

ORDINANCE NO. 20200409-009

AN ORDINANCE ADOPTING THE THIRD AMENDMENT TO THE FIRST AMENDED AND RESTATED AGREEMENT CONCERNING THE CREATION AND OPERATION OF THE SENNA HILLS MUNICIPAL UTILITY DISTRICT AND REVISING THE LAND PLAN.

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

PART 1. The City Council finds that:

- (1) Senna Hills Municipal Utility District (the "MUD") is a conservation and reclamation district, and a governmental agency of the State of Texas, created under Article XVI, Sec. 59 of the Texas Constitution by an order of the Texas Commission on Environmental Quality. The MUD operates under Chapters 54 and 49 of the Texas Water Code.
- (2) In 1987, the City adopted Ordinance No. 870115-E granting its consent to the creation of the MUD. The City, the MUD, and Senna Hills, Ltd., a Texas limited partnership (the "Developer"), entered into the Agreement Concerning Creation and Operation of the Senna Hills Municipal District, which set forth terms and conditions for creation and operation of the MUD.
- (3) In 1993, the City, the MUD, and the Developer entered into the First Amended and Restated Agreement Concerning Creation and Operation of Senna Hills Municipal Utility District (the "First Amended Consent Agreement") to modify the terms and conditions under which the property in the MUD would be developed and the MUD would operate.
- (4) In 2003, the City, the MUD, and the Developer entered into the Second Amendment to the First Amended and Restated Agreement Concerning Creation and Operation of Senna Hills Municipal Utility District to correct an error in the description of the MUD boundary.

PART 2. The Developer has requested that the City approve an amendment of the First Amended Consent Agreement to revise the Land Plan as follows:

- a. Change school and irrigation use to office use;
- b. Update the land use allocation table to reflect the actual built-out conditions;

- c. Further restrict development on the Irrigation Lands to permit only recreational uses such as open areas, hike and bike trails, green belt, sports fields, tennis courts, basketball courts, and other recreational facilities;
- d. Provide that development of the office property totaling 11.73 acres may not exceed impervious coverage of 35%; and
- e. Provide that current Code requirements related to Save Our Springs water quality standards apply at the time of site plan application.

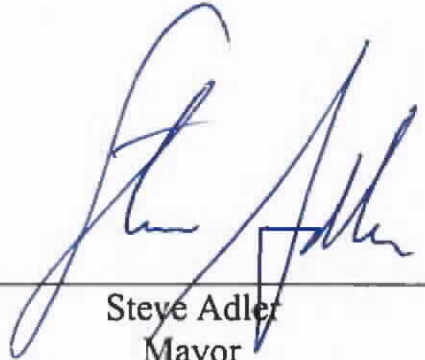
PART 3. The Third Amendment to the First Amended and Restated Agreement Concerning Creation and Operation of Senna Hills Municipal Utility District (The "Third Amendment") amending the First Amended Consent Agreement and changing the Land Plan of the MUD is approved. The Third Amendment is attached as **Exhibit "A"** and incorporated as part of this ordinance.

PART 3. This ordinance takes effect April 20, 2020.

PASSED AND APPROVED

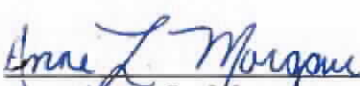
_____, April 9, _____, 2020

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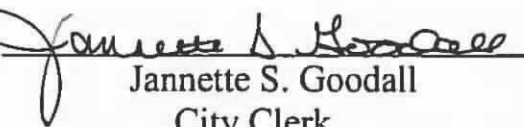
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

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Exhibit "A"

**THIRD AMENDMENT TO THE FIRST AMENDED AND RESTATED
AGREEMENT CONCERNING CREATION AND OPERATION OF
SENNA HILLS MUNICIPAL UTILITY DISTRICT**

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This Third Amendment to the First Amended and Restated Agreement Concerning Creation and Operation of Senna Hills Municipal Utility District (this "Third Amendment"), made by and between the City of Austin, Texas ("the City"), a home-rule municipal corporation situated in Travis County, Texas; Senna Hills Municipal Utility District (the "District"), a conservation and reclamation district and political subdivision of the State of Texas created and operating as a municipal utility district under Chapters 54 and 49, Texas Water Code; and Senna Hills, Ltd., a Texas limited partnership (the "Developer").

**I.
RECITALS**

Section 1.01. The District is located within the extraterritorial jurisdiction of the City of Austin, on the north side of FM 2244 ("Bee Caves Road"), approximately 5.0 miles west of the intersection of Bee Caves Road and Loop 360 and 2.5 miles east of the intersection Bee Caves Road and State Highway 71.

Section 1.02. The District was created by an order of the Texas Water Commission (now the Texas Commission on Environmental Quality) on April 6, 1988.

Section 1.03. The City adopted Ordinance No. 870115-E granting its consent to the creation of the District and the City, the District, and Senna Hills, Ltd., a Texas limited partnership (a different entity than the Developer), entered into the Agreement Concerning Creation and Operation of the Senna Hills Municipal Utility District (Original Consent Agreement) which set forth terms and conditions for creation and operation of the District.

