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PETITION OF THE CITY OF NEW	§	
BOSTON AND CENTRAL BOWIE	§	BEFORE THE
COUNTY WATER SUPPLY	§	
CORPORATION FOR APPROVAL OF	§	PUBLIC UTILITY COMMISSION
SERVICE AREA CONTRACT UNDER	§	
TEXAS WATER CODE § 13.248	§	OF TEXAS
AND TO AMEND CERTIFICATE OF	§	
CONVENIENCE AND NECESSITY	§	
IN BOWIE COUNTY	§	

**FIRST AMENDED PETITION FOR APPROVAL OF SERVICE AREA CONTRACT
UNDER TEXAS WATER CODE § 13.248 AND TO AMEND WATER
CERTIFICATES OF CONVENIENCE AND NECESSITY IN BOWIE COUNTY, TEXAS**

TO THE PUBLIC UTILITY COMMISSION OF TEXAS:

COME NOW, the City of New Boston, Texas (“City”), a Type A general law municipality and retail public utility, and Central Bowie County Water Supply Corporation (“Central Bowie County WSC”), a non-profit water supply corporation and retail public utility (collectively, “Petitioners”) and file this First Amended Petition for Approval of Service Area Contract under Texas Water Code (“TWC”) § 13.248 and to Amend Water Certificates of Convenience and Necessity in Bowie County (“Amended Petition”).

This Amended Petition is filed in response to Order No. 2, in which the administrative law judge determined that the Petition was deficient for the reasons described in Commission Staff’s Comments Regarding Administrative Completeness and Notice and the November 3, 2021 memorandum of Jolie Mathis attached to Staff’s Comments (the “Staff Memorandum”). Order No. 2 set a deadline of December 3, 2021 for Petitioners to supplement the Petition to cure the deficiencies described in the Staff Memorandum.

The Staff Memorandum describes mapping deficiencies and requests clarification regarding Petitioners' filing the Petition under both TWC § 13.248 and §13.255. Specifically the Staff Memorandum requests clarification about the intent of filing the petition under both TWC § 13.248 and § 13.255. Central Bowie County WSC and the City executed the "Agreement Regarding Water Utility Service to Designated Areas" (the "Contract"), which is the underlying Contract to this Amended Petition, as a settlement to a separate proceeding before the Commission.¹ There, pursuant to TWC § 13.255 (a) and (b), the City issued notice to Central Bowie County WSC of its intent to provide service to four parcels that it had annexed.² In response, Central Bowie Count WSC petitioned for a cease and desist order.³ The Petitioners ultimately settled by executing the Contract pursuant to TWC § 13.255(a) and TWC § 13.248, both of which allow retail public utilities under certain circumstances to amend their respective certificates of convenience and necessity ("CCNs") by agreement, upon Commission approval. That Contract is the basis for this Amended Petition. Given the complexities of the mapping implicated by filing under both TWC §§ 13.248 and 13.255, Petitioners now seek Commission approval of the Contract pursuant only to TWC § 13.248.

This Amended Petition is timely filed and Petitioners suggest that the style of the case be modified as shown above to reflect that the matter is brought under TWC § 13.248 alone.

I. PETITION

1. Pursuant to TWC § 13.248 and 16 Texas Administrative Code ("TAC") 24.253, contracts between retail public utilities designating areas and customers to be served ("Service Area")

¹ *Petition of Central Bowie Water Supply Corporation for Cease and Desist Order against the City of New Boston*, Docket No. 51160 (April 8, 2021).

² *See id.*, City of New Boston's Notice Pursuant to § 13.255 at 1.

³ *See id.*, Central Bowie County Water Supply Corporation's Status Report, Notice of Settlement, and Unopposed Request for Withdrawal of its Petition and for Dismissal without Prejudice at 1; *see also* the Contract (Exhibit A).

Contracts”) are valid and enforceable and are incorporated into the CCN of the retail public utilities if approved by the Commission after notice and hearing.

2. The City is a “municipality” as defined by TWC § 13.00(12) 16 TWC § 24.3(21) and a “retail public utility” as defined by TWC § 13.002(19) and 16 TAC § 24.3(31), and holds water CCN No. 13164, the boundaries of which are within Bowie County, Texas (the “City CCN”).
3. Central Bowie County WSC is a “water supply corporation” as defined by TWC § 13.002(24) and 16 TAC 24.3(40), and a “retail public utility” as defined by TWC § 13.002(19) and 16 TAC § 24.3(31), and holds CCN No. 10525, the boundaries of which are within Bowie County, Texas (the “*Central Bowie County WSC CCN*”), and which abut the western boundaries of the City CCN.
4. As provided by TWC § 13.248 and 16 TAC 24.253, Central Bowie County WSC, a nonprofit water supply corporation serving retail public water service within its CCN area boundaries, may enter a Service Area Contract with New Boston, a municipality and retail public utility, designating the areas to be served by each.
5. Central Bowie County WSC and the City have entered into the Contract designating water service areas and customers to be served. A copy of the Contract is attached hereto as **Exhibit “A”**.
6. The Contract:
 - i. transfers portions of the City CCN to the Central Bowie County WSC CCN (the “Requested Areas to Transfer from the City CCN to the Central Bowie County WSC CCN”);

- ii. transfers portions of the Central Bowie County WSC CCN to the City CCN (the “Requested Areas to Transfer from the Central Bowie County WSC CCN to the City CCN”); and
 - iii. establishes certain dual certification areas (the “Requested Areas to Dual Certify with the City CCN and Central Bowie County WSC CCN”).
- 7. No existing customers or facilities of either the City or the Central Bowie County WSC will be transferred under the Contract or pursuant to this Amended Petition.
- 8. Under 16 TAC § 24.253(b), retail public utilities may request approval of a Service Area Contract by filing a written petition with the Commission that includes the following:
 - i. Maps of the requested area in accordance with 16 TAC § 24.257(a);
 - ii. A copy of the executed Service Area Contract;
 - iii. The number of customers to be transferred, if any;
 - iv. Notice information in accordance with 16 TAC § 24.253(c);
 - v. Any other information required by the Commission.
- 9. The Contract was discussed and authorized by the Board of Directors of the Central Bowie County WSC at its regular meeting held on December 1, 2020. Copies of the meeting notice, agenda, and minutes for the meeting during which the Contract was discussed by the Board, and an affidavit from Hal Harris, General Manager of Central Bowie County WSC, attesting to the date that notice was provided, are attached hereto as **Exhibit “B.”**
- 10. The Contract was discussed by the Governing Body of the City at its regular meetings held on March 16, 2021. Copies of the meeting agenda and minutes for the meeting during which the Contract was discussed by the Board are attached hereto as **Exhibit “C.”**

11. Attached as **Exhibit “D”** is an affidavit from Ronald Humphrey, Mayor of the City attesting to the date that notice was provided, and which includes a copy of the meeting notices that were issued (the “*City Affidavit*”).
12. Attached as **Exhibit “E”** is the following mapping information:
 - i. a large-scale general location map identifying the transfer areas in reference to the nearest county boundary, city or town (**Exhibit “E-1”**);
 - ii. five maps identifying the Contract Areas in reference to verifiable man-made and natural landmarks (**Exhibit “E-2”**); and
 - iii. digital mapping data.
13. The mapping at **Exhibits “E-1” and “E-2”** provides the CCN boundaries agreed upon by the Petitioners as follows:
 - i. The Requested Areas to Transfer from the City CCN to the Central Bowie County WSC CCN are outlined in red;
 - ii. The Requested Areas to Transfer from the Central Bowie County WSC CCN to the City CCN are depicted with blue hatching; and
 - iii. The Requested Areas to Dual Certify with the City CCN and Central Bowie County WSC CCN are shaded in green.
14. The properties addressed in Paragraph 1 of the Contract and described in Paragraph 1 and Exhibit A to the Contract as Tract One (Lynch), Tract Two (BCDC Properties), and Tract Three (Scott) will *not* be transferred under the Contract but will remain within the Central Bowie County WSC CCN. The Petitioners recognize that if they seek to transfer any of those properties to the City CCN upon the occurrence of the contingencies provided for in

the Contract as it exists now or as it may be amended in the future, a separate filing with the Commission would be necessary.

II. CONCLUSION AND PRAYER

WHEREFORE, PREMISES CONSIDERED, Petitioners respectfully request that: (i) this Amended Petition be deemed properly filed with the Commission; (ii) the Commission approve the Contract as provided under TWC § 13.248 and 16 TAC § 24.253; (iii) the Commission enter an order transferring the Area to be Transferred to the City CCN and the Area to be Transferred to the Central Bowie County WSC CCN as requested herein; (iv) the Commission enter an order designating the Dual Certification Areas as requested herein; and (v) all other orders, acts, procedures and relief be granted as necessary to enforce the Contract.

Respectfully submitted,

JACKSON WALKER L.L.P.
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By: /s/ Alicia French
Alicia French

ATTORNEYS FOR CITY OF NEW BOSTON

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ATTORNEYS FOR CENTRAL BOWIE
COUNTY WATER SUPPLY CORPORATION

Exhibit “A”
(Service Area Contract)

AGREEMENT REGARDING WATER UTILITY SERVICE TO DESIGNATED AREAS

This Agreement is entered into by and between Central Bowie County Water Supply Corporation and the City of New Boston, Texas (cumulatively, the “Parties,” and individually, “Party,” depending upon the context), and is effective upon execution by the second Party to sign the same.

RECITALS

WHEREAS, Central Bowie County Water Supply Corporation is a non-profit water supply corporation and retail public utility and the current holder of the Certificate of Convenience and Necessity (“CCN”) No. 10525 authorized to provide retail public water utility service to specific areas within Bowie County, Texas; and

WHEREAS, the City of New Boston, Texas, is a Type A general law municipality and retail public utility and the holder of CCN No. 13164 authorized to provide retail public water utility service within the City of New Boston, Texas and some adjacent areas; and

WHEREAS, the City of New Boston, Texas, has annexed into the City of New Boston, Texas, or provided water service to the land areas described in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, areas described in Exhibit “A”, together with other areas the Parties desire to realign to facilitate efficiencies of both Parties are described upon the Maps/Plats attached to this Agreement as Exhibit “B”; and

WHEREAS, on August 12, 2020, pursuant to Texas Water Code § 13.252, Central Bowie County Water Supply Corporation filed a cease-and-desist petition with the Public Utility Commission of Texas (“PUC”) complaining that City of New Boston was encroaching into its service area defined by CCN No. 10525; and

WHEREAS, on September 29, 2020, pursuant to Texas Water Code § 13.255, the City of New Boston sent notice of intent to provide retail water service to four parcels of land located within recently annexed city limits but located within Central Bowie County Water Supply Corporations’ CCN No. 10525; and

WHEREAS, Central Bowie County Water Supply Corporation holds outstanding debt issued by the United States Department of Agriculture-Rural Development’s Rural Utilities Service and claims protection of its water utility infrastructure and service area pursuant to 7 U.S.C. § 1926(b); and

WHEREAS, Central Bowie County Water Supply Corporation and the City of New Boston, Texas, desire to provide for the orderly development and expansion of their service areas by memorializing their agreement to cooperate regarding the areas described in Exhibit “A” and

other areas described in Exhibit "B", and enter this agreement in accordance with Texas Water Code § 13.255(a).

NOW, THEREFORE, it is agreed by and between Central Bowie County Water Supply Corporation and the City of New Boston, Texas, as follows:

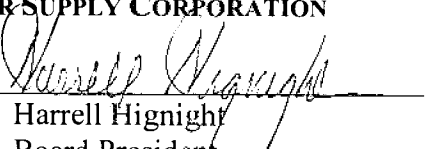
1. Central Bowie County Water Supply Corporation shall provide water service to the properties described as Tract One (Lynch), Tract Two (BCDC Properties), and Tract Three (Scott) and said areas shall remain in the single Certificate of Convenience and Necessity of Central Bowie County Water Supply Corporation; provided, however, if the Central Bowie County Water Supply Corporation lines servicing Tract One and Tract Two are not sufficient to provide a fire hydrant, water pressure and/or water supply in sufficient size and quantities to allow the City of New Boston Fire Department pumper trucks to provide fire protection services to said tracts without damaging or collapsing the Central Bowie County Water Supply Corporation supply lines, then the City of New Boston, Texas, may provide water service to Tracts One and Two. The Parties acknowledge that the current Central Bowie County Water Supply Corporation line to provide a fire hydrant and water service to Tracts One and Two is not capable of supporting the New Boston Fire Department pumper trucks. Central Bowie County Water Supply Corporation shall provide adequate water supply and capacity to meet fire hydrant and firefighting requirements by such date agreed upon by the new owners of said tracts and Central Bowie County Water Supply Corporation. If Central Bowie has not upgraded its lines to provide the quality and quantity necessary to support the City of New Boston Fire Department pumper trucks by said date, the City of New Boston, Texas, may extend its water service line to the property described as Tract One and Tract Two, and provide water service. In such event, the Parties will coordinate to file an agreement with the PUC in accordance with Texas Water Code § 13.255 to amend the Certificates of Convenience and Necessity of each Party to show the property described as Tracts One and Two as dual certification areas. The agreement may, in addition to other terms, include compensation to be paid to Central Bowie County Water Supply Corporation.
2. The areas described in Exhibit "A" as Tract Four shall be removed from the Certificate of Convenience and Necessity of Central Bowie County Water Supply Corporation, and added to the Certificate of Convenience and Necessity of the City of New Boston, Texas, as a single service area.
3. The areas described as "US 82 West" upon Exhibit "B" lying within the Certificate of Convenience and Necessity of Central Bowie County Water Supply Corporation, which lies North of County Road 4008, West of the existing City Limits of the City of New Boston, Texas, South of Interstate Hwy. 30, and East of the Intersection of Interstate Hwy. 30 and County Road 4008, shall be removed from the Certificate of Convenience and Necessity of Central Bowie County Water Supply Corporation, and added to the Certificate of Convenience and Necessity of the City of New Boston, Texas. The area North of Interstate 30 identified in blue shall be removed from the CCN of City of New Boston and added to the CCN of Central Bowie County Water Supply Corporation.

