Thursday, September 20, 2018

The Questions and Answers Report will convene at
on Thursday, September 20, 2018 at Austin City Hall
301 W. Second Street
Austin, TX

Mayor Steve Adler
Mayor Pro Tem Kathie Tovo, District 9
Council Member Ora Houston, District 1
Council Member Delia Garz, District 2
Council Member Sabino "Pio" Renteria, District 3
Council Member Gregorio Casar, District 4
Council Member Ann Kitchen, District 5
Council Member Jimmy Flannigan, District 6
Council Member Leslie Pool, District 7
Council Member Ellen Troxclair, District 8
Council Member Alison Alter, District 10

The City Council Questions and Answers Report was derived from a need to provide City Council Members an
opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.

QUESTIONS FROM COUNCIL

2. Agenda Item #2: Authorize negotiation and execution of a sixth amendment to the interlocal agreement with Travis County for the City's provision of animal services, for a 12-month period beginning October 1, 2018, in an amount not to exceed $1,817,740.

QUESTION: Please provide a breakdown of the programmatic expenses for the $1,817,740.
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
See attached.

6. Agenda Item #6: Authorize the use of the competitive sealed proposal procurement method for solicitation of construction improvements for the Faulk Central Library Roof Replacement project. (Note: MBE/WBE goals will be established prior to issuance of this solicitation.)

QUESTION: Is this project planned as part of the 2018 Bond package? Why are we doing this maintenance project now?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
The roof replacement project for the Faulk Library Building is not a component of the 2018 Bond Program. The existing, aged roof has suffered water penetration for a number of years. This project to repair the building envelope was funded in Fiscal Year 2017 with a transfer from the General Fund. Since October of 2017, the project has undergone a robust preliminary and schematic phase and is currently in Design Development.

The 2018 Bond Program provides $14.5 million in funding for the Faulk Library Building Repurposing Project that will allow for a complete Mechanical/Electrical, Plumbing and Elevator Retrofit of the facility, along with the conversion of two floors of the four storied building to serve as state-of-the-art archival repository areas.

7. Agenda Item #7: Authorize negotiation and execution of a professional services agreement with Black & Veatch Corporation (staff recommendation) or one of the other qualified responders for Request for Qualifications Solicitation No. CLMP245 to provide engineering services for the McNeil Road
Water Transmission Main Project in an amount not to exceed $3,800,000.

QUESTION: What is the distance, in miles, for the construction area of the water main? How will the construction services impact the public?

COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

What is the distance, in miles, for the construction area of the water main?
The McNeil Transmission Main will be approximately 1.5 miles along McNeil Rd. from the Jollyville Reservoir to Parmer Lane. This RCA is to request authorization to initiate the design phase of the project. The extent of the limits of construction (LOC) is unknown at this point, the selected engineer will evaluate the route of the pipeline via open cut and/or tunneling methods. Tunneling will reduce the construction impact to the public but generally is higher cost than open cut. Please see attached map showing the general pipeline route.

How will the construction services impact the public?
This RCA is to request authorization to initiate the design phase of the project. The extent of the construction impact is unknown at this point as the selected engineer will evaluate the route of the pipeline via open cut and/or tunneling methods. Tunneling will reduce the construction impact to the public but generally is higher cost than open cut. The construction method will be evaluated during the Preliminary Engineering phase of the project, several community meetings will be held during Preliminary Engineering to discuss the project, construction method, impacts, and receive input from the community. After the design phase is complete, Austin Water and Public Works will come back to Council for authorization of the construction contract, at which point, the construction method, impacts, and mitigation measures will be defined.

8. Agenda Item #8: Authorize negotiation and execution of an interlocal agreement with the Capital Area Emergency Communications District for the City to service and operate public safety answering points at the Combined Transportation, Emergency, and Communications Center and maintain the associated voice recording and logging equipment for 9-1-1 calls.

QUESTION: Is there are a plan to expand this program to Williamson County areas?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
An ILA of this type does currently exist for Williamson County, however, the Williamson County ILA with the CAECD is a separate document and does not include CTECC. The public safety answering points in Williamson County and the public safety answering points in Travis County each have their own ILA with the CAECD

11. Agenda Item #11: Approve a resolution adopting the Austin Convention and Visitors Bureau (doing business as Visit Austin) 2018-2019 Marketing Plan and Proposed Budget of $15,714,496, setting the contract payment as required by chapter 351 of the Texas Tax Code; and authorizing the City Manager to file the approved documents with the City Clerk's Office as required by the Texas Tax Code.

QUESTION:
(Draft Visit Austin Marketing Plan) For objectives 2 and 3 on page 16 please provide detail on goals based on the requested budget dollar amount up for approval. Please explain how and why it is different from the previous year, if applicable.
(Proposed Budget Document) Please explain what % of each "Budget by Program" line item is

funded by a transfer of dollars from the Austin Convention Center operating budget.
(Proposed Budget Document) Please explain what % of each "Budget by Program" line item is dedicated to no convention center activities, including staff costs/time/share of FTEs.
Please provide a copy of the reserve policy(ies) for Visit Austin; if the policy(ies) reference reserves in months of operation please translate to dollars.
(Draft Visit Austin Marketing Plan) Regarding "Hotel Room Nights Booked" and "Convention Center Lead Room Nights" on page 12, please provide up data for the past 5 years, as available.
COUNCIL MEMBER ALTER'S OFFICE

ANSWER:
This item is being postponed to the October 18, 2018 Council meeting. An answer will be provided for the 10/18 Q&A Report.

15. Agenda Item #15: Approve negotiation and execution of an interlocal agreement with the Texas Department of Motor Vehicles to withhold vehicle registrations for people with outstanding traffic warrants, fines, and unpaid red light camera cases for a term of five years for a total contract amount not to exceed $10,000 per year.

QUESTION: Have the fines increased or decreased over the last four years? Are there options, from paying the fee to performing community services, to satisfy the fines? What are the community services options that are available from which people may choose?
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

1) Have the fines increased or decreased over the last four years?

The actual fines amounts have stayed the same; there have been no increases for many years. Fines collected have decreased because case filings have decreased.

2) Are there options, from paying the fee to performing community services, to satisfy the fines?

Yes. If an individual cannot pay, they have the right to see a judge to request a modified pay plan (lowered amount), community service, and in some cases, full indigency waivers. This right remains through the case lifecycle.

3) What are the community services options that are available from which people may choose?

If an individual is approved by a judge to perform community service, he/she may choose any non-profit, governmental agency, or other organization that provides a benefit to the community. Tutoring and other forms of education/counseling may also be considered. There is a list of court approved vendors on our website; however, judges may approve other agencies. <http://www.austintexas.gov/department/alternate-forms-payment>.

17. Agenda Item #17: Authorize negotiation and execution of an encroachment agreement with Austin 300 Colorado Project, L.P. for the aerial encroachment of approximately 632 square feet of right-of-way for a proposed balcony within West 3rd Street between Colorado Street and Lavaca Street, located at 300 Colorado Street.

QUESTION: Aerial Encroachment in right-of-way- Does this occur at 2nd floor level? Single balcony level or multiple? Is it conditioned space or open to weather? Are their images proposed for the façade to better understand the nature of the encroachment?
COUNCIL MEMBER KITCHEN'S OFFICE

ANSWER:
See attachment.

18. Agenda Item #18: Authorize negotiation and execution of a 36-month lease extension for 5,000 square feet of warehouse space for the Austin Police Department with LGC Techni Center LLC, successor in interest to Technicenter Partners, Ltd., for property located at 6014 Technicenter Dr. Suite 2-201, in an amount not to exceed $129,600.

QUESTION: Is this a lease that has an option for the City to own the facility at the end of the period? Do we have a plan to build or buy a facility that meets the need of this space? Is this a type of needed space that the City will always lease the space instead of buying the space? If so, why?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:

Is this a lease that has an option for the City to own the facility at the end of the period?
No. There is no option for the city to own. This lease is for 5,000 square feet of open space out of a much larger warehouse facility. The only mechanism for the City to obtain use and possession is through a lease. APD is in urgent need of the warehouse space.

Do we have a plan to build or buy a facility that meets the need of this space?
No, at this time there is no plan to build or buy a facility that meets the needs of this space. Staff continues to pursue acquisition options strategically. As the end of the lease term draws closer, Staff will research the feasibility of building or purchasing a facility that meets space needs. APD expressed a strong interest in locating some storage space in another APD owned facility. However, no current space for this function was currently available. APD opted for a shorter term lease with future intentions of locating in an APD owned facility when possible.
Is this a type of needed space that the City will always lease the space instead of buying the space? If so, why?
The City-owned space is always the preferred alternative for a location of City Departments, including the possibility of purchasing new City facilities. Due to immediate need and the difficulty of purchases in the current economic environment, a lease with a competitive market rental is generally the only immediately available option. Also, it is quite challenging to locate a freestanding building with only 5,000 square feet of space. As the City studies its need for warehouse space, the possibility of Departments sharing this type of space is probable.

19. Agenda Item #19: Approve an ordinance adopting the Amended and Restated Strategic Partnership Agreement between the City and the Cascades Municipal Utility District (MUD), and annexing the MUD for full-purposes (approximately 136 acres in southern Travis County east of IH-35 South, approximately four-tenths of a mile south of the intersection of IH-35 South and Onion Creek Parkway).

QUESTION: Under the existing Strategic Partnership Agreement is the City legally required to annex this area? Please provide a copy of the existing Strategic Partnership Agreement.Please provide any cost-benefit analysis that was conducted for this annexation request. If annexed, what is the estimated annual revenue to the City associated with this annexation? If annexed, what is the estimated annual cost to the City to provide all municipal services to this area? If annexed, what level of service will this area receive in regards to municipal services compared to other areas of the City?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
1. Under the existing Strategic Partnership Agreement is the City legally required to annex this area?

No, the City is not legally required to annex this area, however, full purpose annexation is the most efficient and effective method to dissolve the MUD. Article III of the SPA speaks to the City's rights and obligations regarding full purpose annexation. Section 3.07 states:

The City may convert all of the remaining land within the District to full purpose annexation status at such time as it determines such conversion to be appropriate, subject to the terms of the Consent Agreement and this SPA, but, except as otherwise provided in the Consent Agreement, in no event sooner than December 31, 2024. In accordance with Sections 43.0751(f)(5) and 43.0751(h), Texas Local Government Code, the District and the City agree that any land within the District which has not been previously annexed by the City for full purposes may be converted to full purpose annexation status on or after December 31, 2024, at the City's sole discretion. This full purpose annexation conversion may be effected by City Council adoption of an ordinance including the area of the District within the full purpose City limits. Except as set out in this SPA, no additional procedural or substantive requirements of State or local annexation law will apply to such annexation or to the annexation ordinance.
2. Please provide a copy of the existing Strategic Partnership Agreement.

Attached is a copy of the executed Strategic Partnership Agreement and Consent Agreement as they are related to one another.

3. Please provide any cost-benefit analysis that was conducted for this annexation request.

The attached One Volume Report dated January 30, 2014 provides a staff analysis of the benefits and drawbacks of the Cascades MUD proposal. In addition, the attached Memo to Council from Elaine Hart, Chief Financial Officer, and dated August 6, 2014 provides additional information on the tax implications of the MUD proposal. Estimates in these analyses were based on information provided by the developer regarding proposed future development within the MUD. Today, the area remains undeveloped and details about a new development proposal have not been filed.

4. If annexed, what is the estimated annual revenue to the City associated with this annexation?

The 2018 taxable assessed value for this area is $584,827. The City's recently adopted tax rate for of 44.03 cents per $100 of taxable property value will generate approximately $2,575 in annual

ad valorem taxes until the area is developed. Other revenues include user fees such as drainage, transportation, and clean communities and City sales tax as applicable.

5. If annexed, what is the estimated annual cost to the City to provide all municipal services to this area?

This area is currently undeveloped. No capital improvements are required to provide city services to this area.

6. If annexed, what level of service will this area receive in regards to municipal services compared to other areas of the City?

The City will provide full municipal services as described in the attached Service Plan.

20. Agenda Item #20: Approve an ordinance authorizing the negotiation and execution of an interlocal agreement regarding the release of approximately 33 acres of extraterritorial jurisdiction ("ETJ") to the City of Dripping Springs.

QUESTION: Please compare the water quality and impervious regulations in Austin's ETJ to the proposed agreement of the property owners and the City of Dripping Springs. Are the 33 acres subject to the Save Our Springs ordinance and would this release the land from the applicability of SOS?
MAYOR PRO TEM TOVO'S OFFICE

ANSWER:

1) Please provide a comparison between the water quality and impervious regulations in Austin's ETJ and the proposed agreement of the property owners and the City of Dripping Springs.

Dripping Springs allows up to 35% impervious cover on a gross site area basis for development within the Edwards Aquifer contributing zone and within their extraterritorial jurisdiction. The proposed development agreement limits impervious cover to 30% on a gross site area basis. There is existing development on both sites. City of Austin regulations in this area would allow up to 25% impervious cover on a net site area basis within the Bear Creek Watershed and 20% impervious cover on a net site area basis within the Barton Creek Watershed.

Dripping Springs regulations desire to achieve no net increase in pollutants from storm water runoff. Dripping Springs achieves this by requiring water quality treatment sufficient to remove 90% of total suspended solids, total phosphorus, and oil and grease, for a 2-year, 3-hour design storm. It is difficult to make a direct comparison between City of Austin and Dripping Springs water quality treatment regulations, since City of Austin regulations do not size water quality controls based on a design storm but instead use the ½" plus requirement. However, Dripping Springs regulations would be less protective than the non-degradation controls of the Save Our Springs Ordinance.

Dripping Springs does have water quality buffer zones on creeks although they are smaller in size than City of Austin requirements, and Dripping Springs does have some critical environmental feature protections that do not allow untreated runoff from developed areas into critical

environmental features.

2) Are the 33 acres subject to the Save Our Springs ordinance and would this release the land from the applicability of SOS?

The land area in question is currently subject to the City of Austin Save Our Springs Ordinance. The release of the land from City of Austin jurisdiction would make the land subject to the development requirements of the City of Dripping Springs, not the City of Austin Save Our Springs Ordinance, except that impervious cover shall be limited to 30% gross site area per the conditions of the proposed Interlocal Agreement.

24. Agenda Item #24: Authorize negotiation and execution of eight interlocal agreements with the municipalities of Bee Cave, Lakeway, Manor, Rollingwood, Village of San Leanna, Sunset Valley, Village of Volente and West Lake Hills to provide public health services for a 12-month period beginning October 1, 2018, with up to four 12-month extension options.

QUESTION: What is the total amount of fees, by municipality, that the eight municipalities will pay the City for public health services?
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

Seven of the eight ILA municipalities (Bee Cave, Lakeway, Manor, Rollingwood, Sunset Valley, Village of Volente and West Lake Hills) will not directly pay any fees to the City of Austin for public health services provided through the ILA: rather, individual businesses located within those cities (e.g., food establishments, commercial pool/ spas, custodial care facilities) will remit permit fees directly to the City of Austin during the annual permit application process, based on the same City Council-adopted fee schedule applicable to City of Austin businesses. The amount of revenue the City of Austin receives from each of these seven ILA municipalities through their businesses will be a direct function of the number of food establishments by type, commercial pool/ spas and custodial care facilities located in each ILA municipality. The eighth ILA municipality, the Village of San Leanna, will only receive services related to environmental complaints. For those environmental investigation-related services, the Village of San Leanna will pay the City of Austin a flat fee of $1500 per year. Based on the current number and mix of businesses operating in the ILA municipalities, the revenue forecast for each jurisdiction is as follows:

	Est. Revenue	
Bee Cave:	$66,822	Paid by Businesses/ Permit Fees for Food Establishments & Custodial Care Facilities
Lakeway:	$69,350	Paid by Businesses/ Permit Fees for Food Establishments, Pools/ Spas & Custodial Care Facilities
Manor:	$46,456	Paid by Businesses/ Permit Fees for Food Establishments, Pools/ Spas & Custodial Care Facilities
Rollingwood:	$ 4,613	Paid by Businesses/ Permit Fees for Food Establishments, Pools/ Spas & Custodial Care Facilities
Sunset Valley:	$24,364	Paid by Businesses/ Permit Fees for Food Establishments, Pools/ Spas & Custodial Care Facilities
Volente:	$ 1,967	Paid by Businesses/ Permit Fees for Food Establishments,

Pools/ Spas & Custodial Care Facilities
West Lake Hills: $29,215 Paid by Businesses/ Permit Fees for Food Establishments, Pools/ Spas & Custodial Care Facilities
San Leanna: $ 1,500 Paid by the Municipality for Environmental Nuisance Services
TOTAL ESTIMATED: $238,287

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25. Agenda Item #25: Authorize negotiation and execution of an interlocal agreement with Austin Independent School District for Austin Public Health to provide youth development services within school campuses for a twelve-month term beginning October 1, 2018 with four, 12-month renewal options.

QUESTION: What determined the target of the 78744 zip code for the CYD program? Which campuses are the other programs being offered to and how were they selected? Do the City of Austin offer Shots for Tots throughout the entirety of the city, or only the areas in Travis County? COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
What determined the target of the 78744 zip code for the CYD program?
The Department of Family and Protective Services (DFPS), grantor, selected zip codes where there appears to be incidents of juvenile crime and other risk factors that contribute to juvenile crime and adverse outcomes for youth. 78744 was a selected zip code that had the highest incidence of juvenile violent crime in the State of Texas. This information was found when the CYD Interagency Planning Workgroup completed the research in 1995. Based on the most recent data for 78744, there is a 27.15% juvenile probation rate, 7.9 % confirmed child abuse and neglect cases, 29.4 % teen pregnancy rate, and 23.3 % of families that have youth under the age of 18 years that are living in poverty. Based on this information 78744 has stayed one of the zip codes that is considered "high risk for juvenile delinquency" that is in need of the preventative services.

Which campuses are the other programs being offered to and how were they selected?
AHA focuses on zip codes in the eastern crescent with the most challenging numbers of teen birth rates. Zip Codes where AHA focuses their efforts include: 78758 , 78753, 78724, 78723, 78721, 78741, 78617, and 78744. Based on 2015 teen birth rates, these zip codes had over 630 teen births for females aged 13-19. Travis County teen birth rate is 18% compared to Caldwell County with a 30.8% rate, and Williamson County with a 10% teen birth rate. (Date aggregated: 3/15/2017; Source: Texas Department of State Health Services, Center for Health Statistics). DSHS has responded to APH that 2016 data won't be finalized until the end of 2018. Staff is working with campuses in the identified zip codes to make the final decision about service delivery. The AYD program is offered to all students who meet the programs age criteria of 17-22 years and have or are working toward a high school diploma or GED.

Do the City of Austin offer Shots for Tots throughout the entirety of the city, or only the areas in Travis County?
AISD selected 5 campuses (Martin, Burnet, Dobie, Fulmore and Webb Middles Schools) that were most out of compliance with required vaccinations and reached out to APH Immunization Program to assist. The Shots for Tots program serves any/all children at Far South and St. John's Clinics as long as they are Vaccines for Children (VFC) eligible (i.e. Medicaid/no insurance).

Annually both locations serve nearly 10,000 clients. There are 75 Vaccines for Children providers throughout Travis County providing the same type of services as Shots for Tots. We are the administrator for these clinics and they deliver vaccinations to approximately 100,000 additional low income/uninsured children in Travis County

QUESTION: What criteria will be used to determine which campuses receive particular youth development services? What is the expected term (half or full school year) of the youth development services? Will the services be offered during summer? What is the frequency of the youth development services? What is the cost? Please identify the schools.
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

Community Youth Development (CYD) Program
1) What criteria will be used to determine which campuses receive particular youth development services?
The main criteria is that the campus is in the 78744 zip code or if 30% of youth attending campus live in 78744. Current sub-contractors partner with these schools to provide services and/or inquire if services are needed to any of the 78744 school campuses.
2) What is the expected term (half or full school year) of the youth development services?
Full Year
3) Will the services be offered during summer?
Yes
4) What is the frequency of the youth development services?
See attached.
5) What is the cost?
See below for cost for 3 subcontractors and 1 in-house (APH) service
- Mexic-Arte Museum: $78,000
- Creative Action: $80,000
- Workers Assistance Program: $73,469
- Police Activities League: $7,500
- Youth Advisory Council: $57,417 (includes partial APH FTE [60%] plus program costs)

6) Please identify the schools.
See grid attached. Services are also provided at Dove Springs Rec Center, SE Austin Public Library and other 78744 locations. Only school campuses listed for this response
Austin Youth Development (AYD) Program
1) What criteria will be used to determine which campuses receive particular youth development services?
The criteria for youth to participate in the Austin Youth Development Program(AYD) is they must be between the ages of 17-22 years old, live in within City of Austin, Travis County Area, have obtained or working towards obtaining their GED or high school diploma. Participants from all schools are accepted.
2) What is the expected term (half or full school year) of the youth development services?
The Austin Youth Development Program is one calendar year and is on an open entry/open exit basis.
3) Will the services be offered during summer?

Youth Development Services are offered year round for all participants.

4) What is the frequency of the youth development services?

Youth Development Services are available Monday-Friday, except City holidays

5) What is the cost?

There is no cost to participate in the Austin Youth Development Program(AYD).

6) Please identify the schools.

All schools within City of Austin, Travis County area are eligible to participate in the AYD Program. Currently, there are students from Clifton, Manor, and Austin High School participating.

Shots for Tots Program

1) What criteria will be used to determine which campuses receive particular youth development services?

AISD selected 5 campuses (Martin, Burnet, Dobie, Paredes and Webb Middle Schools) that were most out of compliance with required vaccinations and reached out to APH Immunization Program to assist.

2) What is the expected term (half or full school year) of the youth development services?

Shots for Tots will set up one clinic per month at a Middle School selected by AISD based on non-compliance rates. We will "catch-up" 7th graders in the Fall and prepare 6th graders for entry to 7th grade in the Spring.

3) Will the services be offered during summer? No

4) What is the frequency of the youth development services?

One clinic per month, based on AISD request

5) What is the cost?

There is no cost to the school; clients must be Vaccines for Children eligible (uninsured, underinsured or Medicaid eligible) - Shots for Tots has the capacity to provide this monthly outreach clinic)

6) Please identify the schools.

Webb, Dobie, Burnet, Martin and Paredes Middle Schools. (AISD switched out Fulmore for Paredes).

29. Agenda Item #29: Authorize an amendment to an existing contract with Wolters Kluwer Financial Services, Inc., to provide continued and additional automated audit management software and support, for an increase in the amount of $439,948 and to extend the term by five years, for a revised total contract amount not to exceed $564,970.

QUESTION: Is this contract amendment renewing the contract with Wolters Kluwer Financial Services, Inc? Why is this contract exempt from competitive bidding?
COUNCIL MEMBER TROXCLAIR'S OFFICE.

ANSWER:

1) Is this contract amendment renewing the contract with Wolters Kluwer Financial Services, Inc.?

The proposed amendment is extending the current contract with Wolters Kluwer Financial Services, Inc. The current contract, which provides TeamMate software and support services for the Office of the City Auditor, expires on October 10, 2018. This proposed amendment will extend the current contract by five years and add TeamMate software and support services for

Austin Water.

2) Why is this contract exempt from competitive bidding?
Wolters Kluwer Financial Services, Inc. is the sole owner and has full right and title to license the TeamMate software package and is the sole entity permitted to license TeamMate. There are no resellers of TeamMate in the United States.

36. Agenda Item #36: Authorize negotiation and execution of a multi-term contract with lookthinkmake, LLC to provide consulting services for a cultural tourism marketing strategy, for up to 18 months for a total contract amount not to exceed $150,000.

QUESTION: Please explain in detail how this contract works with Visit Austin. Please clarify if this is a duplication with Visit Austin activities/roles.
COUNCIL MEMBER ALTER'S OFFICE

ANSWER:
This item is being withdrawn and brought back for the October 18, 2018 Council meeting. An answer will be provided for the 10/18 Q&A report.

47. Agenda Item #47: Authorize award and execution of a construction contract with Muniz Concrete & Contracting, Inc. (MBE), for ADA Sidewalks & Ramp Improvements 2018 Group 20 Citywide IDIQ contract in the amount of $5,000,000 for an initial 2-year term, with one 1-year extension option of
$1,500,000, for a total contract amount not to exceed $6,500,000.

QUESTION: Did other contractors bid on either of the contracts? Were there opportunities to divide the work and the allocation?
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:
A total of two bids were received for this solicitation. We contacted the seven Prime Contractors who attended the pre-bid meeting to determine why they did not submit a bid. Their response was their inability to compete against a specific bidder who attended the pre-bid meeting. The noted bidder is the Contractor recommended for contract award. Another reason provided was their limited bonding capacity.

Staff did attempt to maximize contracting opportunities for the contractor community. Specifically, the contract authorization for this project was minimized to create a separate solicitation at a lower dollar amount. The smaller dollar amount solicitation would provide companies with lower bonding capacity the ability to submit a bid. This effort resulted in two contracts awards noted as Council agenda items #47 and #48. Muniz Concrete and Contracting is being recommend for both contracts. Local Government Code Chapter 252 outlines competitive sealed bidding procedures for municipal expenditures exceeding $50,000. This method is used for most construction projects and is commonly known as the "low bid" method. The City solicited bids for Council agenda items #47 and #48 using the "low bid" method. A contract procured using the low bid method must be awarded to the lowest responsive bid submitted by a responsible bidder. Responsiveness refers to the bid. A bid is a responsive bid if it generally conforms to the bid specifications. Responsibility refers to the bidder. Generally speaking, a bidder is considered a responsible bidder if it has the

skill, sufficient financial resources, and ability to perform the work.

48. Agenda Item #48: Authorize award and execution of a construction contract with Muniz Concrete & Contracting, Inc., (MBE) for the ADA Sidewalks & Ramp Improve 2018 Group 21 Citywide IDIQ contract in the amount of $1,500,000 for a 2-year term, with no extension option, for a total contract amount not to exceed $1,500,000.

QUESTION: Did other contractors bid on either of the contracts? Were there opportunities to divide the work and the allocation?
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:
A total of five bids were received for this solicitation. Please see response provided for same question on item 47.

55. Agenda Item #55: Approve a resolution relating to the reduction or waiver of fees for full-time active duty military personal whose residences are unoccupied for extended periods of time during their deployment

QUESTION: Can City Staff please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
As drafted, the resolution directs the City Manager to examine current Austin Resource Recovery policies that may unintentionally burden service members with fees during a period of active duty. Following the conversation during the Council Work Session on September 18 regarding this item, it is our understanding that there may be a desire to expand the scope of this item to include other fees paid by residents of Austin.

In order to accomplish this task all departments who manage user fees will be required to review the applicable policies, ordinances and administrative rules related to those fees. Any proposed revisions would require detailed legal review to ensure compliance with local and state laws regarding fees, as well as extensive public engagement and feedback to ensure that any waivers are structured to truly benefit the target audience of active duty military personnel. Certain recommendations may require briefings/action at relevant Boards and Commissions, as well as Council action. Also depending on the fee and the recommendation regarding the fee, it may require redesign of billing systems. Because of the above, it is difficult to accurately estimate the impact to City resources (staff time + financial costs) at this time.

QUESTION: What historic data is available to indicate how often this situation has occurred? How were the situations handled once the Department was made aware of the situation? How is this situation handled by Austin Energy and Austin Water?
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

1) What historic data is available to indicate how often this situation has occurred?

Within the last twelve months, there was one request made jointly to Austin Energy and Austin Resource Recovery to waive fees for this type of situation. Other departments that administer fees did not have record of any requests being made.

2) How were the situations handled once the Department was made aware of the situation?

Austin Energy was able to waive the deposit requirement. In accordance with Austin Resource Recovery's Administrative Rules, the requestor was not billed for cart fees while away from the residence. However, the requestor was billed the Base service fee as well as the Clean Community Fee as required by the City's code.

3) How is this situation handled by Austin Energy and Austin Water?
There is no provision to waive utility fees or other charges on an active account for deployed military personnel. To avoid utility charges during deployment, the customer would need to contact the Utility Contact Center and request utility services be stopped/terminated. Upon return, the customer would need to contact the Utility Contact Center to reconnect utility services. Reconnection fees and generally a deposit would be billed. Earlier this year, City of Austin Utilities brought forward proposed utility regulation changes including the types of credit security that are accepted to waive deposits. The utility regulation changes were approved on April 12, 2018, and the associated policy included a deposit waiver for service members returning after deployment.

56. Agenda Item #56: Approve a resolution identifying one or more council committees responsible for nominating public and private sector members to the Community Development Commission.

QUESTION: Can City Staff please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:

Answer 1 (Austin Public Health): The resolution is a critical component and next step to meeting the tripartite requirements of the Community Services Block Grant (CSBG) and the Texas Administrative Code. It would have minimum impact on APH staff. APH staff are already in the process of reviewing and updating procedures so the tasks identified in this resolution would be included in that process.

Answer 2 (City Clerk): The OCC currently processes nominations and assists Council Committees with their nomination processes, the impact of this resolution is adding two additional Council Committees to work with on nominations and developing a formal process that is constant for both Committees. Once that has been developed, there would be minimal impact to OCC staff time.

57. Agenda Item #57: Approve an ordinance waiving or reimbursing certain development fees for the Highland Neighborhood Park located at 401 West St. Johns Ave, Austin, TX 78752.

QUESTION: Starting in FY 2019 the Development Services Department (DSD) will be funded primarily through a separate Enterprise Fund. Moving forward, what does it mean to waive or

reimburse fees for an enterprise department? Can City Staff please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
Waiving an enterprise department's fees means that the related revenue will not be realized. Each enterprise department expects, and budgets for, a certain level of fees to be waived annually; however, the specific projects or events whose fees are waived are often not known ahead of time. Any unrealized revenue in excess of what is budgeted would directly impact the fund's ending balance and could potentially affect future year's rates and/or fees. Fees can only be waived by council action either through an IFC or as part of a development package (such as the recently approved soccer stadium agreement).

Specific to Development Services, beginning in FY 2019, the newly-created Development Services Fund will receive a transfer in from the General Fund for waived development fees. This transfer to DSD for waived fees in FY 2019 is budgeted at $4.1 million. The amount of the transfer was estimated using prior year data and is necessary because DSD does not have the ability to recover waived revenue since state law mandates that fees be set at the cost of providing a service. If the unrealized revenue exceeds budgeted levels, the General Fund will increase the transfer to DSD incurring unplanned for expenditures.

94. Agenda Item #94: Approve an ordinance repealing Exhibits A, B, C, and D of Ordinance No. 20180809-113 ordering the November 6, 2018 general and special municipal elections, and replacing them with new and additional exhibits that adopt changes to election day and early voting polling places, attach an executed contract for election services, attach executed joint election agreements, and list election day judges, central counting station staff, and early voting ballot board members; and declaring an emergency.

QUESTION: Please post the list of Travis County voting and early voting locations.
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
The documents from Travis County will be uploaded following adoption by Travis County Commissioner's Court on Tuesday.

96. Agenda Item #96: Approve a resolution initiating zoning, rezoning, and where appropriate, Future Land Use Map (FLUM) amendments for properties located at 7901 East Ben White Boulevard; 810 Bastrop Highway Southbound; 4811 South Congress Avenue; 711 West Powell Lane; 101 Hergotz Lane; 1709 East State Highway 71 Westbound; 401 Chaparral Road; 4511 Lucksinger Lane; 11606 North Lamar Boulevard; 6111 South Congress Avenue; 3201 Burleson Road; 7501 Bluff Springs Road; 1301 West Oltorf Street; 2807 Cameron Loop; 1308 Thornberry Road; 7100 East US Highway 290; 8001 Lee Hill Drive; 423 Thompson Lane; 2815 East State Highway 71 Westbound Service Road; and 6402 McNeil Drive to the appropriate mobile home residence (MH) district; and initiating City Code Title 25 amendments, as necessary, to implement the zoning changes

QUESTION: Can City Staff please provide an estimate on the impact to City resources, including

City Staff time, required to accomplish the task(s) required in this resolution if approved?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
The approximate time spent by the Planning and Zoning Department to complete a rezoning case without opposition is 5 hours. By contrast, the amount of time spent by the Planning and Zoning Department to complete a rezoning case with opposition varies greatly.

Recommendation for Action

File #: 18-3304, **Agenda Item #:** 2. 9/20/2018

Agenda Item

Agenda Item #2: Authorize negotiation and execution of a sixth amendment to the interlocal agreement with Travis County for the City's provision of animal services, for a 12-month period beginning October 1, 2018, in an amount not to exceed $1,817,740.

QUESTION: Please provide a breakdown of the programmatic expenses for the $1,817,740.
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
See attached.

Item #2: Below is a breakdown of the $1,817,740 in the FY19 Interlocal Agreement with Travis County:

Program/Service	Travis County Portion
Animal Control	$ 635,948
Prevention - Education & Outreach	$ 30,277
Shelter Services	$ 1,014,824
Mobile Spay/Neuter Clinic	$ 100,000
Wildlife Services	$ 36,691
	$ 1,817,740

File #: 18-3305, **Agenda Item #:** 6. 9/20/2018

Agenda Item

Agenda Item #6: Authorize the use of the competitive sealed proposal procurement method for solicitation of construction improvements for the Faulk Central Library Roof Replacement project. (Note: MBE/WBE goals will be established prior to issuance of this solicitation.)

QUESTION: Is this project planned as part of the 2018 Bond package? Why are we doing this maintenance project now? COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
The roof replacement project for the Faulk Library Building is not a component of the 2018 Bond Program. The existing, aged roof has suffered water penetration for a number of years. This project to repair the building envelope was funded in Fiscal Year 2017 with a transfer from the General Fund. Since October of 2017, the project has undergone a robust preliminary and schematic phase and is currently in Design Development.

The 2018 Bond Program provides $14.5 million in funding for the Faulk Library Building Repurposing Project that will allow for a complete Mechanical/Electrical, Plumbing and Elevator Retrofit of the facility, along with the conversion of two floors of the four storied building to serve as state-of-the-art archival repository areas.

File #: 18-3354, **Agenda Item #:** 7. 9/20/2018

Agenda Item

Agenda Item #7: Authorize negotiation and execution of a professional services agreement with Black & Veatch Corporation (staff recommendation) or one of the other qualified responders for Request for Qualifications Solicitation No. CLMP245 to provide engineering services for the McNeil Road
Water Transmission Main Project in an amount not to exceed $3,800,000.

QUESTION: What is the distance, in miles, for the construction area of the water main? How will the construction services impact the public?
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

What is the distance, in miles, for the construction area of the water main?

The McNeil Transmission Main will be approximately 1.5 miles along McNeil Rd. from the Jollyville Reservoir to Parmer Lane. This RCA is to request authorization to initiate the design phase of the project. The extent of the limits of construction (LOC) is unknown at this point, the selected engineer will evaluate the route of the pipeline via open cut and/or tunneling methods. Tunneling will reduce the construction impact to the public but generally is higher cost than open cut. Please see attached map showing the general pipeline route.

How will the construction services impact the public?

This RCA is to request authorization to initiate the design phase of the project. The extent of the construction impact is unknown at this point as the selected engineer will evaluate the route of the pipeline via open cut and/or tunneling methods. Tunneling will reduce the construction impact to the public but generally is higher cost than open cut. The construction method will be evaluated during the Preliminary Engineering phase of the project, several community meetings will be held during Preliminary Engineering to discuss the project, construction method, impacts, and receive input from the community. After the design phase is complete, Austin Water and Public Works will come back to Council for authorization of the construction contract, at which point, the construction method, impacts, and mitigation measures will be defined.

File #: 18-3307, **Agenda Item #:** 8. 9/20/2018

Agenda Item

Agenda Item #8: Authorize negotiation and execution of an interlocal agreement with the Capital Area Emergency Communications District for the City to service and operate public safety answering points at the Combined Transportation, Emergency, and Communications Center and maintain the associated voice recording and logging equipment for 9-1-1 calls.

QUESTION: Is there are a plan to expand this program to Williamson County areas?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
An ILA of this type does currently exist for Williamson County, however, the Williamson County ILA with the CAECD is a separate document and does not include CTECC. The public safety answering points in Williamson County and the public safety answering points in Travis County each have their own ILA with the CAECD

Recommendation for Action

File #: 18-3359, **Agenda Item #:** 11. 9/20/2018

Agenda Item

Agenda Item #11: Approve a resolution adopting the Austin Convention and Visitors Bureau (doing business as Visit Austin) 2018-2019 Marketing Plan and Proposed Budget of $15,714,496, setting the contract payment as required by chapter 351 of the Texas Tax Code; and authorizing the City Manager to file the approved documents with the City Clerk's Office as required by the Texas Tax Code.

