



May 19, 2022

Questions and Answers Report



Mayor Steve Adler

Council Member Natasha Harper-Madison, District 1

Council Member Vanessa Fuentes, District 2

Council Member Sabino "Pio" Renteria, District 3

Council Member Josè "Chito" Vela, District 4

Council Member Ann Kitchen, District 5

Council Member Mackenzie Kelly, 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

Items #2 and 3: 2. Approve an ordinance amending the Fiscal Year 2021-2022 Tourism and Promotion Fund (Ordinance No. 20210811-001) to increase appropriations by a total of \$1,082,155 to support the Austin Convention and Visitors Bureau's recovery from the financial challenges resulting from the COVID-19 pandemic. Related to Item #3.

3. Approve a resolution amending the Austin Convention and Visitors Bureau, d/b/a Visit Austin, Fiscal Year 2021-2022 Marketing Plan and Approved Budget to increase the Budget by \$1,082,155 for a revised Budget amount of \$12,586,863; amending the contract payment from the City to Visit Austin to establish that payment, as required by Chapter 351 of the Texas Tax Code, in an amount up to \$8,281,613; and authorizing the City Manager to file the approved documents with the City Clerk's Office as required by the Texas Tax Code. Related to Item #2.

COUNCIL MEMBER KELLY'S OFFICE

1) *Are there plans to advertise in other cities? Airports? Radio? TV? In-flight ads? Could we see examples of the advertising?*

See attached pdf document titled 'Visit Austin Advertising Overview'.

2) *Where is the money available in the budget?*

Funding for this budget amendment is available in the Tourism & Promotion Fund and the Austin Convention Center Operating Budget.

Item #5: Authorize the execution of an interlocal agreement with Austin Independent School District (AISD) to expand access to no-cost full-day pre-kindergarten for three-year-old students residing within AISD's school boundary through December 31, 2024 in an amount not to exceed \$902,075.

COUNCIL MEMBER FUENTES' OFFICE

1) *Which AISD campuses will be selected for the Pre-K 3 classes?*

Allison (78741), Houston (44), Overton (24), and Padron (58).

2) *Will any of these classes be offered as dual language?*

All are dual language.

Item #5: Authorize the negotiation and execution of an agreement with Brian Joseph for artwork for the Austin Convention Center Warehouse Art in Public Places Project, in an amount not to exceed \$100,000.

COUNCIL MEMBER VELA'S OFFICE

- 1) *Can you provide a list of the campuses that will be impacted by the expansion of this program?*
Allison (78741), Houston (44), Overton (24), and Padron (58)

Item #6: Authorize the negotiation and execution of an agreement with Brian Joseph for artwork for the Austin Convention Center Warehouse Art in Public Places Project, in an amount not to exceed \$100,000.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Could you please outline the scope of the art project?*

The selected artist will be charged with integrating artwork into the design of the new Austin Convention Center Warehouse and Marshalling Yard building located near the intersection of U.S. Highway 183 and Texas Highway 71. Measuring approximately 340' long x 30' high, the south-facing wall of the warehouse provides strong potential for a large-scale mural project. The artist will be expected to gather community input in the development of their design.

- 2) *Will it be multiple pieces or a single piece such as a mural?*
A single mural.

- 3) *How did we choose this artist?*

On April 9th, 2021, a Request for Qualifications (RFQ) opened to eligible visual artists and artist teams over 18-years of age who live and/or work in the Austin metropolitan area. On September 22nd, 2021, an independent jury comprised of three local visual artists reviewed 59 applications and selected four finalists to interview: Fidencio Duran, Brian Joseph, Raisin in the Sun, and Lucas Aoki/Samson Barboza. On September 29th, 2021, the jury virtually interviewed the four finalists and unanimously selected Brian Joseph as the selected artist and Fidencio Duran as the alternate. Susana Almanza and Fred McGhee of the Montopolis Neighborhood Association served as community advisors during the selection process.

Item #11: Authorize negotiation and execution of an amendment to the professional services agreement with HDR Engineering, Inc., for engineering services for the Corridor Improvements Project in the amount of \$12,000,000 for a total contract amount not to exceed \$70,058,000. [Note: This amendment will be awarded in compliance with City Code 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program). Current participation to date is 15.15% MBE and 16.88% WBE.]

COUNCIL MEMBER VELA'S OFFICE

- 1) *What was the initial budget for this contract with HDR? Is Staff expecting future amendments? What is the expected mbe/wbe participation % for this new amendment?*

The Corridor Improvements Consultant contract is set up as a master Professional Services Agreement with Supplemental Agreements anticipated for each major stage of work to implement the 2016 Bond Corridor Mobility Program. The Professional Services Agreement was first approved by Council on February 9, 2017 for an initial \$8 million. The original PSA RCA states that "Upon the successful completion of Phase 1, Phase 2,

Phase 3, and Phase 4, and Council approval of the Corridor Construction Program recommendations, the contract may then be extended to complete the remainder of the program. The City reserves the right to proceed with all, only a portion, or none of the proposed Phase 5 services based on priorities and budget constraints in consultation with City Council." The amendment proposed for May 19, 2022 allows for Phase 5 services to continue to support the implementation of the Corridor Construction Program, specifically:

- 1) Project management
- 2) Program-level technical review/oversight
- 3) Program controls/reporting
- 4) CCP Implementation Assistance
- 5) Supplemental Design Phase Services
- 6) Program delivery system and tools development and implementation support
- 7) Communications and public outreach support
- 8) MBE/WBE outreach support, including certification, technical, and procurement assistance
- 9) Real Estate acquisition coordination services
- 10) Utility coordination services

Additional contract authority to support contract amendments will be evaluated on an annual basis until the Corridor Construction Program implementation is complete. If additional authority is needed, staff will return to Council for their consideration.

At this time, MBE/WBE Subconsultant participation for this authorization is unknown. Prior to issuance of a notice to proceed, the Prime consultant will submit their subconsultant utilization plan that will demonstrate how they will use their approved subconsultants in accordance with the established procedures and the MBE/WBE Procurement Ordinance and Rules. SMBR established MBE/WBE goals (in total: MBE 15.8% and WBE 15.8%) for this solicitation. Those goals apply to the overall contract, including this amendment. Currently, HDR Engineering is achieving in total 15.15% MBE and 16.88% WBE participation. SMBR closely monitors this contract.

Item #12: Authorize negotiation and execution of a professional services agreement with the following 11 staff recommended firms (or other qualified respondents) for Request for Qualifications Solicitation No. CLMP333: Cobb Fendley and Associates, Inc.; Stantec Consulting Services, Inc.; Miller Gray, LLC (WBE); Doucet and Associates, Inc. (WBE); MWM Design Group, Inc. (WBE); Kimley-Horn and Associates, Inc.; HDR Engineering, Inc.; Weston Solutions, Inc.; Atkins North America, Inc.; Halff Associates, Inc.; and LJA Engineering, Inc.; for Engineering Services for the 2022 Small Diameter Water and Wastewater Pipeline Engineering Services Rotation List in an amount not to exceed \$12,000,000. [Note: 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.]

COUNCIL MEMBER VELA'S OFFICE

1) Can you share the reasoning behind selecting 11 firms?

It was determined that 11 firms would be selected for the new 2022 Small Diameter Water and Wastewater Pipeline Engineering Services by the City's Rotation List Advisory Committee, comprised of the Small Minority Business Resource Department, Public Works, and Austin Water. Historical data such as utilization rate, number of assignments, average dollar amount of assignments, projected number of projects, and the availability of 11 firms on the 2022 Large Diameter Water and Wastewater Pipeline Rotation List are reasons why that number of firms were selected for this rotation list.

2) What barriers, if any, exist for expanding this list?

The Law Department will provide a communication to Council that will advise of barriers that exist to expanding the list.

Item #18: Ratify multiple emergency contracts with various contractors to provide goods and services related to the Coronavirus pandemic in the amount of \$41,913,374. (Note: These contracts are exempt from the City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established).

COUNCIL MEMBER FUENTES' OFFICE

1) Please describe how the City of Austin is preparing for continued COVID testing and vaccination sites for the rest of this calendar year. To what extent will at-home test kits be made available to vulnerable communities?

Regarding COVID testing, Austin Public Health (APH) is evaluating operations on a month-to-month basis. APH is also evaluating operations based on public demand for these services, and closely monitoring a variety of key indicators to ensure the ability to scale up if there is an additional surge. APH will continue to distribute rapid test kits while supplies last and monitor demand to determine if there is a need to replenish the cache provided by the Texas Department of Emergency Management. APH also has an existing contract for At-Home test kits that can be utilized if the need arises.

Regarding vaccination sites, the last mass clinic site, Sims Elementary, will close 6/25/22. Afterwards, vaccination efforts will focus on outreach and mobile, pop-up, and home visits. APH will remain nimble enough to expand for possible future outbreaks; otherwise, APH will focus on the most vulnerable populations and those with the lowest vaccination rates.

APH is also working with FSD Central Procurement to solicit three separate contracts for Turnkey Providers to manage Testing and Vaccine Operations moving forward, and a separate contract for Lab Services for clients that use APH as their COVID testing provider. These requests are scheduled to go before Council for approval late summer.

Item #18: Ratify multiple emergency contracts with various contractors to provide goods and services related to the Coronavirus pandemic in the amount of \$41,913,374. (Note: These contracts are exempt from the City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established).

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Could we please see all of the invoices that were issued for all the services listed in this agenda item?*
Staff are working to compile the requested information, but please be advised it is voluminous and will take significant time to gather. In the interest of time and in the short-term, please find attached a high-level breakdown of the contracts including the amounts and contractors. Staff will follow up with additional details as soon as they are available.

Item #19: Authorize a fee-in-lieu of onsite affordable housing for a proposed mixed-use development subject to Plaza Saltillo Transit Oriented Development Regulating Plan and located at or near 1205 E. 4th Street, Austin, Texas 78702.

COUNCIL MEMBER TOVO'S OFFICE

- 1) *Please provide additional or clarifying details as to the developer's compelling reason for why housing required for the Regulating Plan's bonus program cannot be provided on-site.*
Staff has worked with the applicant to better understand the compelling reason or requesting to pay the fee in lieu of providing on-site affordable housing. To date, the applicant has not provided a justification that staff would qualify as a compelling reason. The justifications provided by the applicant include: (1) the project was originally designed as an office product and was amended to include the minimum amount of residential space as required by the live/work subdistrict of the Plaza Saltillo TOD; (2) the construction materials chosen for this project increase the total cost of construction, limiting the ability of the developer to absorb the increased costs associated with long-term affordability regulations; (3) due to these increased costs, the project requires the increased square footage provided by the density bonus; and (4) the minimum amount of affordable housing cannot be provided on site as the total amount of residential square footage falls below this minimum.

Staff has reviewed and assessed these claims. While finding all assertions by the applicant to be true, the decisions that have led to this request were voluntary. Staff has proposed multiple alternatives to the applicant to resolve this issue, included a full redesign of the project, a request to rezone the property, or a request for subsidy through the Rental Housing Development Assistance program. The applicant has been uninterested in these alternatives to date.

Item #27: Authorize negotiation and execution of Amendment No. 4 to the agreement with the University of Texas at Austin to provide African American mental health and wellness services, to add three 12-month extension options each in an amount not to exceed \$178,685, for a revised total agreement amount not to exceed \$1,072,110.

COUNCIL MEMBER TOVO'S OFFICE

1) *Does UT administer this program itself? Or does UT contract with another org(s)?*

Yes, the UT School of Nursing administers the program.

Item #27: Authorize negotiation and execution of Amendment No. 4 to the agreement with the University of Texas at Austin to provide African American mental health and wellness services, to add three 12-month extension options each in an amount not to exceed \$178,685, for a revised total agreement amount not to exceed \$1,072,110.

COUNCIL MEMBER KELLY'S OFFICE

1) *What churches are being considered for funding?*

No churches are being considered for funding. Through this agreement, the City funds the UT School of Nursing to provide church-based mental health and wellness services. The School of Nursing has been working closely with Mt. Zion Baptist Church and Rehoboth Baptist Church.

2) *What are the mental health services being provided?*

Over the past 3 years, the School of Nursing has provided an array of mental/holistic health programs, including monthly wellness discussion groups on topics such as grief, loss, loneliness, racism, flu and COVID vaccination, heart health, healthy eating, physical activity, medication safety and end of life discussions. The program has also provided Mental Health First Aid trainings, connected individuals with mental health care when needed and provided consultation to Pastors to help them navigate conversations regarding mental health care with their congregants.

3) *What programs like this have the University of Texas at Austin completed in the past?*

In addition to Item #27, the City of Austin is funding two programs where the UT School of Nursing is partnering with community organizations.

The partnership with *Mama Sana Vibrant Woman* provides culturally resonant and quality prenatal and postnatal care in Austin and Travis County using a reproductive justice model. The partnership with the *Alliance for African American Health in Central Texas* provides peer coaching and support to help people achieve optimal physical, mental, and social well-being through physical activity and healthy eating.

Previous programs completed in the past include:

- a. Numerous pilot studies that focus on self-management support for chronic conditions.
- b. A statewide Community Health Worker (CHW) workforce analysis throughout Texas to better understand the support and training needs of CHWs.
- c. The development and delivery of numerous trainings to help CHWs develop specialty knowledge and skills to promote community health.

4) *What are future programs planned?*

At this time, the City does not have plans to fund additional UT School of Nursing programs.

Item #28: Authorize negotiation and execution of an agreement with Austin Independent School District to provide one-time funding for a pilot program to increase access to resources for parents and families, for a 24-month term beginning July 1, 2022, for an amount not to exceed \$520,000.

COUNCIL MEMBER FUENTES’S OFFICE

1) *How is the role of a Community Coordinator different from a Parent Support Specialist? How much would these coordinators get paid? How much are Parent Support Specialists paid?*

A Community Coordinator is affiliated with the Family Resource Centers program through Austin Independent School District (AISD) and will work with families who utilize those resources to increase connections to other community resources.

The goals of the Family Resource Centers are to:

- support the strengthening of existing AISD/Austin Voices’ Family Resource centers into community-based “resilience hubs” that are ready to support neighborhoods in crisis;
- increase connections between service partners and grassroots organizations that build a safety net of services aimed at increasing family stability and community resilience;
- provide opportunities for parents, campus and community partners to plan campus/community improvements using the community school model;
- increase the number of community-based events that increase positive connections between schools and their surrounding communities; and
- extend coordinated adult education opportunities through a vertical team “adult academy,” that will leverage community partners offering adult education courses as a way to increase long-term family stability and positive involvement in education.

The Community Coordinator is expected to be paid \$56,250 plus benefits for a full year.

Parent Support Specialists specifically work with parents or families of youth attending AISD schools with three primary goals:

- Develop and promote inclusive family friendly schools;
- Facilitate and promote parent education and conduct communications and outreach;
- Develop parent leaders and Parent / PTA.

Based on information from AISD, the average Parent Support Specialist’s salary is \$33,106 plus benefits for 209 duty days (approximately 42 weeks.)

Item #28: Authorize negotiation and execution of an agreement with Austin Independent School District to provide one-time funding for a pilot program to increase access to resources for parents and families, for a 24-month term beginning July 1, 2022, for an amount not to exceed \$520,000.

COUNCIL MEMBER VELA’S OFFICE

1) *Will these Community School Coordinators work with Parent Support Specialists?*

The Community School Coordinator is affiliated with the Family Resource Centers program through the Austin Independent School District (AISD) and will work with families who utilize those resources to increase connections to other community resources.

2) *Will they be adding capacity to PSS or working on different projects?*

The Community School Coordinators will not be working directly with PSS; they will be placed within the Family Resource Centers (FRCs) program structure to increase the services provided to families utilizing the FRCs.

The goals of the Family Resource Centers are to:

- support the strengthening of existing AISD/Austin Voices' Family Resource centers into community-based "resilience hubs" that are ready to support neighborhoods in crisis;
- increase connections between service partners and grassroots organizations that build a safety net of services aimed at increasing family stability and community resilience;
- provide opportunities for parents, campus and community partners to plan campus/community improvements using the community school model;
- increase the number of community-based events that increase positive connections between schools and their surrounding communities; and
- extend coordinated adult education opportunities through a vertical team "adult academy," that will leverage community partners offering adult education courses as a way to increase long-term family stability and positive involvement in education.

3) *Will these CSC be placed at specific schools? And if so, which schools will they be working from?*

Yes, they will work at the existing Family Resource Centers at Burnet, Dobie, Martin and Webb Middle Schools.

Item #28: Authorize negotiation and execution of an agreement with Austin Independent School District to provide one-time funding for a pilot program to increase access to resources for parents and families, for a 24-month term beginning July 1, 2022, for an amount not to exceed \$520,000.

COUNCIL MEMBER KELLY'S OFFICE

1) *Please outline the specific resources provided by this program.*

Community School Coordinators will focus on strategies that will build on existing Family Resource Center (FRC) services to grow the FRCs into neighborhood resilience hubs.

Strategies include:

- working with city, county and other partners to develop crisis plans, with FRCs acting as points of service delivery during crisis events.
- hosting monthly meetings with service and grassroots partners to strengthen connections and improve safety net strategies.

- working as part of the FRC teams to extend partner services and social services training to all campuses in target vertical teams.
- holding twice-yearly community school planning dinners, as well as other events that involve parents and community stakeholders in school improvement planning based on the community school model.
- supporting community-wide resource events sponsored by Austin Voices, such as HopeFest at Northeast High School and assisting campuses with the creation of new family resource events.
- gathering data through family and teacher surveys that will assist in the creation of strategies to reduce barriers, improve conditions and increase opportunities for learning.
- supporting the success of vertical team adult education programs through publicity, partner recruiting and enrollment strategies.
- recruiting and training parents as part of Austin Voices' "community block leader program" to be resource experts and advocates in their communities.
- and recruiting and training volunteers to support FRC outreach activities and events.

