



CITY OF ROLLINGWOOD UTILITY COMMISSION AGENDA

Tuesday, July 06, 2021

In accordance with an order of the Office of the Governor issued March 16, 2020, the Utility Commission of the City of Rollingwood will conduct a video conference and telephonic meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). The meeting will be held on Tuesday, July 6, 2021 at 7:00 p.m. The public may watch this meeting live and have the opportunity to comment via audio devices at the link below. The public may also participate in this meeting by dialing one of the toll-free numbers below and entering the meeting ID and Passcode.

Link: <https://us02web.zoom.us/j/81585226794?pwd=eHlGMBTR0piOWYrd0Q0WFBtYTE1UT09>

Toll-Free Numbers: (833) 548-0276 or (833) 548-0282

Meeting ID: 815 8522 6794

Passcode: 2021

The public will be permitted to offer public comments via their audio devices when logged in to the meeting or telephonically by calling in as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments may be submitted up two hours before the meeting. A video recording of the meeting will be made and will be posted to the City’s website and available to the public in accordance with the Texas Public Information Act upon written request.

CALL UTILITY COMMISSION MEETING TO ORDER

1. Roll Call

PUBLIC COMMENTS

Citizens wishing to address the Utility Commission for items not on the agenda will be received at this time. Please limit comments to 3 minutes. In accordance with the Open Meetings Act, the Utility Commission is restricted from discussing or taking action on items not listed on the agenda.

Citizens who wish to address the Utility Commission with regard to matters on the agenda will be received at the time the item is considered.

PRESENTATIONS

2. Discussion and possible action on a presentation from Motive regarding boosting cellular service in Rollingwood

- 3. Discussion and possible action on a presentation from Crossroads regarding electronic water meters

CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the Utility Commission and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a Board Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.

- 4. Discussion and possible action on the minutes from the June 1, 2021 Utility Commission meeting

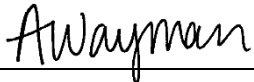
REGULAR AGENDA

- 5. Discussion and possible action on a recommendation to the City Council regarding a franchise agreement with the City of Austin

ADJOURNMENT OF MEETING

CERTIFICATION OF POSTING

I hereby certify that the above Notice of Meeting was posted on the bulletin board at the Rollingwood Municipal Building, in Rollingwood, Texas and to the City website at www.rollingwoodtx.gov on Friday, July 2, 2021 at 4:00 p.m.



Ashley Wayman, City Secretary

NOTICE -

The City of Rollingwood is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact the City Secretary, at (512) 327-1838 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call (512) 272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

The Utility Commission will announce that it will go into executive session, if necessary, to deliberate any matter listed on this agenda for which an exception to open meetings requirements permits such closed deliberation, including but not limited to consultation with the city's attorney(s) pursuant to Texas Local Government Code section 551.071, as announced at the time of the closed session.

Consultation with legal counsel pursuant to section 551.071 of the Texas Local Government Code;
discussion of personnel matters pursuant to section 551.074 of the Texas Local Government Code;
real estate acquisition pursuant to section 551.072 of the Texas Local Government Code;
prospective gifts pursuant to section 551.073 of the Texas Local Government Code;
security personnel and device pursuant to section 551.076 of the Texas Local Government Code;
and/or economic development pursuant to section 551.087 of the Texas Local Government Code.
Action, if any, will be taken in open session.



CITY OF ROLLINGWOOD UTILITY COMMISSION MINUTES

Tuesday, June 01, 2021

On Tuesday, June 1, 2021 at 5:00 p.m. the Utility Commission of the City of Rollingwood, Texas held a regular meeting, open to the public, via video conference and telephone in accordance with an order of the Office of the Governor issued March 16, 2020. The public was able to watch this meeting live and had the opportunity to comment via audio devices with the following meeting login information:

Link: <https://us02web.zoom.us/j/83120203382?pwd=N1NQWG5GRC9vMXUxZjlxV3BhL2pPQT09>

Toll-Free Numbers: (833) 548-0276 or (833) 548-0282

Meeting ID: 831 2020 3382

Passcode: 2021

The public was permitted to offer public comments via their audio devices when logged in to the meeting or telephonically by calling in as provided by the agenda and as permitted by the presiding officer during the meeting. A video recording of the meeting was made and posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request. The following items were discussed:

CALL UTILITY COMMISSION MEETING TO ORDER

1. Roll Call

Chair Jonathan Miller called the meeting to order at 5:13 p.m.