QUESTION:

(Draft Visit Austin Marketing Plan) For objectives 2 and 3 on page 16 please provide detail on goals based on the requested budget dollar amount up for approval. Please explain how and why it is different from the previous year, if applicable.

(Proposed Budget Document) Please explain what % of each "Budget by Program" line item is funded by a transfer of dollars from the Austin Convention Center operating budget.

(Proposed Budget Document) Please explain what % of each "Budget by Program" line item is dedicated to no convention center activities, including staff costs/time/share of FTEs.

Please provide a copy of the reserve policy(ies) for Visit Austin; if the policy(ies) reference reserves in months of operation please translate to dollars.

(Draft Visit Austin Marketing Plan) Regarding "Hotel Room Nights Booked" and "Convention Center Lead Room Nights" on page 12, please provide up data for the past 5 years, as available.

COUNCIL MEMBER ALTER'S OFFICE

ANSWER:
This item is being postponed to the October 18, 2018 Council meeting. An answer will be provided for the 10/18 Q&A Report.

File #: 18-3355, **Agenda Item #:** 15. 9/20/2018

Agenda Item

Agenda Item #15: Approve negotiation and execution of an interlocal agreement with the Texas Department of Motor Vehicles to withhold vehicle registrations for people with outstanding traffic warrants, fines, and unpaid red light camera cases for a term of five years for a total contract amount not to exceed $10,000 per year.

QUESTION: Have the fines increased or decreased over the last four years? Are there options, from paying the fee to performing community services, to satisfy the fines? What are the community services options that are available from which people may choose?
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

1) *Have the fines increased or decreased over the last four years?*

The actual fines **amounts** have stayed the same; there have been no increases for many years. Fines **collected** have decreased because case filings have decreased.

2) *Are there options, from paying the fee to performing community services, to satisfy the fines?*

Yes. If an individual cannot pay, they have the right to see a judge to request a modified pay plan (lowered amount), community service, and in some cases, full indigency waivers. This right remains through the case lifecycle.

3) *What are the community services options that are available from which people may choose?*

If an individual is approved by a judge to perform community service, he/she may choose any non-profit, governmental agency, or other organization that provides a benefit to the community. Tutoring and other forms of education/counseling may also be considered. There is a list of court approved vendors on our website; however, judges may approve other agencies. <http://www.austintexas.gov/department/alternate-forms-payment>.

File #: 18-3318, **Agenda Item #:** 17. 9/20/2018

Agenda Item

Agenda Item #17: Authorize negotiation and execution of an encroachment agreement with Austin 300 Colorado Project, L.P. for the aerial encroachment of approximately 632 square feet of right-of-way for a proposed balcony within West 3rd Street between Colorado Street and Lavaca Street, located at 300 Colorado Street.

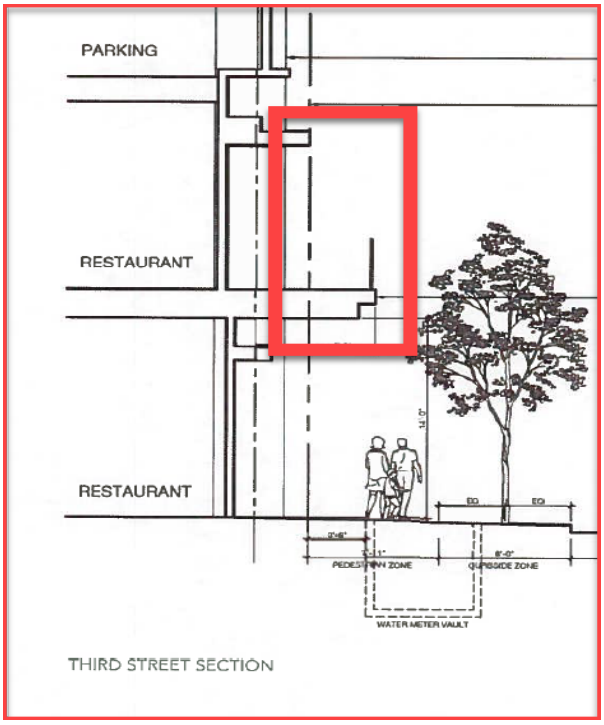
QUESTION: Aerial Encroachment in right-of-way- Does this occur at 2nd floor level? Single balcony level or multiple? Is it conditioned space or open to weather? Are their images proposed for the façade to better understand the nature of the encroachment?
COUNCIL MEMBER KITCHEN'S OFFICE

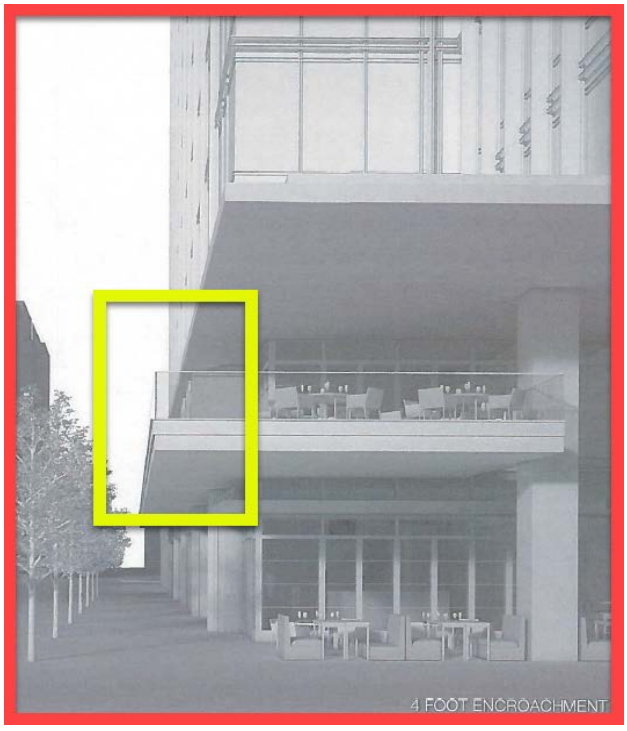
ANSWER:
See attachment.

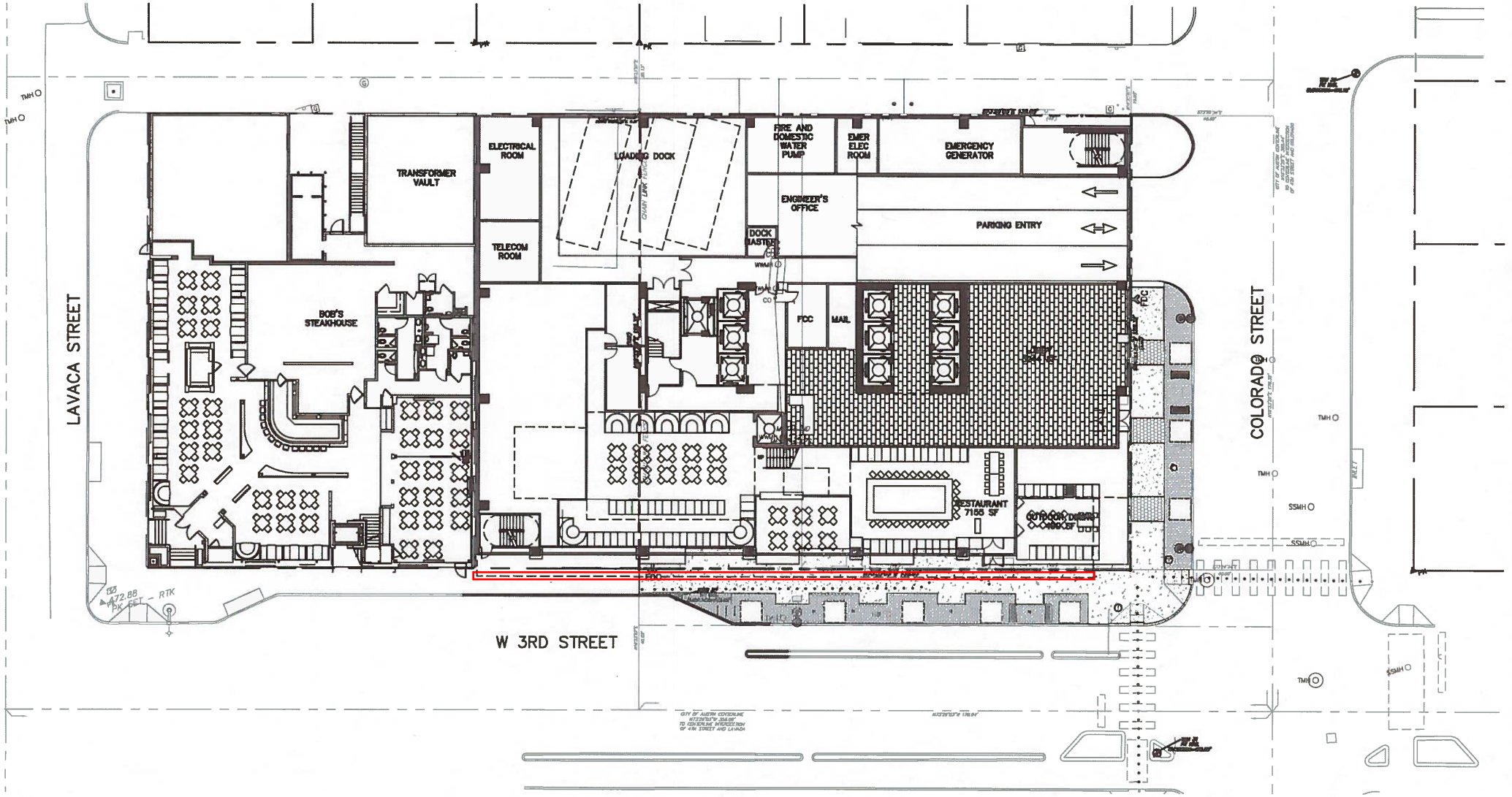
300 COLORADO AERIAL ENCROACHMENT: CM KITCHEN Q&A
September 20, 2018 Council Meeting

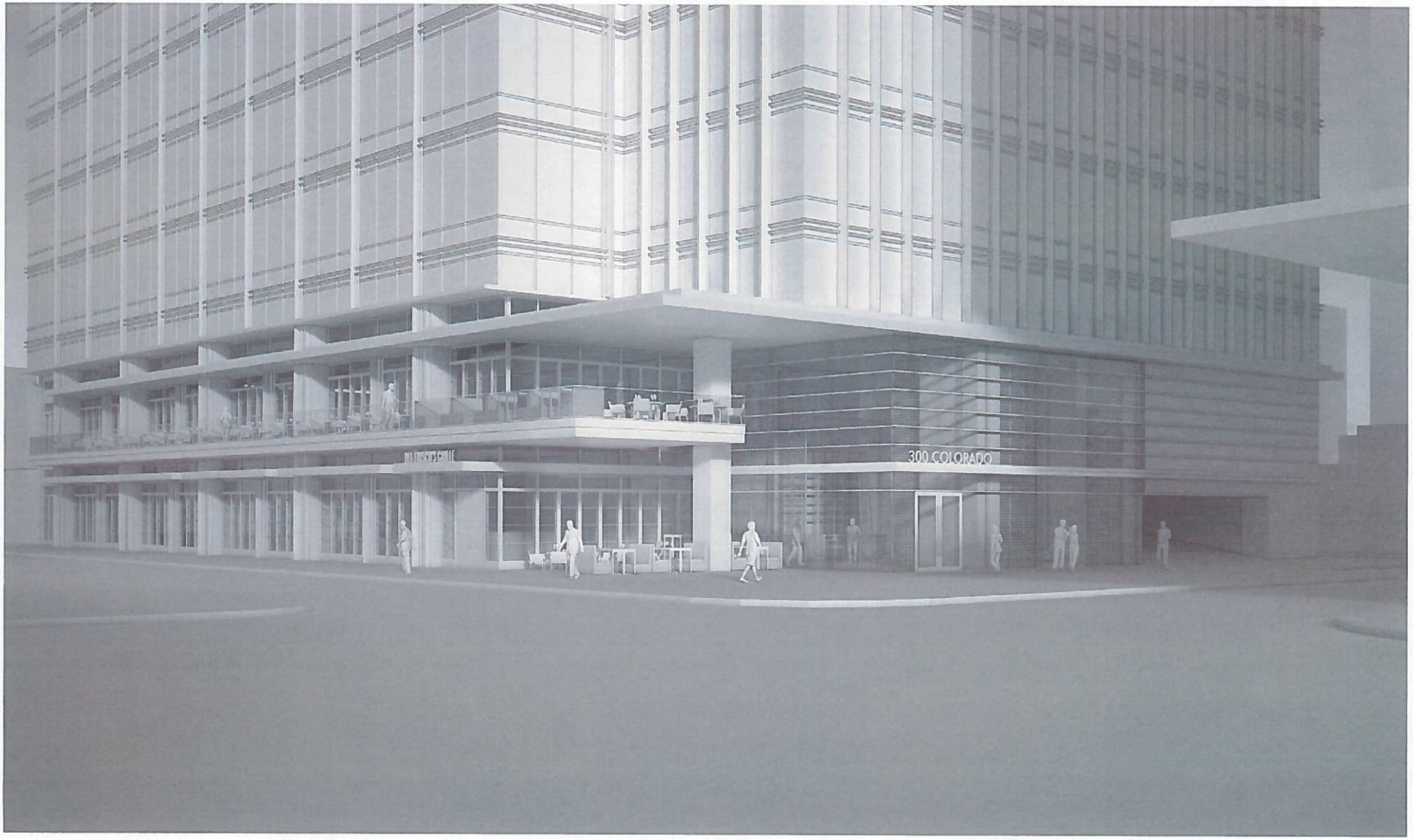
Question:
Aerial Encroachment in right-of-way- Does this occur at 2nd floor level? Single balcony level or multiple? Is it conditioned space or open to weather? Are their images proposed for the façade to better understand the nature of the encroachment?

Answer:
The encroachment occurs at 2nd Floor level (Level 02) – Single balcony along the side of building. It is proposed as an open outdoor seating area for the restaurant. The exhibit below illustrates the encroachment area in section (side elevation) outlined and highlighted in red. The 2nd exhibit below shows the 4 foot encroachment (outlined in yellow) on a building illustration.



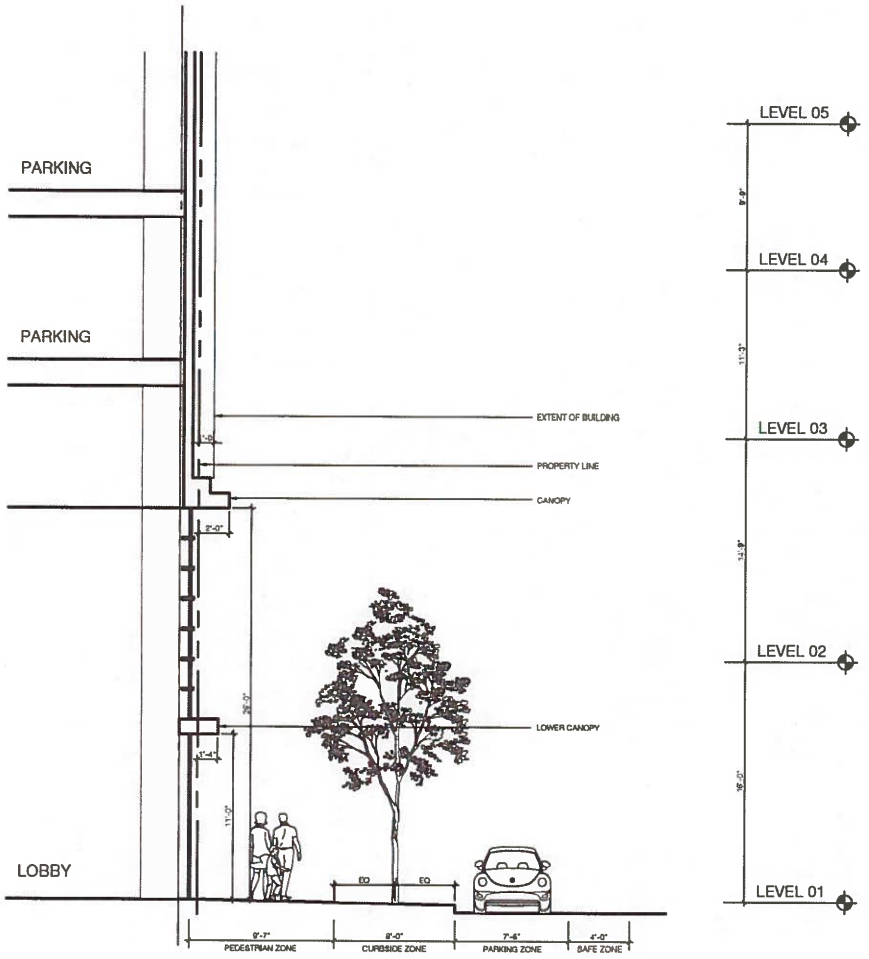



LAVACA STREET
COLORADO STREET
W 3RD STREET
TRANSFORMER VAULT
ELECTRICAL ROOM
TELECOM ROOM
LOADING DOCK
FIRE AND DOMESTIC WATER PUMP
EMER ELEC ROOM
EMERGENCY GENERATOR
ENGINEER'S OFFICE
PARKING ENTRY
DOCK MASTER
BOB'S STEAKHOUSE
FCC
MAIL
RESTAURANT 7155 SF
OUTDOOR DINING
TMH
SSMH
RTK

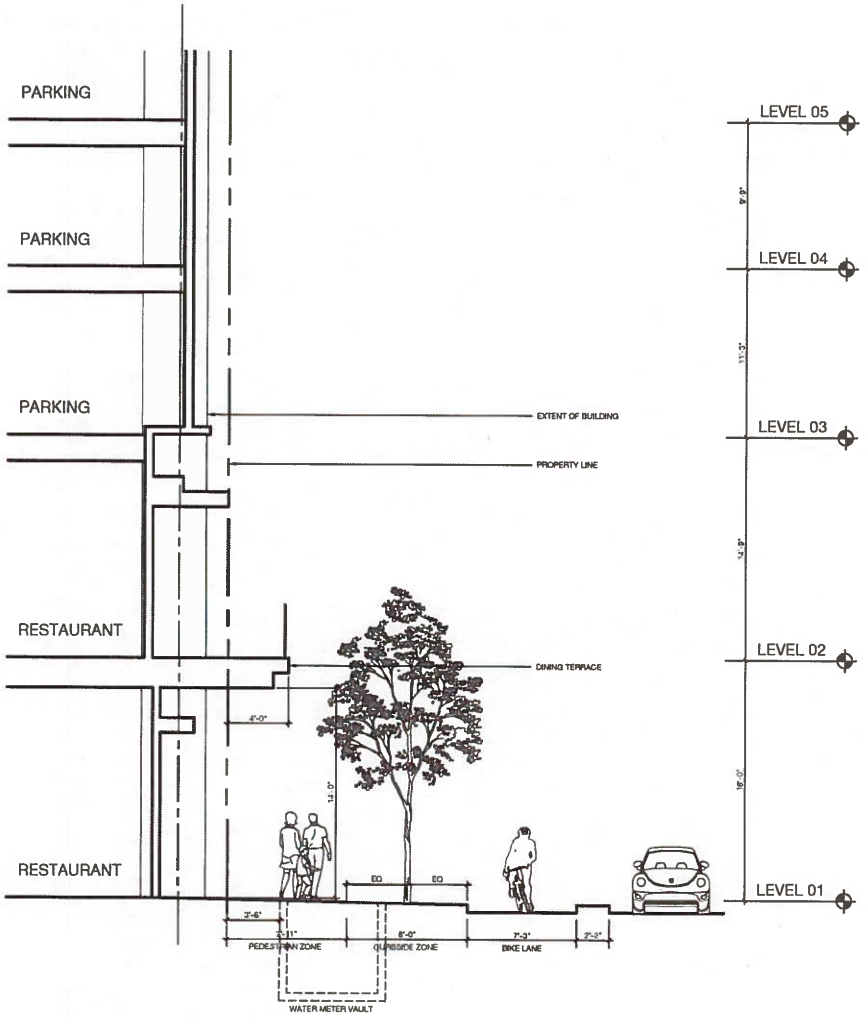

300 COLORADO


2 FOOT ENCROACHMENT


4 FOOT ENCROACHMENT



COLORADO STREET SECTION



THIRD STREET SECTION

File #: 18-3326, **Agenda Item #:** 18. 9/20/2018

Agenda Item

Agenda Item #18: Authorize negotiation and execution of a 36-month lease extension for 5,000 square feet of warehouse space for the Austin Police Department with LGC Techni Center LLC, successor in interest to Technicenter Partners, Ltd., for property located at 6014 Technicenter Dr. Suite 2-201, in an amount not to exceed $129,600.

QUESTION: Is this a lease that has an option for the City to own the facility at the end of the period? Do we have a plan to build or buy a facility that meets the need of this space? Is this a type of needed space that the City will always lease the space instead of buying the space? If so, why?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:

Is this a lease that has an option for the City to own the facility at the end of the period?

No. There is no option for the city to own. This lease is for 5,000 square feet of open space out of a much larger warehouse facility. The only mechanism for the City to obtain use and possession is through a lease. APD is in urgent need of the warehouse space.

Do we have a plan to build or buy a facility that meets the need of this space?

No, at this time there is no plan to build or buy a facility that meets the needs of this space. Staff continues to pursue acquisition options strategically. As the end of the lease term draws closer, Staff will research the feasibility of building or purchasing a facility that meets space needs. APD expressed a strong interest in locating some storage space in another APD owned facility. However, no current space for this function was currently available. APD opted for a shorter term lease with future intentions of locating in an APD owned facility when possible.

Is this a type of needed space that the City will always lease the space instead of buying the space? If so, why?

The City-owned space is always the preferred alternative for a location of City Departments, including the possibility of purchasing new City facilities. Due to immediate need and the difficulty of purchases in the current economic environment, a lease with a competitive market rental is generally the only immediately available option. Also, it is quite challenging to locate a freestanding building with only 5,000 square feet of space. As the City studies its need for warehouse space, the possibility of Departments sharing this type of space is probable.

File #: 18-3327, **Agenda Item #:** 19. 9/20/2018

Agenda Item

Agenda Item #19: Approve an ordinance adopting the Amended and Restated Strategic Partnership Agreement between the City and the Cascades Municipal Utility District (MUD), and annexing the MUD for full-purposes (approximately 136 acres in southern Travis County east of IH-35 South, approximately four-tenths of a mile south of the intersection of IH-35 South and Onion Creek Parkway).

QUESTION: Under the existing Strategic Partnership Agreement is the City legally required to annex this area? Please provide a copy of the existing Strategic Partnership Agreement.Please provide any cost-benefit analysis that was conducted for this annexation request. If annexed, what is the estimated annual revenue to the City associated with this annexation? If annexed, what is the estimated annual cost to the City to provide all municipal services to this area? If annexed, what level of service will this area receive in regards to municipal services compared to other areas of the City?

COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:

1. *Under the existing Strategic Partnership Agreement is the City legally required to annex this area?*

No, the City is not legally required to annex this area, however, full purpose annexation is the most efficient and effective method to dissolve the MUD. Article III of the SPA speaks to the City's rights and obligations regarding full purpose annexation. Section 3.07 states:

> The City may convert all of the remaining land within the District to full purpose annexation status at such time as it determines such conversion to be appropriate, subject to the terms of the Consent Agreement and this SPA, but, except as otherwise provided in the Consent Agreement, in no event sooner than December 31, 2024. In accordance with Sections 43.0751(f)(5) and 43.0751(h), Texas Local Government Code, the District and the City agree that any land within the District which has not been previously annexed by the City for full purposes may be converted to full purpose annexation status on or after December 31, 2024, at the City's sole discretion. This full purpose annexation conversion may be effected by City Council adoption of an ordinance including the area of the District within the full purpose City limits. Except as set out in this SPA, no additional procedural or substantive requirements of State or local annexation law will apply to such annexation or to the annexation ordinance.

2. *Please provide a copy of the existing Strategic Partnership Agreement.*

Attached is a copy of the executed Strategic Partnership Agreement and Consent Agreement as they are related to one another.

3. Please provide any cost-benefit analysis that was conducted for this annexation request.

The attached One Volume Report dated January 30, 2014 provides a staff analysis of the benefits and drawbacks of the Cascades MUD proposal. In addition, the attached Memo to Council from Elaine Hart, Chief Financial Officer, and dated August 6, 2014 provides additional information on the tax implications of the MUD proposal. Estimates in these analyses were based on information provided by the developer regarding proposed future development within the MUD. Today, the area remains undeveloped and details about a new development proposal have not been filed.

4. If annexed, what is the estimated annual revenue to the City associated with this annexation?

The 2018 taxable assessed value for this area is $584,827. The City's recently adopted tax rate for of 44.03 cents per $100 of taxable property value will generate approximately $2,575 in annual ad valorem taxes until the area is developed. Other revenues include user fees such as drainage, transportation, and clean communities and City sales tax as applicable.

5. If annexed, what is the estimated annual cost to the City to provide all municipal services to this area?

This area is currently undeveloped. No capital improvements are required to provide city services to this area.

6. If annexed, what level of service will this area receive in regards to municipal services compared to other areas of the City?

The City will provide full municipal services as described in the attached Service Plan.

COPY

ORIGINAL
FILED FOR RECORD

STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF AUSTIN AND CASCADES MUNICIPAL UTILITY DISTRICT NO. 1

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

This Strategic Partnership Agreement (this "*SPA*") is between the **City of Austin, Texas**, a home-rule municipality located in Travis, Hays, and Williamson Counties, Texas ("*the City*") and **Cascades Municipal Utility District No. 1** (the "*District*"), a political subdivision of the State of Texas created under Chapter 8477, Subtitle F, Title 6, Texas Special District Local Laws Code (the "*Enabling Legislation*") and Chapters 49 and 54 of the Texas Water Code. Onion Associates, Ltd., a Texas limited partnership (the "*Developer*"), has joined in this SPA for the sole purpose of evidencing its consent to the City's annexation of its land, as contemplated by this SPA, and the provisions contained in **Exhibit C-1**. In this SPA, the City and, prior to the Conversion Date, as defined below, the District, and, after the Conversion Date, the Limited District are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*".

RECITALS

A. The District is a municipal utility district that has been created under the Enabling Legislation and currently contains 135.796 acres of land, as more fully described on the attached **Exhibit A** (the "*Land*"). The City has consented to the creation of the District by Ordinance No. 20140807-128 adopted August 7, 2014 (the "*Consent Ordinance*") and under the terms of the Consent Agreement between the City, the District and the Developer dated effective as of August 28, 2014 (the "*Consent Agreement*").

B. The Consent Agreement requires, among other things, that the District negotiate and enter into a strategic partnership agreement with the City setting forth the terms on which the District will continue to exist after the full-purpose annexation of the District by the City. The District desires to comply with that requirement through the approval and execution of this SPA.

C. The Enabling Legislation provides that (i) any agreement between the District and the City related to the City's consent to the creation of the District is valid and enforceable; and (ii) a strategic partnership agreement between the City and the District may provide for a term of any number of years and the term limitation contained in Section 43.0751(g)(2), Texas Local Government Code, does not apply to a limited district created under such a strategic partnership agreement.

D. The City and the District are authorized and desire to enter into this SPA to establish the terms and conditions upon which (i) the City will annex all of the land within the District for limited and full purposes, and (ii) following the full purpose annexation of all of the land within the District, the District will be converted to and operate as a limited district under Section 43.0751, Texas Local Government Code.

E. In accordance with Section 43.0751(d), Texas Local Government Code, the District has conducted two public hearings at which members of the public who wished to present testimony or evidence regarding this SPA were given the opportunity to do so, with the first public hearing being held at 10:00 a.m.. on August 18, 2014, within the boundaries of the District at 11601 South IH 35, and the second public hearing being held at 12 noon on August 25, 2014, at the offices of Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas. Notice of

the public hearings in the format required by Section 43.123(b) and Section 43.0751(d), Texas Local Government Code, was given on or after the 20th date before each public hearing. Following the public hearings, the Board of Directors of the District approved this SPA on August 25, 2014, in an open meeting held in accordance with Chapter 551, Government Code (the "*Texas Open Meetings Act*").

F. In accordance with Section 43.0751(d), Texas Local Government Code, the City has also conducted two public hearings at which members of the public who wished to present testimony or evidence regarding this SPA and the City's annexation of the Land were given the opportunity to do so, with the first public hearing being held at 4:00 pm on August 7, 2014, and the second public hearing being held at 4:00 pm on August 28, 2014, at Travis County Commissioner's Court, 700 Lavaca Street, Austin, TX . Notice of the public hearings in the format required by Sections 43.123(b), 43.0751(d), and 43.063(c), Texas Local Government Code, was given on or after the 20th date before each public hearing. Following the public hearings, the City Council of the City approved this SPA on August 28, 2014, in an open meeting held in accordance with the Texas Open Meetings Act.

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

ARTICLE I.
DEFINITIONS, PURPOSE, AND LEGAL AUTHORITY

Section 1.01. Confirmation of Recitals; Legal Authority.

The City and the District confirm that the recitals set forth above are true and correct, and that this SPA has been duly approved and adopted in accordance with all applicable requirements of Section 43.0751, Texas Local Government Code, and as authorized by the Enabling Legislation. The District confirms and agrees that this SPA relates to the City's consent to the creation of the District, and is valid and enforceable.

Section 1.02. Definitions.

In addition to the terms defined elsewhere in this SPA, when used in this SPA, each of the following terms will have the meaning indicated below:

Board means the Board of Directors of the District or, after the Conversion Date, the Board of Directors of the Limited District.

City Annexation Notice means the notice of the City's intent to annex the District, to be recorded in the Official Public Records of Travis County, Texas attached as **Exhibit B**.

City Council means the City Council of the City.

City Manager means the City Manager of the City or his designee.

Commission means the Texas Commission on Environmental Quality, or its successor agency.

Conversion Date means the date on which all remaining Land is converted from Limited Purpose Annexation status to full purpose annexation status, and the District is converted to the Limited District, subject to Section 3.07 of this SPA.

District means Cascades Municipal Utility District No. 1.

Drainage Facilities means any drainage improvements designed and constructed to serve the Project, or that naturally receive and convey drainage through the Project, including water quality and flood mitigation facilities, storm drain systems, drainage ditches, open waterways, and other related facilities that convey or receive drainage.

Effective Date means August 28, 2014.

Land means the land within the District's boundaries, as those boundaries may be modified from time to time with the consent of the City.

Limited District means Cascades Limited District No. 1, the limited district to be created upon the City's full purpose annexation of all of the Land in accordance with this SPA.

Limited District Facilities means the open space and Recreational Facilities, including the Civic Reserve Community Center described in the Consent Agreement, which will be owned, operated, and maintained by the District prior to the Conversion Date and owned, operated, and maintained by the Limited District after the Conversion Date.

Limited Purpose Annexation means annexation by the City for the limited purposes of planning and zoning, as authorized by Article I, Section 7 of the City's Charter.

Notice means any formal notice or communication given by one Party to this SPA to the other.

OA Amenities means swimming pools, splash pads, community centers and other park and recreational facilities for the Project and any related improvements, land and infrastructure that will be owned, operated and maintained by the Owners Association, as approved by the City Manager, which approval will not be unreasonably withheld, conditioned, or delayed. Drainage Facilities or utility infrastructure, public roads and sidewalks, and other utility or public infrastructure that is owned, operated, and maintained by the District, the City, another governmental entity or a public utility will not constitute OA Amenities.

Owners Association means a Texas nonprofit corporation created by the Developer to, among other things, enforce restrictive covenants and own and operate the OA Amenities.

PDRD Director means the City's Director of Planning and Development Review, or his successor.

Project means the master-planned, mixed use community that includes the District.

Project Area means the additional land which is described in the Consent Agreement and may be added to the Land and annexed into the District, subject to the requirements of the Consent Agreement and this SPA.

Reclaimed Water means domestic or municipal wastewater which has been treated to a quality suitable for a Type I Reclaimed Water Use pursuant to the requirements of the Commission under 30 Texas Administrative Code Chapter 210, and any other applicable regulatory entities with jurisdiction.

Recreational Facilities means parks, landscaping, parkways, greenbelts, sidewalks, trails, public right-of-way beautification projects, and recreational equipment and facilities, including

associated street and security lighting that will be owned, operated and maintained by the District before and by the Limited District after the full purpose annexation of the Land.

Service Plan means the service plan attached as **Exhibit C** which specifies the municipal services to be provided by the City after the City's full annexation of land within the District.

SPA means this Strategic Partnership Agreement between the City and the District.

Type I Reclaimed Water Use means the use of Reclaimed Water where contact between humans and the Reclaimed Water is likely.

Water and Wastewater Facilities means any water or wastewater improvements, including Reclaimed Water improvements, or undivided interests in such improvements, designed and constructed to serve the District, which, upon the Conversion Date, are under construction or have been completed but have not been conveyed to the City for ownership, operation, and maintenance.

Section 1.03. Purpose of SPA.

The purpose of this SPA is to set forth the terms of and conditions of Limited Purpose Annexation and full purpose annexation of the Land by the City, and the terms on which the District will continue to exist as the Limited District after the full purpose annexation of the Land by the City.

Section 1.04. Election

The District agrees to conduct an election on a proposition to authorize the Limited District to levy an operations and maintenance tax, as authorized by Section 49.107, Texas Water Code, to provide funds to operate the Limited District and to operate and maintain the facilities of the Limited District following the Conversion Date. The District agrees that it may not issue bonds until such time as this proposition has been submitted to and approved by the voters within the District.

Section 1.05. Effective Date of SPA; Recordation of SPA; Binding Effect; Applicable to Property Added to the District in the Future.

This SPA will become effective on the Effective Date. On the Effective Date, the City will record this SPA in the Official Public Records of Travis County, Texas, and the terms of this SPA will constitute covenants running with the land comprising the Land and will become binding on each current and future owner of any land included within the Land. If, in the future, additional property is annexed to the District, then, upon the effective date of such annexation, the terms of this SPA will become applicable to that additional property in the same manner and to the same extent as if the additional property had originally been included within the Land.

Section 1.06. Notices.

As required by the Enabling Legislation, the City has filed a notice in the Official Public Records of Travis County, Texas describing the City's intention to annex the District and the anticipated dates of the City's annexation of the District for limited and full purposes, a copy of which is attached as **Exhibit B**. The District agrees that a reference to this SPA, as recorded in the Official Public Records of Travis County, Texas in accordance with Section 1.05 of this SPA, and the information contained in the City's Annexation Notice will be attached as an addendum to the Notice to Purchaser form issued by the District under Sections 49.452 and 49.453, Texas

Water Code, and incorporated into the Information Form recorded by the District under Section 49.455, Texas Water Code.

ARTICLE II.
LIMITED PURPOSE ANNEXATION

Section 2.01. Current Status.

The Land is currently located within the extraterritorial jurisdiction of the City, in Travis County, Texas.

Section 2.02. Developer's Consent to Limited Purpose Annexation.

The Developer has consented to the City's Limited Purpose Annexation of the Land and the portions of the Project Area owned by it, either now or in the future, as provided in **Exhibit D**.

Section 2.03. Limited Purpose Annexation.

The District and the City agree that, in accordance with Sections 43.0751(f) and 43.0751(q) of the Texas Local Government Code, Limited Purpose Annexation of land within the District's boundaries, as those boundaries may be modified from time to time with the consent of the City, may be effected by City Council adoption of an ordinance including the land within the City's limited purpose jurisdiction. Except as set out in this SPA, no additional procedural or substantive requirements of State or local annexation law will apply to such annexation or the annexation ordinance.

Section 2.04. Continued Existence of the District Following Limited Purpose Annexation.

Following the City's Limited Purpose Annexation, the District will continue to exist and to have and exercise all of its powers under the Enabling Legislation and the general laws of the State, including the power to levy and collect an ad valorem tax on the Land, and will continue to provide all services which the District has been created and is authorized to provide, subject only to the terms of the Consent Agreement and this SPA. The District agrees that it will not enforce restrictive covenants nor own, operate, or maintain any OA Amenities.

Section 2.05. Rights of District Residents upon Limited Purpose Annexation.

As provided in Article 1, Section 7 of the City's Charter, upon the Limited Purpose Annexation of the District, (a) any resident of that portion of the District annexed for limited purposes will be deemed to be a citizen of the City and be entitled to vote in City elections on every issue where the question before the electorate is the election or recall of a City Council member, or the amendment of the City's Charter; (b) no resident of that portion of the District annexed for limited purposes will be eligible to run for office in the City prior to full purpose annexation; and (c) any resident of that portion of the District annexed for limited purposes will be deemed to be a citizen of the City in connection with ordinances, rules, or regulations which are applicable to the citizen by virtue of the Limited Purpose Annexation.

