

**RESOLUTION NO. 2020-07R**

A RESOLUTION OF THE BOARD OF DIRECTORS OF WYLIE NORTHEAST SPECIAL UTILITY DISTRICT OF COLLIN COUNTY, TEXAS, REPEALING RESOLUTION NO. 2020-06R; APPROVING AN INTERLOCAL AGREEMENT FOR THE MUTUAL PLACEMENT AND OPERATION OF ANTENNA FACILITIES BETWEEN WYLIE NORTHEAST SPECIAL UTILITY DISTRICT AND THE CITY OF WYLIE, TEXAS; AUTHORIZING THE PRESIDENT OF THE BOARD OF DIRECTORS TO EXECUTE THE INTERLOCAL AGREEMENT AND ANY RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interlocal Corporation Act, Chapter 791 of the Texas Government Code authorizes political subdivisions to contract by and between each other to purchase goods and services to facilitate the governmental functions of said political subdivisions; and

WHEREAS, the City of Wylie, Texas (the "City"), desires to install a Fixed Base Meter Reading Antenna on an elevated water tower owned by the Wylie Northeast Special Utility District (the "District") for the purpose of transmitting water usage data to prepare monthly bills; and

WHEREAS, the District desires to install a Fixed Base Meter Reading Antenna on a City owned communications tower for the purpose of transmitting water usage data to prepare monthly bills; and

WHEREAS, on June 1, 2020, the Board of Directors of the District passed Resolution No. 2020-06R approving an Interlocal Agreement for the Mutual Placement and Operation of Antenna Facilities but the City has requested several revisions to the agreement; and

WHEREAS, the Board of Directors finds that entering into the revised interlocal agreement attached to this Resolution will improve meter reading accuracy and efficiency for both parties.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WYLIE NORTHEAST SPECIAL UTILITY DISTRICT THAT:

SECTION 1. Resolution No. 2020-06R is hereby repealed in its entirety.

SECTION 2. The Board of Directors hereby approves the attached Interlocal Agreement for the Mutual Placement and Operation of Antenna Facilities between the District and the City of Wylie.

SECTION 3. The President of the District's Board of Directors is hereby authorized to execute the attached interlocal agreement on behalf of the District together with any related documents in connection therewith.

SECTION 4. This Resolution shall become effective from and after its passage by the Board of Directors.

PASSED and ADOPTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the Board of Directors of Wylie Northeast Special Utility District.

\_\_\_\_\_  
Jimmy C. Beach, President

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lance Ainsworth, Secretary  
or Amanda Horst, Assistant Secretary

\_\_\_\_\_  
James W. Wilson, Attorney

## **INTERLOCAL AGREEMENT FOR THE MUTUAL PLACEMENT AND OPERATION OF ANTENNA FACILITIES**

This Interlocal Agreement for the Mutual Placement and Operation of Antenna Facilities ("Agreement") is made by and between the City of Wylie, a Texas municipal corporation (the "City") and the Wylie Northeast Special Utility District, a political subdivision of the State of Texas (the "District") as of the date executed below.

WHEREAS, the City and District are retail public utilities that own and operate separate water utility systems which rely on wireless radio meter reading technology to transmit customer water usage data from the field; and

WHEREAS, the District has determined that installing a Fixed Base Meter Reading Antenna on a City owned communications tower located at the Colby Street Lift Station will allow full coverage of the District's water service area; and

WHEREAS, the City has determined that installing a Fixed Base Meter Reading Antenna on a District owned water tower located at 745 Parker Road, Wylie, Texas, will allow full coverage of the City's water service area.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and the District agree as follows:

**1. Permitted Tower Uses.**

(a) The City will allow the District to install and operate a Fixed Base Meter Reading Antenna on the City owned communications tower situated on the following property:

A 20' x 40' dedicated Lift Station Easement situated in Lot 19, Block D, WYLIE LAKES, PHASE 1A, an addition to the City of Wylie, Texas, according to the amended plat thereof recorded on September 12, 2007, as Document No. 20070912010003320, in Cabinet 2007, Slides 498-499, Plat Records, Collin County, Texas.

(b) The District will allow the City to install and operate a Fixed Base Meter Reading Antenna, including related cabling and fixtures, on the District owned water tower situated on property located at 721 Parker Road (C.R. 725), Wylie, Texas, and more particularly described as follows:

Being a 1.868± acre tract of land situated in the I. & G.N. RY. CO. SURVEY, Collin County, Texas,

and more particularly described in a General Warranty Deed recorded as Instrument No. 20060118000071800 in the Official Public Records of Collin County, Texas.

2. **Installation of Antenna Facilities.** The parties shall have the right, each at its own expense, to install and maintain their respective Fixed Base Meter Reading Antenna (hereinafter referred to as an "antenna facility" or collectively as the "antenna facilities") in a good and workmanlike manner that does not interfere with existing communication equipment on the tower, if any. Each party will submit a site plan and plans to the other party for approval prior to installation, and such approval shall not be unreasonably withheld. Each party has the right to inspect and approve the installation and modification of an antenna facility on its tower will have final inspection and approval on the others installation, and such approval shall not be unreasonably withheld.

3. **Maintenance of Antenna Facilities.** The parties shall have access to the towers for purposes of installing and maintaining the antenna facilities Monday through Friday, between 9:00 A.M. and 4:00 P.M. Each party must give the other prior notice before entering the other party's tower site. Each party hereby grants the other party rights of ingress, egress, and access to their respective towers for purposes of installing and maintaining the antenna facilities.

4. **Standards.** All work will be performed in accordance with applicable codes and regulations and approved plans.

5. **No Rental.** Neither party will pay rent to the other party under this Agreement.

6. **Term.** This Agreement shall automatically renew annually until terminated by either party in accordance with paragraph 8 below.

7. **Termination.** This Agreement may be terminated for any reason by the City or the District upon giving 30 days written notice to the other party.

8. **Tower Maintenance.** Upon giving at least thirty (30) days prior written notice, either party must remove some or all of their antenna facility as necessary for the other party to perform tower maintenance.

9. **Miscellaneous Provisions.**

(a) No Assignment. This Agreement is not assignable by either party.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(c) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

(d) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(e) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(f) Equal Drafting. This Agreement shall be deemed drafted equally by both parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(g) Sovereign Immunity. The parties agree that neither the City nor the District has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

(h) Notice. Except as otherwise provided for herein, any notice required to be sent under this Agreement must be in writing and may be served (i) by depositing it in the United States Mail, addressed to the party to be notified, postage pre-paid and certified with return receipt requested, or (ii) by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery. Notice given in accordance herewith shall be effective upon receipt by the addressee. For purposes of notice, the addresses of the parties are as follows:

To the City:                      City of Wylie  
   Attn: City Manager  
   2000 N. Highway 78  
   Wylie, TX 75098

To the District:                    Wylie Northeast SUD  
   Attn: General Manager  
   745 Parker Road  
   Wylie, Texas 75098

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

**WYLIE NORTHEAST SPECIAL UTILITY DISTRICT,**  
a political subdivision of the State of Texas

By: \_\_\_\_\_  
Jimmy Beach, President

Date: \_\_\_\_\_, 2020

**CITY OF WYLIE,** a Texas municipal corporation

By: \_\_\_\_\_  
Eric Hogue, Mayor

Date: \_\_\_\_\_, 2020