

00225

RESOLUTION NO. 24-72

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION BY THE HONORABLE GEORGE BOYCE, MAYOR, AN AGREEMENT WITH THE CITY OF GARLAND UPON THE TERMS AND CONDITIONS AS SHOWN BY THE ATTACHED INSTRUMENT FOR THE AREA SHOWN IN EXHIBIT "A" AS ATTACHED HERETO AND PROVIDING THE EFFECTIVE DATE THEREOF.

WHEREAS, certain territory within the corporate limits of the City of Mesquite lies within the natural drainage area of the City of Garland; and

WHEREAS, it is not economically feasible to serve such area into the City of Mesquite sewer system and plant; and

WHEREAS, the City of Garland has agreed to treat the sewage effluent from such area; and

WHEREAS, it is in the public interest of the citizens of the City of Mesquite to contract with the City of Garland for sewage effluent treatment for such area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City of Mesquite enter into agreement with the City of Garland for the treatment of sewage effluent upon the terms and conditions as shown by the attached instrument in and for the area described in Exhibit "A" of said attached instrument.


SECTION 2. That the Honorable George Boyce, Mayor, is hereby authorized to execute an agreement with the City of Garland for the treatment of sewage effluent upon the terms and conditions shown by the attached instrument.

00226

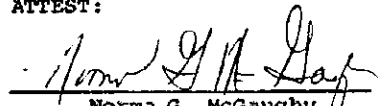
RESOLUTION/PAGE 2

SECTION 3. That this resolution take effect immediately upon date of passage as the law in such cases provides.

DULY RESOLVED BY THE City Council of the City of Mesquite, Texas, on this the 21 day of August, A.D., 1972.


George Boyce
Mayor

ATTEST:


Norma G. McGaughey
City Secretary

00227

CONTRACT

STATE OF TEXAS X
 X
COUNTY OF DALLAS X

WHEREAS, the City of Mesquite has territory which lies in the Duck Creek drainage area and said City has requested that Garland assist in sanitary sewer service.

WHEREAS, the City of Garland will accept wastewater from the tract known as the Raldon Development, said tract being more fully described in Exhibit "A" attached hereto and made a part hereof.

WITNESSETH:

The agreement of the parties hereto:

1

The City of Garland agrees to receive into its Duck Creek outfall main wastewater originating from the Raldon Development within the City Limits of Mesquite and tender it through present collection system and to treat and dispose of same for consideration as follows:

00228

- (a) The City of Mesquite will provide for metering stations at each point of connection to the Duck Creek outfall main.
- (b) Charges will be based on actual operation and maintenance plus depreciation and cost of bond retirement for treatment facilities provided.
- (c) Line rental for transporting the wastewater from Mesquite to the Duck Creek Plant will be \$0.0173 per thousand gallons.
- (d) Compensation for this service shall be paid by the City of Mesquite to the City of Garland on a monthly basis, payment to be made not later than the 10th of each month without discount.

2

The normal strength of wastewater is hereby established at 300 parts per million BOD and 300 parts per million suspended solids. In the event the wastewater contributed by Mesquite to the Duck Creek main has a strength in excess of these amounts, Mesquite agrees to pay a surcharge over and above the charges hereby contracted for in the amount of \$0.06 per part per million per million gallons for BOD and suspended solids exceeding normal

00229

wastewater as set forth above. The City desiring this service shall enforce such ordinances as to comply with all regulations of the Texas Water Quality Board and Environmental Protection Agency or other agencies which may have authority in pollution control.

3

This agreement shall become effective immediately when signed, but charges provided for herein shall become effective when sewerage service becomes available to Mesquite.

4

It is further mutually understood and agreed that each of the cities flowing sewage into another city have an obligation to prevent entrance of rainwater or surface water into said sewerage system thereby creating an excess flow condition. In accordance with this requirement the cities do covenant that all house building sewers connecting to the sewerage system in their respective drainage areas will be built of a permanent type material of cement asbestos, cast iron or clay tile, carefully bedded to prevent overstressing of the material and utilizing a mechanical or preformed plastic joint which will provide a permanent watertight house building sewer. They do further covenant that each such installation

-3-

00230

shall be subjected to a water test under the supervision of their plumbing inspector, and shall be watertight under a minimum of five foot head of water before connection to the sanitary sewer system.

City does further covenant that the physical connection of said house building sewer to their sanitary sewer system shall be accomplished by the city and shall not be left to the discretion of a plumber or contractor unless said contractor is under the direct supervision of the city's construction supervisor or a supervisor of their sanitary sewer maintenance crew. The city further covenants that all the main line sewers constructed within their respective drainage areas shall be built in accordance with the standard specifications mutually agreed to and said lines shall have an infiltration tolerance of not more than 500 gallons per inch of diameter per mile of pipe per twenty-four (24) hours, and respective sections of each sewer contract shall be subject to an infiltration or exfiltration test to assure this requirement is adhered to. The city does hereby covenant, too, that it will maintain strict supervision and maintenance of its sanitary sewer system to prevent all illegal connections such as roof drains or any other means by which surface drainage can enter said sewer system. City shall accomplish such

corrections or maintenance so as to limit the infiltration of rainwater into their system upon notice from a receiving city.

5

To apportion equitably the capacity of the sewer the parties hereto agree that the maximum dry weather flow contribution shall not exceed 1000 gallons/acre/day for residential acreage and 3000 gallons/acre/day for industrial and commercial properties. Wet weather flow capacity in the sewer is hereby allocated on the basis of 4000 gallons/acre/day. This capacity shall be apportioned to entry points as contributing acreage from the cities occurs along the reaches of the sewer.

