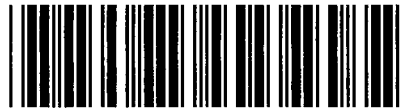




Control Number: 51170



Item Number: 15

Addendum StartPage: 0

DOCKET NO. 51170

RECEIVED

APPLICATION OF THE CITY OF §
SWEETWATER TO AMEND A §
CERTIFICATE OF CONVENIENCE §
AND NECESSITY AND FOR DUAL §
CERTIFICATION WITH BITTER §
CREEK WATER SUPPLY §
CORPORATION IN NOLAN COUNTY §

2021 FEB 10 PM 12:47
BEFORE THE
PUBLIC UTILITY COMMISSION
FILING CLERK
PUBLIC UTILITY COMMISSION
OF TEXAS

**CITY OF SWEETWATER'S
FIRST SUPPLEMENT TO APPLICATION**

COMES NOW, the City of Sweetwater (the "City"), by and through its undersigned attorneys of records, and files this "First Supplement to Application". In support thereof, the City would respectfully show as follows:

I. BACKGROUND

On August 14, 2020, the City filed its application (the "Application") at the Public Utility Commission of Texas (the "Commission") to amend its water Certificate of Convenience and Necessity ("CCN") No. 10228 in Nolan County, Texas to include (1) 234 acres of land that is not certificated to any entity and (2) 53 acres of land that is within the current water CCN boundaries of Bitter Creek Water Supply Corporation ("BCWSC"). The entire requested service area consists of 287 acres, and is entirely owned by Georgia Pacific, LLC ("Georgia Pacific").

On September 11, 2020, Georgia Pacific submitted a letter to the Commission requesting to remove 234 acres of its real property from the City's request for single certification. Then, on September 14, 2020, Commission Staff filed a "Recommendation on Administrative Completeness and Proposed Notice," recommending that the Application be found administratively incomplete and that the City be ordered to file supplemental information. Specifically, Commission Staff recommended that the City be required to cure deficiencies identified in a September 14, 2020 "PUC Interoffice Memorandum" ("Staff's Memo"). On

15

September 15, 2020, the Administrative Law Judge (the “ALJ”) issued Order No. 2 in this Docket, finding the Application administratively incomplete, and ordering the City to provide the supplemental information requested in Staff’s Memo on or before October 14, 2020. On October 14, 2020, the City filed an Agreed Motion for Extension of Time to Supplement the Application, and on October 15, 2020, the ALJ issued Order No. 3 granting this extension and ordering the City to provide the supplemental information requested in Staff’s Memo on or before January 12, 2021. On January 6, 2021, Georgia Pacific filed a Motion to Rescind Opt-Out Notice and Motion to Intervene. On January 12, 2021, the City filed an Agreed Motion for Extension of Time to Supplement the Application, and on January 13, 2021, the ALJ issued Order No. 4 granting this extension and ordering the City to provide the supplemental information requested in Staff’s Memo on or before February 11, 2021. Therefore, this Motion is timely filed.

II. SUPPLEMENT TO APPLICATION

The City hereby provides the following responses to PUC Staff’s September 14, 2020 Recommendation on Administrative Completeness and corresponding Staff Memorandum, providing the additional information and attachments contained herein. The City hereby amends the Application with such information, as follows:

- Dual CCN Agreement: In response to Request 1 in Commission Staff’s Memo, the City reports that it is currently in active negotiations with BCWSC to determine whether an agreement for dual water CCN certification can be reached.
- Service Area Map: In response to Request 2 in Commission Staff’s Memo, the City provides a map depicting the areas and acreages for (1) the area within the city limits; (2) the area within the City’s extraterritorial jurisdiction (“ETJ”); and (3) the area outside the

city limits and ETJ (“Overview Map”), a copy of which is attached hereto as Attachment A.

- Service Request Map: In response to Request 3 in Commission Staff’s Memo, the City notes that Georgia Pacific is the only entity that has requested water service from the City, and Georgia Pacific is or intends to be the owner of the entire 287-acre tract of land contemplated by this Application. Georgia Pacific is in the process of purchasing a 1.37-acre tract within the proposed single and dual CCN areas but has yet to finalize the transaction. Accordingly, the map showing the location of Georgia Pacific’s request for service, identified by parcel, in the requested area is attached hereto in Attachment B (“Service Request Map”).
- Agreements regarding water improvements: In response to Request 4 in Commission Staff’s Memo, the City and Georgia Pacific have entered into a certain “Water Supply Agreement between the City of Sweetwater and Georgia Pacific Gypsum LLC” (the “Water Supply Agreement”), providing for the design and construction of the water infrastructure necessary to provide retail water service to the Georgia Pacific property. A copy of the fully executed Water Supply Agreement is attached hereto in Attachment C. In the Water Supply Agreement, the parties have agreed that the City is responsible for all improvements necessary to provide water service to the requested area. However, the costs for such water improvements will be funded by the Sweetwater Enterprise for Economic Development-Municipal Development District (“SEED”) through that certain “Interlocal Agreement Between City of Sweetwater and Sweetwater Enterprise for Economic Development-Municipal Development District” (the “Interlocal Agreement”), a copy of which is attached hereto in Attachment D. Specifically, through the Interlocal

Agreement, SEED will provide \$2,500,000 to the City, and a portion of this amount has already been delivered to the City.

- List/Cost of Water Improvements: In response to Request 5 in Commission Staff's Memo, the City provides (i) the list of improvements and the cost for each improvement necessary for the City to provide water service to the requested area, (ii) a map showing the design of the overall improvements, and (iii) a map showing a more detailed design of the improvements at the requested service area, all of which are all attached hereto as Attachment E. As additional detail, the City plans to advertise the project for construction bids in March 2021 and construction is expected to begin in May 2021. According to the Water Supply Agreement, the City must finish construction of the facilities and be capable of providing water service by March 31, 2022.

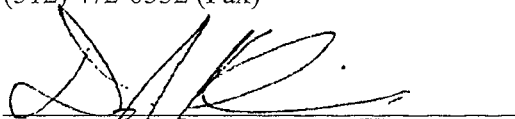
III. CONCLUSION AND PRAYER

The City of Sweetwater respectfully requests that the Commission approve its Application and grant all other and further relief to which it may be entitled.

Respectfully submitted,

**LLOYD GOSSELINK ROCHELLE &
TOWNSEND, P.C.**

816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5800
(512) 472-0532 (Fax)



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dklein@lglawfirm.com

DANIELLE LAM
State Bar No. 24121709
dlam@lglawfirm.com

**ATTORNEYS FOR THE CITY OF
SWEETWATER**

CERTIFICATE OF SERVICE

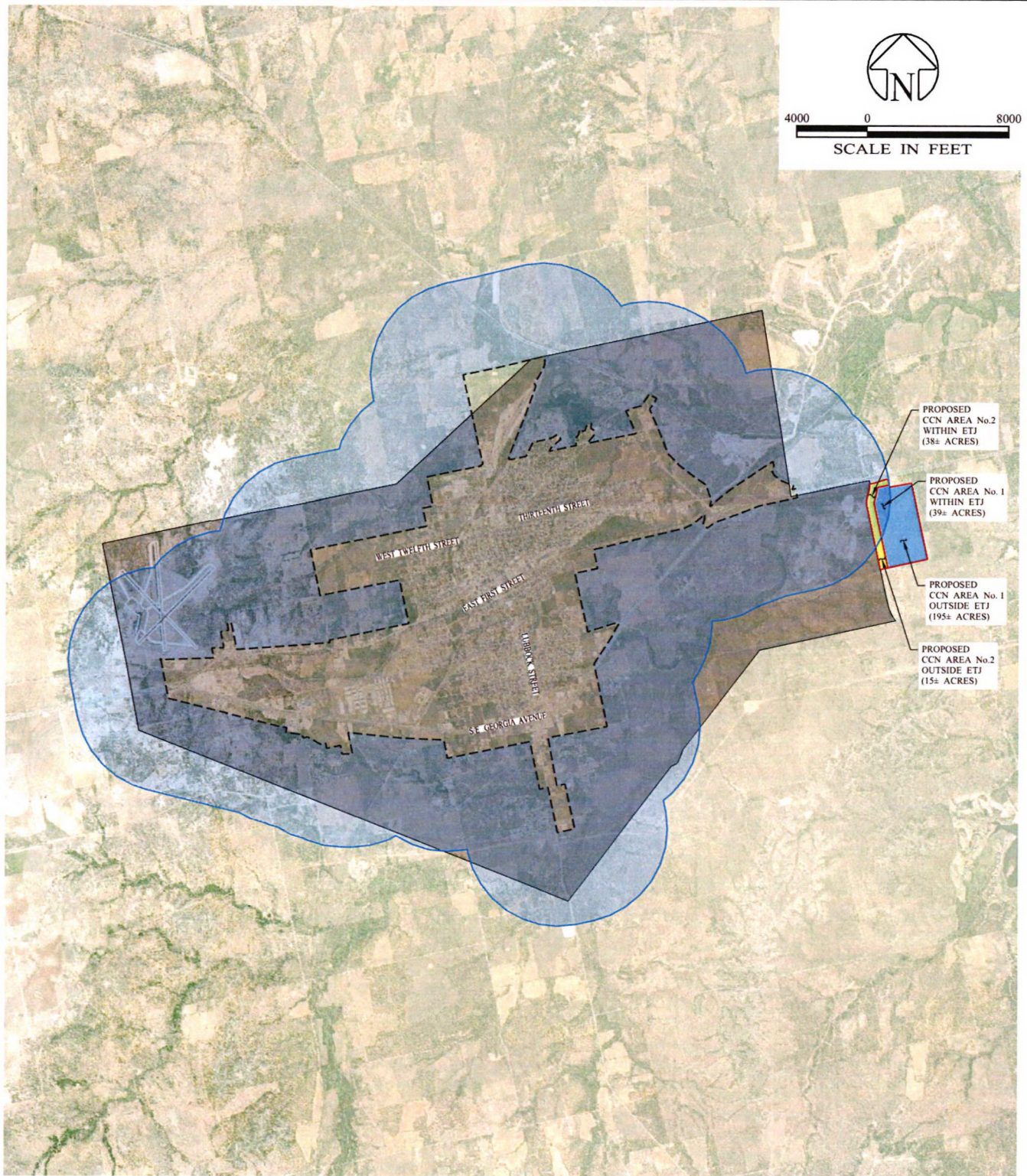
I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail on February 10, 2021, in accordance with the Order Suspending Rules, issued in Project No. 50664.








David J. Klein

ATTACHMENT A

Overview Map



LEGEND

- | | |
|---|---|
|  PROPOSED CCN AREA No. 1 234± ACRES OF REQUESTED AREA |  ETJ BOUNDARY (16,622± ACRES) |
|  PROPOSED CCN AREA No. 2 DUAL CERTIFICATION WITH BITTER CREEK WSD 53± ACRES OF REQUESTED AREA |  CITY LIMITS (7,164± ACRES) |
|  EXISTING SWEETWATER WATER CCN AREA (19,109± ACRES) | |



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
325-698-5560
Abilene, Texas 79601
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

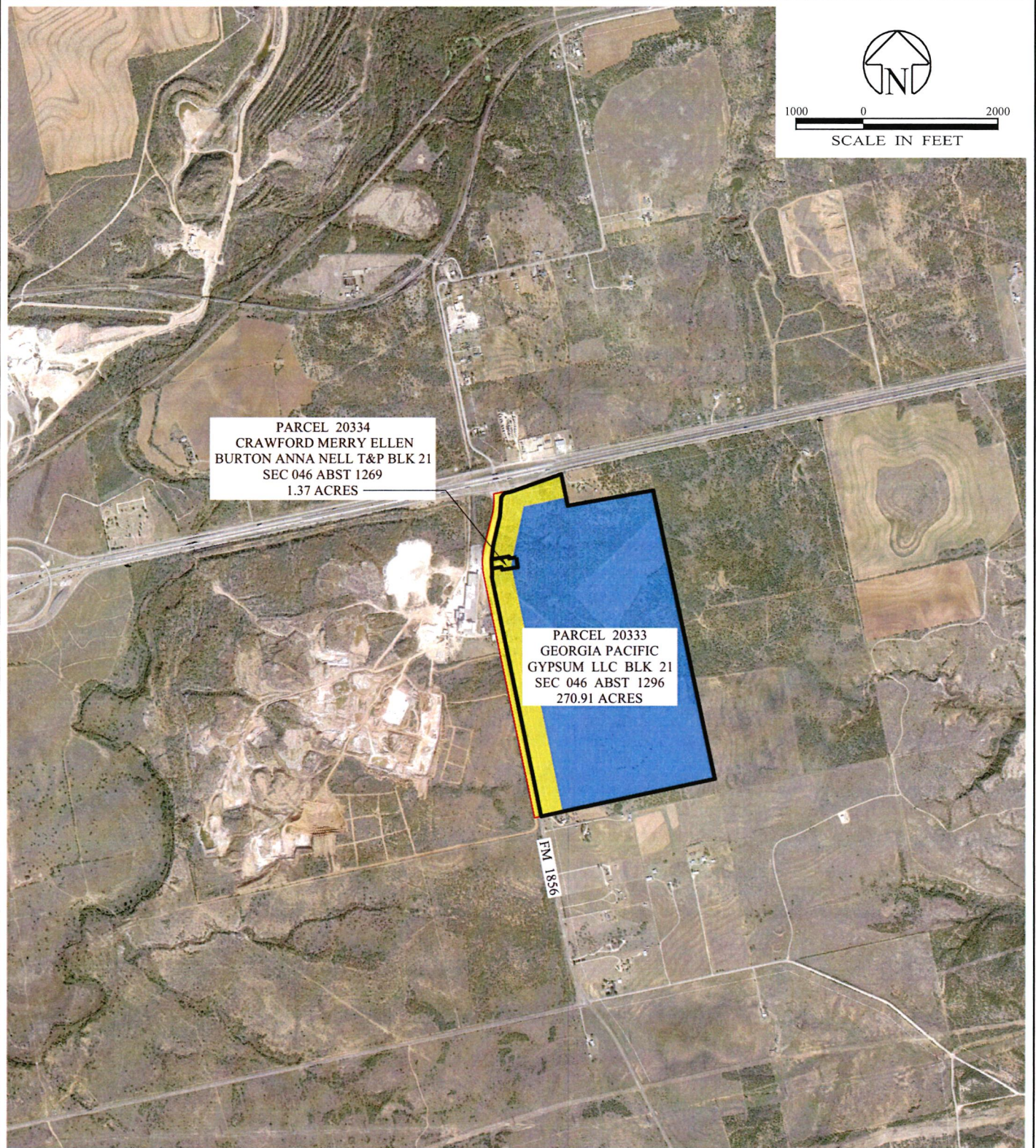
PROPOSED WATER CCN AMENDMENT OVERVIEW MAP CITY OF SWEETWATER (WATER CCN 10228) NOLAN COUNTY, TEXAS

