

**RECONCILIATION AGREEMENT BETWEEN
THE CITY OF PFLUGERVILLE AND
KELLY LANE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2**

This Reconciliation Agreement (“*Agreement*”) is entered into as of the date last signed (“*Effective Date*”) by and between the City of Pflugerville (“*City*”) and Kelly Lane Water Control and Improvement District No. 2 (“*District*”), (each, a “*Party*,” and collectively the “*Parties*”).

RECITALS

WHEREAS, the City and the District previously entered into a certain Professional and Utility Services Agreement, for the City’s operation, maintenance, and management of water and wastewater facilities, solid waste disposal and recycling, and billing services (“*Professional Services Agreement*”);

WHEREAS the City and the District previously entered into a certain Agreement Regarding Termination and Transition of Services regarding the termination of the Professional Service Agreement and the transfer of services and customer data to the District and the District’s designated operators (“*Termination Agreement*”);

WHEREAS, the Termination Agreement provides that the City and the District will perform a final reconciliation to verify and ensure that any payments due and owed amongst the Parties under the Professional Services Agreement and Termination Agreement are paid in full; and

WHEREAS, representatives for the City and the District met and reconciled the City and District’s accounts and have verified the final amounts owed to the City and District under the Professional Services Agreement and Termination Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and other good and valuable consideration contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Reconciliation**. The Parties acknowledge and agree that representatives for the City reconciled the accounts receivable within 2% of balanced and agree that the amounts shown in **Attachment A**, incorporated herein for all purposes, shall be the final accounting for purposes of this Agreement. The Parties agree that, according to the accounting shown in **Attachment A**, the net amount due to from the District to the City is **\$31,160.42**. The Parties further agree that City does not owe the District any amount under the Professional Services Agreement or Termination Agreement. The District shall pay the City **\$31,160.42** within five (5) business days of the Effective Date.
2. **Mutual Release of Claims**. The Parties hereby release and waive all disputes, claims, and causes of action that they have or may have against one another, including their directors,

officers, agents, employees, attorneys, and all other persons working on behalf of or in concert with them, whether known or unknown, at law or in equity, arising from or otherwise related to the Professional Services Agreement or Termination Agreement. This release is limited to any acts or omissions that occurred before the Effective Date of this Agreement. Either Party may bring an action against the other Party to enforce this Agreement.

3. Amendments; Modifications. This Agreement may be amended or modified only by a written agreement properly executed by the City and the District.
4. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and, upon the Effective Date, supersedes all prior agreements and understandings between the City and the District regarding reconciliation of amounts owed under the Professional Services Agreement or Termination Agreement.
5. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected thereby, and it is also the intention of the Parties that, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable.
6. No Waiver. No consent or waiver, express or implied, to or of any default of any covenant or provision hereof by any Party will be construed as a consent or waiver to or any other default of the same or any other covenant or provision.
7. Authority to Execute. The City represents and warrants that this Agreement has been approved by the City Council of the City of Pflugerville, Texas, in accordance with all applicable public meeting and public notice requirements and that the individual executing this Agreement on behalf of the City has full right and authority to enter into this Agreement. The District represents and warrants that this Agreement has been approved by the Board of Directors of Kelly Lane Water Control and Improvement District No. 2, in accordance with all applicable public meeting and public notice requirements and that the individual executing this Agreement on behalf of the District has full right and authority to enter into this Agreement.
8. Multiple Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile or electronically scanned signature will be deemed to have the same effect as an original signature.

[Signature page follows immediately]

CITY OF PFLUGERVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

**KELLY LANE WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2**

By: Mark E. Kalish

Name: Mark E. Kalish

Title: President, Board of Directors

Date: May 22, 2024

ATTEST:

By: 

Name: Kenny Dryden

Title: Secretary, Board of Directors


Date: May 22, 2024

ATTACHMENT A

Reconciled Accounts

	Account Receivables due to the City				Deposits due to Districts	Net Amount due to City
	Water	Sewer	Solid Waste	Unapplied Credits		
Avalon/Kelly Ln WCID 2	25,742.10	14,805.96	8,871.54	(5,409.18)	\$ (12,850.00)	\$ 31,160.42


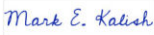
SIGNATURE CERTIFICATE



REFERENCE NUMBER
089F26D6-A3F7-407B-B1B9-A7A06B8EEBC2

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 089F26D6-A3F7-407B-B1B9-A7A06B8EEBC2</p> <p>Transaction Type Signature Request</p> <p>Sent At 05/22/2024 15:01 EDT</p> <p>Executed At 05/22/2024 17:21 EDT</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum f4d393602fab31792e6b23a1be58f13bf28782fca37a4241f7111a7afa62e5a0</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Kelly Lane WCID 2 - Reconciliation Agreement with City of Pflugerville</p> <p>Filename Kelly_Lane_WCID_2_-_Reconciliation_Agreement_with_City_of_Pflugerville.pdf</p> <p>Pages 5 pages</p> <p>Content Type application/pdf</p> <p>File Size 133 KB</p> <p>Original Checksum c79ceaf352fea19398782d3c7f3d4a81ac6048a2d7b5c36a85bf3fb92f0b9da</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Kenny Dryden</p> <p>Email kennydryden@gmail.com</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 13c341d97a722f40a3d1547e8b2fac0d99f82f99ff5888d48f42748eacd7596</p> <p>IP Address 24.55.36.157</p> <p>Device Mobile Safari via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID 62B21FC3</p> <p>Signature Biometric Count 2</p>	<p>Viewed At 05/22/2024 17:20 EDT</p> <p>Identity Authenticated At 05/22/2024 17:21 EDT</p> <p>Signed At 05/22/2024 17:21 EDT</p>
<p>Name Mark E. Kalish</p> <p>Email mkalish@theabcbank.com</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 0473757849891de4ddb8e97b20dfb0f8d0feffaee282d33d094c4bf59d59814</p> <p>IP Address 104.225.171.224</p> <p>Device Microsoft Edge via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 595ABAD4</p>	<p>Viewed At 05/22/2024 15:47 EDT</p> <p>Identity Authenticated At 05/22/2024 15:47 EDT</p> <p>Signed At 05/22/2024 15:47 EDT</p>

AUDITS

TIMESTAMP	AUDIT
05/22/2024 15:01 EDT	Jaime Colmenero (jcolmenero@abaustin.com) created document 'Kelly_Lane_WCID_2_-_Reconciliation_Agreement_with_City_of_Pflugerville.pdf' on Firefox via Windows from 216.201.214.194.
05/22/2024 15:01 EDT	Kenny Dryden (kennydryden@gmail.com) was emailed a link to sign.
05/22/2024 15:01 EDT	Mark E. Kalish (mkalish@theabcbank.com) was emailed a link to sign.
05/22/2024 15:47 EDT	Mark E. Kalish (mkalish@theabcbank.com) viewed the document on Microsoft Edge via Windows from 104.225.171.224.

TIMESTAMP	AUDIT
05/22/2024 15:47 EDT	Mark E. Kalish (mkalish@theabcbank.com) authenticated via email on Microsoft Edge via Windows from 104.225.171.224.
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