



Control Number: 45702



Item Number: 72

Addendum StartPage: 0

SOAH DOCKET NO. 473-16-5296.WS
PUC DOCKET NO. 45702

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APPLICATION OF THE CITY OF §
CIBOLO FOR SINGLE CERTIFICATION §
IN INCORPORATED AREA AND TO §
DECERTIFY PORTIONS OF GREEN §
VALLEY SPECIAL UTILITY §
DISTRICT'S SEWER CERTIFICATE OF §
CONVENIENCE AND NECESSITY IN §
GUADALUPE COUNTY §

BEFORE THE PUBLIC UTILITY
PUBLIC UTILITY COMMISSION
FILING CLERK

COMMISSION OF TEXAS

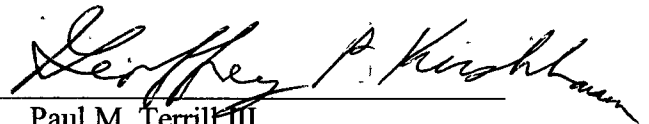
**GREEN VALLEY SUD'S RESPONSE TO CIBOLO'S SECOND
REQUESTS FOR INFORMATION**

To: City of Cibolo, Texas, by and through its attorneys of record, David Klein and Christie Dickenson, Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Green Valley Special Utility District ("Green Valley SUD") provides its response to City of Cibolo's Second Requests for Information to Green Valley SUD. Green Valley SUD stipulates that the following response to requests for information may be treated by all parties as if the answer was filed under oath.

Respectfully submitted,

By:



Paul M. Terrill III
State Bar No. 00785094
Geoffrey P. Kirshbaum
State Bar No. 24029665
TERRILL & WALDROP
810 W. 10th Street
Austin, Texas 78701
(512) 474-9100
(512) 474-9888 (fax)

**ATTORNEYS FOR GREEN VALLEY SPECIAL UTILITY
DISTRICT**

CERTIFICATE OF SERVICE

I hereby CERTIFY that on October 11, 2016, a true and complete copy of the above was sent by the method indicated to counsel of record at the following addresses in accordance with P.U.C. PROC. R. 22.74:

David Klein
Christie Dickenson
Lloyd Gosselink
816 Congress Ave., Suite 1900
Austin, Texas 78701


via fax to: (512) 472-0532

ATTORNEY FOR APPLICANT

Landon Lill
Public Utility Commission of Texas
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

via fax to: (512) 936-7268

ATTORNEY FOR COMMISSION STAFF



Geoffrey P. Kirshbaum

RESPONSE TO REQUEST FOR INFORMATION

Cibolo RFI 2-1 If your answer to Cibolo RFA 2-1 is "deny", please provide any and all comprehensive planning and/or engineering documents for GVSUD's water system that provides the basis for your answer to Cibolo RFA 2-1.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-2 If your answer to Cibolo RFA 2-2 is "deny", please provide any and all comprehensive planning and/or engineering documents for GVSUD's sewer system that provides the basis for your answer to Cibolo RFA 2-2.

RESPONSE: Please see GVUSD 000732-834 and GVSUD 001293-1341.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-3 If your answer to Cibolo RFA 2-3 is "deny", please provide any and all TPDES Permits approved by the TCEQ that are possessed by GVSUD.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-4 If your answer to Cibolo RFA 2-4 is "deny", please provide any and all documentation in your possession that provides the basis for your answer to Cibolo RFA 2-4.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-5 If your answer to Cibolo RFA 2-5 is "deny", please provide any and all documentation in your possession that provides the basis for your answer to Cibolo RFA 2-5.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-6 If your answer to Cibolo RFA 2-6 is “deny”, please provide any and all documentation in your possession that provides the basis for your answer to Cibolo RFA 2-6.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-7 If your answer to Cibolo RFA 2-7 is “deny”, please provide any and all documentation in your possession that provides the basis for your answer, including, but not limited to, any correspondence from the TCEQ approving GVSUD’s designs for a wastewater treatment facility.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-8 If your answer to Cibolo RFA 2-8 is “deny”, please provide any and all documentation in your possession that provides the basis for your answer, including, but not limited to, any correspondence from the TCEQ approving GVSUD’s designs for a wastewater treatment facility.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-9 If your answer to Cibolo RFA 2-9 is “deny”, please provide any and all documentation in your possession that provides the basis for your answer, including, but not limited to, any correspondence from the TCEQ approving GVSUD’s designs for a wastewater treatment facility.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-10 If your answer to Cibolo RFA 2-10 is “admit”, please explain what portion of the 65 acres of land is rendered useless or valueless and the basis for your explanation.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-11 Does the service area for the proposed wastewater treatment plant identified in GVSUD's TPDES Permit Application include the area colored in light blue in Attachment A to the City's Application; which is attached hereto as Attachment 1?

RESPONSE: Yes.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-12 If GVSUD's TPDES Permit Application, as initially filed at the TCEQ, is approved by the TCEQ, then does GVSUD intend to treat raw wastewater at the proposed wastewater treatment plant identified in GVSUD's TPDES Permit Application that is generated within the area colored in light blue in Attachment A to the City's Application, which is attached hereto as Attachment 1?

RESPONSE: Yes, it does.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-13 Please identify and describe the expenditures made using bond proceeds from GVSUD's Water System Revenue Bonds, Series 2003. For each expenditure, please clarify whether the expenditure was for GVSUD's water or sewer system.

RESPONSE: The proceeds from GVSUD's Water System Revenue Bonds, Series 2003, were used to pay for the design, planning, construction, and installation of a new 12" water main and its appurtenances along Nickerson-Farms Road, Interstate Highway 10, Farm to Market Road FM 775, and County Road 404. This project was completed on April 15, 2004. All these expenditures were made for water system improvements.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-14 Please provide any and all documents possessed by GVSUD that contain population growth projections within its sewer CCN area.

RESPONSE: Please see GVSUD 002382-2511 (Green Valley SUD 2014 Water Master Plan); GVSUD 002352-2367 (IH 10 Industrial Park Water Service Feasibility Study); GVSUD 002368-2381 (Woods of St. Claire Subdivision Water Service Feasibility Study); and Item No. 50 GVSUD's Appraisal Report and Addenda City of Cibolo Demographics (Addenda p. 480-481) and Cibolo Economic Development Corporation (Addenda p. 482).

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-15 Please identify the number of retail sewer service customers of GVSUD on January 1 of each year between 2011 and 2016.

RESPONSE: Zero.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-16 Please provide all correspondence from third parties to GVSUD between 2011 and 2016 requesting sewer service from GVSUD on a wholesale or retail basis.

RESPONSE: *Please see* GVSUD 002651-2682 and GVSUD 002695-2701 and GVSUD 002704.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-17 Please provide any and all documents in GVSUD's possession depicting or describing any sewer infrastructure of GVSUD.

RESPONSE: *Please see* GVSUD 000732-834 and GVSUD 001229-001256.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-18 Please provide any and all documents in GVSUD's possession that provide GVSUD with a real property interest, limited to the real property interests where GVSUD installed or intends to install sewer system infrastructure.

RESPONSE: *Please see* GVSUD 001229-001256.

Prepared by: Pat Allen, General Manager - Green Valley Special Utility District

Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-19 Please provide any financial reports, studies, audits, or budgets that include, evaluate, or project revenues anticipated from GVSUD's sewer system.

RESPONSE: *Please see* GVSUD 000001-731 (Green Valley SUD Wastewater Master Plan); Item No. 50 GVSUD's Appraisal Report and Addenda Green Valley SUD Projected Flows (Addenda p.370-371), 2015 Sewer Fees (Addenda p.476), City of Schertz Schedule of Fees (Addenda p.477), GBRA Rates and Rate Structures (Addenda p. 478), Cibolo Residential Rates (Addenda p. 479).

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-20 Do you contend that the area colored in light blue in Attachment A to the City's Application, which is attached hereto as Attachment 1, is within the Cibolo Creek watershed? If not, please explain why not.

RESPONSE: There are multiple areas colored in light blue in Attachment A to the City's Application. A small portion of those areas are in the Cibolo Creek watershed. The majority of those areas are within the Santa Clara watershed.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-21 Please provide any documentation in GVSUD's possession where the City has requested or demanded that GVSUD transfer real or personal property pertaining to the provision of sewer service to the City.

RESPONSE: After a diligent search, GVSUD has not identified any documents responsive to this request.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-22 Does GVSUD contend that its appraisal filed at the PUC on June 28, 2016 includes all real and personal property of GVSUD that would be rendered useless or valueless when the area colored in light blue in Attachment A to the City's Application, which is attached hereto as Attachment 1, is removed from GVSUD's sewer CCN boundaries?

RESPONSE: GVSUD contends that its appraisal filed at the PUC on June 28, 2016 includes all real and personal property of GVSUD that would be rendered useless or valueless by the described decertification as of the date of the Appraisal. GVSUD has not identified any additional property as of the date of this response. However, GVSUD does not know precisely when or if decertification will occur as this request presumes. Values identified in the appraisal will need to be updated as part of the second phase of this hearing.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-23 Please provide any financial reports, studies, audits, or budgets possessed by GVSUD, dated between January 1, 2011 through September 21, 2016 that include, evaluate, or project anticipated revenues from GVSUD's sewer system.

RESPONSE: *Please see GVSUD 000001-731 (Green Valley SUD Wastewater Master Plan); Item No. 50 GVSUD's Appraisal Report and Addenda Green Valley SUD Projected Flows (Addenda p.370-371), 2015 Sewer Fees (Addenda p.476), City of Schertz Schedule of Fees (Addenda p.477), GBRA Rates and Rate Structures (Addenda p. 478), Cibolo Residential Rates (Addenda p. 479).*

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-24 Please identify the number of retail sewer service customers of GVSUD on January 1 of each year between 2011 and 2016 that are located within the area colored in light blue in Attachment A to the City's Application, which is attached hereto as Attachment 1.

RESPONSE: Zero.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-25 Please provide any and all documentation depicting or describing any existing sewer infrastructure, in whole or in part, within the area colored in light blue in Attachment A to the City's Application, which is attached hereto as Attachment 1.

RESPONSE: After a diligent search, GVSUD has not identified any documents responsive to this request.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-26 Please provide any and all contracts and other documents in GVSUD's possession that contemplate the design and/or construction of sewer infrastructure for GVSUD.

RESPONSE: *Please see GVSUD 002616-2647.*

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-27 Please provide any and all documents in GVSUD's possession demonstrating that GVSUD possesses a real property interest in the area colored in light blue in Attachment A to the City's Application, which is attached hereto as Attachment 1.

RESPONSE: GVSUD possesses water line easements within the described areas. GVSUD will make its business records that demonstrate its ownership of those easements available for inspection by Cibolo upon request. However,

GVSUD has not identified wastewater line easements or fee simple property interests located within the described areas. GVSUD may supplement this response if additional responsive information is identified.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-28 Please provide any and all loans or other debt obligations relating to the design and construction of sewer infrastructure, where GVSUD is the borrower.

RESPONSE: *Please see GVSUD 000948-1196.*

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-29 Please provide any and all contracts between GVSUD and third parties within the area colored in light blue in Attachment A to the City's Application, which is attached hereto as Attachment 1, that pertain to the provision of sewer service.

RESPONSE: *Please see GVSUD 002616-2647.*

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-30 If your answer to Cibolo RFA 2-20 is "deny," please provide any documentation in your possession that provides a basis for your answer.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-31 If your answer to Cibolo RFA 2-21 is "deny," please provide any documentation in your possession that provides a basis for your answer.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibolo RFI 2-32 If your answer to Cibolo RFA 2-22 is "deny," please provide any documentation in your possession that provides a basis for your answer.

RESPONSE: Not applicable.

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

Cibola RFI 2-33 Please identify and describe the location of the proposed wastewater treatment plant contemplated by GVSUD's TPDES Permit Application.

RESPONSE: *Please see GVSUD 002610-2611.*

Prepared and Sponsored by: Pat Allen, General Manager - Green Valley Special Utility District

SOAH DOCKET NO. 473-16-5296.WS
PUC DOCKET NO. 45702

APPLICATION OF THE CITY OF CIBOLO FOR SINGLE CERTIFICATION IN INCORPORATED AREA AND TO DECERTIFY PORTIONS OF GREEN VALLEY SPECIAL UTILITY DISTRICT'S SEWER CERTIFICATE OF CONVENIENCE AND NECESSITY IN GUADALUPE COUNTY	§ § § § § § §	BEFORE THE PUBLIC UTILITY COMMISSION OF TEXAS
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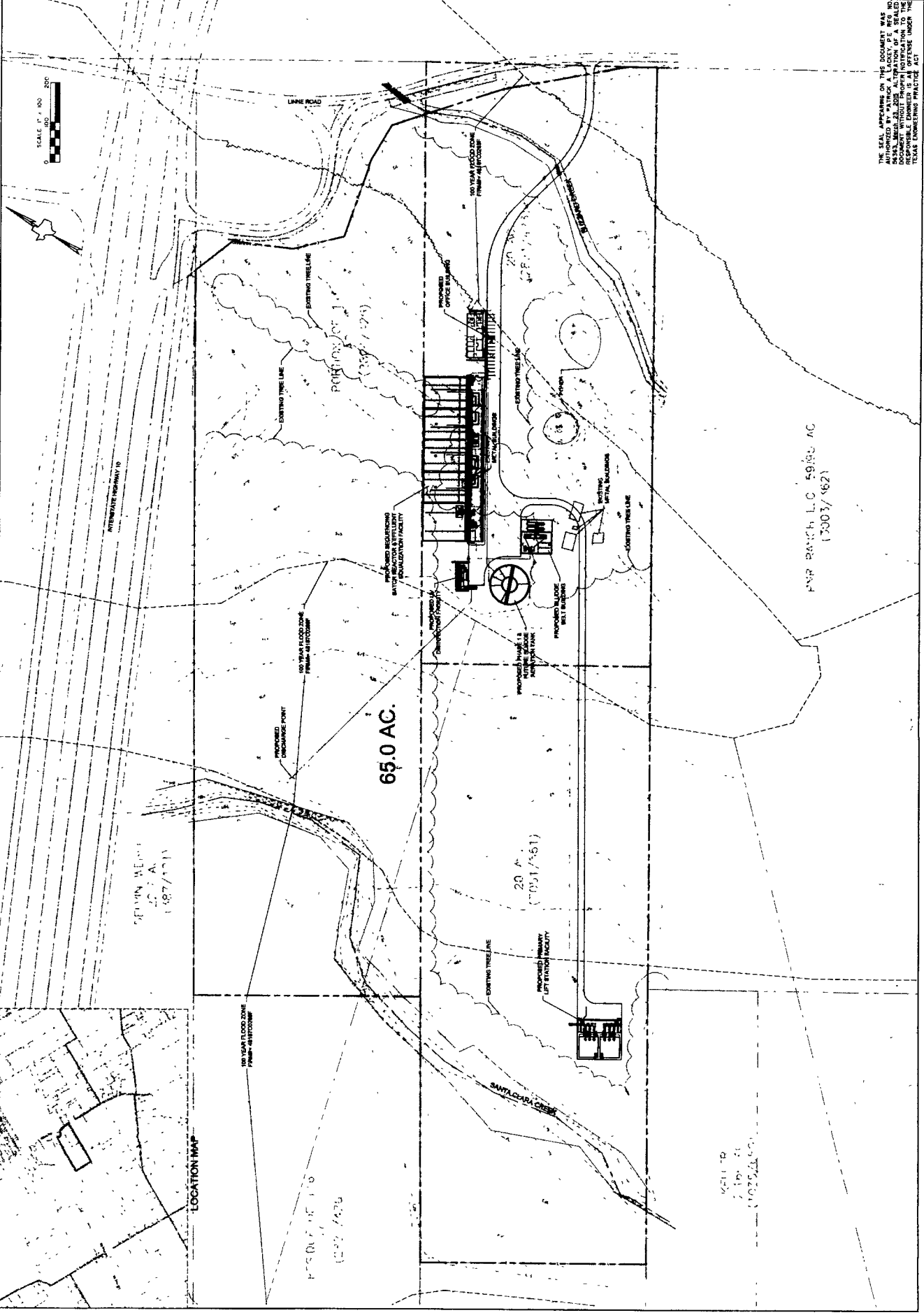
**GREEN VALLEY SPECIAL UTILITY DISTRICT'S
 BATES NUMBER LOG**

Document #	Description
GVUSD 000001-731	Green Valley Special Utility District's Wastewater Master Plan
GVSUD 000732-834	GVSUD's Application for a TPDES Permit
GVUSD 000835-860	November 12, 2015 City of Cibolo's Formal Comments on TPDES Application
GVSUD 000861-876	Notice of Application and Preliminary Decision for TPDES Permit
GVSUD 000877-947	Draft TPDES Permit from TCEQ
GVSUD 000948-1196	USDA Loan Documents - \$584,000 Green Valley Special Utility District Revenue Bonds Series 2003
GVSUD 001197-1225	CCN Area Maps and Metes and Bounds for Green Valley Special Utility District
GVSUD 001226-1228	Interlocal Agreement between the City of Marion and Green Valley Special Utility District
GVSUD 001229-1237	Unimproved Property Contract - 65 acres on Linne Road
GVSUD 001238-1240	Payment for 65 acres
GVSUD 001241	Resolution of Green Valley Special Utility District's Board of Directors regarding purchase of 65 acres
GVSUD 001242-1249	Correction Warranty Deed - Murphiey v. Green Valley Special Utility District for 45.689 acres

GVSUD 001250-1256	Correction Warranty Deed - Murphey v. Green Valley Special Utility District for 19.311 acres
GVSUD 001257-1292	Various e-mails between River City Engineers and TCEQ staff members
GVSUD 001293-1341	May 1, 2015 Response to TCEQ comments on TPDES Application
GVSUD 001342-1378	Various e-mails between River City Engineers and TCEQ staff members
GVSUD 001379	May 3, 2016 USDA Letter to Green Valley Special Utility District
GVSUD 001380-1383	June 17, 2016 Green Valley Special Utility District letter to TCEQ regarding WWTP Permit Application
GVSUD 001384-1978	Various documents filed at the Public Utility Commission related to Project No 45702
GVSUD 001979-1981	September 15, 2014 River City Engineering Professional Service Proposal for Wastewater Planning, Site Acquisition, and Permitting
GVSUD 002200-2203	2014-2015 Green Valley Special Utility District Annual Budget
GVSUD 002204-2207	2015-2016 Green Valley Special Utility District Annual Budget
GVSUD 002208-2255	Green Valley Special Utility District's Monthly Budgeting Reports for October 2014 to September 2015
GVSUD 002256-2303	Green Valley Special Utility District's 2014 Audit
GVSUD 002304-2351	Green Valley Special Utility District's 2015 Audit
GVSUD 002352-2367	IH-10 Industrial Park Feasibility Study
GVSUD 002368-2381	Woods of St. Claire Feasibility Study
GVSUD 002382-2511	2014 Water Master Plan
GVSUD 002512-2551	Green Valley Special Utility District's Planning Documents - Cost Estimates, Quantity Summaries, and Schematics and Plans for Proposed Wastewater Treatment Plant

