



**City Council Questions and Answers for  
Thursday, June 18, 2015**

These questions and answers are related to the  
Austin City Council meeting that will convene at 10:00 AM on  
Thursday, June 18, 2015 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 Garza, District 2**  
**Council Member Sabino "Pio" Renteria, District 3**  
**Council Member Gregorio Casar, District 4**  
**Council Member Ann Kitchen, District 5**  
**Council Member Don Zimmerman, District 6**  
**Council Member Leslie Pool, District 7**  
**Council Member Ellen Troxclair, District 8**  
**Council Member Sheri Gallo, 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**

1. Agenda Item # 4: Authorize execution of an interlocal agreement between the City and Travis County for household hazardous waste collection services for County residents who live outside of the incorporated limits of the City.
  - a. QUESTION: How many hours per week in staff time, whether collection, administrative, or other support services, does Austin RR estimate goes to collection of non-city customers resulting from expanded service through the original agreement and the changes proposed in this agreement? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: The estimated total staff time going into servicing County residents who live outside of the incorporated limits of the City is approximately 20 hours a week, with an increase to 25 hours the weeks quarterly invoicing takes place. Hours per week in staff time: Original Agreement - a. collection -15 b. administrative - 3 c. other support services -2. Changes proposed in this agreement - a. collection -15 b. administrative - 3 c. other support services -2.
2. Agenda Item # 5: Approve an ordinance authorizing an increase in the Fiscal Year 2014-2015 Austin Water Utility Capital Budget (Ordinance No. 20140908-002) to appropriate \$4,644,753 for the Water Treatment Plant No. 4 Project Construction Manager At Risk Agreement with MWH Constructors, Inc. Related to Items # 24 and # 101.
  - a. QUESTION: 1) The Fiscal Note says the current balance is \$0. Where would these funds be coming from? 2) Could staff provide more detail about the need for these additional funds? 3) How much funding was approved for this project in the original Capital Budget ordinance and could staff provide the details and text of that original ordinance? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: 1) The additional \$4.6 million for the Water Treatment Plant # 4 contract requires additional Council approved appropriation above current levels. The proposed budget amendment will increase Water Treatment Plant # 4 appropriation to \$528.1 million. Fiscal Year 2015 capital budget spending on Austin Water projects is estimated to be below budget levels which will

fully offset these additional costs. The additional costs will be funded using commercial paper and then converted into long-term revenue bonds. 2) The Council will be provided more detail regarding the need for these additional funds in an Executive Session scheduled for the Council work session on June 16, 2015, as well as the Council regular meeting on June 18, 2015. 3) The original appropriation for the Water Treatment Plant # 4 project was \$508 million and was funded over several budget years prior to initiation of construction. Additionally, the Council approved an increase of \$15.5 million on December 6, 2012, as a result of additional funding requirements. This action will provide for an additional \$4.6 million in appropriation for the project. Total appropriation for Water Treatment Plant # 4 would be \$528.1 million upon approval of this Fiscal Year 2014-2015 budget amendment.

3. Agenda Item # 7: Approve an ordinance amending the Fiscal Year 2014-2015 Operating Budget (Ordinance No. 20140908-001) to re-appropriate funds from non-sworn positions vacant 12 months or longer.
  - a. QUESTION: Can each Department with a vacancy of 12 months or more provide explanation of why the position has been vacant for 12 months and a justification for keeping the funding for each position? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: See attachment.
4. Agenda Item # 10: Authorize award and execution of a 12-month construction services contract with PEABODY GENERAL CONTRACTORS, INC., for the Meter Upgrades Project for Austin Water in an amount not to exceed \$300,000, with two 12-month extension options in an amount not to exceed \$300,000 per extension option, for a total contract amount not to exceed \$900,000.
  - a. QUESTION: 1) Who had the previous bid? 2) Are we out of current contract period? 3) What have been the historical annual average costs for this type of contractual work over the past 2 years? COUNCIL MEMBER GALLO'S OFFICE
  - b. ANSWER: 1) This is the first contract for construction services for this type of meter upgrade improvement. 2) Austin Water Utility does not have a current or previous contract. 3) The contract has been in development for the past year, and Austin Water Utility does not have the historical information to provide average costs for this type of contractual work at this time.
5. Agenda Item # 12: Authorize negotiation and execution of a professional services agreement with MCKINNEY ARCHITECTS INC. dba MCKINNEY YORK ARCHITECTS (staff recommendation), or one of the other qualified responders to Request for Qualifications Solicitation No. CLMP176 to provide architectural services for the InVision Studios Project at the Austin Convention Center in an amount not to exceed \$250,000.

- a. QUESTION: What is our occupancy rate over the past 2 years of the Convention Center? COUNCIL MEMBER GALLO'S OFFICE
  - b. ANSWER: 60% is considered "full" in the convention industry. In 2013 the Austin Convention Center had an occupancy rate of 53%, and in 2014 the Austin Convention Center had an occupancy rate of 59%.
6. Agenda Item # 13: Authorize negotiation and execution of a professional services agreement with FREESE & NICHOLS INC. dba FREESE & NICHOLS (staff recommendation), or one of the other qualified responders to RFQ Solicitation No. CLMP175, to provide Engineering Services for the Reservoir Improvements Program in an amount not to exceed \$2,000,000. ( Notes: This contract will be awarded in compliance with City Code Chapter 2-9B Minority Owned and Women Owned Business Enterprise Procurement Program by meeting the goals with 15.80% MBE and 15.80% WBE participation. )
- a. QUESTION: 1) With this contract, how many reservoirs does Austin Water anticipate finishing renovation on? 2) What will be the additional costs to making these improvements, either in staff time or additional contracts? 3) Does Austin Water typically use Commercial paper for engineering and design services? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: 1) This agreement provides consultant services sufficient to design renovation improvements for approximately 6 to 8 of Austin Water's potable water storage reservoirs. These consultant services are needed to supplement in-house resources necessary in making the needed improvements. Austin Water has over 40 reservoirs of various age and condition. 2) The design services include condition assessment, recommendations for improvements, design, development of construction documents and construction phase support services. Additional costs beyond these design services will be for construction of improvements to the selected reservoirs. These construction contracts are typically bid on an annual basis to facilitate low system demand in the winter months. We anticipate the design services will be sufficient to support an estimated \$10,000,000 worth of construction over the next 3-4 years. Regarding staff time, Austin Water has a staff member who manages the reservoir improvement program in addition to his other duties. Austin Water has over 40 reservoirs of various age and condition. 3) Yes, Austin Water typically uses Commercial paper for engineering and design services.
7. Agenda Item # 14: Authorize award and execution of a 24-month construction services contract with BILFINGER TEPSCO for chilled water piping construction on customer distribution sites in an amount not to exceed \$6,000,000, with three 12-month extension options in an amount not to exceed \$2,000,000 per extension option, for a total contract amount not to exceed \$12,000,000.
- a. QUESTION: 1) Is there a local vendor? 2) Does the COA Purchasing office work with the COA SBDP to help identify local vendors? COUNCIL

## MEMBER GALLO'S OFFICE

- b. ANSWER: 1) All vendors who bid on this solicitation had addresses with a non-Austin, TX location. The following are the vendors who submitted and their location: Bilfinger Tepsco, Inc., located in Deer Park, TX, The Porter Company/Mechanical Contractors, located in Manchaca, TX, Peabody General Contractors, Inc., located in Dripping Springs, TX, Mechanical & Process Systems, LLC, located in Round Rock, TX. 2) The Small and Minority Business Resources Department works closely with the Contract Management Department to identify scopes of work and other trades so that available Minority-owned Business Enterprises and Woman-owned Business Enterprises can participate on these contracts. The Small & Minority Business Resources Department provides an Availability List of these local and non-local MBE and WBE firms that is included in the solicitation documents. The MBE /WBE Procurement Ordinance mandates that if a vendor does not meet the stated MBE /WBE goals on the solicitation, all MBE /WBE vendors located within the City's Significant Local Business Presence (SLBP) be contacted as part of the overall solicitation process. The SLBP is defined in Chapter 2-9A-4 of the City Code as a business that is located in Austin's Metropolitan Statistical Area (Travis, Hays, Williamson, Caldwell and Bastrop Counties).
8. Agenda Item # 16: Authorize execution of a construction contract with FACILITIES REHABILITATION, INC. for the West Bank and Los Altos Lift Stations Rehabilitation Project in the amount of \$1,327,700 plus a \$66,385 contingency, for a total contract amount not to exceed \$1,394,085.
- a. QUESTION: 1) Why is the vendor not local? Vendor selected if from Taylor, TX. 2) Is the City of Westlake financially participating in the collection/transportation of sewage from that area? COUNCIL MEMBER GALLO'S OFFICE
- b. ANSWER: 1) Texas Local Government Code Chapter 271 allows municipalities to consider a bidder's principal place of business in certain instances. For construction projects, such as this, this would apply only if the local bidder is within 5% of non-local bidder and the contract is less than \$100,000 (§ 271.9051). Neither condition is met for this particular project. The following are the bidders who submitted and their location: Facilities Rehabilitation, Inc. located in Taylor, TX, Central Road and Utility, LTD, located in Austin, TX. 2) The City of Westlake (Westlake) is not making a direct capital contribution towards this project. Westlake is a wholesale customer the City of Austin (Austin Water). Under that wholesale wastewater services agreement, Westlake pays Austin Water monthly fees for the conveyance and treatment of wastewater from their jurisdiction. Those rates are designed to cover the capital and operations costs of related infrastructure. Additionally, Westlake pays the City's capital recovery fees for new connections and those fees are intended to contribute towards growth related capital improvement projects.

