

EXHIBIT

"A"

ALTERNATIVE WASTEWATER SERVICE BILLING AGREEMENT

THIS ALTERNATIVE WASTEWATER SERVICE BILLING AGREEMENT (hereinafter the "Agreement"), is hereby entered into on the _____ day of _____, 2016 by and between **Michael Angelo's Gourmet Foods, Inc.**, a _____ corporation with offices at 200 Michael Angelo Way, Austin, Texas 78728, (hereinafter "Michael Angelo's"), and the **City of Round Rock, Texas** (hereinafter "City"), a home-rule municipality and political subdivision of the State of Texas with offices at 221 East Main Street, Round Rock, Texas 78664. In this Agreement, the City and Michael Angelo's are sometimes referred to individually as "a Party" and collectively as "the Parties."

WHEREAS, Michael Angelo's is the owner of the Michael Angelo's food processing facility which is located at 200 Michael Angelo Way, Austin, Texas 78728, (hereinafter the "Property"); and

WHEREAS, Michael Angelo's currently is billed for wastewater services by utilizing the winter average method in accordance with Chapter 44, Round Rock Code of Ordinances, 2010 Edition; and

WHEREAS, Michael Angelo's utilizes a wastewater flow meter (hereinafter the "Flow Meter") that measures the amount of wastewater that Michael Angelo's discharges in the City's wastewater collection and treatment system; and

WHEREAS, Michael Angelo's desires to enter into this Agreement with the City for the purpose of more accurately calculating Michael Angelo's monthly wastewater usage as a result of utilizing the Flow Meter; and

WHEREAS, the City is agreeable to enter into this Agreement with Michael Angelo's to provide an alternative method of calculating the amount of wastewater that Michael Angelo's discharges into the City's wastewater collection and treatment system;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

ARTICLE I. PURPOSE OF THIS AGREEMENT

Pursuant to Chapter 44, Section 44-30(c) Round Rock Code of Ordinances, 2010 Edition, wastewater usage is generally determined by averaging the monthly water usage for the months of December, January, and February of each fiscal year.

Michael Angelo's utilizes the Flow Meter which provides an alternative and more accurate method of calculating the amount of wastewater that Michael Angelo's discharges into the City's system.

The purpose of this Agreement is to establish a methodology and procedure for utilizing the readings of the Flow Meter to provide an alternative method of calculating the amount of wastewater that is discharged into the City's wastewater collection and treatment system.

ARTICLE II. ALTERNATE METHOD OF CALCULATING WASTEWATER USAGE

Beginning the ____ day of _____, 2016, and on the same day of each month thereafter, Michael Angelo's shall provide the City with the monthly meter readings for the Flow Meter. The City shall use the amount of wastewater measured by the Flow Meter combined with 250,000 gallons as an estimate for their domestic wastewater usage to calculate the monthly wastewater bill for Michael Angelo's.

ARTICLE III. METER INSTALLATION, MAINTENANCE AND CALIBRATION

The Flow Meter and any related facilities required for properly measuring the quantity of wastewater delivered to the City's system will be installed at the Michael Angelo's cost. Any replacement of the Flow Meter must be approved by the City prior to installation. Michael Angelo's, at its expense will operate and maintain the Flow Meter.

Michael Angelo's will calibrate the Flow Meter annually, or more frequently at the City's request. Michael Angelo's will provide the City with a copy of the calibration report within ten (10) days of Michael Angelo's receipt of same. If the City requests calibration of the Flow Meter more frequently than once every 12 months and, upon calibration, the Flow Meter proves to be accurate, then the cost of the calibration will be borne by the City. If the Flow Meter registers within three percent (3%) accuracy, it will be deemed to be accurate. If the Flow Meter tests to be inaccurate by more than three percent (3%), all testing and calibration costs will be borne by Michael Angelo's, the Flow Meter will be recalibrated or replaced, and a billing adjustment will be made based on the degree of the meter's inaccuracy, as determined by the test. If the Parties can reasonably estimate the time at which the Flow Meter became inaccurate, the City will make a billing adjustment based on that time period. If the Parties cannot reasonably estimate the time at which the Flow Meter became inaccurate, then the City will make a billing adjustment to no more than the previous six months' billings.

If the Flow Meter is out of service or under repair so that the amount of wastewater discharged cannot be ascertained or computed from the readings, the wastewater delivered during the period the Flow Meter was out of service or repair will be estimated and billed by the City based on the winter average method until flow accuracy is restored.

Michael Angelo's will read the Flow Meter on a monthly basis and will keep accurate records of all measurements of wastewater passing through the Flow Meter. Such records will be open to the City for inspection or copying at all times during regular business hours. The City will be entitled to access the Flow Meter at all times and the City may read the Flow Meter to verify records.

ARTICLE IV.
EFFECTIVE DATE AND TERM

The term of this Agreement shall be until December 31, 2026, provided however, it shall renew automatically for successive twelve (12) month periods unless one of the Parties gives notice to the other Party on or before December 1 that it does not wish to renew the Agreement.

ARTICLE V.
TERMINATION

If Michael Angelo's defaults in the undertaking of any of its obligations under this Agreement or breaches any of its provisions, the City shall have the right to terminate this Agreement by giving Michael Angelo's thirty (30) days written notification of its decision to terminate.

City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon ninety (90) days' written notice to Michael Angelo's.

ARTICLE VI.
REVERSION TO WINTER AVERAGE

In the event that either Party elects to not renew this Agreement or the City elects to terminate this Agreement as provided in Article VI above, the Parties shall discontinue all obligations in connection with the performance of this Agreement, and the wastewater usage shall be determined in accordance with the winter average method set forth in the Round Rock Code of Ordinances, 2010 Edition, as amended.

ARTICLE VII.
NOTICE

Notice to Michael Angelo's:

Richard Price
Vice President of Operations and Supply Chain
200 Michael Angelo Way
Austin, Texas 78728

Notice to City:

Laurie Hadley
City Manager
221 East Main Street
Round Rock, TX 78664

with copy to:

Stephan L. Sheets
City Attorney
309 E. Main St.
Round Rock, TX 78664

IN WITNESS WHEREOF, the City and Michael Angelo's have executed this Agreement on the dates indicated below.

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Dated this ____ day of _____, 2016

Michael Angelo's Gourmet Foods, Inc.,

By: _____

Dated this ____ day of _____, 2016