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

Regular Board Meeting
Agenda
September 24, 2026
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, September 24, 2026 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 also be available via the Green Valley SUD YouTube channel 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 under 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 must report under 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 Pamela Manchack, Public Information Officer, pmanchack@gvsud.org. Written comments must be submitted and received no later than 3:00 p.m. on September 23, 2026. 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. August 27, 2026, Regular Monthly Board Meeting Minutes
2. August 2026 Balance Sheet
3. August 2026 Cash Investment Report/Statement of Account Balances, until audited
4. August 2026 Financial Report, until audited
5. August 2026 Check Detail

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. Operations update. (Brian Plover)
      iii. District Engineer Update (Travis Basham)
   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. Committee Reports
      i. Construction Committee Memo (Nick Sherman)
      ii. CRWA Construction Committee Memo (Nick Sherman)
      iii. Finance/Investment Committee (Shari McDaniel)
      iv. TASUD Update (Phil Gage)

F. Public hearing on the GVSUD Drought Contingency Plan. (Brian Plover)

G. Discussion and action on the GVSUD Drought Contingency Plan. (Brian Plover)

H. Review and approve Operations Policy updates. (Brian Plover)

I. Annual review and re-authorization of the GVSUD Investment Policy. (Gina Buntin)

J. Discussion and possible direction to staff regarding the Watershed 250 pilot program regarding cybersecurity resources for the water and wastewater industry. (Phil Gage)

K. Review bids and award contract for the Texas Department of Transportation (TxDOT) IH 35 NEX Waterline Relocation. (Travis Basham)

L. Consideration and approval of a resolution requesting financial assistance from the Texas Water Development Board Water Development Fund for constructing various public improvements to the District's utility system; authorizing the District's Financial Advisors, Bond Counsel, and Engineers to coordinate the submission of the application to the Texas Water Development Board; and other matters in connection therewith. (Phil Gage)

M. Consideration and possible action related to Non-Standard Water and/or Wastewater Service Agreement(s):
    1. Bexar County ESD #12 - Water Non-Standard Service Agreement
    2. Montecristo Estates - Water Non-Standard Service Agreement
    3. Pic N Pac #16 Carwash - Water Non-Standard Service Agreement
    4. Schmoekel Tract – Water Non-Standard Service Agreement
    5. Schmoekel Tract – Wastewater Non-Standard Service Agreement

N. 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:

O. Discuss personnel matters. "Tex. Gov't. Code Section 551.074"

P. Discuss Project Alpha. "Tex. Gov't. Code Section 551.071"

Post Executive Session:

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

R. Discussion and possible action to adjust the date for the October 2026 Board of Director's regular meeting.

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

T. Adjournment.

I, Pamela Manchack, 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.

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Regular Board Meeting Minutes
August 27, 2026

The Green Valley Special Utility District (GVSUD) Board of Directors met in a regular monthly meeting on August 27, 2026, at the GVSUD Boardroom located at 605 FM 465, Marion, Texas 78124. Board Directors present were John Frias, Nick Sherman, Robert Roberson, James Hendrix, Jerry Cumby and Shari McDaniel. GVSUD Staff present were Phillip K. Gage, Travis Basham, Gina Buntin, Kim Hutcheson, and David Gurganus. Also present was Shan Rutherford, staff attorney with Terrill & Waldrop Law Firm, and Garry Montgomery, Utility Engineering Group (UEG).

A. Establish Quorum and Call to Order.

John Frias called the meeting to order at 9:00 a.m.

B. Invocation and Pledge of Allegiance.

Frias gave the invocation and led the Pledge of Allegiance.

C. Public Comment.

None

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. July 23, 2026, Regular Monthly Board Meeting Minutes
2. July 2026 Balance Sheet
3. July 2026 Cash Investment Report/Statement of Account Balances, until audited
4. July 2026 Financial Report, until audited
5. July 2026 Check Detail

Sherman made a motion to approve Items D.1 – D.5. Second by Roberson. All voted in favor. Motion passed.

E. Hear updates on the following items from GVSUD General Manager, Staff, and Committee Chairs.
   1. Employee Recognition (Phil Gage)

Gage recognized John Manchack for obtaining his Wastewater Operator D license. John joined the wastewater department approximately five months ago.

   2. Business and Operations:
      i. General Manager updates. (Phil Gage)

Gage reported that the District currently has 59 employees, with four vacant positions that staff continues to work toward filling. Patrick Carlson recently joined the District in the Safety and Security Administrator position, approximately two weeks ago. An updated organization chart was provided to the Board. The rate study has been completed and proposed rates will be presented to the Board, along with the proposed budget. No other significant updates were provided regarding the General Manager's memorandum.

      ii. Operations update. (Brian Plover)

The District added 106 new water meter connections during the month, bringing the total to 20,312 connections. This new meter sets nearly double the previous month, and the District remains on pace to add more than 1,000 meters for the year. Approximately 580 acre-feet of water was purchased or produced in July, remaining well within regulatory standards.

Well 4, the Trinity well, remains out of service. The contractor, Jurgenson, has identified an electrician and is evaluating two potential electrical solutions. The preferred option appears to be installing a new electrical service rather than upgrading the existing service at Plant 7, as it is expected to be more cost-effective. A proposal is anticipated within the next one to two weeks.

The Edwards Aquifer entered Stage 2 conditions on August 6. The water inventory report has been updated to reflect the current aquifer conditions and related curtailment requirements. The District also completed its first month of PFAS testing under the new TCEQ requirements. Testing will continue for the next three quarters, and results to date are well below regulatory standards with no issues identified. Additional guidance from TCEQ is expected following completion of the initial year of testing.

Water billing, 516 acre-feet were billed in July, generating approximately $1.88 million in revenue. The District recorded just over 24 acre-feet of known water loss and just over 40 acre-feet of unknown water loss. The annual unknown water loss remains at approximately 8%, which continues to be below the prior year and reflects improvement in this area.

Wastewater connections increased by 63 during the month, bringing the District total to 2,730 connections. The billing report was revised to provide greater clarity by separating miscellaneous fees that had previously been included with Martinez Creek fees. Plant utilization for the month was just under 25%.

In response to questions regarding the increase in known water loss, staff explained that the recent heavy rainfall followed by drying conditions has contributed to ground movement, resulting in additional leaks and breaks throughout the system. Staff also noted that some areas of the system need pipe upgrades, which contributed to the issues experienced during the month.

The Board discussed the new PFAS testing requirements and asked about the source of a water sample that showed trace levels of PFAS. Staff explained that the District has six required entry points for testing and that the sample in question was from a groundwater source in the Comal County area. Staff noted that the specific physical locations of the District's entry points are not publicly disclosed.

iii. District Engineer Update (Travis Basham)

The District currently has 65 projects in design, 48 in construction, and 5 in closeout, for a total of 118 projects. The 90% design for the wastewater treatment plant has been received and is currently under staff review. At Plant 11, the upgraded pumps and tank are progressing through the closeout process, with the second tank expected to be filled and disinfected the following week, which will add additional storage capacity to the system.

Progress has continued on the Plant 3 and Plant 8 generator projects. Concrete pads have been completed at both locations, and the projects are currently awaiting delivery of larger electrical components. Work on the 16-inch Lower Seguin Road and Green Valley Road water line is progressing toward the 60% design milestone, with the Green Valley Road portion expected to advance quickly from 60% to 90%. All necessary easements have been secured for the project. The Lower Seguin Road portion had been delayed pending completion of an archaeological study associated with several low-water crossings. The study has been completed with no issues identified, and the consultant has been authorized to begin negotiating easements, allowing the project to resume.

Contracts with engineering firms for capital improvement projects have been included in the report at the Board's request and will continue to be provided in future reports.

The Board discussed the 90% design for the wastewater treatment plant and the path forward for securing financing. Staff explained that a significant deadline is approaching at the end of the following month to submit an application for bond and Texas Water Development Board funding. Staff will return to the Board at the next meeting with the requested funding amount for approval. Staff noted that the requested amount could be reduced at a later date, but additional funding could not be requested after the application is submitted. In preparation, staff is continuing to review the 90% design and conduct value engineering with the Construction Committee and design team. Staff will provide additional comments and recommendations to the design team, followed by a detailed "turn-page" meeting to review the comments and work toward completion of the 100% design.

The Board emphasized the importance of staying on schedule due to the potential financial impact of delays. Staff explained that approval at the next Board meeting is critical because missing the upcoming funding application deadline could require the District to wait an additional six to twelve months for the next funding cycle. The current target is to advertise the wastewater treatment plant project for bids by the beginning of next year.

Staff clarified that the action requested from the Board at the next meeting will be approval to submit the funding application to the Texas Water Development Board and pursue the requested financing. This action will not constitute issuance of the bonds or approval of bond documents or bond counsel. Those steps will be addressed at a later stage after the funding application process

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

The Board of Trustees received an update regarding the Canyon Regional Water Authority (CRWA) budget. The final budget was approved after approximately five months of development, with the overall budget increasing by less than 2% compared to an increase of more than 18% in the prior year.

Sherman voted against the budget due to concerns regarding the labor or "manpower" budget category. He stated that he was unable to obtain a clear explanation for how the amount was developed and, after further review, determined that the budgeted labor amount appeared to significantly exceed the current staffing needs. It was explained that the amount had essentially been carried forward from the prior fiscal year rather than being based on a detailed analysis of current salaries and staffing requirements.

The CRWA Board President plans to establish a compensation committee to review employee salaries and ensure compensation is appropriately aligned with current positions and responsibilities. Following that review, a future budget adjustment may be considered to reduce the labor budget if appropriate. Sherman expressed interest in serving on the compensation committee. Overall, the remainder of the CRWA budget was described as being tightly controlled, with the primary concern limited to the labor budget category.

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

A significant development involves the classification of the Lake Dunlap surface water treatment plant under the regulatory "BIN" classification system, which is based on levels of contaminants such as Giardia and Cryptosporidium. The plant is currently classified as BIN 2, which requires additional filter integrity testing and backwashing compared to a BIN 1 classification.

CRWA staff have been working with TCEQ to pursue a change in the plant's classification from BIN 2 to BIN 1 due to consistently low levels of Giardia and Cryptosporidium. If approved, the change is expected to reduce water usage by approximately 600 acre-feet annually and save approximately 11 man-days of operational labor each year. TCEQ will need to complete the required testing and regulatory review before the classification can be changed.

The Board recognized the CRWA staff for making significant progress on this matter and noted that the effort could provide direct labor and cost savings to the participating entities. Board members also commented positively on the increased effort and improved performance they have observed from CRWA staff and emphasized the importance of recognizing both areas requiring improvement and successful accomplishments.

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

The Board received an update regarding Alliance Regional Water Authority (ARWA) project. ARWA presented two Guaranteed Maximum Prices (GMPs) for the project, with a third GMP still pending. The ARWA Board authorized the General Manager to negotiate the final costs for the two GMPs received. As a result of negotiations, the project cost was reduced by approximately $2 million.

The overall project remains over the original budget, with the current estimated project cost at approximately $224 million. ARWA is also pursuing additional funding to address the project cost increase. The original estimate for additional funding was approximately $75 million; however, through efforts among the project sponsors, that amount has been reduced to approximately $42 million. Green Valley SUD's portion of the additional funding is estimated at approximately $4.5 million, based on its share of the CRWA allocation.

The Board was advised that ARWA Executive Director Graham Moore is expected to attend the October meeting to present the request for additional funding. The Board discussed that the additional funding requirement is allocated among the project sponsors based on their respective participation percentages. The Board also noted that the requested additional funding is separate from the current authorization to negotiate the GMPs and will be addressed as part of the upcoming funding request.

6. Committee Reports (no discussion on item 6.i to 6.iii)
    i. Construction Committee Memo (Nick Sherman)
    ii. CRWA Construction Committee Memo (Nick Sherman)
    iii. Finance/Investment Committee (Shari McDaniel)
    iv. TASUD Update (Phil Gage)

The Board received an update regarding recent activities with the Texas Alliance of Special Utility Districts (TASUD). Two draft bills are currently being developed for the upcoming legislative session. One bill would streamline the process for uncontested Certificate of Convenience and Necessity (CCN) transfers between entities by establishing a 60-day deadline for the Public Utility Commission to process an agreed transfer, after which the transfer would be deemed approved. The second bill would provide Special Utility Districts with the ability to establish single-member districts for Board elections. Four additional legislative proposals were identified during recent meetings, bringing the total to six proposals under consideration. Additional details regarding the proposed legislation will be discussed in executive session.

The Board was also briefed on a recent trip to Austin, which included meeting with Chairman Harris's chief of staff and spent the afternoon at the Texas Water Development Board (TWDB). Discussions with TWDB staff covered regional water planning, the agency's engineering review process, and concerns regarding delays in project reviews associated with TWDB funding. It was noted that extended review times can diminish the financial benefit of TWDB's favorable interest rates by increasing project costs and delaying implementation. TWDB leadership requested additional information regarding the current process, and staff offered to provide a flowchart illustrating the process from the perspective of water districts and other users. The Board was informed that the trip was productive and that staff intend to continue working with TWDB to identify opportunities to improve the funding and engineering review process.

F. Accept Certification of Unopposed Candidates and Adopt Order Calling for Cancellation of the November 3, 2026 Election of 3 Directors. (Phil Gage)

Aceptar la Certificación de Candidatos sin oposición y adoptar la Orden que solicita la cancelación de la Elección de 3 Directores del 3 de noviembre de 2026.

Sherman made a motion to accept certification of unopposed candidates and adopt order calling for cancellation of the November 3rd, 2026 election of three directors. Second by Hendrix. All voted in favor. Motion Passed.

G. Review and approve new rates for FY 2027. (Phil Gage)

The Board received a presentation regarding proposed water and wastewater rates for Fiscal Year 2027. Staff explained that the annual rate review was based on 36 months of historical data and the District's prior third-party rate study. The analysis considered water usage, rainfall, customer usage patterns, growth, inflation, operating costs, wholesale water costs, personnel, and debt service. Staff noted that water costs remain relatively consistent with the prior rate study, while wastewater costs have changed significantly due to system expansions and increased capital requirements.

Staff presented two water rate options. Option A would provide a 4% increase to base and volumetric rates, with an 8% increase for commercial accounts. Option B, which staff recommended, would maintain the current base rates, increase the first two residential and agricultural usage tiers by 4%, and apply progressively higher increases to the upper tiers to encourage conservation and better align rates with higher water usage. Commercial rates would increase by 8% under either option.

Staff explained that the proposed commercial increase is intended to correct instances where commercial customers could pay less per unit of water than residential customers under the existing rate structure. The proposed changes are intended to establish a more equitable rate structure while continuing to encourage conservation.

For wastewater, staff presented one option consisting of a 4% increase to the residential minimum charge and a 4% increase to volumetric charges. Staff also reviewed the District's winter averaging methodology and customer usage patterns as part of the rate analysis.

King made a motion to approve the water and wastewater rate increases as described and recommended by staff in option B. Second by McDaniel. All voted in favor. Motion passed.

H. Review and approve Fiscal Year 2027 Budget. (Phil Gage)

Gage presented the proposed Fiscal Year 2027 budget, noting that the budget had been reviewed extensively with the Finance and Investment Committee as well as the Conservation Committee. Growth projections remain steady, with approximately 1,000 new meters anticipated during the fiscal year. Revenue projections were adjusted to reflect a more conservative expectation for developer Water Acquisition fees following the unusually high revenue experienced in FY2026. Direct water costs are projected to increase modestly, while general operating costs are projected to decrease by approximately $500,000. Personnel expenses were budgeted based on 63 employees with an approximately 4% increase in the aggregate personnel budget, with individual compensation increases to remain merit-based.

The capital budget includes approximately $11.4 million for capital improvement projects, including the Plant 9 project, for which the District has applied for approximately $21 million in grant funding through the Texas Water Development Board. If the grant is not awarded or is awarded at a reduced amount, staff will return to the Board with an amended funding plan. The budget also includes funding for vehicles, trailers, safety equipment, the ongoing ERP upgrade, AMI improvements, meter inventory, water distribution projects, plant sustainment and restoration, and other capital needs. Staff noted that several large capital budget categories include projects that are expected to be reimbursed, including certain TxDOT-related waterline relocations and the Clearwater Wastewater Treatment Plant, which is developer-funded. Bond payments are expected to remain relatively consistent.

Overall, the FY2027 budget is projected to end approximately $133,000 ahead. The Finance and Investment Committee recommended approval of the budget and recognized staff for their work in controlling costs and preparing the budget.

McDaniels made a motion to approve the FY2027 budget. Second by Roberson. All voted in favor. Motion passed.

I. Review and approve Operations Policy updates. (Phil Gage/ Shan Rutherford)

The Board then reviewed proposed updates to the Operations Policy. The revisions included changes to water acquisition fee timing associated with new non-standard service agreements, clarification of the leak adjustment process, and additional guidance regarding winter averaging. The updates were intended to provide staff with clear and consistent procedures for addressing customer matters and provide customers with greater clarity regarding the applicable processes. The water acquisition fee language was revised to establish more predictable, time-based payment requirements, allowing the District to better project revenue. Additional minor administrative updates will be addressed in a future policy revision.

Sherman made a motion to approve the operations policy updates as presented. Second by Hendrix. All voted in favor. Motion Passed.

J. Review and approve Industrial Waste Order. (Phil Gage/ Travis Basham)

The Board discussed the proposed Industrial Waste Order and associated pretreatment standards and industrial/commercial waste survey developed by staff in preparation for anticipated commercial and industrial growth within the District. The proposed requirements are intended to establish clear discharge standards, protect the District's wastewater treatment facilities and permits, and prevent operators from receiving waste streams that exceed the District's treatment capabilities. The standards establish allowable limits for various constituents and provide for assessments when specified limits are exceeded. The requirements would be incorporated into the District's Operations Policy and applicable Non-Standard Service Agreements (NSSAs).

The Board discussed enforcement provisions, including a proposed assessment of 25% of the customer's applicable bill for certain violations, as well as the District's ability to require additional pretreatment, require testing, and ultimately terminate a service agreement for continued noncompliance. Staff explained that testing requirements would be established based on the specific characteristics of each industrial customer rather than applying the same testing frequency to every customer. The Board also discussed placing the cost of required compliance testing on the industrial customer and maintaining documentation to demonstrate that customers are meeting their approved discharge requirements.

The Board expressed support for establishing clear standards before additional industrial development occurs and emphasized the importance of protecting the District's wastewater system and treatment facilities. Following discussion, the Board requested that an additional legal question regarding the proposed Industrial Waste Order be addressed in executive session before final action is taken.

K. Consideration and possible action related to Non-Standard Water and/or Wastewater Service Agreement(s):
   1. FM 725 C-Store - Water Non-Standard Service Agreement

The Board considered Item K1, the Non-Standard Water Service Agreement for the FM 725 C-Store. Staff and Construction Committee recommended approval.

Sherman made a motion to approve Item K.1, the Non-Standard Water Service Agreement for FM 725 C-Store. Seconded by Mr. Hendrix. All voted in favor. Motion passed.

L. Hear updates on the items below from GVSUD General Counsel. "Tex. Gov't Code Section 551.071"
   1. Pending or Threatened Litigation

General Counsel stated there were several minor pending litigation additional information be provided at the following month's Board meeting.

   2. Legal Changes Affecting the District

None

The Board took a break at 10:47 a.m. The Board went into Executive Session at 1010 a.m. to discuss Items M., N, and O.

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:

M. Discuss personnel matters. "Tex. Gov't. Code Section 551.074"

N. Discussion and possible action regarding Cibolo Comprehensive Settlement Agreement compliance. "Tex. Gov't. Code Section 551.071"

O. Discuss Project Alpha. "Tex. Gov't. Code Section 551.071"

The Board reconvened in open session at 11:44 a.m. King left the meeting.

Post Executive Session:

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

Item J. - *Sherman made a motion that we approve the industrial waste order with the amendment of addition of a PFAS questionnaire as discussed in executive session. Seconded by Cumby. All voted in favor, with the exception of King who left the meeting. Motion passed.*

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

R. Adjournment.

McDaniels made a motion to adjourn. Second by Roberson. All voted in favor. Motion passed

Meeting was adjourned at 11:45 a.m.

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

John Frias, President

Robert Roberson, Secretary-Treasurer

Date

Date

Green Valley Special Utility District
Balance Sheet: 2025 - 2026
For the Period Ending 8/31/2026

Account Number	Account Description	Debit	Credit
Assets			
131.1016	Frost Operating ...6362	$316,926.80	$0.00
131.1050	FUB - ...3567 - Operating Credit Cards/A	$69,664.82	$0.00
131.1080	Logic - ...6001 - Operating Reserves	$20,438,381.92	$0.00
131.1082	Logic - ...6005 - Water Acquisition Reserves	$30,680,084.87	$0.00
131.1083	Logic - ...6006 - CIAC Fees	$9,607,288.29	$0.00
Total Balance Sheet	**Operating Cash Accounts**	**$61,112,346.70**	**$0.00**
131.7025	Frost TWDB ...6397	$417,929.52	$0.00
131.7045	Frost USDA ...6370	$17,983.62	$0.00
131.7060	Logic - ...6002 - Impact Fee Reserves	$20,451,390.30	$0.00
131.7090	Logic - Bond Funds ...6007	$25,352.80	$0.00
131.9002	Frost Clearwater Creek Escrow..3652	$2,677,011.69	$0.00
Total Balance Sheet	**Impact Fee and Bond Accounts**	**$23,589,667.93**	**$0.00**
131.8080	Frost Debt Service Reserve ...6354	$44,168.38	$0.00
131.8081	Logic - Debt Service ...6008	$3,905,144.97	$0.00
Total Balance Sheet	**Debt Service & Reserves**	**$3,949,313.35**	**$0.00**
131.8070	Investment in CRWA	$10,000.14	$0.00
136.0000	Prepaid Expenses	$337,648.71	$0.00
143.1000	Accounts Receivable	$2,339,175.34	$0.00
143.3000	Allow for Uncollectible	$0.00	$117,029.18
143.4000	Deferred Charges	$142,535.39	$0.00
143.9000	Accounts Receivables - Developers	$15,426,909.53	$0.00
154.0000	Materials and Supplies - Inventory	$405,396.23	$0.00
155.2000	Other Current Assets	$2,200.00	$0.00
190.5040	Escrow Fund - L1001085- New Series 2020 - $24,985	$1,007,279.16	$0.00
190.5050	Escrow Fund -L1001396 TWDB Series 2021 - $15,725	$1,812,074.93	$0.00
190.5060	Escrow Fund - L1001414 TWDB Series 2021 A - $19,54	$504,518.75	$0.00
190.5070	Escrow Fund - - L10058PUSD TWDB Series 2011	$86,573.36	$0.00
300.9018	Prepaid SARA Sewer Treatment Capacity	$1,554,000.00	$0.00
Total Balance Sheet	**Other Assets**	**$23,628,311.54**	**($117,029.18)**
107.2000	Construction in Progress	$12,868,583.73	$0.00
107.2020	Water - Capital Impact Fee	$6,589,499.42	$0.00
107.2111	Water -Developer Professional Service -	$2,576,070.80	$0.00
108.0000	Accumulated Depreciation	$0.00	$31,355,798.15
300.1001	IT Purchases/Upgrades	$1,147,410.73	$0.00
300.1006	Water - Meter Replacement (Capital)	$1,267,952.53	$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	$3,399,827.36	$0.00
300.9006	Land & Easements	$4,875,873.13	$0.00

Green Valley Special Utility District
Balance Sheet: 2025 - 2026
For the Period Ending 8/31/2026

Account Number	Account Description	Debit	Credit	
300.9007	Water Distribution Sustainment and Restoration	$110,224,582.27	$0.00	
300.9008	Water Plant Sustainment and Restoration	$902,391.41	$0.00	
300.9015	Furniture & Fixtures	$301,030.73	$0.00	
300.9016	Buildings	$21,310,739.68	$0.00	
Total Balance Sheet	**Property Plant & Equipment**	**$166,213,500.99**	**($31,355,798.15)**	
107.2100	Water - Capital Projects	$7,982,968.37	$0.00	
107.2110	Water - Professional Service - Capital P	$159,438.54	$0.00	
107.2112	Sewer - Capital Project SC 0.5 MGD	$15,314,811.65	$0.00	
Total Balance Sheet	**Bond Funded**	**$23,457,218.56**	**$0.00**	
	Total Assets			**$270,477,531.74**
Liabilities				
201.1001	Project Clearing Account	$0.00	$2,063,110.69	
232.1000	Accounts Payable	$0.00	$4,264,732.64	
232.1010	Accrued Compensated Absences	$0.00	$36,081.47	
232.1030	Interest Payable	$0.00	$1,402,464.40	
232.1055	Retainage Payable	$0.00	$131,791.99	
232.1088	Accounts Payable - Escheat - Unclaimed	$0.00	$12,103.86	
232.1140	Sewer - Martinez Creek/SARA Connection Fee	$0.00	$16,000.00	
232.1150	Cibolo Franchise Fee	$0.00	$37,482.30	
232.3010	State Fee Coll./Paid	$0.00	$82,976.51	
232.4000	Customer Deposits	$0.00	$3,109,834.82	
242.3000	Payroll Accrual	$0.00	$112,049.02	
Total Balance Sheet	**Current Payables**	**$0.00**	**($11,268,627.70)**	
232.8010	USDA - Series 2003 - $584,000	$0.00	$383,000.00	
232.8015	USDA - Series 2020 - $5,110,000	$0.00	$4,148,829.18	
232.8020	USDA - Series A 2020 - $5,290,000	$0.00	$4,806,000.00	
232.8025	USDA - Series B 2020 - $2,840,000	$0.00	$1,740,275.42	
232.8030	TWDB - GREE1021 RB $15,725,000.00	$0.00	$14,570,000.00	
232.8035	TWDB - GREE1021 ARB $ 19,540,000.00	$0.00	$18,105,000.00	
232.8040	GVSUD Bond Series 2022 - 27,242,856.81	$0.00	$26,180,000.00	
232.8042	Series 2020 Refunding Bonds $8,400,000	$0.00	$6,845,000.00	
232.8043	Series 2025 - WW .5mgd Expansion $14.3M Bond	$0.00	$14,365,000.00	
232.8050	New Series 2020 - $24,985,000	$0.00	$21,745,000.00	
232.8051	Premium of Issuance	$0.00	$777,476.36	
232.8060	USDA Fed.Bond-$1,822,570.-Prepaid SARA	$0.00	$1,805,000.00	
Total Balance Sheet	**Long Term Debt**	**$0.00**	**($115,470,580.96)**	
	Total Liabilities			**$126,739,208.66**
Equities				
201.2000	Retained Earnings	$0.00	$88,014,386.31	
Total Balance Sheet	**Equity**	**$0.00**	**($88,014,386.31)**	

Green Valley Special Utility District
Balance Sheet: 2025 - 2026
For the Period Ending 8/31/2026

Account Number	Account Description	Debit	Credit	
	Total Equity			**($88,014,386.31)**
Revenues Less Expenditures			**$55,723,936.77**	
	Total Equity			**$143,738,323.08**
Total Liabilities and Equity				**$270,477,531.74**
Total		**$301,950,359.07**	**$301,950,359.07**	

GREEN VALLEY SPECIAL UTILITY DISTRICT
CASH INVESTMENT REPORT / STATEMENT OF ACCOUNT BALANCES
UNAUDITED
08/31/2026

Operating Cash Accounts	Jul-26		Aug-26		
Frost - Operating	$198,973.90		$316,926.80		
First United Bank - Operating	$154,491.19		$69,664.82		MM Checking Acct. (0.35%)
Logic - Operating Reserves	$24,873,707.37		$20,438,381.92		Aug Average 3.8135%
Logic - Water Acquisition Reserves	$24,640,501.92		$30,680,084.87		Aug Average 3.8135%
Logic - CIAC	$7,337,964.37		$9,607,288.29		Aug Average 3.8135%
TOTAL Operating Cash Accounts	$ 57,205,638.75		$ 61,112,346.70		
Restricted, Impact Fee & Bond Accounts					
Frost - TWDB	$349,140.79		$417,929.52		
Frost - USDA	$15,366.62		$17,983.62		
Logic - Impact Fee Reserves	$19,829,923.06		$20,451,390.30		Aug Average 3.8135%
Logic - Bond Funds	$243,627.83		$25,352.80		Aug Average 3.8135%
TOTAL Impact Fee & Bond Accounts	$ 20,438,058.30		$20,912,656.24		
Debt Service & Reserves					
Frost - Debt Service Reserve	$4,218.27		$44,168.38		
Logic - Debt Service	$3,892,539.59		$3,905,144.97		Aug Average 3.8135%
Total Texas Water Development Board	$ 3,896,757.86		$ 3,949,313.35		
First United Bank	$ 295,662.80		$ 289,644.50		
Pledges	$ 250,000.00		$ 250,000.00		
	$ 1,000,000.00		$ 1,000,000.00		
FUB Total	$ 1,545,662.80		$ 1,539,644.50		
Pledges Frost Bank	$ 4,094,810.50		$ 4,175,354.14		

GREEN VALLEY SPECIAL UTILITY DISTRICT

CASH INVESTMENT REPORT / STATEMENT OF ACCOUNT BALANCES

UNAUDITED

8/31/2026

_____

John Frias - President

_____

Robert Roberson - Secretary/Treasurer

_____

Phil Gage - General Manager

_____

Heidi Schnell - Accounting Manager

GREEN VALLEY SPECIAL UTILITY DISTRICT **Unaudited** **Financial Report / Budget Ending 08/31/2026**

Account Description	Aug Actual Water	Aug Actual Sewer	Aug Actual Total	YTD as of Aug, 2026	FY 2026 Budget	Amended Budget FY 2026	%
Revenues							
Water Sales	$ 2,086,346.69		$ 2,086,346.69	$ 18,892,028.76	$ 24,700,934.13	$ 24,700,934.13	76%
Water - Meter Installation/Relocate	$ 118,999.56		$ 118,999.56	$ 968,831.21	$ 1,218,750.00	$ 1,121,250.00	86%
Inspection, Application and Trip Charges	$ 25,675.00		$ 25,675.00	$ 256,650.00	$ 281,208.83	$ 281,208.83	91%
Water - Bores and Line Extensions	$ 16,710.47		$ 16,710.47	$ 131,445.72	$ 75,000.00	$ 100,000.00	131%
Feasibility Study	$ 2,000.00		$ 2,000.00	$ 16,000.00	$ 20,000.00	$ 20,000.00	80%
Late Fee Charges	$ 49,362.93		$ 49,362.93	$ 408,901.54	$ 281,590.65	$ 296,411.21	138%
Water Revenue	**$ 2,299,094.65**		**$ 2,299,094.65**	**$ 20,673,857.23**			
Wastewater - SC WRRF - Treatment Service		$ 102,070.76	$ 102,070.76	$ 1,104,601.02	$ 561,911.56	$ 811,846.18	136%
Wastewater - Martinez Creek WWTP - Connect Charge		$ -	$ -	$ 2,600.00	$ -	$ -	
Wastewater - GBRA Billing Service		$ 5,462.64	$ 5,462.64	$ 56,519.68	$ 77,285.62	$ 77,285.62	73%
Wastewater - Harvest Hills Billing Service		$ 1,710.00	$ 1,710.00	$ 18,490.00	$ 20,335.34	$ 20,335.34	91%
Wastewater - Zipp Rd Utility Billing Service		$ 3,120.00	$ 3,120.00	$ 34,440.00	$ 31,900.69	$ 31,900.69	108%
Wastewater - SARA Utility Billing Service Fee		$ 12,565.71	$ 12,565.71	$ 276,223.04	$ 162,924.03	$ 337,974.57	82%
Wastewater Revenue		**$ 124,929.11**	**$ 124,929.11**	**$ 1,492,873.74**			
Water - Acquisition Fee	$ 230,022.24		$ 230,022.24	$ 35,294,839.75	$ 8,739,037.50	$ 23,801,696.40	148%
Wastewater - CIAC Fee Capital Revenue	$ (526,680.00)	$ -	$ (526,680.00)	$ 15,686,588.90	$ 4,883,300.40	$ 14,766,508.58	106%
Water - Impact Fee Capital Revenue	$ 875,914.00		$ 875,914.00	$ 7,337,635.50	$ 9,278,750.00	$ 8,536,450.00	86%
Developer Administrative Services	$ (198,270.89)		$ (198,270.89)	$ 3,489,455.74	$ 1,500,000.00	$ 2,000,000.00	174%
Capital Inflow	**$ 380,985.35**		**$ 380,985.35**	**$ 61,808,519.89**			
Interest Income	$ 277,570.58		$ 277,570.58	$ 2,294,601.89	$ 1,644,240.35	$ 1,957,428.99	117%
Misc. Income, Sale of Surplus	$ -		$ -	$ 36,018.00	$ 60,000.00	$ 53,000.00	68%
Antenna Service Income	$ 250.00		$ 250.00	$ 80,031.50	$ 80,281.50	$ 80,281.50	100%
Other Revenue	**$ 277,820.58**		**$ 277,820.58**	**$ 2,410,651.39**			
Total Revenues	**$ 2,957,900.58**	**$ 124,929.11**	**$ 3,082,829.69**	**$ 86,385,902.25**	**$ 53,617,450.60**	**$ 78,994,512.03**	109%

Direct Water and WW Operating Cost	Water	Sewer	Aug-26	YTD FY26	FY 2026 Budget	Amended Budget FY 2026	%
Water Purchase GBRA	$ 16,833.33		$ 16,833.33	$ 177,687.31	$ 193,199.96	$ 193,199.96	92%
Water - Edwards Aquifer - Permit Fee	$ 18,658.86		$ 18,658.86	$ 209,928.65	$ 207,748.08	$ 207,748.08	101%
Water Lease - Edwards- Dean Word	$ 64,583.33		$ 64,583.33	$ 563,650.24	$ 174,429.00	$ 624,857.25	90%
Water Lease - Edwards- Laguna	$ 8,439.37		$ 8,439.37	$ 90,014.96	$ 90,000.00	$ 90,000.00	100%
Water Lease - Comal Trinity Groundwater	$ -		$ -	$ 2,115.58	$ 8,174.84	$ 8,174.84	26%
Water Lease - Nueces River Authority	$ -		$ -	$ 84,318.00	$ -	$ 146,640.00	58%
Water - CRWA - ARWA	$ 238,367.93		$ 238,367.93	$ 2,622,047.23	$ 2,074,702.20	$ 2,860,529.59	92%
Water - CRWA - Lake Dunlap	$ 300,948.34		$ 300,948.34	$ 3,045,469.19	$ 3,418,076.04	$ 3,418,076.04	89%
Water - CRWA - Bond Lake Dunlap	$ 26,217.59		$ 26,217.59	$ 288,393.49	$ 314,623.58	$ 314,623.58	92%
Water - CRWA - Mid Cities	$ 7,708.73		$ 7,708.73	$ 84,796.03	$ 93,147.32	$ 93,147.32	91%
Water - CRWA - Bond Mid Cities	$ 10,313.93		$ 10,313.93	$ 113,453.23	$ 123,772.06	$ 123,772.06	92%
Water - CRWA - Wells Ranch	$ 385,631.88		$ 385,631.88	$ 4,241,950.68	$ 4,648,652.35	$ 4,648,652.35	91%
Water - CRWA - Bond Wells Ranch	$ 203,574.01		$ 203,574.01	$ 2,239,314.11	$ 2,442,985.82	$ 2,442,985.82	92%
Water - CRWA Purchase Contract Addendum	$ 30,000.00		$ 30,000.00	$ 330,000.00	$ 360,000.00	$ 360,000.00	92%
Water - Operations Material	$ 46,480.01		$ 46,480.01	$ 390,093.27	$ 490,000.00	$ 590,000.00	66%
Meters	$ 38,591.82		$ 38,591.82	$ 354,936.43	$ 574,700.00	$ 574,700.00	62%
Water - Plant Maintenance	$ -		$ -	$ 83,660.08	$ 138,800.00	$ 135,800.00	62%
Water - Damage Repairs	$ -		$ -	$ -	$ 100,000.00	$ -	0%
Water -Chemicals	$ 1,216.00		$ 1,216.00	$ 13,973.50	$ 31,960.75	$ 31,960.75	44%
Water - Bores and Line Extensions	$ 4,805.50		$ 4,805.50	$ 47,385.98	$ 75,000.00	$ 75,000.00	63%
Water - Line Repair (Contractor / lg repairs)	$ -		$ -	$ 9,100.00	$ 30,000.00	$ 30,000.00	30%
Bad Debt Expense	$ 9,388.40		$ 9,388.40	$ 103,272.40	$ 90,000.00	$ 123,504.67	84%
Wastewater - O & M Services		$ 3,960.68	$ 3,960.68	$ 86,338.33	$ 138,440.63	$ 161,024.00	54%
Wastewater - Chemicals		$ -	$ -	$ 79,220.03	$ 96,402.18	$ 132,152.18	60%
Wastewater - Operation Materials		$ -	$ -	$ 14,523.39	$ 12,500.00	$ 33,500.00	43%
Total Water and Waste Water Direct Expenses	**$ 1,411,759.03**	**$ 3,960.68**	**$ 1,415,719.71**	**$ 15,275,642.11**	**$ 15,927,314.81**	**$ 17,420,048.49**	88%
Gross Margin	**$ 1,546,141.55**	**$ 120,968.43**	**$ 1,667,109.98**	**$ 71,110,260.14**			

General Operating Cost			Aug-26	YTD FY26	FY 2026 Budget	Amended Budget FY 2026	%
Insurance - Bonds			$ -	$ 769.00	$ 1,000.00	$ 840.00	92%
Insurance - Liability			$ 1,531.67	$ 17,348.37	$ 18,380.08	$ 18,380.08	94%
Insurance - Property			$ 7,025.29	$ 83,106.25	$ 104,229.55	$ 110,057.61	76%
Insurance - Vehicle/Lrg Equipment			$ 2,415.81	$ 29,014.11	$ 40,708.35	$ 40,708.35	71%
Insurance - Worker's Compensation			$ 3,624.31	$ 40,532.16	$ 61,163.12	$ 51,465.89	79%
Janitorial			$ 3,542.85	$ 45,619.46	$ 52,300.00	$ 56,800.00	80%
Facilities Maintenance			$41,407.30	$239,083.49	$ 218,600.22	$ 252,000.22	95%
Office Equipment Maintenance & Purchase			$ 16,068.06	$ 136,451.72	$ 156,703.17	$ 187,130.17	73%
Office Supplies, Filings & Misc.			$ 5,141.88	$ 50,363.25	$ 45,919.72	$ 60,179.67	84%
Miscellaneous Expense (Specialties)			$ -	$ 536,480.09	$ 350,000.00	$ 685,000.00	78%
Outsource Billing			$ 31,288.59	$ 192,282.90	$ 251,964.84	$ 251,964.84	76%
Office Furniture & Accessories			$ -	$ 12,266.02	$ 36,050.00	$ 17,249.00	71%
Contracted Services			$ 3,602.14	$ 51,662.64	$ 109,024.78	$ 109,024.78	47%
Professional Services			$ 77,097.39	$ 939,088.11	$ 1,984,170.00	$ 1,038,000.00	90%
Director Fees, Meetings & Training			$ 99.64	$ 41,024.74	$ 60,396.00	$ 60,396.00	68%
Community Outreach			$ 4,106.71	$ 52,910.88	$ 89,500.00	$ 91,000.00	58%
Electricity Expense			$ 42,002.63	$ 381,280.96	$ 493,616.92	$ 493,616.92	77%
Telephone & Communication Expenses			$ 5,946.41	$ 67,573.93	$ 77,924.39	$ 81,524.39	83%
Computers & Supplies			$ 1,665.66	$ 45,144.57	$ 41,424.96	$ 48,124.96	94%
Radio / Communication / SCADA Expense			$ -	$ 32,123.78	$ 26,000.00	$ 29,914.50	107%
Sampling			$ 5,981.00	$ 41,999.64	$ 73,667.94	$ 73,667.94	57%
Lab Supplies			$ -	$ 7,991.45	$ 16,435.99	$ 18,935.99	42%
Supplies & Small Tools			$ 1,377.68	$ 39,365.13	$ 43,324.83	$ 51,440.83	77%
Equipment Repairs & Maintenance			$ 19,749.43	$ 92,651.42	$ 106,955.00	$ 106,955.00	87%
Vehicle Repairs & Maintenance			$ 26,701.29	$ 109,693.00	$ 114,232.00	$ 114,232.00	96%
Equipment Rental			$ -	$ 686.11	$ 33,532.58	$ 33,532.58	2%
Vehicle & Generator Fuel			$ 22,812.02	$ 131,552.37	$ 100,000.00	$ 160,000.00	82%
Generator Maintenance			$ 2,116.22	$ 9,409.53	$ 52,000.00	$ 52,000.00	18%
System Fees			$ 3,572.71	$ 41,941.72	$ 51,250.94	$ 51,250.94	82%
Interest Expense - Long Term Debt			$ 275,543.98	$ 2,917,682.33	$ 3,306,527.80	$ 3,306,527.80	88%
Amortization of Deferred Gain/Discount			$ -	$ -	$ 8,300.00	$ 8,300.00	0%
Amortization of Prepaid SARA Capacity			$ -	$ 24,000.00	$ -	$ 120,000.00	20%
Bond Issuance Cost			$ -	$ -	$ -	$ -	
Depreciation Expense			$ 313,026.89	$ 3,443,295.79	$ 3,536,329.51	$ 3,536,329.51	97%
Total General Operating Cost			**$ 917,447.56**	**$ 9,854,394.92**	**$ 11,661,632.69**	**$ 11,316,549.97**	87%

Personnel Expenses			Aug-26	YTD FY26	FY 2026 Budget	Amended Budget FY 2026	%
Safety & PPE Expense			$ 2,841.64	$ 50,303.73	$ 27,915.36	$ 44,371.87	113%
Wages - Hourly			$ 222,715.00	$ 2,612,435.99	$ 3,060,635.98	$ 3,134,226.72	83%
Wages - Salary			$ 99,732.03	$ 1,154,980.29	$ 1,331,100.00	$ 1,358,130.02	85%
Wages - Overtime			$ 17,063.40	$ 147,726.26	$ 187,069.77	$ 187,648.83	79%
Payroll Taxes			$ 28,524.33	$ 340,940.12	$ 449,410.41	$ 456,584.86	75%
Retirement Program			$ 47,387.07	$ 512,430.91	$ 433,069.00	$ 572,000.00	90%
Employee Appreciation			$ 34.20	$ 23,109.09	$ 27,470.00	$ 30,570.00	76%
Licenses, Dues, Testing			$ 3,330.83	$ 55,573.99	$ 26,924.00	$ 77,373.00	72%
Insurance - Health & Life			$ 46,278.90	$ 510,305.10	$ 558,749.20	$ 559,223.67	91%
Training, Convention, Meeting Expense			$ 400.00	$ 18,940.77	$ 60,720.00	$ 63,420.00	30%
Uniforms			$ 2,305.43	$ 31,236.54	$ 75,281.92	$ 80,139.88	39%
HR Services			$ 6,899.99	$ 73,945.66	$ 76,117.16	$ 78,963.16	94%
Total Personnel Expenses			**$ 477,512.82**	**$ 5,531,928.45**	**$ 6,314,462.80**	**$ 6,642,652.00**	83%

Total Revenues			**$ 3,082,829.69**	**$ 86,385,902.25**	**$ 53,617,450.60**	**$ 78,994,512.03**
Total Water and Wastewater Direct Expense			**$ 1,415,719.71**	**$ 15,275,642.11**	**$ 15,927,314.81**	**$ 17,420,048.49**
Gross Margin			**$ 1,667,109.98**	**$ 71,110,260.14**	**$ 37,690,135.79**	**$ 61,574,463.54**
Total General Operating Cost			**$ 917,447.56**	**$ 9,854,394.92**	**$ 11,661,632.69**	**$ 11,316,549.97**
Total Personnel Expense			**$ 477,512.82**	**$ 5,531,928.45**	**$ 6,314,462.80**	**$ 6,642,652.00**
Net Change			**$ 272,149.60**	**$ 55,723,936.77**	**$ 19,714,040.30**	**$ 43,615,261.58**

Working Capital (Cash & Investments)				**$ 85,974,316.29**
Ending Working Capital (Cash & Investments Less Accounts Payable and Deposits)				**$ 78,599,748.83**
Less: Bond and Impact Fee Accounts				**$ 20,912,656.24**
Operating Working Capital				**$ 57,687,092.59**

Bond Payments - Principal (Loan Payments)

TWDB - Bond Principal			$ -	$ -	$ 2,820,000.00
USDA - Bond Principal			$ -	$ -	$ 256,000.00
X-Caliber Federal Bond			$ -	$ -	$ 10,000.00
Total			**$ -**	**$ -**	**$ 3,086,000.00**

Capital Budget

Capital Improvement - Impact Fee / CIAC			**Aug-26**	**YTD FY26**	**FY 2026 Budget**	**Amended Budget FY 2026**	**%**
Capital Improvement - Impact Fee Funded			$ 888,406.37	$ 5,274,270.42	$ 12,377,124.83	$9,755,996.63	54%
Capital Improvement - CIAC Fee Funded			$ 416,614.99	$ 3,969,270.16	$ 2,500,000.00	$3,500,000.00	113%
Total Capital Improvements			$ 1,305,021.36	$ 9,243,540.58	**$ 14,877,124.83**	**$13,255,996.63**	70%

Non-Construction Capital Expenses GV Funded							
Software Upgrade - Billing & Map			$ 25,356.87	$ 198,136.94	$ 94,000.00	$283,830.00	70%
Vehicle & Equipment Purchase (W & WW)			$ 150,350.00	$ 518,319.54	$ 370,500.00	$517,224.50	100%
Furnitures & Fixtures			$ (475.75)	$ 517,843.79	$ 54,213.00	$71,000.00	729%
Buildings			$ -	$ -	$ -	$541,580.00	0%
Water - Meter AMI Replacements			$ 43,543.57	$ 459,361.97	$ 380,875.00	$318,150.00	144%
Inventory Purchase			$ 16,483.48	$ 805,999.16	$ 623,966.30	$651,506.38	124%
Total			**$ 235,258.17**	**$ 2,499,661.40**	**$ 1,523,554.30**	$2,383,290.88	105%

Sustainment and Restoration Green Valley Funded							
Water Distribution Sustainment and Restoration			$ 5,020.00	$ 104,537.53	$ 2,234,424.48	$1,696,775.32	6%
Water Plant Sustainment and Restoration				$ 490,392.64	$ 1,300,000.00	$1,485,000.00	33%
Land & Easement Acquisition - Water & WW			$ 5,000.00	$ 454,569.75	$ 1,292,976.00	$1,200,300.90	38%
Total			**$ 10,020.00**	**$ 1,049,499.92**	**$ 4,827,400.48**	**$4,382,076.22**	24%