GVSUD 002552-2592	Green Valley Special Utility District's By-laws and Operating Procedures
GVSUD 002593	Sewer CCN
GVSUD 002594-2597	Various correspondence with TWDB and USDA
GVSUD 002598-2606	May 18, 2015 Admin Complete Letter from the TCEQ
GVSUD 002607-2609	Green Valley Special Utility District's Ledger of Wastewater Expenses to Date
GVSUD 002610	Location Map
GVSUD 002611	Map of Proposed Santa Clara Treatment Facility
GVSUD 002612-2615	Cibolo Creek Municipal Authority's 2016 Notice of Application to Levy Impact Fees
GVSUD 002616-2647	GVSUD Agreements with River City Engineers
GVSUD 002648-2650	Interlocal Agreement between City of Marion and GVSUD
GVSUD 002651-2671	Emails and Documents regarding provision of sewer service
GVSUD 002672-2682	Applications for Sewer Service and Service Agreements
GVSUD 002683-2694	Road Ranger LLC Feasibility Study
GVSUD 002695-2701	E-mails and documents regarding provision of sewer service
GVSUD 002702	Resume of Garry Montgomery
GVSUD 002703	Resume of Pat Lackey
GVSUD 002704	GVSUD Letter to Nortex Subdivision

PROPOSED SANTA CLARA WASTEWATER TREATMENT PLANT SANTA CLARA SPECIAL UTILITY DISTRICT		GREEN VALLEY SPECIAL UTILITY DISTRICT	
PROJECT NO. _____ DRAWN BY _____ CHECKED BY _____ APPROVED BY _____ DATE _____		PROJECT NO. _____ DRAWN BY _____ CHECKED BY _____ APPROVED BY _____ DATE _____	
REVISIONS NO. _____ DATE _____		NO. _____ DATE _____	



THE SEAL APPEARING ON THE DOCUMENT WAS
 ISSUED BY THE STATE OF TEXAS, BOARD OF
 ENGINEERING EXAMINERS, ON 10/22/2010
 FOR THE PROFESSION OF CIVIL ENGINEERING
 IN THE COUNTY OF SANTA CLARA, TEXAS
 FOR THE PROJECT OF A WASTEWATER
 TREATMENT PLANT, PROJECT NO. 1000000000
 FOR THE DISTRICT OF GREEN VALLEY
 SPECIAL UTILITY DISTRICT, PROJECT NO.
 1000000000, UNDER THE
 TEXAS ENGINEERING PRACTICE ACT

10/22/2010
 10/25/2010

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF APPLICATION BY A DISTRICT TO LEVY IMPACT FEES TCEQ Internal Control No. D-03222016-034

APPLICATION. Cibolo Creek Municipal Authority (the "Authority") filed an application with the Texas Commission on Environmental Quality (TCEQ) to amend its land use assumptions and capital improvements plan, and for authority to levy impact fees of \$1,800 per equivalent single-family connection for new connections to the Authority's wastewater systems within the North Side Basin impact fee service area and \$1,411 per equivalent single-family connection for new connections to the Authority's wastewater system within the South Side Basin impact fee service area of the Authority. The Authority's service area boundaries are shown on the map that follows this notice and is marked as "Exhibit A." The Authority files this application under the authority of Chapter 395 of the Local Government Code, 30 Texas Administrative Code Chapter 293, and the procedural rules of the TCEQ.

The purpose of impact fees is to generate revenue to recover the costs of capital improvements or facility expansions made necessary by and attributable to serving new development in the Authority's service areas. At the direction of the Authority, a registered engineer has prepared a capital improvements plan for the system that identifies the capital improvements or facility expansions and their costs for which the impact fees will be assessed.

The Authority's impact fee amendment application and supporting information are available for inspection and copying during regular business hours in the Districts Section of the Water Supply Division, Third Floor of Building F (in the TCEQ Park 35 Office Complex located between Yager and Braker lanes on North IH-35), 12100 Park 35 Circle, Austin, Texas 78753. A copy of the impact fee application and supporting information, as well as the capital improvements plan, is available for inspection and copying at the Authority's office during regular business hours.

CONTESTED CASE HEARING. The TCEQ may grant a contested case hearing on this application if a written hearing request is filed within 30 days after the newspaper publication of this notice.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) the name of the petitioner and the TCEQ Internal Control Number; (3) the statement "I/we request a contested case hearing"; (4) a brief description of how you would be affected by the petition in a way not common to the general public; and (5) the location of your property relative to the proposed District's boundaries. You may also submit your proposed adjustments to the application. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

The Executive Director may approve the application unless a written request for a contested case hearing

is filed within 30 days after the newspaper publication of this notice. If a hearing request is filed, the Executive Director will not approve the petition and will forward the petition and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting to determine whether a contested case hearing will be held. If a contested case hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

INFORMATION. Written hearing requests should be submitted to the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087. For information concerning the hearing process, please contact the Office of Public Interest Counsel, MC 103, at the same address. General information regarding the TCEQ can be found at our web site at <http://www.tceq.texas.gov/>.

Issued:

Sept. 26, 2016



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November 11, 2002

Dorothy Mills
General manager
GREEN VALLEY SPECIAL UTILITY DISTRICT
P.O. Box 99
Marion, TX 78124

Re: Agreement for Professional Engineering Services

Dear Ms. Mills:

Thank you for selecting River City Engineering, Ltd. as the Engineer for the Green Valley Special Utility District's wastewater project. Enclosed are two copies of our Agreement for Professional Engineering Services. The agreement includes our hourly rate schedule. Please review the agreement. Should the agreement meet with your approval, please sign one copy and return one to this office for our files.

The agreement cites that before any project is undertaken, we will provide a proposal for your acceptance which will include the scope of the work to be done and either a lump sum engineering cost or, if to be done on an hourly basis, the amount which will not be exceeded for the engineering services. We have attached a proposal for the initial Wastewater Planning Study.

Thank you for the opportunity to serve the Green Valley Special Utility District. If you have any questions please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Barbara Lackey".

Barbara Lackey, P. E.

Enclosures

P:/Projects/6096(GreenValleySpclUtilDist)/Dmills/Agrmt111102.doc

**CONTRACT FOR PROFESSIONAL SERVICES
WITH GREEN VALLEY SPECIAL UTILITY DISTRICT**

MADE AND ENTERED INTO by and between GREEN VALLEY SPECIAL UTILITY DISTRICT, hereinafter called the "Owner," and RIVER CITY ENGINEERING, LTD., hereinafter called "Engineer."

RECITALS

Whereas, Engineer will provide professional consulting on an as need basis for Owner's engineering needs. Presently, Owner intends to design and construct a wastewater collection system, treatment facility and disposal system consistent with the Texas Commission on Environmental Quality requirements. Such improvements are hereinafter referred to as the "Project". Engineer will prepare project scope and preliminary construction and engineering cost estimates of proposed projects for review and authorization by the Owner.

CONTRACTUAL UNDERTAKINGS

**SECTION I
EMPLOYMENT OF ENGINEER**

Whereas, the Engineer has experience in performing projects of a similar nature, is certified by the State of Texas to perform professional engineering services, and is familiar with and will comply with the rules and regulations of applicable regulatory agencies. Finally, the Owner has verified to their satisfaction that the above assertions are correct.

Therefore, the Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering services in connection with the Project as stated in the Sections to follow, and for having rendered such services, the Owner agrees to pay to the Engineer compensations stated in the Sections to follow.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

The Engineer shall render the following professional services necessary for the development of the Project:

P:/Projects/6096(GreenValleySpecialUtilityDist)Proposals/EngSvcsAgrmnt110502

A. PRELIMINARY PHASE

1. Attend preliminary conference with the Owner regarding the Project.
2. Perform preliminary engineering services in connection with the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the Engineer's recommendations. A preliminary engineering report is to be prepared, if required by the Owner.
3. When a written report is prepared, furnish the Owner three (3) copies of the preliminary report, including preliminary layouts, sketches and cost estimates.

B. DESIGN PHASE

1. Establish the scope, and advise the Owner, of any soil and foundation investigations or any special surveys or special testing which, in the opinion of the Engineer, may be required for the proper execution of the Project; and arrange with the Owner for the conduct of such investigations and tests. (The performance of these investigations and tests is not a part of the Engineer's basic services, and compensation therefore is not included in the Basic Charge; it may be performed by the Engineer, by agreement with the Owner, in which case compensation shall be determined by the applicable portions of Section VIC.)
2. Furnish to the Owner, where required by the circumstances of the assignment, engineering data necessary for applications for routine plan reviews by local, state, and federal authorities (as distinguished from detailed applications, permit preparation, and supporting documents for government grant-in-aid, state loan programs, planning advances or to meet the requirements of special programs of the local, state, and/or federal government). Notwithstanding any statement in this Agreement to the contrary, Engineer shall provide all reasonably necessary representation and services required by Guadalupe County to coordinate the completion of the work.
3. Perform field surveys to collect information, which, in the opinion of the Engineer and Owner, is required in the design of the Project. Design surveys for the Design Phase are not included in the Basic Charge and will be invoiced hourly in accordance with Attachment No. 1 - Hourly Rate Schedule.

P:/Projects/6096(GreenValleySpecialUtilityDist)Proposals/EngSvcsAgrmnt110502

4. Prepare detailed specifications and contract documents, for construction authorized by the Owner. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable state and federal agencies for approval.
5. Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities which will be based, wherever practical, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of these estimates.
6. Furnish the Owner all necessary copies of approved plans, specification, notices to bidders and proposals. All sets of plans and specifications in excess of six (6) are to be paid for separately. Additional sets will be paid for in accordance with Attachment No. 1 – Hourly Rate Schedule.
7. Provide information on utilities to be relocated in connection with the Project. The Owner will provide excavation to determine location and depth of underground water and sewer lines. Utilities to be relocated by others shall be noted on the plans. Owner's utilities to be relocated also shall be noted on the plans. Where feasible, relocation of Owner's utilities shall be included in the construction contract.
8. Provide a letter for the Owner's signature to each utility operating within the Project limits advising them of the Project and describing any known relocations to be performed by that utility and setting forth a proposed construction schedule. This letter and a complete set of plans shall be delivered to each utility by the Engineer. The Engineer shall provide timely assistance and location stakes as necessary for utility relocations to assure that utility relocations do not delay the Project.
9. Provide field note description to the Owner in conjunction with submission of final plans. These will be provided in the form of field notes and drawings of the affected properties. These services are not included in the basic services, and will be paid for in accordance with Attachment No. 1 – Hourly Rate Schedule.
10. Provide field note descriptions to the Owner for any site(s) that is required for Owner to acquire that is associated with this Project. These descriptions will be provided within thirty (30) days after authorization by Owner, barring unforeseen and unusual difficulties associated with the

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property. These services are not included in the basic services and will be paid for in accordance with Attachment No. 1 – Hourly Rate Schedule.

C. CONSTRUCTION PHASE

1. Assist the Owner in the advertisement of the Project for bids.
2. Assist the Owner in the opening and tabulating of bids for construction of the Project, and recommend to the Owner as to the proper action on all proposals received.
3. Assist in the preparation of formal Contract Documents for the contracts.
4. All final Contracts will be executed by the Contractor and Owner.
5. Make periodic visits to the site (as distinguished from the continuous services of a Resident Project Representative described in Subparagraph 6 below) to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; he will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto, and he will not be responsible or liable in any degree for the contractors' failure to perform the construction work in accordance with the Contract Documents. During visits to the construction site, and on the basis of the Engineer's on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the extent of the progress of the work, and advise the Owner of relevant defects and deficiencies in the work of contractors or techniques or sequences of construction or the safety precaution used, which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction, and may, on behalf of the Owner, exercise whatever rights the Owner may have to disapprove work and materials as failing to conform to the Contract Documents.
6. Consult and advise with the Owner, issue all instructions to the contractor requested by the Owner, and prepare routine change orders as required.
7. If specifically authorized by the Owner in writing, furnish the services of Resident Project Representatives, and other field personnel for continuous on-the-site observation of construction and for the performance of required construction layout surveys. (This service is not a part of the Engineer's

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basic services, and compensation is therefore not included in the Basic Charge; if provided, compensation shall be determined under Section VIC). The authority and duties as such Resident Project Representatives are limited to examining the material furnished and observing the work done, and to reporting their findings to the Engineer. The Engineer will use a high degree of care and prudent judgment in the selection of competent project Representatives, and the Engineer will assure that the Project Representatives are on the job to perform their required duties. It is agreed however, that the Engineer does not underwrite, guarantee or insure the work done by the contractors, and since it is the contractors' responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so, and so long as the Engineer has exercised a high degree of care and prudent judgment in selecting Project Representatives and assured that they are on the job to perform the work, failure by any Project Representatives or other personnel engaged in on-the-site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors of liability therefore or subject the Engineer to any liability for any such defect or deficiencies, unless the Project Representatives did not exercise care in the performance of their duties, hereunder.

8. Review samples, catalog data, schedules, shop drawing, laboratory, shop and mill test of materials and equipment and other data which the contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
9. Review monthly and final estimates for payments to contractors, and furnish to the Owner any necessary certificates as to payments to contractors and suppliers.
10. Conduct, in company with the Owner, a final inspection of the Project for conformance with the design concept of the Project and compliance with the Contract Documents, and approve in writing final payment to the contractor.
11. Revise contract drawing, with the assistance of the Resident Project Representative, or the Owner's representatives, to provide record drawing of the completed Project. Furnish one (1) set of reproducible drawings and one (1) set of prints of these revised drawings to the Owner.

SECTION III

AUTHORIZATION OF SERVICES

No professional services of any nature shall be undertaken by the Engineer under this Agreement until he has received authorization from the Owner in writing.

SECTION IV

PERIOD OF SERVICE

This Agreement shall be effective upon execution by the Owner and the Engineer, and shall remain in force until terminated.

SECTION V

COORDINATION WITH THE OWNER

The Engineer shall hold regular progress meetings with the Owner, or its representatives, to the end of the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing needs and facilities, including preliminary line routings, approved manufacturers of materials and equipment and other pertinent items relative to the Project and updated cost estimates, and consistent with its current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineer, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project.

SECTION VI

THE ENGINEER'S COMPENSATION

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the compensation hereinafter set forth, for the Preliminary, Design and Construction Phases of the work and for Special Assignments and Services not included in these phases. All remittances by Owner of such compensation shall either be mailed or delivered to the Engineer's office in Austin, Texas.

Compensation for professional engineering services under this contract shall be based on an hourly rate basis at an amount not to exceed \$20,000.00, or as provided in a preliminary construction and engineering estimate furnished by the Engineer and authorized by the Owner.

A. PRELIMINARY PHASE

Payments for services in this Phase shall be made to the Engineer in accordance with the attached Hourly Rate Schedule included as Attachment No. 1.

These payments shall be made in monthly installments in proportion to the Engineer's good faith estimate of the amount of work completed to date.

B. DESIGN/CONSTRUCTION PHASE

Payments for services in this Phase shall be made to the Engineer in accordance with the attached Hourly Rate Schedule included as Attachment No. 1.

These payments shall be made in monthly installments in proportion to the Engineer's good faith estimate of the amount of work completed to date.

**C. SPECIAL ASSIGNMENT AND SERVICES NOT INCLUDED
IN ABOVE PRELIMINARY PHASE CHARGES**

The charges above described in the Preliminary and Design/Construction Phases shall provide compensation to the Engineer for all services called for under this Agreement to be performed by him or under his direction, except the services set forth below. These excluded services and special assignments, and the compensation to be paid by the Owner to the Engineer for their performance, as required, are as follows:

The following services (1 through 16), if authorized by the Owner, shall be reimbursed in accordance with Attachment No. 1 – Hourly Rate Schedule and as further indicated.

1. Subdivision plat and construction drawing review.
2. Services of a Resident Project Representative and other field personnel as required for on-the-site observation of construction.
3. Services for Design Surveys, if not included in the Basic Charge.
4. Service for Construction Layout Surveys (Construction Staking).

5. Land surveys and establishment of boundaries and monuments.
6. Preparation of property or easement descriptions.
7. Preparation of any special reports required for making of bonds.
8. Appearance before regulatory agencies, meetings with Regional Utilities, and City Council meetings.
9. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the Owner.
10. Additional copies of reports and specifications.
11. Preparation of applications and supporting documents for government grants, loans or planning advances for public works projects.
12. Assistance to the Owner as an expert witness in any litigation with third parties, arising from the development or construction of the Project.
13. Soil and foundation investigations, including tests and analysis of test results.

Basis of Compensation: (a) Furnished by the Owner and observed by the Engineer in accordance with Attachment No. 1 - Hourly Rate Schedule, or (b) Owner contract separately with qualified testing firm.

14. Detailed mill, shop and/or laboratory inspection of materials or equipment.

Basis of Compensation: (a) Furnished directly by the Owner, or (b) by Engineer in accordance with Attachment No. 1 - Hourly Rate Schedule.

15. Extra travel required of the Engineer and authorized by the Owner from New Braunfels to points other than Central Texas (150 mile range of New Braunfels) in connection with the Project.

Basis of Payment: Cost of travel and living expenses plus a fifteen-percent (15%) service charge. Cost of labor in accordance with Attachment No. 1 - Hourly Rate Schedule.

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16. Services for location stakes associated with the Project as necessary for utility companies operating within the Project limits.

Should the Owner fail, without justification, to make payment to the Engineer of the sum named in any partial or final statement when payment is past due for more than thirty (30) days, then the Owner shall pay to the Engineer, in addition to the sum shown as due by such statement, interest thereon at the current prime rate of banking institutions in Austin, from the date due, as provided herein, until fully paid, which shall fully liquidate any injury to the Engineer arising from such delay in payment, but the right is expressly reserved to the Engineer in event payments are not promptly made as provided herein, at any time thereafter to treat the Agreement as terminated by the Owner and recover compensation as provided by this Agreement.

SECTION VII

REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which for its proper execution involves extra services and expenses for changes in or addition to the drawings, specification or other documents, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control, such as by (but not limited to) the re-advertisement for bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expenses, which services and expenses shall not be considered as cover by the lump sums stipulated in this Agreement. Compensation for such extra services shall be in accordance with Attachment No. 1 – Hourly Rate Schedule. However, no extra compensation will be granted to the Engineer for correcting errors in the plans or errors in the design of the Project, or for revising design or plans when such design and plans prove not to be feasible for construction or for revising design or plans in order to comply with applicable laws or regulatory rules.

SECTION VIII **OWNERSHIP OF DOCUMENTS**

Engineer shall retain ownership of all original documents, plan design, and survey notes on all projects that are not completed and for which Engineer is not compensated, regardless of whether the instruments were copyrighted. Additionally, all such documents for which Engineer is not compensated Owner will not reuse for extension of the original project or new projects, unless Owner shall secure the permission of Engineer and Engineer shall be entitled to further compensation for the use of such documents.

All original documents, plan designs and survey notes for completed or partially completed projects for which Engineer has been compensated shall be the property of Owner and Engineer, and reproducible copies shall be furnished to the Owner upon request. The use by either party of such documents is unrestricted.

