MINUTES OF

SPECIAL MEETING

October 8, 2014

STATE OF TEXAS

§

COUNTY OF NUECES

§

On the 8th day of October, 2014, the Board of Directors for the Nueces County Water Control & Improvement District No. 4 convened at 2:00 pm in a Special Meeting at the District Office, 315 South 9th Street, Port Aransas, Texas, there being present and in attendance the following to wit:

President

Russ Miget

Vice President

Josh Garcia

Secretary

Joan Holt

Secretary Pro-Tem

Suzette Freeman

Members

Absent

Ed Reed

Director

Staff:

Manager

Mark Young

Finance Director

Denise Fox

The meeting was called to order at the scheduled hour by the presiding officer, Mr. Miget, pursuant to notice posted.

Tank

Mr. Young presented the bid for the PA Water Tower. After

Maintenance discussion, Mrs. Freeman made a motion to accept the bid from MK Painting Inc. a cost of \$244,000.00. Ms. Holt seconded the motion and it carried unanimously.

As there was no further business to come before the Board, a motion was duly made and seconded to adjourn.

NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4

Russ Miget, President

ATTEST:

Toan/Holt, Secretary



Job No. 9872.B4.02

October 8, 2014

N.C.W.C. & I.D. #4 Attn: Mark Young 315 So. Ninth Street Port Aransas, TX 78373

Subject: 2014 Composite Tank Maintenance, Port Aransas, Texas

Dear Mr. Young:

Transmitted herewith is a bid tabulation of bids received for the subject project. We have reviewed these bids and recommend award of project to M.K Painting, Inc. for base bid 'A' in the amount of \$244,000.00 and base bid 'B' in the amount of \$5,000.00. If you have any questions, please call.

Sincerely,

URBAN ENGINEERING

Stephen P. Grunewald, P.E.

SPG/ph Enclosures

Engineer									***					
Quantity Unit Price Total Price Total Price Unit Price Total Price Unit Price Total Price Total Price Total Price Unit Price Total Price Total Price Total Price Total Price Total Price Total Price <t< th=""><th></th><th></th><th></th><th></th><th>Engineer's Estimate</th><th></th><th>MK PAINTING INC.</th><th></th><th>GULF STATES PROTECTIVE COATING</th><th></th><th>BLASTCO TEXAS INC.</th><th></th><th>TMI COATINGS, INC.</th><th></th></t<>					Engineer's Estimate		MK PAINTING INC.		GULF STATES PROTECTIVE COATING		BLASTCO TEXAS INC.		TMI COATINGS, INC.	
1 LS \$130,000,00 \$140,000,00 \$140,000,00 \$140,000,00 \$145,000,00 \$135,000,00 \$145,000,00 \$240,000,00 \$188,000,00 \$145,000,00 \$		Quantity + 5%	Cuit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1 LS \$130,000.00 \$130,000.00 \$100,000.00 \$100,000.00 \$135,000.00 \$145,000.00 \$145,000.00 \$188,000.00 \$180,000.00 \$3,	d Gas.	-	S	\$280,000.00	\$280,000.00			-	\$ 135,000.00	-			\$ 261,000.00	
1 LS \$2,000.00 \$ 2,000.00 \$ 1,000.00 \$ 1,000.00 \$ 1,000.00 \$ 1,000.00 \$ 2,000.00 \$ 2,000.00 \$ 1,700.00 \$ 1,000.00 \$ 1,000.00 \$ 2,000.00 \$ 1,700.00 \$ 1,000	Gas	•	S	\$130,000.00	\$130,000.00			\$135,000.00		-	\$145,000.00	+	\$ 188 000 00	
1 LS \$1,000.00 \$ 1,000.00 \$ 1,000.00 \$ 5.000.00 \$ 5.000.00 \$ 2,000.00 \$ 1,700.00 \$ 745 Subtotal Base Bid Part 'A' \$413,000.00 \$ 1,000.00 \$ 5,000.00 \$ 40,000.00 \$ 60,000.00 \$ 5	sed Flap	-	rs	\$2,000.00		မာ	69		\$ 4,500.00	69	\$ 2,500.00	157.2	\$ 3,000.00	
Subtotal Base Bid Part 'A' \$413,000.00 \$ \$244,000.00 \$ \$40,000.00 \$ \$40,000.00 \$ \$48,800.00 \$ \$45. Subtotal Base Bid Part 'A' \$413,000.00 \$ \$5,000.00 \$ \$40,000.00 \$ \$40,000.00 \$ \$45. Base Bid Part 'A' \$413,000.00 \$ \$5,000.00 \$ \$40,000.00 \$ \$40,000.00 \$ \$45. Base Bid Part 'B' \$ - \$ \$5,000.00 \$ \$40,000.00 \$ \$40,000.00 \$ \$45. Base Bid Part 'B' \$ - \$ \$5,000.00 \$ \$40,000.00 \$ \$40,000.00 \$ \$45.		۳	S	\$1,000.00	မှာ	69				69				
dard 1 LS \$0.00 \$ - \$ 5,000.00 \$ 40,000.00 \$ 40,000.00 \$ 60,000.00 \$ 48,800.00 \$ Subtotal Base Bid Part 'A' \$413,000.00 \$ \$5,000.00 \$ 40,000.00 \$ \$40,000.00 \$ \$48,800.00 \$ Base Bid Part 'A' \$413,000.00 \$ \$5,000.00 \$ \$40,000.00 \$ \$60,000.00 \$ \$ 275,000.00 \$ \$60,000.00 \$ \$ 40,000.00 \$ \$60,000.00 \$ \$ 40,000.00 \$ \$60,000.00 \$ \$ 5,000.00 \$ \$ \$ \$60,000.00 \$ \$ 5,000.00 \$ \$ \$ \$60,000.00 \$ \$ 5,000.00 \$ \$ \$ \$ \$ \$60,000.00 \$ \$ 5,000.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		Su	btotal Ba	se Bid Part 'A'			\$ 244,000.00		\$ 275,000.00		\$389,500.00		\$ 453,700.00	
dard 1 LS \$0.00 \$ - \$ 5,000.00 \$ 40,000.00 \$ 60,000.00 \$ 48,800.00 \$ Subtotal Base Bid Part 'B' \$ - \$ 5,000.00 \$ 5,000.00 \$ 40,000.00 \$ 5,000.00 \$ Base Bid Part 'A' \$413,000.00 \$ 5,000.00 \$ 40,000.00 \$ 60,000.00 \$ Base Bid Part 'B' \$ - \$ 5,000.00 \$ 5,000.00 \$ 5,000.00 \$ 5,000.00 \$ Base Bid Part 'B' \$ - \$ 5,000.00 \$ 5,000.00 \$ 5,000.00 \$ 5,000.00 \$ Base Bid Part 'B' \$ - \$ 5,000.00 \$ 5,000.00 \$ 5,000.00 \$ 5,000.00 \$ 5,000.00 \$ 5,000.00 \$ Base Bid Part 'B' \$ - \$ 5,000.00 \$ 5,														
\$ - \$ 5,000.00 \$ 40,000.00 \$ 60,000.00 \$ 413,000.00 \$ 5.275,000.00 \$ 40,000.00 \$ 5.4 \$ 60,000.00 \$ 5.4	of standard ears. r and ut the end of	-	rs.	\$0.00				\$ 40,000.00	\$ 40,000.00	\$ 60,000.00	\$ 60,000.00	\$ 48,800.00		
\$413,000.00 \$244,000.00 \$275,000.00 \$389,500.00 \$ \$ - \$5,000.00 \$40,000.00 \$60,000.00		Sul	btotal Bas	se Bid Part 'B'										
\$ 5,000.00 \$ 40,000.00 \$ 60,000.00			Base Bic	1 Part 'A'	\$413,000.00		\$ 244,000.00				\$389,500.00		\$ 453,700.00	
			Base Bic	i Part 'B'	· •					111111111111111111111111111111111111111	\$ 60,000.00			

