

OPERATIONS AND MAINTENANCE AGREEMENT

STATE OF TEXAS :

COUNTY OF KINNEY :

KNOW ALL MEN BY THESE PRESENTS:

This agreement, made and entered into this 14th day of JANUARY, 1992, 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:

W I T N E S S E T H:

WHEREAS, The City of Brackettville is presently operating the Fort Clark Municipal Utility District's waste treatment plant at Fort Clark Springs and treating its sewage at said plant under an agreement with said District; and

WHEREAS, the City of Brackettville is the present holder of all necessary permits to operate such plant; and

WHEREAS, Fort Clark Municipal Utility District desires that the City of Brackettville continue to operate its waste treatment plant under the terms and conditions of this agreement:

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 hereto agree as follows:

1. Both the City of Brackettville and Fort Clark Municipal Utility District will cooperate and coordinate in all matters concerning the proper operation and maintenance of the wastewater treatment plant.
2. The force main line leading from the Brackettville main lift station up to the first manhole on Fort Clark Springs will be maintained by the City of Brackettville. All other collection lines within the Fort Clark Municipal Utility District will be maintained by Fort Clark Municipal Utility District Personnel.
3. All required laboratory samples and reports to governmental agencies will be the responsibility of the City of Brackettville. A copy of all reports and the results of samples and tests run will be provided to Fort Clark Municipal Utility District.
4. The City of Brackettville will provide chemicals and equipment needed to meet the minimum standards set by regulatory agencies.
5. The City of Brackettville will be responsible for all maintenance and repairs of the Imhoff Tank, the Dunbar Beds and the Sludge Beds. This will include all tools and equipment required for repairs and maintenance. Fort Clark Municipal Utility District will be responsible for providing the City with any parts and/or materials required to maintain or repair the Imhoff Tank, the Dunbar Beds and the Sludge Beds.
6. The City of Brackettville will be required to perform and record the following proper preventative maintenance procedures at the designated intervals:

MAINTENANCE PROCEDURES FOR THE SEWER PLANT

(A) DAILY ROUTINE OPERATING PRACTICES;

- (1) All flow measuring devices will be read and the readings recorded on the proper log sheet.
- (2) All chlorination equipment will be inspected and the levels recorded on the proper logs.

(1) The grass at the sewer plant will be maintained and cut on an as needed basis.

(2) All weedeating will be done on an as needed basis

(3) All tree trimming that hinder the operation of the treatment plant will be done on an as needed basis.

NOTE: THE CEMENT HOLDING POND IS CONSIDERED PART OF THE SEWER PLANT.

7. Fort Clark Municipal Utility District will inspect the plant daily to insure these procedures are followed. Any deviation will be reported to the City Manager.

8. Fort Clark Municipal Utility District will provide and pay for all water and electricity required to maintain and operate the wastewater treatment plant.

- (3) Remove and properly dispose of accumulations in inlet and outlet channels.
- (4) "Churn" scum in gas vents with a scum hoe.
- (5) Remove scum from gas vents and dispose of properly.
- (6) Remove all floating solids from the sedimentation chamber and dispose of properly.
- (7) The total submerged interior surfaces of the sedimentation chamber sides, ends and sloping walls will be squeegeed thoroughly to remove solids adhering to them. The squeegee should be handled in such a manner as to scrape solids to the slots so they will slide into the digestion compartment.
- (8) Chain the slots of the sedimentation chamber. Lower the chain into the slot at one end and proceed from one end of the tank to the other raising and lowering the chain in a saw-like motion while moving. Any obvious obstructions should be removed. (THERE ARE 2 CHAMBERS)
- (9) Remove any floating material that may have come to the surface after squeegeeing and chaining the sedimentation chambers.

(B) Biweekly Maintenance

- (1) Every Tuesday and Friday, the elevation of the sludge blanket will be measured and recorded and compared with the elevations of the slots. The elevation of the sludge blanket will be recorded on the proper log sheet. (THE SLUDGE BLANKET LEVEL WILL BE KEPT 18 INCHES OR MORE BELOW THE SLOTS IN THE SEDIMENTATION CHAMBER).

(C) Dunbar Beds will be rotated on a weekly basis. Each Wednesday, effluent will be diverted to a clean bed.

(D) Sludge Withdrawal procedures:

- (1) Any time that the sludge blanket is within 18 inches or more of the slots, sludge will be drawn
- (2) Draw sludge in small amounts at frequent intervals rather than large amounts at longer intervals. (PLAN FOR SLUDGE WITHDRALS MONTHLY)
- (3) Draw only ripe or fully digested sludge. (FULLY DIGESTED SLUDGE WILL BE BROWNISH-BLACK IN COLOR AND HAVE AN UNOBJECTIONABLE TARRY ODOR).

(E) Grounds Maintenance:

9. Both the City of Brackettville and the Fort Clark Municipal Utility District will be required to have at least two (2) certified class "C" wastewater operators at all times. At least one class "C" certified operator will be at the sewer plant any time that maintenance is being performed at the treatment plant. Each entity will be responsible for the training and upgrade of their own operators.

10. Fort Clark Municipal Utility District will be obligated to notify the City of Brackettville of any deviations in operations of the wastewater collection system within the District.

11. Both the City of Brackettville and the Fort Clark Municipal Utility District will divide equally the cost of any new equipment required to maintain and/or operate the wastewater treatment plant. (With the exception of items set forth in this agreement by other paragraphs).

12. Both the City of Brackettville and Fort Clark Municipal Utility District mutually agree that no payments under this agreement by the City and District shall be payable from tax revenues. The same shall be payable from the revenues of the water and sewer systems of City and District as a part of their operating expenses.

13. The City of Brackettville shall hold Fort Clark Municipal Utility District harmless from any claims arising out of the operating of City's motor vehicles, and shall at all times during term hereof maintain liability insurance on its vehicles used in the performance of this agreement.

14. Fort 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.

15. Both the City of Brackettville and Fort Clark Municipal Utility District authorized personnel shall have access to the waste treatment plant premisses and facilities at all times.

16. The terms of this agreement shall be for a period of one (1) year after the effective date hereof. However, this agreement may be amended by mutual consent of both parties at any time.

APPROVED AND EXECUTED this 14th day of JANUARY, 1992.

ATTEST:

FORT CLARK MUNICIPAL UTILITY DISTRICT
KINNEY COUNTY, TEXAS

Larry Siefert
MANAGER

Hubert McKelvey
PRESIDENT

ATTEST:

CITY OF BRACKETTVILLE, TEXAS

Conrad Knudsen
CITY SECRETARY

Deanie D. Beard
MAYOR