

NUECES WATER SUPPLY CORPORATION

MEMORANDUM

TO: Nueces Water Supply Corporation Board of Directors
FROM: Sherry Zimmerman, President
DATE: September 4, 2025
SUBJECT: Nueces Water Supply Corporation Meeting Notice and Agenda

A Regular Meeting of the Nueces Water Supply Corporation Board of Directors is scheduled for:

Wednesday, September 10, 2025

5:30 p.m.

South Texas Water Authority Boardroom
2302 East Sage Road
Kingsville, Texas

to consider and act upon any lawful subject which may come before it, including among others, the following:

Agenda

1. Call to order.
2. Citizen comments.
3. Approval of Minutes. (Attachment 1)
4. Treasurer's Report/Payment of Bills. (Attachment 2)
5. Water Supply and Development Contract between Nueces Water Supply Corporation and Morris Michalk, Developer, Harley Collier (Lot 1 Owner), Manuel Cantu Tovar and Mayte Cantu (Lot 2 Owner), Richard Martinez (Lot 3 Owner), Tomas Gallegos and Raquel M. Gallegos (Gallegos Tract Owner), Lot Owners, for Michalk Acres Subdivision and all related matters. (Attachment 3)
6. **Resolution 25-04.** Resolution authorizing the Nueces Water Supply Corporation President to enter into a Water Supply and Development Contract with Morris Michalk, Developer, Harley Collier (Lot 1 Owner), Manuel Cantu Tovar and Mayte Cantu (Lot 2 Owner), Richard Martinez (Lot 3 Owner), Tomas Gallegos and Raquel M. Gallegos (Gallegos Tract Owner), Lot Owners, for Michalk Acres Subdivision. (Attachment 4)
7. **Resolution 25-05.** Resolution Amending Authorized Nueces Water Supply Corporation Representatives for TexPool Accounts. (Attachment 5)
8. Extension of depository agreement with Kleberg Bank. (Attachment 6)

NWSC Agenda 09/10/2025
Page 1 of 2

9. South Texas Water Authority Fees and Charges – NWSC Fee Schedule (Attachment 7)

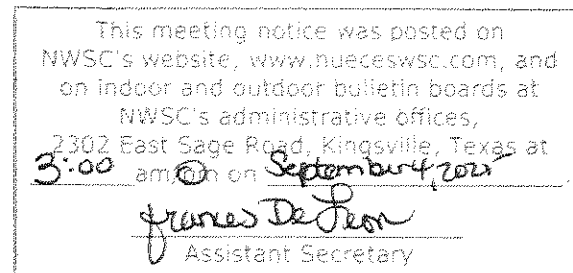
10. General Manager's Report.

11. Adjournment.

The Board may go into closed session at any time when permitted by Chapter 551, Government Code. Before going into closed session, a quorum of the Board must be assembled in the meeting room, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551, Government Code, authorizing the closed session.

SZ/JM/fdl

Attachments



ATTACHMENT 1

Approval of Minutes

NUECES WATER SUPPLY CORPORATION
Minutes – Regular Meeting
August 14, 2025

Board Members Present:

Sherry Zimmerman
Kathleen Lowman
Samuel Arciniega
Tanya Lawhon

Board Members Absent:

None

Staff Present:

John Marez
Frances De Leon
Jo Ella Wagner
Patrick Sendejo
August Patroelj
Clarissa Vargas

Guests Present:

Danielle Black, Tesla
Margaret Kelly – John Womack & Co, P.C.
Louie Longoria – John Womack & Co, P.C.

1. Call to Order.

Ms. Sherry Zimmerman, President, called the Regular Meeting to order at 5:30 p.m. at the South Texas Water Authority Boardroom, 2302 East Sage Road, Kingsville, Texas. A quorum was present.

2. Citizen comments.

Ms. Zimmerman opened the floor to citizen comments. Ms. Danielle Black introduced herself to the Board and stated that Tesla wants to be active in the community.

3. Review of proposed audit for Fiscal Year 2024.

Ms. Margaret Kelly of John Womack & Co., P.C., presented the Fiscal Year 2024 Audit. She reviewed the Operating Revenue and Expenses and reported a net loss of \$204,578. She added that the Corporation is fiscally strong with a fund balance large enough to cover over 25 months of operating expenses.

4. **Resolution 25-02.** Resolution accepting the Fiscal Year 2024 Audit prepared by John Womack & Co., P.C. of Kingsville.

Ms. Lowman made a motion to adopt Resolution 25-02 accepting the Fiscal Year 2024 Audit. Mr. Arciniega seconded the motion and all voted in favor.

NWSC Regular Meeting Minutes

August 14, 2025

Page 2

5. Approval of Minutes.

Ms. Lowman made a motion to approve the corrected January 7, 2025 Special Meeting minutes and the minutes of the April 8, 2025 and May 5, 2025 Regular Meetings as presented. Mr. Arciniega seconded. All voted in favor.

6. Treasurer's Report/Payment of Bills.

The following financial reports were presented for review and approval:

Treasurer's Report as of March 31, 2025

Account Activity for General Account for March 1, 2025 to March 31, 2025

Account Activity for Operations Account for March 1, 2025 to March 31, 2025

TEXPOOL Participant Statement for 03/01/2025 – 03/31/2025 for General Account

TEXPOOL Participant Statement for 03/01/2025 – 03/31/2025 for Security Deposit Account

Treasurer's Report as of April 30, 2025

Account Activity for General Account for April 1, 2025 to April 30, 2025

Account Activity for Operations Account for April 1, 2025 to April 30, 2025

TEXPOOL Participant Statement for 04/01/2025 – 04/30/2025 for General Account

TEXPOOL Participant Statement for 04/01/2025 – 04/30/2025 for Security Deposit Account

Treasurer's Report as of May 31, 2025

Account Activity for General Account for May 1, 2025 to May 31, 2025

Account Activity for Operations Account for May 1, 2025 to May 31, 2025

TEXPOOL Participant Statement for 05/01/2025 – 05/31/2025 for General Account

TEXPOOL Participant Statement for 05/01/2025 – 05/31/2025 for Security Deposit Account

Treasurer's Report as of June 30, 2025

Account Activity for General Account for June 1, 2025 to June 30, 2025

Account Activity for Operations Account for June 1, 2025 to June 30, 2025

TEXPOOL Participant Statement for 06/01/2025 – 06/30/2025 for General Account

TEXPOOL Participant Statement for 06/01/2025 – 06/30/2025 for Security Deposit Account

The following bills were presented for payment:

STWA Invoice S25-041	\$ 9,369.00
February 2025 Taps and Repairs	

STWA Invoice S25-051	\$44,691.00
March 2025 Water Usage, Water Cost and Handling Charge	

STWA Invoice S25-052	\$24,154.81
March 2025 General and Administration	

STWA Invoice S25-055	\$12,477.63
March 2025 Taps and Repairs	

STWA Invoice S25-065 April 2025 Water Usage, Water Cost and Handling Charge	\$39,396.89
STWA Invoice S25-066 April 2025 General and Administration	\$18,815.86
STWA Invoice S25-069 April 2025 Taps and Repairs	\$ 8,637.99
STWA Invoice S25-080 May 2025 Water Usage, Water Cost and Handling Charge	\$47,238.20
STWA Invoice S25-081 May 2025 General and Administration	\$18,890.38
STWA Invoice S25-084 May 2025 Taps and Repairs	\$14,728.45
STWA Invoice S25-086 Supplies & Materials Reimbursement	\$ 900.96
STWA Invoice S25-094 June 2025 Water Usage, Water Cost and Handling Charge	\$53,976.88
STWA Invoice S25-095 June 2025 General and Administration	\$19,679.06
STWA Invoice S25-098 June 2025 Taps and Repairs	\$17,128.79
STWA Invoice S25-101 Standby Pay Reimbursement October 1, 2024 to June 30, 2025	\$ 1,378.94

Ms. Lowman made a motion to approve the financial reports and payment of the bills as presented. Mr. Arciniega seconded and all voted in favor.

