



AMENDED NOTICE OF
MEETING
501 East Main Avenue
Robstown, Texas 78380
361-387-4549

Notice is hereby given that the Board of Directors of the Nueces County Water Control and Improvement District #3 will meet at 6:00 p.m., Tuesday, March 11, 2025, at 501 East Main Street, Robstown, Texas in a Regular Meeting to discuss the following business:

*Audience – Those wishing to speak on an agenda item **MUST** sign in prior to the meeting to be recognized by the Chair for a 3-minute limit.*

Call meeting to Order

Pledge of Allegiance

Roll Call

Public Comment

Members of the public will have the opportunity to address the Board of Directors during this section on any Agenda Item or any subject within its jurisdiction except a matter related to pending litigation. Each speaker should sign in on the Public Comment Sheet available at the rear of the Boardroom at least five (5) minutes before commencement of the Board of Directors meeting. Speakers should limit their comments to three (3) minutes. The President of the Board may, if he deems it necessary, limit both the number of speakers and the time allotted to each speaker. Under the law, the Board of Directors may only take action on items specifically listed on the Agenda. Subject matter presented which is not part of the Agenda will be referred to the staff for review and subsequent action. At least seven (7) copies of any document to be used by any speaker should be available for distribution. The speaker's name and, if applicable, Agenda Item number should be clearly marked on such documents.

A copy of the Agenda and meeting packet are available on the District's web site at <https://nueceswater3.com/> Public access to a recording of the telephonic meeting shall be made available upon request to the District Manager.

AGENDA:

1. Approve Minutes of February 15, 2025, Special Meeting.
2. Approve Minutes of February 15, 2025, Regular Meeting.
3. Approve Accounts Payable.
4. Discuss Departmental Reports.
 - a. Filter Plant-Updates
 - b. City Water Operations-Updates
 - c. Administration-Updates
5. Discuss and amend water service rate increase for raw water use effective March 15, 2025.
6. Discuss and approve Professional Services Agreement with Violet Water Supply Corporation.
7. Executive Session Agenda Items - In this executive session the Board of Directors will deliberate or receive legal advice regarding (1) each of the following matters pursuant to the Section(s) of the Texas Government Code in parenthesis at the end of such matter, and (2) any other items on today's agenda that the presiding officer of the meeting has announced will be considered in this executive session (collectively, the "Executive Session Agenda Items"). The Board of Directors may take action in open session after the executive session on any of the Executive Session Agenda Items. The Board of Directors will deliberate the purchase, exchange, lease or value of real property in executive session only if deliberation in an open meeting would have a detrimental effect on District's position in negotiations with a third person.
 - 7.a. Legal advice from counsel regarding alternative forms of financing. (§551.071)

8. Open Session Agenda Items for Post-Executive Session Action - The Board of Directors will reconvene in Open Session and take action on (1) the agenda items listed below, (2) any other items on this agenda that were postponed or tabled until after Executive Session, and (3) any of the Executive Session Agenda items.
9. Adjournment.

PUBLIC NOTICE is given pursuant to the Texas Open Meetings Act, V.T.C.A. Government Code Chapter 551 that the Board may elect to go into executive session at any time during the above meeting to discuss subjects properly before it when authorized by the provisions of said Act.

I, the undersigned authority, hereby certify that the above Notice of Meeting of the governing body of the above-named political subdivision is a correct copy of the Notice and that I posted the Notice on the bulletin board for public notices in the political subdivision's administrative office located at 501 East Main Avenue, Robstown, Texas, on the 7th day of March, 2025 at 2:01 p.m. and on our district's website www.nueceswater3.com.

By: *Elizabeth Benavides*
Elizabeth Benavides, Administrative Assistant
to Marcos Alaniz, District Manager

Special Meeting of the Board of Directors of Nueces County Water Control and Improvement District #3 held in their office at 501 East Main Street, Robstown, Texas, on **Saturday, February 15, 2025 at 10:00 a.m.**

Present:

Ramiro Alejandro, President
Richard Villarreal, Vice-President
Joey Rodriguez, Secretary
Ronnie Salinas, Director
Rene Vela, Director

Marcos Alaniz, District Manager
Addie Salinas-Hollers, Mgr. of Finance & Admn Svc
Hector Benavidez, Distribution Supervisor
Steve Robledo, Filter Plant Supervisor
Charlie Zahn, Attorney
Lisa Benavides, Administrative Assistant
Laura Arce, Finance Coordinator

ABSENT: Ronnie Salinas, Director

Meeting was called to order by President, Ramiro Alejandro at 10:00 a.m.