MINUTES OF

REGULAR MEETING

SEPTEMBER 30, 2014

STATE OF TEXAS

§

COUNTY OF NUECES

§

On the 30th day of September, 2014, the Board of Directors for the Nueces County Water Control & Improvement District No. 4 convened at 5:30 p.m. in a Regular Meeting at the District Office, 315 South 9th Street, Port Aransas, Texas, there being present and in attendance the following to wit:

President Vice President Joan Holt Russ Miget Josh Garcia Secretary

Staff:

Manager Attorney Mark Young Charles Zahn Denise Fox

Absent:

Secretary Pro-Tem

Finance Director

Suzette Freeman

Director

Ed Reed

The meeting was called to order at the scheduled hour by the presiding officer, Mr. Miget, pursuant to notice posted.

<u>Minutes</u>

A motion was made by Ms. Holt and seconded by Mr. Garcia to approve the minutes for the August 21st, 2014 meeting as corrected. The motion carried unanimously.

A motion was made by Ms. Holt and seconded by Mr. Garcia to approve the minutes for the September 24th, 2014 meeting. The motion carried unanimously. (The minutes were mailed to each director prior to the meeting.)

Amend
The proposed Resolution and Order Amending the Rate Schedule and the 2014-2015 Operating Budget was presented for review. After discussion, Mr. Garcia Schedule made a motion to approve the Resolution and Order to amend the rate schedule and the 2014-2015 Operating Budget. Ms. Holt seconded the motion and it carried 2014-2015 unanimously. (A copy of the Resolution and Order is attached and becomes a permanent part of these minutes.)

Financial Reports

Ms. Fox presented the Financial Statements for August 2014. After review and discussion Ms. Holt made a motion to accept the financial reports. Mr. Garcia seconded the motion and it carried unanimously. (A copy of the financial reports are on file in the District's office.)

Regular Meeting Sept 30, 2014 Page 2

Manager's <u>Report</u> Mr. Young reported on maintenance and operations of the District. (A copy of this report is on file in the District's office)

As there was no further business to come before the Board, a motion was duly made and seconded to adjourn.

NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4

ATTEST:

Ioan Holf Secretary

Russ Miget, President

NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4 RESOLUTION AND ORDER AMENDING THE RATE SCHEDULE

On the 30th day of September, 2014 the Board of Directors of the Nueces County Water Control & Improvement District No. 4, convened in a Regular Meeting being open to the public at the regular meeting place thereof in said District, with the following members of the Board present:

nbers of the Board present:	,
Russ Miget	President
Josh Garcia	Vice- President
Joan Holt	Secretary
Water Control and Improvement Distric September 30th, 2014 meeting will reflect t Directors organized a resolution to legally e The resolution and order was rea Mr. Garcia_ made a motion that it be ad Ms. Holt. The motion, carrying with it	nd in full and, after a full discussion thereof,
prevailed by the following vote:	
Ayes: _3 Nayes: _	3
The President then declared the adopted. The resolution and order is as follows:	ne resolution and order finally passed and ows;
	of Directors of the Nueces County Water t the Rate Schedule is amended as listed on publication.
Passed and approved by the Boa Control & Improvement District No. 4 on th	ard of Directors of the Nueces County Water te 30th day of September, 2014.
ATTEST:	Puse Migot President
	Russ Miget, President
Joan Holt, Secretary	