ARTICLE III.
FULL PURPOSE ANNEXATION

Section 3.01. Full Purpose Annexation.

When any portion of the Land then located within the City's limited purpose jurisdiction is converted to full purpose annexation status in accordance with this SPA and as provided by 43.0751, Texas Local Government Code, the conversion may be effected by City Council adoption of an ordinance including the land in question within the full purpose city limits. Except as set out in this SPA, no additional procedural or substantive requirements of State or local annexation law will apply to such annexation or to the annexation ordinance.

Section 3.02. Consent Agreement.

The Consent Agreement, to the extent that it is not inconsistent with the provision of this SPA, will remain in full force until, and will expire upon, the Conversion Date.

Section 3.03. Service Plan.

Following the Conversion Date, the City will provide additional municipal services within the District in accordance with the Service Plan attached as **Exhibit C**, which will be the Service Plan for the District. The City will not assume any obligation or be required to provide any services relating to the Limited District Facilities or OA Amenities. The District affirms that the Service Plan is sufficient, and no further negotiations or public hearings are required for the adoption of the Service Plan. All services and obligations relating to the Limited District Facilities will be assumed and provided by the Limited District following the Conversion Date. The District agrees that it will not contest the Service Plan, which the City and the District agree will be effective for a period of ten years from the Conversion Date.

Section 3.04. Authority of the City Upon Full Purpose Annexation.

Upon the Conversion Date, the City will have all of the authority and power within the Land that the City has in all other areas within the City's incorporated city limits, including the power to levy and collect ad valorem property taxes and sales taxes.

Section 3.05. Rights of District Residents upon Full Purpose Annexation.

Following the Conversion Date, the residents of the Land will be citizens of the City for all purposes and will have all of the rights, privileges, and responsibilities accorded to citizens residing in all other areas within the City's incorporated city limits.

Section 3.06. Post-annexation Surcharge.

The District agrees that, following the Conversion Date, the City may charge and collect a special surcharge on the water and sewer rates charged within the Land for the purpose of wholly or partially compensating the City for its assumption of the debt obligations of the District as provided in this SPA, as authorized by Section 54.016(h), Texas Water Code, and as more fully described in the Consent Agreement.

Section 3.07. Conversion of Remaining Land to Full Purpose Annexation Status.

The City may convert all of the remaining land within the District to full purpose annexation status at such time as it determines such conversion to be appropriate, subject to the terms of the Consent Agreement and this SPA, but, except as otherwise provided in the Consent Agreement, in no event sooner than December 31, 2024. In accordance with Sections 43.0751(f)(5) and 43.0751(h), Texas Local Government Code, the District and the City agree that any land within the District which has not been previously annexed by the City for full purposes

may be converted to full purpose annexation status on or after December 31, 2024, at the City's sole discretion. This full purpose annexation conversion may be effected by City Council adoption of an ordinance including the area of the District within the full purpose City limits. Except as set out in this SPA, no additional procedural or substantive requirements of State or local annexation law will apply to such annexation or to the annexation ordinance.

The Developer has executed and delivered the Consent and Waiver attached to this SPA as **Exhibit D** to evidence its consent to the annexations contemplated by this SPA, and its waiver of Sections 43.035, 43.071(e)(1)(b), 43.121(b)(2) and 43.127, Texas Local Government Code.

Section 3.08 Water Conservation.

The Limited District will comply with the City's Water Conservation Ordinance, as amended from time to time.

Section 3.09 Ownership, Operation and Maintenance of Recreational Facilities.

The Limited District will not accept the conveyance of any OA Amenities and will not convey or transfer any Recreational Facilities to the Owners Association without the approval of the City. The Limited District will operate and maintain the Recreational Facilities conveyed to it in a good state of repair and in a manner so as not to create a nuisance or danger to the public health and safety. The City will have no obligation to operate or maintain the Recreational Facilities owned and operated by the Limited District.

ARTICLE IV.
DISTRICT ASSETS, LIABILITIES, AND OBLIGATIONS

Section 4.01. District Tax Rate for Year of Full Purpose Annexation

The District agrees to establish a tax rate for the year of full purpose annexation sufficient to meet its historical operations expenses and its debt service obligations; to timely report its tax rate to the District's tax assessor/collector; to take all other actions required by law for its tax rate to be effective; and to use good faith efforts to cause its tax assessor/collector to collect its tax revenues as they become due.

Section 4.02. Assumption of the District's Outstanding Obligations, Liabilities, and Assets Upon Full Purpose Annexation.

Upon the Conversion Date:

(a) The Limited District Facilities will become the property of the Limited District and the Limited District will thereafter own, operate, and maintain the Limited District Facilities.

(b) The City will assume all of the District's other outstanding obligations, indebtedness, liabilities, and assets, including all obligations on or related to the District's outstanding bonds.

(c) All funds in the District's debt service account will be transferred to the City and will be applied by the City to the debt service on the District's bonds.

(d) All funds in the District's general operating accounts will become the property of and be transferred to the Limited District.

(e) As tax revenues for the year of full purpose annexation are collected, the portion allocable to debt service will be paid to the City and the portion allocable to operations and maintenance will be transferred to the Limited District.

Section 4.03. Limited District Contracts.

On the Conversion Date, any contracts between the District and any governmental entity or private service provider which relate to the Limited District Facilities and/or the functions to be performed by the Limited District will be assumed by the Limited District. On the Conversion Date, any contracts or agreements between the District and any governmental entity or private service provider which relate to any functions of the District that will be assumed and performed by the City will be assumed by the City. Without the prior approval of the City Manager or his designee, which approval will not be unreasonably withheld, conditioned, or delayed, the District will not enter any contracts that extend beyond the Conversion Date that (a) require the payment of a fee for their termination, or (b) are not terminable upon 60 days' notice or less. The prohibition contained in the preceding subsection (b) will not apply to District contracts with utility providers or District contracts that will be assumed by the Limited District after full purpose annexation.

Section 4.04. Reimbursement of Developer Upon Full Purpose Annexation.

If, on the Conversion Date, any developer is entitled to receive reimbursement from the District for costs and expenses, including costs of construction, which are eligible for reimbursement under the rules of the Commission, but the District has not issued bonds for such reimbursement, the developer will, upon conveyance of any related facilities, interests in facilities, and associated rights to the City, free and clear of any liens, claims, or encumbrances, be entitled to reimbursement from the City as provided in Section 43.0715, Texas Local Government Code, as modified by the terms of the developer's reimbursement agreement with the District, consistent with Section 10.15 of the Consent Agreement.

Section 4.05. Transfer of Certain Easements and Real Property to City.

Within 90 days after the Conversion Date, the District will convey to the City, at no cost to the City, any real property and/or easements owned or held by the District which contain Water and Wastewater Facilities that are to be transferred to the City in accordance with this SPA. All conveyances will be by appropriate instrument, acceptable in form and substance to the City and the District. If any necessary transfer of title is not accomplished, for any reason, by the Conversion Date, the District agrees that the City will be authorized to finalize such conveyances as the District's successor-in-interest, and the Limited District will cooperate with the City to conclude any such transfer.

ARTICLE V.
LIMITED DISTRICT

Section 5.01. Conversion of District to Limited District; Term of Limited District.

Upon the Conversion Date, the District will be converted to the Limited District, and will thereafter be known as Cascades Limited District No. 1. In accordance with the Enabling Legislation, the Limited District will continue to exist in perpetuity, unless and until the City and

the Limited District mutually agree to terminate this SPA and dissolve the Limited District or this SPA is terminated and the Limited District is dissolved by the City as provided in this SPA.

Section 5.02. Limited District Functions.

Following the Conversion Date, the Limited District will own, operate and maintain the Limited District Facilities and will have all powers necessary to do so, including all powers reasonably inferable to provide services related to the Limited District Facilities or to comply with the requirements of State law or this SPA which are applicable to the Limited District. The Limited District will not, however, have any powers which are not expressly set forth in this SPA, reasonably necessary to exercise the powers and provide the services set forth herein, or otherwise approved by the City. If the Limited District exercises or attempts, by formal Board action, to exercise any power not authorized by this SPA or otherwise approved by the City, the City will have the right to seek a writ of mandamus, prohibiting the Limited District from exercising or attempting to exercise any such power.

Section 5.03. Limited District Information to be Provided to City.

(a) The Limited District will provide the PDRD Director with a copy of the agenda for each meeting of its Board concurrently with the posting of the agenda at the Travis County Courthouse. The Limited District will also provide the PDRD Director with a copy of the minutes of all meetings of the Limited District's Board within five business days of the date of approval of such minutes.

(b) The Limited District will file a copy of its approved budget for each fiscal year with the PDRD Director within 30 days after approval by the Limited District's Board.

(c) The Limited District will obtain an annual audit, prepared by an independent certified public accountant, and will file a copy of its annual audit with the PDRD Director within 30 days after approval by the Limited District's Board.

Section 5.04. No City Liability for Limited District Operations.

The City will not be liable for any claims or causes of action which arise out of, or result from, the Limited District's ownership, operation or maintenance of the Limited District Facilities, nor will the City be liable for any claims or causes of action arising out of or resulting from the Limited District's operations, maintenance or other activities on any property owned by the City. To the extent authorized by law, the Limited District will indemnify, defend, and hold harmless the City from any claims, demands, actions, and causes of action whatsoever arising out of or resulting from the Limited District's maintenance, operation, or ownership of the Limited District Facilities, the Limited District's performance of its functions described in this SPA, or the Limited District's maintenance, operations, or other activities on any property owned by the City. The Limited District agrees to cause the City to be added as an additional insured on its general liability insurance, which the Limited District agrees to obtain and maintain in full force and effect for each year of its existence.

Section 5.05. Bonds and Indebtedness of Limited District.

The Limited District may not issue bonds or notes for any purpose without the prior written consent of the City. The Limited District may not incur indebtedness or enter into lease agreements other than in connection with the normal functions and operations of the Limited District, for the operation, maintenance and repair of the Limited District Facilities, or for other purposes authorized in this SPA.

Section 5.06. Limitations on Employment Obligations.

The Limited District will not, without the prior written approval of the City, enter into any contracts for employment that will result in a contractual obligation binding on the City after the date of dissolution of the Limited District.

Section 5.07. Limitation on Limited District Facilities and Related Debt.

After the Conversion Date, the Limited District may not acquire, purchase, construct, or lease additional Limited District Facilities, expand any existing Limited District Facilities, or incur debt, liabilities, or obligations to construct additional Limited District Facilities, other than Limited District Facilities which are provided for under the Consent Agreement or any Planned Unit Development approved by the City which have not been completed as of the Conversion Date, without the prior approval of the City, which approval will not be unreasonably withheld, conditioned, or delayed. Nothing in this SPA will be deemed or construed to prohibit the Limited District from repairing or replacing any Limited District Facilities, or from modifying or upgrading any Limited District Facilities as may be required by applicable law or a regulation of any governmental entity with jurisdiction, or from accepting property contemplated to be conveyed to the District under the Consent Agreement or any Planned Unit Development approved by the City.

Section 5.08. Restrictive Covenants.

The Limited District may not, without the prior written approval of the City, impose any restrictive covenants on property owned by the Limited District, other than restrictive covenants required by the Consent Agreement or otherwise required or approved by the City. All restrictive covenants imposed by the Limited District on its property will be submitted to the PDRD Director and will be subject to his or her review and approval prior to execution and recordation, which approval will not be unreasonably withheld, conditioned, or delayed.

Section 5.09. Dissolution of the Limited District.

If, in any year, the Limited District fails to levy an operation and maintenance tax sufficient to perform its duties and functions as provided in this SPA, the Limited District may be unilaterally dissolved by the City, and no consent of the Limited District or any property owner in the Limited District will be required. Upon the adoption of a resolution by City Council dissolving the Limited District under this Section, the City will assume all obligations, liabilities, indebtedness, and assets of the Limited District. The Board of Directors of the Limited District will cooperate with the City to ensure an orderly transition, and will execute any documents necessary to transfer the assets, obligations, indebtedness and liability of the Limited District to the City in a manner reasonably acceptable to the City Attorney. If any transfer has not been completed for any reason by the dissolution date, the Limited District agrees that the City will be authorized to finalize such conveyances as the District's successor-in-interest.

ARTICLE VI.
DEFAULT AND REMEDIES FOR DEFAULT

Section 6.01. Notice of Default; Opportunity to Cure.

If a Party defaults in the performance of any obligation under this SPA, the nondefaulting Party may give written notice to the other Party, specifying the alleged event of default and extending to the defaulting Party 30 days from the date of the notice in order to cure the default complained of or, if the curative action cannot reasonably be completed within 30 days, 30 days

to commence the curative action and a reasonable additional period to diligently pursue the curative action to completion.

Section 6.02. Dispute Resolution.

If any default is not cured within the curative period specified in Section 6.01, the Parties agree to use good faith, reasonable efforts to resolve any dispute among them by agreement, including engaging in mediation or other non-binding alternative dispute resolution methods, before initiating any lawsuit to enforce their respective rights under this SPA. The Parties will share the costs of any mediation or arbitration equally. The Parties further agree that the City is not obligated to resolve any dispute based on an arbitration decision under this SPA if the arbitration decision compromises the City's sovereign immunity.

Section 6.03. Other Legal or Equitable Remedies.

If the Parties are unable to resolve their dispute through mediation or arbitration, the nondefaulting Party will have the right to enforce the terms and provisions of this SPA by a suit seeking specific performance or such other legal or equitable relief as to which the nondefaulting Party may be entitled. Any remedy or relief described in this SPA will be cumulative of, and in addition to, any other remedies and relief available to such Party. The Parties acknowledge that the City's remedies will include the right, in the City's sole discretion, to terminate this Agreement and dissolve the Limited District.

Section 6.04. Reservation of Rights.

To the extent not inconsistent with this SPA, each Party reserves all rights, privileges and immunities under applicable law.

Section 6.05. Applicable Laws; Waiver of Sovereign Immunity Relating to Claims by the City.

Except as expressly set forth in this SPA, this SPA is not intended to waive or limit the applicability of laws, regulations and ordinances applicable to the District or the Limited District, nor does it waive the jurisdiction or sovereignty of any governmental body. Upon the issuance of bonds by the District, the District and the Limited District will be deemed to have waived sovereign immunity in connection with any suit by the City for the purpose of adjudicating a claim for breach of this SPA, as provided in the Enabling Legislation.

Section 6.06. Changes in Law Affecting the Rights of the City.

(a) The City may terminate this SPA, or seek any other remedy, on 30 days' written notice to the District or, after the Conversion Date, the Limited District, if, during the term of this SPA, the District or the Limited District directly sponsors, requests, lobbies for, or secures the adoption of state or federal legislation that impairs, undermines, restricts, eliminates, or otherwise adversely affects the rights of the City under this SPA.

(b) Notwithstanding Subsection (a), the District or Limited District's tender of comments or analyses with regard to proposed legislation or rules of a government agency affecting this SPA will not give rise to a right of the City to terminate this SPA pursuant to this Section.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

Section 7.01. Effective Date; Counterparts.

This SPA may be executed in multiple counterparts. The District and the Developer each agree that, upon its execution of this SPA, it will be bound by this SPA; however, the obligations of the District and the Developer under this SPA are subject to the condition that the City execute this SPA and deliver a fully executed original to each of the District and the Developer on or before 5:00 p.m. on August 31, 2014, and to the approval of this SPA by the voters within the District as provided in Section 1.04.

Section 7.02. Entire Agreement.

There are no agreements, oral or written, between the Parties which are in conflict with this SPA. This SPA and the Consent Agreement, together with all attachments, constitute the entire agreement between the Parties with respect to the annexation of the District. Except as expressly provided by this SPA and the Consent Agreement, no representations or agreements other than those specifically included in this SPA and the Consent Agreement will be binding on the City, the Developer or the District.

Section 7.03. Notice.

Any Notice may be given by: (i) delivering the Notice to the Party to be notified; (ii) depositing the Notice in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the Party to be notified; or (iii) sending the Notice by telecopier or electronic mail, with confirming copy sent by hand delivery or by certified mail to the Party to be notified. Notice deposited in the United States mail in the manner described above will be deemed effective on the earlier of (i) the date of actual receipt or (ii) three days after the date of its deposit in the mail. Notice given in any other manner will be effective only if and when received by the Party to be notified. For purposes of Notice, the addresses of the Parties will, until changed as provided in this section, be as follows:

City of Austin:	City Manager City of Austin P.O. Box 1088 Austin, Texas 7867 Fax: (512) 974-2833
with required copy to:	City Attorney City of Austin P.O. Box 1088 Austin, Texas 78767 Fax: (512) 974-2894
District or Limited District:	Cascades Municipal Utility District No. 1 c/o Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701 Fax: (512) 435-2360
with required copy to:	Onion Associates, Ltd. 2110-A Boca Raton Dr., Ste. 205 Austin, Texas 78747

A Party may change its address for purpose of Notice by providing Notice of the new address to the other Party in accordance with this Section.

Section 7.04. Time.

Time is of the essence in all matters pertaining to the performance of this SPA. If any date or period provided in this SPA ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the first business day following the Saturday, Sunday, or legal holiday.

Section 7.05. Waiver.

Any failure by a Party to this SPA to insist upon strict performance by another Party of any provision of this SPA will not be deemed a waiver of that provision or any other provision of this SPA and a Party will have the right at any time to insist upon strict performance of all of the provisions of this SPA.

Section 7.06. Applicable Law and Venue.

The construction and validity of this SPA will be governed by the laws of the State of Texas (without regard to conflict of law principles). Venue will be in Travis County, Texas.

Section 7.07. Incorporation of Exhibits by Reference.

The following exhibits are attached to this SPA, and are incorporated into this SPA by reference:

Exhibit A	-	The Land
Exhibit B		City's Annexation Notice
Exhibit C	-	Service Plan
Exhibit C-1	-	Addendum to City of Austin Service Plan
Exhibit D	-	Property Owner's consent to Limited Purpose and Full Purpose annexation; consent to Service Plan and waiver of Sections 43.035, 43.071(e)(1)(b), 43.121(b)(2) and 43.127, Texas Local Government Code

Section 7.08. Assignability, Successors, and Assigns.

This SPA will not be assignable by the District or the City without the prior written consent of the City Council and the Board of the District prior the Conversion Date or the Board of the Limited District after the Conversion Date. This SPA will be binding upon and inure to the benefit of the Parties and their respective representatives, successors and permitted assigns.

Section 7.09. Amendment.

This SPA may only be amended in writing upon the approval of the City Council and the Board of the District prior to the Conversion Date or the Board of the Limited District after the Conversion Date.

Section 7.10. Further Documents and Acts.

Each of the Parties agrees that, following the Effective Date, it will, upon the request of any other Party, execute such further documents and do such further acts and things as may reasonably be necessary to effectuate the terms of this SPA.

Section 7.11. Conflict.

This SPA and the Consent Agreement are intended to be harmonious and consistent with each other and, to the extent of any potential conflict, the Parties agree that the Consent Agreement and this SPA will, to the extent possible, be read and interpreted in a manner that resolves any such potential conflict and effects the intent of the Parties in connection with the other agreement. If there is a conflict between the Consent Agreement and this SPA which cannot be resolved, the terms of this SPA will control.

DISTRICT:

CASCADES MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
George Roman, President
Board of Directors

Date: 8/25/2014

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me the undersigned notary on 25th August 2014 personally appeared George Roman, President of the Board of Directors of Cascades Municipal Utility District No. 1, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration stated in the instrument.

Given under my hand and seal of office.

[seal]

_____
Notary Public, State of Texas

SUE BROOKS LITTLEFIELD
NOTARY PUBLIC
State of Texas
Comm. Exp. 05-24-2018

ATTEST:

By: _____
Allen Gallia, Secretary
Board of Directors

Date: 8/25/2014

CITY:

CITY OF AUSTIN, TEXAS

By: Sue Edwards
Name: Sue Edwards
Title: Assistant City Manager
Date: 8/29/2014

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me the undersigned notary on 29 August 2014 personally appeared Sue Edwards, Assistant City Manager of the City of Austin, Texas, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration stated in the instrument.

Given under my hand and seal of office.

[seal]

JESSICA CORONADO
Notary Public, State of Texas
My Commission expires
January 22, 2017

Notary Public, State of Texas

APPROVED AS TO FORM:

By:
Name: James M. Williams, Sr.
Title: Assistant City Attorney

EXECUTED SOLELY FOR PURPOSES OF EVIDENCING ITS CONSENT TO THE CITY'S ANNEXATION OF ITS LAND, AS DESCRIBED IN THIS SPA, AND THE PROVISIONS CONTAINED IN EXHIBIT C-1.

DEVELOPER:

Onion Associates, Ltd., a Texas limited partnership

By: Onion ASGP, Inc., a Texas corporation, its General Partner

By: _____
Marc Knutsen, President

Date: 8/27/2014

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me the undersigned notary on 27 August 2014 personally appeared Marc Knutsen, President of Onion ASGP, Inc., a Texas corporation and general partner of Onion Associates, Ltd., a Texas limited partnership, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration stated in the instrument.

Given under my hand and seal of office.

[seal] CHRISTY TRAHAN NOTARY PUBLIC State of Texas Comm. Exp. 03-11-2018

_____
Notary Public, State of Texas

EXHIBIT A
The Land

135.796 ACRES, OUT OF THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS BEING ALL OF THAT 223.68 ACRES OUT OF THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS AND BEING ALL OF A CALLED 117.188 ACRE TRACT, ALL OF A CALLED 2.273 ACRE TRACT, ALL OF A CALLED 87.884 ACRE TRACT, ALL A OF CALLED 8.17 ACRE TRACT ALL DESCRIBED IN CORRECTION JOINT PARTNERSHIP CONTRIBUTION GENERAL WARRANTY DEED TO ONION ASSOCIATES, LTD RECORDED IN DOCUMENT NO. 2006236625, ALL OF A CALLED 1.9965 ACRE TRACT DESCRIBED IN DOC. NO. 2006146663 ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND 6.038 ACRE TRACT OUT OF LOT 1, ST. ALBIN'S ADDITION A SUBDIVISION OF RECORD IN CABINET 86, SLIDE 88C OF THE PLAT RECORD OF TRAVIS COUNTY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with cap marked "LANDESIGN" set in the existing east right-of-way line of Interstate Highway 35 (IH 35) (400' right-of-way width), in the west line of said Lot 1 and in the east line of a called 14.771 acre tract described in deed to the State of Texas for right-of-way recorded in Volume 1608, Page 170 of the D.R.T.C.T.;

THENCE North 17°32'12" East 1714.84 feet with the west line of said Lot 1, the west line of said 1.9965 acres and the east line of said 87.884 acres and the existing east right-of-way line of IH 35 to a calculated point in the center of Onion Creek at the northwest corner of the 87.884 acres and the southwest corner of Lot A, Onion Creek Section 1-B, a subdivision of record in Book 79, Page 313 of the Plat Records of Travis County, Texas;

THENCE South 75°57'21" East 450.62 feet with the centerline of Onion Creek, the north line of the 87.884 acres, the south line of said Lot A, and the south line of Lot B, Onion Creek Section 1-C, a subdivision of record in Book 79, Page 311 of the Plat Records of Travis County, Texas to a calculated point;

THENCE South 77°12'21" East 334.57 feet with the centerline of Onion Creek, the north line of the 87.884 acres, the south line of said Lot B, the south line of Lot C, Onion Creek Section 1-D, a subdivision of record in Book 79, Page 309 of the Plat Records of Travis County, Texas, and the south line of a remainder of a called 960 acre tract described in deed to Onion Creek Development Company recorded in Volume 9111, Page 262 of the D.R.T.C.T. to a calculated point;

THENCE with the centerline of Onion Creek, the north line of the 87.884 acres, and the south line of said remainder of 960 acres the following eight (8) courses:

1. South 59°56'55" East 220.25 feet to a calculated point;
2. South 75°15'28" East 402.24 feet to a calculated point;
3. South 79°40'28" East 357.17 feet to a calculated point;
4. South 42°47'28" East 114.70 feet to a calculated point;
5. South 60°30'58" East 308.12 feet to a calculated point;
6. South 03°38'28" East 131.00 feet to a calculated point;
7. South 27°58'28" East 206.00 feet to a calculated point;
8. South 56°44'22" East 249.40 feet to a calculated point at the northeast corner of the 87.884 acres and the northwest corner of said 117.188 acres;

THENCE with the centerline of Onion Creek, the north line of the 117.188 acres, and the south line of said remainder of 960 acres the following four (4) courses:

1. South 61°45'03" East 450.70 feet to a calculated point;
2. South 53°04'03" East 251.84 feet to a calculated point;
3. South 45°15'03" East 186.54 feet to a calculated point;
4. South 65°01'55 East 50.33 feet to a calculated point at the northeast corner of the 117.188 acres and the northwest corner of a called 64 acre tract described as First Tract in deed to Richard D. Spillman recorded in Volume 6287, Page 218 of the D.R.T.C.T.;

THENCE South 27°48'54" West, passing a capped iron rod stamped "RPLS 4091" at 58.94 feet and continuing a total distance of 838.63 feet with the east line of the 117.188 acres and the west line of the 64 acres to a to a 1/2" iron rod found;
THENCE South 27°33'39" West 498.18 feet continuing with the east line of the 117.188 acres and the west line of the 64 acres to a 7/8" iron rod found at the southwest corner of the 64 acres;
THENCE South 74°32'31" East 1128.82 feet with the north line of the 117.188 acres and the south line of the 64 acres to a 5/8" iron rod found at the northwest corner of a called 24.60 acre tract described in said deed to Richard D. Spillman recorded in Volume 6287, Page 218 of the D.R.T.C.T.;
THENCE South 27°34'11" West 2048.99 feet with the east line of the 117.188 acres and the west line of the 24.60 acres to a 1/2" iron rod found at the southeast corner of the 117.188 acres, the southwest corner of the 24.60 acres, and in the north line of a called 30 acre tract described as part of the Fifth Tract in said deed to Richard D. Spillman recorded in Volume 6287, Page 218 of the D.R.T.C.T.;
THENCE North 62°29'14" West 1103.84 feet with the south line of the 117.188 acres and the north line of the 30 acres to a 1/2" iron rod found at the northwest corner of the 30 acres and the

northeast corner of a called 30.5 acre tract described as part of the Fifth Tract in said deed to Richard D. Spillman recorded in Volume 6287, Page 218 of the D.R.T.C.T.;

THENCE North 65°21'21" West 458.13 feet with the south line of the 117.188 acres and the north line of the 30.5 acres to a 1/2" iron rod found;

THENCE North 65°40'34" West 449.66 feet continuing with the south line of the 117.188 acres and the north line of the 30.5 acres to a 1/2" iron rod with cap stamped "LANDESIGN" found at the southwest corner of the 117.188 acres and the southeast corner of a called 27 acre tract described as part of the Fifth Tract in said deed to Richard D. Spillman recorded in Volume 6287, Page 218 of the D.R.T.C.T.;

THENCE North 27°19'41" East 1665.86 feet with the west line of the 117.188 acres and the east line of the 27 acres to a 60-d found in a hackberry tree;

THENCE North 27°22'02" East 188.61 feet with the west line of the 117.188 acres and the east line of the 27 acres to a 1/2" iron rod found;

THENCE North 25°45'46" East 233.22 feet continuing with the west line of the 117.188 acres and the east line of the 27 acres to a 1/2" iron rod found at the southwest corner of the 87.884 acres and the northeast corner of a the 27 acres;

THENCE North 74°02'03" West 712.31 feet with the south line of the 87.884 acres and the north line of the 27 acres to a 1/2" iron rod with cap stamped "LANDESIGN" set;

THENCE North 73°53'51" West 10.10 feet with the south line of the 87.884 acres and the north line of the 27 acres to a 1/2" iron rod with cap stamped "LANDESIGN" set at the northwest corner of the 27 acres and the northeast corner of the said 2.273 acres;

THENCE with the east line of the 2.273 acres and the west line of the 27 acres the following three (3) courses:

1. South 41°45'45" West 8.27 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
2. South 81°26'45" West 95.67 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
3. South 02°46'45" West 125.27 feet to a 1/2" iron rod found at the southeast corner of the 2.273 acres and the northeast corner of a called 8.17 acre tract described in deed to Onion Associates, LTD recorded in Document No. 2006236625 of the O.P.R.T.C.T.;

THENCE with the east line of said 8.17 acre tract, the west line of said 27 acres and with the center of ravine the following seven (7) courses:

1. South 02°45'21" West a distance of 183.65 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
2. South 30°23'21" West a distance of 196.83 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
3. South 54°24'14" West a distance of 69.90 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
4. South 19°24'02 West a distance of 23.32 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
5. South 38°57'02" East a distance of 47.93 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
6. South 16°41'39" West a distance of 57.49 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
7. South 35°10'00" West a distance of 61.07 feet to a 1/2 inch iron rebar found for the southeast corner of said 8.17 acre tract and the northeast corner of a called 58.3885 acre tract described as Tract 1 conveyed to South IH 35 Investors, LP. of record in Document No. 2006214573 of the Official Public Records of Travis County Texas;

THENCE North 66°56'45" West with the south line of said 8.17 acre tract and the north line of said Tract 1 passing the southeast corner of said Tract 1 and the southwest corner of said Lot 1 at 580.62 feet a continuing a total distance of 866.80 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;

THENCE crossing through said Lot 1 the following two (2) courses:

1. North 17°51'38" East a distance of 576.13 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
2. North 73°51'44" West a distance of 725.16 feet to the POINT OF BEGINNING.

SAVE LESS AND EXCEPT THE 87.884 ACRE TRACT OR PARCEL THEREOF DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin found at the Southeast corner of said 26.00 acre tract, being in the West line of that certain 117.20 acre tract of land described in Volume 12150, Page 1255 of the Real Property Records of Travis County, Texas, for the Southeast corner and PLACE OF BEGINNING hereof;

THENCE along the South line of said 26.00 acre tract, N 71°11'45" W for a distance of 712.31 feet to a ½ inch capped iron pin set at the Northeast corner of that certain 2.2272 acre tract of land described in Volume 9261, Page 714 of the Real Property Records of Travis County, Texas;

THENCE along the North line of said 2.2272 acre tract, N 71°03'33" W for a distance of 173.66 feet to a ½ inch iron pin found and N 67°01'32" W for a distance of 678.95 feet to a ½ inch iron pin found at the Northwest corner of said 2.2272 acre tract, being in the South line of said 63.45 acre tract;

THENCE along the South line of said 63.45 acre tract, N 33°32'38" W for a distance of 145.29 feet to a ½ inch iron pin found at N 71°03'16" W for a distance of 698.93 feet to a ½ inch capped iron pin set at the Southwest corner of said 63.45 acre tract, being on the East r.o.w line of Interstate Hwy. No. 35, for the Southwest corner hereof;

THENCE along the West line of said 63.45 acre tract, being along the East r.o.w. line of Interstate Hwy. No. 35, N 20°25'54" E for a distance of 1499.77 to an "X" found cut in rock in the approximate centerline of Onion Creek, being at the Northwest corner of said 63.45 acre tract, being at the Southwest corner of Onion Creek Section 1-B, a subdivision recorded in Plat Book 79, Page 313 of the Plat Records of Travis County, Texas, for the Northwest corner hereof;

THENCE along the North lines of said 63.45 acre tract and 26.00 acre tract, being along the approximate centerline of Onion Creek for the following courses:

1. S 73°04'00" E for a distance of 450.65 feet to an angle point
2. S 74°19'00" E for a distance of 334.57 feet to an angle point
3. S 57°11'00" E for a distance of 216.95 feet to an angle point
4. S 72°26'00" E for a distance of 402.24 feet to an angle point
5. S 76°51'00" E for a distance of 357.17 feet to an angle point
6. S 39°52'00" E for a distance of 114.70 feet to an angle point
7. S 57°41'30" E for a distance of 308.12 feet to an angle point
8. S 00°49'00" E for a distance of 131.00 feet to an angle point
9. S 25°09'00" E for a distance of 206.00 feet to an angle point
10. S 53°57'45" E for a distance of 249.20 feet to the Northeast corner of said 26.00 acre tract, being at the Northwest corner of said 117.20 acre tract, for the Northeast corner hereof;

THENCE along the East line of said 26.00 acre tract, being along the West line of said 117.20 acre tract for the following courses:

1. S 35°25'22" W for a distance of 55.37 feet to a ½ inch iron pin found
2. S 29°42'53" W for a distance of 874.40 feet to a ½ inch iron pin found
3. S 30°58'12" W for a distance of 281.26 feet to the PLACE OF BEGINNING and containing 87.884 acres of land, more or less.

EXHIBIT B

NOTICE TO PURCHASERS OF PROPERTY IN CASCADES MUNICIPAL UTILITY DISTRICT NO. 1

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

The City of Austin, Texas (the "*City*") hereby gives notice, in accordance with Section _____, Texas Special District Local Laws Code, as follows:

1. The City has consented to the creation of Cascades Municipal Utility District No. 1 (the "*District*") over the land described on the attached **Exhibit A**, which is incorporated herein by reference.

2. The City has approved a Strategic Partnership Agreement ("*SPA*") with the District for the purpose of establishing terms and conditions upon which (a) the City will annex all of the land within the District for limited and full purposes and (b) following full purpose annexation of all of the land in the District, the District will be converted to a Cascades Limited District No. 1 (the "*Limited District*").

3. In accordance with the SPA; Title 6, Subtitle F, Chapter 8477, Texas Special District Local Laws Code; and Section 43.0751, Texas Local Government Code, (a) the City has the authority and intention to take action to annex all of the land within the District for limited purposes on or before August 28, 2014; and (b) the City has the authority and intention to annex all of the land within the District for full purposes at such time as the City finds such annexation to be feasible, but in no event sooner than December 31, 2024.

Any interested person may request a copy of the SPA or the Consent Agreement by contacting the City of Austin Planning and Development Review Department, P.O. Box 1088, Austin, Texas 78767-1088. Questions concerning these agreements may be directed to the District, or, after full purpose annexation of the District, the Limited District, or the City of Austin Planning and Development Review Department.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

CITY OF AUSTIN, TEXAS

By: _____
_____
_____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me the undersigned notary on _____ _____ 20____ personally appeared _____, _____ of the City of Austin, Texas, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration stated in the instrument.

Given under my hand and seal of office.

[seal]

_____
Notary Public, State of Texas

(SEAL)

EXHIBIT C

CITY OF AUSTIN

ANNEXATION SERVICE PLAN

Case Name: Cascades MUD No. 1
Subject to the Strategic Partnership Agreement
Date: ____ day of _____, _____

INTRODUCTION

This Service Plan ("*Plan*") is made by the City of Austin, Texas ("*City*") in accordance with a Strategic Partnership Agreement ("*SPA*) between the City and Cascades Municipal Utility District No. 1 ("*MUD*") pursuant to Texas Local Government Code Section 43.0751. This Plan relates to the annexation to the City of land ("*annexation area*") known as the Cascades MUD No. 1 area. The MUD was created under Chapter 8477, Subtitle F, Title 6, Special District Local Laws Code, and Chapters 49 and 54 of the Texas Water Code. The annexation area is located in southeastern Travis County and is currently in the City's limited purpose jurisdiction.

The annexation area is described by metes and bounds in **Exhibit A**, which is attached to this Plan and to the annexation ordinance of which this Plan is a part. The annexation area is also shown on the map in **Exhibit A**.

EFFECTIVE TERM

This Plan shall be in effect for a ten-year period commencing on the effective date of the annexation, unless otherwise stated in this Plan. Renewal of this Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

INTENT

It is the intent of the City that services under this Plan shall provide full municipal services as described in Section 43.056 of the Texas Local Government Code.

The City reserves the right guaranteed to it by the Texas Local Government Code to amend this Plan if the City Council determines that changed conditions or subsequent occurrence or any other legally sufficient circumstances exist under the Local Government Code or other Texas laws to make this Plan unworkable or obsolete or unlawful.

SERVICE COMPONENTS

In General. This Plan includes three service components: (1) the Early Action Program, (2) Additional Services, and (3) a Capital Improvement Program.

As used in this Plan, providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part. It may also include separate agreements with associations or similar entities.

