



May 9, 2019

Questions and Answers Report



Mayor Steve Adler

Mayor Pro Tem Delia Garza, District 2

Council Member Natasha Harper-Madison, District 1

Council Member Sabino "Pio" Renteria, District 3

Council Member Gregorio Casar, District 4

Council Member Ann Kitchen, District 5

Council Member Jimmy Flannigan, District 6

Council Member Leslie Pool, District 7

Council Member Paige Ellis, District 8

Council Member Kathie Tovo, District 9

Council Member Alison Alter, District 10

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

QUESTIONS FROM COUNCIL

Agenda Item #4: Authorize execution of an interlocal agreement with Travis County in support of commissioning a study addressing food accessibility to include a retail recruitment/expansion strategy to address food accessibility, in an amount not to exceed \$100,000.

QUESTION/ANSWER: COUNCIL MEMBER FLANNIGAN'S OFFICE

1) What factors went into the division of costs for this study; why is the City of Austin covering 2/3 and Travis County is covering 1/3?

This item is being withdrawn by staff.

Agenda Item #10: Approve an ordinance for the full purpose annexation of approximately 42.064 acres in Travis County, located approximately four-tenths of a mile east of the intersection of River Place Boulevard and Milky Way Drive. Related to Item #32.

QUESTION/ANSWER: COUNCIL MEMBER FLANNIGAN'S OFFICE

1) Please provide a copy of the service agreement or strategic partnership agreement document.

See attachment.

2) Can City Staff provide an analysis of the expected City revenue and anticipated cost of providing City services if this property is annexed.

An accurate, meaningful analysis of projected revenues and expenditures is not available at this time due to the various assumptions surrounding this development. As proposed, the development can be served with existing city infrastructure and services.

Agenda Item #17: Approve a resolution accepting the results of the Audit of the Actuarial Valuations, Studies, and Reports for the City's three pension systems, City of Austin Employee's Retirement System, Austin Fire Fighters Relief and Retirement Fund, and the Austin Police Retirement System.

QUESTION/ANSWER: COUNCIL MEMBER FLANNIGAN'S OFFICE

1) Given that the audits were performed without the details of the recent public safety contracts, can we expect those contracts to advantage our pension's fiscal position?

The audit covered the years of 2013-2017, prior to the most recent public safety contracts. The scope of the audit encompassed review of the City's pension systems' actuarial valuations, studies, and reports for reasonableness, compliance with Actuarial Standards of Practice, and compliance with Texas Pension Review Board guidelines. The audit did not involve review of the fiscal position of the pension systems.



Related To

Item #4

Meeting Date

May 9, 2019

Additional Answer Information

Authorize execution of an interlocal agreement with Travis County in support of commissioning a study addressing food accessibility to include a retail recruitment/expansion strategy to address food accessibility, in an amount not to exceed \$100,000.

QUESTION/ANSWER: Council Member Flannigan's Office

1) What factors went into the division of costs for this study; why is the City of Austin covering 2/3 and Travis County is covering 1/3?

This item is being withdrawn by staff.



Council Question and Answer

Related To	Item #10	Meeting Date	May 9, 2019
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Additional Answer Information

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QUESTION/ANSWER: Council Member Flannigan’s Office

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**WRITTEN AGREEMENT
REGARDING SERVICES**

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This DRAFT Written Agreement Regarding Services (the “**Agreement**”) is made and entered into by and among the **CITY OF AUSTIN, TEXAS**, a municipal corporation acting by and through its duly authorized City Manager (the “**City**”), and **Milestone Community Builders, LLC, a Texas limited liability company, Manager of Milky Way Holdings GP, LLC a Texas limited liability company**, as Owners of the Property, including without limitation her or his successors, assigns, agents, and affiliated entities (“**Owners**”). By the signatures below, Owners warrant and represent that there are no other owners of any portion of the Property and no other third parties holding an interest therein.

RECITALS

- A. Owner owns approximately 42.064 acres of land located entirely in Travis County, Texas described in the attached Exhibit “A” (“**Property**”).
- B. Owner requests to have the Property annexed into the City’s full purpose jurisdiction; Owner agrees to voluntarily enter into this Agreement.
- C. This Agreement is entered into pursuant to Chapter 43 of the Texas Local Government Code to address Owner’s request and the City’s provision of services.

