

**RESOLUTION NO. R-2024-84**

**AMENDMENT TO MASTER CCN TRANSFER AGREEMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AMENDMENT TO THE MASTER CCN TRANSFER AGREEMENT FOR THE PEARL RIVER DEVELOPMENT; PROVIDING FOR SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE.**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** a Master Agreement (the "Agreement") for establishing basic terms and conditions under which Aqua Water Supply Corporation may consent to transfer specific portions of its retail water Certificate of Convenience and Necessity ("CCN") to the City of Bastrop was made and entered into by and between Aqua Water Supply Corporation ("Aqua") and the City of Bastrop, Texas ("Bastrop"), on or about the 26th day of February 2024; and

**WHEREAS,** the Agreement established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity No. 10294 ("Aqua Water CCN") to Bastrop; and

**WHEREAS,** the planned development of Pearl River, currently in the Aqua Water CCN has submitted a Concept Plan consisting of 75.97 acres, which has been approved by the Planning and Zoning Commission for the City of Bastrop; and

**WHEREAS,** the Pearl River development meets the requirements of the conditions stipulated in the Agreement to be considered for transfer from the Aqua Water CCN to Bastrop; and

**WHEREAS,** the land under consideration and subject to conveyance is shown in the attachment to *Exhibit "D": Pearl River Amendment* (incorporated herein as *Attachment "A"*), and said land is located within the Aqua Water CCN and the Bastrop Wastewater CCN; and

**WHEREAS,** Chapter 13 of the Texas Water Code and the rules of the Public Utility

Commission of Texas ("PUC") allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

**WHEREAS,** Bastrop has determined that it has sufficient water supplies available to provide water services to the specific portion of the Aqua Water CCN proposed to be served by Bastrop and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Bastrop; and

**WHEREAS,** the transfer of the specific portion of the Aqua Water CCN to Bastrop will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Bastrop and its urbanizing areas.

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

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2.** The City Council hereby approves the amendment to the Pearl River Master CCN Transfer Agreement.
- Section 3.** The Pearl River Master CCN Transfer Agreement is hereby amended to incorporate *Exhibit "D"*, attached hereto as *Attachment "A"* and incorporated into this Resolution for all intents and purposes.
- Section 4.** The City Council authorizes the execution of the Amended Pearl River Master CCN Transfer Agreement.
- Section 5.** Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.
- Section 6.** This Resolution shall be in full force and effect from and after its passage.
- Section 7.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.


DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 9<sup>th</sup> day of July 2024.

THE CITY OF BASTROP, TEXAS:



\_\_\_\_\_  
Lyle Nelson, Mayor

ATTEST:



\_\_\_\_\_  
Ann Franklin, City Secretary

APPROVED AS TO FORM:



\_\_\_\_\_  
Alan Bojorquez, City Attorney

# Attachement "A"

## EXHIBIT D

### Pearl River Amendment

#### Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Bastrop the Aqua Water CCN

Title of Development: PEARL 75 – PEARL RIVER BASTROP SUBDIVISION

Concept Plan

Preliminary Plat

Replat

Short Form Plat

Date of Approved Concept Plan or Plat: May 2023.

Name and Contact (Developer): PRC 01 BASTROP, LLC

#### AMENDMENT TO MASTER AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF BASTROP

A Master Agreement (the "Agreement") for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Bastrop was made and entered into by and between Aqua Water Supply Corporation ("Aqua") and the City of Bastrop, Texas ("Bastrop"), on the 23rd day of January, 2024. This instrument (the "Amendment") amends and supplements the Agreement as follows.

#### RECITALS

**WHEREAS**, the Agreement established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity ("CCN") No. 10294 ("Aqua Water CCN") to Bastrop; and

## **Attachement "A"**

**WHEREAS**, the planned development of Pearl River, currently in the Aqua Water CCN has submitted a Concept Plan consisting of 75.97 acres, which has been approved by the Planning and Zoning Commission for the City of Bastrop; and

**WHEREAS**, the Pearl River development meets the requirements of the conditions stipulated in the Agreement to be considered for transfer from the Aqua Water CCN to Bastrop; and

**WHEREAS**, the land under consideration and subject to conveyance is shown in **ATTACHMENT A** to this instrument, and said land is located within the Aqua Water CCN and the Bastrop Wastewater CCN; and

**WHEREAS**, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas ("PUC") allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

**WHEREAS**, Bastrop has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Bastrop and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Bastrop; and

**WHEREAS**, the transfer of the specific portion of the Aqua Water CCN to Bastrop will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Bastrop and its urbanizing areas.

# Attachement "A"

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Bastrop on the terms and conditions and for the consideration set forth below:

## TERMS OF AMENDMENT

### SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO BASTROP

#### **A. Definition of Specific Portion of the Aqua Water CCN to be conveyed to Bastrop**

**ATTACHMENT A** to this Amendment shows a map of the Pearl River Development that is covered by this Amendment. The map shows the location of the development in relation to the City limits of Bastrop, the current Water CCN of Bastrop, the parcels included in the development as well as the number of acres that comprise the development.

#### **B. Calculation of compensation**

Bastrop and Aqua agree that calculation of the compensation to be paid to Aqua by Bastrop for transfer of the specific portion of the Aqua Water CCN is as follows:

$$\text{Number of acres under development} \times \$ \underline{8,200} = \text{Total Compensation}$$

For the subject development, the actual calculation is as follows:

$$75.97 \text{ acres} \times \$8,200 = \$622,954.00$$

#### **C. Additional Amounts Owed to Aqua**

Bastrop shall pay Aqua the amount of \$ \_\_\_N/A\_\_\_ (for stranded assets, easement acquisition, existing customers, etc.).

