

GREEN VALLEY SPECIAL UTILITY DISTRICT

General Manager

Phillip K. Gage
Mailing Address:
P.O. Box 99
Marion, TX 78124
Phone : 830-914-2330
www.gvsud.org



Board of Directors

John Frias, President
Shari McDaniel, Vice President
James Hendrix, Secretary/Treasurer
Jerry Cumby, Director
Brit King, Director
Robert Roberson, Director
Nick Sherman, Director

AGENDA

January 23, 2025
9:00 A.M.

Notice is hereby given that a regular meeting of the Board of Directors will be held at 9:00 a.m. on Thursday, January 23, 2025, at the Green Valley Special Utility District (GVSUD) Boardroom, 605 FM 465, Marion, TX 78124 to consider and act upon any lawful subject which may come before said meeting, including, among others, the items listed on the agenda.

This meeting will be available via Microsoft Teams by joining with Meeting ID: 290 385 159 533 and Passcode: Zu3Tv6h2 or join the meeting [at the link here](#).

The GVSUD Board of Directors may consider, discuss, and take action on any of the matters identified below. The GVSUD Board may go into executive session pursuant to Sections 551.071, 551.072, 551.073, 551.074, and/or 551.076 of the Texas Open Meetings Act, codified in Texas Government Code Chapter 551, and/or matters on which counsel has a duty to report pursuant to the Texas Disciplinary Rules of Professional Conduct, at any time during the Regular Meeting.

- A. Establish Quorum and Call to Order.
- B. Invocation and Pledge of Allegiance.
- C. Public Comment.

GVSUD welcomes public participation. If you are unable to attend the meeting, a written comment with your name and the topic or agenda item that you wish to address can be emailed or delivered to GVSUD's office located at 605 FM 465, Marion, Texas 78124 attention to Ashlyn Ford, Public Information Officer aford@gvsud.org. Written comments must be submitted and received no later than 3:00 p.m. on January 22, 2025. Please remember that Public Comment is limited to three (3) minutes per person. Time may not be "shared or ceded" to another citizen.

D. Consent Agenda

All items listed below are considered to be routine and non-controversial by the Board and will be approved by one motion. There will be no discussion of these items unless a Board member so requests, in which case the item will be removed from the consent agenda and will be considered, and action taken as necessary, as part of the order of business.

1. December 19, 2024, Regular Monthly Board Meeting Minutes
2. December 31, 2024, Balance Sheet
3. December 31, 2024, Cash Investment Report/Statement of Account Balances, until audited
4. December 31, 2024 Financial Report, until audited
5. December 31, 2024 Check Detail
6. December 31, 2024 Investment Report

E. Hear updates on the following items from GVSUD General Manager, Staff, and Committee Chairs.

1. Employee Recognition (Phil Gage)
2. Business and Operations:
 - i. General Manager updates. (Phil Gage)
 - ii. Housing Updates 2025. (Phil Gage)
 - iii. Operations update. (Phil Gage)
3. CRWA Board of Trustees post-meeting updates. (Shari McDaniel/Nick Sherman)
4. CRWA Board of Managers post-meeting updates. (Phil Gage)
5. ARWA Board of Directors post-meeting updates. (Nick Sherman)
6. District Engineer Update (Travis Basham)
7. Committee Reports
 - i. Construction Committee Memo (Nick Sherman)
 - ii. Investment and Finance Committee (Shari McDaniel)
 - iii. Bylaws Committee (Bob Roberson)

F. Recommendation for Award: 16" Bolton Road Extension. (Garry Montgomery)

G. Review and discuss GVSUD Eminent Domain/Condemnation Process SOP. (Phil Gage)

H. Consideration and possible action related to Non-Standard Water and/or Wastewater Service Agreement(s):

1. Fair Oaks Mosaic TBY, LP AKA Dean Tract- Mosaic Development- Water NSSA
2. Fair Oaks Mosaic TBY, LP AKA Dean Tract- Mosaic Development- Wastewater NSSA
3. Seguin ISD - McQueeney Elementary School - Water NSSA
4. Amendment to Blackwell/1044 Land Partners- Water NSSA

I. Hear updates on the items below from GVSUD General Counsel. "Tex. Gov't Code Section 551.071"

1. Pending or Threatened Litigation
2. Legal Changes Affecting the District

Executive Session:

Closed session in accordance with Texas Government Code Section 551.071 – 551.074 and/or 551.076, and/or matters upon which the Attorney has the duty to report under Texas Rules of Disciplinary Conduct:

- J. Discuss personnel matters. “Tex. Gov’t. Code Section 551.074”.
- K. Discuss CCN matters. “Tex. Gov’t. Code Section 551.071”.
- L. Discuss Project Alpha. “Tex. Gov’t. Code Section 551.071”.
- M. Discuss Project Delta. “Tex. Gov’t. Code Section 551.071”.

Post Executive Session:

- N. Consideration and possible action on items discussed in the executive session.
- O. Consideration of proposed items to be included on next month’s board meeting agenda.
- P. Adjournment.

I, Ashlyn Ford, do hereby certify that public notice of the time, place, and purpose of said meeting was given, as required by the Government Code, Chapter 551.041-551.054, Texas Open Meetings Act.

GREEN VALLEY SPECIAL UTILITY DISTRICT

General Manager

Phillip K. Gage

Mailing Address:

P.O. Box 99

Marion, TX 78124

Phone : 830-914-2330

Fax : 830-420-4138

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Board of Directors

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Shari McDaniel, Vice President

James Hendrix, Secretary/Treasurer

Jerry Cumby, Director

Brit King, Director

Robert Roberson, Director

Nick Sherman, Director

BOARD MEETING MINUTES

December 19, 2024

9:00 A.M.

The Green Valley Special Utility District (GVSUD) Board of Directors met in a regular monthly meeting on December 19, 2024, at the GVSUD Boardroom located at 605 FM 465, Marion, Texas 78124. Board Directors present were John Frias, Shari McDaniel, James Hendrix, Nick Sherman, Robert Roberson, and Brit King, and Jerry Cumby. GVSUD Staff present were Phillip K. Gage, Gina Buntin, David Gurganus, Kim Hutcheson, and Travis Basham. Also present, were Shan Rutherford staff attorney with Terrill & Waldrop Law Firm.

A. Establish Quorum and Call to Order.

John Frias called the meeting to order at 9:00 a.m., and all Board of Directors were present at the meeting.

B. Invocation and Pledge of Allegiance.

John Frias gave the Invocation and led the Pledge of Allegiance.

C. Public Comment.

There was no public comment.

D. Consent Agenda

All items listed below are considered to be routine and non-controversial by the Board and will be approved by one motion. There will be no discussion of these items unless a Board member so requests, in which case the item will be removed from the consent agenda and will be considered, and action taken as necessary, as part of the order of business.

1. November 21, 2024, Regular Monthly Board Meeting Minutes
2. November 30, 2024, Balance Sheet
3. November 30, 2024, Cash Investment Report/Statement of Account Balances, until audited
4. November 30, 2024 Financial Report, until audited
5. November 30, 2024 Check Detail

Nick Sherman motioned to approve Consent Agenda Items D1-5, Shari McDaniel seconded, all in favor, motion was approved.

E. Hear updates on the following items from GVSUD General Manager, Staff, and Committee Chairs.

1. Employee Recognition (Phil Gage)

Phil recognizes employees who have been with company for a while, Eric Dilling and Tommy Beutnagel gets recognized for 5 years of service and John Barnes with 11 years.

Phil also recognizes outstanding employees for their effort for the parades GVSUD participated in Kim Hutcheson, Matthew Rodriguez, and Eric Orlowski.

Phil shows off the first-place trophy from the Cibolo Parade that GVSUD won.

2. Business and Operations:

- i. General Manager updates. (Phil Gage)

Phil says we have added two members to the waste water department and one to the water department putting us at 56 employees. Phil talks about we revamped a well that has been there for 20 years. Phil says this is one thing we have done but Phil has plans for more improvements.

TCEQ fee process has moved forward and we are posting the new fee in the newspaper for two weeks. This puts us on track to have the new fees in the second quarter.

- ii. Operations update. (Phil Gage)

Phil wanted to highlight two things. First, he wanted to show that on the first page the waste water flow at the Santa Clara Treatment Plant is at 36% capacity.

Secondly the Wastewater Master plan is going well and in January we will give an in-progress update.

GVSUD has 18,451 meters are currently in the ground.

3. CRWA Board of Trustees post-meeting updates. (Shari McDaniel/Nick Sherman)

Nick starts by saying there a couple items CRWA has had trouble with accuracy to their documents.

The drought report states we are marching towards stage 4. Once we hit Stage 4 there is a mandatory 15% curtailment.

We had a project to expand the treatment plant at Lake Dunlap for 1.8 million. Nick asked staff what the plan is for the budgeting shortfall and staff will address this with CRWA.

Nick asks if there any questions and there isn't any.

4. CRWA Board of Managers post-meeting updates. (Phil Gage)

Phil talks about two items; one is the generators at the Wagner Station. Phil says he is keeping up with project to make sure it is resolved.

Phil talks about the last paragraph are consumption is 5,131, we will be shy of the 6,000 for the year. All entities are below on usage.

The board of managers has a meeting scheduled with GVSUD in January to talk about tracking the usage of the ARWA water.

5. ARWA Board of Directors post-meeting updates. (Nick Sherman)

Nick states it was not a good meeting. They discussed how they got reported as their treatment plant is not making its designed production. Less than 50% of its capacity is getting used. The solution given was a temporary fix that will happen in May of 2025. The temporary fix is to bring in skid mounted treatment, this would be an expensive fix.

John asks about how this impacts our flow. John asks what happens if we get to May we don't get that. John says that would be a breach of contract and asks Shan to look into what protections we have. Shan says this can discussed further in executive session.

Nick mentions how there was no hourly rate for workers given, so ARWA will be working on that so the Board can have information on what people make.

6. District Engineer Update (Travis Basham)

Travis gives a brief update, 110 projects total, 5 in close out, 56 are in construction, and 49 in design. Santa Clara has a bid for award. Kicked off Plant 10 rehabilitation project.

John asks if there are any projected delays. Travis says the scheduled in padding to make sure the timeline is as accurate as possible.

7. Committee Reports

- i. Construction Committee Memo (Nick Sherman)

Nick states that he has nothing more to add to the memo included in the Board Packet. Nick asks Travis if we need to look at the Rittiman Track, and Travis says he will look into it.

Phil also says he will get with Garry to look into the feasibility studies.

- F. Recommendation for Award: The 0.5 MGD Santa Clara Wastewater Treatment Plant Expansion. (Garry Montgomery)

Travis states that bids were opened on December 11th. Three qualified bidders and then we sent out a scoring sheets and with those scores. While the scores were close the recommendation is the highest score bidder Archer Western, whose cost is 15,051,545. Archer Western has provided all the necessary information, the district has 11 million to spend on the project and the delta will be sourced from CIAC fees.

Archer had the best lead time as the other bidders would have completed the project a couple months after.

Nick Sherman motioned to award the 0.5 MGD Santa Clara Wastewater Treatment Plant Expansion to Archer Western in the amount of \$15,051,545 which includes alternates 2, 4, and 5, Bob Roberson seconded, all in favor, motion was approved.

G. Consideration and approval of an order by the Board of Directors of the Green Valley Special Utility District authorizing the issuance of “Green Valley Special Utility District prior lien water and wastewater system revenue bonds, new series 2025”; providing for the payment of the principal of and interest on the bonds by a lien on and pledge of the pledged revenues of the combined utility system; and providing for an effective date. (Garry Kimball)

Garry Kimball appears virtually stating the winner was Crews and Associates. With a net interest cost of 4.45% which is fixed rate of the 30-year term of the bond. This compares favorably to the TCEQ approval. 3.48 million of the course of the payment.

Garry opens the floor up to board for questions and says he recommends approval.

John asks if the effective date is today and Garry says yes. The total amount bonded is \$14.365 million even. After maturity the grand total is 26.578 million.

John asks if there is a penalty for paying anything off early and Garry says they can't pay more for the first 5 years but after that you can prepay without any penalty.

Nick Sherman motioned to adopt an order by the Board of Directors of the Green Valley Special Utility District authorizing the issuance of “Green Valley Special Utility District prior lien water and wastewater system revenue bonds, new series 2025”; with an effective date of today in the amount of 14,365,000 with an interest rate of 4.45% to Crews and Associates, Shari McDaniel seconded, all in favor, motion was approved.

H. Consideration and possible action related to Non-Standard Water and/or Wastewater Service Agreement(s):

1. Givens & Rittiman (Water); N Santa Clara Rd- Mosaic Land Development
2. Givens & Rittiman (Wastewater); N Santa Clara Rd- Mosaic Land Development
3. Hild Tract (Two Ten Communities)- Water NSSA Amendment
4. Hild Tract (Two Ten Communities) Wastewater NSSA Amendment
5. Buch Tract (Annie A. Buch Living Trust)- Water NSSA

Nick says the construction Committee met to discuss the projects, the committee and staff recommend approval.

John asks if anyone wants to pull any items for discussion, none noted.

Nick Sherman motioned to approve the Non-Standard Service Agreements for water or waste water, Items H 1-5 for Givens & Rittiman (Water), Givens & Rittiman (Wastewater), Tract (Two Ten Communities) Water, Hild Tract (Two Ten Communities) Wastewater, Buch Tract, Brit King seconded, all in favor, motion was approved.

- I. Hear updates on the items below from GVSUD General Counsel. “Tex. Gov’t Code Section 551.071”
 1. Pending or Threatened Litigation
 2. Legal Changes Affecting the District

Shan says there are no new updates.

John Frias asks if there is any legislation relating to GVSUD. Shan says it is hard to predict, but to his knowledge he does not think so.

James asks if there updates on the clams and Shan says no.

The Board went into a 10-minute recess at 9:45 a.m. The Board entered Executive Session at 9:55 a.m., with Agenda Items J, K, L, M, N, and E5. The Board returned to Open Session at 11:23 a.m.

Executive Session:

Closed session in accordance with Texas Government Code Section 551.071 – 551.074 and/or 551.076, and/or matters upon which the Attorney has the duty to report under Texas Rules of Disciplinary Conduct:

- J. Discuss personnel matters. “Tex. Gov’t. Code Section 551.074”.
- K. Discuss possible CCN service area transfer agreements. “Tex. Gov’t. Code Section 551.071”.
- L. Discuss condemnation and eminent domain matters. “Tex. Gov’t. Code Section 551.071”.
- M. Discuss Project Alpha. “Tex. Gov’t. Code Section 551.071”.
- N. Discuss Project Charlie. “Tex. Gov’t. Code Section 551.071”.

Post Executive Session:

O. Consideration and possible action on items discussed in the executive session.

Nick Sherman moves that the Board of Directors release of approximately 60 acres of GVSUD Sewer CCN area in the Wonderlick track near the intersection of County Line Road and FM 1044 to be served by New Braunfels Utilities, on the condition the developer pay all GVSUD Administrative and professional costs to process the CCN release and compensate GVSUD period, Shari McDaniel seconds the motion, all in favor, motion passes.

Nick Sherman moves that the Board of Directors authorize the transfer of approximately 26.24 acres of GVSUD water CCN area in the Baelin track near Schwab Road and IH 35 to the City of Schertz on the condition the developer pay all GVSUD Administrative and professional costs to process the CCN release and compensate GVSUD period, Shari McDaniel seconds the motion, all in favor, motion passes.

P. Consideration of proposed items to be included on next month's board meeting agenda.

There are no proposals of items to be included in the next board meeting.

Q. Adjournment.

Shari McDaniel motioned to adjourn, Bob Roberson seconded the motion, all in favor, motion was approved.

The Board adjourned at 11:25 AM.

I certify this to be true and correct records of the proceedings.

John Frias, President

Dated: _____

James Hendrix, Secretary/Treasurer

Dated: _____



Green Valley Special Utility District
Balance Sheet: 2024 - 2025
For the Period Ending 12/31/2024

Account Number	Account Description	Debit	Credit
Assets			
131.1016	Frost Operating ...6362	\$1,391,292.81	\$0.00
131.1021	Frost Web Checks ...6389	\$88,025.78	\$0.00
131.1050	FUB - ...3567 - Operating Credit Cards/A	\$347,738.96	\$0.00
131.1060	SB&T - ...0740 - Operating Reserves	\$189,537.01	\$0.00
131.1070	Texpool - ...0001 - Operating Reserves	\$600,161.32	\$0.00
131.1080	Logic - ...6001 - Operating Reserves	\$11,347,817.76	\$0.00
131.1081	Logic - ...6003 - Operating II Reserves	\$9,672,232.87	\$0.00
131.1082	Logic - ...6005 - Water Acquisition Reserves	\$2,928,425.52	\$0.00
131.1083	Logic - ...6006 - CIAC Fees	\$5,523,576.84	\$0.00
131.1091	SB&T - CD-...3826 - Operating - 12 MOS	\$500,000.00	\$0.00
Total Balance Sheet	Operating Cash Accounts	\$32,588,808.87	\$0.00
131.7025	Frost TWDB ...6397	\$277,154.92	\$0.00
131.7030	BOT- ...0016 - TWDB 2011 Rev. Bonds	\$81,321.74	\$0.00
131.7045	Frost USDA ...6370	\$35,050.56	\$0.00
131.7050	Texpool -...0002 - Impact Fee Reserve	\$553,128.24	\$0.00
131.7060	Logic - ...6002 - Impact Fee Reserves	\$11,469,880.63	\$0.00
131.9001	Frost - Abbot Rd Project	\$365,373.40	\$0.00
Total Balance Sheet	Impact Fee and Bond Accounts	\$12,781,909.49	\$0.00
131.8061	SB&T-CD-12Mon-W&WW Debt Serv Res Fund	\$2,050,451.19	\$0.00
131.8080	Frost Debt Service Reserve ...6354	\$720,567.91	\$0.00
Total Balance Sheet	Debt Service & Reserves	\$2,771,019.10	\$0.00
131.8070	Investment in CRWA	\$10,000.14	\$0.00
136.0000	Prepaid Expenses	\$413,378.56	\$0.00
143.1000	Accounts Receivable	\$2,098,227.14	\$0.00
143.2000	Unbilled Water Revenues	\$1,522,429.68	\$0.00
143.3000	Allow for Uncollectible	\$5,115.03	\$0.00
143.4000	Deferred Charges	\$159,181.81	\$0.00
154.0000	Materials and Supplies - Inventory	\$1,160,706.92	\$0.00
154.1000	Materials and Supplies - Non-Inventory	\$5,034.12	\$0.00
154.2000	Fuel Inventory	\$1,173.75	\$0.00
155.2000	Other Current Assets	\$2,200.00	\$0.00
184.1000	Transportation Expenses - Clearing	\$1,147.11	\$0.00
190.5040	Escrow Fund - New Series 2020 - \$24,985	\$888,818.40	\$0.00
190.5050	Escrow Fund -TWDB Series 2021 - \$15,725	\$1,554,723.62	\$0.00
190.5060	Escrow Fund -TWDB Series 2021 A - \$19,54	\$2,516,188.07	\$0.00
300.1001	Software Upgrade - Billing & Map	\$107,705.67	\$0.00
300.9018	Prepaid SARA Sewer Treatment Capacity	\$1,746,000.00	\$0.00
Total Balance Sheet	Other Assets	\$12,192,030.02	\$0.00
107.2000	Construction in Progress	\$21,548,682.11	\$0.00



Green Valley Special Utility District
Balance Sheet: 2024 - 2025
For the Period Ending 12/31/2024

Account Number	Account Description	Debit	Credit
107.2020	Water - Capital Impact Fee	\$521,207.10	\$0.00
107.2111	Water -Developer Professional Service -	\$2,078,767.88	\$0.00
108.0000	Accumulated Depreciation	\$0.00	\$23,033,298.49
108.8000	Retirement Work in Progress	\$18,897.00	\$0.00
300.1003	Vehicle & Equipment Purchase (W & WW)	\$229,155.14	\$0.00
300.1004	HQ - Warehouse Fixtures / Equipment	\$47,854.78	\$0.00
300.1006	Water - Meter Replacement (Capital)	\$490,316.59	\$0.00
300.2020	Water - Line Construction / Upgrades (Impact)	\$143,143.00	\$0.00
300.3010	Sewer - Plant Upgrades (Impact Fee)	\$4,437.38	\$0.00
300.7010	Easement Acquisition - Water & WW	\$325,102.20	\$0.00
300.9003	Edwards Water Rights-Purchased	\$274,539.20	\$0.00
300.9004	River Mill Water Rights -Purch	\$475,000.00	\$0.00
300.9005	Vehicles & Equipment	\$3,272,807.40	\$0.00
300.9006	Land & Easements	\$3,439,952.00	\$0.00
300.9007	Water Distribution Sustainment and Restoration	\$113,453,359.75	\$0.00
300.9008	Water Plant Sustainment and Restoration	\$111,603.71	\$0.00
300.9015	Furniture & Fixtures	\$268,367.00	\$0.00
300.9016	Office Building & Software	\$1,317,260.00	\$0.00
300.9017	Shop Building & Equipment	\$518,085.00	\$0.00
Total Balance Sheet	Property Plant & Equipment	\$148,538,537.24	(\$23,033,298.49)
107.2100	Water - Capital Projects	\$3,734,287.41	\$0.00
107.2110	Water - Professional Service - Capital P	\$110,053.78	\$0.00
107.3010	Sewer Capital Projects Bonds 2021	\$1,176,300.27	\$0.00
107.3015	Sewer - Professional Service - Capital P	\$5,415.00	\$0.00
Total Balance Sheet	Bond Funded	\$5,026,056.46	\$0.00
	Total Assets		\$190,865,062.69
Liabilities			
201.1001	Weber Electric - Project Clearing GL Acc	\$0.00	\$85,568.17
232.1000	Accounts Payable	\$0.00	\$1,667,940.48
232.1010	Accrued Compensated Absences	\$0.00	\$58,890.32
232.1020	Accrued Expenses	\$0.00	\$718,322.78
232.1030	Interest Payable	\$0.00	\$110,775.99
232.1055	Retainage Payable	\$0.00	\$1,374,307.89
232.1075	Insurance - Emp. Med Reimb	\$1,186.82	\$0.00
232.1088	Accounts Payable - Escheat - Unclaimed	\$0.00	\$14,647.34
232.1110	Sewer - GBRA Billing	\$0.00	\$6,174.41
232.1115	Wastewater - GBRA Transfer Fees	\$0.00	\$2,784.71
232.1120	Sewer - Harvest Hills	\$0.00	\$12,208.98
232.1130	Zipp Rd Utilities - Sewer	\$0.00	\$66,703.28
232.1135	Wastewater - Zipp Rd -Transfer Fees - New Accounts	\$3,200.00	\$0.00



Green Valley Special Utility District
Balance Sheet: 2024 - 2025
For the Period Ending 12/31/2024

Account Number	Account Description	Debit	Credit
232.1136	Wastewater - Zipp Road - Deposits New Accounts	\$3,250.00	\$0.00
232.1140	Sewer - Martinez Creek Connection Fee	\$0.00	\$272,790.35
232.1150	Cibolo Franchise Fee	\$0.00	\$33,156.74
232.2000	Reimbursables by Project	\$0.00	\$50,000.00
232.3010	State Fee Coll./Paid	\$0.00	\$80,101.56
232.3020	State Comptroller - Unclaimed	\$0.00	\$829.18
232.4000	Customer Deposits	\$0.00	\$2,704,934.82
232.9900	Uninvoiced Clearing Account	\$0.00	\$7,944.97
232.9980	Accounts Payable Other - CPA	\$0.00	\$881,983.77
242.3000	Payroll Accrual	\$0.00	\$187,641.52
242.4000	Unapplied Credits (CPA)	\$0.00	\$89,562.61
Total Balance Sheet	Current Payables	\$7,636.82	(\$8,427,269.87)
201.1000	Contributed Capital	\$0.00	\$2,695,395.30
232.8010	USDA - Series 2003 - \$584,000	\$0.00	\$397,000.00
232.8015	USDA - Series 2020 - \$5,110,000	\$0.00	\$4,230,829.18
232.8020	USDA - Series A 2020 - \$5,290,000	\$0.00	\$4,906,000.00
232.8025	USDA - Series B 2020 - \$2,840,000	\$0.00	\$1,794,275.42
232.8030	TWDB - GREE1021 RB \$15,725,000.00	\$0.00	\$14,965,000.00
232.8035	TWDB - GREE1021 ARB \$ 19,540,000.00	\$0.00	\$18,595,000.00
232.8040	GVSUD Bond Series 2022 - 27,242,856.81	\$0.00	\$26,675,000.00
232.8042	Series 2020 Refunding Bonds \$8,400,000	\$0.00	\$7,185,000.00
232.8050	New Series 2020 - \$24,985,000	\$0.00	\$22,575,000.00
232.8051	Premium of Issuance	\$0.00	\$764,099.00
232.8060	USDA Fed.Bond-\$1,822,570.-Prepaid SARA	\$0.00	\$1,752,570.00
Total Balance Sheet	Long Term Debt	\$0.00	(\$106,535,168.90)
	Total Liabilities		\$114,954,801.95
Equities			
201.2000	Retained Earnings	\$0.00	\$69,413,171.91
Total Balance Sheet	Equity	\$0.00	(\$69,413,171.91)
	Total Equity		(\$69,413,171.91)
Revenues Less Expenditures			\$6,497,088.83
	Total Equity		\$75,910,260.74
Total Liabilities and Equity			\$190,865,062.69
Total		\$213,905,998.00	\$213,905,998.00

GREEN VALLEY SPECIAL UTILITY DISTRICT
CASH INVESTMENT REPORT / STATEMENT OF ACCOUNT BALANCES
UNAUDITED
12/31/2024

GREEN VALLEY SPECIAL UTILITY DISTRICT
CASH INVESTMENT REPORT / STATEMENT OF ACCOUNT BALANCES
UNAUDITED
12/31/2024

John Frias - President

James Hendrix - Secretary/Treasurer

Phil Gage - General Manager

Heidi Schnell - Senior Accountant

Green Valley Special Utility District
PAID CHECKS REPORT

12/1/2024 to 12/31/2024

Check#	Paid To	Description	Check Date	Amount
33033	Pollution Control Services	WW Samples	12/4/2024	\$6,595.00
33034	R.L. Jones, L.P.	2024 FM 78 16" Waterline-Wagner Booster Station to Santa Clara	12/4/2024	\$83,795.40
33035		Utility Refund	12/4/2024	\$56.55
33036		Utility Refund	12/4/2024	\$100.00
33037		Utility Refund	12/4/2024	\$134.34
33038		Utility Refund	12/4/2024	\$40.41
33039		Utility Refund	12/4/2024	\$63.98
33040		Utility Refund	12/4/2024	\$77.18
33041		Utility Refund	12/4/2024	\$37.63
33042		Utility Refund	12/4/2024	\$41.93
33043		Utility Refund	12/4/2024	\$114.84
33044		Utility Refund	12/4/2024	\$127.63
33045		Utility Refund	12/4/2024	\$164.67
33046		Utility Refund	12/4/2024	\$71.47
33047		Utility Refund	12/4/2024	\$77.88
33048		Utility Refund	12/4/2024	\$100.00
33049		Utility Refund	12/4/2024	\$83.71
33050		Utility Refund	12/4/2024	\$19.07
33051		Utility Refund	12/4/2024	\$75.32
33052		Utility Refund	12/4/2024	\$104.56
33053		Utility Refund	12/4/2024	\$39.31
33054		Utility Refund	12/4/2024	\$18.97
33055		Utility Refund	12/4/2024	\$137.32
33056		Utility Refund	12/4/2024	\$69.46
33057		Utility Refund	12/4/2024	\$130.61
33058		Utility Refund	12/4/2024	\$76.61
33059		Utility Refund	12/4/2024	\$59.13
33060		Utility Refund	12/4/2024	\$78.10
33061		Utility Refund	12/4/2024	\$3.92
33062		Utility Refund	12/4/2024	\$125.19
33063		Utility Refund	12/4/2024	\$59.87
33064		Utility Refund	12/4/2024	\$6.69
33065		Utility Refund	12/4/2024	\$121.71
33066		Utility Refund	12/4/2024	\$74.00
33067		Utility Refund	12/4/2024	\$86.36
33068		Utility Refund	12/4/2024	\$104.56
33069		Utility Refund	12/4/2024	\$357.01
33070		Utility Refund	12/4/2024	\$63.83
33071		Utility Refund	12/4/2024	\$48.03
33072		Utility Refund	12/4/2024	\$101.20
33073		Utility Refund	12/4/2024	\$50.42
33074		Utility Refund	12/4/2024	\$57.30
33075		Utility Refund	12/4/2024	\$70.56
33076		Utility Refund	12/4/2024	\$116.92
33077		Utility Refund	12/4/2024	\$53.27
33078		Utility Refund	12/4/2024	\$31.06
33079		Utility Refund	12/4/2024	\$126.42
33080		Utility Refund	12/4/2024	\$80.97
33081		Utility Refund	12/4/2024	\$1.83
33082		Utility Refund	12/4/2024	\$63.47
33083		Utility Refund	12/4/2024	\$90.09
33084		Utility Refund	12/4/2024	\$51.30
33085		Utility Refund	12/4/2024	\$138.65
33086		Utility Refund	12/4/2024	\$109.58
33087		Utility Refund	12/4/2024	\$89.58
33088		Utility Refund	12/4/2024	\$78.45
33089		Utility Refund	12/4/2024	\$113.49
33090		Utility Refund	12/4/2024	\$31.40
33091		Utility Refund	12/4/2024	\$305.76
33092		Utility Refund	12/4/2024	\$93.29
33093		Utility Refund	12/4/2024	\$68.62
33094		Utility Refund	12/4/2024	\$124.20
33095		Utility Refund	12/4/2024	\$49.91
33096		Utility Refund	12/4/2024	\$12.52
33097		Utility Refund	12/4/2024	\$24.91
33098		Utility Refund	12/4/2024	\$1,622.59
33099		Utility Refund	12/4/2024	\$139.71
33100		Utility Refund	12/4/2024	\$115.69
33101		Utility Refund	12/4/2024	\$115.69
33102		Utility Refund	12/4/2024	\$88.25
33103		Utility Refund	12/4/2024	\$91.69
33104		Utility Refund	12/4/2024	\$57.39
33105		Utility Refund	12/4/2024	\$46.81
33106		Utility Refund	12/4/2024	\$76.47
33107		Utility Refund	12/4/2024	\$77.96
33108		Utility Refund	12/4/2024	\$14.05
33109		Utility Refund	12/4/2024	\$40.48
33110		Utility Refund	12/4/2024	\$85.63
33111		Utility Refund	12/4/2024	\$120.80
33112		Utility Refund	12/4/2024	\$97.23
33113		Utility Refund	12/4/2024	\$82.59
33114		Utility Refund	12/4/2024	\$63.75
33115		Utility Refund	12/4/2024	\$197.89
33116		Utility Refund	12/4/2024	\$10.00
33117		Utility Refund	12/4/2024	\$114.85
33118		Utility Refund	12/4/2024	\$97.85
33119		Utility Refund	12/4/2024	\$12.83
33120		Utility Refund	12/4/2024	\$104.79
33121		Utility Refund	12/4/2024	\$1,280.63
33122		Utility Refund	12/4/2024	\$186.07
33123		Utility Refund	12/4/2024	\$82.71
33124		Utility Refund	12/4/2024	\$101.98
33125		Utility Refund	12/4/2024	\$121.67
33126		Utility Refund	12/4/2024	\$122.45
33127		Utility Refund	12/4/2024	\$175.83
33128		Utility Refund	12/4/2024	\$9.64
33129		Utility Refund	12/4/2024	\$54.14
33130		Utility Refund	12/4/2024	\$126.02
33131		Utility Refund	12/4/2024	\$108.44

33132		Utility Refund	12/4/2024	\$124.04
33133		Utility Refund	12/4/2024	\$65.50
33134		Utility Refund	12/4/2024	\$41.30
33135		Utility Refund	12/4/2024	\$27.27
33136		Utility Refund	12/4/2024	\$29.58
33137		Utility Refund	12/4/2024	\$79.97
33138		Utility Refund	12/4/2024	\$112.27
33139		Utility Refund	12/4/2024	\$85.62
33140		Utility Refund	12/4/2024	\$3.93
33141		Utility Refund	12/4/2024	\$82.36
33142		Utility Refund	12/4/2024	\$37.71
33143		Utility Refund	12/4/2024	\$73.62
33144		Utility Refund	12/4/2024	\$23.85
33145		Utility Refund	12/4/2024	\$56.08
33146		Utility Refund	12/4/2024	\$91.69
33147		Utility Refund	12/4/2024	\$77.68
33148		Utility Refund	12/4/2024	\$65.23
33149		Utility Refund	12/4/2024	\$35.00
33150		Utility Refund	12/4/2024	\$0.66
33151		Utility Refund	12/4/2024	\$14.41
33152		Utility Refund	12/4/2024	\$37.38
33153		Utility Refund	12/4/2024	\$144.29
33154		Utility Refund	12/4/2024	\$104.73
33155		Utility Refund	12/4/2024	\$150.00
33156		Utility Refund	12/4/2024	\$150.00
33157		Utility Refund	12/4/2024	\$137.13
33158		Utility Refund	12/4/2024	\$96.74
33159		Utility Refund	12/4/2024	\$10.00
33160		Utility Refund	12/4/2024	\$288.17
33161		Utility Refund	12/4/2024	\$36.33
33162		Utility Refund	12/4/2024	\$56.25
33163		Utility Refund	12/4/2024	\$40.07
33164		Utility Refund	12/4/2024	\$119.16
33165		Utility Refund	12/4/2024	\$1,419.59
33166		Utility Refund	12/4/2024	\$79.29
33167	Ferguson Waterworks	PO 6350 Operations Material	12/4/2024	\$5,993.51
33168	Helping Hand Hardware, Inc.	Funnel, screws, paint, LED light	12/4/2024	\$443.86
33169	Rocky Hill Equipment Rentals, Inc	Weber Waterline Extension I-10	12/4/2024	\$1,821.98
33170	Seguin Diesel Truck Ser, Inc.	Unit 206-repaired taillight wiring and installed new lights	12/4/2024	\$5,407.59
33171	Texas Land & Right of Way Co, LLC	Easements	12/4/2024	\$46,378.94
33172	The Chamber (Schertz-Cibolo-Selma Area)	Annual Chamber Luncheon payment	12/4/2024	\$484.00
33173		Medical Reimbursement	12/5/2024	\$240.96
33175	Brentag Southwest, Inc.	Chlorhydratate	12/11/2024	\$9,769.26
33176	Guardian Fueling Technologies	Replaced leak detector	12/11/2024	\$692.52
33177	Hild Brothers, Inc.	Weed Killer	12/11/2024	\$110.00
33178		Medical Reimbursement	12/11/2024	\$126.50
33179	Loomis	Armored Car Service	12/11/2024	\$324.75
33180	R.L. Jones, L.P.	Abbott Rd. Pay App# 3	12/11/2024	\$767,204.39
33181	RDO Equipment Co.	Unit 316 - Maintenance - hydraulic & engine fluid - air filter & dust unloader valve	12/11/2024	\$2,009.08
33182	Rocky Hill Equipment Rentals, Inc	Ver VAC-Tron LP 573xDT	12/11/2024	\$620.32
33183	Seguin Diesel Truck Ser, Inc.	Unit 135 U joint/ Yoke/Oil & Filter, Air filter, Axel Seal	12/11/2024	\$2,937.47
33184	Zipp Road Utilities	Sewer fees collected	12/11/2024	\$16,278.91
33185	R.L. Jones, L.P.	2024 FM 78: 16" Waterline-Wagner Booster Station to Santa Clara Rd	12/11/2024	\$108,456.30
33186	Brad Barrows	12/13/2024 Christmas Party Entertainment	12/12/2024	\$700.00
33187	Alamo Communications, Inc.	Monthly Hosting Microsoft and Maintenance	12/17/2024	\$3,140.36
33188		Easements	12/17/2024	\$4,000.00
33189	CP&Y, Inc.dba STV Infrastructure	Green Valley SUD 2024 Water Master Plan Update	12/17/2024	\$4,069.56
33190		Easements	12/17/2024	\$5,100.00
33191	GBRA	Canyon Water	12/17/2024	\$15,333.33
33192	GBRA - Sewer	Sewer fees	12/17/2024	\$252,119.12
33193	HJ Custom Catering	12/13/2024 Christmas Party Catering	12/17/2024	\$2,600.00
33194		Medical Reimbursements	12/17/2024	\$151.70
33195		Easements	12/17/2024	\$3,000.00
33196	On-Site Fuel, Inc.	E 10 Diesel And Clear Diesel TX LED	12/17/2024	\$18,790.46
33197	San Antonio River Authority	Sewer charges	12/17/2024	\$61,888.67
33198	Unifirst Holdings, Inc	Uniforms	12/17/2024	\$2,227.30
33199	G & R Utility Services Inc	Road Bore - 216S Wosnig Rd	12/17/2024	\$2,500.00
33200		Easements	12/17/2024	\$1,500.00
33201	Cooper, Steve	4th Qu. 2024 Board of Director Payment	12/19/2024	\$450.00
33202	Cumby, Jerry	4th Qu. 2024 Board of Director Payment (Nov/Dec)	12/19/2024	\$300.00
33203	Frias, John	4th Qu. 2024 Board of Director Payment	12/19/2024	\$450.00
33204	Hendrix, James	4th Qu. 2024 Board of Director Payment	12/19/2024	\$450.00
33205	King, Brit	4th Qu. 2024 Board of Director Payment	12/19/2024	\$450.00
33206	McDaniel, Shari	4th Qu. 2024 Board of Director Payment	12/19/2024	\$450.00
33207	Roberson, Robert	4th Qu. 2024 Board of Director Payment	12/19/2024	\$450.00
33208		Medical Reimbursement	12/19/2024	\$108.61
33209		DPS Permit Reimbursement	12/27/2024	\$25.00
33210		DPS Permit Reimbursement	12/27/2024	\$25.00
33211		Medical Reimbursement	12/27/2024	\$1,020.52
33212		Utility Refund	12/30/2024	\$63.99
33213		Utility Refund	12/30/2024	\$101.94
33214		Utility Refund	12/30/2024	\$25.13
33215		Utility Refund	12/30/2024	\$94.57
33216		Utility Refund	12/30/2024	\$90.11
33217		Utility Refund	12/30/2024	\$27.46
33218		Utility Refund	12/30/2024	\$58.55
33219		Utility Refund	12/30/2024	\$99.59
33220		Utility Refund	12/30/2024	\$112.32
33221		Utility Refund	12/30/2024	\$21.15
33222		Utility Refund	12/30/2024	\$30.01
33223		Utility Refund	12/30/2024	\$96.20
33224		Utility Refund	12/30/2024	\$36.50
33225		Utility Refund	12/30/2024	\$100.00
33226		Utility Refund	12/30/2024	\$120.56
33227		Utility Refund	12/30/2024	\$75.74
33228		Utility Refund	12/30/2024	\$231.59
33229		Utility Refund	12/30/2024	\$54.96
33230		Utility Refund	12/30/2024	\$372.19
33231		Utility Refund	12/30/2024	\$58.60
33232		Utility Refund	12/30/2024	\$139.73
33233		Utility Refund	12/30/2024	\$79.22
33234		Utility Refund	12/30/2024	\$80.44
33235		Utility Refund	12/30/2024	\$63.70