9. Agenda Item # 18: Authorize negotiation and execution of an amendment to the professional services agreement with FOUND DESIGN LLC, dba MERJE, to provide design services for the Austin Downtown Wayfinding System in the amount of \$144,324 for a total contract amount not to exceed \$463,478.
  - a. QUESTION: 1) The 463k is just for design process, correct and is not inclusive of signage costs? 2) What is the estimated total program costs for signage, materials and installation labor? 3) Aside from government building signage, are local venues included in signs? Are they participating in the costs? COUNCIL MEMBER GALLO'S OFFICE
  - b. ANSWER: 1) That is correct; the \$463K covers design services without construction costs. This includes all design services from stakeholder engagement, development of the master plan, development of graphics manual, bid documents and map graphics through construction administration services. 2) The current budget estimate for programmed signage, materials and installation costs is \$1,377,500. 3) The vast majority of identified destinations in the Wayfinding Plan are governmental facilities. The remaining handful identifies major cultural destinations (e.g. Mexic-Arte Museum, Paramount Theatre). Private venues may choose to utilize the graphics manual to develop compatible ID signage at their own expense, but they would not be added to the signs and maps in the Right of Way.
10. Agenda Item # 19: Authorize additional contingency funding for the construction contract with Oscar Renda Contracting for the Waller Creek Inlet Facility at Waterloo Park Project in the amount of \$6,260,625 for a total amount not to exceed \$34,781,250. Related to Items # 73, # 74 and # 104.
  - a. QUESTION: 1) How did the City issue a building permit if the original design was in violation of the Capital View Corridors? 2) Why is the City responsible for these costs? 3) What is the probability of the City recovering these contingency funds. COUNCIL MEMBER GALLO'S OFFICE
  - b. ANSWER: Information on this project was presented to City Council via an Executive Session at Tuesday's worksession.
11. Agenda Item # 23: Authorize the negotiation and execution of an amendment to the legal services agreement with Denton, Navarro, Rocha, Bernal, Hyde & Zech, for legal counsel provided to the Austin Urban Renewal Agency, by increasing funding in the amount of \$50,000 for a total contract amount not to exceed \$122,500.
  - a. QUESTION: 1) Can staff provide the agreement from FY14/15 so that we can get a better understanding of the resources provided to the Agency? 2) Does the Agency have the authority to raise private funds? COUNCIL MEMBER TROXCLAIR'S OFFICE

- b. ANSWER: 1) See attachment 2) The Urban Renewal Agency is a governmental body controlled and operated by a seven person board of commissioners under the authority of Texas Local Government Code Chapter 374. The commissioners are appointed by the Mayor with the advice and consent of the City Council. The Agency has the authority to issue bonds to finance an Urban Renewal Project. The bonds must be payable only from funds derived from an Urban Renewal Project. The Agency also has authority to issue tax increment bonds. The City is authorized to incur the entire expense of any public improvements made in an Urban Renewal Area. The City may also lend, grant, or contribute funds to the Urban Renewal Agency and enter into agreements with the Urban Renewal Agency related to furnishing funding to the Agency. Under state law the City is authorized to issue general obligation bonds to aid in carrying out an Urban Renewal Project. Although Chapter 374 does not specifically authorize the City or the Urban Renewal Agency to raise private funds to carry out an Urban Renewal Project, the legislative findings state that the intent of the legislature is "that private enterprise be encouraged to participate in accomplishing the objectives of urban renewal to the extent of its capacity and with governmental assistance as provided by Chapter 374." While the intent is primarily to encourage the private sector to provide resources for the redevelopment of the Urban Renewal Area, private donations could also be accepted by the Urban Renewal Agency for its public purposes.
12. Agenda Item # 26: Authorize negotiation and execution of all documents and instruments necessary or desirable to purchase in fee simple a tract of land totaling approximately 32.673 acres located on East Ben White Boulevard and Pleasant Valley Road from the Most Reverend Joe S. Vasquez, successor to the Most Reverend John McCarthy as Bishop of the Catholic Diocese of Austin, in an amount not to exceed \$2,000,000 (District 3). Related to Items # 27 and # 28.
- a. QUESTION: 1) Can staff provide the language and ordinance of the 2012 Bond Proposition that authorizes the purchase of this land? 2) Can staff also provide a report on the status of those 2012 Bond dollars and the projects that were outlined in the bond election? 3) Can staff supply a report of all city parkland, whether it has been developed or not, and how much funding will be needed to complete the development of each piece of parkland? COUNCIL MEMBER TROXCLAIR'S OFFICE
- b. ANSWER: See attachment
13. Agenda Item # 27: Approve an ordinance amending the Fiscal Year 2014-2015 Parks and Recreation Department Capital Budget (Ordinance No. 20140908-002) to increase appropriations by \$2,710,000 for Parkland Acquisition and Development (District 3). Related to Item # 26 and # 28.
- a. QUESTION: Are these dollars simply a piece of the funds that were authorized in 2012 or is this amendment exceeding the amount of dollars authorized by voters in 2012? COUNCIL MEMBER TROXCLAIR'S

## OFFICE

- b. ANSWER: This land acquisition is part of the \$77.68M authorized for park and recreation improvement bonds through the 2012 GO bond program.
  - c. QUESTION: What is the \$710,000 for if the purchase price of the land is \$2 million? COUNCIL MEMBER GALLO'S OFFICE
  - d. ANSWER: The \$710,000 is the balance remaining in Land Acquisitions Account associated with the 2012 Bonds. PARD has critical land acquisition transactions that the department would like to complete, if at all possible, prior to October 2015. For that reason, PARD is asking to appropriate the remaining balance in the 2012 Bond Land Acquisition account.
14. Agenda Item # 39: Authorize award, negotiation and execution of a 36-month contract with LAPTOPSANYTIME to provide a laptop and tablet kiosk distribution system for the Austin Public Library in an amount not to exceed \$85,361, with two 12-month extension options in an amount not to exceed \$7,437 each, for a total contract amount not to exceed \$100,235.
- a. QUESTION: 1) What are the stats from this pilot program? 2) How many users? 3) Was this a specific line item in the 2012 Bond for the Milwood library? COUNCIL MEMBER GALLO'S OFFICE
  - b. ANSWER: 1) The Milwood Branch Library will be the first library to receive this technology and thus will serve as the pilot program. Based on its anticipated success and the availability of future funding, the technology is expected to be rolled out to other branch locations. 2) Not applicable at this point in time. 3) There are not specific line items in General Obligation Bond Language. The Ballot Language of Proposition 18: "Library, Museum and Cultural Arts Facilities" of the 2012 Bond Election of the City of Austin, which calls for: "The issuance of \$13,442,000 library, museum and cultural arts facility improvement bonds and notes and the levy of a tax sufficient to pay for the bonds and notes." In Special Election Information provided by the City of Austin for the 2012 Bond Election, it was stated that the proposition, if approved, would allow the City to provide for designing, constructing, improving and equipping library, museum and cultural arts facilities. It was further stated that the Milwood Branch Library was one of the representative projects to be provided funding for interior and exterior renovations. In formulating the budget for the Milwood Branch Library Project prior to the 2012 Bond Election, staff included a line item for New Equipment/Furniture. We would not specify that equipment in 2012, but would wait to see what the best of the emergent technologies were during the year of renovation.
15. Agenda Item # 40: Authorize award, negotiation, and execution of a contract with SHEN MILSOM & WILKE LLC, or one of the other qualified responders to Request for Qualifications Statement JXH0700, to provide consulting services

for an upgrade of the audiovisual system at the Emergency Operations Center in an amount not to exceed \$80,000.

- a. QUESTION: Does the COA Purchasing work with the SBDP/Eco Dev offices to help broadcast RFP's & RFQ's from local vendors? COUNCIL MEMBER GALLO'S OFFICE
  - b. ANSWER: The Purchasing Office does not broadcast RFPs and RFQs from other local vendors, the SBDP is responsible for these duties.
16. Agenda Item # 41: Authorize award, negotiation, and execution of a 24-month contract with CSDC SYSTEMS, INC. to provide software, software maintenance, and professional services to upgrade the Municipal Court Judicial Enforcement Management System in an amount not to exceed \$4,094,700.
- a. QUESTION: 1) What other COA technical review has this gone through? 2) Is this upgrade part of any over-reaching City-wide Technology Plan/Roadmap? 3) Has this upgrade been coordinated with other departments impacted by the software? 4) What is our software review process since the COA does not have a system wide CTO position? 5) Have the CIO been involved in this discussion? 6) Why has this not gone through and B&C or Council Committee? COUNCIL MEMBER GALLO'S OFFICE
  - b. ANSWER: 1) The AMANDA JEMS system replacement was reviewed and prioritized by the City of Austin IT Governance Process. The IT Governance process utilizes representatives from City leadership and subject matter experts to review and prioritize technology investments for the City. 2) Yes, the City's IT Strategy involves maximizing use of common information systems, and managing the City's technology lifecycle. The upgrade and replacement of the JEMS municipal court system will merge these City functions on to a single platform already used by the enterprise. The current version of JEMS is at end of life and will no longer be supported by the vendor, CSDC. The upgrade is necessary to ensure Municipal Court's critical business needs are met. 3) There is currently a plan in place to coordinate and communicate with other City departments impacted by the software to allow for workflow between departments. However, it is important to note that other users of the current AMANDA system should not be impacted. The JEMS upgrade for Municipal Court will be a module within the AMANDA system. 4) The City utilizes the IT Governance process to review and prioritize technology investments. In addition, this project was analyzed by the City's Enterprise Architect to provide a baseline of the current and desired state of Municipal Court's business and technology needs. The results of this rigorous enterprise architecture process provides an extensive evaluation of the needs of Municipal Court and the desired outcome to be delivered by the technology. 5) Yes, the CIO has been part of the process for prioritizing and deciding on this technology solution for the JEMS upgrade. 6) We were not advised that this item needed to go to a Council Committee.