4. The property described as Tract Five (Telford Unit Area upon Exhibit "B") Save and Except the locations highlighted in green , shall be removed from the Certificate of Convenience and Necessity of Central Bowie County Water Supply Corporation, and shall be added to the Certificate of Convenience and Necessity of the City of New Boston, Texas.
5. The City owned property adjacent to the Prison (Telford Unit Area upon Exhibit "B") where a wastewater treatment plant is currently under construction and a water tower is located, both outlined in red, shall be removed from the Certificate of Convenience and Necessity of Central Bowie County Water Supply Corporation, and added to the Certificate of Convenience and Necessity of the City of New Boston, Texas.
6. The areas described by the Parties as the "Old Boston Proposed Dual Certified CCN Area" described in Exhibit "B" currently served by the City of New Boston, Texas, shall be considered as dual service areas and the Certificates of Convenience and Necessity of the Parties shall be amended accordingly.
7. The areas described as the "Daniels Chapel CCN Area Map" upon Exhibit "B" shall be realigned and exchanged between the Parties and reflected as single service areas upon the CCNs of the Parties as indicated.
8. The areas described as the "FM 1840 CCN Modifications" upon Exhibit "B" shall be realigned, redesignated and/or removed from the CCN of the City of New Boston, Texas, as indicated upon Exhibit "B".
9. Each Party will pay the costs and expenses associated with obtaining Amended Certificates of Convenience and Necessity for that Party respectively.
10. The City of New Boston may proceed with the installation and provision of water utilities in the areas authorized by this Agreement at its convenience and at its expense.
11. Should one of the Parties to this agreement (First Party) damage a water line or other facility of the other party (Second Party) in the course of constructing or repairing its water system, the First Party shall repair the damaged facilities at First Party's expense within 30 days of receipt of written notice from Second Party of the damaging event; provided, however, if the damage results in loss of pressure or inability of Second Party to supply water to one or more of its customers, the repairs shall be made immediately upon receipt of notice from Second Party.
12. In accordance with Texas Water Code § 13.255, a copy of this Agreement shall be filed with the Public Utility Commission of the State of Texas by the City of New Boston, Texas, and incorporated into the terms of the respective certificates of convenience and necessity of Central Bowie County Water Supply Corporation and the City of New Boston, Texas.

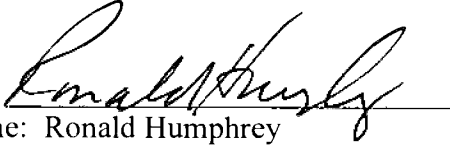
13. The City of New Boston, Texas, at the request of the property owners has agreed to provide wastewater treatment service to the properties described as Tracts One, Two and Three in Exhibit "A". To the extent that Central Bowie County Water Supply Corporation supplies water service to said Tracts One, Two, and Three, Central Bowie County Water Supply Corporation agrees to provide monthly to the City of New Boston the water usage of the owners of the property in order that the City of New Boston, Texas, can calculate its charges to the property owner for sewer service. The Parties will cooperate to schedule when those reports are due to accommodate the billing departments of both entities.
14. The Parties agree to attempt to negotiate the terms of an agreement and implement a plan and procedure to address the provision of water service to future areas annexed into the City of New Boston, Texas, which are within the area of the Certificate of Convenience and Necessity of Central Bowie County Water Supply Corporation, which may include compensation as provided by applicable law.
15. Upon execution of this Agreement by both Parties, Central Bowie County Water Supply Corporation shall dismiss its Petition for Cease and Desist Order pending before the Public Utility Commission under Docket No. 51160.

AGREED TO AND EXECUTED IN TWO DUPLICATE ORIGINALS BY THE FOLLOWING DULY AUTHORIZED REPRESENTATIVES:


**CENTRAL BOWIE COUNTY
WATER SUPPLY CORPORATION**

By: 
Name: Harrell Hignight
Title: Board President

CITY OF NEW BOSTON, TEXAS

By: 
Name: Ronald Humphrey
Title: Mayor

ATTEST:


Name: Tom Coleman
Title: Secretary

ATTEST:

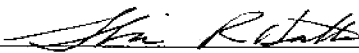

Name: Sharmin Hutto
Title: City Secretary

EXHIBIT "A"

DESCRIPTIONS OF PROPERTIES IN DUAL CERTIFICATION AREAS

TRACT ONE: Kenneth D. & Nancy A. Lynch – 2486 HWY 82 W, New Boston, TX

Parcel 1:

All that certain tract or parcel of land situated in the JOHN KITTRELL HEADRIGHT SURVEY, Abstract No. 329, in Bowie County, Texas, and being a part of the same tract conveyed by Erma D. Stewart, Executrix, et al, to James C. Davis and wife, Melba O. Davis by deed dated January 2, 1979, recorded in Volume 644, Pages 619-22, Deed Records, Bowie County, Texas, and more described by as follows:

BEGINNING at an iron stake, this point being the Southwest corner of the Gulf Oil Company 5.774 acres now owned by Arnold B. Barfield;
THENCE: North 2 degrees 09 minutes West, 318.69 feet along a fence to an iron stake and fence corner;
THENCE: North 87 degrees 47 minutes East, 210 feet along a fence to an iron stake and fence corner;
THENCE: North 2 degrees 09 minutes West, 30 feet along a fence to an iron stake for corner;
THENCE: North 87 degrees 47 minutes East, 340 feet along a fence to an iron stake and fence corner;
THENCE: North 0 degrees 39 minutes East, 419 feet along a fence to an iron stake and fence corner;
THENCE: West, 433.79 feet along a fence to an iron stake and fence corner;
THENCE: South, 434.74 feet along a fence to an iron stake for corner;
THENCE: South 87 degrees 47 minutes West, 452 feet along a fence to an iron stake and fence corner;
THENCE: South, 313 feet along a fence to an iron stake and fence corner in the North line of U. S. Highway;
THENCE: South 86 degrees 06 minutes East, 345 feet along the North line of the Highway to the POINT OF BEGINNING, containing 6.944 acres or land, more or less.

Parcel 2:

All that certain tract or parcel of land being a part of the JOHN KITTRELL HEADRIGHT SURVEY, A-329, Bowie County, Texas, and being a part of a 5.774 acre tract as described in Warranty Deed from Arnold Barfield, Jr. and wife, Ruby Barfield to Bowie County Distributing Company, Inc. dated January 12, 1988, recorded in Volume 1128, Page 264 of the Real Property Records of Bowie County, Texas, and being more particularly described by as follows:

BEGINNING: At a set 5/8" rebar for corner at an existing fence corner at the most Westerly Northwest corner of the above described 5.774 acre tract of land;

THENCE: S 02°09'00" E, along an existing fence line, same being the most Southerly East boundary line of a 6.944 acre tract as described in Warranty Deed to Kenneth D. Lynch and wife, Nancy A. Lynch recorded in Volume 3076, Page 90 of the Real Property Records of Bowie County, Texas, 317.52 feet to a set 5/8" rebar for corner at an existing fence corner on the North right-of-way line of U. S. Highway No. 82;

THENCE: S 86°04'33" E, with the North right-of-way line of U. S. Highway No. 82, same being the South boundary line of the above described 5.774 acre tract, 55.00 feet to a set 5/8" rebar for corner;

THENCE: N 02°30'40" E, 324.27 feet to a set 5/8" rebar for corner in an existing fence line;

THENCE: S 87°56'50" W, along an existing fence line, same being the North boundary line of the above described 5.774 acre tract, 81.04 feet to the POINT OF BEGINNING, containing 0.5000 of an acre of land, more or less.

Parcel 3:

All that certain tract or parcel of land being a part of the JOHN KITTRELL HEADRIGHT SURVEY, A-329, Bowie County, Texas, and being all of a 0.967 acre tract as described in Warranty Deed from Lily R. Foster to Ronald C. Johnson, dated April 5, 1994, recorded in Volume 2116, Page 218 of the Real Property Records of Bowie County, Texas, and being a part of a 5.5 acre tract as described in Warranty Deed from Sue Lynn Evans to Ronald C. Johnson, dated October 9, 1985, recorded in Volume 826, Page 1 of the Real Property Records of Bowie County, Texas, and being more particularly described as follows:

BEGINNING at a set 5/8" rebar for corner at an existing fence corner on the North right-of-way line of U. S. Highway No. 82 at the Southeast corner of the above described 0.967 acre tract of land, same being the most Westerly Southwest corner of a 6.944 acre tract as described in Warranty Deed to Kenneth D. Lynch and wife, Nancy Lynch recorded in Volume 3076, Page 90 of the Real Property Records of Bowie County, Texas;

THENCE: N 01°36'52" W, along an existing fence line, same being the East boundary line of the above described 0.967 acre tract, same being the most Southerly West boundary line of the above described 6.944 acre tract, 313.40 feet to a found 1/2" rebar for corner at an existing fence corner;

THENCE: N 88°24'53" E, along an existing fence line, same being the South boundary line of the above described 5.5 acre tract, same being the most Westerly North boundary line of the above described 6.944 acre tract, 452.16 feet to a set 5/8" rebar for corner at an existing fence corner;

THENCE: N 00°21'01" W, along an existing fence line, same being the East boundary line of the above described 5.5 acre tract, same being the most Northerly West boundary line of the above described 6.944 acre tract, 253.68 feet to a set 5/8" rebar for corner;

THENCE: S 87°32'33" W, 592.39 feet to a set 5/8" rebar for corner at an existing fence corner on the East right-of-way line of County Road No. 3006 at the Southwest corner of a 0.90 acre tract as described in Warranty Deed to James Tutt recorded in Volume 619, Page 124 of the Deed Records of Bowie County, Texas;
THENCE: S 01°58'15" E, along an existing fence line, same being the East right-of-way line of County Road No. 3006, same being the West boundary line of the above described 5.5 acre tract, 244.01 feet to a set 5/8" rebar for corner at an existing fence corner;
THENCE: S 01°40'14" E, along an existing fence line, same being the East right-of-way line of County Road No. 3006, same being the West boundary line of the above described 0.967 acre tract, 300.78 feet to a found 1/2" rebar for corner on the North right-of-way line of U. S. Highway No. 82;
THENCE: S 85°53'50" E, along an existing fence line, same being the South boundary line of the above described 0.967 acre tract, same being the North right-of-way line of U. S. Highway No. 82, 133.32 feet to the POINT OF BEGINNING, containing 4.3029 acres of land, more or less.

Parcel 4:

All that certain tract or parcel of land being a part of the JOHN KITTRELL HEADRIGHT SURVEY, A-329, Bowie County, Texas, and being a part of a 5.5 acre tract as described in Warranty Deed from Sue Lynn Evans to Ronald C. Johnson, dated October 9, 1985, recorded in Volume 826, Page 1 of the Real Property Records of Bowie County, Texas, and being more particularly described as follows:

BEGINNING at a set 5/8" rebar for corner at an existing fence corner at the Southeast corner of a 0.90 acer tract as described in Warranty Deed to James Tutt recorded in Volume 619, Page 124 of the Deed Records of Bowie County, Texas, same being an inside ell corner of the above described 5.5 acre tract of land;
THENCE: N 87°32'33" E, 416.87 feet to a found 5/8" rebar for corner on the most Northerly West boundary line of a 6.944 acre tract as described in Warranty Deed to Kenneth D. Lynch and wife, Nancy A. Lynch recorded in Volume 3076, Page 90 of the Real Property Records of Bowie County, Texas;
THENCE: N 00°21'01" W, with the most Northerly East boundary line of the above described 5.5 acre tract, same being the most Northerly West boundary line of the above described 6.944 acre tract, 50.03 feet to a set 5/8" rebar for corner;
THENCE: S 87°32'33" W, 418.10 feet to a set 5/8" rebar for corner in an existing fence line on the East boundary line of the above described 0.90 acre tract;
THENCE: S 01°45'33" E, along an existing fence line, same being the East boundary line of the above described 0.90 acre tract, 50.00 feet to the POINT OF BEGINNING, containing 0.4792 of an acre of land, more or less.

TRACT TWO: BCDC Properties, Inc. – 5.274 acres HWY 82 W, New Boston, TX

All that certain tract or parcel of land situated in Bowie County, Texas, about 3 miles West of New Boston, Bowie County, Texas, being a part of the JOHN KITTRELL HEADRIGHT SURVEY, Abstract No. 329, being a part of a 3.1 acre tract and a 5 acre tract conveyed to G. D. Post and wife, Vernada Post from Willie Mae Duncan, a widow, and Steve Duncan, heirs of Joe Duncan, by deed dated February 14, 1964 as recorded in Volume 433, Pages 636-638 of the Bowie County Deed Records, being also a part of the 0.82 acre tract conveyed to S. W. Stewart and wife, Edna D. Stewart from G. D. Post and wife, Vernada Post by Deed dated April 20, 1964 as recorded in Vol. 462, Pages 432-433 of the Bowie County Deed Records, and being part of a 4 acre tract referred to as Tract One (1) in that certain deed dated September 12, 1959 from Cebon Fowler to Sam Stewart, Jr. as recorded in Vol. 376, Page 119 of the Bowie County Deed Records and described more fully as follows:

BEGINNING in the South Boundary Line of the above mentioned S. W. Stewart 0.82 acre tract, at a 2" x 2" Tacked Hub (to be replaced by concrete monument) in the North R.O.W. Line of U.S. Hwy. No. 82, at Hwy. 82 centerline station 136+02.45, from which point the most Westerly Southwest corner of the John Kittrell Headright Survey bears South 1028 varas and West 1086 varas;

THENCE: with the North R.O.W. Line of Hwy. 82, N. 86 deg. 06' W. at 50.91 feet pass the Southwest corner of the said Stewart 0.82 acre tract and the East Boundary Line of Stewart's 4 acre tract, in all N. 86 deg. 06' W, 164 feet to an iron pipe in the North R.O.W. Line of U.S. Hwy No. 82 for the Southwest corner of this tract;

THENCE: N. 02 deg. 09' W. 318.69 feet to an iron pipe for corner;

THENCE: N. 87 deg. 47' E. 210 feet to an iron pipe in the fence line in the East boundary line of Stewart's 0.82 acre tract, the present West Boundary Line of the G. D. Post Land;

THENCE: N. 02 deg. 09' W. 30 feet to an iron buggy axle in the fence corner at the Northeast corner of the Stewart 0.82 acre tract and the present Northwest corner of the G. D. Post land;

THENCE with the old fence line, the North Boundary Line of the G. D. Post original 3.1 acre and 5 acre tract, N. 87 47' E. 564.62 feet to an iron pipe at the Northwest corner of an 0.409 acre tract, conveyed off the East side of the original 5 acre tract conveyed by Post to W. R. Terral and wife, Bennie Terral by deed dated

February 5, 1965 as recorded in Vol. 451, Pages 32-33 of the Bowie County Deed Records, said point being the present Northeast corner of the G. D. Post tract;

THENCE: S. 0 deg. 55' E. 195 feet with the fence line and West line of the said Terral tract to an iron pipe in the North R.O.W. Line of Interstate Hwy. No. 30, S 60 deg. 19' W. 447.4 feet to a Tack Hub (to be replaced by a concrete monument) at the intersection of the North R.O.W. Line of Interstate Hwy. No. 30 and the North R.O.W. Line of U.S. Hwy. No. 82, said Point of Intersection being at U.S. Hwy No. 82 centerline station 134+36.44;

THENCE with the North R.O.W. Line of Hwy. No. 82, N. 82 deg. 44' W. 213.56 feet to the Place of Beginning and containing 5.774 acres of land, more or less.