SECTION IX **TERMINATION**

1. Either party to this Agreement may terminate the Agreement without cause by giving to the other thirty (30) days notice in writing. Upon delivery of such notice by the Owner to the Engineer, and upon expiration of the thirty-day period, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts, insofar as such orders or contracts are chargeable to this Agreement.
2. Owner may terminate this Agreement with cause due to default by Engineer immediately upon notice to Engineer.
3. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The Owner shall then pay the Engineer promptly that portion of the prescribed charges for which the service was actually performed under this Agreement, less such payments as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VIII.

SECTION X
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

RIVER CITY ENGINEERING, LTD
1011 W. COUNTY LINE ROAD, SUITE C
NEW BRAUNFELS, TX 78130
(830) 625-3588
ATTN: BARBARA LACKEY, P.E.

All notices and communications under this Agreement to be mailed or delivered Owner shall be to the following address:

GREEN VALLEY SPECIAL UTILITY DISTRICT
P.O. BOX 99
MARION, TEXAS 78124
(830) 914-2332
Attention: DOROTHY MILLS, General Manager

SECTION XI
SECTION CAPTIONS

Each Section under the Contractual Undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Section or in any way determine its interpretation or application.

SECTION XII
SCHEDULE OF COMPLETION

The Engineer will fulfill the scope of services included in the Project in a professional and timely manner. The Owner's wishes and requirements regarding the Project will be conveyed through the Owner's Representative, and the Engineer shall confer frequently with the Owner's Representative throughout the Preliminary/Design/Construction Phase of the Project.

SECTION XIII
LIMITATION OF LIABILITY

The liability of the Engineer shall be limited to the Engineer's compensation for the specific project concerned. Engineer represents and warrants that he has and shall attempt to maintain professional liability ("errors and omissions") insurance in the amount of \$500,000, and general liability insurance in the amount of \$1,000,000. Engineer will provide evidence of such insurance, as requested by owner.

SECTION XIV
SUCCESSORS AND ASSIGNS

The Owner and the Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any public body, which may be a party hereto.

EXECUTED in two (2) counterparts (each of which is an original) on behalf of the Engineer by its Representative shown below, and on behalf of the Owner by its Representative (thereunto duly authorized) to be effective this the 21st day of Nov, 2002.

GREEN VALLEY SPECIAL UTILITY DIST

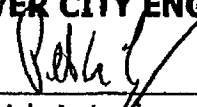
Attest:

by:  _____

ITS _____

Attest:

RIVER CITY ENGINEERING, LTD.



Patrick A. Lackey, P.E.
President

ATTACHMENT
(1) Hourly Rate Schedule
(2) Project Scope

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ATTACHMENT NO. 01
HOURLY RATE SCHEDULE

ATTACHMENT NO. 01

RIVER CITY ENGINEERING, LTD.

HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
1. Principal Registered Engineer	\$125.00
2. Registered Engineer	\$100.00
3. Registered Public Land Surveyor	\$90.00
4. Project Representative (includes vehicle and equipment)	\$70.00
5. Graduate Engineer	\$85.00
6. Design Technician	\$70.00
7. Drafter/CADD Operator	\$60.00
8. Administrative/Secretarial Personnel	\$35.00
9. Design Clerk	\$25.00
10. Three-person Survey Crew (Includes vehicle and equipment)	\$110.00
11. Reimbursement for Direct Non-Labor Expense and Subcontract Expense - Cost Plus 15%	

ATTACHMENT NO. 02

PROJECT SCOPE

River City Engineering, Ltd.

AGREEMENT FOR PROFESSIONAL SERVICES

3801 S. First Street, Austin, Texas 78704 BUS: (512) 442-3008 FAX: (512) 442-6522

THIS AGREEMENT, entered into at NEW BRAUNFELS, TEXAS on the 1st day of November, 2002, by and between, Green Valley SUD, hereinafter called "OWNER", and RIVER CITY ENGINEERING, Ltd., a Texas Corporation, hereinafter called "ENGINEER," is as follows: The Owner engages the Engineer to perform professional services for a project known and described as Wastewater Feasibility Study, herein after called the "PROJECT."

The Owner and Engineer, for mutual consideration hereinafter set forth, agree as follows:

- A. Engineer agrees to provide and perform certain professional services for Owner upon the Project as follows: Engineer to perform services required for district's wastewater needs, including design and construction of wastewater collection system, treatment facility and disposal system. Submit feasibility report upon completion of project.
- B. Period in which services are to be rendered: November 1, 2002 – October 31, 2003.
- C. Owner's responsibility shall be as follows: Meet with Engineer on project status.
- D. Owner agrees to pay Engineer as compensation for its services as follows: Hourly basis billed monthly, upon receipt of invoices. Contract budget for this phase of the project not to exceed \$20,000.00 without written approval.



November 11, 2002

Dorothy Mills
General Manager
GREEN VALLEY SPECIAL UTILITY DISTRICT
P.O. Box 99
Marion, TX 78124

**Re: Wastewater Planning Study
Request for Authorization for Engineering Services**

Dear Ms. Mills:

We are pleased to submit our proposal for Professional Engineering and Surveying Services for the referenced project. The work includes an evaluation of the development of a wastewater collection and treatment system within the Green Valley Special Utility District (GVSUD) service area. Partnering with regional entities on this system will be explored. A report with estimated costs for the system will be provided to the GVSUD.

We propose to provide these services on an hourly basis at a cost not to exceed \$20,000.00. Terms and conditions of our Professional Engineering Services Agreement with the Green Valley Special Utility District apply.

Thank you for the opportunity of preparing this proposal. Should you choose to accept our proposal, please sign below as indicated and return one copy to this office. If you have any questions please do not hesitate to contact us.

Sincerely,

Barbara Lackey

Barbara Lackey, P. E.

Accepted: _____

Date: _____

[Signature]

11-21-02

11-11-02 10:11 AM C:\Program Files\Microsoft Office\Office\11\1102

March 16, 2006

Dorothy Mills
General Manager
GREEN VALLEY SPECIAL UTILITY DISTRICT
P.O. Box 99
Marion, TX 78124

ORIGINAL

**Re: Wastewater Master Plan
Request for Authorization for Engineering Services**


Dear Ms. Mills:

We are pleased to submit our proposal for Professional Engineering Services for the above referenced project. The work includes an evaluation of the development of a wastewater collection and treatment system within the Green Valley Special Utility District (GVSUD) service area. Partnering with regional entities on this system will be explored. A report with estimated costs for the system will be provided to the GVSUD.

We propose to provide these services on an hourly basis at a cost not to exceed \$61,031.00. Terms and conditions of our Professional Engineering Services Agreement with the Green Valley Special Utility District apply.

Thank you for the opportunity of preparing this proposal. Should you choose to accept our proposal, please sign below as indicated and return one copy to this office. If you have any questions please do not hesitate to contact us.

Sincerely,


Barbara Lackey, P. E.

Accepted: 

Date: 20 Apr 06

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Study\Docs\DMillsEngServiceAgreement031606.doc

Austin: 3801 S. First Street, Austin, TX 78704 • BUS (512) 442-3008 • FAX (512) 442-6522
San Antonio Area: 1011 W. County Line Rd., Suite C, New Braunfels, TX 78130 • BUS (830) 626-3588 • FAX (830) 626-3601

GVSUD 002634

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH GREEN VALLEY SPECIAL UTILITY DISTRICT

MADE AND ENTERED INTO by and between **GREEN VALLEY SPECIAL UTILITY DISTRICT**, hereinafter called the "Owner," and **RIVER CITY ENGINEERING, LTD.**, hereinafter called "Engineer."

RECITALS

Whereas, Engineer will provide professional consulting on an as need basis for all of Owner's engineering requirements. Services shall incorporate all water and wastewater engineering related topics required for successful management of water and wastewater operations. Such improvements are hereinafter referred to as the "Project". Engineer will prepare project scope and preliminary construction and engineering cost estimates of proposed projects for review and authorization by the Owner.

CONTRACTUAL UNDERTAKINGS

SECTION I **EMPLOYMENT OF ENGINEER**

Whereas, the Engineer has experience in performing projects of a similar nature, is certified by the State of Texas to perform professional engineering services, and is familiar with and will comply with the rules and regulations of applicable regulatory agencies. Finally, the Owner has verified to their satisfaction that the above assertions are correct.

Therefore, the Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering services in connection with the Project as stated in the Sections to follow, and for having rendered such services, the Owner agrees to pay to the Engineer compensations stated in the Sections to follow.

SECTION II **CHARACTER AND EXTENT OF SERVICES**

The Engineer shall render the following professional services necessary for the development of the Project:

A. PRELIMINARY PHASE

1. Attend preliminary conference with the Owner regarding the Project.
2. Perform preliminary engineering services in connection with the Project in sufficient detail to indicate clearly the problems involved and the alternate

solutions available to the Owner, to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the Engineer's recommendations. A preliminary engineering report is to be prepared, if required by the Owner.

3. When a written report is prepared, furnish the Owner three (3) copies of the preliminary report, including preliminary layouts, sketches and cost estimates.

B. DESIGN PHASE

1. Establish the scope, and advise the Owner, of any soil and foundation investigations or any special surveys or special testing which, in the opinion of the Engineer, may be required for the proper execution of the Project; and arrange with the Owner for the conduct of such investigations and tests. (The performance of these investigations and tests is not a part of the Engineer's basic services, and compensation therefore is not included in the Basic Charge; it may be performed by the Engineer, by agreement with the Owner, in which case compensation shall be determined by the applicable portions of Section VIC.)
2. Furnish to the Owner, where required by the circumstances of the assignment, engineering data necessary for applications for routine plan reviews by local, state, and federal authorities (as distinguished from detailed applications, permit preparation, and supporting documents for government grant-in-aid, state loan programs, planning advances or to meet the requirements of special programs of the local, state, and/or federal government). Notwithstanding any statement in this Agreement to the contrary, Engineer shall provide all reasonably necessary representation and services required by governing counties to coordinate the completion of the work.
3. Perform field surveys to collect information, which, in the opinion of the Engineer and Owner, is required in the design of the Project. Design surveys for the Design Phase are not included in the Basic Charge and will be invoiced hourly in accordance with Attachment No. 1 – Hourly Rate Schedule.
4. Prepare detailed specifications and contract documents for construction authorized by the Owner. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable state and federal agencies for approval.
5. Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities which will be based, wherever practical, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of these estimates.

6. Furnish the Owner all necessary copies of approved plans, specification, notices to bidders and proposals. All sets of plans and specifications in excess of six (6) are to be paid for separately. Additional sets will be paid for in accordance with Attachment No. 1 – Hourly Rate Schedule.
7. Provide information on utilities to be relocated in connection with the Project. The Owner will provide excavation to determine location and depth of underground water and sewer lines. Utilities to be relocated by others shall be noted on the plans. Owner's utilities to be relocated also shall be noted on the plans. Where feasible, relocation of Owner's utilities shall be included in the construction contract.
8. Provide a letter for the Owner's signature to each utility operating within the Project limits advising them of the Project and describing any known relocations to be performed by that utility and setting forth a proposed construction schedule. This letter and a complete set of plans shall be delivered to each utility by the Engineer. The Engineer shall provide timely assistance and location stakes as necessary for utility relocations to assure that utility relocations do not delay the Project.
9. Provide field note description to the Owner in conjunction with submission of final plans. These will be provided in the form of field notes and drawings of the affected properties. These services are not included in the basic services, and will be paid for in accordance with Attachment No. 1 – Hourly Rate Schedule.
10. Provide field note descriptions to the Owner for any site(s) that is required for Owner to acquire that is associated with this Project. These descriptions will be provided within thirty (30) days after authorization by Owner, barring unforeseen and unusual difficulties associated with the property. These services are not included in the basic services and will be paid for in accordance with Attachment No. 1 – Hourly Rate Schedule.

C. CONSTRUCTION PHASE

1. Assist the Owner in the advertisement of the Project for bids.
2. Assist the Owner in the opening and tabulating of bids for construction of the Project, and recommend to the Owner as to the proper action on all proposals received.
3. Assist in the preparation of formal Contract Documents for the contracts.
4. All final Contracts will be executed by the Contractor and Owner.
5. Make periodic visits to the site (as distinguished from the continuous services of a Resident Project Representative described in Subparagraph 6 below) to observe the progress and quality of the executed work and to determine if the

work is preceding in accordance with the Contract Documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; he will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto, and he will not be responsible or liable in any degree for the contractors' failure to perform the construction work in accordance with the Contract Documents. During visits to the construction site, and on the basis of the Engineer's on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the extent of the progress of the work, and advise the Owner of relevant defects and deficiencies in the work of contractors or techniques or sequences of construction or the safety precaution used, which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction, and may, on behalf of the Owner, exercise whatever rights the Owner may have to disapprove work and materials as failing to conform to the Contract Documents.

6. Consult and advise with the Owner, issue all instructions to the contractor requested by the Owner, and prepare routine change orders as required.
7. If specifically authorized by the Owner in writing, furnish the services of Resident Project Representatives, and other field personnel for continuous on-the-site observation of construction and for the performance of required construction layout surveys. (This service is not a part of the Engineer's basic services, and compensation is therefore not included in the Basic Charge; if provided, compensation shall be determined under Section VIC). The authority and duties as such Resident Project Representatives are limited to examining the material furnished and observing the work done, and to reporting their findings to the Engineer. The Engineer will use a high degree of care and prudent judgment in the selection of competent project Representatives, and the Engineer will assure that the Project Representatives are on the job to perform their required duties. It is agreed however, that the Engineer does not underwrite, guarantee or insure the work done by the contractors, and since it is the contractors' responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so, and so long as the Engineer has exercised a high degree of care and prudent judgment in selecting Project Representatives and assured that they are on the job to perform the work, failure by any Project Representatives or other personnel engaged in on-the-site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors of liability therefore or subject the Engineer to any liability for any such defect or deficiencies, unless the Project Representatives did not exercise care in the performance of their duties, hereunder.
8. Review samples, catalog data, schedules, shop drawing, laboratory, shop and mill test of materials and equipment and other data which the contractor is required to submit, only for conformance with the design concept of the Project

- and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
9. Review monthly and final estimates for payments to contractors, and furnish to the Owner any necessary certificates as to payments to contractors and suppliers.
 10. Conduct, in company with the Owner, a final inspection of the Project for conformance with the design concept of the Project and compliance with the Contract Documents, and approve in writing final payment to the contractor.
 11. Revise contract drawing, with the assistance of the Resident Project Representative, or the Owner's representatives, to provide record drawing of the completed Project. Furnish one (1) set of reproducible drawings and one (1) set of prints of these revised drawings to the Owner.

SECTION III **AUTHORIZATION OF SERVICES**

No professional services of any nature shall be undertaken by the Engineer under this Agreement until he has received authorization from the Owner in writing.

SECTION IV **PERIOD OF SERVICE**

This Agreement shall be effective upon execution by the Owner and the Engineer, and shall remain in force until terminated.

SECTION V **COORDINATION WITH THE OWNER**

The Engineer shall hold regular progress meetings with the Owner, or its representatives, to the end of the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing needs and facilities, including preliminary line routings, approved manufacturers of materials and equipment and other pertinent items relative to the Project and updated cost estimates, and consistent with its current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineer, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project.

SECTION VI **THE ENGINEER'S COMPENSATION**

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the compensation hereinafter set forth, for the Preliminary, Design and Construction Phases of the work and for Special Assignments

and Services not included in these phases. All remittances by Owner of such compensation shall either be mailed or delivered to the Engineer's office in Austin, Texas.

Compensation for professional engineering services under this contract shall be based on an hourly rate basis at an amount not to exceed amounts shown in Letters of Authorization, or other written agreements, or verbal agreements, or as provided in a preliminary construction and engineering estimate furnished by the Engineer and authorized by the Owner.

A. PRELIMINARY PHASE

Payments for services in this Phase shall be made to the Engineer in accordance with the attached Hourly Rate Schedule included as Attachment No. 1.

These payments shall be made in monthly installments in proportion to the Engineer's good faith estimate of the amount of work completed to date.

B. DESIGN/CONSTRUCTION PHASE

Payments for services in this Phase shall be made to the Engineer in accordance with the attached Hourly Rate Schedule included as Attachment No. 1.

These payments shall be made in monthly installments in proportion to the Engineer's good faith estimate of the amount of work completed to date.

C. SPECIAL ASSIGNMENT AND SERVICES NOT INCLUDED IN ABOVE PRELIMINARY PHASE CHARGES

The charges above described in the Preliminary and Design/Construction Phases shall provide compensation to the Engineer for all services called for under this Agreement to be performed by him or under his direction, except the services set forth below. These excluded services and special assignments, and the compensation to be paid by the Owner to the Engineer for their performance, as required, are as follows:

The following services (1 through 16), if authorized by the Owner, shall be reimbursed in accordance with Attachment No. 1 - Hourly Rate Schedule and as further indicated.

1. Subdivision plat and construction drawing review.
2. Services of a Resident Project Representative and other field personnel as required for on-the-site observation of construction.
3. Services for Design Surveys, if not included in the Basic Charge.
4. Service for Construction Layout Surveys (Construction Staking).
5. Land surveys and establishment of boundaries and monuments.

6. Preparation of property or easement descriptions.
7. Preparation of any special reports required for making of bonds.
8. Appearance before regulatory agencies, meetings with Regional Utilities, and Board Meetings.
9. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the Owner.
10. Additional copies of reports and specifications.
11. Preparation of applications and supporting documents for government grants, loans or planning advances for public works projects.
12. Assistance to the Owner as an expert witness in any litigation with third parties, arising from the development or construction of the Project.
13. Soil and foundation investigations, including tests and analysis of test results. Basis of Compensation: (a) Furnished by the Owner and observed by the Engineer in accordance with Attachment No. 1 – Hourly Rate Schedule, or (b) Owner contract separately with qualified testing firm.
14. Detailed mill, shop and/or laboratory inspection of materials or equipment. Basis of Compensation: (a) Furnished directly by the Owner, or (b) by Engineer in accordance with Attachment No. 1 – Hourly Rate Schedule.
15. Extra travel required of the Engineer and authorized by the Owner from New Braunfels to points other than Central Texas (150 mile range of New Braunfels) in connection with the Project. Basis of Payment: Cost of travel and living expenses plus a fifteen- percent (15%) service charge. Cost of labor in accordance with Attachment No. 1 – Hourly Rate Schedule.
16. Services for location stakes associated with the Project as necessary for utility companies operating within the Project limits.

Should the Owner fail, without justification, to make payment to the Engineer of the sum named in any partial or final statement when payment is past due for more than thirty (30) days, then the Owner shall pay to the Engineer, in addition to the sum shown as due by such statement, interest thereon at the current prime rate of banking institutions in Austin, from the date due, as provided herein, until fully paid, which shall fully liquidate any injury to the Engineer arising from such delay in payment, but the right is expressly reserved to the Engineer in event payments are not promptly made as provided herein, at any time thereafter to treat the Agreement as terminated by the Owner and recover compensation as provided by this Agreement.

SECTION VII

REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which for its proper execution involves extra services and expenses for changes in or addition to the drawings, specification or other documents, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control, such as by (but not limited to) the re-advertisement for bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expenses, which services and expenses shall not be considered as cover by the lump sums stipulated in this Agreement. Compensation for such extra services shall be in accordance with Attachment No. 1 - Hourly Rate Schedule. However, no extra compensation will be granted to the Engineer for correcting errors in the plans or errors in the design of the Project, or for revising design or plans when such design and plans prove not to be feasible for construction or for revising design or plans in order to comply with applicable laws or regulatory rules.