Green Valley Special Utility District
Paid Checks Report
8/1/2026 to 8/31/2026

Check#	Paid To	Description	Check Date	Amount
36384	J&K Uitlity Services, LLC	Plant 3-Stetson Ridge - Pumps and motor replacement	8/5/2026	$59,333.76
36385	Soto, Ray	Concrete repairs after leak completion	8/5/2026	$6,150.00
36386	Tri-County Fence Company	Homestead EST chain link fence	8/5/2026	$3,400.00
36387	Victor Insurance Managers	Pollution Liability	8/5/2026	$500.00
36388	Alamo Industrial Group, Inc.	Repair for Gooseneck trailer	8/12/2026	$1,292.97
36389	ChemEquip Services LLC.	Plants 7, 8, & 9: PM of chlorine injection systems.	8/12/2026	$3,385.00
36391	Lippe Tire Center	Tire repair OD 311	8/12/2026	$17.50
36392	Russell & Sherrice Judd	Easement	8/12/2026	$5,000.00
36393	Seguin Diesel Truck Ser, Inc.	Work completed on DT 321	8/12/2026	$2,512.99
36394	TCEQ	License	8/12/2026	$222.00
36395	Zipp Road Utilities	July 2026 Sewer	8/12/2026	$20,762.42
36396	Bruce F. Smith - S&S Garage	Replaced rear crank shaft on MD 602	8/19/2026	$1,628.91
36397	Crown Equipment Corporation dba Crown Lift Trucks	Repair completed on bay door 3.	8/19/2026	$658.50
36398	Helping Hand Hardware, Inc.	Water Hose, Spray Nozzle and Hose Holder for veranda area	8/19/2026	$856.26
36399	Loomis	Armored Car Service	8/19/2026	$783.62
36400	MMS PTSO	Family Fall Festival	8/19/2026	$100.00
36401	UTEC-Plus	Headache rack, truck box and light bar MD 603	8/19/2026	$6,493.00
36402	Alamo Industrial Group, Inc.	repair made to frame on dump trailer	8/26/2026	$1,692.47
36403	G & R Utility Services Inc	Road bore	8/26/2026	$2,300.00
36404	[redacted]	Utility Refund	8/26/2026	$871.77
36405	[redacted]	Utility Refund	8/28/2026	$8.60
36406	[redacted]	Utility Refund	8/28/2026	$82.72
36407	[redacted]	Utility Refund	8/28/2026	$52.40
36408	[redacted]	Utility Refund	8/28/2026	$99.97
36409	[redacted]	Utility Refund	8/28/2026	$14.13
36410	[redacted]	Utility Refund	8/28/2026	$33.41
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9902031	Angel Pest Control, Inc.	Comm Rodent - Quarterly	8/5/2026	$186.00
9902032	Cavender Stores, LP / Cavender's Boot City	Boot voucher	8/5/2026	$314.49
9902033	City Public Service	Electricity	8/5/2026	$63.34
9902034	Core & Main LP	Parts for emergency 10" AC waterline repair.	8/5/2026	$5,729.31
9902035	Duarte & Sons Landscaping	Landscaping July 2026	8/5/2026	$7,325.00
9902036	Education & Outreach Company	Public Education Materials	8/5/2026	$2,503.00
9902037	Estech Systems, Inc.	Phone System	8/5/2026	$959.88
9902038	Fastest Labs of New Braunfels & Seguin	Drug Testing	8/5/2026	$286.00
9902039	Ferguson Waterworks	Two hydrants needed to replace broken hydrants	8/5/2026	$6,640.00
9902040	Frost Bank - Harland Clarke Orders	Deposit Slips	8/5/2026	$399.43
9902041	Grainger	Wire for operations.	8/5/2026	$588.65
9902042	GVEC	Electricity	8/5/2026	$21,023.91
9902043	Jerry Forrest Services	Warehouse resupply of manufactured sand	8/5/2026	$2,814.30
9902044	John Deere Financial	Snap rings to repair bucket on John Deere 310 backhoe	8/5/2026	$30.24
9902045	Kustom Kleaning - Ronald H. Wesch	Janitorial - WW Treatment Plant - July 2026	8/5/2026	$500.00
9902046	Medical Air Services Association (MASA)	Medical Benefits Aug2026	8/5/2026	$729.00
9902047	Pitney Bowes, Inc (Auto Pay)	Postage	8/5/2026	$200.00
9902048	Pollution Control Services	June 2026 Sampling	8/5/2026	$2,616.00
9902049	Second Nature Compost, LLC	Sludge Transport	8/5/2026	$425.00
9902050	Techline Pipe L.P.	Plant 8	8/5/2026	$1,434.50
9902051	Verizon - Business	iPhones & iPads Jun 14 2026-Jul 13 2026	8/5/2026	$4,474.76
9902052	Vestis	Uniforms	8/5/2026	$588.90
9902053	Xylem Water Solutions U.S.A., Inc.	Main building lift station pump repair	8/5/2026	$5,148.40
9902054	Uline	Traffic safety items for waste water.	8/5/2026	$3,703.84
9902055	AA South TX Backflow	Backflow testing for TCEQ compliance	8/12/2026	$1,102.00
9902056	Archer Western Construction, LLC	Clearwater Creek WWTP 0.2 MGD Package Plant App 5	8/12/2026	$738,244.00

9902057	Armstrong, Vaughan & Associates, PC	Professional development	8/12/2026	$750.00
9902058	Capitol Bearing Service, Inc.	Hydraulic hose and fittings to repair front end bucket	8/12/2026	$204.39
9902059	Cavender Stores, LP / Cavender's Boot City	Boot voucher	8/12/2026	$152.99
9902060	City Public Service	Electricity	8/12/2026	$11,612.65
9902061	Core & Main LP	Operational Material	8/12/2026	$5,867.90
9902062	Fluid Meter Service Corp.	Fluid Meter Test	8/12/2026	$155.00
9902063	GVEC	Internet	8/12/2026	$349.05
9902064	Harvest Hills Treatment, LTD.	Sewer July 2026	8/12/2026	$12,769.80
9902065	Principal Financial Group	Retirement	8/12/2026	$3,595.47
9902066	Stericycle, Inc. - Shred-It	Shred Service	8/12/2026	$126.09
9902067	TCDRS - Retirement	Retirement Plan	8/12/2026	$32,498.25
9902068	Texas Excavation Safety System, Inc	Locate Services	8/12/2026	$1,023.50
9902069	Thomas Turfgrass	Grass to repair lawn	8/12/2026	$90.00
9902070	WM Corporate Services, Inc.	Garbage Aug2026	8/12/2026	$292.23
9902071	Alamo Communications, Inc.	Monthly Hosting Microsoft	8/19/2026	$5,008.99
9902072	Always Answer	Answering Service	8/19/2026	$748.41
9902073	Brauntex Materials, Inc.	Millings for road repair after a leak on Old San Antonio Road	8/19/2026	$240.25
9902074	Clifford Power	Work on Cibolo Farms generator	8/19/2026	$2,116.22
9902075	Compact Construction Equipment, LLC / Bobcat of Marion	Replacement blade for sweeper.	8/19/2026	$705.83
9902076	Core & Main LP	Operational Materials	8/19/2026	$12,731.95
9902077	Freese and Nichols	August project work	8/19/2026	$18,900.15
9902078	Grease Monkey - Sound Billing, LLC	Oil Change OD 303 Aug 2026	8/19/2026	$594.83
9902079	GVEC	Electricity	8/19/2026	$335.90
9902080	M & M Auto and Truck Parts	Crane spool cable lug replacement due to tree damage.	8/19/2026	$6.99
9902081	National Works, INC	Repair manholes	8/19/2026	$2,000.00
9902082	RDO Equipment Co.	2000 Hour Service on John Deere 310 backhoe WWDE 271	8/19/2026	$2,735.39
9902083	Ready Refresh	Water	8/19/2026	$166.35
9902084	Samsara Inc.	Dash cams and licenses	8/19/2026	$1,949.20
9902085	Second Nature Compost, LLC	Sludge Transport	8/19/2026	$2,550.00
9902086	Smart Office Automation LLC	Sharp Equipment (Printer/Copier)	8/19/2026	$2,000.04
9902087	TCEQ	Sludge Transport Fee	8/19/2026	$500.00
9902088	Terrill & Waldrop, PLLC	Legal Services GVSUD-General	8/19/2026	$107,155.91
9902089	Thompson Safety LLC	PPE and Fire Extinguisher maintenance	8/19/2026	$1,192.08
9902090	Westwood Professional Services, Inc.	Plant 10 Rehab	8/19/2026	$19,760.00
9902091	WET - Washing Equipment of Texas	Quarterly PM on Bay 1	8/19/2026	$1,271.31
9902092	Williams Supply Company	Camlock fitting for wastewater	8/19/2026	$25.47
9902093	TCDRS - Retirement	Retirement	8/19/2026	$4,146.17
9902094	AA South TX Backflow	Back flow test	8/27/2026	$1,059.50
9902095	ABM Industry Groups, LLC	Janitorial Services July 2026	8/27/2026	$2,936.83
9902096	Air Rescue AC & Heating	WWD red building ac repair	8/27/2026	$11,521.75
9902097	AJ'S Tire Shop, Inc.	Replace tires on gooseneck trailer.	8/27/2026	$592.77
9902098	Almanza, Blackburn, Dickie & Mitchell LLP	Legal Service - Personnel	8/27/2026	$760.00
9902099	America's Construction LLC - Jesus Terrazas	Road bore	8/27/2026	$2,750.00
9902100	Apache Disposal Inc.	Trash Service - Aug2026	8/27/2026	$117.70
9902101	Barcom Technology Solutions	Physical security package	8/27/2026	$6,013.07
9902102	BenMark Supply Company, Inc	Operation material.	8/27/2026	$571.18
9902103	Canyon Regional Water Authority	Water July 2026	8/27/2026	$1,169,482.20
9902104	Cavender Stores, LP / Cavender's Boot City	Boot Voucher	8/27/2026	$314.99
9902105	City of Cibolo (Sewer)	July 2026 Sewer	8/27/2026	$223,751.29
9902106	Core & Main LP	Operation material.	8/27/2026	$39,325.82
9902107	Edmunds Govtech	ERP Upgrade progress payment	8/27/2026	$13,833.54
9902108	Garver	August project work	8/27/2026	$38,617.54
9902109	GBRA - Sewer	July 2026 Sewer	8/27/2026	$345,220.13
9902110	GBRA - Water	Water July 2026	8/27/2026	$16,083.33
9902111	Hierholzer Engineering, Inc.	SCADA Upgrades	8/27/2026	$12,500.00
9902112	Lane Equipment Company	Ice Machine Lease	8/27/2026	$249.00
9902113	M & M Auto and Truck Parts	Windshield Washer Fluid.	8/27/2026	$177.83
9902114	Noble General Contractors, LLC	GVSUD Plant 3 & 8 Generator and ATS Improvements	8/27/2026	$75,016.80
9902115	Northern Tool + Equipment	Stihl kit for weed eater for waste water.	8/27/2026	$31.34
9902116	On-Site Fuel, Inc.	DEF, Regular and Clear Diesel for on-site tanks.	8/27/2026	$23,826.27
9902117	Pollution Control Services	July 2026 Sampling	8/27/2026	$2,526.00
9902118	Principal Financial Group	Retirement	8/27/2026	$3,595.78
9902119	San Antonio River Authority	Sewer July 2026	8/27/2026	$64,082.99
9902120	Second Nature Compost, LLC	Sludge Transport	8/27/2026	$4,675.00
9902121	TCDRS - Retirement	Retirement Plan	8/27/2026	$33,420.49
9902122	TTE, LLC	Reclaimed Water System App 1	8/27/2026	$85,405.00
9902123	Utility Engineering Group, PLLC	August project work	8/27/2026	$291,246.83
9351	Altex Electronics Ltd.	SCADA Room Security Camera	8/21/2026	$1,551.47
9352	Amazon	Office and facility supplies	8/21/2026	$4,167.06
9353	BAC-FLO UNLIMITED	24 Hr. BPAT Renewal Course	8/21/2026	$775.00
9354	Bill's Tractor & Equipment Ltd., L.L.P. (visa)	Blade installation kit for Stihl FS111R weedeater.	8/21/2026	$41.76
9355	Bluebonnet Motors	Work Completed on OD 312	8/21/2026	$7,797.21
9356	Embro Identity (Visa)	Hat and shirt embroidery.	8/21/2026	$510.08
9357	HEB	Board Meeting & Birthday Celebrations	8/21/2026	$133.84
9358	Home Depot	Wheelbarrow and rakes	8/21/2026	$961.67
9359	IdentoGo	TCEQ Finger Printing	8/21/2026	$75.56
9360	Indeed	July job ads	8/21/2026	$1,054.94
9361	Intuit, Inc (Visa)	Monthly Hosting	8/21/2026	$169.33
9362	Maldonado Landscape and Irrigation	Top Soil for yard.	8/21/2026	$900.00
9363	Office Depot	Printer paper.	8/21/2026	$225.14
9364	Orca Scan Ltd	Monthly for Warehouse and Service Fee	8/21/2026	$39.48
9365	Sam's Club	Kitchen supplies.	8/21/2026	$367.58
9366	Seguin Area Chamber of Commerce	Membership Dues	8/21/2026	$350.00
9367	TCEQ	App-Water District C	8/21/2026	$227.50
9368	Texas A&M Patriots Casa	Groundwater Operator B Test	8/21/2026	$30.00
9369	Texas Rural Water Association	2026 Valve & Hydrant Maintenance Course	8/21/2026	$400.00
9370	Texas Water Utilities Assoc.	TWUA Membership Dues	8/21/2026	$255.00
9371	TX DEPT OF PUBLIC SAFETY	CDL permit	8/21/2026	$25.00
9372	Walmart	Vehicle cleaning and maint supplies	8/21/2026	$57.82
		Total Payments:		$3,689,592.78

MEMORANDUM

Date: September 15, 2026

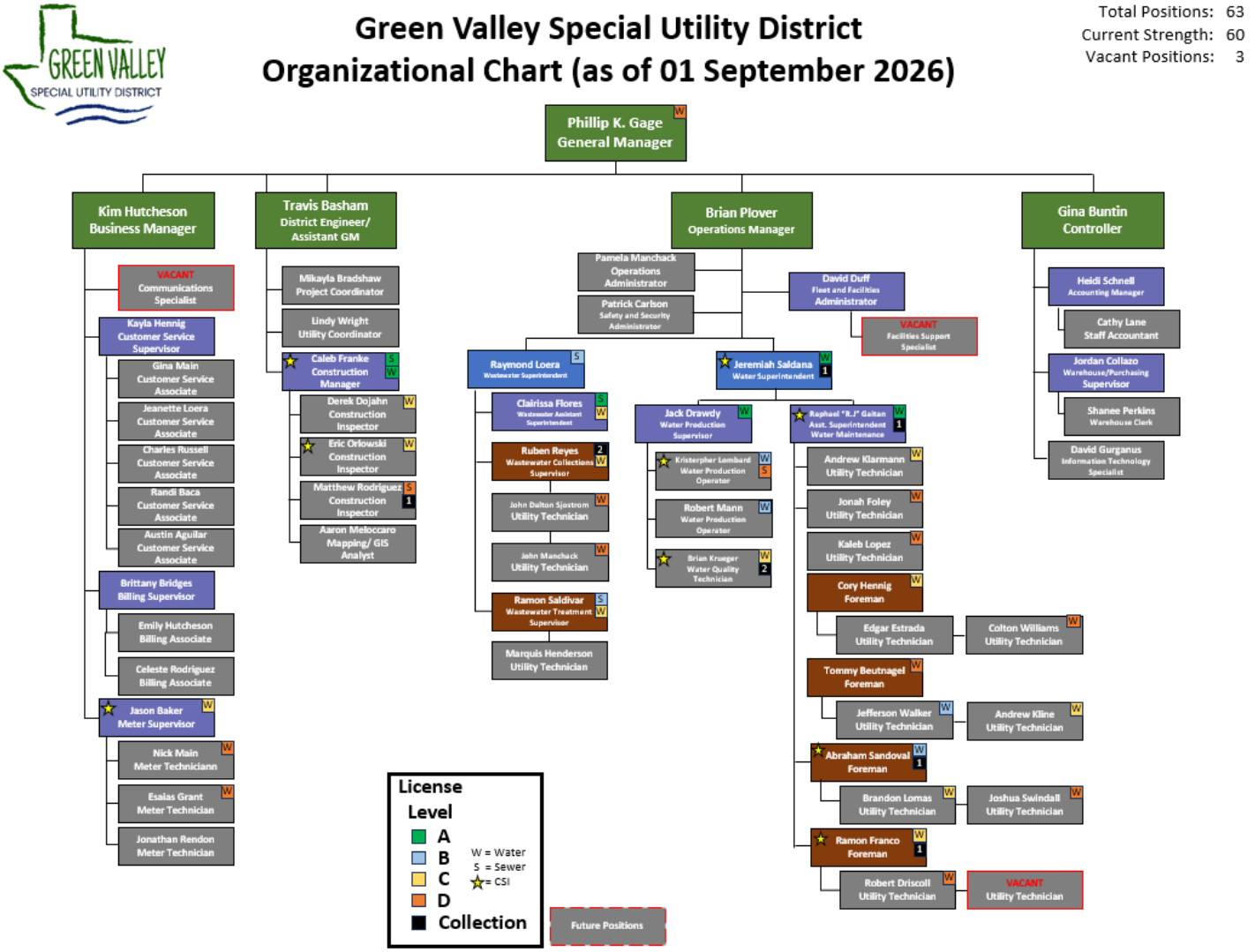
To: Green Valley Special Utility District (GVSUD) Board of Directors

From: Phillip K. Gage, General Manager

RE: GVSUD General Manager Update – September 24, 2026 Regular Board Meeting

Staffing

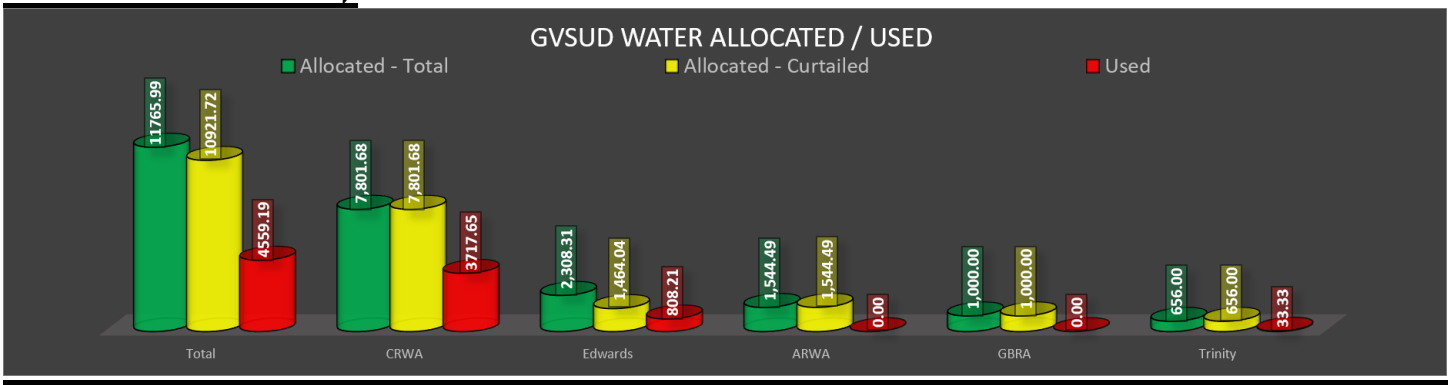
Current Staffing level is 60 employees. We are actively recruiting for the Wastewater Utility Technician position and a Water Utility Technician position. Organizational Chart below.

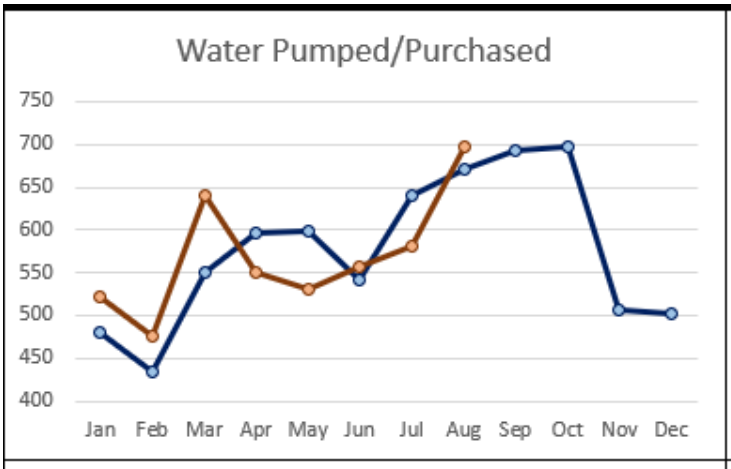


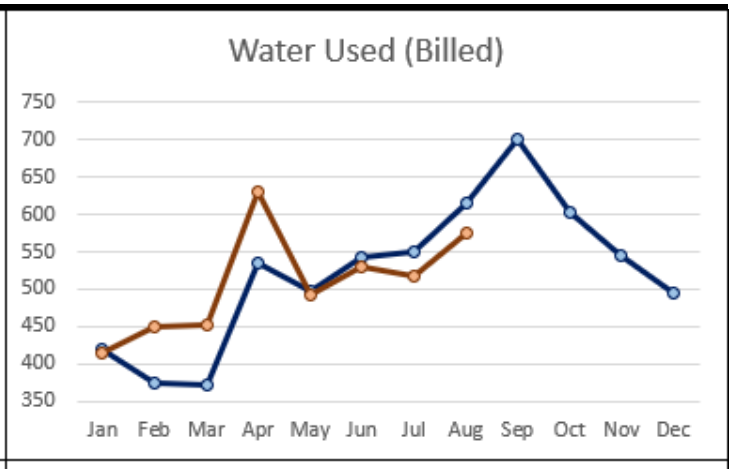
MEMORANDUM

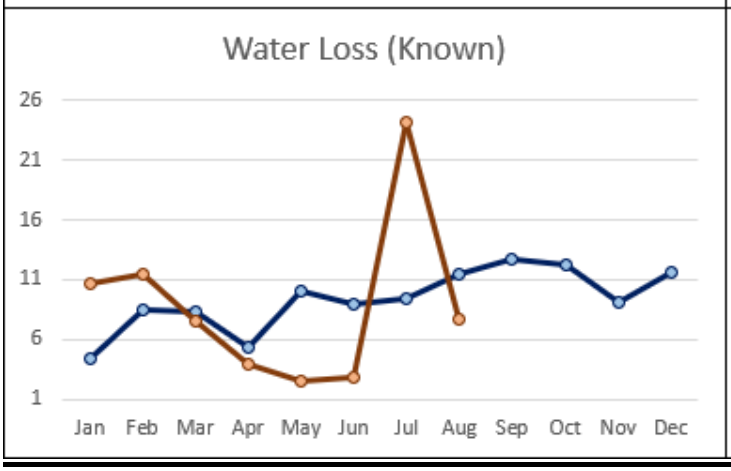
Date: September 24, 2026
To: Board of Directors
From: Brian Plover, Operations Manager
Re: August Operations Report

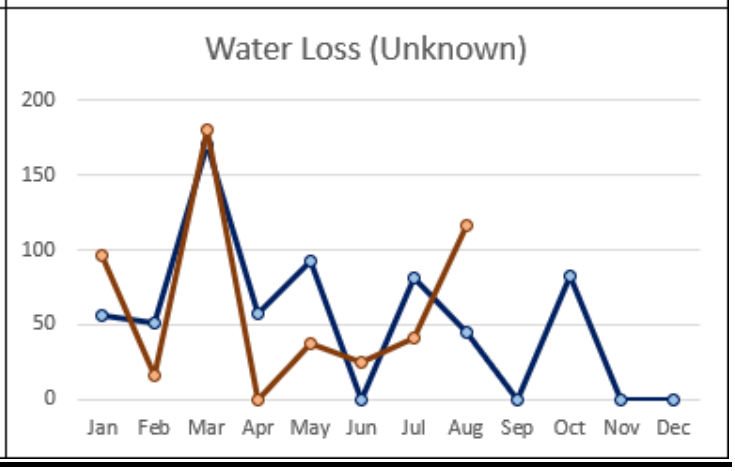
Executive Summary





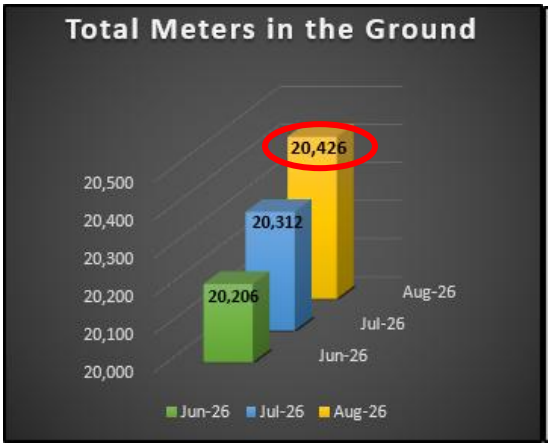


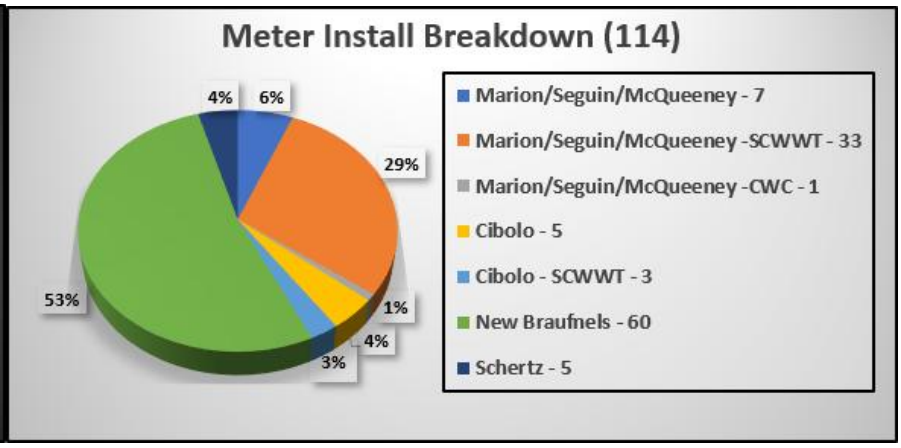




Water Operations

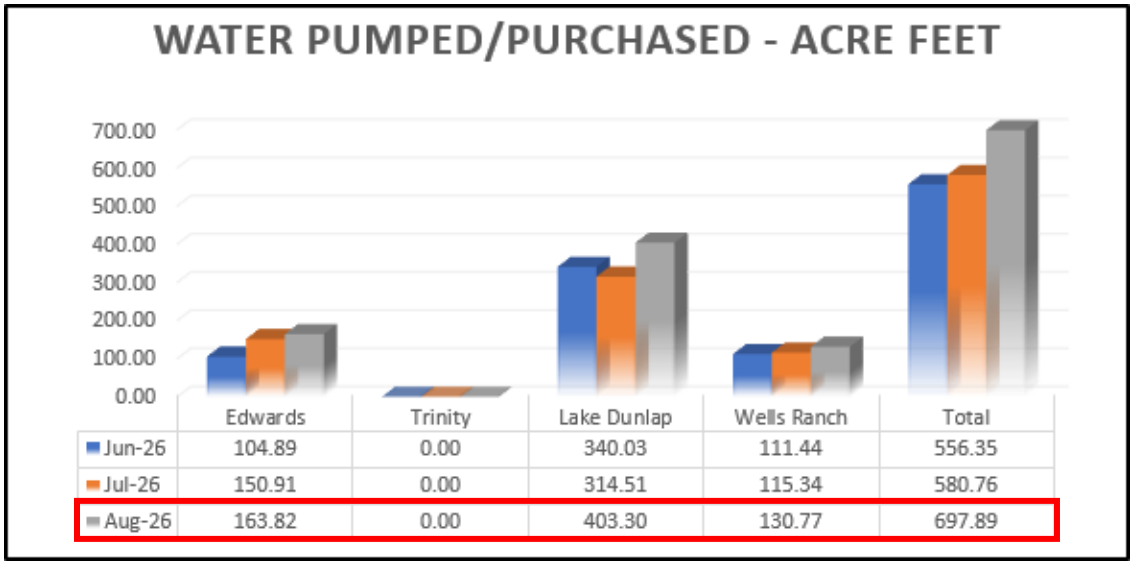
A. **Meter Sets:** Total number of meters across GVSUD is 20,426 (+114). The chart below on the left shows the previous three-month trend.
   i. Active Accounts: 20,014
   ii. Inactive Accounts: 412





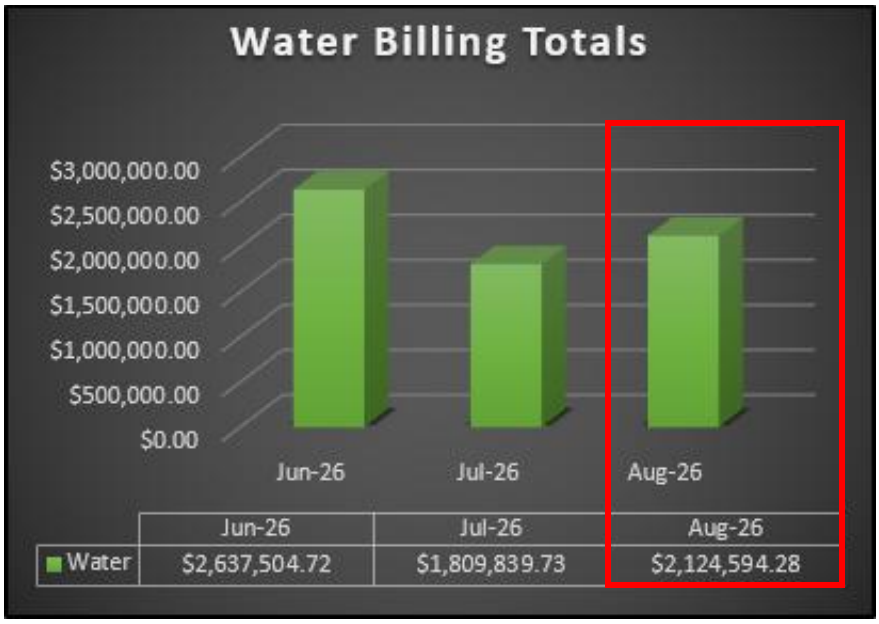
   iii. Meter installs increased again in August bringing us to just under 700 new meters year to date. With a current monthly average of 87 meters a month (which we anticipate we will maintain), the District is on pace to pass 1,000 new connections for the year.

B. **Water Production:** GVSUD produced/purchased a total of 697.89-acre feet (~227,407,630 gallons) of water in August 2026. Jurgenson and J&K Electric are working with CPS to establish a date for them to come out to the site and install the service needed for well 4. All estimates needed for the project are in with the total amount coming in just under budget.



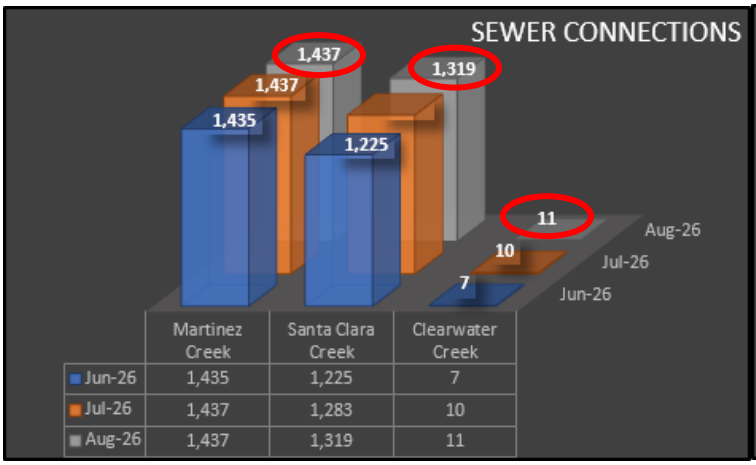
	Edwards	Trinity	Lake Dunlap	Wells Ranch	Total
Jun-26	104.89	0.00	340.03	111.44	556.35
Jul-26	150.91	0.00	314.51	115.34	580.76
Aug-26	163.82	0.00	403.30	130.77	697.89

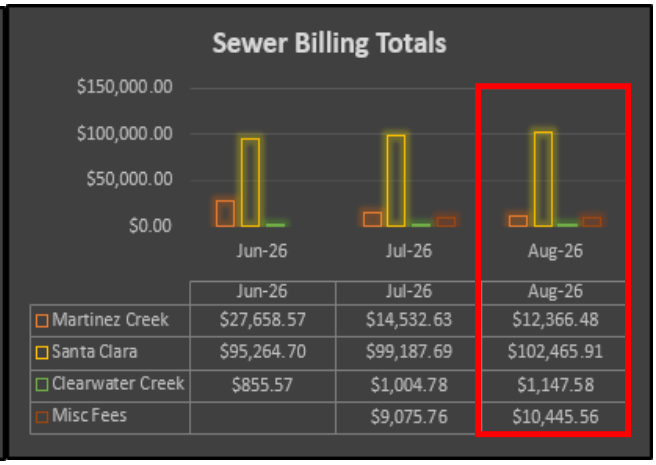
C. **Billing:** GVSUD billed a total of 574.03-acre feet (~187,047,115 gallons) of water bring in just over $2.1 million in revenue. Known water loss (system flushing, leaks reported, and plant maintenance) accounted for 7.63-acre feet (~2,487,677 gallons). Unknown water loss (inventory used but unaccounted for) came in at 116.23-acre feet (~37,872,838 gallons) which equates to ~$582,000 in potential revenue. Current water loss percentage for the year for GVSUD is 9%.



Wastewater Operations

A. **Connections:** Wastewater connections increased by 37 in the month of August bringing us to a total of 2,767 connections.





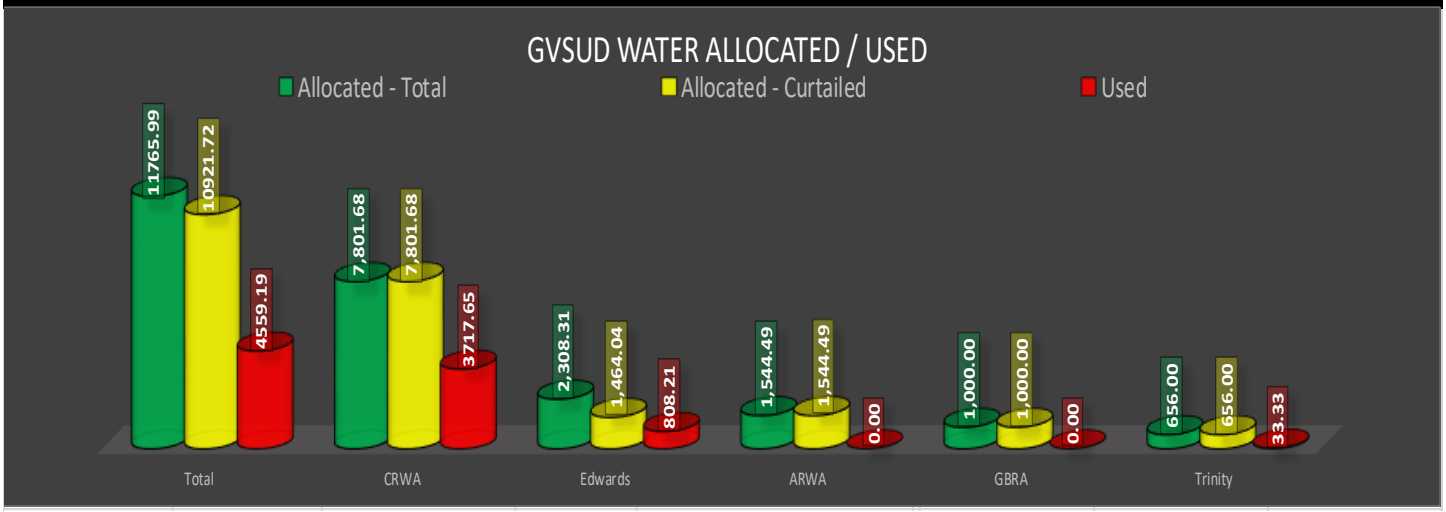
B. **Billing:** Nothing significant to report. Billing remains consistent with the increase in meters throughout the district. Steady growth equals steady revenue increase when it comes to wastewater.

C. **Plant Utilization:** Plant unitization for June comes in at 15.23% (~114,225 gallons a day).

Wastewater Average Daily Flow Analysis			
	June 2026	July 2026	August 2026
Permitted MG Daily Average	0.75	0.75	0.75
MG Daily Average	0.1868	0.1819	0.1142
% Capacity Utilized	24.91%	24.25%	15.23%

Attachment 1

GVSUD Water Inventory					As of Date:		14-Sep-26
GVSUD Water Allocation Breakdown							
Type	Owner	Permit # (IRP) / Description	Acre-Feet	Notes			
					Curtailments		
					% Curtailed	Amount Curtailed	Total Available
Edwards Aquifer							
Ground	GVSUD	P100-776	1,091.81				
Ground	GVSUD	P100-199	309.00				
Ground	Laguna Lease	P100-552	87.50				
Ground	Laguna Lease	P100-551	45.00				
Ground	Dean Word Lease	P201-812	475.00		*See EAA Reduction Calculator for Additional Detail*		
Ground	Dean Word Lease	P201-821	300.00		EAA Calculated Curtailment	844.27	**1,464.04**
		Total	2,308.31				
Trinity Aquifer							
Comal Trinity			656.00		0%	-	**656.00**
Canyon Regional Water Authority							
Surface	GVSUD	Treatment Plant Cost Lake Dunlap	1,800.00				
Ground	GVSUD	Treatment Plant Cost Wells Ranch PH I	700.00				
Ground	GVSUD	Treatment Plant Cost Wells Ranch PH II	5,301.68				
		Total	7,801.68		0%	-	**7,801.68**
Guadalupe-Blance River Authority							
Surface	GBRA	Raw Water (Untreated)	1,000.00		0%	-	**1,000.00**
Alliance Regional Water Authority							
Ground	ARWA	Phase I	1,544.49	*2 Year Lease - Kyle*	0%	-	**1,544.49**
GVSUD Total Acre-Feet Available			**11,765.99**	***DOES NOT include leased water***	**GVSUD Curtailed Total AF Available**		**10,921.72**



Attachment 2

2026 August Estimated Leaks							
Workorder	Address	Line Size	Leakage Rate	Estimated time of Leak	Estimated Water Lost	Cause of Leak	FT Rpl.
26-10017	330 Santa Clara Rd	2.00	5.04	10 days	72,687.63	Tee Leak	2.00
26-10591	140 Syky Forest Dr	8.00	10.11	2 days	29,144.76	2" Split	0.00
26-10679	931 FM 78 W	0.75	88.62	2 min	177.24	Angle Head Leak	0.00
26-10655	6370 Gin Rd	8.00	14.94	2 hrs	1,793.72	Crossing Leak	0.00
26-10667	700 Short Weyel Rd	2.00	14.48	5 hrs	4,346.48	3" Split	1.00
26-10185	1211 Wetz Rd	2.00	19.31	7 days	194,702.98	4" Split	3.00
26-1806	363 Willow Dr	3.00	10.11	4 hrs	2,428.73	2" Split	0.00
26-9674	208 Global Drop	0.75	88.62	5 min	443.10	Angle Head Leak	0.00
26-10505	314 River Bend	0.75	88.62	10 min	886.20	Angle Head Leak	0.00
26-11058	14384 Schmidt Craft Ln	1.50	4.82	1 day	6,954.09	1" Split	3.00
26-11119	445 Zipp Rd E	4.00	20.17	1 day	29,057.60	4" Split	0.00
26-11010	215 Koepsel Rd	0.75	5.04	1 day	7,268.76	Service Leak	0.00
26-4183	133 Springtree Cove	1.00	157.56	2 min	315.12	Angle Head Leak	0.00
26-11171	Hot Shot/Bamboo Bluff	4.00	30.29	3 hrs	5,453.75	6" Split	2.00
26-11018	2878 FM 725	2.00	630.22	2 hrs	75,626.56	Split	2.00
26-11439	156 Ramirez Ln	1.25	10.11	2.00	1,214.36	2" Split	0.00
26-11478	Bolton Rd Substation	2.00	242.38	1.50	21,815.01	Split	4.50
26-11458	529 Center St	2.00	630.22	1.50	56,719.92	Collar Leak	10.00
26-11406	159 Leisure Village Dr	1.50	5.04	3.00	908.59	2"	0.00
26-11425	106 Hot Shot Ln	2.00	10.11	3.00	1,821.55	Dresser Leak	1.00
26-11427	Between Hot Shot & Bamboo Bluff	4.00	181.79	3.00	32,722.52	3" Split	3.00
26-11422	2148 Lower Seguin	8.00	605.97	3.00	109,075.08	10' Split	10.00
26-10885	15671 Bexar Bowling Rd	8.00	4.84	7 days	18,865.63	1"	0.00
26-11292	697 Sassman	2.00	2.48	1 day	3,577.66	1/2" Split	1.00
26-10996	1211 Wetz Rd	2.00	10.11	7 days	102,007.01	2" Split	3.00
26-11473	1218 Weil Rd	2.00	29.89	3 hrs	5,381.18	Collar Leak	1.00
26-11548	Instersection of Schmidt Craft	1.50	5.04	1 day	7,268.76	1" Split	0.00
26-11561	2075 Chinaberry Ln	1.00	4.84	24 hrs	6,980.80	1" Split	1.00
26-11569	6731 FM 2538	4.00	10.11	7 days	102,007.01	2" Split	3.00
26-11764	8650 FM 725	4.00	121.19	4 hrs	29,086.68	2' Split	3.00
26-12079	223 Zipp Rd E	6.00	30.29	4 hrs	7,271.67	Collar Leak	3.00
26-12077	Across from 22675 FM2252	2.00	20.17	3 hrs	3,632.20	Collar Leak	2.00
26-12075	215 Rosewood Trl	4.00	484.77	3 hrs	87,260.06	Blow out	8.00
26-11767	Instersection of S Santa Clara & Lower Seguin	8.00	181.79	4 hrs	43,630.03	3' Split	3.00
26-11214	245 Fern Dr	1.00	5.04	11 days	79,956.39	1" Split	0.00
26-11592	5236 Stagecoach Rd	4.00	15.14	7 days	152,705.11	3" Split	3.00
26-11447	1670 W Klein Rd	1.50	10.11	3 days	43,717.29	Service Leak	0.00
				Total Est Water Loss	**1,348,911.23**		

Green Valley Special Utility District Vehicle Tracker

Vehilce #	Year	Make/Model	Vin #	License Plate	Current Mileage	Operator	NOTES
HQ 101	2026	Chevy Colorado	1GCPTEEK8T1112797	161 1284	7,033	Phil	
HQ 102	2026	Chevy Colorado	1GCPTEEK6T1135818	161 1283	5,374	Brian / Travis	
HQ 103	2021	Cheevy Traverse	1GNERFKW0MJ219466	144 0830	40,117	Customer Service	
HQ 104	2019	Chevy Silverado 2500	1GC1KWEY4HF105441	134 3033	224,530	Fleet/Facilities	
HQ 105	2022	Chevy Silverado 1500	3GCUYAEF6KG298470	137 3288	152,395	Warehouse	
WWD 201	2020	GMC Sierra 1500	3GTU9AEF5LG344062	143 6668	119,791		
WWD 202	2019	Nissan Frontier	1N6BDOCT5KN709657	137 3247	95,433	RJ S.	
WWD 203	2022	Ford F-150	1FTFW1E51NKD96714	155 1615	88,667	Raymond	
WWD 204	2026	Ford F 2-50 NEW	1FD7W2BA1TEC23696	162 0493	7,479		New Vehicle
WWD 205	2022	Peterbuilt 567 - Pump & Haul	1NPCLP0X0ND811896	143 6698	55,491		
WWD 206	2024	Ford F-550	1FD0W5HT2REF10226	160 5991	13,108	Ruben R.	
WWD 207	2025	Freightliner 108SD - VAC Truck	1HTEJMML7NH388256	159 4090	3,205		
OD 301	2016	Ford F-250	1FT7W2BT1GEC61652	129 4281	201,360		Spare
OD 303	2022	Chevy Silverado 1500	1GCUYDED3NZ110251	144 0852	37,237	Jeremiah S.	
OD 304	2021	Ford F-450	1FD0X4HT1MEC70506	142 4055	79,417	Tommy	
OD 305	2021	Ford F-250	1FT7W2BN0MEE15572	142 4077	32,594	RJ G.	
OD 306	2019	Chevy Silverado 2500	2GC2KREG5K1211988	137 3286	162,528		Leak Check / On-Call
OD 307	2019	Chevy Silverado 4500	1HTKHPVK6KH827996	140 4731	38,097		
OD 308	2022	Chevy Silverado 3500	1GB4YSEY6NF198208	144 7544	83,890	Abraham S.	
OD 309	2021	Chevy _500	1HTKJPVKXMH141127	144 7540	91,160	Cory H.	
OD 310	2023	Ford F-150	1FTFW1E50PKE10489	156 3806	91,943		Run Tickets
OD 311	2023	Ford F-150	1FTFW1E53PKE10499	156 3805	62,731		Locates
OD 312	2024	Ford F-450	1FDOW4HT3REX09278	158 4806	42,817	Ramon F.	
OD 313	2026	Ram 3500	3C7WRTCL3TG244347	164 8217	12,071		New Vehicle
DT 320	2014	Freightliner M2 Dump Truck	1FVHC5DVXEHFL8962	139 9181	42,946		Cannot carry wet spoil-give to WW
DT 321	2021	International MV607 Dump Truck	3HAEUTAN9ML553160	143 6680	29,616		
DT 322	2022	International HV607 Dump Truck	1HTEJMML7NH388256	155 1760	20,686		
PD 401	2024	Dodge Ram 3500 - Crane Truck	3C7WRTCLRG266036	WRT 8556	12,808	Kris L.	
PD 402	2019	Chevy Silverado 2500	2GC2KREG0K1215172	137 3280	102,391	Jack D.	
PD 403	2024	Ford Ranger	1FTER4PHXRLE02702	158 4810	29,400	Brian K.	
PD 404	2026	Ford F-250	1FTBF2BA8TED07044	163 5348	2,375		New Vehicle
DE 501	2020	GMC Sierra 1500	1GTU9AEFXLZ356420	143 6671	144,602	Eric O.	Blown Transmission
DE 502	2020	Chevy Silverado 1500	3GCUYAEF0LG350659	144 0754	59,327	Derek D.	
DE 503	2018	Chevy Silverado 1500	3GCULREC8JG361959	137 1623	126,598	Matt R.	
DE 504	2026	Ford Ranger	1FTER4PH5TLE27353	163 5351	888	Inspectors	NEW VEHICLE
MD 601	2020	GMC Sierra 1500	3GTU9AEF3LG341449	143 6669	110,275	Jason B.	
MD 602	2021	Chevy Silverado 1500	3GCUYAEF3MG285274	144 0829	67,685	Nick M.	Blown Rear Main Seal
MD 603	2026	Ford F-150	1FTEW1LP3TKE43741	163 5352	2,034		New Vehicle

LEGEND

Mileage		0-120,000 Miles
		120,000 - 180,000
		180,000 and higher

Notes		No issues / Random Note
		In Shop and Why
		Inoperable/ Surplus

Green Valley Special Utility District Trailer and Equipment Tracker

Trailers

Trailer #	Year	Make/Model	Vin #	License Plate	Operator	NOTES
	2006	S.W. Gooseneck Trailer	1S9EG282X6S683414	907 4454		
	2006	S.W. Gooseneck Trailer	1S9EG28216S683415	907 4456		
	2013	6x12 Utility Trailer	41MAU1212DW042654	905 3465		
	1980	Homemade Trailer / Dirt Trailer	GV-16	911 6101		
	1980	Homemade Trailer / Dirt Trailer	GV-15	920 890		
	2007	S.w. Pintle Hitch Trailer	1S9EP30207S683313	907 4455		
	1998	Park Dump Trailer	13ZHD1025W1001897	903 144		
	2022	Magnum PJTM Dump Trailer	4P51D1725N1373371	911 4945		
	2022	25K Pintle Hook Trailer	1S9EP3223N5683090	911 4951		
		Tandem Axle Jetter Trailer	1T91T1825NP391940	911 4952		

Equipment

Eqpt #	Year	Make/Model	Vin #	License Plate	Operator	NOTES
	2004	John Deere 310-G Backhoe	TO310GX897959			
	2001	John Deere 310-G Backhoe	TO310GBCSGX13177			
	2012	Skidsteer 299D XHP				
		Skidsteer Mulcher				
		Rotary Brush Mower	1HCLR1213205095			
		Lincold Welder Mod SA200G163	A-855907			
		Hotsy Pressure Washer MOD 550B	11090330-173783			
		Hyundai 50D-9 Forklift	HHKHFA01JG0000040			
		Leroi Air Compressor				
		Caterpiller Generator				
		Caterpiller Transfer Switch				
		Honda Vibratory Plate Compactor				
		Electric Generator/Cummings/Office				
		Stanley Hydraulic Power Unit GT 18	B02			
		Ferris Lawn Mower				
		Caterpiller 303.5E Mini Excavator	RKY03101			
		Caterpiller 305E Mini Excavator	CAT030ETH5M01104			
		John Deere 35G Mini Excavator				
		Case-IH Farmall 130A	47590669			
		Case-IH LX104 Loader				
		Armstrong Brush Grapple				
		John Deere Mower FDS060-C Stock				
		Club Car				
		FER 3300 4061 VE 40 HP ISX 3300	000008582 CP-3022-5-002851			

MEMORANDUM

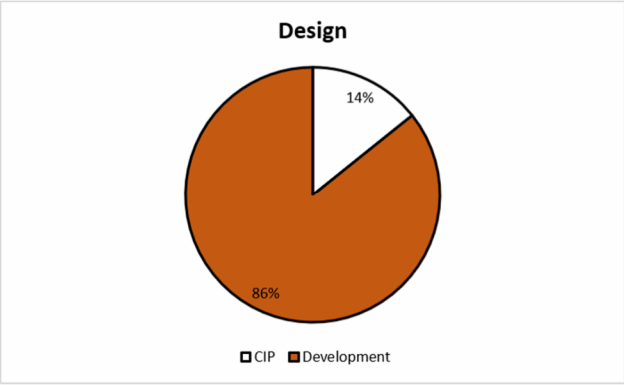
Date: September 24, 2026

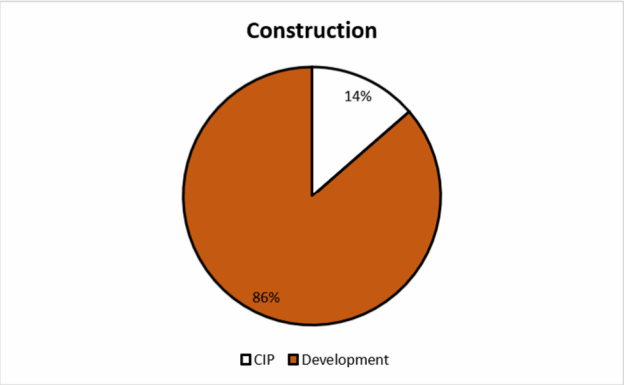
To: Board of Directors

From: Travis Basham, District Engineer

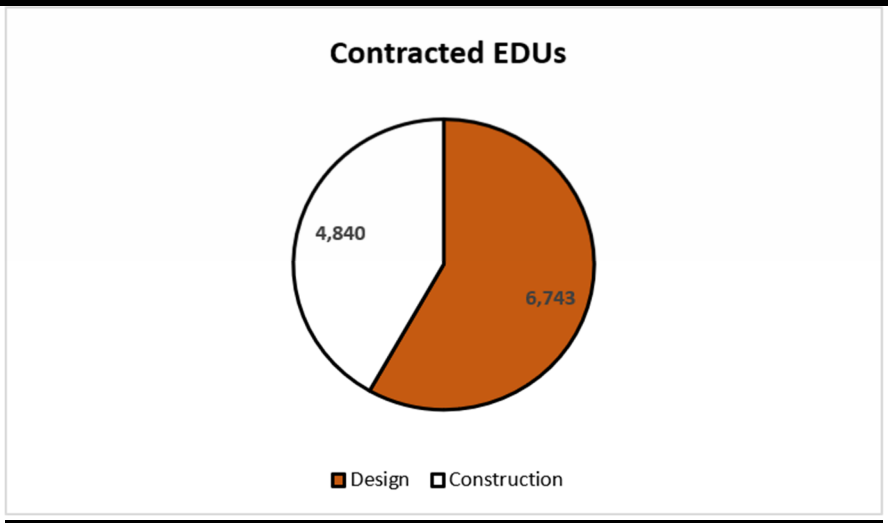
RE: Green Valley SUD Engineering Department Status Update

2026 PROJECT SUMMARY - SEPTEMBER				
	Design	Construction	Closeout	Total
Water	38	25	5	**68**
Wastewater	1	2	1	**4**
Water & Wastewater	26	19	0	**45**
Reclaim Water	0	2	0	**2**
TOTAL	**65**	**48**	**6**	**119**





CONTRACTED EDUs		
	Water	Wastewater
Design	6,743	2,112
Construction	4,840	2,760
TOTAL	11,583	4,872



ENGINEERING CONTRACTS			
	Design	Construction	Total
UEG	5	6	11
Garver	3	1	4
Westwood	1		1
LAN	1		1
Freese & Nichols	2		2
TOTAL	12	7	19

Capital Improvement Projects Updates

CAPITAL IMPROVEMENT PROJECT STATUS				
PROJECT NAME	STATUS	COMPLETION DATE	DESIGN FIRM	CONTRACTOR
Plant 9 Elevated Storage Tank & Generator	100% Design	3/2/2028	Garver	TBD
Plant 9 Ground Storage Tank	100% Design	3/2/2028	Garver	TBD
Santa Clara WWTP 1.25 MGD Expansion	90% Design	Q1 2029	UEG	TBD
16" Waterline - Lower Seguin Rd - Haeckerville to SSC	30% Design	TBD	FNI	TBD
16" Green Valley Rd Waterline	90% Design	TBD	FNI	TBD
Plant 3 & 8 Generators and Automatic Transfer Switch	In Construction	3/14/2027	Garver	Noble
Plant 11 Phase II Ground Storage Tank and Pump/Electrical Improvemer	In Close out	10/3/2026	UEG	DN Tanks
Plant 15 EST and BPS	30% Design	TBD	UEG	TBD
Plant 10 Rehabilitation	90% Design	TBD	Westwood	TBD
Plant 17 EST and BPS land Aquation	ROW In Progress	TBD	UEG	TBD

Progress Photos:



Plant 3 Generator Pad



Clearwater Creek WWTP Lift Station



Clearwater Creek WWTP



Lily Trail Lift Station

MEMORANDUM
BOARD COMMITTEE MEETING MINUTES

BOARD COMMITTEE: CONSTRUCTION COMMITTEE

DATE MEETING HELD: SEPTEMBER 2ND, 2026

BOARD CHAIR: NICHOLAS A. SHERMAN

COMMITTEE MEMBERS PRESENT: SHERMAN, HENDRIX (REMOTE),

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: Santa Clara 90% design discussion value engineering, NSSAs, TxDOT 35 Nex Project Relocation

Santa Clara WWTP 90% design–
Value engineering review. Got through about 1/3 of the plans. Will follow up with another team's meeting.