SAVE AND EXCEPT that certain 0.5000 of an acre of land, more or less, conveyed to Kenneth D. Lynch and Nancy A. Lynch by Bowie County Distributing in that certain General Warranty Deed dated September 8, 2003, recorded in Volume 4093, Page 186 of the Real Property Records of Bowie County, Texas, being more fully described by metes and bounds as follows:

All that certain tract or parcel of land being a part of the John Kittrell Headright Survey, A-329, Bowie County, Texas and being a part of a 5.774 acre tract as described in Warranty Deed from Arnold Barfield, Jr. and wife, Ruby Barfield to Bowie County Distributing Company, Inc. dated January 12, 1988, recorded in Volume 1128, Page 264 of the Deed Records of Bowie County, Texas and being more particularly described as follows:

BEGINNING at a set 5/8" rebar for corner at an existing fence corner at the most Westerly Northwest corner of the above described 5.774 acre tract of land;

THENCE: S 02°09'00" E, along an existing fence line, same being the most Southerly East boundary line of a 6.940 acre tract as described in Warranty Deed to Kenneth D. Lynch and wife, Nancy A. Lynch recorded in Volume 3076, Page 111 of the Real Property Records of Bowie County, Texas, 317.52 feet to a set 5/8" rebar for corner at an existing fence corner on the North Right-of-Way line of U.S. Highway No. 82;

THENCE: S 86°04'33" E, with the North Right-of-Way line of U.S. Highway No. 82, same being the South boundary line of the above described 5.774 acre tract, 55.00 feet to a set 5/8" rebar for corner;

THENCE: N 02°30'40" E, 324.27 feet to a set 5/8" rebar for corner in an existing fence line;

THENCE: S 87°56'50" W, along an existing fence line, same being the North boundary line of the above described 5.774 acre tract, 81.04 feet to the POINT OF BEGINNING, containing 0.5000 of an acre of land, more or less.

AND FURTHER SAVE AND EXCEPT / SUBJECT TO: That portion thereof described in Release and Relinquishment of Access Rights to Highway Facility

conveyed from Arnold B. Barfield, Jr., by Special Durable Power of Attorney executed by Arnold B. Barfield, III, sole shareholder and sole director, to Arnold B. Barfield, Jr. for Bowie County Distributing Company, Inc. to Texas Transportation Commission dated April 22, 2008, recorded in/under Volume 5392, Page 50, Doc. No. 7483 of the Real Property Records of Bowie County, Texas.

TRACT THREE: Donna Scott - 2477 HWY 82 W, New Boston, TX

All that certain tract or parcel of land situated in Bowie County, Texas, a part of the John Kittrell Headright Survey and described as follows:

Beginning at a point in the North line of the T. & P. R.R. Co. right-of-way, South 70 degrees East of the Southwest corner of a 46-3/4 acre tract conveyed to W. L. Feazel, et ux, by recorded in Volume 127, Page 333 of the Bowie County Deeds Records, said point being the Southeast corner of a 5 acre tract deeded to C. A. Lewis and wife on February 19, 1951;

THENCE: North with the East line of said 5 acre tract, 462.5 feet to a stake in the South line of Highway No. 82;

THENCE: North 70 degrees, 50 minutes West, with the said South lie of the Highway, 294.6 feet to a new made corner;

THENCE: South 409 feet to a corner in the North line of the R. R. right-of-way;

THENCE: with the said right-of-way, South 70 degrees East, 308.5 feet to the POINT OF BEGINNING, containing three (3) acres of land, and being the same land described in a deed from C. A. Lewis, et ux, to Samuel A. Stewart, et ux, dated March 30, 1952, and recorded in Volume 285 , Page 308 of the Deed Records of Bowie County, Texas, however, SAVE AND EXCEPT that portion taken for highway purposes leaving 2 ½ acres, more or less, conveyed hereby.

TRACT FOUR: 1993 Real Estate, LLC, Richard Forrester England, Kyle B. Davis, Donald Kevin Schutte and wife, Kimberly Ann Schutte, and Nelson Nunez and wife, Kathryn Nunez - 82.164 Acres County Road 4001, New Boston, TX

All that certain tract or parcel of land situated in the C.M. Collum Headright Survey, A-103, Bowie County, Texas, about 4 miles Northwest of New Boston, Texas, and being an eighty (80) acre tract in that certain deed dated September 14, 1945 from Mrs. Sallie D. Wheeler, et al to T.A. (Gus) Looney recorded in Volume 210, Page 637, Deed Records of Bowie County, Texas and being a part of a certain 131.80 acre tract in that certain deed dated September 14, 1945 from

Mrs. Sallie D. Wheeler, et al to T.A. (Gus) Looney recorded in Volume 210, Page 637, Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set for corner, same being the Southeast corner of a certain 131.80 acre tract and the Northeast corner of a certain 80 acre tract, both recorded in Volume 210, Page 637, of the Deed Records of Bowie County, Texas; same being in the West boundary line of the Duffer Family Partnership Ltd., recorded in Volume 576, Page 32 of the Deed Records of Bowie County, Texas;
THENCE: S 00° 12' 41" W, 1323.88 feet with the West boundary line of said Duffer Family Partnership Ltd. tract to an iron pin set for corner; same being the Southeast corner of that certain 80.00 acre tract recorded in Volume 210, Page 637 of the Deed Records of Bowie County, Texas;
THENCE: S 89° 46' 35" W, 2642.34 feet with the South boundary line of said 80.00 acre tract and the North boundary line of a tract recorded in Volume 606, Page 165 of the Deed Records of Bowie County, Texas, to an iron pin set for corner; said point being the Southwest corner of said 80.00 acre tract;
THENCE: N 1323.88 feet with the West boundary line of said 80.00 acre tract and an East line of a tract recorded in Volume 2730, Page 335 of the Real Property Records of Bowie County, Texas, to an iron pin found for corner; said point being the Northwest corner of said 80.00 acre tract, also being on the South right-of-way line of County Road 4001;
THENCE: N 89° 46' 37" E, 2100.00 feet with the South boundary line of said County Road 4001, to an iron pin set for corner;
THENCE: Northeasterly with a curve to the left having a radius of 054.93 feet and a chord of 624.16 feet and N 56° 10' 21" E, to an iron pin set for corner;
THENCE: E 30.00 feet to an iron pin set for corner, said point being the Southwest corner of Meadowbrook Addition to the City of New Boston, Bowie County, Texas, and the East boundary line of the said 131.80 acre tract;
THENCE: S 00° 12' 41" W, 345.33 feet to the POINT OF BEGINNING, containing 82.164 acres, more or less.

TRACT FIVE: Prison Area Tract

All that certain tract or parcel of land situated in the COLTON M. COLLUM HEADRIGHT SURVEY, A-103, the LEVI M. RICE HEADRIGHT SURVEY, A-494, and the M.D. G. GODLEY HEADRIGHT SURVEY, A-224, Bowie County, Texas, subject tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe for corner at the Southeast corner of Charlie Lewis Headright Survey, A-337, Bowie County, Texas, said point being an inside corner of said Rice Headright Survey;
THENCE: N. 00 deg. 15 min. 00 sec. E., with the dividing line between said Lewis and Rice Headright Survey at 588.83 feet past a fence corner at the most Northerly Northwest corner of said Rice Headright Survey, same being the

Southwest corner of said Collum Headright Survey and continuing with the same course, along the dividing line between said Lewis and Collum Headright Surveys, same being a fence line in all a total distance of 299.422 feet to an iron pipe for corner on the South right-of-way line of F.M. Road No. 1840;
 THENCE: S. 88 deg. 42 min. 03 sec. E., with said right-of-way line, 1553.82 feet to an iron pipe for corner;
 THENCE: S. 00 deg. 19 min. 21 sec. W., with a fence line, 658.56 feet to an iron pipe for corner at a fence corner;
 THENCE: S. 89 deg. 31 min. 15 sec. E., with a fence line, 1273.83 feet to an iron pipe for corner;
 THENCE: N. 02 deg. 51 min. 42 sec. E., with a fence line, 482.75 feet to an iron pipe for corner at the Southwest corner of the Godley Prairie Church Tract;
 THENCE: N. 87 deg. 13 min. 01 sec. E., with the South line of said Church tract, same being a fence line, 563.63 feet to an iron pipe for corner at a fence corner on the West side of a County Road;
 THENCE: S. 03 deg. 03 min. 01 sec. W., partially along a fence line on the West side of said County Road, 4489.69 feet to an iron pipe for corner in a fence line on the West side of said County Road;
 THENCE: S. 28 deg. 40 min. 53 sec. W., along a fence line on the West side of said County Road, 1465.45 feet to an iron pipe for corner;
 THENCE: S. 19 deg. 55 min. 51 sec. W., with said fence line, 1049.68 feet to an iron pipe for corner in a gravel road;
 THENCE: N. 88 deg. 59 min. 04 sec. W., 90.69 feet to an iron pipe for corner in a Gravel Road;
 THENCE: S. 01 deg. 06 min. 03 sec. W., along a County Road, 4747.59 feet to an iron pipe for corner;
 THENCE: N. 89 deg. 38 min. 35 sec. W., partially along a fence line, 4751.15 feet to an iron pipe for corner;
 THENCE: N. 00 deg. 24 min. 39 sec. E., partially along a fence line, 4038.22 feet to an iron pipe for corner at a fence corner;
 THENCE: N. 88 deg. 44 min. 12 sec. W., with a fence line, 668.02 feet to an iron pipe for corner on the East right-of-way line of State Highway No. 98;
 THENCE: Northerly, along the East right-of-way line of said State Highway No. 98;
 N. 19 deg. 10 min. 00 sec. E., 613.82 feet to an angle point;
 N. 62 deg. 38 min. 00 sec. E., 185.83 feet to an angle point;
 N. 00 deg. 10 min. 00 sec. E., 100.00 feet to an angle point;
 N. 25 deg. 45 min. 00 sec. W., 134.95 feet to an angle point;
 N. 19 deg. 10 min. 00 sec. E., 3984.19 feet to an iron pipe for corner at a fence corner on the South right-of-way line of said Lewis Headright Survey;
 THENCE: S. 89 deg. 01 min. 59 sec. E., along the South line of said Lewis Headright Survey, same being a fence line, 1832.22 feet to the POINT OF BEGINNING and containing 1224.291 acres of land, more or less, 7.5 acres of land being in a Public Road, on County Road right-of-way, making a net total of 1216.79 acres of land, more or less.

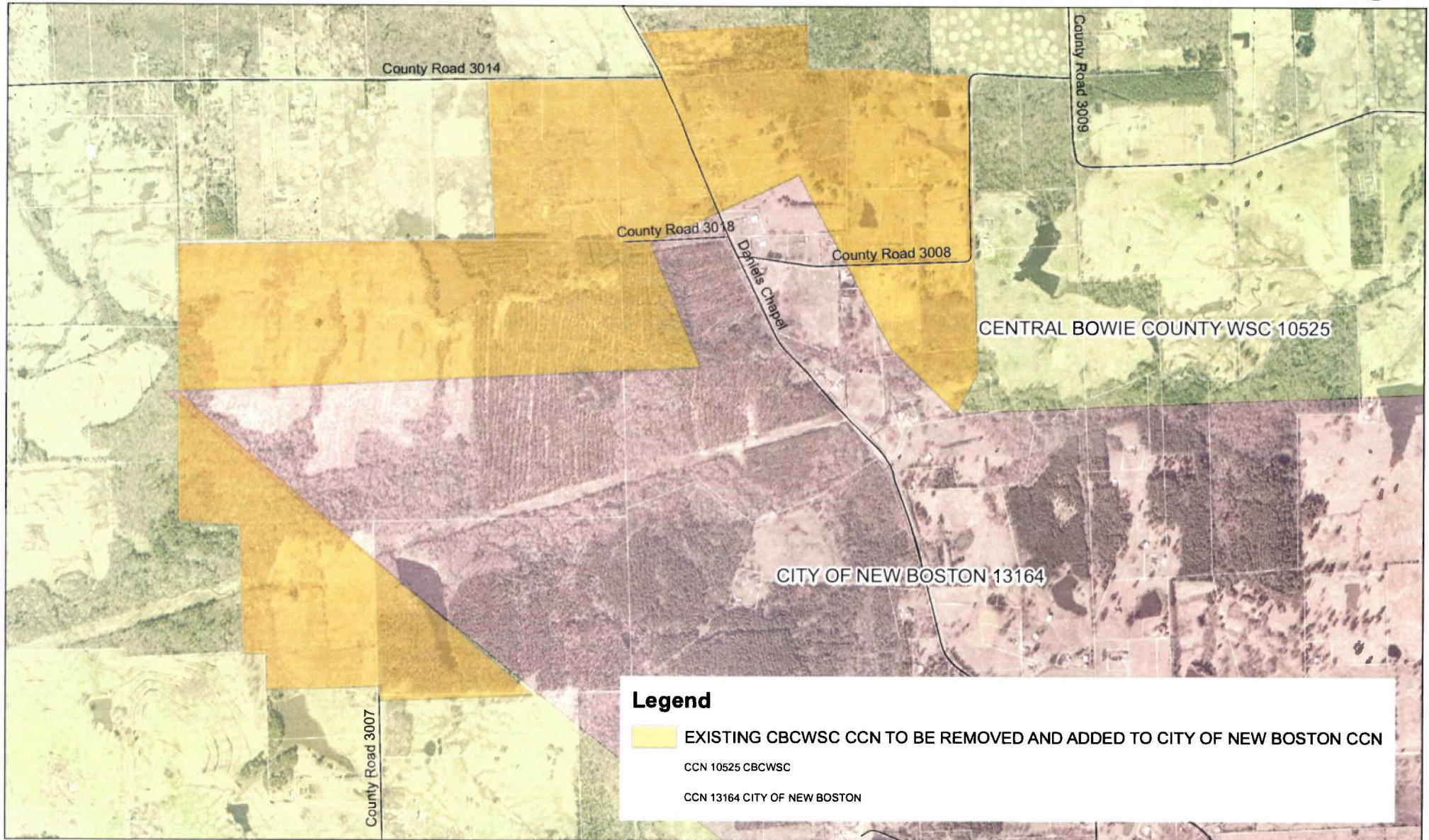
EXHIBIT “B”