2014-2015 Rates

AMENDED RATES EFFECTIVE 10/01/2014

_	T												r		4															
		oth	4th	3rd	2nd	1st	Offense				\$273.00		Fire Hydrant Meter	Minimum for a 3"	Approved Sewe				the min	Consumpion	4"	ų į	2 2		3/4"		Size	Meter		
λ ul**	* May File Appe	Dissconr	Dissconne	Dissconne	Dissconne	Į.		Water Restric			\$6.38		/1000 over the 2000 gallon	Consumption	Approved Sewer Truck Dump and Refill Max 2000 Gallons	Subjected to SF	Apartment, SF U	*	\$4.25		288.50	173 00	57.00	29.00	17.50	(For first 2	Charge *	Minimum	Water Rates	Vater and Wa
ccordance with the	* May File Appeal to the Water Allocation and Review Committee	Dissconnect Service w/ no Reconnect *	Dissconnect Service w/ \$500.00 Reconnect	Dissconnect Service W/ \$300.00 Reconnect	Dissconnect Service w/ \$150.00 Reconnect	Written Notice	Penalty	Water Restriction Violations			\$45.00		Connect/Relocation Fee	Consumption Consumption	Refill Max 2000	Subjected to SF Min. Sewer Rate	Each individual Metered Apartment, SF Units, RV's, Etc are		\$3.00		288.50	173.00	57.00	29.00	17.50	(For first 2,000 gallons)	Charge *	Minimum	Wastewater Rates	Water and Wastewater Rates
e Resolution Concer	ation and Review	econnect *	0 Reconnect	0 Reconnect	0 Reconnect				Droug		damages	100 00 Blue actual	Unathorized Use		100.00	5:					45.00	45.00	45.00	45.00	45.00		Workorder Fee	Connect/Service	S	es
ning Enforce	თ	4	ω	2	د.	O Comp	Stane		ht Relate		usually cor	lines, large	*3 Speci				*2. If s	0000	Cost of			4	ب د	ַר אַ	1 1/2"	-1	3/4"	Size		Water
**In Accordance with the Resolution Concerning Enforcement Provisions in the Droug	Below 10% Capacity	Below 20% Capacity	Below 30% Capacity	Below 40% Capacity	Below 50% Capacity	Committee and a contract	Comhined I ake I evels		Drought Related Rates and Penalties **		usually contracted and will be billed at actual cost.	lines, large street patches, taps with a by-pass, or	*3 Special taps (deep sewer lines, large water		Medium street cut Large street cut	Small street cut	If street crossing is required:	Cost of Histaliation and All he billed to	 Min charge. Final cost based on actual cost of installation and will be billed to 	1,900.00	Wastewater Tap	7,500.00	5,000.00	3,500.00	3,000.00	1,500.00	1,400.00		Water Tap	Water and Wastewater Tap
Prought Cont	Water Rat	Water Rat	Optio					Stages of D	ties **		actual cost.	by-pass, or	arge water		1,000.00 2,000.00	600.00	!	5	d on actual			- 23	*1"2"3	*1*2*3	*1*2*3	*1*2*3	*			ap Fees
ht Contingency Plan for the NCWCID4	later Rate will be 3 Times Published Rate for all Classes / 1000 Gallons	later Rate will be 2 Times Published Rate for all Classes / 1000 Gallons	Optional, Rate may be 1.5 Times Published Rate / 1000 Gallons	No Surcharge	No Surcharge	The state of Later Prought ough contra	Water Rate for Each Drought Stage Condition	es of Drought and Surcharges			Sewer Router w/crew (per hour)	Dump/Water Truck w/operator (per hour)	Compressor (per hour) Dewatering Equipment (per day)	Equipment Charges		Plan Review/Admin Fee (per hour)	Test Meter (minimum)	Raise/Lower Meter (minimum)	Crew Charge (hourly) three man	Crew Charge (hourly) two man	Crew Charge (hourly) one man	Developer/Coast Inspection Foo (bounts)	Water Inspection Fee	Unauthorized Connect or Re-Connect	Delinquent Fee & After Hours Re-Connect	Delinquent Fee (includes re-connect)	After Hours or Weekend call /hr.	Return Check Fee	Fire Line (Monthly)	Additional District Rates
	s / 1000 Gallons	s / 1000 Gallons	000 Gallons			l di	j j			201	150.00	60.00	30.00 300.00	90 00		75.00	50.00	100.00	120.00	90.00	50.00	40.00	60.00	100.00	70.00	45.00	50.00	35.00	36.00	tes

MINUTES OF

REGULAR MEETING

September 24, 2014

STATE OF TEXAS

§

COUNTY OF NUECES

§

On the 24th day of September, 2014, the Board of Directors for the Nueces County Water Control & Improvement District No. 4 convened at 4:00 pm in a Regular Meeting at the District Office, 315 South 9th Street, Port Aransas, Texas, there being present and in attendance the following to wit:

President Vice President Director

Secretary

Russ Miget Marc Teller Ed Reed Joan Holt

Members

Absent

Secretary Pro-Tem

Suzette Freeman

Staff:

Manager

Mark Young Denise Fox Charles Zahn

Finance Director Attorney

The meeting was called to order at the scheduled hour by the presiding officer, Mr. Miget, pursuant to notice posted.

Board Member <u>Resignation</u> A motion was made by Mr. Reed to accept the resignation of Marc Teller. Ms. Holt seconded the nomination and it passed by acclamation. A framed aerial photo was presented to Mr. Teller in appreciation for his 12 years of dedicated service.

Appointment Of Director

Ms. Holt made a motion to appoint Josh Garcia to fill the unexpired term of Marc Teller. The motion was seconded by Mr. Reed and it carried unanimously.

Oath of Office

Ms. Fox, a Notary for the District, administered the oath of office to Mr. Garcia and the official documents were executed for the district's records.

Board Reorganization Mr. Miget called for nominations to reorganize the Board of Directors. A motion was made by Mr. Reed to close the nominations and cast a ballot to return the following slate of officers. Ms. Holt seconded the nomination and it passed by acclamation.

Russ Miget – President
Josh Garcia – Vice-President
Joan Holt – Secretary
Suzette Freeman – Secretary Pro-Tem
Ed Reed – Director

As there was no further business to come before the Board, a motion was duly made and seconded to adjourn.

NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4

Russ Miget, Presiden

ATTEST:

Joan Holt, Secretary

Nueces County Water Control and Improvement District No. 4

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, _	Josh Garcia	, do solemnly swear (or affirm), that I will faithful	ly execute the
dutie	s of the office of	Director for the Nueces County Water Control and	Improvement
		State of Texas, and will to the best of my ability pres	
		itution and laws of the United States and of this State	
God.			

Josh Garcia

SWORN TO and Subscribed before me by <u>Josh Garcia</u> on this <u>Z4th</u> day of <u>Josh Carcia</u> on the <u>Josh</u>

Christ A Edd

1016

Service of Taxas

Corres

1016

Denise Fox, Notary Public in and for the STATE OF TEXAS

DENISE FOX
Notary Public, State of Texas
My Commission Expires
February 21, 2016

September 24, 2014

To: Nueces County WCID #4 Board of Directors

Please accept my resignation from the board effective September 24th, 2014 due to relocation.

Thank you

Marc Teller

MINUTES OF

REGULAR MEETING

August 21, 2014

STATE OF TEXAS

S

COUNTY OF NUECES

§

On the 21st day of August, 2014, the Board of Directors for the Nueces County Water Control & Improvement District No. 4 convened at 5:00 pm in a Regular Meeting at the District Office, 315 South 9th Street, Port Aransas, Texas, there being present and in attendance the following to wit:

President

Russ Miget

Vice President

Marc Teller

Director

Ed Reed

Secretary Pro-tem

Suzette Freeman

Members

Absent

Joan Holt

Secretary

Staff:

Manager

Mark Young

Finance Director Attorney

Denise Fox Charles Zahn

Engineer

Jim Urban

The meeting was called to order at the scheduled hour by the presiding officer, Mr. Miget, pursuant to notice posted.

Minutes

A motion was made by Mr. Teller and seconded by Ms. Freeman to approve the minutes of the May 8th, 2014 meeting. The motion carried unanimously. (The minutes were mailed to each director prior to the meeting.)

Oath of Office

Ms. Fox, as Notary for the District, administered the oath of office to Mr. Teller and the official documents were executed for the district's records.

