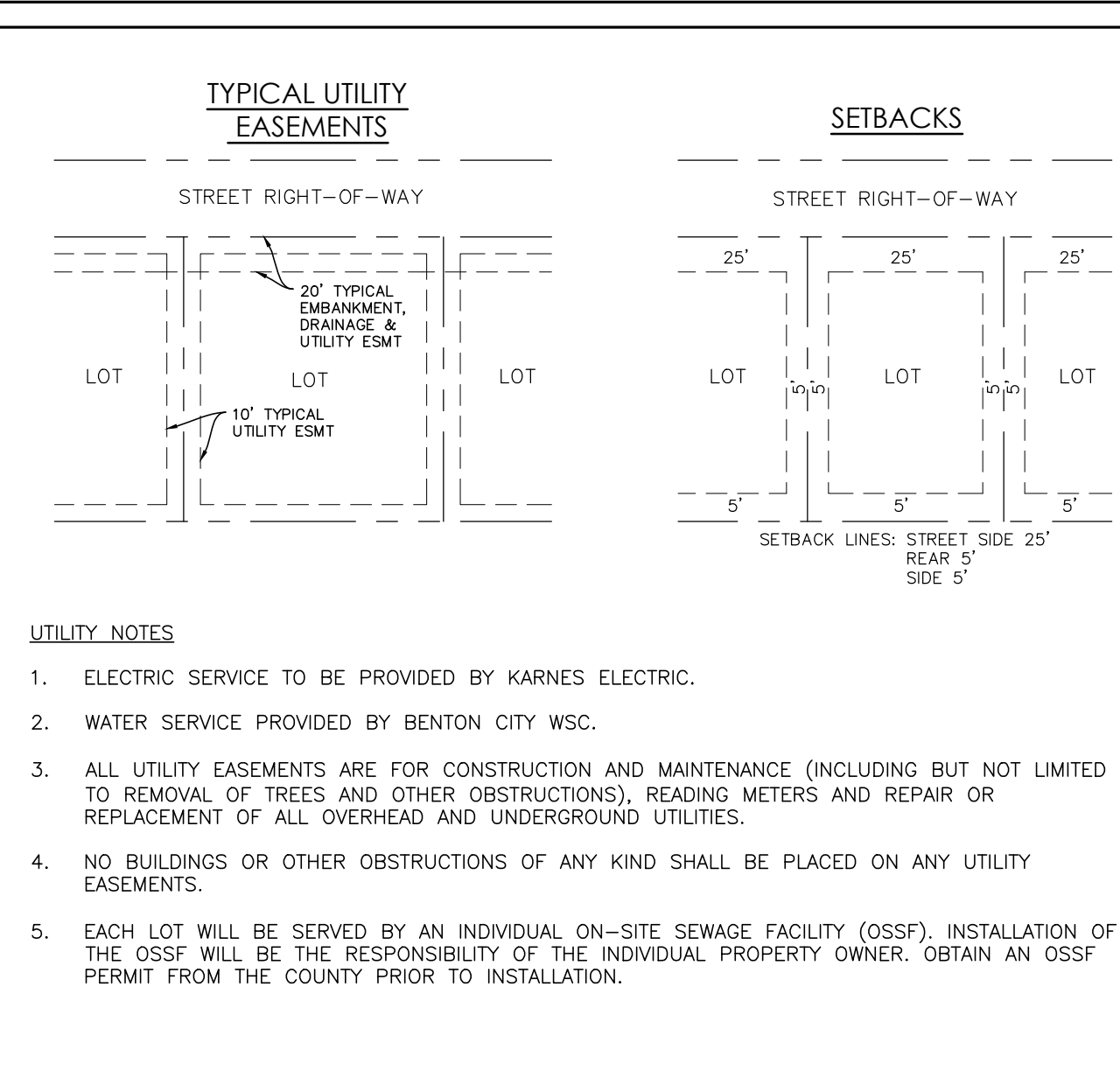
● = FOUND IRON ROD  
⊙ = SET 1/2" IRON ROD CAPPED "WALS"

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

450

**SURVEYORS NOTES:**

- 1/2 INCH IRON RODS CAPPED WALS WERE SET AT ALL INDICATED PROPERTY CORNERS.
- BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, (N.A.D. 83) (C.O.R.S.).
- COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, (N.A.D. 83) (C.O.R.S.).
- DISTANCES SHOWN ARE GRID.



### TXDOT NOTES

1. FOR RESIDENTIAL SUBDIVISION 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.
2. 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.
3. ACCESS POINT AS SHOWN ON THE PLAT ADJACENT TO FM-1333 IS THE ONLY APPROVED LOCATION FOR A COMMERCIAL DRIVEWAY.
4. DEVELOPER IS RESPONSIBLE FOR COORDINATING ALL UTILITY INSTALLATIONS TO ENSURE THAT POLES, METERS, ETC. ARE NOT INSTALLED IN THE APPROVED DRIVEWAY LOCATIONS. ANY UTILITY MOVEMENT IN CONFLICT WITH APPROVED DRIVEWAY LOCATIONS WILL BE AT THE COST OF THE DEVELOPER.
5. DEVELOPER IS RESPONSIBLE FOR CONSTRUCTION OF SHARED ACCESS DRIVEWAYS BEFORE LOTS ARE SOLD AND MUST DISCLOSE TO ANY PROSPECTIVE BUYER THAT SHARED ACCESS IS THE ONLY MEANS OF ACCESSING THE PROPERTY.

## SUBDIVISION PLAT ESTABLISHING KESTERSON ADDITION

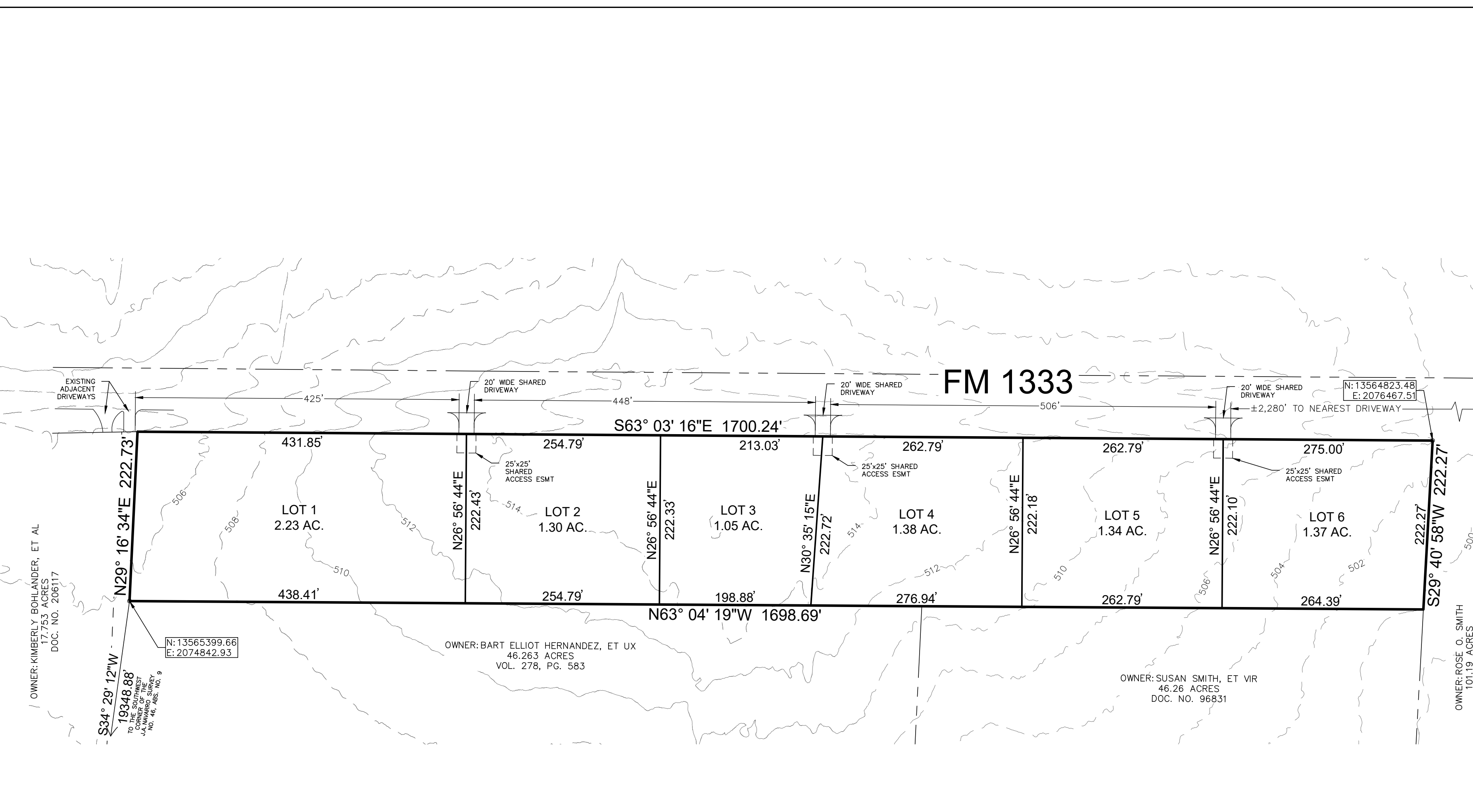
BEING A TOTAL OF 8.67 ACRES, MORE OR LESS, LYING IN THE J.A. NAVARRO SURVEY NO. 46, ABSTRACT NO. 9, ATASCOSA COUNTY, TEXAS, BEING THE SAME TRACT OF LAND CALLED 8.66 ACRES DESCRIBED IN DEED 247718, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS.

SCALE: 1" = 100'

DATE OF PREPARATION: JUNE 2025

### ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:

1. THE SUBDIVISION IS LOCATED IN THE POTEET ISD.
2. 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.
3. THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
4. 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.
5. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
6. 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.
7. THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
8. NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
9. WATER SERVICE PROVIDED BY BENTON CITY WSC.
10. THIS WILL BE SERVED BY BENTON CITY WATER SUPPLY CORPORATION, 980 FM 3175, LYTLE, TX 78052. INFORMATION ON THE BENTON CITY WSC IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS AND BE STATED IN THE DEED RESTRICTIONS.
11. ELECTRIC SERVICE PROVIDED BY KARNES ELECTRIC.
12. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TXDOT FOR DRIVEWAYS ENTERING ONTO STATES ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TXDOT STANDARDS, AS APPLICABLE.
13. THE LIMITS OF THIS PLAT DO NOT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON FIRM MAP NUMBER 49013001750C EFFECTIVE NOVEMBER 4, 2010.
14. NO LOTS IN THIS PLAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
15. ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
16. ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF.
17. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATED DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
18. PUBLIC SEWER IS NOT AVAILABLE, THUS SEPTIC IS REQUIRED AND DESIGNED BY REGISTERED SANITARIAN.
19. THIS PLAT IS LOCATED WITHIN THE ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 2.



### CULVERT TABLE

LOT #	MINIMUM CULVERT
LOTS 1-6	18" OR LOW WATER X-ING
NOTE: LOW WATER XING MAY NOT IMPROVE FLOW	

### LOT SUMMARY TABLE

LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	6			X
2.5-10 AC				
> 10 AC				
TOTAL	6			

PROPERTY INFORMATION  
PROPERTY ID: 10543  
LEGAL ACRES: 8.68 AC  
LEGAL DESC: ABS A00009 J NAVARRO SV-46

STATE OF TEXAS  
COUNTY OF ATASCOSA

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

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

STATE OF TEXAS  
COUNTY OF BEXAR

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

**PRELIMINARY**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
MARK J. EWALD, R.P.L.S. NO. 5095  
WESTAR ALAMO LAND SURVEYORS, LLC  
PO BOX 1645  
BOERNE, TX 78006  
FIRM NO. 10111700  
210-372-9500