17. Agenda Item # 42: Authorize award, negotiation, and execution of a 12-month contract with DARTEZ LLC to provide professional services for operational support of the Application Management and Data Automation software system in an estimated amount not to exceed \$99,840.
  - a. QUESTION: 1) Is there a current Service Level Agreement in place for the AMANDA system? 2) If yes, are we duplicating efforts? 3) Why are we contracting with an outside vendor as opposed to using direct AMANDA support services? COUNCIL MEMBER GALLO'S OFFICE
  - b. ANSWER: 1) Yes, the current Service Level Agreement with the vendor, CSDC, provides support for the underlying technology. The scope of that service level agreement provides "bug fixes" for the system. This contract provides day to day support of the system including maintenance of user accounts, troubleshooting problems experienced by individual users, etc. 2) No, there is no duplication of effort. As mentioned in the previous answer, this contract provides daily support of the system including maintenance of user accounts, troubleshooting problems experienced by individual users, etc., while the service level agreement currently in place only relates to the underlying technology. 3) The software vendor CSDC and another vendor, Unisys, provided cost estimates for this service which were significantly higher than Dartez, LLC.
18. Agenda Item # 43: Authorize award, negotiation, and execution of a 12-month social services contract with the COUNCIL ON AT-RISK YOUTH to operate of a juvenile justice youth program for the Police Department in an amount not to exceed \$128,000.
  - a. QUESTION: The backup for Item 43 states that APD and The University of Texas at Austin completed an area-wide assessment, which resulted in the recommendation that grant funds be set aside for juvenile justice programs. Please provide this assessment, specifically the section that includes the recommendation for juvenile justice programs. COUNCIL MEMBER CASAR'S OFFICE
  - b. ANSWER: The Restore Rundberg documents can be found at: <http://austintexas.gov/department/restore-rundberg-documents>. The key pages for the juvenile justice contract are: Pages 4 (budget chart with funding levels), Pages 12 and 13 (data collectionion/community, inputinput/recommendations), Pages 19 - 31 (recommendations/research).
19. Agenda Item # 51: Authorize award and execution of five contracts through the Texas Local Government Purchasing Cooperative (Buyboard) for light duty vehicles and equipment with CALDWELL COUNTRY CHEVROLET DBA BABY JACK II AUTOMOTIVE, LTD. in an amount not to exceed \$915,979; DEERE & COMPANY in an amount not to exceed \$106,717; GRAPEVINE DODGE CHRYSLER JEEP, LLC DBA GRAPEVINE DCJ, LLC in an amount not to exceed \$3,029,838; SILSBEE FORD, INC. in an amount not to

exceed \$2,756,457; and WIRTGEN AMERICA in an amount not to exceed \$458,301, for a total amount not to exceed \$8,267,292.

- a. QUESTION: 1) What is the criterion used to determine the 29 new vehicles purchases? 2) Although the funding is from the current year vehicle acquisition fund, where these particular vehicles forecasted or as these "leftover" funds being utilized? COUNCIL MEMBER GALLO'S OFFICE
  - b. ANSWER: 1) As outlined in our acquisition process, the criteria used for the acquisition of additional units includes: New FTEs, New Programs, Council initiatives, Annexations, Expanded services related to an existing service (growth). Once the need has been determined Fleet works with each individual Department to identify the environmentally responsible vehicle that best fits the Department's operational needs. Any additional requested units require Fleet, Department Director, and ACM level approval prior to being purchased. 2) All of the funding being used for purchases in this package that are being purchased from the acquisition fund were forecasted, proposed, and approved during adoption of the current year budget. In each year's budget, some funds are approved to accommodate unanticipated and emergency needs such as a catastrophic failure of a critical unit or an unanticipated need. Purchase of any additional unanticipated units in this situation requires approval from the City Manager's Office (ACM level) and is presented to Council for approval of the purchase. One of the additional units included in this package falls in this category.
20. Agenda Item # 57: Authorize award, negotiation and execution of a contract with JOHNSON CONTROLS INC., or another qualified offeror to Request For Proposal No. OPJ0114, for the purchase and installation of a 2500 ton chiller to be installed at Austin Energy's Domain District Cooling Plant, in an amount not to exceed \$3,075,554. ( Notes: This contract will be awarded in compliance with City Code Chapter 2-9D Minority Owned and Women Owned Business Enterprise Procurement Program by meeting the goals with 0.99% MBE and 2.49% WBE participation. )
- a. QUESTION: What were the original costs for building the Cooling Plant for the Domain and the operations and maintenance costs since it was built? How much of that total has been funded by the Domain? COUNCIL MEMBER TROXCLAIR'S OFFICE
  - b. ANSWER: See attachment.
21. Agenda Item # 60: Authorize award, negotiation, and execution of 12-month contracts with 360 ENERGY SAVERS, LLC; RAM'S WEATHERIZATION & CONSTRUCTION, LLC; 1st CHOICE ENERGY, LLC; McCULLOUGH HEATING & A/C, INC; ENERGY GUYS; CITY CONSERVATION; AMERICAN CONSERVATION; VALDEZ REMODELING & WEATHERIZATION, INC. (MBE); AMERICAN YOUTHWORKS; CONSERVATION SPECIALISTS OF AUSTIN, LLC; and GREAT

AMERICAN INSULATION, INC., or other qualified offerors to Request For Proposal No. OPJ0116, for basic weatherization services in an amount not to exceed \$2,800,000 with four 12-month extension options in an amount not to exceed \$2,800,000 for a total amount not to exceed \$14,000,000.

a. QUESTION: 1) How much was the total approved amount of the previous contract for weatherization services? 2) How many low-income households or apartments were served with the weatherization services provided through the last contract and what was the energy savings associated with those services?  
COUNCIL MEMBER TROXCLAIR'S OFFICE

b. ANSWER: 1) The proposed contracts for weatherization services on this week's agenda replaces two prior contracts. The total spending authorization (approved amount) for the two contracts was \$4,832,000 from April and May of 2013 through May and June of 2015. 2) While work is still in progress under the previous contracts, Austin Energy estimates 1,000 homes to be weatherized, with the first year estimated energy savings of 1,200 MWH.

22. Agenda Item # 109: Conduct a public hearing and consider a request by Tiny Boxwoods LLC d/b/a Tiny Boxwoods, located at 1503 W. 35th Street, for a waiver of the distance requirement of City Code Section 4-9-4(A), which requires a minimum of 300 feet between a business that sells alcoholic beverages and a school (District 10).

a. QUESTION: How many waivers to the minimum distance requirement of 300 feet in City Code Section 4-9-4(A) for alcohol sells have been approved by the City of Austin? COUNCIL MEMBER GALLO'S OFFICE

b. ANSWER: City Council has approved 26 waiver requests out of 32 total requests made.

**END OF REPORT - ATTACHMENTS TO FOLLOW**

 The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.

 For assistance, please call 512-974-2210 or TTY users route through 711.



## MEMORANDUM

**TO:** Mayor and Council

**FROM:** Ed Van Eenoo, Deputy Chief Financial Officer *EW*

**DATE:** June 15, 2015

**SUBJECT:** Positions Vacant for 12 Months

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At the June 11, 2015 City Council meeting, Mayor and Council approved Resolution 20150611-012, which directed the City Manager to bring a budget amendment to the City Council that re-appropriates funds allocated for non-sworn positions that have been vacant for at least 12 months.

Attached is a list of positions vacant 12 months or more as of today, which totals 31.3 full-time equivalents and a budget of \$3.0 million City-wide, inclusive of Social Security, Medicare, and retirement benefits. Of these, 15 have job offers accepted or extended. City staff do not recommend cutting these positions.

Of the remaining 16.3 full-time equivalents, a 0.3 full-time equivalent project manager in the Building Services Department is recommended for elimination, which represents a cost savings of \$27,555 for the Support Services Fund.

The 16 remaining positions are either in the recruitment process or are currently being reclassified. Many of these positions have been posted and recruited for multiple times and have had difficulty attracting top talent due to market standards for pay, specifically in the technology field. As a result, staff's recommendation is to not cut or repurpose any of these positions at this time.

