

**ORDINANCE NO. 20161006-025**

**AN ORDINANCE ADOPTING THE TWELFTH AMENDMENT TO THE AGREEMENT CONCERNING CREATION AND OPERATION OF NORTHTOWN MUNICIPAL UTILITY DISTRICT CONCERNING THE REQUIREMENTS AND RESTRICTIONS OF THE WATER DISTRICT.**

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


**PART 1.** Council adopts an amendment, attached to and incorporated as a part of this ordinance as Exhibit A, to the Agreement Concerning Creation and Operation of Northtown Municipal Utility District with regard to the requirements and restrictions of the water district which includes approximately 1,224 acres and is located just east of Interstate Highway 35 between Austin and Pflugerville, bounded by Howard Lane to the south and Highway 685/Dessau Road to the east.

**PART 2.** This ordinance takes effect on October 17, 2016.

**PASSED AND APPROVED**

\_\_\_\_\_, 2016

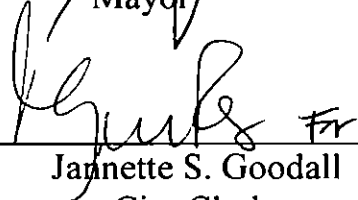
**APPROVED:**

  
\_\_\_\_\_  
Anne L. Morgan  
City Attorney

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§  
§

  
\_\_\_\_\_  
Steve Adler  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
Jannette S. Goodall  
City Clerk

## **EXHIBIT A**

### **TWELFTH AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION OF NORTHTOWN MUNICIPAL UTILITY DISTRICT**

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

**THIS TWELFTH AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION OF NORTHTOWN MUNICIPAL UTILITY DISTRICT ("Twelfth Amendment")** is entered into between the City of Austin, Texas, a home rule municipality (the "**City**"), acting by and through its City Manager, and Northtown Municipal Utility District, (the "**District**"), acting by and through its Board of Directors.

**WHEREAS**, the City and the District executed that certain Agreement Concerning Creation and Operation of Northtown Municipal Utility District, as amended by that certain "First Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about April 16, 1990; by that certain "Second Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about December 1, 1993; by that certain "Third Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about November 30, 1994; by that certain "Fourth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about August 25, 1997; by that certain "Fifth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about February 23, 2000; by that certain "Sixth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" approved on April 10, 2003; by that certain "Seventh Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" approved on June 28, 2006; by that certain "Eighth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" approved on November 21, 2008; by that certain "Ninth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" approved on August 9, 2010; by that certain "Tenth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" approved on September 20, 2010; and by that certain "Eleventh Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" approved on May 13, 2013 (together the "**Agreement**");

**WHEREAS**, the Agreement contains provisions regarding development requirements for future development within the District;

**WHEREAS**, the City and the District wish to amend the Agreement to allow for the construction of a driveway as contemplated on a site plan currently in review (SP-2015-0481D) but that does not meet the minimum 200' spacing required along arterial roadways in the Agreement;

**WHEREAS**, the District has, by formal action, approved the terms of this Twelfth Amendment in open session at a meeting held in accordance with the Open Meetings Act;

**WHEREAS**, the City has, by vote of Council, approved the terms of this Twelfth Amendment as Ordinance No. 20161006- 025 at a meeting held on 6 October 2016 in accordance with the Open Meetings Act; and

**WHEREAS**, all procedural requirements imposed by state law for the adoption of this Twelfth Amendment have been met;

**NOW, THEREFORE**, for and in consideration of the mutual agreement of the parties contained in the Agreement and this Twelfth Amendment, and other good and valuable consideration, the City and the District agree as follows, and all other terms and conditions remain as stated in the original Agreement:

Article XII (Land Use and Development) of the Agreement is hereby amended as follows:

Section D is amended to read:

- D. All boundary street improvements within the District shall be constructed in accordance with applicable City policies and ordinances. The Joint Venture shall construct, at its expense, all arterial roadways within the District, the final design and alignment of which shall be approved by the Planning Commission through the subdivision process after recommendations by the Urban Transportation and Public Works Departments of the City. Further, the arterial roadways within the District shall be constructed with divided sections where adjacent land uses are residential. Dessau Road (Howard Lane) from the District's most westerly boundary west to the service road of Interstate 35 shall be fully built to urban standards and according to the City's adopted Roadway Plan, as it may be amended, at or prior to such time that enough lots receive final plat approval to increase the projected traffic counts to 2,500 trips per day on that section of Dessau Road (Howard Lane). This section of roadway shall be built under the following conditions:

- (1) The Joint Venture shall attempt to acquire right-of-way for this roadway section and then fully construct the road; or
- (2) Should the Joint Venture be unable to acquire the right-of-way, the City shall acquire the right-of-way and the Joint Venture shall construct this section as set forth above; or
- (3) Should the adjacent property owner subdivide and/or develop his property adjacent to the roadway, such property owner shall be required to construct the roadway according to the above standards.

The Joint Venture shall also dedicate to the public Sprinkle Road Cutoff right-of-way as shown on the Land Plan attached to this Agreement. Nothing in this subsection D shall be construed to preclude the Joint Venture from requesting or accepting funds from the State of Texas or County of Travis for use in connection with such roadway construction. No driveway curb cuts for single family or duplex residential property shall be permitted on arterial roadways, as defined by the City's Austin Metropolitan Area Roadway Plan. All allowable curb cuts on major arterial roadways shall be at least two hundred (200) feet apart. This section does not apply to the construction of the driveway as shown on site plan SP-2015-0481D that does not meet the minimum two hundred foot (200') spacing requirement.

This Twelfth Amendment will be effective from and after, and the terms and conditions of this Twelfth Amendment incorporated into the Agreement on, the execution date of the last party to execute this Twelfth Amendment below.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Twelfth Amendment is executed by the authorized representatives of the District and the City on the date(s) shown below.

CITY OF AUSTIN, TEXAS:

By: [Signature]

Name: Robert Goode

Title: Assistant City Manager

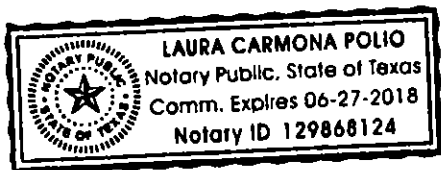
Date: 10/17/16

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 17<sup>th</sup> day of October, 2016, by Robert Goode, as Assistant City Manager, of the City of Austin, a Texas municipal corporation, on behalf of the City of Austin.



[Signature]

Notary Public, State of Texas

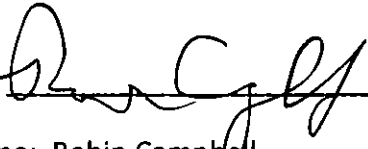
Laura Carmona Polio

Printed/Typed Name of Notary

My Commissioner Expires: 6/27/18



NORTHTOWN MUNICIPAL UTILITY DISTRICT

By: 

Name: Robin Campbell

Title: President

Date: September 27, 2016

STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS   §

THIS INSTRUMENT was acknowledged before me on this 27th day of September, 2016, by Robin Campbell, as President of Board of Directors of Northtown Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said district.

  
Notary Public, State of Texas

Sue Brooks Littlefield

Printed/Typed Name of Notary

My Commission Expires  