# RL BACA ENGINEERING

TBPELS FIRM NO. F-23628 | P.O. BOX 587 | PLEASANTON, TEXAS 78064  
830.570.2628 | RAY@RLBACA.COM

RL BACA PROJECT NO.: 24-168

STATE OF TEXAS  
COUNTY OF ATASCOSA

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

OWNER:  
KESTERSON CONSULTING LLC  
6416 OLD GATE  
PLANO, TX 75024  
210-551-2244

OWNER: TOM B. KESTERSON

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
NOTARY PUBLIC

### CERTIFICATE OF COUNTY ATTORNEY

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

COUNTY ATTORNEY - MOLLY GROESBECK SOLIS

### CERTIFICATE OF THE PRECINCT COMMISSIONER

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

PRECINCT 3 COMMISSIONER - GEORGE "BUTCH" PAWELEK

### COMMISSIONERS COURT APPROVAL

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

ATASCOSA COUNTY JUDGE - WELDON P. CUDE

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

PRECINCT 2 COMMISSIONER - MARK BOWEN

PRECINCT 3 COMMISSIONER - GEORGE "BUTCH" PAWELEK

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 20.**

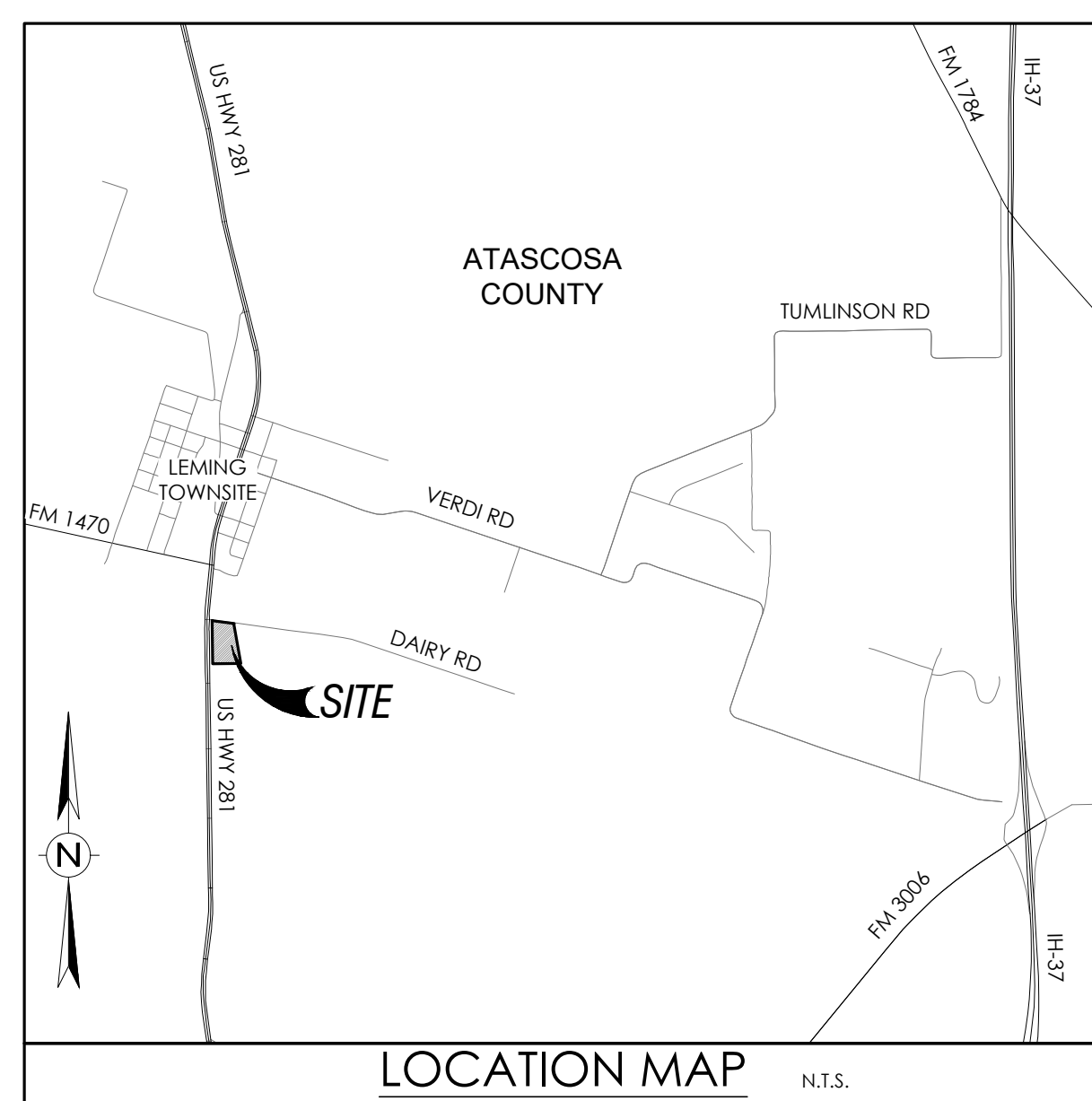
**Meeting Date:** 09/22/2025  
**Item Title:** Subdivision - Brasshollow Addition  
**Submitted For:** Britni Van Curan, Rural Development Director

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

**Britni Van Curan:** Discuss and/or take appropriate action concerning approval/denial of the Final  
**Rural** Plat for the Brasshollow Addition Subdivision on Dairy Rd. and N. US Highway  
**Development:** 281 in Precinct 1.

**ATTACHMENTS**

Plat - Brasshollow



### LEGEND

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

● = FOUND IRON ROD, UNLESS OTHERWISE NOTED  
 ○ = SET 5/8" IRON ROD "HOWARD 5949"

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

### UTILITY NOTES

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

### TYPICAL UTILITY EASEMENTS

### SETBACKS

### SURVEYOR NOTES

- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLAN COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83.
- 5/8" IRON RODS WITH PLASTIC CAP STAMPED "HOWARD 5949" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- DISTANCES SHOWN HEREON ARE GRID.

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	5579.87'	001°19'36"	N00°06'11"E	129.20'
C2	5579.87'	000°12'51"	N00°40'02"W	20.85'

LINE NUMBER	LENGTH	BEARING
L1	462.67'	N82° 12' 51"W
L2	21.23'	N07° 47' 09"E

### TXDOT NOTES

- FOR RESIDENTIAL SUBDIVISION 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.
- ACCESS POINT AS SHOWN ON THE PLAT ADJACENT TO US HWY 281 IS THE ONLY APPROVED LOCATION FOR A RESIDENTIAL DRIVEWAY FOR LOT 2. LOT 1 SHALL ACCESS FROM DAIRY RD.
- DEVELOPER IS RESPONSIBLE FOR COORDINATING ALL UTILITY INSTALLATIONS TO ENSURE THAT POLES, METERS, ETC. ARE NOT INSTALLED IN THE APPROVED DRIVEWAY LOCATIONS. ANY UTILITY MOVEMENT IN CONFLICT WITH APPROVED DRIVEWAY LOCATIONS WILL BE AT THE COST OF THE DEVELOPER.
- DEVELOPER IS RESPONSIBLE FOR CONSTRUCTION OF SHARED ACCESS DRIVEWAYS BEFORE LOTS ARE SOLD AND MUST DISCLOSE TO ANY PROSPECTIVE BUYER THAT SHARED ACCESS IS THE ONLY MEANS OF ACCESSING THE PROPERTY.

### FINISHED FLOOR ELEVATION NOTE

FINISHED FLOOR ELEVATIONS SHALL BE 2.0 FT ABOVE THE BASE FLOOD ELEVATION PER THE ATASCOSA COUNTY FLOOD DAMAGE PREVENTION ORDER. THE PROPERTY CONTAINS PORTIONS OF ZONE A FLOODPLAIN WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS BY FEMA. BASE FLOOD ELEVATIONS WERE DETERMINED USING FEMA'S ESTIMATED BASE FLOOD ELEVATION VIEWER AND ARE ON FILE WITH THE PROJECT DRAINAGE REPORT AT THE ATASCOSA COUNTY RURAL DEVELOPMENT OFFICE AND ARE EFFECTIVE AT THIS DATE. NOTE THAT FEMA UPDATES TO MAPPING & RAINFALL INTENSITIES ARE SUBJECT TO CHANGE.

## SUBDIVISION PLAT ESTABLISHING BRASSHOLLOW ADDITION

BEING A TOTAL OF 10.24 ACRES, MORE OR LESS,  
INCLUDING A 0.22 AC RIGHT-OF-WAY DEDICATION, LYING  
IN THE FRANCISCO CASTILLO SURVEY NO. 1076, ABSTRACT,  
NO. 169 AND THE SANTOS MANSOLA SURVEY NO. 1075,  
ABSTRACT NO. 574, ATASCOSA COUNTY, TEXAS, OUT OF A  
116.11 ACRE TRACT DESCRIBED IN DEED 253131, OFFICIAL  
PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS.

SCALE:  
1" = 80'

DATE OF PREPARATION: SEPTEMBER 2025

- ### ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:
- THE SUBDIVISION IS LOCATED IN THE PLEASANTON U.S.D.
  - CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
  - THE MINIMUM DRIVEWAY CURVE SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
  - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
  - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
  - NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
  - THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
  - NO HOMES ARE TO BE BUILT OR BROUGHT ON TO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
  - WATER SERVICE PROVIDED TO BY MCCOY WATER SUPPLY CORPORATION.
  - THIS SUBDIVISION WILL BE SERVED BY MCCOY WATER SUPPLY CORPORATION, 65 PARKFIELD DR, PLEASANTON, TX 78064. INFORMATION ON THE MCCOY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
  - ELECTRIC SERVICE PROVIDED BY AEP.
  - IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TXDOT FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TXDOT STANDARDS, AS APPLICABLE.
  - THE LIMITS OF THIS PLAT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON MAP NUMBER 4801300225C EFFECTIVE NOVEMBER 4, 2010.
  - LOTS 1-2 OF THIS PLAT HAVE PORTIONS THAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
  - ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
  - ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF.
  - TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATED DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
  - PUBLIC SEWER IS NOT AVAILABLE, THUS SEPTIC IS REQUIRED AND SHALL BE DESIGNED BY REGISTERED SANITARIAN OR PROFESSIONAL ENGINEER.
  - THE PROPERTY IS LOCATED WITHIN ATASCOSA COUNTY EMERGENCY SERVICE DISTRICT NO. 2.

LOT #	MINIMUM CULVERT
LOTS 1-2	18" *

\*NOTE: OPR DRIVEWAY MAY BE USED IN LIEU OF CULVERT

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

**PROPERTY INFORMATION**  
 PROPERTY ID: 11723  
 LEGAL ACRES: 5.37 AC  
 LEGAL DESC: ABS A00169 F CASTILLO SV-1076

**PROPERTY INFORMATION**  
 PROPERTY ID: 14462  
 LEGAL ACRES: 4.87 AC  
 LEGAL DESC: ABS A00574 S MANSOLA SV-1075

**PROPERTY INFORMATION**  
 PROPERTY ID: 14463  
 LEGAL ACRES: 110.36 AC  
 LEGAL DESC: ABS A00574 S MANSOLA SV-1075

STATE OF TEXAS  
COUNTY OF ATASCOSA

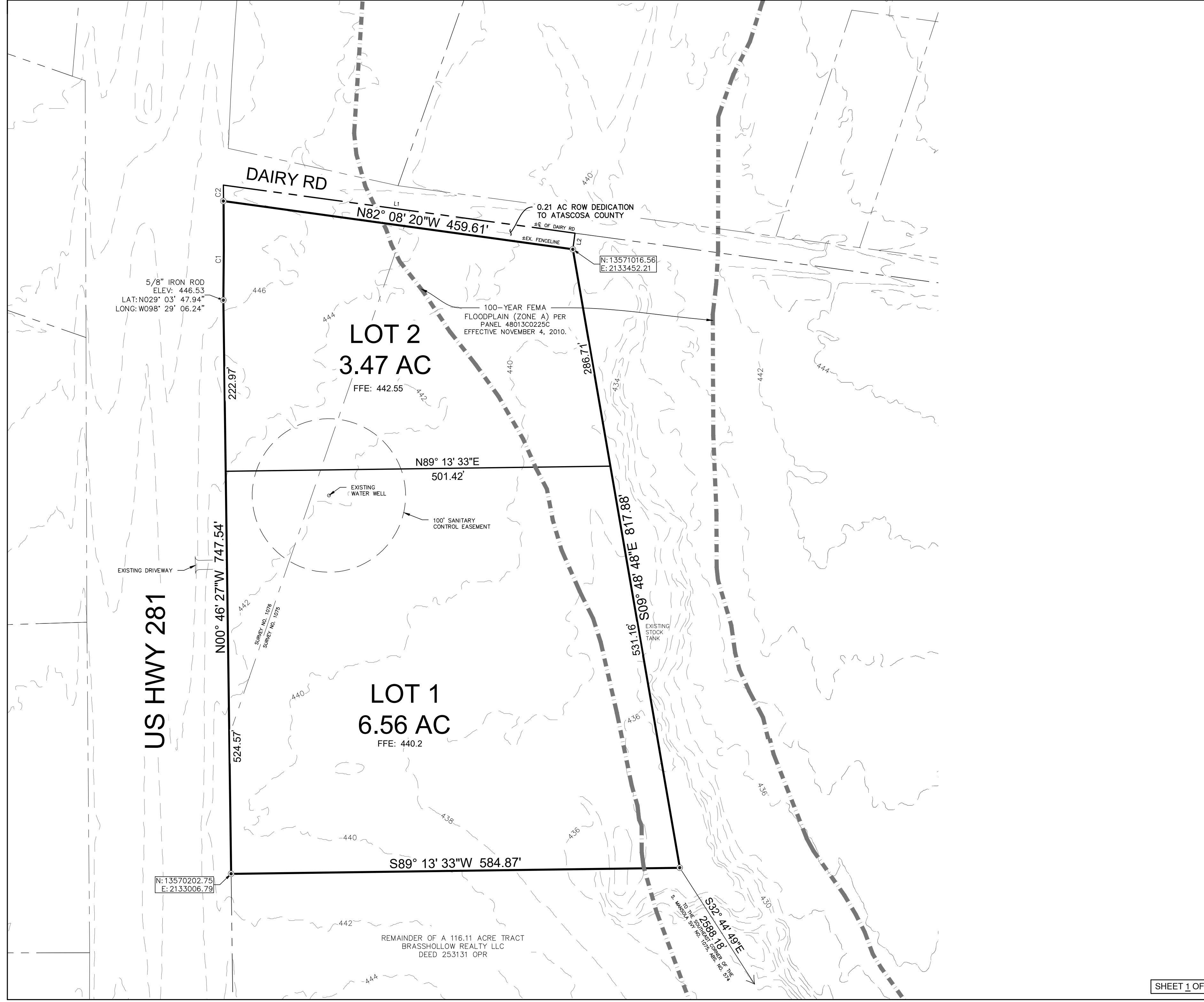
I, RAY L. BACA, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT PREPARED BY ME, DOES TO THE BEST OF MY KNOWLEDGE, ACCURATELY REFLECT THE GENERAL LOCATION (OR ABSENCE) OF ALL STREAMS, RIVERS, PONDS, LAKES OTHER WATER FEATURES OR ANY SENSITIVE FEATURES AND COMPLIES WITH THE SUBDIVISION AND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