7. NWSC Master Plan – Engineering Feasibility Report.

Mr. Marez explained that the 2023 Master Plan was updated to include population growth and STWA's 5-year and 50-year water demand projections, the Brackish Desalination project in Nueces County, the Ricardo Well project in Kleberg County, external water management strategy projects, the Groundwater Feasibility Study, the Cathodic Protection Study and asset management strategies for future development. He presented the Engineering Feasibility Report prepared by International Consulting Engineers (I.C.E.) and said that upgrades include tank and pump replacement at all pump stations as well as generator, valve, ammonia and chlorine

upgrades or replacement. The report has been submitted to the TWDB and their review is expected to take 30 to 90 days. He added I.C.E. has been in contact with TCEQ regarding compliance issues and hopes to have these issues resolved.

8. General Manager's Report.

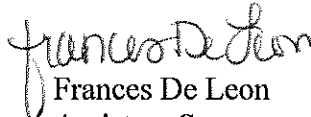
- Vaquero Ventures Service on FM 665
- Water System Update

Mr. Marez reported that work has begun on the waterline installation to serve the Vaquero Ventures store on FM 665 and should be completed soon. He informed the Board that a section of waterline was not properly accounted for and the oversight may result in a reimbursement or a cost split with Vaquero. He also reported that he was contacted by Chief Clack of the Annville Fire Department about funding that has been received for fire hydrants and is awaiting further information. He had nothing further to report.

9. Adjournment.

With no further business to conduct, Mr. Arciniega made a motion to adjourn the meeting at 6:27 p.m. Ms. Lowman seconded the motion. All voted in favor.

Respectfully submitted,


Frances De Leon
Assistant Secretary

ATTACHMENT 2

Treasurer's Report/Payment of Bills

**Nueces Water Supply Corporation
Treasurer's Report
As of July 31, 2025**

General Account - KFNB	\$182,445.97
General Account - TexPool	\$1,091,082.98
General Account - TexPool Prime	\$351,451.93
Operations Account - KFNB	\$2,939.51
Security Deposit Account - TexPool	\$149,792.64
Petty Cash	\$150.00
Cash Drawer	\$100.00
TOTAL	<u>\$1,777,963.03</u>

	12-May-25 Billing Reg.	11-Jun-25 Billing Reg.	16-Jul-25 Billing Reg.
Total Usage (Gal)	10,625,790	8,524,640	9,790,900
Water Sales (\$)	\$97,365.86	\$86,229.47	\$92,858.66
Adjustments	(\$7,014.86)	(\$1,227.81)	(\$388.83)
Turn on Charge	\$1,860.00	\$1,320.00	\$1,265.00
Late Charges	\$1,025.00	\$950.00	\$1,115.00
Past Due (Overpayments)	\$12,403.74	\$44,866.72	\$44,718.19
Tax	\$467.12	\$417.75	\$450.16
Leak Pay Plan	\$40.87	\$0.00	\$0.00
Total Receivables	<u>\$106,147.73</u>	<u>\$132,556.13</u>	<u>\$140,018.18</u>
METERS ON LINE	1134	1132	1136

NUECES WATER SUPPLY CORP.

GENERAL

JULY 2025

DATE DESCRIPTION	CK NO.	DEPOSIT	DEBITS	BALANCE
07-01 BEGINNING BALANCE				\$183,098.25
07-01 WATER RECEIPTS	DEP	\$69.75		\$183,168.00
07-01 ONLINE PAYMENTS	DEP	\$1,382.92		\$184,550.92
07-02 WATER RECEIPTS	DEP	\$9,195.63		\$193,746.55
07-02 JOHN WOMACK & CO.	4470		\$7,850.00	\$185,896.55
07-02 VOID	4471		\$0.00	\$185,896.55
07-02 WILLATT & FLICKINGER	4472		\$551.00	\$185,345.55
07-02 ONLINE PAYMENTS	DEP	\$2,367.28		\$187,712.83
07-03 WATER RECEIPTS	DEP	\$359.70		\$188,072.53
07-03 ONLINE PAYMENTS	DEP	\$2,234.79		\$190,307.32
07-04 ONLINE PAYMENTS	DEP	\$1,054.48		\$191,361.80
07-05 ONLINE PAYMENTS	DEP	\$1,794.15		\$193,155.95
07-06 ONLINE PAYMENTS	DEP	\$1,948.94		\$195,104.89
07-07 WATER RECEIPTS	DEP	\$2,257.30		\$197,362.19
07-07 ONLINE PAYMENTS	DEP	\$4,548.77		\$201,910.96
07-08 WATER RECEIPTS	DEP	\$800.49		\$202,711.45
07-08 ONLINE PAYMENTS	DEP	\$789.52		\$203,500.97
07-09 WATER RECEIPTS	DEP	\$152.20		\$203,653.17
07-09 ONLINE PAYMENTS	DEP	\$1,135.50		\$204,788.67
07-10 WATER RECEIPTS	DEP	\$233.93		\$205,022.60
07-10 ONLINE PAYMENTS	DEP	\$1,416.44		\$206,439.04
07-11 WATER RECEIPTS	DEP	\$481.10		\$206,920.14
07-11 CATES, D. #1058- MEMBERSHIP	DEP	\$200.00		\$207,120.14
07-11 ONLINE PAYMENTS	DEP	\$1,334.60		\$208,454.74
07-12 ONLINE PAYMENTS	DEP	\$1,698.19		\$210,152.93
07-13 ONLINE PAYMENTS	DEP	\$302.68		\$210,455.61
07-14 WATER RECEIPTS	DEP	\$708.56		\$211,164.17
07-14 STWA- ADMIN, POSTAGE, SAMPLES & READINGS	4473		\$19,679.06	\$191,485.11
07-14 STWA- WATER FOR JUNE	4474		\$53,976.88	\$137,508.23
07-14 POSTMASTER	4475		\$2,000.00	\$135,508.23
07-14 STALINE WATERWORKS-	4476		\$1,657.01	\$133,851.22
07-14 THERMAL SCIENTIFIC	4477		\$4,306.68	\$129,544.54
07-14 WILLATT & FLICKINGER	4478		\$541.50	\$129,003.04
07-14 ONLINE PAYMENTS	DEP	\$1,120.12		\$130,123.16
07-15 WATER RECEIPTS	DEP	\$8,975.46		\$139,098.62
07-15 ABUSETTA, S. #1463- MEMBERSHIP	DEP	\$200.00		\$139,298.62
07-15 RODRIGUEZ, J.- INV#N23-029	DEP	\$48.75		\$139,347.37
07-15 ONLINE PAYMENTS	DEP	\$842.14		\$140,189.51
07-16 WATER RECEIPTS	DEP	\$307.49		\$140,497.00
07-16 DEPOSIT CORRECTION	DEB		\$0.62	\$140,496.38
07-16 ONLINE PAYMENTS	DEP	\$828.23		\$141,324.61
07-17 WATER RECEIPTS	DEP	\$456.79		\$141,781.40
07-17 ONLINE PAYMENTS	DEP	\$1,455.07		\$143,236.47

