



Control Number: 48746



Item Number: 1

Addendum StartPage: 0



# Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity (CCN)

Pursuant to 16 Texas Administrative Code (TAC) Chapter 24, Substantive Rules Applicable to Water and Sewer Service Providers, Subchapter G: Certificates of Convenience and Necessity

## CCN Application Instructions

- I. COMPLETE:** In order for the Commission to find the application sufficient for filing, you should adhere to the following:
- Answer every question and submit all required attachments.
  - Use attachments or additional pages if needed to answer any question. If you use attachments or additional pages, reference their inclusion in the form.
  - Provide all mapping information as detailed in Part F: Mapping & Affidavits.
  - Provide any other necessary approvals from the Texas Commission on Environmental Quality (TCEQ), or evidence that a request for approval is being sought at the time of filing with the Commission.
- II. FILE:** Seven (7) copies of the completed application with numbered attachments. One copy should be filed with no permanent binding, staples, tabs, or separators; and 7 copies of the portable electronic storage medium containing the digital mapping data.
- SEND TO:** Public Utility Commission of Texas, Attention: Filing Clerk, 1701 N. Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326 (NOTE: Electronic documents may be sent in advance of the paper copy; however, they will not be processed and added to the Commission's on-line Interchange until the paper copy is received and file-stamped in Central Records.)
- III.** The application will be assigned a docket number, and an administrative law judge (ALJ) will issue an order requiring Commission Staff to file a recommendation on whether the application is sufficient. The ALJ will issue an order after Staff's recommendation has been filed:
- DEFICIENT (Administratively Incomplete):** Applicant will be ordered to provide information to cure the deficiencies by a certain date (usually 30 days from ALJ's order). *Application is not accepted for filing.*
  - SUFFICIENT (Administratively Complete):** Applicant will be ordered by the ALJ to give appropriate notice of the application using the notice prepared by Commission Staff. *Application is accepted for filing.*
- IV.** Once the Applicant issues notice, a copy of the actual notice sent (including any map) and an affidavit attesting to notice should be filed in the docket assigned to the application. Recipients of notice may choose to take one of the following actions:
- HEARING ON THE MERITS:** an affected party may request a hearing on the application. The request must be made within 30 days of notice. If this occurs, the application may be referred to the State Office of Administrative Hearings (SOAH) to complete this request.
  - LANDOWNER OPT-OUT:** A landowner owning a qualifying tract of land (25+ acres) may request to have their land removed from the requested area. The Applicant will be requested to amend its application and file new mapping information to remove the landowner's tract of land, in conformity with this request.
- V. PROCEDURAL SCHEDULE:** Following the issuance of notice and the filing of proof of notice in step 4, the application will be granted a procedural schedule for final processing. During this time the Applicant must respond to hearing requests, landowner opt-out requests, and requests for information (RFI). The Applicant will be requested to provide written consent to the proposed maps, certificates, and tariff (if applicable) once all other requests have been resolved.
- VI. FINAL RECOMMENDATION:** After receiving all required documents from the Applicant, Staff will file a recommendation on the CCN request. The ALJ will issue a final order after Staff's recommendation is filed.

### FAQ:

#### Who can use this form?

Any retail public utility that provides or intends to provide retail water or wastewater utility service in Texas.

#### Who is required to use this form?

A retail public utility that is an investor owned utility (IOU) or a water supply corporation (WSC) must use this form to obtain or amend a CCN prior to providing retail water or sewer utility service in the requested area.

#### What is the purpose of the application?

A CCN Applicant is required to demonstrate financial, managerial, and technical (FMT) capability to provide continuous and adequate service to any requested area. The questions in the application are structured to support an Applicant's FMT capabilities, consistent with the regulatory requirements.

PUBLIC UTILITY COMMISSION  
FILING CLERK  
2018 OCT -9 PM 2:59

1909

## Application Summary

**Applicant:** City of Marshall

**CCN No. to be amended:** 11064

or ☐ Obtain NEW CCN ☒ Water ☐ Sewer

**County(ies) affected by this application:** Harrison

**Dual CCN requested with:** \_\_\_\_\_

CCN No.: \_\_\_\_\_ (name of retail public utility)  
☐ Portion or ☐ All of requested area

**Decertification of CCN for:** \_\_\_\_\_

CCN No.: \_\_\_\_\_ (name of retail public utility)  
☐ Portion or ☐ All of requested area

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### Please mark the items included in this filing

<input type="checkbox"/> Partnership Agreement	Part A: Question 4
<input type="checkbox"/> Articles of Incorporation and By-Laws (WSC)	Part A: Question 4
<input type="checkbox"/> Certificate of Account Status	Part A: Question 4
<input type="checkbox"/> Franchise, Permit, or Consent letter	Part B: Question 7
<input checked="" type="checkbox"/> Existing Infrastructure Map	Part B: Question 8
<input type="checkbox"/> Customer Requests For Service in requested area	Part B: Question 9
<input type="checkbox"/> Population Growth Report or Market Study	Part B: Question 10
<input type="checkbox"/> TCEQ Engineering Approvals	Part B: Question 11
<input type="checkbox"/> Requests & Responses For Service to ½ mile utility providers	Part B: Question 12.B
<input type="checkbox"/> Economic Feasibility (alternative provider) Statement	Part B: Question 12.C
<input type="checkbox"/> Alternative Provider Analysis	Part B: Question 12.D
<input type="checkbox"/> Enforcement Action Correspondence	Part C: Question 16
<input checked="" type="checkbox"/> TCEQ Compliance Correspondence	Part D: Question 20
<input checked="" type="checkbox"/> Purchased Water Supply or Treatment Agreement	Part D: Question 23
<input type="checkbox"/> Rate Study (new market entrant)	Part E: Question 28
<input checked="" type="checkbox"/> Tariff/Rate Schedule	Part E: Question 29
<input checked="" type="checkbox"/> Financial Audit	Part E: Question 30
<input type="checkbox"/> Application Attachment A & B	Part E: Question 30
<input checked="" type="checkbox"/> Capital Improvement Plan	Part E: Question 30
<input type="checkbox"/> Disclosure of Affiliated Interests	Part E: Question 31
<input checked="" type="checkbox"/> Detailed (large scale) Map	Part F: Question 32
<input checked="" type="checkbox"/> General Location (small scale) Map	Part F: Question 32
<input checked="" type="checkbox"/> Digital Mapping Data	Part F: Question 32
<input checked="" type="checkbox"/> Signed & Notarized Affidavit	Page 12



**Part A: Applicant Information**

1. A. Name: City of Marshall

(individual, corporation, or other legal entity)

☐

Individual

☐

Corporation

☐

WSC

☒

Other:

Municipality

B. Mailing Address: 605 East End Blvd.

Marshall, TX 75671

Phone No.: (903) 935-4485

Email: jchughes@marshalltexas.net

C. Contact Person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant, or other title.

Name: Joey Scott

Title: Project Designer

Mailing Address: 2126 Alpine St. Longview, TX 75601

Phone No.: (903) 758-2010

Email: Joey@hayesengineering.net

2. If the Applicant is someone other than a municipality, is the Applicant currently paid in full on the Regulatory Assessment Fees (RAF) remitted to the TCEQ?

☐

Yes

☐

No

☒

N/A

3. If the Applicant is an Investor Owned Utility (IOU), is the Applicant current on Annual Report filings with the Commission?

☐

Yes

☐

No

If no, please state the last date an Annual Report was filed: \_\_\_\_\_

4. The legal status of the Applicant is:

☐

Individual or sole proprietorship

☐

Partnership or limited partnership (*attach* Partnership agreement)

☐

Corporation:

Charter number (recorded with the Texas Secretary of State): \_\_\_\_\_

☐

Non-profit, member-owned, member controlled Cooperative Corporation [Article 1434(a) Water Supply or Sewer Service Corporation, incorporated under TWC Chapter 67]

Charter number (as recorded with the Texas Secretary of State): \_\_\_\_\_

☐

Articles of Incorporation and By-Laws established (*attach*)

☒

Municipally-owned utility

☐

District (MUD, SUD, WCID, FWSD, PUD, etc.)

☐

County

☐

Affected County (a county to which Subchapter B, Chapter 232, Local Government Code, applies)

☐

Other (please explain): \_\_\_\_\_

5. If the Applicant operates under an assumed name (i.e., any d/b/a), provide the name below:

Name: City of Marshall

**Part B: Requested Area Information**

6. Provide details on the existing or expected land use in the requested area, including details on requested actions such as dual certification or decertification of service area.

The expected land use in the proposed area is already developed and being served by the City of Marshall due to being in the city limits.

7. The requested area (check all applicable):

- ☒ Currently receives service from the Applicant ☐ Is being developed with no current customers  
☐ Overlaps or is within municipal boundaries ☐ Overlaps or is within district boundaries

Municipality: City of Marshall District: \_\_\_\_\_

Provide a copy of any franchise, permit, or consent granted by the city or district. If not available please explain:

N/A - City of Marshall is the applicant

8. Describe the circumstances (economic, environmental, etc.) driving the need for service in the requested area:

The City of Marshall desires to amend its CCN area description that will include its current customer base as well as extend its services outside its city limits which will expand their existing service area.

9. Has the Applicant received any requests for service within the requested area?

☐ Yes\* ☒ No \*Attach copies of all applicable requests for service and show locations on a map

10. Is there existing or anticipated growth in the requested area?

☐ Yes\* ☒ No \*Attach copies of any reports and market studies supporting growth

11. A. Will construction of any facilities be necessary to provide service to the requested area?

☐ Yes\* ☒ No \*Attach copies of TCEQ approval letters

B. Date Plans & Specifications or Discharge Permit App. submitted to TCEQ: \_\_\_\_\_

C. Summarize an estimated timeline for construction for any required facilities to serve the requested area:

N/A - The City of Marshall already has water lines in the requested areas.

D. Describe the source and availability of funds for any required facilities to serve the requested area:

The City of Marshall already has facilities in the requested areas due to being inside the city limits.

**Note: Failure to provide applicable TCEQ construction or permit approvals, or evidence showing that the construction or permit approval has been filed with the TCEQ may result in the delay or possible dismissal of the application.**

12. A. If construction of a physically separate water or sewer system is necessary, provide a list of all retail public water and/or sewer utilities within one half mile from the outer boundary of the requested area below:

N/A

B. Did the Applicant request service from each of the above water or sewer utilities?

☐

Yes\*

☒

No

\*Attach copies of written requests and copies of the written response

C. Attach a statement or provide documentation explaining why it is not economically feasible to obtain retail service from the water or sewer retail public utilities listed above.

D. If a neighboring retail public utility agreed to provide service to the requested area, attach documentation addressing the following information:

- (A) A description of the type of service that the neighboring retail public utility is willing to provide and comparison with service the applicant is proposing;
- (B) An analysis of all necessary costs for constructing, operating, and maintaining the new facilities for at least the first five years of operations, including such items as taxes and insurance; and
- (C) An analysis of all necessary costs for acquiring and continuing to receive service from the neighboring retail public utility for at least the first five years of operations.

13. Explain the effect of granting the CCN request on the Applicant, any retail public utility of the same kind serving in the proximate area, and any landowners in the requested area. The statement should address, but is not limited to, regionalization, compliance, and economic effects.

The City of Marshall will benefit by adding the proposed area and its customers. No other retail public utility is currently serving the proposed areas. Landowners within the area description will benefit by receiving a safe and reliable water sources and service.

**Part C: CCN Obtain or Amend Criteria Considerations**

14. Describe the anticipated impact and changes in the quality of retail utility service for the requested area:

The City of Marshall already serves the majority of the proposed area, there will be minimal impact and no impact to the quality of service.

15. Describe the experience and qualifications of the Applicant in providing continuous and adequate retail service:

The City of Marshall currently serves approximately 10,817 customers. The existing water treatment plant is rated to provide approximately 19 million gallons per day. The proposed service area's is used for residential use.

16. Has the Applicant been under an enforcement action by the Commission, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG), or the Environmental Protection Agency (EPA) in the past five (5) years for non-compliance with rules, orders, or state statutes?

☐ Yes\* ☒ No

\*Attach copies of any correspondence with the applicable regulatory agency concerning any enforcement actions, and attach a description of any actions or efforts the Applicant has taken to comply with these requirements.

17. Explain how the environmental integrity of the land will or will not be impacted or disrupted as a result of granting the CCN as requested:

There will be no impact because the City of Marshall already serves the proposed area.

18. Has the Applicant made efforts to extend retail water or sewer utility service to any economically distressed area located within the requested area?

Yes, due to the proposed area being requested is in the city limits.

19. List all neighboring water or sewer retail public utilities, cities, districts (including ground water conservation districts), counties, or other political subdivisions (including river authorities) providing the same service located within two (2) miles from the outer boundary of the requested area:

Cypress Valley WSC, Leigh WSC, Blocker Crossroads WSC, Gill WSC, Talley WSC, City of Scottsville.

**Part D: TCEQ Public Water System or Sewer (Wastewater) Information**

20. A. Complete the following for all Public Water Systems (PWS) associated with the Applicant's CCN:

TCEQ PWS ID:	Name of PWS:	Date of TCEQ inspection*:	Subdivisions served:
1020002	City of Marshall	4/19/2018	

\*Attach evidence of compliance with TCEQ for each PWS

- B. Complete the following for all TCEQ Water Quality (WQ) discharge permits associated with the Applicant's CCN:

TCEQ Discharge Permit No:	Date Permit expires:	Date of TCEQ inspection*:	Subdivisions served:
WQ-			
WQ-			
WQ-			
WQ-			

\*Attach evidence of compliance with TCEQ for each Discharge Permit

- C. The requested CCN service area will be served via: PWS ID: 1020002  
WQ - 600337612

21. List the number of existing connections for the PWS & Discharge Permit indicated above (Question 20. C.):

Water				Sewer	
	Non-metered	465	2"		Residential
8,837	5/8" or 3/4"	20	3"		Commercial
1,459	1"	22	4"		Industrial
	1 1/2"	14	Other		Other
Total Water Connections:		10,817		Total Sewer Connections:	

22. List the number of additional connections projected for the requested CCN area:

Water				Sewer	
	Non-metered		2"		Residential
	5/8" or 3/4"		3"		Commercial
	1"		4"		Industrial
	1 1/2"		Other		Other
Total Water Connections:				Total Sewer Connections:	

23. A. Will the system serving the requested area purchase water or sewer treatment capacity from another source?

☒ Yes\*

☐ No

\*Attach a copy of purchase agreement or contract. (SEE ATTACHMENT C)

Capacity is purchased from:

Water: 5,000 acre-feet per annum

Sewer: \_\_\_\_\_

B. Are any of the Applicants PWS's required to purchase water to meet the TCEQ's minimum capacity requirements or TCEQ's drinking water standards?

☐ Yes

☒ No

C. What is the amount of supply or treatment purchased, per the agreement or contract? What is the percent of overall demand supplied by purchased water or sewer treatment (if any)?

Northeast Texas Municipal Water District Raw Water

	Amount in Gallons	Percent of demand
Water:	1,629,300,000	24%
Sewer:		0%

24. Does the PWS or sewer treatment plant have adequate capacity to meet the current and projected demands in the requested area?

☒ Yes

☐ No

25. List the name, class, and TCEQ license number of the operators that will be responsible for the operations of the water or sewer utility service provided to the requested area: (SEE ATTACHMENT D FOR LIST)

Name (as it appears on license)	Class	License No.	Water/Sewer

26. A. Are any improvements required for the existing PWS or sewer treatment plant to meet TCEQ or Commission standards?

☐ Yes

☒ No

B. Provide details on each required major capital improvement necessary to correct deficiencies to meet the TCEQ or Commission standards (attach any engineering reports or TCEQ approval letters):

Description of the Capital Improvement:	Estimated Completion Date:	Estimated Cost:

27. Provide a map (or maps) showing all facilities for production, transmission, and distribution, and the location of existing or proposed customer connections, in the requested area. Facilities should be identified on subdivision plats, engineering planning maps, or other large scale maps. Color coding can be used, and is encouraged, to distinguish types of facilities.

### Part E: Financial Information

28. If the Applicant seeking to obtain a CCN for the first time is an Investor Owned Utility (IOU) and under the original rate jurisdiction of the Commission, a proposed tariff must be attached to the application. The proposed rates must be supported by a rate study, which provides all calculations and assumptions made. Once a CCN is granted, the Applicant must submit a rate filing package with the Commission within 18 months from the date service begins. The purpose of this rate filing package is to revise a utility's tariff to adjust the rates to a historic test year and to true up the new tariff rates to the historic test year. It is the Applicant's responsibility in any future rate proceeding to provide written evidence and support for the original cost and installation date of all facilities used and useful for providing utility service. Any dollar amount collected under the rates charged during the test year in excess of the revenue requirement established by the Commission during the rate change proceeding shall be reflected as customer contributed capital going forward as an offset to rate base for ratemaking purposes.

