

**ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
June 22, 2026
9 a.m.**

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

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

AGENDA

- 1. Judge Cude: Call to Order.
- 2. Judge Cude: Prayer; Pledge of Allegiance.
- 3. Public Comments:
- 4. Judge Cude: Discuss and/or take appropriate action regarding the recognition and presentation of the Employee of the Quarter for Quarter 2 of 2026.
- 5. Kayla Fournier: Discuss and/or take appropriate action to allow payroll processing of
 H.R: employee-paid premium costs associated with their Global Life Family
 Kari Gilbert: Heritage coverage.
 Global Life:
- 6. Judge Cude: Discuss and/or take appropriate action by reading the Disaster Declaration for the Threat of New World Screwworm.
- 7. Audrey Louis: Discuss and/or take appropriate action concerning personnel:
 District Attorney:
 - New Employee: Jeffrey C. Dugi
 - Position: Investigator
 - Pay Rate: \$73,000.00 annually
 - Salary Budget Area: \$11,000.00(141-400-401)
 \$62,000.00(047-400-418)
 - Start Date: July 6, 2026
 - Physical: pending

Drug Test: pending

8. Constable Rutherford:
Pct. 4: Discuss and/or take appropriate action to approve the Local Partnership agreement between the Constable Precinct No. 4 Office with The National Center for Missing and Exploited Children (NCMEC).
9. Courtney Grier:
EMS: Discuss and/or take appropriate action to approve the Agreement between Atascosa County EMS and South Texas Blood & Tissue Center for whole blood provider services.
10. Cathy Seiter:
Elections: Discuss and/or take appropriate action to adopt a Resolution authorizing acceptance of the 2025 Help America Vote Act (HAVA) Election Security Subgrant. Additionally, request approval to designate Cathy Seiter as the single point of contact (SPOC) for all matters related to the administration and implementation of the grant.
11. Timothy Gutierrez:
Detention Superintendent : Discuss and/or take appropriate action concerning personnel:

New Employee :	Joseph Alaniz
Position:	Juvenile Supervision Officer (Tier III)
Pay Rate:	\$21.11 Hourly
Salary Budget Area:	139-400-403
Start Date:	June 29,2026
Physical:	Pending
Drug Test:	Pending
New Employee	Cielo Saenz
Position:	PT Control Technician (Days)
Pay Rate:	\$12.00 Hourly
Salary Budget Area:	039-400-406
Start Date:	June 29,2026
Physical:	Pending
Drug Test:	Pending
New Employee	Luis Tijerina
Position:	PT Control Technician (Nights)
Pay Rate:	\$12.00 Hourly
Salary Budget Area:	039-400-406
Start Date:	June 29,2026
Physical:	Pending
Drug Test:	Pending
New Employee	Nancy Moreno
Position:	Post: ASAP Case Manager
Pay Rate:	\$25.9615 Hourly
Salary Budget Area:	139-400-404
Start Date:	June 7,2026
Physical:	Pending
Drug Test:	Pending

Existing Employee	Donna Hohenstein
Position:	Move from PT Control Tech to Juvenile Supervision Officer (Tier III)
Pay Rate:	\$21.11 Hourly
Salary Budget Area:	039-400-562
Start Date:	June 29,2026
Physical:	N/A
Drug Test:	N/A

12. Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:
- | | |
|---------------------|---|
| New Employee: | James Benavides |
| Position: | Corrections Officer |
| Pay Rate: | Tier 3: \$23.44 Hourly, 86 Hours Fluctuating, \$200.00 Mo. Uniform, SB22 Eligible, 90-Day County Probation, 1-Year Agency Probation |
| Salary Budget Area: | 012-442-562 |
| Start Date: | June 22,2026 |
| Physical: | complete |
| Drug Test: | complete |

13. Sheriff Guerra: Discuss and/or take appropriate action for vehicles marked as excess and approve them for auction.

Please see the listed ACSO vehicles below that are marked in excess and available for auction with approval. Twelve vehicles total.

□

Year:	Make:	Model:	LP:	VIN
2007	Ford	Van	127-3835	1FBNE31L57DA55066
2014	Chevy	Tahoe	115-7111	1GNLC2E00ER159717
2014	Chevy	Tahoe	155-4759	1GNLC2E07ER217029
2017	Chevy	Tahoe	137-0125	1GNLCDEC4HR265274
2017	Chevy	Tahoe	137-0127	1GNLCDEC7HR264054
2019	Chevy	Tahoe	139-4878	1GNLCDEC9KR303749
2020	Chevy	Tahoe	142-3462	1GNLCDEC7LR265732
2020	Chevy	Tahoe	142-3472	1GNLCDEC6LR264815
2020	Chevy	Tahoe	142-3464	1GNLCDECXLR265854
2020	Chevy	Tahoe	142-3471	1GNLCDEC6LR265866
2020	Chevy	Tahoe	142-3465	1GNLCDEC4LR265476
2021	Chevy	Tahoe	146-4085	1GNSCLED2MR343091

14. Kayla Fournier: Discuss and/or take appropriate action concerning the 2026-2027
H.R: Atascosa County Insurance Plan Renewal with TAC and authorize County Judge Weldon Cude to sign the renewal agreement. The plan coverage is from October 1, 2026 - September 30, 2027. Atascosa County cost increase for the 2026-2027 plan year is 4.0%. The previous plan year cost increase was 1.7%.

15. Kayla Fournier: Discuss and/or take appropriate action to approve and implement the
H.R: Grant Funded Pay Acknowledgment and Agreement for County
Molly Solis: employees paid or partially paid with grant funds.
County Attorney:

16. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: amended Right-of-Way Permit for Spectrum Gulf LLC on Box House Rd. in Precinct 2.
17. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for 10+ acre tracts for Andrew Toscano & Luis Apolinar off Patton Rd and Hickman Rd in Precinct 2.
18. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Rural Development: the Final Plat of the Poteet Crossing Subdivision on W. Gates Valley Rd. in Precinct 3.
19. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for the Cruz Family on S. State Highway 16 in Precinct 4.
20. Theresa Carrasco: Discuss and/or take appropriate action to approve the Commissioners' County Clerk: Court Minutes for May 2026.
21. Theresa Carrasco: Discuss and/or take appropriate action concerning the Database Access County Clerk: Agreement between Atascosa County and OE Minerals II, LLC to move forward with the FPT site for access to the database and request permission for Judge Cude to sign the agreement.
22. Tracy Barrera: Discuss and/or take appropriate action to approve the application for a County Auditor: grant /donation for sponsorship from Conoco Phillips to provide a meal for the high school internship program participants on July 17, 2026.
23. Tracy Barrera: Discuss and/or take appropriate action concerning approval of County Auditor: disbursement of pre-trial diversion funds as authorized by Art. 102.0121 of the Texas Code of Criminal Procedure and approval of a check to be written from the Pre-Trial Miscellaneous Fund line item 053-400-625, in the amount of \$10,500.00 for FY 2026 4th quarter payment for services provided to Atascosa by the CSCD, as specified in the Interlocal Agreement. This has been sent to the County Attorney for review and approval.
24. Tracy Barrera: Discuss and/or take appropriate action concerning the review, County Auditor: acceptance and selection of the bids that were received in the Auditors' office by the deadline for the Water System Improvements at the Fashing-Peggy Water Plant for the El Oso Water Supply Corporation, TxCDBG Contract No. CDV23-0227.
25. Tracy Barrera: Discuss and/or take appropriate action concerning personnel: County Auditor:

Existing Employee	Stephanie Graham-Esparza
Position:	Chief Public Defender
Pay Rate:	\$5,192.31 Bi-weekly (FI Rate \$5,192.3077)
Salary Budget Area:	012-488-401
Start Date:	June 22, 2026

Physical: N/A
Drug Test: N/A

26. Justin Vasquez: Discuss and/or take appropriate action concerning appointing members to the I.T. Advisory Committee. As per the charter, the membership will consist of:
- the County Auditor,
 - the Sheriff or designee,
 - an appointed or rotating Commissioner,
 - a rotating Elected Official,
 - a rotating Non-Elected Department Head,
 - the County Judge or his Chief of Staff,
 - and the I.T. Director.
- Additional members may be invited as needed when a concern involves their department(s).
27. Judge Cude: Discuss and/or take appropriate action to approve the renewal contract for professional services for autopsy services with Dr. Ray Fernandez, M.D.

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 Consultation with Attorney, 551.072 Deliberation regarding real property, 551.074 Personnel Matters; and other applicable sections as announced.

A. Discuss the Purchase and/or Sale of Real Property, or legal matters related to real property.

B. Discuss and Update on pending litigation matters.

C. Discuss and Consider pending Personnel Matters.

29. **OPEN SESSION**

30. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.
- A. Discuss and consider appropriate action on Purchase and/or Sale of Real Property, or legal matters related to real property.
- B. Discuss and consider appropriate action on pending litigation matters.
- C. Discuss and consider appropriate action on personnel matters.
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 Monday, July 13, 2026.
34. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Wednesday, June 17, 2026.



Jessica Kidd, Court Coordinator

**AGENDA REQUEST
(GENERAL)**

Agenda Item 4.

Meeting Date: 06/22/2026

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action regarding the recognition and presentation of the Employee of the Quarter for Quarter 2 of 2026.

AGENDA REQUEST (GENERAL)

Agenda Item 5.

Meeting Date: 06/22/2026
Item Title: Presentation of Global Life Family Heritage-Kari Gilbert
Submitted For: Kayla Fournier, HR

Discuss and/or take appropriate action concerning:

Kayla Fournier: Discuss and/or take appropriate action to allow payroll processing of
H.R: employee-paid premium costs associated with their Global Life Family Heritage
Kari Gilbert: coverage.
Global Life:

ATTACHMENTS

Flyer



Benefits you can count on.

Globe Life Family Heritage offers flexible benefits that help protect your loved ones and your future.



YOUR POLICY BENEFITS AT A GLANCE



Pays benefits directly to you, you decide how to spend them



This policy's benefits are never reduced



Pays in addition to any other insurance you own



Premiums don't increase with age or due to claims



Guaranteed renewable for life — only you can cancel



Policy has no cap on total amount of benefits you receive or the number of claims you can have



No timeframe on filing Claims

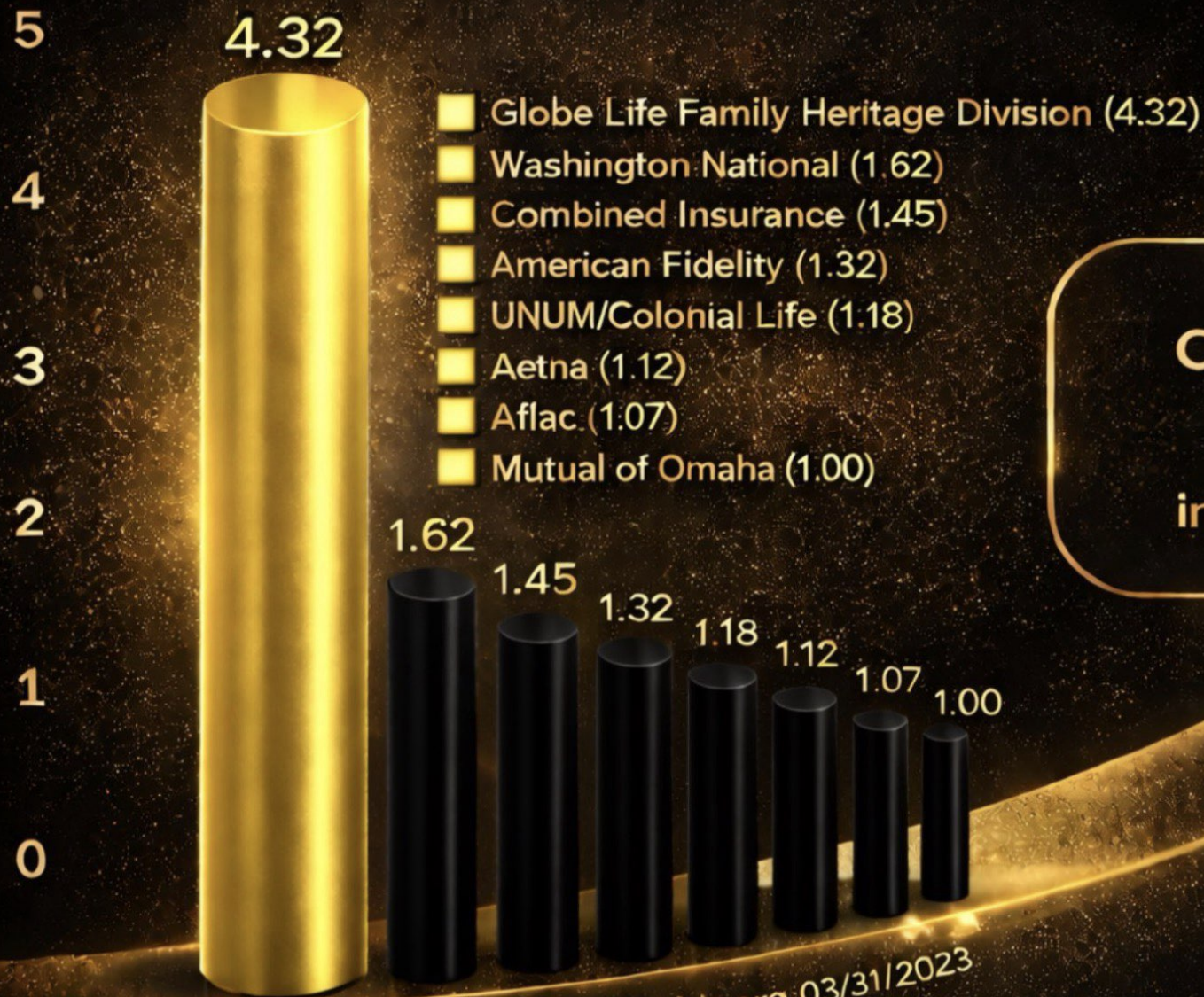


Peace of mind today.
Protection for tomorrow.



Globe Life Family Heritage
is here for what matters most.

How is Family Heritage different?



**Verified BBB
Customer reviews
of the top U.S.
supplemental
insurance companies.**
(out of 5 stars)

Source bbb.org 03/31/2023



AGENDA REQUEST (GENERAL)

Agenda Item 6.

Meeting Date: 06/22/2026

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action by reading the Disaster Declaration for the Threat of New World Screwworm.

ATTACHMENTS

information



WHEREAS, the County Judge of Atascosa County finds that the threat of introduction or spread of New World screwworm constitutes an imminent threat of disaster within the meaning of the Texas Disaster Act and that extraordinary measures are warranted to prepare for, prevent, respond to, and mitigate that treat;

NOW, THEREFORE, PURSUANT TO SECTION 418.108 OF THE TEXAS GOVERNMENT CODE, I, WELDON P. CUDE, COUNTY JUDGE OF ATASCOSA COUNTY, TEXAS AS PRESIDING OFFICER OF THE GOVERNING BODY OF ATASCOSA COUNTY, HEREBY FIND THAT THE THREAT OF DISASTER ARISING FROM THE POTENTIAL INTRODUCTION AND SPREAD OF NEW WORLD SCREWWORM IS IMMINENT AND DECLARE A LOCAL STATE OF DISASTER FOR ATASCOSA COUNTY, TEXAS.

1. Declaration.

A **local state of disaster** is hereby declared for Atascosa County, Texas, due to the imminent threat posed by New World screwworm to livestock, domestic animals, wildlife, agriculture, commerce and related property interests within the County.

2. Activation of Emergency Management Measures.

This Declaration activates the appropriate recovery, mitigation, preparedness, and response aspects of all applicable local and interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under this Declaration, as authorized by Section 418.108(d) of the Texas Government Code.

3. Coordination with State and Federal Agencies.

The County's Emergency Management Coordinator and other appropriate County officials are directed and authorized to coordinate with the Texas Division of Emergency Management, the Texas Animal Health Commission, the Texas Parks and Wildlife Department, the Texas Department of State Health Services, Texas A&M AgriLife Extension, the United States Department of Agriculture, and other appropriate agencies, and stakeholders regarding surveillance, reporting, public information, preparedness, and response activities related to the New Worlds screwworm threat. The County shall cooperate with and assist the Texas Animal Health Commission as authorized and requested under applicable law, including Section 161.041 of the Texas Agriculture Code.

4. Use of County Resources.

All available County resources reasonably necessary to cope with this threatened disaster are authorized for use in accordance with applicable law. County officials are authorized to take lawful actions necessary to protect the public welfare and the County's agricultural and property interests.