EARLY ACTION PROGRAM

The following services will be provided in the annexation area commencing on the effective date of the annexation, unless otherwise noted.

a. Police Protection. The Austin Police Department ("*APD*") will provide protection and law enforcement services in the annexation area.

b. Fire Protection. The Austin Fire Department ("*AFD*") will provide emergency and fire prevention services in the annexation area.

c. Emergency Medical Service. The City of Austin/Travis County Emergency Medical Services ("*EMS*") Department will provide emergency medical services in the annexation area.

d. Solid Waste Collection. The Austin Resource Recovery Department will provide services in the annexation area. Services will be provided by City personnel or by solid waste service providers under contract with the City.

e. Maintenance of Water and Wastewater Facilities. Water and wastewater service will be provided to areas that are not within the certificated service area of another utility through existing City facilities located within or adjacent to the area, unless otherwise mutually agreed upon by the utilities. The facilities will be maintained and operated by Austin Water as governed by standard policies and procedures, and under the provisions of the attached City service extension policy as amended from time to time. Water and wastewater services to new development and subdivisions will be provided according to the standard policies and procedures of Austin Water, which may require the developer of a new subdivision or site plan to install water and wastewater lines. The extension of water and sewer service will be provided in accordance with the attached water and wastewater service extension policy as amended from time to time.

f. Maintenance of Roads and Streets, Including Street Lighting. The Public Works Department will maintain public streets over which the City has jurisdiction.

The Transportation Department will also provide regulatory signage services in the annexation area.

Street lighting will be maintained in accordance with the City of Austin ordinances, Austin Energy criteria and state law. The City will maintain the street lights and pay for the electricity for any streetlights located within the public right-of-way that the MUD maintained under the night watchman light program in place at the time of full purpose annexation.

g. Maintenance of Parks, Playgrounds, and Swimming Pools. The Limited District Facilities and OA Amenities, as defined, in the SPA, including the Civic Reserve Community Center described in the Consent Agreement, will continue to be the assets and responsibilities of the Cascades Limited District No. 1 (the "*Limited District*") and Owners Association, respectively.

Recreational facilities and area amenities, including parks, pools, splash pads, community centers, and medians, that are privately owned, maintained, or operated will be unaffected by the annexation.

h. Maintenance of Any Other Publicly-Owned Facility, Building, or Service. Should the City acquire any other facilities, buildings, or services necessary for municipal services located within the annexation area, an appropriate City department will provide maintenance services for them.

ADDITIONAL SERVICES

Certain services, in addition to the above services, will be provided within the annexation area if they are provided elsewhere in the city limits. They are as follows:

a. Watershed Protection. The Watershed Protection Department will provide drainage services in accordance with and as limited by applicable codes, laws, ordinances and special agreements. Drainage planning and maintenance are fee-based services.

b. Planning and Development Review. The Planning and Development Review Department will provide comprehensive planning, land development and building review and inspection services in accordance with and as limited by applicable codes, laws, ordinances and special agreements.

c. Code Compliance. In order to attain compliance with City codes regarding land use regulations and the maintenance of structures, the City's Code Compliance Department will provide education, cooperation, enforcement and abatement relating to code violations

d. Library. Upon annexation, residents may utilize all Austin Public Library facilities.

e. Public Health, Social, and Environmental Health Services. The Austin/Travis County Health and Human Services Department will continue to work in partnership with the community to promote health, safety, and well being.

f. Austin Energy. Austin Energy will continue to provide electric utility service to all areas which the City is authorized to serve by the Public Utility Commission of Texas.

g. Anti-litter Services. The Austin Resource Recovery Department will provide anti-litter services in the annexed area. Anti-litter is a fee-based service.

h. Other Services. All other City Departments with jurisdiction in the area will provide services according to City policy and procedure.

CAPITAL IMPROVEMENTS PROGRAM

The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary.

Each component of the Capital Improvement Program is subject to the City providing the related service directly. In the event that the related service is provided through a contract service provider, the capital improvement may not be constructed or acquired by the City but may be provided by the contract provider. The City may also lease buildings in lieu of construction of any necessary buildings.

The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services. No capital improvements are necessary at this time to provide the following services:

- Police Protection
- Fire Protection
- Emergency Medical Services
- Solid Waste Collection
- Water and Wastewater Facilities
- Roads and Streets
- Street Lighting
- Parks, Playgrounds and Swimming Pools
- Watershed Protection

SERVICES TO BE PROVIDED BY LIMITED DISTRICT

The Limited District created under the SPA will retain ownership of the Limited District Facilities, as more particularly described in the SPA. The Limited District shall be responsible for maintenance and any necessary capital improvements for all such Limited District Facilities. Maintenance services may be provided by Limited District personnel or by private service providers under contract with the Limited District.

SERVICES TO BE PROVIDED BY CITY IF LIMITED DISTRICT IS DISSOLVED

If the Limited District is dissolved or ceases to exist for any reason prior to the expiration of this Plan, title to all land and facilities owned by the Limited District shall vest in the City on the date of dissolution.

AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes. This Plan is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules and regulations of governmental bodies and officers having jurisdiction.

FORCE MAJEURE

In case of an emergency, such as force majeure as that term is defined in this Plan, in which the City is forced to temporarily divert its personnel and resources away from the annexation area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexation area of the level described in this Plan as soon as possible. Force majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute force majeure for purposes of this Plan.

SUMMARY OF THE WATER AND WASTEWATER UTILITY SERVICE EXTENSION POLICY

The following information is a summary of Austin Water's Service Extension Policy, as set out in Chapters 25-1 through 25-5 and 25-9 of the Austin City Code, in conformance with the Texas Local Government Code requirement that the Plan have a summary of the service extension policy.

Water and wastewater service is only provided to lots that have been properly subdivided and platted or are a legal lot. For property that is required by subdivision regulations to construct water or wastewater facilities connecting to the City system, funding and construction of those facilities will remain the responsibility of the developer. If the specific undeveloped property does not have City water or wastewater service fronting the property, the owner may make an application for an extension of service to the Director of Austin Water for review. If the Director determines that adequate capacity is available, or will be, and if the project does not include City cost participation, and if the proposed facilities are a logical extension of the City's water and wastewater system and the requested extension otherwise meets the requirements of Chapter 25-9, the extension size, capacity, and routing may be approved by the Director for funding and construction by the developer.

If the City requires oversizing of the proposed facilities, with City Council approval, the City may reimburse the developer for the City's proportionate share of the cost of constructing certain facilities. The actual calculation of the cost participation amounts, including limits and the schedules for the payments, are included in the Land Development Code.

For lots served by an existing on-site well or septic system that have water or wastewater lines within 100 feet of the lot at the time of annexation, the owner will not be required to pay the impact fees if a tap permit is obtained by the property owner on or before the second anniversary of the date of annexation. For lots served by an existing well or septic system that do not have water or wastewater lines within 100 feet of the lot, the owner will not be required to pay the impact fees of a tap permit is obtained by the property owner on or before the second anniversary of the date of acceptance of the water or sewer line to within 100 feet of their lot. In either case the owner will still be required to pay other applicable connection fees.

As long as a property is using a septic system, the property owner remains responsible for the operation and maintenance of the septic system. If the septic system fails before the City sewer service is extended to the property, the property owner must repair the system.
This policy is set by the City Council and can be amended in the future by ordinance.

Notwithstanding anything in the contrary herein, in case of any conflict between the provisions of Exhibit C-1 and this Service Plan, the provisions of Exhibit C-1 shall control.

EXHIBIT C-1

ADDENDUM TO CITY OF AUSTIN SERVICE PLAN

Following the City's full purpose annexation of Cascades Municipal Utility District No. 1 (the "*District*") and continuing during the term of the Service Plan, the City shall not, except as provided in Section 4.04 of the "Strategic Partnership Agreement Between the City of Austin and Cascades Municipal Utility District No. 1" dated effective as _____, 2014, be required to reimburse a developer of land within the former boundaries of the District for any water, reclaimed water and wastewater facilities required to provide service to such land. If the City requires any water, reclaimed water and wastewater facilities to be oversized to serve areas outside such land, the City will only pay the incremental costs associated with such oversizing in accordance with City ordinances, as amended from time to time.

EXHIBIT D

[PROPERTY OWNER'S CONSENT TO LIMITED PURPOSE AND FULL PURPOSE ANNEXATION, APPROVAL OF THE SERVICE PLAN AND WAIVER OF SECTIONS 43.035, 43.071(e)(1)(b), 43.121(b)(2), and 43.127, TEXAS LOCAL GOVERNMENT CODE]

Onion Associates, Ltd. (the "*Developer*"), owner of the following described property (the "*Property*"):

(see attached field note description and vicinity map)

Tax Appraisal District Property ID Number:_____

hereby consents to limited and full purpose annexation by the City of Austin for the Land, as defined in the Strategic Partnership Agreement ("*SPA*") between the City of Austin and Cascades MUD No. 1, owned either now or in the future by the Developer. Developer waives the requirements of Sections 43.035, 43.071(e)(1)(b), 43.121(b)(2) and 43.127(a) of the Texas Local Government Code and consents to the limited and full purpose annexation of the Land in accordance with the SPA. Developer certifies that Developer is the present owner(s) of the Property and understands that annexation is at the sole discretion of the City of Austin, and that this consent does not obligate the City to annex the property at any time. Developer also understands that full purpose annexation extends full municipal jurisdictional control, including taxation, onto the Property. Developer executes this consent on behalf of Developer, its successors and assigns. .

Onion Associates, Ltd., a Texas limited partnership

By: Onion ASGP, Inc., a Texas corporation, its General Partner

By:_____
Marc Knutsen, President

Date: _____

AFTER RECORDING, RETURN TO:

City of Austin
Law Department
P.O. Box 1088
Austin, Texas 78767
Project Name: Cascades Municipal Utility District No. 1
Attn: James M. Williams

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Aug 29, 2014 02:07 PM 2014130041
CLINTONB: $154.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

CONSENT AGREEMENT
CASCADES MUNICIPAL UTILITY DISTRICT NO. 1

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Consent Agreement (this "*Agreement*") is entered into between the **City of Austin, Texas**, a home-rule municipality located in Travis, Hays and Williamson Counties, Texas ("*the City*"), and **Onion Associates, Ltd., a Texas limited partnership** (the "*Developer*"), effective as of August 28, 2014 (the "*Effective Date*"). At the organizational meeting of **Cascades Municipal Utility District No. 1** (the "*District*"), a proposed municipal utility district to be created under the authority of Chapter 8477, Subtitle F, Title 6, Texas Special District Local Laws (the "*Enabling Legislation*") and City Ordinance No. 20140807-128 (the "*Consent Ordinance*"), as contemplated by this Agreement, the District will join in and agree to be bound by this Agreement.

INTRODUCTION

The Enabling Legislation became effective on June 14, 2013, and created the District, subject to the consent of the City to the creation. Pursuant to the Consent Ordinance, the City Council of the City has granted its consent to the creation of the District over the 135.796 acre tract or parcel of land more fully described on the attached **Exhibit A** (the "*Land*").

As a condition to its consent, the City has required that the Developer and, at the organizational meeting of its Board of Directors, the District enter into this Agreement in order to set forth certain agreements between the City, the Developer, and the District. The City further desires to negotiate and enter into a strategic partnership agreement with the District in order to set forth the terms and conditions of the City's annexation of the Land and on which the District will continue to exist as a limited district in accordance with Section 43.0751, Texas Local Government Code, and the Enabling Legislation following the City's full purpose annexation of the Land as provided in Article IV of this Agreement.

The Land will be developed as part of a master-planned, mixed-use community (the "*Project*") that will also include approximately 87.8 acres of land within the City's incorporated city limits and outside of the District, as shown on the attached **Exhibit B**,. The Project will include commercial, multi-family, and residential uses, together with park, recreational, and other facilities to serve the community. Because the Project constitutes a significant development that will occur in phases under a master development plan, the Developer and the City wish to enter into this Agreement in order to provide certainty with regard to the regulatory requirements applicable to the Project and to provide the City with assurance of a superior quality of development for the benefit of the present and future residents of the City and the Project.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined in the introduction to this Agreement, the following terms and phrases, when used in this Agreement, will have the meanings set out below:

Agreement: This Consent Agreement between the City, the Developer, and the District.

Applicable Rules: The provisions of the City Code and City Rules that are applicable to the Project.

Board: The duly qualified and acting Board of Directors of the District.

Bonds: Bonds, notes, and other indebtedness issued by the District under Article X of this Agreement.

CCN: A certificate of convenience and necessity issued by the Commission.

City Charter: The City Charter of the City.

City Code: The Austin, Texas Code of Ordinances.

City Council: The City Council of the City.

City Manager: The City Manager of the City, or his designee.

City Rules: The administrative rules and technical criteria manuals related to the ordinances contained in the City Code.

Civic Reserve: The areas within the Project reserved by the Developer for Civic Uses in accordance with Section 5.05 of this Agreement.

Civic Reserve Community Center: The community center within the Project that will be owned by the District and the Limited District upon the City's full purpose annexation of the District, in accordance with the SPA.

Civic Uses: A fire Station, the Civic Reserve Community Center and other land uses that relate to educational, governmental, cultural or law enforcement functions and services or other functions and services that have a high degree of public or social importance.

Commission: The Texas Commission on Environmental Quality or its successor agency.

Constructing Party: The Developer or the District, whichever has contracted for and is causing the construction of any Internal Water and Wastewater Facilities or Major Water and Wastewater Facilities as provided in this Agreement.

County: Travis County, Texas.

Drainage Facilities: Any drainage improvements designed and constructed to serve the Project, or that naturally receive and convey drainage through the Project, including water quality and flood mitigation facilities, storm drain systems, drainage ditches, open waterways, and other related facilities that convey or receive drainage.

Effective Date: August 28, 2014.

EPA: The United States Environmental Protection Agency.

ESD: Travis County Emergency Services District No. 11 or any successor entity created to provide fire protection services to the Land.

Finance Director: The director of the City's finance department, or its successor department within the City.

Impact Fees: Water and wastewater capital recovery fees or impact fees imposed by the City against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions in accordance with State law.

Internal Water and Wastewater Facilities: All water and wastewater improvements, including Reclaimed Water improvements, located within and sized only to serve the Project.

Land: The land contained within the boundaries of the District, currently consisting of the 135.796 acres of land described by metes and bounds on **Exhibit A**, as such boundaries may be revised from time to time in accordance with the terms of this Agreement or otherwise with the consent of the City.

Land Plan: The master development plan for the Land and other land to be developed by the Developer as part of the Project, a copy of which is attached as **Exhibit C**, as amended from time to time, and as superseded and replaced by the PUD, if, as and when the PUD is approved by the City in accordance with this Agreement.

Limited District: Cascades Limited District No. 1, which will be created upon the City's full purpose annexation of the District, in accordance with the SPA.

Limited Purpose Annexation: Annexation by the City for the limited purposes of planning and zoning, as authorized by Article I, Section 7 of the City Charter.

Major Water and Wastewater Facilities: Any water and wastewater improvements, including Reclaimed Water improvements, designed and constructed to serve, in addition to the Project, areas outside of the Project.

Owners Association: A Texas nonprofit corporation that will be created by the Developer to, among other things, enforce Restrictive Covenants and own and operate the OA Amenities.

OA Amenities: Swimming pools, splash pads, community centers other than the Civic Reserve Community Center, and other parks and recreational facilities for the Project and related improvements, land and infrastructure that are owned, operated and maintained by the Owners Association. Drainage Facilities, utility infrastructure, public roads and sidewalks, and other utility or public infrastructure that are owned, operated, and maintained by the District, the City, another governmental entity or a public utility will not constitute OA Amenities.

Parks and Recreational Facilities. Parks, open space, landscaping, parkways, greenbelts, sidewalks, trails, public right-of-way beautification projects, and recreational equipment and facilities, including street and security lighting associated with parks and trails, that are owned, operated and maintained by the District or, after full purpose annexation of the District, the Limited District.

Post-Annexation Surcharge: A surcharge on the City's water and wastewater rates that may be charged to customers within the Land after the full purpose annexation of the District as authorized by Section 54.016(h), Texas Water Code.

PDRD Director: The director of the City's Planning and Development Review Department, or its successor department within the City.

PUD: The Planned Unit Development for the Project, which will provide for a superior quality of development for the Project.

Reclaimed Water: Domestic or municipal wastewater that has been treated to a quality suitable for a Type I Reclaimed Water Use pursuant to the requirements of the Commission under 30 Texas Administrative Code 210 and any other applicable regulatory entities with jurisdiction.

Reimbursement Agreement: An agreement between the District and a developer within the District, including the Developer, that provides for the District's repayment of costs incurred for capital improvements and other costs which are eligible for reimbursement under the rules of the Commission.

Restrictive Covenants: Declarations of covenants, conditions, and restrictions applicable to land within the Project that will be enforced by an Owners Association and not by the District, as provided in Article IX.

Roadway Improvements: The roadways required for the development of the Land.

SPA: The strategic partnership agreement to be negotiated and entered into by the City and the District to provide for the limited purpose and full purpose annexation of the District.

Title 30: Title 30 of the City Code, which establishes the Austin/Travis County Subdivision Regulations, as amended from time to time.

Type I Reclaimed Water Use: The use of Reclaimed Water where contact between humans and the Reclaimed Water is likely.

UIR: A utility infrastructure review.

Utility Director: The director of the Austin Water Utility, or its successor department within the City.

Section 1.02 Developer's Obligations Relating to the Project. Any property that is required to be dedicated by the Developer under this Agreement may be located in the portion of the Project located outside the District's boundaries.

ARTICLE II.
CONSENT ORDINANCE; INITIAL DISTRICT BOUNDARIES

Section 2.01 Consent Ordinance; Conditions to Effectiveness. The City, through the Consent Ordinance, has consented to the inclusion of the Land within the District. Anything herein to the contrary notwithstanding, the Consent Ordinance and this Agreement will be void and of no force or effect if (a) an original of this Agreement, executed by the District and the Developer, is not returned to the City on or before August 30, 2014; or (b) the SPA is not negotiated by the City and the District and an original SPA, executed by the District, returned to the City on or before August 30, 2014.

Section 2.02 Public Hearing. The parties confirm that, prior to the execution of this Agreement, the City has conducted a public hearing for the purpose of considering the adoption of this Agreement.

Section 2.03 Other Annexations to District. If the District desires to annex additional territory outside of the Land, such annexation will be subject to City's review and approval, as described in the City Code. The landowner will be required to request and participate in the voluntary Limited Purpose Annexation by the City of the additional territory; to waive the requirements of Sections 43.035, 43.071(e)(1)(b), 43.121(b)(2), and 43.127(a), Texas Local Government Code; to agree to the postponement of the date for full purpose annexation; and to execute any documents reasonably required by the City in connection with such Limited Purpose Annexation.

ARTICLE III.
GOVERNANCE

Section 3.01 City-Appointed Board Member. In accordance with the Enabling Legislation, the City will have the right to appoint one member to the District's permanent Board. In making its appointments to the Board, the City will follow the procedure set forth in Section 2-1-4 of the City Code for appointment of a board with fewer than seven members. The City will make its initial appointment and deliver a copy of the resolution setting forth the appointment to the District on or before June 30,

2015. The City's initial appointed Board member will take office at the first Board meeting following the date of his or her appointment. Thereafter, the City will appoint a replacement Board member to fill any vacancy in the City's appointed director position and deliver a copy of the resolution setting forth its appointment to the District within 60 days of the date the vacancy is created. If the City does not provide a resolution to the District setting forth its initial Board member appointment on or before June 30, 2015, or does not provide a resolution approving a replacement Board member appointment within 60 days of the date any vacancy in its appointed director position is created, the City agrees that the remaining members of the Board may fill the vacancy in accordance with Section 49.105(a), Texas Water Code.

Section 3.02 Term Limits for Permanent Directors. No member of the District's permanent Board may serve more than two four-year terms of office.

Section 3.03 Maximum Fees of Office. Notwithstanding any contrary provision of applicable law, no member of the District's Board may receive fees of office for more than 16 days of service in any District fiscal year.

Section 3.04 District Information to be Provided to City.

(a) Agendas. The District agrees to provide a copy of the agenda for each meeting of its Board to the PDRD Director and the Utility Director, in the manner provided in Section 12.01(b), concurrently with the posting of the agenda at the Travis County Courthouse.

(b) Minutes. The District agrees to provide a copy of the minutes of each meeting of its Board to the PDRD Director and the Utility Director, in the manner provided in Section 12.01(b), within 15 business days of the date of approval of such minutes by the Board.

(c) Financial Dormancy Affidavit, Financial Report or Audit. The District agrees to file a copy of its annual financial dormancy affidavit, annual financial report or annual audit of its debt service and general fund accounts, whichever is required under the Texas Water Code, with the PDRD Director and the Utility Director, in the manner provided in Section 12.01(b), within 30 days after approval of each financial dormancy affidavit, financial report or audit by the Board. Any required audit must be prepared by an independent certified public accountant.

(d) Budgets. The District agrees to file a copy of its approved budget for each fiscal year with the PDRD Director and the Utility Director, in the manner provided in Section 12.01(b), within 30 days after approval of such budget by the Board.

Section 3.05 Interlocal Agreements. The District is authorized to enter into interlocal agreements with Travis County and the City for purposes permitted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code; the Enabling Legislation; and this Agreement. Any other interlocal agreements must be submitted to the PDRD Director and the Utility Director and will be subject to their review and approval prior to execution, which approval will not be unreasonably withheld,

conditioned or delayed. The PDRD Director and the Utility Director will timely review all interlocal agreements submitted under this Section and either approve them or provide written comments specifically identifying any changes required for approval within 45 days of receipt.

Section 3.06 Other Contracts. The District will not, without the prior approval of the PDRD Director and the Utility Director, enter into any service contracts with terms that would extend beyond the date of the City's full purpose annexation of the District and (a) that require the payment of a termination fee upon their termination or (b) that are not terminable upon 60 days' notice or less. The prohibition contained in the preceding sentence will not apply to contracts with utility providers or contracts that will be assumed by the Limited District after full purpose annexation. The PDRD Director and the Utility Director will timely review all contracts submitted under this Section and either approve them or provide written comments specifically identifying any changes required for approval within 45 days of receipt.

Section 3.07 District Property. The District may not sell, convey, lease, mortgage, transfer, assign or otherwise alienate any of its water, Reclaimed Water, or wastewater facilities or other District property, including any facilities or property deemed to be surplus, to any third party other than the City without the prior approval of the City Manager, which approval will not be unreasonably withheld, conditioned or delayed. The foregoing prohibition will not apply to the District's disposal or recycling of equipment or material that has passed its useful life or the grant of easements necessary in connection with the development of the Project, for which no approval will be required.

Section 3.08 City Services. The City will not provide City services other than services related to planning and zoning (including environmental quality); enforcement of planning and zoning regulations (including environmental regulations); retail water, Reclaimed Water, and wastewater services; solid waste services; and other services that the City agrees to provide under separate contract with the District or the Developer to any area within the District boundaries prior to the City's annexation of such land for full purposes.

ARTICLE IV.
STRATEGIC PARTNERSHIP AGREEMENT; POST-ANNEXATION SURCHARGE

Section 4.01 Strategic Partnership Agreement. At the organizational meeting of the District's Board, the Board will authorize the negotiation and execution of a SPA setting forth the terms and conditions of the City's annexation of the Land and the terms and conditions upon which the District will be converted to a the Limited District and continue to exist following the City's full purpose annexation of all of the land within the District in accordance with Section 43.0751, Texas Local Government Code, and the Enabling Legislation. The SPA must be approved by the District and an original, executed by the District, returned to the City on or before August 27, 2014.

Section 4.02 Election on Operation and Maintenance Tax for the Limited District. Concurrently with the District's confirmation election, which will be held as required by the Enabling Legislation, the District must conduct an election on a proposition to authorize the Limited District to levy an operation and maintenance tax, as authorized by Section 49.107, Texas Water Code, to provide funds to operate the Limited District and to operate and maintain the facilities of the Limited District following full purpose annexation of the District. The District agrees that it may not issue bonds until this proposition has been submitted to and approved by the voters within the District.

Section 4.03 Post-Annexation Surcharge. After the date the District is annexed by the City for full purposes, the City may charge customers within the District a Post-Annexation Surcharge, as permitted by Section 54.016(h), Texas Water Code, to compensate the City for its assumption of the obligations of the District, provided that, at the time of annexation, at least 90% of the facilities for which District Bonds are authorized have been installed. The District agrees that at least 90% of the facilities for which District Bonds are authorized will be installed on or before December 31, 2024. If 90% of such facilities are not installed by that date, then the City will have the right to revoke the District's authority to issue its remaining authorized but unissued Bonds and to proceed with annexation of the District for full purposes at any time thereafter. For purposes of this Section, 90% of the facilities for which District Bonds are authorized will be deemed to have been installed when such facilities required to serve 90% of the Land have been constructed. The Post-Annexation Surcharge will be calculated based on the criteria and in accordance with the formula attached as **Exhibit D**. The Post-Annexation Surcharge may be charged and collected by the City, in addition to the City's water and sewer rates, until the bonded indebtedness of the District has been retired or for a period of 30 years after the date of full purpose annexation of the District, whichever occurs first. The City will have the right to recalculate the amount of the Post-Annexation Surcharge if necessary to compensate the City for additional outstanding obligations of the District assumed by the City or if the variables used to calculate the Post-Annexation Surcharge change, and such recalculated surcharge may be charged and collected as provided herein. The provisions of this Section will be disclosed at closing to each purchaser of land within the District. The parties agree that the formula set forth on **Exhibit D** meets the requirements of Section 54.016(h)(4), Texas Water Code.

ARTICLE V.
SUPERIOR DEVELOPMENT; DEVELOPMENT RIGHTS

Section 5.01 Development in Accordance with Land Plan and PUD. The City hereby confirms its approval of the Land Plan, including the land uses and densities shown on the Land Plan. The Land Plan will be effective until the City has approved the PUD, which approval will be subject to the terms of the City Code and this Agreement and will be within the City's sole discretion. Upon City approval of the PUD, the PUD will supersede and replace the Land Plan. The City and the Developer acknowledge that changes to the Land Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Land Plan that do not increase the overall density of development of the Land will

not require an amendment to the Land Plan. Minor changes to street alignments, lot line locations, or lot sizes that do not result in an increase in the total number of lots within the Land will not require an amendment to the Land Plan. Changes to the location of Civic Uses may be approved administratively. Other changes to the Land Plan and all changes to the PUD will be subject to review and approval by the City in accordance with the process set forth in the City Code, which approval will not be unreasonably withheld, conditioned or delayed.

Section 5.02 Applicable Rules; Application of Title 30. The Developer will be entitled to take advantage of all rights conferred under Chapter 245, Texas Local Government Code, without forfeiting any rights under this Agreement. Except as specifically modified by this Consent Agreement, all development shall comply with development regulations in effect at the time of application. If there is any conflict or inconsistency between the requirements of this Agreement and the provisions of Title 30, the provisions of Title 30 will control over any conflicting or inconsistent requirement of this Agreement.

Section 5.03 Planned Unit Development. The Developer agrees to prepare and submit a proposed PUD for the Land for the City's review and consideration in accordance with the City Code and this Agreement. The PUD will include the uses shown on the Land Plan and a variety of housing types and prices. The PUD will provide for a compact, connected community in accordance with the City's comprehensive plan and will meet the superior development standards contained in this Agreement. PUD Tier Two superiority criteria included in this Agreement will be considered in the City Staff's recommendation and will be given consideration in the deliberation of the PUD. Additional cost participation that exceeds the requirements set forth in this Agreement and the Applicable Rules will not be required as a condition to approval of the PUD. The Developer acknowledges that the densities and land uses reflected on the Land Plan are not guaranteed levels of development. The City Staff has recommended that the Land be initially zoned according to the land uses shown on the Land Plan. The Developer agrees that it will apply for this initial zoning as a part of its application for approval of the PUD. The I-RR zoning category would be established as only an interim category for purposes of the City's Limited Purpose Annexation of the District and will not be utilized to establish baseline zoning for the PUD. Until the PUD is approved by the City, the City will not be required to issue any site development permits for any portion of the Land other than permits consistent with this interim category and the terms of this Agreement. A reference to this Agreement will be included on the face of all preliminary plans covering portions of the Land. If, as, and when the City approves the PUD, the PUD zoning will supersede and replace the Land Plan, which will be of no further force or effect.

Section 5.04 Development and Construction Standards. The Developer agrees that all development, construction, and infrastructure within the District will comply with City design standards, specifications, and requirements in effect at the time of permit application, unless otherwise provided in this Agreement or approved by the City. The Developer agrees that the Restrictive Covenants for the Land will require that all buildings within the District be constructed in a manner sufficient to achieve a two star rating under the City's Austin Energy Green Building Program using

the applicable ratings versions in effect at the time the ratings applications are submitted for individual buildings. The Developer also agrees that the Restrictive Covenants will require that toilets, bathroom sink faucets and shower heads that are labeled as meeting the standards of the EPA WaterSense program, or a comparable program approved by the Developer and the City, be installed in all residential buildings within the District and that all residential irrigation system components are certified as meeting the standards of the EPA WaterSense program, or a comparable program approved by the Developer and the City, or, if the EPA WaterSense program ceases to exist, that such fixtures and irrigation system components be labeled, certified or approved through a comparable program established or approved by the EPA or the City.

Section 5.05 Civic Uses. The Developer agrees to provide land for Civic Uses as described on the attached **Exhibit E**.

Section 5.06 Drainage Facilities and Environmental Protection. The Land will be developed with an integrated storm water system and enhanced regional water quality system that will comply with City Code and the requirements set forth on the attached **Exhibit F**. Because the Drainage Facilities within the District will be owned, financed, operated and maintained by the District and not the City, customers and developers within the District will not be assessed any City drainage or water quality fees or charges prior to full purpose annexation. Upon full purpose annexation, the City will assume the responsibility for maintenance of all Drainage Facilities and all standard City drainage fees will apply.

Section 5.07 Tree and Landscaping Requirements. The Developer will comply with the City's Tree Preservation Ordinance, Protected and Heritage Tree, and the minimum landscape requirements of Chapter 25 of the Land Development Code for the entirety of the Project and meet the minimum landscaping requirements for the Land set forth on the attached **Exhibit G**.

Section 5.08 Fire Protection. The Developer agrees to donate a fire station site containing two net buildable acres to the City. The location of the site within the Project will be determined by mutual agreement of the Developer and the Austin Fire Department during the PUD process. The City agrees that the Developer may, in the future, relocate the initially designated fire station site to another site within the Project, subject to agreement by the Austin Fire Department.

Section 5.09 Transportation. Subject to Title 30 and the County's agreement to accept the roadway, sidewalk and bicycle lane improvements described on **Exhibit H**, the Developer agrees to comply with the transportation requirements attached as **Exhibit H**. The City and the Developer acknowledge that certain of the transportation-related requirements set forth on **Exhibit H** are subject to the procedures and approvals contained in Title 30 and agree that, if any such requirements are not approved as set forth in Title 30 or the County declines to accept any proposed improvements for operation and maintenance, those requirements or improvements will be deleted from and will not be required under this Agreement. The foregoing

notwithstanding, the City and the Developer will act in good faith and cooperate to support all of the transportation requirements set forth on **Exhibit H**.

Section 5.10 Building and Urban Design. The Developer agrees that the design standards set forth on the attached **Exhibit I** will be included in the PUD and shown on the face of all preliminary plans covering property within the District.

Section 5.11 Art in Public Places. The Developer agrees to participate in the City's Art in Public Places Program as provided in the attached **Exhibit J**.

Section 5.12 Affordable Housing. The Developer will support the City's affordable housing goals and programs as provided in the attached **Exhibit K**.

ARTICLE VI.
WATER AND WASTEWATER FACILITIES AND SERVICES

Section 6.01 City To Provide Retail Water and Wastewater Utility Services. The City will be the sole provider of retail water and wastewater services within the District and will provide water and wastewater service to customers within the District in the same manner and on the same terms and conditions as the City provides service to retail customers inside its corporate limits. Except as otherwise provided in this Agreement, the City's standard water and wastewater rates, charges, and other fees, including engineering review and inspection fees, that are applicable within the City's corporate limits will be applicable to facilities constructed, connections made, and services provided within the District. The City's Impact Fees applicable to areas within the City's extraterritorial jurisdiction will be applicable to development within the District. The foregoing notwithstanding, the City acknowledges that it would not be equitable for the District or the Developer to construct and fully finance the water and wastewater facilities under this Agreement and to also pay costs associated with the same facilities through Impact Fees. Accordingly, if costs of any Internal Water and Wastewater Facilities and/or Major Water and Wastewater Facilities (other than costs associated with replacement or refurbishment) are, now or in the future, included in the City's Impact Fees, the City agrees that, until the full purpose annexation of the District, the Developer will receive a credit, which may only be applied to Impact Fees payable for development within the Project, against the City's Impact Fees in an amount equal to the portion of the cost of Internal Water and Wastewater Facilities and/or Major Water and Wastewater Facilities included in the Impact Fees. All fees, rates, and charges for water and wastewater service will be billed and collected by the City. The District will not contract with any retail public utility other than the City for water or wastewater services and will not provide any retail or wholesale water or wastewater services.

Section 6.02 Service Level. The City agrees and commits to provide water and wastewater service in the time and manner required for the full build-out of all of the land within the Project. The City agrees to provide written confirmation of the availability of service upon the District's request if required in connection with any District bond sale.

Section 6.03 Responsibility for Design, Financing and Construction. Unless otherwise specifically provided in this Agreement, the District

or the Developer will design, finance, construct, and convey to the City all Internal Water and Wastewater Facilities required to provide retail water and wastewater services to the District. The Developer or the District will also design, finance, construct, and convey to the City the Major Water and Wastewater Facilities required to serve the Project as set forth on the conceptual utility plan attached as **Exhibits L-1 and L-2**, as amended from time to time, in accordance with the attached **Exhibit M**. As indicated on **Exhibit M**, certain facilities depicted on **Exhibits L-3 and L-4** will only be required if the Buratti Tract identified in Exhibits L-3 and L-4 is added to the District; therefore, in the event of a conflict between **Exhibits L-1, L-2, L-3, L-4** and **Exhibit M**, **Exhibit M** will control. All Internal Water and Wastewater Facilities and Major Water and Wastewater Facilities will be bid in accordance with the requirements applicable to the District under the rules of the Commission and Chapters 49 and 54, Texas Water Code. If, in the future, the City cost participates with the District or the Developer in any oversized water or wastewater facilities not currently contemplated by this Agreement, those facilities will be bid in accordance with applicable City requirements.

Section 6.04 Utility Planning and Phasing. The City approves the conceptual plan for the type, sizing, and alignment of the Major Water and Wastewater Facilities required for the full-build out of the Project and, the Buratti Tract identified in Exhibits L-3 and L-4 if it is added to the District, shown on the conceptual utility plan attached as **Exhibits L-1, L-2, L-3 and L-4**, including the oversizing and cost participation by the Developer described on **Exhibit M**. The conceptual utility plan has been developed and approved by the Developer and the City based on current conditions and anticipated future utility requirements. If, in the future, the City's or the Developer's requirements change, changes to **Exhibits L-1, L-2, L-3, L-4 and M** that are acceptable to the Developer, the District, and the Utility Director may be approved administratively by the Utility Director on behalf of the City. For each phase of development, the Constructing Party will be required to submit a UIR that is consistent with **Exhibits L-1, L-2, L-3, L-4 and M**, as amended from time to time. In conjunction with each UIR, the Constructing Party will provide the Utility Director with all information pertaining to the related phase of development that is necessary for the Utility Director to confirm the level of service and the appropriateness of the type, sizing, and alignment of the water and wastewater infrastructure. The City agrees that no fees will be required for filing or processing any UIR under this Section. The Utility Director will timely review all UIRs submitted under this Section and either approve them or provide written comments specifically identifying the changes required for approval within 90 days of receiving a complete UIR from the Constructing Party. The City will utilize the infrastructure constructed pursuant to each approved UIR to provide service to the related phase of development at the requested level of service. The City will not require that the Developer or the District to oversize any Internal Water and Wastewater Facilities or to finance or construct any Major Water and Wastewater Facilities in addition to those identified on **Exhibits L-1, L-2, L-3, L-4 and M**, as amended from time to time, for any phase of development unless (a) the Developer or the District has materially modified its requested level of service in a manner that would reasonably require additional Major Water and Wastewater Facilities; or (b) the City has identified oversizing requirements other than those set forth on **Exhibits L-1, L-2, L-3, L-4 and M**, as amended from time to time, in its response. If subsection (b) of the

preceding sentence of this Section applies, the City agrees to pay the cost of such additional oversizing in accordance with City ordinances.