MAPS OF MODIFIED CERTIFIED AREAS

DANIELS CHAPEL CCN AREA MAP



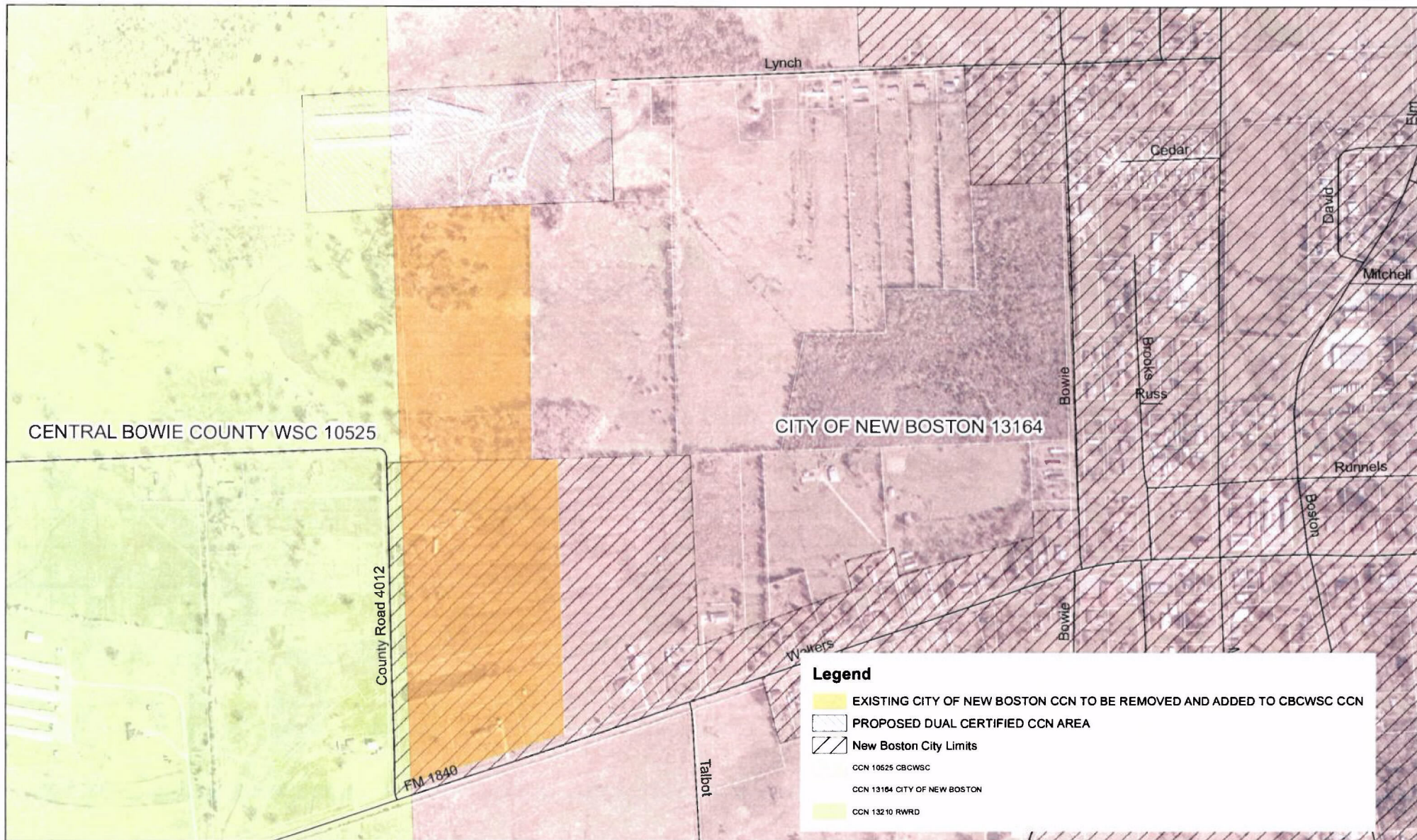
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FM 1840 CCN MODIFICATIONS



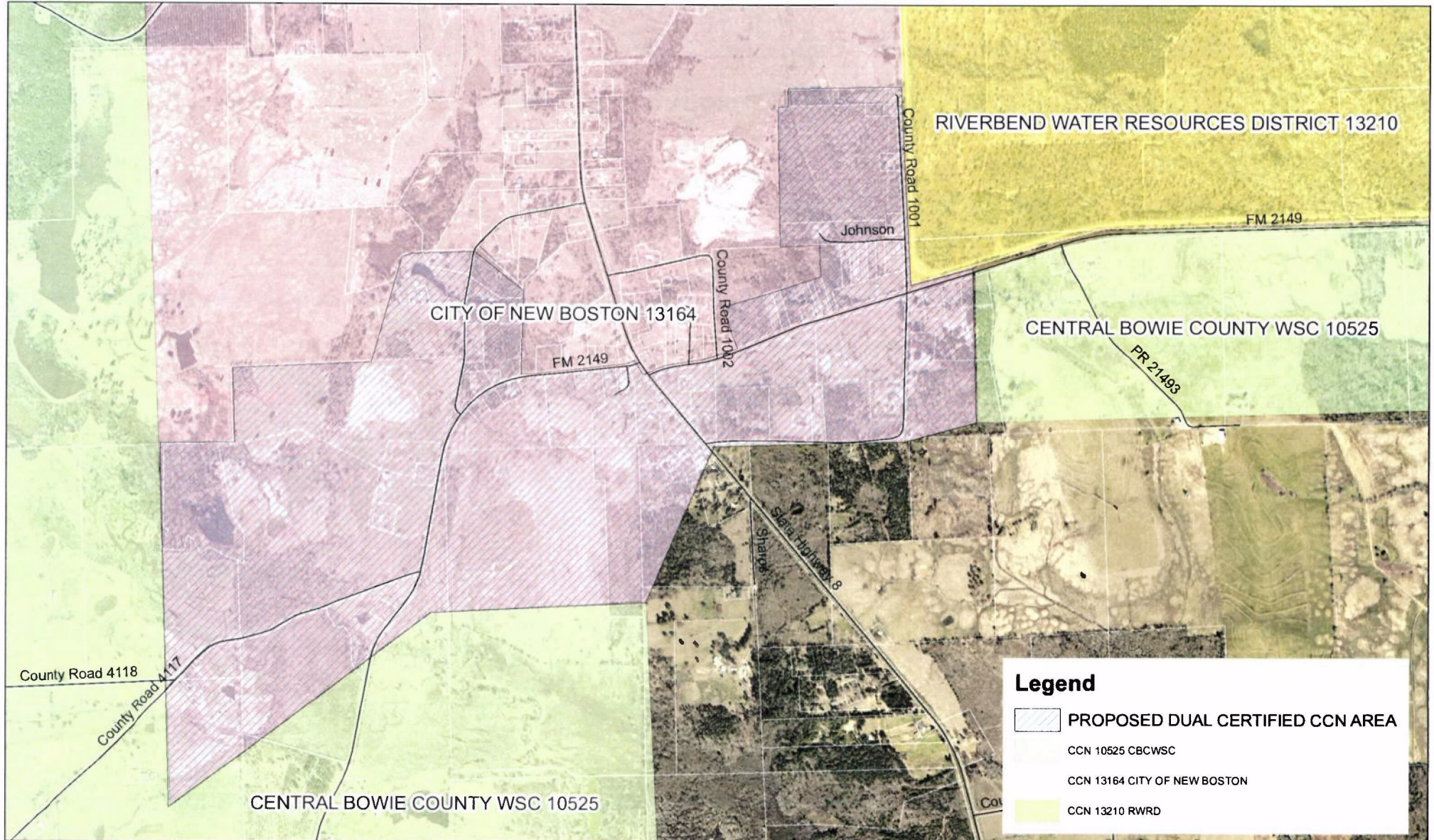
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OLD BOSTON PROPOSED DUAL CERTIFIED CCN AREA



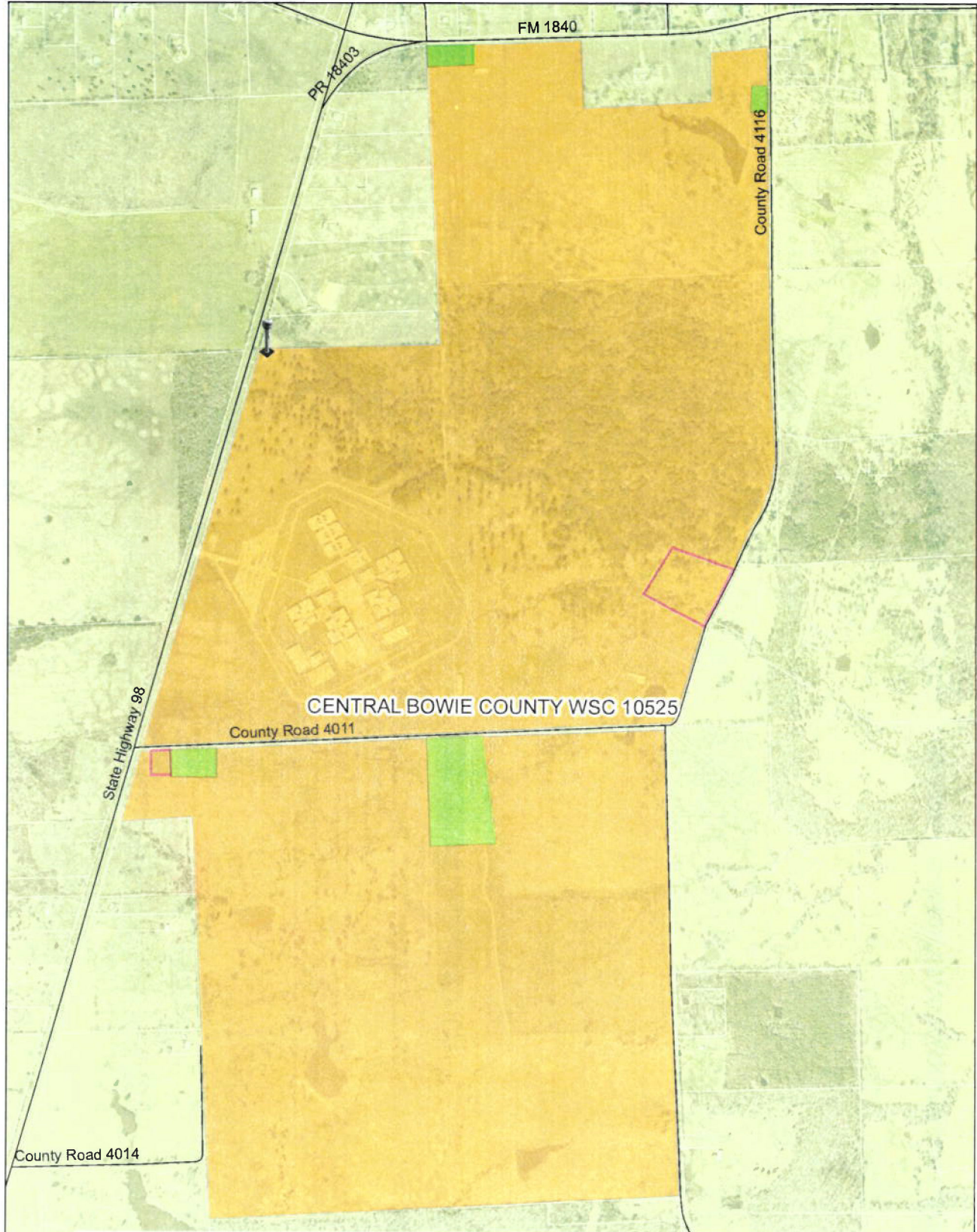
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

TELFORD UNIT AREA



0 0.1 0.2 0.4 0.6 0.8 Miles



Legend

-  EXISTING CBCWSC CCN TO BE REMOVED AND ADDED TO CITY OF NEW BOSTON CCN
-  PARCELS TO REMAIN IN CBCWSC CCN
-  CITY OF NEW BOSTON PROPERTY