SECTION VIII

OWNERSHIP OF DOCUMENTS

Engineer shall retain ownership of all original documents, plan design, and survey notes on all projects that are not completed and for which Engineer is not compensated, regardless of whether the instruments were copyrighted. Additionally, all such documents for which Engineer is not compensated Owner will not reuse for extension of the original project or new projects, unless Owner shall secure the permission of Engineer and Engineer shall be entitled to further compensation for the use of such documents.

All original documents, plan designs and survey notes for completed or partially completed projects for which Engineer has been compensated shall be the property of Owner and Engineer, and reproducible copies shall be furnished to the Owner upon request. The use by either party of such documents is unrestricted.

SECTION IX

TERMINATION

1. Either party to this Agreement may terminate the Agreement without cause by giving to the other thirty (30) days notice in writing. Upon delivery of such notice by the Owner to the Engineer, and upon expiration of the thirty-day period, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all

existing orders and contracts, insofar as such orders or contracts are chargeable to this Agreement.

2. Owner may terminate this Agreement with cause due to default by Engineer immediately upon notice to Engineer.
3. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The Owner shall then pay the Engineer promptly that portion of the prescribed charges for which the service was actually performed under this Agreement, less such payments as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VIII.

SECTION X **ADDRESS OF NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

RIVER CITY ENGINEERING, LTD
1011 W. COUNTY LINE ROAD, SUITE C
NEW BRAUNFELS, TX 78130
(830) 625-3588
ATTN: PATRICK LACKEY, P.E.

All notices and communications under this Agreement to be mailed or delivered Owner shall be to the following address:

GREEN VALLEY SPECIAL UTILITY DISTRICT
P.O. BOX 99
MARION, TEXAS 78124
(830) 914-2332
Attention: PAT ALLEN, General Manager

SECTION XI
SECTION CAPTIONS

Each Section under the Contractual Undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Section or in any way determine its interpretation or application.

SECTION XII
SCHEDULE OF COMPLETION

The Engineer will fulfill the scope of services included in the Project in a professional and timely manner. The Owner's wishes and requirements regarding the Project will be conveyed through the Owner's Representative, and the Engineer shall confer frequently with the Owner's Representative throughout the Preliminary/Design/Construction Phase of the Project.

SECTION XIII
LIMITATION OF LIABILITY

The liability of the Engineer shall be limited to the Engineer's compensation for the specific project concerned. Engineer represents and warrants that he has and shall attempt to maintain professional liability ("errors and omissions") insurance in the amount of \$500,000, and general liability insurance in the amount of \$1,000,000. Engineer will provide evidence of such insurance, as requested by owner.

SECTION XIV
SUCCESSORS AND ASSIGNS

The Owner and the Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any public body, which may be a party hereto.

EXECUTED in two (2) counterparts (each of which is an original) on behalf of the Engineer by its Representative shown below, and on behalf of the Owner by its Representative (thereunto duly authorized) to be effective this 19th day of July, 2007.

GREEN VALLEY SPECIAL UTILITY DISTRICT

Attest:

Pat Allen

by: 

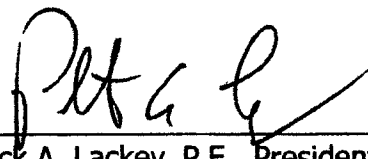
ITS

President

RIVER CITY ENGINEERING, LTD.

Attest:

Stephen W. Hanz


Patrick A. Lackey, P.E., President

ATTACHMENT

- (1) Hourly Rate Schedule
- (2) Project Scope

ATTACHMENT 1

River City Engineering, Ltd.
HOURLY RATE SCHEDULE

Effective December 1, 2005

Principal Registered Engineer	\$150.00
Registered Engineer	\$125.00
Three-person Survey Crew (Includes vehicle and equipment)	\$120.00
Registered Public Land Surveyor	\$100.00
Graduate Engineer	\$100.00
Project Representative (Includes vehicle and equipment)	\$ 85.00
Design Technician	\$ 85.00
Drafter / CADD Operator	\$ 75.00
Administrative / Secretarial Personnel	\$ 45.00
Design Clerk	\$ 35.00

Reimbursement for Direct Non-Labor Expense and
Subcontract Expense – Cost Plus 15%

ATTACHMENT 2

PROJECT SCOPE

1. Engineer agrees to serve GVSUD as their district engineer to assist with existing operations and future development of water and wastewater services.
2. Engineer shall provide authorization letter for major individual project requests for approval from GVSUD prior to initiation.
3. Owner agrees to pay Engineer as compensation for its services on an hourly basis billed monthly and reimbursement for direct non labor expense and sub consultant expenses at cost plus 15%. Engineer shall bill Owner with monthly invoices, as warranted, for services performed the preceding month.

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF MARION
AND
GREEN VALLEY SPECIAL UTILITY DISTRICT**

This Agreement is made between the City of Marion (City) and the Green Valley Special Utility District (District), pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act.

1. **Services.** City agrees to provide the District with wastewater collection and/or treatment services for areas within the boundaries of the Certificate of Convenience and Necessity (CCN) No. 20973 as requested by District and agreed to by City.
2. **Term of Service.** City and District agree that for each specific request for service, the Mayor for the City and the General Manager of the District will prepare a Term of Service Order that specifies the area to be served and other details as appropriate to enable the City to collect and/or treat the wastewater from the District.
3. **Fees and Charges for Services.** City and District agree that City will be entitled to establish fees for the wastewater services rendered on behalf of the District. Fees shall include all fees allowable by law including Impact Fees. The City will use the proceeds from the fees for operation and maintenance, expansions and improvements of the Wastewater Treatment and Collection System. Any sewer services located within the District's water service area shall be billed and collected by the District. The District agrees to forward in full the fees collected by the District in each billing period to the City by the 15th day of each month.
4. **Duty to Provide Services.** City and District hereby agree that the City has the right, at its sole discretion, to refuse any service request from the District. In addition, the District has the right to use its own facilities or other third party providers for wastewater collection and treatment within the District's CCN.
5. **Termination of Service.** City and District hereby agree that any Term of Service Order can be amended to terminate the service provided by the City. The amendment to terminate the service will be negotiated to fairly compensate each party for all costs associated with the service termination including the proportionate amount of indebtedness that may have been occurred by the City to provide the service to the District.
6. **Automatic Termination.** City and District hereby agree this Interlocal Agreement will automatically terminate on the fifth year of the anniversary of the signing of this Agreement by the City if no Term of Service Orders have been agreed to by the City and District.

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF MARION
AND
GREEN VALLEY SPECIAL UTILITY DISTRICT**

7. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with regard to the subject matter of this Agreement. This Agreement may not be modified except as agreed by the parties in writing, nor may this Agreement be assigned.
8. **Notices.** Notice under this Agreement shall be in writing and may be delivered by hand or by certified mail, return receipt requested. Notice by hand-delivery is deemed effective immediately; by certified mail is deemed effective three days after deposit in U.S. Post Office or in a U.S. Mail Box. Notice to a party shall be addressed as follows:

to the City:
City of Marion
Mayor
303 South Center Street
P.O. Box 158
Marion, Texas 78124

to the District:
Green Valley Special Utility District
General Manager
329 South Center Street
Marion, Texas 78124

9. **Venue.** The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and that venue is proper and lies exclusively in Guadalupe County, Texas.
10. **Liability.** City shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the District or its employees, agents or customers in relation to this Agreement. District shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the City or its employees or agents in relation to this Agreement. City and District acknowledge that each entity is responsible for any claims or losses, including but not limited to those related to personal injury, death or property damage, caused by the acts or omissions of that entity, its employees, students or agents, in the performance of services and activities under this Agreement.
11. **No Third Party Beneficiaries.** This Agreement is not intended to create and does not create any rights in or benefits to any third party.

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF MARION
AND
GREEN VALLEY SPECIAL UTILITY DISTRICT**

12. **No Joint Enterprise.** The relationship of City and District under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party or which shall hold itself out to be binding on the other party. The parties expressly agree that each party is an independent Contractor, and that each party assumes all of the rights, obligations and liabilities applicable to it as an independent Contractor.

This Agreement is executed by:

CITY OF MARION

BY Bill Seiber
TITLE Mayer
DATE 28 Mar 16

**GREEN VALLEY SPECIAL UTILITY
DISTRICT**

BY Pat Allen
TITLE General Manager
DATE 2/18/16

Pat Allen

From: Garry Montgomery <garry@rcetx.com>
Sent: Tuesday, October 11, 2016 10:33 AM
To: Pat Allen
Subject: FW: Unit 2 timeline & sewer

Garry Montgomery, P.E., CFM, SIT
Engineer IV

River City Engineering, PLLC.
1011 W. County Line Rd.
New Braunfels, Texas 78130
Office: 830-626-3588 x 153
garry@rcetx.com
www.rcetx.com

-----Original Message-----

From: Dale Koehler [mailto:dalekoehler@sbcglobal.net]
Sent: Wednesday, July 06, 2016 11:45 AM
To: Richard Gallegos <rg@gallegoseng.com>; Marshall Butz <jmbutz@hughes.net>
Cc: Randy Schwenn <rschwenn@cityofmariontx.org>; Garry Montgomery <garry@rcetx.com>; Pat Allen <pallen@gvsud.org>; Jeff Ratliff <jratliff@gvec.org>
Subject: Unit 2 timeline & sewer

The woods of St Clare, Unit (U) 2

Richard, Marshall,

Here are the deadlines coming up this month:

1. July 18th, send following plans to Gary, Randy, Pat and Jeff for review.
 - A. Unit 2 plat
 - B. construction plans with specific drainage plans in relation to U2.
 - C. Sewage plan for unit 3 & 4
2. July 26th, P&Z meeting: review of U2 plat and construction plans.
3. August 1st, City Council Meeting:
 - A. Looking for final approval of U2 plat and construction plans.
 - B. Discussion only of U3 & 4 sewer plans. Green Valley and Marion will need to review, discuss and work out agreement among themselves.

Let me know if you have any questions,

Dale

Pat Allen

From: Garry Montgomery <garry@rcetx.com>
Sent: Tuesday, October 11, 2016 10:32 AM
To: Pat Allen
Subject: FW: Woods of St. Clare Unit 2 Preliminary Comments
Attachments: image001.jpg; 25 S-U2-OFFSITE FM ACAD-St. Clare MDP rev.pdf

Garry Montgomery, P.E., CFM, SIT
Engineer IV

River City Engineering, PLLC.
1011 W. County Line Rd.
New Braunfels, Texas 78130
Office: 830-626-3588 x 153
garry@rcetx.com
www.rcetx.com

From: Richard Gallegos [mailto:rg@gallegoseng.com]
Sent: Wednesday, July 27, 2016 12:00 PM
To: Garry Montgomery <garry@rcetx.com>
Cc: rschwenn@cityofmariontx.org; Dale Koehler <dalekoehler@sbcglobal.net>
Subject: RE: Woods of St. Clare Unit 2 Preliminary Comments

Garry,

Rebuttal for Plan Comments:

6. Geotech could not access the site due to the heavy trees. The road for Unit 2 has been cleared but with the recent rain the rig can't get back there. I don't know if we will have confirmation by Monday if the Unit 1 recommendation will stand. But we are in the process of getting unit 2 geotech done.

7. 3 air valves were added to the high points on the force main. See attached sheet.

8. We can make any changes Green Valley feels necessary.

9. Will update sewer analysis to 245 gpd per edu shortly.

10. Will use new peak factor of 3.

11. We used SAWS sewer criteria for the 300 gall per acre infiltration and 4 edu per acre on unknown commercial tracts.

Will send sewer analysis later today.

Sincerely,
GALLEGOS ENGINEERING, INC.



GALLEGOS ENGINEERING, INC.

P.O. BOX 690067
SAN ANTONIO, TEXAS 78269

210-641-0812 PH
210-641-2037 FAX

July 27, 2016

Mr. Pat Allen
Green Valley SUD
P.O Box 99
Marion, Texas 78124

Re: Chapter 217.6 Summary Transmittal Letter
Permittee: Sewer flow to Woods of St. Clare
Permit Number:
Project Name: Woods of St. Clare Unit 3 and 4 – Lift Station Design,
Force Main and Gravity Flow, Marion, Texas
County: Guadalupe, Texas
Grant No.: Not Applicable

Dear Mr. Allen:

The purpose of this letter is to provide Green Valley SUD with the information necessary to show the proposed sewer project will comply with the requirements of 217.6(e) of the TCEQ's rules entitled, **DESIGN CRITERIA FOR DOMESTIC WASTEWATER SYSTEMS**. Information as follows:

1. Design Engineer: Gallegos Engineering, Inc.
Po Box 690067, San Antonio, Texas 78269
2. Richard M. Gallegos, P.E., Design Engineer and Contact
Phone: 210-641-0812 Fax: 210-641-2037
3. GVSUD is to own, operate and maintain the lift station, force main and gravity sewer lines through its design life, while the City of Marion to treat the effluent.
4. No variance to be requested with this project.
5. No innovative or nonconforming technologies to be utilized in the design of this project.
6. The plans and specifications which describe the project identified in this letter are in substantial compliance with all the requirements of Chapter 217.
7. Description of Project and Scope:

The lift station will have a concrete or fiberglass wet well with two submersible pumps and an above ground platform or vault containing the necessary check valves, gate valves, etc. The construction is classified as building a "Standard design" lift station to TCEQ specifications therefore plans and specifications have not been enclosed with this engineering report.

The proposed project is located within of the GVSUD CCN whereby the sewer must be pumped to the City of Marion sewer treatment plant for proper disposal. The Marion Sewer System currently has capacity to receive the sewer generated from this proposed project. Although this

station will be designed to TCEQ standards GVSUD will own, operate and maintain the proposed facilities throughout the design life of the lift station.

The proposed lift station will be located within 6 acre tract of the MDP of the Woods of St. Clare Subdivision. The 3-inch PVC force main length is approximately 3,756 linear feet and runs north along the Unit 3 Street, into a small portion of Unit 2 then north through an existing sewer easement to the City of Marion sewer plant. The force main dumps into an existing connection point at the sewer plant owned and operated by the City of Marion.

This lift station will service sewer flows from Unit 3 and 4 of the subdivision (sewer flow assumed to be 18 gpm for average daily flow). Using a 3.0 peak to average daily flow ratio the peak flow plus wet infiltration is 63 gpm. This peak wet weather flow warrants a 3-inch diameter PVC force main (velocity at 2.09 fps feet per second) based on ultimate peak flow. The wet well is designed to hold the average day flow for 120-minute duration.

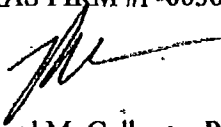
Two submersible pumps will be placed in the lift station wet well in an ultimate condition. The pump capacities will be such that there will be two identical pumps. Based on TCEQ requirements one pump will transmit firm capacity of the peak flow (50 gpm) while the second pump is not used but should be rotated on to which pump starts.

We have scanned our design notes detailing the acreages of both Unit 3 and 4 along with anticipated EDU's. The calculations for average dry weather flow and peak wet weather flow are shown on these design notes. The attached MDP shows the gravity sewer mains to be constructed in the middle of the proposed streets and the force main location on one side of the parkway. The lift station will be placed in the 6 acre tract as shown and is anticipated to be 8' in diameter and requires 6' of storage below the lowest inflow gravity invert. Based on our initial analysis the depth of the wet well is approximately 16'.

The City of Marion has expressed an interest of possibly upsizing the force main for future growth. This possible scenario will be accounted for during the design phase of the sewer project. The school site shown on the attached exhibit will require sewer service as well. We have assumed they would design their own lift station and run a separate force main within the same 20' sewer easement shown to the sewer treatment plant.

Please do not hesitate to call should you have any questions or comments.

Sincerely,
GALLEGOS ENGINEERING, INC.
TEXAS FIRM #F-003084



Richard M. Gallegos, P.E.
President

July 27, 2016

Woods Sewer Demand

1/2

Unit 3

26 homes

Sewer Flow

$$26 \text{ Edu's} \times 245 \text{ gpd} = 6,370 \text{ gpd} = 4.42 \text{ gpm}$$

Unit 4

26 homes

8 Commercial

1 bar. Tract

$$26 \text{ edu's} \times 245 \text{ gpd} = 6,370 \text{ gpd} = 4.42 \text{ gpm}$$

$$5 \text{ lots} \times 6.4 \text{ ac.} \times 4 \text{ edu} \times 245 = 6,368 \text{ gpd} = 4.36 \text{ gpm}$$

$$3 \text{ lots} \times 1.7 \text{ ac.} \times 4 \text{ edu} \times 245 \text{ gpd} = 4,998 \text{ gpd} = 3.47 \text{ gpm}$$

$$4 \text{ Edu's} \times 245 \text{ gpd} = 980 \text{ gpd} = 0.67 \text{ gpm}$$

$$\text{ADF} = 17.74 \text{ gpm}$$

$$\text{ADF} = \text{Average Dry Weather} = 17.74 \text{ gpm}$$

$$\text{PDWF} = \text{Peak Dry Weather Flow} = 3 \times 17.74 \text{ gpm} = 53.22 \text{ gpm}$$

$$\text{PWF} = \text{Peak Wet Weather Flow} = 46.45 \text{ ac.} \times 300 \text{ gal/ac.} = 13,935 \text{ gpd} = 9.68 \text{ gpm}$$

$$= 53.22 + 9.68$$

$$= \underline{62.8 \text{ gpm}}$$

$$\text{M DWF minimum Dry Weather Flow} = \left(0.2 \left(0.0144 \times 17.74 \right)^{\text{ADF } 0.198} \right)^{\text{ADF}} \times 17.74$$

$$= 2.71 \text{ gpm}$$

$$\text{Storage Volume} = \frac{\text{ADF in gpd} \times 24 \text{ hours}}{24} = \frac{25,545.6 \text{ gpd} \times 24 \text{ hours}}{24} = 2,128.8 \text{ gal}$$

$$= 284.6 \text{ cf}$$

$$\text{Depth Below Invert: } 8' \phi \text{ W.W. Depth} = \frac{284.6 \text{ cf}}{52.27 \text{ SF}} = 5.60'$$

Say 6'

July 27, 2016 Woods Sewer LS Design - Avg Detention Time / Max. Det. 2/2

$$\text{Required Volume } V_r = \frac{62.8 \times 10 \text{ min}}{4} = 158 \text{ gallons}$$

$$\text{Time to fill } t_f = \frac{158}{17} = 9.3 \text{ min}$$

$$\text{Time to Empty } T_e = \frac{158}{(63-17)} = 3.4 \text{ min}$$

$$\text{Avg Detention Time} = t_f + T_e = 9.3 + 3.4 = 12.7 \text{ min}$$

$$\text{Max Det. Time } T_f = \frac{V_r}{Q_{MWF}} = \frac{158}{2.71} = 58 \text{ min}$$

$$T_e = \frac{V_r}{Q - Q_{MWF}} = \frac{158}{63 - 2.71} = 2.6 \text{ min}$$

$$\text{Max Det Time} = T_f + T_e = 58 \text{ min} + 2.6 \text{ min} = 60.6 \text{ min}$$

[illegible]

Hand-drawn map of the Santa Clara River area. The map shows the river winding through the landscape. A road, labeled "SANTA CLARA ROAD", runs along the river. A large rectangular area, possibly a field or a building, is shown. The map is labeled with "Santa Clara River" and "Santa Clara Road". It also includes handwritten notes: "No. 81 Abstract 270" and "No. 81 Abstract 310". The map is drawn on a piece of paper with a grid pattern.

