



THE FOLLOWING MEMBERS WERE PRESENT:

Vern L. Lyssy
County Judge

John Martinez, Commissioner, Precinct 1

Ronald Best, Commissioner, Precinct 2

Joel Behrens, Commissioner, Precinct 3

Gary Reese, Commissioner, Precinct 4

MEETING MINUTES

The Commissioners Court of Calhoun County, Texas will meet on Wednesday, June 10, 2026 at 10:00 AM in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas 77979.

AGENDA

1. Call Meeting to Order.

Meeting was called to order by Judge Vern Lyssy at 10:00am

2. Invocation.

Commissioner Ronald Best

3. Pledge of Allegiance.

US Flag: Commissioner Reese

Texas Flag: Commissioner Behrens

4. Discussion of Public Matters and Public Participation.

Larry Nichols with the Historical Commission thanked Commissioner Martinez and crew for getting the Camel and other Marker back up after strong winds. He also invited the community to the Motorcade they will be hosting on July 4th. It is free to the public and motor vehicles are permitted to participate.

Judge Lyssy announced there would be no court next week.

5. Approve Commissioner Court Minutes.
 - a. June 3, 2026 Workshop Meeting Minutes
 - b. June 3, 2026 Meeting Minutes

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

6. Accept Reports from the following County Offices.
 - a. District Clerk - May, 2026
 - b. Floodplain - May, 2026
 - c. Justice of the Peace Pct 1 - May, 2026
 - d. Justice of the Peace Pct 2 - May, 2026
 - e. Justice of the Peace Pct 3 - May, 2026
 - f. Sheriff's Department - May, 2026

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 4 Gary Reese
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

7. Consider and take necessary action on budget adjustments.

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

8. Approval of Bills and Payroll.

a. MMC Bills:

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 4 Gary Reese
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

b. County Bills/Payroll:

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 4 Gary Reese
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

9. Hear the Memorial Medical Center Monthly Report given by Erin Clevenger.

Erin Clevnger gave the report for April 2026.

10. Consider approval of Resolution No. R-4-2026 in support of a name change from the Victoria VA Clinic to the Roy A. Benavidez VA Clinic and take appropriate action. (VLL)

Judge Lyssy read the Resolution.

Judge Beeler expressed gratitude to the ones who stood up for our Country.

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 1 John Martinez
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

11. Consider and take necessary action on Texas General Land Office Coastal Lease No. CL20040007 and authorize the County Judge to sign documents. (GDR)

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

12. Consider and take necessary action to authorize Commissioner Reese to sign the Application for Water and Sewer and the Customer Service Agreement with Port O'Connor Improvement District for the new restroom facility at King Fisher Beach Park. (GDR)

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 1 John Martinez
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

13. Consider and take necessary action on approval of the following Southern Software Annual Software Support Agreements: (VLL)
- a. Mobile Data Information System (MDIS)
 - b. Records Management System (RMS)

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 3 Joel Behrens
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

14. Consider and take necessary action to accept refund of \$500.99 from VonDerAu Ford and have funds returned to Precinct 4 Road & Bridge line item 1000-570-73400-999. (GDR)

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 1 John Martinez
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

15. Consider and take necessary action to approve a rental agreement with Aggreko for a temporary chiller package setup at the Calhoun County Detention Center. (VLL)

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 1 John Martinez
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

16. Consider and take necessary action to approve the agreement with Energy Mechanical Service, Inc. (Tips COOP3 230104) for the purchase and installation of a new Carrier 30RC-1526S chiller in the Adult Detention Center. (VLL)

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 1 John Martinez
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

17. Consider and take necessary action to remove the attached list of fully depreciated items from the County Judge's Inventory. (VLL)

RESULT:	Approved
MOVER:	County Commissioner Pct 2 Ronald Best
SECONDER:	County Commissioner Pct 3 Joel Behrens
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

18. Consider and take necessary action to remove the attached list of fully depreciated items from the Commissioners' Court Inventory. (VLL)

RESULT:	Approved
MOVER:	County Commissioner Pct 4 Gary Reese
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None

19. Adjourn.

Adjouruned at 10:41am

RESULT:	Approved
MOVER:	County Commissioner Pct 3 Joel Behrens
SECONDER:	County Commissioner Pct 2 Ronald Best
AYES:	County Judge Lyssy, County Commissioner Pct 1 Martinez, County Commissioner Pct 2 Best, County Commissioner Pct 3 Behrens, County Commissioner Pct 4 Reese
NAYS:	None



TEXAS GENERAL LAND OFFICE

COASTAL LEASE NO. CL20040007

By virtue of the authority granted by [Chapter 33 of the Texas Natural Resources Code](#), Title 31 of the Texas Administrative Code, all amendments thereto, all other applicable statutes, and subject to all rules and regulations promulgated pursuant thereto, the State of Texas (the “Grantor”), acting by and through the Commissioner of the General Land Office (the “GLO”) as Chairwoman of the School Land Board (the “Board”) on behalf of the Permanent School Fund (the “PSF”), hereby grants to the grantee (the “Grantee”) named under the “Grantee Name” section of **Attachment A**, the Control Page, the right to use a tract of state-owned real property (the “Premises”), which property is described in the “Premises” section of **Attachment A** and further depicted in **Attachment B**, for the purposes described in this agreement (the “Agreement”).

ARTICLE I: INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Agreement as a whole and not to any particular provision, section, Attachment, or schedule, unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Agreement, (i) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Agreement; and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement;
- (e) All attachments within this Agreement, including those referenced by incorporation, and any amendments are considered part of the terms of this Agreement;
- (f) This Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Grantor or by the Grantor by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Grantor shall not be unreasonably withheld or delayed;
- (h) All due dates and/or deadlines referenced in this Agreement that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (i) All time periods in this Agreement shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (j) Time is of the essence in this Agreement.

ARTICLE II: GRANTING CLAUSE

2.01 GRANTING CLAUSE: IN CONSIDERATION OF THE PAYMENTS STATED IN ARTICLE IV OF THIS AGREEMENT AND OTHER CONSIDERATION STATED THEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND ACCORDING TO THE COVENANTS AND COMMITMENTS HEREIN AGREED TO BE KEPT AND PERFORMED BY THE GRANTEE, THE GRANTOR GRANTS TO THE GRANTEE THE RIGHT TO USE THE PREMISES FOR THE PURPOSES AND UNDER THE CONDITIONS AND OBLIGATIONS DESCRIBED IN THE FOLLOWING SECTION OF THIS AGREEMENT.

2.02 SCOPE OF GRANTING CLAUSE: THE GRANTEE'S USE OF THE PREMISES IS SUBJECT TO COMPLIANCE WITH THE FOLLOWING COVENANTS, OBLIGATIONS, AND CONDITIONS:

- (a) Use: The Premises may be used by the Grantee solely for those uses specified under the "Use(s) of Premises" section of **Attachment A** and for no other purpose. Except as otherwise provided in this Agreement, the Premises are to remain in their current topographical and hydrologic condition during the term of the Agreement. The Grantee is specifically prohibited from modifying the Premises in any manner not authorized in this Agreement and from using, or allowing the use by others, of the Premises for any other purpose.
- (b) Trash: The Grantee shall be responsible for the removal and disposal of all trash at the Premises, whether or not such trash is generated by the Grantee or its guests and invitees.
- (c) Improvements:
- (i) The Grantee's right to use the Premises is exclusive as to those alterations, additions, and/or improvements located, or to be located, on the Premises (collectively the "Improvements"), as more specifically described under the "Use(s) of Premises" section of **Attachment A** and further depicted on **Attachment B**, and non-exclusive as to the remainder. The location of the Improvements shall become fixed as specified under **Attachment B** and shall not be changed except by a written amendment to this Agreement. Improvements existing prior to the execution of this Agreement are and shall remain the property of the Grantor;
 - (ii) Except as otherwise allowed in this Agreement, no construction, land modifications or excavation, or permanent property improvements may be allowed or undertaken without the Grantor's prior express written consent. The Grantee may not maintain or allow any nuisances or public hazards on the Premises, and shall be under a duty to abate or remove any activity or property constituting or contributing to a hazard or nuisance. The Grantee may file a criminal complaint or institute civil proceedings to protect his right of possession and leasehold interest in the Premises against trespass or other infringement of the Grantee's rights by third parties. The Grantee is specifically prohibited from using or allowing the use by others of the Premises for any purpose not stated herein, including, but not limited to, mining, hauling, or otherwise removing rock, sand, gravel, aggregate, or other such materials, without the Grantor's prior express written approval;
 - (iii) Prior to undertaking construction or installation of Improvements on the Premises, the Grantee shall provide written notice of the terms of this Agreement to each person or entity authorized by the Grantee to perform any such activity on its behalf. If a dispute arises concerning construction or installation of the Improvements, the Grantee shall provide the Grantor with a copy of all applicable notices within ten (10) days of the Grantor's written request;
 - (iv) The Grantee, in its sole cost and expense, shall make, and be solely responsible for, any repairs, maintenance, or replacements to the Improvements that the Grantor considers necessary or as required by this Agreement. If the Grantee fails or refuses to honor such a request, or in case of an emergency, the Grantor may make such repairs, maintenance, renewals, or replacements. **THE GRANTEE WAIVES ANY CLAIM FOR DAMAGE CAUSED THEREBY AND IS LIABLE TO THE GRANTOR FOR ANY COSTS INCURRED;**
 - (v) Prior to expiration of this Agreement or upon notice of termination, the Grantee shall remove all of the Improvements, remove any resulting debris, and pay Grantor all monies due. The grantee shall take whatever measures are necessary to restore the area involved as nearly as practicable to the same condition that existed prior to placement of any Improvements. If the Grantee fails to comply with this provision, the Grantor shall have the right to perform the work, in which event the Grantee shall be liable to the Grantor for all cost, loss, and damage incurred by the Grantor;
 - (vi) Notwithstanding the preceding, pursuant to Title 31 of the Texas Administrative Code, the Grantor may waive the removal/restoration requirements in this Section if, in the Grantor's sole opinion and discretion, such waiver is in the best interest of the State. Any such waiver shall be in writing and may be conditioned upon factors including the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing improvement(s), and other factors considered to be in the best interest of the State; and
 - (vii) Grantee shall insure that all Improvements constructed, placed, or operated by it on the Premises are visible to operators of marine craft at all times. Grantee shall further take any and all steps necessary to insure that Improvements constructed, placed, or operated by it on the Premises do not constitute a hazard to operators of marine craft. Grantee may not restrict or prevent other persons from access to navigating open, navigable waters.

- (d) Adjacent Property:
- (i) The Premises are located adjacent to property that is owned by the Grantee or in which the Grantee has a possessory interest (the "Adjacent Property") and is further described under the "Adjacent Property" section of **Attachment A**; and
 - (ii) If the Grantee is divested of its interest in the Adjacent Property, the Grantor may terminate this Agreement upon ten (10) days written notice to the Grantee.
- (e) Special Conditions: The Grantee shall adhere to the special conditions, if any, listed under the "Special Conditions" section of **Attachment A**.

2.03 AS IS: THE GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS," IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION OF THE GRANTOR WITH RESPECT TO THE CONDITION OF THE PREMISES, BUT IS RELYING ON THE GRANTEE'S OWN INSPECTION OF THE PREMISES. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER EXPRESS OR IMPLIED WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS AGREEMENT IS FREE OF LIENS, ENCUMBRANCES, AND/OR PRIOR RIGHTS. THE GRANTEE IS PUT ON NOTICE THAT OTHER GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD, AND THE GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GLO AND RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

2.04 RESERVATIONS: THE GRANTOR RESERVES THE FULL USE OF THE PREMISES AND ALL RIGHTS WITH RESPECT TO ITS SURFACE AND SUBSURFACE FOR ANY AND ALL PURPOSES EXCEPT FOR THOSE GRANTED TO THE GRANTEE. THE AFOREMENTIONED RESERVED FULL USE OF THE PREMISES BY THE GRANTOR INCLUDES THE RIGHT OF INGRESS, EGRESS, AND USE OF THE PREMISES BY THE GRANTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND OTHER AUTHORIZED USERS FOR ANY AUTHORIZED PURPOSE.

2.05 RIGHT OF ENTRY

- (a) In any circumstances where the Grantor is granted a right of entry on the Premises during the term of the Agreement, no such entry shall constitute an eviction or disturbance of the Grantee's use and possession of the Premises, a breach by the Grantor of any of its obligations hereunder, render the Grantor liable for damages for loss of business or otherwise, entitle the Grantee to be relieved from any of its obligations hereunder, grant the Grantee any right of off-set or recoupment, or other remedy.
- (b) In exercising any right of entry, the Grantor agrees to exercise its right of entry only at reasonable times (except in an emergency) for purposes of inspection, repair, and as necessary to protect the State's interests, and the Grantor agrees not to unreasonably interfere with the Grantee's authorized use of the Premises. The Grantee shall provide the Grantor with keys or combinations to all locks that may limit access to the Premises.
- (c) Further, the Grantee authorizes the State, its officers, agents, representatives, and employees to access the Premises over and across Grantee's Adjacent Property. Grantor agrees to use the Adjacent Property only to the extent and for the length of time necessary to provide access to and from the Premises. The foregoing authorization creates a license only, and does not create an easement over the Adjacent Property.
- (d) Grantee acknowledges that Grantor's right of ingress and egress shall remain in effect as long as any improvements placed on the Premises by Grantee remain on the Premises and/or as necessary for Grantor to confirm the removal (in whole or in part) of those improvements.
- (e) Any aforementioned right of entry shall survive the termination of this Contract.

2.06 DAMAGE OR DESTRUCTION OF PREMISES AND/OR IMPROVEMENTS: NO DAMAGE TO THE PREMISES, OR DAMAGE TO OR DESTRUCTION OF ANY IMPROVEMENTS, SHALL IN ANY WAY ALTER, AFFECT, OR MODIFY THE GRANTEE'S OBLIGATIONS UNDER THIS AGREEMENT. IN THE EVENT ANY SUCH DAMAGE OR DESTRUCTION EXCEEDS THE COST LISTED UNDER THE "COST OF DAMAGE" SECTION OF ATTACHMENT A PER EVENT TO REPAIR, THE GRANTEE SHALL GIVE WRITTEN NOTICE TO GRANTOR WITHIN SEVEN (7) CALENDAR DAYS OF THE DAMAGE OR DESTRUCTION, INCLUDING A DESCRIPTION OF THE DAMAGE OR DESTRUCTION AND, AS FAR AS KNOWN TO THE GRANTEE, THE CAUSE OF THE DAMAGE OR DESTRUCTION. THE GRANTEE SHALL IMMEDIATELY REMOVE ALL DEBRIS

RESULTING FROM SUCH DAMAGE OR DESTRUCTION AND TAKE SUCH ACTION AS IS NECESSARY TO PLACE THE PREMISES IN A NEAT, SAFE CONDITION. WITHIN 90 DAYS OF THE EVENT CAUSING THE DAMAGE OR DESTRUCTION, THE GRANTEE MUST EITHER REPAIR OR REPLACE THE IMPROVEMENTS, IF PERMITTED BY LAW, OR RETURN THE PREMISES TO THEIR NATURAL CONDITION. THE GRANTOR MAY MAKE REPAIRS OR REPLACEMENTS PURSUANT TO THIS SECTION, WHEREUPON THE GRANTEE SHALL BE LIABLE TO PAY THE GRANTOR, UPON DEMAND, THE COST AND EXPENSE INCURRED IN ACCOMPLISHING SUCH ACTION. ANY FAILURE BY THE GRANTEE TO MAKE SUCH PAYMENT TO THE GRANTOR MAY BE TREATED BY THE GRANTOR AS AN EVENT OF DEFAULT.

ARTICLE III: TERM

The effective date and termination date of this Agreement are specified under the “Effective and Termination Dates” section of **Attachment A**, unless renewed or earlier terminated as provided herein. Unless otherwise specified herein, renewal of this Agreement is at the sole discretion of the Grantor.

ARTICLE IV: CONSIDERATION

THE GRANTEE SHALL PAY, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, THE PAYMENT(S) AND/OR FEE(S) LISTED UNDER THE “PAYMENT(S) AND/OR FEE(S)” SECTION OF **ATTACHMENT A** ON OR BEFORE THE DUE DATE.