33236	Utility Refund	12/30/2024	\$48.48	
33237	Utility Refund	12/30/2024	\$22.00	
33238	Utility Refund	12/30/2024	\$121.73	
33239	Utility Refund	12/30/2024	\$16.73	
33240	Utility Refund	12/30/2024	\$100.00	
33241	Utility Refund	12/30/2024	\$46.17	
33242	Utility Refund	12/30/2024	\$23.04	
33243	Utility Refund	12/30/2024	\$124.08	
33244	Utility Refund	12/30/2024	\$127.45	
33245	Utility Refund	12/30/2024	\$122.58	
33246	Utility Refund	12/30/2024	\$10.71	
33247	Utility Refund	12/30/2024	\$21.18	
33248	Utility Refund	12/30/2024	\$38.89	
33249	Utility Refund	12/30/2024	\$114.44	
33250	Utility Refund	12/30/2024	\$146.46	
33251	Utility Refund	12/30/2024	\$30.52	
33252	Utility Refund	12/30/2024	\$20.04	
33253	Utility Refund	12/30/2024	\$141.45	
33254	Utility Refund	12/30/2024	\$18.86	
33255	Utility Refund	12/30/2024	\$1,799.77	
33256	Utility Refund	12/30/2024	\$100.18	
33257	Utility Refund	12/30/2024	\$99.39	
33258	Utility Refund	12/30/2024	\$59.62	
33259	Utility Refund	12/30/2024	\$63.24	
33260	Utility Refund	12/30/2024	\$89.81	
33261	Utility Refund	12/30/2024	\$55.04	
33262	Utility Refund	12/30/2024	\$95.85	
33263	Utility Refund	12/30/2024	\$96.88	
33264	Utility Refund	12/30/2024	\$100.42	
33265	Utility Refund	12/30/2024	\$61.89	
33266	Utility Refund	12/30/2024	\$113.04	
33267	Utility Refund	12/30/2024	\$119.03	
33268	Utility Refund	12/30/2024	\$97.00	
33269	Utility Refund	12/30/2024	\$22.55	
33270	Utility Refund	12/30/2024	\$76.11	
33271	Utility Refund	12/30/2024	\$146.38	
33272	Utility Refund	12/30/2024	\$87.08	
33273	Utility Refund	12/30/2024	\$146.46	
33274	Utility Refund	12/30/2024	\$114.84	
33275	Utility Refund	12/30/2024	\$92.18	
33276	Utility Refund	12/30/2024	\$33.15	
33277	Utility Refund	12/30/2024	\$96.41	
33278	Utility Refund	12/30/2024	\$23.39	
33279	Utility Refund	12/30/2024	\$48.03	
33280	Utility Refund	12/30/2024	\$94.65	
33281	Utility Refund	12/30/2024	\$21.76	
33282	Utility Refund	12/30/2024	\$98.52	
33283	Utility Refund	12/30/2024	\$19.44	
33284	Utility Refund	12/30/2024	\$107.51	
33285	Utility Refund	12/30/2024	\$17.83	
33286	Utility Refund	12/30/2024	\$55.00	
33287	Utility Refund	12/30/2024	\$122.90	
33288	Utility Refund	12/30/2024	\$146.53	
33289	Utility Refund	12/30/2024	\$89.62	
33290	Utility Refund	12/30/2024	\$76.30	
33291	Utility Refund	12/30/2024	\$27.45	
33292	Utility Refund	12/30/2024	\$89.81	
33293	Utility Refund	12/30/2024	\$121.97	
33294	Utility Refund	12/30/2024	\$35.00	
33295	Utility Refund	12/30/2024	\$72.56	
33296	Utility Refund	12/30/2024	\$105.25	
33297	Utility Refund	12/30/2024	\$67.60	
33298	Utility Refund	12/30/2024	\$37.58	
33299	Utility Refund	12/30/2024	\$150.00	
33300	Utility Refund	12/30/2024	\$93.98	
33301	Utility Refund	12/30/2024	\$150.00	
33302	Utility Refund	12/30/2024	\$150.00	
33303	Utility Refund	12/30/2024	\$120.56	
33304	Utility Refund	12/30/2024	\$73.44	
33305	Utility Refund	12/30/2024	\$32.45	
33306	Utility Refund	12/30/2024	\$148.33	
33307	Utility Refund	12/30/2024	\$119.04	
33308	Utility Refund	12/30/2024	\$82.72	
33309	Utility Refund	12/30/2024	\$113.82	
33310	Utility Refund	12/30/2024	\$57.77	
33311	Medical Reimbursement	12/30/2024	\$262.84	
33312	Medical Reimbursement	12/30/2024	\$29.88	
9900094	Core & Main LP	PO 6738 Operations Material	12/4/2024	\$16,271.47
9900095	Garver	02-05-1001 GVSUD Wastewater Master Plan	12/4/2024	\$6,331.65
9900096	Grainger	Jackets for maintenance dept	12/4/2024	\$298.60
9900097	Monarch Trophy Studio	tenure awards	12/4/2024	\$718.15
9900098	NISC	Oct 2024 Recurring Invoice	12/4/2024	\$4,701.28
9900099	Texas Excavation Safety System, Inc	Locate Service	12/4/2024	\$688.85
9900100	USA Blue Book	PO 6714 Personnel Sign	12/4/2024	\$18.40
9900101	Almanza, Blackburn, Dickie & Mitchell LLP	Legal Service	12/4/2024	\$160.00
9900102	AA South TX Backflow	Backflow Test @ 5151 FM 725	12/4/2024	\$200.00
9900103	AI'S Tire Shop, Inc.	Unit 138 Flat repair	12/4/2024	\$40.50
9900104	Angel Pest Control, Inc.	WW - COMM Rodent	12/4/2024	\$81.00
9900105	Carter's Tire Center, Inc.	Unit 106 - four new tires	12/4/2024	\$1,239.96
9900106	Cavender's Boot City	Boots	12/4/2024	\$175.00
9900107	City Public Service	Electricity	12/4/2024	\$9,575.98
9900108	Estech Systems, Inc.	Phone System	12/4/2024	\$949.73
9900109	Everon, LLC	Security System	12/4/2024	\$519.60
9900110	Fastest Labs of New Braunfels & Seguin	Drug Testing	12/4/2024	\$228.00
9900111	Lane Equipment Company	WW - Ice Machine	12/4/2024	\$247.00
9900112	Medical Air Services Association (MASA)	Medical	12/4/2024	\$540.00
9900113	PMSI (Postage)	Escrowed Postage	12/4/2024	\$3,699.56
9900114	Principal Financial Group	Retirement Plan	12/4/2024	\$16,345.17
9900115	WM Corporate Services, Inc.	Garbage	12/4/2024	\$174.56
9900116	PMSI (Postage)	Escrow	12/4/2024	\$6,200.00
9900117	Badger Meter	Subscription-remaining balance	12/4/2024	\$151.20
9900118	Verizon - Business	I phone and I pads	12/5/2024	\$6,461.07
9900119	Pitney Bowes Bank Inc. Purchase Power	Postage	12/6/2024	\$247.00

9900150	Brookswatson & Co., PLLC	Contracted Services	12/11/2024	\$12,000.00
9900151	Cavender's Boot City	Boots	12/11/2024	\$143.99
9900152	Cintas	Cabinet refill	12/11/2024	\$660.30
9900153	City Wide Facility Solutions of San Antonio	Trash Bags	12/11/2024	\$70.00
9900154	Core & Main LP	PO 6742 Operations Material	12/11/2024	\$9,638.09
9900155	Cummins	PO 6720 PM Inspection	12/11/2024	\$2,253.09
9900156	Harvest Hills Treatment, LTD.	Sewer fees collected	12/11/2024	\$12,488.10
9900157	PMSI (Stmt)	Statement	12/11/2024	\$2,841.52
9900158	USA Blue Book	PO 6747 Rubber boots, rain pants, hoodie	12/11/2024	\$1,085.20
9900159	Xylem Water Solutions U.S.A., Inc.	WW - Chain Assembly for Jockey Pump	12/11/2024	\$4,496.00
9900160	GVEC	Internet	12/11/2024	\$20,036.77
9900161	Angel Pest Control, Inc.	Comer Rodent - Quarterly	12/17/2024	\$364.00
9900162	Brauntex Materials, Inc.	Sand for parade	12/17/2024	\$439.04
9900163	Canyon Regional Water Authority	Raw water and bond payments	12/17/2024	\$782,376.31
9900164	Carter's Tire Center, Inc.	Unit # 127 Flat Repair	12/17/2024	\$19.50
9900165	Cavender's Boot City	Work Boots	12/17/2024	\$157.49
9900166	Cintas	Refill Medical Cabinet WWTP	12/17/2024	\$121.55
9900167	Core & Main LP	PO 6748 Operations Material	12/17/2024	\$18,440.09
9900168	DSS Driving Safety Services, LLC	Drug Testing	12/17/2024	\$323.00
9900169	Edmunds Govtech	IVR Usage	12/17/2024	\$16.73
9900170	Grainger	PO 6746 hooded jackets	12/17/2024	\$259.49
9900171	Hierholzer Engineering, Inc.	PO 6443 Abbott Rd Lift Station Alarm Malfunction repair	12/17/2024	\$23,320.00
9900172	Holt Cat	Unit 315 - Troubleshoot Exhaust Piping	12/17/2024	\$1,419.25
9900173	Kustom Kleanning - Ronald H. Wesch	Janitorial WW- Plant	12/17/2024	\$400.00
9900174	M & M Auto and Truck Parts	Unit # 122, 117, 106, 114 Windshield Wash and Wiper Blades	12/17/2024	\$110.90
9900175	Purchase Power	Postage	12/17/2024	\$200.00
9900176	Samsara Inc.	License for dual dash cam for units	12/17/2024	\$24,736.92
9900177	Second Nature Compost, LLC	Sludge	12/17/2024	\$425.00
9900178	Terrill & Waldrop	GVSUD-Legal Services	12/17/2024	\$27,912.50
9900179	Texas Excavation Safety System, Inc	Locate Service	12/17/2024	\$557.75
9900180	Tobin Auto/Grease Monkey	Unit # 102	12/17/2024	\$209.25
9900181	Trihydro Corporation	Zipp Family Sports Park Resident Project Representative	12/17/2024	\$59,042.67
9900182	USA Blue Book	Turbidimeter Kit Hatch # 2100Q01...	12/17/2024	\$2,547.59
9900183	Utility Engineering Group, PLLC	Seguin Roadster Plan Review	12/17/2024	\$423,409.27
9900184	Austin Armature Works, LP	V4520 - GE 75 hp, 188 rpm, 460V, 3 phase frame L365TP16, WPI, Vertical Hollow Shaft , Installation	12/17/2024	\$20,358.71
9900185	Baker Tilly US, LLP	Strategic Planning Project	12/17/2024	\$13,290.00
9900186	Cintas	First Aid Cabinet Refill HQ	12/17/2024	\$363.84
9900187	Core & Main LP	PO 6742 Operations Material	12/17/2024	\$1,028.21
9900188	Peak Beverage	12/13/2024 Christmas Party	12/17/2024	\$59.90
9900189	To Have & To Fold	12/13/2024 Christmas Party - Table Cloth/Napkins/Silverware (Remaining Balance)	12/17/2024	\$32.43
9900190	City Public Service	Electricity	12/30/2024	\$1,538.50
9900191	Fastest Labs of New Braunfels & Seguin	Drug Testing	12/30/2024	\$57.00
9900192	GVEC	Electricity	12/30/2024	\$20,703.58
9900193	Pitney Bowes Bank Inc. Purchase Power	Lease	12/30/2024	\$492.06
9900194	Principal Financial Group	Retirement Plan	12/30/2024	\$33,644.05
9900195	WM Corporate Services, Inc.	Garbage	12/30/2024	\$218.45
9900196	Verizon - Business	I-Phones and I-Pads	12/30/2024	\$3,252.72
		Total Checks:		\$3,070,302.31

Green Valley Special Utility District
Investment Report
October 1 - December 31, 2024

Accounts	September 30, 2024	December 31, 2024	October Earnings	November Earnings	December Earnings	Quarterly Earnings	Interest Rate	Maturity Date
Operating Accounts								
Frost - Operating	\$ 175,666.56	\$ 1,391,292.81	\$ -	\$ -	\$ -	\$ -	0.00%	
Frost - Web Checks	\$ 11,887.48	\$ 88,025.78	\$ -	\$ -	\$ -	\$ -	0.00%	
FUB - Credit Cards	\$ 283,032.73	\$ 347,738.96	\$ 132.25	\$ 159.41	\$ 133.58	\$ 425.24	0.49%	
Total Operating Accounts	\$ 470,586.77	\$ 1,827,057.55	\$ 132.25	\$ 159.41	\$ 133.58	\$ 425.24		
Reserve/Restricted Accounts								
SB&T - Operating Reserves*	\$ 101,212.92	\$ 189,537.01	\$ 2,164.77	\$ 2,292.85	\$ 2,306.20	\$ 6,763.82	3.92%	
Frost TWDB ...6397	\$ 70,788.73	\$ 277,154.92	\$ -	\$ -	\$ -	\$ -	0.00%	
Frost USDA ...6370	\$ 27,199.56	\$ 35,050.56	\$ -	\$ -	\$ -	\$ -	0.00%	
BOT- TWDB 2011 Rev. Bonds	\$ 80,042.74	\$ 81,321.74	\$ 324.51	\$ 316.50	\$ 296.49	\$ 937.50	4.61%	
Frost Debt Service Reserve ...6354	\$ 646,922.77	\$ 720,567.91	\$ -	\$ -	\$ -	\$ -	0.00%	
Total Reserve/Restricted Accounts	\$ 926,166.72	\$ 1,303,632.14	\$ 2,489.28	\$ 2,609.35	\$ 2,602.69	\$ 7,701.32		
Investment Pool Accounts								
Texpool - Operating Reserves	\$ 593,055.47	\$ 600,161.32	\$ 2,474.62	\$ 2,315.33	\$ 2,315.90	\$ 7,105.85	4.74%	
Logic - Operating Reserves	\$ 10,868,061.41	\$ 11,347,817.76	\$ 45,387.05	\$ 44,823.14	\$ 43,771.84	\$ 133,982.03	4.72%	
Logic - Operating II Reserves	\$ 10,576,056.88	\$ 9,672,232.87	\$ 44,826.88	\$ 40,575.36	\$ 38,424.59	\$ 123,826.83	4.72%	
Logic - Water Acquisition	\$ 75,208.55	\$ 2,928,425.52	\$ 318.80	\$ 299.82	\$ 6,598.35	\$ 7,216.97	4.72%	
Logic - CIAC	\$ 3,728,023.38	\$ 5,523,576.84	\$ 15,811.21	\$ 14,879.77	\$ 18,687.48	\$ 49,378.46	4.72%	
Texpool - Impact Reserves	\$ 546,579.25	\$ 553,128.24	\$ 2,280.72	\$ 2,133.88	\$ 2,134.39	\$ 6,548.99	4.74%	
Logic - Impact Reserves	\$ 10,690,669.44	\$ 11,469,880.63	\$ 46,054.87	\$ 44,124.97	\$ 45,288.83	\$ 135,468.67	4.72%	
Total Pool Accounts	\$ 37,077,654.38	\$ 42,095,223.18	\$ 157,154.15	\$ 149,152.27	\$ 157,221.38	\$ 463,527.80		
Investment Accounts								
SB&T - CD Operating 3826*	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	3/1/2025
SB&T - CD W&WW Debt Service Reserve Funds 5808	\$ 2,025,205.48	\$ 2,050,451.19	\$ -	\$ -	\$ 25,245.71	\$ 25,245.71	4.92%	6/30/2025
Total Investment Accounts	\$ 2,525,205.48	\$ 2,550,451.19	\$ -	\$ -	\$ 25,245.71	\$ 25,245.71		
Escrow Accounts								
Frost - Abbott Rd Project	\$ 1,132,577.79	\$ 365,373.40	\$ -	\$ -	\$ -	\$ -	0.00%	
Total Escrow Accounts	\$ 1,132,577.79	\$ 365,373.40	\$ -	\$ -	\$ -	\$ -		
Total Cash	\$ 42,132,191.14	\$ 48,141,737.46	\$ 159,775.68	\$ 151,921.03	\$ 185,203.36	\$ 496,900.07		

* CD interest goes to operating account

The above reporting is submitted in accordance with Public Fund Investment Act and the Authority's Investment Report

Prepared By _____
 Gina Buntin, Financial Controller

Approved By _____
 John Frias, President

Attested By _____
 James Hendrix, Secretary/Treasurer



MEMORANDUM

Date: January 23, 2025

To: Green Valley Special Utility District (GVSUD) Board of Directors

From: Phillip K. Gage, General Manager

RE: GVSUD General Manager Update

STAFFING

Current Staffing level is 55 employees.

lea a Water Maintenance Foreman position vacant, which we will look to promote from within. I have two job announcements for Utility Technicians in the Water Maintenance Department advertised. Operations Manager Intern, Brian Plover, on-board for his 60-day internship on Jan 13.

Strategic Plan Project

The strategic planning effort is progressing toward planning milestones. The strategic planning workshop was a complete success. We have everything we need to apply the key performance indicators (KPI) to the multiple tasks and goals as defined during the workshop. Next step is to complete the KPI work, and begin the drafting and review process. We are on track to finalize the plan by the end of the quarter.

TCEQ Water Impact Fee Approval Update

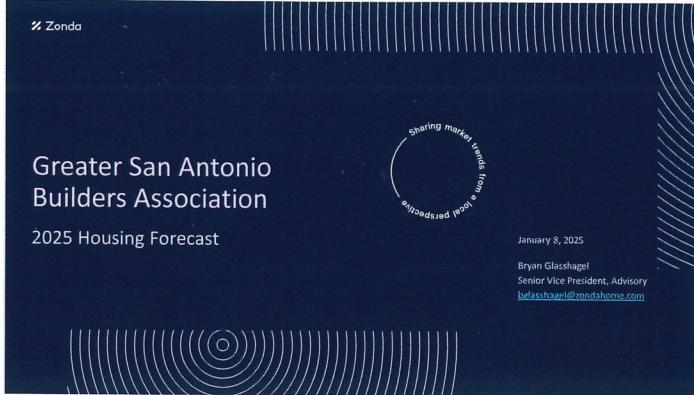
On December 23, 2025, our 30-day waiting period for TCEQ approval began. We have complied with public notifications in local newspapers, as well as mailing the TCEQ notices to potential developers and landowners. Once the 30-day waiting period expires, we will expect the final TCEQ approval notice in 30-45 days. Estimate full implementation by the end of the quarter.

Housing Forecast

202

San Antonio 2024 Housing Forecast

Bryan Glasshagel
% Zonda



#1 provider in new home construction data solutions



BuildingProductPro

Essential housing insights for
building product suppliers



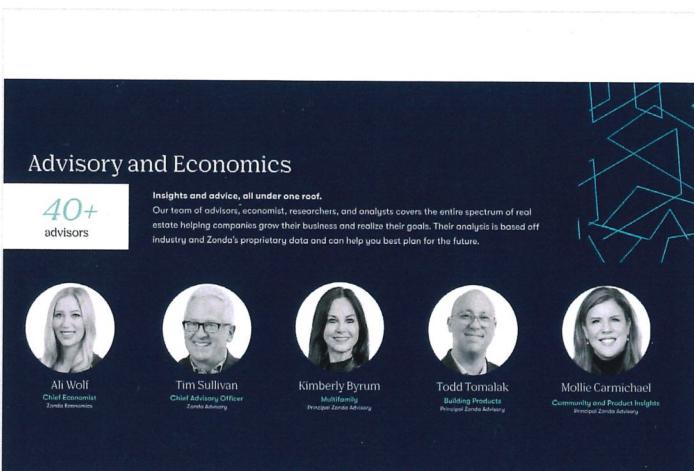
MortgagePro.

Helping mortgage lenders
secure builder business

Enterprise.

The complete data solution
for home builders

zondahome.com/products/data-intelligence



Zonda

Here To Help Your San Antonio Team

- Get local support on:
- Market data and trends;
- The various products and services we offer; and
- Member services, orientation, and training.



**Bryan
Glasshagel**
SVP, Advisory



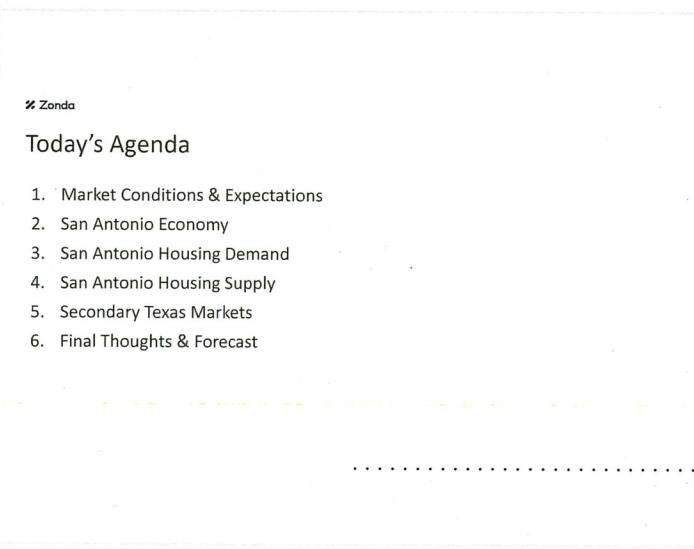
**Adam
Perdue**
Director, Advisory



**Lilianna
Stelmach**
Director of Business Development



**Lloyd
Vaughn**
Director of Business Development



San Antonio 2025 Housing Forecast

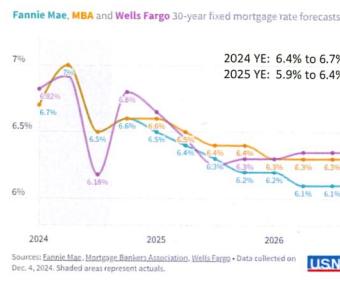
Bryan Glasshagel
Zonda

Zonda

Is Higher For Longer Back?

What Drives Mortgage Rates?

- The Fed – Guiding us down to neutral
- Investor Sentiment – What will the Fed do next?
- MBS / Treasury Markets Investors – Banks, investors, foreign governments, etc.
- Economic Data – Is the economy growing, contracting, or stagnating



Zonda

Rate & Buyers Trends in Texas

What rate are you willing/able to get for buydowns? (percentage of respondents)

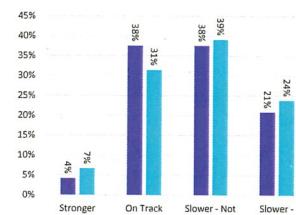
1. Mid 4.0%'s (11%)
2. High 4.0%'s (32%)
3. Low 5.0%'s (14%)
4. Mid 5.0%'s (14%)



Zonda

Builder Outlook in Texas is Mixed

How is November shaping up for your local operation versus your expectations?



What is your plan for housing starts in 2025?



Zonda

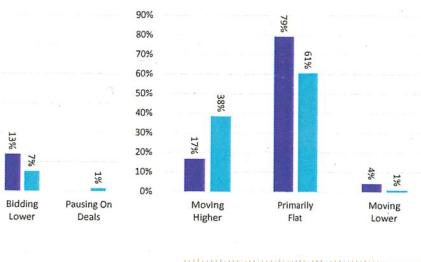
Land Market in Texas Remains Unfazed

How are you thinking about your land acquisition strategy?

Texas
National

What are you seeing with land prices the last few months?

Texas
National



Zonda

Builders Description of the San Antonio Housing Market

Inconsistent

Watching Rates
Knife Fight

Slow, Cautious, and
Rate Sensitive

On the Rise

SOURCE: ZONDA

Zonda

Texas Dominates New Home Starts Nationally

Top 25 Housing Starts Markets (3Q2024)

Rank	Market	3Q24 Annualized Starts	3Q24 YOY Change
1	Dallas	44,671	13%
2	Houston	38,235	15%
3	Phoenix	23,399	50%
4	Atlanta	19,233	6%
5	San Antonio	17,753	33%
6	Austin	17,091	33%
7	Orlando	16,959	-2%
8	Tempe	12,459	3%
9	Charlotte	11,625	0%
10	Baltimore	11,402	12%
11	Portland/Seasiderine	10,871	2%
12	Las Vegas	10,670	27%
13	Memphis	10,503	64%
14	Washington, DC	10,429	2%
15	Sacramento	10,387	30%
16	Jacksonville	10,297	12%
17	Richmond	9,852	3%
18	Lakeland	8,556	2%
19	Denver	8,291	20%
20	Portland	8,238	100%
21	Seattle	7,836	37%
22	Minneapolis	7,121	13%
23	Des Moines	7,049	20%
24	Chicago	6,947	19%
25	Indy/Indianapolis	6,945	16%

5th

San Antonio Starts Rank

5th

San Antonio YOY %

Change Rank

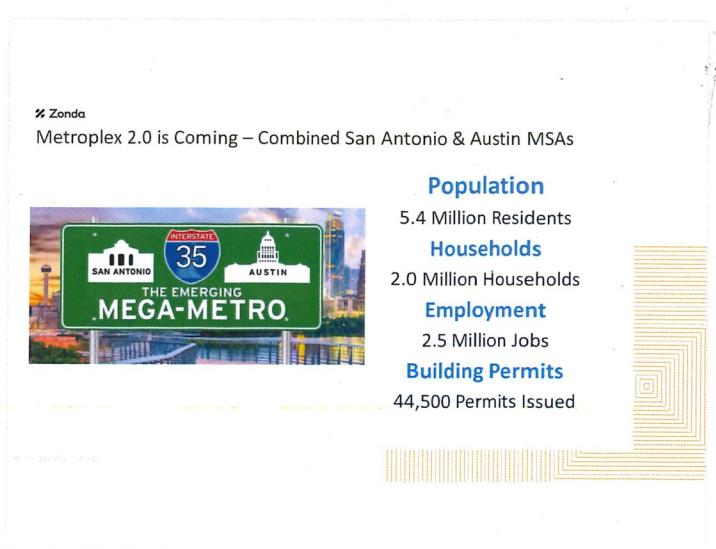
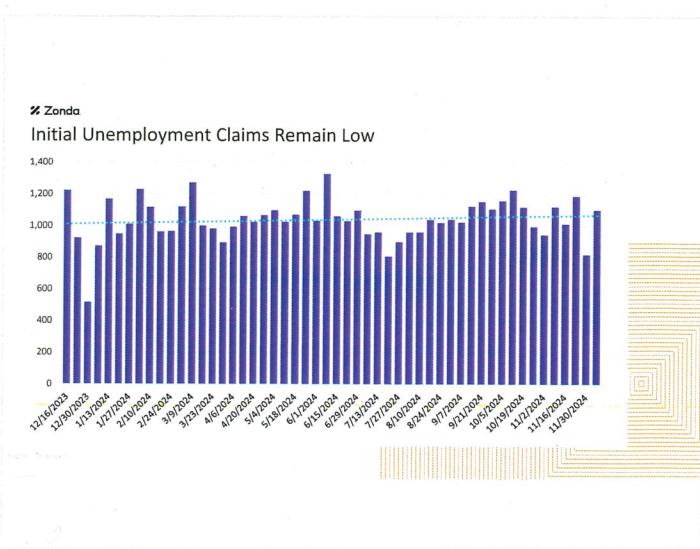
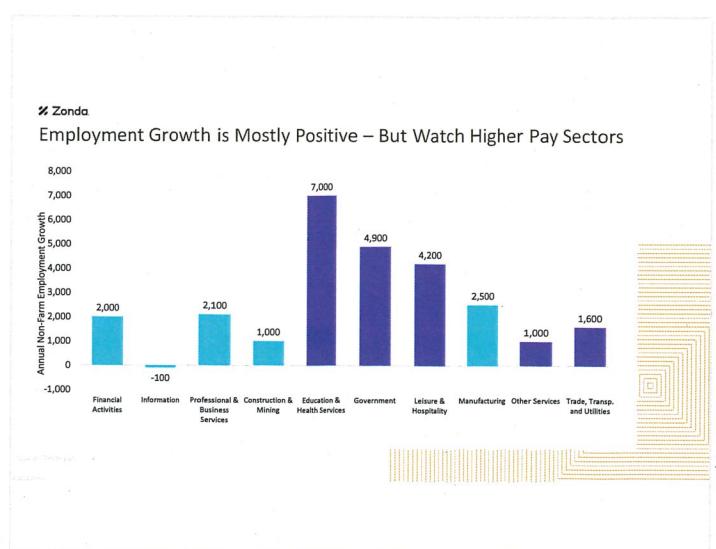
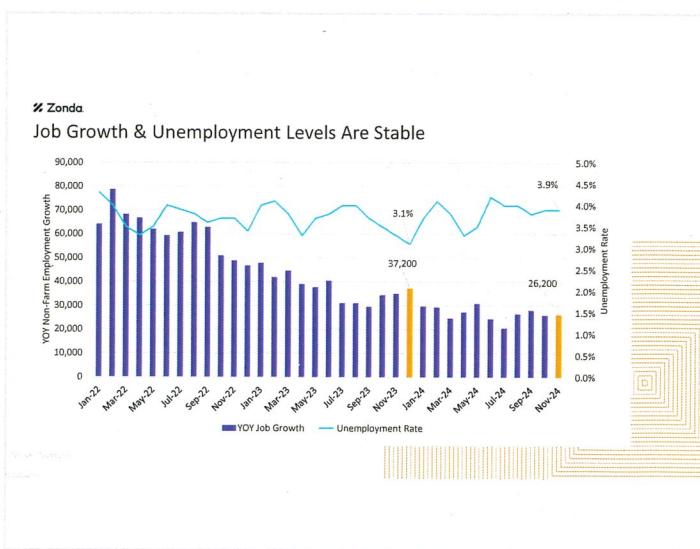
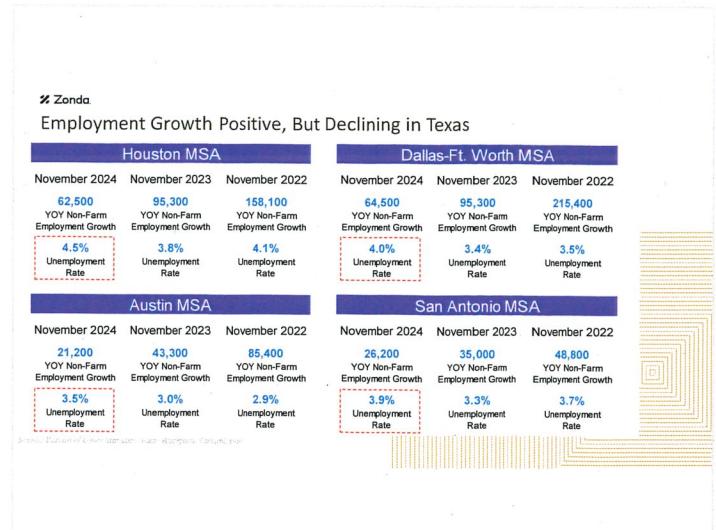
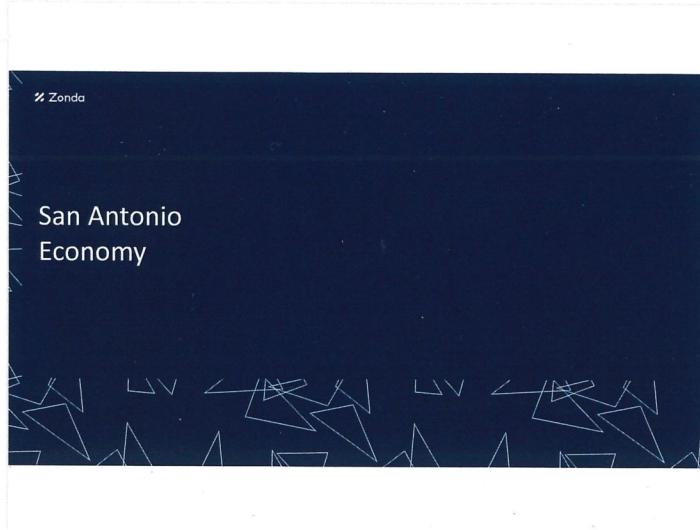
88%

Starts are Up YOY in 22
of the Top 25 Markets

San Antonio 2025 Housing Forecast

Bryan Glasshagel

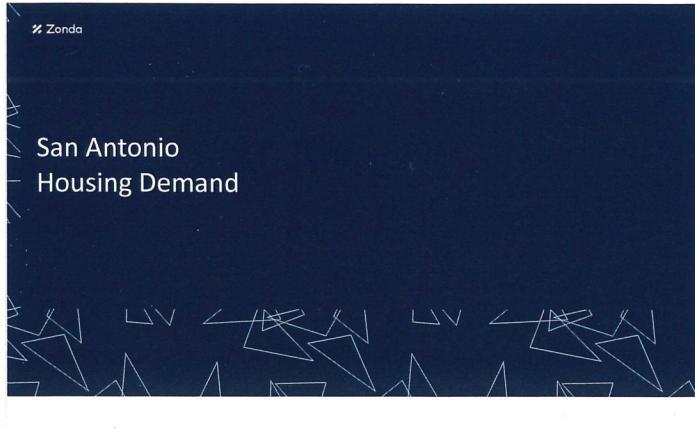
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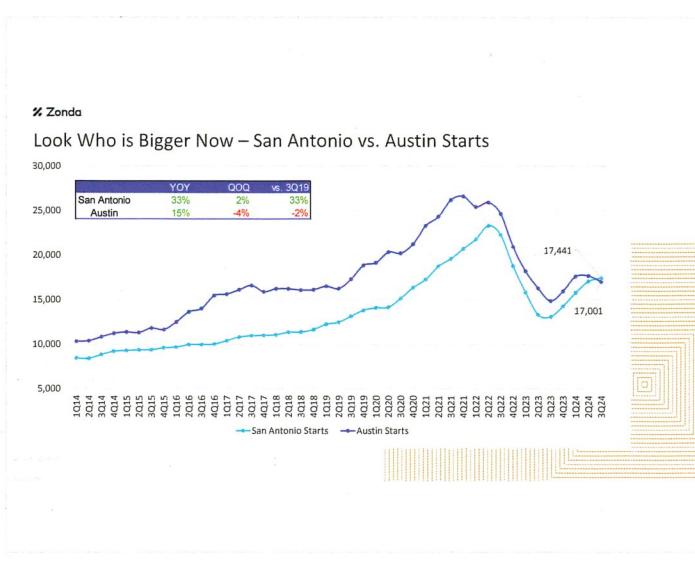
San Antonio 2025 Housing Forecast