2) *Please list who the program plans on working with related to the following:*

Community Partners: Central Texas Food Bank, El Buen Samaritano, African-American Youth Harvest Foundation, People's Community Clinic, Austin Energy, Austin Community College, Phoenix House, Communities in Schools, Boys and Girls Club, Goodwill Central Texas, Council on At-Risk Youth, River City Youth Foundation, Austin Public Health, Austin Public Library, Austin Parks and Recreation, Housing Authority of the City of Austin, Skillpoint Alliance, Go Austin Vamos Austin, Dell Medical School, CommUnity Care, Central Health, Verde Leaders (Austin FC), Travis County Health and Human Services, Assistance League of Austin, United Way for Greater Austin, Hope Thrift Store, Education Austin, Family Eldercare, Ending Community Homelessness Coalition, Children's Optimal Health, Worker's Defense Project, YMCA, St. David's Foundation, Ascension, SAFE Alliance, Foundation Communities, Workforce Solutions, Center for Child Protection, Travis County Underage Drinking Prevention Program and Lonestar Circle of Care

Campuses: Community School Coordinators will be based at Burnet, Dobie, Martin and Webb Middle Schools, and will work with surrounding elementary and high schools in those communities through vertical teams.

Grassroots/Community Groups: Neighborhood Associations and Contact Teams in the neighborhoods around the four middle schools, such as Restore Rundberg/Rundberg Alliance, St. John Neighborhood Association, North Austin Civic Association; Faith-based institutions (churches, volunteer groups); volunteer groups from the University of Texas, St. Edward's University, Huston-Tillotson University and other social justice and racial equity partners.

Item #29: Authorize the negotiation and execution of an agreement with the Quality of Life Foundation for job placement and training services for the Emerging Leader Summer Internship Program, in an amount not to exceed \$120,000.

COUNCIL MEMBER VELA'S OFFICE

- 1) *Can you share information about how many students participate in this program annually and what the demographics of the participants are, including what high schools they attend?*

how many students participate in this program annually: 75-85

what the demographics of the participants: High school students, grades 9th through 12th, ages 15 -18

high schools: city resident students who attend various schools representing 24 high schools, charter and home schools

Item #29: Authorize the negotiation and execution of an agreement with the Quality of Life Foundation for job placement and training services for the Emerging Leader Summer Internship Program, in an amount not to exceed \$120,000.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *When are the field trips to the government and Participating in a Culminating Ceremony planned, if so, what are the plans?*

There are no field trip scheduled to the government. The Culminating Ceremony is scheduled for 7/22/22 at City Hall

Item #31: Approve an ordinance amending City Code Chapter 13-7 (Vehicle Immobilization Services) to authorize use of vehicle boots that may be removed by a vehicle owner and deposited in an on-site receptacle, and to prohibit imposing a security deposit for vehicle boots.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *What are the projected costs (per boot) for boots that are stolen or damaged due to the self-servicing process?*

Private vehicle immobilization (booting) companies have reported that the code-release booting devices they utilize for self-removal services cost approximately \$1000.00 each. However, there is no cost to the City as they will operate on private property.

- 2) *Would the City or the vehicle immobilization service be responsible for the replacement of the stolen or damaged boot?*

Private vehicle immobilization (booting) companies operate their services on private properties. Therefore, the City would not be liable for any damaged or lost devices. Booting companies would be financially responsible for their own devices.

Item #31: Approve an ordinance amending City Code Chapter 13-7 (Vehicle Immobilization Services) to authorize use of vehicle boots that may be removed by a vehicle owner and deposited in an on-site receptacle, and to prohibit imposing a security deposit for vehicle boots.

COUNCIL MEMBER ELLIS'S OFFICE

- 1) *How will the City ensure that self-removed boots do not end up in our waterways, posing an environmental hazard? Will ATD and/or WPD implement procedures for retrieving dumped self-removed boots from the lake or other bodies of water, similar to our mitigation of dumped micro-mobility devices, and to what extent will the City hold vehicle immobilization*

companies responsible for such dumping? Do the self-removable boots have GPS technology?

The City of Austin licenses private companies to perform vehicle immobilization (booting) services within privately owned parking facilities under Chapter 13-7 of City Code. During discussions with private booting companies, they have relayed that the replacement cost for an electronic booting device is \$1000.00.

Vehicle immobilization companies are responsible for their own devices and would be liable to retrieve any devices found unattended in the City and to reimburse the City for any potential damages that might arise from the misuse or misplacement of a booting device. Like traditional booting devices, electronic booting devices do not usually have built-in GPS. However, each company must send a description and photograph of the devices their company utilizes to the Mobility Services Division for approval as a licensing requirement. Therefore, if a device were to be discovered unattended in the City, City staff would be able to contact the responsible booting company for retrieval, as well as for reimbursement for any potential damages. Additionally, when a booting device is placed upon a vehicle by booting company personnel, information pertaining to the vehicle is logged. Therefore, if a device placed upon a vehicle became lost or damaged, a booting company could then pursue civil damages against the vehicle owner.

Item #35: Approve a resolution declaring the City's support for inclusive reproductive care, amending the City's legislative agenda to include support for The Access to Infertility Treatment and Care Act, and directing the City Manager to study and report back on the inclusion of family building support, such as fertility and adoption and fostering assistance, for City employees.

COUNCIL MEMBER KELLY'S OFFICE

1) *What is the projected cost of the pilot program?*

There is no cost estimate at this time.

2) *Are these services available to employees who have health insurance currently at the city? What are the details of those services, including costs?*

The proposed services (IVF, cryopreservation, and support for adoption, foster care, and kinship placement services) are not currently available through the City's health insurance plan. Staff is contracting with our actuary to complete a study and provide recommendations. New studies take at least six months to complete and corresponds with the 180 days sets forth in the resolution. The City does provide fertility testing and counseling and does provide paid parental leave to families, including those who foster and/or adopt.

Item #38: Approve an ordinance waiving or reimbursing Fiscal Year 2021-2022 Parks and Recreation Department training fees for lifeguards.

COUNCIL MEMBER FUENTES' OFFICE

1) *How many lifeguards have been hired for the summer season?*

As of May 12, 2022, 196 Lifeguards have been trained and hired on to work for the City of Austin.

2) *How many more lifeguards are needed to maintain normal operations at City of Austin pools?*

To operate all 34 life-guarded City of Austin pools, approximately 750 Lifeguards are required. We currently need about 550 additional Lifeguards trained and hired in order to operate all of our pools on a schedule similar to 2019.

Item #38: Approve an ordinance waiving or reimbursing Fiscal Year 2021-2022 Parks and Recreation Department training fees for lifeguards.

COUNCIL MEMBER TOVO'S OFFICE

1) *How many lifeguard applications has PARD received for summer 2022?*

As of May 17, 2022, PARD Aquatic Division has received 632 applications for Lifeguard. Typically lifeguard applicants have a 50% attrition rate as they move through the application and training process.

2) *Since January 1, how many job offers has PARD extended to lifeguards?*

Conditional offers are given to all 632 applicants, pending completed paperwork, approved background check and successful completion of the lifeguarding class. Since January, we have certified 77 new Lifeguards and 83 returning Lifeguards. The Aquatic Division currently has 207 lifeguards ready to work.

3) *One constituent reports that she filed a lifeguard application on 4/17/22 and has not yet heard from PARD. Is this an anomaly? If not, can PARD receive additional support from Human Resources or other departments to assist with managing these applications?*

Candidates who applied on-line and meet the minimum qualifications are entered into an electronic hiring system. That system auto-generates an email that goes to candidates about next steps in the hiring process and includes attachments that the candidate can fill out prior to going to the Aquatics office, the address of the office, and a contact for questions. The HR team has hired an additional HR team member to assist, as well as using an additional staff member to reach out to candidates that have applied. The Aquatic Division is exploring a text messaging system to update the way we communicate, as texting is a more common mode of communication today. Parks and Recreation emails likely get lost in a junk folder or many candidates may not check their email on a regular basis. If we have not heard back from an applicant after the auto email, we typically reach out one additional time via email and once more by phone if a number was provided in the application. All communication is logged for verification, we would suggest any applicant who has not received communication to reach out to the Aquatic Division directly as it is likely a typo in the email address provided.

Item #38: Approve an ordinance waiving or reimbursing Fiscal Year 2021-2022 Parks and Recreation Department training fees for lifeguards.

COUNCIL MEMBER ELLIS'S OFFICE

1) *How many people have applied to become lifeguards and of those, how many have been hired?*

As of May 17, 2022, PARD Aquatic Division has received 632 applications for Lifeguard. Typically lifeguard applicants have a 50% attrition rate as they move through the application and training process. The Aquatic Division currently has 207 lifeguards ready to work.

Item #43: Set a public hearing to consider an ordinance authorizing an amendment to the Land Development Standards Agreement with Manor Independent School District to extend the term of the agreement by five years. (Suggested date: June 9, 2022, at Austin City Hall, 301 W. Second Street, Austin, Texas)

COUNCIL MEMBER FUENTES'S OFFICE

- 1) *Please provide a copy of the Land Development Standards Agreement.*
Please see attached.

Item #48: Council discussion related to regulations applicable to Vertical Mixed-Use buildings. Public comment will be heard, but no action taken.

COUNCIL MEMBER KITCHEN'S OFFICE

Staff suggested, as part of their VMU mapping, that 53% of the parcels could not build to their base zoning height due to current compatibility standards and 66% of those sites could not utilize the 30 foot height bonus offered in VMU2 due to current compatibility.

As we overlay the lot depth analysis mapping we recognize many of these VMU lots are small and/or very narrow in depth. We have gotten some feedback during other zoning cases related to parking garage size requirements and indications that those requirements can be limiting factors on ability to utilize structured parking.

- 1) *What is a minimum lot size necessary to utilize structured parking?*

There is no minimum lot size prescribed in the code for the utilization of structured parking, and VMU developments have no minimum site area requirements.

The size of parking garages will scale depending on the size of the development. There are VMU projects that utilize structured parking that are on lots smaller than 13,000 square feet; however, the median lot size of complete VMU projects is about 100,000 square feet.

The viability of structured parking is highly contextual and changes quickly with technology advancements and economics. This question is best suited for individual developers to answer depending on the project.

- 2) *Are there tracts in the "Vertical Mixed-Use 2 and Compatibility" mapping that are too small to provide structured parking?*

See response to question 1.

The "Vertical Mixed-Use 2 and Compatibility" web map is showing all sites with VMU zoning regardless of parcel size.

In the summary calculations about the impact of compatibility on VMU feasibility that staff included in Council backup, sites smaller than 10,000 square feet were excluded.

Additionally, sites that could not achieve the proposed VMU2 bonus height for 10,000

contiguous square feet in area were also not considered feasible. Staff used 10,000 square feet as a general threshold for this type of development.

- 3) *Are there tracts in the mapping that are too small to functionally support a 60' structure? A 90' structure? What percent and why? What factors impact?*

VMU developments have no minimum site area requirements. Much like with structured parking there are many variables at play that may affect development feasibility for different projects such as site-specific constraints, construction type, and construction costs. Staff used 10,000 square feet as a general threshold for this type of development.

Nearly 75% of VMU-zoned parcels are larger than 10,000 square feet outright. However, the remaining parcels could be aggregated with adjacent sites and still potentially support this type of development.

See response to question 2.

- 4) *What percent of parcels can't build to their base zoning height because of dimensional / physical constraints?*

Staff do not have capacity to complete analysis with this level of site-specific detail.

- 5) *What percent of parcels can't build to their base zoning height because of factors other than compatibility?*

Staff do not have capacity to complete analysis with this level of site-specific detail.

- 6) *Are the 55% and 66% staff indicated numbers changed when factoring for dimensional / physical constraints due to limited size of parcel?*

See response to question 2.

- 7) *Of the tracts identified with physical limitations, how many would be made viable with aggregation of adjacent property?*

Staff do not have capacity to complete analysis with this level of site-specific detail.

- 8) *Of tracts identified with physical limitations, how many would be made viable with no on-site parking requirement?*

Staff do not have capacity to complete analysis with this level of site-specific detail.

- 9) *Of the VMU tracts identified, what percentage of lots have existing relatively new development or are in the pipeline for development and what percentage of VMU zoned tracts have actual potential for future development? ie) What is actual future potential for existing V tract development?*

Staff estimates that 9% of all VMU-zoned parcels in Austin have developed, redeveloped since 2010, or are under construction. This estimate does not include remodels of buildings that existed before 2010.

Of the VMU-zoned sites that have developed since 2010, 36% participated in the VMU program. The remaining 64% of VMU-zoned sites that developed since 2010 did not utilize VMU. However, 6% did develop as affordable housing projects by some other means.

Staff cannot complete a site-specific analysis to analyze development potential of all VMU-zoned sites. Less than 10% of all VMU-zoned parcels have developed or redeveloped since 2010, leaving 91% of VMU-zoned parcels more likely for future development of some type. We cannot guarantee or speculate how many may develop under the VMU program.

In an analysis of VMU-zoned parcels that have not developed since 2010, staff found that 53% could not build to their base zoning height due to compatibility standards. Additionally, more than 66% of those sites could not utilize the 30-foot height bonus proposed in VMU2 due to compatibility standards. ([Per the response to Q&A Number 1 from Mayor Adler for Item #33 on Council's April 21 Agenda](#))

Of the 91% that have not redeveloped, 71% of those are sites larger than 10,000 square feet. Site size larger than 10,000 square feet is not a strict rule for development feasibility but may give some additional context for the remaining parcels. Additionally, aggregation of adjacent property may be a factor in development feasibility for smaller sites.

Of the VMU-zoned parcels that have not developed since 2010, 58% have Conditional Overlays, or CO. CO's may control several different site development standards on a site including limiting height, building size or coverage, or others. Staff were not able to research all 800+ CO's on VMU-zoned sites but acknowledge that they may further restrict development potential.

Item #58: Conduct a public hearing and consider a request by Foxtrot Market, located at 4818 Burnet Road, for a waiver of the distance requirement of City Code Section 4-9-4(A) which requires a minimum 300-foot separation distance between a business selling alcoholic beverages and a school.

COUNCIL MEMBER TOVO'S OFFICE

1) Was Rosedale school or AISD consulted in regards to the waiver?

Staff has not reached out directly, but the applicant has and has indicated that AISD will remain neutral.

Item #72: C14-99-0069.01 - 200 S Congress Avenue - Conduct a public hearing and approve an ordinance amending City Code Title 25 by rezoning property locally known as 200, 208, 210, and 220 ½ South Congress Avenue (Lady Bird Lake Watershed). Applicant Request: To rezone from limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning to limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning, to change conditions of zoning. The ordinance may include modifications of City regulations. Staff Recommendation: To grant limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning, to change conditions of zoning. Planning Commission Recommendation: To grant limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning, to change conditions of zoning, with conditions. Owner: Rivian Lone Star Holdings, LLC (Isaac Howell). Applicant: Drenner Group, PC (Leah M

Bojo). City Staff: Wendy Rhoades, 512-974-7719. A valid petition has been filed in opposition to this rezoning request.

COUNCIL MEMBER TOVO'S OFFICE

- 1) *Knowing that every property needs access to a public right of way, what would happen if we vote "no" and the property owner loses their Hyatt access?*

If for any reason, the property owner loses their joint access with Hyatt, s/he would need to look for an alternate access other than to Barton Springs Road. Because, any access to Barton Springs Road that close to the intersection and through the 'Bat Plaza/Park' would create significant safety issues both for public as well as for the patrons of the proposed development.

ATD previously made safety improvements at the intersection to remove the slip-ramp from southbound South Congress to westbound Barton Springs Road. These improvements addressed several safety issues: (1) it slowed traffic making that right turn reducing vehicle crashes, (2) it created separate bike and pedestrian facilities to reduce conflicts between users maneuvering the intersection, and (3) it provided a safe transition from the protected bike lanes on South Congress Avenue through the intersection.

Also, any permanent access to Barton Springs Road at that location would remove the bat sculpture and the Bat Park would be eliminated.

An alternate access (a right-in / right-out access) can be plausible from South Congress Avenue if the applicant develops the site accordingly.

- 2) *Would losing access through the Hyatt property require the applicant to come back and request the access prohibition be removed? If so, wouldn't we be required to vote "yes" at that point?*

If the Applicant loses their joint access through the Hyatt property, then they would be required to explore an alternate access point e.g. on South Congress Avenue.

Item #85 and AHFC Item #7: 85. Authorize negotiation and execution of a one-year contract with Family Eldercare to fund renovations at the Candlewood Suites located at 10811 Pecan Park Blvd, Austin, Texas 78750, known as the Pecan Gardens, a hotel conversion project to create new, permanent supportive housing in the City, for a total contract amount not to exceed \$3,903,216.13.

AHFC 7. Authorize negotiation and execution of a one-year contract with Family Eldercare to fund renovations at the Candlewood Suites located at 10811 Pecan Park Blvd, Austin, Texas 78750, known as the Pecan Gardens, a hotel conversion project to create new, permanent supportive housing in the City, for a total contract amount not to exceed \$3,903,216.13.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Could you please provide a copy of the agreement?*

Law is currently drafting the Family Eldercare contract. When a draft of the contract is available, staff will provide to the council office. Staff has been working diligently with Family Eldercare on a Scope of Work for the rehabilitation of the property. The current Scope of Work (both

narrative and plans) are attached. Details on the security contract will be provided before Thursday's council meeting.

