

**City Council Questions and Answers for
Thursday, October 20, 2016**

These questions and answers are related to the
Austin City Council meeting that will convene at 10:00 AM on
Thursday, October 20, 2016 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 Pío 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 # 3: Authorize award and execution of a construction contract with PEABODY GENERAL CONTRACTORS, for the Onion Creek Wastewater Treatment Plant Demolition project in the amount of \$744,415 plus a \$74,441 contingency, for a total contract amount not to exceed \$818,856. (District 5)
 - a. Question: 1) Will the revegetation work be part of this contract? 2) What will AWU do with remaining balance of \$137,577.11? 3) Regarding the Onion Creek Wastewater Treatment Plant Demolition contract and the fiscal note provided in backup, there shows to be a remaining balance of over \$137K. What does the department intend for these remaining funds? 4) Is more work anticipated for this project beyond the current contract or are these savings to be reallocated by Council at a later time? COUNCIL MEMBER KITCHEN'S OFFICE
 - b. ANSWER: 1) Yes. 2) After final invoicing, the project is closed and all funds are returned to Austin Water. 3) There is no additional work anticipated for the project, so when the project is closed out the funds will be returned to Austin Water.
 - c. QUESTION: 1) Can you provide a contract end date, or identify if these are new contracts we are entering into? COUNCIL MEMBER GALLO'S OFFICE
 - d. ANSWER: The contract allows 150 calendar days for completion of this project from the date specified on the Notice to Proceed. Notice to proceed will be established after a successful contract negotiation and execution.
2. Agenda Item # 4: Authorize negotiation and execution of a professional services agreement with the following fourteen staff recommended firms (or other qualified responders): ARIAS & ASSOCIATES, INC.; CONSTRUCTION TECHNOLOGY LABORATORIES dba CTL GROUP; ECS TEXAS, LLP; FUGRO CONSULTANTS, INC.; HOLT ENGINEERING, INC.; HVJ ASSOCIATES, INC.; KLEINFELDER, INC; PAVETEX ENGINEERING & TESTING, INC.; PROFESSIONAL SERVICE INDUSTRIES, INC.; RABA-KISTNER, INC.; RODRIGUEZ ENGINEERING LABORATORIES, LLC;

RONE ENGINEERING SERVICES, LTD.; TERRACON CONSULTANTS, INC.; and WISS, JANNEY, ELSTNER ASSOCIATES, INC., for the 2017 Construction Materials, Geotechnical, and Forensic Engineering Services Rotation List for an estimated period of two years or until financial authorization is expended, with the total amount not to exceed \$10,000,000 to be divided among the 14 firms.

- a. QUESTION: 1) Can you provide a contract end date, or identify if these are new contracts we are entering into? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: Capital Contracting Office and the Public Works Department anticipates this Rotation List lasting for approximately two years or until authorization is expended.
3. Agenda Item # 5: Authorize execution of an amendment to the construction contract with MUNIZ CONCRETE & CONTRACTING, INC., for Americans with Disability Act Sidewalk and Ramp Improvements 2016 Group # 18 City Wide Indefinite Delivery/Indefinite Quantity changing the term of the contract to 18 months with no extension options, for a total contract amount not to exceed 4,000,000.
 - a. QUESTION: 1) Can you provide a contract end date, or identify if these are new contracts we are entering into? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: This contract was executed on 04/21/16 for an initial term of 18 months. If approved, the amendment will allow for funding to be allocated for the remaining period of the 18 month term.
4. Agenda Item # 15: Authorize negotiation and execution of two 12-month contracts with CONCEPT DEVELOPMENT and PLANNING, LLC and ZERO WASTE STRATEGIES, LLC, to provide outreach services for the zero waste and recycling programs, in an amount not to exceed \$320,000 each and combined, with five 12-month extension options in an amount not to exceed \$320,000 per extension option each and combined, for total contract amounts not to exceed \$1,920,000 each and combined.
 - a. QUESTION: 1) Since 2010, how much has been spent each year (please specific the amount budgeted and spent in each year) to inform, education and instruction organizations in Austin about implementing the Zero Waste Program? 2) What are the terms on the current contract that expires on Nov 3, 2016 (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)? 3) In the existing contract, what goals were negotiated and what were the results? 4) In the new contract, what goals will there be? 5) Is there a primary contract being awarded, if so, who is that with? Is there a secondary contract being awarded, if so, who is that with? COUNCIL MEMBER ZIMMERMAN'S OFFICE

- b. ANSWER: See attachment.
5. Agenda Item # 16: Authorize negotiation and execution of a contract with INVENSYS SYSTEMS INC., to provide distributed control system workstation upgrades, in an amount not to exceed \$779,000.
- a. QUESTION: 1) Can you provide a contract end date, or identify if these are new contracts we are entering into? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: The contract will be a new, stand-alone contract.
6. Agenda Item # 17: Authorize award and execution of a 36-month contract with GMSL CONSULTING, LLC DBA CENTEXSHRED, to provide citywide shredding services, in an amount not to exceed \$229,875, with three 12-month extension options in an amount not to exceed \$76,625 per extension option, for a total contract amount not to exceed \$459,750.
- a. QUESTION: 1) What are the terms on the current contract that is expiring (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)? 2) In each of the past 5 years, how much was budgeted and how much was actually spent to provide this service? COUNCIL MEMBER ZIMMERMAN'S OFFICE
 - b. ANSWER: See attachment.
 - c. FOLLOW-UP QUESTION: 1) If we approved Item 17 for a 36 month contract not to exceed \$229,875 with three 12 month extension options not to exceed \$76,625 per extension; would those amounts get put into the future Proposed Budget? 2) If not, what is the methodology for determining how much would go into the Proposed Budgets? 3) What happens if the Not To Exceed number is more than the actual spend; can the Director use the money as they see fit? COUNCIL MEMBER ZIMMERMAN'S OFFICE
 - d. ANSWER: Due to late question submittal, this response will be provided verbally at the council meeting.
 - e. QUESTION: 1) Can you provide a contract end date, or identify if these are new contracts we are entering into? COUNCIL MEMBER GALLO'S OFFICE
 - f. ANSWER: These services, for off-site and on-site shredding, were previously covered under two separate contracts. The current contract is with GMSL Consulting LLC DBA CentexShred expires on December 17, 2016. Although there is no current contract for off-site shredding, the most recent for these services was also with GMSL Consulting LLC DBA CentexShred; it expired on May 4, 2015.