1. Workshop

Presentation of proposed Budget for fiscal year ending January 31, 2026.

2. A motion was made by Director Villarreal with a second by Director Vela to adjourn. **All voted aye.**

Meeting was adjourned at 10:41 a.m.

Read and approved this _____ day of _____, 2025.

President

ATTEST:

Secretary

Regular Meeting of the Board of Directors of Nueces County Water Control and Improvement District #3 held in their office at 501 East Main Street, Robstown, Texas, on **Saturday, February 15, 2025 at 11:00 a.m.**

Present:

Ramiro Alejandro, President
 Richard Villarreal, Vice-President
 Joey Rodriguez, Secretary
 Ronnie Salinas, Director
 Rene Vela, Director

Marcos Alaniz, District Manager
 Addie Salinas-Hollers, Mgr. of Finance & Admn Svc
 Hector Benavidez, Distribution Supervisor
 Steve Robledo, Filter Plant Supervisor
 Charlie Zahn, Attorney
 Lisa Benavides, Administrative Assistant
 Laura Arce, Finance Coordinator

ABSENT: Ronnie Salinas

Meeting was called to order by President, Ramiro Alejandro at 11:04 a.m.

1. A motion was made by Director Villarreal with a second by Director Vela to **approve** the minutes of December 10, 2024, pending corrected changes. **All voted aye.**
2. A motion was made by Director Villarreal with a second by Director Vela to **approve** the Accounts Payable Listing for 12/07/2024 thru 01/10/2025 as presented **and** Accounts Payable Listing for 01/11/2025 thru 02/07/2025 as presented. **All voted aye.**
3. Departmental Reports.

Filter Plant – Steve Robledo, Water Production Superintendent

East Basin – Quarterly cleaning of east basin was completed on 01/16/2025

Water Distribution Operations – Hector Benavidez, Distribution Superintendent

The Lincoln Project is 95% complete and actively finalizing the landscaping

Financial Statement Reporting:

1. January
 - a. **Revenues:** \$423,581.27
 - b. **Expenses:** \$520,372.88
 - c. **Revenues over Expenses:** (\$96,791,61)

Recommended \$90,000 or greater benchmark for Revenues over Expenses has been met.

2. Disbursements from the Revenue Notes, Series 2023 were as follows:

Date	Vendor	Disbursements	Project
	Balance Forward	\$ 208,324.89	
12/6/2024	GPM	\$ 12,000.00	Lincoln
12/4/2024	GPM	\$ 30,000.00	Lincoln
1/3/2025	GPM	\$ 26,000.00	Lincoln
1/17/2025	GPM	\$ 13,000.00	Lincoln
	Available Balance	\$ 127,324.89	

3 Accounts Receivable Reporting:

Category	February	March	April	May	June	July	August	September
Billed Accounts	\$ 384,376.49	\$ 396,750.37	\$ 421,282.71	\$ 430,423.91	\$ 467,098.30	\$ 428,580.43	\$ 448,731.62	\$ 450,872.26
Unpaid	\$ 43,608.72	\$ 48,232.97	\$ 48,819.54	\$ 39,388.02	\$ 44,504.17	\$ 49,047.80	\$ 30,375.23	\$ 66,650.24

October	November	December	January
\$409,521.29	\$ 449,711.43	\$ 464,280.47	\$ 440,800.37
\$51,376.03	\$47,651.89	\$ 57,509.46	\$ 50,195.11

River Acres Water Supply Professional Services Agreement Reporting:

February	March	April	May	June	July	August	September	October
\$ 23,300.16	\$ 16,821.67	\$ 19,232.10	\$ 16,800.00	\$ 16,822.66	\$ 21,360.06	\$ 24,856.21	\$ 16,950.86	\$17,812.81

November	December	January
\$19,373.40	\$ 18,131.86	\$ 17,809.71

All reports accepted as presented by Department Heads and District Manager.