If you have any questions on this information, please contact me at extension 42638.

xc: City Manager  
Assistant City Managers  
Chief of Staff  
Chief Financial Officer  
Deputy Chief Financial Officer

# FY 2015 Vacancy Report

*Positions Vacant for Longer than 12 Months as of 6/15/2015*

Department	Title	FTE	Vacant Since	Budget*	Hiring Status	Justification
Building Services	Mgr, Project	0.3	23-Apr-2008	27,555	Not in process	Proposed to be cut
Financial Services	Dep Ofcr, Purchasing	1.0	3-May-2014	141,679	In process	Held vacant pending new Purchasing Officer, will be posted soon
Management Services	Business Process Consultant	1.0	7-Apr-2014	92,960	Not in process	Reclassification approved 6/11/15
Office of Real Estate Services	Asst Dir, Ofc Real Estate Srv	1.0	14-Sep-2008	63,222	In process	Posting closes 6/26/15
<b>Support Services Fund Total</b>		<b>3.3</b>		<b>325,416</b>		
Austin Energy	Supv, Energy Mkt	1.0	31-May-2014	188,732	In process	Multiple offers declined, posting closed 6/1/15, interviews in process
Austin Energy	Lan Wan Integrator	1.0	17-May-2014	102,361	Not in process	Multiple offers declined, reclass pending IT Titles Project implementation
Austin Energy	Real Time Energy Mkt Op Sr	1.0	19-Apr-2014	101,873	In process	Multiple offers declined, posting closed 6/6/15, reviewing applications
<b>Austin Energy Fund Total</b>		<b>3.0</b>		<b>392,966</b>		
Austin Water Utility	AWU Electrician III	1.0	31-Mar-2014	79,057	In process	Panel interviews scheduled for 6/17/15
Austin Water Utility	I & C Technician II	1.0	30-Apr-2014	84,558	In process	Top candidate declined, reposted, closed 6/5/15
<b>Austin Water Utility Fund Total</b>		<b>2.0</b>		<b>163,615</b>		
Austin Convention Center	Admnstr, Network Systems Sr	1.0	19-Apr-2014	116,275	In process	Top candidate declined offer, repost in process
Austin Convention Center	Department Executive Asst	1.0	28-Dec-2013	60,268	In process	Posting closed 6/2/15, interviews in process
Austin Convention Center	Admnstr, Network Systems	1.0	5-Apr-2014	43,253	In process	Posting closed 5/31/15, reviewing applications
<b>Austin Convention Center Fund Total</b>		<b>3.0</b>		<b>219,796</b>		
Watershed Protection	Treatment Plant Equip Operator	1.0	22-Sep-2013	54,727	In process	Posting closes 6/28/15
<b>Watershed-Drainage Fund Total</b>		<b>1.0</b>		<b>54,727</b>		
Public Works-Transportation	Div Mgr, Public Works	1.0	10-Mar-2014	133,760	Not in process	Reclassification pending
Public Works-Transportation	Supv, Street&Drainage Maint	1.0	22-Sep-2013	69,597	In process	Posting closed 5/29/15, interviews pending
<b>Public Works-Transportation Fund Total</b>		<b>2.0</b>		<b>203,357</b>		
Public Works-Capital Projects	Mgr, Project	1.0	19-Apr-2014	130,893	Not in process	Reclassification pending
Public Works-Capital Projects	Inspector C	1.0	31-May-2014	72,905	Not in process	Reclassification pending
<b>Public Works-Capital Projects Fund Total</b>		<b>2.0</b>		<b>203,798</b>		
<b>In Process/Not In Process Total</b>		<b>16.3</b>		<b>1,563,675</b>		

\*Note: Budget Salary includes FICA, Medicare, and retirement costs.

## FY 2015 Vacancy Report

*Positions Vacant for Longer than 12 Months as of 6/15/2015*

Department	Title	FTE	Vacant Since	Budget*	Hiring Status	Justification
Development Services	Engineer C	1.0	6-Jun-2014	111,667	Job offer accepted	Start date of 7/13/15
<b>General Fund Total</b>		<b>1.0</b>		<b>111,667</b>		
Financial Services	Accountant Senior	1.0	5-Apr-2014	103,219	Job offer accepted	Start date of 7/28/15
<b>Support Services Fund Total</b>		<b>1.0</b>		<b>103,219</b>		
Austin Energy	Power System Engineer Sr	1.0	17-Jan-2014	97,432	Job offer accepted	Start date of 6/29/15
Austin Energy	Power System Engineer Sr	1.0	17-May-2014	94,556	Job offer accepted	Start date of 6/29/15
Austin Energy	Power System Consulting Engr	1.0	17-May-2014	96,229	Job offer accepted	Start date of 6/14/15
Austin Energy	Power System Engineer Sr	1.0	8-Mar-2014	125,057	Job offer accepted	Start date of 6/14/15
Austin Energy	SCADA/EMS Analyst Senior	1.0	12-Feb-2014	125,057	Job offer accepted	Start date of 6/29/15
Austin Energy	Power System Engineer Sr	1.0	17-May-2014	118,928	Job offer accepted	Start date of 6/14/15
Austin Energy	SCADA/EMS Analyst Senior	1.0	30-Apr-2014	126,041	Job offer accepted	Start date of 6/14/15
Austin Energy	Distribution Electrician III	1.0	22-Mar-2014	91,943	Job offer accepted	Start date of 6/29/15
Austin Energy	Administrative Specialist	1.0	30-May-2014	52,750	Job offer accepted	Start date of 6/14/15
Austin Energy	Business Process Spec	1.0	14-Jun-2014	98,007	Job offer extended	Start date TBD
Austin Energy	Power System Engineer Sr	1.0	22-Mar-2014	125,057	Job offer extended	Start date TBD
<b>Austin Energy Fund Total</b>		<b>11.0</b>		<b>1,151,057</b>		
Public Works-Transportation	Street & Bridge Ops Crew Lead	1.0	19-Apr-2014	42,155	Job offer accepted	Start date of 6/14/15
<b>Public Works-Transportation Fund Total</b>		<b>1.0</b>		<b>42,155</b>		
Austin Transportation	Program Consultant	1.0	22-Sep-2013	47,435	Job offer accepted	Start date of 6/14/15
<b>Austin Transportation-Mobility Fund Total</b>		<b>1.0</b>		<b>47,435</b>		
<b>Job Offer Extended/Accepted Total</b>		<b>15.0</b>		<b>1,455,533</b>		
<b>Citywide Total</b>		<b>31.3</b>		<b>3,019,208</b>		

\*Note: Budget Salary includes FICA, Medicare, and retirement costs.

**AGREEMENT CONCERNING IMPLEMENTATION OF THE EAST 11<sup>TH</sup> AND  
12<sup>TH</sup> STREETS URBAN RENEWAL PLAN**

**Effective Date:**        **1 JANUARY 2012**

This Agreement Concerning Implementation of the East 11<sup>th</sup> and 12<sup>th</sup> Streets Urban Renewal Plan (the “**Agreement**”) executed on the Effective Date is made and entered into by and between the **CITY OF AUSTIN, TEXAS**, a Texas home-rule city and municipal corporation (the “**City**”), and the **URBAN RENEWAL AGENCY OF THE CITY OF AUSTIN**, a Texas Urban Renewal Agency (the “**UR Agency**”) (collectively referred to as the “**Parties**” and individually as “**Party**” in this Agreement.

The City desires to enter into this Agreement with the UR Agency to support the UR Agency’s coordination and implementation of the East 11<sup>th</sup> and 12<sup>th</sup> Streets Urban Renewal Plan (the “**UR Plan**”), and the UR Agency desires to contract with the City to coordinate and implement the UR Plan.

**Background**

The Texas Urban Renewal Law, currently codified as Texas Local Government Code chapter 374, provides municipalities with urban renewal powers and also provides that municipalities may create urban renewal agencies through which certain urban renewal powers may be exercised. As such, the voters of the City of Austin (“**City**”), pursuant to the Urban Renewal Law, in an election held December 5, 1959, authorized the City Council to create Urban Renewal Agency of the City of Austin.

This Agreement clarifies the roles and responsibilities of the City and the UR Agency in carrying out the UR Plan.

The Parties therefore agree as follows:

**1. Terms and Funding**

**1.1 Term.**

- (1) This Agreement shall begin on the Effective Date and end on **30 September 2012 (the “Initial Term”)**.
- (2) This Agreement shall automatically renew in one-year extension terms for no more than five extension terms following the Initial Term unless either Party provides notice of its intent to cancel the Agreement by delivering written notice to the other Party between ninety (90) calendar days and thirty (30) calendar days prior to the date the then current Initial Term or Extension Term otherwise terminates (each an “**Extension Term**” and collectively the “**Term**”).

- (3) Upon expiration of the Term of this Agreement and upon any renewal, UR Agency agrees to continue to perform under the terms and conditions of this Agreement for such period of time as is necessary to satisfactorily complete all work in progress.
- (4) Either Party has the right to request a renegotiation of the terms of this Agreement upon written notice to the other Party between one-hundred eighty (180) calendar days and ninety (90) calendar days prior to the end of the then current Term.

1.2 **City Services to UR Agency.**

City shall make available to the UR Agency designated City employees for the administration of the UR Agency's day to day operations. Without limiting the foregoing, City staff services shall include general administration services, real estate negotiation, disposition and relocation services, eminent domain acquisition and legal services, accounting and auditing services, purchasing and bid solicitation services of the UR Agency and other activities and functions that may be necessary or required to carry-out the operations and activities of the UR Agency. The City agrees to provide City employees who are knowledgeable in processes, requirements, and compliance issues associated with Code of Federal Regulations ("CFR") Title 24 and the U.S. Department of Housing and Urban Development ("HUD") to the extent the City requires the UR Agency to ensure compliance with said requirements, including but not limited to 24 CFR Part 58 and 24 CFR Part 570

- 1.3 **Work to be Performed.** UR Agency shall carryout the work described in the attached Statement of Work which is set forth as **Exhibit A** and by this reference incorporated in this Agreement.