Montecristo Estates - Water NSSA
Cibolo ETJ off Coy Ln. 53 - residential meters 4 - irrigation meters. Adequate fire flow, no offsite improvements. Total fees are just short of $1 million. No offsite improvements are needed.
Staff and committee recommend approval.

Bexar Co ESD #12 Fire station #3 - Water NSSA
St Hedwig city limits. 8 EDUs 1 - 2" meter. Adequate fire flow is available, development will need to extend an 8" line a couple hundred feet. $178,105.76 total fees. No additional cost to the district.
Staff and committee recommend approval.

Pic n Pac #16 Cash Wash - Water NSSA
City of Cibolo City limits. Green Valley Road and FM 1103. 10.5 EDUs. Adequate fire flow. Total fees $155,048.09. No additional cost to the district.
Staff recommend approval and committee recommends approval.

TxDOT relocation project (reimbursable @ 85%)
In Schertz City Limits in front of EVO. UEG and staff scored the bids. Did not use the lowest bidder $200k +/- difference. Atlas is recommended at $3,497,074.50.
Staff and committee recommend agrees.

GREEN VALLEY
SPECIAL UTILITY DISTRICT

MEMORANDUM

Date: September 17, 2026

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

From: Phillip K. Gage, General Manager

RE: Texas Alliance of Special Utility Districts (TASUD) Update – September 24, 2026 Regular Board Meeting

1. Purpose. The purpose of the memorandum is to provide an update on the activities of the Texas Alliance of Special Utility Districts to the Board of Directors.

2. Legislative items and regulatory items remain unchanged since last report.

3. TASUD membership held a virtual introductory engagement with Rep. Mando Martinez (D- Weslaco) Vice Chair of House Natural Resources Committee on September 22, 2026. This engagement was introductory in nature and a effort to reach out in a bi-partisan fashion to advance our legislative agenda in the upcoming session.

4. TASUD developed a "one-pager" to assist in our engagement efforts. Attached.

5. Membership remains constant since the last report. Five large SUDs are active members. One SUD remains under recruitment. Next TASUD board meeting is Sept 24, 2026.

TEXAS ALLIANCE OF SPECIAL UTILITY DISTRICTS

SPECIAL UTILITY DISTRICTS ARE ESSENTIAL TO TEXAS' GROWTH.

A Special Utility District (SUD) is a local government entity created to provide water and wastewater services and operates as a political subdivision of the state under Chapter 65 of the Texas Water Code.

TASUD brings together SUDs serving some of the nation's and state's fastest-growing communities and the rural and suburban areas surrounding them, giving these locally governed water providers a unified voice on the issues that matter most to securing a reliable, affordable future for Texas water.

WHY TASUD WAS FORMED

GROWTH
Serving communities where Texas is growing the fastest.

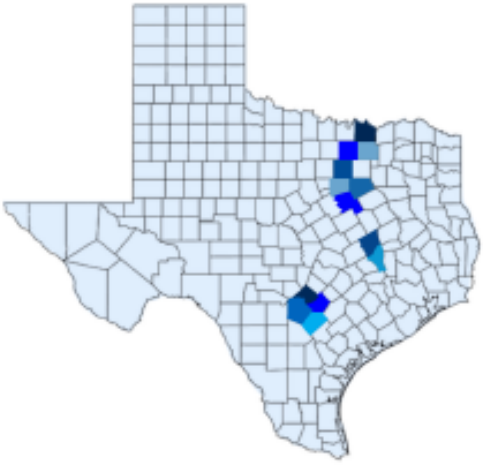
WATER SUPPLY
Advocating for securing reliable, affordable water supplies and infrastructure.

LOCAL CONTROL
Protecting the ability of locally governed SUDs to make decisions based on customer needs.

UNIFIED VOICE
Bringing SUDs together to educate policymakers and advocate for sound water policy.

STATEWIDE COLLABORATION

TASUD members represent communities across some of the most dynamic growth regions in America and Texas, and the communities immediately surrounding them. As these regions grow, it is vital that SUDs have the legislative and funding support necessary to meet the demand.



115,700+ CONNECTIONS

353,800+ POPULATION SERVED

TASUD's members provide services across several of the nation's and the state's fastest-growing counties.

TASUD MEMBERS: FIVE SUDS WITH ONE SHARED MISSION

Mustang Special Utility District

SERVING DENTON, COLLIN, AND GRAYSON COUNTIES

46,500+ CONNECTIONS

140,000+ POPULATION SERVED

Chris Boyd
cboyd@mustangwater.com

JCSUD Johnson County Special Utility District

SERVING JOHNSON, TARRANT, HILL AND ELLIS COUNTIES

25,000+ CONNECTIONS

65,500+ POPULATION SERVED

Joshua Howard
jhoward@jcsud.com

Green Valley Special Utility District

SERVING BEXAR, COMAL AND GUADALUPE COUNTIES

20,300+ CONNECTIONS

63,000+ POPULATION SERVED

Phil Gage
pgage@gvsud.org

ECSUD East Central Special Utility District

SERVING BEXAR, WILSON AND GUADALUPE COUNTIES

13,500+ CONNECTIONS

40,000+ POPULATION SERVED

Brandon Rohan
brohan@eastcentralsudtx.gov

Wellborn SUD

SERVING BRAZOS AND ROBERTSON COUNTIES

10,400+ CONNECTIONS

25,000+ POPULATION SERVED

Eric Chandler
echandler@wellbornsud.com

GREEN VALLEY
SPECIAL UTILITY DISTRICT

Drought Contingency Policy

September 24, 2026

Agenda

- Regulatory Requirements
- Old vs New
  - Meets Regulatory Requirements
  - Stage Control
  - Approach Methodology
  - Rate Payer Responsibility
- Rate Structure Breakdown by Stage
- Questions

GREEN VALLEY
SPECIAL UTILITY DISTRICT

Regulatory Requirements

- Title 30 TAC Chapter 288, Subchapter B
  - Trigger Conditions
    - Clearly defined information that is monitored
    - Specific targets
  - Demand Management Measures
    - Actions taken ***each*** stage
    - Should curtail nonessential water use (time TBD by District)
  - Initiation and Termination Procedures
    - Clear cut initiation triggers for each stage established
  - Variances and Enforcement
    - Specify procedures for exceptions
    - Clearly show how the District plans on enforcing the policy
  - Measures to Inform and Educate the Public
    - Provide public ability for input into plan
    - Share plan with public

Old vs. New

- Old Policy – January 2023
  - Meets all TWDB Regulatory Requirements
  - Stages – Externally Dictated
    - Reliant on GBRA/CRWA Stage
    - Completely out of GVSUD control
  - Conservation Approach
    - Focus mainly on conserving and methods for how to do that
    - Doesn't really address the problem – overall usage throughout the District
  - Rate Payer Responsibility
    - Very Little – Mainly Irrigation
    - No Significant impact on usage

- New Policy – October 2026
  - Meets all TWDB Regulatory Requirements
  - Stages – Internally Dictated
    - Based on overall usage of available water
    - GVSUD retains FULL control
  - Conservation AND Accountability Approach
    - Focus now includes accountability while also attempting to conserve
    - The District can directly affect change
  - Rate Payer Responsibility
    - Tiered approach targeting high users first
    - Low user rate payers never see an effect to their bill
    - Addresses the real concern - usage

Rate Structure Breakdown

Residential Gallonage Rate Per Thousand

	Stage 0	Stage I	Stage II	Stage III	Stage IV	Stage V
0-2,000 Gallons	Rate Per 1,000 Gallons per Operations Policy	No Change				TBD by GVSUD
2,001-5000 Gallons						
5,001-10,000 Gallons		No Change			+ 15%	
10,001-15,000 Gallons		No Change		+ 15%	+ 20%	
15,001-25,000 Gallons		No Change	+ 15%	+ 20%	+ 25%	
25,001-50,000 Gallons		+ 15%	+ 20%	+ 25 %	+ 33%	
50,001+ Gallons						

Commercial/Industrial Gallonage Rate Per Thousand

	Stage 0	Stage I	Stage II	Stage III	Stage IV	Stage V
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200,001-300,000 Gallons		No Change		+ 15%	+ 20%	
300,001-500,000 Gallons		No Change	+ 15%	+ 20%	+ 25%	
500,001+ Gallons		+ 15%	+ 20%	+ 25 %	+ 33%	

Special Use/Agricultural Gallonage Rate Per Thousand

	Stage 0	Stage I	Stage II	Stage III	Stage IV	Stage V
0-2,000 Gallons	Rate Per 1,000 Gallons per Operations Policy	No Change				TBD by GVSUD
2,001-5000 Gallons						
5,001-10,000 Gallons		No Change			+ 15%	
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300,001-500,000 Gallons		No Change	+ 15%	+ 20%	+ 25%	
500,001+ Gallons		+ 15%	+ 20%	+ 25 %	+ 33%	

GREEN VALLEY
SPECIAL UTILITY DISTRICT

?

Questions

GREEN VALLEY
SPECIAL UTILITY DISTRICT

605 FM 465
Marion, TX 78124
(830) 914-2330

Drought Contingency Policy

Effective Date: October 1, 2026

Board Approval Date: September 24, 2026

Table of Contents

SECTION 1 – MISSION STATEMENT AND AUTHORITY ……...3

SECTION 2 – DEFINITIONS……4

SECTION 3 – GEOGRAPHIC SERVICE AREA ……5

SECTION 4 – DROUGHT CONTINGENCY PLAN…….6

1. **PLAN PURPOSE AND INTENT……6**
2. **PUBLIC INVOLVEMENT AND EDUCATION……..6**
3. **EDWARDS AQUAFER AUTHORITY REDUCTION LEVELS……6**
4. **GVSUD WATER REDUCTION STAGES……..8**
5. **GVSUD NOTIFICATION PROCESS……..12**

SECTION 1 – MISSION STATEMENT AND AUTHORITY

1. **Mission Statement.** Green Valley Special Utility District (GVSUD) provides reliable, sustainable, clean water through innovative professional service.
2. **Authority**. The District was created pursuant to and draws its authority from the Texas Constitution, Article XVI, Section 59, and is subject to the requirements of Texas Water Code Chapters 49 and 65. The District is a retail public utility and a political subdivision of the State of Texas whose purpose is to furnish a continuous and adequate domestic potable water supply and wastewater service to qualified rate payers and applicants within the Districts boundary and certificated service areas.

SECTION 2 – DEFINITIONS

ALLOCATED WATER – The amount of water the District has access to before restrictions are emplaced by the various aquifers or wholesalers.

AVAILABLE WATER – The amount of water the District is able to provide to the rate payers after restrictions and curtailments are imposed.

BOARD OF DIRECTORS – The persons elected by the qualified voters of the District.

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) – The authorization granted under Chapter 13 of the Texas Water Code for the District to provide utility service within a defined territory. The District has Water Certificate Number 10646, dated November 1, 1979, as amended and transferred October 22, 1992, and Sewer Certificate Number 20973, dated January 28, 2004.

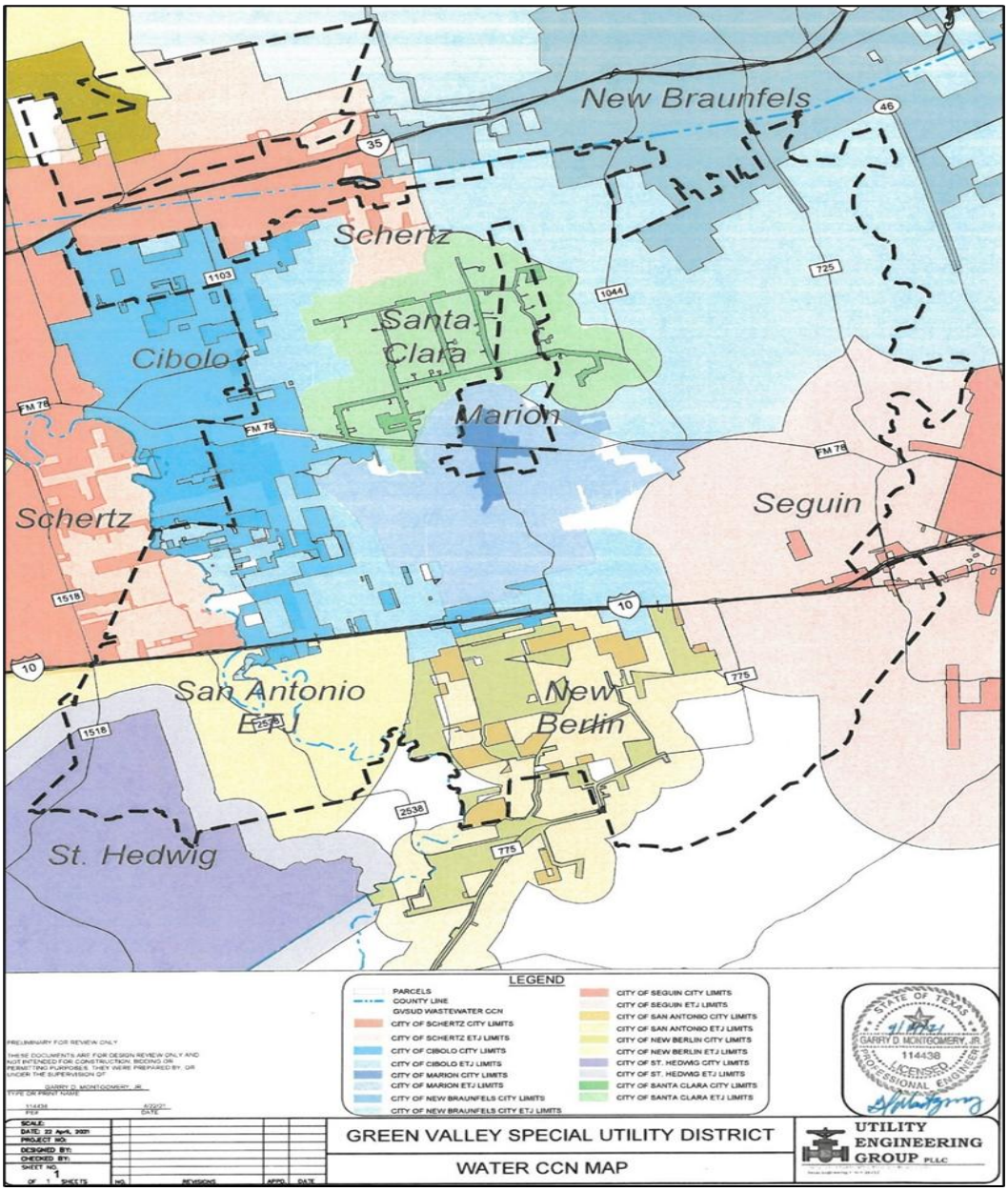
DISTRICT – Green Valley Special Utility District.

RATE PAYER – Individual or business who is provided service from the District and subsequently pays a bill for the amount of water they have utilized within a billing cycle.

TAKE-OR-PAY – The understanding that you will pay for the total amount per the contract regardless of if you use all of your allocated water.

SECTION 3 – GEOGRAPHIC SERVICE AREA

Green Valley Special Utility District holds a Certificate of Convenience and Necessity (CCN), No. 10646. The District is located northeast of the San Antonio Metropolitan Area and services connections in Guadalupe, Comal, and Bexar counties. The CCN service area encompasses roughly 95,776 acres and is split into different pressure planes based on elevation, sources and connections. The service area is divided by IH 35, with a smaller north section of 7,020 acres served by a single pressure plane. The larger southern service area extends from the west bank of the Guadalupe River near Lake McQueeney westward to the City of Schertz and Cibolo. The area includes portions of the cities of Cibolo, New Braunfels, Seguin, New Berlin, St. Hedwig, San Antonio, Marion, Santa Clara and Schertz due to city limit and extraterritorial jurisdiction expansion in recent years. The City of Marion is not served by the District; however, emergency interconnects are available when needed. IH 10 nearly bisects the 88,756-acre southern service area. The map below shows the District service area.



SECTION 4 – DROUGHT CONTINGENCY PLAN

1. **Plan Purpose and Intent.** The overall purpose of the District Drought Contingency Plan is to inform the rate payers of the various Drought Contingency Stages and the appropriate triggers for each stage. These designated stages were developed and implemented in order to allow the rate payers to utilize the water available throughout the system and only impose restrictions when water inventory levels reach specific thresholds. This methodology allows the District to provide its rate payers with the water necessary throughout the calendar year with stage implementation only occurring when water inventory begins to reach a point that restrictions must be enforced.

    a. The District seeks to maintain a 10% reserve of available water at all time for use in the event of an emergency. The District reserve will not be factored into the water reduction stages addressed later in this policy.

    b. The Districts allocated water is a mixture of water that is pumped through wells directly out of the Edwards and Trinity Aquifers and water purchased through wholesale contracts from outside suppliers.

    c. The water the District uses on an annual basis from any of its designated sources is considered take-or-pay water.

    d. The Drought Contingency Stages highlighted in Subsection 4 follow an asymmetrical concept as stages are based off of the Districts available water inventory rather than triggers based on the level of various aquifers.

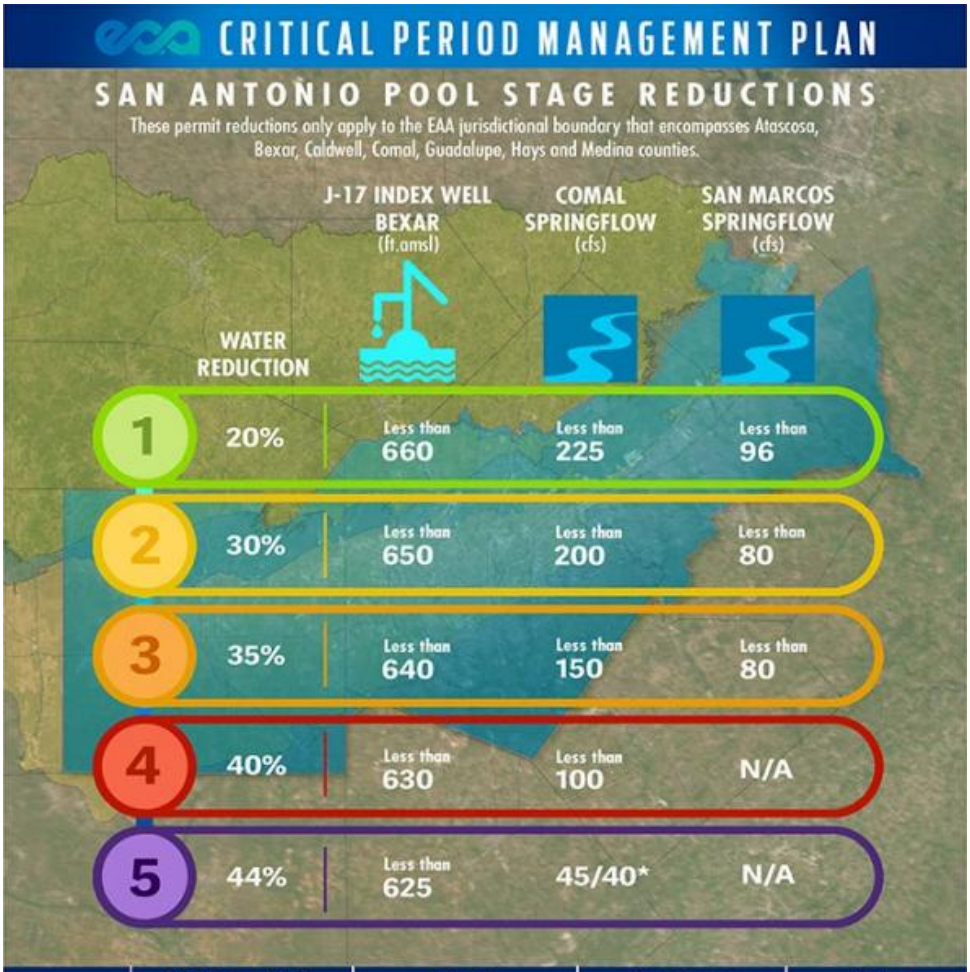
2. **Public Involvement and Education.** The District highly appreciates rate payer feedback and is dedicated to educating rate payers on best practices and policies. The District remains transparent with its rate payers and believes it is the rate payers who make the District a success.

    a. Involvement: The District will afford the rate payers the opportunity to provide input into the Drought Contingency Plan by means of scheduling and providing public notice of meetings.

    b. Education: The District will periodically provide the public with information about the Drought Contingency Plan, including information about which stage we are in or about to enter based on overall consumption. Additional educational literature is available through the Texas Water Development Board pertaining to beneficial water usage. Additionally, the District meets regularly with developers, economic development organizations, elected officials and provides educational programs to chambers of commerce and civic groups upon request.

3. **Edwards Aguifer Authority Reduction Levels.** The Edwards Aquifer Authority (EAA) has developed its own internal drought contingency stages that are imposed based on varying factors. Those factors range from the aquifer level above mean sea level (msl) and Comal/San Marcos spring-flow in cubic feet per second (cfs). These two factors have trigger points that assist the EAA in determining the appropriate stage they should be in.

The EAA San Antonio Pool Stage Reductions can be found below in the designated chart as produced by the EAA.



Stage	J-17 Index Well Level: (ft.amsl)	Comal Springflow: (cfs)	San Marcos Springflow: (cfs)	Water Reduction %
Stable	660 or above	225 or above	96 or above	0%
Stage 1	Less than 660	Less than 225	Less than 96	20%
Stage 2	Less than 650	Less than 200	Less than 80	30%
Stage 3	Less than 640	Less than 150	N/A	35%
Stage 4	Less than 630	Less than 100	N/A	40%
Stage 5	Less than 625	Less than 45/40*	N/A	44%

a. It is important to note that the EAA reduction stage affects the amount of water the District is allowed to utilize throughout the year. The total amount of water curtailed because of restrictions is closely monitored and calculated based on the number of days the EAA is in any given stage. Those number of days are placed in an EAA-developed calculator that determines overall percentages and generates the curtailment numbers accordingly. These calculations are then monitored by the District staff to ensure that the water we pump from Edwards

Aquifer or purchase from a wholesaler who utilized Edwards Aquifer remain under our annual allocations.

b. The EAA San Antonio Pool Reduction Stages do have an impact on the Districts water allocation for the calendar year. However, EAA reduction stages do not have a direct correlation to how the District has developed its drought reduction stages. While it is important to monitor EAAs current stage and track accordingly, the additional analysis that is conducted by the District staff ensures that the District has adequate available water needed to supply all rate payers.

4. **GVSUD Water Reduction Stages.** The District has adopted a water reduction stage program suited to its unique water supply portfolio. Fully understanding where its water comes from, and further understanding that all allocated water is take-or-pay, it is the Districts policy that we should only enter into various stages based off of a detailed analysis of varying factors. These factors include: 1) determination of used versus available water, 2) timing in relation to the calendar year, 3) General Manager discretion. This methodology allows rate payers to continue to use water as long as the District does not exceed its yearly allocation. It will only be when percentages reach a certain threshold that the District will enter into a respective stage at which point it will be required to emplace restrictions and additional usage costs.

    a. Water Reduction Stages. The District will enter its water reduction stages based on the percentage of water used versus available water as previously mentioned. As the District enters each stage, in an attempt to reduce water usage among its rate payers, the District will begin to increase the gallonage rate per thousand charges calculated off of the District Base Rates that are highlighted in the District Operations Policy. The District Water Reduction Stages are as follows:

        i. Stage 0. No Restrictions. Rate payers are authorized to use water and will be charged the standard rates as highlighted in the District Operations Policy.

        ii. Stage I. The District has utilized 50% of its available water inventory. Upon reaching Stage I:

            - Residential rate payers who use in excess of 25,001 gallons of water in any given billing cycle will be charged an additional 15% of the gallonage rate per thousand for the respective tier they fall under.

            - Irrigation of lawns and properties are restricted to two (2) days a week on the rate payers allocated days. Allocated days are highlighted below:

Last Digit of Address	Day
0, 2, 4, 6 or 8	Monday / Thursday
1, 3, 5, 7 or 9	Tuesday / Friday

iii. Stage II. The District has utilized 60% of its available water inventory. Upon reaching Stage II:

- Residential rate payers who use between 15,001 - 25,000 gallons of water in any given billing cycle will be charged an additional 15% of the gallonage rate per thousand.

- Residential rate payers who use in excess of 25,001 gallons of water in any given billing cycle will be charged an additional 20% of the gallonage rate per thousand for the respective tier they fall under.

- Irrigation of lawns and properties are restricted to two (2) days a week on the rate payers allocated days. Allocated days are highlighted below:

Last Digit of Address	Day
0, 2, 4, 6 or 8	Monday / Thursday
1, 3, 5, 7 or 9	Tuesday / Friday

iv. Stage III. The District has utilized 70% of its available water inventory. Upon reaching Stage III:

- Residential rate payers who use between 10,001 – 15,000 gallons of water in any given billing cycle will be charged an additional 15% of the gallonage rate per thousand.

- Residential rate payers who use between 15,001 – 25,000 gallons of water in any given billing cycle will be charged an additional 20% of the gallonage rate per thousand.

- Residential rate payers who use in excess of 25,001 gallons of water in any given billing cycle will be charged an additional 25% of the gallonage rate per thousand for the respective tier they fall under.

- Irrigation of lawns and property will be restricted to one (1) day a week on the rate payers allocated day. Allocated days are highlighted below:

Last Digit of Address	Day
0 or 1	Monday
2 or 3	Tuesday
4 or 5	Wednesday
6 or 7	Thursday
8 or 9	Friday

v. Stage IV. The District has utilized 80% of its available water inventory. Upon reaching Stage IV:

- Residential rate payers who use between 5,001 – 10,000 gallons of water in any given billing cycle will be charged an additional 15% of the gallonage pate per thousand.

- Residential rate payers who use between 10,001 – 15,000 gallons of water in any given billing cycle will be charged an additional 20% of the gallonage rate per thousand.

- Residential rate payers who use between 15,001 – 25,000 gallons of water in any given billing cycle will be charged an additional 25% of the gallonage rate per thousand.

- Residential rate payers who use in excess of 25,001 gallons of water in any given billing cycle will be charged an additional 33% of the gallonage rate per thousand for the respective tier they fall under.

- All meters designated for the sole purpose of irrigation will be locked by the district. This will not include residential dwellings but will apply to home owners associations (HOAs) where applicable.

- Irrigation of lawns and property will be restricted to one (1) day a week on the rate payers allocated day. Allocated days are highlighted below:

Last Digit of Address	Day
0 or 1	Monday
2 or 3	Tuesday
4 or 5	Wednesday
6 or 7	Thursday
8 or 9	Friday

vi. Stage V. Emergency Conditions. The District encounters a situation through no fault of its own (i.e. natural disaster, problems with wholesaler system, etc.) that could cause lack of service to the rate payers. During situations like this, the District reserves the right to enforce necessary restrictions to maintain operations of its systems and infrastructure. Failure to maintain systems and infrastructures could result in immediate problems to service and future operations for its rate payers. An emergency exists when:

- A public water system or wastewater system has already failed, or is in a condition which poses an imminent threat of failure,

causing the health and safety of the rate payers served to be endangered.

- Sudden, unforeseen demands are placed on a water system or wastewater system (i.e. because of military operations or emergency population relocation).

- A disaster has been declared by the governor or president.

- The Texas Department of Emergency Management or the Texas Department of Public Safety have determined that an emergency exists.

b. The District wants to ensure that its rate payers have the ability to use its available water. It is the Districts intent to stress the importance of utilizing what is necessary and not in excess. Below is a graphical chart that shows the respective increases in residential rates based off of tiers and what respective water reduction stage the District is in.

Residential Gallonage Rate Per Thousand

	Stage 0	Stage I	Stage II	Stage III	Stage IV	Stage V
0-2,000 Gallons	Rate Per 1,000 Gallons per Operations Policy	No Change				TBD by GVSUD
2,001-5000 Gallons						
5,001-10,000 Gallons		No Change			+ 15%	
10,001-15,000 Gallons		No Change		+ 15%	+ 20%	
15,001-25,000 Gallons		No Change	+ 15%	+ 20%	+ 25%	
25,001-50,000 Gallons		+ 15%	+ 20%	+ 25 %	+ 33%	
50,001+ Gallons						

c. Commercial and Agricultural rate payers have varying tiers due to the amount of water they use for operations. Due to the limited number of commercial and agricultural rate payers within the District, their water reduction stages are highlighted below.

Commercial/Industrial Gallonage Rate Per Thousand

	Stage 0	Stage I	Stage II	Stage III	Stage IV	Stage V
0-50,000 Gallons	Rate Per 1,000 Gallons per Operations Policy	No Change				TBD by GVSUD
50,001-200,000 Gallons		No Change			+ 15%	
200,001-300,000 Gallons		No Change		+ 15%	+ 20%	
300,001-500,000 Gallons		No Change	+ 15%	+ 20%	+ 25%	
500,001+ Gallons		+ 15%	+ 20%	+ 25 %	+ 33%	

Special Use/Agricultural Gallonage Rate Per Thousand						
	Stage 0	Stage I	Stage II	Stage III	Stage IV	Stage V
0-2,000 Gallons	Rate Per 1,000 Gallons per Operations Policy	No Change				TBD by GVSUD
2,001-5000 Gallons						
5,001-10,000 Gallons		No Change			+ 15%	
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15,001-25,000 Gallons		No Change	+ 15%	+ 20%	+ 25%	
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50,001-200,000 Gallons		No Change			+ 15%	
200,001-300,000 Gallons		No Change		+ 15%	+ 20%	
300,001-500,000 Gallons		No Change	+ 15%	+ 20%	+ 25%	
500,001+ Gallons		+ 15%	+ 20%	+ 25 %	+ 33%	

d. Water usage and allocation is tracked on a calendar year schedule. Once the District enters a new water reduction stage, we will remain in that stage, or enter the next stage if the appropriate threshold is reached, until the end of the calendar year when the Districts numbers will reset.

5. GVSUD Notification Process.

a. The District utilizes all methods at its disposal to inform rate payers of the current stage we are in and potential of entering a new stage. This will be done in a coordinated effort and through thorough analysis and direction from the District staff and General Manager. Below are a few of the ways the District will properly communicate with rate payers on any potential changes to the stage:

   i. Constant updating of the District website with the current water reduction stage highlighted.

   ii. District bills will indicate the current water reduction stage with a link directing rate payers to the webpage for additional information.

   iii. The District will add inserts in with bills as we begin to approach a new water reduction stage informing rate payers of the upcoming change in status.

   iv. All District social media will announce any change in the water reduction stage once the designated threshold is reached.

b. The Board of Directors will be notified immediately via e-mail by the General Manager once a new water reduction stage is entered. The General Manager will highlight the new restrictions and inform the Board of Directors on what the District staff is doing and the way ahead.

MEMORANDUM

Date:	September 24, 2026
To:	Board of Directors
From:	Brian Plover, Operations Manager
Re:	Updates to Green Valley Special Utility District Operations Policy

Green Valley Special Utility District's (GVSUD) Operations Policy is a living document that requires routine updating and changes based off of the current environment. These changes are conducted annually and approved by the GVSUD Board of Directors during a monthly GVSUD Board Meeting.

Changes to the GVSUD Operations Policy are as follows:

A. **Administrative Updates:** Various administrative updates (grammatical errors, fee updates, etc.) were made throughout the document during the annual review.

B. **Figure 7.1 – Water and Wastewater Rates:** All rates within Figure 7.1 have been updated to reflect the appropriate rate increase that was approved by the GVSUD Board of Directors on August 27, 2026 during the monthly GVSUD Board Meeting.



605 FM 465
Marion, TX 78124
(830) 914-2330

Operations Policy

Effective Date: September 24, 2026

Board Approval Date: October 1, 2026

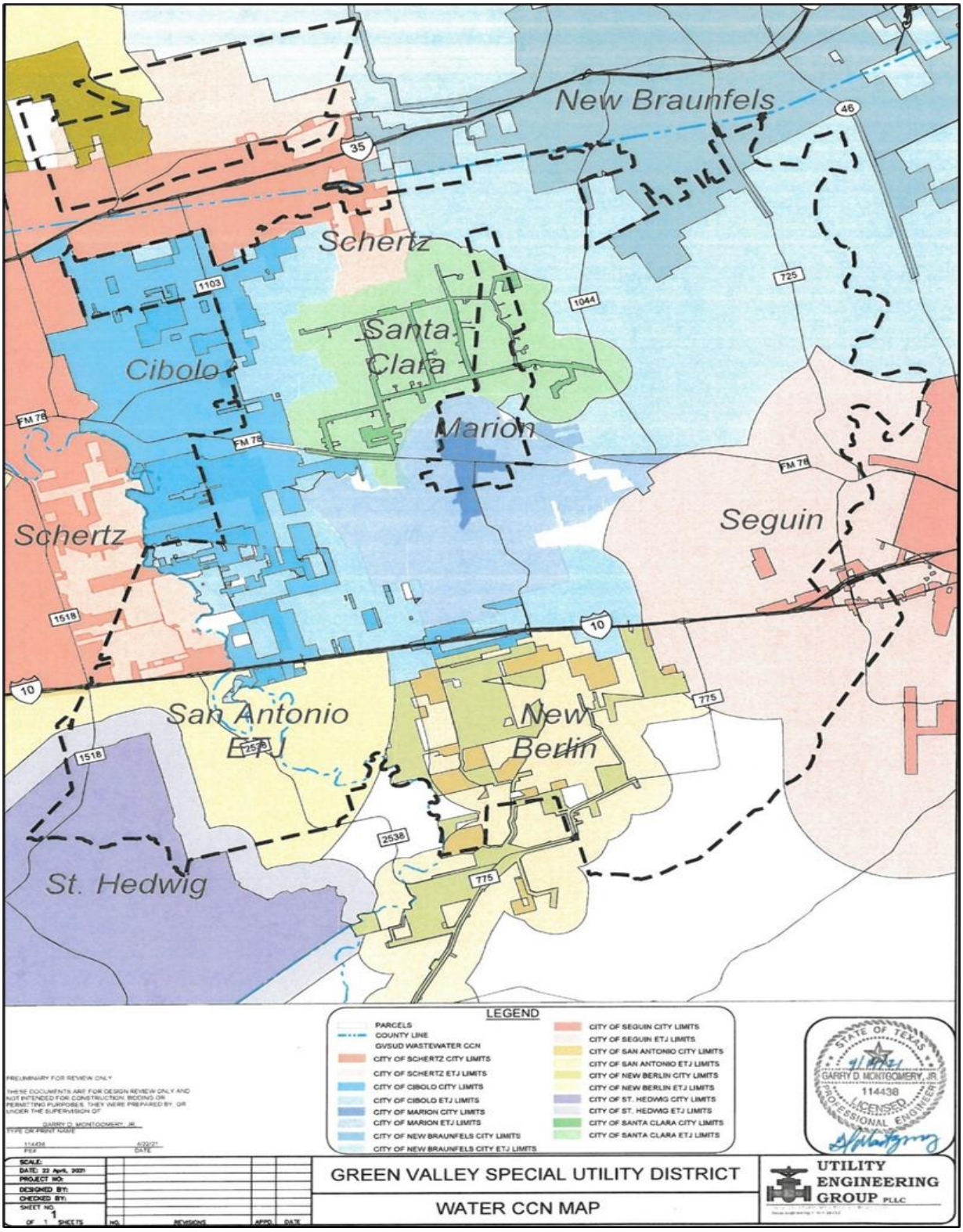
Table of Contents

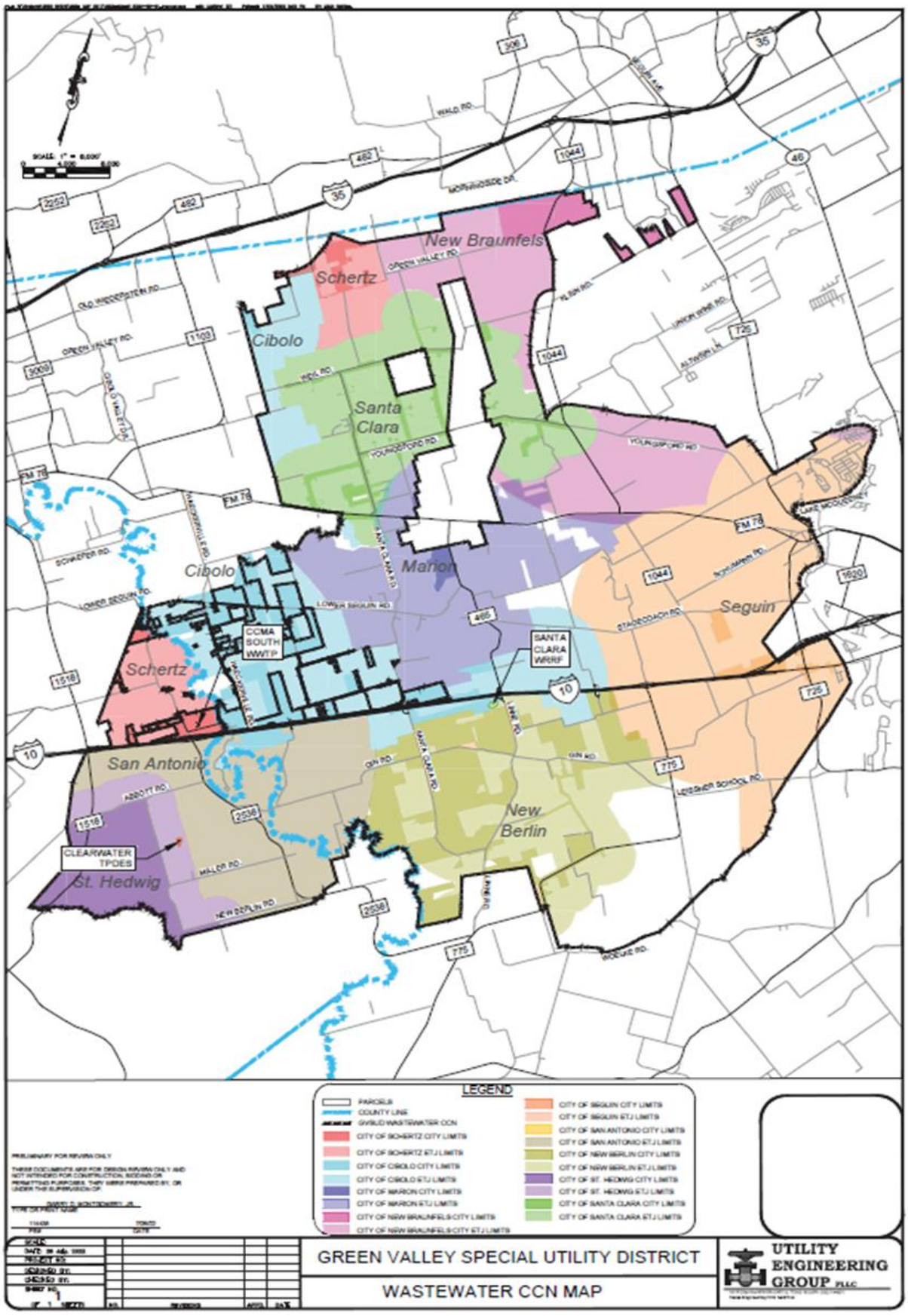
SECTION 1 – MISSION STATEMENT AND AUTHORITY ……...3
SECTION 2 – GEOGRAPHIC AREA SERVED ……4
SECTION 3 – DEFINITIONS ……6
SECTION 4 – STATEMENTS ……...9
SECTION 5 – SERVICE RULES AND REGULATIONS ……..13
SECTION 6 – NON-STANDARD SERVICE REQUIREMENTS ……27
SECTION 7 – RATES AND SERVICE FEES ……...34
FIGURE 7.1 – WATER AND WASTEWATER RATES ……...37
FIGURE 7.2 – SUMMARY OF FEES TABLE ……..38
FIGURE 7.3 – GVSUD SERVICE FEE RATES……..40

SECTION 1 – MISSION STATEMENT AND AUTHORITY

1. **Mission Statement.** Green Valley Special Utility District provides reliable, sustainable, clean water through innovative professional service.
2. **Authority**. The District was created pursuant to and draws its authority from the Texas Constitution, Article XVI, Section 59, and is subject to the requirements of Texas Water Code Chapters 49 and 65. The District is a retail public utility and a political subdivision of the State of Texas whose purpose is to furnish a continuous and adequate domestic potable water supply and wastewater service to qualified customers and Applicants within the District's boundary and certificated service areas.

SECTION 2 – GEOGRAPHIC AREA SERVED




New Braunfels
Schertz
Cibolo
Santa Clara
Cibolo
Schertz
Marion
Seguin
San Antonio
New Berlin
St. Hedwig
CCMA SOUTH WWTP
SANTA CLARA WRRF
CLEARWATER TPDES
FM 78
LEGEND
GREEN VALLEY SPECIAL UTILITY DISTRICT
WASTEWATER CCN MAP
UTILITY ENGINEERING GROUP PLLC

SECTION 3 – DEFINITIONS

The following words and terms, when used in this Operations Policy, shall have the following meanings unless the context clearly indicates otherwise:

ACTIVE SERVICE – Service status of any customer receiving authorized water and/or wastewater service under the provisions of this Operations Policy.

AMERICAN WATER WORKS ASSOCIATION (AWWA) – Sets standards for utility industry.

APPLICANT – Person, partnership, corporation, agency, public or private organization of any character applying for service with the District.

APPLICATION FEE – A fee assessed to applicants for the receipt and processing of either a standard or non-standard service application. Water and wastewater applications are each individual applications.

BOARD OF DIRECTORS – The persons elected by the qualified voters of the District.

BYLAWS – The rules pertaining to the governing of the District, adopted by the Directors.

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) – The authorization granted under Chapter 13 of the Texas Water Code for the District to provide utility service within a defined territory. The District has Water Certificate Number 10646, dated November 1, 1979, as amended and transferred October 22, 1992, and Sewer Certificate Number 20973, dated January 28, 2004.

CCN RELEASE OR TRANSFER FEE – A fee assessed to an applicant to facilitate a request for the release or transfer of a portion of the District's water or wastewater CCN service area. The fee assessed is a negotiated fee set by the Board of Directors on a case-by-case basis.

CUSTOMER – Any applicant that has qualified for service in accordance with the District Operations Policy.