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

ARTICLE I

DEFINITIONS

Section 1.01 Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meanings indicated:

“**City Code**” means the City Code of Austin, together with all its related administrative rules and technical criteria manuals.

“**City Council**” means the City Council of the City or any other successor governing body.

“**Effective Date**” means the effective date of annexation.

“**Ordinances**” shall mean the ordinances of the City.

“**Term**” and similar references mean that this Agreement shall be in effect for a period of time commencing on the Effective Date and until City services are available in accordance with this Agreement.

Section 1.02 Other Definitions. All capitalized terms used but not defined in this Agreement shall have the meaning given to them in the City Code.

ARTICLE II

APPLICABLE ORDINANCES

Section 2.01 Applicable Requirements. After the Effective Date, all of the City’s laws, ordinances, manuals, and administrative rules, including but not limited to the Land Development Code, regarding land development, as amended from time to time, shall apply to subdivisions within the Property.

ARTICLE III

ANNEXATION

Section 3.01 Annexation.

- A. Owner and City agree that the Property will be annexed for full purposes pursuant to the terms of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code. Property voluntarily annexed pursuant to this Agreement may require infrastructure improvements to facilitate development, including but not limited to streets and roads, street and road drainage, land drainage, and water, wastewater, and other utility systems. Owner hereby acknowledges the provision of infrastructure improvements necessitated by proposed future development shall be the sole responsibility of the Owner and may be subject to City Council approval.
- B. After full purpose annexation, all City ordinances, regulations, and requirements applicable in the City’s full purpose jurisdiction, including City taxation, shall apply to the Property.

ARTICLE IV

LIST OF SERVICES

Section 4.01 Services the City Will Provide On and After the Effective Date of Annexation and Pursuant to Chapter 43 of the Texas Local Government Code. All City Departments with jurisdiction in the area will provide services commencing on the Effective Date of annexation unless otherwise noted according to City policy and procedure.

- A. **Police Protection** The Austin Police Department will provide protection and law enforcement services.
- B. **Fire Protection** The Austin Fire Department will provide emergency and fire prevention services.
- C. **Emergency Medical Service** The City of Austin/Travis County Emergency Medical Services Department will provide emergency medical services.
- D. **Solid Waste Collection** Services will be provided pursuant to Chapter 43 of the Texas Local Government Code.
- E. **Operation and Maintenance of Water and Wastewater Facilities** The City shall provide retail water service (and wastewater service if authorized by City Council) to areas that are not within the certificated service area of another utility. The facilities will be maintained and operated by Austin Water as governed by standard policies and procedures.
- F. **Operation and Maintenance of Roads and Streets, Including Street Lighting** The Public Works Department will maintain public streets over which the City has jurisdiction. If necessary, the Transportation Department will also provide regulatory signage services. Street lighting will be maintained in accordance with the City of Austin ordinances, Austin Energy criteria, and state law.
- G. **Operation and Maintenance of Parks, Playgrounds, and Swimming Pools**
- H. **Operation and Maintenance of any Other Publicly Owned Facility, Building, or Service**
- I. **Watershed Protection** The Watershed Protection Department will provide drainage planning and maintenance services in the annexation area.
- J. **Planning and Development Review** The Planning and Zoning Department and the Development Services Department will provide comprehensive planning, land development, and building review and inspection services in accordance with and as limited by applicable codes, laws, ordinances and special agreements.
- K. **Code Compliance** In order to comply with City codes regarding land use regulations and the maintenance of structures, the Austin Code Department will provide education, cooperation, enforcement, and abatement relating to code violations.

- L. **Library** Upon annexation residents may utilize all Austin Public Library facilities.
- M. **Public Health, Social, and Environmental Services** Upon annexation the Austin/Travis County Health and Human Services Department will provide services.
- N. **Electric Utility Service** Austin Energy will continue to provide electric utility service to all areas which the City is authorized to serve by the Public Utility Commission of Texas.
- O. **Clean Community Services** Austin Resource Recovery will provide clean community services.
- P. **Capital Improvements Planning** The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.01 Representations and Warranties of Owner.

- A. **Organization and Good Standing.** Owner has full power and authority to conduct business as it is now being conducted, to own or use the properties and assets that she or he purports to own or use, and to perform all her or his obligations under this Agreement.
- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid, and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform her or his obligations under this Agreement.