29. If the Applicant is an existing IOU, please attach a copy of the current tariff and indicate:

A. Effective date for most recent rates: 10/27/2016

B. Was notice of this increase provided to the Commission or a predecessor regulatory authority?

☐ No ☐ Yes

Application or Docket Number: \_\_\_\_\_

C. If notice was not provided to the Commission, please explain why ( ex: rates are under the jurisdiction of a municipality)

Rates are under the jurisdiction of a municipality.

**If the Applicant is a Water Supply or Sewer Service Corporation (WSC/SSC) and seeking to obtain a CCN, attach a copy of the current tariff.**

30. **Financial Information**

Applicants must provide accounting information typically included within a balance sheet, income statement, and statement of cash flows. If the Applicant is an existing retail public utility, this must include historical financial information and projected financial information. However, projected financial information is only required if the Applicant proposes new service connections and new investment in plant, or if requested by Commission Staff. If the Applicant is a new market entrant and does not have its own historical balance sheet, income statement, and statement of cash flows information, then the Applicant should establish a five-year projection.

**Historical Financial Information may be shown by providing any combination of the following that includes necessary information found in a balance sheet, income statement, and statement of cash flows:**

1. Completed Appendix A;
2. Documentation that includes all of the information required in Appendix A in a concise format; or
3. Audited financial statements issued within 18 months of the application filing date. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

**Projected Financial Information** may be shown by providing any of the following:

1. Completed Appendix B;
2. Documentation that includes all of the information required in Appendix B in a concise format;
3. A detailed budget or capital improvement plan, which indicates sources and uses of funds required, including improvements to the system being transferred; or
4. A recent budget and capital improvements plan that includes information needed for analysis of the operations test for the system being transferred and any operations combined with the system. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

31. Attach a disclosure of any affiliated interest or affiliate. Include a description of the business relationship between all affiliated interests and the Applicant.

**DO NOT INCLUDE ATTACHMENTS A OR B IF LEFT BLANK**

**Part F: Mapping & Affidavits**

32. Provide the following mapping information with each of the seven (7) copies of the application:
1. A general location (small scale) map identifying the requested area in reference to the nearest county boundary, city, or town. The Applicant should adhere to the following guidance:
    - i. If the application includes an amendment for both water and sewer certificated service areas, separate maps must be provided for each.
    - ii. A hand drawn map, graphic, or diagram of the requested area is not considered an acceptable mapping document.
    - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
  2. A detailed (large scale) map identifying the requested area in reference to verifiable man-made or natural landmarks such as roads, rivers, and railroads. The Applicant should adhere to the following guidance:
    - i. The map should be clearly labeled and the outer boundary of the requested area should be marked in reference to the verifiable man-made or natural landmarks. These verifiable man-made and/or natural landmarks must be labeled and marked on the map as well.
    - ii. If the application includes an amendment for both water and sewer certificated service area, separate maps need to be provided for each.
    - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
  3. One of the following identifying the requested area:
    - i. A metes and bounds survey sealed or embossed by either a licensed state land surveyor or a registered professional land surveyor. Please refer to the mapping guidance in part 2 (above);



- ii. A recorded plat. If the plat does not provide sufficient detail, Staff may request additional mapping information. Please refer to the mapping guidance in part 2 (above); or
- iii. Digital mapping data in a shapefile (SHP) format georeferenced in either NAD 83 Texas State Plane Coordinate System (US Feet) or in NAD 83 Texas Statewide Mapping System (Meters). The digital mapping data shall include a single, continuous polygon record. The following guidance should be adhered to:
  - a. The digital mapping data must correspond to the same requested area as shown on the general location and detailed maps. The requested area must be clearly labeled as either the water or sewer requested area.
  - b. A shapefile should include six files (.dbf, .shp, .shx, .sbx, .sbn, and the projection (.prj) file).
  - c. The digital mapping data shall be filed on a data disk (CD or USB drives), clearly labeled, and filed with Central Records. Seven (7) copies of the digital mapping data is also required.

#### Part G: Notice Information

The following information will be used to generate the proposed notice for the application.  
DO NOT provide notice until the application is deemed sufficient for filing and the Applicant is ordered to provide notice.

33. Complete the following using verifiable man-made and/or natural landmarks such as roads, rivers, or railroads to describe the requested area (to be stated in the notice documents). Measurements should be approximated from the outermost boundary of the requested area:

The total acreage of the requested area is approximately: 15,127

Number of customer connections in the requested area: 1,124

The closest city or town: City of Marshall

Approximate mileage to closest city or town center: 1

Direction to closest city or town: North, East, & South

The requested area is generally bounded on the North by: Loop 390

on the East by: Cooks Rd.

on the South by: Interstate 20

on the West by: Pumpkin Center Rd.

34. A copy of the proposed map will be available at 605 East End Blvd. / Marshall, Tx / 75671 (903) 935-4485

**Applicant's Oath**

STATE OF TEXAS

COUNTY OF HARRISON

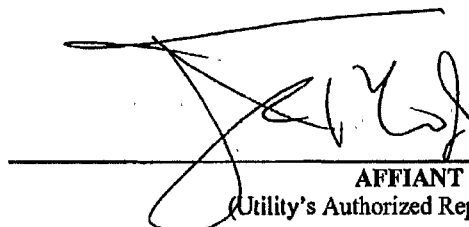
I, J.C. Hughes being duly sworn, file this application to  
obtain or amend a water or sewer CCN, as Public Works Director

(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further represent that the application form has not been changed, altered, or amended from its original form.

I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants within its certificated service area should its request to obtain or amend its CCN be granted.

  
AFFIANT  
(Utility's Authorized Representative)

CITY OF MARSHALL  
J.C. HUGHES  
PUBLIC SERVICES DIR

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas  
this day the 1st of October, 2018

SEAL





NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

Laurie Thompson  
PRINT OR TYPE NAME OF NOTARY

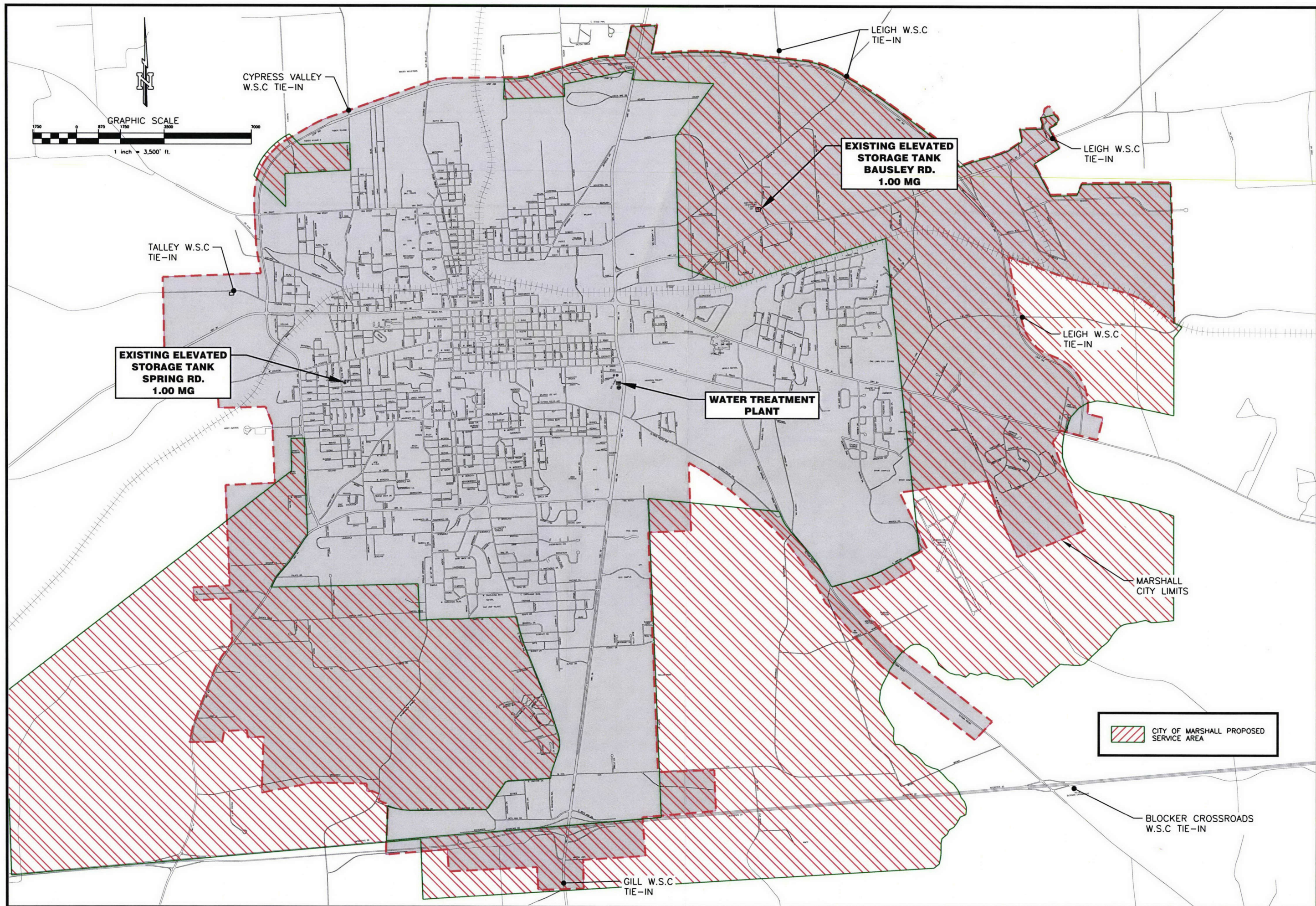
My commission expires: March 14, 2019

# **ATTACHMENT A**

Part B: Question 8

Existing Infrastructure Map





TREATED WATER  
FACILITIES LOCATION  
MAP

CITY OF MARSHALL  
WATER DISTRIBUTION SYSTEM MAP  
HARRISON COUNTY, TEXAS

**HAYES ENGINEERING, INC.**  
Texas Registered Engineering Firm F-1465  
2126 Alpine St. Longview, TX 75601-3401  
Tel: (903) 758-2010 • Fax: (903) 758-2099



DRAWN BY: J.T.S.  
CHECKED BY: S.R.H.  
DATE: OCT. 2018  
SCALE: 1"=3,500'  
JOB NO.: MA-18-10

SHEET  
**ATTACHMENT**  
**A**



**ATTACHMENT B**

Part D: Question 20

TCEQ Compliance Correspondence

(TCEQ Inspection)

**EXIT INTERVIEW FORM: Potential Violations and/or Records Requested**

<b>Regulated Entity/Site Name</b>	City of Marshall			<b>TCEQ Additional ID No. RN No. (Optional)</b>	PWS 1020002
<b>Investigation Type</b>	CCI	<b>Contact Made In-House (Y/N)</b>	Y	<b>Purpose of Investigation</b>	Ensure compliance w/ Public Drinking Water Regulations 30 TAC 290
<b>Regulated Entity Contact</b>	Nancy Pasel			<b>Telephone No.</b>	903-935-4485
<b>Title</b>	Treatment Superintendent			<b>Date Contacted</b>	04/19/2017
				<b>Fax No.</b>	npasel@marshalltexas.net
				<b>Date Faxed</b>	Via email

**NOTICE:** The information provided in this Note is intended to provide clarity to issues that have arisen to the date of this Note during the above investigation and *does not represent agency findings related to violations*. Any potential or alleged violations discovered after the date of this Note will be communicated by telephone to the regulated entity representative prior to the issuance of a notice of violation or enforcement. Conclusions drawn from this investigation, including additional violations or potential violations discovered (if any) during the course of this investigation, will be documented in the final investigation report.

Issue		For Records Request, identify the necessary records, the company contact and date due to the agency. For Alleged and Potential Violation issues, include the rule in question with the clearly described potential problem. Other type of issues: fully describe.	
No.	Type <sup>1</sup>	Rule Citation (if known) 30 TAC	Description of Issue
1	AV	290.111(h)	<p>Failure to properly complete surface water monthly operating reports (SWMOR). Public water systems must properly complete and submit periodic reports to demonstrate compliance with 30 TAC 111(h) regarding the 4-hour turbidity data on page 2. Page 3-5 of RG-211 (Monthly Testing and Reporting at Surface Water Treatment Plants—Revised May 2013) explains that the Turbidity data under the main heading of “Finished Water Quality” refers to combined filter effluent (CFE), which admittedly is confusing (often CFE and finished water are used interchangeably regarding turbidity, but not other parameters such as pH adjustment). RG-211 also defines CFE as follows: “The water produced by all of the filters at a surface water treatment plant after it has been blended. The CFE is the combined water from the individual-filter-effluent (IFE) streams. At most plants, CFE measurements are conducted on the water entering the clearwell—although, at plants with more than one clearwell fill line, the samples may need to be collected at the outlet of the clearwell. A plant must obtain our approval to use a CFE turbidity monitoring point that is not located on the clearwell fill line. The CFE is also frequently called “treated” or “finished” water.”</p> <p>During the investigation, conducted on 04/19/2017, the investigator documented that the 4-Hour turbidity data was from the lab tap that was sourced from the post-clearwell high service line instead of the pre-clearwell combined filter manifold.</p>

Note 1: Issue Type Can Be One or More of: AV (Alleged Violation), PV (Potential Violation), O (Other), or RR (Records Request)

COPIES: Original: for Regulated Entity Representative, Copy: TCEQ

(Note: use additional pages as necessary) Page 1 of 1



**City of Marshall – System ID #1020002 Compliance Schedule for Investigation # 1416191**

Track No.	Action to be Taken	Schedule for Completion
643994	Edit daily operational sheet to denote combined filter effluent turbidity readings from finished water turbidity readings. See attached blank and completed daily operational sheets.	June 28, 2017
		Complete June 30, 2017

**ATTACHMENT C**

Part D: Question 23

Purchased Water Supply Agreement



Bryan W. Shaw, Ph.D., *Chairman*  
Buddy Garcia, *Commissioner*  
Carlos Rubinstein, *Commissioner*  
Mark R. Vickery, P.G., *Executive Director*



**FILE COPY**

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

August 18, 2011

Martin C. Rochelle  
Lloyd Gosselink, Rochelle & Townsend, P.C.  
816 Congress Avenue, Suite 1900  
Austin, Tx 78701

RE: City of Marshall  
ADJ 4614  
CN600337612, RN103182424  
Application No. 04-4614B to Amend Certificate of Adjudication No. 04-4614  
Texas Water Code §11.122, Not Requiring Notice  
Cypress Creek, Cypress Creek Basin  
Harrison County, Texas

Dear Mr. Rochelle:

The draft amendment, subject to revision, and related technical memoranda for the referenced application are enclosed.

We are recommending that the application be granted in accordance with the enclosed draft. Please review the proposed amendment and provide comments by August 29, 2011, as after that date the amendment will be forwarded for final processing.

If you have questions concerning this application, please contact Esteban (Steve) Ramos at (512) 239-6538 or by e-mail at [steve.ramos@tceq.texas.gov](mailto:steve.ramos@tceq.texas.gov).

Sincerely,

A handwritten signature in cursive script, appearing to read "Kellye Rila".

