

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

REMOVAL OF 4-INCH STEEL PIPE LINE

FROM CORPUS CHRISTI SHIP CHANNEL

AT PORT ARANSAS

FOR

NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4

1973

McCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
CORPUS CHRISTI, TEXAS

NOTICE TO BIDDERS

The Nueces County Water Control & Improvement District No. 4 has been notified by the Corps of Engineers to remove an eight inch (8") and a four inch (4") water line that lies in the Corpus Christi ship channel in the vicinity of the ferry landing between Harbor Island and Port Aransas. These lines must be moved by March of 1973.

The Water District is inquiring for bids from anyone interested in this job.

There is also another eight inch (8") water line and telephone line in the same ditch with the Water District's eight inch (8") water line. These owners will also be required to remove their lines.

Additional information may be obtained by inquiring at the Nueces County Water Control and Improvement District No. 4 office, Mr. Don Roy Farley, Manager. Phone No. 512-749-5101.

Published in Corpus Christi Caller: December 27, 1972
January 3, 1973

Subsequent addendum to all interested bidders withdrew the 8 inch lines and the telephone line from the call for bids.

SECTION A

SPECIAL PROVISIONS

A-1 - DESCRIPTION OF THE PROJECT:

This project consists of the removal of and disposal of an existing 4-inch steel pipe line belonging to the Nueces County Water Control & Improvement District No. 4, which crosses the Port Aransas-Corpus Christi Waterway or Ship Channel at the U.S. Corps of Engineers Stationing 39 + 17, more or less, just east of the Ferry Crossing as indicated on the Plan made a part of this document. The pipe line is to be removed from bank to bank, a length of 1600 feet more or less.

A-2 - REMOVAL PROCEDURE:

All work shall be in strict accordance with the requirements of the U.S. Corps of Engineers, and with any pertinent ^{regulations} ~~negotiations~~ of the Nueces County Navigation District No. 1, and all Federal and State navigation and safety laws and regulations. All land areas used shall be cleaned up and the channel bottom left in condition satisfactory to the U.S. Corps of Engineers, with no metallic or concrete debris.

A-3 - DISPOSAL OF PIPE:

The pipe is to become the property of the Contractor and it shall be his responsibility to dispose of it.

A-4 - FAILURE TO COMPLETE ON TIME:

The fact that the U.S. Corps of Engineers will let a contract for the dredging of the Ship Channel very soon after this date and will begin such work almost immediately makes the time of completion of the removal of this 4-inch pipe a matter of great urgency. Should the Contractor fail to complete the removal of the line within the time provided in the Agreement, the Contractor shall be liable to the Owner for damages in such measure as extra costs are imposed on the Owner by the U.S. Government for failure to clear the line out of its contractor's way.

A-5 - CERTIFICATE OF INSURANCE:

The Contractor shall furnish Certificates of Insurance providing that his interests are adequately covered in accordance with the following, and such insurance shall be endorsed as fully applicable to Marine operations:

(a) Public Liability:

1. Bodily Injury - \$100,000 - \$300,000
2. Property Damage - \$50,000 - \$100,000

(b) Auto Liability:

1. Bodily Injury - \$100,000 - \$300,000
2. Property Damage - \$50,000

This coverage is to include all cars and trucks owned, rented, hired or leased, and others of non-ownership nature used by employees in and around or in connection with, the particular contract.

(c) Public Liability - Contractor's Protective:

1. Bodily Injury - \$100,000 - \$300,000
2. Property Damage - \$50,000 - \$100,000.

The certificates to the above insurance policies shall be attached to and made a part of these documents.

A-6 - STATE AND LOCAL SALES TAX:

This contract is issued by an organization which qualifies for exemption pursuant to the provisions of Article 20.04(F) of the Texas Limited Sales, Excise and Use Tax Act

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95-0.09 as amended to be effective October 2, 1968.

A-7 - PAYMENT:

No partial payment will be made. Final acceptance and payment will be made after completion of removal of the line and approval of the condition of the site by the U.S. Corps of Engineers.

Lloyd W. Richardson, Chairman of the Board
R. C. Thwing, President



Lloyd W. Richardson Construction Corporation
General Marine Contractors

Dragline Work — Pile Driving — Towing — Barging — Dredging
1054 South Rife

Aransas Pass, Texas 78336

January 29, 1973

PROPOSAL

Phones
758-5331
Night Numbers
758-5361
758-3073
Corpus Christi
882-8434

Nueces County Water Control
& Improvement District No. 4
P. O. Box 128
Port Aransas, Texas 78373

Attention: Mr. Don Roy Farley

Re: Remove 4" Water Line
that crosses P.A.C.C.
Waterway from Harbor
Island to Port Aransas

Dear Sir:

We wish to quote you the price for removal of the above
captioned line and disposal of same for a Lump Sum Price of
\$ 8,335.50 .

If this job can be done in conjunction with removal of Central
Power & Light cables, then deduct \$ 380.00 , from the above price.

Sincerely,

Lloyd W. Richardson Construction Corporation

R. C. Thwing - President

STANDARD FORM OF AGREEMENT

As Adopted By
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS
October 7, 1971

Revised November 17, 1928

Revised April 15, 1932

Revised October 27, 1934

Revised October 19, 1945

Revised April 8, 1954

Revised April 21, 1960

Revised October 7, 1971

Approved as to Legal Form by
Legal Counsel

STATE OF TEXAS
COUNTY OF NUECES }

THIS AGREEMENT, made and entered into this _____ day of _____,
A. D. 19 73, by and between Nueces County Water Control & Improvement
District No. 4, Port Aransas
of the County of Nueces and State of Texas, acting through
the President of its Board of Directors

thereunto duly authorized so to do,
Party of the First Part, hereinafter termed OWNER, and Lloyd W. Richardson
Construction Corporation, a Texas Corporation

of the City of Aransas Pass, County of San Patricio
and State of Texas, Party of the Second Part, hereinafter termed
CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements herein-
after mentioned, to be made and performed by the Party of the First Part (OWNER), and under
the conditions expressed in the bond bearing even date herewith, the said Party of the Second
Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to
commence and complete the construction of certain improvements described as follows:
**Removal and Disposal of a 4-inch Steel Pipe Line crossing the Corpus Christi Ship
Channel east of the Ferry Crossing at Port Aransas,**

and all extra work in connection therewith, under the terms as stated in the General Conditions
of the Agreement and at his (or their) own proper cost and expense to furnish all the materials,
supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories
and services necessary to complete the said construction, in accordance with the conditions and
prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors,
General and Special Conditions of Agreement, Plans and other drawings and printed or written
explanatory matter thereof, and the Specifications and addenda therefor, as prepared by
McCAUGHAN & ETHERIDGE, 320 Wilson Building, Corpus Christi, Texas 78401

herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and
the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions
of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made
a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 30 ~~calendar days~~ ~~working days~~ after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4
Party of the First Part (OWNER)

LOYD W. RICHARDSON CONSTRUCTION CORPORATION
Party of the Second Part (CONTRACTOR)

By: _____

By: _____

ATTEST: _____

ATTEST: _____

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF _____ }

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____
County of _____, and State of _____, as
principal, and _____
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held
and firmly bound unto _____ (Owner),
in the penal sum of _____ Dollars (\$ _____)
for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the _____ day of _____, 19____, to

which contract is hereby referred to and made a part hereof as fully and to the same extent
as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully
observe and perform all and singular the covenants, conditions and agreements in and by said
contract agreed and covenanted by the Principal to be observed and performed, and according to
the true intent and meaning of said Contract and the Plans and Specifications hereto annexed,
then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of
the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in
accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the contract, or to the work performed thereunder, or the plans,
specifications, or drawings accompanying the same, shall in anywise affect its obligation on this

bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 19_____.

Principal

By _____

Title _____

Address _____

Surety

By _____

Title _____

Address _____

The name and address of the Resident Agent of Surety is:

PAYMENT BOND

STATE OF TEXAS }
COUNTY OF _____ }

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____,
County of _____, and State of _____, as
principal, and _____
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held
and firmly bound unto _____ (Owner),
in the penal sum of _____ Dollars (\$ _____)
for the payment whereof, the said Principal and Surety bind themselves and their heirs, adminis-
trators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the _____ day of _____, 19____, to

which contract is hereby referred to and made a part hereof as fully and to the same extent as
if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall pay all claimants supplying labor and material to him or a subcontractor
in the prosecution of the work provided for in said contract, then, this obligation shall be void;
otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of
the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in
accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the contract, or to the work performed thereunder, or the plans,
specifications or drawings accompanying the same, shall in anywise affect its obligation on this

bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 19_____.

Principal

By _____

Title _____

Address _____

Surety

By _____

Title _____

Address _____

The name and address of the Resident Agent of Surety is:

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GENERAL CONDITIONS OF AGREEMENT

1. DEFINITIONS OF TERMS

1.01 OWNER, CONTRACTOR AND ENGINEER. The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

1.02 CONTRACT DOCUMENTS. The Contract Documents shall consist of the Notice to Contractors (Advertisement), Special Conditions (Instructions to Bidders), Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of the Agreement, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Plans, and General Conditions of Agreement.

1.03 SUB-CONTRACTOR. The term Sub-Contractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.04 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.05 WORK. The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

1.06 EXTRA WORK. The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal, except as provided under "Changes and Alterations", herein.

1.07 WORKING DAY. A "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.08 CALENDAR DAY. "Calendar Day" is any day of the week or month, no days being excepted.

1.09 SUBSTANTIALLY COMPLETED. By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

2.01 OWNER-ENGINEER RELATIONSHIP. The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

2.02 PROFESSIONAL INSPECTION BY ENGINEER. The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR'S or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

2.03 PAYMENTS FOR WORK. The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgment that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

2.04 INITIAL DETERMINATIONS. The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within a reasonable time. Should the ENGINEER fail to make such decision within a reasonable time, appeal to arbitration may be taken as if his decision had been rendered against the party appealing.

2.05 OBJECTIONS. In the event the ENGINEER renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with the ENGINEER within thirty days his written objection to the decision, and by such action may reserve the right to submit the question so raised to arbitration as hereinafter provided.

2.06 LINES AND GRADES. Unless otherwise specified, all lines and grades shall be furnished by the ENGINEER or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. The CONTRACTOR shall give the ENGINEER ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR'S expense.

2.07 CONTRACTOR'S DUTY AND SUPERINTENDENCE. The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said plans and specifications.

2.08 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2.09 CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.

2.10 CONTRACTOR'S BUILDINGS. The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

2.11 SANITATION. Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.

2.12 SHOP DRAWINGS. The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other Contractor, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

2.13 PRELIMINARY APPROVAL. The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

2.14 DEFECTS AND THEIR REMEDIES. It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

2.15 CHANGES AND ALTERATIONS. The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE. The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

3.02 OWNERSHIP OF DRAWINGS. All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

3.03 ADEQUACY OF DESIGN. It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

3.04 RIGHT OF ENTRY. The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

3.05 COLLATERAL CONTRACTS. The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

3.06 DISCREPANCIES AND OMISSIONS. It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

3.07 EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

3.08 DAMAGES. In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

3.10 PERFORMANCE AND PAYMENT BONDS. Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

3.11 LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

3.12 PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the

nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

3.15 LAWS AND ORDINANCES. The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

3.16 ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

3.17 INDEMNIFICATION. The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,

- (2) Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

3.18 INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Workmen's compensation claims, disability benefits and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages; and
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

3.18.1 CERTIFICATE OF INSURANCE. Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

4. PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION. It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction: provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

4.02 EXTENSION OF TIME. Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER, provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

4.03 HINDRANCES AND DELAYS. No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.

5. MEASUREMENT AND PAYMENT

5.01 QUANTITIES AND MEASUREMENTS. No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

5.02 ESTIMATED QUANTITIES. This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than, or 20% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 20% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) per cent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

5.03 PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

5.04 PARTIAL PAYMENTS. On or before the 10th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER for approval or modification a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 15th day of the current month the total amount of the approved statement, less 10 per cent of the amount thereof, which 10 per cent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may—upon written recommendation of the ENGINEER—pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR; or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

5.05 USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

5.06 FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.

5.07 FINAL PAYMENT. Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or after the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.

5.08 PAYMENTS WITHHELD. The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (f) Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 DELAYED PAYMENTS. Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) per cent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments be not promptly made, as provided under "Partial Payments," to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payments Withheld."

6. EXTRA WORK AND CLAIMS

6.01 CHANGE ORDERS: Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

6.02 MINOR CHANGES: The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

6.03 EXTRA WORK: It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)—By agreed unit prices; or

Method (B)—By agreed lump sum; or

Method (C)—If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and, a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 per cent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) per cent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to arbitration, as hereinbelow provided.

6.04 TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER'S decision, any demand for arbitration shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of delivery to CONTRACTOR of the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

6.05 ARBITRATION. All questions of dispute under this Agreement shall be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three, one named in writing by each party, and the third chosen

by the two arbiters so selected; or if the arbiters fail to select a third within ten (10) days, he shall be chosen by a District Judge serving the County in which the major portion of the project is located, unless otherwise specified. Should the party demanding arbitration fail to name an arbiter within ten (10) days of the demand, his right to arbitrate shall lapse, and the decision of the ENGINEER shall be final and binding on him. Should the other party fail to choose an arbiter within ten (10) days, the ENGINEER shall appoint such arbiter. Should either party refuse or neglect to supply the arbiters with any papers or information demanded in writing, the arbiters are empowered by both parties to take ex parte proceedings.

The arbiters shall act with promptness. The decision of any two shall be binding on both parties to the contract. The decision of the arbiters upon any question submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbiters shall fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbiters must be made in writing.

7. ABANDONMENT OF CONTRACT

7.01 ABANDONMENT BY CONTRACTOR. In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

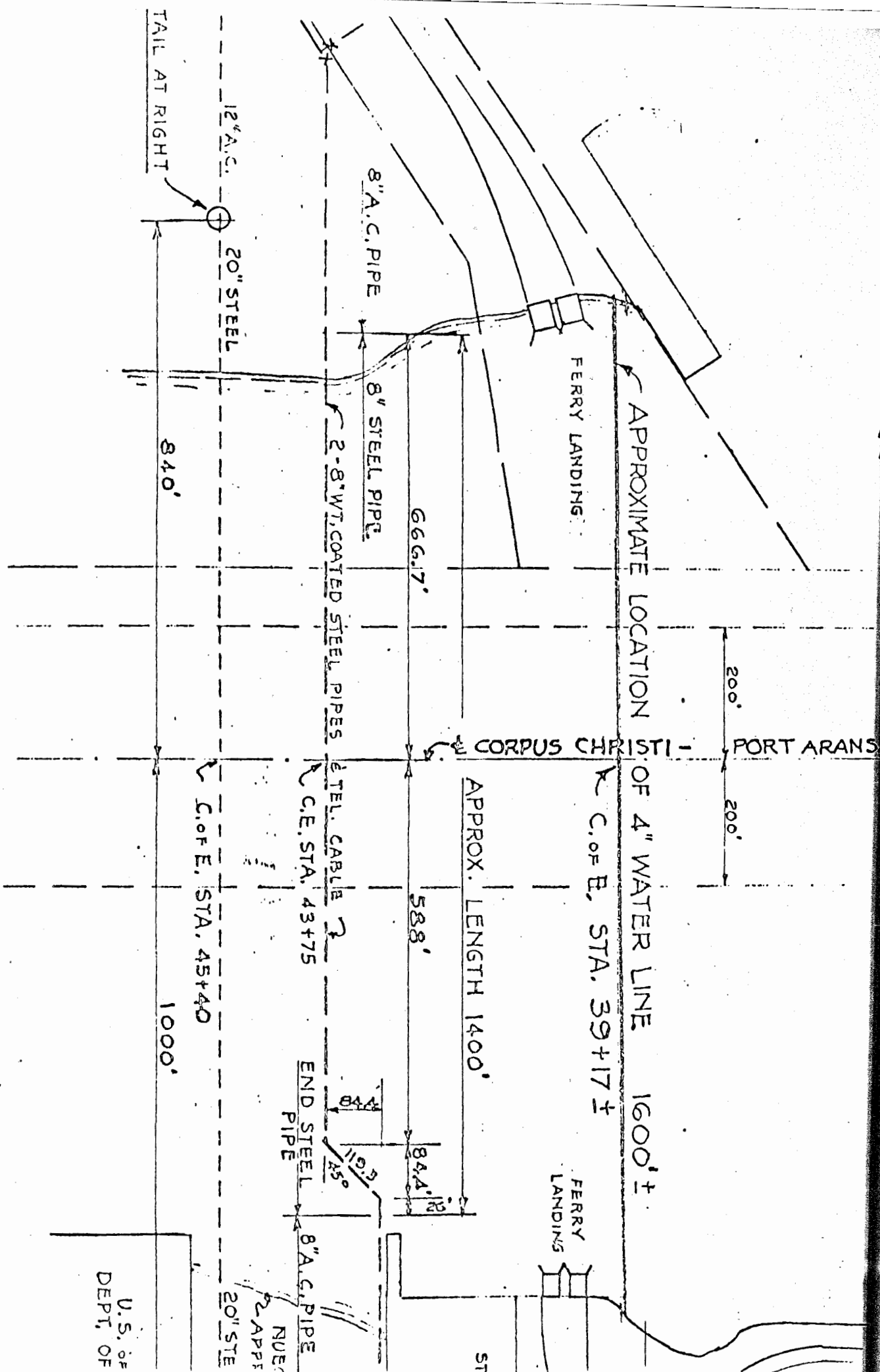
7.01.1 The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

7.01.2 The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

7.02 ABANDONMENT BY OWNER. In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.



PLAN

SCALE: 1" = 200'

U.S. OF
DEPT. OF

NUECES COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 4

Port Aransas, Texas

LETTER OF RECOMMENDATIONS
YEAR ENDED SEPTEMBER 30, 1973

TOUCHE ROSS & CO.



TOUCHE ROSS & CO.

SUITE 408 GUARANTY BANK PLAZA
CORPUS CHRISTI, TEXAS 78401

December 11, 1973

Board of Directors
Nueces County Water Control and
Improvement District No. 4
Port Aransas, Texas

Gentlemen:

In connection with our examination of the financial statements of Nueces County Water Control and Improvement District No. 4 for the year ended September 30, 1973, we reviewed the system of internal control and the accounting principles and procedures. Our review disclosed the following areas in which we believe revisions of existing procedures should be made in order to create more effective internal control or increased efficiency in accounting operations.

INVENTORY:

Book inventory exceeded actual at September 30, 1973 by approximately \$5,000, or 20% of the total. The difference between the book inventory and actual could be attributed to various reasons, two of which are:

- (a) After the material has been received and recorded, an employee removes some of the items for use in a work area and does not report the withdrawal on a requisition form.
- (b) Improper costing is being used on the requisition forms to relieve the inventory for items used on a job.

We recommend that all material withdrawals be cleared through the maintenance supervisor or the District manager and that the employees be kept aware of this policy. To improve the inventory control and alleviate the costing problems we recommend that the District establish a perpetual inventory system. As we have suggested in prior years the District has added additional inventory bins for storage and improved the general condition of the inventory area.

Board of Directors, Nueces County Water
Control and Improvement District No. 4

Page 2

We now recommend that the District select a cut-off date (end of a month), take a physical inventory and enter the quantity, date, price, and amount of each item on an inventory card. These cards are to be maintained by the bookkeeper and as additions are received and items are used (through requisition forms) she will post the changes to the card and have available a current count of the items on hand at all times including average costs of each item.

CASH:

Although bank accounts are being reconciled monthly, they have been agreed to the check book balance and not the general ledger. We noted that in all bank accounts except one these balances were identical, however, to eliminate the possibility of unrecorded receipts and disbursements, bank accounts should be reconciled and agreed to the general ledger monthly.

OPERATIONS:

Water losses over the past five years (schedule attached) have averaged over 20% of consumption. During the year ended September 30, 1973 the cost to the District for the water losses was approximately \$12,500.00. We understand that a certain amount of water loss is inevitable due to fire hydrant flushing, fires, and leakage, however, from discussion with the District manager it is believed that the majority of the loss is from leakage. While breaks in the water lines themselves cannot be prevented, immediate recognition that a leak exists, quick location and repair can reduce the water loss. We understand that the District has ordered two (2) meters for the water mains from Aransas Pass and that these meters will be placed at the pumping station at Aransas Pass. These meters should be read at least once a day (possibly twice), and the consumption compared to the norm as well as the consumption per the San Patricio County meter. The readings should be maintained in a log book much like the regular meter reading books now being used and reviewed currently by the District manager. In addition when bills are received from San Patricio County for water consumed the amount of consumption should be compared to that of the District's. Although the amounts will not agree exactly they should be reasonable with material differences supported by various leaks, fire hydrant flushing, fires, etc., previously noted and estimated by the District during the same time period.

Board of Directors, Nueces County Water
Control and Improvement District No. 4

Page 3

We will be happy to discuss the above items with you further at your convenience and to help you implement them if necessary.

Very truly yours,

Touche Ross & Co
Certified Public Accountants

NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4

Port Aransas, Texas

ANALYSIS OF WATER CONSUMPTION AND GALLONS BILLED

Year Ended <u>September 30</u>	Consumption ----- -----	Consumption Billed -----	Difference (Over-Billed) Under-Billed	<u>Difference</u> <u>% to</u> <u>Consumption</u>
1969	130,455,400	106,928,700	23,526,700	17.48%
1970	144,499,200	106,641,100	37,858,100	26.20
1971	172,065,700	134,635,900	37,429,800	21.75
1972	194,252,700	160,449,200	33,803,500	17.40
1973	<u>201,424,700</u>	<u>159,861,400</u>	<u>41,563,300*</u>	20.63
Total	<u>842,697,700</u>	<u>668,516,300</u>	<u>174,181,400</u>	
5 Year Average	<u>168,539,500</u>	<u>133,703,200</u>	<u>34,836,300</u>	<u>20.67%</u>

*Cost to District is approximately \$12,500.00.

MINUTES OF
REGULAR MEETING
September 5, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 5th day of September, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No.4, convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

VicePresident	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell

~~Director~~
Absent:

President	Carl Peterson
Director	Joseph Belcher

Visitors:

Laddie Janecek	Financial advisor
Gail Holman	Water Supt.
Don Roy Farley	Manager

Meeting was called to order at 7:03 P.M. with the reading of the minutes of the last meeting. Andy Dallas made a motion to accept the reading . H. L. Ward seconded. Motion carried.

H. L. Ward made motion to canvas the votes of the Bond Election held August 29th, 1973. Carl Castell seconded. Motion carried.

Resolution attached and becomes a permanent part of these minutes. Copy of Secretary's certificate also attached and becomes a permanent part of these minutes.

H. L. Ward made motion to pay all outstanding bills. Carl Castell seconded. Motion carried.

Letter from Port Commissioners was read with Re: Possible water supply to Superport.

Letter from McCaughan and Etheridge to Mr. Ford, Urban Engineers was read with Re: Highway permits and rerouting water and sewer lines for Terramar.

A review of the meeting between the City Commissioners and Water Board members was read by Don Roy Farley. Copy attached. After a long discussion H. L. Ward made a motion to submit a proposal to the City of \$1.50 per fire hydrant per month. Andy Dallas seconded it. Motion carried. Don Roy Farley is to prepare proposal.

Letter from McCaughan & Etheridge concerning the Port Aransas Townhouses was read Re: Phase I--approved.

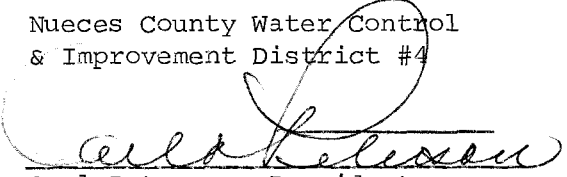
Andy Dallas made a motion to purchase a portable recorder to determine surges in the water lines. The approximate cost being \$225.00. H. L. Ward seconded. Motion carried.

Pump to supply effluent to chlorinator will be around \$501.00. Obie Etheridge will study this a little further. No decision was made.


Letter of dismissal of proceedings in eminent domain of Nueces County Water Control and Improvement District No.4 Vs. Piper Land Co. was read. Copy attached.

There being no further business to come before the board, upon motion duly made and seconded, meeting was adjourned at 8:30 P.M.

Nueces County Water Control
& Improvement District #4


Carl Peterson, President

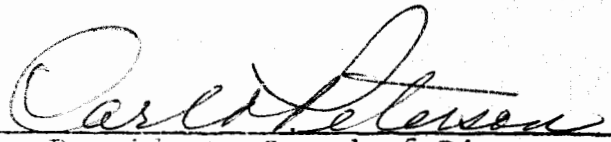
ATTEST:


H. L. Ward, Secretary

WAIVER OF NOTICE AND CONSENT TO SPECIAL MEETING

WE, the undersigned, being all the members of the Board of Directors of Nueces County Water Control and Improvement District Number 4, DO HEREBY WAIVE NOTICE of a special meeting of said Board to be held at 7:00 o'clock P.M., on the 5 day of September, 1973, and DO WARRANT the holding of such meeting and the transaction of any and all business that may come before such meeting, including passage of a resolution canvassing returns and declaring result of a bond election.

DATED at Port Aransas, Texas, this the 5 day of September, 1973.



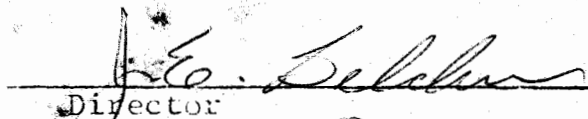
President, Board of Directors
Nueces County Water Control and
Improvement District Number 4



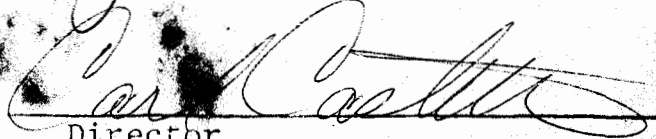
Vice President, Board of Directors



Secretary, Board of Directors



Director



Director

Copy for
minutes

SECRETARY'S CERTIFICATE

THE STATE OF TEXAS X NUECES COUNTY WATER CONTROL AND
 X
COUNTY OF NUECES X IMPROVEMENT DISTRICT NUMBER 4

I, the undersigned, Secretary of the Board of Directors of Nueces County Water Control and Improvement District Number 4, DO HEREBY CERTIFY that the above and foregoing copies of --

- (a) Notice of bond election, which notice includes a full and correct copy of a resolution approving Engineers' report for improvements to Water and Sewer System and ordering a bond election (and minutes pertaining to its adoption on the 25th day of July, 1973);
- (b) Affidavit of publication of notice of bond election; and
- (c) Resolution canvassing returns and declaring result of bond election (and minutes pertaining to its adoption on the 5 day of September, 1973)

are true and correct copies of the originals now on file and of record in my office, the aforementioned resolutions and orders being duly recorded in the Minutes of the Board.

I DO FURTHER CERTIFY that the resolution approving Engineers' report for improvements to Water and Sewer System and ordering a bond election and the resolution canvassing returns and declaring result of bond election were each passed at a meeting held after written notice thereof stating the date, place and subject had been posted for more than three days preceding the day of the meeting at the Administrative Office on a bulletin board located at a place convenient to the public and had been timely delivered to the County Clerk of Nueces County in such manner as to afford that official time to post the same on a bulletin board located at a place convenient to the public in the County Courthouse, all in compliance with the provisions of Section 3A, Article 6252-17, V.A.T.C.S.

WITNESS MY HAND AND THE SEAL OF SAID DISTRICT, this the 5 day of September, 1973.

J. L. Ward

Secretary, Board of Directors,
Nueces County Water Control and
Improvement District Number 4

(District Seal)

RESOLUTION

Whereas, the District has entered into Agreements with Great Western Corporation and its successor, Terramar Corporation, for the provision of water and sewer service to certain tracts titled Mustang Island Sections 1, 2, 3 and 4, which Agreements provide certain mechanisms for allowing connection of other properties to the water and sewer lines to be constructed by Terramar Corporation, including in certain cases the reimbursement to Terramar Corporation of a part of its cost of constructing such lines, proportional to the demands of the various properties, and

Whereas, in order to permit judgment as to the proper application of these provisions in specific cases, the District should make known the criteria by which it will estimate the fairness of calculation of such proportional costs, and a definite policy should be stated,

Now Therefore, Be it Resolved By the Board of Directors of the Nueces County Water Control and Improvement District No. 4, that it will apply the following criteria in arriving at a judgement of the fairness of such proportional arrangements:

1. The concept of Demand Times Distance Moments is endorsed, whereby the demand in gallons per minute for each tract is multiplied times its distance from the uptown elevated storage tank to arrive at its percentage of the total Demand Times Distance figure, and that this percentage times the Construction Cost will represent its share of the cost.

2. Uniform population density estimates shall be applied to all tracts involved.

3. Construction Cost should include all water line costs, including engineering pertaining thereto, but should exclude water storage costs, as each major tract, such as Piper and/or Flato, or their assignees, will be responsible to provide storage in accordance with their needs.

4. The Proportional Cost agreed upon should be payable at the time and agreement is made to serve each tract, with reasonable provision for delayed payment. Any unpaid balance should be properly secured in a manner approved by Terramar and interest at the bank rates, should be allowed on any unpaid balance from the time of such agreement.

5. Where owners of such other properties make contributions in kind, such as easements, Terramar should agree to make an allowance therefor, in an amount which is reasonable, provided such amount does not exceed \$1,500 per acre for easements.

6. Land north of Lift Station No. 4 which is to be given sewerage service utilizing the 12" force main shall provide complete repumping stations as required to maintain full and undiminished capacity for service to Mustang Island Sections 1, 2, 3 and 4 before utilization of the 12" force main shall be allowed. The same percentage of cost sharing arrived at for the water line should apply to the cost of the force main, figured from Lift Station No. 4 to the Treatment Plant.

7. Where the Board finds it has been impossible for Terramar to secure agreement to a proportional share of the cost, the Board will permit the line location to be altered as necessary to proceed with construction.

PASSED AND APPROVED THIS 25th day of July 1973.

NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NO. 4

By [Signature]
President

ATTEST:

[Signature]
Secretary

CLP 8/15/73

NO. 673

NUECES COUNTY WATER CONTROL	★	PROCEEDINGS IN EMINENT DOMAIN
AND IMPROVEMENT DISTRICT NO. 4	★	FILED WITH THE JUDGE OF THE
VS.	★	COUNTY COURT AT LAW NO. TWO
PIPER LAND COMPANY	★	OF NUECES COUNTY, TEXAS

MOTION TO DISMISS

Comes now the Plaintiff in the above entitled and numbered cause and moves the Court to dismiss this proceeding for the reason that the present plans for the utility lines have been abandoned.

/s/
C. EDWIN PRICHARD, JR., Attorney for
Nueces County Water Control and Improvement
District No. 4

ORDER

The above motion of the Plaintiff having this date been filed and considered by the Court, it is hereby ORDERED that the above styled and numbered cause be in all things dismissed without prejudice at Plaintiff's cost.

/s/ Margarito C. Garza
JUDGE PRESIDING

Signed by Judge Garza 8/15/73



MEMO

August 23, 1973

Memo of a joint meeting August 23, 1973. City of Port Aransas Council met with Nueces County Water Control & Improvement District #4 Directors at the water districts office at 7:00 P.M. by mutual agreement to discuss City's payment for water used flushing fire hydrants and fighting fires and patching of streets.

Present for Water District;

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher
Manager	Don Roy Farley

Present for the City of Port Aransas;

Jay Sanders	
Dennis Dreyer	
Herb Hoover	
Ralph Keene	
Charlie Zahn	Attorney

Guest present;

Steve Frishman	South Jetty
Wayne Bond	Security Patrol

Agreement between City of Port Aransas and Water District of June 16, 1971 was read. Manager for Water District ask to find out why hydrants are flushed. City fire marshall indicated 45 plugs existing as of this date. Other plugs on private property of University of Texas and Federal Sport Fishery Area.

Manager for water district ask to investigate amount of water to flush hydrant and who was benefitted by flushing of hydrants. Also, some idea of water flow from hydrants in G.P.M.

A demand meter was mentioned as possible solution. Water District will submit proposal to the City Council after investigation.

Fire rate study was mentioned. District is to receive requirements needed to help receive better fire rate. District will provide all material to City to be to State Board of Insurance or send copys of material direct to them.

District gave copy of contracts from Slovak (Mercer as subcontractor) and Cactus Utilities to City Attorney for study. District also offered to have signed copys made for City in future. Contractor's obligations were discussed. A lengthy discussion followed. General agreement was understood as follows;

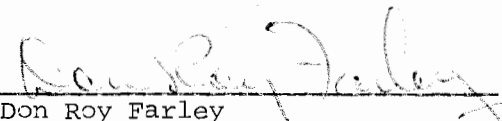
2. Information would be submitted to water District especially if it is determined by City that damage is result of Contractors.
1. City would have their engineers determine damage and cause.
3. District will notify contractors of decision and require contractor to take care of his obligation.

Water District ask City could some patching material be bought for patching. City in agreement. Someone in City should be notified and ammount of material supplied be given to them.

The possibility of City and Water District co-operating on patching was discussed at length. Generally thought neither possessed enough equipment now but might be possible in future.

A suggestion for City, Water District and local paving contractor to meet at some future date discussed. No decision at this time.

Submitted by Manager


Don Roy Farley
Nueces County Water Control &
Improvement District #4

**NUECES COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 4
PORT ARANSAS, TEXAS 78378**

P. O. BOX 100
740-0001
AREA CODE 011

August 23, 1973

Thomas F. Piper
P. O. Box 816
Port Aransas, Texas 78373

Re: Easement negotiations for water and sewer lines between
Terramar and Piper properties.

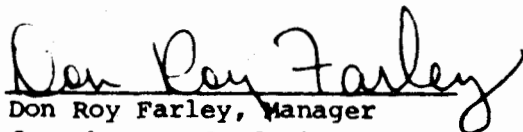
Dear Mr. Piper,

I have been authorized by the Board of Directors of this District to notify you that the attorneys representing the District in the eminent domain proceedings have been instructed not to go forward with the proceedings as far as the Piper land is concerned for the reason that the District officials have decided to have the water line and sewer line laid within the highway right-of-way adjacent to the Piper property.

The District officials still feel that it would have been best for all concerned to have the lines laid in easements across the Piper land and regret the failure of the District to come to a satisfactory agreement with the owners of the Piper property for the easement.

Your efforts to work out a satisfactory agreement for the easement are appreciated and I wish to assure you of the District's sincere desire to be of assistance when there is further development of the Piper land.

Sincerely,



Don Roy Farley, Manager
for the Board of Directors
Nueces County Water Control &
Improvement District #4

DRF/ns

cc: McCaughan & Etheridge
Dick Hatch
Terramar
Board of Directors

Aug 27, 1973

INVESTIGATION OF FLUSHING FIRE HYDRANTS
AND
WATER USED FOR FIRE FIGHTING

The book of "Manual for Water Works Operators" page 733 bears on the functions of the Texas State Board of Insurance. Further pages, 735 reads as follows;

"In order to insure the proper operations of all fire hydrants, they must be oiled, greased and flushed every ninety days, and must be painted a distinctive color at least once each year."

This shows very clearly what the flushing operation is for.

The Superintendant of the district has determined that approximately 300 gallons was used to flush a fire hydrant. The hydrant was slowly opened and slowly closed after water cleared. The water was run into a receptacle of known volume, thereby determining amount of water flushed. It is reasonable to assume that some fire plugs might take shorter or longer time to run clean. With 45 fire plugs as of this date, it would require between 50,000 to 75,000 gallons per year to flush hydrants.

Further information from "Plant Engineering and Specification" section N-9, shows that the 2½ outlets on standard hydrant, at 40 P.S.I. would use 127,200 gallons in 60 minutes. This is not figuring larger amount if fire truck pump is used to boost pressure, but only a regular hydrant pressure from system.

Realizing that it would be difficult, if not impossible to estimate number of fires and therefore consumption, I would propose the following to the Board of Directors of the Nueces County Water Control & Improvement District #4 and the City Council of City of Port Aransas.

PROPOSAL


1. The rate of \$1.50 per hydrant be paid by the City of Port Aransas to the Nueces County Water Control & Improvement District #4 each month for one year for fire connected water usage. This would be ½ of past charge of \$3.00 per hydrant.
2. After one year, either governmental body could request a discussion on lowering or raising rate for next year.

(Example: If more fire plugs installed or if practically no fires in one year, the City of Port Aransas could ask for a decrease for the following year; or if San Pat increased water rates to District; or if unusual amount of fire happened in one year the water district might ask for increase for next year; or both governmental bodies could agree to continue any present rate for another year.)

The water usage price agreed upon would be the only change from the agreement of June 16, 1971.

I believe this type of proposal would be best, as City and Water District could continually observe and change policy if need arises.

Submitted by Manager


Don Roy Farley
Nueces County Water Control &
Improvement District #4

MINUTES OF
REGULAR MEETING
AUGUST 22, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 22nd day of August, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4 . , convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Joseph Belcher

Absent:

Director	Carl Castell
----------	--------------

Visitors:

Manager	Don Roy Farley
Attorney	Dick Hatch
Island Const.	Mr. & Mrs. Melvin Littleton

Meeting was called to order at 7:00 P.M. Minutes of previous meetings were read and signed. Andy Dallas made motion to accept. H. L. Ward seconded. Motion passed.

Mr. Farley made the announcement that the District is no longer indebted to the Island State Bank.

Mr. Farley announced the payment of E. P. A.'s final \$42,500.00.

Letter from Port Commissioner concerning lease and easement was read. After meeting with the Navigation District #1, Mr. Farley wrote up a memo. Copy of letter and memo attached and becomes a permanent part of these minutes.

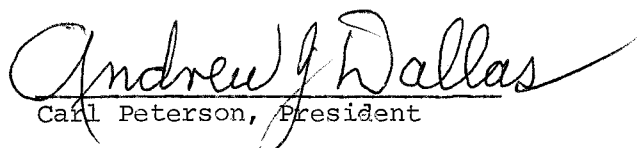
Letter was read from Mr. Janecek. Copy attached.

Melvin Littleton explained the tight situation of hot mix patching. Consequently, the District is considering going to cold mix. The subject of patching 11th street came up. No decision was reached--pending on meeting to be held tomorrow night, August 23, 1973, with City Officials.

H. L. Ward made a motion for Dick Hatch to rough draft a letter for Mr. Farley to send Mr. Piper. Joseph Belcher seconded. Motion carried. Copy of letter attached.

There being no further business to come before the Board, upon motion duly made and seconded, meeting was adjourned at 8:05P.M.

Nueces County Water Control
& Improvement District #4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

MCCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

August 8, 1973



To Port Commissioners
Mr. William E. Carl, Chairman
Mr. Robert E. Sallee, Vice-Chairman
Mr. Stanley J. Hultman, Secretary

Re: Land & Easements for Nueces County Water Control &
Improvement District No. 4

Gentlemen:

Enclosed is a copy of our letter of June 6, 1973 to the Port Commissioners requesting their consideration in obtaining additional land and easement for the Nueces County Water Control & Improvement District No. 4 which supplies water for the City of Port Aransas. As of this date we have had no reply to this letter.

The Water District is having a bond election August 29, 1973, for improvements to the water system including the connection from the end of the 20" line under the ship channel to the 8" line, the portion of which has been removed from under the ship channel to provide for deepening of the channel, and which will require an easement as described in the enclosed letter.

The District has requested that we follow up on our letter of June 6th so that we may proceed with the project if the election carries.

If we can provide any further information, or appear at a Commission meeting to explain details of the District plan, we will be happy to do so. Please advise of any action taken by the Commission.

Very truly yours,

MCCAUGHAN & ETHERIDGE

By F. A. McCaughan, P.E.

FAM:ink

cc: NCWC&ID #4

Mr. M. Harvey Weil w/enc.
Mr. Richard Hatch

FIRST *Southwest* COMPANY

INVESTMENT BANKERS

SOUTH TEXAS BUILDING

SAN ANTONIO, TEXAS 78205

August 15, 1973

L. T. JANECEK
RESIDENT MANAGER

CAPITOL 6-9196
AREA CODE 512



Mr. Don Roy Farley, Manager
Nueces County Water Control and
Improvement District Number 4
P. O. Box 128
Port Aransas, Texas 78373

In Re: Nueces County Water Control and Improvement
District Number 4 Bond Election to be held
August 29, 1973

Dear Don Roy:

The balance of the proceedings required in holding the
above election have been prepared and are enclosed
herewith as follows:

1. Two copies of form of notice to be posted for
at least three days preceding the day of the meeting at
which the election returns are to canvassed. Any
additional matters to be considered may be added, of course.

2. Three copies of form of election returns which
we suggest be given to the presiding officer of the election
on or before election day with instructions to have all
copies completed and signed by the election officers after
the polls have been closed and the ballots counted. One
copy is to be retained by the Presiding Judge, One delivered
to the President of the Board of Directors and one delivered
to the Secretary of the Board.

With kindest personal regards and best wishes,

Very truly yours,

Laddie

LTJ:mb
encls

MEMO

AUGUST 20TH, 1973

Memo of Board of Directors of the Nueces County Water Control & Improvement District #4 with Nueces County Navigation District #1 officials on August 20th, 1973.

Present:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher
Manager	Don Roy Farley
District Engineer	Obie Etheridge
Reps from Navigation District #1	Mr. Jameison Mr. Orr Mr. Helpenstelf


The Water District requested the Navigation District #1 to lease additional land to the Water District for future ground storage; adjacent to and west of the present storage site on Port Street, West of State ferry landings.

The Navigation District #1 officials in general, agreed to a lesser amount of land than the Water District originally ask for. They agreed to approximately 100' wide X 140' long section and possible temporary easement for 8 or 12 inch line connection or a new route for a 20" line if District could finance it.

The Navigation District #1 officials made it quite clear that the Water District receiving additional land from them, hinged on a written agreement from Water District, that Water District would provide water service to the proposed Super Port on Harbor Island.

The exact agreement would be written up when figures of water needs have been submitted to the Water District from Navigation District #1 and exact amount of participation of each organization agree upon.

Submitted by Manager


Don Roy Farley
Nueces County Water Control &
Improvement District #4

MINUTES OF
REGULAR MEETING

August 8, 1973

STATE OF TEXAS	X
COUNTY OF NUECES	X
CITY OF PORT ARANSAS	X

On this the 8th day of August, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher

Absent:

President	Carl Peterson
-----------	---------------

Visitors:

Jack Modesett	Terramar
Don Roy Farley	Manager
Gail Holman	Supt.

Meeting was called to order at 7:10 P.M. The minutes of the previous meeting were read. H. L. Ward made a motion to accept minutes as read. Andy Dallas seconded. Motion carried.

Mr. Modesett was first on the agenda with information about negotiations with Terramar and Piper. Mr. Piper's lawyer Mr. Prowse declined the offer. Terramar was unable to get more than a phone conversation from Mr. Prowse declining the offer. Mr. Modesett delivered copies of letter to Mr. Piper, also copy of letter to the District. Copies of these letters are attached and become a permanent part of these minutes.

H. L. Ward made a motion to authorize Don Roy Farley to contact Dich Hatch about obtaining a written decline from Prowse or Piper. Andy Dallas seconded and motion carried.

H. L. Ward made a motion to pay all outstanding bills. Andy Dallas seconded. Motion carried.

A long discussion about insurance coverage was held. Board requested Mr. Farley to work on the up-grading of our system prior to renewing the next insurance policy and to go along with McDavid from Rockport.

Mr. Farley proposed that under a recent study of customers and paying habits, the Board considered the proposition of keeping the office open during noon hour and close at 4:30 P.M. The Board agreed that the office crew try it for 30 days and then discuss it again.

The cost of a sewer tap was discussed. Price now is 4"--\$75.00....6"--\$100.00 Contractors price to us was \$114.00, having ditch open and roads cut and make one patch. Our patches cost about \$30.00 per patch. The cost to the District to make a tap has increased. Tabled until future time.

Mr. Farley is to find out about public hearing, set tentative date of August 24th. Publish in both papers and inquire about the availability of the Community Center. Also, check with Mr. Ehleridge and Mr. McCaughan as to there being here.

Storm protection discussed. 1. Cover windows 2. Bring equipment in., 3. Fill all tanks to capacity.

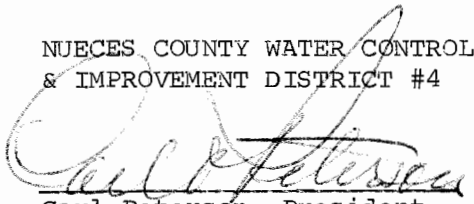
H. L. Ward made a motion that Mr Farley negotiation with the City about the street patching and work out a system agreeable to both the City and the District. Carl Castell seconded. Motion carried.

Since the former agreement of \$3.00 per fire plug was taken off City Fire plugs, the city has not reported the use of any water used.. The District would like to negotiate another agreement.


The sewer plant operation was discussed. The scum arm is not operating properly. Mr. Etheridge worked out a plan and sketches and presented them to BATH & Associates. A solution should be forthcoming.

There being no further business to come before the board, upon motion duly made and seconded, meeting was adjourned at 9:20 P.M.

NUECES COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT #4


Carl Peterson, President

ATTEST:


H. L. Ward , Secretary

Terramar

JACK MODESETT, JR.
PRESIDENT

8 August 1973

Nueces County Water Control &
Improvement District No. 4
Post Office Box 128
Port Aransas, Texas 78373

Gentlemen:

We are attaching for your information a copy of our letter dated 31 July 1973 to Mr. Tony Piper in connection with our offer to incorporate water and sewage services for the Piper property into the systems we are installing on Mustang Island.


After delivery of this letter, Raymond Chilton from our office called George Prowse, Mr. Piper's attorney. Mr. Prowse said that he did not think Mr. Piper would be interested at this stage, because the water and sewer situation was not urgent. He also said that the District did not have enough water now so the Piper interests didn't want to pay out money at this time. He indicated he thought Mr. Piper would consider several other alternatives.

Since that conversation, we have heard nothing further from either Mr. Prowse or Mr. Piper. We therefore conclude that Mr. Piper either does not intend to reply to our letter or that his reply will delay us beyond the time we are able to wait.

We therefore respectfully request that the District take the appropriate steps that will enable us to lay our water and sewer lines in the park road easements. We would very much appreciate your taking this action right away in order that our construction progress might not be delayed.

Thank you.

Sincerely,



Jack Modesett, Jr.

JM:mj
Attachment

Terramar

RAYMOND L. CHILTON, JR.
VICE-PRESIDENT

31 July 1973

Mr. Tony Piper
c/o Mr. George Prowse
Attorney at Law
Wilson Building
Corpus Christi, Texas 78403

Dear Mr. Piper:

As you are aware, Terramar Corporation is in the process of installing water and sewer lines on Mustang Island in accordance with its contractual agreements with the Nueces County Water Control and Improvement District No. 4 (hereinafter called the "District").

As per our previous discussions, water and sewage services for the Piper property could be incorporated into the systems we are installing. Naturally, there would be some allocation to you of the cost for installing the system.

In accordance with the contract with the District, the following calculations represent a fair allocation of the capacity of such sewage and water lines to be utilized in serving your land and a fair reimbursement for that proportion of our costs and expenses in laying such water and sewage lines attributable to your property, assuming a uniform population density for all tracts to be served, and utilizing the concept of "Demand Times Distance Moments", to-wit:

1. Your allocable share of the water line is \$100,870.25 (16.55% of the total line cost) which would entitle you to a maximum of four (4) water taps with appropriate limits on water utilization so that you would be entitled to utilize the proportionate capacity of the line, as calculated.
2. Your allocable share of the cost of laying such sewer force main is \$26,348.00, based on using the same percentage of cost sharing arrived at for the water line; that is 16.55% of the cost of the sewer force main from the north boundary of Survey 590 to the sewage treatment plant.

Mr. Tony Piper
31 July 1973
Page Two

The foregoing sets forth the reimbursement provisions of our contract with the District. You will need to satisfy the District with respect to any of their rules, regulations and requirements with respect to tap design, installation, water storage facilities and any other requirements or policies of the District.

It is our understanding that the District will require the dedication of a 20 ft. utility easement to them before they will allow any taps onto their water or sewage lines. We understand that they are prepared to pay \$1,500.00 per acre for each acre included in the easement. In your case, we have calculated this to be approximately 4.519 acres for a total of \$6,778.50.

We understand that the next meeting of the District will be held on 8 August 1973. Thus, the terms, allocations and provisions of this letter are firm until 6 August 1973, and not thereafter.

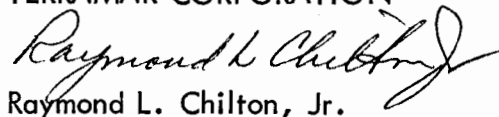
If you elect to participate in the financing and utilization of such water and sewage lines, in accordance with the terms of this letter, and are successful in working out an agreement with the District with respect to the District's requirements for easements, water storage, engineering details and other matters, on or before 15 August, 1973, then we agree to enter into a written instrument between you, the District and Terramar on or before 20 August 1973, one of the considerations for which will be your payment in cash of the sum of \$127,218.25, which shall be deliverable to Terramar upon execution of a contract embodying the terms of this letter.

If you would like us to do so, we would be happy to attempt to assist you in securing financing for the sums due Terramar with the understanding that any loan made to you would be properly secured and that the debt should bear interest at bank rates.

Notwithstanding anything in the foregoing to the contrary, it is clearly understood and agreed that Terramar shall have no obligations under the terms of this letter agreement in the event such written agreement and cash payment are not delivered to Terramar Corporation on or before 20 August 1973.

Very truly yours,

TERRAMAR CORPORATION


Raymond L. Chilton, Jr.

RLC/lem

Copy *in minutes*

RESOLUTION CANVASSING RETURNS AND
DECLARING RESULT OF BOND ELECTION

THE STATE OF TEXAS X NUECES COUNTY WATER CONTROL AND
 X
COUNTY OF NUECES X IMPROVEMENT DISTRICT NUMBER 4

ON THIS, the 15 day of September, 1973, the Board of Directors of NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 convened in special session, being open to the public, at the regular meeting place thereof in said District, with the following members of the Board present:

CARL O. PETERSON	PRESIDENT
ANDREW J. DALLAS	VICE PRESIDENT
H. L. WARD	SECRETARY
CARL CASTELL	DIRECTOR
JOSEPH BELCHER	DIRECTOR

and the following absent: Peterson + Belcher, constituting a quorum; and among other proceedings had were the following:

The President offered the following resolution for the consideration of the Board of Directors:

WHEREAS this Board of Directors resolved and ordered that an election be held within this District on the 29th day of August, 1973, for the purpose of submitting a proposition for the issuance of bonds to the resident qualified electors of the District, including those who had duly rendered their property for taxation; and

WHEREAS the returns of said election have been made to this Board of Directors and from an examination of those returns it appears that:

- (a) Two separate ballot boxes were provided at the polling place designated by this Board;
- (b) All resident qualified electors who owned taxable property in the District and who had duly rendered the same on the tax rolls of the District (hereinafter called "taxpaying electors") were permitted to vote in the box designated for their ballots and the ballots cast in such box were recorded or tabulated separately;
- (c) All resident qualified electors (who were otherwise qualified but did not own taxable property which had been duly rendered for taxation on the tax rolls of the District)---hereinafter called "electors"---were permitted to vote in the box designated for their ballots, and the ballots cast in such box were recorded or tabulated separately; and

- (d) The total of the votes cast by the resident qualified electors (including those who owned taxable property which had been duly rendered for taxation on the tax rolls of the District) were shown on the said returns (the same being hereinafter referred to as "total all electors"); and

WHEREAS, upon consideration of the returns of said election it appears that the same was held in accordance with the authorizing proceedings and was in all respects legally held after due notice had been given, and the said returns, duly and legally made, showed the following results:

	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	<u>Taxpaying</u>	<u>Electors</u>	<u>Total</u>
	<u>Electors</u>	<u>_____</u>	<u>All Electors</u>
			<u>(Cols. 1 & 2)</u>
THE ISSUANCE OF \$300,000 WATER SYSTEM BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS			
FOR	<u>73</u>	<u>5</u>	<u>78</u>
AGAINST	<u>47</u>	<u>7</u>	<u>54</u>
TOTAL VOTES CAST	<u>120</u>	<u>12</u>	<u>132</u>

THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4:

SECTION 1: That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this Board and as part of its judgment.

SECTION 2: That it is further found and determined that the results of the election as canvassed and tabulated in the preamble hereof reflect the expressed desires of the taxpaying electors, electors, and total all electors (as such terms are defined in the preamble hereof).

SECTION 3: That from the results of the election canvassed and tabulated as aforementioned it appears that the proposition submitted was sustained by a majority of the taxpaying electors and total all electors and that, therefore, the Board of Directors of the District is authorized and empowered to issue the bonds of the District in the maximum amount of \$300,000 for the purpose of financing improvements, extensions and additions to the District's existing Water System, and to levy and collect taxes sufficient to pay the interest and principal of said bonds as the same become due.

The above resolution having been read in full, it was moved by Mr. Ward and seconded by Mr. Castell that the same be passed and adopted. Thereupon, the question being called for, the following members of the Board of Directors voted "AYE": Messrs. Peterson, Dallas, Ward, Castell and Belcher; and none voted "NO."

The President declared the motion carried and the resolution adopted.

PASSED AND APPROVED, this the ✓ day of September, 1973.

Vice Andrew J. Dallas
President, Board of Directors,
Nueces County Water Control and
Improvement District Number 4

ATTEST:

H. L. Ward
Secretary, Board of Directors,
Nueces County Water Control and
Improvement District Number 4

(District Seal)

RESOLUTION APPROVING ENGINEERS' REPORT FOR
IMPROVEMENTS TO WATER AND SEWER SYSTEM AND
ORDERING A BOND ELECTION

THE STATE OF TEXAS }
 }
COUNTY OF NUECES }

NUECES COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER 4

ON THIS, the 25th day of July, 1973, the Board of Directors of NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 convened in regular session, being open to the public, at the regular meeting place thereof in said District, with the following members of the Board present:

CARL O. PETERSON	PRESIDENT
ANDREW J. DALLAS	VICE PRESIDENT
H. L. WARD	SECRETARY
CARL CASTELL	DIRECTOR
JOSEPH BELCHER	DIRECTOR

and the following absent: None,
when among other proceedings had the following resolution and order was adopted:

WHEREAS Nueces County Water Control and Improvement District Number 4, heretofore duly and legally created and organized, has acquired by purchase and construction a water and sewer system for the rendition of water and sewer services within said District; and

WHEREAS the works, improvements and facilities comprising the water and sewer system are now found to be inadequate in certain respects, requiring additional funds to make additional improvements in order to carry out the purposes for which the District was organized and to serve the interests of the inhabitants of the District; and

WHEREAS the District has obtained from its Consulting Engineers, McCaughan & Etheridge, of Corpus Christi, Texas, an engineering report covering the plan and improvements now to be constructed, together with maps, plats, profiles and data fully showing and explaining same and containing a detailed estimate of the cost of such improvements, same being now on file in the office of the District and open to inspection by the public; and

WHEREAS this Board of Directors has carefully considered said Engineers' Report and finds that same should be approved; and

WHEREAS it is estimated said improvements may be completed so that service therefrom can be commenced in May, 1974, and, in summary, the estimate of costs of the contemplated improvements, being a 20-inch water line from the Port Aransas pump station to the elevated tank, a supply line from the San Patricio meter to the ground storage tanks in Aransas Pass, enlargement and modifications to the pump station in Port Aransas, 12-inch pipe connections at each end of the 20-inch ship channel crossing, and additional water lines throughout the area, is as follows:

20-inch line, pump station to tank in Port Aransas	\$129,400.00
Supply line from San Patricio meter to tanks in Aransas Pass	56,300.00
Pump station in Port Aransas	26,800.00
Connections at ends of ship channel crossing	5,400.00
Area water lines	<u>67,100.00</u>
Subtotal	\$285,000.00
Contingencies and administrative	16,000.00
Engineering	<u>34,000.00</u>
Total estimated construction cost . . .	\$335,000.00
Legal and fiscal	<u>15,000.00</u>
Total cost of project	\$350,000.00
Available from other sources	<u>50,000.00</u>
Total cost of project to be financed by bond proceeds	\$300,000.00

AND WHEREAS this Board is of the considered opinion that the aforementioned estimated cost for such improvements is commensurate with the benefits which will be offered thereby to the District and its inhabitants and that therefore it is in the best interest of the District to obtain authorization for the issuance of bonds as hereinafter provided; therefore,

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4:

SECTION 1: That the aforementioned report of the District's Consulting Engineers, McCaughan & Etheridge, of Corpus Christi, Texas, be and same is hereby declared to be proper and is hereby approved in all things as presented and shall be filed in the office of the District and open to inspection by the public.

