

RESOLUTION NO. 24-R-118

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE FIRST AMENDMENT TO THE WASTEWATER CCN TRANSFER AGREEMENT BETWEEN THE CITY OF SCHERTZ AND GREEN VALLEY SPECIAL UTILITY DISTRICT.

WHEREAS, Schertz and GVSUD entered into that certain Wastewater CCN Transfer Agreement as part of a Comprehensive Settlement Agreement for the resolution of outstanding litigation issues between the Parties; and

WHEREAS, the Parties caused the Wastewater CCN Transfer Agreement to be submitted to the Public Utility Commission of Texas for approval on May 7, 2024 after public notice, hearing and approval of the Comprehensive Settlement Agreement, including the Wastewater CCN Transfer Agreement, by the Parties' respective governing bodies; and

WHEREAS, the PUC administrative law judge Issued Order No. 2 finding the mapping submitted with the Wastewater CCN Transfer Agreement noncompliant with PUC technical requirements; and

WHEREAS, during the course of addressing the mapping deficiency, the Parties became aware that one of the two tracts to be transferred from Schertz wastewater CCN No. 20271 to GVSUD wastewater CCN No. 20973 was incorrectly referenced in the Wastewater CCN Transfer Agreement as containing 3.15 acres and that the CCN area containing that tract in fact consists of 3.92 acres; and

WHEREAS, the Parties wish to amend and correct the Wastewater CCN Transfer Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes this first amendment to the Wastewater CCN Transfer Agreement between the City of Schertz and Green Valley Special Utility District, as generally per the attached Exhibit "A".

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

**FIRST AMENDMENT TO
WASTEWATER CCN TRANSFER AGREEMENT
BETWEEN
THE CITY OF SCHERTZ AND
GREEN VALLEY SPECIAL UTILITY DISTRICT**

This FIRST AMENDMENT TO WASTEWATER CCN TRANSFER AGREEMENT (“Agreement”) is made and entered into by and between the City of Schertz, Texas, a Texas home rule municipality (“Schertz”) and Green Valley Special Utility District, a special utility district created pursuant to Chapter 65 of the Texas Water Code (“GVSUD”). Schertz and GVSUD are each a “Party” and are, collectively, the “Parties.”

RECITALS

WHEREAS, Schertz and GVSUD entered into that certain Wastewater CCN Transfer Agreement as part of a Comprehensive Settlement Agreement for the resolution of outstanding litigation issues between the Parties; and

WHEREAS, the Parties caused the Wastewater CCN Transfer Agreement to be submitted to the Public Utility Commission of Texas for approval on May 7, 2024 after public notice, hearing and approval of the Comprehensive Settlement Agreement, including the Wastewater CCN Transfer Agreement, by the Parties’ respective governing bodies; and

WHEREAS, the PUC administrative law judge Issued Order No. 2 finding the mapping submitted with the Wastewater CCN Transfer Agreement noncompliant with PUC technical requirements; and

WHEREAS, during the course of addressing the mapping deficiency, the Parties became aware that one of the two tracts to be transferred from Schertz wastewater CCN No. 20271 to GVSUD wastewater CCN No. 20973 was incorrectly referenced in the Wastewater CCN Transfer Agreement as containing 3.15 acres and that the CCN area containing that tract in fact consists of 3.92 acres; and

WHEREAS, the Parties wish to amend and correct the Wastewater CCN Transfer Agreement.

NOW, THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

FIRST AMENDMENT

- A. The Parties hereby delete Section 3 of the Wastewater CCN Transfer Agreement and replace Section 3 in its entirety to provide as follows:

3. **Schertz Transfer to GVSUD.** In accordance with TWC § 13.248, but at all times subject to the approval of the PUC, Schertz transfers and conveys to GVSUD, and GVSUD accepts from Schertz, an approximate 8.17-acre portion of Schertz wastewater CCN No. 20271, consisting of a contiguous area of approximately 4.25 acres and a second contiguous area of approximately 3.92 acres, such tracts consisting of two tracts within Schertz' CCN service area on Trainer Hale Road and Schmidt Craft Lane as specified in **Attachment 2**, and the Parties hereby agree to the modification of the boundaries of their wastewater CCNs to reflect this transfer. GVSUD and Schertz agree that the wastewater CCN service area to be transferred from Schertz to GVSUD does not include any current wastewater customers of Schertz. GVSUD and Schertz further agree that no existing wastewater facilities or appurtenances are to be transferred from Schertz to GVSUD.
- B. The mapping including as Attachment 2 to the Wastewater CCN Transfer Agreement is deleted and replaced in its entirety with the mapping attached to this First Amendment to the Wastewater CCN Transfer Agreement to reflect the accurate acreage of Schertz sewer CCN No. 20271 service area to be transferred from Schertz to GVSUD.
- C. The Parties do not intend any additional revisions to the Wastewater CCN Transfer Agreement. Except as specifically modified by Sections A and B of this First Amendment to the Wastewater CCN Transfer Agreement, the Parties intend that Wastewater CCN Transfer Agreement remain in full force and effect.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Wastewater CCN Transfer Agreement in multiple copies, each of which shall constitute an original, with an Effective Date of the date on which this Agreement is executed by the last to sign of GVSUD or Schertz.

CITY OF SCHERTZ, TEXAS

By: _____
Steve Williams, City Manager

Date: _____

Attest: _____
Sheila Edmonson,
Interim City Secretary

GREEN VALLEY SPECIAL UTILITY
DISTRICT

By: _____
Phillip K. Gage, General Manager

Date: _____

Attest: _____
John Frias
President, Board of Directors

Replacement Attachment 2