Present Members: Clark Wilson, Christopher Meakin, Phil Dixon and Jonathan Miller.

Also Present: City Administrator Amber Lewis, Utility Billing Manager Sharon Davis and Assistant City Administrator Ashley Wayman.

PUBLIC COMMENTS

Citizens wishing to address the Utility Commission for items not on the agenda will be received at this time. Please limit comments to 3 minutes. In accordance with the Open Meetings Act, the Utility Commission is restricted from discussing or taking action on items not listed on the agenda.

Citizens who wish to address the Utility Commission with regard to matters on the agenda will be received at the time the item is considered.

2. Public Comments

There were no public comments.

CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the Utility Commission and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a Board Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.

- 3. Discussion and possible action on the minutes from the April 6, 2021 Utility Commission meeting

Clark Wilson motioned to approve the consent agenda. Christopher Meakin seconded the motion.

The motion passed 4-0.

REGULAR AGENDA

- 4. Discussion and possible action on a recommendation to City Council regarding a policy for over-billed and under-billed commercial and residential utility accounts

Utility Billing Manager Sharon Davis discussed the results of an audit of the city’s water meter, explaining that due to errors in recorded meter sizes, the city has been mission out on about \$500 per month in revenue.

The Commission and staff discussed potential ways to proceed with billing at this point and whether not residents and/or commercial users should be back-billed.

Chair Jonathan Miller motioned to recommend to City Council that the city attempt to collect from both residential and commercial accounts that have been under-billed related to their meter size for usage during calendar year 2021 and along with the notice of that collection to also include an option to voluntarily repay the full amount owed on the account for anything prior to 2021. Phil Dixon seconded the motion.

The motion passed 4-0.

- 5. Discussion regarding cellular service in Rollingwood

Chair Jonathan Miller discussed cellular service in Rollingwood and discussions that have been had with cellular carriers as well as private companies that help boost cellular service. He discussed Motive, a company that would place small cells in the city and contract with cellular companies to have services provided through that network.

The Commission discussed this potential project and the how cellular service would be improved in the city.

Chair Jonathan Miller stated that they would move forward with getting a meeting set up to learn more about this option.

6. Discussion and possible action on a recommendation to City Council regarding a Franchise Agreement renewal with Austin Energy

City Administrator Amber Lewis discussed one change to the Franchise Agreement with Austin Energy. She also discussed the tree trimming requirements and that Austin Energy is not able to trim trees to code without the resident's approval per the Austin City Council.

The Commission discussed ways to proceed to get better service for the city's residents.

Chair Jonathan Miller motioned to table this item until we can gather more information regarding issues the city has had with Austin Energy and understand guidance from Council as to where we have leverage to negotiate those items with Austin Energy and specifically in this Franchise Agreement. Clark Wilson seconded the motion.

The motion passed 4-0.

7. Updates regarding the Commercial LUE Assignment Study, the transition to in-house utility billing and Incode implementation, the transition to Crossroads Utility Services for Emergency and O&M Water and Wastewater operations, the Easement Location and identification study, the Valve & Manhole GPS/GIS mapping project, and the upcoming presentation to the City Council regarding a drainage utility fee study

City Administrator Amber Lewis provided the Commission with updates regarding the projects the city is currently undertaking.

Chair Jonathan Miller asked the Commission if there were any other items that need to be addressed.

8. Discussion and possible action regarding the Utility Commission meeting time

The Commission discussed potential in-person meetings and that they would be interested in keeping remote meetings. They also discussed the regular meeting time.

Chair Jonathan Miller motioned to change the meeting time to 7:00 p.m. Phil Dixon seconded the motion.

The motion passed 4-0.

The next meeting was set for July 6, 2021 at 7:00 p.m.

ADJOURNMENT OF MEETING

The meeting was adjourned at 5:59 p.m.

Minutes Adopted on the _____ day of _____, 2021.

Jonathan Miller, Chair

ATTEST:

Ashley Wayman, City Secretary

**AMENDMENT NO. 1 TO
ELECTRIC UTILITY FRANCHISE AGREEMENT**

This First Amendment to Electric Utility Franchise Agreement (“Amendment”) is entered into between the City of Austin, Texas, acting through its municipal electric utility, Austin Energy (“AE”), and the City of Rollingwood, Texas (“the City”), both collectively referred to as “the Parties.”