SECTION 2: That an election be held in said NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 on the 29th day of August, 1973, for the purpose of submitting the following proposition to the resident qualified electors of said District including those who own taxable property therein and who have duly rendered the same for taxation:

"SHALL the Board of Directors of Nueces County Water Control and Improvement District Number 4 be authorized to issue the bonds of said District in the maximum amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000), maturing serially or otherwise over a period of years not to exceed thirty (30) years from their date, or dates, bearing interest at such rate or rates as in its discretion the Board of Directors shall determine but in no event shall such rate exceed TEN PER CENTUM (10%) per annum, for the purpose of financing improvements, extensions and additions to the District's existing Water System, and to provide

for the payment of principal and interest on such bonds by the levy and collection of a sufficient tax upon all taxable property within said District as authorized by the Constitution and laws of the State of Texas, and particularly V.T.C.A., Water Code, Chapter 51?"

SECTION 3: That the official ballots for said election shall be prepared in accordance with V.A.T.S., Election Code, so as to permit the electors to vote "FOR" or "AGAINST" the afore-said proposition which shall be set forth in substantially the following form:

THE ISSUANCE OF \$300,000 WATER SYSTEM BONDS
AND THE LEVY OF TAXES TO PAY FOR THE BONDS

The word "FOR" and beneath it the word "AGAINST" shall be made to appear on the left of the proposition. A square shall be printed on the left of each of the words "FOR" and "AGAINST" and each elector shall place an "X" in the square beside the statement indicating the way he wishes to vote.

SECTION 4: That MRS. BETTY CURRY is hereby appointed as Clerk of Absentee Voting for said election and absentee voting shall be conducted at the Water District Office, Port Aransas, Texas. The period of absentee voting shall begin on the 20th day preceding the date of the election and shall end at the close of business on the 4th day preceding the day of election. Said Clerk shall keep the office open between the hours of 8 A.M. and 5 P.M. each day that is not a Saturday, a Sunday, or an official State holiday. Ballot applications may be obtained from the Clerk of Absentee Voting, whose mailing address is Post Office Box 128, Port Aransas, Texas, 78373, and ballots voted by mail may be sent to the same address.

SECTION 5: That the entire District shall comprise one election precinct and the polling place of said election shall be the COMMUNITY BUILDING IN PORT ARANSAS, TEXAS, within the boundaries of the NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4, and the following named persons are hereby appointed officers of said election:

MRS. LAUREL FARLEY Presiding Judge

MRS. LORRINE HOLMAN Alternate Presiding Judge

The Presiding Judge shall appoint not less than two (2) qualified Clerks to serve and assist in conducting said election, provided that the Alternate Presiding Judge shall serve as one of the Clerks unless the Presiding Judge fails to serve. Not more than three (3) qualified election Clerks shall be appointed.

On election day the polls shall be open from 7 A.M. to 7 P.M.

SECTION 6: All resident qualified electors of the District, including those who own taxable property in said District and who have duly rendered the same for taxation, shall be permitted to vote at said election. At said election two separate ballot boxes shall be provided at the polling place. In one box only

resident qualified electors who own taxable property and who have duly rendered the same for taxation shall be allowed to vote. In another box all resident qualified electors (who are otherwise qualified but do not own taxable property which has been duly rendered for taxation) shall be allowed to vote. The votes cast in each of said boxes shall be recorded, returned, and canvassed in such manner as will reflect separately the votes cast by the qualified electors who own taxable property and who have duly rendered the same for taxation from the votes cast by all qualified electors (including those who own taxable property and who have duly rendered the same for taxation).

SECTION 7: The Secretary of the Board of Directors is hereby directed to publish a substantial copy of this resolution and order, signed by said Secretary and by the President of the Board, once a week for four consecutive weeks in a newspaper having a general circulation in Nueces County, the first of said publications to be made at least twenty-eight (28) days prior to the date fixed for said election. Said publication shall constitute proper notice of said election.

SECTION 8: That said election shall be held and conducted in accordance with the laws of the State of Texas regulating general elections, except as provided in V.T.C.A., Water Code, Chapter 51.

The above resolution and order having been read in full, it was moved by Ward and seconded by Belcher that same do pass. Thereupon, the question being called for, the following members of the Board voted "AYE": Messrs. Peterson, Dallas, Ward, Castell and Belcher; and none voted "NO".

PASSED AND APPROVED, this the 25th day of July, 1973.

Carl Peterson
President, Board of Directors,
Nueces County Water Control and
Improvement District Number 4

ATTEST:

J. L. Ward
Secretary, Board of Directors,
Nueces County Water Control and
Improvement District Number 4

(District Seal)

minutes

RESOLUTION APPROVING ENGINEERS' REPORT FOR
IMPROVEMENTS TO WATER AND SEWER SYSTEM AND
ORDERING A BOND ELECTION

THE STATE OF TEXAS }
 }
COUNTY OF NUECES }

NUECES COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER 4

ON THIS, the 25th day of July, 1973, the Board of Directors of NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 convened in regular session, being open to the public, at the regular meeting place thereof in said District, with the following members of the Board present:

CARL O. PETERSON	PRESIDENT
ANDREW J. DALLAS	VICE PRESIDENT
H. L. WARD	SECRETARY
CARL CASTELL	DIRECTOR
JOSEPH BELCHER	DIRECTOR

and the following absent: None,
when among other proceedings had the following resolution and order was adopted:

WHEREAS Nueces County Water Control and Improvement District Number 4, heretofore duly and legally created and organized, has acquired by purchase and construction a water and sewer system for the rendition of water and sewer services within said District; and

WHEREAS the works, improvements and facilities comprising the water and sewer system are now found to be inadequate in certain respects, requiring additional funds to make additional improvements in order to carry out the purposes for which the District was organized and to serve the interests of the inhabitants of the District; and

WHEREAS the District has obtained from its Consulting Engineers, McCaughan & Etheridge, of Corpus Christi, Texas, an engineering report covering the plan and improvements now to be constructed, together with maps, plats, profiles and data fully showing and explaining same and containing a detailed estimate of the cost of such improvements, same being now on file in the office of the District and open to inspection by the public; and

WHEREAS this Board of Directors has carefully considered said Engineers' Report and finds that same should be approved; and

WHEREAS it is estimated said improvements may be completed so that service therefrom can be commenced in May, 1974, and, in summary, the estimate of costs of the contemplated improvements, being a 20-inch water line from the Port Aransas pump station to the elevated tank, a supply line from the San Patricio meter to the ground storage tanks in Aransas Pass, enlargement and modifications to the pump station in Port Aransas, 12-inch pipe connections at each end of the 20-inch ship channel crossing, and additional water lines throughout the area, is as follows:

20-inch line, pump station to tank in Port Aransas	\$129,400.00
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Total cost of project	\$350,000.00
Available from other sources	<u>50,000.00</u>
Total cost of project to be financed by bond proceeds	\$300,000.00

AND WHEREAS this Board is of the considered opinion that the aforementioned estimated cost for such improvements is commensurate with the benefits which will be offered thereby to the District and its inhabitants and that therefore it is in the best interest of the District to obtain authorization for the issuance of bonds as hereinafter provided; therefore,

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4:

SECTION 1: That the aforementioned report of the District's Consulting Engineers, McCaughan & Etheridge, of Corpus Christi, Texas, be and same is hereby declared to be proper and is hereby approved in all things as presented and shall be filed in the office of the District and open to inspection by the public.

SECTION 2: That an election be held in said NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 on the 29th day of August, 1973, for the purpose of submitting the following proposition to the resident qualified electors of said District including those who own taxable property therein and who have duly rendered the same for taxation:

"SHALL the Board of Directors of Nueces County Water Control and Improvement District Number 4 be authorized to issue the bonds of said District in the maximum amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000), maturing serially or otherwise over a period of years not to exceed thirty (30) years from their date, or dates, bearing interest at such rate or rates as in its discretion the Board of Directors shall determine but in no event shall such rate exceed TEN PER CENTUM (10%) per annum, for the purpose of financing improvements, extensions and additions to the District's existing Water System, and to provide

for the payment of principal and interest on such bonds by the levy and collection of a sufficient tax upon all taxable property within said District as authorized by the Constitution and laws of the State of Texas, and particularly V.T.C.A., Water Code, Chapter 51?"

SECTION 3: That the official ballots for said election shall be prepared in accordance with V.A.T.S., Election Code, so as to permit the electors to vote "FOR" or "AGAINST" the afore-said proposition which shall be set forth in substantially the following form:

THE ISSUANCE OF \$300,000 WATER SYSTEM BONDS
AND THE LEVY OF TAXES TO PAY FOR THE BONDS

The word "FOR" and beneath it the word "AGAINST" shall be made to appear on the left of the proposition. A square shall be printed on the left of each of the words "FOR" and "AGAINST" and each elector shall place an "X" in the square beside the statement indicating the way he wishes to vote.

SECTION 4: That MRS. BETTY CURRY is hereby appointed as Clerk of Absentee Voting for said election and absentee voting shall be conducted at the Water District Office, Port Aransas, Texas. The period of absentee voting shall begin on the 20th day preceding the date of the election and shall end at the close of business on the 4th day preceding the day of election. Said Clerk shall keep the office open between the hours of 8 A.M. and 5 P.M. each day that is not a Saturday, a Sunday, or an official State holiday. Ballot applications may be obtained from the Clerk of Absentee Voting, whose mailing address is Post Office Box 128, Port Aransas, Texas, 78373, and ballots voted by mail may be sent to the same address.

SECTION 5: That the entire District shall comprise one election precinct and the polling place of said election shall be the COMMUNITY BUILDING IN PORT ARANSAS, TEXAS, within the boundaries of the NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4, and the following named persons are hereby appointed officers of said election:

MRS. LAUREL FARLEY Presiding Judge

MRS. LORRINE HOLMAN Alternate Presiding Judge

The Presiding Judge shall appoint not less than two (2) qualified Clerks to serve and assist in conducting said election, provided that the Alternate Presiding Judge shall serve as one of the Clerks unless the Presiding Judge fails to serve. Not more than three (3) qualified election Clerks shall be appointed.

On election day the polls shall be open from 7 A.M. to 7 P.M.

SECTION 6: All resident qualified electors of the District, including those who own taxable property in said District and who have duly rendered the same for taxation, shall be permitted to vote at said election. At said election two separate ballot boxes shall be provided at the polling place. In one box only

resident qualified electors who own taxable property and who have duly rendered the same for taxation shall be allowed to vote. In another box all resident qualified electors (who are otherwise qualified but do not own taxable property which has been duly rendered for taxation) shall be allowed to vote. The votes cast in each of said boxes shall be recorded, returned, and canvassed in such manner as will reflect separately the votes cast by the qualified electors who own taxable property and who have duly rendered the same for taxation from the votes cast by all qualified electors (including those who own taxable property and who have duly rendered the same for taxation).

SECTION 7: The Secretary of the Board of Directors is hereby directed to publish a substantial copy of this resolution and order, signed by said Secretary and by the President of the Board, once a week for four consecutive weeks in a newspaper having a general circulation in Nueces County, the first of said publications to be made at least twenty-eight (28) days prior to the date fixed for said election. Said publication shall constitute proper notice of said election.

SECTION 8: That said election shall be held and conducted in accordance with the laws of the State of Texas regulating general elections, except as provided in V.T.C.A., Water Code, Chapter 51.

The above resolution and order having been read in full, it was moved by Ward and seconded by Belcher that same do pass. Thereupon, the question being called for, the following members of the Board voted "AYE": Messrs. Peterson, Dallas, Ward, Castell and Belcher; and none voted "NO".

PASSED AND APPROVED, this the 25th day of July, 1973.

Carl Peterson
President, Board of Directors,
Nueces County Water Control and
Improvement District Number 4

ATTEST:

28 L Ward
Secretary, Board of Directors,
Nueces County Water Control and
Improvement District Number 4

(District Seal)

Dist

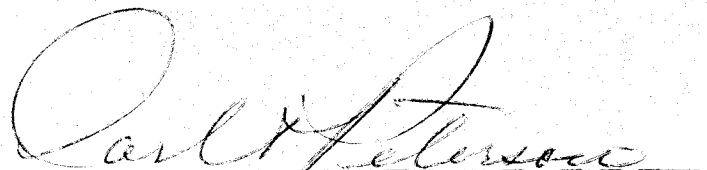
NOTICE OF BOND ELECTION

THE STATE OF TEXAS X NUECES COUNTY WATER CONTROL AND
 X
COUNTY OF NUECES X IMPROVEMENT DISTRICT NUMBER 4

TO THE RESIDENT QUALIFIED ELECTORS OF THE
NUECES COUNTY WATER CONTROL AND IMPROVEMENT
DISTRICT NUMBER 4 INCLUDING THOSE WHO OWN
TAXABLE PROPERTY IN SAID DISTRICT AND WHO
HAVE DULY RENDERED THE SAME FOR TAXATION:

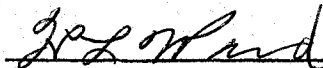
TAKE NOTICE that an election will be held on the 29th day of August, 1973, in the NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 in obedience to a resolution and order duly entered by the Board of Directors of said District, said resolution and order being attached hereto and made a part of this notice for all intents and purposes.

WITNESS OUR HANDS AND THE SEAL OF SAID DISTRICT, this the 25th day of July, 1973.



President, Board of Directors,
Nueces County Water Control and
Improvement District Number 4

ATTEST:



Secretary, Board of Directors,
Nueces County Water Control and
Improvement District Number 4

(District Seal)

4/73

Environmental Protection Agency
TRANSMITTAL -- FINAL GRANT COMPUTATION FORM
(Public Law 92-500, Section 4(c), 33 U.S.C. 1151 et seq.)

To: Mr. Don Roy Farley, President,
Board of Directors, Nueces County Water
Control and Improvement District No. 4
P. O. Box 507
Port Aransas, Texas 78373

Re: WPC-Tex-595
Nueces CO. WCID #4

~~THROUGH~~

Enclosed for you are two copies of the final grant computation form (FD-2) are enclosed. You are requested to review the form and return the remainder in the enclosed envelope. The final grant amount is based on available cost information and is subject to review by the Federal Auditor.

We inspected the above referenced project on May 22, 1973 and it was determined that the treatment works were complete and operable. Any obligations incurred after this date will not be allowed for federal participation.

Handwritten: ... P.O. Dallas,
and the ... were ...
on some ... were not
eligible for ...
... 18,350.00

Signature	Date
<i>[Signature]</i>	7/12/73
Special Agent in Charge	

cc: TWOS
Pragon & M. ...

PROJECT PROGRESS REPORT AND PAYMENT REQUEST

LEGAL NAME AND ADDRESS OF APPLICANT

Nueces Co. WC&ID #4, P. O. Box 507, Port Aransas, Texas 78373

PROJECT NO.

WPC-Tex-695

CONSTRUCTION CONTRACT COSTS

A. Cost of work covered by plans and specifications (From EPA Form 578-1B)

1 CONTRACTS	2 AMOUNT	3 ADDITIONS	4 DEDUCTIONS	5 CURRENT AMOUNT
B. Slovak Brothers	\$ 345,875.60	\$ 2.11	\$	\$ 345,877.71
C.				
D.				
E.				
F.				
G.				

H. Total amount of current construction contracts (Lines B thru G)

\$ 345,877.71

I. Plus estimated cost of any pending additional work (Describe briefly)

\$

J. Subtotal (Line H plus I)

\$ 345,877.71

K. Less estimated cost of any pending deductions for omissions (Describe briefly)

\$

L. Current estimated cost of work agreed upon and work pending (Line J minus K)
(Sewage treatment plant construction cost - \$)

\$ 345,877.71

STATUS OF PROJECT

6 CLASSIFICATION OF COSTS	7 APPROVED ESTI- MATED COSTS (From EPA Form 578-1B)	8 CURRENT ESTIMATED COSTS	9 APPLICANT'S PAYMENTS TO DATE	10 ESTIMATED VALUE OF WORK IN PLACE
M. Construction costs:				
Contracts	\$ 345,875.60	\$ 345,877.71	\$ 345,877.71	\$ 345,877.71
Equipment and materials				
N. Fees for technical services	50,000.00	48,350.39	48,350.39	48,350.39
O. Legal costs	7,500.00			
P. Administrative costs	2,000.00	2,772.62	2,772.62	2,772.62
Q. Contingency	5,624.40			
R.				
S. Totals (Lines M thru R)	\$ 411,000.00	\$ 397,000.72	\$ 397,000.72	\$ 397,000.00
T.				
Amount of Grant				
\$ 218,350.00	U. Federal share (See instructions)			\$ 218,350.00
	— 55 % of Column 10, Line S			\$ 178,100.00
	V. Less previous payments			\$ 40,250.00
	W. NET AMOUNT PAYABLE			

CERTIFICATION BY APPLICANT

I certify that labor, materials and services in Line S of Column 10, having a value of \$ 397,000.00, have been used in this project in accordance with the approved project plan. The Federal pro rata share of the United States is \$ 40,250.00. The amount claimed as paid above and no previous claim of this amount has been presented to nor payment made by the United States Government.

DATE

SIGNATURE

NAME AND TITLE OF APPLICANT'S REPRESENTATIVE
(Print or Type)

Don Roy Farley, President
Board of Directors

CERTIFICATION BY ENVIRONMENTAL PROTECTION AGENCY

I personally inspected this project on 5-22-73 (Date). I examined records and found value of work completed as indicated above.

DATE

SIGNATURE

NAME AND TITLE OF INSPECTION OFFICER (Print or Type)

Charles W. Maxton, Jr.
Area Engineer

MINUTES OF
REGULAR MEETING

July 25, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 25th day of July, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher

Absent:

None

Visitors:

Laddie Janecek	Financial Advisor
Don Roy Farley	Manager
Gail Holman	Water Supt.
Obie Etheridge	Engineer
Frank McCaughan	Engineer
Larry Urban	Urban Engineer
Jack Modasett	Terramar
Jack McDavid	Insurance Rep.

Meeting was called to order at 7:03P.M. with the reading of the minutes of the previous meeting. Minutes were approved.

Mr. Janesek went over the resolution calling the Bond Election--explaining the whole thing to the Board and the Engineers. H. L. Ward made motion to accept the resolution. Joseph Belcher seconded the motion. Motion carried. Copy attached as permanent part of these minutes.

Mr. Jack McDavid was next on the agenda concerning insurance on buildings. He explained that all the companys that write-up windstorm insurance are put in a pool and assigned to different companys. McDavid purposal of insurance was \$26,000 on building, \$15,000 on contents for \$777.00 which is more coverage that we have at the present with Cole Agency. District pays Cole \$979.00. Deviated rate, 20% off of Mr. McDavid rate. Mr. McDavid recommended 1 year policy for the next 3 years. H. L. Ward made motion to have McDavid renew insurance due in September. Carl Castell seconded motion. Motion carried.

Terramar was next on the agenda. Mr. Etheridge gave a review of last Fridays meeting in Corpus Christi where Mr. Piper proposed \$78,000 in 5 years with no interest, provided Terramar would increase size of line to include Piper. Piper also wanted to include free use of sewer line. No figure for easements of land was given. Mr. Etheridge presented a suggested resolution and went over it with the Board. Mr. Etheridge had hopes of this resolution being agreed upon by Piper and Terramar. Mr. Modasett gave a reply to what Piper proposed. Terramar agreed to negotiate again on the basis of Mr. Etheridge resolution.

Real point is to keep Terramar and Piper negotiating until settlement.

If line is laid in right of way, Terramar is responsible for it for ~~years~~, including cost of moving line if need be.

Mr. Etheridge corrected the resolution. Andy Dallas made motion to pass the ammended resolution. Carl Castell seconded it. Motion carried. Copy attached.

Letter from Texas Water Quality Board was read Re: Federal Construction Grants Program Reimbursement (P.L. 660) Copy attached.

Report on the problem at Spanish Village was reviewed. In short -- Spanish Village needs to install their own pump to be used when weather is unusually wet. The District is not at fault. Copy in file under Spanish Village.

The subject of future developers came up where they install water lines and sewer lines and the Board will study this and make a dicission on the issue.

It was suggested that ^{when} Contractor makes tap, the District should levy an inspection fee--in the case of Coral Cay a fee of \$250.00. H. L. Ward made motion to this suggestion. Joseph Belcher seconded motion. Motion carried.

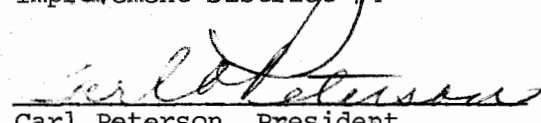
Executive Keys wants 2 fire plugs and ask the District to install them . The Board agreed that they should get their contractor to install but District would furnish the inspector at a fee of \$10.00 per hydrant.

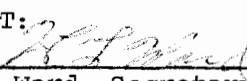
E.P.A. has notified the District that the District will not receive the 75% for sewer improvements on last Bond Issue. Copy on file under Texas Water Quality Board.

E.P.A. also notified District that the District would not receive approximately \$7,000 that was first agreed upon by E.P.A. They cited a special formula that reduced the amount. (Copy attached).

There being no further business to come before the board, upon motion duly made and seconded, meeting was adjourned at 9:10 P.M.

^{County}
Nueces, Water Control &
Improvement District #4


Carl Peterson, President

ATTEST:

H. L. Ward, Secretary

MINUTES OF
REGULAR MEETING

July 11, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 11th day of July, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell

Absent:
Director Joseph Belcher

Visitors:

Manager	Don Roy Farley
Water Supt.	Gail Holman
Engineer	Obie Etheridge
Tarramar Rep.	Raymond Chilton

Meeting was called to order at 7:00 P.M. with the reading of the minutes of the previous meeting, Regular and Special. Minutes were approved.

Motion was made to authorize the President of the Board of Directors to execute the annexation documents and agreements for water and sewer service from Terramar Corporation subject to agreement by District Engineers and District's attorney that Second Supplemental Agreement was written as agreeded upon by Water District; so described as "section 4 and as 450.614 acres of land, more or less, out of Survey 593 Land Script 325, Survey 594 Land Script 59 and Survey 595 Land Script 66, Mustang Island, Nueces County, Texas, more particularly described as follows:

All of Surveys Nos. 593, 594 and 595 lying westerly of the westerly right-of-way line of Park Road No. 53, being the property shown on the map attached hereto, marked Exhibit A and made a part hereof and hereinafter referred to as "Mustang Island, Section 4".

The Board of Directors found that the annexation of said land would be in the best interests of the Water District and that water services would be available to sustain all of the present users and the prospective growth of the District. Motion made by H. L. Ward and seconded by Andy Dallas. Carried unanimously. Resolution of annexation is attached.

Motion was made to except and sign financial advisor contract from First Southwest Co. by H. L. Ward, Seconded by Andy Dallas. Motion carried.

Easement considerations were discussed. Bill for taps was sent to Terramar.

Letter was read from Kingsfisher confirming payment in full. Copy attached.

Letter was read from NCWC&ID#4 to Great Western about looping lines. Copy attached.

Discussion was held on possible date for bond election. Tabled until next meeting.

Letter was read from McCaughan & Etheridge on proposed fittings and valves on new Terramar water line. Copy attached.

Al Mora told Mr. Farley Exxon would no longer furnish fuel tanks. District would have to furnish there own.

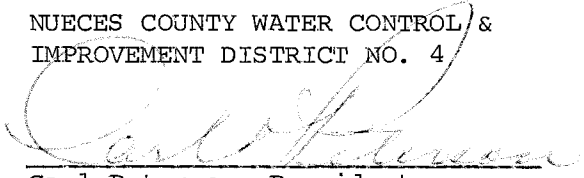
Report was given on repairing old sewer plant. Honeywell would fix flow meter for \$196.00. Work was authorized by manager.

Cost of sewer tap connections was discussed. Mr. Farley will make a study and present preposed raise on connections at next meeting.


Discussion was held on preparations for District due to Hurricane Warning. Mr. Farley and Gail Holman will study ~~****~~ and give report to next Board meeting.

There being no further business to come before the board, upon motion duly made and seconded, meeting was adjourned at 8:30 P.M.

NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NO. 4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

RESOLUTION AND ORDER EXECUTING ANNEXIATION OF LAND TO NUECES COUNTY WATER
CONTROL & IMPROVEMENT DISTRICT NUMBER 4.

On the 11th day of July, 1973, the Board of Directors
of Nueces County Water Control and Improvement District Number 4 convened in
Regular session being open to the public at the regular meeting
place thereof in said District, with the following members of the Board
present:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell

and the following absent:

Director	Joseph Belcher
----------	----------------

, constituting a quorum; and among other proceedings had were the following;

The President of the Board presented a resolution and order authorizing
execution of legal annexiation documents between the ~~Nueces~~ County Water
Control and Improvement District Number 4, and Terramar Corporation.

The resolution and order was read in full and, after full discussion
thereof, Mr. H. L. Ward made a motion that it be adopted. The
motion was seconded by Mr. Andy Dallas. The motion, carrying
with it the adoption of the resolution and order, prevailed by the following
vote:

Ayes: 4

Nayes: 0

The President than declared the resolution and order finally passed and
adopted.

The resolution and order is as follows:

WHEREAS, Nueces County Water Control and Improvement District No. 4
finds that the annexation and addition of the Terramar Corporation territory,
known thereafter as "SECTION IV",
further described in executed legal documents, is considered to be to the
advantage of the District, and the District's facilities are sufficient to
supply the additional land without injury to land already in the District.

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4, that the President of the Board of Directors be authorized to execute legal annexation and agreement documents between the Nueces County Water Control and Improvement District Number 4 and Terramar Corporation.

I, the undersigned, Secretary of the Board of Directors of Nueces County Water Control and Improvement District Number 4, do hereby certify: That the foregoing resolution and order was duly passed and approved and is in full force and effect. Witness my hand and seal of office this the 11th day of July, 1973.

(seal)

J. L. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

SECOND SUPPLEMENTAL AGREEMENT
FOR
WATER AND SEWAGE SERVICES

WHEREAS, Terramar Corporation, successor in interest to Great Western Corporation, a Texas corporation, (hereinafter called "Terramar") and the Nueces County Water Control and Improvement District No. 4 (hereinafter called "the District") have heretofore entered into an Agreement for Water and Sewage Services (hereinafter called the "Services Agreement"), dated April 26, 1972, covering Mustang Island, a subdivision of Nueces County, Texas, covering 280.605 acres of land, more or less, as shown by map or plat thereof recorded in Volume 38, page 130, Map Records of Nueces County, Texas; and

WHEREAS, Terramar and the District amended such Services Agreement by instrument dated July 13, 1972, (hereinafter called "First Amended Agreement for Water and Sewage Services") which also covered and included Mustang Island, Section 2, a subdivision of Nueces County, Texas, covering 473.480 acres of land, more or less, as shown by map or plat thereof recorded in Volume 38, page 183, of the Map Records of Nueces County, Texas; and

WHEREAS, Terramar and the District entered into a First Supplemental Agreement for Water and Sewage Services dated January 12, 1973, covering Mustang Island, Section 3, a subdivision of Nueces County, Texas, covering 193.39 acres of land, more or less, as shown by map or plat thereof recorded in Volume 39, page 78, Map Records of Nueces County, Texas; and

WHEREAS, Terramar is the owner of additional property situated on Mustang Island, Nueces County, Texas, described as follows:

450.614 acres of land, more or less, out of Survey 593 Land Script 325, Survey 594 Land Script 59 and Survey 595 Land Script 66, Mustang Island, Nueces County, Texas, more particularly described as follows:

All of Surveys Nos. 593, 594 and 595 lying westerly of the westerly right-of-way line of Park Road No. 53, being the property shown on the map attached hereto, marked Exhibit A and made a part hereof and hereinafter referred to as "Mustang Island, Section 4"; and

WHEREAS, Mustang Island, Section 4, is situated outside the boundaries of the District; and

WHEREAS, Terramar desires to arrange a means by which a supply of fresh, potable water also may be provided to the occupants of Mustang Island, Section 4 and to provide for the treatment of sewage from Mustang Island, Section 4; and

WHEREAS, the District desires to supply water to and receive and treat sewage from the occupants of Mustang Island, Section 4; and

WHEREAS, Terramar offers to pay the District the sum of Eighty-five Thousand Dollars (\$85,000.00), \$35,000.00 of which will be paid upon execution of this agreement by the District and the balance of \$50,000.00 to be due and payable six (6) months from date:

NOW, THEREFORE, for and in consideration of the premises, Terramar and the District hereby agree as follows:

1. Subject to the limitations set forth in paragraph 7 below, the District agrees to furnish a supply of fresh, potable water to the occupants of Mustang Island, Section 4, and to take, receive and treat sewage from Mustang Island, Section 4, at such time as the following conditions have been met, and reaffirms its agreements to furnish water and sewer service to Mustang Island, Sections 1, 2 and 3 upon the fulfillment of the conditions as previously agreed upon, except that the water and sewer facilities to be constructed by Terramar shall be as described in paragraph 1b below, to-wit:

a. Terramar has taken such legal steps as may be necessary to cause the annexation of Mustang Island, Section 4, to the District; and

b. Terramar has constructed and installed, at its sole cost and expense, the water transmission line, gravity sewer lines, sewage pump stations and force mains, and appurtenances, as shown in the "Construction Plans for Sanitary Sewer and Water Systems, Mustang Island" and their accompanying "Specifications and Contract Documents", prepared by Urban Engineering, Corpus

Christi, Texas, Job No. 7678, as approved by the District on _____, 1973, copies of which are on file in the offices of the District and Urban Engineering, together with a 500,000 gallon steel elevated water storage tank of design satisfactory to the District, to be located near the north boundary of Mustang Island, Section 4, on a site which shall have been dedicated to the District for such purposes, two gravity sewer lines across Park Road 53 from Lift Stations 1 and 2, respectively, as shown in said plans, and has dedicated to the District land in or adjacent to Mustang Island, Section 3, as required for future water storage tanks and pumping plant as shown in Stage 4 (Page 25) of that certain "Engineering Report for Sanitary Sewage Collection System and Water Distribution System, Mustang Island Project", prepared by Urban Engineering, Job No. 7678, dated July 1972, copies of which are on file in the office of the District and Urban Engineering.

c. Terramar has platted Mustang Island, Section 4, substantially in accordance with the attached Exhibit A.

2. District agrees to acquire and provide the necessary easements for such water and sewage transmission lines extending from the sources specified in paragraph 1 above to the northerly boundary of Survey No. 590. Terramar agrees to acquire and provide the necessary easements for such water and sewer transmission lines from the northerly boundary of Survey No. 590 to the southerly boundary of Survey No. 595.

3. District agrees that it will not allow or permit any person or party to tap, connect onto or utilize any water or sewage services from the above described water lines or sewage lines laid at the expense of Terramar without the prior written approval of both Terramar and the District, subject to the following exceptions, terms and conditions:

a. Water taps of one inch (1") or less in size shall require only the approval of the District.

b. The approval of Terramar shall not be unreasonably withheld provided Terramar is reimbursed for that proportion of Terramar's costs and expenses incurred in laying such lines

calculated by dividing the overall line capacity by the capacity of the tap, and further provided that agreements are made so that such tap, or taps, shall not reduce the availability of water or sewage services to occupants of lands which have been acquired from Terramar by such occupants or their predecessors in interest.

4. Terramar agrees to pay to the District the sum of Eighty-five Thousand Dollars (\$85,000.00) \$35,000.00 of which is payable upon execution of this agreement by the District, and the balance of \$50,000.00 of which is payable on or before six (6) months from the date of this agreement.

5. Terramar agrees to pay to the District, on an annual basis, the amount, if any, by which the District's actual cost of operating and maintaining the above described water and sewer transmission lines, together with the actual costs of operating and maintaining any other water or sewer lines which may be laid within Mustang Island, Sections 1, 2, 3 and 4, exceeds any sums paid to the District by users of such water or sewage lines.

6. Until such time as Mustang Island, Sections 1, 2, 3 and 4, are included within the boundaries of a City, fire district or other governmental entity with fire protection responsibilities, Terramar agrees to maintain, paint and flush the fire plugs situated within the above described subdivisions in accordance with the schedule and techniques of the fire department serving the City of Port Aransas, Texas, and agrees to pay the District for the water used in such flushing operations, as well as any water used in furnishing fire protection for such subdivisions, at the water rate the District is then charging residents of such subdivisions.

7. It is understood and agreed that at such time as each of Mustang Island, Sections 1, 2, 3 and 4, is included within the boundaries of the District that, except as specifically provided herein, Terramar and all occupants of each of such Mustang Island, Sections 1, 2, 3 and 4, shall be entitled to all of the rights and privileges of every other member of the District, and shall be subject to the duties, obligations and policies of the District which are customarily and uniformly applied to in-District

customers including, but not limited to: charges for water and sewage services; reduced water and sewage services in the event of natural calamity or other cause beyond the District's control; and design specifications for installing water and sewage lines within such subdivisions.

8. This Agreement shall supplement all existing agreements between the District and Terramar and shall continue in full force and effect for a term of fifteen (15) years from July 13, 1972, and shall be binding upon the undersigned, their successors and assigns.

DATED June 27, 1973.

ATTEST:

TERRAMAR CORPORATION

[Signature]
19557 - Secretary

By [Signature]
Vice-President

ATTEST:

NUECES COUNTY WATER AND IMPROVEMENT
DISTRICT NO. 4

Secretary

By _____
President

THE STATE OF TEXAS }

COUNTY OF NUECES }

BEFORE ME, the undersigned authority, on this day personally appeared RAYMOND L. CHILTON, JR., VICE-President of Terramar Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated therein and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of June, 1973.

[Signature]
Notary Public in and for Nueces County, Texas

THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ President of Nueces County Water and Improvement District No. 4, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated therein and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of June, 1973.

Notary Public in and for Nueces County, Texas

**NUECES COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT No. 4
PORT ARANSAS, TEXAS 78373**

November 10, 1972

P. O. BOX 507
RI 9-5301
AREA CODE 512

Great Western Corporation
200 Wilson Tower
Corpus Christi, Texas 78401

Re: Mustang Island

Gentlemen:

You have been informed by our District Engineers that the Board is willing to proceed with the agreement for water and sewer service to Mustang Island Section 3, with certain stipulations to be added.

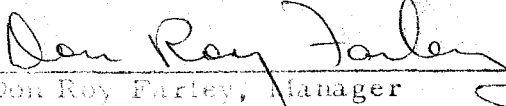
The Board wishes to advise you, however, that it may encounter some delay in providing additional water supply delivery capacity for any additional sections. Construction of the 20" transmission main which we are planning to construct from the pump station to our elevated tank will require a bond election, and it is the opinion of the Board that there might be some difficulty getting it passed very soon.

We are proceeding with planning for an addition to our pumping station, and will take such other steps as are necessary to provide adequate water to Sections 1, 2 and 3. This may include looping our present system into your proposed transmission main to get the best possible hydraulic conditions for you. It is our hope that financial circumstances will permit us to go ahead with the 20" connection in time for the 1974 summer season.

We felt that you should be advised of our capabilities and outlook, as we will have to have our basic supply firmed up more reliable before adding additional sections to our agreement.

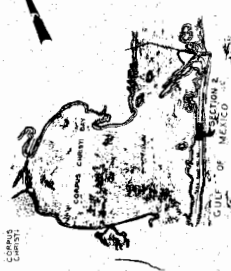
Very truly yours,

NUECES COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT NO. 4


Don Roy Farley, Manager

cc: McCaughan & Etheridge

Exhibit "A"



LOCATION MAP

CORPUS CHRISTI BAY

STATE OF TEXAS

N 31° 39' 40" E 110° 52'

LOT A

SECTION 4

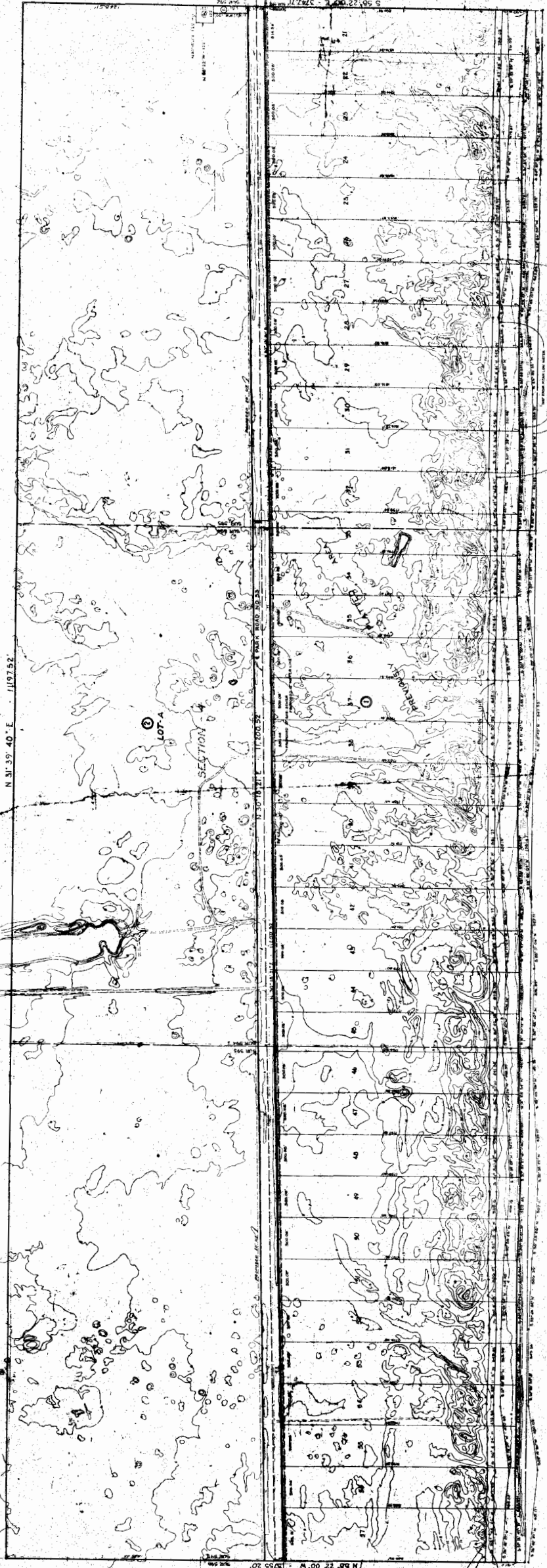
GULF OF MEXICO

PRELIMINARY
MUSTANG ISLAND SEC. 4
MAP OF A PORTION
OF
MUSTANG ISLAND

THIS MAP WAS PREPARED BY THE U.S. ARMY CORPS OF ENGINEERS, DISTRICT OF CORPUS CHRISTI, TEXAS, IN 1973. IT IS A PRELIMINARY MAP AND SHOULD NOT BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.



1973
DISTRICT OF CORPUS CHRISTI, TEXAS
JOB NO. 00003-03



A.P.A. WILSON

A.P.A. WILSON

EAST BOUNDARY LINE

WEST BOUNDARY LINE



P. O. BOX 108
PORT LAVACA, TEXAS
PHONE 512 552-8751

KING FISHER MARINE SERVICE, INC.
DREDGING MARINE CONSTRUCTION

June 28, 1973

Nueces County Water Control and Improvement District No. 4
Box 128
Port Aransas, Texas 78373

Attention: Mr. Don Farley

Dear Mr. Farley:

We received the check in the amount of \$16,566.66 which is the balance due on your job, taking out two each 8-inch waterlines and one telephone cable that crosses the Corpus Christi Ship Channel, West of Port Aransas Ferry Landing.

This constitutes payment in full on the above job.

Thank you.

Yours truly,

KING FISHER MARINE SERVICE, INC.

Waymon Boyd

Waymon Boyd
Vice President

Wb:dk



MINUTES OF
REGULAR MEETING

June 27, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 27th day of June, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Joseph Belcher
Director	Carl Castell

Absent: None

Visitors:

Magager	Don Roy Farley
Water Supt.	Gail Holman
Engineer	Frank McCaughan
Lawyer	Dick Hatch
Reporter-South Jetty	Steve Frishman

Meeting was called to order at 7:40P.M. with the reading of the minutes of the previous meeting and the special meeting were read and approved.

Copies of the proposed annexation of Section #4 were furnished each Board member and was discussed before the meeting was called to order.

Mr. Farley brought up the subject of annexing Section #4, the last of Terramar's property. Andy Dallas brought up the subject of the fire plugs and maintenance. After long discussion it was decided that a member of the P. A. Fire Department would be more suitable and could be sent down for maintenance with Terramar paying for charges and water used.

Report on water usage and supply was given by Frank McCaughan, and gone over with the Board. Each item in the proposed bond issue was discussed.

Resolution to approve the recommendation set forth by the Engineers to the water system made by Andy Dallas, seconded by H. L. Ward. Carried unanimously.

The tax rate was discussed. Andy Dallas made a motion to set tax rate at \$1.05 per hundred. H. L. Ward seconded it. Motion carried. A signed copy of the order is attached and becomes a permanent part of these minutes.

The subject of the Engineers contract was gone over by Mr. McCaughan, being basically the same as the sanitary sewer improvements contract. Copy attached.

Andy Dallas made motion to approve the Engineer's contract. H. L. Ward seconded it. Carried. Requested Sammy Ingram be inspector.

American Petro Fina on Harbor Island is loading ships off our lines and causing our pumps to overwork. Mr. Farley will check consumption and get in touch with the man in charge.

The problem of the Spanish Village sewer was discussed. Sammy Ingram will come over and study it.

Dick Hatch said he had filed a petition to condemn Piper's land, so action has been started on obtaining that easement. Piper will probably make a move now and things can be worked out satisfactorily.

There being no further business to come before the board, upon motion duly made and seconded, meeting was adjourned at 9:35 P.M.

Nueces County Water Control
& Improvement District #4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

AN ORDER LEVYING UPON THE ASSESSED VALUATION
OF THE PROPERTY WITHIN THE NUECES COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NO.4
A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS
OF VALUATION

BE IT ORDERED BY THE BOARD OF DIRECTORS OF
THE NUECES COUNTY WATER CONTROL AND IMPROVEMENT
DISTRICT NO. 4 AS FOLLOWS:

There is hereby levied on each One Hundred Dollars of the
assessed value of all property, both real and personal, within the
boundaries of the Nueces County Water Control and Improvement District
No. 4, except such property as may be by law exempt from taxation, a
tax rate of \$1.05 per each One Hundred Dollars assessed valuation for
the purpose of meeting the requirements of said district for the fiscal
year ending 1974.

PASSED AND APPROVED by the Board of Directors of the Nueces
County Water Control and Improvement District No. 4 the 27th day of
June, 1973.


President

ATTEST:



GORDON FULCHER
CHAIRMAN
LESTER CLARK
VICE-CHAIRMAN
J. DOUG TOOLE
HARRY P. BURLEIGH

TEXAS WATER QUALITY BOARD



CLAYTON T. GARRISON
JIM C. LANGDON
J. E. PEAVY, MD
HUGH C. YANTIS, JR.
EXECUTIVE DIRECTOR
PH. 475-2651
A.C. 512

314 WEST 11TH STREET 78701
P.O. BOX 13246 CAPITOL STATION 78711
AUSTIN, TEXAS

July 10, 1973

RE: Federal Construction
Grants Program Reimbursement
(P.L. 660)

TO WHOM IT MAY CONCERN

Section 206 (a) (b) and (c), Public Law 92-500 (86 stat. 838) of the Federal Water Pollution Control Act Amendments of 1972, enacted October 18, 1972, authorizes reimbursement on publicly owned treat-ment works constructed between the periods of July 1, 1966, through June 30, 1972, and July 1, 1956 through June 30, 1966, without the benefit of the specified federal construction grant funds authorized for the particular period. However, proposed Federal Regulations, Vol. 38, No. 122, Tuesday, June 26, 1973, requires that eligibility for reimbursement be limited to those projects on which construction was initiated after June 30, 1966, but before July 1, 1972, and which are found to meet the requirements of Section 8 of Public Law 84-660, as amended.

The Act and proposed Regulations stipulate that an applicant must file an application with the Administrator within the one year period which begins on the date of enactment of the Act (October 18, 1972). The Environmental Protection Agency has only recently issued proposed regulations for the formal procedures in filing such applications. Therefore, this letter is intended to remind interested parties that the deadline for filing an application with the Administrator is October 17, 1973. It is suggested that eligible applicants notify the Administrator by "Certified Mail - Return Receipt Requested" that they are officially making application for reimbursement pursuant to Section 206 of Public Law 92-500, and submit the required information pursuant to the proposed Federal Regulations. The notification should be sent direct to the following address.

Regional Administrator
Environmental Protection Agency, Region VI
1600 Patterson Street, Suite 1100
Dallas, Texas 75201

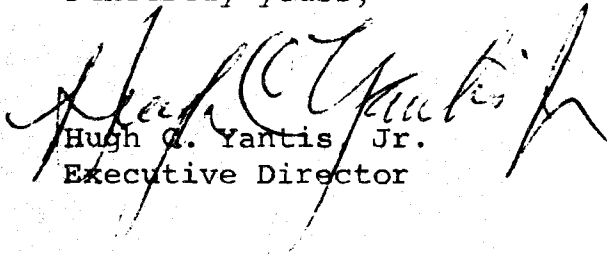
The Texas Water Quality Board is hopeful that this reminder will assist eligible applicants in obtaining reimbursement so that such funds may

Page 2

July 10, 1973

further water quality management in Texas by providing additional financial ability for the construction of wastewater facilities.

Sincerely yours,

A large, stylized handwritten signature in dark ink, appearing to read 'Hugh C. Yantis Jr.', is written over the typed name and title.

Hugh C. Yantis Jr.
Executive Director

CONTRACT FOR ENGINEERING SERVICES

THE STATE OF TEXAS |

COUNTY OF NUECES |

The Nueces County Water Control & Improvement District No. 4, located in Port Aransas, acting by and through the President of its Board of Directors, its committee called "District", and McCaughan & Etheridge, hereinafter called "Engineers", whether one or more, agree as follows:

ARTICLE I. PROJECT DESCRIPTION

For and in consideration of the agreement of the District to make the payments hereinafter agreed to be made by the District, the Engineers agree to render professional engineering services on the Project as hereinafter described, and consist of several items as follows:

1. A 24-inch water transmission main from the Port Aransas pumping station to the elevated storage tank.
2. Improvements to the Port Aransas pumping station.
3. Other water transmission and distribution mains and laterals and appurtenances to be installed by the District.

ARTICLE II. SCOPE OF SERVICES

The professional engineering services to be rendered will include the following:

ARTICLE III. BASIS OF COMPENSATION

1. Conferences with the proper District representatives regarding the various portions of the proposed project as may be authorized

by the District.

2. Studies and preliminary field investigations of the various portions of the project and the preparation of preliminary engineering report. The Preliminary Report will be in sufficient detail to indicate clearly the problems involved and will include preliminary cost estimates, and recommendations, and will be in sufficient detail for the District to fix the extent of a bond election for financing of the Project.
3. Preparation of the engineering data and information required for approval by State authorities of the proposed bond issue. This does not include the legal, financial or administrative portions of the applications, or special studies of a sociological nature.
4. Furnish the City with 10 copies of the Preliminary Report.

SECTION (B) - IS THE DESIGN PHASE (FOR WORK AUTHORIZED BY THE DISTRICT)

1. Make field surveys as necessary for design and easement description but not including certified land surveys.
2. Establish the scope of, and make recommendations for, any soil and foundation investigations or any special surveys or special testing, which may be required for the proper design of the project; secure approval from the District for the work to be done by commercial laboratories directly for the District's account, or as otherwise agreed.
3. Prepare descriptions of easements to be acquired.

4. Furnish engineering data necessary for permits required by local, State and Federal authorities.
5. Prepare detailed contract plans, specifications, and proposal forms for construction, with all necessary sets of plans required for review and approvals up to time of authorization to receive bids, and twenty-five (25) sets of specifications and contract documents. (Additional copies will be furnished as required at a reasonable cost for reproduction and assembly.)
6. Prepare detailed cost estimates of authorized construction for the construction contract. The Engineer will not be required to guarantee that the bids will be within these estimates.
7. Assist the District in securing bids.
8. Analyze bids and make recommendations concerning awards.
9. Assist District in the award of the Contract, and prepare final Contract Documents.

SECTION (C) - IN THE CONSTRUCTION PHASE

1. Check shop and working drawings furnished by Contractor.
2. Review laboratory, mill, and shop tests. Testing costs are not included in the Basic Services.
3. Consult with District and advise during construction.
4. Make periodic visits to the site of the project to observe the progress and quality of work and to determine in general if the work is being done in accordance with the Contract Documents. (This is to be distinguished from detailed

inspection as performed by a resident engineer or inspector.)

5. Prepare monthly and final estimates for payments to the contractors, and submit to District for approval.
6. Prepare any change orders that may be found necessary during progress of the work.
7. Make final inspection with one or more representatives of the District.
8. Revise the construction drawings as necessary, to show the project as built.

SECTION (D) - AFTER ACCEPTANCE OF CONSTRUCTION

1. For a reasonable period of time, not to exceed one year, consult with the City regarding defects of materials or construction, and operational problems encountered on the Project.

ARTICLE III. ADDITIONAL SERVICES NOT INCLUDED IN BASIC SERVICES

SECTION (A) - INSPECTION

The Engineer will provide a resident inspector during the construction of the project, with compensation as shown in ARTICLE V, SECTION (B).

SECTION (B) - FIELD STAKING FOR CONSTRUCTION

The Engineer is authorized to include detailed field staking of water lines in the contract requirements as a responsibility of the construction contractor, based on control points designated by the Engineer.

SECTION (C) - OTHER

Other Additional Services, if authorized by the District, will be provided by the Engineer. These might include, but are not limited to, land

surveys, travel to places other than Corpus Christi, Aransas Pass, or Port Aransas, on behalf of the District, testimony as expert witness in litigation, and significant revisions of completed plans or specifications made at District's option after previous preliminary approval.

ARTICLE IV. COORDINATION WITH THE DISTRICT

The Engineer shall hold periodic conferences with the District, or its designated representatives, to the end that he shall have full benefit of the District's experience and knowledge of existing needs and facilities and its current policies and construction standards. To implement this coordination the District shall make available to the Engineer, for planning use, all existing plans, maps, statistics, analysis, computations and other data relative to the existing facilities and to the various Items in the Project. The Engineer will cooperate with the District's fiscal and legal consultants, where mutual coordination of planning activities are required for interrelated problems.

ARTICLE V. COMPENSATION

For and in consideration of the services to be performed by the Engineers the District shall make compensation as follows:

SECTION (A) - BASIC SERVICES

The Basic Fee for performing the Basic Engineering Services as described in Article II of this agreement, will be based on a percentage of the cost of the construction contract authorized by the District. The amount of the percentage for each Item is to be based on the amount of the cost of the construction contract in accordance with the following schedule:

**Cost of Construction
Contract
(See Note 1)**

**Basic Fee in Percentage
of Construction Cost**

Less than \$50,000	5.0% plus \$4,000
\$50,000	13.0%
\$100,000	10.8
\$200,000	9.5
\$300,000	8.9
\$400,000	8.4

Note 1: For Cost falling between amounts shown, fee percentage shall be interpolated, rounded to the nearest one-hundredth of one percent.

The Basic Engineering Fee shall be due and payable as follows:

(1) Preliminary Phase:

For services rendered under the Preliminary Phase as described above, an amount equal to Twenty-Five Percent (25%) of the Basic Engineering Fee will be due and payable. It is agreed that this payment may be postponed without interest until bonds for the financing of the project are sold by the District, or until six (6) months from the date of this Contract, whichever comes first.

(2) Design Phase:

For services rendered under the Design Phase as described above, an amount equal to Sixty Percent (60%) of the Basic Engineering Fee for work authorized by the District shall be due and payable upon receipt of bids.

In the event that proposals for construction on the various Items are received within 90 days after submission of the complete contract plans and specifications to the District, then the fee for services rendered for the Preliminary and Design phases of this portion of the work shall

be adjusted to the actual "construction cost" as reflected by the lowest bona fide bid. Where no proposals are received within a period of 90 days, then the Engineer's estimates shall be the basis for payment for services rendered under the Preliminary and Design Phases.

(3) Construction Phase:

For services rendered under the Construction Phase as described above, an amount of Fifteen Percent (15%) of the Basic Engineering Fee for those portions of the work covered by the construction contract shall be due and payable based on monthly estimates of work performed by the Contractor.

(4) Final Fee Adjustment:

Upon final acceptance of construction work under any contract, the Basic Fee shall be readjusted in accordance with the Schedule above, based on actual final total Construction Cost. The Engineer shall be compensated equitably for any portion of the project for which he has performed services, but which was not constructed.

(5) After Acceptance of Construction:

For the services described in ARTICLE II, Section D, no fee will be charged for a reasonable amount of time spent. Upon agreement, any extended services will be compensated as Additional Services.

SECTION (B) - ADDITIONAL SERVICES

Additional Services authorized by the District and not provided for or contemplated under Basic Services will be provided at salary cost times a factor of 2.0, plus reimbursement for non-labor expenses and

special services at invoice cost plus 20% and transportation at 13¢ per mile. Salary cost is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, inspectors, clerks, laborers, etc., for time directly chargeable to the project, plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, sick leave, vacation, and holiday pay applicable thereto. For Principals, a charge of \$17.50 per hour will be made.

ARTICLE VI - TERMINATION OF CONTRACT

Either party to the Contract may terminate the Contract by giving to the other thirty days notice in writing. Upon delivery of such notice by the District to the Engineer, and upon expiration of the thirty-day period, the Engineer shall discontinue all services in connection with the performance of the Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Contract to the date of termination. The District shall then pay the Engineer promptly that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Contract shall be delivered to the Owner when and if it is terminated.

ARTICLE VII - OWNERSHIP OF DOCUMENTS

Upon completion of the project the Engineer shall furnish to the District one set of prints of the "as built" plans. Tracings shall remain the property of the Engineers, and the District may secure additional prints as desired at a reasonable cost.

ARTICLE VIII - ASSIGNABILITY

The Engineer shall not assign, transfer or delegate any of his obligations or duties in this contract to any other person without the prior written consent of the District, except for routine duties delegated to personnel on the Engineer's staff or to outside professional associates (and their employees) working under the Engineer's direction. If the Engineer is a partnership, in the event of the termination of the partnership, this contract shall inure to the individual benefit of such partner or partners as the District may designate. No part of the Engineer's fee may be assigned in advance of receipt by the Engineer without written consent of the District.

ARTICLE IX - TECHNICAL ASSISTANCE AND CONSULTATIONS

The District shall not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation has been approved in writing by the District.

ARTICLE X - TIME OF COMPLETION

The Engineer agrees to complete the preliminary phase of his services within sixty (60) days from date of authorization to proceed, and to complete the design phase within one hundred (100) days from date

of authorization to proceed therewith, subject to such extensions as are required for approvals by the District or other regulatory bodies, or for delays beyond his control.

EXECUTED IN DUPLICATE, each of which shall be considered an original, this the 27th day of June, 1973.

ATTEST:

W. L. [Signature]
Secretary

NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NO. 4

By *Carl Peterson*
Carl Peterson, President

(SEAL)

McCAUGHAN & ETHERIDGE

By *Chick L. Etheridge, P.E.*
Partner

FINANCIAL ADVISORY CONTRACT

(General Obligation Bonds)

(M.A.C. Form 0-1. Standard Form of Agreement between Municipal Subdivision and Municipal Bond Dealer Covering GENERAL OBLIGATION BONDS. Form Approved by the Municipal Advisory Council for Use of Members Only.)

