

## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to Professional Services Agreement is made by and between the City of Pflugerville, Texas (the "City") and Lakeside Municipal Utility District No. 5 (the "District").

WHEREAS, the City and the District executed an Agreement for Professional Services ("Agreement") dated January 17, 2023, that provides for the City to operate, maintain, and manage the District's water and wastewater systems (the "Professional Services").

WHEREAS, pursuant to the Agreement and the rate order adopted by the District, the City collects rates and fees from the District's residents on behalf of both the District and the City.

WHEREAS, the District receives wholesale water service from Manville Water Supply Corporation ("Manville").

WHEREAS, the City and District have determined that is necessary to amend the Agreement to clarify that the wholesale water charges from Manville shall be paid solely out of the revenues collected by the City on behalf of the District.

NOW, THEREFORE, premises considered, the City and the District agree that said Agreement is amended as follows:

1. Amendment of Payment Provision. Article VII, Section 1, is amended to add the underlined wording as follows.

### ARTICLE VII PAYMENT

1. The City and the District agree that City's compensation for retail water and wastewater operation, maintenance, and management services provided by the City, shall be satisfied from the revenues collected by the City from the District's retail water and wastewater customers for retail water and wastewater service, excluding any amounts collected by the City on behalf of the District. All fees and charges assessed to the District's retail water and wastewater customers by the City shall recover the costs of operating and maintaining District facilities, obtaining wholesale water and sewer service, and compensating the City for services provided under this Agreement. All amounts due to Manville for wholesale water service provided to the District shall be paid by the City solely out of the revenues collected by the City on behalf of the District. City shall not be liable for any expenses incurred on behalf of the District exceeding revenues collected from the District's customers and District shall promptly pay the difference to the City within 30 days.

Except as amended hereby, the terms of the Agreement shall remain unchanged and in full force and effect.

**EXECUTED** and **AGREED** to as of the dates indicated below.

**LAKESIDE MUNICIPAL UTILITY  
DISTRICT NO. 5**

**CITY OF PFLUGERVILLE**



*(Signature)*

Name: Roderick Wesley

Title: Vice President

Date: May 23, 2024

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*(Signature)*

Name: Sereniah Breland

Title: City Manager

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

APPROVED AS TO FORM:

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Charles E. Zech

City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.