ARTICLE V: EVENTS OF DEFAULT

5.01 EVENTS OF DEFAULT: WITH RESPECT TO THE GRANTEE, IT SHALL BE AN EVENT OF DEFAULT HEREUNDER (“EVENT OF DEFAULT”) IF:

- (a) the Grantee fails or refuses to timely pay Consideration or any other payments required by this Agreement after it becomes due;
- (b) the Grantee fails or refuses to comply, timely perform, or observe any of the covenants, duties, obligations, and/or conditions under this Agreement;
- (c) the Grantee abandons or vacates the Improvements, the Premises, or any significant portion thereof;
- (d) there is an entry of a court order requiring the dissolution, winding up, or termination of the Grantee’s business affairs; or
- (e) the Grantee fails to materially comply with rules and regulations in the Texas Administrative Code, the Texas Natural Resources Code, or any other rules or regulations promulgated by any state or federal governmental entity with proper jurisdiction over any of the uses permitted under this Agreement, unless such a failure to comply is redressed through an enforcement action by an applicable state agency with proper jurisdiction.

5.02 NOTICE AND CURE: There shall be no consequences for an Event of Default under this Agreement, unless the defaulting party receives written notice of the Event of Default and such Event of Default continues for a period of 30 days after the defaulting party receives the notice. A notice of Event of Default shall specify the event or events constituting the default. This 30 day period shall be extended if the act, event, or condition is one that by its nature or circumstances reasonably requires more than 30 days to cure; provided, however, the defaulting party shall promptly and in good faith initiate and diligently pursue measures that are expected to cure or eliminate the Event of Default in a reasonable period of time. If either party fails to cure an Event of Default, the non-defaulting party shall be entitled to terminate this Agreement by written notice. This notice and cure provision does not apply to an Event of Default under provision 5.01(a) or any emergency situations that affect public health or safety.

5.03 CUMULATIVE RIGHTS AND REMEDIES; NO WAIVER: IF AN EVENT OF DEFAULT OCCURS AND THE GRANTEE FAILS TO CURE WITHIN THE PERIOD PROVIDED ABOVE, THE GRANTOR MAY, AT ITS OPTION, DO ANY ONE OR MORE OF THE FOLLOWING:

- (a) terminate this Agreement by sending written notice of such termination, in which event the Grantee shall immediately surrender possession of the Premises to the Grantor (such termination shall not prejudice the rights of the Grantor for any claim of payments due);

- (b) enter upon and take possession of the Premises and expel or remove the Grantee and any other occupant, with or without having terminated the Agreement; or
- (c) alter locks and other security devices, if any, at the Premises.

The failure of either the Grantee or the Grantor to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any other right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the Grantee or the Grantor may be exercised from time-to-time and as often as may be deemed expedient by the Grantee or the Grantor, as the case may be. In an Event of Default, the Grantor shall have the option, but not the obligation, to mitigate its damages.

ARTICLE VI: GENERAL TERMS, CONDITIONS, AND EXCEPTIONS

6.01 ASSIGNMENT: THE GRANTEE SHALL NOT ASSIGN OR OTHERWISE DISPOSE OF AN INTEREST IN THIS AGREEMENT OR THE PREMISES WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE GRANTOR; AND ANY ATTEMPT TO ASSIGN OR OTHERWISE DISPOSE WITHOUT CONSENT SHALL BE VOID AND OF NO EFFECT. THIS PROHIBITION AGAINST ASSIGNING OR DISPOSITION SHALL BE CONSTRUED TO INCLUDE A PROHIBITION AGAINST ANY ASSIGNMENT OR DISPOSITION BY OPERATION OF LAW. IF THIS AGREEMENT IS ASSIGNED, OR IF AN INTEREST IN THIS AGREEMENT OR THE PREMISES IS DISPOSED OF, THE GRANTOR MAY NEVERTHELESS COLLECT CONSIDERATION FROM THE ASSIGNEE AND APPLY THE NET AMOUNT COLLECTED TO THE CONSIDERATION PAYABLE HEREUNDER. NO SUCH TRANSACTION OR COLLECTION OF CONSIDERATION SHALL RELEASE THE GRANTEE FROM THE FURTHER PERFORMANCE OF ITS COVENANTS, DUTIES, AND OBLIGATIONS.

6.02 INDEMNITY: EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE GRANTOR, THE GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE GRANTOR AND THE GRANTOR'S OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- THIS AGREEMENT;
- THE USE OR OCCUPANCY OF THE PREMISES;
- ANY NEGLIGENCE, ACT, OMISSION, NEGLECT, OR MISCONDUCT OCCURRING IN, ON, OR ABOUT THE PREMISES; OR
- ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

THE GRANTEE ASSUMES RESPONSIBILITY FOR THE CONDITION OF THE PREMISES. THE GRANTEE EXPRESSLY AGREES TO USE AND OCCUPY THE PREMISES AND PLACE ANY IMPROVEMENTS ON THE PREMISES AT ITS OWN RISK. THE GRANTEE SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE GRANTOR.

6.03 PROTECTION OF NATURAL AND HISTORICAL RESOURCES

(a) Unauthorized Discharge: The Grantee shall use the highest degree of care and all appropriate safeguards to prevent pollution of air, ground, or water in, on, or about the Premises through an unauthorized discharge, and to protect and preserve natural resources and wildlife habitat. In the event of such discharge or damage to natural resources in, on, or about the Premises that is the result of an act or omission of the Grantee, its officers, employees, agents, representatives, contractors, and/or invitees, the Grantee shall immediately notify appropriate agencies of the State of Texas and the Grantor and undertake all required and appropriate action to remedy the same. The Grantee shall be liable for all damages to the Premises, public lands, and waters as a result of such act or omission and for mitigation of any such damages.

(b) Natural Historical Preservation Act and Antiquities Code of Texas: **THE GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 AND THE ANTIQUITIES CODE OF TEXAS. IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT, OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL, OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS AGREEMENT, THE GRANTEE SHALL IMMEDIATELY CEASE SUCH ACTIVITIES AND SHALL IMMEDIATELY NOTIFY THE GRANTOR AND THE TEXAS HISTORICAL COMMISSION, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.**

6.04 COMPLIANCE WITH OTHER LAWS; NUISANCE: THE GRANTEE, AT ITS OWN EXPENSE, WILL COMPLY WITH ALL FEDERAL, STATE, MUNICIPAL, AND OTHER LAWS, CODES, ORDINANCES, RULES, AND REGULATIONS APPLICABLE TO THE PREMISES; AND WILL INSTALL, REMOVE, AND ALTER SUCH EQUIPMENT AND FACILITIES IN, AND MAKE SUCH ALTERATIONS TO, THE PREMISES AS MAY BE NECESSARY TO COMPLY. THE GRANTEE WILL NOT MAKE ANY UNLAWFUL USE OF THE PREMISES OR PERMIT ANY UNLAWFUL USE THEREOF; AND WILL NOT COMMIT, OR PERMIT ANYONE ELSE TO COMMIT, ANY ACT THAT IS A NUISANCE OR ANNOYANCE TO THE GRANTOR OR ADJACENT PROPERTY OWNERS OR TENANTS, OR WHICH MIGHT, IN THE EXCLUSIVE JUDGMENT OF THE GRANTOR, DAMAGE THE GRANTOR'S GOODWILL OR REPUTATION, OR TEND TO INJURE OR DEPRECIATE THE VALUE OF THE PREMISES AND/OR ANY IMPROVEMENTS LOCATED THEREON. THE OBLIGATIONS OF THE GRANTEE UNDER THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

6.05 NOTICE

(a) The Grantee shall provide written notice to the Grantor of any change in the Grantee's name, address, corporate structure, legal status or any other information relevant to this Agreement. The Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within 30 days following such request.

(b) Any payments and required written notices under this Agreement shall be delivered by hand, facsimile, or United States Registered or Certified Mail, adequate postage prepaid, to the address(es) listed under the "Address(es) for Notification" section of **Attachment A**. A party may change its address by giving notice as provided above. No change of address shall be binding until notice of such change of address is given as required.

6.06 SEVERABILITY: IF ANY PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE UNENFORCEABLE BY A COURT OF LAW OR EQUITY, THIS AGREEMENT SHALL BE CONSTRUED AS IF SUCH PROVISION DID NOT EXIST AND THE NON-ENFORCEABILITY OF SUCH PROVISION SHALL NOT BE HELD TO RENDER ANY OTHER PROVISION OR PROVISIONS OF THIS AGREEMENT UNENFORCEABLE.