Date June 27, 1973

To: Honorable President and
Board of Directors
Nueces County W. C. & I. D. #4

Port Aransas, Texas

Gentlemen:

1. We understand that you contemplate ordering an election within your District at which there will be submitted to its qualified voters the proposition(s) of authorizing the issuance of certain bonds in the following amount(s) and for the purpose(s) indicated:

\$300,000 waterworks improvement bonds

and that in connection with the authorization, issuance, sale and delivery of such bonds you desire this proposal from us to perform professional services in the capacity of Financial Advisors for your District.

2. By this proposal we offer our professional services and our facilities as Financial Advisors and agree to perform the following duties normally performed by such advisors, and to perform such other duties as in our judgment, may be necessary or advisable:

- a. To make a study of the debt structure of your District, the trend of its assessed valuation, its taxing power and the present and estimated future taxing requirements, and on the basis of such study to devise and recommend for your approval a plan of financing to cover the proposed bonds. Such plan shall include a maturity schedule and other terms and conditions, such as options of prior payment and the like, as will, in our opinion, result in the issuance of the bonds under terms and conditions most advantageous to your District consistent with a minimum effective interest rate.
- b. We understand that you have retained or expect to retain Dumas, Huguenin, Boothman & Morrow a firm of recognized municipal bond attorneys, who will prepare the proceedings and advise the steps necessary to be taken in the bond election, the legal issuance of the bonds and the final delivery of the bonds and who will issue an opinion approving the legality of the bonds. All financial services rendered pursuant to this contract will be performed in such manner, and will include assembling and accumulating such financial facts, information and data, as will be necessary or appropriate to obtain the unqualified approving legal opinion of said attorneys. The fee of said attorneys will be paid by us.
- c. At such time as it shall be decided to order a bond election, we will assemble and transmit to the bond attorneys such data as may be required in the preparation of the necessary petition, orders, resolutions, notices and certificates; and will assist your governing body in the petitioning therefor.
- d. We will provide and deliver to each official as you may designate such sets of election supplies, including ballots (but excluding voting machines and voting booths) as are required for each polling place.
- e. To advise you of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date for the sale of the bonds can be set at a time which, in our opinion, will be favorable.
- f. To compile from your official records for submission to and approval by your governing body an Official Statement or Prospectus, if required, containing official data and other information of the nature and kind customarily required in bidding on bonds of this type, all of which we are to furnish in a sufficient number of copies to permit mailing to prospective bidders, all of which we agree to provide.
- g. To file with you and advise the maturity of the bonds.
- h. To pay the net cost of preparing and obtaining the approving opinion of the Attorney General of the State of Texas and the registration of the bonds by the Comptroller of Public Accounts, and the delivery of the bonds to the purchaser at a bank in Austin, Texas.
- i. If the bonds are eligible under Texas laws for purchase by the State Board of Education, to assist in the preparation and timely submission of an Application for Waiver to the Board.

3. We agree to direct and coordinate the entire program of financing herein contemplated and to assume and pay the expenses above enumerated. It is specifically understood and agreed, however, that this obligation on our part shall not cover payment of any local election expenses (except that we will furnish election supplies to the extent hereinabove provided); nor shall it cover the cost of publication of notices in newspapers, or other publication costs, or the expenses of any litigation.

4. As consideration for the services rendered by us and as reimbursement for the expenses which we are to incur, it is understood and agreed that your District is to pay and we are to accept a cash fee ~~to be determined by the Board of Directors~~ of \$3,500.00.

Such fee shall become due and payable simultaneously with delivery of the bonds to the purchaser.

5. In the event the bond election contemplated by this proposal should fail, then the fee due us shall be none; however, should the same or similar proposition(s) again be submitted at an election held within 36 months from date hereof, then at our option the agreement covered by this proposal shall apply to any bonds authorized at such election.

6. It is further understood and agreed that we reserve the right to submit a bid for the bonds when offered for sale.

7. This agreement shall be terminated by the delivery to the purchaser of the bonds covered hereby, or by the elapse of 36 months from date of your acceptance hereof, whichever shall first occur; however, if the bonds have not been so delivered within the period specified, this agreement may be extended by mutual consent.

8. This proposal is submitted in duplicate originals. When accepted by you it will constitute the entire agreement between your District and the undersigned for the purpose and considerations herein specified. Your acceptance will be indicated by the signature of your President, attested by your Secretary, on both copies and returning one executed copy to us.

Respectfully submitted,

FIRST SOUTHWEST COMPANY

By *Leslie J. Gaudin*
Authorized Representative

ACCEPTANCE

ACCEPTED pursuant to ORDER adopted by the Board of Directors
of Nueces County W. C. & I. D. #4 on this the 27 day
of June 1973

Carroll Peterson
Title President, Board of Directors

ATTEST:

John H. ...
Title Secretary

(SEAL)

MINUTES OF
SPECIAL MEETING

July 9, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 9th day of July, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a special meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher

Absent : None

Visitors:

Don Roy Farley	Manager
Dick Hatch	Lawyer for District
Obie Etheridge	Engineers for District
& Frank McCaughan	
Raymond Chilton	Terramar
J. W. Gary	Lawyer for Terramar
Larry Urban	
Jim Swan	
Thomas Piper	
Leo Caster	
Judge Prowse	

Meeting was opened with Mr. Hatch discussing Piper right of way. Mr. Prowse representing Piper Corp. requested all information pertaining to right of way, the availability of acquiring sufficient supply of water, etc., at all times.


Resolved Piper Corp will get together with Larry Urban and Terrimar to attempt to find an agreeable price for Piper's share of water line and tap fee. When and if anything comes out of this meeting, the Board will be informed.

There being no further business to come before the Board, upon motion duly made and seconded, meeting was adjourned.

Nueces County Water Control
& Improvement District #4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

MINUTES OF
SPECIAL MEETING
June 20, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 20th day of June, 1973 the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a special meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher
Absent	
President	Carl Peterson
Visitors	
Fiscal Agent	Laddie Janecek
Attorney	Dick Hatch
Engineer	Obie Etheridge
Terramar Rep	Raymond Chilton
South Jetty Reporter	Steve Fishman

Meeting was called to order at 7:00 P.M.

Mr. Farley informed Mr. Chilton that \$85,000 cash was needed. Mr. Chilton proposed a deal of borrowing money on a 5 year term and Mr. Janecek said this wouldn't work because it would require a seperate tax rate for Terramar. The cash from Terramar would cut the amount of the bond issue in discussion. The bond issue in discussion is for the amount of \$230,000.00.

Mr. Farley proposed to Mr. Chilton that Terramar pay half now and half in nine months. Mr. Chilton said the taxes on Terramar property were \$5,000.00 for 1st year and \$20,000 last year which would enable them to pay the \$85,000 in 5 years.

Mr. Janecek said the bonds could not be set up now to entail more than \$350,000.00 without a tax increase.

Because of Flato not coming into the District, the District has knocked off \$40,000 in cutting down ground storage and changing the lift station size and construction for Terramar.

The final proposal given to Mr. Chilton was 1/3 now and 2/3 six or nine months from now. \$35,000 due when contract to Bayside II is accepted and \$50,000 within six months. The \$35,000 would come due within this month hopefully. Joseph Belcher made motion and H. L. Ward seconded it. Motion carried.

Mr. Baur's lawyer, Mr. Deo contacted Mr. Farley and wanted to know if the District would pay half of cost of sewer lines in the Whispering Sands additions. The Board did not go along with it. More discussion followed later.

Mr. Janecek said to set our tax rate at \$1.05 at next meeting.

Mr. Etheridge said that with the \$85,000 from Terramar \$30,000 of that goes for removal of lines under the channel (re-imbusement). The remaining \$55,000 added to the \$300,000 would enable the District to complete all the proposals on the

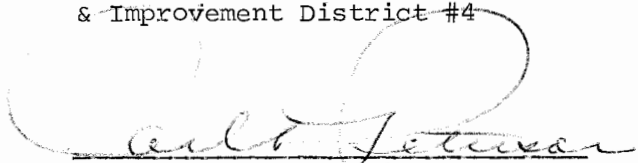
Bond issue in question with a small cushion left of about \$20,000.

H. L. Ward made a motion for the Engineers to start preliminary paper work on the Bond Issue. Andy Dallas seconded it. Motion carried.

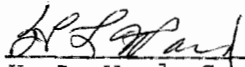
Fiscal agent and Engineer's contract will be brought up next meeting.

There being no further business to come before the Board, upon motion duly made and seconded, meeting was adjourned at 9:15 P.M.

Nueces County Water Control
& Improvement District #4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

MINUTES OF
REGULAR MEETING

June 13, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 13th day of June, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

VicePresident	Andy Dallas
Secretary	H. L. Ward
Director	Joseph Belcher

Absent:

President	Carl Peterson
Director	Carl Castell

Visitors:

Engineers	Obie Etheridge
	Frank McCaughan
Lawyer	Richard Hatch
Terramar Rep.	Raymond Chilton
Water Supt.	Gail Holman
Manager	Don Roy Farley
Reporter(S. Jetty)	Steve Frishman

Meeting was called to order at 7:05 P.M. with the reading of the minutes of a previous meeting. Minutes were corrected to read that King Ranch tying on to Terramar line requested a 2" water tap. Minutes were approved by a motion by H. L. Ward and seconded by Andy Dallas. Carried.

Andy Dallas made motion to pay outstanding bills. Joseph Belcher seconded it. Carried.

Meeting of T.W.Q.B. concerning Flato's desalinization plant was discussed. This meeting was held at 10:00 A.M. June 13, 1973 in Corpus Christi at the C. C. State Nat'l Bank. Mr. Farley, Mr. Belcher, O. Etheridge, F. McCaughan and Raymond Chilton attended this meeting.

Read letter from Dick Hatch to Brown & Root concerning tying 8" & 20" lines together and easements. Mr. Hatch said Brown & Root indicated the easements would be given.

Letter was read from McCaughan & Etheridge concerning additional land to be obtained at pump station. (Copy Attached)

Bids on surplus equipment received so far were reported to the Board by Mr. Farley: 2 adding machines--\$40.00, 1 Calculator--\$20.00, 1 scriptomatic--\$10.00. H. L. Ward made motion to accept the above bids. Andy Dallas seconded it. Motion carried.

Mr. Chilton proposed a deal to help the District obtain the financing that the District needs over and above the Bond Issue in question, to improve the system enough to get water down to the Terramar property. Mr. Etheridge thought the Water Rights Commission would oppose. Nothing was decided. The Board agreed to think about it. Mr. Hatch requested the presence of Mr. Janecek at the meeting to discuss this matter.

McCaughan & Etheridge's contract was gone over. Mr. Etheridge explained the contract to the Board members.

Raymond Chilton made a suggestion to get started on the project of bringing Bayside II into the District. Mr. Farley is to contact Janecek and see if he can attend a special meeting next Wednesday, June 20th at 7:00 P.M.

Mr. Piper's easment was discussed. The ultimatum was issued to him for the District to buy easement for \$10,000 or they would condemn property. Terramar will re-imburse District for any monetary amount due from condemnation suit. H. L. Ward made a motion authorizing Richard Hatch to start condemnation plans to acquire Piper easement by eminent domain proceedings if necessary. Andy Dallas seconded it. Motion carried.

Joseph Belcher made motion to authorize Carl Peterson to execute the lease agreement showing the City of Port Aransas as lessee and the District as the lessor for lots # 6,7,8,9 and 10 ~~and the District as the lessor for lots~~ of Block #64 for the amount of \$50.00 for 50 years, ~~to be used as~~. Also authorizing Carl Peterson to sign the lease agreement showing the District as the lessor and the City as the leasee of lots # 6,7,8,9 and 10 of Block # 64 for ten (10) years, ending June 14, 1979 for the total consideration of \$6.00. This lease is to replace prior lease which is terminated.

Frank McCaughan presented proposed plans for improvement to the District to be done on the pending Bond Issue. Copy attached and becomes permanent part of these minutes. This also includes enlarging lines to pump station from San Pat District and enlarging pump station.

Pros and Cons of the above proposals were discussed. Some things could be deleted.

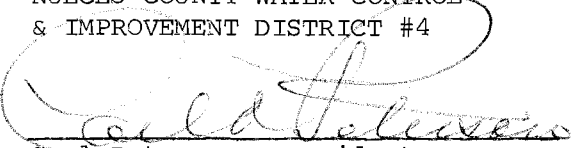
Mr. Farley requested Andy Dallas to report water used for flushing hydrants and fires. Andy Dallas agreed.

Mr. Farley presented a price of \$60.00 to clean carpet in office by Steam-o-matic. H. L. Ward made motion. Joseph Belcher seconded and motion carried.


Road patching was discussed. Mr. Farley quoted prices for labor, materials, & machinery from Island Construction. No decision was made.

There being no further business to come before the board, upon motion duly made and seconded, meeting was adjourned at 9:30 P.M.

NUECES COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT #4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

MCCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

June 6, 1973



Port Commissioners
Nueces County Navigation District
Corpus Christi, Texas

Gentlemen:

The Nueces County Water Control & Improvement District No. 4, which supplies water to Port Aransas, is in need of additional land adjacent to their present ground storage and pump plant site on Port Street. This present site was obtained on a lease or easement arrangement partially from the Navigation District and partially from Nueces County.

We have been authorized by the Water District to try to secure additional land so that plans can be made for improvements to the system, principally additional ground storage and eventually a new pump station.

The land immediately east of the Water District site is State Highway Department property, and the Navigation District owns a 300-foot wide strip adjacent to the west side.

The matter of obtaining additional land for the future ground storage and pumping plant has been discussed with Mr. Jamison and Mr. Helpenstell. At the suggestion of Mr. Helpenstell we contacted Mr. Travis Long of the Highway Department regarding the tract of land on the east side of the Water District property. After investigation, Mr. Long stated that he could not recommend to the Highway Commission that they give up any of this land since there was a very good possibility that it would be needed in the not too distant future.

After discussing the matter further with Mr. Helpenstell he suggested that we make a request direct to the Navigation Commission, for land out of its tract.

As a result of the above Nueces County Water Control & Improvement District No. 4 we are therefore requesting that a portion of the 300-foot wide tract owned by the Navigation District be made available to the Water

District for future improvements. Conveyance would be by sale, lease, or easement. The exact size of land required for the ultimate improvements cannot be definitely determined at this time, however, a tract 150 feet wide by about 330' deep would be sufficient for foreseeable needs. In addition, and as a separate request, a 15-foot wide easement is needed for a water line connection from the end of an existing 20" water line under the ship channel to an existing 8" line. This 8" line was until recently a supply line to Port Aransas but the portion under the ship channel has been removed recently to allow for the deepening of the channel.

The accompanying plat (No. 6681-A) shows the properties involved, the existing water lines, and the proposed 150-foot wide tract together with the proposed 15-foot wide easement.

We hope that the Commission will be able to act favorably upon this request so that planning for the future improvements can proceed. If agreeable in principle, please let us know your preference on manner of conveyance and consideration if any which will be required. We hope you will take into consideration the position of the Water District as a public body and the importance of its services to the port area.

Sincerely yours,

McCAUGHAN & ETHERIDGE

By *F. A. McCaughan*
F. A. McCaughan, P. E.

FAM:ink
enc.

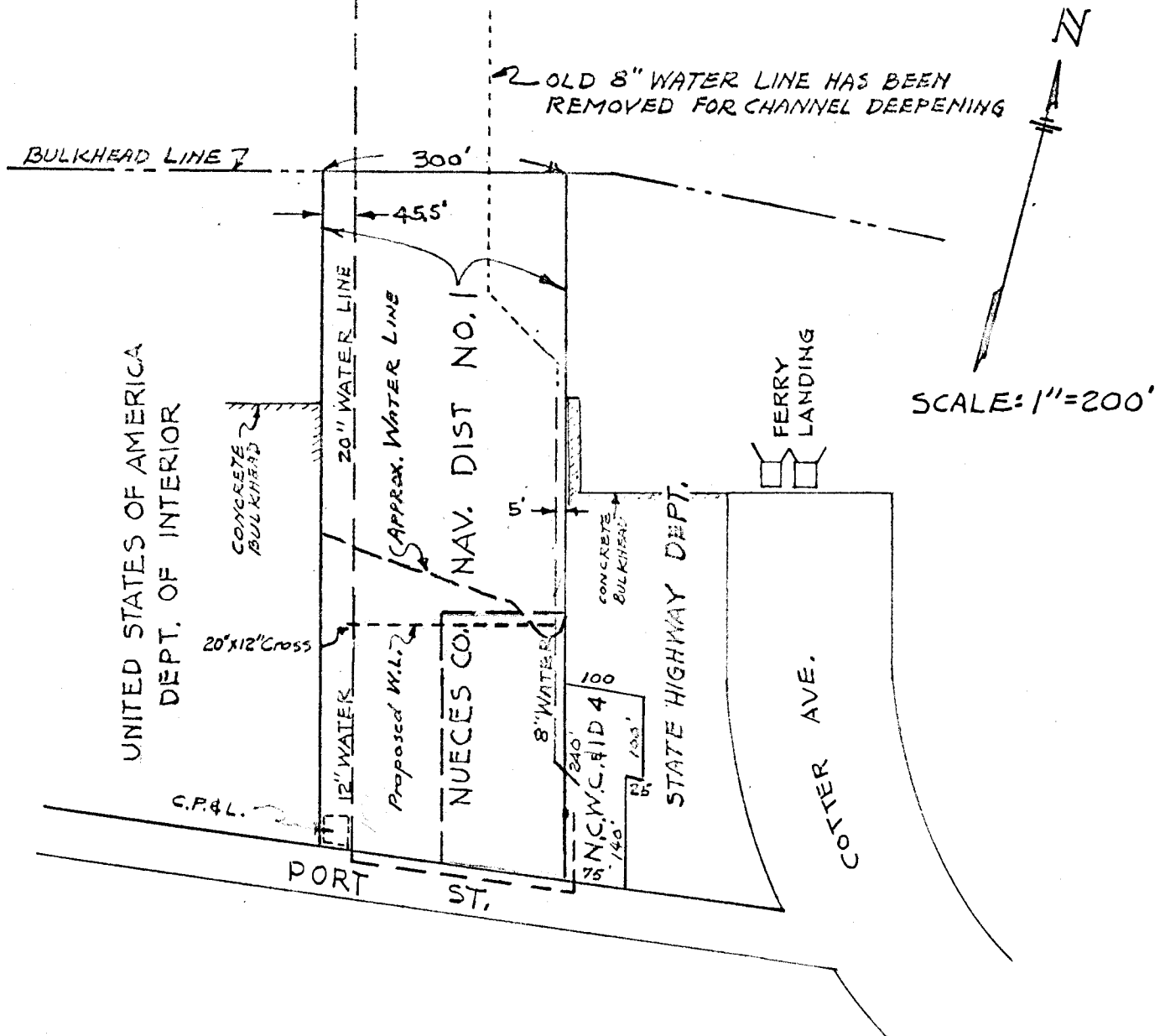
cc: NCWC&ID #4 w/enc.

Mr. J. F. Jamison, Jr. w/enc.

Mr. W. D. Helpenstell w/enc.

Mr. Dick Hatch w/enc.

CORPUS CHRISTI SHIP CHANNEL



PLAT SHOWING
 REQUESTED EASEMENT FOR
 FUTURE WATER IMPROVEMENTS
 NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4
 PORT ARANSAS, TEXAS
 McCAUGHAN & ETHERIDGE - ENGINEERS
 JUNE 4, 1973

NO. 6681

PORT ARANSAS, TEXAS

SUMMARY OF WATER IMPROVEMENTS
ESTIMATED COSTS

1.	20" Water Line Pump Plant to Elevated Tank	\$143,000
2.	12" Connections on Harbor Island and at the P.A. Pump Plant	5,700
3.	6" Line in 11th St., Sand Castle to Anchor Village	4,200
4.	6" Line in Trojan St., Avenue B to Avenue G	9,300
5.	6" Line in Avenue B, Station St. to 11th St.	3,300
6.	6" Line in Avenue C, 11th St. to 12th St.	3,700
7.	4" Line in Palm Drive, 11th St. to end of 2" pipe	1,350
8.	4" Line in Ave. B, 11th St. to 12th St.	2,500
9.	Line in Beach St. and University Property, Alister to Channel View (10" and 8" Pipe)	29,600
10.	6" Line in Oakes St., Alister to Brumley	8,500
11.	6" Line in Oleander St., Oakes to Cotter	4,650
12.	4" Line in Church St., Roberts to 300' S. of Beach	2,200
		<u>\$218,000</u>
	Material	12,000
	Contract agencies	20,000
		<u>\$250,000</u>
	Enlargement of Pump Plant	22,000
	Supply Line from San Pat Line to Ground Storage Tanks in Aransas Pass:	
	Using 12" Steel Pipe	63,000
	Using 12" A.C. Pipe (Alternate)	42,000

THE STATE OF TEXAS §

COUNTY OF NUECES §

THIS AGREEMENT OF LEASE, made and entered into on this day by and between NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4, of Port Aransas, Nueces County, Texas, hereinafter known as Lessor, and THE CITY OF PORT ARANSAS, Port Aransas, Nueces County, Texas, hereinafter known as Lessee;

W I T N E S S E T H:

That the said Lessor does by these presents lease and demise unto the said Lessee the following described property lying and being situated in or near the City of Port Aransas, Nueces County, Texas, and more particularly described as follows, to-wit:

All of Lots 6, 7, 8, 9 and 10, Block 64, Subdivision "C", Mustang Island, Nueces County, Texas, together with all improvements thereon situated, if any, as shown by map of plat recorded in the office of the County Clerk, Nueces County, Texas.

I.

This Lease shall be for a period beginning April 24, 1973, and ending June 14, 1979. Additionally, Lessee shall have the option to renew this Lease upon the same terms and conditions as set forth herein for an additional ten (10) year period commencing on the day following the date of expiration of this Lease. In addition thereto, provided said ten (10) year option is exercised, Lessee shall have the additional right to extend said ten (10) year option for an additional ten (10) year period. In the event Lessee desires to exercise either of the ten (10) year options, it shall mail written notice of its election to exercise said ten (10) year options to Lessor at its usual place of business anytime prior to the expiration of this Lease or any extension thereof pursuant to the option granted herein.

II.

The total consideration to be paid for this Lease shall be the sum of Six and no/100 (\$6.00) Dollars, the receipt of which

is hereby acknowledged, upon the conditions and covenants herein-after mentioned. If Lessee decides to exercise the option mentioned hereinabove, the consideration to be paid shall be the sum of Ten and no/100 (\$10.00) Dollars, which sum shall be paid on the day following the date of expiration of this Lease, and the consideration for any extension of said ten (10) year period shall be the same.

III.

Lessee will clear all debris from such leased premises and will level off and maintain such lots all at its own expense during the term of this Lease.

IV.

Lessee shall utilize the leased premises only for City purposes during the term of this Lease and shall comply and fulfill all of the ordinances of the City of Port Aransas, Nueces County, Texas, and statutes of the State of Texas applicable to said premises.

IN TESTIMONY WHEREOF, the Parties hereto have set their hands in multiple originals, any copy of which shall constitute an original for all purposes, this the _____ day of May, 1973.

NUECES COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 4

By _____
PRESIDENT

ATTEST:

SECRETARY

CITY OF PORT ARANSAS

By _____
MAYOR

ATTEST:

Mrs. Natalia Smith

CITY SECRETARY

THE STATE OF TEXAS §

COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared CARL PETERSON, President of the Nueces County Water Control and Improvement District No. 4, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of May, 1973.

Notary Public in and for
Nueces County, Texas

THE STATE OF TEXAS §

COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared BARNEY FARLEY, JR., Mayor of the City of Port Aransas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of May, 1973.

Notary Public in and for
Nueces County, Texas

MINUTES OF
REGULAR MEETING

May 23, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 23rd day of May, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Joseph Belcher
Director	Carl Castell

Absent:

President	Carl Peterson
-----------	---------------

Visitors:

Engineers	Obie Ehteridge
	Frank McCaughan
Lawyer	Dick Hatch
Manager	Don Roy Farley
Water Supt.	Gail Holman
Larry Farley	Citizen
Raymond Chilton	Terramar

Meeting was called to order at 7:00 P. M. with the reading of the minutes of the previous meeting. Minutes were approved.

Larry Farley asked the Board to assist him in his septic tank trouble and lay sewer lines on Ave. C. Rear. All the lots on this street have been sold. This development was developed by Mr. Gaskins. H. L. Ward made a motion to lay sewer lines on Ave. C. Rear at the District's expense with just the price of a sewer tap for those residents to tie on. J. Belcher seconded it. Motion carried.

The subject of sewer lines on the extension of Whispering Sands was discussed but since the street is not dedicated the Board said the developer should lay the lines.

Raymond Chilton from Terramar took the floor on three subjects;

1. The bringing in of more property by Terramar.
2. 45 Acres of land beyond the tower for a ? Park and wants to use right-of-way of the road leading to tower as entrance to the park.
3. King ranch wants to tie on to our lines going to Terramar.

Each Board member was given a drawing concerning what Mr. Chilton was asking for. The Board had a long discussion over this with Mr. Etheridge giving some pointers. Since Mr. McCaughan and Mr. Ehteridge found fault with the papers. Mr. Chilton agreed to draw them up again and present the corrected drawing to the Board. H. L. Ward made a motion to allow King Ranch to tie on to Terramar lines when laid, subject to approval on the part of the District and Terramar. Seconded by A. Dallas. Motion carried.

Mr. Chilton presented plans to bring into the District more land, known as Bayside II, 403 acres.

Mr. Etheridge asked Mr. Chilton to help defray the cost of laying the line from the ferry land pump station to the tower but Mr. Chilton said because Terramar had laid larger lines to that property than what was actually needed, the answer was no. A long discussion followed. No decisions were made.

Easements to lay line to Terramar were discussed.

Hunter-----will give.
Voltz-----in process
City-----Charlie Zahn said City will sign.
Piper-----Will sign and send it in for the District's
benefit. Deadline Friday then Terramar will
ask him again.

Letter from Brown and Root, Inc. concerning tying our lines together on Harbor Island. They will grant request if all things are worked out. (Copy attached)

Easement from Navigation District was discussed. No one had a definite answer from them. Mr. Hatch and Mr. McCaughan will pay another visit to the Navigation District.

Letters from Engineer was read that two copies of as built plans are at the District now. Open for inspection.

Sewer plant final payment inspection by E. P. A. & T.W.Q.B. was made yesterday and everything okay.

Letter from Kingfisher Marine, along with bill for removing 8" line under channel. (Copy attached)

Letter from Engineer concerning Sand Castle, on accepting water & sewer lines, after passing standard test. (Copy attached)

Letter from City along those same lines concerning street repairs. (Copy attached)

Mr. Farley gave report on the mineral tax Equalization Board meeting.

Letter from Richard Magee, to be signed by two Board members to appoint him tax assessor again. (Copy attached)

Letter concerning water supply to Port Aransas from City of Corpus Christi was read. (Copy attached)

Sewer plant final payment inspection by

Andy Dallas made a motion for Thomas Y. Pickett to continue as evaluation for minerals. H. L. Ward seconded. Motion carried.

Subject of Bond issue came up to lay 20" line from pump station to tower was discussed. A tentative date of August 25th was set. Deciding date will be the last meeting in June. At this time the amount and disbursements will be specified.

The subject of Nona Sherrill's salary was discussed. Mr. Farley recommended a raise be given. Andy Dallas made motion to give raise up to the amount of \$100.00 less than the senior office secretary, which will be \$396.13. Carl Castell seconded. Carried.

Mr. Farley directed to obtain advice on insurance.

MCCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

May 18, 1973



Mr. Don Roy Farley, Manager
Nueces County Water Control &
Improvement District No. 4
P. O. Box 128
Port Aransas, Texas 78373

Re: Sand Castle Subdivision

Dear Mr. Farley:

On the basis of the reports you have given us on the leakage tests of the water lines and sewer lines constructed in Sand Castle Subdivision, and of your periodic inspections, and from our observation of the work from time to time, we recommend that the District accept the work as complete. On acceptance these lines become the property and responsibility of the District.

Very truly yours,

MCCAUGHAN & ETHERIDGE

By Obie L. Etheridge
Obie L. Etheridge, P.E.

OLE:ink

(1)

Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001



May 21, 1973

Mr. Richard D. Hatch
Attorney and Counselor at Law
P. O. Box 1206
Aransas Pass, Texas

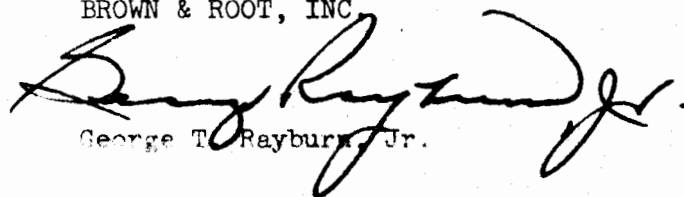
Dear Mr. Hatch:

This refers to your letter of May 5, 1973, pertaining to a proposed water line easement requested by the Nueces County Water Control and Improvement District No. 4 on Brown & Root, Inc. property at Harbor Island. It is our understanding that the need for this 15 ft. wide by 165 ft. long easement results from Corps of Engineers activities in deepening the Corpus Christi Ship Channel which in turn necessitates the abandonment of a water line across the channel.

Subject to the working out of mutually agreeable terms and conditions, Brown & Root will not object to granting the request. We suggest that you prepare a draft of the appropriate document and send it to the attention of the undersigned.

Very truly yours,

BROWN & ROOT, INC.


George T. Rayburn, Jr.



P. O. BOX 106
PORT LAVACA, TEXAS
PHONE 512 552-6751

KING FISHER MARINE SERVICE, INC.
DREDGING MARINE CONSTRUCTION

May 14, 1973

Nueces County Water Control and Improvement District No. IV
P. O. Box 128
Port Aransas, Texas 78273

Attention: Mr. Don Farley

Dear Mr. Farley:

This is to let you know that we have completed taking out the eight inch water line for the Nueces Water District No. IV, General Telephone Company cable, and eight inch pipeline for the Antelope Oil Corporation as per our contract.

This work was done across the Corpus Christi Ship Channel at Port Aransas, Texas.

The work was completed May 11, 1973.

We checked the bottom of the Corpus Christi Ship Channel and the bottom was not disturbed as we pulled the pipes and cable out of the sand and did no jetting or digging.

If any further information is needed, please call.

Yours truly,

KING FISHER MARINE SERVICE, INC.

Waymon Boyd
Vice President

WB:dk





KINGFISHER MARINE SERVICE, INC.
DREDGING MARINE CONSTRUCTION
P.O. BOX 188 103
PORT LAVACA, TEXAS 77979

TO NUECES COUNTY WATER CONTROL AND IMPROVEMENT
DISTRICT NUMBER 4
Attention: Mr. Don Farley
Box 128
Port Aransas, Texas 78373

INVOICE NO. 5102

JOB NO. 960

DATE May 15 1983

DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
	Taking out two each 8-inch waterlines and one telephone cable that crosses the Corpus Christi Ship Channel, West of Port Aransas Ferry landing.			
	Lump Sum Price as agreed:	\$49,700.00		\$49,700.00

NCWC&ID#4	1/3 of cost	\$ 16,566.68
Antelope Oil Corp.	1/3 of cost	16,566.66
General Telephone Co.	1/3 of cost	16,566.66
		<u>\$ 49,700.00</u>

The Nueces County Water Control & Improvement District #4 will accept payments from Antelope Oil Corp. and General Telephone Co., together with the District's payment and forward total sum to Kingfisher Marine Service, Inc.

Enclosed please find copy of Kingfisher Marine Service, Inc. letter to Corps of Engineers.

Sincerely,

Don Roy Farley
Don Roy Farley, Manager
Nueces County Water Control &
Improvement District #4



CITY OF PORT ARANSAS

P. O. Box 397

Port Aransas, Texas 78373

May 22, 1973

King & Mansheim Company, Inc.
P.O. Box 7216
Corpus Christi, Texas 78415

Gentlemen:

Alderman Hoover with the City Council of the City of Port Aransas inspected the street (Sand Castle Drive) and found it to be satisfactorily repaired.

Sincerely,

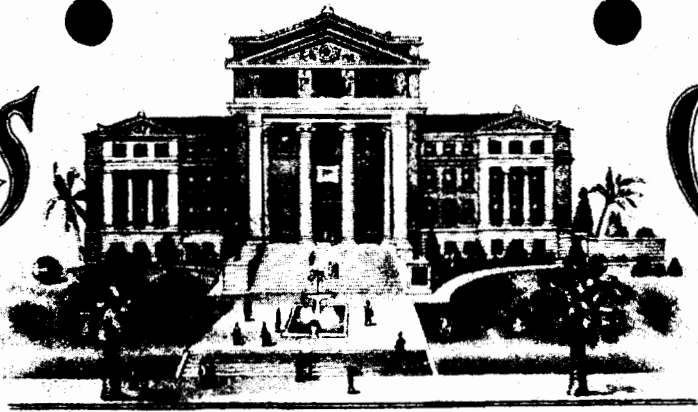
A handwritten signature in cursive script, appearing to read "Al Hoover".

City of Port Aransas

cc:

Nueces County Water District #4

NUECES



COUNTY

OFFICE OF
RICHARD D. MAGEE
TAX ASSESSOR-COLLECTOR



May 15, 1973

Mrs Letha Manchen
Tax Assessor Collector
Nueces Co Water Control & Imp. Dist #4
Box 128
Port Aransas, Texas 78373



Dear Mrs Manchen;

Enclosed please find a letter, which when properly executed, will be my authority to proceed with the collection of taxes for your Water Control & Improvement District #4 for the year 1973.

It will be necessary that this form be signed by two members of your Board and returned to this office within the next twenty days.

Very truly yours,

Richard D Magee
Tax Assessor Collector
Nueces County, Texas

RDM/ap
enc.

CITY OF CORPUS CHRISTI, TEXAS



MAYOR

NONNIE SIZEMORE

CITY COUNCIL

CHARLES A. BONNIWELL

MAYOR PRO TEM

ROBERTO BOSQUEZ, M.D.

REV. HAROLD T. BRANCH

THOMAS V. GONZALES

GABE LOZANO, SR.

J. HOWARD STARK

CITY MANAGER

R. MARVIN TOWNSEND

CITY SECRETARY

T. RAY KRING

CITY OFFICES

302 SOUTH SHORELINE

POST OFFICE BOX 9277

PHONE (512) 684-3011

ZIP CODE 78406

May 15, 1973



Mr. Frank McCaughan, P.E.
McCaughan & Etheridge
Consulting Engineers
320 Wilson Building
Corpus Christi, Texas 78401

Dear Frank:

Your request for information concerning the possibility of providing water in Nueces County Water Control and Improvement District No. 4 has been long delayed because it is a difficult question to really answer adequately.

We have, during the past two years, attempted to interest land owners and developers between the south end of Mustang Island and Port Aransas in extending water service from the lower end of the Island. We feel that it will be necessary that the system be looped if the Island is to be served with an adequate and dependable source of fresh water. Due to the high cost involved in crossing the Laguna Madre as well as the cost of a large transmission main down the Island, little interest has been developed. An additional complication has been added by the new State Park located on Mustang Island. Whenever a water main is extended, that portion of the main adjoining the Park property will probably have to be subsidized by the developers of other properties. Although the State will want water to their property, I doubt they will be interested in providing the size main that will be necessary to carry water on past their property to serve commercial interests and to connect to the main with the Water District's system.

Presently we have a contract with Padre Island Investment Corporation that requires them to set aside in annual payments \$480.00 per lot, or \$1,200.00 per acre if it is commercial property, for a future crossing of the Laguna Madre. These funds are paid to the City annually. The funds are kept in a separate account so that the City will be in position to provide an additional water supply in future years. The cost of the transmission main down the Island should be a cooperative venture between developers, the State Park Board, and the Water District. Until a real need exists, it is doubtful that this type of cooperative effort can be realized.

Mr. Frank McCaughan

-2-

May 15, 1973

The City would be most interested in pursuing the matter with the Water District and with other potential users at any time. If we can be of further assistance, please let us know.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "R. E. Schneider", with a large, stylized initial "R" and a long, sweeping underline.

Robert E. Schneider
Director of Public Utilities

RES jc

cc: R. Marvin Townsend
Atlee Cunningham

MINUTES OF
REGULAR MEETING

May 9, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 9th day of May, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell

Absent:

President	Carl Peterson
Director	Joseph Belcher

Visitors:

Manager	Don Roy Farley
---------	----------------

Meeting was called to order at 7:07 P.M. with the reading of the minutes of the previous meetings. Carl Castell made motion to accept both minutes as read. H. L. Ward seconded the motion. Carried unanimously.

Sewer line extensions for Whispering Sands and Ave. C Rear were discussed but was tabled because of absence of Board members.

Letter from Board of Parks Commissioners thanking us for our help. (copy attached)

Letter from Cole Insurance Agency concerning the dropping of insurance on buildings at the sewer plant site. (Copy attached) Tabled until more Board members are present.

A reminder from the Engineers concerning an improvement on the water supply lines was discussed and since most easements have been obtained the possibility of a bond issue was discussed. A tentative date of late August or early September was set but will be discussed further at a later meeting.

Letter from Texas State Dept. of Health was read (Copy attached).

Letter from District Engineer's was read concerning water and sewer lines to Terramar. The Engineers will be invited over to explain the details for us. Mr. Farley will contact McCaughan & Etheridge about attending the next meeting.

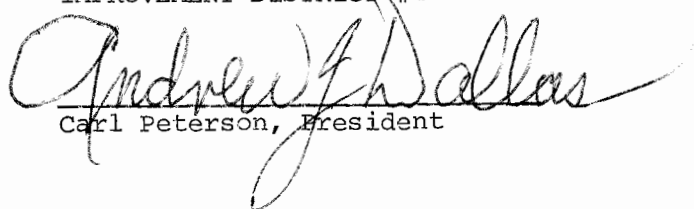
Letter from Pittsburg Paint & Tower Co. concerning the ladder on the tank was read. Tabled until further meetings.

Lease agreement for adjacent land at sewer plant was signed by the school.

Letter from Metropolitan Ins. was read saying our new Insurance rate was accepted. (Copy attached).

There being no further business to come before the board, upon motion duly made and seconded, meeting was adjourned at 8:00 P.M.

NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT #4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary



BOARD of PARK COMMISSIONERS NUECES COUNTY, TEXAS

10901 SOUTH PADRE ISLAND DRIVE • CORPUS CHRISTI, TEXAS 78418 - 933-8121

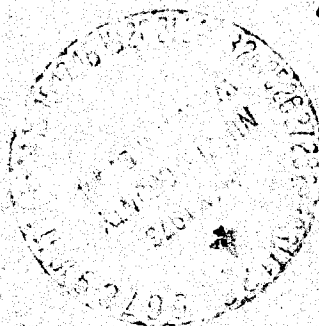
COUNTY JUDGE
ROBERT N. BARNES

COUNTY COMMISSIONERS

PRECINCT 1
WILLIAM MCKENZIE
PRECINCT 2
DARL BLUNTZER
PRECINCT 3
SOLOMON ORTIZ
PRECINCT 4
JOHN A (JOHNNY) ROBERTS

PARK COMMISSIONERS

CHAIRMAN
J. C. BARR
VICE CHAIRMAN
FRANK S. ADAMS
SECRETARY-TREASURER
GEORGE HANEY
FRED PEREZ
J. R. (JAKE) EUSBY
JOSE ORLA
WILLIAM R. ANDER
EXECUTIVE SECRETARY
ROBERT G. BOULFINK
DIRECTOR, PARKS & RECREATION
DONALD F. TUMMINIA



April 30, 1973
DFT - 338

Mr. Don Roy Farley
Port Aransas Water Control Dist. #1
Box 128
Port Aransas, Texas 78373

Dear Mr. Farley:

I was told by our maintenance foreman, Jim White, how you and Mr. Nolano helped him when a 4" water line went out in Port Aransas Park on the 14th and 15th of April.

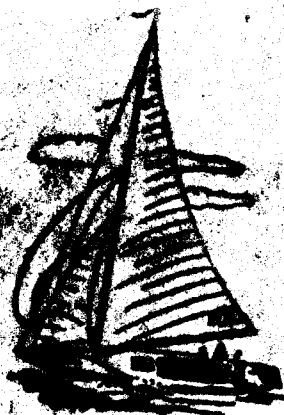
I understand you lent Jim a pump on the 14th and then personally went down to the job site on the 15th to aid with some helpful suggestions.

I would like to say thanks in behalf of our department for your fine co-operation in this matter, if we can be of help to you some time please feel free to call on us.

Sincerely,

Donald F. Tumminia
Donald F. Tumminia

DFT:cm



Cole Insurance Agency

WE'RE LATER THAN YOU THINK

Fire - Marine - Automobile - Life - Hospitalization

Real Estate

637 SO. COMMERCIAL

Aransas Pass, Texas

April 13, 1973

Nueces County Water District # 4
P.O. Box 507
Port Aransas, Texas 78373

Att: Mr Don Roy Farley

At your request we have left off the insurance on the sewage plant, the chlorine building, and also the little frame building at the sewage disposal site. These were items seven, eight, and nine on your old policy schedule.

I would like to point out that these items are not subject to the fire hazards, but under the coverage we are leaving off, you were covered for extended coverage which includes the hazards, wind-storm, Hurricane, Hail, explosion, Riot, Civil Commotion, Smoke, Air craft, and Land Vehicles which might cause you to considerable loss.

I would also like to point out that the blowers that were transferred to the new building are not covered at this time.

If you would like to discuss these coverages in the future please let me know and I will take care of them for you.

Sincerely

COLE INSURANCE AGENCY, INC.

Lena Cole
Lena Cole

Personal Health Insurance
Employee Benefit Plans Division



Metropolitan Life

Regional Service Center
12902 East 51 Street
P.O. Box 500
Tulsa, Oklahoma 74102

5-2-73

NUECES COUNTY WATER CONTROL
ED #4
315 SOUTH 9TH PO BOX 128
PORT ARKANSAS, TEXAS 78373

Re 092616 E.B.P.

New Coverage Effective 5-1-73

Gentlemen

We are pleased to inform you that the requested change in your Employee Benefit Plan has been approved.

Please continue to pay the premium on the current basis until the effective date of the new coverage, indicated above.

It will take a short time to prepare the new policies. However, you may assure participating employees that their policies will be delivered soon. Any required restriction in the coverage applied for will be explained to you by our local representative.

Thank you for your cooperation. We look forward to serving you and your employees under this revised program.

Yours truly

J. R. Vogel
Underwriting and Issue Manager
Personal Health Insurance
Employee Benefit Plans Division

There being no further business to come before the board, upon motion duly made and seconded, meeting was adjourned.

Nueces County Water Control
& Improvement District #4

Andrew J Dallas
Carl Peterson, President

ATTEST:

H. L. Ward
H. L. Ward, Secretary

MINUTES OF
SPECIAL MEETING
MAY 2, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 2nd day of May, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a special meeting at the regular meeting place thereof, there being present and in attendance the following members to-wit:

Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher

Absent:
President Carl Peterson

Visitors:

Manager	Don Roy Farley
Lawyer	Dick Hatch

Meeting was called to order at 7:10 P. M. Purpose of this meeting is the working over of the old sewer plant before the season is in full swing.

Andy Dallas made a motion to borrow the funds to pay for repairs on the old plant. H. L. Ward seconded it. Motion was carried.

Resolution to that effect was passed and a copy of said resolution is attached and become a permanent part of these minutes. (Carl Castell made a motion to adopt a resolution to borrow \$18,500.00 from the bank to pay Kingfisher Marine for the removal of lines under the channel)

There being no further business to come before the Board, upon motion duly made and seconded, meeting was adjourned at 7:32 P.M.

Nueces County Water Control &
Improvement District #4

Andy Dallas
Carl Peterson, President

ATTEST:

H. L. Ward
H. L. Ward, Secretary

RICHARD D. HATCH
Attorney and Counselor at Law
P. O. Box 1206
ARANSAS PASS, TEXAS

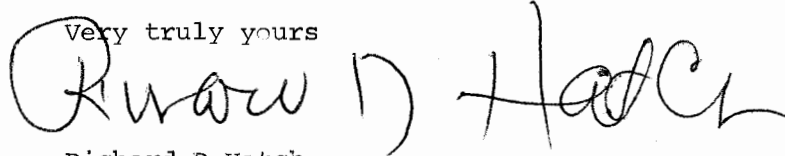
May 2, 1973

Mr. W. L. Smith
President
Island State Bank
Port Aransas, Texas

Dear Mr. Smith:

I attach to the resolution of the Board of Directors of the Nueces County Water Control and Improvement District No. 4 dated May 2, 1973 this letter to certify that I have examined the proceedings of the meeting at which the resolution was adopted authorizing the borrowing of money not to exceed \$18,500.00 from your bank for the purpose of obtaining funds with which to pay the firm of King Fisher Marine Services, Inc for work done for the district and that the resolution was duly adopted and is in full force and effect. I have been assured that there are funds now on hand or funds which will become available during the current fiscal year which ends September 30, 1973 to enable payment in full of all funds borrowed from the bank pursuant to the resolution. I know of no reason why the bank should not proceed to loan the money to the district.

Very truly yours

A handwritten signature in dark ink, appearing to read "Richard D. Hatch", written over a circular stamp or mark.

Richard D Hatch

RESOLUTION AUTHORIZING EMERGENCY REPAIRS TO
THE OLD SEWAGE TREATMENT PLANT

On this, the 1st day of May, 1973, the Board of Directors
of Nueces County Water Control and Improvement District No. 4,
convened in session at Port Aransas, Texas, with the following members
present, to-wit:

Carl Peterson	President
Andrew J. Dallas	Vice-President
H. L. Ward	Secretary
Carl Castell	Director
Joseph Belcher	Director

with the following absent: Carl Peterson

when the following business was transacted, to-wit:

The President of the Board called the meeting to order, declared
a quorum present, and that the meeting was duly convened and ready to
transact business.

Whereupon, ^{Andrew J Dallas}~~Carl Peterson~~ presented for the consideration of the
Board a resolution and made a motion that it be adopted. The motion was
seconded by H. L. Ward. The resolution was read in full by the
Secretary. The motion, carrying with it the adoption of the resolution
prevailed by the following vote:

AYES: Messrs. ~~Peterson~~, Dallas, Ward, Castell and Belcher.

NOES: None

The President announced that the resolution had been adopted. The
resolution as adopted, is as follows:

WHEREAS, the old sewage treatment plant which was constructed about ten years ago is out of operation and is in need of emergency repairs as the new plant is overloaded, and representatives of the Texas Water Quality Board have requested that the old plant be placed back in operation at the earliest possible date so as to meet state minimum standards for effluent discharge, and the engineers for the district have recommended that Utilities Operations, Inc. of Austin, Texas be authorized to proceed at once to make the necessary emergency repairs; now therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4:

That Carl Peterson on behalf of the district authorize Utilities Operations, Inc. of Austin Texas to proceed at once to make the repairs to the old sewage treatment plant in accordance with its proposal to the district dated April 9, 1973, a copy of which proposal is attached hereto and made a part of this resolution, subject, however, to such additional repairs as found necessary by McCaughan & Etheridge, engineers for the district, Utilities Operations, Inc. to be paid such amount of money found to be due it by McCaughan & Etheridge under said proposal and for such additional work, if any, found necessary by said engineers.

ADOPTED AND APPROVED this the 1st day of May, 1973

Andrew J. Dallas
Vice President, Board of Directors,
Nueces County Water Control and
Improvement District No. 4

ATTEST:

J. L. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District No. 4

J. E. Selcher

McCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

April 25, 1973



Mr. Don Roy Farley
Manager
Nueces County Water Control &
Improvement District No. 4
P. O. Box 128
Port Aransas, Texas

Dear Mr. Farley:

We are sorry not to reply to your letter of April 13th before now but Obie and I both were out of the office for two days last week and the letter got sidetracked. Please accept our apology.

The proposal for making improvements and repairs to the old treatment plant unit, as submitted April 9th by Mr. Chambless appears to be complete and in order. We are not in a very good position to judge the cost of this work for either labor or materials, but we doubt if you could get it done by anyone else any cheaper.

As to the District doing part of the work, we doubt if you would receive very much credit for the work done. There might also be some question as to responsibility in case problems arose later. Perhaps they would agree to some type of deferred payment or monthly payment.

We would recommend that the proposal be accepted, and let Chambless do all of the work, if the finances can be worked out satisfactorily.

It might be a good idea to consult with Dick Hatch regarding the propriety of awarding this without a bidding procedure. Sometimes this is allowed where the work is for repair of equipment by the original manufacturer. Bidding it would require a delay for preparation of plans and spelling out the work in detail. There would be some justification on "emergency" basis, cause of the impending summer load.

One thing that might be done to get around this situation would be to issue purchase orders for each individual item.

Very truly yours,

McCAUGHAN & ETHERIDGE

By

F. A. McCaughan
F. A. McCaughan, P. E.

FAM:ink

UTILITIES OPERATIONS, INC.

P. O. BOX 9952

AUSTIN, TEXAS 78766

PHONE A/C 512 836-1614

April 9, 1973

Nueces County W.C.I.D. No. 4
Post Office Box 128
Port Aransas, Texas 78373

Gentlemen:

We propose to make the following improvements and repairs to the existing Sewage Treatment Plant:

1. Replace braces and floor plates on bridge where needed.
2. Replace bolts in handrail bases.
3. Repair all plug valves with new handles where needed.
4. Replace 3" galvanized air headers on two (2) drops (horizontal lines from main to union), including 1 union.
5. New header supports on top of clarifier for all 8 headers.
6. New U-bolts and supports where needed on air lift pumps.
7. Three new 3" x 1/2" pipe plug reducers to air lift pumps.
8. New 1/2" air piping to air lift pumps.
9. New scum box, skimming arm and boom.
10. New influent box with bar screen.
11. New torque tube complete with thickener on bottom end.
12. New work platform in chloring contact chamber. *(Paul K suggested better set up to check samples)*
13. One air header support in bottom of digester for air piping.
14. Clean and re-install diffusers, adding new where needed.
15. Replace 3" angle stiffener on top of sludge thickener.

UTILITIES OPERATIONS, INC.

P. O. BOX 9952
AUSTIN, TEXAS 78766

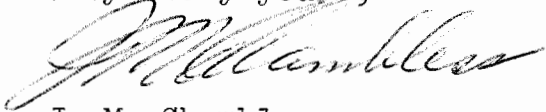
Neuces County W.C.I.D. No. 4
Port Aransas, Texas
Page Two

16. Rewire electric on bridge new solenoids and switch box.
17. Replace all bolts and nuts that are rusted out or missing.
18. New effluent drop box in chlorine contact chamber made of fiberglass. New air drop and chlorine diffuser and pipe.
19. Sandblast and paint all metal inside the structure with epoxy primer and epoxy paint.

All new metal above water line will be hot dipped galvanized, and all bolts, nuts, and washers to be cadmium plated.

Utilities Operations, Inc., agrees to furnish material and labor for the sum of \$9,780.00.

Very truly yours,



J. M. Chambless
President

jmc/bal

RESOLUTION AUTHORIZING EMERGENCY REPAIRS TO
THE OLD SEWAGE TREATMENT PLANT

On this, the 1st day of May, 1973, the Board of Directors
of Nueces County Water Control and Improvement District No. 4,
convened in session at Port Aransas, Texas, with the following members
present, to-wit:

Carl Peterson	President
Andrew J. Dallas	Vice-President
H. L. Ward	Secretary
Carl Castell	Director
Joseph Belcher	Director

with the following absent: Carl Peterson

when the following business was transacted, to-wit:

The President of the Board called the meeting to order, declared
a quorum present, and that the meeting was duly convened and ready to
transact business.

Whereupon, ^{Andrew J. Dallas}~~Carl Peterson~~ presented for the consideration of the
Board a resolution and made a motion that it be adopted. The motion was
seconded by H. L. Ward. The resolution was read in full by the
Secretary. The motion, carrying with it the adoption of the resolution
prevailed by the following vote:

AYES: Messrs. ~~Peterson~~, Dallas, Ward, Castell and Belcher.

NOES: None

The President announced that the resolution had been adopted. The
resolution as adopted, is as follows:

WHEREAS, the old sewage treatment plant which was constructed about ten years ago is out of operation and is in need of emergency repairs as the new plant is overloaded, and representatives of the Texas Water Quality Board have requested that the old plant be placed back in operation at the earliest possible date so as to meet state minimum standards for effluent discharge, and the engineers for the district have recommended that Utilities Operations, Inc. of Austin, Texas be authorized to proceed at once to make the necessary emergency repairs; now therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4:

That Carl Peterson on behalf of the district authorize Utilities Operations, Inc. of Austin Texas to proceed at once to make the repairs to the old sewage treatment plant in accordance with its proposal to the district dated April 9, 1973, a copy of which proposal is attached hereto and made a part of this resolution, subject, however, to such additional repairs as found necessary by McCaughan & Etheridge, engineers for the district, Utilities Operations, Inc. to be paid such amount of money found to be due it by McCaughan & Etheridge under said proposal and for such additional work, if any, found necessary by said engineers.

ADOPTED AND APPROVED this the 1st day of May, 1973

Vice

Andrew J. Dallas
President, Board of Directors,
Nueces County Water Control and
Improvement District No. 4

Carl Castle

J. E. Belcher

ATTEST:

W. L. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District No. 4

McCAUGHAN & ETHERIDGE

CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

April 25, 1973



Mr. Don Roy Farley
Manager
Nueces County Water Control &
Improvement District No. 4
P. O. Box 128
Port Aransas, Texas

Dear Mr. Farley:

We are sorry not to reply to your letter of April 13th before now but Obie and I both were out of the office for two days last week and the letter got sidetracked. Please accept our apology.

The proposal for making improvements and repairs to the old treatment plant unit, as submitted April 9th by Mr. Chambless appears to be complete and in order. We are not in a very good position to judge the cost of this work for either labor or materials, but we doubt if you could get it done by anyone else any cheaper.

As to the District doing part of the work, we doubt if you would receive very much credit for the work done. There might also be some question as to responsibility in case problems arose later. Perhaps they would agree to some type of deferred payment or monthly payment.

We would recommend that the proposal be accepted, and let Chambless do all of the work, if the finances can be worked out satisfactorily.

It might be a good idea to consult with Dick Hatch regarding the propriety of awarding this without a bidding procedure. Sometimes this is allowed where the work is for repair of equipment by the original manufacturer. Bidding it would require a delay for preparation of plans and spelling out the work in detail. There would be some justification on "emergency" basis, cause of the impending summer load.

One thing that might be done to get around this situation would be to issue purchase orders for each individual item.

Very truly yours,

McCAUGHAN & ETHERIDGE

By

A handwritten signature in dark ink, appearing to read "F. A. McCaughan".
F. A. McCaughan, P. E.

UTILITIES OPERATIONS, INC.

P. O. BOX 9952

AUSTIN, TEXAS 78766

PHONE A/C 512 836-1614

April 9, 1973

Nueces County W.C.I.D. No. 4
Post Office Box 128
Port Aransas, Texas 78373

Gentlemen:

We propose to make the following improvements and repairs to the existing Sewage Treatment Plant:

1. Replace braces and floor plates on bridge where needed.
2. Replace bolts in handrail bases.
3. Repair all plug valves with new handles where needed.
4. Replace 3" galvanized air headers on two (2) drops (horizontal lines from main to union), including 1 union.
5. New header supports on top of clarifier for all 8 headers.
6. New U-bolts and supports where needed on air lift pumps.
7. Three new 3" x 1/2" pipe plug reducers to air lift pumps.
8. New 1/2" air piping to air lift pumps.
9. New scum box, skimming arm and boom.
10. New influent box with bar screen.
11. New torque tube complete with thickener on bottom end.
12. New work platform in chloring contact chamber. *(Paul K suggested, better put up to check sample)*
13. One air header support in bottom of digester for air piping.
14. Clean and re-install diffusers, adding new where needed.
15. Replace 3" angle stiffener on top of sludge thickener.