Section 6.05 Design of Water and Wastewater Facilities; Points of Connection. All water and wastewater facilities required to serve the Project will be designed in accordance with applicable City requirements and design standards as well as any applicable regulations of other governmental entities with jurisdiction. The plans and specifications for such facilities will be subject to review and approval by the City prior to the commencement of construction, and the City will collect all applicable fees in accordance with its policies and procedures, subject to the terms of this Agreement. The sizing and routing of all such facilities will be consistent with **Exhibits L-1, L-2, L-3 and L-4**. The initial points of connection are shown conceptually on **Exhibits L-1, L-2, L-3 and L-4**. All other points of connection to the City's water and wastewater system will be subject to approval by the City.

Section 6.06 Easements and Land. All Internal Water and Wastewater Facilities to the customer side of the meter will be constructed within dedicated utility easements or public rights-of-way, and all required easements will be dedicated to the City, on forms approved by and at no cost to the City, upon the City's approval of construction plans for the facilities or a final plat for the land within which the facilities will be constructed, whichever occurs first. Land and easements required for Major Water and Wastewater Facilities will be conveyed to the City, in lengths and widths that are consistent with the City's Utility Design Criteria and this Agreement, on forms approved by the City and at no cost to the City, upon the City's approval of construction plans for the facilities or a final plat for the land within which the facilities will be constructed, whichever occurs first, but the Developer will be entitled to reimbursement for such lands and easements from the District as permitted under the rules of the Commission, except as otherwise provided in Section 10.12. The Developer and the District agree to use reasonable, good faith efforts to acquire all easements required for Major Water and Wastewater Facilities located outside the Project through negotiation; however, if the Developer and the District are unable to obtain any required easement by agreement, the City agrees, upon request, to promptly request City Council approval to acquire the easement in question utilizing the City's power of eminent domain and, upon such approval, to promptly initiate and diligently pursue the condemnation of the easement in question. If the Developer and/or the District are unable to obtain any required easement outside of the Project by negotiation and the City Council does not approve proceeding with condemnation of that easement within 120 days of the Developer's or the District's written request that the City staff initiate a Council action item for such condemnation, then the parties agree the easement in question will be deemed to be an easement that cannot be secured and the Developer or the District may request approval of an alternative routing for the facility in question. The City agrees that its approval of such alternative routing will not be unreasonably withheld, conditioned or delayed. The City's actual and reasonable cost of acquiring any required easement by eminent domain, if the City Council elects to do so, will be reimbursed by the Developer within 30 days of receipt of an invoice, including all supporting documentation, from the City. The Developer will be entitled to reimbursement by the District for all costs paid by the Developer for offsite easement acquisition as permitted by the rules of the Commission.

Section 6.07 City's Reimbursement and Cost Participation Policies; Oversizing. To the extent the City requires that any Internal Water and Wastewater Facilities be oversized to serve areas outside of the Project, requires any Major Water and Wastewater Facilities to be oversized beyond what is indicated on **Exhibits L-1, L-2, L-3, L-4 and M**, or requires that any easements for Major Water and Wastewater Facilities or Internal Water and Wastewater Facilities be sized for facilities larger than or in addition to the facilities required to serve the Project or set forth on **Exhibits L-1, L-2, L-3, L-4 and M**, the City will reimburse the Developer for such easements and oversizing in accordance with City ordinances.

Section 6.08 Major Water and Wastewater Facilities. All Major Water and Wastewater Facilities will be constructed in phases as development occurs and will be extended through each tract within the Project that is being developed to the boundary of any adjacent, undeveloped land within the Project in order to allow service to be extended in an orderly and consistent manner to the adjoining land at the time it is developed. The phasing plan for any Major Water and Wastewater Facilities will be subject to approval of the Utility Director, which approval will not be unreasonably withheld, conditioned, or delayed as long as it is consistent with the Developer's development plan. The District and the Developer agree to cooperate with the City in order to assure that Major Water and Wastewater Facilities in which the District participates are extended in a manner that does not result in the City becoming responsible for the completion of any Major Water and Wastewater Facilities after full purpose annexation of the District. If the Developer sells any tract out of the Project prior to (a) recordation of a final subdivision plat covering such tract and (b) dedicating all of the easements required to extend the Major Water and Wastewater Facilities through that tract as provided in Section 6.06, above, the Developer will, prior to the closing of such sale, either (a) convey the easement or easements in question to the City as provided in Section 6.06, or (b) convey the tract subject to a restrictive covenant, in the form attached as **Exhibit N**, which requires the purchaser to donate the easement or easements in question as provided in that Section. If the Developer conveys any tract in violation of this provision, the City, at its sole discretion, may withhold water and wastewater service to the tract until the required easement is conveyed or restrictive covenant is recorded or may pursue any other remedy available to the City for a default by the Developer under this Agreement.

Section 6.09 Construction by City. The City reserves the right, at its discretion, to construct or require a third party to construct any portion of the Major Water and Wastewater Facilities. The City will notify the Developer and the District of its intention to do so, however, and no construction by the City or a third party will be permitted if it would materially impair the construction of Major Water and Wastewater Facilities or Internal Water and Wastewater Facilities by the Developer or the District, or materially delay the availability of service to the Project.

Section 6.10 Commencement of Construction; Notice; Inspections. Following City approval of the plans and specifications for each water and wastewater utility project and prior to the commencement of construction, the Constructing Party will give written notice to the Utility Director in order to allow the City to assign an inspector. The City will inspect all Major Water and Wastewater Facilities and Internal

Water and Wastewater Facilities for compliance with the approved plans and specifications. The City will also, for each connection, conduct the series of plumbing inspections required by the Texas Plumbing License Law and issue a customer service inspection certificate when all inspections are satisfactorily completed. The City will provide the inspections contemplated by this Section for the standard fees charged by the City for inspections inside the City limits, which fees will be collected by the City from the customer requesting the inspection. The City will retain copies of all inspection reports for the City's applicable records retention period, and provide them to the District upon request.

Section 6.11 Record Drawings. The Constructing Party will provide one set of record drawings of all Internal Water and Wastewater Facilities and Major Water and Wastewater Facilities that it constructs to the City, at no cost to the City. The Constructing Party will use good faith efforts to obtain and furnish such drawings within 30 days of approval of the final pay estimate for each project.

Section 6.12 Conveyance to City; Ownership, Operation, and Maintenance of Internal Water and Wastewater Facilities and Major Water and Wastewater Facilities. Following a Constructing Party's completion of any Major Water and Wastewater Facilities or Internal Water and Wastewater Facilities and the City's issuance of a letter to the Constructing Party confirming acceptance of such facilities, the Constructing Party will promptly convey those facilities to the City, on forms approved by and at no cost to the City, subject to the City's obligation to provide service to the land within the Project as provided in this Agreement. Any failure of a Constructing Party to promptly convey facilities as required in this Section will constitute a default by the Constructing Party under this Agreement. The Constructing Party will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City, at no cost to the City and on forms approved by the City. The City agrees that its acceptance of facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed as long as the facilities have been constructed in accordance with the plans approved by the City and all outstanding "punch list" items have been resolved. Upon any such conveyance and acceptance, the City agrees to operate and maintain such facilities to provide service to the land within the Project in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any facilities or capacity in facilities constructed or financed by the Developer.

Section 6.13 Availability of Service. The City agrees to provide service as required for development within the Project including water service at flow rates and pressures sufficient to meet the minimum requirements of the Commission and provide sufficient fire flows. The Developer and the District agree that the City may use the Major Water and Wastewater Facilities and Internal Water and Wastewater Facilities to serve third parties, so long as such use does not impair the City's commitment of and ability to provide water and wastewater service to the Project as and when required. The City further agrees that, upon the payment of the City's Impact Fees as required by this Agreement, the City will guarantee the District service from the City's water and

wastewater utility system for the Land as requested in accordance with the applicable UIR and this Agreement.

Section 6.14 Water Conservation. The District will comply with the City's Water Conservation Ordinance, as amended from time to time.

Section 6.15 Fire Hydrants. The City will maintain any fire hydrants that are a part of the public water system serving the Project and are conveyed to the City. The Developer agrees that the Restrictive Covenants will require that any privately-owned fire hydrants, such as those located within commercial developments, including apartment complexes, located outside of a water easement dedicated to the City will be owned, operated, and maintained by the owner of the property on which the hydrants are located. The Restrictive Covenants will also require that commercial property owners perform maintenance of all privately-owned fire hydrants on their property in accordance with the City's maintenance recommendations applicable to City-owned fire hydrants. The City agrees to include a note on the construction plans for any commercial property within the Project that identifies any fire hydrants on that property that will be owned and must be maintained by the property owner. The City will have no responsibility for maintenance of privately-owned hydrants, but may require the reservation of appropriate easements on all properties on which privately-owned fire hydrants will be located in order to assure access to the fire hydrants for fire-fighting purposes.

ARTICLE VII.
OTHER UTILITIES AND SERVICES

Section 7.01 Generally. The Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services not specifically covered by this Agreement, or to provide "bundled" utilities within the Land.

Section 7.02 Street Lighting. The Developer will construct street lighting within the boundaries of the District in compliance with applicable City standards. The District will operate and maintain the street lighting within its boundaries until the District is annexed by the City for full purposes.

Section 7.03 Solid Waste and Recycling Service. The City will be the sole provider of residential solid waste services, as defined in Chapter 15-6 of the City Code, within the District. The District will contract with the City to provide solid waste services to all of the District's residences. The City will provide solid waste services to the District's residences for the same rates, in the same manner and on the same terms and conditions that the City provides solid waste services to residences located within the City limits. The City's charges for solid waste services will be included on the City's regular monthly water and wastewater bills to customers within the District and the District will have no liability for such charges.

ARTICLE VIII.
PARKS AND RECREATIONAL FACILITIES AND OTHER COMMUNITY AMENITIES

Section 8.01 Park Plan. The Project will be developed as a master-planned community with parkland, open space, greenbelts, trails, and park improvements. The Developer will prepare a park facilities plan acceptable to the City for the Project that will identify the Parks and Recreational Facilities that will be owned and operated by the District and the OA Amenities that will be owned and operated by the Owners Association. A copy of the plan will be provided to the Parks and Recreation Department Director at least 60 days before the Board meeting at which the District will consider approval of the plan. The Developer and the District agree that any design or construction plans related to the park and open space land within the Project will be subject to approval by the City.

Section 8.02 ADA Compliance. The Parks and Recreational Facilities for the Project will be designed to comply with the accessibility requirements of the Americans with Disabilities Act and will meet any applicable consumer product safety standards.

Section 8.03 Project Park Requirement. The Developer agrees to provide the park and open space land improvements and to make the fee-in-lieu payment described on the attached **Exhibit O** in satisfaction of all park and open space requirements for the Project. The foregoing notwithstanding, if any additional land is annexed to the District, then additional parkland dedication requirements will be applicable for that additional land.

Section 8.04 Ownership, Operation and Maintenance of Parks and Recreational Facilities. Except for property to be dedicated to the Owners Association or dedicated to or reserved for the City or another governmental entity under this Agreement, the Developer will dedicate all Parks and Recreational Facilities located within the Project to the District for ownership, operation, and maintenance. All pool facilities and amenity centers other than the Civic Reserve Community Center will be OA Amenities. The Civic Reserve Community Center will be owned and maintained by the District. The District agrees not to convey or transfer any Parks and Recreational Facilities to the Owners Association without the approval of the City. The District agrees to operate and maintain the Parks and Recreational Facilities conveyed to it in a good state of repair and in a manner so as not to create a nuisance or danger to the public health and safety. The City will have no obligation to operate or maintain the Parks and Recreational Facilities dedicated to the District.

ARTICLE IX.
RESTRICTIVE COVENANTS; LIMITATION ON DISTRICT POWERS; DUTIES OF OWNERS ASSOCIATION

Section 9.01 Restrictive Covenants. The Developer will impose Restrictive Covenants on all of the Land within the Project in order to assure high quality development and high quality maintenance of all improvements constructed for the benefit of the community that are not maintained by a public entity. The Restrictive Covenants, which will include any provisions specifically required by this Agreement, will be enforced by the Owners Association. Any Restrictive Covenants to be imposed on property owned or to be conveyed to the District will be subject to the review and

approval of the PDRD Director prior to recordation, which approval will not be unreasonably withheld, conditioned or delayed.

Section 9.02 Limitation on District Powers. The District agrees that it will not have or exercise the power to enforce Restrictive Covenants nor the power to own, finance, construct, or maintain any OA Amenities. All OA Amenities will be conveyed to and be owned, operated, and maintained by the Owners Association and not the District.

Section 9.03 Creation of Owners Association by the Developer. The Developer agrees to cause the Owners Association to be created as a Texas nonprofit corporation on or before the date the first subdivided lot within the District is sold to a third-party purchaser. This agreement of the Developer will constitute a covenant running with the Land, and will be binding upon the Developer and its successors and assigns until such time as the Owners Association is duly incorporated and notice of the creation is provided to the City and recorded in the Official Public Records of Travis County, Texas.

Section 9.04 Membership in and Duties of the Owners Association. The owners of all developed lots within the Project (other than the Owners Association, the District and/or Limited District, and any other public utility or public entity owning property within the District, including the City and/or Travis County), will be required to be members of the Owners Association under the terms of the Restrictive Covenants. The Owners Association will be granted assessment powers and lien rights under the Restrictive Covenants. The Owners Association will be obligated, among other duties, to enforce the Restrictive Covenants in order to maintain property values in the District and to accept all OA Amenities constructed by the Developer within the Project for ownership, operation, and maintenance. The Owners Association will be required, under the terms of the Restrictive Covenants, to levy assessments sufficient to pay all capital, operations and maintenance expenses associated with the OA Amenities.

ARTICLE X.
FINANCIAL AND BONDS

Section 10.01 Tax Rate. The District agrees that, unless otherwise approved in writing by the City Council, the District's total annual ad valorem tax rate must equal or exceed the City's annual ad valorem tax rate. The District agrees to adopt its annual tax rate in compliance with the legal requirements applicable to municipal utility districts, to report the tax rate set by the District each year to the District's tax assessor/collector and to perform all acts required by law for its tax rate to be effective.

Section 10.02 District Fees. The District agrees that the City will be exempt from, and will not be assessed, any District fees.

Section 10.03 Authority to Issue Bonds. The District will have the authority to issue Bonds:

(a) for the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants,

equipment, and appliances, undivided interests in facilities, and/or contract rights, necessary to:

(1) provide a water supply for municipal uses, domestic uses, and commercial purposes;

(2) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in Chapter 15-6 of the City Code); and

(3) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;

(b) to pay expenses authorized by Section 49.155, Texas Water Code, as amended;

(c) to develop and maintain Parks and Recreational Facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, et seq.), Texas Water Code, as amended;

(d) to develop, construct and maintain the Civic Reserve Community Center; and

(e) in accordance with the Enabling Legislation, to design, acquire, construct, and finance Road Improvements.

The District must issue its Bonds for the purpose of financing reimbursable expenses under Section 49.155, Texas Water Code, and the cost of purchasing, acquiring or constructing water, wastewater, and drainage facilities, interests in facilities, and/or contract rights prior to or simultaneously with issuance of Bonds for any other purpose. The City agrees that the District may issue its Bonds to finance, pay or reimburse 100% of all costs and expenses that it is authorized to finance, pay or reimburse under applicable rules of the Commission, and any conflicting, inconsistent or limiting provisions of Ordinance No. 810819-E, other City ordinances, or any other Applicable Rules are hereby waived.

Section 10.04 Maximum Amount of New Money Bonds. The District agrees that the total principal amount of new money Bonds that may be authorized for issuance by the District may not, without City Council approval, exceed $36,900,000 if the Buratti Tract identified in Exhibits L-3 and L-4 is not included in the District or, $79,800,000 if the Buratti Tract identified in Exhibits L-3 and L-4 is included in the District. This total principal amount of Bonds will be exclusive of the principal amount of any authorized refunding Bonds. At such time as the District canvasses the results of its bond election, it will provide a copy of the Board's order canvassing the returns of such election to the City.

Section 10.05 Timing of Issuance; Amortization Period; Maturities. In order to provide the City with some assurance as to the timing of the District's issuance and retirement of its debt, the District will use good faith efforts, subject to market conditions and sufficient existing tax base, to sell its last issue of Bonds on or before December 30, 2024. If the District fails or is unable to do so, the City will have the authority to revoke the District's authority to issue its remaining authorized but unissued Bonds and to proceed with annexation of the District for full purposes. All Bonds must be amortized over a period that does not exceed 25 years from the date of issuance, each issue of Bonds must be structured so that substantially level debt service requirements will be maintained throughout the amortization period of the issue, and each Bond issue must include an optional redemption date no later than 10 years after the date of issuance. These requirements may only be modified if the modification is approved in writing by the Finance Director following receipt of a written application from the District, setting forth the justification for the requested modification. The Finance Director will have no obligation to approve any such application.

Section 10.06 Notification for Bond Reviews. The District agrees to include the terms and conditions of this Agreement related to bond issuance in each application for the approval of the issuance of Bonds. The Developer agrees that it will not request reimbursement of and the District agrees it will not request authorization to reimburse any expenses not authorized by this Agreement.

Section 10.07 Notice to City. The District agrees to give notice to the City of its intention to issue Bonds by filing the information described in this Section with the Finance Director.

Section 10.08 Bonds Requiring Commission Approval. The District must give written notice to the Finance Director at the time the District submits any application to the Commission for approval of the issuance of Bonds.

Section 10.09 Refunding Bonds. In connection with: (a) an advance refunding that (i) has a final maturity no longer than the final maturity on the obligations refunded, (ii) will achieve a net present value savings in an amount consistent with the City's financial policies for City refundings, and (iii) has savings that are substantially or fairly uniform over each maturity being refunded; or (b) a current refunding that (i) has a final maturity no longer than the final maturity on the refunded obligations, (ii) will achieve a net present value savings, and (iii) has savings that are substantially or fairly uniform over each maturity of obligations being refunded, no prior notice to or City review or approval will be required; however, the District must deliver a certificate from its financial advisor that demonstrates that the proposed refunding will comply with this Section at least three business days before execution of the purchase agreement for the refunding and must deliver evidence of its compliance with the requirements of this Section to the City within three business days after the execution of the purchase agreement for the refunding.

Section 10.10 City Review and Approval. Upon Commission approval of any issuance of Bonds, the District must submit a copy of its application to the Commission including the engineering report and projected debt service schedule, a

copy of the Commission order approving the issuance of the Bonds, and any other information reasonably required by the PDRD Director to the City for review. The City's approval of any District Bond issue will not be unreasonably withheld, conditioned or delayed. The City will have the right to disapprove any proposed Bond issue only if the District or the Developer is not in compliance with any material term of this Agreement or the SPA. If the District is requested to provide evidence of compliance with this Section 10.10 at the time of the sale of its Bonds, the City agrees that the PDRD Director will be authorized to and will provide written confirmation of City approval to the District promptly upon the District's request.

Section 10.11 Other Funds. The District may use funds obtained from any available, lawful source to acquire, own, operate, and maintain its facilities, as well as to accomplish any purpose or to exercise any function, act, power, or right authorized by law and not prohibited by this Agreement. Such funds may include revenues from any of the systems, facilities, properties, and assets of the District that are not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources; and revenues from any other lawfully available source.

Section 10.12 Expenses Not Eligible for Reimbursement. A District Bond issue may not include more than two years of capitalized interest. Proceeds from a District Bond issue may not be used to reimburse a developer for more than two years of developer interest or land costs for the following:

(a) Easements for water and wastewater facilities within the boundary of the District that are granted to the City;

(b) Sites for lift stations, pump stations, and other above-ground water and wastewater infrastructure located within the boundary of the District that are conveyed to the City, except for sites for Major Water and Wastewater Facilities that are eligible for reimbursement under the rules of the Commission; and

(c) Sites for fire and emergency services stations, and library buildings.

Section 10.13 District Debt Service Tax. The District agrees to levy a tax to pay debt service on the District's Bonds in accordance with the terms of each resolution or order approving the issuance of its Bonds in each year while such Bonds are outstanding until the full purpose annexation of the District. All debt service tax revenues will be maintained in a separate account or accounts from the District's general operating funds. The District will require that its bookkeeper provide an accounting allocation of the debt service fund among the various categories of bonded facilities in order to simplify the City's internal allocation of the debt service fund following the full purpose annexation of the District and transfer of the fund to the City.

Section 10.14 Assumption of the District's Outstanding Obligations, Liabilities, and Assets Upon Full Purpose Annexation. Upon the City's full

purpose annexation of the District, the District's outstanding obligations, indebtedness, other liabilities, and assets will be transferred and assumed as provided in the SPA.

Section 10.15 Reimbursement Agreements; Payment to Developer Following Full Purpose Annexation. The District agrees that any Reimbursement Agreements that it enters into with a developer within the District will include the following provision relating to any sums payable by the City upon full purpose annexation of the District under Section 43.0715, Texas Local Government Code:

> If, at the time of full purpose annexation of the District, the developer has completed the construction of or financed any facilities or undivided interests in facilities on behalf of the District in accordance with the terms of this agreement, but the District has not issued Bonds to reimburse the developer for the cost of the facilities or undivided interests in facilities, the developer agrees that it will convey the facilities or undivided interests in question to the City, free and clear of any liens, claims or encumbrances, subject to the developer's right to reimbursement under Section 43.0715, Texas Local Government Code, modified as provided in this section. The developer agrees that the amount payable by the City will be determined based on costs and expenses that are eligible for reimbursement under Commission rules, without any waivers or variances, but will be payable to the developer in three equal annual installments, with the first payment being made within 30 days of the date of the City's full purpose annexation.

ARTICLE XI.
TERM, EFFECTIVENESS; ASSIGNMENT AND REMEDIES

Section 11.01 Term. The term of this Agreement will commence on the Effective Date and will end upon the City's full purpose annexation of the entire District, which will occur as provided in the SPA, unless this Agreement is sooner terminated under the provisions hereof.

Section 11.02 Effectiveness. The District acknowledges that this Agreement relates to the City's consent to the creation of the District and, as provided in the Enabling Legislation, the provisions of this Agreement are valid and enforceable.

Section 11.03 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written agreement of the City, the Developer and, after its creation, the District, or may be terminated or amended only as to a portion of the Land by the mutual written agreement of the City, the owners of a majority of the portion of the Land affected by the amendment or termination and, after its creation, the District. At such time as the Developer no longer owns land within the District, this Agreement may be amended by

mutual written agreement of the District and the City, and the joinder of the Developer will not be required.

Section 11.04 Agreement Running with the Land; Assignment.

(a) The terms of this Agreement will run with the land within the Project and be binding upon and insure to the benefit of the Developer and its successors and assigns. This Agreement, and the rights of the Developer hereunder, may be assigned by the Developer to a purchaser of all or a portion of the land within the Project. Any assignment must be in writing, specifically set forth the assigned rights and obligations without modification, hypothecation, or amendment, and be executed by the proposed assignee and a copy of the assignment must be provided to the City.

(b) If the Developer assigns its rights and obligations hereunder as to a portion of the land within the Project, then the rights and obligations of any assignee and the Developer will be severable, and the Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

(c) This Agreement is not intended to and will not be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 11.05 Cooperation; Agreement Not to Contest or Support Negative Legislation.

(a) The City, the District, and the Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder and provide to the other parties any other documents necessary to effectuate the terms of this Agreement.

(b) The City agrees to cooperate with the Developer in connection with any waivers or approvals the Developer may desire from Travis County in order to avoid the duplication of processes or services in connection with the development of the Land.

(c) Neither the Developer nor the District will engage in any litigation or legislative processes to challenge the terms of this Agreement, or to resolve any disputes related to the annexation process established by this Agreement or any related service plan. If any future legislation would have the effect of prohibiting the annexation of the District or requiring further approval of the District's residents to the annexation of the District as contemplated by this Agreement, it is the intent of the parties that annexation of the District be governed by the provisions of this Agreement notwithstanding such legislation. Neither the Developer nor District will seek or support legislation to incorporate all or any part of the District as a municipality. Neither the Developer nor the

District will contest any efforts of the City to assure that future legislation does not prohibit or impose additional requirements on the City's right and ability to annex the District in accordance with this Agreement.

(d) In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Developer, the District, and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement.

Section 11.06 Default and Remedies.

(a) Notice of Default; Opportunity to Cure. If a party defaults in the performance of any obligation under this Agreement, the non-defaulting party may give written notice to the other parties to this Agreement, specifying the alleged event of default and extending to the defaulting party 30 days from the date of the notice in order to cure the default complained of or, if the curative action cannot reasonably be completed within 30 days, 30 days to commence the curative action and a reasonable additional period to diligently pursue the curative action to completion.

(b) Dispute Resolution. If any default is not cured within the curative period specified above, the parties agree to use good faith, reasonable efforts to resolve any dispute among them by agreement, including engaging in mediation or other non-binding alternative dispute resolution methods, before initiating any lawsuit to enforce their respective rights under this Agreement. The parties will share the costs of any mediation or arbitration equally. The parties further agree that the City is not obligated to resolve any dispute based on an arbitration decision under this Agreement if the arbitration decision compromises the City's sovereign immunity.

(c) Other Legal or Equitable Remedies. If the parties are unable to resolve their dispute through mediation or arbitration, the non-defaulting party will have the right to enforce the terms and provisions of this Agreement by a suit seeking specific performance or such other legal or equitable relief as to which the non-defaulting party may be entitled. Any remedy or relief described in this Agreement will be cumulative of, and in addition to, any other remedies and relief available to such party. The parties acknowledge that the City's remedies will include the right, in the City's sole discretion, to terminate this Agreement and proceed with full purpose annexation of the District. No additional procedural or substantive requirements of State or local annexation law will apply to such annexation, or to the annexation ordinance.

(d) Waiver of District Sovereign Immunity upon Issuance of Bonds. In accordance with the Enabling Legislation, upon the issuance of Bonds by the District, the District waives sovereign immunity to suit by the City for purposes of adjudicating a claim by the City for the District's breach of this Agreement.

Section 11.07 Notices to Purchasers. In addition to the notice to purchasers required by Section 49.452, Texas Water Code, the District will promulgate and record in the Official Public Records of Travis County, Texas, and the Restrictive Covenants will require that each seller of land within the District provide to each purchaser of land within the District, a supplemental "plain speak" notice in the form attached as **Exhibit P**, which summarizes and gives notice of certain terms of this Agreement. This notice, with appropriate modifications, will also be included in the notice to purchasers included in the District's Information Form required to be recorded in the Official Public Records of Travis County, Texas, pursuant to Section 49.455 of the Texas Water Code, as amended from time to time.

Section 11.08 Dissolution of the District. If the District is dissolved without the prior written approval of the City, this Agreement will automatically terminate and the City will have the right to annex all of the territory within the District for full purposes without restriction. No additional procedural or substantive requirements of State or local annexation law will apply to such annexation and dissolution, or to the annexation and dissolution ordinance. If the District is dissolved, the City, as the successor to the District, will have the authority to execute any documents and to do any and all acts or things necessary to transfer the District's assets, obligations, indebtedness, and liabilities to the City.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

Section 12.01 Notice. (a) Any notice given under this Agreement must be in writing, except as provided in Subsection (b) and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

The City:	City of Austin P.O. Box 1088 Austin, Texas 78767-1088 Attn: City Manager
With Required Copy to:	City of Austin P.O. Box 1088 Austin, Texas 78767-1088 Attn: City Attorney
The Developer:	Onion Associates, Ltd.

2110-A Boca Raton Dr., Ste. 205
Austin, Texas 78747
Attn: Marc Knutsen

With Required Copy to:

Richard Suttle
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The District:

Cascades Municipal Utility District No. 1
c/o Armbrust & Brown, PLLC
Attn: Sue Brooks Littlefield
100 Congress Ave., Ste. 1300
Austin, Texas 78701

(b) Copies of meeting agendas, minutes, budgets; annual financial dormancy affidavits, financial reports, or audits required under Section 3.04 and other notices or submittals given to the PDRD Director, the Utility Director and/or the Finance Director may be delivered by facsimile or email to the following addresses, until changed as provided in Subsection (c):

If to the PDRD Director:

City of Austin
Attn: PDRD Director
Fax: 512 / 974-2269
Email: greg.guernsey@austintexas.gov

If to the Utility Director:

City of Austin
Attn: Utility Director
Fax: 512 / 972-0111
Email: greg.meszaros@austintexas.gov

If to the Finance Director:

City of Austin
Attn: Finance Director
Fax: 512 / 974-2573
Email: Elaine.hart@austintexas.gov

(c) Each of the parties may change its respective address to any other address within the United States of America by giving at least five days' written notice to the other parties. The Developer may, by giving at least five days' written notice to the City, designate additional parties to receive copies of notices under this Agreement. At such time as the Developer no longer owns land within the District, no further notice to the Developer under this Agreement will be required.

Section 12.02 Severability. If any part of this Agreement or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the parties agree that they will amend or revise this Agreement to accomplish to the greatest degree practical the same purpose as the part

determined to be invalid or unconstitutional, including, without limitation, amendments or revisions to the terms and conditions of this Agreement pertaining to or affecting the rights and authority of the parties in areas of the District annexed by the City pursuant to this Agreement, whether for limited or full purposes. If the parties cannot agree on any such amendment or revision within 90 days of the final judgment of the trial court or any state appellate court that reviews the matter, then either party may proceed in accordance with the procedures specified in this Agreement.

Section 12.03 Frustration of Purpose. If any part of this Agreement is modified as a result of amendments to the underlying State law and statutory authority for this Agreement, the parties agree that such modification may frustrate the purpose of this Agreement. The parties agree that, in such event, they will attempt to amend or revise this Agreement to accomplish to the greatest degree practical (i) the same purpose and objective of the part of this Agreement affected by the modification of the underlying State law and statutory authority and (ii) the original intent and purpose of this Agreement. If the parties cannot agree on any such amendment or revision within 90 days from the effective date of amendment of the State law and statutory authority for this Agreement, then this Agreement will terminate, unless the parties agree to an extension of time for negotiation of the modification.

If this Agreement is to be terminated as a result of the operation of this Section, the City will have the right, for a 90-day period prior to the effective date of termination, in its sole discretion, to annex the District for full purposes and dissolve the District. No additional procedural or substantive requirements of State or local annexation law will apply to such annexation and dissolution, or to the annexation and dissolution ordinance.

Section 12.04 Non-Waiver. Any failure by a party to insist upon strict performance by another party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 12.05 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 12.06 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 12.07 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine

gender include the feminine or neuter, and the singular includes the plural, and vice-versa. The parties acknowledge that each of them have been actively and equally involved in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and any otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 12.08 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 12.09 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized in conformity with its City Charter and City ordinances. The Developer certifies, represents, and warrants that the execution of this Agreement has been duly authorized in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on its behalf. The District certifies, represents and warrants that this Agreement has been duly authorized in conformity with all applicable laws and regulations.

Section 12.10 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A	-	The Land
Exhibit B	-	Project
Exhibit C	-	Land Plan
Exhibit D	-	Post-Annexation Surcharge Formula
Exhibit E	-	Civic Uses
Exhibit F	-	Stormwater, Drainage, Water Quality and Environmental Protection Requirements
Exhibit G	-	Tree and Landscaping Requirements
Exhibit H	-	Transportation Requirements
Exhibit I	-	Building and Urban Design Standards
Exhibit J	-	Art in Public Places Participation
Exhibit K	-	Affordable Housing Participation
Exhibit L-1	-	Conceptual Major Water Facilities for Cascades Tract Only
Exhibit L-2	-	Conceptual Major Wastewater Facilities for Cascades Tract Only
Exhibit L-3	-	Conceptual Major Water Facilities for Cascades and Buratti Tract
Exhibit L-4	-	Conceptual Major Wastewater Facilities for Cascades and Buratti Tract

Exhibit M	-	Terms of Cost Reimbursement and Participation
Exhibit N	-	Form of Covenant Requiring Dedication of Easements
Exhibit O	-	Park and Open Space Requirements
Exhibit P	-	"Plain Speak" Notice Form

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

CITY:

CITY OF AUSTIN, TEXAS

By: Sue Edwards
Name: Sue Edwards
Title: Assistant City Manager
Date: 8/29/2014

APPROVED AS TO FORM:

By:
Name: James M. Williams, Sr.
Title: Assistant City Attorney

DEVELOPER:

Onion Associates, Ltd., a Texas limited partnership

By: Onion ASGP, Inc., a Texas corporation, its General Partner

By: _____
Marc Knutsen, President

Date: 8/27/14

DISTRICT:

CASCADES MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Name: George Roman
Title: President,
Board of Directors

Date: 8/25/2014

ATTEST:

By: _____
Name: Allen Gallia
Title: Secretary
Board of Directors

Date: 8/25/2014

EXHIBIT A
The Land

135.796 ACRES, OUT OF THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS BEING ALL OF THAT 223.68 ACRES OUT OF THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS AND BEING ALL OF A CALLED 117.188 ACRE TRACT, ALL OF A CALLED 2.273 ACRE TRACT, ALL OF A CALLED 87.884 ACRE TRACT, ALL A OF CALLED 8.17 ACRE TRACT ALL DESCRIBED IN CORRECTION JOINT PARTNERSHIP CONTRIBUTION GENERAL WARRANTY DEED TO ONION ASSOCIATES, LTD RECORDED IN DOCUMENT NO. 2006236625, ALL OF A CALLED 1.9965 ACRE TRACT DESCRIBED IN DOC. NO. 2006146663 ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND 6.038 ACRE TRACT OUT OF LOT 1, ST. ALBIN'S ADDITION A SUBDIVISION OF RECORD IN CABINET 86, SLIDE 88C OF THE PLAT RECORD OF TRAVIS COUNTY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with cap marked "LANDESIGN" set in the existing east right-of-way line of Interstate Highway 35 (IH 35) (400' right-of-way width), in the west line of said Lot 1 and in the east line of a called 14.771 acre tract described in deed to the State of Texas for right-of-way recorded in Volume 1608, Page 170 of the D.R.T.C.T.;

THENCE North 17°32'12" East 1714.84 feet with the west line of said Lot 1, the west line of said 1.9965 acres and the east line of said 87.884 acres and the existing east right-of-way line of IH 35 to a calculated point in the center of Onion Creek at the northwest corner of the 87.884 acres and the southwest corner of Lot A, Onion Creek Section 1-B, a subdivision of record in Book 79, Page 313 of the Plat Records of Travis County, Texas;

THENCE South 75°57'21" East 450.62 feet with the centerline of Onion Creek, the north line of the 87.884 acres, the south line of said Lot A, and the south line of Lot B, Onion Creek Section 1-C, a subdivision of record in Book 79, Page 311 of the Plat Records of Travis County, Texas to a calculated point;

THENCE South 77°12'21" East 334.57 feet with the centerline of Onion Creek, the north line of the 87.884 acres, the south line of said Lot B, the south line of Lot C, Onion Creek Section 1-D, a subdivision of record in Book 79, Page 309 of the Plat Records of Travis County, Texas, and the south line of a remainder of a called 960 acre tract described in deed to Onion Creek Development Company recorded in Volume 9111, Page 262 of the D.R.T.C.T. to a calculated point;

THENCE with the centerline of Onion Creek, the north line of the 87.884 acres, and the south line of said remainder of 960 acres the following eight (8) courses:

1. South 59°56'55" East 220.25 feet to a calculated point;
2. South 75°15'28" East 402.24 feet to a calculated point;
3. South 79°40'28" East 357.17 feet to a calculated point;
4. South 42°47'28" East 114.70 feet to a calculated point;
5. South 60°30'58" East 308.12 feet to a calculated point;
6. South 03°38'28" East 131.00 feet to a calculated point;
7. South 27°58'28" East 206.00 feet to a calculated point;
8. South 56°44'22" East 249.40 feet to a calculated point at the northeast corner of the 87.884 acres and the northwest corner of said 117.188 acres;

THENCE with the centerline of Onion Creek, the north line of the 117.188 acres, and the south line of said remainder of 960 acres the following four (4) courses:

1. South 61°45'03" East 450.70 feet to a calculated point;
2. South 53°04'03" East 251.84 feet to a calculated point;
3. South 45°15'03" East 186.54 feet to a calculated point;
4. South 65°01'55 East 50.33 feet to a calculated point at the northeast corner of the 117.188 acres and the northwest corner of a called 64 acre tract described as First Tract in deed to Richard D. Spillman recorded in Volume 6287, Page 218 of the D.R.T.C.T.;

THENCE South 27°48'54" West, passing a capped iron rod stamped "RPLS 4091" at 58.94 feet and continuing a total distance of 838.63 feet with the east line of the 117.188 acres and the west line of the 64 acres to a to a 1/2" iron rod found;

THENCE South 27°33'39" West 498.18 feet continuing with the east line of the 117.188 acres and the west line of the 64 acres to a 7/8" iron rod found at the southwest corner of the 64 acres;

THENCE South 74°32'31" East 1128.82 feet with the north line of the 117.188 acres and the south line of the 64 acres to a 5/8" iron rod found at the northwest corner of a called 24.60 acre tract described in said deed to Richard D. Spillman recorded in Volume 6287, Page 218 of the D.R.T.C.T.;

THENCE South 27°34'11" West 2048.99 feet with the east line of the 117.188 acres and the west line of the 24.60 acres to a 1/2" iron rod found at the southeast corner of the 117.188 acres, the southwest corner of the 24.60 acres, and in the north line of a called 30 acre tract described as part of the Fifth Tract in said deed to Richard D. Spillman recorded in Volume 6287, Page 218 of the D.R.T.C.T.;

THENCE North 62°29'14" West 1103.84 feet with the south line of the 117.188 acres and the north line of the 30 acres to a 1/2" iron rod found at the northwest corner of the 30 acres and the northeast corner of a called 30.5 acre tract described as part of the Fifth Tract in said deed to Richard D. Spillman recorded in Volume 6287, Page 218 of the D.R.T.C.T.;

THENCE North 65°21'21" West 458.13 feet with the south line of the 117.188 acres and the north line of the 30.5 acres to a 1/2" iron rod found;

THENCE North 65°40'34" West 449.66 feet continuing with the south line of the 117.188 acres and the north line of the 30.5 acres to a 1/2" iron rod with cap stamped "LANDESIGN" found at the southwest corner of the 117.188 acres and the southeast corner of a called 27 acre tract described as part of the Fifth Tract in said deed to Richard D. Spillman recorded in Volume 6287, Page 218 of the D.R.T.C.T.;

THENCE North 27°19'41" East 1665.86 feet with the west line of the 117.188 acres and the east line of the 27 acres to a 60-d found in a hackberry tree;

THENCE North 27°22'02" East 188.61 feet with the west line of the 117.188 acres and the east line of the 27 acres to a 1/2" iron rod found;

THENCE North 25°45'46" East 233.22 feet continuing with the west line of the 117.188 acres and the east line of the 27 acres to a 1/2" iron rod found at the southwest corner of the 87.884 acres and the northeast corner of a the 27 acres;

THENCE North 74°02'03" West 712.31 feet with the south line of the 87.884 acres and the north line of the 27 acres to a 1/2" iron rod with cap stamped "LANDESIGN" set;

THENCE North 73°53'51" West 10.10 feet with the south line of the 87.884 acres and the north line of the 27 acres to a 1/2" iron rod with cap stamped "LANDESIGN" set at the northwest corner of the 27 acres and the northeast corner of the said 2.273 acres;

THENCE with the east line of the 2.273 acres and the west line of the 27 acres the following three (3) courses:

1. South 41°45'45" West 8.27 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
2. South 81°26'45" West 95.67 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
3. South 02°46'45" West 125.27 feet to a 1/2" iron rod found at the southeast corner of the 2.273 acres and the northeast corner of a called 8.17 acre tract described in deed to Onion Associates, LTD recorded in Document No. 2006236625 of the O.P.R.T.C.T.;

THENCE with the east line of said 8.17 acre tract, the west line of said 27 acres and with the center of ravine the following seven (7) courses:

1. South 02°45'21" West a distance of 183.65 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
2. South 30°23'21" West a distance of 196.83 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
3. South 54°24'14" West a distance of 69.90 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
4. South 19°24'02 West a distance of 23.32 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
5. South 38°57'02" East a distance of 47.93 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
6. South 16°41'39" West a distance of 57.49 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
7. South 35°10'00" West a distance of 61.07 feet to a 1/2 inch iron rebar found for the southeast corner of said 8.17 acre tract and the northeast corner of a called 58.3885 acre tract described as Tract 1 conveyed to South IH 35 Investors, LP. of record in Document No. 2006214573 of the Official Public Records of Travis County Texas;

THENCE North 66°56'45" West with the south line of said 8.17 acre tract and the north line of said Tract 1 passing the southeast corner of said Tract 1 and the southwest corner of said Lot 1 at

580.62 feet a continuing a total distance of 866.80 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;

THENCE crossing through said Lot 1 the following two (2) courses:

1. North 17°51'38" East a distance of 576.13 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
2. North 73°51'44" West a distance of 725.16 feet to the POINT OF BEGINNING.