Board Reorganization

Mr. Miget called for nominations to reorganize the Board of Directors. A motion was made by Mr. Reed to close the nominations and cast a ballot to return the same slate of officers. Ms. Freeman seconded the nomination and it passed by acclamation.

Russ Miget - President Marc Teller - Vice-President Joan Holt – Secretary

Suzette Freeman – Secretary Pro-Tem

Ed Reed – Director

Personnel **Policy**

After discussion, Ms. Freeman made a motion to accept the personnel policy with the modifications as discussed. Mr. Teller seconded the motion and it Amendment passed unanimously. A copy of the amendment is attached and becomes a permanent part of the policy book.

Regular Meeting August 21, 2014 Page 2

Bulk Water

Contracts

Mr. Young presented a review of the Harbor Island Bulk Water contracts for their renewal. Ms. Freeman made a motion to approve the contracts as presented and authorized execution by the District Manager. Mr. Teller seconded the motion and it carried unanimously. (These contracts are on file in the District's

Office.)

Tank Maint Budget <u>Amendment</u>

After discussion, Mr. Teller made a motion to amend the budget to include the engineering on Tank Maintenance. Ms. Freeman seconded the motion and it carried unanimously.

Financial <u>Reports</u> Denise Fox presented the Financial Reports for June 2014. After review, Ms. Freeman made a motion to accept the reports as presented. Mr. Teller seconded the motion and it carried unanimously. (A copy of the financial reports are on file in the District's office.)

Engineer's <u>Report</u>

Mr. Urban reported on current projects.

Manager's Report

Mr. Young reported on maintenance and operations of the District. (A copy of this report is on file in the District's office.)

As there was no further business to come before the Board, a motion was duly made and seconded to adjourn.

NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4

Russ Miget, President

ATTEST:

Suzette Freeman, Secretary-Pro-Tem

NUECES COUNTY WCID #4 EMPLOYEE PAY GRADES SEPTEMBER 2014

Revised August 21 2014

Job Descriptions

It is the policy and intent of the District to provide sufficient compensation for its employees in order for the District to attract, retain, and motivate proficient and qualified individuals for all positions. The District pay plan is fair and equitable in rewarding employees for outstanding work performance that contributes to the overall success and effectiveness to provide an efficient, professional service to the customers of the District.

These Job Descriptions are merely an indication of an employee's predominant duties and in no way restrict Management in the assignment of any work. The Manager shall prepare job descriptions for all classes of employees. These job descriptions shall be reviewed at least annually to ensure that they adequately and efficiently reflect the duties and responsibilities most advantageous to the District. Employees will be expected to perform the duties specified by such job descriptions, and provide a professional and safe environment for the employees and customers of the District.

All positions are allocated to pay grades in accordance with the duties and responsibilities of that position. The District Manager has the right to change job classifications to facilitate better service to the public and improve efficiency of the District. The Manager may grant a grace period for an employee hired or assigned a particular pay grade to allow that employee adequate time to comply with that pay grade. Employees are hired on the assumption that each employee will perform other work related duties as required that may not be specifically spelled out in their job description. WWTP specific employees will not be required to acquire licenses for water and will only be required to be on call for the waste water treatment plant.

Promotions and salary increases shall be based on job performance, evaluated merit, loyalty, upgrading of licenses, improving and learning skills, and the availability of funds. It is at the sole discretion of the Manager as to when an employee qualifies for advancement of pay within a pay grade or advancement to another pay grade. If an employees upgrades licenses or increases longevity it does not guarantee that employee an advancement of pay or pay grade.

Last amended 08/21/2014

<u>WATER / WASTEWATER MAINTENANCE WORKER I</u> (\$14.39 hr - \$16.84 hr) \$29,931 - \$35,027

Provides manual labor following basic routines directed by an immediate supervisor during construction, repair and maintenance of District water or wastewater services and facilities. Knowledge of proper equipment used in the repair & maintenance of District's water and wastewater system. Ability to operate vehicles and equipment such as dump trucks, backhoes, boring machine, etc. Capable of lifting heavy objects and performing strenuous duties in the field. Ability to complete forms for inspections of equipment & records of work performed. Math skills required for determining chemical dosages & line measurements. Must possess good communication skills and the ability to read, comprehend and complete forms for inspections and records of work performed. Ability to follow oral and written instructions. Must possess High School diploma or GED, valid Texas driver's license with driving record that meets District's guidelines and be able to pass background check. Rotating on call is not allowed.

<u>WATER / WASTEWATER MAINTENANCE WORKER II</u> (\$14.97 hr - \$20.30 hr) \$31,137 - \$42,224

Must meet all criteria for Maintenance Worker I. Must possess at least a D license in water and have six months experience in comparable field. Must acquire a D license in both water and wastewater to reach upper limit of pay scale. Rotating on-call required.

<u>WATER / WASTEWATER MAINTENANCE WORKER III</u> (\$16.99 hr - \$23.75 hr) \$35,339 - \$49,400

Must meet all criteria for Maintenance Worker II. Must possess at least one D and one C licenses in water and wastewater and have three years experience in comparable field. Must acquire a C license in both water in wastewater to reach upper limit of pay scale. Rotating on call required.

WATER / WASTEWATER MAINTENANCE WORKER IV / CREW LEADER (\$20.45 hr - \$29.51 hr) \$42,536 - \$61,380

Limited to one position per crew.

Must meet all criteria for Maintenance Worker III. Must be able to lead crew in maintenance, installation, and repairs of the water and wastewater system. Must possess at least C license in water and wastewater and have seven years experience in comparable field. Rotating on call required.

<u>CREW FOREMAN I</u> (\$21.60 hr - \$30.67 hr) \$44,928 - \$63,793

Must meet all criteria for Maintenance Worker IV. Must be able to supervise a group of employees performing service to the water and wastewater facilities. Must have and exercise the ability to plan the work activities of subordinates, scheduling of assignments and assigning work activities. Maintain detailed and accurate records. Must be able to manage and evaluate employees. Responds to customer complaints and concerns, assist with line locating and inspections. Responsible for the maintenance and recording of all inventory of the District. Must have excellent communication skills and ability to read drawings, maps and blueprints. Must possess a C license in both water and wastewater. Must be able to pass a B water license to reach upper limit of pay scale. Foreman is expected to respond to assist on-call personnel when needed. This position is under supervisory of Superintendent.