5. Public Information and Protective Actions.

County officials are authorized to issue and disseminate guidance to livestock owners, veterinarians, agricultural operators, exhibitors, and the pubic concerning



**LOCAL DECLARATION OF DISASTER
REGARDING THE THREAT OF NEW WORLD SCREWORM
IN ATASCOSA COUNTY, TEXAS**

**STATE OF TEXAS §
COUNTY OF ATASCOSA §**

WHEREAS, the Texas Disaster Act of 1975 authorizes the presiding officer of the governing body of a political subdivision to declare a local state of disaster if the presiding officer finds that a disaster has occurred or that the occurrence or threat of disaster is imminent; and

WHEREAS, Section 418.108(a) of the Texas Government Code, authorizes County Judge, as presiding officer of the governing body of the County, to declare a local state of disaster upon the occurrence or threat of disaster is imminent;

WHEREAS, the Texas Animal Health Commission is charged with protecting the livestock, domestic animals, and poultry of this State and with controlling animal diseases and animal pests, and county commissioner's courts shall cooperate with and assist the Commission when requested, as provided by Section 161.003 of the Texas Agriculture Code; and

WHEREAS, Section 418.190 of the Texas Government Code requires the Texas Animal Health Commission to prepare and maintain an agriculture emergency response plan as an annex to the State Emergency Management Plan;

WHEREAS, on January 29, 2026, the Governor of Texas issued a **statewide disaster declaration** to prevent the spread of the New World screwworm fly, stating that although the pest is not yet present in Texas or the United States, its northward spread from Mexico toward the southern border poses a serious threat to Texas livestock and wildlife;

WHEREAS, the New World screwworm (*Cochliomyia Hominivorax*) is a destructive parasitic pest whose larvae infest living warm-blooded animals and can cause severe injury, death and substantial losses to livestock, wildlife, companion animals, agricultural operations and related commerce;

WHEREAS, Atascosa County is vulnerable to significant harm to livestock, agriculture, wildlife resources, related business activity, and property interests if the New World screwworm materializes within Atascosa County; and



identification, reporting, prevention, and response measures relating to the New World screwworm threat, consistent with guidance from appropriate state and federal authorities.

6. Filing and Publicity.

This Declaration shall be given prompt and general publicity and shall be filed promptly with the County Clerk of Atascosa County, Texas in accordance with Section 418.108 (c) of the Texas Government Code.

7. Duration.

This Declaration shall remain in effect for not more than seven (7) days unless continued or renewed by the Commissioners Court of Atascosa County, Texas, in accordance with Section 418.108(b) of the Texas Government Code.

8. Request for Assistance.

Atascosa County requests all appropriate state and federal assistance necessary to support preparedness, prevention, response, mitigation, and recovery efforts relating to the threat of New World screwworm.

DECLARED AND ORDERED this 9th of June, 2026, at 11:00 a.m./p.m.

The Honorable Weldon P. Cude
County Judge Atascosa County

ATTEST:

Theresa Carrasco
Atascosa County Clerk





PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

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

New Employee:	Jeffrey C. Dugi
Position:	Investigator
Pay Rate:	\$73,000.00 annually
Salary Budget Area:	\$11,000.00(141-400-401) \$62,000.00(047-400-418)
Start Date:	July 6, 2026
Physical:	pending
Drug Test:	pending

AGENDA REQUEST (GENERAL)

Agenda Item 8.

Meeting Date: 06/22/2026
Item Title: Local Partnership with The National Center for Missing and Exploited Children (NCMEC)
Submitted For: John Rutherford, Constable, Pct. 4

Discuss and/or take appropriate action concerning:

Constable Rutherford:
Pct. 4: Discuss and/or take appropriate action to approve the Local Partnership agreement between the Constable Precinct No. 4 Office with The National Center for Missing and Exploited Children (NCMEC).

ATTACHMENTS

information

LOCAL PARTNERSHIP AGREEMENT

This Local Partnership Agreement (“Agreement”) is made and entered into as of this 22nd day of June 2026 (“Effective Date”), by and between **The National Center for Missing and Exploited Children** (“NCMEC”), a nonprofit organization located at 333 John Carlyle Street, Alexandria, Virginia 22314, and **Atascosa County Constable Precinct 4** (“PROGRAM PARTNER”), a nonprofit Law Enforcement organization located at 744 Highway 281 S, Pleasanton, TX 78064. NCMEC and PROGRAM PARTNER are referred to individually as a “Party” and collectively as the “Parties.”

This Agreement is executed in consideration of the Parties’ mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged. The Parties agree to the following terms and conditions:

1. **Partnership Activities.** NCMEC and PROGRAM PARTNER agree to engage in the activities set forth in the attached Statement of Work (“SOW”) in order to better coordinate development and implementation of consistent, sound practices to protect the safety of children. Each Party shall be responsible for bearing any costs or expenses it incurs associated with each Party’s respective responsibilities set forth in the SOW.
2. **Grant of License.** Each Party grants to the other Party a non-exclusive, non-transferable, limited license to use the Party’s name and logo solely during the Term (as defined below) and solely in connection with this partnership as set forth in this Agreement. All rights to NCMEC’s and PROGRAM PARTNER’s name and logo not expressly granted are reserved to the party that owns such name and logo. NCMEC and PROGRAM PARTNER shall remain the sole owners of their respective names and logos and of the goodwill and reputation associated with such names and logos. Nothing in this Agreement shall be construed as an assignment or grant of any right, title or interest in or to NCMEC’s or PROGRAM PARTNER’s names or logos, except as specifically set forth in this Agreement.
3. **Confidentiality.** NCMEC and PROGRAM PARTNER acknowledge that in performing this Agreement, each Party may acquire information that is confidential (“Confidential Information”) to the other Party. The Parties agree not to disclose each other’s Confidential Information without prior written consent.

Each Party shall take all reasonable care to preserve and protect all Confidential Information using at least the same degree of care used to protect its own confidential information. Each Party shall use Confidential Information only in connection with this Agreement. Information shall not be considered Confidential Information if: (i) it was available to the public without breach of this Agreement; (ii) it was rightfully, and without confidentiality restriction, in a Party's possession before disclosure; (iii) it was received from a third party having a right to disclose such information without restriction and without breach of this Agreement; or (iv) it was independently developed outside of this Agreement without breach of this Agreement. A Party may disclose Confidential Information pursuant to a requirement of a duly empowered government agency or a court of competent jurisdiction provided the Party uses reasonable efforts to notify the other Party prior to any such disclosures. The provisions of this Section shall survive termination or expiration of the Agreement.

4. **Representations and Warranties and Indemnifications.** The Parties represent and warrant that they have the full right, power, and authority to enter into and perform under this Agreement; are not a party to any other agreement or understanding that would be breached by entry into or performance under the Agreement; and shall comply with all applicable federal, state, and local laws, statutes, rules, and regulations in connection with this Agreement.

Except with respect to breaches of Paragraphs 3 and 4, in no event shall either Party be liable to the other Party for any consequential, indirect, incidental, punitive or special damages (including lost profits or loss of goodwill) regardless of the nature of the claim or liabilities to third parties arising from any source, even if such Party has been advised of the possibility of such damages. The cumulative liability of NCMEC to PROGRAM PARTNER and of PROGRAM PARTNER to NCMEC for all claims arising from or relating to this Agreement, including without limitation any cause of action sounding in contract, tort, or strict liability, shall not exceed one U.S. dollar.

Each Party will indemnify, defend, and hold harmless the other Party and the officers, directors, agents, volunteers, affiliates, and employees of the other Party from any and all damages, losses, liabilities, and/or costs (including without limitation attorneys' fees), resulting from any claims, including without limitation third party claims of intellectual property infringement, arising from any act or omission on the part of the Parties with respect to this Agreement, except where liabilities result from the gross negligence or knowing and willful misconduct of the other Party. The non-indemnifying Party shall

give prompt notice of any claim to be indemnified, providing reasonable information and other assistance to the indemnifying Party, and seek to mitigate damages as feasible. This provision shall survive termination or expiration of this Agreement for any reason.

5. **Term and Termination.** This Agreement shall begin as of the Effective Date and remain in effect for one year from the Effective Date. Either Party may terminate this Agreement for any reason or for no reason upon ten (10) calendar days' written notice. Termination or expiration of this Agreement for any reason shall not excuse performance of any obligation to the extent due, owed or accrued as of the termination date.
6. **Public Announcement of Agreement.** Neither Party shall make any public announcement or issue any public release about the existence or terms of this Agreement without the prior written consent of the other Party.
7. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the conflict-of-laws rules or statutes of any jurisdiction. The courts located in the Commonwealth of Virginia shall have exclusive jurisdiction over all claims relating to this Agreement. The Parties agree that they are dealing with each other as independent contractors, and nothing in this Agreement shall be construed as creating or constituting an employee-employer relationship or joint venture. Neither Party may bind the other in contracts with third parties or make promises or representations on behalf of the other Party without such Party's prior written consent. Neither Party may assign or subcontract any part of this Agreement without the other Party's prior written consent. This Agreement shall be binding upon the Parties' respective heirs, successors, and permitted assigns. If any provision of this Agreement is held invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent deemed deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Any and all changes to this Agreement must be authorized in a writing duly executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and in effect on the last date set forth below.

THE NATIONAL CENTER FOR MISSING AND EXPLOITED CHILDREN

Stacy Garrett

Date

Vice President, Content and Community Engagement

ATASCOSA COUNTY CONSTABLE PRECINCT 4

Constable Rutherford

Date

STATEMENT OF WORK

Partnership Level: Collaborator

PROGRAM PARTNER

REQUIREMENTS:

1. Designated Program Partner staff member(s) will complete a half or one-day NetSmartz® and KidSmartz® Authorized Facilitator Training consisting of:
 - a. In-person or online training, hosted regionally by NCMEC
 - b. Pre- and post-training evaluations
 - c. Presentation observation hours
2. Program Partner will schedule presentations throughout the year, including school-based, agency-based and other community-based presentations (in-person or online as appropriate). These may be stand-alone presentations of the NCMEC curriculum, or the material can be included as part of broader safety and prevention presentations.

3. Program Partner will meet attendance target of 250 children and adults within one year of completing facilitator training.
4. Program Partner will report attendance numbers to NCMEC.
5. Program Partner will participate in a program evaluation survey at the end of year one.
6. Program Partner understands that NCMEC will not provide payment or reimbursement in any form to cover costs associated with Program Partner staffing, background checks, or program implementation.
7. Upon NCMEC's request, Program Partner will provide written confirmation that the Designated Program Partner staff members have completed and passed a background check.

NCMEC REQUIREMENTS:

1. NCMEC will provide NetSmartz® and KidSmartz®
Authorized Facilitator Training including:
 - a. Work with Program Partner to schedule training within 90 days of signed agreement
 - b. Pre- and post-training evaluations to ensure knowledge and skill achievement submitted within two weeks of each completed presentation
 - c. Observing presenters and providing feedback
2. NCMEC will provide access to all relevant curricula and resources.
3. NCMEC will provide presentation request referrals.
4. NCMEC will provide ongoing support to Program Partner with an initial check-in and quarterly check-ins with Authorized Facilitators.
5. NCMEC will provide Program Partner with quarterly data reports via online form provided by NCMEC.

AGENDA REQUEST (GENERAL)

Agenda Item 9.

Meeting Date: 06/22/2026
Item Title: Contract for Blood with STB&T
Submitted For: Courtney Grier, EMS Director

Discuss and/or take appropriate action concerning:

Courtney Grier: Discuss and/or take appropriate action to approve the Agreement between
EMS: Atascosa County EMS and South Texas Blood & Tissue Center for whole
blood provider services.

ATTACHMENTS

AGENDA REQUEST (GENERAL)

Agenda Item 10.

Meeting Date: 06/22/2026
Item Title: HAVA Grant Resolution
Submitted For:

Discuss and/or take appropriate action concerning:

Cathy Seiter: Discuss and/or take appropriate action to adopt a Resolution authorizing
Elections: acceptance of the 2025 Help America Vote Act (HAVA) Election Security
Subgrant. Additionally, request approval to designate Cathy Seiter as the
single point of contact (SPOC) for all matters related to the administration and
implementation of the grant.

ATTACHMENTS

information



RESOLUTION

AUTHORIZING THE ACCEPTANCE OF THE 2025 HELP AMERICA VOTE ACT (HAVA) ELECTION SECURITY SUBGRANT

WHEREAS, the Help America Vote Act (HAVA) provides federal funds to states and local jurisdictions to support and improve election systems and the administration of elections; and

WHEREAS, the State of Texas, acting through the Texas Secretary of State, has awarded a 2025 HAVA Election Security Subgrant to Atascosa County, Texas, to support enhancements to the county's election systems and security; and

WHEREAS, the 2025 Subgrant provides state funds in the amount of \$100,000.00 and requires a 20% local match; and

WHEREAS, Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between Atascosa County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

WHEREAS, the funds will be used for the purpose of improving election security, including but not limited to cybersecurity enhancements, secure election equipment, improvements to physical election security, and related training; and

WHEREAS, Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of reimbursement requests and any other required reports.

WHEREAS, Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

WHEREAS, Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

WHEREAS, Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, the Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

WHEREAS, the Texas Secretary of State requires formal acceptance of the Subgrant and authorization for the County Judge to execute all related documents and amendments.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS.

PASSED AND APPROVED this ____ day of _____, 2025, by a vote of ____ in favor and ____ opposed.

WELDON CUDE
COUNTY JUDGE

MARK GILLESPIE
COMMISSIONER PCT #1

MARK BOWEN
COMMISSIONER PCT #2

GEORGE "BUTCH" PAWELEK
COMMISSIONER PCT #3

JOSEPH B. EUSTACE
COMMISSIONER PCT #4

ATTEST:

THERESA CARRASCO
COUNTY CLERK



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

Timothy Gutierrez:

Detention

Discuss and/or take appropriate action concerning personnel:

Superintendent :

New Employee :

Joseph Alaniz

Position:

Juvenile Supervision Officer (Tier III)

Pay Rate:

\$21.11 Hourly

Salary Budget Area:

139-400-403

Start Date:

June 29,2026

Physical:

Pending

Drug Test:

Pending



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

New Employee	Cielo Saenz
Position:	PT Control Technician (Days)
Pay Rate:	\$12.00 Hourly
Salary Budget Area:	039-400-406
Start Date:	June 29,2026
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

New Employee	Luis Tijerina
Position:	PT Control Technician (Nights)
Pay Rate:	\$12.00 Hourly
Salary Budget Area:	039-400-406
Start Date:	June 29,2026
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

New Employee	Nancy Moreno
Position:	Post: ASAP Case Manager
Pay Rate:	\$25.9615 Hourly
Salary Budget Area:	139-400-404
Start Date:	June 7,2026
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee	Donna Hohenstein
Position:	Move from PT Control Tech to Juvenile Supervision Officer (Tier III)
Pay Rate:	\$21.11 Hourly
Salary Budget Area:	039-400-562
Start Date:	June 29,2026
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

Sheriff Guerra:	Discuss and/or take appropriate action concerning personnel:
New Employee:	James Benavides
Position:	Corrections Officer
Pay Rate:	Tier 3: \$23.44 Hourly, 86 Hours Fluctuating, \$200.00 Mo. Uniform, SB22 Eligible, 90-Day County Probation, 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	June 22,2026
Physical:	complete
Drug Test:	complete

AGENDA REQUEST (GENERAL)

Agenda Item 13.

Meeting Date: 06/22/2026
Item Title: Surplus Vehicle Auction
Submitted For: Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra: Discuss and/or take appropriate action for vehicles marked as excess and approve them for auction.

Please see the listed ACSO vehicles below that are marked in excess and available for auction with approval. Twelve vehicles total.

☐

Year:	Make:	Model:	LP:	VIN
2007	Ford	Van	127-3835	1FBNE31L57DA55066
2014	Chevy	Tahoe	115-7111	1GNLC2E00ER159717
2014	Chevy	Tahoe	155-4759	1GNLC2E07ER217029
2017	Chevy	Tahoe	137-0125	1GNLCDEC4HR265274
2017	Chevy	Tahoe	137-0127	1GNLCDEC7HR264054
2019	Chevy	Tahoe	139-4878	1GNLCDEC9KR303749
2020	Chevy	Tahoe	142-3462	1GNLCDEC7LR265732
2020	Chevy	Tahoe	142-3472	1GNLCDEC6LR264815
2020	Chevy	Tahoe	142-3464	1GNLCDECXLR265854
2020	Chevy	Tahoe	142-3471	1GNLCDEC6LR265866
2020	Chevy	Tahoe	142-3465	1GNLCDEC4LR265476
2021	Chevy	Tahoe	146-4085	1GNSCLED2MR343091

Recommendation/Action Requested and Justification

Please see the listed ACSO vehicles below that are marked in excess and available for auction with approval. Twelve vehicles total.

☐

Year:	Make:	Model:	LP:	VIN
2007	Ford	Van	127-3835	1FBNE31L57DA55066
2014	Chevy	Tahoe	115-7111	1GNLC2E00ER159717
2014	Chevy	Tahoe	155-4759	1GNLC2E07ER217029
2017	Chevy	Tahoe	137-0125	1GNLCDEC4HR265274
2017	Chevy	Tahoe	137-0127	1GNLCDEC7HR264054
2019	Chevy	Tahoe	139-4878	1GNLCDEC9KR303749
2020	Chevy	Tahoe	142-3462	1GNLCDEC7LR265732
2020	Chevy	Tahoe	142-3472	1GNLCDEC6LR264815
2020	Chevy	Tahoe	142-3464	1GNLCDECXLR265854
2020	Chevy	Tahoe	142-3471	1GNLCDEC6LR265866
2020	Chevy	Tahoe	142-3465	1GNLCDEC4LR265476
2021	Chevy	Tahoe	146-4085	1GNSCLED2MR343091

AGENDA REQUEST (GENERAL)

Agenda Item 14.