SAVE LESS AND EXCEPT THE 87.884 ACRE TRACT OR PARCEL THEREOF DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin found at the Southeast corner of said 26.00 acre tract, being in the West line of that certain 117.20 acre tract of land described in Volume 12150, Page 1255 of the Real Property Records of Travis County, Texas, for the Southeast corner and PLACE OF BEGINNING hereof;

THENCE along the South line of said 26.00 acre tract, N 71°11'45" W for a distance of 712.31 feet to a ½ inch capped iron pin set at the Northeast corner of that certain 2.2272 acre tract of land described in Volume 9261, Page 714 of the Real Property Records of Travis County, Texas;

THENCE along the North line of said 2.2272 acre tract, N 71°03'33" W for a distance of 173.66 feet to a ½ inch iron pin found and N 67°01'32" W for a distance of 678.95 feet to a ½ inch iron pin found at the Northwest corner of said 2.2272 acre tract, being in the South line of said 63.45 acre tract;

THENCE along the South line of said 63.45 acre tract, N 33°32'38" W for a distance of 145.29 feet to a ½ inch iron pin found at N 71°03'16" W for a distance of 698.93 feet to a ½ inch capped iron pin set at the Southwest corner of said 63.45 acre tract, being on the East r.o.w line of Interstate Hwy. No. 35, for the Southwest corner hereof;

THENCE along the West line of said 63.45 acre tract, being along the East r.o.w. line of Interstate Hwy. No. 35, N 20°25'54" E for a distance of 1499.77 to an "X" found cut in rock in the approximate centerline of Onion Creek, being at the Northwest corner of said 63.45 acre tract, being at the Southwest corner of Onion Creek Section 1-B, a subdivision recorded in Plat Book 79, Page 313 of the Plat Records of Travis County, Texas, for the Northwest corner hereof;

THENCE along the North lines of said 63.45 acre tract and 26.00 acre tract, being along the approximate centerline of Onion Creek for the following courses:

1. S 73°04'00" E for a distance of 450.65 feet to an angle point
2. S 74°19'00" E for a distance of 334.57 feet to an angle point
3. S 57°11'00" E for a distance of 216.95 feet to an angle point
4. S 72°26'00" E for a distance of 402.24 feet to an angle point
5. S 76°51'00" E for a distance of 357.17 feet to an angle point
6. S 39°52'00" E for a distance of 114.70 feet to an angle point
7. S 57°41'30" E for a distance of 308.12 feet to an angle point
8. S 00°49'00" E for a distance of 131.00 feet to an angle point
9. S 25°09'00" E for a distance of 206.00 feet to an angle point
10. S 53°57'45" E for a distance of 249.20 feet to the Northeast corner of said 26.00 acre tract, being at the Northwest corner of said 117.20 acre tract, for the Northeast corner hereof;

THENCE along the East line of said 26.00 acre tract, being along the West line of said 117.20 acre tract for the following courses:

1. S 35°25'22" W for a distance of 55.37 feet to a ½ inch iron pin found
2. S 29°42'53" W for a distance of 874.40 feet to a ½ inch iron pin found
3. S 30°58'12" W for a distance of 281.26 feet to the PLACE OF BEGINNING and containing 87.884 acres of land, more or less.

EXHIBIT B

Project

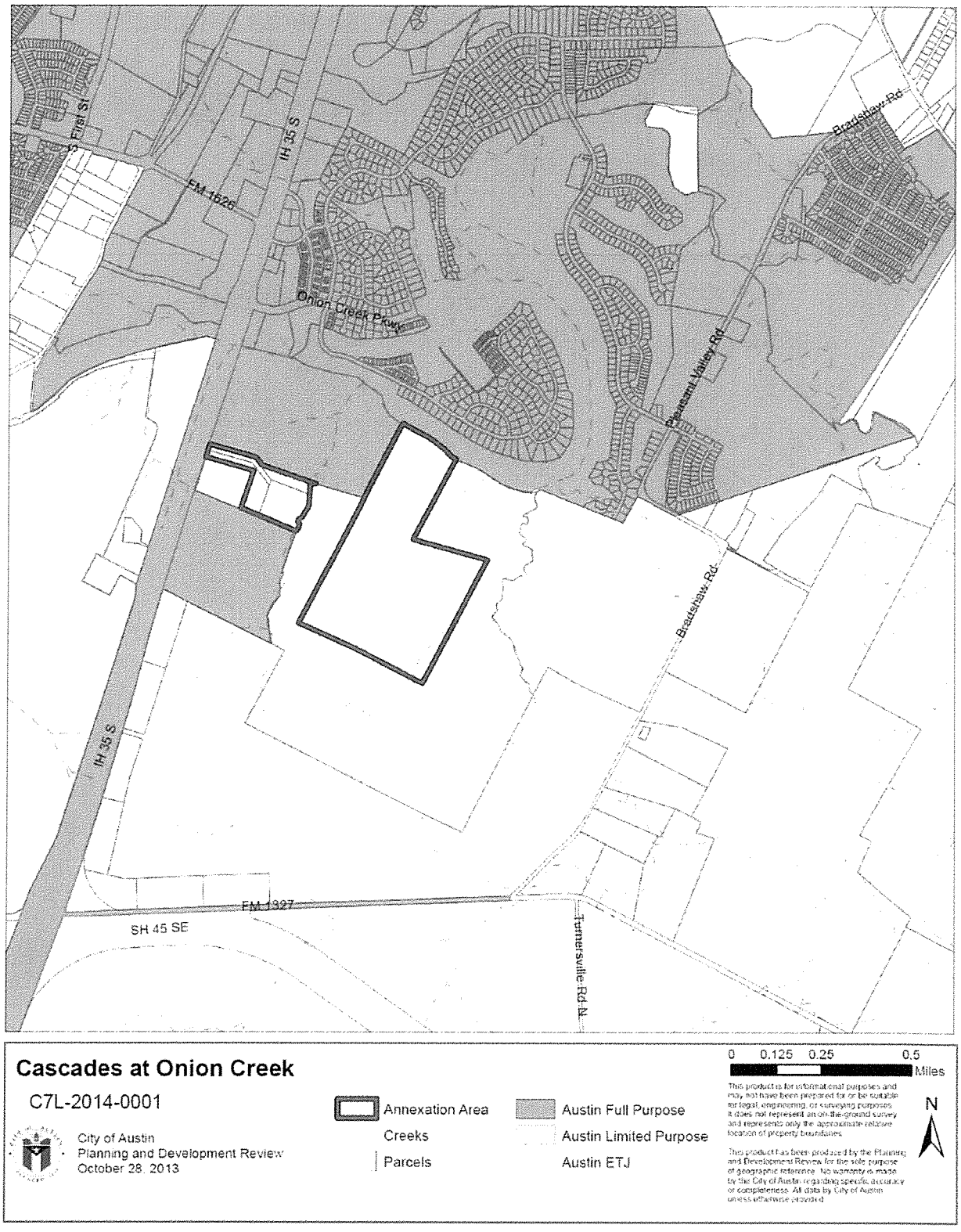


EXHIBIT C
Land Plan

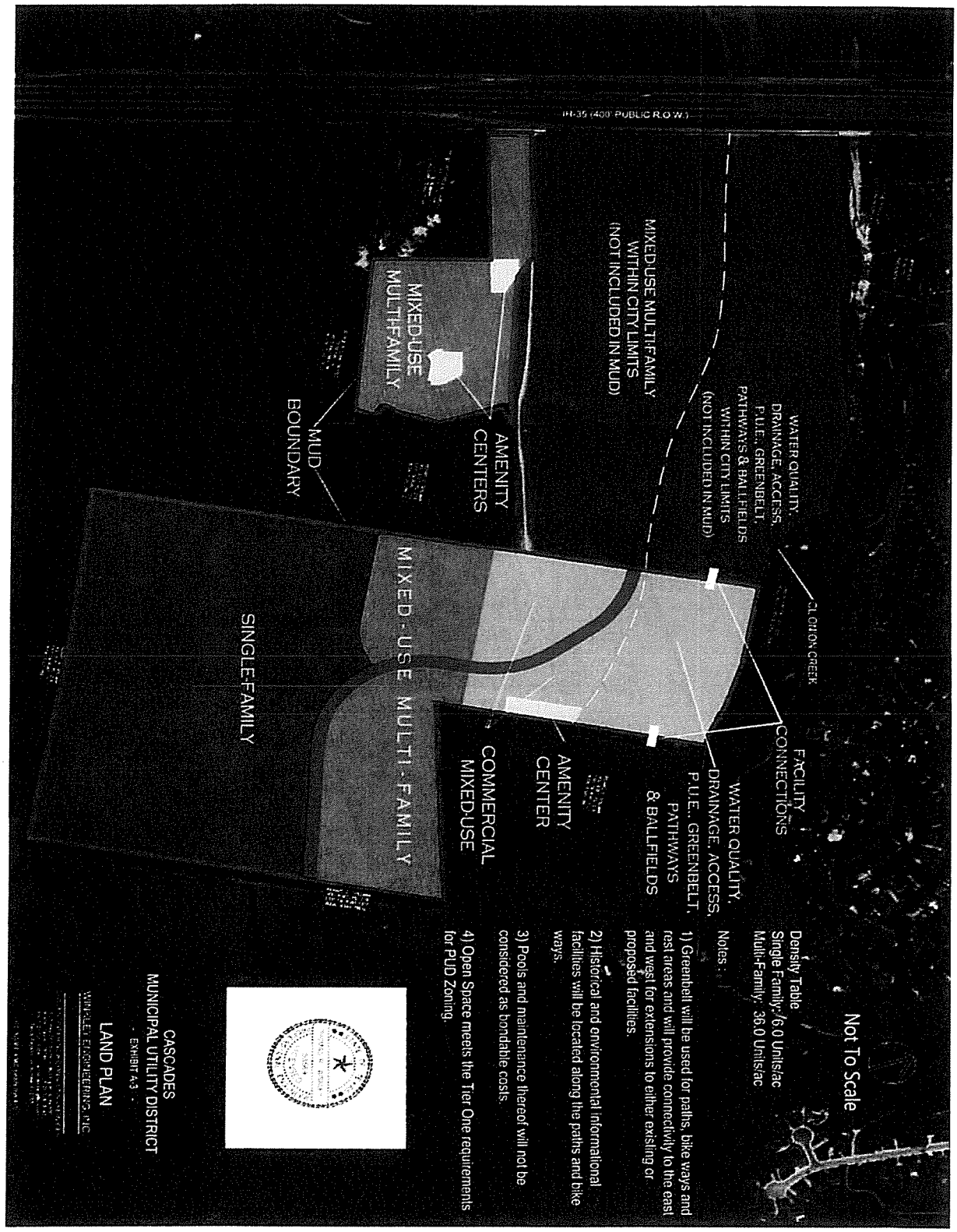


EXHIBIT D
Post Annexation Surcharge Formula

The following calculation is intended to allow the City to collect sufficient funds for payment of the debt service remaining on the District's Bonds at the time of annexation, as authorized by Section 54.016(h), Texas Water Code. After annexation, the water and wastewater rates charged to customers receiving water and sewer services at properties that were within the territorial boundary of the District at the time of annexation may vary from the water and wastewater rates charged to customers receiving services at other properties within the City in order to compensate the City for the assumption of the debt on the District's Bonds. These water and wastewater rates will be reflected as a post annexation surcharge on the customers' monthly utility bills and will be stated as a percentage of the water and sewer rates of the City. The amount of the post-annexation surcharge and the percentage of the City's water and wastewater rates will vary as the City's rates are amended, but in no event will the rates of customers charged the post annexation surcharge exceed 125% of the water and wastewater rates charged to other customers within the City who are not otherwise subject to a post-annexation surcharge.

FORMULA FOR SURCHARGE CALCULATION:

1.	A	=	$\frac{P \times I}{1 - [(1 + I)^{-n}]}$
2.	S	=	$\frac{A}{12 \times ESCFs}$

where:

A = total annual post annexation surcharge

P = principal outstanding on the District's Bonds, less any reduction provided for by Note 1, below

I = average annual effective interest rate on the District's outstanding Bonds

n = years remaining in debt retirement period

ESFCs = total number of equivalent single family customer connections within the territorial boundary of the District

S = monthly post annexation surcharge per equivalent single family connection, but in no event will S exceed 125% of the water and sewer rates charged to other customers within the City

Note 1: P will be reduced by the amount of District funds transferred to the City at the time of annexation or received by the City after annexation, including any debt service taxes paid to the City for the year of annexation as provided in this Agreement.

Note 2: For purposes of illustration, the following are examples of the application of the formula set forth above and the calculation of the post annexation surcharge under this Exhibit based on certain assumptions:

Example 1:

Principal Remaining: $3,000,000
Interest Rate: 4.5 %
Remaining Term of bonds: 15 years
Equivalent Single Family Connections: 1,183
Monthly Surcharge: $19.68

Example 2:
Principal Remaining: $5,000,000
Interest Rate: 6.25 %
Remaining Term of bonds: 15 years
Equivalent Single Family Connections: 2,500
Monthly Surcharge: $17.44

Example 3:
Principal Remaining: $1,000,000
Interest Rate: 6.25 %
Remaining Term of bonds: 5 years
Equivalent Single Family Connections: 3,168
Monthly Surcharge: $6.29

EXHIBIT E
Civic Uses

1. Fire Station Site

The Developer will donate a fire station site containing two net buildable acres within the Project, the location of which will be mutually agreeable to the Developer and Austin Fire Department and designated as part of the PUD process.

The initially designated site may be relocated to another site within the Project in the future with the approval of the City.

2. Civic Reserve Community Center

The Civic Reserve Community Center will include a minimum of one shower/changing facility that will be available to residents of the Project and tenants of commercial buildings within the District and their employees.

EXHIBIT F
Stormwater, Drainage and Water Quality and Environmental Protection Requirements

Storm Water Management

The Developer agrees to participate in the City's Regional Storm Management Plan ("*RSMP*") for the entire Project. 215 acres of the Project has received conditional approval to participate in the RSMP by letter dated May 1, 2007 and 12 acres has received conditional approval to participate in the RSMP by letter dated September 19, 2012. If participation in RSMP is not approved for any portion of the Project, the Developer will design any required detention ponds to meet the City's Volumetric Design Procedure.

Watershed Protection

The Developer agrees that the following requirements will be applicable within the District:

1. Green water quality controls will be provided, including additional capture volume for approximately 25%. An example is the use of bio-filtration and vegetative filter strips.
2. The use of potable water for onsite irrigation will be reduced, including by providing rainwater harvesting for the Civic Reserve Community Center. Commercial developers will be encouraged to provide rainwater harvesting for their buildings within the District.
3. An Integrated Pest Management Plan in accordance with City of Austin criteria will be implemented.
4. Areas disturbed by development will be revegetated with native plant species (landscaping will not be subject to this requirement).
5. Creek setbacks will be provided consistent with the October 2013 amendments to the City's Watershed Protection Ordinance.
6. Areas of the creek bank that require stabilization will be stabilized using non-engineered methods.
7. Ribbon curbs and vegetative filter strips will be used adjacent to parking in commercial areas.
8. The City's commercial landscape ordinance will apply.
9. Polluting uses will be prohibited through the imposition and enforcement of appropriate restrictive covenants.
10. These requirements will also apply to any additional areas added to the District in the future.
11. Developer agrees to use reasonable efforts to ensure that the Project will not negatively impact surrounding property when considering flood conditions (as determined by the City).

EXHIBIT G
Tree and Landscaping Requirements

1. The Developer will prepare a tree preservation plan in consultation with the City's arborist during the PUD process that, at a minimum, will satisfy the requirements of the City's Tree Preservation Ordinance, Protected and Heritage Tree, with additional emphasis given to trees less than 19" in diameter, where feasible, counting towards or fulfilling the tree planting/preservation requirements.

2. A tree care plan, prepared by a certified arborist, will be provided for construction-related impacts within the critical root zone of all trees that are required to be preserved.

3. The Developer and the District will each properly maintain its landscaping, subject to any applicable water use or other restrictions imposed by the City or other governmental authority.

4. Upon Reclaimed Water being brought to the Project, the District will use Reclaimed Water for irrigation in open space areas where such use is economically feasible, subject to applicable water use restrictions imposed by the City.

5. The Developer will provide a tree corridor, planned in consultation with the City's arborist, along the Onion Creek Trail extension.

6. The Developer will implement species diversity in any landscaping or revegetation requirement, using no more than 25% of any one species.

7. A minimum of three trees selected from the City's appropriate species list will be provided on each residential lot.

EXHIBIT H
Transportation Requirements

Transportation

1. Onion Creek Trail will be extended within the Project in order to provide connectivity between District amenities and City amenities outside the District boundaries.

2. Two ADA-compliant 16-foot wide pedestrian/bicycle tunnels under Cascades Parkway will be provided to provide access to schools, parks, and other destinations without crossing major roads within the Project.

3. Bicycle routes, including a connection to the Onion Creek greenway, will be provided to connect to existing or planned bicycle routes.

4. A publicly accessible 12-foot wide concrete multi-use path with a two-foot graded area with a maximum 1V:6H slope on each side as identified as the Onion Creek Greenway/Route 963.0002 within COA Bicycle Master Plan will be dedicated and constructed in accordance with American Association of State Highway and Transportation Officials standards within the boundaries of the District.

5. For collector street(s) with the District, buffered bicycle lanes (comprised of a six-foot six-inch bicycle lane with a two-foot buffer between bicycle lane and motor vehicle lane in accordance with National Association of City Transportation Officials guidance) with restricted on-street parking and minimum five-foot sidewalks (seven-foot sidewalks in a 15-foot module if Commercial Design Standards apply) will be provided.

6. For local street(s) within the District, minimum four-foot sidewalks (five-foot sidewalks in a 12-foot module if Commercial Design Standards apply) will be provided.

7. Bicycle parking meeting City Code requirements will be provided for multi-family, amenity center(s), and mixed-use/commercial.

8. A minimum of one shower/changing facility will be provided within the Civic Reserve Community Center that will be available for use by all residents of the Project and tenants of commercial buildings within the District and their employees.

9. If any additional land is added to the District, additional connectivity will be provided through that area.

10. An appropriately sized and City approved golf course path crossing Onion Creek, with an access easement dedicated to City, will be constructed and maintained by the District. This path will be included in the Project's first site plan.

11. Within 60 days after the effective date of this consent agreement, Developer will meet with City and Capital Metro representatives to discuss the necessary actions for the Project to contain a multi-model transit location and service provided by Capital Metro.

EXHIBIT I
Building and Urban Design Standards

Urban Design

1. Sidewalk modules and building placement for the commercial and mixed-use multifamily areas will be designed in accordance with the Commercial Design Standards (Subchapter E) with:

   - Cascades Parkway designated as a Core Transit Corridor;
   - Other roadways within these areas designated as Urban Roadways; and
   - Lots over five acres designed according to Internal Circulation Route standards.

2. A pedestrian tunnel connecting the commercial areas on both sides of Cascades Parkway will be provided.

EXHIBIT J
Art in Public Places Participation

The Developer will prepare a Public Art Master Plan, which will identify opportunities, guiding principles and locations within the Project for outdoor art installations to be implemented and managed by the Developer. All subsequent operations and maintenance of the artwork will be the responsibility of the Developer or the Owners Association.

The Developer will provide interpretive signage and related artwork along the Onion Creek trail system within the District. The signage will describe the history of the area and include information on the heritage Live Oak trees along the trail.

EXHIBIT K
Affordable Housing Participation

In order to meet the City's affordable housing goals, the Developer agrees as follows:

1. Ten percent of the residential rental units within the District will, by restrictive covenant, be set aside for households with an income level of 60% or less of the median family income in the Austin metropolitan statistical area for a period of 40 years from the Effective Date of this Agreement. Rents will be established annually based on the 60% annual income x 28%/12.

2. Ten percent of the owner-occupied residential units within the District will be priced, at the time of their initial offering for sale, at a price that is affordable to a household with an income level of 80% of the median family income in the Austin metropolitan statistical area.

3. Income limits are established annually as determined by the director of the Neighborhood Housing and Community Development Office (NHCD) and the United States Department of Housing and Urban Development (HUD). Compliance and monitoring will be performed by the Neighborhood Housing and Community Development Office. The Director of NHCD will establish rules and criteria for implementation of the affordability section. Affordable means households spend no more than 30% of their income towards rent or mortgage (PITI) and utilities.

Per Section 25-1-704(B)(2)(b), the development may be eligible for a waiver of 100% of the fees as provided by the S.M.A.R.T. Housing program. Participation is subject to application approval and certification by NHCD.

4. The Developer will make a financial contribution to the City's affordable housing program equal to three percent of the net reimbursements for "hard" construction costs actually received by the Developer out of the proceeds of bonds issued by the District. This contribution will be calculated as follows:

Total District Bond Issue Amount: $_____

Less:

Non-Construction Costs, including:

Legal and Financial Advisory Fees: $_____

Interest Costs, including $_____

Capitalized and Developer Interest

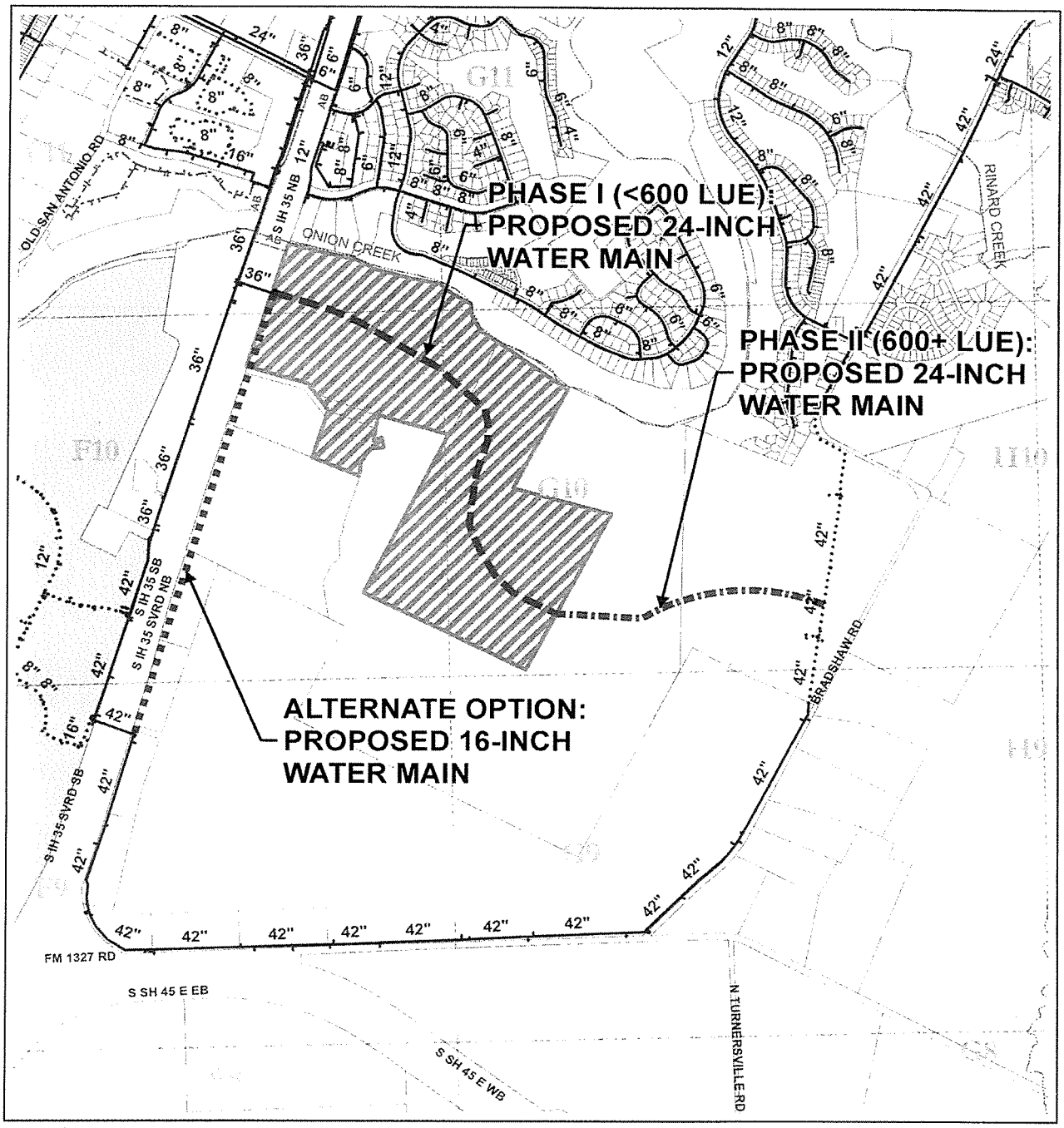
Bond Discount $_____

Administrative and Organizational (including creation costs and operating advances)	$_____
Bond Application Engineering Report, Market Study	$_____
Bond Issuance Expenses, including TCEQ Bond Issuance Fee, Attorney General Review Fee, Rating Agency Fees, Bond Insurance	$_____
Application, Review and Inspection Fees	$_____
Site Costs	$_____
Offsite Costs	$_____
Engineering and Geotechnical:	$_____
Total Non-construction Costs:	$_____

NET ELIGIBLE MUD BOND ISSUE AMOUNT	$_____*
AFFORDABLE HOUSING CONTRIBUTION PERCENTAGE:	X 3%
AFFORDABLE HOUSING CONTRIBUTION:	$_____

5. Each contribution will be calculated based upon costs approved for reimbursement under applicable Commission rules and a report on reimbursable costs prepared by a certified professional accountant on behalf of the District at the time of each Bond issue.

EXHIBIT L-1
Conceptual Major Water Facilities for Cascades Tract Only



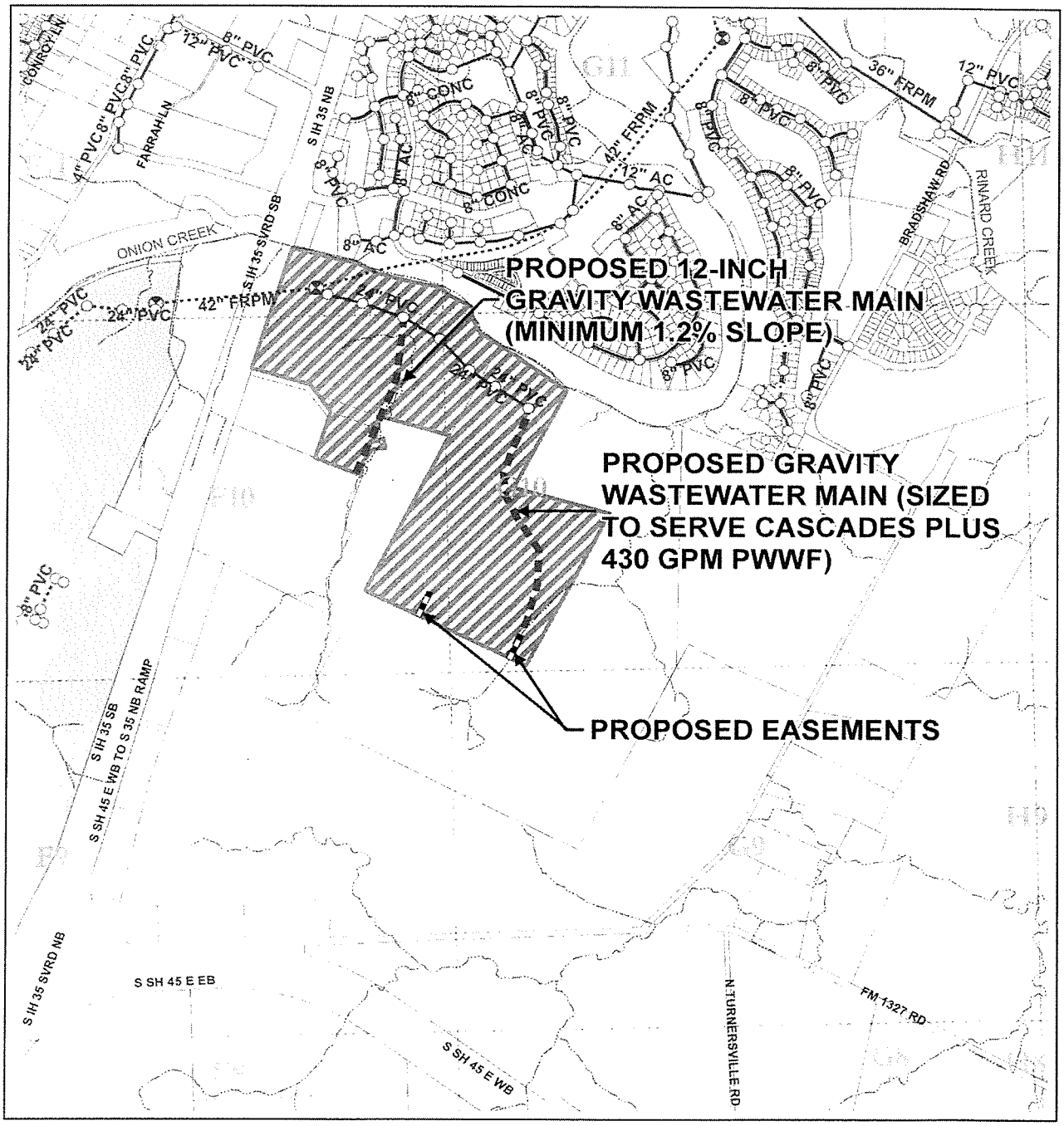
0 750 1,500 3,000 Feet

Cascades Tract
Full-Purpose City Limit
2-Mile ETJ
Limited Purpose City Limit

Cascades MUD
Water Exhibit - Cascades Tract Only

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. Utility Development Services Plotted 09/11/2013

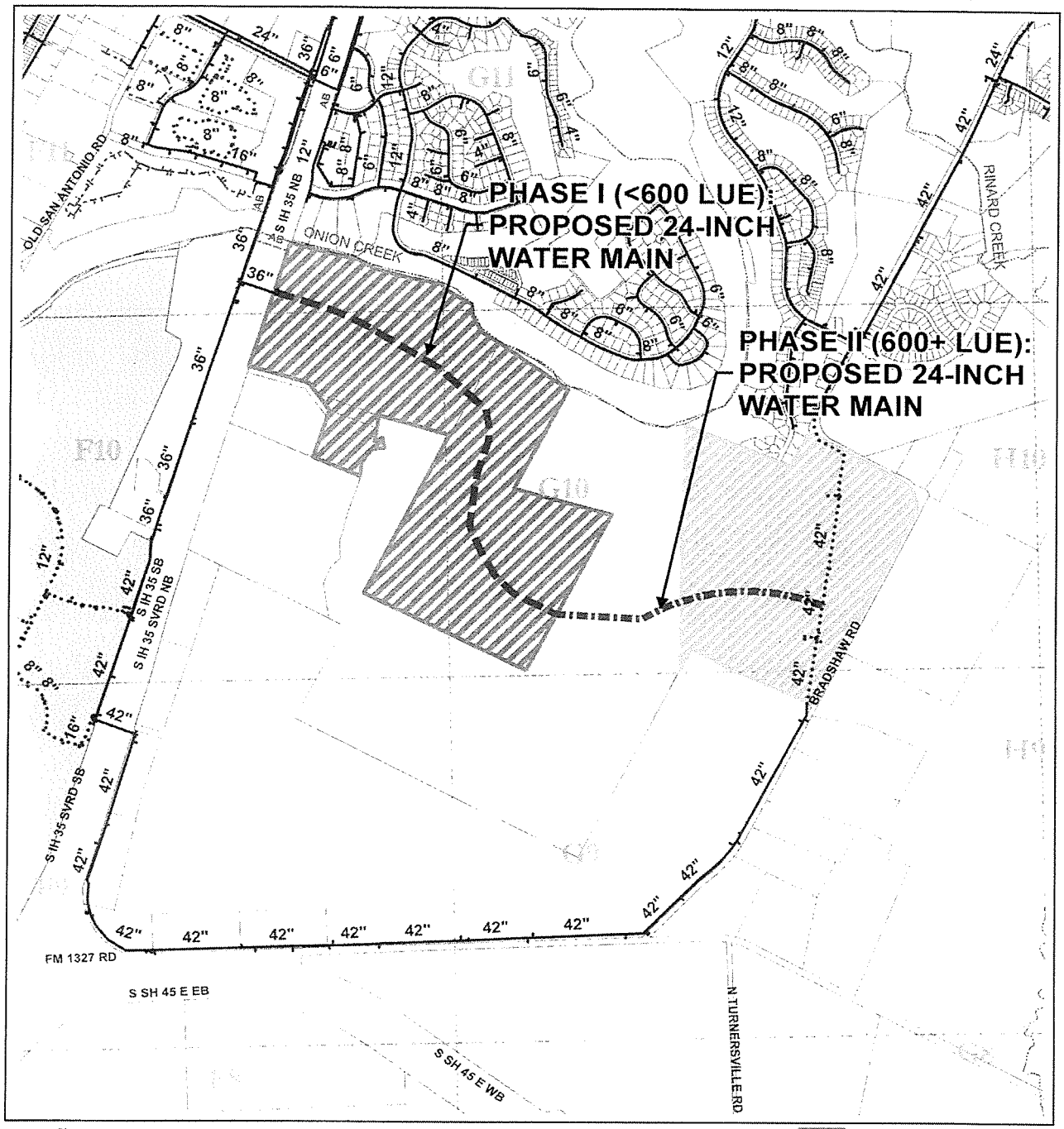
EXHIBIT L-2
Conceptual Major Wastewater Facilities for Cascades Tract Only



