

AMENDMENT No. 2 TO PROFESSIONAL AND UTILITY SERVICES AGREEMENT

This Amendment No. 2 to Professional and Utility Services Agreement (this "Amendment") is entered into by Kelly Lane Water Control and Improvement District No. 2 (the "District") and the City of Pflugerville (the "City").

RECITALS

The District and the City previously entered into a "Professional and Utility Services Agreement" dated August 6, 2012, as amended by an "Amendment No. 1 to Professional and Utility Services Agreement" dated September 29, 2015 (as amended, the "Agreement"), pursuant to which the City agreed to operate, maintain, and manage the Water and Wastewater System (as defined in the Agreement) and provide for Municipal Solid Waste Disposal Services (as defined in the Agreement). The District and the City now desire to amend the Agreement, as provided below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. MS4 Permit. The City acknowledges that it is aware of the stormwater management program (the "SWMP") developed by the District in compliance with the TPDES General Permit No. TXRo40000 (the "MS4 General Permit"). The City agrees to comply with all applicable stormwater control measures, good housekeeping practices, and facility-specific stormwater management operating procedures developed by the District as a part of the District's SWMP (the "MS4 Obligations") associated with the City's provision of services under the Agreement. The City will conduct all services under the Agreement in compliance with the MS4 Obligations and in a manner that does not introduce any Illicit Discharges (as defined in the MS4 General Permit) of pollutants to streets, stormwater inlets, drainage ditches, or any portion of the District's drainage system. The City will provide records of any known illicit discharges or sanitary sewer overflows within the District's boundaries, as requested by the District or its representative. The City will notify the District immediately of any issue caused by or identified by the City that is believed to be an immediate threat to human health or the environment.

2. Miscellaneous. Except as specifically provided in this Amendment, the terms of the Agreement continue to govern the rights and obligations of the parties, and all terms of the Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile or other electronic copy of a signature, and a counterpart transmitted electronically (e.g., by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

This Amendment has been executed on the date or dates indicated on the following counterpart signature pages, to be effective as of the date the last party signs.

CITY:

CITY OF PFLUGERVILLE, TEXAS

By: _____
Sereniah Breland, City Manager

Date: _____

ATTEST:

DISTRICT:

KELLY LANE WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2

By: _____

Mark Kalish, President
Board of Directors

Date: _____