07-18	WATER RECEIPTS	DEP	\$1,389.49		\$144,625.96
07-18	STWA- ADMIN, POSTAGE, SAMPLES & READINGS	4479		\$18,890.38	\$125,735.58
07-18	STWA- WATER FOR MAY	4480		\$47,238.20	\$78,497.38
07-18	FLUID METER SERVICE	4481		\$5,600.00	\$72,897.38
07-18	STWA- LOWES	4482		\$900.96	\$71,996.42
07-18	ONLINE PAYMENTS	DEP	\$1,300.52		\$73,296.94
07-19	ONLINE PAYMENTS	DEP	\$513.65		\$73,810.59
07-20	ONLINE PAYMENTS	DEP	\$1,018.71		\$74,829.30
07-21	WATER RECEIPTS	DEP	\$2,727.73		\$77,557.03
07-21	ONLINE PAYMENTS	DEP	\$2,691.21		\$80,248.24
07-22	WATER RECEIPTS	DEP	\$1,110.91		\$81,359.15
07-22	INTERNATIONAL CONSULTANT ENGINEERS	4483		\$72,143.00	\$9,216.15
07-22	ONLINE PAYMENTS	DEP	\$1,991.19		\$11,207.34
07-23	WATER RECEIPTS	DEP	\$1,579.52		\$12,786.86
07-23	NWSC BANK DRAFTS	DEP	\$12,908.51		\$25,695.37
07-23	BRAVO GLOBAL INVESTMENTS #1460- 2ND CSI	DEP	\$50.00		\$25,745.37
07-23	ONLINE PAYMENTS	DEP	\$745.16		\$26,490.53
07-24	WATER RECEIPTS	DEP	\$92.82		\$26,583.35
07-24	ONLINE PAYMENTS	DEP	\$283.84		\$26,867.19
07-25	WATER RECEIPTS	DEP	\$312.17		\$27,179.36
07-25	STWA- STAND BY PAY	4484		\$1,378.94	\$25,800.42
07-25	ONLINE PAYMENTS	DEP	\$698.95		\$26,499.37
07-26	ONLINE PAYMENTS	DEP	\$319.42		\$26,818.79
07-27	ONLINE PAYMENTS	DEP	\$315.26		\$27,134.05
07-28	WATER RECEIPTS	DEP	\$599.87		\$27,733.92
07-28	TRANSFER FROM TEXPOOL	ACH	\$150,000.00		\$177,733.92
07-28	SIMPLOT	ACH	\$526.74		\$178,260.66
07-28	DEPOSIT CORRECTION	DEB		\$2.00	\$178,258.66
07-28	ONLINE PAYMENTS	DEP	\$443.36		\$178,702.02
07-29	WATER RECEIPTS	DEP	\$3,750.29		\$182,452.31
07-29	STALINE WATERWORKS-	4485		\$3,178.51	\$179,273.80
07-29	ONLINE PAYMENTS	DEP	\$300.61		\$179,574.41
07-30	WATER RECEIPTS	DEP	\$379.63		\$179,954.04
07-30	ONLINE PAYMENTS	DEP	\$1,598.34		\$181,552.38
07-31	WATER RECEIPTS	DEP	\$283.89		\$181,836.27
07-31	JOHN WOMACK & CO.	4486		\$1,292.50	\$180,543.77
07-31	ONLINE PAYMENTS	DEP	\$1,509.75		\$182,053.52
07-31	INTEREST EARNED	DEP	\$392.45		\$182,445.97
			\$240,534.96	\$241,187.24	



Participant Statement

NUECES WATER SUPPLY CORP
GENERAL ACCT
ATTN CAROLA G SERRATO
2302 E SAGE ROAD
KINGSVILLE TX 78363-3328

Statement Period 07/01/2025 - 07/31/2025

Page 1 of 2

Customer Service 1-866-TEX-POOL
Location ID 000077895
Investor ID 000007585

TexPool Update

TexPool Participant Services is excited to announce that beginning August 18, 2025, TexPool Prime's transaction cutoff time will be extended from 2:00 p.m. CT to 3:00 p.m. CT.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$1,236,625.23	\$0.00	\$150,000.00	\$4,457.75	\$1,091,082.98	\$1,217,414.19
TexPool Prime	\$350,137.71	\$0.00	\$0.00	\$1,314.22	\$351,451.93	\$350,180.10
Total Dollar Value	\$1,586,762.94	\$0.00	\$150,000.00	\$5,771.97	\$1,442,534.91	

Portfolio Value

Pool Name	Pool/Account	Market Value (07/01/2025)	Share Price (07/31/2025)	Shares Owned (07/31/2025)	Market Value (07/31/2025)
Texas Local Government Investment Pool	449/1371400002	\$1,236,625.23	\$1.00	1,091,082.980	\$1,091,082.98
TexPool Prime	590/1371400002	\$350,137.71	\$1.00	351,451.930	\$351,451.93
Total Dollar Value		\$1,586,762.94			\$1,442,534.91

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1371400002	\$4,457.75	\$28,577.64
TexPool Prime	590/1371400002	\$1,314.22	\$8,966.92
Total		\$5,771.97	\$37,544.56



NUECES WATER SUPPLY CORPORATION

OPERATIONS

2025

DATE	DESCRIPTION	CK NO.	DEPOSITS	BURSEMENT	BALANCE
JULY 2025					\$4,128.56
07-01	INTERCONNECT	ACH		55.00	\$4,073.56
07-02	STOP PAYMENT FEE	ACH		15.00	\$4,058.56
07-02	CITY OF C.C.- CENTRAL CASHIERS	5190		\$119.00	\$3,939.56
07-14	CORE & MAIN	5191		\$238.03	\$3,701.53
07-14	NUECES COUNTY CLERK	5192		\$80.00	\$3,621.53
07-14	TEXAS EXCAVATION SAFETY SYSTEM	5193		\$194.35	\$3,427.18
07-25	MANUEL GARCIA #1058- MEMBERSHIP REFUND	5194		\$108.75	\$3,318.43
07-25	RENEE V. TREJO #1140- MEMBERSHIP REFUND	5195		\$166.83	\$3,151.60
07-29	CITY OF C.C.- CENTRAL CASHIERS	5196		\$170.00	\$2,981.60
07-29	VOID	5197		\$0.00	\$2,981.60
07-30	INTERCONNECT	ACH		\$55.00	\$2,926.60
07-31	INTEREST EARNINGS	DEP	\$12.91		\$2,939.51
			<u>\$12.91</u>	<u>\$1,201.96</u>	

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002

RECEIVED
AUG 11 2025
NUECES WATER SUPPLY CORPORATION



TEXAS TRUST
TEXAS TREASURY SAFEGUARDING TRUST COMPANY
COMPTROLLER GLENN HEGAR, CHAIRMAN

Participant Statement

Statement Period 07/01/2025 - 07/31/2025

Page 1 of 2

Customer Service 1-866-TEX-POOL
Location ID 000077895
Investor ID 000007584

NUECES WATER SUPPLY CORP
SECURITY DEPOSIT ACCT
ATTN CAROLA G SERRATO
2302 E SAGE ROAD
KINGSVILLE TX 78363-3328

TexPool Update

TexPool Participant Services is excited to announce that beginning August 18, 2025, TexPool Prime's transaction cutoff time will be extended from 2:00 p.m. CT to 3:00 p.m. CT.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$149,246.05	\$0.00	\$0.00	\$546.59	\$149,792.64	\$149,263.68
Total Dollar Value	\$149,246.05	\$0.00	\$0.00	\$546.59	\$149,792.64	

Portfolio Value

Pool Name	Pool/Account	Market Value (07/01/2025)	Share Price (07/31/2025)	Shares Owned (07/31/2025)	Market Value (07/31/2025)
Texas Local Government Investment Pool	449/1371400001	\$149,246.05	\$1.00	149,792.640	\$149,792.64
Total Dollar Value		\$149,246.05			\$149,792.64

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1371400001	\$546.59	\$3,716.47
Total		\$546.59	\$3,716.47



**SOUTH TEXAS WATER AUTHORITY****2302 E. SAGE RD.****KINGSVILLE, TEXAS 78363****INVOICE**

S25 - 111

August 8, 2025

Nueces Water Supply Corporation
2302 E. Sage Rd.
Kingsville, Texas 78363

Usage

Agua Dulce Rural	963,770
Banquete - NWSC Pump Station	1,858,950
Bishop East	2,087,000
Central Rural	4,525,018
Driscoll Rural	811,000
Sablatura Park	858,357
LCS	1,675,330
KB Foundation	161,000
Tesla	2,039,459
	<u>14,979,884</u>

Total Water Usage for Period	7/1/2025	to	8/1/2025	14,979,884
Contract Year to Date Usage - - - - -	115,348,243 gallons			

Water Rate (per thousand gallons)

Cost of Water from City of Corpus Christi (Total charges divided by total consumption):

Total charges \$141,454.12

Total consumption 43,060

Cost of Water from City of Corpus Christi \$ 3.285047

					Amount Due
STWA Handling Charge	14,979,884 g @	\$ 0.500000	=	\$	7,489.94
Corpus Christi Water Cost	14,979,884 g @	\$ 3.285047	=	\$	49,209.62
Water Rate for current billing period		\$ 3.785047			

Cost of Water

14,979,884 gallons @ \$3.785047 per thousand gallons \$ 56,699.56

Total Due for Water Usage for period	7/1/2025	to	8/1/2025	\$ 56,699.56
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Net Water Revenue - STWA

Handling Charge	\$7,489.94
less Pumping Cost	- \$2,098.00
= Net Revenue	\$5,391.94

Payment Due within 30 days of Receipt of Invoice

Thank You!

