

## RESOLUTION NO. 2021-08R

A RESOLUTION OF THE BOARD OF DIRECTORS OF WYLIE NORTHEAST SPECIAL UTILITY DISTRICT OF COLLIN COUNTY, TEXAS, APPROVING A FIRST AMENDMENT TO WHOLESALE WASTEWATER COLLECTION AGREEMENT BY AND BETWEEN THE CITY OF WYLIE AND WYLIE NORTHEAST SPECIAL UTILITY DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Wylie Northeast Special Utility District (the "District") is a political subdivision of the State of Texas created under authority Section 59, Article XVI, Texas Constitution, and operating pursuant to Chapters 49 and 65 of the Texas Water Code;

WHEREAS, the City of Wylie (the "City") is a Texas home-rule municipality that owns, operates, and maintains a wastewater collection system;

WHEREAS, the District provides sanitary service to customers located inside a service area defined by Certificate of Convenience and Necessity No. 21056 issued by the Texas Commission on Environmental Quality but now under the jurisdiction of the Public Utility Commission of Texas;

WHEREAS, the District and City entered into a Wholesale Wastewater Collection Agreement dated December 1, 2017, whereby the City collects wastewater from the District for transport to a wastewater treatment plant operated by the North Texas Municipal Water District; and

WHEREAS, the District desires to expand its certificated service area and the City has agreed to the expansion as set forth in the attached First Amendment to Wholesale Wastewater Collection Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WYLIE NORTHEAST SPECIAL UTILITY DISTRICT THAT:

SECTION 1. The findings and recitations contained in the preamble of this Resolution are incorporated herein by reference.

SECTION 2. The attached First Amendment to Wholesale Wastewater Collection Agreement by and between the City and District is hereby approved, and the Board President of the District is hereby authorized to execute the agreement on behalf of the District.

SECTION 3. This Resolution shall become effective from and after its passage by the Board of Directors of the District.

PASSED and ADOPTED on the 13<sup>th</sup> day of September, 2021, by the Board of Directors of Wylie Northeast Special Utility District.



*Jimmy C Beach*  
Jimmy C. Beach, President

ATTEST:

APPROVED AS TO FORM:

*Lance Ainsworth*  
Lance Ainsworth, Secretary  
or Amanda Horst, Assistant Secretary

*James W. Wilson*  
James W. Wilson, Attorney

## FIRST AMENDMENT TO WHOLESALE WASTEWATER COLLECTION AGREEMENT

This First Amendment to Wholesale Wastewater Collection Agreement (this "First Amendment") is executed by and between the City of Wylie, Texas (the "City") and Wylie Northeast Special Utility District ("Wylie SUD") as of the \_\_\_ day of \_\_\_\_\_, 2021. The City and Wylie SUD may be individually referred to herein as a "Party" and collectively as the "Parties".

### RECITALS:

WHEREAS, the Parties entered into that a Wholesale Wastewater Collection Agreement dated December 1, 2017, which is incorporated herein by reference for all purposes (the "Original Agreement" and together with this First Amendment, the "Agreement"); and

WHEREAS, Wylie SUD has asked the City to agree to enlarge the SUD Service Area to include the area shown in pink and labeled "Proposed Addition to Sewer CCN" in Exhibit B-1, attached hereto and incorporated herein by reference for all purposes, and the City has agreed under the terms and conditions of this First Amendment; and

WHEREAS, the Parties desire to amend the Original Agreement as set forth in this First Amendment and to otherwise agree as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and Wylie SUD hereby contract and agree as follows:

1. Amendment to Original Agreement, Exhibit B (SUD Service Area). Exhibit B (SUD Service Area) to the Original Agreement is hereby removed and replaced with Exhibit B-1 (Amended SUD Service Area), attached hereto and incorporated herein by reference for all purposes. The Parties agree that the areas shown in pink and red in Exhibit B-1 shall be the SUD Service Area as of the effective date of this First Amendment.
2. Defined Terms. Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Original Agreement.
3. Ratification. The Parties hereby ratify and confirm all of the terms, provisions, covenants, and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this First Amendment.
4. Controlling Agreement. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provisions contained in the Original Agreement.

5. Entire Agreement/First Amendment. This First Amendment and the Original Agreement contain the entire agreement of the Parties with respect to the matters contained herein. This First Amendment may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.
  
6. Authority to Execute. The individuals executing this First Amendment on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this First Amendment to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this First Amendment in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this First Amendment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.
  
7. Counterparts. This First Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one First Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]*

**THIS FIRST AMENDMENT REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE** in a Regular Meeting on the \_\_\_\_ day of \_\_\_\_\_, 2021, with authorization for the City Manager to execute the Agreement on behalf of the City of Wylie.

**CITY OF WYLIE, TEXAS,**  
a Texas home rule municipality

By: \_\_\_\_\_  
Chris Holsted, City Manager

ATTEST:

\_\_\_\_\_  
Stephanie Storm, City Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared **CHRIS HOLSTED**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act of the **CITY OF WYLIE, TEXAS**, a Texas home-rule municipality, as its City Manager, for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, Collin County, Texas

**THIS FIRST AMENDMENT REVIEWED AND APPROVED BY THE BOARD OF DIRECTORS OF THE WYLIE NORTHEAST SPECIAL UTILITY DISTRICT** in a Regular Meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, with authorization for the President and Board Secretary to execute the Agreement on behalf of the Wylie Northeast Special Utility District.

**WYLIE NORTHEAST SPECIAL UTILITY DISTRICT,**  
a Texas political subdivision

By: \_\_\_\_\_  
Jimmy C. Beach, President

ATTEST:

\_\_\_\_\_  
Lance Ainsworth, Secretary

STATE OF TEXAS     §  
  §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned Notary Public, on this day personally appeared **JIMMY C. BEACH**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act of the **WYLIE NORTHEAST SPECIAL UTILITY DISTRICT**, a Texas political subdivision, as its President, for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, Collin County, Texas

Exhibit B-1

