

STATE OF TEXAS §
COUNTY OF HIDALGO §

**SANITARY SEWER SERVICE AGREEMENT
(OUTSIDE CITY LIMITS)**

This Agreement is made on this the **1st** day of **June, 2023** ("Effective Date"), and between the City of Mission ("Mission"), and Lone Star Citrus Growers ("Company"), as follows:

WHEREAS, Mission is a home rule municipality located in Hidalgo County, Texas, and owns and operates a municipal sanitary sewer system;

WHEREAS, Company is a business outside city limits, however located within the CCN boundaries of the City of Mission;

WHEREAS, Company desires to utilize the sewer system for the disposal of industrial wastewater;

WHEREAS, Mission has agreed to allow company said use of the sewer system at those rates and terms previously determined to be in the city's best interest, and further described herein;

WHEREAS, this agreement is in accordance with Local Government Code Chapter 552, City of Mission Charter, and Code of Ordinances Article II – Rates and Charges and Article III – Industrial Waste Discharges, and any amendments thereto, whereby the city may contract for sewer service with any person outside of the city limits;

IN CONSIDERATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Responsibilities:

Mission

The City of Mission agrees to furnish sanitary sewer services to Company for the purpose of industrial wastewater disposal, as set forth herein. The service shall be provided by permitting Company to dispose industrial wastewater directly to the city's industrial wastewater pretreatment plant located at 906 S Conway Ave., Mission Texas 78572. The amount of disposal shall be measured according to meter readings conducted by Mission at the time of disposal.

Company

Company agrees to pay Mission such sanitary sewer charges, rates and fees as are established by Mission pursuant to the Mission Code of Ordinances and in accordance with Texas law. Upon receipt of monthly statement of usage and charges, Company shall immediately make payment for such amount due and owing, and in no event later than 5 business days after receipt. Company further agrees to pay all connection fees and other fees deemed necessary by Mission for the maintenance and supervision of the disposal of wastewater at the point of connection.

Company, or hired transporter, shall provide manifests that are complete, legible and accurately reflect the amount and type of wastewater to be disposed. Company will certify that each load is compliant with all local, state and federal laws.

Company agrees to deliver all truck shipments Monday through Friday between the operating hours of 7:30AM to 3:00PM only.

In the event of spillage of any waste at the time of disposal, Company will immediately notify Mission. Company, at its own expense, shall immediately take all corrective actions required by State, Federal and local laws so that the spill will not present a public health or environmental hazard. If Company fails to take immediate corrective action as required herein, Mission shall have the right to abate all spillage caused by Company and Company shall be liable to the city for all costs incurred by Mission.

Company agrees to comply with all other requirements as set out by Texas law and City of Mission Code of Ordinances Article II – Rates and Charges and Article III – Industrial Waste Discharges, and any subsequent amendments thereto. Such compliance includes, but is not limited to, allowing Mission to randomly sample and test the wastewater, either at the location source or at time of disposal. Such tests and sampling shall be according to customarily accepted methods, as requested by Mission.

Company shall also be required to supply monthly lab results indicating the levels of BOD and TSS found within the wastewater to be disposed pursuant to this agreement. A random grab water sample will be collected from the wastewater stream at the disposal site. The contract laboratory selected by the Company for BOD and TSS testing must be approved by City of Mission. Company agrees to pay all associated sampling fees directly to the contract laboratory. The City reserves the right to collect water quality samples of any and all deliveries and complete testing at the Mission Wastewater Plant Laboratory.

2. Rates and Fees:

Company agrees that the wastewater to be disposed pursuant to this agreement shall be classified as industrial. Company shall pay those rates as calculated pursuant to Article

II – Rates and Charges and in conjunction with Article III - Industrial Waste Discharges Section 114-108 – Schedule of Charges, and any subsequent amendments thereto. Company agrees that while its operations are located outside city limits, it will pay **one and a half (1½) times the amount of the water and sewer rates of industrial customers**, with the current rates being:

Fixed fee: \$17.25 per month (\$11.50 * 1.5);

Variable fee: \$4.77 per 1,000 gallons (\$3.18 * 1.5);

Other Associated Fees: \$ 180 per truckload/trip to wastewater plant; *(Other associated fees include employee time, equipment and other charges necessary for the performance of this agreement)*

Surcharge:

Industrial waste charges shall be calculated by the following formula:

When a user of the city's sanitary sewer system is allowed to discharge an effluent, which exceeds 250 mg/l for either or both of BOD or TSS the user shall pay a surcharge calculated as follows, in addition to the normal sewer rate:

$$\text{Surcharge} = C \times 8.34 \times (\text{BOD}_{5\text{avg}} - 250) \times 0.000060 + C \times 8.34 \times (\text{SS}_{\text{avg}} - 250) \times 0.000022$$

Surcharge = additional monthly charge to customer exceeding standard plant influent quality

C	=	billing period metered water consumption in thousands of gallons
BOD_{avg}	=	Average daily BOD for billing period in mg/l.
SS_{avg}	=	Average daily total suspended solids for billing period in mg/l.

The city engineer or other designated representative shall make arrangements with each industrial user for testing of BOD₅ and TSS.

Company further agrees to pay those operation and maintenance costs including salaries

and wages, power costs, costs of chemicals and supplies, proper allowances for maintenance, depreciation, overload, equipment and office expenses deemed necessary for completion of this agreement.

3. Term:

The initial term of this agreement shall be for a period of twelve (12) months commencing upon the Effective Date hereof; provided however, that Mission shall have the right and option to extend the term hereof up to one (1) additional twelve (12) month period by giving written notice to the Company of Mission's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

4. Termination:

Company's failure to comply with this agreement or Texas law or other City Code of Ordinances, will result in immediate termination of this agreement. Further, Mission and Company agree that Mission may at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this agreement, terminate the work and or services under this agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to the Company with the understanding that all work and services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by Mission.

Mission further reserves its right to disconnect or refuse connection to service, pursuant to section 114-113 of the Mission Code of Ordinances.

5. No Waiver. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

6. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein.

7. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

8. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have

been theretofore specified by written notice delivered in accordance herewith:

If to Mission: City of Mission
 Attn: City Manager
 1201 E. 8th Street
 Mission, Texas 78572

If to Lonestar: Lone Star Citrus Growers
 Attn: President
 9625 N Moorefield Rd
 Mission, Texas 78574

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. *Additional Documents.* The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

10. *Successors.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11. *Assignment.* This Agreement shall not be assignable.

12. *Headings.* The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

13. *Gender and Number.* All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. *Governmental Purpose.* Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MISSION

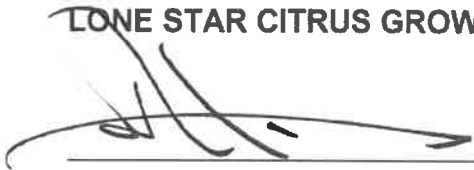
Date: 6/13/23



Randy Perez, City Manager

LONE STAR CITRUS GROWERS

Date: 6/05/2023



_____, President