Meeting Date: 06/22/2026

Item Title:

Submitted For: Kayla Fournier, HR

Discuss and/or take appropriate action concerning:

Kayla Fournier: Discuss and/or take appropriate action concerning the 2026-2027 Atascosa County Insurance Plan Renewal with TAC and authorize County Judge Weldon Cude to sign the renewal agreement. The plan coverage is from October 1, 2026 - September 30, 2027. Atascosa County cost increase for the 2026-2027 plan year is 4.0%. The previous plan year cost increase was 1.7%.
H.R:

AGENDA REQUEST (GENERAL)

Agenda Item 15.

Meeting Date: 06/22/2026
Item Title: Discuss implementation of Grant Recipient Agreement
Submitted For: Kayla Fournier, HR

Discuss and/or take appropriate action concerning:

Kayla Fournier: Discuss and/or take appropriate action to approve and implement the Grant
H.R: Funded Pay Acknowledgment and Agreement for County employees paid or
Molly Solis: partially paid with grant funds.
County Attorney:

ATTACHMENTS

Grant Funded Pay Acknowledgment and Agreement



ATASCOSA COUNTY
**GRANT-FUNDED COMPENSATION ACKNOWLEDGMENT
AND AGREEMENT**

Employee Name: _____
Position Title: _____
Department: _____
Grant Program/Funding Source: _____
GI# _____
Effective Date _____

Purpose

This agreement outlines the terms and conditions of compensation provided to the above-named employee through grant funding.

Grant-Funded Compensation Terms

The County agrees to provide the Employee with grant funded compensation in the amount of \$_____ in addition to the Employee's regular County funded compensation for duties and/or responsibilities associated with the above-referenced grant program. This grant- funded compensation amount shall be effective beginning _____ and is anticipated to continue through _____, contingent upon the availability of grant funding and operational needs.

Acknowledgment of Non-Guaranteed Compensation

The Employee acknowledges and understands that:

1. This compensation is grant-funded and may be temporary in nature.
2. The grant-funded compensation is not a guaranteed form of compensation and does not create an expectation of continued payment.
3. The County makes no promise or guarantees of ongoing pay beyond the availability of grant funds, approved program participation, or operational necessity.
4. This grant-funded compensation may be modified, reduced, suspended, or discontinued at any time, with or without notice, due to grant expiration or

suspension, funding reductions, budgetary changes, program modifications, performance concerns, or administrative decisions.

5. This grant-funded compensation amount shall not be considered part of the Employee's base salary or regular wages for purposes of future total compensation calculations, raises, promotions, retirement benefits, leave accruals, or other employment-related benefits unless otherwise required by law or policy.
6. Nothing in this agreement alters the Employee's "at-will" employment status or constitutes a contract for continued employment.

Employee Acknowledgment and Acceptance of Grant-Funded Compensation

By signing below, the Employee acknowledges that they have read and understand the terms of this agreement and understand that grant-funded compensation may be temporary and is not guaranteed.

Employee Signature: _____

Date: _____

Supervisor/Department Head: _____

Date: _____

HR Representative: _____

Date: _____

AGENDA REQUEST (GENERAL)

Agenda Item 16.

Meeting Date: 06/22/2026
Item Title: ROW Permits - Spectrum, Amended Box House
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the
Rural Development: amended Right-of-Way Permit for Spectrum Gulf LLC on Box House Rd. in
Precinct 2.

ATTACHMENTS

Amended Box House Rd ROW Permit

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

Residential Use: _____
FEE: _____

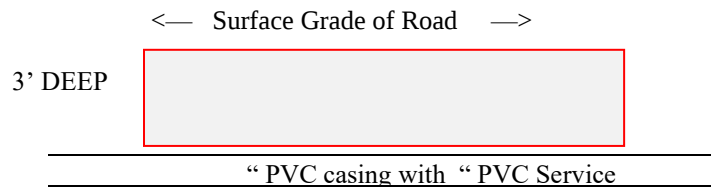
Commercial Use: _____
PAID: _____

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

Date: 02/19/2026

Formal notice is hereby given that Spectrum Gulf LLC
Company proposes to place a 724' of fiber optic cable via directional bore through 2"HDPE conduit
line within the right-of-way of Box House Rd (CR608) in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

(Please see attached map)
—Diagram Location



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

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

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

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

8. Construction of this line will begin on or after the 16th day of March , 2026 .

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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

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

OR

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

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

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

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

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

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

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

FIRM Spectrum Gulf LLC

By (Print) Phillip Gunn

Signature *Phillip Gunn*

Title Telecommunications Planner II

Address 1922 Dry Creek Way, Suite 116

San Antonio, TX 78259

Phone No. 303-788-9168

Fax No. _____

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

To: _____

Roadway Box House Rd (CR608)
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 2 Atascosa County, Texas
Date: _____

UTILITY PERMIT NO.

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

(Please see attached map)

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

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

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

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

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

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

• **General Special Provisions:**

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

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

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

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

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

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

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

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

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

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

Precinct 3 Commissioner:

George "Butch" Pawelek
830-277-1213
76 Yule Ave
Charlotte, TX 78011

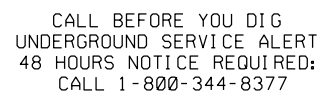
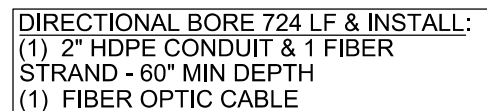
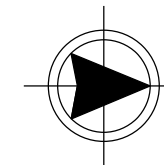
Precinct 2 Commissioner:

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

Precinct 4 Commissioner:

Joseph Eustace
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

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

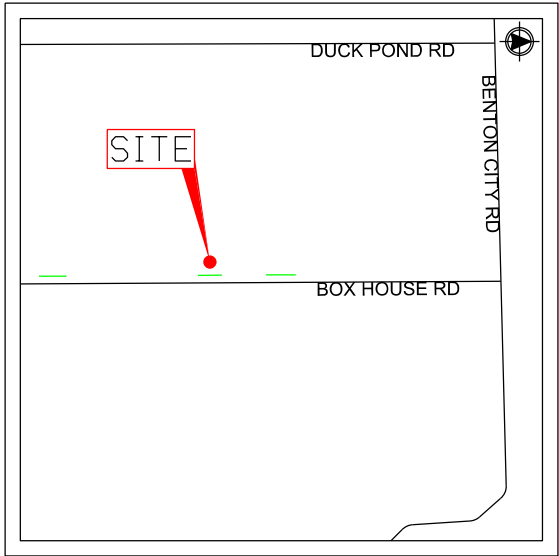


LOCATIONS OF BOX HOUSE RD UTILITIES AND
STRUCTURES WERE NOT MARKED IN FIELD.

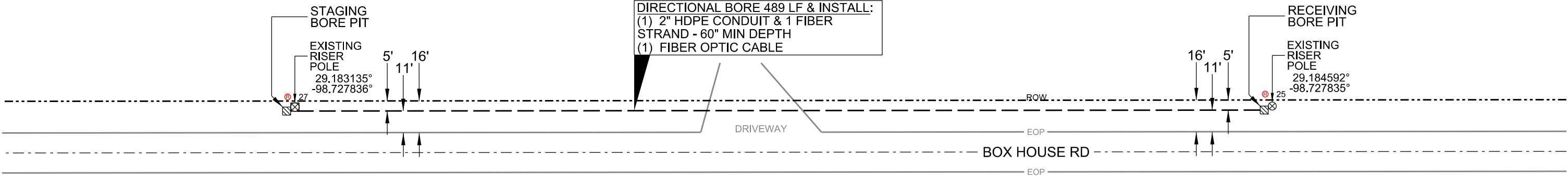
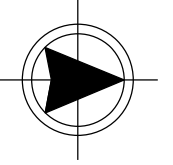
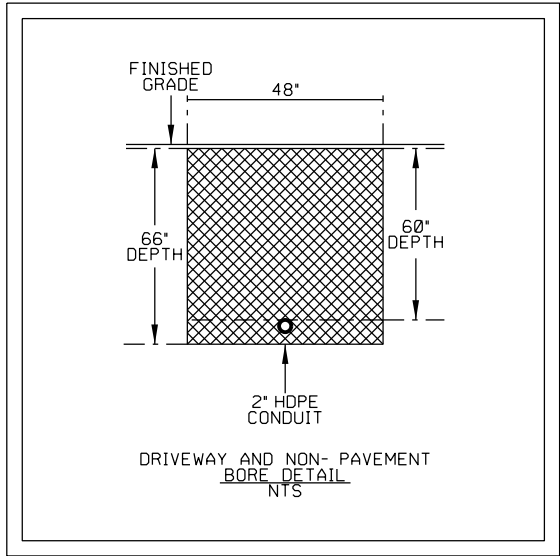
NOTE:
CONTRACTOR WILL MAINTAIN 24" MINIMUM
VERTICAL AND HORIZONTAL CLEARANCE
FROM EXISTING UNDERGROUND UTILITIES
AND STRUCTURES.

NOTE: INFORMATION AND GRAPHICS HEREIN HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT TO SCALE AND THEREFORE NOT PRECISE. EXCAVATOR MUST LOCATE IN THE FIELD AND VERIFY ALL EXISTING UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. ANY DAMAGE CAUSED BY EXCAVATOR MUST BE REPAIRED TO PREWORK CONDITION AT EXCAVATOR'S EXPENSE.





LOCATION MAP
NTS



CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED:
CALL 1-800-344-8377

LOCATIONS OF BOX HOUSE RD UTILITIES AND
STRUCTURES WERE NOT MARKED IN FIELD.

NOTE:
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EXCAVATION. ANY DAMAGE CAUSED BY EXCAVATOR MUST BE REPAIRED TO PREWORK CONDITION
AT EXCAVATOR'S EXPENSE.

Spectrum

PROJECT: MFI SAX QUAIL CREEK 1			
LOCATION: COVEY DR			
DRAFT BY: ENTRUST	DATE: 01-14-2025	SCALE: NTS	APPLICATION: COUNTY PERMIT
PROJECT: 20022223-2	COUNTY: ATASCOSA, TX	PAGE: 2 OF 4	APPROVED BY: J. SKINNER

- BORE PIT
- TELECOM POLE
- CONCRETE POLE
- STEEL POLE
- TRANSFORMER POLE
- POWER POLE

- PROPOSED
- PEDESTAL
 - HANDHOLE
 - PULLBOX
 - VAULT
 - OLT
 - POLE
 - W - WATER UTILITY
 - G - NATURAL GAS UTILITY
 - T - TELECOM UTILITY
 - E - ELECTRIC UTILITY

LEGEND

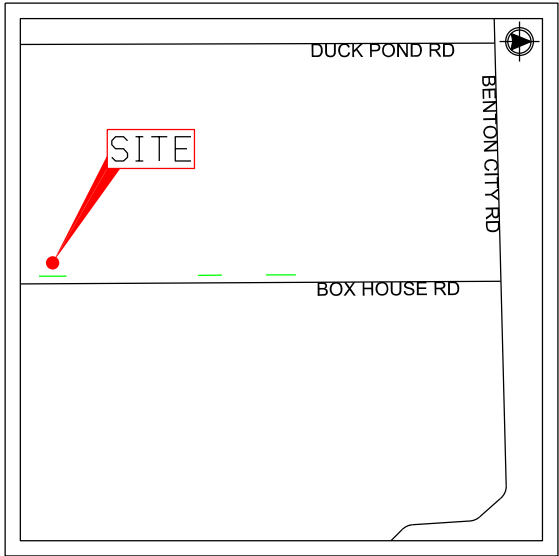
- SS - SANITARY SEWER
- STO - STORM SEWER
- UG - UNDERGROUND
- ROW - RIGHT OF WAY
- PUE - PUBLIC UTILITY EASEMENT
- EOP - EDGE OF PAVEMENT
- EXISTING CURB

- DOWN GUY & ANCHOR
- SIDEWALK GUY & ANCHOR
- AERIAL NEW BUILD
- AERIAL OVERLASH
- NEW UNDERGROUND TRENCH
- NEW UNDERGROUND BORE
- PTEC (PULL THROUGH)

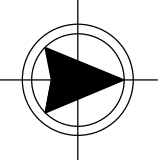
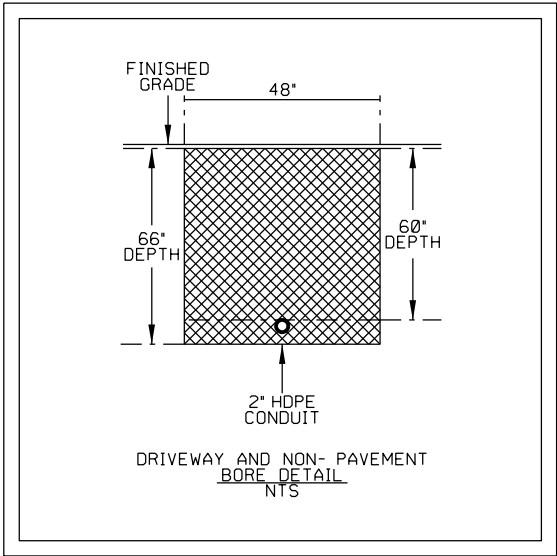
REVISIONS	
DATE	COMMENTS
01-14-2025	GJS
01-14-2025	ADD 2 SEGMENTS

PREPARED BY:

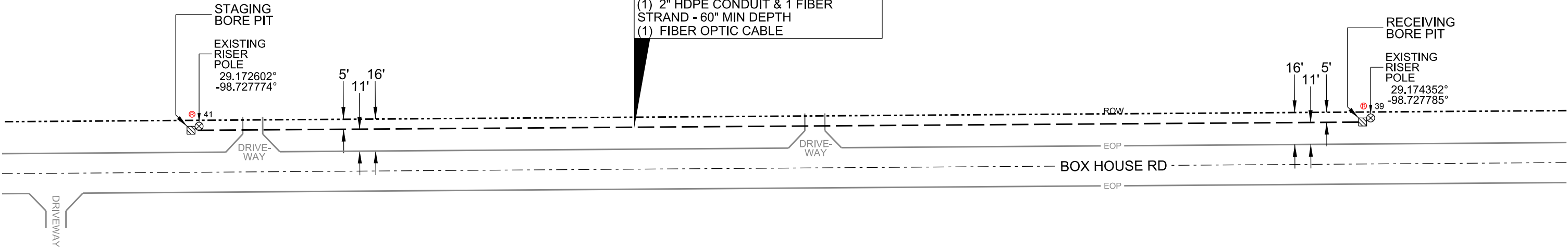




LOCATION MAP
NTS



DIRECTIONAL BORE 586 LF & INSTALL:
(1) 2" HDPE CONDUIT & 1 FIBER
STRAND - 60" MIN DEPTH
(1) FIBER OPTIC CABLE



CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED:
CALL 1-800-344-8377

LOCATIONS OF BOX HOUSE RD UTILITIES AND
STRUCTURES WERE NOT MARKED IN FIELD.

NOTE:
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VERTICAL AND HORIZONTAL CLEARANCE
FROM EXISTING UNDERGROUND UTILITIES
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NOTE:
INFORMATION AND GRAPHICS HEREIN HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD
OBSERVATIONS BUT ARE NOT TO SCALE AND THEREFORE NOT PRECISE. EXCAVATOR MUST LOCATE
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EXCAVATION. ANY DAMAGE CAUSED BY EXCAVATOR MUST BE REPAIRED TO PREWORK CONDITION
AT EXCAVATOR'S EXPENSE.