Section 5.02 Representations and Warranties of the City.

- A. **Organization and Good Standing.** The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.
- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01 Amendments to Agreement. This Agreement may be amended only by a written agreement signed by the City and Owner.

Section 6.02 Agreement Binds Successors and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors, and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on Owner.

Section 6.03 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected.

Section 6.04 Waiver. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas (without regard to conflicts of law principles). Venue for any dispute arising from or related to this Agreement shall be in Texas state district court and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 6.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 6.07 Counterparts. This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument as though all parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the parties executing the instrument whether or not all other parties have executed same.

Section 6.08 Exhibits.

Exhibit "A" Description of Property

EXECUTED in multiple counterparts, each of which shall constitute an original, to be effective as of the Effective Date.

CITY:

CITY OF AUSTIN,

A home rule city and Texas municipal corporation

By:

SPENCER CRONK, City Manager

Date:_____

Acknowledgement

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 2018, by _____

[SEAL]

Notary Public, State of Texas

APPROVED AS TO FORM:

City of Austin
Law Department

LEE SIMMONS, Assistant City Attorney

OWNER: Milestone Community Builders, LLC, a Texas limited liability company

By:

Garrett Martin, President of Milestone Community Builders, LLC

Date:_____

Acknowledgement

THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 2019, by _____

[SEAL]

Notary Public Signature

AFTER RECORDING, PLEASE RETURN TO:

Virginia Collier
City of Austin
Planning and Zoning Department
PO Box 1088
Austin, TX 78767

EXHIBIT A

Property Description

DRAFT



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**42.064 ACRES
R.L. PREECE SURVEY NO. 2
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 42.064 ACRES (APPROXIMATELY 1,832,316 SQ. FT.), IN THE R.L. PREECE SURVEY NO. 2, ABSTRACT NO. 2269, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 79.9 ACRE TRACT CONVEYED TO BERTA BRADLEY BY EXECUTOR'S DEED DATED DECEMBER 31, 1990 AND RECORDED IN VOLUME 11345, PAGE 325 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; FURTHER BEING ALL OF THAT 40 ACRE TRACT DESCRIBED IN A DEED OF RECORD IN VOLUME 5094, PAGE 2176 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 119.32 ACRE TRACT DESCRIBED IN A DEED TO LANDRUM HICKMAN OF RECORD IN VOLUME 1869, PAGE 319 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 42.064 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton spindle found for the south corner of said 119.32 acre tract, being the called south corner of said 40 acre tract, same being the south corner of said 79.9 acre tract, also being in the west line of a 467.5 acre tract described in a deed to City of Austin Nature Conservancy, recorded in Volume 11848, Page 1718 of the Real Property Records of Travis County, Texas, and also being an angle point in the east line of a 91.585 acre tract, described in a deed to RP Preserve, Ltd. in Document No. 1999062334 of the Official Public Records of Travis County, Texas;

THENCE North 04°58'46" West, with the common line of said 119.32 acre tract, the 40 acre tract, the 79.9 acre tract and the said 91.585 acre tract, at a distance of 1337.94 feet passing 0.13 feet right of a 1/2" rebar found for the called southeast corner of Lot 13, Block B, The Preserve at River Place Section 2, a subdivision of record in Document No. 200000178 of the Official Public Records of Travis County, Texas, and continuing with the common line of the 119.32 acre tract, the 40 acre tract, the 79.9 acre tract and said Lot 13, at a distance of 536.53 feet passing 0.11 feet left of a 1/2" rebar with "TJ Dodd 1882" cap found for the called northeast corner of Lot 13, being the southeast terminus of Milky Way Drive (50' right-of-way width), and continuing with the common line of the 119.32 acre tract, the 40 acre tract, the 79.9 acre tract and the east terminus of Milky Way Drive, at a distance of 56.81 feet passing 0.11 feet left of a 1/2" rebar found for the called northeast terminus of Milky Way Drive, same being the southeast corner of Lot 12, Block B, The Preserve at River Place Section 2, and continuing with the common line of the 119.32 acre tract, the 40 acre tract, the 79.9 acre tract and said Lot 12, at a distance 418.54 feet, passing 0.16 feet left of a 1/2" rebar with "Sam" cap found for the called northeast corner of Lot 12, being the southeast corner of Lot 3, Block A, Austin Christian Fellowship Phase Two Subdivision, a subdivision of