#### **D. Payment**

Payment of the amounts calculated in Sections B and C above shall be paid within sixty (60) days of the effective date of the Amendment. Failure to timely pay shall constitute breach of a material term and/or condition of the Agreement and the Amendment as set forth in Section 3.5.

#### **E. Litigation**

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this

# Attachement "A"


Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

## F. Miscellaneous

Bastrop and Aqua expressly agree that this Amendment is subject to all terms, conditions, covenants, and obligations set forth in the Agreement unless otherwise stated in this Amendment. Bastrop and Aqua agree that the Recitals set forth above are true and correct and incorporated into the terms of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as indicated below.

**AQUA**

By:   
President,


Date: 4-9-2024

ATTEST:

By:   
Secretary, Board of Directors


Date: 4-9-24

**BASTROP**

By:   
City Manager,

Date: July 23, 2024

ATTEST:

By:   
Secretary

Date: 7/23/2024

# **Attachement "A"**

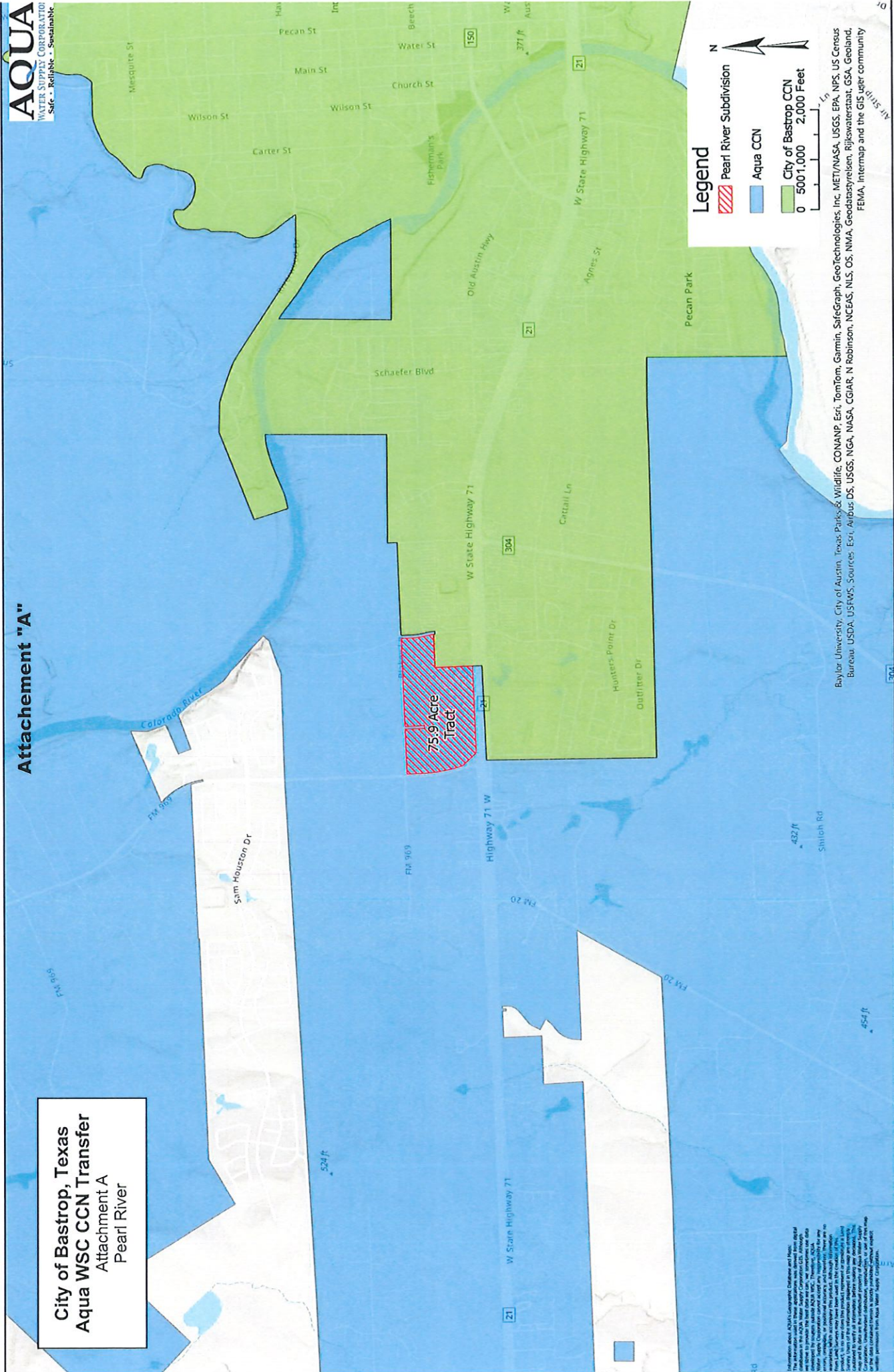
## **ATTACHMENT A**

Map Showing the area of Aqua Water CCN subject to the transfer for Pearl River.



# Attachement "A"

City of Bastrop, Texas  
Aqua WSC CCN Transfer  
Attachment A  
Pearl River



**Legend**

- Pearl River Subdivision
  - Aqua CCN
  - City of Bastrop CCN
- 0 500' 1,000 2,000 Feet

Baylor University, City of Austin, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGAR, N Robinson, NCEAS, NLS, OS, NMA, Geodataspyreisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community