7. Agenda Item # 18: Authorize award and execution of a 36-month contract with MELENDREZ TRUCKING, LLC, to provide aggregate materials, in an amount not to exceed \$631,239, with three 12-month extension options in an amount not to exceed \$210,413 per extension option, for a total contract amount not to exceed \$1,262,478.
 - a. QUESTION: 1) Can you provide a contract end date, or identify if these are new contracts we are entering into? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: The contract would replace contract GA140000020 that expired March 19, 2016.
8. Agenda Item # 19: Authorize award and execution of a contract with DMSI HOLDINGS LP DBA DETECTION AND MEASUREMENT SYSTEMS, to provide gas detection equipment and support, in an amount not to exceed \$75,681.42.
 - a. QUESTION: 1) What are the terms on the current contract that is expiring (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)? 2) In each of the past 5 years, how much was budgeted and how much was actually spent to provide this equipment/services? COUNCIL MEMBER ZIMMERMAN'S OFFICE
 - b. ANSWER: See attachment.
 - c. QUESTION: 1) Can you provide a contract end date, or identify if these are new contracts we are entering into? COUNCIL MEMBER GALLO'S OFFICE
 - d. ANSWER: This is a one-time purchase so it is not replacing an existing contract.
9. Agenda Item # 20: Authorize award and execution of a 12-month contract with VWR INTERNATIONAL LLC, to provide laboratory chemicals and supplies in an amount not to exceed \$435,923, with five 12-month extension options in an amount not to exceed \$505,837 per extension option, for a total contract amount not to exceed \$2,965,108.
 - a. QUESTION: 1) What are the terms on the current contract that is expiring (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)? 2) In each of the past 5 years, how much was budgeted and how much was actually spent to provide laboratory chemicals and supplies for the Laboratory Services Division of Austin Water? COUNCIL MEMBER ZIMMERMAN'S OFFICE
 - b. ANSWER: See attachment.

- c. QUESTION: 1) Can you provide a contract end date, or identify if these are new contracts we are entering into? COUNCIL MEMBER GALLO'S OFFICE
 - d. ANSWER: The new contract will combine three expired contracts: GA120000072 (expired May 26, 2016), GA100000030 (expired October 14, 2016), GA120000037 (expired October 14, 2016).
10. Agenda Item # 21: Authorize negotiation and execution of an interlocal agreement with CITY OF PASADENA, TEXAS to allow for cooperative procurement of goods and services.
- a. QUESTION: 1) Can you provide a contract end date, or identify if these are new contracts we are entering into? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: This request is for authorization to enter into an interlocal agreement with the City of Pasadena, Texas to allow for the future Cooperative Purchases of goods and service. The City has not previously entered into an interlocal agreement with the City of Pasadena.
11. Agenda Item # 22: Authorize negotiation and execution of a 60-month contract with SYNAGRO OF TEXAS-CDR, INC., or one of the other qualified offerors to Request For Proposals CDL2003, for the management of biosolids reuse in an amount not to exceed \$9,424,778, with five 12-month extension options in an amount not to exceed \$2,185,180 per extension option, for a total contract amount not to exceed \$20,350,678.
- a. QUESTION: 1) Can you provide a contract end date, or identify if these are new contracts we are entering into? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: Synagro is the current contractor for these services which expires on November 17, 2016. This contract is predominantly for land application and composting of biosolids. Austin Water is responsible for the operational management of biosolids, and Synagro is predominantly responsible for the processing of biosolids. Under the new contract, Synagro will be responsible for the management and processing of biosolids with oversight from Austin Water.
12. Agenda Item # 23: Authorize negotiation and execution of a 12-month revenue contract with ALLEN CLICK, or one of the other qualified offerors to Request For Proposals JXP0501, for the sale and removal of compost material for an estimated revenue amount of \$64,500, with five 12-month extension options with an estimated revenue of \$64,500 per extension option, for a total estimated revenue amount of \$387,000.
- a. QUESTION: 1) Can you provide a contract end date, or identify if these are

new contracts we are entering into? COUNCIL MEMBER GALLO'S OFFICE

b. ANSWER: The previous contract expired April 16, 2015.

13. Agenda Item # 27: Approve a resolution relating to funding repairs for manufactured homes.

a. QUESTION: 1) How much has the City spent in each of the past 5 years in "home repair funds"? COUNCIL MEMBER ZIMMERMAN'S OFFICE

b. ANSWER: The City has expended a total of \$27.8M over the last 5 years as detailed in the attached chart.

14. Agenda Item # 33: C814-2015-0074 - The Grove at Shoal Creek PUD - District 10 - Conduct a public hearing and approve an ordinance amending City Code Chapter 25-2 by zoning property locally known as 4205 Bull Creek Road (Shoal Creek Watershed) from unzoned (UNZ) district zoning to planned unit development (PUD) district zoning. Staff Recommendation: To grant planned unit development (PUD) district zoning. Zoning and Platting Commission Recommendation: To grant planned unit development (PUD) district zoning. Owner/Applicant: ARG Bull Creek, Ltd. (Garrett Martin). Agent: Thrower Design (A. Ron Thrower). City Staff: Sherri Sirwaitis, 512-974-3057.

a. QUESTION: It was represented to the Zoning and Platting Commission that the applicant would deposit \$100,000 with the city's Neighborhood Partnering Program (NPP) and that those funds would then be earmarked for use by a group specified by the applicant. Has NPP reached an agreement of this type (or a similar agreement) on this project? Please also provide a discussion of NPP's standard procedures, including those governing eligibility, application process, and awards.

b. ANSWER: The Public Works Neighborhood Partnering Program (NPP) has not had any discussion regarding funding for future projects. The rules of the NPP do not allow for this type of direct funding, and all applications for projects follow a rigorous and specific process. The NPP projects are funded through operational and capital funding from the Public Works Department, and cash matches are allowed from the organization that is applying for the project. There are no "deposits" that can be made to "earmark" for specific projects by outside entities that are not the NPP project applicant. Standardly, an entity that is a commonly recognized civic, community, cultural, or neighborhood group (non-profits, neighborhood associations, churches, service organizations, etc) may apply to the NPP with a specific project in mind. Application periods are twice annually, June 1 and October 1.


c. Projects are developed with NPP staff assisting the applicant, then taken to the Board of Directors for approval/award. The Board is comprised of five City Directors from the departments most often involved with the projects: Public Works, Parks, Planning and Zoning, Transportation and Watershed. For further detail, the Program rules may be found here: http://www.austintexas.gov/sites/default/files/files/Public_Works/Neighborhood_Partnering_P


QUESTION: 1) Has the Parks and Recreation Department deemed The Grove at Shoal Creek PUD superior in parks at this time? Please describe the elements that would make this project superior, and identify which elements

are already agreed to, and which are outstanding. 2) Please provide a list of the off-site transportation improvements offered by the developers, and specify the total amount for each individual improvement. COUNCIL MEMBER POOL'S OFFICE

d. ANSWER: See attachments.

