

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
CITY OF BRIDGEPORT, TEXAS AND WISE COUNTY, TEXAS

This Memorandum of Understanding ("MOU") is executed as of this the 22<sup>nd</sup> day of March, 2011 by and between Wise County ("County"), a governmental entity and political subdivision of the state of Texas, and City of Bridgeport, Texas (the "City"), a governmental entity and political subdivision of the state of Texas, acting by and through their duly authorized representatives. The City and County jointly may be referred to in this MOU as "Parties."

WHEREAS, the County has entered into an agreement with Weatherford College to construct a new branch college campus (Branch Campus Project) located northeast of the intersection of Farm to Market Road 1655 and U. S. Highway 380 in Wise County, Texas, conditioned upon, and subject to, the issuance, sale and delivery by the County of certain lease revenue bonds; and

WHEREAS, the County has requested for the City to accept proposed infrastructure improvements and provide sanitary sewer service for the Branch Campus Project.

NOW, THEREFORE the City and the County agree as follows:

1. The County will finance the design, bidding, and construction of a 0.1 million gallons per day sanitary sewer lift station on the Branch Campus Project site and approximately 7,400 linear feet of sanitary sewer force main and 6,600 linear feet of sanitary sewer gravity main ("System Improvements") to connect to the City's sanitary sewer system at, or near, the intersection of U.S. 380 and County Road 1304. The City shall review and approve such design and construction plans.
2. The lift station wet well will be designed for the projected ultimate development of the Branch Campus Project with the pumps to be designed for the projected initial demand. The County shall pay for any future increased pump capacity required due to ultimate buildout of the campus.
3. The Parties will cooperate in the preparation of a pro-rata ordinance and agreement to be executed by both Parties which shall entitle the County to receive reimbursement for the System Improvements from owner(s) of land connecting to the System Improvements, for the privilege of connection and extension of sanitary sewer service in accordance with City Ordinance No. 09-76 (Article 13.900).
4. The City will own and operate the System Improvements, upon completion of construction and acceptance by the City's inspector.
5. Such acceptance by the City will occur in conjunction with Final Acceptance of the System Improvements provided that surety for maintenance is secured and made payable to the City in an amount equal to one hundred percent (100%) of the cost of construction of the System Improvements for a period of two (2) years.
6. The County, at the time of execution of the pro-rata agreement, will pay the City two and one-half percent (2.5%) of the opinion of probable construction cost of the lift station and

sanitary sewer lines to serve the Branch Campus Project for inspection and plan review services.

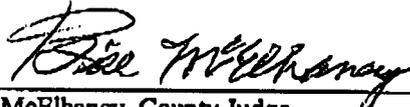
7. Upon acceptance of the System Improvements by the City, the County, except as provided below, will pay the City a base monthly sanitary sewer service rate of \$69.05 in accordance with City Ordinance No. 09-35 (Article 9.500, Code Reference: Chapter 13, Article 13.300, Section 13.302). The County will also pay a usage rate that shall be determined in the definitive contract mentioned below. Notwithstanding the foregoing, the Parties acknowledge and agree that the County may require any lessee of the Branch Campus Project to pay the monthly sanitary sewer service fees, usage rates, and charges as agreed upon by the City and the County, and, in such event, the City shall invoice the County's lessees directly for such fees.

The Parties agree that this MOU only sets forth the current understanding of the Parties and does not create a binding and enforceable contract between the Parties with regard to the collaboration contemplated herein and no contract shall be deemed to exist unless the Parties execute and deliver a definitive contract and such contract becomes effective in accordance with its terms. Furthermore, the obligations contemplated by this MOU shall be conditioned upon, and subject to, the issuance, sale and delivery by the County of certain lease revenue bonds related to the Branch Campus Project.

The Parties have executed this MOU by their officers as duly authorized on the dates hereinafter indicated.

WISE COUNTY

APPROVED by the Wise County Commissioner's Court, Wise County, Texas, in its meeting held on the 16<sup>th</sup> day of MARCH, 2011 and executed by its authorized representative.



Bill McElhaney, County Judge

CITY OF BRIDGEPORT, TEXAS

APPROVED by the City of Bridgeport, Texas City Council, in its meeting held on the 22<sup>nd</sup> day of March, 2011 and executed by its authorized representative.



Keith McComis, Mayor

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