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THIS THE 11TH DAY OF September 2013

GVSUD 002657

REVISED MARCH 9, 2011

Pat Allen -

From: Garry Montgomery <garry@rcetx.com>
Sent: Tuesday, October 11, 2016 10:33 AM
To: Pat Allen
Subject: FW: Woods of St Clare Sewer

Garry Montgomery, P.E., CFM, SIT
Engineer IV

River City Engineering, PLLC.
1011 W. County Line Rd.
New Braunfels, Texas 78130
Office: 830-626-3588 x 153
garry@rcetx.com
www.rcetx.com

From: Richard Gallegos [mailto:rg@gallegoseng.com]
Sent: Monday, July 18, 2016 7:40 PM
To: Garry Montgomery <garry@rcetx.com>
Subject: Woods of St Clare Sewer

Garry,

Will Green Valley own and operate the proposed gravity sewer, lift station and force main?

Sincerely,
GALLEGOS ENGINEERING, INC.

Richard M. Gallegos, P.E.
President
P. 210-641-0812
M. 210-834-4563
F. 210-641-2037

Richard M. Gallegos, P.E.
President
P. 210-641-0812
M. 210-834-4563
F. 210-641-2037

From: Garry Montgomery [<mailto:garry@rcetx.com>]
Sent: Wednesday, July 27, 2016 11:03 AM
To: Randy Schwenn
Cc: Dale Koehler; Richard Gallegos; Gvsud
Subject: Woods of St. Clare Unit 2 Preliminary Comments

Randy,

Attached are my preliminary comments for Unit 2 Woods of St. Clare. I plan to go through the plat and plans in greater detail soon but wanted to give you my comments to date.
Let me know if you have any questions.

Thanks,

Garry Montgomery, P.E., CFM, SIT
Engineer IV



1011 W. County Line Rd.
New Braunfels, Texas 78130
Office: 830-626-3588 x 153
garry@rcetx.com
www.rcetx.com



August 9, 2016

Mr. Randy Schwenn, Public Works Director
City of Marion
PO Box 158
Marion, Texas 78124-0158

RE: Woods of St. Claire – Unit 2 Plat & Construction Plans – Second Submittal

Dear Mr. Schwenn:

River City Engineering has reviewed the subject plans as submitted August 1, 2016 and offers the following comments;

Plat:

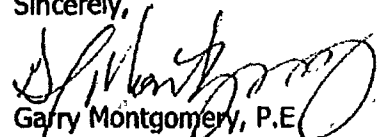
1. Legal Description – Update Document number when available.
2. Update the City Council/Mayor block to indicate Unit 2 and not Unit 1.
3. Provide easement for sanitary sewer forcemain on plat on Lot 40.

Plans:

4. Please provide a detail for the 1" air release valve called out on the force main.
5. Forcemain shall require approval from GVSUD prior to construction.
6. Is the easement for the offsite forcemain going to be established by separate instrument? This easement shall allow both Marion and GVSUD sewer mains.
7. Sheet 26 – Station 1+96 calls for a steel casing for future forcemain. Provide elevation for casing to ensure TCEQ minimum separation distances are met.
8. Add note to Water Detail Sheet regarding the potential for groundwater and method/materials for backfill under the roadway if groundwater is encountered.
9. GVSUD will verify location of valves, hydrants and services prior to final approval of plans.
10. Provide a geotechnical report for the Unit 2 streets.

Upon resolution of these items the applicant can resubmit plans for review.
If you have any questions, please do not hesitate to contact me.

Sincerely,


Garry Montgomery, P.E.
River City Engineering, PLLC

CC: Pat Allen - GVSUD

Q:\Projects\7001 (City of Marion)\16-2016 Woods of St. Claire Dev. Review\Correspondence\Preliminary Plat and Plan Review Unit 2 080216.doc

Pat Allen

From: Richard Gallegos <rg@gallegoseng.com>
Sent: Tuesday, July 19, 2016 4:56 PM
To: pallen@gvsud.org; rschwenn@cityofmariontx.org; garry@rcetx.com
Cc: Dale Koehler
Subject: Woods of St. Clare Unit 3 and 4 Sewer Analysis
Attachments: Woods of St Clare Sewer Analysis 7-19-16.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Gentleman,

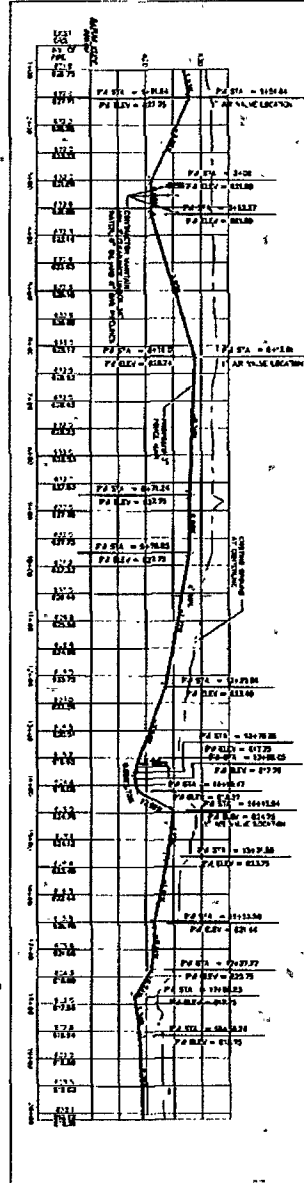
Please review the attached sewer report on running gravity sewer to a proposed lift station then a force main to the City of Marion sewer treatment plant. Please let me know if you have any comments.

Sincerely,
GALLEGOS ENGINEERING, INC.

Richard M. Gallegos, P.E.
President
P. 210-641-0812
M. 210-834-4563
F. 210-641-2037

CONSTRUCTION OF OFFSITE SANITARY SEWER FORCE MAIN
 (NO SEWERAGE FEE FEE)

CONSTRUCTION OF OFFSITE SANITARY SEWER FORCE MAIN
 (NO SEWERAGE FEE FEE)

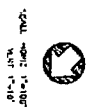
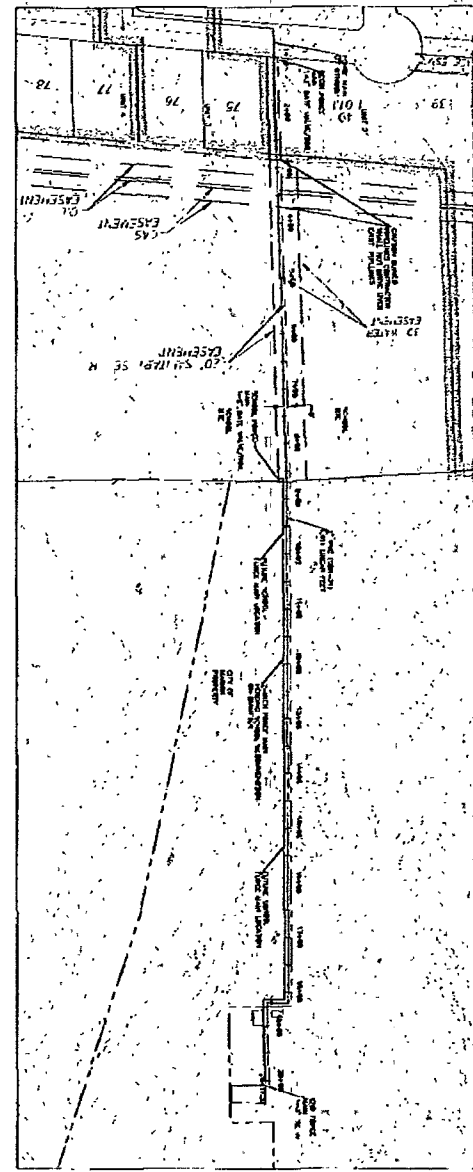


1. The profile view shows the vertical alignment of the offsite sanitary sewer force main. The elevation of the pipe is shown in feet above sea level. The stationing is shown in feet from the beginning of the project.

2. The profile view shows the vertical alignment of the offsite sanitary sewer force main. The elevation of the pipe is shown in feet above sea level. The stationing is shown in feet from the beginning of the project.

3. The profile view shows the vertical alignment of the offsite sanitary sewer force main. The elevation of the pipe is shown in feet above sea level. The stationing is shown in feet from the beginning of the project.

4. The profile view shows the vertical alignment of the offsite sanitary sewer force main. The elevation of the pipe is shown in feet above sea level. The stationing is shown in feet from the beginning of the project.



SHEET 25
 OF 26

THE WOODS OF ST. CLARE SUBDIVISION, UNIT 3,4
 WAGON, TEXAS
 OFFSITE SANITARY SEWER FORCE MAIN
 ROAD LAYOUT ENGINEERING, LLP



NO. 202		DATE	
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CVSUD 002662

Pat Allen

From: Garry Montgomery <garry@rcetx.com>
Sent: Tuesday, October 11, 2016 10:28 AM
To: Pat Allen
Subject: FW: Woods of St Clare Unit 2 Plans

FYI

Garry Montgomery, P.E., CFM, SIT
Engineer IV

River City Engineering, PLLC.
1011 W. County Line Rd.
New Braunfels, Texas 78130
Office: 830-626-3588 x 153
garry@rcetx.com
www.rcetx.com

From: Richard Gallegos [mailto:rg@gallegoseng.com]
Sent: Monday, August 15, 2016 9:11 AM
To: rschwenn@cityofmariontx.org; Garry Montgomery <garry@rcetx.com>
Cc: Dale Koehler <dalekoehler@sbcglobal.net>
Subject: Woods of St Clare Unit 2 Plans

Garry,

Here are the latest plans incorporating the latest geotech information, GVSUD air valve detail on the force main plan, separation call out on steel casing for future force main, added note on water detail sheet in case of ground water encountered and water main extension to the school property. We understand that GVSUD will approve the appropriate plans prior to construction.

https://www.dropbox.com/sh/5u9t4hw4jgpic9m/AAA1i2m_YArHywwtjIZt9ymDa?dl=0

Sincerely,
GALLEGOS ENGINEERING, INC.

Richard M. Gallegos, P.E.
President
P. 210-641-0812
M. 210-834-4563
F. 210-641-2037

Pat Allen

From: John Gomez <jgomez@sara-tx.org>
Sent: Tuesday, September 20, 2016 9:33 AM
To: Patrick Lackey; Pat Allen; Garry Montgomery
Cc: Jim Doersam; Terry Ploetz
Subject: RE: GVSUD WW service

Works for us.

We can meet at the GV location?

John Gomez

-----Original Message-----

From: Patrick Lackey [mailto:palackey@rcetx.com]
Sent: Tuesday, September 20, 2016 9:27 AM
To: John Gomez; Pat Allen; Garry Montgomery
Cc: Jim Doersam; Terry Ploetz
Subject: Re: GVSUD WW service

Let's do Monday 10/3 at 10:30 at GVSUD.

Sent from my iPhone

> On Sep 19, 2016, at 1:30 PM, John Gomez <jgomez@sara-tx.org> wrote:

>

> Pat,

>

> Oct 3rd at 10:30; Oct 5th 1:30, or Oct 6th 10:30

>

> John Gomez

>

> -----Original Message-----

> **From:** Patrick Lackey [mailto:palackey@rcetx.com]

> **Sent:** Monday, September 19, 2016 12:01 PM

> **To:** Steve Raabe

> **Cc:** Pat Allen; Garry Montgomery; John Chisholm; John Gomez

> **Subject:** RE: GVSUD WW service

>

> Steve, Thanks GVSUD would like to meet the week of October 3rd. Steve you are welcome to attend, but do not need to. If John Gomez can provide some available dates and times.

>

> -----Original Message-----

> **From:** Steve Raabe [mailto:sraabe@sara-tx.org]

> **Sent:** Friday, September 16, 2016 1:47 PM

> **To:** Patrick Lackey <palackey@rcetx.com>

> **Cc:** Pat Allen <pallen@gvsud.org>; Garry Montgomery <garry@rcetx.com>; John Chisholm <jchisholm@sara-tx.org>; John Gomez <jgomez@sara-tx.org>

> **Subject:** RE: GVSUD WW service

>
> Pat,
>
> I have met with our Utilities staff on this. We have corrected our CCN map so there is no issue as to where our respective CCN boundaries are. SARA is ready to work out an arrangement to provide wholesale sanitary sewer service that is beneficial for both Green Valley SUD and SARA. If I need to be in the meeting I am available the afternoon of October 4th, 17th or 20th but John Gomez and his staff can meet much sooner and are ready to propose some wholesale service scenarios for Green Valley SUD to consider. Let me know how you would like to proceed.

>
> Steve
>
> -----Original Message-----
> From: Patrick Lackey [mailto:palackey@rcetx.com]
> Sent: Thursday, September 08, 2016 4:05 PM
> To: Steve Raabe
> Cc: Pat Allen; Garry Montgomery; John Chisholm; John Gomez
> Subject: RE: GVSUD WW service
>

> Yes, GVSUD/SARA met the other day on this with developer, Harry Hausman and Attorney Buck Benson. Portions of the tract are in GVSUD's W and WW service area. SARA indicated their intent to serve entire tract with WW. They apparently had inaccurate CCN maps. SARA staff indicated that a discharge permit and service plan were in place to serve WW. GVSUD wants to meet without developer present to protect its W/WW service area, yet explore service options. Steve, your presence would be helpful to resolve service area questions and possible wholesale wastewater service options. Thanks for your consideration.

>
> -----Original Message-----
> From: Steve Raabe [mailto:sraabe@sara-tx.org]
> Sent: Thursday, September 08, 2016 12:56 PM
> To: Patrick Lackey <palackey@rcetx.com>
> Cc: Pat Allen <pallen@gvsud.org>; Garry Montgomery <garry@rcetx.com>; John Chisholm <jchisholm@sara-tx.org>; John Gomez <jgomez@sara-tx.org>
> Subject: Re: GVSUD WW service
>

> Pat,
>
> it would be best for you to meet with John Gomez, our Utilities Manager, and his staff. I have copied him on this response and his phone number is 210-302-4204. I can attend if needed but I will not have much to contribute.

>
> Steve
>
> Sent from my iPad
>
>> On Sep 8, 2016, at 12:49 PM, Patrick Lackey <palackey@rcetx.com> wrote:
>>
>> Steve, can we meet with you regarding WW service in the FM 1518/abbot rd. area? What is your availability 15th-21st?
>>
>> Sent from my iPhone

Pat Allen

From: Terry Ploetz <tploetz@sara-tx.org>
Sent: Monday, October 03, 2016 3:12 PM
To: pallen@gvsud.org
Cc: Jim Doersam; John Gomez; Kevin Boeck
Subject: Specifications, General notes sheets and detail sheet
Attachments: Manhole Standards update 2015.pdf; general notes_1 (ph#update).pdf; general notes_2.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Pat,

Attached are pdf's of our general notes and detail sheets and a link to our specifications on our web site.
Let me know if you need additional information.

<https://www.sara-tx.org/wp-content/uploads/2015/06/Click-Here-for-Technical-Specifications-for-Utilities-Construction.pdf>

Thanks,
Terry

*Terry Ploetz
Utilities Development Superintendent
San Antonio River Authority
1720 FM 1516 North
Converse, Texas 78109
Mailing address:
P.O. Box 839980
San Antonio, Texas 78283
Office: 210-302-3653
Mobile: 210-422-5869
tploetz@sara-tx.org*

Pat Allen

From: Garry Montgomery <garry@rcetx.com>
Sent: Tuesday, October 11, 2016 10:48 AM
To: Pat Allen
Subject: FW: FM1518 & IH10 Site
Attachments: image003.png; image004.jpg; Road Ranger.pdf; Road Ranger Exhibit.pdf

fyi

Garry Montgomery, P.E., CFM, SIT
Engineer IV

River City Engineering, PLLC.
1011 W. County Line Rd.
New Braunfels, Texas 78130
Office: 830-626-3588 x 153
garry@rcetx.com
www.rcetx.com

From: Pat Allen [mailto:pallen@gvsud.org]
Sent: Friday, June 19, 2015 5:54 PM
To: 'Marc Bourgault' <MBourgault@RoadRangerUSA.com>
Cc: 'John Carabelli' <JCarabelli@RoadRangerUSA.com>; Garry Montgomery <garry@rcetx.com>; John Davenport <jdavenport@gvsud.org>
Subject: RE: FM1518 & IH10 Site

Marc,

Attached is the feasibility study for your review. My Board just reviewed it Thursday (yesterday).

I did speak to Johnny Bierschwale at the City of Schertz, he commented he would prefer if you received sewer service from Green Valley. We discussed briefly what would have to be constructed if you received service from Green Valley. However, Johnny said if you wanted to put some information together and get it to him he would take a look at it.

In the feasibility study we included some preliminary information regarding sewer services to your tract.

After you review the study we can schedule time to discuss it. If necessary, I will ask my Engineer to be present during the call or meeting.

Johnny Bierschwale contact info:
210-619-1021 City of Schertz
jbierschwale@schertz.com

Thanks,

Pat Allen

General Manager
Green Valley Special Utility District
830-914-2330

From: Marc Bourgault [<mailto:MBourgault@RoadRangerUSA.com>]
Sent: Friday, June 19, 2015 2:52 PM
To: Pat Allen
Cc: John Carabelli
Subject: RE: FM1518 & IH10 Site

Pat,

Has the engineer completed the feasibility study yet on the water? Please advise at your convenience.

Any luck on the City of Schertz. I would like to reach out to them and pursue that avenue for sewer as well. I am not sure if that would be thru Green Valley or if I can deal directly with Schertz. The best approach may be to schedule a meeting with the parties that I could come to. Comments/thoughts??

Thank you,
Marc Bourgault

From: Pat Allen [<mailto:pallen@gvsud.org>]
Sent: Tuesday, June 09, 2015 7:37 AM
To: Marc Bourgault
Cc: John Carabelli
Subject: RE: FM1518 & IH10 Site

Marc,

I will contact the City of Schertz today and see what options, if any, there may be and report back to you. As soon as my engineer has the feasibility study complete I will forward a draft to you.

Thank you,

Pat Allen
Green Valley

From: Marc Bourgault [<mailto:MBourgault@RoadRangerUSA.com>]
Sent: Monday, June 08, 2015 5:39 PM
To: Pat Allen
Cc: John Carabelli
Subject: RE: FM1518 & IH10 Site

Pat,

As we discussed last week, please forward the preliminary feasibility study when you have a chance. I would like to review.

Is there any chance we can have a phone conference or even a meeting with the Schertz folks regarding sewer?? Please advise.

Thank you,
Marc Bourgault

From: Pat Allen [<mailto:pallen@gvsud.org>]
Sent: Wednesday, May 20, 2015 4:55 PM
To: Marc Bourgault
Cc: John Carabelli; 'Randon McKee'; Garry Montgomery
Subject: RE: FM1518 & IH10 Site

Marc,

I have received the your e-mail and the information and will forward it to the District's Engineer.