2. **UR Agency's Representations.** The UR Agency represents as follows:

2.1. The UR Agency possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

2.2. The person(s) executing this Agreement on behalf of UR Agency has been fully authorized by UR Agency to execute this Agreement on its behalf and to legally bind UR Agency to all the terms, performances and provisions of this Agreement.

2.3. No litigation or proceedings are presently pending or threatened against UR Agency.

2.4. None of the provisions of this Agreement contravenes or is in conflict with the authority under which UR Agency is doing business or with the provisions of any existing indenture or agreement of UR Agency.

2.5. No public official or employee of UR Agency or City has, other than a non-voluntary acquisition, acquired any direct or indirect interest in an urban renewal project, in any property included or planned to be included in an urban renewal project or plan, or in any contract, or contract proposed, in connection with an urban renewal project. Any non-voluntary acquisition has been disclosed in the minutes of the governing body and the UR Agency. Any official or employee of UR Agency or City who owned or controlled any direct or indirect interest in property that the person knows is included or planned to be included in any urban renewal project, or if the person owned or controlled any direct or indirect

interest in any property at any time during the two-year period preceding the inclusion of the property in an urban renewal project, the official or employee shall immediately disclose that fact in the minutes of the governing body or the UR Agency as applicable. No commissioner or other officer of UR Agency holds any other public office with the City.

3. **UR Agency's Covenants.** The UR Agency covenants as follows:

3.1. **General Limitations of UR Agency Authority.** The UR Agency is subject to the restrictions identified in Texas Local Government Code Chapter 374 and the limitations set forth in this Agreement.

3.2. **Acquisition and Disposition of Property.**

(1) All real properties owned by the UR Agency on the Effective Date and as set forth on **Exhibit B** and by this reference incorporated in this Agreement were either transferred to the UR Agency from the City or acquired with federal funds provided UR Agency by the City for the express purpose of facilitating the implementation and completion of urban renewal projects.

(2) Upon expiration of this Agreement, any City funds, federal grant funds or federal Program Income (defined below) funds previously made available to the UR Agency by the City under this Agreement or prior agreements (the "**Agency City Funds**") which are then on hand and any accounts receivable attributable to the use of Agency City Funds owned or under the control of UR Agency shall revert to City and UR Agency shall cause all Agency City Funds and accounts receivable to be transferred to the City.

(3) All real properties currently owned by the UR Agency (the "**URA Current Property**") shall have a reversionary interest provision granted to the City and a first lien deed of trust granted to the City, both in a form acceptable to City in City's sole discretion. In addition, UR Agency agrees that any real property subsequently acquired with Agency City Funds shall have a reversionary interest provision granted to the City and a first lien deed of trust granted to the City, both in a form acceptable to City in City's sole discretion (the "**URA Future Property**"; the URA Current Property and URA Future Property are referred to collectively in this Agreement as the "**URA City Funded Property**").

(4) The UR Agency shall not sell or otherwise dispose of any URA City Funded Property held in its name unless at the direction of the City and in accordance with Section 374.017, Texas Local Government Code. Also, the UR Agency shall not acquire title to any real property unless such acquisition is approved by the City.

3.3. **Modifications to the Urban Renewal Plan.**

Any person may submit a proposed modification to the Urban Renewal Plan to the City. The City, before approving the plan, must comply with all requirements of Texas Local Government Code, Section 374.014.

3.4 **Environmental clearance.** If required, prior to commencing any performance allowable under this Agreement, UR Agency shall obtain evidence from City that City has received written assurance from HUD that City has fulfilled its environmental responsibilities described in 24 §570.604 and 24 CFR Part 58.

3.5 **Notice of claims**

- (1) The UR Agency shall give to the City written notice of any claim, demand, suit, or other action in excess of \$10,000 which is made or brought against the UR Agency within ten calendar days after being notified of such claim, demand, suit, or action.
- (2) The notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the names and addresses of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally, by mail, or by facsimile and shall be directly and simultaneously sent to City.

3.6 **Subcontracting.** The UR Agency may not subcontract any of the work covered by this Agreement without the prior written approval of City.

3.7 **Conflict of interest.**

- (1) No member of UR Agency's governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. UR Agency further covenants that in the performance of this Agreement no person having such interest shall be employed by UR Agency.
- (2) No member of the UR Agency's governing body or subcontractors shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or those with which they have family, business, or other ties.
- (3) No officer, member, or employee of City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall (1) participate in any decision relating to this Agreement which affects the person's personal interest or the interest of any corporation, partnership, or association in which the person has a direct or indirect interest; or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (4) UR Agency may request a determination from HUD that it is excepted from the conflict of interest provisions of this section by submitting documentation required by 24 CFR § 570.611(d) to the City and the City may forward that documentation to HUD for review of the UR Agency's requested exception. HUD's determination shall be conclusive for the Parties.

3.8 **Other Program Requirements and Uniform Administrative Requirements.** The UR Agency shall comply with all Federal laws and regulations, including Title 24 CFR, part 570, carrying out the requirements of this Agreement in compliance with all Federal laws and regulations described in subpart K of Title 24 CFR, part 570 except the UR Agency does not assume the City's responsibilities described at 24 CFR section 570.604 and the City's responsibilities for initiating the

review process under the provisions of 24 CFR part 52, and the applicable uniform administrative requirements as described in 24 CFR section 570.502.

3.9 **Publicity.** The City may require the UR Agency to publicize the activities conducted by the UR Agency under this Agreement. Any news release, sign, brochure, or other advertising medium disseminating information prepared by or distributed for UR Agency, related to an urban renewal project made possible by Agency City Funds, shall contain a statement that the project is made possible by funding from the U.S. Department of Housing and Urban Development through the City of Austin or from the City of Austin, as appropriate.

3.10 **Insurance.** UR Agency shall carry insurance, at the expense of the City, in the types and amounts and in accordance with the procedures and requirements described in the Insurance Requirements attached as **Exhibit C** and by this reference incorporated in this Agreement for the duration of this Agreement. Any exceptions to the requirements must be approved by the City's Risk Management Division.

#### 4. **Ownership of Property and Program Income**

##### 4.1. **Ownership of property**

- (1) Immediately upon termination of this Agreement, unless otherwise provided for by the City in writing, title to any URA City Funded Property shall revert to the City without any cost to the City other than the transfer costs associated with the reversion and UR Agency agrees that it shall execute and deliver a special warranty deed transferring any URA City Funded Property to the City that does not revert to the City automatically.
- (2) The City shall retain a first lien position on any and all real property purchased with funding from HUD or the City in support of the East 11<sup>th</sup> and 12<sup>th</sup> Street Urban Renewal Plan, unless otherwise provided for by the City. UR Agency shall take all necessary and reasonable steps to ensure the City a first lien position.
- (3) The UR Agency shall maintain and provide all necessary insurance coverage for the URA City Funded Property at the expense of the City.

##### 4.2. **Program Income.**

- (1) **"Program Income"** means all earnings the UR Agency realizes from the sale, lease or other disposition of URA City Funded Property whether in furtherance of the Urban Renewal Plan or otherwise, or from the UR Agency's management of HUD funding provided by the City. Program Income includes but is not limited to income from interest, usage or rental fees, income produced from the use of equipment or facilities of the UR Agency, payments from clients or third parties for services rendered by the UR Agency, revenue received from the sale or transfer of Property and any other amounts defined at 24 CFR §570.500(a)(2). The City has final authority to make a determination as to whether such income is program income or not.
- (2) The UR Agency must maintain records of the receipt and disposition of Program Income and report to the City in the format prescribed by the City. The UR Agency shall report and remit to the City for

deposit on a monthly basis all Program Income received or accrued during the applicable period. The City may use the remitted Program Income for any Community Development Block Grant eligible activity as provided in 24 CFR §570.504(b)(2), but subject to any security requirements in the HUD Documents.

- (3) The UR Agency shall include, in a form provided by the City, a notice of the UR Agency's obligations relating to Program Income in all of its contracts, as that term is defined in 24 CFR Section 570.500, which involve income-producing services or activities.
- (4) It is UR Agency's responsibility to obtain from the City a prior determination as to whether or not income arising directly or indirectly from this Agreement, or the performance of any obligations under this Agreement, is Program Income. City has final authority to make a determination as to whether such income is Program Income or not. UR Agency is responsible to City for the repayment of any and all amounts determined by City to be Program Income, unless otherwise approved in writing by City.
- (5) UR Agency shall include this provision describing Program Income in its entirety in all of its leases or subcontracts which involve other income-producing services or activities.

## 5. **Monitoring, Budget, Records, and Auditing**

### 5.1. **Monitoring.**

- (1) City and/or HUD shall monitor UR Agency's performance under this Agreement.
- (2) UR Agency shall cooperate with the City or HUD in the development, implementation and maintenance of record-keeping systems and to provide data reasonably determined by the City or HUD to be necessary for the City or HUD to effectively fulfill its monitoring and evaluation responsibilities.
- (3) The City shall provide the UR Agency with a written report of monitoring findings. The UR Agency shall provide within ten working days a written response and documentation as required to address any cost listed in the City's written report that the City or HUD identifies as questionable.