RESOLUTION AUTHORIZING EMERGENCY REPAIRS TO
THE OLD SEWAGE TREATMENT PLANT

On this, the 1st day of May, 1973, the Board of Directors
of Nueces County Water Control and Improvement District No. 4,
convened in session at Port Aransas, Texas, with the following members
present, to-wit:

Carl Peterson	President
Andrew J. Dallas	Vice-President
H. L. Ward	Secretary
Carl Castell	Director
Joseph Belcher	Director

with the following absent: Carl Peterson

when the following business was transacted, to-wit:

The President of the Board called the meeting to order, declared
a quorum present, and that the meeting was duly convened and ready to
transact business.

Whereupon, ^{Andrew J. Dallas}~~Carl Peterson~~ presented for the consideration of the
Board a resolution and made a motion that it be adopted. The motion was
seconded by H. L. Ward. The resolution was read in full by the
Secretary. The motion, carrying with it the adoption of the resolution
prevailed by the following vote:

AYES: Messrs. ~~Peterson~~, Dallas, Ward, Castell and Belcher.

NOES: None

The President announced that the resolution had been adopted. The
resolution as adopted, is as follows:

WHEREAS, the old sewage treatment plant which was constructed about ten years ago is out of operation and is in need of emergency repairs as the new plant is overloaded, and representatives of the Texas Water Quality Board have requested that the old plant be placed back in operation at the earliest possible date so as to meet state minimum standards for effluent discharge, and the engineers for the district have recommended that Utilities Operations, Inc. of Austin, Texas be authorized to proceed at once to make the necessary emergency repairs; now therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4:

That Carl Peterson on behalf of the district authorize Utilities Operations, Inc. of Austin Texas to proceed at once to make the repairs to the old sewage treatment plant in accordance with its proposal to the district dated April 9, 1973, a copy of which proposal is attached hereto and made a part of this resolution, subject, however, to such additional repairs as found necessary by McCaughan & Etheridge, engineers for the district, Utilities Operations, Inc. to be paid such amount of money found to be due it by McCaughan & Etheridge under said proposal and for such additional work, if any, found necessary by said engineers.

ADOPTED AND APPROVED this the 1st day of May 1973

Andrew J. Dallas
Vice President, Board of Directors,
Nueces County Water Control and
Improvement District No. 4

ATTEST:

Bob Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District No. 4

Carl Peterson
J. O. Belcher

McCAUGHAN & ETHERIDGE

CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

April 25, 1973



Mr. Don Roy Farley
Manager
Nueces County Water Control &
Improvement District No. 4
P. O. Box 128
Port Aransas, Texas

Dear Mr. Farley:

We are sorry not to reply to your letter of April 13th before now but Obie and I both were out of the office for two days last week and the letter got sidetracked. Please accept our apology.

The proposal for making improvements and repairs to the old treatment plant unit, as submitted April 9th by Mr. Chambless appears to be complete and in order. We are not in a very good position to judge the cost of this work for either labor or materials, but we doubt if you could get it done by anyone else any cheaper.

As to the District doing part of the work, we doubt if you would receive very much credit for the work done. There might also be some question as to responsibility in case problems arose later. Perhaps they would agree to some type of deferred payment or monthly payment.

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It might be a good idea to consult with Dick Hatch regarding the propriety of awarding this without a bidding procedure. Sometimes this is allowed where the work is for repair of equipment by the original manufacturer. Bidding it would require a delay for preparation of plans and spelling out the work in detail. There would be some justification on "emergency" basis, cause of the impending summer load.

One thing that might be done to get around this situation would be to issue purchase orders for each individual item.

Very truly yours,

McCAUGHAN & ETHERIDGE

By

F. A. McCaughan, P. E.

UTILITIES OPERATIONS, INC.

P. O. BOX 9952

AUSTIN, TEXAS 78766

PHONE A/C 512 836-1614

April 9, 1973

Nueces County W.C.I.D. No. 4
Post Office Box 128
Port Aransas, Texas 78373

Gentlemen:

We propose to make the following improvements and repairs to the existing Sewage Treatment Plant:

1. Replace braces and floor plates on bridge where needed.
2. Replace bolts in handrail bases.
3. Repair all plug valves with new handles where needed.
4. Replace 3" galvanized air headers on two (2) drops (horizontal lines from main to union), including 1 union.
5. New header supports on top of clarifier for all 8 headers.
6. New U-bolts and supports where needed on air lift pumps.
7. Three new 3" x 1/2" pipe plug reducers to air lift pumps.
8. New 1/2" air piping to air lift pumps.
9. New scum box, skimming arm and boom.
10. New influent box with bar screen.
11. New torque tube complete with thickener on bottom end.
12. New work platform in chloring contact chamber. (Paul K suggested, better set up to check sample)
13. One air header support in bottom of digester for air piping.
14. Clean and re-install diffusers, adding new where needed.
15. Replace 3" angle stiffener on top of sludge thickener.

UTILITIES OPERATIONS, INC.

P. O. BOX 9952
AUSTIN, TEXAS 78766

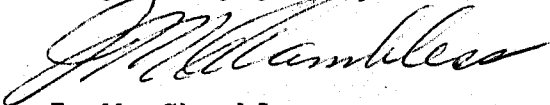
Neuces County W.C.I.D. No. 4
Port Aransas, Texas
Page Two

16. Rewire electric on bridge new solenoids and switch box.
17. Replace all bolts and nuts that are rusted out or missing.
18. New effluent drop box in chlorine contact chamber made of fiberglass. New air drop and chlorine diffuser and pipe.
19. Sandblast and paint all metal inside the structure with epoxy primer and epoxy paint.

All new metal above water line will be hot dipped galvanized, and all bolts, nuts, and washers to be cadmium plated.

Utilities Operations, Inc., agrees to furnish material and labor for the sum of \$9,780.00.

Very truly yours,



J. M. Chambless
President

jmc/bal

MINUTES OF
REGULAR MEETING
APRIL 25, 1973

STATE OF TEXAS

COUNTY OF NUECES

CITY OF PORT ARANSAS

On this the 25th day of April, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher

Visitors:

Manager	Don Roy Farley
---------	----------------

Meeting was called to order at 7:05P.M. with the reading of the minutes of the previous meeting. Motion made by H. L. Ward to accept the minutes as read. Carl Castell seconded it. Motion was carried.

An estimate of \$9,780.00 on the sewer plant repairs to the old unit from Utilities Operations, Inc., was presented. The engineers recommended that the Board hire it done rather than have our men do it. Tabled temporarily.....

The subject of a raise for Dick Hatch came up. Mr. Hatch requested \$150.00 per month. Andy made motion to give Mr. Hatch his raise. H. L. Ward seconded it. Motion carried.

Mr. Farley reported on his visit at the Navigation District to request easements to tie on 8" and 12" lines together. Further reports will follow.

The wind damage insurance was discussed, for all buildings, tanks and contents. The total premium would be \$1,433.00. Tabled until further inquiries can be made from Lena Cole.

Letter from Mrs. Henry Gouger about recording easements.

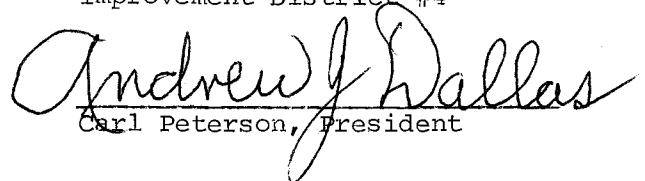
The subject of the boys and weekends and holidays came up. With summer coming on, it is necessary to have a crew available on weekends. It was suggested that the present employees be given a chance to work on weekends. Board agreed and told Mr. Farley to arrange it and see how it works out.

The budget was discussed and gone over. No major purchases till after September 30th.

The source of the money to pay Kingfisher Marine was discussed. Mr. Farley is to invite Janecek down to talk to the Banker, also Mr. Farley will check the finances out.

There being no further business to come before the board, upon motion duly made and seconded, meeting was adjourned at 9:30 P.M.

Nueces County Water Control &
Improvement District #4


Carl Peterson, President

ATTEST:



H. L. Ward, Secretary

MINUTES OF
REGULAR MEETING

April 11, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 11th day of April, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-wit:

	President	Carl Peterson
	Secretary	H. L. Ward
	Vice President	Andy Dallas
Absent:	Director	Joseph Belcher
	Director	Carl Castell
Guest:	Water Supt.	Gail Holman
	Insurance Rep	Ralph Gallagher
	Manager	Don Roy Farley

Meeting was called to order at 7:05 P.M. with the reading of the minutes of the previous meeting. Minutes were approved.

Mr. Gallagher presented a plan for extended coverage for employees with the District picking up the tab for the increase in the premium. H.L. Ward made a motion to approve it. Andy Dallas seconded. Motion carried.

Letter from E. P. A. concerning new federal laws for obtaining permit for wastewater discharge, we have filled it out and sent it in.

The subject of insurance came up. The floater policy was discussed and it was decided not to take the coverage on the backhoe and trailer at a saving of \$114.00 per year.

Easements between Port St. and Ave. G. crossing concerning Dr. Orr's property was discussed. Max Luther is urging Mr. Orr to give easements through there.

Letter from McCaughan & Etheridge was read concerning the increasing demand for water. (Copy attached)


Work order for King Fisher Marine - signed and sealed - for 2-8" steel water lines and 1 telephone cable to be removed was read. Work order is attached and becomes a permanent part of these minutes.

Cactus Utility has completed their work in Shibui Sands. Dennis Dreyer and Roy Turnbull accompanied Don Roy Farley and agreed that the City would send the District a letter accepting the road work.

H. L. Ward made motion to pass resolution authorizing Don Roy Farley to borrow funds from bank to pay contractors until the government pays the 100% request on re-imburement. Andy Dallas seconded the motion. Carried. A copy is attached and becomes a permanent part of these minutes.


There being no further business to come before the board, upon motion duly made and seconded, meeting was adjourned at 8:00 P.M.

Nueces County Water Control
& Improvement District #4



Carl Peterson, President

ATTEST:



H.L. Ward, Secretary

MCCAUGHAN & ETHERIDGE

Civil and Mechanical Engineers

P. O. Wilson Building

Corpus Christi, Texas 78401

November 9, 1972

Nueces County Water Control &
Improvement District No. 4
P. O. Box 128
Port Aransas, Texas 78373

Re: Water Transmission Main to Tank and Pump Station Improvements
(Job 192-PA-16)

Gentlemen:

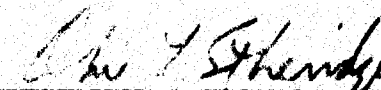
In accordance with the instructions of the Board on November 8, we will not plan to get the 20" transmission main under contract soon. We will continue planning for the improvements to the pump station, which should be done before this summer if possible.

We will probably continue some work on the 20" line on our own, and will probably recommend that the District go ahead with acquisition of easements for it in advance. We will also have a look at your present water lines to see if the addition of some small lines would help you feed the demand a little better in the meantime.

We recommend that the 20" transmission line be installed in time for the 1974 summer season, and that you plan for a bond election accordingly. This will leave you some period for things to settle down. Maybe next summer's peak period would be a good time for it.

Very truly yours,

MCCAUGHAN & ETHERIDGE



Obie L. Etheridge, P.E.

OLL:mk

McCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

File
514
19/10/8

April 6, 1973

Mr. Waymon Boyd
King Fisher Marine Service, Inc.
P. O. Box 108
Port Lavaca, Texas

Re: Removal of Pipe Lines and Telephone Cable from C.C. Ship Channel

Dear Mr. Boyd:

Transmitted herewith are 2 copies of the completed contract documents for the subject project. This is your Work Order to proceed with removal of the lines in accordance with the contract.

Please be sure that you have the necessary clearances from the Corps of Engineers and any other governmental bodies involved.

Very truly yours,

McCAUGHAN & ETHERIDGE

By *Obie L. Etheridge*
Obie L. Etheridge, P.E.

OLE:ink

enc. -2

cc: NCWC&ID #4 w/enc.

Antelope Oil Company w/enc.

General Telephone Company w/enc.

RICHARD D. HATCH
Attorney and Counselor at Law
P. O. Box 1206
ARANSAS PASS, TEXAS

April 20, 1973

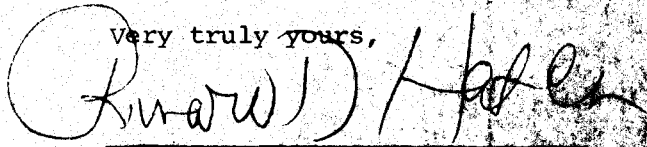
Mr. W. L. Smith
President
Island State Bank
Port Aransas, Texas 78373

Dear Mr. Smith:

I refer to the resolution of the Board of Directors of the Nueces County Water Control and Improvement District No. 4, dated April 11, 1973, a certified copy of which is attached. I have examined the proceeding of the meeting at which the resolution was adopted and it appears the resolution was duly and legally adopted and is in full force and effect. I have been assured that there are funds now on hand or funds which will become available during the current fiscal year which ends September 30, 1973, to enable repayment in full of all funds borrowed pursuant to the resolution.

I know of no reason why the bank should not proceed to loan the money to the district.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Richard D. Hatch", written over a horizontal line.

Richard D. Hatch

RH/ns

A RESOLUTION AUTHORIZING THE BORROWING OF
MONEY FROM THE ISLAND STATE BANK

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NUECES COUNTY WATER
CONTROL AND IMPROVEMENT DISTRICT NO. 4 AS FOLLOWS:

1) That Carl Peterson, as President of the Nueces County Water Control and Improvement District No. 4 borrow from the Island State Bank, Port Aransas, Texas not to exceed \$18,5000.00 in the name of said district, and execute any and all evidences of indebtedness required by said bank, the borrowed money to be deposited in the district's account with said bank, and the money so borrowed be used to pay Kingfisher Marine Serivces, Inc. for work done for the district; the money so borrowed to be repaid by this district out of now available funds and funds to become available during the current fiscal year.

2) A certified copy of this resolution is to be delivered to said bank to evidence the authority of Carl Peterson to borrow the above mentioned amounts.

DULY ADOPTED BY THE BOARD OF DIRECTORS OF THE NUECES COUNTY WATER
CONTROL AND IMPROVEMENT DISTRICT NO. 4 THIS 2ND DAY OF
MAY, 1973.

Andrew J. Dallas
Vice-President

ATTEST:


H. L. Ward
Secetary

A RESOLUTION AUTHORIZING THE BORROWING OF
MONEY FROM THE ISLAND STATE BANK

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NUECES COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 4 AS FOLLOWS:

- 1) That Carl Peterson, as President of the Nueces County Water Control and Improvement District No. 4 borrow from the Island State Bank, Port Aransas, Texas the sum of \$8,500.00 in the name of said district, and execute any and all evidences of indebtedness required by said bank, the \$8,500.00 to be deposited in the district's account with said bank, and the money so borrowed to be used to pay the Loyd W. Richardson Construction Corporation for work done for the district; the money so borrowed to be repaid by this district out of now available funds and funds to become available during the current fiscal year.
- 2) That Carl Peterson, as President of the Nueces County Water Control and Improvement District No. 4 borrow from the Island State Bank, Port Aransas, Texas the sum of \$18,000.00 in the name of said district, and execute any and all evidences of indebtedness required by said bank, the \$18,000.00 to be deposited in the district's account with said bank, and the money so borrowed be used to pay the Cactus Utility Company for work done for the district; the money so borrowed to be repaid by this district out of new available funds and funds to become available during the current fiscal year.
- 3) A certified copy of this resolution is to be delivered to said bank to evidence the authority of Carl Peterson to borrow the above mentioned amounts.

DULY ADOPTED BY THE BOARD OF DIRECTORS OF THE NUECES COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 4 THIS THE 4-11-73 DAY OF APRIL, 1973.


President

ATTEST:


Secretary

MINUTES OF
REGULAR MEETING
MARCH 28, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 28th day of March, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No.4, convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell

Absent:

Jospeh Belcher	Director
----------------	----------

Visitors:

Manager	Don Roy Farley
Water Supt.	Gail Holman

Meeting called to order at 7:00 P.M. with the reading of the minutes of the previous meeting. H. L. Ward made motion to accept the minutes as read. Carl Castell seconded. Motion carried.

Letter was read from McCaughan and Etheridge to Cactus Utility Co. (Copy attached.)

Board of Equilization members were discussed. It was agreed to have the same as City and School.

A Discussion concerning the water deposit on rental property. Carl Castell made a motion to raise the deposit on rent houses to \$25.00. H. L. Ward seconded it. Motion carried.

Contract of removal of 4" line was discussed.

Removal of 8" line was discussed. The Board agreed to award contract to King Fisher Marine Co.

Letter from McCaughan & Etheridge to Terramar was read. (Copy attached) Discussion followed.

Long discussion concerning the purchase of the lots from Jack & Ed Tarrant for easements for the 20" line to the tower. H. L. Ward made a motion to purchase the acre for \$2,000.00. Andy Dallas seconded it.

Ayes: Ward, Dallas, Peterson
Noes: Castell

Letter from McAllen Pipe & Supply concerning the fire hydrants installed at Sand Castle. (Copy attached)

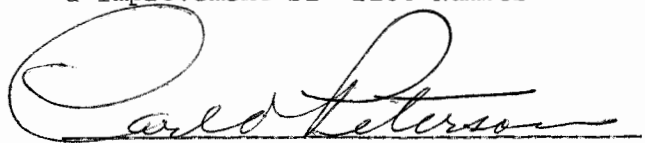
Mr. Farley told the Board about the 3 Fairbanks Morse pumps in the dry well at the old sewer plant. Discussion followed. Mr. Farley is to investigate and see what kind of deal can be made about them.

Preparation for the laying of the 20" line are under way. Provisions for repaying the operating fund were discussed. Nothing settled.

The subject of insurance came up and since no one knew much about insurance, it was decided to invite Mr. Gaddis over to explain it to the Board.


There being no further business to come before the Board, upon motion duly made and seconded, meeting was adjourned at 8:40P.M.

Nueces County Water Control
& Improvement District Number 4



Carl O. Peterson, President

ATTEST:

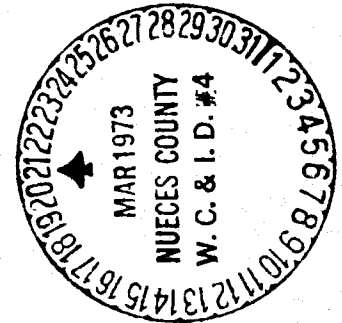


H. L. Ward, Secretary

MCCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

March 20, 1973

Cactus Utility Company
P. O. Box 4228
Corpus Christi, Texas 78408



Re: Sanitary Sewer Laterals, Port Aransas, Texas

Gentlemen:

Regarding the Port Aransas Sewer Lateral project we would like to point out that there is still much to be done on street, driveway and pavement repairs. The District is receiving many complaints from individuals as well as from the City Officials because of the conditions.

We realize that shell was not available in Port Aransas for some time, however, this situation has changed and it is our understanding that there is plenty of shell available now. Some shell was recently added at some of the street crossings which temporarily improved conditions at these locations. No work was being performed today.

We urgently request that you have this work completed at an early date. Time for this project expires March 23rd. We wish to call to your attention paragraph A-12 of your contract regarding failure to complete on time.

Very truly yours,

MCCAUGHAN & ETHERIDGE

By F. A. McCaughan
F. A. McCaughan, P.E.

FAM:ink

cc: Mr. Don Roy Farley,
NCWC&ID #4

MCCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

March 20, 1973

File 186



Terramar Corporation
P. O. Box 896
Corpus Christi, Texas 78403

Re: Mustang Island Secs. 1, 2 and 3

Attn: Mr. Raymond Chilton

Dear Mr. Chilton:

In review of our conference this afternoon, discussing the possibilities for reduction of your construction cost in face of the apparent decision of the Flato interests to not participate in your system:

1. It appears to me that a shortening of the gravity sewers connecting to Lift Station No. 3 could be approved, and the design of the station reviewed. This would slightly lengthen the force main from Lift Station No. 3 to No. 4, but it might be possible to reduce its diameter.
2. We will be happy to review, but without commitment to accept, a restudy of your water supply layout. We are skeptical that the 20-year population could be handled by a smaller line, and would not be very favorable to a suggestion of a future parallel line.
3. The District will look to you to provide facilities reasonably close to the 20-year needs of Sections 1, 2 and 3.
4. Should any staging of this construction be shown to be appropriate, the District will require adequate legal and financial assurance, with the allowance for inflation of costs, that the omitted parts are built when required.
5. The District will probably require that owners of future areas, including Flato, who desire to connect to the District system shall in

Page 2
Terramar Corporation
March 20, 1973

addition to their direct improvements also contribute substantially toward enlargement of the basic system capacity. This was not required for Sections 1, 2, and 3 and represents a distinct concession.

While not discussed, we wonder if you should not make some allowance, in the figures you propose to Flato, that they will have the extra costs for the basic system and will be required to make additional provision for the 20-year population of their area, on top of your figure.

Very truly yours,

McCAUGHAN & ETHERIDGE

By Obie L. Etheridge
Obie L. Etheridge, P.E.

OLE:ink
cc: NCWC&ID #4
Urban Engineering

McALLEN PIPE and SUPPLY CO., Inc.

SALES - SERVICE AND PARTS

PHONE 682-2497 - P. O. BOX 1600 - 100 N. FIRST ST.

McALLEN, TEXAS 78501

CORPUS CHRISTI, TEXAS 78408

MARCH 23, 1973



Mr. Don Roy Farley, Mgr.
Nueces County WCID #4
Box 507
Port Aransas, Texas 78373

Dear Sir:

This is in reference to Fire Hydrants installed in the Sand Castle Sub-division by King-Mansheim Co.

Wish to advise that three Fire Hydrants were required for the job. We shipped two Fire Hydrants one of which has an incorrect Steamer Nozzle. We have ordered for the King-Mansheim Co the correct Fire Hydrant, and will ship to them for their replacement.

We also have on the same order one Fire Hydrant for replacement to the Nueces County WCID #4, borrowed by the Contractor.

These Fire Hydrants are ordered on our Inv. 23622 dated February 7, 1973.

We would suggest your advising Mr. Andy Dallas, Fire Chief, of the incorrect Fire Hydrant installed.

Regretting the error, and trusting this is the information required, we remain,

Yours Very Truly,


R. Rueckle

cc-King-Mansheim Co.

MINUTES OF
REGULAR MEETING
MARCH 14, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 14th day of March, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

	President	Carl Peterson
	Secretary	H. L. Ward
	Director	Carl Castell
	Director	Joseph Belcher
Absent:	Vice President	Andy Dallas
Visitors:		
	Manager	Don Roy Farley
	Water Supt.	Gail Holman
	Dasaco Rep.	Tom Davis
	Engineer	Obie Etheridge

Meeting was called to order, with a visit from Tom Davis (Dasaco) and a progress report on his removal of the CP&L line under the channel.

Minutes of previous meeting were read and approved.

H. L. Ward made a motion to pay the cost of the bond (insurance on 20" line) if not too expensive. Joseph Belcher seconded it. Motion carried.

A discussion of the widening of Ave. G and Cotter Street was held.

Obie Etheridge presented specs on water tank that Terramar has proposed.

H. L. Ward made the motion to sign the contract to remove the 4" line under the channel. Carl Castell seconded and the motion carried.

Letter to Cactus Utility Co. from McCaughan & Etheridge to eliminate work on Station Street was read. (Copy attached)

Letter to City of Port Aransas regarding petition mentioned in previous minutes was read. (Copy attached)

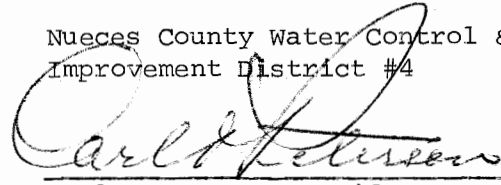
A resolution to exempt over 65 homestead for \$3,000.00 was made by Carl Castell and Joseph Belcher seconded it. Motion was carried.

A proposal from Ed and Jack Tarrant to sell the District an acre of land on the end of Ave. B for \$2,000 instead of giving easements for the new 20" line. Tabled. Carl Castell wants to look into further and Don Roy Farley wants to check with Janecek about the financing.

The subject of a lawn mower came up again. Carl Castell made motion to purchase a Yazoo. Joseph Belcher seconded and motion carried.


There being no further business to come before the Board, upon motion duly made and seconded, meeting was adjourned at 9:10.

Nueces County Water Control &
Improvement District #4



Carl Peterson, President

ATTEST:



H. L. Ward, Secretary

McCAUGHAN & ETHERIDGE

CONSULTING ENGINEERS

330 WILSON BLDG.

CORPUS CHRISTI, TEXAS 78401

March 1, 1973

**Cactus Utility Company
P. O. Box 4228
Corpus Christi, Texas 78408**

**Re: Sanitary Sewer Laterals in Port Aransas
File 155**

Gentlemen:

The Board of Directors of Nueces County Water Control & Improvement District No. 4 voted on February 28 to eliminate from your construction contract the portion of sewer line in Station Street which had been left in the contract when it was awarded.

It is our understanding that Mr. Farley is making separate arrangements to purchase from you the materials you had already acquired for that section of sewer.

Very truly yours,

McCAUGHAN & ETHERIDGE

By *Oble L. Etheridge*
Oble L. Etheridge, P.E.

OLE:ink

cc: NCWC&ID #4

**NUECES COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 4
PORT ARANSAS, TEXAS 78373**

March 6, 1973

P. O. BOX 128
740-5201
AREA CODE 214

City of Port Aransas
P. O. Box 397
Port Aransas, Texas 78373

Gentlemen,

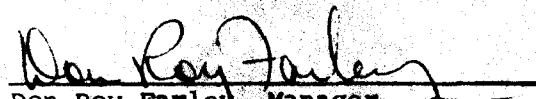
The District has taken note of the contents of the petition which you referred to us regarding the condition of the streets along which Mercer Construction Company recently laid a sewer, and of their desire that the streets be upgraded. Please be assured of our concern. We are returning the original of the petition to you for your records.

Following completion of the work of our contractor, we inspected these streets in company with City representatives. At that time we found no specific areas requiring further work. The contract includes a clause providing that should any of the work prove defective or fail within a period of one year after acceptance, the contractor is required to repair the failures, but if applied capriciously for insignificant dissatisfaction with appearance or desire simply to get more work done, the clause might be invalidated. Should failures develop, we will be quite ready to recall him. It is our suggestion, however, that some additional time be allowed, so that settlement might be completed should any of the backfill be defective.

During the near future we will make a careful inspection of the repairs, and will then take such action as is necessary. It would not seem equitable, though, to put the burden on the contractor to put the street in a better condition than existed when he moved in.

It is fully our intention to work with you closely to see that the necessary improvements to the water and sewer systems serving the people of Port Aransas are made with the least possible inconvenience to them, and that the facilities of the City are properly restored. We will certainly appreciate your continued advice on this and other matters of providing better services for our people.

Sincerely,


Don Roy Farley, Manager
Nueces County Water Control &
Improvement District #4

DRF/ns
cc: McCaughan & Etheridge
Encl.

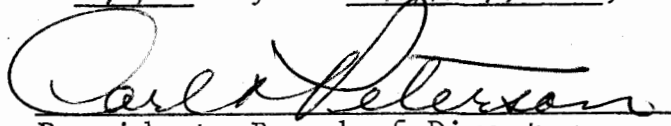
AN ORDINANCE PROVIDING FOR EXEMPTION OF \$3,000.00
OF THE VALUE OF RESIDENCE HOMESTEAD OF ALL PERSONS
65 YEARS OF AGE OR OLDER FROM AD VALOREM TAXES

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE NUECES COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4:

Section 1: \$3,000.00 of the assessed taxable value of residence
homesteads of persons 65 years of age or older shall be exempt
from ad valorem taxes hereafter levied by this district.

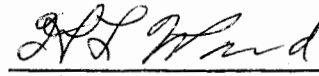
Section 2: This ordinance shall take effect immediately.

PASSED AND APPROVED this the 14th day of MARCH, 1973



President, Board of Directors
Nueces County Water Control and
Improvement District No. 4

ATTEST:



Secretary

MINUTES OF
REGULAR MEETING
FEBRUARY 28, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 28th day of February, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

Vice-President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher

Absent:

President	Pete Peterson
-----------	---------------

Visitors:

Lawyer	Dick Hatch
Water Supt	Gail Holman
Rep. of First Southwest Co.	Laddie Janecek
Reporter	Steve Frishman

The meeting was called to order at 7:00 P.M. with the opening of bids for removal of the 8" line under the channel. Dasaco, Ted R. Little, Kingfisher Marine Service, Loyd W. Richardson Co., submitted bids but the decision was tabled until contact with General Telephone could be made. Copy of bids attached.

Dick Hatch read the contract for removal of 4" line under channel. Copy attached as permanent records. H. L. Ward made motion to sign the contract. Andy Dallas seconded it. Motion carried.

Dick Hatch went over the State Government contract about granting an easement to lay a new water line. The \$500.00 for ten years is to be paid by Terramar. Motion was made by H. L. Ward for the President of the board to sign the contract. Andy Dallas seconded...but the request for 500 lbs of pressure test is to be eliminated. Motion carried.

Mrs. Gammage replied to Mr. Hatch's request for easements with a letter which Dick Hatch read to the Board. The Board valued her land at \$3,000 to \$3,500 with water available.

Motion was made by H. L. Ward to accept Dasaco's bid providing Dasaco can make bonds. General Telephone and Decker Jackson agree to their thirds but in the event Dasaco cannot make bond the next lowest bid will be accepted providing Telephone Co. and Decker Jackson agree. Motion was seconded by Carl Castell. Motion carried.

Minutes of last meeting were read by Don Roy Farley. They were approved and accepted as read.

Letter from City enclosing a petition to repair 11th St. A long discussion followed. The City had already okayed the repair work on 11th St. before they forwarded the petition to us.

H. L. Ward made motion to pay outstanding bills. Joseph Belcher seconded it. Motion carried.

A bid to build new stock pens was presented to the Board. It was decided to let Ronnie Revell and Tom Hitchins build them. Motion was made by H. L. Ward and seconded by Andy Dallas. Ayes; Ward, Belcher, Dallas.

Noes; Castell

Replacement hoses for the backhoe at the cost of \$110.00 was okayed. Andy Dallas made motion. H. L. Ward seconded it. Motion was carried.

It was decided to delete the section of the sewer line on station Street that would pick up Burrow's house alone, thus knocking \$2,700.00 off our contract with Cactus.

Engineers report on Mustang Island Development was presented to the Board.
(This report is on file at the District office)

The subject of Buddy Harris and his new house was brought up. (Incidentally, Mr Harris was absent from the meeting, even though he was invited personally by Mr. Farley) He wants to put a small line in the easement to service water and sewer to this house. The Board went along with Mr. Farley's decision and said he could not come out there with a small line.

MEMO TO BOARD

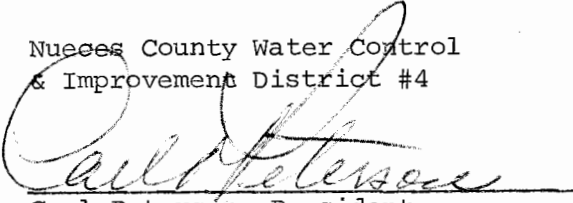
Mr. Buddy Harris has been in a number of times about water and sewer tap for house in vicinity of West end of Roberts Street--to West of Oleander Street.

From my viewpoint, this house should be tapped on Roberts which would require Mr. Harris to extend water and sewer lines. He has objected to my views, so I invited him to put something in writing and submit it to the board.

If, as he says, he is only trying to get water for his house and has no intention of selling it ever, he could just hook it on his existing water and sewer line to present house. Of course, if he changes his mind and sells property, this results in lines crossing other property. My contention is houses should be served off of streets they face, so as not to create later problems if sold.

There being no further business to come before the Board, upon motion duly made and seconded, meeting was adjourned at 8:50 P.M.

Nueces County Water Control
& Improvement District #4


Carl Peterson, President

ATTEST:



H. L. Ward, Secretary

MINUTES OF
REGULAR MEETING
February 14, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 14th day of February, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4, convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Joseph Belcher
Director	Carl Castell

Visitors: .

Manager	Don Roy Farley
Water Supertendent	Gail Holman
Monroe Rep.	Terry Hewlitt

Meeting was called to order at 6:45 P.M. with a demonstration by Terry Hewlitt from Monroe of a caculator. Board approved and machine was purchased.

Minutes of the previous meeting were read and approved.

A long discussion was held on bringing the Flato property into the District. A copy of a letter from McCaughan and Etheridge to Mr. Flato was read. No decision was made. Copies attached.

The subject of the water supply to the University was discussed, no decission was made.

A letter from Mr. Baur of Port Lavaca to develop some land south of Shibui Sands, known as Whispering Sands annex. It was decided to determine if it would be feasible to run lines down Whispering Sands Street to manhole. Mr. Farley is to investigate. Copy attached.

A new policy was set where the District should be notified when a connection(sewer) was made before the connection is covered. Andy Dallas made motion. Carl Castell seconded. Carried unanimously.

Future expansion of the sewer plant is anticipated. Land to the north of the present plant is owned by City, (8 lots), Ind. School District and 8 other individuals. Mr. Farley will continue his investigation on this matter. It seems advisable to acquire additional land out there if possible.

Resolution to borrow money until the Federal Government pays off the 100% grant fee to re-imburse us. Copy of said resolution is attached and becomes a permanent part of these minutes.

Letter from Corps of Engineers. Copy attached.

Date set for contractor to remove lines from the channel on or about April 1, 1973.

There being no further business to come before the Board, upon motion duly made and seconded, the meeting was adjourned at 8:45 P.M.

Nueces County Water Control &
Improvement District Number 4

Andrew Dallas
Carl Peterson, President

ATTEST:

H. L. Ward
H. L. Ward, Secretary

first national bank
in port lavaca
PORT LAVACA, TEXAS

W. H. BAUER, JR.
VICE PRESIDENT

January 29, 1973



Mr. Don Roy Farley
Manager
Nueces County Water Control and Improvement District 4
Box 128
Port Aransas, Texas 78373

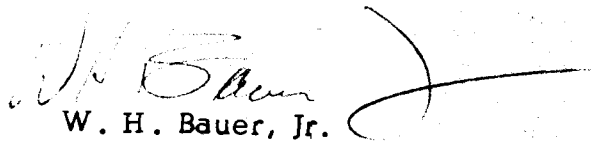
Dear Mr. Farley:

In regards to my request to secure sewer services for the lots indicated 1, 2, 3, 4, 5 and 6 on block 42, Whispering Sands subdivision in Port Aransas, Texas, I propose the following:

I would extend service for lots 2 and 3 down a 15 foot easement dividing lots 5 and 6 to your station 32 plus 40 at where you have a stubout. I would also request to be provided a subout on 11 Street on the property line between lots known as 4 and 5. I would then provide service to lots 1 and 2 with a 15 foot easement between 5 and 6. This line would meet your specification for the 30 inch cover and would be on a 0.3 percent slope. The type line material to meet your approval but proposed as 4 inch schedule 40 P.V.C. glue joint sewer pipe.

I trust that this proposal will meet your engineer's approval and would appreciate his "O.K." as soon as possible. Your assistance in this matter is appreciated.

Sincerely,


W. H. Bauer, Jr.

WHB:gp



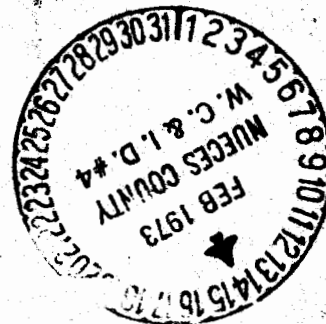
MCCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

February 13, 1973

District
FILE

Mr. Edwin Flato
4141 Russell Drive
Corpus Christi, Texas

Re: Water & Sewer Improvements on Mustang Island
(Files 186 and 220)



Dear Mr. Flato:

This is to inform you that we have approved the construction plans prepared by Urban Engineering for Terramar Corporation, for water and sewer facilities to serve Mustang Island Units 1, 2 and 3, and have authorized them to proceed with construction. It was our understanding that you might wish to bring into the District's system the portion of your property lying between their Units 1 and 3, and on the Gulf side of the highway. This will require execution of a Service Contract with the District, with requirements as have been explained to Mr. Strauss and Mr. Ciocco of your organization, and Mr. Heitkamp, your engineer.

The determination of whether some part of Terramar's proposed construction might need to be increased in capacity, to assure the District that the 20-year level of population for your tract can be served, can only be made after we have received a report from your engineer on the matter. At the joint meeting held in the District's office on January 30, this was discussed. We expressed a tentative opinion that in all likelihood the gravity sewers, water main, and force main would be adequate, but that it might be necessary to increase the pumping capacity of Lift Station No. 4.

It would be desirable for you to have this matter pursued by your engineer so that Terramar can arrange for any necessary changes before their contractor has ordered material. Otherwise you might run into added costs to make any change.

Very truly yours,

MCCAUGHAN & ETHERIDGE
District Engineers, NCWC&ID #4

By *Obie L. Etheridge*
Obie L. Etheridge, P.E.

cc: NCWC&ID #4
Maverick Engineering
Terramar
Urban Engineering

McCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

February 13, 1973



District
FILE

Mr. Raymond Chilton
Terramar Corporation
P. O. Box 896
Corpus Christi, Texas

Re: Water & Sewer Improvements on Mustang Island
(~~File 186-Easements~~)

Dear Mr. Chilton:

After discussing with Larry Urban the possible problems of running the water transmission line through the lots which the City of Port Aransas has added to its cemetery, we have concluded that it will be necessary to locate the line along the frontage of this area, with a jog at Sea Isle Drive to get in alignment with Station Street. We have therefore approved the plans showing the line following the highway to Sea Isle Drive.

As the force main crosses the highway just south of this point, only the water line would be located in the easement at this time. We have previously sent to Mr. Hatch descriptions of a 15' easement (20' would not be needed) along the frontage of these lot parcels, and these are the easements which will be required.

Very truly yours,

McCAUGHAN & ETHERIDGE
District Engineers, NCWC&ID #4

By *Obie L. Etheridge*
Obie L. Etheridge, P. E.

OLE:ink
cc: NCWC&ID #4
Dick Hatch
Urban Engineering



DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1229
GALVESTON, TEXAS 77550

SWGCO-RS, W-N-243-41-PERMIT- 1976, 4434

5 February 1973

Mr. Don R. Farley
Nueces County Water Control
& Improvement District No. 4
P. O. Box 128
Port Aransas, Texas 78373



Dear Mr. Farley:

Reference is made to our letters dated 17 October 1972 and 28 November 1972 regarding your 8-inch and 4-inch pipelines across the Corpus Christi Ship Channel near Aransas Pass, Texas.

In those letters you were informed of the need to remove or alter your pipelines in connection with improvement of the channel. Provision is being made in the specifications of the Government contract for the Government contractor to stop operations 50 feet short of any pipeline or cable scheduled for removal that is still across the channel. The contractor would then resume operations 50 feet beyond the last cable or pipeline located in the same trench. The owners of the pipelines and cables would then be required to remove this material left by the contractor to the improved dimensions of the channel when removing or altering the cables or pipelines.

Sincerely yours,

William G. Neely

WILLIAM G. NEELY
Chief, Permit Branch

Copy furnished:
Area Engineer
Corpus Christi Area Office
Corpus Christi, Texas 78403

HATCH and YEAGER
Attorneys and Counselors at Law
110 S. 11th St.
P. O. Box 1206
ARANSAS PASS, TEXAS 78336

RONALD M. YEAGER
RICHARD D. HATCH III

February 13, 1973

Area Code 512
758-3252

Island State Bank
Port Aransas, Texas

This is to inform you that the Nueces County Water Control & Improvement District # 4 has the right to borrow from the Island State Bank funds to be used for paying construction costs for District Sewer Project until Federal Grant funds are obtained, as long as the loan is repaid out of funds now available or to become available by the end of the Nueces County Water Control & Improvement District # 4's present fiscal year which ends September 31, 1973.

Very truly yours,

HATCH AND YEAGER


Richard D. Hatch, III

RDH:rj

RESOLUTION AND ORDER AUTHORIZING EXECUTION AND DELIVERY OF NOTE
PAYABLE TO ISLAND STATE BANK, PORT ARANSAS, TEXAS, TO EVIDENCE
INDEBTEDNESS

On the 14th day of February, 197³1, the Board of Directors of Nueces County Water Control and Improvement District Number 4 convened in a regular session being open to the public at the regular meeting place thereof in said District, with the following members of the Board present:

and the following absent:

, constituting a quorum; and among other proceedings had were the following:

The President of the Board presented a resolution and order authorizing execution and delivery of a note payable to Island State Bank, Port Aransas, Texas, to evidence indebtedness of the District to said bank when \$ 15,500 ⁰⁰/₁₀₀ is borrowed for the purpose of obtaining funds to be used as follows:

The resolution and order was read in full and, after full discussion thereof, Mr. Andy Dallas made a motion that it be adopted. The motion was seconded by Mr. H. L. Ward. The motion, carrying with it the adoption of the resolution and order, prevailed by the following vote:

Ayes: 5

Nayes: 0

The President then declared the resolution and order finally passed and adopted.

The resolution and order is as follows:

WHEREAS, Nueces County Water Control and Improvement District No. 4 needs to borrow \$ 15,500 ⁰⁰/₁₀₀ from the Island State Bank, Port Aransas, Texas, for the purpose of obtaining funds to be used as follows:

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4:

Section 1: The President of the Board is hereby authorized to borrow from the Island State Bank, Port Aransas, Texas, \$ 15,500 ⁰⁰/₁₀₀ for the purpose of obtaining funds to be used as follows:

and to execute and deliver to said bank a promissory note as prepared by the said bank to evidence the indebtedness, the form of said note and terms of payment being hereby approved.

Section 2: The money so borrowed from said bank shall be deposited in the appropriate District account and used for the purpose set out above.

I, the undersigned, Secretary of the Board of Directors of
Nueces County Water Control and Improvement District Number 4,
do hereby certify: That the foregoing resolution and order was
duly passed and approved and is in full force and effect. Witness
my hand and seal of office this the 14th day of February,
19783

(seal)

J. L. Lind

Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

MINUTES OF
REGULAR MEETING
January 24, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 24th day of January, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No.4, convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Joseph Belcher
Director	Carl Castell

Visitors:

Water Superintendent	Gail Holman
Manager	Don Roy Farley

Meeting called to order at 7:00 P. M., with the reading of minutes of previous meeting. H. L. Ward made motion to accept the minutes as read. Andy Dallas seconded it. Motion carried.

Andy Dallas made motion to pay current bills. Joseph Belcher seconded it. Motion carried.

The Board decided that since schools and all state and county offices were going to close the District Office should close January 25, 1973 also for L. B. Johnson's funeral.

The subject of a power mower was brought up. A long discussion followed but no decision was made.

Letter from City concerning street improvement was read. (Copy)
January 22, 1973
Mr. Don Roy Farley
NCWD#4
P. O. Box 128
Port Aransas, Texas 78373

Dear Mr. Farley:

The City of Port Aransas is contemplating overlaying the following portion of streets.

Avenue "F" from Alister to Seventh turning right on Seventh
and overlay to Avenue "D" and possible do a portion of "D".

This is the information you requested of Alderman Keene so that you may do any new cut/laying of pipe before street is fixed.

or

Sincerely,

City of Port Aransas

Some more well-pointing equipment is needed. Mr. Farley asked the Board to let them purchase it and quoted a price of \$409.00. Board okayed it.

A 6" sewer line has been laid in a private easement behind Bill Cobb's cottages. If the line checks out alright, (Mr. Farley will check), the Board will accept the line.

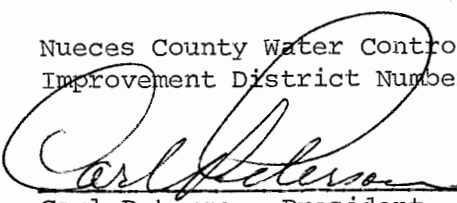
A new policy was introduced by Mr. Farley on selling parts and supplies. Mr. Farley suggested that when someone comes out to get parts, the District will order the replacement and they will be billed for it. H. L. Ward made a motion to let people have supplies out of the warehouse and we will reorder if it is an expensive item. The wholesaler will bill the individual. Carl Castell seconded it. Motion carried.

Texaco has shown an interest in furnishing the District gasoline. Mr. Farley asked the Board about asking for bids. The Board decided that it would stay with A. A. Mora Bulk Agent, since the dependability of Texaco is in question.


A long discussion of the removal of the lines under the channel was held. Andy Dallas made a motion to advertise for bids for removal of 8" line due the 23rd of February at 5:00 P. M. Joseph Belcher seconded it. Motion carried.

There being no further business to come before the Board, upon motion duly made and seconded, the meeting was adjourned at 8:30 P.M.

Nueces County Water Control &
Improvement District Number 4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

MINUTES OF
REGULAR MEETING
JANUARY 11, 1973

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 11th day of January, 1973, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Joseph Belcher
Director	Carl Castell

Visitors:

Terramar Representative	Raymond Chilton
Water Superintendent	Gail Holman
Manager	Don Roy Farley
Lawyer	Dick Hatch
Lawyer	Richard Hatch

Meeting was called to order at 7:00 P. M. with the reading of the minutes of the previous meeting. Minutes were approved.

Raymond Chilton presented an outline and map of Section III to be annexed by Terramar showing water storage plans. A copy of the above mentioned material is attached and becomes a permanent part of these minutes. Dick Hatch made some corrections and recommendations. Mr. Chilton will re-write to agree with the board members and Mr. Hatch, Mr. McCaughan and Mr. Etheridge

H. L. Ward made a motion to pass a resolution to annex additional land for Terramar upon approval of the board members, Dick Hatch and Terramar. Andy Dallas seconded. Motion carried. Copy of annexation resolution attached.

Easements for service line to Terramar property were discussed. The list was gone over by the board, Mr. Chilton and Dick Hatch. Terramar will assist in anyway possible to obtain these easements.

Motion made to renew contract with Rockwell Meter Co. H. L. Ward made motion. Andy Dallas seconded it. Motion carried.

The board decided that it could accept bids to remove 4" line under the channel separate from the 8" line. General Telephone has asked for an extension from the Corps of Engineers, it's pending. Carl Castell made motion to accept bids on removal of 4" line on January 31, 1973 at 5:00 P.M. Motion was seconded by Andy Dallas. Motion was carried.

Dick Harch reported that the legislature passed a bill last year enabling the District to exempt property of those residents over 65 years of age, if they see fit. This property must be registered as a homestead and the first \$3,000.00 of said homestead would be exempt. The board passed a resolution for Dick Hatch to prepare a resolution to this affect. Buddy Belcher made the motion. Andy Dallas seconded. Motion carried.

Mr. Farley asked Dick Hatch to prepare a legal letter to the University to defray the cost of getting water over here in lieu of taxes. H. L. Ward made motion. Joseph Belcher seconded it. Motion was carried. Mr. Farley is to contact the auditor as to the cost of getting water here and then District will take it from there.

The Budget for September '72 to September '73 was reviewed by the board. Motion to accept made by H. L. Ward. Seconded by Joseph Belcher. Motion was carried.

The subject of a raise for employees was brought up and discussed by the board. A motion to give a 5% raise retroactive to January 1st was made by Carl Castell. Seconded by Andy Dallas. Motion carried unanimously.

Election returns were canvassed and motion made by H. L. Ward that all was in order and we accept the election returns as true and correct. Seconded by Joseph Belcher. Motion was carried. Carl Castell and Andy Dallas were re-installed as Board Members.

Holidays were discussed and the following were okayed. Copy attached.

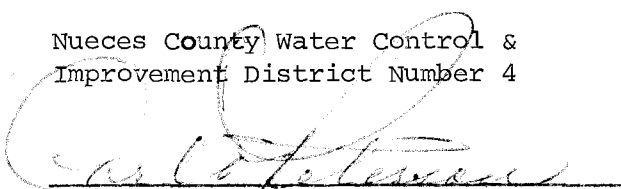
Letter from King Construction Co was read giving a years guarantee on lines installed at Anchor Village.

Motion was made to recend the 10¢ break in the water charge made by H. L. Ward. Seconded by Andy Dallas. Motion carried.

Mr. Farley guoted figures for supplies and cost of equipment to make sewer taps ~~and~~ since the cost of a 4" sewer tap is arround \$115.00. An increase in the cost of 6" and 8" taps was also recommended. The board agreed to study it and it was tabled for future meeting.

There being no further business to come before the Board, upon motion duly made and seconded, the meeting was adjourned at 9:20 P.M.

Nueces County Water Control &
Improvement District Number 4


Carl Peterson, President

ATTEST:


H.L. WARD, Secretary

RESOLUTION AND ORDER EXECUTING ANNEXIATION OF LAND TO NUECES COUNTY WATER
CONTROL & IMPROVEMENT DISTRICT NUMBER 4.

On the 11th day of January, 1973, the Board of Directors
of Nueces County Water Control and Improvement District Number 4 convened in
Regular session being open to the public at the regular meeting
place thereof in said District, with the following members of the Board
present:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher

and the following absent:

None

, constituting a quorum; and among other proceedings had were the following;

The President of the Board presented a resolution and order authorizing
execution of legal annexiation documents between the ~~Nueces County Water~~
Control and Improvement District Number 4, and Terramar Corporation.

The resolution and order was read in full and, after full discussion
thereof, Mr. H. L. Ward made a motion that it be adopted. The
motion was seconded by Mr. Andy Dallas. The motion, carrying
with it the adoption of the resolution and order, prevailed by the following
vote:

Ayes: 5

Nayes: 0

The President than declared the resolution and order finally passed and
adopted.

The resolution and order is as follows:

WHEREAS, Nueces County Water Control and Improvement District No. 4
finds that the annexiation and addition of the Terramar Corporation territory,
known thereafter as "SECTION III",
further described in executed legal documents, is considered to be to the
advantage of the District, and the District's facilities are sufficient to
supply the additional land without injury to land already in the District.

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4, that the President of the Board of Directors be authorized to execute legal annexation and agreement documents between the Nueces County Water Control and Improvement District Number 4 and Terramar Corporation.

I, the undersigned, Secretary of the Board of Directors of Nueces County Water Control and Improvement District Number 4, do hereby certify: That the foregoing resolution and order was duly passed and approved and is in full force and effect. Witness my hand and seal of office this the

11th day of July, 1973.

R. L. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

(seal)

MINUTES OF
SPECIAL MEETING

December 27, 1972

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 27th day of December, 1972, the Board of Directors of the Nueces County Water Control and Improvement District Number 4, convened in a Special Meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

	Vice President	Andrew Dallas
	Secretary	H.L. Ward
	Director	Joseph Belcher
	Director	Carl Castell
Absent:	President	Carl Peterson
Visitors:	Manager	Don Roy Farley
	Engineers	Obie Etheridge
		Frank McCaughan
	University Representatives:	
		W.B. McCloud, Architect
		L.E. Neal, Inspector
		Donald Cook
		Richard Cook
		Atwell C. Lagow

The meeting was called to order at 9:30 A.M.

A discussion was held concerning the bypass lines around meters and a suggestion on Detector meters for the University's two locations, the one on Channelview and also the one on Lantana Drive.

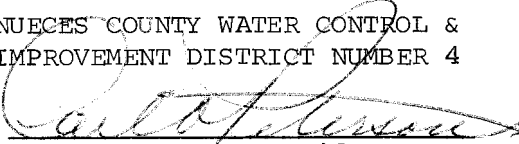
A lengthy discussion on the water used for fire fighting on the University property and a way to measure said water was talked over and it was agreed that the University would be responsible for the water and a Detector meter would be installed to measure it. Mr. McCaughan and the university men will get together and decide on the meter to be used, on e taht will cover the maximum and the minimum flow.

The University will increase the size of the line from Channelview to their property at their own expense. They will also extend the line on Lantana Drive to the University line (4") and meter (?) at their own expense.


At this point Mr. Raymond Chilton, from Terramar, (Great Western) met with the Board to inform them that Terramar would assist the District in obtaining easement to lay the water line down the island, and that one 1" tap would be allowed with each easement.

There being no further business to come before the board at this time, upon motion duly made and seconded, the meeting was adjourned.

NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NUMBER 4


Carl Peterson, President

ATTEST:


H.L. Ward, Secretary

RESOLUTION AND ORDER AUTHORIZING ISSUANCE OF
\$240,000 "NUECES COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER 4 SEWER
GENERAL OBLIGATION BONDS, SERIES 1971",
DATED OCTOBER 10, 1971

THE STATE OF TEXAS X NUECES COUNTY WATER CONTROL AND
 X
COUNTY OF NUECES X IMPROVEMENT DISTRICT NUMBER 4

ON THIS, the 13th day of October, 1971, the Board of Directors of NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 convened in regular session, being open to the public, at the regular meeting place thereof in said District, with the following members of the Board present:

DON ROY FARLEY	PRESIDENT
ANDREW J. DALLAS	VICE PRESIDENT
H. L. WARD	SECRETARY
CARL "PETE" PETERSON	DIRECTOR
CARL CASTELL	DIRECTOR

and the following absent: None,
constituting a quorum; and among other proceedings had were the following:

The President of the Board presented a resolution and order authorizing the issuance of \$240,000 "NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 SEWER GENERAL OBLIGATION BONDS, SERIES 1971", dated October 10, 1971.

The resolution and order was read in full and, after full discussion thereof, Mr. Castell made a motion that it be adopted. The motion was seconded by Mr. Dallas. The motion, carrying with it the adoption of the resolution and order, prevailed by the following vote:

AYES: Messrs. Farley, Dallas, Ward,
Peterson and Castell.

NOES: None.

The President then declared the resolution and order finally passed and adopted.

The RESOLUTION AND ORDER is as follows:

WHEREAS, Nueces County Water Control and Improvement District Number 4 has heretofore been duly and legally created and organized and the boundaries of the District have not been altered or revised since the District's last issue of bonds dated January 10, 1969, said bonds having been approved by the Attorney General of Texas, and said District has heretofore adopted a plan for improvements designed to furnish a water and sewer system for service within said District; and

WHEREAS, the works, improvements and facilities heretofore accomplished by said District are found to be inadequate to fulfill the beneficial results which the District's location and conditions admit and demand and this Board of Directors finds that additional funds are required to construct and acquire additional sewer improvements and extensions in order to carry out the purpose for which the District was organized and to best serve the interests of the District; and

WHEREAS, there has been filed in the office of the District an Engineer's report covering plans for making such improvements and extensions to the District's existing Sewer System now serving the area and inhabitants of the District, said report being accompanied by maps, plats, profiles and data fully showing and explaining same and having been heretofore approved by this Board; and

WHEREAS, at all times since the organization of such District, to and including the present time, said District has continued to exercise all the powers and functions of a district created under Article XVI, Section 59, of the Constitution; and

WHEREAS, pursuant to an election duly and legally called and held for the purpose within the District on the 2nd day of June, 1970, with the results thereafter officially canvassed and determined as being in favor of the proposition submitted for the issuance of \$300,000 ad valorem tax bonds for the purpose of financing improvements, extensions and additions to the District's existing Sewer System, this Board became authorized and empowered to issue such bonds; and

WHEREAS, this Board of Directors has determined that it is desirable and necessary to issue at this time \$240,000 of the bonds authorized as aforesaid, and the Board reserving unto itself the right and authority to issue the remaining amount of such bonds in one or more series at a future date or dates when, in the judgment of such Board, such amounts are needed for the authorized purpose; now therefore,

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4:

SECTION 1: That the bonds of said District, to be called "NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 SEWER GENERAL OBLIGATION BONDS, SERIES 1971", in the total principal sum of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000), shall be and same are hereby ordered to be issued on the faith and credit of said District under authority conferred by the Constitution and laws of the State of Texas, particularly Section 59 of Article XVI of the Constitution of Texas, and by Chapter 3A of Title 128, Revised Civil Statutes of Texas, 1925, as amended, for the purpose of financing improvements, extensions and additions to the District's existing Sanitary Sewer System.