DEMAND MANAGEMENT PLAN – A conservation plan as required by the Edward's Aquifer Authority and the Texas Commission of Environmental Quality.

DEPOSIT – An amount of money held by the District as a pledge for payment of water and/or wastewater bills.

DISCONNECTION OF SERVICE – The locking or removal of a water meter to prevent the use of water and/or wastewater.

DISTRICT – The Green Valley Special Utility District.

EASEMENT – A private perpetual dedicated right of way for the installation of water and/or wastewater pipelines and necessary facilities, which allows access to property for future operation, maintenance, facility replacement, and/or installation of additional pipelines. Easements may be granted to provide ingress and egress to property owned or controlled by the District, i.e., driveway easements to water well sites. Easements may be granted to provide access to private property for the purpose of inspecting, testing, repairing, and maintaining utility plants and/or private plumbing on the premises. All easements must be recorded in the real property records.

EQUIVALENT DWELLING UNIT (EDU) OR LIVING UNIT EQUIVALENT (LUE) – EDU or LUE, terms used to define the approximate equivalent of demand that a standard family residential connection consumes. It also represents a factor by which a large service meter is compared to a standard domestic 5/8" x 3/4" meter, as recommended by AWWA M6, Water Meters – Selection, Installation, Testing and Maintenance.

FEASIBILITY STUDY FEE – A fee unique for each project to cover the initial engineering and administration expenses of the District in making a determination of service availability. The fee shall be submitted upon submission of a non-standard service application. Water, wastewater, and reclaimed water are considered separate projects with separate fees.

FINAL PLAT – A complete plan for the subdivision of a tract of land into lots for marketing, which has been approved by all regulatory agencies having jurisdiction over approval of the design, planning, and specifications of the facilities of such subdivision. The District shall determine if a plat submitted for the purposes of this Operations Policy shall qualify as a final plat. (TWC Chap.13.2502)

HAZARDOUS CONDITION – A condition which jeopardizes the health and welfare of the customers of the District as determined by the District or regulatory authority.

IMPACT FEE – A fee imposed by a district for new development in order to fund or recoup the costs of capital improvements or facility expansions necessitated by and attributable to such new development. This fee is charged for each meter equivalent or EDU or LUE for which service has been requested. (30 Texas Admin. Code Section 293.171) In the water system, the Impact Fee is charged per EDU/LUE.

INSPECTION FEES (CONTRACTOR WEEKEND AND HOLIDAY) – A fee for all approved weekend and/or holiday inspector work by contractors.

MASTER METER – A single meter providing water service for a complex serving two or more residential dwelling units or businesses. Certain qualifying provisions of the TWC shall apply.

MINIMUM MONTHLY CHARGE – (Also known as “Service Availability Charge” or the “base rate”). The monthly charge assessed each customer for the opportunity of receiving water and/or wastewater service. A fixed rate is based upon the meter size, service size, or equivalent dwelling units.

NON-STANDARD SERVICE APPLICATION FEE – A fee for administrative costs associated with composing and processing one non-standard service agreement. This fee is to be submitted upon application submittal. Water, wastewater, and reclaimed water are considered separate projects with separate fees.

PERSON – Any natural person, partnership, corporation, association, private corporation, agency, or public or private organization of any character.

PROFESSIONAL SERVICE FEES (NON-STANDARD) – Fees to be reimbursed by the developer to the District for each professional service acquired by the District for the duration of a non-standard service agreement/contract and will be reconciled, invoiced, and collected at regular intervals by the District development department as a condition of service and as per the conditions of the executed agreement/contract. Professional service fees include, but are not limited to, easement acquisition, engineering, and legal services.

PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) – The state agency responsible for economic regulation of Texas' electric, telecommunication, and water and wastewater utilities.

QUALIFIED APPLICANT – A qualified Applicant is an applicant who has met all of the retail public utility’s requirements contained in its tariff, schedule of rates, or service policies and regulations for extension of service including the delivery to the retail public utility of any service connection inspection certificates required by law.

RENTER – A consumer who rents property from a Customer who has a deposit with the District.

RE-SERVICE – An application for service for which a tap already exists but for which the meter has been removed for any reason, may be approved by the District provided that the applicant

pays any deposit and service charges necessary to restore service. If the tap has been out of service for five (5) or more years, the current Impact Fee must also be paid.

SERVICE APPLICATION AND/OR SERVICE AGREEMENT – A written application and agreement between the Customer and the District defining the specific type of service requirements requested on the current service application and agreement form and the responsibilities of each party required before service is furnished.

SERVICE CLASSIFICATION – A type of service which warrants a specific charge for service based on specific criteria such as usage, meter size, demand, type of application, etc. as determined by the District upon evaluation of the service requirements of the applicant.

SERVICE REVIEW – A Service Review is conducted for Standard Service Agreements for the purpose of determining the feasibility of a water and/or wastewater connection, costs of materials and labor in instances where existing water and/or wastewater lines are present within a reasonable distance to the service location. A service review will be conducted for all meter relocation requests.

SEWER CONTRIBUTION IN AID OF CONSTRUCTION (CIAC) FEE – A fee imposed by the District for new development within the portion of the District's Sewer CCN fund or recoup the costs of facility expansions attributable to providing wastewater collection and treatment service to be charged for each EDU or LUE for which sanitary wastewater service is requested.

STANDARD SERVICE APPLICATION FEE – A fee for administrative costs associated with composing and processing one standard service application. This fee is to be submitted with the application. Water, wastewater, and reclaimed water are considered separate projects with separate fees.

TEMPORARY SERVICE – The classification assigned to an applicant that is in the process of construction or for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Temporary Service shall extend for up to six (6) months and the service will then either be removed or the requirements of permanent service will have been met, including the payment of the required fees, less any prior payment for installation.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) – State regulatory agency having jurisdiction of water and/or wastewater utilities. Includes successor agencies or name changes.

TEXAS WATER CODE (TWC) – Statutes governing water and sewer utility service requirements.

WATER ACQUISITION FEE – A fee imposed by the District for new development and/or customer to pay debt service or recoup the costs for water. This fee is charged for each meter equivalent or EDU or LUE for which service has been requested at the time of NSSA execution.

SECTION 4 – STATEMENTS

1. **Organization.** Green Valley Special Utility District (The District) is a retail public utility and a political subdivision of the State of Texas created under the authority of the Texas Constitution, Article XVI, Section 59, and subject to the requirements of TWC Chapters 49 and 65. The purpose of the District is to furnish a continuous and adequate domestic potable water supply and wastewater service to qualified customers within the District's boundary and certificated service areas. The District has no obligation or duty to take any act not required by law or specifically authorized by this Operations Policy. The District, through action of the District's board of directors, has the authority to adopt and enforce rules and regulations consistent with legal requirements governing special utility districts and those rules or regulations, including this Operations Policy, have the effect of law. TWC Sections 65.205 and 65.206.
2. **Non-Discrimination Policy.** Retail water and/or wastewater utility service is provided to all applicants who comply with the provisions of this Operations Policy regardless of race, creed, color, national origin, sex, or marital status.
3. **Rules Application.** The rules and regulations specified in this Operations Policy apply to the water and/or wastewater utility services furnished by the District. Failure on the part of the Customer or Applicant to observe these rules and regulations of the District, after due notice of such failure, automatically gives the District the authority to deny or to discontinue the furnishing of service provided herein.
4. **District Bylaws.** The District has adopted Bylaws, which establish the overall purpose of GVSUD, establish and define the roles of the Board of Directors and the GVSUD General Manager, provide for regular meetings, provide for reserve accounts, and establish the rights of the customers and other important regulations of the utility. These Bylaws are included by reference herein, as amended from time to time, and are on file for inspection in the District's office.
5. **District Code of Ethics and Administrative Policies.** The District has adopted a Code of Ethics and Administrative Policies.
6. **Customer Service and Protection.** The District shall comply with the provisions of the customer service and protection requirements of those portions of 16 TAC Chapter 24 made specifically applicable to "retail public utilities" and district.
7. **Fire Protection Responsibility.** It is the duty of the District to provide safe potable drinking water to meet the domestic water needs of the consuming public. Additionally, the District's water resources are available for fire-fighting activities without guarantee or warranty of capacity at any specific point of usage in the distribution system at any given time. All costs associated with the provision of fire flow required for new development to comply with the requirements of the political subdivision with jurisdiction over development standards shall be borne by the developer of the property. All municipal and volunteer fire departments in the District's service area, or other fire fighters responding to mutual aid requests, may take water from the District's distribution system for emergency fire-fighting purposes.

   The District shall endeavor to maintain minimum flows of 250 gpm at 20 psi per TCEQ 30 TAC 290.46(y) on six-inch or larger water mains for the purpose of providing emergency fire flows at its fire hydrants for the municipalities and fire departments within its service area. Within the city limits of the Cities of New Braunfels, Cibolo, and Schertz, the District shall

endeavor to maintain minimum flows of 750 gpm. There shall be no guarantee that any specific fire hydrant will provide any given rate of flow at any given point in time.

The District will maintain all fire hydrants in its service area. Fire hydrant maintenance will be conducted on an as needed basis generated from service calls that report leaks or issues with any fire hydrant within the Districts responsibility.

Third-party payment for or installation of a fire hydrant is a contribution-in-aid-of-construction (CIAC) and shall not vest any ownership or user right in such fire hydrant. The District reserves the right to remove any fire hydrant at any time without notice to the general public or compensation to the contributor(s). Affected municipalities or fire departments shall be notified in advance of removal or modification of fire hydrants that might be used for fire-fighting purposes. Municipalities and volunteer fire departments shall never have any ownership rights to or claims on any portion of the District's water distribution system or appurtenances thereto. The District will not alter the system in a manner that will cause that part of the system to be in violation of the code under which it was installed.

Use of a District fire hydrant or water supply for fire training or other non-utility purpose is not permitted without permission from the District's General Manager. Unless authorized by the District's General Manager, no person or entity shall test a District fire hydrant except in the presence of a licensed District water operator. This prohibition shall not apply to a fire fighter using a fire hydrant in the course of a public safety emergency.

The District will not charge municipalities or fire departments for water used during fire-fighting emergencies. Municipalities or fire departments shall not be charged monthly minimum or standby fees for the availability of fire-fighting water.

Nothing in this Operations Policy shall be deemed to be a waiver of the District's or any affected municipality's or fire department's lawful immunity under the Texas Tort Claims Act or other applicable statute.

The District agrees that it will enter into or amend franchise agreements with the Cities of Cibolo, Schertz, and New Braunfels to incorporate these policies. At the Board's discretion, any franchise fees will be billed as a pass-through charge to the applicable customers.

The Cities of New Braunfels, Cibolo, and Schertz shall be third-party beneficiaries of this Section of the District's policies (pertaining to fire flows), and therefore this Section shall not be changed by the District without the prior written consent of New Braunfels, Cibolo, and Schertz. Execution of an agreement by the District and any of these Cities after the adoption of these policies shall be deemed to be a waiver of such City's third-party beneficiary rights hereunder.

9. **Damage Liability.** The District is not liable for damages caused by service interruptions, for events beyond its control and for normal failures of the system. The limit of the liability of the District is the extent of the cost for service provided. By acceptance of service, customer consents to waiver of such liability.

10. **Information Disclosure.** The records of the District shall be maintained in the office in Marion, Texas in conformance with all applicable state law records retention requirements. All requests for District information shall be processed in strict conformity with the requirements of the Texas Public Information Act, Texas Government Code Chapter 552, then in effect at the time of the request.

11. **Customer Notice Provisions.** The District shall give written notice of rate changes by mail to all affected customers at least 30 days prior to the effective date of the new rate. The

notice shall contain the old rates, new rates, effective date of the new rate, date of Board inquiries about the rate change.

12. **Grievance Procedures.** Any existing District customer and any person with a pending application for District service ("Complainant") is entitled to submit concerns or grievances ("Complaint") to the District by the following means and procedures:

    a. The Complaint shall first be presented to a District Billing representative.

    b. The District Billing representative shall attempt to resolve the Complaint with the District Operations Policy and within the scope of authority and applicable policies adopted by District management.

    c. In the event that the District Billing representative is unable to resolve the Complaint to the satisfaction of the Complainant or does not have the authority to grant the type of relief requested, the Billing representative shall refer the Complaint to the appropriate member of District management.

    d. In the event that the District management representative to whom the Complaint has been referred does not resolve the Complaint to the Complainant's satisfaction, the Complainant may submit a written appeal ("Appeal") to the District General Manager for final resolution.

    e. Any Appeal submitted to the General Manager must include a summary of the issue, an explanation of any District or state regulation believed by Complainant to have been violated, an explanation regarding why any relief offered by the customer service representative or District management was unsatisfactory, and a description of the specific relief sought by the Complainant.

    f. Upon receipt of an Appeal, the General Manager shall promptly schedule a meeting with Complainant to resolve the Appeal. The General Manager may elect either to hear the Appeal or have the Appeal heard and decided by the Executive Committee of the District Board of Directors, each with the assistant of District counsel. The decision of the General Manager or, as applicable, the General Manager and the Executive Committee of the Board of Directors, shall be final, subject only to subsection (h), below.

    g. Following consideration of the Appeal, the General Manager or Board committee's final decision shall be provided to the Complainant in writing, and shall include an explanation of the basis for the final decision.

    h. A copy of the General Manager's final decision shall be provided to the District Board of Directors as part of the meeting materials for the next scheduled regular meeting of the Board of Directors. Unless the Board of Directors elects to reconsider a final decision made under subsection (f), such decision shall remain final.

    i. Unless resolved at a prior stage of the process outlined in this grievance policy, any charges or fees subject to a Complaint shall be suspended until following the first Board of Directors meeting at which a final decision on the Appeal has been included in the Board of Directors meeting materials.

13. **Plumbing Code.** The District adheres to the applicable local plumbing code for each facility's local governing jurisdiction. In the absence of a local plumbing code from the local governing jurisdiction, the District will adhere to the current edition of the Uniform Plumbing Code (UPC) for the installation, design, inspection, and maintenance of plumbing systems and service facilities connecting or connected to the utility's water facilities, and to the extent appropriate under the applicable statutes and regulations governing public water utility systems. Any customer may be required to retrofit plumbing systems and service facilities as determined to be necessary by the District for purposes of compliance with the current edition of the Uniform Plumbing Code, (30 TAC 290.46(i)). All facilities must be maintained according to the AWWA requirements and the provisions of the current local fire codes and ordinances.

SECTION 5 – SERVICE RULES AND REGULATIONS

1. **Service Entitlement.** An Applicant shall be considered fully qualified and entitled to water and/or wastewater service when proper application has been made, terms and conditions of service have been met and continue to be met, and all fees have been paid as prescribed by this Operations Policy.

2. **Application Procedures and Requirements.** Service requested by an Applicant and provided by the District shall be divided into the following classes:

    a. **Standard Service Application/Agreement.** A Standard Service Application/ Agreement is for water or wastewater service when a meter or wastewater service already exists or when existing pipelines/service facility extensions are not required and special design and/or engineering considerations are not necessary. For example, purchasing or renting a house and establishing an account in the new owner(s)/renter(s) name with the meter installed, or installing a tap and meter to provide service from an existing pipeline. A deposit is collected at the time of application for cases with existing meters, which will be refunded and/or applied to the final bill once the account is terminated. An application fee, non-refundable, will be charged for instances where a meter does not already exist.

        i. **Procedures for a Standard Service Application (meter installed):**

            1. Complete the Standard Service Application form including all person(s) that need/require access to the District Water/Wastewater account.

            2. Complete the Standard Service Agreement form.

            3. Provide Government Issued Photo Identification. Must provide ALL photo ID for anyone listed on the Customer Service Application.

            4. Provide Sewer Affidavits/ Applications (if applicable).

            5. Provide Ownership Documents or Lease/Rental Agreement. Lease/Rental Agreement must include Names of Tenant(s), Property Management/Owner Name(s), Service Address, and the Signature page of Tenants and Property Management/Owner. Ownership Documents include Texas Disclosure, Warranty Deed, Guarantee Deed, Deed of Trust, or Executor Deed and must include the Names of the Buyer(s) and Seller(s), Service Address, and the Signature page of the Buyers and Sellers or Closing Officer or Escrow Secretary.

        ii. **Procedures for a Standard Service Application (meter required):**

            1. Complete the Standard Service Application form including all person(s) that need/require access to the District Water/Wastewater

account. Applicant shall provide all additional information deemed necessary by District Engineer Office to enable the District to adequately evaluate the applicant's service requirements. The District Engineer Office will order a Service Review once information is received from the applicant.

2. The District will complete a Service Review to determine total costs of labor and materials.

3. Complete the Standard Service Agreement form and the District will provide a written estimate of costs included from the service review.

4. Provide Government Issued Photo Identification. Must provide ALL photo ID for anyone listed on the Customer Service Application.

5. Provide Sewer Affidavits/ Applications (if applicable).

6. Provide Ownership Documents or Lease/Rental Agreement. Lease/Rental Agreement must include Names of Tenant(s), Property Management/Owner Name(s), Service Address, and the Signature page of Tenants and Property Management/Owner. Ownership Documents include Texas Disclosure, Warranty Deed, Guarantee Deed, Deed of Trust, or Executor Deed and must include the Names of the Buyer(s) and Seller(s), Service Address, and the Signature page of the Buyers and Sellers or Closing Officer or Escrow Secretary.

7. A Utility Easement form or other such easement form approved by the District must be completed by the Applicant for the purpose of allowing future extensions or facility additions to improve or provide service to future applicants. Unless expressly waived by the Board of Directors for good cause due to the unique circumstances of the particular tract of land in question, the easement granted must be exclusive to the District.

8. If the water/wastewater main has been located in the public right of way and is adjacent to the Applicant's property due to the current or previous landowner's refusal to grant an Easement to the District for the purposes of installing the water/wastewater main and appurtenances, the Applicant, prior to receiving the requested service, shall grant an Easement to the District. In addition to the normally required fees for service, the Applicant may be required to pay such sums as are necessary for the removal of the water/wastewater main from the public right of way and for relocation onto the Applicant's property pursuant to such Easement. The District shall retain the right to delay relocation of existing facilities onto private easements.

9. Standard service agreements considered for commercial development must first be processed through the non-standard service application process for the completion of a feasibility study.

The study will accurately confirm if the commercial applicants requested level of water or wastewater service is appropriate to be provided through the standard service process and can be accommodated onto the existing District infrastructure per the applicant's request, or otherwise a non-standard service agreement will be required.

b. **Non-standard Service Application/ Agreement.** A Non-standard Service is defined as service applied for or provided which requires a larger service, multiple services, master metered service, or an addition, upsize, or modification to the District's water or wastewater service infrastructure and capacities. Service requirements as prescribed by Section 6 of this Operations Policy shall be met by the Applicant prior to service being provided. The Applicant shall provide all additional information deemed necessary by the District's General Manager and/or engineer to enable the District to adequately evaluate the applicant's service requirements and their availability to the District through existing District water or wastewater utility service capacities.

c. **Master Metering.** The District may consider master metering multiple units for an Applicant's request provided all units to be served are all: owned by the same person, as defined, but not including a family unit; directly inaccessible to public right of way; and considered a commercial enterprise, i.e., for business, rental, or lease purposes.

d. **Temporary Service.** Temporary Service is the same as Standard Service, above, with the exception that it is to be for construction or uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Temporary Service shall extend for up to six (6) months and the service will then either be removed or the requirements of permanent (Standard) service must be met, including the payment of the required fees, less any prior payment for installation.

3. **Activation of Standard Service.**

a. New Tap/ Meter – The District shall charge a non-refundable installation fee as stated in Section 7 of this Operations Policy. The installation fee shall be quoted in writing to the Applicant after a Service Review has been conducted by the District. All fees, as required under Section 7 of this Operations Policy, shall be paid in advance of installation.

b. Re-Service – An application for service for which a tap exists but for which the meter has been removed for any reason, may be approved by the District provided that the applicant pays any deposit and service charges necessary to restore service. If the tap has been out of service for five (5) or more years, the current Impact Fee must also be paid. Any Applicant unwilling to pay such charges shall apply for a new Standard Service under the terms of this Operations Policy.

c. Performance of Work – After all applicable fees are paid and approval is granted by proper authorities, all service and service-related installations specified by the District shall be completed by the District staff or a designated contractor as approved or disapproved by the District. All service and service-related work shall

be completed in accordance with TWC, TCEQ, and District regulations and standards. All contractor work shall be coordinated with the assigned District inspector for inspection and approval.

d. Customer Service Inspection – New service requires a Customer Service Inspection be completed of the new service location premises and its facilities per TCEQ (30 TAC 290.46(j)) within 30 days after permanent occupancy of the service location and with service being provided. A designated licensed District staff member or its designated licensed representative shall inspect all customer service-related facilities to ensure compliance with State required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the TCEQ, applicable plumbing codes, and District water and wastewater standards. If approved by the District, the applicant may have the option of independently contracting for the inspection to be performed by a third-party state-licensed plumber or customer service inspector as approved by the District who possesses the required licenses from the Texas Board of Public Examiners or the TCEQ. A TCEQ approved Customer Service Inspection Certification form must be completed and filed at the District within a reasonable period of time not to exceed thirty (30) days of permanent occupancy of the service location or service will be discontinued.

4. **Activation of Non-Standard Service.** The terms of Section 6 of this Operations Policy shall dictate the conditions for activation of non-standard service. Re-service terms shall be the same as applied to Standard Services.

5. **Changes to Service Classification.** If at any time, the District determines that the customer service needs have changed from those originally applied for to a different service classification, and the District determines that additional or different facilities are necessary to provide adequate service, the District shall require the Applicant/Customer to re-apply for service under the terms and conditions of this Operations Policy. Failure to comply with this provision shall subject the customer to the Disconnect With Notice provisions of Section 5 of this Operations Policy.

6. **Membership.** All money held as Memberships of the Green Valley Water Supply Corporation were converted to a Deposit under the terms of the conversion to a Special Utility District. After this conversion, there shall be no “memberships” in the District or other indicia for a private ownership interest in the District’s water and wastewater utility systems by any individual or entity.

7. **Owners, Renters, and Property Managers.** Any customer of the District, having a deposit on record, renting or leasing property to other parties, is responsible for all charges due to the District in the event the renter or lessee moves, having an unpaid balance due to the District. Any person renting or leasing property may become a customer of the District by payment of a deposit, thus removing the owner of the property from responsibility as a customer of the District.

8. **Denial of Service.** The District may deny service for the following reasons:

    a. Failure of the Applicant to complete all required forms, to grant an Easement and to pay all required deposit, fees and charges;

b. Failure of the Applicant to comply with rules, regulations, policies, and by-laws of the District;

c. Existence of hazardous condition, including a structure built in a floodplain or a possible cross-connection between a well or other source of water at the Applicant's property which upon connection would jeopardize the welfare of the customers/users of the District;

d. Failure of Applicant to provide representatives or employees of the District reasonable access to property for which water service has been requested when there is reason to believe that a hazardous condition may exist for which access is necessary to verify;

e. Failure of Applicant to comply with all governmental rules and regulations governing the District services;

f. Failure of Applicant to provide proof of ownership, to the satisfaction of the District, of property for which the tap has been requested; and/or

g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.

9. **Applicant's Recourse.** In the event the District refuses to serve an Applicant under the provisions of these rules, the District must notify the Applicant, in writing, of the basis of its refusal and the Applicant may appeal, in writing to the Board of Directors.

10. **Insufficient Grounds for Refusal of Service.** The following shall not constitute sufficient cause for the refusal of service to an Applicant:

    a. Delinquency in payment for service by a previous occupant of the premises to be served;

    b. Failure to pay a bill to correct previous under-billing due to misapplication of rates more than six (6) months prior to the date of application;

    c. Violation of District's rules pertaining to operation of non-standard equipment or unauthorized attachments which interfere with the service of others, unless the Customer has been notified and been afforded reasonable opportunity to comply with said rules;

    d. Failure to pay the bill of another customer as guarantor thereof, unless the guarantee was made in writing to the utility as a condition precedent to service;

    e. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill; and/or

    f. Any ground prohibited by state law governing the District.

11. **Deferred Payment Agreement.** The District may offer a deferred payment plan to a Customer who cannot pay an outstanding balance for water and/or wastewater or meter

charges in full and is willing to pay the balance in reasonable installments as determined by the District, including any Late Penalty Fees or Interest on the monthly balance to be determined as per the agreement. Each request to defer an indebtedness of $300 or more along with proof of inability to pay, shall require General Manager approval. Each request to defer an indebtedness of less than $300, along with proof of inability to pay, shall be resolved by the General Manager, and his/her designated staff members, with a right of appeal to the Board if the customer is not satisfied. All deferred payment agreements must be reduced to writing and signed by the indebted customer and an authorized District representative.

12. **Extension of Payment Date for Senior Citizens.** Upon written request and satisfactory proof, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water and/or wastewater service from the District shall receive extension of the past due date, without penalty. The extension shall not exceed ten (10) days beyond the usual 15-day payment period for a total of no more than twenty-five (25) days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Texas Utilities Code Chapter 182)

13. **Charge Distribution and Payment Application.**

    a. The Minimum Monthly Charge (Service Availability Charge) is for the billing period of approximately thirty (30) days. Charges shall be prorated for meter installations and service termination falling during the billing period. Billings shall be mailed on or about the 19th day of the month preceding the month in which the bill is due. All services shall be subject to this charge whether or not the service is in use by the Customer.

    b. The Gallonage Charge is defined as water usage and shall be billed at the rate specified in Section 7, Figure 7.1, billed in 1,000-gallon increments. Water charges for usage are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by a District employee or designated representative.

    c. All payments shall be posted against previous balances prior to posting against current billings.

    d. The District will accept the following forms of payment: cash, personal check, cashier's check, money order, bank draft, credit card, debit card, or ACH payment (via the District's website, automated phone system, or in person at the District's office). At the Board's discretion, all credit, debit, or ACH payments will incur a convenience fee in the amount of $2.50 to any transaction below $85.00 and of 2.95% to any transaction above $85.00. The District will not accept two-party checks, paychecks, or any other instrument of payment that is not made out to the District. The District reserves the right to require exact change and may refuse to accept payments made using more than $1.00 in coins.

14. **Due Dates, Delinquent Bills and Disconnection Dates.** The District shall mail all bills on or about the 19th day of the month preceding the month in which the bill is due. All bills shall be due and payable upon receipt and are past due after the tenth (10th day) of the following month, after which time a penalty of ten percent (10%) shall be applied. After the first month's bill becomes delinquent and a late penalty is posted, cut-off notices shall be mailed,

allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the District office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailing.

15. **Rules for Disconnection of Service.** Water and/or wastewater utility service may be disconnected:

    a. After proper notice for any of the following conditions:
        i. Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement. The District is not obligated to accept payment of the bill when an employee is at the Customer's location to disconnect service;
        ii. In the event a check, draft, or any other similar instrument is given for payment of services provided for in this Policy, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the District shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within seven (7) days of the date of the notice. Redemption of the returned instrument shall be made by cash, money order or certified check. A charge for handling the returned check shall be added at the rate specified in Section 7, Figure 7.2. Any such instruments returned as insufficient or non-negotiable for any reason for any two (2) billing periods within a twelve (12) month period shall be considered evidence of bad credit risk by the District and the Customer shall be placed on a "cash only" basis for a period of twelve (12) months;
        iii. Violation of the District's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation but has not done so;
        iv. Failure of the Customer to comply with the terms of the District's Service Agreement, Policy, By-laws, Special Contract, or Customer Service Inspection requirements, provided that the District has given notice of said failure to comply and Customer has failed to comply within a reasonable amount of time after notification;
        v. Failure to provide access to the meter under the terms of this Policy or to property at which water and/or wastewater service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify;
        vi. Misrepresentation by any Applicant of any fact on any form, document, or agreement required to be executed with the District;
        vii. Failure of the Customer to re-apply for service upon notification by the District that the terms of the service classification originally applied for are no longer being met.
        viii. Failure to pay a delinquent account billed by the District for wastewater utility service provided by a non-District wastewater service provider pursuant to the District's agreement that non-District wastewater provider.

b. Without notice for any of the following conditions: Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
    i. A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists or there is reason to believe a dangerous or hazardous condition exists and the Customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition;
    ii. Service is connected without authority by a person who has not made application for service or who has re-connected service without authority following termination of service for any reason;
    iii. Tampering with the District's meter or equipment, by-passing the meter or equipment, or other diversion of service; and/or excessive water is being wasted due to a leak or the use of non-standard equipment or unauthorized attachments.

c. Utility service cannot be disconnected for any of the following reasons:
    i. Failure of the Customer to pay for merchandise or charges for non-utility service provided by the District, unless an agreement exists between the Applicant and the District whereby the Customer guarantees payment of non-utility service as a condition of water and/or wastewater service.
    ii. Failure of the Customer to pay charges arising from an under-billing occurring due to any misapplication of rates more than six (6) months prior to the current bill;
    iii. Failure of the Customer to pay the account of another customer as guarantor thereof, unless the District has, in writing, the guarantee as a condition of service;
    iv. Failure of the Customer to pay charges arising from an under-billing due to any faulty metering, unless the meter has been tampered with or unless such under- billing charges are due under Inoperative Meters, Section 5 (20) of this Operations Policy;
    v. Failure of the Customer to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the District is unable to read the meter due to circumstances beyond its control;
    vi. In response to a request for disconnection by an Owner of rental property where the Renter is billed directly by the District as authorized by the Owner, and the renter's account is not scheduled for disconnection under the Rules for Disconnection of Service.
    vii. Any reason prohibited by applicable state law or regulation governing the District.

d. Disconnection on Holidays and Weekends – Unless a dangerous condition exists or the Customer requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the District are not available to the public for the purpose of making collections and re-connecting service.

e. Disconnection Due to Utility Abandonment – The District may not abandon a Customer or a Certified Service Area without written notice to its Customers and

all similar neighboring utilities and without required approvals from the PUTC and TCEQ.

f. Disconnection of Master-Metered Services – When a bill for utility service is delinquent for a master-metered complex (defined as a complex with a single meter service serving two (2) or more residential dwelling units), the following shall apply:
    i. The District shall send a notice to the Customer as required. This notice shall also inform the Customer that notice of possible disconnection will be provided the tenants of the complex in five (5) days if payment is not rendered before that time;
    ii. At least five (5) days after providing notice to the Customer and at least five (5) days prior to disconnection, the District shall post notices in public areas of the complex, notifying the residents of the scheduled date for disconnection of service.
    iii. The tenants of the complex may pay the District for any delinquent bill on behalf of the Customer to avoid disconnection or to reconnect service to the complex.

g. Disconnection of Temporary Service – When an Applicant with a Temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other terms of this Operations Policy, service may be disconnected with notice.

16. **Billing Cycle Changes.** The District reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the District.

17. **Back-Billing.** The District may back-bill a Customer for up to twelve (12) months for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Customer's bill, i.e., billing error directly caused by the District. Failure to pay the most Recent twelve (12) months billing will result in disconnection of service and the need for re-establishment of credit. Back-billing shall not extend beyond the current Customer except in cases involving the transfer of a service conditioned upon payment of delinquent obligations by the transferee. The District may back bill a Customer for up to forty-eight (48) months for meter damaged by the act of man, wrong size meter because of Customer- provided information, meter tampering or diversion, i.e., billing error directly caused by the Customer.

18. **Disputed Bills.** In the event of a dispute between the Customer and the District regarding any bill, the District shall conduct an investigation and provide the result of the investigation to the Customer in writing. The District must be notified by the Customer of any disputed bill amount prior to the due date of the bill being disputed.

19. **Inoperative Meters.** Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless arising from intentional damage or tampering, the District shall make a charge for units used but not metered for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto.

20. **Bill Adjustment Due to Meter Error.** The District shall test any Customer's meter upon written request of the Customer. In the event the meter tests within the accuracy standards

of the American Water Works Association, a test fee as prescribed in Section G of this Operations Policy shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment shall be made as far back as six (6) months but not extending beyond the current Customer. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test.

21. **Bill Adjustment Due to Customer's Leak (Leak Adjustment).** GVSUD may grant a credit adjustment to an account when a leak has occurred on the customers side of the meter (see Section 4, Paragraph 25, e, for Customer's Responsibilities). Before GVSUD will consider granting an adjustment, the leak must be repaired. Appropriate written documentation must be provided to GVSUD consisting of receipt(s) from a plumber, or receipt(s) for plumbing supplies customer purchased and customer installed. Photo(s) of the leak/repair are highly encouraged to document the leak repair. A review of your documentation will determine if an adjustment can be granted. GVSUD will not reimburse the cost of plumbing repairs or supplies to include labor, trip fees, or any other category of repair costs. GVSUD is not required to notify customers of potential leaks and high usage on customer accounts. However, GVSUD will make reasonable efforts to notify customers upon discovery of high usage caused by potential leaks as a courtesy to the customer.

    a. Procedure.
        i. GVSUD will adjust a portion of the usage and state tax caused by the leak up to two (2) consecutive months. This adjustment DOES NOT include the base rate.
        ii. The amount of the leak adjustment is calculated by taking the customers total usage caused by the leak, up to 2 consecutive months, and divides the total by 2 (half). This calculation applies to the state fee as well. Example:

Monthly Bill for a Month with a Leak Adjustment Requested	
Usage in Gallons	10,000 gallons
Base Rate	$35.62
Gallonage Charge (per 1,000 gallons)	$55.40
Bill Before Leak Adjustment	$91.02
Leak Adjustment Calculation	
Bill Before Leak Adjustment	$91.02
Subtract Base Rate	($35.62)
Gallonage Charge (per 1,000 gallons)	$55.40
Divide Gallonage Charge by 2	÷2
Credit for Leak	($27.70)
State Tax	X .5%
Credit for State Tax	($.14)
Total Leak Adjustment	($27.84)
Monthly Bill After Leak Adjustment Applied	
Base Rate	$35.62
Gallonage Charge	$55.40
Subtract Leak Adjustment	($27.84)
Final Total Bill After Leak Adjustment	**$63.18**

iii. During this process, your account will be protected to prevent late fee penalties and disconnection for nonpayment.

b. GVSUD may grant one (1) leak adjustment, per account, per calendar year.

c. If the customer's account is not eligible for a leak adjustment, GVSUD may offer a payment plan.

22. **Meter Tampering and Diversion.** For purposes of this Section, meter tampering, bypassing, or diversion shall all be defined as tampering with the District's meter or equipment and are prohibited. Included shall be acts of diversion such as removing a locking or shut-off device used by the District to discontinue service, physically disorienting the meter, attaching objects to the meter to divert or bypass service, inserting objects into the meter and other electrical and mechanical means of tampering with or bypassing service. The burden of proof of meter tampering is on the District. Photographic evidence or any other reliable and credible evidence may be used. Any evidence shall be accompanied by a sworn affidavit by the District staff when any action regarding meter tampering as provided for in this Section is initiated. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services of the District shall be subject to prosecution to the extent allowed by law. Such tampering shall result in the removal of the meter service. Anyone desiring water service at such

location shall pay all charges incurred in the removal of meter, prosecution of the offense and shall pay the actual charge for the installation of a new meter then in effect.

23. **Meter Relocation.** Relocation of services shall be allowed by the District provided that:

    a. An Easement for the proposed location has been granted to the District;

    b. The property of the new location requested is owned by the current Customer of the meter to be moved and the existing tap location is on property contiguous to the proposed tap location;

    c. The Customer pays the actual costs of relocation plus administrative fees per the service review, and; Service capacity is available for the proposed location.

24. **Prohibition of Multiple Connections to a Single Tap.** No more than one (1) residential, commercial, or industrial service connection is allowed per meter (30 TAC 290.44(d)(4)). In order that the District may maintain adequate records of the actual number of users on the system, assure compliance with the Texas Department of Health Rules and Regulations on minimum service standards, and ensure that the District's metering device is adequately sized for proper flow and accurate measurement of water, all connections of any dwelling, household, business, and/or water-consuming establishment currently receiving or planning to receive water service, either directly or indirectly from the District's water system, shall individually apply for service under the rules of this Operations Policy. Upon written notice by the District, a customer having more than one (1) connection to a tap shall have no more than sixty (60) days from said notice to correct the infraction. If they do not comply, water service to their meter will be discontinued until the facilities are brought into compliance with the law and this Operations Policy. A Service Trip Fee will be charged in addition to the cost of the additional meter(s). An exception to said policy shall be permitted in a subdivision platted for commercial, light industrial, warehouses or for recreational use such as for aircraft hangars, all being non-residential uses with no indoor plumbing. If such lots are less than one-half acre in size, they are ineligible by County standards for a septic tank/wastewater system. One meter may be set from which up to five (5) such lots may be served. Such service shall be limited to outdoor faucets on each lot since indoor plumbing will not be permitted without an approved septic system. If a tract is large enough for an approved septic system, it is ineligible for this exception. Such exception shall be noted on the plat and in the Water System Service Agreement. It shall be clearly stated in the Deed and or deed restrictions of the subdivision. The location of the meter and additional services shall be approved by the District prior to installation. The owner of the lot on which the meter is set shall be responsible for payment of the installation and the total monthly water bill. Operations Policy Section 5 (21), "Bill Adjustment Due to Customer's Leak" shall not apply to meters set under this exception. The District may consider allowing an apartment building, multiple use facilities, or mobile home/RV park with five (5) or more units, to apply for a "Master Metered Account" and have a single meter as a Non-Standard Service. The Applicant shall be provided a copy of the TWC applicable chapters to inform them of their responsibilities as a water purveyor, under the law. Any unauthorized sub-metering or diversion of service shall be considered a Multiple Connection and be subject to disconnection of service.

25. **Customer's Responsibilities.**

a. The Customer shall provide access to the meter and/or wastewater service connection at all reasonable times for the purpose of reading, installing, checking, repairing, or replacing the meter or inspection of facilities. A key or gate code shall be provided for locked gates. If access to the meter is hindered or denied, preventing the reading of the meter, an estimated bill shall be rendered to the Customer for the month and a notice shall be sent, notifying that entrance could not be gained and that a key or gate code should be furnished, or the gate unlocked for each reading period. If access is denied for three (3) consecutive months after proper notification to the Customer, service shall be discontinued and the meter and/or wastewater service connection removed with no further notice.

b. The Customer or Customer representative shall be present and have access to the residence/business to make sure all water valves or faucets inside and out are properly closed before water meter is unlocked or service is turned on.

c. The Customer shall be responsible for compliance with all District, local, and State codes, requirements, and regulations concerning on-site service and plumbing facilities, especially with regard to the prevention of contaminants entering the potable water supply. (30 TAC 290.44)

    i. All water connections shall be designed to ensure against backflow or siphonage into the District's water supply. In particular, livestock water troughs shall be plumbed into the top of the trough with air space between the discharge and the water level in the trough. Service shall be discontinued without further notice when installations are found to be in violation of this regulation until such time as the violation is corrected. (30 TAC 290.44(h))
    ii. The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the District's facilities. (30 TAC 290.44(b)) Customer service pipelines shall be installed by the applicant and shall be a minimum SDR-26 PVC pipe.
    iii. All wastewater pipe and fittings used by the Customer to convey wastewater from upstream of the District cleanout that is located at the property line, from its source must be PVC with pipe stiffness equal to or greater than SDR-35 with a pressure rating equal to or greater than ASTM D3034, minimum sized 4-inch diameter pipe, and as required by the local governmental code. All wastewater and potable water service pipeline installations must be a minimum of nine (9) feet apart and meet all applicable TCEQ and plumbing standards for crossings, etc.
    iv. Water and/or wastewater service will be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation. The Customer shall bear the cost of correcting the violation and shall bear the cost of proving the absence of lead to the satisfaction of the District. When the violation is corrected, an inspection must be performed by the District, at the expense of the Customer, before service will be re-connected.

d. Customer having more than one (1) account shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per the Service Application and Agreement executed by the Customer. If a customer's service is disconnected for non-payment of one account, service will not be restored until all indebtedness to the District due and payable at that time for any account must be paid in full or differed payment plan executed as a condition of service restoration. Failure to satisfy the outstanding indebtedness on the delinquent account for more than thirty (30) days shall be grounds for termination of all accounts held by that Customer.

e. The District's ownership and maintenance responsibility of water supply and meter equipment shall end at the discharge side of the service meter. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the District shall be subject to charges as determined by the District's Board of Directors. The District's responsibility for the collection, treatment and disposal of water borne waste shall begin at the utility side of the connection between the utility's collection lines and the customer's service line between the point of connection and the premises generating the waste stream.

f. The District shall require each Customer to provide a cut-off valve on the Customer's side of the meter for purposes of isolating the Customer's service pipeline and plumbing facilities from the District's water pressure. The Customer's use of the District's cut-off valve for such purposes is prohibited. Any damage to the District's equipment shall be subject to service charges.

SECTION 6 – NON-STANDARD SERVICE REQUIREMENTS

1. **District's Limitations.** All Applicants must recognize that the District must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness. The District is not required to extend retail utility service to an Applicant in a subdivision where the responsible party (Applicant or Developer) of the applicable property (subdivision) has failed to comply with the terms of this Policy. [See Texas Water Code 13.2502] The District has been created to provide only those beneficial public services set forth in TWC 65.012(a) – water service and (c) – wastewater service. The District may not and does not purport to provide any other public services or to engage in any other business activities even though those additional activities may otherwise be lawful in the State of Texas.

2. **Purpose.** The purpose of this Section is to outline the governing procedures for non-standard service. For the purposes of this Policy, applications subject to this Section shall be defined as Non-Standard services. This section provides a condensed outline of the entire NSSA process.

3. **Application of Rules.** This Section may be altered or suspended for cause when applied to planned facility expansions for which the District extends its indebtedness. The Board of Directors of the District shall interpret, on an individual case basis, whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

4. **Non-Standard Service Application.** The Applicant shall meet the following requirements prior to the initiation of a Service Agreement by the District:

    a. The Applicant shall provide the District the application fee and a completed application for non-standard service with all supporting documents to email developer@gvsud.org.

    b. The District will notify the applicant when the Application is approved within 20 working days of receipt of a completed application.

5. **Feasibility Study.** After the application is approved, a Feasibility Study shall be processed as follows.

    a. The applicant will be invoiced from the District Development Department to pay the Feasibility Study Fee as defined in Section 3 and shall be paid to the District to cover initial administrative, legal, and engineering fees. Any additional expenses incurred to the District as a result of efforts for the study shall be paid by the Applicant.

    b. Using the information as provided and approved in the application packet, the district will provide the applicant a study within 4 to 6 weeks following receipt of the Feasibility Study Fee. The study shall outline the feasibility for the District to provide service to the location requested. The feasibility information shall contain land use projections, existing District infrastructure, impact to distribution or collection systems and facilities, hydraulics, storage and/or treatment projections, fire flows for water, GIS exhibit(s), easement certification, estimated costs, and conclusions and recommendations.

    c. If the Feasibility Study determines that the Applicant's service request is for property outside the area dedicated in the District's CCN, service may be extended at the discretion of the District Board of Directors, provided that:

        i. The service location is contiguous to or within one-fourth (1/4) mile of the District's Certificated Service Area,

ii. The service location is not in an area receiving similar service from another utility holding a CCN for that area, or

iii. The holder of a CCN for the service location cannot serve the site and gives written approval for the District to provide service.

d. The Feasibility Study will be transmitted to the applicant via email for approval. The approval shall be provided by the applicant to the District development department. The applicant's approval of the Feasibility Study Transmittal will begin the Non-Standard Service Agreement process. The Feasibility Study expires six months after the transmittal date. If the Feasibility Study Transmittal is not approved prior to its expiration, then all of the application and all associated documents to include the Feasibility Study will be considered null and void.

6. **Non-Standard Service Agreement.** All applicants subject to this Section shall enter into a written Water or Wastewater System Non-Standard Service Agreement. After the Feasibility Study is approved by the applicant, the applicant may elect to move forward with their development per the terms outlined in the approved Feasibility Study by entering into a Non-Standard Service Agreement. Said Agreement also known as the contract, shall define the terms of service prior to District review or acceptance of platting, easements, plan designs, plan reviews, and construction of required service facilities.

a. Guidelines for the Service Agreement may include, but are not limited to the definition of:

i. All costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid;

ii. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project;

iii. Impact Fees to defray the costs of providing and replacing the system facilities which may be required because of this request for service, in addition to other costs required under this Section;

iv. Water acquisition fee, i.e., a charge or assessment imposed by the District for new development and or customer in order to pay debt services or recoup the costs for water, charged for each meter equivalent or EDU or LUE for which service has been requested;

v. Monthly Service Availability Charges as applicable to the service request;

vi. Terms by which reserved service shall be provided to the Applicant and duration of reserved service with respect to the impact the Applicant's service request will have upon the District's system capability to meet other service requests;

vii. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in providing service;

viii. Terms by which the Applicant shall be reimbursed for line extension costs when another Applicant receives service, benefiting from said line extension;

ix. Terms by which the District shall administer the Applicant's project with respect to:

1. Design of the Applicant's service facilities,
2. Securing and qualifying bids,
3. Execution of the Service Agreement,
4. Selection of a qualified bidder for construction,
5. Dispensing advanced funds for construction of facilities required for the Applicant's service,
6. Inspecting construction of facilities, and
7. Testing facilities and closing the project.
8. Terms by which the Applicant shall indemnify the District from all third-party claims or lawsuits in connection with the project contemplated;

x. Terms by which the Applicant shall deed all constructed facilities to the District and by which the District shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project;

xi. Terms by which the Applicant shall grant title or easement of right of ways, constructed facilities, and facility sites and/or terms by which the Applicant shall provide for the securing of required right of ways and sites; and

xii. Terms by which the Board of Directors shall review and approve the Service Agreement pursuant to current rules, regulations, and District by-laws.

b. Limitation on Feasibility Studies and/or Service Offer. The Board of Directors reserves the right to limit the term of any Feasibility Study, or hydraulic study or service and the terms of an offer to provide utility service under these Policies in order to optimize the allocation of scarce District resources to ensure continuous and adequate retail utility service throughout the District. Henceforth the terms of any Feasibility Study, hydraulic study, and/or the terms of a Board-approved offer or Service Agreement to provide utility service shall be limited to six (6) months from the date of Board approval. If the Applicant has not executed all required contracts, deeds, and assignments and paid all moneys due as a precondition of service before the expiration of this six (6) month period, the service offer and all District resources being committed hereunder are withdrawn and the Applicant shall be required to start the service process anew. That Applicant shall have no residual rights for service from or to the resources of the district by virtue of his/her earliest application. All outstanding Feasibility Studies and Board-approved service offers older than six (6) months that have not been finalized by the execution of service extension contract plus the applicant's payment of all costs and/or transfer of all real or personal property required by that contract shall be deemed to be withdrawn and void.

c. The time to finalize a Service Agreement for presentation to the District's Board of Directors is, under normal circumstances, four to six weeks.

d. The District's Board of Directors will be presented the Non-Standard Service Agreement for approval at Board of Directors meeting.

e. The applicant shall be notified of the Board of Director's decision and if approved, provided the approved Non-Standard Service Agreement via email transmittal for execution. The agreement shall expire six months after the date of transmittal.

7. **Non-standard Service Agreement Execution.** After the execution of the Non-Standard Service Agreement, the developer and its representatives, to include the developer engineer, may begin the approval process for development related plans, plats, and easements as assigned per the executed Agreement. All submittals from the developer, developer engineer, or designated developer representative shall be submitted to the District's Engineer and Project Coordinator. The District Engineer or a District assigned engineering consultant representative shall be designated to review the submitted documents.

    a. Fees and services incurred to the District per the terms of this policy and the NSSA shall be invoiced to the developer from the District and collected from the developer to the District for the duration of the development in a timely manner.

    b. Any offsite easements needed as outlined in the NSSA shall begin the easement acquisition process per the terms of the NSSA. Coordination of timing and milestone events of easement acquisitions are required between the District and the developer.

    c. All submittals from the developer engineer or developers designated representative shall require District approval. Review time for each submittal or resubmittal to the District is approximately two weeks under normal circumstances.

    d. The developer plan submittal shall include a digital copy of plans, plats, and easements if needed (hard copies may be needed upon request). The District Project Coordinator shall receive and log-in the plan review package from the developer engineer or developers designated representative and will coordinate the plan review.

        i. Plans, plats, and easements submitted by the developer shall meet the requirements as outlined in the NSSA and per the District's current Operations Policy, including all policies and current development standards at the time of review.

        ii. The District Engineer or assigned engineering consultant conducts plan reviews and all plan resubmittals directly with the developer engineer. The District Project Coordinator shall be copied on all electronic communications between the Developer Engineer and District assigned engineering consultant.

        iii. The District shall review, approve, and finalize all developer plans with a conformed stamp applied to all applicable District plan sheets and a plan acceptance letter. Prior to final plan acceptance the following condition shall be met:

            1. TCEQ Pre-approval – The developer engineer shall provide the District a TCEQ plan preapproval letter prior to District acceptance.