- 2) *Could we please get a copy of the family Eldercare contract as well as the security contract to review?*

Law is currently drafting the Family Eldercare contract. When a draft of the contract is available, staff will provide to the council office. Staff has been working diligently with Family Eldercare on a Scope of Work for the rehabilitation of the property. The current Scope of Work (both narrative and plans) are attached. Details on the security contract will be provided before Thursday's council meeting.

AHFC Item #6: Authorize negotiation and execution of a loan agreement and related documents with Chestnut Neighborhood Revitalization Corporation, or an affiliated entity, in an amount not to exceed \$1,000,000 for an ownership housing development to be known as The Ivory at The Chicon (formerly known as The Chicon Phase II), located at or near 1309 Chicon Street, Austin, Texas 78702.

MAYOR ADLER'S OFFICE

- 1) *Please provide a disaggregated summary between Phase I and II of this project breaking down the units delivered and the per-unit direct and indirect subsidy.*

Under Phase 1, AHFC invested \$4,496,294 for a total production of 21 units at a true per unit subsidy of \$214,109. If Council approves the loan on May 19, the subsidy for this second phase, including the proportional cost of the land acquisition, totals to \$1,758,423; a per unit subsidy of \$43,960 across the 40 affordable units proposed in this phase.

- 2) *The application submitted for this project is for \$1m to build 40 units at 80% MFI and 13 units at 120%MFI. The backup for this agenda item indicates a request for \$1m for 61 units at 80% MFI and 20 units at market rate. Please share the proposed cost breakdown, similar to the standard application, for this 81 unit building.*

In 2012, Council approved a loan to Chestnut Neighborhood Revitalization Corporation (CNRC) for the acquisition of six parcels for the construction of a 33-unit multi-family 100% affordable development. In 2014, the developer revised the design to add 10 market rate units. By 2017, Council had invested approximately \$5M in the property, for a per unit subsidy of approximately \$150K. In 2019, CNRC completed construction of the first two buildings of the planned three-building development, selling 21 units to income qualified buyers and 12 units at market rate.

In August 2020, Council approved a loan for the pre-development work associated with a redesign of the third building in the development, for a total of 77 units in the development with 58 units affordable below 80% MFI. On May 19, AHFC Board will consider another loan to this development for \$1M. This additional request also finalizes the unit count at a total of 81 units with 61 affordable below 80% MFI. At a total subsidy for the entire development of \$6,254,717, the per unit subsidy for all 61 units equals \$102,536.

- 3) *The proposed 80% MFI sales price is calculated on a 4.5% mortgage interest rate at 10% down, please share what safeguards exist if borrowing costs increase prior to closing.*

Developers must price and market their units to eligible purchasers. Staff recommends developers price their units at the 70% MFI level, to ensure that the available market for these

units is not overly constrained. While interest rate fluctuation may impact a potential borrower's purchasing power, the onus is on the developer to ensure that the units committed to AHFC be sold to eligible purchasers at affordable rates.

- 4) *Please describe the qualification/selection process for the commercial spaces that are sold at below-market rates and provide any relevant details on the restrictive covenants that protect the affordability of the spaces.*

According to the developer - The CNRC Board selects local businesses to buy the commercial units at below market rates. The selection is based on the benefit the organization may provide to the neighborhood and their business plan. Currently there are no available mechanisms to restrict affordability of commercial units and no Restrictive Covenants are being placed on the property.



May 19, 2022

Questions and Answers Report



Mayor Steve Adler

Council Member Natasha Harper-Madison, District 1

Council Member Vanessa Fuentes, District 2

Council Member Sabino "Pio" Renteria, District 3

Council Member Josè "Chito" Vela, District 4

Council Member Ann Kitchen, District 5

Council Member Mackenzie Kelly, 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

Items #2 and 3: 2. Approve an ordinance amending the Fiscal Year 2021-2022 Tourism and Promotion Fund (Ordinance No. 20210811-001) to increase appropriations by a total of \$1,082,155 to support the Austin Convention and Visitors Bureau's recovery from the financial challenges resulting from the COVID-19 pandemic. Related to Item #3.

3. Approve a resolution amending the Austin Convention and Visitors Bureau, d/b/a Visit Austin, Fiscal Year 2021-2022 Marketing Plan and Approved Budget to increase the Budget by \$1,082,155 for a revised Budget amount of \$12,586,863; amending the contract payment from the City to Visit Austin to establish that payment, as required by Chapter 351 of the Texas Tax Code, in an amount up to \$8,281,613; and authorizing the City Manager to file the approved documents with the City Clerk's Office as required by the Texas Tax Code. Related to Item #2.

COUNCIL MEMBER KELLY'S OFFICE

1) *Are there plans to advertise in other cities? Airports? Radio? TV? In-flight ads? Could we see examples of the advertising?*

See attached pdf document titled 'Visit Austin Advertising Overview'.

2) *Where is the money available in the budget?*

Funding for this budget amendment is available in the Tourism & Promotion Fund and the Austin Convention Center Operating Budget.

Item #5: Authorize the execution of an interlocal agreement with Austin Independent School District (AISD) to expand access to no-cost full-day pre-kindergarten for three-year-old students residing within AISD's school boundary through December 31, 2024 in an amount not to exceed \$902,075.

COUNCIL MEMBER FUENTES' OFFICE

1) *Which AISD campuses will be selected for the Pre-K 3 classes?*

Allison (78741), Houston (44), Overton (24), and Padron (58).

2) *Will any of these classes be offered as dual language?*

All are dual language.

Item #5: Authorize the negotiation and execution of an agreement with Brian Joseph for artwork for the Austin Convention Center Warehouse Art in Public Places Project, in an amount not to exceed \$100,000.

COUNCIL MEMBER VELA'S OFFICE

- 1) *Can you provide a list of the campuses that will be impacted by the expansion of this program?*
Allison (78741), Houston (44), Overton (24), and Padron (58)

Item #6: Authorize the negotiation and execution of an agreement with Brian Joseph for artwork for the Austin Convention Center Warehouse Art in Public Places Project, in an amount not to exceed \$100,000.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Could you please outline the scope of the art project?*

The selected artist will be charged with integrating artwork into the design of the new Austin Convention Center Warehouse and Marshalling Yard building located near the intersection of U.S. Highway 183 and Texas Highway 71. Measuring approximately 340' long x 30' high, the south-facing wall of the warehouse provides strong potential for a large-scale mural project. The artist will be expected to gather community input in the development of their design.

- 2) *Will it be multiple pieces or a single piece such as a mural?*
A single mural.

- 3) *How did we choose this artist?*

On April 9th, 2021, a Request for Qualifications (RFQ) opened to eligible visual artists and artist teams over 18-years of age who live and/or work in the Austin metropolitan area. On September 22nd, 2021, an independent jury comprised of three local visual artists reviewed 59 applications and selected four finalists to interview: Fidencio Duran, Brian Joseph, Raisin in the Sun, and Lucas Aoki/Samson Barboza. On September 29th, 2021, the jury virtually interviewed the four finalists and unanimously selected Brian Joseph as the selected artist and Fidencio Duran as the alternate. Susana Almanza and Fred McGhee of the Montopolis Neighborhood Association served as community advisors during the selection process.

Item #11: Authorize negotiation and execution of an amendment to the professional services agreement with HDR Engineering, Inc., for engineering services for the Corridor Improvements Project in the amount of \$12,000,000 for a total contract amount not to exceed \$70,058,000. [Note: This amendment will be awarded in compliance with City Code 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program). Current participation to date is 15.15% MBE and 16.88% WBE.]

COUNCIL MEMBER VELA'S OFFICE

- 1) *What was the initial budget for this contract with HDR? Is Staff expecting future amendments? What is the expected mbe/wbe participation % for this new amendment?*

The Corridor Improvements Consultant contract is set up as a master Professional Services Agreement with Supplemental Agreements anticipated for each major stage of work to implement the 2016 Bond Corridor Mobility Program. The Professional Services Agreement was first approved by Council on February 9, 2017 for an initial \$8 million. The original PSA RCA states that "Upon the successful completion of Phase 1, Phase 2,

Phase 3, and Phase 4, and Council approval of the Corridor Construction Program recommendations, the contract may then be extended to complete the remainder of the program. The City reserves the right to proceed with all, only a portion, or none of the proposed Phase 5 services based on priorities and budget constraints in consultation with City Council." The amendment proposed for May 19, 2022 allows for Phase 5 services to continue to support the implementation of the Corridor Construction Program, specifically:

- 1) Project management
- 2) Program-level technical review/oversight
- 3) Program controls/reporting
- 4) CCP Implementation Assistance
- 5) Supplemental Design Phase Services
- 6) Program delivery system and tools development and implementation support
- 7) Communications and public outreach support
- 8) MBE/WBE outreach support, including certification, technical, and procurement assistance
- 9) Real Estate acquisition coordination services
- 10) Utility coordination services

Additional contract authority to support contract amendments will be evaluated on an annual basis until the Corridor Construction Program implementation is complete. If additional authority is needed, staff will return to Council for their consideration.

At this time, MBE/WBE Subconsultant participation for this authorization is unknown. Prior to issuance of a notice to proceed, the Prime consultant will submit their subconsultant utilization plan that will demonstrate how they will use their approved subconsultants in accordance with the established procedures and the MBE/WBE Procurement Ordinance and Rules. SMBR established MBE/WBE goals (in total: MBE 15.8% and WBE 15.8%) for this solicitation. Those goals apply to the overall contract, including this amendment. Currently, HDR Engineering is achieving in total 15.15% MBE and 16.88% WBE participation. SMBR closely monitors this contract.

Item #12: Authorize negotiation and execution of a professional services agreement with the following 11 staff recommended firms (or other qualified respondents) for Request for Qualifications Solicitation No. CLMP333: Cobb Fendley and Associates, Inc.; Stantec Consulting Services, Inc.; Miller Gray, LLC (WBE); Doucet and Associates, Inc. (WBE); MWM Design Group, Inc. (WBE); Kimley-Horn and Associates, Inc.; HDR Engineering, Inc.; Weston Solutions, Inc.; Atkins North America, Inc.; Halff Associates, Inc.; and LJA Engineering, Inc.; for Engineering Services for the 2022 Small Diameter Water and Wastewater Pipeline Engineering Services Rotation List in an amount not to exceed \$12,000,000. [Note: 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.]

COUNCIL MEMBER VELA'S OFFICE

1) Can you share the reasoning behind selecting 11 firms?

It was determined that 11 firms would be selected for the new 2022 Small Diameter Water and Wastewater Pipeline Engineering Services by the City's Rotation List Advisory Committee, comprised of the Small Minority Business Resource Department, Public Works, and Austin Water. Historical data such as utilization rate, number of assignments, average dollar amount of assignments, projected number of projects, and the availability of 11 firms on the 2022 Large Diameter Water and Wastewater Pipeline Rotation List are reasons why that number of firms were selected for this rotation list.

2) What barriers, if any, exist for expanding this list?

The Law Department will provide a communication to Council that will advise of barriers that exist to expanding the list.

Item #18: Ratify multiple emergency contracts with various contractors to provide goods and services related to the Coronavirus pandemic in the amount of \$41,913,374. (Note: These contracts are exempt from the City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established).

COUNCIL MEMBER FUENTES' OFFICE

1) Please describe how the City of Austin is preparing for continued COVID testing and vaccination sites for the rest of this calendar year. To what extent will at-home test kits be made available to vulnerable communities?

Regarding COVID testing, Austin Public Health (APH) is evaluating operations on a month-to-month basis. APH is also evaluating operations based on public demand for these services, and closely monitoring a variety of key indicators to ensure the ability to scale up if there is an additional surge. APH will continue to distribute rapid test kits while supplies last and monitor demand to determine if there is a need to replenish the cache provided by the Texas Department of Emergency Management. APH also has an existing contract for At-Home test kits that can be utilized if the need arises.

Regarding vaccination sites, the last mass clinic site, Sims Elementary, will close 6/25/22. Afterwards, vaccination efforts will focus on outreach and mobile, pop-up, and home visits. APH will remain nimble enough to expand for possible future outbreaks; otherwise, APH will focus on the most vulnerable populations and those with the lowest vaccination rates.

APH is also working with FSD Central Procurement to solicit three separate contracts for Turnkey Providers to manage Testing and Vaccine Operations moving forward, and a separate contract for Lab Services for clients that use APH as their COVID testing provider. These requests are scheduled to go before Council for approval late summer.

Item #18: Ratify multiple emergency contracts with various contractors to provide goods and services related to the Coronavirus pandemic in the amount of \$41,913,374. (Note: These contracts are exempt from the City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established).

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Could we please see all of the invoices that were issued for all the services listed in this agenda item?*
Staff are working to compile the requested information, but please be advised it is voluminous and will take significant time to gather. In the interest of time and in the short-term, please find attached a high-level breakdown of the contracts including the amounts and contractors. Staff will follow up with additional details as soon as they are available.

Item #19: Authorize a fee-in-lieu of onsite affordable housing for a proposed mixed-use development subject to Plaza Saltillo Transit Oriented Development Regulating Plan and located at or near 1205 E. 4th Street, Austin, Texas 78702.

COUNCIL MEMBER TOVO'S OFFICE

- 1) *Please provide additional or clarifying details as to the developer's compelling reason for why housing required for the Regulating Plan's bonus program cannot be provided on-site.*
Staff has worked with the applicant to better understand the compelling reason or requesting to pay the fee in lieu of providing on-site affordable housing. To date, the applicant has not provided a justification that staff would qualify as a compelling reason. The justifications provided by the applicant include: (1) the project was originally designed as an office product and was amended to include the minimum amount of residential space as required by the live/work subdistrict of the Plaza Saltillo TOD; (2) the construction materials chosen for this project increase the total cost of construction, limiting the ability of the developer to absorb the increased costs associated with long-term affordability regulations; (3) due to these increased costs, the project requires the increased square footage provided by the density bonus; and (4) the minimum amount of affordable housing cannot be provided on site as the total amount of residential square footage falls below this minimum.

Staff has reviewed and assessed these claims. While finding all assertions by the applicant to be true, the decisions that have led to this request were voluntary. Staff has proposed multiple alternatives to the applicant to resolve this issue, included a full redesign of the project, a request to rezone the property, or a request for subsidy through the Rental Housing Development Assistance program. The applicant has been uninterested in these alternatives to date.

Item #27: Authorize negotiation and execution of Amendment No. 4 to the agreement with the University of Texas at Austin to provide African American mental health and wellness services, to add three 12-month extension options each in an amount not to exceed \$178,685, for a revised total agreement amount not to exceed \$1,072,110.

COUNCIL MEMBER TOVO'S OFFICE

1) *Does UT administer this program itself? Or does UT contract with another org(s)?*

Yes, the UT School of Nursing administers the program.

Item #27: Authorize negotiation and execution of Amendment No. 4 to the agreement with the University of Texas at Austin to provide African American mental health and wellness services, to add three 12-month extension options each in an amount not to exceed \$178,685, for a revised total agreement amount not to exceed \$1,072,110.

COUNCIL MEMBER KELLY'S OFFICE

1) *What churches are being considered for funding?*

No churches are being considered for funding. Through this agreement, the City funds the UT School of Nursing to provide church-based mental health and wellness services. The School of Nursing has been working closely with Mt. Zion Baptist Church and Rehoboth Baptist Church.

2) *What are the mental health services being provided?*

Over the past 3 years, the School of Nursing has provided an array of mental/holistic health programs, including monthly wellness discussion groups on topics such as grief, loss, loneliness, racism, flu and COVID vaccination, heart health, healthy eating, physical activity, medication safety and end of life discussions. The program has also provided Mental Health First Aid trainings, connected individuals with mental health care when needed and provided consultation to Pastors to help them navigate conversations regarding mental health care with their congregants.

3) *What programs like this have the University of Texas at Austin completed in the past?*

In addition to Item #27, the City of Austin is funding two programs where the UT School of Nursing is partnering with community organizations.

The partnership with *Mama Sana Vibrant Woman* provides culturally resonant and quality prenatal and postnatal care in Austin and Travis County using a reproductive justice model. The partnership with the *Alliance for African American Health in Central Texas* provides peer coaching and support to help people achieve optimal physical, mental, and social well-being through physical activity and healthy eating.

Previous programs completed in the past include:

- a. Numerous pilot studies that focus on self-management support for chronic conditions.
- b. A statewide Community Health Worker (CHW) workforce analysis throughout Texas to better understand the support and training needs of CHWs.
- c. The development and delivery of numerous trainings to help CHWs develop specialty knowledge and skills to promote community health.

4) *What are future programs planned?*

At this time, the City does not have plans to fund additional UT School of Nursing programs.

Item #28: Authorize negotiation and execution of an agreement with Austin Independent School District to provide one-time funding for a pilot program to increase access to resources for parents and families, for a 24-month term beginning July 1, 2022, for an amount not to exceed \$520,000.

COUNCIL MEMBER FUENTES’S OFFICE

1) *How is the role of a Community Coordinator different from a Parent Support Specialist? How much would these coordinators get paid? How much are Parent Support Specialists paid?*

A Community Coordinator is affiliated with the Family Resource Centers program through Austin Independent School District (AISD) and will work with families who utilize those resources to increase connections to other community resources.

The goals of the Family Resource Centers are to:

- support the strengthening of existing AISD/Austin Voices’ Family Resource centers into community-based “resilience hubs” that are ready to support neighborhoods in crisis;
- increase connections between service partners and grassroots organizations that build a safety net of services aimed at increasing family stability and community resilience;
- provide opportunities for parents, campus and community partners to plan campus/community improvements using the community school model;
- increase the number of community-based events that increase positive connections between schools and their surrounding communities; and
- extend coordinated adult education opportunities through a vertical team “adult academy,” that will leverage community partners offering adult education courses as a way to increase long-term family stability and positive involvement in education.