PROJECT: MFI SAX QUAIL CREEK 1			
LOCATION: COVEY DR			
DRAFT BY: ENTRUST	DATE: 01-14-2025	SCALE: NTS	APPLICATION: COUNTY PERMIT
PROJECT: 20022223-2	COUNTY: ATASCOSA, TX	PAGE: 3 OF 4	APPROVED BY: J. SKINNER

- BORE PIT
- TELECOM POLE
- CONCRETE POLE
- STEEL POLE
- TRANSFORMER POLE
- POWER POLE

- PROPOSED
- PEDESTAL
 - HANDHOLE
 - PULLBOX
 - WATER UTILITY
 - NATURAL GAS UTILITY
 - TELECOM UTILITY
 - ELECTRIC UTILITY
 - VAULT
 - OLT
 - POLE

LEGEND

- SS SANITARY SEWER
- STO STORM SEWER
- UG UNDERGROUND
- ROW RIGHT OF WAY
- PUE PUBLIC UTILITY EASEMENT
- EOP EDGE OF PAVEMENT
- EXISTING CURB

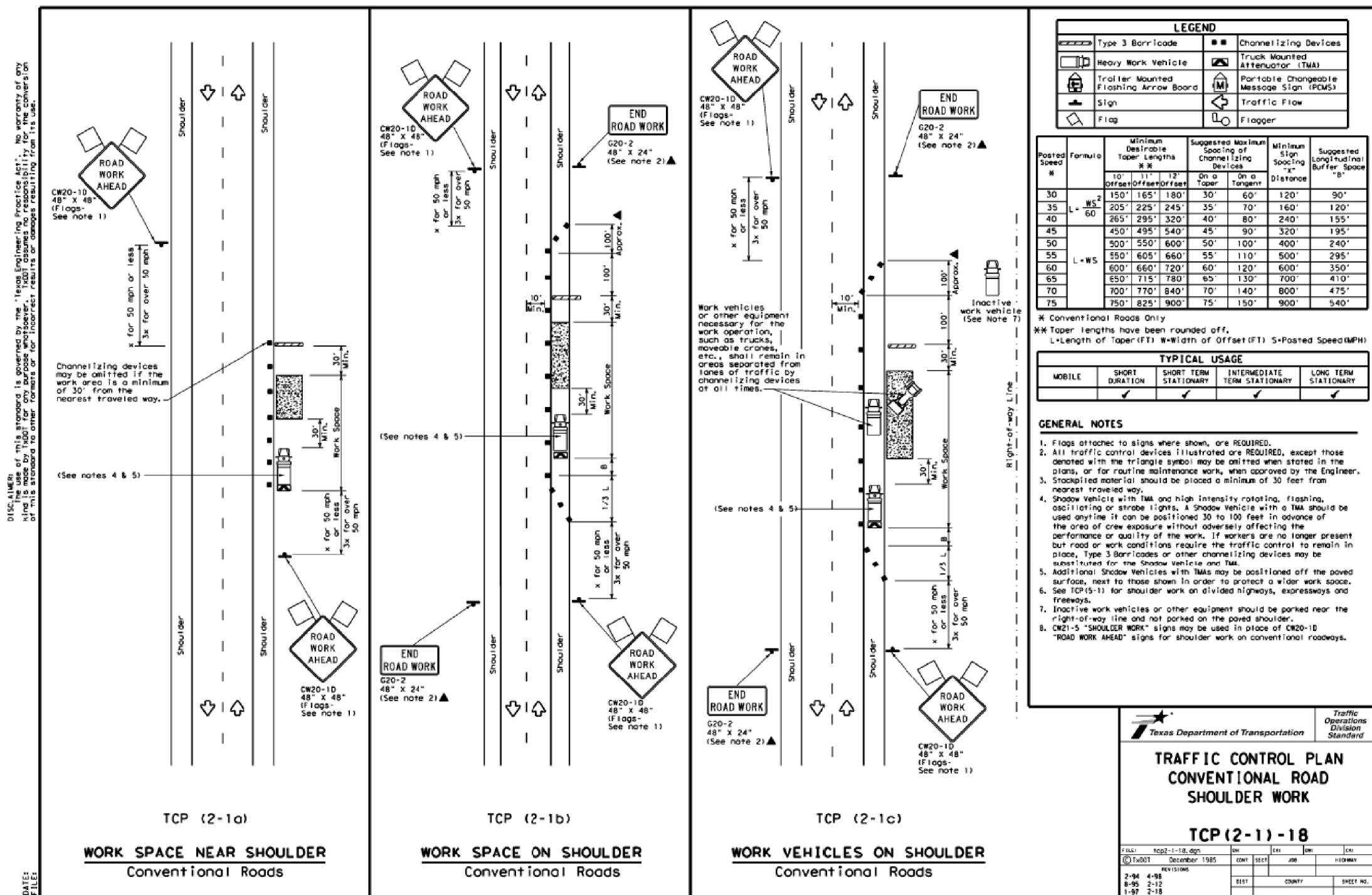
- DOWN GUY & ANCHOR
- SIDEWALK GUY & ANCHOR
- AERIAL NEW BUILD
- AERIAL OVERLASH
- NEW UNDERGROUND TRENCH
- NEW UNDERGROUND BORE
- PTEC (PULL THROUGH)

REVISIONS	
DATE	COMMENTS
01-05-26	ADD 2 SEGMENTS

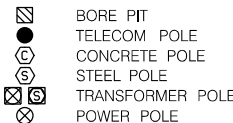
PREPARED BY:



TRAFFIC CONTROL DETAILS



PROJECT:		MFI SAX QUAIL CREEK 1	
LOCATION:		COVEY DR	
DRAFT BY:	DATE:	SCALE:	APPLICATION:
ENTRUST	01-14-2025	NTS	COUNTY PERMIT
PROJECT:	COUNTY:	PAGE:	APPROVED BY:
20022223-2	ATASCOSA, TX	4 OF 4	J. SKINNER



PROPOSED	
□	PEDESTAL
□	HANDHOLE
□	PULLBOX
○	VAULT
○	OLT
○	POLE
— W —	WATER UTILITY
— G —	NATURAL GAS UTILITY
— T —	TELECOM UTILITY
— E —	ELECTRIC UTILITY

LEGEND

— SS —	SANITARY SEWER
— STO —	STORM SEWER
— UG —	UNDERGROUND
— ROW —	RIGHT OF WAY
— PUE —	PUBLIC UTILITY EASEMENT
— EOP —	EDGE OF PAVEMENT
—	EXISTING CURB

—	DOWN GUY & ANCHOR
—	SIDEWALK GUY & ANCHOR
—	AERIAL NEW BUILD
—	AERIAL OVERLASH
—	NEW UNDERGROUND TRENCH
—	NEW UNDERGROUND BORE
—	PTEC (PULL THROUGH)

REVISIONS	
DATE	COMMENTS
06-05-26	GJS
	ADD 2 SEGMENTS

PREPARED BY:



AGENDA REQUEST (GENERAL)

Agenda Item 17.

Meeting Date: 06/22/2026
Item Title: Exception - Andrew Toscano Patton Rd
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the
Rural Certificate of Exception for 10+ acre tracts for Andrew Toscano & Luis Apolinar
Development: off Patton Rd and Hickman Rd in Precinct 2.

ATTACHMENTS

Toscano/Apolinar Packet
Toscano/Apolinar Certificate



Registration for Division of Land in Atascosa County

I ANDREW TOSCANO am the owner of the attached filed division of land located at Abs A00200 GWM Deck Sec. 334, S.7 & 78 Acres (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

- | | | |
|---|--|--|
| ☐ Agricultural Use | ☐ Family | ☒ 10+ Acres |
| ☐ Veterans Land Board | ☐ State Agency | ☐ Political Subdivision |
| ☐ Divided into two parts | ☐ All parts to original owner | |



Date: 5.20.26

Signature:

Printed Name:

ANDREW TOSCANO

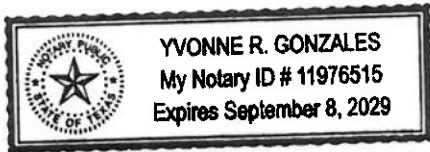
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Brewer

BEFORE ME, the undersigned Notary Public, on this day personally appeared Andrew Toscano, 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 20th day of May, 2026.



Notary Public, in and for
State of Texas



Registration for Division of Land in Atascosa County

I Luis Apolinar, am the owner of the attached filed division of land located at Abs A00200GWM Duck Sv.334, 57.078 Acres (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

- | | | |
|---|--|--|
| ☐ Agricultural Use | ☐ Family | ☒ 10+ Acres |
| ☐ Veterans Land Board | ☐ State Agency | ☐ Political Subdivision |
| ☐ Divided into two parts | ☐ All parts to original owner | |

Adopted 6/27/2022

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS

Theresa Carrasco

Theresa Carrasco, County Clerk
Atascosa County, TX

04/04/2025 12:18 PM 251104
\$ 45.00 LCASTANEDA WDV.

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

Warranty Deed with Vendor's Lien

Date: April 1, 2025

Independence Title/GF# ~~2505086~~ -SOSA/KMP

Grantor: Jose Gustavo Acero, an unmarried man, and Itzel Estrella Robles aka Itzel Cristina Estrella, an unmarried woman

Grantor's Mailing Address: Jose Gustavo Acero: 7 Chipping Glenn, San Antonio, Bexar County, Texas 78257; Itzel Estrella Robles: 7702 Paraiso Circle, Fair Oaks, Bexar County, Texas 78015

Grantee: Luis Manuel Apolinar, a married person, and Andrew Eugene Toscano, a single person

Grantee's Mailing Address: Luis Manuel Apolinar: 7485 Smith Road, Somerset, Bexar County, Texas 78069; Andrew Eugene Toscano: 8 Orsinger Falls, San Antonio, Bexar County, Texas 78230

Consideration: Ten and No/100 (\$10.00) Dollars and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and for the further consideration of the execution and delivery by said grantee of that one certain promissory note in the principal sum of Four Hundred Twenty Four Thousand One Hundred Fifty and 00/100 Dollars (\$424,150.00) payable to the order of Capital Farm Credit, ACA, as agent/nominee upon terms and bearing interest as therein provided, and providing for the acceleration of maturity in the event of default and for attorney's fee, the payment of which note is secured by the vendor's lien herein and is hereby transferred to Capital Farm Credit, ACA, as agent/nominee without recourse on the Grantor and is additionally secured by a Deed of Trust to Jeffrey C. Norte, Trustee.

Property (including any improvements): Being a 57.078 acres of land, more or less, situated in the G.W.M. Duck Survey No. 334, Abstract No. 200, Atascosa County, Texas, and being out of that certain 91.392 acres described in Deed recorded in Volume 395, Page 146, Deed Records of Atascosa County, Texas; said 57.078 acres of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

TOGETHER WITH Ingress/Egress Easements recorded in Volume 395, Page 146, and a 30-foot Easement recorded in Document No. 92635, and subject to those 30-foot easements recorded in Volume 64, Page 184, Document No. 84844 and Document No. 165046, Deed Records of Atascosa County, Texas.

Reservations from Conveyance and Warranty: For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of an undivided One Hundred percent (100%) interest of all oil, gas, and other minerals, owned by Grantor, in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Seller does reserve and retain implied rights of ingress and egress and reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas and other minerals.

Exceptions to Conveyance and Warranty:

- a. **Rights of Parties in Possession.**
- b. **Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements.**
- c. **Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease:**
Recorded: Volume 2386, Page 751, Real Property Records of Bexar County, Texas and Volume 570, Page 142, Deed Records, Atascosa County, Texas.

As affected by Assignment of Overriding Royalty Interest recorded in Volume 585, Page 410, Atascosa County Official Public Records and Document No. 2020-206087, Official Public Records, Bexar County, Texas.

- d. **Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease:**
Recorded: Volume 6063, Page 745, Deed Records, Bexar County, Texas.
- e. **Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease:**
Recorded: Volume 422, Page 36, Deed Records, Bexar County, Texas.
- f. **Electric Line Right-Of-Way Agreement and easement granted to the City of San Antonio, as recorded in Volume 710, Page 253, Deed Records of Atascosa County, Texas, as shown on survey prepared by Mark J. Ewald, RPLS# 5095, dated 6/26/2020, under Job No. 9850A.**
- g. **Electric Line Right-Of-Way Agreement and easement granted to the City of San Antonio, as recorded in Volume 3192, Page 326, Real Property Records of Bexar County, Texas, as shown on survey prepared by Mark J. Ewald, RPLS# 5095, dated 6/26/2020, under Job No. 9850A.**
- h. **A 30 foot wide non-exclusive easement as recorded in Volume 395, Page 146, Deed Records of Atascosa County, Texas, as shown on survey prepared by Mark J. Ewald, RPLS# 5095, dated 6/26/2020, under Job No. 9850A.**
- i. **A 30 foot non-exclusive easement recorded in Doc# 92635, Official Public Records of Atascosa County, Texas, as shown on survey prepared by Mark J. Ewald, RPLS# 5095, dated 6/26/2020, under Job No. 9850A.**
- j. **Rights of third parties to 30 foot non-exclusive and utility easement(s) recorded in Volume 64, Page 184, Deed Records and in Doc# 84844 and Doc# 165046, both in the Official Public Records of Atascosa County, Texas, as shown on survey prepared by Mark J. Ewald, RPLS# 5095, dated 6/26/2020, under Job No. 9850A.**
- k. **Rights of third parties for two 30 foot wide non-exclusive ingress-egress and utility easement(s), 30 feet wide, as recorded in Volume 64, Page 184, Official Public Records of Atascosa County, Texas, as shown on survey prepared by Mark J. Ewald, RPLS# 5095, dated 6/26/2020, under Job No. 9850A.**
- l. **Overhead electric lines, Guy Wire, electric meter(s), telephone pedestal, power pole(s), Tank(s) and Oil Pump/Pads, together with any easement rights related thereto, as shown on survey prepared by Mark J. Ewald, RPLS# 5095, dated 6/26/2020, under Job No. 9850A.**

- m. Subject to the rights or claims of adjoining property owners in and to that portion of the above described property, if any, which lies inside record title boundaries but outside fences, and inside fences but outside record title boundaries. The title policy insures only the most interior of the title line and fence line, as shown on survey prepared by Mark J. Ewald, RPLS# 5095, dated 6/26/2020, under Job No. 9850A.
- n. Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals; together with all rights incident thereto:
Recorded: Doc# 2020206085, Official Public Records, Atascosa County, Texas.
- o. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records.
- p. All leases, grants, exceptions, or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the public records.
- q. Inclusion within the Evergreen Underground Water Conservation District.

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

Capital Farm Credit, ACA, as agent/nominee at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property, as is evidenced by the hereinbefore described \$424,150.00 note. The first and superior Vendor's Lien, as well as the Superior Title to said property is retained herein for the benefit of the said Capital Farm Credit, ACA, as agent/nominee its successors or assigns and shall have the right to release said Vendor's Lien upon the payment of said Note. The Vendor's Lien against and superior title to the property are retained until each note described is fully paid according to its term, at which time this deed will become absolute.

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



Jose Gustavo Acero

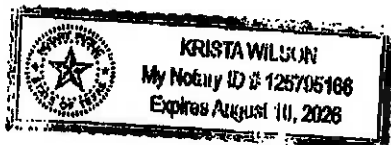


Itzel Estrella Robles
aka Itzel Cristina Estrella

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on this 2nd day of April 2025, by
Jose Gustavo Acero.



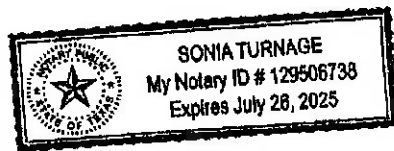


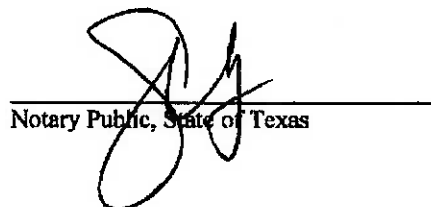
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on this 2nd day of April 2025, by
Itzel Estrella Robles aka Itzel Cristina Estrella.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Luis Manuel Apolinar
7485 Smith Road
Somerset, Texas 78069

AFTER RECORDING RETURN TO:
Andrew Eugene Toscano
8 Orsinger Falls
San Antonio, Texas 78230

EXHIBIT "A"

METES AND BOUNDS

Being 57.078 acres of land, more or less, situated in the G.W. M. Duck Survey No. 334, Abstract No. 200, Atascosa County, Texas, and being out of that certain 91.392 acres described in Deed recorded in Volume 395, Page 146, Deed Records of Atascosa County, Texas, TOGETHER WITH a 30 foot Easement recorded in Volume 395, Page 146 and a 30 foot Easement recorded in Document 92635, and subject to those 30 foot easements recorded in Volume 64, Page 184, Document No. 84844 and Document No. 165046, Deed Records of Atascosa County, Texas, said 57.078 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found (monument of record dignity) for the southwest corner of this 57.078 acres, same being the southeast corner of the Mark Pape 20.50 acres (Document No. 189025), and on the North line of the Mario Hernandez Tract (Document No. 162506), same also being the POINT OF BEGINNING;

THENCE along the line common to this 57.078 acres, and said Pape 20.50 acres, the following courses and distances;

North 00 degrees 25 minutes 22 seconds East, a distance of 763.20 feet to a 12 inch cedar fence post found for an angle corner of this 57.078 acres;

North 63 degrees 57 minutes 54 seconds East, a distance of 34.07 feet to a cedar fence post found for an interior corner of this 57.078 acres;

North 00 degrees 12 minutes 46 seconds East, a distance of 493.35 feet to a 1/2 inch iron rod set for the northwest corner of this 57.078 acres;

THENCE departing the West line and severing said 91.392 acres, the following courses and distances;

North 88 degrees 12 minutes 38 seconds East, a distance of 555.14 feet to a 1/2 inch iron rod capped "WALS" set for an interior corner of this 57.078 acres;

North 00 degrees 10 minutes 41 seconds West, a distance of 279.99 feet to a 1/2 inch iron rod found for the North corner of this 57.078 acres, same being the southwest corner of the Juan Salazar 45.5 acres (Volume 2779, Page 379);

THENCE along the line common to this 57.078 acres, and said Salazar 45.5 acres, South 89 degrees 41 minutes 37 seconds East, a distance of 1065.64 feet to a cedar fence post found for the northeast corner of this 57.078 acres, same being the northwest corner of the Ricky Dodson 1.2 acres (Volume 218, Page 166);

THENCE along the lines common to this 57.078 acres and said Dodson 1.2 acres, the following courses and distances;

South 18 degrees 21 minutes 30 seconds East, a distance of 242.54 feet to a 1/2 inch iron rod found for an interior corner of this 57.078 acres;

South 89 degrees 37 minutes 43 seconds East, a distance of 186.33 feet to a power pole found for the lower northeast corner of this 57.078 acres, same being the southeast corner of said Dodson 1.2 acres, and on the West line of the Alice Brandt 37.824 acres (Volume 121, Page 571);

THENCE along the line common to this 57.078 acres, and said Brandt 37.824 acres, South 00 degrees 50 minutes 49 seconds East, a distance of 631.28 feet to a 1/2 inch iron rod found for an angle corner of this 57.078 acres, same being the northeast corner of the Esther Ramos 4.0 acres (Document No. 165046);

THENCE along the lines common to this 57.078 acres, and said Ramos 4.0 acres, the following courses and distances;

South 86 degrees 30 minutes 15 seconds West, a distance of 300.00 feet to a metal fence post found for an interior corner of this 57.078 acres;

South 00 degrees 12 minutes 59 seconds East, a distance of 582.51 feet to a 1/2 inch iron rod found for the southeast corner of this 57.078 acres, same being the southwest corner of said Ramos 4.0 acres, and on the North line of the Jorge Acevedo 17.758 acres (Document No. 202453);

THENCE along the line common to this 57.078 acres, and said Acevedo 17.758 acres, South 86 degrees 30 minutes 20 seconds West, a distance of 1635.54 feet to to the POINT OF BEGINNING, and containing 57.078 acres of land, more or less.