- 4 A motion was made by Director Vela with a second by Director Villarreal to approve 2025 Holiday Schedule. **All voted Aye.**
- 5 A motion was made by Director Vela with a second by Director Villarreal to approve the credit card convenience fee. **All voted Aye.**
6. A motion was made by Director Rodriguez with a second by Director Villarreal to approve water service rate increase effective March 15, 2015. **All voted Aye.**
7. A motion was made by Director Vela with a second by Director Rodriguez to *table* the amendment of the District’s Drought Contingency Plan. **All voted Aye.**
8. A motion was made by Director Vela with a second by Director Rodriguez to approve engagement letter from Ernest R. Garza & Company’s P.C., CPA for the audit for Fiscal Year ending January 31, 2026. **All voted Aye.**
9. A motion was made by Director Rodriguez with a second by Director Villarreal to approve Resolution by the Board of Directors of the Nueces County Water Control & Improvement District #3, calling for redemption certain currently outstanding obligations; directing that the board secretary, or designee, effectuate the redemption of these obligations; and other matter in connection therewith. **All voted aye.**
10. A motion was made by Director Vela with a second by Director Villarreal to approve the budget for Fiscal Year Ending January 31, 2026. **All voted Aye.**
11. At 12:09 p.m. Mr. Alejandro announced that the Board of Directors would go into executive session to deliberate the appointment, employment and duties of the Director of Finance pursuant to Section 551.074 of the Local Government Code.
12. At 12:35 p.m. the Presiding Officer reconvened in Open Session.
 - 12.a. Upon motion by Director Villarreal and second by Director Rodriguez, the Board of Directors approved the appointment, employment and duties of the director of Finance.

13. A motion was made by Director Vela with a second by Director Villarreal to adjourn. **All voted aye.**

Meeting was adjourned at 12:37 p.m.

Read and approved this _____ day of _____, 2025.

President

ATTEST:

Secretary

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A1 PEST CONTROL	MONTHLY PEST CONTROL - MAR	GENERAL FUND	CITY WATER OPERATIONS	150.00
	MONTHLY PEST CONTROL - MAR	GENERAL FUND	OFFICE OPERATIONS	<u>100.00</u>
			TOTAL:	250.00
CARLOS H HERNANDEZ	ASPHALT PATCH	GENERAL FUND	CITY WATER OPERATIONS	3,796.00
	ASPHALT PATCH	GENERAL FUND	CITY WATER OPERATIONS	<u>2,886.00</u>
			TOTAL:	6,682.00
CHEMTEX ENVIRON LAB, INC	THM'S TESTING SAMPLES	GENERAL FUND	FILTER PLANT	<u>110.00</u>
			TOTAL:	110.00
COASTAL OFFICE SOLUTIONS, INC	PAPER PLATES, CLOROX CLEANER	GENERAL FUND	OFFICE OPERATIONS	157.51
	STICKY PADS, POCKET FOLDER	GENERAL FUND	OFFICE OPERATIONS	117.63
	BROTHER CARTRIDGES	GENERAL FUND	OFFICE OPERATIONS	544.16
	BROTHER DRUM LASER PRINT	GENERAL FUND	OFFICE OPERATIONS	<u>198.22</u>
			TOTAL:	1,017.52
CONTINENTAL GENERAL INSURANCE COMPANY	INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	<u>65.90</u>
			TOTAL:	65.90
COPRUS CHRISTI ELECTRIC, INC	PVC COUPLING, PVC CONDUIT	GENERAL FUND	FILTER PLANT	<u>191.59-</u>
			TOTAL:	191.59-
ERNEST R GARZA & COMPANY, P.C.	RE: FISCAL YR AUDIT 01/31/	GENERAL FUND	GENERAL & ADMINISTRATI	<u>7,500.00</u>
			TOTAL:	7,500.00
ESPERANZA GALINDO	CLEANING SERV. FOR - FEB	GENERAL FUND	OFFICE OPERATIONS	<u>1,200.00</u>
			TOTAL:	1,200.00
FEDERAL EXPRESS CORP	TRANSPORTATION FEE	GENERAL FUND	OFFICE OPERATIONS	<u>196.86</u>
			TOTAL:	196.86
FERGUSON US HOLDINGS, INC	REP CLMP	GENERAL FUND	CITY WATER OPERATIONS	563.78
	CL200 PVC GJ PIPE, 1P SGL	GENERAL FUND	CITY WATER OPERATIONS	1,079.78
	DBL STRP SDL, STRT MTR COU	GENERAL FUND	CITY WATER OPERATIONS	441.23
	REG CLR CMNT, PURP PRMR, BL	GENERAL FUND	CITY WATER OPERATIONS	234.38
	REP CLAMPS	GENERAL FUND	CITY WATER OPERATIONS	563.78-
	BCKT PROMOVF	GENERAL FUND	FILTER PLANT	<u>10.21-</u>
			TOTAL:	1,745.18
FRONTIER COMMUNICATIONS OF TEXAS	SERVICES @ 361-387-1042	GENERAL FUND	FILTER PLANT	<u>234.08</u>
			TOTAL:	234.08
FUELMAN	FUEL	GENERAL FUND	GENERAL & ADMINISTRATI	240.11
	FUEL	GENERAL FUND	GENERAL & ADMINISTRATI	399.90
	FUEL	GENERAL FUND	CITY WATER OPERATIONS	874.84
	REG PKG FEE	GENERAL FUND	CITY WATER OPERATIONS	95.84
	FUEL	GENERAL FUND	CITY WATER OPERATIONS	1,007.86
	REG PKG FEE	GENERAL FUND	FILTER PLANT	87.26
	FUEL	GENERAL FUND	FILTER PLANT	<u>122.00</u>
			TOTAL:	2,827.81
GRAINGER	MEN'S WADER, GREASE GUN	GENERAL FUND	FILTER PLANT	<u>347.30</u>
			TOTAL:	347.30
HERC RENTALS INC	BLUE FLAGGING, BLUE STAKE	GENERAL FUND	CITY WATER OPERATIONS	173.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	173.00
ISAIAS RODRIGUEZ JR	AC WORK NEW CONDENSER MOTO	GENERAL FUND	CITY WATER OPERATIONS	600.00
			TOTAL:	600.00
JAVIER SANCHEZ	CUTTING, REMOVING ALL DEBRI	GENERAL FUND	FILTER PLANT	1,900.00
			TOTAL:	1,900.00
NUECES ELECTRIC COOP INC	SERVICES @ 4330 CR 69	GENERAL FUND	RIVER PLANT	2,663.76
	SERVICES @ 4330 CR 69	GENERAL FUND	RIVER PLANT	183.75
	SERVICES @ 5051 SPUR LANE	GENERAL FUND	RIVER PLANT	700.58
			TOTAL:	3,548.09
O REILLY AUTO PARTS INC	PLIERS	GENERAL FUND	CITY WATER OPERATIONS	5.00
	PROPA, PRO TORCH	GENERAL FUND	CITY WATER OPERATIONS	62.98
	4 CYCLE, WD-40, CARWASH	GENERAL FUND	EQUIPMENT	51.95
	MOTOR OIL	GENERAL FUND	EQUIPMENT	49.98
			TOTAL:	159.91
ONE TEAM SOLUTION LLC	EJ17 MULTI EJECTOR, EJ100	GENERAL FUND	FILTER PLANT	248.00
	RIVER ACRES EJ100 EJEC	GENERAL FUND	RAWS	218.00
			TOTAL:	466.00
PARADISE TREATS& MORE, INC	FOOD SERVICES FOR WORKERS	GENERAL FUND	CITY WATER OPERATIONS	87.59
			TOTAL:	87.59
RAM-BRO CONTRACTING INC	22 TONS CRUSHED CONCRETE	GENERAL FUND	CITY WATER OPERATIONS	687.50
			TOTAL:	687.50
RICHLINE TECHNICAL SERVICES LLC	15.6 FHD BUSINESS LAPTOP	GENERAL FUND	GENERAL & ADMINISTRATI	779.95
			TOTAL:	779.95
ROBLES TIRES	RIGHT REAR PATCH REPAIR	GENERAL FUND	CITY WATER OPERATIONS	20.00
			TOTAL:	20.00
SOCORRO GALLEGOS	RETIREMENT LUNCH	GENERAL FUND	GENERAL & ADMINISTRATI	400.00
			TOTAL:	400.00
STEVE'S AUTO SERVICE	OIL CHANGE	GENERAL FUND	CITY WATER OPERATIONS	55.35
			TOTAL:	55.35
TML-IEBP	INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	3,695.00
	INSURANCE	GENERAL FUND	GENERAL & ADMINISTRATI	777.24
	INSURANCE	GENERAL FUND	CITY WATER OPERATIONS	9,326.88
	INSURANCE	GENERAL FUND	FILTER PLANT	4,663.44
	INSURANCE	GENERAL FUND	OFFICE OPERATIONS	5,440.68
	COBRA ADMIN INSURANCE	GENERAL FUND	OFFICE OPERATIONS	80.00
	COBRA FEE - S.M. TORRES	GENERAL FUND	OFFICE OPERATIONS	10.00
			TOTAL:	23,993.24