For more information about the Authority, including information about the Authority's board and board meetings, please go the Comptroller's Special Purpose District Public Information Database located at <https://spdpid.comptroller.texas.gov/> or the Authority's website www.stwa.org

Jose M. Graveley, President
Frances Garcia, Vice-President
Imelda Garza, Secretary-Treasurer
Dr. Tanya Lawhon
Daniel Morales

Joe Morales
Angela N. Pena
Arturo Rodriguez
Patsy A. Rodgers
John Marez, Administrator

(361) 592-9323 Or (361) 692-0337 (C.C. line) Fax: (361) 592-5965

**SOUTH TEXAS WATER AUTHORITY****2302 E. SAGE RD.****KINGSVILLE, TEXAS 78363****INVOICE**

S25 - 112

August 8, 2025

Nueces Water Supply Corporation
2302 E. Sage Rd.
Kingsville, Texas 78363

Description		Amount Due	
No. of Connections This Month:		1135	
1135	General Maintenance (per connection) @	\$ 6.25	\$ 7,093.75
1135	Read Meters (per connection) @	\$ 1.95	2,213.25
3	Sample Collection (per sample) @	\$ 40.00	120.00
Billing Services for Month of:			
July, 2025			
224	Final Notice Cards @	\$ 1.10	07/08/25 246.40
1135	Statements @	\$ 2.00	07/11/25 2,270.00
6	Meter Removal/Cancel Letters @	\$ 1.75	07/28/25 10.50
1135	Administration (per connection) @	\$ 6.00	6,810.00
1786	Copies @	\$ 0.10	178.60
	Postage		101.54
TOTAL		\$	19,044.04

Payment Due By
August 31, 2025

Thank You!

For more information about the Authority, including information about the Authority's board and board meetings, please go the Comptroller's Special Purpose District Public Information Database located at <https://spdpd.comptroller.texas.gov/> or the Authority's website www.stwa.org

Jose M. Graveley, President
Frances Garcia, Vice-President
Imelda Garza, Secretary-Treasurer
Dr. Tanya Lawhon
Daniel Morales

Joe Morales
Angela N. Pena
Arturo Rodriguez
Patsy A. Rodgers
John Marez, Administrator

**SOUTH TEXAS WATER AUTHORITY****2302 E. SAGE RD.****KINGSVILLE, TEXAS 78363**

S25-115

August 28, 2025

Nueces Water Supply Corporation
2302 E. Sage Road
Kingsville, Tx 78363

DATE	DESCRIPTION	W.O. #	Invoiced to others	Due to STWA
07/02/25	After hours work on Bishop East hydro tank.	9203	0.00	70.00
07/02/25	After hours work on ground storage tank. Opened up valve manually due to ground storage tank going dry.	9204	0.00	245.00
07/03/25	Tap and meter set including 180' of extension that remained at acct. #1440-Cabello, CR 42.	9205	1,388.00	889.00
07/06/25	Weekend readings and residuals.	9206	0.00	35.00
07/07/25	Customer reported low pressure. Removed locking mechanism to resolve issue at acct. #1390. Gonzalez, Rachal Ln.	9207	0.00	130.00
07/06/25	After hours work on adjustments at Bishop East Pump Station.	9208	0.00	106.25
07/09/25	Customer service inspection at acct. #1448- Olivarez, Broken Arrow. Passed inspection.	9209	75.00	75.00
07/09/25	Customer reported leak at meter at acct. #245- Rodriguez, CR 42. Repaired leaking pressure coupling that was loose.	9210	0.00	60.00
07/10/25	Customer reported no water. Removed locking mechanism to resolve issue at acct. #523-Boone, Herrera St.	9211	0.00	85.00
07/11/25	Meter removal due to non-payment at acct. #1217- Rosas, Warbonnet.	9212	60.00	60.00
07/11/25	Customer reported low pressure at times. Removed rubber mechanism from meter to resolve issue at acct. #22-Espinoza, CR 36.	9213	0.00	30.00

Jose M. Graveley, President
Frances Garcia, Vice-President
Imelda Garza, Secretary-Treasurer
Dr. Tanya Lawhon
Daniel Morales

Joe Morales
Angela N. Pena
Arturo Rodriguez
Patsy A. Rodgers
John Marez, Administrator

07/11/25	Customer reported no water. Removed rubber mechanism from meter at acct. #823-Espinoza, CR 36.	9214	0.00	30.00
07/11/25	Second service call for low pressure. Checked locking mechanism, cleaned out meter, readjusted housing, and returned service to customer at acct. #823-Espinoza, CR 36.	9215	0.00	170.00
07/12/25	Third service call for low pressure. Checked meter mechanism, flushed out, replaced O-ring, PSI at 60. Returned service to customer. acct. #823-Espinoza, CR 36.	9216	0.00	63.75
07/13/25	Weekend readings and residuals.	9217	0.00	35.00
07/09/25	Customer service inspection at acct. #1451-Olivarez, CR 34. Passed inspection.	9218	75.00	75.00
07/15/25	Checked on possible leak at meter reported by field technician. Leak on customer side at acct. #1073-Rangel, CR 30.	9219	0.00	30.00
07/15/25	Changed out meter due to meter not working at acct. #345-Hale, FM 70.	9220	0.00	110.00
07/15/25	Short handed at front office.	9221	0.00	11.63
07/16/25	Changed out meter due to meter not working at acct. #1140-Trejo, CR 75A.	9222	0.00	110.00
07/16/25	Checked on leak at meter and replaced meter box. Leak is on customer side at acct. #429-Flores, CR 16.	9223	0.00	60.00
07/19/25	Customer reported no water. Removed gasket from meter to resolve issue at acct. #1149-Orsonia-Pena, La Paloma.	9224	0.00	63.75
07/20/25	Weekend readings and residuals.	9225	0.00	35.00
07/19/25	After hours work on Bishop East power malfunction. Lost pressure for water flow from mercooid switch.	9226	0.00	245.00
07/17/25	Replaced meter box and noticed leak on customer side. Shut off corp side valve to prevent leak. Contacted customer to notify of possible leak on their side at acct. #1140-Trejo, CR 75A.	9227	0.00	120.00

