



**RIVERBEND RESOLUTION NO. 20200219-04**

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO  
ENTER INTO AN INTERLOCAL AGREEMENT WITH TEXAMERICAS  
CENTER AND THE CITY OF NEW BOSTON REGARDING SERVICES PROVIDED TO  
THE WEST CAMPUS OF TEXAMERICAS CENTER**

**WHEREAS**, Riverbend Water Resources District ("Riverbend") is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, TexAmericas Center ("TAC") is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

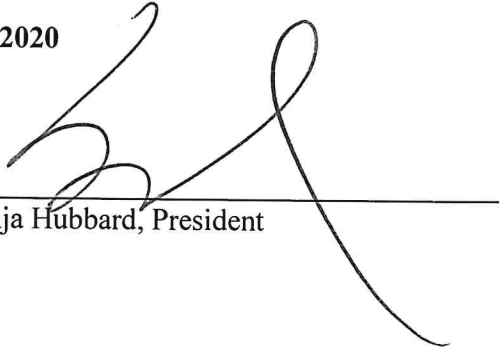
**WHEREAS**, the City of New Boston, Texas ("the City") is a General Law "A" Municipality as recognized by Texas Local Government Code Title 2 "Organization of Municipal Government" Chapter "Types of Municipalities in General" Subtitle "Types of Municipalities" Section "Type A General Law Municipality," and having full power of local self-government; and

**WHEREAS**, the West Campus of TAC lies within the territory under the Certificate of Convenience and Necessity held by Riverbend; and

**WHEREAS**, in the event Riverbend is unable to provide water and/or wastewater services to potential TAC Customers on the West Campus then the City, provided it has the capacity in its plants, will cooperate with TAC to provide those services; and

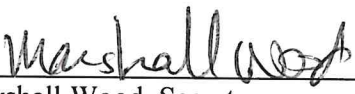
**NOW, THEREFORE, BE IT RESOLVED** that the Executive Director/CEO is hereby authorized to enter into an agreement with TexAmericas Center and the City of New Boston, Texas regarding water and wastewater services provided to TexAmericas Center West Campus. Any agreement must be reviewed and approved by general counsel.

**PASSED and APPROVED** this 19<sup>th</sup> day of February 2020

  
\_\_\_\_\_  
Sonja Hubbard, President



**ATTEST:**

  
\_\_\_\_\_  
Marshall Wood, Secretary

Attachment: Tri-Party Agreement for Water and Wastewater Services

## **TRI-PARTY AGREEMENT**

This Agreement is entered into by and between TEXAMERICAS CENTER, the CITY OF NEW BOSTON, TEXAS, and RIVERBEND WATER RESOURCES DISTRICT and is effective as of the date of the last of the parties to execute the same.

### **RECITALS**

**WHEREAS**, TexAmericas Center is a political subdivision of the State of Texas operating pursuant to Chapter 3503 of the Texas Special District Local Laws Code; the City of New Boston, Texas is a General Law City operating pursuant to the provisions of the Texas Local Government Code; and Riverbend Water Resources District is a political subdivision of the State of Texas operating pursuant to Chapter 9601 of the Texas Special District Local Laws Codes; and

**WHEREAS**, TexAmericas Center is the owner of a tract (the TAC West Campus) of approximately 2,850.665 acres in Bowie County, Texas, which lies contiguous to the East boundary of the city limits of the City of New Boston, Texas, and in close proximity to the wastewater treatment plant owned and operated by the City of New Boston, Texas; and

**WHEREAS**, the TAC West Campus lies within the boundaries of the Certificate of Convenience and Necessity held by Riverbend Water Resources District for the provision of water and wastewater treatment services to the property; and

**WHEREAS**, TexAmericas Center has agreed to grant to the City of New Boston, Texas, an Easement for the installation of a sewer main along the Western boundary of the TAC West Campus property adjacent to the city limits of the City of New Boston, Texas; and

**WHEREAS**, the parties to this Agreement deem it to be in the best interest of each of them to delineate and specify the agreement of the parties with regard to the furnishing of water and sanitary sewer service to potential customers upon the TAC West Campus;

**IT IS THEREFORE AGREED** by and between the parties to this Agreement as follows:

1. TexAmericas Center will grant the Easement to the City of New Boston, Texas, in consideration of the agreement of the City of New Boston, Texas to furnish water and/or sanitary sewer service to the TAC West Campus upon the terms as stated herein.
2. Riverbend Water Resources District acknowledges that it may not be economically feasible for it to provide water and/or sanitary sewer service to a customer located upon the TAC West Campus in the future.
3. In the event that Riverbend Water Resources District is either unable, or declines, to provide water and/or sanitary sewer service to the TAC West Campus upon request of TexAmericas Center, Riverbend agrees to cooperate with the City of New Boston to allow the City of New Boston to provide said service or services to said customer, including, when necessary, such filings with the State of Texas as will allow such service to be

provided by the City of New Boston within the territory of the Certificate of Convenience and Necessity held by Riverbend.

4. In the event that Riverbend Water Resources District is either unable, or declines, to provide water and/or sanitary sewer service to a customer located upon the TAC West Campus upon request of TexAmericas Center, City of New Boston agrees to assist TexAmericas Center by providing water and/or sanitary sewer service to said customer upon such terms as may be agreed at the time of the need arising for said service and conditioned upon the City of New Boston water system and/or sanitary sewer system having the capacity to provide said service or services.
5. In the event that Riverbend Water Resources District is either unable, or declines, to provide water and/or sanitary sewer service to a customer located upon the TAC West Campus upon request of TexAmericas Center, TexAmericas Center agrees to cooperate with both Riverbend Water Resources District and the City of New Boston, Texas, to develop a plan including such financial arrangements as may be necessary to extend water and/or sanitary sewer service to said customer.
6. This Agreement is performable in Bowie County, Texas. The Agreement shall be governed by the laws of the State of Texas.
7. This Agreement is executed pursuant to the terms of the Texas Interlocal Cooperation Act. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.
8. This Contract shall be for a term of 25 years.

**TEXAMERICAS CENTER**

By: \_\_\_\_\_  
William Scott Norton,  
Executive Director/CEO

**RIVERBEND WATER RESOURCES DISTRICT**

By: Kyle Doolot  
Name: KYLE DOOLOT  
Title: EXECUTIVE DIRECTOR/CEO

**CITY OF NEW BOSTON, TEXAS**

By: \_\_\_\_\_  
Johnny L. Branson, Mayor

Attest: \_\_\_\_\_  
Sharmin Hutto, City Secretary