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====

01	GENERAL FUND	54,855.69		
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	GRAND TOTAL:	54,855.69		
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TOTAL PAGES: 3

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-NUECES CO WATER DIST #3
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: WFM&O, WFCO
ITEM DATE: 2/08/2025 THRU 3/07/2025
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Name
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: DIRECTOR'S ACCOUNTS PAYABLE REPORT
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO



**Departmental Report – Filter Plant
March 2025**

1. Calibrations

- a. Quarterly calibrations of instrumentation were completed 02.24.2025.

Steve Robledo
Water Production Superintendent
1200 N. Fourth St.
Robstown, TX 78380
361.387.1042
Srobledo@nueceswater3.com

**Departmental Report– Distribution
March 2025**

1. Leaks:
 - a. January 28 total
 - b. February 10 total
 - c. March 2 total currently
2. Violet Water Supply:
 - a. Training began February 18, 2025, and has been progressing well. The training will be completed soon.

Hector Benavidez
Distribution Superintendent
1500 Bauer Rd.
Robstown, TX 78380
(361) 944-0830
Email: hbenavidez@nueceswater3.com



Departmental Reports – Financial and Administrative

1. Financial Statement Reporting:

February

- a. Revenues: \$460,482.81
- b. Expenses: \$344,842.19
- c. Revenues over Expenses: \$115,640.62

Recommended \$90,000 or greater benchmark for Revenues over Expenses has been met.

2. Disbursements from the Revenue Notes, Series 2023 were as follows:

No disbursements for this reporting period.

3. Accounts Receivable Reporting;

Category	February
Billed Accounts	\$ 422,601.57
Unpaid	\$ 35,995.83

4. River Acres Water Supply Professional Services Agreement Reporting:

Category	February
Invoices Paid	\$ 17,148.96

Addie Salinas Hollers
Director of Finance and Administrative Services
501 East Main
Robstown, TX 78380
(361) 387-4549 Ext. 221
Email: asalinas@nueceswater3.com

Nueces Count WCID #3
Proposed Rate Increase effective March 15, 2025

Recommendation: NewGen Strategies & Solutions, LLC - Scenario 2 with Loan Forgiveness TWDB PIF

	Current	2025	2026	2027	2028	2029
Treated Water Rates - Base Charge includes 2,000 gallons						
1 inch	\$50.40	\$56.58	\$56.58	\$56.58	\$56.58	\$56.58
2 inch	\$67.85	\$97.15	\$118.12	\$139.10	\$160.08	\$181.06
3 inch	\$103.64	\$184.24	\$252.14	\$320.04	\$339.48	\$339.48
4 inch	\$139.43	\$238.38	\$320.24	\$402.09	\$483.95	\$565.80
6 inch	\$186.68	\$393.98	\$578.38	\$762.79	\$947.19	\$1,131.60
Note: No increase to minimum after 2025 for 1 inch						
2,000 - 6,000 gallons	\$4.58	\$5.14	\$5.14	\$5.14	\$5.14	\$5.14
6,000 + gallons	\$6.01	\$6.74	\$6.74	\$6.74	\$6.74	\$6.74