### 5.2. **Auditing.**

- (1) The UR Agency, at the City's request and expense, shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with OMB Circular No. A-133, the OMB Circular A-133 Compliance Supplement, and the Single Audit Act of 1984, as amended, for each UR Agency fiscal year until the termination of this Agreement. In the event the City, at the direction of its auditors, determines, in writing, that any audit of the UR Agency should be performed as part of the single audit of the City with additional agreed upon procedures in compliance with OMB Circular A-133, then the audit otherwise required of the UR Agency by this subsection shall not be required:
  - i. Unless the UR Agency's operations are included in the City's

annual consolidated audit, the UR Agency, at the expense of the City, shall contract with an independent auditor utilizing a letter of engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

ii. Unless the UR Agency's operations are included in the City's annual consolidated audit, the City shall provide the UR Agency's auditor a copy of the appropriate OMB Circular prior to the beginning of said audit. Prior to the start of the audit, a letter of engagement between the UR Agency and their respective auditor that details the services to be provided, including the audit requirements of this section must be executed. The UR Agency must provide the City three copies of a complete financial audit and the auditor's opinion and management letters within one hundred-eighty (180) calendar days of the end of the UR Agency fiscal year, unless alternative arrangements are approved by the City.

## 6. Termination, Default and Remedies

6.1. **Events of Default.** If an Event of Default occurs and is not cured within the time set forth in section 6.2 of this Agreement, the City may take any or all of the actions set out in section 6.3 of this Agreement. Except in those instances where the alleged default is caused by the action or inaction of the City employees provided to UR Agency for administrative support under this Agreement, Event of Default means, whether the occurrence is voluntary or involuntary, or caused by the operation of law, the following:

- (1) UR Agency Fails to comply with any representation, covenant, or other term of this Agreement;
- (2) UR Agency makes any representation or warranty in this Agreement or makes any representation or statement in any certificate, statement or opinion delivered to City pursuant to this Agreement that is incorrect in any material respect as of the date made;
- (3) Any obligation of the UR Agency (other than its obligations under this Agreement) is unpaid at its maturity or any such obligation becomes or is declared, pursuant to its terms, to be due and payable prior to express maturity thereof by reason of default or other violation of the terms thereof;
- (4) UR Agency admits in writing its inability to pay its debts generally as they become due, make an assignment for the benefit of creditors, file a petition in bankruptcy, be adjudicated insolvent or bankrupt, petition or apply to any tribunal for the appointment of any receiver or trustee thereof or of any substantial part of its property or commence any proceedings under any arrangement, readjustment of debt, or statute of any jurisdiction, whether now or hereafter in effect; or there is commenced against UR Agency any such proceeding which remains undismissed for a period of thirty (30) calendar days;
- (5) UR Agency consents to the appointment of any receiver or of any trustee for UR Agency with respect to a substantial part of its property;
- (6) Any final judgment rendered against UR Agency for the payment of money that is not fully covered by liability insurance and is in excess of \$10,000.00 and is not discharged within thirty (30) calendar days

from the date of final disposition thereof including the exhaustion of all appellate rights;

- (7) UR Agency takes or fails to take any action contained in this Agreement that results, or may result in the sole determination of City, in a sanction being imposed upon City as allowed by 24 CFR §§ 570.911, 579.012, or 570.913, as applicable;
- (8) UR Agency effects a change in ownership or control of its corporate organization or its assets, to a legal entity wholly owned by persons other than the UR Agency without prior written consent of the City;
- (9) UR Agency does not timely provide the data or reports required by this Agreement;
- (10) UR Agency does not keep in full force and effect any insurance policies required by this Agreement; or
- (11) UR Agency assigns or sells its rights under this Agreement to any other party without the prior written consent of the City.

6.2. **Notice and Cure Period.**

- (1) Unless City issues a notice of default to UR Agency, UR Agency must notify the City in writing of any Event of Default within three (3) calendar days of learning of the Event of Default.
- (2) The City will notify the UR Agency of any Event of Default of which it has knowledge.
- (3) The City will not declare any default if the Event of Default is fully cured within thirty (30) calendar days after notice of such default or breach is given to UR Agency.
- (4) If the UR Agency commences the process of curing such default and notifies City of such action within the thirty (30) calendar day period described in the preceding subsection 6.2(3), and UR Agency proceeds diligently and continuously toward fully curing such default, the UR Agency shall have an additional period of thirty (30) calendar days to fully cure the default. The City may grant an additional thirty (30) calendar day period to allow the UR Agency to cure the default; provided, however, the UR Agency shall not have more than ninety (90) calendar days to fully cure the default.

6.3. **Remedies for Default.** Upon the occurrence of any Event of Default and failure by UR Agency to cure or correct such Event of Default within the times and in the manner required to cure or correct such event of default by UR Agency as described in Section 6.2 of this Agreement, City may at any time, and without further notice, take any or all of the following actions:

- (1) cancel, suspend or terminate payment of any funds due UR Agency under this Agreement;
- (2) cancel, suspend or terminate the right of UR Agency to incur any additional obligations under this Agreement in whole or part;
- (3) cancel, suspend or terminate the right of UR Agency to continue any performance under this Agreement in whole or part;
- (4) cancel, suspend or terminate this Agreement in whole or part;
- (5) initiate legal action and foreclose under any security agreement;
- (6) pursue such other measures as may be lawful, including suing for specific performance, for the recovery of damages and for the release

or return of all or part of the funds committed in this Agreement;  
and

- (7) upon the occurrence of any material Event of Default the City may, in accordance with 24 CFR §85.43, suspend or terminate this Agreement.

6.4. **Termination for Convenience.** Notwithstanding anything in this Agreement to the contrary, City or UR Agency in accordance with 24 CFR §85.44 may terminate this Agreement for convenience upon written notice to UR Agency.

## 7. **General Conditions**

7.1. **Fees.** The UR Agency shall not have as its purpose in calculating the amount of any fee it will charge in furtherance of this Agreement the restriction of competition as between any other firm or organization.

7.2. **Indemnity.** To the extent allowed by law, each Party will be responsible to the other Party, to the exclusion of any such responsibility of the other Party, for its own proportionate share of any liability for property damage, including environmental liability, and personal injury or death arising out of or connected to the Party's negligent acts or omissions in the exercise or forbearance of the rights granted hereunder, as determined by a court of competent jurisdiction.

7.3. **Interpretation of federal regulations.** The City's interpretation of the federal laws or regulations governing this Agreement shall prevail over the UR Agency's interpretations of the same laws or regulations. The UR Agency shall not be liable for relying on such interpretation if such interpretation is in writing and is later found to be incorrect. To the extent allowed by law, City will hold harmless UR Agency, its officers and employees from any and all liability of any nature or kind on account of any claims, audit exceptions, demands, suits, or damages, including reasonable attorney's fees and court costs arising or resulting from injuries or damages sustained by any person or property directly resulting in whole or in part from a City employee written interpretation of the federal laws or regulations governing this Agreement, as determined by a court of competent jurisdiction.

### 7.4. **Rights to material produced under Agreement.**

- (1) Unless protected as attorney/client communications under the Chapter 552, Texas Government Code, all reports, charts, schedules, data stored on computer disk, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material prepared or submitted by the UR Agency (including, without limitation, the UR Agency's independent professional associates, consultants and subcontractors), shall become the property of the City, whether this Agreement has expired or not. Upon the expiration or termination of this Agreement, the City may require any or all of these items to be delivered to the City upon written notice to the UR Agency. The UR Agency and UR Agency's independent professional associates, consultants and subcontractors have the right to use such proposal and contractual material.
- (2) When activities supported by this Agreement result in the production of original computer programs, writings, sound recordings, pictorial reproduction, drawings, or other graphical representation and works of any similar nature (the term "**computer program**" includes

executable computer programs and supporting data in any form), the City has the right to use, duplicate, and disclose, in whole or in part, in any manner, for any purpose whatsoever and have others do so, such works and materials. If the material is copyrightable, the UR Agency may copyright such, and the City reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such materials, in whole or in part and to authorize others to do so.

- (3) All published material and written reports submitted under this Agreement must be originally developed material unless otherwise specifically provided. When material, not originally developed, is included in a report, it shall have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

7.5. **Contact with HUD.** The UR Agency understands and agrees that all direct contact with HUD over any matter related to an urban renewal project under this Agreement, without the written consent of City, shall be made solely by City.

7.6. **Termination for convenience.** This Agreement may be terminated for convenience by either City or UR Agency in accordance with 24 CFR §85.44.

7.7. **No assignment.** UR Agency shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising under the Agreement to any party or parties, bank, trust company or other financial institution without the prior written approval of City.

7.8. **Modification of Agreement.** The Parties may not add to, delete from, or make substitutions for any condition of this Agreement without entering into a written amendment executed by both Parties.

7.9. **Forbearance is not a waiver.** Forbearance by City or UR Agency with respect to any provisions of this Agreement shall in no way constitute a waiver of any of City's or UR Agency's rights or privileges hereunder.

7.10. **Survival of terms.** The provisions of this Agreement that pertain to the payment of accounts receivable to City, the reversion of any of UR Agency's assets to City, the ownership of any property after termination, the submission of audited financial statements to City, the insurance coverage, the bonding coverage, the City's rights following termination, and the enforcement of these provisions shall survive the suspension, termination or expiration of this Agreement, and UR Agency must comply with all the obligations imposed above until such obligations are completed in full.