Bryan Glasshagel

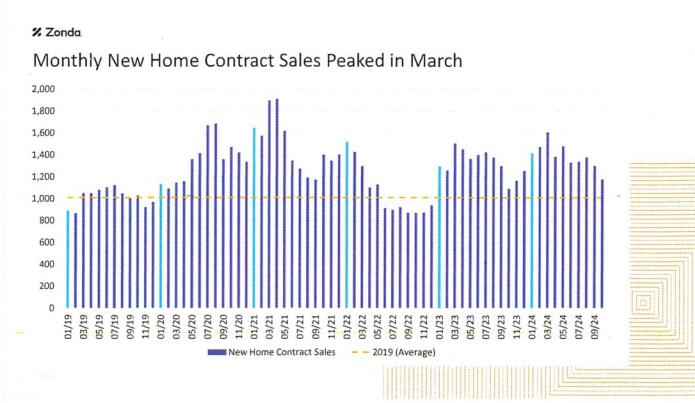
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New Home Closings Continue to Outpace Starts



New Home Market Captured 33% of Total Closings in 2024



Project Sales Rates in San Antonio Remain Above National Numbers

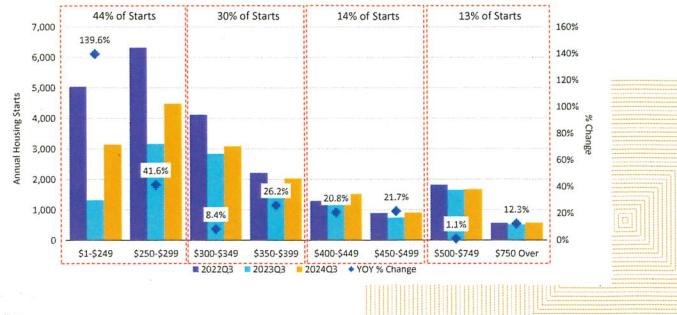


San Antonio 2025 Housing Forecast

Bryan Glasshagel
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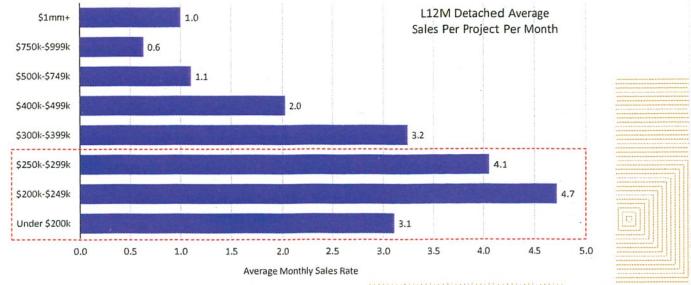
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Start Activity is Up Most Significantly for Under \$300,000 Price Points



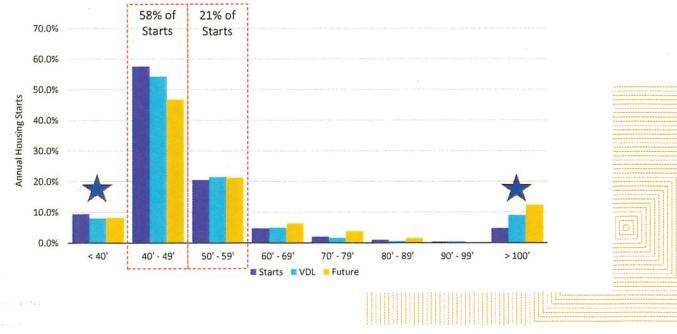
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Strongest Sales Rates For Under \$300,000 Segments (Elastic Market)

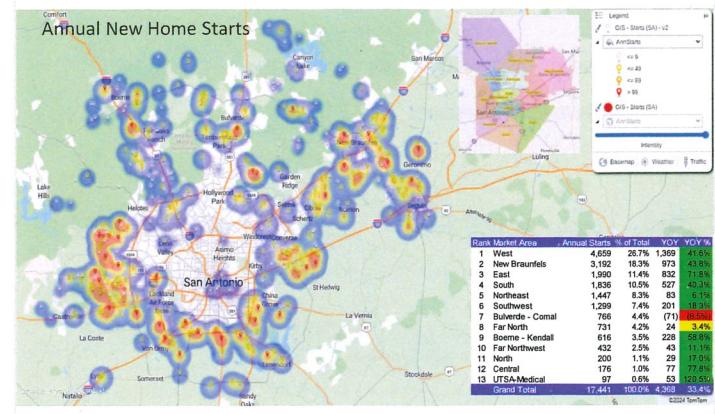


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40' and 50' Wide Lots Dominate – But Don't Ignore the "Barbell Ends"

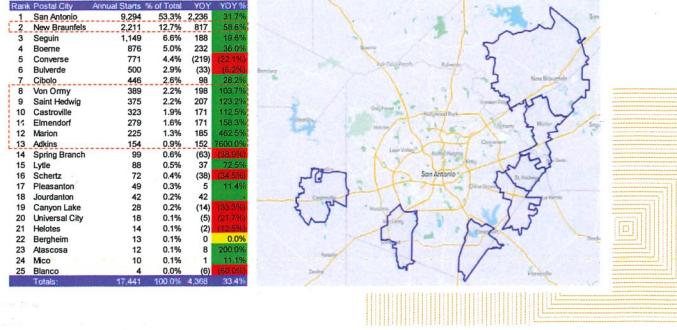


Annual New Home Starts

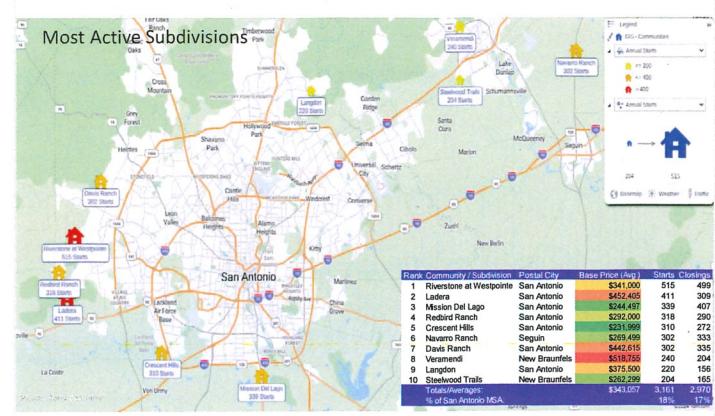


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Most Cities Are Showing YOY Start Growth – "Emerging East"



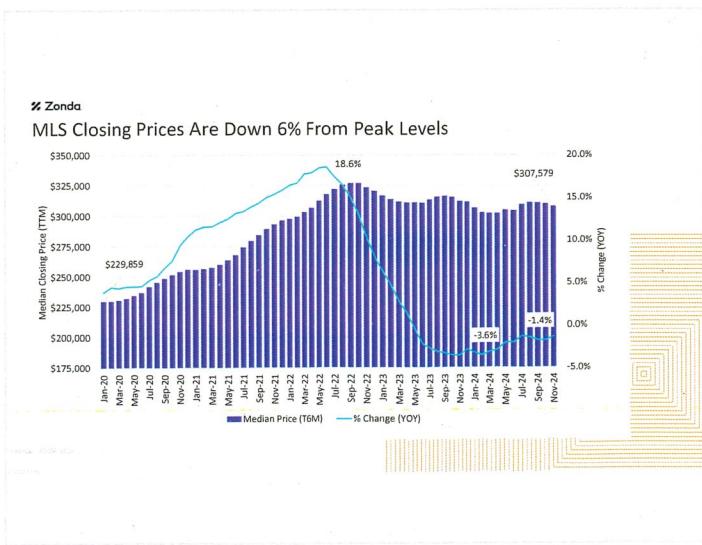
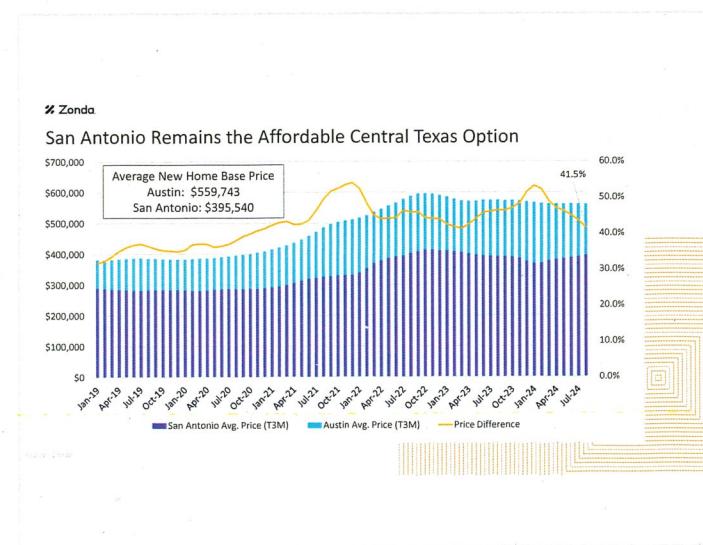
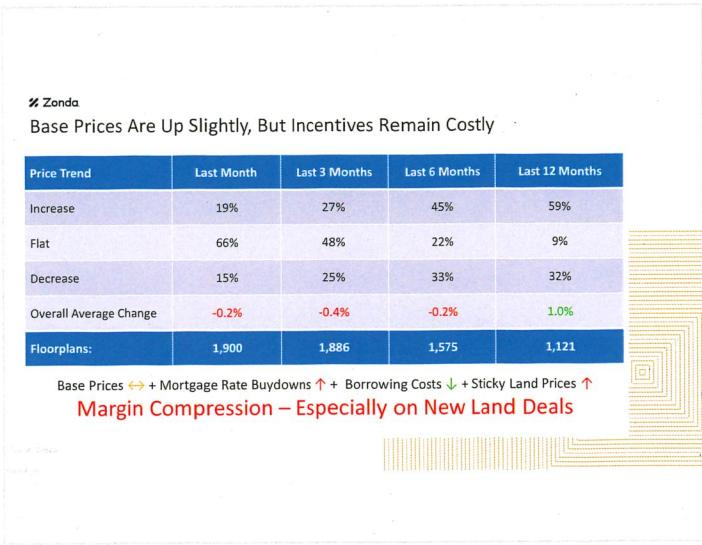
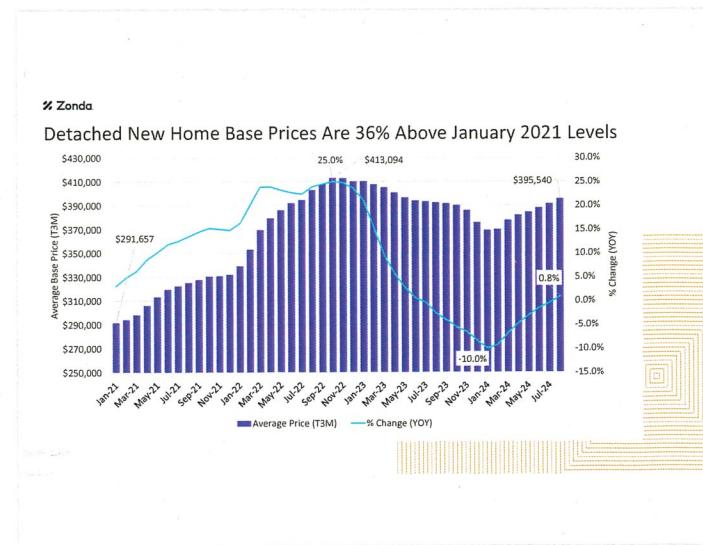
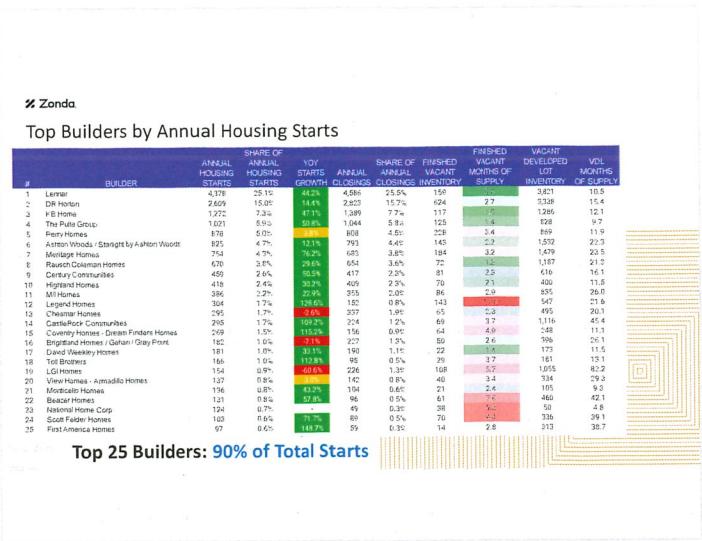
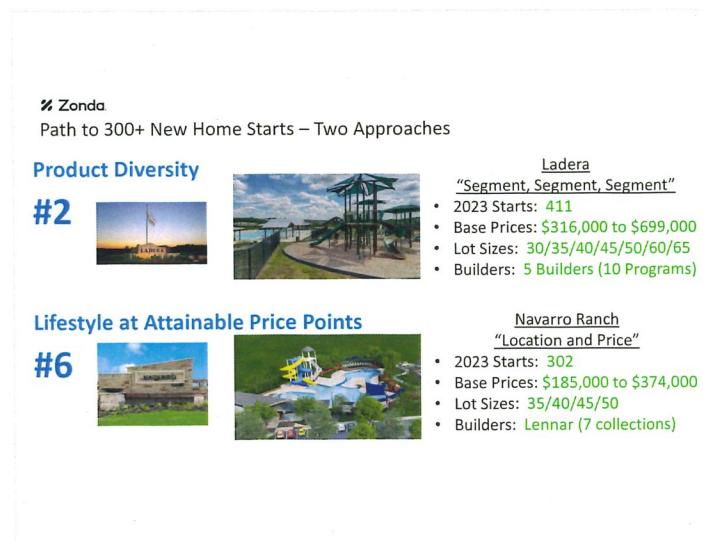
Most Active Subdivisions



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San Antonio 2025 Housing Forecast

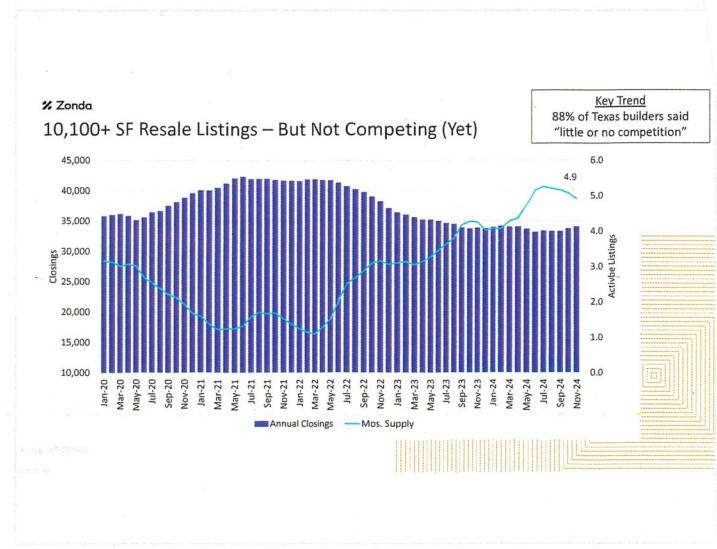
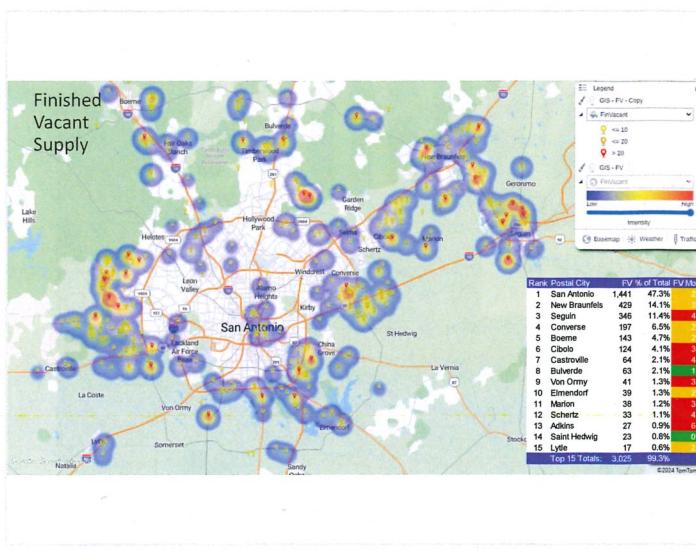
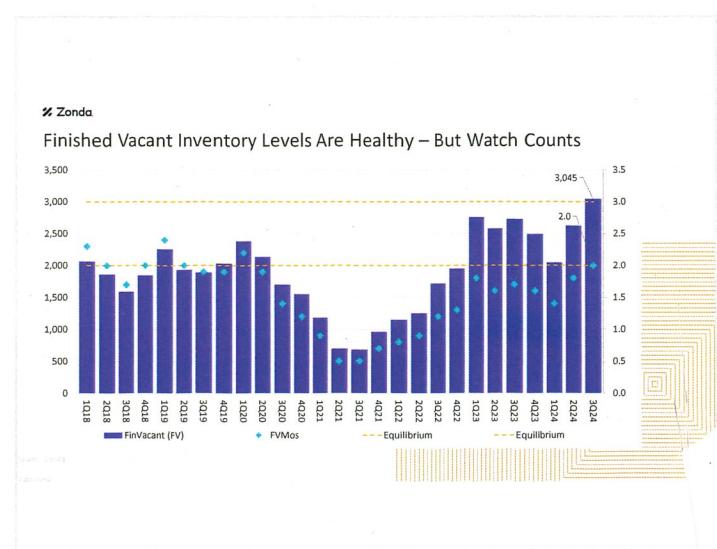
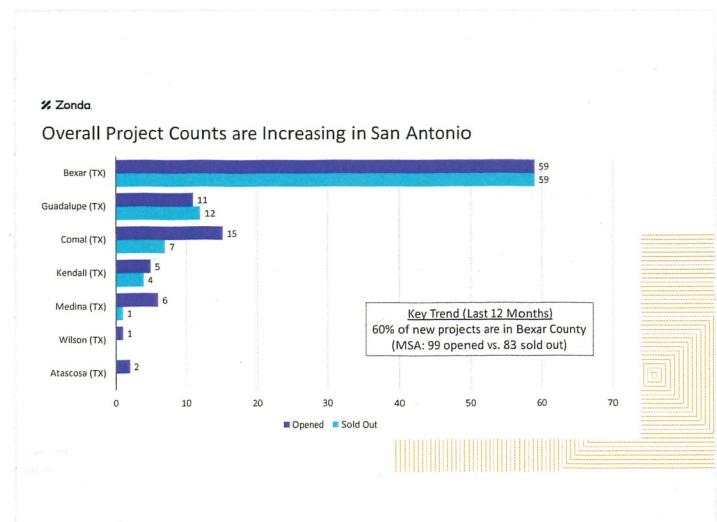
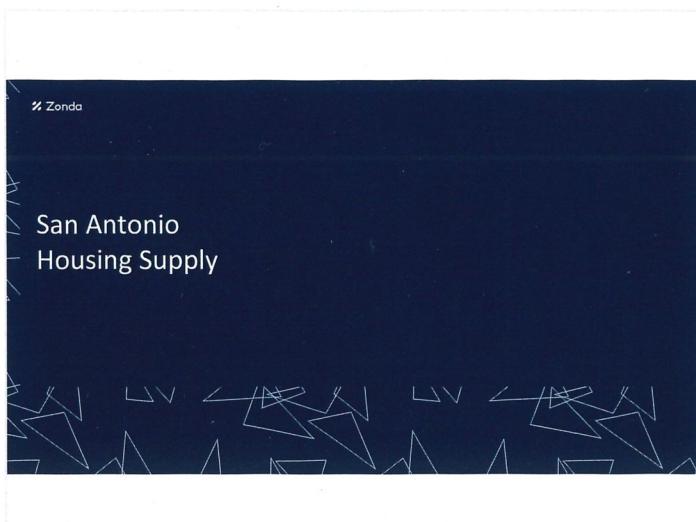
Bryan Glasshagel
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San Antonio 2025 Housing Forecast

Bryan Glasshagel

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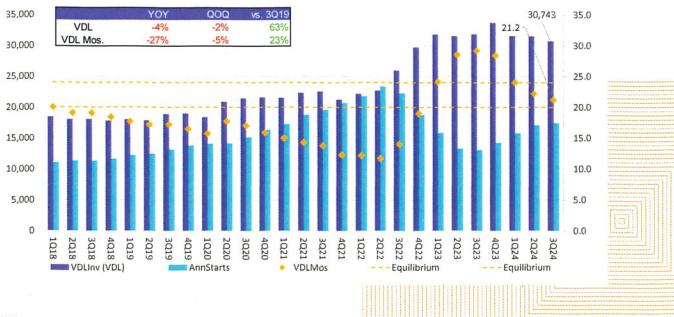
San Antonio 2025 Housing Forecast

Bryan Glasshagel

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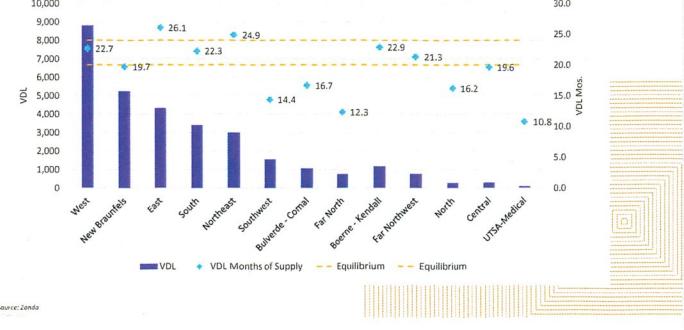
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Vacant Developed Lot Supply is Balanced in San Antonio



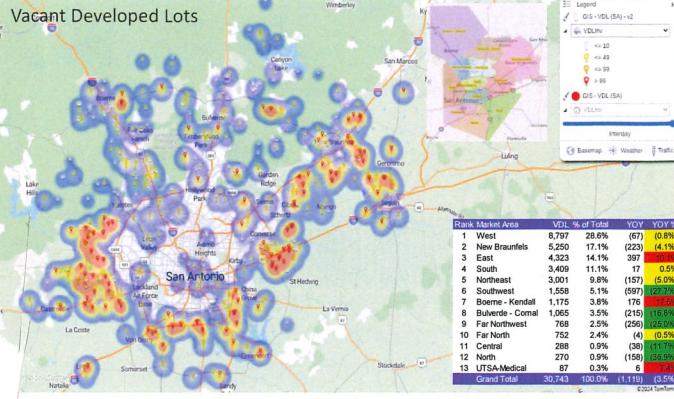
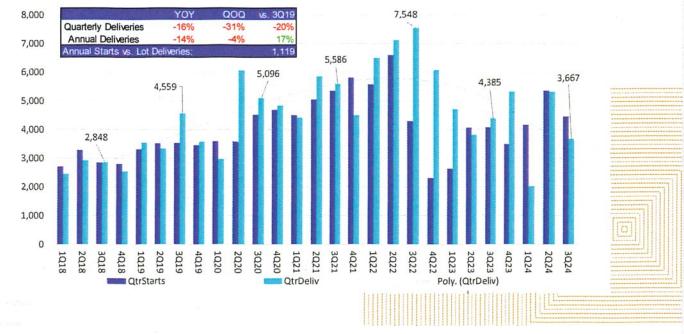
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VDL Months of Supply is Not a Concern in Most Market Areas



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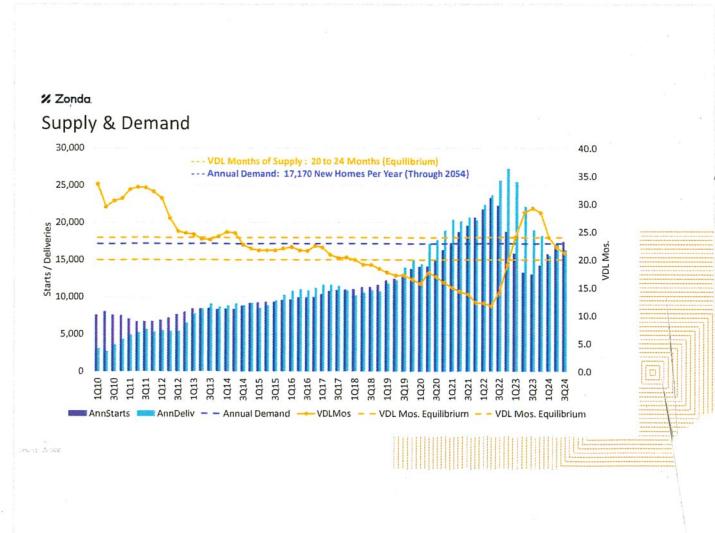
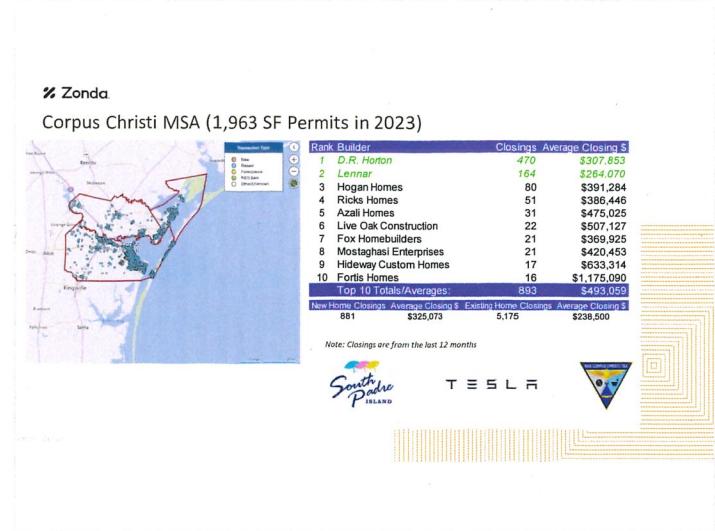
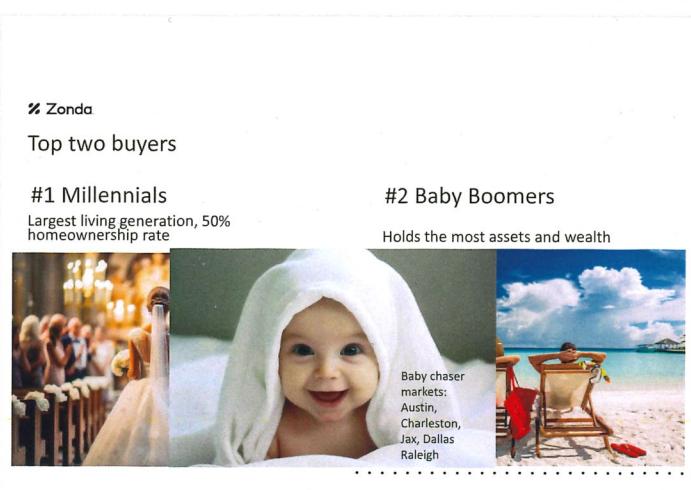
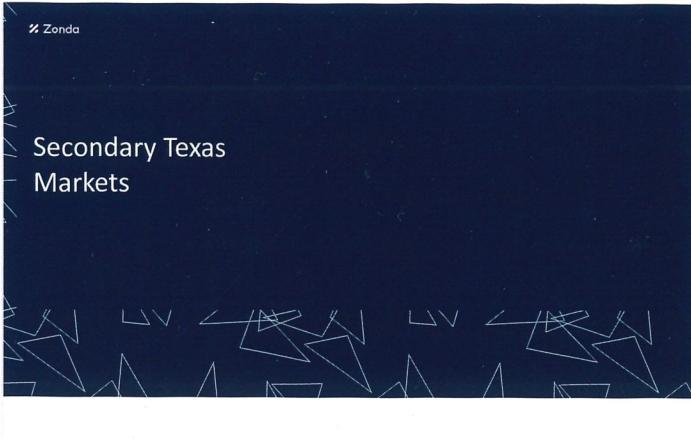
Lot Deliveries Are Slowing & Lagging Start Activity



San Antonio 2025 Housing Forecast

Bryan Glasshagel

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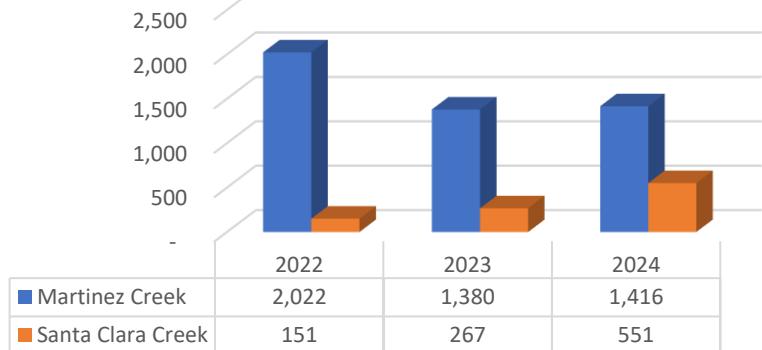




MEMORANDUM

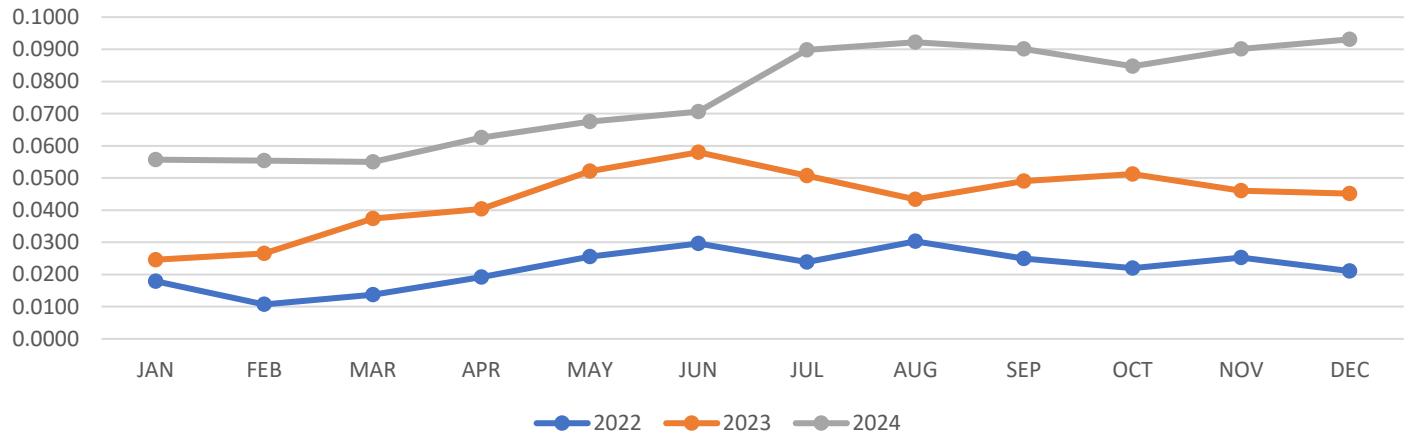
Date: January 23, 2025
To: Board of Directors
From: Phil Gage, General Manager
Re: 2024 Year-End Operations Report

Year-End 2024 Sewer Connections



- ❖ 1,967 total sewer connections
 - 1,416 Martinez Creek (SARA)
 - 36 Meters set in 2024
 - 551 Santa Clara WWTP
 - 145 Meters set in 2024

Sewer Daily Average Flows by Month



2024 Annual Daily Flow Average	2022	2023	2024
MG Daily Avg	<u>0.0220</u>	<u>0.0437</u>	<u>0.0756</u>

Year-End 2024 Sewer Billing Totals



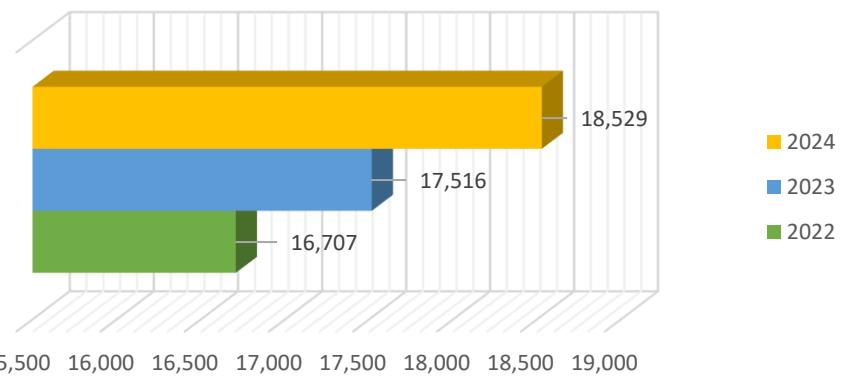
Year-End 2024 Water Billing Totals



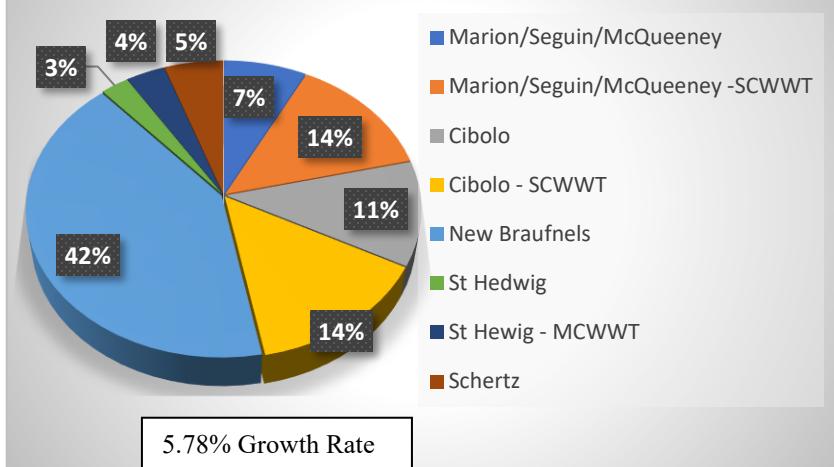
\$1,224,884.95 total sewer billing
 ➤ **\$377,433.05** Santa Clara WWTP
 ➤ **\$847,451.90** Martinez Creek
\$22,459,949.89 total water Billed

Year-End 2024 Total Meters in the Ground

- ❖ 18,529 meters have been set in our system.
- ❖ 507 Inactive Accounts
- ❖ 18,022 Active Accounts



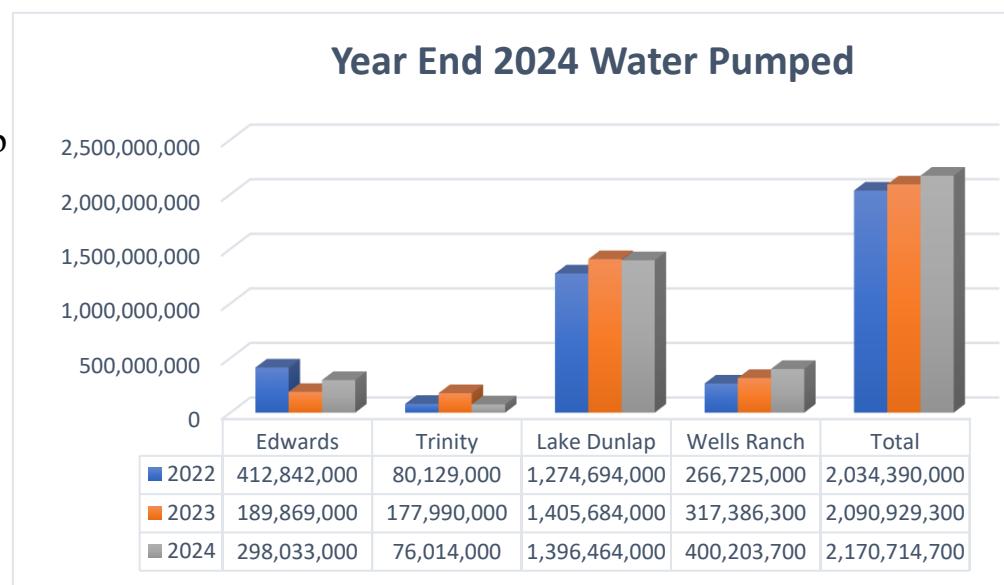
Year-End Meter Sets 2024



- ❖ 1013 Meters set during 2024
 - 76 Marion/Seguin/McQueeney
 - 139 Marion/Seguin, McQueeney-SCWWT
 - 116 Cibolo
 - 145 Cibolo - SCWWT
 - 421 New Braunfels
 - 26 St Hedwig
 - 36 St Hedwig - MCWWT
 - 54 Schertz