Last amended 08/21/2014

WWTP Operator (\$21.60 hr - \$30.67 hr) \$44,928 - \$63,793

Must have and exercise the ability to plan the work activities of subordinates, scheduling of assignments and assigning work activities. Maintain detailed and accurate records. Must be able to manage and evaluate employees. Will report to and be required to perform special projects for the Superintendent as needed. Must possess knowledge of TCEQ and EPA rules and regulations to assure testing, treatment, and sampling requirements of all State and Federal agencies are met and properly documented. Will be responsible for all operations, maintenance, appearance, and safety of the Wastewater Treatment Plant.

Must possess a B wastewater treatment license, High School diploma or GED, valid Texas driver's license with driving record that meets District's guidelines and be able to pass background check.

<u>Purchasing / Inventory Clerk</u> (\$14.39 hr - \$22.60 hr) \$29,931 - \$47,008

Will be responsible for accurately maintaining and controlling inventory and purchasing. Will work closely with foremen and vendors to provide the types of goods and services required. Will also be required to act as a receptionist, answer the telephone, wait on customers and tend to work orders and payments. Applicant will be required to possess excellent communication and clerical skills. Works under direct supervision of the Superintendent. Must possess High School diploma or GED, valid Texas driver's license with driving record that meets District's guidelines, required to pass background check, and must have at least one year experience in related field.

<u>CUSTOMER SERVICE REPRESENTATIVE</u> (\$14.39 hr - \$22.60 hr) \$29,931 - \$47,008

Will perform clerical and customer service duties in support of utility service activities involving request for service, payments, billing and handling of customer complaints, providing information and maintaining related customer records. Will be required to act as a receptionist, answer the telephone, wait on customers and tend to work orders, billing and payments. Works under direct supervision of the Office Manager. Must possess High School diploma or GED, valid Texas driver's license with driving record that meets District's guidelines, required to pass background check, and must have at least one year experience in related field.

<u>OFFICE MANAGER</u> (\$21.67 hr -\$30.67 hr) \$45,073 - \$63,793

Must meet all criteria for Customer Service Representative. Will work directly under the Finance Director and will be responsible for utility billing, coordinating and performing elections including records. Will be required to perform special projects for the Finance Director as needed. Will be responsible for files, monthly data and quarterly reports for TCEQ. The office manager is expected to professionally handle customer problems and inquiries concerning billing, payments, adjustments, and other related issues as defined in District Policies. Must possess High School diploma or GED, valid Texas driver's license with driving record that meets District's guidelines, required to pass background check, and must have five years experience in related field. Some college education in a business related field is desired.

Last amended 08/21/2014

FINANCE DIRECTOR

Salary

Will work directly under the District Manager and will be responsible for all office matters and the administration and reporting of all finances and investments, and all human resource duties of the District. This position will be exempt from overtime in accordance with the Federal Fair Labor Standards Act, 29 U.S. Code, Chapter 8 as well as applicable cases of the courts of the State of Texas and the United States of America, and will devote such time and efforts to the performance of his duties as are necessary to successfully perform such duties. Will be required to maintain general ledgers, financial and investment statements, personnel files and employee time records, and the District's Inventory record. Will attend Board Meetings, prepare agendas, minutes and packets for the Board Directors. Must possess High School diploma or GED, valid Texas driver's license with driving record that meets District's guidelines, required to pass background check, and must have five years experience in financing. Some college education in accounting or mathematics desired.

SUPERINTENDENT

Salary

Must meet all criteria for Crew Foreman. Will be required to manage the water distribution system, collection system, sewer lift stations, and the District's SCADA system, and all other field operations. This position will be exempt from overtime in accordance with the Federal Fair Labor Standards Act, 29 U.S. Code, Chapter 8 as well as applicable cases of the courts of the State of Texas and the United States of America, and will devote such time and efforts to the performance of his duties as are necessary to successfully perform such duties. Will be required to perform special projects for the Manager as needed. Required to schedule personnel properly to ensure twenty-for hour operation with minimal overtime. Assures testing, treatment, and sampling requirements of the State and Federal agencies are met and properly documented. Will assist manager with all Emergency Management Coordination and reside within the boundaries of the District. Must possess a B water and a C wastewater license, High School diploma or GED, valid Texas driver's license with driving record that meets District's guidelines and be able to pass background check.

Certificate of Election

IN THE NAME AND BY THE AUTHORITY OF

Nueces County Water Control and Improvement District No. 4,

Nueces County, Texas

Russ Miget, President

Nueces County Water Control and Improvement District No. 4

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, <u>Merle Mark Teller</u> will faithfully execute the duties of the office Control and Improvement District No. 4 of the ability preserve, protect, and defend the Control of this State, so help me God.	the State of Texas, and will to the best of my
DENISE FOX Notary Public, State of Texas My Commission Expires February 21, 2016	Merle Mark Teller
SWORN TO and Subscribed before me by	Merle Mark Teller on this Z S day of
	Denise Fox, Notary Public in and for the STATE/OF TEXAS

Nueces County Water Control and Improvement District No. 4

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, <u>Gloria Joan Holt</u> will faithfully execute the duties of the office	, do solemnly swear (or affirm), that I
Control and Improvement District No. 4 of the	ne State of Texas, and will to the best of my
ability preserve, protect, and defend the Con of this State, so help me God.	stitution and laws of the United States and
or and state, so help like God.	
DENISE FOX Notary Public, State of Texas My Commission Expires	Gloria Joan Holl
February 21, 2016	Gloria Joan Holt (/
SWORN TO and Subscribed before me by	Claria Isan Halt on this 76th
Qugust .	Gioria Joan Froit on this Ze day of
0	()
	Drugs Tr
	Denise Fox, Notary Public /
	in and for the STATE OF TEXAS

MINUTES OF

REGULAR MEETING

May 8, 2014

STATE OF TEXAS

§

COUNTY OF NUECES

S

On the 8th day of May, 2014, the Board of Directors for the Nueces County Water Control & Improvement District No. 4 convened at 5:00 pm in a Regular Meeting at the District Office, 315 South 9th Street, Port Aransas, Texas, there being present and in attendance the following to wit:

President Vice President Joan Holt

Russ Miget Marc Teller Secretary

Members

Director

Ed Reed

Absent Secretary Pro-tem

Suzette Freeman

Staff:

Manager Finance Director Attorney Mark Young Denise Fox Charles Zahn Jim Urban

Engineer

The meeting was called to order at the scheduled hour by the presiding officer, Mr. Miget, pursuant to notice posted.

Minutes

A motion was made by Ms. Holt and seconded by Mr. Teller to approve the minutes of the February 6, 2014 meeting. The motion carried unanimously. (The minutes were mailed to each director prior to the meeting.)