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.*



Council Question and Answer

Related To	Item #15	Meeting Date	October 22, 2016
------------	----------	--------------	------------------

Additional Answer Information

QUESTION: 1) Since 2010, how much has been spent each year (please specific the amount budgeted and spent in each year) to inform, education and instruction organizations in Austin about implementing the Zero Waste Program? 2) What are the terms on the current contract that expires on Nov 3, 2016 (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)? 3) In the existing contract, what goals were negotiated and what were the results? 4) In the new contract, what goals will there be? 5) Is there a primary contract being awarded, if so, who is that with? Is there a secondary contract being awarded, if so, who is that with? COUNCIL MEMBER ZIMMERMAN'S OFFICE

ANSWER:

1) Since 2010, how much has been spent each year (please specific the amount budgeted and spent in each year) to inform, education and instruction organizations in Austin about implementing the Zero Waste Program?

The current contract started in November 2012 and is intended to provide outreach support to the estimated 17,500 properties and businesses that are affected by the Universal Recycling Ordinance. Many of those properties and businesses are small businesses who do not have dedicated staff focused on waste management.

Start	End	Authorized	Actual Spend	Affected properties
11/3/2012	11/2/2013	\$151,923	\$42,255.53	Multi-Family more than 75 units, and Commercial properties more than 100,000 sf
11/3/2013	11/2/2014	\$159,519	\$186,696.55	Multi-Family 50-74 units, and Commercial properties 75,000-99,999 sf
11/3/2014	11/2/2015	\$159,519	\$127,464.87	Multi-Family 26-49 units, and Commercial properties 50,000-74,999 sf
11/3/2015	11/2/2016	\$159,519	\$89,126.00	Commercial properties 26,000-49,999 sf

2) What are the terms on the current contract that expires on Nov 3, 2016 (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)?

The current contract is with Concept Development and Planning, LLC and Great Communicate LLC. The contract is a 12 month contract in an amount not to exceed \$151,923 with five 12-month extension options in an amount not to exceed \$159,519 per extension option. Actual spend is above.

3) In the existing contract, what goals were negotiated and what were the results?

Contract goals focused on:

- Providing information to all properties required to comply with the URO, including:
 - Annual Recycling Plans
 - Recycling services compliant with URO requirements
 - Education of residential and commercial tenants
- Helping businesses:
 - Implement, improve, or expand workplace recycling services and source reduction
 - Streamline material handling efforts, including such means as selecting appropriate type, size, labeling and placement of collection containers
 - Choose from waste service industry options
 - Educate residential and commercial tenants of URO-affected properties on their individual and collective responsibility and impact
- Overall Objectives focused on:
 - Compliance. Within three months after the date a property is subject to the URO, 100% of URO-affected properties submit recycling plans to ARR and are compliant with other URO requirements (e.g., education, signage, minimum container capacity).
 - Outreach:
 - Attempted contact is made with every newly affected property within three months of the date the property is subject to the URO.
 - Over a five-year period, every URO-affected property in Austin receives URO outreach assistance.

Results for the past two years indicate:

- Over 90% of affected properties have submitted Annual Diversion Plans.
- Fiscal Year 2015 – Contractor logged over 1,000 contacts including events, tenant/employee trainings, phone calls, property site visits
- Fiscal Year 2016 – Contractor logged nearly 2,000 contacts

4) In the new contract, what goals will there be?

See attached RFP SLW0512 Scope of Work, page 3, Section 3.4.

5) Is there a primary contract being awarded, if so, who is that with? Is there a secondary contract being awarded, if so, who is that with?

The contract is being awarded to Concept Development and Planning, LLC and Zero Waste Strategies, LLC.

**CITY OF AUSTIN
SCOPE OF WORK
UNIVERSAL RECYCLING ORDINANCE OUTREACH SERVICES
SOLICITATION NUMBER: RFP 1500 SLW0512**

1. PURPOSE AND OBJECTIVES

The City of Austin (City) seeks proposals from qualified Contractors who are experienced in providing education and outreach services and data management services to manage, maintain, and update a comprehensive list or dataset of all Universal Recycling Ordinance (URO) affected properties and businesses (aka Master Affected Property List or MAPL). The proposed services shall inform and instruct properties and businesses in the Austin area on the City's Zero Waste goal and establishing diversion services that comply with the City of Austin Universal Recycling Ordinance (URO), as well as maintain data management of the entire URO processes.

To achieve the City's Zero Waste goal, the City seeks to contract with a qualified Contractor(s) to ensure properties and businesses provide sufficient and convenient access to recycling for tenants and employees. The Contractor(s) shall provide methods and training on Zero Waste best practices specific to individual property and business needs including cost effective waste diversion solutions and methods to identify and efficiently reduce waste.

The City reserves the right to award this contract to one (1) to five (5) Contractors as determined to be in the City's best interest. Organizations or businesses that provide collection services or haul, remove, or transport solid waste, recyclables, hazardous waste or organic materials in the Austin area are disqualified from bidding on this contract. Contractors are encouraged to bid on any and all parts they are qualified to provide.

NOTE: The City reserves the right to accept and/or reject any or all proposals in whole or in part, to negotiate changes in the services and assigned responsibilities described herein, and waive any technicalities as deemed to be in the best interest of the City.

2. BACKGROUND

In 2009, Austin City Council committed to achieving Zero Waste by 2040 by diverting 90% of all discarded materials generated within the City away from landfills and incinerators in order to increase the life of local landfills, reduce harmful environmental impacts and stimulate economic development. In 2010 City Council approved the Universal Recycling Ordinance (URO) to help reach this goal. The intent of the URO is to ensure tenants and employees in Austin have convenient access to recycling.