- ❖ 2,170,714,700 gallons of water was pumped into the distribution system

- 298,033,000 Edwards Aquifer
- 76,014,000 Trinity Aquifer
- 1,796,667,70 CRWA
 - 1,396,464,000 Lake Dunlap
 - 400,203,700 Wells Ranch



- ❖ 11,500 Work Orders Completed

- 551 Leaks - Est. 9,812,818.74 gallons lost
 - 76 Service: Tubing, Copper
 - 318 Main
 - 69 Under 2"
 - 180 2" to 6"
 - 69 8" and larger
 - 152 Other
 - 30 Washer leaks
 - 122 Customer leak checks
- 1,223 Change Out/Hung Meters

- ❖ 1941 Locates

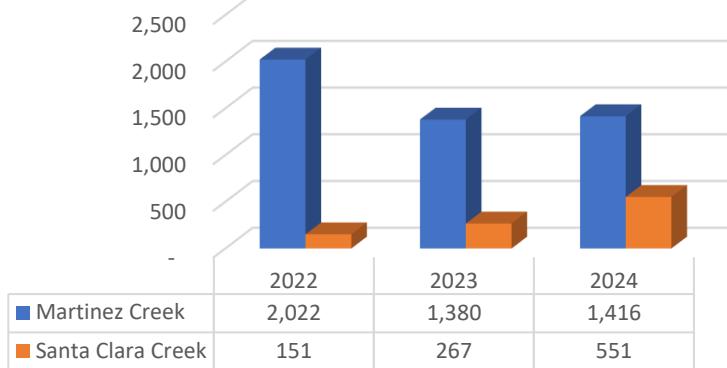
- ❖ 11,139,590.09 gallons flushed during regular system maintenance
 - 6,099,750.00 gallons routine flushing
 - 4,122,200.43 gallons flushed for construction
 - 917,639.66 gallons fire hydrant tampering
- ❖ 42,024.39 gallons of inactive account usage



MEMORANDUM

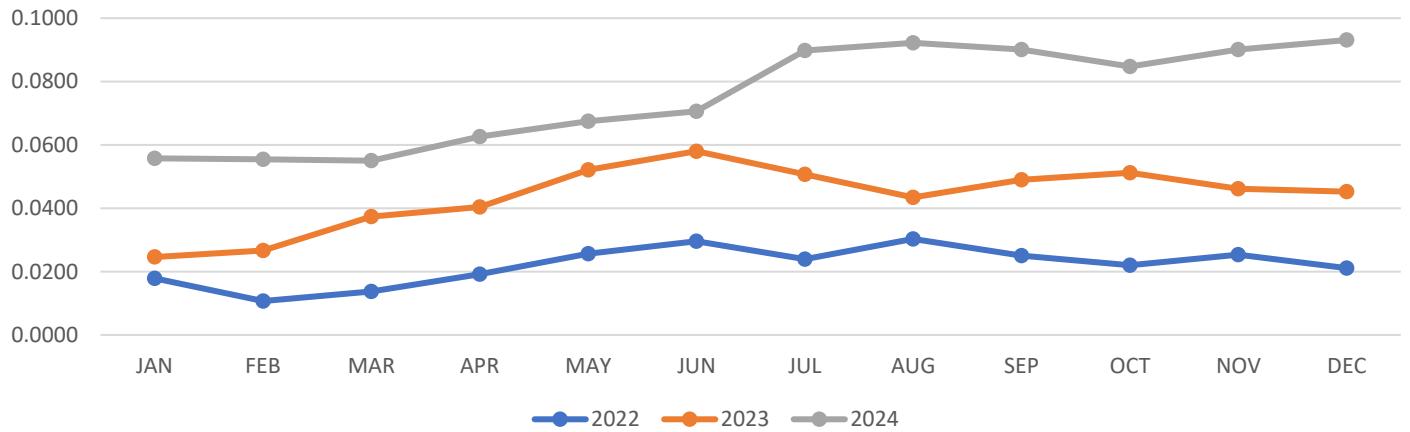
Date: January 23, 2025
To: Board of Directors
From: Phil Gage, General Manager
Re: December 2024 Operations Report

December Sewer Connections



- ❖ 1,967 total sewer connections
 - 1,416 Martinez Creek (SARA)
 - 551 Santa Clara WWTP

Sewer Daily Average Flows



2024 Wastewater Daily Flow

	OCT	NOV	DEC
MG Daily Avg	<u>0.0847</u>	<u>0.0901</u>	<u>0.0931</u>
Permit MG Daily Avg	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Percent	<u>33.88%</u>	<u>36.04%</u>	<u>37.24%</u>

December Sewer Billing Totals

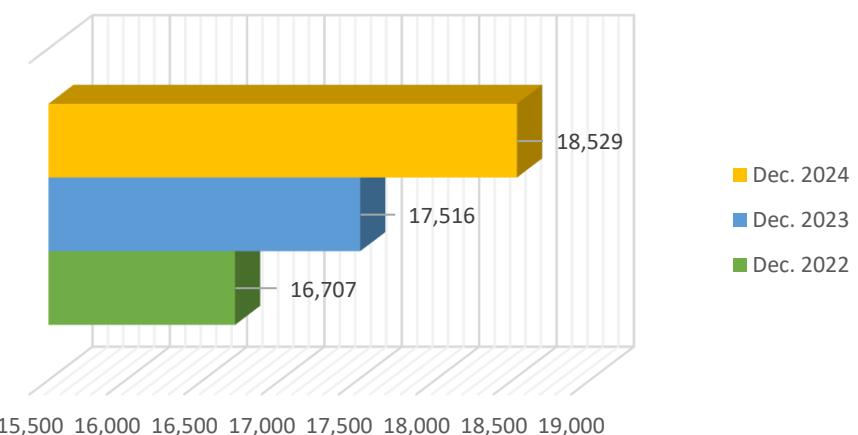


December Water Billing Totals

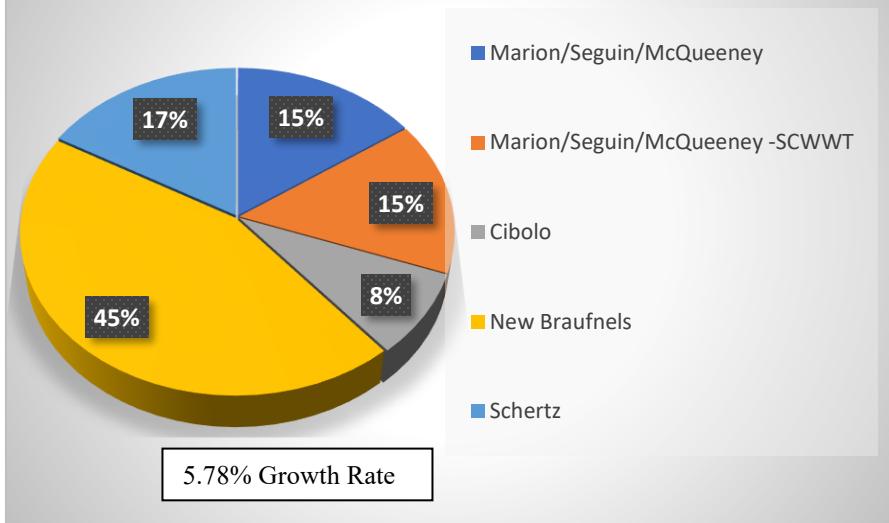


- ❖ \$119,715.37 total sewer billing
 - \$44,354.07 Santa Clara WWTP
 - \$75,361.30 Martinez Creek
- ❖ \$2,116,932.41 total water Billed

December Total Meters in the Ground



December Meter Sets 2024

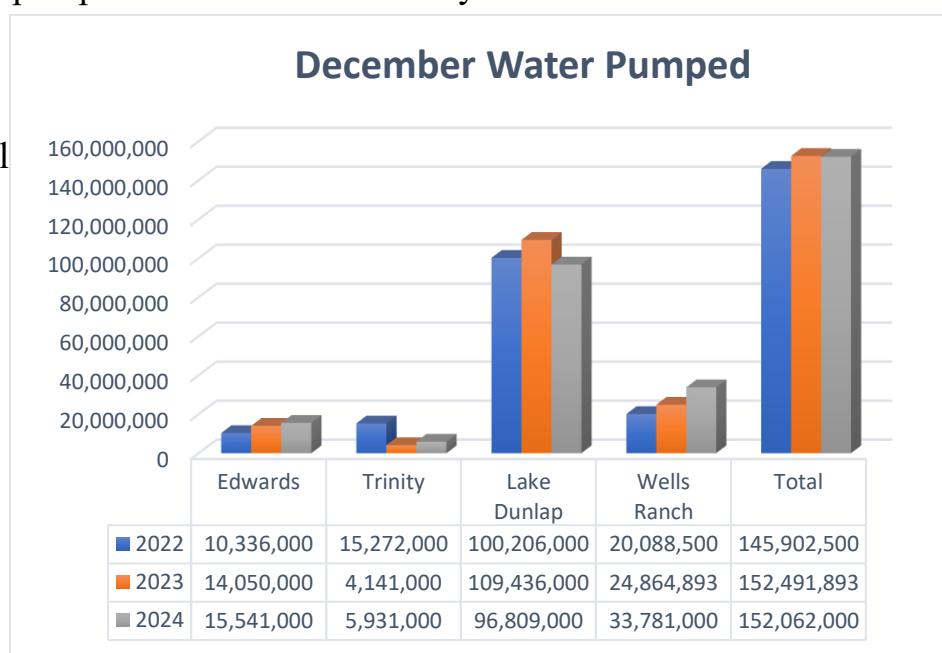


78 Meters set during September

- 11 Marion/Seguin/McQueeney
- 11 Marion/Seguin, McQueeney-SCWWWT
- 6 Cibolo
- 32 New Braunfels
- 6 St Hedwig
- 12 Schertz

- ❖ 152,062,000 gallons of water was pumped into the distribution system

- 15,541,000 Edwards Aquifer
- 5,931,000 Trinity Aquifer
- 130,590,000 CRWA
 - 96,809,000,000 Lake Dunlap
 - 33,781,000 Wells Ranch



- ❖ 825 Work Orders Completed

- 59 Leaks - Est. 152,266.50 gallons lost
 - 4 Service: Tubing, Copper
 - 24 Main
 - 8 Under 2"
 - 11 2" to 6"
 - 5 8" and larger
 - 31 Other
 - 3 Washer leaks
 - 28 Customer leak checks
- 64 Change Out/Hung Meters

- ❖ 89 Locates

2024 December Estimated Leaks

Address	Leakage Rate (gpm)	Estimated time of Leak	Estimated Water Loss	Size of Line Repair	Line Size	Cause of Leak
209 Placod Cove	0.26	5 Months	56,759.04	Collar	4"	Leaking Collar
Across fm. Lake Creek FM 725	2	6hrs	600.00	(2) - 1/4"	4"	2 splits
1120 Altwein	1.7	8hrs	800.00	12"	12"	Split
123 Twisted Oak	1.5	6hrs	400.00	1/2"	4"	Split
2870 E FM 1518 N	2.34	2 days	6,895.15	1'	1"	Split
138 Oak Dr	0	0	-			Washer
138 Oak Dr	0	0	-			Washer
3765 Weil Rd	0	0	-	Service		Angle Head
130 Lullwood	1	1hr	100.00	1"	1"	Service
335 Elm Dr						Angle Head
5671 Gin Rd	1.7	12 hrs	1,000.00	1/2"	8"	Split
4985 Stapper Rd	8	6 hrs	2,700.00	Collar	4"	Collar Leak
Hardy Rd	4.73	3 days	20,425.24	Collar	16"	Collar Leak
2738 Kingsbury St W						Angle Head
309 Old San Antonio Rd	46.68	2 hrs	5,602.54	Dime sized Hole	1 1/2"	Hole
309 Old San Antonio Rd	46.68	2 hrs	5,602.54	Dime sized Hole	1 1/2"	Hole
Buch Ln	4.73	4 hrs	1,134.74	1"	2"	Split
8875 Green Valley Rd	30	1 hr	1,800.00	Collar	4"	Collar Leak
174 Century Ranch Rd	0.5	1 hr	200.00	1"	1"	1" Split
3605 Knob Trl	0	0	-			Washer
645 Fm 465	4.84	1 day	6,980.81	1 ft	2"	1" Split
1153 FM 465	4.78	3 days	20,685.44	3 Ft	2"	1" Split
501 Woodlake Dr	0.02	24 hrs	300.00	Service	1"	Split on Serv. Crossing
Hardy Rd	50	4 hrs	3,000.00	Collar	16"	Collar Leak
Corner S Santa Clar & Gin Rd	2.67	8 hrs	1,284.83	1"	2"	1" Split
2222 S Abbey Loop	1.5	6 hrs	400.00	Sevice	1"	Split on Serv. Crossing
841 Schumacher	2	6 hrs	350.00	Collar	2"	Collar Leak
14616 IH 10 E	5.86	24 hrs	8,443.45	1 1/2 Ft	2"	1" Split
1192 Altwein Ln	1.5	12 hrs	500.00	1/2"	12	1/2" split
200 Meadow Crest	1.5	4 hrs	200.00	Coupling	1"	Coupling Leak
3858 Bentwood Way	101.71	1 hr	6,102.72	Angelehead Leak	1"	Angle Head

Unit Number	Description/Vin Number		Fuel	Current Mileage	Purchase Date	Repair cost for 2024	Vehicle Status
Headquarters Vehicles							
132	2022 Chevy Silverado 1500 Crew Cab *****0251 Chevrolet, LTD	Gunn	Gas	23,402.00	12/8/2021	\$ -	
131	2021 Chevy Traverse *****9466 Seguin Chevrolet		Gas	36,544.00	7/20/2021	\$ -	
125	2019 Chevy Silverado 2500 HD *****5172 Gunn Chevrolet, LTD		Gas	80,627.00	8/27/2019	\$ 1,217.78	
Operations Department							
138	2024 Ford F-450 *****9278 Bonnet Motors	Blue	Diesel	11,178.00	12/6/2023		
137	2023 F-150 Series *****0499 Ford	Northside	Gas	23,614.00	6/9/2023	\$ 1,297.00	
122	2021 Ford F-250 Crew Cab *****5572	N/A	Gas	19,659.00	N/A	\$ -	
126	2019 Chevy Silverado 4500 HD *****7996 Chevrolet, LTD	Gunn	Diesel	31,991.00	11/14/2019	\$ 1,260.14	
133	2022 Chevy Silverado 3500 *****8208 Nash	Chuck	Diesel	45,183.00	1/18/2022	\$ 813.65	In the Shop
136	2023 F-150 Series *****0489 Ford	Northside	Gas	47,592.00	6/6/2023	\$ 440.96	
121	2021 Ford 450 *****0506 Blue Bonnet Motors		Diesel	55,046.00	4/13/2021	\$ 5,990.57	
134	2021 Chevrolet GM 515 *****1127 Chuck Nash		Diesel	66,708.00	1/12/2022	\$ 3,553.63	
107	2017 Chevy Silverado 2500 CREW CAB *****3891 Chevrolet, LTD	Gunn	Gas	124,362.00	6/19/2017	\$ 383.71	Med Mileage

124	2019 Chevy Silverado 2500 HD *****1988 Chevrolet, LTD	Gunn	Gas	136,204.00	8/19/2019	\$ 1,368.62	Med Mileage
104	2016 Ford F-250 *****1652 Blue Bonnet Motors		Diesel	184,860.00	4/14/2016	\$ 2,034.68	Med Mileage
115	2017 Chevy Silverado Crew Cab *****5441 Chevrolet, LTD	Gunn	Diesel	207,980.47	1/10/2017	\$ 1,395.50	High Mileage

Waste Water Department

135	2022 Peterbilt 567 Pump & Haul *****1896 Truck Center	Rush	Diesel	26,890.00	10/14/2021	\$ 14,734.47	
119	2022 Ford F-150 *****6714 Ford Seguin, LLC	Griffith	Gas	74,889.00	7/11/2022	\$ 1,537.60	
118	2019 Nissan Frontier *****9801 Nissan, LTD	Gunn	Gas	82,069.00	11/21/2023	\$ 529.00	
102	2020 GMC Sierra 1500 CREW CAB *****4062 Buick-GMC, LTD	Gunn	Gas	91,846.00	7/1/2020	\$ 867.07	
127	2019 Chevy Silverado 1500 Crew Cab *****1349 Chevrolet, LTD	Gunn	Gas	100,901.00	12/2/2023	\$ 2,513.51	

Meter Department

129	2021 Chevy Silverado 1500 Crew Cab *****5274	N/A	Gas	50,542.00	7/1/2021	\$ 1,116.04	
139	2024 Ford Range 4x4 *****0272 Blue Bonnet Motors		Gas	8,584.00	5/21/2024		
101	2020 GMC Sierra 1500 CREW CAB *****1449 Gunn Buick-GMC, LTD		Gas	83,704.00	7/1/2023	\$ 1,745.96	

109	2019 Nissan Frontier *****9657 Gunn Nissan, LTD	Gas	95,697.00	11/21/2018	\$ 4,309.58	
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Production Department

103	2015 Chevy Silverado 2500 HD *****9161 Gunn Chevrolet, LTD	Gas	160,996.00	3/7/2016	\$ 3,722.56	
128	2019 Chevy Silverado 1500 Crew Cab *****8470 Chevrolet, LTD	Gas	142,970.00	12/2/2019	\$ 10,737.06	

District Engineer

106	2020 GMC Sierra *****6420 Gunn Buick GMC, LTD	Gas	132,371.00	9/9/2020	\$ 547.50	
114	2020 Chevy Silverado 1500 *****0659 Gunn Chevrolet, LTD	Gas	44,462.00	3/3/2021	\$ 483.91	
117	2018 Chevy Silverado *****1959 Gunn Chevrolet LTD	Gas	110,260.00	5/9/2018		
130	2021 Chevy Silverado 1500 Crew Cab *****5875 Seguin Chevrolet	Gas	45,645.00	7/1/2021	\$ 1,463.51	

Dump Trucks

120	2021 Internation Dump Truck MV607 *****3160 Santex Truck Centers, LTD	Diesel	20,627.00	4/6/2021	\$ 6,864.66	
123	2022 International Dump *****8256 Kyrish Truck Center	Diesel	11,728.00	12/7/2021	\$ 1,358.72	
105	2014 Freight Liner Dump Truck *****8962 Grand Truck Center	Diesel	40,470.00	3/20/2019	\$ 10,922.37	
	Start considering newer vehicle					
	Advised to purchase newer vehicle					



MEMORANDUM

Date: January 23, 2025

To: Green Valley Special Utility District (GVSUD) Board of Directors

From: Phillip K. Gage, General Manager

RE: CRWA Board of Managers Meeting January 8, 2025

1. The CRWA Board of managers met on January 8, 2025.
2. Severe Drought conditions remain in the Upper San Antonio and Guadalupe Basins. The Guadalupe-Blanco River Authority (GBRA) has a Drought Contingency Plan (DCP) in place for wholesale customers of Canyon Reservoir in order to safeguard the water supply for the communities it serves. With Canyon Reservoir elevation below 885' msl, GBRA is in Stage 3 severe water shortage conditions for wholesale raw water customers. As of January 13, 2025 elevation is ~880.37' msl, or 49.7% of water storage capacity. **Current projections indicate Stage 4 to trigger late January with an anticipated pro-rata curtailment of 15% to be in effect on February 1, 2025.** GVSUD remains in Stage 3 water restrictions. If GBRA moves to Stage 4 for surface water as projected, CRWA has options to offset with ground water and limit the impact for member entities.
3. The Board of Managers discussed the Wells Ranch WTP Generator project, which includes the Wagner Booster Station generators. The CRWA GM committed to the Board of Managers to schedule a meeting with member entities participating in the Wells Ranch project to discuss status, timelines and funding mechanisms. Any generator project to address back-up power at Well Ranch will be an unfunded requirement in the CRWA approved FY25 budget. More to follow as this issue develops.
4. CRWA provided the monthly usage report for the member entities and wholesale customers. For calendar year 2024, GVSUD used 5506.09 acre/feet of our contracted 7455.68 acre/feet, or 73.9% of our CRWA supply. Overall, CRWA reporting indicates calendar year 2024 usage of Lake Dunlap was down 1,234.64 acre/feet. Wells Ranch water usage was up 2,597.73 acre/feet on the year.



MEMORANDUM **BOARD COMMITTEE MEETING MINUTES**

BOARD COMMITTEE: CONSTRUCTION COMMITTEE

DATE MEETING HELD: JANUARY 3RD, 2025

BOARD CHAIR: NICHOLAS A. SHERMAN

COMMITTEE MEMBERS PRESENT: SHERMAN, CUMBY

Board chairs, complete this memo for all meetings held and provide a memo to assigned GVSUD staff to be provided in agenda packets for all monthly board meetings. If nothing new was discussed, please return the memo with the statement of "nothing new to report".

TOPIC: Non Standard Service agreements, 16" water line Bolton road to Lower Seguin

SUMMARY OF DISCUSSION:

Dean Tract Wastewater NSSA, Seguin ETJ. 370 EDU, need the 1.25 MGD WW plant operational. Need a regional lift station that does not exist yet – developer funded, gravity extension directly to the WW plant – developer funded. No cost to the district. \$2,214,450 total CIAC fees paid. Developer funds easement design construction of all the offsite requirements. Staff recommends approval, committee recommends approval.

Dean Tract Water NSSA, Seguin ETJ, 370 + 2 EDU. Applicant must pay their portion to plant three upgrades. Plant 3 pump and motor upgrade is a planned capital project that is soon to bid. Total water fees collected \$5,724,793.23. adequate fire flow to meet Seguin's requirements once the plant 3 upgrades are complete. Staff recommends approval, committee recommends approval.

Briefly discussed a request for a time extension on an already approved NSSA. Paper work not in yet. May be ready for full board consideration.

16" water line from Bolton to Lower Seguin Road. This is a capital improvement project, need to serve a couple developments in the area. Bids have been received, 12 bids submitted. Consultants and staff will review this and included an agenda item for recommending or not recommending approval and a contractor to award. For full board consideration.



MEMORANDUM BOARD COMMITTEE MEETING MINUTES

BOARD COMMITTEE: FINANCE AND INVESTMENT COMMITTEE

DATE MEETING HELD: JANUARY 14, 2025

BOARD CHAIR: SHARI MCDANIEL

COMMITTEE MEMBERS PRESENT: BRIT KING, JAMES HENDRIX

STAFF MEMBERS PRESENT: PHIL GAGE, HEIDI SCHNELL

SUMMARY OF DISCUSSION:

Meeting Start Time: 11:35am

There was a general discussion about bank account changes and a review of the current investment report. The Contracts and Agreements project was also discussed.

There was an update on the financial audit. The estimated time frame for the completion of the audit is Monday 1/20 so that it can be approved at the regular Board meeting on Thursday 1/23. If this deadline cannot be met in time for the Board meeting, then a special meeting will need to be held to vote on the approval of the budget so that it can be submitted to the TCEQ by the first week of February before the deadline.

There was discussion about making amendments to the FY25 budget at the March 18th Finance and Investment Committee meeting, so they can be reviewed and approved at the April Board of Directors meeting.

There was a general discussion about potentially re-allocating funds from old bonds with a balance remaining on them and utilizing it for other similar projects.

The next meeting is scheduled for March 18, 2025. They will be held on the third Tuesday of the first month of each month.

Meeting End Time: 12:35pm



MEMORANDUM

Date: January 23, 2025

To: Board of Directors

From: Travis Basham, District Engineer

RE: Green Valley SUD Engineering Department Status Update

2025 PROJECT SUMMARY - JANUARY

	Design	Construction	Closeout	Total
Water	44	38	7	89
Wastewater	4	2	2	8
Water & Wastewater	15	8	2	25
Reclaim Water	1	1		2
TOTAL	64	49	11	124

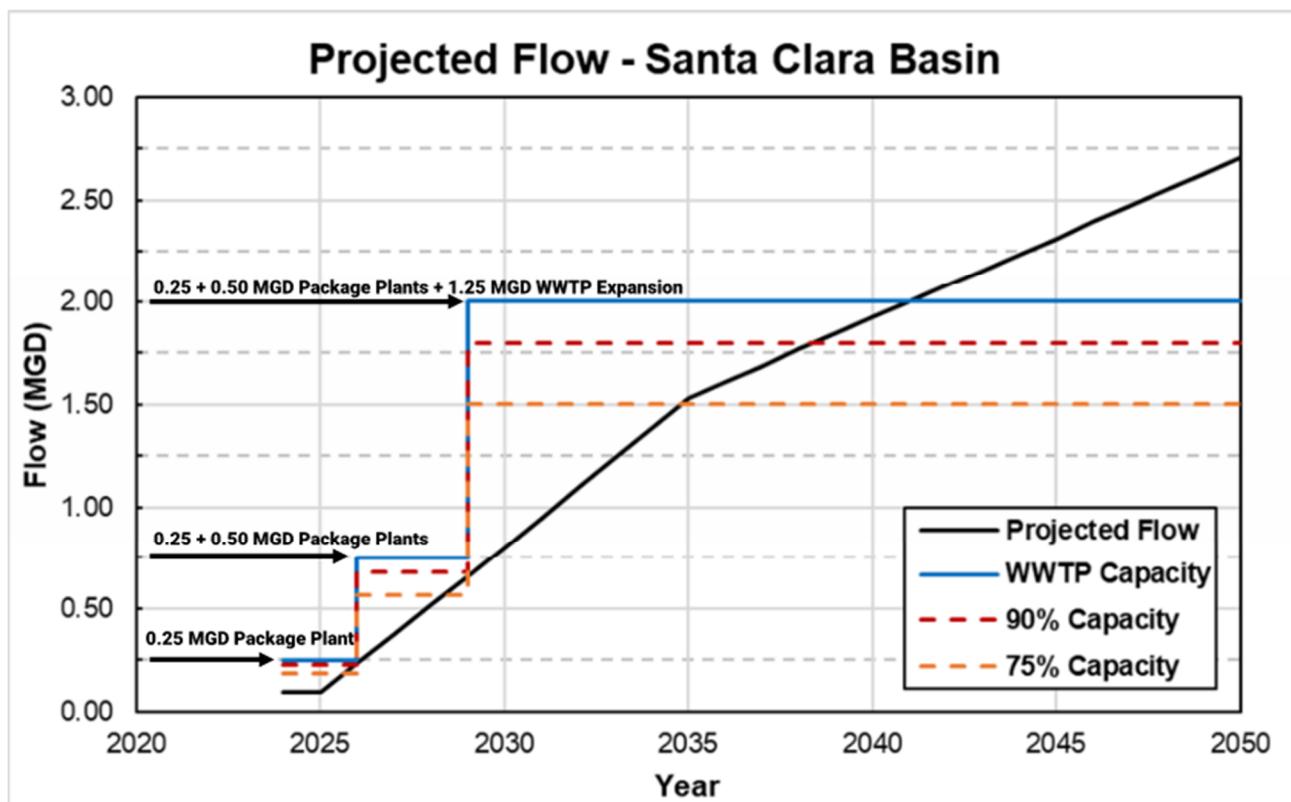
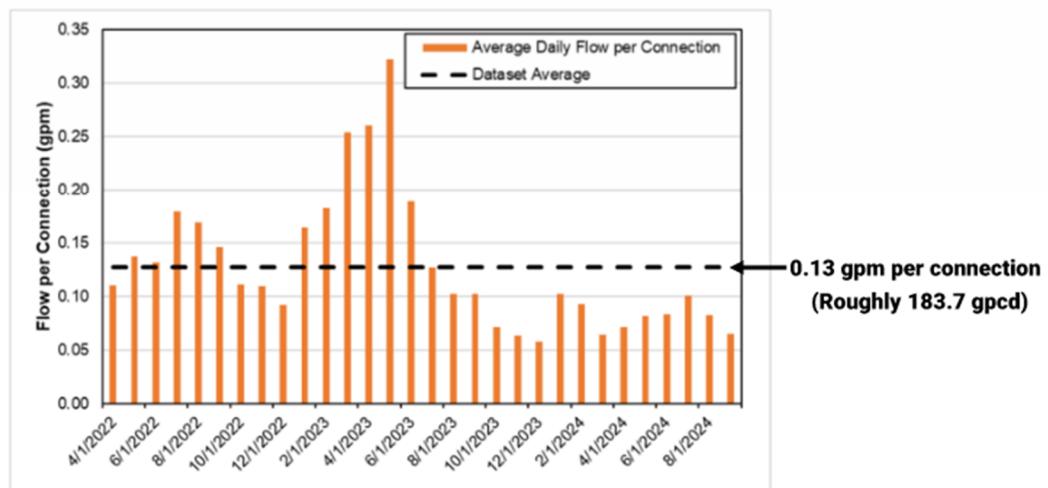
CIP Updates

CAPITAL IMPROVEMENT PROJECT STATUS

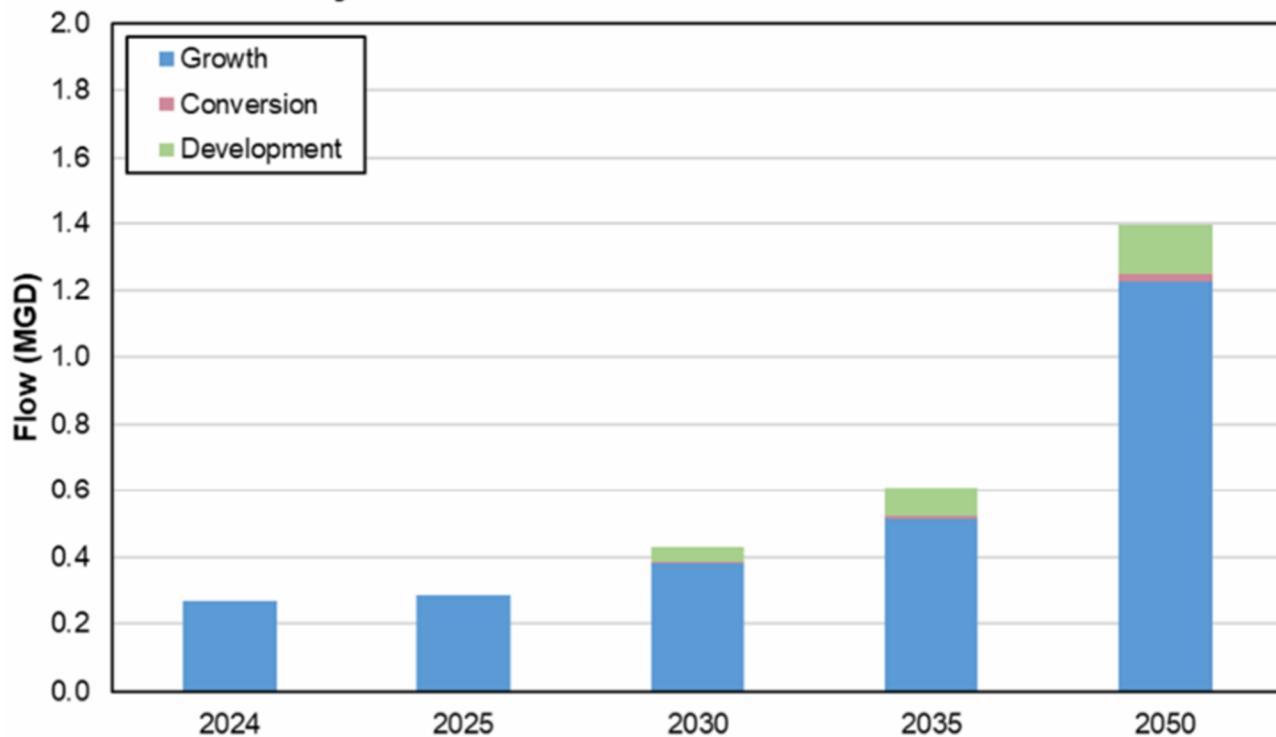
PROJECT NAME	STATUS
24" Water Line connecting Plant 1 to Plant 9	Draft Engineering Proposal
Plant 15 Lower Seguin Road - Land Acquisition	Completed
Trainer Hale Plant - Land Acquisition	ROW In Progress
I-35 Well Side Plant Site - Land Acquisition	ROW In Progress
16" Pipe along Lower Seguin Rd - Plant 15 to Santa Clara Road	Draft Engineering Proposal
Plant 3 Generator	Signed Engineering Proposal
16" Pipe from Co-op Meter Station to Plant 3	60% Design
16" Pipe through SCWWTF along IH-10	Completed
8" Pipe Green Valley Road & FM 1044 for Plant 2	Not Started yet
16" Green Valley Road - Water Main Extension	30% Design
16" Pipe along Haecherville Road - Bolton to Valley View	Offsite By Development
Plant 11 Phase II GST and Pumps	In Construction
Wastewater Master Plan	Modeling & Planning Phase
Santa Clara WWTP 0.5 MGD Expansion	In Construction

Wastewater Master Plan Flow Projection Workshop Exhibits

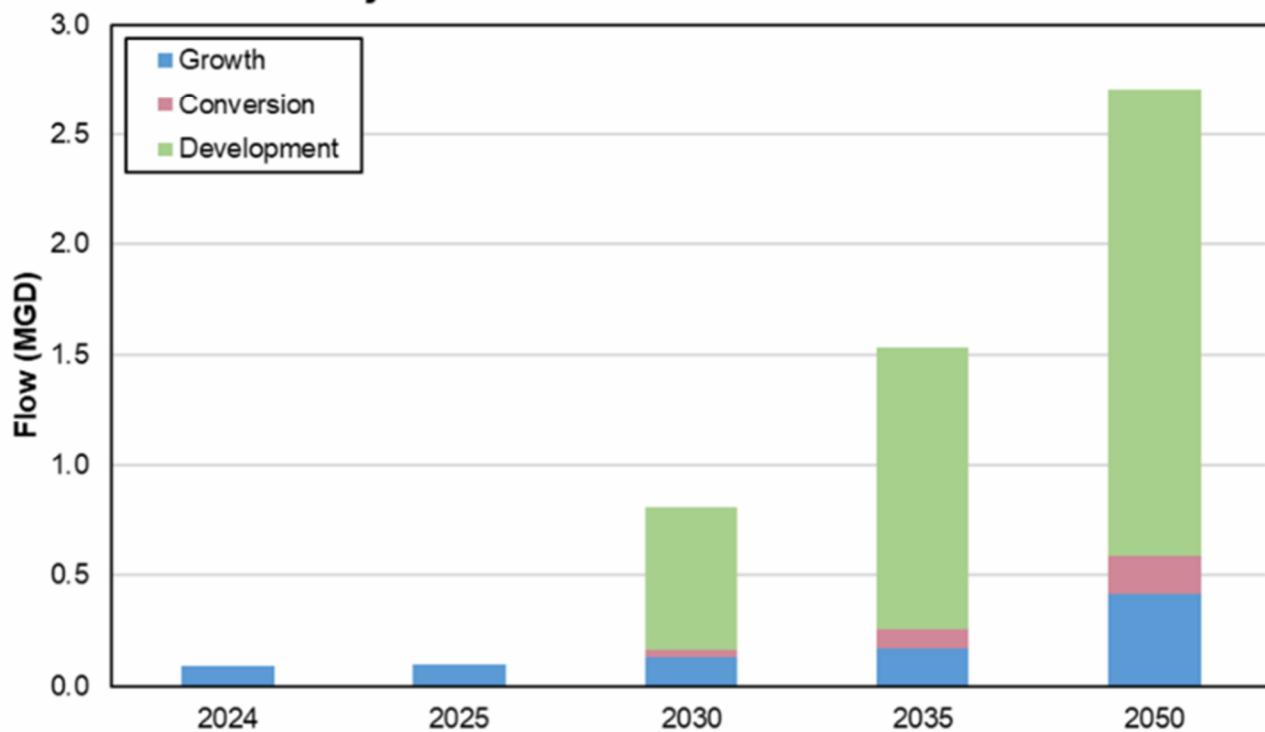
We are estimating flows to Santa Clara WWTP at 0.13 gallons per minute per connection.