The Community Coordinator is expected to be paid \$56,250 plus benefits for a full year.

Parent Support Specialists specifically work with parents or families of youth attending AISD schools with three primary goals:

- Develop and promote inclusive family friendly schools;
- Facilitate and promote parent education and conduct communications and outreach;
- Develop parent leaders and Parent / PTA.

Based on information from AISD, the average Parent Support Specialist’s salary is \$33,106 plus benefits for 209 duty days (approximately 42 weeks.)

Item #28: Authorize negotiation and execution of an agreement with Austin Independent School District to provide one-time funding for a pilot program to increase access to resources for parents and families, for a 24-month term beginning July 1, 2022, for an amount not to exceed \$520,000.

COUNCIL MEMBER VELA’S OFFICE

1) *Will these Community School Coordinators work with Parent Support Specialists?*

The Community School Coordinator is affiliated with the Family Resource Centers program through the Austin Independent School District (AISD) and will work with families who utilize those resources to increase connections to other community resources.

2) *Will they be adding capacity to PSS or working on different projects?*

The Community School Coordinators will not be working directly with PSS; they will be placed within the Family Resource Centers (FRCs) program structure to increase the services provided to families utilizing the FRCs.

The goals of the Family Resource Centers are to:

- support the strengthening of existing AISD/Austin Voices' Family Resource centers into community-based "resilience hubs" that are ready to support neighborhoods in crisis;
- increase connections between service partners and grassroots organizations that build a safety net of services aimed at increasing family stability and community resilience;
- provide opportunities for parents, campus and community partners to plan campus/community improvements using the community school model;
- increase the number of community-based events that increase positive connections between schools and their surrounding communities; and
- extend coordinated adult education opportunities through a vertical team "adult academy," that will leverage community partners offering adult education courses as a way to increase long-term family stability and positive involvement in education.

3) *Will these CSC be placed at specific schools? And if so, which schools will they be working from?*

Yes, they will work at the existing Family Resource Centers at Burnet, Dobie, Martin and Webb Middle Schools.

Item #28: Authorize negotiation and execution of an agreement with Austin Independent School District to provide one-time funding for a pilot program to increase access to resources for parents and families, for a 24-month term beginning July 1, 2022, for an amount not to exceed \$520,000.

COUNCIL MEMBER KELLY'S OFFICE

1) *Please outline the specific resources provided by this program.*

Community School Coordinators will focus on strategies that will build on existing Family Resource Center (FRC) services to grow the FRCs into neighborhood resilience hubs.

Strategies include:

- working with city, county and other partners to develop crisis plans, with FRCs acting as points of service delivery during crisis events.
- hosting monthly meetings with service and grassroots partners to strengthen connections and improve safety net strategies.

- working as part of the FRC teams to extend partner services and social services training to all campuses in target vertical teams.
- holding twice-yearly community school planning dinners, as well as other events that involve parents and community stakeholders in school improvement planning based on the community school model.
- supporting community-wide resource events sponsored by Austin Voices, such as HopeFest at Northeast High School and assisting campuses with the creation of new family resource events.
- gathering data through family and teacher surveys that will assist in the creation of strategies to reduce barriers, improve conditions and increase opportunities for learning.
- supporting the success of vertical team adult education programs through publicity, partner recruiting and enrollment strategies.
- recruiting and training parents as part of Austin Voices' "community block leader program" to be resource experts and advocates in their communities.
- and recruiting and training volunteers to support FRC outreach activities and events.

2) *Please list who the program plans on working with related to the following:*

Community Partners: Central Texas Food Bank, El Buen Samaritano, African-American Youth Harvest Foundation, People's Community Clinic, Austin Energy, Austin Community College, Phoenix House, Communities in Schools, Boys and Girls Club, Goodwill Central Texas, Council on At-Risk Youth, River City Youth Foundation, Austin Public Health, Austin Public Library, Austin Parks and Recreation, Housing Authority of the City of Austin, Skillpoint Alliance, Go Austin Vamos Austin, Dell Medical School, CommUnity Care, Central Health, Verde Leaders (Austin FC), Travis County Health and Human Services, Assistance League of Austin, United Way for Greater Austin, Hope Thrift Store, Education Austin, Family Eldercare, Ending Community Homelessness Coalition, Children's Optimal Health, Worker's Defense Project, YMCA, St. David's Foundation, Ascension, SAFE Alliance, Foundation Communities, Workforce Solutions, Center for Child Protection, Travis County Underage Drinking Prevention Program and Lonestar Circle of Care

Campuses: Community School Coordinators will be based at Burnet, Dobie, Martin and Webb Middle Schools, and will work with surrounding elementary and high schools in those communities through vertical teams.

Grassroots/Community Groups: Neighborhood Associations and Contact Teams in the neighborhoods around the four middle schools, such as Restore Rundberg/Rundberg Alliance, St. John Neighborhood Association, North Austin Civic Association; Faith-based institutions (churches, volunteer groups); volunteer groups from the University of Texas, St. Edward's University, Huston-Tillotson University and other social justice and racial equity partners.

Item #29: Authorize the negotiation and execution of an agreement with the Quality of Life Foundation for job placement and training services for the Emerging Leader Summer Internship Program, in an amount not to exceed \$120,000.

COUNCIL MEMBER VELA'S OFFICE

- 1) *Can you share information about how many students participate in this program annually and what the demographics of the participants are, including what high schools they attend?*

how many students participate in this program annually: 75-85

what the demographics of the participants: High school students, grades 9th through 12th, ages 15 -18

high schools: city resident students who attend various schools representing 24 high schools, charter and home schools

Item #29: Authorize the negotiation and execution of an agreement with the Quality of Life Foundation for job placement and training services for the Emerging Leader Summer Internship Program, in an amount not to exceed \$120,000.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *When are the field trips to the government and Participating in a Culminating Ceremony planned, if so, what are the plans?*

There are no field trip scheduled to the government. The Culminating Ceremony is scheduled for 7/22/22 at City Hall

Item #31: Approve an ordinance amending City Code Chapter 13-7 (Vehicle Immobilization Services) to authorize use of vehicle boots that may be removed by a vehicle owner and deposited in an on-site receptacle, and to prohibit imposing a security deposit for vehicle boots.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *What are the projected costs (per boot) for boots that are stolen or damaged due to the self-servicing process?*

Private vehicle immobilization (booting) companies have reported that the code-release booting devices they utilize for self-removal services cost approximately \$1000.00 each. However, there is no cost to the City as they will operate on private property.

- 2) *Would the City or the vehicle immobilization service be responsible for the replacement of the stolen or damaged boot?*

Private vehicle immobilization (booting) companies operate their services on private properties. Therefore, the City would not be liable for any damaged or lost devices. Booting companies would be financially responsible for their own devices.

Item #31: Approve an ordinance amending City Code Chapter 13-7 (Vehicle Immobilization Services) to authorize use of vehicle boots that may be removed by a vehicle owner and deposited in an on-site receptacle, and to prohibit imposing a security deposit for vehicle boots.

COUNCIL MEMBER ELLIS'S OFFICE

- 1) *How will the City ensure that self-removed boots do not end up in our waterways, posing an environmental hazard? Will ATD and/or WPD implement procedures for retrieving dumped self-removed boots from the lake or other bodies of water, similar to our mitigation of dumped micro-mobility devices, and to what extent will the City hold vehicle immobilization*

companies responsible for such dumping? Do the self-removable boots have GPS technology?

The City of Austin licenses private companies to perform vehicle immobilization (booting) services within privately owned parking facilities under Chapter 13-7 of City Code. During discussions with private booting companies, they have relayed that the replacement cost for an electronic booting device is \$1000.00.

Vehicle immobilization companies are responsible for their own devices and would be liable to retrieve any devices found unattended in the City and to reimburse the City for any potential damages that might arise from the misuse or misplacement of a booting device. Like traditional booting devices, electronic booting devices do not usually have built-in GPS. However, each company must send a description and photograph of the devices their company utilizes to the Mobility Services Division for approval as a licensing requirement. Therefore, if a device were to be discovered unattended in the City, City staff would be able to contact the responsible booting company for retrieval, as well as for reimbursement for any potential damages. Additionally, when a booting device is placed upon a vehicle by booting company personnel, information pertaining to the vehicle is logged. Therefore, if a device placed upon a vehicle became lost or damaged, a booting company could then pursue civil damages against the vehicle owner.

Item #35: Approve a resolution declaring the City's support for inclusive reproductive care, amending the City's legislative agenda to include support for The Access to Infertility Treatment and Care Act, and directing the City Manager to study and report back on the inclusion of family building support, such as fertility and adoption and fostering assistance, for City employees.

COUNCIL MEMBER KELLY'S OFFICE

1) *What is the projected cost of the pilot program?*

There is no cost estimate at this time.

2) *Are these services available to employees who have health insurance currently at the city? What are the details of those services, including costs?*

The proposed services (IVF, cryopreservation, and support for adoption, foster care, and kinship placement services) are not currently available through the City's health insurance plan. Staff is contracting with our actuary to complete a study and provide recommendations. New studies take at least six months to complete and corresponds with the 180 days sets forth in the resolution. The City does provide fertility testing and counseling and does provide paid parental leave to families, including those who foster and/or adopt.

Item #38: Approve an ordinance waiving or reimbursing Fiscal Year 2021-2022 Parks and Recreation Department training fees for lifeguards.

COUNCIL MEMBER FUENTES' OFFICE

1) *How many lifeguards have been hired for the summer season?*

As of May 12, 2022, 196 Lifeguards have been trained and hired on to work for the City of Austin.

2) *How many more lifeguards are needed to maintain normal operations at City of Austin pools?*

To operate all 34 life-guarded City of Austin pools, approximately 750 Lifeguards are required. We currently need about 550 additional Lifeguards trained and hired in order to operate all of our pools on a schedule similar to 2019.

Item #38: Approve an ordinance waiving or reimbursing Fiscal Year 2021-2022 Parks and Recreation Department training fees for lifeguards.

COUNCIL MEMBER TOVO'S OFFICE

1) *How many lifeguard applications has PARD received for summer 2022?*

As of May 17, 2022, PARD Aquatic Division has received 632 applications for Lifeguard. Typically lifeguard applicants have a 50% attrition rate as they move through the application and training process.

2) *Since January 1, how many job offers has PARD extended to lifeguards?*

Conditional offers are given to all 632 applicants, pending completed paperwork, approved background check and successful completion of the lifeguarding class. Since January, we have certified 77 new Lifeguards and 83 returning Lifeguards. The Aquatic Division currently has 207 lifeguards ready to work.

3) *One constituent reports that she filed a lifeguard application on 4/17/22 and has not yet heard from PARD. Is this an anomaly? If not, can PARD receive additional support from Human Resources or other departments to assist with managing these applications?*

Candidates who applied on-line and meet the minimum qualifications are entered into an electronic hiring system. That system auto-generates an email that goes to candidates about next steps in the hiring process and includes attachments that the candidate can fill out prior to going to the Aquatics office, the address of the office, and a contact for questions. The HR team has hired an additional HR team member to assist, as well as using an additional staff member to reach out to candidates that have applied. The Aquatic Division is exploring a text messaging system to update the way we communicate, as texting is a more common mode of communication today. Parks and Recreation emails likely get lost in a junk folder or many candidates may not check their email on a regular basis. If we have not heard back from an applicant after the auto email, we typically reach out one additional time via email and once more by phone if a number was provided in the application. All communication is logged for verification, we would suggest any applicant who has not received communication to reach out to the Aquatic Division directly as it is likely a typo in the email address provided.

Item #38: Approve an ordinance waiving or reimbursing Fiscal Year 2021-2022 Parks and Recreation Department training fees for lifeguards.

COUNCIL MEMBER ELLIS'S OFFICE

1) *How many people have applied to become lifeguards and of those, how many have been hired?*

As of May 17, 2022, PARD Aquatic Division has received 632 applications for Lifeguard. Typically lifeguard applicants have a 50% attrition rate as they move through the application and training process. The Aquatic Division currently has 207 lifeguards ready to work.

Item #43: Set a public hearing to consider an ordinance authorizing an amendment to the Land Development Standards Agreement with Manor Independent School District to extend the term of the agreement by five years. (Suggested date: June 9, 2022, at Austin City Hall, 301 W. Second Street, Austin, Texas)

COUNCIL MEMBER FUENTES'S OFFICE

- 1) *Please provide a copy of the Land Development Standards Agreement.*
Please see attached.

Item #48: Council discussion related to regulations applicable to Vertical Mixed-Use buildings. Public comment will be heard, but no action taken.

COUNCIL MEMBER KITCHEN'S OFFICE

Staff suggested, as part of their VMU mapping, that 53% of the parcels could not build to their base zoning height due to current compatibility standards and 66% of those sites could not utilize the 30 foot height bonus offered in VMU2 due to current compatibility.

As we overlay the lot depth analysis mapping we recognize many of these VMU lots are small and/or very narrow in depth. We have gotten some feedback during other zoning cases related to parking garage size requirements and indications that those requirements can be limiting factors on ability to utilize structured parking.

- 1) *What is a minimum lot size necessary to utilize structured parking?*

There is no minimum lot size prescribed in the code for the utilization of structured parking, and VMU developments have no minimum site area requirements.

The size of parking garages will scale depending on the size of the development. There are VMU projects that utilize structured parking that are on lots smaller than 13,000 square feet; however, the median lot size of complete VMU projects is about 100,000 square feet.

The viability of structured parking is highly contextual and changes quickly with technology advancements and economics. This question is best suited for individual developers to answer depending on the project.

- 2) *Are there tracts in the "Vertical Mixed-Use 2 and Compatibility" mapping that are too small to provide structured parking?*

See response to question 1.

The "Vertical Mixed-Use 2 and Compatibility" web map is showing all sites with VMU zoning regardless of parcel size.

In the summary calculations about the impact of compatibility on VMU feasibility that staff included in Council backup, sites smaller than 10,000 square feet were excluded.

Additionally, sites that could not achieve the proposed VMU2 bonus height for 10,000

contiguous square feet in area were also not considered feasible. Staff used 10,000 square feet as a general threshold for this type of development.

- 3) *Are there tracts in the mapping that are too small to functionally support a 60' structure? A 90' structure? What percent and why? What factors impact?*

VMU developments have no minimum site area requirements. Much like with structured parking there are many variables at play that may affect development feasibility for different projects such as site-specific constraints, construction type, and construction costs. Staff used 10,000 square feet as a general threshold for this type of development.

Nearly 75% of VMU-zoned parcels are larger than 10,000 square feet outright. However, the remaining parcels could be aggregated with adjacent sites and still potentially support this type of development.

See response to question 2.

- 4) *What percent of parcels can't build to their base zoning height because of dimensional / physical constraints?*

Staff do not have capacity to complete analysis with this level of site-specific detail.

- 5) *What percent of parcels can't build to their base zoning height because of factors other than compatibility?*

Staff do not have capacity to complete analysis with this level of site-specific detail.

- 6) *Are the 55% and 66% staff indicated numbers changed when factoring for dimensional / physical constraints due to limited size of parcel?*

See response to question 2.

- 7) *Of the tracts identified with physical limitations, how many would be made viable with aggregation of adjacent property?*

Staff do not have capacity to complete analysis with this level of site-specific detail.

- 8) *Of tracts identified with physical limitations, how many would be made viable with no on-site parking requirement?*

Staff do not have capacity to complete analysis with this level of site-specific detail.

- 9) *Of the VMU tracts identified, what percentage of lots have existing relatively new development or are in the pipeline for development and what percentage of VMU zoned tracts have actual potential for future development? ie) What is actual future potential for existing V tract development?*

Staff estimates that 9% of all VMU-zoned parcels in Austin have developed, redeveloped since 2010, or are under construction. This estimate does not include remodels of buildings that existed before 2010.

Of the VMU-zoned sites that have developed since 2010, 36% participated in the VMU program. The remaining 64% of VMU-zoned sites that developed since 2010 did not utilize VMU. However, 6% did develop as affordable housing projects by some other means.

Staff cannot complete a site-specific analysis to analyze development potential of all VMU-zoned sites. Less than 10% of all VMU-zoned parcels have developed or redeveloped since 2010, leaving 91% of VMU-zoned parcels more likely for future development of some type. We cannot guarantee or speculate how many may develop under the VMU program.

In an analysis of VMU-zoned parcels that have not developed since 2010, staff found that 53% could not build to their base zoning height due to compatibility standards. Additionally, more than 66% of those sites could not utilize the 30-foot height bonus proposed in VMU2 due to compatibility standards. ([Per the response to Q&A Number 1 from Mayor Adler for Item #33 on Council's April 21 Agenda](#))

Of the 91% that have not redeveloped, 71% of those are sites larger than 10,000 square feet. Site size larger than 10,000 square feet is not a strict rule for development feasibility but may give some additional context for the remaining parcels. Additionally, aggregation of adjacent property may be a factor in development feasibility for smaller sites.

Of the VMU-zoned parcels that have not developed since 2010, 58% have Conditional Overlays, or CO. CO's may control several different site development standards on a site including limiting height, building size or coverage, or others. Staff were not able to research all 800+ CO's on VMU-zoned sites but acknowledge that they may further restrict development potential.

Item #58: Conduct a public hearing and consider a request by Foxtrot Market, located at 4818 Burnet Road, for a waiver of the distance requirement of City Code Section 4-9-4(A) which requires a minimum 300-foot separation distance between a business selling alcoholic beverages and a school.