07/18/25	Customer reported no water. Removed locking mechanism to resolve issue at acct. #509-Fernandez, Heather Rd.	9228	0.00	15.00
07/21/25	After hours work to assess service charges for lockouts.	9229	0.00	15.61
07/18/25	Worked late to help cover the reception area.	9230	0.00	5.63
07/22/25	After hours unlock at acct. #354-Ramos, #1076-Lara, #1047-Cedillo.	9231	270.00	270.00
07/22/25	Customer reported no water. Removed rubber mechanism from meter at acct. #691-Schubert, CR30.	9232	0.00	15.00
07/22/25	Customer service inspection at acct. #14582-Clark, FM 70. Passed inspection.	9233	75.00	75.00
07/21/25	After hours work to check residuals at Lost Creek.	9234	0.00	17.50
07/23/25	Repaired leak and tightened leaking union at acct. #869-Myers, FM 666.	9235	0.00	183.75
07/21/25	Customer reported no water. Removed gasket from housing at acct. #34-Zane, Longoria.	9236	0.00	15.00
07/21/25	Customer reported low pressure. Removed locking mechanism to resolve issue at acct. #857-Zinda, Heather Rd.	9237	0.00	30.00
07/27/25	Weekend readings and residuals.	9238	0.00	52.50
07/26/25	After hours work to check Driscoll pump station and take residual.	9239	0.00	262.50
07/27/25	After hours work on Central Pump Station. Coupling replacement on Pump #4. Pump failed, bypassed system with STWA's system. Attempted to replace Pump #4 with stand by pump but did not fit. Need modifications.	9240	0.00	595.00
07/27/25	After hours work on Bishop East Pump Station due to low-pressure and lost water.	9241	0.00	192.50
07/28/25	After hours work on Bishop East Pump Station due to pumps failed to prime. Bypassed tanks to run straight off 42" line.	9242	0.00	70.00

07/28/25	After hours work on Central Pump Station. Finished plumbing in standby pump for Pump #4. Waited for adequate pressure and set pressure to best operations for area.	9243	0.00	122.50
07/27/25	After hours work on customer reported low pressure. Removed rubber mechanism from meter at acct. #261-Suarez, Longoria.	9244	0.00	106.25
07/28/25	Customer reported low pressure. Removed rubber mechanism from meter at acct. #992-Cedillo, CR 79.	9245	0.00	30.00
07/28/25	Replaced broken meter box lid at acct. #629- Herman, CR 83.	9246	0.00	35.00
07/28/25	After hours work to change out meter for testing at acct. #1163-Wells, Sweet Water.	9247	0.00	110.00
07/29/25	Customer reported low pressure. Removed rubber mechanism from meter and removed bees at acct. #994-Escareno, Piper Cub.	9248	0.00	60.00
07/29/25	Customer reported no water. Removed rubber gasket from meter to resolve issue at acct. #355- Gallardo, Heather Road.	9249	0.00	30.00
07/29/25	Customer reported no water. Removed rubber gasket from meter to resolve issue at acct. #1019- Villarreal, Cobb Lane.	9250	0.00	30.00
07/29/25	After hours work on troubleshooting at Central Pump Station due to low pressure.	9251	0.00	105.00
07/30/25	Meter was leaking. Tightened meter on corporation side. Field technician made a repair recently at acct. #992-Cedillo, CR 79.	9252	0.00	106.25
07/31/25	Customer reported no water. Removed rubber gasket from meter to resolve issue at acct. #1090- Boughton, Skyking.	9253	0.00	15.00
07/29/25	Customer reported no water. Removed rubber gasket from meter to resolve issue at acct. #1044- Garcia, Heather Road.	9254	0.00	21.25
07/30/25	Meter removal at acct. #1023-Holding, Hwy 77 & CR 6.	9255	0.00	120.00

07/31/25	July 2025 Regualer Hour Unlocks - #91-Prukop, #908-Lopez, #1340-Rosas, #1261-Salinas, #318-Mendez, #1073-Rangel, #1065-Saenz, #141-Vasquez, #1019-Villarreal, #580-Aguirre, #1288-Richard, #872-Gonzalez.	9256	720.00	720.00
---	***Billed in August***	9257	---	---
---	***Billed in August***	9258	---	---
---	***Billed in August***	9259	---	---
---	***Billed in August***	9260	---	---
---	***Billed in August***	9261	---	---
---	***Billed in August***	9262	---	---
---	***Billed in August***	9263	---	---
---	***Billed in August***	9264	---	---
---	***Billed in August***	9265	---	---
---	***Billed in August***	9266	---	---
---	***Billed in August***	9267	---	---
07/24/25	After hours work on Corporation inspection for TCEQ.	9268	0.00	101.79
07/31/25	Customer service inspection at acct. #1460-Bravo Global Investments, CR 81. Passed inspection.	9269	75.00	75.00

Total Due STWA	\$6,547.41
Amount Invoiced to Others	\$2,738.00

Payment due by August 31, 2025
Thank you!

ATTACHMENT 3

Water Supply and Development Contract
Michalk Acres

Memo

To: Nueces Water Supply Corporation Board of Directors
From: John Marez, General Manager
Date: September 4, 2025
Re: Water Supply and Development Contract – Morris Michalk

Background:

Morris Michalk contacted the Corporation requesting that water service be provided for the George H Paul Subdivision of the Driscoll Ranch. Mr. Michalk has met Nueces County subdivision requirements and has paid the pro-rata share of the improvements to the Corporation's water system to provide service for the subdivision prior to this board meeting.

The property in the George H Paul Subdivision of the Driscoll Ranch (attached in the metes and bounds) is for 4 connections located on South One-Third of the South One-Half of the North One-Half of the Northeastern One-Forth of Section 112 of Map C of the George H Paul Subdivision of the Driscoll Ranch.

It is in the Corporation's best interest to enter into this Development Contract. Application attached.

Analysis:

Developers creating subdivisions, or any property, should be deliberate with their planning and follow the corporation's procedures as regulated by TCEQ and verified by engineering. This ensures there is adequate water capacity available for the development.

Staff Recommendation:

Accept the Water Supply and Development Contract with Morris Michalk and owners of Lots 1, 2, 3 & 4 (Harley Collier, Manuel Cantu Tovar and Mayte Cantu, Richard Martinez, and Tomas Gallegos and Raquel M Gallegos) upon verification the developer's contribution has cleared the bank and been paid to the corporation.

Board Action:

Authorize the General Manager or designee to execute a Water Supply and Development Contract with Morris Michalk and owners of Lots 1-4 (as described above), for the George H Paul Subdivision of the Driscoll Ranch.

Summary:

The Michalk (George H Paul Subdivision of the Driscoll Ranch) property meets all criteria to be accepted into the corporation's water system. Adding more users into NWSC allows for the corporation to grow and meet the expanding need for property with water access in the county.

WATER SUPPLY AND DEVELOPMENT CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

THIS CONTRACT, is between the Nueces Water Supply Corporation, A Texas non-profit corporation, (hereinafter called NWSC), Morris Michalk (hereinafter called Developer), Harley Collier (hereinafter call Lot 1 Owner), Manuel Cantu Tovar and Mayte Cantu (hereinafter called Lot 2 Owner), Richard Martinez (hereinafter called Lot 3 Owner) and Tomas Gallegos and Raquel M. Gallegos (hereinafter called Gallegos Tract Owner). Lot 1 Owner, Lot 2 Owner, Lot 3 Owner and Gallegos Tract Owner are collectively referred hereafter as the "Property Owners".

WITNESSETH:

WHEREAS, NWSC has a contract with South Texas Water Authority, a governmental agency, conservation and reclamation district and body politic and corporate, to obtain water for supply to areas which lie outside of the jurisdictional limits of the other existing incorporated cities, water districts, or other municipal corporations and which lie within the boundaries of South Texas Water Authority; and

WHEREAS, the South Texas Water Authority has an agreement dated October 14, 1980, with the City of Corpus Christi to obtain treated water from the City of Corpus Christi which gives the South Texas Water Authority the capacity to serve customers lying within the established boundaries of the South Texas Water Authority; and

WHEREAS, NWSC, Developer and the Property Owners recognize the terms of this Contract are subject to all the terms and conditions of the contract between the City of Corpus

Christi and South Texas Water Authority as well as the contract between South Texas Water Authority and NWSC, and incorporate the terms of each of said contracts by reference into this Contract; and

WHEREAS, Developer desires to obtain a commitment from NWSC to supply water to a subdivision, as described in Exhibits "A" and "B" attached hereto and incorporated herein by reference, which Developer has platted; and NWSC desires to supply water to such subdivision under the terms and conditions as hereinafter stated; and