7.11. **Effect of determination by court.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that holding 1) shall not invalidate the remainder of this Agreement, 2) shall be limited to the specific parts of the Agreement described in that holding, and 3) shall not affect the validity of this Agreement in any way or in any other instance. The provisions of this Agreement are intended to be severable for this purpose. All other provisions shall remain in full force and effect.

7.12. **Choice of law.** This Agreement is to be governed by the laws of the State of Texas. Venue and jurisdiction of any litigation, or right of cause of action under or in connection with this Agreement shall be exclusively in Travis County, Texas.

7.13. **Responsibility to HUD.** In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of

this Agreement or its governing rules, codes, laws, ordinances or regulations, the City as the party ultimately responsible to HUD for matters of compliance will have the final authority to render or to secure an interpretation and the UR Agency shall not be liable for relying on such interpretation if such interpretation is in writing and is later found to be incorrect.

7.14. **Complete and entire agreement.** This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties respecting the subject matter hereof. The terms and conditions set forth in this Agreement constitute the entire agreement between the Parties and any oral representations on the part of either City or UR Agency, their representatives or assigns, shall have no force or effect whatsoever. This Agreement shall be binding upon the Parties, their successors, and assigns.

7.15. **Notice.** All notices or communication between the Parties and from any insurance company or surety relating to this Agreement shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, return receipt requested, as follows:

Notice of communication to the UR Agency shall be directed to:

Urban Renewal Agency of the City of Austin  
Attention: Sandra Harkins, Program Coordinator  
1000 East 11<sup>th</sup> Street, Suite 200  
Austin, TX 78702

Urban Renewal Agency of the City of Austin  
Attention: Board Chair  
1000 East 11<sup>th</sup> Street, Suite 200  
Austin, TX 78702

Notice of communication to the City shall be directed to:

City of Austin Neighborhood Housing and Community Development  
Attention: Project Manager East 11<sup>th</sup> and 12<sup>th</sup> Streets Revitalization  
1000 East 11<sup>th</sup> Street, Suite 200  
Austin, TX 78702

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective upon the Effective Date first above stated.

**CITY:** City of Austin, Texas

By:   
NAME: ELIZABETH A. SPENCER  
TITLE: DIRECTOR, NEIGHBORHOOD HOUSING AND COMMUNITY  
DEVELOPMENT OFFICE

**UR AGENCY:**            **Urban Renewal Agency of the City of Austin**

By: Andrew Bucknall

NAME:     ANDREW BUCKNALL

TITLE:     BOARD CHAIR

**Exhibits:**

- Exhibit A – Statement of Work
- Exhibit B – Property List
- Exhibit C - Insurance Requirements

PREPARED IN THE LAW OFFICE OF:

City of Austin  
Law Department  
P.O. Box 1088  
Austin, Texas 78767-1088

APPROVED AS TO FORM:

James M. Williams, Sr.

James M. Williams, Sr.  
Assistant City Attorney  
Texas State Bar Number 21549500

**STATEMENT OF WORK and BUDGET**

January 1, 2012 – September 30, 2012

CFDA #14.218

**A. PROGRAM SOURCE OF FUNDING**

U.S. Department of Housing and Urban Development Section 108 Guaranteed Loan and/or Community Development Block Grant Funds (CDBG) were utilized for the acquisition of the properties identified in Exhibit B.

No funding is budgeted for this Agreement.

**B. STATEMENT OF PURPOSE:**

The Urban Renewal Agency of the City of Austin (URA) was created in 1959 to exercise the powers granted to the City of Austin by Texas Local Government Code, Chapter 374. URA's primary role is to acquire and dispose of acquired properties within the redevelopment area, in addition to, review and approve all projects in accordance with the East 11<sup>th</sup> and 12<sup>th</sup> Street Urban Renewal Plan.

Acquisition and disposition of any property within the identified boundaries of the East 11<sup>th</sup> and 12<sup>th</sup> Streets Urban Renewal Plan shall only be done at the direction of the City.

**C. PERFORMANCE MEASURE**

1. Comply with all applicable provisions within the Agreement.
2. At the direction of the City, assist with tasks that support the goals of the East 11<sup>th</sup> and 12<sup>th</sup> Street Revitalization

Urban Renewal Agency  
Property List  
January 1, 2012

EXHIBIT B

	<u>Property Address</u>	<u>Fund Source</u>	<u>Federal Status</u> <u>National Objective</u> <u>Met? Y/N</u>	
<b>Urban Renewal Agency Properties</b>				
<b>East 11th - Block 16</b>				
1	916 E. 11th St.	CDBG	Y - S/B	
2	920 E. 11th St.	Section 108	Y - S/B	
3	907 Juniper St.	Section 108	Y - S/B	
4	909 Juniper St.	Section 108	Y - S/B	
5	911 Juniper St.	Section 108	Y - S/B	
6	913 Juniper St.	Section 108	Y - S/B	
<b>East 11th - Block 17</b>				
7	1005 Juniper St.	Section 108	Y - S/B	
8	1007 Juniper St.	CDBG	Y - S/B	
9	1009 Juniper St.	Section 108	Y - S/B	
10	1011 Juniper St.	Section 108	Y - S/B	
11	1013 Juniper St.	CDBG	Y - S/B	
12	1015 Juniper St.	CDBG		N
13	1017 Juniper St.	CDBG		N
14	1019 Juniper St.	CDBG		N
15	1021 Juniper St.	CDBG		N
16	1023 Juniper St.	CDBG		N
17	1155 Curve St.	Section 108	Y - S/B	
18	1157 Curve St.	Section 108	Y - S/B	
19	1159 Curve St.	Section 108	Y - S/B	
20	1154 Waller St.	CDBG		N
21	1156 Waller St.	CDBG		N
22	1158 Waller St.	CDBG		N
<b>East 11th - Block 18</b>				
23	1100 E. 11th St.	Section 108	Y - S/B	
24	1106 E. 11th St.	CDBG		N
25	1112 E. 11th St.	CDBG		N
26	1114 E. 11th St.	CDBG		N
27	1103 Juniper St.	CDBG		N
28	1105 Juniper St.	CDBG		N
29	1107 Juniper St.	CDBG		N
30	1109 Juniper St.	Section 108	Y - S/B	
31	1159 Waller St.	CDBG		N
<b>East 12th - Tract 5</b>				
32	1120 E. 12th St.	CDBG		N
33	1322 E. 12th St.	CDBG		N
34	1324 E. 12th St.	CDBG		N
35	1326 E. 12th St.	CDBG		N
36	1328 E. 12th St.	CDBG		N
37	1330 E. 12th St.	CDBG		N
38	1332 E. 12th St.	CDBG		N
39	1334 E. 12th St.	CDBG		N
40	1336 E. 12th St.	CDBG		N

**INSURANCE REQUIREMENTS**

(a) If UR Agency's employees are working on City property, Statutory Workers' Compensation and Employers Liability coverage with minimum policy limits for Employers' Liability of \$100,00 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee shall be provided. The policy shall contain the following endorsements in favor of City:

- (1) Waiver of Subrogation (Form WC 42304); and
- (2) 30-Day Notice of Cancellation (Form WC 420601)

(b) Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following provisions:

- (1) Blanket Contractual liability coverage for liability assumed under this contract;
- (2) Products and completed operations coverage;
- (3) Independent contractors' coverage;
- (4) Additional Insured endorsement in favor of the City (Form CG 2010);
- (5) Waiver of Subrogation endorsement in favor of the City (Form CG 2404); and
- (6) 30 Day Notice of Cancellation endorsement in favor of the City (Form CG 0205).
- (7) If coverage is written on a claims-made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. UR Agency shall maintain coverage for the duration of this Agreement and for twenty-four (24) months following completion of the construction improvements associated with this Project. UR Agency shall pay for this extended reporting period coverage.

(c) Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability per accident. The policy shall contain the following endorsements in favor of the City.

- (1) Additional Insured endorsement (Form TE 9901B);
- (2) Waiver of Subrogation endorsement (Form TE 2046A); and
- (3) 30 Day Notice of Cancellation endorsement (Form TE 0202A).

(d) All risk property coverage including but not limited to fire, wind, hail, theft, vandalism, and malicious mischief for all real and personal property owned and/or acquired by UR Agency for this Agreement. The coverage shall be at replacement cost with a 100% coinsurance clause. The City shall be a Named Insured on the policy As Their Interest May Appear.

(e) Directors and Officers coverage with a minimum of not less than \$250,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. Coverage shall be continuous for not less than twenty-four (24) months following completion of services under this Agreement. Coverage, including renewals, shall have a retroactive date coincident with or prior to the date of this Agreement.

(f) If insurance policies are not written for the amounts specified in this section, UR Agency shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

(g) UR Agency shall provide City at least thirty (30) calendar days written notice of erosion of the aggregate limit below the minimum required combined single limit of coverage.

(h) UR Agency shall provide that all provisions of this Agreement concerning liability, duty, and standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

(i) UR Agency shall not commence work under this Agreement until it has obtained all required insurance and until such insurance coverage has been reviewed by the Purchasing Office of City of Austin.

(j) City prefers that the required insurance be written by a company licensed to do business in the State of Texas at the time the policy is issued. In any event, the company must be rated by A.M. Best at B+ VII or better and acceptable to City.

