

**ORDINANCE NO. 20170831-021**

**AN ORDINANCE AMENDING THE STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE ANDERSON MILL MUNICIPAL UTILITY DISTRICT.**

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

**PART 1.** The City Council approves the second amendment to the "Strategic Partnership Agreement between the City of Austin and Anderson Mill Municipal Utility District" substantially in the form of the attached Exhibit "A".

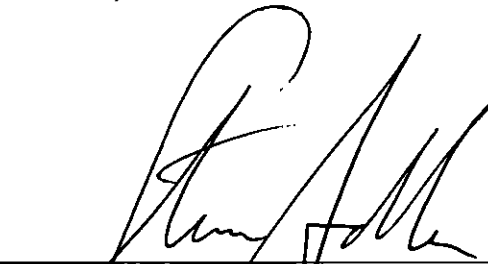
**PART 2.** The City Manager shall execute the amendment on behalf of the City.


**PART 3.** This ordinance takes effect on September 11, 2017.

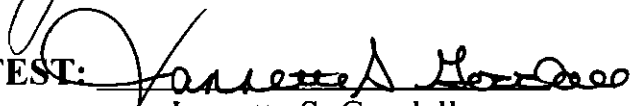
**PASSED AND APPROVED**

\_\_\_\_\_, August 31, 2017

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

**APPROVED:**   
\_\_\_\_\_  
Anne L. Morgan  
City Attorney

**ATTEST:**   
\_\_\_\_\_  
Jannette S. Goodall  
City Clerk

## EXHIBIT A

**SECOND AMENDMENT TO**  
**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN**  
**THE CITY OF AUSTIN AND**  
**THE ANDERSON MILL MUNICIPAL UTILITY DISTRICT**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF TRAVIS

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This Second Amendment to Strategic Partnership Agreement Between the City of Austin, Texas and the Anderson Mill Municipal Utility District (the "**Second Amendment**") is made and entered into by and between the City of Austin, a municipal corporation, acting by and through its duly authorized City Manager ("**City**") and the Anderson Mill Limited District ("**Limited District**"), formerly known as the Anderson Mill Municipal Utility District (the "**District**") and the Williamson County Municipal Utility District No. 1, Williamson and Travis Counties, Texas, acting by and through its duly authorized Board of Directors under the authority of Section 43.0751 of the Texas Local Government Code ("**Local Government Code**"). The City and the District may be collectively referred to as the "**parties**" or individually as a "**party**."

### **Recitals**

WHEREAS, the City is a municipal corporation established by and chartered under Chapter 90, page 634 of the Special Laws of Texas, 1909, 31<sup>st</sup> Legislature;

WHEREAS, the Limited District was a municipal utility district converted into a limited district on December 31, 2008, pursuant to Section 43.0751 of the Local Government Code;

WHEREAS, the District and the City entered into that certain agreement titled "Strategic Partnership Agreement Between the City of Austin and the Anderson Mill Municipal Utility District" (the "**Agreement**") which became effective when the City formally approved the Agreement in an open session on November 19, 1998, and it is recorded in the Real Property Records of Travis County at Book 13324, Pages 710-773, and in the official records of Williamson County at Document 9870042;

WHEREAS, the City and the District subsequently amended the Agreement by entering into that certain "First Amendment to Strategic Partnership Agreement Between the City of Austin and the Anderson Mill Municipal Utility District" (the "**First Amendment**"), which became effective on January 8, 2004, wherein the City and the District amended the Agreement to clarify, among other things, the earliest date the City could complete the full purpose annexation of the District and convert the District into a limited district; the First Amendment is recorded in the official records of Travis County at 2004051832, and in the official records of Williamson County at Document 2004018294 (hereinafter, the term "**Agreement**" shall include any amendments provided for in the "**First Amendment**");

WHEREAS, on December 31, 2008, the Anderson Mill Municipal Utility District was converted into the Anderson Mill Limited District when the City carried out the full purpose annexation of the District pursuant to the Agreement and Section 43.0751 of the Local Government Code;

WHEREAS, Section 5.01(c) of the Agreement provides that the Limited District shall exist for an initial term of 10 years, but may be renewed successively upon the mutual agreement of the governing bodies of the City and the Limited District; and

WHEREAS, the Parties desire to enter into this Second Amendment to the Strategic Partnership Agreement Between the City of Austin, Texas and the Anderson Mill Municipal Utility District to renew and extend the term of the Limited District;

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained in this Second Amendment, and other good and valuable consideration, the City and the Limited District agree as follows:

#### **Agreement**

1. Section 5.01(c) Continuation as a Limited District of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

The initial term of the Limited District shall exist for a term of 10 years from December 31, 2008, which is the effective date of the full purpose annexation by the City. Thereafter, the term of the Limited District shall automatically renew for successive 10 year terms unless one party provides written notice to the other party at least 12 months in advance of the end of the then existing term if the party does not wish to renew the term of the Limited District.

2. Prior to the 12 month notification window in Section 1 above, the Limited District's Board President, or General Manager, shall contact the City of Austin's Parks and Recreation Department to discuss the Limited District and share its then-current projects and concerns.

3. Except as specifically amended by this Second Amendment, all terms and conditions of the Agreement, as amended by the First Amendment, shall remain in full force and effect.

4. The parties warrant and represent that this is the full and complete agreement of the parties, that any omissions or inclusions in this document are intentional to represent the full and complete agreement of the Parties, and, further, that no Party has relied on any verbal assurances, commitments, representations, statements, or otherwise or that such have been made by or on behalf of any Party hereto or by its agents, employees, partners, officers, independent contractors, or other individuals or entities, without limitation.

5. Upon adoption, this Second Amendment shall be filed by the City in the real property records of Williamson and Travis Counties, Texas.

IN WITNESS WHEREOF, this Second Amendment is executed in duplicate counterparts to be effective on the date of the latter of the two signatures below.

**City of Austin, Texas**

Attest: \_\_\_\_\_  
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_  
City Manager

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

Attest: C. Fred Grampp  
C. Fred Grampp  
Secretary

**Anderson Mill Limited District**  
By: John Kiracofe  
John Kiracofe  
President

Date: August 18, 2017

**THE STATE OF TEXAS**

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**COUNTY OF TRAVIS**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by \_\_\_\_\_, City Manager for the City of Austin, Texas, for and on behalf of the City of Austin, Texas.

\_\_\_\_\_  
Notary Public In and For the State of Texas  
My Commission Expires: \_\_\_\_\_

**THE STATE OF TEXAS**

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**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on the 18<sup>th</sup> day of August, 2017, by John Kiracofe, President of Anderson Mill Limited District, for and on behalf of the Anderson Mill Limited District.



Amy M. Flint  
Notary Public In and For the State of Texas  
My Commission Expires: August 12, 2018

**After recording, please return to:**

Philip S. Haag  
McGinnis Lochridge  
600 Congress Ave., Suite 2100  
Austin, TX 78701