

**SECOND AMENDMENT TO STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF LEWISVILLE, TEXAS
AND DENTON COUNTY FRESH WATER
SUPPLY DISTRICTS 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G, AND 1-H**

**THE STATE OF TEXAS §
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COUNTY OF DENTON §**

This **Second Amendment to Strategic Partnership Agreement** (“Second Amendment”) is entered into as of the Effective Date between the **City of Lewisville, Texas**, a home-rule municipal corporation principally situated in Denton County, Texas, acting by and through its duly authorized City Manager (the “City”), and **Denton County Fresh Water Supply Districts No. 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G and 1-H** (collectively the “Districts”), acting by and through their duly authorized Board of Directors, all acting under the authority of Section 43.0751 of the Texas Local Government Code (“the Act”).

RECITALS

WHEREAS, Texas Local Government Code, Section 43.0751 authorizes the City and certain utility districts, such as the Districts, to negotiate and enter into a strategic partnership agreement by mutual consent; and

WHEREAS, the Districts are authorized to act jointly pursuant to Section 49.227, Water Code and authorized to contract with the City pursuant to authority granted under Section 49.213 of the Water Code; and

WHEREAS, the City and the Districts entered into a certain Strategic Partnership Agreement (the “Agreement”), effective on June 20, 2009; and

WHEREAS, the Agreement provided for the annexation by the City, for limited purposes, of commercially designated tracts of land in the Districts, as more specifically described in Exhibit “A” to that Agreement (the “Tracts”), the terms under which services would be provided by the Districts to the City and by the City to the Districts and the imposition of a sales and use tax on the area within the Tracts in exchange for the service provided under the Agreement; and

WHEREAS, the City and the Districts entered into a certain First Amendment to Strategic Partnership Agreement (“First Amendment”), effective March 20, 2017; and

WHEREAS, the First Amendment provided for the annexation by the City, for limited purposes, of additional commercially designated tracts of land in the Districts, as more specifically described in Exhibit “B” to that First Amendment (the “Additional Land”), the terms under which services would be provided by the Districts to the City and by the City to the Districts and the

imposition of a sales and use tax on the area within the Additional Land in exchange for the service provided under the Agreement; and

WHEREAS, the City and the Districts desire to again amend the Agreement as provided herein to, among other things, add certain tracts of land to the Agreement, delete certain tracts of land and replace with certain other tracts of land, and extend the Term of the Agreement; and

WHEREAS, section 3.02 of the Agreement provides for the annexation of additional property designated for commercial development for the limited purpose of collecting Sales and Use Tax Revenues, and section 10.03 of the Agreement permits the amendment thereof by mutual consent of the City and the Districts; and

WHEREAS, the City held two public hearings at which members of the public were given the opportunity to present testimony or evidence regarding the proposed Second Amendment and the Districts each held two public hearings, one such hearing being held within their respective boundaries, at which members of the public were given the opportunity to present testimony or evidence regarding the proposed Second Amendment, and the City and the Districts made copies of the proposed Second Amendment available, and gave notice of the hearings prior to the public hearings in accordance with the Act and the Open Meetings Act; and;

WHEREAS, the Districts have, by formal action after the public hearings, adopted this Second Amendment in open session at meetings held in accordance with the Open Meetings Act; and

WHEREAS, the City has, by formal action after the public hearings, and after adoption by the Districts, adopted this Second Amendment in open session at a meeting held in accordance with the Open Meetings Act; and

WHEREAS, all procedural requirements imposed by state law for adoption of this Second Amendment have been met; and

WHEREAS, upon adoption, this Second Amendment shall be filed by the Districts in the real property records of Denton County, Texas.

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the City and the Districts as follows:

SECTION 1. Definitions. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement and First Amendment.

SECTION 2. Amendments to the Agreement.

- (a) This Second Amendment deletes, in its entirety, parcel 6 which was amended by the First Amendment and replaces it with a new parcel 6, as more specifically described in Exhibit “C” attached hereto, such Exhibit “C” to be incorporated into the Agreement for all purposes.
- (b) This Second Amendment deletes, in its entirety, parcel 7 which was added by the First Amendment and replaces it with a new parcel 7, as more specifically described in Exhibit “D” attached hereto, such Exhibit “D” to be incorporated into the Agreement for all purposes.
- (c) This Second Amendment deletes, in its entirety, the language of section 3.04 of the Agreement and replaces it with the following language:

Section 3.04 Powers and Functions Retained by the Districts

The Districts are authorized to exercise all of their powers and functions provided by existing law or any amendments or additions thereto. The Districts’ assets, liabilities, indebtedness, and obligations will remain the responsibility of the Districts. All agreements entered into by the Districts which extend beyond January 31, 2022 shall include a clause which allows said agreements to be terminable, without penalty and without cause, immediately upon full-purpose annexation.