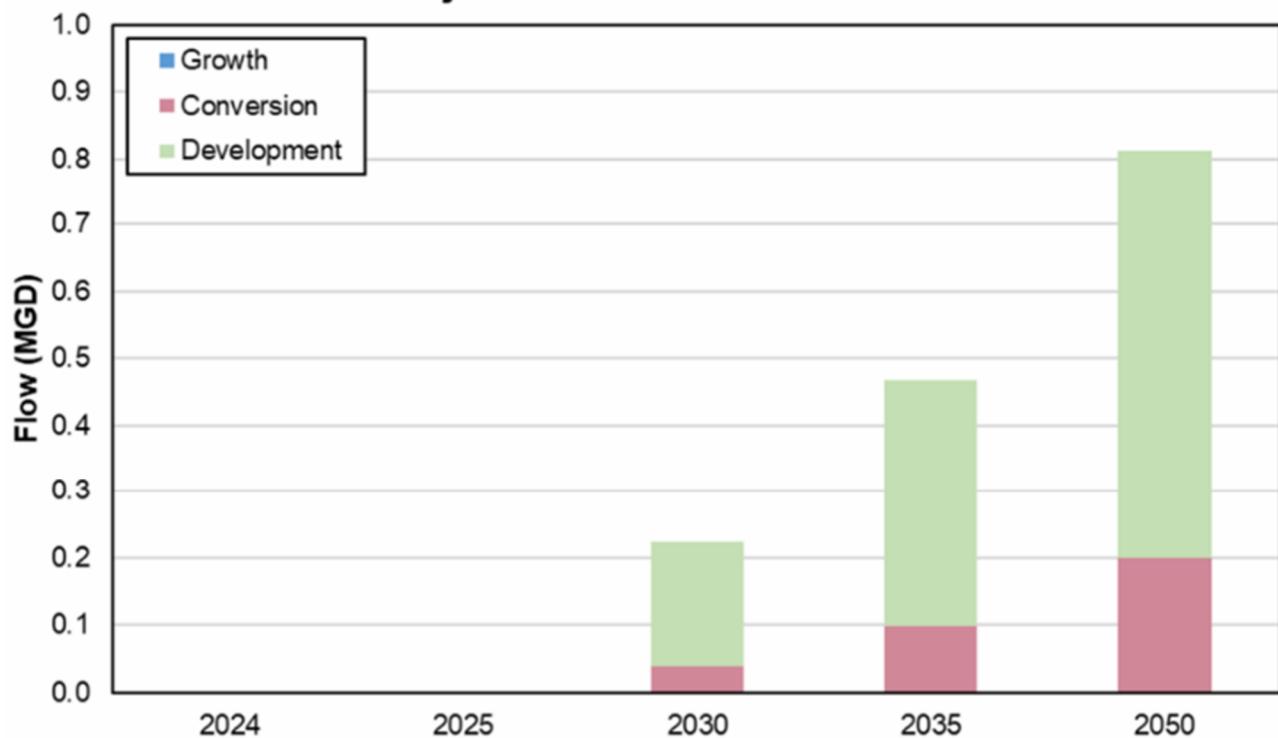
Projected Flow - Martinez Creek Basin



Projected Flow - Santa Clara Basin



Projected Flow - East Basin





Memorandum

Date: January 13, 2025

To: Mr. Travis Basham
District Engineer
Green Valley Special Utility District
605 FM 465
Marion, Texas 78124

From: Utility Engineering Group, PLLC
Garry Montgomery, P.E.
191 N. Union Avenue
New Braunfels, Texas 78130

RE: Green Valley Special Utility District (GVSUD) Work in Progress – January 2025 Status Report



Garry Montgomery

The following is a status update of all projects, studies, cost assessments, and analysis ongoing with Utility Engineering Group, PLLC as of January 13, 2025:

- Developer/District Meetings
 - Coordination with TxDOT on multiple projects (IH 10 & IH 35);
- Bolton & Santa Clara Waterline to Lower Seguin Road
 - Project bids were opened on December 12, 2024 at 10 AM. The evaluation process is complete and a recommendation has been prepared for consideration at the January board meeting.
 - Project funded under the Open Market Bond approved by TCEQ totaling \$27,150,000.
- Clearwater Creek
 - Civil plans are 95% complete and electrical, instrumentation and structural disciplines are now working on their designs;
 - The lift station design has been revised based on developments utilizing the station. Coordinating with developer on lot and LUE changes.
 - Summary letter approval has been issued by TCEQ.
- Plant 11 Expansion
 - Contracts have been sent to TWDB and NTP is pending their approval.
 - Pre-construction conferences have been held for both contracts.
 - The NTP for the Tank project with DN Tanks and pumps/electrical are pending approval from TWDB.
 - Project funded under the TWDB Development Fund Loan totaling \$19,540,000 and CIP reserves.

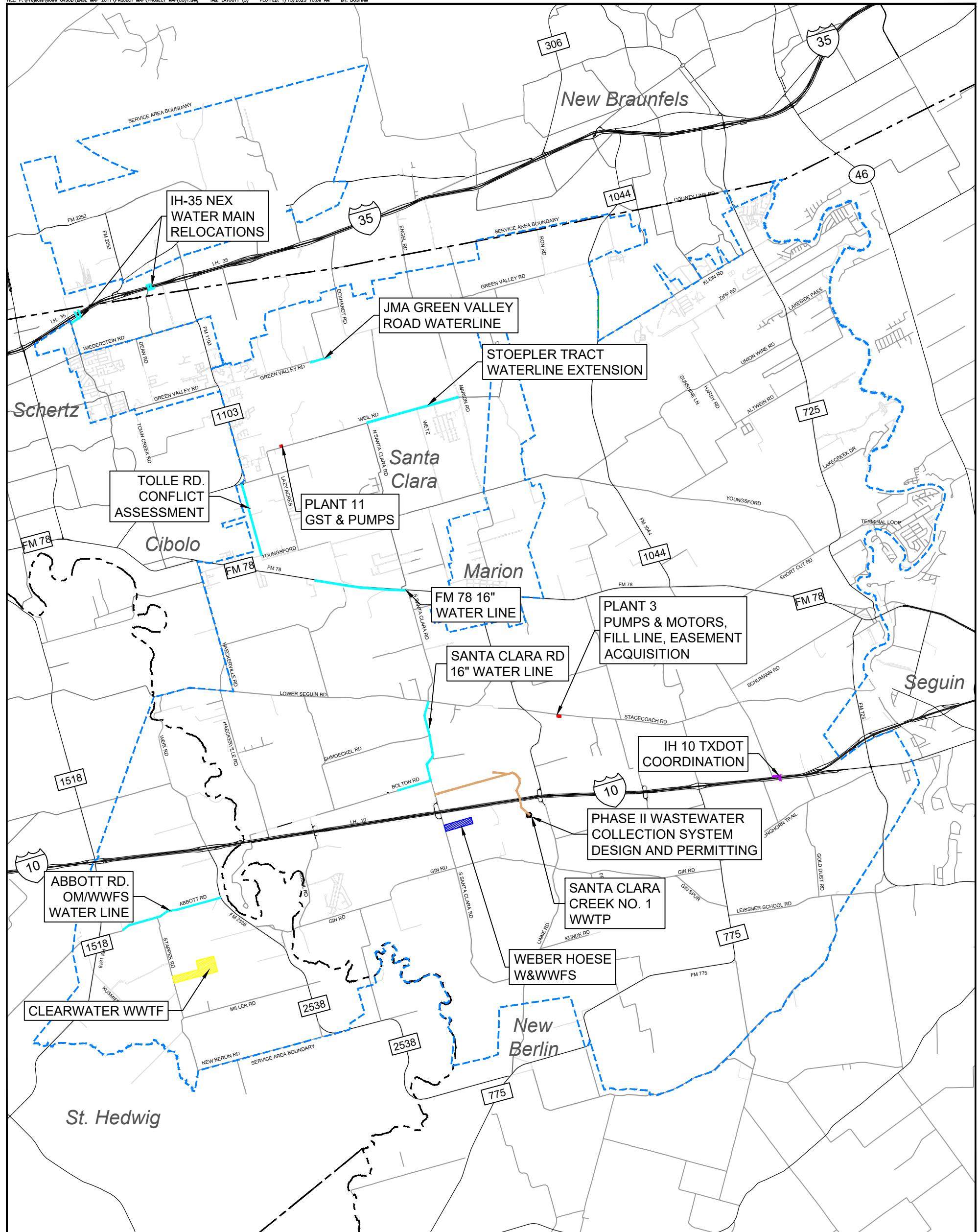


- Feasibility Studies
 - Weber Hoese W&WWFS memo;
 - Mr. W 1518 WFS
- Development plan reviews
 - Lantana U1 & U2;
 - Stetson Ridge U2 & U3;
 - Venado U6;
 - Blackwell Tract;
 - Dove Song U4-U6;
 - Schmoekel Tract U1-U3;
 - Long Creek Crossing U1;
 - Cibolo Farms U4;
 - Lily Trails U 1 & U2;
 - Harvest Hills IVC;
 - Goerke U1;
 - Sosie Meadows U1 & U2;
 - Winding Creek Ranch U4.
- Santa Clara WRRF 0.5 MGD & 1.25 MGD
 - Bid were opened on December 11 and awarded on December 19, 2024. The contracts are in place, the pre-construction conference was held on January 10, 2025 and the Notice to Proceed was issued dated January 13, 2025;
 - We are working on the EFR and 30% design plans for the 1.25 MGD plant expansion, including financing coordination.
- Water Impact Fee assessment
 - The Water Impact Fee assessment has been approved and the notices have been published. Affidavits have been submitted to TCEQ for their review.
- I35 NEX
 - The TxDOT Standard Utility Agreement was finalized on 11/25;
 - The project Right-of-Way agent is currently moving forward with the project easement acquisition; and
 - Project funded by operation reserves/line replacement budget and reimbursed by TxDOT at a later date.
- IH-10 – Pioneer Road to FM 464
 - The project draft TxDOT SUA is currently being finalized by TxDOT's utility conflict coordinator. Once the draft SUA is finalized by TxDOT, UEG will coordinate with GVSUD Staff for approval;
 - The project Right-of-Way agent has completed their preliminary work in preparation of easement acquisition; and
 - Project funded by operation reserves/line replacement budget and reimbursed by TxDOT at a later date.
- Phase 2 Plant 3 Pumps and Motors
 - Project is currently out to bid and will be considered at the February Board Meeting.



- Phase 3 Plant 3 Fill Line
 - 95% design plan and bid document comments are being addressed to be issued for bidding.
- Plant 15 Land Acquisition
 - Survey is complete and field work for environmental has been completed;
 - The plat is being prepared for submission to the city of Marion.
- JMA Green Valley Road Waterline Extension
 - Survey ordered for waterline extension.
 - Planning underway.
- Stoepler Tract waterline extension
 - Survey underway.
 - Preliminary design is underway

- End Memo -



PRELIMINARY FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMITTING PURPOSES. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF:

GARRY D. MONTGOMERY, JR.
TYPE OR PRINT NAME

114438 1/13/25
PE# DATE

SCALE:	
DATE:	13 January, 2025
PROJECT NO.:	
DESIGNED BY:	
CHECKED BY:	
SHEET NO.:	
OF 1 SHEETS	
NO.	REVISIONS
	APPD. DATE

GREEN VALLEY SPECIAL UTILITY DISTRICT

PROJECT MAP - January 25



256 Colfax Ave NEW BRAUNFELS, TEXAS 78130 PH: (800) 214-3521

Texas Engineering Firm F-38712

SCALE: 1" = 8,000'
0 4,000 8,000



memorandum

To: Mr. Phillip Gage, General Manager, Green Valley Special Utility District
From: Mr. Nash Mock, P.E., Trihydro Corporation
Date: January 14, 2025
Re: January Board Meeting – Engineer's Report

The intent of this memorandum is to provide the status of various projects and studies that Trihydro is currently working on for the Green Valley Special Utility District (GVSUD). Updates to this memorandum subsequent to submittal will be provided at the Board meeting.

FM 725 Waterline Relocation – Final Design Phase

- Project Background
 - This project is for the relocation of water lines in conjunction with TxDOT's widening of FM 725 from County Line Road to Schumans Beach Road. GVSUD and Trihydro staff are working with TxDOT to relocate existing waterlines in anticipation of roadway work. TxDOT reimburses for the relocation of eligible waterlines due to the construction of the roadway.
 - Construction Cost Estimate – \$3,346,422.66.
 - Funding Source – Reserves/TxDOT Reimbursement.
 - Schedule – Bidding Estimated Summer 2025.
- Project Status
 - The Standard Utility Agreement is under review by TxDOT. Once all comments on the Agreement have been addressed, the finalized Agreement will be presented to the GVSUD Board of Directors for approval.

Reuse Irrigation Water System – Final Design Phase

- Project Background
 - This project involves constructing a reuse water line, ground storage tank, and booster pump station to provide irrigation water to the New Braunfels Sports Park and other developments along the FM 1044 corridor.
 - Construction Cost Estimate – \$3,213,700.00.
 - Funding Source – Developer Contributions.
 - Schedule – Bidding Estimated Spring 2025.



Mr. Phillip Gage
January 14, 2025
Page 2

- Project Status
 - Completion of the pipeline from the proposed treatment plant to the sports park is pending the reconnection of two long services across FM 1044. Advertisement of the pipeline through the Winding Creek subdivision is anticipated in early February. Trihydro will bid the storage tank and booster pump station portion of the project after review of the plans by GVSUD. The treatment plant is expected to be advertised by the end of April.

Homestead Elevated Storage Tank – Construction Phase

- Project Background
 - This project involves constructing a 300,000-gallon elevated storage tank in the Homestead subdivision to meet increasing demands due to rapid development in the area.
 - Construction Cost Estimate – \$3,813,133.34.
 - **Contract Award – \$3,878,000.00.**
 - Funding Source – Developer Contributions/Bonds.
 - Schedule – Construction Completion Estimated April 2025.
- Project Status
 - The Contractor is addressing final tasks and is preparing to put the project on hold until the ground storage tank is complete.

Homestead Ground Storage Tank and Booster Pump Station – Construction Phase

- Project Background
 - This project involves constructing a 100,000-gallon ground storage tank and booster pump station in the Homestead subdivision to meet increasing demands due to rapid development in the area.
 - Construction Cost Estimate – \$2,603,019.43.
 - **Contract Award – \$2,381,100.00.**
 - Funding Source – Developer Contributions/Bonds.
 - Schedule – Construction Completion Estimated March 2025 pending equipment availability.
- Project Status
 - Trihydro received an update from the Contractor that the shipment of the MCC has been delayed until February 21, 2025. The remaining work is pending the delivery of the MCC. Trihydro and GVSUD met with the Contractor regarding the delayed delivery of equipment. We will discuss further with the Contractor when an exact delivery date is known.



Mr. Phillip Gage

January 14, 2025

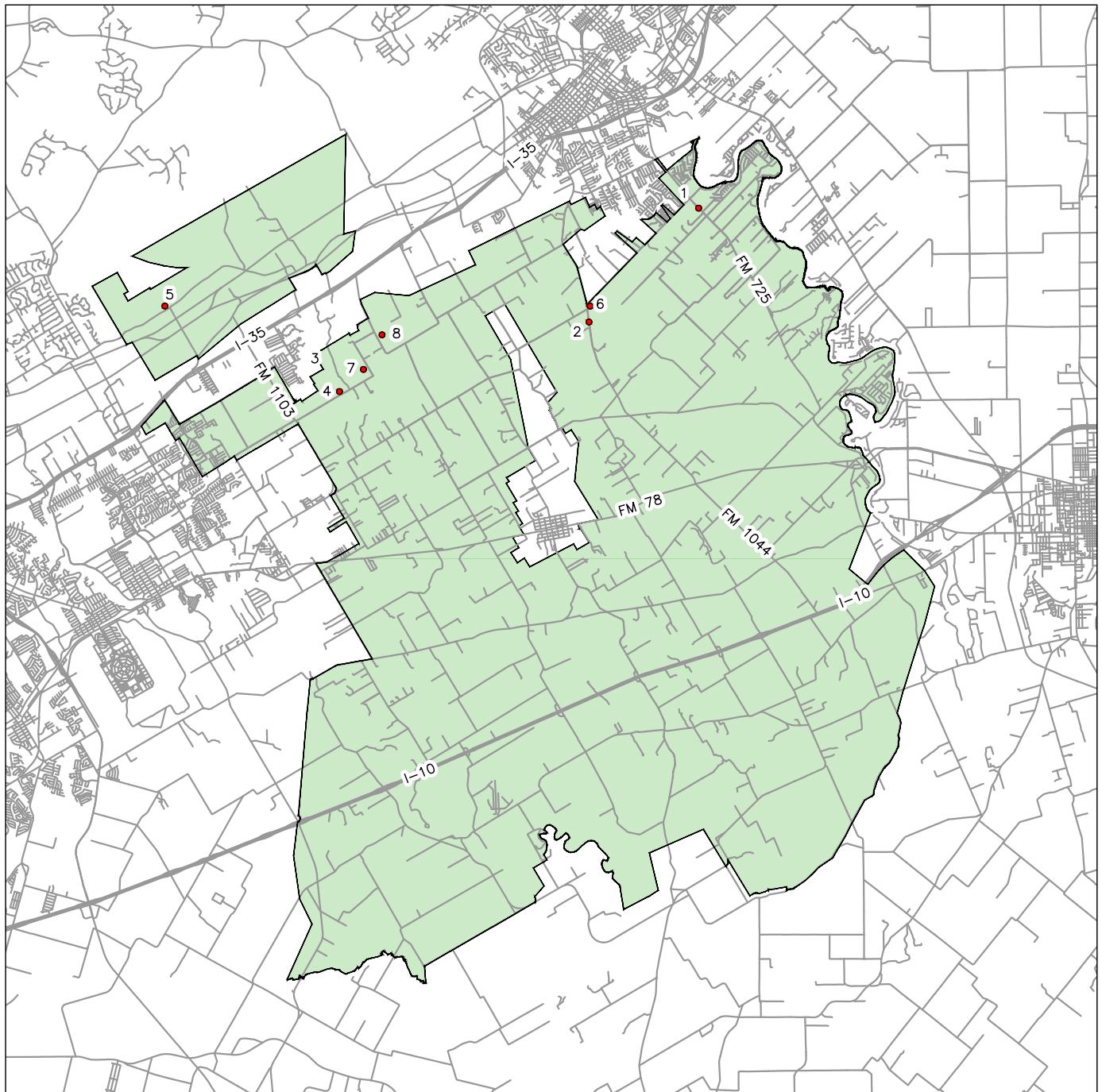
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Plant 8 Sanitary Control Easement

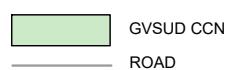
- Project Background
 - This project involves acquiring two sanitary control easements for the properties adjacent to GVSUD's Plant 8 well.
- Project Status
 - The easements are in negotiation between the right-of-way agent and the landowners.

Development Projects

- Feasibility Studies
 - Schryver Tract – Water
 - Schryver Tract – Wastewater
 - Shipp Lake – Water
 - Shipp Lake – Wastewater
- Plan Review
 - Long Creek RV Park
- Construction Inspection
 - Zipp Family Sports Park



EXPLANATION



1 - FM 725 Waterline Relocation
2 - Reuse Irrigation Water System
3 - Homestead Elevated Storage Tank
4 - Homestead Ground Storage Tank and Booster Pump Station
5 - Plant 8 Sanitary Sewer Control Easement
6 - Zipp Family Sports Park
7 - Schryver Tract
8 - Shipp Lake Tract



0 3 MILES



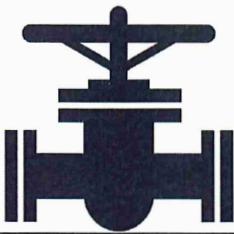
Texas Engineering Firm F-131
Texas Survey Firm 10194320
1672 Independence Dr Suite 315
New Braunfels, Texas 78132
(P) 830/626.3588 (F) 830/626.3544
5508 US-290 Suite 201
Austin, Texas 78735
(P) 512/442.3008 (F) 512/446.7811
www.trihydro.com

FIGURE 1

CURRENT PROJECT LOCATIONS

ENGINEER'S REPORT
GREEN VALLEY SPECIAL UTILITY DISTRICT

Drawn By: NM Checked By: JV Scale: 1" = 3 MI Date: 12/10/2024



UTILITY ENGINEERING GROUP

January 9, 2025

Mr. Travis Basham
District Engineer - AGM
Green Valley Special Utility District
605 FM 465
Marion, Texas 78124

**Re: Green Valley Special Utility District
2024 16 inch Waterline Bolton Road to Lower Seguin Road**

Dear Mr. Basham,

Utility Engineering Group, PLLC (UEG) and GVSUD staff have reviewed the bids received on Thursday, December 12, 2024 for the referenced project under the competitive sealed proposal method of procurement. The District received fourteen (14) qualified bids for this project. We consider the bids to be qualified if all documents required by the bid proposal are provided and the bidder provides bid surety. The project was advertised in the Seguin Gazette on November 11th and November 18th, posted to the GVSUD website as well as placed on Civcast for bid advertisement and distribution.

We have attached a bid tabulation for the received bids as well as the scoring summary shown below.

Bidder	UEG	GVSUD	Avg
Bell Contractor	61.3	62.0	61.6
Bull G	59.6	65.0	62.3
D&D	77.5	61.0	69.3
Ella SA	61.4	60.0	60.7
GO Underground	52.1	56.0	54.1
Guerra Underground	67.6	66.0	66.8
JM Pipeline	95.0	91.0	93.0
MC Fonseca	81.4	80.0	80.7
Persons Services	66.8	70.0	68.4
Qro Mex	96.3	93.0	94.7
RL Jones	93.8	77.0	85.4
Skyblue	78.1	58.0	68.1
Tracker	61.1	65.0	63.0
Atlas	97.0	96.0	96.5



UEG recommends award to the highest net score under this solicitation, Atlas Construction, for the total base bid project cost of \$2,195,702.72. Atlas has provided the required insurance certificate, information required of the bidder, contractor certifications and bid bond as required by the bid documents and is in good standing with GVSUD, therefore we have no reservation recommending approval of this project to Archer Western.

The District has \$2,029,150 in funds available for award of this project under the TCEQ approved CIP Bond for this project. Additional funding will be sourced from current impact fee reserves to cover the line extension costs to the Marion Oaks development post bond approval. The engineer's estimate for this project was \$2,396,045.00.

Sincerely,

Garry Montgomery, P.E.
Utility Engineering Group, PLLC
Office: (830) 214-0521
garrym@uegpros.com

Attachments: Bid Tabulation

Green Valley Special Utility District -2024 16" WL BOLTON ROAD TO LOWER SEGUIN ROAD

Project Name and Phase : 2024 BOLTON TO LOWER SEGUIN ROAD

Engineering Firm: UTILITY ENGINEERING GROUP

Prepared By : Garry Montgomery, P.E.



Bid Tabulations

Line No	Item Description	ATLAS CONSTRUCTION				D&D CONTRACTORS				ELLA SA				JM PIPELINE				QRO MEX				RL JONES				BULL G CONSTRUCTION			
		Unit	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount
Base Bid																													
1	BONDS, MOBILIZATION & INSURANCE	LS	\$ 104,557.27	1	\$ 104,557.27	\$ 49,773.54	1	\$ 49,773.54	\$ 100,000.00	1	\$ 100,000.00	\$ 3,000.00	1	\$ 3,000.00	\$ 70,000.00	1	\$ 70,000.00	\$ 80,000.00	1	\$ 80,000.00	\$ 110,000.00	1	\$ 110,000.00						
2	SITE CLEARING & RIGHT-OF-WAY PREPARATION	AC	\$ 30,000.00	1.8	\$ 54,000.00	\$ 30,864.89	1.8	\$ 55,556.80	\$ 45,000.00	1.8	\$ 81,000.00	\$ 18,500.00	1.8	\$ 33,300.00	\$ 2,500.00	1.8	\$ 4,500.00	\$ 20,000.00	1.8	\$ 36,000.00	\$ 5,000.00	1.8	\$ 9,000.00						
3	TRENCH EXCAVATION PROTECTION	LF	\$ 2.30	13,007	\$ 29,916.10	\$ 1.19	13,007	\$ 15,478.33	\$ 1.00	13,007	\$ 13,007.00	\$ 1.00	13,007	\$ 13,007.00	\$ 3.00	13,007	\$ 39,021.00	\$ 2.00	13,007	\$ 26,014.00	\$ 1.00	13,007	\$ 13,007.00						
4	16" GATE VALVE & BOX (COMPLETE)	EA	\$ 10,000.00	18	\$ 180,000.00	\$ 13,176.59	18	\$ 237,178.62	\$ 12,500.00	18	\$ 225,000.00	\$ 13,784.00	18	\$ 248,112.00	\$ 10,000.00	18	\$ 180,000.00	\$ 12,000.00	18	\$ 216,000.00	\$ 11,212.00	18	\$ 201,816.00						
5	12" GATE VALVE & BOX (COMPLETE)	EA	\$ 5,000.00	3	\$ 15,000.00	\$ 5,068.12	3	\$ 15,204.36	\$ 6,500.00	3	\$ 19,500.00	\$ 4,962.00	3	\$ 14,886.00	\$ 3,750.00	3	\$ 11,250.00	\$ 7,000.00	3	\$ 21,000.00	\$ 5,717.00	3	\$ 17,151.00						
6	16" C909 PVC DR18 (CL 235), WTR LN	LF	\$ 87.50	13,347	\$ 1,167,862.50	\$ 92.66	13,347	\$ 1,236,733.02	\$ 90.00	13,347	\$ 1,201,230.00	\$ 98.00	13,347	\$ 1,308,006.00	\$ 110.00	13,347	\$ 1,468,170.00	\$ 107.40	13,347	\$ 1,433,467.80	\$ 107.00	13,347	\$ 1,428,129.00						
7	12" C909 PVC DR18 (CL 235), WTR LN	LF	\$ 200.00	10	\$ 2,000.00	\$ 76.67	10	\$ 766.70	\$ 135.00	10	\$ 1,350.00	\$ 57.00	10	\$ 570.00	\$ 140.00	10	\$ 1,400.00	\$ 100.00	10	\$ 1,000.00	\$ 95.00	10	\$ 950.00						
8	2" C909 PVC DR18 (CL 235), WTR LN	LF	\$ 100.00	65	\$ 6,500.00	\$ 37.04	65	\$ 2,407.60	\$ 60.00	65	\$ 3,900.00	\$ 19.00	65	\$ 1,235.00	\$ 30.00	65	\$ 1,950.00	\$ 60.00	65	\$ 3,900.00	\$ 30.00	65	\$ 1,950.00						
9	TIE-IN (COMPLETE) (16 IN)	EA	\$ 13,000.00	1	\$ 13,000.00	\$ 10,535.98	1	\$ 10,535.98	\$ 3,550.00	1	\$ 3,550.00	\$ 4,679.00	1	\$ 4,679.00	\$ 6,500.00	1	\$ 6,500.00	\$ 7,500.00	1	\$ 7,500.00	\$ 4,000.00	1	\$ 4,000.00						
10	TIE-IN (COMPLETE) (12 IN)	EA	\$ 5,500.00	2	\$ 11,000.00	\$ 6,489.47	2	\$ 12,978.94	\$ 3,500.00	2	\$ 7,000.00	\$ 4,423.00	2	\$ 8,846.00	\$ 3,500.00	2	\$ 7,000.00	\$ 7,500.00	2	\$ 15,000.00	\$ 1,500.00	2	\$ 3,000.00						
11	TIE-IN (COMPLETE) (2 IN)	EA	\$ 1,500.00	2	\$ 3,000.00	\$ 3,243.13	2	\$ 6,486.26	\$ 1,700.00	2	\$ 3,400.00	\$ 5,000.00	2	\$ 10,000.00	\$ 2,500.00	2	\$ 5,000.00	\$ 5,000.00	2	\$ 10,000.00	\$ 1,500.00	2	\$ 3,000.00						
12	2" AIR RELEASE VALVE	EA	\$ 6,000.00	1	\$ 6,000.00	\$ 5,791.36	1	\$ 5,791.36	\$ 7,000.00	1	\$ 7,000.00	\$ 7,880.00	1	\$ 7,880.00	\$ 6,500.00	1	\$ 6,500.00	\$ 8,000.00	1	\$ 8,000.00	\$ 6,000.00	1	\$ 6,000.00						
13	STD. FIRE HYDRANT ASSEMBLY	EA	\$ 8,000.00	10	\$ 80,000.00	\$ 8,558.64	10	\$ 85,586.40	\$ 7,100.00	10	\$ 71,000.00	\$ 8,114.00	10	\$ 81,140.00	\$ 7,000.00	10	\$ 70,000.00	\$ 9,000.00	10	\$ 90,000.00	\$ 6,120.00	10	\$ 61,200.00						
14	DUCTILE IRON FITTINGS	TON	\$ 9,700.00	7.86	\$ 76,242.00	\$ 12,755.43	7.86	\$ 100,257.68	\$ 10,500.00	7.86	\$ 82,530.00	\$ 12,225.00	7.86	\$ 96,088.50	\$ 13,000.00	7.86	\$ 102,180.00	\$ 9,000.00	7.86	\$ 70,740.00	\$ 15,000.00	7.86	\$ 117,900.00						
15	30" STEEL CASING BY BORE	LF	\$ 600.00	235	\$ 141,000.00	\$ 763.52	235	\$ 179,427.20	\$ 700.00	235	\$ 164,500.00	\$ 600.00	235	\$ 141,000.00	\$ 450.00	235	\$ 105,750.00	\$ 450.00	235	\$ 105,750.00	\$ 600.00	235	\$ 141,000.00						
16	30" STEEL CASING BY OPEN CUT	LF	\$ 300.00	180	\$ 54,000.00	\$ 290.62	180	\$ 52,311.60	\$ 300.00	180	\$ 54,000.00	\$ 315.00	180	\$ 56,700.00	\$ 350.00	180	\$ 63,000.00	\$ 300.00	180	\$ 54,000.00	\$ 297.00	180	\$ 53,460.00						
17	SERVICE TIE-INS	EA	\$ 2,500.00	6	\$ 15,000.00	\$ 2,859.22	6	\$ 17,155.32	\$ 3,150.00	6	\$ 18,900.00	\$ 3,000.00	6	\$ 18,000.00	\$ 2,500.00	6	\$ 15,000.00	\$ 1,500.00	6	\$ 9,000.00	\$ 4,000.00	6	\$ 24,000.00						
18	DRIVEWAY REPAIR (GRAVEL)	SY	\$ 100.00	20	\$ 2,000.00	\$ 19.73	20	\$ 394.60	\$ 25.00	20	\$ 500.00	\$ 17.00	20	\$ 340.00	\$ 65.00	20	\$ 1,300.00	\$ 50.00	20	\$ 1,000.00	\$ 100.00	20	\$ 2,000.00						
19	DRIVEWAY REPAIR (ASPHALT)	SY	\$ 100.00	32	\$ 3,200.00	\$ 611.68	32	\$ 19,573.76	\$ 65.00	32	\$ 2,080.00	\$ 78.00	32	\$ 2,496.00	\$ 120.00	32	\$ 3,840.00	\$ 80.00	32	\$ 2,560.00	\$ 100.00	32	\$ 3,200.00						
20	FENCE REPAIR (IRON)	LF	\$ 100.00	20	\$ 2,000.00	\$ 296.40	20	\$ 5,928.00	\$ 100.00	20	\$ 2,000.00	\$ 98.00	20	\$ 1,960.00	\$ 100.00	20	\$ 2,000.00	\$ 100.00	20	\$ 200.00	\$ 30.00	20	\$ 600.00						
21	FENCE REPAIR (BARB)	LF	\$ 25.00	195	\$ 4,875.00	\$ 22.18	195	\$ 4,325.10	\$ 25.00	195	\$ 4,875.00</																		

Green Valley Special Utility District -2024 16" WL BOLTON ROAD TO LOWER SEGUIN ROAD

Project Name and Phase : 2024 BOLTON TO LOWER SEGUIN ROAD
 Engineering Firm: UTILITY ENGINEERING GROUP
 Prepared By : Garry Montgomery, P.E.