3915-22

02/09/2021

ATTACHMENT B

Service Request Map



PARCEL 20334
CRAWFORD MERRY ELLEN
BURTON ANNA NELL T&P BLK 21
SEC 046 ABST 1269
1.37 ACRES

PARCEL 20333
GEORGIA PACIFIC
GYPSUM LLC BLK 21
SEC 046 ABST 1296
270.91 ACRES

FM 1856

LEGEND

PROPOSED CCN AREA No. 1
234± ACRES OF REQUESTED AREA

PROPOSED CCN AREA No. 2
DUAL CERTIFICATION WITH BITTER
CREEK WSD 53± ACRES OF
REQUESTED AREA

BOUNDARY LINES



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
325-698-5560
Abilene, Texas 79601
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 1001900

**PROPOSED WATER CCN
AMENDMENT SERVICE REQUEST MAP
CITY OF SWEETWATER (WATER CCN 10228)
NOLAN COUNTY, TEXAS**

3915-22

01/22/2020

ATTACHMENT C

Water Supply Agreement

**WATER SUPPLY AGREEMENT
BETWEEN
CITY OF SWEETWATER
AND
GEORGIA-PACIFIC GYPSUM LLC**

This WATER SUPPLY AGREEMENT ("*Agreement*") is entered into by and between the CITY OF SWEETWATER, TEXAS, a municipal corporation and a home rule city located in Nolan County, Texas (the "*City*"), and GEORGIA-PACIFIC GYPSUM LLC a Delaware limited liability company ("*Georgia-Pacific*") authorized to do business in the State of Texas, as of the date that this Agreement is fully executed (the "*Effective Date*"). The City and Georgia-Pacific are each, a "*Party*," and together are the "*Parties*."

RECITALS

WHEREAS, the corporate limits and extra-territorial jurisdiction of the City is located entirely within Nolan County, Texas;

WHEREAS, the City holds water certificate of convenience and necessity ("*CCN*") No. 10228 in Nolan, County, and its water service area extends beyond the boundaries of that CCN;

WHEREAS, Georgia-Pacific is currently a water customer of the City for its land located west of County Road 1856;

WHEREAS, Georgia-Pacific owns another tract of land that is approximately 287 acres, located south of U.S. Interstate 20 and east of County Road 1856 in Nolan County, Texas (the "*Property*");

WHEREAS, approximately 234 acres of the Property are not within the boundary of a water CCN;

WHEREAS, the remaining 53 acres of the Property are within Bitter Creek Water Supply Corporation's ("*BCWSC*") "facilities plus 200 feet" water CCN, immediately east of County Road 1856;

WHEREAS, the City is seeking approval from the Public Utility Commission of Texas (the "*PUC*") under Docket No. 51170 for dual water CCN certification with BCWSC for the portion of the Property within BCWSC's water CCN and single water CCN certification for the portion of the Property (approximately 234 acres) that are not within the boundary of a water CCN;

WHEREAS, the City owns and operates a water supply distribution system in Nolan County, Texas, which has the capacity available to provide retail water service to the Property (the "*City System*");

WHEREAS, the Parties desire that the City will be the sole retail water service provider for the 234 acres of the Property that are not currently within the boundary of a water CCN;

WHEREAS, the Parties desire that the City and BCWSC will both hold water CCNs over the remaining 53 acres of the Property, whereby the City will provide retail water service for industrial uses within such area and the BCWSC will provide domestic retail water service within such area;

WHEREAS, the Parties entered into a Water Supply Contract on December 17, 2009, as amended in 2013 (the "*Water Supply Contract*");

WHEREAS, the Parties entered into an Industrial District and Economic Development Incentive Contract on June 11, 2020 (the "*Development Contract*"); and

WHEREAS, the Parties now desire to enter into an agreement such that the City will furnish retail water service to Georgia-Pacific at the Property, according to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, agreements, and benefits set forth in this Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Article I **Supply of Water**

1.01. Water Supplied to Georgia-Pacific.

A. The City agrees to sell and cause to be delivered to Georgia-Pacific at the Point of Delivery (defined herein) treated, potable water ("*Water*"), on a continuous, adequate, and as-needed basis at a minimum pressure of 60 pounds per square inch ("*psi*").

B. The City will endeavor to furnish "**Water Service**" at the Point of Delivery, which consists of a peak quantity of 705,000 gallons per day (the "*Maximum Daily Use*") and an average daily amount of 621,000 gallons per day (measured over the course of a rolling 12-month period) (the "*Average Quantity*"). The Parties acknowledge that the City is not obligated to furnish Water in excess of the Water Service, but the City will endeavor to do so if it believes that it has the capability.

C. The Parties acknowledge that in the future, Georgia-Pacific may require water service at the Property at increased volumes, and the Parties agree that in that case, the City will endeavor to provide Water to Georgia-Pacific at such increased volumes; provided, however, that the completion of following terms are conditions precedent to potentially providing such additional water service: (i) the Parties determine the additional water infrastructure and supplies will be

needed to provide such increased Water to Georgia-Pacific, (ii) the City, at Georgia-Pacific's sole cost, prepares a design for such additional water infrastructure that is acceptable to the Parties, and (iii) the City, at Georgia-Pacific's sole cost, constructs, permits, and installs such additional water infrastructure. Georgia-Pacific shall not be responsible for any costs to oversize such future infrastructure.

D. The City shall be the sole retail water service provider for the 234 acres of the Property that is not within the boundary of a water CCN of a third party as of the Effective Date. If the City's application for dual water CCN certification with BCWSC (PUC Docket No. 51170) is approved, then the City shall be one of two retail water service provider for the remaining 53 acres of the Property.

E. The City and Georgia-Pacific agree that during the Term (defined herein) of this Agreement, Georgia-Pacific will not drill any groundwater wells on the Property or produce any groundwater on the Property for industrial purposes but shall be allowed to use such groundwater for dust suppression or similar non-industrial purposes.

F. Georgia-Pacific acknowledges that, except as provided herein, it will accrue no equity or any other interest in the City's water supplies or any other assets owned or operated by the City, as a result of payment or other performance under this Agreement.

1.02. Water Source.

The Water provided by the City to Georgia-Pacific under this Agreement shall originate from the City's water supply. The Water shall be treated, potable water meeting the requirements of the Texas Commission on Environmental Quality for human consumption and use under 30 TAC, Chapter 290.

1.03. Purpose and Place of Use.

Georgia-Pacific shall use the Water on the Property only. Georgia-Pacific may not otherwise use or sell the Water supplied by the City under this Agreement without the prior written consent of the City. Georgia-Pacific shall be responsible for building water infrastructure to transition and use the City's Water for fire flows to the Property.

1.04. Point of Delivery and Master Meters.

A. The City shall deliver Water to Georgia-Pacific by a direct connection at the point of delivery ("**Point of Delivery**") shown on **Exhibit A**, attached hereto and incorporated herein for all purposes. An alternate or additional points of delivery may be designated by written agreement between the Parties. If the Point of Delivery is determined to violate Texas Water Code, Chapter 13, by the Public Utility Commission, then the Parties will work together to find an alternative location that is mutually agreeable to both Parties.

B. The City shall furnish, install, test, operate, and maintain the necessary metering equipment, including a meter vault, rate of flow control device, and any other required devices of

standard type, for properly measuring and recording the quantity of Water taken by Georgia-Pacific at the Point of Delivery and the rate at which it is taken ("**Master Meter**"). The City shall have the right to unilaterally decide the size of the Master Meter; provided, however, that the size of the Master Meter shall be capable of accurately measuring the quantity of Water that is delivered to the Point of Delivery and be in accordance with general industry standards for water meters. Georgia-Pacific shall have the right to inspect all phases of the installation of the Master Meter, but this right to inspection shall not relieve the City of any of its obligations under this Agreement or the warranties provided herein. Upon written request of Georgia-Pacific, the City will either (i) send it a copy of the books or records maintained by the City showing the meter readings of the Master Meter performed by the City or (ii) provide Georgia-Pacific access to the same in the office of the City during reasonable business hours.

C. Georgia-Pacific shall pay the City's then applicable tap fee for the Master Meter, as provided in the City's central rate schedule adopted on September 8, 2020, as may be amended from time to time ("**Rate Schedule**"), a copy of which is provided in Exhibit B, attached hereto and incorporated herein for all purposes, and as may be amended from time to time ("**Tap Fee**").

D. Georgia-Pacific may, at its option and its own expense, install and operate a check meter to check each meter installed by the City for the measurement of Water. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the City, but the reading, calibration and adjustment thereof shall be made only by Georgia-Pacific except during any period when a check meter may be used under the provisions hereof for measuring the amount of Water delivered, in which case the reading calibration, and adjustment thereof shall be made by the City with the like effect as if such check meter or meters had been furnished or installed by the City.

E. The Point of Delivery shall be the location at which the City's responsibility for complying with TCEQ rules and regulations terminates ("**Point of Compliance**"). Georgia-Pacific shall be responsible for complying with TCEQ rules and regulations starting at and for all of the facilities downstream of the Point of Compliance.

1.05. Facilities.

A. The City, at its sole cost and expense, shall engineer and design, or cause to be engineered and designed, by a Texas Licensed Professional Engineer, any and all pipelines and all other facilities necessary to connect the City System to the Point of Delivery on the Property, including, but not limited to, an air gap or backflow prevention assembly downstream of the Master Meter (the "**Facilities**"). The design of the Facilities shall contemplate water pipelines and other related infrastructure that are appropriately sized so that the City can deliver the Maximum Daily Use to Georgia-Pacific at the Point of Delivery. The Facilities also shall be designed and engineered in accordance with all applicable federal, state, and local laws, regulations, ordinances, and policies (collectively, the "**Applicable Laws**"). Georgia-Pacific shall have the right to inspect all phases of the engineering and design of the Facilities, but this right to inspection shall not relieve the City of any of its obligations under this Agreement or the warranties provided herein.

B. The City, at its sole cost and expense, shall construct and install, or cause to be constructed and installed, in a good and workmanlike manner, the Facilities, in accordance with the approved design and all Applicable Laws. The construction and installation of the Facilities shall be based upon the amount of Water the City expects to sell according to the Maximum Daily Use. Georgia-Pacific shall have the right to inspect all phases of the construction of the Facilities, but this right to inspection shall not relieve the City of any of its obligations under this Agreement or the warranties provided herein.

C. The City, at its sole cost and expense, shall be responsible for acquiring any easements across privately owned land or sites (including off-site), if any, that are necessary to construct, operate, maintain, repair, upgrade, and replace the Facilities and for obtaining any governmental approvals necessary to construct the Facilities in a public-right-of-way. Georgia-Pacific shall grant to the City, at no cost to the City, any and all easements on the Property necessary for the City and its employees, representatives, and contractors to construct, operate, maintain, repair, upgrade, and replace the Facilities.

D. It is a condition precedent to the City's obligations under this Agreement that the City will enter into an agreement with the Sweetwater Enterprise for Economic Development Municipal Development District ("**SEED MDD**") to secure funding for the full cost and expense to design, permit, construct, and install the Facilities and obtain any underlying real property interests for the Facilities no later than January 31, 2021. If the City has not secured such funding as of January 31, 2021, Georgia Pacific may immediately terminate this Agreement.