WHEREAS, the City and AE are party to an Electric Utility Franchise Agreement dated March 1, 2011 (the “Franchise Agreement”); and

WHEREAS, the Parties desire to extend the term of the Franchise Agreement for an additional ten years;

THEREFORE, the Parties agree as follows:

- 1. Subsection 1.1 of the Franchise Agreement is amended to read as follows:

The City hereby grants AE, for a term ending March 1, 2031, a franchise for the transmission, distribution, and sale of electricity within the City. AE may construct, operate and maintain in, upon, over, under, and across the present and future streets, alleys and public ways and places within the City all the facilities AE deems reasonably necessary for the provision of safe, reliable, and economical electric service (“AE Facilities”).

- 2. All other provisions of the Franchise Agreement are affirmed and shall remain in full force and effect through the term specified in Section 1 of this Amendment.

EFFECTIVE AS OF MARCH 1, 2021:

City of Rollingwood

City of Austin d/b/a Austin Energy

By: _____
Amber Lewis
City Administrator

By: *Jackie A. Sargent*

Jackie Sargent
General Manager

ELECTRIC UTILITY FRANCHISE AGREEMENT

This Electric Utility Franchise Agreement is between the City of Austin, Texas, which owns and operates a municipal electric utility d/b/a Austin Energy (“AE”), and the City of Rollingwood, Texas (“the City”).

SECTION 1. GRANT OF FRANCHISE

- 1.1 The City hereby grants AE, for a term of ten years from the effective date of this agreement, a franchise for the transmission, distribution, and sale of electricity within the City. AE may construct, operate and maintain in, upon, over, under, and across the present and future streets, alleys and public ways and places within the City all the facilities AE deems reasonably necessary for the provision of safe, reliable, and economical electric service (“AE Facilities”).
- 1.2 This Franchise shall not be construed to restrict or materially affect or alter any power or authority granted to AE by state or federal law, nor does it grant to the City any right or regulatory authority over AE’s rates or operations not otherwise expressly given the City by state or federal law.

SECTION 2. FRANCHISE FEE

- 2.1 During the term of the franchise granted herein, AE shall pay a Franchise Fee to the City for street rental in the amount of 3% of AE’s Gross Receipts from the sale of electricity to customers within the City from the effective date of this agreement written below. “Gross Receipts” shall consist of amounts actually billed for electric consumption and shall exclude taxes. In the event a customer bill contains charges for services or fees other than for electric service, customer payments shall be allocated between services on a pro-rata basis.

- 2.2 If at any point during the term of this agreement, AE imposes a stand-alone charge upon customers within the City for the direct recovery of the cost of the Franchise Fee rather than recovering the cost through base rates on a system-wide basis, the City may opt to terminate this agreement. AE shall provide written notice to the City not later than 60 days prior to enactment of any such direct recovery charge, and thereafter the City shall have 180 days in which to exercise its termination option. If AE fails to provide written notice as required by this section, the City may terminate this agreement at any time after enactment of such direct recovery charge by providing not less than 60 days advance written notice of termination to AE. Termination of this agreement shall not be construed as a revocation of the City's consent for AE to operate and provide electric service within the municipal limits of the City.
- 2.3 The payment for street rental shall be based upon AE's Gross Receipts on a quarterly basis and will be due and payable to the City within 45 days after the close of each quarter in AE's fiscal year.
- 2.4 The Franchise Fee is in lieu of all other fees and charges and the City shall not impose upon or collect from AE any other charge or fee in connection with the use of rights-of-way for AE facilities within the City.

SECTION 3. CONSTRUCTION AND OPERATION OF FACILITIES

- 3.1 Prior to starting work, AE shall give ten days written notice to the City of the scope and duration of the work and shall otherwise follow the City's generally applicable notice and permitting process for work within City rights-of-way. Prior notice may be reduced or waived by the City Administrator. In the event AE deems there is an emergency, the work is necessary to restore interrupted service, or AE otherwise deems that the notice requirement will hamper its ability to maintain safety or reliability, AE may act without prior notice.

- 3.2 The surface of any street, alley, or public way or place disturbed by AE shall be restored by AE within a reasonable time after completion of the work. Restoration shall be made to standards at least equal to those used by AE within the city limits of Austin.
- 3.3 Unless expressly stated herein, this Agreement does not excuse AE from compliance with any City ordinance that may otherwise be lawfully applicable to AE's operations within the City, nor does it impose upon AE any obligation to comply with a City ordinance that would not otherwise lawfully apply to it.