Bid Tabulations

Line No	Item Description	GUERRA UNDERGROUND				SKYBLUE UTILITIES				PERSONS SERVICES CORP				M&C FONSECA				TRACKER UTILITY SERVICE				BELL CONTRACTOR				GO UNDERGROUND			
		Unit	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount	Unit Price	Quantity	Total Amount
Base Bid																													
1	BONDS, MOBILIZATION & INSURANCE	LS	\$ 106,000.00	1	\$ 106,000.00	\$ 134,400.00	1	\$ 134,400.00	\$ 39,411.32	1	\$ 39,411.32	\$ 100,000.00	1	\$ 100,000.00	\$ 200,000.00	1	\$ 200,000.00	\$ 140,915.53	1	\$ 140,915.53	\$ 150,000.00	1	\$ 150,000.00	\$ 150,000.00	1	\$ 150,000.00	\$ 150,000.00		
2	SITE CLEARING & RIGHT-OF-WAY PREPARATION	AC	\$ 7,000.00	1.8	\$ 12,600.00	\$ 11,200.00	1.8	\$ 20,160.00	\$ 22,506.32	1.8	\$ 40,511.38	\$ 5,000.00	1.8	\$ 9,000.00	\$ 25,200.00	1.8	\$ 45,360.00	\$ 7,373.58	1.8	\$ 13,272.44	\$ 4,200.00	1.8	\$ 7,560.00						
3	TRENCH EXCAVATION PROTECTION	LF	\$ 4.50	13,007	\$ 58,531.50	\$ 0.84	13,007	\$ 10,925.88	\$ 0.65	13,007	\$ 8,454.55	\$ 1.50	13,007	\$ 19,510.50	\$ 5.00	13,007	\$ 65,035.00	\$ 2.63	13,007	\$ 34,208.41	\$ 2.00	13,007	\$ 26,014.00						
4	16" GATE VALVE & BOX (COMPLETE)	EA	\$ 12,300.00	18	\$ 221,400.00	\$ 10,150.44	18	\$ 182,707.92	\$ 13,618.00	18	\$ 245,124.00	\$ 13,000.00	18	\$ 234,000.00	\$ 12,818.00	18	\$ 230,724.00	\$ 11,642.14	18	\$ 209,558.52	\$ 12,088.89	18	\$ 217,600.02						
5	12" GATE VALVE & BOX (COMPLETE)	EA	\$ 4,700.00	3	\$ 14,100.00	\$ 4,417.23	3	\$ 13,251.69	\$ 5,616.18	3	\$ 16,848.54	\$ 6,000.00	3	\$ 18,000.00	\$ 4,800.00	3	\$ 14,400.00	\$ 4,420.39	3	\$ 13,261.17	\$ 6,077.67	3	\$ 18,233.01						
6	16" C909 PVC DR18 (CL 235), WTR LN	LF	\$ 104.00	13,347	\$ 1,388,088.00	\$ 119.55	13,347	\$ 1,595,633.85	\$ 120.57	13,347	\$ 1,609,247.79	\$ 120.00	13,347	\$ 1,601,640.00	\$ 93.00	13,347	\$ 1,241,271.00	\$ 138.46	13,347	\$ 1,848,025.62	\$ 129.81	13,347	\$ 1,732,574.07						
7	12" C909 PVC DR18 (CL 235), WTR LN	LF	\$ 102.00	10	\$ 1,020.00	\$ 137.94	10	\$ 1,379.40	\$ 299.92	10	\$ 2,999.20	\$ 95.00	10	\$ 950.00	\$ 70.00	10	\$ 700.00	\$ 144.77	10	\$ 1,447.70	\$ 84.10	10	\$ 841.00						
8	2" C909 PVC DR18 (CL 235), WTR LN	LF	\$ 46.00	65	\$ 2,990.00	\$ 46.00	65	\$ 2,990.00	\$ 49.46	65	\$ 3,214.90	\$ 25.00	65	\$ 1,625.00	\$ 70.00	65	\$ 4,550.00	\$ 37.83	65	\$ 2,458.95	\$ 42.11	65	\$ 2,737.15						
9	TIE-IN (COMPLETE) (16 IN)	EA	\$ 8,000.00	1	\$ 8,000.00	\$ 4,710.18	1	\$ 4,710.18	\$ 5,689.92	1	\$ 5,689.92	\$ 9,000.00	1	\$ 9,000.00	\$ 10,500.00	1	\$ 10,500.00	\$ 5,079.55	1	\$ 5,079.55	\$ 5,397.00	1	\$ 5,397.00						
10	TIE-IN (COMPLETE) (12 IN)	EA	\$ 6,000.00	2	\$ 12,000.00	\$ 7,214.08	2	\$ 14,428.16	\$ 4,757.67	2	\$ 9,515.34	\$ 6,000.00	2	\$ 12,000.00	\$ 10,500.00	2	\$ 21,000.00	\$ 3,281.58	2	\$ 6,563.16	\$ 5,000.00	2	\$ 10,000.00						
11	TIE-IN (COMPLETE) (2 IN)	EA	\$ 4,000.00	2	\$ 8,000.00	\$ 1,692.50	2	\$ 3,385.00	\$ 2,693.12	2	\$ 5,386.24	\$ 2,000.00	2	\$ 4,000.00	\$ 8,500.00	2	\$ 17,000.00	\$ 2,027.33	2	\$ 4,054.66	\$ 4,500.00	2	\$ 9,000.00						
12	2" AIR RELEASE VALVE	EA	\$ 7,000.00	1	\$ 7,000.00	\$ 8,012.03	1	\$ 8,012.03	\$ 9,468.32	1	\$ 9,468.32	\$ 5,000.00	1	\$ 5,000.00	\$ 6,500.00	1	\$ 6,500.00	\$ 5,913.76	1	\$ 5,913.76	\$ 6,396.00	1	\$ 6,396.00						
13	STD. FIRE HYDRANT ASSEMBLY	EA	\$ 8,000.00	10	\$ 80,000.00	\$ 9,339.15	10	\$ 93,391.50	\$ 9,284.73	10	\$ 92,847.30	\$ 8,000.00	10	\$ 80,000.00	\$ 11,850.00	10	\$ 118,500.00	\$ 6,404.45	10	\$ 64,044.50	\$ 9,410.90	10	\$ 94,109.00						
14	DUCTILE IRON FITTINGS	TON	\$ 2,000.00	7.86	\$ 15,720.00	\$ 9,600.53	7.86	\$ 75,460.17	\$ 13,596.40	7.86	\$ 106,867.70	\$ 8,000.00	7.86	\$ 62,880.00	\$ 13,000.00	7.86	\$ 102,180.00	\$ 12,472.74	7.86	\$ 98,035.74	\$ 15,113.87	7.86	\$ 118,795.02						
15	30' STEEL CASING BY BORE	LF	\$ 1,030.00	235	\$ 242,050.00	\$ 697.46	235	\$ 163,903.10	\$ 581.00	235	\$ 136,535.00	\$ 750.00	235	\$ 176,250.00	\$ 1,250.00	235	\$ 293,750.00	\$ 663.84	235	\$ 156,002.40	\$ 827.11	235	\$ 194,370.85						
16	30' STEEL CASING BY OPEN CUT	LF	\$ 280.00	180	\$ 50,400.00	\$ 430.47	180	\$ 77,484.60	\$ 276.92	180	\$ 49,845.60	\$ 300.00	180	\$ 54,000.00	\$ 650.00	180	\$ 117,000.00	\$ 232.34	180	\$ 41,821.20	\$ 316.67	180	\$ 57,000.60						
17	SERVICE TIE-INS	EA	\$ 3,000.00	6	\$ 18,000.00	\$ 1,978.94	6	\$ 11,873.64	\$ 2,642.44	6	\$ 15,854.64	\$ 2,000.00	6	\$ 12,000.00	\$ 3,500.00	6	\$ 21,000.00	\$ 2,004.54	6	\$ 12,027.24	\$ 5,628.33	6	\$ 33,769.98						
18	DRIVEWAY REPAIR (GRAVEL)	SY	\$ 87.00	20	\$ 1,740.00	\$ 16.80	20	\$ 336.00	\$ 194.40	20	\$ 3,888.00	\$ 25.00	20	\$ 500.00	\$ 150.00	20	\$ 3,000.00	\$ 32.64	20	\$ 652.80	\$ 120.00	20	\$ 2,400.00						
19	DRIVEWAY REPAIR (ASPHALT)	SY	\$ 190.00	32	\$ 6,080.00	\$ 56.00	32	\$ 1,792.00	\$ 192.71	32	\$ 6,166.72	\$ 45.00	32	\$ 1,440.00	\$ 150.00	32	\$ 4,800.00	\$ 203.69	32	\$ 6,518.08	\$ 120.00	32	\$ 3,840.00						
20	FENCE REPAIR (IRON)	LF	\$ 35.00	20	\$ 700.00	\$ 100.80	20	\$ 2,016.00	\$ 323.21	20	\$ 6,464.20	\$ 45.00	20	\$ 900.00	\$ 150.00	20	\$ 3,000.00	\$ 246.40	20	\$ 4,928.00	\$ 250.00	20	\$ 5,000.00						
21	FENCE REPAIR (BARB)	LF	\$ 21.00	195	\$ 4,095.00	\$ 16.80	195	\$ 3,276.00	\$ 25.86	195	\$ 5,042.70	\$ 15.00	195	\$ 2,925.00	\$ 85.00	195	\$ 16,575.00	\$ 20.37</											



Green Valley Special Utility District
605 FM 465, P.O. Box 99
Marion, Texas 78124
Telephone: 830.914.2330
Fax: 830-420-4138

EMINENT DOMAIN/CONDEMNATION PROCESS STANDARD OPERATING PROCEDURE

1. GVSUD has been granted the power of eminent domain by the Texas legislature. Texas Water Code Section 49.222 requires that a district such as GVSUD follow the provisions of Texas Property Code Chapter 21:

Sec. 49.222. EMINENT DOMAIN. (a) A district or water supply corporation may acquire by condemnation any land, easements, or other property inside or outside the district boundaries, or the boundaries of the certificated service area for a water supply corporation, necessary for water, sanitary sewer, storm drainage, or flood drainage or control purposes or for any other of its projects or purposes, and may elect to condemn either the fee simple title or a lesser property interest.

(b) The right of eminent domain shall be exercised in the manner provided in Chapter [21](#), Property Code, except that a district or a water supply corporation shall not be required to give bond for appeal or bond for costs in any condemnation suit or other suit to which it is a party and shall not be required to deposit more than the amount of any award in any suit.

2. GVSUD follows the timelines in Chapter 21 of the Property Code for obtaining an easement (a right to use the land, but not ownership):
3. Procedures:

- a. GVSUD will begin negotiations by attempting to engage in informal discussions with landowners in an effort to reach an agreement to purchase the easement.
- b. If informal negotiations are unsuccessful, GVSUD will pursue the following actions and timeline.

- **Day 0: Initial Offer**

- GVSUD will send a “bona fide” meaning it meets all of technical requirements of Chapter 21 (sent by certified mail, include a draft easement, include a copy of any appraisal GVSUD has obtained in the last 10 years, include a copy of the Landowner’s Bill of Rights, and state what portion of the dollar offer is for “damages” to the remainder of the property).
- GVSUD must provide at least 30 days following the “initial offer” for the landowner to respond (agree, reject, counteroffer).

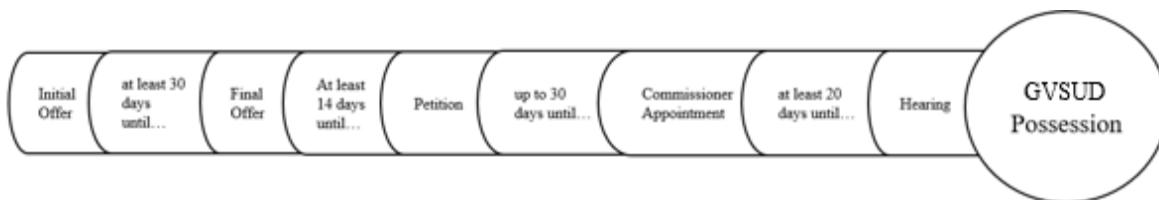
- **No earlier than Day 31: Final Offer**

- If the landowner rejects or fails to respond, or makes an unacceptable counteroffer, GVSUD will send a “final offer.” However, a “final offer” is not valid if GVSUD has not included an independent written appraisal from a certified appraiser. **The offer has to be at least the value in the written appraisal.**

- There must be at least 30 days between the initial offer and final offer and the landowner must be given at least 14 days to respond to the final offer before a condemnation petition may be filed. *See Texas Property Code 21.0113.*
- **No sooner than 14 days after final offer: Condemnation Proceeding**
 - If no agreement is reached, GVSUD will file suit in either the district court or the county court of law in the county where at least part of the property is located. *See Texas Property Code 21.001 and 21.013.*
 - GVSUD's petition must contain a description of the property to be condemned, the public use for which the property is being taken, the name of the property owner, state that the company and the landowner are unable to agree on the damages due, state that the company provided the landowner with a copy of the Bill of Rights, and state that the company made a bona fide offer as required. *See Texas Property Code 21.001.*
- **Special Commissioner Appointment, Hearing and Award**
 - No later than the 30th calendar day after the petition is filed, the judge will appoint three local landowners as "special commissioners" to determine compensation, and both the landowner and GVSUD have the right to strike a commissioner. *See Texas Property Code 21.014.*
 - No sooner than 20 days after appointment, the special commissioners will schedule a hearing on compensation, where the landowner may present appraisal reports or other evidence concerning the value of the property being condemned, the injury to the property owner, the benefit to the owner's remaining property, and the use of the property for the purpose of the condemnation. *See Texas Property Code 21.015 – 21.016 & 21.041.*
 - After the hearing, the commissioners will issue an "award" stating the value of compensation GVSUD must pay the landowner. That award is then filed with the court.

NOTE: - once the commissioners make an award, GVSUD may take possession of the property, despite the potential for further litigation, if GVSUD pays a required amount to the landowner or to the court or posts a bond to secure the payment of damages. *See Texas Property Code 21.021.*

Appeal From Commissioners' Findings. Either party may object to the findings of the special commissioners by filing a written statement with the court on or before the first Monday following the 20th day after the day the commissioners file their findings with the court, and the court try the case in the same manner as other civil causes. *See Texas Property Code 21.018.*





MEMORANDUM

Date: January 23, 2025

Project Name: Fair Oaks Mosaic TBY (Dean Tract)- Water Non-Standard Service Agreement

Applicant: Mosaic Land Development

Location: 3651 Stagecoach Road, Seguin, TX 78155

Water Development Plan

The subject tract property is located within the City of Seguin Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The property is located south of Stagecoach Road, approximately 1400 feet west of the intersection of Stagecoach Rd and Nickerson Farm Road. The applicant intends to develop 370 residential lots on the 79.09-acre tract. The applicant has requested 370 – 5/8" x 3/4" water meters for potable demand and 2 – 5/8 x 3/4" meters for irrigation demand. This equates to a total of 372 Equivalent Dwelling Units (EDU) based on TRWA's recommended meter equivalents. With the 0.4 acre-feet per connection demand, this request totals 148.8 acre-feet per year. GVSUD currently has adequate water supply available to meet the application request through the Canyon Regional Water Authority (CRWA) Water Supply Wholesale Contracts. To aid in GVSUD's long-term planning efforts, we are encouraging the developers to manage the water resources in the most efficient manner. GVSUD will serve this development from the Leissner School Road Metering Station, Co-op Meter Station and Plant 3 Elevated Storage Tank. No additional water rights are required for the District to meet the request of this application. GVSUD has an existing 12-inch distribution waterline running along Stagecoach Rd and the frontage of the property. The applicant will be responsible for the cost of installing their internal waterlines as well as all other appurtenances including fire hydrants within the proposed subdivision which must be compliant with the fireflow criteria of the local jurisdiction. The applicant will be responsible for their prorata share of the cost of the Plant 3 fill line from the Co-op meter station to the site. The county will require compliance with the International Fire Code and the applicant requests 1,000 gpm at 20 psi residual pressure. This is common for residential land uses.

Estimated Costs

The applicant has requested 370 – 5/8" x 3/4" meters for the residential development. As of June 1, 2019, the District cost of a 5/8" x 3/4" connection is \$6,465 per connection. These costs include the impact fees, water acquisition fees, meter costs, installation, inspection and account deposit. This equates to a total of \$2,404,980 for the 370 residential meters and two irrigation meters. The water acquisition fee, assessed at \$6,1991.23 per EDU currently, will be due at the time of plan submission. The total water acquisition fee, at the current rate, for this project totals \$2,600,737.56. The estimated prorata costs for the 16-inch plant 3 fill line is estimated at \$558,330, the estimated prorata costs for the pump station upgrades is estimated to be \$639,840. If the new GVSUD water impact fee is approved and in place prior to this fee being due, the developer will be required to pay the new impact fee and they will not have to pay the additional contribution in aid of construction as discussed in this paragraph. No additional costs to the District at this time.

Recommended Board Action: GVSUD recommends approval. The proposed development can be feasibly served by GVSUD, subject to the developer meeting all requirements and paying associated fees.

GREEN VALLEY SPECIAL UTILITY DISTRICT NON-STANDARD WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into and by and between Fair Oaks Mosaic TBY, LP, hereinafter referred to as "Developer," and Green Valley Special Utility District, hereinafter referred to as "GVSUD" or the "District."

WHEREAS, Developer is engaged in developing adjoining tracts totaling approximately 79.09 acres of land located south of Stagecoach Road, approximately 1400 feet west of the intersection of Stagecoach Road and Nickerson Farm Road, in the City of Seguin Extraterritorial Jurisdiction, Guadalupe County, Texas, said land being hereinafter referred to as "the Property" and identified by full legal description on Exhibit A attached hereto and incorporated herein for all purposes; and

WHEREAS, GVSUD owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its state-certified certificate of convenience and necessity ("CCN") No. 10646 and district boundaries; and

WHEREAS, Developer is planning to develop a residential subdivision on the Property in three phases with three hundred and seventy (370) residential connections and requires three hundred and seventy (370) 5/8" residential meters and two (2) 5/8" meters for irrigation, for a total of 372 Equivalent Dwelling Units ("EDU"); and

WHEREAS, Developer has requested GVSUD to provide such water service to the Property through an extension of GVSUD's water system, such extension being hereinafter referred to as the "Water System Extension";

NOW THEREFORE, LET IT BE KNOWN, that for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and GVSUD agree as follows:

1. Water System Extension.

The Water System Extension consists of the "Subdivision System" improvements, as defined herein, and the "District System" improvements, defined below. The Water System Extension shall be designed and constructed to provide tariffed non-standard water utility service to the Property. The Water System Extension shall be engineered in accordance with the applicable specifications of GVSUD and all

governmental agencies having jurisdiction. The non-standard service requirements of the Property are set forth in the September 4, 2024 Dean Tract Development Water Service Feasibility Study prepared by Utility Engineering Group, PLLC, attached hereto and incorporated herein for all purposes as Exhibit B. The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development of the Property provided to GVSUD by the Developer.

The terms and conditions for the extension of GVSUD's retail public water utility service to the Property are specified in Exhibit B and GVSUD's Operations Policy. In the absence of a necessary term or in the event of conflict with any provision in this general Agreement, the terms in Exhibit B shall control.

a. Subdivision System.

The "Subdivision System" shall include all water lines, service lines, meters and appurtenances, inclusive of fire hydrants compliant with the specifications of all local jurisdictions, and any required pressure-reducing valves within the boundaries of the Property and all required facilities for interconnection to the District System. The Subdivision System shall be engineered and designed by Developer's consulting engineer, who shall also be responsible for overseeing the construction of the Subdivision System under the applicable rules of the Texas Commission on Environmental Quality ("TCEQ"), the Texas Board of Professional Engineers ("TBPE"), GVSUD Water Standards and Design Criteria, and GVSUD Standard Water Details. All engineering plans for the Subdivision System must be reviewed and approved by GVSUD's consulting engineer prior to the commencement of any utility system construction on the Property. Any changes made to the infrastructure or design must be approved by GVSUD.

The Developer shall construct, at its expense, all of the water utility infrastructure necessary to provide public utility and fire-fighting services to the Property. The Developer shall bear all costs of such design and construction. The Developer shall also reimburse GVSUD for all costs incurred by the District in having its engineers review and oversee the Developer's plans and construction for the Subdivision System.

b. District System.

The "District System" shall include all water production, storage, treatment, pressure, transmission lines and other System facilities outside the Property as specified in Exhibit B. The District System improvements shall be engineered and designed in accordance with the applicable specifications of GVSUD, including GVSUD Water Standards and Design Criteria and GVSUD Standard Water Details, and all governmental agencies having jurisdiction. All engineering and design for the District System must be reviewed and approved by GVSUD's consulting engineer prior to the issuance of any bid request for the construction of

the Water System Extension and the commencement of any utility system construction on the Property.

After completion of the plans and specifications by the Developer's consulting engineer and their approval by the GVSUD's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".

As further specified in Exhibit B, Developer shall be responsible for a pro rata share of the cost of the Plant 3 fill line extending from the District's co-op meter state to the Property, the cost of providing any required easements and relocation of any existing infrastructure overtaken by right of way or other easement dedications required by the applicable platting authority. no District System improvements anticipated to be required for the provision of service to the Property. If the requirements to serve the Property change due to material changes to the requested service plan by the Developer or changes in Public Drinking Water system rules by the TCEQ, the changes in GVSUD's facilities and service capacities necessitated by these actions shall be designed and constructed by GVSUD at the Developer's cost.

2. Fire Flows.

Developer has requested and GVSUD has agreed to provide additional water service capacities to the Property sufficient to provide fire flows to the extent and in the manner described in Exhibit B. Developer must comply with all state and federal regulations and all applicable local fire flow requirements at Developer's sole cost. If the requirements for fire-fighting service capacity imposed by any lawful regulatory body are changed, the Developer or its successors (including a homeowners' association) shall be obligated to pay for any modifications to or additional service capacities from the District System necessary to accommodate those changes.

3. Required Easements or Rights-of-Way.

Developer shall be responsible for dedicating at Developer's cost any easements across the Property required for the provision of service. Developer shall further be responsible for all costs associated with GVSUD's acquisition of easements on privately owned land determined by GVSUD to be necessary for the construction of the Water System Extension, including the cost of any consent or release required by any person or entity having a lien or other security interest in the easement or real property to be encumbered by said easement(s). Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically consented to in writing by GVSUD. In the event that GVSUD is required to exercise its statutory right of eminent domain to obtain any easement determined by GVSUD to be necessary for the Water System Extension, Developer shall be responsible for all such costs, including, but not limited to, all

consideration and litigation costs of the condemnee and all GVSUD litigation costs, including witness and special commissioner fees, appraisals and right-of-way subcontractor fees. GVSUD may require Developer to escrow all such projected costs before initiating any condemnation actions. Developer acknowledges and consents to any delays to final provision of retail public water utility service to the Property arising from condemnation proceedings initiated to obtain the necessary easement(s).

All pipeline easements assigned to GVSUD inside and outside of the Property shall be not less than 20-feet in width. The pipeline easement(s) shall be located on private property along a route that best facilitates the most reliable and efficient operation of the Water System Extension. If such optimal route adversely affects the easement grantor, Developer may request an alternate course of the easement except that when the pipeline(s) or plant is installed, the easement herein granted shall be limited to a strip of land 20-feet in width from the centerline or center-point thereof. GVSUD's consulting engineer shall have the final decision on where any easement must be located.

There shall be a construction easement of no less than 20 feet parallel and adjacent to said pipeline easements for the period necessary to construct and test public utility pipelines and such other utility plant with the easement. After the newly constructed pipeline, utility plant or other facilities have been constructed and placed into commercial operation, the construction easement shall terminate. Thereafter, the easement shall be only 20-feet in width.

4. Service from the Water System Extension.

(a) After proper completion and dedication of the Water System Extension to GVSUD, GVSUD shall provide continuous and adequate water service to the Property under the requirements of GVSUD's state-issued certificate of convenience and necessity, TCEQ regulations, and all duly adopted rules and regulations of GVSUD and payment of the following:

- (1) All standard rates, fees and charges as reflected in GVSUD's approved Operations Policy;
- (2) Any applicable impact or capital recovery fee adopted by GVSUD; and
- (3) Any applicable water acquisition fee or reservation charge adopted by GVSUD.

(b) Unless the prior approval of GVSUD is obtained, the Developer shall not:

- (1) Construct or install additional water lines or facilities to service areas outside the Property;
- (2) Add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
- (3) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

5. Subdivision Restrictions.

Developer shall create and enforce a permanent and irrevocable subdivision deed, plat, or other restriction and/or covenant running with the land that shall prohibit the construction of private potable water systems or water wells within the subdivision. These prohibitions need not apply to non-potable water sources used for irrigation purposes only if they do not encroach on or in any way hazard GVSUD's source of water. No interconnection between a private water supply and GVSUD's water supply may be constructed or maintained except in strict conformance with applicable state or federal health, safety, environmental or utility regulations.

6. Cost Changes.

Due to the variable market for needed materials and supplies, quotations for the cost of construction of utility plant and/or upgrades, if any, that will be necessary to meet the service demands of the service application shall be valid and effective only for the date of presentation by GVSUD's consulting engineer. For purposes of this Agreement, the "date of presentation" means the date the quotations and Water System Extension plans were presented to the Developer. Following the date of presentation, materials and supplies for construction may include an adjustment to reflect current market prices if such changes are found reasonable and approved in writing by GVSUD's consulting engineer. All costs of change orders or other modifications of the engineered design and/or TCEQ-approved plans shall be borne by Developer unless such changes or modifications are made at GVSUD's request for the sole benefit of other GVSUD customers.

7. Construction of the Water System Extension.

(a) Subdivision System.

(1) Developer shall select its own contractor for the construction of the Subdivision System, subject to GVSUD's right to reject such selection if GVSUD, its consulting engineer, or its attorney has had an unsatisfactory prior experience with said contractor and/or its work. If GVSUD rejects Developer's designated contractor, Developer shall be authorized to select another contractor or to request GVSUD to obtain a suitable contract through the same bid procedures to be used

for the District System improvements. No construction shall commence until plans and specifications for the District System have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law.

(2) The Subdivision System shall be constructed in accordance with the approved plans and specifications. GVSUD shall have the right to inspect all phases of the construction of the Subdivision System. Developer must give written notice to GVSUD of the date on which construction of the Subdivision System is scheduled to begin so that GVSUD may assign an inspector. GVSUD may charge reasonable inspection fees based on the actual costs of labor, travel, and incidental expenses of the inspectors.

(b) District System.

(1) The District shall, at Developer's sole expense, advertise to receive bids for the construction of the District System improvements in accordance with generally accepted bidding practices and shall award the contract for the construction of the District System. GVSUD may reject any bid, contractor, or subcontractor if GVSUD or its agents have had an unsatisfactory experience with that contractor or subcontractor. No construction will commence until plans and specifications for the District System have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law. GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, or certificates.

(2) The District System improvements shall be constructed in accordance with the approved plans and specifications. GVSUD may charge reasonable inspection fees based on the actual costs of labor, travel, and incidental expenses of the inspectors.

(c) Limitation of Liability.

GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, certificates, or contractor acceptable to both GVSUD and Developer. GVSUD shall have no liability whatsoever for the acts and omissions of Developer, its engineer(s), its contractor(s) or its subcontractor(s). GVSUD shall have no liability or responsibility to third persons for the materials and supplies used by Developer. Developer shall be responsible and liable for the safety of the work site and the preservation of materials and equipment related to the Subdivision System improvements. Developer shall hold GVSUD harmless for any claims, demands, suits or causes of action related to the Developer-constructed Subdivision System. Developer shall indemnify GVSUD for all expenses or damages incurred by GVSUD, including attorney and litigation costs, related to the Developer-constructed Subdivision System improvements until it is

dedicated to and accepted by GVSUD. All rights and protections of GVSUD in this Paragraph shall be extended to GVSUD's directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s).

8. Dedication of Water System Extension to GVSUD.

Upon proper completion of construction of the Water System Extension improvements and final inspection thereof by GVSUD, the Water System Extension improvements shall be dedicated to GVSUD by an appropriate legal instrument approved by GVSUD's Attorney. Developer shall own and maintain all Subdivision System improvements behind the master meter in compliance with applicable regulatory requirements. Developer shall bear any costs of remediation or rehabilitation necessary to bring the Water System Extension into compliance with all state, federal, and GVSUD standards before acceptance by GVSUD. GVSUD shall have the sole decision of when the Water System Extension is acceptable. The Water System Extension shall thereafter be owned and maintained by GVSUD; however, Developer shall warrant the construction and suitability of the same for a period of one (1) calendar year and shall bear all costs of repairs and improvements during this warranty period.

9. Cost of the Water System Extension.

(a) Developer shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including without limitation the cost of the following:

- (1) Engineering and design;
- (2) Easement or right-of-way acquisition;
- (3) Construction;
- (4) Inspection;
- (5) Attorneys' fees;
- (6) Governmental or regulatory approvals required to lawfully provide service;
- (7) GVSUD's water acquisition charge; and
- (8) GVSUD's prescribed capital recovery fee/connection fee (by anticipated meter size), which shall be charged for each lot and/or service connection the Water System Extension is designed to serve for any production, treatment, storage, pressure and transmission facilities to be added to the District System. GVSUD's capital recovery fee shall not be

subject to credit for District System improvements required by Exhibit B, nor shall any credit against GVSUD's capital recovery fee be applied to any Subdivision System improvement. GVSUD may elect to oversize the District System improvements and, if it so elects, will offset or credit the total capital recovery (impact) fees to be paid by the Developer for oversizing the Water System Extension at GVSUD's request to facilitate other or future GVSUD customers. Any offset credit received shall never exceed the total amount of GVSUD's prescribed capital recovery (impact) fee (by anticipated meter size) and/or water capacity reservation charge, which would otherwise be collected. If GVSUD's obligation to reimburse the Developer for oversizing exceeds the Developer's obligation to pay capital recovery fees, GVSUD shall reimburse the remainder of such oversizing payments, if any, in three equal annual installments after the conclusion of all Water System Extension construction.

(b) Developer shall indemnify GVSUD and hold GVSUD harmless from all of the foregoing costs.

(c) Payment Timing:

(1) A Non-Standard Service Investigation Fee in an amount set by the GVSUD's General Manager, in consultation with the GVSUD's consulting engineer and counsel, shall be paid by cashier's check payable to the GVSUD at the time of initial application for service.

(2) Water acquisition charges for all proposed service connections shall be paid in the amount then in effect under GVSUD's Operations Policy and shall be due and payable at the time of construction plan approval for each platted unit.

(3) Capital recovery fees shall be paid at the time Developer or its successor requests the initiation of water utility service to a residential or commercial site at the then-effective capital recovery fee amount then in effect and included in GVSUD's Operations Policy.

(4) In the event that GVSUD elects to construct the District System improvements, any funds required for the District System construction shall be escrowed in an interest bearing, federally insured, account in a state-chartered bank located in Bexar County, Texas within thirty (30) days of the acceptance of construction bid(s) by GVSUD. The account shall be in the name of and under the sole control of the GVSUD. Interest accrued thereon shall be retained in the account for the benefit of the Developer. All escrow and other charges associated with the creation and maintenance of this account shall be borne by Developer. If the amount of the funds to be escrowed exceeds \$100,000, the bank shall provide suitable collateral in the form of United States or State of Texas treasury bonds, bills or

certificates of obligation suitable as collateral under the Texas Public Funds Investment Act, with said collateral to be held by an agent acceptable to GVSUD. Developer shall be required to maintain the level of funds in said escrow account at no less than ten percent (10%) of the total estimated cost of the District System. If phased development and construction under multiple Non-Standard Service Agreements will be followed, the parties may establish and utilize a single escrow account. All funds remaining in the escrow account at the expiration of the Developer's one-year warranty of the Water System Extension (or the final warranty year if phased development and construction is followed) shall be refunded to Developer. Developer-paid capital recovery (impact) fees or capacity reservation charges shall be paid directly to GVSUD and shall not be subject to escrow but shall be the unrestricted funds of GVSUD. Failure to deliver the funds to GVSUD's business offices within the thirty (30) day period shall void the application for non-standard service and the Developer shall have to reapply and repay all applicable Non-Standard Service Investigation Fees. Upon timely delivery of these funds to the selected bank, GVSUD shall authorize construction to commence.

(d) Except for the one-year warranty provided in the Agreement, and except for the Subdivision System property that is to remain under the Developer and/or its assigns' sole control, nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by GVSUD and the expiration of the warranty period.

(e) If the Developer requests GVSUD to install meters at service locations during the construction of the Subdivision System infrastructure, Developer shall pay the normal monthly service rates for each meter beginning with the date of installation. Unless the service meter is for the Developer's own permanent use and not for property to be resold to the public in the ordinary course of business, Developer shall pay a customer service deposit then in effect pursuant to GVSUD's Operations Policy per 5/8-inch meter. The deposit shall be increased by the meter equivalency factors in GVSUD's approved Operations Policy for larger meters. Failure to timely pay the service charges and/or deposits for any individual meter shall be grounds for discontinuance and/or refusal of service for all other meters held by Developer.

No construction of any portion of the Subdivision System shall be constructed prior to the time of plat review or construction plan submission for review, whichever is earlier. The connection/capital recovery fees and water acquisition charges to be paid shall be fees included in GVSUD's Operations Policy on the date of payment. Connection fees and water acquisition charges shall not be "grandfathered."

10. Term of Contract and Connection Fees.

Execution of this Agreement shall bind the parties for a period of five calendar years. GVSUD may in its sole discretion extend the Agreement after the initial five-year term at its sole option and under such terms and conditions as the District deems appropriate at that time. If the full service requested and contracted for is not placed into commercial operation at the end of this five-year term, those service capacities may be forfeited by the Developer and may be used without reimbursement or compensation by GVSUD to serve other properties within its service area.

11. Effect of Force Majeure.

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inabilities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

12. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the GVSUD shall be addressed:

Green Valley Special Utility District
Attn: General Manager
P O Box 99
Marion, Texas 78124
Fax (830) 420-4138

with copy to:

Shan S. Rutherford
Terrill & Waldrop
810 West 10th Street
Austin, Texas 78701
Tel. (512) 474-9100

Any notice mailed to Developer shall be addressed:

Fair Oaks Mosaic TBY, LP
Attn: Blake Yantis, Owner
6812 West Avenue, Suite 100
San Antonio, Texas 78213
Tel. (214) 764-9675

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

13. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

14. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

15. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of GVSUD and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

16. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable within the state-certificated service area of GVSUD.

17. Venue.

Venue for any civil suit arising hereunder shall be in Guadalupe County, Texas. Venue for any administrative law action arising hereunder shall be vested in the applicable state agency and the appropriate courts of Travis County, Texas.

18. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

19. Assignability.

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the GVSUD, which consent will not be unreasonably withheld. GVSUD may assign this Agreement to any other retail public utility authorized by the TCEQ and/or Public Utility Commission of Texas to serve the Property.

20. Effective Date.

This Agreement shall be effective from and after the date of due execution by all Parties.

21. Conflict.

In the event there is determined to be a conflict between the terms of this Agreement and the provisions in GVSUD's Operations Policy governing the same matter, GVSUD's Operations Policy shall prevail.

22. Recitals Incorporated.

The recitals to this Agreement are incorporated herein by reference for all purposes.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

GVSUD

DEVELOPER

By: _____ By: _____

Date: _____ Date: _____

**GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT**

Exhibit A – Legal Description of the Property

E-Filed By Alamo Title Company
GF 4000412301183 JG

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Grantor: SA Better Man, LLC, a Texas limited liability company

Grantor's Mailing Address:

6812 West Avenue, Suite 100
San Antonio, TX 78213

Grantee: Fair Oaks Mosaic TBY, LP, a Texas limited partnership

Grantee's Mailing Address:

6812 West Avenue, Suite 100
San Antonio, TX 78213

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, including the assignment of all of Grantor's membership interest to Grantee in connection with a Reverse Exchange under Section 1031 of the Internal Revenue Code.

Property:

80.20 acres, more or less, being the same property conveyed to Grantor pursuant to Warranty Deed from Paul Dean, et al to Grantor dated September 11, 2023 and recorded in Clerk's File No. 202399022830, Guadalupe County, Texas (the "Land"), including all (i) strips or gores, if any, between the Land and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Land, (iii) any easements, rights of way, rights of ingress and egress or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land, and (iv) all development rights, utility service commitments and connections and all other development rights associated with the Land, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Land.

Reservations from and Exceptions to Conveyance and Warranty: All matters of record, to the extent the same are valid, in existence and affect the Property.

GWD(FairOaks)121423

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Grantor: SA Better Man, LLC, a Texas limited liability company

Grantor's Mailing Address:

6812 West Avenue, Suite 100
San Antonio, TX 78213

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Grantee's Mailing Address:

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San Antonio, TX 78213

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, including the assignment of all of Grantor's membership interest to Grantee in connection with a Reverse Exchange under Section 1031 of the Internal Revenue Code.

Property:

80.20 acres, more or less, being the same property conveyed to Grantor pursuant to Warranty Deed from Paul Dean, et al to Grantor dated September 11, 2023 and recorded in Clerk's File No. 202399022830, **Guadalupe County, Texas** (the "Land"), including all (i) strips or gores, if any, between the Land and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Land, (iii) any easements, rights of way, rights of ingress and egress or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land, and (iv) all development rights, utility service commitments and connections and all other development rights associated with the Land, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Land.

Reservations from and Exceptions to Conveyance and Warranty: All matters of record, to the extent the same are valid, in existence and affect the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

IN WITNESS WHEREOF, this General Warranty Deed is executed by Grantor to be effective as December 19, 2023.

SIGNATURE PAGE FOLLOWS

SA BETTER MAN, LLC, a Texas limited
liability company

By: ✓
Name: Blake Yantis
Title: man

STATE OF Texas §
COUNTY OF Bexar §

This instrument was acknowledged before me on the 19 day of
December, 2023, by Blake Yantis in the capacity
stated.



Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Mosaic Land Development, LLC
6812 West Avenue, Suite 100
San Antonio, TX 78213

FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number: 202399030811

Recorded On: December 20, 2023 08:15 AM

Total Pages: 4

Total Fees: \$34.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Kraemer 1948.

**THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION
AND SHALL REMAIN A PART OF THIS INSTRUMENT.**

Receipt Number: 20231220000002

Return To:

User: Victoria D

CSC

Station: Recording3

**STATE OF TEXAS
GUADALUPE COUNTY**

I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



Teresa Kiel

Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX

GREEN VALLEY SPECIAL UTILITY DISTRICT NON-STANDARD SERVICE AGREEMENT

Exhibit B – Water Service Feasibility Study for the Property

Green Valley Special Utility District

Dean Tract Development Water Service Feasibility Study

September 2024

Prepared by:
Utility Engineering Group,
PLLC
191 N. Union Avenue
New Braunfels, Texas 78130
Phone: (830) 214-0521 (Office)
TBPE Firm No. 18712
UEG Project No. 6096-273

Location Map:

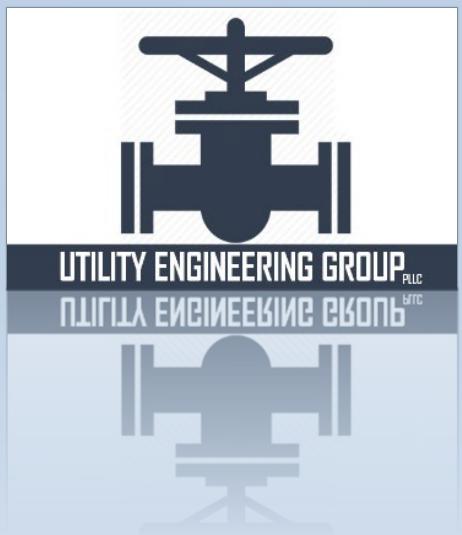


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1. Introduction

Green Valley Special Utility District (GVSUD) received the subject application for a residential development from Fair Oaks Mosaic TBY, LP for the Dean tract on August 26, 2024. Utility Engineering Group, PLLC (UEG) was authorized to prepare a water feasibility study for the proposed subdivision on August 29, 2024.

This feasibility study reviews and analyzes the proposed development layout, required easements, and projected water demand. UEG has included water use projections based on the application for service and historical water use for the District.

Once this feasibility study has been reviewed by GVSUD staff and presented to the applicant for review, and if the terms are acceptable, a water service contract will be established for the development.

2. Land Use Projections

The subject tract property is located within the City of Seguin Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The property is located south of Stagecoach Road, approximately 1400 feet west of the intersection of Stagecoach Rd and Nickerson Farm Road. The applicant intends to develop 370 residential lots on the 79.09-acre tract. The applicant has requested 370 – 5/8" x 3/4" water meters for potable demand and 2 – 5/8 x 3/4" meters for irrigation demand. This equates to a total of 372 Equivalent Dwelling Units (EDU) based on TRWA's recommended meter equivalents. The historic water demand for connections within the District has been 0.34 acre-feet per connection, however we typically project a demand of 0.4 acre-feet per connection as a conservative assumption. With the 0.4 acre-feet per connection demand, this request totals 148.8 acre-feet per year.