Austin Resource Recovery, a City of Austin service, (referred to as the "Department", "City" or "ARR") provides a broad range of services, including curbside collection of residential trash, recycling, and yard trimmings, street sweeping, and household hazardous waste collections. ARR's mission is to achieve Zero Waste by providing excellent customer service that promotes waste reduction, redirects the focus to new perspectives that treat discarded materials as resources that are recoverable for a second life, and supports the City's sustainability efforts.

ARR's Business Outreach Team (BOT) helps multifamily properties and businesses establish cost effective recycling and diversion programs. The BOT works on a variety of Zero Waste projects and initiatives, including the implementation of the URO.

Currently, the URO requires affected properties and businesses to provide sufficient recycling capacity at a convenient location for tenants and employees, provide recycling services for at least five (5) materials, post proper signs on collection containers, educate tenants and employees on the recycling program annually, and submit an Annual Diversion Plan to the City.

URO implementation began in 2012 and phases-in properties over a five-year period. By 2017, all properties will be affected by URO recycling requirements. All businesses with food service permits must establish a detailed organics diversion program by 2018 (See Attachment A, "Universal Recycling Ordinance Fact Sheet").

**CITY OF AUSTIN
SCOPE OF WORK
UNIVERSAL RECYCLING ORDINANCE OUTREACH SERVICES
SOLICITATION NUMBER: RFP 1500 SLW0512**

3. CONTRACTOR RESPONSIBILITIES AND SPECIFICATIONS

Contractor will typically be asked to provide services during normal business hours 8:00AM to 6:00PM, but may be required to work evenings and weekends to meet business needs. The City does not expect work will be requested between the hours of 10:00PM and 6:00AM, or on City holidays, but this is subject to change upon the written agreement of both parties.

The objectives of this contract and the Contractor(s)' responsibilities include, but are not limited to, the following activities as requested by the City's Project Manager:

3.1. URO Outreach: Outreach and Education

- 3.1.1. Communicate with Austin's commercial and multifamily properties and food-service permitted businesses to assist in meeting all URO requirements [see attachment A, URO Fact sheet], and to promote Zero Waste efforts. Zero Waste efforts include source reduction, reusing, recycling, composting and other accepted waste reduction processes. Communication methods should include, but not be limited to; electronic media (including social media and email), print (including fliers, pamphlets, and training materials), telephone calls, informational and promotional events, workshops, presentations and on-site visits.
- 3.1.2. Provide on-site outreach, technical assistance and URO information to affected properties and businesses upon request (documentation required in Monthly Activity Log, see §4.3.5).
- 3.1.3. Conduct on-site Zero Waste Assessments with facility representative(s) as needed/requested.
- 3.1.4. Organize and staff exhibits or displays at community outreach or other special events and encourage attendees to register for training, support compliance with the URO, and sign up for technical assistance.
- 3.1.5. Research and apply for award applications to gain regional/national recognition for ARR's program successes.
- 3.1.6. Educate businesses and persons on Zero Waste initiatives and steps to improve diversion, such as source reduction and other industry-accepted waste reduction processes to help those specific organizations meet or exceed the requirements of the URO.
- 3.1.7. Design promotional materials, including but not limited to; fliers, pamphlets, training materials, emails and social media campaigns, as requested by the City, to promote the URO, Award applications, inform property owners about Zero Waste and encourage participation.
- 3.1.8. Organize training workshops for various stakeholder groups by selecting locations, dates, and times, scheduling speakers, utilizing case studies, promoting attendance, registering attendees, and interacting with attendees to encourage participation. Training workshops and presentations should last approximately 60 minutes. Contractor staff will coordinate and set up for the event and provide the necessary staff.
- 3.1.9. Assist in the City's Zero Waste Business Certification Program through business recruitments, outreach and implementation of programs as requested by the City's Project Manager.

**CITY OF AUSTIN
SCOPE OF WORK
UNIVERSAL RECYCLING ORDINANCE OUTREACH SERVICES
SOLICITATION NUMBER: RFP 1500 SLW0512**

3.2. URO Outreach: Compliance Accountability

- 3.2.1. Perform URO compliance site visits and complete required documentation to hold affected properties and businesses accountable.
- 3.2.2. Provide URO compliance assistance by consulting with property or business representatives to answer questions and help the property representatives submit the required Annual Diversion Plan or other documentation to show compliance with the ordinance.
- 3.2.3. Follow-up with properties and businesses regarding the URO compliance and any deficiencies. Contractor(s) shall document follow-up methods and responses.

3.3. URO Outreach: Program Administration

- 3.3.1. Maintain one month's worth of inventory of promotional material (based on Contractor judgment/demand from affected properties).
- 3.3.2. In the sole judgment of the City, provide exceptional customer service with quality and timely service, respect for all customers, and positive engagement with the public. Provide City-supplied bins, stickers, posters or signs to affected properties and businesses as requested, accept delivery of or pick up those items monthly (or less frequently), and store them for distribution.
 - 3.3.2.1. The City may deliver these items to the Contractor's location or stock these items at City facilities for the Contractor to pick up.
 - 3.3.2.2. If a property or business requests City-supplied bins, stickers, posters, or signs, Contractor will provide no more than following quantities: Three (3) "Slim Jim" bins, five (5) desk side recycling bins, ten (10) recycling bin stickers, three (3) posters or signs. Larger quantities require prior written agreement from ARR Project Manager.
 - 3.3.2.3. The City's Project Manager may assign additional duties to accomplish the goals and objectives of this contract including but not limited to the management of the URO MAPL.

3.4. URO Outreach: Outreach, Customer Service and Education Activities

- 3.4.1. Newly Affected Properties and Businesses: The Contractor(s) shall attempt to contact every newly affected property and business within three (3) months of the date the property or business is subject to the URO as specified by the City.
- 3.4.2. The Contractor(s) shall make at least four (4) attempts of contact utilizing a minimum of two (2) means of contact per property or business including, but not limited to phone, email, letter, and/or in-person interaction. The Contractor(s) shall maintain a record of each communication attempt and shall provide that information to the City upon request.
- 3.4.3. If no contact is made after four (4) attempts, the Contractor(s) shall record previous communication attempts, track properties that have not been contacted, and offer a proposal to the City's Project Manager on how to reach non-contacted properties
- 3.4.4. Previously Affected Properties and Businesses: The Contractor(s) shall maintain contact with previously affected properties and businesses and encourage those properties and businesses to register for training, become/remain compliant with the URO, request technical assistance, and continue to improve diversion programs.
- 3.4.5. As requested by the City's Project Manager, the Contractor(s) shall conduct trainings/presentations with a minimum of ten (10) people in attendance to relevant

**CITY OF AUSTIN
SCOPE OF WORK
UNIVERSAL RECYCLING ORDINANCE OUTREACH SERVICES
SOLICITATION NUMBER: RFP 1500 SLW0512**

professional groups, associations or affected properties and businesses. Any training or presentation with less than ten (10) participants will not qualify as a training/presentation. Attendance sheets must be kept and submitted to the City's Project Manager for all presentations and/or trainings.