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

Mark J. Ewald

Mark J. Ewald
Registered Professional Land Surveyor
Texas Registration No. 5095
June 26, 2020



Trihydro Corporation
1672 Independence Drive, Suite 315 * NEW BRAUNFELS, TX. 78130
PHONE (830) 626-3588
jhickman@trihydro.com
TBPELS Firm Registration #10194320

13.43 ACRES
TRACT A

BEING, a 13.43 acre tract of land out of the G.W.M. Duck Survey No. 334, Abstract No. 200, Atascosa County, Texas, and being a portion of a called 57.078 acre tract of land recorded in Document No. 206085, Official Public Records, Atascosa County, Texas (O.P.R.A.C.TX.) and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 29.944 acre tract described in deed to Fredy O. Melgar Solares and Adriana Melgar recorded in Document No. 213953 O.P.R.A.C.TX., marking the southwest corner of a called 13.25 acre tract described in deed to Juan T. Salazar and Fred Galindo, (no record information found - Atascosa County Appraisal District Property ID. No. 55661), same being the most northerly northwest corner of said 57.078 acre tract and the northwest corner of the herein described Tract A;

THENCE, South 89°41'18" East, a distance of 1065.57 feet to a fence post found on the south line of said 13.25 acre tract marking the northwest corner of a called 1.2 acre tract described in deed to Ricky Dale Dodson recorded in Volume 218, Page 166, Deed Records, Atascosa County, Texas (D.R.A.C.TX.), same being the most northerly northeast corner of said 57.078 acre tract and the herein described Tract A;

THENCE, South 18°21'37" East, a distance of 242.41 feet along the common line of said 1.2 acre tract and said 57.078 acre tract to a 1/2-inch iron rod found marking the southwest corner of said 1.2 acre tract, same being an interior corner of said 57.078 acre tract and the herein described Tract A;

THENCE, South 89°30'08" East, a distance of 186.38 feet along the common line of said 1.2 acre tract and said 57.078 acre tract to a power pole found on the west line of a called 39.423 acre tract described in deed to Alice Mackey Brandt, Trustee of the Credit Shelter Trust, recorded in Volume 395, Page 204, D.R.A.C.TX., marking the southeast corner of said 1.2 acre tract, same being the most easterly northeast corner of said 57.078 acre tract and the herein described Tract A;

THENCE, South 00°50'53" East, a distance of 214.77 feet along the common line of said 39.423 acre tract and said 57.078 acre tract to a 1/2-inch iron rod stamped "Trihydro" set marking the southeast corner of the herein described Tract A;

THENCE, departing the common line of said 39.423 acre tract and said 57.078 acre tract, over and across said 57.078 acre tract the following two (2) courses and distances:

1. South 86°48'02" West, a distance of 1260.65 feet to a 1/2-inch iron rod stamped "Trihydro" set for the southwest corner of the herein described Tract A; and
2. North 16°30'55" West, a distance of 253.13 feet to a 1/2-inch iron rod stamped "WALS" found marking an interior corner of said 57.078 acre tract for angle corner of the herein described Tract A, same being the southeast corner of said 29.944 acre tract;

THENCE, North 00°10'08" West, a distance of 279.90 feet along the common line of said 29.944 acre tract and said 57.078 acre tract to the **POINT OF BEGINNING**, and containing 13.43 acres. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey feet.

11.54 ACRES
TRACT B

BEING, a 11.54 acre tract of land out of the G.W.M. Duck Survey No. 334, Abstract No. 200, Atascosa County, Texas, and being a portion of a called 57.078 acre tract of land recorded in Document No. 206085, Official Public Records, Atascosa County, Texas (O.P.R.A.C.TX.) and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found on the west line of a called 39.423 acre tract described in deed to Alice Mackey Brandt, Trustee of the Credit Shelter Trust, recorded in Volume 395, Page 204, Deed Records, Atascosa County, Texas (D.R.A.C.TX.) marking the northeast corner of a called 4.0 acre tract described in deed to Esther H. Ramos and Martin A. Owen recorded in Document No. 165046 O.P.R.A.C.TX., same being the most northerly southeast corner of said 57.078 acre tract and the southeast corner of the herein described Tract B;

Continued on following page

EXHIBIT A 1 OF 4	SURVEY OF TRACTS A, B, C, AND D, BEING PORTIONS OF A CALLED 57.078 ACRE TRACT, OUT OF THE G.W.M. DUCK SURVEY NO. 334, ABSTRACT NO. 200, ATASCOSA COUNTY, TEXAS RECORDED IN DOCUMENT NO. 206085, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS. NOTE: ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET.	DRAWN BY: PME	PREPARED BY:  New Braunfels, Texas Texas Survey Firm 10194320 Texas Engineering Firm F-131 1672 Independence Dr., Ste 315 New Braunfels, Texas 78132 (P) 830/626-3588 (F) 830/626-3544
		CHECKED BY: JMH DATE: 05/19/2025 SCALE: NONE FILE: TXSUR-025-0020	

Trihydro Corporation

1672 Independence Drive, Suite 315 * NEW BRAUNFELS, TX. 78130

PHONE (830) 626-3588

jblackman@trihydro.com

TBPELS Firm Registration #10194320

THENCE, departing the west line of said 39.423 acre tract, over and across said 57.078 acre tract the following three (3) courses and distances:

1. South 86°36'20" West, at a distance of 299.81 feet passing a fence post marking the northwest corner of said 4.0 acre tract and an interior corner of said 57.078 acre tract and continuing for a total distance of 1144.17 feet to a 1/2-inch iron rod stamped "Trihydro" set for corner marking the southwest corner of the herein described Tract B;
2. North 16°30'55" West, a distance of 431.57 feet to a 1/2-inch iron rod stamped "Trihydro" set for corner marking the northwest corner of the herein described Tract B; and
3. North 86°48'02" East, a distance of 1260.65 feet to a 1/2-inch iron rod stamped "Trihydro" set on the common line of said 39.423 acre tract and said 57.078 acre tract marking the northeast corner of the herein described Tract B;

THENCE, South 00°50'53" East, a distance of 416.43 feet along the common line of said 39.423 acre tract and said 57.078 acre tract to the **POINT OF BEGINNING**, and containing 11.54 acres. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey feet.

**11.52 ACRES
TRACT C**

BEING, a 11.52 acre tract of land out of the G.W.M. Duck Survey No. 334, Abstract No. 200, Atascosa County, Texas, and being a portion of a called 57.078 acre tract of land recorded in Document No. 206085, Official Public Records, Atascosa County, Texas (O.P.R.A.C.TX.) and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found on the north line of a called 17.758 acre tract described in deed to Jorge and Irma N. Acevedo recorded in Document No. 202453 O.P.R.A.C.TX., marking the southwest corner of a called 4.0 acre tract described in deed to Esther H. Ramos and Martin A. Owen recorded in Document No. 165046 O.P.R.A.C.TX., same being the most southerly southeast corner of said 57.078 acre tract and the southeast corner of the herein described Tract C;

THENCE, South 86°29'41" West, a distance of 879.08 feet along the common line of said 17.758 acre tract and said 57.078 acre tract to a 1/2-inch iron rod stamped "Trihydro" set on the common line of said 57.078 acre tract and a called 12.357 acre tract described in deed to Mario Hernandez recorded in Document No. 162506, O.P.R.A.C.TX., marking the southwest corner of the herein described Tract C;

THENCE, departing the common line of said 12.357 acre tract and said 57.078 acre tract, over and across said 57.078 acre tract the following two (2) courses and distances:

1. North 03°10'38" East, a distance of 587.22 feet to a 1/2-inch iron rod stamped "Trihydro" set marking the northwest corner of the herein described Tract C; and
2. North 86°36'20" East, a distance of 844.36 feet to a fence post found for corner marking an interior corner of said 57.078 acre tract and the northwest corner of said 4.0 acre tract, same being the northeast corner of the herein described Tract C;

THENCE, South 00°11'53" East, a distance of 582.56 feet along the common line of said 4.0 acre tract and said 57.078 acre tract to the **POINT OF BEGINNING**, and containing 11.52 acres. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey feet.

**20.56 ACRES
TRACT D**

BEING, a 20.56 acre tract of land out of the G.W.M. Duck Survey No. 334, Abstract No. 200, Atascosa County, Texas, and being a portion of a called 57.078 acre tract of land recorded in Document No. 206085, Official Public Records, Atascosa County, Texas (O.P.R.A.C.TX.) and being more particularly described as follows:

Continued on following page

EXHIBIT

A

2 OF 4

SURVEY OF TRACTS A, B, C, AND D, BEING PORTIONS OF A CALLED 57.078 ACRE TRACT, OUT OF THE G.W.M. DUCK SURVEY NO. 334, ABSTRACT NO. 200, ATASCOSA COUNTY, TEXAS RECORDED IN DOCUMENT NO. 206085, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS.

NOTE: ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET.

DRAWN BY: PME

CHECKED BY: JMH

DATE: 05/19/2025

SCALE: NONE

FILE: TXSUR-025-0020

PREPARED BY:



Trihydro
www.trihydro.com
Texas Survey Firm 10194320
Texas Engineering Firm F-131
1672 Independence Dr., Ste 315
New Braunfels, Texas 78132
(P) 830/626-3588 (F) 830/626-3544

Trihydro Corporation

1672 Independence Drive, Suite 315 * NEW BRAUNFELS, TX. 78130

PHONE (830) 626-3588

jhickman@trihydro.com

TBPELS Firm Registration #10194320

BEGINNING at a 1/2-inch iron rod stamped "WALS" found on the east line of a called 20.5 acre tract described in deed to Mark Wayne Pape recorded in Volume 396, Page 192, Deed Records, Atascosa County, Texas, (D.R.A.C.TX.) marking the southwest corner of a called 29.944 acre tract described in deed to Fredy O. Melgar Solares and Adriana Melgar recorded in Document No. 213953, O.P.R.A.C.TX., same being the most southerly northwest corner of said 57.078 acre tract and the northwest corner of the herein described Tract D;

THENCE, North 88°14'29" East, a distance of 549.66 feet along the common line of said 29.944 acre tract and said 57.078 acre tract to a 1/2-inch iron rod stamped "WALS" found marking the southeast corner of said 29.944 acre tract, same being an interior corner of said 57.078 acre tract and the northeast corner of the herein described Tract D;

THENCE, departing the common corner of said 29.944 acre tract and said 57.078 acre tract, over and across said 57.078 acre tract the following two (2) courses and distances:

1. South 16°30'55" East, a distance of 684.70 feet to a 1/2-inch iron rod stamped "Trihydro" set for angle point of the herein described Tract D; and
2. South 03°10'38" West, a distance of 587.22 feet to a 1/2-inch iron rod stamped "Trihydro" set on the common line of said 57.078 acre tract and a called 12.357 acre tract described in deed to Mario Hernandez recorded in Document No. 162506, O.P.R.A.C.TX., marking the southeast corner of the herein described Tract D;

THENCE, South 86°29'41" West, a distance of 756.55 feet to a 1/2-inch iron rod found on the north line of said 12.357 acre tract marking the southeast corner of a called 17.13 acre tract described in deed to Mark Wayne Pape recorded in Volume 686, Page 451, D.R.A.C.TX., same being the southwest corner of said 57.078 acre tract and the herein described Tract D;

THENCE, North 00°25'31" East, a distance of 763.66 feet along the common line of said 17.13 acre tract and said 57.078 acre tract to a fence post found marking an interior corner of said 17.13 acre tract same being an exterior corner of said 57.078 acre tract and the herein described Tract D;

THENCE, North 63°08'03" East, a distance of 33.77 feet along the common line of said 17.13 acre tract and said 57.078 acre tract to a 1/2-inch iron rod found marking an exterior corner of said 17.13 acre tract same being an interior corner of said 57.078 acre tract and the herein described Tract D;

THENCE, North 00°54'38" East, a distance of 493.32 feet along the common line of said 17.13 acre tract, said 20.5 acre tract and said 57.078 acre tract to the **POINT OF BEGINNING**, and containing 20.56 acres. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey feet.

John Mark Hickman

John Mark Hickman, RPLS 7001

Job No.: TXSUR-025-0020

Date: 05/19/2025



EXHIBIT

A

3 OF 4

SURVEY OF TRACTS A, B, C, AND D, BEING PORTIONS OF A CALLED 57.078 ACRE TRACT, OUT OF THE G.W.M. DUCK SURVEY NO. 334, ABSTRACT NO. 200, ATASCOSA COUNTY, TEXAS RECORDED IN DOCUMENT NO. 206085, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS.

NOTE: ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET.

DRAWN BY: PME

CHECKED BY: JMH

DATE: 03/18/2025

SCALE: NONE

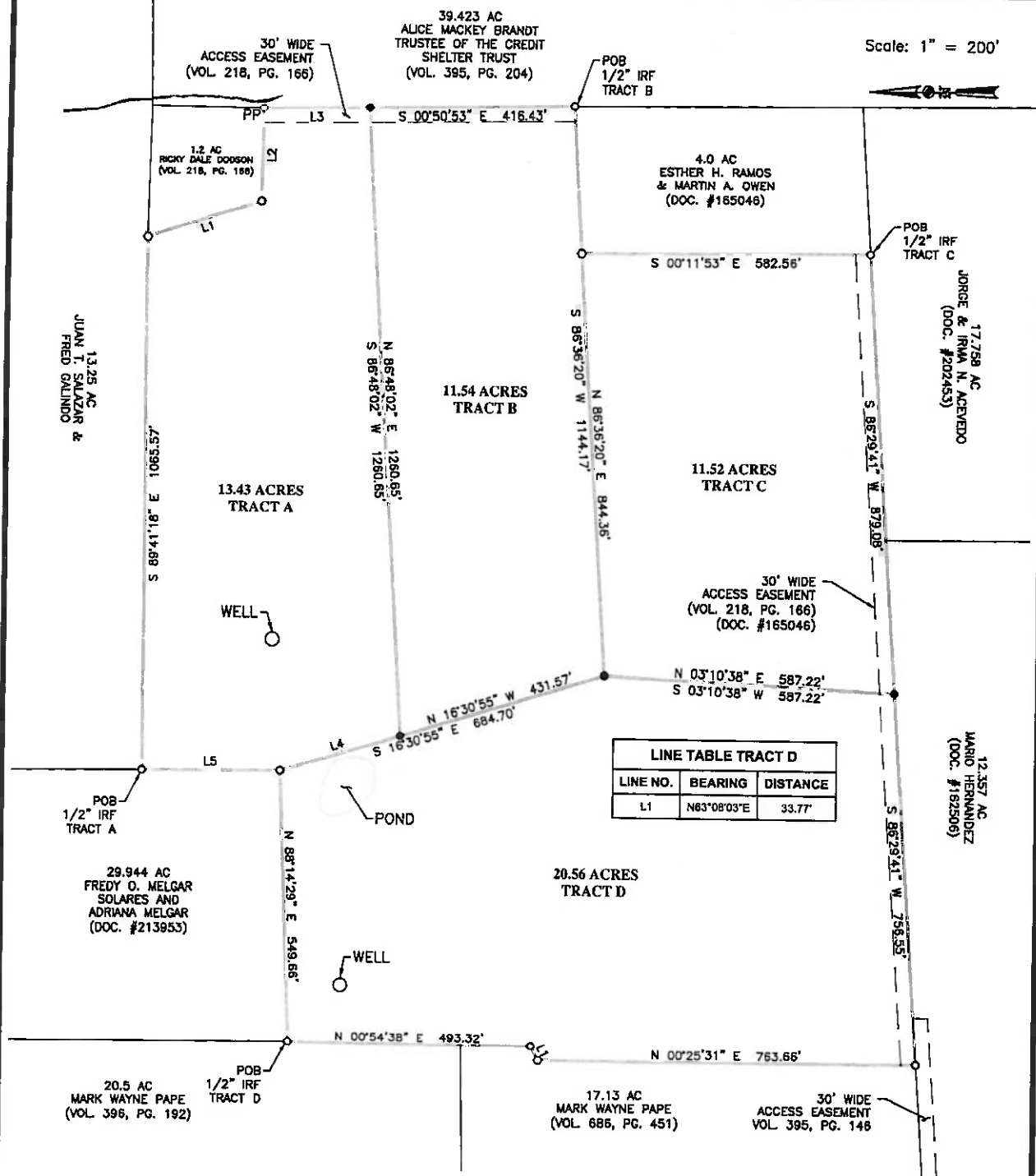
FILE: TXSUR-025-0020

PREPARED BY:



John Mark Hickman
Texas Survey Firm 10194320
Texas Engineering Firm F-131
1672 Independence Dr., Ste 315
New Braunfels, Texas 78132
(P) 830.626.3588 (F) 830.626.3544

Scale: 1" = 200'



LINE TABLE TRACT D		
LINE NO.	BEARING	DISTANCE
L1	N63°08'03"E	33.77'

LINE TABLE TRACT A		
LINE NO.	BEARING	DISTANCE
L1	S18°21'37"E	242.41'
L2	S89°30'08"E	186.38'
L3	S00°50'53"E	214.77'
L4	N16°30'55"W	253.13'
L5	N00°10'08"W	279.90'

LEGEND:

- PP POWER POLE
- POB POINT OF BEGINNING
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- SET 1/2" REBAR
- POST FOUND

ADDRESS: 1480 PATTON RD.