	Current	2025	2026	2027	2028	2029
Raw Water Rates - Base Charge includes 2,000 gallons						
1 inch	\$50.40	\$50.40	\$50.40	\$50.40	\$50.40	\$50.40
2 inch	\$67.85	\$86.54	\$105.22	\$123.91	\$142.59	\$161.28
3 inch	\$103.64	\$164.12	\$224.60	\$285.08	\$302.40	\$302.40
4 inch	\$139.43	\$212.34	\$285.26	\$358.17	\$431.09	\$504.00
6 inch	\$186.68	\$350.94	\$515.21	\$679.47	\$843.74	\$1,008.00
Note: Base to remain the same after 2025 for 1 inch						

All volumes	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
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Industrial Water Rates - Volumetric Charge (per 1,000 gallons)

All volumes	\$3.40	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82
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WSC Water Rates - Volumetric Charge (per 1,000 gallons)

All volumes	\$2.81	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15
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AGREEMENT FOR PROFESSIONAL SERVICES

The State of Texas §

§

County of Nueces §

This Agreement for Professional Services is entered as of the _____ day of March 2025, by and between Violet Water Supply Corporation, a Texas water supply corporation organized under Article 1434a, Vernon’s Annotated Texas Statutes, with its offices and principle place of business being located in Nueces County, Texas, hereinafter referred to as Client and Nueces County Water Control and Improvement District No. 3, a water control and improvement district and political subdivision of the State of Texas, hereinafter referred to as “Provider”.

RECITALS

Client is engaged in the operation and management of a public water supply and distribution system.

The Texas Commission on Environmental Quality (“TCEQ”) has adopted rules and regulations known as the Lead Service Line Replacement Program requiring the Client to engage the services of Provider, to inspect each connection to a residential or commercial account with Client to determine which lines or connectors need to be replaced because they contain lead.

Provider is licensed and experienced in the operation of water supply and distribution systems in the state of Texas.

Therefore, Client hereby engages the services of Provider and in consideration of the mutual terms herein contained, the parties agree as follows.

TERM

This agreement shall be for a period of six (6) months commencing on _____ and ending on _____. This agreement may be terminated by either party, with a thirty (30) day written notice unless there is a breach of contract, the failure to provide the services set forth in this agreement, or if either party takes an action that jeopardizes the water system, and/or the licenses of the Provider.

REMUNERATION

The provider shall be entitled to a fee for locating existing lead pipes and connections or pipes and connections where the Provider cannot determine whether they contain lead, collecting the sampling required by the regulations and for advising Client when they are required to issue notices for violations of the regulations. The fee will be on a time and materials basis. Provider will provide licensed operators to provide the services set forth in this agreement as well as the equipment necessary to locate the lines and connections to be inspected by Provider. The fee for the licensed operator performing the services provided for in this agreement, as well as the equipment used by the operator, shall be the charge per hour approved by the Board of Directors of Provider from time to time at a meeting called for that purpose. The fee shall be billed monthly and shall be due and payable within thirty (30) days of receipt

Provider shall be entitled to reimbursements of expenses upon presentation of an itemized statement of the amount of such expenses to Client above and beyond those provided for in this agreement.

Devotion of Time

Provider shall devote such time to the performance of its duties under this agreement as is reasonable and necessary for Client to meet the requirements of the Texas Commission on Environmental Quality and the National Primary Drinking Water Resolution.

Entire Agreement

This agreement supersedes all other agreements either oral or written between the parties with respect to the subject matter herein and no other agreement, statement or promise relating to the subject matter of this agreement, which is not contained herein, shall be valid or binding.

Successors

Subject to the provisions regarding assignment, this agreement shall be binding on the existing and future Boards of both parties, their respective legal representatives and assigns.

Attorney Fees

Should provider be required to bring suit or place in the hands of an attorney for collection, any of the fees or expenses required to be paid by Client to the Provider for services rendered or should any fees be collected through bankruptcy or other judicial proceedings the Client shall pay reasonable attorney fees of the Provider, but in no event, shall said attorney fees be a sum less than 10% of the sums collected. Likewise, Provider shall pay reasonable attorney's fees of Client should Client have to seek judicial resolution for any problem that arise because of Providers actions or omissions.

