

THE STATE OF TEXAS)
)
) SUPPLEMENTAL AGREEMENT NO. 2
) TO TREATED WATER CONTRACT
COUNTY OF DALLAS)

THIS SUPPLEMENTAL AGREEMENT NO. 2 to that certain Contract, dated November 18, 1987, ("the Contract") by and between the CITY OF DALLAS, TEXAS, a Texas municipal corporation, hereinafter called "Dallas", and CITY OF COPPELL, TEXAS, a Texas municipal corporation, hereinafter called "Coppell", evidences the following:

1. The scope of services is hereby amended as follows:

N/A

2. The term of the Contract is revised as follows:

NO CHANGE

3. The Contract is further amended as follows:

(a) The Contract is amended to include Exhibit D governing reciprocal water/wastewater service, attached to and made a part of this Supplemental Agreement.

(b) Section 13 of the Contract is amended to read as follows:

"13.0 SPECIAL PROVISIONS:

Special provisions applicable to this Contract are attached hereto and styled Exhibits B, C and D. These Exhibits are incorporated herein, as if copied word for word. Exhibit B delineates the delivery facilities. Exhibit C contains provisions peculiarly applicable to the contract with customer and supplements provisions of this standard Contract. Exhibit D contains provisions of the Reciprocal Water and/or Wastewater Service Agreement."

The class of service contemplated by this paragraph 2 anticipates a temporary connection until such time as the city requesting service will have water and wastewater mains available. This category of service requires consideration on an individual case basis. Determination will be rendered upon written request being made by the city in which the potential customer is located. Nothing contained herein shall require that either city will be compelled to accept a customer classed under this paragraph 2 after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

A. Service will be provided to the following type customers whose properties are located immediately adjacent to or in reasonable proximity of the common boundary:

(1) Single family residences or duplexes where mains are not in place.

(2) Individual commercial and industrial properties containing no more than 200,000 square feet of building floor space, provided that commercial or industrial facilities in excess of 200,000 square feet consuming only nominal amounts of water or contributing only nominal amounts of wastewater may be considered as an exception to this provision.

(3) Specific residential subdivisions consisting of no more than 20 single family units and apartment complexes, townhouses or other types of multiple dwelling units consisting of no more than 35 single family units in the immediate area for which service is being requested.

B. The city providing the water and/or wastewater service contemplated hereunder shall charge the customer so served the same rates and associated charges as charged customers whose property lies within its own areas and boundaries.

C. As a precondition of receiving service, the customer being served may also be required to pay all or part of the costs determined to be necessary to extend service and to pay the normal service charges for the type service being offered. Applicability of costs of extending service shall be determined by the officials designated in paragraph 4.A. of this agreement. Normal service costs will be determined as contemplated by paragraph 1.C. All construction work shall meet the specifications of the city within whose boundaries the facilities are constructed.

3. TEMPORARY RECIPROCAL SERVICES PROVIDED (1) DIRECTLY TO BORDERING CITIES AND (2) TO COMMERCIAL, INDUSTRIAL OR OTHER COMPLEXES NOT CONTEMPLATED BY PARAGRAPH 2.

EXHIBIT D

RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT

1. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR SINGLE FAMILY RESIDENCES OR DUPLEXES - WHEN SERVICING CITY HAS MAINS IN PLACE

The City of Dallas, Texas, hereinafter called "Dallas" and the City of Coppell, Texas, hereinafter called "Coppell", hereby mutually agree, that when mains of the servicing city are currently in place, to provide water and/or wastewater service to customers along public streets, roadways, alleys and easements upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

A. Service will be provided to single family residences or duplexes situated on no more than one acre of land located immediately adjacent to the common boundary.

B. The city providing the water and or wastewater service contemplated hereunder shall charge the customer so served the same rates and associated charges as charged customers whose property lies within its own areas and boundaries.

C. The customer being served will be required to pay a connection service charge to the city furnishing service. The connection service charge shall be the then current amount established by the servicing city's ordinances. If a service charge is not specified by the current ordinances for the size or type service to be provided, the service charge shall be the servicing city's actual cost for rendering the service.

2. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR: (1) SINGLE FAMILY RESIDENCES OR DUPLEXES WHERE MAINS ARE NOT IN PLACE, (2) COMMERCIAL AND INDUSTRIAL COMPLEXES, (3) RESIDENTIAL SUBDIVISIONS, APARTMENTS OR TOWNHOUSES AND OTHER MULTI-DWELLING RESIDENTIAL UNITS.

Dallas and Coppell hereby mutually agree to provide temporary water and/or wastewater service to customers along public streets, roadways, alleys and easements upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

When services are requested and it is determined by the city from which service is requested that the service is appropriate and can be offered without diminution of the level of service being provided to other customers of the servicing city, Dallas and Coppell hereby mutually agree to provide temporary water and/or wastewater service on a reciprocal basis when (1) the service to be furnished is to be provided directly to the reciprocating city as the customer or (2) the service to be furnished is for a commercial, industrial, or other customer not meeting the criteria for service consideration in paragraph 2.

The class of service contemplated by this paragraph 3 shall be offered at the option of the servicing city. Determination of service feasibility will be rendered upon written request being made by the city requiring service. Nothing contained herein shall require that either city will be compelled to offer service after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

The city providing the water and/or wastewater service contemplated hereunder shall charge the customer so served the same rate and associated charges as charged customers whose property lies within its own areas and boundaries.