US 82 WEST CCN AREA MAP

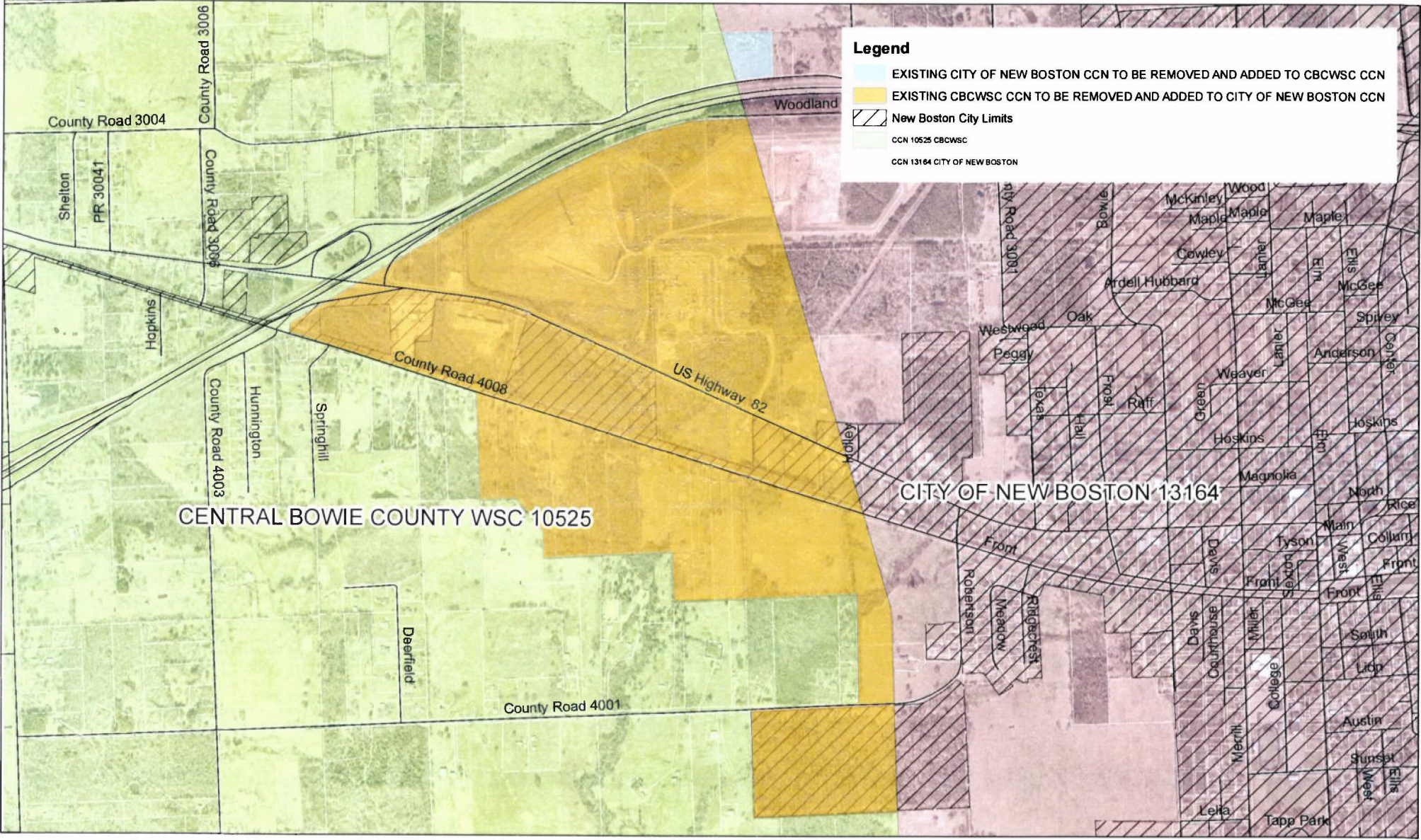
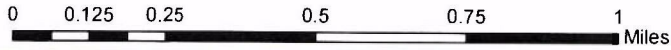


Exhibit “B”

(Central Bowie County WSC Meeting Notice, Agenda, Minutes, and Affidavit of General Manager, Hal Harris)

**AFFIDAVIT OF HAL HARRIS
ADDRESSING NOTICE REQUIREMENTS OF
PUBLIC UTILITY COMMISSION OF TEXAS RULE 24.253(c)(3)**

STATE OF TEXAS

§

§

COUNTY OF BOWIE

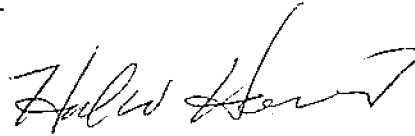
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Before me, the undersigned authority, personally appeared Hal Harris, who, being personally known to me was sworn under oath and testified as follows:

1. "My name is Hal Harris. I am over 21 years of age, of sound mind, and capable of making this affidavit. I am personally acquainted with the facts stated in this affidavit and they are true and correct to the best of my knowledge.
2. I am employed as General Manager for the Central Bowie County Water Supply Corporation (Central Bowie County WSC), and have oversight over the posting of notice of the Central Bowie County WSC Board of Directors agendas in accordance with the Texas Open Meetings Act.
3. I have prepared this affidavit to comply with Public Utility Commission Rule 24.253(b)(4) and 24.253(c)(3). I have read 24.253(c)(3), which requires that '[i]f notice was provided in accordance with paragraph (1) or (2) of this subsection, both parties to the contract under this section shall ensure that the following are filed with the commission: an affidavit attesting to the date that notice was provided and copies of the notice that was sent.' Central Bowie County WSC complied with paragraph (2) of Rule 24.253(c). By this affidavit, I am attesting to the date that notice was provided and am providing a copy of the meeting agendas and minutes during which Central Bowie County WSC's agreement with the City of New Boston was discussed.
4. Pursuant to the Texas Open Meetings Act, notice of Central Bowie County WSC's monthly Board Meeting held on December 1, 2021, beginning at 6:00 pm, was timely posted at 11:00 am on Wednesday, November 25, 2021. I am personally aware that this notice was timely posted.
5. Attachment A is a true and correct copy of the agenda and notice for the Central Bowie County WSC monthly Board Meeting held on December 1, 2021, and the minutes for that meeting, which evidence the Central Bowie WSC Board of

Directors approving the agreement between Central Bowie County WSC and the City of New Boston.

FURTHER AFFIANT SAYETH NAUGHT.

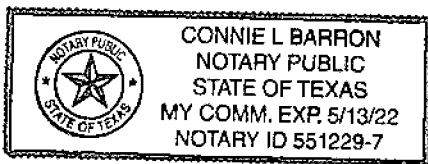


Hal Harris
General Manager

SWORN TO AND SUBSCRIBED before me on this 6 day of July, 2021.



Notary Public, State of Texas



ATTACHMENT A
NOTICE, AGENDA, AND MINUTES FOR CENTRAL BOWIE COUNTY
WATER SUPPLY CORPORATION'S BOARD OF DIRECTORS MEETING
HELD ON DECEMBER 1, 2020

NOTICE OF MEETING

Notice is hereby given that the Central Bowie County Water Supply Corporation Board of Directors will meet in a regular monthly meeting in the Central Bowie County Water Supply Corporation Office, 2822 Hwy 82 West, at **6:00 PM**, on Tuesday, December 1, 2020. Items to be discussed are as follows:

1. Call to Order
2. Open/Public Discussion
The Board of Directors allows individuals to speak to the Board. Prior to the meeting, speakers must sign in on the public comment sheet. The time limit is five (5) minutes per speaker.
3. Read and approve minutes of the November 10, 2020 regular meeting.
4. Secretary/Treasurer's Report
5. General Manager's Discussion - Financial, Operations/Maintenance, and Personnel
6. Old Business
 - a. Consider and act as necessary on issues associated with Public Utility Commission Docket No. 51160 (cease and desist petition against City of New Boston) and related service area matters.
 - b. Consider and take action on Daniel complaint at Dekalb pump station
 - (1) Bid results
 - (2) Award contract, Resolution 09082020
 - c. CR 4239 Update
 - d. Consider and take action on meter testing equipment and testing results
 - e. Consider and take action on Service Request Investigation completed by CEI
 - f. Consider and take action on Personnel Policies, probation period, benefits, and leave
7. New Business
 - a. Consider and take action on 2021 Budget
 - b. Consider and take action on Annual Meeting Procedures, forms and ballot
8. Executive Session
The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing economic development matters (Section 551.087). If the Board of Directors makes a determination to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.
9. Reconvene in Open Session
10. Discuss and take action on Executive Session
11. Adjourn

POSTED AT 11:00 AM, Wednesday, November 25, 2020

Minutes of Monthly Board Meeting
Central Bowie County WSC
December 1, 2020

Meeting was called to order at 6:00 pm by President Harrell Hignight.

Public Discussion: Ken and Patti Earnest inquired about status of CR 4239 project. Mr. Earnest indicated that the County Commissioner told him that the County has no objection to the project.

Approve Minutes: The minutes of the November 10, 2020 meeting were read. A motion was made by Mr. Epperson to approve minutes as read. Seconded by Mr. Carlow. Motion carried. 8/0/0

Secretary/Treasurer: Treasurer's report for November was reviewed. A motion was made by Mr. Epperson to approve report. Seconded by Mr. Carlow. Motion carried. 8/0/0

General Manager's Discussion: General Manager discussed water usage, maintenance actions, delinquent accounts, complaints, personnel, and water quality. The condition of 2013 ½ ton pickup was discussed. Motion was made by Mr. May to purchase new truck from McLarty Ford at quoted price of \$24,327.00 plus any fees. Seconded by Mr. Epperson. Motion carried. 8/0/0

Old Business:

Consider and act as necessary on issues associated with Public Utility Commission Docket No. 51160 (cease and desist petition against City of New Boston) and related service area matters:

Draft Agreement with City of New Boston was discussed. Motion was made by Mr. Coleman to authorize Committee to further negotiate Agreement and execute when Agreement is acceptable to committee. Seconded by Mr. Carlow. Motion carried. 8/0/0

In response to the City's request to begin providing service to Parcel D, it was generally agreed that an informal email would be sent stating that CBCWSC has no objection to the City providing service immediately, provided that the formal agreement is ultimately executed.

Consider and take action on Daniel complaint at Dekalb pump station: Motion was made by Mr. Epperson to award contract to North Texas Fab. Seconded by Mr. Minter. Motion carried. 8/0/0

CR 4239 Update: The concept of crossing pool by laying pipe down alongside road and covering with dirt was discussed. General Manger to update quote considering this change in proposed installation.

Consider and take action on meter testing equipment and testing results: General Manager noted that testing of a member's meter ended with poor results due to inadequate test equipment. No action.

Consider and take action on Service Request Investigation completed by CEI: Mr. Epperson made a motion that once the agreement with City of New Boston is executed, CBCWSC will execute an agreement with Hayter Engineering to determine what infrastructure changes are required in order to adequately provide fire protection to the property of interest. Seconded by Mr. Coleman. Motion carried. 8/0/0

Consider and take action on Personnel Policies, probation period, benefits, and leave. Motion was made by Mr. May to amend personnel policies regarding new eligible employees to:

1. begin health insurance coverage on the first day of the month following the first day of employment, and;
2. begin leave accumulation at 1.6 hours per pay period, after completion of first full pay period.

New Business

Consider and take action on 2021 Budget: General Manager provided copies of draft budget to committee members.

Consider and take action on Annual Meeting Procedures, forms, and ballot: No changes and all items were approved.

Executive session: None

Non-agenda Items: None

Members and Guests Present: See sign-in sheets

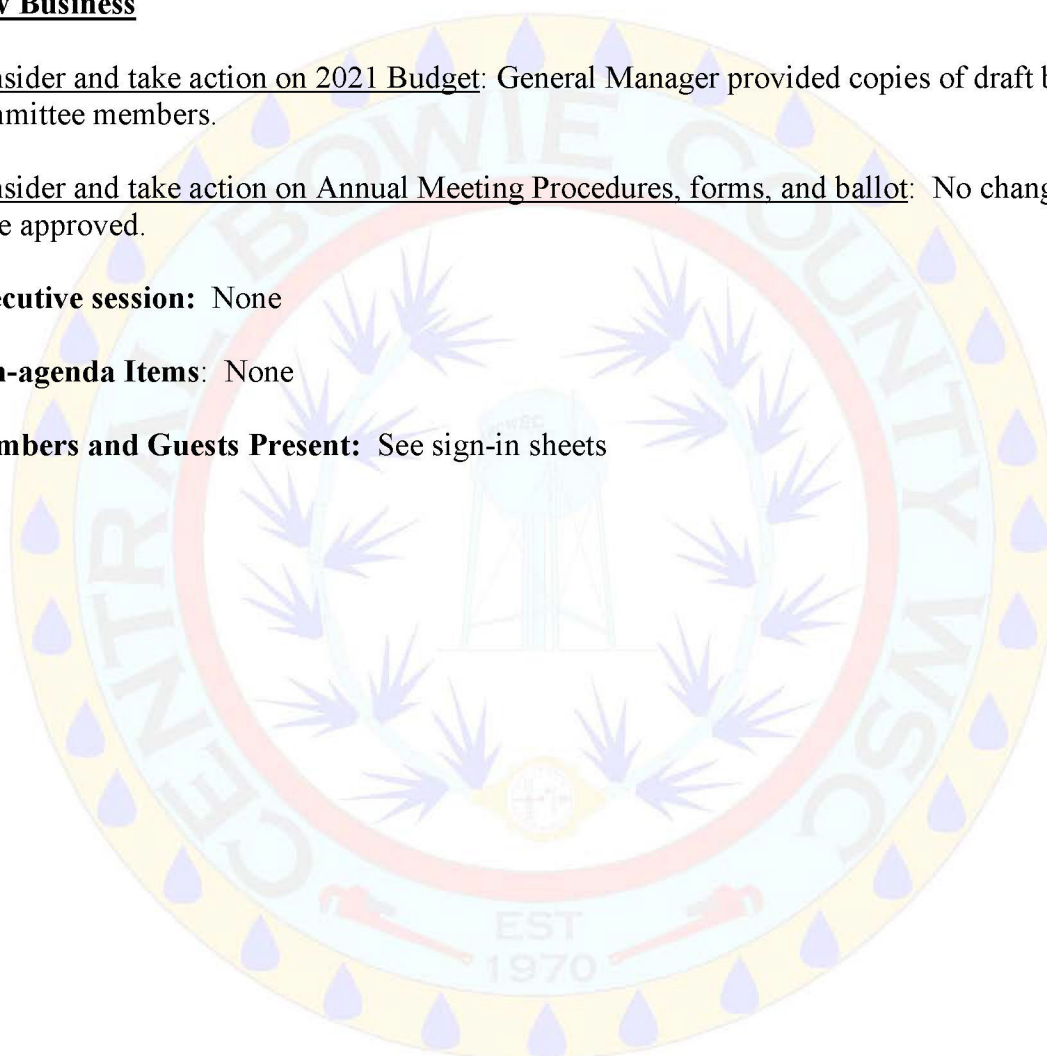


Exhibit “C”
(City of New Boston Meeting Agenda and Minutes)