- 3.4.6. The Contractor(s) shall conduct a minimum of ten (10) surveys from trainings/presentations per calendar year from at least 4 separate events. Contractor(s) shall also and maintain at least a 75% favorable survey response rating. The results of each survey shall be provided to the City's Project Manager upon completion.
- 3.4.7. The Contractor(s) shall return all emails and phone calls from stakeholders within two (2) business days and provide on-site services within 14 days of the City's request.
- 3.4.8. The Contractor(s) shall ensure at least 75% of affected properties and businesses submit required URO reporting plan(s) within one (1) month after the reporting period.
- 3.4.9. At the end of each month, the Contractor(s) shall submit a completed electronic spreadsheet (previously provided by the City) to the City's Project Manager. The spreadsheet shall include the following information for each type of outreach service, as appropriate:
 - Number of affected properties and businesses contacted for the corresponding month
 - Number of events attended.
 - Name of events attended.
 - Other relevant metrics as determined by the City.

3.5. Data Management: Database Management

- 3.5.1. Manage, maintain, and update (at least quarterly) a comprehensive list or dataset of all Universal Recycling Ordinance affected properties and businesses (aka Master Affected Property List or MAPL). Provide reports, mailing lists, and data analysis as needed, or as requested by the City to promote effective communication to the business community and outreach all affected properties and businesses. Ensure that all property owners and property managers or on-site contacts are included.
 - 3.5.1.1. As of May 2016 the MAPL has approximately 3500 affected properties, but will grow each year to approximately 17,000 affected properties by Oct. 1 2017 and 6,000 affected food-service businesses by Oct. 1 2018.
 - 3.5.1.2. Affected property and business data recorded should include but is not limited to the fields in the current MAPL (see Attachment C).
 - 3.5.1.3. Contractor shall provide documentation of the process for obtaining the data, cleaning the dataset to remove non-affected properties, or incorrect records, and maintaining the dataset. The documentation should culminate into a manual or SOP, so that another party can take over the dataset or replicate the efforts, without starting anew. Draft manual or SOP should be created with 6 months of the execution of the contract.
 - 3.5.1.4. Communicate with City staff and contractor previously charged with overseeing data management to understand the process of generating, updating, and managing the MAPL to avoid past mistakes and build on lessons learned.
 - 3.5.1.5. Will collaborate and share data, as needed, with primary and secondary contractor staff to accomplish projects and ensure effective URO Outreach communications.

**CITY OF AUSTIN
SCOPE OF WORK
UNIVERSAL RECYCLING ORDINANCE OUTREACH SERVICES
SOLICITATION NUMBER: RFP 1500 SLW0512**

3.5.1.6. The MAPL should have the following functions:

- Must integrate with Re-Trac Connect reporting tool
- Ability to query property identification data (property tax ID, address, business name, food-service permit number, etc.),
- Automated or standardized process that can scale to the level of affected properties and businesses
- Process to maintain and update to ensure data is accurate and current
- Regular (at least quarterly) updates
- Expand on all affected property information previously gathered to create a new dataset, without losing records collected over the past 3 years.
- Housed on a 3rd party data storage system (ex. Google Drive) to allow for remote access and dynamic updates from City and URO Outreach contractor staff, as designated by the City. Data storage system should also protect the business information within

3.6. Data Management: Contractor Responsibilities and Expectations

3.6.1. Master Affected Property List is updated at least one per quarter.

3.6.2. City staff receives minimal (less than 1% of total affected properties or businesses per month) complaints/responses from property representatives that records are incorrect.

3.6.3. Less than 5% undeliverable address rate per mailing, as determined by reports sent to the City from mailing service company. Contractor will use undeliverable address reports to continually improve MAPL.

3.6.4. If no qualified proposals are approved for the Data Management portion of this contract, the primary contractor will be responsible for URO Data Management.

3.7. URO Outreach and Data Management: Personal Appearance and Customer Service

3.7.1. The Contractor(s)' employees' or representatives' personal appearance shall be professional in the sole judgment of the City while on-duty and interacting with the public on behalf of the city and shall adhere to the Austin Resource Recovery Dress Code and Work Uniform Standards (see Attachment B).

NOTICE: There are no guarantees of any hours or services. Services will be requested by the City as deemed necessary by the City's Project Manager.

4. Contract Administration

4.4. The City reserves the right to divide the resulting contract award among up to five (5) Contractors as follows:

4.4.1. Primary contract, up to \$200,000 per year. Upon City request, this Contractor may serve as the lead Contractor for the other Contractors and may function as the project manager for other Contractors.

4.4.2. Secondary contract awards of up to \$60,000 per year. These Contractors may focus on specific business sectors or groups, other projects such as the MAPL data management, or tasks as requested by the City's Project Manager. These contractors may be required to coordinate work activities at the direction of the primary contractor or in a manner otherwise instructed by City staff.

4.4.3. The City may distribute the workload among the successful Contractors by assigning each Contractor properties and/or businesses within a unique geographic area of the City or certain categories of properties and/or businesses.

**CITY OF AUSTIN
SCOPE OF WORK
UNIVERSAL RECYCLING ORDINANCE OUTREACH SERVICES
SOLICITATION NUMBER: RFP 1500 SLW0512**

- 4.4.4. There are no guarantees of assignments or funding to any Contractor and all work assigned will be at the sole discretion of the City.