            2. The District Project Coordinator will invoice the developer for all professional services and any other monies due to date.

            3. Once monies are paid, the District Project Coordinator will provide the developer and developer engineer a plan acceptance letter.

            4. The developer engineer shall provide the District Project Coordinator hard copy plans, TCEQ approval letter, and other requirements as specified in the acceptance letter prior to the

developer contractor requesting a preconstruction meeting with the assigned inspector.

5. Construction – A pre-construction meeting must be scheduled between District inspections, contractors, and engineers prior to construction per current District development standards.
6. Final Field Acceptance – the “as built” package and pre-walk through are required to be completed prior to final field acceptance.
7. TCEQ Final approval – Developer engineer shall provide the District with final acceptance letter, if necessary.
8. Dedication of Infrastructure and Certificate of Acceptance – Final acceptance documents executed by Developer and District.

e. The District Engineer shall design and finalize all District plans for offsite service facilities to the development as outlined in the NSSA or review and approve the Applicant’s design for the Applicant’s requested service in accordance with the District’s specifications and the TCEQ’s Public Drinking Water Supply Rules (30 TAC Chapter 290, Subchapters D and F). If the property lies within the enforced extra territorial jurisdiction of a municipality, the service facilities may be designed to that certain City’s codes and specifications if the City has provided the District with appropriate notice of this requirement and agrees to review submitted plans in a timely manner. (TWC 65.016)

f. The District reserves the right to upgrade designs of service facilities to meet future demands, provided however, that the District pays the expense of such upgrading above the Applicant’s facility requirements.

g. Property and Right of Way Acquisition. The District shall require private right of way easements on private property for the construction of water and wastewater facilities according to the following conditions: If the District determines that right of way easements or facility sites outside the Applicant’s property are required, the District shall require the Applicant to reimburse the District all fees for the acquisition to secure easements or title to facility sites. All right of way easements and property titles shall be researched, validated, and filed by the District at the expense of the Applicant. The Applicant may request the District Board of Directors to authorize the use of the District’s powers of eminent domain to acquire the easements. If the District Board agrees to exercise these powers, the Applicant shall deposit a sum in escrow for the benefit of the District to cover any costs incurred in the condemnation process, including for illustration purposes but not limited to attorneys’, appraisers’, and consultants’ fees that the District may be required to pay; the anticipated condemnation award; surveying costs; and filing fees. While the District agrees to consult with the Applicant on the progress of the condemnation, the power to make all decisions to any condemnation actions in the District’s name shall be vested exclusively in the District’s Board of Directors. The Applicant shall be required to pay all costs awarded to the landowner or incurred by the District not covered by the deposit within ten (10) business days of the presentation of an invoice for the same. Notwithstanding any provision herein to the contrary, the District may withhold service to the Applicant or his property until all expenses and awards associated with the condemnation process are satisfied.

h. All facilities installed in public right of way on behalf of the Applicant, due to inability to secure private right of way easements, shall be subject to costs equal to the original cost of facility installation for those facilities in public right of ways, plus the estimated cost of future relocation to private right of ways, provided however, that funds will not be received at a later date from other sources for such relocation.

i. The District shall require an exclusive distribution pipeline or other dedicated right of way easements on, in, and across the Applicant's property (as required by the size of the planned facilities and as determined by the District engineer) and simple fee title to property required for other on-site facilities. There may not be any overlap with roadway dedications, other public utility easements, or other property dedications. The Applicant must covenant that they will not subsequently grant any future property interest that conflict with the District's easements or titles.

j. If the Applicant is subsequently found to have granted any real property interest that conflicts with the District's exclusive easement and/or the utility facilities located therein, the Applicant shall bear all costs of relocating the District's facilities in a relocated easement, if necessary.

k. The Applicant shall grant the District a separate ingress-egress easement into and across the property as a whole (the subdivision) to allow District personnel to service any and all water utility plant that may be constructed, operated, and maintained on the property. This latter easement shall terminate only when the last item of District utility plant is permanently removed from public service.

l. Easements and facilities sites shall be prepared for the construction of the District's pipelines and facility installations in accordance with the District's requirements and at the expense of the Applicant. All costs of any kind incurred by the District to bring utility service to the Applicant in sufficient quantities to comply with TCEQ rules while meeting anticipated local demand consistent with the type of development proposed by the Applicant shall be borne by the Applicant. The District shall only pay for over-sizing plant meant to serve other District customers or future customers outside of the Applicant's property.

8. **Bids for Construction.** The District's Engineer or designated consultant engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available with or without charge, to prospective bidders. Although the District reserves the right to reject any bid or contractor, the District shall generally award the contract to the lowest and technically acceptable bidder, in accordance with the following criteria:

    a. The Applicant shall sign the Service Agreement, noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;

    b. The Contractor shall provide an adequate bid bond under terms acceptable to the District;

    c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the District;

    d. The Contractor shall supply favorable references acceptable to the District;

    e. The Contractor shall qualify with the District as competent to complete the project; and

f. The Contractor shall provide adequate certificates of insurance as required by the District.

9. **Pre-Payment for Construction and Service.** After the Applicant has executed the Service Agreement, the Applicant shall pay to the District all costs necessary for completion of the project prior to construction and in accordance with the terms of the Service Agreement. These funds shall be escrowed and unless otherwise agreed to by the Applicant, shall only be expended on the costs of providing retail water or wastewater utility services to the Applicant's property. Any funds that remain after the constructed facilities are placed into permanent operation shall be refunded to the Applicant.

10. **Construction.**

    a. All work involving public right of way shall be completed pursuant to applicable authority's standards prior to facility construction to avoid future problems resulting from road right of way completion and excavation. Subject to approval of the requisite authority, road sleeves for the placement of water lines may be installed prior to road construction to avoid damage during construction of Applicant's facilities.

    b. The District's employees and/or engineer shall inspect the facilities under construction to ensure that District's standards are achieved; Construction plans and specifications shall be strictly adhered to, but the District reserves the right to change-order any specifications, due to unforeseen circumstances.

    c. All change-order amounts shall be charged to and paid by the Applicant.

11. **Service Within Subdivisions.** The District's obligation to provide water service to any customer located within a subdivision governed by this Section is strictly limited to the Non-Standard Service specified by the Applicant. The purchaser of any lots who does not receive service because this service has not been specified or paid for by the Applicant shall have no recourse to the District but may have recourse to the Applicant/Developer by paying a prorated share of the costs for such service.

12. **Water for Construction.** Water needed for construction of the water mains, roads or buildings will be provided by the District through a metered connection, as a cost to the Developer, at the point of entry and as specified by the District. All water required for construction in the Subdivision will be purchased at current rates by the Developer. The construction water is subject to restrictions per the District Drought & Conservation Contingency Plan Policies.

SECTION 7 – RATES AND SERVICE FEES

Unless specifically defined in this Operations Policy, all fees, rates, and charges as herein stated shall be non-refundable.

1. **Application Fee (Standard and Non-standard Service Applications).** The fee for the receipt, review, and processing of one each standard or non-standard service application is $200.00 due with the submission of each application. The district will determine at this time which type of application is most applicable for the applicant.
2. **Feasibility Study Fee.** All Non-Standard Service Applications shall be subject to a Feasibility Study Fee in the amount of $3,000.00 for each development. This fee is due upon submittal of the application and will be invoiced by the District. This fee is intended to cover all administration and engineering fees associated with the feasibility of the District's ability to deliver service to the applicant. Water, wastewater, and reclaimed water are considered separate projects.
3. **Deposit.** At the time a Standard Service Application is submitted for an existing meter, a minimum deposit of $150.00 must be paid. Deposits will be waived for all military (active duty and veteran) and first responders (police, fire, EMS; current or retired) with valid form of photo identification.
4. **Installation Fee.** The District shall charge an installation fee for water service as follows:
    a. Standard Service installation fee shall include all current labor, materials, engineering, surveying, legal, customer service inspection, and administrative costs necessary to provide individual metered water service and shall be charged on a per meter basis. The installation fee shall be quoted to the Applicant. The base Installation Fee for a 5/8" meter service is $800.00 plus the actual costs of additional labor and material as quoted to the customer. Figure 7-2 lists installation fees for all meter sizes.
    b. Non-Standard Service shall include any and all construction labor and materials, inspection, administration, legal, engineering, front-end Capital Contribution, and monthly Service Availability Charges as determined by the District.
    c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocation, extensions, or modifications.
5. **Impact Fees.** In addition to the Installation charges, the Applicant shall be required to achieve parity with existing Customers by contributing an Impact Fee in an amount projected to defray the cost of providing and up-grading system facilities to meet growth demands created by adding customers. This fee shall be assessed and paid upon the installation of the service meter. The Impact Fee, as approved by the TCEQ, is $7,423 per EDU or LUE. The impact fee is subject to change upon application by the District to the TCEQ. The impact fee approved by the TCEQ and adopted by the District board of directors in effect at the time the fee becomes due and owing to the District shall control.
6. **Water Acquisition Fee.** In addition to the Installation, and Impact Fee charges, Non-standard service applicants shall be required to pay a Water Acquisition Fee. The Water Acquisition Fee is assessed and paid upon NSSA execution. The current amount of the Water Acquisition Fee is $7,480.77 per EDU or LUE.
7. **Water Service Monthly Charges.** The Service Availability Charge for metered water service is based on demand by meter size. Each charge is assessed based on the number of 5/8" x 3/4" meters (as per AWWA maximum continuous flow specifications) equivalent to the size

indicated and is used as a base multiplier for the minimum monthly charge and allowable gallonage. A Master Meter application shall be charged a Fixed Monthly Rate based on the meter size equivalency, times the number of units being served.

8. **Wastewater Service Monthly Charges.** The Service Availability Charge for meter wastewater services is based on demand by meter size. Each charge is assessed based on the number of 5/8" x ¾" meters equivalent to the size indicated and is used as a base multiplier for the minimum monthly charge and allowable gallonage.
9. **Wastewater Connection Fee.** In addition to any wastewater monthly charges, each application for wastewater service to a new development located within that portion of the District's sewer CCN No. 20973 that is also within the Martinez sewershed shall be required to pay a Wastewater Connection Fee. The current amount of the Wastewater Connection Fee is within the Martinez sewershed is $6,650.00 per EDU or LUE.
10. **Sewer CIAC Fee.** In addition to any wastewater service monthly charges, each applicant for wastewater service to a new development located within that portion of the District's sewer CCN No. 20973 that is also within the Santa Clara Creek sewershed shall be required to pay a Sewer CIAC Fee. Applicants are likewise required to pay a Sewer CIAC fee for the sewershed served by the Cibolo Creek Municipal Authority (CCMA).
11. **Late Payment Fee.** If a bill for water and/or wastewater is not paid on or before the tenth (10th day) of the month following the billing month, it shall be deemed delinquent and ten percent (10%) of the total amount of the bill shall be added as a penalty for late payment. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing but shall be applied to any unpaid balance during the current billing period.
12. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the District for payment of services provided for in this Operations Policy, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of $25.00.
13. **Service Trip Fees.** The District shall charge a fee of $50.00 at the time a crew is dispatched for disconnecting, re-connecting, locking, or unlocking service during normal working hours, and for locking a meter due to a delinquent account. After hours, the charge is $75.00.
14. **Equipment Damage Fee.** If the District's facilities or equipment have been damaged or altered by tampering, bypassing, installing unauthorized taps, re-connecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, equipment, and other actions necessary to correct same. If the District's facilities or equipment have been damaged due to negligence or unauthorized use of the District's equipment, ROW, or meter shut off valve, or due to acts for which the District incurs losses or damages, the Customer shall be liable for all labor and material charges incurred as a result of said acts or negligence.
15. **Meter Test Fee.** The District shall test, or cause to be tested, a Customer's meter upon written request from the Customer. Customer shall be charged the District's actual cost of meter testing provided by the District's meter testing vendor, including all freight charges. The District shall charge a $50.00 service trip fee to customer for removing and replacing the meter.
16. **Meter Relocate Fee.** A request to move a meter from one location to another must be reviewed by the District. Should the move be feasible, a fee of $400.00 plus actual costs of labor and materials

17. **Customer Service Inspection Fee.** A fee of $75.00 will be assessed each Applicant for the required inspection before permanent continuous service is provided.
18. **Inspection Fees (Contractor Weekends and Holidays).** A fee of $150.00 per hour with a minimum of 4 hours on all approved weekend and/or holiday inspection work by contractors.
19. **Information Disclosure Fees.** All public information except that which has been individually requested as confidential shall be available to the public for a fee to be determined by the District based on the level of service and costs to provide such information, but not to be inconsistent with the terms of the Texas Public Information Act. (Chapter 552, Texas Government Code)
20. **Private Fire Line Fee.** The District shall charge a fee of $5,000.00, or the actual cost of the private fire line together with any and all other actual costs associated, whichever is greater, for each private fire line requested.
21. **Public Fire Hydrant Fee.** The District shall charge a fee of $5,000.00, or the actual cost of the fire hydrant together with any and all other actual costs associated, whichever is greater, for each fire hydrant requested.
22. **Fire Flow Test Fee.** The District shall charge a fee of $200.00 plus the actual cost for each fire flow test from either a third-party tester or District staff of a District fire hydrant as requested.
23. **CCN Release or Transfer Fee.** The Board of Directors have full discretion to negotiate and require payment of an agreed upon fee for the release and/or transfer of an area of the Districts CCNs.
24. **Backflow Inspection Testing Fee.** The District shall charge a fee of $200.00 per test for 2" and smaller devices. $500.00 per test for 3" and larger devices. Tests as coordinated by District staff.
25. **Additional Assessments.** In the event any federal, state, or local government imposes on the District a "per meter" fee, or an assessment based on a percent of water charges, this fee or assessment will be billed and collected as a pass-through charge to the customer.
26. **Other Fees.** All services outside the normal scope of the utility operations, which the District may be compelled to provide at the request of a Customer, shall be charged to the recipient based on the cost of providing such service. Estimated charges will be calculated using Figure 7.3 (GVSUD Service Fee Rates) and provided to the customer for approval prior to any work being conducted.
27. **Data Logs.** The District shall data log a Customer's meter upon request from the Customer. The Customer will receive a one-time data log per year at no cost to the customer. The District shall charge a $50.00 fee for each additional data log request, payable at time of request.
28. **Winter Averaging for Wastewater Billing.** A Winter Average Rate is based on a household's water consumption during the cooler winter months of December, January & February when usage is typically lower. A customer becomes eligible for a winter average once they have established usage for the winter average months of December, January & February. The 3 winter average months are added together and then divided by 3 to establish the winter average. This winter average will be charged to your account for the next 12 months. Winter Averages are calculated each year on March 1st. If a customer experiences a leak during the winter average months of December, January & February, GVSUD may adjust the customer's winter average to the previously established winter average, or place the account back on the Flat Rate until the next winter averaging period.

FIGURE 7.1 – WATER AND WASTEWATER RATES

Residential
Monthly Base Rate

Meter Size	
5/8"	$ 35.62
3/4"	$ 53.44
1"	$ 89.04
1 1/2"	$ 178.09
2"	$ 356.18

Gallonage rate per thousand

1-2000 gallons	$ 2.76
2, 001-5,000 gallons	$ 5.51
5,001-10,000 gallons	$ 7.18
10,001-15,000 gallons	$ 8.98
15,001-25,000 gallons	$ 11.02
25,001-50,000 gallons	$ 14.65
50,001+ gallons	$ 18.49

Special Use / Ag Rate
Monthly Base Rate

Meter Size	
5/8"	$ 35.62
3/4"	$ 53.44
1"	$ 89.04
1 1/2"	$ 178.09
2"	$ 356.18

Gallonage rate per thousand

1-2000 gallons	$ 2.76
2,001-5,000 gallons	$ 5.51
5,001-10,000 gallons	$ 7.18
10,001-15,000 gallons	$ 8.98
15,001-25,000 gallons	$ 11.13
25,001-50,000 gallons	$ 5.64
50,001-200,000 gallons	$ 7.56
200,001-300,000 gallons	$ 9.14
300,001-500,000 gallons	$ 11.82
500,001+ gallons	$ 14.65

Commercial / Industrial
Monthly Base Rate

Meter Size	
1"	$ 103.86
1 1/2"	$ 207.72
2"	$ 415.44
3"	$ 727.02
4"	$ 1,246.31
6"	$ 2,835.78
8"	$ 6,107.82
10"	$ 9,161.73
12"	$ 11,561.24

Gallonage rate per thousand

1-50,000 gallons	$ 5.86
50,001-200,000 gallons	$ 7.91
200,001-300,000 gallons	$ 9.66
300,001-500,000 gallons	$ 12.62
500,001+ gallons	$ 15.92

Fire Hydrant Meter
Monthly Base Rate

3"	$ 740.68

Gallonage rate per thousand

1-100,000 gallons	$ 7.39
100,001-200,000 gallons	$ 9.33
200,001-300,000 gallons	$ 11.57
300,001-500,000 gallons	$ 15.50
500,001+ gallons	$ 19.73

Wastewater (Sewer) Rates

GVSUD - SANTA CLARA & CLEARWATER CREEK

Flat Rate ..... $ 77.40
Based on 6,000 gallons until winter average is established (Dec, Jan & Feb)
Winter Average Base Rate..... $ 30.36
Gallonage rate per thousand..... $ 7.84

Effective September 1, 2026

GBRA - Guadalupe Blanco River Authority

Flat Rate Residential ..... $ 82.40
Based on 4,800 gallons until winter average is established (Dec, Jan & Feb)
10,000 gallon maximum
Winter Average Base Rate ..... $ 68.00
Gallonage rate per thousand ..... $ 3.00

Commercial Rate ..... $ 68.00
Gallonage rate per thousand ..... $ 3.00

RV Park Rate
Gallonage rate per thousand $13.28

SARA- San Antonio River Authority

Flat Rate Residential ..... $ 68.66
Until winter average is established (Dec,Jan & Feb)
Winter Average Base Rate ..... $ 39.14
Gallonage rate per thousand ..... $ 4.13

CITY OF CIBOLO

Flat Rate Residential ..... $ 39.60
Based on 6,000 gallons until winter average is established (Dec, Jan & Feb)

Winter Average Rate - Includes 3000 gallons $ 21.12
Gallonage rate per thousand..... $ 6.16

Commercial - Includes 3000 gallons..... $ 26.26
Gallonage rate per thousand..... $ 6.16

Harvest Hills ..... $ 43.05
Zipp Rd Utilities ..... $ 81.60

FIGURE 7.2 – SUMMARY OF FEES TABLE

CATEGORY	FEE	Additional Information/ Comments
Application Fee	$200.00	Per Application (Standard Service and Non-standard Service)
Feasibility Study Fee	$3,000.00	Per Application (Water, Wastewater, Reclaimed Water)
Deposit	$150.00	
Fire Hydrant Meter Deposit	$2500.00	
Installation Fee – 5/8" Meter	$800.00	Plus the cost of actual materials and labor as quoted per the Service Review for Standard Service Agreements and/or Plus additional costs as determined by the Non-standard Service Agreement
Installation Fee – 3/4" Meter	$985.00	Plus the cost of actual materials and labor as quoted per the Service Review for Standard Service Agreements and/or Plus additional costs as determined by the Non-standard Service Agreement
Installation Fee – 1" Meter	$985.00	Plus the cost of actual materials and labor as quoted per the Service Review for Standard Service Agreements and/or Plus additional costs as determined by the Non-standard Service Agreement
Installation Fee – 1 1/2" Meter	$1,185.00	Plus the cost of actual materials and labor as quoted per the Service Review for Standard Service Agreements and/or Plus additional costs as determined by the Non-standard Service Agreement
Installation Fee – 2" Meter	$1,285.00	Plus the cost of actual materials and labor as quoted per the Service Review for Standard Service Agreements and/or Plus additional costs as determined by the Non-standard Service Agreement
Installation Fee – 3" Meter	$1,985.00	Plus the cost of actual materials and labor as quoted per the Service Review for Standard Service Agreements and/or Plus additional costs as determined by the Non-standard Service Agreement
Impact Fee	$7,423.00	Per EDU/LUE due upon meter set.
Water Acquisition Fee	$7,480.77	Per EDU/LUE due in accordance with NSSA
Wastewater Connection Fee	$6,650.00	Per EDU/LUE. Wastewater Connection Fee only applies to the Martinez Creek Sewer shed serviced by San Antonio River Authority (SARA)
Santa Clara Sewer CIAC Fee	$7,983.67	Per EDU/LUE (applicable to Santa Clara Creek ONLY)
Clearwater Creek Sewer CIAC Fee	$7.904.69	Per EDU/LUE (applicable to Clearwater Creek ONLY)
CCMA South Plant CIAC Fee	$8,277.21	Per EDU/LUE (not applicable to Martinez Creek); CCMA Impact fee of $2,300.00 included
Late Payment Fee	10.00%	10% of delinquent bill
Returned Check Fee	$25.00	
Service Fee	$50.00	After hours $75

CATEGORY	FEE	Additional Information/ Comments
Equipment Damage Fee	Per Estimate	
Meter Test Fee	$50.00	Plus actual costs of District's meter testing vendor
Meter Relocate Fee	$400.00	Plus actual costs of labor and materials as determined by the Service Review
Customer Service Inspection Fee	$75.00	
Inspection Fees (Contractor Weekends and Holidays)	$150.00	Per 4-hours
Information Disclosure Fee	Per Estimate	
Fire Flow Test Fee	$200.00	Per Test Plus the actual costs from the District's Vendor
CCN Release or Transfer Fee	Varies	Fee will be assessed by the Board of Directors at the time of request
Backflow Inspection Testing Fee	$200.00	Per 2" and smaller; $500.00 per 3" and larger
Data Log Fee	$50.00	Per request

FIGURE 7.3 – GVSUD Service Fee Rates

Administration Fee - $300 Flat Rate

Fee covers all associated time, labor, and preparation work necessary for each job as well any associated test necessary due to the work conducted

Labor Costs:

1. Tech 1-2 - $40 per hour/per employee with one (1) hour minimum
2. Tech 3 - $50 per hour/per employee with one (1) hour minimum
3. Foreman - $50 per hour with one (1) hour minimum
4. Superintendent - $60 per hour with one (1) hour minimum

*** After normal operating hours = Rate + 25%***

Operational Vehicles:

1. Light Service Truck - $80 per hour
2. Operation Service Truck - $120 per hour
3. Dump Truck - $120 per hour
4. Equipment Hauling Truck - $175 per delivery/retrieval

Equipment and Parts:

1. Parts - Actual Cost
2. Mini Excavator/Backhoe - $65 per hour
3. Skid Steer/Sweeper - $65 per hour

Equipment is billed in hour increments



INVESTMENT POLICY OF

GREEN VALLEY SPECIAL UTILITY DISTRICT

Approved by the Board on August 28, 2025

GREEN VALLEY SPECIAL UTILITY DISTRICT
INVESTMENT POLICY

1. Policy Statement

This policy is designed to serve as a guideline for the investment of all Green Valley Special Utility District's (GVSUD) funds by the individuals designated by the Board of Directors as having the authority and responsibility for making such investments. This policy reflects the concept that GVSUD, by law, manages funds defined as public funds.

This policy serves to satisfy the statutory requirements of Texas Government Code Chapter 2256 (The Public Funds Investment Act, as amended, "PFIA") to define and adopt a formal investment policy. See Attachment A: Certification of Board Action to Approve Investment Policy. This policy will be reviewed and approved by the Board of Directors at least annually according to Section 2256.005(e).

GVSUD's excess funds shall be kept invested until required for payment of operating and maintenance expenses, debt service, construction costs, claims not covered by insurance, or any other debt or amount rightfully due and owed.

2. Scope

This investment policy applies to all financial assets of all funds of GVSUD at the present time and any funds to be created in the future. Should bond covenants be more restrictive than this policy, funds shall be invested in full compliance with those restrictions. Arbitrage regulations shall be strictly observed.

3. General Objectives

Investments shall be made with the primary objectives of:

- Safety and preservation of principal
- Maintenance of sufficient liquidity to meet operating needs
- Maximization of yield on the portfolio
- Public trust from prudent investment activities

Ratings shall be monitored using nationally recognized financial information sources, including actions published on rating agency websites. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

4. Standard of Care

In accordance with Chapter 2256, Sec. 2256.006(a-b), (a) investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

(1) preservation and safety of principal;

(2) liquidity; and
(3) yield.

(a) In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

(b) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and

(c) whether the investment decision was consistent with the written investment policy

5. Investment Officers

In accordance with Chapter 2256, Sec. 2256.005(f), the Board shall designate Investment Officers as stated in *Attachment B: Certification of Board Action to Designate Authorized Investment Officers.* Each of the employees designated to serve as Investment Officers shall be covered by a Crime Policy at a level of not less than $200,000, and will serve under the direction and authority of the Board.

If an Investment Officer has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual, seeking to sell an investment to GVSUD, the Investment Officer must file a statement disclosing that personal business interest -- or relationship -- with the Texas Ethics Commission and the Board of Directors in accordance with Government Code 2256.005(i).

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment programs, or which could impair their ability to make impartial investment decisions. Investment Officers shall subordinate their personal investment transactions to those of GVSUD, particularly with regard to the timing of purchases and sales.

The Investment Officers, pursuant to the delegation and authority of the Board, shall direct the investment program of GVSUD. No person may engage in an investment transaction except as provided under the terms of this policy.

The Investment Officers have the authority to purchase or sell, or contract to purchase or sell, any approved securities without limitation as to dollar amount within the scope of authorized investments.

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

6. Capability of Investment Management

The District shall provide periodic training in investments for the investment personnel through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the District's investment personnel making investment decisions in compliance with the PFIA 2256.005(b)(3).

7. Investment Training

Investment training is required for all investment officers. Training must be received from an independent source and must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with PFIA 2256.008. The investment officers must complete 6 hours of initial training within 12 months of assuming duties and 4 hours of renewal training every 2 fiscal years following the initial training.

8. Investment Policy Certificate

In accordance with PFIA2256.005(k-l) a written copy of the investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of this document "business organization" means an investment pool or investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio that has accepted authority granted by the entity under the contract to exercise investment discretion in regard to the investing entity's funds. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

(1) received and reviewed the investment policy of the entity; and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization:

- (a) is dependent on an analysis of the makeup of the entity's entire portfolio;
- (b) requires an interpretation of subjective investment standards; or
- (c) relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument required.

9. Selection of Authorized Brokers

GVUSD shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transitions in accordance with PFIA 2256.025

10. Collateral or Insurance

GVSUD Investment Officers shall insure that all funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract in one or more of the following manners:

(1) FDIC Coverage.

(2) Obligations of the US Government its agencies and instrumentalities including mortgage-backed securities.

(3) Obligations of any US State, its agencies and subdivisions, rated A by at least one nationally recognized rating agency.

To the extent not covered by the FDIC, funds held at a financial institution shall be collateralized at all times. The third party custodian which holds securities and collateral shall clearly mark on the receipt with the District's name. Investment securities pledged as collateral shall at all times be at least equivalent to 102% in aggregate market value, excluding accrued interest, of the amount of funds on deposit plus interest accrued to the extent not covered by the FDIC. Depository shall provide a monthly report of collateral. On a monthly basis, GVSUD will review investment securities pledged as collateral to ensure that sufficient collateral has been posted.

11. Investment Objectives

GVSUD's primary investment objectives, in order of priority, are to select securities which (1) preserve and protect the principal, (2) provide adequate liquidity, and (3) earn a competitive rate of return. Security selections should be made with judgment and care after assessing the source of funds, prevailing conditions, market risk, liquidity, and probable income to be derived. These investment objectives encompass the interrelationship of safety, liquidity, and return. GVSUD's security selection process should strive for the appropriate mix of these factors.

12. Safety

Safety is measured by the amount of market risk. This risk is the possibility that economic conditions will adversely affect investments. Market risk should be limited so that potential losses on individual securities do not exceed total portfolio investment income.

13. Liquidity

Liquidity is the availability of cash and the ability to convert a security to cash. GVSUD's investment portfolio shall remain sufficiently liquid to enable GVSUD to meet reasonably anticipated operation expenditures, minimize idle funds and minimize the need to sell securities at inopportune times.

14. Yield

Yield is the amount of income derived from an investment. GVSUD's investment portfolio shall remain sufficiently liquid to enable GVSUD to meet reasonably anticipated operation expenditures, minimize idle funds and minimize the need to sell securities at inopportune times.

15. Authorized Investments

In accordance with the Texas Public Funds Investment Act, Section 2256.009-2256.016, funds in excess of current requirements may be invested to the extent, and only if permitted by the

law of the State of Texas and any applicable bond indentures, in the following obligations, or securities:

(1) Obligations or the United States Government, its agencies and instrumentalities, excluding mortgage-backed securities with a maximum stated maturity of five (5) years.
(2) Direct obligations of the State of Texas or its agencies and instrumentalities having a maximum maturity of five (5) years.
(3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States of America or their respective agencies and instrumentalities having a maximum maturity of five (5) years.
(4) Fully insured or collateralized certificates of deposit from a bank domiciled in the State of Texas, under the terms of a written depository agreement and having a stated final maturity of two (2) years or less.
(5) Fully collateralized repurchase agreements having a defined terminations date, secured by obligations described in (A) above, and pledged to GVSUD, delivered to the paying agent, registrar, or the depository approved by GVSUD and placed through a primary government securities dealer or a financial institution doing business in this state.
(6) AAA-rated Local government investment pools which strive to maintain a $1 net asset value.

All transactions other than investment pool funds and mutual funds will be on a delivery versus payment basis per PFIA 2256.005(b)(4)(E). Market prices will be monitored on a quarterly basis.

It is the District's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risk caused by changes in interest rates. The District attempts to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the District will not directly invest in securities maturing more than (1) year from the date of purchase. The composite portfolio will have a weighted average maturity of 365 days or less. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security. [PFIA 2256.005(b)(4)(C)]

16. Diversification

GVSUD shall make all efforts to ensure investments are diversified. Funds will not be concentrated in any single area in order to offset any potential losses.

17. Prohibited Investments

GVSUD shall not make investments in real property for the purpose of cash management or generation of return. This prohibition shall not include the purchase of real property which will be used on a daily basis to further the public utility obligations of the utility. This will include, at a minimum, the office and shop property located in Marion, Texas, and various utility plant sites scattered throughout the District.

18. Competitive Selection
GVSUD investments shall be bid competitively. Investment bids should be requested from at least three (3) financial institutions. Investment bids may be solicited orally, in writing, or electronically. All bids will be brought to the finance/investment committee from the Financial Controller. Award shall be to the best value for the District.

19. Quarterly reporting
The Investment Officer shall prepare an investment report on at least a quarterly basis that summarizes investment strategies employed in the most recent reporting period and describes the portfolio in terms of investment securities, maturities.

In accordance with PFIA 2256.023 the investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principals. This summary will be prepared in a manner that will allow the District to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the Board. The report will include the following:

- A listing of individual securities held at the end of the reporting period
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period
- Additions and changes to the market value during the period
- Average weighted yield to maturity of portfolio as compared to applicable benchmark
- Listing of investments by maturity date
- Fully accrued interest for the reporting period
- The percentage of the total portfolio that each type of investment represents
- Statement of compliance of the District's investment portfolio with state law and the investment strategy and policy approved by the Board.
- An independent auditor will perform a formal annual review of the investment reports with the results reported to the Board

20. Exemption for Existing Investments
In accordance with PFIA 2256.017 GVSUD is not required to liquidate investments that were authorized investments at the time of purchase. This policy will be affective for all investments going forward.

21. Investment Strategies
The Board shall adopt an investment strategy for each fund or group of funds under the District's control found in attachment D.

22. Internal Controls
The General Manager is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a

control should not exceed the benefits likely to be derived; and the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the District's General Manager shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion
- Separation of transactions authority from accounting and record keeping
- Custodial safekeeping
- Avoid physical delivery of securities
- Clear delegation of authority to subordinate staff members
- Written confirmation for telephone (voice) transactions for investments and wire transfers
- Development of a wire transfer agreement with the depository bank or third party custodian

Adopted this 28th day of August, 2025 by a majority vote of a quorum of the Board of Directors.

[redacted]

John Frias – Board President

[redacted]

Shari McDaniel – Vice President

Attachment A:

Certification of Board Action to Approve Investment Policy

At the regular meeting of the Board of Directors on August 28, 2025 the Board, reviewed and approved the revised Green Valley Special Utility District Investment Policy.

[redacted]

John Frias
Board President

[redacted]

Shari McDaniel
Vice-President

Attachment B:

Certification of Board Action to Designate Authorized Investment Officers

At the regular meeting of the Board of Directors on August 28, 2025, the Board approved that the following employees serving in the positions listed below are the designated Investment Officers:

Controller
Assistant General Manager
General Manager
Investment/Finance Committee Chair

[redacted]

John Frias
Board President

Attachment C:

Selection of Authorized Brokers

At this time Green Special Utility District is not utilizing any brokers.

[redacted]

John Frias
Board President

Attachment D:

Investment Strategy by Fund Type

Investments may be commingled for investment purposes. Investments are to be chosen for their relative value in a manner which promotes diversity by market sector, credit and maturity in the total portfolio. The authorization of high credit quality investments and high-grade, money market instruments are designed to assure the marketability of those investments should liquidity needs arise. The maximum weighted average maturity of the total portfolio may not exceed two years with a maximum maturity of five years.

Operating funds require the greatest short-term liquidity of any of the fund types. Therefore, diversified investment maturities shall provide monthly cash flow based for anticipated operating needs. Short term investment pools, bank sweeps and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Debt service funds shall be invested to ensure adequate funding for each successive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment security. The predictability of each payment reduces the need for liquidity. Therefore, market conditions shall determine the relative appropriateness of eligible investments and cash availability shall determine the maturity of investments. Investments shall be chosen to preserve the safety of capital and maximize yield.

Restricted funds are typically utilized on a predictable basis. Therefore, market conditions shall determine the relative appropriateness of eligible investments and cash availability shall determine the maturity of investments. Investments shall be chosen to preserve the safety of capital and maximize yield.

When bond proceeds are available, those proceeds are used for construction programs and have reasonably predictable draw down schedules based on input from the District's consulting engineers. Therefore, investment maturities will generally follow the anticipated cash flow requirements. Due to the potential for variance from the anticipated draw down schedule investment pools and money market mutual funds may be used to provide readily available funds generally equal to at least one month's anticipated cash flow needs.

Project Watershed 250

Potential participation by Green Valley Special Utility District

Potential Board Direction

Authorize staff to pursue eligibility, scope, and safeguards for participation, with final commitments subject to District review.

September 2026



Why this deserves Board attention

A newly launched Texas pilot offers no-cost cyber defense resources to water and wastewater utilities.

What it is

Six-month Texas pilot
Federal + state + private-sector collaboration
Focus: identify, test, and remediate cyber weaknesses

Why GVSUD should care

Water operations increasingly depend on connected IT and operational technology
A destructive cyber event can become an operational continuity event

Board-level opportunity

Evaluate no-cost assistance
Define guardrails before access or testing
Use results to strengthen resilience and capital planning

PROGRAM

What Project Watershed 250 is

Launched August 31, 2026 in San Antonio as a six-month Texas cybersecurity pilot.

Purpose
Proactively find and fix weaknesses in water and wastewater systems.

Delivery model
Federal and Texas coordination paired with private-sector cybersecurity and AI capabilities.

Cost signal
The Governor’s Office states resources will be provided to Texas utilities at no cost.

Key point: This is assistance, not a substitute for District governance or cybersecurity ownership.



Who is involved

The pilot combines public-sector coordination with a broad private-sector technology bench.

Oversight / coordination	**Office of the National Cyber Director** **Texas Cyber Command**
Federal partners	**U.S. Environmental Protection Agency** **Cybersecurity and Infrastructure Security Agency**
Companies identified at launch	Parsons • Microsoft • Fortinet • Google Cloud • Palo Alto Networks • Amazon Web Services • Reflection AI • Cloudflare • Zscaler • Forescout • Abnormal AI • Dragos

What participation could bring to GVSUD

Reported pilot capabilities map directly to common utility resilience needs.

1

Red-team / stress testing

Test current defenses and identify exploitable weaknesses.

2

System hardening

Apply private-sector security tools and remediation expertise.

3

AI-enabled defense

Explore tooling intended to improve detection and response speed.

4

External expertise

Augment limited internal bandwidth with specialized cyber resources.

Important: detailed utility eligibility, intake process, scope per participant, data handling, and post-pilot obligations were not specified in the public launch materials reviewed for this briefing.

Questions to answer before GVSUD commits

No-cost services can still create operational, legal, data, and resource obligations.

- Eligibility and selection criteria
- Testing rules and operational safety controls
- Vendor access, credentials, logging, and background controls
- Insurance, liability, indemnity, and contract terms
- Deliverables: findings, remediation plan, training, metrics
- Exact systems in scope: IT, SCADA/OT, remote access, cloud
- Data ownership, retention, sharing, and confidentiality
- Incident response roles during testing or discovery
- Hardware, licensing, staffing, or recurring costs after pilot
- Board reporting and public-information implications

DECISION LENS

A practical GVSUD participation framework

Proceed only if the pilot improves resilience without creating unacceptable operational or contractual risk.

Strategic fit

- Supports continuity of water service
- Advances cyber resilience
- Complements existing IT/OT plans

Operational fit

- Testing can be isolated and scheduled
- Staff burden is manageable
- Critical controls remain protected

Governance fit

- Scope and data terms are documented
- Legal / insurance review is satisfactory
- Exit rights and post-pilot costs are clear

Recommended threshold: all three lenses should be satisfactory before external testing or production-system access begins.

RECOMMENDED PATH

Low-regret next steps

Move quickly enough to explore the pilot, while preserving Board oversight and operational control.

01

Express interest

Contact the appropriate Project Watershed 250 / Texas Cyber Command intake channel and confirm eligibility.

Complete

02

Run due diligence

Obtain written scope, security architecture, testing rules, data terms, resource needs, and cost obligations.

03

Define GVSUD scope

Prioritize an assessment starting with lower-risk discovery before intrusive testing or production changes.

04

Return to Board

Present participation terms, risk controls, staffing impacts, and any agreements requiring approval.

Staff recommendation: pursue information and eligibility now; do not authorize invasive testing until written terms and safeguards are reviewed.

BOARD ACTION

Suggested motion

Authorize investigation without pre-authorizing access, testing, contracts, or expenditures.

"I move to authorize the General Manager and staff to pursue Green Valley Special Utility District's eligibility for Project Watershed 250, obtain and evaluate proposed participation terms and scope, and return to the Board for approval of any agreement, material system access, intrusive testing, or District expenditure."

This motion is intentionally conservative: it enables staff to engage while reserving consequential commitments for Board review.

Discussion

Key Board questions

1. Is the Board comfortable with staff pursuing eligibility now?
2. What systems or facilities should be explicitly out of scope initially?
3. What conditions must be satisfied before any testing begins?



UTILITY ENGINEERING GROUP

August 26, 2026

Mr. Travis Basham
District Engineer – Assistant General Manager
Green Valley Special Utility District
605 FM 465
Marion, Texas 78124

Re: Green Valley Special Utility District (GVSUD)
Texas Department of Transportation (TxDOT) IH 35 NEX Waterline Relocations
Award Recommendation

Dear Mr. Basham,

Utility Engineering Group (UEG) and GVSUD staff have reviewed the bids received on August 13, 2026, for the referenced project under the competitive sealed proposal method of procurement. The District received five (5) qualified bids for this project. UEG considers 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 July 15, 2026, and on July 19, 2026, posted on GVSUD's website, and placed on the online bid platform, Civcast.com, for bid advertisement and distribution.

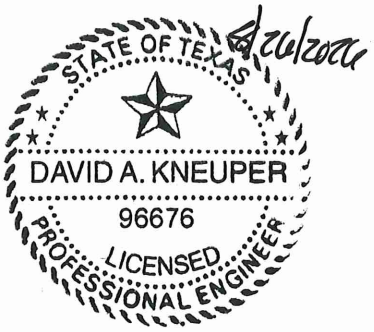
We have attached a bid tabulation for the received bids as well as the scoring summary shown below. The bids were scored by the Owner (GVSUD), and the design team (UEG).

GVSUD - TxDOT IH 35 NEX Waterline Relocations					
	Atlas Construction Corp.	**Arguijo Corp.**	**Pesado Construction Company**	**AO Services**	**Guerra Underground, LLC**
GVSUD	91	88	86	76	71
Design Team - UEG	92	90	85	69	68
Average	**91.5**	**89**	**85.5**	**72.5**	**69.5**

UEG recommends award to the highest net score under this solicitation, Atlas Construction Corporation, for the total combined project cost of $3,497,074.50. Atlas Construction Corporation has met all requirements of the bid documents, and their bid submittal satisfies all requirements of Green Valley Special Utility District. Therefore, Utility Engineering Group has no reservation recommending award of the TxDOT IH 35 NEX Waterline Relocations to Atlas Construction Corporation.

UTILITY ENGINEERING GROUP

Sincerely,



David Kneuper, P.E.
Utility Engineering Group, PLLC
Office: (830) 214-0521
davidk@uegpros.com

Attachments: Bid Tabulation

Green Valley Special Utility District - TxDOT IH 35 NEX WATERLINE RELOCATIONS

Project Name and Phase : TxDOT IH 35 NEX WATERLINE RELOCATIONS
Engineering Firm: UTILITY ENGINEERING GROUP
Prepared By : David Kneuper, P.E.

Bid Tabulations

		ARGUIJO COPORATION				ATLAS CONSTRUCTION CORPORATION			AO SERVICES			PESADO CONSTRUCTION COMPANY			GUERRA UNDERGROUND, LLC		
Line No	Item Description	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
	Base Bid																
1	Mobilization	EA	$ 92,000.00	1	$ 92,000.00	$ 104,916.50	1	$ 104,916.50	$ 157,290.00	1	$ 157,290.00	$ 209,641.00	1	$ 209,641.00	$ 211,750.00	1	$ 211,750.00
2	Trench Protection	LF	$ 16.12	1,324	$ 21,342.88	$ 6.00	1,324	$ 7,944.00	$ 5.00	1,324	$ 6,620.00	$ 7.50	1,324	$ 9,930.00	$ 23.93	1,324	$ 31,683.32
3	Bore Pit Excavation Plan	EA	$ 3,420.00	1	$ 3,420.00	$ 2,500.00	1	$ 2,500.00	$ 9,085.00	1	$ 9,085.00	$ 2,083.00	1	$ 2,083.00	$ 5,500.00	1	$ 5,500.00
4	Site Preparation	AC	$ 13,453.99	1.1	$ 14,799.39	$ 10,000.00	1.1	$ 11,000.00	$ 12,650.00	1.1	$ 13,915.00	$ 141,735.00	1.1	$ 155,908.50	$ 22,373.75	1.1	$ 24,611.13
5	24-Inch PVC C-900 DR 18 Water Main	LF	$ 434.70	672	$ 292,118.40	$ 300.00	672	$ 201,600.00	$ 347.00	672	$ 233,184.00	$ 309.00	672	$ 207,648.00	$ 376.56	672	$ 253,048.32
6	20-Inch PVC C-900 DR 18 Water Main	LF	$ 272.93	69	$ 18,832.17	$ 275.00	69	$ 18,975.00	$ 266.00	69	$ 18,354.00	$ 677.00	69	$ 46,713.00	$ 471.99	69	$ 32,567.31
7	16-Inch PVC C-900 DR 18 Water Main	LF	$ 177.46	583	$ 103,459.18	$ 200.00	583	$ 116,600.00	$ 193.00	583	$ 112,519.00	$ 187.00	583	$ 109,021.00	$ 271.36	583	$ 158,202.88
8	12-Inch PVC C-909 CL 235 Water Main	LF	$ 138.53	65	$ 9,004.45	$ 140.00	65	$ 9,100.00	$ 118.00	65	$ 7,670.00	$ 408.00	65	$ 26,520.00	$ 321.22	65	$ 20,879.30
9	42-Inch Steel Casing (Jack & Bore, Caps, Carrier Pipe & Spacers)	LF	$ 1,470.86	521	$ 766,318.06	$ 1,400.00	521	$ 729,400.00	$ 1,516.00	521	$ 789,836.00	$ 1,706.00	521	$ 888,826.00	$ 1,970.00	521	$ 1,026,370.00
10	36-Inch Steel Casing (Jack & Bore, Caps, Carrier Pipe & Spacers)	LF	$ 1,213.98	490	$ 594,850.20	$ 1,200.00	490	$ 588,000.00	$ 1,370.00	490	$ 671,300.00	$ 1,467.00	490	$ 718,830.00	$ 1,634.81	490	$ 801,056.90
11	30-Inch Steel Casing (Jack & Bore, Carrier Pipe & Spacers)	LF	$ 938.88	713	$ 669,421.44	$ 895.00	713	$ 638,135.00	$ 993.00	713	$ 708,009.00	$ 1,236.00	713	$ 881,268.00	$ 1,310.84	713	$ 934,628.92
12	20-Inch Connection to Existing (Tie-In)	EA	$ 7,154.88	2	$ 14,309.76	$ 11,500.00	2	$ 23,000.00	$ 12,444.00	2	$ 24,888.00	$ 16,254.00	2	$ 32,508.00	$ 9,304.25	2	$ 18,608.50
13	16-Inch Connection to Existing (Tie-In)	EA	$ 4,950.39	1	$ 4,950.39	$ 8,000.00	1	$ 8,000.00	$ 9,579.00	1	$ 9,579.00	$ 16,766.00	1	$ 16,766.00	$ 11,147.76	1	$ 11,147.76
14	12-Inch Connection to Existing (Tie-In)	EA	$ 3,299.38	3	$ 9,898.14	$ 12,000.00	3	$ 36,000.00	$ 11,494.00	3	$ 34,482.00	$ 13,015.00	3	$ 39,045.00	$ 4,133.62	3	$ 12,400.86
15	6-Inch Connection to Existing (Tie-In)	EA	$ 3,076.96	2	$ 6,153.92	$ 5,500.00	2	$ 11,000.00	$ 4,863.00	2	$ 9,726.00	$ 6,815.00	2	$ 13,630.00	$ 4,087.96	2	$ 8,175.92
16	24-Inch Gate Valve and Box (Complete)	EA	$ 24,913.75	3	$ 74,741.25	$ 35,000.00	3	$ 105,000.00	$ 44,346.00	3	$ 133,038.00	$ 25,952.00	3	$ 77,856.00	$ 29,664.88	3	$ 88,994.64
17	20-Inch Gate Valve and Box (Complete)	EA	$ 18,194.48	2	$ 36,388.96	$ 22,000.00	2	$ 44,000.00	$ 28,342.00	2	$ 56,684.00	$ 18,985.00	2	$ 37,970.00	$ 22,003.88	2	$ 44,007.76
18	16-Inch Gate Valve and Box (Complete)	EA	$ 10,556.01	5	$ 52,780.05	$ 13,000.00	5	$ 65,000.00	$ 15,688.00	5	$ 78,440.00	$ 11,115.00	5	$ 55,575.00	$ 13,292.73	5	$ 66,463.65
19	12-Inch Gate Valve and Box (Complete)	EA	$ 4,788.54	4	$ 19,154.16	$ 5,000.00	4	$ 20,000.00	$ 7,121.00	4	$ 28,484.00	$ 5,960.00	4	$ 23,840.00	$ 7,150.07	4	$ 28,600.28
20	Fire Hydrant	EA	$ 7,605.37	1	$ 7,605.37	$ 14,000.00	1	$ 14,000.00	$ 18,399.00	1	$ 18,399.00	$ 13,421.00	1	$ 13,421.00	$ 13,284.73	1	$ 13,284.73
21	Ductile Iron Fittings	TON	$ 15,268.61	10	$ 152,686.10	$ 16,000.00	10	$ 160,000.00	$ 14,164.00	10	$ 141,640.00	$ 14,644.00	10	$ 146,440.00	$ 3,437.50	10	$ 34,375.00
22	Removal of Ex. 20-Inch PVC Main Within TxDOT ROW	LF	$ 12.16	671	$ 8,159.36	$ 145.00	671	$ 97,295.00	$ 46.00	671	$ 30,866.00	$ 40.00	671	$ 26,840.00	$ 62.04	671	$ 41,628.84
23	Removal of Ex. 16-Inch PVC Within TxDOT ROW	LF	$ 13.49	564	$ 7,608.36	$ 145.00	564	$ 81,780.00	$ 41.00	564	$ 23,124.00	$ 40.00	564	$ 22,560.00	$ 43.37	564	$ 24,460.68
24	Removal of Ex. 12-Inch PVC Within TxDOT ROW	LF	$ 14.31	157	$ 2,246.67	$ 145.00	157	$ 22,765.00	$ 38.00	157	$ 5,966.00	$ 39.00	157	$ 6,123.00	$ 42.00	157	$ 6,594.00
25	Abandon Ex. Steel Casing (Remove 12-Inch & Flowable Fill Casing)	LF	$ 14.36	966	$ 13,871.76	$ 45.00	966	$ 43,470.00	$ 18.00	966	$ 17,388.00	$ 13.00	966	$ 12,558.00	$ 113.15	966	$ 109,302.90
26	Abandon Ex. Steel Casing (Remove 20-Inch & Flowable Fill Casing)	LF	$ 54.20	360	$ 19,512.00	$ 80.00	360	$ 28,800.00	$ 32.00	360	$ 11,520.00	$ 35.00	360	$ 12,600.00	$ 176.01	360	$ 63,363.60
27	Removal of Valves & Appurtenances	EA	$ 645.73	8	$ 5,165.84	$ 1,500.00	8	$ 12,000.00	$ 3,217.00	8	$ 25,736.00	$ 625.00	8	$ 5,000.00	$ 385.00	8	$ 3,080.00
28	Final Grade and Revegetation	SF	$ 0.34	22,180	$ 7,541.20	$ 1.50	22,180	$ 33,270.00	$ 2.00	22,180	$ 44,360.00	$ 0.75	22,180	$ 16,635.00	$ 0.77	22,180	$ 17,078.60
29	Tracer Wire	LF	$ 0.26	3,048	$ 792.48	$ 1.50	3,048	$ 4,572.00	$ 1.00	3,048	$ 3,048.00	$ 0.75	3,048	$ 2,286.00	$ 3.48	3,048	$ 10,607.04
30	Warning Tape	LF	$ 0.24	1,324	$ 317.76	$ 4.00	1,324	$ 5,296.00	$ 1.00	1,324	$ 1,324.00	$ 1.00	1,324	$ 1,324.00	$ 3.45	1,324	$ 4,567.80
31	Silt Fence	LF	$ 3.41	2,538	$ 8,654.58	$ 5.00	2,538	$ 12,690.00	$ 4.00	2,538	$ 10,152.00	$ 19.00	2,538	$ 48,222.00	$ 6.88	2,538	$ 17,461.44
32	Stabilized Construction Entrance	EA	$ 1,140.00	4	$ 4,560.00	$ 2,000.00	4	$ 8,000.00	$ 2,247.00	4	$ 8,988.00	$ 2,439.00	4	$ 9,756.00	$ 6,187.50	4	$ 24,750.00
33	Cut/Repair Asphalt, Curb, Gutter, & Parking Lot Striping	SY	$ 312.57	281	$ 87,832.17	$ 186.00	281	$ 52,266.00	$ 141.00	281	$ 39,621.00	$ 220.00	281	$ 61,820.00	$ 137.59	281	$ 38,662.79
34	Remove and Replace Trees, Landscaping, & Irrigation on San Antonio 1 LTD Parcel (sheets W1-W3)	LS	$ 29,817.53	1	$ 29,817.53	$ 140,000.00	1	$ 140,000.00	$ 56,175.00	1	$ 56,175.00	$ 129,164.00	1	$ 129,164.00	$ 96,963.90	1	$ 96,963.90
35	Hydrostatic Testing & Disinfection	LS	$ 13,231.84	1	$ 13,231.84	$ 8,000.00	1	$ 8,000.00	$ 19,720.00	1	$ 19,720.00	$ 40,524.00	1	$ 40,524.00	$ 16,500.00	1	$ 16,500.00
36	Material Testing & Staking	LS	$ 21,402.12	1	$ 21,402.12	$ 30,000.00	1	$ 30,000.00	$ 28,088.00	1	$ 28,088.00	$ 29,773.00	1	$ 29,773.00	$ 42,625.00	1	$ 42,625.00
37	Traffic Control	DAY	$ 32.33	180	$ 5,819.40	$ 15.00	180	$ 2,700.00	$ 130.00	180	$ 23,400.00	$ 224.00	180	$ 40,320.00	$ 127.95	180	$ 23,031.00
TOTAL BASE BID ITEMS(1-55)					**$ 3,200,767.34**			**$ 3,497,074.50**			**$ 3,612,618.00**			**$ 4,178,944.50**			**$ 4,367,034.77**

Green Valley Special Utility District - TxDOT IH 35 NEX WATERLINE RELOCATIONS

Project Name and Phase : TxDOT IH 35 NEX WATERLINE RELOCATIONS
Engineering Firm: UTILITY ENGINEERING GROUP
Prepared By : David Kneuper, P.E.