6.07 ENTIRE AGREEMENT: THIS AGREEMENT AND ITS ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES AND SUCH ARE INTENDED AS A COMPLETE AND EXCLUSIVE STATEMENT OF THE PROMISES, REPRESENTATIONS, NEGOTIATIONS, DISCUSSIONS, AND OTHER AGREEMENTS THAT MAY HAVE BEEN MADE IN CONNECTION WITH THE SUBJECT MATTER HEREOF. UNLESS AN ATTACHMENT TO THIS AGREEMENT SPECIFICALLY DISPLAYS A MUTUAL INTENT TO AMEND A PARTICULAR PART OF THIS AGREEMENT, GENERAL CONFLICTS IN LANGUAGE BETWEEN ANY SUCH ATTACHMENT AND THIS AGREEMENT SHALL BE CONSTRUED CONSISTENTLY WITH THE TERMS OF THIS AGREEMENT. UNLESS OTHERWISE EXPRESSLY AUTHORIZED BY THE TERMS OF THIS AGREEMENT, NO MODIFICATION, RENEWAL, EXTENSION, OR AMENDMENT TO THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES UNLESS THE SAME IS IN WRITING AND SIGNED BY THE RESPECTIVE PARTIES HERETO.

6.08 TAXES: THE GRANTEE SHALL, AS FURTHER CONSIDERATION FOR THIS AGREEMENT, PAY AND DISCHARGE ALL "TAXES" (AS HEREINAFTER DEFINED) PROPERLY ASSESSED IN ANY CALENDAR YEAR (OR PORTION THEREOF) DURING THE TERM OF THIS AGREEMENT. FOR THE PURPOSES OF THIS AGREEMENT, THE TERM "TAXES" MEANS ALL TAXES, ASSESSMENTS, IMPOSITIONS, LEVIES, CHARGES, EXCISES, FEES, LICENSES, AND OTHER SUMS (WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER FORESEEN OR UNFORESEEN, AND WHETHER UNDER THE PRESENT SYSTEM OF TAXATION OR SOME OTHER SYSTEM), THAT DURING THE TERM OF THIS AGREEMENT MAY BE LEVIED, ASSESSED, CHARGED, OR IMPOSED BY ANY GOVERNMENTAL AUTHORITY OR OTHER TAXING AUTHORITY OR ACCRUE ON THE PREMISES AND ANY IMPROVEMENTS OR OTHER PROPERTY THEREON, WHETHER BELONGING TO THE GRANTOR OR THE GRANTEE, OR TO WHICH EITHER OF THEM MAY BECOME LIABLE IN RELATION THERETO. THE TERM "TAXES" SHALL ALSO INCLUDE ALL PENALTIES, INTEREST, AND OTHER CHARGES PAYABLE BY REASON OF ANY DELAY OR

FAILURE OR REFUSAL OF THE GRANTEE TO MAKE TIMELY PAYMENTS AS REQUIRED PURSUANT TO THIS PROVISION. **THE GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR HARMLESS FROM LIABILITY FOR ANY AND ALL TAXES, TOGETHER WITH ANY INTEREST, PENALTIES, OR OTHER SUMS IMPOSED, AND FROM ANY SALE OR OTHER PROCEEDING TO ENFORCE PAYMENT THEREOF.**

6.09 ENCUMBRANCE OF INTEREST: THE GRANTEE MAY NOT MORTGAGE, HYPOTHECATE, ENCUMBER, OR GRANT ANY DEED OF TRUST OR SECURITY INTEREST THAT ENCUMBERS THE PREMISES. FURTHER, THE GRANTEE MAY NOT COLLATERALLY ASSIGN ANY RENT OR OTHER INCOME GENERATED FROM THE PREMISES. PRIOR TO EXPIRATION OR TERMINATION OF THIS AGREEMENT, THE GRANTEE WILL PROVIDE THE GRANTOR WITH DOCUMENTATION SUFFICIENT TO EVIDENCE THE GRANTOR'S OWNERSHIP OF THE IMPROVEMENTS NOT REQUIRED TO BE REMOVED PER ARTICLE II.

6.10 PROPER AUTHORITY: EACH PARTY HERETO REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT ON ITS BEHALF HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.

6.11 RELATIONSHIP OF THE PARTIES: NOTHING CONTAINED IN THIS CONTRACT SHALL BE DEEMED OR CONSTRUED TO CREATE A PARTNERSHIP OR JOINT VENTURE, TO CREATE RELATIONSHIPS OF AN EMPLOYER-EMPLOYEE OR PRINCIPAL-AGENT, OR TO OTHERWISE CREATE FOR THE GRANTOR ANY LIABILITY WHATSOEVER WITH RESPECT TO THE INDEBTEDNESS, LIABILITIES, AND OBLIGATIONS OF THE GRANTEE OR ANY OTHER PARTY.

6.12 GRANTEE'S WAIVER OF CERTAIN RIGHTS AND ASSERTIONS: THE GRANTEE WAIVES AND RELINQUISHES ALL RIGHTS THAT THE GRANTEE MIGHT HAVE TO CLAIM ANY NATURE OF LIEN AGAINST THE GRANTOR AND THE PREMISES, OR WITHHOLD OR DEDUCT FROM OR OFFSET AGAINST ANY CONSIDERATION OR OTHER SUMS PROVIDED HEREUNDER TO BE PAID TO THE GRANTOR BY THE GRANTEE. THE GRANTEE WAIVES AND RELINQUISHES ANY RIGHT, EITHER AS A CLAIM OR AS A DEFENSE, THAT THE GRANTOR IS BOUND TO PERFORM OR IS LIABLE FOR THE NONPERFORMANCE OF ANY IMPLIED COVENANT OR IMPLIED DUTY OF THE GRANTOR NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

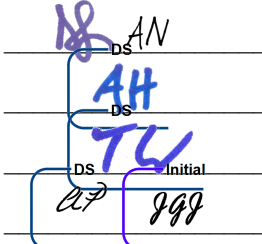
IN TESTIMONY WHEREOF, witness my hand and the Seal of Office.

GRANTOR: THE STATE OF TEXAS

Signature: _____ Date: _____
DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office
Chairwoman, School Land Board

APPROVED:

Contents: _____
Legal: _____
Deputy Director: _____
Executive: _____



The image shows handwritten signatures and initials in blue and purple ink over the signature lines. The signatures are: 'AN' (purple), 'AH' (blue), 'TL' (purple), and 'JP' (purple). There are also initials 'DS' (blue) and 'Initial' (purple) written next to the lines.

COASTAL LEASE: CL20040007

GRANTEE:
Calhoun County

By: _____
(Signature)

(Printed Name)

(Title)

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §
§

This instrument was acknowledged before me on the _____ day of _____ 20_____,
by _____ for Calhoun County.

Notary Stamp

(Notary Signature)

Notary Public, State of _____

My commission expires: _____

ATTACHMENT A: CONTROL PAGE
COASTAL LEASE CL20040007

GRANTEE'S NAME

Calhoun County

PREMISES

A portion of State Tract Number 132, 105, Hynes Bay, Calhoun County, Texas (the "Premises"). The Premises are further described and depicted on **Attachment B** attached hereto and incorporated herein by reference.

USE(S) OF PREMISES

Authorized Use(s) of the Premises: a public project consisting of an 8' x 216' walkway, a 5' x 10' fish cleaning area, and a 15' x 50' T-head, for a pier encumbrance of 2,528 square feet; two (2) areas of fill measuring 665 and 7,580 square feet encumbering 8,245 square feet; three bands of rock rubble riprap measuring 8' x 750', 8' x 180', and 8' x 420' encumbering 10,800 square feet; rock rubble breakwaters encumbering 26,136 square feet; a 304,920 square foot marsh creation area and an 8,712 square foot oyster reef creation area for a habitat creation encumbrance of 313,632 square feet; additionally, an 156,816 square foot dredged channel and basin and an 853,776 square foot dredged temporary access channel for a dredge encumbrance of 1,010,592 square feet; for a total project encumbrance of 1,371,933 square feet (31.5 acres).