4.5. Contract Performance

- 4.5.1. Performance by the Contractor(s), including the results of online survey evaluations submitted by customers and/or City staff, that does not meet the standards established by the City's Project Manager may affect contract extensions or result in contract termination.
- 4.5.2. For any task/project for which the City will incur a cost greater than \$500 the City reserves the right to require a work plan be submitted. At a minimum, the work plan should include an activity description, estimated project hours and materials required to complete the project.
- 4.5.3. The City reserves the right to interview and approve the Contractor(s)' staff including subcontractors, employees, supervisors and project managers to determine their eligibility to work on this contract.
- 4.5.4. The City reserves the right to observe trainings, on-site visits, phone calls, e-mails or other Contractor interactions with properties, businesses or stakeholders.
- 4.5.5. The City reserves the right to require the Contractor(s) to remove staff from this contract for poor/substandard/unsatisfactory performance, business evaluations or disciplinary problems.
- 4.5.6. The City reserves the right to audit the Contractor(s)' information or program files.
- 4.5.7. The City may survey properties or businesses listed on the Contractor(s)' Monthly Activity Logs to evaluate the Contractor(s)' services.
- 4.5.8. The City reserves the right to change the Contractor(s)' assignments periodically during the term in order to meet the goals and objectives of this contract.

4.6. Contract Monitoring and Reporting

- 4.6.1. Within two (2) weeks of contract execution, the Contractor(s) must designate a project manager for the City's approval.
- 4.6.2. Within three (3) weeks of contract execution, the Contractor(s) shall coordinate with the City's Project Manager to develop and submit a Work Plan and Timeline for effective outreach services according to the tasks of this contract.
- 4.6.3. Within 60 days of contract execution, the Contractor(s)' supervisors and specialists shall be available to participate in ARR training, which will include Austin's Zero Waste goals, Recycling at Work and other relevant topics.
- 4.6.3.1. New Contractor(s) staff must participate in ARR orientation and training before engaging in any of the other tasks of this contract.
- 4.6.3.2. Contractor charged with the management of the MAPL will provide a working model of the MAPL within 60 days.
- 4.6.4. Up to five (5) Contractor(s) staff shall observe City staff providing up to four (4) hours of training, including, but not limited to presentations, technical assistance and on-site assessments. These Contractor(s) staff shall train other Contractor(s) staff on performing outreach services.
- 4.6.5. The Contractor shall keep a Monthly Activity Log to document all pertinent activities including but not limited to:

**CITY OF AUSTIN
SCOPE OF WORK
UNIVERSAL RECYCLING ORDINANCE OUTREACH SERVICES
SOLICITATION NUMBER: RFP 1500 SLW0512**

4.6.5.1. Exhibits or Presentations at Stakeholder Events

- 4.6.5.1.1. Description of event, including but not limited to host, location, number of participants, date, and hours worked.
- 4.6.5.1.2. List of participants and their contact information (name, physical address, mailing address, e-mail address, phone number) that register at event for additional assistance.
- 4.6.5.1.3. Number of contacts engaged in conversation about the URO, Zero Waste, or other related topics including topics and interests discussed.

4.6.5.2. Training Workshops

- 4.3.5.2.1 Description of event including but not limited to host, location, number of participants, date, and hours worked.
- 4.3.5.2.2 List of participants and their contact information (name, property address, e-mail, phone number) and surveys

4.6.5.3. Technical Assistance to URO-affected properties and businesses

- 4.3.5.3.1 Contact information (name, property address, e-mail, phone number) and signatures for on-site technical assistance
- 4.3.5.3.2 Confirmation of submission of required online reporting form(s)
- 4.3.5.3.3 Amount and type of recycling bins delivered
- 4.3.5.3.4 Amount and type of outreach material delivered

5. DEFINITIONS

- 5.4. **Affected Property:** Property (based on Tax Parcel ID) or individual business (based on food-service permit) that is currently required to comply with the URO or will be subject to the ordinance in the future. Also referred to as business, business community (plural), affected business, affected properties (plural), facility, or facilities (plural).
 - 5.4.1. *Affected properties* are commercial, multifamily, or mixed use properties (see Attachment A for property examples) and must meet all requirements of the Universal Recycling Ordinance.
 - 5.4.2. *Affected businesses* are food-service businesses with an Austin/Travis County Health & Human Services Department food permit and must meet all Universal Recycling Ordinance Organics Diversion requirements.
- 5.5. **Business Representative:** Business owner or manager, workplace recycling coordinator, maintenance supervisor, or other individual with authority to manage or implement trash or diversion services.
- 5.6. **City's Project Manager:** As it pertains to this contract, the City's Project Manager is the Business Outreach Team's Program Manager (currently Aiden Cohen) or designee.
- 5.7. **Organics:** any material created from natural substances including plants, animals or their by-products. Organics include paper, cardboard, yard trimmings, food waste like fruits, vegetables; food soiled paper such as napkins or paper plates; and fibers like cotton.
- 5.8. **Organics Diversion:** The act of keeping organic material out of landfills and incinerators. Examples (in order of preference) include: source reduction, feeding hungry people, feeding hungry animals, industrial uses and composting.

**CITY OF AUSTIN
SCOPE OF WORK
UNIVERSAL RECYCLING ORDINANCE OUTREACH SERVICES
SOLICITATION NUMBER: RFP 1500 SLW0512**

- 5.9. **Source reduction:** Using less material or switching to a recyclable, reusable or compostable material. Intent is to reduce waste before it is generated. Also known as “precycling,” “waste minimization,” or “waste prevention,”
- 5.10. **Recycling:** Process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the manufacture of new products.
- 5.11. **Technical Assistance:** Business or industry specific guidance provided to affected properties or other businesses seeking to reduce waste, increase diversion, or streamline operations. Technical Assistance includes onsite visits; guidance via phone or email; identifying resources such as signs or educational materials for businesses to use; or container lid-lifting to examine contents.
- 5.12. **Universal Recycling Ordinance (URO):** See Attachment A. “Summary of URO” Also visit www.austintexas.gov/uro for more information.
- 5.13. **Zero Waste:** A goal that is ethical, economical, efficient and visionary, to guide people in changing their lifestyles and practices to emulate sustainable natural cycles, where all discarded materials are designed to become resources for others to use. Zero Waste means designing and managing products and processes to systematically avoid and eliminate the volume and toxicity of waste and materials, conserving and recovering all resources, and not burning or burying them. Implementing Zero Waste will eliminate all discharges to land, water or air that are a threat to planetary, human, animal or plant health. (Zero Waste International Alliance, 2004, www.zwia.org) The City of Austin's Zero Waste Goal is to reduce the amount of waste sent to area landfills and incinerators by 75 percent by the year 2020 and by 90 percent by the year 2040. For information on the **City of Austin Zero Waste Goal**, see Austin's Zero Waste Plan, www.austintexas.gov/sites/default/files/files/Trash_and_Recycling/MasterPlan_Final_12.30.pdf
- 5.14. **Zero Waste Assessment:** an on-site visit requested by the affected property/business representative. Consists of a facility walk through with staff (City, contractor, or both) and property representatives. Assessment includes observations of current landfill trash and diversion practices, recommendations for potential diversion improvements, and follow-up with resources to assist in the implementation of recommendations.