The city requesting the service shall pay full cost of any extension, facilities or improvements required to make the service available. The amount of the charges shall be determined by the officials designated in paragraph 4.A. of this agreement. All construction work shall meet the specifications of the city within whose boundaries the facilities are constructed.

4. GENERAL TERMS AND CONDITIONS

Service will be provided from mains in the public streets, roadways, alleys and easements existing along the common boundaries of Dallas and Coppell under the following terms and conditions, which shall apply equally to either city:

A. The city requiring services shall initiate the request for reciprocal services by forwarding a written request for service. The request shall be accompanied by a map which identifies the location of the proposed properties. Approval of requests for service shall be in writing and will be forwarded or approved by the following:

For the City of Dallas

Director, Dallas Water Utilities
City Hall
1500 Marilla - 4AN
Dallas, Texas 75201

For the City of Coppell

City Manager
P.O. Box 478
Coppell, Texas 75019

B. Meter boxes, service lines, laterals and other facilities necessary to provide service shall, upon installation, become the property of the city furnishing service.

C. The customer to be served will sign a contract with the city furnishing service, agreeing to abide by all the ordinances of that city which relate to the furnishing of said service.

D. The city requesting service hereunder hereby grants to the city providing such service authorization to go upon the public streets, roadways, alleys and easements of the former city for the purpose of installing, maintaining and removing such facilities as are necessary to provide service.

E. If at any time the city requesting service hereunder shall construct a main capable of providing water and/or wastewater service to any customer being served under the terms of this agreement, then upon request the city so providing the service shall terminate same, reserving the right to remove its meters and materials from the property previously served, provided, the customer shall have a reasonable time, not to exceed one month, to connect to the new service.

F. In the cases where a customer receives water service from one city and wastewater service from the other, the city furnishing water service will provide the other city with monthly meter readings and water consumption information on such customers and will permit appropriate employees of the city furnishing wastewater service to read and examine the meters serving such customers to determine the accuracy of readings so furnished and to permit appropriate employees of the city furnishing wastewater service to examine water consumption records of such customer, provided that no meter shall be removed or adjusted except by the city furnishing water service.

5. CLAIMS OF LIABILITY

It is further mutually agreed by Dallas and Coppell that insofar as the services contemplated hereunder are performed by either city within the jurisdiction of the other city and to that extent only, Dallas, and Coppell hereby mutually agree that they will release, hold harmless and defend the other city from all claims of liability which result from damage to property (real or personal) or persons arising directly or indirectly from the performance of the services provided for hereunder.

4. All other terms, provisions, conditions, and obligations of the Contract between Dallas and Coppell shall remain in full force and effect, and said Contract, as same may have previously been amended, and this Supplemental Agreement No. 2 shall be construed together as a single contractual agreement.

Executed this 9th day of November, 1994, by Dallas, acting through its City Manager, duly authorized by Council Resolution No. 94-~~7991~~, approved on November 9, 1994, and by Coppell, acting through its duly authorized officials.

APPROVED AS TO FORM:
SAM LINDSAY
City Attorney

BY Lawrence A. Scalf
Assistant City Attorney
Submitted to City Attorney MS

APPROVED AS TO FORM

BY Peter J. Paul
City Attorney

1369F

CITY OF DALLAS
JOHN WARE
City Manager

BY MS
Assistant City Manager

CITY OF COPPELL

BY [Signature]
City Manager

1369F

CITY OF COPPELL
PUBLIC WORKS
HAND WRITTEN MEMORANDUM

DATE: 12/13/94

TO: Pat Chapman

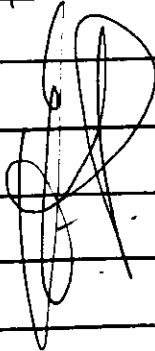
FROM: Howard Pafford

RE: Reciprocal Agreement, Supplemental
Agreement #2 to Dallas Water Utilities
Treated Water Contract.

MESSAGE: _____

Attached you will find
the sign original copy of
the above referenced agreement
to use as City file copy.

If you need any other
documents or have any questions
regarding this matter, please
advise.



cc: Ken Griffin

October 26, 1994

WHEREAS, the City of Coppel currently contracts with the City of Dallas for the purchase of treated water from Dallas under the terms of a 30 year wholesale treated water contract dated November 18, 1987; and

WHEREAS, the City of Dallas and the City of Coppel share a common corporate boundary line in the vicinity of the reservoir called North Lake; and

WHEREAS, the City of Dallas and the City of Coppel desire to make arrangements for the providing of retail reciprocal water and wastewater services from one city to the other along the common corporate line when the city requiring the service does not have water or wastewater facilities available; and

WHEREAS, the reciprocal water and wastewater services will be provided at no cost to either the City of Dallas or the City of Coppel; and

WHEREAS, the Cities of Dallas and Coppel desire to amend the wholesale treated water contract to include an Exhibit D governing the providing of water and wastewater reciprocal services; and

WHEREAS, the wholesale treated water contract can be amended to include the Exhibit D with a Supplemental Agreement No. 2; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager be and is hereby authorized to enter into Supplemental Agreement No. 2 to the wholesale treated water contract with the City of Coppel after approval of the supplemental agreement by the City Attorney.

Section 2. That this resolution shall take effect from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

NOV 9 1994

Robert T. Brown

City Secretary

APV

[Signature]
HEAD OF DEPARTMENT
10/11/94

APPROVED

[Signature]
DIRECTOR OF FINANCE

VB

APPROVED

[Signature]
CITY MANAGER
RM