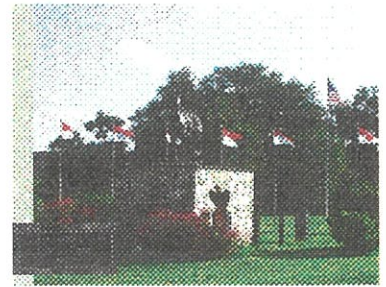




FORT CLARK SPRINGS ASSOCIATION, INC.

P.O. Box 345
Brackettville, Texas 78832
(830)563-2495 1-800-937-1590
www.fortclark.com
fcsa@fortclark.com



AGREEMENT BETWEEN THE FORT CLARK SPRINGS ASSOCIATION, INC. AND THE CITY OF BRACKETTVILLE FOR BRUSH PIT USAGE AND DISPOSAL OF WHITE GOODS AND CARDBOARD

This Agreement, is made and entered into this 11 day of February 2010, by and between the **Fort Clark Springs Association, Inc.** (hereinafter referred to the "Association"), acting through Felix M. Cerna, Director of Operations, thereunto duly authorized so to do, and the **City of Brackettville** (hereinafter referred to as the "City"), a political subdivision within the County of Kinney and State of Texas, acting through Henry Garcia, City Manager.

The Association agrees to the following:

- To allow the City to deposit brush in the Fort Clark Springs brush pit.

The City agrees to the following:

- payment to Association in the amount of \$250.00 per month, no later than 30-days from billing date,
- city employees shall be responsible for hauling of brush to the brush pit,
- allow the Association to deposit white good and cardboard at the City's designated site, at no cost to the Association.

It is also understood that the Association shall not be responsible for any injuries sustained by City employees as relates to the performance of their duties while using the brush pit. It is also understood that the City shall not be responsible for any injuries sustained by Association employees as relates to their performance of duties while using the designated site for white goods and cardboard.

This agreement shall become effective March 1, 2010 and shall initially be for a one (1) year period, with a renewal option of additional one (1) year periods by written agreement. This agreement may be cancelled by either party provided cancelling party gives the other party written notice at least thirty (30) days in advance.

Any changes to this agreement will not be effective unless they are in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have agreed to execute this Agreement to become effective on the 1st day of March, 2010.

FORT CLARK SPRINGS ASSOCIATION, INC.

BY: Felix M. Cerna

ATTEST: Genev Hobbs

CITY OF BRACKETTVILLE

BY: Henry Garcia

ATTEST: Janet Ruiz



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AGREEMENT BETWEEN THE FORT CLARK SPRINGS ASSOCIATION, INC. AND THE CITY OF BRACKETTVILLE

This Agreement, is made and entered into this 28 day of August 2010, by and between the **Fort Clark Springs Association, Inc.** (hereinafter referred to the "Association"), acting through Felix M. Cerna, Director of Operations, thereunto duly authorized so to do, and the **City of Brackettville** (hereinafter referred to as the "City"), a political subdivision within the County of Real and State of Texas.

The Association agrees to the following:

- To allow the City to deposit garbage in the Fort Clark Springs Landfill.

The City agrees to the following:

- payment to Association in the amount of \$100.00 per ton, no later than 30-days from billing date,
- weight ticket shall accompany each load of garbage,
- city employees shall be responsible for hauling of garbage to the landfill,
- hauling times to be coordinated with the Fort Clark Maintenance Department.

It is understood by both parties that the landfill is a Type 1 A-E permitted landfill, and as such may only accept items allowed under said permit. All other items are specifically prohibited and will not be accepted for disposal.

The existing transfer station shall remain operational in the event circumstances arise that are beyond the Association's control (weather, equipment problems, etc.). Transfer station usage shall remain at the rate currently charged by ACI (the hauler), of San Antonio, Texas.

It is also understood that the Association is not responsible for any injuries sustained by City employees as relates to the performance of their duties while using the landfill and/or transfer station.

This agreement shall be for a two (2) year period, with a renewal option for additional one (1) year periods by written agreement. This agreement may be cancelled by either party provided cancelling party gives the other party written notice at least thirty (30) days in advance. City shall be responsible for all payments due for loads already deposited in the landfill, if the agreement should be cancelled.

Any changes to this agreement will not be effective unless they are in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have agreed to execute this Agreement this 18 day of August, 2010.

FORT CLARK SPRINGS ASSOCIATION, INC.

BY: Felix M. Gomez

ATTEST: Genie Hobbs

CITY OF BRACKETTVILLE

BY: Genie Hobbs

ATTEST: Genie Hobbs

PROPOSED JOINT AGREEMENT BETWEEN THE CITY OF BRACKETTVILLE (CITY) AND FORT CLARK SPRINGS ASSOCIATION, INC. (ASSOCIATION), FOR DISPOSAL OF HOUSEHOLD GARBAGE, BRUSH, WHITE GOODS/METAL, AND CARDBOARD.

The City of Brackettville (City), proposes to pay \$7,000 per month, no later than the 10th day of each month, to Fort Clark Springs Association, Inc. (Association), for household garbage disposed at the Association transfer station. City employees will be responsible for hauling the garbage to the transfer station and will coordinate hauling times with the Fort Clark maintenance department.

The City proposes to pay \$500 per month, no later than the 10th day of each month, to the Association for brush hauled from the City to the Association brush pit. City employees will be responsible for hauling the brush to the brush pit and will coordinate hauling times with the Fort Clark maintenance department. Items other than brush/limbs will not be accepted at the brush pit.

The Association proposes to haul their cardboard to the City cardboard collection site at no cost to the Association. Association employees will be responsible for hauling the cardboard to the City collection site and will coordinate hauling times with the City maintenance department.

The Association proposes to haul their white goods and/or metal products to the City white goods collection site at no cost to the Association. Association employees will be responsible for hauling the white goods/metal to the City collection site and will coordinate hauling times with the City maintenance department. Items other than white goods/metal products will not be accepted at the collection site.

This proposed agreement shall become effective no later than December 1, 2007. ~~Once the agreement is accepted by both parties, a formal contract shall be prepared and executed and contain verbiage relating to default on either party's part and the method by which the contract may be declared null and void.~~

CITY OF BRACKETTVILLE

By: Bonnie Mayes
Bonnie Mayes, City Secretary

Date: 11-16-07

FORT CLARK SPRINGS ASSOCIATION, INC.

By: Genell Hobbs
Genell Hobbs, Interim Director of Operations

Date: 11/21/07

*The agreement will run on a month to month basis, until such time as a recycling program can be developed and implemented.

A formal agreement shall be prepared with verbiage relating to default on either party's part, and other pertinent details.

Matt Bland
11-21-07

G. Hobbs
11/21/07