Election Cancellation Ms. Fox presented the Certification of Unopposed Candidates and an Order of Cancellation for the Directors Election scheduled for May 10, 2014. Mr. Teller made a motion to accept the Certification and to approve the Order to Cancel the Election. Ms. Holt seconded the motion and it carried unanimously. (The Certification and Order is attached and becomes a permanent part of these minutes.)

Tank Maint Budget After discussion, Mr. Teller made a motion to amend the budget to include the engineering on Tank Maintenance. Ms. Holt seconded the motion and it carried unanimously.

Amendment

A motion was made by Mr. Teller to authorize management to enter into a contract to negotiate an agreement for the use of an abandoned force main for non potable water transfer for La Pamilla Golf Course. Ms. Holt seconded the motion and it carried unanimously. (Force Main Agreement is attached)

Main Agreement

Force

Engineer's Report

Mr. Urban reported on current projects.

Financial Report Denise Fox presented the Financial Reports for March 2014. After review, Mr. Teller made a motion to accept the reports as presented. Ms. Holt seconded the motion and it carried unanimously. (A copy of the financial reports are on file in the District's office.)

Regular Meeting May 8, 2014 Page 2

Manager's Report

Mr. Young reported on maintenance and operations of the District. (A

copy of this report is on file in the District's office.)

As there was no further business to come before the Board, a motion was duly made and seconded to adjourn.

> NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4

ORDER OF CANCELLATION ORDEN DE CANCELACIÓN

The Nueces County Water Control & Improvement District No. 4 hereby cancels the election scheduled to be held on May 10, 2014 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El Nueces County Water Control & Improvement District No. 4 por la presente cancela la elección que, de lo contrario, se hubiera celebrado el Mayo 10, 2014 de conformidad, con la Seccion 2.053(a) del Codigo de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuacion:

Candidate(Candidato)

Office Sought(Cargo al que presenta candidature)

Gloria Ioan Holt

Director

Merle Marc Teller

Director

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Dia de las Elecciones se exhibirá una copia de esta orden en tadas las mesas electorales que se hubieran utilizado en la elección.

Suzette Freeman

Secretary Pro-tem(Provisional de secretario)

Russ Miget

President(Presidente)

(seal)

May 8, 2014

Date of Adoption

CERTIFICATION OF UNOPPOSED CANDIDATES

IN THE NAME AND BY THE AUTHORITY OF

Nueces County Water Control and Improvement District No. 4,

Nueces County, Texas

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office of Director for the general election scheduled to be held on May 10, 2014.

Gloria Joan Holt	
Merle Marc Teller	

In testimony whereof, I have hereunto signed my name and caused the Seal of Nueces County Water Control and Improvement District No. 4, to be affixed, this the <u>8</u> day of <u>May</u>, 2012.

Seal

Suzette Freeman, Secretary Pro-tem

FORCE MAIN USE AGREEMENT

THE STATE OF TEXAS §

8

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES §

THIS FORCE MAIN USE AGREEMENT, dated this the ______ day of May, 2014, (the "Effective Date"), hereinafter referred to as the "Agreement", is entered into by and between the NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4, a water control and improvement district and political subdivision of the State of Texas, organized and existing pursuant to Article XVI, Section 59 of the Texas Constitution, hereinafter referred to as the "District", and KM BEACH, LLC, a Texas limited liability company, hereinafter referred to as "KM Beach".

WITNESSETH:

WHEREAS, the District owns and operates facilities for the collection and treatment of wastewater to promote the health, safety and convenience of the owners and users of land located within the boundaries of the District; and,

WHEREAS, the District owns a force main for the transportation of wastewater on the east side of State Highway 361 in Port Aransas, Nueces County, Texas which force main is not being utilized by the District to transport wastewater to the sewage treatment facilities of the District; and,

WHEREAS, KM Beach has utilized that section of the force main owned by the District to transport water from fresh water lakes on property owned by KM Beach on the west side of State Highway 361 in the City of Port Aransas to the holding tank owned by KM Beach pursuant to an Effluent Use Agreement dated February 21, 2013 to provide water for the golf course facility owned and operated by KM Beach; and,

WHEREAS, KM Beach has proposed that it be allowed to continue to use that portion of the force main that the District is not using to transport water from fresh water lakes on property owned by KM Beach on the west side of State Highway 361 in the City of Port Aransas to the holding tank owned by KM Beach pursuant to an Effluent Use Agreement dated February 21, 2013, hereinafter referred to the "Effluent Use Agreement", to provide water for the golf course facility owned and operated by KM Beach; and,

WHEREAS, KM Beach and the District agree that the Effluent Use Agreement provides that the District has expended significant funds on the construction of the facilities necessary to provide effluent to KM Beach pursuant to the Effluent Use Agreement; and,

WHEREAS, KM Beach and the District agree that the Effluent Use Agreement provides that KM Beach will pay for a minimum of 5,000,000 gallons of effluent per month during the term of the Effluent Use Agreement or any extensions thereof; and,

WHEREAS, KM Beach has developed or is developing land which is within the boundaries of the District on Mustang Island, Nueces County, Texas (the "Property") into a golf course facility known as the "The Palmilla Beach Golf Resort" (or such other name as may be designated in writing to the District by KM Beach), and desires to make use of the force main to provide water for irrigation of the golf course; and,

WHEREAS, the District and KM Beach agree that it will be in the best interest of the parties to make special provision for the use of a portion of the force main owned by the District to transport water for such irrigation.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, and the mutual benefits, covenants and agreements contained herein, the District and KM Beach hereby agree as follows:

ARTICLE I

KM Beach shall, in accordance with the terms and conditions contained herein, have the right to use that portion of the force main owned by the District on the east side of State Highway 361 in Port Aransas, Nueces County, Texas which is not being utilized by the District, to transport water from fresh water lakes on property owned by KM Beach on the west side of State Highway 361 in the City of Port Aransas to the holding tank owned by KM Beach pursuant to an Effluent Use Agreement dated February 21, 2013 and to use that water for irrigation of the golf course facility developed by KM Beach.

ARTICLE II

KM Beach will, at its sole cost and expense, be responsible for making all needed repairs, flushing, sterilizing, and cleaning of and to the force main facility being provided herein as, well as performing all items of maintenance necessary or advisable for KM Beach to use the force main for the purposes set forth herein.

ARTICLE III

KM Beach agrees that the water transported from the lakes owned by KM Beach through the force main line referenced herein will be utilized solely to provide water for irrigation purposes to the golf course owned and operated by KM Beach.