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

STATE OF TEXAS  
COUNTY OF WILSON

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

REGISTERED PROFESSIONAL LAND SURVEYOR  
KEITH HOWARD, R.P.L.S. #5949  
HOWARD SURVEYING  
FIRM# 10125700  
402 STATE HWY 173 SOUTH, HONDO, TX 78861  
830-426-4776



## RL BACA ENGINEERING

TBPELS FIRM NO. F-23628 | P.O. BOX 587 | PLEASANTON, TEXAS 78064  
 830.570.2628 | RAY@RLBACA.COM

RL BACA PROJECT NO.: 25-132

STATE OF TEXAS  
COUNTY OF ATASCOSA

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

OWNER:  
BRASSHOLLOW REALTY LLC  
COLE B. MORGAN, MANAGER  
10829 JOLLYVILLE RD  
AUSTIN, TX 78759  
979-966-9023

OWNER: COLE B. MORGAN

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2025

\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFICATE OF COUNTY ATTORNEY**

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

COUNTY ATTORNEY - MOLLY GROESBECK SOLIS

**CERTIFICATE OF THE PRECINCT COMMISSIONER**

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

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

**COMMISSIONERS COURT APPROVAL**

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

ATASCOSA COUNTY JUDGE - WELDON P. CUDE

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

PRECINCT 2 COMMISSIONER - MARK BOWEN

PRECINCT 3 COMMISSIONER - GEORGE "BUTCH" PAWELEK

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 21.**

**Meeting Date:** 09/22/2025  
**Item Title:** Road Bore - McCoy Water Supply - Shale Rd.  
**Submitted For:** Britni Van Curan, Rural Development Director

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

**Britni Van Curan:** Discuss and/or take appropriate action concerning approval/denial of the Road  
**Rural** Bore Permit for McCoy Water Supply on Shale Rd. in Precinct 4.  
**Development:**

**ATTACHMENTS**

Road Bore - Shale Rd.

MCCOY WATER SUPPLY CORP.

65 Parkfield  
Pleasanton, TX 78064

---

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

September 11, 2025

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

RE: Permit for Precinct #4

Dear Atascosa County Commissioner's Court:

The McCoy Water Supply Corporation is requesting a permit for a road bore and line extension located at 422 Shale Rd Pleasanton TX.

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

Sincerely,



Mike Sorola  
Field Manager

CR  
422

Bore Pit  
↙ N28.9319864  
W48.4861194

Gas Line

Shale Rd

15ft

Proposed 8" main  
Pvc

12" Casing

Bore Pit  
↙ N28.9317118  
W48.4860845

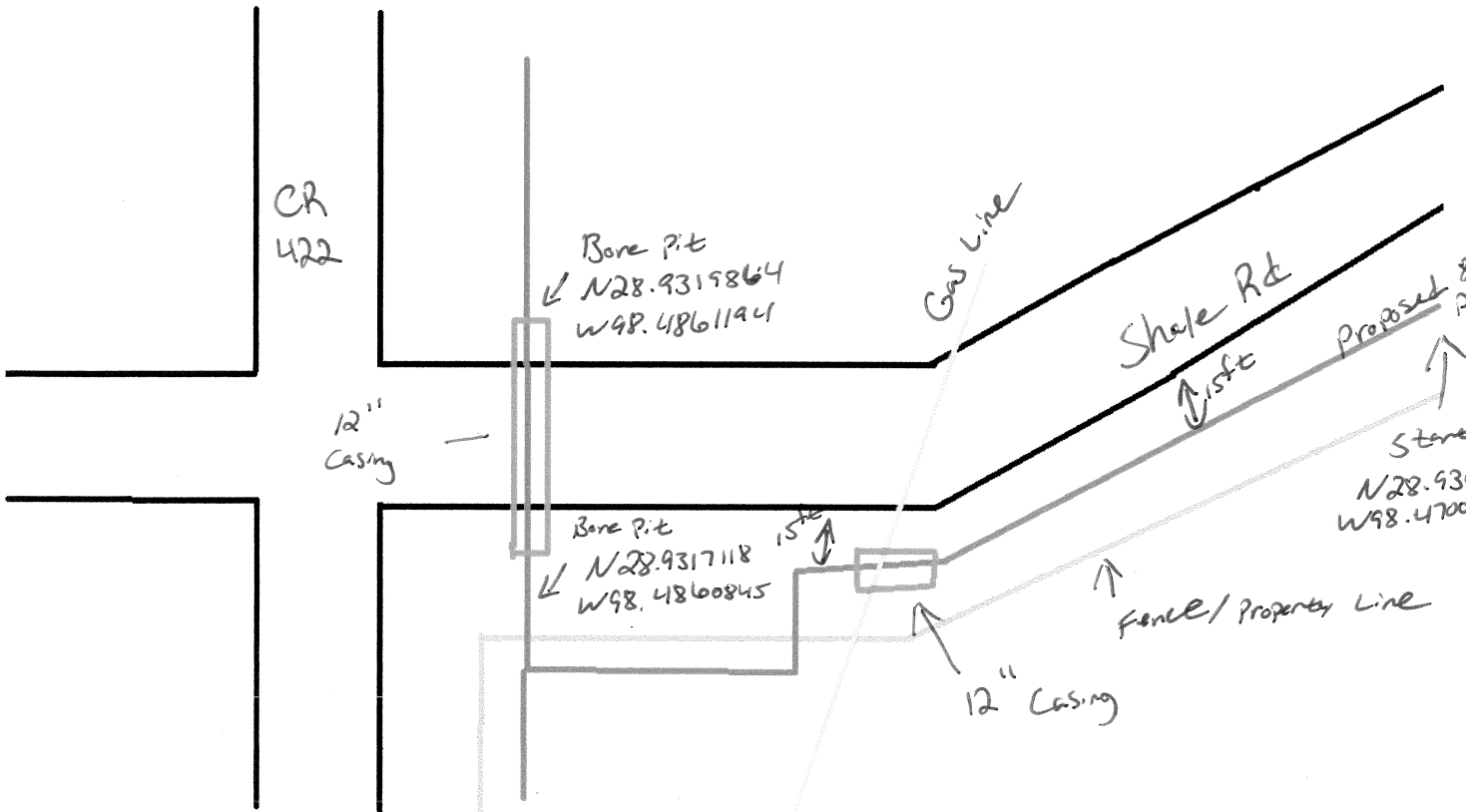
15ft

Stone

N28.9340155  
W48.4700406

Fence/Property Line

12" Casing



## INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

**FEE SCHEDULE:**

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

Shale RD 422 Pleasanton TX 78064  
County Road Commissioner Pct. No. 4

## ATASCOSA COUNTY PIPELINE PERMIT

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

ON THIS THE 11 day of September, 20 25, A.D., the undersigned Melvin W. W. Supton "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

### I.

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

### II.

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

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

### III.

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

### IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

**ROAD USE AGREEMENT BETWEEN  
ATASCOSA COUNTY AND \_\_\_\_\_**

On this the 11 day of September, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and MCCOY Water Supply Corporation herein known as MCCOY Water Supply Corporation, address 105 Paricfield Pleasanton tx, 78064 for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, MCCOY Water Supply Corporation acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, MCCOY Water Supply Corporation agrees to repair damage to the following roads Shale Rd. 422 Pleasanton tx, in Commissioner Precinct No. 4.
4. The County and MCCOY Water Supply Corporation agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, MCCOY Water Supply Corporation, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. MCCOY Water Supply Corporation, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Mike Sordia 9/11/25  
Signature Date

Mike Sordia  
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Atascosa County Commissioner, Precinct No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Commissioner Date

ATTEST:

\_\_\_\_\_  
Theresa Carrasco, County  
By: \_\_\_\_\_ Deputy  
Clerk

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

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

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

Mike Sorda  
Printed Name of Payor's Authorized Agent

Me Sorda  
Signature of Payor or Payor's Authorized Agent

9/11/25  
Date

Approved and Accepted by:  
Commissioners Court

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Mark Gillespie, Commissioner Pct 1

\_\_\_\_\_  
Mark Bowen, Commissioner Pct 2

\_\_\_\_\_  
George Pawelek, Commissioner Pct 3

\_\_\_\_\_  
Kennard Riley, Commissioner Pct 4

ATTEST

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

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

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 11 day of September, 2025 A.D.

After approval the fully executed permit should be returned to:

65 Paricfield Pleasanton Tx, 78064  
\_\_\_\_\_  
\_\_\_\_\_

MCCOY WATER SUPPLY CORPORATION  
Company  
By: [Signature]

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

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

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

Notary Public in and for \_\_\_\_\_  
County, Texas  
Commission expires: \_\_\_\_\_

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

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

By: \_\_\_\_\_ Weldon P. Cude, Atascosa County Judge

This permit Expires on the \_\_\_\_\_ day of \_\_\_\_\_; 20\_\_\_\_



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

KNOW ALL MEN BY THESE PRESENTS:

Comes now MCCAWATER, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

**THEREFORE:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 22.**

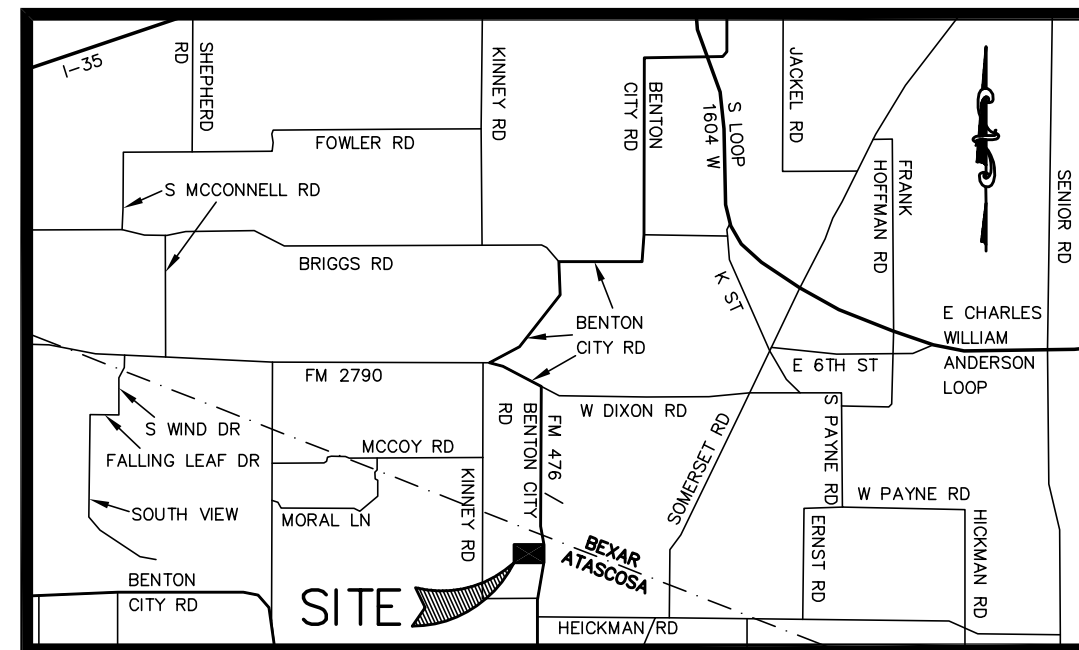
**Meeting Date:** 09/22/2025  
**Item Title:** Subdivision - Replat Sunset Subdivision Lot 4  
**Submitted For:** Britni Van Curan, Rural Development Director

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

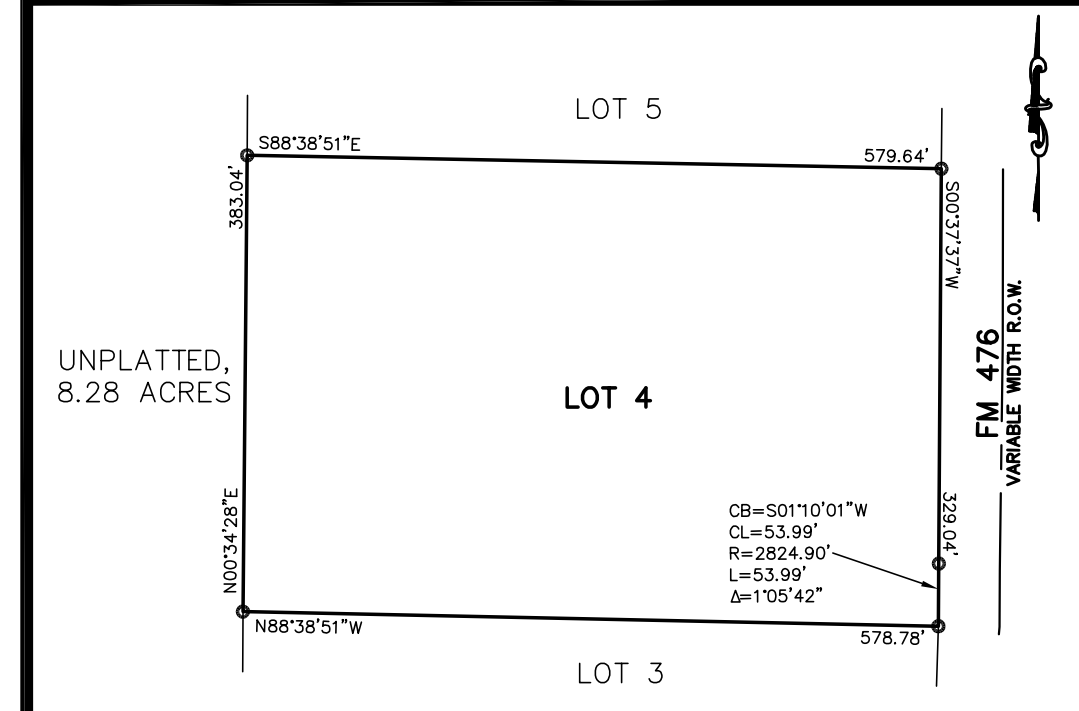
**Britni Van Curan:** Discuss and/or take appropriate action concerning approval/denial of the Final Rural Plat for the Replat of the Sunset Subdivision Lot 4 on W FM 476 in Precinct 2.  
**Development:**  
Open Public Hearing  
Close Public Hearing

**ATTACHMENTS**

information



**LOCATION MAP**  
NOT TO SCALE



**AREA BEING REPLATTED**

PREVIOUSLY PLATTED AS LOT 4, SUNSET SUBDIVISION, CITY OF SOMERSET, ATASCOSA COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN SHEET 235-B (NPC), MAP AND PLAT RECORDS OF ATASCOSA COUNTY, TEXAS.

