

**FIRST AMENDMENT TO AMENDED AND RESTATED CONTRACT FOR  
WHOLESALE WATER SUPPLY AND WASTEWATER TREATMENT  
SERVICES AND WATER AND WASTEWATER OPERATIONAL SERVICES**

This First Amendment to Amended and Restated Contract for Wholesale Water Supply and Wastewater Treatment Services and Water and Wastewater Operations Services ("First Amendment") is entered into as of \_\_\_\_\_, 2023 between THE TOWN OF TROPHY CLUB, TEXAS, a home rule municipality located in Denton and Tarrant Counties (hereinafter "**Town**") and TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1, a conservation and reclamation District of the State of Texas in Denton and Tarrant Counties created and operating pursuant to Chapters 49 and 54 of the Texas Water Code (hereinafter "**MUD**").

**Recitals**

**WHEREAS**, Town and MUD previously entered into that Amended and Restated Contract for Wholesale Water Supply and Wastewater Treatment Services and Water and Wastewater Operations Services dated July 25, 2017 ("Contract");

**WHEREAS**, Town and MUD desire to amend the Contract to add additional property within Town territorial limits and for the MUD to provide wholesale water and wastewater services and operational services to the additional property under the Contract;

**WHEREAS**, Town and MUD also desire to amend the Contract to further define the operation, maintenance, repair and replacement of the water and wastewater infrastructure under the Contract;

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, et seq., as amended (the "Act") provides authority for governmental entities of the State of Texas to enter into interlocal contracts with each other regarding governmental functions and services as set forth in the Act; and

**WHEREAS**, each Party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying Party and each Party hereby finds and agrees that it is fairly compensated for the services or functions performed under the terms of this Contract.

**NOW, THEREFORE**, Town and MUD, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

- 1. Incorporation of Recitals.** The foregoing recitals are agreed upon and incorporated herein as a part of this First Amendment.
- 2. Addition of Town Customers.** The Property, as defined in the Contract, shall be expanded beyond that set forth in Exhibit "A" to the Contract to include any future Town Customers added after the effective date of this First Amendment that are within the Town corporate limits and outside MUD boundaries. New Town Customers will be provided wholesale water and wastewater services and

operational services under the Contract pursuant to Town and MUD development and service extension requirements. Town will notify MUD of the addition of Town Customers to initiate the service extension review process, including but not limited to providing mapping and information on service extension locations, points of connection, total number of proposed lots and service demands. New Town Customers added pursuant to this First Amendment shall be billed in accordance with that Interlocal Agreement for Utility Billing Services between the parties dated \_\_\_\_\_, \_\_\_\_\_, 2016.

- 3. Repair and Replacement.** Operation, maintenance, repair and replacement of the Town Water Distribution and the Town Wastewater Collection System that is required to be completed in the same manner as that for the MUD Water System and MUD Wastewater System pursuant to Section 5.2 of the Contract shall be in conformance with the American Water Works Association best practices and standards.

**4. General Terms and Conditions.**

- a. In the event of any inconsistencies between the Contract and this First Amendment, the terms of this First Amendment shall control.
- b. All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
- c. Except as expressly set forth in this First Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this First Amendment.
- d. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- e. Each of the parties represents and warrants that it has the right, power, legal capacity, and authority to enter into and perform its respective obligations under this First Amendment.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

**TOWN OF TROPHY CLUB, TEXAS**

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

Name:\_\_\_\_\_

Title: Mayor

Date:\_\_\_\_\_

ATTEST:

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

Name:\_\_\_\_\_

Title: Town Secretary

**TROPHY CLUB MUNICIPAL UTILITY  
DISTRICT NO. 1**

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

Name:\_\_\_\_\_

Title: Board President

Date:\_\_\_\_\_

ATTEST:

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

Name:\_\_\_\_\_

Title: District Secretary