ADJACENT PROPERTY

4.98 Acres and 4.60 Acres, Part of Tract 23, Maximo Campos Survey, Abstract 4, Calhoun County, Texas.

SPECIAL CONDITIONS

1. Grantee is specifically prohibited from using or permitting the use of the Premises for any commercial or illegal purpose. Provided the Grantor does not unreasonably interfere with Grantee's use of the Premises, the Grantor may use or permit the use of the Premises for any purpose consistent with Grantee's use of the Premises.
2. Grantee shall notify the General Land Office, Corpus Christi Field Office in writing at least sixty (60) days prior to undertaking any maintenance dredging activities occurring during the term of this contract.
3. All maintenance dredging activities are to be confined within the limits of the authorized excavation areas.
4. Depth of the dredged area authorized herein shall not exceed 6 feet below NAVD88. Over-dredging for advance maintenance is specifically prohibited.
5. Silt curtains are to be installed prior to beginning any dredging action, and shall be maintained around the perimeter throughout the duration of all dredging activity to minimize turbidity levels within adjacent waters.
6. Propwashing is considered a form of dredging and, as such, is specifically prohibited as a method of creating or maintaining areas of increased water depth.
7. All dredged material (spoil) authorized by this instrument shall be placed at the location and configuration as shown on Attachment B-2.
8. No permanent structure(s) shall be placed on filled state-owned land at the project site.
9. Any buildup of sediment resulting from the activities authorized by this contract will be property of the State of Texas, as determined by the GLO. Grantee waives any right to claim ownership of any land created by the project.
10. Grantee will obtain and maintain all permits, leases, or other authorizations necessary for construction, maintenance, or restoration of the Premises for the life of the project.
11. Upon completion of construction, Grantee shall ensure the appropriate GLO Field Office (Corpus Christi) receives verification that the Project was constructed as authorized in this lease. The Field Office, in coordination with CEPRA staff, may conduct an inspection of the completed Project and verify compliance with this lease. Grantee will participate in correction of any non-compliant features of the Project or seek to amend this lease.
12. Grantee shall perform required maintenance and restoration of the Project and shall submit annual reports to the appropriate Field Office verifying the Project is being maintained.

13. Grantee will maintain the project for 10 years as required by the School Land Board which has authorized the placement of the project on Permanent School Fund land under TEX. NAT. RES. CODE ANN. § 33.609. If the project (in whole or in part) remains in place at the end of this Lease term, a new Coastal Lease will be required for the project or any part thereof that remains.
14. Grantee will ensure that it has sufficient funds available to meet the match required in the TEX. NAT. RES. CODE ANN. §33.603(e) to pay for maintenance or repair of the project or restoration of the site. This requirement does not obligate the GLO to allocate funds for maintenance or repair of the project or restoration of the site in the future.
15. Grantee agrees to pay for maintenance or repair of the project throughout its duration or removal of any project remnants for restoration of the site.
16. Riprap breakwaters shall be constructed of suitable limestone rock or broken concrete material that is free of metal rebar.
17. Breakwaters shall be built of sufficient height above the substrate to be visible above the water surface at mean high tide. Permanent markers/pilings shall be installed to U.S. Coast Guard specifications.
18. Breakwaters shall be designed to allow for the ingress and egress of fish and for water circulation as shown in Attachment B.
19. Grantee shall notify the General Land Office, Corpus Christi Field Office in writing at least two (2) weeks prior to commencing dredging operations and within one (1) week following completion of the work.
20. Grantee shall not place any permanent structures or improvements anywhere on the Leased Premises.
21. Grantee is prohibited from selling, exchanging, or otherwise transferring credits for mitigation purposes related to its activities on the Leased Premises without the express consent and involvement of the State.

COST OF DAMAGE

One Thousand and No/100 Dollars (\$1,000) per event.

EFFECTIVE AND TERMINATION DATES

This Agreement is for a total period of ten (10) years, effective on February 1, 2025, and terminating on January 31, 2035.

PAYMENT(S) AND/OR FEE(S)

In consideration of the mutual covenants and conditions set forth herein and the public benefits to be derived therefrom, Grantor and Grantee acknowledge that no rental fees shall be assessed for the described use of the Premises while Grantee is not in default of the terms agreed upon herein.

ADDRESS(ES) FOR NOTIFICATION**Grantor's Contact Information**

Name: Texas General Land Office
Title: Director, Coastal Field Operations
Address: 1700 N. Congress Avenue
Address: Austin, Texas 78701-1495

Grantee's Contact Information

Name: Calhoun County
Address: PO Box 177
Address: Seadrift, TX 77983-0177

ATTACHMENT B:



HYNES BAY

Tide Level: +0.5' HWM
Water Visibility: 0'

Unvegetated
Submerged

7,580 Square Feet of Fill
including Wooden
Bulkhead

-2.5' HWM

-2.5' HWM

-4' HWM

Proposed Breakwater and
Marsh Creation Area
See Attachment B-2

665 Square Feet
of Fill including
Vinyl Bulkhead

8' x 420' Rock
Rubble Riprap

Existing
Marsh Area

Upland Elevation: 4' HWM
Upland Vegetation: Manicured Lawn

4.98 Acres and 4.60 Acres, Part
of Tract 23, Maximo Campos
Survey, Abstract 4, Calhoun
County, Texas

Swan Point Rd

8' x 180'
Rock Rubble
Riprap

Natural Shoreline
Approximate State Boundary
(HWM)

-2.5' HWM

8' x 750' Rock
Rubble Riprap

Unvegetated
Submerged

TITLE: CL20040007 / Calhoun County

COMPANY: Texas General Land Office

DRAWING SCALE: Not to scale

DATE OF INSPECTION: 10/07/2025

CREATOR: JZeplin

MODIFIED BY: EMueller

ATTACHMENT B-1



HYNES BAY

Tide: +0.5' HWM

Visibility: 0'

Drawings are a
representation
of general area.

Unvegetated
Submerged

State Tract
132

Maximum Dredge
Depth: -6' NAVD88

Proposed Dredged
Channel and Basin

★ -3' HWM

Proposed Breakwater
and Marsh Creation Area

GPS Coordinates

28.390038, -96.708775

Total Encumbrances

- 19.6 acres of Dredged Temporary Access Channel
- 3.6 acres of Dredged Channel and Basin
- 7.0 acres of Proposed Marsh Creation
- 0.6 acres of Proposed Rock Rubble Breakwaters
- 0.2 acres of Proposed Oyster Reef Habitat Creation Breakwaters

Bill Sanders Memorial Park

Swan Point Rd

Google Earth

TITLE: CL20040007 / Calhoun County

DATE OF INSPECTION: 10/07/2025

COMPANY: Texas General Land Office

CREATOR: EMueller

DRAWING SCALE: Not to scale

ATTACHMENT B-2



PORT O'CONNOR IMPROVEMENT DISTRICT APPLICATION FOR WATER & SEWER SERVICE

39 DENMAN DRIVE • P.O. BOX 375 • PORT O'CONNOR, TEXAS • 77982

(PH) 361-983-2652 • (FAX) 361-983-2235 • pocid@pocid.org

REQUESTED METER:

- ☒ 5/8 INCH
☐ 1 INCH
☐ OTHER (please specify)

Date to Begin Service: _____

SERVICE REQUESTED: ☒ Water ☒ Sewer

TYPE OF APPLICATION:

- ☐ Single Family Residence
☐ Multi Family Residence
☐ Commercial
☐ RV Park - Spots _____

☒ Other (please specify **GOV'T**)

DEPOSITS (REFUNDABLE AT DISCONNECT):

- ☐ \$200 Residential Deposit
☐ \$400 Renter Deposit
☐ \$25 Transfer Fee (Not Refundable)
☐ \$100 Connection Fee

Please Check: ☐ MALE ☐ FEMALE ☐ HISPANIC ☐ NON HISPANIC
☐ WHITE ☐ BLACK ☐ ASIAN ☐ NATIVE INDIAN ☐ PACIFIC ISLANDER ☒ OTHER

REQUIRED BY THE FEDERAL GOVERNMENT FOR DEMOGRAPHIC PURPOSES

Please attach a copy of your Photo ID:

Applicant's Name: CALHOUN COUNTY PRECINCT 4	Applicant is: ☒ Owner ☐ Tenant ☐ Other
Street Address for POC: PARK ST.	Property Owner's Name: CALHOUN COUNTY
Lot and Block Legal Description in POC:	Property Owner's Address: PARK ST.
Billing Address: CALHOUN COUNTY PCT. 4 P.O. BOX 177 SEADRIFT, TX 77983	Applicant's Cell No.: Applicant's Alternate No & Type:
CCAD Property ID:	Receive Bill: ☒ Mail ☐ Email ☐ Text ☐ Robocall Donate to the Fire Department: ☐ YES ☒ NO
Spouse's Name:	Other Contact Name & Relation: GARY REESE, COMMISSIONER PCT. 4
Spouse's Phone No:	Other Contact's Phone No: 361-785-3141
Email: gary.reese@calhouncotx.org april.townsend@calhouncotx.org	Do you have or are you going to install: ☒ N/A ☐ Septic ☐ Sprinkler System ☐ Water Well ☐ Pool/Hot Tub ☐ Outdoor Shower

06/10/2026

Customer Signature

Date

District Representative

Date

1

APPENDIX A

Builder _____

Plumber _____

Draw sketch of house/building layout and proposed location of water and sewer service line, the location of any well, swimming pool/hot tub, outdoor shower and yard drain

Sketch of Home/Building & Location of Water and Sewer Lines

If utilities are not currently present plot plans are required for residential property and engineered drawings for commercial property.