COUNCIL MEETING

The Governing Body of the City of New Boston, Texas ^{will ~~was~~} meet in a regular Council Meeting, Tuesday, March 16, 2021 at 6:00 p.m., in the Community Center of City Hall, 301 E.N. Front Street to consider and take official action on the following:

AGENDA

1. Call to order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Public Comment - Non-Agenda Items - limited to 15 minutes (each party will receive 3 minutes to speak)
6. Public Comment - Agenda Items - limited to 3 minutes per speaker
7. Consent Agenda:
 - a. Approval of minutes for February 23, 2021 Council Meeting.
 - b. Approval of payment of bills and inter-fund transfers.
8. Consider and take official action to approve Pay Request #9 (Final) from RBIS, LLC in the amount of \$77,827.13 in connection with the 2016 Capital Improvement Project-WWTP.
21 ~~slw~~
9. Consider and take official action on Resolution No. ~~20~~-R-08, a Resolution of the City Council of the City of New Boston, Texas; designating an Emergency Management Officer.
21 ~~slw~~
10. Consider and take official action on Resolution No. ~~20~~-R-09, a Resolution approve or suspend the (date) May 3, 2021 effective date for the Gas Reliability Infrastructure Program (GRIP) Interim Rate Adjustment for CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas-Beaumont/East Texas Division.
11. Mayor and Council will retire to closed session pursuant to Government Code:
 - a. §551.071 - Consultation with Attorney
12. Mayor and Council shall return from closed session and consider and take official action, if any, as a result of the closed session regarding Government Code:
 - a. §551.071 - Consultation with Attorney
13. Consider and take official action if any, on Agreement with Central Bowie County Water Supply Corporation regarding settlement of pending action before the Texas Public Utility Commission.
14. Consider and take action, if any, on approving the bid recommendation for the sale of property located at 125 E.N. Front Street.
15. Adjourn.

NOTE: The Council reserves the right to retire into Executive Session concerning any of the items listed on this Agenda, whenever it is considered permissible under the Open Meetings Act.

I certify that the above notice of meeting was posted in City Hall, 301 E.N. Front Street, New Boston, Texas on the 12th day of March, 2021 at 5:00 p.m. I further certify that the following media was properly notified of this meeting as stated above: Bowie County Citizens Tribune and Texarkana Gazette.

This facility is wheelchair accessible and accessible spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Contact Sharmin R. Hutto, City Secretary at (903) 628-5596 or fax (903) 628-6034.



Sharmin R. Hutto
City Secretary

PUBLIC COMMENT REQUIREMENTS. Persons desiring to address the City Council regarding an item on this Agenda, must sign up with the City Secretary during the period commencing thirty (30) minutes before the meeting starts and ending at the Call to Order of the Meeting. The person must give his/her name, address, and telephone number and the Agenda item upon which he/she desires to speak. Each person is limited to three (3) minutes to speak on each item. A non-English speaking person who addresses the City Council through a translator may speak for up to six (6) minutes.

COUNCIL MEETING MINUTES

March 16, 2021

The Governing Body of the City of New Boston, Texas will meet in a regular Council Meeting, Tuesday, March 16, 2021 at 6:00 p.m., in the Community Center of City Hall, 301 E.N. Front Street, to consider and take official action on the following:

1. **Mayor Humphrey called the meeting to order at 6:00 p.m.**
2. **Roll call:**
 - a. **Present:** Councilman Carr, Councilwoman Anderson, Councilman Williams, Councilman Hensley, and Councilman Laney
 - b. **Absent:** None
3. **Invocation** led by Mayor Humphrey
4. **Pledge of Allegiance** led by Garry McCrary
5. **Public Comment - Non-Agenda Items:** Steve Walls spoke stating there is no noise ordinance and has a neighbor that plays music for the whole community to hear. He went on to state that he has noticed that the police have stepped up patrols in the community over there and things have been quiet for the last couple of days. He has heard music from 9:00 a.m. to 11:00 p.m. Mr. Walls addressed speed limits and how he has had to run out to wave kids down in the summertime going 40-45 mph on Cannon Street. Finally, he spoke about the rat population. There is a field across the street from him and the owner does not mow like he should and then the rats scatter.
6. **Public Comment - Agenda Items:** None.
7. **Consent Agenda:**
 - a. **Approval of minutes for February 23, 2021 Council Meeting.**
 - b. **Approval of payment of bills and inter-fund transfers.**

Councilwoman Anderson stated a correction was needed in Item 20 because the information that was given was not correct. City Administrator, Elizabeth Lea, stated the minutes are correct as what was said is what is in the minutes even if the numbers were incorrect.

Motion was made by Councilman Carr and seconded by Councilman Hensley to approve the consent agenda as presented. Council approved unanimously.

8. **Consider and take official action to approve Pay Request #9 (Final) from RBIS, LLC in the amount of \$77,827.13 in connection with the 2016 Capital Improvement Project-WWTP.**

City Administrator, Elizabeth Lea addressed the Council that everything is completed, and the grass is growing. We had a landscaper go out and look at it and he thinks that the other grass will take over when the rye grass dies out. If the grass does not come in we have a year for them to come back and redo it.

Motion was made by Councilman Hensley and seconded by Councilman Carr to approve the payment request for RBIS, LLC. Council approved unanimously.

9. **Consider and take official action on Resolution No. 21-R-08, a Resolution of the City Council of the City of New Boston, Texas; designating an Emergency Management Officer.**

Motion was made by Councilwoman Anderson and seconded by Councilman Laney to approve the Resolution and appoint the Chief of Police, Garry McCrary, as the Emergency Management Officer. Council approved unanimously.

10. **Consider and take official action on Resolution No. 21-R-09, a Resolution approve or suspend the (date) May 3, 2021 effective date for the Gas Reliability Infrastructure Program (GRIP) Interim Rate Adjustment for CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas-Beaumont/East Texas Division.**

Motion was made by Councilman Carr and seconded by Councilwoman Anderson to approve the Resolution. Council approved unanimously.

11. **Mayor and Council retire to closed session pursuant to Government Code:**
a. **§551.071 - Consultation with Attorney**

Motion was made by Councilman Carr and seconded by Councilman Hensley to retire to closed session. Motion carried unanimously. Council retired to closed session at 6:11 p.m.

12. **Mayor and Council returned from closed session at 6:51 p.m. to consider and take official action, if any, as a result of the closed session regarding Government Code:**
a. **§551.071 - Consultation with Attorney**

No action.

13. **Consider and take official action if any, on Agreement with Central Bowie County Water Supply Corporation regarding settlement of pending action before the Texas Public Utility Commission.**

Motion was made by Councilman Carr and seconded by Councilman Laney to approve the Agreement as presented. Council approved unanimously.

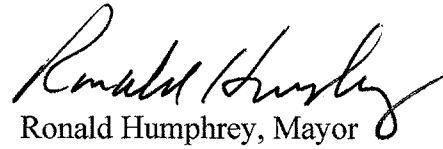
14. **Consider and take action, if any, on approving the bid recommendation for the sale of property located at 125 E.N. Front Street.**

Mayor Humphrey stated the City received two (2) bids that were both well below the current appraised value on the property tax rolls.

Motion was made by Councilman Carr and seconded by Councilman Laney to reject the bids that were offered and obtain an independent appraisal and start the process over. Council approved unanimously.

15. **Adjourn.**

Motion was made by Councilman Carr and seconded by Councilman Laney to adjourn meeting at 6:53 p.m.



Ronald Humphrey, Mayor

Attest:



Sharmin R. Hutto, City Secretary

Exhibit “D”
(City Affidavit)

AFFIDAVIT OF RONALD HUMPHREY

THE STATE OF TEXAS §

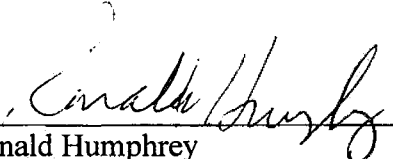
COUNTY OF BOWIE §

BEFORE ME, the undersigned authority, on this day personally appeared RONALD

HUMPHREY, who, after being by me duly sworn, on his oath stated as follows:

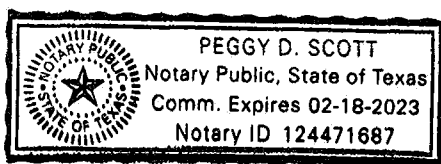
- 1 “My name is Ronald Humphrey. I am the Mayor of the City of New Boston, Texas (“City”). I am over the age of 18 years, of sound mind, and am capable of making this Affidavit. The facts stated in this Affidavit are within my personal knowledge and are true and correct.
- 2 On March 16, 2021, the Governing Body of the City held a regular meeting at which it discussed the proposed contract between the City and the Central Bowie County Water Supply Corporation (“Central Bowie County WSC”) that would designate water customers to be served by the City and the Central Bowie County WSC, transfer portions of the Central Bowie County WSC’s CCN No. 10525 to the City’s CCN No. 13164 (the “Areas Transferred to the City CCN”), transfer portions of the City’s CCN No. 13164 to the Central Bowie County WSC’s CCN No. 10525 (the “Areas Transferred to the Central Bowie County WSC CCN”); and establish a dual certification area in an area presently served by the City (the “Dual Certification Area”). The lands discussed at the meetings were the same lands that are the subject of the Petition by the City of New Boston, Texas and Central Bowie County Water Supply Corporation for Approval of a Service Area Contract Under Texas Water Code §§ 13.248 and 13.255 and to Amend Water Certificates of Convenience and Necessity in Bowie County, Texas (“Petition”). Notice of the meetings was given by posting in accordance with the requirements of the Open Meetings Act of Texas. True and correct copies of said meeting notices are included in the Petition.
- 3 The City and the Central Bowie County Water Supply Corporation (“Central Bowie County WSC”) entered into an “Agreement Regarding Water Utility Service to Designated Areas” pursuant to Texas Water Code §§ 13.248 and 13.255 and 16 Texas Administrative Code §§ 24.253 and 24.259 (the “Service Area Contract”). This Service Area Contract designates water customers to be served by the City and the Central Bowie County WSC and establishes the Areas Transferred to the City CCN, the Areas Transferred to the Central Bowie County WSC CCN, and the Dual Certification Area.
- 4 The Areas Transferred to the City CCN, Areas Transferred to the Central Bowie County WSC CCN, and Dual Certification Area identified in the Service Area Contract are the same lands that are the subject of the Petition.
- 5 The City supports the Petition.

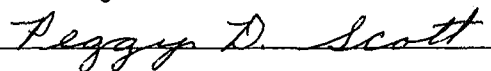
Further Affiant sayeth not.”



Ronald Humphrey
Mayor, City of New Boston, Texas

SUBSCRIBED AND SWORN TO BEFORE ME by RONALD HUMPHREY, Mayor of the
City of New Boston, Texas, on this the 28th day of July, 2021.





COUNCIL MEETING

The Governing Body of the City of New Boston, Texas ^{will ~~was~~} meet in a regular Council Meeting, Tuesday, March 16, 2021 at 6:00 p.m., in the Community Center of City Hall, 301 E.N. Front Street to consider and take official action on the following:

AGENDA

1. Call to order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Public Comment - Non-Agenda Items - limited to 15 minutes (each party will receive 3 minutes to speak)
6. Public Comment - Agenda Items - limited to 3 minutes per speaker
7. Consent Agenda:
 - a. Approval of minutes for February 23, 2021 Council Meeting.
 - b. Approval of payment of bills and inter-fund transfers.
8. Consider and take official action to approve Pay Request #9 (Final) from RBIS, LLC in the amount of \$77,827.13 in connection with the 2016 Capital Improvement Project-WWTP.
21 ~~slw~~
9. Consider and take official action on Resolution No. ~~20~~-R-08, a Resolution of the City Council of the City of New Boston, Texas; designating an Emergency Management Officer.
21 ~~slw~~
10. Consider and take official action on Resolution No. ~~20~~-R-09, a Resolution approve or suspend the (date) May 3, 2021 effective date for the Gas Reliability Infrastructure Program (GRIP) Interim Rate Adjustment for CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas-Beaumont/East Texas Division.
11. Mayor and Council will retire to closed session pursuant to Government Code:
 - a. §551.071 - Consultation with Attorney
12. Mayor and Council shall return from closed session and consider and take official action, if any, as a result of the closed session regarding Government Code:
 - a. §551.071 - Consultation with Attorney
13. Consider and take official action if any, on Agreement with Central Bowie County Water Supply Corporation regarding settlement of pending action before the Texas Public Utility Commission.
14. Consider and take action, if any, on approving the bid recommendation for the sale of property located at 125 E.N. Front Street.
15. Adjourn.

NOTE: The Council reserves the right to retire into Executive Session concerning any of the items listed on this Agenda, whenever it is considered permissible under the Open Meetings Act.

I certify that the above notice of meeting was posted in City Hall, 301 E.N. Front Street, New Boston, Texas on the 12th day of March, 2021 at 5:00 p.m. I further certify that the following media was properly notified of this meeting as stated above: Bowie County Citizens Tribune and Texarkana Gazette.

This facility is wheelchair accessible and accessible spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Contact Sharmin R. Hutto, City Secretary at (903) 628-5596 or fax (903) 628-6034.