Council Question and Answer

Related To	Item #17	Meeting Date	October 22, 2016
------------	----------	--------------	------------------

Additional Answer Information

QUESTION: 1) What are the terms on the current contract that is expiring (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)? 2) In each of the past 5 years, how much was budgeted and how much was actually spent to provide this service? COUNCIL MEMBER ZIMMERMAN'S OFFICE

ANSWER:

1) *What are the terms on the current contract that is expiring (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)?*

The current contract, NA100000098 for off-site shredding services, with GMSL Consulting DBA Centexshred will expire on December 17, 2016. The initial contract was 36 months with three 12 month extension options. The authorized amount per year of the original contract was \$70,000; \$90,000 for the first extension option, \$100,000 for the second extension option, and \$110,000 for the third extension option. To date the total contract spend is \$104,300.

The previous contract, NA090000149 for on-site shredding services, with GMSL Consulting DBA Centexshred expired on May 4, 2015. The initial contract was 36 months with three 12 month extension options. The authorized amount per year of the original contract was \$16,350 and the extension options were \$16,350 each. The total spend at the end of the contract was \$79,245.

2) *In each of the past 5 years, how much was budgeted and how much was actually spent to provide this service?*

NA100000098 - Off-Site Shred Services		
	Contract Authority	Annual Spend
Fiscal Year 2011-2012	\$ 70,000.00	\$ 7,697.94
Fiscal Year 2012-2013	\$ 70,000.00	\$ 14,180.00
Fiscal Year 2013-2014	Extension for time only	\$ 12,506.20
Fiscal Year 2014-2015	Extension for time only	\$ 12,723.08
Fiscal Year 2015-2016	\$ 110,000.00	\$ 43,137.73
NA090000149 - On-Site Shred Services		
	Contract Authority	Annual Spend
Fiscal Year 2010-2011	\$ 16,350.00	\$ 15,690.00

Fiscal Year 2011-2012	\$ 16,350.00	\$ 21,475.50
Fiscal Year 2012-2013	\$ 16,350.00	\$ -
Fiscal Year 2013-2014	\$ 16,350.00	\$ 14,426.00
Fiscal Year 2014-2015	\$ 16,350.00	\$ 9,535.00



Council Question and Answer

Related To	Item #19	Meeting Date	October 22, 2016
------------	----------	--------------	------------------

Additional Answer Information

QUESTION: 1) What are the terms on the current contract that is expiring (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)? 2) In each of the past 5 years, how much was budgeted and how much was actually spent to provide this equipment/services?
COUNCIL MEMBER ZIMMERMAN'S OFFICE

ANSWER:

1) What are the terms on the current contract that is expiring (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)?

This is a one-time purchase for gas detection equipment. The previous contract was with Airgas Southwest Inc. The initial contract term was 36 months with three 12-month extension options, the yearly expected expenditures were \$40,000 which was under the Council limit. The average yearly spend was \$23,000 and the contract expired July 8, 2012. The vendor chose not to extend after the initial term.

The most recent purchase for gas detection equipment was July 12, 2013 in the amount of \$13,591.

2) In each of the past 5 years, how much was budgeted and how much was actually spent to provide this service?

Fiscal Year	Annual Spend
2009-2010	\$29,683
2010-2011	\$19,511
2011-2012	\$20,827



Council Question and Answer

Related To	Item #20	Meeting Date	October 22, 2016
------------	----------	--------------	------------------

Additional Answer Information

QUESTION: 1) What are the terms on the current contract that is expiring (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)? 2) In each of the past 5 years, how much was budgeted and how much was actually spent to provide this equipment/services? COUNCIL MEMBER ZIMMERMAN'S OFFICE

ANSWER:

1) *What are the terms on the current contract that is expiring (who is it with, how long, initial contract term, any extension options, budget amount per year, actual spend each year, etc.)?*

The new contract will combine three expired contracts:

- Contract GA120000072 expired on May 26, 2016 and had no extension options remaining. It was with Brenntag Southwest Inc. The initial contract term was 36 months with three 12-month extension options, the yearly authorization amount was \$10,800, and actual yearly spending is listed in the table provided below.

- Contract GA100000030 expired on October 14, 2016 and had no extension options remaining. It was with WR International LLC. The initial contract term was 36 months with three 12-month extension options, the yearly authorization amount was \$180,000, and actual yearly spending is listed in the table provided below.

- Contract GA120000037 expired on October 14, 2016 and had no extension options remaining. It was with VWR International LLC. The initial contract term was 24 months with two 12-month extension options, the yearly authorization amount was \$95,000, and actual yearly spending is shown below.

2) *In each of the past 5 years, how much was budgeted and how much was actually spent to provide this service?*

	GA12*072		GA10*030		GA12*037		Additional Chemical/Supplies Expenditures*
	Spend	Authorization	Spend	Authorization	Spend	Authorization	
Fiscal Year 2011-2012	\$5,740	\$10,800	\$203,535	\$180,000	\$12,914	\$95,000	\$34,612
Fiscal Year 2012-2013	\$4,846	\$10,800	\$162,088	\$180,000	\$58,039	\$95,000	\$2,469
Fiscal Year	\$5,456	\$10,800	\$209,546	\$180,000	\$79,620	\$95,000	\$12,257

2013-2014							
Fiscal Year 2014-2015	\$4,442	\$10,800	\$167,619	\$180,000	\$77,569	\$95,000	\$32,730
Fiscal Year 2015-2016	\$2,415	\$10,800	\$154,618	\$180,000	\$104,420	\$95,000	\$20,796

Home Repair Expenditures (in Millions)				
FY12	FY13	FY14	FY15	FY16*
5.0	3.8	5.2	7.6	6.2

* Expenditures through Close II

The Grove Development - Park Superiority Requirements

All items below must be checked off prior to designating a Superior for community amenities.

