



## **Filing Receipt**

**Filing Date - 2023-10-26 11:45:43 AM**

**Control Number - 51986**

**Item Number - 18**

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

**CITY OF FATE**

**FIRST AMENDMENT TO AMENDED AND RESTATED  
POTABLE WATER SUPPLY CONTRACT**

THE STATE OF TEXAS                   §  
  §  
THE COUNTY OF COLLIN               §

THIS FIRST AMENDMENT (the “First Amendment”) made and entered into as of this the 28<sup>th</sup> \_\_\_\_\_ day of September, 2023, by and between the North Texas Municipal Water District, hereinafter called “NTMWD”, a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, and City of Fate, hereinafter called “Customer.” NTMWD and Customer are each referred to herein as “party” and jointly referred to as “parties” in this Contract.

**W I T N E S S E T H :**

WHEREAS, NTMWD and Customer are authorized to enter into this First Amendment pursuant to Chapter 62, Acts of the 52<sup>nd</sup> Legislature, 1951 (Article 8280-141, Vernon’s Texas Civil Statutes), Chapter 791 of the Texas Government Code, (the “Interlocal Cooperation Act”) and other applicable laws;

WHEREAS, on 27 April, 2023, NTMWD and Customer entered into that certain Amended and Restated Potable Water Supply Contract, wherein NTMWD agreed to provide, and Customer agreed to pay for, potable water service (the “Contract”);

WHEREAS, Section 8(a) of the Contract provides the method for calculating the Annual Minimum, as such term is defined therein, for each ensuing year;

WHEREAS, the method for calculating the Annual Minimum in Section 8(a) of the Contract is misstated and the parties by this First Amendment seek to correct such misstatement;

WHEREAS, the parties mutually agree to modify the Contract to correct the misstatement in Section 8(a);

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## REVISED PROVISION OF THE CONTRACT

Section 8(a) of the Contract is hereby deleted in its entirety, and the following substituted in lieu thereof:

(a) Customer will compensate NTMWD at the current water rate established for Customer Entities by the Board of Directors of NTMWD ("Water Rate"), as such Water Rate may be changed from time to time, for an Annual Minimum of 920,331,000 gallons of water (a daily average of 2,521,455 gallons per day), regardless of whether said quantity is actually taken by Customer, and any water delivered in excess of the amount allowed for the Annual Minimum will also be purchased at the Water Rate. The Board of Directors of NTMWD shall have exclusive authority to establish the Water Rate. The Annual Minimum Customer will be required to purchase at the above Water Rate, or such other Water Rate as may be from time to time determined by NTMWD, shall be calculated annually for each ensuing year and such minimum amount shall not be less than the value as calculated by using the same methodology as applied to the Member Cities; provided however, Customer cannot take more than 1,495,000,000 gallons per year as provided in Section 2 of this Contract, and Customer shall pay the Water Rate for any water taken in excess of the Annual Minimum.

Other than as specifically modified herein, the Contract remains in full force and effect and is ratified, renewed, and confirmed by the parties.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this First Amendment to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this First Amendment.

*(Signatures on following pages.)*

City of Fate.

By: [Signature]  
David Billings, Mayor

September 18, 2023  
Date

ATTEST:

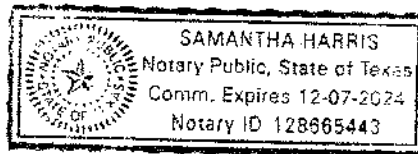
[Signature]  
Vickey Raduechel, City Secretary

STATE OF TEXAS §  
  §  
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on this 18 day of September, 2023, by David Billings, Mayor of Fate, a political subdivision of the State of Texas, on behalf of said political subdivision.

[Signature]  
Notary Public, State of Texas  
Printed Name of Notary: Samantha Harris

My Commission Expires: 12/07/2024



NORTH TEXAS MUNICIPAL WATER DISTRICT

By: *Richard Peasley*  
Richard Peasley, President

Date 28 Sept 23

ATTEST:

*David Hollifield*  
David Hollifield, Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on this 28th day of September, 2023, by Richard Peasley, President of the Board of Directors of North Texas Municipal Water District, a conservation and reclamation district and political subdivision of the State of Texas, on behalf of said conservation and reclamation district.

*Stephanie Kay Steelman*  
Notary Public, State of Texas  
Printed Name of Notary:

Stephanie Kay Steelman  
My Commission Expires: 04.25.2027