Please note all sewer lines must be inspected prior to tie in.

For District Use Only

Date of Application: _____

☐ Backflow Prevention Assembly Test

Date Deposit Received: _____

☐ Customer Service Inspection

Application/Permit Fee: _____

☐ Builder Inspection

Name of Inspector(s): _____

Name on Account: _____

Account Number: _____

Additional Considerations: _____

☐ swimming pool/hot tub

☐ outdoor shower

☐ yard drain

☐ well

☐ sprinkler system

PORT O'CONNOR IMPROVEMENT DISTRICT

CUSTOMER SERVICE AGREEMENT

DATE: June 10, 2026

ACCOUNT NO. _____

Customer Name: Calhoun County Pct. 4 Mailing Address: P.O. Box 177

Service Address: _____ Seadrift, TX

The above-named customer and Port O'Connor Improvement District (the "District") agree as follows:

1. Utility Service

The District will invoice Customer for utility services and any other amounts due on its normal billing cycle. Customer agrees to pay for services and amounts due no later than the due date stated on such invoices. Invoices are delinquent on the first business day after the 20th day of the month after the month in which the service period reflected in that invoice ended. Acceptance by the District of Customer payments under protest are not an acknowledgment by the District of, or a validation of, any contention or reservation of rights by Customer.

2. Basic Service Fee

With the exception of Commercial accounts as defined in Section 2.1 of the District's Rules and Regulations, all District accounts will be assessed a monthly Basic Service Fee in the amount of \$23.50 per month. This fee, along with all applicable monthly water and/or sewer charges, will commence upon placement of a meter and water and sewer taps and the creation of the customer account, whether or not the customer has started utilizing the service or not connected to the meter. This fee will apply if the customer is a water only or sewer only customer or receives both services from the District.

Customer Acknowledgment

3. Meters, Facilities and Equipment

The meter and/or sanitary sewer connection is for the sole use of Customer and is serves only a single service. Extension of pipe or pipes to transfer water or service from one property to another, to share, resell, or sub-meter water or service to any other persons, dwellings, business, and/or property, etc., is strictly prohibited, and will constitute a breach of this agreement as well as a violation of applicable District Rules and Regulations (the "Regulations"). The District shall have the right to locate a water service meter and other facilities necessary or desirable for the delivery, measurement, treatment, collection, monitoring or protection of the services to be provided hereunder (the "Facilities") on Customer's property at a point chosen by the District, and shall have access to the Facilities located upon Customer's premises at all reasonable times for any purpose connected with or in the furtherance of its operations; upon discontinuance of service the District shall have the right to remove the same or any part thereof from Customer's property.

4. Emergency Supply

If, for any reason, the total water supply is insufficient to meet all of the needs of customers of the District, or if there is a shortage of water for any reason, the District may initiate an emergency rationing program as adopted by the District. By execution of this Agreement, Customer agrees to comply with the terms of any such program.

5. Plumbing Restrictions

The public drinking water supply can be contaminated or polluted from improper plumbing practices. Customers are hereby notified of plumbing restrictions in place to protect against such contamination or pollution. These restrictions are enforced to protect the public health and welfare.

A. Undesirable plumbing practices are those that:

- (a) are prohibited by the Regulations,
- (b) facilitate the unauthorized use of water, services or Facilities, or
- (c) pose an unreasonable risk of contamination or pollution of public water or of unsanitary conditions.

B. In addition, the following are also undesirable plumbing practices prohibited by State regulation:

(a) Direct connection between the public drinking water supply and a potential source of contamination. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

(b) Cross-connection between the public drinking water supply and a private water system.

(c) Connection which allows water to be returned to the public drinking water supply.

(d) Pipe or pipe fitting which contains more than 8.0% lead used for the installation or repair of plumbing at any connection which provides water for human use.

(e) Plumbing installed after Jan. 4, 2014 that does not bear the expected labeling indicating $\leq 0.25\%$ lead content.

(f) Solder or flux which contains more than 0.2% lead used for the installation or repair of plumbing at any connection which provides water for human use.

6. Customer Service Inspections

State regulations require Customer Service Inspections ("CSI") in the following circumstances:

- (a) prior to the District providing water or sewer service to any new construction;
- (b) on any existing service where the District has reason to believe that cross-connections or other unacceptable plumbing practices exist; and
- (c) after any material improvement, correction or addition to customer plumbing facilities is made.

The District will not provide service until a Customer Service Inspection Certification (the "Certificate"), as attached hereto as Exhibit 1, is completed and on file in the District's office. Copies of properly completed Certificates shall remain on file for ten years and are subject to TCEQ review. If a customer fails to provide the District a properly completed Certificate, water service to the customer will not be commenced and if already commenced will be terminated. Service will not be restored until the required Certificate is provided. If an unacceptable plumbing practice is discovered, a Certificate confirming the correction of the unacceptable plumbing practice must be filed with the District before service will be commenced.

7. Agreements

The District will maintain a copy of this Agreement as long as the Customer and/or the premises is connected to the District's utility systems. Customer shall install, in accordance with the Regulations and at Customer's expense, service lines and facilities necessary (including—if applicable, but not limited to, grease traps) to connect the Facilities to the point of use. Customer shall not employ any undesirable plumbing practices in the installation or use of any such lines or of the Facilities, and Customer shall not allow an unsanitary condition to exist on its property. Customer agrees that its use of water, utility services and the Facilities shall conform to the Regulations and that the Regulations now in effect, and as may be amended in the future, are incorporated into this Agreement as if fully set forth herein.

Customer further agrees to the following:

- (a) allow the inspection of the premises for possible undesirable plumbing practices,
- (b) immediately correct any undesirable plumbing practice on the premises,
- (c) properly install, test, and maintain any backflow prevention device, grease trap, or other installation required by the District under its Regulations, and

(d) provide copies of all testing and maintenance records to the District.

All customers of the District must sign this Agreement before the District will begin service hereunder. In addition, when service to an existing water connection has been suspended or terminated, the District will not re-establish service unless Customer has signed a copy of this Agreement or the agreement currently in effect at the time that updated or superseded this Agreement.

8. Enforcement

If Customer fails to timely make payment for services provided hereunder or otherwise fails to comply with or abide by any other requirement, covenant, term or agreement contained herein, or if Customer acts in violation of the Regulations, then Customer shall be in default under this Agreement, and the District shall be entitled to, at its option, exercise any or all remedies available to it at law, in equity, under the Regulations or under any other statute, regulation or rule.

In addition to and cumulative of any or all such remedies, the District may do any or all of the following:

- (a) assess and collect a late charge on invoices for utility service not paid by the date due;
- (b) correct, at Customer's sole cost and expense, any undesirable plumbing practice or any unsanitary condition allowed to exist or caused by Customer or Customer's use of the Facilities, or water or of services provided by the District (including, where necessary, by going upon the property of Customer); and/or
- (c) disconnect and terminate all or any of the utility services as provided in the Regulations;

All expenses associated with the enforcement of this Agreement (including, without limitation, reasonable attorneys' fees and costs of litigation) shall be paid by the Customer.

District has no obligation to reconnect terminated service within any particular period of time, and reconnections shall be made subject to the availability of personnel, vehicles and the like.