The application did not include other information that I will need. Please provide the anticipated waste-water flows/needs on a separate sheet.

Thank you,

Pat Allen
GVSUD

From: Marc Bourgault [<mailto:MBourgault@RoadRangerUSA.com>]
Sent: Wednesday, May 20, 2015 3:04 PM
To: pallen@gvsud.org
Cc: John Carabelli; Randon McKee (randon.mckee@bigreddog.com)
Subject: FM1518 & IH10 Site

Pat,

Please see the attached form, check, exhibits, etc. We will be sending these out via regular mail to your office. Please contact me if there are any questions or issues with the documentation.

Marc Bourgault, P.E.
Office: 815-387-1700 x369
Cell: 815-262-9451
Fax: 815-308-7066
MBourgault@RoadRangerUSA.com



Road Ranger, L.L.C.
4930 East State St., Rockford, IL 61108
P.O. Box 4745, Rockford, IL 61110-4745
"We Help People"

From: Randon McKee [<mailto:randon.mckee@bigreddog.com>]
Sent: Thursday, April 23, 2015 4:20 PM
To: Marc Bourgault
Subject: Fwd: FM1518 & IH10

Mark,

This is the letter we received from Green Valley Water district. They are needing the fee paid in order to initiate the feasibility study.

TXDOT

The contact at TXDOT is Ken Davenport 210-615-6005.

----- Forwarded message -----

From: Pat Allen <pallen@gvsud.org>
Date: Mon, Apr 20, 2015 at 4:24 PM
Subject: FM1518 & IH10
To: Randon McKee <Randon.Mckee@bigreddog.com>
Cc: Garry Montgomery <garry@rcetx.com>

Randon,

Attached is a service application we discussed last week. Please complete the application with a separate sheet giving the service needs for waste-water. A \$2,500.00 fee is also due to begin a feasibility study for the site.

Please call if you have any questions.

Thanks,

Pat

Pat Allen

General Manager

Green Valley Special Utility District

830-914-2330

--

Randon McKee P.E. | BIG RED DOG | Project Manager, San Antonio

San Antonio 210.860.9224 | Austin 512.669.5560 | Houston 832.730.1901

Follow us: web | blog | twitter | facebook | LinkedIn

**GREEN VALLEY SPECIAL UTILITY DISTRICT
P.O. BOX 99
529 SOUTH CENTER STREET
MARION, TEXAS 78124
830-914-2330**

**APPLICATION FOR NON-STANDARD RETAIL
WATER UTILITY SERVICE**

Road Ranger, L.L.C. ("Applicant") requests non-standard water utility service from Green Valley Special Utility District ("Utility") to property located inside/outside the Utility's state-certificated service area ("CCN"). Applicant understands and agrees that retail water utility service will only be available under the terms and conditions of Utility's tariffed extension policies, the regulations of the Texas Commission on Environmental Quality ("TCEQ"), the Texas Water Code and the Texas Health & Safety Code.

By signing and submitting this application for non-standard retail water utility service, Applicant declares that he/she/it is the owner of the property in question or a developer with legal contractual rights to develop the property. If the Applicant is not the landowner or developer, he/she/it must have written legal authority to make this application and to bind the landowner/developer to the terms of any resulting service contract. [Attach copy of sworn power of attorney]

The information solicited below shall be the minimum information the Applicant shall be required to initiate non-standard service to the property in question. Applicant shall also be required to timely provide any additional information required by Utility and/or its designated consulting engineers to evaluate the service request, its affects on Utility's existing water system and customers and any additional service capacities that might need to be developed to fulfill this request.

This is only an application for non-standard service. Utility is not obligated to provide service until the application has been evaluated and a final service extension contract executed by all necessary parties.

1. **Applicant**

Legal name: Road Ranger, L.L.C.

Designated contact: Marc Bourgault

Physical address: 4930 E. State Street, Rockford, IL 61108

Mailing address: PO Box 4745, Rockford, IL 61110-4745

Telephone: 815-262-9451 Fax 815-308-7066

Email: MBourgault@RoadRangerUSA.com

2. **Landowner/Developer**

Legal name: Road Ranger, L.L.C.

Designated contact: Marc Bourgault

Physical address: 4930 E. State Street, Rockford, IL 61108

Mailing address: PO Box 4745, Rockford, IL 61110-4745

Telephone: 815-262-9451 Fax 815-308-7066

Email: MBourgault@RoadRangerUSA.com

3. **Property**

Location: Southwest Corner of I-10 and FM Hwy 1518 (see attached)

Attach county or key map showing location of property.

Number of acres: 9.0 acres

A map and description of the area to be served using map criteria in 30

TAC §291.105(a)(2)(A-G)¹

Is application being made for entire property? Yes X No ____

If no, will there be phased development? Yes ____ No X

Number of Phases one

Phases for which service is being requested in this application: n/a

¹ Separate description not required if property completely within existing service area.

Attach plat of entire property with all phases clearly delineated on it. Plat must indicate where individual service locations are anticipated. If a location will require service at more than 10 gpm through a 5/8 x 3/4-inch meter, designate the location, type of water usage and AWWA flow capacity of all large meters that will be needed.

4. **Water Plan**

Applicant must submit a detail water service plan tied to a plat of the property delineating all phases, number of service locations in each phase, all large water users, and types of water uses to be located on the property.

This water service plan must state: the level (quantity and quality) and manner (facilities, supply, and costs) of service for current and projected needs, and the projected land uses that support the requested level and manner of service

Water volume and pressure requirements:

Gallons: annual _____ highest day _____

Flow in gpm: average daily _____ coincident peak: 114 gpm

Pressures required in psi: low 30 average _____ high _____

Special service needs. Type: Fireflow

Quantity: 2,750 gpm at 25 psi for 2 hours

When needed: _____

Where needed: Fire Hydrant (note: must be within 225' of building with qty and spacing in accordance with Table C105.1 of IFC)

5. **Time Table**

Applicant must provide a statement of current needs, and a projection (Including dates) of future needs.

Commencement of construction on the property: September 2015

Commencement of construction on each phase: _____

Date water service is needed on the property? January 2016

Type and quantity of this initial service? _____

Time between commencement of construction on each phase and time
actual delivered water service will be required: _____

6. Reimbursements

Utility requires all applicants for non-standard service to bear all costs related to fulfilling the retail water utility service requirements of the property on the submitted water plan. Indicate whether Applicant expects _____ /requires _____ reimbursement of these service costs by Utility in any way. If reimbursements desired or required, provide written plan for such reimbursements under Utility's current tariff. Complete copy of tariff is available at Utility's business office.

** (To Be Determined after initial analysis)

APPLICANT:

**Marc
Bourgault**

Digitally signed by Marc
Bourgault
Date: 2015.05.21
14:47:19 -05'00'

DATE OF SUBMISSION TO UTILITY: May 20, 2015

Application Received by Utility:

DATE OF RECEIPT BY UTILITY: _____

Application fees²:

Engineering: _____

Or deposit of _____

Legal: deposit of _____

² Applicant will pay all reasonable and necessary costs incurred by Utility in evaluating and responding to this non-standard service application. The fees state above are only estimates required to start work.

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

Exhibit "B" – Non-standard Service Requirements of the "Property"³

1. Type of permanent water utility service being requested (check all applicable): residential _____ commercial X mixed _____ Industrial _____

2. Number of requested service connections (by anticipated meter size):

5/8 x 3/4 - inch	_____	3/4-inch	_____
1-inch	_____	1 1/2 - inch	_____
2-inch	_____	3-inch	_____
4 - inch	<u> 1 </u>	6 - inch	_____
other	_____	size/type	_____

3. Other desired domestic public water utility service needs:

4. Water volume and pressure requirements:

Gallons: Annual _____ Monthly _____ Highest Day _____

Pressure required: Low 30 Average _____ High _____

Special pressure requirements: _____

5. Additional reserved water capacities for fire flows or other purposes are being requested? yes X no _____

If yes, the following capacities are needed:

Quantity: 2,750 gpm at 25 psi for 2 hours. Fire Hydrants must be within 225' of building with qty and spacing in accordance with Table C105.1 of IFC

6. Is public utility easement required? yes _____ no X

³ Unless otherwise specified elsewhere in this Agreement, the retail public water utility service requirements set forth in this Exhibit "B" shall govern all aspects the parties' obligations one to the other. Unless it is clearly and unequivocally states in this Exhibit "B" that Developer is requesting additional reserved water capacities for fire flows or other purposes, GVSUD shall only be obligated to provide the service capacities for domestic potable water service, under the 30 TAC Chapter 290, Subchapter D, for the number of consuming facilities, by meter size or GPM water demand, indicated in this Exhibit "B".

Are required easements shown on Exhibit "A"? yes _____ no _____
If not, attach plat or diagram showing all required easements.

7. Is phased development of a larger tract planned? yes _____ no _____

Is phased water utility service requested?⁴ yes _____ no _____

If phased service, number of phases? _____

Time intervals between phases: _____

8. Date domestic potable water service requested to begin: _____

9. Is non-potable construction or landscaping water service being requested?

yes _____ no X - If yes, date requested to begin: _____

Describe type and quantity of non-potable construction or landscaping water service being requested. _____

10. Other terms unique to this non-standard service request:

Estimated average daily wastewater flow = 7,940 gpd (note: flow may vary as much as 20% +/-)

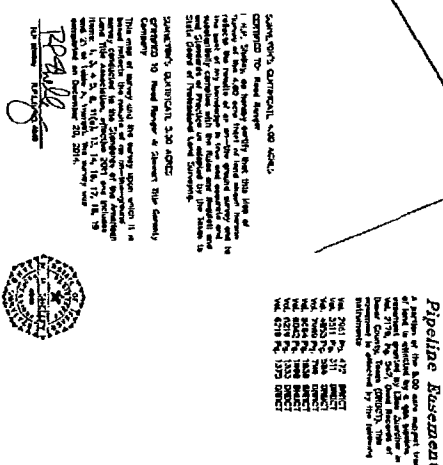
Initialed acceptance of information shown on Exhibit "B":

Developer _____ GVSUD _____

⁴ If the property is to be developed in phases and the Developer desires the water system to be constructed in corresponding phases and such phased construction is deemed desirable and acceptable to GVSUD at its sole discretion, Developer shall be required to execute a separate Non-Standard Service Agreement for each development and construction phase. Information on all phases is being requested to assist GVSUD plan for its long-term capacity requirements. No reservations of water service capacities will be made for future phases.

The authors, Drs. SUD and staff of Land Research, Inc., are conducting a study of the effects of the use of herbicides on the environment. The study is being conducted in the area of the Great Lakes, and the results of the study will be published in the near future. The study is being conducted by the Land Research, Inc., and the results of the study will be published in the near future.

1. The following information was obtained from the FBI files of the American Civil Liberties Union (ACLU) dated 10/1/68, 10/2/68, 10/3/68, 10/4/68, 10/5/68, 10/6/68, 10/7/68, 10/8/68, 10/9/68, 10/10/68, 10/11/68, 10/12/68, 10/13/68, 10/14/68, 10/15/68, 10/16/68, 10/17/68, 10/18/68, 10/19/68, 10/20/68, 10/21/68, 10/22/68, 10/23/68, 10/24/68, 10/25/68, 10/26/68, 10/27/68, 10/28/68, 10/29/68, 10/30/68, 10/31/68, 11/1/68, 11/2/68, 11/3/68, 11/4/68, 11/5/68, 11/6/68, 11/7/68, 11/8/68, 11/9/68, 11/10/68, 11/11/68, 11/12/68, 11/13/68, 11/14/68, 11/15/68, 11/16/68, 11/17/68, 11/18/68, 11/19/68, 11/20/68, 11/21/68, 11/22/68, 11/23/68, 11/24/68, 11/25/68, 11/26/68, 11/27/68, 11/28/68, 11/29/68, 11/30/68, 12/1/68, 12/2/68, 12/3/68, 12/4/68, 12/5/68, 12/6/68, 12/7/68, 12/8/68, 12/9/68, 12/10/68, 12/11/68, 12/12/68, 12/13/68, 12/14/68, 12/15/68, 12/16/68, 12/17/68, 12/18/68, 12/19/68, 12/20/68, 12/21/68, 12/22/68, 12/23/68, 12/24/68, 12/25/68, 12/26/68, 12/27/68, 12/28/68, 12/29/68, 12/30/68, 12/31/68, 1/1/69, 1/2/69, 1/3/69, 1/4/69, 1/5/69, 1/6/69, 1/7/69, 1/8/69, 1/9/69, 1/10/69, 1/11/69, 1/12/69, 1/13/69, 1/14/69, 1/15/69, 1/16/69, 1/17/69, 1/18/69, 1/19/69, 1/20/69, 1/21/69, 1/22/69, 1/23/69, 1/24/69, 1/25/69, 1/26/69, 1/27/69, 1/28/69, 1/29/69, 1/30/69, 1/31/69, 2/1/69, 2/2/69, 2/3/69, 2/4/69, 2/5/69, 2/6/69, 2/7/69, 2/8/69, 2/9/69, 2/10/69, 2/11/69, 2/12/69, 2/13/69, 2/14/69, 2/15/69, 2/16/69, 2/17/69, 2/18/69, 2/19/69, 2/20/69, 2/21/69, 2/22/69, 2/23/69, 2/24/69, 2/25/69, 2/26/69, 2/27/69, 2/28/69, 2/29/69, 2/30/69, 3/1/69, 3/2/69, 3/3/69, 3/4/69, 3/5/69, 3/6/69, 3/7/69, 3/8/69, 3/9/69, 3/10/69, 3/11/69, 3/12/69, 3/13/69, 3/14/69, 3/15/69, 3/16/69, 3/17/69, 3/18/69, 3/19/69, 3/20/69, 3/21/69, 3/22/69, 3/23/69, 3/24/69, 3/25/69, 3/26/69, 3/27/69, 3/28/69, 3/29/69, 3/30/69, 3/31/69, 4/1/69, 4/2/69, 4/3/69, 4/4/69, 4/5/69, 4/6/69, 4/7/69, 4/8/69, 4/9/69, 4/10/69, 4/11/69, 4/12/69, 4/13/69, 4/14/69, 4/15/69, 4/16/69, 4/17/69, 4/18/69, 4/19/69, 4/20/69, 4/21/69, 4/22/69, 4/23/69, 4/24/69, 4/25/69, 4/26/69, 4/27/69, 4/28/69, 4/29/69, 4/30/69, 5/1/69, 5/2/69, 5/3/69, 5/4/69, 5/5/69, 5/6/69, 5/7/69, 5/8/69, 5/9/69, 5/10/69, 5/11/69, 5/12/69, 5/13/69, 5/14/69, 5/15/69, 5/16/69, 5/17/69, 5/18/69, 5/19/69, 5/20/69, 5/21/69, 5/22/69, 5/23/69, 5/24/69, 5/25/69, 5/26/69, 5/27/69, 5/28/69, 5/29/69, 5/30/69, 5/31/69, 6/1/69, 6/2/69, 6/3/69, 6/4/69, 6/5/69, 6/6/69, 6/7/69, 6/8/69, 6/9/69, 6/10/69, 6/11/69, 6/12/69, 6/13/69, 6/14/69, 6/15/69, 6/16/69, 6/17/69, 6/18/69, 6/19/69, 6/20/69, 6/21/69, 6/22/69, 6/23/69, 6/24/69, 6/25/69, 6/26/69, 6/27/69, 6/28/69, 6/29/69, 6/30/69, 7/1/69, 7/2/69, 7/3/69, 7/4/69, 7/5/69, 7/6/69, 7/7/69, 7/8/69, 7/9/69, 7/10/69, 7/11/69, 7/12/69, 7/13/69, 7/14/69, 7/15/69, 7/16/69, 7/17/69, 7/18/69, 7/19/69, 7/20/69, 7/21/69, 7/22/69, 7/23/69, 7/24/69, 7/25/69, 7/26/69, 7/27/69, 7/28/69, 7/29/69, 7/30/69, 7/31/69, 8/1/69, 8/2/69, 8/3/69, 8/4/69, 8/5/69, 8/6/69, 8/7/69, 8/8/69, 8/9/69, 8/10/69, 8/11/69, 8/12/69, 8/13/69, 8/14/69, 8/15/69, 8/16/69, 8/17/69, 8/18/69, 8/19/69, 8/20/69, 8/21/69, 8/22/69, 8/23/69, 8/24/69, 8/25/69, 8/26/69, 8/27/69, 8/28/69, 8/29/69, 8/30/69, 8/31/69, 9/1/69, 9/2/69, 9/3/69, 9/4/69, 9/5/69, 9/6/69, 9/7/69, 9/8/69, 9/9/69, 9/10/69, 9/11/69, 9/12/69, 9/13/69, 9/14/69, 9/15/69, 9/16/69, 9/17/69, 9/18/69, 9/19/69, 9/20/69, 9/21/69, 9/22/69, 9/23/69, 9/24/69, 9/25/69, 9/26/69, 9/27/69, 9/28/69, 9/29/69, 9/30/69, 10/1/69, 10/2/69, 10/3/69, 10/4/69, 10/5/69, 10/6/69, 10/7/69, 10/8/69, 10/9/69, 10/10/69, 10/11/69, 10/12/69, 10/13/69, 10/14/69, 10/15/69, 10/16/69, 10/17/69, 10/18/69, 10/19/69, 10/20/69, 10/21/69, 10/22/69, 10/23/69, 10/24/69, 10/25/69, 10/26/69, 10/27/69, 10/28/69, 10/29/69, 10/30/69, 10/31/69, 11/1/69, 11/2/69, 11/3/69, 11/4/69, 11/5/69, 11/6/69, 11/7/69, 11/8/69, 11/9/69, 11/10/69, 11/11/69, 11/12/69, 11/13/69, 11/14/69, 11/15/69, 11/16/69, 11/17/69, 11/18/69, 11/19/69, 11/20/69, 11/21/69, 11/22/69, 11/23/69, 11/24/69, 11/25/69, 11/26/69, 11/27/69, 11/28/69, 11/29/69, 11/30/69, 12/1/69, 12/2/69, 12/3/69, 12/4/69, 12/5/69, 12/6/69, 12/7/69, 12/8/69, 12/9/69, 12/10/69, 12/11/69, 12/12/69, 12/13/69, 12/14/69, 12/15/69, 12/16/69, 12/17/69, 12/18/69, 12/19/69, 12/20/69, 1



STATE OF TEXAS

JOB NO. 06510

COUNTY OF BEXAR

PAGE 1 OF

FIELD NOTE DESCRIPTION of 9.00 acres of land or 391,858 square feet of land area, situated in the Elgio Cortari Survey No. 2, Abstract No. 5, County Block No. 5193 in Bexar County, Texas. Said 9.00 acres of land being out of and a part of that certain tract of land called to contain 21.991 acres of land in a deed recorded on July 17, 2008 to Roberto Guerra and Edna Aimee Guerra of record in Doc. No. 20080152987-1, Official Public Records of Bexar County, Texas and also being all of that certain tract of land called to contain 5.00 acres of land in a deed recorded Aug. 17, 2009 to 1518 Land Investments, LP of record in Doc. No. 20090159988, Official Public Records of Bexar County, Texas. Said 9.00 acres of land was surveyed by SIGHTLINE SURVEYING on Feb. 18, 2015 and is more particularly described by metes and bounds as follows:

BEGINNING at a TxDot monument (for record: monuments, bearings and distances, see the Map of Survey this day drafted to accompany this metes and bounds description) found at a cut-back corner in the southwesterly line of F. M. Highway No. 1518 and being an angle point in said 5.00 acre tract of and this 9.00 acre tract of land;

THENCE with the common line between said 5.00 acre tract of land and said F.M. Highway No. 1518 and being the northeasterly line of this 9.00 acre tract of land, **South 21°33'22" East for a distance of 368.62 feet** to an iron pipe found for the most easterly corner of said 5.00 acre tract of land and this 9.00 acre tract of land;

THENCE with the southeasterly line of said 5.00 acre tract of land and this 9.00 acre tract of land and being along or near a fence, **South 59°24'09" West for a distance of 446.99 feet** to a ½ inch iron rod with a red plastic cap marked "RPLS 4540" set at the most southerly corner of said 5.00 acre tract of land, same being the most easterly corner of said 21.991 acre tract of land, same being an angle point in this 9.00 acre tract of land;

THENCE with the southeasterly line of said 21.991 acre tract of land and this 9.00 acre tract of land and being along or near a fence, **South 59°44'07" West for a distance of 313.54 feet** to a red plastic cap marked "RPLS 4540" set at the most southerly corner of this 9.00 acre tract of land;

THENCE crossing said 21.991 acre tract of land with the westerly line of this 9.00 acre tract of land, **North 21°38'54" West for a distance of 585.95 feet** to a red plastic cap marked "RPLS 4540" set in the southeasterly line of said Interstate Highway 10, same being the northwesterly line of said 21.991 acre tract of land and being the most westerly corner of this 9.00 acre tract of land and from which a TxDot Monument found bears **South 78°54'05" West a distance of 404.72 feet**;

Job No. 06510
9.00 Acres
Feb. 18, 2015
Page 2 of 2

THENCE with the common line between said Interstate Highway 10 and said 21.991 acre tract of land, same being the northwesterly line of this 9.00 acre tract of land and being along or near a fence, for the following two courses:

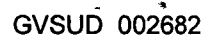
1. **North 78°54'16" East for a distance of 2.31 feet** to a TxDot Monument found at an angle point in said 21.991 acre tract of land and this 9.00 acre tract of land;
2. **North 68°20'34" East** at 307.73 feet passing a ½ inch iron rod with red plastic cap marked RPLS 4540 found at the most northerly corner of said 21.991 acre tract of land, same being the most westerly corner of said 5.00 acre tract of land, continuing **for a total distance of 649.73 feet** to a TxDot Monument found at a cut-back corner in the southeasterly line of said Interstate Highway 10 and being an angle point in said 5.00 acre tract of land and this 9.00 acre tract of land;

THENCE with said cut-back line, **South 66°32'48" East for a distance of 141.87 feet** to the **POINT OF BEGINNING**.

NOTE – Bearings called out herein are based on the Texas Coordinate System of 1983, South Central Zone, NAD 83.

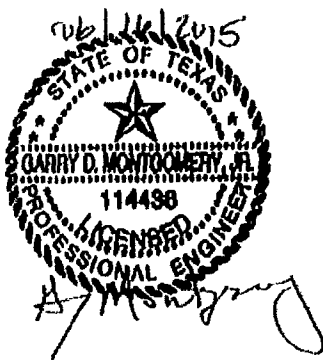
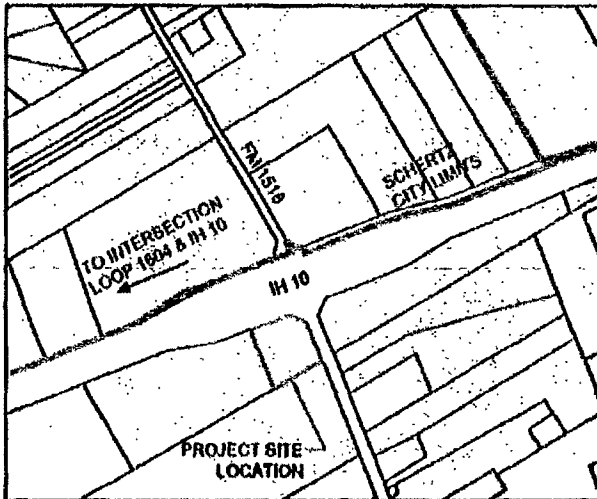
Surveyed By:

R. P. Shelley, Texas Registered Professional Land Surveyor No. 4540
SIGHTLINE SURVEYING
5702 Southern Oaks
San Antonio, Texas 78261
210 286 9077
rickshelley@gmail.com
TBPLS FIRM NO. 10130900





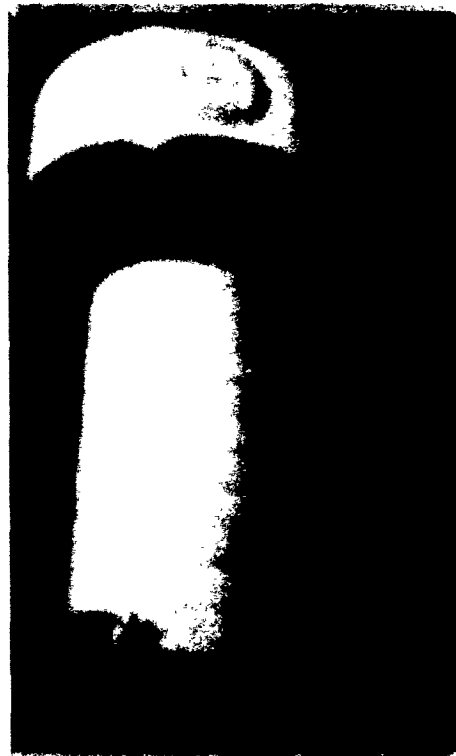
Green Valley Special Utility District
529 South Center Street
P.O. Box 99
Marlon, Texas 78124
(830) 914-2332
www.gvsud.org



River City Engineering, PLLC
1011 W. County Line Road
New Braunfels, Texas 78130
(830) 626-3588
www.rcetx.com
Project No. 6096-123

Road Ranger, L.L.C.

WATER SERVICE FEASIBILITY STUDY



**RIVER CITY
ENGINEERING**
Civil, Environmental and Surveying
Fast Response From 7-11PM Fast Service From 10-5PM

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1.0 General Overview

Green Valley Special Utility District (GVSUD) authorized River City Engineering, PLLC. (RCE) to prepare this Water Service Feasibility Study for the proposed development named **Road Ranger, L.L.C.** by Verbal Authorization on May 20, 2015.

RCE reviewed the potential impact for GVSUD to provide domestic potable water service to the above referenced development. This study reviews the proposed land use assumptions (LUA) which defines the intended use of the proposed development. This LUA is used to determine the proposed developments requested domestic potable water usage or volume. RCE compares GVSUD's existing available water rights inventory to the proposed development's water demand request. This comparison insures the proposed development is aligned with GVSUD's long-term planning goals. RCE then models how the proposed development would impact GVSUD Infrastructure and what improvements and associated costs would be required to deliver the proposed development their domestic potable water demand request. In addition to domestic potable water service, RCE reviews any Infrastructure improvements necessary to provide the proposed development additional emergency water services, as requested by the applicant. The proposed Infrastructure improvements are shown on Exhibit 1 - Proposed Development Vicinity Map. Finally, RCE recommends condition items for GVSUD management and Board of Directors consideration. The purpose of this Water Service Feasibility Study is to advise GVSUD management on the potential positive and negative impacts that this non-standard service request could have on GVSUD's current and future public water system. The Water Service Feasibility Study may be used as a toolbox of negotiation items that can be reviewed, discussed, and agreed between GVSUD and the proposed development. The final approval of any GVSUD domestic potable water service contract with any proposed development shall be through compliance with GVSUD tariff and by vote of the GVSUD Board of Directors.

2.0 Land Use Assumptions (LUA)

The proposed development is located on FM 1518, at the southwest corner of FM 1518 and IH 10. The Intended Land Use Assumption (LUA) for this proposed development is zoned Commercial to include a truck stop and associated improvements. This 9 acre proposed development has requested one 4-inch water meter for commercial use, equating to **25 build-out Equivalent Dwelling Units (EDU)**. This request is to include fire protection at a flowrate of 2750 gpm. For planning purposes the GVSUD Board of Directors and management typically use 0.4 acre-feet/year as a conservative measure of annual water use to estimate future use of planned developments. Therefore, the proposed development is requesting a non-standard water service contract for GVSUD to supply **10 acre-feet** of domestic potable water per year for the initial development.

Water Availability

The developer has requested one 4-inch metered services at full build out of the proposed development. The annual water usage projection provided by the applicant equates to approximately 3.26 million gallons. RCE and GVSUD use the conservative value of 0.4 acre-feet/connection for planning purposes in this report. GVSUD currently has an adequate supply of available water to provide the initial proposed development as stated in the non-standard water service application. To aid in GVSUD's long term plans, RCE recommends the proposed development take advantage of water conservation design responsibilities to reduce the proposed development's water demand. Such design responsibilities like reduction of irrigation demand, and conservation designs (example: drought hardy grass and efficient water fixtures) can further reduce the proposed development's water demand request and look more attractive for a GVSUD non-standard water service agreement.

To summarize GVSUD's water availability situation, currently GVSUD has sufficient domestic potable water to supply this initial proposed development. From RCE's analysis, it is reasonable to conclude that GVSUD can be assured it can provide long-term continuous and adequate retail public water utility service to this proposed non-standard service request.

3.0 Impact to Existing Domestic Potable Water Infrastructure

Impact to 1518 Elevated Storage Tank

The proposed development shall be serviced with available water from the 1518 Elevated Storage Tank through the District's Wholesale Water Provider. The proposed development would not require any modifications to the existing site infrastructure for adequate Domestic Potable Water Service.

Impact to Existing Distribution System

There is an existing GVSUD water distribution pipe of 6-inch diameter in the vicinity of the proposed development. The 6-inch water main is located adjacent to the IH 10 and FM 1518 right of way, across FM 1518 from the proposed development within a GVSUD easement. The District will require a 12-inch water main to be constructed from the 1518 Elevated Storage Tank to the development to replace the 6-inch main to meet the requested fire flow and potable demands. All existing waterline easement shall remain in effect. Any additional buried utilities will need to be approved by GVSUD prior to installation if they are designed to be installed within GVSUD waterline easements.

The topography for the site shows the highest area of the development at the 732 feet MSL contour and the lowest area at 708 feet MSL. With the 1518 Elevated Storage Tank

hydraulic pressure plane being at 880 feet MSL, the District can serve the proposed 9.0 acre development from the existing pressure provided. Due to the approximate maximum 172 feet of head (74 psi static), the pressure within the development will be adequate for domestic use.

Impact to Existing Water Storage

The water demand required for the proposed development shall be delivered from the elevated storage tank at the FM 1518 site. The storage tank will not require any improvements to accommodate the domestic potable water demand request for the proposed development. The current pressure plane provides compliance with TCEQ minimums for pumping capacity, ground storage and elevated or hydro-pneumatic storage.

4.0 Additional Emergency Water Services

Additional emergency water services were requested at a flowrate of 2750 gpm to meet fire flow demands for the site. With the proposed improvements discussed in Section 3.0 the District will be able to provide the required flow demands. The Developer shall design onsite infrastructure to meet the local fire flow requirements and provide all easements required for dedicated fire lines.

5.0 Estimated Costs

Table 5.1 summarizes the expected costs to the proposed development required for GVSUD to confidently provide **domestic potable water service** to the proposed development. The internal piping will be designed, modeled and constructed by the developer once approved by GVSUD. The current water impact fees are shown in the table, these are due at time of meter request.

Table 5.1: Water Impact Fees

IMPACT FEE	TOTAL EDUs	TOTAL COST
\$2,600	25	\$65,000

6.0 Wastewater Services

The application for service for this tract also requested wastewater service from GVSUD. The property is located on the edge of GVSUD's wastewater service area and the District currently does not have infrastructure nearby the development. The development will be required to provide a pump and haul operation for a period of time until GVSUD has wastewater infrastructure within this service area. The application for service provided a projected flowrate of 7,940 gpd as an average day flow. This equates to approximately 33 Living Unit Equivalents. The following summarizes the costs to provide service to this

development based on current impact fees and is subject to change depending on approval of impact fees from the entities and delivery points as designed:

	Unit		Total
CCMA	33 LUE	\$1,800 Impact Fee	\$59,400
CCMA treatment	7,940 gpd	\$14/gpd	\$111,160
City of Schertz	33	\$1,668	\$55,044
Total (Non GVSUD)			\$225,604

The District has multiple options for serving the tract including a possible wholesale agreement with Cibola Creek Municipal Authority and participation with the proposed City of Schertz Woman Hollering Creek Lift Station at IH 10. These facilities are currently under permitting and design phases with estimated completion dates in 2017 contingent upon permitting, approvals, construction timelines and negotiations. Final costs and schedules for the CCMA/City of Schertz option is unknown at this time due to varying impact fee allocations and final contracts. The developer will be responsible for acquiring the required easements, design and construction of the required infrastructure to connect to the City of Schertz lift station. Any oversizing of infrastructure beyond that required by the Road Ranger Development requested by GVSUD for future development will be reimbursed to the developer by GVSUD. This service scenario is also contingent upon successful agreement negotiation with CCMA and the City of Schertz.

7.0 Conclusion and Recommendations

In our engineering opinion, the GVSUD's domestic potable water system is capable of serving this proposed development with potable domestic water service provided that the conditions outlined in this report are met by the proposed development.

The following condition items are provided for GVSUD's consideration:

1. The developer will be responsible for the expenses associated with the design and construction of the 12-inch waterline discussed in this report.
2. The proposed development complies with GVSUD's tariff requirements and pays all applicable fees.
3. Attachment 2 provides the required easement certification for platting. A 20' easement shall be required for the waterline.
4. GVSUD shall approve the location and material type for piping and all appurtenances prior to construction and final acceptance of the project in accordance with GVSUD standard waterline specifications at time of preliminary and final platting. Electrical,

telephone and wastewater conflicts shall be minimized. A GVSUD Inspector will be present during installation of waterline improvements.

5. Upon construction completion and GVSUD acceptance, all system improvements shall be dedicated to and maintained by GVSUD. The contractor must warranty all construction for a minimum of one year. All system improvements that are not prepared by GVSUD must be submitted to GVSUD for review and approval prior to construction.
6. A cost of anticipated impact fees has been provided and is based on the current impact fee for the District and other entities. Impact fees will be due at the time of service request, not at time of platting.
7. The development shall reference the 20' GVSUD easement on the plat for the development. No buried utilities will be able to install infrastructure within these easements without prior approval of GVSUD.
8. Wastewater service to this tract will require a pump and haul operation for a period of time until all permitting, collection system and the treatment plant is complete and in service. Cost provided in this report regarding wastewater service are based on current impact fees and costs provided by CCMA or City of Schertz. This service scenario is contingent upon the execution of a wholesale wastewater agreement between GVSUD and CCMA that is currently in negotiation.
9. Easement acquisition, design and construction of the proposed gravity main will be the responsibility of the developer. GVSUD, CCMA and City of Schertz will need to approve the construction plans prior to mobilizing a contractor for construction. Any oversizing of mains requested by GVSUD will be reimbursed to the developer after the project is competitively bid.

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. Thank you for the opportunity to prepare this water service feasibility study. If you have any questions, please do not hesitate to contact River City Engineering at (830) 626-3588.

Sincerely,

Garry D. Montgomery, P.E.
River City Engineering, PLLC.

Exhibit 1

(Proposed Improvements)

Attachment 2 (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 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 may be located within 36" parallel to water lines.

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

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

Owner
(This Easement Certificate is to be executed and notarized by Owner of property and affixed to plat.)

Attachment 3 (Cost Estimate)

Green Valley SUD**Road Ranger LLC**

Engineer's Opinion of Probable Cost

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Site Preparation	AC	0.95	\$1,200.00	\$1,140.00
2	Revegetation (Hydromulch)	AC	0.95	\$1,200.00	\$1,140.00
3	Erosion Control Measures (Silt Fence & Matting)	LS	1	\$2,000.00	\$2,000.00
4	Environmental Protection/Storm Water Pollution Prevention	LS	1	\$1,500.00	\$1,500.00
5	Traffic Control, Signs & Barricades	LS	1	\$2,500.00	\$2,500.00
6	Environmental Protection/Storm Water Pollution Prevention	LS	1	\$1,500.00	\$1,500.00
7	Trench Excavation Safety Protection	LF	1,961	\$1.00	\$1,961.00
8	12" C-900 PVC Waterline by Bore In 24" Steel Casing	LF	112	\$200.00	\$22,400.00
9	12" C-900 PVC Waterline by Open Cut	LF	1,961	\$40.00	\$78,440.00
10	Fire Hydrant Assembly	EA	2	\$3,000.00	\$6,000.00
11	2" Blow-off Temporary	EA	1	\$2,500.00	\$2,500.00
12	12" Gate Valve	EA	1	\$2,600.00	\$2,600.00
13	Testing & Disinfection	LF	1,961	\$0.75	\$1,470.75
14	Pipe Fittings	TON	0.45	\$7,200.00	\$3,240.00
TOTAL CONSTRUCTION ITEMS					\$122,611.75
	Bonds & Insurance	7%			\$8,582.82
	Contingencies	20%			\$24,522.35
TOTAL CONSTRUCTION COSTS					\$155,716.92
	Engineering/Survey/Construction Admin	12%			\$18,686.03
TOTAL COSTS					\$174,402.95

Pat Allen

From: Garry Montgomery <garry@rcetx.com>
Sent: Tuesday, October 11, 2016 12:13 PM
To: Pat Allen
Subject: FW: Sewer Lift Station IH10

Garry Montgomery, P.E., CFM, SIT
Engineer IV

River City Engineering, PLLC.
1011 W. County Line Rd.
New Braunfels, Texas 78130
Office: 830-626-3588 x 153
garry@rcetx.com
www.rcetx.com

From: Pat Allen [mailto:pallen@gvsud.org]
Sent: Monday, March 23, 2015 11:02 AM
To: 'John Bierschwale' <JBierschwale@schertz.com>
Cc: 'John Kessel' <jkessel@schertz.com>; Garry Montgomery <garry@rcetx.com>; Patrick Lackey <palackey@rcetx.com>; Clint Ellis <cellis@ccmatx.org>
Subject: RE: Sewer Lift Station IH10

Johnny,

I have been out of the office since March 15. I appreciate your e-mail and will forward the design engineer's information to GVSUD's engineer.

I met with Clint at CCMA and discussed what information he needs from GVSUD to prepare a wholesale agreement. I hope to have estimated flow amounts to Clint soon so he can determine the costs to move forward with the agreement.