**LEGEND**

○	SET PROPERTY CORNER MONUMENTATION (SGCE)
○	FOUND PROPERTY CORNER MONUMENTATION
D.P.R.	OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY
D.R.	DEED RECORDS OF ATASCOSA COUNTY
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
INS.	INSTRUMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
E.G.T.C.A.	ELECTRIC, GAS, TELEPHONE, CABLE
---	PROPERTY LINE
---	R.O.W. CENTERLINE
---	EASEMENT LINE
---	EXISTING CONTOURS
---	COUNTY BOUNDARY

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENT, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS AND FURTHER THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

STEPHEN G. COOK DATE:  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5293  
13302 THORNBRIDGE LANE, SAN ANTONIO, TX 78232

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENT, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS.

STEPHEN G. COOK DATE:  
LICENSED PROFESSIONAL ENGINEER NO. 83139  
13302 THORNBRIDGE LANE, SAN ANTONIO, TX 78232

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENT, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, 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.

STEPHEN G. COOK DATE:  
LICENSED PROFESSIONAL ENGINEER NO. 83139  
13302 THORNBRIDGE LANE, SAN ANTONIO, TX 78232

DATE	REVISION
09/03/25	WATER EASEMENT ADDED PER BENTON CITY WATER

**CPS NOTES:**  
1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT OR RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDING, STRUCTURE, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.

2. ANY CPS ENERGY MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.

3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.

**NOTES:**  
1.) THIS SUBDIVISION WILL BE SERVED BY BENTON CITY WATER SUPPLY CORPORATION, 21180 NAEGELIN RD, LYTLE, TX 78052. INFORMATION ON THE BENTON CITY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.

2.) 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 GROUND WATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

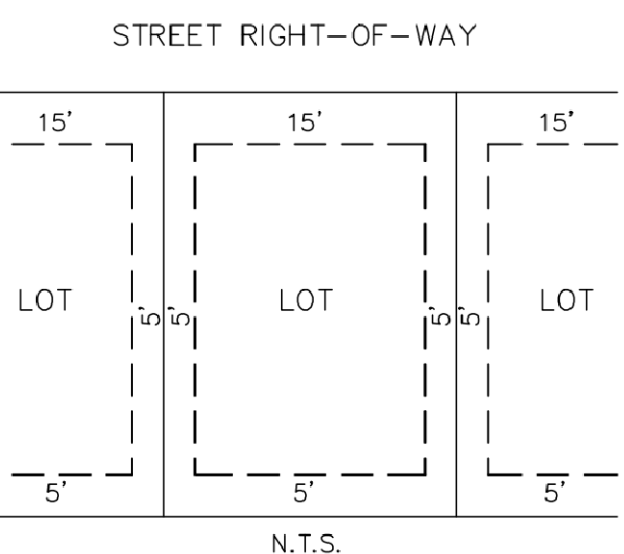
3.) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.

4.) ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES, TOGETHER WITH ALL PLANNING AND EVALUATION MATERIALS REQUIRED TO DETERMINE LOT SIZING UNDER THE ATASCOSA COUNTY ON-SITE SEWAGE RULES AND ANY REQUEST FOR A VARIANCE UNDER THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.

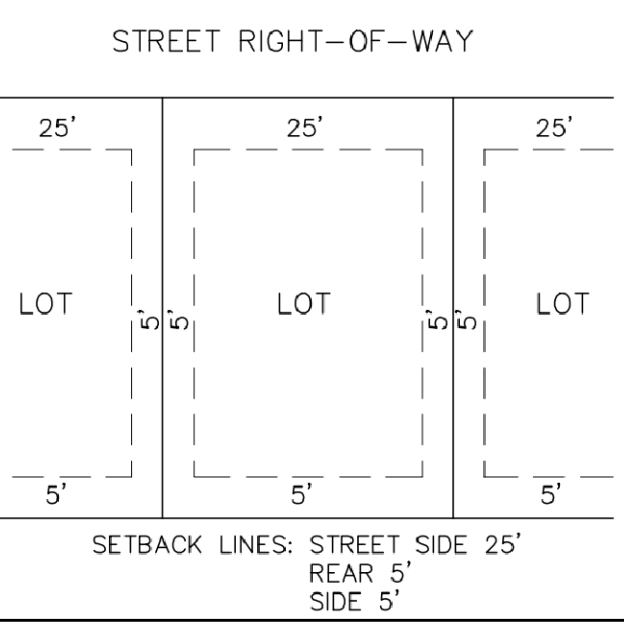
5.) NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND APPLICATION FOR SEPTIC PERMIT IS SUBMITTED.

6.) NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP PANEL: 48013C0075C, EFFECTIVE 11/04/10. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.

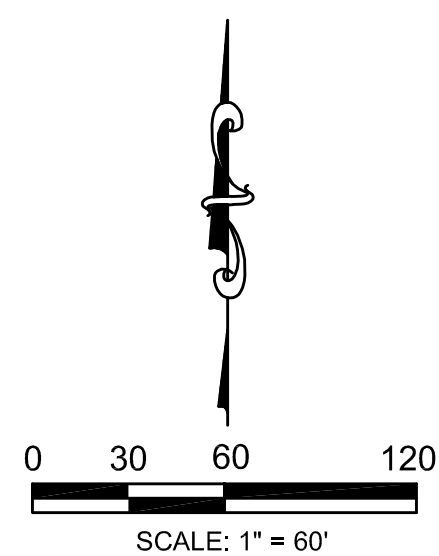
**TYPICAL LOT WITH MINIMUM UTILITY EASEMENTS**



**TYPICAL LOT WITH SETBACK LINES**



UNPLATTED, 8.28 ACRES  
VASQUEZ MARGARITO C &  
LILAANGELITA S  
(INS. #120521, O.P.R.)



**PROPERTY INFORMATION**  
PROPERTY ID: 62558  
LEGAL ACRES: 5.0900  
LEGAL DESC.: SUNSET S/D, LOT 4, ACRES 5.09  
SITUS: 14395 W FM 476  
SHEET 1 OF 1

**NOTES:**  
7.) 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.

8.) 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.

9.) ELEVATION DATUM TO TEXAS SOUTH CENTRAL ZONE 4204 NAVD88 (GEOID12). ELEVATIONS WERE ESTABLISHED BASED ON RECORDED NATIONAL GEODETIC SURVEY BENCHMARK AY1929. THE RECORDED ELEVATION ON THE ESTABLISHED BENCHMARK IS 579.967 FEET.

10.) "X, Y" COORDINATES SHOWN ARE STATE COORDINATE PLANE AS DETERMINED BY GPS.

11.) BEARINGS ESTABLISHED BASED ON NAD83 GPS OBSERVATIONS FOUND IN THE TEXAS SOUTH CENTRAL STATE PLANE COORDINATE SYSTEM.

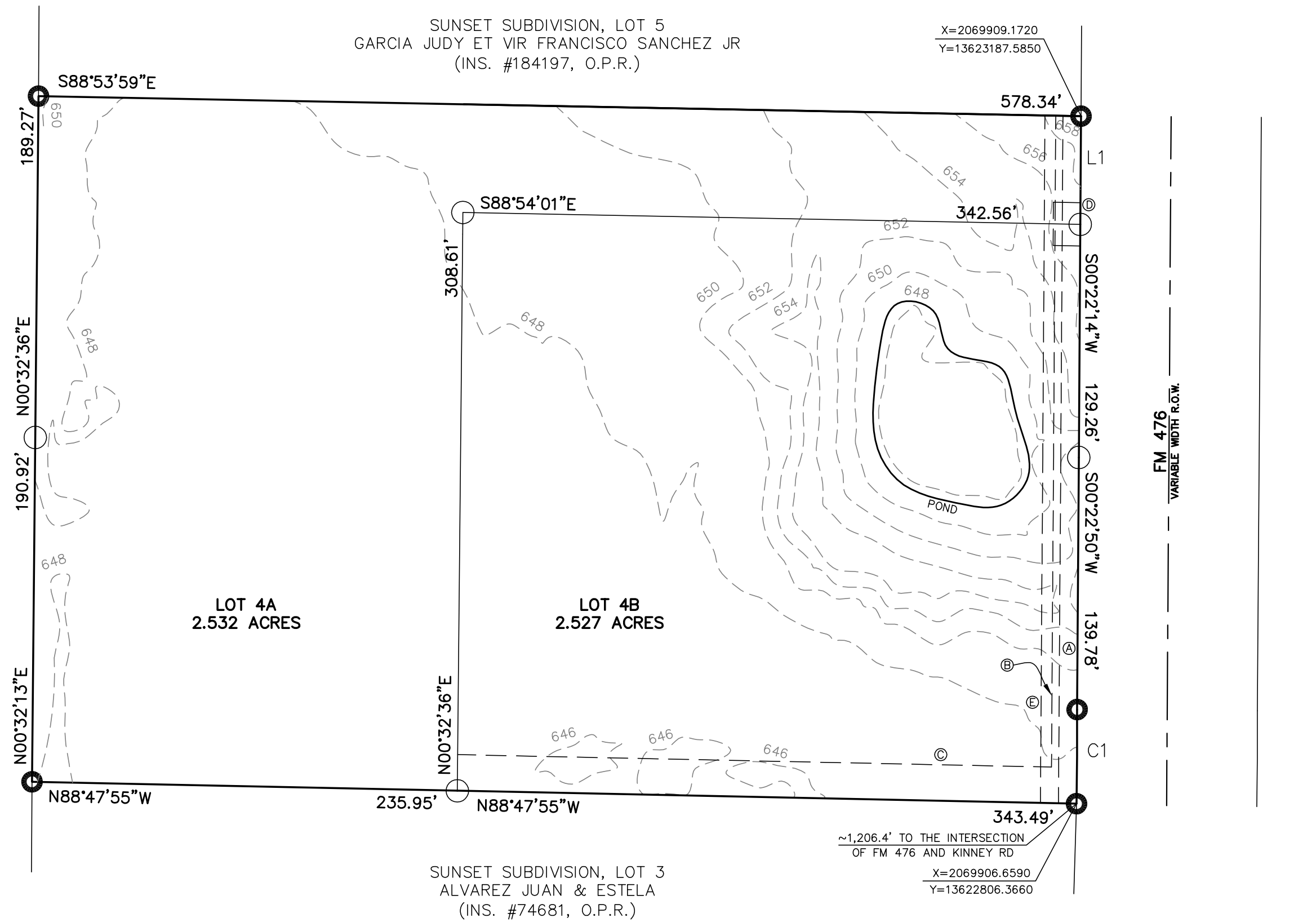
12.) THIS SUBDIVISION IS ENTIRELY WITHIN THE SOMERSET INDEPENDENT SCHOOL DISTRICT.

13.) 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. THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.

14.) 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 TXDOT FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TXDOT STANDARDS, AS APPLICABLE.

15.) THE LOTS IN THIS SUBDIVISION ARE NOT SUBJECT TO AN ASSESSMENT (FEE PAYABLE BY THE LOT OWNER) BY A PROPERTY OWNERS ASSOCIATION. THERE IS NO PROPERTY OWNERS ASSOCIATION, WHICH MAY USE ASSESSMENTS TO ENFORCE THE RESTRICTIVE COVENANTS COVERING THIS SUBDIVISION. NO STATE OR LOCAL GOVERNMENT ENFORCES THE RESTRICTIVE COVENANTS COVERING THIS SUBDIVISION. THE DUTY TO ENFORCE THE RESTRICTIVE COVENANTS IS THE RESPONSIBILITY OF EACH LOT OWNER.

