

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING NEGOTIATION AND EXECUTION OF AN AGREEMENT RELATED TO A MEDIATED SETTLEMENT AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF A COST REIMBURSEMENT AGREEMENT WITH CLUB DEAL 120 WHISPER VALLEY, LIMITED PARTNERSHIP FOR CONSTRUCTION OF A WASTEWATER TREATMENT PLANT AND GRAVITY WASTEWATER MAIN TO SERVE A PROPOSED DEVELOPMENT SOUTH OF THE CITY OF MANOR IN AN AMOUNT NOT TO EXCEED \$11,500,000; AND WAIVING CERTAIN REQUIREMENTS OF SECTIONS 25-9-33 AND 25-9-64 RELATING TO SUBMISSION OF A SERVICE EXTENSION REQUEST APPLICATION; WAIVING SECTIONS 25-9-61 AND 25-9-63 OF THE CITY CODE RELATING TO AMOUNT OF COST REIMBURSEMENT; AND WAIVING SECTION 25-9-67 RELATING TO THE SCHEDULE OF COST REIMBURSEMENT PAYMENTS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1.** This ordinance authorizes the negotiation and execution of an agreement related to a mediated settlement between the City and Club Deal 120 Whisper Valley, Limited Partnership.

**PART 2.** This ordinance also applies to an application for cost reimbursement under City Code Chapter 25-9, Article 1, Division 2, Subpart B (*Cost Reimbursement And Cost Participation*) by Club Deal 120 Whisper Valley, Limited Partnership ("Taurus") for the following project to serve a proposed development generally located south of the City of Manor, east of FM 973 and north of FM 969 within the city's extraterritorial jurisdiction, the Gilleland basin, and the City's Desired Development Zone.

(A) construction of a 500,000 gallon per day wastewater treatment plant ("WWTP"); and

(B) construction of approximately 13,400 linear feet of 30" gravity wastewater main.

**PART 3.** The council authorizes the city manager to negotiate and execute a cost reimbursement agreement with Taurus in accordance with the following terms:

(A) Total cost reimbursement for the project may not to exceed \$11,500,000.

- 1 (B) Taurus will provide to the City, at no cost to the City, an approximately 64-  
2 acre easement for the interim use of land for the ultimate construction of a 3.0  
3 million gallons per day (“MGD”) interim wastewater treatment plant.
- 4 (C) Taurus will design a 3.0 MGD WWTP and construct the initial phase with a  
5 capacity of 0.5 MGD. The City will reimburse Taurus the actual construction  
6 costs (“hard costs”) for the 0.5 MGD WWTP, estimated to be \$6,000,000.  
7 Taurus will be responsible for the engineering, design and project management  
8 costs (“soft costs”) for this phase. The City will be responsible for subsequent  
9 expansions of the 0.5 MGD WWTP to a 3.0 MGD WWTP. Taurus will  
10 contribute \$503 per LUE for design costs associated with the expansion of the  
11 WWTP beyond 0.5 MGD. All terms and conditions of the reimbursement  
12 agreement shall apply to current and future owners of this development.
- 13 (D) Taurus will design and construct approximately 13,400 feet of 30” wastewater  
14 main, and will provide a 90’ permanent easement at no cost to the City. The  
15 City will reimburse Taurus the hard costs for the wastewater main, estimated  
16 to be \$5,500,000.
- 17 (E) The City will design and construct the permanent Northeast Regional WWTP,  
18 upon a currently undetermined site, and will decommission, at the City’s cost,  
19 the interim WWTP upon the completion of the permanent Northeast Regional  
20 WWTP. Taurus or future owners of this development will contribute to the  
21 City \$1.1 million toward the cost of the easements and the design of the  
22 permanent Northeast Regional WWTP.

23 **PART 4.** The council waives:

- 24 (A) the requirements of Sections 25-9-33 (*Service Extension Application*) and 25-  
25 9-64 (*Application Required*), City Code, relating to submission of a Service  
26 Extension Request application for required wastewater improvements and cost  
27 reimbursement because the cost reimbursement agreement is a part of a  
28 mediated settlement with Taurus.
- 29 (B) The proposed cost reimbursement agreement waives the requirements of  
30 Sections 25-9-61 (*Eligible Projects*) and 25-9-63 (*Amount of Cost*  
31 *Reimbursement*), City Code, relating to the amount of reimbursement for  
32 wastewater improvements because the amount of reimbursement will be for  
33 the total hard costs. (No “soft” costs (engineering, design, and project  
34 management costs) will be reimbursed, unless the City has defaulted and the  
35 Developer must complete the project.). The proposed cost reimbursement  
36 agreement does not waive Section 25-9-67 (*Cost Participation and Cost*  
37 *Reimbursement Payment*), City Code, relating to cost reimbursement payments

1 made in one payment on March 1 of the second year following the year in  
2 which the wastewater improvements are accepted (unless the City has  
3 defaulted and the Developer must complete the project).

4 **PART 5.** This ordinance takes effect on \_\_\_\_\_, 2007.

5 **PASSED AND APPROVED**

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9 \_\_\_\_\_, 2007      §  
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Will Wynn  
Mayor

**APPROVED:** \_\_\_\_\_  
David Allan Smith  
City Attorney

**ATTEST:** \_\_\_\_\_  
Shirley A. Gentry  
City Clerk