Bid Tabulations

		ARGUIJO COPORATION				ATLAS CONSTRUCTION CORPORATION			AO SERVICES			PESADO CONSTRUCTION COMPANY			GUERRA UNDERGROUND, LLC		
Line No	Item Description	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
	Base Bid																
1	Mobilization	EA	$ 92,000.00	1	$ 92,000.00	$ 104,916.50	1	$ 104,916.50	$ 157,290.00	1	$ 157,290.00	$ 209,641.00	1	$ 209,641.00	$ 211,750.00	1	$ 211,750.00
2	Trench Protection	LF	$ 16.12	1,324	$ 21,342.88	$ 6.00	1,324	$ 7,944.00	$ 5.00	1,324	$ 6,620.00	$ 7.50	1,324	$ 9,930.00	$ 23.93	1,324	$ 31,683.32
3	Bore Pit Excavation Plan	EA	$ 3,420.00	1	$ 3,420.00	$ 2,500.00	1	$ 2,500.00	$ 9,085.00	1	$ 9,085.00	$ 2,083.00	1	$ 2,083.00	$ 5,500.00	1	$ 5,500.00
4	Site Preparation	AC	$ 13,453.99	1.1	$ 14,799.39	$ 10,000.00	1.1	$ 11,000.00	$ 12,650.00	1.1	$ 13,915.00	$ 141,735.00	1.1	$ 155,908.50	$ 22,373.75	1.1	$ 24,611.13
5	24-Inch PVC C-900 DR 18 Water Main	LF	$ 434.70	672	$ 292,118.40	$ 300.00	672	$ 201,600.00	$ 347.00	672	$ 233,184.00	$ 309.00	672	$ 207,648.00	$ 376.56	672	$ 253,048.32
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7	16-Inch PVC C-900 DR 18 Water Main	LF	$ 177.46	583	$ 103,459.18	$ 200.00	583	$ 116,600.00	$ 193.00	583	$ 112,519.00	$ 187.00	583	$ 109,021.00	$ 271.36	583	$ 158,202.88
8	12-Inch PVC C-909 CL 235 Water Main	LF	$ 138.53	65	$ 9,004.45	$ 140.00	65	$ 9,100.00	$ 118.00	65	$ 7,670.00	$ 408.00	65	$ 26,520.00	$ 321.22	65	$ 20,879.30
9	42-Inch Steel Casing (Jack & Bore, Caps, Carrier Pipe & Spacers)	LF	$ 1,470.86	521	$ 766,318.06	$ 1,400.00	521	$ 729,400.00	$ 1,516.00	521	$ 789,836.00	$ 1,706.00	521	$ 888,826.00	$ 1,970.00	521	$ 1,026,370.00
10	36-Inch Steel Casing (Jack & Bore, Caps, Carrier Pipe & Spacers)	LF	$ 1,213.98	490	$ 594,850.20	$ 1,200.00	490	$ 588,000.00	$ 1,370.00	490	$ 671,300.00	$ 1,467.00	490	$ 718,830.00	$ 1,634.81	490	$ 801,056.90
11	30-Inch Steel Casing (Jack & Bore, Carrier Pipe & Spacers)	LF	$ 938.88	713	$ 669,421.44	$ 895.00	713	$ 638,135.00	$ 993.00	713	$ 708,009.00	$ 1,236.00	713	$ 881,268.00	$ 1,310.84	713	$ 934,628.92
12	20-Inch Connection to Existing (Tie-In)	EA	$ 7,154.88	2	$ 14,309.76	$ 11,500.00	2	$ 23,000.00	$ 12,444.00	2	$ 24,888.00	$ 16,254.00	2	$ 32,508.00	$ 9,304.25	2	$ 18,608.50
13	16-Inch Connection to Existing (Tie-In)	EA	$ 4,950.39	1	$ 4,950.39	$ 8,000.00	1	$ 8,000.00	$ 9,579.00	1	$ 9,579.00	$ 16,766.00	1	$ 16,766.00	$ 11,147.76	1	$ 11,147.76
14	12-Inch Connection to Existing (Tie-In)	EA	$ 3,299.38	3	$ 9,898.14	$ 12,000.00	3	$ 36,000.00	$ 11,494.00	3	$ 34,482.00	$ 13,015.00	3	$ 39,045.00	$ 4,133.62	3	$ 12,400.86
15	6-Inch Connection to Existing (Tie-In)	EA	$ 3,076.96	2	$ 6,153.92	$ 5,500.00	2	$ 11,000.00	$ 4,863.00	2	$ 9,726.00	$ 6,815.00	2	$ 13,630.00	$ 4,087.96	2	$ 8,175.92
16	24-Inch Gate Valve and Box (Complete)	EA	$ 24,913.75	3	$ 74,741.25	$ 35,000.00	3	$ 105,000.00	$ 44,346.00	3	$ 133,038.00	$ 25,952.00	3	$ 77,856.00	$ 29,664.88	3	$ 88,994.64
17	20-Inch Gate Valve and Box (Complete)	EA	$ 18,194.48	2	$ 36,388.96	$ 22,000.00	2	$ 44,000.00	$ 28,342.00	2	$ 56,684.00	$ 18,985.00	2	$ 37,970.00	$ 22,003.88	2	$ 44,007.76
18	16-Inch Gate Valve and Box (Complete)	EA	$ 10,556.01	5	$ 52,780.05	$ 13,000.00	5	$ 65,000.00	$ 15,688.00	5	$ 78,440.00	$ 11,115.00	5	$ 55,575.00	$ 13,292.73	5	$ 66,463.65
19	12-Inch Gate Valve and Box (Complete)	EA	$ 4,788.54	4	$ 19,154.16	$ 5,000.00	4	$ 20,000.00	$ 7,121.00	4	$ 28,484.00	$ 5,960.00	4	$ 23,840.00	$ 7,150.07	4	$ 28,600.28
20	Fire Hydrant	EA	$ 7,605.37	1	$ 7,605.37	$ 14,000.00	1	$ 14,000.00	$ 18,399.00	1	$ 18,399.00	$ 13,421.00	1	$ 13,421.00	$ 13,284.73	1	$ 13,284.73
21	Ductile Iron Fittings	TON	$ 15,268.61	10	$ 152,686.10	$ 16,000.00	10	$ 160,000.00	$ 14,164.00	10	$ 141,640.00	$ 14,644.00	10	$ 146,440.00	$ 3,437.50	10	$ 34,375.00
22	Removal of Ex. 20-Inch PVC Main Within TxDOT ROW	LF	$ 12.16	671	$ 8,159.36	$ 145.00	671	$ 97,295.00	$ 46.00	671	$ 30,866.00	$ 40.00	671	$ 26,840.00	$ 62.04	671	$ 41,628.84
23	Removal of Ex. 16-Inch PVC Within TxDOT ROW	LF	$ 13.49	564	$ 7,608.36	$ 145.00	564	$ 81,780.00	$ 41.00	564	$ 23,124.00	$ 40.00	564	$ 22,560.00	$ 43.37	564	$ 24,460.68
24	Removal of Ex. 12-Inch PVC Within TxDOT ROW	LF	$ 14.31	157	$ 2,246.67	$ 145.00	157	$ 22,765.00	$ 38.00	157	$ 5,966.00	$ 39.00	157	$ 6,123.00	$ 42.00	157	$ 6,594.00
25	Abandon Ex. Steel Casing (Remove 12-Inch & Flowable Fill Casing)	LF	$ 14.36	966	$ 13,871.76	$ 45.00	966	$ 43,470.00	$ 18.00	966	$ 17,388.00	$ 13.00	966	$ 12,558.00	$ 113.15	966	$ 109,302.90
26	Abandon Ex. Steel Casing (Remove 20-Inch & Flowable Fill Casing)	LF	$ 54.20	360	$ 19,512.00	$ 80.00	360	$ 28,800.00	$ 32.00	360	$ 11,520.00	$ 35.00	360	$ 12,600.00	$ 176.01	360	$ 63,363.60
27	Removal of Valves & Appurtenances	EA	$ 645.73	8	$ 5,165.84	$ 1,500.00	8	$ 12,000.00	$ 3,217.00	8	$ 25,736.00	$ 625.00	8	$ 5,000.00	$ 385.00	8	$ 3,080.00
28	Final Grade and Revegetation	SF	$ 0.34	22,180	$ 7,541.20	$ 1.50	22,180	$ 33,270.00	$ 2.00	22,180	$ 44,360.00	$ 0.75	22,180	$ 16,635.00	$ 0.77	22,180	$ 17,078.60
29	Tracer Wire	LF	$ 0.26	3,048	$ 792.48	$ 1.50	3,048	$ 4,572.00	$ 1.00	3,048	$ 3,048.00	$ 0.75	3,048	$ 2,286.00	$ 3.48	3,048	$ 10,607.04
30	Warning Tape	LF	$ 0.24	1,324	$ 317.76	$ 4.00	1,324	$ 5,296.00	$ 1.00	1,324	$ 1,324.00	$ 1.00	1,324	$ 1,324.00	$ 3.45	1,324	$ 4,567.80
31	Silt Fence	LF	$ 3.41	2,538	$ 8,654.58	$ 5.00	2,538	$ 12,690.00	$ 4.00	2,538	$ 10,152.00	$ 19.00	2,538	$ 48,222.00	$ 6.88	2,538	$ 17,461.44
32	Stabilized Construction Entrance	EA	$ 1,140.00	4	$ 4,560.00	$ 2,000.00	4	$ 8,000.00	$ 2,247.00	4	$ 8,988.00	$ 2,439.00	4	$ 9,756.00	$ 6,187.50	4	$ 24,750.00
33	Cut/Repair Asphalt, Curb, Gutter, & Parking Lot Striping	SY	$ 312.57	281	$ 87,832.17	$ 186.00	281	$ 52,266.00	$ 141.00	281	$ 39,621.00	$ 220.00	281	$ 61,820.00	$ 137.59	281	$ 38,662.79
34	Remove and Replace Trees, Landscaping, & Irrigation on San Antonio 1 LTD Parcel (sheets W1-W3)	LS	$ 29,817.53	1	$ 29,817.53	$ 140,000.00	1	$ 140,000.00	$ 56,175.00	1	$ 56,175.00	$ 129,164.00	1	$ 129,164.00	$ 96,963.90	1	$ 96,963.90
35	Hydrostatic Testing & Disinfection	LS	$ 13,231.84	1	$ 13,231.84	$ 8,000.00	1	$ 8,000.00	$ 19,720.00	1	$ 19,720.00	$ 40,524.00	1	$ 40,524.00	$ 16,500.00	1	$ 16,500.00
36	Material Testing & Staking	LS	$ 21,402.12	1	$ 21,402.12	$ 30,000.00	1	$ 30,000.00	$ 28,088.00	1	$ 28,088.00	$ 29,773.00	1	$ 29,773.00	$ 42,625.00	1	$ 42,625.00
37	Traffic Control	DAY	$ 32.33	180	$ 5,819.40	$ 15.00	180	$ 2,700.00	$ 130.00	180	$ 23,400.00	$ 224.00	180	$ 40,320.00	$ 127.95	180	$ 23,031.00
TOTAL BASE BID ITEMS(1-55)					**$ 3,200,767.34**			**$ 3,497,074.50**			**$ 3,612,618.00**			**$ 4,178,944.50**			**$ 4,367,034.77**

RESOLUTION

A resolution requesting financial assistance from the Texas Water Development Board Water Development Fund for constructing various public improvements to the District's utility system; authorizing the District's Financial Advisors, Bond Counsel, and Engineers to coordinate the submission of the application to the Texas Water Development Board; and other matters in connection therewith

WHEREAS, the Green Valley Special Utiltiy District (the *District*) deems it necessary to apply to the Texas Water Development Board (the *Board*) for financial assistance; and

WHEREAS, in accordance with the rules and regulations of the Board, which govern the procedures in making such an application, the governing body of the District is required to pass a resolution to accompany such application; now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREEN VALLEY SPECIAL UTILITY DISTRICT THAT:

1. It is hereby found and determined that the District cannot reasonably finance the proposed project without the financial assistance of the Board in the amount requested.

2. The District hereby requests that the Board grant financial assistance to the District in the amount not to exceed $74,600,000 (as a loan or by the purchase of obligations of the District and the receipt of the largest amount of grant funds lawfully available from the Board) for constructing improvements to the District's utility system, as designed by the District's consulting engineer, and the purchase of the necessary land and rights-of-way relating to this project. These obligations may be issued by the District in one or more series.

3. The General Manager and the Assistant General Manager of the District are hereby authorized to execute and submit to the Board the application for such financial assistance, and the General Manager and the Assistant General Manager of the District, together with the bond counsel, financial advisors and consulting engineers named in such application, are authorized to appear before the Board in support of such application.

4. The General Manager and the Assistant General Manager of the District are further specifically authorized to make the required assurances to the Board in accordance with the rules, regulations, and policies of the Board.

5. A certified copy of this resolution (the *Resolution*) shall be attached to the application for financial assistance herein authorized to be prepared and submitted to the Board, and the Secretary of the District is authorized and directed to prepare and certify such number of copies of this Resolution as may be required for purposes of supporting the submission of such application to the Board.

6. The Board of Directors authorizes the General Manager of the District, the Assistant General Manager of the District, or the Secretary of the District, or the designee of any of the foregoing, to take all actions necessary to execute any necessary financial advisory contract

with Specialized Public Finance Inc., as the financial advisor to the District (the *Financial Advisor*) and Utility Engineering Group, PLLC, as the engineer to the District (the *Engineer*). The Board of Directors understands that under applicable federal securities laws and regulations that the District must have a contractual agreement with its Financial Advisor relating to the sale, issuance, and delivery of the Bonds. In addition, the Board of Directors also authorizes the General Manager of the District, the Assistant General Manager of the District, or the Secretary of the District, or the designee of any of the foregoing, to take all actions necessary to execute any necessary engagement agreement with the Engineer and with Norton Rose Fulbright US LLP, as the bond counsel to the District (*Bond Counsel*). Execution of such engagement agreements also constitute a prerequisite to the District's filing of its application with the Board.

7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the District.

8. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

10. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the District hereby declares that this Resolution would have been enacted without such invalid provision.

11. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code and the Texas Water Code, as amended.

12. This Resolution shall be in full force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank]

PASSED, APPROVED, AND ADOPTED on the ___ day of September, 2026.

GREEN VALLEY SPECIAL UTILITY DISTRICT

_____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

(DISTRICT SEAL)

CERTIFICATE OF SECRETARY

THE STATE OF TEXAS	§
	§
COUNTY OF GUADALUPE	§
	§
GREEN VALLEY SPECIAL UTILITY DISTRICT	§
	§

THE UNDERSIGNED HEREBY CERTIFIES that:

1. On the 24th day of September, 2026, the Board of Directors (the *Board*) of the Green Valley Special Utility District (the *District*) convened in regular session at the District (the *Meeting*), the duly constituted members of the Board being as follows:

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

and all of such persons were present at the Meeting, except the following _____, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the *Resolution*) entitled:

> **A resolution requesting financial assistance from the Texas Water Development Board Water Development Fund for constructing various public improvements to the District's utility system; authorizing the District's Financial Advisors, Bond Counsel, and Engineers to coordinate the submission of the application to the Texas Water Development Board; and other matters in connection therewith**

was introduced and submitted to the Board for passage and adoption. After presentation and discussion of the Resolution, a motion was made by Director _____ that the Resolution be passed and finally adopted. The motion was seconded by Director _____ and carried by the following vote:

___ voted "For" ___ voted "Against" ___ abstained

all as shown in the official Minutes of the Board for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the District; the duly qualified and acting members of the Board on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Board was given actual notice of the time, place, and purpose of the Meeting and

had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code and the Texas Water Code.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the District, this ___ day of September, 2026.

_____
Secretary, Board of Directors
Green Valley Special Utility District

(DISTRICT SEAL)

AFFIDAVIT

THE STATE OF TEXAS	§
	§
COUNTY OF GUADALUPE	§
	§
GREEN VALLEY SPECIAL UTILITY DISTRICT	§

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared the General Manager of the District, Phillip K. Gage, of the Green Valley Special Utility District who, being by me duly sworn, upon oath says that:

1. the decision by the Green Valley Special Utility District (the *District*) to request financial assistance from the Texas Water Development Board (the *Board*) was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq,) and after providing all such notice as required by such Act as is applicable to the District;

2. the information submitted in the application is true and correct according to my best knowledge and belief;

3. the District has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt;

4. the District has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

_____;

5. the District warrants compliance with the representations made in the application in the event that the Board provides the financial assistance;

6. the District is or will become in compliance with all of its material contracts; and

7. the District will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the Board.

General Manager
Green Valley Special Utility District

SWORN TO AND SUBSCRIBED BEFORE ME, by General Manager of the District, Phillip K. Gage, of the Green Valley Special Utility District, this _____ day of _____, 2026.

Notary Public, State of Texas

(NOTARY SEAL)

MEMORANDUM

Date: September 4, 2026
Project Name: Bexar County ESD #12 Fire Station #3 - Water Non-Standard Service Agreement
Applicant: Bexar County ESD #12
Location: 400' South of the Intersection of E FM 1518 & Kusmierz Rd.

Water Development Plan

The property is located within the City of St Hedwig's City Limits and Bexar County. The proposed development is located 400 feet south of the FM 1518 and Kusmierz Road intersection fronting FM 1518. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop 2 phases on the property with a total of 1 commercial lot on the 12-acre tract. The applicant has requested a total of 1 – 2-inch water meter for a total of 8 Equivalent Dwelling Units (EDU). The application also identifies the need for fire hydrants for training purposes. This service should be metered and we include 4 EDUs of service for the anticipated water use for training at the site. With the 0.4 acre-feet per connection demand, this request totals 4.8 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 project and District owned wells. To aid in GVSUD's long-term planning efforts, we encourage developers to manage the water resources in the most efficient manner. GVSUD currently has adequate water supply for this development through the District's Wholesale Provider, Canyon Regional Water Authority (CRWA) and the District owned well field. GVSUD will serve this development from the FM 1518 EST near IH 10. Currently, GVSUD has smaller diameter distribution lines in this area served by a meter station. Service will not be available until the 8-inch waterline located north and west of the FM 1518 and Kusmierz Road intersection is extended to the tract. The District has existing easements to access the property. The City of St. Hedwig will require compliance with the International Fire Code. The Bexar County fire marshal and applicant have requested 1,500 GPM at 20 PSI residual pressure for fire protection and training purposes. The District has adequate water supply, pumping capacity and distribution lines to meet the fireflow demand requested with the line extensions proposed above.

Estimated Costs

The applicant has requested 8 commercial EDUs with a 2-inch meter and we have included 4 EDUs for the training water that will be utilized at the site. We anticipate a 6-inch meter will be installed to provide adequate flow for training at the site. The current cost of a standard residential meter is detailed below:
• Water acquisition fees @ $6,991.23 per EDU = $83,894.76
• Water impact fees @ $7,423 per EDU = $89,076.00
• Meter cost 2-inch @ $1,285 = $1,285 plus actual meter cost;
• Meter cost 6-inch @ $3,850 = $3,850 plus actual meter cost;
• Any associated inspections, installation, and fees per policy.
There are 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 Bexar County Emergency Services District No. 12 (hereinafter, "ESD") and Green Valley Special Utility District, hereinafter referred to as "GVSUD" or the "District."

WHEREAS, the ESD is engaged in developing an approximately 17.5 acre tract of land located east of FM 1518 and south of Kusmierz Road in the City of St. Hedwig corporate limits, Bexar 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, the ESD is planning to construct a fire station on the Property in two phases with one commercial lot with one two-inch meter and requires an additional four Equivalent Dwelling Units ("EDU") through metered hydrants for fire department training, for a total of 12 EDU of water service; and

WHEREAS, the ESD 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, the ESD and GVSUD agree as follows:

1. <u>Water System Extension.</u>

The Water System Extension, consisting of the District System and Subdivision System improvements, 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 for the Property are set forth in the March 9, 2026 ESD No. 12 Fire Station 3 Water Service Feasibility Study prepared by Utility Engineering Group,

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 by the ESD to, and approved by, GVSUD.

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.

a. <u>Subdivision System.</u>

The "Subdivision System" improvements 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 the ESD'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.

The ESD shall construct, at its expense, all of the water utility infrastructure necessary to provide public utility and fire-fighting services to the Property. The ESD shall bear all costs of such design and construction.

b. <u>District System.</u>

The "District System" improvements 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 improvements must be reviewed and approved by GVSUD's consulting engineer prior to the issuance of any bid request for the construction of the District System improvements and the commencement of any utility system construction on the Property.

After completion of the plans and specifications by the ESD'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, the ESD shall be responsible for the cost of extending GVSUD's existing 8-inch waterline located north and west of the

intersection of FM 1518 and Kusmierz Road to connect with the proposed Subdivision System improvements.

If the requirements to serve the Property change due to material changes to the requested service plan by the ESD 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 ESD's cost.

2. Fire Flows.

The ESD 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. The ESD must comply with all state and federal regulations and all applicable local fire flow requirements at the ESD's sole cost. If the requirements for fire-fighting service capacity imposed by any lawful regulatory body are changed, the ESD 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.

Although no easements are anticipated to provide service to the Property, the ESD shall be responsible for dedicating at the ESD's cost any easements across the Property required for the provision of service. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically consented to in writing by GVSUD.

All pipeline easements assigned to GVSUD 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, the ESD 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 District System improvements 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 adopted by GVSUD.

(b) Unless the prior approval of GVSUD is obtained, the ESD 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. <u>Subdivision Restrictions</u>.

The ESD 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.

6. <u>Cost Changes.</u>

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 ESD. 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 the ESD unless such changes or modifications are made at GVSUD's request for the sole benefit of other GVSUD customers.

7. <u>Construction of the Water System Extension.</u>

(a) Subdivision System.

(1) The ESD shall select its own contractor for the construction of the Subdivision System. 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.

(b) District System.

(1) GVSUD may elect, at the ESD's sole expense, to advertise to receive bids for the construction of any required District System improvements in accordance with generally accepted bidding practices and, if so exercised, shall award the contract for the construction of the District System improvements. 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 improvements 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 the ESD 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 the ESD occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, certificates, or contractor acceptable to both GVSUD and the ESD. GVSUD shall have no liability whatsoever for the acts and omissions of the ESD, 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 the ESD. The ESD shall be responsible and liable for the

safety of the work site and the preservation of materials and equipment related to the Water System Extension improvements. The ESD shall, to the extend authorized by law, hold GVSUD harmless for any claims, demands, suits or causes of action related to the ESD-constructed Subdivision System. The ESD shall hold harmless GVSUD for all expenses or damages incurred by GVSUD, including attorney and litigation costs, related to the ESD-constructed Subdivision System improvements. The ESD shall, to the extent authorized by applicable law, hold GVSUD harmless for ESD-constructed improvements to the District System until such improvements are dedicated to and accepted by GVSUD and the one-year warranty period has expired. 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. <u>Dedication of Water System Extension to GVSUD</u>.

Upon proper completion of construction of the District System improvements and final inspection thereof by GVSUD, the District System improvements shall be dedicated to GVSUD by an appropriate legal instrument approved by GVSUD's Attorney. The ESD shall retain ownership of the Subdivision System improvements following their placement into service. GVSUD shall maintain all District System improvements upon proper completion of construction. The ESD shall bear any costs of remediation or rehabilitation necessary to bring the District System improvements into compliance with all state, federal, and GVSUD standards before acceptance by GVSUD. GVSUD shall have the sole decision of when the District System improvements are acceptable. The District System improvements shall thereafter be owned and maintained by GVSUD; however, the ESD 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. <u>Cost of the Water System Extension</u>.

(a) The ESD shall pay all costs associated with the District System improvements 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 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.

(b) The ESD shall hold harmless GVSUD 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 ACH or cashier's check to 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. Notwithstanding the payment timing referenced in Exhibit B, water acquisition fees for all proposed service connections for the Property shall be due and payable no later than ninety (90) days following the Effective Date of this Agreement.

(3) Capital recovery/connection fees shall be paid at the time the ESD requests the initiation of water utility service to the Property at the then-effective capital recovery fee amount in GVSUD's Operations Policy.

(d) Except for the one-year warranty provided for in this Agreement, nothing herein shall be construed as obligating the ESD to maintain the District System Improvements subsequent to their dedication and acceptance for maintenance by GVSUD and the expiration of the warranty period. The ESD shall maintain sole ownership and responsibility for maintenance of the Subdivision System improvements.

(e) If the ESD requests GVSUD to install a meter during the construction of the Subdivision System infrastructure, the ESD shall pay the normal monthly service rates for each meter beginning with the date of installation. Unless the service meter is for the ESD's own permanent use, the ESD 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 the ESD.

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. Capital recovery/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 two calendar years. The Agreement term will extend automatically if the Water System Extension improvements remain under construction, all applicable GVSUD fees have been timely paid, and the ESD has complied with all GVSUD rules and regulations. GVSUD may terminate this Agreement without reimbursement to the ESD in the event that any GVSUD cost invoiced to the ESD has not been paid to GVSUD within 90 days of the date of invoice.

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. <u>Notices</u>.

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
Tel. (830) 914-2330

with copy to:

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

Any notice mailed to the ESD shall be addressed:

Bexar County Emergency Services District No. 12
Attn: Lawrence Padalecki, Jr., Operations Manager
14229 FM 1346
Saint Hedwig, TX 78152
Tel. 210-778-1792

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

13. <u>Severability</u>.

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 ESD, 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 Bexar 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 ESD hereunder may not be assigned without the prior written consent of the GVSUD. 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	BEXAR COUNTY ESD NO. 12
By: _____	By: _____
Date: _____	Date: _____

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit A – Legal Description of the Property

GF#: sat-41-4000412000686

EXHIBIT A

Field notes describing a 17.513 acre tract of land situated in the Jose Maria Bustillos Survey No. 29, Abstract 49, County Block 5111, Bexar County, Texas, being a portion of that tract of land called 117.1 acres, as set out in the Last Will and Testament of Cecilia Kusmierz, recorded in Volume 1022, Page 83, of the Probate Records, Bexar County, Texas and being more particularly described as follows: Note: All set pins are 14" diameter rebar with an orange plastic cap stamped "Tri-County".

Beginning at a 1/2" diameter iron pin found in the east right-of-way line of F.M. 1518 and the west line of the Kusmierz tract, for the west corner of a tract of land called 4.00 acres, described in Volume 7105, Page 1861, Official Records, Bexar County, Texas and the north corner of the herein described tract.

Thence, S 59° 50' 15" E, 778.42 feet crossing the Kusmierz tract, to an iron pin set in the west line of a tract of land called 9.330 acres, described in Volume 6965, Page 744, Official Records, Bexar County, Texas, and the east line of Kusmierz tract, for the east corner of the herein described tract.

Thence, S 05° 35' 58" E, with the west line of the 9.330 acre tract and the east line of the Kusmierz tract, at 759.65 feet, a 1" diameter pipe found for the southwest corner of the 9.330 acre tract, continuing for a total distance of 972.40 feet, crossing a portion of the Kusmierz tract, to an iron pin set for an interior corner of a 26.213 acre tract of land, this day surveyed and the southeast corner of the herein described tract.

Thence, S 84° 45' 00" W, 640.34 feet crossing a portion of the Kusmierz tract, with the north line of he 26.213 acre tract, to an iron pin set in the east right-of-way line of F.M. 1518 and the west line of the Kusmierz tract, for the northwest corner of the 26.213 acre tract and the southwest corner of the herein described tract.

Thence, N 05' 15' 00" W, 1423.44 feet with the east right-of-way line of F.M. 1518 and the west line of the Kusmierz tract, to the Place of Beginning and containing 17.513 acres of land.

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit B – Water Service Feasibility Study for the Property

TRANSMITTAL

TRANSMITTAL ID: 03262026A **DATE:** 03/26/2026

PURPOSE: Water Feasibility Study Review and Approval **VIA:** EMAIL

GVSUD PROJECT NAME: 2026 Bexar County ESD #12 Fire Station #3

GVSUD PROJECT NUMBER: N/A

SUBJECT: Water Feasibility Study Review and Approval

FROM

NAME	COMPANY	EMAIL	PHONE
Mikayla Bradshaw	GVSUD	mbradshaw@gvsud.org	210-480-7756

TO

NAME	COMPANY	EMAIL	PHONE
Lawrence Padalecki Jr.	Bexar County ESD #12	lpadaleckijr@bcesd12.org	210-778-1792

WE ARE SENDING YOU ☑ **ATTACHED** ☐ **UNDER SEPARATE COVER VIA** _____

☑ Feasibility Study ☐ Plan Approval Letter ☐ Revised Plans/Plats ☐ Documents

☐ NSSA ☐ Invoice ☐ Testing Reports ☐ Other _____

QUANTITY	DESCRIPTION
1	Water Services Memo
1	Water Services Feasibility Study

THESE ARE TRANSMITTED as checked below:

☑ For Approval ☐ For Correction ☐ Approved ☐ For Your Use

☑ For Signature ☐ As Requested ☑ For Review and Comment

REMARKS:

This Feasibility study will expire six months from the date of this transmittal. Please review & if there are any questions or concerns, please email me at mbradshaw@gvsud.org with those concerns. If you wish to go to contract after reviewing the study & transmittal, please return this transmittal signed to mbradshaw@gvsud.org, consenting GVSUD to move this study forward into composing a non-standard service agreement (NSSA), aka contract. The NSSA will take 45-60 days to complete, then it will be provided to the applicant for review. Upon receiving the signed NSSA, it will be scheduled to be provided to the GVSUD Board of Directors at the next available monthly BOD meeting for approval consideration. The GVSUD BOD meets once monthly, typically on the fourth Thursday of each month. If approved, the executed NSSA will be provided to the applicant. Contact mbradshaw@gvsud.org or developer@gvsud.org with any questions regarding the study as it will be binding with the NSSA.

COPY TO: Clint Sharp

SIGNED: Lawrence Padalecki Jr

UTILITY ENGINEERING GROUP

Memorandum

Date: March 9, 2026

To: Mr. Travis Basham
District Engineer - AGM
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: ESD 12 Fire Station 3 – St. Hedwig City Limits – Water Service Request

Project Name: ESD 12 Fire Station 3
Equivalent Dwelling Unit (EDU) requested: 8 Commercial EDUs, 4 EDUs water for practice

Project Description: GVSUD received a request for service for a 1 lot commercial development within the District's water CCN.

Project Service Requirements: To serve the tract, the applicant will be required to extend the existing 8 inch waterline north and west of the FM 1518 and Kusmierz Road intersection. Water service will not be available until this offsite waterline is constructed and accepted for service.

Developer Cost: The developer cost associated with these meter sets are estimated to total $178,105.76 for impact fee, water acquisition fees, tap, meter set, and deposit. The developer is required to pay the water acquisition fee, totaling $83,894.76 at agreement execution for the water service. All remaining fees will be due at the time of meter installation.

GVSUD Cost: The study does not anticipate any direct costs will be covered by GVSUD.

Contract Conditions: All standard contract provisions apply.

- End Memo -

Green Valley Special Utility District

ESD 12 Fire Station 3 Water Service Feasibility Study

March 2026

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. 6096-358

Location Map:



STATE OF TEXAS
GARRY D. MONTGOMERY, JR.
114438
LICENSED
PROFESSIONAL ENGINEER
3/9/26

UTILITY ENGINEERING GROUP PLLC

Table of Contents

1. Introduction 3

2. Land Use Projections 3

3. Water Availability 3

4. Existing GVSUD Infrastructure 4

4.1 Impact to Water Supply 4

4.2 Impact to the District's Distribution System 4

4.3 Calculated Pressure 5

4.4 Impact to Water Storage 5

5. Fireflow Demand Request 5

6. Estimated Costs 6

7. Conclusions and Recommendations 6

Attachment 1 – Easement Certification 8

Attachment 2 – GIS Exhibit 10

Attachment 3 – Location Map 12

1. Introduction

Green Valley Special Utility District (GVSUD) received the application for commercial service from Bexar County ESD 12 for their Fire Station No. 3 on March 3, 2026, for the Schulze Tract development. Utility Engineering Group, PLLC (UEG) was authorized to prepare a water feasibility study for the proposed subdivision.

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 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 property is located within the City of St Hedwig's City Limits and Bexar County. The proposed development is located 400 feet south of the FM 1518 and Kusmierz Road intersection fronting FM 1518. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop 2 phases on the property with a total of 1 commercial lot on the 12-acre tract. The applicant has requested a total of 1 – 2-inch water meter for a total of 8 Equivalent Dwelling Units (EDU). The application also identifies the need for fire hydrants for training purposes. This service should be metered and we include 4 EDUs of service for the anticipated water use for training at the site. 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 4.8 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 project and District owned wells. 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 ESD 12 Fire Station 3 property 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 District owned well field. GVSUD will serve this development from the FM 1518 EST near IH 10. These facilities provide adequate pump, storage and production capacity to meet the long-term need of the Schulze 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 smaller diameter distribution lines in this area served by a meter station. Service will not be available until the 8 inch waterline located north and west of the FM 1518 and Kusmierz Road intersection is extended to the tract. The District has existing easements to access the property.

4.3 Calculated Pressure

The property will be served by the FM 1518 EST. We estimate the pressure in this area to be 78-82 psi.

4.4 Impact to Water Storage

The 1518 EST provides adequate storage for this development. GVSUD also has redundant storage within the distribution system to reliably serve this proposed 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 St. Hedwig City Limits and Bexar County. The city will require compliance with the International Fire Code. The county fire marshal and applicant has requested 1,500 gpm at 20 psi residual pressure for fire protection and training purposes.

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.

The District will require backflow prevention and metering since these hydrants will be private and utilized for training purposes.

6. Estimated Costs

The applicant has requested 8 commercial EDUs with a 2 inch meter and we have included 4 EDUs for the training water that will be utilized at the site. We anticipate a 6 inch meter will be installed to provide adequate flow for training at the site. The current cost of a standard residential meter is detailed below:

- Water acquisition fees @ $6,991.23 per EDU = $83,894.76
- Water impact fees @ $7,423 per EDU = $89,076.00
- Meter cost 2-inch @ $1,285 = $1,285 plus actual meter cost;
- Meter cost 6-inch @ $3,850 = $3,850 plus actual meter cost;
- Any associated inspections, installation, and fees per policy.

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 as discussed in this study.
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 St Hedwig/Bexar 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. Service will not be available until the 8 inch waterline is extended to the tract as shown on the attached GIS map from the west side of the FM 1518/Kusmierz Road Intersection.

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 March 2026 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 "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.

REV 09/23

Attachment 2 – GIS Exhibit

GVSUD System Map



3/9/2026

- Bexar FH
- Repairs 2026
- 1 INCH WATER
- 1 1/4 INCH WATER
- 1 1/2 INCH WATER
- 2 INCH WATER
- 4 INCH WATER
- 8 INCH WATER
- ROW
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

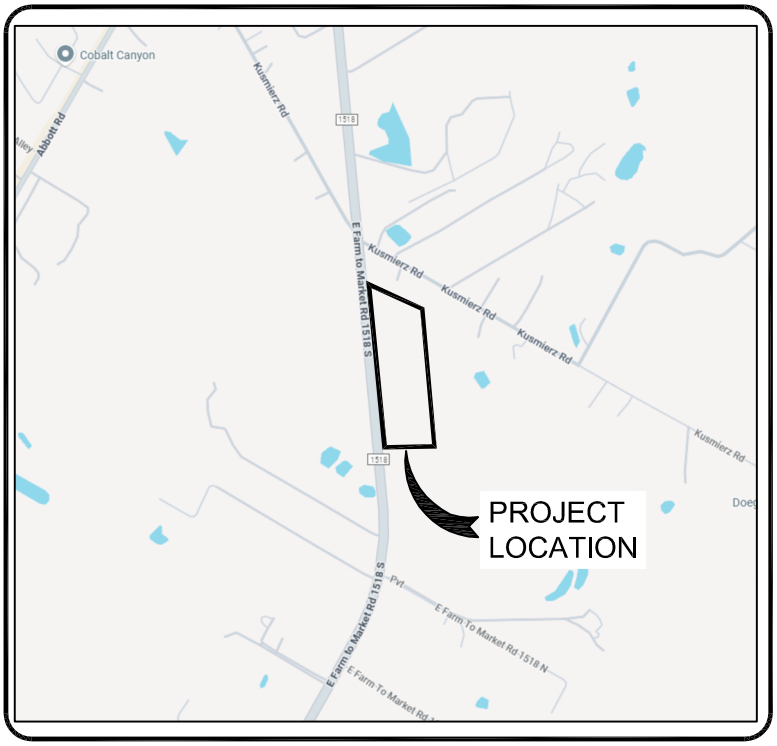
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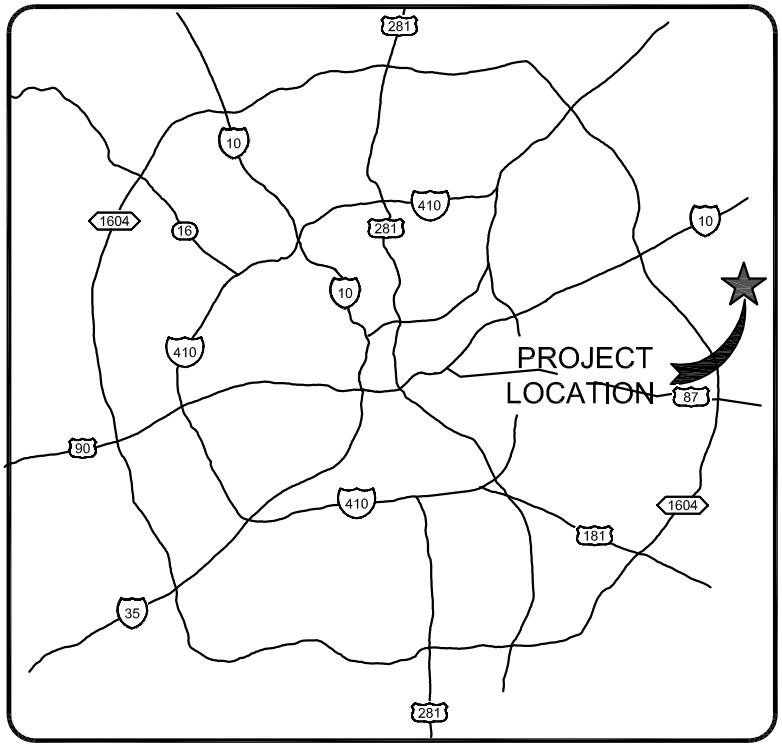
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Vantor

Attachment 3 – Location Map



PROJECT LOCATION MAP

N.T.S.



PROJECT VICINITY MAP

N.T.S.

LOCATION MAP

BEXAR COUNTY ESD 12 NEW FIRE STATION 3

CDS muery
ENGINEERS | SURVEYORS
100 NE LOOP 410, STE. 300 | SAN ANTONIO, TEXAS 78216
(210) 581-1111 | TBPE NO. F-1733 | TBPLS NO. 100495-00

SCALE: N.T.S.	DATE: 1/22/25
DRAWN BY: JHH	REV.
LOC-MAP.DWG	

P:\JOBS\2025\125312 BEXAR COUNTY ESD 12 NEW FIRE STATION 3\CIVIL 3D\DWG\ENGINEER\WORKING\LOC-MAP.DWG

MEMORANDUM

Date: September 4, 2026
Project Name: Montecristo Estates - Water Non-Standard Service Agreement
Applicant: Montecristo Estates, LLC
Location: South of the Intersection of Coy Lane & Cowboy Knoll

Water Development Plan

The property is located within the City of Cibolo ETJ and Guadalupe County but will be annexed into the city limits per the development agreement provided in their application. The proposed development is located south of the Coy Lane and Cowboy Knoll intersection. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop 1 phase on the property with a total of 53 residential lots on the 14.98-acre tract. The applicant has requested a total of 53 – 5/8x3/4-inch water meters and 4 – 1-inch meters for irrigation for a total of 63 Equivalent Dwelling Units (EDU). With the 0.4 acre-feet per connection demand, this request totals 25.2 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 project and District owned wells. To aid in GVSUD's long-term planning efforts, we encourage developers to manage the water resources in the most efficient manner. 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 Plant 1 EST and Plant 11 pump station. No additional water rights or production capacity is required for the District to meet the request of this application. GVSUD has an 8-inch diameter distribution line along Coy Lane at both Cowboy Knoll and Saddle Breeze. The developer's current plan shows a 12 inch along Coy Lane through the tract but the GIS mapping available to UEG at the time of the study shows that the 12 inch is not currently in place. The applicant's property falls within the City of Cibolo ETJ and Guadalupe County. The city will require compliance with the International Fire Code. The city fire marshal and applicant have requested 1,000 GPM at 20 PSI residual pressure for fire protection. The District has adequate water supply, pumping capacity and distribution lines to meet the fireflow demand requested with the line extensions proposed above.

Estimated Costs

The applicant has requested 63 residential EDUs. The current cost of 63 EDUs of service as requested are detailed below:
- Water acquisition fees @ $7,480.77 per EDU = $471,288.51
- Water impact fees @ $7,423 per EDU = $467,649.00
- Meter cost 5/8x3/4-inch @ $800 = $42,400 plus actual meter cost;
- Meter cost 1-inch @ $985 = $3,940 plus actual meter cost;
- Any associated inspections, installation, and fees per policy.

There are 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 Montecristo Estates, LLC (hereinafter, "Developer") and Green Valley Special Utility District, hereinafter referred to as "GVSUD" or the "District."

WHEREAS, Developer is engaged in developing that certain approximately 15 acres of land located south of the intersection of Coy Lane and Cowboy Knoll, in the City of Cibolo 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 residential subdivision on the Property with 53 residential lots and has requested 53 5/8" x 3/4" residential meters and four one-inch meter for a total of 63 Equivalent Dwelling Units ("EDU") of retail water service; 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 for the Property are set forth in the April 17, 2026 Montecristo Estates

Water Service Feasibility Study prepared by Utility Engineering Group, 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 by the Developer to, and approved by, GVSUD.

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. Except as specified in this Agreement, in the event of a conflict between this Agreement and Exhibit B, the terms and conditions identified in Exhibit B shall control.

a. <u>Subdivision System.</u>

The "Subdivision System" improvements 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. <u>District System.</u>

The "District System" improvements 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 the cost of connecting the Subdivision System improvements to the existing GVSUD 8-inch waterlines along Coy Lane near Cowboy Knoll and Saddle Breeze. Developer shall also be responsible for all internal waterlines and other appurtenances including fire hydrants within the Property, which waterlines and appurtenances must be compliant with the fireflow criteria of the local jurisdiction.