E. The City will complete construction of the Facilities and be capable of providing Water Service on or before March 31, 2022 ("**Completion Date**"). If at any point after the Effective Date, the City becomes aware that it will not be able to provide Water Service by the Completion Date, the City will notify Georgia-Pacific within forty-eight (48) hours. If the City is unable to provide Water Service within thirty (30) days of the Completion Date, Georgia-Pacific has the right to terminate the Agreement and seek water service from a third party. Between the Effective Date and the date that Water Service is provided to Georgia-Pacific, Georgia-Pacific shall provide the City with a written monthly report on the status of the construction activities on the Property and of the construction of the GP Facilities (defined herein).

F. Upon proper completion of the Facilities and passing final inspection thereof by the City, the City shall hold title to (i) the Master Meter, (ii) the portion of the Facilities between the Master Meter and the City System (the "**City Facilities**"), and (iii) the associated easements. Georgia-Pacific shall retain ownership of the portion of the Facilities downstream of the Master Meter (the "**GP Facilities**").

1.06. Approvals.

The City, at its sole cost, shall seek and obtain any and all approvals required or to secure the ability of the City to provide Water Service to the Property. No later than ten (10) days after the Effective Date, Georgia-Pacific shall withdraw its Opt-Out Request at the Public Utility Commission ("**PUC**") in Docket No. 51170. As long as the City continues to meet its obligations under this Agreement, Georgia-Pacific shall support, shall not support the opposition of, and shall

not opt out the City's CCN application in Docket No. 51170. If the City files a separate application for a new water CCN over the portion of the Property that is not within the water CCN boundaries of any entity, then Georgia-Pacific shall support, shall not support the opposition of, and shall not opt out such separate water CCN application. If BCWSC or any other third party files an application to include any portion of the Property, then Georgia-Pacific shall not support and shall opt out of such CCN application.

1.07. Metering Matters.

A. Water shall be furnished at the prevailing pressure of the City System at the Point of Delivery, at no less than 60 psi. If a greater pressure is requested by Georgia-Pacific and the City agrees to provide the Water at such greater pressure, the entire cost of providing such greater pressure shall be borne by Georgia-Pacific. Emergency failure of Water pressure or Water supply that are not the result of negligent or intentional acts of the City, shall excuse the City from this provision for such reasonable period of time as may be necessary to restore service.

B. The City shall have access to the Master Meter at all reasonable times, and shall be responsible for conducting the monthly reading of the Master Meter.

C. The City shall calibrate the Master Meter semi-annually, with the costs to be evenly divided between the City and Georgia-Pacific, where the City shall pay for the costs of the first calibration of each year and Georgia-Pacific shall pay for the costs of the second calibration of each year. If Georgia-Pacific requests the City to calibrate the Master Meter more frequently than once every 6 months, then the City shall re-calibrate the Master Meter within a reasonable time but no later than within ten (10) business days; and upon re-calibration, if (i) the Master Meter proves to be within the Master Meter manufacturer's established accuracy, then the cost of the re-calibration shall be borne by Georgia-Pacific, or (ii) the Master Meter proves to be outside of the Master Meter manufacturer's established accuracy, then the cost of the calibration shall be borne by the City. If the Master Meter is malfunctioning, then the City shall repair or replace such Master Meter at its sole cost immediately, and a billing adjustment shall be made based on the degree of the Master Meter's inaccuracy, as determined by the test. If the Master Meter is broken due to normal wear and tear, then the City shall repair or replace such Master Meter at its sole cost immediately, and a billing adjustment shall be made based on the measurements of a Georgia-Pacific check meter, or if a check meter reading is not available, the City's estimation of Water furnished at the Point of Delivery during the period of time that the Master Meter was broken, up to 12 months. Georgia-Pacific shall pay for the costs to replace the Master Meter if the Master Meter breaks as a result of any intentional action or negligence of Georgia-Pacific.

D. The Parties shall jointly observe any recalibrations of the Master Meter, and if Georgia-Pacific has installed a check meter(s), the same recalibrations or adjustments made to the Master Meter shall be made to the check meter(s). If either Party observes a variation between the Master Meter and the check meter(s), such Party will promptly notify the other Party, and the Parties shall cooperate to procure and jointly observe a calibration test and make any necessary adjustments to the Master Meter or check meter to provide for consistent and accurate measurement. The Party seeking a calibration test shall provide 48-hours' notice to the other Party so that both Parties may have a representative present for any test.

1.08. Title to and Responsibility for Water.

As between the Parties, title to, and possession and control of, all Water furnished under this Agreement shall remain in the City until such Water reaches the Point of Delivery, at which time title to, and possession and control of, the Water shall pass from the City to Georgia-Pacific and Georgia-Pacific shall take such title, possession, and control.

1.09. Water Conservation and Drought Contingency Planning.

Georgia-Pacific agrees to abide by the water conservation and drought contingency plans, to the extent that they are implemented by the City. The City shall give written notice to Georgia-Pacific of the implementation and termination of any conservation or rationing measures. If the City's water conservation and drought contingency plans rules are amended in the future, then the City shall give written notice to Georgia-Pacific within ten (10) days of the implementation of the amended rules. In the event that the City implements its water conservation and drought contingency plans and, in doing so, the City cannot provide the Maximum Daily Use of Water to Georgia-Pacific, then the City is not in default of this Agreement.

1.10. Suspension or Curtailment of Delivery of Water.

A. With at least 48-hours' notice to Georgia-Pacific, the City shall have the right to conduct inspections and require tests of the GP Facilities. In the event the City determines that Water from the GP Facilities is flowing back into the City System, and that the condition of the GP Facilities could create a hazard to the health, safety or welfare of the City's other customers, then the City shall have the right to suspend the delivery of Water to Georgia-Pacific after prior notice has been given to Georgia-Pacific of the condition. Such suspension will remain in place until such conditions have been corrected. If the conditions are caused by a failure of City owned facilities to prevent backflow, corrective actions will be taken by the City at the City's expense. If the conditions are caused by Georgia-Pacific owned facilities, corrective actions will be taken by Georgia-Pacific at its own expense. Any suspensions under this Section shall not impact Georgia-Pacific's payment for Water delivered prior to the suspension. Any suspension caused by a failure of GP Facilities shall not impact Georgia-Pacific's obligations under this Agreement, and shall not constitute a breach of this Agreement by the City or a failure to provide Water Service to Georgia-Pacific.

B. The City may curtail in part or in whole, the amount of Water delivered to Georgia-Pacific in the event of (i) a failure of Georgia-Pacific to perform its obligations under this Agreement, (ii) regulatory actions prohibiting the City from providing Water to Georgia-Pacific, (iii) Force Majeure events, (iv) the City's inability to obtain water from its water sources (if not the result of actions taken by the City), (iv) performing necessary repairs to the City System, (v) maintaining the operational stability of the City System, and (vi) implementing the City's water conservation and drought contingency measures. Georgia-Pacific agrees that the City is not liable to Georgia-Pacific and that Georgia-Pacific will hold the City harmless for any damages resulting from such reasonable and necessary curtailment of water by the City that is not the result of the City's own negligence or willful misconduct. In the event of such curtailment, and when

reasonably possible, the City agrees to give Georgia-Pacific at least forty-eight (48) hours' notice of such curtailment. Any reasonable and necessary curtailments by the City under this Section shall not impact Georgia-Pacific's payment or other obligations under this Agreement for services actually rendered by the City, and shall not constitute a breach of this Agreement by the City. In the event that the City needs to make repairs to its water system that could curtail the amount of Water that the City can deliver to Georgia-Pacific, then the City will make all reasonable efforts to promptly complete such repairs in a manner that minimizes any curtailment or unnecessary delay. Water service to Georgia-Pacific will be nondiscriminatory and consistent with the City's policies and regulations applicable to water services for similarly situated customers, as established by the City of Sweetwater's City Council. If the City curtails water service to other customers, then the City shall impose a corresponding curtailment on Water Service to Georgia-Pacific.

C. Georgia-Pacific shall cooperate with the City as reasonable and necessary during periods of emergency, replacement of facilities, or required maintenance.

D. The City and Georgia-Pacific agree that if the City is unable to provide Water Service for a period of more than thirty (30) consecutive days after the Facilities have been constructed and placed into operation, and for reasons unrelated to Georgia-Pacific's performance under the Agreement, then Georgia-Pacific has the ability to seek adequate water service from a third-party. In the event that the City is unable to provide Water Service and Georgia-Pacific is forced to seek water service from a third party, the City will not take any actions that would interfere with Georgia-Pacific's efforts to obtain such service from a third-party. If the City's inability to provide Water Service as contemplated in this subsection is a result of drought conditions, the Parties will cooperate to allow Georgia-Pacific to obtain supplemental water from another supplier during the pendency of such drought conditions.

Article II

Cost of Service Structure and Rates/Payment for Water

2.01. Usage and Billing.

A. During the term of this Agreement, Georgia-Pacific shall pay the City for the quantity of Water it takes on a monthly basis (the "**Monthly Usage**") at the current Industrial rate and minimum monthly charge as provided in the Rate Schedule, shown in Exhibit B, as may be amended from time to time. (the "**Rate**" and the "**Minimum Charge**", respectively). For the avoidance of doubt, the Rate as of the Effective Date is \$7.99 per 1000 gallons.

B. The City may adjust the Rate and/or Minimum Charge based upon changes in the City's cost of service as reflected in the City's Rate Schedule approved by the City Council. In the event that the City changes the Rate and/or Minimum Charge it shall provide Georgia-Pacific with notice of the change sixty (60) days prior to the effective date of such change(s). The City shall invoice Georgia-Pacific each month for the Water provided to Georgia-Pacific during the prior month, as measured by the Master Meter (each invoice is an "**Invoice**"). Georgia-Pacific shall pay each Invoice in full no later than thirty (30) days after the date of the Invoice (the "**Due Date**"). If Georgia-Pacific at any time disputes the amount to be paid to the City, then it shall

nevertheless timely pay the non-disputed portion of the Invoice; but if it is subsequently determined by agreement or court decision that the disputed amount paid by Georgia-Pacific should have been less, or more, then the City shall promptly revise the next Invoice amount in a manner that Georgia-Pacific or the City will recover such amount due. Should Georgia-Pacific fail to tender payment for the Invoice in full by the Due Date, interest on the outstanding balance shall accrue at the rate provided in the Rate Schedule, shown in Exhibit B, as may be amended from time to time, from the Due Date until payment is received by the City. If Georgia-Pacific fails to tender payment in full to the City within thirty (30) days of the Due Date, then Georgia-Pacific will be in breach of a material term and/or condition of this Agreement and the City may terminate this Agreement as provided herein.

2.02. Discontinuance of Service.

Georgia-Pacific agrees that its failure to comply with the payment terms of this Agreement will constitute grounds for denial of service until the violation is corrected to the reasonable satisfaction of the City.

2.03 Service Policies of City.

Except as otherwise provided in this Agreement, Georgia-Pacific shall be subject to all other applicable service policies, rates, charges, and fees of the City that pertain to the subject matter of this Agreement, including the Rate Schedule, as may be amended from time to time. No later than thirty (30) days after the Effective Date, Georgia-Pacific shall pay the City a deposit to secure an estimated two months' payment for Water based upon the Average Quantity equal to \$20,000 (the "**Deposit**") as required by the Rate Schedule for large water users. If the City has not received payment from Georgia-Pacific in full within thirty (30) days after the Effective Date, then the City shall give written notice to Georgia-Pacific of the delinquency; and, if Georgia-Pacific fails to make payment of the delinquent amount within fifteen (15) calendar days from the date of receipt of the written notice, then the City may terminate this Agreement.

Article III Default and Remedies

3.01. Liabilities and Indemnification.

Notwithstanding any other provision of this Agreement, in no event shall either Party be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory, whether by way of indemnity or otherwise, for any lost profits, exemplary, punitive, special, incidental, indirect or consequential damages of the other Party; provided that the foregoing is not intended to limit the indemnities which shall be recoverable for claims by a non-Party. Georgia-Pacific shall hold the City harmless for any damage to Georgia-Pacific's real or personal property arising in whole or in part from the City performing its obligations under this Agreement.

3.02. Insurance.

The City agrees to carry and arrange for fire, casualty, public liability, and/or other insurance, including self-insurance, on the System for purposes and in amounts which, as determined by the City, ordinarily would be carried by a municipally owned utility and operating such facilities, except that the City shall not be required to provide liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the City, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. The insurance coverage does not extend to any facility owned by Georgia-Pacific.

3.03 Employees.

Each Party shall be solely responsible for the proper direction of its employees, and one Party's employees shall not be considered employees or borrowed servants of the other Party for any reason.

3.04. Waiver.

Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by the City or Georgia-Pacific shall not be deemed a waiver by the City or Georgia-Pacific of the right in the future to demand strict compliance and performance of any provision of this Agreement. Regardless of any provision contained in this Agreement to the contrary, any right or remedy or any default under this Agreement, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) calendar years plus one (1) day after the occurrence of the default. No officer or agent of either Party is authorized to waive or modify any provision of this Agreement.

