

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE WATER SUPPLY CONTRACT BETWEEN THE CITY OF ABILENE AND HAWLEY WATER SUPPLY CORPORATION.

WHEREAS, the City has heretofore entered into a water supply agreement in April, 1966, and amended in July, 1966, and April, 1977, and September, 1990; and,

WHEREAS, the Hawley Water Supply Corporation has requested an amendment to the Water Supply Contract attached hereto and made a part hereof for all purposes in order that it may serve more customers; and,

WHEREAS, the City Council of the City of Abilene is of the opinion that the terms of the amendment are fair and should be entered into between the City of Abilene and the Hawley Water Supply Corporation; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS;

PART 1. That the attached contract amendment for supplying water be, and the same is hereby approved.

PART 2. That the Mayor be, and is hereby, authorized to sign said contract on behalf of the City of Abilene.

PART 3. That this resolution shall then take effect immediately from and after its passage.

ADOPTED this 26 day of September, A.D., 1991.

ATTEST:

  
CITY SECRETARY

  
MAYOR

APPROVED:

  
CITY ATTORNEY

The demand charge amount shall be waived on a monthly basis for each month a water conservation stage is in effect during the water year.

If there is a change in Abilene's Drought Contingency Plan, written notice of such change shall be mailed to Purchaser and FmHA.

IN WITNESS WHEREOF, the parties here acting under the authority of their respective governing bodies have caused this agreement to be duly executed on the day and year as first above written.

CITY OF ABILENE, TEXAS

HAWLEY WATER SUPPLY CORPORATION

Business Address:  
c/o Director of Water Utilities  
P. O. Box 60  
Abilene, Texas 79604

Business Address:  
c/o President  
P. O. Box 296  
Hawley, Texas 79525

By: [Signature]  
Mayor

By: [Signature]  
President Alvin W. Robertson

ATTEST:

ATTEST:

[Signature]  
City Secretary

[Signature]  
Secretary of Corporation

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]  
City Attorney

\_\_\_\_\_  
Attorney for Corporation

This Contract is approved on behalf of the FmHA this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

WATER SUPPLY CONTRACT AMENDMENT

THE STATE OF TEXAS}

COUNTY OF TAYLOR }

WHEREAS, City of Abilene and the Hawley Water Supply Corporation have heretofore on the 7th day of April, 1966, entered into a water supply contract which obligated the City to supply a specified amount of water to the Hawley Water Supply Corporation; and,

WHEREAS, said contract was amended by agreement entered into on the 28th day of July, 1966, and the 28th day of April, 1977; and the 27th day of September, 1990; and,

WHEREAS, Corporation desires to acquire an additional metering point and water supply at an area north of the City of Abilene along the road commonly known as Brick Street; and,

WHEREAS, City of Abilene and the Hawley Water Supply Corporation desire that the original water supply contract be amended to provide for the water service to the area above described; now, therefore,

This contract made and entered into on this 26 day of September, A.D., 1991, by and between the City of Abilene, a municipal corporation, situated in Taylor and Jones Counties, Texas, henceforth referred to as "CITY" and acting by and through its Mayor, having been duly authorized to act by the City Council of the City of Abilene, and the Hawley Water Supply Corporation, a corporation organized under Article 1434, V.A.T.S., henceforth referred to as "CORPORATION", acting by and through its President, authorized to so act by the Board of Directors of the Corporation.

The "Maximum Daily amount" of water that Abilene's system is capable of delivering to Corporation at "Delivery Point No. 1" located near Highway 277 and City Limits is 450 gallons per minute; at "Delivery Point No. 2" located near Highway 277 and Delk Road and City Limits is 200 gallons per minute; at "Delivery Point No. 3" located near FM 2404 and City Limits is 200 gallons per minute; at "Delivery Point No. 4" located at FM 600 and Highway 1082 is 300 gallons per minute; at "Delivery Point No. 5" located near the northeast corner of Lake Fort Phantom Hill is 50 gallons per minute; at "Delivery Point No. 6" located near FM 3034 and Nugent Road is 100 gallons per minute, and at "Delivery Point No. 7" located near City Limits and Brick Street is 400 gallons per minute. Abilene is not required to deliver any more water to Corporation than the maximum daily amount at each delivery point(s).

Abilene will use its best efforts to remain in a position to furnish water sufficient for the reasonable demands of Corporation but Abilene's obligation under this Contract shall be dependent on the amount of water available to Abilene from its own source of supply.

If unavoidable distribution problems arise, Abilene reserves the right to further limit Corporation's quantity of water to be taken on an hourly, daily, and/or monthly basis as Abilene determines necessary to preserve adequate water for both parties.

In the event a water conservation state is in effect under the Drought Contingency Plan, and as a result of such water conservation, the Purchaser uses less water than the Contract amount, then the demand charge shall be modified as follows:

WITNESSETH:

For and in consideration of One Dollar (\$1.00) and the mutual benefits hereinafter stated, the City and the Corporation made the following amendments and additions to that certain water supply contract dated April 7, 1966, and that certain water supply contract amendment dated July 28, 1966, and that certain water supply contract amendment dated April 28, 1977, and that certain water supply contract amendment dated September 27, 1990, by and between the parties above indicated, which amendments and additions are as follows:

That Section II of the above described contract shall be amended to read as follows:

II. Quantity and Demand

That the City agrees to sell and deliver at the delivery point hereinafter specified and the Corporation agrees to purchase and take at said delivery point up to one hundred million (100,000,000) gallons of water per water year.

Corporation represents that its estimated quantity of water will be 100,000,000 gallons per year which shall be known as the "Base Contract Amount". Corporation agrees that Abilene's capability to provide increases of water in quantity is subject to available supply and deliverability, as determined by Abilene's agent.

"Demand" means the quantity of water used by Corporation within a water year.

"Water Year" means the year beginning January 1 and ending December 31.

"Base Contract Amount" means any water year demand that equals or exceeds 100,000,000 gallons.

WATER SUPPLY CONTRACT AMENDMENT

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CITY OF ABILENE, TEXAS

HAWLEY WATER SUPPLY CORPORATION

Business Address:  
c/o Director of Water Utilities  
P. O. Box 60  
Abilene, Texas 79604

Business Address:  
c/o President  
P. O. Box 296  
Hawley, Texas 79525

By: [Signature]  
Mayor

By: [Signature]  
President Alvin W. Robertson

ATTEST:

ATTEST:

[Signature]  
City Secretary

[Signature]  
Secretary of Corporation

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]  
City Attorney

\_\_\_\_\_  
Attorney for Corporation

This Contract is approved on behalf of the FmHA this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_