WHEREAS, Developer has sold the three lots in the subdivision and the owners of those three lots and the Gallegos Tract Owner are jointly requesting service to their properties and are also parties to this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NWSC agrees to supply water under the terms and conditions and for the considerations hereinafter set forth, to-wit:

1. From and after the effective date of this Contract specified in paragraph 5 below, Developer shall have the right to have water supplied to Developer's subdivision by NWSC in Nueces County, Texas at a point(s) determined by NWSC and the Property Owners will have the right to receive water service by NWSC in accordance with the terms and conditions set forth below..
2. Water provided by NWSC shall be exclusively used within the subdivision described in Exhibits "A" and "B" attached hereto and incorporated herein by reference and on the tract owned by the Gallegos Tract Owner, which is described as The surface estate only of the South One-Third (S. 1/3) of the South One-Half (S. 1/2) of the North One-Half (N 1/2) of the Northeast One-Fourth (NE 1/4) of Section 112 of Map C of the George H. Paul

Subdivision of the Driscoll Ranch, Nueces County, Texas as shown by the map or plat thereof recorded in Volume 1, Page 21 of the Map Records of Nueces County, Texas (Gallegos Tract). Developer and the Property Owners warrant and certify that the described area within which said subdivision and Gallegos Tract lie neither wholly nor partially within the jurisdictional area of an existing city, municipal corporation, water improvements district or water control and improvement district which have a prior right to supply water to the subdivision and Gallegos Tract, but are situated completely within the boundaries of South Texas Water Authority and within the area served by NWSC.

3. NWSC makes no guaranty that water will be available at any particular time or place; it being fully understood by all parties hereto that the ability of NWSC to supply water is subject to its contract with South Texas Water Authority which is subject to South Texas Water Authority's contract with the City of Corpus Christi for the supply of water, all terms of both agreements being herein incorporated by reference, and that this Contract is merely an agreement to allow withdrawal of water from the system operated by NWSC, when and if same is present and available.
4. As a precedent to NWSC having a duty to supply water to Developer's subdivision, Developer must:
 - (a) meet all flood plain, platting and subdivision requirements of the contract between the City of Corpus Christi and South Texas Water Authority and the contract between South Texas Water Authority and NWSC as well as local city, county, state or federal ordinances or laws and by the Federal Grant and Loan Agreements of which South Texas Water Authority and NWSC are subject as shall be specified by NWSC;

- (b) along with the Property Owners make a total deposit in the amount of \$43,798.10 which has been deemed sufficient, as determined solely by NWSC, to pay for the oversizing of the line(s) and/or increased pumping capacity necessary to service the subdivision as reasonably required when fully developed as platted and the Gallegos Tract; such deposit to be made on or before September 4, 2025. Developer and the Property Owners hereby agree to contribute the following amounts to the deposit set forth above: Developer = \$14,283.76, Lot 1 Owner = \$ 7,114.21, Lot 2 Owner = \$ 7,114.21, Lot 3 Owner = \$7,114.21 and Gallego Tract Owner = \$8,171.71. Upon Developer and the Property Owners having met all requirements, including the full deposit payments stated hereinabove, and subject to receipt of applications for service and fees required by NWSC's Tariff, NWSC shall have the duty to provide water to the three lots in the subdivision and to the Gallegos Tract.
- (c) submit for NWSC review and approval, all plans and specifications for any water improvements within the development prior to construction. The Developer shall conform with all material and construction specifications of South Texas Water Authority and NWSC for water system improvements within the development prior to construction.
- (d) notify NWSC prior to the beginning of any construction of a water distribution system within the subdivision so that NWSC may inspect the work in progress.
- (e) upon completion of construction of any water distribution system within the subdivision, submit as-built drawings and dedicate the water system improvements and an easement twenty feet (20') in width (or ten feet [10'] if the

easement is adjacent to a public road or street) conforming to the outlines of the water distribution system as reflected by the said plat and as-built drawings, to NWSC or its assigns after final inspection and approval by an authorized representative of NWSC.

5. This Contract shall not be considered effective or a binding obligation against NWSC until Developer and the Property Owners have made all deposits and met all requirements called for by this Contract.
6. Developer shall be financially responsible for the construction of any water distribution system within the subdivision.
7. NWSC will neither accept the dedication of any water system improvements in the subdivision unless at the time of the dedication by Developer, Developer also submits to NWSC on forms supplied by NWSC, an affidavit executed by each contractor and subcontractor who has either supplied materials or labor to Developer for the construction, that contractor or subcontractor has been paid for the work performed, as well as an affidavit by Developer that Developer has paid for all work and materials supplied for the construction of the water system improvements.
8. Developer shall have no right to sell water to purchasers of lots within the subdivision and understands and agrees that each property owner within the subdivision will sign an individual water service contract with NWSC, or its assigns, before water service will be provided to the property owner desiring service.
9. Any expansion of the subdivision beyond the boundaries as shown by the plat attached hereto as Exhibit "B" will require that the Developer enter into a new water supply and

development standards contract with NWSC, or its assigns, containing generally the same provisions as the instant contract.

10. NWSC reserves the right to designate the point at which Developer will have the right to tie into the NWSC water system.
11. In further consideration of NWSC's agreement to provide water to the boundary line of the subdivision, Developer warrants and covenants that:
 - (a) Developer has platted the land described in the plat attached hereto as Exhibit "B".
 - (b) The name of the subdivision is Michalk Acres.
 - (c) The entire land contained within the subdivision and for which Developer enters into this Water Supply and Development Contract is described on a subdivision plat attached hereto as Exhibit "B".
12. The land contained within the subdivision is held by the Lot 1 Owner, Lot 2 Owner and Lot 3 Owner under deeds recorded in the Deed Records of the Nueces County Clerk's office as follows: Lot 1 - Document #2024004637, Lot 2 – Document #2023034496 and Lot 3 – Document #2025001634 . Developer will indemnify and save NWSC harmless from any and all claims or demands whatsoever to which NWSC may be subjected by reason of any injury to any person or damage to any property resulting from or in any way connected with any and all actions and activities (or failure to act) of Developer under this Contract. Developer shall be solely responsible for obtaining any permits or easements for the use of land owned by others, if necessary for the construction and installation of the water system improvements within the subdivision. However, nothing in this Contract shall be construed as authorizing Developer to obligate NWSC in any

manner related to the installation and construction of any equipment, materials or water system improvements either within or without the subdivision except as provided in this Contract. Developer further hereby releases NWSC and agrees to hold it harmless from any and all claims that Developer has or may have against NWSC for any reason whatever resulting from this Contract to use water obtained from NWSC, and NWSC makes no representation as to the quality of such water, other than it shall be potable.

13. No assignment of this Contract in whole or in part for any purpose shall be made or granted by Developer or the Property Owners without the prior written consent of NWSC.
14. This Contract may be changed or modified only with the written consent of all parties. Such modification may be requested by any party, but shall not in any event be effective until approved by the Board of Directors of NWSC and all of the other parties.
15. This Contract shall be subject to all valid rules, regulations and laws applicable hereto, past, or in the future, promulgated by the United States of America, the State of Texas, and any other governing body or agency having lawful jurisdiction, or any authorized representative or agency of them.
16. If NWSC should be prevented, wholly or in part, from fulfilling its obligation to supply water to the boundary of the subdivision, by reason of any act of God, unavoidable accident, acts of enemy, strikes, fires, floods, conservation of water for those with superior and legal rights to such water, governmental restraint or regulation, or other causes of force majeure, or by reason of circumstances reasonable beyond its control, then the obligation of NWSC to deliver water hereunder, as hereinabove provided, shall be temporarily suspended during continuation of such force majeure. No damage shall be

recoverable by any party hereto from NWSC by reason of the temporary suspension of delivery of water due to any of the causes above mentioned. If NWSC's obligations shall be affected by any such causes, NWSC shall promptly notify the parties in writing, giving full particulars of such force majeure as soon as possible after the occurrence of the cause or causes relied upon.