Section 1.04. The MUD includes 323 acres located along the north side of FM Road 2244 in western Travis County, east of the City of Bee Cave and within the Austin extraterritorial jurisdiction (ETJ). The City consented to creation of the MUD in 1987. The MUD is mostly developed with single family residential land use. The MUD land plan designates additional tracts for a school, parkland, conservation, effluent irrigation, and wastewater treatment.

Section 1.05. On November 20, 2018, Senna Hills, Ltd., submitted an application to amend the consent agreement between the City of Austin and the Senna Hills Municipal Utility District (MUD). The amendment seeks to revise the Senna Hills MUD land plan and consent agreement to develop land previously designated as a school site and irrigation land (11.73 acres) into an office use.

Section 1.06. The amendment requires updating the land use allocation table to reflect the revised build-out conditions and reduce the ultimate number of single-family units (and overall residential density) as well as the overall area of irrigation required due to a smaller number of land use equivalents. The applicant affirms that the acreage allocated for wastewater irrigation on the proposed office site is no longer needed for effluent irrigation due to a reduction in density throughout the project.

NOW THEREFORE, for and in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the District, and Developer hereby agree as follows:

II. AGREEMENT

Section 2.01. Amendment. Section 9(g) of the Amended Consent Agreement shall be stricken and replaced with the following: "Commercial and multi-family development is strictly prohibited on the parcels shown as Irrigation Lands on the Land Plan. These lots shall be left in a natural state, except the land may be utilized for recreational purposes and facilities, including but not limited to open areas, hike and bike trails, green belt, sports fields, and tennis courts. Property shall be used only for irrigation purposes and non-commercial uses such as open areas, hike and bike trails, green belt, sports field, tennis courts, basketball courts, and other recreational facilities and uses allowed under the under Restrictive Covenants set forth in, and the permitted uses in the easement reserved to Grantor in, the Special Warranty Deed dated May 23, 2018, a copy of which is attached as Exhibit 1. No construction of any improvements shall be permitted thereon, provided, however, that notwithstanding anything herein to the contrary, construction, maintenance and use improvements incidental to the foregoing uses shall be permitted, including but not limited to the propane, wastewater treatment and storage facilities currently located and maintained thereon, and the improvements incidental to the permitted uses contained in the Restrictive Covenants and easement reserved by Grantor in the above referenced Special Warranty Deed."

Section 2.02. Amendment to Land Plan. The Land Plan for the District, as set forth in Exhibit F to the First Amended Consent Agreement, is deleted and replaced with the Land Plan attached hereto as Exhibit A.

III. GENERAL PROVISIONS

Section 3.01. Except as set forth in this Third Amendment and in prior amendments of the Amended Consent Agreement, all terms and conditions of the Amended Consent Agreement shall remain in full force and effect.

Section 3.02. This Third Amendment to the Amended Consent Agreement may be executed in duplicate originals each of equal dignity and is effective when executed by the authorized representative of each party.

IN WITNESS WHEREOF, the authorized representative of each party has signed this amendment of the First Amended Consent Agreement as of the date(s) indicated below.

CITY:

City of Austin, Texas, a home-rule municipal corporation

By: [Signature]
Name: Spencer Cronk
Title: City Manager
Date: _____

APPROVED AS TO FORM:

By: [Signature]
Name: Lee Simmons
Title: Assistant City Attorney

THE STATE OF TEXAS

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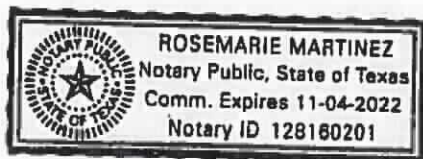
COUNTY OF TRAVIS

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This Third Amendment was acknowledged before me on this 6 day of May, 2020, by Spencer Cronk, City Manager of the City of Austin, Texas, a municipal corporation, on behalf of said municipal corporation.

(SEAL)



[Signature]
Notary Public - State of Texas

DISTRICT:

Senna Hills Municipal Utility District

By: *Chet Palesko*

Name: Chet Palesko

Title: President, Board of Directors

Date: 4/24/2020

THE STATE OF TEXAS

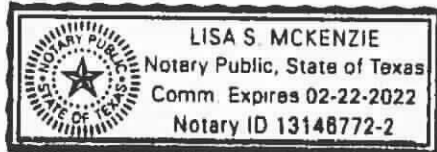
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COUNTY OF TRAVIS

This **Third Amendment** was acknowledged before me on this 24th day of April, 2020, by Chet Palesko, President of the Board of Directors of Senna Hills Municipal Utility District, a Texas municipal utility district, on behalf of said municipal corporation.

(SEAL)

Lisa S McKenzie
Notary Public - State of Texas



DEVELOPER:

Senna Hills, Ltd.

By: [Signature]
Name: Rip Miller
Title: G.P.
Date: 4-21-2020

THE STATE OF TEXAS

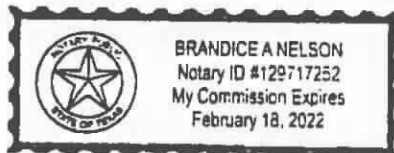
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COUNTY OF TRAVIS

This **Third Amendment** was acknowledged before me on this 21 day of April, 2020, by Rip Miller, G.P. of Senna Hills, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

[Signature]
Notary Public - State of Texas



June 20 1941

**Exhibit A to Third Amendment**