COUNCIL MEMBER TOVO'S OFFICE

1) Was Rosedale school or AISD consulted in regards to the waiver?

Staff has not reached out directly, but the applicant has and has indicated that AISD will remain neutral.

Item #72: C14-99-0069.01 - 200 S Congress Avenue - Conduct a public hearing and approve an ordinance amending City Code Title 25 by rezoning property locally known as 200, 208, 210, and 220 ½ South Congress Avenue (Lady Bird Lake Watershed). Applicant Request: To rezone from limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning to limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning, to change conditions of zoning. The ordinance may include modifications of City regulations. Staff Recommendation: To grant limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning, to change conditions of zoning. Planning Commission Recommendation: To grant limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning, to change conditions of zoning, with conditions. Owner: Rivian Lone Star Holdings, LLC (Isaac Howell). Applicant: Drenner Group, PC (Leah M

Bojo). City Staff: Wendy Rhoades, 512-974-7719. A valid petition has been filed in opposition to this rezoning request.

COUNCIL MEMBER TOVO'S OFFICE

- 1) *Knowing that every property needs access to a public right of way, what would happen if we vote "no" and the property owner loses their Hyatt access?*

If for any reason, the property owner loses their joint access with Hyatt, s/he would need to look for an alternate access other than to Barton Springs Road. Because, any access to Barton Springs Road that close to the intersection and through the 'Bat Plaza/Park' would create significant safety issues both for public as well as for the patrons of the proposed development.

ATD previously made safety improvements at the intersection to remove the slip-ramp from southbound South Congress to westbound Barton Springs Road. These improvements addressed several safety issues: (1) it slowed traffic making that right turn reducing vehicle crashes, (2) it created separate bike and pedestrian facilities to reduce conflicts between users maneuvering the intersection, and (3) it provided a safe transition from the protected bike lanes on South Congress Avenue through the intersection.

Also, any permanent access to Barton Springs Road at that location would remove the bat sculpture and the Bat Park would be eliminated.

An alternate access (a right-in / right-out access) can be plausible from South Congress Avenue if the applicant develops the site accordingly.

- 2) *Would losing access through the Hyatt property require the applicant to come back and request the access prohibition be removed? If so, wouldn't we be required to vote "yes" at that point?*

If the Applicant loses their joint access through the Hyatt property, then they would be required to explore an alternate access point e.g. on South Congress Avenue.

Item #85 and AHFC Item #7: 85. Authorize negotiation and execution of a one-year contract with Family Eldercare to fund renovations at the Candlewood Suites located at 10811 Pecan Park Blvd, Austin, Texas 78750, known as the Pecan Gardens, a hotel conversion project to create new, permanent supportive housing in the City, for a total contract amount not to exceed \$3,903,216.13.

AHFC 7. Authorize negotiation and execution of a one-year contract with Family Eldercare to fund renovations at the Candlewood Suites located at 10811 Pecan Park Blvd, Austin, Texas 78750, known as the Pecan Gardens, a hotel conversion project to create new, permanent supportive housing in the City, for a total contract amount not to exceed \$3,903,216.13.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Could you please provide a copy of the agreement?*

Law is currently drafting the Family Eldercare contract. When a draft of the contract is available, staff will provide to the council office. Staff has been working diligently with Family Eldercare on a Scope of Work for the rehabilitation of the property. The current Scope of Work (both

narrative and plans) are attached. Details on the security contract will be provided before Thursday's council meeting.

- 2) *Could we please get a copy of the family Eldercare contract as well as the security contract to review?*

Law is currently drafting the Family Eldercare contract. When a draft of the contract is available, staff will provide to the council office. Staff has been working diligently with Family Eldercare on a Scope of Work for the rehabilitation of the property. The current Scope of Work (both narrative and plans) are attached. Details on the security contract will be provided before Thursday's council meeting.

AHFC Item #6: Authorize negotiation and execution of a loan agreement and related documents with Chestnut Neighborhood Revitalization Corporation, or an affiliated entity, in an amount not to exceed \$1,000,000 for an ownership housing development to be known as The Ivory at The Chicon (formerly known as The Chicon Phase II), located at or near 1309 Chicon Street, Austin, Texas 78702.

MAYOR ADLER'S OFFICE

- 1) *Please provide a disaggregated summary between Phase I and II of this project breaking down the units delivered and the per-unit direct and indirect subsidy.*

Under Phase 1, AHFC invested \$4,496,294 for a total production of 21 units at a true per unit subsidy of \$214,109. If Council approves the loan on May 19, the subsidy for this second phase, including the proportional cost of the land acquisition, totals to \$1,758,423; a per unit subsidy of \$43,960 across the 40 affordable units proposed in this phase.

- 2) *The application submitted for this project is for \$1m to build 40 units at 80% MFI and 13 units at 120%MFI. The backup for this agenda item indicates a request for \$1m for 61 units at 80% MFI and 20 units at market rate. Please share the proposed cost breakdown, similar to the standard application, for this 81 unit building.*

In 2012, Council approved a loan to Chestnut Neighborhood Revitalization Corporation (CNRC) for the acquisition of six parcels for the construction of a 33-unit multi-family 100% affordable development. In 2014, the developer revised the design to add 10 market rate units. By 2017, Council had invested approximately \$5M in the property, for a per unit subsidy of approximately \$150K. In 2019, CNRC completed construction of the first two buildings of the planned three-building development, selling 21 units to income qualified buyers and 12 units at market rate.

In August 2020, Council approved a loan for the pre-development work associated with a redesign of the third building in the development, for a total of 77 units in the development with 58 units affordable below 80% MFI. On May 19, AHFC Board will consider another loan to this development for \$1M. This additional request also finalizes the unit count at a total of 81 units with 61 affordable below 80% MFI. At a total subsidy for the entire development of \$6,254,717, the per unit subsidy for all 61 units equals \$102,536.

- 3) *The proposed 80% MFI sales price is calculated on a 4.5% mortgage interest rate at 10% down, please share what safeguards exist if borrowing costs increase prior to closing.*

Developers must price and market their units to eligible purchasers. Staff recommends developers price their units at the 70% MFI level, to ensure that the available market for these

units is not overly constrained. While interest rate fluctuation may impact a potential borrower's purchasing power, the onus is on the developer to ensure that the units committed to AHFC be sold to eligible purchasers at affordable rates.

- 4) *Please describe the qualification/selection process for the commercial spaces that are sold at below-market rates and provide any relevant details on the restrictive covenants that protect the affordability of the spaces.*

According to the developer - The CNRC Board selects local businesses to buy the commercial units at below market rates. The selection is based on the benefit the organization may provide to the neighborhood and their business plan. Currently there are no available mechanisms to restrict affordability of commercial units and no Restrictive Covenants are being placed on the property.



Council Question and Answer

Related To

Item #5

Meeting Date

May 19, 2022

Additional Answer Information

Authorize the execution of an interlocal agreement with Austin Independent School District (AISD) to expand access to no-cost full-day pre-kindergarten for three-year-old students residing within AISD's school boundary through December 31, 2024 in an amount not to exceed \$902,075.

QUESTION/ANSWER: Council Member Vela's Office

1. *Can you provide a list of the campuses that will be impacted by the expansion of this program?*
Allison (78741), Houston (44), Overton (24), and Padron (58)



Council Question and Answer

Related To

Item #5

Meeting Date

May 19, 2022

Additional Answer Information

Authorize the execution of an interlocal agreement with Austin Independent School District (AISD) to expand access to no-cost full-day pre-kindergarten for three-year-old students residing within AISD's school boundary through December 31, 2024 in an amount not to exceed \$902,075.

QUESTION/ANSWER: Council Member Fuentes's Office

1. Which AISD campuses will be selected for the Pre-K 3 classes?
Allison (78741), Houston (44), Overton (24), and Padron (58).
2. Will any of these classes be offered as dual language?
All are dual language.



Council Question and Answer

Related To

AHFC Item #6

Meeting Date

May 19, 2022

Additional Answer Information

Authorize negotiation and execution of a loan agreement and related documents with Chestnut Neighborhood Revitalization Corporation, or an affiliated entity, in an amount not to exceed \$1,000,000 for an ownership housing development to be known as The Ivory at The Chicon (formerly known as The Chicon Phase II), located at or near 1309 Chicon Street, Austin, Texas 78702.

QUESTION/ANSWER: Mayor Adler's Office

1. *Please provide a disaggregated summary between Phase I and II of this project breaking down the units delivered and the per-unit direct and indirect subsidy.*

Under Phase 1, AHFC invested \$4,496,294 for a total production of 21 units at a true per unit subsidy of \$214,109. If Council approves the loan on May 19, the subsidy for this second phase, including the proportional cost of the land acquisition, totals to \$1,758,423; a per unit subsidy of \$43,960 across the 40 affordable units proposed in this phase.

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In 2012, Council approved a loan to Chestnut Neighborhood Revitalization Corporation (CNRC) for the acquisition of six parcels for the construction of a 33-unit multi-family 100% affordable development. In 2014, the developer revised the design to add 10 market rate units. By 2017, Council had invested approximately \$5M in the property, for a per unit subsidy of approximately \$150K. In 2019, CNRC completed construction of the first two buildings of the planned three-building development, selling 21 units to income qualified buyers and 12 units at market rate.

In August 2020, Council approved a loan for the pre-development work associated with a redesign of the third building in the development, for a total of 77 units in the development with 58 units affordable below 80% MFI. On May 19, AHFC Board will consider another loan to this development for \$1M. This additional request also finalizes the unit count at a total of 81 units with 61 affordable below 80% MFI. At a total subsidy for the entire development of \$6,254,717, the per unit subsidy for all 61 units equals \$102,536.

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Developers must price and market their units to eligible purchasers. Staff recommends developers price their units at the 70% MFI level, to ensure that the available market for these units is not overly constrained. While interest rate fluctuation may impact a potential borrower's purchasing power, the

onus is on the developer to ensure that the units committed to AHFC be sold to eligible purchasers at affordable rates.

4. *Please describe the qualification/selection process for the commercial spaces that are sold at below-market rates and provide any relevant details on the restrictive covenants that protect the affordability of the spaces.*

According to the developer - The CNRC Board selects local businesses to buy the commercial units at below market rates. The selection is based on the benefit the organization may provide to the neighborhood and their business plan. Currently there are no available mechanisms to restrict affordability of commercial units and no Restrictive Covenants are being placed on the property.



Council Question and Answer

Related To

Item #6

Meeting Date

May 19, 2022

Additional Answer Information

Authorize the negotiation and execution of an agreement with Brian Joseph for artwork for the Austin Convention Center Warehouse Art in Public Places Project, in an amount not to exceed \$100,000.

QUESTION/ANSWER: Council Member Kelly's Office

1. *Could you please outline the scope of the art project?*

The selected artist will be charged with integrating artwork into the design of the new Austin Convention Center Warehouse and Marshalling Yard building located near the intersection of U.S. Highway 183 and Texas Highway 71. Measuring approximately 340' long x 30' high, the south-facing wall of the warehouse provides strong potential for a large-scale mural project. The artist will be expected to gather community input in the development of their design.

2. *Will it be multiple pieces or a single piece such as a mural?*

A single mural.

3. *How did we choose this artist?*

On April 9th, 2021, a Request for Qualifications (RFQ) opened to eligible visual artists and artist teams over 18-years of age who live and/or work in the Austin metropolitan area. On September 22nd, 2021, an independent jury comprised of three local visual artists reviewed 59 applications and selected four finalists to interview: Fidencio Duran, Brian Joseph, Raisin in the Sun, and Lucas Aoki/Samson Barboza. On September 29th, 2021, the jury virtually interviewed the four finalists and unanimously selected Brian Joseph as the selected artist and Fidencio Duran as the alternate. Susana Almanza and Fred McGhee of the Montopolis Neighborhood Association served as community advisors during the selection process.



Council Question and Answer

Related To

Item #11

Meeting Date

May 19, 2022

Additional Answer Information

Authorize negotiation and execution of an amendment to the professional services agreement with HDR Engineering, Inc., for engineering services for the Corridor Improvements Project in the amount of \$12,000,000 for a total contract amount not to exceed \$70,058,000. [Note: This amendment will be awarded in compliance with City Code 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program). Current participation to date is 15.15% MBE and 16.88% WBE.]

QUESTION/ANSWER: Council Member Vela's Office

1. *What was the initial budget for this contract with HDR? Is Staff expecting future amendments? What is the expected mbe/wbe participation % for this new amendment?*

The Corridor Improvements Consultant contract is set up as a master Professional Services Agreement with Supplemental Agreements anticipated for each major stage of work to implement the 2016 Bond Corridor Mobility Program. The Professional Services Agreement was first approved by Council on February 9, 2017 for an initial \$8 million. The original PSA RCA states that *"Upon the successful completion of Phase 1, Phase 2, Phase 3, and Phase 4, and Council approval of the Corridor Construction Program recommendations, the contract may then be extended to complete the remainder of the program. The City reserves the right to proceed with all, only a portion, or none of the proposed Phase 5 services based on priorities and budget constraints in consultation with City Council."* The amendment proposed for May 19, 2022 allows for Phase 5 services to continue to support the implementation of the Corridor Construction Program, specifically:

- 1) Project management
- 2) Program-level technical review/oversight
- 3) Program controls/reporting
- 4) CCP Implementation Assistance
- 5) Supplemental Design Phase Services
- 6) Program delivery system and tools development and implementation support
- 7) Communications and public outreach support
- 8) MBE/WBE outreach support, including certification, technical, and procurement assistance
- 9) Real Estate acquisition coordination services
- 10) Utility coordination services

Additional contract authority to support contract amendments will be evaluated on an annual basis until the Corridor Construction Program implementation is complete. If additional authority is needed, staff will return to Council for their consideration.

At this time, MBE/WBE Subconsultant participation for this authorization is unknown. Prior to issuance of a notice to proceed, the Prime consultant will submit their subconsultant utilization plan that will demonstrate how they will use their approved subconsultants in accordance with the established procedures and the MBE/WBE Procurement Ordinance and Rules. SMBR established MBE/WBE goals

(in total: MBE 15.8% and WBE 15.8%) for this solicitation. Those goals apply to the overall contract, including this amendment. Currently, HDR Engineering is achieving in total 15.15% MBE and 16.88% WBE participation. SMBR closely monitors this contract.



Council Question and Answer

Related To

Item #12

Meeting Date

May 19, 2022

Additional Answer Information

Authorize negotiation and execution of a professional services agreement with the following 11 staff recommended firms (or other qualified respondents) for Request for Qualifications Solicitation No. CLMP333: Cobb Fendley and Associates, Inc.; Stantec Consulting Services, Inc.; Miller Gray, LLC (WBE); Doucet and Associates, Inc. (WBE); MWM Design Group, Inc. (WBE); Kimley-Horn and Associates, Inc.; HDR Engineering, Inc.; Weston Solutions, Inc.; Atkins North America, Inc.; Half Associates, Inc.; and LJA Engineering, Inc.; for Engineering Services for the 2022 Small Diameter Water and Wastewater Pipeline Engineering Services Rotation List in an amount not to exceed \$12,000,000. [Note: 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.]

QUESTION/ANSWER: Council Member Vela's Office

1. Can you share the reasoning behind selecting 11 firms?

It was determined that 11 firms would be selected for the new 2022 Small Diameter Water and Wastewater Pipeline Engineering Services by the City's Rotation List Advisory Committee, comprised of the Small Minority Business Resource Department, Public Works, and Austin Water. Historical data such as utilization rate, number of assignments, average dollar amount of assignments, projected number of projects, and the availability of 11 firms on the 2022 Large Diameter Water and Wastewater Pipeline Rotation List are reasons why that number of firms were selected for this rotation list.

2. What barriers, if any, exist for expanding this list?

The Law Department will provide a communication to Council that will advise of barriers that exist to expanding the list.



Council Question and Answer

Related To

Item #18

Meeting Date

May 19, 2022

Additional Answer Information

Ratify multiple emergency contracts with various contractors to provide goods and services related to the Coronavirus pandemic in the amount of \$41,913,374. (Note: These contracts are exempt from the City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established).

QUESTION/ANSWER: Council Member Kelly's Office

1. Could we please see all of the invoices that were issued for all the services listed in this agenda item?

Staff are working to compile the requested information, but please be advised it is voluminous and will take significant time to gather. In the interest of time and in the short-term, please find attached a high-level breakdown of the contracts including the amounts and contractors. Staff will follow up with additional details as soon as they are available.