16.) THIS SUBDIVISION IS ELIGIBLE FOR A MAXIMUM TOTAL OF ONE (1) EXISTING ACCESS POINT ALONG FM 476, BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 381.23 FEET. ANY GATES OR ACCESS HARDWARE SHALL BE INSTALLED WITHIN THE 15' X 24' ACCESS EASEMENT SHOWN HEREON. NO FENCING OR GATES SHALL ENCROACH INTO THE TXDOT RIGHT-OF-WAY.

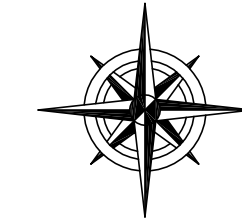


KEY	EASEMENT	LINE TABLE				LOT SUMMARY TABLE			
		LINE	LENGTH	BEARING	LOT SIZE	# OF LOTS	WELL	SEWER	O.S.S.F.
A	10' R.O.W. EASEMENT (VOL. 851, PG. 151, D.R.)				<2.5AC	0	0	0	0
B	14' E.G.T.C.A EASEMENT (PER THIS PLAT)	L1	60.00'	S00°22'14"W	2.5-10AC	2	0	0	2
C	20' E.G.T.C.A EASEMENT (PER THIS PLAT)				>10AC	0	0	0	0
D	15'X24' ACCESS EASEMENT (PER THIS PLAT)	CURVE TABLE			TOTAL	2	0	0	2
E	20' WATER EASEMENT (PER THIS PLAT)	CURVE	LENGTH	RADIUS	CHORD BEARING				
		C1	52.19	2824.90	N00°23'46"E				

RECORDED IN VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

**REPLAT OF SUNSET SUBDIVISION, LOT 4**

BEING A 5.06 ACRE TRACT OF LAND, ESTABLISHING LOTS 4A AND 4B, BEING ALL OF LOT 4 OF THE SUNSET SUBDIVISION, DESCRIBED IN INSTRUMENT 251843, OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS, AS LOT FOUR (4), SUNSET SUBDIVISION, AND RECORDED IN SHEET 235-B (NPC), MAP AND PLAT RECORDS OF ATASCOSA COUNTY, TEXAS.



STEPHEN G. COOK ENGINEERING, INC.  
REGISTERED LAND SURVEYORS  
TBPE FIRM # F-184 / TBPLS # 10005400  
13302 THORNBRIDGE LANE  
SAN ANTONIO, TEXAS 78232  
PHONE: (210) 481-2533  
EMAIL: COOKENG@SGCE.NET

SGCE

STATE OF TEXAS  
COUNTY OF ATASCOSA

THE OWNER OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, 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/DEVELOPER: PATRICK MAHAFFEY, MANAGER  
P&B MANAGEMENT, LLC, OWNER  
626 PILGRIM DRIVE  
SAN ANTONIO, TEXAS 78213

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED

PATRICK MAHAFFEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME HAS BEEN EXECUTED FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, GIVEN UNDER MY HAND AND SEAL

OF OFFICE THIS \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC, IN AND FOR STATE OF TEXAS \_\_\_\_\_

**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 1 \_\_\_\_\_

**CERTIFICATE OF FINAL APPROVAL**

APPROVED BY THE COMMISSIONERS COURT OF THE COUNTY OF ATASCOSA, TEXAS THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_.

ATASCOSA COUNTY JUDGE \_\_\_\_\_

COMMISSIONER PRECINCT 1 \_\_\_\_\_ COMMISSIONER PRECINCT 3 \_\_\_\_\_

COMMISSIONER PRECINCT 2 \_\_\_\_\_ 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 23.**

**Meeting Date:** 09/22/2025  
**Item Title:** Exception - Ruple/Anderson County Road 331  
**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 Resource Diversification Group, Series LLC and  
**Development:** Bradleigh Properties, LLC on County Road 331 and E. County Road 331 in  
Precinct 3.

**ATTACHMENTS**

Ruple/Anderson Division Packet  
Ruple/Anderson - Certificate



## Registration for Division of Land in Atascosa County

We, Resource Diversification Group, Series LLC and Bradleigh Properties, LLC, are the owners of the surface estate of the lands described in the EXHIBIT "A" attached hereto and incorporated herein by reference for all purposes (legal description). We have had the contemplated division of land depicted in the map attached hereto reviewed by the Atascosa County Rural Development Office and such office has determined that such division of land would be excepted from the platting requirements of Atascosa County, Texas. We acknowledge that the lands, regardless of the contemplated division, remain subject to all on-site wastewater permit requirements and other permit requirements of Atascosa County that may be applicable and any higher-density division of the land will need to be submitted to the Atascosa County Attorney's office for review. We acknowledge that we may apply for a Certificate of Plat Exception through the Atascosa County Commissioners Court to ratify the Rural Development Office's conclusion that the proposed division of land would be excepted from platting requirements.

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

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



Date: 9-7-2022

Signature: [Handwritten Signature]

Printed Name: Garrett Ruple-Managing Member  
Resource Diversification Group Series, LLC

ACKNOWLEDGMENT

STATE OF TEXAS

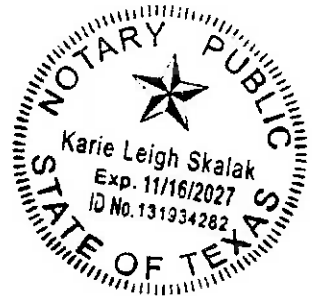
COUNTY OF Tarrant

BEFORE ME, the undersigned Notary Public, on this day personally appeared Garrett Ruple, 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 September 7, 2022.

[Handwritten Signature]

Notary Public, in and for  
State of Texas





Date: SEP 04 2025

Signature:

*Dane Anderson*

Printed Name:

Dane Anderson-Managing Member

Bradleigh Properties, LLC

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Atascosa

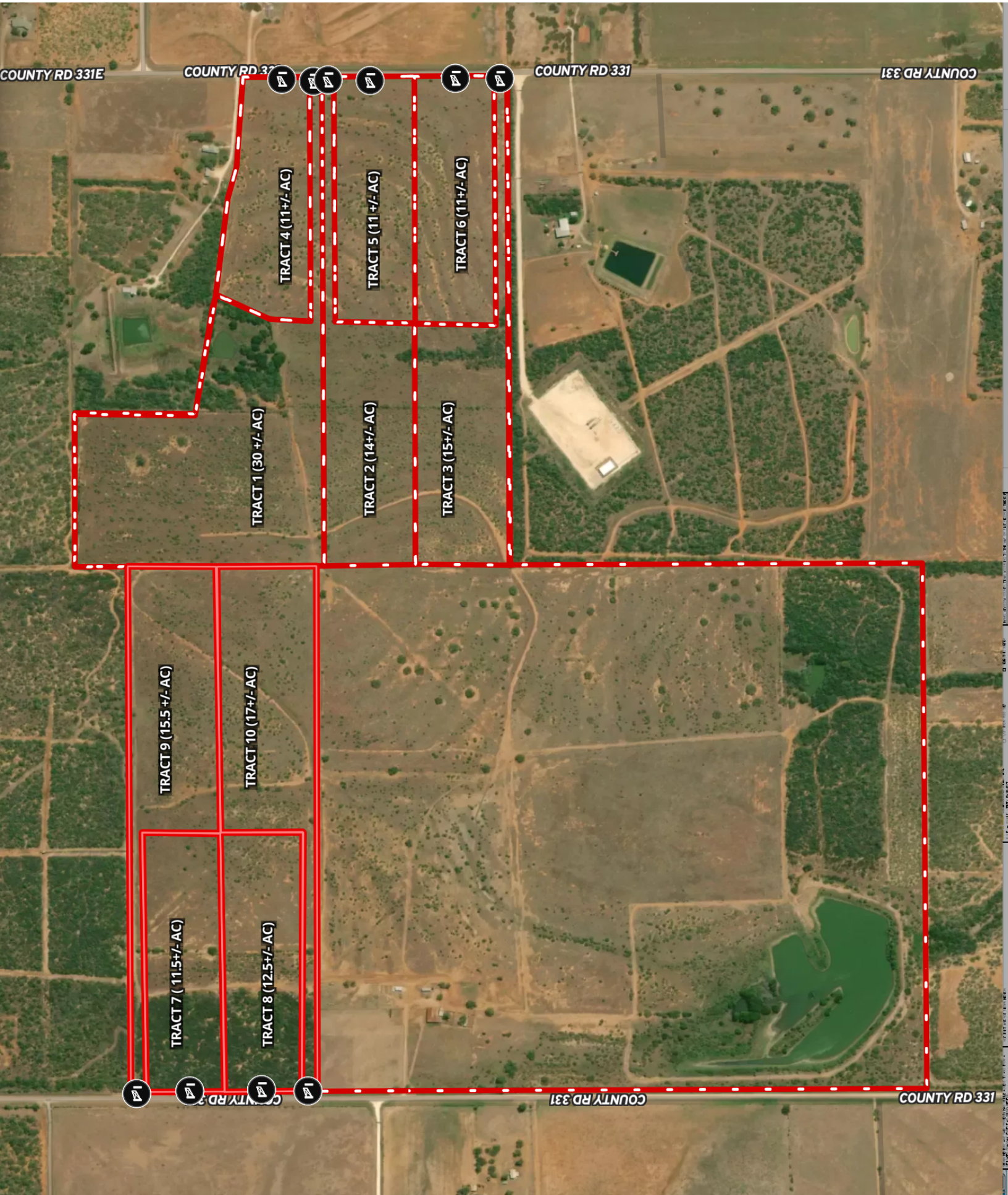
BEFORE ME, the undersigned Notary Public, on this day personally appeared Dane Anderson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this September 4<sup>th</sup>, 2025.

*Mirna Sandoval*

Notary Public, in and for  
State of Texas





1  
1  
1  
1

TRACT 9 (15.5 +/- AC)

TRACT 10 (17 +/- AC)

TRACT 7 (11.5 +/- AC)

TRACT 8 (12.5 +/- AC)

TRACT 1 (30 +/- AC)

TRACT 2 (14 +/- AC)

TRACT 3 (15 +/- AC)

TRACT 4 (11 +/- AC)

TRACT 5 (11 +/- AC)

TRACT 6 (11 +/- AC)

COUNTY RD 331E

COUNTY RD 331

COUNTY RD 331

COUNTY RD 331

COUNTY RD 331

COUNTY RD 331

**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.**

**WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** August 13, 2025

**Grantor:** HOWARD G. STEVENSON, TRUSTEE OF THE MAUREEN PFEIFFER STEVENSON FAMILY TRUST

**Grantor's Mailing Address:** 8907 Fair Oaks Parkway, Fair Oaks, Bexar County, Texas 78015

**Grantees:** RESOURCE DIVERSIFICATION GROUP, SERIES, LLC, a Texas limited liability company; and BRADLEIGH PROPERTIES, LLC, a Texas Limited Liability Company

Each Grantee is to receive an undivided one-half (1/2) interest in the Property herein conveyed

**Grantees' Mailing Address:** Resource Diversification Group, Series, LLC  
145 Landa Street  
New Braunfels, Texas 78130

Bradleigh Properties, LLC  
240 Liberty Lane  
Pleasanton, Texas 78064

**Consideration:** Cash and a note of even date executed by Grantee and payable to the order of PINNACLE BANK ("Lender") in the principal amount of ONE MILLION FOUR HUNDRED FOURTEEN THOUSAND AND NO/100 DOLLARS (\$1,414,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantees to TODD E. HUCKABEE, trustee. The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

**Property (including any improvements):** Being the **SURFACE ESTATE ONLY** in and to 328.67 acres of land being out of Tract(s) 79, 80 and 81, Natascosa Colony Farms, Atascosa County, Texas, according to the map or plat recorded thereof in New Plat Cabinet Sheet 7-A of the Plat Records of Atascosa County, Texas, and also being a portion of a 20' Subdivision Road and out of Tract(s) 7, 8 and 9, Chupicks La Parita Colony Farms, Atascosa County, Texas, according to the map or plat recorded thereof in New Plat Cabinet Sheet 19-A of said Plat Records and also being that certain 328.76 acre tract described in Document No. 181293 of the Official Public Records of Atascosa County, Texas; Said 328.67 acre tract being more particularly described by metes and bounds in the Exhibit "A" attached hereto and incorporated herein by reference.

**Reservations from Conveyance:** Grantor **EXCEPTS** from the conveyance of the Property and **RESERVES** unto Grantor and Grantor's successors and assigns forever all of Grantor's rights, title and interest, if any, in and to all of the oil, gas and other minerals in and under and that may be produced from the Property, including without limitation the right of the mineral fee owner to use the surface estate to explore, drill, operate, develop and produce oil, gas and other minerals, and for the storing, handling, transporting and marketing the same therefrom.

**Exceptions to Conveyance and Warranty:** (i) Standby fees, taxes and assessments by any taxing authority for the year 2025 and subsequent years, and (ii) those encumbrances and restrictions shown on the Exhibit "B" attached hereto and incorporated herein by reference.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants and conveys to Grantee the Property, together with all and singular the

rights and appurtenances thereto in anywise belonging unto the said Grantee, his beneficiaries, successors and assigns forever; and subject to the reservation and exceptions above, Grantor does hereby bind himself and his heirs, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and to Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

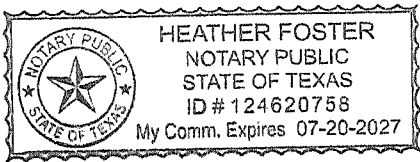
When the context requires, singular nouns and pronouns include the plural.