Customer Acknowledgement

9. Miscellaneous

A. **Indemnity.** (security or protection against a loss or other financial burden.) Customer agrees to hold the District harmless from any and all claims by Customer or Customer's licenses, invitees, tenants, patrons, customers, family members or other occupants or users of the service premises for damages caused by service interruptions due to breaks in lines, malfunctions of equipment, acts or omissions of utility or other contractors, tampering by other persons, normal failures of the system or other events beyond the District's control. **THE DISTRICT DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING. THE DISTRICT SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ITS ACTIVITIES RELATING TO THE SUPPLY OF WATER OR SEWER SERVICE FOR DIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND.**

Customer Acknowledgement

B. **Granting of Easements.** Customer agrees to, upon District's request, grant any easements or rights-of-way for the purpose of installing, maintaining, and operating lines, valves, collection pots and other such equipment deemed necessary by the District to extend or improve service for existing or future customers, on such forms as required by the District. The District's authorized employees shall have access to Customer's property or premises at all reasonable times for the purpose of inspecting for and correcting undesirable plumbing practices, unsanitary conditions and violations of the Regulations. By executing this Agreement, Customer grants an easement to the District for District personnel to enter Customer's property to inspect for or correct undesirable plumbing practices, unsanitary conditions and violations of the Regulations.

Customer Acknowledgement

C. **Notice.** Notice to customer hereunder may be given, at the District's option, by:

(a) first class mail, addressed to the Customer at the billing address shown on the application for service filled out by the Customer at the time of execution of this Agreement or to such other address as may have been specified by Customer and application for service filled out by customer at the time of execution of this Agreement or to such other address as may have been specified by Customer and delivered to the District in the manner provided herein for such notice;

(b) leaving said notice at the location to which service is or has been provided hereunder, in a reasonably conspicuous manner and location.

Notice to Customer given by first class mail, addressed in the manner set forth above, shall be deemed given when mailed; notice by leaving such notice at the property served shall be effective on the day such notice is left, which shall be conclusively established by the affidavit of the person leaving such notice.

Notice to the District may be given by first class mail, addressed to the District at the following address:

Port O'Connor Improvement District
P.O. Box 375, Port O'Connor, Texas 77982
Attn: Customer Service Department

or to such other address as may have been specified by the District and delivered to Customer in the manner provided herein for such notice. Notice to the District shall be deemed effective upon receipt by the District.

D. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas and the United States. All obligations of the parties are performable in, and all legal actions to enforce or construe this agreement shall be instituted in the courts of Calhoun County, Texas. The determination that one or more provisions of this Agreement (or of any Regulations) is invalid, void, illegal or unenforceable shall not affect or invalidate any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained or incorporated in this Agreement.

E. Entire Agreement. If Customer is a party to an existing service agreement with respect to the above service address, Customer understands this Agreement supersedes and replaces that existing agreement with respect to all utility services provided to that service address. Customer further agrees this Agreement supersedes any and all previous statements, notices, advertisements or agreements, if any, between the District and Customer, with respect to the subject matter hereof. This Agreement, including all attachments hereto, the Regulations and any other written extrinsic documents referred to herein, constitutes the entire agreement of the parties, and there are no representations, agreements or warranties (express or implied, oral or written) between the District and Customer with respect to the subject matter of this Agreement. The District may, to remain in compliance with laws, rules or regulations or any public governmental authority, alter or amend provisions hereof. This Agreement may not be altered, amended, changed or otherwise modified by Customer except by an instrument in writing signed by both the District and Customer.

F. Effective Date. This Agreement shall be effective as of the date first above, stated, provided that following Customer's execution hereof, the District endorses this Agreement to indicate its approval and acceptance. Until such approval and acceptance by the District, this Agreement will not be effective, and the District shall have no liability to Customer hereunder.

EXECUTED effective as of the date above stated, upon approval by the District as evidenced by the signature of its Utility Manager below:

APPROVED AND ACCEPTED:

PORT O'CONNOR IMPROVEMENT DISTRICT

By _____

Customer Signature

By: _____

Manager

Date: 06/10/2026

Date: _____



POCID Confidentiality Request

Subchapter B of Chapter 182 of the Utilities Code allows customers to request that their personal information not be released to unauthorized persons. Personal information consists of an individual's address, telephone number, TDL, and/or social security number. However, the subchapter does not prohibit the disclosure of personal information to the following: (a) an official of employee of the State of Texas, a political subdivision of the state, or of the United States acting in an official capacity, (b) an employee of a utility acting in connection with the employee's duties, (c) a consumer reporting agency, (d) a contractor or subcontractor providing services to the utility, the state, a political subdivision of the state, or to the United States, (e) a person for whom the customer waived confidentiality, and (f) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage services for compensation.

There will be no charge associated with this election.

Please make your election and sign below regarding the confidentiality of your personal information.

☒ keep my personal information confidential

Signature _____ Date 06/10/2026

Acct. # _____

Name on Account _____

Service Address: _____

N/A



Port O'Connor Improvement District

PO Box 375 / 39 Denman Dr

Port O'Connor, TX 77982

361-983-2652

Email: pocid@pocid.org

Outdoor Shower Permit

Meter #: _____ Account #: _____

Customer Name: _____ Inspection Date: _____

Service Address: _____ Lot & Block: _____

Contact Name: _____ Phone #: _____

Mailing Address: _____

Inspection (Passed/Failed): _____

Condition of Outdoor Shower: _____

Drainage into POCID Collection System: _____ **Yes** _____ **No**

Violations: _____

Inspector Print Name: _____

Inspector Signed Name: _____

Fee: \$50 **Paid** _____



POCID ACH Withdraw Information

P.O. Box 375, Port O'Connor, TX 77982 * Phone: 361-983-2652 * Fax 361-983-2235

Agreement Type	Please choose one: _____ New Agreement _____ Change Account ACH Bank Draft Fee is FREE ACH Credit Card Fee is 3% of Payment			
Customer Information Please Print	Name on POCID Account _____ POCID Account # _____ Mailing Address _____ Service Address _____ Daytime Phone# _____			
Complete for Checking Account Only	Please tape a voided check for checking account. (Do not staple).			
Change Bank Account	<table border="1" style="width: 100%;"> <tr> <td style="width: 40%;"> EXISTING BANK: Routing Number: _____ Account Number: _____ </td> <td style="width: 20%; text-align: center;"> CHANGE TO </td> <td style="width: 40%;"> NEW BANK: Routing Number: _____ Account Number: _____ </td> </tr> </table>	EXISTING BANK: Routing Number: _____ Account Number: _____	CHANGE TO	NEW BANK: Routing Number: _____ Account Number: _____
EXISTING BANK: Routing Number: _____ Account Number: _____	CHANGE TO	NEW BANK: Routing Number: _____ Account Number: _____		
Complete for Credit Card Please print	Name on Credit Card _____ Billing Address _____ Credit Card Number _____ Expiration Date _____ Security Code _____ VISA/MC/AmEx/Discover			
Please Sign	Sign <u>N/A</u> Date _____			



Port O'Connor Improvement District

P.O. Box 375
39 Denman Rd
Port O'Connor, TX 77982
361-983-2652/Fax 361-983-2235

Application for Irrigation Permit

Date: _____

Site Address: _____

Subdivision: _____ Block: _____ Lot: _____

Owner's Name: _____

Mailing Address: _____

Contractor: _____

Telephone: _____

Occupancy Type: (Check One)

One or Two Family Dwelling _____

Commercial _____

Apartments (Less than 5 Units) _____

Public _____

Apartments (More than 5 Units) _____

Storage _____

Other _____

Assembly _____

_____ New Residential Construction

Backflow Assembly Minimum Requirements

_____ Residential ReModel

Commercial/RPZ _____

_____ Repair/Replacement

Residential Sprinkler/PVB _____

All Backflow Assemblies MUST be tested Upon Installation and Hazardous Applications MUST be tested annually thereafter by Port O'Connor Municipal Utility District.

Describe Project: _____

BE SURE TO CALL 1-800-344-8377 BEFORE DOING ANY DIGGING.

I/WE ACKNOWLEDGE THAT AS A PERMIT HOLDER, I/WE ARE RESPONSIBLE TO DO INSTALLATION WORK ON THIS PROJECT IN ACCORDANCE WITH ALL APPLICABLE CODES, LAWS AND/OR ORDINANCES.

SIGNATURE OF APPLICATION: N/A



Port O' Connor Improvement District

P.O. Box 375/ 39 Denman Drive

Port O' Connor, Texas 77982

Phone: (361) 983-2652

Licensed irrigators receive proper training to prevent contamination of the public water supply by ensuring that non-potable water from the lawn irrigation pipes does not flow into the water supply.