REFERENCES: VOL. 121, PG. 571
VOL. 218, PG. 166
DOC. #162506
DOC. #206085
DOC. #213953



NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY BE OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY THAT WOULD BE SHOWN ON SAID REPORT. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

John Mark Hickman
JOHN MARK HICKMAN
REGISTERED PROFESSIONAL LAND SURVEYOR
7001
TEXAS REGISTRATION NO.
JOB # TXSUR-025-0020
DATE: 5/18/25

EXHIBIT

A

4 OF 4

SURVEY OF TRACTS A, B, C, AND D, BEING PORTIONS OF A CALLED 57.078 ACRE TRACT, OUT OF THE G.W.M. DUCK SURVEY NO. 334, ABSTRACT NO. 200, ATASCOSA COUNTY, TEXAS RECORDED IN DOCUMENT NO. 206085, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS.

NOTE: ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4264) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET.

DRAWN BY: PME

CHECKED BY: JMH

FIELD WORK: 05/14/2025

SCALE: AS SHOWN

FILE: TXSUR-025-0020

PREPARED BY:



CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 4 tracts of land out of an original 57.078 acres, more or less, described in a Deed, Instrument Number 251104, Official Public Records, Atascosa County, Texas, and being currently owned by Luis Manuel Apolinar & Andrew Eugene Tuscano, 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 _____, 2026.

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 18.

Meeting Date: 06/22/2026
Item Title: Subdivision - Poteet Crossing
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the
Rural Final Plat of the Poteet Crossing Subdivision on W. Gates Valley Rd. in
Development: Precinct 3.

ATTACHMENTS

Final Plat - Poteet Crossing

CERTIFICATE OF THE PRECINCT COMMISSIONER

I, THE UNDERSIGNED COMMISSIONER IN THE PRECINCT IN WHICH THE LAND SURVEYED 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.

_____, DATE: _____
COMMISSIONER PRECINCT 3

- Notes:
1. Poteet Crossing is a seven (7) lot subdivision.
 2. This subdivision is in the Poteet ISD.
 3. 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.
 4. 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.
 5. This subdivision shown hereon is apparently not located within "Zone A" Special Flood Hazard Area, as shown on the Flood Insurance Rate Map Number 48013C0200C for Atascosa County, Texas, dated November 4, 2010 as published by the Federal Emergency Management Agency (approximate location scaled from FIRM, provided by FEMA).
 6. No homes are to be built or brought onto the lot until floodplain permits have been obtained and application for septic permit is submitted.
 7. 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.
 8. 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.
 9. Proposed utilities to be provided by:
Water: BENTON CITY WATER SUPPLY CORPORATION
Wastewater: conventional on-site septic
Electric: KARNES ELECTRIC CO-OP INC.

10. STANDARD SUBDIVISION EASEMENT FOR PLATS WITHIN THE SERVICE AREA OF KARNES ELECTRIC CO-OP INC., It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten feet (10') of the rear, front and side lines of all lots and/or tracts and in streets, alleys, boulevards, lanes, and roads of this subdivision, and ten feet (10') along the outer boundaries of all streets, alleys, boulevards, lanes and roads where subdivision lines or lots of individual tracts are deeded to the centerline of the roadway. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots/or tracts of this subdivision.
11. 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.
12. All lots have been designed in compliance with the rules of Atascosa County for on-site sewage facilities.
13. Lots within this subdivision are restricted to one single family residence per lot and prohibits TCEQ Regulated Development.
14. The approximate location of the contours shown, were scaled from a USDA topographic map.
15. 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 the office of the County Clerk of Atascosa County, Texas and be stated in the deed restrictions.
16. Atascosa CAD legal description: ABS A00255 D FORREST SV-1049,91.48 ACRES, PID: 12237.

COMMISSIONERS COURT APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS,
THIS _____ DAY OF _____, 2026.

ATASCOSA COUNTY JUDGE

COMMISSIONER PRECINCT 1
COMMISSIONER PRECINCT 2

COMMISSIONER PRECINCT 3
COMMISSIONER PRECINCT 4

CERTIFICATE OF COUNTY ATTORNEY

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

_____, DATE: _____
COUNTY ATTORNEY

Easement Certificate

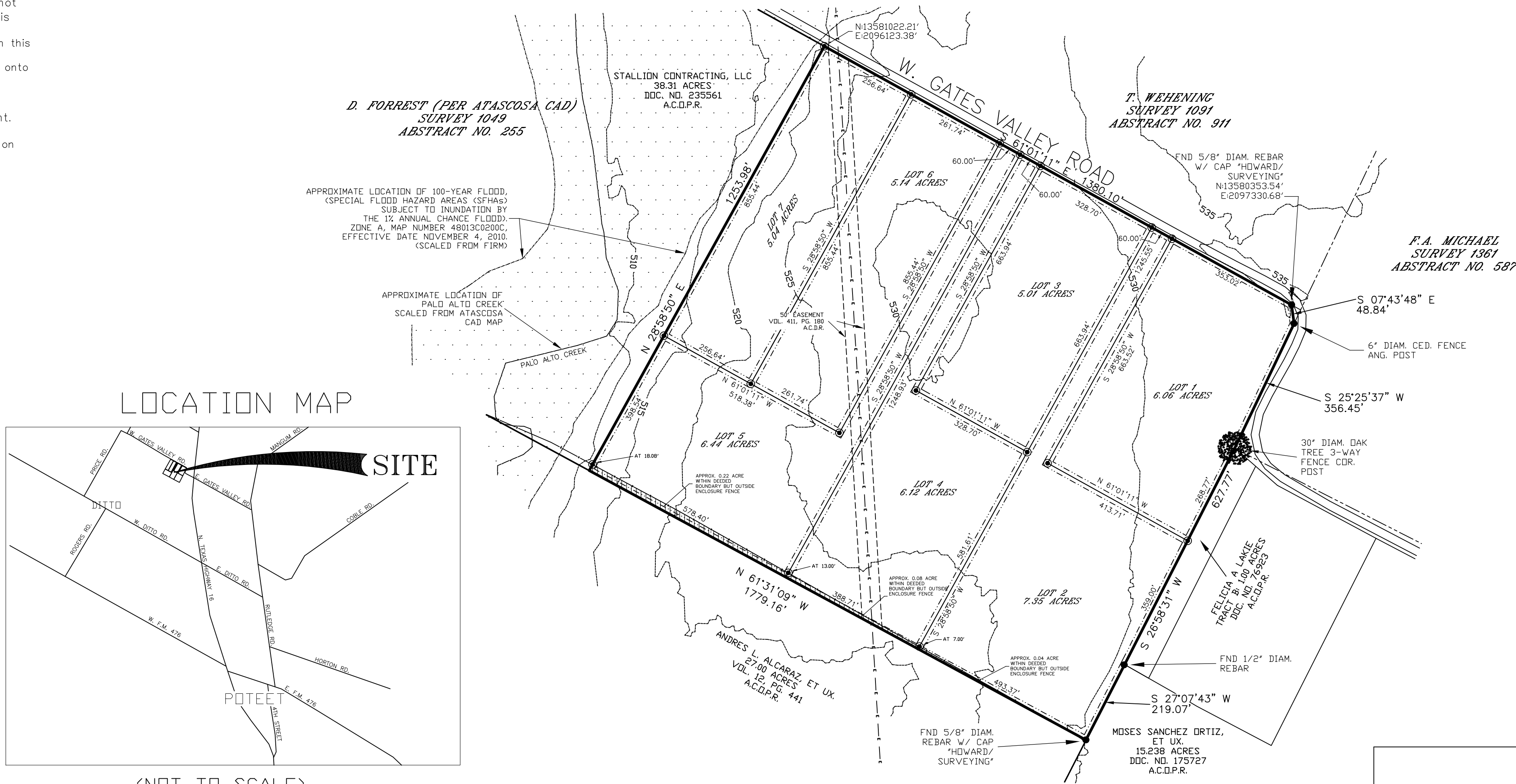
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO BENTON CITY WATER SUPPLY CORPORATION OF LYTLE, TEXAS, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY OVER AND ACROSS THOSE AREAS MARKED AS "WATERLINE EASEMENT" AND IN ALL STREETS AND BYWAYS, SUCH PIPELINES, SERVICE LINES, WATER METERS, AND OTHER WATER SYSTEM APPURTENANCES AS IT REQUIRES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, THE RIGHT TO REMOVE FROM SAID LAND ALL TREES, SHRUBS, GRASSES, PAVEMENTS, FENCES, STRUCTURES, IMPROVEMENTS OR OTHER OBSTRUCTIONS WHICH MAY INTERFERE WITH THE FACILITY OR THE ACCESS THERETO, IT IS AGREED AND UNDERSTOOD THAT NO BUILDING CONCRETE SLAB OR WALL WILL BE PLACED WITHIN SAID EASEMENT AREAS. NO OTHER UTILITY LINES MAY BE LOCATED WITHIN 36" PARALLEL TO WATER LINES.

ANY MONETARY LOSS TO BENTON CITY WSC RESULTING FROM MODIFICATIONS REQUIRED OF UTILITY EQUIPMENT LOCATED WITHIN SAID EASEMENTS DUE TO GRADE CHANGE OR GROUND ELEVATION ALTERATION SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS. UPON ENTERING IN AND UPON SAID EASEMENT, THE DISTRICT WILL ENDEAVOR TO RESTORE THE LAND SURFACE TO A USABLE CONDITION BUT IS NOT OBLIGATED TO RESTORE IT TO A PRE EXISTING CONDITION.

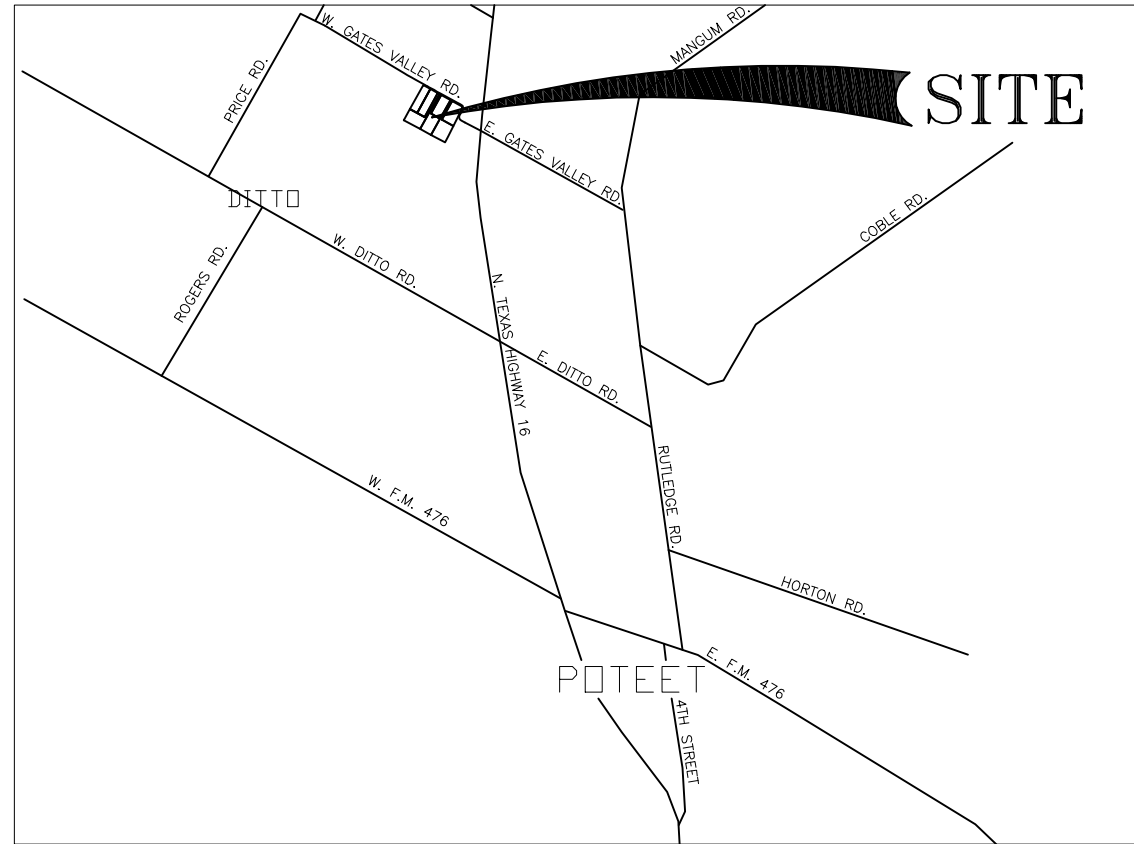
THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED FOR EASEMENTS, UPON REQUEST OF THE CUSTOMER AND PAYMENT OF THE REQUIRED FEES, THE WSC WILL PROVIDE DOMESTIC WATER SERVICE TO EACH LOT IN THIS SUBDIVISION, BY AGREEMENT WITH THE DEVELOPER.

BENTON CITY WATER SUPPLY CORPORATION

DATE



LOCATION MAP



(NOT TO SCALE)

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: DOS MAVERICKS, LLC
CHAD FOSTER
106 N. EAST STREET
UVALDE, TX 78801

Date

STATE OF TEXAS
COUNTY OF ATASCOSA

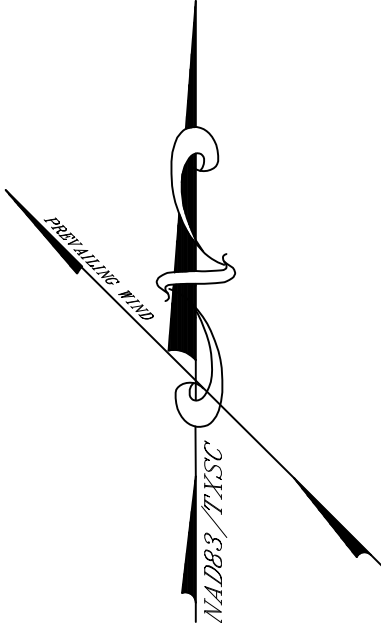
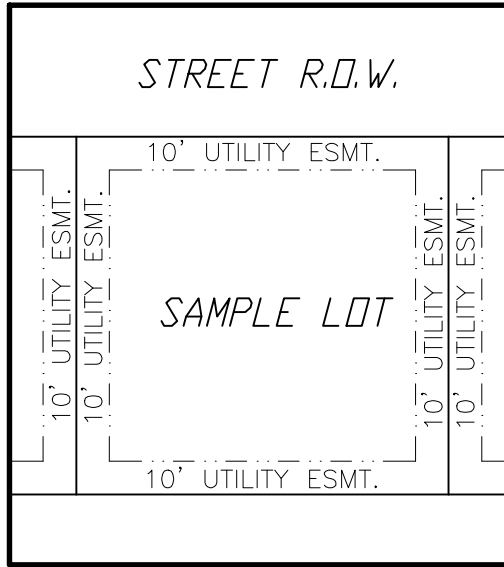
Before me, the undersigned authority, personally appeared _____, known to me to be the person(s) whose name subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed in the capacity therein stated.

Subscribed before me this _____ day of _____, 2026.

Notary Public, County of _____

LOT	ACREAGE
LOT 1	6.06 AC
LOT 2	7.35 AC
LOT 3	5.01 AC
LOT 4	6.12 AC
LOT 5	6.44 AC
LOT 6	5.14 AC
LOT 7	5.04 AC

TYPICAL
UTILITY EASEMENT



SCALE: 1" = 200'

STATE OF TEXAS:
COUNTY OF UVALDE:

STATE OF TEXAS:
COUNTY OF KENDALL:

I, MARK E. LOGRBRINCK, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY MEN WORKING UNDER MY SUPERVISION AND THAT SAME IS TRUE AND CORRECT ACCORDING TO SAID SURVEY. THE PLAT AS PREPARED HAS A LIKENESS OF MY SEAL, IN THE COLOR RED, HEREON, AND IS ALSO EMBOSSED WITH MY IMPRESSION SEAL. IF THIS PLAT DOES NOT HAVE THESE TWO CONDITIONS FULFILLED, IT IS A COPY AND MAY HAVE BEEN ALTERED. I ASSUME NO RESPONSIBILITY FOR COPIES OF THE PLAT OTHER THAN THE COPIES BEARING MY ORIGINAL SEALS AND SIGNATURE.