Cascades MUD
Wastewater Exhibit - Cascades Tract Only

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. Utility Development Services Plotted 09/11/2013

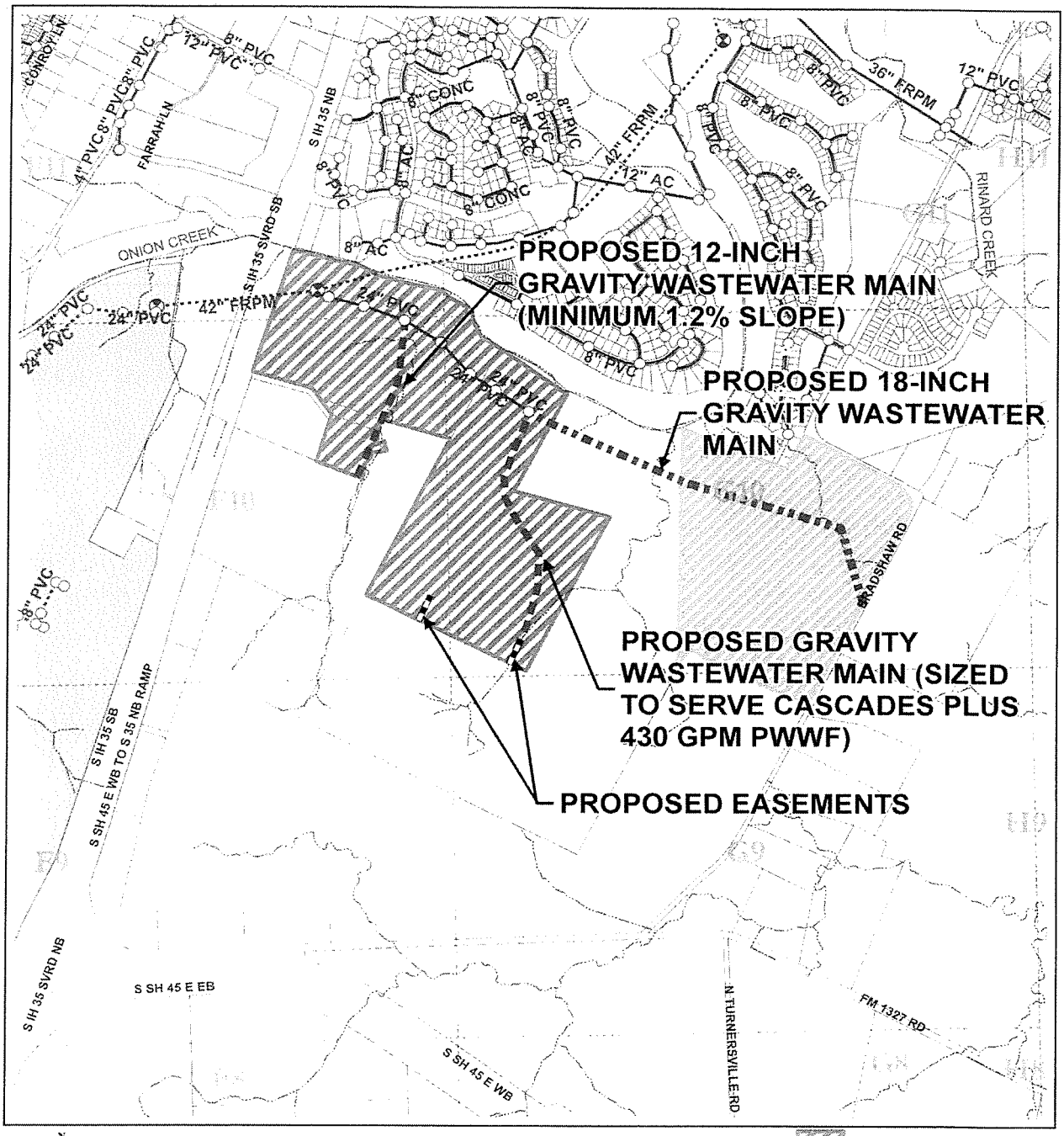
EXHIBIT L-3
Conceptual Major Water Facilities for Cascades and Buratti Tracts



Cascades MUD

Water Exhibit - Cascades & Burratti Tracts

EXHIBIT L-4
Conceptual Major Wastewater Facilities for Cascades and Buratti Tracts



Cascades MUD
Wastewater Exhibit - Cascades & Burratti Tracts

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. Utility Development Services Plotted 09/11/2013

EXHIBIT M
Oversizing and Cost Participation

The Developer waives the $3,445,939 cost reimbursement authorized by City Council Resolution No. 20081218-005 on December 18, 2008 for actual construction, engineering, design, and project management costs associated with the 24-inch water transmission line that would cross through the Property.

1. If only the 135.796 acres originally contained within District is developed as part of the District, the Developer will provide the following, at no cost to the City:

    a. The addition of a second water feed in to the District when development within the District reaches 600 LUEs, with the preferred second feed being an extension of the proposed 24-inch water transmission main from its eastern terminus to the City's existing 42-inch water transmission main in the proposed realignment of Bradshaw Road and, if the easements required for the preferred location cannot be secured, the alternative being an extension of the proposed 16-inch water main along the IH35 frontage of the District south along IH35 to the existing 42-inch water transmission main.

    b. The addition of a 12-inch wastewater main with a minimum slope of 1.2% from the middle "wastewater tie-in" on the City's existing 24-inch wastewater interceptor and running south parallel to the creek that bisects the Project to the southern boundary of the District.

    c. Construction of a wastewater main within the Project appropriately sized to convey the flows from the eastern, single-family portion of the District and an additional 430 gpm of peak wet weather flow to allow wastewater service to an additional 125 acres south of the District.

    d. Dedication of two appropriately sized wastewater easements at the southern boundary of the District.

    e. Dedication, upon the effective date of the District's consent agreement, in a location, form, and content acceptable to the City, of water and wastewater easements across the Land for the purpose of providing water and wastewater service to the 58 acre tract (located at 12000 S IH 35 Service Road) and to other areas within the City's service area.

    f. Within 30 days of the execution of this consent agreement, Developer shall reimburse the City's Austin Water department $227,747 for payments the City made for acquiring easements from the Developer.

2. If the Buratti Tract identified in Exhibits L-3 and L-4 is added to the original 135.796 acres within the District, the Developer will provide the following, in addition to the conditions identified in Section 1, Exhibit M above, at no cost to the City:

a. In lieu of the second water feed when development reaches 600 LUEs describe in Section 1.a., above, the second water feed will be provided through looping the proposed 24-inch water transmission main from the City's existing 36-inch water transmission main stub at the western boundary of the District and IH35 frontage to the City's existing 42-inch water transmission main in the proposed realignment of Bradshaw Road.

b. Construction of an 18-inch wastewater interceptor from the eastern terminus of the City's existing 24-inch wastewater interceptor to the low point at the eastern property line of the Buratti Tract along the existing Bradshaw Road.

EXHIBIT N

RESTRICTIVE COVENANT

OWNER: _____ (the "*Owner*")

ADDRESS: _____

CONSIDERATION: Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

PROPERTY: _____ (the "*Property*")

A. Owner, the City of Austin, Texas (the "*City*"), and Cascades Municipal Utility District No. 1 (the "*District*") previously entered into the Consent Agreement for Cascades Municipal Utility District No. 1, dated as of August 28, 2014 (the "*Consent Agreement*").

B. Section 6.08 of the Consent Agreement requires that, if the easements necessary to extend the Major Water and Wastewater Facilities (as defined in the Consent Agreement) across any portion of the Land (as defined in the Consent Agreement) have not been dedicated or conveyed to the City prior to sale by Owner, that portion of the Land must be impressed with a restrictive covenant requiring the purchaser to donate the easements in question to the City.

C. Owner desires to sell the Property, and all easements across the Property required by Section 6.08 of the Consent Agreement have not yet been dedicated or conveyed to the City.

THEREFORE, for good and valuable consideration, and in compliance with Section 6.08 of the Consent Agreement, Owner hereby declares that the Property will be subject to the following covenants and restrictions, which will run with the land, and be binding upon Owner, and its successors and assigns:

1. Capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Consent Agreement, a copy of which is on file with the City.

2. Land and easements within the Property that are required for the Major Water and Wastewater Facilities must be conveyed to the City, in lengths and widths consistent with the City's Utility Design Criteria and the Consent Agreement, on forms approved by the City and at no cost to the City, at the earlier of the City's approval of construction plans or a final plat for the land within which the facilities will be constructed.

3. If any person or entity shall violate or attempt to violate this agreement and covenant, the City may prosecute proceedings at law or in equity against the person or entity violating or attempting to violate such agreement or covenant to prevent the person or entity from such actions, and to collect damages for such actions.

4. If any part of this agreement and covenant is declared invalid, by judgment or court order, that invalidity will not affect any of the other provisions of this agreement and covenant and the remaining portion will remain in full effect.

5. If at any time the City fails to enforce this agreement, whether or not any violations are known, that failure will not constitute a waiver or estoppel of the City's right to do so.

6. This agreement may be modified, amended or terminated only by joint action of both (a) the Director of the Austin Water Utility, or his successor, and (b) the owner(s) of the

Property subject to the modification, amendment or termination at the time of the modification, amendment or termination.

7. This agreement will automatically terminate and be of no force or effect as to any of the Property for which the City has approved construction plans or for which a final plat, approved by the City, has been recorded.

EXECUTED this the ____ day of _____, 20____.

EXHIBIT O
Park and Open Space Requirements

The Developer will provide an extension of the Onion Creek Trail from IH 35 through the entirety of the Project (223 acres), with connectivity provided through an easement dedicated to the City. The Developer will use reasonable efforts to obtain approval from the State of Texas in order to allow the Developer to build at Developer's cost the portion of the trail under IH 35 to ensure adequate connection to park properties that the City has purchased west of IH 35.

The Onion Creek Trail extension through the Project will be constructed of 12-foot wide concrete, with 2-foot shoulders.

Park facilities will be owned and maintained by either the Owner's Association or the District. All park land, open space and trails will be open for use by the public.

The Developer will fund at least $645,000 in park improvements, including playing fields, an observation pier and extensive hike and bike trail improvements, that will be owned by the District and open to the public. A detailed list of all proposed improvements and their associated costs totaling up to $645,000 will be included in the park facilities plan as described in Section 8.01 of this Agreement.

An additional park facility investment of $200 per LUE, or $226,400, will be funded by the builders within the District. This obligation will be included in the Restrictive Covenants. A list of acceptable uses for this investment will be included in the park facilities plan as described in Section 8.01 of this Agreement.

The Developer will pay a fee in lieu of $204,567.22.

EXHIBIT P
"Plain Speak" Notice Form

The property that you are about to purchase is located within Cascades Municipal Utility District No. 1 (the "*District*"). The District is a governmental entity with taxing powers that was created by the Texas Legislature with the consent of the City of Austin (the "*City*). The District and the City have entered into a Consent Agreement (the "*Consent Agreement")* that contains provisions that may affect you as a property owner. The following summary describes certain important provisions of the Consent Agreement, but does not include every provision of the Consent Agreement that may affect you or the property you are purchasing. You may obtain a full and complete copy of the Consent Agreement from the District upon your request.

1. Governance. The District is governed by a five-member Board of Directors. The City is authorized to appoint one member of the Board. The other four Board members are elected by the residents of the District to serve four-year, staggered terms. No Board member may serve more than two four-year terms of office. No Board member may receive fees of office for more than 16 days of service in any District fiscal year.

2. City Services. The City provides retail water and wastewater service and residential solid waste and recycling services within the District. Neither the District nor any other utility or service provider may provide these services. Prior to the City's full purposes annexation of the District, the City will only provide those City services provided for by the Consent Agreement, and any other services the City may agree to provide under a separate contract to areas within the District.

3. District Tax Rate. The Consent Agreement requires that the District's tax rate be no less than the City's tax rate.

4. Annexation; Creation of Limited District. The City has annexed all of the land in the District for the limited purposes of planning and zoning; therefore, development within the District is subject to City regulation, including the City's zoning ordinances. When the District is annexed by the City for full purposes, the District will be converted to a "limited district" that will continue to own and operate certain park and open space land and related facilities. This limited district will levy and collect a tax, which will be in addition to the City's ad valorem tax, to provide the limited district with funds for operation and maintenance.

5. Restrictive Covenants. The District does not have the power to enforce restrictive covenants. All restrictive covenants will be enforced by the owners association for the development.

6. Park Facilities. The District is not authorized to own, finance, construct, or maintain swimming pools, splash pads, and community centers (other than the Civic Reserve Community Center authorized by the Consent Agreement), or related improvements, land and infrastructure. These improvements may only be owned, operated and maintained by the owners association for the development.

7. Assessments by Owners Association. All property owners in the District are required to become members of the owners association, which will levy assessments on the property in the District and has the power to place liens on property to enforce the payment of the assessments. The owners association's assessments are in addition to the taxes levied and collected by the District (or, after full purpose annexation, the limited district and the City).

8. Post Annexation Surcharge. After full purpose annexation of the District, the Consent Agreement authorizes the City to charge and collect water and wastewater rates to customers within the boundaries of the District at the time of its annexation that vary from the City's standard rates in order to compensate the City for the assumption of the debt on the District's bonds. These rates will be reflected as a post annexation surcharge on the customers' monthly utility bills and will be stated as a percentage of the water and sewer rates of the City.

M E M O R A N D U M

TO: Mayor and City Council

FROM: Elaine Hart, Chief Financial Officer
Greg Guernsey, Director, Planning and Development Review Department

DATE: August 6, 2014

RE: Cascades Municipal Utility District No. 1 (MUD), information requested by City Council

On February 13, 2014 City Council approved, on first reading, the applicant's request for City consent to the creation of the Cascades MUD. Council requested that staff work with the applicant to develop an agreement for future Council consideration and that staff provide additional information on the tax implications of the MUD proposal.

Analysis of ad valorem tax implications associated with proposed MUD
The table below covers three scenarios for the proposed Cascades MUD including:

- Create Cascades MUD and MUD bonds issued with 25 year term
- Create Cascades MUD and MUD bonds issued with 15 year term
- Full Purpose Annexation in lieu of creating Cascades MUD and no MUD bonds issued

For each of these scenarios, the table presents the impact on City tax collections, impact on MUD tax collection estimates, and the impact of MUD bonds outstanding upon full purpose annexation.

Tax Analysis Scenarios		
25 Year MUD Bonds	**15 Year MUD Bonds**	**No MUD**
$0 City Taxes for 35 years	$0 City Taxes for 25 years	Full City Taxes collected upon annexation
$65.1 million MUD Taxes	$27.6 million MUD Taxes	$0 MUD Taxes
Outstanding MUD Bonds become a City liability if annexation is scheduled prior to repayment	Outstanding MUD Bonds become a City liability if annexation is scheduled prior to repayment	City assumes no MUD Bond debt upon full purpose annexation
$$$ ESD Reimbursement	$$ ESD Reimbursement	$ ESD Reimbursement

Our initial analysis of full purpose annexation in December 2013 showed a positive net present value of $6.2 million and we recommended full purpose annexation at that time.

If the Cascades MUD is created, staff recommends the term for MUD bonds be limited to 15 years due to the location of this proposed development in relation to the existing city limits and availability of city utility service and other city services, as well as the scale and nature of improvements to be financed with MUD bonds. City Council has authorized the issuance of MUD bonds for several Austin area MUDs in the last 3 years that were sold on

terms shorter than the 25 year term requested for this MUD. The amount and term of authorized bonds requested by the developer would be 2.34 times as generous as the similarly situated Estancia PID that was created just last year. **The 25 year term requested by the Cascades developer increases the time period in which the City will collect no City property tax by 10 years.** With a 25 year term, the MUD would be able to divert the full city tax rate for 35 years.

Key Issues with Cascades MUD Proposal

Using the Council adopted MUD policy guidance to review the Cascades MUD proposal, staff has identified key issues related to the developer's request for your consideration. The location of this project relative to nearby centers identified in the Imagine Austin comprehensive plan and in close proximity to the interchange with State Highway 45 Southeast is noteworthy. Creation of a MUD at this location is certain to be problematic as the surrounding properties become available and succumb to development pressures along the IH 35 corridor. The developer's proposed 25 year term for the MUD bonds and the MUD's ability to expand its boundaries in the future are of great concern to staff due to the negative impact these allowances have on the City's otherwise unimpeded ability to annex other developing areas in accordance with customary policies and procedures. On the other hand, the developer is agreeable to several enhancements to the previously approved preliminary plat (2008) contingent on the City's approval of the MUD. However, these improvements could be incorporated into the project without the MUD as part of normal development expenses. Finally, the developer is unable to provide a solution to address the Planning Commission condition of providing a mechanism to guarantee affordable homeownership as was presented to Council as a benefit at first reading.

Cascades MUD Proposed Bond Summary

$36,900,000 Proposed MUD Bonds issued over 7 years, payable through 2046

$4.1 million (2016-2040)	$2.9 million (2017-2041)	$4.6 million (2018-2042)	$4.0 million (2019-2043)	$7.1 million (2020-2044)	$7.1 million (2021-2045)	$7.1 million (2022-2046)

Construction and non-construction expenses (in millions):

$0.3	general construction, erosion & sedimentation
$8.5	street & drainage*
$4.8	water & wastewater
$0.8	ponds
$2.4	dry utilities*
$1.8	MUD civic center*
$0.7	incidental construction
$0.8	regional stormwater fees (RSMP)*
$7.2	construction contingency*
$3.0	engineering, surveying, processing & administration
$3.0	inspections & testing
$3.0	governmental fees
$0.7	legal fees
$0.7	financial fees
$0.6	engineering fees
$2.2	interest
$1.8	developer interest
$1.1	bond discount
$0.3	MUD creation
$0.2	MUD administration & organization

*Although allowable these expenses (approximately $20.7 million or 56% of the proposed MUD Bond issuances) are generally not MUD expenditures. Typically the developer assumes payment of these obligations, and recaptures the expense from homes sales revenue.

We hope this information is helpful in your decision to support or deny consent to the creation of the Cascades MUD which is posted on your August 7 Council Agenda. If you have questions or need any clarification, please contact Virginia Collier by email at virginia.collier@austintexas.gov or phone at 512-974-2022.

Cc: Marc A. Ott, City Manager
Sue Edwards, Assistant City Manager
Greg Guernsey, Director, Planning and Development Review

EXHIBIT C

CITY OF AUSTIN

ANNEXATION SERVICE PLAN

Case Name: Cascades MUD No. 1
Subject to the Amended Strategic Partnership Agreement
Date: October 1, 2018

INTRODUCTION

This Service Plan ("*Plan*") is made by the City of Austin, Texas ("*City*") in accordance with a First Amended and Restated Strategic Partnership Agreement ("*Amended SPA"*) between the City and Cascades Municipal Utility District No. 1 ("*MUD*") pursuant to Texas Local Government Code Section 43.0751. This Plan relates to the annexation to the City of land ("*annexation area*") known as the Cascades MUD No. 1 area. The MUD was created under Chapter 8477, Subtitle F, Title 6, Special District Local Laws Code, and Chapters 49 and 54 of the Texas Water Code. The annexation area is located in southeastern Travis County and is currently in the City's limited purpose jurisdiction.

The annexation area is described by metes and bounds in **Exhibit A**, which is attached to this Plan and to the annexation ordinance of which this Plan is a part. The annexation area is also shown on the map in **Exhibit A**.

EFFECTIVE TERM

This Plan shall be in effect for a ten-year period commencing on the effective date of the annexation, unless otherwise stated in this Plan. Renewal of this Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

INTENT

It is the intent of the City that services under this Plan shall include full municipal services as described in the Texas Local Government Code.

The City reserves the right guaranteed to it by the Texas Local Government Code to amend this Plan if the City Council determines that changed conditions or subsequent occurrence or any other legally sufficient circumstances exist under the Texas Local Government Code or other Texas laws to make this Plan unworkable or obsolete or unlawful.

SERVICE COMPONENTS

In General. This Plan includes three service components: (1) the Early Action Program, (2) Additional Services, and (3) a Capital Improvement Program.

As used in this Plan, providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part. It may also include separate agreements with associations or similar entities.

EARLY ACTION PROGRAM

The following services will be provided in the annexation area commencing on the effective date of the annexation, unless otherwise noted.

a. Police Protection. The Austin Police Department ("*APD*") will provide protection and law enforcement services in the annexation area.

b. Fire Protection. The Austin Fire Department ("*AFD*") will provide emergency and fire prevention services in the annexation area.

c. Emergency Medical Service. The City of Austin/Travis County Emergency Medical Services ("*EMS*") Department will provide emergency medical services in the annexation area.

d. Solid Waste Collection. The Austin Resource Recovery Department will provide services in the annexation area. Services will be provided by City personnel or by solid waste service providers under contract with the City.

e. Maintenance of Water and Wastewater Facilities. Water and wastewater service will be provided to areas that are not within the certificated service area of another utility through existing City facilities located within or adjacent to the area, unless otherwise mutually agreed upon by the utilities. The facilities will be maintained and operated by Austin Water as governed by standard policies and procedures, and under the provisions of the attached City service extension policy as amended from time to time. Water and wastewater services to new development and subdivisions will be provided according to the standard policies and procedures of Austin Water, which may require the developer of a new subdivision or site plan to install water and wastewater lines. The extension of water and sewer service will be provided in accordance with the attached water and wastewater service extension policy as amended from time to time.

f. Maintenance of Roads and Streets, Including Street Lighting. The Public Works Department will maintain public streets over which the City has jurisdiction.

   The Transportation Department will also provide regulatory signage services in the annexation area.

   Street lighting will be maintained in accordance with the City of Austin ordinances, Austin Energy criteria and state law.

g. Maintenance of Parks, Playgrounds, and Swimming Pools. At this time there are no public recreation facilities in the annexation area.

Recreational facilities and area amenities, including parks, pools, splash pads, community centers, and medians, that are privately owned, maintained, or operated will be unaffected by the annexation.

h. Maintenance of Any Other Publicly-Owned Facility, Building, or Service. Should the City acquire any other facilities, buildings, or services necessary for municipal services located within the annexation area, an appropriate City department will provide maintenance services for them.

ADDITIONAL SERVICES

Certain services, in addition to the above services, will be provided within the annexation area if they are provided elsewhere in the city limits. They are as follows:

a. Watershed Protection. The Watershed Protection Department will provide drainage services in accordance with and as limited by applicable codes, laws, ordinances and special agreements. Drainage planning and maintenance are fee-based services.

b. Planning and Development Review. The Planning and Zoning Department and the Development Services Department will provide comprehensive planning, land development and building review and inspection services in accordance with and as limited by applicable codes, laws, ordinances and special agreements.

c. Code Compliance. In order to attain compliance with City codes regarding land use regulations and the maintenance of structures, the City's Code Compliance Department will provide education, cooperation, enforcement and abatement relating to code violations

d. Library. Upon annexation, residents may utilize all Austin Public Library facilities.

e. Public Health, Social, and Environmental Health Services. The Austin/Travis County Health and Human Services Department will continue to work in partnership with the community to promote health, safety, and well being.

f. Austin Energy. Austin Energy will continue to provide electric utility service to all areas which the City is authorized to serve by the Public Utility Commission of Texas.

g. Anti-litter Services. Austin Resource Recovery will provide anti-litter services in the annexed area. Anti-litter is a fee-based service.

h. Other Services. All other City Departments with jurisdiction in the area will provide services according to City policy and procedure.

CAPITAL IMPROVEMENTS PROGRAM

The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary.

Each component of the Capital Improvement Program is subject to the City providing the related service directly. In the event that the related service is provided through a contract service provider, the capital improvement may not be constructed or acquired by the City but

may be provided by the contract provider. The City may also lease buildings in lieu of construction of any necessary buildings.

The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services. No capital improvements are necessary at this time to provide the following services:

- Police Protection
- Fire Protection
- Emergency Medical Services
- Solid Waste Collection
- Water and Wastewater Facilities
- Roads and Streets
- Street Lighting
- Parks, Playgrounds and Swimming Pools
- Watershed Protection

AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes. This Plan is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules and regulations of governmental bodies and officers having jurisdiction.

FORCE MAJEURE

In case of an emergency, such as force majeure as that term is defined in this Plan, in which the City is forced to temporarily divert its personnel and resources away from the annexation area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexation area of the level described in this Plan as soon as possible. Force majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute force majeure for purposes of this Plan.

SUMMARY OF THE WATER AND WASTEWATER UTILITY SERVICE EXTENSION POLICY

The following information is a summary of the Austin Water Service Extension Policy, as set out in Chapter 25-9 of the Austin Land Development Code.

Application for Service

Water and wastewater service is only provided to lots that have been properly subdivided and platted or are a legal lot. If a lot does not have accessible City water or wastewater infrastructure

within 100 feet from the property's boundary or the existing City infrastructure cannot meet the needs of the proposed development, the owner must make an application for an extension of service to the Director of Austin Water for review. The Director may approve an application in certain circumstances; otherwise, City Council approval is required.

Cost Participation

If the City requires oversizing of the proposed infrastructure, with City Council approval, the City may reimburse the developer for the City's proportionate share of the cost of constructing certain facilities. The actual calculation of the cost participation amounts, including limits and the schedules for the payments, are included in the City's Land Development Code.

Impact Fee Waiver

For lots served by an existing well or septic system at the time of annexation, the owner will not be required to pay impact fees (also known as capital recovery fees) if an Austin Water tap permit is obtained by the property owner on or before the second anniversary of the date of annexation. The owner will still be required to pay other applicable connection fees.

This policy is set by the City Council and can be amended in the future by ordinance.

Cascades Municipal Utility District No. 1 (MUD)
One Volume Report
January 30, 2014

BACKGROUND

In January 2013, Onion Associates, Ltd. submitted a petition requesting the City's consent to the creation of the Cascades MUD. The proposed MUD includes 136 acres located along the south side of Onion Creek east of IH 35 South in Travis County, Texas. The site is undeveloped and proposed future development includes single family and multi-family residential, commercial, and park land uses.

Cascades MUD Assumptions		
Description		
	Acreage	136
	Population at Build-out	2,886
Land Use		
	Single Family Residential Units	370
	Condos/Town Homes	1,458
	Commercial sq ft (non-retail)	62,000
	Retail sq ft	63,555
	Community Center	1
	Parkland/Open Space acres	5
Financial		
	Assessed Value at Build-out	$232,519,026
	MUD Bond Reimbursables	$36,900,000
	Proposed MUD Tax Rate	$0.97/$100

CITY PROCESS

The City's practice regarding new MUDs is to require enabling legislation in order to have certain protections for the City in the MUD bill, including a City representative on the Board. Negotiation of a consent agreement would follow. On March 26, 2013, legislation was filed to create this MUD. On April 11, 2013, City Council approved a resolution in support of this special legislation. This resolution, however, does not limit the Council's action on the Applicant's MUD application after it has been reviewed by boards and commissions.

The City Code process for applications for new MUDs requires review by staff and boards and commissions prior to action by Council, including the Parks Board, Environmental Board, Urban Transportation Commission, Planning Commission, and Water and Wastewater Commission.

If Council does not consent to the creation of this MUD at the conclusion of the Board and Commission reviews described above, the City could commence full purpose annexation, extending city regulations and services to the area; execute a cost reimbursement agreement; and the Applicant would likely build a standard subdivision similar to the development described in the approved preliminary plan. The legislation provides that if the City does not consent to the MUD, the MUD would dissolve automatically on September 1, 2014.

CITY MUD POLICY

The City's adopted MUD policy, Resolution No. 20110217-030, states that requests for consent to creation of a district shall be evaluated according to the following:

- Benefits to the City exceed those that would result through the standard development process or other types of districts,
- Applicant commitment to provide superior development,
- Adherence to the City's comprehensive plan,
- Provision of extraordinary public benefits including environmental improvement, affordable housing, community amenities, connectivity with other city infrastructure, open space, school sites, public safety sites, and public transportation infrastructure,
- City land use control,
- Water and wastewater service provided by the City of Austin,
- Applicant will contribute a portion of infrastructure without reimbursement by the MUD or the City,
- MUD financing allows City to redirect CIP funds to other high priority needs,
- Will not impair the City's future annexation of the MUD or adjacent property, or impose costs not mutually agreed upon, and
- Located entirely in the City's ETJ.

STAFF EVALUATION

Pros to MUD Creation:

The Applicant is agreeable to incorporating many desirable elements into the proposed Cascades at Onion Creek subdivision, which are described in greater detail on the following pages of this report.

Cons to MUD Creation:

The City will be prohibited from annexing the area for full purposes for at least 30 years so that property owners would be allowed to pay taxes that support MUD bonds in lieu of city taxes which support amenities and quality of life that benefit taxpayers city wide.

The MUD may be able to expand its boundaries to another specific property in the future, creating further impediments to the city's ability to continue to expand its tax base and increase efficiencies in municipal service delivery.

Disorderly growth and fragmented, inefficient service delivery may occur.

This project meets the Imagine Austin criteria and state law requirements for full purpose annexation at this time. Accordingly, unlike in some areas of the ETJ, creation of a MUD and limited purpose annexation at this location is not necessary to allow the City to extend land use controls.

If Council decides to grant consent to the creation of the MUD, staff will need specific direction on MUD Bonds and MUD Boundary expansion to resolve issues related to these aspects of the proposed consent agreement as described below.

DEPARTMENTAL ANALYSIS OF ISSUES

Staff from multiple City departments have reviewed the proposal and met with the applicant to discuss desired City outcomes as expressed in the City's MUD policy. Normally staff would not recommend that the City consent to the creation of a MUD at a location such as this due to its proximity to existing development and completed road and utility infrastructure. The overall negative impact of creating a MUD includes the limitations on the City's ability to annex the area and the precedent of supporting creation of a MUD adjacent to the existing city limits.

The staff has assessed the benefits and drawbacks of the Cascades MUD proposal as discussed below. The benefits identified below assume that the City would immediately annex the property upon the filing of a site plan or subdivision plan and applicable City ordinances would have applied. The applicant's response to staff recommendations are offered contingent upon approval of the MUD. The applicant, unless otherwise stated below, has committed to provide each of the "Benefits" in a Consent Agreement.

Affordable Housing

The market analysis for this project suggests the average lot sales price of approximately $50,148 and an average home value of $210,000 would be market justified. The average value for a multi-family condo unit within this project is $126,167. Current median family income (MFI) in the Austin metropolitan statistical area is $73,200. Consistent with the trend of other developers requesting special consideration from the City, and if Council consents to the creation of a MUD, the applicant has committed to provide the following "Benefits" in regard to affordable housing:

Benefits:

- A $545,800 financial contribution to the City's affordable housing program equal to 2% of the net reimbursements for "hard" construction costs received by the Applicant out of the district's bonds.
- 10% of the residential rental units within the district will be set aside by restrictive covenant for households with an income level of 60% or less of the MFI for a period of 40 years.
- 10% of the owner-occupied residential units within the district by restrictive covenant will be priced, at the time of their initial offering for sale, at a price that is affordable to a household with an income level of 80% of the MFI.

Deficiencies:

- None

Annexation

Over the years, staff has recommended against the creation of new political subdivisions (including MUDs) in the City's ETJ because of the impact they have on the City's otherwise unimpeded ability to annex territory. State law requires that upon annexation, the City must dissolve the MUD and assume its bonded indebtedness. The applicant proposes approximately $36.9 million dollars in MUD bonds to finance improvements for this development. If the MUD is annexed before this debt is paid in full, the City must absorb the remaining debt at the expense to ratepayers citywide. The impact on annexation is arguably the most significant detriment to creation of this MUD.

The proposed MUD is located entirely within the City's extraterritorial jurisdiction and is contiguous to the City's full purpose jurisdiction. This project meets the Imagine Austin criteria for annexation, and the Planning and Development Review Department recommends that it should be annexed for full purposes in 2013 so the City can extend all of its regulatory and taxation authority. MUDs can be annexed for limited purposes to extend City planning and zoning authority, but they are incompatible with full purpose annexation due to the high property tax burden resulting from MUD bond debt.

Benefits:

- None

Deficiencies:

- Projected cash flows provide an analytical tool for assessing the expected annual financial impact to the City of a proposed annexation. Estimated revenue and requirements associated with annexation of the Cascades development based on the assumption that the area will build out as anticipated and if it were to be annexed this year results in **a positive 25-year NPV of $6.2 million**. This analysis is not intended to identify or predict exact costs or revenue. Under this analysis the annexation would break even at year 15.

Full Purpose Annexation Scenario		
	Assessed Value at Build-out	$232,519,026
	Annual City Property Tax – O&M	$875,128
	Annual City Property Tax – G.O. Debt	$276,670
	Annual City Sales Tax	$95,333
	25-year NPV of annexation	$6,161,075
	Austin Water Cost Reimbursement	($3,445,939)

Art in Public Places

Art in public places can be considered a benefit to the City. If Council consents to the creation of a MUD, the applicant has committed to provide the following "Benefits" in regard to public art:

Benefits:

- An art master plan for the project which includes the following language, requested by City Staff, in the Consent Agreement:

  "The Applicant will prepare a Public Art Master Plan, which will identify opportunities, guiding principles and locations within the Project for outdoor art installations to be implemented and managed by the Applicant. All subsequent operations and maintenance of the artwork will be the responsibility of the Applicant or the owners association."
- Interpretive signage and related artwork along the Onion Creek trail system describing the history of the area.

Deficiencies:

- None

MUD Bonds

The reality is that the longer the term of the bonds the longer the City must wait to annex the area.

Benefits:

- None

Deficiencies:

- The Applicant has submitted a Bond Capacity pro forma showing a 25-year bond schedule in accordance with the City's MUD policy. Staff recommends that the term of the bonds be decreased to 15 years with the first bond issuance starting within a 10-year period. A shorter bond term would reduce the negative impact of delayed full purpose annexation on the City's general fund.

MUD Boundary Expansion

Any further expansion of the MUD is a significant risk to the City. Presumably the expanded MUD would require additional bond capacity to develop, creating further constraints to the City's ability to annex.

Benefits:

- The Applicant will donate a site for a school if he is able to expand the MUD boundary.

Deficiencies:

- The Applicant requests that a 158 acre tract in the ETJ be designated as additional project area that may be annexed to the district in the future.

Drainage

The applicant is not proposing on-site stormwater detention and is agreeable to the following methods of detention pending demonstration that there will be no adverse impact to downstream properties:

Benefits:

- Participation in the RSMP for the entire project. (215 acres has received conditional approval to participate in the RSMP by letter dated May 1, 2007 and 12 acres has received conditional approval to participate in the RSMP by letter dated September 19, 2012)
- If RSMP is not approved, the development will design their detention pond to meet the Volumetric Design Procedure.

Deficiencies:

- None

Energy Efficiency

Benefits:

- The Applicant has agreed to include the following language in the Consent Agreement, as recommended by City Staff: "All buildings will achieve a two star rating under the City's Austin Energy Green Building program using the applicable ratings versions in effect at the time ratings applications are submitted for individual buildings."

Deficiencies:

- None

Parkland and Open Space

The proposed Cascades MUD does not meet the parkland dedicated requirement for land. The trail described below is also described as a benefit in the transportation section of this report.

