

RESOLUTION NO. 184-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE THIRD AMENDMENT TO WATER SUPPLY FACILITIES AND SERVICES CONTRACT WITH THE COLORADO RIVER MUNICIPAL WATER DISTRICT.

WHEREAS, there exists the West Central Texas Municipal Water Supply Facilities and Services Contract, dated September 1, 1985, as amended September 30, 1995 and March 25, 2004 (collectively, the "Contract") between the Colorado River Municipal Water District (CRMWD) and the City of Abilene (the "City"), as successor to the West Central Texas Municipal Water District (WCTMWD); and

WHEREAS, the Contract Amendment of March 25, 2004 inserted a new Section 18. Purpose and Place of Use that stipulated that the City may provide raw water as an emergency supply to the Cities of Ballinger and Winters and their outside treated water customers in Runnels County; and

WHEREAS, on November 1st, 2018 the Abilene City Council authorized the Abilene City Manager to execute the Second Amendment to Water Supply Agreement Between the City of Abilene, Texas and the City of Ballinger, Texas which provides that Abilene agrees to sell to Ballinger raw water from Abilene's water supplies pursuant to the Ivie Contract, contingent upon approval by CRMWD; and

WHEREAS, the Third Amendment to Water Supply Facilities and Services Contract between CRMWD and Abilene replaces Section 18 with similar language but does not include the word "emergency", thus allowing Abilene to provide raw water taken from Lake Ivie to supply the Cities of Ballinger and Winters and their water customers in Runnel County; and

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

SECTION 1. That, for and on behalf of the City of Abilene, Texas, the City Manager is hereby authorized and directed to date, sign, deliver, and otherwise execute, and the City Secretary is hereby authorized and directed to sign, attest, and seal, the Third Amendment to Water Supply Facilities and Services Contract (the "Third Amendment") in substantially the form and substance attached to this Resolution and made a part hereof for all purposes.


SECTION 2. That, upon its execution by the parties thereto, the Third Amendment shall be binding upon the City in accordance with its terms and provisions.

SECTION 3. That this Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved; and all resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent such conflict, and all such resolutions, and any contracts or agreements authorized thereby, shall be of no further force or effect upon execution of the Third Amendment to the extent of any such conflict.

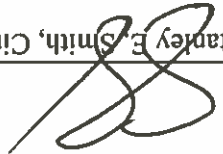
ADOPTED this 15th day of November 2018.

ATTEST:


Rosa Rios, City Secretary


Anthony Williams, Mayor

APPROVED:


Stanley E. Smith, City Attorney



THE STATE OF TEXAS
 COUNTY OF HOWARD
 WATER SUPPLY FACILITIES
 AND SERVICES CONTRACT
 THIRD AMENDMENT TO

This Third Amendment to the West Central Texas Municipal Water District Water Supply Facilities and Services Contract, dated as of September 1, 1983, as amended by a Contract Amendment to Raw Water Supply Facilities and Services Contract, dated as of September 30, 1993, and an Amendment to Raw Water Supply Contract, dated as of March 23, 2004 (collectively, the "Contract") between the COLORADO RIVER MUNICIPAL WATER DISTRICT (the "District"), a political subdivision of the State of Texas, having offices in Howard County, Texas and the CITY OF ABILENE, TEXAS (the "City"), a home rule city under the Constitution and laws of the State of Texas, as successor to WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT ("West Central") made and entered into this 15TH day of NOVEMBER, 2018, WITNESSETH:

WHEREAS, the District is a political subdivision of the State of Texas, being a conservation and reclamation district created and functioning pursuant to Chapter 340, A of the Regional Session of the 51st Legislature, 1949, as amended, pursuant to Article 16, Section 59, of the Texas Constitution;

WHEREAS, the District owns and operates water supply facilities including O.H. Weir, J.B. Thomas, and E.V. Spicer Reservoirs and is authorized under the provisions of Permit No. 3866, as amended, and Certificate of Adjudication Nos. 14-102 and 14-108, as amended, issued by the Texas Commission on Environmental Quality or its predecessor agencies, to appropriate public waters of the State of Texas;

WHEREAS, the District and West Central entered into the Contract for the supply by District to West Central of raw, untreated water from Iye Reservoir;

WHEREAS, the District and West Central entered into the Contract, West Central and the City entered into a contract ("Abilene Contract") whereby West Central undertook to furnish and supply the City with all water diverted by West Central from Iye Reservoir pursuant to the Contract; and WHEREAS, pursuant to an Assignment of Water Supply Facilities and Services Contract and Termination of West Central Texas Municipal Water District - City of Abilene, Texas Water Contract, dated as of September 15, 2016, all of the right, title and interests of West Central in and to the Contract were assigned to the City and the Abilene Contract was terminated.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits described in the Agreement, the District and the City agree to amend the Contract by substituting the following for Section 18 of the Contract:

SECTION 18. PURPOSE AND PLACE OF USE.

The City shall use raw water purchased from the District under this Contract for municipal purposes only and within the area served by the City's municipal water system and for water supply to the Cities of Ballinger and Winters and their outside treated water customers in Runnels County, which area is shown by the vicinity map attached as Exhibit I to this Contract.

The District shall notify the City in writing of the total amount of water diverted from the Iye Reservoir on a monthly basis. The City, within twenty (20) days from receipt of notification, will report to the District in writing that portion of the total which was diverted and used in the Brazos River Basin and that portion of the total which was diverted and used in the Colorado River Basin.

COLORADO RIVER MUNICIPAL WATER DISTRICT

Fred M. (Mickey) Jemel, President

ATTEST:

CIT Taylor, Secretary-Treasurer

CITY OF ABILENE, TEXAS

Robert Hanna, City Manager

ATTEST:

Rosa Rice, City Secretary