17. It is agreed by the parties hereto that this Contract contains in writing all of the agreements between the parties hereto and nothing (except those things required by law) not incorporated herein or by reference shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in several counterparts, each a copy of which so executed shall be considered as an original by the respective duly authorized representatives, this the ____ day of August, 2025.

Morris Michalk
Morris Michalk, Developer

Harley E. Collier
Harley Collier, Lot 1 Owner

Manuel Cantu Tovar and Mayte Cantu
Lot 2 Owner

Richard Martinez, Lot 3 Owner

Tomas Gallegos and Raquel M. Gallegos
Tomas Gallegos and Raquel M. Gallegos
Gallegos Tract Owner

recoverable by any party hereto from NWSC by reason of the temporary suspension of delivery of water due to any of the causes above mentioned. If NWSC's obligations shall be affected by any such causes, NWSC shall promptly notify the parties in writing, giving full particulars of such force majeure as soon as possible after the occurrence of the cause or causes relied upon.

17. It is agreed by the parties hereto that this Contract contains in writing all of the agreements between the parties hereto and nothing (except those things required by law) not incorporated herein or by reference shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in several counterparts, each a copy of which so executed shall be considered as an original by the respective duly authorized representatives, this the ____ day of ~~August~~^{SEPT 4}, 2025.

Morris Michalk, Developer

Harley Collier, Lot 1 Owner

Manuel Cantu Tovar and Mayte Cantu
Manuel Cantu Tovar and Mayte Cantu
Lot 2 Owner

Richard Martinez, Lot 3 Owner

Tomas Gallegos and Raquel M. Gallegos
Gallegos Tract Owner

recoverable by any party hereto from NWSC by reason of the temporary suspension of delivery of water due to any of the causes above mentioned. If NWSC's obligations shall be affected by any such causes, NWSC shall promptly notify the parties in writing, giving full particulars of such force majeure as soon as possible after the occurrence of the cause or causes relied upon.

17. It is agreed by the parties hereto that this Contract contains in writing all of the agreements between the parties hereto and nothing (except those things required by law) not incorporated herein or by reference shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in several counterparts, each a copy of which so executed shall be considered as an original by the respective duly authorized representatives, this the ____ day of September, 2025.

Morris Michalk, Developer

Harley Collier, Lot 1 Owner

Manuel Cantu Tovar and Mayte Cantu
Lot 2 Owner



Richard Martinez, Lot 3 Owner

Tomas Gallegos and Raquel M. Gallegos
Gallegos Tract Owner

NUECES WATER SUPPLY CORPORATION

By: _____

Title: _____

3\\NWSC\\Michalk-Water Supply & Dev Contract BF Redline 081105
081125

ATTACHMENT 4

Resolution 25-04

NUECES WATER SUPPLY CORPORATION

Resolution 25-04

RESOLUTION AUTHORIZING THE NUECES WATER SUPPLY CORPORATION PRESIDENT TO ENTER INTO A WATER SUPPLY AND DEVELOPMENT CONTRACT WITH MORRIS MICHALK, DEVELOPER, HARLEY COLLIER (LOT 1 OWNER), MANUEL CANTU TOVAR AND MAYTE CANTU (LOT 2 OWNER), RICHARD MARTINEZ (LOT 3 OWNER), AND TOMAS GALLEGOS AND RAQUEL M. GALLGOS (GALLEGOS TRACT OWNER), LOT OWNERS, FOR MICHALK ACRES SUBDIVISION.

WHEREAS, Morris Michalk, Developer, and Lot Owners have approached the Corporation requesting that water service be provided to the Michalk Acres subdivision, and

WHEREAS, Morris Michalk, Developer, and Lot Owners have paid the pro rata share of the improvements for pump station and waterline capacities, and

WHEREAS, it is in the Corporation's best interest to enter into this Developer Contract with Morris Michalk and Lot Owners.

NOW, THEREFORE, BE IT RESOLVED that the Nueces Water Supply Corporation hereby authorizes the Board President to execute a Water Supply and Development Contract with Morris Michalk, Developer, and Lot Owners for the Michalk Acres subdivision on behalf of the Corporation.

Duly adopted this 10th day of September, 2025.

SHERRY ZIMMERMAN, PRESIDENT

ATTEST:

KATHLEEN LOWMAN, SECRETARY/TREASURER

ATTACHMENT 5

Resolution 25-05



*** Required Fields**

WHEREAS,

| 7 | 7 | 8 | 9 | 5 |

Location Number*

WHEREAS, the Texas Local Government Investment Pool ("**TexPool / Texpool Prime**"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

EXECUTIVE DIRECTOR

Name

Title

| 3 | 6 | 1 | 5 | 9 | 2 | 9 | 3 | 2 | 3 |

[illegible]

UMAREZ@STWA.ORG

Phone

Fax

Email

Signature

ASSISTANT EXECUTIVE DIRECTOR

Name _____

Title

| 3 | 6 | 1 | 5 | 9 | 2 | 9 | 3 | 2 | 3

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

ASSISTANT EXECUTIVE DIRECTOR

Phone

Fax

Email

Signature

BUSINESS MANAGER

Name _____

Title

3 6 1 5 9 2 9 3 2 3

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

FVROSALES@STWA.ORG

Phone

Fax

Email

Signature _____

1. Resolution (continued)

4. AUGUST PATROELJ FINANCE MANAGER
Name Title
3 6 1 5 9 2 9 3 2 3 APATROELJ@STWA.ORG
Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 200.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

NUECES WATER SUPPLY CORPORATION

Participant Name*

77895

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. SHERRY ZIMMERMAN PRESIDENT

Name

Title

3616880323

Phone

Fax

SANNEZIMMERMAN@GMAIL.COM

Email

Signature

2. _____

Name

Title

Phone

Fax

Email

Signature

3. _____

Name

Title

Phone

Fax

Email

Signature

1. Resolution (continued)

4.

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Name	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Title	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Phone	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Fax	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Email
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Signature		

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name

Title

Phone

Fax

Email

- D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 20.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291

ATTACHMENT 6

Depository Agreement

**Nueces Water Supply
Agreement to Extend Depository Contract
2025-2027**

This agreement made and entered between Kleberg Bank, N.A. and Nueces Water Supply, will extend the current Depository Contract that has expired with all conditions remaining the same. Nueces Water Supply has chosen Kleberg Bank, N. A. for a period beginning June 1, 2025, with the date of this instrument expiring May 31, 2027.

Executed this agreement the _____ day of _____, _____

Attest:

Kleberg Bank, N.A.



Brad Womack
President

Attest:

Nueces Water Supply

ATTACHMENT 7

STWA Fees and Charges

Memorandum

To: Nueces Water Supply Corporation Board of Directors

From: John Marez, General Manager

Date: September 5, 2025

Background:

Enclosed are documents related to the STWA FY 25 and FY 26 Budgets. In particular, the Special Services Budget. The Special Service Budget details revenues and expenses of the turn-key management services of the Nueces and Ricardo Water Supply Corporations. Also, enclosed is a schedule of the current and proposed FY 2026 General and Administrative Fees. In addition, a schedule of the current and proposed fees for Taps and Repairs. The proposed charges to the NWSC were reviewed by the STWA Board during the September 9, 2025 meeting which are similar to the RWSC with the exception of the following.

Recurring Service	NWSC	RWSC	Reason for Difference
Meter Reading	\$3.50	\$3.00	Greater Travel Distance

Analysis:

The most recent analysis indicates in FY 2025 and Previous FYs since the last analysis done in FY 19 that STWA did not recoup the anticipated revenues to cover actual expenses. As such, staff has proposed to adjust fees accordingly. Fee adjustments are necessary to stay in line or track with the cost of providing the services and the amount of time staff is devoting to the Corporations. Below are the (3) Table comparisons with the Current rates and the proposed rates.

