

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:

Brenda Kellow, 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