Howard G. Stevenson, TRUSTEE  
HOWARD G. STEVENSON, TRUSTEE  
OF THE MAUREEN PFEIFFER STEVENSON  
FAMILY TRUST

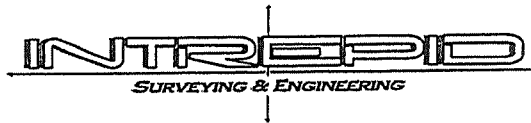
STATE OF TEXAS )  
COUNTY OF Harris )

This instrument was acknowledged before me on August 13, 2025, by HOWARD G. STEVENSON, TRUSTEE OF THE MAUREEN PFEIFFER STEVENSON FAMILY TRUST.

Heather Foster  
Notary Public, State of Texas



# Exhibit A



**LEGAL DESCRIPTION:** Being 328.67 acres of land being out of Tract(s) 79, 80 and 81, Natascosa Colony Farms, Atascosa County, Texas according to the map of plat recorded thereof in New Plat Cabinet Sheet 7-A of the Plat Records of Atascosa County, Texas and also being a portion of a 20' Subdivision Road and out of Tract(s) 7, 8 and 9, Chupicks La Parita Colony Farms, Atascosa County, Texas according to the map or plat recorded thereof in New Plat Cabinet Sheet 19-A of said Plat Records and also being that certain 328.76 acre tract described in Document No. 181293 of the Official Public Records of Atascosa County, Texas; Said 328.67 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in July, 2025:

**BEGINNING** at a 1/2 inch iron rod found in the east line of County Road No. 331E for a southeast corner hereof;

**THENCE** South 89°11'07" West a distance of 60.47 feet over and across County Road No. 331E pass a 1/2 inch iron rod found in the west line of said County Road No. 331E and the north line of that certain 41.50 acre tract described in Document No. 208277 of said Official Public Records continuing along the north line of said 41.50 acre tract for a total distance of 2456.09 feet in all to a 1/2 inch iron rod found for the northwest corner of said 41.50 acre tract and an interior corner hereof;

**THENCE** South 00°27'39" East a distance of 2021.07 feet along the west lines of said 41.50 acre tract and that certain 47.01 acre tract described in Document No. 208278 of said Official Public Records to a wood fence corner post found for the northeast corner of that certain 26.28 acre tract described in Document No. 91081 of said Official Public Records and the southeast corner hereof;

**THENCE** South 89°28'18" West a distance of 2589.47 feet along the north lines of said 26.28 acre tract, that certain 25.01 acre tract described in Document No. 159810 of said Official Public Records and that certain 34.99 acre tract described in Document No. 172036 of said Official Public Records pass a wood fence corner post found in the east line of County Road No. 331 for the northwest corner of said 34.99 acre tract continuing over and across County Road No. 331 for a total distance of 2625.00 feet in all to a point within County Road No. 331 for the southwest corner hereof;

**THENCE** North 00°33'32" West a distance of 3904.11 feet over and across County Road No. 331 to a point for the southwest corner of that certain 47.37 acre tract described in Document No. 98497 of said Official Public Records and a northwest corner hereof;

**THENCE** along the common lines of said 47.37 acre tract, the following 2 courses:

1. North 89°23'24" East a distance of 40.50 feet over and across County Road No. 331 pass a wood fence corner post found in the east line of County Road No. 331 continuing for a total distance of 2628.93 feet in all to a wood fence corner post found for an interior corner hereof;
2. North 00°11'55" West a distance of 271.05 feet to a 1/2 inch iron rod found for the northwest corner hereof;

**THENCE** North 89°23'13" East a distance of 773.83 feet along the south line of that certain 80 acre tract described in Volume 734, Page 443 of the Deed Records of Atascosa County, Texas to a 1/2 inch iron rod found for the northwest corner of that certain 27.184 acre tract described in Document No. 136169 of said Official Public Records and the northeast corner hereof;

THENCE along the common lines of said 27.184 acre tract, the following 7 courses:

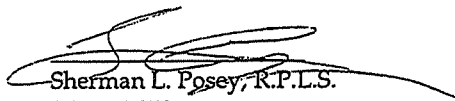
1. South 00°18'39" West a distance of 599.55 feet to a pipe fence corner post found for an interior corner hereof;
2. South 80°33'50" East a distance of 236.54 feet to a 5/8 inch iron rod found for a corner hereof;
3. South 82°09'51" East a distance of 279.68 feet to a 5/8 inch iron rod found for a corner hereof;
4. South 74°32'14" East a distance of 54.20 feet to a 1/2 inch iron rod set for a corner hereof;
5. South 83°10'41" East a distance of 520.27 feet to a wood fence corner post found for a corner hereof;
6. South 74°58'43" East a distance of 154.95 feet to a 1/2 inch iron rod found for a corner hereof;
7. South 85°50'19" East a distance of 403.89 feet to a wood fence corner post found in the west line of County Road No. 331E for a corner hereof;

THENCE North 88°38'48" East a distance of 60.75 feet over and across County Road No. 331E to a 1/2 inch iron rod set in the east line of County Road No. 331E for a northeast corner hereof;

THENCE South 00°30'49" East a distance of 1310.44 feet along the east line of County Road No. 331E to the POINT OF BEGINNING containing 328.67 acres more or less, and as shown hereon. on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

Surveyed by;

  
Sherman L. Posey, R.P.L.S.  
Job# 25-0594.

July 29, 2025

**EXHIBIT "B"**  
**EXCEPTIONS TO WARRANTY AND CONVEYANCE**

- a. Standby fees, taxes and assessments by any taxing authority for the year 2025 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
- b. Any restrictions, covenants, rules and/or regulations concerning the subdivision of land adopted by the City, County and/or Municipality in which the subject property is located.
- c. Mineral Deed dated May 30, 1930, executed by Frank Teichman to H.J. McMullen, recorded in Vol. 116, Page 540, Deed Records of Atascosa County, Texas.
- d. Mineral and/or Royalty Reservation as set out in Warranty Deed dated May 15, 1978, executed by Gladys Kirby Henshaw, et al to Luther H. Soules, III, et ux, recorded in Vol. 482, Page 359, Deed Records of Atascosa County, Texas.
- e. Right-of-Way Easement dated February 10, 1993, executed by Luther H. Soules, III, to McCoy Water Supply Corp., recorded in Vol. 861, Page 574, Deed Records of Atascosa County, Texas.
- f. Stipulation of Interest and Cross Conveyance dated November 7, 2014, executed by Michael C. Cowger, et al to One Another, recorded under Clerk's File No. 161739, Official Public Records of Atascosa County, Texas.
- g. Mineral and/or Royalty Deed dated effective February 1, 2025, executed by Mearl H. Jaegers and Lara-Jo-Clardy, Trustees to High Sky Holdings, LLC, recorded under Clerk's File No. 251283, Official Public Records of Atascosa County, Texas.
- h. Subject to the rights of the public to use that portion of the subject property which lies in County Road 331 and County Road 331 E as shown of Survey dated July 29, 2025, prepared by Sherman L. Posey RPLS#6433.
- i. Subject to 20' subdivision road under fence as shown of Survey dated July 29, 2025, prepared by Sherman L. Posey RPLS#6433.
- j. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Atascosa County, Texas.
- k. Rights of parties in possession.
- l. The Property is being sold "AS IS" in its present physical condition with any and all defects, whether known or unknown.

**CONFORMED COPY**  
**OFFICIAL PUBLIC RECORDS**



Theresa Carrasco, County Clerk

Atascosa County Texas

August 14, 2025 02:11:50 PM

FEE: \$41.00

SOCHOA

**254520**

WDVL



SURVEY PLAT

TRACT 82

(80 ACRES)  
734/443 A.C.D.R.

TRACT 7

(47.37 ACRES)  
DOC# 98497 A.C.O.P.R.

(N 89°34'52" E 2628.93')  
N 89°23'24" E 2628.93'

TRACT 81

NATASCOSA COLONY FARMS  
(N.P.C.) SHEET 7-A A.C.P.R.

(27.184 ACRES)  
DOC# 136169 A.C.O.P.R.

L2 L3 L4 L5 L6 L7 L8 L9 L10  
FENCE INTRUSION 14'-1" 6'-1" 24'-1" FENCE INTRUSION

CHUPICKS LA PARITA COLONY FARMS  
(N.P.C.) SHEET 19-A A.C.P.R.

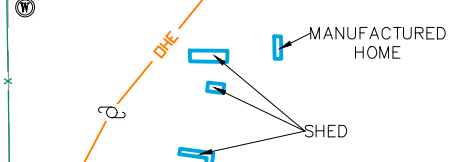
APPROXIMATELY  
1.82 ACRES WITHIN  
COUNTY ROAD NO. 331E

328.67 ACRES  
(328.76 ACRES)  
DOC# 181293 A.C.O.P.R.

20' SUBDIVISION ROAD

TRACT 8

APPROXIMATELY  
3.41 ACRES WITHIN  
COUNTY ROAD NO. 331



COUNTY ROAD NO. 331

(N 00°20'49" W 3905.87')  
N 00°33'32" W 3904.11'

TRACT 80

(S 89°23'24" W 2456.09')  
S 89°11'07" W 2456.09'

PASS A 1/2 INCH IRON  
ROD FOUND AT A  
DISTANCE OF 60.47  
FEET

BEGINNING

(41.50 ACRES)  
DOC# 208277 A.C.O.P.R.

TRACT 9

TRACT 79

S 00°27'39" E 2021.07'  
(S 00°14'57" E 2021.39')

(47.01 ACRES)  
DOC# 208278 A.C.O.P.R.

S 89°28'18" W 2625.00'  
(S 89°39'11" W 2625.00')

TRACT 78

TRACT 10

(34.99 ACRES)  
DOC# 172036 A.C.O.P.R.

(25.01 ACRES)  
DOC# 159810 A.C.O.P.R.

(26.28 ACRES)  
DOC# 91081 A.C.O.P.R.

TRACT 1  
(100 ACRES)  
DOC# 178058 A.C.O.P.R.



LINE TABLE			RECORD LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	N00° 11' 55"W	271.05'	L1	N00° 07' 57"W	270.46'
L2	N89° 23' 13"E	773.83'	L2	N89° 38' 36"E	773.48'
L3	S00° 18' 39"W	599.55'	L3	S00° 28' 29"W	598.30'
L4	S80° 33' 50"E	236.54'	L4	S80° 04' 14"E	236.72'
L5	S82° 09' 51"E	279.68'	L5	S82° 00' 19"E	279.98'
L6	S74° 32' 14"E	54.20'	L6	S74° 20' 34"E	53.90'
L7	S83° 10' 41"E	520.27'	L7	S83° 05' 46"E	521.09'
L8	S74° 58' 43"E	154.95'	L8	S74° 31' 34"E	154.30'
L9	S85° 50' 19"E	403.89'	L9	S85° 41' 22"E	404.40'
L10	N88° 38' 48"E	60.75'	L10	N88° 41' 27"E	60.35'

NOTE:  
1. AS PER INFORMATION PROVIDED IN OF# 300-MAC THIS PROPERTY IS  
SUBJECT TO:  
RESTRICTIVE COVENANTS: N/A  
EASEMENTS: 861/574 A.C.D.R.

FILE: 2025\BOUNDARY\ATASCOSA\25-0594 330 acres, CR 331 (Ruple)

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY  
MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS TRUE  
AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF  
THIS SURVEY, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, SHORTAGES  
IN AREA, BOUNDARY LINE CONFLICTS, VISIBLE ENCROACHMENTS, OVERLAPPING  
OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS  
SHOWN HEREON, AND SAID PROPERTY HAS VISIBLE ACCESS TO AND FROM A  
DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

- NOTE:
1. BEARINGS, DISTANCES & ACRES ARE GRID, NAD 83 US TX SOUTH CENTRAL ZONE AND ARE DERIVED FROM NORMAL GPS TECHNIQUES.
  2. UNDERGROUND SPRINKLER SYSTEMS, VALVES, BOXES AND/OR SPRINKLER HEADS THAT MAY OR MAY NOT EXIST ARE NOT SHOWN HEREON.
  3. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "INTREPID"
  4. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.



- LEGEND:
- BOUNDARY LINE
  - ADJOINER LINE
  - SURVEY LINE
  - FENCE
  - OVERHEAD ELECTRIC LINE
  - UNDERGROUND UTILITY LINE
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - XXX/XXX VOLUME/PAGE
  - A.C.P.R. = ATASCOSA COUNTY PLAT RECORDS
  - A.C.D.R. = ATASCOSA COUNTY DEED RECORDS
  - A.C.O.P.R. = ATASCOSA COUNTY OFFICIAL PUBLIC RECORDS
  - A.C.R.P.R. = ATASCOSA COUNTY REAL PROPERTY RECORDS
  - POINT
  - 1/2" IRON ROD FOUND
  - 1/2" IRON ROD SET
  - 1200 NAIL FOUND
  - IRON PIPE FOUND
  - NAIL SET
  - 5/8" IRON ROD FOUND
  - PIPE FENCE CORNER POST FOUND
  - WOOD FENCE CORNER POST FOUND
  - AS MARKED
  - A/C
  - ELECTRIC METER
  - TELEPHONE PEDESTAL
  - SEPTIC
  - GAS METER
  - WATER METER
  - UTILITY POLE
  - FIRE HYDRANT

REFERENCE: RESOURCE DIVERSIFICATION GROUP, SERIES LLC AND BRADLEIGH PROPERTIES, LLC  
 ADDRESS: COUNTY ROAD NO. 331  
 LEGAL DESCRIPTION: BEING 328.67 ACRES OF LAND OUT OF THE NATASCOSA COLONY  
 FARMS, ATASCOSA COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED THEREON  
 IN NEW PLAT CABINET SHEET 7-A A.C.P.R. AND THE CHUPICKS LA PARITA COLONY  
 FARMS, ATASCOSA COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED THEREON  
 IN NEW PLAT CABINET SHEET 19-A A.C.P.R.

