

**FIRST AMENDMENT TO**  
**INTERLOCAL AGREEMENT REGARDING WASTEWATER INTERCONNECT AND**  
**TEMPORARY WHOLESALE WASTEWATER SERVICE**

This **FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING WASTEWATER INTERCONNECT AND TEMPORARY WHOLESALE WASTEWATER SERVICE** (this “*Agreement*”) is entered into effective as of June 30, 2023 (the “*Effective Date*”) between **THE CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “*City*” or “*Manor*”), and **WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 2**, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code, in its capacity as the “*Master District*” (herein so called) under the Amended and Restated Contract for Financing and Operation of Regional Waste Collection, Treatment and Disposal Facilities; Regional Water Supply and Delivery Facilities; and Regional Drainage, Including Water Quality, Facilities dated March 6, 2003 (the “*Master District Contract*”).

**RECITALS**

**WHEREAS**, the City and the Master District previously entered into an Interlocal Agreement Regarding Wastewater Interconnect and Temporary Wholesale Wastewater Service dated effective June 3, 2020 (the “*Interlocal Agreement*”), pursuant to which the Master District installed an Interconnect between the City’s Wilbarger wastewater treatment system (Wilbarger) and the wastewater systems serving the Participant Districts (as defined in the Interlocal Agreement) through which the City can provide wholesale wastewater service to the Master District for the benefit of the Participant Districts on a temporary basis pending completion of the MUD WWTP Expansion (as defined in the Interlocal Agreement); and

**WHEREAS**, the 2020 temporary service arrangement with Manor supplements wastewater service operations the Master District provides through its facilities; and

**WHEREAS**, at times during the temporary arrangement the flows from the Master District have exceeded the limits in the Interlocal Agreement; and

**WHEREAS**, the Interlocal Agreement provides that, unless extended by mutual agreement, the term of the Interlocal Agreement will continue in effect until the MUD WWTP Expansion is complete and placed in to service or June 30, 2023, whichever first occurs; and

**WHEREAS**, because completion of the MUD WWTP Expansion has been delayed due to supply chain issues affecting the delivery and availability of equipment and materials, the City and the Master District desire to extend the term of the Interlocal Agreement for three months at reduced flow rates for such extended term (“*Extended Term*”); and

**WHEREAS**, the City may impose a surcharge for flow rate exceedances and other violations which occur during the term of the 2020 Interlocal Agreement and the City can also impose a surcharge for exceedances and violations which occur during the Extended Term; and

**WHEREAS**, the user rates and surcharge applicable during the Extended Term have been adjusted upward; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Master District amend the Interlocal Agreement as follows:

## **AGREEMENT**

**Section 1.** Term. Reference to June 30, 2023 in Section 8 of the Interlocal Agreement is hereby extended to September 30, 2023 (the period of time beginning on July 1, 2023 and ending on September 30, 2023”).

**Section 2.** Maximum Level. During the Extended Term, the Maximum Level under Section 3 of the Interlocal Agreement will be reduced to an amount not to exceed a monthly average of 0.15 MGD at a two-hour peak flow rate not to exceed 208 gallons per minute.

**Section 3.** Wholesale Wastewater Rate. During the Extended Term, the wastewater rate of \$8.80/1,000 gallons for residential living unit equivalents (“LUEs”) and \$12.00/1,000 gallons for commercial LUEs shall apply.

**Section 4.** Surcharge. During the Extended Term, the City may impose a monthly wastewater surcharge equal to 50 % of the monthly wholesale bill to the Master District for as long as the Master District remains out of compliance with the Industrial Wastewater Regulations as provided in Section 2 of the Interlocal Agreement, or if the Master District exceeds the Maximum Level set forth in Section 2 above.

**Section 5.** Effect of Amendment. Except as specifically provided in this Amendment, the terms of the 2020 Interlocal Agreement continue to govern the rights and obligations of the parties and remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Interlocal Agreement, this Amendment will control.

**Section 6.** Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

\* \* \*

**IN WITNESS** whereof, the parties hereto have executed this Agreement in multiple originals, each of equal dignity, effective as of the date set forth above.

[signature pages follow]

**COUNTERPART SIGNATURE PAGE TO**  
**FIRST AMENDMENT TO**  
**INTERLOCAL AGREEMENT REGARDING WASTEWATER INTERCONNECT AND**  
**TEMPORARY WHOLESALE WASTEWATER SERVICE**

**CITY:**

**THE CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

**COUNTERPART SIGNATURE PAGE TO**

**FIRST AMENDMENT TO  
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**MASTER DISTRICT:**

**WILBARGER CREEK MUNICIPAL UTILITY  
DISTRICT NO. 2**

By: \_\_\_\_\_  
James A. Baker, President  
Board of Directors