Kellye Rila, Manager  
Water Rights Permitting Section  
Water Supply Division

Enclosures

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



AMENDMENT TO A  
CERTIFICATE OF ADJUDICATION

CERTIFICATE NO. 04-4614B

Type: §11.122

Owner: City of Marshall

Address: P.O. Box 698  
Marshall, Texas  
75671-0698

Filed May 11, 2011

Granted

Purpose Municipal

County Harrison

Watercourse: Cypress Creek

Watersheds: Cypress Creek Basin  
and Sabine River Basin

WHEREAS, Certificate of Adjudication No. 04-4614 authorizes the City of Marshall (the City or Owner) to divert and use not to exceed 16,000 acre-feet of water per year for municipal purposes within Harrison County located in both the Cypress Creek Basin and the Sabine River Basin from a point on Cypress Creek in the A. Abrams Survey No. 275, Abstract No. 25, Harrison County, Texas; and

WHEREAS, the time priority of the City's right is April 18, 1947 for the diversion of 7,558 acre-feet of water per year for municipal purposes at a maximum diversion rate of 15.00 cfs (6,750 gpm); and November 27, 1956 for an additional 8,442 acre-feet of water per year for municipal purposes at an additional diversion rate of 35.00 cfs (15,750 gpm); and

WHEREAS, the City is authorized an exempt interbasin transfer of not to exceed 16,000 acre-feet of water per year for municipal purposes from that portion of Harrison County located in the Cypress Creek Basin to that portion of Harrison County in the Sabine River Basin; and

WHEREAS, a Special Condition states all surplus water shall be returned to Cypress Creek; and

WHEREAS, the City has applied to amend Certificate of Adjudication No. 04-4614 to correct the description of the diversion point location, as the Certificate and the Final Determination inaccurately identify the survey in which the diversion point is located; and

WHEREAS, the City also seeks to correct the Special Condition which inaccurately identifies Cypress Creek as the location for the return of surplus water; and

WHEREAS, this application is subject to the obligations of the State of Texas pursuant to the terms of the Red River Compact; and

WHEREAS, the Texas Commission on Environmental Quality (Commission) finds that jurisdiction over the application is established; and

WHEREAS, the Executive Director recommends that a special condition should be included in the amendment; and

WHEREAS, no requests for a contested case hearing were received for this application; and

WHEREAS, the Commission has complied with the requirements of the Texas Water Code and Rules of the Texas Commission on Environmental Quality in issuing this amendment;

NOW, THEREFORE, this amendment to Certificate of Adjudication No. 04-4614, designated Certificate of Adjudication No. 04-4614B, is issued to The City of Marshall, subject to the following terms and conditions:

1. DIVERSION

In lieu of DIVERSION paragraph 2.A., Owner is now authorized to divert from a point on Cypress Creek located at Latitude 32.712944°N, Longitude 94.233139°W, bearing N 65.367222 °E, 570.51 feet from the southwest corner of the Sam Long Jr. Survey, Abstract No. 906, Harrison County, Texas.

2. SPECIAL CONDITION

In lieu of the previous Special Condition, all surplus water shall be returned to Eight-Mile Creek, tributary of the Sabine River, Sabine River Basin.

This amendment is issued subject to all terms, conditions and provisions contained in Certificate of Adjudication No. 04-4614, as amended, except as specifically amended herein.

This amendment is issued subject to all superior and senior water rights in the Cypress Creek Basin.

This amendment is issued subject to the obligations of the State of Texas pursuant to the terms of the Red River Compact.

Owner agrees to be bound by the terms, conditions, and provisions contained herein and such agreement is a condition precedent to the granting of this amendment

All other matters requested in the application which are not specifically granted by this amendment are denied.

This water use amendment is issued subject to the Rules of the Texas Commission on Environmental Quality and to the right of continuing supervision of State water resources exercised by the Commission.

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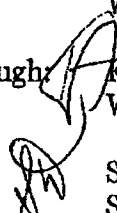
For the Commission


Date Issued:

**Texas Commission on Environmental Quality**

**INTEROFFICE MEMORANDUM**

To: Steve Ramos, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting & Availability Section

Through:  Kathy Alexander, Technical Specialist  
Water Rights Permitting & Availability Section

 Stephen Densmore, Team Leader  
Surface Water Availability & Interstate Compacts Team

From: Joann A. Eagle, P.E.  
Surface Water Availability & Interstate Compacts Team

Subject: City of Marshall  
ADJ 4614  
CN600337612  
Cypress Creek  
Cypress Creek Basin  
Harrison County

Date: August 10, 2011

**HYDROLOGY REVIEW**

**Application Summary**

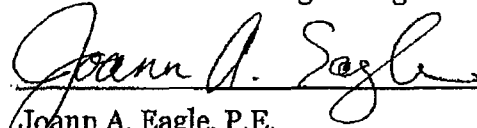
Certificate of Adjudication No. 04-4614 authorizes the City of Marshall (City) to divert and use not to exceed 16,000 acre-feet of water per year from a point on Cypress Creek, Cypress Creek Basin, for municipal purposes within Harrison County located in both the Cypress Creek Basin and the Sabine River Basin.

The City seeks to amend Certificate of Adjudication No. 04-4614 (04-4614B) to correct the description of the City's diversion point location and to clarify that the surplus water from the City is returned to the Sabine River Basin, in accordance with the Final Determination. The application was declared administratively complete on May 11, 2011.

**Review**

Correcting the description of the City's diversion point location does not require a water availability analysis and would have no affect on other basin water rights because the amount of water diverted will not change. After review of TCEQ records, staff determined that surplus water will, and always has been, returned to a tributary of Eight-Mile Creek in the Sabine Basin. This change does not increase the amount of water to be diverted; therefore, other water rights cannot be affected by the request.

Staff can recommend granting the amendment to Certificate of Adjudication 04-4614.

  
Joann A. Eagle, P.E.

# **Texas Commission on Environmental Quality**

## **INTEROFFICE MEMORANDUM**

**To:** Steve Ramos, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting & Availability Section

**Date:** August 10, 2011

**Through:** *CL* Chris Loft, Team Leader  
*8/10/11* Resource Protection Team  
Water Rights Permitting & Availability Section

*GE* Gregg Easley, Aquatic Scientist  
*8/10/11* Resource Protection Team  
Water Rights Permitting & Availability Section

**From:** *JD* Justin Degrate, Aquatic Scientist  
*8-10-11* Resource Protection Team  
Water Rights Permitting & Availability Section

**Subject:** City of Marshall  
ADJ 4614  
Application No. 04-4614B to amend Certificate of Adjudication No. 04-4614  
CN600337612  
Cypress Creek  
Cypress Creek Basin  
Harrison County

Environmental reviews of water right applications are conducted in accordance with §11.042, §11.147, §11.1491, §11.150, and §11.152 of the Texas Water Code and with TCEQ administrative rules which include 30 TAC §297.53 through §297.56. These statutes and rules require the TCEQ to consider the possible impacts of the granting of a water right on fish and wildlife habitat, water quality, and instream uses associated with the affected body of water. Possible impacts to bays and estuaries are also addressed.

### **ENVIRONMENTAL ANALYSIS**

**Application Summary:** Certificate of Adjudication No. 04-4614 authorizes the City of Marshall to divert and use not to exceed 16,000 acre-feet of water per year from a point on Cypress Creek, Cypress Creek Basin, for municipal purposes within Harrison County located in both the Cypress Creek Basin and the Sabine River Basin.

The City of Marshall seeks to amend Certificate of Adjudication No. 04-4614 to correct the description of the City's diversion point location and to clarify that the surplus water from the City is returned to the Sabine River Basin, in accordance with the Final Determination.

The application requests only to make non-substantive changes including: correcting the description of the applicant's diversion point location and to clarify the return point for the applicant's surplus water. The applicant does not seek to change the authorized diversion amount, diversion locations, or diversion rate. The non-substantive changes requested by the applicant should not result in a greater net adverse impact to the environment than under the existing authorizations in the certificate.

### **SUMMARY**

**Resource Protection staff has no recommendations for this amendment.**

This instream use assessment was conducted using current TCEQ operation procedures and policies and available data and information. Authorizations granted to the permittee by the water rights permit shall comply with all rules of the Texas Commission on Environmental Quality, and other applicable State and Federal authorizations.

**Texas Commission on Environmental Quality**

**INTEROFFICE MEMORANDUM**

**To:** Steve Ramos, Project Manager  
Water Rights Permitting Team  
Water Supply Division

**Date:** August 10, 2011

**Thru:** *CL* Chris Loft, Team Leader  
*8/10/11* Resource Protection Team  
Water Supply Division

*KW* Kristin Wang, Senior Water Conservation Specialist  
*8/10/2011* Resource Protection Team  
Water Supply Division

**From:** *SS* Scott Swanson, Senior Water Conservation Specialist  
*8/10/11* Resource Protection Team  
Water Supply Division

**Subject:** City of Marshall  
ADJ 4614  
CN600337612  
Application No. 14-4614B to amend Certificate of Adjudication 14-4314  
Water Conservation Review

Certificate of Adjudication No. 04-4614 authorizes the City of Marshall to divert and use not to exceed 16,000 acre-feet of water per year from a point on Cypress Creek, Cypress Creek Basin, for municipal purposes within Harrison County located in both the Cypress Creek Basin and the Sabine River Basin.

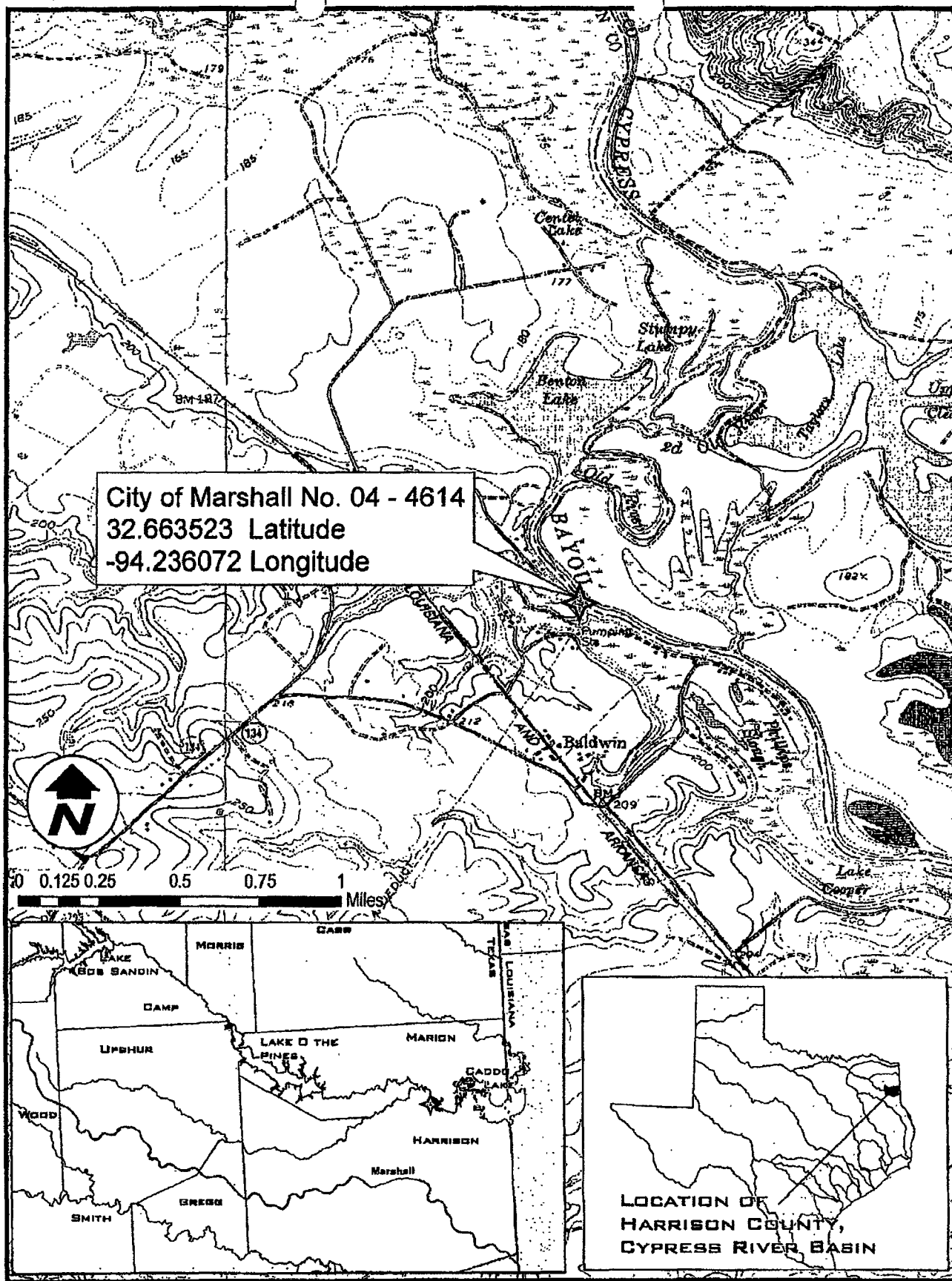
The City of Marshall seeks to amend Certificate of Adjudication No. 04-4614 to correct the description of the City's diversion point location, and clarify that the surplus water from the City is returned to the Sabine River Basin, to reflect the Final Determination and the rights under Permit No. 1408.

Per 30 TAC Chapter 295.9(4), this application does not require a Water Conservation Plan submittal.

The application is consistent with the approved January 2011 Region D Water Plan and the approved 2007 State Water Plan because there is nothing in the state and regional water plans that conflicts with issuing this amendment.

No further review is required by the conservation staff of the Resource Protection Team.

# CITY OF MARSHALL CERTIFICATE OF ADJUDICATION 04-4614





**NORTHEAST TEXAS MUNICIPAL WATER DISTRICT  
RAW WATER PURCHASE CONTRACT**

This Raw Water Purchase Contract (the "Agreement"), is made and entered into this 1<sup>st</sup> day of February, 2006 (the "Effective Date"), by and between the Northeast Texas Municipal Water District (the "District"), a conservation and reclamation district and political subdivision of the State of Texas, created under the provisions of Acts 1953, 53rd Legislature of the State of Texas, as amended (the "District Act"), and the City of Marshall, Texas (the "City"), a municipal corporation acting pursuant to its home rule charter and the constitution and laws of the State of Texas.

**WITNESSETH:**

WHEREAS, the District and the City are authorized to enter into this Agreement pursuant to the District Act and other applicable state law;

WHEREAS, pursuant to Certificate of Adjudication No. 04-4590, (Priority date of 1957) (the "District Water Rights"), the District has rights to store water in and divert water from Lake O' the Pines ("LOTP") for domestic, municipal and industrial purposes;

WHEREAS, the District holds contractual rights to water in LOTP by virtue of an agreement dated May 11, 1998 between the District and its member cities;

WHEREAS, the District desires to make available to the City a supply of raw water for use by the City to benefit the City, its citizens and customers, pursuant to the May 11, 1998 agreement with the District's member cities;

WHEREAS, pursuant to Certificate of Adjudication No. 04-4614, (Priority dates of April 1947 and November 1956) (the "City Water Rights"), the City has the right to divert and use water from Big Cypress Creek for supplying its citizens and customers with water;

WHEREAS, this Agreement is intended to provide an additional water supply to supplement the existing City Water Rights that are senior to the District's Water Rights; and, this Agreement shall not diminish the City's existing water rights in the Cypress Basin;

WHEREAS, the District and the City desire to specify the terms and conditions for the purchase and delivery of such water;

WHEREAS, the District determines that its sale of water to the City will be a fair investment for the District and that the public will derive a benefit by the District's efforts to provide a water supply; and,

WHEREAS, the District has determined that entering into this Agreement with the City is within the District's power: (1) under Section 7 of the District Act, and TEX. GOV'T CODE Section 791.026, to store and process water and transport it to cities and others for municipal, domestic, and industrial purposes; and (2) under Section 15 of the District Act, and TEX. GOV'T CODE Section 791.026, to make contracts with municipalities regarding a water supply, the operation of water production, water filtration or water purification for cities.

NOW, THEREFORE, in order to affect said purposes, the District and the City hereby enter into this Agreement, as follows:

1. **Raw Water Supply and Title.** The District agrees to sell, convey and deliver to the City at the Delivery Point water from LOTP in amounts up to and including 9,000 acre-feet per annum for the City's subsequent transfer, diversion and use. The District agrees that the City may take water at any time after the Effective Date of the Agreement, in accordance with the terms and conditions of this Agreement. Title to the water actually delivered by the District to the Delivery Point pursuant to this Agreement shall pass to the City at said Delivery Point.

2. **Delivery Point for Raw Water.** The water supplied hereunder shall be made available to the City at a point in Big Cypress Bayou immediately below the outfall of LOTP. The District shall deliver the raw water upon the request of the City. Such request shall be delivered to the District by the City's City Manager or his designee and shall specify the quantity of raw water to be made available at the Delivery Point. Except in emergencies, the District shall make the delivery by allowing the water to be released out of LOTP by use of the gated facilities located in or near the dam of LOTP. The District shall supply the amount of water requested. Within twenty-four (24) hours of completing the requested release, the District shall provide written confirmation that the requested quantity of water has been released. The District shall have the sole responsibility for the delivery of such water to the Delivery Point, including securing any federal, state, county or local approvals that may be required for such transport and delivery of water. The City shall have the sole responsibility for the conveyance and delivery of such water from the Delivery Point to the City's actual place of diversion from Big Cypress Bayou, including securing any federal, state, county or local approvals required for such transport, diversion and use of such water. The District shall cooperate with the City in securing any and all permits required by any federal, state, county, or local authority to use the beds and banks of any stream as a means of conveyance of the water from the Delivery Point to the City's actual place of diversion on Big Cypress Bayou as authorized in the City's Water Right (the "Diversion Point"). The City shall be responsible for determining how much water the District should deliver at the Delivery Point for the City's transfer, diversion and use. The City shall bear the risk of any carriage loss associated with the transport of the water from the Delivery Point to the Diversion Point on Big Cypress Bayou.