JOB NO. 25-0594 REV. 0  
 DRAWN BY: ALC FIELD BOOK: 131/21

**INTREPID**  
 SURVEYING & ENGINEERING  
 P.O. Box 1209 • 109 DILWORTH PLAZA  
 POTH, TX 78147  
 D. 830.393.8833 • F. 830.393.3388  
 WWW.INTREPIDTX.COM  
 TBPLS #10193936 • TPPE #16550

REGISTERED PROFESSIONAL LAND SURVEYOR  
 DATE: 07/29/2025



**LEGAL DESCRIPTION:** Being 328.67 acres of land being out of Tract(s) 79, 80 and 81, Natascosa Colony Farms, Atascosa County, Texas according to the map of plat recorded thereof in New Plat Cabinet Sheet 7-A of the Plat Records of Atascosa County, Texas and also being a portion of a 20' Subdivision Road and out of Tract(s) 7, 8 and 9, Chupciks La Parita Colony Farms, Atascosa County, Texas according to the map or plat recorded thereof in New Plat Cabinet Sheet 19-A of said Plat Records and also being that certain 328.76 acre tract described in Document No. 181293 of the Official Public Records of Atascosa County, Texas; Said 328.67 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in July, 2025:

**BEGINNING** at a 1/2 inch iron rod found in the east line of County Road No. 331E for a southeast corner hereof;

THENCE South 89°11'07" West a distance of 60.47 feet over and across County Road No. 331E pass a 1/2 inch iron rod found in the west line of said County Road No. 331E and the north line of that certain 41.50 acre tract described in Document No. 208277 of said Official Public Records continuing along the north line of said 41.50 acre tract for a total distance of 2456.09 feet in all to a 1/2 inch iron rod found for the northwest corner of said 41.50 acre tract and an interior corner hereof;

THENCE South 00°27'39" East a distance of 2021.07 feet along the west lines of said 41.50 acre tract and that certain 47.01 acre tract described in Document No. 208278 of said Official Public Records to a wood fence corner post found for the northeast corner of that certain 26.28 acre tract described in Document No. 91081 of said Official Public Records and the southeast corner hereof;

THENCE South 89°28'18" West a distance of 2589.47 feet along the north lines of said 26.28 acre tract, that certain 25.01 acre tract described in Document No. 159810 of said Official Public Records and that certain 34.99 acre tract described in Document No. 172036 of said Official Public Records pass a wood fence corner post found in the east line of County Road No. 331 for the northwest corner of said 34.99 acre tract continuing over and across County Road No. 331 for a total distance of 2625.00 feet in all to a point within County Road No. 331 for the southwest corner hereof;

THENCE North 00°33'32" West a distance of 3904.11 feet over and across County Road No. 331 to a point for the southwest corner of that certain 47.37 acre tract described in Document No. 98497 of said Official Public Records and a northwest corner hereof;

THENCE along the common lines of said 47.37 acre tract, the following 2 courses:

1. North 89°23'24" East a distance of 40.50 feet over and across County Road No. 331 pass a wood fence corner post found in the east line of County Road No. 331 continuing for a total distance of 2628.93 feet in all to a wood fence corner post found for an interior corner hereof;
2. North 00°11'55" West a distance of 271.05 feet to a 1/2 inch iron rod found for the northwest corner hereof;

THENCE North 89°23'13" East a distance of 773.83 feet along the south line of that certain 80 acre tract described in Volume 734, Page 443 of the Deed Records of Atascosa County, Texas to a 1/2 inch iron rod found for the northwest corner of that certain 27.184 acre tract described in Document No. 136169 of said Official Public Records and the northeast corner hereof;

THENCE along the common lines of said 27.184 acre tract, the following 7 courses:

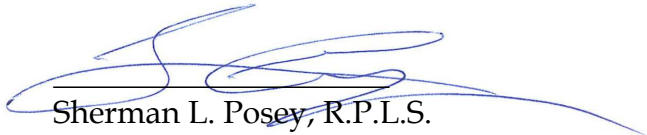
1. South 00°18'39" West a distance of 599.55 feet to a pipe fence corner post found for an interior corner hereof;
2. South 80°33'50" East a distance of 236.54 feet to a 5/8 inch iron rod found for a corner hereof;
3. South 82°09'51" East a distance of 279.68 feet to a 5/8 inch iron rod found for a corner hereof;
4. South 74°32'14" East a distance of 54.20 feet to a 1/2 inch iron rod set for a corner hereof;
5. South 83°10'41" East a distance of 520.27 feet to a wood fence corner post found for a corner hereof;
6. South 74°58'43" East a distance of 154.95 feet to a 1/2 inch iron rod found for a corner hereof;
7. South 85°50'19" East a distance of 403.89 feet to a wood fence corner post found in the west line of County Road No. 331E for a corner hereof;

THENCE North 88°38'48" East a distance of 60.75 feet over and across County Road No. 331E to a 1/2 inch iron rod set in the east line of County Road No. 331E for a northeast corner hereof;

THENCE South 00°30'49" East a distance of 1310.44 feet along the east line of County Road No. 331E to the **POINT OF BEGINNING** containing 328.67 acres more or less, and as shown hereon. on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

Surveyed by;

  
Sherman L. Posey, R.P.L.S.  
Job# 25-0594.

July 29, 2025

**CERTIFICATE OF PLAT EXCEPTION**

**THE STATE OF TEXAS**

**COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 11 tracts of land out of an original 328.67 acres, more or less, described in a Deed, Instrument Number 254520, Official Public Records, Atascosa County, Texas, and being currently owned by Resource Diversification Group, Series LLC and Bradleigh Properties LLC, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided as 10+ acre tracts. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

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

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

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

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

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

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

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 24.**

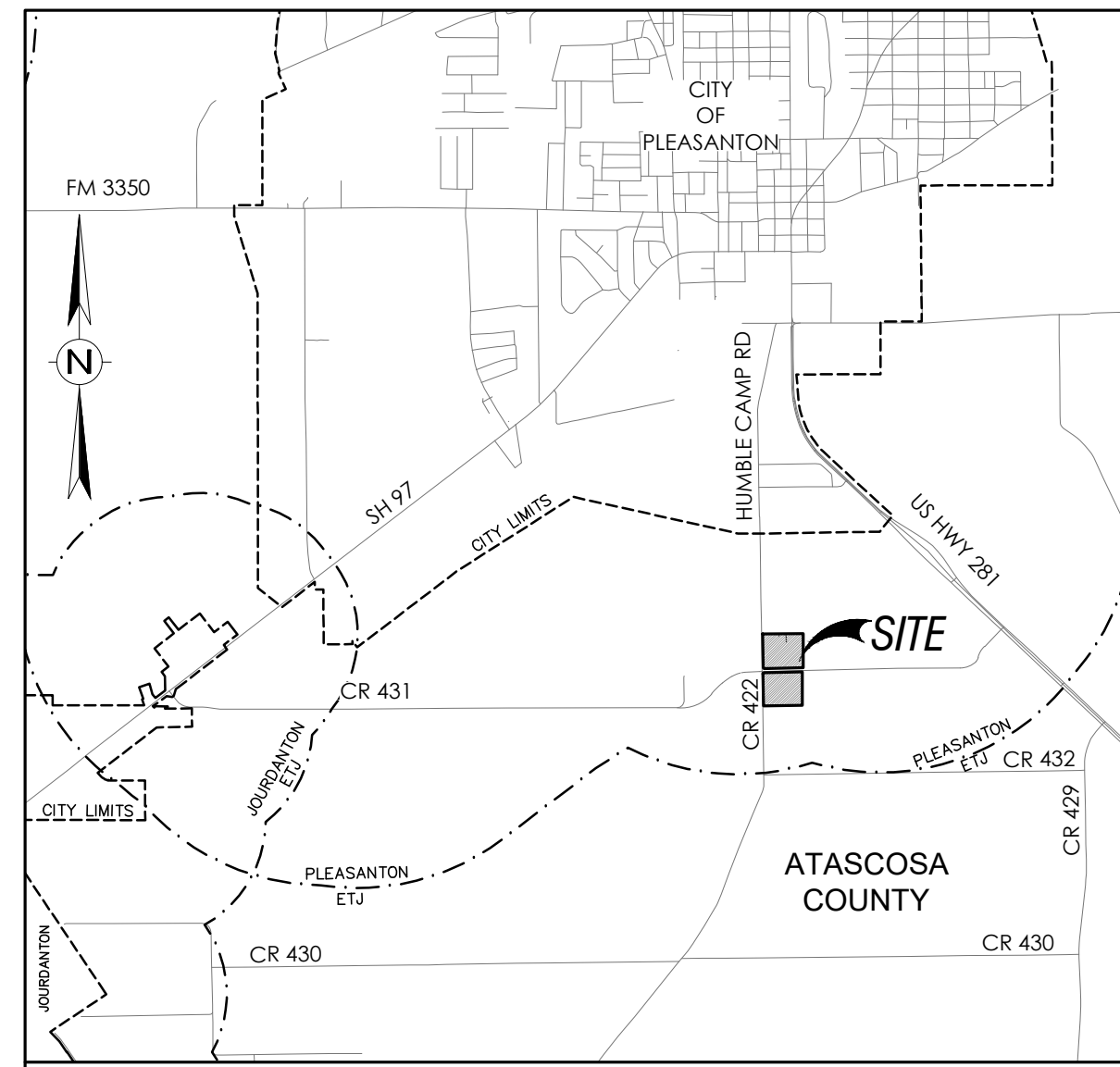
**Meeting Date:** 09/22/2025  
**Item Title:** Subdivision - Shale Acres  
**Submitted For:** Britni Van Curan, Rural Development Director

**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 Shale Acres Subdivision on County Road 422 in Precinct 4.  
**Development:**

**ATTACHMENTS**

Shale Acres Plat



LOCATION MAP  
N.T.S.

- ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:**
- THE SUBDIVISION IS LOCATED IN THE PLEASANTON, TX.
  - CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
  - THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
  - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM, DUE TO DECLINING WATER SUPPLY. PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
  - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
  - NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
  - THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
  - NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
  - WATER SERVICE PROVIDED TO BY MCCOY WATER SUPPLY CORPORATION.
  - THIS SUBDIVISION WILL BE SERVED BY MCCOY WATER SUPPLY CORPORATION, 65 PARKFIELD DR., PLEASANTON, TX 78064. INFORMATION ON THE MCCOY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
  - ELECTRIC SERVICE PROVIDED BY KARNES ELECTRIC.
  - IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTION ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TxDOT FOR DRIVEWAYS ENTERING ONTO STATES ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TxDOT STANDARDS, AS APPLICABLE.
  - THE LIMITS OF THIS PLAT DO NOT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON FIRM MAP NUMBER 4801300350C EFFECTIVE NOVEMBER 4, 2010.
  - NO LOTS IN THIS PLAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
  - ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
  - ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF.
  - TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATED DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
  - PUBLIC SEWER IS NOT AVAILABLE, THIS SEPTIC IS REQUIRED AND SHALL BE DESIGNED BY REGISTERED SANITARIAN OR PROFESSIONAL ENGINEER.