SECTION 2: That said bonds shall be dated October 10, 1971; shall be numbered consecutively from One (1) through Forty-eight (48); shall each be in the denomination of Five Thousand Dollars (\$5,000), aggregating the principal sum of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000); and shall become due and payable serially, without right of prior redemption, on January 10 in each of the years in accordance with the following schedule:

<u>BOND NUMBERS</u> (All Inclusive)	<u>MATURITY</u>	<u>AMOUNT</u>
1	1974	\$ 5,000
2	1975	5,000
3	1976	5,000
4 and 5	1977	10,000
6 and 7	1978	10,000
8 and 9	1979	10,000
10 and 11	1980	10,000
12 and 13	1981	10,000
14 and 15	1982	10,000
16 to 18	1983	15,000
19 to 21	1984	15,000
22 to 24	1985	15,000
25 to 28	1986	20,000
29 to 32	1987	20,000
33 to 36	1988	20,000
37 to 42	1989	30,000
43 to 48	1990	30,000

SECTION 3: That said bonds shall bear interest from date to maturity at the following rates per annum:

(a) Bonds maturing in each of the years 1974 through 19 83 at 5 %;

(b) Bonds maturing in each of the years 19 84 through 19 90 at 7-1/2 %;

~~(c) Bonds maturing in each of the years 19 through 19 at %;~~

~~(d) Bonds maturing in each of the years 19 through 19 at %;~~

~~(e) Bonds maturing in each of the years 19 through 19 at %;~~

~~(f) Bonds maturing in each of the years 19 through 19 at %;~~

such interest to be evidenced by proper coupons attached to each of said bonds, and said interest shall be payable on January 10, 1973, and semiannually thereafter on July 10 and January 10 in each year.

SECTION 4: That both principal of and interest on said bonds shall be payable in lawful money of the United States of America, without exchange or collection charges to the owner or holder, upon presentation and surrender of bonds or proper coupons, at the MERCANTILE NATIONAL BANK AT DALLAS, Dallas, Texas.

SECTION 5: That said bonds shall be issued in the name of NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 and shall be in substantially the following form:

NO. _____

UNITED STATES OF AMERICA

\$5,000

STATE OF TEXAS

COUNTY OF NUECES

NUECES COUNTY WATER CONTROL AND IMPROVEMENT
DISTRICT NUMBER 4 SEWER GENERAL OBLIGATION
BOND, SERIES 1971

KNOW ALL MEN BY THESE PRESENTS: That NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4, in the County of Nueces, State of Texas, FOR VALUE RECEIVED, acknowledges itself indebted to and hereby promises to pay to bearer, without right of prior redemption, the sum of

FIVE THOUSAND DOLLARS

(\$5,000), in lawful money of the United States of America, on the TENTH DAY OF JANUARY, 19____, with interest thereon from the date hereof to maturity at the rate of _____ PER CENTUM (____%) per annum, payable on January 10, 1973, and semiannually thereafter on July 10 and January 10 in each year, and interest falling due on or prior to maturity hereof is payable only upon presentation and surrender of the interest coupons hereto attached as they severally become due.

BOTH PRINCIPAL of and interest on this bond are hereby made payable at the MERCANTILE NATIONAL BANK AT DALLAS,
Dallas, Texas, without exchange or collection charges to the owner or holder.

THIS BOND is one of a series of Forty-eight (48) serial bonds, numbered consecutively from One (1) through Forty-eight (48), each in the denomination of Five Thousand Dollars (\$5,000), aggregating the sum of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000), issued on the faith and credit of the District under authority conferred by the Constitution and laws of the State of Texas, particularly Section 59 of Article XVI of the Constitution, and by Chapter 3A of Title 128, Revised Civil Statutes of Texas, 1925, as amended; and said bonds are further authorized pursuant to an election duly ordered and held in said District on the 2nd day of June, 1970, and a resolution and order duly passed by the Board of Directors of said District, of record in the Minutes of said Board; said bonds being issued for the purpose of financing improvements, extensions and additions to the District's existing Sanitary Sewer System.

NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 covenants that it is a duly and legally existing Water Control and Improvement District under the Constitution and laws of the State of Texas, and that all acts, conditions and things required to be done precedent to and in the issuance of this series of bonds and of this bond have been properly done and performed and have happened in regular and due time, form and manner as required by law; that proper provision has been made for the levy and collection of taxes, without limit as to rate or amount,

sufficient to pay this bond and the series of which it is a part, and the interest coupons thereto annexed as the same shall become due; that as collected such taxes shall be appropriated and applied exclusively to these designated purposes; and that the total indebtedness of said District, including the entire series of bonds of which this is one, does not exceed any statutory or constitutional limitation.

FOR THE FAITHFUL PERFORMANCE of all covenants, recitals and stipulations herein contained, and for the proper application of the proceeds of all taxes levied for the payment of principal of and interest on this bond and the series of which it is one, and for the faithful performance in apt time and manner of each official or other act required and necessary to provide for the prompt payment of the interest on and principal of this bond as the same mature, the full faith, credit and resources of said District are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Board of Directors of NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4, in accordance with the provisions of Article 717j-1, V.A.T.C.S., has caused the seal of said District to be impressed or a facsimile thereof to be printed hereon, and this bond and its appurtenant coupons to be executed with the imprinted facsimile signatures of the President and Secretary of the Board of Directors of said District, as of the 10th day of October, 1971.

President, Board of Directors
Nueces County Water Control and
Improvement District Number 4

ATTEST:

Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

SECTION 6: That the interest coupons attached to said bonds shall be substantially as follows:

NO. _____ ON THE TENTH DAY OF _____, \$ _____
19_____,

the NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 of Nueces County, Texas, promises to pay to bearer, in lawful money of the United States of America, without exchange or collection charges to the owner or holder, at the MERCANTILE NATIONAL BANK AT DALLAS, Dallas, Texas, the sum of

_____ DOLLARS

(\$ _____), being _____ months' interest due that day on "NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4 SEWER GENERAL OBLIGATION BOND, SERIES 1971", dated October 10, 1971. Bond No. _____.

Secretary, Board of Directors

President, Board of Directors

SECTION 7: That the following certificate shall be printed on the back of each bond:

OFFICE OF COMPTROLLER X

STATE OF TEXAS X

REGISTER NO. _____

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation upon said NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4, of Nueces County, Texas, and said bond has this day been registered by me.

WITNESS MY HAND AND SEAL OF OFFICE at Austin, Texas,

Comptroller of Public Accounts of
the State of Texas

SECTION 8: That the corporate seal of the District may be impressed on each of said bonds or, in the alternative, a facsimile of such seal may be printed on the said bonds. The bonds and interest coupons appurtenant thereto may be executed by the imprinted facsimile signatures of the President and Secretary of the Board of Directors, and execution in such manner shall have the same effect as if such bonds and coupons had been signed by the President and Secretary in person by their manual signatures. Inasmuch as such bonds are required to be registered by the Comptroller of Public Accounts of the State of Texas, only his signature (or that of a deputy designated in writing to act for the Comptroller) shall be required to be manually subscribed to such bonds in connection with his registration certificate to appear thereon, as hereinafter provided; all in accordance with the provisions of Article 717j-1, V.A.T.C.S.

SECTION 9: That to pay the interest on said bonds and to create a sinking fund for the payment of the principal thereof when due, there shall be levied, assessed and collected on all taxable property in said District for each year while any of said bonds are outstanding a continuing direct annual ad valorem tax without limit as to rate or amount. All the proceeds of such collections shall be paid into the Interest and Sinking Fund for said bonds, and the aforementioned tax and such payments into said fund shall continue until said bonds, with interest thereon, have been fully paid and discharged, and such proceeds shall be used for such purpose and no other. For the payment of the interest on said bonds to become due in the first year and to create a sinking fund with which to pay the principal when due, there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said District for the current year, and the same shall be assessed and collected and applied to the purpose named, and while said bonds or any of them are outstanding and unpaid, a tax each year at a rate from year to year as will be ample and sufficient to provide funds to pay the current interest on said bonds and to provide the necessary sinking fund, full

allowance being made for delinquencies and costs of collection, shall be and is hereby levied for each year, without limit as to rate or amount, and said tax shall each year be assessed and collected and applied to the payment of the principal of and interest on said bonds.

SECTION 10: That the President of the Board of Directors shall be authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, and shall take and have charge and control of the bonds herein authorized pending their approval by the Attorney General and their registration by the Comptroller of Public Accounts.

SECTION 11: That the sale of bonds numbered 1 through 18 of the series herein authorized to the TEXAS WATER DEVELOPMENT BOARD, Austin, Texas, at the price of par and accrued interest to date of delivery, plus a premium necessary to effect the State's statutory lending rate of 4.9533% per annum, is hereby confirmed; and the sale of bonds numbered 19 through 48 of said series to FIRST SOUTHWEST COMPANY, Dallas, Texas, AND ASSOCIATES, at the price of 97% of par value plus accrued interest to the date of delivery, is also hereby confirmed. Delivery of such bonds to said purchasers shall be made as soon as may be after adoption of this resolution and order upon payment therefor in accordance herewith.

SECTION 12: That the purchasers' obligation to accept delivery of the bonds herein authorized is subject to their being furnished a final opinion of Messrs. Dumas, Huguenin and Boothman, Attorneys, Dallas, Texas, approving such bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such bonds. Printing of a true and correct copy of said opinion on the reverse side of each of such bonds, with appropriate certificate pertaining thereto executed by facsimile signature of the Secretary of the Board of Directors, is hereby approved and authorized.

SECTION 13: That the District hereby represents and covenants that it will comply with the provisions of Article 8280-9, V.A.T.C.S., and said statute is hereby incorporated by reference and made a part of this resolution and order. The matters therein required to be done shall be done in the time and manner therein provided. Further, in compliance with the published Rules and Regulations of the Texas Water Development Board, purchaser of a portion of the bonds herein authorized, the District agrees that upon completion of the Sanitary Sewer System project to be financed with the proceeds of said bonds, the proper officers of the District shall render due accounting to said Texas Water Development Board of the total cost of such project and further particularly agrees that any of the proceeds not required for the completion of the project shall be returned to said Board, to the nearest multiple of \$5,000, upon the cancellation and delivery by said Board to said District of a like amount of the bonds herein authorized and held by said Board. Any of such proceeds then

remaining less than required to discharge a \$5,000 bond shall be transferred into the Interest and Sinking Fund provided for in Section 9 hereof.

ADOPTED AND APPROVED, this the 13th day of October, 1971.

Don Ray Failey
President, Board of Directors
Nueces County Water Control and
Improvement District Number 4

ATTEST:

W. F. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

(District Seal)

MINUTES OF

REGULAR MEETING

December 13, 1972

STATE OF TEXAS X

COUNTY OF NUECES X

CITY OF PORT ARANSAS X

On this the 13th day of December, 1972, the Board of Directors of the Nueces County Water Control & Improvement District #4, convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andrew Dallas
Secretary	H.L. Ward
Director	Carl Castell

Absent: Director Joseph Belcher

Visitors: Manager Don Roy Farley
Auditors: Woods Mathews
Willie Kocurek

Meeting was called to order at 7:15 P. M. with the reading of the minutes of the previous meeting. Minutes were approved as read.

The following letter from Mercer Construction Co. was read to the Board.

November 22, 1972

Slovak Brothers
Box 5096
Corpus Christi, Texas

Gentlemen:

This letter shall confirm to you that Island Construction Company has been engaged to do pavement repair work necessitated by recent sewer installations we have performed for Nueces County WCID 4 as a subcontract to your firm. Please be advised that the responsibility of Island Construction Company is confined to work order we have given them for repairs known to be needed at present. All pavement repair work is covered by a one-year warranty against failure of materials or workmanship. Island Construction Company has no other continuing responsibility on this project. In the case of needed emergency maintenance, repair of settled ditch backfill, and general grading outside of paved areas, the District should be advised to direct any and all request for attention to Mercer Construction Company in Edna. We will then issue authorization for the work by whomever we feel can expedite the repairs.

Thank you very much.

MERCER CONSTRUCTION CO.

It was brought to the Board's attention that at the present time, about \$56,000 is out in delinquent taxes and some action will be taken at a later date.

Estimate on the wellpointing equipment was discussed, the possibility of building our own wellpointing system was discussed but it was decided it would be better to obtain the equipment from the Moretrench Co. Carl Castell made the motion to order the equipment from Moretrench, with a guarantee on the aluminum parts, H.L. Ward seconded it, carried unanimously.

Central Power and Light Co. and Genreal Telephone Co. declined to enter into an agreement to use McCaughan and Etheridge to prepare the bids to remove lines under the channel, but General Telephone agreed to come in on a lump sum figure and share the actual expense of removing the lines. Taylor Diving & Salvage Co., a division of Brown & Root offered to go down and explore the situation, then give us a price for removal. Carl Castell made the motion for the Taylor Diving & Salvage Co. to come down and look it over and give us a price, Andy Dallas seconded it, carried unanimously.

Drawings and specs on the installation of a new pump for the water system sent over by McCaughan & Etheridge were reviewed. This pump can be converted over to serve the 20" line of the District should desire. The above mentioned plans and specs are on file at the District Office.

A proposed tie in on Harbor Island, plans and specs, were shown to the Board, McCaughan and Etheridge suggested this be done at once before the lines under the channel are removed. The estimated cost of this project is around \$2,000.00. H. L. Ward made a motion to order the supplies needed for the job, and get started on it as soon as possible Carl Castell seconded it, carried unanimously.

The following letter from the City of Aransas was read to the Board:

November 30, 1972

Dear Mrs. Manchen:

I want to take this opportunity to thank your department for the very capable assistance they gave us when we had the bad sewer leak at the Lyman-Roberts Hospital.

We are most appreciative and hope that we, in turn, can be of some assistance to you at anytime.

Please feel free to call upon us if the need arises.

Yours truly,

Elmer Campbell

The following letter from R.S. Black was presented to the Board:

12-8-72

Nueces County Water Control &
Improvement District #4
New Wastewater Plant
Port Aransas, Texas

Gentlemen:

With respect to the above project, we wish to advise that we have replaced all borrowed dirt from private sources used on the embankment at the new plant.

Very truly yours,

R.S. Black

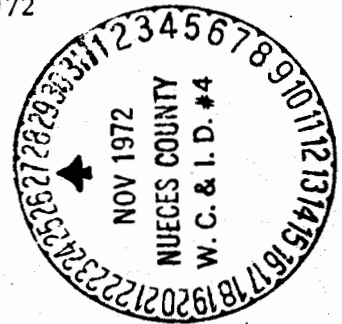
The Univeristy tap on Lantana was discussed, but since it is not quite clear exactly what size tap they want or need, the matter was tabled until a further investigation is made.



American Water Works Association

2 PARK AVENUE, NEW YORK, N.Y. 10016 (212) 686-2040

November 1972



Nueces Cnty Water Dist #4
Box 507
Port Aransas, TX 78373

Gentlemen:

You are one of the 1,800 AWWA utility members providing the leadership which makes it possible for the Association to represent so effectively the needs and goals of all our members across the nation.

It is because of this active interest you take in AWWA's broad program that we ask you now to join us in making a seemingly small, but highly important investment in the future of our Association. You know that as part of AWWA's gearing up to serve the increasing needs of the water industry at all levels that AWWA headquarters will move from New York City to Denver and for the first time ever will be located in its own building.

We are two of nine enthusiastic members who volunteered to serve on the Building Fund Committee to raise \$580,000 over a three year period to finance our headquarters building. We are asking each of the 450 investor owned utilities and 1,350 municipally owned utilities to make an investment in AWWA's future equal to the utility's annual dues shown on the enclosed invoice. If desired, this investment may be made over a three year period. All other categories of members including Associates, Consultants, and individuals also will be invited to make a proportional contribution to the program.

With each of us doing our modest part, the building fund can be easily raised eliminating the high rents of the past, eliminating the necessity of obtaining a high interest loan, avoiding the diversion of our present funds that are so badly needed for services, and giving our membership at long last the dignity of having proper and suitable housing for our headquarters.

You recognize as well as we do that this building fund drive is another long needed part of our mutually backed program to increase the effectiveness, the efficiency, and the facilities of our Association. Our fund drive begins in earnest now. Groundbreaking ceremonies are set for April 1973, and the doors of our new building will open at the latest in April 1974. By being a charter contributor now you can help insure the early completion of this worthwhile funding project.

President - LEE FORTNEY HAMBLIN, Saint Paul, Minnesota
Past President - GEORGE E. SYMONS, White Plains, New York
Past President - LEO A. APPELYARD, Chester, Pennsylvania
Past President - CHARLES A. BLACK, Gainesville, Florida
Treasurer - GRANT A. COLETON, East Liverpool, Ohio
Executive Director - ERIC L. JOHNSON, New York, New York

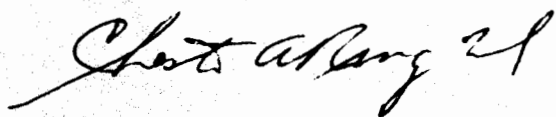


AMERICAN WATER WORKS ASSOCIATION

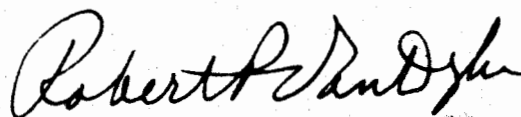
-2-

Your gift is tax deductible. Space is provided on your dues invoice to combine your utility's contribution with the annual dues. Or you may if you wish send a separate check made out to the AWWA Building Fund.

We look forward to you joining with us and our other utility members in this most important endeavor.



Chester A. Ring III
Chairman
Investor Owned Utilities



Robert P. Van Dyke
Chairman
Municipally Owned Utilities

Mrs Curry: This is a form to be used. One complete copy of all of this is to be delivered to the newspaper with instructions to run THREE successive weeks, the first publication to be at least 21 days prior to the election, and not more than 35 days prior thereto... I am furnishing enough copies of this form that you can prepare three additional copies to be posted at Port Aransas as follows: 1 at District office, 1 at USPost Office and 1 at City Hall.....

NOTE:

NOTICE OF ELECTION OF TWO DIRECTORS
FOR THE NUECES COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 4

RD Hatch

THE STATE OF TEXAS

COUNTY OF NUECES

TO: THE RESIDENT QUALIFIED VOTERS OF NUECES COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4

TAKE NOTICE that an election will be held on the 2nd Tuesday
in January, 1973, that is, on January 9, 1973, at the place, in
the manner, and for the candidates for the office of said District,
as set forth in the attached copy of a Resolution and Order for
Directors Election in Nueces County Water Control and Improvement
District No. 4, duly entered by the Board of Directors of said
District on the 29th day of November, 1972. Said attached
Resolution and Order for Directors Election in Nueces County
Water Control and Improvement District District No. 4 is made a part
of this notice for all intents and purposes.

IN WITNESS WHEREOF, I have hereunto signed my
name and affixed hereto the seal of the District, this the 29 day
of November, 1972.

Carlos Peterson
President, Board of Directors
Nueces County Water Control and
Improvement District No. 4

ATTEST:

W. L. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District No. 4

(District Seal)

Mrs Curry: Keep a copy of this for your reference. Hatch

RESOLUTION AND ORDER FOR DIRECTORS ELECTION
IN NUECES COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 4

THE STATE OF TEXAS

COUNTY OF NUECES

On this, the 29th day of November, 1972, the Board of Directors of Nueces County Water Control and Improvement District No. 4 convened in session with the following members presents, to-wit:

Andrew Dallas

H.L. Ward

Joseph Belcher

Carl Peterson

and the following absent: Carl Castell, constituting a quorum, and, among other proceedings had by said Board of Directors, was the following:

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4:

Section 1: That an election shall be and same is hereby ordered to be held on the 9th day of January, 1973, in Nueces County Water Control and Improvement District No. 4 for the purpose of electing two Directors for said District.

Section 2: Said election shall be held and conducted in accordance with the laws of this State for the holding of general elections for State and County officers, except as herein otherwise provided. All persons who are resident qualified electors of the District shall be entitled to vote.

Section 3: Candidates for the office of Director shall file written application with the Secretary of the Board of Directors. Application forms for candidates for the office of Director are available at the office of the District. Applications shall be signed by such candidate or by at least ten qualified electors of the district and must be filed at least 20 days before the date of the election.

Section 4: It is further Ordered that the ballots for said election shall be prepared in sufficient number and in conformity with state law, and that written or printed thereon shall appear substantially the following:

OFFICIAL BALLOT

Election held on January 9, 1973 for election of two Directors of Nueces County Water Control and Improvement District No. 4. You may vote for the two candidates of your choice by placing an "X" in the square besides each of their names. The two persons receiving the greatest number of votes shall be declared elected.

SECTION 5: To be eligible for the office of Director, a person must be twenty-one years of age or more, be a resident of the State of Texas, own land subject to taxation in the District, and the two Directors receiving the highest vote shall serve as Directors for two years.

Section 6: That the entire District shall comprise one election precinct and the polling place of said election shall be at the Community Center Building in the Town of Port Aransas which building is within the boundaries of said District. The following named persons are hereby appointed officers of said election:

<u>Mrs. Don Farley</u>	as Presiding Judge
<u>Mrs. Mary Newsom</u>	as Assistant Judge
<u>Lorraine Holman</u>	as a Clerk
<u>Pat Cheatham</u>	as a Clerk

Section 7: The election officers shall make and deliver the election returns in triplicate. One copy shall be retained by the election judge; one copy shall be delivered to the president of the board, and one copy shall be delivered to the secretary of the board.

The ballot boxes and other election records and supplies shall be delivered to the secretary of the board at the district office, and the ballot boxes containing the voted or mutilated ballots shall be preserved for one year subject to the order of any court in which a contest of the election is filed.

The board shall meet and canvass the returns of the election not less than five nor more than seven days after the day of the election. If the returns cannot be canvassed within seven days after the day of the election, they shall be canvassed as soon as possible after that time.

Section 8: The Secretary of the Board of Directors shall give notice of the election herein ordered by publishing a true copy of this Resolution and Order for Election signed by the President and attested by the Secretary of the Board of Directors, in a newspaper published in Nueces County, Texas and of general circulation within the area of the District, once each week for three successive weeks, the date of the first publication to be at least 21 days prior to the date of said election and not more than 35 days prior thereto.

Section 9: Absentee voting shall be conducted at the office of the District in the Town of Port Aransas.

The above resolution and order having been read in full, it was moved by H.L. Ward and seconded by Joseph Belcher that the same do pass. Thereupon, the question being called for, the following members of the Board voted "AYE":
Messrs. H.L. Ward, Joseph Belcher,

Andrew Dallas, Carl Peterson,
and none voted "NO".

PASSED AND APPROVED this the 29 day of November, 1972

Carl Peterson
President, Board of Directors
Nueces County Water Control and
Improvement District No. 4

ATTEST:

H.L. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

(District Seal)

ORDER FOR ELECTION PROCEDURE IN
DIRECTORS ELECTION IN NUECES COUNTY
WATER CONTROL AND IMPROVEMENT
DISTRICT NUMBER 4

THE STATE OF TEXAS

COUNTY OF NUECES

On this the 29th day of November, 1972,
the Board of Directors of Nueces County Water Control and
Improvement District Number 4 convened in session with the following
members present, to-wit:

Andrew Dallas

Carl Peterson

H.L. Ward

Joseph Belcher

and the following absent: Carl Castell, constituting
a quorum, and, among other proceedings had by said Board of Directors,
was the following:

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NUECES
COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4:

Section 1: That all candidates for the Board of Directors of said
District at the election to be held on the 9th day of January, 1973,
file their application to become a candidate with the Secretary of the
Board at least 20 days before the date of the election.

Section 2: That all of said applications be substantially in the
following form:

TO THE BOARD OF DIRECTORS OF NUECES COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4:

I hereby request that my name be placed on the official
ballot for the election to be held on the 9th day of January, 1973
as a candidate for Director of said District. I certify that I am
21 years or more of age, a resident of the State of Texas, own
land subject to taxation in the said District, and that my residential
address is:

Dated this the _____ day of _____, 1972

Candidate

Received on the 29 day
of november, 1972

J.P. L. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

The above order being read, it was moved and seconded that same do pass. Thereupon the question being called for, the following members of the Board voted AYE:

Andrew Dallas

Carl Peterson

H. L. Ward

Joseph Belcher

and the following voted NO: _____

PASSED AND APPROVED this the 29 day of November 1972


Carl Peterson
President, Board of Directors
Nueces County Water Control and
Improvement District Number 4

ATTEST:


H L Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

(District Seal)

THIS NOTICE OF ELECTION is issued and given by the undersigned pursuant to authority conferred by virtue of the foregoing Resolution and Order of the Board of Directors of Nueces County Water Control and Improvement District Number 4, and under authority of law. WITNESS OUR HANDS AND SEAL OF THE NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4, this the 29 day of november, 1972


President, Board of Directors
Nueces County Water Control and
Improvement District No. 4

ATTEST:


Secretary, Board of Directors
Nueces County Water Control and
Improvement District No. 4

(District Seal)

ORDER FOR ELECTION PROCEDURE IN
DIRECTORS ELECTION IN NUECES COUNTY
WATER CONTROL AND IMPROVEMENT
DISTRICT NUMBER 4

THE STATE OF TEXAS

COUNTY OF NUECES

On this the 29th day of November, 1972,
the Board of Directors of Nueces County Water Control and
Improvement District Number 4 convened in session with the following
members present, to-wit:

Andrew Dallas

H.L. Ward

Joseph Belcher

Carl Peterson

and the following absent: Carl Castell, constituting
a quorum, and, among other proceedings had by said Board of Directors,
was the following:

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NUECES
COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4:

Section 1: That all candidates for the Board of Directors of said
District at the election to be held on the 9th day of January, 1973,
file their application to become a candidate with the Secretary of the
Board at least 20 days before the date of the election.

Section 2: That all of said applications be substantially in the
following form:

TO THE BOARD OF DIRECTORS OF NUECES COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4:

I hereby request that my name be placed on the official
ballot for the election to be held on the 9th day of January, 1973
as a candidate for Director of said District. I certify that I am
21 years or more of age, a resident of the State of Texas, own
land subject to taxation in the said District, and that my residential
address is:

Dated this the _____ day of _____, 1972

Candidate

Received on the 29 day
of November, 1972

H.L. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

The above order being read, it was moved and seconded that same do pass. Thereupon the question being called for, the following members of the Board voted AYE:

Andrew Dallas

H. L. Ward

Joseph Belcher

Carl Peterson

and the following voted NO: _____

PASSED AND APPROVED this the 29 day of November 1972

Carl Peterson
President, Board of Directors
Nueces County Water Control and
Improvement District Number 4

ATTEST:

H L Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

(District Seal)

RESOLUTION AND ORDER FOR DIRECTORS ELECTION
IN NUECES COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 4

THE STATE OF TEXAS

COUNTY OF NUECES

On this, the 29th day of November, 1972, the Board of Directors of Nueces County Water Control and Improvement District No. 4 convened in session with the following members presents, to-wit:

Andrew Dallas

Carl Peterson

H.L. Ward

Joseph Belcher

and the following absent: Carl Castell, constituting a quorum, and, among other proceedings had by said Board of Directors, was the following:

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4:

Section 1: That an election shall be and same is hereby ordered to be held on the 9th day of January, 1973, in Nueces County Water Control and Improvement District No. 4 for the purpose of electing two Directors for said District.

Section 2: Said election shall be held and conducted in accordance with the laws of this State for the holding of general elections for State and County officers, except as herein otherwise provided. All persons who are resident qualified electors of the District shall be entitled to vote.

Section 3: Candidates for the office of Director shall file written application with the Secretary of the Board of Directors. Application forms for candidates for the office of Director are available at the office of the District. Applications shall be signed by such candidate or by at least ten qualified electors of the district and must be filed at least 20 days before the date of the election.

Section 4: It is further Ordered that the ballots for said election shall be prepared in sufficient number and in conformity with state law, and that written or printed thereon shall appear substantially the following:

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Election held on January 9, 1973 for election of two Directors of Nueces County Water Control and Improvement District No. 4. You may vote for the two candidates of your choice by placing an "X" in the square besides each of their names. The two persons receiving the greatest number of votes shall be declared elected.

SECTION 5: To be eligible for the office of Director, a person must be twenty-one years of age or more, be a resident of the State of Texas, own land subject to taxation in the District, and the two Directors receiving the highest vote shall serve as Directors for two years.

Section 6: That the entire District shall comprise one election precinct and the polling place of said election shall be at the Community Center Building in the Town of Port Aransas which building is within the boundaries of said District. The following named persons are hereby appointed officers of said election:

<u>Mrs. Don Farley</u>	as Presiding Judge
<u>Mrs. Mary ^Newsom</u>	as Assistant Judge
<u>Lorraine Holman</u>	as a Clerk
<u>Pat Cheatham</u>	as a Clerk

Section 7: The election officers shall make and deliver the election returns in triplicate. One copy shall be retained by the election judge; one copy shall be delivered to the president of the board, and one copy shall be delivered to the secretary of the board.

The ballot boxes and other election records and supplies shall be delivered to the secretary of the board at the district office, and the ballot boxes containing the voted or mutilated ballots shall be preserved for one year subject to the order of any court in which a contest of the election is filed.

The board shall meet and canvass the returns of the election not less than five nor more than seven days after the day of the election. If the returns cannot be canvassed within seven days after the day of the election, they shall be canvassed as soon as possible after that time.

Section 8: The Secretary of the Board of Directors shall give notice of the election herein ordered by publishing a true copy of this Resolution and Order for Election signed by the President and attested by the Secretary of the Board of Directors, in a newspaper published in Nueces County, Texas and of general circulation within the area of the District, once each week for three successive weeks, the date of the first publication to be at least 21 days prior to the date of said election and not more than 35 days prior thereto.

Section 9: Absentee voting shall be conducted at the office of the District in the Town of Port Aransas.

The above resolution and order having been read in full, it was moved by H.L. Ward and seconded by Joseph Belcher that the same do pass. Thereupon, the question being called for, the following members of the Board voted "AYE":

Messrs. H.L. Ward, Joseph Belcher,

Andrew Dallas, Carl Peterson,
and none voted "NO".

PASSED AND APPROVED this the 29 day of November, 1972

Carl Peterson
President, Board of Directors
Nueces County Water Control and
Improvement District No. 4

ATTEST:

H.L. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

(District Seal)

Minutes of Regular Meeting- December 13, 1972

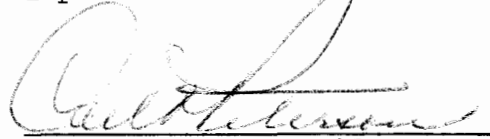
The reports on the water lines and sewer lines in Anchor Village were gone over, tests results were studied, and H.L. Ward made a motion to accept the lines and Andy Dallas seconded it, carried unanimously.

The auditors report was gone over by the auditors, Mr. Kocurek, and Mr. Mathews. It showed that our investments were up, the tax roll had increased, the Customer Meter Deposits are up about \$1,800.00.

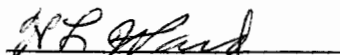
The subject of the Piper Land Co. came up and was discussed, and it was decided that all new developers pay their share of the 20" line to be installed at a later date.

There being no further business to come before the Board at this time, upon motion duly made and seconded, the meeting was adjourned.

Nueces County Water Control &
Improvement District Number 4


Carl Peterson, President

ATTEST:


H.L. Ward, Secretary

MINUTES OF
REGULAR MEETING

November 29, 1972

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 29th day of November, 1972, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Joseph Belcher

Absent:
Director Carl Castell

Visitor:
Manager Don Roy Farley

Meeting was called to order at 3:00 P. M. with the reading of the minutes of the previous meeting. Minutes were approved.

Mr. Farley contacted Mr. Townsend concerning the revenue sharing program. The lump sum will go the the city and Dick Hatch suggested the District informally contact both city and county asking for our share.

A meeting at McCaughan & Etheridge concerning removal of line in ship channel , resulted in Decker Jackson-CPL and General Telephone being contacted as to sharing the Engineers preparing to put the removal of the line out on bids,- if agreeable to everyone concerned. Mr. Farley wanted to contact John Young about Federal help to get our share of the cost of raising the lines under the channel. Mr. Dallas made motion. H. L. Ward seconded. Motion carried.

Letter from McCaughan & Etheridge to Slovak Brothers concerning repaving of 11th Street.

November 17, 1972

Slovak Brothers
P. O. Box 5096
Corpus Christi, Texas 78405

Re: WPC-TEX-695
NCWC&ID #4

Gentlemen:

We have been advised verbally by Mr. Mercer that Island Contruction Company has been engaged to do the pavement repair work on the interceptors portion of this project. Please provide us with a letter confirming this, and also stating what the extent of their responsibility is to be,

particular with reference to (1) emergency maintenance prior to final repairs, (2) repair of ditch backfill in case of settlement, (3) general grading outside of paved areas, and (4) the one-year maintenance guaranty.

Very Truly Yours,
McCaughan & Etheridge
By Obie L. Etheridge, P. E.

Letter from Dick Hatch concerning borrowing money from Bank.

November 17, 1972

Nueces County Water Control
& Improvement District No. 4
P. O. Box 128
Port Aransas, Texas 7837

Gentlemen:

This is to inform you that the District has a right to borrow money from the Island State Bank to be used for the construction of a building as long as the loan is repaid out of funds now available or to become available by the end of the city's present fiscal year which ends September 31, 1973.

Very Truly Yours,
Richard D. Hatch

Letter from Mr. Reed concerning tap at Fish & Wildlife.

November 15, 1972

Nueces County Water Control
& Improvement District #4
P. O. Box 128
Port Aransas, Texas 78373

Gentlemen:

In reference to the utility services contract, dated August 11, 1971, between the Government and your District, it is our desire to have provided domestic water and fire protection to the Aransas Laboratory complex.

It is understood that for a charge of \$400, including a \$50 deposit, you will install in place a 1½-inch water meter complete.

The exact timing of the installation should be coordinated with our on-the-site Inspector, Mr. H. St. Clair.

As soon as the installation has been completed, forward the billing to this office for our immediate processing.

If you have questions please do not hesitate to telephone.

Sincerely yours,
Tom Reed
Project Engineer

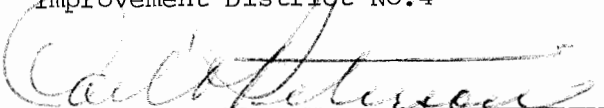
Letter from AWWA requesting \$75.00 to build new building in Colorado. H. L. Ward made motion to give \$75.00. Andy Dallas seconded. Motion carried. Copy of letter attached.

20" line easements are progressing. Dr. Orr and Gammage have not been located. Mr. Farley is dickering with Jack Tarrant for their easements.

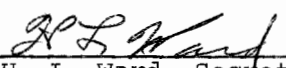
H. L. Ward made motion to have election for two new members. Joseph Belcher seconded motion. Motion carried. Board gave Mr. Farley a free hand to get election judges and clerks.

There being no further business to come before the Board at this time, upon motion duly made and seconded, the meeting was adjourned.

Nueces County Water Control &
Improvement District No.4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

MINUTES OF
REGULAR MEETING

November 8, 1972

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 8th day of November, 1972, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell

Visitors:

Manager	Don Roy Farley
Water Supt.	Gail Holman
Engineer	Obie Etheridge
Lawyer	Dick Hatch

Absent:

Director	Joseph Belcher
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Meeting was called to order at 7:00 P.M. with the reading of the minutes of the previous meeting. Minutes were approved.

Mr. Etheridge reviewed the installation of safety switches at lift stations and told the Board that Middleton Electric had been contacted for a price on the installation.

Dick Hatch went over the plans of Mr. Kluge's Whispering Sands Subdivision. Mr. Hatch said even though the street through this subdivision is not dedicated, if the present plat was filed, it would be legal.

Letters requesting easements from about 14 land owners were reviewed. Of all these only two of them have been heard from. These easements are for the 10" ~~20"~~ line to the tower to provide water ~~to the tower~~. In a letter to Dick Hatch, Mr. Knight had some inquiries concerning the use of the land over the line, what services could he receive from these lines. Mr. Hatch is going to answer his questions. The rest of the easements were reviewed by Mr. Hatch and Obie Etheridge.

Mr. Hatch got a copy of the agreement from the Corp of Engineers permit issued in 1959 for the District to lay the 8" line. It states that at a time they specify it will have to be removed. The time is now. Mr. Hatch is going to contact the Corp of Engineers for a copy of the 4" line permit. Mr. Etheridge presented the Board a drawing of what had to be done to the 12" line when these other lines are removed.

The subject of the Great Western and additional improvements to section III was discussed. Great Western hopes to get their line under contract by December or January. A long discussion followed. Mr. Etheridge suggested that the 20" line to the tower be acquired as soon as possible for the city (at present) services now. A rough estimate of laying the 20" line to the tower was given by Mr. Etheridge as \$100,000.00 or \$110,000.00.

Mr. Hatch suggested that Buddy Cage be contacted about the amount of taxes the University would pay and see if they want to contribute some of this amount to the Water District or if not, look into the possibility of raising their water rates.

McCaughan & Etheridge received a bid of \$24,256.00 for the lab building. Our share would be \$10,915.20, the Grant from EPA would pay the rest. This could be done by adding a change order to the present contract. Mr. Etheridge suggested a loan from the bank as our share. Mr. Farley is to inquire at the bank and if the loan is okayed at the bank the following will stand; H. L. Ward made the motion to approve the change order in the amount of \$24,256.00 to add the Lab Building, if the EPA approves. Andy Dallas seconded. Motion carried.

Mr. Farley notified the Board that permission had been granted from State Department to raise manholes on Park Road 53.

The subject of a new address-o-graph came up. Carl Castell made the motion that the Pitney Bowes Co. come over, set up the machine and if it does what we want ---buy it. Andy Dallas seconded. Motion carried unamously.

The tap to the Marine Game and Fish Building and the University were discussed and Mr. Farley brought the Board up to date on the latest developments on each. Mr. Ward made the motion to go along with Mr. Farleys recommendation. Andy Dallas seconded. Motion carried. Mr. Farley is instructed to notify the University that they must go to a 6" line if they intend to put in fire plugs.

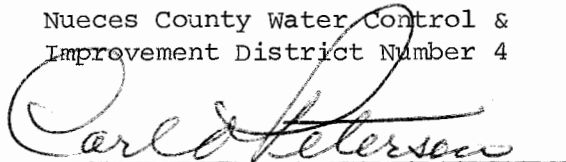
The Sunday Villa wanted a price per tap on water. The Board agreed to a cost plus figure on the first tap and then go from there, with the idea of making all 16 at one time.

The subject came up concerning a tapping machine-the price of 6" tapping machine would be \$2,565.00. Tabled.

The subject of sewer taps on beyond where the line stops, next to it, the customer wanting the tap pays the difference.

There being no further business to come before the Board at this time, upon motion duly made and seconded, the meeting was adjourned.

Nueces County Water Control &
Improvement District Number 4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

MINUTES OF
REGULAR MEETING

October 25, 1972

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On This the 25th day of October, 1972, the Board of Directors for the Nueces County Water Control and Improvement District No. 4., convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell

Absent:

Director	Joseph Belcher
President	Carl Peterson

Visitors:

Lawyer	Richard Hatch
Manager	Don Roy Farley
Water Supt.	Gail Holman
Engineer	Obie Etheridge
Engineer	Frank McCaughan

Meeting was called to order at 7:15 P. M. with the reading of the minutes of the previous meeting. Minutes were approved.

Letter from Corps of Engineers was read by Don Roy Farley concerning the deepening of the ship channel. A long discussion followed. Decker Jackson First Southwest Co., General Telephone also use this line and Mr. McCaughan suggested that it be a joint venture for all concerned to remove this line. Richard Hatch is to check into this and let us know. Letter follows:

17 October 1972
SWGCO-RS, W-N-243-41-PERMIT-4434
Mr. S. H. Laws
President
Nueces County Water Control &
Improvement District No. 4
Port Aransas, Texas 78373

Dear Mr. Laws:

Reference is made to the Department of the Army permit dated 22 June 1959 authorizing an 8-in pipeline in Redfish and Corpus Christi Bays central to a point about 4 miles southeast from Aransas Pass, Texas.

Advertisement for bids to improve the Corpus Christi Ship Channel to 45 by 600 feet in the vicinity of your pipeline is scheduled for March 1973. You are required to relocate your pipeline to a minimum depth of 64 feet, mean low tide Corps of Engineers datum, for a horizontal distance of 650 feet, centerline of and perpendicular to the improved channel. The pipeline under the side slopes of the channel must be on a gradient not steeper than one vertical on three horizontal.

Relocating the pipeline will be at no expense to the Federal Government. An application for a permit to authorize the relocation should be submitted and approved before the work has to be done. You should also confer with the Nueces County Navigation District about future enlargement of the Corpus Christi Ship Channel.

Sincerely Yours,
WILLIAM G. NEELY
Chief, Permit Branch

Notice was received that \$64,400.00 from E. P. A. for sewer improvements will be forth coming in about 30 days.

New controls for plant and lift stations were discussed. Obie Etheridge said - a safety device should be installed to shut off the power to enable work to be done on the controls. He whould be able to come up with a price shortly.

Caliche will not be used to do the street work on 11th St. Mr. Gregg had told Don Roy Farley he wanted to make a deal with Island Construction to to this work. Ralph Burrows will inspect.

Frank McCaughan is in the process of obtaining a price from Black Construction concerning the lab at the Sewer Plant.

Letter was read from E. P. A. concerning contract changes. Copy attached.

Sunday Villia, the disconnected condominium was discussed. The Subject of the sewer taps came up...should we charge a sewer tap fee for each connection? Each house will be charged a water tap when meter is installed. They purchased manhole and constructed own sewer line which they own. The Board agreed that the sewer line should be tested before it was accepted...then go from there.

Mr. Etheridge and Frank McCaughan presented the Board with an areial view of Port Aransas. This gift will be on display in the Water District Office.

Mr. Etheridge presented Don Roy Farley with a map showing what the Highway Department plans for the Cut-Off Road. He left it with Don Roy Farley.

Frank McCaughan presented a plan to improve the facitities at the pump station. The capacity of this improvement would pump 1600 gal. per min. These improvements are designed to let 2 pumps handle the small load on winter nomths but in the peak summer months all four pumps would kick-in. This would probably take care of the growth for the next five or ten years.

The above business was taken care of first so Mr. Hatch, Mr. Etheridge and Mr. McCaughan could leave.

Letter from Mr. Gallagher to Don Roy Farley, (Copy ~~attached~~) follows. Don Roy is to contact Blue Cross, Blue Shield and inquire about insurance. Also Etna Insurance.

Mr. Don Roy Farley
Nueces County Water Control #4
Box 128
Port Aransas, Texas

Dear Mr. Farley:

The following is an explanation of your application for group insurance as provided by your employer:

Issued \$4,000 Life Ins. monthly premium \$3.04

Declined Medical conveage monthly premium 12.35

Inview of the fact that you were declined on the medical coverage as provided by the group insurance, your employer may wish to compensate you in the amount of \$12.35 per month in lieu of this medical coverage.

In order that the \$12.35 would not be taxable income to you, possibly they might entertain the idea of using this amount per month toward purchase of a government savings bond which in turn you could use in the future to help offset any medical expense you might incur.

If I can be of further service in any way, please advise.

Sincerely,
R. W. Gallager

Letter from City, concerning the crossing of streets and repairing same when we tear them up. Board agreed to requirements. (Copy attached)

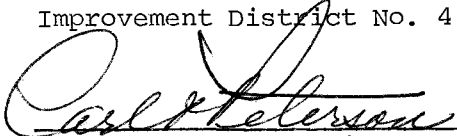
Mr. Farley read the work report, giving progress report on all construction phases, manholes being raised, lines to Executive Keys will be inspected also lift station.

Phone call from Mr. Reed, Fish and Wild Life. Mr. Farris now wants to purchase a 3" meter and install it down there. Carl Castell made motion to install a 3" Compound and replace the 1½ meter in there now. Plus \$400.00. H. L. Ward seconded. Motion carried.

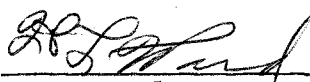
The subject of Tropic Isle and 2 meters with \$250.00 deposit on each came up. The new manager would like to know if he could get by with one deposit. The board ruled that a deposit has be be put up for each meter.

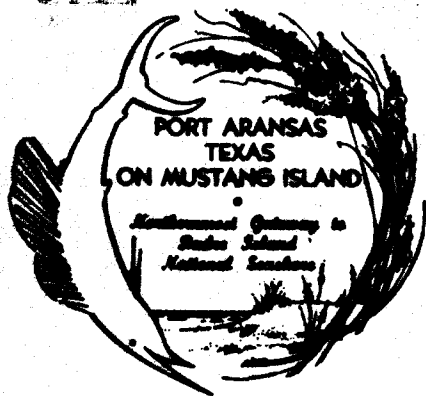
There being no further business to come before the Board at this time, upon motion duly made and seconded, the meeting was adjourned.

Nueces County Water Control &
Improvement District No. 4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary



CITY OF PORT ARANSAS

P. O. Box 397

Port Aransas, Texas 78373

October 16, 1972



Nueces County Water District #4
P.O. Box 128
Port Aransas, Texas

Gentlemen:

At a Regular Meeting of the City Council of the City of Port Aransas on October 10, 1972, it was agreed that a letter serving as a reminder be sent you of the enclosed Ordinance and Resolution, and that City Council is to be advised according to resolution before any street, easement or right of way is excavated.

Sincerely,

Barney Farley, Jr. Mayor
CITY OF PORT ARANSAS

BF/ns

Enc.

THE STATE OF TEXAS

CITY OF PORT ARANAS

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Letha Manchon, City Secretary of the City of Port Aransas, Texas, who after being by me duly sworn deposes and says:

That the aforesaid is a true and correct copy of Notice of City Officers Election giving notice of the election therein mentioned, and that I posted a true and correct copy of said Notice of City Officers Election at each of the following places, to-wit:

U.S. Post Office, City Office and Community Building, within the boundaries of said City on the 9th day of February, 1962, which posting was done not less than 30 full days prior to the fixed for said election.

I further certify that I delivered a copy of the order for the Officers Election to each of the persons appointed Presiding Judge in said order of said election.

WITNESS MY HAND this the 9th day of February, 1962 .

Mrs. Letha Manchon
Mrs. Letha Manchon, Secretary

Sworn to and subscribed before me this the 9th day of February, 1962.

C.W. Moore, Notary Public

In and for Nueces County, Texas.

The Mayor presented to the Board of Commissioners a Resolution, granting the Nueces Water Control and Improvement District No. 4 a franchise for the installation of a sewer system. Upon careful study and consideration, Commissioner Studeman made motion that the franchise be granted. Commissioner Borup seconded the motion and it was carried by the following vote:

AYES:	Mayor Tarrant, Commissioners Studeman and Borup
NOES:	None

The Resolution is as follows:

AN ORDINANCE PERTAINING TO THE LAYING OF UTILITIES OF ANY TYPE IN THE STREETS OR ALLEYS IN THE CITY OF PORT ARANSAS, TEXAS; AND TO THE IMMEDIATE REPAIR OF ANY STREET OR ALLEY WHICH HAS BEEN CUT, DITCHED OR EXCAVATED BY ANY PARTY OR UTILITY COMPANY.

WHEREAS; The City of Port Aransas is experiencing a steady growth and some types of utilities are now servicing the City and

WHEREAS; more franchises for utilities now and in the future will be issued by the City and

WHEREAS; bonds have been voted favorably by the citizens for fresh water and sewerage systems to be installed in the City and

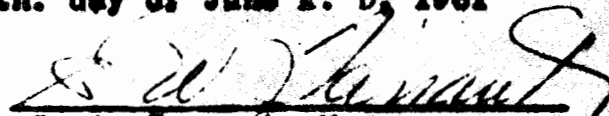
WHEREAS; the water system is in the process of completing its system and the sewerage system is to be started almost immediately and


WHEREAS; it is vitally important that all utilities of any type laid in the City streets or alleys be placed at a proper depth so that the normal City street improvements, repairs and drainage can be developed and maintained and

WHEREAS; it is necessary that any cut, ditch or excavation in across or along any street or alley by any party or company be repaired to its original condition at once, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PORT ARANSAS, TEXAS, that any utility lines of any type must be buried with a minimum coverage of Thirty (30) inches and all streets or alleys cut, ditched or excavated in any manner by any person, party or company must be restored to its original condition at once.

PASSED AND APPROVED this the 8th. day of June A. D. 1961


R. W. Farrant, Mayor


Henry Studeman, Commissioner


C. S. Borup, Commissioner

ATTEST


Mrs. Letha Manchen, City Secretary

RESOLUTION NO. 1, AN ORDINANCE GRANTING THE RIGHT AND FRANCHISE TO USE AND OCCUPY AND THE NECESSARY RIGHTS OF WAYS IN AND UPON THE STREETS, ALLEYS, AVENUES AND OTHER THOROUGHFARES OF THE CITY OF PORT ARANSAS, TEXAS, GRANTING A FRANCHISE TO NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4.

This 7th day of February, 1962, at a special session of the City Commission of the City of Port Aransas, Texas, held at 5 o'clock p.m. at the City Hall in the City of Port Aransas, Texas, came on to be considered the Application of Nueces County Water Control and Improvement District No. 4, a political subdivision of the State of Texas, for the right and franchise to use and occupy and the necessary rights of ways in and upon the streets, alleys, avenues and other thoroughfares of the City of Port Aransas, Texas as set out on the attached Project Location Plan, for the purpose of constructing, operating and maintaining a sewage disposal system, including all sewerlines and all connections thereto, for the collection, transportation, processing, disposal and control of all domestic, industrial communal waste, whether of fluids, solids, or composites, and to gather, conduct, divert and control local storm waters or other local harmful excesses of water as provided by law.

Upon motion by Mr. Studeman, seconded by Mr. Borup, and upon the question being called, the following Resolution was unanimously adopted by the City Commission of the City of Port Aransas, Texas, approving the Application of the Nueces County Water Control and Improvement District No. 4 and granting the right and franchise to use and occupy, and the necessary rights of ways in and upon the streets, alleys, avenues and other thoroughfares within the City of Port Aransas, Texas, for the purposes aforesaid, subject however to the following terms, stipulations and contract.

(a) Nueces County Water Control and Improvement District No. 4 binds and obligates itself and any officer, employee, contractor, sub-contractor, agent or other party working for and on behalf of the District, to restore that portion of any street, alley, avenue and other thoroughfare within the City of Port Aransas, Texas, upon which a cut or excavation is made for the purpose aforesaid, to the condition existing prior to the making of such cut or excavation thereon; and

(b) In any and all contracts made for and on behalf and in the name of Nueces County Water Control and Improvement District No. 4 whereby a cut or excavation shall be made in and upon any of the streets, alleys, avenues, and other thoroughfares in the City of Port Aransas, Texas, for the construction, operation and maintenance of the sewage disposal system including all sewerlines and all connections thereto, the District shall require such contractor, sub-contractor, agent or other party to be fully

such cut or excavation thereafter, whether permitting, and to compact shall at least six inches in depth upon such backsill bringing the grade of the cut or excavation to the level existing on such street, alley, avenue or other thoroughfare prior to such cut or excavation and thereafter within a reasonable time to restore that portion of such street, alley, avenue or other thoroughfare to the condition existing prior to the making of such cut or excavation.

(c) In the event Nueces County Water Control and Improvement District No.4, its officers or employees, contractors, sub-contractors, agents or other parties fail or refuse to comply with the requirements set out in the preceding two paragraphs within ten (10) days after being notified in writing of the violation thereof by the Mayor or other officers of the City of Port Aransas, Texas, then in such event, the City Commission shall cure default or violation and Nueces County Water Control and Improvement District No.4 binds and obligates itself to reimburse the City of Port Aransas, Texas, for the reasonable expenses incurred in this connection.

(d) All sewerlines and connections thereto comprising a part of the sewage disposal system shall be installed only upon the streets, alleys, avenues and other thoroughfares as set out in the attached Project Location Plan which hereby approved and ordered filed in the office of the City Clerk of the City of Port Aransas, Texas.

(e) The City Commission of the City of Port Aransas, Texas, shall be advised of all changes in the Project Location Plan and any extensions and additions to the sewerlines or the connections thereto by the filing with the City Clerk of the City of Port Aransas, Texas, of additional Plat (s) reflecting same and of all such proposed work shall be subject to the terms, stipulations and contracts herein contained.

(f) The rights and franchise to use and occupy and the necessary rights of way in and upon the streets, alley, avenues and other thoroughfares of the City of Port Aransas, Texas, shall continue in effect for a term of fifty (50) years from the date hereof subject to the provisions of the last paragraph contained herein.

(g) Nueces County Water Control and Improvement District No.4 shall have six (6) months from and after the passage of this Resolution within which to accept this franchise and to begin construction of its sewage disposal system including all sewerline and connections thereto; provided that in case of non-acceptance hereof or of a failure to begin construction within twelve (12) months from the date of the adoption

of this Resolution, the franchise and rights hereby granted shall become void and shall be forfeited to the City of Port Aransas, Texas.

APPROVED, ORDERED AND SIGNED this 7th day of February, 1962.

CITY OF PORT ARANSAS, TEXAS

E. W. Tarrant
E.W. Tarrant, Mayor

Henry Studeman
Henry Studeman, Commissioner

C. S. Borup
C.S. Borup, Commissioner

ATTEST:

Mrs. Letha Manchen
Mrs. Letha Manchen, City Clerk of
the City of Port Aransas, Texas.

There being no further business to come before the Board, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

E. W. Tarrant
E.W. Tarrant, Mayor

ATTEST:

Mrs. Letha Manchen
Mrs. Letha Manchen
City Secretary

ENVIRONMENTAL PROTECTION AGENCY

REGION VI
1600 PATTERSON, SUITE 1100
DALLAS, TEXAS 75201

October 6, 1972



Mr. Don Roy Farley
President, Board of Directors
Nueces County Water Control and
Improvement District No. 4
P. O. Box 507
Port Aransas, Texas 78373

Re: WPC-Tex-695
Nueces County WCID

Through: Texas Water Quality Board

Dear Mr. Farley:

We are enclosing documents as indicated below for your
files:

One copy of Change Order No. 4 for your construction
contract with Slovak Brothers in the amount of \$590.00 of
which we consider \$0.00 eligible for Federal participation.
It increases the contract in the amount of \$590.00. The
current eligible amount is \$345,771.60.

Sincerely yours,



S. A. Russell, Jr., P.E.
Area Engineer
Office of Grants Coordination

Enclosure

cc:
Texas Water Quality Board
Reagan & McCaughan

CONTRACT CHANGE ORDER
NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4
PORT ARANSAS, TEXAS

Environmental Protection Agency
Office of Grants Coordination
Region VI, Dallas, Texas

PROJECT: SEWERAGE SYSTEM IMPROVEMENTS, W

CONTRACTOR: SLOVAK BROTHERS
P. O. BOX 5096
CORPUS CHRISTI, TEXAS 78405

WHICH ARE DOCUMENTS SUPPORTING A FEDERAL
CONSTRUCTION GRANT APPLICATION UNDER THE
PROVISIONS OF THE FEDERAL WATER POLLUTION
CONTROL ACT (33 USC 467) AS AMENDED, MAY BE
REVIEWED AND APPROVED WITH RESPECT TO
REQUIREMENTS.
REVIEWED BY [Signature] DATE 9/27/72

APPROVED BY _____ DATE _____

CHANGE ORDER NO. 4

August 30, 1972

DESCRIPTION OF CHANGE

Add an additional manhole with drop connection at Sta. 15 + 81 on Eleventh Street, to serve 34-unit apartment under construction.

Item	Description	QTY.	Price	Add
15	4' Diameter Manhole	1 Ea.	\$260.00	\$260.00
16	Extra Depth for Manhole	6 LF	30.00	180.00
17	Drop Connection	1 Ea.	150.00	150.00
TOTAL INCREASE				\$590.00

WORK INELIGIBLE UNDER PUBLIC LAW 92-500
ACCEPTED FOR FILE
9/27/72
[Signature]

PRESENT CONTRACT AMOUNT \$345,771.60
This Change Order + 590.00
REVISED CONTRACT AMOUNT \$346,361.60

RECOMMENDED BY [Signature]
SLOVAK BROTHERS, Contractor

8-31-72
Date

APPROVED BY [Signature]
McCAUGHAN & ETHERIDGE, Engineers

9-1-72
Date

ACCEPTED BY [Signature]
NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NO. 4

9-5-72
Date

APPROVED

Distribution by NCWC&ID #4:

3 copies to Environmental Protection Agency
2 copies to Slovak Brothers
1 copy to McCaughan & Etheridge
1 copy to District's File

TEXAS WATER QUALITY BOARD
SEP 14 1972

DATE: _____
BY: Nicholas W. Classen

MINUTES OF

REGULAR MEETING

October 11, 1972

STATE OF TEXAS X

COUNTY OF NUECES X

CITY OF PORT ARANSAS X

On this the 11th day of October, 1972, the Board of Directors for the Nueces County Water Control and Improvement District No. 4, convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Joseph Belcher
Director	Carl Castell

Visitors:

Manager	Don Roy Farley
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Meeting was called to order at 7:03 P.M. with the reading of the minutes of the previous meeting. Minutes were approved.