3. Water Availability

GVSUD currently has adequate water supply available to meet the application request through the Canyon Regional Water Authority (CRWA) Water Supply Wholesale Contracts. To aid in GVSUD's long-term planning efforts, we encourage developers to manage the water resources in the most efficient manner. This can be achieved by reducing irrigation demand, water conservation efforts and ensuring that waterline installation is completed correctly, and with adequate bedding materials. This reduces the number of leaks and associated water losses within the system over time.

Based on the number of services and amount of water requested in this application, UEG concludes that GVSUD has adequate water supply to meet the request for potable water for the proposed development.

4. Existing GVSUD Infrastructure

The following section quantifies the impact to existing GVSUD storage, pumping and distribution infrastructure. This analysis also investigates the impact of the request on the GVSUD water supplies. These supplies include well water and surface/groundwater from the District's Wholesale Provider(s).

4.1 Impact to Water Supply

GVSUD currently has adequate water supply for this development through the District's Wholesale Provider, Canyon Regional Water Authority (CRWA). GVSUD will serve this development from the Leissner School Road Metering Station, Co-op Meter Station and Plant 3 Elevated Storage Tank. These facilities will provide adequate pump, storage and production capacity to meet the long-term need of the applicant's property based on the application for service once all improvements are in place as discussed in this report. No additional water rights are required for the District to meet the request of this application.

4.2 Impact to the District's Distribution System

Currently, GVSUD has an existing 12-inch distribution waterline running along Stagecoach Rd and the frontage of the property. The applicant will be responsible for the cost of installing their internal waterlines as well as all other appurtenances including fire hydrants within the proposed subdivision which must be compliant with the fireflow criteria of the local jurisdiction. The applicant will be responsible for their prorata share of the cost of the Plant 3 fill line from the Co-op meter station to the site. The applicant will be responsible for the cost of providing any required easements and relocating any existing infrastructure that is overtaken by ROW or other easement dedications required by the platting authority. In the future the District will replace the two ground storage tanks at this plant. The subject tract and Plant 3 fill line are shown on the attached GIS exhibit.

4.3 Calculated Pressure

The Stagecoach Road property will be served by the GVSUD Plant 3, which pumps to the 830 feet msl pressure plane. Based on the topographic survey, the proposed development has an approximate maximum elevation of 615 feet msl. This equates to 215 feet of head, or a static pressure of 93 psi. The lowest elevation on the tract is 610 feet msl. This equates to 220 feet of head, or a static pressure of 95 psi. Individual pressure reducers at each property will be required.

4.4 Impact to Water Storage

GVSUD Plant 3 Elevated Tank currently has 1,000,000 Gallons of Storage Capacity onsite for retail customers. GVSUD also has redundant storage within the distribution system to reliably serve the applicant's property. No additional storage is required to meet this request.

5. Fireflow Demand Request

The applicant is required to meet the fireflow requirements for the authority having jurisdiction over the property location. In this case the applicant's property falls within the City of Seguin ETJ and Guadalupe County. The county will require compliance with the International Fire Code and the applicant requests 1,000 gpm at 20 psi residual pressure. This is common for residential land uses.

The District has adequate water supply, pumping capacity and distribution lines to meet the fireflow demand requested with the line extensions proposed in Section 4 of this report. The applicant will be responsible for ensuring that the internal water distribution system for the development is adequately sized to meet the required flows and spacing requirements of the applicable local codes.

6. Estimated Costs

The applicant has requested 370 – 5/8" x 3/4" meters for the residential development. As of June 1, 2019, the District cost of a 5/8" x 3/4" connection is \$6,465 per connection. These costs include the impact fees, water acquisition fees, meter costs, installation, inspection and account deposit. This equates to a total of \$2,404,980 for the 370 residential meters and two irrigation meters. The water acquisition fee, assessed at \$2,000 per EDU currently, will be due at the time of plan submission. The total water acquisition fee, at the current rate, for this project totals \$744,000.

The estimated prorata costs for the 16-inch plant 3 fill line is estimated at \$558,330, including design, construction and permitting of the line and will be due at agreement execution to ensure the line is constructed prior to the development needing service. The estimated prorata costs for the pump station upgrades is estimated to be \$639,840. If the new GVSUD water impact fee is approved and in place prior to this fee being due, the developer will be required to pay the new impact fee and they will not have to pay the additional contribution in aid of construction as discussed in this paragraph. This includes the required pump station upgrades that are included in the GVSUD Master

Plan approved by the Board of Directors. These are identified as Project 5 and 6 on the 0-5 year CIP project schedule and associated mapping.

7. Conclusions and Recommendations

Green Valley Special Utility District's existing water system is capable of serving this proposed development with domestic water service. The conclusions and recommendations outlined in this report are met by the proposed development and approved by the GVSUD Board of Directors.

The following conditions are provided for GVSUD's consideration:

- A. The applicant complies with GVSUD's current policies and pays all applicable fees at the time of Development.
- B. The required easement certification is provided on the recorded plat and any required easements are dedicated to the District. Attachment 1 contains the certification required by the District. If a right-of-way dedication is required by the City, additional easement and expenses may be assessed.
- C. GVSUD staff and consultants approve the location, size, material type and all appurtenances prior to construction and final acceptance of the project. GVSUD standard waterline specifications and details shall be followed and a GVSUD inspector shall be present during installation and testing of the infrastructure.
- D. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically agreed to in writing by GVSUD.
- E. Fire hydrants shall be spaced as required by the International Fire Code, City of Seguin and Guadalupe County. Fireflow shall be verified by the applicant to ensure compliance.
- F. After construction completion and GVSUD acceptance, all water distribution improvements shall be dedicated to and maintained by GVSUD. The contractor and/or developer shall warranty all construction and material for a period of one year. All system improvements that are not prepared by GVSUD must be submitted to GVSUD for review and approval prior to construction. Any work

completed without approved plans and inspection by GVSUD will be removed and/or replaced by the applicant at the sole expense of the applicant.

G. The applicant is responsible for the design and construction of its internal waterline through the development, the prorata cost of the 16-inch waterline to Plant 3 and associated pump station upgrades. GVSUD will design, bid and oversee the construction of the offsite waterline and pump station upgrades. The applicant is also responsible for the cost of their fire hydrants and all other appurtenances within the property in accordance with GVSUD and City of Seguin standards.

This water service feasibility study is subject to the approval and/or modification by the GVSUD Board of Directors after consideration of the information provided herein and the application of the policies of GVSUD. This study is based on the application for service submitted August 26, 2024 if changes or additions are made to the development this study should be revisited.

Attachment 1 – Easement Certification

GREEN VALLEY SPECIAL UTILITY DISTRICT CERTIFICATE

This land development plat has been submitted to and approved by Green Valley Special Utility District for Easements. Upon request of the Customer and payment of the required fees, the District will provide domestic water service and/or wastewater service to each lot in this Subdivision, by Agreement with the Developer.

Green Valley Special Utility District
Agent

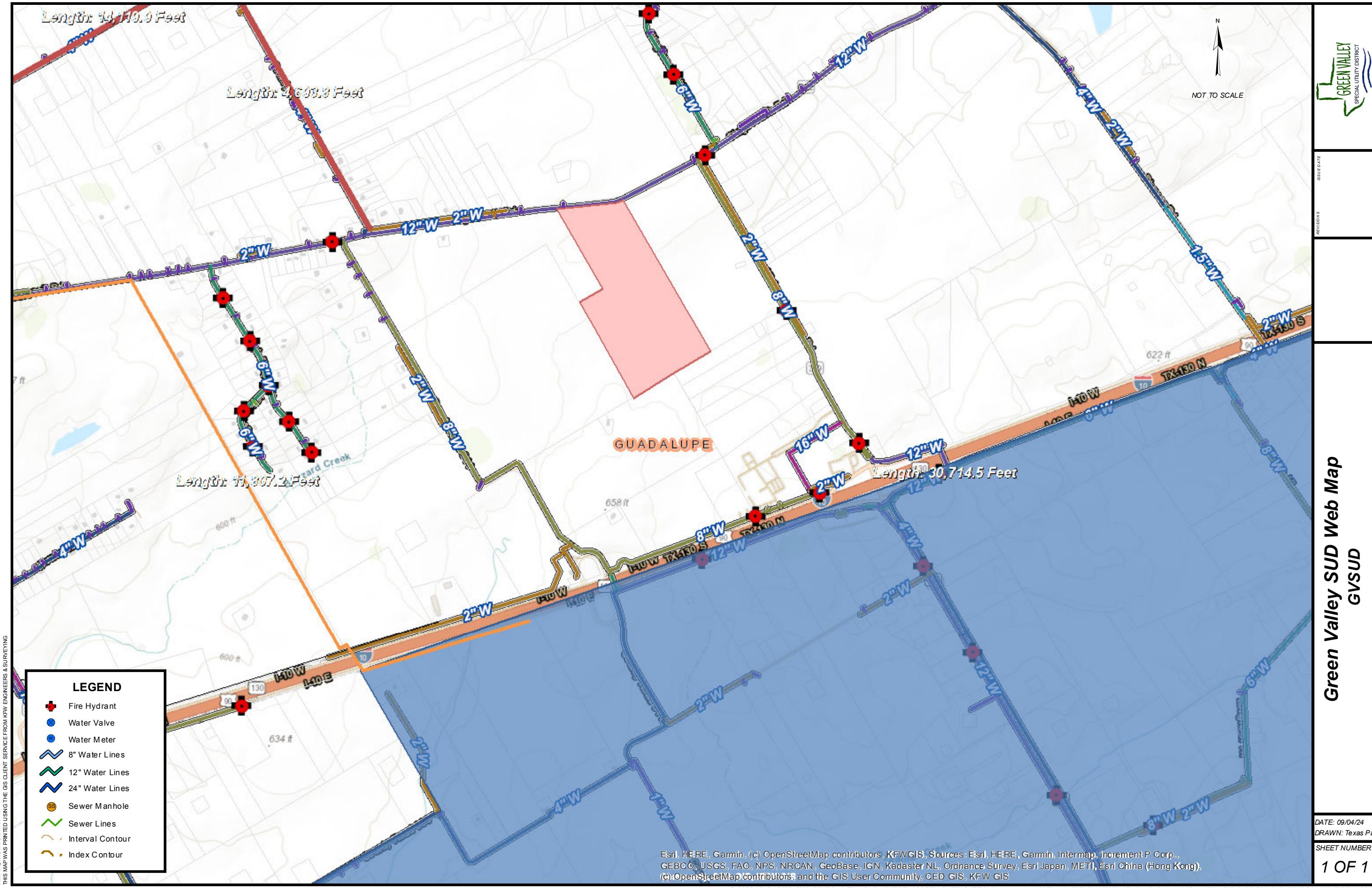
EASEMENT CERTIFICATE

The Owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, dedicates to the Green Valley Special Utility District of Marion, Texas, its successors and assigns, a perpetual Easement marked as “GVSUD Waterline Easement”, “GVSUD Sewer Easement” or “GVSUD Reuse Water Easement” as applicable with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water or waste-water transmission, collection and/or distribution lines and appurtenances and any other facilities necessary to serve Grantors’ property, as well as the Grantee’s current and future system-wide customers, together with the right of ingress and egress under, over and across Grantor’s adjacent lands and in all streets and byways for the purpose for which the above mentioned rights are granted, including the right to remove from said lands all trees, shrubs, grasses, pavements, fences, structures, improvements, or other obstructions which may interfere with the facility or the access thereto.

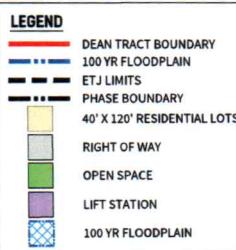
It is agreed and understood that no other utilities shall be installed within our easement to include but not limited to permanent structures and/or buildings, concrete slabs, sidewalks, walls, and pavements. Any monetary loss to Green Valley SUD resulting from modifications required of utility equipment located within said Easements due to grade change or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alterations. Upon entering in and upon said Easement, the District will endeavor to restore the land surface to a useable condition but is not obligated to restore it to a pre-existing condition.

The Easement conveyed herein was obtained or improved through Federal financial assistance. This Easement is subject to the provision of Title VI of the Civil Rights Act of 1964, and the regulations issued pursuant thereto for so long as the Easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

Attachment 2 – GIS Exhibit



Attachment 3 – Development Landplan



DEVELOPMENT SUMMARY

USE	LOTS	ACRES	DU/AC.
RESIDENTIAL	370	44.39	8.34
OPEN SPACE	N/A	13.47	N/A
ROW	N/A	21.23	N/A
TOTAL	370	79.09	4.68

LOT SUMMARY

PHASE	LOTS	ACRES	DU/AC.
I	203	44.06	4.61
II	167	35.03	4.77
TOTAL	370	79.09	4.68

DEAN TRACT / MASTER LAND PLAN



GUADALUPE COUNTY, TEXAS

SCALE: 1"=200'
0 200 400

AUGUST, 2024



SAN ANTONIO | AUSTIN | SAN MARCOS
CUDE ENGINEERS
4123 FORT WORTH ST., SUITE 101
SAN ANTONIO, TEXAS 78231
P: (210) 481.2951 F: (210) 523.7112



MEMORANDUM

Date: January 23, 2025

Project Name: Fair Oaks Mosaic TBY (Dean Tract)- Wastewater Non-Standard Service Agreement

Applicant: Mosaic Land Development

Location: 3651 Stagecoach Road, Seguin, TX 78155

Wastewater Development Plan

The proposed subdivision is located within the City of Seguin Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The proposed subdivision is located south of Stagecoach Road, and is approximately 1,400 feet west of the intersection of Stagecoach Road and Nickerson Farms Road. Currently, the property is undeveloped and does not have any wastewater service from GVSUD or any other entity. The applicant intends to develop a total of 370 Equivalent Dwelling Units (EDUs) on the 79.09-acre tract. The District has the required TPDES permit to serve this tract through the Santa Clara Creek WWTP. This development will utilize capacity in the Santa Clara WWTP, future plant expansion and associated collection system. GVSUD has also constructed a 14.2 mile gravity trunk main that delivers flow to the Treatment Facility and provide service to over 18,000 acres of service area within the CCN and Santa Clara Creek Sewershed. The development will be served by a regional lift station, located on the Dean tract and a new gravity main extension to the existing lift station at the wastewater treatment plant located on Linne Road and IH 10. The developer will be responsible for the cost of easement acquisition and an agreement will need to be reached between the developer and GVSUD to solidify the cost and timing of easement acquisition. The gravity main is anticipated to be a 24 inch from the plant through the Espinoza Tract and then 18 inch to Schwab Road. The forcemain will be sized during plan review and development planning. The development will not have service available until the 1.25 MGD plant expansion is complete and in service, which is currently in planning and preliminary design. Full design and financing will begin soon for this expansion project.

Estimated Costs

Currently, the District's cost per Wastewater EDU is \$5,985 which is a contribution from the developer in aid of construction. The Contribution in Aid of Construction (CIAC) will be due at the time of construction plan submittal. The total cost for the development is \$2,214,450. The developer will also be responsible for the easements and the cost of design/construction for the offsite sewer main, forcemain and regional lift station as well as coordination with the adjacent development for the lift station site/cost sharing.

Recommended Board Action: GVSUD recommends approval. The proposed development can be feasibly served by GVSUD, subject to the developer meeting all requirements and paying associated fees.

GREEN VALLEY SPECIAL UTILITY DISTRICT NON-STANDARD WASTEWATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between Fair Oaks Mosaic TBY, LP, hereinafter collectively referred to as "Developer," and Green Valley Special Utility District, hereinafter referred to as "GVSUD" or the "District" (collectively, the "Parties").

WHEREAS, Developer is engaged in developing adjoining tracts totaling approximately 79.09 acres of land located south of Stagecoach Road, approximately 1400 feet west of the intersection of Stagecoach Road and Nickerson Farm Road, in the City of Seguin Extraterritorial Jurisdiction, Guadalupe County, Texas, said land being hereinafter referred to as "the Property" and identified by full legal description on Exhibit A attached hereto and incorporated herein for all purposes; and

WHEREAS, GVSUD owns and operates a sanitary sewer system which collects, treats, and disposes of waterborne waste within its state-certificated sewer certificate of convenience and necessity ("CCN") No. 20973 service area; and

WHEREAS, Developer is planning to develop a residential subdivision, developed in three phases with three hundred and seventy (370) residential service connections, for a total of 370 Equivalent Dwelling Units ("EDU"); and

WHEREAS, Developer has requested and GVSUD to provide such sewer service to the Property through an extension of GVSUD's sewer system, such extension being hereinafter referred to as the "Sewer System Extension";

NOW THEREFORE, LET IT BE KNOWN, that for and in consideration of the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, Developer and GVSUD agree as follows:

1. Application for Service.

GVSUD is the holder of the water CCN for the area containing the Property and is the holder of the sewer CCN for the area that includes the Property. To ensure the orderly development of both utility services and to prevent a landowner from connection to sewer service without the knowledge of GVSUD, Developer shall apply for both water and sewer utility services at the same time. Water service will not be provided to an individual tract until a sewer service application has been

made. An exception to this requirement shall be made only for irrigation meters or other water services to premises that will not produce waterborne waste, such as a swimming pool.

2. Sewer System Extension.

The “Sewer System Extension” consists of: (1) the Subdivision Collection System; and (2) the District System, defined below, and shall be designed and constructed to provide tariffed non-standard wastewater utility service to the Property. The Sewer System Extension shall be engineered in accordance with the applicable specifications of the GVSUD and all governmental agencies having jurisdiction. The non-standard service requirements of the Property are set forth in the September 4, 2024 Dean Tract Subdivision Wastewater Service Feasibility Study prepared by Utility Engineering Group, PLLC, attached hereto and incorporated herein for all purposes as Exhibit B. The Sewer System Extension must be sized to provide continuous and adequate sewer service to the Property based on plans for the development of the Property provided to GVSUD by the Developer.

The terms and conditions for the extension of GVSUD’s retail public utility sanitary sewer service are specified in Exhibit B and GVSUD’s Operations Policy. In the absence of a necessary term or in the event of conflict with any provision in this general Agreement, the terms and conditions in Exhibit B shall control.

a. Subdivision Collection System.

The sewer collection lines, sewer service lines, and related portions of the collection system infrastructure within the boundaries of the Property (the “Subdivision Collection System”) shall be engineered and designed by Developer’s consulting engineer, which engineer shall be responsible for overseeing the construction of the Subdivision Collection System under the applicable rules of the Texas Commission on Environmental Quality (“TCEQ”) and the Texas Board of Professional Engineers (“TBPE”). All engineering and designs for the Subdivision Collection System must be reviewed and approved by GVSUD’s consulting engineer prior to the commencement of any utility system construction on the Property. Any changes made to the infrastructure or design must be approved by GVSUD.

Developer shall construct, at its expense, all Subdivision Collection System infrastructure within the Property necessary to provide public utility services as described in Exhibit B. Developer shall bear all costs of such design and construction and shall guarantee the infrastructure additions for one calendar year after they are placed into commercial operation by GVSUD. Developer shall also reimburse GVSUD for all reasonable costs incurred by the District in having GVSUD’s engineers review and oversee the Developer’s plans and construction.

Developer shall provide a TCEQ approval letter and conveyance system capacity calculation for each phase of the Subdivision Collection System designed as

referenced in GVSUD Wastewater Standards and Design Guidelines for Developer Utilities and GVSUD Wastewater Standard Details.

b. District System.

The District System shall include all sewer transmission and treatment facilities, including the Santa Clara Creek No. 1 Wastewater Treatment Plant and, as may be necessary, lift station and wet wells, located inside or outside the Property, each of which shall be engineered and designed by GVSUD's consulting engineer, who shall also be responsible for overseeing the construction of the Subdivision Collection System under the applicable TCEQ and TBPE rules.

Developer shall be responsible for the costs associated with easement acquisition, permitting and construction costs associated with the District System extension, and shall be solely responsible for the costs of design, construction and the provision of a site on the Property to be conveyed to the District in fee simple for a regional lift station as specified in Exhibit B. Developer shall also be responsible for a force main and gravity main extension from the regional lift station located on the Property to the lift station located at the Santa Clara Creek No. 1 Wastewater Treatment Plant. Developer acknowledges and agrees that full service to the Property will require expansion of the Santa Clara Creek No. 1 Wastewater Treatment Plant, which is currently in the design and finance phase.

All engineering and designs for the Sewer System Extension must be reviewed and approved by GVSUD's consulting engineer prior to the issuance of any request for bids for the construction of the Sewer System Extension and the commencement of any utility system construction on the Property. After completion of the plans and specifications by the Developer's and GVSUD's consulting engineers and their approval by the GVSUD's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Sewer System Extension." If these requirements change due to material changes to the requested service plan by Developer or changes in Sewer Utility system rules by the TCEQ, the changes in GVSUD's facilities and service capacities necessitated by these actions shall be designed and constructed by GVSUD at the Developer's cost.

3. Required Easements or Rights-of-Way.

Developer shall be responsible for dedicating any easements inside the Property at its cost. Developer shall further be responsible for all costs associated with GVSUD's acquisition of easements on privately owned land determined by GVSUD to be necessary for the construction of the Sewer System Extension, including the cost of any consent or release required by any person or entity having a lien or other security interest in the easement or real property to be encumbered by said easement. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically consented to in writing by GVSUD. In

the event that GVSUD is required to exercise its statutory right of eminent domain to obtain any easement determined by GVSUD to be necessary for the Sewer System Extension, Developer shall be responsible for all such costs, including, but not limited to, all consideration and litigation costs of the condemnee and all GVSUD litigation costs, including witness and special commissioner fees, appraisals and right-of-way subcontractor fees. GVSUD may require Developer to escrow all such projected costs before initiating any condemnation actions. Developer acknowledges and consents to any delays to final provision of retail sanitary sewer utility service to the Property arising from condemnation proceedings initiated to obtain the necessary easement(s).

All pipeline easements assigned to GVSUD hereunder shall be not less than 20-feet in width. The final easement sizing shall be determined by GVSUD during design and plan review. The pipeline easement(s) shall be located on private property along a route that best facilitates the most reliable and efficient operation of the Sewer System Extension. If such optimal route adversely affects the Developer, Developer may request an alternate course of the easement except that when the pipeline(s) or plant is installed, the easement herein granted shall be limited to a strip of land in a width to be determined during design and plan review. GVSUD's consulting engineer shall have the final decision on the location and sizing of all required easements.

If necessary for the optimum provision of both water and sewer service, as determined in the sole discretion of GVSUD's consulting engineer, the required easements may be used for the installation of both water and sewer lines. If this is done, the distance between the water and sewer lines as installed must be at least 1.25x the minimum spacing requirements set forth in TCEQ rules (30 TAC §290(d)). If additional easements are necessary to accommodate this spacing requirement, the easement granted to GVSUD shall be increased accordingly to ensure the protection of the public drinking water supply.

There shall be a construction easement of equal width parallel and adjacent with said easement for the period necessary to construct and test public utility pipelines and such other utility plant with the easement. After the newly constructed pipeline, utility plant or other facilities have been constructed and placed into commercial operation, this construction easement shall terminate.

Developer shall provide GVSUD with all the sites necessary to construct and operate the District System improvements. The site(s) shall be conveyed in fee or, with GVSUD's consent, by exclusive permanent recorded easement. Developer shall also provide GVSUD with all pipeline, utility, ingress/egress and sanitary control easements identified by GVSUD's consulting engineer and attorney as necessary to the use of said site(s) for sewer utility purposes. All ingress/egress easements shall be sufficient to construct and maintain an all-weather road from the site(s) to the nearest public road.

4. Construction of the Sewer System Extension.

a. Subdivision Collection System.

(1) Developer shall select its own contractor for the construction of the Subdivision Collection System, subject to GVSUD's right to reject such selection if GVSUD, its consulting engineer or its attorney has had unacceptable prior experience with said contractor and/or his work. If GVSUD rejects Developer's designated contractor, Developer shall be authorized to select another contractor or to request GVSUD to obtain a suitable contract through the same bid procedures to be used on the District System improvements. No construction will commence until plans and specifications for the Subdivision Collection System have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law.

(2) The Subdivision Collection System shall be constructed in accordance with the approved plans and specifications. GVSUD shall have the right to inspect all phases of the construction of the Subdivision Collection System. Developer must give written notice to GVSUD of the date on which construction of the Subdivision Collection System is scheduled to begin so that GVSUD may assign an inspector. GVSUD may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors.

b. District System.

GVSUD's consulting engineer, at Developer's expense, shall advertise for bids for the construction of any required District System improvements in accordance with generally accepted bidding practices and shall award the contract for the construction of the District System subject to the approval of GVSUD's Board of Directors. If Developer desires that a specific contractor construct the required District System facilities and infrastructure, Developer's designated contractor shall have a right to bid on the construction contract; however, this right to bid shall in no way assure Developer or his designated Contractor that GVSUD's Board will select that bid. GVSUD may reject any bid, contractor or subcontractor. No construction will commence until plans and specifications for the District System improvements, if any are required, have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law. GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, or certificates.

c. Limitation of Liability.

GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, certificates or contractor acceptable to both GVSUD and

Developer. GVSUD shall have no liability whatsoever for the acts and omissions of Developer, his engineer(s), his contractor(s) or his subcontractor(s). GVSUD shall have no liability or responsibility to third persons for the materials and supplies used by Developer. Developer's liability or responsibility to GVSUD for the materials and supplies used shall be limited to the one-year warranty. Developer shall be responsible and liable for the safety of the work site and the preservation of materials and equipment related to the Subdivision Collection System. Developer shall hold GVSUD harmless for any claims, demands, suits or causes of action related to the Sewer System Extension. Developer shall indemnify GVSUD for all expenses or damages incurred by GVSUD, including attorney and litigation costs, related to the Sewer System Extension until it is accepted by GVSUD. All rights and protections of GVSUD in this Paragraph shall be extended to GVSUD's directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s).

5. Subdivision Restrictions.

Developer shall create and enforce a permanent and irrevocable subdivision deed, plat, or other restrictions and/or covenants running with the land that shall prohibit the construction of onsite sewage facilities, private potable water systems, or water wells within the subdivision.

6. Dedication of Sewer System Extension to GVSUD.

Upon proper completion of construction of the Sewer System Extension and final inspection thereof by GVSUD, the Sewer System Extension shall be dedicated to GVSUD by an appropriate legal instrument approved by GVSUD's Attorney. Developer shall bear any costs of remediation or rehabilitation necessary to bring the Sewer System Extension into compliance with all state, federal, and GVSUD standards before acceptance by GVSUD. GVSUD shall have the sole decision of when the Sewer System Extension is acceptable. The Sewer System Extension shall thereafter be owned and maintained by GVSUD; however, Developer shall warrant the construction and suitability of the same for a period of one (1) calendar year and shall bear all costs of repairs and improvements during this warranty period.

7. Cost of the Sewer System Extension.

(a) Developer shall pay all costs associated with the Sewer System Extension as a contribution in aid of construction, including without limitation to the cost of the following:

- (1) engineering and design;
- (2) easement or right-of-way acquisition;

- (3) construction;
- (4) inspection;
- (5) attorneys' fees;
- (6) governmental or regulatory approvals required to lawfully provide service, including all costs of amending GVSUD's certificate of convenience and necessity;
- (7) GVSUD's Contribution in Aid of Construction ("CIAC")/connection fees for the Santa Clara Creek drainage basin, which shall be calculated based on the average daily flow to the treatment plant, inclusive of the number of EDU of capacity in the Santa Clara Creek No. 1 Wastewater treatment Plant required to serve the Property as approved by GVSUD's board of directors and in effect at the time of construction plan approval, at which time all such fees shall be due and owing to GVSUD. GVSUD will issue a letter of certification or other documentation approving the plat and plans required by the reviewing municipality or county at the time of construction plan approval. Any required oversizing of the Sewer System Extension necessitated by the development of the Property shall be the sole cost responsibility of Developer and shall not be eligible for any credit against the CIAC/sewer connection fees otherwise due and payable. If GVSUD's obligation to reimburse the Developer for oversizing exceeds the Developer's obligation to pay connection fees, GVSUD shall reimburse the remainder of such oversizing payments in three equal annual installments after the conclusion of all Sewer System Extension construction within the Property.

(b) Developer shall indemnify GVSUD and hold GVSUD harmless from all the foregoing costs.

(c) Payment of Contribution in Aid of Construction:

(1) Developer shall pay CIAC fees for all proposed service connections for each platted unit, paid by cashier's check payable to GVSUD at the time of construction plan approval by GVSUD. The prescribed CIAC shall be the amount reflected in GVSUD's Operations Policy for the Santa Clara Creek drainage basin at the time of construction plan approval based on the projected number of EDUs for each platted unit as set forth in this Agreement.

(2) All funds required for any District System improvements shall be escrowed in an interest bearing, federally insured, account in a state-chartered bank doing business in Guadalupe County, Texas within thirty

(30) days of the acceptance of construction bid(s) by GVSUD. The account shall be in the name of and under the sole control of the GVSUD. Interest accrued thereon shall be retained in the account for the benefit of the Developer. All escrow and other charges associated with the creation and maintenance of this account shall be borne by Developer. If the amount of the funds to be escrowed exceeds \$100,000, the bank shall provide suitable collateral in the form of United States or State of Texas treasury bonds, bills or certificates of obligation suitable as collateral under the Texas Public Funds Investment Act said collateral to be held by an agent acceptable to GVSUD. Developer shall be required to maintain the level of funds in said escrow account at no less than ten percent (10%) of the total estimated cost of the Transportation System. If phased development and construction under multiple Non-Standard Service Agreements will be followed, the parties may establish and utilize a single escrow account. All funds remaining in the escrow account at the expiration of the Developer's one-year warranty of the Sewer System Extension (or the final warranty year if phased development and construction is followed) shall be refunded to Developer. Developer-paid CIAC shall be paid directly to GVSUD at construction plan approval and shall not be subject to escrow but shall be the unrestricted funds of GVSUD. Failure to deliver the funds to the GVSUD's business offices within thirty (30) days of such approval shall void this Agreement and the application for non-standard service and the Developer shall have to reapply and repay all applicable Non-Standard Service Investigation Fees. Upon timely delivery of these funds to the selected bank, GVSUD shall authorize construction to commence.

(d) Except for the one (1) year warranty provide in the Agreement, nothing herein shall be construed as obligating the Developer to maintain the Sewer System Extension subsequent to its dedication and acceptance for maintenance by GVSUD and the expiration of the warranty period.

(e) If the Developer requests GVSUD to install active service connections at service locations during the construction of the Subdivision Collection System infrastructure, Developer shall pay the normal monthly service rates for each connection beginning with the date of installation. Failure to timely pay the service charges and/or deposits for any individual service connection shall be grounds for discontinuance and/or refusal of service for all other service connection held by Developer.

8. Service from the Sewer System Extension.

(a) After proper completion and dedication of the Sewer System Extension to GVSUD, and upon completion of expansion of GVSUD's Santa Clara Creek No. 1 Wastewater Treatment Plant, as specified in Exhibit B to this

Agreement, GVSUD shall provide continuous and adequate sewer service to the Property under the requirements of GVSUD's state-issued certificate of convenience and necessity, PUC regulations, and all duly adopted rules and regulations of GVSUD and payment of the following:

- (1) All standard rates, fees and charges as reflected in GVSUD's approved Operations Policy;
- (2) All applicable connection, impact, or Contribution in Aid of Construction fees adopted by GVSUD and then in effect at the time of construction plan submittal; and
- (3) Any applicable reserved service charge adopted by GVSUD.

(b) By execution of this Agreement, Developer specifically acknowledges and agrees that, as provided in Exhibit B to this Agreement, requested service to the final construction phase of the Property will not be provided until expansion of the Santa Clara Creek No. 1 Wastewater Treatment Plant, which remains under design as of the Effective Date of this Agreement. GVSUD shall act with reasonable prudence to complete design and construction of the Plant expansion, but expressly disclaims any liability regarding delays associated with the planned Plant expansion.

(c) Unless the prior approval of GVSUD is obtained, the Developer shall not:

- (1) construct or install additional sewer lines or facilities to service areas outside the Property;
- (2) add any additional lands to the Property for which sewer service is to be provided pursuant to this agreement; or
- (3) connect or serve any person or entity who, in turn, sells sewer service directly or indirectly to another person or entity.

9. Cost Changes.

Due to the variable market for needed materials and supplies, quotations for the estimated cost of construction of utility plant and/or upgrades that will be necessary to meet the service demands of the service application shall be good only for the date of presentation by GVSUD's engineer and/or contractor. For purposes of this Agreement, the "date of presentation" means the date the quotations and Sewer System Extension plans were presented to and approved by GVSUD's Board of Directors. Following the date of presentation, materials and supplies for construction may include an adjustment to reflect current market prices if such changes are found reasonable and approved in writing by GVSUD's consulting

engineer. All costs of change orders or other modifications of the engineered design and/or TCEQ-approved plans shall be borne by Developer unless such changes or modifications are made at GVSUD's request for the sole benefit of other GVSUD customers.

10. Term of Contract and Connection Fees.

Execution of this Agreement shall bind the parties for a period of five calendar years. GVSUD may extend the Agreement after the initial five (5) year term at its sole option and under such terms and conditions as the District deems appropriate at that time. If the full service requested and contracted for is not into commercial operation at the end of this five year term, those service capacities are forfeited by the Developer and may be used without reimbursement or compensation by GVSUD to serve other properties within its service area. All Connection Fees for each platted unit shall be paid by Developer for each platted phase or unit at the time of GVSUD construction plan approval.

No construction of any portion of the Subdivision Collection System shall be constructed prior to plat and construction plan approval. The CIAC fees to be paid shall be fees included in GVSUD's Operations Policy on the date of payment. All CIAC Fees for each platted unit shall be paid by Developer at the time of construction plan submittal for each platted phase or unit. CIAC fees shall not be "grandfathered."

11. Effect of Force Majeure.

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas, or any civil or military authority, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the

settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

12. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the GVSUD shall be addressed:

Green Valley Special Utility District
Attn: General Manager
P O Box 99
Marion, Texas 78124
Fax (830) 420-4138

with copy to:

Shan Rutherford
Terrill & Waldrop
810 West 10th Street
Austin, Texas 78701
Tel. (512) 474-9100

Any notice mailed to Developer shall be addressed:

Fair Oak Mosaic TBY, LP
Attn: Blake Yantis, Owner
6812 West Avenue, Suite 100
San Antonio, Texas 78213
Tel. (214) 764-9675

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

13. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this

Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

14. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

15. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the GVSUD and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

16. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable within the state-certificated service area of GVSUD.

17. Venue.

Venue for any civil suit arising hereunder shall be in Guadalupe County, Texas. Venue for any administrative law action arising hereunder shall be vested in the applicable state agency and the appropriate courts of Travis County, Texas.

18. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

19. Assignability.

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of GVSUD. The District may assign this Agreement to a successor to GVSUD's rights and obligations as a retail public utility authorized by the TCEQ and/or Public Utility Commission of Texas to serve the Property.

20. Effective Date.

This Agreement shall be effective from and after the date of due execution by all parties.

21. Conflict.

In the event there is determined to be a conflict between the terms of this Agreement and the provisions in GVSUD's Operations Policy governing the same matter, GVSUD's Operations Policy shall prevail.

22. Recitals Incorporated.

The recitals to this Agreement are incorporated herein by reference for all purposes.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

GVSUD

DEVELOPER

By: _____ By: _____

Date: _____ Date: _____

**GREEN VALLEY SPECIAL UTILITY DISTRICT
WASTEWATER NON-STANDARD SERVICE AGREEMENT**

Exhibit A – Legal Description of the “Property”

E-Filed By Alamo Title Company
GF 4000412301183 JG

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Grantor: SA Better Man, LLC, a Texas limited liability company

Grantor's Mailing Address:

6812 West Avenue, Suite 100
San Antonio, TX 78213

Grantee: Fair Oaks Mosaic TBY, LP, a Texas limited partnership

Grantee's Mailing Address:

6812 West Avenue, Suite 100
San Antonio, TX 78213

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, including the assignment of all of Grantor's membership interest to Grantee in connection with a Reverse Exchange under Section 1031 of the Internal Revenue Code.

Property:

80.20 acres, more or less, being the same property conveyed to Grantor pursuant to Warranty Deed from Paul Dean, et al to Grantor dated September 11, 2023 and recorded in Clerk's File No. 202399022830, Guadalupe County, Texas (the "Land"), including all (i) strips or gores, if any, between the Land and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Land, (iii) any easements, rights of way, rights of ingress and egress or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land, and (iv) all development rights, utility service commitments and connections and all other development rights associated with the Land, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Land.

Reservations from and Exceptions to Conveyance and Warranty: All matters of record, to the extent the same are valid, in existence and affect the Property.