Sharmin R. Hutto
City Secretary

PUBLIC COMMENT REQUIREMENTS. Persons desiring to address the City Council regarding an item on this Agenda, must sign up with the City Secretary during the period commencing thirty (30) minutes before the meeting starts and ending at the Call to Order of the Meeting. The person must give his/her name, address, and telephone number and the Agenda item upon which he/she desires to speak. Each person is limited to three (3) minutes to speak on each item. A non-English speaking person who addresses the City Council through a translator may speak for up to six (6) minutes.

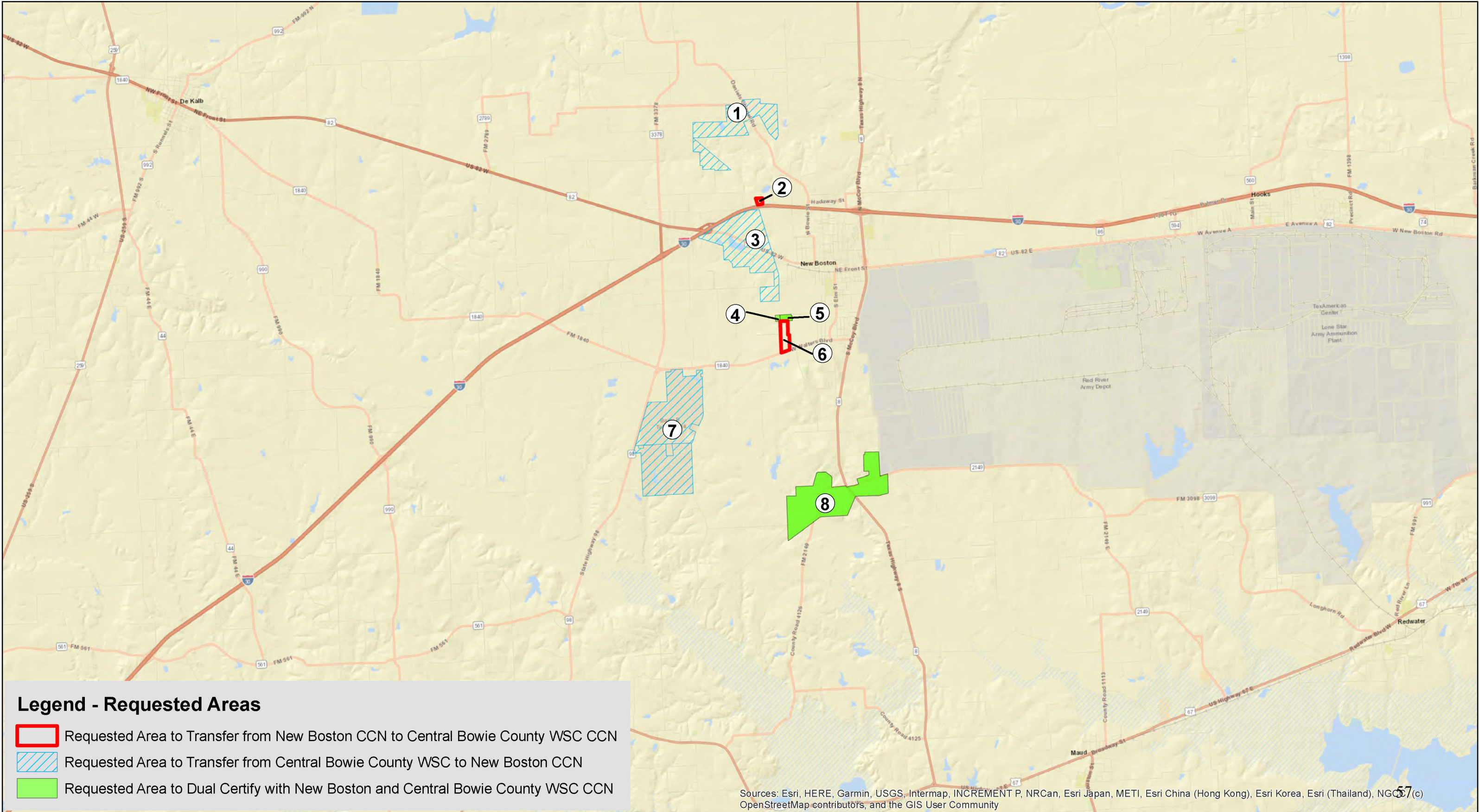
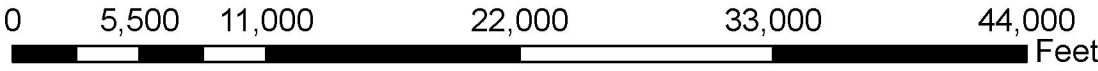
Exhibit “E”
(Mapping Information)

(GIS Digital Mapping files submitted to
the PUC Interchange in Native format)



PETITION FOR 13.248
CITY OF NEW BOSTON CCN NO. 13164
CENTRAL BOWIE COUNTY WSC CCN NO. 10525

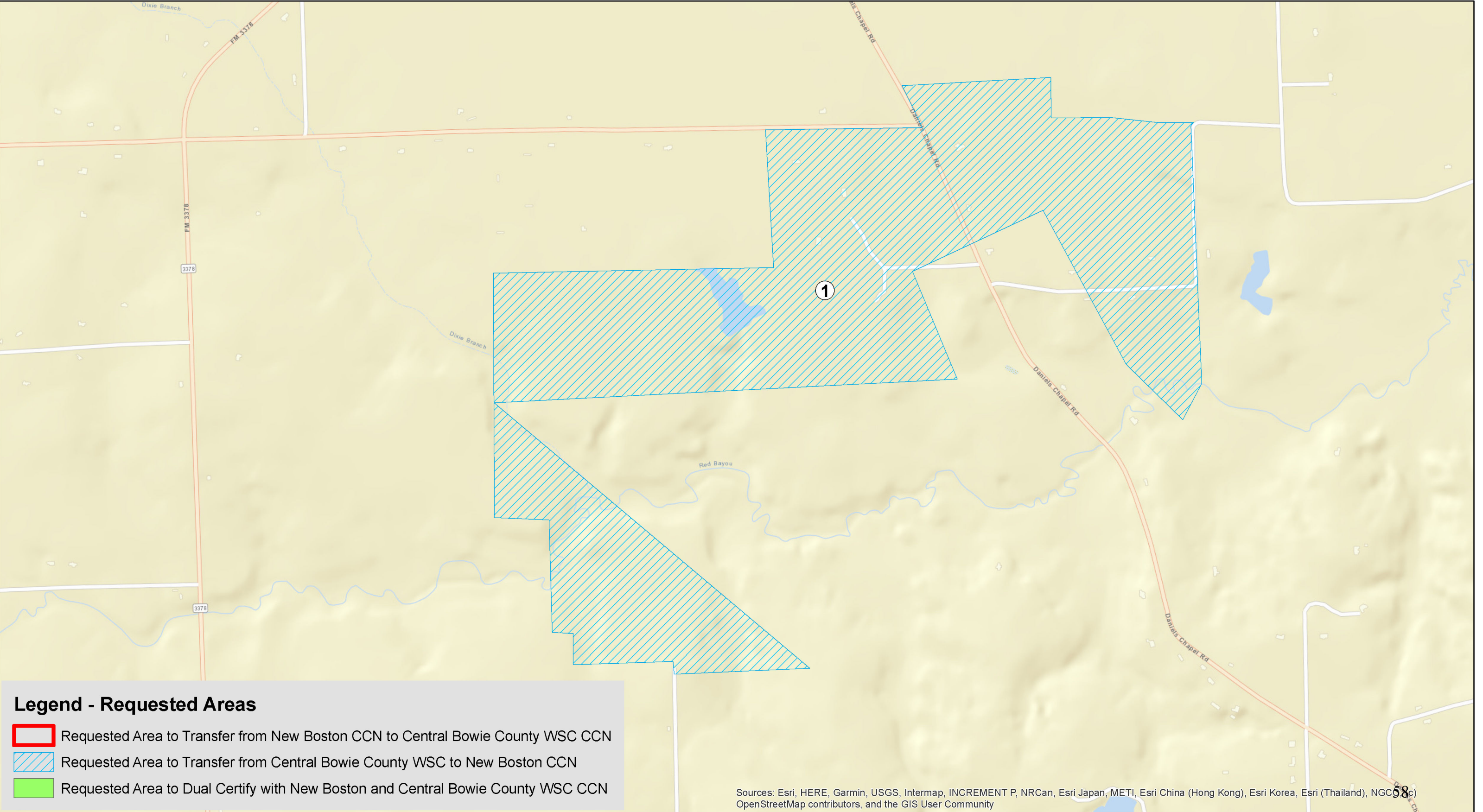
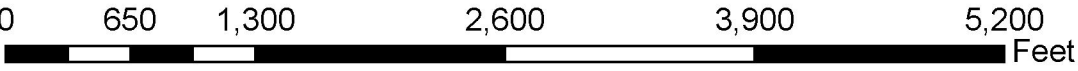
1 inch = 8,333 feet





PETITION FOR 13.248
CITY OF NEW BOSTON CCN NO. 13164
CENTRAL BOWIE COUNTY WSC CCN NO. 10525

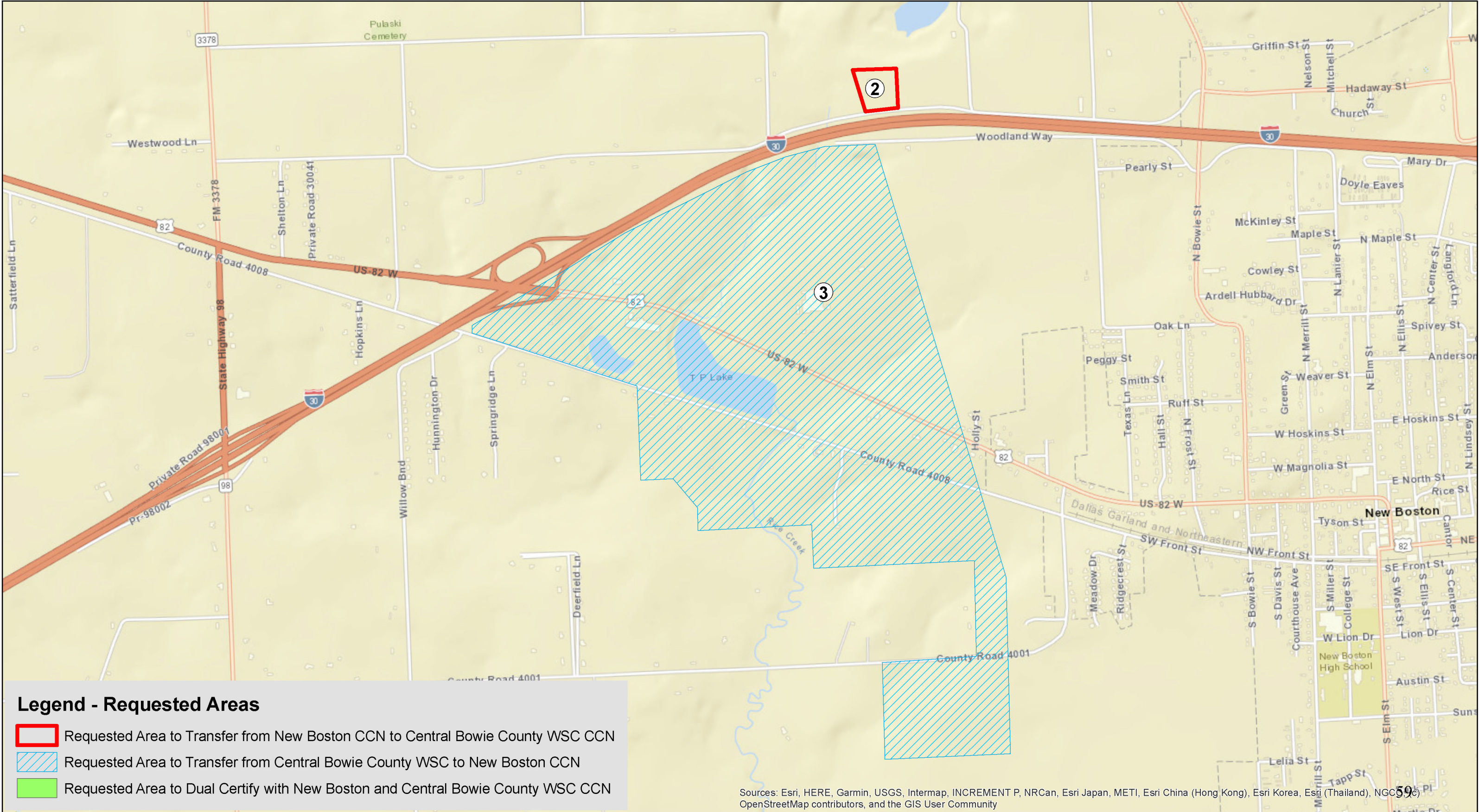
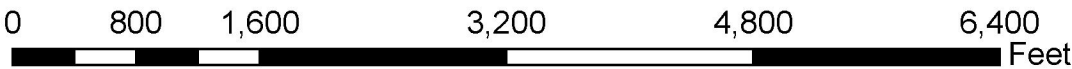
1 inch = 1,000 feet