Mr. Farley read his report of activities which was in the form of a work sheet.

The Board gave their approval to give ^{Mercer} ~~Mercer~~ Co. about 200' of sewer pipe that they salvaged for us. Will leave the District about 1800' of re-usable pipe.

It was suggested by Mr. Farley that the District submit their plans in advance to the City whenever we plan any new developments. The Board agreed.

The subject of the Fire Hydrant at Bobby's was brought up. We billed the City for it, but it seems that the people that it would protect would pay for the connecting of it. The District's men and equipment installed the job. A letter is to be sent to Bobby Nelson, Tom O'Donnell and W. D. Gates (Previous owner of Nueport Inn). *Also Family Center*

Letter to Cactus Construction from McCaughan & Etheridge was read. (RE:

Work Order for Port Aransas Sewer Laterals)

October 5, 1972

Cactus Utility Company

P.O. Box 4228

Corpus Christi, Texas 78408

Gentlemen:

Transmitted herewith are two signed contracts on the subject project.

You are hereby authorized to proceed with construction of the project. You should therefore start construction within 10 days of the date of this letter and complete the project within 100 working days thereafter.

Mr. Sammy L. Ingram will be the resident inspector for this project.

Very truly yours,

McCaughan & Etheridge

By F. A. McCaughan, P. E.

Letter was read from McCaughan & Etheridge to Cactus Utility Co. (Re: Sewer Laterals in Port Aransas)

October 10, 1972
Cactus Utility Company
P. O. Box 4228
Corpus Christi, Texas 78408

Re: Sewer Laterals in Port Aransas
Nueces County Water Control & Improvement District No. 4

Gentlemen:

The District has decided to shorten the proposed 8" sewer in Sea Isle Drive, and in lieu thereof to add additional house connections at various places. You are therefore instructed to end the Sea Shell Drive line at a point 15 feet beyond the house connection for Lot 2, or at approximately Station 1 + 40, with an 8" V. C. plug. The inspector will designate the additional house connection locations.

Vary truly yours,
McCaughan & Etheridge
By Obie L. Etheridge, P.E.

Letter was read from McCaughan & Etheridge to Mr. Bath.

September 29, 1972
Mr. Kenneth Bath
Bath & Associates
804 Mesquite
Corpus Christi, Texas 78401

Dear Kenny:

Mr. Don Roy Farley, District Manager of Nueces County Water Control & Improvement District No. 4 at Port Aransas, has requested that we contact you regarding the controls for the water pumps at the Main Pump Station on the Island. They have been having problems with these controls and need to get them worked out to where they will function properly.

Transmitted herewith are prints of Sheets 2, 9, 10 and 11 of the original plans of 1959, and a copy of a report made by E. E. Wolters who was at that time working with Vener Engineers.

Mr. Middleton is a local electrical contractor in Port Aransas and is the one who the District generally uses during emergency conditions. He can probably tell you what problems they have encountered and what he has done recently. There have been a number of changes made in the system since the original 1959 drawings.

There are 3 pumps at the pump station. Pumps 1 and 2 are supposed to alternate and pump 3 was to be controlled manually. It is my understanding that the District would now like to have the controls such that pumps 1 and 2 would continue to alternate and pump 3 would automatically cut in if the need arises. You might check this with Mr. Farley.

There are tentative plans to change out the pumps in the not too distant future and also to construct a new line between the pump station and the elevated tank which will reduce friction losses and make a pressure type control system more workable than under the present conditions.

We will appreciate your assistance in this matter and if there is other data you need please let us know.

Very truly yours,
McCaughan & Etheridge
By F. A. McCaughan, P. E.

Letter from McCaughan & Etheridge was read concerning Sunday Villa about easements and such. This easement is to be forwarded to Dick Hatch for further study.

October 10, 1972

Mr. Don Roy Farley

NCWC&ID#4

P. O. Box 128

Port Aransas, Texas 78373

Re: Anchor Village Subdivision (194-PA-17)

Dear Mr. Farley:

We have just today received the copy of the condominium covenant filed today (County Clerk File No. 895636) for the Sunday Villas Association (Anchor Village Subdivision). The easements in question are dedicated therein, as well as the terms we had requested regarding maintenance of the interior sewers, rights of the District, etc. These are covered in Article IX, page 17, which you should review before filing it. We have not kept a copy of this agreement.

Very truly yours,

McCaughan & Etheridge

By Obie L. Etheridge, P.E.


Plat for Sea Island Subdivision was presented to the Board. Mr. Cobb says since he has gone to extra expense for Engineer and re-platting, he doesn't want to lay his share of a larger line (6") down Trojan St. Mr. Cobb hasn't presented a drawing and gotten approval from the Board at an earlier date. The Board decided to go ahead and lay the 6" line on their own. H. L. Ward made motion and Buddy Belcher seconded. Motion was carried.

A retirement policy was discussed. Mr. Farley was to contact Dick Hatch and tell him what we want and ask for suggestions.


Policies were brought up and discussed.

There being no further business to come before the Board at this time, upon motion duly made and seconded, the meeting was adjourned.

Nueces County Water Control &
Improvement District Number 4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

MINUTES OF

* * * * REGULAR MEETING * * * *

September 27, 1972

CITY OF PORT ARANSAS X
COUNTY OF NUECES X
STATE OF TEXAS X

On this the 27th day of September, 1972, the Board of Directors of the Nueces County Water Control and Improvement District No. 4 convened in a regular meeting, at the regular meeting place thereof, there being present an in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher

Visitors:

Manager	Don Roy Farley
Water Supt.	Gail Holman

Meeting was called to order at 7:05 P. M. with the reading of the minutes of the previous meeting. Motion was made by Andy Dallas, seconded by H. L. Ward to accept the minutes as read. Motion carried by all.

A discussion was held on the testing lab for the sewer plant. H. L. Ward made the motion to continue with the study of obtaining a loan from the Government and pursuing the idea of building the lab now. Andy Dallas seconded it.

It was decided to study the policies and the retirement fund would be discussed at the workshop meeting.

The topic of sewer leakage was brought up and a set of standards from McCaughan and Etheridge was read by Don Roy Farley.

SEWER SYSTEM LEAKAGE REQUIREMENTS
NUECES CO. W. C. I. D. #4
PORT ARANSAS

Standard Specifications used for Developers' Projects are modified as follows:

An infiltration test of the installed system will be required by Nueces County W.C.I.D. No. 4, to be conducted by the Contractor under the direction of the Developer's Engineer and an authorized representative of the District.

Maximum infiltration shall be 300 gallons per inch of diameter per mile per 24 hours, plus 75 gallons per day per manhole. Testing shall be conducted after backfilling is completed and groundwater has stabilized. Time of test shall be at least two hours.

The Contractor is advised that this is a strenuous leakage requirement.

McCaughan & Etheridge
District Engineers

The subject of extra sewer taps, other than those in the contract, about 13 houses. Cactus Utility will run lines for \$3.00 or more a foot which is less than a sewer tap of \$75.00. Motion to enter these in the contract was made by H. L. Ward, Seconded by Andy Dallas and was carried.

\$1,624.00 worth of sewer line is going to pick up one house in Bralley addition and go no where. The Board authorized Don Roy Farley to change this line over to a street to pick up several houses. Carl Castell made motion, H. L. Ward seconded. Motion was carried.

Locations that may be developed should be furnished with a "Y". Mr. Farley is to have the contractor look into this.

Mr. Farley brought it to the Boards attention that Cactus Utility Co. is responsible for putting roads and streets back in shape after the construction of the sewer laterals and for 1 year afterwards.

The subject of Ted Esquivil's salary came up and with it a long discussion. Carl Castell made the motion to raise Esquivil's salary to the same as John Nolan and John Cadena. Andy Dallas seconded it. Motion was carried. This will be effective Oct 1st., 1972. First raise will be in Oct. 15th. pay check.

Letter to the City of Corpus Christi was read concering a supply line up the island to supply water.

September 15, 1972
Mr. Marvin Townsend, City Manager
City of Corpus Christi
P. O. Box 9277
Corpus Christi, Texas 78408

Dear Mr. Townsend:

Nueces County Water Control & Improvement District No. 4, which serves the Cith of Port Aransas and property owners on a portion of Mustang Island, has been experiencing a very rapid development, particularly toward the southern part of its District.

The District now purchases water from the San Patricio Municipal Water District and plans to continue to do so in the future. Present peak requirements are over 20 million gallons per month. However, with the extensive forecasted development the need for a dependable alternate source is becoming apparent, and we would like for the City of Corpus Christi to include in its overall Master Plan for water service the possibility of our District securing additional water in the future from the City of Corpus Christi at a source on Padre Island.

It is anticipated that the summer requirements from Corpus Christi would be in the following range, and that year round usage rates would be prorated between the two sources:

1977	5 million gallons per month
1982	10 million gallons per month
1987	15 million gallons per month
1990	25 million gallons per month

We feel it will be to our mutual benefit to have reached general accord on the principle of this matter, so that further planning and negotiations will have direction. It would be appreciated if we can receive an expression from the City of Corpus Christi regarding this.

Very truly yours,

NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NO. 4

By _____
Don Roy Farley, District Manager

A copy of a study made by McCaughan and Etheridge concerning the supply and demand for future years was examined by the Board along with recommendations to handle an increasing demand for water. A long discussion followed.

A copy of letter concerning the strength and proof of pipe that Cactus Utility Co. is unloading for the lateral sewer line was read.

September 26, 1972
Cactus Utility
P. O. Box 4228
Corpus Christi, Texas 78408

RE: Sewer Laterals, NCWC&ID#4, Port Aransas

Gentlemen:

It has come to our attention that the sewer pipe delivered for the above project is not properly marked and identified as required by the specifications. Please review Par. B-2 in this connection, and provide us with adequate proof of the pipe wall thickness or SDR and strength. For that already delivered, we will accept the affidavit of the dealer stating the required information, but request that future shipments have Manufacturer's Markings as required, so that our inspector can verify that the specified pipe thickness is being provided.

The District is processing the final contract documents, and we expect that a Work Order will be issued within a few days. We must remind you, however, that the pipe delivered may not be used until we have received satisfactory information as mentioned above.

As we generally close out our books for partial estimates about the 25th of each month, you should not expect a partial payment on the basis of pipe on hand this month.

Very truly yours,

McCaughan & Etheridge

By _____
Obie L. Etheridge, P. E.

Letter was read from Mr. Black concerning Mr. Sprague inspection.

September 22, 1972
Mr. R. S. Black
P. O. Box 6385
Corpus Christi, Texas 78411

Re: Nueces County WC&ID #4 Sewerage System Improvements
WPC-TEX-695

Gentlemen:

We wish to advise you of the outcome of an inspection of the sewage treatment plant project made by Mr. N. A. Sprague of the Texas Water Quality Board on September 21, 1972, in company with me and Mr. Farley. The following corrective work will be required:

1. Four additional areas on the west half of the tank are to be given physical repairs because of continued excessive leakage.
2. After the tank is drained and allowed to dry, the entire interior face of the outer circular wall plus all patches on the interior walls are to be sandblasted and sealed with a waterproof plastic material to seal the wall against leakage and the deterioration it causes. Mr. Sprague is going to mail back to me the information on what materials they are requiring in other such cases. We will not agree to substitutions.
3. While we have never given written authorization for you to install the equipment, because of the tank not being accepted, we have not detained you from doing so. However, because of the apparent lack of fit of the torque tube with respect to the center cone, we are now specifying that no modifications

are to be made to the equipment, and none of the clarifier mechanism is to be installed, until a representative of WASP is on the job to supervise getting it straightened out.

4. The long crank handles on the air valves cannot be operated from the bridge in a safe manner. Please ask WASP to make some other arrangement here, possibly hand wheels, and provide some kind of indicator for position of opening or closing.
5. Continued failure to provide the completed Operation & Maintenance Manual will give the State cause to discontinue further payments, and the District will feel justified in doing likewise.

We will forward the information on the sealer to you as soon as we receive it.

Very truly yours,

McCaughan & Etheridge

By Obie L. Etheridge, P. E.

Letter was read from District Engineers concerning San Castle construction.

September 14, 1972
Urban Engineering
P. O. Box 6355
Corpus Christi, Texas 78411

Re: San Castle Subdivision
Nueces County WC&ID #4

Gentlemen:

Please include the attached standard leakage test requirements in your plans and specifications for this and other sewer projects in the District's service area.

As discussed with you on the phone, we will plan for an 8" stub placed at the same elevation as our 8" sewer, with the additional manhole to be located 24 feet south of the centerline of your newly constructed road. The cost of the manhole, to be paid to the District at this time, will be \$360. for the manhole and the 2 L. F. extra depth. We will expect to receive from you soon 2 copies of the recorded plat and 3 sets of your water and sewer plans and specifications.

Very Truly yours,

McCaughan & Etheridge

By Obie L. Etheridge, P. E.

Letter was read from Urban Engineering concerning lines for Great Western.

September 14, 1972
Urban Engineering Company
P. O. Box 6355
Corpus Christi, Texas 78411

Re: Great Western Water Line

Gentlemen:

You have received a sketch from us indicating a suggested route along Station Street for the Great Western water line, connecting into the water tank from Avenue C. The District has now leased to the City of Port Aransas the lots lying between the tank and Avenue C, for a fire station, and it will be necessary to avoid this location for the water line.

Very truly yours,
McCaughan & Etheridge, P. E.

By Obie L. Etheridge, P. E.


School for waste water in Corpus Christi, \$12.00 entry fee. Mr. Farley will attend. Begins October 12, 1972.

H. L. Ward made motion to by Mercury switches for Barr's lift station. Andy Dallas seconded it. Motion was carried.

Since the state is going to widen Ave. G., another review of the new pipe line is in order.


There being no further business to come before the Board at this time, upon motion duly made and seconded, the meeting was adjourned.

Nueces County Water Control &
Improvement District Number 4



Carl Peterson, President

ATTEST:



H. L. Ward, Secretary

MINUTES OF

* * * * REGULAR MEETING * * * *

September 13, 1972

CITY OF PORT ARANSAS X

COUNTY OF NUECES X

STATE OF TEXAS X

On this the 13th day of September, 1972, the Board of Directors of the Nueces County Water Control and Improvement District No. 4 convened in a regular meeting, at the regular meeting place thereof, there being present and in attendance the following members:

	President	Carl Peterson
	Vice President	Andy Dallas
	Secretary	H. L. Ward
	Director	Carl Castell
Absent:	Director	Jospeh Belcher
Visitors:	Water Sup't.	Gail Holman
	Manager	Don Roy Farley

Meeting was called to order at 7:03 PM., with the reading of the minutes of the previous meeting being read and approved.

The City has asked for a meeting with the Water Board and Financial advisor and lawyer. Mr. Farley contacted Barney Farley about the reason for the meeting. The subject of the joint meeting of City and Water District is to merge the City and Water District. Mr. Don Roy Farley said the information should be obtained before the District goes to the expense of bringing Janecek and Huguenin here. This would only include the area in the City limits, and all revenue would go to the City, leaving the District to get the revenue from outside the City limits only. Mr. Don Roy Farley and Mr. Barney Farley will get together on extensions and confer with Janecek and Bryce & Huguenin or Mr. Don Roy Farley will obtain the information and have a letter written to the City on rather it can or can not be done.

Mr. Don Roy Farley presented a preliminary plan on a room at the sewer plant that could be used as a testing lab so the boys can do their own sewer tests. Lab equipment building and all would run about \$7,200.00. A Loan could be obtained from State for the amount of \$4,000.00. After much discussion Carl Castell asked Mr. Farley to check the figures again and obtain a few estimates rather than decide right away. Tabled.

Letter to Urban Engineering and Great Western concerning new lines for Great Western. Mr. Farley has been in touch with Buddy Cage who is working on easements at the present time and will inform us as well as Dick Hatch.

August 25, 1972

Urban Engineering Company
PO Box 6355
Corpus Christi, Texax 78411

Re: Great Western Development
Nueces County Water Control & Improvement Ditriect No. 4

Attn: Mr. Harold Shearer

Gentlemen:

A preliminary review has been made of the relative merits of the possible alternate routes for the sewage force main and water transmission line to serve the Mustang Island development by Great Western. It is our belief

that the water line should continue straight through on the extension of Station Street, leaving Park Road 53 in the vicinity of the Cemetery, and that the sewage force main should cross the highway at about the same point, and follow existing right-of-way and easements to get to the plant. Some juggling of the water line route near the Cemetery might prove necessary.

I have discussed these thoughts with the District Board and they concur. We have prepared a route sketch (copy attached) which will be used as a work sheet to start research on ownership, etc., for the easement acquisition process. This will start soon.

We believe the selection of Station Street will reduce your client's expense considerably, as we believe there are very serious complications involved in trying to stay on Park Road 53 and Alister Street all the way in.

If you see problems connected with this route, please let me know and we can get together and discuss them.

Very truly yours,

McCaughan & Etheridge

Letter from Engineers to Mr. Black was read to the Board:

August 24, 1972

Mr. R. S. Black, Contractor
PO Box 6385
Corpus Christi, Texas 78411

Re: Nueces County Water Control & Improvement District No. 4
Sewerage System Improvements

Dear Mr. Black:

At the regular meeting of the District Board on August 23, the Board reviewed our letter of August 17, 1972 to you regarding the condition of the treatment unit structure. We informed them of your conference with us on August 22. It was the opinion of the Board that our letter correctly reflected their own concern as to the quality of the work, and we were instructed to continue to require the repair of the cracks, until we could report that the unit is in first class condition. There was reluctance on their part to pay further partial payments, pending acceptance of the structural work, for which you have already received payment.

Therefore we suggest that you continue to repair all visible defects, without making "this crack" or "that crack" a matter of decision for us. As I discussed with you on the phone this morning, we will not necessarily try a rubbing procedure. We will attempt to judge the remainder of your work on its as-completed state. We will endeavor to be reasonable and fair in determining when the work is in a condition that we can recommend for acceptance.

Very truly yours,

McCaughan & Etheridge

Report on Delinquent bills, written off by the Auditor, was given by Mr. Farley. Certain rent properties seem to be a problem. Two-thirds of these properties written off were island residents, one-third having an out of town address. Mr. Farley recommends that a list be made and suggested some other steps be taken which the board pretty well agreed to, but a further study is to be made.

Study of interceptor line from Lift Station on Ave. G to sewer plant prepared by McCaughan and Etheridge, suggesting a new clay pipe layed parrallel to the existing line at a cost of \$96,000, stating that a Federal Grant may be obtained and we would pay \$43,000. It was decided that McCaughan and Etheridge take preliminary steps toward this goal. Motion was made by H. L. Ward and Seconded by Carl Castell. Carried.

Mr. Don Roy Farley will contact Mr. Burrows as to what pipe and joints and clean out plugs will be required as for as inspection for City Building Code is concerned.

The ~~quest~~ question was brought up about taking the new truck and having it treated with Z Barr for the cost of \$96.00. Carl Castell made the motion and H. L. Ward seconded it. Carried.

Letter was read to the Board from Maverick Engineer from McCaughan & Etheridge concerning easements at Anchor Village or Sunday Villa,

September 12, 1972

Maverick Engineering Company
PO Box 78408
Corpus Christi, Texas 78408

Re: Anchor Village, Nueces County Water Control &
Improvement District No. 4

Gentlemen:

We return herewith for revision Sheet 4 of your plans showing water and sewer improvements for the above subdivision. Corrections required are noted. The most notable corrections required are: move one section of sewer out of the water line easement, extension of your sewer all the way to the manhole in Eleventh Street with a vertical curve, addition of our leakage requirements (2 copies attached), and an outline of the pipe specs on the drawing. We also return the remainder of the two sets of plans so you can insert the new prints. We will retain the specifications, as we found no corrections needed.

In the future, you might save a few days by submitting construction plans directly to us, rather than to the District office, two sets if you do not need an approved copy, three sets if you do.

Before releasing this project for construction, we will want a copy of the recorded condominium agreement, which dedicates the additional easements and sets forth the future maintenance obligations.

Very truly yours,

McCaughan & Etheridge

A visit to Atlee Cunningham as to prospects on a water line up the island and then a visit to San Pat water District will be in order as to a promise of water in the future.

The subject of broken meter boxes was brought up and discussed and H. L. Ward made a motion to try to collect for damages as much as possible. Andy Dallas seconded it. Carried.

The changing of meter sizes came up and the Board decided each case would be judged seperately.

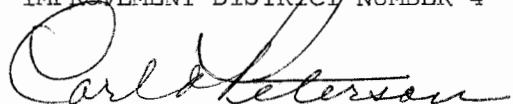
Mr. Farley reminded the Board about the copies of Policies and the fact that they need to be reviewed. It will be brought up at a workshop meeting possibly to be held an hour before the regular meeting.

A retirement fund was discussed but nothing definite was decided.
Mr. Farley will investigate further.


Carl Castell made a motion to borrow money from Island State Bank to pay Slovak Estimate for August (Copy of Resolution is attached and becomes a permanent part of these minutes.

There being no further business to come before the Board at this time the meeting was adjourned.

NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NUMBER 4


CARL PETERSON, President

ATTEST:


H. L. Ward, Secretary

Has been repaid.

Interest - 26.00

Made \$2,125. interest
of C.D.

Reinvest remainder
should make
\$166.00 more.

RESOLUTION AND ORDER AUTHORIZING EXECUTION AND DELIVERY OF NOTE
PAYABLE TO ISLAND STATE BANK, PORT ARANSAS, TEXAS, TO EVIDENCE
INDEBTEDNESS

On the 13th day of September, 1972, the Board of
Directors of Nueces County Water Control and Improvement District
Number 4 convened in Regular session being open to the
public at the regular meeting place thereof in said District,
with the following members of the Board present:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H.L. Ward
Manager	Don Roy Farley
Director	Carl Castell

and the following absent:

Director	Joseph Belcher
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, constituting a quorum; and among other proceedings had were
the following:

The President of the Board presented a resolution and order
authorizing execution and delivery of a note payable to Island
State Bank, Port Aransas, Texas, to evidence indebtedness of the
District to said bank when \$ 13,000.00 is borrowed for the
purpose of obtaining funds to be used as follows:

Contractors and Engineers estimate on sewer contract.

The resolution and order was read in full and, after full
discussion thereof, Mr. Carl Castell made a motion that
it be adopted. The motion was seconded by Mr. Andy Dallas.
The motion, carrying with it the adoption of the resolution and
order, prevailed by the following vote:

Ayes: All

Nayes: None

The President then declared the resolution and order finally
passed and adopted.

The resolution and order is as follows:

WHEREAS, Nueces County Water Control and Improvement District No. 4 needs to borrow \$ 13,000.00 from the Island State Bank, Port Aransas, Texas, for the purpose of obtaining funds to be used as follows:

Contractors and Engineers estimate on sewer contract.

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4:

Section 1: The President of the Board is hereby authorized to borrow from the Island State Bank, Port Aransas, Texas, \$ 13,000.00 for the purpose of obtaining funds to be used as follows:

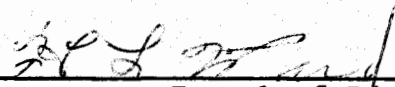
Contractors and Engineers estimate on sewer contract.

and to execute and deliver to said bank a promissory note as prepared by the said bank to evidence the indebtedness, the form of said note and terms of payment being hereby approved.

Section 2: The money so borrowed from said bank shall be deposited in the appropriate District account and used for the purpose set out above.

I, the undersigned, Secretary of the Board of Directors of Nueces County Water Control and Improvement District Number 4, do hereby certify: That the foregoing resolution and order was duly passed and approved and is in full force and effect. Witness my hand and seal of office this the 13th day of September, 1972.

(seal)



Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

MINUTES OF

* * * * REGULAR MEETING * * * *

August 23, 1972

CITY OF PORT ARANSAS X
COUNTY OF NUECES X
STATE OF TEXAS X

On this the 23rd day of August, 1972, the Board of Directors of the Nueces County Water Control and Improvement District NO. 4 convened in a regular meeting, at the regular meeting place thereof, there being present and in attendance the following members:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H.L. Ward
Director	Buddy Belcher
Director	Carl Castell

Visitors:

Outside Sup't.	Gail Holman
Manager	Don Roy Farley
Attorney	Dick Hatch
Engineer	Obie Etheridge

Meeting was called to order at 7:08 P.M., with the reading of the minutes of the previous meeting being read and approved.

The following letter was read to the Board:

August 17, 1972

Mr. R. S. Black, Contractor
P.O. Box 6385
Corpus Christi, Texas 78411

Re: Nueces County Water Control and Improvement District No. 4
Sewerage System Improvements

Dear Mr. Black:

An inspection of the concrete structure of the new treatment unit at Port Aransas was made on Wednesday, August 16, by Mr. McCaughan and me, and we wish to report to you on the problems found.

The watertest has continued to spotlight a number of cold joints, voids, and cracks in the concrete, and excessive seepage through from tie holes which were not cut back sufficiently. We are fully aware that some shrinkage cracks might be expected in large concrete walls, but are of the opinion that almost all of the significant cracks and joints found in our inspection were the result of poor workmanship in the mixing, placing, compaction, and curing of the concrete. We are forced to adopt an attitude of great concern over the poor quality of the concrete work for the following reasons:

- (a) Continued transmission of water through the cracks will endanger the integrity of the steel reinforcing, thus in time causing a loss of structural strength.
- (b) Loss of water through the outer wall will tend to soften the backfill and the foundation soil.
- (c) Loss of water through the outer wall will create a very unsatisfactory appearance and cause a loss of

confidence on the strength of the structure on the part of the District Board and the general public.

- (d) We cannot place any reliance on a supposition that the cracks will heal themselves. While much of the water leakage may stop in time, the above points are still valid.

As of the time of our inspection, we found the tank to be in an unacceptable condition. We do not feel that our inspection and supervision procedures have contributed to your problems, but attribute the defects largely to your choice of pouring the walls full height, failure to provide sufficient crane capacity for concrete placement, failure to provide adequate vibration, and failure to apply adequate curing to minimize shrinkage due to moisture loss. We also disapprove of your use of Thompson's Water Seal on the walls without notice to us or our approval, as we feel it will mask more serious problems until it is too late to correct them and might interfere with repairs.

As he reported that you would be out of town until next week, we advised Mr. Brown as follows:

- (a) The tank is unacceptable in its present condition.
- (b) We believe corrective repairs might be possible, and that he could continue corrective work by methods of cutting out, packing, and mortar repair until we determine that all leaks of any significance have been permanently repaired.
- (c) No sealers or other such coatings are to be used.
- (d) Equipment installation shall not be started until the structure itself is judged to be acceptable.
- (e) It is the intention of the District that only one filling of water for testing will be provided free.

We are also concerned about apparent leakage along the two pipes which terminate in the center sludge cone of the digester, and about the general smoothness of the concrete in the sludge cone. Some chipping, sealing, and smoothing needs to be done here.

Another inspection will be scheduled when our inspector reports that a substantial bettering of the condition has been achieved.

Very truly yours,

MCCAUGHAN & ETHERIDGE

After the reading of this letter Obie told the Board that Mr. Black had been to the office August 22, and after much discussion they agreed to let Mr. Black proceed with his patchwork and wait and see. Obie will check this month's estimate from Slovak Brothers and will advise us further.

Obie presented a report on the derelicting interceptor lines to the Sewer Plant. This report contained several alternatives to remedy this, also several financial ways to go, to obtain funds for this project. Buddy Belcher made the motion to have the Engineers proceed with the reports to obtain help from the State if needed, and also the E.P.A., the motion was seconded by Carl Castell, and carried unanimously.

Obie also advised the Board concerning the easements required for an additional supply lines for water and sewer for Great Western, along Allister St. or Station St. The navigation district should be contacted for additional property easements. Obie is to obtain a title check from Guaranty Title Co., as to owner's involved. On second thought, it was decided to contact Buddy Cage to see if this information was available through him rather than the Title Co. Urban Engineers are to work with Dick Hatch and McCaughan & Etheridge in obtaining the above mentioned easements.

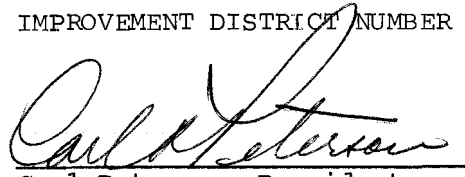
Obie advised the Board that a Mr. Walters, an electrical engineer that was in on the installation of these tower controls should be here the following day, August 24, to check out the controls and to see what could be done about remedying the problem.

Don Roy Presented a request from the University for a 4" tap off of Lantana St. for the extension of the University which is now under construction. The University wants the District to obtain easements from Dr. Craig and John Thompson and also investigate a possibility of going going down Beach St. as an alternative. The Board decided that the University should obtain its' own easements, lay their own lines and then the District will accept them.


Dick Hatch advised the Board that on the matter of deposits for the rent property, it would be better to obtain a larger Deposit from renters, however Don Roy is to make a study on rent property and figure an estimate as to the amount of Deposit to require from certain rent areas.

There being no further business to come before the Board at this time the meeting was adjourned.

NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NUMBER 4


Carl Peterson, President

ATTEST:


H.L. Ward, Secretary

MINUTES OF

* * * * REGULAR MEETING * * * *

August 9, 1972

CITY OF PORT ARANSAS X

COUNTY OF NUECES X

STATE OF TEXAS X

On this the 9th day of August, 1972, the Board of Directors of the Nueces County Water Control and Improvement District No. 4 convened in a regular meeting, at the regular meeting place thereof, there being present and in attendance the following members, to-witt:

Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Carl Castell
Director	Joseph Belcher

Absent: President Carl Peterson

Visitors were:

Outside Supt.	Gail Holman
Manager	Don Roy Farley

Meeting was called to order at 7:15 P.M., with the reading of the minutes of the July 26 Regular meeting and the August 2 Special. Minutes were read and approved.

H. L. Ward made a motion to pay the bills. Carl Castell seconded it. Motion was carried.

Don Roy Farley explained the shortage of funds to pay the Contractor and Engineers and that the Island State Bank would loan the District \$75,000.00 at 6%. H. L. Ward made motion to pass the resolution to borrow the money. Andy Dallas seconded it. Carried unanimously. Letter from the Texas Water Quality Board and Environmental Protection Agency is attached with explanation of why funds have been delayed and the necessity of borrowing from the Island State Bank.

Don Roy Farley explained how the District could save money by changing the sewer testing from Mr. Clement William's engineers to the employees of the District make the test themselves and send test to William's office. H. L. Ward made a motion to except the suggestion. Carl Castell seconded it. Motion was carried.

It was noted that 67 letters had been sent out to future sewer customers. Stakes are to be purchased and given to each customer as they pay their tap and the customer is to put the stake on his property line where he wants the tap. This will enable the contractor to put the taps in the right place.

Board approved the purchase of a filing cabinet to file maps and plats.

A discussion was held on who is to pay for the water used to fight fires outside the City limits. The City will not pay for it. It was decided to send the bill to Nueces County.


Disconnects and Reconnects were discussed. Where the meter is not actually taken out, just a read only is considered as a service charge to the vacating occupant. (Letter of New Policy is attached) Carl Castell made motion. Joseph Belcher seconded it. Motion carried.

Controls on towers were discussed since the controls are out again. Something has to be done. Don Roy Farley recommended that the Engineers come over and work on the system, supply diagrams and drawings to enable someone to work on it. H. L. Ward made motion to have engineers check it out. Andy Dallas seconded it. Motion was carried. Don Roy Farley is to take care of it.


The subject of the water line that John Roberts installed came up. The District never accepted it and it remains a private line.

There being no further business to come before the Board at this time, upon motion duly made and seconded, the meeting was adjourned.

Nueces County Water Control &
Improvement District Number 4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

GORDON FULCHER
CHAIRMAN
LESTER CLARK
VICE-CHAIRMAN
J. DOUG TOOLE
HARRY P. BURLEIGH

TEXAS WATER QUALITY BOARD



314 WEST 11TH STREET 78701
P.O. BOX 13246 CAPITOL STATION 78711
AUSTIN, TEXAS

JAMES U. CROSS
J. E. PEAVY, MD
BYRON TUNNELL
HUGH C. YANTIS, JR.
EXECUTIVE DIRECTOR
PH. 475-2651
A.C. 512

July 27, 1972

RE: Nueces Co. WCID #4
WPC-Tex-695

Mr. Don Roy Farley, President of Board
Nueces County WCID No. 4
P. O. Box 507
Port Aransas, Texas 78373

Dear Mr. Farley:

This is to advise you that Mr. Al Sprague of this Agency and Mr. S. A. Russell, Jr. of the Environmental Protection Agency will be in your City on August 30, 1972, at 2:30 P.M. for the purpose of making a payment inspection in connection with your Public Law 660 project. Attached is a payment check list which covers the documents and records that will be reviewed at the time of the inspection.

By copy of this letter we are requesting that your Engineer or his representative be present for this inspection. We hope this tentative schedule will be satisfactory to you.

Very truly yours,

Nicholas W. Classen

Nicholas W. Classen, P.E.
Municipal Services

NAS:lf

Encl.

ccs: McCaughan & Etheridge

H. L. Ward, Secretary

Environmental Protection Agency, Region VI
TWQB District 12

Environmental Protection Agency

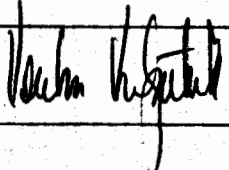
NOTIFICATION OF GRANT PAYMENT

(Public Law 84-660, Title 18, Sec. 8, 33 U.S.C. 466 et seq.)

TO: Mr. Don Roy Farley, President, Board of Dir. Re: WPC-Tex-695
Nueces County Water Control and Improvement Nueces Co. WCID #4
District No. 4
Post Office Box 507
Port Aransas, Texas 78373
Through: Texas Water Quality Board

General:

A grant payment for \$ 113,700.00 has been processed on the referenced project. The enclosed voucher form FWQA 4020-6 shows the total of all payments. Allow 30 days for receipt of the check.

Signature	Name and Title	Date
	Kenton Kirkpatrick Grants Coordinator	7-27-72

Enclosure

cc: TWQB
Reagan and McCaughan

FEDERAL WATER QUALITY ADMINISTRATION

APPROVAL OF GRANT PAYMENT FOR CONSTRUCTION OF WASTE TREATMENT WORKS

BUREAU VOUCHER NO.

PROJECT NO.

WFC-Tex-695

DATE APPROVED (Offer)

8-21-70

TOTAL CURRENT ESTIMATED COST

\$411,000.00

LOCATION OF PROJECT (City, County, State)

Nueces Co. Water Control & Improvement District No. 4 Nueces Co. Texas

LEGAL NAME AND ADDRESS OF APPLICANT

Nueces County Water Control and Improvement District No. 4
Post Office Box 507, Port Aransas, Texas 78373

As authorized by provisions of applicable laws and regulations, and in accordance with project application identified above (~~the amount of the grant is \$113,700.00~~ first (installment) payment to the Applicant is approved in the amount of \$ 113,700.00.

AMOUNTS PREVIOUSLY PAID FOR THIS PROJECT AND THE TOTAL PAYMENTS APPROVED TO DATE

ORIGINAL AUTHORIZATION	REVISED AUTHORIZATION	PREVIOUS PAYMENTS	CURRENT PAYMENT	TOTAL
\$86,720.00	\$226,050.00	-0-	\$113,700.00	\$113,700.00

PAYEE'S NAME AND ADDRESS

Nueces County Water Control and Improvement District No. 4
Post Office Box 507
Port Aransas, Texas 78373

ACCOUNTING CLASSIFICATION

APPROPRIATION SYMBOL	ALLOWANCE NUMBER	OBLIGATION NUMBER	OBJECT CLASS	AMOUNT APPROVED
68X0103	087900-48	0.65	41.11	\$113,700.00

REMARKS

SIGNATURE

Kenton Kirkpatrick
Grants Coordinator

DATE

7-27-72

FWQA 4020-6 (10-70)

Replaces FWPCA-11 (Rev. 6-69) which may be used until supply is exhausted.

* This phrase will be deleted for partial payments in which the Project Progress Report and Payment Request is not used.

ENVIRONMENTAL PROTECTION AGENCY
WATER QUALITY OFFICE
Payment Requirements

.1. INTERIM PAYMENTS

Interim Grant Payments will be processed on a Public Law 660 project, upon request, when construction is at least 25%, 50%, or 75% completed and PROVIDED the following documents have been received by EPA:

a. A current monthly engineering estimate for each prime contractor, separating ineligible work, and properly certified by the contractors.

b. Copies of contract with the following:

(1) Consulting Engineer

(2) Each Contractor

(3) Attorney and/or fiscal agent (or statement that none exists).

c. Copies of the performance, statutory, and maintenance bonds for each contractor.

d. Copies of each contractor's insurance certificate showing current coverage required under the contracts including:

(1) Workmens compensation.

(2) Property damage.

(3) Public liability, and

(4) Fire and extended coverage.

e. Copy of a site certificate without exception, executed by the applicant's attorney.

f. Copy of Acceptance of Increase to the grant offer.

g. O&M manual, if a condition to the grant offer.

h. Copy of industrial waste ordinance, if a condition to the grant offer.

i. Copies of State approved addenda, change orders, or extra work orders covering all changes in the works since the plans and specifications were approved.

Interim construction inspections are made at the discretion of EPA and the State Agency and are not required for processing interim payments.

2. FINAL PAYMENT

A final inspection will be required before final payment can be processed. Before a final inspection is scheduled, the following documents, in addition to those listed above, must be received by the EPA.

- a. Final monthly certified estimates recommended by the consulting engineer and approved by the contractor and applicant for all construction. Ineligible work must be shown separately.
- b. Final engineering statement and recapitulation of all engineering services rendered in the eligible portion of the project.
- c. Recapitulation of payments to resident inspector if not included in Item b.
- d. Fiscal agent and bond attorney itemized statements.
- e. Ledger sheet showing all expenses incurred in the construction of the project including:
 - (1) Check or claim number.
 - (2) Date.
 - (3) Person to whom payment was made.
 - (4) Brief description of service or material.
- f. Copies of all change orders, with State Approval, if not previously submitted.
- g. Written request by the applicant for grant increase to the maximum percentage of the eligible costs, if justified. The request must be approved by the State Agency.
- h. Attached Certification by the Applicant that the Labor Standards Contract Provisions have been complied with.
- i. Results of infiltration or exfiltration tests, certified by the Consulting Engineer, showing compliance with specifications requirements. These tests must cover all interceptor and outfall lines included in the final estimate.
- j. Written request for final inspections.

Interim construction inspections are made at the discretion of EPA and the State Agency and are not required for processing interim payments.

2. FINAL PAYMENT

A final inspection will be required before final payment can be processed. Before a final inspection is scheduled, the following documents, in addition to those listed above, must be received by the EPA.

a. Final monthly certified estimates recommended by the consulting engineer and approved by the contractor and applicant for all construction. Ineligible work must be shown separately.

b. Final engineering statement and recapitulation of all engineering services rendered in the eligible portion of the project.

c. Recapitulation of payments to resident inspector if not included in Item b.

d. Fiscal agent and bond attorney itemized statements.

e. Ledger sheet showing all expenses incurred in the construction of the project including:

(1) Check or claim number.

(2) Date.

(3) Person to whom payment was made.

(4) Brief description of service or material.

f. Copies of all change orders, with State Approval, if not previously submitted.

g. Written request by the applicant for grant increase to the maximum percentage of the eligible costs, if justified. The request must be approved by the State Agency.

h. Attached Certification by the Applicant that the Labor Standards Contract Provisions have been complied with.

i. Results of infiltration or exfiltration tests, certified by the Consulting Engineer, showing compliance with specifications requirements. These tests must cover all interceptor and outfall lines included in the final estimate.

j. Written request for final inspections.

MINUTES OF

* * * * SPECIAL MEETING * * * *

AUGUST 2, 1972

CITY OF PORT ARANSAS X
COUNTY OF NUECES X
STATE OF TEXAS X

On this the 2nd day of August, 1972, the Board of Directors for the Nueces County Water Control and Improvement District No. 4, convened in a special meeting, at the regular meeting place thereof, there being present and in attendance the following members to-wit.

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H. L. Ward
Director	Joseph Belcher


Visitors: Manager Don Roy Farley

Joseph Belcher made a motion to accept the Cactus Utility Co. bid of \$60,542.10 as recommended by District Engineer. Tex Ward seconded it. Carried unanimously.

Andy Dallas made motion to recind \$1.05 tax rate and made motion to pass resolution(attached) to set tax rate at \$1.10 per \$100 valuation. Tex Ward seconded. Carried unanimously.

There being no further business to come before the Board, after motion was made and seconded, the meeting adjourned.

Nueces County Water Control
and Improvement District #4


~~Don Roy Farley~~, President

ATTEST:

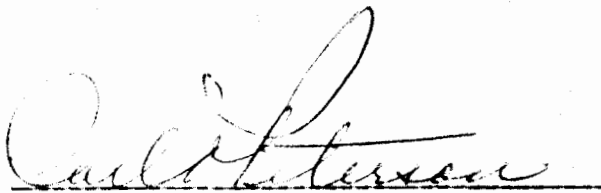

H. L. WARD, SECRETARY

AN ORDER LEVYING UPON THE ASSESSED VALUATION
OF THE PROPERTY WITHIN THE NUECES COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4
A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS
OF VALUATION

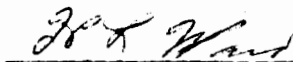
BE IT ORDERED BY THE BOARD OF DIRECTORS OF
THE NUECES COUNTY WATER CONTROL AND IMPROVEMENT
DISTRICT NO. 4 AS FOLLOWS:

There is hereby levied on each One Hundred Dollars of the
assessed value of all property, both real and personal, within the
boundaries of the Nueces County Water Control and Improvement District
No. 4, except such property as may be by law exempt from taxation, a
tax rate of \$1.10 per each One Hundred Dollars assessed valuation for
the purpose of meeting the requirements of said district for the fiscal
year ending 1973.

PASSED AND APPROVED by the Board of Directors of the Nueces
County Water Control and Improvement District No. 4 the 12th day of
July, 1972.


President

ATTEST:



**NUECES COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 4
PORT ARANSAS, TEXAS 78373**

**P. O. BOX 507
RI 9-5301
AREA CODE 512**

<u>Date</u>	<u>San Pat Meter Reads</u>	<u>Difference</u>	<u>Consumption</u>
May 25, 72	0344341000		
June 26, 72	0362619400	18,278,400	17,271,800
July 24, 72	0381431000	18,811,600	19,699,300

MINUTES OF

* * * * REGULAR MEETING * * * *

JULY 26, 1972

CITY OF PORT ARANSAS X
COUNTY OF NUECES X
STATE OF TEXAS X

On this the 26th day of July, 1972, the Board of Directors for the Nueces County Water Control and Improvement District No. 4, convened in a regular meeting, at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H.L. Ward
Director	Joseph Belcher
Director	Carl Castell

Visitors:	Manager	Don Roy Farley
	Water Supt.	Gail Holman
	Engineer	Frank McCaughan
	Inspector	Sammy Ingram
	Salesman from McAllen	
	Pipe & Supply Co.	Rick Rickles
	Reps. from following Co.'s:	Burtex Const. Co.
		Cactus Utility Co.
		T. H. Lee
		Mansheim Co.
		Maverick Const. Co.
		Mercer Const. Co.
		Perry Const. Co.

Meeting was called to order at 7:06 P.M. with the reading of the minutes of the previous meeting. Tex Ward made the motion and Buddy Belcher seconded it, that the minutes be accepted as read, the motion carried by the following vote:

AYES:	Carl Peterson
	Andy Dallas
	H. L. Ward
	Joseph Belcher
	Carl Castell

NOES:	None
-------	------

Bids read out by Frank McCaughan (See bid list attached)

Motion made by Pete Peterson and seconded by Tex Ward to table the bid of Cactus Utility Co. until we can determine if sufficient funds are available. Motion carried by unanimous vote.

Wednesday, August 2, 1972 was set as next meeting date.

Frank McCaughan was to contact Laddie Janecek then will contact Mr. Don Roy Farley about the finances on the Cactus Utility Sewer Lateral Project. Mr. McCaughan also took the bids to do a tabulation and report to each bidder.

Frank McCaughan looked over preliminary plans for the Sunday Villa water and sewer lines and suggested that the Board get some more definite plans from them. He also suggested that this Water District have a signed plat before them before they approve the plans and that a blanket easement be obtained and written up by Mr. Hatch, to be attached to plans when accepted.

Mr. Farley informed Mr. McCaughan that W. T. Young Construction had said they could install the air release valves for \$250 per. Mr. McCaughan said that was a fair price for just four of them.

Mr. McCaughan looked at a block map to stake out water and sewer system. Everyone agreed to the use of the larger map that could include water and sewer both. (50' per 1" scale). He will work up an estimate and notify Mr. Farley.

Mr. Farley will check with Mr. Giberson and pursue the plan for gravity line on 11th St.

After much discussion about taxes, Tex Ward made a motion to set tax rate at \$1.10 per \$100 valuation. Andy Dallas seconded it. Motion was carried by unanimous vote.

Carl Castell made a motion to install the four air release valves at \$250. per valve. Tex Ward seconded it. Motion was carried by unanimous vote. Mr. Farley will notify Young Construction and Mr. McCaughan and have Mr. McCaughan make a contract.

Andy Dallas made a motion to accept the resolution to annex additional land of the Great Western. Tex Ward seconded it. Motion was carried by unanimous vote.

Tex Ward made a motion to pay all bills. Carl Castell seconded it. Motion was carried by unanimous vote.

Tex Ward made a motion to set Nona Sherrill's salary at \$350.00 per month. Buddy Belcher seconded it. Included in motion; part time help at \$2.00 per hour and that help at meeting to take minutes should receive \$2.00 per hour. Motion was carried by unanimous vote.

The Water District will subscribe to the Southwest Water Journal. Environmental Report turned down because of the expense.

Delinquent people are to be dealt with as Mr. Farley sees fit.

Deposits on Rent Property and Businesses was discussed. Mr. Farley will check with Mr. Dick Hatch on the legality of a possible raise on these deposits.

Trailer for sewer pump and equipment is needed. Andy Dallas made a motion to purchase a trailer. Tex Ward seconded it. Motion was carried by unanimous vote.

House numbers will be sold at the Water District Office.

Plans for gravity line down cut off Road were discussed because of the deterioration of that line as shown when it was televised. Tex Ward made a motion to give Engineer's the go ahead to investigate and advise us on this situation. Andy Dallas seconded it. Motion was carried by unanimous vote.

City wants 50' to 75' on this side of their warehouse for storage. Discussion was held and City will fill in between Water District Bldg. and their warehouse if the District will agree. Andy Dallas made a motion to lease the City 75' for storage. Tex Ward seconded it. Motion carried by the following vote:

AYES:

Carl Peterson
H. L. Ward
Joseph Belcher
Andy Dallas

NOES:

Carl Castell


Sammy Ingram will inspect the pressure line on 11th St. at no extra cost.

Insurance due on Building and contents. Board agreed to pay it and renew policy. Mr. Farley reported \$4,728.00 is spent each year for Insurance.

Mr. Barr at Sea Isle #2 wants to come off of 11th St. with 6" transite line and a fire plug on end. He will give easement if the city accepts fire plug. Board agreed.

There being no further business to come before the Board at this time, upon motion duly made and seconded, the meeting was adjourned.

Nueces County Water Control &
Improvement District Nimber 4


Carl Peterson, President

ATTEST:


H. L. Ward, Secretary

TABULATION OF BIDS
SANITARY SEWER LATERALS
IN
PORT ARANSAS, TEXAS
NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4

McCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS

7:00 P.M.
JULY 26, 1972

<u>CONTRACTOR</u>	<u>BID BOND</u>	<u>TOTAL AMT.</u>
1. Burtex Constructors, Inc. P. O. Box 4765 Corpus Christi, Texas 78408	<u>5%</u>	<u>\$ 105,087.55</u> ^{adm #1}
2. Cactus Utility Company P. O. Box 4228 Corpus Christi, Texas 78408	<u>5%</u>	<u>78,622.60</u> ^{#1}
3. Heldenfels Brothers P. O. Box 4956 Corpus Christi, Texas 78408	<u>5%</u>	<u>101,006.30</u> ^{#1}
4. T. H. Lee P. O. Drawer 6330 Corpus Christi, Texas 78411	<u>5%</u>	<u>93,037.85</u> ^{#1}
5. Mansheim Company P. O. Box 3681 Corpus Christi, Texas 78404	<u>5%</u>	<u>89,974.06</u> ^{#1}
6. Maverick Construction Co. P. O. Box 4141 Corpus Christi, Texas 78408	<u>5%</u>	<u>176,484.35</u> ^{#1}
7. Mercer Construction Company P. O. Drawer J Edna, Texas 77957	<u>5%</u>	<u>92,127.00</u> ^{#1}
8. Perry Construction Company P. O. Box 215 Ingleside, Texas 78362	<u>5%</u>	<u>98,201.10</u> ^{#1}

TIME FOR COMPLETION = 100 WORKING DAYS

TABULATION OF BIDS
SANITARY SEWER LATERALS
IN

PORT ARANSAS, TEXAS

NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4

McCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS

7:00 P.M.
JULY 26, 1972

BID OF APPARENT LOW BIDDER: CACTUS UTILITY Co.

<u>Item</u>	<u>Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Amt.</u>
1	80	LF	8" PVC Pipe, 10-12' Cut	<u>28.25</u>	<u>2,260.⁰⁰</u>
2	562	LF	8" PVC Pipe, 8-10' Cut	<u>19.55</u>	<u>10,987.¹⁰</u>
3	1,655	LF	8" PVC Pipe, 6-8' Cut	<u>11.60</u>	<u>19,198.⁰⁰</u>
4	5,178	LF	8" PVC Pipe, 0-6' Cut	<u>6.25</u>	<u>32,362.⁵⁰</u>
5	1,500	LF	4" PVC pipe and fittings for Service Connections	<u>3.80</u>	<u>5,700.⁰⁰</u>
6	14	Ea.	Std. 4' Dia. MH, 0-6' Deep	<u>515.⁰⁰</u>	<u>7,210.⁰⁰</u>
7	5	LF	Ext. Depth for 4' Dia. MH	<u>145.⁰⁰</u>	<u>725.⁰⁰</u>
8	2	Ea.	Leakage Tests	<u>90.⁰⁰</u>	<u>180.⁰⁰</u>
TOTAL AMOUNT BID ITEMS 1 THRU 8				<u>\$ 78,622.⁶⁰</u>	

TIME FOR COMPLETION = 100 WORKING DAYS

50 BID BOND TO ACCOMPANY BID

REGULAR MEETING

July 12, 1972

STATE OF TEXAS X

COUNTY OF NUECES X

CITY OF PORT ARANSAS X

On this the 12th day of July, 1972, the Board of Directors for the Nueces County Water Control and Improvement District No. 4, convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Carl Peterson
Vice President	Andy Dallas
Secretary	H.L. Ward
Director	Carl Castell
Director	Buddy Belcher (Joseph)

Guests:	Manager	Don Roy Farley
	Water Supt.	Gail Holman
	Attorney	Richard Hatch
	Engineer	Obie Etheridge
	Entire City Council	
	Great Western Officers	

Previous minutes read. Motion made by Tex Ward, seconded by Andy Dallas that minutes be accepted as read, motion carried by the following vote:

Ayes:	Carl Peterson
	Andy Dallas
	Carl Castell
	H.L. Ward
	Buddy Belcher (Joseph)

Noes:	none
-------	------

The pressure line to Executive Keys was discussed and the manager was asked to proceed with attempts to have interested developers in that area build a gravity line instead, if at all possible.

Notice was given that the advertising for bids on the lateral line extensions had been properly published.

After discussion of taxes needed for bond indebtedness for 1972-73, motion was made by Tex Ward, seconded by Andy Dallas to set tax rate at \$1.05 per \$100 valuation. Motion carried by the following vote:

AYES:	Carl Peterson
	H.L. Ward
	Andy Dallas
	Joseph Belcher
	Carl Castell

NOES:	none
-------	------

Obie Etheridge read a commented on correspondence with Executive Keys pertaining to lift station and pressure line on 11th St.

The following letter was read from the Dept. Of Health:

June 26, 1972

Mr. Gail Holman
P.O. Box 155
Port Aransas, Texas 78373

Dear Mr. Holman:

Following a survey of 969 public drinking water systems in 1970, William D. Rickelsbaas, Administrator, Environmental Protection Agency, reported

that 2.5 million people were being delivered water that exceeded either the recommended or mandatory limits of Drinking Water Standards. This is typical of the publicity which drinking water suppliers are receiving. The proposed National Water Hygiene Act provides broad regulatory authority for the Administrator of the Environmental Protection Agency to survey systems and prosecute violators of National Standards regardless of standards established by your State Health Department.

In the survey report, it was significant that many of the water supplies listed as supplying "potentially dangerous water" failed to adhere to several basic, simple requirements of operation. Some of the problems which can be solved easily are:

1. Submission of adequate samples for bacteriological analysis.
2. Provision of certified, trained personnel in charge of the system.
3. Submission of a sample for chemical analysis annually.

I am sure that you will agree that these are fundamental requirements; the first two are statutory. Our purpose in sending this letter is to inform you of conditions and offer assistance in providing safe drinking water to the people of Texas. Sterile containers for bacteriological samples are free from our laboratories; the Texas A&M Engineering Extension Service provides area schools for training your operators, and instructions are available for submitting samples for chemical analysis.

Believing that Texas Water utility management should lead the way, the Texas Section of the American Water Works Association has invited your Health Department to join in their "Action Now" program, which has as its objective "better quality of water for all". As professionals, we must not wait to be told what to do, but we should move now to meet the standards for making our drinking water "the best in the world".

To assist you in evaluating your own water system and its operation, I am enclosing a checklist based upon our regulation. It is for your use only and is not to be returned. May I suggest that you use the list to locate problem areas and make corrections in an orderly manner. You may wish to use it as a tool in obtaining financial support and developing a master plan.

A similar checklist is used by our field engineers and periodically you will receive recommendations from this Department to assist you in meeting your legal and moral obligation of supplying safe drinking water to your customers. A map showing our regional headquarters is attached. You are invited to contact our regional engineers if you have a problem. We are assured by the officers of the Texas Section AWWA that they stand ready to help also. Individual addresses are found on the "Action Now" sheet which is enclosed.

Very truly yours,

Charles K. Foster

Letters were read and comments from engineer Obie Etheridge, and discussion of board pertaining to Sunday Villa (Anchor Village) and Maverick Engineering plans and specifications for same. These papers attached and becomes a permanent part of these minutes.

The following letters were presented to the Board, concerning schools

TEXAS WATER QUALITY BOARD
June 27, 1972

Gentlemen:

As an administrator with responsibilities in the field of water utilities management, I would like to remind you of a forthcoming meeting important to your water and wastewater operations staff. Nine district water utilities associations in the Southwest Texas area, in cooperation with the University of Texas at Austin, Texas A&M University Engineering Extension Service, the Texas Water Quality Board, will soon be holding the 16th annual Southwest Texas Regional Water Utilities Short School.

Attendance at this three day training program will prepare your operators for more effective operation of your water or wastewater utility system, one of your city's largest capitol investments. We would point out also that participation in this training program will count as credit in securing a Certificate of Competency in water or wastewater plant operation.

Registration will begin Tuesday, July 11 at 4:00 p.m. and the sessions will start at 7:00 am, July 12 at the Joe C. Thompson Conference Center on the campus of the University of Texas at Austin. This is an excellent opportunity for your people to secure top level training close to home and we encourage you to have them participate.