- (d) This Second Amendment deletes, in its entirety, Section 8.02 of the Agreement.
- (e) This Second Amendment deletes, in its entirety, the language of section 10.02 of the Agreement and replaces it with the following language:

Section 10.02 Term

This Agreement commences and binds the Parties on the Effective Date and continues until January 31, 2022.

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Second Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This Second Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without reference to choice of law doctrine.

SECTION 5. Severability. In case any provision in or obligation under this Second Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and

enforceability of the remaining provision or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This Second Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

SECTION 7. Counterparts. This Second Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effect on Agreement: Integration. Except as specifically amended by this Second Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Agreement, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

SECTION 9. Effective Date. The effective date of this Second Amendment is _____, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date first written above.

SIGNATURE PAGE(S) FOLLOW

THE CITY OF LEWISVILLE, TEXAS

By: _____
Rudy Durham, Mayor

Date: _____

Attest: _____
Julie Worster, City Secretary

STATE OF TEXAS §
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COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Rudy Durham, Mayor of the City of Lewisville, Texas, known to me to be the person who signed in my presence the above document and acknowledged to me that he executed the above and foregoing document for the purposes therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

—

Notary Public in and for the State of Texas

(NOTARY SEAL)

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-A

By: _____

President, Board of Directors

Attest: _____

Secretary, Board of Directors

STATE OF TEXAS §
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COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of the Board of Directors of Denton County Fresh Water District No. 1-A, known to me to be the person who signed in my presence the above document and acknowledged to me that he executed the above and foregoing document for the purposes therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

—

Notary Public in and for the State of Texas

(NOTARY SEAL)

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-B

By: _____

President, Board of Directors

Attest: _____

Secretary, Board of Directors

STATE OF TEXAS §
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COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of the Board of Directors of Denton County Fresh Water District No. 1-B, known to me to be the person who signed in my presence the above document and acknowledged to me that he executed the above and foregoing document for the purposes therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

—

Notary Public in and for the State of Texas

(NOTARY SEAL)

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-C

By: _____

President, Board of Directors

Attest: _____

Secretary, Board of Directors

STATE OF TEXAS §
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COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of the Board of Directors of Denton County Fresh Water District No. 1-C, known to me to be the person who signed in my presence the above document and acknowledged to me that he executed the above and foregoing document for the purposes therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

—

Notary Public in and for the State of Texas

(NOTARY SEAL)

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-D

By: _____

President, Board of Directors

Attest: _____

Secretary, Board of Directors

STATE OF TEXAS §
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COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of the Board of Directors of Denton County Fresh Water District No. 1-D, known to me to be the person who signed in my presence the above document and acknowledged to me that he executed the above and foregoing document for the purposes therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

—

Notary Public in and for the State of Texas

(NOTARY SEAL)

**DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-F**

By: _____

President, Board of Directors

Attest: _____

Secretary, Board of Directors

**STATE OF TEXAS §
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COUNTY OF DENTON §**

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of the Board of Directors of Denton County Fresh Water District No. 1-E, known to me to be the person who signed in my presence the above document and acknowledged to me that he executed the above and foregoing document for the purposes therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

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Notary Public in and for the State of Texas

(NOTARY SEAL)

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-G

By: _____

President, Board of Directors

Attest: _____

Secretary, Board of Directors

STATE OF TEXAS §
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COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of the Board of Directors of Denton County Fresh Water District No. 1-G, known to me to be the person who signed in my presence the above document and acknowledged to me that he executed the above and foregoing document for the purposes therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

—

Notary Public in and for the State of Texas

(NOTARY SEAL)

**DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-H**

By: _____

President, Board of Directors

Attest: _____

Secretary, Board of Directors

**STATE OF TEXAS §
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COUNTY OF DENTON §**

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of the Board of Directors of Denton County Fresh Water District No. 1-H, known to me to be the person who signed in my presence the above document and acknowledged to me that he executed the above and foregoing document for the purposes therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

—

Notary Public in and for the State of Texas

(NOTARY SEAL)

EXHIBIT C

Parcel 6

EXHIBIT D

Parcel 7