COMPLETED: JANUARY 26, 2026

PRELIMINARY
DO NOT RECORD FOR ANY
PURPOSE

Mark E. Logrbrinck

REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6418
JOB. NO. 22-0267 SUBDIVISION

COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO:

TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
1917 S. INTERSTATE 35
AUSTIN, TEXAS 78741

NOTES:

COURSES, DISTANCES AND AREAS SHOWN ARE GRID AND CONFORM TO TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983, TEXAS SOUTH CENTRAL ZONE.

WARNING: UNAUTHORIZED ALTERATION OF CERTIFIED MATERIAL IS FORGERY.

Smyth Surveyors, Inc.

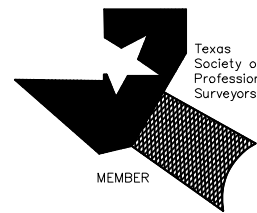
FIRM #10008800

P.O. BOX 375

KNIPPA, TX 78870

PHONE 830-591-0858

THIS GRAPHIC WORK REPRESENTS THE RESULTS OF A SURVEY BEING PROVIDED BY SMYTH SURVEYORS, INC. SOLELY FOR THE EXCLUSIVE USE OF THE PARTIES SHOWN HEREON AND FOR THE PURPOSE SHOWN ABOVE. THE GRAPHIC REPRESENTATION SHOWN HEREON DEPICTS CERTAIN CONDITIONS FOUND EXISTING AS OF THE DATE OF THE ACTUAL SURVEY AND IS LIMITED TO THESE CONDITIONS FOUND AT THAT TIME. ALL RIGHTS RESERVED, COPYRIGHT 2026, SMYTH SURVEYORS, INC. ©



PREPARED FOR:
DOS MAVERICKS, LLC
106 N. EAST STREET
UVALDE, TX 78801

PURPOSE OF SURVEY:
SUBDIVISION

POTEET CROSSING

Being a Subdivision of 41.16 acres, more or less, of land lying in Atascosa County, Texas, being out of and a part of D. Forrest (per Atascosa CAD) Survey 1049, Abstract No. 255, and also being out of and a part of that same certain tract called 155.23 acres as described in conveyance document to Dos Mavericks, LLC, recorded in Document Number 227358 of the Atascosa County Official Public Records, Atascosa County, Texas.

AGENDA REQUEST (GENERAL)

Agenda Item 19.

Meeting Date: 06/22/2026
Item Title: Exception - Cruz S State Highway 16
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the
Rural Certificate of Exception for the Cruz Family on S. State Highway 16 in Precinct
Development: 4.

ATTACHMENTS

Cruz - Certificate
Cruz - Registration Packet

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 1 tract of land out of an original 80 acres, more or less, described in a Deed, Book Number 284, Page Number 165, Official Public Records, Atascosa County, Texas, and being currently owned by Henry Cruz 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 Family 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 _____, 2026.

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



Registration for Division of Land in Atascosa County

I Henry Cruz, am the owner of the attached filed division of land located at SS Farms, Lot 5102-5105, Acres 80 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

☐ Agricultural Use

☒ Family

☐ 10+ Acres

☐ Veterans Land Board

☐ State Agency

☐ Political Subdivision

☐ Divided into two parts

☐ All parts to original owner



Date: 6/9/2026

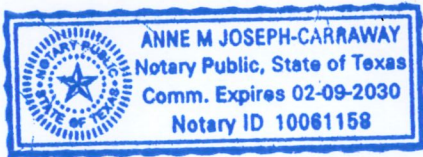
Signature: [Handwritten Signature]
Printed Name: Henry Cruz

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Atascosa

BEFORE ME, the undersigned Notary Public, on this day personally appeared Henry Cruz, 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 June 9, 2026.



Anne M Joseph-Carraway

Notary Public, in and for
State of Texas

2004 AUG 18 PM 2:20 (2)

LAQUITA HENDERSON
ATASCOSA COUNTY CLERKBY *Shirley* FIFTY \$11.00

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.

CWD MARY LEE MAYS LIVING TRUST TO HENRY CRUZ

CASH WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF ATASCOSA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARY LEE MAYS, Trustee of the MARY LEE MAYS LIVING TRUST created by Trust Agreement dated August 16, 1996, of Nueces County, Texas, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged;

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto HENRY CRUZ, whose address is 801 Willow, Jourdanton, Atascosa County, Texas 78026, the following described real property, lying and being situated in Atascosa County, Texas, to-wit:

BEING S.S. Farm Tracts Numbers 5102, 5103, 5104 and 5105 containing 20 acres of land each, more or less, aggregating in all 80 acres of land, more or less, all being out of the Dr. Chas F. Simmons' 95,000 acre Subdivision, situated in Atascosa County, Texas, as per map or plat of said Subdivision recorded in Vol. 37, Deed Records of Atascosa County, Texas.

This conveyance and the hereinafter warranty are expressly made subject to the following:

(a) Any visible or apparent roadway or easement over or across the subject property, the existence of which does not appear of record.

(b) Easement dated October 14, 1976, executed by V. T. Blalock, et ux to McCoy Water Supply Co., recorded in Vol. 457, Page 197 of the Deed Records of Atascosa County, Texas.

(c) Oil Lease dated February 28, 1980, executed by Mildred K. Kuykendall to William Peavy, Trustee, recorded in Vol. 522, Page 21, Deed Records of Atascosa County, Texas.

(d) Mineral and/or Royalty Reservation as set out in Assumption Warranty Deed dated September 30, 1980, executed by Mildred K. Kuykendall to Mary Lee Mays, recorded in Vol. 534, Page 145, Deed Records of Atascosa County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said HENRY CRUZ, his heirs and assigns forever; and I do hereby bind myself, my successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the

said HENRY CRUZ, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

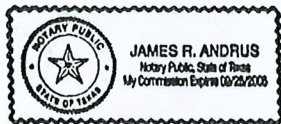
EXECUTED this 18th day of August, 2004.

Mary Lee Mays, Trustee
MARY LEE MAYS, Trustee of the Mary Lee
Mays Living Trust

THE STATE OF TEXAS §
COUNTY OF ATASCOSA §

This instrument was acknowledged before me this 18th day of August, 2004,
by MARY LEE MAYS, Trustee of the Mary Lee Mays Living Trust.

James R. Andrus
NOTARY PUBLIC, STATE OF TEXAS



After Recording Return to:
Henry Cruz
801 Willow
Jourdan, Texas 78026

GF# 9103MAC

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

STATE OF TEXAS COUNTY OF ATASCOSA

I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly
recorded in the volume and page of the OPR
records of Atascosa County, Texas stamped hereon
by me.



RECORDING DATE
AUG 19 2004
LAQUITA HAYDEN

COUNTY CLERK Atascosa County, Texas
By A. Steinle Deputy

State of Texas
County of Atascosa

Field notes for a tract of land containing 6.50 acres, being 3.49 acres out of Tract 5102, 1.83 acres out of Tract 5103, and 1.18 acres out of Tract 5104, of the Dr. Chas F. Simmons 95,000 acre Subdivision, Atascosa County, Texas, as shown on the accompanying Exhibit of Survey, prepared for Megan Cruz, on May 7, 2026, and under Job No. 26-3867.

A tract of land containing 6.50 acres, being 3.49 acres out of Tract 5102, 1.83 acres out of Tract 5103, and 1.18 acres out of Tract 5104, of the Dr. Chas F. Simmons 95,000 acre Subdivision, Atascosa County, Texas, described in an instrument, recorded in Book 284, Page 165, Official Public Records, Atascosa County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a point marked by a 4" pipe corner post lying on the West line of State Highway No. 16, found for the Northeast corner of said Tract 5102, being the Southeast corner of Tract 5101, described in an instrument, recorded in Clerk's File No. 148041, Official Public Records, Atascosa County, Texas, said point of beginning being the upper Northeast corner of this tract of land;

Thence South 00° 00' 51" West, 60.00 feet along West line of State Highway No. 16, being the East line of said Tract 5102, to a point marked by a found 4" pipe corner post, said point being the lower Northeast corner of this tract of land;

Thence North 89° 45' 05" West, 1211.88 feet, across said Tract 5102 to a set point, marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, said point being a reentrant corner of this tract of land;

Thence South 01° 52' 56" West, 814.12 feet, along a fence and across said Tract 5102, Tract 5103 and said Tract 5104 to a set point, marked by 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, said point being the Southeast corner of this tract of land;

Thence North 89° 45' 05" West, 240.93 feet, across said Tract 5104 to a set point, marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, said point being the Southwest corner of this tract of land;

Thence North 01° 52' 56" East, 874.14 feet, across said Tract 5104, 5103, and 5102 to a set point, marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, lying on the North line of said Tract 5102, being the South line of said Tract 5101, said point being the Northwest corner of this tract of land;

Thence South 89° 45' 05" East, 1450.86 feet, along the North line of said Tract 5102, being the South line of said Tract 5101, to the point of beginning;

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

I, Walt F. Rakowitz, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for 6.50 acres, as shown on the accompanying Exhibit of Survey prepared for Megan Cruz, dated May 7, 2026, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.

Walt F. Rakowitz

Walt F. Rakowitz R.P.L.S. 6435
Rakowitz Engineering and Surveying
515 W. Oaklawn Ste. A
Pleasanton, Texas 78064
830-281-4060



**AGENDA REQUEST
(GENERAL)**

Agenda Item 20.

Meeting Date: 06/22/2026

Item Title:

Submitted For: Theresa Carrasco, County Clerk

Discuss and/or take appropriate action concerning:

Theresa Carrasco: Discuss and/or take appropriate action to approve the Commissioners' Court

County Clerk: Minutes for May 2026.

AGENDA REQUEST (GENERAL)

Agenda Item 21.

Meeting Date: 06/22/2026
Item Title: Database Access Agreement
Submitted For: Theresa Carrasco, County Clerk

Discuss and/or take appropriate action concerning:

Theresa Carrasco: Discuss and/or take appropriate action concerning the Database Access
County Clerk: Agreement between Atascosa County and OE Minerals II, LLC to move
forward with the FPT site for access to the database and request permission
for Judge Cude to sign the agreement.

AGENDA REQUEST (GENERAL)

Agenda Item 22.

Meeting Date: 06/22/2026
Item Title: Donation - Certify Funds
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to approve the application for a grant
County Auditor: /donation for sponsorship from Conoco Phillips to provide a meal for the high school internship program participants on July 17, 2026.

ATTACHMENTS

information

Dear Non-Profit, Educational, or Government Entity:

Thank you for your sponsorship or grant request. Please apply online via CyberGrants. This system provides organizations requesting sponsorship/event funds or our annual grants. CyberGrants asks that you answer qualifying questions, attach supporting documents and submit electronically. When all information (qualifying questions, request, W-9, EFT, etc.) is complete in the system ConocoPhillips representatives will then review it. Promptly following review applicant will be notified by email letter whether request has been accepted or declined. If accepted, payment in the form of EFT will follow shortly after. Please let us know if you have any questions.

Please click the link below to access CyberGrants.

The following links will take you to the page that explains grants and sponsorships. Click on the red button that reads "Apply for a Sponsorship" **after** you read about the criteria and application requirements.

<http://www.conocophillips.com/communities/social-investment/>

[Local Community Giving | ConocoPhillips](#)

Please complete the [W-9](#) and [EFT](#) (Electronic Funds Transfer before you start the application. Sign in ink, date and save as a pdf. You will need to upload it to the grant.

The link below goes directly to the sign in page.

Please keep your email address/password for reuse.

[Grant Requests | ConocoPhillips](#) Read, click on To Apply, Please Click Here at the bottom of page.

Answer three questions, say YES to Texas organization and then Apply Online
I look forward to hearing from you when you have successfully submitted the application or to a call if you have a question.

Glynis Holm Strause
ConocoPhillips
Community Relations Director
3778 CR 344 Kenedy, TX 78119
(Corner of CR 344 and CR 792)
Glynis.H.Strause@cop.com
830-583-4878 office
361-318-0781 cell

AGENDA REQUEST (GENERAL)

Agenda Item 23.

Meeting Date: 06/22/2026
Item Title: Pre-Trial Diversion Fund
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action concerning approval of disbursement of
County Auditor: pre-trial diversion funds as authorized by Art. 102.0121 of the Texas Code of
Criminal Procedure and approval of a check to be written from the Pre-Trial
Miscellaneous Fund line item 053-400-625, in the amount of \$10,500.00 for FY
2026 4th quarter payment for services provided to Atascosa by the CSCD, as
specified in the Interlocal Agreement. This has been sent to the County
Attorney for review and approval.

ATTACHMENTS

Pre-Trial Invoice



81st & 218th Judicial District
Community Supervision
& Corrections Department
Atascosa, Frio, Karnes, La Salle, Wilson

Valerie Campos
Director

Andrew Flores
Deputy Director

INVOICE

Bill to: **Atascosa County Attorney**
1405 Campbell
Jourdanton, TX 78026

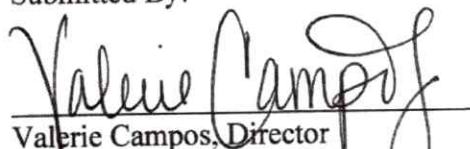
Date: **June 10, 2026**

Item(s) Billed	Amount Due
Pre-Trial Intervention Services for Atascosa County—FY 26 4th Quarter (Atascosa County Attorney's Office Pre-Trial Diversion Program)	\$10,500.00

**Per Section 3 of Interlocal Agreement entered on September 25, 2017*

***Please see attached report which details current Pre-trial Diversion caseload.*

Submitted By:


Valerie Campos, Director
81st & 218th Judicial District CSCD

RECEIVED
COUNTY AUDITOR
ATASCOSA COUNTY
2026 JUN 12 PM 2:34

E-MAILED JUN 12 2026

ATASCOSA COUNTY
1405 Campbell Avenue, Suite 102
Jourdanton, TX 78026
P: 830-769-3724
F: 830-769-2083

FRIO COUNTY
500 E. San Antonio St. Box 14
Pearsall, TX 78061
P: 830-505-2976
F: 830-334-0068

KARNES COUNTY
210 W. Calvert, Suite 170
Karnes City, TX 78118
P: 830-780-3394
F: 830-780-4546

LA SALLE COUNTY
101 Courthouse Square
Cotulla, TX 78014
P: 830-483-5151
F: 830-483-5108

WILSON COUNTY
1102 3rd Street
Floresville, TX 78114
P: 830-393-7317
F: 830-393-7326

AGENDA REQUEST (GENERAL)

Agenda Item 24.

Meeting Date: 06/22/2026

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action concerning the review, acceptance and
County Auditor: selection of the bids that were received in the Auditors' office by the deadline
for the Water System Improvements at the Fashing-Peggy Water Plant for the
El Oso Water Supply Corporation, TxCDBG Contract No. CDV23-0227.

ATTACHMENTS

information



June 15, 2026

The Honorable Weldon P. Cude
Atascosa County Judge
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

RE: Water System Improvements at the Fashing-Peggy Water Plant for the El Oso Water
Supply Corporation (TxCDBG #CDV23-0227)
Letter of Recommendation

Dear Sir:

Bids were received at 2:00 p.m. on May 14, 2026, and were opened and read aloud at the Atascosa County Clerk's office.

There were four acceptable bids received from the following companies:

MGB Construction, Inc – Castroville, TX
TTE, LLC – Marble Falls, TX
J&K Utilities Services, LLC – Creedmoor, TX
Argo Utilities, LLC – Schertz, TX

In anticipation of high bids, we asked the Contractors to provide substitutive alternates for a 100,000-gallon bolted steel tank and a steel grade beam foundation in lieu of the Base Bid of a 100,000-gallon welded steel tank and concrete foundation. Additionally, we asked for a substitutive alternate bid for 150,000-gallon tank to see if the additional storage was worth the cost. The Project construction budget through the Grant is \$390,000.00.

At a regularly scheduled meeting on June 9th, 2026, the Board of Directors for the El Oso Water Supply Corporation reviewed the bids received and the various bid alternatives for the project. The Board determined that it was in El Oso WSC's best interest to select the 150,000-gallon bolted tank and steel grade beam foundation alternative. MGB Construction was the low bidder for the selected alternative configuration, with a bid of \$598,065.00. The El Oso WSC Board of Directors also approved funding the additional \$208,065.00 required for this alternative.

Upon completion of the bid tabulations (see attached), no significant errors were identified, and there were no changes in the rankings of the bidders.