ARTICLE IV

KM Beach further agrees that the water will not be pumped or utilized by KM Beach unless and until the demand for water to water the golf course facility being developed by KM Beach is in excess of the 750,000 per day of effluent that KM Beach has agreed to purchase from the District pursuant to the Effluent Use Agreement entered into by and between the District and KM Beach dated February 21, 2013 or the maximum amount of effluent that the District has available for use by KM Beach, whichever is less.

ARTICLE V

KM Beach agrees that the District has expended significant funds on the construction of the facilities necessary to provide effluent to KM Beach pursuant to the Effluent Use Agreement and that it has agreed to pay for a minimum of 5,000,000 gallons of effluent per month during the term of the Effluent Use Agreement or any extensions thereof and as such shall be deemed to have taken and used this minimum volume on a monthly basis whether or not such amount is or was actually taken or used. The failure to pay for the minimum available amount of effluent pursuant to the Effluent Use Agreement or the pumping or utilization of water from the fresh water lakes owned by KM Beach before utilizing the 750,000 gallons of effluent per day (so long as that amount is available on any given day) that KM Beach has agreed to purchase pursuant to the Effluent Use Agreement is a violation of this Agreement and the Effluent Use Agreement entered into by and between the parties. A violation of this provision subjects the Agreement and the Effluent Use Agreement to cancellation by the District. Any agreement by the District to supply effluent to KM Beach pursuant to this Agreement and/or the Effluent Use Agreement is contingent upon full compliance by KM Beach with the provisions of this agreement and the Effluent Use Agreement. Before termination or revocation, the District shall issue written notice to KM Beach specifying the nature of the breach, and shall provide KM Beach with a reasonable opportunity to cure the breach. Notwithstanding anything to the contrary contained herein, if the District determines that there are numerous breaches or a pattern of breaches of this Agreement and/or the Effluent Use Agreement, then, in that event, the District may terminate this Agreement and/or the Effluent Use Agreement without any further notice to KM Beach.

ARTICLE VI

The water to be pumped pursuant to this Agreement will be pumped into the effluent tank during daylight hours to negate the possibility of the tank overflowing because it is being filled manually. Since the water is being mixed with effluent, the Texas Commission on Environmental Quality ("TCEQ") deems the water to be effluent. If the effluent tank overflows it violates the permit that TCEQ issues and is a violation of the agreements between the parties and subjects the agreement to cancellation by the District.

ARTICLE VII

KM Beach has purchased and operates a line between the lakes owned by KM Beach and the force main owned by the District which line was constructed in accordance with plans approved by the District as well as with the standards of the District and that line, the appurtenances to said line and the portion of the force main being utilized by KM Beach will be maintained in accordance with standards of the District at the sole cost and expense of KM Beach.

ARTICLE VIII

The District has previously granted an easement across lands owned by the District to accommodate the installation of the line from the lakes owned by KM Beach to the force main owned by the District.

ARTICLE IX

The term of the Agreement will be twenty-four (24) months from the Effective Date.

KM Beach agrees that any reasonable costs incurred by the District for legal costs relating to the drafting and adoption of the Agreement and engineering, inspecting, and permitting costs relative to the Agreement will be reimbursed by KM Beach within fifteen (15) days from receipt of an invoice for said cost, with said costs not to exceed \$5,000 without prior approval from KM Beach which shall not be unreasonably withheld

ARTICLE X

The consideration for the use of the line will be determined and approved from time to time by the Board of Directors of the District. The consideration at this time is \$10.00.

ARTICLE XI

KM Beach agrees that the use of the line will not violate any permits from state or federal agencies held by the District or required for the District to provide the services for which it was organized.

ARTICLE XII

KM Beach agrees that any reasonable costs incurred by the District for legal costs relating to the drafting and adoption of the Agreement and engineering, inspecting, and permitting costs relative to the Agreement will be reimbursed by KM Beach within fifteen (15) days from receipt of an invoice for said cost, with said costs not to exceed \$5,000 without prior approval from KM Beach which shall not be unreasonably withheldrelative to the Agreement will be reimbursed by KM Beach within fifteen (15) days from receipt of an invoice for said cost.

ARTICLE XIII

KM Beach agrees to indemnify, save and hold the District harmless from any and all claims, actions or causes of action arising out of, or having to do with, its use of the force main owned by the District that is the subject of this Agreement as well as use of the water out of the lakes owned by KM Beach for the purpose of providing said water for irrigation of the golf course owned and operated by KM Beach.

ARTICLE XIV

KM Beach may not assign this Agreement. KM Beach shall not sell, transfer, trade, hypothecate or otherwise dispose of this Force Main Use Agreement with the District, without the express written consent of the District, which consent will not be unreasonably withheld; provided however, that KM Beach shall have the right to assign this Agreement, without the

District's consent to an entity which is controlled by KM Beach. In the event that this Agreement is assigned to an entity in which KM Beach or its principles do not own a controlling interest then, in that event, such assignment is subject to the written approval of the District, which written approval must not be unreasonably withheld.

ARTICLE XV

This Agreement may be executed in a number of counterparts; each of which shall for all purposes be deemed to be an original, and all such counterparts shall constitute and be one and the same instrument.

ARTICLE XVI

No failure by any party hereto to insist upon the strict performance or observance of any obligation hereunder, or to exercise any right or remedy subsequent to a breach thereof, shall constitute a waiver of any such obligation or breach thereof. No waiver of any breach of any such obligation shall effect or alter this Agreement or shall be deemed a waiver of any other then existing or subsequent breach hereof.

ARTICLE XVII

Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) delivered personally, (ii) forwarded by facsimile transmission, or (iii) sent by certified mail, return receipt requested, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices personally delivered shall be deemed delivered on the date of delivery. All notices forwarded by facsimile shall be deemed received two (2) days after the date the same are sent. All notices forwarded by mail shall be deemed received seven (7) days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following the date of deposit in the U.S. mail. Provided, however, the return receipt indicating the date upon which all notices were received shall be <u>prima facie</u> evidence that such notices were received on the date on the return receipt.

If to the District:

NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4 315 South 9th Street Port Aransas, Texas 78373 Attn: Mr. Mark Young District Manager

With a copy to:

Charles W. Zahn, Jr. Attorney at Law P.O. Box 941 Port Aransas, Texas 78373 If to KM Beach:

KM BEACH, LLC

755 East Mulberry Avenue

Suite 100

San Antonio, Texas 78212 Attn: Mr. Troves Gilbert

The addressees and addresses may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes.