3. **Payment Obligation.** Following the issuance of any and all final and non-appealable permits necessary to lawfully allow the City's transfer, diversion and use of the water supplied by the District pursuant to this Agreement, the City will begin to pay the District based on the schedule, quantities and rates provided for herein.

a. **Payment for first 5,000 acre-feet.** Commencing on the day the City begins actually diverting water delivered by the District to the Delivery Point (the "Initial Delivery Date"), and continuing thereafter for the term of this Agreement, the City shall pay the District \$100.00 per acre-foot of water (the "Delivered Water Fee") actually delivered to the City at the request of the City to the Delivery Point.

b. **Rate adjustments on first 5,000 acre-feet.** On the first anniversary of the Initial Delivery Date, and each anniversary thereafter during the term of the Agreement, the Delivered Water Fee may be adjusted for each succeeding year by changes in the Consumer Price Index - Dallas-Fort Worth SMSA; Series: CUURA316SA0 (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics with a starting index point of the Initial Delivery Date. Provided, however, that no annual adjustment to the Delivered Water Fee shall reduce or increase the rate to be charged to the City by more than 3% of such fee.

For further clarification, the Delivered Water Fee may be adjusted by multiplying the initial Delivered Water Fee (\$100.00 per acre-foot) as set out above in Section 3. a by an inflation factor calculated in accordance with the following formula:

$$\text{Adjusted Rate per acre-foot} = \text{Delivered Water Fee of \$100 per acre-foot} \times \frac{\text{Current CPI-U}}{\text{Base CPI-U}}$$

*Where:*

*Current CPI-U = The value for the Index for the month of the anniversary of the Initial Delivery Date of the current year; and,*

*Base CPI-U = The value for the Index for the month of Initial Delivery Date.*

If the Consumer Price Index ceases to be made available during the term of this Agreement, then the City and the District shall mutually agree on a substitute index or method to adjust the fee for inflation.

c. **Take or Pay Obligation for the first 5,000 acre-feet.** To the extent that the City is not actually taking water at the Delivery Point, and therefore is not paying the Delivered Water Fee for the volume of water delivered by the District hereunder, the City agrees to pay the following annual take or pay fee (the "Take or Pay Fee") to the District for the difference between the take or pay

amounts referenced in this Paragraph 3. c and the volume of water actually delivered by the District to the Delivery Point, if there be any difference. Commencing on the Initial Delivery Date, and continuing for a period of five (5) years thereafter, and excluding the amount of water the City has paid for pursuant to Paragraph 3. a of this Agreement, the City shall also pay to the District a Take or Pay Fee of up to twenty percent (20%) per annum of the first 5,000 acre-feet of water made available under this Agreement. After the initial five-year period following the Initial Delivery Date, and after reducing the take or pay amount by the amount of water the City has paid for pursuant to Paragraph 3. a of this Agreement, the Take or Pay Fee payment obligation will escalate, as follows:

1. Year 6-10: 22% of 5,000 acre-feet, per annum;
2. Year 11-15: 24% of 5,000 acre-feet, per annum;
3. Year 16-20: 26% of 5,000 acre-feet, per annum;
4. Year 21-25: 28% of 5,000 acre-feet, per annum;
5. Year 26-30: 30% of 5,000 acre-feet, per annum;
6. Year 31-35: 32% of 5,000 acre-feet, per annum;
7. Year 36-40: 34% of 5,000 acre-feet, per annum;
8. Year 41-45: 36% of 5,000 acre-feet, per annum; and,
9. Year 46-50: 38% of 5,000 acre-feet, per annum.

Regardless of the amount of water actually supplied by the District at the Delivery Point in any given fiscal year, the City shall pay to the District the rate(s) applicable to the year in which the water is taken, as set forth in the schedule above.

d. **Payment for additional 4,000 acre-feet.** The District agrees to reserve to the City an additional 4,000 acre-feet of water, in excess of the 5,000 acre-feet referenced above in Paragraph 3. a of this Agreement, for the City's possible diversion and use under the following conditions:

(1) Commencing on the Initial Delivery Date, the City agrees to pay an annual fee for the reservation of the additional 4,000 acre-feet of water per annum so as to reserve the additional water (the "Reservation Fee"). For the first five (5) years following the Initial Delivery Date, the City shall pay a Reservation Fee in the amount of \$20,000 for 4,000 acre-feet of water reserved under this Agreement. After the initial five-year period following the Initial Delivery Date, the Reservation Fee will be adjusted, as follows:

1. Years 6-10: \$22,000 together with any adjustment for inflation;
2. Years 11-15: \$24,000 together with any adjustment for inflation;
3. Years 16-20: \$26,000 together with any adjustment for inflation;
4. Years 21-25: \$28,000 together with any adjustment for inflation;
5. Years 26-30: \$30,000 together with any adjustment for inflation;

6. Years 31-35: \$32,000 together with any adjustment for inflation;
7. Years 36-40: \$34,000 together with any adjustment for inflation;
8. Years 41-45: \$36,000 together with any adjustment for inflation;
9. Years 46-50: \$38,000 together with any adjustment for inflation.

(2) The Reservation Fee shall be adjusted for inflation. The adjustment shall be made according to changes in the Consumer Price Index - Dallas-Fort Worth SMSA; Series: CUURA316SA0 (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics with a starting index point of the Initial Delivery Date. The first adjustment shall be made on the third anniversary of the Initial Delivery Date and subsequent adjustments shall be made on the anniversary of the Initial Delivery Date in each succeeding year during the term of this Agreement. Provided, however, that no annual adjustment shall reduce or increase the Reservation Fee by more than 3% of the then current rate. If the Consumer Price Index ceases to be made available during the term of this Agreement, then the City and the District shall mutually agree on a substitute index or method to adjust the fee for inflation.

(3) If the City takes the initial 5,000 acre-feet of water per annum made available to it under this Agreement and the City is in need of additional water, up to a total of 9,000 acre-feet of water per annum, the District agrees to provide the City with up to an additional 4,000 acre-feet of water per annum, as may be requested in whole or in part by the City for the remainder of the term of the Agreement, at the same price per acre-foot that is then applicable to the first 5,000 acre-feet of supply, as same may be adjusted herein, and under the terms and conditions of this Agreement.

(4) Following the City's request for additional water pursuant to Paragraph 3. d. (3) above, the District shall have the option to charge a higher price for that portion of the additional 4,000 acre-feet of water requested by the City, in the event that another potential District customer offers to pay the District a price that is greater than the price the City has agreed to pay for such water hereunder, and to the extent that i) the District's other potential customer has agreed to such payment in writing, ii) the District's other potential customer has agreed to purchase at least 4,000 acre-feet per annum of water under terms and conditions similar to those included in this Agreement, and iii) the District's other potential customer has agreed to purchase such water for a similar term of years as contained in this Agreement. The District shall notify the City of the offer and provide a written proposal executed by the District's other potential customer evidencing the price per acre-foot that the District's other potential customer has agreed to pay for the water, the amount of water proposed to be purchased, and the term of years of the purchase. Upon receiving such notice from the District, the City shall have thirty

(30) days to agree to pay the same price agreed upon by the District and such other potential customer for all or part of the additional 4,000 acre-feet of water supply. In the event the City declines to accept the price or the City fails to respond in thirty (30) days to the notice, the District shall have no further duty to make that portion of the 4,000 acre-feet of supply available to the City.

(5) The District and the City agree that this Paragraph 3. d shall not be construed to require the City to pay any additional Delivered Water Fee, Take or Pay Fee, or Reservation Fee other than as expressly set forth herein. Further, the parties agree that the City will not pay more than the Reservation Fee for any of the additional 4,000 acre-feet of water unless or until that amount has been requested by the City pursuant to Paragraph 3. d. (3) of this Agreement. Once so requested, the City will be under no further obligation to pay the Reservation Fee.

e. **Payment.** The District shall present an invoice to the City one time each month following the Initial Delivery Date and during the term of this Agreement and any extension thereof, stating the quantity of water actually delivered to the City at the Delivery Point and the amount owed for same pursuant to Paragraph 3. a, as may be adjusted pursuant to Paragraph 3. b, and 1/12 of any additional Take or Pay Fee and/or Reservation Fee that may be due hereunder. The invoice shall be submitted to the City on or before the twenty-fifth (25<sup>th</sup>) day of each month, such invoices shall be due and payable on or before the twelfth (12<sup>th</sup>) day of each succeeding month. Any invoice not timely paid shall bear an interest rate of 7% from the time the invoice was due until the date that the invoice is paid.

4. **Non-availability of Water.** In the event available water in LOTP is not sufficient to meet the requirements of all the District's customers, the City shall be entitled to receive water in accordance with applicable state laws during such period of shortage, such supplies to be distributed among all District customers pro rata, according to the amount each District customer may be entitled to, so that every municipal user suffers alike, and in accordance with the District's Water Conservation Plan and Drought Contingency Plan, as may be amended from time to time. The City agrees to comply with the District's Water Conservation Plan and the Drought Contingency Plan as is now in effect and as may hereafter be amended.

5. **Measurement of Water.** The City shall furnish, install, operate and maintain the necessary equipment and devices of standard type for measuring properly and controlling the quantity of raw water diverted by the City at the Diversion Point pursuant to this Agreement, which facilities shall be located at a location at or near the City's existing point of diversion on Big Cypress Bayou. Such meter or meters or other equipment so installed shall remain the property of the City. The meter and all measuring devices shall conform to the specifications as mutually agreed by the parties.

The City shall furnish any replacements of the meter used to measure the volume of water diverted by the City. The District shall have access to such metering equipment at all reasonable times, but the reading, calibration and adjustment thereof shall be done only by the employees or agents of the City. For the purposes of this Agreement, the original record or reading of the meter or meters shall be in a journal, computer or other record-keeping device maintained by the City in its offices. Upon written request by the District, the City shall give the District a copy of the journal or electronic file, or permit the District to have access to the same in the offices of the City wherein such records are customarily kept during reasonable business hours.

In addition to measuring the raw water actually diverted by the City at the Diversion Point, the City and the District shall cause to be constructed and maintained a USGS Gauging Station on Big Cypress Bayou upstream from the Diversion Point. The obligation of the parties to construct and maintain a USGS Gauging Station continues for the life of this Agreement and any extension of this Agreement.

6. **Use of Water.** The City will use the raw water purchased pursuant to this Agreement, at its discretion, for stream maintenance purposes, municipal use purposes, industrial use purposes, and any other lawful purpose of use. The City is responsible for obtaining any permits that are or may become necessary for the transfer, diversion and use of the water at any location determined by the City. The terms of this Agreement and the parties' obligations hereunder are specifically made contingent upon the City obtaining any and all permits necessary for the City's transfer, diversion and use of the water made available hereunder by the City and its customers, including any Interbasin Transfer Permit for the use of the water in the Sabine River Basin. The District shall be obligated to use all reasonable efforts to assist the City in obtaining any permits necessary for the City to fully utilize the water provided for under this Agreement.

#### 7. Reporting.

a. The parties agree to provide each other with any and all information necessary to meet their reporting requirements under state law with respect to the water provided under this Agreement. The District agrees to submit annual reports to the Texas Commission on Environmental Quality (the "TCEQ") in accordance with the rules of the TCEQ, regarding the quantities of water delivered to its customers, including the quantities of water delivered to the Deliver Point. The District will, concurrently, forward a copy of each of those reports to the City.

b. The District shall submit on a monthly basis, by the 10<sup>th</sup> day of each month, a report showing the amount of Lake O the Pines water delivered to the Delivery Point under this Agreement for the previous month and the amount of water released for other purposes from LOTP into Big Cypress Bayou during the previous month.

8. **Conditions Precedent.** The effectiveness of this Agreement is dependent on the District's and the City's compliance with rules of the TCEQ that are applicable to this Agreement, and upon the filing of the Agreement with the TCEQ, or any successor agency, as required by such agency's rules. Additionally, the obligations of the parties hereunder are contingent on securing any and all necessary approval or authorization from any federal, state, county, or local authority necessary for the City's transfer, delivery, and use of water as contemplated in this Agreement.

9. **Termination by the District.** The obligation of the District to supply water under this Agreement may be terminated by the District if it becomes illegal or impossible for the District to perform such obligations as a result of the occurrence of any one or more of the following:

a. the cancellation, amendment or other limitation by any local, state, or federal agency of any of the permits, amendments, licenses or authorizations required for the appropriation of water from LOTP for municipal or industrial use, or for the operation of LOTP, despite the District's reasonable efforts to resist or avoid any such cancellation, amendment or other limitation, or

b. the promulgation or issuance of any order, rule, regulation or determination by a court or governmental agency that prevents the District from performing its obligation under this Agreement to supply water, despite the District's reasonable efforts to resist or avoid any such order, rule, regulation or determination, or

c. if the City fails to make payment of any monthly charge for water as provided above, plus any additional amount due by reason of delinquency, within thirty (30) days after payment is due to the District under Paragraph 3 above. In the event of any delinquent payment, the District will cause written notice of such delinquency to be given to the City, and the City shall have 10 days from the delivery of such notice to cure such delinquency and/or default, and thereby prevent the termination of this Agreement by the District.

10. **Termination by the City.** The City may terminate the City's obligation under this Agreement related to raw water if:

a. it becomes illegal or impossible, in the City's sole discretion, for the City to take the raw water as a result of the occurrence of any or more of the following:

(1) the failure of any local, state or federal agency to issue or approve any of the permits, amendments, licenses or authorizations required for the City to divert the water, despite the City's reasonable efforts to obtain such permits, amendments, licenses, or



(2) the revocation or modification of any such permit, amendment, license or authorization, despite the City's reasonable efforts to resist or avoid any such revocation or modification, or

(3) the promulgation or issuance of any permit, amendment, license or authorization that makes the City's diversion of water purchased under this Agreement unlawful, or

b. it becomes illegal or impossible, in the City's sole discretion, for the City to utilize the water furnished hereunder as a result of the occurrence of any one or more of the following:

(1) the cancellation, amendment or other limitation by any local, state or federal agency of any of the permits, amendments, licenses or authorizations required for the appropriation of water from LOTP for municipal or industrial use, or for the delivery of water to the Delivery Point, or for the purchase and use by the City of the water to be furnished hereunder, or for the construction of the City's projects to enable its use of water supplied by the Cities, despite the City's reasonable efforts to resist or avoid any such cancellation, amendment or other limitation, or

(2) the promulgation or issuance of any order, rule, regulation or determination by a court or governmental agency, despite the City's reasonable efforts to resist or avoid any such order, rule, regulation or determination; or

c. it becomes economically unfeasible for the City to continue its payment obligation due to events beyond the control of the City (For example, closure of a major industry and/or decline in population) and the City can demonstrate to the District why the Agreement is no longer economically feasible.

d. at any time during the term of this Agreement the City determines that the carriage losses occurring between the Delivery Point and the Diversion Point is greater than 10% during any 30-day period; provided however that the City cannot terminate this Agreement due to carriage loss if the District causes the release of an additional volume of the District's water from Lake O' the Pines that assures that the City has access to divert at least 90% of the amount requested by the City to be made available at the Delivery Point. It is acknowledged that the City is not financially obligated for any additional volume voluntarily released by the District from Lake O' the Pines.

11. Notice of Termination. If any party desires to terminate this Agreement by reason of any of the events described in Paragraph 3, 9.a., 9.b., or Paragraph 10 above, it shall, within three (3) months after it acquires knowledge of such event, deliver to the other party a written notice stating such desire, describing the event, and specifying the

date on which supplying raw water under this Agreement is to terminate, which date shall be at least six (6) months from the date of such notice. It is further provided that a party's failure to timely provide written notice of termination is not a waiver of the party's right to terminate this Agreement for the reasons specified in Paragraph 10.

12. **Hold Harmless.** Each party will indemnify and hold harmless the other party from all claims, demands, and causes of action which may be asserted by anyone on account of each party's exercise of its obligations under this Contract.

13. **Default.** If any party defaults in the observance or performance of any of the provisions, agreements or conditions to be observed or performed on its part under the terms of this Agreement related to supplying raw water, the other party may give written notice to the party in default of its intention to terminate this Agreement, specifying the failure or default relied upon. Upon the expiration of forty-five (45) days after the giving of such notice, the provisions of this Agreement related to supplying raw water shall terminate unless, within such forty-five (45) day period, or such longer period as may be specified in such notice of any amendment of or supplement to such notice, the default specified in such notice shall have been fully cured.

14. **Term of Agreement.** The term of the Raw Water Purchase Agreement, as amended, shall continue for a period of fifty (50) years following the Effective Date.

