

ORDINANCE NO. 20160811-007

AN ORDINANCE ADOPTING THE FIRST AMENDMENT TO THE STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF AUSTIN AND RIVER PLACE MUNICIPAL UTILITY DISTRICT.

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

PART 1. The City Council approves the First Amendment to the Strategic Partnership Agreement between the City of Austin and River Place Municipal Utility District, in substantially the format attached as Exhibit "A," to amend and restate the following:

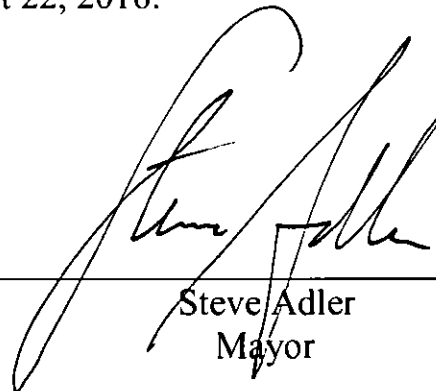
- (A) the full purpose annexation date;
- (B) clarification regarding MUD property that is Parkland and property that is Preserve Land; and
- (C) the Limited District's operation and maintenance responsibilities in regard to both Parkland and Preserve Land.

PART 2. This ordinance takes effect on August 22, 2016.

PASSED AND APPROVED

_____, August 11, 2016

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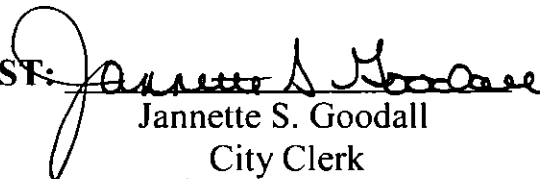
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

**FIRST AMENDMENT TO THE STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN
THE CITY OF AUSTIN AND
THE RIVER PLACE MUNICIPAL UTILITY DISTRICT**

This First Amendment to the Strategic Partnership Agreement Between the City of Austin, Texas and the River Place Municipal Utility District, Travis County, Texas ("First Amendment") is entered into by the City of Austin ("City"), a municipal corporation, acting by and through its City Manager, and the River Place Municipal Utility District ("District"), acting by and through its Board of Directors, under the authority of Section 43.0751 of the Texas Local Government Code ("Local Government Code").

RECITALS

1. The District is a municipal utility district created and operating pursuant to Chapters 49 and 54 of the Texas Water Code.
2. The City is a municipal corporation established by and chartered under Chapter 90, Page 634, of the Special Laws of Texas, 1909, 31st Legislature.
3. The City and the District are parties to the September 9, 2009 "Strategic Partnership Agreement Between the City of Austin and the River Place Municipal Utility District" (the "SPA").
4. The City and the District (collectively referred to herein as the "Parties") now desire to amend the SPA to incorporate changes that the Parties believe to be of mutual benefit.
5. All procedural requirements imposed by state law for the adoption of this First Amendment have been met.

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

AGREEMENT

Section 1.01 Section 1.01(g) of the SPA is amended to read as follows:

- (g) "Full-Purpose Annexation Date" means 12:01 a.m., December 15, 2017.

Section 1.02 Section 1.01(k) is amended to read as follows:

- (k) "Parkland" means open space, parklands, greenbelt areas and other tangible park assets not conveyed to the City pursuant to the Water and Wastewater Agreement, including by way of

example and not in limitation, Sun Tree Park, Woodlands Park and parkland adjacent thereto and the 323 acres of “Preserve Land” (as described below), all as depicted on the attached **Exhibit E-1**.

Section 1.03 Section 1.01 (k) through (q) of the SPA are renumbered (l) through (r).

Section 1.04 Section 3.02(a) (i) of the SPA is amended to read as follows:

Except as provided in the Water and Wastewater Agreement, the District will be responsible for operating and maintaining all District facilities and properties, including Parkland as set forth in Section 6.01(b), during that period of time beginning on the Effective Date and ending on the Full-Purpose Annexation Date. By way of example and not in limitation, the aforementioned operation and maintenance responsibilities shall include the responsibility to operate and maintain Parkland and for drainage facilities including the prevention of erosion, remediation of storm damage and channel dredging.

Section 1.05 Section 6.01 of the SPA is amended to read as follows:

Preserve Land, Parkland and Other Lands

- (a) The District is the current owner of approximately 323 acres of land (the “Preserve Land”) that is more particularly described in Document Number TRV 2002057440 of the Travis County Deed Records and for which a February 15, 1993 Biological Opinion was issued. The District operates and maintains a nature trail (the “Nature Trail”) that is located on the Preserve Land and runs for a distance of approximately 2.5 miles.
- (b) The District will remain responsible for the ownership, operation and maintenance of the Parkland, including by way of example and not in limitation, the Preserve Land, until the Full-Purpose Annexation Date at which time the Limited District will assume these obligations.
- (c) Subject to a determination by the City’s Parks and Recreation Department that the City’s level of service obligations will not be substantially increased, the District and the Limited District may obtain additional land for its Parkland.

Section 1.06 Section 7.02(c) of the SPA is amended to read as follows:

- (c) Ownership, operation, maintenance and control of Parkland and other areas owned by the Limited District; and

Section 1.07 The SPA is amended by adding a new Exhibit E-1 to the SPA which is attached to this First Amendment as **Attachment One**.

IN WITNESS WHEREOF, this First Amendment is executed in multiple identical counterparts.

CITY OF AUSTIN, TEXAS

Attest: _____
Jannette S. Goodall
City Clerk

By: _____
Marc A. Ott
City Manager

**RIVER PLACE MUNICIPAL
UTILITY DISTRICT**

Attest:

Arthur Jistel
Secretary

By: _____

President, Board of Directors

Approved as to Form:

James M. Williams, Sr.
Assistant City Attorney

Approved as to Content:

Greg Guernsey
Director, Planning and Zoning Department

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ___ day of _____, 2016, by Marc A. Ott, City Manager for the City of Austin, Texas, for and on behalf of the City of Austin, Texas.

[Seal]

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ___ day of _____, 2016, by _____, President of the Board of Directors River Place Municipal Utility District, for and on behalf of the River Place Municipal Utility District.

[Seal]

Notary Public in and for the State of Texas

ATTACHMENT ONE