3.05. Default/Remedies/Termination.

A. Default Proceedings for Non-Payment of Delinquent Bill. In the event that Georgia-Pacific fails to pay any undisputed portion of any Invoice by the Due Date, then the City shall provide Georgia-Pacific with a notice of default. If Georgia-Pacific fails to cure such default within fifteen (15) days of receipt of the notice of default, then the City may install a flow restriction device at the Point of Delivery, reduce the quantity of Water furnished to the Point of Delivery, retain an amount of the Deposit necessary to cover each unpaid Invoice, and/or take any action authorized in the City's ordinances for such failure. If the City installs a flow restriction device at the Point of Delivery as permitted under this Section, then Georgia-Pacific shall still be responsible for its full payment obligations under this Agreement.

B. Process for Defaults Other Than Failure to Pay. If a Party believes that the other Party is in default of any other provision of this Agreement, then the non-defaulting Party either will give written notice to the other Party, specifying the event of default and providing the defaulting Party thirty (30) days to cure the default or, if the curative action cannot reasonably be completed within thirty (30) days, thirty (30) days to commence the curative action and thereafter

to diligently pursue the curative action to completion. This 30-day period for notice and opportunity to cure must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to an alleged default. The non-defaulting Party must mitigate any damages arising from any default to the extent reasonably possible under the circumstances. If the default is not cured within the thirty (30) day period, or if curative action is not commenced or diligently pursued in the case of curative action that cannot reasonably be completed in thirty (30) days, the non-defaulting Party may pursue all remedies, at law or in equity, that it deems appropriate to redress the default. Nothing in this Agreement will be construed to limit either Party's right to recover damages or to seek other appropriate curative remedies if a non-defaulting Party files a breach of contract action relating to this Agreement.

C. Survivability. Any payment obligations of the Parties arising during the Term of this Agreement shall survive termination of this Agreement. If between the date the City commences Water Service to Georgia-Pacific and the fifth anniversary of that date, Georgia-Pacific terminates this Agreement for any reason contemplated by this Agreement, other than due to an uncured default by the City during such five (5) year period, then Georgia-Pacific shall pay the City \$2,500,000 less any amount paid by Georgia-Pacific to the City under the terms of this Agreement prior to termination of this Agreement ("**Termination Payment**"). Notwithstanding anything in this Article 3.05.C to the contrary, in no event shall Georgia-Pacific be required to make a Termination Payment if Georgia-Pacific's failure to make purchases under this Agreement in the amount of \$2,500,000 during the five (5) year period was caused by the City's inability to provide Water Service to Georgia-Pacific. For purposes of clarity, the contingent obligation of Georgia-Pacific to make a Termination Payment shall end after the five (5) year anniversary of the date the City commences Water Service to Georgia-Pacific or in the event that Georgia-Pacific makes purchases of \$2,500,000 under this Agreement, whichever occurs first.

3.06. Force Majeure.

A. The term "**Force Majeure**" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming the inability to perform.

B. If either Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement by reason of a Force Majeure, the Party whose performance is affected (the "**Affected Party**") must give prompt notice and the full particulars of the Force Majeure to the other Party as soon as reasonably practicable after becoming aware of such event or circumstance. If notice is provided, the obligation(s) of the Affected Party under this Agreement will be suspended during the continuation of the Force Majeure, but only to the extent the obligation is affected by the Force Majeure. The Affected Party will endeavor to remove or overcome the inability to perform with all reasonable dispatch.

C. No event or circumstance of Force Majeure shall relieve the Affected Party of any obligation that accrued prior to the commencement of such event or circumstance of Force Majeure.

D. Except as agreed by the Parties, no suspension, delay, or failure to perform caused by a Force Majeure shall extend this Agreement beyond the Term (defined herein).

Article IV **Miscellaneous**

4.01. Term.

This Agreement shall extend for an initial term of ten (10) years from the Effective Date and shall continue thereafter unless and until terminated by either Party, at its discretion, upon at least one (1) year's prior written notice to the other Party (collectively "*the Term*"). Georgia-Pacific agrees that the City has no obligation to provide it with Water or any other type of water after the termination of this Agreement.

4.02 Statement of Purpose.

This Agreement is intended to set forth a comprehensive statement of all terms and conditions applicable to the provision of Water Service by the City to Georgia-Pacific.

4.03. Venue and Governing Law.

A. The place of performance as agreed to by the Parties to this Agreement shall be Nolan County, Texas. In the event any legal proceeding is brought to enforce this Agreement or any provision hereof the same shall be brought in said Nolan County, Texas.

B. This Agreement, and the rights and obligations of the Parties under or pursuant to this Agreement, shall be interpreted and construed according to the laws of the State of Texas. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. Each Party shall take and shall cooperate with the other Party to take all actions necessary for this Agreement and the activities contemplated by this Agreement to comply with all applicable laws, rules and regulations.

4.04. Interpretation.

Each Party has been represented by legal counsel who has participated equally in the formulation, drafting, and approval of this Agreement. Therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against any Party. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

4.05. Assignment.

This Agreement shall be binding and inure to the benefit of the respective Parties, including their heirs, successors, and assigns. The rights and obligations of Georgia-Pacific hereunder shall not be assigned to a business other than an affiliate or subsidiary of Georgia-Pacific or third-party purchaser of the Property without prior written consent of the City which shall not be unreasonably withheld, delayed, or denied; provided, however, that before Georgia-Pacific may assign this Agreement to a third-party purchaser of the Property, Georgia-Pacific shall provide evidence of the credit worthiness demonstrating the assignee's ability assume the remaining obligation under Article 3.05.C of this Agreement.

4.06. Entire Agreement.

This Agreement contains the entire agreement between the Parties relating to the rights herein granted. Any oral representations or modifications concerning this Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by the Party to be charged and supported by consideration.

4.07. Amendment.

No modifications to or rescission of this Agreement will be effective unless and until it is duly approved by the governing bodies of each Party and reduced to a writing signed by the authorized representatives of the Parties.

4.08. Severability.

The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.09. Captions and Recitals.

The sections and captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Agreement. The recitals at the beginning of this Agreement are made part of the Agreement for all purposes.

4.10. No Third Party Beneficiaries.

Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

4.11. No Joint Venture, Partnership, Agency.

This Agreement will not be construed in any form or manner to establish a partnership, joint venture, or agency, express or implied, nor any employer-employee, borrowed servant, or joint enterprise relationship by and among the Parties. The City will be responsible at all times for directing its employees in the course of their duties. Georgia-Pacific will be responsible at all times for directing its employees in the course of their duties.

4.12. Notices.

Any notice required or permitted to be delivered hereunder must be written and may be given by (i) personal delivery to the Party entitled thereto, (ii) by electronic transmission with electronic confirmation, or (iii) any courier service which agrees to overnight, receipted delivery, addressed to the City or Georgia-Pacific, as the case may be, at the mailing address set forth below:

CITY OF SWEETWATER:

Attn: City Manager
City of Sweetwater
200 E. 4th Street
P.O. Box 450
Sweetwater, Texas 79556
Email:

GEORGIA-PACIFIC GYPSUM LLC:

Georgia-Pacific LLC
Law Department
Attn: Gypsum Division Counsel 133 Peachtree Street NE
Atlanta, GA 30303-5605
Email: John.Ingram2@gapac.com

Attn: Plant Manager
East Plant
Georgia-Pacific Gypsum LLC
310 FM 1856
Sweetwater, TX 79556

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address and any other address by at least ten (10) days written notice to the other Party.

4.13. Execution in Counterparts.

The Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which is deemed to be an original. All signatures need not be on the same counterpart and this Agreement may be executed by facsimile signatures.

4.14. Authority to Execute.

Each of the individuals signing this Agreement on behalf of their respective Party hereby confirms that such individual has the authority to execute this Agreement on behalf of their respective Party, indicated by their respective signature, and that all formal requirements necessary or required by any law, rule or regulation regarding its corporate, partnership or municipal organization or existence (as applicable) have been fulfilled.

4.15. Covenant of Good Faith and Fair Dealing.

The Parties agree to cooperate and to deal with one another fairly and in good faith at all times to effectuate the purposes and intent of this Agreement.

4.16. Further Assurances.

Each Party agrees to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this Agreement.

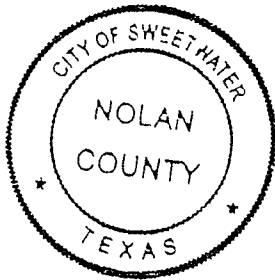
4.17 Attorneys Fees.

Each Party agrees that it is responsible for its own costs, including attorney's fees, in the preparation and negotiation of this Agreement. To the extent allowed by law, the prevailing Party in any action regarding this Agreement shall be entitled to award and reasonable attorney's fees related to litigation. This includes, but is not limited to expenses incurred in any attempt to collect on this contract, interest accumulated, as well as court filing fees or similar costs.

[Signature pages follow immediately]

IN WITNESS THEREOF, the Parties hereto, acting under the authority of the respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, and shall be effective as of the Effective Date.

(SEAL)



THE CITY OF SWEETWATER,
a municipal corporation and
a home rule city in Nolan, County

By: _____

Jim McKenzie, Mayor

Date: December 22, 2020

(SEAL)

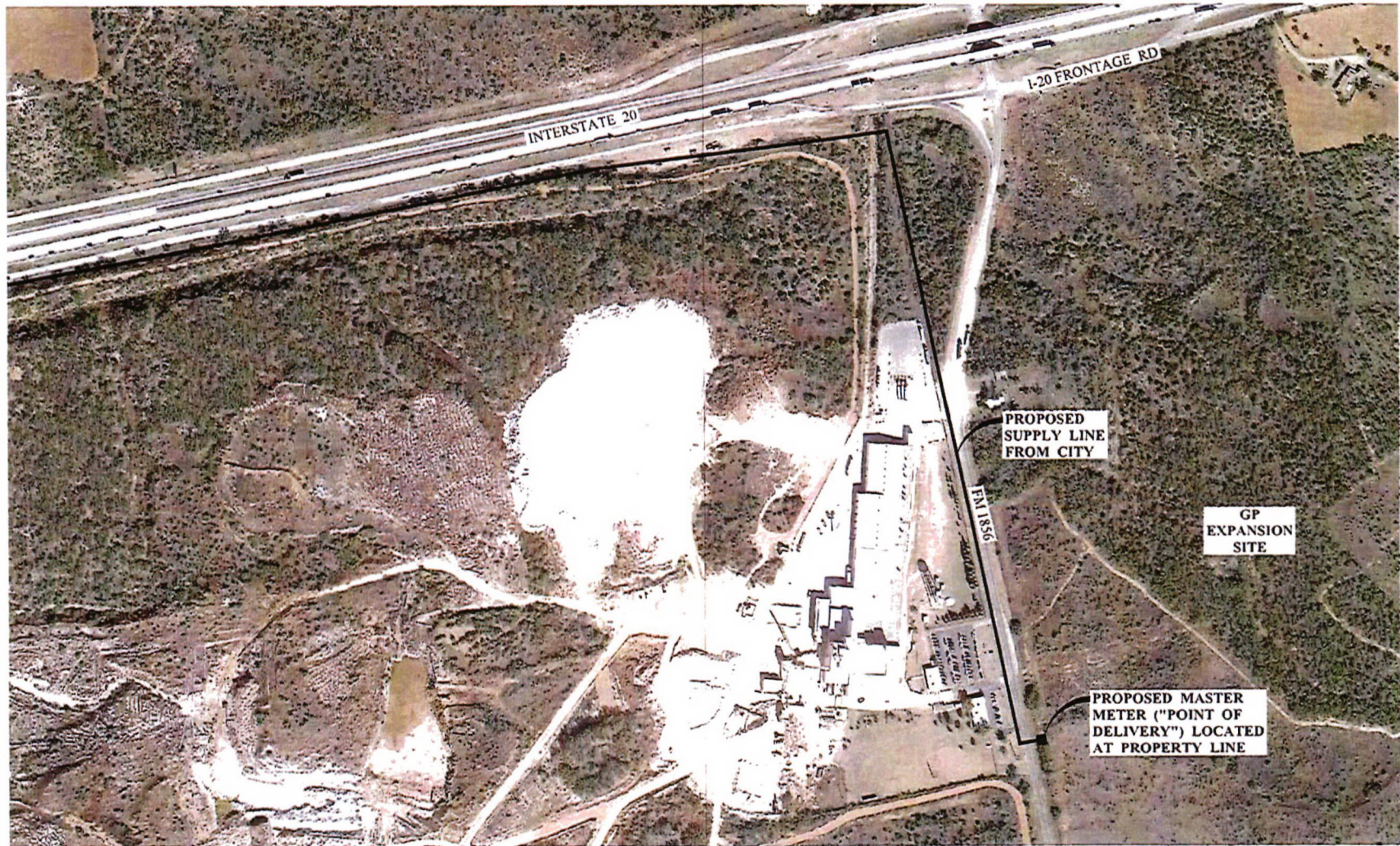
GEORGIA-PACIFIC GYPSUM LLC,
a Delaware limited liability company
Authorized to do business in the
State of Texas

By: Brent H. Paugh

Name: Brent H. Paugh

Date: January 6, 2021

Exhibit A
Point of Delivery



ENPROTEC/HIBBS & TODD, INC.

ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
325-690-5560
Abilene, Texas 79601
PE Firm Registration No. 11121
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011909



200 0 500
SCALE IN FEET

EXHIBIT A

3915-23

12/21/2020

Exhibit B
Rate Schedule

2020-12
A RESOLUTION

CONFIRMING AND RATIFYING THE CENTRAL RATE SCHEDULE FOR THE VARIOUS FEES, LICENSES, PERMITS AND RATES CHARGED BY THE CITY OF SWEETWATER, TEXAS, FOR THE FISCAL YEAR 2021 AND ADOPTING SUCH CENTRAL RATE SCHEDULE.

WHEREAS, the City Council of the City of Sweetwater, Texas by ordinance duly passed on the 9th day of April, 1991, provided for a centralized fee schedule for the various fees, licenses, permits and rates charged by such city; and

WHEREAS, the central fee schedule appended hereto as **EXHIBIT "A"** and incorporated herein by reference as if fully copied and set forth at length, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED that such central fee schedule previously adopted is hereby amended as the fee schedule for the City of Sweetwater, Texas, for the fiscal year 2021.

It being found by the City Council that it is in the best interest and welfare of the public that this resolution takes effect October 1, 2020.

READ, PASSED AND ADOPTED this the 8th day of September, 2020.

ATTEST:


JIM MCKENZIE, MAYOR

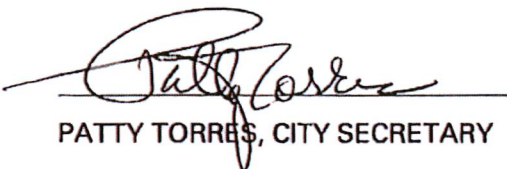

PATTY TORRES, CITY SECRETARY

TABLE OF CONTENTS

| | Page |
|--|------|
| I. <u>PERMITS AND LICENSES FEES</u> | |
| Plumbing Permits | 3 |
| Gas Permits | 4 |
| Mechanical Permits | 4 |
| Electrical Permits | 4 |
| Moving or Removal of Buildings | 6 |
| Residential Building Permits | 7 |
| Commercial Building Permits | 7 |
| Food Service Permit | 8 |
| Recreation Permit | 8 |
| Other Licenses and Permits | 9 |
| Oil and Gas Drilling Permits | 9 |
| II. <u>CHARGES FOR SERVICES</u> | |
| Sanitation Department Charges | 10 |
| Animal Shelter Charges | 15 |
| Water Sales | 16 |
| Sewer Charges | 20 |
| Water Taps / Sewer Taps / Paving Cuts | 21 |
| Curb Stop or Meter Damage | 22 |
| Ambulance Charges | 22 |
| Swimming Pool Charges | 22 |
| III. <u>Miscellaneous Fees and Revenues</u> | |
| Planning and Zoning Commission | 24 |
| Board of Adjustment Flat Fee | 24 |
| Reproduction Work | 24 |
| Open Records | 24 |
| Publications | 24 |
| Cemetery | 24 |
| Lake Lots Fees | 25 |
| Fax Services | 25 |
| Lot Mowing and Cleaning Fees | 25 |
| Street or Alley Closure | 26 |
| Wrecker Administration Fee | 26 |
| Alarm Fees | 26 |
| Game Room | 27 |

CITY OF SWEETWATER, TEXAS

Charges and Fees

EXHIBIT "A"
Charges

I. PERMITS AND LICENSES FEES

A. Plumbing Permits

1. Plumbing permit charges (Issuance fee plus applicable items)

| | |
|--|--------------|
| a. Plumbing permit issuance fee | 25.00 |
| b. New structure or addition: Each plumbing fixture trap | 3.50 |
| c. Remodeled existing structure: Water distribution (each fixture) | 1.75 |
| Drain, Waste & Vent (each fixture) | 1.75 |
| d. Sewer line | 11.00 |
| e. Water service line | 11.00 |
| f. Grate or sand trap | 2.00 |
| g. Inceptors | 1.75 |
| h. Water well | 5.50 |
| i. Lawn sprinkler system (includes backflow prevention device) | 13.50 |
| j. Change out or install backflow prevention device ONLY (vacuum breakers, double-check assembly, reduced pressure zone assembly) | 8.00 |
| k. Mobile home or pre-manufactured building (fixtures were previously installed and State Inspected) | 13.25 |
| l. Mobile home or pre-manufactured building reconnect to existing site water & sewer | 11.00 |
| m. Sewer line partial replacement | 1.25 |
| n. Re-inspection fee | 25.00 |
| o. Trenchless sewer line | 11.00 |
| p. Inspection requested outside normal work hours | 70.00 |

| | |
|---|-------|
| B. <u>Gas Permits</u> | |
| 1. Minimum permit fee (Fee includes pressure test) | 25.00 |
| 2. All New Installation of System | |
| a. For 1 to 4 outlets inclusive | 16.00 |
| b. For each outlet above 4, each | 2.75 |
| c. Install gas yard (service) line | 9.00 |
| 3. Existing Systems | |
| a. Install or replace gas yard (service) line | 9.00 |
| b. Additional or extension, per outlet | 2.75 |
| 4. Re-inspection fee | 50.00 |
| C. <u>Mechanical Permits</u> | |
| 1. Mechanical Permit Fee (each) | 25.00 |
| 2. AC | 20.00 |
| 3. Condenser | 20.00 |
| 4. Heater | 20.00 |
| 5. Duct work | 20.00 |
| 6. AC and heat systems | 20.00 |
| 7. Commercial Vent-a-Hood | 20.00 |
| 8. Existing System(s): (repairs, alteration, additions) | 20.00 |
| 9. Re-inspection fee | 25.00 |
| 10. Inspection requested outside normal work hours | 70.00 |
| D. <u>Electrical Permits</u> | |
| a. Mobile Home | |
| (1) Adequate pole or pedestal exists with sufficient equipment (meter loop) attached and only feeder connection to home is required | 15.00 |
| (2) New service (meter loop) required | 15.50 |

| | |
|---|--------|
| b. All new single-family homes; also duplex, triplex or fourplex dwelling units which are no more than one story in height (excludes temp pole) per sq. ft. | .039 |
| c. All new multiple dwellings not included above (excludes temp pole) per sq. ft. | .046 |
| d. All other new structures: | |
| Rewiring or adding to existing structures | |
| (1) Permit Issuance fee | 25.00 |
| (2) 1 to 5 125/277v. general use lights, receptacles & switches | 6.75 |
| (3) 6 to 500 125/277v. general use lights, receptacles & switches: | |
| 1) For the 1 st five | 6.75 |
| 2) Plus, each thereafter | .28 |
| (4) Over 500 125/277v. general use lights, receptacles & switches: | |
| 1) For the 1 st 500 | 145.35 |
| 2) Plus, each thereafter | .17 |
| e. New Service (single meter): | |
| (1) Up to and including 200 Amperes | 15.50 |
| (2) 225 Amp up to and including 400 amperes | 18.25 |
| (3) Over 400 Amperes | 24.50 |
| (4) Plus, additional meters (same service entrance) | 2.50 |
| f. Sub-panels or disconnects (includes feeders): | |
| (1) Rated 100 Amperes or more, each | 6.25 |
| (2) Rates less than 100 Amperes, each | 3.75 |
| g. Designated appliance circuits (less than 100 Amperes): | |
| (1) Central heating or self-contained unit (includes disconnect), each | 4.00 |
| (2) Condensing unit or heat pump (includes disconnect, each | 4.00 |
| (3) Designated appliance circuits | 2.50 |

| | |
|---|--------|
| h. Additional 125v. designated appliance circuits | 1.75 |
| i. Gasoline pumps or dispensers, each | 4.50 |
| j. Electric sign circuits: | |
| (1) Lighted Sign (Pole mounted) | 16.50 |
| (2) Lighted Sign (Exterior bldg. mounted) | 5.50 |
| (3) Fixed, each | 3.50 |
| k. Elevator, each | 6.50 |
| l. Electric motor circuits: | |
| (1) Motors up to and including 1 HP, each | 2.25 |
| (2) Motors above 1 HP and not more than 5HP, each | 3.50 |
| (3) Motors exceeding 5 HP, each | 5.50 |
| (4) Any additional motor above the 10 th , each | 1.25 |
| m. Temporary pole or lateral | 15.00 |
| n. Service, alter or repair where meter seal is removed | 11.00 |
| o. Re-inspection fee | 100.00 |
| p. For any electrical work to be installed and not set forth herein, the sum shall be set by the Building and Inspection Department and shall be reasonable and proportionate to the fees specified above. This will be a general use permit. | |
| q. Inspection requested outside normal work hours | 70.00 |
| E. <u>Moving or Removal of Buildings</u> | |
| 1. Building or house moving permit | 27.50 |
| 2. Residential demolition permit | 50.00 |
| 3. Mobile homes and HUD Manufactured Homes, as defined under the Texas State Manufactured Housing Act of 1993, are exempted from moving And demolition permit requirements. | |

4. Moving or demolition of church buildings shall require a moving or demolition permit, but the fees shall be waived.

| | |
|---|--------|
| 5. Commercial demolition with asbestos survey | 100.00 |
|---|--------|

F. Residential Building Permits

- | | |
|--|---------------------------|
| 1. Single-family and duplex: | |
| a. Minimum fee | 25.00 |
| b. Fee of 0.18/sq. ft. for new, addition and remodel | |
| c. Fee of 0.09/sq. ft. for accessory building | |
| d. Fee of 0.12/sq. ft. for manufactured/mobile home | |
| 2. Roofing only fee | 50.00 |
| 3. Swimming pool/spa | |
| a. Above ground pool | 30.00 |
| b. In ground pool | 60.00 |
| c. Spa | Cost of electrical permit |
| 4. Fence | 30.00 |
| 5. Driveway/curb cut permit | 25.00 |
| 6. Re-inspection fee | 50.00 |

G. Commercial Building Permits (includes construction of fences, roofing, swimming pools, spas, newly attached or constructed signs):

- | | |
|--|-------|
| 1. Commercial permit minimum fee | 25.00 |
| 2. For work having an estimated cost of more than \$1,000, but not more than \$100,000, the fee shall be: 25.00 for the first \$1000, plus \$2.48 for each additional \$1000 or fraction thereof. | |
| 3. For work having an estimated cost of \$100,000 or more but no more than \$200,000, the fee shall be: \$270.52 for the first \$100,000 plus \$1.93 for each additional \$1000 or fraction thereof. | |

4. For work having an estimated cost of \$200,000 or more, but not more than \$500,000, the fee shall be: \$463.52 for the first \$200,000, plus \$1.38 for each additional \$1000 or fraction thereof.
5. For work having an estimated cost of \$500,000 or more, the fee shall be \$877.52 for the first \$500,000 plus \$1.10 for each additional \$1000 or fraction thereof.
6. Re-inspection fee 50.00
 - a. Existing building Certificate of Occupancy (flat fee) 20.00
 - b. Alteration or construction of a church building shall require a building permit but the permit fee shall be waived.
 - c. Inspection requested outside normal work hours 70.00

H. Food Service Permit

1. Annual temporary/seasonal food service permit up to six (6) months 50.00
2. Annual retail/mobile food service permit 100.00

I. Recreation Permits

1. Recreation Permit – Permits start May 1st and ends April 30th. Not Prorated.
 - a. Annual (per person) 10.00
 - b. Daily (per person) 2.00
 - c. Weekend (per person) 3.00
 - d. Three Day (holiday weekends only) 3.00
 - e. Family Daily – number of family members multiplied by daily fee.
2. Camping permit without hookups – per night 10.00
3. Camping permit with hookups – per night 15.00

| | |
|--|--------------------------|
| 4. For charitable and non-profit organizations: The Lake Sweetwater Campground, including all camp sites, permit per weekend (Friday evening through Sunday noon) | 150.00 |
| J. <u>Other Licenses and Permits</u> | |
| | One-half of State fee |
| 1. Liquor Permit | |
| 2. Solicitors Permit | 30.00 |
| 3. Metal and Precious Metal Permit | |
| a. Permit application and renewal fee | 25.00 |
| b. Late or reinstatement fee | 50.00 |
| 4. Street Closure Events Application and Permit Requested street closure events are defined as events requiring full or partial control over the use of a local street and streets in the downtown area on either a multiple or single day event with a community wide focus or major impact. | 50.00 |
| 5. Special Event Application and Facility Use Agreement Requested special events are defined as events requiring the use of City properties and not requiring the use of cones, barricades or other traffic control devices. Excluding the use of streets. | |
| a. Permit fee | 100.00 |
| b. Cleaning fee | 500.00 |
| K. <u>Oil and Gas Drilling Application/Permit</u> | |
| 1. The permit application fee to drill, complete and operate a well for oil or gas shall be non-refundable. | |
| 2. The application for a permit to drill, complete and operate a well for oil or gas shall be accompanied by a duly executed surety bond in the amount of \$500,000 and shall meet all requirements of Chapter 22, Section 23 of the Sweetwater Code. | 750.00 |

3. Before a permit will be issued permittee shall furnish proof of standard comprehensive public liability insurance, including contractual liability insurance covering bodily injuries \$250,000 one person; \$500,000 one incident and property damage \$500,000, naming the permittee and the City, as insured.

