

**AMENDMENT NO. 1 AND 2 TO THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF AUSTIN AND THE  
WALLER CREEK CONSERVANCY**

This Amendment to the Memorandum of Understanding Between the City of Austin (City) and the Waller Creek Conservancy Relating to the Revitalization of the Waller Creek District (MOU) is made and entered to be effective on the 21st day of March, 2013, by and between the City of Austin (City), and the Waller Creek Conservancy (Conservancy) as authorized by the City of Austin City Council (Council) on December 6, 2012 and February 14, 2013.

**WHEREAS**, the MOU was authorized by Council on April 28, 2011 and amended on May 26, 2011; and

**WHEREAS**, the MOU provides for an international design competition and approval of a design firm by the Conservancy and Council, which occurred on December 6, 2012; and

**WHEREAS**, the MOU provides that the City and the Conservancy will work together after the selection of a design team to establish a joint development agreement governing their respective rights and responsibilities with respect to the District resulting in the termination of the MOU; and

**WHEREAS**, the City Council approved an amendment to the MOU on December 6, 2012, to acknowledge the Conservancy's and City's agreement to retain the selected design team and to contribute an amount not to exceed \$75,000 toward the hiring of a Project Coordinator by the Conservancy; and

**WHEREAS**, the City Council approved an additional amendment to the MOU on February 14, 2013, to contribute an amount not to exceed \$270,000 toward the Waller Creek Conservancy's hiring of Michael Van Valkenburgh Associates/Thomas Phifer & Partners for design services related to coordination of the Waller Creek Tunnel Project with the design team's proposed Waller Creek Design; and

**WHEREAS**, the hiring of these two professional firms will enable the Conservancy to review the joint development agreement and issues



regarding ongoing projects that must be resolved prior to council approval of the joint development agreement and final approval of a design.

**NOW, THEREFORE,** the parties agree to amend the MOU by adding the following provisions:

- (1) Upon receipt of an invoice reflecting the anticipated \$75,000 expenditure for the hiring of a project coordinator, the City shall remit \$75,000 to the Conservancy as authorized by the City Council on December 6, 2012.
- (2) The expenditure of \$270,000 authorized by the City Council to be paid to the Conservancy for the hiring of the design team for design services related to the coordination of the Waller Creek Tunnel Program with the Waller Creek Design, will be disbursed as follows: The City will make periodic (but not more than once a month) disbursements of these funds to be used by the Conservancy to assist with review of the joint development agreement and to review the plans for the intake facilities associated with the Waller Creek Tunnel so that this City funded project can be completed in a manner that will leave the grounds available and functional for any subsequent work that may be approved by Council as part of the design for the District.
- (3) The City will disburse the funds to the Conservancy upon submission of appropriate invoices for the professional work described above.
- (4) All disbursements of the funds will be disbursed at the City's option: (a) by the City's check delivered to the Conservancy; or, (b) by the City's wire transfer to a federally insured account directed by the Conservancy.

This Amendment supplements the Memorandum of Understanding between the City and Waller Creek Conservancy, but does not replace any portion of the MOU.

**EXECUTED** in multiple counterpart originals effective as of the date first set forth above.



**CITY OF AUSTIN,**

**A Texas home-rule municipality**

**WALLER CREEK CONSERVANCY,**

**A Texas non-project corporation**

By: 

Marc A. Ott, City Manager

By: 

Melba Whatley, President

**APPROVED AS TO FORM:**

By: 

Jacqueline Cullom  
Assistant City Attorney