Additional "Benefits" that the applicant has committed to provide if Council consents to the creation of a MUD include:

Benefits:

- An extension of the Onion Creek Trail from IH35 through the entirety of the project, with connectivity of the Onion Creek Trail within the project through an easement dedicated to the City.
- The Onion Creek Trail extension through the project will be constructed of 12-foot wide concrete, with 2-foot shoulders, which exceeds City design criteria and meets the additional width requested by the City's neighborhood connectivity division.
- All park land, open space and trails will be open for use by the public.
- Park facilities will be owned and maintained by either the homeowners association or the district.
- A Park Facility Investment of $200 per LUE, or $226,400 is required; the developer has agreed to fund at least $645,000 in improvements, including playing fields, an observation pier, soccer field and extensive hike and bike trail improvements, which will be owned by the district and open to the public.

Deficiencies:

- The proposed Cascades MUD does not meet the parkland dedicated requirement for land; however, the 13.62 acre parkland deficiency is being met by a fee-in-lieu amount of $15,019.62 per acre based on a third party appraisal. The appraisal submitted was for 117.1880 acres and valued at $1,760,000.

Public Facilities

Similar to other new developments and what homebuyers expect to find in newer neighborhoods, the applicant is proposing to incorporate a community civic reserve center in the project.

Other public facilities that MUDs have donated in the past include land for schools. This project is located within the Austin Independent School District. AISD has indicated that this development would add approximately 476 students over all grade levels. Although this development by itself would not generate enough students to merit a school site, population projections and development trends indicate a new elementary school for the southeast area of Austin will be needed within the next five years. The applicant has indicated that a school site will not made available within original project area but could be made available within any additional project area that is added to the MUD in the future.

Benefits:

- A community civic reserve center not open to the public.
- If the proposed additional project area is added to the MUD, a school site will be made available within that area.

Deficiencies:

- School site not made available within original project area.

Public Safety

The City will be required to provide public safety services to the area upon full purpose annexation. Travis County and the Emergency Service District (ESD) will continue to provide these services to the area prior to annexation. In the past, some MUDs have provided sites and funding for public facilities such as fire stations. If Council consents to the creation of a MUD, the developer is agreeable to donating a site for a future fire station containing two net buildable acres. The location will be designated as part of the PUD process, and will be a site mutually agreeable to the Applicant and AFD within the project. This represents a potential future opportunity cost as the City would not be able to utilize the site until after full purpose annexation and funding for construction and staffing of a new station are secured.

Benefits:

- A fire station site containing two net buildable acres. The location will be designated as part of the PUD process, and will be a site mutually agreeable to the Applicant and AFD within the project.
- As agreed with City staff, the initially designated fire station site may be relocated to another site within the project in the future with the approval of the City.

Deficiencies:

- None

Transportation

A significant drawback to creating a MUD and excluding these properties from the City's full purpose jurisdiction for the next several decades is that the CapMetro service area will not be extended to incorporate this new development and residents will not have access to CapMetro services. Staff requested and the applicant rejected the donation of a 10-acre site for a multi-modal transit center similar to what other developers have provided. The trail described below is also described as a benefit in the parkland and open space section of this report

The applicant has committed to provide the following "Benefits" if Council consents to the creation of the MUD:

Benefits:

- Provide connectivity of the Onion Creek Trail within the project in order to provide connectivity between MUD amenities and City amenities outside the MUD District boundary.
- Install two ADA-compliant, sixteen-foot wide pedestrian/bicycle tunnels under Cascades Parkway to provide connectivity to parks and other destinations without crossing major roads within the project.
- Provide bicycle routes, including a connection to the Onion Creek greenway, to connect to existing or planned bicycle routes.
- Dedicate and construct in accordance with American Association of State Highway and Transportation Officials standards of a publicly accessible twelve-foot wide concrete multi-

use path with two-foot graded area with a maximum 1V:6H slope on each side identified as the Onion Creek Greenway / Route 963.0002 within COA Bicycle Master Plan within the boundaries of the MUD.

- Provide for collector street(s) buffered bicycle lanes (consisting of a six-foot six-inch bicycle lane with a two-foot buffer between bicycle lane and motor vehicle lane in accordance with National Association of City Transportation Officials guidance) with restricted on-street parking and minimum five-foot sidewalks (seven-foot sidewalks in a 15-foot module if Commercial Design Standards apply).
- Bicycle parking for multi-family, amenity center(s), and mixed-use/commercial meeting City Code requirements.
- Provide a minimum of one shower/changing facility within the civic reserve community center that will be available for use by the public.

Deficiencies:

- No donation of a 10-acre site for a multi-modal transit center.
- Properties in the MUD will be excluded from CapMetro service area.

Tree Preservation and Mitigation

Tree preservation is important; trees provide many benefits to the community and can significantly enhance property values. The applicant has committed to provide the following benefits if Council consents to the creation of the MUD:

Benefits:

- A tree preservation plan in consultation with the City's arborist during the PUD process that, at a minimum will satisfy the requirements of the City's tree preservation ordinance, Protected and Heritage Tree, with additional emphasis given to trees less than 19" in diameter, where feasible, counting towards or fulfilling the tree planting/preservation requirements.
- A tree care plan, prepared by a certified arborist, will be provided for construction-related impacts within the critical root zone of all trees that are required to be preserved.
- Properly maintained landscaping, subject to any applicable water use or other restrictions imposed by the City or other governmental authority.
- Upon reclaimed water being brought to the project, use reclaimed water for irrigation in open space areas where such use is economically feasible, subject to any applicable water use restrictions imposed by the City.
- A tree corridor planned in consultation with the City's arborist along the Onion Creek Trail extension.
- Implementation of species diversity in any landscaping or revegetation requirement, using no more than 25% of any one species.
- A minimum of three trees selected from the City's appropriate species list will be provided on each residential lot.

Deficiencies:

- None

Urban Design

Good urban design should be standard of new development. Developers who expect to be competitive should acknowledge that potential homebuyers presume to find these elements in modern communities. The results provide significant benefits to future property owners however and will benefit the project significantly more than the City as a whole.

The applicant has committed to provide the following "Benefits" if Council consents to the creation of the MUD:

Benefits:

- Sidewalk modules and building placement for the commercial and mixed-use multifamily areas will be designed in accordance with the Commercial Design Standards (Subchapter E) with:
    - Cascades Parkway is designated as a Core Transit Corridor;
    - the other roadways within these areas designated as Urban Roadways; and
    - lots over five acres designed according to Internal Circulation Route standards.

Deficiencies:

- None

Water and Wastewater

Benefits:

- A Certificate of Convenience and Necessity (CCN) release agreement from Creedmoor-Maha WSC and payment of all related release fees. The release has been processed by USDA, Creedmoor-Maha's lender, and the removal of the property from Creedmoor-Maha's CCN and its inclusion into the City's CCN is in process at the Texas Commission on Environmental Quality (TCEQ). The City would be the retail provider of water and wastewater service and collect all fees including capital recovery fees. Applicant will fully support the City's CCN application to the TCEQ
- Waive reimbursement of the $3,445,939 amount authorized by City Council Resolution No. 20081218-005 on December 18, 2008, for reimbursement of the actual construction costs, engineering, design, and project management costs associated with the 24-inch water transmission main that would cross through the property.
- The Applicant has agreed to do the following, at the Applicant's cost (Cascades Tract):
    - Water: The addition of a second water feed into the proposed MUD when the development reaches 600 LUEs, with the preferred second feed being an extension of the proposed 24-inch water transmission main from its eastern terminus to the City's existing 42-inch water transmission main in the proposed realignment of Bradshaw Road and, if easements for the preferred location cannot be secured, the alternative being an extension of the proposed 16-inch water main along the IH35 frontage of the MUD south along IH35 to the existing 42-inch water transmission main.
    - Wastewater: The addition of a 12-inch wastewater main with a minimum slope of 1.2% originating from the middle "wastewater tie-in" on the City's existing 24-inch wastewater interceptor and running south parallel to the creek that bisects the project to the southern boundary of the MUD. Construct a wastewater main within the project appropriately sized to convey the flows from the eastern single-family

portion of the proposed MUD and an additional 430 gpm of peak wet weather flow to allow wastewater service for an additional 125 acres south of the proposed MUD; and dedicate to City without cost at least two (2) appropriately sized wastewater easements at the southern boundary of the MUD District.

- The Applicant has agreed to do the following, at the Applicant's cost (Cascades and Burratti Tracts):
    - Water: The addition of a second water feed into the proposed MUD when the development reaches 600 LUEs, being the "looping" of the proposed 24-inch water transmission main from the City's existing 36-inch water transmission main stub at the western boundary of the proposed MUD and IH35 frontage to the City's existing 42-inch water transmission main in the proposed realignment of Bradshaw Road.
    - Wastewater: Construct an 18-inch wastewater interceptor from the eastern terminus of the City's existing 24-inch wastewater interceptor to the low point at the eastern property line of the Burratti Tract along the existing Bradshaw Road.

Deficiencies:

- None

Watershed Protection

Benefits:

- Provide innovative water quality controls, including 25% additional capture volume
- Use of biofiltration and vegetative filter strips
- A reduction in the use of potable water for onsite irrigation, including providing rainwater harvesting for commercial buildings
- Implementing an Integrated Pest Management Plan
- Native plant revegetation
- Creek setbacks consistent with proposed amendments to Austin's watershed protection ordinance
- Restoration of riparian areas using native plant species with no-disturbance within 100' of creek centerline other than proposed trail
- Stabilization of areas of the creek bank using City of Austin preferred methods
- Use of ribbon curbs and vegetative filter strips adjacent to parking in commercial areas (ie, innovative water management for parking areas)
- Compliance with commercial landscape ordinance
- Prohibition of polluting uses, especially within the creek setback area
- Any areas annexed into the MUD must comply with all environmental requirements

Deficiencies:

- None

Austin Resource Recovery

Similar to if the project was annexed for full purposes, solid waste and recycling services will be provided by the City. However, property owners would not be obligated to comply with City Ordinances until full purpose annexation.

Benefits:

- Solid waste and recycling services will be provided by the City.

Deficiencies:

- Property owners in the MUD would not be obligated to comply with City Ordinances.

BOARD AND COMMISSION RECOMMENDATIONS

Parks and Recreation Board	06/25/13 Unanimous recommendation on a 6-0 vote that Council approve the MUD following recommendation from the Community Development Commission
Water and Wastewater Commission	07/10/13 Approved on a 4-1 vote with Commissioner Faust abstaining and Commissioner Gray absent
Urban Transportation Commission	08/13/13 Unanimous recommendation on a 6-0 vote to deny consent to the creation of the MUD on the basis that the proposal does not meet the requirement of providing superior transportation infrastructure and precludes it in the future
Environmental Board	10/02/13 No recommendation after a motion to recommend approval with conditions failed on a 3-4 vote
Planning Commission	01/28/14 Recommended approval of the consent agreement that incorporates the items contained in the staff report with five additional conditions as follows: 1. The area will be annexed for limited purposes and receive an interim rural residence (I-RR) zoning designation. This will ensure that the applicant applies for Planned Unit Development (PUD) zoning which will be reviewed by the Planning Commission to ensure that the desired density and land uses that the Imagine Austin comprehensive plan envisions for this area will be required as part of the zoning for any future development. 2. The applicant will have a conversation with Capital Metro to discuss a multi-modal transit location in the MUD. 3. As part of any consent to the Cascade MUD, the MUD property owner must convey to the City, at the time of Council approval, in a location, form, and content acceptable to the City, water and wastewater easements across the MUD property for the purpose of

the City providing water and wastewater service to the 58 acre tract (located at 12000 S IH 35 Service Road) and to other areas within the City's service area.

4. Prior to Council approval, the applicant will provide a definitive answer as to whether or not this development is going to negatively impact the surrounding pieces of property from a flood perspective.

5. Prior to Council approval, the applicant will provide a mechanism to guarantee affordable homeownership at the level promised for 99 years.

File #: 18-3362, **Agenda Item #:** 20. 9/20/2018

Agenda Item

Agenda Item #20: Approve an ordinance authorizing the negotiation and execution of an interlocal agreement regarding the release of approximately 33 acres of extraterritorial jurisdiction ("ETJ") to the City of Dripping Springs.

QUESTION: Please compare the water quality and impervious regulations in Austin's ETJ to the proposed agreement of the property owners and the City of Dripping Springs. Are the 33 acres subject to the Save Our Springs ordinance and would this release the land from the applicability of SOS?
MAYOR PRO TEM TOVO'S OFFICE

ANSWER:

1) *Please provide a comparison between the water quality and impervious regulations in Austin's ETJ and the proposed agreement of the property owners and the City of Dripping Springs.*

Dripping Springs allows up to 35% impervious cover on a gross site area basis for development within the Edwards Aquifer contributing zone and within their extraterritorial jurisdiction. The proposed development agreement limits impervious cover to 30% on a gross site area basis. There is existing development on both sites. City of Austin regulations in this area would allow up to 25% impervious cover on a net site area basis within the Bear Creek Watershed and 20% impervious cover on a net site area basis within the Barton Creek Watershed.

Dripping Springs regulations desire to achieve no net increase in pollutants from storm water runoff. Dripping Springs achieves this by requiring water quality treatment sufficient to remove 90% of total suspended solids, total phosphorus, and oil and grease, for a 2-year, 3-hour design storm. It is difficult to make a direct comparison between City of Austin and Dripping Springs water quality treatment regulations, since City of Austin regulations do not size water quality controls based on a design storm but instead use the ½" plus requirement. However, Dripping Springs regulations would be less protective than the non-degradation controls of the Save Our Springs Ordinance.

Dripping Springs does have water quality buffer zones on creeks although they are smaller in size than City of Austin requirements, and Dripping Springs does have some critical environmental feature protections that do not allow untreated runoff from developed areas into critical environmental features.

2) *Are the 33 acres subject to the Save Our Springs ordinance and would this release the land from the applicability of SOS?*

The land area in question is currently subject to the City of Austin Save Our Springs Ordinance. The release of the land from City of Austin jurisdiction would make the land subject to the development requirements of the City of Dripping Springs, not the City of Austin Save Our Springs Ordinance, except that impervious cover shall be limited to 30% gross site area per the conditions of the proposed Interlocal Agreement.

File #: 18-3365, **Agenda Item #:** 24. 9/20/2018

Agenda Item

Agenda Item #24: Authorize negotiation and execution of eight interlocal agreements with the municipalities of Bee Cave, Lakeway, Manor, Rollingwood, Village of San Leanna, Sunset Valley, Village of Volente and West Lake Hills to provide public health services for a 12-month period beginning October 1, 2018, with up to four 12-month extension options.

QUESTION: What is the total amount of fees, by municipality, that the eight municipalities will pay the City for public health services?
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

Seven of the eight ILA municipalities (Bee Cave, Lakeway, Manor, Rollingwood, Sunset Valley, Village of Volente and West Lake Hills) will not directly pay any fees to the City of Austin for public health services provided through the ILA: rather, individual businesses located within those cities (e.g., food establishments, commercial pool/ spas, custodial care facilities) will remit permit fees directly to the City of Austin during the annual permit application process, based on the same City Council-adopted fee schedule applicable to City of Austin businesses. The amount of revenue the City of Austin receives from each of these seven ILA municipalities through their businesses will be a direct function of the number of food establishments by type, commercial pool/ spas and custodial care facilities located in each ILA municipality. The eighth ILA municipality, the Village of San Leanna, will only receive services related to environmental complaints. For those environmental investigation-related services, the Village of San Leanna will pay the City of Austin a flat fee of $1500 per year. Based on the current number and mix of businesses operating in the ILA municipalities, the revenue forecast for each jurisdiction is as follows:

	Est. Revenue	
Bee Cave:	$66,822	Paid by Businesses/ Permit Fees for Food Establishments & Custodial Care Facilities
Lakeway:	$69,350	Paid by Businesses/ Permit Fees for Food Establishments, Pools/ Spas & Custodial Care Facilities
Manor:	$46,456	Paid by Businesses/ Permit Fees for Food Establishments, Pools/ Spas & Custodial Care Facilities
Rollingwood:	$ 4,613	Paid by Businesses/ Permit Fees for Food Establishments, Pools/ Spas & Custodial Care Facilities
Sunset Valley:	$24,364	Paid by Businesses/ Permit Fees for Food Establishments, Pools/ Spas & Custodial Care Facilities
Volente:	$ 1,967	Paid by Businesses/ Permit Fees for Food Establishments, Pools/ Spas & Custodial Care Facilities
West Lake Hills:	$29,215	Paid by Businesses/ Permit Fees for Food Establishments, Pools/ Spas & Custodial Care Facilities
San Leanna:	$ 1,500	Paid by the Municipality for Environmental Nuisance Services
	TOTAL ESTIMATED: $238,287	

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File #: 18-3308, **Agenda Item #:** 25. 9/20/2018

Agenda Item

Agenda Item #25: Authorize negotiation and execution of an interlocal agreement with Austin Independent School District for Austin Public Health to provide youth development services within school campuses for a twelve-month term beginning October 1, 2018 with four, 12-month renewal options.

QUESTION: What determined the target of the 78744 zip code for the CYD program? Which campuses are the other programs being offered to and how were they selected? Do the City of Austin offer Shots for Tots throughout the entirety of the city, or only the areas in Travis County?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:

What determined the target of the 78744 zip code for the CYD program?

The Department of Family and Protective Services (DFPS), grantor, selected zip codes where there appears to be incidents of juvenile crime and other risk factors that contribute to juvenile crime and adverse outcomes for youth. 78744 was a selected zip code that had the highest incidence of juvenile violent crime in the State of Texas. This information was found when the CYD Interagency Planning Workgroup completed the research in 1995. Based on the most recent data for 78744, there is a 27.15% juvenile probation rate, 7.9 % confirmed child abuse and neglect cases, 29.4 % teen pregnancy rate, and 23.3 % of families that have youth under the age of 18 years that are living in poverty. Based on this information 78744 has stayed one of the zip codes that is considered "high risk for juvenile delinquency" that is in need of the preventative services.

Which campuses are the other programs being offered to and how were they selected?

AHA focuses on zip codes in the eastern crescent with the most challenging numbers of teen birth rates. Zip Codes where AHA focuses their efforts include: 78758 , 78753, 78724, 78723, 78721, 78741, 78617, and 78744. Based on 2015 teen birth rates, these zip codes had over 630 teen births for females aged 13-19. Travis County teen birth rate is 18% compared to Caldwell County with a 30.8% rate, and Williamson County with a 10% teen birth rate. *(Date aggregated: 3/15/2017; Source: Texas Department of State Health Services, Center for Health Statistics).* DSHS has responded to APH that 2016 data won't be finalized until the end of 2018. Staff is working with campuses in the identified zip codes to make the final decision about service delivery.

The AYD program is offered to all students who meet the programs age criteria of 17-22 years and have or are working toward a high school diploma or GED.

Do the City of Austin offer Shots for Tots throughout the entirety of the city, or only the areas in Travis County?

AISD selected 5 campuses (Martin, Burnet, Dobie, Fulmore and Webb Middles Schools) that were most out of compliance with required vaccinations and reached out to APH Immunization Program to assist. The Shots for Tots program serves any/all children at Far South and St. John's Clinics as long as they are Vaccines for Children (VFC) eligible (i.e. Medicaid/no insurance). Annually both locations serve nearly 10,000 clients. There are 75 Vaccines for Children providers throughout Travis County providing the same type of services as Shots for Tots.

We are the administrator for these clinics and they deliver vaccinations to approximately 100,000 additional low income/uninsured children in Travis County

QUESTION: What criteria will be used to determine which campuses receive particular youth development services? What is the expected term (half or full school year) of the youth development services? Will the services be offered during summer? What is the frequency of the youth development services? What is the cost? Please identify the schools.
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

Community Youth Development (CYD) Program

1) *What criteria will be used to determine which campuses receive particular youth development services?*
   The main criteria is that the campus is in the 78744 zip code or if 30% of youth attending campus live in 78744. Current sub-contractors partner with these schools to provide services and/or inquire if services are needed to any of the 78744 school campuses.
2) *What is the expected term (half or full school year) of the youth development services?*
   Full Year
3) Will the services be offered during summer?
   Yes
4) What is the frequency of the youth development services?
   See attached.
5) What is the cost?
   See below for cost for 3 subcontractors and 1 in-house (APH) service
   - Mexic-Arte Museum: $78,000
   - Creative Action: $80,000
   - Workers Assistance Program: $73,469
   - Police Activities League: $7,500
   - Youth Advisory Council: $57,417 (includes partial APH FTE [60%] plus program costs)
6) Please identify the schools.

   See grid attached. Services are also provided at Dove Springs Rec Center, SE Austin Public Library and other 78744 locations. Only school campuses listed for this response

Austin Youth Development (AYD) Program

1) What criteria will be used to determine which campuses receive particular youth development services?
   The criteria for youth to participate in the Austin Youth Development Program(AYD) is they must be between the ages of 17-22 years old, live in within City of Austin, Travis County Area, have obtained or working towards obtaining their GED or high school diploma. Participants from all schools are accepted.
2) What is the expected term (half or full school year) of the youth development services?
   The Austin Youth Development Program is one calendar year and is on an open entry/open exit basis.
3) Will the services be offered during summer?

Youth Development Services are offered year round for all participants.

4) What is the frequency of the youth development services?
Youth Development Services are available Monday-Friday, except City holidays

5) What is the cost?
There is no cost to participate in the Austin Youth Development Program(AYD).

6) Please identify the schools.
All schools within City of Austin, Travis County area are eligible to participate in the AYD Program. Currently, there are students from Clifton, Manor, and Austin High School participating.

Shots for Tots Program

1) What criteria will be used to determine which campuses receive particular youth development services?
AISD selected 5 campuses (Martin, Burnet, Dobie, Paredes and Webb Middle Schools) that were most out of compliance with required vaccinations and reached out to APH Immunization Program to assist.

2) What is the expected term (half or full school year) of the youth development services?
Shots for Tots will set up one clinic per month at a Middle School selected by AISD based on non-compliance rates. We will "catch-up" 7th graders in the Fall and prepare 6th graders for entry to 7th grade in the Spring.

3) Will the services be offered during summer? No
4) What is the frequency of the youth development services?
One clinic per month, based on AISD request

5) What is the cost?
There is no cost to the school; clients must be Vaccines for Children eligible (uninsured, underinsured or Medicaid eligible) - Shots for Tots has the capacity to provide this monthly outreach clinic)

6) Please identify the schools.
Webb, Dobie, Burnet, Martin and Paredes Middle Schools. (AISD switched out Fulmore for Paredes).

Recommendation for Action

File #: 18-3360, **Agenda Item #:** 29. 9/20/2018

Agenda Item

Agenda Item #29: Authorize an amendment to an existing contract with Wolters Kluwer Financial Services, Inc., to provide continued and additional automated audit management software and support, for an increase in the amount of $439,948 and to extend the term by five years, for a revised total contract amount not to exceed $564,970.

QUESTION: Is this contract amendment renewing the contract with Wolters Kluwer Financial Services, Inc? Why is this contract exempt from competitive bidding?
COUNCIL MEMBER TROXCLAIR'S OFFICE.

ANSWER:

1) *Is this contract amendment renewing the contract with Wolters Kluwer Financial Services, Inc.?*
   The proposed amendment is extending the current contract with Wolters Kluwer Financial Services, Inc. The current contract, which provides TeamMate software and support services for the Office of the City Auditor, expires on October 10, 2018. This proposed amendment will extend the current contract by five years and add TeamMate software and support services for Austin Water.

2) *Why is this contract exempt from competitive bidding?*
   Wolters Kluwer Financial Services, Inc. is the sole owner and has full right and title to license the TeamMate software package and is the sole entity permitted to license TeamMate. There are no resellers of TeamMate in the United States.

File #: 18-3364, **Agenda Item #:** 36. 9/20/2018

Agenda Item

Agenda Item #36: Authorize negotiation and execution of a multi-term contract with lookthinkmake, LLC to provide consulting services for a cultural tourism marketing strategy, for up to 18 months for a total contract amount not to exceed $150,000.

QUESTION: Please explain in detail how this contract works with Visit Austin. Please clarify if this is a duplication with Visit Austin activities/roles.
COUNCIL MEMBER ALTER'S OFFICE

ANSWER:
This item is being withdrawn and brought back for the October 18, 2018 Council meeting. An answer will be provided for the 10/18 Q&A report.

File #: 18-3366, **Agenda Item #:** 47. 9/20/2018

Agenda Item

Agenda Item #47: Authorize award and execution of a construction contract with Muniz Concrete & Contracting, Inc. (MBE), for ADA Sidewalks & Ramp Improvements 2018 Group 20 Citywide IDIQ contract in the amount of $5,000,000 for an initial 2-year term, with one 1-year extension option of
$1,500,000, for a total contract amount not to exceed $6,500,000.

QUESTION: Did other contractors bid on either of the contracts? Were there opportunities to divide the work and the allocation?
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:
A total of two bids were received for this solicitation. We contacted the seven Prime Contractors who attended the pre-bid meeting to determine why they did not submit a bid. Their response was their inability to compete against a specific bidder who attended the pre-bid meeting. The noted bidder is the Contractor recommended for contract award. Another reason provided was their limited bonding capacity.

Staff did attempt to maximize contracting opportunities for the contractor community. Specifically, the contract authorization for this project was minimized to create a separate solicitation at a lower dollar amount. The smaller dollar amount solicitation would provide companies with lower bonding capacity the ability to submit a bid. This effort resulted in two contracts awards noted as Council agenda items #47 and #48. Muniz Concrete and Contracting is being recommend for both contracts. Local Government Code Chapter 252 outlines competitive sealed bidding procedures for municipal expenditures exceeding $50,000. This method is used for most construction projects and is commonly known as the "low bid" method. The City solicited bids for Council agenda items #47 and #48 using the "low bid" method. A contract procured using the low bid method must be awarded to the lowest responsive bid submitted by a responsible bidder. Responsiveness refers to the bid. A bid is a responsive bid if it generally conforms to the bid specifications. Responsibility refers to the bidder. Generally speaking, a bidder is considered a responsible bidder if it has the skill, sufficient financial resources, and ability to perform the work.

Recommendation for Action

File #: 18-3367, **Agenda Item #:** 48. 9/20/2018

Agenda Item

Agenda Item #48: Authorize award and execution of a construction contract with Muniz Concrete & Contracting, Inc., (MBE) for the ADA Sidewalks & Ramp Improve 2018 Group 21 Citywide IDIQ contract in the amount of $1,500,000 for a 2-year term, with no extension option, for a total contract amount not to exceed $1,500,000.

QUESTION: Did other contractors bid on either of the contracts? Were there opportunities to divide the work and the allocation?
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:
A total of five bids were received for this solicitation. Please see response provided for same question on item 47.

File #: 18-3349, **Agenda Item #:** 55. 9/20/2018

Agenda Item

Agenda Item #55: Approve a resolution relating to the reduction or waiver of fees for full-time active duty military personal whose residences are unoccupied for extended periods of time during their deployment

QUESTION: Can City Staff please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
As drafted, the resolution directs the City Manager to examine current Austin Resource Recovery policies that may unintentionally burden service members with fees during a period of active duty. Following the conversation during the Council Work Session on September 18 regarding this item, it is our understanding that there may be a desire to expand the scope of this item to include other fees paid by residents of Austin.

In order to accomplish this task all departments who manage user fees will be required to review the applicable policies, ordinances and administrative rules related to those fees. Any proposed revisions would require detailed legal review to ensure compliance with local and state laws regarding fees, as well as extensive public engagement and feedback to ensure that any waivers are structured to truly benefit the target audience of active duty military personnel. Certain recommendations may require briefings/action at relevant Boards and Commissions, as well as Council action. Also depending on the fee and the recommendation regarding the fee, it may require redesign of billing systems. Because of the above, it is difficult to accurately estimate the impact to City resources (staff time + financial costs) at this time.

QUESTION: What historic data is available to indicate how often this situation has occurred? How were the situations handled once the Department was made aware of the situation? How is this situation handled by Austin Energy and Austin Water?
COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

1) *What historic data is available to indicate how often this situation has occurred?*

   Within the last twelve months, there was one request made jointly to Austin Energy and Austin Resource Recovery to waive fees for this type of situation. Other departments that administer fees did not have record of any requests being made.

2) *How were the situations handled once the Department was made aware of the situation?*

   Austin Energy was able to waive the deposit requirement. In accordance with Austin Resource Recovery's Administrative Rules, the requestor was not billed for cart fees while away from the residence. However, the requestor was billed the Base service fee as well as the Clean Community Fee as required by the City's code.

3) *How is this situation handled by Austin Energy and Austin Water?*
There is no provision to waive utility fees or other charges on an active account for deployed military personnel. To avoid utility charges during deployment, the customer would need to contact the Utility Contact Center and request utility services be stopped/terminated. Upon return, the customer would need to contact the Utility Contact Center to reconnect utility services. Reconnection fees and generally a deposit would be billed. Earlier this year, City of Austin Utilities brought forward proposed utility regulation changes including the types of credit security that are accepted to waive deposits. The utility regulation changes were approved on April 12, 2018, and the associated policy included a deposit waiver for service members returning after deployment.

LIST THE NAME OF CYD PROGRAM OR SUBGRANTEE *(use a new line for each service)*	**SERVICE** *(List individually, EACH TYPE of service to be offered. Include any Ancillary Services)*	**AVERAGE FREQUENCY OF SERVICES** *(Identify daily, weekly, monthly, as needed, etc.)*	**AVERAGE INTENSITY OF SERVICES** *(Total # of sessions, visits, or interactions per participant)*	**AVERAGE DURATION OF SERVICES** *(Identify the average amount of time it will take a participant to complete the program)*	**LOCATION SERVICES WILL BE DELIVERED** *(program, office, client's school, client's home, etc.)*	**DAYS/TIMES SERVICES WILL BE PROVIDED** (M-F 9-5, 24/7 services, weekend services, etc.)
Worker's Assistance Program	**Mentoring**	**Monthly**	**48 Sessions** **Cohort 1:** **24 sessions** **Cohort 2:** **24 sessions**	**12 months** **Cohort 1:** **6 Months** **Cohort 2:** **6 Months**	• **Rodriguez Elementary (EM)** • **Houston EM**	**M-TH** **2:45pm -5:15 pm**
Worker's Assistance Program	**Family Sessions**	**Monthly**	**Families** **12 sessions**	**12 months**	• **Rodriguez EM** • **Houston EM**	**M-TH** **5:15 pm-** **6:15pm**

Worker's Assistance Program	**Youth Leadership Development**	**Monthly**	**48 Sessions** **Cohort 1:** **24 sessions** **Cohort 2:** **24 sessions**	**12 months** **Cohort 1:** **6 Months** **Cohort 2:** **6 Months**	• **Rodriguez EM** • **Houston EM**	**M-TH** **2:45 pm-5:15 pm**
Fiscal Agent – Youth Advisory Committee	**Youth Advisory Committee (YAC)**	**Monthly**	**12 sessions**	**12 months**	• **Mendez Middle School (MS)** • **Harmony School of Excellence**	**M-SUN** **5:00 pm to 8:00 pm**
Fiscal Agent – Youth Advisory Committee	**Youth Leadership Development (YLD)**	**Monthly**	**12 sessions**	**12 months**	• **Mendez MS** • **Harmony School of Excellence**	**M-SUN** **5:00 pm to 8:00 pm**
Creative Action	**Youth- Based Curriculum**	**Average of 3 sessions per month per child**	**6 sessions (Sessions 2-5 delivered 1-4 weeks after the 1st session. Session 6 delivered 4-12 weeks later**	**4-12 weeks**	• **Rodriguez EM** • **Hillcrest EM** • **Widen EM** • **Newton Collins EM** • **Ojeda MS** • **Harmony School of Excellence** • **Perez EM** • **Sci-Tech Prep**	**M-F 8am-5pm**

Mexic-Arte Museum	**Youth- Based Curriculum**	**Weekly**	**6-8 sessions for Art outreach during School** **6-8 sessions for Art outreach After School**	**10-12 Weeks During School** **10-12 Weeks** **After School**	• **Blazier EM** • **Palm EM** • **Widen EM** • **Hillcrest EM** • **Harmony School of Innovation** • **Ojeda MS**	**M-F** **8am - 5pm and some weekends**
Fiscal Agent- Austin Police Department (Police Activities League)	**Recreational Services**	**Weekly**	**60 sessions**	**5 months** **(2 season)**	• **Houston EM** • **Rodriguez EM** • **Perez EM** • **Mendez MS**	**Afterschool, weekends**

File #: 18-3350, **Agenda Item #:** 56. 9/20/2018

Agenda Item

Agenda Item #56: Approve a resolution identifying one or more council committees responsible for nominating public and private sector members to the Community Development Commission.

QUESTION: Can City Staff please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:

Answer 1 (Austin Public Health): The resolution is a critical component and next step to meeting the tripartite requirements of the Community Services Block Grant (CSBG) and the Texas Administrative Code. It would have minimum impact on APH staff. APH staff are already in the process of reviewing and updating procedures so the tasks identified in this resolution would be included in that process.

Answer 2 (City Clerk): The OCC currently processes nominations and assists Council Committees with their nomination processes, the impact of this resolution is adding two additional Council Committees to work with on nominations and developing a formal process that is constant for both Committees. Once that has been developed, there would be minimal impact to OCC staff time.

Recommendation for Action

File #: 18-3346, **Agenda Item #:** 57. 9/20/2018

Agenda Item

Agenda Item #57: Approve an ordinance waiving or reimbursing certain development fees for the Highland Neighborhood Park located at 401 West St. Johns Ave, Austin, TX 78752.

QUESTION: Starting in FY 2019 the Development Services Department (DSD) will be funded primarily through a separate Enterprise Fund. Moving forward, what does it mean to waive or reimburse fees for an enterprise department? Can City Staff please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
Waiving an enterprise department's fees means that the related revenue will not be realized. Each enterprise department expects, and budgets for, a certain level of fees to be waived annually; however, the specific projects or events whose fees are waived are often not known ahead of time. Any unrealized revenue in excess of what is budgeted would directly impact the fund's ending balance and could potentially affect future year's rates and/or fees. Fees can only be waived by council action either through an IFC or as part of a development package (such as the recently approved soccer stadium agreement).

Specific to Development Services, beginning in FY 2019, the newly-created Development Services Fund will receive a transfer in from the General Fund for waived development fees. This transfer to DSD for waived fees in FY 2019 is budgeted at $4.1 million. The amount of the transfer was estimated using prior year data and is necessary because DSD does not have the ability to recover waived revenue since state law mandates that fees be set at the cost of providing a service. If the unrealized revenue exceeds budgeted levels, the General Fund will increase the transfer to DSD incurring unplanned for expenditures.

File #: 18-3352, **Agenda Item #:** 94. 9/20/2018

Agenda Item

Agenda Item #94: Approve an ordinance repealing Exhibits A, B, C, and D of Ordinance No. 20180809-113 ordering the November 6, 2018 general and special municipal elections, and replacing them with new and additional exhibits that adopt changes to election day and early voting polling places, attach an executed contract for election services, attach executed joint election agreements, and list election day judges, central counting station staff, and early voting ballot board members; and declaring an emergency.

QUESTION: Please post the list of Travis County voting and early voting locations.
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
The documents from Travis County will be uploaded following adoption by Travis County Commissioner's Court on Tuesday.

Recommendation for Action

File #: 18-3351, **Agenda Item #:** 96. 9/20/2018

Agenda Item

Agenda Item #96: Approve a resolution initiating zoning, rezoning, and where appropriate, Future Land Use Map (FLUM) amendments for properties located at 7901 East Ben White Boulevard; 810 Bastrop Highway Southbound; 4811 South Congress Avenue; 711 West Powell Lane; 101 Hergotz Lane; 1709 East State Highway 71 Westbound; 401 Chaparral Road; 4511 Lucksinger Lane; 11606 North Lamar Boulevard; 6111 South Congress Avenue; 3201 Burleson Road; 7501 Bluff Springs Road; 1301 West Oltorf Street; 2807 Cameron Loop; 1308 Thornberry Road; 7100 East US Highway 290; 8001 Lee Hill Drive; 423 Thompson Lane; 2815 East State Highway 71 Westbound Service Road; and 6402 McNeil Drive to the appropriate mobile home residence (MH) district; and initiating City Code Title 25 amendments, as necessary, to implement the zoning changes

QUESTION: Can City Staff please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved?
COUNCIL MEMBER FLANNIGAN'S OFFICE

ANSWER:
The approximate time spent by the Planning and Zoning Department to complete a rezoning case without opposition is 5 hours. By contrast, the amount of time spent by the Planning and Zoning Department to complete a rezoning case with opposition varies greatly.