(k) All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the following information:

(1) Names City at the address set forth in Section 45 of this Agreement and covers UR Agency's volunteers as additional insures (except for Workers' Compensation and Employees Liability coverage), with right of subrogation against City waived.

(2) That the insurance company is obligated to notify the City at its notice address of any non-renewal, cancellation or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

(l) The "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and UR Agency, shall be considered primary coverage, as applicable.

(m) UR Agency shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of this Agreement or the twenty-four month period following completion, in the case of a claims-made policy.

(n) City reserves the right to review the insurance requirements of this Section 30 during the effective period of this Agreement and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company, as well as that of UR Agency. City shall be entitled, upon request, and without expense to City, to receive copies of the requisite insurance policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions. (Except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any of such policies.) Actual losses, deductibles and self-insured retentions stated in policies, if any, which are not covered by insurance as required by this Section 30, are not allowable costs under this Agreement.



**Council Question and Answer**

<b>Related To</b>	Item #26	<b>Meeting Date</b>	June 18, 2015
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**Additional Answer Information**

**QUESTION:** 1) Can staff provide the language and ordinance of the 2012 Bond Proposition that authorizes the purchase of this land? 2) Can staff also provide a report on the status of those 2012 Bond dollars and the projects that were outlined in the bond election? 3) Can staff supply a report of all city parkland, whether it has been developed or not, and how much funding will be needed to complete the development of each piece of parkland? COUNCIL MEMBER TROXCLAIR'S OFFICE

**ANSWER:**

1) The issuance of \$77,680,000 park and recreation improvement bonds and notes and the levy of a tax sufficient to pay for the bonds and notes: <http://www.austintexas.gov/edims/document.cfm?id=174758>

Specifically, the purchase of the property is captured under the Land Acquisition and Development program as was identified through the Neighborhood Plan Priorities submitted and approved by CoA Planning Department: "Preservation of Environmentally sensitive areas in East Riverside/Oltorf planning area (Riverside NPA)".

2) Below is a high-level view of the overall proposition 14 for parks and recreation:

<b>Project/Program Title</b>	<b>Allocation</b>
ADA Accessible Fishing Pier	\$ 150,000.00
Building Renovations	\$ 1,500,000.00
Cemetery Renovations	\$ 2,000,000.00
District Parks - Improvements and Renovations	\$ 3,000,000.00
Dougherty Arts Center - Co-developed Facility	\$ 4,000,000.00
Downtown Squares	\$ 1,000,000.00
Elisabet Ney Museum - Restoration of Building and Landscape	\$ 1,250,000.00
Greenbelts and Preserves - Improvements and Renovations	\$ 2,000,000.00
Land Acquisitions and Development	\$ 6,710,000.00
Metropolitan Parks - Improvements and Renovations	\$ 8,250,000.00
Montopolis Neighborhood Park - Community Building (Recreation Center)	\$ 11,780,000.00
Neighborhood Parks - Improvements and Renovations	\$ 3,000,000.00
Neighborhood Plan Parks Improvements and Open Space Program	\$ 4,290,000.00
Pocket Parks - Improvements and Renovations	\$ 1,000,000.00
Recreation Facilities	\$ 7,000,000.00
West Enfield Neighborhood Park - Pool Improvements	\$ 3,000,000.00
Palm Neighborhood Park - Phase I Park Improvements	\$ 1,500,000.00
Waller Creek and Trail Improvements	\$ 10,000,000.00
Waterloo Neighborhood Park - Phase I Park Improvements	\$ 1,500,000.00
Zilker Metropolitan Park - Barton Springs Bathhouse Renovation	\$ 2,000,000.00
Zilker Metropolitan Park - Maintenance Barn Replacement	\$ 2,750,000.00
<b>Total</b>	<b>\$ 77,680,000.00</b>

**CIVIC** ([www.austintexas.gov/CIVIC](http://www.austintexas.gov/CIVIC))

The Capital Improvements Visualization, Information and Communication website is an online portal featuring an interactive map containing active capital improvement projects funded by recent bond programs. *(Note: Users are able to filter by bond program and proposition. "Status" is a field on the Project Detail pages. A project list is also downloadable via the Open Data Portal <http://www.austintexas.gov/department/civic-projects>.)*

**2012 Bond Program** ([www.austintexas.gov/2012bond](http://www.austintexas.gov/2012bond))

This page shows a summary of 2012 bond program spending, by proposition, which is current through the second fiscal quarter of FY 15.

**Bond Programs Report** (<http://www.austintexas.gov/department/bond-programs-reports>)

This quarterly report has project updates and status information about the City's voter-approved bond programs. The report for the second fiscal quarter of FY 15 is available online.

3) Attached please find the 2012 Infill Park Implementation Memo that addresses estimated funds needed for future land acquisitions including design and development dollars required to meet Council's goal of providing accessible parks within ¼ mile, within the urban core, and ½ mile outside the urban core. Below is an updated summary table of the memo which includes new figures adjusting for inflation and adding metropolitan parks and greenbelts.

Type of Parks	2012 dollars needed for development	2015 (development dollars adjusted for inflation)
Infill Neighborhood Parks	\$84 million	\$90 million
Priority Metro Parks and Greenbelts Parks include: Onion Creek Metro, John Trevino, Walnut Creek Sports Complex, Little Walnut Creek, Old S.A., Bauerle Ranch, Walter E Long, Brandt Road Park, Williamson and Walnut Creek Greenbelts.	Infill Implementation Plan did not reference metro parks or greenbelts	\$130 million



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Sara L. Hensley, CPRP, Director  
Austin Parks and Recreation

**DATE:** August 15, 2012

**SUBJECT:** Urban Park Implementation Plan

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In 2009, the Austin City Council passed a resolution with the goal that all residents living in the urban core live within a  $\frac{1}{4}$  quarter mile of a publicly accessible and child friendly park. Council also adopted a similar  $\frac{1}{2}$  mile goal for residents outside the urban core. Furthermore, in 2009 City Council set a vision for becoming the most family friendly city in the country, and added family friendly to its four citywide strategic priorities.

There are numerous benefits to the goals set by Austin City Council for having parks within walking distance of residents.

- Families living close to parks are more likely to exercise regularly, leading to weight loss, increased energy, and overall health.
- Children who can access parks and unstructured outdoor play receive a host of other benefits, including cognitive growth and socialization benefits.
- Parks attract families to neighborhoods, foster a sense of community through increased opportunities for social and recreational interaction, and
- Produce economic benefits such as enhanced property values.

Currently only 36% of Austin residents in the urban core and 42% outside of the urban core live within walking distance of a public park that has family friendly amenities. The Parks and Recreation Department has developed an Implementation Plan that provides over 90% of residents a public park within walking distance of their homes that includes amenities that are considered family friendly.

The Parks and Recreation Department (PARD) implementation plan for meeting Council's goal of the  $\frac{1}{4}$  quarter mile and  $\frac{1}{2}$  mile of a publicly accessible and family friendly park requires a total of \$30 million dollars in acquisitions, and \$84 million dollars in design and development over multiple bond cycles. The implementation plan includes the following sites and strategies:

- 84 \*PARD School Parks and \*\*School Sites;
- 51 Newly acquired parks;
- 45 Existing undeveloped parks;
- 2 City of Austin undeveloped properties;
- 10 Downtown sites;

PARD realizes that the implementation plan will take multiple bond cycles to complete the goal. While there is no expectation that PARD will receive the full \$114 million in a single bond cycle, it is important to note the proposed bond package includes \$4 million for land acquisition. PARD's ability to execute the land acquisition implementation plan will be restricted because of increasing property values and escalating construction costs.

It is our plan to provide additional details in a formal report as outlined in the resolution by the end of the month.

Should you have any questions, please contact our office at 974-6717.

cc: Marc A. Ott, City Manager  
Bert Lumbreras, Assistant City Manager  
Kimberly McNeeley, Assistant Director, Austin Parks and Recreation  
Cora Wright, Assistant Director, Austin Parks and Recreation  
Ricardo Soliz, Division Manager, Austin Parks and Recreation



**Council Question and Answer**

<b>Related To</b>	Item #57	<b>Meeting Date</b>	June 18, 2015
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**Additional Answer Information**

**QUESTION:** 1) What were the original costs for building the Cooling Plant for the Domain and the operations and maintenance costs since it was built? 2) How much of that total has been funded by the Domain? COUNCIL MEMBER TROXCLAIR'S OFFICE

**ANSWER:**

1) In August 2001, City Council approved the purchase of the existing chilled water plant equipment and piping at the Domain development, including a 60-year ground lease and related easements, for \$10,800,000.

O&M Costs since purchase by AE in FY 2000

FY00.....	\$0
FY01.....	\$0
FY02.....	\$4,588,887
FY03.....	\$3,259,746
FY04.....	\$3,190,485
FY05.....	\$3,029,936
FY06.....	\$3,472,168
FY07.....	\$3,251,837
FY08.....	\$3,908,001
FY09.....	\$3,376,947
FY10.....	\$3,297,734
FY11.....	\$3,157,883
FY12.....	\$3,450,685
FY13.....	\$4,183,183
FY14.....	\$4,058,722
Total.....	\$46,226,215

2) The developers did not contribute funds for the plant at the Domain. Like Austin Energy's Downtown District Cooling System, return of and return on Capital and O&M expenditures are recovered through the rates and fees paid for chilled water services and are only paid by chilled water customers.