Unlicensed irrigators installing irrigation systems risk contaminating the public water supply. State law allows municipal and justice of the peace courts to penalize unlicensed irrigators who install irrigation systems. A violation of this law is a Class C misdemeanor with a fine up to \$500, plus related costs.

You can file complaints against an unlicensed irrigator with the local justice of the peace courts or water district, citing a violation of Texas Occupation Code § 1903.256. If the complaint is not resolved or for more information visit:

tceq.texas.gov/drinkingwater/irrigation

Section 3.12—Water Service Rates.

The following rates and charges for the sale of water are in effect for the District utilities constituting water services to area within the District:

MONTHLY WATER SERVICE RATES

<i>Meter Type</i>	<i>Monthly Charge</i>	<i>Monthly Charge per 1,000 Gallons of Usage</i>
(all meters less than or equal to ¾")	\$33.05	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
Commercial	\$41.53	

ALL OTHER METERS

(1")	\$82.61	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
(1.5")	\$122.50	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
(2")	\$187.50	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
(3")	\$389.50	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
(4")	\$635.50	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 5,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
		\$2.25 up to 6,000 gallons

<i>Meter Type</i>	<i>Monthly Charge</i>	<i>Monthly Charge per 1,000 Gallons of Usage</i>
(6")	\$1,093.50	\$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +

BULK WATER: The rate for water usage for bulk water purchased from the District will be \$7.15 per one thousand (1,000) gallon(s) of usage. The District Operator will insure that this transfer will be through an anti-contamination device. Delivery will be at a location, time and manner determined by the District Operator.

Section 3.13 – Wastewater Service Rates.

(a) The following rates and charges for District Utilities constituting wastewater collection and treatment services are in effect for service to areas within the District:

MONTHLY WASTEWATER SERVICE RATES

<i>Meter Type</i>	<i>Monthly Charge</i>	<i>Monthly Charge per 1,000 Gallons of Usage</i>
RESIDENTIAL METERS		
(meters less than or equal to ¾")	\$22.80	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
Sewer Only Connection (no meter present)	\$40.90	N/A Flat Rate Charge

COMMERCIAL METERS WITH NO WATER SERVICE

<i>Commercial sewer with no water service</i>	83.06	N/A
¾ meter	36.40	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
(1")	\$74.13	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +

<i>Commercial sewer with no water service</i>	83.06	N/A
(1.5")	\$122.50	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
(2")	\$187.50	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
(3")	\$350.75	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
(4")	\$589.25	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +
(6")	\$933.50	\$2.25 up to 6,000 gallons \$2.75 from 6,001-10,000 gallons \$3.50 from 10,001-15,000 gallons \$4.50 from 15,001-35,000 gallons \$5.50 from 35,001-50,000 gallons \$7.50 from 50,001-60,000 gallons \$9.50 from 60,001 +

Section 3.14– Out-of-District Rates.

The following monthly rates and charges for the sale of water and sewer service shall be in effect for service to areas outside the District from and after the District's adoption of this Regulation:

<i>Meter Type</i>	<i>Monthly Charge</i>	<i>Monthly Charge per 1,000 Gallons of Usage</i>
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RESIDENTIAL METERS (up to ¾")

Water	\$127.50	\$5.75
Sewer	\$127.50	\$5.75

COMMERCIAL METERS

(meters up to ¾")	\$127.50	\$5.75
(1")	\$251.26	\$6.75
(2")	\$540.00	\$6.75
(3")	\$962.76	\$6.75
(4")	\$1,632.26	\$6.75
(6")	\$2,582.00	\$6.75

The above rates do not apply to the extent that the rate is established by interlocal agreement.

Section 3.15 – Tap Fees for Water and Wastewater Service.

(a) Connection where Service is Available. Tap Fees and Connection Fees for applicants for Service Connections (other than Early Applicants) at properties where Service is Available are established as follows:

<i>Fee or Charge</i>	<i>Description</i>	<i>Amount</i>	
Water Tap Fee	Includes tap of main, setting meter, meter and connection to meter at property line for any 3/4" water meter	\$1,125.00	
	Includes tap of main, setting meter, meter and connection to meter at property line for any meter larger than 3/4"	Connection costs, plus 17.5%	
Water Connection Fee	Includes initializing service to existing meter	\$100.00	
Wastewater Tap Fee	For any Standard Wastewater Service Connection (whether Residential or Other)	\$2,900.00	
Meter Drop Fee	In all pre-installed systems, where meter boxes are already installed and a meter drop is necessary for service	\$250 for ¾ inch meter	
		\$350 for one (1) inch meter	
		District cost on individual basis for all meters over one (1) inch	
Customer Deposits	Refundable upon termination of services or sale of property if no debts owed to the District	<i>Water Amount</i>	<i>Wastewater Amount</i>
<i>Residential</i>		\$100.00	\$100.00
<i>Commercial</i>		\$200.00	\$200.00
<i>Rental Connection</i>		\$200.00	\$200.00
Capital Recovery Fee	Charges imposed by the District to defray expansion costs to the Water and Wastewater Systems to accommodate and promote growth and development in the District	As applicable	

(b) Non-Standard Connection. Subject to the special provisions for buffer tanks set forth herein, the applicant shall pay to the District the Connection Costs for a Non-Standard Wastewater Service Connection, plus 17.5% of such Connection Costs. In addition to that amount, the applicant shall pay the tap fee described in Section 3.16(a) above, and, if a buffer tank is required by the District as a means of making the Non-Standard Wastewater Service Connection, the applicant shall also pay the District's actual cost (including freight) for each buffer tank, plus 17.5% of those actual costs and the installation costs thereof. The tap fee shall not be treated as Connection Costs for purposes of applying the 17.5% markup.

(c) Where Service is Unavailable. Applicants for Residential Service Connections or Other Service Connections (other than Early Applicants) at properties where Service is unavailable shall pay all of the costs of extending and/or expanding the capacity of such mains and facilities and all costs of tapping and connection as provided by the applicable provisions contained within these Regulations, governing extensions of service. If buffer tanks are required as a part of the extension and/or connection, the District shall supply the tanks, install the same, and make the charges as set forth in Section 3.16(b).

(c) Water-Only Service Connections. An applicant for a Residential Service Connection for a meter not larger than ¾" may apply for connection of water only, if the property for which service is sought does not require an extension or expansion of the capacity of mains or facilities to provide water service, but does require such extension or expansion to provide wastewater service. In that event, the applicant will pay the applicable Water Tap Fee, and the Customer Deposit.

Section 3.16 – Reconnection; Account Reopening; Charges.

Charges for Reconnection/Account Reopening. The following schedule of fees shall apply to the reconnection of disconnected service to a customer and to the restoration of service for that same customer following an account closure:

<i>Fee or Charge</i>	<i>Description</i>	<i>Amount</i>
Reconnect Fee WATER	After service disconnected due to non-payment or violation of Rules and Regulations of District	\$100
	Reconnection after customer requested disconnect	\$1,000
Reconnect Fee SEWER	If sewer service disconnected due to non-payment or violation of Rules and Regulations or per customer request	The District's cost to disconnect and reconnect to the system, plus 17.5%

**** The District shall not in any event be required to restore service or perform any reconnection after 5 p.m. and before the following District Business Day.***

129739



VonDerAu Ford, LP
1912 N. MECHANIC
EL CAMPO, TEXAS 77437
(979) 543-2753 • (979) 543-4302 FAX

**FIRST
FINANCIAL
BANK**
855-660-5862
88-112/1113

DATE

AMOUNT

05/29/2026
#129739

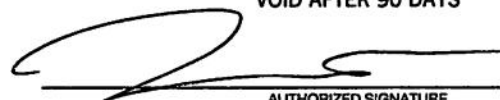
\$500.99

PAY

FIVE HUNDRED AND 99/100 DOLLARSTO THE
ORDER
OF

CALHOUN COUNTY PRECINCT 4
202 S. ANN ST, SUITE B
SEADRIFT, TX 77983

VonDerAu Ford, LP
VOID AFTER 90 DAYS



AUTHORIZED SIGNATURE

MEMO: **CAR DEAL REFUND****VonDerAu Ford, LP**

Comments

CALHOUN COUNTY PRECINCT 4

G/L#

1110

Control#

2235G

Amount

500.99

570-73400

Security features. Details on back.

129739