

OPERATIONS AND MAINTENANCE AGREEMENT

STATE OF TEXAS :

COUNTY OF KINNEY :

KNOW ALL MEN BY THESE PRESENTS:

This agreement, made and entered into this 15th day of February, 1974, by and between FORT CLARK MUNICIPAL UTILITY DISTRICT OF KINNEY COUNTY, TEXAS, a body politic and corporate and a governmental agency of the State of Texas, organized under the provisions of Article 16, Section 59, Texas Constitution, and Chapter 54 of the Texas Water Code, and the CITY OF BRACKETTVILLE, TEXAS, a municipal corporation, both of said parties being domiciled in Kinney County, Texas and each acting by and through its duly authorized officers:

WITNESSETH:

WHEREAS, the City of Brackettville currently leases a forty (40) acre tract for ninety-nine (99) years from Ft. Clark Municipal Utility District; and

WHEREAS, the City of Brackettville and Ft. Clark Municipal Utility District currently own the facilities for sewage treatment located within said forty (40) acre boundary; and

WHEREAS, the City of Brackettville and the Ft. Clark Municipal Utility District will jointly operate the wastewater treatment facilities located within said forty (40) acre tract; and

WHEREAS, the City of Brackettville and the Ft. Clark Municipal Utility District will jointly operate the common collection facilities located upstream of said forty (40) acre tract:

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, benefits, and covenants contained herein, and other valuable considerations, and as authorized by Section 54.218, Texas Water Code and Article 4413 (32C) V.A.C.S., the parties here agree as follows:

A. The Ft. Clark Municipal Utility District will operate and maintain all joint treatment and collection facilities as shown on attachment "A" as follows:

1. The treatment pond system,
2. The piping system located within the said forty (40) acre tract,
3. Lift Station C-3,
4. O & M building,
5. The fence boundary system,

OPERATIONS AND MAINTENANCE AGREEMENT

6. All of force main C-4, located within said forty (40) acre tract,
7. The outfall line to Los Moras Creek from the forty (40) acre treatment site,
8. All the force main designated as C-6 running to the golf course holding pond.
9. Lift station C-2,
10. All of Force Main C-4 which lies outside said forty (40) acre tract,
11. Outfall line C-3,
12. Force main C-2,
13. Lift station C-1,
14. Outfall C-1,

B. The City of Brackettville will be responsible for fifty per cent (50%) of all maintenance repair costs for replacement parts and materials required for repairs.

C. Ft. Clark Municipal Utility District and the City of Brackettville will be responsible for providing all flow measuring reports, tests and any other data necessary to be sent to the Texas Water Commission on a periodic basis for review purposes. Such report shall be available for review by the City of Brackettville personnel.

D. Ft. Clark Municipal Utility District and the City of Brackettville, as operator of the wastewater treatment facilities will be responsible for meeting the desired permit parameters required by the Texas Water Commission.

E. Ft. Clark Municipal Utility District and the City of Brackettville will be responsible for seeing that qualified operators are on duty for operation of the treatment facility.

F. Each entity will be solely responsible for operation and maintenance costs associated with their respective collection facilities.

G. This agreement is to be renegotiated on March 1, of each subsequent year to make adjustments in costs associated with relative population demands.

H. The City of Brackettville and Ft. Clark Municipal Utility District mutually agree that no payments under this agreement by the City of Brackettville and the Ft. Clark Municipal Utility District shall be payable from tax revenues. The same shall be payable from the revenues of water and sewer system of the City of Brackettville and the Ft. Clark Municipal Utility District as a part of their operating expense.

OPERATIONS AND MAINTENANCE AGREEMENT

I. The City of Brackettville and the Ft. Clark Municipal Utility District shall, at all times during the term hereof, maintain such liability insurance on said plant and real property associated therewith as it deems necessary.

J. Both the City of Brackettville and Ft. Clark Municipal Utility District authorized personnel shall have access to all waste treatment plant premises and all common collection facilities at all times.

ATTEST:

FORT CLARK MUNICIPAL UTILITY DISTRICT
KINNEY COUNTY, TEXAS

Larry Sojaly
MANAGER

Hubert McKelvey
PRESIDENT

ATTEST:

CITY OF BRACKETTVILLE
KINNEY COUNTY, TEXAS

David C. Luna
CITY SECRETARY

Carmon M. Berlanga
MAYOR