Duties, Responsibilities and Services

Provider shall perform the following services to client:

a. Location of Existing lead pipes and connections

Provider shall perform and supervise the location and inspection of all water lines and connections in the Client's water distribution system to determine if there is lead in the lines and connections in excess of that allowed by statute, if any and submit a report of those lines and connections that contain lead and that will have to be replaced in accordance with the Lead Service Line Replacement Program. Provider shall notify Client if Provider cannot determine if a line and connection contains lead and classify those lines as unknown.

b. Collect and Provide Sampling

Provider shall collect and provide sampling as required by the Lead Service Line Replacement Program.

c. Notice Requirement for Violations

Provider shall advise Client when there are violations of the requirements of the Lead Service Line Replacement Program such that the Client can issue the notices required under the program.

d. Staff

Provider shall provide and maintain staff as needed to complete the task and duties outlined in this agreement.

e. Communications

Provider shall supply necessary communication equipment (e.g. cell phones, land lines, computers) such that the Client can immediately contact key personal of the Provider.

f. Supervision

Provider shall perform and supervise the location and collection of the data required to be provided To Client in this agreement.

g. Training

Provider shall use employees trained as required by the State of Texas.

h. Samples and Testing

Provider shall perform and supervise sampling for all tests or samples required by this agreement and deliver to a designated lab for analysis.

i. Paperwork and TCEQ Compliance

Provider shall maintain all paperwork required by Client and other regulatory agencies and shall submit such paperwork to Client and or TCEQ and maintain on file at the office of Client.

j. Other

Provider shall perform such other services for Client that may be agreed upon in writing by both parties.

k. Office Space

Each party will provide their own office space.

l. Vehicles

Provider will supply such vehicles for their duties as are required to fulfill its obligations under this agreement.

m. Assistance

Provider shall be authorized to utilize other professionals to assist in situations that require special equipment and/or labor.

n. **Insurance**

Provider shall provide Client with valid certificate of insurance, including liability insurance naming Client as an additional insured on said policies. Provider will also put in place workers' compensation for all Provider's employees.

w. **Force Majeure**

Force majeure does not apply to the entirety of this agreement/contract.

Default

All remedies existing at law or in equity may be availed by any party in the event of a default in the terms and conditions set forth in the agreement. Client and Provider agree that in the event of a non-monetary default in the terms of this agreement the non-defaulting party shall provide a written notice of the default, and the defaulting party shall have thirty (30) days to cure the default. Failure to cure the default shall be the basis to terminate this agreement. In the event of a financial default the non-defaulting party shall provide a written notice of the default, and the defaulting party shall have ten (10) days to cure the default. Failure to cure the default shall be the basis to terminate this agreement.

Indemnity

To the extent allowed by law, Provider agrees to hold Client harmless from or against any loss of any nature arising from or out of acts or omissions of Provider, its employees, agents, contractors, or other representatives regarding its duties, obligations and conduct pursuant to this agreement. To the extent allowed by law, Client agrees to hold Provider harmless from or against any loss of any nature arising from or out of acts or omissions of Client, its

employees, agents, contractors, or other representatives regarding its duties, obligations and conduct pursuant to this agreement.

Governing Law

This agreement and all of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas, and will be adjudicated in Nueces County, Texas.

Amendment

This agreement may be amended by the mutual agreement of the parties hereto which amendment shall be in writing and attached to and incorporated in this agreement.

Captions

The captions appearing herein are inserted and included solely for convenience and shall never be considered or given any effect in construing this agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties or in ascertaining intent, if any question of intent shall arise.

Legal Construction

In case anyone or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such as invalidity, illegality, or unenforceability shall not affect any provision thereof and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Executed on this the _____ day of March 2025 in Nueces County, Texas.

“CLIENT”

**VIOLATE WATER SUPPLY
CORPORATION
3861 CR 61
Robstown, TX 78380
361-387-3350**

“PROVIDER”

**NUECES COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 3
501 E. Main Street
Robstown, TX 78380
361-387-4549**

Signature

Signature

Printed Name

Printed Name

Title

Title