



## **Filing Receipt**

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**Control Number - 51986**

**Item Number - 24**

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

**CITY OF CRANDALL  
SECOND AMENDMENT TO THE POTABLE WATER SUPPLY CONTRACT**

THE STATE OF TEXAS       §  
  §  
THE COUNTY OF COLLIN   §

THIS AMENDMENT (the "Second Amendment") made and entered into as of this the 23 day of May 2024, 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 the City of Crandall, hereinafter called "Customer." NTMWD and Customer are each referred to herein as "Party" and jointly referred to as "Parties" in this Second Amendment.

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

WHEREAS, NTMWD and Customer are authorized to enter into this Second 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, NTMWD and Customer previously entered into the Potable Water Supply Contract dated September 8, 2020 (the "Contract");

WHEREAS, the Contract required Customer to construct its new Point of Delivery within two (2) years from the Contract Date;

WHEREAS, NTMWD and Customer previously amended the Contract on June 6, 2022 to extend the time to construct its new Point of Delivery for an additional twenty-four (24) months (the "First Amendment");

WHEREAS, Customer seeks a second extension of an additional twenty-four (24) months to complete the construction of its new Point of Delivery;

WHEREAS, except as expressly modified herein, the terms and conditions of the Contract and the First Amendment are hereby incorporated by reference and made a part of this Second Amendment;

WHEREAS, capitalized terms used in this Second Amendment and not otherwise defined herein shall have the meanings assigned to them in the Contract; and

WHEREAS, the Parties wish to extend the time to complete the construction of the new Point of Delivery from the date set forth in Section 27 of the Contract as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD and Customer agree that Section 27(b) of the Contract shall be amended and modified as follows:

Section 27. SPECIAL CONDITIONS.

(b) If Customer's construction of the of metering facilities and control equipment necessary to utilize the Point of Delivery is not complete within six (6) years from the Contract Date, the provisions in this Contract related to NTMWD's provision of service through the Point of Delivery and Customer's payments for such service shall terminate and be of no further force or effect unless such deadline is extended by written approval of NTMWD.

Except as expressly modified herein, the terms and conditions of the Contract and First Amendment are hereby incorporated by reference and made a part of this Second Amendment. If any terms or conditions of this Secondment Amendment conflict with or are contrary to any terms in the Contract and First Amendment, the terms and conditions of this Secondment Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Secondment 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 Effective Date.

*(Signatures on following pages)*

**CITY OF CRANDALL**

By: \_\_\_\_\_

David Lindsey, Mayor

Date: May 20, 2024

ATTEST:

\_\_\_\_\_  
Sabina Del Bosque, City Secretary



THE STATE OF TEXAS     §  
  §  
COUNTY OF KAUFMAN   §

This instrument was acknowledged before me on this 20<sup>TH</sup> day of May 2024, by David Lindsey, Mayor of the City of Crandall, a political subdivision of the State of Texas, on behalf of the City of Crandall.

Notary Public, State of Texas  
Printed Name of Notary:

Marsha Clark

My Commission Expires: 2/10/26



**NORTH TEXAS MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_

Richard Peasley, President

Date: \_\_\_\_\_, 2024

May 23

ATTEST:

\_\_\_\_\_

David Hollifield, Secretary

THE STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on this 23 day of May, 2024, 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.

Notary Public, State of Texas

Printed Name of Notary:

Stephanie Kay Steelman

My Commission Expires: \_\_\_\_\_

4.25.2027