During our review of the tabulated bids, we also considered discussions with company personnel regarding previous project experience, proposed subcontractors, and available equipment. Based on this evaluation, MGB Construction is considered a qualified contractor for award of the project. Additionally, Cope Engineering and El Oso WSC have prior experience working with MGB Construction on similar projects.

Therefore, it is our recommendation to Atascosa County that the contract be awarded to MGB Construction for the Base Bid plus Substitutive Alternative No. 4 and Substitutive Alternative No. 5, for a total contract amount of \$598,065.00.

Please let us know if you have any questions or require further information.

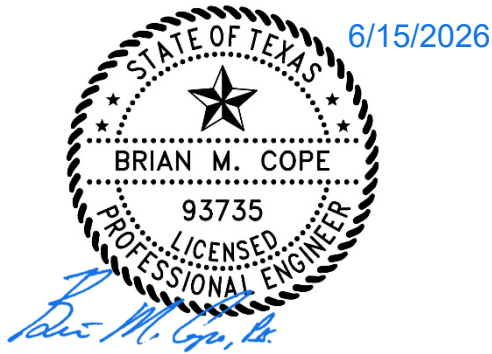
Sincerely,

COPE ENGINEERING, INC.

Brian M. Cope, P.E.
Vice President

/Attachment

Cc: Ronald Krim, Gen. Manager
El Oso WSC



BID TABULATION

WATER SYSTEM IMPROVEMENTS AT THE FASHING-PEGGY WATER PLANT
FOR ATASCOSA COUNTY FOR THE EL OSO WATER SUPPLY CORPORATION
(TxCDBG #CDV23-0227)

8611 Botts Lane
San Antonio, TX 78217
Ph: (210) 828-7070
Fax: (210) 828-7076
Tx Reg. No. F-16078

Bid Opening: May 14, 2026 @ 2:00 p.m.

BASE BID

ITEM NO	DESCRIPTION	ORIGINAL QUANTITY	UNIT
1	Mobilization (Including Move In, Move Out)	1	L.S.
2	Insurance & Bonds	1	L.S.
3	Furnish and Install 100,000 Gallon Welded Steel Ground Water Storage Tank to Include: Foundation, Tank Accessories, Sitework, Painting, Clean Up Appurtenances, Complete in Place	1	L.S.
4	Furnish and Install 100,000 Gallon Steel Ground Water Storage Tank Concrete Ringwall Foundation, Center Column Pad, & Appurtenances, Complete in Place	1	L.S.
5	Furnish & Install Concrete Splash Block for Overflow & Drain, Complete In Place	1	L.S.
6	Furnish & Install 100,000 Gallon Steel Tank Testing & Disinfection, Complete In Place	1	L.S.
7	Furnish All Labor, Equipment, & Materials and Install 350 gpm Filter Booster Pump, Piping, Electrical & Accessories, Complete In Place	2	EA
8	Furnish All Labor, Equipment, & Materials and Install 350 gpm Filter Booster Pump, Piping, Electrical & Accessories, Complete In Place	2	EA
9	Furnish All Labor, Equipment, & Materials and Install 7' x 8' x 6" Concrete Slab w/Corner Anchor Plates, Complete In Place	2	EA
10	Furnish All Labor, Equipment, & Materials and Install Plant Piping - 6" PVC CL 200 SDR 21 Waterline, Complete In Place	140	L.F.
11	Furnish All Labor, Equipment, & Materials and Install New 6" Gate Valve & Box (M.J.), Complete In Place	5	EA
12	Furnish All Labor, Equipment, & Materials and Install New 6" Gate Valve (Flanged), Complete In Place	2	EA
13	Furnish All Labor, Equipment, & Materials and Install New 4" Gate Valve & Box (M.J.), Complete In Place	1	EA
14	Furnish All Labor, Equipment, & Materials and Install 6" Cutting-In-Tee, Complete In Place	1	EA
15	Furnish All Labor, Equipment, & Materials and Install 4" x 6" Cutting-In-Tee, Complete In Place	2	EA
16	Furnish All Labor, Equipment, & Materials and Install Ductile Iron Pipe & Fittings, Complete In Place	1	TON
17	Furnish All Labor, Equipment, & Materials and Install Trench Safety Protection	140	L.F.

MGB CONSTRUCTION	
UNIT BID PRICE	AMOUNT BID
\$10,000.00	\$10,000.00
\$16,000.00	\$16,000.00
\$287,960.00	\$287,960.00
\$60,000.00	\$60,000.00
\$3,000.00	\$3,000.00
\$2,000.00	\$2,000.00
\$42,150.00	\$84,300.00
\$43,300.00	\$86,600.00
\$12,500.00	\$25,000.00
\$222.00	\$31,080.00
\$3,000.00	\$15,000.00
\$3,000.00	\$6,000.00
\$3,000.00	\$3,000.00
\$4,000.00	\$4,000.00
\$3,000.00	\$6,000.00
\$25,000.00	\$25,000.00
\$14.00	\$1,960.00

TTE, LLC.	
UNIT BID PRICE	AMOUNT BID
\$30,000.00	\$30,000.00
\$10,000.00	\$10,000.00
\$250,000.00	\$250,000.00
\$50,000.00	\$50,000.00
\$3,000.00	\$3,000.00
\$1,000.00	\$1,000.00
\$43,000.00	\$86,000.00
\$48,000.00	\$96,000.00
\$4,000.00	\$8,000.00
\$90.00	\$12,600.00
\$2,200.00	\$11,000.00
\$1,500.00	\$3,000.00
\$1,500.00	\$1,500.00
\$3,000.00	\$3,000.00
\$2,800.00	\$5,600.00
\$20,000.00	\$20,000.00
\$10.00	\$1,400.00

J&K UTILITY SERVICES	
UNIT BID PRICE	AMOUNT BID
\$30,909.00	\$30,909.00
\$10,363.00	\$10,363.00
\$298,006.00	\$298,006.00
\$74,109.00	\$74,109.00
\$2,116.00	\$2,116.00
\$4,425.00	\$4,425.00
\$54,061.50	\$108,123.00
\$56,434.50	\$112,869.00
\$11,922.00	\$23,844.00
\$290.00	\$40,600.00
\$3,674.00	\$18,370.00
\$1,972.00	\$3,944.00
\$3,014.00	\$3,014.00
\$5,643.00	\$5,643.00
\$3,143.00	\$6,286.00
\$14,173.00	\$14,173.00
\$44.00	\$6,160.00

ARGO UTILITIES	
UNIT BID PRICE	AMOUNT BID
\$44,000.00	\$44,000.00
\$30,000.00	\$30,000.00
\$245,000.00	\$245,000.00
\$115,000.00	\$115,000.00
\$2,500.00	\$2,500.00
\$25,000.00	\$25,000.00
\$62,500.00	\$125,000.00
\$60,250.00	\$120,500.00
\$4,950.00	\$9,900.00
\$262.00	\$36,680.00
\$3,300.00	\$16,500.00
\$3,100.00	\$6,200.00
\$3,000.00	\$3,000.00
\$10,000.00	\$10,000.00
\$10,000.00	\$20,000.00
\$5,000.00	\$5,000.00
\$10.00	\$1,400.00

Bid Opening: May 14, 2026 @ 2:00 p.m.

18	Furnish & Install New Plant Electrical to Include, Conduit from Booster Pumps to Electrical Panel & VFD's for Each Booster Pump, Complete In Place	1	L.S.
19	Furnish & Install Site Grading, Complete In Place	1	L.S.
20	Furnish & Install Soil Erosion & Sediment Control Plan, Complete In Place	1	L.S.
21	Furnish & Install Permanent Seeding for Erosion Control, Complete In Place	0.2	AC.

TOTAL BASE BID

MGB CONSTRUCTION	
\$63,825.00	\$63,825.00
\$4,000.00	\$4,000.00
\$2,500.00	\$2,500.00
\$15,000.00	\$3,000.00

\$740,225.00

TTE, LLC.	
\$81,000.00	\$81,000.00
\$8,000.00	\$8,000.00
\$1,000.00	\$1,000.00
\$10,000.00	\$2,000.00

\$684,100.00

J&K UTILITY SERVICES	
\$71,890.00	\$71,890.00
\$3,784.00	\$3,784.00
\$6,028.00	\$6,028.00
\$13,500.00	\$2,700.00

\$847,356.00 *

ARGO UTILITIES	
\$70,000.00	\$70,000.00
\$5,000.00	\$5,000.00
\$900.00	\$900.00
\$4,373.00	\$874.60

\$892,454.60

SUBSTITUTIVE ALTERNATE BIDS

SUBSTITUTIVE ALTERNATE No. 1

ITEM NO	DESCRIPTION	ORIGINAL QUANTITY	UNIT
SA-3	Furnish and Install 100,000 Gallon Bolted Steel Ground Water Storage Tank to Include: Tank Accessories, Sitework, Painting, Clean Up Appurtenances, Complete in Place	1	L.S.

MGB CONSTRUCTION	
UNIT BID PRICE	AMOUNT BID
\$158,600.00	\$158,600.00

TTE, LLC.	
UNIT BID PRICE	AMOUNT BID
\$170,000.00	\$170,000.00

J&K UTILITY SERVICES	
UNIT BID PRICE	AMOUNT BID
\$182,655.00	\$182,655.00

ARGO UTILITIES	
UNIT BID PRICE	AMOUNT BID
\$174,900.00	\$174,900.00

SUBSTITUTIVE ALTERNATE No. 2

ITEM NO	DESCRIPTION	ORIGINAL QUANTITY	UNIT
SA-4	Furnish and Install 100,000 Gallon Steel Ground Water Storage Tank Steel Grade Beam Foundation & Appurtenances, Complete in Place	1	L.S.

MGB CONSTRUCTION	
UNIT BID PRICE	AMOUNT BID
\$10,000.00	\$10,000.00

TTE, LLC.	
UNIT BID PRICE	AMOUNT BID
\$40,000.00	\$40,000.00

J&K UTILITY SERVICES	
UNIT BID PRICE	AMOUNT BID
\$63,994.00	\$63,994.00

ARGO UTILITIES	
UNIT BID PRICE	AMOUNT BID
	\$0.00

SUBSTITUTIVE ALTERNATE No.3

ITEM NO	DESCRIPTION	ORIGINAL QUANTITY	UNIT
SA-3	Furnish and Install 150,000 Gallon Welded Steel Ground Water Storage Tank to Include: Foundation, Tank Accessories, Sitework, Painting, Clean Up Appurtenances, Complete in Place	1	L.S.

MGB CONSTRUCTION	
UNIT BID PRICE	AMOUNT BID
\$336,300.00	\$336,300.00

TTE, LLC.	
UNIT BID PRICE	AMOUNT BID
\$337,000.00	\$337,000.00

J&K UTILITY SERVICES	
UNIT BID PRICE	AMOUNT BID
\$353,747.00	\$353,747.00

ARGO UTILITIES	
UNIT BID PRICE	AMOUNT BID
\$323,200.00	\$323,200.00

SUBSTITUTIVE ALTERNATE No.4

ITEM NO	DESCRIPTION	ORIGINAL QUANTITY	UNIT
SA-3	Furnish and Install 150,000 Gallon Bolted Steel Ground Water Storage Tank to Include: Tank Accessories, Sitework, Painting, Clean Up Appurtenances, Complete in Place	1	L.S.

MGB CONSTRUCTION	
UNIT BID PRICE	AMOUNT BID
\$195,800.00	\$195,800.00

TTE, LLC.	
UNIT BID PRICE	AMOUNT BID
\$206,000.00	\$206,000.00

J&K UTILITY SERVICES	
UNIT BID PRICE	AMOUNT BID
\$222,684.00	\$222,684.00

ARGO UTILITIES	
UNIT BID PRICE	AMOUNT BID
\$211,200.00	\$211,200.00



BID TABULATION
WATER SYSTEM IMPROVEMENTS AT THE FASHING-PEGGY WATER PLANT
FOR ATASCOSA COUNTY FOR THE EL OSO WATER SUPPLY CORPORATION
(TxCDBG #CDV23-0227)

8611 Botts Lane
San Antonio, TX 78217
Ph: (210) 828-7070
Fax: (210) 828-7076
Tx Reg. No. F-16078

Bid Opening: May 14, 2026 @ 2:00 p.m.

SUBSTITUTIVE ALTERNATE No.5

ITEM NO	DESCRIPTION	ORIGINAL QUANTITY	UNIT
SA-4	Furnish and Install 150,000 Gallon Steel Ground Water Storage Tank Steel Grade Beam Foundation & Appurtenances, Complete in Place	1	L.S.

MGB CONSTRUCTION	
UNIT BID PRICE	AMOUNT BID
\$10,000.00	\$10,000.00

TTE, LLC.	
UNIT BID PRICE	AMOUNT BID
\$55,000.00	\$55,000.00

J&K UTILITY SERVICES	
UNIT BID PRICE	AMOUNT BID
\$70,795.00	\$70,795.00

ARGO UTILITIES	
UNIT BID PRICE	AMOUNT BID
	\$0.00

**

SUBSTITUTIVE ALTERNATE No.6

ITEM NO	DESCRIPTION	ORIGINAL QUANTITY	UNIT
SA-4	Furnish and Install 150,000 Gallon Steel Ground Water Storage Tank Concrete Ringwall Foundation, Center Column Pad, & Appurtenances, Complete in Place	1	L.S.

MGB CONSTRUCTION	
UNIT BID PRICE	AMOUNT BID
\$70,000.00	\$70,000.00

TTE, LLC.	
UNIT BID PRICE	AMOUNT BID
\$70,000.00	\$70,000.00

J&K UTILITY SERVICES	
UNIT BID PRICE	AMOUNT BID
\$82,862.00	\$82,862.00

ARGO UTILITIES	
UNIT BID PRICE	AMOUNT BID
\$131,500.00	\$131,500.00

OPTIONS FOR AWARD:

		EL OSO W.S.C. ADDITIONAL FUNDS	MGB CONSTRUCTION BID	TTE, LLC.	J&K UTILITY SERVICES	ARGO UTILITIES
OPTION 1 (BASE BID 100K WELDED STEEL TANK & CONCRETE FOUNDATION)		\$350,225.00	\$740,225.00	\$684,100.00	\$847,356.00	\$892,454.60
OPTION 2 (BASE BID + SUB ALT. No. 1+ SUB ALT. No. 2) 100K BOLTED TANK & STEEL GRADE BEAM FOUNDATION		\$170,865.00	\$560,865.00	\$594,100.00	\$721,890.00	\$707,354.60
OPTION 3 (BASE BID + SUB ALT. No. 4+ SUB ALT. No. 5) 150K BOLTED TANK & STEEL GRADE BEAM FOUNDATION		\$208,065.00	\$598,065.00	\$645,100.00	\$768,720.00	\$743,654.60

Bid Opening: May 14, 2026 @ 2:00 p.m.

RECOMMENDED OPTION FOR AWARD: OPTION 2 (BASE BID + SUB ALT. No. 1+ SUB ALT. No. 2) 100K BOLTED TANK & STEEL GRADE BEAM FOUNDATION	EL OSO W.S.C. ADDITIONAL FUNDS	MGB CONSTRUCTION	TTE, LLC.	J&K UTILITY SERVICES	ARGO UTILITIES
		TOTAL CONTRACT	TOTAL CONTRACT	TOTAL CONTRACT	TOTAL CONTRACT
	\$170,865.00	\$560,865.00	\$594,100.00	\$721,890.00	\$707,354.60

RECOMMENDED OPTION FOR AWARD: OPTION 3 (BASE BID + SUB ALT. No. 4+ SUB ALT. No. 5) 150K BOLTED TANK & STEEL GRADE BEAM FOUNDATION	EL OSO W.S.C. ADDITIONAL FUNDS	MGB CONSTRUCTION BID	TTE, LLC.	J&K UTILITY SERVICES	ARGO UTILITIES
		TOTAL CONTRACT	TOTAL CONTRACT	TOTAL CONTRACT	TOTAL CONTRACT
	\$208,065.00	\$598,065.00	\$645,100.00	\$768,720.00	\$743,654.60



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Tracy Barrera:	Discuss and/or take appropriate action concerning personnel:	
County Auditor:	Existing Employee	Stephanie Graham-Esparza
	Position:	Chief Public Defender
	Pay Rate:	\$5,192.31 Bi-weekly (FI Rate \$5,192.3077)
	Salary Budget Area:	012-488-401
	Start Date:	June 22, 2026
	Physical:	N/A
	Drug Test:	N/A

AGENDA REQUEST (GENERAL)

Agenda Item 26.

Meeting Date: 06/22/2026

Item Title:

Submitted For: Justin Vasquez, I.T. Manager

Discuss and/or take appropriate action concerning:

Justin Vasquez: Discuss and/or take appropriate action concerning appointing members to the I.T. Advisory Committee. As per the charter, the membership will consist of:

- the County Auditor,
- the Sheriff or designee,
- an appointed or rotating Commissioner,
- a rotating Elected Official,
- a rotating Non-Elected Department Head,
- the County Judge or his Chief of Staff,
- and the I.T. Director.

Additional members may be invited as needed when a concern involves their department(s).

**AGENDA REQUEST
(GENERAL)**

Agenda Item 27.

Meeting Date: 06/22/2026

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the renewal contract for professional services for autopsy services with Dr. Ray Fernandez, M.D.