15. **Option to Renew.** If, at the expiration of the initial term of this Agreement, provided the City is not in default and this Agreement is then in full force and effect, the City shall have an absolute right to renew and extend the term of this Agreement up to additional period of fifty (50) years, on terms and conditions providing for the supply of water at a rate which is reasonable, just and nondiscriminatory, and as negotiated by the parties, provided that the City delivers written notice to the District by registered or certified mail of its intention to do so not less than one (1) year prior to the expiration of the initial term as herein provided. The parties agree to commence their negotiations immediately after the giving of the notice.

16. **Force Majeure.** If by reason of force majeure, either party shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, and if such party gives notice and full particulars of such force majeure, in writing, to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligations of the parties (including obligations for the payment of money), so far as they are affected by such force majeure shall be suspended during the continuance of the inability then claimed, including a reasonable time for removal of the effect thereof. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, act of the public enemy, orders of any kind of Government of the United States, or any state, or any agency or political subdivision of the United States or any state, or any other civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fire, hurricanes, tornadoes, storms, floods, washouts, arrests, civil disturbances, explosions, breakage or accidents to machinery, transmission pipes or

canals, shortages of labor, material or supplies, or transportation, or any other cause not reasonably within the control of the party claiming such inability. The requirement that any force majeure shall be reasonably beyond the control of the party shall be deemed to be fulfilled even though the existing or impending strike, lockout or other industrial disturbance may not be settled but could have been settled by acceding to the demand of the opposing person or persons. The parties shall use their best efforts to remove the cause of any force majeure; provide further, to the extent the inability does not continue, the City shall retain its right to receive (but not its obligation to take or pay under Section 3) the volume of water that would have otherwise been delivered as soon as is reasonably possible, or upon such other terms as the parties may agree.

17. **Amendments.** This Agreement may not be amended, supplemented or otherwise modified unless done so in writing signed by the Parties, and no provision hereof shall be waived unless such waiver is in writing and signed by the waiving party.

18. **Notices.** Any and all notices and other communications required or permitted to be given, pursuant to this Agreement, shall be deemed given (i) upon personal delivery, or (ii) upon the sender's receipt of electronic confirmation of transmission, if sent by facsimile, or (iii) upon receipt if sent by U.S. mail or courier. The parties designate the following addresses:

If to the City:  
City Manager  
City of Marshall  
P.O. Box 698  
Marshall, TX 75671  
Attention: Frank Johnson  
Telephone: (903) 935-4418  
Facsimile: (903) 938-3531

If to the District:  
Northeast Texas Municipal Water District  
General Manager  
P.O. Box 955  
Hughes Springs, TX 75656  
Attention: Walt Sears  
Telephone: (903) 639-7538  
Facsimile: (903) 639-2208

19. **No Third Party Beneficiary.** Nothing in this Agreement or any action taken hereunder shall be construed to create any duty, liability or standard of care to any person or entity that is not a party to the Agreement. No person that is not a party shall have any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder. This Agreement is intended solely for the benefit of the parties, and the

parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the services provided hereunder.

20. **Additional Provisions.** The following miscellaneous provisions are a part of this Agreement:

a. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation prior to the initiation of administrative or civil litigation. Such mediation shall be pursued by the parties' selecting a mediator, within thirty (30) days of a party's written notification to the other party of a disagreement or conflict, and such effort shall be completed within ninety (90) days of such notification. In the event that such mediation does not resolve the disagreement or conflict within such time, at the sole discretion of each of the parties, either party is entitled to pursue any other recourse, administrative, civil or other, at its sole discretion. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prevent either party from securing injunctive relief, as may be required in each party's sole discretion, in order to avoid imminent or irreparable harm to the party's interests.

b. No modifications or amendments to this Agreement shall be valid unless in writing and signed by the signatories hereto or their heirs, successors and assigns.

c. This Agreement shall become a binding obligation on the parties upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The District warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the District to the same.

d. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

NORTHEAST TEXAS MUNICIPAL WATER DISTRICT

By: Stan Wyatt  
President - Stan Wyatt

ATTEST:

Robert Smith  
Secretary

CITY OF MARSHALL

By: \_\_\_\_\_  
City Manager

ATTEST:

William B. Holcomb  
Secretary

(Original Number Two of Two Originals.)

## **ATTACHMENT D**

Part D: Question 25

List of Operators

**City of Marshall Operator and/or Employment Notice Form**

Name of Operator	For Operators		For Companies
	License No.	Class of License	Registration No.
1. Nancy Pasel	WO 0003828	A-Water	
2. Fernando Esquivel	WO 0041438	D-Water - Operator	
3. Jacob Kamp	WS 0012720	C-Surface Water – Operator	
4. Matt Rymel	WO 0039568	D-Water – Lab Tech	
5. James C. Chisum	WO 0002676	C-Surface Water – Lab Tech	
6. Jamie McClendon	WS 0010234	B-Surface Water- Chief Op.	
7. Joyce Gatson	CI 0005161	CSI	
8. Rodney McLane	WO 0010731	C-Surface Water – Operator	
9. Larry Tallant	WO 009533	B-Surface Water – Operator	
10 Jason Davis	WO 0042147	D-Water – Relief Operator	

## **ATTACHMENT E**

Part E: Question 29

Tariff/Rate Schedule



**ORDINANCE NO. O-16-23**

**AN ORDINANCE AMENDING CHAPTER 31 OF THE CITY CODE OF ORDINANCES, REVISING THE SCHEDULE OF WATER RATES AND SEWER RATES, PROVIDING FOR MONTHLY CHARGES, AND PROVIDING AN EFFECTIVE DATE FOR THE REVISED CHARGES**

**NOW, BE IT ORDAINED BY THE CITY COMMISSION OF MARSHALL, TEXAS, THAT:**

**Section 1.** That the findings set out in the preamble to this ordinance are hereby in all things approved.

**Section 2.** That Article I of Chapter 31, Section 1 of the Code of Ordinances of the City of Marshall is hereby repealed in its entirety and that there is hereby adopted in place of said ordinances a new Section 31-1 Chapter 31 of the Code of Ordinances of the City of Marshall, Texas, said section to read as follows:

**Section 31-1. Schedule of water rates.**

**(a) SCHEDULE OF WATER RATES FOR CITY RESIDENTS**

**(1) Minimum for first 1,000 gallons or less:**

	<u>New Rate</u>
a) ¾ - 5/8" Meter	\$ 8.66
b) 1" Meter	\$ 12.93
c) 2" Meter	\$ 26.01
d) 3" Meter	\$ 43.33
e) 4" Meter	\$ 86.64
f) 6" Meter	\$ 173.29
g) 8" Meter	\$ 269.93
h) 10" Meter	\$ 346.59
i) 12" Meter	\$ 519.86

j) Multiple-Residential units shall be charged a minimum of \$8.66 for each dwelling unit.

k) For Multiple Non-Residential units served by a single meter, each unit shall be charged a monthly minimum based on meter size.

**(2) \$4.17 per 1,000 gallons for all over 1,000 gallons.**

**(b) SCHEDULE OF WATER RATES FOR OUT-OF-CITY CUSTOMERS ON HWY. 43 SOUTH, COOKS ROAD, GRANGEWAY SOUTH, GRANGEWAY ROAD, ROSBOROUGH SPRINGS ROAD, HWY 31, AND BROWN ROAD.**

**(1) Minimum for first 1,000 gallons or less:**

	<u>New Rate</u>
a) ¾ - 5/8" Meter	\$ 10.65
b) 1" Meter	\$ 15.28
c) 2" Meter	\$ 28.41
d) 3" Meter	\$ 49.71
e) 4" Meter	\$ 99.43
f) 6" Meter	\$181.75
g) 8" Meter	\$284.07
h) 10" Meter	\$390.61
i) 12" Meter	\$568.16

j) Multiple-Residential units shall be charged a minimum of \$10.65 for each dwelling unit.

- k) For Multiple Non-Residential units served by a single meter, each unit shall be charged a monthly minimum based on meter size.

(2) \$4.45 per 1,000 gallons for all over 1,000 gallons.

- (c) SCHEDULE OF WATER RATES FOR ALL OTHER OUT-OF-CITY CUSTOMERS (out-of-city customer billing is determined by the location of the unit receiving city service, not by the location of the meter).

The Rate shall be double the regular rates for customers within the City Limits.

- (d) The City of Marshall reserves the right to negotiate a contract with any customer for water sales and sewer usage at a rate other than those contained herein, should it be in the best interests of the City of Marshall.

**Section 3.** That Article I of Chapter 31, Section 31-3 of the Code of Ordinances of the City of Marshall is hereby repealed in its entirety and that there is hereby adopted in place of said ordinances a new Section 31-3 Chapter 31 of the Code of Ordinances of the City of Marshall, Texas, said section to read as follows:

**Section 31-3. Rates – Sewers.**

The following sewer rates shall be charged for each monthly period to all users of the sewer system of the City:

- (a) Residential/Apartments/Multiple Family Dwellings:

Applicable to sewer service furnished to each dwelling unit for use as usual in a home:

- (1) \$11.65 for the first 1,000 gallons or less.
- (2) \$4.66 for each additional 1,000 gallons.
- (3) Monthly Basis: Average three (3) month water consumption during the months of December, January and February.
- (4) Where a previous history of usage is absent for a particular service location, an estimate will be made based upon the same or similar service provided at other locations within the same neighborhood of the City. This estimate will be used as a monthly basis until an actual service history can be properly determined during the months of (December, January and February).
- (5) Where a particular service location is not served directly by City water or water consumption cannot otherwise be determined, the sewer charge will be based on citywide average for that type of service.

- (b) Commercial: Applicable to all users other than residential, apartment and multiple family dwelling users:

- (1) \$11.65 for the first 1,000 gallons or less.
- (2) \$4.66 for each additional 1,000 gallons.
- (3) Monthly Basis; based on actual water consumption for each month.

- (c) Out-of-City Customers: The rate for customers located outside the city limits will be double the rates for customers within the city limits (out-of-city customer billing is determined by the location of the unit receiving city service, not by the location of the meter).

- (d) The City of Marshall reserves the right to negotiate a contract with any customer for water sales and sewer usage at a rate other than those contained herein, should it be in the best interests of the City of Marshall.

**Section 4.** That the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

**Section 5.** That all other prior ordinances or portions of ordinances of the City of Marshall in conflict with the terms and provisions of this ordinance are hereby repealed to the extent of such conflict only.

**Section 6.** That the repeal of any ordinance or portion of an ordinance by this ordinance shall not affect the validity of any pending enforcement action or fines outstanding and due and payable on or before the effective date of this ordinance.

**Section 7.** That if any section, paragraph, subdivision, clause, phrase or provision of this ordinance is hereafter determined to be invalid or in violation of the laws of the State of Texas or the Constitution of the United States by a court of appropriate jurisdiction, such finding of invalidity shall affect the continued enforcement only of the provision or provisions so determined to be invalid, it being the intent of the City Commission of the City of Marshall that all other terms and provisions of this ordinance not affected thereby shall remain in full force and effect.

**Section 8.** That this ordinance shall be effective on December 1, 2016.

**PASSED, APPROVED** this 27th day of October, 2016.

AYES: 7

NOES: 0

ABSTAINED: 0

**PASSED, APPROVED AND ADOPTED** this 10th day of November, 2016.

AYES: 6

NOES: 0

ABSTAINED: 0

APPROVED:



CHAIRMAN OF THE CITY COMMISSION  
MARSHALL, TEXAS

ATTEST:

  
CITY SECRETARY

**ATTACHMENT F**

Part E: Question 30

Financial Audit & 2019 Budget

(Capital Improvement Plan)



**DRAFT**

**2019**

**ANNUAL BUDGET**

**CITY OF MARSHALL, TEXAS**

**January 1, 2019 through December 31, 2019**

**Water & Sewer Enterprise Fund**  
**Estimated Revenues**

**WATER AND SEWER ENTERPRISE FUND**  
**ESTIMATED REVENUES**

<u>ACCT</u>	<u>DESCRIPTION</u>	<u>ACTUAL</u> <u>2017</u>	<u>ADOPTED</u> <u>BUDGET</u> <u>2017</u>	<u>ACTUAL</u> <u>6/30/2018</u>	<u>ADOPTED</u> <u>BUDGET</u> <u>2018</u>	<u>PROPOSED</u> <u>BUDGET</u> <u>2019</u>
<b><u>PERMITS &amp; FEES</u></b>						
4135	Discharge Permit	\$800	\$2,500	\$1,200	\$2,500	\$2,500
4150	Back Flow Prevention Fee	729	0	684	0	0
4435	Pollution Control Fees	13,588	14,000	7,555	14,000	12,700
	Subtotal	\$15,117	\$16,500	\$9,439	\$16,500	\$15,200
<b><u>INTERGOVERNMENTAL REVENUE</u></b>						
4250	Intergovernmental Revenue	\$0	\$0	\$0	\$0	\$0
	Subtotal	\$0	\$0	\$0	\$0	\$0
<b><u>WATER &amp; SEWER CHARGES</u></b>						
4300	Water Service	\$5,768,924	\$6,031,560	\$2,695,052	\$6,270,450	\$6,194,000
4305	Sewer Service	3,780,691	3,819,440	1,859,097	3,855,290	3,925,000
4308	Recovered Fees	15,353	10,000	8,411	10,000	17,959
4002	Penalty & Interest - W/S	875	0	0	0	0
4310	Water Connections	33,121	22,000	20,683	25,000	48,019
4315	Sewer Connections	9,600	15,000	8,050	12,000	19,320
4320	Water Billing Service Fees	132,224	80,000	58,334	80,000	124,618
4325	Waste Hauler Fees	54,128	50,000	30,050	50,000	61,464
	Subtotal	\$9,794,916	\$10,028,000	\$4,679,677	\$10,302,740	\$10,390,380
<b><u>MISCELLANEOUS REVENUES</u></b>						
5100	Interest on Investments	22,038	3,000	16,221	7,000	40,000
5110	Interfund Trsf	0	0	0	0	0
5115	Sale of Assets	0	45,000	0	45,000	20,000
5120	I & S Fund Interest	6,321	0	9,472	0	0
5125	Miscellaneous Revenues	30,190	3,000	1,415	3,000	3,000
	Subtotal	\$58,549	\$51,000	\$27,108	\$55,000	\$63,000
	<b>GRAND TOTAL</b>	<b>\$9,868,582</b>	<b>\$10,095,500</b>	<b>\$4,716,224</b>	<b>\$10,374,240</b>	<b>\$10,468,580</b>

**Water and Sewer Enterprise Fund  
Estimated Expenses**

**WATER AND SEWER ENTERPRISE FUND  
ESTIMATED EXPENSES**

<u>ACCT</u>	<u>DESCRIPTION</u>	<u>ACTUAL 2017</u>	<u>ADOPTED BUDGET 2017</u>	<u>ACTUAL 6/30/2018</u>	<u>ADOPTED BUDGET 2018</u>	<u>PROPOSED BUDGET 2019</u>
<u><b>WATER UTILITIES</b></u>						
40-20-01	Administrative	\$359,272	\$356,918	\$163,265	\$368,536	\$387,060
40-20-02	Water Production	1,219,830	1,297,241	569,606	1,281,549	1,256,445
40-20-03	Distribution & Collection	1,615,250	1,974,830	904,503	2,028,015	2,052,478
40-20-04	Wastewater Treatment	1,566,639	1,347,439	615,548	1,327,092	1,354,259
40-20-06	Water Billing & Collection	449,403	527,476	241,164	521,160	521,643
40-20-07	Engineering	63,375	62,327	29,583	61,471	61,503
Subtotal		<u>\$5,273,769</u>	<u>\$5,566,231</u>	<u>\$2,523,669</u>	<u>\$5,587,823</u>	<u>\$5,633,388</u>
40-21	Non-Departmental	<u>\$890,730</u>	<u>\$793,680</u>	<u>\$478,047</u>	<u>\$891,767</u>	<u>\$936,501</u>
Subtotal		<u>\$890,730</u>	<u>\$793,680</u>	<u>\$478,047</u>	<u>\$891,767</u>	<u>\$936,501</u>
<u><b>INTERFUND TRANSFERS</b></u>						
40-22	Debt Service	2,581,643	2,581,643	2,436,825	2,740,730	2,744,468
40-22	Transfer to General Fund	1,153,861	1,153,861	576,930	1,153,861	1,153,861
Subtotal		<u>\$3,735,504</u>	<u>\$3,735,504</u>	<u>\$3,013,755</u>	<u>\$3,894,591</u>	<u>\$3,898,329</u>
GRAND TOTAL		<u>\$9,900,003</u>	<u>\$10,095,415</u>	<u>\$6,015,471</u>	<u>\$10,374,181</u>	<u>\$10,468,218</u>