GWD(FairOaks)121423

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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San Antonio, TX 78213

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, including the assignment of all of Grantor's membership interest to Grantee in connection with a Reverse Exchange under Section 1031 of the Internal Revenue Code.

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Reservations from and Exceptions to Conveyance and Warranty: All matters of record, to the extent the same are valid, in existence and affect the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

IN WITNESS WHEREOF, this General Warranty Deed is executed by Grantor to be effective as December 19, 2023.

SIGNATURE PAGE FOLLOWS

SA BETTER MAN, LLC, a Texas limited
liability company

By: ✓
Name: Blake Yantis
Title: man

STATE OF Texas §
COUNTY OF Bexar §

This instrument was acknowledged before me on the 19 day of
December, 2023, by Blake Yantis in the capacity
stated.



Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Mosaic Land Development, LLC
6812 West Avenue, Suite 100
San Antonio, TX 78213

FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number: 202399030811

Recorded On: December 20, 2023 08:15 AM

Total Pages: 4

Total Fees: \$34.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Kraemer 1948.

**THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION
AND SHALL REMAIN A PART OF THIS INSTRUMENT.**

Receipt Number: 20231220000002

Return To:

User: Victoria D

CSC

Station: Recording3

**STATE OF TEXAS
GUADALUPE COUNTY**

I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.



Teresa Kiel

Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX

**GREEN VALLEY SPECIAL UTILITY DISTRICT
WASTEWATER NON-STANDARD SERVICE AGREEMENT**

**Exhibit B – Wastewater Service Feasibility Study for the
Property**



Green Valley Special Utility District Dean Tract Development Wastewater Service Feasibility Study

Location Map:



Prepared For:



Green Valley Special Utility District
P.O. Box 99
Marion, TX 78124
Phone: 830-914-2330
Fax: 830-420-4138

Prepared By:



Utility Engineering Group, PLLC
191 N. Union Avenue
New Braunfels, Texas 78130
Phone: (830) 214-0521 (Office)
TBPE Firm No. 18712
UEG Project No. 6096-273

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1. Introduction

Green Valley Special Utility District (GVSUD) received the subject application for non-standard wastewater service from Fair Oaks Mosaic TBY, LP for a development on Stagecoach Road approximately 1,400 linear feet west of Nickerson Farm Road on August 26, 2024. Utility Engineering Group, PLLC (UEG) was authorized to prepare a wastewater feasibility study for the proposed subdivision on August 29, 2024.

This wastewater feasibility study reviews and analyzes the proposed development layout, required easements, and projected wastewater treatment capacities. UEG has included wastewater projections based on the application for service and the land use projections for the development. The design assumptions are consistent with the GVSUD Wastewater Design Criteria and the Texas Commission on Environmental Quality (TCEQ).

Once this feasibility study has been reviewed by GVSUD staff a copy will be provided to the applicant for review, and if the terms are acceptable, a wastewater service contract will be executed for both developments.

2. Land Use Projections

The proposed subdivision is located within the City of Seguin Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The proposed subdivision is located south of Stagecoach Road, and is approximately 1,400 feet west of the intersection of Stagecoach Road and Nickerson Farms Road. Currently, the property is undeveloped and does not have any wastewater service from GVSUD or any other entity. The applicant intends to develop a total of 370 Equivalent Dwelling Units (EDUs) on the 79.09-acre tract. Timing of service to this tract will be discussed in further detail in section 4 of this report. The residential wastewater connections will adhere to Green Valley's Wastewater planning factors, their Equivalent Dwelling Units (EDU) conversion factors, the anticipated Average Daily Flows, Peak Dry Weather Flow, and Peak Wet Weather Flow projections. The evaluation of the overall connections and actual demand

request for this property will be further analyzed and discussed later in this report.

3. Wastewater Service Approach

The District has the required TPDES permit to serve this tract through the Santa Clara Creek WWTP. This development will utilize capacity in the Santa Clara WWTP, future plant expansion and associated collection system.

4. Proposed GVSUD Infrastructure

The following section identifies the demand, impact, and approach the District will take to provide permanent wastewater services to this tract. This analysis will also investigate the impact of the requested services within the District's wastewater system in the near future by proceeding with the District's Wastewater Treatment Facility.

4.1 Impact to Wastewater Demand

The District has experienced growth within this sewershed and has a current discharge permit application pending for a wastewater treatment plant (WWTP) to serve the growth in this sewershed. This development will utilize excess capacity to be constructed at the plant site and permit as currently issued. The District has begun planning the expansion of the WWTP and this development will utilize capacity in that plant.

4.2 District's Collection System and Approach

The Santa Clara Creek No. 1 Wastewater Treatment Plant is located near IH-10 and Linne Rd and is currently in operation. The first phase of the plant is 250,000 gallons per day and the expansion to 0.75 MGD is currently in design. GVSUD has also constructed a 14.2 mile gravity trunk main that delivers flow to the Treatment Facility and provide service to over 18,000 acres of service area within the CCN and Santa Clara Creek Sewershed. The development will be served by a regional lift station,

located on the Dean tract and a new gravity main extension to the existing lift station at the wastewater treatment plant located on Linne Road and IH 10. We have provided a schematic showing the proposed routing. The developer will be responsible for the cost of easement acquisition and an agreement will need to be reached between the developer and GVSUD to solidify the cost and timing of easement acquisition. The regional lift station, forcemain and gravity main will be sized for ultimate development of the sewershed and the pumps will be sized for this and the Dean tract development capacities. The gravity main is anticipated to be a 24 inch from the plant through the Espinoza Tract and then 18 inch to Schwab Road. The forcemain will be sized during plan review and development planning.

GVSUD has acquired the required Texas Pollutant Discharge Elimination System Permit (WQ0015360001) to serve the interim phase of the facility consisting of 0.25 million gallons per day (MGD) of treated effluent and included a second phase of 0.625 MGD in the most recent renewal which is currently being amended to 0.75 MGD. Ultimately, the District will expand the Santa Clara facility to a 2.5 MGD plant which is currently permitted under the same discharge permit.

4.3 Wastewater Planning and Determination

UEG will utilize GVSUD wastewater planning factors in order to provide an accurate flow for both proposed tracts. The contributing factors are as follow:

- Wastewater Flow: 300gpd/EDU
- Infiltration/Inflow: 300gpd/Acre.
- Peaking Factor Dry Weather Flow: 4.0

Landplan Usage	EDU Conversion Factor	Total EDU's	Area (Acres)	Average Dry Weather Flow (GPM)	Peak Dry Weather Flow (GPM)	Peak Wet Weather Flow (GPM)
Dean Tract	4.68	370	79.09	77.08	308.3	324.8

The District's wastewater planning factors were approved by the Board of Directors and are consistent with the Texas Commission on Environmental Quality (TCEQ) regulations.

4.4 Proposed Land Plan Wastewater Projections

Based on the land plan study, the density per acre equates to 4.68 EDU/AC for the proposed subdivision. A total of 370 EDUs of service have been requested by the applicant, which will produce an effluent of approximately 324.8 gpm, or a Peak Wet Weather Flow of approximately 467,727 gallons per day at full buildout. The average day flow to the treatment plant would be approximately 111,000 gallons per day, which will be the basis of CIAC fee calculations and permitting. The District will need to expand the plant well in advance of the final buildout of this proposed development.

5. Estimated Costs

Currently, the District's cost per Wastewater EDU is \$5,985 which is a contribution from the developer in aid of construction. The Contribution in Aid of Construction (CIAC) will be due at the time of construction plan submittal. The total cost for the development is \$2,214,450.

The developer will also be responsible for the easements and the cost of design/construction for the offsite sewer main, forcemain and regional lift station as well as coordination with the adjacent development for the lift station site/cost sharing. The size of the sewermain will be established during plan preparation and review, in accordance with the master plan alignments and sizing which are currently in process.

6. Conclusions and Recommendations

The following conditions are provided for GVSUD's consideration:

- A. The applicant complies with GVSUD's current policies and pays all applicable fees at the time of Development.
- B. The required easement certification is provided on the recorded plat and any required easements are dedicated to the District. Attachment 2 contains the certification required by the District.
- C. GVSUD staff and consultants approve the location, size, material type and all appurtenances prior to construction and final acceptance of the project. GVSUD standard wastewater specifications shall be followed and a GVSUD inspector shall be present during installation and testing of the infrastructure. The applicant is responsible for the design and costs associated with the internal infrastructure to serve their development, including but not limited to: gravity mains, manholes, lift stations, forcemains and associated appurtenances to deliver flow to the GVSUD collection system. GVSUD may elect to oversize components of the Developer's collection system to serve adjacent tracts. We request that the developer and their design team work closely with GVSUD during design to ensure that the collection system is acceptable to GVSUD.
- D. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically agreed to in writing by GVSUD.
- E. After construction completion and GVSUD acceptance, all wastewater collection improvements shall be dedicated to and maintained by GVSUD. The contractor and/or developer shall warranty all construction and material for a period of one year. All system improvements that are not prepared by GVSUD must be submitted to GVSUD for review and approval prior to construction. All infrastructure design shall conform to the GVSUD and TCEQ design guidelines, standards and details. Any work completed without approved plans and inspection by GVSUD will be removed and/or replaced by the applicant at the

sole expense of the applicant.

- F. The developer will be responsible for the cost of the CIAC fees, the fee at the time of this study is \$5,985 per EDU. The developer will pay the fee as approved by the Board at the time of construction plan approval with subsequent units of the development.
- G. The developer will be responsible for the acquisition costs for any easements and the cost of design/construction of the offsite sewer main, forcemain and regional lift station to service the tract. Sizing will be determined during design and plan review. The developer will be required to coordinate the site of the regional lift station and facilities with the Dean Tract developer and GVSUD.

This wastewater feasibility study is subject to the approval and/or modification by the GVSUD Board of Directors after consideration of the information provided herein and the application of the policies of GVSUD. This study is based on the application for service submitted August 26, 2024. If changes or additions are made to the development this study should be revisited.

Attachment 1 – Easement Certification

GREEN VALLEY SPECIAL UTILITY DISTRICT CERTIFICATE

This land development plat has been submitted to and approved by Green Valley Special Utility District for Easements. Upon request of the Customer and payment of the required fees, the District will provide domestic water service and/or wastewater service to each lot in this Subdivision, by Agreement with the Developer.

Agent
Green Valley Special Utility District

EASEMENT CERTIFICATE

The Owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, dedicates to the Green Valley Special Utility District of Marion, Texas, its successors and assigns, a perpetual Easement marked as "GVSUD Waterline Easement", "GVSUD Sewer Easement" or "GVSUD Reuse Water Easement" as applicable with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water or waste-water transmission, collection and/or distribution lines and appurtenances and any other facilities necessary to serve Grantors' property, as well as the Grantee's current and future system-wide customers, together with the right of ingress and egress under, over and across Grantor's adjacent lands and in all streets and byways for the purpose for which the above mentioned rights are granted, including the right to remove from said lands all trees, shrubs, grasses, pavements, fences, structures, improvements, or other obstructions which may interfere with the facility or the access thereto.

It is agreed and understood that no other utilities shall be installed within our easement to include but not limited to permanent structures and/or buildings, concrete slabs, sidewalks, walls, and pavements. Any monetary loss to Green Valley SUD resulting from modifications required of utility equipment located within said Easements due to grade change or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alterations. Upon entering in and upon said Easement, the District will endeavor to restore the land surface to a useable condition but is not obligated to restore it to a pre-existing condition.

The Easement conveyed herein was obtained or improved through Federal financial assistance. This Easement is subject to the provision of Title VI of the Civil Rights Act of 1964, and the regulations issued pursuant thereto for so long as the Easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

Attachment 2 – GVSUD Sewer Exhibit

Attachment 3 – Master Land Plan



DEVELOPMENT SUMMARY

USE	LOTS	ACRES	DU/AC.
RESIDENTIAL	370	44.39	8.34
OPEN SPACE	N/A	13.47	N/A
ROW	N/A	21.23	N/A
TOTAL	370	79.09	4.68

LOT SUMMARY

PHASE	LOTS	ACRES	DU/AC.
I	203	44.06	4.61
II	167	35.03	4.77
TOTAL	370	79.09	4.68

DEAN TRACT / MASTER LAND PLAN



GUADALUPE COUNTY, TEXAS

SCALE: 1"=200'
0 200 400

AUGUST, 2024



SAN ANTONIO | AUSTIN | SAN MARCOS
CUDE ENGINEERS
4123 FORT WORTH ST., SUITE 101
SAN ANTONIO, TEXAS 78231
P: (210) 481.2951 F: (210) 523.7112



MEMORANDUM

Date: January 23, 2025

Project Name: Seguin Independent School District- McQueeney Elementary School

Applicant: Seguin ISD

Location: 6500 Block of FM 725, McQueeney, TX 78123

Water Development Plan

The Seguin ISD property is located within the City of Seguin ETJ and Guadalupe County. The property is located east of FM 725; southeast of the intersection of FM 725 and Lakecreek Drive and across from the intersection of FM 725 and JW Lane. The applicant requested a total of 1 – 2" inch water meter for their proposed commercial development. Based on the annual water demand included in the application, the development would equate to a total of 102 Equivalent Dwelling Units (EDU). With the 0.4 acre-feet per connection demand, this request totals 41 acre-feet per year. GVSUD currently has adequate water supply available to meet the application request under the Canyon Regional Water Authority (CRWA) Water Supply Contract through the Wells Ranch Phase II and the Phase I ARWA project. GVSUD will serve this development from the Plants 4 & 12 Elevated Tank. Currently, GVSUD has an existing 12-inch distribution waterline along the FM 725 frontage of the tract. The applicant will be responsible for installing their internal waterlines as well as all other appurtenances including fire hydrants within the proposed development which must be compliant with the fireflow criteria of the local jurisdiction. The applicant is required to meet the fireflow requirements for the authority having jurisdiction over the property location. In this case, the applicant's property falls within the City of Seguin ETJ. The City of Seguin and Guadalupe County will require compliance with the International Fire Code and the applicant requests 1,500 gpm at 20 psi residual pressure. This is common for commercial land uses.

Estimated Costs

The applicant has requested 1 connection with a 2-inch meter, this will likely change to accommodate potable, irrigation and fire suppression demands. Fees will be recalculated based on final meter sizes. The fees for the amount of water requested are as follows:

Water Impact Fees: \$3,490 x 102 = \$355,980;
Water Acquisition Fees: \$2,000 x 102 = \$204,000;
Meter = \$2,200;
Installation = \$1,400 (based on 1 meter);
Inspection = \$75
Deposit = \$150 x 102 = \$15,300
Total = \$578,955

Schools are exempt from paying impact fees under Chapter 395 of the LGC, therefore as long as the applicant is Seguin ISD, they would not have to pay the \$355,980 in impact fees. The water acquisition fees would be due at the time of platting/plan review.



Recommended Board Action: GVSUD recommends approval. The proposed development can be feasibly served by GVSUD, subject to the developer meeting all requirements and paying associated fees.

GREEN VALLEY SPECIAL UTILITY DISTRICT NON-STANDARD WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into and by and between Seguin Independent School District, hereinafter referred to as "Developer," and Green Valley Special Utility District, hereinafter referred to as "GVSUD" or the "District."

WHEREAS, Developer is engaged in developing an approximately 25.10 acre tract of land located at 6625 FM 725, New Braunfels, Texas within the City of Seguin Extraterritorial Jurisdiction, Guadalupe County, Texas, said land being hereinafter referred to as "the Property" and identified by full legal description on Exhibit A attached hereto and incorporated herein for all purposes; and

WHEREAS, GVSUD owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its state-certificated certificate of convenience and necessity ("CCN") No. 10646 and district boundaries; and

WHEREAS, Developer is planning to develop a public-school facility to be known as McQueeney Elementary School residential subdivision on the Property and required one (1) 2-inch water meter and annual water demand of 102 Equivalent Dwelling Units ("EDU"); and

WHEREAS, Developer has requested GVSUD to provide such water service to the Property through an extension of GVSUD's water system, such extension being hereinafter referred to as the "Water System Extension";

NOW THEREFORE, LET IT BE KNOWN, that for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and GVSUD agree as follows:

1. Water System Extension.

The Water System Extension shall be designed and constructed to provide tariffed non-standard water utility service to the Property. The Water System Extension shall be engineered in accordance with the applicable specifications of GVSUD and all governmental agencies having jurisdiction. The non-standard service requirements of the Property are set forth in the December 5, 2022 Seguin ISD – MCQueeney Water Service Feasibility Study prepared by Utility Engineering Group, PLLC, attached hereto and incorporated herein for all purposes as Exhibit

B. The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development of the Property provided to GVSUD by the Developer. The terms and conditions for the extension of GVSUD's retail public water utility service to the Property are specified in Exhibit B and GVSUD's Operations Policy. In the absence of a necessary term or in the event of conflict with any provision in this general Agreement, the terms in Exhibit B shall control. The Developer shall construct, at its expense, all of the water utility infrastructure necessary to provide public utility and fire-fighting services to the Property. The Developer shall bear all costs of such design and construction. As further specified in Exhibit B, Developer will be responsible for installing its own internal waterlines as well as all other appurtenances, including fire hydrants within the Property which must be compliant with the fire flow criteria of the local jurisdiction. The Developer shall also be responsible for the cost of connecting the Property's internal water supply infrastructure to GVSUD's existing 12-inch waterline on FM 725. The Developer shall further be responsible for the installation of a backflow preventor and a pressure reducer. If the requirements to serve the Property change due to material changes to the requested service plan by the Developer or changes in Public Drinking Water system rules by the TCEQ, the changes in GVSUD's facilities and service capacities necessitated by these actions shall be designed and constructed by GVSUD at the Developer's cost.

2. Fire Flows.

Developer has not requested fire flow but has instead elected to utilize fire suppression for the Property. Developer must comply with all state and federal regulations and all applicable local fire flow or suppression requirements at Developer's sole cost. If the requirements for fire-fighting service capacity imposed by any lawful regulatory body are changed, the Developer or its successors (including a homeowners' association) shall be obligated to pay for any modifications to or additional service capacities from the District System necessary to accommodate those changes.

3. Service from the Water System Extension.

(a) After proper completion and dedication of the Water System Extension to GVSUD, GVSUD shall provide continuous and adequate water service to the Property under the requirements of GVSUD's state-issued certificate of convenience and necessity, TCEQ regulations, and all duly adopted rules and regulations of GVSUD and payment of the following:

- (1) All standard rates, fees and charges as reflected in GVSUD's approved Operations Policy;
- (2) Any applicable water acquisition fee or reservation charge adopted by GVSUD.

(b) Unless the prior approval of GVSUD is obtained, the Developer shall not:

- (1) Construct or install additional water lines or facilities to service areas outside the Property;
- (2) Add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
- (3) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

4. Subdivision Restrictions.

Developer shall create and enforce a permanent and irrevocable subdivision deed, plat, or other restriction and/or covenant running with the land that shall prohibit the construction of private potable water systems or water wells within the Property. These prohibitions need not apply to non-potable water sources used for irrigation purposes only if they do not encroach on or in any way hazard GVSUD's source of water. No interconnection between a private water supply and GVSUD's water supply may be constructed or maintained except in strict conformance with applicable state or federal health, safety, environmental or utility regulations.

5. Limitation of Liability.

GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, certificates, or contractor acceptable to both GVSUD and Developer. GVSUD shall have no liability whatsoever for the acts and omissions of Developer, its engineer(s), its contractor(s) or its subcontractor(s). GVSUD shall have no liability or responsibility to third persons for the materials and supplies used by Developer. Developer shall be responsible and liable for the safety of the work site and the preservation of materials and equipment related to the improvements within the Property. Developer shall hold GVSUD harmless for any claims, demands, suits or causes of action related to the Developer-constructed Property infrastructure improvements. All rights and protections of GVSUD in this Paragraph shall be extended to GVSUD's directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s).

6. Dedication of Water System Extension to GVSUD.

Upon proper completion of construction of the Water System Extension improvements and final inspection thereof by GVSUD, the Water System Extension improvements shall be dedicated to GVSUD by an appropriate legal

instrument approved by GVSUD's Attorney. Developer shall own and maintain all improvements behind the master meter in compliance with applicable regulatory requirements. Developer shall bear any costs of remediation or rehabilitation necessary to bring the Water System Extension into compliance with all state, federal, and GVSUD standards before acceptance by GVSUD. GVSUD shall have the sole decision of when the Water System Extension is acceptable. The Water System Extension shall thereafter be owned and maintained by GVSUD; however, Developer shall warrant the construction and suitability of the same for a period of one (1) calendar year and shall bear all costs of repairs and improvements during this warranty period.

7. Cost of the Water System Extension.

(a) Developer shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including without limitation the cost of the following:

- (1) Engineering and design;
- (2) Easement or right-of-way acquisition;
- (3) Construction;
- (4) Inspection;
- (5) Attorneys' fees;
- (6) Governmental or regulatory approvals required to lawfully provide service; and
- (7) GVSUD's water acquisition charge

(b) Developer shall hold GVSUD harmless from all of the foregoing costs.

(c) Payment Timing:

(1) A Non-Standard Service Investigation Fee in an amount set by the GVSUD's General Manager, in consultation with the GVSUD's consulting engineer and counsel, shall be paid by cashier's check payable to the GVSUD at the time of initial application for service.

(2) Water acquisition charges for all proposed service connections shall be paid in the amount then in effect under GVSUD's Operations Policy and shall be due and payable at the time of construction plan approval for each platted unit.

(d) Except for the one-year warranty provided in the Agreement, and except for the Subdivision System property that is to remain under the Developer and/or its assigns' sole control, nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by GVSUD and the expiration of the warranty period.

8. Term of Contract and Connection Fees.

Execution of this Agreement shall bind the parties for a period of five calendar years. GVSUD may in its sole discretion extend the Agreement after the initial five-year term at its sole option and under such terms and conditions as the District deems appropriate at that time. If the full service requested and contracted for is not placed into commercial operation at the end of this five-year term, those service capacities may be forfeited by the Developer and may be used without reimbursement or compensation by GVSUD to serve other properties within its service area.

9. Effect of Force Majeure.

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

10. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the GVSUD shall be addressed:

Green Valley Special Utility District
Attn: General Manager
P O Box 99
Marion, Texas 78124
Fax (830) 420-4138

with copy to:

Shan S. Rutherford
Terrill & Waldrop
810 West 10th Street
Austin, Texas 78701
Tel. (512) 474-9100

Any notice mailed to Developer shall be addressed:

Seguin ISD
Attn: Elizabeth Oaks, Chief Financial Officer
1221 E. Kingsbury Street
Seguin, Texas 78155
Tel. (830) 401-8666

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

11. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

12. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

13. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of GVSUD and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

14. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable within the state-certificated service area of GVSUD.

15. Venue.

Venue for any civil suit arising hereunder shall be in Guadalupe County, Texas. Venue for any administrative law action arising hereunder shall be vested in the applicable state agency and the appropriate courts of Travis County, Texas.

16. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

17. Assignability.

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the GVSUD, which consent will not be unreasonably withheld. GVSUD may assign this Agreement to any other retail public utility authorized by the TCEQ and/or Public Utility Commission of Texas to serve the Property.

18. Effective Date.

This Agreement shall be effective from and after the date of due execution by all Parties.

19. Conflict.

In the event there is determined to be a conflict between the terms of this Agreement and the provisions in GVSUD's Operations Policy governing the same matter, GVSUD's Operations Policy shall prevail.

20. Recitals Incorporated.

The recitals to this Agreement are incorporated herein by reference for all purposes.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

GVSUD

DEVELOPER

By: _____ By: _____

Date: _____ Date: _____

**GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT**

Exhibit A – Legal Description of the Property

**RESOLUTION OF THE BOARD OF TRUSTEES
OF
SEGUIN INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Board of Trustees of Seguin Independent School District (the “Board”) owns that certain real property located at 6625 FM, New Braunfels, Texas 78130 (the “Property”); and

WHEREAS, the Board desires to delegate authority to Elizabeth Oaks, Chief Financial Officer of Seguin Independent School District, to execute any and all necessary documentation to secure utilities at the Property following approval by legal counsel, and the Board; and

NOW, THEREFORE, the Board of Trustees of Seguin Independent School District, at a lawfully called meeting of the Board, held in compliance with the Texas Open Meetings Act, do hereby approve and adopt the following Resolutions and actions taken:

BE IT HEREBY RESOLVED THAT:

- The Board delegates authority to Elizabeth Oaks, Chief Financial Officer of Seguin Independent School District, is hereby authorized and empowered, in the name and on behalf of Seguin Independent School District, to execute any and all necessary documentation to secure utilities at the property located at 6625 FM 725, New Braunfels, Texas 78130, following approval by legal counsel, and the Board.

[Signature Page Follows]

SEGUIN INDEPENDENT SCHOOL DISTRICT

Trustees voting in favor of the Resolution:

Steve Muller
Brent Amador
Mark H. Hays

Vinda Duncan
Richard Gue

The undersigned, being the Secretary of the Board, hereby certifies that the foregoing represents a true copy of a Resolution of the Seguin Independent School District Board of Trustees, duly held on July 23, 2024, which Resolution is in full force and effect, and has not been revoked or amended.

Vinda Duncan
Board Secretary

Dated: 7. 23. 24

GREEN VALLEY SPECIAL UTILITY DISTRICT NON-STANDARD SERVICE AGREEMENT

Exhibit B – Water Service Feasibility Study for the Property



Green Valley Special Utility District

Seguin ISD – McQueeny Elementary School Water Service Feasibility Study

December 2022

Prepared by:
Utility Engineering Group, PLLC
191 N. Union Avenue
New Braunfels, Texas 78130
Phone: (830) 214-0521 (Office)
TBPE Firm No. 18712
UEG Project No. 6096-132

Location Map:

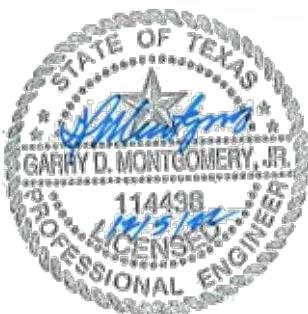


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1. Introduction

Green Valley Special Utility District (GVSUD) received the subject application for commercial water service from Seguin ISD – McQueeney Elementary School, on November 17, 2022. Utility Engineering Group, PLLC (UEG) was authorized to prepare a water feasibility study for the proposed subdivision to be presented at the December 14, 2022 GVSUD Board Meeting.

This feasibility study reviews and analyzes the proposed development layout, required easements, and projected water demand. UEG has included water use projections based on the application for service and historical water use for the District.

Once this feasibility study has been reviewed by GVSUD staff and presented to the GVSUD Board of Director's the applicant will receive a copy for review, and if the terms are acceptable a water service contract will be established for the development.

2. Land Use Projections

The Seguin ISD property is located within the City of Seguin ETJ and Guadalupe County. The property is located east of FM 725; southeast of the intersection FM 725 and Lakecreek Drive and across from the intersection of FM 725 and JW Lane. The property is currently undeveloped has a does not have water service from GVSUD. The applicant intends to develop the site with an elementary school on the commercial 25-acre tract. The applicant has requested a total of 1 – 2-inch water meter for their proposed commercial development. The application did not include connections for irrigation or fire suppression. The final meter sizes will be established once site planning and building sizes are determined. Based on the annual water demand included in the application, the development would equate to a total of 102 Equivalent Dwelling Units (EDU). The historic water demand for connections within the District has been 0.34 acre-feet per connection, however we typically project a demand of 0.4 acre-feet per connection as a conservative assumption. With the 0.4 acre-feet per connection demand, this request totals 41 acre-feet per year.

3. Water Availability

GVSUD currently has adequate water supply available to meet the application request under the Canyon Regional Water Authority (CRWA) Water Supply Contract through the Wells Ranch Phase II and the Phase I ARWA project. To aid in GVSUD's long-term planning efforts, we encourage developers to manage the water resources in the most efficient manner. This can be achieved by reducing irrigation demand, water conservation efforts and ensuring that waterline installation is completed correctly, and with adequate bedding materials. This reduces the number of leaks and associated water losses within the system over time.

Based on the number of services and amount of water requested in this application, UEG concludes that GVSUD has adequate water supply to meet the request for potable water for the proposed commercial development.

4. Existing GVSUD Infrastructure

The following section quantifies the impact to existing GVSUD storage, pumping and distribution infrastructure. This analysis also investigates the impact of the request on the GVSUD water supplies. These supplies include well water and surface/groundwater from the District's Wholesale Provider(s).

4.1 Impact to Water Supply

GVSUD currently has adequate water supply for this development through the District's Wholesale Provider, Canyon Regional Water Authority (CRWA) and the ARWA Phase I project. GVSUD will serve this development from the Plants 4 & 12 Elevated Tank. These facilities provide adequate pump, storage and production capacity to meet the long-term need of the property based on the application for service. No additional water rights or production capacity is required for the District to meet the request of this application.

4.2 Impact to the District's Distribution System

Currently, GVSUD has an existing 12-inch distribution waterline along the FM 725 frontage of the tract. The applicant will be responsible for installing their internal waterlines as well as all other appurtenances including fire hydrants within the proposed development which must be compliant with the fireflow criteria of the local jurisdiction. The applicant will be responsible for the installation of a backflow preventor and a pressure reducer to address the calculated pressure below.

4.3 Calculated Pressure

This property will be served by the Plant 4 & 12 elevated storage tank, which both have an overflow elevation of 830 feet msl. The development elevation at this location is approximately 610 feet msl. This equates to a pressure of 95.3 psi.

4.4 Impact to Water Storage

The Plant 4 & 12 service areas have adequate storage capacity to meet the service demand for this request. GVSUD also has redundant storage within the distribution system to reliably serve this development. No additional storage is required to meet this request.

5. Fireflow Demand Request

The applicant is required to meet the fireflow requirements for the authority having jurisdiction over the property location. In this case the applicant's property falls within the City of Seguin ETJ. The City of Seguin and Guadalupe County will require compliance with the International Fire Code and the applicant requests 1,500 gpm at 20 psi residual pressure. This is common for commercial land uses.

The District has adequate water supply, pumping capacity and distribution lines to meet the fireflow demand requested with the line extensions proposed in Section 4 of this report.

6. Estimated Costs

The applicant has requested 1 connection with a 2-inch meter, this will likely change to accommodate potable, irrigation and fire suppression demands. Fees will be recalculated based on final meter sizes. The fees for the amount of water requested are as follows:

Water Impact Fees: $\$3,490 \times 102 = \$355,980$;

Water Acquisition Fees: $\$2,000 \times 102 = \$204,000$;

Meter = $\$2,200$;

Installation = $\$1,400$ (based on 1 meter);

Inspection = $\$75$

Deposit = $\$150 \times 102 = \$15,300$

Total = $\$578,955$

Schools are exempt from paying impact fees under Chapter 395 of the LGC, therefore as long as the applicant is Seguin ISD, they would not have to pay the $\$355,980$ in impact fees. The water acquisition fees would be due at the time of platting/plan review.

7. Conclusions and Recommendations

Green Valley Special Utility District's existing water system is capable of serving this proposed development with domestic water service. The conclusions and recommendations outlined in this report are met by the proposed development and approved by the GVSUD Board of Directors.

The following conditions are provided for GVSUD's consideration:

- A. The applicant complies with GVSUD's current policies and pays all applicable fees at the time of Development.
- B. The required easement certification is provided on the recorded plat and any required easements are dedicated to the District. Attachment 2 contains the certification required by the District. If a right-of-way dedication is required by the City, additional easement and expenses may be assessed.

- C. GVSUD staff and consultants approve the location, size, material type and all appurtenances prior to construction and final acceptance of the project. GVSUD standard waterline specifications and details shall be followed and a GVSUD inspector shall be present during installation and testing of the infrastructure.
- D. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically agreed to in writing by GVSUD.
- E. Fire hydrants shall be spaced as required by the International Fire Code and City of Seguin/Guadalupe County.
- F. After construction completion and GVSUD acceptance, all water distribution improvements shall be dedicated to and maintained by GVSUD. The contractor and/or developer shall warranty all construction and material for a period of one year. All system improvements that are not prepared by GVSUD must be submitted to GVSUD for review and approval prior to construction. Any work completed without approved plans and inspection by GVSUD will be removed and/or replaced by the applicant at the sole expense of the applicant.
- G. The applicant is responsible for the design and construction of its internal waterline through the development, meter installation, the backflow preventor, and a pressure reducer. All easements required by GVSUD shall be granted by the Owner.

This water service feasibility study is subject to the approval and/or modification by the GVSUD Board of Directors after consideration of the information provided herein and the application of the policies of GVSUD. This study is based on the application for service submitted November 17, 2022 if changes or additions are made to the development this study should be revisited.

Attachment 1 – Easement Certification

GREEN VALLEY SPECIAL UTILITY DISTRICT CERTIFICATE

This land development plat has been submitted to and approved by Green Valley Special Utility District for Easements. Upon request of the Customer and payment of the required fees, the District will provide domestic water service to each lot in this Subdivision, by Agreement with the Developer.

Agent
Green Valley Special Utility District

EASEMENT CERTIFICATE

The Owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, dedicates to the Green Valley Special Utility District of Marion, Texas, its successors and assigns, a perpetual Easement marked as "Waterline Easement" or "Utility Easement" with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water or waste-water transmission, collection and/or distribution lines and appurtenances and any other facilities necessary to serve Grantors' property, as well as the Grantee's current and future system-wide customers, together with the right of ingress and egress under, over and across Grantor's adjacent lands and in all streets and byways for the purpose for which the above mentioned rights are granted, including the right to remove from said lands all trees, shrubs, grasses, pavements, fences, structures, improvements, or other obstructions which may interfere with the facility or the access thereto. It is agreed and understood that no building, concrete slab or walls will be placed within said Easement areas. No other utility lines may be located within 36" parallel to water lines.

Any monetary loss to Green Valley SUD resulting from modifications required of utility equipment located within said Easements due to grade change or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alterations. Upon entering in and upon said Easement, the District will endeavor to restore the land surface to a useable condition but is not obligated to restore it to a pre-existing condition.

The Easement conveyed herein was obtained or improved through Federal financial assistance. This Easement is subject to the provision of Title VI of the Civil Rights Act of 1964, and the regulations issued pursuant thereto for so long as the Easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

Attachment 2 – GIS Exhibit

**FIRST AMENDMENT TO
GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT**

THIS FIRST AMENDMENT to Green Valley Special Utility District Non-Standard Service Agreement is entered into by and between 1044 Land Partners, LLC, hereinafter referred to as "Developer," and Green Valley Special Utility District, hereinafter referred to as "GVSUD" (GVSUD and Developer are collectively referred to herein as the "Parties").

WHEREAS, Developer is engaged in developing that certain approximately 44 acres of land located west of FM 1044 approximately 0.4 miles south of the intersection of FM 1044 with Green Valley Road, in the extraterritorial jurisdiction of the City of New Braunfels in Guadalupe County, Texas, said land being hereinafter referred to as "the Property"; and

WHEREAS, the Parties entered into that certain Non-Standard Service Agreement effective April 2, 2022 (the "Agreement") for the provision of retail water service to 200 residential lots within the Property upon the terms and conditions reflected in the said Agreement; and

WHEREAS, the Agreement was for a term of five (5) years following the effective date after which GVSUD had sole discretion regarding extension of the Agreement if the full retail service contracted for in the Agreement was not in commercial operation; and

WHEREAS, Developer, citing extenuating circumstances, has requested that the initial term of the Agreement be extended; and GVSUD has agreed to such extension.

NOW THEREFORE, LET IT BE KNOWN, that for and in consideration for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, Developer and GVSUD agree as follows:

A. Recitals Incorporated.

The recitals to this First Amendment to the Agreement are incorporated herein by reference for all purposes.

B. Term Extended.

Section 3 of the Agreement governing the Term of Contract is hereby amended by deleting Section 3 of the Agreement in its entirety and replacing Section 3 with the following:

3. Term of Contract

Execution of this Agreement shall bind the Parties for a period of seven years following the Effective Date of April 2, 2022. No earlier than April 2, 2029, GVSUD may in its sole discretion extend the Agreement after the initial seven-year term at and under such terms and conditions as the GVSUD deems appropriate at that time. If the full service requested and contracted for is not into commercial operation by April 2, 2029, service capacities granted to Developer under this Agreement are forfeited by the Developer and may be used without reimbursement or compensation by GVSUD to serve other properties within its service area.

C. No Other Amendments Intended.

The Parties agree that, other than the extended term referenced in Section 2 of this First Amendment to the Agreement and incorporation of the recitals, no other amendment is revision to the terms and condition of the Agreement are intended.

(remainder of this page intentionally left blank)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

GVSUD

DEVELOPER

By: _____ By: _____

Date: _____ Date: _____