Superior Item Needed	Agreed to by Applicant	Notes
More linear street frontage	✓	Park Exhibit went from 320 LF to 705 LF
10% above the minimum acreage owed for all residential units and congregate care units with kitchens	✓	<p>Added 1.25 acres in the Signature Park for a total of 14.13 credited acres</p> <p>(superior for 1,361 market rate units and 150 congregate care units with kitchens)</p> <p>If fewer units are constructed we will <u>still get the 14.13 acres</u>. If more are constructed, we will need more parkland.</p>
\$750 per unit for park amenities, excluding trail; pond; and amenities around pond	✓	Results in \$1 million for parks; plus \$800,000 for Shoal Creek Trail (concrete)
Park Improvement Agreement <ul style="list-style-type: none"> • City approves Annual Plan for Special Events • City approves Annual Plan for maintenance • Park Master Plan to be created by ARG with neighborhood and PARD's input • Park to be constructed and deeded to the City before 500 units are constructed 	Pending	<p>Legal staff has provided a draft to applicants; No further communication has occurred from the applicant to PARD staff since October 6, 2016.</p> <p>Agreement must be signed for superiority</p>

Conclusions and Recommendations

The analysis indicates several improvements are necessary to maintain an acceptable LOS when feasible. The improvements and pro-rata are described in Table 12.

TABLE 12
Proposed Improvements and Pro-Rata Share

Intersection	Proposed Improvements	Pro-Rata Share
2018		
Driveway 3	<ul style="list-style-type: none"> Construct Driveway 3 	<ul style="list-style-type: none"> Constructed be developer
Highland Terrace /45 th /MoPac Exit Ramp	<ul style="list-style-type: none"> Install Traffic Signal when/if warranted Restripe to provide westbound dual lefts 	<ul style="list-style-type: none"> 12.2% $\\$250,000 \times 0.122 = \\$30,388$
45th Street at Bull Creek	<ul style="list-style-type: none"> Construct northbound left turn lane on Bull Creek Restripe northbound approach as dual lefts and shared through/right lane 	<ul style="list-style-type: none"> 26.5% $\\$258,750 \times 0.265 = \\$68,626$
Jackson Ave at 35 th	<ul style="list-style-type: none"> Update signal timing 	<ul style="list-style-type: none"> 100% \$5,000
Bull Creek Road Trail	<ul style="list-style-type: none"> Construct 12' Multi-Use path from 45th to south end of development 	<ul style="list-style-type: none"> Constructed by developer \$524,400
Shoal Creek Trail	<ul style="list-style-type: none"> Approximately 200' from south end of park to Idlewild Road 	<ul style="list-style-type: none"> Constructed by developer \$30,000
Jackson Ave at 35th	<ul style="list-style-type: none"> Update signal timing 	<ul style="list-style-type: none"> 100% \$5,000
MoPac at 45 th	<ul style="list-style-type: none"> Update signal timing 	<ul style="list-style-type: none"> 100% \$5,000
45 th Street at Bull Creek	<ul style="list-style-type: none"> Reconstruct intersection to provide left turn bays on 45th Street and a right turn lane on Bull Creek Modify signal to remove split phasing 	<ul style="list-style-type: none"> 26.5% $\\$770,000 \times 0.265 = \\$204,220$
Driveway 1	<ul style="list-style-type: none"> Stripe southbound left turn lane for Driveway 1 Construct so that left turns may not exit the driveway Remove Temporary driveway 	<ul style="list-style-type: none"> Constructed by developer \$3,500
Bull Creek from Driveway 1 to 45 th	<ul style="list-style-type: none"> Construct a second northbound lane 	<ul style="list-style-type: none"> Constructed by developer \$252,500
Driveway 2	<ul style="list-style-type: none"> Construct Driveway 2 with three outbound lanes Stripe northbound and southbound left turn lanes on Bull Creek Construct northbound right turn lane for Driveway 2 Restripe eastbound Jackson to provide a left turn lane and shared through/right lane Install traffic signal. Turn on when warranted. 	<ul style="list-style-type: none"> Constructed by developer \$330,000
Driveway 4	<ul style="list-style-type: none"> Construct Driveway 4 as right-in/right-out only Construct raised median to prevent lefts 	<ul style="list-style-type: none"> Constructed by developer \$32,500
Driveway 5	<ul style="list-style-type: none"> Construct Driveway 5 with two outbound lanes 	<ul style="list-style-type: none"> Constructed by developer
Pedestrian Hybrid Beacon	<ul style="list-style-type: none"> Construct Pedestrian Hybrid Beacon across Bull Creek adjacent to Driveway 4 	<ul style="list-style-type: none"> Constructed by developer \$250,000

Pedestrian Hybrid Beacon	<ul style="list-style-type: none"> Construct Pedestrian Hybrid Beacon across Bull Creek adjacent to Driveway 1 	<ul style="list-style-type: none"> Constructed by developer \$250,000
2024		
Jackson Ave at 35th	<ul style="list-style-type: none"> Restripe and sign the southbound approach of Jackson to provide a shared left/through lane and right only lane 	<ul style="list-style-type: none"> 8.3% $\\$3,500 \times 0.083 = \\292

Many of the improvements recommended for 2024 have been moved to 2018 per Staff's request. The details of the improvements will be determined in the Traffic Phasing Agreement.

The improvements at the Bull Creek and 45th Street intersection are estimated to cost over \$1,000,000. The pro-rata for this work is 26.5% or \$272,846. However, the developer is offering to fully construct these recommended improvements.

The developer also offers to fully fund the left turn lanes and right turn lane on Bull Creek, the signal at Bull Creek and Jackson Avenue (when warranted), add a median on Bull Creek at 40th Street/Driveway 4, signal timing updates and pedestrian hybrid beacons across Bull Creek at Driveway 4 and at Driveway 1 (when warranted) and trails along Bull Creek Road and Shoal Creek. This brings the total opinion of probable costs to \$2,910,150. The developer offers to fully fund these improvements; however, it is expected that Austin Transportation Department (ATD) will perform the signal timing updates in situations in which other improvements are not being recommended at the intersection. The estimated pro-rata for the signal timing updates is \$15,000.

Pro-rata calculations for improvement at the Highland Terrace/45th/MoPac Exit Ramp intersection totals \$30,388. It is requested that fully funding all other improvements relieves the developer from payment of the \$30,388. It should also be noted that this intersection fails during the existing PM peak period, therefore; improvements should be implemented regardless as to whether this development occurs.

In summary, the developer is proposing to fully construct over 2.7 million dollars in improvements and also pay the \$15,000 in pro-rata for the signal timing changes. These costs do not include Rights-of-Way dedications or Easement preservations or posting fiscal for the proposed pedestrian/bicycle bridge over Shoal Creek.