PETITION FOR 13.248
CITY OF NEW BOSTON CCN NO. 13164
CENTRAL BOWIE COUNTY WSC CCN NO. 10525



1 inch = 1,245 feet



Legend - Requested Areas

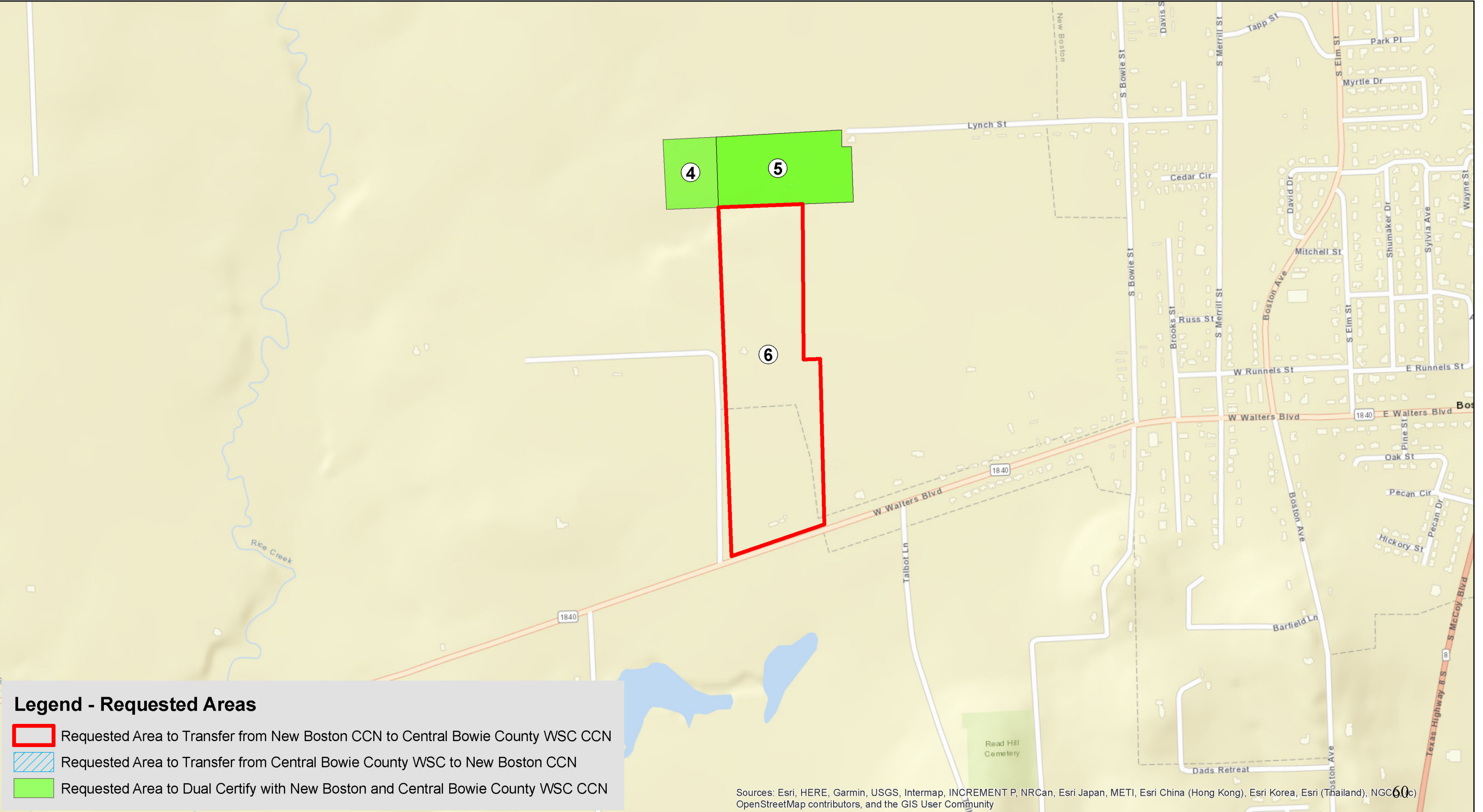
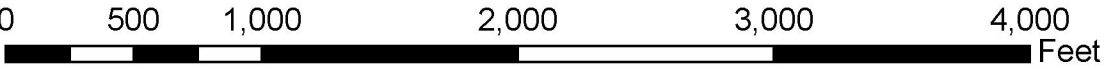
-  Requested Area to Transfer from New Boston CCN to Central Bowie County WSC CCN
-  Requested Area to Transfer from Central Bowie County WSC to New Boston CCN
-  Requested Area to Dual Certify with New Boston and Central Bowie County WSC CCN

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCS, Inc., OpenStreetMap contributors, and the GIS User Community



PETITION FOR 13.248
CITY OF NEW BOSTON CCN NO. 13164
CENTRAL BOWIE COUNTY WSC CCN NO. 10525

1 inch = 750 feet



Legend - Requested Areas

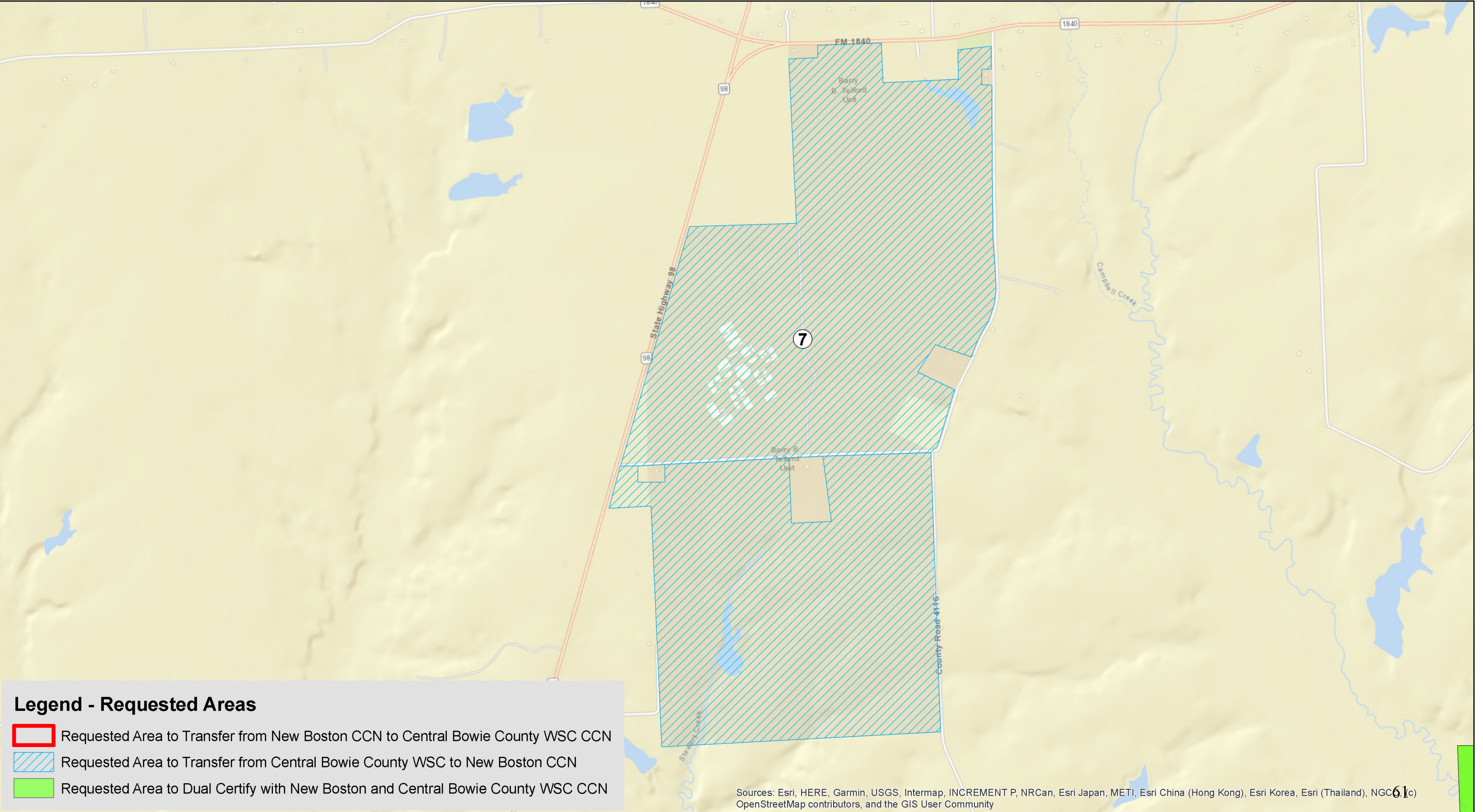
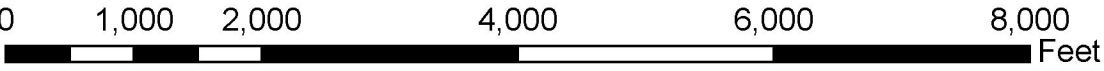
- Requested Area to Transfer from New Boston CCN to Central Bowie County WSC CCN
- Requested Area to Transfer from Central Bowie County WSC to New Boston CCN
- Requested Area to Dual Certify with New Boston and Central Bowie County WSC CCN

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, OpenStreetMap contributors, and the GIS User Community





PETITION FOR 13.248
CITY OF NEW BOSTON CCN NO. 13164
CENTRAL BOWIE COUNTY WSC CCN NO. 10525

1 inch = 1,500 feet



Legend - Requested Areas

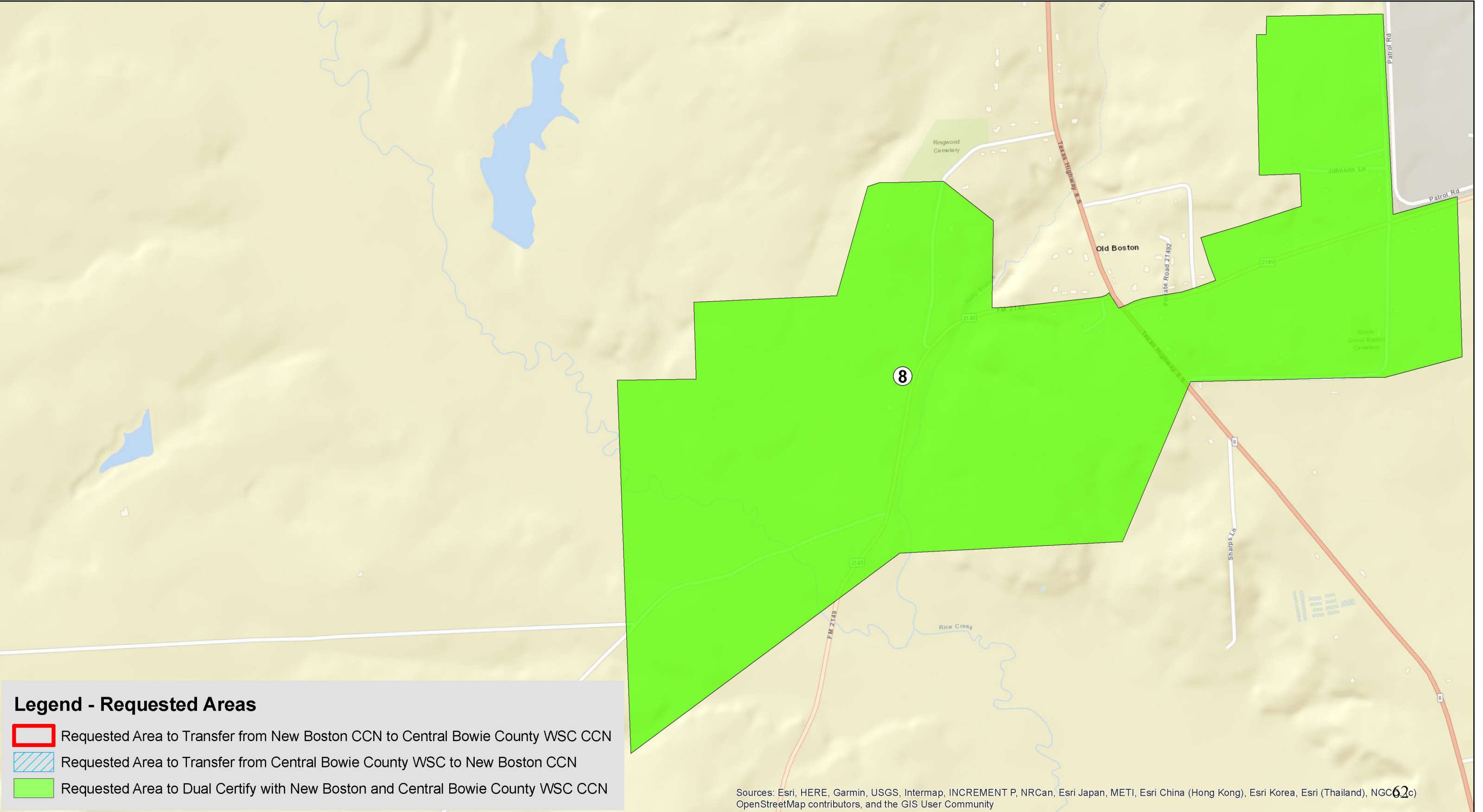
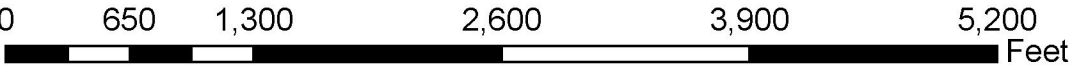
-  Requested Area to Transfer from New Boston CCN to Central Bowie County WSC CCN
-  Requested Area to Transfer from Central Bowie County WSC to New Boston CCN
-  Requested Area to Dual Certify with New Boston and Central Bowie County WSC CCN

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGC, OpenStreetMap contributors, and the GIS User Community





PETITION FOR 13.248
CITY OF NEW BOSTON CCN NO. 13164
CENTRAL BOWIE COUNTY WSC CCN NO. 10525

1 inch = 1,007 feet



Legend - Requested Areas

-  Requested Area to Transfer from New Boston CCN to Central Bowie County WSC CCN
-  Requested Area to Transfer from Central Bowie County WSC to New Boston CCN
-  Requested Area to Dual Certify with New Boston and Central Bowie County WSC CCN

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, OpenStreetMap contributors, and the GIS User Community

The following files are not convertible:

TSMS.dbf	Central Bowie Ex to New Boston CCN-
TSMS.prj	Central Bowie Ex to New Boston CCN-
TSMS.shp	Central Bowie Ex to New Boston CCN-
TSMS.shx	Central Bowie Ex to New Boston CCN-
	Dual Areas - TSMS.dbf
	Dual Areas - TSMS.prj
	Dual Areas - TSMS.shp
	Dual Areas - TSMS.shx
TSMS.dbf	New Boston Ex to Central Bowie CCN -
TSMS.prj	New Boston Ex to Central Bowie CCN -
TSMS.shp	New Boston Ex to Central Bowie CCN -
TSMS.shx	New Boston Ex to Central Bowie CCN -

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact centralrecords@puc.texas.gov if you have any questions.