II. CHARGES FOR SERVICES

A. Sanitation Department Charges

1. In-City refuse collection rates – per city ordinance, all residential customers of the city utilities, within the corporate limits, shall pay at least a minimum solid waste fee as established by the city's central rate schedule and approved by the city council.

a. Residential

| | |
|---|--------|
| (1) Cart service per month minimum charge (Includes 1x month brush and bulk pick up) | 24.85 |
| (2) Each additional cart per month | 11.28 |
| (3) Cart delivery fee | 20.00 |
| (4) Replacement Cart Fee If replaced more than once in 12-month period | 75.00 |
| (5) Extra Service/Fees | |
| (a) Out-of-cycle bulk | |
| (1) Trip Charge | 145.00 |
| (2) Per cubic yard | 25.00 |

b. Commercial, Industrial, Multifamily, and Trailer Parks

- (1) This classification of user will be charged the set amount per month. 18% Franchise Fee included in rates direct billed by Republic Services

| | |
|--|--------|
| 96 Gallon Cart (Cart Contents Only) | |
| 1x per Week | 26.08 |
| Extra Pick Up | 17.70 |
| Extra Pick Up/Overloaded Container | 11.80 |
| 2 Cubic Yard Container (Container contents only) | |
| 1x per Week | 49.34 |
| 2x per Week | 98.68 |
| 3x per Week | 148.02 |
| 4x per Week | 197.36 |

| | |
|---|--------------|
| 5x per Week | 246.70 |
| Extra Pick Up/Overloaded Container | 29.50 |
| 3 Cubic Yard Container (Container contents only) | |
| 1x per Week | 71.99 |
| 2x per Week | 143.98 |
| 3x per Week | 215.96 |
| 4x per Week | 287.95 |
| 5x per Week | 359.94 |
| Extra Pick Up/Overloaded Container | 35.40 |
| 4 Cubic Yard Container (Container contents only) | |
| 1x per Week | 94.20 |
| 2x per Week | 188.40 |
| 3x per Week | 282.61 |
| 4x per Week | 376.81 |
| 5x per Week | 471.01 |
| Extra Pick Up/Overloaded Container | 42.48 |
| 6 Cubic Yard Container (Container contents only) | |
| 1x per Week | 134.59 |
| 2x per Week | 269.17 |
| 3x per Week | 403.76 |
| 4x per Week | 538.35 |
| 5x per Week | 672.93 |
| Extra Pick Up/Overloaded Container | 53.10 |
| 8 Cubic Yard Container (Container contents only) | |
| 1x per Week | 179.45 |
| 2x per Week | 358.90 |
| 3x per Week | 538.35 |
| 4x per Week | 717.80 |
| 5x per Week | 897.25 |
| Extra Pick Up/Overloaded Container | 64.90 |
| (2) Container Lock Bar Rental per month | 11.80 |
| (3) Commercial Container Movement Fee | |
| Delivery | 59.00 |
| Swap Exchange | 88.50 |
| Extra Yardage (overloaded container) | 29.50 |
| Removal | 59.00 |
| Relocate | 59.00 |
| Container Lock Bar Installation | 88.50 |
| (4) Replacement cart fee | 75.00 |
| if replaced more than once in 12 months | |

| | |
|--|--|
| <p>(5) Extra Service/Fees</p> <p>(a) Out of Cycle Bulk</p> <p>(1) Trip Charge</p> <p>(2) Per cubic yard</p> <p>(b) Commercial in-city non-water customer deposit – rate times size of dumpster in cubic yards. Rate per unit</p> <p>c. Late fee assessed to those accounts not paid by due date. Service may be discontinued.</p> | <p>145.00</p> <p>25.00</p> <p>25.00</p> <p>35.00</p> |
| 2. Out-of-City refuse collection rates | |
| <p>a. Residential – Service provided by contract and charges are per contract.</p> <p>(1) Cart service per month (Includes 1x month brush and bulk pick up)</p> <p>(2) Additional cart, each</p> <p>(3) Cart delivery fee</p> <p>(4) Replacement cart fee if replaced more than once in a 12-month period.</p> <p>(5) Extra Service/Fees</p> <p>(a) Out-of-cycle bulk</p> <p>(1) Trip Charge</p> <p>(2) Per cubic yard</p> | <p>28.78</p> <p>11.28</p> <p>20.00</p> <p>75.00</p> <p>145.00</p> <p>25.00</p> |
| <p>b. Commercial, Industrial, Multifamily, and Trailer Parks</p> <p>(1) This classification of user will be charged the set amount per month. 18% Franchise Fee included in rates direct billed by Republic Services</p> | |
| <p>96 Gallon Cart (Cart Contents Only)</p> <p>1x per Week</p> <p>Extra Pick Up</p> <p>Extra Pick Up/Overloaded Container</p> | <p>31.52</p> <p>21.24</p> <p>15.76</p> |
| <p>2 Cubic Yard Container (Container contents only)</p> <p>1x per Week</p> | <p>59.77</p> |

| | |
|---|--------------|
| 2x per Week | 119.55 |
| 3x per Week | 179.32 |
| 4x per Week | 239.09 |
| 5x per Week | 298.86 |
| Extra Pick Up/Overloaded Container | 35.40 |
| 3 Cubic Yard Container (Container contents only) | |
| 1x per Week | 86.94 |
| 2x per Week | 173.88 |
| 3x per Week | 260.83 |
| 4x per Week | 347.77 |
| 5x per Week | 434.71 |
| Extra Pick Up/Overloaded Container | 42.48 |
| 4 Cubic Yard Container (Container contents only) | |
| 1x per Week | 114.11 |
| 2x per Week | 228.22 |
| 3x per Week | 342.34 |
| 4x per Week | 456.45 |
| 5x per Week | 570.56 |
| Extra Pick Up/Overloaded Container | 51.33 |
| 6 Cubic Yard Container (Container contents only) | |
| 1x per Week | 163.02 |
| 2x per Week | 326.03 |
| 3x per Week | 489.05 |
| 4x per Week | 652.07 |
| 5x per Week | 815.09 |
| Extra Pick Up/Overloaded Container | 64.31 |
| 8 Cubic Yard Container (Container contents only) | |
| 1x per Week | 217.36 |
| 2x per Week | 434.71 |
| 3x per Week | 652.07 |
| 4x per Week | 869.42 |
| 5x per Week | 1086.78 |
| Extra Pick Up/Overloaded Container | 78.47 |
| (2) Container Lock Bar Rental per month | 11.80 |
| (3) Commercial Container Movement Fee | |
| Delivery | 59.00 |
| Swap Exchange | 88.50 |
| Extra Yardage (overloaded container) | 29.50 |
| Removal | 59.00 |
| Relocate | 59.00 |
| Container Lock Bar Installation | 88.50 |

| | |
|---|---------------------|
| c. Out-of-city refuse collection deposit for non-water residential customers | 50.00 |
| 3. Delinquent Account Fees | |
| (a) Residential | |
| (1) Non-Sufficient Funds (NSF) | 35.00 |
| (2) Late Fees (past 30 days) | 10% |
| (3) Late Fee/Service Interrupt | 35.00 |
| (b) Commercial, Industrial, Multifamily, and Trailer Parks | |
| (1) Non-Sufficient Funds (NSF) | 35.00 |
| (2) Late Fees (past 30 days) | 5% (\$5.00 minimum) |
| (3) Service Interrupt | 35.00 |
| 4. Citizen Drop-off / Recycling Center / Landfill | |
| For residents wanting to dispose of residential garbage at the Drop-off center or Landfill locations, presentation of resident's current utility bill as proof of sanitation service is required. Also, to demonstrate that the utility bill is resident's address, identification is required. | |
| (1) Landfill fee for all City of Sweetwater residential refuse customers – monthly charge on utility bill | \$3.00/month |
| (2) All others, excluding those of the City of Sweetwater and those otherwise exempted | |
| (a) All vehicles with solid waste, based on the total cubic yards of solid waste, per cubic yard | 7.93 |
| (b) Passenger and light truck tires 20 inch And below, removed from rim each | 4.60 |
| (c) Large truck tires removed from rim each | 12.65 |
| (d) Agricultural tires removed from the rim | |
| 1) Small, each | 34.50 |
| 2) Large, each | 86.25 |
| (e) Additional charge to remove from rim, each | 5.75 |
| (f) Split or quartered tires, per cubic yard | 7.93 |

| | |
|---|------|
| (g) Construction material, i.e., roofing materials, siding (non-asbestos), sheet rock, etc., per cubic yard | 7.93 |
|---|------|

5. Roll-Off Container Rate Service Table
18% Franchise Fee included in rates direct billed
by Republic Services

| | |
|---|--------|
| (A) 20/30/40 Cubic Yard OT Container | |
| (1) Haul Rate | 420.08 |
| (2) Delivery | 210.04 |
| (3) Relocate | 210.04 |
| (4) Roll off Dry Run (Customer called but container not ready for haul) | 210.04 |
| (5) Disposal Rate per Ton | 35.40 |
| (6) Daily Rental | 5.90 |
| (7) Overage per Ton | 47.20 |

| | |
|---|------------|
| (B) Compactors | |
| (1) Haul Rate | 538.08 |
| (2) Delivery | 210.04 |
| (3) Relocate | 210.04 |
| (4) Roll off Dry Run (Customer called but container not ready for haul) | 210.04 |
| (5) Disposal Rate per Ton | 35.40 |
| (6) Daily Rental | Negotiated |
| (7) Overage per Ton | Negotiated |

| | |
|--|--------------------|
| 6. Roll Off Delinquent Account Fees | |
| (a) Non-Sufficient Funds (NSF) | 35.00 |
| (b) Late Fees (past 30 days) | 5%(\$5.00 minimum) |
| (c) Service Interrupt | 35.00 |

B. Animal Shelter Charges

| | |
|---|-------|
| 1. Impound fee | |
| a. 1 st and 2 nd offense in any 12-month period | 20.00 |
| b. 3 rd offense in any 12-month period | 40.00 |
| 2. Impound / care expense per day per animal | 10.00 |
| 3. Annual tags for non-altered dogs / cats | 5.00 |
| 4. Annual tags for altered dogs / cats | .00 |
| 5. After-hours call fee (after 5:00 p.m. 7 days per week), | |

| | |
|---|--------|
| in addition to impoundment fee | 25.00 |
| 6. Adoption fee | |
| Confinement fee, i.e., impoundment/care expenses per days held | 10.00 |
| 7. Rabies confinement fee | |
| a. Minimum of 10 days (10x20.00) | 200.00 |
| b. Impound/care expenses per each additional day held | 10.00 |
| c. Rabies testing by TDSHS per animal | 150.00 |
| C. <u>Water Sales</u> | |
| a. In-City – treated water | |
| 1. Residential | |
| (a) Minimum for first 2000 gallons | 17.79 |
| (b) Per thousand for next 23,000 gallons | 7.69 |
| (c) Per thousand for over 25,000 gallons | 8.27 |
| 2. Apartments and Trailer Parks | |
| (a) The computation for this classification is based on 80% of the number of rental units per metered complex, times the minimum charge per unit. Plus a meter charge based on the size of the meter per account. | |
| Minimum unit charge | 26.63 |
| (b) All usage above the minimum allowed on a per computed unit basis per thousand up to 25,000 gallons | 7.69 |
| (c) Any usage above 25,000 gallons | 8.27 |
| (d) Meter charges are identical to commercial accounts | |
| 3. Commercial and Industrial | |
| (a) Minimum charge based on meter size plus \$7.99 per thousand gallons usage | |
| (1) Meter size up to 1" | 25.45 |
| (2) Meter size greater than 1" up to 2" | 35.26 |
| (3) Meter size greater than 2" up to 3" | 66.16 |

| | |
|--|--------|
| (4) Meter size greater than 3" up to 4" | 102.77 |
| (5) Meter size greater than 4" up to 6" | 218.96 |
| (6) Meter size greater than 6" up to 8" | 348.54 |
| (7) Meter size greater than 8" up to 10" | 576.45 |

b. Out-of-City rates by customer classification

1. Residential

A \$31.12 minimum charge for the first 2,000 gallons will be charged plus \$11.66 per thousand gallons for all usage over 2,000 gallons.

2. Apartments and Trailer Parks

The computed units are based on 80% of the rental units per metered complex rounded to the nearest whole unit. Rates per unit are the same as the residential charge \$31.12 with a minimum based on the number of computed units times the minimum charge per unit. All usage above the minimum allowed on a per computed unit basis will be charged \$11.66 per thousand gallons.

3. Commercial (excluding large industrial plants and other municipalities)

Commercial users will be charged a minimum based on meter size plus \$12.83 per thousand gallons usage. See in-City commercial for meter size schedule.