Exhibit A

CONTACT NUMBER	RATIFICATION AMOUNT	DESCRIPTION OF GOODS OR SERVICE	CONTRACTORS
MA 4300 NA200000105	\$10,446,387.00	COVID Emergency Temporary Housing Agreements	Ascend National LLC, D/B/A Ascend National Healthcare Staffing Evins Group LLC D/B/A Evins Personnel Consultants, Evins Temporaries Laundris Corporation D/B/A Austin Laundry Systems Lonestar Ambulance 1 LLC D/B/A Allegiance Mobile Health Arcadian Ambulance Service, Inc. D/B/A Acadian Ambulance Service of Texas, LLC
MA 4300 NA210000044	\$723,133.38	Isolation Facility 1 & 2 Services	Hazcore Environmental Inc.
MA 4400 NA200000166	\$1,181,218.60	Medical Staffing of Alternate Care Site	Evins Group LLC D/B/A Evins Personnel Consultants, Ascend National LLC, D/B/A Ascend National Healthcare Staffing
MA 4400 NA210000066	\$277,662.50	Laundry Services for COVID-19 Patients at Alt. Care Site and ProLodges	Boss Lady Mobile Laundry & Cleaning LLC
MA 4400 NE200000003	\$1,568,866.11	Catering Services for Motel Lodging assignment by EOC	Deli Management, Inc. D/B/A Jason's Deli Levy Premium Foodservice LLC D/B/A Levy Restaurants Salvation Army Good Work Austin
MA 4400 NE210000008	\$436,769.76	Catering Services for IsoFac, Prolodge, and Logistics Warehouse RLC	Dorothy Operational Services LLC G&M Catering Inc. Good Work Austin People for Change Texas D/B/A People for Change/Camp Discover Bottling Group, LLC D/B/A Pepsi Beverages Company or Pepsi-Cola CoJo Unlimited Catering Inc Texamericana LLC D/B/A Murphy's Deli
MA 9100 NE200000007	\$2,660,923.50	COVID19 Testing Support Services	AnyPlace Management and Diagnostics Inc. D/B/A AnyPlace MD Inc.
MA 9100 NE200000009	\$1,606,400.14	Eating Apart Together (EAT) Initiative	Sysco USA 1, Inc. D/B/A Sysco Central Texas, A Division of Sysco
MA 9100 NE210000005	\$1,779,207.67	COVID19 Vaccination and Testing Services	Advanced HR Solutions, LTD. D/B/A Pulse Staffing
MA 9100 NE210000007	\$4,704,867.29	Manage Non-Clinical Operations at APH Vaccination Sites	Trail of Lights Foundation
MA 4400 NA210000077	\$2,487,928.50	COVID-19 Planning, Training, Response, Recovery and Surge Support	Hagerty Consulting, Inc. D/B/A Hagerty Consulting
MA 9100 NE220000002	\$115,965.00	Emergency COVID19 Testing Site	Spartan Medical, Inc.
CT 4400 21031700414	\$779,246.94	Continuation of COVID-19 Planning, Training, Response, Recovery and Surge Support	Hagerty Consulting, Inc. D/B/A Hagerty Consulting
CT 4400 20063000811	\$491,877.00	Blue Nitrile Exam Gloves	Matera Paper Company, Inc. D/B/A Fergson Facilites Supply
CT 9100 20061900789	\$5,940,480.00	Additional COVID-19 Testing Services	American Institute of Toxicology D/B/A AIT Laboratories
CT 9100 21012200259	\$4,000,000.00	COVID-19 Testing Supplies and Lab Testing Services	American Institute of Toxicology D/B/A AIT Laboratories
CT 9100 20051400660	\$1,110,000.00	Additional COVID-19 Testing Center	American Institute of Toxicology D/B/A AIT Laboratories
CT 9100 20071700889	\$919,500.00	COVID-19 Testing Services	Dascena, Inc
CT 9100 21011200224	\$217,966.95	Rental of Portable Showers, Handwashing Stations, Generators, and related items in support of COVID-19 response	Texas Disposal Systems, Inc.
CT 9100 20071700884	\$181,993.11	Rental of Portable Showers, Handwashing Stations, Generators, and related items in support of COVID-19 response	Texas Disposal Systems, Inc.
CT 9100 20123100189	\$152,430.34	PPE Gloves and Masks	Cintas Corporation
CT 9300 21111100107	\$130,550.00	Ultrasound Devices	Butterfly Network
TOTAL AMOUNT	\$41,913,373.79		



Council Question and Answer

Related To

Item #18

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Ratify multiple emergency contracts with various contractors to provide goods and services related to the Coronavirus pandemic in the amount of \$41,913,374. (Note: These contracts are exempt from the City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established).

QUESTION/ANSWER: Council Member Fuentes's Office

1. *Please describe how the City of Austin is preparing for continued COVID testing and vaccination sites for the rest of this calendar year. To what extent will at-home test kits be made available to vulnerable communities?*

Regarding COVID testing, Austin Public Health (APH) is evaluating operations on a month-to-month basis. APH is also evaluating operations based on public demand for these services, and closely monitoring a variety of key indicators to ensure the ability to scale up if there is an additional surge. APH will continue to distribute rapid test kits while supplies last and monitor demand to determine if there is a need to replenish the cache provided by the Texas Department of Emergency Management. APH also has an existing contract for At-Home test kits that can be utilized if the need arises.

Regarding vaccination sites, the last mass clinic site, Sims Elementary, will close 6/25/22. Afterwards, vaccination efforts will focus on outreach and mobile, pop-up, and home visits. APH will remain nimble enough to expand for possible future outbreaks; otherwise, APH will focus on the most vulnerable populations and those with the lowest vaccination rates.

APH is also working with FSD Central Procurement to solicit three separate contracts for Turnkey Providers to manage Testing and Vaccine Operations moving forward, and a separate contract for Lab Services for clients that use APH as their COVID testing provider. These requests are scheduled to go before Council for approval late summer.



Council Question and Answer

Related To

Item #19

Meeting Date

May 19, 2022

Additional Answer Information

Authorize a fee-in-lieu of onsite affordable housing for a proposed mixed-use development subject to Plaza Saltillo Transit Oriented Development Regulating Plan and located at or near 1205 E. 4th Street, Austin, Texas 78702.

QUESTION/ANSWER: Council Member Tovo's Office

1. *Please provide additional or clarifying details as to the developer's compelling reason for why housing required for the Regulating Plan's bonus program cannot be provided on-site.*

Staff has worked with the applicant to better understand the compelling reason or requesting to pay the fee in lieu of providing on-site affordable housing. To date, the applicant has not provided a justification that staff would qualify as a compelling reason. The justifications provided by the applicant include: (1) the project was originally designed as an office product and was amended to include the minimum amount of residential space as required by the live/work subdistrict of the Plaza Saltillo TOD; (2) the construction materials chosen for this project increase the total cost of construction, limiting the ability of the developer to absorb the increased costs associated with long-term affordability regulations; (3) due to these increased costs, the project requires the increased square footage provided by the density bonus; and (4) the minimum amount of affordable housing cannot be provided on site as the total amount of residential square footage falls below this minimum.

Staff has reviewed and assessed these claims. While finding all assertions by the applicant to be true, the decisions that have led to this request were voluntary. Staff has proposed multiple alternatives to the applicant to resolve this issue, included a full redesign of the project, a request to rezone the property, or a request for subsidy through the Rental Housing Development Assistance program. The applicant has been uninterested in these alternatives to date.



Council Question and Answer

Related To

Item #27

Meeting Date

May 19, 2022

Additional Answer Information

Authorize negotiation and execution of Amendment No. 4 to the agreement with the University of Texas at Austin to provide African American mental health and wellness services, to add three 12-month extension options each in an amount not to exceed \$178,685, for a revised total agreement amount not to exceed \$1,072,110.

QUESTION/ANSWER: Council Member Kelly's Office

1. *What churches are being considered for funding?*

No churches are being considered for funding. Through this agreement, the City funds the UT School of Nursing to provide church-based mental health and wellness services. The School of Nursing has been working closely with Mt. Zion Baptist Church and Rehoboth Baptist Church.

2. *What are the mental health services being provided?*

Over the past 3 years, the School of Nursing has provided an array of mental/holistic health programs, including monthly wellness discussion groups on topics such as grief, loss, loneliness, racism, flu and COVID vaccination, heart health, healthy eating, physical activity, medication safety and end of life discussions. The program has also provided Mental Health First Aid trainings, connected individuals with mental health care when needed and provided consultation to Pastors to help them navigate conversations regarding mental health care with their congregants.

3. *What programs like this have the University of Texas at Austin completed in the past?*

In addition to Item #27, the City of Austin is funding two programs where the UT School of Nursing is partnering with community organizations.

The partnership with *Mama Sana Vibrant Woman* provides culturally resonant and quality prenatal and postnatal care in Austin and Travis County using a reproductive justice model. The partnership with the *Alliance for African American Health in Central Texas* provides peer coaching and support to help people achieve optimal physical, mental, and social well-being through physical activity and healthy eating.

Previous programs completed in the past include:

- a. Numerous pilot studies that focus on self-management support for chronic conditions.
- b. A statewide Community Health Worker (CHW) workforce analysis throughout Texas to better understand the support and training needs of CHWs.
- c. The development and delivery of numerous trainings to help CHWs develop specialty knowledge and skills to promote community health.

4. *What are future programs planned?*

At this time, the City does not have plans to fund additional UT School of Nursing programs.



Council Question and Answer

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QUESTION/ANSWER: Council Member Tovo's Office

1. Does UT administer this program itself? Or does UT contract with another org(s)?

Yes, the UT School of Nursing administers the program.



Council Question and Answer

Related To

Item #28

Meeting Date

May 19, 2022

Additional Answer Information

Authorize negotiation and execution of an agreement with Austin Independent School District to provide one-time funding for a pilot program to increase access to resources for parents and families, for a 24-month term beginning July 1, 2022, for an amount not to exceed \$520,000.

QUESTION/ANSWER: Council Member Kelly's Office

1. Please outline the specific resources provided by this program.

Community School Coordinators will focus on strategies that will build on existing Family Resource Center (FRC) services to grow the FRCs into neighborhood resilience hubs.

Strategies include:

- working with city, county and other partners to develop crisis plans, with FRCs acting as points of service delivery during crisis events.
- hosting monthly meetings with service and grassroots partners to strengthen connections and improve safety net strategies.
- working as part of the FRC teams to extend partner services and social services training to all campuses in target vertical teams.
- holding twice-yearly community school planning dinners, as well as other events that involve parents and community stakeholders in school improvement planning based on the community school model.
- supporting community-wide resource events sponsored by Austin Voices, such as HopeFest at Northeast High School and assisting campuses with the creation of new family resource events.
- gathering data through family and teacher surveys that will assist in the creation of strategies to reduce barriers, improve conditions and increase opportunities for learning.
- supporting the success of vertical team adult education programs through publicity, partner recruiting and enrollment strategies.
- recruiting and training parents as part of Austin Voices' "community block leader program" to be resource experts and advocates in their communities.
- and recruiting and training volunteers to support FRC outreach activities and events.

2. Please list who the program plans on working with related to the following:

Community Partners: Central Texas Food Bank, El Buen Samaritano, African-American Youth Harvest Foundation, People's Community Clinic, Austin Energy, Austin Community College, Phoenix House, Communities in Schools, Boys and Girls Club, Goodwill Central Texas, Council on At-Risk Youth, River City Youth Foundation, Austin Public Health, Austin Public Library, Austin Parks and Recreation, Housing Authority of the City of Austin, Skillpoint Alliance, Go Austin Vamos Austin, Dell Medical School, CommUnity Care, Central Health, Verde Leaders (Austin FC), Travis County Health and Human Services, Assistance League of Austin, United Way for Greater Austin, Hope Thrift Store, Education Austin, Family ElderCare, Ending Community Homelessness Coalition, Children's Optimal Health, Worker's Defense Project, YMCA, St. David's Foundation, Ascension, SAFE Alliance, Foundation Communities, Workforce Solutions, Center for Child Protection, Travis County Underage Drinking Prevention Program and Lonestar Circle of Care

Campuses: Community School Coordinators will be based at Burnet, Dobie, Martin and Webb Middle Schools, and will work with surrounding elementary and high schools in those communities through vertical teams.

Grassroots/Community Groups: Neighborhood Associations and Contact Teams in the neighborhoods around the four middle schools, such as Restore Rundberg/Rundberg Alliance, St. John Neighborhood Association, North Austin Civic Association; Faith-based institutions (churches, volunteer groups); volunteer groups from the University of Texas, St. Edward's University, Huston-Tillotson University and other social justice and racial equity partners.



Council Question and Answer

Related To

Item #28

Meeting Date

May 19, 2022

Additional Answer Information

Authorize negotiation and execution of an agreement with Austin Independent School District to provide one-time funding for a pilot program to increase access to resources for parents and families, for a 24-month term beginning July 1, 2022, for an amount not to exceed \$520,000.

QUESTION/ANSWER: Council Member Vela's Office

1. Will these Community School Coordinators work with Parent Support Specialists?

The Community School Coordinator is affiliated with the Family Resource Centers program through the Austin Independent School District (AISD) and will work with families who utilize those resources to increase connections to other community resources.

2. Will they be adding capacity to PSS or working on different projects?

The Community School Coordinators will not be working directly with PSS; they will be placed within the Family Resource Centers (FRCs) program structure to increase the services provided to families utilizing the FRCs.

The goals of the Family Resource Centers are to:

- support the strengthening of existing AISD/Austin Voices' Family Resource centers into community-based "resilience hubs" that are ready to support neighborhoods in crisis;
- increase connections between service partners and grassroots organizations that build a safety net of services aimed at increasing family stability and community resilience;
- provide opportunities for parents, campus and community partners to plan campus/community improvements using the community school model;
- increase the number of community-based events that increase positive connections between schools and their surrounding communities; and
- extend coordinated adult education opportunities through a vertical team "adult academy," that will leverage community partners offering adult education courses as a way to increase long-term family stability and positive involvement in education.

3. Will these CSC be placed at specific schools? And if so, which schools will they be working from?

Yes, they will work at the existing Family Resource Centers at Burnet, Dobie, Martin and Webb Middle Schools.



Council Question and Answer

Related To

Item #28

Meeting Date

May 19, 2022

Additional Answer Information

Authorize negotiation and execution of an agreement with Austin Independent School District to provide one-time funding for a pilot program to increase access to resources for parents and families, for a 24-month term beginning July 1, 2022, for an amount not to exceed \$520,000.

QUESTION/ANSWER: Council Member Fuentes's Office

1. *How is the role of a Community Coordinator different from a Parent Support Specialist? How much would these coordinators get paid? How much are Parent Support Specialists paid?*

A Community Coordinator is affiliated with the Family Resource Centers program through Austin Independent School District (AISD) and will work with families who utilize those resources to increase connections to other community resources.

The goals of the Family Resource Centers are to:

- support the strengthening of existing AISD/Austin Voices' Family Resource centers into community-based "resilience hubs" that are ready to support neighborhoods in crisis;
- increase connections between service partners and grassroots organizations that build a safety net of services aimed at increasing family stability and community resilience;
- provide opportunities for parents, campus and community partners to plan campus/community improvements using the community school model;
- increase the number of community-based events that increase positive connections between schools and their surrounding communities; and
- extend coordinated adult education opportunities through a vertical team "adult academy," that will leverage community partners offering adult education courses as a way to increase long-term family stability and positive involvement in education.

The Community Coordinator is expected to be paid \$56,250 plus benefits for a full year.

Parent Support Specialists specifically work with parents or families of youth attending AISD schools with three primary goals:

- Develop and promote inclusive family friendly schools;
- Facilitate and promote parent education and conduct communications and outreach;
- Develop parent leaders and Parent / PTA.

Based on information from AISD, the average Parent Support Specialist's salary is \$33,106 plus benefits for 209 duty days (approximately 42 weeks.)



Council Question and Answer

Related To

Item #29

Meeting Date

May 19, 2022

Additional Answer Information

Authorize the negotiation and execution of an agreement with the Quality of Life Foundation for job placement and training services for the Emerging Leader Summer Internship Program, in an amount not to exceed \$120,000.

QUESTION/ANSWER: Council Member Kelly's Office

1. *When are the field trips to the government and Participating in a Culminating Ceremony planned, if so, what are the plans?*

There are no field trip scheduled to the government. The Culminating Ceremony is scheduled for 7/22/22 at City Hall



Council Question and Answer

Related To

Item #29

Meeting Date

May 19, 2022

Additional Answer Information

Authorize the negotiation and execution of an agreement with the Quality of Life Foundation for job placement and training services for the Emerging Leader Summer Internship Program, in an amount not to exceed \$120,000.

QUESTION/ANSWER: Council Member Vela's Office

1. *Can you share information about how many students participate in this program annually and what the demographics of the participants are, including what high schools they attend?*

how many students participate in this program annually: 75-85

what the demographics of the participants: High school students, grades 9th through 12th, ages 15 -18

high schools: city resident students who attend various schools representing 24 high schools, charter and home schools



Council Question and Answer

Related To

Item #31

Meeting Date

May 19, 2022

Additional Answer Information

Approve an ordinance amending City Code Chapter 13-7 (Vehicle Immobilization Services) to authorize use of vehicle boots that may be removed by a vehicle owner and deposited in an on-site receptacle, and to prohibit imposing a security deposit for vehicle boots.

QUESTION/ANSWER: Council Member Ellis's Office

1. *How will the City ensure that self-removed boots do not end up in our waterways, posing an environmental hazard? Will ATD and/or WPD implement procedures for retrieving dumped self-removed boots from the lake or other bodies of water, similar to our mitigation of dumped micro-mobility devices, and to what extent will the City hold vehicle immobilization companies responsible for such dumping? Do the self-removable boots have GPS technology?*

The City of Austin licenses private companies to perform vehicle immobilization (booting) services within privately owned parking facilities under Chapter 13-7 of City Code. During discussions with private booting companies, they have relayed that the replacement cost for an electronic booting device is \$1000.00.

Vehicle immobilization companies are responsible for their own devices and would be liable to retrieve any devices found unattended in the City and to reimburse the City for any potential damages that might arise from the misuse or misplacement of a booting device. Like traditional booting devices, electronic booting devices do not usually have built-in GPS. However, each company must send a description and photograph of the devices their company utilizes to the Mobility Services Division for approval as a licensing requirement. Therefore, if a device were to be discovered unattended in the City, City staff would be able to contact the responsible booting company for retrieval, as well as for reimbursement for any potential damages. Additionally, when a booting device is placed upon a vehicle by booting company personnel, information pertaining to the vehicle is logged. Therefore, if a device placed upon a vehicle became lost or damaged, a booting company could then pursue civil damages against the vehicle owner.