**CULVERT TABLE**

LOT #	MINIMUM CULVERT
LOTS 1-16	18"
NOTE: LOW WATER FLOW MAY NOT IMPROVE FLOW	

PROPERTY INFORMATION  
PROPERTY ID: 12904  
LEGAL ACRES: 35.20 AC  
LEGAL DESC.: ABS A00321  
M DE LA GARZA SV 367/2

**LOT SUMMARY TABLE**

LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	11			X
2.5-10 AC	5			X
> 10 AC	0			
TOTAL	16			

PROPERTY INFORMATION  
PROPERTY ID: 17780  
LEGAL ACRES: 30.35 AC  
LEGAL DESC.: ABS A00321  
M DE LA GARZA SV 367/2

STATE OF TEXAS  
COUNTY OF ATASCOSA

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

**PRELIMINARY**

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

**PRELIMINARY**

STATE OF TEXAS  
COUNTY OF WILSON

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

**PRELIMINARY**

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

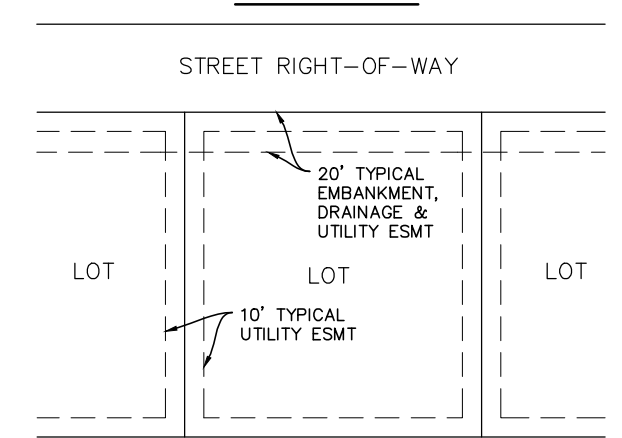
**LEGEND**

- N.T.S.
  - OPR
  - DR
  - VOL
  - PG.
  - ESMT
  - I.R.F.
- NOT TO SCALE
  - OFFICIAL PUBLIC RECORDS
  - DEED RECORDS
  - VOLUME
  - PAGE
  - EASEMENT
  - IRON ROD FOUND
- FOUND 1/2" IRON ROD
  - SET 1/2" IRON ROD "POLLOK & SONS"
- PROPERTY BOUNDARY
  - LOT LINE
  - EASEMENT LINE
  - ADJOINING PROPERTY LINE
  - 2' LIDAR CONTOUR

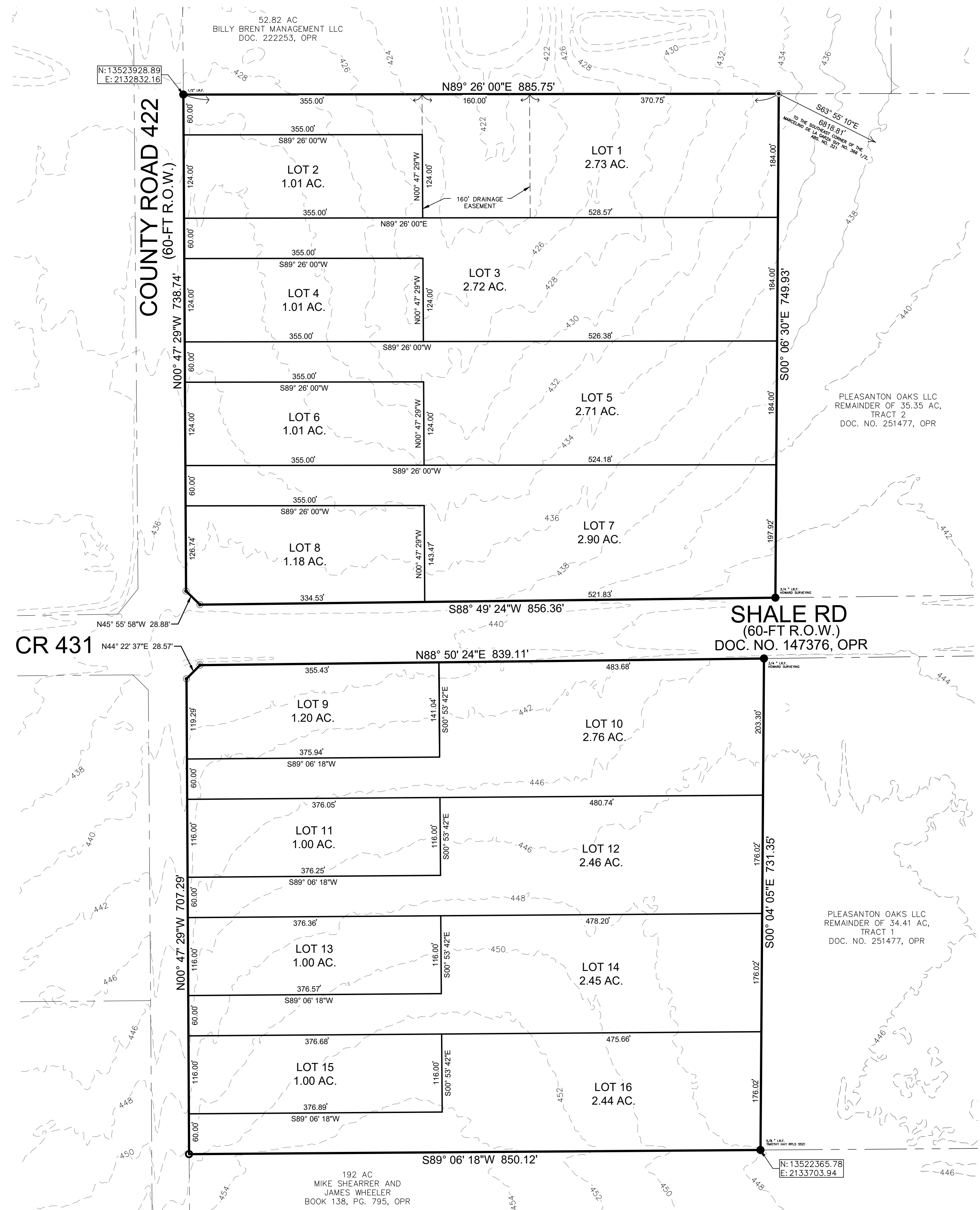
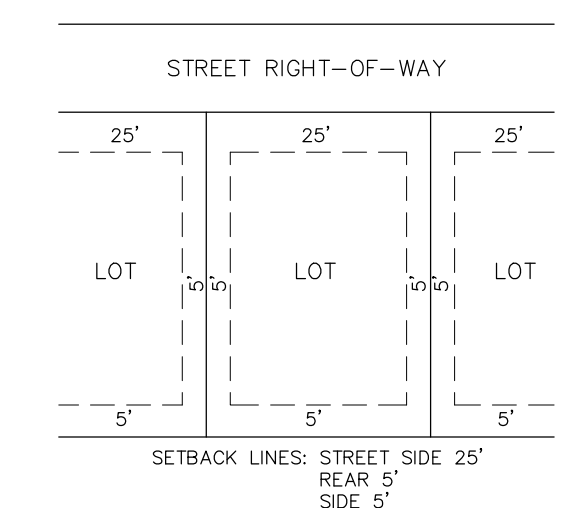
**SURVEYOR NOTES**

- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLAN COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (4204), NAD83.
  - 1/2" IRON RODS WITH PLASTIC CAP STAMPED "POLLOK & SONS" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
  - DISTANCES SHOWN HEREON ARE GRID.
- UTILITY NOTES**
- ELECTRIC SERVICE TO BE PROVIDED BY KARNES ELECTRIC.
  - WATER SERVICE PROVIDED BY MCCOY WSC.
  - ALL UTILITY EASEMENTS ARE FOR CONSTRUCTION AND MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING METERS AND REPAIR OR REPLACEMENT OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
  - NO BUILDINGS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED ON ANY UTILITY EASEMENTS.
  - EACH LOT WILL BE SERVED BY AN INDIVIDUAL ON-SITE SEWAGE FACILITY (OSSF). INSTALLATION OF THE OSSF WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER. OBTAIN AN OSSF PERMIT FROM THE COUNTY PRIOR TO INSTALLATION.

**TYPICAL UTILITY EASEMENTS**

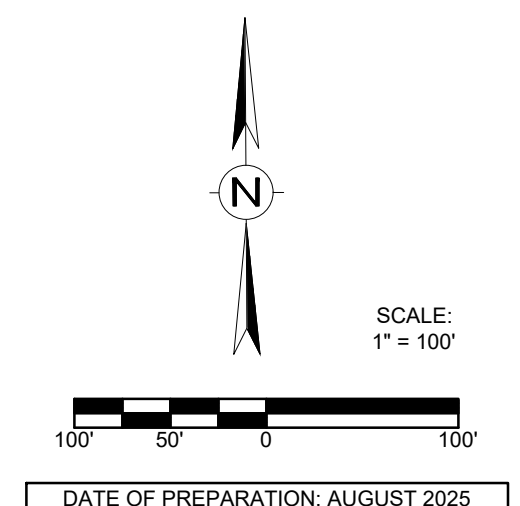


**SETBACKS**



**SUBDIVISION PLAT ESTABLISHING SHALE ACRES**

BEING A TOTAL OF 29.57 ACRES, MORE OR LESS, LYING IN THE MERCELINO DE LA GARZA SURVEY NO. 366 1/2, ABSTRACT NO. 321, ATASCOSA COUNTY, TEXAS, OUT OF A 35.35 ACRE TRACT 1 AND 34.41 ACRE TRACT 2, DESCRIBED IN INSTRUMENT AND RECORDED IN DOCUMENT NO. 251477, OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.



**RL BACA ENGINEERING**

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

RL BACA PROJECT NO.: 24-144

STATE OF TEXAS  
COUNTY OF ATASCOSA

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

OWNER: PLEASANTON OAKS, LLC  
105 KEYSTONE COVE  
GEORGETOWN, TX 78633  
214-632-7225  
REGISTERED AGENT: BRUCE WAYNE CORLEY OWNER: BRUCE WAYNE CORLEY

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2025

NOTARY PUBLIC

**CERTIFICATE OF COUNTY ATTORNEY**

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

ASSISTANT COUNTY ATTORNEY - MOLLY GROESBECK SOLIS

**CERTIFICATE OF THE PRECINCT COMMISSIONER**

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

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY

**COMMISSIONERS COURT APPROVAL**

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

ATASCOSA COUNTY JUDGE - WELDON P. CUDE

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

PRECINCT 2 COMMISSIONER - MARK BOWEN

PRECINCT 3 COMMISSIONER - GEORGE "BUTCH" PAWLEK

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 25.**

**Meeting Date:** 09/22/2025  
**Item Title:** July Minutes  
**Submitted For:** Theresa Carrasco, County Clerk

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

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

**Recommendation/Action Requested and Justification**

Request Approval of the Commissioners' Court Minutes for July 2025

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 26.**

**Meeting Date:** 09/22/2025  
**Item Title:** 2026 Sheriff & Constable Fees  
**Submitted For:** Theresa Carrasco, County Clerk

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

Theresa Carrasco: Discuss and/or take appropriate action to set Sheriff and Constable fees for  
County Clerk: 2026.

**Recommendation/Action Requested and Justification**

Need approval from Commissioners' Court to set the Sheriff and Constable fees for 2026 as required under Local Government Code Section 118.131. Fees must be set before October 1, 2025, and must be reported to the State Comptroller before October 15, 2025.

**ATTACHMENTS**

Sheriff and Constable Fees 2026

Year	County	Fee Type	Fee Name	Fee Name Original	Fee Amount	Fee Type Code	Comment
2026	Atascosa	Citation	Citations by Posting	Justice Citations by Posting	\$100.00	H	
2026	Atascosa	Service	Constable's Court Services Fee	All Justice Personal Service Citations	\$150.00	H	
2026	Atascosa	Other	Forcible Detainer	Justice Forcible Detainer	\$150.00	H	
2026	Atascosa	Other	Forcible Entry Detainer	Justice Forcible Entry Detainer	\$150.00	H	
2026	Atascosa	Writ & Order of Sale	Justice Court Writs	Justice Court Writs	\$200.00	H	
2026	Atascosa	Writ & Order of Sale	Writ of Possession	Justice Writ of Possession	\$200.00	H	After a maximum of two hours the fee is \$50/hour/Constable
2026	Atascosa	Order	Orders of Sale	Orders of Sale	\$250.00	H	Sheriff's and Constable's commission on an Execution of Order of Sale, in addition to the fees above, when the same is made by a sale: 1st \$10,000.00, a fee of 10 percent; an additional 5 percent of the next \$15,000.00; an additional 2.5 percent of amounts more than \$25,000.00. When money is collected by the Sheriff or Constable without a sale, half of the above commission shall be allowed.
2026	Atascosa	Notice	Posting Notices of any kind	Posting Notices of any kind	\$100.00	H	
2026	Atascosa	Citation	Personal Service Citations	Personal Citations	\$150.00	H	
2026	Atascosa	Other	Precepts	Precepts	\$100.00	H	
2026	Atascosa	Notice	Show Cause Notice Order	Show Cause Orders	\$100.00	H	
2026	Atascosa	Subpoena	Subpoenas	Subpoenas	\$100.00	H	
2026	Atascosa	Subpoena	Summons Fee	Summons	\$100.00	H	
2026	Atascosa	Writ & Order of Sale	Writ of Attachment	Writ of Attachment	\$250.00	H	
2026	Atascosa	Writ & Order of Sale	Writ of Garnishment	Writ of Garnishment	\$250.00	H	
2026	Atascosa	Writ & Order of Sale	Writ of Possession	Writ of Possession	\$250.00	H	After a maximum of two hours the fee is \$50/hour/deputy.
2026	Atascosa	Writ & Order of Sale	Writ of Restitution	Writs of Restitution	\$250.00	H	
2026	Atascosa	Writ & Order of Sale	Writ of Sequestration	Writ of Sequestration	\$250.00	H	
2026	Atascosa	Writ & Order of Sale	Writs of Execution	Writs of Execution	\$250.00	H	
2026	Atascosa	Writ & Order of Sale	Writs of Sale	Writs of Sale	\$250.00	H	

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 27.**

**Meeting Date:** 09/22/2025  
**Item Title:**  
**Submitted For:** Weldon Cude, County Judge


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

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

Constable Rutherford completed 4 hours of continuing education at the 2025  
Legislative Update Civil process in Corpus Christi, Texas on August 18, 2025.

**ATTACHMENTS**

information

The seal of the Texas Justice Court Training Center is a circular emblem. It features a central five-pointed star surrounded by a wreath. The text "TEXAS JUSTICE COURT" is arched across the top, "EST. 1977" is in the center, and "TRAINING CENTER" is arched across the bottom.

*Texas Justice Court Training Center Certifies that*

**John Rutherford**

*Has completed testing requirements for Designation as*

**Legislative Update Corpus Christi - Civil Process**

*Under the authority granted by the Board of Directors of the Justices of the Peace and Constables Association of Texas.*

**18/Aug/2025**