4. Large Industrial users are charged the same as inside city and other municipalities are charged by contract.

5. Loading dock fee of \$50.00 plus \$12.04 per 1,000 gallons.

6. Fire Hydrant Meter (Construction) - \$75.00 per month, plus \$12.04 per 1,000 gallons.

c. All other users whether in or out-of-City

1. Wholesale Customers – Treated Water

- (a) Wholesale customers that purchase treated water from the City by contract for resale as provided in each customer contract.**
- (b) The treated water rate for wholesale customers is \$6.53 per 1,000 gallons.**
- (c) The quantity of treated water to be purchased by wholesale customers is defined in each customer contract.**

2. Bulk Water Customers – receiving water from FM 608 Bulk Water Delivery Station

- (a) Customers will purchase bulk water from the City by contract.**
- (b) The bulk water rate is \$10.75 per 1,000 gallons.**
- (c) The billing and delivery system requires prepayment by customers.**
- (d) Pre-payment in 50,000, 25,000, or 10,000 gallon increments are required.**
- (e) A deposit of \$550.00 will be required for 50,000 Gal
A deposit of \$275.00 will be required for 25,000 Gal
A deposit of \$150.00 will be required for 10,000 Gal**
- (f) City reserves the right to limit total of all bulk water sales to 75,000,000 gallons or less on a fiscal year basis.**

3. Untreated Transmitted Water

- (a) Customers receiving metered untreated water will be charged a \$45.36 minimum for the first 9,000 gallons plus \$5.22 per thousand gallons for all usage over 9,000 gallons.**
- (b) Customers receiving unmetered untreated**

water will be charged a flat rate of \$92.49

4. Untreated Water at the Source

Customers receiving metered untreated water at the source will be charged \$1.46 per thousand gallons usage. Customers with contracts for other than the stated charge shall continue to be charged at the contract rate until such time that contract re-negotiations are completed.

5. Deposits

The minimum deposit for all classes of customer is \$125. Large water users from a single meter such as businesses, apartments and motels will be sufficient to cover at least two months estimated billing. Those residences with high turnover defined as customers changes approximately each quarter will be double the minimum described above.

For Fire Hydrant Meter/Construction Meter a \$550.00 deposit is required.

6. Dishonored Checks (NSF)

35.00

7. Late Fee

A fee of \$35.00 will be assessed to those accounts not paid by the due date. Service will be cut-off.

8. Disconnect charge- Regular Office Hours

A fee of \$35.00 will be assessed when water service is disconnected due to non-payment.

9. A 10% penalty will be added to accounts not paid by the next billing date.

10. Reconnect Charge – After Hours

A fee of \$35.00 must be paid before water service can be reconnected at the request of a customer when the reconnection must be made after normal working hours, weekends or holidays.

**11. Multiple re-read of Meter Charge—during normal hours. 10.00
(Re-reads are charged if the City has correct read)**

12. Transfer Service Charge

50.00

D. Sewer Charges

All sewer billing will be based on metered water usage.

a. In-City rates

1. Residential

A \$31.68 minimum for the first 2,000 gallons will be charged. Then \$3.05 per thousand thereafter up to a maximum of 10,000 gallons. The maximum charge for a single unit will not exceed \$56.08

2. Apartments and Trailer Parks

The computation for this classification is based on 80% of the number of rental units per metered complex rounded to the nearest whole unit. Rates per unit are the same as the residential charge \$31.68 with a minimum based on the number of computed units times the minimum charge per unit and the maximum based on usage up to 10,000 gallons per computed units at \$3.05 per thousand gallons above the minimum allowance based on aggregate usage.

3. Commercial and Industrial

(a) The minimum rate is \$40.07 for the first 2,000 gallons. Usage above the minimum up to 50,000 gallons will be charged at \$3.86 per thousand gallons. All usage above 50,000 gallons will be billed at \$2.85 per thousand gallons with no maximum.

(b) Where sewer is available to in-city customers who are not connected to the system, they shall be charged a minimum of \$40.07 per month.

b. Out-of-city rates

1. Residential

A \$52.37 minimum for the first 2,000 gallons will be charged. Then \$6.07 per thousand thereafter up to maximum of 10,000 gallons. The maximum charge for a single unit will not exceed \$100.93.

2. Apartments and Trailer Parks

The computed units are based on 80% of rental units

per metered complex rounded to the nearest whole unit. Rates per unit are the same as the residential charge \$52.37 with a minimum based on the number of computed units times the minimum charge per unit and the maximum based on usage up to 10,000 gallons per computed unit at \$6.07 per thousand gallons above the minimum allowance based on aggregate usage.

3. Commercial and Industrial

The minimum rate is \$66.25 for the first 2,000 gallons. Usage above the minimum up to 50,000 will be charged \$7.68 per thousand gallons. All usage above 50,000 gallons will be billed at \$5.65 per thousand gallons with no maximum. All industrial customers using water in direct manufacturing process will be prorated on an individual basis by the City Administration upon presentation of acceptable data to compute such proration.

E. Water Taps

| | | |
|----|-----------------------------|----------------------|
| a. | 3/4 inch tap | 525.00 |
| b. | 1 inch tap | 575.00 |
| c. | 2 inch tap | Cost of installation |
| d. | 3 inch tap (compound meter) | Cost of installation |
| e. | 4 inch tap (compound meter) | Cost of installation |
| f. | 6 inch tap (compound meter) | Cost of installation |
| g. | Fire Line Tap | |
| | 6" - 2,000.00 | |
| | 8" - 2,500.00 | |
| | 10" - 3,000.00 | |
| h. | Impact Main Line Tap | |
| | 6" - 2,000.00 | |
| | 8" - 2,500.00 | |
| | 10" - 3,000.00 | |

| | | |
|-----------|---|-----------|
| F. | <u>Sewer Taps</u> | |
| a. | 4 inch tap | 250.00 |
| b. | 6 inch and above tap | 2,000.00 |
| G. | <u>Paving Cuts</u> | |
| a. | Asphalt Cut - \$250.00 for the first 80 square feet Thereafter \$250 plus \$3.25 per square foot | |
| b. | Concrete Cut - \$350.00 for the first 100 square feet Thereafter \$350 plus \$15 per square foot | |
| H. | <u>Curb Stop or Meter Damage</u> | 100.00 |
| I. | <u>Ambulance Charges</u> | |
| a. | ALS Non Emergency | 750.00 |
| b. | ALS Emergency | 875.00 |
| c. | BLS Non Emergency | 375.00 |
| d. | BLS Emergency | 500.00 |
| e. | ALS Level 2 | 950.00 |
| f. | Specialty Care Transport | 950.00 |
| g. | Mileage – per mile | 13.50 |
| h. | Waiting Time – per half hour | 37.50 |
| i. | City of Roscoe (annual) | 20,033.40 |
| J. | <u>Swimming Pool Charges</u> | |
| a. | Daily admission | 2.00 |
| b. | Private party for 2 hour period | |
| (1) | 1-24 people | 75.00 |
| (2) | 25-49 people | 100.00 |
| (3) | 50-99 people | 125.00 |
| (4) | 100-149 people | 150.00 |
| (5) | 150-300 people | 200.00 |

- | | | |
|----|--|--------|
| c. | Family night | |
| | (1) 3 or more family members – per family | 6.00 |
| | (2) Less than 3 family members – per person | 2.00 |
| d. | Season pass | |
| | (1) Family | 150.00 |
| | (2) Individual | 50.00 |
| | (3) Replacement of lost season pass | 1.00 |
| e. | Monthly pass | |
| | (1) Family | 50.00 |
| | (2) Individual | 25.00 |
| | (3) Replacement of lost monthly pass | 1.00 |
| f. | Children's nursery | |
| | This fee is only for those nurseries that provide their own certified life-guard (lifeguard must meet pool life-guard qualifications) plus additional individuals to supervise the younger children. Fee per child. | |
| | | .50 |
| g. | Swimming lessons | |
| | The local chapter of the Red Cross may conduct swimming lessons and receive proceeds from these lessons. The Chapter must provide their own instructors. The fee shall be subject to review and approved by the City Commission of the City of Sweetwater. | |
| h. | Extra pool oriented programs | |
| | 1. The City of Sweetwater will receive one-half (50%) of the fee charged for the extra programs. The other one-half (50%) of the fee will be received by the instructor(s). | |
| | (a) Senior citizen adapted aquatics on senior citizen night. | 1.00 |
| | (b) Water dynamics or aerobics class on Friday night. Per participant | 1.00 |
| | (c) Parent/Tot swim class in a six (6) week session, meeting eleven (11) times. Per six-week session. | 30.00 |
| | (d) Private group and individual lessons | |

| | | |
|-----|---------------------|-------|
| (1) | Tuesday thru Friday | 20.00 |
| (2) | Three (3) days | 18.00 |
| (3) | Two (2) days | 15.00 |
| (4) | One (1) day | 10.00 |

III. MISCELLANEOUS FEES AND REVENUES

A. Planning and Zoning Commission. Flat fee 300.00

B. Board of Adjustment. Flat fee 200.00

C. Reproduction work

| | |
|--------------------------------------|-------|
| 1. Copies per page | .10 |
| 2. Accident reports | 6.00 |
| 3. Certified copy of accident report | 8.00 |
| 4. Computer run per page | .50 |
| 5. DVD | 25.00 |
| 6. Fingerprints | 10.00 |

D. Open Records request will be billed according to the Texas Administrative Code Fee Schedule

E. Publications

| | |
|--|-------|
| 1. Annual Operating Budget, per page. Cost may be waived by City Manager | .10 |
| 2. Comprehensive Annual Financial Report, per page. Cost may be waived by City Manager | .10 |
| 3. Ordinances, per page. Cost may be waived by City Manager | .10 |
| 4. Copy of Code of Ordinances | 85.00 |
| 5. For each supplement to Code | 30.00 |

F. Cemetery Lot Sales

| | |
|-----------------------------------|--------|
| 1. Regular grave space | 250.00 |
| 2. Baby land grave space, 3' x 4' | 75.00 |
| 3. Interment fee | 50.00 |

G. Lake Lot Lease and Fees

| | |
|---|-----------------|
| 1. Lake Lot Lease, Annual | \$675.00 |
| a. 10% late fee if paid between May 20 and June 20 | |
| b. 20% late fee if paid between June 21 and June 30 | |
| 2. Lake Lot Transfer Fee | 750.00 |
| 3. Lake Lot Inspection Fees (A one-time fee will be charged per applicable request) | |
| a. Locate boundaries | 75.00 |
| b. Water well requests | 25.00 |
| c. Septic system | 25.00 |
| d. Fencing | 25.00 |
| e. New construction to existing structure | 25.00 |
| f. New construction-rebuild or move new structure | 25.00 |

H. Fax Service (Not official business)

| | |
|---------------------------------------|-------------|
| 1. Send – 1st page | 5.00 |
| 2. Send – each additional page | 1.00 |
| 3. Receive – per page | 2.00 |

I. Lot Mowing and Cleaning Fees

| | |
|--|--------------|
| 1. Administrative Charge | 75.00 |
| 2. Mowing Labor Charge – per hour | 15.00 |
| 3. Tractor Shredder – per hour | 3.00 |
| 4. Hand Mowing Equipment – per hour | 1.00 |
| 5. Cleanup Labor Charge – per hour | 15.00 |
| 6. Hauling Charge – per hour | 18.00 |

| | |
|--|--------|
| 7. Landfill Charge (per cubic yard) | 6.90 |
| 8. Securing Structure Labor – per hour plus material costs | 15.00 |
| 9. Structure Demolition Labor – per hour | 15.00 |
| 10. Heavy Equipment Charge – per hour | 3.00 |
| 11. Dump Truck Charge – per hour | 3.00 |
| J. Street or Alley Closure Application Fee | 250.00 |
| K. Wrecker Administration Fee per TDLR rules and regulations | 10.00 |
| L. Alarm Fees | |
| 1. Commercial/business (annual fee) (Governmental entities are exempt) | 50.00 |
| 2. Residential (annual fee) (Individuals 65 years of age or older are exempt) | 30.00 |
| 3. Penalties related to false alarms and noncompliance | |
| (a) Fee for each false burglary alarm in the preceding 12-month period: | |
| (1) 4 to 5 false burglary alarms | 50.00 |
| (2) 6 to 8 false burglary alarms | 75.00 |
| (3) After 8 false burglary alarms | 100.00 |
| (b) Fee for each false robbery alarm in the preceding 12-month period: | |
| (1) 4 to 7 false robbery alarms | 75.00 |
| (2) After 7 false robbery alarms | 100.00 |
| (c) Fee for each false panic/duress alarm in the preceding 12-month period: | |
| (1) 4 to 7 false panic/duress alarms | 75.00 |
| (2) After 7 false panic/duress alarms | 100.00 |

- | | |
|--|--------|
| 4. Penalties for providing the wrong permit information to responding agencies | 50.00 |
| 5. Penalty for failure to provide a responder within 30 minutes when requested by law enforcement authority | 50.00 |
| 6. A permit holder shall pay a fee assessed under this section within 30 days after receipt of notice of assessment or be subject to a 10% penalty fee | |
| 7. Sec. 4-26. Fee to reinstate a permit | 100.00 |

M. Game Room License and Fees

- | | |
|---|---------------------|
| 1. Annual Game Room License and Inspection | 2,500.00 |
| 2. Annual Occupation Tax Maximum 30 machines | \$15.00 per machine |

ATTACHMENT D

Interlocal Agreement

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NOLAN

§

§

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF SWEETWATER
AND
SWEETWATER ENTERPRISE FOR ECONOMIC DEVELOPMENT-MUNICIPAL
DEVELOPMENT DISTRICT**

This Interlocal Agreement ("ILA") Between the City of Sweetwater, a municipal corporation, situated in Nolan County, Texas, acting by and through its City Manager, (hereinafter referred to as "City"), and the Sweetwater Enterprise for Economic Development-Municipal Development District, a political subdivision of the State of Texas (hereinafter referred to as the "SEED" or the "District"), acting by and through its President and in accordance with Texas Local Government Code Chapter 377, pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the "Effective Date"). The City and the District are collectively referred to herein as the "Parties" and are each a "Party".