Council Question and Answer

Related To

Item #31

Meeting Date

May 19, 2022

Additional Answer Information

Approve an ordinance amending City Code Chapter 13-7 (Vehicle Immobilization Services) to authorize use of vehicle boots that may be removed by a vehicle owner and deposited in an on-site receptacle, and to prohibit imposing a security deposit for vehicle boots.

QUESTION/ANSWER: Council Member Kelly's Office

1. *What are the projected costs (per boot) for boots that are stolen or damaged due to the self-servicing process?*
Private vehicle immobilization (booting) companies have reported that the code-release booting devices they utilize for self-removal services cost approximately \$1000.00 each. However, there is no cost to the City as they will operate on private property.
2. *Would the City or the vehicle immobilization service be responsible for the replacement of the stolen or damaged boot?*
Private vehicle immobilization (booting) companies operate their services on private properties. Therefore, the City would not be liable for any damaged or lost devices. Booting companies would be financially responsible for their own devices.



Council Question and Answer

Related To

Item #35

Meeting Date

May 19, 2022

Additional Answer Information

Approve a resolution declaring the City's support for inclusive reproductive care, amending the City's legislative agenda to include support for The Access to Infertility Treatment and Care Act, and directing the City Manager to study and report back on the inclusion of family building support, such as fertility and adoption and fostering assistance, for City employees.

QUESTION/ANSWER: Council Member Kelly's Office

1. *What is the projected cost of the pilot program?*

There is no cost estimate at this time.

2. *Are these services available to employees who have health insurance currently at the city? What are the details of those services, including costs?*

The proposed services (IVF, cryopreservation, and support for adoption, foster care, and kinship placement services) are not currently available through the City's health insurance plan. Staff is contracting with our actuary to complete a study and provide recommendations. New studies take at least six months to complete and corresponds with the 180 days sets forth in the resolution. The City does provide fertility testing and counseling and does provide paid parental leave to families, including those who foster and/or adopt.



Council Question and Answer

Related To

Item #38

Meeting Date

May 19, 2022

Additional Answer Information

Approve an ordinance waiving or reimbursing Fiscal Year 2021-2022 Parks and Recreation Department training fees for lifeguards.

QUESTION/ANSWER: Council Member Ellis's Office

1. *How many people have applied to become lifeguards and of those, how many have been hired?*

As of May 17, 2022, PARD Aquatic Division has received 632 applications for Lifeguard. Typically lifeguard applicants have a 50% attrition rate as they move through the application and training process. The Aquatic Division currently has 207 lifeguards ready to work.



Council Question and Answer

Related To

Item #38

Meeting Date

May 19, 2022

Additional Answer Information

Approve an ordinance waiving or reimbursing Fiscal Year 2021-2022 Parks and Recreation Department training fees for lifeguards.

QUESTION/ANSWER: Council Member Tovo's Office

1. How many lifeguard applications has PARD received for summer 2022?

As of May 17, 2022, PARD Aquatic Division has received 632 applications for Lifeguard. Typically lifeguard applicants have a 50% attrition rate as they move through the application and training process.

2. Since January 1, how many job offers has PARD extended to lifeguards?

Conditional offers are given to all 632 applicants, pending completed paperwork, approved background check and successful completion of the lifeguarding class. Since January, we have certified 77 new Lifeguards and 83 returning Lifeguards. The Aquatic Division currently has 207 lifeguards ready to work.

3. One constituent reports that she filed a lifeguard application on 4/17/22 and has not yet heard from PARD. Is this an anomaly? If not, can PARD receive additional support from Human Resources or other departments to assist with managing these applications?

Candidates who applied on-line and meet the minimum qualifications are entered into an electronic hiring system. That system auto-generates an email that goes to candidates about next steps in the hiring process and includes attachments that the candidate can fill out prior to going to the Aquatics office, the address of the office, and a contact for questions. The HR team has hired an additional HR team member to assist, as well as using an additional staff member to reach out to candidates that have applied. The Aquatic Division is exploring a text messaging system to update the way we communicate, as texting is a more common mode of communication today. Parks and Recreation emails likely get lost in a junk folder or many candidates may not check their email on a regular basis. If we have not heard back from an applicant after the auto email, we typically reach out one additional time via email and once more by phone if a number was provided in the application. All communication is logged for verification, we would suggest any applicant who has not received communication to reach out to the Aquatic Division directly as it is likely a typo in the email address provided.



Council Question and Answer

Related To

Item #38

Meeting Date

May 19, 2022

Additional Answer Information

Approve an ordinance waiving or reimbursing Fiscal Year 2021-2022 Parks and Recreation Department training fees for lifeguards.

QUESTION/ANSWER: Council Member Fuentes's Office

1. *How many lifeguards have been hired for the summer season?*

As of May 12, 2022, 196 Lifeguards have been trained and hired on to work for the City of Austin.

2. *How many more lifeguards are needed to maintain normal operations at City of Austin pools?*

To operate all 34 life-guarded City of Austin pools, approximately 750 Lifeguards are required. We currently need about 550 additional Lifeguards trained and hired in order to operate all of our pools on a schedule similar to 2019.



Council Question and Answer

Related To

Item #43

Meeting Date

May 19, 2022

Additional Answer Information

Set a public hearing to consider an ordinance authorizing an amendment to the Land Development Standards Agreement with Manor Independent School District to extend the term of the agreement by five years. (Suggested date: June 9, 2022, at Austin City Hall, 301 W. Second Street, Austin, Texas)

QUESTION/ANSWER: Council Member Fuentes's Office

1. *Please provide a copy of the Land Development Standards Agreement.*
Please see attached.

LAND DEVELOPMENT AGREEMENT

WHEREAS, the City of Austin through its ordinances and regulations maintains land use controls, site development regulations, and water quality controls for the protection of the public health, safety, and welfare of the people of the City of Austin and for the preservation of water quality as required by the State and Federal governments;

WHEREAS, Manor Independent School District is a political subdivision of the State of Texas charged with the education of children which has its own funding source and elected governing body separate from the City of Austin;

WHEREAS, independent public school districts must meet certain construction standards and occupancy deadlines due to state mandated educational facility requirements and public fiduciary obligations;

WHEREAS, the City of Austin and the Manor Independent School District desire to establish mutually acceptable land development standards and procedures for the construction of educational facilities which will provide predictability and reduced costs and still protect the public health, safety, and welfare.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to Section 212.902 of the Texas Local Government Code, the City of Austin ("City") and the Manor Independent School District ("the School District") hereby agree that the future construction and expansion of educational facilities within the regulatory jurisdiction of the City shall be in accordance with the objectives, standards, and procedures set forth in this Agreement.

ARTICLE I APPLICABILITY AND ADMINISTRATION OF AGREEMENT

Section 1.1. Purpose. The purpose of this Agreement is to establish consistent land development standards and review procedures and review periods for educational facilities constructed by the School District within the City's corporate limits, limited purpose jurisdiction, or extraterritorial jurisdiction, as appropriate. It is the intent of the governing bodies of the City and the School District to enable the School District to conduct long range funding and construction planning by relying on the development standards and terms set forth in this Agreement. In doing so, the goal is to provide cost-effective education as well as citizen and child safety to the tax payers of the School District and the City. Further, the standards and procedures should, to the greatest extent possible, minimize fees, review fees and review periods by the City and minimize, to the greatest extent possible, the associated operational costs to the City. By entering into this Agreement, the parties seek to establish regular communication and maintain a cooperative working relationship with the goal of enhancing public education through consistent development standards and reasonable charges for City services.

Section 1.2. City Liaison and Environmental Liaison. The City shall designate one upper-level, full-time city employee to act as City Liaison with the School District who will establish and maintain communication with the School District and who will review and, if possible, resolve all issues and disputes relating to this Agreement. The Environmental Officer of the City shall act as the Environmental Liaison. The City Liaison and the Environmental Liaison shall assist the City in providing timely and consistent review and interpretation of issues relating to this Agreement.

Section 1.3. School District Liaison. The School District shall designate one upper-level, full-time employee to act as School District Liaison with the City who will establish and maintain communication with the City and who will review and, if possible, resolve all issues and disputes relating to this Agreement. The School District Liaison shall assist the School District and its consultants in complying with the terms and intent of this Agreement.

Section 1.4. Notification. The School District shall not be obligated to notify adjacent property owners of the School District's intent to initiate any reviews or approval by, or communications with the City, or any development addressed in this Agreement unless notification is required by state law. If the City chooses to notify any person of the School District's activity pursuant to this Agreement, such notification shall be at the City's cost.

Section 1.5. State and Federal Regulations. The School District acknowledges its legal obligation to comply with all applicable state and federal regulations relating to land development and construction.

Section 1.6. Site Development Plan Required.

a. Unless otherwise authorized by this Agreement, no development shall be commenced, erected, or placed by the School District on property until a site development plan has been approved in accordance with this Agreement. A site development plan shall not be required for: (1) the placement, construction, maintenance, or repair of temporary classrooms; (2) the installation of sidewalks providing access to temporary classrooms; (3) the placement, construction, maintenance or repair of utilities that serve a temporary classroom; or (4) educational facility repair and remodeling which does not require land disturbance or create additional impervious cover. A site

development plan shall not be required for any development that will disturb 5,000 square feet or less of land. A site development plan shall only include those notes which reflect the requirements of this Agreement and applicable city ordinances and rules in effect at the time of submittal unless mutually agreed otherwise, development for which a site development plan is not required must otherwise comply with the provisions of this Agreement.

b. Development may be phased to establish construction timing for the proposed development if each proposed phase is a genuine and separate part of the entire development. A phased site development plan shall provide all the information required by Section 3.1 for the first phase and sufficient engineering, drainage, and water quality information to demonstrate the feasibility of the future phases to comply with the requirements of this Agreement. If the phased site development plan provides all the information required by this Agreement for each phase shown on an approved phased site development plan, then the School District may initiate construction of each phase shown on the approved site development plan so long as the approved site development plan has not expired. If subsequent phases of a phased site development plan do not contain all the information required by Section 3.1, then the requirements of this Agreement shall be met for each phase prior to construction of the phase. If a traffic impact analysis is required by this Agreement for any phase of a site development plan, the phasing plan shall adequately address the traffic related concerns associated with each phase and the entire site development plan.

Section 1.7. Completion of Project. After the expiration of this Agreement, the School District may develop land, obtain a building permit (if required), and construct an educational facility in conformance with an approved and unexpired site development plan, this Agreement and any unexpired permits issued under this Agreement. If at the time of the expiration of this

Agreement, an unexpired building permit has been issued under this Agreement, the construction authorized by that building permit may proceed for as long as the building permit remains valid, and all certificates of occupancy shall be issued pursuant to the terms of this Agreement. After the expiration of this Agreement, the detailed engineering and drainage plans required for each phase of a phased site development plan may be submitted by the School District and shall be reviewed and approved in accordance with the approved phased site development plan and this Agreement. A site development plan application shall expire one year after submittal if not approved earlier.

Section 1.8. Existing Facilities and Sites. This Agreement shall apply to the remodeling, and expansion of any educational facility owned by the School District. Any site plan approved by the City prior to the effective date of this Agreement, may be resubmitted and modified or phased in accordance with the terms of this Agreement.

Section 1.9. Applicability. Nothing in this Agreement shall be construed to limit or prevent the School District from purchasing, leasing, or acquiring any building or structure that does not comply with the terms of this Agreement. Conversion or use of a building or structure as an educational facility must comply with this Agreement and applicable City ordinances and rules. The terms, of this Agreement shall apply only in the event of a development permit application to the City.

Section 1.10. Site Selection. The development standards in this Agreement shall serve as a guideline for the selection and/or designation of land as a site for an educational facility to be built by the School District. The School District acknowledges that choosing a site, developing a site, and expanding or changing an educational facility may have an adverse impact on the City's ability to provide related operational services, especially traffic and pedestrian safety controls. The School

District will work jointly, through the City and School Liaisons, to make the site and/or expansion of an educational facility, operationally safe at reasonable cost. Prior to acquiring a site, the School District may conduct a development assessment as described herein. The School District may consult the City regarding the development capacity of a site prior to acquisition. The School District acknowledges that if the City is not consulted prior to site acquisition or if a development assessment is not conducted, the School District assumes a substantial risk that the site may not be suitable for development, and that the City may not approve development proposals for the site. A development assessment report shall include, at a minimum, a slope category analysis, floodplain designation, identification of critical environmental features, and calculation of water quality transition zones. At the time of a School District request for a development assessment from the City, the School District shall provide the City the School District's development assessment report. Upon a request for a development assessment by the School District, the City shall meet with the School District Liaison within 10 days unless otherwise mutually agreed upon. Based on the development assessment information provided by the School District, the City shall, within 20 days of the meeting with the School District Liaison, provide the School District a written opinion on the development capacity of the site based on the requirements of this Agreement and applicable City ordinances and rules.

ARTICLE II DEFINITIONS

Section 2.1. Definitions. Each term shall have the meaning assigned to it in the City ordinances and rules. In addition, each of the following terms shall have the meaning assigned to it in this Article II:

Activity Facility. An arena, building, or structure used primarily for competitive and school activities and which is located on or is part of a school campus.

Certified Inspector. A person who has at least six years of inspection and/or construction experience and is currently certified in the inspection discipline by at least one nationally recognized inspector certifying entity, including, without limitation, the International Conference of Building Officials ("ICBO") for facilities and the State of Texas for plumbing. The City Building Official may require reasonable documentation to establish and verify the inspection/construction experience of an inspector.

Educational Facility. Any building, structure, or site used for educational purposes including, preschool, primary and secondary schools, activity facilities, temporary classrooms, playing fields, and accessory uses, owned, constructed or operated by the School District.

Effective Date. The date this Agreement has been executed by both parties.

Preschool Facility. A facility used for offering instruction and/or a child development curriculum. This term includes nursery schools, preschools, and day care centers.

Primary School. A facility for offering instruction or used in connection with the offering of instruction at the elementary school level in the branches of learning and study required to be taught in the public schools of the State of Texas.

Public Improvements. Facilities or structures, including, without limitation, electric transmission facilities, water and wastewater lines and facilities, streets and other transportation improvements, and drainage facilities to be accepted for operation and maintenance by the City or

any other public entity other than the School District, that are necessary for the operation or occupancy of an educational facility.

School District Purposes. The use and development of property by the School District for the furtherance of any constitutional or statutory purpose of a School District, including, the construction of buildings and facilities for uses essential to or commonly associated with teaching, research, the preservation of knowledge, and all auxiliary enterprises, buildings, facilities and uses, but for purposes of this Agreement only, not administration, transportation, or operations and vehicle maintenance related facilities.

Secondary School. A facility for offering instruction or used in connection with the offering of instruction at the junior and senior high school levels in the branches of learning and study required to be taught in the public schools of the State of Texas.

Temporary Classroom. A movable or modular building used for School District purposes constructed on a chassis and designed to be towed over public roads, designed for year round occupancy, designed for use without a permanent foundation (but which may sit on a permanent foundation) and designed to be connected to one or more utilities. A temporary classroom may consist of one or more sections that can be telescoped when transported and expanded later for additional capacity, or if two or more sections, separately transportable but designed to be joined into one integral unit.

ARTICLE III SITE DEVELOPMENT PLAN REVIEW

Section 3.1. Site Development Plans, Generally. Site development plans, except as set forth in Sections 3.2 and 3.3, shall include, but not be limited to, the following information:

- a. the date, scale, north point, title, and name and address of the person preparing the site development plan;
- b. the location, bearings and distances of boundary lines, easements, and required setbacks of all existing and proposed buildings and land improvements;
- c. a dimensional control plan of existing and proposed site improvements, including parking and loading areas, pedestrian and vehicular access, proposed fire lanes, utility or service areas, fencing and screening, and lighting;
- d. the center line of existing water courses and drainage features; and the 100-year floodplain;
- e. a table showing the number of existing and proposed off-street parking and loading spaces;
- f. existing topography, clearing and grading; proposed drainage plans with temporary and permanent erosion control measures and limits of construction;
- g. proposed elevation contours at a minimum of two-foot contour intervals, or best available topography;
- h. the location and size of proposed signs; and the location and scientific identification of trees within the limits of construction or within 25 feet of the limits of construction greater than eight inches in diameter to be protected during construction;
- i. water quality controls, if applicable;
- j. location and size of right-of-way of existing and proposed streets, alleys, and sidewalks immediately adjoining and within the site;
- k. location of curb cuts for the site and adjacent lots or sites;

- l. location of utility lines and fire hydrants within and adjacent to the site; and the location of septic drain fields within the site;
- m. location of all building entrances, if known;
- n. construction details and notes for all site development plan improvements excluding building construction plans, but including height of building and finished floor elevations; provided, however, that on phased site development plans, subsequent phases need only meet the requirements of Section 1.6.b.
- o. impervious cover of the development expressed as square footage and as percentage of the net site area;
- p. location of critical environmental features;
- q. area map showing location of the site;
- r. legal description by lot, block, subdivision, or metes and bounds, if applicable;
- s. street address of the site verified by the City of Austin, if applicable;
- t. areas of future building or structure expansion, and/or temporary classrooms;
- u. a table showing square footage of each use within the building for estimating parking requirements;
- v. location of trash pickup if a commercial trash dumpster is used;
- w. traffic patterns, proposed school zones, and pedestrian crossing locations; and
- x. landscaping plan for the site.