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. <u>Fire Flows</u>.

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. <u>Required Easements or Rights-of-Way</u>.

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 any easements on privately owned land determined by GVSUD to be necessary for the construction of the District System improvements, 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 easements 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 temporary 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. <u>Service from the Water System Extension</u>.

(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 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 such

improvements are dedicated to and accepted by GVSUD and the one-year warranty period has expired. 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. GVSUD shall maintain all Water System Extension improvements upon proper completion of construction. 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 GVSUD 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 ACH or cashier's check to 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. Notwithstanding the payment timing referenced in Exhibit B, GVSUD and Developer agree that water acquisition fees shall be due and payable to GVSUD no later than ninety (90) days following the Effective Date of this Agreement

(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 for in this Agreement, 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 two calendar years. The Agreement term will extend automatically if the Water System Extension improvements remain under construction, all applicable GVSUD fees have been timely paid, and Developer or its successor has complied with all GVSUD rules and regulations. GVSUD may terminate this Agreement without reimbursement to Developer in the event that any GVSUD cost invoiced to Developer has not been paid to GVSUD within 90 days of the date of invoice.

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
Tel. (830) 914-2330

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:

Montecristo Estates, LLC
Attn: Luis Estrada
5169 Randolph Boulevard, Bldg. 5
San Antonio, TX 78233
Tel. 210-781-8505

with copy to:

Bjorn Boentges, P.E., CFM
Concept Ascend
200 East Grayson Street, Suite 210
San Antonio, TX
78215

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

13. <u>Severability</u>.

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

EXHIBIT "A"

Tract 1
Being 9.986 acres more or less, out of the Santo Domingues Survey No. 152, Abstract 110, Guadalupe County, Texas, and being that same Tract 1 described in Warranty Deed Reserving a Life Estate recorded in Document No. 202093028862, Official Public Records of Guadalupe County, Texas; said 9.986 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the North corner of this 9.986 acres, same being the North corner of Coy Lane and on the southeast line of Saddle Creek Ranch Subdivision Unit 7 (Volume 9, Page 365), same also being the northwest corner of the Michael W. Hawk, et ux 0.310 acres (Volume 610, Page 836) and the **POINT OF BEGINNING**;

THENCE along the lines common to this 9.986 acres and said Hawk 0.310 acres, the following courses and distances:

South 30 degrees 54 minutes 08 seconds East (called South 30 degrees 17 minutes 42 seconds East), at a distance of 60.00 feet pass a 1/2-inch iron rod capped "WALS" set for an offset in the southeast Right-of-Way of said Coy Lane, and continuing for a total distance of 143.35 feet (called 143.40 feet) to a 2-inch metal fence post for an interior corner of this 9.986 acres, same being the South corner of said Hawk 0.310 acres;

North 60 degrees 25 minutes 35 seconds East (called North 61 degrees 01 minutes 40 seconds East), a distance of 93.91 feet (called 94.00 feet) to a 1/2-inch iron rod found for an exterior corner of this 9.986 acres, same being the southeast corner of said Hawk 0.310 acres and on the southwest line of the Howard W. Long, et ux 21.243 acres (Volume 2693, Page 601);

THENCE along the line common to this 9.986 acres and said Long 21.243 acres, South 31 degrees 10 minutes 22 seconds East (called South 30 degrees 17 minutes 42 seconds East), a distance of 787.02 feet (called 787.52 feet) to a 1/2-inch iron rod found for the southeast corner of this 9.986 acres, same being the North corner of Lot 17, Block 7, Cibolo Vistas, Phase 4 (Volume 8, Page 200);

THENCE along the line common to this 9.986 acres and said Block 7, South 59 degrees 40 minutes 35 seconds West (called South 60 degrees 27 minutes 06 seconds West), at a distance of 172.40 feet pass 0.40 feet to the right of a 1/2-inch iron rod found for the common northwest corner of Lots 18 and 19, at a distance of 322.49 feet pass 0.33 feet to the right of a 1/2-inch iron rod found for the common northwest corner of Lots 21 and 22, and continuing for a total distance of 481.24 feet (called 481.54 feet) to a 1/2-inch iron rod found for the South corner of this 9.986 acres, same being on the northwest line of Lot 24 and for the southeast corner of 4.991 acres surveyed this same date (Tract 2);

THENCE along the line common to this 9.986 acres and said Tract 2, North 31 degrees 08 minutes 42 seconds West (called North 30 degrees 17 minutes 42 seconds West), at a distance of 873.70 feet pass a 1/2-inch iron rod capped "WALS" set for an offset in the southeast Right-of-Way of said Coy Lane, and continuing for a total distance of 933.70 feet (called 933.63 feet) to a 1/2-inch iron rod capped "WALS" set for the northwest corner of this 9.986 acres, same being the North corner of said Tract 2 and on the southeast line of said Saddle Creek Ranch Subdivision Unit 7, same also being on the northwest Right-of-Way of said Coy Lane;

THENCE along the northwest Right-of-Way of said Coy Lane, North 59 degrees 59 minutes 14 seconds East (called North 60 degrees 43 minutes 23 seconds East), a distance of 387.61 feet (called 387.57 feet) to the **POINT OF BEGINNING**, and containing 9.986 acres of land, more or less.

Tract 2
Being 4.991 acres more or less, out of the Seato Dominguez Survey No. 152, Abstract 110, Guadalupe County, Texas, and being that same Tract 2 described in Warranty Deed Reserving a Life Estate recorded in Document No. 202099028862, Official Public Records of Guadalupe County, Texas; said 4.991 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of this 4.991 acres, same being the North corner of the Victor Garcia, et ux 5.004 acres (Document No. 202299032242) and on the northwest Right-of-Way of Coy Lane, same also being on the southeast line of the Saddle Creek Ranch Subdivision Unit 7 (Volume 9, Page 365) and the **POINT OF BEGINNING**;

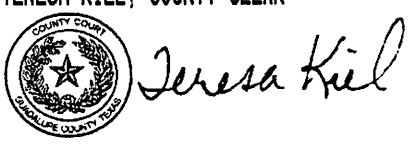
THENCE along the northwest Right-of-Way of said Coy Lane, North 59 degrees 59 minutes 14 seconds East (called North 60 degrees 17 minutes East), a distance of 233.10 feet to a 1/2-inch iron rod capped "WALS" set for the North corner of this 4.991 acres, same being the northwest corner of 9.986 acres surveyed this same date (Tract 1);

THENCE along the line common to this 4.991 acres and said Tract 1, South 31 degrees 08 minutes 42 seconds East (called South 30 degrees 55 minutes East), at a distance of 60.00 feet pass a 1/2-inch iron rod capped "WALS" set for an offset in the southeast Right-of-Way of said Coy Lane, and continuing for a total distance of 933.70 feet to a 1/2-inch iron rod found for the southeast corner of this 4.991 acres, same being the South corner of said Tract 1 and on the northwest line of Lot 24, Block 7, Cibolo Vistas, Phase 4 (Volume 8, Page 200);

THENCE along the line common to this 4.991 acres and said Lot 24, South 59 degrees 43 minutes 52 seconds West (called South 60 degrees 00 minutes West), a distance of 232.40 feet (called 233.1 feet) to a 1/2-inch iron rod found for the South corner of this 4.991 acres, same being on the northwest line of the Debra A. Meyer 15.196 acres (Volume 2665, Page 885) and for the southeast corner of said Garcia 5.004 acres;

THENCE along the line common to this 4.991 acres and said Garcia 5.004 acres, North 31 degrees 11 minutes 12 seconds West (called North 30 degrees 55 minutes West), at a distance of 874.76 feet pass a 1/2-inch iron rod capped "WALS" set for an offset in the southeast Right-of-Way of said Coy Lane, and continuing for a total distance of 934.76 feet (called 934.8 feet) to the **POINT OF BEGINNING**, and containing 4.991 acres of land, more or less.

202599030773
I certify this instrument was FILED and RECORDED
in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
12/08/2025 11:00:51 AM PAGES: 4 MARISSA
TERESA KIEL, COUNTY CLERK



GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit B – Water Service Feasibility Study for the Property

GREEN VALLEY SPECIAL UTILITY DISTRICT

TRANSMITTAL

TRANSMITTAL ID: 03172026B
DATE: 04/30/2026
PURPOSE: Water Feasibility Study Review and Approval
VIA: EMAIL
GVSUD PROJECT NAME: 2026 Montecristo Subdivision
GVSUD PROJECT NUMBER: N/A
SUBJECT: Water Feasibility Study Review and Approval

FROM

NAME	COMPANY	EMAIL	PHONE
Mikayla Bradshaw	GVSUD	mbradshaw@gvsud.org	210-480-7756

TO

NAME	COMPANY	EMAIL	PHONE
Damien Herrera	Concept Ascend	herreradj@corrient-pllc.com	210-595-9565

WE ARE SENDING YOU ☑ **ATTACHED** ☐ **UNDER SEPARATE COVER VIA** _____

☑ Feasibility Study ☐ Plan Approval Letter ☐ Revised Plans/Plats ☐ Documents

☐ NSSA ☐ Invoice ☐ Testing Reports ☐ Other _____

QUANTITY	DESCRIPTION
1	Water Services Memo
1	Water Services Feasibility Study

THESE ARE TRANSMITTED as checked below:

☑ For Approval ☐ For Correction ☐ Approved ☐ For Your Use

☑ For Signature ☐ As Requested ☑ For Review and Comment

REMARKS:

This Feasibility study will expire six months from the date of this transmittal. Please review & if there are any questions or concerns, please email me at mbradshaw@gvsud.org with those concerns. If you wish to go to contract after reviewing the study & transmittal, please return this transmittal signed to mbradshaw@gvsud.org, consenting GVSUD to move this study forward into composing a non-standard service agreement (NSSA), aka contract. The NSSA will take 45-60 days to complete, then it will be provided to the applicant for review. Upon receiving the signed NSSA, it will be scheduled to be provided to the GVSUD Board of Directors at the next available monthly BOD meeting for approval consideration. The GVSUD BOD meets once monthly, typically on the fourth Thursday of each month. If approved, the executed NSSA will be provided to the applicant. Contact mbradshaw@gvsud.org or developer@gvsud.org with any questions regarding the study as it will be binding with the NSSA.

COPY TO: Luis Estrada

SIGNED:

UTILITY ENGINEERING GROUP

Memorandum

Date: April 17, 2026

To: Mr. Travis Basham
District Engineer - AGM
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: Montecristo Estates – Cibolo ETJ – Water Service Request

Project Name: Montecristo Estates
Equivalent Dwelling Unit (EDU) requested: 53 Residential EDUs, 10 EDU irrigation

Project Description: GVSUD received a request for service for a 53 lot residential development within the District's water CCN totaling 53 EDUs and 10 irrigation EDUs.

Project Service Requirements: To serve the tract, the applicant will be required to connect to the 8 inch waterline on Coy Lane at both Saddle Breeze and Cowboy Knoll intersections.

Developer Cost: The developer cost associated with these meter sets are estimated to total $985,277.51 for impact fee, water acquisition fees, tap, meter set, and deposit.

GVSUD Cost: The study does not anticipate any direct costs will be covered by GVSUD.

Contract Conditions: All standard contract provisions apply.

- End Memo -

Green Valley Special Utility District

Montecristo Estates Water Service Feasibility Study

April 2026

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. 6096-360

Location Map:





UTILITY ENGINEERING GROUP PLLC

Table of Contents

1. Introduction 3

2. Land Use Projections 3

3. Water Availability 3

4. Existing GVSUD Infrastructure 4

4.1 Impact to Water Supply 4

4.2 Impact to the District's Distribution System 4

4.3 Calculated Pressure 5

4.4 Impact to Water Storage 5

5. Fireflow Demand Request 5

6. Estimated Costs 5

7. Conclusions and Recommendations 6

Attachment 1 – Easement Certification 8

Attachment 2 – GIS Exhibit 10

Attachment 3 – Location Map 12

1. Introduction

Green Valley Special Utility District (GVSUD) received the application for residential service from Montecristo Estates, LLC for their Montecristo development tract on March 11, 2026 and a revised request on March 16, 2026. Utility Engineering Group, PLLC (UEG) was authorized to prepare a water feasibility study for the proposed subdivision.

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 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 property is located within the City of Cibolo ETJ and Guadalupe County but will be annexed into the city limits per the development agreement provided in their application. The proposed development is located south of the Coy Lane and Cowboy Knoll intersection. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop 1 phase on the property with a total of 53 residential lots on the 14.98-acre tract. The applicant has requested a total of 53 – 5/8x3/4-inch water meters and 4 – 1-inch meters for irrigation for a total of 63 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 25.2 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 project and District owned wells. 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 Montecristo Estates property 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 Plant 1 EST and Plant 11 pump station. 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 8 inch diameter distribution line along Coy Lane at both Cowboy Knoll and Saddle Breeze. The developer's current plan shows a 12 inch along

Coy Lane through the tract but the GIS mapping available to UEG at the time of the study shows that the 12 inch is not currently in place. The development water distribution plan shall consist of connected to the two 8 inch lines as shown in the attached markup.

4.3 Calculated Pressure

The property will be served by the Plant 1 EST. We estimate the pressure in this area to be 60 psi.

4.4 Impact to Water Storage

The Plant 1 EST provides adequate storage for this development. GVSUD also has redundant storage within the distribution system to reliably serve this proposed 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 Cibolo ETJ and Guadalupe County. The city will require compliance with the International Fire Code. The city fire marshal and applicant have requested 1,000 gpm at 20 psi residual pressure for fire protection.

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 63 residential EDUs. The current cost of 63 EDUs of

service as requested are detailed below:

- Water acquisition fees @ $7,480.77 per EDU = $471,288.51
- Water impact fees @ $7,423 per EDU = $467,649.00
- Meter cost 5/8x3/4-inch @ $800 = $42,400 plus actual meter cost;
- Meter cost 1-inch @ $985 = $3,940 plus actual meter cost;
- Any associated inspections, installation, and fees per policy.

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 as discussed in this study.
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 Cibolo/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. Applicant to connect to the 8 inch line at Coy Lane and Cowboy Knoll and Coy Lane and Saddle Breeze intersections as well as abandon the existing 6 inch waterline shown on the GIS exhibit fronting Coy Lane.

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 March 2026 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 "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.

REV 09/23

Attachment 2 – GIS Exhibit

GVSUD System Map



3/16/2026

- Guadalupe Meters
- Guadalupe FH
- Flush & Blowoff Valve
- GATE VALVES
- 3/4 INCH WATER
- 1 INCH WATER
- 6 INCH WATER
- 8 INCH WATER
- 12 INCH WATER
- ROW
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 60cm Resolution Metadata

1:2,135

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Microsoft, Vantor

Attachment 3 – Location Map

53 RESIDENTIAL LOTS, 4 OPEN SPACE (NON-RESIDENTIAL LOTS), IN 3 BLOCKS

SUBDIVISION PLAT ESTABLISHING

MONTE CRISTO SUBDIVISION

BEING A TOTAL OF 14.977 ACRES OF LAND, COMBINED TRACT 1 AND TRACT 2, AS DESCRIBED HEREIN. TRACT 1:BEING 9.986 ACRES MORE OR LESS, OUT OF THE SEXTO DOMINGUEZ SURVEY NO. 152, ABSTRACT 110, GUADALUPE COUNTY, TEXAS, AND BEING THAT SAME TRACT 1 DESCRIBED IN WARRANTY DEED RESERVING A LIFE ESTATE RECORDED IN DOCUMENT NO. 202099028862, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS. TRACT 2:BEING 4.991 ACRES MORE OR LESS, OUT OF THE SEXTO DOMINGUEZ SURVEY NO. 152, ABSTRACT 110, GUADALUPE COUNTY, TEXAS, AND BEING THAT SAME TRACT 2 DESCRIBED IN WARRANTY DEED RESERVING A LIFE ESTATE RECORDED IN DOCUMENT NO. 202099028862, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

CONCEPT ASCEND

TBPELS F-23171

CONCEPT ASCEND LLC
200 E GRAYSON ST, STE 210
SAN ANTONIO, TX 78215
CONCEPTASCEND.COM
(830) 210-0122

RICKMAN LAND SURVEYING, LLC

TBPLS FIRM NO. 101919-00
419 BIG BEND
CANYON LAKE, TEXAS 78133
(830) 935-2457
RICKMANLANDSURVEYING.COM

DATE OF PREPARATION 9/18/2025



LOCATION MAP

NOT-TO-SCALE

LEGEND

◎	1/2" IRON ROD FOUND (UNLESS NOTED)
○	1/2" IRON ROD SET
— —1190— —	EXISTING CONTOURS
——— — ———	R.O.W. CENTERLINE
AC	ACRE
DPR	DEED AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
OPRGC	OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
ESM'T	EASEMENT
NCB	NEW CITY BLOCK
G.E.T.C.A.	GAS, ELECTRIC, TELEPHONE, CABLE/COMMUNICATIONS

- ⬡A 15' G.E.T.CA. ESM'T (GAS, ELECTRIC, TELEPHONE, AND CABLE TELEVISION ESM'T)
- ⬡B 10' G.E.T.CA. ESM'T (GAS, ELECTRIC, TELEPHONE, AND CABLE TELEVISION ESM'T)
- ⬡C 15' SANITARY SEWER ESM'T
- ⬡D 15' WATER ESM'T
- ⬡E 15' R.O.W. DEDICATION

- Ⓐ EXISTING 15' WATER PIPELINE ESM'T. VOL. 547, PG. 754 OPRGC
- Ⓑ EXISTING 10' RIGHT-OF-WAY TO G.V.E.C. DOC. NO. 202399026295
- Ⓒ 15' ELECTRIC ESM'T. VOL. 522, PG. 909 OPRGC
- Ⓓ VARIABLE WIDTH ESM'T. VOL. 8, PG. 200 OPRGC
- Ⓔ 20' WATER LINE ESMT. DOC. NO. 201999018046

GENERAL NOTES

THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NESSESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF CIBOLO IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.

ROUTINE MAINTENANCE OF WEEDS AND GRASS IN ALL EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER, HOA AND/OR PROPERTY OWNER ASSOCIATION ON WHICH THE EASEMENT IS LOCATED IN ACCORDANCE WITH CITY OF CIBOLO CODE OF ORDINANCES PROVISIONS FOR HIGH WEEDS AND GRASS.

A GEOTECHNICAL REPORT DEMONSTRATING COMPLIANCE WITH ALL RECOMMENDED PRACTICE FOR THE DESIGN OF RESIDENTIAL FOUNDATIONS VERSION 1 STANDARDS OF THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS. THE GEOTECHNICAL STANDARDS OF THE CITY OF CIBOLO UDC AND THE CITY OF CIBOLO BUILDING CODE, EACH OF WHICH AS MAY BE AMENDED, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CIBOLO AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.

NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OR RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEERS.

MAINTENANCE NOTE: THE MAINTENANCE OF DRAINAGE EASEMENTS, ACCESS EASEMENTS, GREENBELTS, AND OPEN PERMEABLE PLACES SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNERS ASSOCIATION AND THEIR SUCCESSORS OR ASSIGNEES AND NOT THE RESPONSIBILITY OF THE CITY OF CIBOLO OR GUADALUPE COUNTY.

THIS PLAT CONTAINS APPROXIMATELY 2,137 L.F. OF ROADWAY

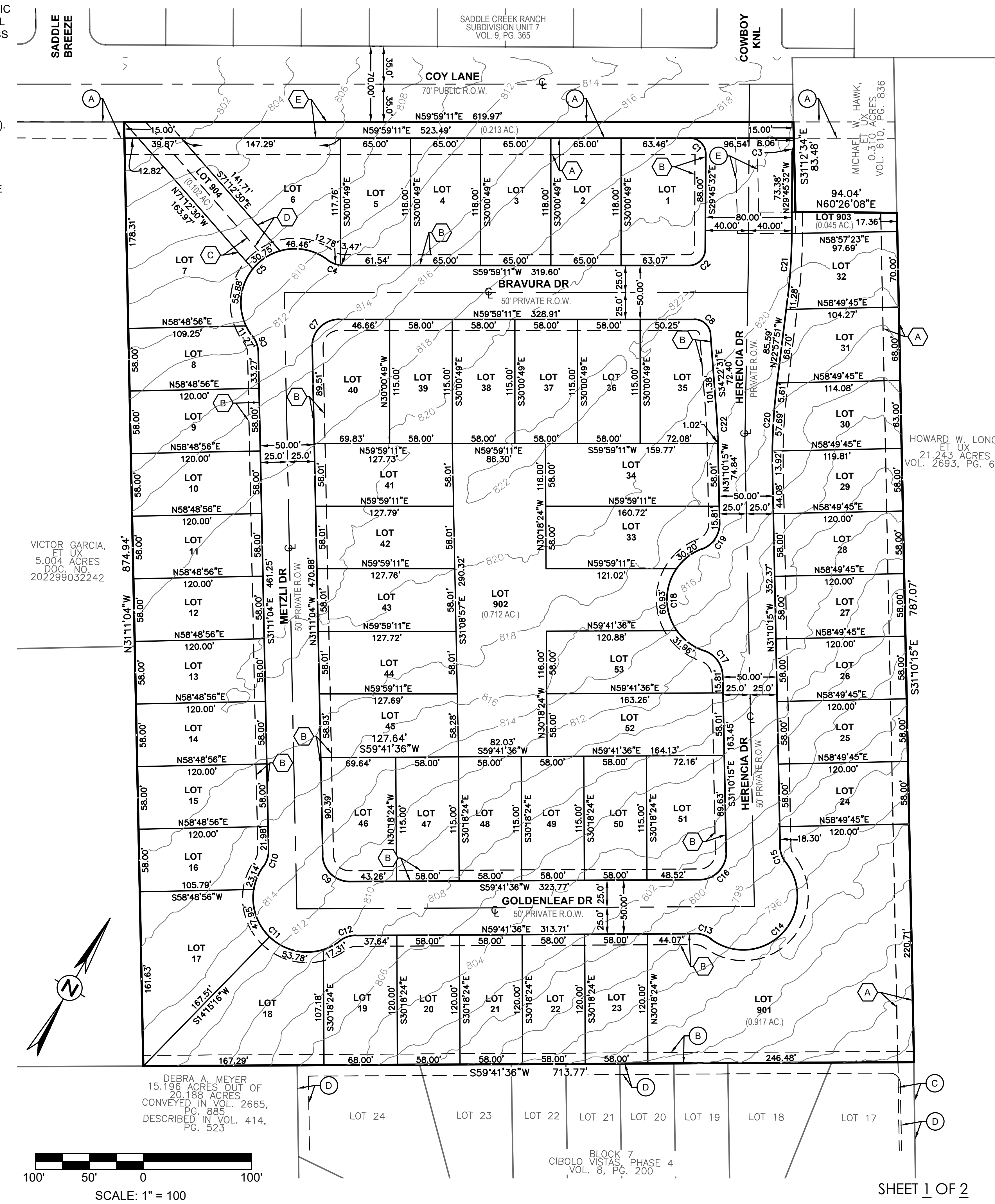
DEDICATED R.O.W. ALONG COY LANE WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION UNTIL IT IS DEVELOPED.

NOTES

1. THE PROPERTY SHOWN HEREON IS LOCATED IN THE CITY OF CIBOLO, GUADALUPE COUTY AND IS ZONED TF-1 (WITH STIPULATIONS AS PER DEVELOPMENT AGREEMENT)
2. UTILITIES WILL BE PROVIDED BY THE FOLLOWING:
   WATER ------ GREEN VALLEY SPECIAL UTILTY DISTRICT
   SEWER ------ CITY OF CIBOLO
   ELECTRICITY ------ GUADALUPE VALLEY ELECTRIC COOPERATIVE
3. ALL WORKMANSHIP AND MATERIALS FOR THE WATER SYSTEM SHALL CONFORM TO THE CONSTRUCTION STANDARDS OF THE CITY OF CIBOLO.
4. THE PROPERTY SHOWN HEREON IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
5. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC GAS, WATER, SEWER, DRAINAGE, TELEPHONE CABLE EASMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.
6. MONTE CRISTO SUBDIVISION IS LOCATED INSIDE SCHERTZ-CIBOLO-UNIVERSAL CITY SCHOOL DISTRICT.
7. CONCRETE DRIVEWAY APPROACHES AND EAVE OVERHANGS ARE ALLOWED WITHIN THE B.S.L. AND E.T.CATV. EASEMENTS.
8. ALL PROPOSED STREETS UNLESS SPECIFIED AS PRIVATE, WILL BE PRIVATE AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. ALL UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREE AND OTHER OBSTRUCTIONS), READING METERS AND REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
10. 5.0' WIDE ELECTRIC EASEMENTS ARE LOCATED ON ALL ROAD CROSSINGS IN WHICH ELECTRIC LINES ARE PLACED.
11. MINIMUM BUILDING SETBACK LINES SHALL BE 20 FT FROM FRONT PROPERTY LINE. 5 FT FROM THE SIDE PROPERTY LINE, AND 10 FT FROM THE REAR PROPERTY LINE UNLESS OTHERWISE NOTED.
12. GUADALUPE VALLEY ELECTRIC COOPERATIVE (G.V.E.C.) WILL MAINTAIN 5' EASEMENTS FOR SERVICE ENTRANCE TO DWELLINGS, THE EASEMENT WILL VARY DEPENDING UPON LOCATION OF DWELLING.
13. G.V.E.C. SHALL HAVE ACCESS TO THE METER LOCATIONS FROM THE FRONT YARDS WITH THE METER LOCATIONS NOT BEING LOCATED WITHIN A FENCED AREA.
14. FLOOD NOTE: ACCORDING TO FEMA 1% ANNUAL CHANCE (100-YEAR) FLOOD PLAIN AS DEPICTED ON THE FEMA FLOOD INSURANCE RATE MAPS OF GUADALUPE COUNTY, TEXAS, MAP NO. 48187C 0230F DATED NOV. 2, 2007, NO PORTION OF THE PROPERTY LIES ADJACENT TO THE 100-YR FLOODPLAIN.
15. FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM 8" ABOVE EXISTING GROUND.
16. THE CITY OF CIBOLO RESERVES THE RIGHT TO RENAME STREETS AND/OR CHANGE HOUSE NUMBERS DUE TO INCOMPATIBILITY WITH EXISTING NAME AND/OR NUMBER LAYOUT, FOR EMERGENCY VEHICLE RESPONSE, AND MAIL DELIVERY.

SURVEYOR NOTES:

1. SET 1/2" IRON RODS WITH PLASTIC CAP STAMPED, "RICKMAN" AT ALL PROPERTY/LOT CORNERS UNLESS OTHERWISE NOTED.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (93).
3. COORDINATES SHOWN HEREON ARE GRID.
4. DISTANCES SHOWN HEREON ARE GRID.



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 ASSIGNEES, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY OVER AND ACROSS THOSE AREAS MARKED AS "WATERLINE EASEMENT" AND IN ALL STREETS AND BYWAYS, SUCH PIPELINES, SERVICE LINES, WATER METERS AND OTHER WATER SYSTEM APPURTENANCES AS IT REQUIRES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS. 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 MAT BE LOCATED WITHIN 36" PARALLEL TO WATER LINES.

ANY MONETARY LOSS TO GREEN VALLEY S.U.D. 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.

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 FOR GREEN VALLEY SPECIAL UTILITY DISTRICT

THIS LAND DEVELOPMENT PLAT OF MONTE CRISTO SUBDIVISION SUBMITTED TO AND APPROVED BY GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. FOR EASEMENTS.

____
AGENT FOR GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.

THE PROPOSED DEVELOPMENT HAS BEEN REVIEWED AND APPROVED BY THE CIBOLO CREEK MUNICIPAL AUTHORITY (CCMA) FOR WASTEWATER TREATMENT PLANT CAPACITY AND EASEMENTS, ALL FEES DUE FOR IMPACT TO THE SYSTEM AT TIME OF CONNECTION WILL BE CALCULATED AT SUBMITTAL OF BUILDING PERMIT APPLICATION.

____
AGENT FOR CIBOLO CREEK MUNICIPAL AUTHORITY

STATE OF TEXAS
COUNTY OF GUADALUPE

APPROVED ON THIS THE ________ DAY OF ___________________, A.D., 20___, BY THE CITY ENGINEER, CITY OF CIBOLO, TEXAS.

____
CITY ENGINEER, CITY OF CIBOLO

THIS PLAT OF MONTE CRISTO SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF CIBOLO, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS ___________ DAY OF _____________, A.D.,_____________.

BY: ________________________________
MAYOR

BY: ________________________________
CITY SECRETARY

STATE OF TEXAS
COUNTY OF GUADALUPE

THAT I LUIS ESTRADA HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION. IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF CIBOLO, TEXAS.

____
REGISTERED PROFESSIONAL LAND SURVEYOR

SWORN TO & SUBSCRIBED BEFORE ME THIS THE ______DAY OF _______________A.D.________

____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF GUADALUPE

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE EXCEPT FOR THOSE VARIANCES THAT MAY BE GRANTED BY THE CITY COUNCIL OF THE CITY OF CIBOLO.

____
LICENSED PROFESSIONAL ENGINEER

SWORN TO & SUBSCRIBED BEFORE ME THIS THE ______DAY OF _______________A.D.________

____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF GUADALUPE

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

____
OWNER SIGNATURE: LUIS ESTRADA

STATE OF TEXAS
COUNTY OF GUADALUPE

BEFORE ME, THE UNDERSIGED AUTHORITY ON THIS DAY PERSONALLY APPEARED ____________________________ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOLLOWING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ______DAY OF _______________A.D.________

____
NOTARY PUBLIC
GUADALUPE COUNTY, TEXAS

MEMORANDUM

Date: September 4, 2026
Project Name: Pic N Pac #16 Carwash - Water Non-Standard Service Agreement
Applicant: Wuest Investments, LLC
Location: Intersection of Green Valley Rd. & FM 1103

Water Development Plan

The property is located within the City of Cibolo City Limits and Guadalupe County. The proposed development is located north of Green Valley Road and west of FM 1103. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop 1 phase on the property with a total of 10.5 EDUs on the 1.419-acre tract. The applicant has requested a total of 1 – 2-inch water meters and 1 – 1-inch meter for irrigation for a total of 10.5 Equivalent Dwelling Units (EDU). With the 0.4 acre-feet per connection demand, this request totals 4.2 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 project and District owned wells. To aid in GVSUD's long-term planning efforts, we encourage developers to manage the water resources in the most efficient manner. GVSUD will serve this development from the Plant 1 EST and Plant 11 pump station. 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. GVSUD has a 24-inch diameter distribution line along Green Valley Road and a 12 inch along FM 1103. The connection point to the main will be established and reviewed during plan review. The city will require compliance with the International Fire Code. Fireflow was not requested in the application for service but a hydrant is adjacent to the site. The District has adequate water supply, pumping capacity and distribution lines to meet the fireflow demand requested with the line extensions proposed above.

Estimated Costs

The applicant has requested 10.5 commercial EDUs. The current cost of 10.5 EDUs of service as requested are detailed below:

- Water acquisition fees @ $7,480.77 per EDU = $78,548.09
- Water impact fees @ $7,423 per EDU = $74,230.00
- Meter cost 2-inch @ $1,285 = $1,285 plus actual meter cost;
- Meter cost 1-inch @ $985 = $985 plus actual meter cost;
- Any associated inspections, installation, and fees per policy.

There are 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 Wuest Investments, LLC (hereinafter, "Developer") and Green Valley Special Utility District, hereinafter referred to as "GVSUD" or the "District."

WHEREAS, Developer is engaged in developing that certain approximately 1.42 acres of land designated as Turning Stone Lot 24, Block 7, Unit C1 by recorded plat record located west of FM 1103 and north of Green Valley Road in the City of Cibolo corporate limits, 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 commercial car wash facility on the Property with one two-inch water meter and one 1-inch irrigation meter for a total of 10.5 Equivalent Dwelling Units ("EDU") of water service; 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. <u>Water System Extension.</u>

The Water System Extension, consisting of the District System and Subdivision System improvements, 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 for the Property are set forth in the April 22, 2026 Pic n Pac No. 16

Carwash Water Service Feasibility Study prepared by Utility Engineering Group, 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 by the Developer to, and approved by, GVSUD.

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.

a. Subdivision System.

The "Subdivision System" improvements 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.

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.

b. District System.

The "District System" improvements 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 District System improvements 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 the cost of connecting the Subdivision System improvements to an existing GVSUD

distribution line along either Green Valley Road or FM 1103, with the point of interconnection to be finalized during GVSUD's plan review process. Fire hydrant and valve locations will be evaluated during plan review, but must be compliant with the fireflow criteria of the local jurisdiction.

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. <u>Fire Flows</u>.

Developer has not requested fire flow for the Property. 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. <u>Required Easements or Rights-of-Way</u>.

Although no easements are anticipated to provide service to the Property, Developer shall be responsible for dedicating at Developer's cost any easements across the Property required for the provision of service. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically consented to in writing by GVSUD.

All pipeline easements assigned to GVSUD 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. <u>Service from the Water System Extension</u>.

(a) After proper completion and dedication of the District System improvements 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 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. <u>Subdivision Restrictions</u>.

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. <u>Cost Changes.</u>

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. <u>Construction of the Water System Extension.</u>

(a) Subdivision System.

(1) Developer shall select its own contractor for the construction of the Subdivision System. 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.

(b) District System.

(1) The District may elect, at Developer’s sole expense, to advertise to receive bids for the construction of any required District System improvements in accordance with generally accepted bidding practices and, if so exercised, shall award the contract for the construction of the District System improvements. 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 improvements 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 Water System Extension 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 such improvements are dedicated to and accepted by GVSUD and the one-year warranty period has expired. 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. <u>Dedication of Water System Extension to GVSUD</u>.

Upon proper completion of construction of the District System improvements and final inspection thereof by GVSUD, the District System improvements shall be dedicated to GVSUD by an appropriate legal instrument approved by GVSUD's Attorney. Developer or its assigns shall retain ownership of the Subdivision System improvements following their placement into service. GVSUD shall maintain all District System improvements upon proper completion of construction. Developer shall bear any costs of remediation or rehabilitation necessary to bring the District System improvements into compliance with all state, federal, and GVSUD standards before acceptance by GVSUD. GVSUD shall have the sole decision of when the District System improvements are acceptable. The District System improvements 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. <u>Cost of the Water System Extension</u>.

(a) Developer shall pay all costs associated with the District System improvements 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.

(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 ACH or cashier's check to 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. Notwithstanding the payment timing referenced in Exhibit B, water acquisition fees for all proposed service connections for the Property shall be due and payable no later than ninety (90) days following the Effective Date of this Agreement.

(3) Capital recovery fees shall be paid at the time Developer or its assignee requests the initiation of water utility service to the Property at the then-effective capital recovery fee amount in GVSUD's Operations Policy.

(d) Except for the one-year warranty provided for in this Agreement, nothing herein shall be construed as obligating the Developer to maintain the District System Improvements subsequent to their dedication and acceptance for maintenance by GVSUD and the expiration of the warranty period. Developer shall maintain sole ownership and responsibility for maintenance of the Subdivision System improvements.

(e) If the Developer requests GVSUD to install a meter 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. <u>Term of Contract and Connection Fees</u>.

Execution of this Agreement shall bind the parties for a period of two calendar years. The Agreement term will extend automatically if the Water System Extension improvements remain under construction, all applicable GVSUD fees have been timely paid, and Developer or its successor has complied with all GVSUD rules and regulations. GVSUD may terminate this Agreement without reimbursement to Developer in the event that any GVSUD cost invoiced to Developer has not been paid to GVSUD within 90 days of the date of invoice.

11. <u>Effect of Force Majeure</u>.

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. <u>Notices</u>.

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
Tel. (830) 914-2330

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:

Blanton Development Company
Attn: Perry Blanton, President
451 Entre Rios Blvd.
New Braunfels, TX 78132
Tel. 512-665-1815

with copy to:

Wuest Investments, LLC
Attn: Phil Wuest
2021 SH 46 West, Suite 105
New Braunfels, TX 78132
Tel. 830-358-7127

Either party may change the address for notice 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, provided that Developer may assign the rights and obligations of this Agreement to O'Reilly Auto Enterprises, LLC or an affiliate thereof on written notice to GVSUD. 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

Recorded By: Title Company

6/13

29515stc-dc

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.

CORRECTION SPECIAL WARRANTY DEED

This deed is made in place of and to correct a deed from Grantors to Grantee, dated October 10, 2015, and recorded as Document No. 2016000274 of the Official Public Records of Guadalupe County, Texas. The original deed conveyed a 3.952 acre tract more fully described on Exhibit A attached thereto and made a part thereof; the deed should have included the updated lot/block legal description recorded in the Map and Plat Records of Guadalupe County, Texas. This correction deed is made by Grantors and accepted by Grantee to correct that mistake, is effective on October 10, 2015, and in all other respects confirms the former deed.

Date: Feb. 4, 2016

Grantors: PHILIP D. WUEST, individually
DOROTHY WUEST BRACKER, individually,
HARVEY E. WUEST, JR., individually; and,
ROBERT W. WUEST, as Trustee of the EMRYS ANN RYDER WUEST FAMILY TRUST.

Grantors' Mailing Addresses:

PHILIP D. WUEST
9318 FM 725
McQueeney, Texas 78123

DOROTHY WUEST BRACKER
1305 N. 1056 Road
Lawrence, Kansas 66046

HARVEY E. WUEST, JR.
224 Lake Ridge Drive
Seguin, Texas 78155

ROBERT W. WUEST, as Trustee of the EMRYS ANN RYDER WUEST FAMILY TRUST
1818 Wayside
Seguin, Texas 78155

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Grantee: WUEST INVESTMENTS, LLC, a Texas limited liability company

Grantee's Mailing Address:

WUEST INVESTMENTS, LLC
9318 FM 725
McQueeney, Texas 78123
Guadalupe County

Consideration: As a capital contribution by the Grantors to the Grantee.

Property (including any improvements):

Lot 24, Block 7, TURNING STONE, UNIT C1, a subdivision in Guadalupe County, Texas according to plat recorded under Volume 8, Page 124, Map and Plat Records, Guadalupe County, Texas.

Reservations from Conveyance: None.

Grant, Habendum, and Warranty:

Grantor for the Consideration and subject to the Reservations from Conveyance 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 (including, without limitation, all permits, vested rights and related privileges with respect thereto, if any) to have and hold it to Grantee, 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 above listed Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was administratively prepared by Granstaff, Gaedke & Edgmon, P.C. from information provided by the Grantor. No opinion as to title is made or should be construed from this instrument. Granstaff, Gaedke & Edgmon, P.C. has not examined the title to the subject property or otherwise investigated the accuracy of the information provided.

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GRANTORS:

Philip D Wuest

PHILIP D. WUEST

THE STATE OF TEXAS §
§
COUNTY OF Guadalupe §

This instrument was acknowledged before me on Feb. 5, 2016, by PHILIP D. WUEST in the capacity stated.

DONNA J. RAETZSCH
Notary Public, State of Texas
Notary ID# 646466
My Commission Expires
JULY 7, 2017

Donna J Raetzsch

Notary Public for the State of Texas

DOROTHY WUEST BRACKER

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by DOROTHY WUEST BRACKER in the capacity stated.

Notary Public for the State of _____

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GRANTORS:

_____
PHILIP D. WUEST

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by PHILIP D. WUEST in the capacity stated.

_____
Notary Public for the State of Texas

Dorothy Wuest Bracker
DOROTHY WUEST BRACKER

THE STATE OF KANSAS §
§
COUNTY OF DOUGLAS §

This instrument was acknowledged before me on February 4, 2016, by DOROTHY WUEST BRACKER in the capacity stated.

NOTARY PUBLIC - State of Kansas
CAROL E. AMYX
My Appt. Exp 12-2-19

Carol E Amyx
Notary Public for the State of KS

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HARVEY E. WUEST, JR.

THE STATE OF TEXAS §
§
COUNTY OF Guadalupe §

This instrument was acknowledged before me on Feb. 5, 2016, by HARVEY E. WUEST, JR., in the capacity stated.

DONNA J. RAETZSCH
Notary Public, State of Texas
Notary ID# 646466
My Commission Expires
JULY 7, 2017

Notary Public for the State of Texas

UNOFFICIAL COPY NOT RECORDABLE - UNOFFICIAL COPY NOT RECORDABLE

ROBERT W. WUEST, Trustee of the EMRYS
ANN RYDER WUEST FAMILY TRUST

THE STATE OF TEXAS §
§
COUNTY OF Guadalupe §

This instrument was acknowledged before me on Feb. 4, 2016, by ROBERT W. WUEST in the capacity stated.

DONNA J. RAETZSCH
Notary Public, State of Texas
Notary ID# 646466
My Commission Expires
JULY 7, 2017

Notary Public for the State of Texas

AFTER RECORDING RETURN TO:
GRANSTAFF, GAEDKE & EDGMON, P.C.
c/o J. Mark Edgmon
5535 Fredericksburg Rd., Suite 110
San Antonio, Texas 78229
Tel: (210) 348-6600
Fax: (210) 366-0892

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TERESA KIEL, COUNTY CLERK
GUADALUPE COUNTY, TEXAS

Teresa Kiel

→ Sequel Title

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GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit B – Water Service Feasibility Study for the Property

TRANSMITTAL

TRANSMITTAL ID: 05122026A
DATE: 05/12/2026
PURPOSE: Water Feasibility Study Review and Approval
VIA: EMAIL
GVSUD PROJECT NAME: Pic N Pac #16 Carwash
GVSUD PROJECT NUMBER: N/A
SUBJECT: Water Feasibility Study Review and Approval

FROM

NAME	COMPANY	EMAIL	PHONE
Mikayla Bradshaw	GVSUD	mbradshaw@gvsud.org	210-480-7756

TO

NAME	COMPANY	EMAIL	PHONE
Phil Wuest	Wuest Investments LLC	plats@ink-civil.com	830-358-7127

WE ARE SENDING YOU ☑ **ATTACHED** ☐ **UNDER SEPARATE COVER VIA** _____

☑ Feasibility Study ☐ Plan Approval Letter ☐ Revised Plans/Plats ☐ Documents

☐ NSSA ☐ Invoice ☐ Testing Reports ☐ Other _____

QUANTITY	DESCRIPTION
1	Water Services Memo
1	Water Services Feasibility Study

THESE ARE TRANSMITTED as checked below:

☑ For Approval ☐ For Correction ☐ Approved ☐ For Your Use

☑ For Signature ☐ As Requested ☑ For Review and Comment

REMARKS:

This Feasibility study will expire six months from the date of this transmittal. Please review & if there are any questions or concerns, please email me at mbradshaw@gvsud.org with those concerns. If you wish to go to contract after reviewing the study & transmittal, please return this transmittal signed to mbradshaw@gvsud.org, consenting GVSUD to move this study forward into composing a non-standard service agreement (NSSA), aka contract. The NSSA will take 45-60 days to complete, then it will be provided to the applicant for review. Upon receiving the signed NSSA, it will be scheduled to be provided to the GVSUD Board of Directors at the next available monthly BOD meeting for approval consideration. The GVSUD BOD meets once monthly, typically on the fourth Thursday of each month. If approved, the executed NSSA will be provided to the applicant. Contact mbradshaw@gvsud.org or developer@gvsud.org with any questions regarding the study as it will be binding with the NSSA.

COPY TO:

SIGNED: Phil Wuest

UTILITY ENGINEERING GROUP

Memorandum

Date: April 28, 2026

To: Mr. Travis Basham
District Engineer - AGM
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: Pic n Pac No. 16 Carwash – Cibolo City Limits – Water Service Request

Project Name: Pic n Pac No. 16 Carwash
Equivalent Dwelling Unit (EDU) requested: 8 Commercial EDUs, 2.5 EDU irrigation

Project Description: GVSUD received a request for service for a 1 lot commercial development within the District's water CCN.

Project Service Requirements: To serve the tract, the applicant will be required to connect to either the 24 inch waterline on Green Valley Road or the 12 inch on Cibolo Valley Road.

Developer Cost: The developer cost associated with these meter sets are estimated to total $155,048.09 for impact fee, water acquisition fees, tap, meter set, and deposit.

GVSUD Cost: The study does not anticipate any direct costs will be covered by GVSUD.

Contract Conditions: All standard contract provisions apply.

- End Memo -

Green Valley Special Utility District

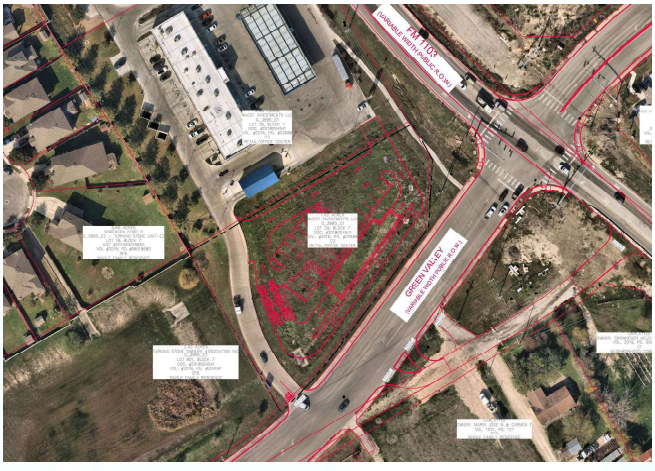
Pic n Pac No. 16 Carwash Water Service Feasibility Study

April 2026

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. 6096-368

STATE OF TEXAS
GARRY D. MONTGOMERY, JR.
114438
LICENSED
PROFESSIONAL ENGINEER

Location Map:



UTILITY ENGINEERING GROUP PLLC

Table of Contents

1. Introduction 3

2. Land Use Projections 3

3. Water Availability 3

4. Existing GVSUD Infrastructure 4

4.1 Impact to Water Supply 4

4.2 Impact to the District's Distribution System 4

4.3 Calculated Pressure 5

4.4 Impact to Water Storage 5

5. Fireflow Demand Request 5

6. Estimated Costs 5

7. Conclusions and Recommendations 6

Attachment 1 – Easement Certification 8

Attachment 2 – GIS Exhibit 10

Attachment 3 – Location Map 12

1. Introduction

Green Valley Special Utility District (GVSUD) received an application for commercial service from Wuest Investments, LLC for the Pic n Pac No. 16 Carwash on March 11, 2026 and a revised request on April 27, 2026. Utility Engineering Group, PLLC (UEG) was authorized to prepare a water feasibility study for the proposed subdivision.

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 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 property is located within the City of Cibolo City Limits and Guadalupe County. The proposed development is located north of Green Valley Road and west of FM 1103. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop 1 phase on the property with a total of 10.5 EDUs on the 1.419-acre tract. The applicant has requested a total of 1 – 2-inch water meters and 1 – 1-inch meter for irrigation for a total of 10.5 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 4.2 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 project and District owned wells. 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 Pic n Pac No. 16 Carwash property 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 Plant 1 EST and Plant 11 pump station. 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 24 inch diameter distribution line along Green Valley Road

and a 12 inch along FM 1103. The connection point to the main will be established and reviewed during plan review.

4.3 Calculated Pressure

The property will be served by the Plant 1 EST. We estimate the pressure in this area to be 65 psi.

4.4 Impact to Water Storage

The Plant 1 EST provides adequate storage for this development. GVSUD also has redundant storage within the distribution system to reliably serve this proposed 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 Cibolo ETJ and Guadalupe County. The city will require compliance with the International Fire Code. Fireflow was not requested in the application for service but a hydrant is adjacent to the site.

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 10.5 commercial EDUs. The current cost of 10.5 EDUs of service as requested are detailed below:

- Water acquisition fees @ $7,480.77 per EDU = $78,548.09

- Water impact fees @ $7,423 per EDU = $74,230.00
- Meter cost 2-inch @ $1,285 = $1,285 plus actual meter cost;
- Meter cost 1-inch @ $985 = $985 plus actual meter cost;
- Any associated inspections, installation, and fees per policy.

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 as discussed in this study.
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 Cibolo/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. Applicant to connect to the either the 24 inch or 12 inch line adjacent to the development.

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 April 2026 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 "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.