record in Document No. 200700102 of the Official Public Records of Travis County, Texas, and continuing with the common line of the 119.32 acre tract, the 40 acre tract, the 79.9 acre tract and said Lot 3, for a total distance of 2669.87 feet to a concrete monument found, for a corner of Lot 3, same being in the south line of a 3.75 acre tract described in a deed to Eugene Marcus Banes, III and Emily Puckett Barnes, recorded in Volume 3909, Page 1174 of the Deed Records of Travis County, Texas, from which a cotton spindle found for an angle point in the south line of said 3.75 acre tract, same being a north line of said Lot 3, bears South 66°43'57" West, a distance of 24.90 feet;

THENCE with the common line of the 119.32 acre tract, the 40 acre tract, the 79.9 acre tract and the 3.75 acre tract, the following two (2) course and distances:

1. North 55°29'35" East, a distance of 6.09 feet to a concrete monument found;
2. North 20°03'33" West, a distance of 199.09 feet to a calculated point for the northwest corner of said 40 acre tract, being the southwest corner of a 40 acre tract described in a deed to the Veterans Land Board, recorded in Volume 2475, Page 123 of the Deed Records of Travis County, Texas, from which a concrete monument found for the called common corner of said 40 acre tracts bears North 61°46'22" West, a distance of 0.92 feet, and a 1/2" rebar found for an angle point in the west line of the 79.9 acre tract, being a common corner of said Lot 3 and the 3.75 acre tract, bears North 20°03'33" West, a distance of 116.43 feet;

THENCE South 61°46'22" East, crossing the 79.9 acre tract and the 119.32 acre tract, with the north line of the 40 acre tract described in Volume 5094, Page 2176 of the Deed Records of Travis County, Texas, being the south line of the 40 acre tract described in Volume 2475, Page 123 of the Deed Records of Travis County, Texas, passing a concrete monument found at a distance of 1597.21 feet and continuing, for a total distance of 1597.94 feet to a calculated point in the east line of the 79.9 acre tract, being the east line of the 119.32 acre tract, for the northeast corner of the 40 acre tract described in Volume 5094, Page 2176 of the Deed Records of Travis County, Texas, same being the southeast corner of the 40 acre tract described in Volume 2475, page 123 of the Deed Records of Travis County, Texas, also being in the west line of said 467.5 acre tract, from which a 60D nail found bears South 57°30'53" East, a distance of 2.85 feet, and a 1/2" rebar with "Chaparral" cap set for the northeast corner of the 79.9 acre tract, being the northeast corner of the 40 acre tract described in Volume 2475, Page 123 of the Deed Records of Travis County, Texas, same being a corner of said Lot 3, also being an angle point in the west line of the 467.5 acre tract, bears North 27°59'03" East, a distance of 923.50 feet;

THENCE South 27°59'03" West, with the common line of the 79.9 acre tract, the 119.32 acre tract, the 40 acre tract described in Volume 5094, Page 2176 of the Deed Records of Travis County, Texas and the west line of the 467.5 acre tract, at a distance of 1087.06 feet passing 0.40 feet right of a 1/2" iron pipe found, at 2228.97 feet passing 1.32 feet left of a 1/2" iron pipe found, and continuing, for a total distance of 2371.79

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feet to the **POINT OF BEGINNING**, containing 42.064 acres of land, more or less.

Surveyed on the ground on April 28, 2015. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from The National Geodetic Survey (NGS) on-line positioning user service (OPUS) for Chaparral control point "P765". Attachments: Survey Drawing No. 759-011-TR2.

eu

6/05/2015

Eric J. Dannheim Date
Registered Professional Land Surveyor
State of Texas No. 6075
TBPLS Firm No. 10124500





Council Question and Answer

Related To	Item #17	Meeting Date	May 9, 2019
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Additional Answer Information

Approve a resolution accepting the results of the Audit of the Actuarial Valuations, Studies, and Reports for the City's three pension systems, City of Austin Employee's Retirement System, Austin Fire Fighters Relief and Retirement Fund, and the Austin Police Retirement System.

QUESTION/ANSWER: Council Member Flannigan's Office

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