TABLE 1

RECURRING SERVICES	FY 2018	FY 2019	RECOMMENDED FY 26
General Maintenance	\$5.35	\$6.25	\$7.00
Read Meters	\$1.65	\$1.95	\$3.50
Sample Collections	\$35.00	\$40.00	\$60.00
Disconnect Cards	\$1.00	\$1.10	\$2.00
Monthly Water Statements	\$1.50	\$2.00	\$3.00
Meter Removal Letters	\$1.75	\$1.75	\$3.00
Annual Meeting Notices	\$4.50	\$5.00	\$7.00
Consumer Confidence Report	\$500.00	\$500.00	\$750.00
Administration	\$5.25	\$6.00	\$8.00
Postage & copying	\$.10	\$.10	\$.10
Special Mail Outs	\$.50	\$.60	\$1.25
Developer Analysis	\$200.00	\$200.00	\$300.00

TABLE 2

TAPS/REPAIRS RECOUPED FROM CUSTOMER	FY 2018	FY 2019	RECOMMENDED FY 26
Tap Installation	\$250.00	\$260.00	\$325.00
Meter Installation	\$110.00	\$110.00	\$150.00
Meter Register Only	\$35.00	\$45.00	\$65.00
Meter Box Installation (each)	\$50.00	\$60.00	\$75.00
Meter Box Lid Only (each)	\$25.00	\$35.00	\$50.00
Valve Installation with tap, extension (2in-3in) each	\$300.00	\$300.00	\$375.00
Valve Installation with tap, extension (4in-10in) each	\$400.00	\$400.00	\$500.00
Customer Service Inspection 1 st /Repeat	\$75.00/\$50.00	\$75.00/\$50.00	\$100.00/\$75.00
Road Bore – 3" or less	\$24.00/lf	\$30.00/lf	\$40.00/lf
Road Bore – greater than 3"	\$28.00/lf	\$32.00/lf	\$45.00/lf
Long Service Connections	\$2.00/ lf	\$2.25/lf	\$2.50/lf
Line Extensions – 2" or less	\$2.55/ lf	\$2.55/lf	\$3.20/lf
Line Extensions – 2.5" line	\$2.70/ lf	\$2.70/lf	\$3.40/lf
Line Extension – 3" line	\$2.95/ lf	\$2.95/lf	\$3.70/lf
Line Extension – 4" line or greater (1 st 100 ft)	\$5.45/ lf	\$5.45/lf	\$6.30/lf
Line Extension – 4" line or greater (101 ft & up)	\$5.00/ lf	\$5.00/lf	\$5.80/lf
Meter Unlock (Regular Hours)	\$60.00	\$60.00	\$90.00
Meter Unlock (After Hours)	\$90.00	\$90.00	\$120.00
Meter Removal	\$60.00	\$60.00	\$90.00
Customer Call Out (Regular Hours)	\$35.00	\$35.00	\$45.00
Meter Testing	\$25.00	\$25.00	\$35.00

TABLE 3

TAPS/REPAIRS – RECOUPED THROUGH CUSTOMER RATES	FY 2018	FY 2019	RECOMMENDED FY 26
Line Repairs/per hour – up to 4" line (Regular Hours)	\$180.00	\$200.00	\$250.00
Line Repairs/per hour – up to 4" line (Overtime Hours)	\$270.00	\$300.00	\$375.00
Line Repairs/per hour – Over 4" line (Regular Hours)	\$250.00	\$270.00	\$340.00
Line Repairs/per hour – Over 4" line (Overtime Hours)	\$375.00	\$405.00	\$500.00
Repair Call Out w/o Equipment & Bee Control	\$50.00	\$60.00	\$85.00
After Hours Call Out (1 hr. Min)	\$75.00	\$85.00	\$115.00
Weekend Residuals	\$60.00	\$70.00	\$100.00

Staff Recommendation:

Staff estimates that these recommended fees/rates reflect a true and accurate assessment of the current deficit situation that STWA has been incurring since 2019. These new rates and fees should generate the loss projected in the Special Service Fund this FY 25 which is calculated to be approximately \$200,000 (loss). Staff examined salaries, benefits, vehicle/equipment repairs, new vehicles/equipment purchases and staff time allocations to arrive at the most accurate estimate for such recommended figures.

Board Action:

Provide Feedback to staff and the STWA Board.

Recommended Nueces Fee Schedule

	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2026</u>
General Maintenance	\$5.35	\$6.25	\$7.00
Read Meters	\$1.65	\$1.95	\$3.50
Sample Collections	\$35.00	\$40.00	\$60.00
Disconnect cards	\$1.00	\$1.10	\$2.00
Monthly water statements	\$1.50	\$2.00	\$3.00
Meter Removal Letters	\$1.75	\$1.75	\$3.00
Annual meeting notices	\$4.50	\$5.00	\$7.00
Consumer Confidence Report	\$500.00	\$500.00	\$750.00
Administration	\$5.25	\$6.00	\$8.00
Postage & Copying	\$0.10	\$0.10	\$0.10
Special Mailouts	\$0.50	\$0.60	\$1.25
Developer Analysis	\$200.00	\$200.00	\$300.00
	<u><u>\$756.60</u></u>	<u><u>\$764.75</u></u>	<u><u>\$1,144.85</u></u>

Fee Schedule

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2026</u>
Tap Installation	\$250.00	\$260.00	\$325.00
Meter Installation (Permanent & Temporary)	\$100.00	\$110.00	\$150.00
Meter Register Only	\$35.00	\$45.00	\$65.00
Meter Box Installation (EACH)	\$50.00	\$60.00	\$75.00
Meter Box Lid Only (EACH)	\$25.00	\$35.00	\$50.00
Valve Installation with tap and extensions (2in. - 3in) (EACH)	\$300.00	\$300.00	\$375.00
Valve Installation with tap and extensions (4in. - 10in) (EACH)	\$400.00	\$400.00	\$500.00
Customer Service Inspection 1st Attempt	\$75.00	\$75.00	\$100.00
Customer Service Inspection (subsequent Attempts)	\$50.00	\$50.00	\$75.00
Road Bore - 3" line or less	\$24.00	\$30.00	\$40.00
Road Bore - 3" line or more	\$28.00	\$32.00	\$45.00
Long Service Connections	\$2.00	\$2.25	\$2.50
Line Extensions 2" line or less	\$2.55	\$2.55	\$3.20
Line Extensions 2.5" line	\$2.70	\$2.70	\$3.40
Line Extensions 3" line	2.95	\$2.95	\$3.70
Line Extensions 4" line or greater (1st 100 ft.)	\$5.45	\$5.45	\$6.30
Line Extensions 4" line or greater (101 ft & up)	\$5.00	\$5.00	\$5.80
Meter Unlocked (regular hours)	\$60.00	\$60.00	\$90.00
Meter Unlocked (after hours)	\$90.00	\$90.00	\$120.00
Meter removal fee	\$60.00	\$60.00	\$90.00
Customer call outs (regular hours) "1 hour min"	\$35.00	\$35.00	\$45.00
Meter Testing (residential)	\$25.00	\$25.00	\$35.00
Line Repair (per hour charge) = "crew + equipment" - up to 4" line REGULAR	\$180.00	\$200.00	\$250.00
Line Repair (per hour charge) = "crew + equipment" - up to 4" line OVERTIME	\$270.00	\$300.00	\$375.00
Line Repair (per hour charge) = "crew + equipment" - Over 4" line REGULAR	\$250.00	\$270.00	\$340.00
Line Repair (per hour charge) = "crew + equipment" - over 4" line OVERTIME	\$375.00	\$405.00	\$500.00
Repair Call Out (w/o excavation equip) includes bee control (PER MAN HOUR)	\$50.00	\$60.00	\$85.00
After hour call outs (1 hr min) (PER MAN HOUR)	\$75.00	\$85.00	\$115.00
Weekend Residuals Checks/ P.S. Repairs (PER MAN HOUR)	\$60.00	\$70.00	\$100.00
	<u>\$2,887.65</u>	<u>\$3,077.90</u>	<u>\$3,969.90</u>