REV 09/23

Attachment 2 – GIS Exhibit

GVSUD System Map



4/29/2026

- Guadalupe FH
- Air Release Valve
- Flush & Blowoff Valve
- GATE VALVES
- 3/4 INCH WATER
- 1 INCH WATER
- 2 INCH WATER
- 6 INCH WATER
- 8 INCH WATER
- 12 INCH WATER
- 24 INCH WATER
- RIGHT OF WAYS
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

1:3,415

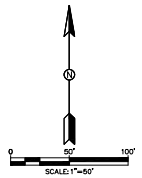
0 0.03 0.05 0.1 mi

0 0.04 0.08 0.16 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Vantor

Attachment 3 – Location Map







PHIL WUEST
9318 FM 725
MCQUEENEY, TX 78123

PIC N PAC #16 CAR WASH

AERIAL EXHIBIT

SHEET 3 OF 15

NO	DATE	ISSUES AND REVISIONS
1	01-17-2025	REVISED PER CITY OF CIBOLO COMMENTS

INK CIVIL
2021 W SH46, STE 105
NEW BRAUNFELS, TX. 78132
PH: 830-358-7127 ink-civil.com
TBPE FIRM F-13351

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Drawing Name: N:\Projects\WUE0004 Pic n Pac #16 Car Wash\Civil\Construction Drawings\3 AERIAL EXHIBIT.dwg Last: catherinekasprik Jun 03, 2025 - 10:21am

GREEN VALLEY SPECIAL UTILITY DISTRICT NON-STANDARD WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into and by and between SA Not for You, LLC, 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 that certain approximately 101.24 acres of land located approximately 200 feet south of the intersection of Schmoekel Road and Stolte Road within the extraterritorial jurisdiction of the City of Cibolo, 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 residential subdivision to be known as Schmoekel Tract, with 620 residential lots to be developed and requires a totally of six-hundred and twenty (620) 5/8" residential meters and two (2) 5/8" meters for irrigation, for a total of 622 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. <u>Water System Extension.</u>

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 May 6, 2024 Schmoekel Tract 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. <u>Subdivision System.</u>

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. <u>District System.</u>

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 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 the cost of design, easement acquisition costs in private easements, and installation of a 12-inch waterline along the road frontage of Stolte Road to GVSUD's existing 12-inch main near the intersection of Stolte Road and Bolton Road as well as all internal waterlines and other appurtenances including fire hydrants within the Property which must be compliant with the fireflow criteria of the local jurisdiction.

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. <u>Fire Flows</u>.

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. <u>Required Easements or Rights-of-Way</u>.

Developer shall be responsible for dedicating any easements across 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 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. <u>Service from the Water System Extension</u>.

(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;

(3) Any applicable water 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 the 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. <u>Dedication of Water System Extension to GVSUD</u>.

Upon proper completion of construction of the District System portion of the Water System Extension and final inspection thereof by GVSUD, the District System 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. <u>Cost of the Water System Extension</u>.

(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 (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 submittal 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.

10. <u>Term of Contract and Connection Fees</u>.

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 two-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.

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."

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:

SA Not For You, LLC
Attn: Blake Yantis, Manager
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 Bexar 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. 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.

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”

EXHIBIT "A"

TRACT 1 – 59.241 acres:

All that certain tract or parcel of land situated in Guadalupe County, Texas, being a part of the Jose Flores Survey being Abst. #134, Wm. Bracken Patentee, Pat. #11, Vol. 8, patent dated April 14, 1848, and being part of a tract of 100 acres conveyed to Albert Achterberg by Fr. Achterberg by deed dated March 4, 1895, and recorded in Book 17 pages 119 and all of a 50 acre tract conveyed to Albert Achterberg by Fr. Achterberg and wife by deed dated April 3, 1895 and recorded in Book 18 pages 174 & 175 of the Guadalupe County Deed Records, and being by metes and bounds described as follows:

BEGINNING at the north corner of said 50 acre tract a stake set in the S.E. line of Charles Stapper's land and corner of the Public County Road;

THENCE S. 30 deg. E. with west boundary of said public road at 477 vrs. the north corner of said 100 acre tract, 707 vrs. to the north corner of a 73¼ acre tract conveyed by Albert Achterberg to Herman Rosenbrock and wife on February 20, 1922;

THENCE S. 60 deg. W. with line of said Herman Rosenbrock to the west corner of same and north corner of this tract;

THENCE N. 30 deg. W. with the west line of said 100 and 50 acre tracts 706 vrs. to a stake in the S.E. line of Charles Stapper's land and west corner of this tract;

THENCE N. 60 deg. E. with north line of said 50 acre tract and S.E. line of Charles Stapper's tract 585 vrs. to the place of beginning and being 73¼ acres of land.

LESS AND EXCEPT 0.45 acre more or less conveyed to Guadalupe County by William Fritz by deed dated March 28, 1936, recorded in Vol. 267, page 125 of the Deed Records of Guadalupe County, Texas.

SAVE & EXCEPT

A 1.79 acre tract of land conveyed by Marvin Schmoekel and wife, Lillian Schmoekel, to Dennis C. Schmoekel et ux by deed dated March 2, 1977, recorded in Volume 532, Pages 104-106, of the Deed Records of Guadalupe County, Texas.

And

SAVE & EXCEPT

All that certain 11.589 acre, more or less, tract situated in the Jose Flores Survey, A-134, Guadalupe County, Texas. Said 11.589 ACRE TRACT is off the northwest end of a tract called 73-1/4 acres in conveyance from Marvin Schmoekel to Arthur Schmoekel dated January 29, 1953, recorded in Volume 263, Page 350 of the Deed Records of said county and being described by metes and bounds as follows:

BEGINNING at a one inch diameter iron pipe found marking the west corner of the tract herein described, same being the west corner of said 73-1/4 acre tract, being the north corner of residue called 100.15 acre tract in conveyance from Sue Bridges Holman to Sue Bridges Holman, et al, Trustees dated June 28, 2013, recorded in Volume 4105, Page 73 of the Official Records lying in the southeast line of residue called 88.712 acres in conveyance from National Bank of Commerce of San Antonio to Marvin Schmoekel dated April 2, 1983, recorded in Volume 665, Page 300 of the Official Records of said county.

THENCE with the northwest line of the tract herein described, same being the common line of said 73-1/4 acre tract with that of said 88.712 acre tract, a tract called 5.001 acres in conveyance from Lillian Schmoekel to Dean A. Schmoekel, et ux dated August 23, 2010, recorded in Volume 2904, Page 299 of the Official Records, called 0.750 acre in conveyance from Marvin Schmoekel, et ux to Dean A. Schmoekel dated May 12, 1987, recorded in Volume 807, Page 449 of the Official Records, and said residue called 88.712 acre tract N 58° 34' 46" E at 178.34 feet a 1/2 inch diameter rebar found with cap (B&A) marking a southeast corner of said 88.712 acre tract, south corner of said 5.001 acre tract and at 1618.95 feet (called N 60° E) a 1/2 inch diameter rebar set with cap (B&A) marking the north corner of the tract herein described, same being the north corner of said 73-1/4 acre tract lying in the southeast line of said residue 88.712 acre tract, the west corner called 0.45 acre tract in conveyance from William Fritz to Guadalupe County dated March 31, 1937, recorded in Volume 167, Page 125 of the Deed Records and lying in the southwest line of Stolte Road.

THENCE with the northeast line of the tract herein described, same being a segment of the common line of said 73-1/4 acre tract with that of said 0.45 acre tract and along a segment of the southwest line of said Stolte Road S 30° 57' 53" E 311.79 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the east corner of the tract herein described. Said rebar bears N 30° 57' 53" W 590.85 feet from a one inch diameter iron pipe found marking the north corner of a tract called 1.79 acres in conveyance from Marvin Schmoekel, et ux to Dennis C. Schmoekel, et ux dated March 11, 1977, recorded in Volume 532, Page 104 of the Deed Records of said county.

THENCE with the southeast line of the tract herein described into and across said 73-1/4 acre tract S 58° 34' 46" W at 809.70 feet a 1/2 inch diameter rebar set with cap (B&A) and at 1619.40 feet a 1/2 inch diameter rebar set with cap (B&A) marking the south corner of the tract herein described lying in the common line of said 73-1/4 acre tract with that of said residue 100.15 acre tract.

THENCE with the southwest line of the tract herein described along a segment of the common line of said residue 73-1/4 acre tract with that of said residue 100.15 acre tract N 30° 52' 55" W (called N 30° W) 311.79 feet to the PLACE OF BEGINNING and containing 11.589 ACRES OF LAND. (Basis of bearing is Geodetic North as per GPS observation dated April 6, 2018. Field notes are according to an on-the-ground survey dated May 9, 2018, made by KEN L. REININGER, P.E. & R.P.L.S.)

TRACT 2 – 30 acres:

All that certain tract or parcel of land in Guadalupe County, Texas, being the Northwest portion of the 73.25 acre tract out of the Jose Flores Survey No. 63, conveyed to Herbert Pfeil and wife to W.A. Schaefer and wife by deed dated Mar. 12, 1951 and recorded in Vol. 250, page 446 if the deed records of Guadalupe County, Texas; said Northwest portion being more particularly described by metes and bounds as follows:

BEGINNING at the North corner of the 73.25 acre tract, a point in the Southwest line of a fifty foot county road;

THENCE S. 30 deg. E. along the Southwest line of said fifty foot road and the Northeast line of the 73.25 acre tract, 805.2 feet to a stake for E. corner of this portion;

THENCE S. 60 deg. W. 1623 feet to a point in the Southwest line of the 73.25 acre tract, for South corner of this portion;

THENCE N. 30 deg. W. along the Southwest line of the 73.25 acre tract; 805.2 feet to its West corner, for West corner of this portion;

THENCE N. 60 deg. E. along the NW line of the 73.25 acre tract, 1623 feet to its North corner and the place of beginning; containing thirty acres of land according to field notes compiled by R. S. Jahn, Surveyor on October 5, 1957.

TRACT 3 – 9.09 acres:

BEGINNING at the Southeast corner of that certain 30 acre tract of land, more or less, conveyed to Marvin Schmoekel by deed dated October 9, 1957, recorded in Vol. 311, pages 528-9 of the deed records of Guadalupe County, Texas, a point in the Southwest line of a 50 foot county road; for point of beginning; said point being S 30° E 805.2 feet from the North corner of said 73.25 acre tract of land; THENCE South 60° W 1623 feet with the Southeast line of said 30 acre Schmoekel tract to a point in the SW line of the aforesaid 73.25 acre tract; THENCE S. 30° E. with the Southwest line of said 73.25 acre tract 552.8 feet, more or less, to the Northwest corner of that certain 23 acre tract of land conveyed by W. A. Schaefer et ux to the Veterans' Land Board of Texas by deed dated August 13, 1954, recorded in Vol. 273, Pages 198-9 of the deed records of Guadalupe County, Texas; THENCE N. 60° E. 1527 feet with the Northwest line of the tract of land aforesaid conveyed to the Veterans' Land Board of Texas; THENCE following such line N 30° W 39 feet; THENCE continuing along such line N. 60° E 96 feet to a point in the Southwest line of a 50 foot county road for East corner of the tract of land herein conveyed and North corner of the tract of land conveyed to The Veterans' Land Board of Texas aforesaid; THENCE North 30° W along Southwest line of 50 foot county road 515.8 feet to the place of beginning; and being all of that certain 73.25 acres of land aforesaid, less and except however the 23 acre tract of land aforementioned and conveyed to

the Veterans' Land Board of Texas and that certain 30 acres of land conveyed to Marvin Schmoekel by deed aforesaid.

SAVE & EXCEPT

All that certain 11.16 acres of land situated in the Jose Flores Survey, Abst. 134, Guadalupe County, Texas. Said 11.16 acre tract is part of a tract called 20.25 acres (hereinafter called the parent tract) in conveyance from Elmond Bornemann et ux to Marvin Schmoekel et ux by deed recorded in volume 338 at page 445 of the deed records of said county and is described by metes and bounds as follows:
BEGINNING for reference at the intersection of the northwest line of County Road number 308 and the southwest line of County Road number 310;
THENCE north 29 deg. 16' west 618.0 feet to a fence corner marking the east corner of the parent tract and place of beginning of the tract herein described;
THENCE with fence along the northwest line of a tract called 23 acres in conveyance to the Veterans' Land Board of the State of Texas by deed recorded in volume 273, at page 198 and the southeast line of the parent tract, ends of all courses being marked with iron stakes as follows:
south 60 deg. 40' west 95.1 feet to a fence corner;
thence south 28 deg. 06' east 37.2 feet to a fence corner;
thence south 59 deg. 48' west 709.2 feet;
thence south 60 deg. 39' west 823.2 feet to the south corner of the parent tract;

THENCE with trace of fence along the southwest line of the parent tract, north 28 deg. 52' west 532.6 feet to the west corner of the tract herein described;
THENCE into the parent tract along the northwest line of the tract herein described, as follows:
north 60 deg. 39' east 812.6 feet;
thence south 30 deg. east 465.4 feet;
thence north 59 deg. 48' east 806.1 feet to a point in the southwest line of County Road number 310 and situated south 29 deg. 04' east 482.5 feet from a concrete monument found marking the north corner of the parent tract;

THENCE with said southwest line south 29 deg. 04' east 31.4 feet to the place of beginning, all corners of the tract herein described marked with iron stakes and containing 11.16 acres of land.

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit “B” – Water Service Feasibility Study for the Property

TRANSMITTAL

TRANSMITTAL ID: 03262026A **DATE:** 03/26/2026

PURPOSE: Water Feasibility Study Review and Approval **VIA:** EMAIL

GVSUD PROJECT NAME: 2026 Bexar County ESD #12 Fire Station #3

GVSUD PROJECT NUMBER: N/A

SUBJECT: Water Feasibility Study Review and Approval

FROM

NAME	COMPANY	EMAIL	PHONE
Mikayla Bradshaw	GVSUD	mbradshaw@gvsud.org	210-480-7756

TO

NAME	COMPANY	EMAIL	PHONE
Lawrence Padalecki Jr.	Bexar County ESD #12	lpadaleckijr@bcesd12.org	210-778-1792

WE ARE SENDING YOU ☑ **ATTACHED** ☐ **UNDER SEPARATE COVER VIA** _____

☑ Feasibility Study ☐ Plan Approval Letter ☐ Revised Plans/Plats ☐ Documents

☐ NSSA ☐ Invoice ☐ Testing Reports ☐ Other _____

QUANTITY	DESCRIPTION
1	Water Services Memo
1	Water Services Feasibility Study

THESE ARE TRANSMITTED as checked below:

☑ For Approval ☐ For Correction ☐ Approved ☐ For Your Use

☑ For Signature ☐ As Requested ☑ For Review and Comment

REMARKS:

This Feasibility study will expire six months from the date of this transmittal. Please review & if there are any questions or concerns, please email me at mbradshaw@gvsud.org with those concerns. If you wish to go to contract after reviewing the study & transmittal, please return this transmittal signed to mbradshaw@gvsud.org, consenting GVSUD to move this study forward into composing a non-standard service agreement (NSSA), aka contract. The NSSA will take 45-60 days to complete, then it will be provided to the applicant for review. Upon receiving the signed NSSA, it will be scheduled to be provided to the GVSUD Board of Directors at the next available monthly BOD meeting for approval consideration. The GVSUD BOD meets once monthly, typically on the fourth Thursday of each month. If approved, the executed NSSA will be provided to the applicant. Contact mbradshaw@gvsud.org or developer@gvsud.org with any questions regarding the study as it will be binding with the NSSA.

COPY TO: Clint Sharp

SIGNED:

UTILITY ENGINEERING GROUP

Memorandum

Date: May 7, 2024

To: Mr. Gabe Cantu
Manager – Development & CIP
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: Schmoekel Tract – Stolte and Schmoekel Road – City of Cibolo ETJ – Water Service Request

Project Name: Schmoekel Tract
Equivalent Dwelling Unit (EDU) requested: 620 Residential, 2 Irrigation EDUs

Project Description: GVSUD received a request for service for a 620 lot residential subdivision within the District's water CCN. The development will be completed as a phased development.

Project Service Requirements: To serve the tract, the applicant will be required to connect to the existing 12 inch waterline south of the tract on Bolton Road and extend a 12-inch waterline through their development frontage along Stolte Road.

Developer Cost: The developer cost associated with these meter sets are estimated to total $4,021,230 for impact fee, water acquisition fees, tap, meter set, and deposit. The water acquisition fees at the current rate of $2,000 per EDU will be due at the time of construction plan submission and total $1,244,000. Final fees will be based on the then applicable fee at the time that the payment is due to the District as approved by the Board of Directors. The waterline extension is estimated to cost $856,208.

GVSUD Cost: No GVSUD oversizing or extension costs are associated with this application.

Contract Conditions: All standard contract provisions apply.

- End Memo -

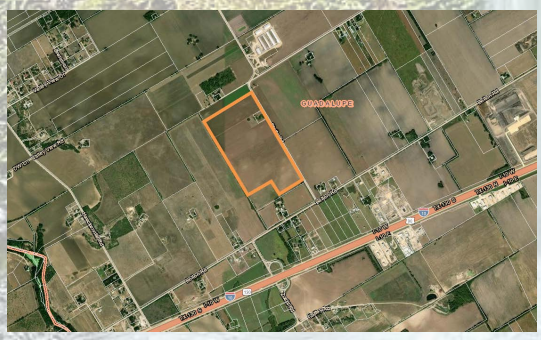
Green Valley Special Utility District

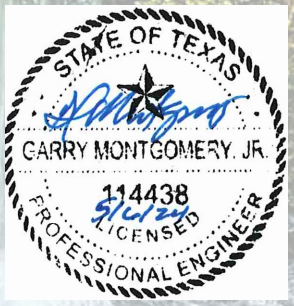
Schmoekel Tract Water Service Feasibility Study

May 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. 6096-253

Location Map:





UTILITY ENGINEERING GROUP PLLC

Table of Contents

1. Introduction 3

2. Land Use Projections 3

3. Water Availability 3

4. Existing GVSUD Infrastructure 4

4.1 Impact to Water Supply 4

4.2 Impact to the District's Distribution System 5

4.3 Calculated Pressure 5

4.4 Impact to Water Storage 5

5. Fireflow Demand Request 6

6. Estimated Costs 6

7. Conclusions and Recommendations 6

Attachment 1 – Easement Certification 9

Attachment 2 – GIS Exhibit 11

Attachment 3 – Developer's Land Plan 13

1. Introduction

Green Valley Special Utility District (GVSUD) received the subject application for residential service from Mosaic Development for the property located just south of the Schmoekel Road and Stolte Road intersection in Marion, Texas also referred to as the Schmoekel Tract on May 1, 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 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 subject tract is located within the City of Cibolo Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The property is located south of the intersection of Schmoekel Road and Stolte Road on the west side of the Stolte Road right of way. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop a total of 620 residential lots on the 101.24-acre tract. The applicant has requested a total of 620 - 5/8” x 3/4” water meters for potable demand and 2 irrigation meters for a total of 622 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 248.8 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 ARWA Phase I agreement. 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 subdivision.

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 Bolton Road Meter Station and Wagner Booster Pump Station. 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. In the future this tract will be served by Plant 15 on Lower Seguin Road and utilize CRWA Wells Ranch Water.

4.2 Impact to the District's Distribution System

Currently, GVSUD has an existing 12-inch distribution waterline running along Bolton Road south of this development. The applicant will be responsible for the cost of installing their internal waterlines as well as all other appurtenances including fire hydrants within the property which must be compliant with the fireflow criteria of the local jurisdiction. The applicant will also be responsible for installing a 12 inch main along the road frontage of Stolte to tie into the 12 inch main that currently ends near Stolte Road and Bolton Road, south of the development parcel as shown on the attached GIS exhibit. No additional distribution system upgrades will be required by the District.

4.3 Calculated Pressure

The proposed development will be served by the Bolton Road Meter Station, which serves a pressure plane elevation of 821 feet msl. There is a pressure reducing valve at this site, this valve may need to be adjusted depending on build out of the area. Based on the topographic survey, the proposed development has an approximate maximum elevation of 645 feet msl. This equates to 176 feet of head, or a static pressure of 76 psi. The lowest elevation on the tract is 615 msl. This equates to 206 feet of head, or a static pressure of 89 psi.

4.4 Impact to Water Storage

The Wagner Booster Pump Station currently has 4,000,000 Gallons of Storage Capacity onsite for retail customers. This site can also be supplied by the Bolton Road Meter Station depending on system operation. Both supplies provide adequate storage, pumping capacity and pressure. GVSUD also has redundant storage within the distribution system to reliably serve this proposed Subdivision. 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 Cibolo ETJ and Guadalupe County. The county will require compliance with the International Fire Code and the applicant requests 1,000 gpm at 25 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 620 residential connections with 5/8"x 3/4" meters plus 2 standard irrigation meters, totaling 622 EDUs of service. As of June 1, 2019, the District cost of a residential connection is $6,465 per connection. This cost includes the impact fees, water acquisition fees, meter costs, inspection and account deposit. This equates to a total of $4,021,230 for the 622 standard water meters. The water acquisition fee, included in the total cost provided above, will be due at the time of construction plan submission and totals $1,244,000 at the current rate of $2,000 per EDU. All fees will be the then applicable rate as approved by the board at the time payment is due for the development.

The waterline extension is estimated to cost $856,208 including easements, design, construction and inspection costs.

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 Santa Clara.
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. All easements required by GVSUD shall be granted and/or acquired by the developer. The applicant is also responsible for the cost of extending/tying in to the existing 12 inch waterline on Bolton Road near Stolte Road and terminating the extension at the end of their property on Stolte Road.

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 May 1, 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 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.

REV 09/23

Attachment 2 – GIS Exhibit



GREEN VALLEY SPECIAL UTILITY DISTRICT

ISSUE DATE

REVISIONS

Green Valley SUD Web Map

GVSUD

DATE: 05/06/24
DRAWN: KFWGIS KFW GIS

SHEET NUMBER:
1 OF 1

Date: May 06, 2024, 3:37:16 PM
THIS MAP WAS PRINTED USING THE GIS CLIENT SERVICE FROM KFW ENGINEERS & SURVEYING

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Attachment 3 – Developer's Land Plan

LEGEND

- SCHMOEKEL TRACT BOUNDARY
- 40' X 120' (TYPICAL LOTS)
- RIGHT OF WAY
- OPEN SPACE
- DETENTION

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
RESIDENTIAL	620	69.25	8.95
ROW	N/A	21.27	N/A
OPEN SPACE	N/A	10.72	N/A
TOTAL	620	101.24	6.12



C:\Users\rchaires\OneDrive - Cude Engineers\C3 Shared Drive\Schmoekel Tract\Exhibits\Schmoekel Tract MLP 40's.dwg 2024/03/05 8:14am rchaires

MOSAIC DEVELOPMENT
A TB YANTIS COMPANY

SCHMOEKEL TRACT / MASTER LAND PLAN

CIBOLO, TEXAS | MARCH 2024

SCALE: 1"=200'
200 100 0 200

CUDE ENGINEERS
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TEXAS 78231
P:(210) 681.2951 F: (210) 523.7112

EST. 1980 CUDE ENGINEERS
SAN ANTONIO | AUSTIN | SAN MARCOS

GREEN VALLEY SPECIAL UTILITY DISTRICT
WASTEWATER NON-STANDARD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between SA Not for You, LLC, hereinafter 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 that certain approximately 101.24 acres of land located approximately 200 feet south of the intersection of Schmoekel Road and Stolte Road within the extraterritorial jurisdiction of the City of Cibolo, 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 to be known as the Schmoekel Tract, developed in three phases with six-hundred twenty (620) residential service connections, for a total of 620 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. <u>Application for Service</u>.

GVSUD is the holder of the water CCN for the area containing the Property and is the holder of the sewer CCN (No. 20973) 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. <u>Sewer System Extension</u>.

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 May 6, 2024 Schmoekel Tract 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. <u>Subdivision Collection System</u>.

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.

GVSUD may require portions of the Sewer System Extension, including any required lift station, to be oversized in anticipation of the needs of other customers

of the GVSUD, subject to GVSUD's obligation to reimburse Developer for any such oversizing as specified in this Agreement. 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. The District System shall also include all interconnections with adjacent subdivisions to be served by GVSUD, including lift stations, force mains and gravity mains to the Santa Clara Creek No. 1 Wastewater Treatment Plant.

As further specified in Exhibit B, Developer shall be responsible for the design and cost of construction of an 18-inch gravity main, as well as related manholes, property restoration, and construction administration costs, through the frontage of the Property and extending to GVSUD's existing 24-inch gravity main. 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 being financed and prepared for public bidding.

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 or acquiring 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 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 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.

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. Thereafter the easement shall be only 20-feet in width.

Developer shall provide GVSUD with all the sites necessary to construct and operate the District System. 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 the District System 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. <u>Subdivision Restrictions</u>.

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. <u>Dedication of Sewer System Extension to GVSUD</u>.

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. <u>Cost of the Sewer System Extension</u>.

(a) Developer shall pay all costs associated with the Sewer System Extension up to the connection point with the Off-Site Transportation System 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 actual cost of the District System, inclusive of the number of EDU of capacity in the Santa Clara Creek No. 1 Wastewater treatment Plant required to serve the Property. These fees shall be due at the time of construction plan approval. 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. GVSUD may offset or credit the total connection fees to be paid by the Developer for oversizing the Sewer System Extension at GVSUD's request to facilitate other or future GVSUD customers. However, the total offset credit received shall never exceed the total amount of GVSUD's prescribed connection fee which would otherwise be collected. Moreover, 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 submittal to GVSUD for review and approval.

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 submittal based on the projected number of EDUs for each platted unit as set forth in this Agreement.

(2) Any funds required for the District System improvements shall be escrowed in an interest bearing, federally insured, account in a state-chartered bank located 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 capital recovery (impact) fees or capacity reservation charges shall be paid directly to GVSUD at execution of this Agreement 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 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 (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. <u>Service from the Sewer System Extension</u>.

(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, financing and preparation for public bidding 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. <u>Cost Changes</u>.

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. <u>Term of Contract and Connection Fees</u>.

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 two 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 at the time of construction approval 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 connection fees to be paid shall be fees included in GVSUD's Operations Policy on the date of payment. All Connection 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. <u>Effect of Force Majeure</u>.

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. <u>Notices</u>.

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:

SA Not for You, LLC
Attn: Blake Yantis, Manager
6812 West Avenue, Suite 100
San Antonio, Texas 78213
Tel. (210) 764-9575

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 the GVSUD. GVSUD may assign this Agreement to any other retail public utility authorized by the PUC 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.

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”

EXHIBIT "A"

TRACT 1 – 59.241 acres:

All that certain tract or parcel of land situated in Guadalupe County, Texas, being a part of the Jose Flores Survey being Abst. #134, Wm. Bracken Patentee, Pat. #11, Vol. 8, patent dated April 14, 1848, and being part of a tract of 100 acres conveyed to Albert Achterberg by Fr. Achterberg by deed dated March 4, 1895, and recorded in Book 17 pages 119 and all of a 50 acre tract conveyed to Albert Achterberg by Fr. Achterberg and wife by deed dated April 3, 1895 and recorded in Book 18 pages 174 & 175 of the Guadalupe County Deed Records, and being by metes and bounds described as follows:

BEGINNING at the north corner of said 50 acre tract a stake set in the S.E. line of Charles Stapper's land and corner of the Public County Road;

THENCE S. 30 deg. E. with west boundary of said public road at 477 vrs. the north corner of said 100 acre tract, 707 vrs. to the north corner of a 73¼ acre tract conveyed by Albert Achterberg to Herman Rosenbrock and wife on February 20, 1922;

THENCE S. 60 deg. W. with line of said Herman Rosenbrock to the west corner of same and north corner of this tract;

THENCE N. 30 deg. W. with the west line of said 100 and 50 acre tracts 706 vrs. to a stake in the S.E. line of Charles Stapper's land and west corner of this tract;

THENCE N. 60 deg. E. with north line of said 50 acre tract and S.E. line of Charles Stapper's tract 585 vrs. to the place of beginning and being 73¼ acres of land.

LESS AND EXCEPT 0.45 acre more or less conveyed to Guadalupe County by William Fritz by deed dated March 28, 1936, recorded in Vol. 267, page 125 of the Deed Records of Guadalupe County, Texas.

SAVE & EXCEPT

A 1.79 acre tract of land conveyed by Marvin Schmoekel and wife, Lillian Schmoekel, to Dennis C. Schmoekel et ux by deed dated March 2, 1977, recorded in Volume 532, Pages 104-106, of the Deed Records of Guadalupe County, Texas.

And

SAVE & EXCEPT

All that certain 11.589 acre, more or less, tract situated in the Jose Flores Survey, A-134, Guadalupe County, Texas. Said 11.589 ACRE TRACT is off the northwest end of a tract called 73-1/4 acres in conveyance from Marvin Schmoekel to Arthur Schmoekel dated January 29, 1953, recorded in Volume 263, Page 350 of the Deed Records of said county and being described by metes and bounds as follows:

BEGINNING at a one inch diameter iron pipe found marking the west corner of the tract herein described, same being the west corner of said 73-1/4 acre tract, being the north corner of residue called 100.15 acre tract in conveyance from Sue Bridges Holman to Sue Bridges Holman, et al, Trustees dated June 28, 2013, recorded in Volume 4105, Page 73 of the Official Records lying in the southeast line of residue called 88.712 acres in conveyance from National Bank of Commerce of San Antonio to Marvin Schmoekel dated April 2, 1983, recorded in Volume 665, Page 300 of the Official Records of said county.

THENCE with the northwest line of the tract herein described, same being the common line of said 73-1/4 acre tract with that of said 88.712 acre tract, a tract called 5.001 acres in conveyance from Lillian Schmoekel to Dean A. Schmoekel, et ux dated August 23, 2010, recorded in Volume 2904, Page 299 of the Official Records, called 0.750 acre in conveyance from Marvin Schmoekel, et ux to Dean A. Schmoekel dated May 12, 1987, recorded in Volume 807, Page 449 of the Official Records, and said residue called 88.712 acre tract N 58° 34' 46" E at 178.34 feet a 1/2 inch diameter rebar found with cap (B&A) marking a southeast corner of said 88.712 acre tract, south corner of said 5.001 acre tract and at 1618.95 feet (called N 60° E) a 1/2 inch diameter rebar set with cap (B&A) marking the north corner of the tract herein described, same being the north corner of said 73-1/4 acre tract lying in the southeast line of said residue 88.712 acre tract, the west corner called 0.45 acre tract in conveyance from William Fritz to Guadalupe County dated March 31, 1937, recorded in Volume 167, Page 125 of the Deed Records and lying in the southwest line of Stolte Road.

THENCE with the northeast line of the tract herein described, same being a segment of the common line of said 73-1/4 acre tract with that of said 0.45 acre tract and along a segment of the southwest line of said Stolte Road S 30° 57' 53" E 311.79 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the east corner of the tract herein described. Said rebar bears N 30° 57' 53" W 590.85 feet from a one inch diameter iron pipe found marking the north corner of a tract called 1.79 acres in conveyance from Marvin Schmoekel, et ux to Dennis C. Schmoekel, et ux dated March 11, 1977, recorded in Volume 532, Page 104 of the Deed Records of said county.

THENCE with the southeast line of the tract herein described into and across said 73-1/4 acre tract S 58° 34' 46" W at 809.70 feet a 1/2 inch diameter rebar set with cap (B&A) and at 1619.40 feet a 1/2 inch diameter rebar set with cap (B&A) marking the south corner of the tract herein described lying in the common line of said 73-1/4 acre tract with that of said residue 100.15 acre tract.

THENCE with the southwest line of the tract herein described along a segment of the common line of said residue 73-1/4 acre tract with that of said residue 100.15 acre tract N 30° 52' 55" W (called N 30° W) 311.79 feet to the PLACE OF BEGINNING and containing 11.589 ACRES OF LAND. (Basis of bearing is Geodetic North as per GPS observation dated April 6, 2018. Field notes are according to an on-the-ground survey dated May 9, 2018, made by KEN L. REININGER, P.E. & R.P.L.S.)

TRACT 2 – 30 acres:

All that certain tract or parcel of land in Guadalupe County, Texas, being the Northwest portion of the 73.25 acre tract out of the Jose Flores Survey No. 63, conveyed to Herbert Pfeil and wife to W.A. Schaefer and wife by deed dated Mar. 12, 1951 and recorded in Vol. 250, page 446 if the deed records of Guadalupe County, Texas; said Northwest portion being more particularly described by metes and bounds as follows:

BEGINNING at the North corner of the 73.25 acre tract, a point in the Southwest line of a fifty foot county road;

THENCE S. 30 deg. E. along the Southwest line of said fifty foot road and the Northeast line of the 73.25 acre tract, 805.2 feet to a stake for E. corner of this portion;

THENCE S. 60 deg. W. 1623 feet to a point in the Southwest line of the 73.25 acre tract, for South corner of this portion;

THENCE N. 30 deg. W. along the Southwest line of the 73.25 acre tract; 805.2 feet to its West corner, for West corner of this portion;

THENCE N. 60 deg. E. along the NW line of the 73.25 acre tract, 1623 feet to its North corner and the place of beginning; containing thirty acres of land according to field notes compiled by R. S. Jahn, Surveyor on October 5, 1957.

TRACT 3 – 9.09 acres:

BEGINNING at the Southeast corner of that certain 30 acre tract of land, more or less, conveyed to Marvin Schmoekel by deed dated October 9, 1957, recorded in Vol. 311, pages 528-9 of the deed records of Guadalupe County, Texas, a point in the Southwest line of a 50 foot county road; for point of beginning; said point being S 30° E 805.2 feet from the North corner of said 73.25 acre tract of land; THENCE South 60° W 1623 feet with the Southeast line of said 30 acre Schmoekel tract to a point in the SW line of the aforesaid 73.25 acre tract; THENCE S. 30° E. with the Southwest line of said 73.25 acre tract 552.8 feet, more or less, to the Northwest corner of that certain 23 acre tract of land conveyed by W. A. Schaefer et ux to the Veterans' Land Board of Texas by deed dated August 13, 1954, recorded in Vol. 273, Pages 198-9 of the deed records of Guadalupe County, Texas; THENCE N. 60° E. 1527 feet with the Northwest line of the tract of land aforesaid conveyed to the Veterans' Land Board of Texas; THENCE following such line N 30° W 39 feet; THENCE continuing along such line N. 60° E 96 feet to a point in the Southwest line of a 50 foot county road for East corner of the tract of land herein conveyed and North corner of the tract of land conveyed to The Veterans' Land Board of Texas aforesaid; THENCE North 30° W along Southwest line of 50 foot county road 515.8 feet to the place of beginning; and being all of that certain 73.25 acres of land aforesaid, less and except however the 23 acre tract of land aforementioned and conveyed to

the Veterans' Land Board of Texas and that certain 30 acres of land conveyed to Marvin Schmoekel by deed aforesaid.

SAVE & EXCEPT

All that certain 11.16 acres of land situated in the Jose Flores Survey, Abst. 134, Guadalupe County, Texas. Said 11.16 acre tract is part of a tract called 20.25 acres (hereinafter called the parent tract) in conveyance from Elmond Bornemann et ux to Marvin Schmoekel et ux by deed recorded in volume 338 at page 445 of the deed records of said county and is described by metes and bounds as follows:
BEGINNING for reference at the intersection of the northwest line of County Road number 308 and the southwest line of County Road number 310;
THENCE north 29 deg. 16' west 618.0 feet to a fence corner marking the east corner of the parent tract and place of beginning of the tract herein described;
THENCE with fence along the northwest line of a tract called 23 acres in conveyance to the Veterans' Land Board of the State of Texas by deed recorded in volume 273, at page 198 and the southeast line of the parent tract, ends of all courses being marked with iron stakes as follows:
south 60 deg. 40' west 95.1 feet to a fence corner;
thence south 28 deg. 06' east 37.2 feet to a fence corner;
thence south 59 deg. 48' west 709.2 feet;
thence south 60 deg. 39' west 823.2 feet to the south corner of the parent tract;

THENCE with trace of fence along the southwest line of the parent tract, north 28 deg. 52' west 532.6 feet to the west corner of the tract herein described;
THENCE into the parent tract along the northwest line of the tract herein described, as follows:
north 60 deg. 39' east 812.6 feet;
thence south 30 deg. east 465.4 feet;
thence north 59 deg. 48' east 806.1 feet to a point in the southwest line of County Road number 310 and situated south 29 deg. 04' east 482.5 feet from a concrete monument found marking the north corner of the parent tract;

THENCE with said southwest line south 29 deg. 04' east 31.4 feet to the place of beginning, all corners of the tract herein described marked with iron stakes and containing 11.16 acres of land.

GREEN VALLEY SPECIAL UTILITY DISTRICT
WASTEWATER NON-STANDARD SERVICE AGREEMENT

Exhibit B – Wastewater Service Feasibility Study for the Property

TRANSMITTAL

TRANSMITTAL ID: 03262026A **DATE:** 03/26/2026

PURPOSE: Water Feasibility Study Review and Approval **VIA:** EMAIL

GVSUD PROJECT NAME: 2026 Bexar County ESD #12 Fire Station #3

GVSUD PROJECT NUMBER: N/A

SUBJECT: Water Feasibility Study Review and Approval

FROM

NAME	COMPANY	EMAIL	PHONE
Mikayla Bradshaw	GVSUD	mbradshaw@gvsud.org	210-480-7756

TO

NAME	COMPANY	EMAIL	PHONE
Lawrence Padalecki Jr.	Bexar County ESD #12	lpadaleckijr@bcesd12.org	210-778-1792

WE ARE SENDING YOU ☑ **ATTACHED** ☐ **UNDER SEPARATE COVER VIA** _____

☑ Feasibility Study ☐ Plan Approval Letter ☐ Revised Plans/Plats ☐ Documents

☐ NSSA ☐ Invoice ☐ Testing Reports ☐ Other _____

QUANTITY	DESCRIPTION
1	Water Services Memo
1	Water Services Feasibility Study

THESE ARE TRANSMITTED as checked below:

☑ For Approval ☐ For Correction ☐ Approved ☐ For Your Use

☑ For Signature ☐ As Requested ☑ For Review and Comment

REMARKS:

This Feasibility study will expire six months from the date of this transmittal. Please review & if there are any questions or concerns, please email me at mbradshaw@gvsud.org with those concerns. If you wish to go to contract after reviewing the study & transmittal, please return this transmittal signed to mbradshaw@gvsud.org, consenting GVSUD to move this study forward into composing a non-standard service agreement (NSSA), aka contract. The NSSA will take 45-60 days to complete, then it will be provided to the applicant for review. Upon receiving the signed NSSA, it will be scheduled to be provided to the GVSUD Board of Directors at the next available monthly BOD meeting for approval consideration. The GVSUD BOD meets once monthly, typically on the fourth Thursday of each month. If approved, the executed NSSA will be provided to the applicant. Contact mbradshaw@gvsud.org or developer@gvsud.org with any questions regarding the study as it will be binding with the NSSA.

COPY TO: Clint Sharp

SIGNED:

Memorandum

Date: May 7, 2024

To: Mr. Gabriel Cantu
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: Schmoekel Tract – City of Cibolo ETJ – Sewer Service Request

Project Name: Schmoekel Tract
Equivalent Dwelling Unit (EDU) requested: 620 Residential EDUs

Project Description: GVSUD received a request for service for a 620 EDU residential development within the District's sewer CCN. The development will be served by the Santa Clara WWTP through the Phase I collection system and an offsite extension to the development.

Project Service Requirements: To serve the tract, the developer will need to design the collection system for the development and connect to the collection system along Bolton Road as shown on the attached GIS exhibit and described in the study. The developer is responsible for the cost of easements, design and construction of the offsite gravity main.

Developer Cost: The developer CIAC fee associated with this application totals $3,710,700 at the current rate. The CIAC fee will be due at the time of construction plan approval and will be assessed at the then applicable rate as set by the Board of Directors. The offsite gravity main extension is estimated to cost $2,204,262.

GVSUD Cost: GVSUD cost participation is not required for service to this tract as presented in the study with the exception of the required plant expansion to meet development demand.

Contract Conditions: Standard contract conditions apply.

- End Memo -



Green Valley Special Utility District
Schmoekel Tract
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. 6096-253

Table of Contents

1. Introduction 3

2. Land Use Projections 3

3. Wastewater Service Approach 4

4. Proposed GVSUD Infrastructure 4

4.1 Impact to Wastewater Demand 4

4.2 District's Collection System and Approach 4

4.3 Wastewater Planning and Determination 5

4.4 Proposed Land Plan Wastewater Projections 6

5. Estimated Costs 6

6. Conclusions and Recommendations 6

Attachment 1 – Easement Certification 8

Attachment 2 – GIS Exhibit 10

Attachment 3 – Developer Land Plan 12

1. Introduction

Green Valley Special Utility District (GVSUD) received the subject application for non-standard wastewater service from Mosaic Development for their residential development on May 1, 2024. Utility Engineering Group, PLLC (UEG) was authorized to prepare a wastewater feasibility study for the proposed development on May 1, 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 it will be presented to the applicant for review, and if the terms are acceptable, a wastewater service contract will be executed for the proposed development.

2. Land Use Projections

The Shmoekel Tract property is located within the City of Cibolo Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The property is located west of Stolte Rd; approximately 200 feet south of the intersection of Stolte Road and Schmoekel Road. Currently, the property is vacant and does not have any wastewater service from GVSUD or any other entity. The applicant intends to develop 3 phases on the property with a total of 620 Equivalent Dwelling Units (EDUs). Timing of service to this tract will be discussed in further detail in section 4 of this report. The 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 capacity in the next WWTP expansion for the Santa Clara WWTP under the current permit.

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 1.25 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 24 inch gravity main that this development will utilize has been constructed and is in service. The development will be served by a new gravity

main extension to the existing gravity main that is located on the southern right of way of Bolton Road as shown on the attached GIS exhibit, just east of the development. The applicant will be responsible for the offsite sewer extension design with an 18-inch gravity main/manholes, permitting and construction.

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 with permitted expansions through 2.5

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)
Schmoekel Tract	6.12	620	101.24	129.2	516.7	537.8

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 6.12 EDU/AC for the proposed subdivision. A total of 620 EDU of service have been requested by the applicant, which will produce an effluent of approximately 537.8 gpm, or a Peak Wet Weather Flow of approximately 774,372 gallons per day at full buildout. The average day flow to the treatment plant would be approximately 186,000 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 approval. The total estimated cost of the 18 inch gravity main extension to and through the development frontage is $2,204,262 for the 7,929 lf of gravity main, manholes, restoration, design and construction administration.

The developer will also be responsible for the easements and the cost of design/construction for the offsite sewer main.

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 $5,982 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 any easements and the cost of design/construction of the offsite sewer main to service the tract.

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 May 1, 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 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 – GIS Exhibit



Date: May 06, 2024, 3:35:52 PM
THIS MAP WAS PRINTED USING THE GIS CLIENT SERVICE FROM KFW ENGINEERS & SURVEYING

GREEN VALLEY SPECIAL UTILITY DISTRICT

REVISIONS

ISSUE DATE

Green Valley SUD Web Map
GVSUD

DATE: 05/06/24
DRAWN: KFWGIS KFW GIS

SHEET NUMBER:
1 OF 1

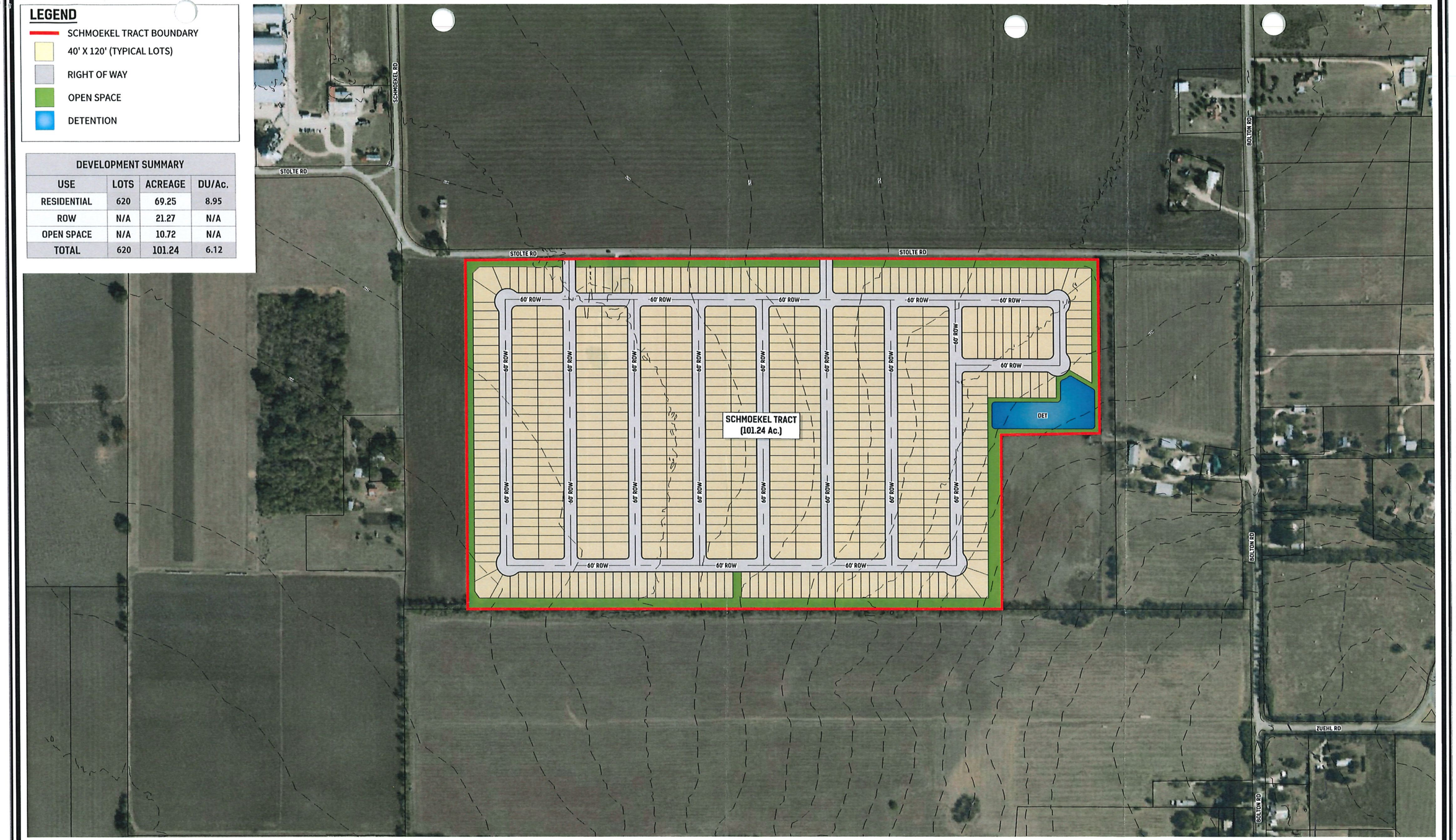
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Attachment 3 – Developer Land Plan

LEGEND

- SCHMOEKEL TRACT BOUNDARY
- 40' X 120' (TYPICAL LOTS)
- RIGHT OF WAY
- OPEN SPACE
- DETENTION

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
RESIDENTIAL	620	69.25	8.95
ROW	N/A	21.27	N/A
OPEN SPACE	N/A	10.72	N/A
TOTAL	620	101.24	6.12



C:\Users\rchaires\OneDrive - Cude Engineers\C3 Shared Drive\Schmoekel Tract\Exhibits\Schmoekel Tract MLP 40's.dwg 2024/03/05 8:14am rchaires

MOSAIC DEVELOPMENT
A TB YANTIS COMPANY

SCHMOEKEL TRACT / MASTER LAND PLAN

CIBOLO, TEXAS | MARCH 2024

SCALE: 1"=200'
200 100 0 200

CUDE ENGINEERS
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TEXAS 78231
P:(210) 681.2951 F: (210) 523.7112

EST. 1980 CUDE ENGINEERS
SAN ANTONIO | AUSTIN | SAN MARCOS