Sincerely yours,

Joe P. Teller, P.E.

TEXAS STATE DEPARTMENT OF HEALTH

Gentlemen:

Wednesday morning, July 12, will mark the start of the Southwest Texas Regional Short School which will be held in the Joe C. Thompson Center next to the LBJ Library on the University of Texas at Austin campus. This school will run for three consecutive days with water and wastewater subjects being taught for basic and intermediate students; a brief outline of the Short School is enclosed.

Perhaps you have someone in your organization who needs credit hours to renew his certificate or needs to take an examination of competency. Please allow your employees to take advantage of this fine educational opportunity, and by the way, examinations of competency will be given at the conclusion of this school.

Sincerely,

Jack B. DeLange, Administrator I

Letters to the Corpus Christi Director of Engineering Services were read to the Board and discussed. These letters are attached and become a permanent part of these minutes.

Manager reviewed plans for four air release valves to be installed in the system. (plans in file of McCaughan & Ehleridge)

Motion was made for a resolution to be made to purchase a new Ford truck, seconded by Carl Castell. Motion carried by the following vote:

AYES:	Carl Castell
	Andy Dallas
	H.L. Ward
	Carl Peterson
	Joseph Belcher

NOES:	none
-------	------

Motion was made by H.L. Ward, seconded by Carl Castell to borrow engineering funds from Island State Bank to pay Contractor, until such time as Federal Government pays district its portion of construction bill. Motion carried by the following vote:

AYES:	Carl Castell
	Andy Dallas
	H.L. Ward
	Carl Peterson
	Joseph Belcher

NOES:	none
-------	------

Richard Hatch briefed the Board on legal points pertaining to annexation of Great Western property. No bond assumption needed.

Attorney Richard Hatch reported to the Board that some back taxes were collected.

A copy of letter read to the Board that requested 50% of the funds Government owes on the sewer preject. It read as follows:

July 11, 1972

Texas Water Quality Board
1108 Lavaca St.
Austin, Texas 78701

Gentlemen:

The Nueces County W.C.I.D. #4 request 50% payment on this project. Enclosed three copys of Contract Estimate #4 for June work done with Certification attached, Three copys of our Engineering Statements # 10, and 11 covering supervision and resident inspection, and three copys of form CG-158 monthly Construction Progress Report.

Sincerely,

Don Roy Farley,Mgr.

A copy of a letter to customers notifying them of the availability of sewer service was submitted for approval and it read :

Dear Customer:

Sewer Service will soon be available in your area. The Nueces County Water District #4 will receive bids for sewer laterals on July 26, 1972 and will award bids for construction as soon as possible after that date.

Sewer tap arrangements should be made with District Office as soon as possible or convenient.

Section 4 of 1962 resolution passed by Board of Directors of Nueces County Water Control and Improvement District #4 provides the following:

The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes shall connect such facilities to the public sewer system within 90 days after official notice to do so, provided that public sewer is within one hundred feet (100) of the property line.

Nueces County Water Control
& Improvement District # 4

A copy of Policies was given to Board for study.

Monthly sewer report read for Board's information.

After a lengthy discussion, Andy Dallas made a motion seconded by Tex Ward, that President Carl Peterson be authorized to execute agreement papers with Great Western, pertaining to supply of water a sewerage treatment for their area. The petition and acceptance to be annexed, shall be heard at next regular meeting. Motion was carried by the following vote:

AYES:	Carl Peterson
	Andy Dallas
	Carl Castell
	Joseph Belcher
	H.L. Ward

NOES:	none
-------	------

Copy of annexation is attached. (resolution)

AN ORDER LEVYING UPON THE ASSESSED VALUATION
OF THE PROPERTY WITHIN THE NUECES COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4
A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS
OF VALUATION

BE IT ORDERED BY THE BOARD OF DIRECTORS OF
THE NUECES COUNTY WATER CONTROL AND IMPROVEMENT
DISTRICT NO. 4 AS FOLLOWS:

There is hereby levied on each One Hundred Dollars of the
assessed value of all property, both real and personal, within the
boundaries of the Nueces County Water Control and Improvement District
No. 4, except such property as may be by law exempt from taxation, a
tax rate of \$1.10 per each One Hundred Dollars assessed valuation for
the purpose of meeting the requirements of said district for the fiscal
year ending 1973.

PASSED AND APPROVED by the Board of Directors of the Nueces
County Water Control and Improvement District No. 4 the 12th day of
July, 1972.


President

ATTEST:




AN ORDER LEVYING UPON THE ASSESSED VALUATION
OF THE PROPERTY WITHIN THE NUECES COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4
A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS
OF VALUATION

BE IT ORDERED BY THE BOARD OF DIRECTORS OF
THE NUECES COUNTY WATER CONTROL AND IMPROVEMENT
DISTRICT NO. 4 AS FOLLOWS:

There is hereby levied on each One Hundred Dollars of the
assessed value of all property, both real and personal, within the
boundaries of the Nueces County Water Control and Improvement District
No. 4, except such property as may be by law exempt from taxation, a
tax rate of \$1.10 per each One Hundred Dollars assessed valuation for
the purpose of meeting the requirements of said district for the fiscal
year ending 1973.

PASSED AND APPROVED by the Board of Directors of the Nueces
County Water Control and Improvement District No. 4 the 12th day of
July, 1972.


President

ATTEST:



AN ORDER LEVYING UPON THE ASSESSED VALUATION
OF THE PROPERTY WITHIN THE NUECES COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4
A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS
OF VALUATION

BE IT ORDERED BY THE BOARD OF DIRECTORS OF
THE NUECES COUNTY WATER CONTROL AND IMPROVEMENT
DISTRICT NO. 4 AS FOLLOWS:

There is hereby levied on each One Hundred Dollars of the
assessed value of all property, both real and personal, within the
boundaries of the Nueces County Water Control and Improvement District
No. 4, except such property as may be by law exempt from taxation, a
tax rate of \$1.10 per each One Hundred Dollars assessed valuation for
the purpose of meeting the requirements of said district for the fiscal
year ending 1973.

PASSED AND APPROVED by the Board of Directors of the Nueces
County Water Control and Improvement District No. 4 the 12th day of
July, 1972.

Carla Peterson
President

ATTEST:

288 Ward

HATCH and YEAGER
Attorneys and Counselors at Law
110 S. 11th St.
P. O. Box 1206
ARANSAS PASS, TEXAS 78336

RONALD M. YEAGER
RICHARD D. HATCH III

July 17, 1972

Area Code 512
758-3252

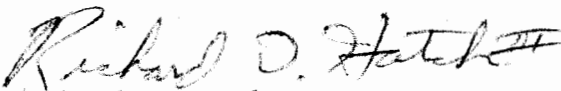
Nueces County Water Control &
Improvement District No. 4
P. O. Box 128
Port Aransas, Texas

Attention: Don Roy Farley

Dear Don Roy:

Enclosed please find an original and two copies of an Order my father asked me to send you, which Order concerns the increase in tax rates. The Order needs to have the fiscal year filled in and be signed and attested.

Thanks,


Richard D. Hatch, III

RDH:rj

Enclosures

**NUECES COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 4**
PORT ARANSAS, TEXAS 78373

P. O. BOX 128
749-5201
AREA CODE 512

July/2, 1972

Resolution Authorizing Purchase of Truck

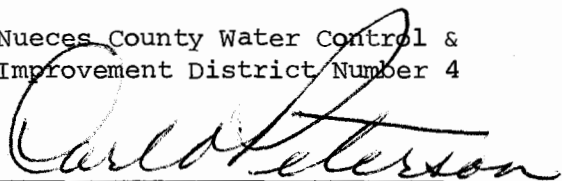
Whereas, it is deemed necessary that the Nueces County Water Control and Improvement District #4, purchase a truck for work and transportation for regular business.

Whereas, motion was made by H. L. WARD and seconded by CARL CASTELLE to authorize Don Roy Farley, manager, to purchase a pick-up truck for the District; also that Don Roy Farley, manager, be authorized and directed to make a loan, and sign the necessary documents required on behalf of the District.

Motion carried unanimously.

Adopted and approved the 12 day of July, 1972.

Nueces County Water Control &
Improvement District Number 4


Carl Peterson, President

**NUECES COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT No. 4
PORT ARANSAS, TEXAS 78373**

P. O. BOX 507
RI 9-5301
AREA CODE 512

MOTION WAS MADE BY H. L. Ward, seconded by
Carl Castelle, to authorize Don Roy Farley
to sign and deliver the Resolution to Mr. Smith of the Island
State Bank authorizing a loan, in the amount of 2595.⁰⁰/₁₀₀,
for the 1972 Ford Pickup. The said _____
_____ loan will be made at an interest
rate of 6 1/2 (add on). The motion was carried by the following vote,
to-wit:

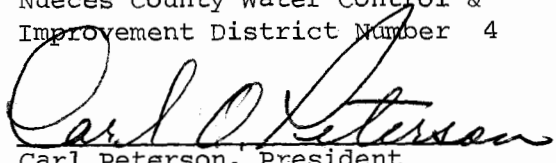
AYES: H. L. WARD
CARL CASTELLE
ANDY DALLAS

CARL PETERSON
JOSEPH BELCHER


NOES: NONE

There being no further business to come before the Board at this time after motion duly made and seconded the meeting was adjourned..

Nueces County Water Control &
Improvement District Number 4


Carl Peterson, President

ATTEST:


H.L. Ward, Secretary

THE STATE OF TEXAS

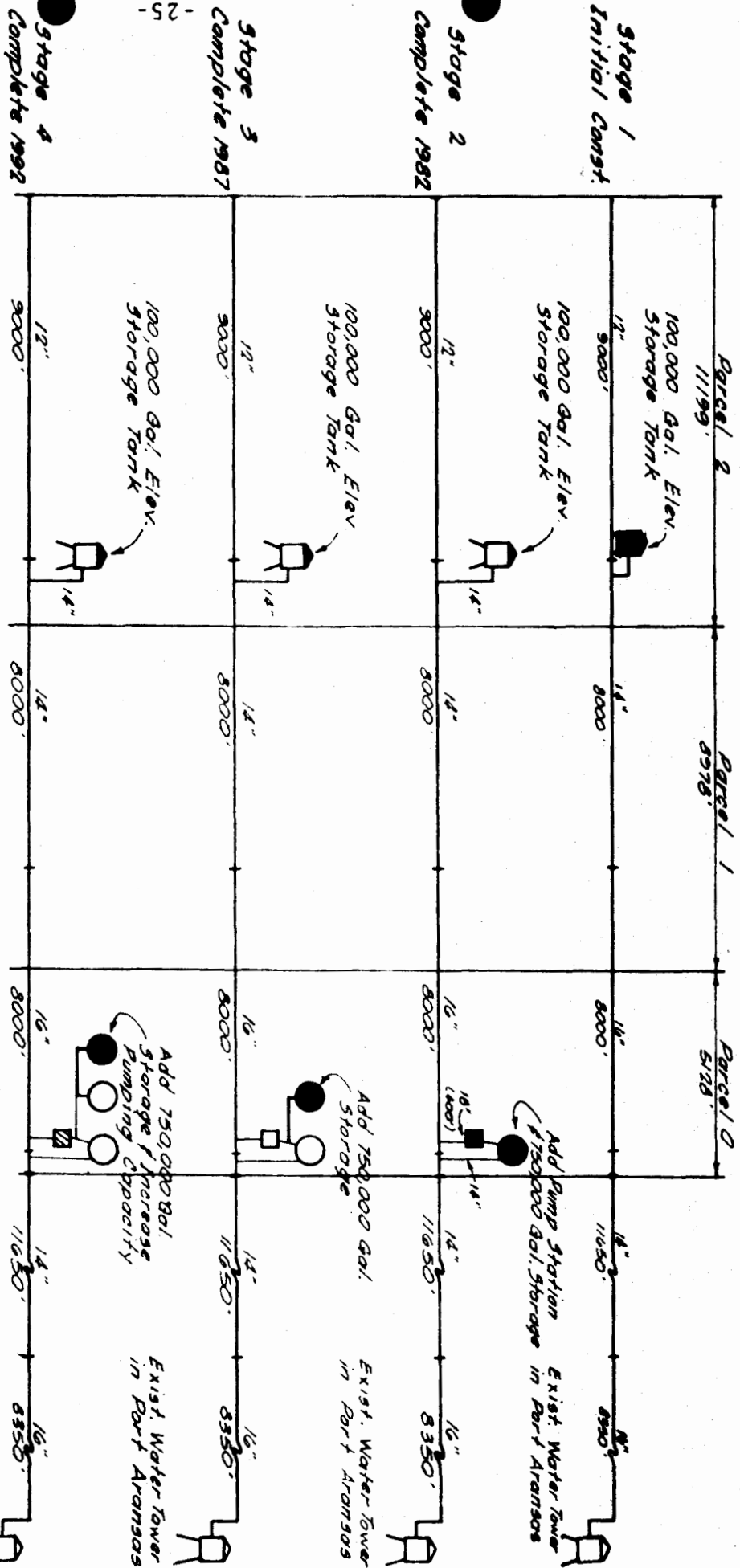
Y

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES

Y

That the Nueces County Water Control and Improvement District, No 4, upon the written petition of Great Western Corporation to annex to said district, does hereby annex to the Nueces County Water Control and Improvement District No. 4 the following described property, to-wit:



NOTE: This sketch is diagrammatic only. See text of report for details.

WATER SYSTEM STAGING PLAN

A 498.18 acre tract of land, more or less, out of Surveys 593, 594 and 595 on Mustang Island, Nueces County, Texas, and being more particularly described as follows:

BEGINNING at the point of intersection of the southwest line of said Survey 595 with the centerline of Park Road No. 53, said point being the most westerly corner of this tract and the Point of Beginning;

THENCE, with the said centerline North $30^{\circ} 19' 00''$ East at 3733.03 feet pass the northeast line of said Survey 595 and the southwest line of said Survey 594 at 7467.94 feet pass the northeast line of said Survey 594 and the Southwest line of said Survey 593, in all a distance of 11201.76 feet to a point in the northeast line of said Survey 593 and the most northerly corner of this tract;

THENCE, with the said northeast line of Survey 593 South $58^{\circ} 22' 00''$ East, 2067.18 feet to the most easterly corner of said Survey 593 and the most easterly corner of this tract;

THENCE, with the southeast line of said Survey 593 South $31^{\circ} 38' 00''$ West, 3732.85 feet to the most southerly corner of said Survey 593 and the most easterly corner of said Survey 594;

THENCE, with the southeasterly line of said Survey 594 South $31^{\circ} 38' 00''$ West, 3733.95 feet to the most southerly corner of said Survey 594 and the most easterly corner of said Survey 595;

THENCE, with the southeast line of said Survey 595 South $31^{\circ} 38' 00''$ West, 3732.07 feet to the most southerly corner of said Survey 595 and the most southerly corner of this tract;

THENCE, with the southwesterly line of said Survey 595 North $58^{\circ} 22' 00''$ West, 1809.05 feet to the Point of Beginning, hereinafter called "the Property"; and

and being the same property described in petition for
annexation by Great Western Corporation as shown by the petition
which follows:

THE STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES

X

That Great Western Corporation, a body corporate, duly incorporated and doing business under the laws of the State of Texas, acting by and through Raymond L. Chilton, Jr., its Vice-President, of the County of Nueces, State of Texas, hereunto authorized by a resolution of the Board of Directors of said corporation, does hereby petition the Nueces County Water Control and Improvement District No. 4 to annex to said district the following described land which land is wholly owned by petitioner, to-wit:

A 498.18 acre tract of land, more or less, out of Surveys 593, 594 and 595 on Mustang Island, Nuaces County, Texas, and being more particularly described as follows:

BEGINNING at the point of intersection of the southwest line of said Survey 595 with the centerline of Park Road No. 53, said point being the most westerly corner of this tract and the Point of Beginning;

THENCE, with the said centerline North $30^{\circ} 19' 00''$ East at 3733.03 feet pass the northeast line of said Survey 595 and the southwest line of said Survey 594 at 7467.94 feet pass the northeast line of said Survey 594 and the Southwest line of said Survey 593, in all a distance of 11201.76 feet to a point in the northeast line of said Survey 593 and the most northerly corner of this tract;

THENCE, with the said northeast line of Survey 593 South $58^{\circ} 22' 00''$ East, 2067.18 feet to the most easterly corner of said Survey 593 and the most easterly corner of this tract;

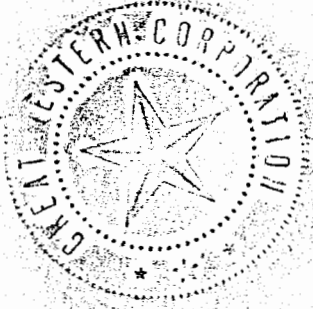
THENCE, with the southeast line of said Survey 593 South $31^{\circ} 38' 00''$ West, 3732.85 feet to the most southerly corner of said Survey 593 and the most easterly corner of said Survey 594;

THENCE, with the southeasterly line of said Survey 594 South $31^{\circ} 38' 00''$ West, 3733.95 feet to the most southerly corner of said Survey 594 and the most easterly corner of said Survey 595;

THENCE, with the southeast line of said Survey 595 South $31^{\circ} 38' 00''$ West, 3732.07 feet to the most southerly corner of said Survey 595 and the most southerly corner of this tract;

THENCE, with the southwesterly line of said Survey 595 North $58^{\circ} 22' 00''$ West, 1809.05 feet to the Point of Beginning, hereinafter called "the Property"; and

IN WITNESS WHEREOF the said corporation has caused these presents to be signed by its said vice president, and its common seal to be hereunto affixed, this the 13th day of July, 1972.



GREAT WESTERN CORPORATION

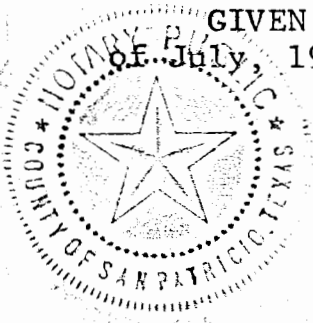
By Raymond L. Chilton, Jr.
Vice President

THE STATE OF TEXAS X

COUNTY OF SAN PATRICIO X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RAYMOND L. CHILTON, JR., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GREAT WESTERN CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of July, 1972.



Frances Schwenke
Notary Public, San Patricio
County, Texas

IN WITNESS WHEREOF the Nueces County Water Control and Improvement District No. 4 has caused this annexation order to be signed by Carl Peterson, President of the Board of Directors of said District, and by its Secretary, this the 13 day of July, 1972.

NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NUMBER 4

By Carl Peterson
Carl Peterson

ATTEST:

H.L. Ward
H.L. Ward, Secretary

THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Carl Peterson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4, a municipal corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of July, 1972.

W. R. Ellis
NOTARY PUBLIC, Nueces County,
Texas

W. R. ELLIS
Notary Public, in and for Nueces County, Texas

RESOLUTION AND ORDER EXECUTING ANNEXIATION OF LAND TO NUECES COUNTY WATER
CONTROL & IMPROVEMENT DISTRICT NUMBER 4.

On the 12th day of July, 1972, the Board of Directors
of Nueces County Water Control and Improvement District Number 4 convened in
Regular session being open to the public at the regular meeting
place thereof in said District, with the following members of the Board

present:	President	Carl Peterson
	Vice President	Andy Dallas
	Secretary	H. L. Ward
	Director	Carl Castell
	Director	Joseph Belcher

and the following absent:

None

, constituting a quorum; and among other proceedings had were the following;

The President of the Board presented a resolution and order authorizing
execution of legal annexation documents between the ~~Nueces~~ Nueces County Water
Control and Improvement District Number 4, and Great Western.

The resolution and order was read in full and, after full discussion
thereof, Mr. Andy Dallas made a motion that it be adopted. The
motion was seconded by Mr. H. L. Ward. The motion, carrying
with it the adoption of the resolution and order, prevailed by the following
vote:

Ayes: 5

Nayes: 0

The President than declared the resolution and order finally passed and
adopted.

The resolution and order is as follows:

WHEREAS, Nueces County Water Control and Improvement District No. 4
finds that the annexation and addition of the Great Western territory,
known thereafter as "SECTION II",
further described in executed legal documents, is considered to be to the
advantage of the District, and the District's facilities are sufficient to
supply the additional land without injury to land already in the District.

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4, that the President of the Board of Directors be authorized to execute legal annexation and agreement documents between the Nueces County Water Control and Improvement District Number 4 and Great Western.

I, the undersigned, Secretary of the Board of Directors of Nueces County Water Control and Improvement District Number 4, do hereby certify: That the foregoing resolution and order was duly passed and approved and is in full force and effect. Witness my hand and seal of office this the 12th day of July, 1972.

J. L. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

(seal)

THE STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES

X

That Great Western Corporation, a body corporate, duly incorporated and doing business under the laws of the State of Texas, acting by and through Raymond L. Chilton, Jr., its Vice-President, of the County of Nueces, State of Texas, hereunto authorized by a resolution of the Board of Directors of said corporation, does hereby petition the Nueces County Water Control and Improvement District No. 4 to annex to said district the following described land which land is wholly owned by petitioner, to-wit:

A 498.18 acre tract of land, more or less, out of Surveys 593, 594 and 595 on Mustang Island, Nueces County, Texas, and being more particularly described as follows:

BEGINNING at the point of intersection of the southwest line of said Survey 595 with the centerline of Park Road No. 53, said point being the most westerly corner of this tract and the Point of Beginning;

THENCE, with the said centerline North $30^{\circ} 19' 00''$ East at 3733.03 feet pass the northeast line of said Survey 595 and the southwest line of said Survey 594 at 7467.94 feet pass the northeast line of said Survey 594 and the Southwest line of said Survey 593, in all a distance of 11201.76 feet to a point in the northeast line of said Survey 593 and the most northerly corner of this tract;

THENCE, with the said northeast line of Survey 593 South $58^{\circ} 22' 00''$ East, 2067.18 feet to the most easterly corner of said Survey 593 and the most easterly corner of this tract;

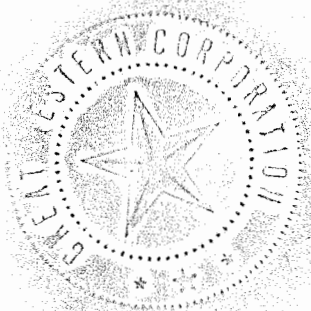
THENCE, with the southeast line of said Survey 593 South $31^{\circ} 38' 00''$ West, 3732.85 feet to the most southerly corner of said Survey 593 and the most easterly corner of said Survey 594;

THENCE, with the southeasterly line of said Survey 594 South $31^{\circ} 38' 00''$ West, 3733.95 feet to the most southerly corner of said Survey 594 and the most easterly corner of said Survey 595;

THENCE, with the southeast line of said Survey 595 South $31^{\circ} 38' 00''$ West, 3732.07 feet to the most southerly corner of said Survey 595 and the most southerly corner of this tract;

THENCE, with the southwesterly line of said Survey 595 North $58^{\circ} 22' 00''$ West, 1809.05 feet to the Point of Beginning, hereinafter called "the Property"; and

IN WITNESS WHEREOF the said corporation has caused these presents to be signed by its said vice president, and its common seal to be hereunto affixed, this the 13th day of July, 1972.



GREAT WESTERN CORPORATION

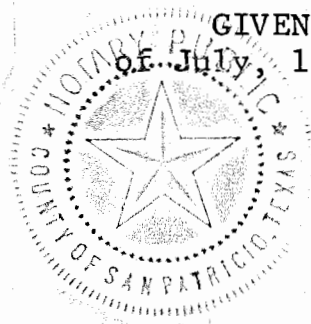
By Raymond L. Chilton, Jr.
Vice President

THE STATE OF TEXAS X

COUNTY OF SAN PATRICIO X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RAYMOND L. CHILTON, JR., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GREAT WESTERN CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of July, 1972.



Frances Schwenke
Notary Public, San Patricio
County, Texas

CERTIFICATE OF AUTHORIZATION

This document is to certify that Raymond L. Chilton, Jr. is a Vice President and Director of Great Western Corporation and as such is authorized to sign any petition by Great Western Corporation to be annexed into the Nueces County Water and Improvement District No. 4.

This also certifies that Raymond L. Chilton, Jr. has been authorized to sign such petitions since negotiations began between Great Western Corporation and NCW&ID#4 to provide water and sewer services to property owned by Great Western Corporation.

EXECUTED this 17th day of July, 1972.


Vice President

ATTEST:

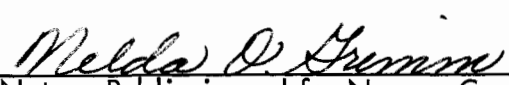

Secretary

THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared John E. Nisbet, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of GREAT WESTERN CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of July, 1972.


Notary Public in and for Nueces County,
Texas

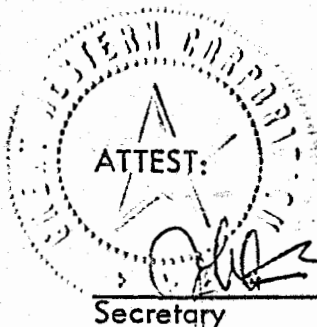
CERTIFICATE OF AUTHORIZATION

This document is to certify that Raymond L. Chilton, Jr. is a Vice President and Director of Great Western Corporation and as such is authorized to sign any petition by Great Western Corporation to be annexed into the Nueces County Water and Improvement District No. 4.

This also certifies that Raymond L. Chilton, Jr. has been authorized to sign such petitions since negotiations began between Great Western Corporation and NCW&ID#4 to provide water and sewer services to property owned by Great Western Corporation.

EXECUTED this 11th day of July, 1972.

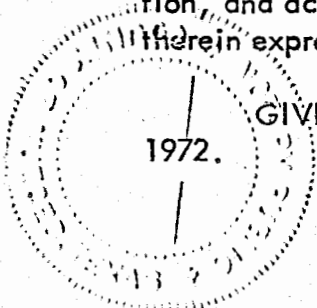
Robert Marks
Vice President



THE STATE OF TEXAS I

COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared Robert Marks, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of GREAT WESTERN CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of July, 1972.

Melda D. Grimes
Notary Public in and for Nueces County,
Texas

MINUTES OF
REGULAR MEETING

June 28, 1972

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 28th day of June, 1972, the Board of Directors for the Nueces County WaterControl and Improvement District No.4, convened in a regular meeting at the regular place thereof, there being present and in attendance the following members to-witt:

	President	Carl Peterson
	Vice President	Andy Dallas
	Secretary	H.L. Ward
Visitors:	Manager	Don Roy Farley
	Outside Sup't	Gail Holman
	Engineer	Obie Ehteridge

Meeting was called to order at 7:15 P.M. with the reading of the minutes of the previous meeting. Tex Ward made the motion and Andy Dallas seconded it, that the minutes be accepted as read, the motion carried by the following vote:

AYES:	Carl Peterson Tex Ward Andy Dallas
NOES:	none

Motion was made by Tex Ward and seconded by Andy Dallas to pay all bills. Motion carried by the following vote:

AYES:	Carl Peterson Tex Ward Andy Dallas
NOES:	none

Obie Etheridge briefed the Board about discussions with Great Western's engineers as to the progress of plans to meet districts specifications before taking new area into district.

After briefing by Obie Etheridge of plans for Executive Keys area, the Board agreed to except plat and blueprints, subject to changes the Board had asked Obie to get.

The Board agreed that Sammy Ingrum the inspector did not have to inspect Mercer Construcion on Monday, July 3, 1972, due to holidays of the other constuction business.

Motion made by Don Roy Farley and seconded by Tex Ward, to appoint McCaughan & Etheridge as District Engineers for Nueces County Water Control and Improvement District #4. Motion carried by the following vote:

AYES:	Carl Peterson Don Roy Farley Tex Ward Andy Dallas
NOES:	none

Motion made by Andy Dallas, seconded by Tex Ward, to set date to let bids on July 26, 1972, at 7:00 P.M. at the Water District Office, for the lateral lines for the sewer. Motion carried by the following vote:

AYES: Andy Dallas
 Carl Peterson
 Tex Ward

NOES: none

The Board authorized the manager to pursue putting in air release valves, if we have funds available.

Don Roy Farley resigned as director, since becoming manager, and the Board accepted his resignation. Tex Ward made the motion to appoint Joseph (Buddy) Belcher as director to serve in the vacant position. Motion was carried by the following vote: Andy Dallas seconded it.

Ayes: Andy Dallas
 Carl Peterson
 Tex Ward

NOES: none

The Board instructed the manager to order new lift pump, as well as parts to fix old one, for lift station at Avenue G and Alister.

The manager was directed to set up a meeting with city to discuss mutual problems and service. Also get information on resolution dated June 13, 1972 by the City.

The Board set new tap charge for services as follows:

3/4" tap	\$100.00
1" tap	\$200.00
1½" tap	\$300.00

This change is effective immediately, and is upped to offset the price of all materials.

The Board reviewed bids from George Clark Chevrelet, and Commercial Motors on New Pick-Up. Andy Dallas will try to checkout used pick-up at Clark's Showroom and report to the Board.

The manager was asked to pursue the best course for mapping the system.

Motion made by Andy Dallas, seconded by Tex Ward to buy an extra set of Flexible hose for the backhoe, if we have funds. Motion carried by the following vote:

AYES: Andy Dallas
 Tex Ward
 Carl Peterson

NOES: none

A flat rate of \$1.00 per thousand gallon was set on water from the tower going to contractors and such. On all others Gail will put meter in and charge a \$15.00 tap charge. Also Effective this date, all such accounts will be required to put up \$100.00 deposits.

Effective immediately, the Board will require \$3.00 per month for each fire hydrant on the line that the City hasn't accepted for maintenance, such as, University hydrants that may be required, county park, federal areas and so forth.

McCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BLDG.
CORPUS CHRISTI, TEXAS 78401

June 29, 1972

C
Maverick Engineering Company
P. O. Box 3248
Corpus Christi, Texas 78408

O
Re: Anchor Village (Sunday Villas)
Nueces County Water Control & Improvement District No. 4

Gentlemen:

P
This is to advise you that the District Board approved your preliminary plans for water and sewer service and utility easements at its meeting on June 28. They have notified the City of Port Aransas to release the building permits.

Y
Please submit 2 copies of your final plans and specifications for review as soon as completed, and do not issue a work order for construction until approved. Also, please see that we are furnished a copy (for the District's records) of the condominium agreement in its As Recorded form.

Very truly yours,

McCAUGHAN & ETHERIDGE
DISTRICT ENGINEERS
NUECES COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT NO. 4

By Oliver L. Etheridge
Oliver L. Etheridge, P. E.

OLE:ink
cc: Charles Cartwright
NCWC&ID #4

NCWCID #4
FILE

LAW OFFICES
UTTER, CHASE, CARTWRIGHT & BENNETT
424 WILSON BUILDING
POST OFFICE BOX 2307
CORPUS CHRISTI, TEXAS 78401

NORMAN L. UTTER
CARL C. CHASE
CHAS. N. CARTWRIGHT
MAX L. BENNETT

AREA CODE 512
682-7651

June 26, 1972

Mr. Obie L. Etheridge
Engineers
320 Wilson Building
Corpus Christi, Texas 78401

Re: Sunday Villas Association, Inc.

Dear Mr. Etheridge:

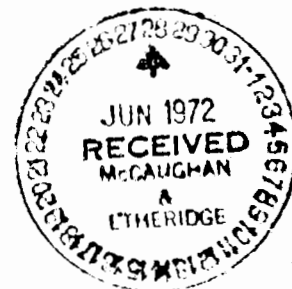
In accordance with our agreement this morning this will verify that the Developers of Sunday Villas, a cooperative development on the North end of Mustang Island, Nueces County, Texas, will dedicate to the Nueces County Water Control District #4 an additional five (5) foot utility easement with the development at stage 2 of their project. This easement shall be granted between Lots 7 and 8 of Block 3, Anchor Village and shall run approximately South 37° 32' 39" for a distance of approximately 132.1 feet from the Southern boundary line of said property.

It is further agreed that said utility easement will also be extended along the same line between Lot 7, Block 3, Anchor Village and Lot 2, Block 25, State Land Survey, Mustang Island, Nueces County, Texas, if said property is developed after we have obtained ownership thereof. Your courtesy in this matter is greatly appreciated.

Yours truly,

Chas. N. Cartwright
Chas. N. Cartwright

cc: Mr. Etheridge



MCCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

June 23, 1972

Nueces County Water Control &
Improvement District No. 4
P. O. Box 128
Port Aransas, Texas 78373

Re: Anchor Village, Lot 7 Block 3

Gentlemen:

At your request we have reviewed with the Developer's Engineer the proposed utilities for Lot 7 Block 3, Anchor Village, and he has cooperated fully in providing several things we requested. In conjunction with this we submit the following:

Recorded Plat, one copy. This was filed for record on March 22, 1972, and is recorded in Vol. 38, Page 83.

Water and Sanitary Sewer Layout, one copy. This is the preliminary plan for this work. The Engineer will submit final plans and specifications. Changes we requested have been made. The approach the owners desire to take is to dedicate the water lines and their easements to the District for future maintenance and operation, with separate meters at each "lot"; the sewer system is to be owned, operated and maintained by the owners, from the point they enter the property. The District will receive the sewage, get it to the plant, and treat it. Each resident with a water meter is to be billed for sewer service on the same basis as other residents of the District. We will, however, have approval authority on the plans and construction of the sewers, as we particularly want to keep infiltration down.

Staking Layout, one copy. The Recorded Plat shows 5' easements on the north and south boundaries only. We are requiring the Developer to dedicate to the District additional easements as shown, so that all of the water lines now have what we regard to be adequate space.

Page 2

Nueces County Water Control &
Improvement District No. 4
June 23, 1972

Letter from the Developer, one copy. This is his agreement to proceed with the construction of the utilities in accordance with final plans approved by us, corresponding with this preliminary, and committing himself and his assigns to the future maintenance of the interior sewers.

We believe all of the foregoing will be satisfactory to the District, and recommend approval. We believe it would be all right to clear the issuance of building permits by the City on the strength of what has been submitted, with your connection of services conditioned on actual completion of the proposed construction and dedication of the proposed additional easements.

Very truly yours,

McCAUGHAN & ETHERIDGE

By Obie L. Etheridge
Obie L. Etheridge, P. E.

OLE:ink

enc.

cc: Maverick Engineering Co.
P. O. Box 4235
Corpus Christi, Texas 78408

McCAUGHAN & ETHERIDGE

CONSULTING ENGINEERS

220 WILSON BLVD.

CORPUS CHRISTI, TEXAS 78401

June 30, 1972

**Mr. Wm. Anderson
Director of Planning
P. O. Box 9277
Corpus Christi, Texas 78408**

Re: Nueces County Water Control & Improvement District No. 4

Dear Mr. Anderson:

This is to advise that our firm has been formally designated as District Engineer by the Board of Nueces County Water Control & Improvement District Number 4, with authority to review and approve subdivision utility extensions proposed within the District's boundaries or in its service area. As the planning control of the City of Corpus Christi extends into this area, you also will be involved with many of these, and we believe it will be in our common interest to maintain a direct flow of information on such plans.

As the District has not previously had to face much of this type of problem, it has not formulated policies with much fixity, and we must therefore feel our way on a case by case basis for the time being. We would appreciate being notified of the submission of plans lying within the District or which will seek utility services by the District.

It might be helpful to hold a meeting of representatives from Planning, Engineering Services, the District Board, and ourselves to lay a groundwork for future cooperation.

Very truly yours,

McCAUGHAN & ETHERIDGE

By *Olde L. Etheridge*
Olde L. Etheridge, P.E.

**OLE:ak
cc: NCWC&ID #4**

McCAUGHAN & ETHERIDGE

CONSULTING ENGINEERS
830 WILSON BLVD.
CORPUS CHRISTI, TEXAS 78401

June 30, 1972

C Mr. James K. Lontos, P.E.
Director of Engineering Services
P. O. Box 9277
Corpus Christi, Texas 78408

Re: Nueces County Water Control & Improvement District No. 4

Dear Mr. Lontos:

O This is to advise that our firm has been formally designated as District Engineer by the Board of Nueces County Water Control & Improvement District Number 4, with authority to review and approve subdivision utility extensions proposed within the District's boundaries or in its service area. As the platting control of the City of Corpus Christi extends into this area, you will be involved with many of these, and we believe it will be in our common interest to maintain a direct flow of information on such plats.

P As the District has not previously had to face much of this type of problem, it has not formulated policies with much fixity, and we must therefore feel our way on a case by case basis for the time being. We would appreciate being notified of the submission of plats lying within the District or which will seek utility services by the District.

Y It might be helpful to hold a meeting of representatives from Planning, Engineering Services, the District Board, and ourselves to lay a groundwork for future cooperation.

Very truly yours,

McCAUGHAN & ETHERIDGE

By Oliver L. Etheridge
Oliver L. Etheridge, P.E.


OLE:ank
cc: NCWC&ID #4

Effective immediatley, the Board will require large capacity sewer inflo lines will have to go into manhole, cost to be paid by customer and subject to The District's spedifications and inspections.

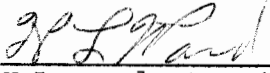
Manager asked to make copies of old policies for board member inspection.

There being no further business to come before the Board at this time, upon motion duly made and seconded, the meeting was adjourned.

Nueces County Water Control &
Improvement District Number 4


Carl Peterson, President

ATTEST:


H.L. Ward, Secretary

MINUTES OF
REGULAR MEETING

June 14, 1972

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 14th day of June, 1972, the Board of Directors for the Nueces County Water Control and Improvement District No. 4, convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Don Roy Farley
Vice President	Carl Peterson
Secretary	H.L. Ward
Director	Andy Dallas
Director	Carl Castell
Superintendent	Gail Holman

Visitors:

Great Western Reps.	Raymond Chilton
Engineer	Harold Sheraer

Minutes of May 24 were read and approved as set forth, by the following vote. Motion made by Carl Peterson, seconded by H.L. Ward, voting was as follows:

AYES	Don Roy Farley
	Carl Peterson
	H.L. Ward
	Carl Castell
	Andy Dallas
NOES:	none

Don Roy Farley resigned as President since he was hired as manager. Carl Peterson was elected president, after resigning as vice president. Andy Dallas was elected as vice-president. Don Roy Farley was appointed director until such time as next election when he will resign as director, and a new member will be elected to the Board. Andy Dallas made the motion to accept the above new officers, and Carl Castell seconded it, carried by the following vote:

AYES:	Don Roy Farley
	Carl Castell
	Carl Peterson
	Andy Dallas
	H.L. Ward
NOES:	none

A report on the construction was given by Don Roy Farley, Mgr. This progress report being derived from the engineers daily report from Sammy Ingram, which are very thorough.

Continued discussion on some agreement where by Great Western land can be served water and sewer after they agree to come into district and be taxed accordingly. General agreement reached, but subject to agreement by our engineers, attorney and financial agent.

After discussion of need for replacement pump at Ave. G and Alister St. Motion was made by Andy Dallas, seconded by H.L. Ward to purchase replacement pump, but continue to use present motor. Motion carried by the following vote:

AYES:	Don Roy Farley
	H.L. Ward
	Carl Castell
	Carl Peterson
	Andy Dallas
NOES:	none

The following letter was presented to the Board:

TEXAS STATE DEPARTMENT OF HEALTH
AUSTIN, TEXAS

May 25, 1972
Mr. Don Roy Farley, President
Nueces County WCID No. 4
P.O. Box 128
Port Aransas, Texas 78373

Dear Mr. Farley:

On May 10, 1972, our representative, W.R. Johnston, P.E., in company with Mr. G.K. Holman, conducted a sanitary survey of the subject water system.

The report received by this Department covering this survey indicated that the majority of the requirements for continued Texas State Department of Health approval are being complied with. However, we wish to call the following recommendation to your attention.

1. The Water system should have two certified operators with a valid certificate of competency issued under the direction of the Texas State Department of Health to insure that the system is under the supervision of a certified operator in times of illness, vacation, etc. This is a requirement for continued Texas State Department of Health "Approval" of the water supply.

We wish to express the thanks and appreciation of our representative for the courtesies extended during his survey, and should clarification of the above recommendation be desired, please advise us.

Yours very truly,

Thomas D. Tiner, P.E. Chief
Water Supply Program
Division of Sanitary Engineering

Attempt to obtain another licensed operator in now in progress.

Other discussions and actions for the manager to pursue are as follows:

1. Find most economical method of taping larger lines.
2. Find most economical method of extending new 6" water lines and better service and fire protection.
3. Check cathodic protection contract.
4. Continue to be informed of our water sources.
5. Make up new policy booklet for board to check.
6. Continue work with city for better utilities for people who purchase land in area.
7. Make list of new prospective customers that will be served by new construction.
8. Make accurate study and report of new tap rate for water & sewer.
9. Continue to seek for damages reimbursement from government.

There being no further business to discuss, upon motion duly made and seconded, the meeting was adjourned.

NUECES COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT NO. 4

Don Roy Farley
Don Roy Farley, President

H.L. Ward, Secretary
ATTEST: *H.L. Ward*

shall be recorded in a bond record in the district office and filed for safekeeping in the depository of the district. (39th Legis., G.L., Ch. 25, Sec. 89, sen. 1, 3, 4.)

§ 51.080. Compensation of Directors

(a) A director is entitled to receive compensation of not more than \$25 a day for each day he actually spends performing his duties as a director, but the fees shall not be more than \$100 for any one month.

(b) Before a director may receive compensation for his services, he shall file with the secretary a verified statement showing the number of days actually spent in the service of the district. The statement shall be filed on the last day of the month, or as soon after that time as possible. (39th Legis., G.L., Ch. 25, Sec. 43, as amended.)

§ 51.081. Officers; Quorum

(a) The president is the chief executive officer of the district and presides at all meetings of the board. The vice president shall act as president in case of the absence or disability of the president. The secretary is secretary of the board and is responsible for seeing that all records and books of the district are properly kept. In the case of the absence or inability of the secretary to act, the board shall select a secretary pro tem.

(b) Three directors constitute a quorum for any meeting, and a concurrence of three is sufficient for transacting any business of the district except letting construction contracts and drawing warrants on the depository for payment of the contracts, which require the concurrence and signature of four directors. Warrants to pay current expenses, salaries, and accounts may be drawn by an officer or employee designated by standing order entered in the minutes when these accounts have been contracted and ordered paid by the directors. (39th Legis., G.L., Ch. 25, Sec. 41, and Sec. 42, sen. 1, 2, 3, 4.)

§ 51.082. Vacancies

(a) All vacancies on the board and in other offices shall be filled for the unexpired term by appointment of the board.

(b) If the number of directors is reduced to fewer than three, the vacancies shall be filled by special election ordered by the remaining members of the board. If the director or directors fail to order an election within 15 days after the vacancies occur, any voter or creditor of the district may petition the district judge of any judicial district in which land of the district is located, and the judge may order the election, fixing the date, ordering the publication of notice by any county sheriff, and naming the officers to hold the election.

(c) The returns of the election ordered by a district judge shall be made to and filed in the office of the clerk of the court and he shall declare the result of the election.

(d) The officers elected shall furnish bond and qualify in the manner provided in this chapter for directors first appointed for a district on its creation. (39th Legis., G.L., Ch. 25, Sec. 38.)

§ 51.083. General Manager

The board may employ a general manager and give him full authority in the management and operation of the affairs of the district subject only to the orders of the board. (39th Legis., G.L., Ch. 25, Sec. 46, sen. 1.)

§ 51.084. Director as Manager

A director may be employed as general manager with compensation fixed by the other four directors. When so employed, he shall continue to perform the duties of a director. (39th Legis., G.L., Ch. 25, Sec. 46, sen. 7.)

§ 51.085. District Tax Assessor and Collector

The board may appoint one person to the office of tax assessor and collector, or it may order an election to fill that office. (39th Legis., G.L., Ch. 25, Sec. 54, sen. 1, 2, as amended.)

§ 51.086. Tax Assessor and Collector's Bond

(a) The tax assessor and collector shall execute a good and sufficient bond for \$5,000, signed by at least two sufficient sureties or a surety company and approved by the board. The bond shall be conditioned on the faithful performance of his duties and on his paying to the depository all money or other things of value that he receives in his capacity as tax assessor and collector.

(b) The board may require the tax assessor and collector to give additional bonds or security or a larger bond at any time. (39th Legis., G.L., Ch. 25, Sec. 54, sen. 3, 4, as amended.)

§ 51.087. Deputy Tax Assessor and Collector

(a) The board may appoint one or more deputies to assist the tax assessor and collector for a period not to exceed one year.

(b) Each deputy may be required to furnish a bond with similar conditions to the bond required by the tax assessor and collector. (39th Legis., G.L., Ch. 25, Sec. 54, sen. 5, as amended.)

FIRST AMENDED AGREEMENT
FOR
WATER AND SEWAGE SERVICES

WHEREAS, Great Western Corporation, a Texas corporation, (hereinafter called "GWC") and the Nueces County Water Control and Improvement District No. 4 (hereinafter called "the District") have heretofore entered into an Agreement for Water and Sewage Services dated April 26, 1972, covering the following described property situated on Mustang Island, Nueces County, Texas, to-wit:

A 294.19 acre tract of land, more or less, out of Survey 591 and 592 on Mustang Island, Nueces County, Texas, and being more particularly described as follows:

BEGINNING at the point of intersection of the centerline of Park Road No. 53 with the Southwesterly line of said Survey 592, said point being the West corner of this tract and the Point of Beginning:

THENCE, with said centerline North 30° 19' 00" East, at 3734.47 feet pass the Northeasterly line of said Survey 592 and the Southwesterly line of said Survey 591 in all a distance of 5986.97 feet to the North corner of this tract;

THENCE, South 58° 22' 00" East 2230.76 feet to a point in the Southeast line of said Survey 591 and the East corner of this tract;

THENCE, with the said Southeast line of Survey 591 South 32° 17' 20" West, 2252.06 feet to the South corner of said Survey 591 and the East corner of said Survey 592;

THENCE, with the Southeasterly line of said Survey 592 South 31° 38' 00" West, 3733.50 feet to the South corner of said Survey 592 and the South corner of this tract;

THENCE, with the said Southwesterly line of Survey 592 North 58° 22' 00" West, 2067.18 feet to the point of beginning, hereinafter called "Mustang Island Section 1"; and

WHEREAS, GWC is now the owner of additional property situated on Mustang Island, Nueces County, Texas, described as follows:

A 498.18 acre tract of land, more or less, out of Surveys 593, 594 and 595 on Mustang Island, Nueces County, Texas, and being more particularly described as follows:

BEGINNING at the point of intersection of the southwest line of said Survey 595 with the centerline of Park Road No. 53, said point being the most westerly corner of this tract and the Point of Beginning;

THENCE, with the said centerline North 30° 19' 00" East at 3733.03 feet pass the northeast line of said Survey 595 and the southwest line of said Survey 594 at 7467.94 feet pass the northeast line of said Survey 594 and the Southwest line of said Survey 593, in all a distance of 11201.76 feet to a point in the northeast line of said Survey 593 and the most northerly corner of this tract;

THENCE, with the said northeast line of Survey 593 South 58° 22' 00" East, 2067.18 feet to the most easterly corner of said Survey 593 and the most easterly corner of this tract;

THENCE, with the southeast line of said Survey 593 South 31° 38' 00" West, 3732.85 feet to the most southerly corner of said Survey 593 and the most easterly corner of said Survey 594;

THENCE, with the southeasterly line of said Survey 594 South 31° 39' 00" West, 3733.95 feet to the most southerly corner of said Survey 594 and the most easterly corner of said Survey 595;

THENCE, with the southeast line of said Survey 595 South 31° 38' 00" West, 3732.07 feet to the most southerly corner of said Survey 595 and the most southerly corner of this tract;

THENCE, with the southwesterly line of said Survey 595 North 58° 22' 00" West, 1809.05 feet to the point of beginning, hereinafter called "Mustang Island Section 2"; and

WHEREAS, Mustang Island Section 2 is situated south of and outside the boundaries of the District; and

WHEREAS, GWC desires to arrange a means by which a supply of fresh, potable water may be provided to the occupants of Mustang Island Section 2 and to provide for the treatment of sewage from Mustang Island Section 2; and

WHEREAS, the District desires to supply water to and receive and treat sewage from the occupants of Mustang Island Section 2; and

WHEREAS, both GWC and the District desire to amend their Agreement for Water and Sewage Services dated April 26, 1972 (hereinafter called "Original Agreement") and to consolidate their Agreement for services to both Mustang Island Section 1 and Mustang Island Section 2:

NOW, THEREFORE, for and in consideration of the premises, GWC and the District hereby agree as follows:

1. Subject to the limitations set forth in paragraph ⁶ below, the District agrees to furnish a supply of fresh, potable water to the occupants of Mustang Island Sections 1 and 2 and to take, receive and treat sewage from Mustang Island Sections 1 and 2 at such time as the following conditions have been met:

RHC
COP

a. GWC has take such legal steps as may be necessary to cause the annexation of Mustang Island Section 2 to the District (Mustang Island Section 1 having been annexed to the District on April 26, 1972); and

b. GWC has constructed and installed, at its sole cost and expense the water transmission line, ^{+ water tower} designated as "Stage 1" (see page 25) in that certain "Engineering Report for Sanitary Sewage Collection System and Water Distribution System, Mustang Island Project", prepared by Urban Engineering, Corpus Christi, Texas, Job No. 7678, dated July 1972, (hereinafter called "Engineering Report", copies of which are on file in the offices of the District and Urban Engineering), which water transmission line shall extend from the overhead water storage tank located in the vicinity of the intersection of Avenue C and 9th Street, Port Aransas, Texas, along public streets and then along Park Road 53 in easements provided under the terms of Paragraph 2 below, to a point in the southerly boundary of Mustang Island Section 2; and

c. GWC has constructed and installed, at its sole cost and expense the sewage pump station, force main and facilities designated as "Stage 1" in the Engineering Report (see page 18), which sewage force main shall extend from the District's sewage treatment plant along public streets and then along Park Road 53 in easements provided in accordance with Paragraph 2 below, to a point in the southerly boundary of Mustang Island Section 2, together with a gravity line from which each of the 57 tracts into which GWC proposes to subdivide Mustang Island Sections 1 and 2 so each of such tracts can be served.

d. GWC has platted Mustang Island Section 2 in accordance with the plat, a copy of which is attached hereto as Exhibit A (Mustang Island Section 1 having been platted, the plat of which is recorded in Volume 38, page 130, Map Records of Nueces County, Texas).

(Other copies have been initiated by G.W. + Pres. Peterson)

2. District agrees to acquire and provide the necessary easements for such water and sewerage transmission lines extending from the sources specified in paragraph 1 above to the northerly boundary of Survey No. 590. GWC agrees to acquire and provide the necessary easements for such water and sewer transmission lines from the northerly boundary of Survey No. 590 to the southerly boundary of Survey No. 595.

3. District agrees that it will not allow or permit any person or party to tap, connect onto or utilize any water or sewage services from the above described water lines or sewage lines laid at the expense of GWC without the prior written approval of both GWC and the District, subject to the following exceptions, terms and conditions:

a. Water taps of one inch (1") or less in size shall require only the approval of the District.

b. The approval of GWC shall not be unreasonably withheld provided GWC is reimbursed for that proportion of GWC's cost and expenses incurred in laying such lines calculated by dividing the overall line capacity by the capacity of the tap, ~~plus interest on such portion of GWC's cost, calculated at the rate of 8% per annum from date of installation to date of payment,~~ and further provided that agreements are made so that such tap, or taps, shall not reduce the availability of water or sewage services to occupants of lands which have been acquired from GWC by such occupants or their predecessors in interest.

RHC
COP

4. GWC agrees to pay to the District, on an annual basis, the amount, if any, by which the District's actual cost of operating and maintaining the above described water and sewer transmission lines, together with the actual costs of operating and maintaining any other water or sewer lines which may be laid within Mustang Island Sections 1 and 2, exceeds any sums paid to the District by users of such water or sewage lines.

5. Until such time as Mustang Island Sections 1 and 2 are included within the boundaries of a City, fire district or other governmental entity with fire protection responsibilities, GWC agrees to maintain, paint and

flush the fire plugs situated within the above described subdivisions in accordance with the schedule and techniques of the fire department serving the City of Port Aransas, Texas, and agrees to pay the District for the water used in such flushing operations, as well as any water used in furnishing fire protection for such subdivisions, at the water rate the District is then charging residents of such subdivisions.

6. It is understood and agreed that at such time as each of Mustang Island Sections 1 and 2 is included within the boundaries of the District that, except as specifically provided herein, GWC and all occupants of each of such Mustang Island Sections 1 and 2 shall be entitled to all of the rights and privileges of every other member of the District, and shall be subject to the duties, obligations and policies of the District which are customarily and uniformly applied to in-District customers including, but not limited to: charges for water and sewage services; reduced water and sewage services in the event of natural calamity or other cause beyond the District's control; and design specifications for installing water and sewage lines within such subdivisions.

7. This Agreement shall completely supercede and replace the Original Agreement and shall continue in full force and effect for a term of fifteen (15) years from the date hereof, and shall be binding upon the undersigned, their successors and assigns.

DATED July 13, 1972.

GREAT WESTERN CORPORATION

ATTEST:

[Signature]
Secretary

By Raymond L. Chelton
Vice President

NUECES COUNTY WATER AND IMPROVEMENT DISTRICT
NO. 4

ATTEST:

W. L. Ward
Secretary

By Carl Peterson
President

THE STATE OF TEXAS }

COUNTY OF NUECES }

BEFORE ME, the undersigned authority, on this day personally appeared R. K. Chilton, president of Great Western Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated therein and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of July, 1972.

W. R. Ellis
Notary Public in and for Nueces County, Texas

W. R. ELLIS

Notary Public, in and for Nueces County, Texas

THE STATE OF TEXAS }

COUNTY OF NUECES }

BEFORE ME, the undersigned authority, on this day personally appeared Carl Peterson, president of Nueces County Water and Improvement District No. 4, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated therein and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of July, 1972.

W. R. Ellis
Notary Public in and for Nueces County, Texas

W. R. ELLIS

Notary Public, in and for Nueces County, Texas

MINUTES OF
REGULAR MEETING

May 24, 1972

CITY OF PORT ARANSAS X
COUNTY OF NUECES X
STATE OF TEXAS X

On this the 24th day of May, 1972, the Board of Directors of the Nueces County Water Control and Improvement District #4 convened in a regular meeting, at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Don Roy Farley
Vice President	Carl Peterson
Secretary	H.L. Ward
Director	Carl Castell
Director	Andy Dallas

Visitors:

Outside Supt.	Gail Holman
South Jetty Rep.	Steve Frishman
Great Western Rep.	Ray Chilton

The minutes of the meeting of May 10th were read and approved as set forth.

Don Roy presented the board with a contract to hire him as manager. A copy of this contract is attached and becomes a permanent part of these minutes. A motion to accept this contract and hire Don Roy as Manager was made by Andy Dallas and seconded by Carl Peterson. Motion was carried by the following vote:

AYES :	Carl Castell
	Andy Dallas
	Carl Peterson
	H.L. Ward

NOES:	none
-------	------

A long discussion was held with Mr. Ray Chilton, of Great Western Corp.

When Mr. Buzek from the Executive Keyes presents his plans the district will accept the water line he laid.

Motion was made by Carl Peterson and seconded by Andy Dallas that if we have enough money in the Budget, we will put in #4 of the air relief valves on the 12" line at designated in the plans from McCaughan & Etheridge. This motion was carried by the following vote:

AYES:	Don Roy Farley
	Andy Dallas
	Carl Castell
	Carl Peterson
	H.L. Ward

NOES:	none
-------	------

Sammy Ingram's daily reports were read and approved.

The following letter from the City was presented to the Board:

May 11, 1972

Board of Directors
Nueces County Water District #4
P.O. Box 128
Port Aransas, Texas 78373

Gentlemen:

As of April 17, 1972 the City Council of the City of Port Aransas would like to request that connections of your services not be made by you, unless the person or persons requesting your service for connection on construction jobs have purchased a permit from the City.