SECTION 4. CIVIC IMPROVEMENTS

The City shall give AE reasonable prior notice of street widening or straightening projects, water line or wastewater line replacement projects, and other projects that may affect AE's facilities. AE shall, at its expense, relocate AE facilities in City-owned rights-of-way as is reasonably necessary to accommodate street widening or straightening, water or wastewater line replacement, or when otherwise required to relocate by state law.

SECTION 5. USE OF POLE SPACE

AE shall permit the City to use existing AE poles for the City's communications fiber (and other equipment to the extent generally allowed by AE pole-attachment policy) to be used for governmental purposes to the extent AE determines space is available. Such use shall be subject to the City's execution of AE's form contract for pole attachments and payment of the AE fees applicable to such service.

SECTION 6. UNIFORM FRANCHISE FEES

If at any time during the term of this Agreement, AE enters into a franchise agreement with another municipality that provides for payment of a franchise fee at a greater percentage than that stated in Section 2, AE shall provide written notice of such event to

the City. Within 60 days after the City's receipt of notice from AE, the City may opt to amend the percentage stated in Section 2 to reflect the percentage given to such other municipality. Such amendment shall take effect on the same date shown in the franchise with such other municipality.

SECTION 7. LIABILITY

Nothing herein creates for one Party legal liability stemming from acts or omissions of the other Party.

SECTION 8. GOVERNING LAW

This Agreement is performable in Travis County, Texas, shall be governed by the Laws of the State of Texas.

SECTION 9. ACCOUNTS AND RECORDS

On not more than an annual basis, AE will provide reasonable records necessary to verify that all payments to the City are accurate within 30 days of a written request.

SECTION 10. NOTICES

Any notices required under this Agreement shall be effective when delivered to the City through its City Administrator, when notice to the City is required, or to the General Manager of Austin Energy, when notice to AE is required.

SECTION 11. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Agreement be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Agreement.

SECTION 12. SOURCE OF FUNDING

The obligations of AE under this Agreement shall be payable solely from electric utility operating revenues. Nothing herein shall be construed as creating a right or obligation enforceable against the taxing revenues or authority of the City of Austin.

EFFECTIVE AS OF MARCH 1, 2011:

City of Rollingwood

City of Austin d/b/a Austin Energy

By: *William C. Hamilton*
William C. Hamilton, Mayor
Date signed: July 25, 2011

By: *Larry Weis*
Larry Weis
General Manager
Date signed: 8/15/11

Attest:

Robyn Ryan
Robyn Ryan, City Secretary



From: Vice, Jeffrey (Jeff) <Jeff.Vice@austinenergy.com>
Sent: Friday, May 21, 2021 4:23 PM
To: Amber Lewis <alewis@rollingwoodtx.gov>
Cc: Otto, Robin <Robin.Otto@austinenergy.com>
Subject: RE: Info Request

Hi Amber,

We'll work to get you the requested information.

Meanwhile, as we've discussed, please find attached for your review and signature an amendment to the existing electric service franchise agreement (copy attached for reference) between Austin Energy and Rollingwood. Austin City Council recently approved the amendment which maintains the payment amount of three percent of gross electric revenues from customers within Rollingwood and extends the term an additional ten years. Apologies for not getting it to you earlier in the week as was targeted.

Under Texas law, this franchise agreement provides compensation to the municipality in return for the right of Austin Energy to maintain its electric service facilities in the municipality's rights-of-way.

Upon receipt of the executed amendment (you may just email it to me), Austin Energy will continue quarterly payments to the municipality in the amount of three percent of total gross electric revenues received from customers within the municipality. For example, in FY20, Austin Energy revenues from customers in Rollingwood totaled approximately \$3.1M, resulting in annual franchise fees of approximately \$93K. Future payments are contingent upon load growth and actual electric usage in the franchise area.

Please let me know if you have any questions or concerns regarding this or any other Austin Energy-related matter.

Best,
Jeff

Jeff Vice

Director, Local Government Issues
Austin Energy, 721 Barton Springs Rd, Austin TX 78704
O: 512-322-6087 | C: 512-497-0966

austinenergy.com | twitter.com/austinenergy
[linkedin.com/company/austin-energy](https://www.linkedin.com/company/austin-energy)