**Water & Sewer Enterprise Fund  
Revenue & Expense Summary**

WATER AND SEWER ENTERPRISE FUND  
REVENUE AND EXPENSE SUMMARY

2019  
PROPOSED BUDGET

Estimated Revenues	\$10,468,580
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FUNDS AVAILABLE FOR APPROPRIATION	\$10,468,580
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ESTIMATED EXPENDITURES:

Administrative	\$387,060
Water Production	1,256,445
Distribution & Collection	2,052,478
Wastewater Treatment	1,354,259
Water Billing	521,643
Engineering	61,503

Subtotal	\$5,633,388
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Nondepartmental	\$936,501
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Subtotal	\$936,501
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Debt Service	2,744,468
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Transfer to General Fund	1,153,861
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Subtotal	\$3,898,329
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EXPENDITURES TOTAL	\$10,468,218
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EXCESS REVENUES OVER EXPENSES	\$362
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# **Water & Sewer Enterprise Fund** **Debt Service Requirements**

## WATER AND SEWER ENTERPRISE FUND DEBT SERVICE REQUIREMENTS

2019

ISSUE DATE	MATURITY DATE	DESCRIPTION	DEBT OUTSTANDING 1/1/2019	PAYMENT REQUIREMENTS 2019	
2018	2024	2018 Tax Note Bonds, Series 2018	\$785,000	\$116,535	[P 95,000] [I 21,535]
2018	2021	Water & Sewer GO Refunding Bonds, Series 2018	3,652,000	2,532,053	[P 2,468,000] [I 64,053]
		<b>SUB TOTAL</b>	<b>\$4,437,000</b>	<b>\$2,648,588</b>	[P 2,563,000] [I 85,588]
2015	2021	Loan Repayment - Bio Filter	362,970	95,880	[P 87,757] [I 8,123]
		<b>TOTAL</b>	<b>\$4,799,970</b>	<b>\$2,744,468</b>	

**\*\* Equipment to be purchased:**

Sewer Wash Truck	354,000
Sweep Arm on Bio Filter	148,000
SCADA/PLC Replacement	178,000
SCADA/PLC Replacement	70,000
<b>Total</b>	<b>750,000</b>

**Water & Sewer Enterprise Fund  
Debt Service Requirements**

WATER AND SEWER ENTERPRISE FUND  
DEBT SERVICE REQUIREMENTS  
2019

ISSUE DATE	MATURITY DATE	DESCRIPTION	DEBT OUTSTANDING 1/1/2019	PAYMENT REQUIREMENTS 2019	
2018	2024	2018 Tax Note Bonds, Series 2018	\$785,000	\$116,535	[P 95,000] [I 21,535]
2018	2021	Water & Sewer GO Refunding Bonds, Series 2018	3,652,000	2,532,053	[P 2,468,000] [I 64,053]
		SUB TOTAL	\$4,437,000	\$2,648,588	[P 2,563,000] [I 85,588]
2015	2021	Loan Repayment - Bio Filter	362,970	95,880	[P 87,757] [I 8,123]
		TOTAL	\$4,799,970	\$2,744,468	

\*\* Equipment to be purchased:

Sewer Wash Truck	354,000
Sweep Arm on Bio Filter	148,000
SCADA/PLC Replacement	178,000
SCADA/PLC Replacement	70,000
Total	<u>750,000</u>

## **ATTACHMENT G**

Part F: Question 32

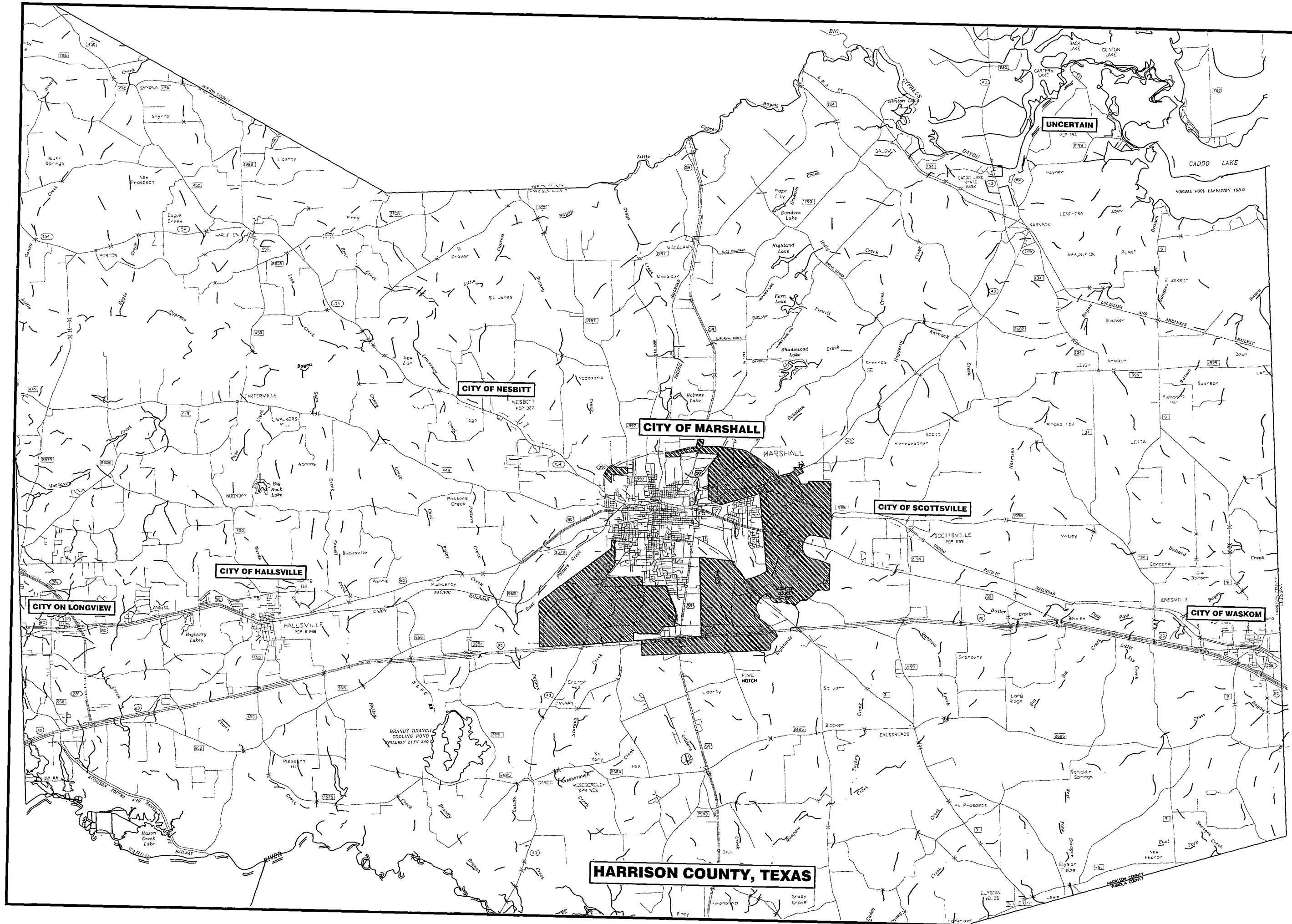
Detailed (Large scale) Map

**OVERSIZED MAP(s) or DOCUMENT(s)**

**TO VIEW  
OVERSIZED MAP(s) or DOCUMENT(s)**

**PLEASE CONTACT  
CENTRAL RECORDS  
512.936.7180**

**Thank you**



GENERAL  
LOCATION MAP

CITY OF MARSHALL  
LOCATION MAP  
HARRISON COUNTY, TEXAS

**HAYES ENGINEERING, INC.**  
Texas Registered Engineering Firm F-1465  
2126 Alpine St. Longview, TX 75601-3401  
Tel (803) 758-2010 • Fax (803) 758-2099

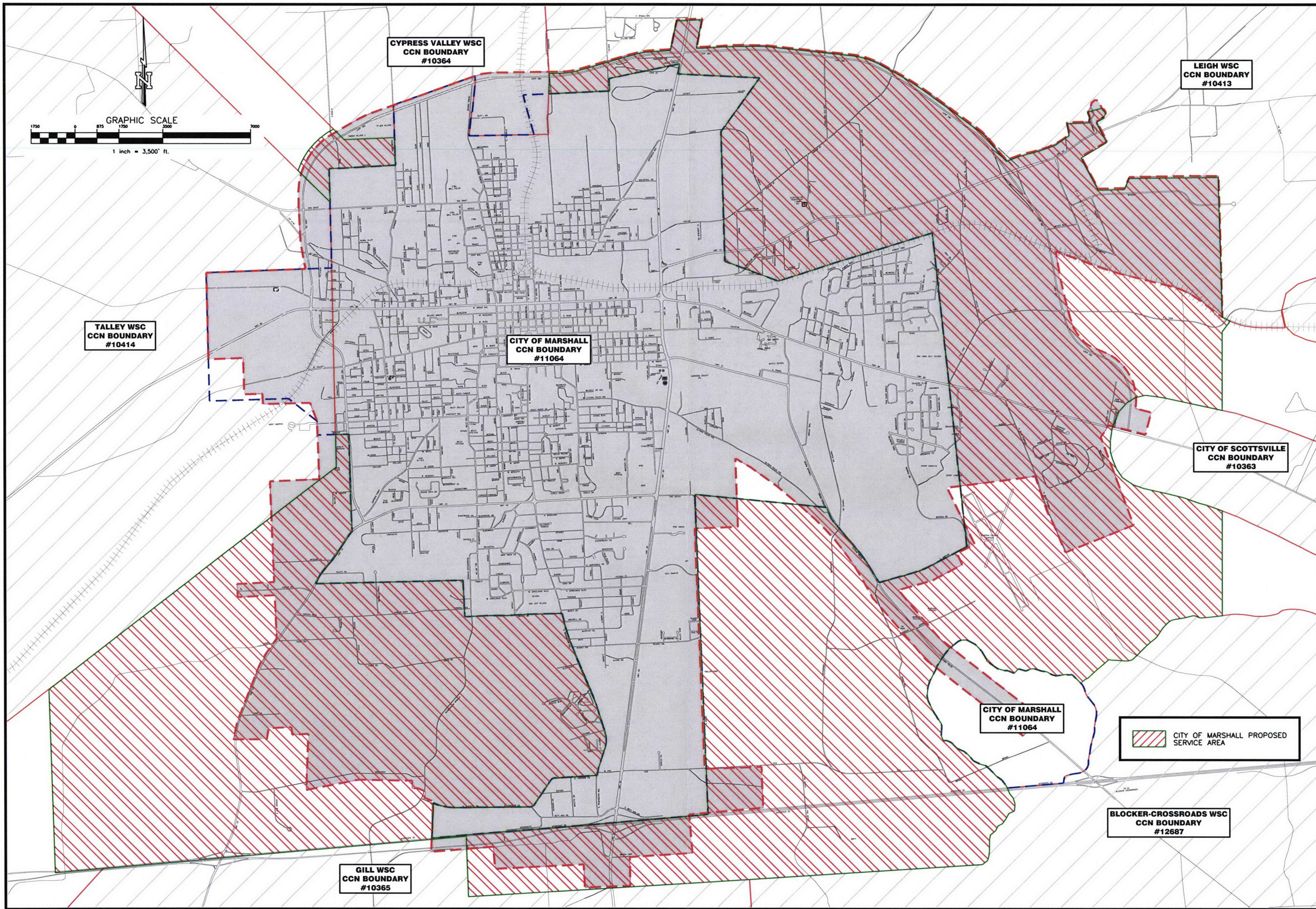


DRAWN BY : J.T.S.  
CHECKED BY : S.R.H.  
DATE : OCT. 2018  
SCALE : N.T.S.  
JOB NO. : MA-18-10

SHEET  
ATTACHMENT

H





PROPOSED  
CCA BOUNDARY

CITY OF MARSHALL  
CCA AMENDMENT  
HARRISON COUNTY, TEXAS

**HAYES ENGINEERING, INC.**  
Texas Registered Engineering Firm E-1465  
2126 Alpine St. Longview, TX 75601-3401  
Tel.: (937) 756-2010 • Fax: (937) 756-2099



DRAWN BY: J.T.S.  
CHECKED BY: S.R.H.  
DATE: OCT. 2018  
SCALE: 1"=3,500'  
JOB NO.: MA-18-10

SHEET  
ATTACHMENT

H



**ATTACHMENT H**

Part F: Question 32

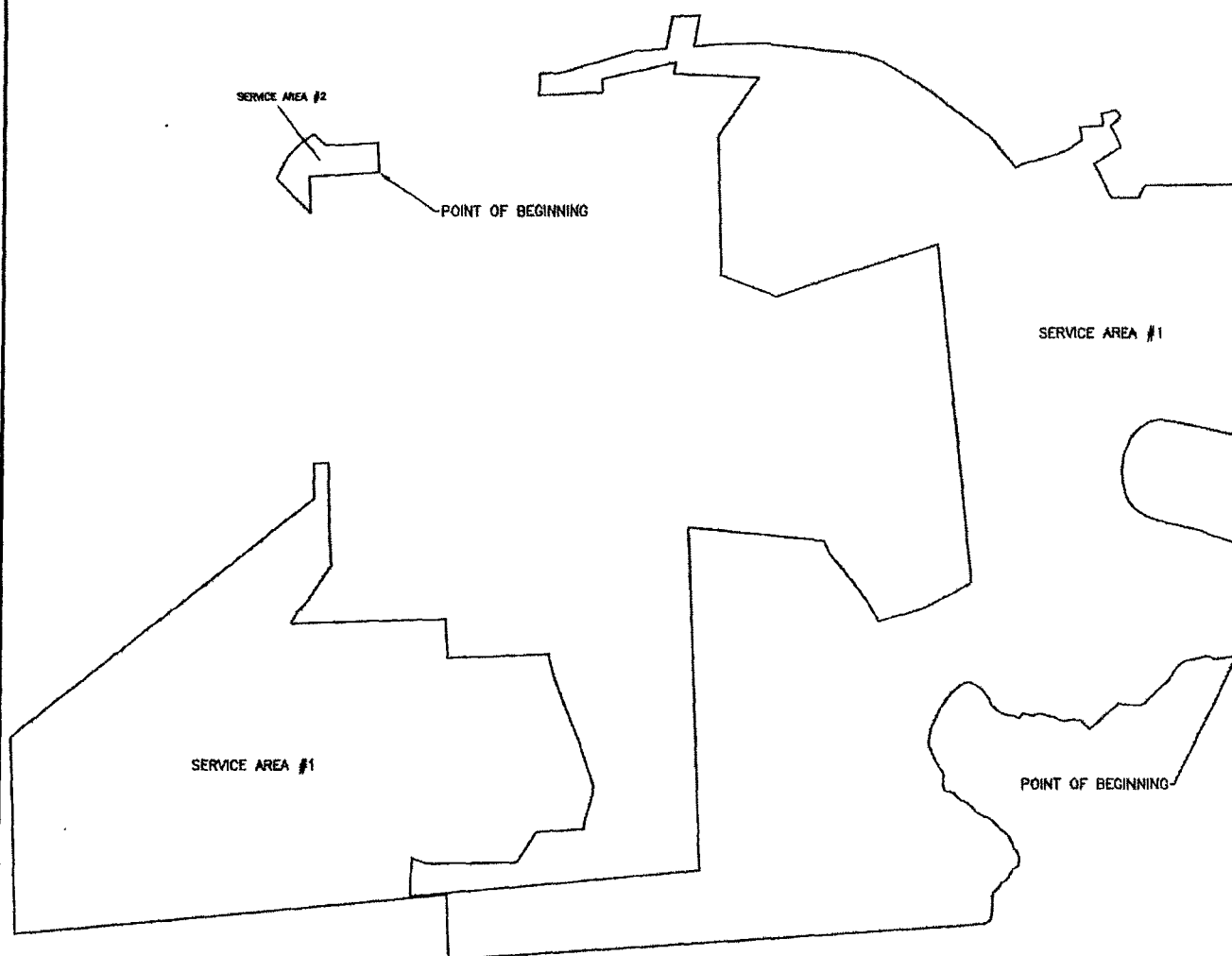
General Location (Small scale) Map

# **ATTACHMENT I**

## **Part F**

### **Written Description of Proposed Area**





ATTACHMENT D



**HAYES ENGINEERING, INC.**  
TEXAS REGISTERED ENGINEERING FIRM F-1485  
2126 Alpine St. Longview, TX 75601-3401  
Tel.: (903) 758-2010 • Fax: (903) 758-2089