Sincerely,

Barney Farley, Jr Mayor
City of Port Aransas

The following letter from the E.P.A. was presented to the Board:

May 16, 1972

Mr. Don Roy Farley
President, Board of Directors
Nueces County WCID #4
P.O. Box 128
Port Aransas, Texas 78373

Re: WPC-TEX-695
Nueces Co. WCID#4

Through: Texas Water Quality Board

Dear Mr. Farley:

Enclosed is one copy of Change Order No.2 for no change in the amount of the sewerage system improvements contract. The Contract amount remains at \$346,149.60 all of which is eligible for federal participation.

Sincerely yours,

S.A. Russell, Jr. P.E.
Area Engineer
Engineering and Design Section

A copy of the above mentioned change order is attached and becomes a permanent part of these minutes.

The following letter from McCaughan and Etheridge was read to the Board

May 22, 1972

Nueces County Water Control & Improvement Dist #4
P.O. Box 128
Port Aransas, Texas 78373

Gentlemen:

Attached are 7 copies of Change Order No.3 to the subject project, omitting the manhole steps from all manholes at a reduction in total cost of \$378.00.

After acceptance by the District, please make distribution of copies as shown on the change order.

Very truly yours,

McCaughan & Etheridge

F. A. McCaughan, P.E.

A copy of the above mentioned change order is attached and becomes a permanent part of these minutes.

Motion made to accept the above change order made by Carl Peterson and seconded by Carl Castell. Motion was carried by the following vote:

AYES:

Don Roy Farley
Carl Castell
Carl Peterson
Andy Dallas
H.L. Ward

NOES:

none

Don Roy will contact Buddy Cage and Great Western about picking up Great Western on the tax roll as of the day the negotiations started.

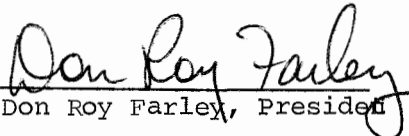
Gail submitted an estimate of \$395.00 for a pump to be used in the sewer system for the purpose of pumping solids out of sewer lines and the Board agreed to purchase same if funds were available. Motion made by Andy Dallas and seconded by Carl Peterson. Motion carried by the following vote:

AYES:	Don Roy Farley
	Andy Dallas
	Carl Castell
	Carl Peterson
	H.L. Ward

NOES:	none
-------	------

There being no further business to come before the Board, upon motion duly made and seconded, the meeting was adjourned at 9:00 P.M.

Nueces County Water Control &
Improvement District Number 4


Don Roy Farley, President

ATTEST:


H.L. Ward, Secretary

STATE OF TEXAS

COUNTY OF NUECES | KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, the Board of Directors of Nueces County Water Control and Improvement District No. 4 met in regular session on the 24 day of May, 1972, and among other Proceedings had by said Board of Directors was a discussion to enter into a contract of employment by and between the Board of Directors of Nueces County Water Control and Improvement District No. 4 and Don Roy Farley, a resident of Nueces County, Texas and a former member of such board, wherein the said Don Roy Farley was to be employed as Manager of Nueces County Water Control and Improvement District No. 4; and WHEREAS, on motion duly made, seconded, and affirmatively voted upon by all members of the Board of Directors of Nueces County Water Control and Improvement District No. 4 present, it was resolved that a contract of employment be entered into between the Board of Directors of Nueces County Water Control and Improvement District No. 4 and Don Roy Farley by which the said Don Roy Farley will serve as the Manager of the Nueces County Water Control and Improvement District No. 4 for a term of three years starting June 1, 1972 and terminating May 31, 1975. IT IS THEREFORE AGREED by and between the Board of Directors of Nueces County Water Control and Improvement District No. 4 as follows:


1) The Board of Directors of the Nueces County Water Control and Improvement District No. 4 agrees to employ Don Roy Farley as the Manager of the Nueces County Water Control and Improvement District No. 4 for a term of three years starting June 1, 1972 and terminating May 31, 1975, and the Board of Directors of Nueces County Water Control and Improvement District No. 4 agrees to pay Don Roy Farley an annual salary of \$9,000.00 payable in monthly installments of \$750.00, the first monthly installment to be paid on or about the 1st day of July, 1972. IT IS FURTHER AGREED and

understood by both parties that the Board of Directors of Nueces County Water Control and Improvement District No. 4 will authorize an additional amount to pay the expenses of Don Roy Farley for travel in behalf of the district. IT IS FURTHER AGREED and understood by both parties that Don Roy Farley will, to the best of his ability, discharge the duties of Manager of Nueces County Water Control and Improvement District No. 4 as required by the State Laws of Texas and will, to the best of his ability, enforce the policies, resolutions, and rules and regulations which are set up by the Board of Directors of Nueces County Water Control and Improvement District No. 4, and that the Board of Directors of Nueces County Water Control and Improvement District No. 4 will not terminate this Contract except for deliberate violations of its spirit and provisions.

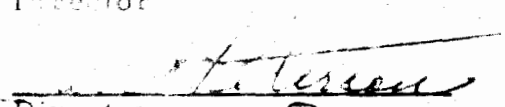
EXECUTED at Port Aransas, Texas this the 21st day of May, 1972

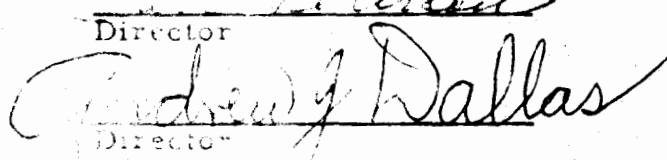
BOARD OF DIRECTORS OF NUECES COUNTY WATER
CONTROL AND IMPROVEMENT DISTRICT NO. 4

by:



Director


Director


Director


Director

I sign to evidence my acceptance of said contract.


Don Roy Farley

CONTRACT CHANGE ORDER
NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4
PORT ARANSAS, TEXAS

PROJECT: SEWERAGE SYSTEM IMPROVEMENTS, WPC-TEX-695

CONTRACTOR: SLOVAK BROTHERS
P. O. BOX 5096
CORPUS CHRISTI, TEXAS 78405

CHANGE ORDER NO. 2

April 18, 1972

DESCRIPTION OF CHANGE

Change type of pipe to be used in the sanitary sewers from 12", 10" and 8" Extra Strength Vitrified Clay Pipe as bid in Items Nos. 5A thru 14A to 12", 10" and 8" ABS Truss Pipe as bid in Items Nos. 5B thru 14B. Unit prices for Items 5B thru 14B to be the same as unit prices bid for items 5A thru 14A

PRESENT CONTRACT AMOUNT	\$346,149.60
This Change Order - no change	-0-
REVISED CONTRACT AMOUNT	\$346,149.60

RECOMMENDED BY [Signature]
SLOVAK BROTHERS, Contractor

4-19-72

APPROVED BY [Signature]
McCAUGHAN & ETHERIDGE, Engineers

4-20-72

ACCEPTED BY [Signature]
NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NO. 4

4-20-72

Distribution by NCWC&ID #4:

3 copies to Environmental Protection Agency, Water Quality Office, Region VI,
1600 Patterson Street, Suite 1100, Dallas, Texas 75201
2 copies to Slovak Brothers, P.O. Box 5096, Corpus Christi, Texas 78405
1 copy to McCaughan & Etheridge, 320 Wilson Building, Corpus Christi, Texas

THREE DOCUMENTS SUPPORTING A FEDERAL
CONSTRUCTION OF THE FEDERAL WATER POLLUTION CONTROL
ACT (33 USC 466 ET. SEQ), AS AMENDED, HAVE BEEN
REVIEWED AND APPROVED WITH RESPECT TO PRO-
GRAM REQUIREMENTS.

[Signature] 5/15/72
DATE
[Signature] 5/16/72
DATE
APPROVED BY

APPROVED

TEXAS WATER QUALITY BOARD

DATE: MAY 9 1972

BY: [Signature]

MAY 11 1972

CONTRACT CHANGE ORDER
NUECES COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4
PORT ARANSAS, TEXAS

PROJECT: SEWERAGE SYSTEM IMPROVEMENTS, WPC-TEX-695

CONTRACTOR: SLOVAK BROTHERS
P. O. BOX 5096
CORPUS CHRISTI, TEXAS 78405

CHANGE ORDER NO. 3

May 18, 1972

DESCRIPTION OF CHANGE

Eliminate fiber reinforced polyester manhole steps from all manholes. Total of 108 steps to be omitted at \$3.50 per step total a net deduction of \$378.00.

PRESENT CONTRACT AMOUNT	\$346,149.60
This Change Order	378.00
REVISED CONTRACT AMOUNT	<u>\$345,771.60</u>

RECOMMENDED BY *[Signature]*
SLOVAK BROTHERS, Contractor

5-19-72

APPROVED BY *[Signature]*
McCAUGHAN & ETHERIDGE, Engineers

5-22-72

ACCEPTED BY *[Signature]*
NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NO. 4

5-24-72

Distribution by NCWC&ID #4:

- 3 copies to Environmental Protection Agency, Water Quality Office, Region VI,
1600 Patterson Street, Suite 1100, Dallas, Texas 75201
- 2 copies to Slovak Brothers, P.O. Box 5096, Corpus Christi, Texas 78405
- 1 copy to McCaughan & Etheridge, 320 Wilson Building, Corpus Christi, Texas
78401
- 1 copy to District's File

MINUTES OF
* * * * REGULAR MEETING * * * *

MAY 10.1972

CITY OF PORT ARANSAS X

COUNTY OF NUECES X

STATE OF TEXAS X

On this the 10th day of May, 1972, The Board of Directors of the Nueces County Water Control and Improvement District # 4 convined in a regular meeting, at the regular meeting place thereof, there being present and in attendance the following members, to-witt:

Persident	Don Roy Farley
Vice President	Carl Peterson
Secretary	H.L. Ward
Director	Carl Castell
Director	Andy Dallas
Visitors	Gail Holman
	Mr. Dillard
	Mr. Reynolds

Minutes of April 26, 1972 were read and approved.

There was a disscussion with Mr. Reynolds and Don Roy Farley will call Aransas Pass in respect to contract on Water.

Mr. Reynolds (With Clement Williams) explained the Sewer Tests in general and the cost will increase approximately 50% when we have 2 Sewer Plants in operation.

Betty did we ask you to check into the registration information required for the Texas Water code?

Sammys report was read and accepted.

Letter from Mr. Buzek.
May 1, 1972

Nueces County Water Control
& Improvement District # 4
P.O. Box 128
Port Aransas, Texas 78373

Gentlemen:

On my last inspection trip to our project near Port Aransas, Texas, I noticed that a tap and meter has been installed on a line that we extended from Mustang Island Road to our site at Access Road 1-A and the beach. As a matter of record, I would appreciate a letter from your District stating that the 6" line extention has been accepted and any future taps and maintenance will be handled by your office.

Sincerely,
Jack Goebel Contrsuction Company, Inc.

Joe E. Buzek
Superintendent

JEB/dv

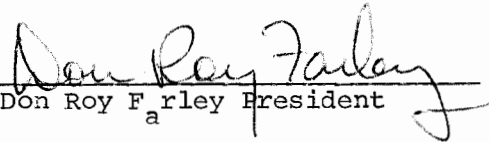
Don Roy Farley will check on Blue Prints and Plans from Gobel Construction Company, Inc.

Report from McCaughan & Etheridge on relief valves for air in lines.

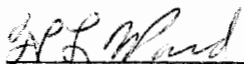
Don Roy will contact McCaughan & Etheridge about feasibility of putting part of the relief valves in at a time.

There being no further business to come before the Board, upon motion duly made and seconded, the meeting was adjourned.

Nueces County Water Control
& Improvement District # 4


Don Roy Farley President

ATTEST:


H. L. Ward, Secretary

MINUTES OF
REGULAR MEETING

April 26, 1972

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 26th day of April, 1972, the Board of Directors for the Nueces County Water Control and Improvement District No. 4 convened in a regular meeting at the regular meeting place thereof, there being present and in attendance the following members to-witt:

	Vice President	Carl Peterson
	Secretary	H.L. Ward
	Director	Carl Castell
Absent:	President	Don Roy Farley
	Director	Andy Dallas
Visitors:		
	Outside Supt.	Gail Holman
	Quality Testing Co.	Doyne Reynolds
	Attorney	Dick Hatch
	Engineers	Obie Etheridge
		Frank McCaughan
	Great Western Reps:	Larry Urban
		Ray Chilton
	Attorney	J.W. Gary
	Secretary	J.A. Zimmerman

Minutes of April 11th and 12th and 20th were read and the ones for the 11th and 20th were approved but the minutes of the 12th are to be retyped.

Doyne Reynolds offered William's services for \$87.00 per month, (same tests as before). Such services unanimously accepted.

Great Western (Modesett) had a long discussion with the Board, agreed to come into the District and signed the agreement (Subject to the approval of Don Roy and Andy Dallas). Resolution of annexation is attached. Motion was made to accept annexation by H. L. Ward. Seconded by Carl Castell.

Motion carried.
Obie Etheridge offered the literature and information of the relief valves on the water line from Aransas Pass, also the check valves and meter in Aransas Pass, but due to the Absence of Don Roy and Andy Dallas, these subjects were tabled till the next meeting.

An opportunity to send additional men to school was turned down at this time.

The following letter from the Texas Water Rights Commission was read:

April 19, 1972

Dear Sir,

Our records show that the registration information required by Section 50.103, Texas Water Code, is not current for your district. Enclosed are copies of the District Registration Form to assist you in up-dating your district's information for the Texas Register of Water Districts.

We would like to remind you of two other provisions of the Code. Section 50.102 requires a copy of any order changing the district's boundaries and Section 50.104 requires that a copy of and audit of the district's affairs be filed with this agency.

Your assistance in this matter will be appreciated.

TEXAS WATER RIGHTS COMM.

RESOLUTION AND ORDER EXECUTING ANNEXIATION OF LAND TO NUECES COUNTY WATER
CONTROL & IMPROVEMENT DISTRICT NUMBER 4.

On the 26th day of April, 1972, the Board of Directors
of Nueces County Water Control and Improvement District Number 4 convened in
Regular session being open to the public at the regular meeting
place thereof in said District, with the following members of the Board

present: Vice President Carl Peterson
Secretary H. L. Ward
Director Carl Castell

and the following absent:

President Don Roy Farley
Director Andy Dallas

, constituting a quorum; and among other proceedings had were the following;

The President of the Board presented a resolution and order authorizing
execution of legal annexation documents between the ~~Nueces County Water~~
Control and Improvement District Number 4, and Great Western.

The resolution and order was read in full and, after full discussion
thereof, Mr. H. L. Ward made a motion that it be adopted. The
motion was seconded by Mr. Carl Castell. The motion, carrying
with it the adoption of the resolution and order, prevailed by the following
vote:

Ayes: 3

Nayes: 0

The President than declared the resolution and order finally passed and
adopted.

The resolution and order is as follows:

WHEREAS, Nueces County Water Control and Improvement District No. 4
finds that the annexation and addition of the Great Western territory,
known thereafter as "SECTION I",
further described in executed legal documents, is considered to be to the
advantage of the District, and the District's facilities are sufficient to
supply the additional land without injury to land already in the District.

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 4, that the President of the Board of Directors be authorized to execute legal annexation and agreement documents between the Nueces County Water Control and Improvement District Number 4 and Great Western.

I, the undersigned, Secretary of the Board of Directors of Nueces County Water Control and Improvement District Number 4, do hereby certify: That the foregoing resolution and order was duly passed and approved and is in full force and effect. Witness my hand and seal of office this the 26th day of April, 1972.

J. L. Ward
Secretary, Board of Directors
Nueces County Water Control and
Improvement District Number 4

(seal)

ORIGINAL

THE STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES

X

That the Nueces County Water Control and Improvement District No 4, upon the written petition of Great Western Corporation to annex to said district, does hereby annex to the Nueces County Water Control and Improvement District No. 4 the following described property, to-wit:

A 294.19 acre tract of land, more or less, out of Survey 591 and 592 on Mustang Island, Nueces County, Texas, and being more particularly described as follows:

BEGINNING at the point of intersection of the centerline of Park Road No. 53 with the Southwesterly line of said Survey 592, said point being the West corner of this tract and the Point of Beginning:

THENCE, with said centerline North $30^{\circ} 19' 00''$ East, at 3734.47 feet pass the Northeasterly line of said Survey 592 and the Southwesterly line of said Survey 591 in all a distance of 5986.97 feet to the North corner of this tract;

THENCE, South $58^{\circ} 22' 00''$ East 2230.76 feet to a point in the Southeast line of said Survey 591 and the East corner of this tract;

THENCE, with the said Southeast line of Survey 591 South $32^{\circ} 17' 20''$ West, 2252.06 feet to the South corner of said Survey 591 and the East corner of said Survey 592;

THENCE, with the Southeasterly line of said Survey 592 South $31^{\circ} 38' 00''$ West, 3733.50 feet to the South corner of said Survey 592 and the South corner of this tract;

THENCE, with the said Southwesterly line of Survey 592 North $58^{\circ} 22' 00''$ West, 2067.18 feet to the Point of Beginning,

and being the same property described in petition for
annexation by Great Western Corporation as shown by the petition
which follows:

THE STATE OF TEXAS

Y

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES

Y

That Great Western Corporation, a body corporate, duly incorporated and doing business under the laws of the State of Texas, acting by and through Raymond L. Chilton, Jr., its Vice-President, of the County of Nueces, State of Texas, hereunto authorized by a resolution of the Board of Directors of said corporation, does hereby petition the Nueces County Water Control and Improvement District No. 4 to annex to said district the following described land which land is wholly owned by petitioner, to-wit:

A 294.19 acre tract of land, more or less, out of Survey 591 and 592 on Mustang Island, Nueces County, Texas, and being more particularly described as follows:

BEGINNING at the point of intersection of the centerline of Park Road No. 53 with the Southwesterly line of said Survey 592, said point being the West corner of this tract and the Point of Beginning:

THENCE, with said centerline North 30° 19' 00" East, at 3734.47 feet pass the Northeasterly line of said Survey 592 and the Southwesterly line of said Survey 591 in all a distance of 5986.97 feet to the North corner of this tract;

THENCE, South 58° 22' 00" East 2230.76 feet to a point in the Southeast line of said Survey 591 and the East corner of this tract;

THENCE, with the said Southeast line of Survey 591 South 32° 17' 20" West, 2252.06 feet to the South corner of said Survey 591 and the East corner of said Survey 592;

THENCE, with the Southeasterly line of said Survey 592 South 31° 38' 00" West, 3733.50 feet to the South corner of said Survey 592 and the South corner of this tract;

THENCE, with the said Southwesterly line of Survey 592 North 58° 22' 00" West, 2067.18 feet to the Point of Beginning,

IN WITNESS WHEREOF the said corporation has caused these presents to be signed by its said vice-president, and by its secretary, this the 26th day of April, 1972.

GREAT WESTERN CORPORATION

By Raymond L. Chilton, Jr.
Raymond L. Chilton, Jr.,
Vice-President

ATTEST:

John D. Jones
Secretary

THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RAYMOND L. CHILTON, JR., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GREAT WESTERN CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of April, 1972.

Betty Curry

Betty Curry
Notary Public, Nueces County,
Texas

IN WITNESS WHEREOF the Nueces County Water Control and Improvement District No. 4 has caused this annexation order to be signed by Don Roy Farley, President of the Board of Directors of said district, and by its secretary, this the 26th day of April, 1972.

NUECES COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 4

By Don Roy Farley
Don Roy Farley

ATTEST:

H. L. Ward
Secretary

THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DON ROY FARLEY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4, a municipal corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of April, 1972

W. R. Ellis
Notary Public, Nueces County,
Texas

~~Notary Public, in and for Nueces County, Texas~~

W. R. ELLIS
Notary Public, in and for Nueces County, Texas

MINUTES OF
SPECIAL MEETING

April 20, 1972

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 20th day of April, 1972, the Board of Directors for the Nueces County Water Control and Improvement District No. 4, convened in a special meeting at the regular meeting place thereof, there being present and in attendance the following members to-wit:

	President	Don Roy Farley
	Vice President	Carl Petterson
	Secretary	H.L. Ward
	Director	Andy Dallas
	Director	Carl Castell
Visitors:	Outside Supt.	Gail Holman
	Lawyers	Dick Hatch
		Richard Hatch
	Engineer	Obie Etheridge
	Great Western Reps.	Jack Modessett
		Raymond Chilton
		J.W. Gary
		Larry Urban

The meeting was called to order at 7:00 PM.

The following contract change order was presented to the Board by Mr. Etheridge:

Change Order No. 2

April 18, 1972

Description of Change

Change type of pipe to be used in the sanitary sewers from 12", 10" and 8" Extra Strength Vitrified Clay Pipe as bid in Items Nos. 5A thru 14A to 12", 10" and 8" ABS Truss Pipe as bid in Items Nos. 5B thru 14B. Unit prices for Items 5B thru 14B to be the same as unit prices bid for items 5A thru 14A

PRESENT CONTRACT AMOUNT	\$346,149.60
This Change Order-no change	--0--
REVISED CONTRACT AMOUNT	\$346,149.60

RECOMMENDED BY Slovak Brothers
APPROVED BY McCaughan & Etheridge
ACCEPTED BY Nueces Co. Water Control & Improvement Dist. No 4

Motion was made by Carl Peterson and seconded by Carl Castell to accept the above mentioned change. Motion was carried by the following vote:

AYES:	Don Roy Farley
	Carl Peterson
	H.L. Ward
	Carl Castell
	Andy Dallas

NOES:	none
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A long discussion was held concerning the Agreement for water and sewer services to Great Western , special attention was paid to paragraph 3a which reads as follows:

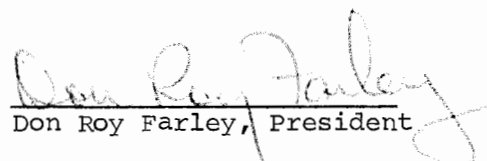
3. If GWC advances any sums of money to which it is entitled to reimbursement, as provided in paragraph 2 above, then such reimbursement shall be made in the following manner:

a. At such time as the sums paid to the District by users of water from such water and sewage lines laid by GWC, plus, the ad valorem taxes collected with respect to all property within the Addition exceed the actual costs to the District of operating and maintaining such water and sewer lines, and any other water and sewer lines serving the Addition, then GWC shall be entitled to receive such excess until it has been reimbursed for such advances.


Put on the agenda for next meeting to publish and receive Great Western into the District.

There being no further business to come before the Board, upon motion duly made and seconded the meeting was adjourned.

Nueces County Water Control &
Improvement District Number 4


Don Roy Farley, President

ATTEST:


H.L. Ward, Secretary

MINUTES OF
REGULAR MEETING

April 12, 1972

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 12th day of April, 1972, the Board of Directors for the Nueces County Water Control and Improvement District #4, convened in a regular session at the regular meeting place there-of, there being present and in attendance the following members to-witt:

President	Don Roy Farley
Vice President	Carl Peterson
Secretary	H.L. Ward
Directors	Andy Dallas
	Carl Castell

Visitors were:

Outside Supt.	Gail Holman
Lawyers	Dick Hatch
	Richard Hatch
Engineers	Frank McCaughan
	Obie Etheridge
Great Western Reps.	J.W. Gary
	Jack Modesett
	Gene Urban
	Raymond Chilton

Minutes of the March 22 meeting were read and approved unanimously.

A lengthy discussion was held concerning the Great Western Corporation, (Modesett) however nothing was decided. There is to be a special meeting Thursday, April 20th at 7:00 P.M., to decide on the plans offered by the Great Western Corporation.

The District was re-imbursed by the State in the amount of \$811.68 for sending John Nolan and Ted Esquivil to the Wastewater School in Sinton.

Form CG-158 was presented to Don Roy Farley for a signature and three copies are to be sent to the Texas Water Quality Board. A copy of the above mentioned form is attached and becomes a permanent part of these minutes.

The following letter was presented to the Board from the Jack Huppert Co,
March 29, 1972

Thank you very much for your letter of March 23, 1972, requesting information concerning our laboratory work on sewage analyses. Our price to run a B.O.D. is \$10.00 and the price for a Total Suspended Solids is \$5.00, making a total charge of \$15.00 for each sample, plus shipping charges both ways for sample containers. Although a contract would be more to your benefit as it would protect you from any price increase.

Raymond Harris

A motion was made by Carl Castell and seconded by Andy Dallas to make a contract with Jack Huppert Co., Inc. Motion was carried by the following vote:

AYES:

Don Roy Farley
Carl Peterson
H.L. Ward
Andy Dallas
Carl Castell

NOES:

none

(Nullify contract with Clement Williams)

It was again brought to the attention of the Board that any new developer must submit plans to the Board for water and sewer service.

Upon examining the insurance policies that are to be renewed, it was requested that a letter of explanation be obtained from Lena Cole for each policy up for renewal, to see if it is absolutely necessary for the District to purchase these policies.

Sammy Ingram's daily report was read and found to be an excellent report. These reports are on file in the District office.

There being no further business to come before the Board, after motion duly made and seconded the meeting was adjourned.

NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NUMBER 4

Don Roy Farley
Don Roy Farley, President

ATTEST:

H.L. Ward
H.L. Ward, Secretary

CG-158

(5-28-71)

MONTHLY

CONSTRUCTION PROCESS REPORT-- (Attach to Monthly Engineering
Estimates & submit before the
10th of each Month.)Name of Project Sewerage System Improvements

WPC-Tex-695

Date March 31, 1972

SECTION I-

CONTRACTOR

CONTRACT AMOUNT

TOTAL

ELIGIBLE

COMPLETED TO DATE

TOTAL

ELIGIBLE

Slovak Brothers

\$345,875.60 \$ 345,875.60

\$41,648.96 \$ 41,648.96

LATER CONTRACTS AS ESTIMATED ON PART B

TOTAL

\$

\$

\$

\$

12 % of Eligible Con-
struction completed

SECTION II - FEE FOR ENGINEERING

Basic Engineering fee earned as of this date \$25,520.53
(Attach copy of voucher for monthly engineering fee)SECTION III - REQUEST FROM APPLICANT FOR PAYMENT WHEN ELIGIBLE CONSTRUCTION HAS
REACHED 25, 50, 75, & 100% COMPLETION

% payment is requested.

(Signature of Authorized Representative)

Don Roy Farley, President

Nueces County Water Control & Imp. Dist.

SPECIAL MEETING

Concerning Extension Policy

April 11, 1972

STATE OF TEXAS X
COUNTY OF NUECES X
CITY OF PORT ARANSAS X

On this the 11th day of April, 1972, the Board of Directors for the Nueces County Water Control and Improvement District No. 4, convened in a special session at the regular meeting place thereof, there being present and in attendance the following members to-witt:

President	Don Roy Farley
Vice President	Carl Peterson
Secretary	H.L. Ward
Director	Andy Dallas
Director	Carl Castell

The meeting was called to order at 7:00 PM.

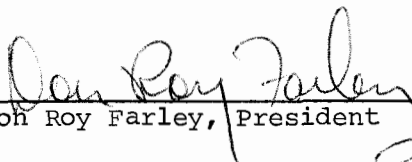
A long discussion was held on the revisions of the extension policy, special attention was paid to Page 4 of the Extension Policy, it states that we will furnish water to customers at the current published rates, (if they have come into the District).

The following suggestions were made:


1. Request Developers to come into District at once.
2. No re-imburements.
3. Developers will build sewer plant at sight.
4. Option of the District to accept or reject all or any facillities.

Meeting adjourned at 8:45 P M.

Nueces County Water Control &
Improvement District Number 4


Don Roy Farley, President

ATTEST:


H.L. Ward, Secretary

①

UTILITY & PENSION POLICY

to be a member of the Board of Directors of the Nueces County
Water Control District, District No. 4, located in Port Aransas,
Texas, and to be a representative and those
responsible for the protection of Mustang Island and to secure pro-
tection of the riparian areas where water and/or
oil is produced or stored.

types of Policy, those herein which are begun with Capital
are intended to have primary meaning throughout, as may be
evidently seen in the word as it is fixed by usage in the engineering
literature.

Water Control & Improvement

District Engineer, Registered Professional Engineer

Signature _____ Date _____ Representative.

develop and/or improve an existing island or elsewhere within the general service area of the District, whether presently within the District or not, and who desires that the District provide water and

water and sewer service" are not specifically defined
and shall be taken in context

in the Developer.

Developer's development for uses re-
quiring approval of

the term covers the
or a smaller

water service line extend-

a Water Transmis-

of a tract, and

sewer, or near the

to an Authorized

of certain

structure.

of facilities

marketability.

sewage collection

responsibility of the

3. The District recognizes the value to itself of Water Transmission Lines, Water Storage and Pumping Facilities, Interceptor Sewers, Sewage Pumping Plants and Force Mains, and Sewage Treatment Plants, where such facilities are built for reasonably foreseeable final needs, and desires to share the cost of providing them. The general unavailability of funds for direct expenditures for such improvements prompts the District to set forth in this Policy a guide for Reimbursement to the Developer of certain of these costs.

D. Platting Authority.

1. The District recognizes the legal extra-territorial authority of the City of Corpus Christi, where it extends into the boundaries of the District. It is the intention of the District to cooperate fully with the City of Corpus Christi in the review of plats within the service area of the District. When the Developer has complied with the guidelines of this Policy, as to arrangements for installation of required water and sewerage improvements, the District will so notify the City of Corpus Christi. This Policy will be filed with the City of Corpus Christi, the City of Port Aransas, and the County Judge of Nueces County, for their guidance in the review of plats in the service area of the District. This Policy is not intended to create any legal liability between the District and these bodies.

E. Water Service.

1. Within the limitations expressed in Article VII, the District will provide an adequate amount of water, at some variable pumping pressure, at a Point of Connection somewhere within its existing system. The location of the

Point of Connection must or necessarily be based on engineering determinations considering the details of the existing system, existing demands, and the capacity of the existing system.

2. It is the responsibility of the District, directly responsible for providing such facilities, to provide sufficient pumping facilities at the existing point of connection to handle the water at the time it is

being pumped. In the event of any proposed improvements, the District shall install such improvements, Service Connections, and Service Meters, and shall from time to time reimburse the District's usual tap fee to the applicant. The District may refuse to install Individual Service Connections and Meters which will draw greatly in excess of the capacity of the water facilities provided by the Developer. The District shall maintain the water facilities dedicated to and for the use of the tract at a general level of service and maintenance, including repairs, and as may be dictated by the District's engineering department, Article VII.

3. The District shall be responsible for the disposal of sewage from the tract. The District shall maintain all sewerage facilities at a level comparable to that provided for other facilities of the District, and as may be dictated by

emergency conditions, and as limited in Article VII .

G. Water and Sewer Service Rates.

1. The District makes no commitment in this Policy as to the level of the water and sewer monthly service charges or rates which might be established in the future, whether for areas within or not within the District.

H. Easements and Right of Way.

1. The Developer shall dedicate to the District, on the recorded Plat if at all feasible, all easements required by the District as space for water and/or sewer lines. State Health Department requirements as to spacing of lines shall be taken into account.

2. In particular, the District may require that water lines and sewer lines along State highways be placed in easements, not within the highway, where the Developer owns or has beneficial control over the abutting property. In the event the Developer submits satisfactory assurance, concurred in by the State Highway Department, that the Highway Department will no authority to order removal or relocation of the lines at District expense, this requirement shall not apply.

3. Sites for Water Storage and Pumping Facilities, Sewage Pumping Facilities, and Sewage Treatment Plants shall be deeded in fee to the District, as further set forth herein.

I. District May Construct Facilities.

1. Nothing in this Policy shall preclude the District from constructing water and sewer facilities at its own expense.

2. Nothing in this Policy shall preclude the District from using water and

sewer lines constructed hereunder for water and sewer service for property outside the Development Area.

J. District Cooperation in Applications.

1. Upon request by the Developer in writing, the District will serve as the applying agency for approval of discharges, treatment plant plan approvals, governmental financial aid, and other matters requiring State or Federal approval. Where financial aid is sought, the District may require satisfactory legal and financial agreements with the Developer prior to proceeding.
2. The Developer shall be liable to the District for its expenses incurred in connection such such application or applications.

ARTICLE II. WATER SERVICE

A. Required Construction.

1. The Developer shall construct at his own cost and dedicate to the District Water Transmission Lines and Water Distribution Lines, and Water Storage and Pumping Facilities conforming to the following criteria.

B. Criteria for Planning.

1. Water Transmission Lines shall be constructed from a Point of Connection designated by the District, to the Development Area and within it, as necessary to deliver water to each platted lot in the amounts set forth below.

Generally, Individual Service Connections are not to be made on Transmission Lines.

2. For design purposes only, the source pressure to be used for calculations shall be 43 psi at ground level at the elevated tank on Avenue C, or 46 psi at

the District pumping Station on Port Street. The design pressure at the Point of Connection is to be determined in a manner satisfactory to the District Engineer.

3. Water Transmission Lines shall be sized to serve (a) the Development Area, at a population as projected for 20 years in the future, but not for less than 8 persons per acre, and (b) Intervening Areas through which the Transmission line must pass, not presently served and lying between the Development Area and the area presently served by the system, at a population of one (1) person per acre. Population projection shall be subject to review and approval by the District.

4. Water Transmission Lines shall be sized to carry a flow of 100 gallons per person per day with a residual pressure of 25 pounds per square inch at ground level, provided Approved Storage is constructed, with a storage capacity of 100 gallons per person and a delivery capacity of 250 gallons per person per day. If Approved Storage is not constructed, Water Transmission Lines shall provide a flow capacity of 250 gallons per person per day, with a residual pressure of 35 pounds per square inch at ground level at those points at which distribution lines are connected.

5. Water Distribution Lines shall serve for connections for Individual Service Connections and shall be sized to carry a flow of 200 gallons per person per day plus Fire Flow, based on a 20-year population projection (but for not less than 8 persons per acre) to each platted lot or tract, with a residual pressure at ground level of 25 pounds per square inch at the boundary of the tract. Distribution Lines shall not be smaller than 6 inches in diameter.

Looping and valving shall be provided as required, and fittings and other provisions for future extensions and connections shall be provided as required. Installation of Individual Service Connections from the Distribution Lines to the property line of lots, and service meters, is not required of the Developer.

6. The District shall have the final decision as to classification of water lines as Transmission or Distribution in case of disputes.

7. Fire Protection Facilities shall be provided by installing fire hydrants within 250 feet of the boundary of each platted lot of the Development Area, measured along public roads, and at spacings along water lines not exceeding 600 feet. Fire Flow shall be computed with any two adjacent hydrants each flowing at 500 gallons per minute. Where Transmission Lines serve as Distribution Lines for any part of the Development Area, the 600-foot minimum spacing shall apply. Installation of fire hydrants in Intervening Areas through which the Transmission Lines pass is not required. A gate valve shall be provided at the tee on the main, on the line to each hydrant, where the main is 8 inches or larger.

8. Approved Storage may consist of (a) Ground Storage Tank or Tanks, with Service Pumping Facilities to supply water to the Distribution Lines at the maximum (peak) rate and required residual pressure, or (b) Elevated Storage Tank or Tanks on the Distribution Side of Service Pumping Facilities, with the Pumping Facilities and tank connections sized to deliver water to a full tank at the average daily rate plus 10 per cent, or (c) a combination of (a) and (b).

9. Storage and Pumping Facilities shall be located on approved sites, which shall be deeded to the District in fee. Sites shall be accessible from the

highway in floods of up to 5 feet above mean sea level. Facilities shall be flood-proofed for floods up to 8 feet above mean sea level.

10. All storage tanks shall have interior cathodic protection systems, their shells shall have a 1/16 inch thickness corrosion allowance, other parts shall have 1/16 inch extra surface all around as a corrosion allowance, and tanks shall be designed for wind pressures double those in AWWA Std. D-100.

Pumping Facilities shall be adequately housed and instrumented. Emergency Auxiliary Power (manual changeover) for pumping at 1/2 maximum capacity shall be provided in all pump stations where maximum total design pumping capacity exceeds 20 (motor) horsepower.

11. The District Engineer may recommend approval of engineering details varying from the criteria herein provided the required general capacity of the system is maintained.

ARTICLE III. SEWER SERVICE

A. Required Construction.

1. The Developer shall construct at his own cost and dedicate to the District Interceptor Sewers, Laterals, Pumping Facilities, Force Mains, and other Sewerage Improvements conforming to the following requirements.

B. Criterial For Planning.

1. For the purpose of receiving sewage from Individual Service Connections, Sewer Laterals shall be constructed adjacent to each platted lot or tract in the Development Area, of such size and depth as to serve the population of the tract as projected for 20 years in the future, but not less than 8 persons

per acre. Sewer Laterals shall be not less than 8 inches in diameter.

Manholes at ends of lines shall be not less than 4 feet deep unless specially approved by the District Engineer. Manhole spacing on Laterals shall not exceed 500 feet.

2. All sewer lines required in order to collect or receive the sewage from all tracts of the development area, upstream from the point at which all are collected, shall be classified as Sewer Laterals. Sewers downstream from this point shall be classified as Interceptor Sewers. Provided, however, that all sewers which are to carry peak design flow of over 1,000,000 gallons per day shall be classed as Interceptors.
3. Sewer Laterals shall be sized and graded to carry a peak rate of flow of 200 gallons per day (0.14 gallons per minute) per person.
4. Deep Cut Connections of approved design shall be installed for each tract where the sewer line designed to serve the tract is at a depth greater than 5 feet to top of pipe and a manhole is not adjacent to the tract at desired point of service.
5. Construction of Individual Service Connections, from Sewer Lateral or Deep Cut Connection to the property line of the platted lots, is not required of the Developer.
6. Interceptor Sewers shall be constructed to collect the accumulated flow of the laterals and conduct it to another point of disposition, such as another Interceptor, a Lift Station, a Sewage Pump Station, or a Treatment Plant. Interceptors shall be sized and graded to carry 100% of the sum of the design flows of all areas drained, including all of the Development Area and such

Areas outside of the Development Area as must be gravity-drained by the same Interceptor. Physical extension of the Interceptor beyond the limits required to serve the Development Area itself is not, however, required.

Manhole spacing on Interceptors shall not exceed 800 feet.

7. The District shall have the final decision as to classification of sewers as Laterals or Interceptors.

8. Sewer lines shall be laid at depths not exceeding 15 feet to flow line.

Where depths make it necessary, Sewers shall run to a Lift Station or Sewage Pump Station, where pumps shall be provided to lift the sewage into another, shallower, Sewer or to pump it via a Sewage Force Main to some other point of disposition, such as another sewer, another pumping facility, or a Treatment Plant.

9. Spacing of sewer lines from water lines, and other protective details required by the State Department of Health shall be complied with.

10. Sewage Pump Stations shall be located on approved sites accessible from the highway during floods of up to 5 feet above mean sea level, and shall be floodproofed for floods up to 8 feet above sea level. The site shall be deeded in fee to the District.

11. Laterals, Interceptors, and Pump Stations as described above shall be constructed to deliver the collected sewage to a Point of Connection to be designated by the District.

12. No more than one pumping station shall discharge into any one force main without special approval by the District Engineer, who may require supporting data and interconnection of controls. Pumping facilities shall be

sized for peak loads plus 10 percent. Depending on distance from the Treatment Plant, the District may require pre-chlorination or preaeration facilities at Pump Stations. Emergency Auxiliary Power (manual changeover) shall be provided to permit pumping at 1/2 capacity in all pump stations where maximum total design pumping capacity exceeds 20 (motor) horsepower.

13. Where the District determines that a separate Treatment Plant should be constructed in lieu of pumping to an existing plant, construction of the Separate Treatment Plant by the Developer will be required. The capacity shall be as required by the District. Where the capacity required is greater than that required for the projected population of the Development Area at a time 20 years in the future, the District will participate directly in the cost on a pro rata basis. Treatment plant design and discharge requirements shall be in accordance with State and Federal requirements.

14. The District Engineer may recommend approval of engineering details varying from the criteria herein provided the required general capacity of the system is maintained.

ARTICLE IV. PLANNING REVIEW

A. Preliminary.

1. The Developer shall submit to the District 3 copies of his proposed Preliminary Plat (or formal Plan of the Development Area if Platting is not proposed), with an Engineering Report and Preliminary Engineering Plan showing proposed water and sewer construction. After review and approval by the District and its Engineer, the Developer will be advised generally as

to the District's ability to furnish water and sewer service and the apparent extent of reimbursement available.

B. Final Design.

1. The Developer shall submit to the District 3 copies of his proposed Final Plat or Plan, Final Engineering Report, Utility Construction Plans and Specifications, and Engineers' Estimate of Cost, showing all water and sewer improvements to be constructed. After review and tentative approval by the District and its Engineer, the Developer will be advised as to the required terms of a Utility Extension Contract.

ARTICLE V. STAGE CONSTRUCTION

A. General.

1. The District may permit the temporary postponement of construction of phased portions of the required improvements; Except, that initial construction shall be adequate to serve not less than 1/2 of the projected population as required above for 20 years in the future, and provided that this level of service is available at each and every platted lot, and provided that satisfactory covenants are made assuring the eventual completion of the improvements. Where such covenants are not made, the District may elect to accept and operate a lesser improvement but no Reimbursements will be made.

ARTICLE VI. REIMBURSEMENT

A. Construction Ineligible for Reimbursement.

1. Water Distribution Lines and Sewer Laterals, and their appurtenances,

are a direct responsibility of the Developer, and are Ineligible for Reimbursement, provided that where a line which would otherwise be classified as a Water Transmission Line or an Interceptor Sewer serves also for connections for Individual Service Connections, partial Eligibility may be allowed at the District's option. Water or sewer lines within private property (other than in easements provided in lieu of construction in public roads) will be Ineligible for Reimbursement. Land and easement costs are Ineligible for Reimbursement; Except, that sites for Water Storage and Pumping Facilities, Sewage Pumping Facilities, and Sewage Treatment Plants will be Eligible at the appraised fair market value of the undeveloped land, or agreed value, but not to exceed \$2500 per acre.

2. Water and sewer facilities constructed in a manner not in compliance with the approved plans and specifications or approved change orders shall be Ineligible for Reimbursement. The District may refuse to accept such facilities.

B. Construction Eligible for Reimbursement.

1. Water Transmission Lines, Water Storage and Pumping Facilities, Sewage Interceptor Lines, Sewage Pump Stations, Sewage Force Mains, and Sewage Treatment Plants are Eligible for Reimbursement.

C. Eligible Costs.

1. The Developer's Direct Cost for Construction and for Engineering, for Eligible Construction, and the Land Costs given as an Exception above, will be Eligible for Reimbursement. The Developer will provide an accurate and open accounting.

D. Contract Required.

1. No Reimbursements will be made, except as provided in a formal written Utilities Extension Contract between the Developer and the District. This Policy, or negotiations or correspondence between the Representatives of the parties, shall not constitute such a Contract. The Contract shall provide for a Supplemental Agreement on the exact dollar amount of the Reimbursement, upon completion of construction and accounting.

E. Rate of Reimbursement.

1. Eligible Costs of improvements designed and constructed for the requirements of the population of the Development Area, as projected for 20 years in the future, will be reimbursed to the Developer in amounts equal to 1/2 of the receipts from within the Development Area for water and sewer service, payable monthly.

2. Where the District has permitted Stage Construction, the Rate of Reimbursement shall be in a pro rata amount based on the proportion of the actual design to the 20-year design provided the covenants specified in Article V.A. 1 are made.

F. Termination of Reimbursement Payments.

1. Regardless of other provisions herein, all Reimbursement Payments shall cease on the expiration of twenty (20) years from the date of the Utilities Extension Contract covering any portion of the construction.

2. All Reimbursement Payments shall cease when all of the approved Eligible Costs have been reimbursed.

3. The District may at its option, at any time, pay off the balance due at the rate of 90¢ on the dollar as Full Reimbursement.

ARTICLE VII. LEGAL BARS TO COMPLIANCE BY DISTRICT

A. Bars to Provision of Service.

Regardless of all other provisions herein, it is understood that the District is dependent for its source of water upon its supply contract with the San Patricio Municipal Water District, and the District shall not be obligated to supply water in greater quantity than provided for by that contract, nor as it may be prevented by system failure or lack of capacity of the facilities of the San Patricio Municipal Water District, the City of Corpus Christi, or the Lower Nueces River Water Supply District. This provision shall be included in all Utility Extension Contracts.

B. Bars to Reimbursement.

Regardless of all other provisions herein, should the District be debarred or restrained legally from making reimbursement payments out of water and sewer revenues, or be required legally to adjust any of its water and sewer service charges downward, reimbursements to the Developer shall be stopped or reduced as required during such debarment or restraint, and the Developer shall have no recourse against the District thereby. This provision shall be included in all Utility Extension Contracts.

ARTICLE VIII. AMENDMENTS

1. Amendments to this Policy may be made from time to time by action of the Board of the District, and amended requirements shall apply to all developments proposed thereafter.

MCCAUGHAN & ETHERIDGE

CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

March 10, 1972

Nueces County W.C.I.D. No. 4
P. O. Box 507
Port Aransas, Texas 78373

Re: Utilities Extension Policy & Great Western Study

Gentlemen:

Forwarded herewith for the attention of the Board is a copy of the comments of Mr. Bryce Huguenin of the firm of Dumas, Huguenin and Boethman, Attorneys, to whom a copy of the draft of the Utilities extension policy was forwarded by Mr. Janacek.

The gist of his comments seems to be that the Great Western resolution, or any similar resolution, should be passed only after the policy is adopted, and at any rate should include more specific terms as to the mutual obligations, limitations, and definitions of reimbursable costs. Comments 1, 2, and 4 are primarily concerned with this. Mr. Huguenin does not devote much comment to the broader question of the propriety of such a policy as governed by legal and fiscal limitations or the authority of the District, except in Comments 4 and 5, which correctly point out that if the reimbursement payments are made, it must be in return for getting something. I gather that Mr. Huguenin found that the policy would be well within the scope of the District's legal authority and not in conflict with existing bond covenants.

Comments 4 and 6 mention the need to refer to the possible limitation of water supply because of your dependence on the San Patricio District contract. This is valid and will be included in the rewriting.

Comment 7 calls for more precise delineation of the items eligible for reimbursement. We will endeavour to strengthen this but recommend that some flexibility be retained. The policy says that the District will advise the developer just what is considered eligible, and at any rate reimbursement will only be made as provided in a formal written contract, which would spell it out very exactly.

We will provide you shortly with a rewritten draft, incorporating the changes which we have found to be desirable, those suggested by the Board, those of Great Western's suggestions that are found to be desirable for better workability, and the suggestions made by Mr. Hatch and Mr. Janacek. Some of the Great Western ideas are not in the best interest of the District, and we believe it is pertinent to note Mr. Hatch's analysis that any reimbursement to them will be in the nature of a second profit.

Very truly yours,
McCaughan & Etheridge

By

Obie L. Etheridge

cc: Dick Hatch
Laddie Janacek

FIRST *Southwest* COMPANY

INVESTMENT BANKERS

SOUTH TEXAS BUILDING

SAN ANTONIO, TEXAS 78205

March 9, 1972

L. T. JANECEK
RESIDENT MANAGER

CAPITOL 6-8186
AREA CODE 512

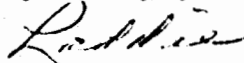
Mr. Obie L. Etheridge, P. E.
McCaughan & Etheridge
320 Wilson Building
Corpus Christi, Texas 78401

Dear Obie:

Enclosed is copy of letter from Mr. Huguenin with his comments regarding your Utility Extension Policy for Nueces County W. C. & I. D. #4.

Before this is finalized, I want Bryce to review the instrument.

Very truly yours,



Laddie T. Janecek

LTJ:

Enclosure

W. F. DUMAS (1890-1947)
A. DRYCE HUGUENIN
CLAUDE O. BOOTHMAN
ELBERT M. MORROW

LAW OFFICES
DUMAS, HUGUENIN AND BOOTHMAN
1212 KIRBY BUILDING
DALLAS, TEXAS 75201

TELEPHONE
741-3458
AREA CODE 214

March 3, 1972

Mr. L. T. Janeczek
First Southwest Company
614 South Texas Building
San Antonio, Texas 78205

In re: Nueces County Water Control and
Improvement District Number 4

Dear Laddie:

I am pleased to acknowledge your letter of February 25th and the two drafts referred to therein and enclosed therewith. In that regard and as requested by you, I offer the following comments:

1. Apparently the District is in the process of formulating the policy statement, and it would therefore seem appropriate that such be finalized prior to passing any resolution with relation to any particular development project. If that is appropriate, any such resolution should recognize and refer to the policy statement and provide for the developer's acknowledgment and acceptance of the policy.
2. Assuming also that the policy is in effect, the provisions of any resolution relating to construction and payment for improvements could well refer to the specifications in that respect appearing in Article I C 2, Article II A and Article III A 1.
3. References to the supply of water which may be made available for domestic purposes to developed areas might well be tied to the District's contract with the San Patricio Municipal Water District unless, of course, other sources could be developed.
4. Any resolution should make clear that when improvements are completed and accepted by the District, it will have full control of operation and maintenance as indicated by Article I E 3 and F of the policy statement.

Mr. L. T. Janecek

March 3, 1972

In re: Nueces County Water Control and
Improvement District Number 4

Page 2

5. Reimbursable costs should be those specified by and consistent with Article VI of the policy statement with District to have title to all improvements at the end of the reimbursable period. The resolution draft which you submitted does not make it clear that the District must own the improvements after the pay-out. We consider purchase and ownership arrangements necessary in order to avoid violation of the provisions of the Constitution, Article III, Section 52, prohibiting a grant of money or thing of value to a private individual or corporation.

6. With regard to the policy statement, I feel it should refer to the San Patricio Municipal Water District contract as the District's source of water and should make clear that the water which may be provided is limited to that which can be made available for domestic purposes under that contract.

7. In my opinion the reimbursement provisions of Article VI should be reviewed and clarified so as to delineate all items which are eligible for reimbursement from those which are not. Engineers may perhaps understand the distinction as the Article now reads, but I am not too clear in this regard.

If I can be of any further assistance, please advise.

With kindest personal regards and best wishes,

Very truly yours,



ABH:nmw

MCCAUGHAN & ETHERIDGE
CONSULTING ENGINEERS
320 WILSON BUILDING
CORPUS CHRISTI, TEXAS 78401

March 16, 1972

Nueces County Water Control &
Improvement District No. 4
P. O. Box 128
Port Aransas, Texas 78373

Re: Water Loss Study

Gentlemen:

We have analyzed the figures sent to us giving the various meter readings from March 6 thru March 9, and arrived at the following conclusions. We question the accuracy of the Humble meter reading on March 10, as the readings showed 100 gallons per day on the 7th, 8th, and 9th, but 99,300 gallons on the 10th. This reading also threw the totals so out of kilter that we do not rely on the figures given below for the 10th of March.

<u>Date</u>	<u>Gals. Rec'd Aransas Pass</u>	-----Cumulative Gallons Delivered-----				<u>District Total</u>
		<u>Blue Dolphin</u>	<u>Arco</u>	<u>Humble</u>	<u>P.A. Tanks</u>	
3-7	312,700	200	200	100	283,000	283,500
3-8	644,500	500	400	100	655,000	656,000
3-9	939,300*	600	600	100	938,000	939,300*
3-10	1,283,200	800	700	99,300	1,302,000	1,402,800

It appears that there is reasonably good correspondence between the meters, in fact over three days they happen to correspond exactly* except for about a foot of water in the Aransas Pass tanks. There does not, then, appear to be any "permanent" leak on the transmission lines.

We have not yet received a tabulation of the dates and locations of the transmission line leaks and the monthly water quantities billed by the San Patricio District.

Very truly yours,

MCCAUGHAN & ETHERIDGE

By Obie L. Etheridge
Obie L. Etheridge, P.E.

OLE:ink

MINUTES OF

* * * * REGULAR MEETING * * * *

March 22, 1972

CITY OF PORT ARANSAS X

COUNTY OF NUECES X

STATE OF TEXAS X

On this the 22 day of March, 1972, the Board Of Directors of the Nueces County Water Control and Improvement District No. 4 convened in a regular meeting, at the regular meeting place thereof, there being present and in attendance the following members, to-wit:

President	Don Roy Farley
Secretary	H.L. Ward
Director	Carl Castell
Director	Andy Dallas

Absent: Vice President Carl Peterson

Visitors were:	Foreman	Gail Holman
	Sewer man	John Nolan
	Engineers	Obie Etheridge
		Sammy Ingram

Meeting was called to order at 7:00 P.M., with the reading of the minutes of the March 13, 1972 meeting. Motion was made by Andy Dallas and seconded by Carl Castell to accept the minutes as read. The above motion was carried unanimously.

A discussion was held concerning the pictures and reports from the Naylor Company of the sewer lines that were pictured by a TV camera, and the reports were not very satisfactory.

The following letter from Mc Caughan & Etheridge was presented:

March 16, 1972

Nueces County Water Control & Improvement Dist #4
P.O. Box 128
Port Aransas, Texas 78373

Gentlemen:

Transmitted herewith for your information are 6 copies of the Revised Draft for Utilities Extension Policy.

We will be happy to discuss changes with the Board at your convenience.

Sincerely,

McCaughan & Etheridge

by: Obie Etheridge

The above mentioned Draft is attached and becomes a permanent part of these minutes. The Board discussed the above mentioned Draft from Modasette, but will read revised policy and will discuss it later. We are expecting a disposition from Etheridge. Also other letters concerning the draft.

Discussed water breaks and air pockets in water lines and a method of bleeding air off, the 12" line. A report from the Engineers on the meter readings consumption along the line is also attached and becomes a permanent part of these minutes.

The following letter from EPA was presented to the Board:

March 15, 1972

Mr. Don Roy Farley
President, Board of Directors
Nueces County WCID No.4
Post Office Box 128
Port Aransas, Texas 78373

Through: Texas Water Quality Board

Dear Mr. Farley;

We have received a copy of the construction contract and related documents for your wastewater facilities project.

Any modifications to the contract must be approved by the Texas Water Quality Board and the Environmental Protection Agency. Changes which alter the design or scope of the project must be approved before start of construction. Inform us of all changes immediately.

Sincerely,

Raeferd B. Lackey
Grants Administration Branch
Management Division

Betty please proceed with processing for payments from Environmental Protection Agency. Also please process these on Communication dated Feb. 23, 1972.

Betty please enter Don Roy in the Texas Water Conservation Association.

Motion was made by Andy Dallas, seconded by Carl Castell to set the dates of the Equalization Board meetings as May 22, for Minerals and June 6th for Locals. The Minerals will meet at 10:30 A.M. and the Locals will meet at 1:30 P.M. The motion was carried by the following vote:

AYES:	Don Roy Farley
	H.L. Ward
	Carl Castell
	Andy Dallas

NOES:	none
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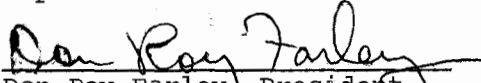
Appoint Equalization Board members: Mr. Pollack, Mr. Dunaway and Mr. Curly Denton, and get the same alternate as the School Board. Please publish this legally!

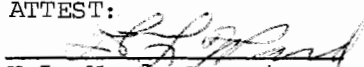
Gail will contact proper persons to get advance payment for the moving of the 3" meter to the Nueces County Park.

Betty please check thru minutes and find the minutes where we agreed to put the taps for Aransas Pass about 1969 or earlier.

There being no further business to come before the Board at this time, after motion made and duly seconded the meeting was adjourned at 9:45 P.M.

Nueces County Water Control &
Improvement District #4


Don Roy Farley, President

ATTEST:

H.L. Ward, Secretary

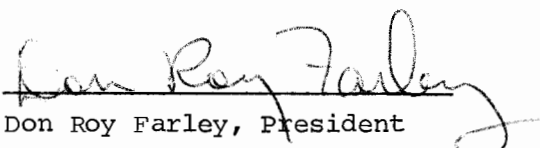
Concerning the above letter, when the Great Western Corporation are annexed into the District, the Texas Water Rights Commission must be notified.

Read Sammy Ingram's reports, very good.

As to the Arco account. We have a policy that any business place or otherwise that changes hands must put up a deposit as per side of the meter.

There being no further business to come before the Board, after motion duly made and seconded, the meeting was adjourned at 10:25 P.M.

NUECES COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT Number 4


Don Roy Farley, President

ATTEST:


H.L. Ward, Secretary