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and,

WHEREAS, the Parties desire to enter into this ILA to maximize efficiency and minimize costs in the development of water supply facilities within the City's water service area in a manner that will mutually benefit the Parties and serve a public purpose; and,

WHEREAS, the Parties hereby find that it is in the best interest of the Parties to share in the provision of fiscal, personnel, and professional services to achieve the development of water supply facilities within the City's water service area under the terms stated herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

ARTICLE 1. PURPOSE

The purpose of this ILA is to define the fiscal, personnel, and professional services to be provided by the City and District for the designing, engineering, permitting, constructing, and installing water supply facilities that mutually benefit the Parties and serve a public purpose, and more specifically detailed in Exhibit A.

ARTICLE 2. TERM

The initial term of this Agreement begins upon approval of this ILA by the governing bodies of the Parties and execution by their respective designees, and such initial term shall expire on September 30, 2021. The ILA shall automatically renew on October 1 of each calendar year, unless terminated as provided in this ILA, and run concurrently with the City's fiscal year, so long as the funds required hereunder are approved and appropriated by the governing bodies of the Parties.

ARTICLE 3. PROJECT MANAGEMENT AND FUNDING

- A. The City, as the Party responsible for owning and maintaining the City's water supply distribution system as expanded by the projects stated in Exhibit A, shall be responsible for providing engineering and staff support services to oversee the bidding, designing, permitting, constructing, and installing the projects stated in Exhibit A.
- B. The District, having determined by a vote of its Board of Directors at a duly called meeting that the projects stated in Exhibit A constitute water supply facilities that further a public purpose of the City, and which will ultimately promote new or expanded business development within the City, the District shall be responsible for sharing legal fees with the City related to the negotiation and preparation of the necessary agreements between the City and Georgia-Pacific as well as funding the engineering, designing, permitting, constructing, and installing said projects at the direction of its governing body, in an amount up to, but not to exceed, in aggregate, TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,500,000.00), less the TWELVE THOUSAND TWO HUNDRED TWENTY NINE DOLLARS AND SEVENTY FIVE CENTS (\$12,229.75), already provided by the District to the City.
- C. The District shall provide such funds from current revenues available to it.

ARTICLE 4. TERMINATION AND AMENDMENTS

- A. Either Party may terminate this ILA in whole or in part hereto whenever such termination is found to be in the best interest of either Party; provided, however, that so long as the City performs its obligations under Article 3(A), above, then the District will not terminate this ILA. Termination shall be effected by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.
- B. Either Party can request an amendment to this ILA by giving thirty (30) days written notice. The amendment becomes effective only by the approval and signature of both Parties.
- C. Notwithstanding Article 4(B) above, Exhibit A may be amended by an affirmative vote of the governing bodies of both Parties to include additional projects at the discretion of each Party.

- D. In the event of termination, all costs incurred through the date of termination will be paid within thirty (30) days of request for reimbursement or payments.
- E. All notices pursuant to this ILA shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

If to the City:

City Manager
City of Sweetwater
200 E. 4th Street
Sweetwater, Texas 79556

If to SEED:

Sweetwater Enterprise for Economic Development-
Municipal Development District

Sweetwater, Texas _____

ARTICLE 5. GOVERNING LAW

The laws of the State of Texas shall govern this ILA and all obligations hereunder of the Parties are performable in Sweetwater, Texas. Venue for any legal proceeding is Nolan County, Texas.

ARTICLE 6. NON-ASSIGNMENT

This ILA shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns. Neither the City nor SEED shall assign any duty of this ILA, excepting those already identified herein, without written consent of the other.

ARTICLE 7. SEVERABILITY

Should any provisions of this ILA for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

ARTICLE 8. ENTIRETY OF AGREEMENT

This is the entire agreement between the Parties and no modification of this ILA shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF THE CITY OR SEED HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS ILA, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE GOVERNING BODY OF THE CITY OF SWEETWATER OR SEED BOARD OF DIRECTORS.

ARTICLE 9. OFFICIALS NOT TO BENEFIT

No public official of the governing body of the City or SEED who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the ILA which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this ILA or proceeds thereof.

ARTICLE 10. NO WAIVER

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this ILA. This ILA shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the District shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this ILA except as specifically provided herein or by law.

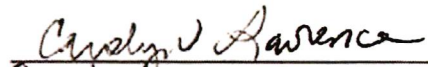
Neither Party waives or relinquishes any immunity or defense on behalf of itself, its board members, councilmembers, officers, employees, and agents as a result of the execution of this ILA and the performance of the covenants and agreements contained herein.

ARTICLE 11. AGREEMENT

This ILA shall constitute the sole agreement between the City and SEED relating to the object of this ILA and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this ILA are of no force and effect.

WITNESS our hands to this AGREEMENT this 23rd of December, 2020

SEED



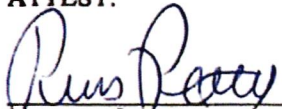
Carolyn Lawrence, President

CITY




Jim McKenzie, Mayor

ATTEST:



Russ Petty, Secretary/Treasurer

ATTEST:



Patty Torres, City Secretary

Exhibit A

- A. Fund the designing, engineering, permitting, constructing, and installing of any and all water pipelines and all other related facilities necessary to connect the City's water distribution system to Georgia-Pacific Gypsum LLC's facility located at U.S. Interstate 20 and east of County Road 1856.**




ENH **ENPROTEC/HIBBS & TODD, INC.**
 ENVIRONMENTAL AND CIVIL ENGINEERING
 2000 E. Highway 100, Suite 100
 Houston, Texas 77057
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EXHIBIT A
 3915-23 12/21/2020

ATTACHMENT E

List of Necessary Improvements, Estimate of Probable Costs, and Designs

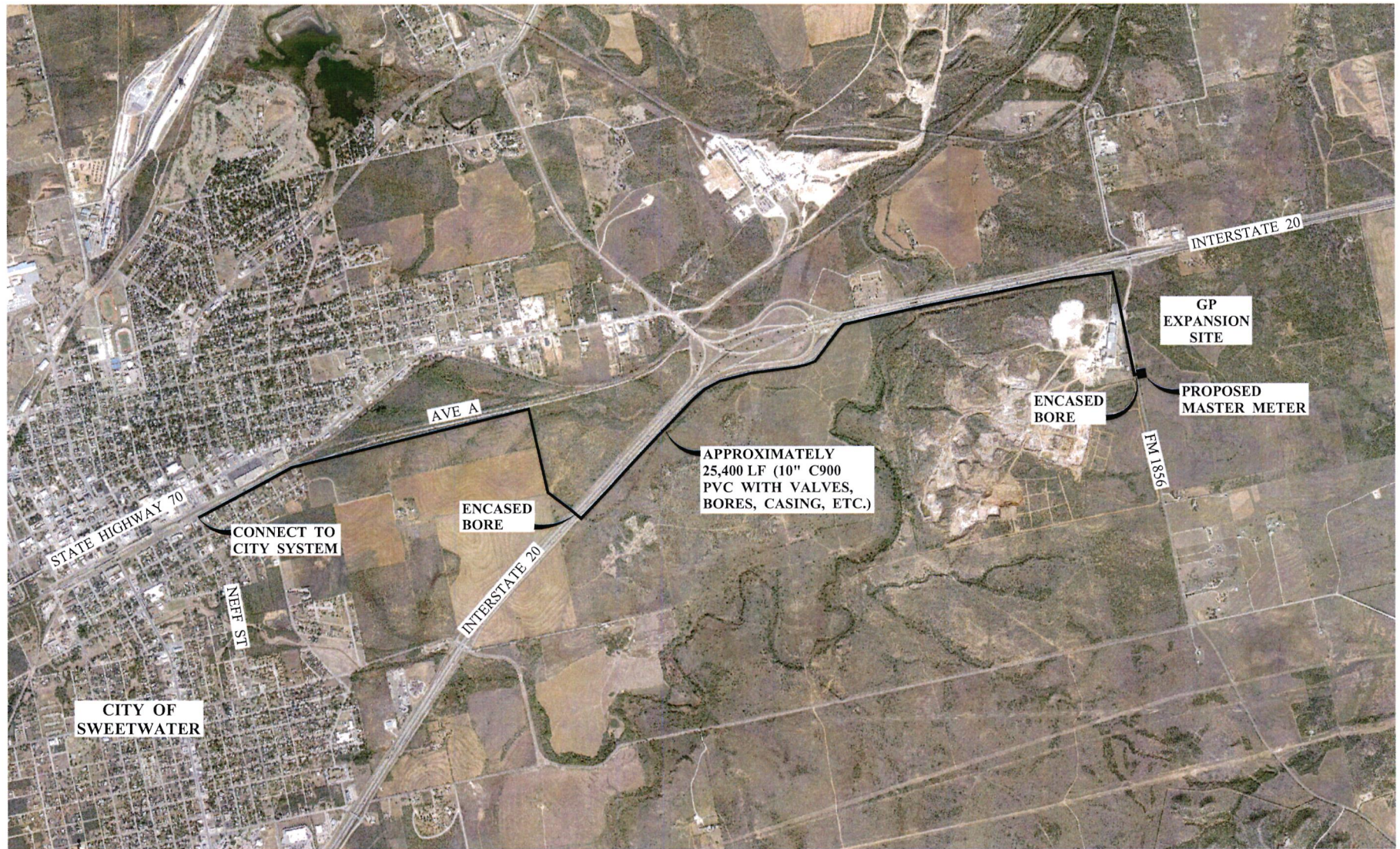
| DRAFT Opinion of Probable Construction Development Cost | | | | | |  |
|---|--|--------|------|------------------|-----------------|---|
| Project Water Line Replacement (Project Jupiter) | | | | By: SD | | |
| Project No. 3915-23 | | | | Date: 12/14/2020 | | |
| ITEM # | DESCRIPTION | QTY | UNIT | | | COMMENTS |
| | | | | Rate | AMOUNT | |
| 1 | Mobilization, Bonding & Insurance | 1 | LS | \$ 110,000 00 | \$ 110,000 00 | |
| 2 | Stormwater Pollution Prevention Plan | 1 | LS | \$ 25,000 00 | \$ 25,000 00 | |
| 3 | Traffic Control | 1 | LS | \$ 15,000 00 | \$ 15,000 00 | |
| 4 | Clearing | 1 | LS | \$ 25,000 00 | \$ 25,000 00 | |
| 5 | 10" C900 DR18 PVC Water Line by Open Cut | 25,600 | LF | \$ 60 00 | \$ 1,536,000 00 | |
| 6 | 12" HDPE DR11 Water Line by Direction Drilling (Creek Crossing) | 250 | LF | \$ 150 00 | \$ 37,500 00 | See Below |
| 7 | 10" C900 DR18 PVC Water Line within Encasement (I20 & Railroad Crossing) | 400 | LF | \$ 100 00 | \$ 40,000 00 | |
| 8 | 20" Steel Encasement (I-20) (Jack & Bore) | 400 | LF | \$ 225 00 | \$ 90,000 00 | |
| 9 | 18" Steel Encasement (FM 1856) | 80 | LF | \$ 175 00 | \$ 14,000 00 | |
| 10 | 10" Gate Valve | 20 | EA | \$ 5,000 00 | \$ 100,000 00 | |
| 11 | Pavement Repair | 1 | LS | \$ 50,000 00 | \$ 50,000 00 | |
| 12 | Trench Safety System | 25,000 | LF | \$ 1 00 | \$ 25,000 00 | |
| | | | | | | |
| | Subtotal | | | | \$2,068,000 | |
| | Contingencies (10%) | | | | \$206,800 | |
| | | | | | | |
| | Estimated Total Construction Cost (Rounded) | | | | \$2,275,000 | |
| | | | | | | |
| | Professional Engineering Fees / Additional Services / Acquisition (10%) | | | | \$225,000 | |
| | | | | | | |
| | Total Estimated Project Development Cost | | | | \$2,500,000 | |
| | | | | | | |

DISCLAIMER This opinion of probable construction cost is released under the authority of Sage Diller, Texas PE license number 96645 on December 14, 2020, and represents the design professional's best judgment. Enprotec / Hibbs & Todd, Inc. has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices; or over competitive bidding or market and industry conditions. Accordingly, Enprotec / Hibbs & Todd, Inc. cannot and does not guarantee that bids will not vary from this cost estimate.

This document is issued for interim review by Sage Diller, P.E. 96645 on December 14, 2020 and is not intended for construction, bidding, or permitting purposes.

Assumptions / Notes.

12" HDPE is required in order to match the ID of the C900 PVC water line
Creek crossing will be slick bored / directionally drilled



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 402 Cedar Street
 325-698-5560
 Abilene, Texas 79601
 PE Firm Registration No. 1151
 RQ Firm Registration No. 50103
 RPLS Firm Registration No. 10011900



1000 0 3000
 SCALE IN FEET

EXHIBIT A

3915-23

12/21/2020



200 0 500
SCALE IN FEET

EXHIBIT A

3915-23

12/21/2020



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