Thank you for the information,

Pat

Pat Allen
General Manager
Green Valley Special Utility District
830-914-2330

From: John Bierschwale [mailto:JBierschwale@schertz.com]
Sent: Monday, March 16, 2015 10:36 AM
To: Pat Allen

Cc: John Kessel
Subject: Sewer Lift Station IH10

Hi Pat,

Reference to our meeting about two weeks ago, Mr. Lackey ask for the contact information for the proposed lift station on the Woman Hollowing Creek at IH-10. The City of Schertz is finishing up the scope of work to complete the engagement agreement for Cobb, Fendley and Associates to design the sanitary sewer system for Southern Schertz. If Green Valley wishes to participate in the over-sizing of the lift station to meet the undeveloped areas on the south side of IH-10, please let us know.

The contact information for the design engineers:

Julle Hastings, P.E., 210-826-4611 jhastings@cobb fendley.com

J. Abel Guzman P.E., 210-826-4611 aguzman@cobb fendley.com

I hope this is helpful and we look forward to hearing from you. If you have any question please give me a call.

Sincerely,

Johnny

John E. Bierschwale
Deputy City Manager /
City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
210-619-1000 Office
210-619-1029 Fax
jbierschwale@schertz.com
www.schertz.com

Pat Allen

From: Garry Montgomery <garry@rcetx.com>
Sent: Tuesday, October 11, 2016 12:12 PM
To: Pat Allen
Subject: FW: FM1518 & IH 10 service area

Garry Montgomery, P.E., CFM, SIT
Engineer IV

River City Engineering, PLLC.
1011 W. County Line Rd.
New Braunfels, Texas 78130
Office: 830-626-3588 x 153
garry@rcetx.com
www.rcetx.com

-----Original Message-----

From: John Bierschwale [mailto:JBierschwale@schertz.com]
Sent: Monday, April 20, 2015 4:46 PM
To: Pat Allen <pallen@gvsud.org>
Cc: 'Tracy GVSUD' <trappmund@gvsud.org>; Garry Montgomery <garry@rcetx.com>
Subject: RE: FM1518 & IH 10 service area

Pat,

Sounds good, see you then!

Johnny B.

-----Original Message-----

From: Pat Allen [mailto:pallen@gvsud.org]
Sent: Monday, April 20, 2015 4:28 PM
To: John Bierschwale
Cc: 'Tracy GVSUD'; Garry Montgomery
Subject: RE: FM1518 & IH 10 service area

Johnny,

Thursday at 2:PM is good, I will probably bring my engineer Garry Montgomery. See you then.

Thanks,

Pat

-----Original Message-----

From: John Bierschwale [mailto:JBierschwale@schertz.com]
Sent: Monday, April 20, 2015 10:57 AM
To: Gvsud
Cc: Tracy GVSUD
Subject: RE: FM1518 & IH 10 service area

Hi Pat,

How about Thursday at 2:00 PM and let me know if that works for you. I will have Clint at the meeting that way if you want we can discuss plaht and connections.

I hope all's well.

Johnny B

-----Original Message-----

From: Gvsud [mailto:pallen@gvsud.org]
Sent: Wednesday, April 15, 2015 8:13 PM
To: John Bierschwale
Cc: Tracy GVSUD
Subject: FM1518 & IH 10 service area

John,

I would like to meet with you to discuss the FM1518 & IH 10 service area and other issues that may come out of that discussion.

Would you please check your calendar and let me know if you have any time next week to meet. I am currently open Monday and Tuesday afternoon and all day on Thursday.

Please let me know what you have open.

Thanks,

Pat Allen
Green Valley

Sent from my iPad

Pat Allen

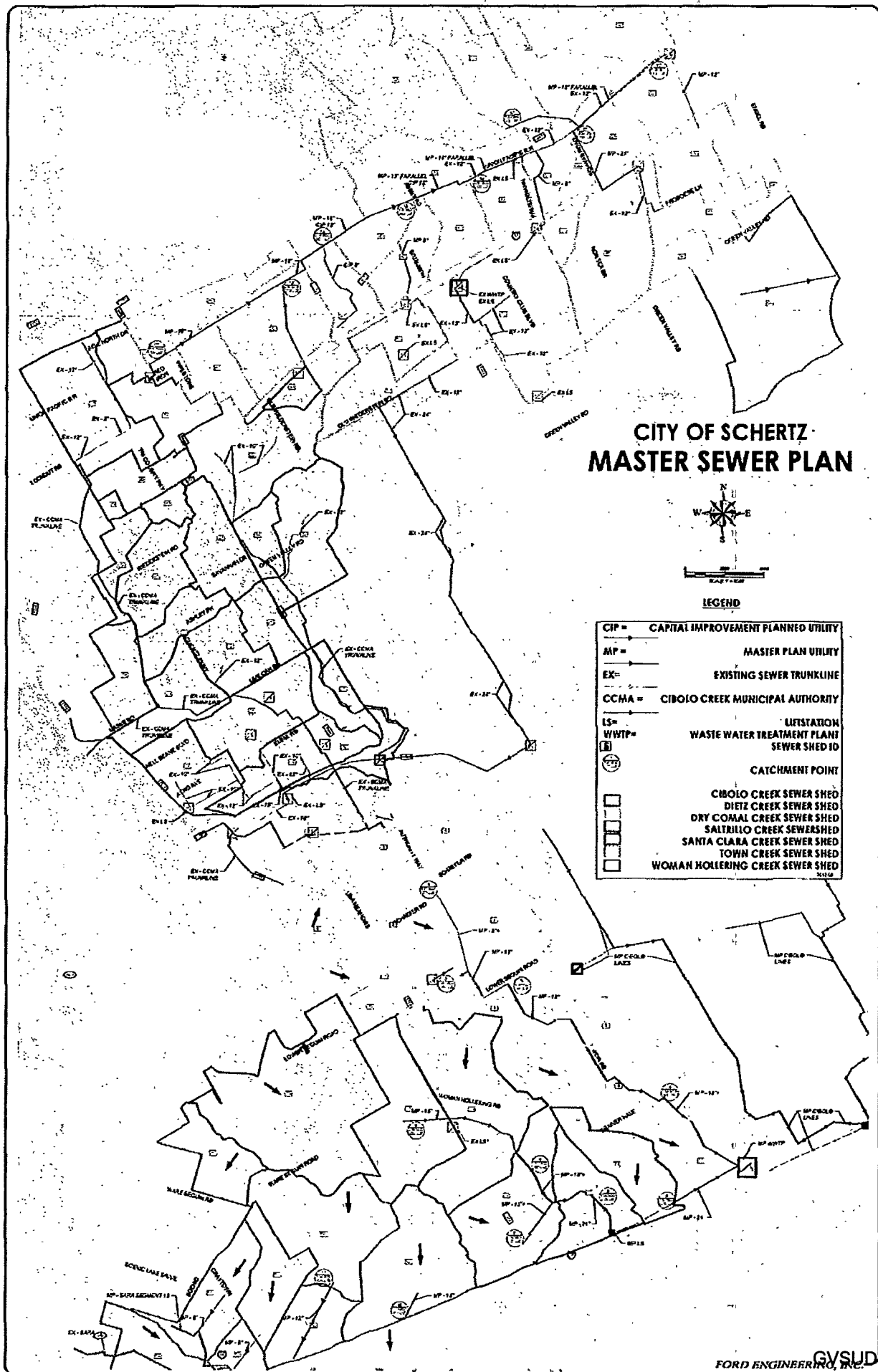
From: Garry Montgomery <garry@rcetx.com>
Sent: Tuesday, October 11, 2016 12:11 PM
To: Pat Allen
Subject: FW: Water and Sewer Master Plans
Attachments: Schertz Sewer Master Plan 2013-08.pdf; Water Master Plan_Schertz 2013-07-23.pdf

Garry Montgomery, P.E., CFM, SIT
Engineer IV

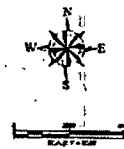
River City Engineering, PLLC.
1011 W. County Line Rd.
New Braunfels, Texas 78130
Office: 830-626-3588 x 153
garry@rcetx.com
www.rcetx.com

From: Sam Willoughby [mailto:SWilloughby@schertz.com]
Sent: Tuesday, July 22, 2014 2:38 PM
To: 'pallen@gvsud.org' <pallen@gvsud.org>; Garry Montgomery <garry@rcetx.com>
Cc: John Bierschwale <JBierschwale@schertz.com>; Jim Hooks <JHooks@schertz.com>
Subject: Water and Sewer Master Plans

These plans are about a year old and reflect the area of proposed utility lines but not necessarily the final line size. As Johnny pointed we plan to run 16" - 20" water lines on IH-10. The proposed elevated booster station has moved also. Likewise some of the sewer alignments will change since the future WWTP property is now under contract. Let me know if you have any questions. Thanks



CITY OF SCHERTZ MASTER SEWER PLAN



LEGEND

- CIP = CAPITAL IMPROVEMENT PLANNED UTILITY
- MP = MASTER PLAN UTILITY
- EX = EXISTING SEWER TRUNKLINE
- CCMA = CIBOLO CREEK MUNICIPAL AUTHORITY
- LS = LIFT STATION
- WWTP = WASTE WATER TREATMENT PLANT
- SEWER SHED ID
- CATCHMENT POINT
- CIBOLO CREEK SEWER SHED
- DIETZ CREEK SEWER SHED
- DRY COMAL CREEK SEWER SHED
- SALT RILLO CREEK SEWER SHED
- SANTA CLARA CREEK SEWER SHED
- TOWN CREEK SEWER SHED
- WOMAN HOLLERING CREEK SEWER SHED

CITY OF SCHERTZ WATER MASTER PLAN



LEGEND

CIP =	CAPITAL IMPROVEMENT PLANNED UTILITY
MP =	MASTER PLAN UTILITY
CRW =	CANYON REGIONAL WATER
GVSUD =	GREEN VALLEY S.U.D.
SSLGS =	SCHERTZ SEGUIN LOCAL GOV. CORP.
	4" AND SMALLER WATER LINE
	6" WATER LINE
	8" WATER LINE
	10" WATER LINE
	12" WATER LINE
	16" WATER LINE
	18" WATER LINE

2-17-78



Garry Montgomery, P.E., CFM
Project Manager

1011 W. County Line Rd
New Braunfels, Texas 78130
(830) 626-3588 Ext. 153

PROFESSIONAL LICENSES

- P.E. License, TX #114438
- Surveyor In Training
- Certified Floodplain Manager
#2247-12N

EDUCATION

- B.S., Civil Engineering,
UT at San Antonio, 2007

PROFESSIONAL ORGANIZATIONS

- Texas Floodplain Managers
Association

QUALIFICATION SUMMARY

Mr. Montgomery has completed multiple municipal projects of varying size and complexity in Central and South Texas. Garry has 8 years' experience in Civil Engineering Design, from planning, regulatory compliance and funding documentation to water, wastewater and drainage projects. He has coordinated planning and design efforts for multiple municipal and governmental projects from preliminary planning stages through construction. Garry has also coordinated and completed the construction administration for multiple projects, a combined total in excess of \$40 million while with RCE. This work includes processing regulatory documents, planning, mapping, report generation and cost estimating.

RELEVANT CAREER EXPERIENCE

GREEN VALLEY SUD, MARION, TX

❖ WATER MASTER PLAN

Coordinated and completed the study and report phases for the December 2014 Water Master Plan for the District. Over \$83MM in Capital Improvement Projects were identified in the study. Since that time, RCE has been authorized to prepare a Bond Application Report for financing of \$15MM in improvements identified in the plan. The plan also included Impact Fee and Water Acquisition Fee studies as well as a thorough review of existing rates.

❖ TPDES PERMIT APPLICATION

Coordinated and completed the application for GVSUD's pending discharge permit on the Santa Clara Creek in Guadalupe County. This project included site acquisition, surveying, schematic design and permitting. The permit is pending approval with the TCEQ at this time.

❖ CITY OF SCHERTZ AND CITY OF CIBOLO 13.255 APPRAISALS

Collaborated with appraisers and staff to provide historical information regarding the service area and previous planning efforts of the District.

❖ 2011 TWDB BOND PROJECTS

Coordinated survey, design, easement acquisition and construction administration for the following projects:

- Weil Road Booster Pump Station
- FM 725 Zipp Road to Union Wine 16-inch waterline
- Union Wine Waterline
- Gin Road Waterline

❖ GVSUD — CITY OF MARION INTERLOCAL AGREEMENT

As Engineer for the District we negotiated an interlocal agreement with the City of Marion for wholesale wastewater service for the portion of GVSUD's CCN that borders the City of Marion and is nearby their current wastewater treatment facility. This agreement will allow GVSUD to offer retail service to a development that is currently under construction and is scheduled to be completed soon.

❖ HEATHER'S ESTATES AND HUNTERS WAY DEVELOPMENT

As Engineer for the District we attended multiple meetings and completed a feasibility study for two developments near 1518 and Abbott Road in GVSUD's water and wastewater CCN. This development will include over 850 connections for the water and wastewater system in this area. The development is currently negotiating the contract for service with GVSUD.

GUADALUPE-BLANCO RIVER AUTHORITY - SEGUIN, TX

❖ NORTHERN GUADALUPE COUNTY WASTEWATER MASTER PLAN

Coordinated the master plan preparation for an area of Guadalupe County that is currently not served by wastewater service and is not within any other provider's certificate of convenience and necessity. The master plan is currently under review with the GBRA and is scheduled for completion by December 2016.

CITY OF GARDEN RIDGE, GARDEN RIDGE, TX

❖ 2016 WASTEWATER SERVICE PLANNING

Completed a detailed service plan for approximately 450 acres identified in the City's Comprehensive Master Plan as Commercial and Industrial land uses. The City currently does not offer sanitary sewer services. The identified study area is limited in land use and impervious cover limits due to the necessity of onsite septic facilities. The City is evaluating the study and exploring options for financing the connection with the Cibolo Creek Municipal Authority at this time. RCE recently completed the master planning phase which included an impact fee study and financing options to provide reliable service to the area.



Patrick A. Lackey, P.E.
Principal-In-Charge
New Braunfels, Texas

PROFESSIONAL LICENSES

- P.E. License, TX #56363
- TCEQ Grade A Operator's Water License
#W00011618
- TCEQ Grade A Operator's Wastewater License
#W00012074

EDUCATION

- B.S., Microbiology,
Texas A&M University, 1977
- B.S., Civil Engineering,
Texas A&M University, 1980
- M.S., Civil Engineering,
Texas A&M University, 1980

PROFESSIONAL ORGANIZATIONS

- American Water Works Association
- American Society of Civil Engineers

QUALIFICATION SUMMARY

With over 30 years' experience in the central Texas region, Mr. Lackey is a recognized leader in water and wastewater treatment, municipal engineering tasks, large and complex projects involving a multidiscipline design team. He has managed conceptual, preliminary and final designs for utility, streets and drainage projects throughout Texas. His management and expertise facilitates critical design decisions and communication throughout the project. He has necessary experience to meet project deadlines, budgetary requirements and internal quality performance goals. His relationships with regulatory and permitting authorities benefit each project that he manages.

RELEVANT CAREER EXPERIENCE

GREEN VALLEY SUD, MARION, TX

As the District's consultant since 2005, RCE has completed numerous projects and plans for the District. Recent projects include:

❖ 2006 WASTEWATER MASTER PLAN

Principal in Charge during the duration of the wastewater planning effort and instrumental in the completion of the CCN acquisition for the District.

❖ 2009 & 2011 TWDB FUNDED PROJECTS

Completed the funding, preliminary engineering and project oversight for the following GVSUD Projects:

- 1 Million Gallon Elevated Storage tank at Plant 1
- Weil Road Booster Station
- Union Wine Road Waterline
- Zipp Road Waterline
- Gin Road Waterline
- FM 725 Waterline

❖ 2009 & 2014 WATER MASTER PLANS

Principal in Charge during the duration of the water master planning and impact fee study effort.

TRAVIS COUNTY WC&ID No. 17, AUSTIN, TX

District Engineer since 1984; performing design and construction management for over \$100 million in capital improvement projects. Recent wastewater projects include:

❖ STEINER RANCH DEVELOPMENT WASTEWATER MASTER PLAN

Wastewater Master Planning of a 6,000 connection residential/commercial development. Design includes 20 lift stations with force mains and gravity collection lines. Addition of a 1.5 MGD wastewater treatment facility with on-site disposal; 2,000 gpm wet-weather pump station and 20,000 LF of 16" pipeline.

❖ FLINTROCK FALLS WASTEWATER IMPROVEMENTS

Design Engineer since 2000; phased integration of ten (10) wastewater lift stations and force mains to expand 0.9 MGD wastewater treatment facility including effluent re-use. Lift stations include odor control, emergency generators and SCADA.

CITY OF FREDERICKSBURG, FREDERICKSBURG, TX

Providing engineering services since 1995. Various water and wastewater projects totals exceed \$10 million. Permitted and performed preliminary and final design of the City's recycle system to include multiple clients and use for irrigation of the City's Municipal Golf Course. In 2012, the City signed an agreement to promote effluent re-use for the City's service area. Instrumental in planning, permitting and design of the necessary facilities to deliver and recycle effluent to these facilities.

CITY OF GREENVILLE, GREENVILLE, TX

❖ 2010 WASTEWATER TREATMENT PLANT IMPROVEMENTS

Mr. Lackey was retained in 2008 to plan, permit, design, and provide construction over-site to improvements of the Wastewater Treatment Plant. The existing plant was a 4 MGD trickling filter plant. RCE's design was challenging due to the limited site availability and need to maintain working operations. The team successfully permitted, designed and oversaw construction. The new treatment plant is a 6 MGD sequencing batch reactor (SBR) activated sludge treatment facility. It includes a new headworks with fine screens and lift station, SBR facility, effluent equalization facility, UV disinfection facility, sludge dewatering facility, and the conversion of two of the existing basins to sludge holding and aeration basins. The plant is designed to allow for the expansion to 12 MGD, as well as the ability to add tertiary treatment facilities at a later date.



P.O. Box 99
(830) 914-2330
Website: www.gvsud.org

Marion, TX 78124-0099
FAX: (830) 420-4138
TDD: 1-800-735-2988

June 27, 2014

David Rittenhouse
Denton Communities
Land Acquisition & Development Coordinator
11 Lynn Batts Lane #100
San Antonio, Texas 78218

RE: Nortex Subdivision

Dear David,

Green Valley Special Utility District (GVSUD) continues to move forward with its preparation to provide water and waste-water services to Nortex Farms Subdivision. I am preparing the non-standard water service agreement and will send a draft version for your review as soon as I complete it. My plan is to have it complete and ready for approval by my Board of Director's during our July 24th Board meeting.

GVSUD's Board authorized me to move forward with an agreement with the City of Schertz regarding a dual service agreement. The dual service agreement is limited to that portion of land located within both GVSUD's service area and City of Schertz city limits. The dual service agreement is required by the City of Schertz and will allow an agreement to be negotiated for waste-water service between GVSUD and the City of Schertz for the area located within the GVSUD service area.

In the next few weeks I will be contacting you to finalize the service requirements for water and waste-water services for the Nortex Farms subdivision. I will follow up with draft versions of contracts for your review and will notify you when the agreement with the City of Schertz is finalized.

Please feel to contact me should you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read "Pat Allen".

Pat Allen
General Manager
Green Valley Special Utility District

GREEN VALLEY SPECIAL UTILITY DISTRICT is an Equal Opportunity Provider and Employer
Complaints of discrimination should be sent to:
USDA Director, Office of Civil Right, Washington, DC 20250-9410

GVSUD 002704