ARTICLE XVIII

This Agreement and other documents executed between the parties embodies the entire agreement and understanding of the District and KM Beach relating to the subject matter hereof and supersedes all prior representations, agreements and understandings of the parties. No agreement between the parties, or any amendment to this Agreement shall be valid or enforceable unless reduced to writing and approved by the parties hereto.

ARTICLE XIX

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue for any proceeding involving this Agreement shall be in Nueces County, Texas.

ARTICLE XX

In case any provision of this Agreement or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

ARTICLE XXI

This Agreement contains the entire agreement of the parties and may not be changed except by their written consent.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

"District"

NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4

Ву

Mark Young, District Manager

"KM Beach"

KM BEACH, LLC

By

Mr. Troves Gilbert

Its Chief Financial Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on the <u>12</u> day of May, 2014, by Mark Young, District Manager of the Nueces County Water Control and Improvement District No. 4, a water control and improvement district and political subdivision of the State of Texas, on behalf of said political subdivision.

NOTARY PUBLIC - STATE OF TE

DENISE FOX and Public, State of Texas comission Expires and 21, 2016

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on the 8th day of May, 2014, by Troves Gilbert, Chief Financial Officer of KM Beach, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC - STATE OF TEX



Prepared in the Law Offices of:

Charles W. Zahn, Jr. Attorney at Law P.O. Box 941 Port Aransas, Texas 78373

After recording return to:

Nueces County Water Control & Improvement District No. 4 315 South 9th Street Port Aransas, Texas Attn: Mr. Mark Young Its Manager

MINUTES OF

REGULAR MEETING

FEBRUARY 6, 2014

STATE OF TEXAS

§

COUNTY OF NUECES

§

On the 6th day of February, 2014, the Board of Directors for the Nueces County Water Control & Improvement District No. 4 convened at 5:00 p.m. in a Regular Meeting at the District Office, 315 South 9th Street, Port Aransas, Texas, there being present and in attendance the following to wit:

Vice President

Marc Teller

Secretary

Joan Holt

Secretary Pro-tem

Suzette Freeman

Director

Ed Reed

Staff:

Manager

Mark Young

Finance Director

Denise Fox

Auditor

Allan L. Johnston

Attorney

Charles Zahn

Members

Absent:

President

Russ Miget

The meeting was called to order at the scheduled hour by the presiding officer, Mr. Teller, pursuant to notice posted.

Minutes

A motion was made by Mr. Reed and seconded by Ms. Freeman to approve the minutes for the December 20th, 2013 meeting. The motion carried unanimously. (The minutes were mailed to each director prior to the meeting.)

2012-13

<u>Audit</u>

Mr. Johnston presented a review of the 2012-13 Audit. The Audit financial pages were mailed to each director prior to the meeting. The Audit, which also included a required management letter and the GASB 34 requirements, had no exceptions reported. Mr. Reed made a motion seconded by Ms. Holt to accept the audit as presented. The motion carried unanimously.

Proposal Mr. Young presented the board a proposal from Allan L Johnston regarding for future future audits. Mr. Reed made a motion to accept the proposal. Ms. Holt seconded the **Audits** motion and it carried unanimously.

LaPamilla Golf

Course

A motion was made by Mr. Reed to authorize management to enter into a contract to negotiate an agreement for the use of an abandoned force main for non potable water transfer for La Pamilla Golf Course. Ms. Holt seconded the motion and it carried unanimously.

Regular Meeting February 6, 2014 Page 2

Directors' **Election**

After discussing the upcoming election, Ms. Freeman made a motion to call the Directors' Election to be held on May 10, 2014 and that said election be held in accordance with the Texas Election codes. Mr. Reed seconded the motion and it carried unanimously.

Financial

Ms. Fox presented the Financial Report ending December of 2013 and the Quarterly Investment Report. After review, Mr. Reed made a motion to accept the reports Report as presented. Ms. Freeman seconded the motion and it carried unanimously. (A copy of the reports are on file in the District's office.)

Engineer's

Report

No report.

Manager's Report.

Mr. Young reported on maintenance and operations of the District. (A copy of this report is on file in the District's office.)

As there was no further business to come before the Board, a motion was duly made and seconded to adjourn.

> NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4

Marc Teller, Vice-President

)

NOTICE AND ORDER OF ELECTION (AVISOY ORDEN DE ELECCION)

An election is hereby ordered to be held on May 10, 2014 for the purpose of electing 2 Directors for the Nueces County Water Control & Improvement District No. 4. (Una election es por este medio ordenada ser sostenida el 10 de Mayo de 2014 para la election de 2 directores del Nueces County Water Control & Improvement District No. 4.)

Notice is hereby given that the polling place listed below will be open from 7:00 a.m. to 7:00 p.m., on May 10, 2014, for voting in a General Election, to elect 2 Directors. (Dan por este medio el aviso esto el centro electoral puesto en una lista abajo estara abierto de 7:00 a.m. hasta las 7:00 p.m. el 10 de Mayo, 2014 para votar en unas elecciones generales para elegir a 2 directores)

Location of polling place: (Direction de las casillas electorales:)
Port Aransas Community Center, 408 N. Alister, Port Aransas, Texas.

Early voting by personal appearance will be conducted each weekday at the Port Aransas Community Center, 408 N. Alister, Port Aransas, Texas between the hours of 8:00 a.m. to 5:00 p.m. beginning on April 28, 2014 and ending on May 6, 2014, 9:00 a.m. to 1:00 p.m. on Saturday May 3, 2014 and 7:00 a.m. to 7:00 p.m. on May 5 and 6, 2014. (La votacion temprano por el aspecto (aparicion) personal sera conducida cada dia laborable en el Port Aransas Community Center, 408 N. Alister, Port Aransas, Texas entre las horas de las 8:00 hasta las 5:00 el principio el 28 de Abril, 2014 y terminando el 6 de Mayo, 2014. Y el dia 5 de mayo de las 9:00 a.m. y terminando a la 1:00 p.m., el sabado, de Mayo de 2014 y 7:00 a.m. hasta las 7:00 p.m. el 5 y 6 de Mayo 2014.

Applications for ballot by mail should be mailed to: (Las solicitudes de la votacion por el correo deberian ser enviadas a)

Mark Young, Nueces County W.C.I.D. #4, 315 S. 9th Street, Port Aransas, Texas 78373

Applications for ballots by mail must be received no later than the close of business on May 1, 2014. (Las solicitudes de votaciones por el correo no deben ser recibudas mas tarde queal fin de negocios el 1 de Mayo, 2014)

Issued this 6th day of February, 2014. (Emitada este dia 6th de Febrero, 2014.)

Joan Holt, Secretary

Marc Teller, Vice President