6

It is expressly understood that the parties hereto shall never be liable to any other of the parties hereto or any of its citizenship for the failure to furnish adequate sanitary sewer service should it develop that during the term of this agreement the facilities of either city should fail or become disabled from furnishing this service through acts of God, acts of public enemy, riots, or civil commotions or through sabotage, or any other means beyond the control of the city receiving sewage from another.

00232

7

This agreement is entered into by each of the parties hereto, subject to the provisions of the Constitution, applicable State laws, and Charter provisions presently in force, or any amendment of either source of power or authority under which respective party acts in entering into this agreement.

EXECUTED this _____ day
of _____, A.D., 1972.

CITY OF MESQUITE, TEXAS

By George Boyde
George Boyde, Mayor

ATTEST:

Norma G. McGaughey
Norma G. McGaughey
City Secretary

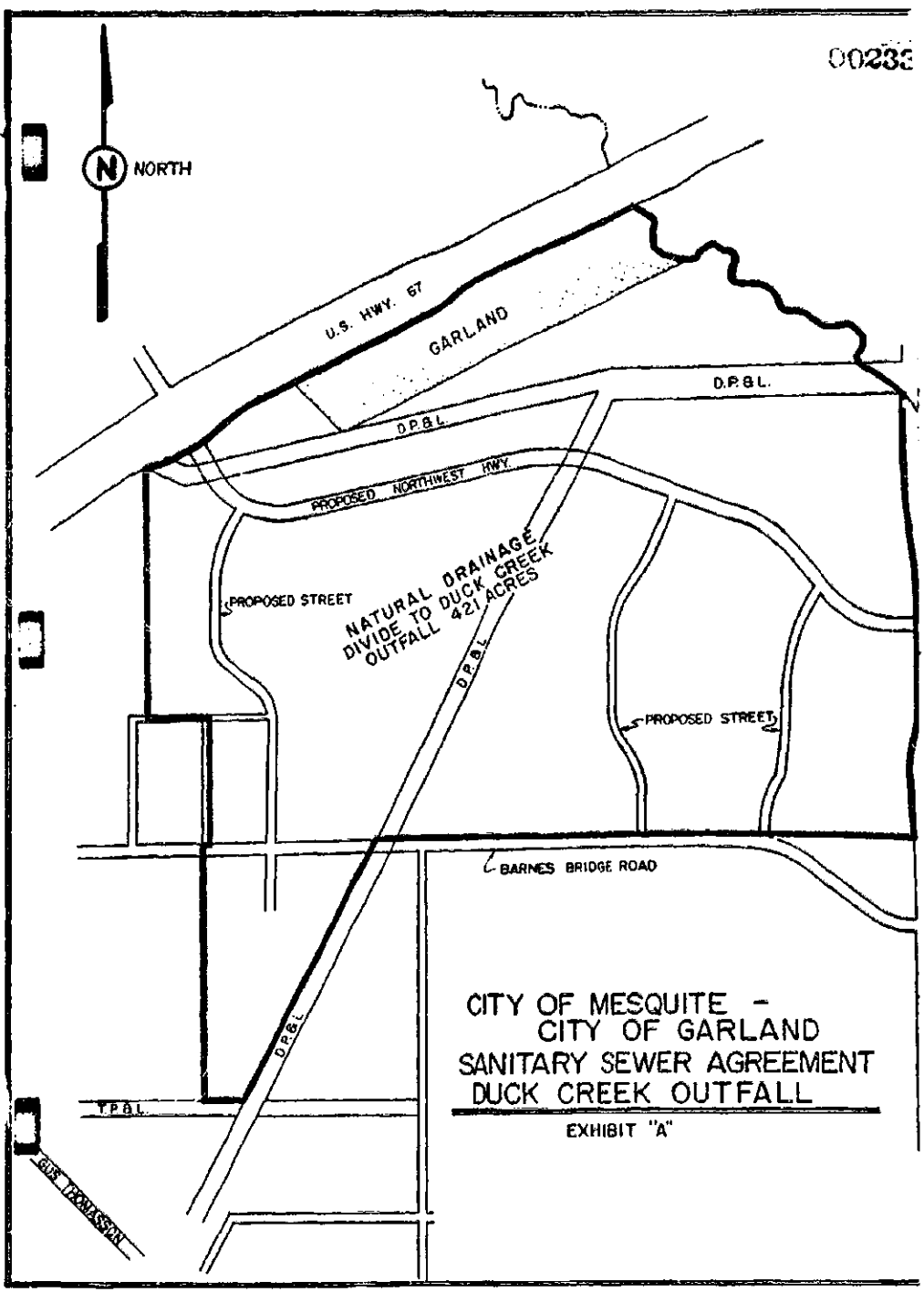
CITY OF GARLAND, TEXAS

By _____
Don Raines, Mayor

ATTEST:

Aleta Watson
City Secretary

00233



U.S. HWY. 67
GARLAND

D.P.B.L.

D.P.B.L.

PROPOSED NORTHWEST HWY

PROPOSED STREET

NATURAL DRAINAGE
DIVIDE TO DUCK CREEK
OUTFALL
421 ACRES

D.P.B.L.

PROPOSED STREET

BARNES BRIDGE ROAD

CITY OF MESQUITE -
CITY OF GARLAND
SANITARY SEWER AGREEMENT
DUCK CREEK OUTFALL

EXHIBIT "A"

T.P.B.L.

DR. TOMASSEN