**CITY OF MARSHALL**  
**CCN AMENDMENT APPLICATION**  
**METES & BOUNDS P.O.B. MAP**

DATE : AUG. 2018  
SCALE : N.T.S.  
JOB NO. : MA1801

# City of Marshall

## PUC CCN Amendment Application

### Meets and Bounds of Proposed Service Area(s)

By:

**Hayes Engineering, Inc.**

---

**Metes and Bounds Report**

**Project Name:** MA-18-10 Water CCN  
Amendment

**Report Date:** 8/23/2018 2:11:59 PM

**Client:** City of Marshall CCN Amendment

**Project Description:** Proposed Service  
Area(s)

**Prepared by:** Joey Scott

---

### Metes and Bounds description of parcel Property : Service Area #1

Beginning at a point whose Northing is 6895101.736 and whose Easting is 3269123.628 ;  
thence bearing S 81-46-13.153 W a distance of 139.455 ;  
thence bearing S 83-36-19.149 W a distance of 352.048 ;  
thence bearing S 85-2-0.635 W a distance of 348.033 ;  
thence bearing N 87-0-16.964 W a distance of 40.173 ;  
thence bearing N 72-30-13.120 W a distance of 73.207 ;  
thence bearing N 65-57-48.043 W a distance of 114.244 ;  
thence bearing N 74-0-51.418 W a distance of 54.331 ;  
thence bearing N 89-23-58.686 W a distance of 52.421 ;  
thence bearing S 76-33-59.689 W a distance of 175.256 ;  
thence bearing S 75-21-15.133 W a distance of 176.201 ;  
thence bearing S 81-9-41.645 W a distance of 238.595 ;  
thence bearing S 80-56-37.654 W a distance of 120.061 ;  
thence bearing S 76-22-43.752 W a distance of 120.717 ;  
thence bearing S 69-1-17.032 W a distance of 60.698 ;  
thence bearing S 59-11-47.564 W a distance of 105.306 ;  
thence bearing S 50-43-31.931 W a distance of 80.014 ;  
thence bearing S 44-58-18.120 W a distance of 121.949 ;  
thence bearing S 41-53-44.909 W a distance of 122.219 ;  
thence bearing S 37-2-25.534 W a distance of 132.599 ;  
thence bearing S 31-53-34.056 W a distance of 197.949 ;  
thence bearing S 35-2-40.996 W a distance of 97.754 ;

thence bearing S 42-3-56.241 W a distance of 97.419 ;  
thence bearing S 51-4-31.219 W a distance of 194.576 ;  
thence bearing S 52-18-24.602 W a distance of 97.527 ;  
thence bearing S 48-30-27.452 W a distance of 97.204 ;  
thence bearing S 45-12-27.134 W a distance of 218.968 ;  
thence bearing S 45-8-21.672 W a distance of 219.063 ;  
thence bearing S 44-46-46.419 W a distance of 23.335 ;  
thence bearing S 44-46-48.228 W a distance of 167.868 ;  
thence bearing S 47-3-0.011 W a distance of 195.778 ;  
thence bearing S 54-41-43.608 W a distance of 49.202 ;  
thence bearing S 67-17-50.995 W a distance of 84.377 ;  
thence bearing S 78-21-50.337 W a distance of 64.080 ;  
thence bearing S 86-9-8.095 W a distance of 97.501 ;  
thence bearing N 88-56-45.894 W a distance of 96.179 ;  
thence bearing N 84-50-35.853 W a distance of 160.179 ;  
thence bearing N 85-8-8.840 W a distance of 160.237 ;  
thence bearing S 86-36-5.429 W a distance of 62.325 ;  
thence bearing N 88-48-16.032 W a distance of 61.750 ;  
thence bearing N 79-18-24.638 W a distance of 76.174 ;  
thence bearing N 79-18-19.834 W a distance of 76.164 ;  
thence bearing S 49-23-9.800 W a distance of 130.063 ;  
thence bearing S 49-25-45.289 W a distance of 259.315 ;  
thence bearing S 49-25-56.356 W a distance of 259.316 ;  
thence bearing S 46-55-6.694 W a distance of 230.626 ;  
thence bearing S 46-53-12.822 W a distance of 230.623 ;  
thence bearing S 62-23-44.975 W a distance of 67.870 ;  
thence bearing S 62-12-46.888 W a distance of 67.827 ;  
thence bearing S 48-59-56.891 W a distance of 106.275 ;  
thence bearing S 48-59-59.072 W a distance of 92.850 ;  
thence bearing S 49-26-56.557 W a distance of 12.431 ;  
thence bearing N 43-32-6.109 W a distance of 3.385 ;  
thence bearing N 45-8-1.301 W a distance of 201.557 ;  
thence bearing N 45-48-5.683 W a distance of 279.403 ;  
thence bearing S 85-2-34.618 W a distance of 122.728 ;  
thence bearing N 83-9-48.899 W a distance of 143.908 ;  
thence bearing S 79-44-36.964 W a distance of 161.534 ;  
thence bearing S 83-5-2.580 W a distance of 216.149 ;  
thence bearing N 73-25-57.364 W a distance of 171.109 ;  
thence bearing N 59-30-37.503 W a distance of 213.467 ;  
thence bearing N 81-47-10.529 W a distance of 213.891 ;  
thence bearing N 71-14-55.397 W a distance of 259.647 ;  
thence bearing N 86-53-39.616 W a distance of 165.031 ;  
thence bearing S 69-6-36.894 W a distance of 246.682 ;  
thence bearing N 73-55-23.001 W a distance of 297.075 ;  
thence bearing S 46-13-19.907 W a distance of 249.060 ;  
thence bearing N 67-15-32.036 W a distance of 259.830 ;

thence bearing N 87-21-0.328 W a distance of 164.312 ;  
thence bearing N 73-56-0.329 W a distance of 246.277 ;  
thence bearing N 54-21-8.109 W a distance of 538.855 ;  
thence bearing N 20-1-28.448 W a distance of 169.086 ;  
thence bearing N 31-19-10.595 W a distance of 258.884 ;  
thence bearing N 43-10-26.425 W a distance of 372.801 ;  
thence bearing N 61-31-21.726 W a distance of 361.267 ;  
thence bearing N 87-33-58.932 W a distance of 186.737 ;  
thence bearing S 74-19-10.173 W a distance of 168.686 ;  
thence bearing S 52-4-17.515 W a distance of 342.986 ;  
thence bearing S 52-4-18.370 W a distance of 128.122 ;  
thence bearing S 38-39-26.666 W a distance of 314.615 ;  
thence bearing S 34-21-23.022 W a distance of 39.420 ;  
thence bearing S 32-43-11.808 W a distance of 76.681 ;  
thence bearing S 32-52-14.745 W a distance of 110.548 ;  
thence bearing S 32-10-17.921 W a distance of 154.591 ;  
thence bearing S 32-7-0.103 W a distance of 159.486 ;  
thence bearing S 19-37-52.990 W a distance of 186.897 ;  
thence bearing S 28-12-26.387 W a distance of 111.658 ;  
thence bearing S 27-43-49.700 W a distance of 343.088 ;  
thence bearing S 18-27-45.001 W a distance of 258.357 ;  
thence bearing S 5-48-9.981 W a distance of 217.104 ;  
thence bearing S 6-12-58.687 W a distance of 150.733 ;  
thence bearing S 13-27-16.404 E a distance of 199.170 ;  
thence bearing S 24-37-10.965 E a distance of 413.803 ;  
thence bearing S 31-5-49.403 E a distance of 350.765 ;  
thence bearing S 33-22-45.930 E a distance of 216.982 ;  
thence bearing S 33-41-3.734 E a distance of 102.262 ;  
thence bearing S 2-17-3.809 E a distance of 58.996 ;  
thence bearing S 0-39-59.256 W a distance of 88.679 ;  
thence bearing S 3-21-0.638 W a distance of 116.748 ;  
thence bearing S 4-6-31.948 W a distance of 80.929 ;  
thence bearing S 3-35-37.500 W a distance of 107.041 ;  
thence bearing S 22-46-35.347 E a distance of 224.432 ;  
thence bearing N 89-59-51.797 E a distance of 156.111 ;  
thence bearing S 64-26-27.188 E a distance of 186.149 ;  
thence bearing S 46-27-35.655 E a distance of 347.269 ;  
thence bearing S 66-33-12.100 E a distance of 283.935 ;  
thence bearing S 49-10-39.161 E a distance of 101.724 ;  
thence bearing S 48-37-42.061 E a distance of 108.968 ;  
thence bearing S 40-22-27.467 E a distance of 180.388 ;  
thence bearing S 40-37-5.675 E a distance of 132.562 ;  
thence bearing S 64-28-54.923 E a distance of 317.955 ;  
thence bearing S 75-20-14.452 E a distance of 210.955 ;  
thence bearing S 46-29-55.786 E a distance of 329.657 ;  
thence bearing S 42-21-30.968 E a distance of 249.254 ;

thence bearing S 52-47-15.041 E a distance of 300.908 ;  
thence bearing S 36-28-58.822 E a distance of 271.980 ;  
thence bearing S 26-37-55.136 E a distance of 87.419 ;  
thence bearing S 22-9-26.211 E a distance of 237.256 ;  
thence bearing S 38-48-56.023 E a distance of 223.550 ;  
thence bearing S 17-18-27.629 E a distance of 242.291 ;  
thence bearing S 5-20-59.007 W a distance of 291.830 ;  
thence bearing S 66-50-31.918 W a distance of 242.054 ;  
thence bearing S 28-13-9.378 W a distance of 245.120 ;  
thence bearing S 36-1-16.168 W a distance of 239.259 ;  
thence bearing S 61-56-0.067 W a distance of 199.113 ;  
thence bearing S 26-2-39.134 W a distance of 212.795 ;  
thence bearing S 51-3-20.778 W a distance of 262.892 ;  
thence bearing S 10-19-34.871 W a distance of 176.273 ;  
thence bearing S 0-23-34.393 W a distance of 230.103 ;  
thence bearing S 0-39-59.256 W a distance of 203.863 ;  
thence bearing S 7-22-34.907 W a distance of 232.638 ;  
thence bearing S 13-39-39.652 W a distance of 181.325 ;  
thence bearing S 51-59-0.509 W a distance of 265.951 ;  
thence bearing S 86-18-52.709 W a distance of 9241.147 ;  
thence bearing S 86-24-52.791 W a distance of 11167.974 ;  
thence bearing N 2-14-40.469 W a distance of 2407.874 ;  
thence bearing S 84-56-4.968 W a distance of 1379.189 ;  
thence bearing S 84-56-4.968 W a distance of 2435.073 ;  
thence bearing S 84-56-1.834 W a distance of 5851.668 ;  
thence bearing S 84-57-30.998 W a distance of 3876.969 ;  
thence bearing S 84-56-55.547 W a distance of 2889.749 ;  
thence bearing N 1-52-14.653 W a distance of 7322.769 ;  
thence bearing N 52-18-59.767 E a distance of 11241.364 ;  
thence bearing N 52-18-59.767 E a distance of 3246.986 ;  
thence bearing N 1-14-57.879 W a distance of 1288.632 ;  
thence bearing N 88-24-53.813 E a distance of 539.076 ;  
thence bearing S 1-32-55.063 E a distance of 1181.811 ;  
thence bearing S 1-32-55.019 E a distance of 367.818 ;  
thence bearing S 0-22-4.154 E a distance of 159.458 ;  
thence bearing S 0-30-3.169 E a distance of 32.248 ;  
thence bearing S 0-22-59.991 E a distance of 10.189 ;  
thence bearing S 1-31-16.049 W a distance of 157.824 ;  
thence bearing S 2-23-1.037 E a distance of 1962.576 ;  
thence bearing S 39-24-45.153 W a distance of 97.488 ;  
thence bearing S 35-49-13.510 W a distance of 81.514 ;  
thence bearing S 33-43-51.112 W a distance of 166.890 ;  
thence bearing S 33-46-12.495 W a distance of 254.369 ;  
thence bearing S 34-10-8.415 W a distance of 715.949 ;  
thence bearing S 38-42-49.329 W a distance of 54.831 ;  
thence bearing S 40-22-22.802 W a distance of 625.930 ;

thence bearing S 37-55-18.861 W a distance of 83.732 ;  
thence bearing S 32-36-17.181 W a distance of 85.172 ;  
thence bearing S 27-51-52.384 W a distance of 75.987 ;  
thence bearing S 26-47-21.790 W a distance of 311.174 ;  
thence bearing N 88-39-59.206 E a distance of 5861.605 ;  
thence bearing S 2-45-12.883 E a distance of 1452.105 ;  
thence bearing N 86-54-54.213 E a distance of 317.150 ;  
thence bearing N 87-3-7.650 E a distance of 628.156 ;  
thence bearing S 89-26-29.225 E a distance of 442.003 ;  
thence bearing N 88-56-42.012 E a distance of 304.795 ;  
thence bearing N 86-22-24.474 E a distance of 311.358 ;  
thence bearing N 85-27-32.189 E a distance of 330.159 ;  
thence bearing N 88-25-0.848 E a distance of 1515.278 ;  
thence bearing S 13-49-42.455 E a distance of 436.268 ;  
thence bearing S 14-46-4.014 E a distance of 229.230 ;  
thence bearing S 16-56-31.469 E a distance of 196.938 ;  
thence bearing S 16-53-38.628 E a distance of 32.552 ;  
thence bearing S 18-49-10.532 E a distance of 81.260 ;  
thence bearing S 18-48-55.458 E a distance of 149.598 ;  
thence bearing S 20-53-48.873 E a distance of 122.922 ;  
thence bearing S 20-46-52.023 E a distance of 94.545 ;  
thence bearing S 22-4-1.388 E a distance of 76.243 ;  
thence bearing S 21-53-26.518 E a distance of 27.650 ;  
thence bearing S 22-41-33.878 E a distance of 128.805 ;  
thence bearing S 22-26-40.288 E a distance of 236.202 ;  
thence bearing S 22-38-42.907 E a distance of 235.273 ;  
thence bearing S 22-29-50.123 E a distance of 254.668 ;  
thence bearing S 22-35-52.405 E a distance of 180.027 ;  
thence bearing S 22-28-14.866 E a distance of 240.947 ;  
thence bearing S 22-32-52.600 E a distance of 186.371 ;  
thence bearing S 22-34-1.434 E a distance of 253.946 ;  
thence bearing S 22-41-28.359 E a distance of 222.945 ;  
thence bearing S 22-22-13.303 E a distance of 91.355 ;  
thence bearing S 20-53-7.807 E a distance of 150.789 ;  
thence bearing S 20-50-5.511 E a distance of 125.403 ;  
thence bearing S 18-23-49.274 E a distance of 135.916 ;  
thence bearing S 18-21-12.241 E a distance of 255.554 ;  
thence bearing S 18-16-52.149 E a distance of 291.579 ;  
thence bearing S 18-19-48.547 E a distance of 304.129 ;  
thence bearing S 18-17-2.898 E a distance of 234.679 ;  
thence bearing S 15-55-15.278 E a distance of 96.328 ;  
thence bearing S 11-16-55.294 E a distance of 96.773 ;  
thence bearing S 6-20-20.535 E a distance of 93.410 ;  
thence bearing S 1-9-32.896 E a distance of 98.655 ;  
thence bearing S 3-31-44.560 W a distance of 94.402 ;  
thence bearing S 8-27-11.939 W a distance of 92.782 ;

thence bearing S 12-51-38.873 W a distance of 94.852 ;  
thence bearing S 16-53-37.295 W a distance of 54.826 ;  
thence bearing S 18-11-7.571 W a distance of 341.924 ;  
thence bearing S 18-12-4.528 W a distance of 490.271 ;  
thence bearing S 11-4-26.808 W a distance of 117.430 ;  
thence bearing S 7-21-7.051 W a distance of 107.982 ;  
thence bearing S 3-45-4.506 W a distance of 65.701 ;  
thence bearing S 86-25-45.332 W a distance of 69.875 ;  
thence bearing S 86-25-44.536 W a distance of 1616.815 ;  
thence bearing S 81-42-46.735 W a distance of 35.377 ;  
thence bearing S 72-7-14.774 W a distance of 41.673 ;  
thence bearing S 60-47-0.142 W a distance of 42.553 ;  
thence bearing S 49-56-32.872 W a distance of 41.781 ;  
thence bearing S 39-5-39.870 W a distance of 42.528 ;  
thence bearing S 33-39-40.420 W a distance of 113.258 ;  
thence bearing S 33-33-7.859 W a distance of 119.676 ;  
thence bearing S 33-32-58.421 W a distance of 211.475 ;  
thence bearing S 33-34-44.787 W a distance of 422.108 ;  
thence bearing S 33-36-0.848 W a distance of 190.929 ;  
thence bearing S 33-16-53.008 W a distance of 89.895 ;  
thence bearing S 38-51-54.367 W a distance of 44.817 ;  
thence bearing S 50-14-24.533 W a distance of 40.958 ;  
thence bearing S 61-23-28.115 W a distance of 43.687 ;  
thence bearing S 72-13-54.558 W a distance of 38.343 ;  
thence bearing S 84-19-34.029 W a distance of 41.827 ;  
thence bearing S 89-18-8.673 W a distance of 72.771 ;  
thence bearing S 89-22-8.143 W a distance of 2039.848 ;  
thence bearing S 89-5-41.040 W a distance of 568.361 ;  
thence bearing S 89-4-13.253 W a distance of 186.568 ;  
thence bearing N 89-33-48.717 W a distance of 143.770 ;  
thence bearing N 85-58-1.891 W a distance of 88.493 ;  
thence bearing N 86-2-39.733 W a distance of 50.315 ;  
thence bearing N 82-45-41.744 W a distance of 126.121 ;  
thence bearing N 79-27-53.441 W a distance of 135.438 ;  
thence bearing N 75-51-1.689 W a distance of 137.143 ;  
thence bearing N 72-31-44.642 W a distance of 132.184 ;  
thence bearing N 69-2-37.593 W a distance of 127.635 ;  
thence bearing N 67-28-1.913 W a distance of 63.868 ;  
thence bearing S 2-8-44.921 W a distance of 1409.865 ;  
thence bearing N 84-48-51.327 E a distance of 1374.618 ;  
thence bearing N 84-48-51.327 E a distance of 725.372 ;  
thence bearing N 85-11-9.673 E a distance of 1808.491 ;  
thence bearing N 85-13-38.660 E a distance of 1887.963 ;  
thence bearing N 85-18-12.293 E a distance of 219.087 ;  
thence bearing N 84-57-21.093 E a distance of 483.170 ;  
thence bearing N 84-51-49.028 E a distance of 169.884 ;

thence bearing N 84-51-49.088 E a distance of 32.707 ;  
thence bearing N 84-51-49.052 E a distance of 237.701 ;  
thence bearing N 84-56-27.337 E a distance of 339.122 ;  
thence bearing N 85-12-22.597 E a distance of 121.635 ;  
thence bearing N 84-53-2.263 E a distance of 141.390 ;  
thence bearing N 84-57-21.228 E a distance of 438.432 ;  
thence bearing N 84-53-24.050 E a distance of 539.602 ;  
thence bearing N 84-59-40.056 E a distance of 657.604 ;  
thence bearing N 84-55-12.668 E a distance of 1707.307 ;  
thence bearing N 84-58-44.014 E a distance of 121.082 ;  
thence bearing N 2-19-0.892 W a distance of 1111.221 ;  
thence bearing N 2-16-54.076 W a distance of 1546.208 ;  
thence bearing N 2-54-35.707 W a distance of 106.341 ;  
thence bearing S 84-22-31.240 E a distance of 5239.501 ;  
thence bearing S 23-14-48.516 E a distance of 357.532 ;  
thence bearing S 25-20-12.423 E a distance of 101.480 ;  
thence bearing S 30-12-29.282 E a distance of 97.972 ;  
thence bearing S 35-14-35.410 E a distance of 95.581 ;  
thence bearing S 38-32-53.695 E a distance of 71.780 ;  
thence bearing S 40-42-17.918 E a distance of 193.868 ;  
thence bearing S 40-47-9.520 E a distance of 116.941 ;  
thence bearing S 40-34-26.300 E a distance of 263.889 ;  
thence bearing S 40-39-7.559 E a distance of 235.178 ;  
thence bearing S 40-45-2.829 E a distance of 176.206 ;  
thence bearing S 40-29-59.392 E a distance of 122.339 ;  
thence bearing S 40-39-56.769 E a distance of 196.714 ;  
thence bearing S 39-30-24.086 E a distance of 213.111 ;  
thence bearing S 37-8-31.881 E a distance of 168.378 ;  
thence bearing S 37-24-21.133 E a distance of 33.910 ;  
thence bearing S 34-59-28.164 E a distance of 197.674 ;  
thence bearing S 32-20-34.081 E a distance of 72.686 ;  
thence bearing S 32-51-28.594 E a distance of 128.086 ;  
thence bearing S 31-25-18.165 E a distance of 163.318 ;  
thence bearing S 31-5-21.690 E a distance of 281.505 ;  
thence bearing S 31-14-39.163 E a distance of 313.949 ;  
thence bearing S 32-14-19.406 E a distance of 63.062 ;  
thence bearing N 74-11-9.117 E a distance of 1248.312 ;  
thence bearing N 74-1-36.292 E a distance of 78.013 ;  
thence bearing N 73-13-9.640 E a distance of 140.628 ;  
thence bearing N 70-51-18.065 E a distance of 187.414 ;  
thence bearing N 68-32-30.801 E a distance of 180.288 ;  
thence bearing N 65-50-53.500 E a distance of 152.635 ;  
thence bearing N 66-36-32.831 E a distance of 33.582 ;  
thence bearing N 63-37-15.855 E a distance of 116.815 ;  
thence bearing N 63-32-41.552 E a distance of 75.674 ;  
thence bearing N 62-5-31.363 E a distance of 69.836 ;



thence bearing N 62-9-11.962 E a distance of 180.096 ;  
thence bearing N 62-7-3.158 E a distance of 162.703 ;  
thence bearing N 62-8-44.965 E a distance of 724.798 ;  
thence bearing N 62-7-44.502 E a distance of 377.105 ;  
thence bearing N 51-47-29.802 E a distance of 66.258 ;  
thence bearing N 6-15-53.182 W a distance of 12565.509 ;  
thence bearing S 72-53-36.382 W a distance of 1916.346 ;  
thence bearing S 72-54-33.216 W a distance of 2133.503 ;  
thence bearing S 71-49-15.462 W a distance of 2351.312 ;  
thence bearing N 69-32-43.422 W a distance of 2262.807 ;  
thence bearing N 69-32-57.749 W a distance of 3.372 ;  
thence bearing N 1-34-45.410 W a distance of 1643.851 ;  
thence bearing N 1-34-45.411 W a distance of 859.856 ;  
thence bearing N 1-34-45.410 W a distance of 1338.009 ;  
thence bearing N 1-34-45.406 W a distance of 1340.861 ;  
thence bearing N 35-43-0.660 E a distance of 2630.925 ;  
thence bearing N 87-23-12.846 W a distance of 3266.524 ;  
thence bearing N 11-39-10.585 E a distance of 417.518 ;  
thence bearing S 78-1-16.654 W a distance of 2850.151 ;  
thence bearing S 2-17-16.492 E a distance of 498.261 ;  
thence bearing S 87-20-29.487 W a distance of 2427.718 ;  
thence bearing N 2-37-40.296 E a distance of 654.109 ;  
thence bearing N 3-13-3.996 W a distance of 150.123 ;  
thence bearing N 89-12-3.499 E a distance of 104.616 ;  
thence bearing N 88-20-17.854 E a distance of 456.849 ;  
thence bearing N 83-51-7.459 E a distance of 130.545 ;  
thence bearing N 83-26-52.593 E a distance of 104.914 ;  
thence bearing N 80-9-27.161 E a distance of 127.728 ;  
thence bearing N 77-23-0.407 E a distance of 108.802 ;  
thence bearing N 74-21-37.047 E a distance of 198.035 ;  
thence bearing N 73-57-57.080 E a distance of 1084.739 ;  
thence bearing N 73-6-26.392 E a distance of 320.264 ;  
thence bearing N 74-20-42.033 E a distance of 1070.823 ;  
thence bearing N 81-1-42.467 E a distance of 206.879 ;  
thence bearing N 86-12-45.514 E a distance of 297.639 ;  
thence bearing N 85-38-23.219 E a distance of 698.676 ;  
thence bearing N 11-56-53.785 E a distance of 393.737 ;  
thence bearing N 11-56-53.913 E a distance of 804.641 ;  
thence bearing N 87-15-36.150 E a distance of 1017.459 ;  
thence bearing S 11-1-3.613 W a distance of 843.572 ;  
thence bearing S 11-1-3.356 W a distance of 48.098 ;  
thence bearing S 11-1-3.541 W a distance of 262.427 ;  
thence bearing N 88-51-52.542 E a distance of 260.322 ;  
thence bearing N 86-14-18.168 E a distance of 775.193 ;  
thence bearing N 87-37-20.184 E a distance of 487.393 ;  
thence bearing N 89-23-21.803 E a distance of 551.078 ;

thence bearing S 89-40-53.752 E a distance of 671.615 ;  
thence bearing S 83-46-1.851 E a distance of 1012.448 ;  
thence bearing S 84-1-3.156 E a distance of 302.629 ;  
thence bearing S 84-2-26.876 E a distance of 2192.190 ;  
thence bearing S 79-40-17.936 E a distance of 136.784 ;  
thence bearing S 77-34-55.927 E a distance of 277.412 ;  
thence bearing S 71-8-53.417 E a distance of 301.837 ;  
thence bearing S 66-48-51.210 E a distance of 142.471 ;  
thence bearing S 67-46-13.885 E a distance of 195.889 ;  
thence bearing S 59-50-5.816 E a distance of 263.405 ;  
thence bearing S 60-47-5.069 E a distance of 364.513 ;  
thence bearing S 60-36-56.387 E a distance of 478.796 ;  
thence bearing S 59-13-8.256 E a distance of 378.901 ;  
thence bearing S 56-32-24.512 E a distance of 343.515 ;  
thence bearing S 55-11-4.074 E a distance of 502.901 ;  
thence bearing S 53-1-57.202 E a distance of 401.526 ;  
thence bearing S 54-5-51.703 E a distance of 254.592 ;  
thence bearing S 54-5-51.892 E a distance of 28.939 ;  
thence bearing S 54-5-51.143 E a distance of 70.645 ;  
thence bearing S 53-35-17.523 E a distance of 838.218 ;  
thence bearing S 52-55-8.258 E a distance of 590.806 ;  
thence bearing S 54-45-44.999 E a distance of 314.225 ;  
thence bearing S 49-41-59.309 E a distance of 117.266 ;  
thence bearing S 46-38-8.192 E a distance of 188.648 ;  
thence bearing S 46-38-12.490 E a distance of 10.599 ;  
thence bearing S 39-8-14.901 E a distance of 133.898 ;  
thence bearing S 40-10-11.633 E a distance of 253.246 ;  
thence bearing S 37-12-39.120 E a distance of 167.054 ;  
thence bearing S 35-27-20.312 E a distance of 203.217 ;  
thence bearing S 41-54-7.275 E a distance of 524.693 ;  
thence bearing N 67-47-9.383 E a distance of 224.813 ;  
thence bearing N 69-54-9.068 E a distance of 328.623 ;  
thence bearing N 74-11-38.872 E a distance of 309.329 ;  
thence bearing N 75-34-52.658 E a distance of 420.411 ;  
thence bearing N 71-52-18.385 E a distance of 408.476 ;  
thence bearing N 68-14-5.926 E a distance of 372.885 ;  
thence bearing N 54-50-54.705 E a distance of 661.617 ;  
thence bearing N 11-4-3.853 W a distance of 481.404 ;  
thence bearing N 87-32-57.894 E a distance of 867.188 ;  
thence bearing N 9-22-23.112 E a distance of 206.804 ;  
thence bearing N 20-34-19.877 W a distance of 212.473 ;  
thence bearing N 21-26-11.627 E a distance of 44.581 ;  
thence bearing N 76-17-15.606 E a distance of 548.368 ;  
thence bearing S 34-35-52.939 E a distance of 88.263 ;  
thence bearing S 61-40-44.297 E a distance of 44.183 ;  
thence bearing S 41-22-58.766 E a distance of 71.603 ;

thence bearing S 15-6-26.399 E a distance of 54.730 ;  
thence bearing S 5-44-8.929 W a distance of 15.934 ;  
thence bearing S 5-44-9.630 W a distance of 37.747 ;  
thence bearing S 20-43-35.089 W a distance of 40.237 ;  
thence bearing S 60-48-14.076 W a distance of 162.941 ;  
thence bearing S 80-6-2.563 E a distance of 105.512 ;  
thence bearing S 59-45-19.144 W a distance of 347.768 ;  
thence bearing S 27-31-33.506 E a distance of 897.661 ;  
thence bearing S 58-41-34.206 W a distance of 1192.269 ;  
thence bearing S 27-40-32.527 E a distance of 957.357 ;  
thence bearing S 27-40-32.452 E a distance of 493.988 ;  
thence bearing N 88-33-21.338 E a distance of 1036.218 ;  
thence bearing N 23-9-22.869 E a distance of 480.754 ;  
thence bearing N 89-3-13.750 E a distance of 855.173 ;  
thence bearing N 89-26-6.340 E a distance of 2684.920 ;  
thence bearing S 1-30-57.007 E a distance of 1727.056 ;  
thence bearing S 1-30-56.483 E a distance of 56.768 ;  
thence bearing S 1-30-57.006 E a distance of 3786.266 ;  
thence bearing S 60-56-6.011 E a distance of 88.366 ;  
thence bearing S 63-20-8.519 E a distance of 169.596 ;  
thence bearing S 63-46-58.547 E a distance of 96.715 ;  
thence bearing S 36-48-7.102 W a distance of 526.771 ;  
thence bearing S 0-0-0.000 E a distance of 3132.485 ;  
thence bearing N 77-54-11.668 W a distance of 2317.664 ;  
thence bearing N 80-54-23.679 W a distance of 422.157 ;  
thence bearing N 83-1-35.099 W a distance of 369.570 ;  
thence bearing S 76-30-6.753 W a distance of 418.730 ;  
thence bearing S 58-54-25.070 W a distance of 381.998 ;  
thence bearing S 41-40-31.983 W a distance of 471.415 ;  
thence bearing S 22-14-16.034 W a distance of 637.471 ;  
thence bearing S 22-14-16.034 W a distance of 77.683 ;  
thence bearing S 8-1-7.786 W a distance of 483.441 ;  
thence bearing S 0-43-30.266 E a distance of 477.674 ;  
thence bearing S 16-41-15.320 E a distance of 324.085 ;  
thence bearing S 22-10-1.817 E a distance of 398.566 ;  
thence bearing S 34-33-4.046 E a distance of 402.300 ;  
thence bearing S 56-13-19.936 E a distance of 530.874 ;  
thence bearing S 70-53-54.978 E a distance of 427.961 ;  
thence bearing S 77-9-43.473 E a distance of 1008.672 ;  
thence bearing S 75-52-14.325 E a distance of 656.026 ;  
thence bearing S 70-53-54.991 E a distance of 342.369 ;  
thence bearing S 69-53-36.470 E a distance of 278.829 ;  
thence bearing S 75-17-50.371 E a distance of 318.853 ;  
thence bearing S 70-2-36.548 E a distance of 637.259 ;  
thence bearing S 0-0-0.000 E a distance of 4174.678 to the point of beginning.

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## **Metes and Bounds description of parcel Property : Service Area #2**

Beginning at a point whose Northing is 6913043.701 and whose Easting is 3236350.064 ;  
thence bearing S 86-33-59.551 W a distance of 1790.073 ;  
thence bearing S 86-48-32.910 W a distance of 393.415 ;  
thence bearing S 88-35-41.039 W a distance of 443.876 ;  
thence bearing S 1-21-0.600 E a distance of 1339.192 ;  
thence bearing N 45-12-10.065 W a distance of 1781.494 ;  
thence bearing N 15-5-20.479 E a distance of 17.811 ;  
thence bearing N 21-45-24.095 E a distance of 327.711 ;  
thence bearing N 28-8-32.040 E a distance of 288.156 ;  
thence bearing N 32-28-36.572 E a distance of 258.897 ;  
thence bearing N 39-57-3.163 E a distance of 366.150 ;  
thence bearing N 45-51-7.849 E a distance of 326.823 ;  
thence bearing N 52-26-24.997 E a distance of 297.309 ;  
thence bearing N 56-38-49.796 E a distance of 168.948 ;  
thence bearing N 62-38-6.975 E a distance of 119.947 ;  
thence bearing N 59-12-42.217 E a distance of 63.778 ;  
thence bearing S 45-3-14.796 E a distance of 605.080 ;  
thence bearing N 87-40-5.184 E a distance of 1984.246 ;  
thence bearing S 1-17-54.207 E a distance of 651.235 ;  
thence bearing S 2-47-34.979 E a distance of 443.459 to the point of beginning.

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