Section 3.2. Site Development Plans for Public Improvements. A site development plan for public improvements shall include, but not be limited to, the following:

- a. the date, scale, north point, title and name and address of the person preparing the site development plan;
- b. the location, bearings and distances of boundary lines, easements, existing utilities, and required setbacks of all existing and proposed buildings and land improvements;
- c. the center line of existing water courses and drainage features; the location and size of existing and proposed streets and alleys, and the 100-year floodplain;
- d. a plan showing existing and proposed topography, limits of construction, and proposed drainage plans with temporary and permanent erosion control measures;
- e. right-of-way and paving dimensions and locations of existing and proposed public streets and sidewalks immediately adjoining and within the site;
- f. a plan showing location and size of any proposed water and wastewater mains; and profiles if required by the City's Utility Criteria Manual;
- g. location of curb cuts for adjacent lots or sites;
- h. location and scientific name of trees greater than eight inches in diameter to be protected during construction,
- i. location of critical environmental features; and
- j. area map showing location of site.

Section 3.3. Small Project Site Development Plan. A small project site development plan shall include, but not be limited to, the following:

- a. the date, scale, north point, title, and name and address of the person preparing the site development plan;

- b. map of the area of construction showing the existing drainage patterns, existing and proposed 100-year floodplains using fully developed conditions and drainage conveyance features and the relationship to existing development within 50 feet of the area of construction. Areas that drain through and onto the area of construction shall be shown. For small projects the "area of construction" is defined as that area within 20 feet of the proposed limits of construction;
- c. topographic map showing the proposed site grading and drainage layout with two-foot contour intervals and directional drainage flow arrows;
- d. location of critical environmental feature within 150 feet of the limits of construction and proposed drainage patterns surrounding the critical environmental feature;
- e. an erosion/sedimentation control plan for both during and after construction with phasing, if necessary. Show areas for construction staging vehicular use areas and temporary spoil disposal areas in addition to the overall limits of disturbance. Revegetation criteria shall be provided, including seed or hydromulch type, watering intervals prior to established grass growth and fertilizer application rates;
- f. type of structure to be constructed or type of construction; and
- g. area map showing location of site containing the area of construction.

Notwithstanding Section 3.1, small project site development plan shall be used for permanent spoil disposal.

Section 3.4. Small Projects. The following are defined as small projects and, except as provided in Section 3.1, shall require a small project site development plan;

- a. Construction of storm sewers less than or equal to 30 inches in diameter located entirely within a public right-of-way or an easement;
- b. Construction of utility lines equal or less than eight inches in diameter located totally within a public right-of-way;
- c. Construction of turning lanes from each side of a median on a divided arterial;
- d. Construction of intersection improvements;
- e. Widening a public street to provide a deceleration lane where no additional right-of-way is required;
- f. Depositing less than two feet of earth fill on sites not located in the 100-year flowplain, and where no fill will be deposited within the dripline of a protected tree;
- g. Construction or reconstruction of a retaining wall less than 100 feet in length and eight feet in height, with back fill which does not reclaim substantial land, except that which has eroded due to failure of an existing retaining wall;
- h. Development that disturbs between 5,000 and 10,000 square feet of land;
- i. Any other minor site activities similar to those listed in subsections (a) through (g), as determined by the Director of the City's Development Review and Inspection Department;

Section 3.5. Drainage and Water Quality Report. A Drainage and Water Quality Report shall be submitted with each site development plan application and shall include the following:

- a. map of the area showing the existing drainage patterns, existing and proposed 100-year floodplains. Off-site drainage areas that drain through and onto the site or area

of construction should also be shown. Field notes and sketches describing all drainage easements and 100-year floodplain areas;

- b. Topographic map showing the proposed site grading and drainage layout with two-foot contour intervals and directional drainage flow arrows;
- c. location of critical environmental features within 300 feet in any direction from the limits of construction and proposed drainage patterns surrounding the critical environmental features;
- d. method and location of capturing stormwater run-off from buildings, parking lots, and driveways, if applicable;
- e. calculations showing the amount of stormwater leaving the site in both pre-development and post-development conditions and adequacy of downstream property adjacent to the site to convey the post-development flows for the 2, 25, and 100-year storm events;
- f. the location of proposed water quality controls and calculations for same, if applicable; and
- g. an erosion/sedimentation control plan for both during and after construction with phasing, if necessary. Show areas for construction staging, vehicular use areas and temporary spoil disposal areas in addition to the overall limits of disturbance. Revegetation criteria shall also be addressed, including seed or hydro-mulch type, watering intervals prior to established grass growth and fertilizer application rates.

Section 3.6. Environmental Site Assessment Conference. School District design professionals, including engineers, shall meet with the Environmental Liaison or designee prior to

the initiation of site development plan preparation in order to review site development environmental issues which shall include the following: (a) the environmental assessment for the site, if applicable; (b) water quality protection requirements of this Agreement; and (c) the characteristics of the site.

Section 3.7. Predesign Conference. School District professionals, including engineers, shall meet with the City Liaison and the Environmental Liaison or designees prior to site development plan preparation in order to review site development issues which shall include, but not be limited to: (a) driveway locations; (b) school zone limits; (c) potential deviations from the standards of this Agreement and applicable city ordinances and rules; (d) number of plan and document copies to be submitted to the City; and (e) such other additional topics as agreed upon between the School District, City, and Environmental Liaisons. A predesign conference shall take place within 14 days of a request by the School District.

Section 3.8. Site Development Plan Submittal.

a. The submittal of a site development plan by the School District to the City for review shall constitute a representation that to the best knowledge of the School District, the site development plan complies with this Agreement,

b. Upon submittal of a site development plan, the School District shall deliver to the City the number of copies of the site development plan requested by the City, a completed City application form, all required reports, and all required fees which have not been waived.

c. All site development plans, including those described in Sections 3.1, 3.2, 3.3, and 3.4, shall be signed by and contain the seal of a professional engineer on legible and reproducible mylar, 24 inches by 36 inches in size, drawn to scale and sufficiently dimensioned.

d. The City Liaison may waive any initial submittal requirement for a project which, in the City Liaison's opinion, does not appear essential in a particular application for the School District to demonstrate compliance with this Agreement.

Section 3.9. City Review and Comment Criteria.

a. The City Liaison shall notify the School District Liaison by telephone or facsimile transmission within two working days of site development plan submittal if the submitted site development plan and reports do not meet the minimum submittal requirements of this Agreement and applicable City ordinances and rules. If the site development plan is insufficient for review, then the City Liaison shall provide a written explanation of the application's deficiencies. After the submittal of a sufficient and complete application, the City shall have 28 days to review a site development plan, each subsequent phase of an approved phased site development plan, and accompanying reports, if any, and respond with complete comments from all reviewing City departments to the School District Liaison regarding the site development plan's compliance with this Agreement. Should complete comments not be returned within said 28 days, then the City Liaison shall give a written response to the School District with a copy to the City Manager. Said response shall contain a detailed explanation of the reasons for the delay and an accurate timetable for when complete comments regarding the site development plan will be issued.

b. After submittal of a sufficient and complete application, the City shall have nine days to review a small project site development plan and respond to the School District Liaison with written comments from all reviewing City departments regarding compliance with this Agreement and applicable City ordinances and rules.

c. The City shall have fourteen (14) days to review submitted updates to a site development plan.

d. The School District shall give the City Liaison at least two working days prior notice of the School District's intent to submit a site development plan for initial review or a site development plan update based on prior City review.

e. The School District shall include with all update submittals a summary sheet listing each comment issued by the City and a brief description of how the comment was addressed.

f. If, after the City has issued comments to the second update to the site development plan and the City has not approved the site development plan, the School District and City Liaisons shall meet to resolve the remaining issues preventing site development plan approval. Unless otherwise agreed upon by the Liaisons, the above described meeting shall occur within 10 days of the City issuing comments to the second site development plan update.

g. Site development plans for educational facilities shall have priority review by the City.

Section 3.10. Final Approval. The site development plan shall be approved if the site development plan complies with this Agreement and all applicable City ordinances and rules.

Section 3.11. Effect of Approved Site Development Plan. A site development plan approved pursuant to this Agreement shall satisfy all City requirements necessary for the School District to begin site construction of all development features shown on the site development plan. If required, a building permit shall be issued by the City to the School District when the building construction plans are approved as complying with the applicable Building Code and the approved site

development plan. The School District may begin site construction and utility construction in accordance with the site development plan after: (a) the approval of the site development plan, (b) a preconstruction conference, and (c) installation of required environmental controls. If applicable, water and wastewater tap(s) from the City may be purchased after approval of the site development plan.

Section 3.12. Minor Revisions to Approved Site Development Plans Prior to or During Construction. The School District shall transmit to the City Liaison copies of proposed minor revisions to an approved site development plan. Within four working days of the School District's request for a minor revision, the City shall approve the request if, subject to modifications required by the City, the minor revision is consistent with this Agreement and applicable City ordinances and rules. Minor field revisions involving temporary erosion controls may be approved by City environmental field inspectors. "Minor revisions" under this Section are alterations to an approved site development plan which comply with this Agreement and applicable City ordinances and rules and the City Liaisons determine that the revisions generally:

- a. do not generate more than 10% additional site traffic above the overall approved site development plan, or significantly affect traffic or pedestrian patterns in an adverse manner;
- b. do not increase impervious cover by more than 1,000 square feet (this 1,000 square foot increase may be used one time only);
- c. do not lessen overall water quality (any modification required for a water quality control may be approved under this section); and

- d. do not move a building more than 50 feet, if the building is not moved to within a setback area.

All revisions that are not minor revisions will be reviewed by the City as a new submittal.

Section 3.13. Lapse of Approval. An approved site development plan shall lapse and become void three years following the date on which such approval became effective unless construction has begun and is diligently pursued to completion. An approved phased site development plan shall lapse and become void five years following the date on which such approval became effective unless construction has begun and is diligently pursued to completion. A site development plan shall not lapse, if on its expiration date, a building permit is in effect, a certificate of occupancy has been issued for any portion of the site development plan; the site, or any portion thereof, is occupied (when no building permit or certificate of occupancy is required); or any portion of the site is under construction in compliance with the site development plan. When an approved site development plan remains in effect beyond its scheduled expiration date as a result of the issuance of a building permit, the approved site development plan shall remain in effect only so long as the building permit is in effect, unless a certificate of occupancy is issued for the construction subject to the building permit in which case the previous sentence controls. A site development plan that expires under this section must be resubmitted to and re-approved by the City pursuant to this Agreement and applicable City ordinances and rules.

Section 3.14. Review Fees. The School District shall not pay to the City any fees for the review of a site development plan; however, inspection fees, site assessment fees, and other City fees shall be paid at the time required by the City's ordinances and rules.

ARTICLE IV DEVELOPMENT STANDARDS AND OBJECTIVES

Section 4.1. Educational Facilities.

- a. Building setback from residential uses shall be not less than 25 feet and for intensive recreational uses (e.g. swimming pool, tennis court, ball court or playground), the setback shall be at least 50 feet.
- b. No building height limitation; however, within the zoning jurisdiction of the City, no building shall exceed two stories (or 30 feet) in height within 50 feet or three stories (or 40 feet) within 100 feet of a property used or zoned for single family residential use.
- c. No traffic impact analysis shall be required unless the site is within the corporate limits of the City and located on a street smaller than a neighborhood collector.
- d. No floor-to-area ratio limitation shall apply.
- e. This section does not apply to activity facilities.

Section 4.2. Activity Facilities.

- a. Building setback from residential use shall be not less than 50 feet.
- b. No building height limitation; however, within the zoning jurisdiction of the City, no building shall exceed two stories (or 30 feet) in height within 50 feet or three stories (or 40 feet) within 100 feet of a property used or zoned for single family residential use.
- c. No floor-to-area ratio limitation shall apply.
- d. No traffic impact analysis shall be required unless the site is within the corporate limits of the City and located on a street smaller than a neighborhood collector.

Section 4.3. Parking.

Parking for each facility constructed within the corporate limits of the City, shall be as follows:

Primary: 1.5 spaces per faculty or staff.

Secondary: 1.5 spaces per faculty or staff and 1 space for every 3 students in 11th or 12th grade.

Activity Facilities: To be mutually determined by the School District and the City on case by case basis; shared parking will be utilized whenever possible.

Bicycle Parking: Will be provided as the School District deems appropriate.

The layout of parking lots, except for landscaping requirements, shall be in compliance with the City's Transportation Criteria Manual.

Section 4.4. Driveways. The number of driveways per educational facility shall not exceed four per street, and no more than six driveways per educational facility; provided, however, that driveway access to a Hill County Roadway shall not exceed two driveways. If a site contains two or more education facilities with different and distinct educational functions, then each educational facility may have no more than four driveways per street. If possible, multiple education facilities on a single site should be processed as one site development plan.

Section 4.5. Landscaping. The School District shall, whenever practicable, save significant trees and vegetation and utilize xeriscape. Within the zoning jurisdiction of the City, landscaping shall be provided for each facility and at a minimum shall be designed and installed to the standards established in Exhibit "A". Alternatives should be identified and may be approved administratively by the Environmental Liaison at the pre-design conference if special circumstances exist and the

minimum standards are not diminished. Grasses and vegetation required for permanent erosion control shall be provided in all cases, but the School District shall not be required to plant shrubs for the purposes of screening. The School District shall complete the required landscaping within eighteen months of the issuance of a certificate of occupancy for the facility.

Section 4.6. Drainage. On-site drainage patterns should be designed to prevent erosion, maintain infiltration and recharge of local seeps and springs, and attenuate the harm of contaminants collected and transported by stormwater. In the water supply watersheds and Barton Springs Zone, overland sheet flow and natural drainage features and patterns shall be maintained whenever practicable and the dispersion of runoff back to sheet flow shall be a primary objective of drainage design where possible, depending on volumes and velocities of runoff for the site, as opposed to concentrating flows in storm sewers and drainage ditches. Drainage design, including detention ponds, shall be controlled by the City's Drainage Criteria Manual.

Section 4.7. Floodplain. If required by the City or other authorized government entities, the 100-year floodplain and drainageways shall be dedicated to the City or other appropriate government entity as a drainage easement.

Section 4.8. City Ordinances and Rules. The terms of this Agreement and the exhibits attached hereto shall supersede any conflicting requirements of the City's land development ordinances and rules. Otherwise, the City's ordinances and rules shall apply to School District development. Except for Chapter 13-8 of City's Land Development Code, the City's land development ordinances and rules as they existed on January 1, 1994 shall apply throughout the term of this Agreement. Chapter 13-8 of the City's Land Development Code contains the Building Code (Building Code, Fire Code, Energy Code, Electrical Code, Mechanical Code, Plumbing Code, and

Dangerous Buildings Code) and shall apply as amended from time to time. Notwithstanding any provision in this Agreement to the contrary, if State or Federal law or regulations require that City ordinances or rules be modified or updated to implement State or Federal law or regulations, the School District shall comply with the modified or updated City ordinances or rules.

Section 4.9. Option To Develop Under Current Ordinances. The School District may, at its option, choose to develop a site in accordance with current City ordinances and rules. If this option is chosen, the provisions of this Agreement shall not apply to the development of that site, and the development shall be in accordance with the City ordinances and rules in effect on the date that the complete development application is submitted to the City. In such event, the entire site must be developed under the current City ordinances and regulations.

Section 4.10. Lighting. Within the zoning jurisdiction of the City, exterior lighting for educational facilities constructed in accordance with this Agreement shall be directed away from existing residential uses and shielded or hooded away from residential uses; provided, however, if the site is surrounded by residential uses, then exterior lighting shall be directed away from existing residential use to the greatest extent practicable.

Section 4.11. Underground Storage Tanks. Underground gasoline, heating and diesel storage tanks shall comply with City regulations; provided, however, that no City registration fee shall be required if the School District pays a state registration fee. Documentary evidence of payment to the State shall be provided to the City in order to obtain the waiver of the City registration fee.

Section 4.12. Endangered Species. The Environmental Liaison may, for good cause, waive the endangered species survey requirement of Land Development Code Chapter 13-7, Article IV,

for any species which are hereafter included in a Regional Habitat Conservation Plan but which are not listed as endangered species by the United States Fish and Wildlife Service.

ARTICLE V WATER QUALITY

Section 5.1. Impervious Cover.

- a. In all watersheds except the Barton Springs Zone, impervious cover in the uplands zone shall not exceed 50% of the net site area, or 60% of net site area if transfer of impervious cover is available and utilized. For any site (except in the Barton Springs Zone) owned by the School District before May 18, 1986, the impervious cover limits of this subsection shall not apply in the Uplands Zone. For those sites, the impervious cover limits established by the applicable watershed ordinance in effect on May 18, 1986 shall apply if less restrictive than the limits of this section.
- b. In all watersheds except the Barton Springs Zone, impervious cover in the water quality transition zone shall not exceed 18% of net site area.
- c. No impervious cover shall be permitted in the critical water quality zone.
- d. Impervious cover in the Barton Springs Zone is limited to 25% of net site area when a no discharge water quality control or an alternative approved by the Watershed Protection Department is utilized. No transfers of impervious cover are permitted to increase the impervious cover above the 25% limit. In the Barton Springs Zone, no development is allowed in the critical water quality zone or the water quality transition zone, except that which is permitted by Section 13-7-23 of the Land Development Code.

Section 5.2. Transfer of Impervious Cover.

- a. For every one acre of land in the critical water quality zone dedicated to the City in fee simple and accepted by the City, the School District is entitled to an additional 20,000 square feet of impervious cover on lands in uplands zones.
- b. For every one acre of land in the water quality transition zone left undeveloped and undisturbed and not included in impervious cover calculations elsewhere, the School District is entitled to an additional 20,000 square feet of impervious cover on lands in uplands zones.
- c. For every one acre of land or portion thereof in the uplands zone located within a buffer of a critical environmental feature and left natural and undisturbed, the School District is entitled to an additional 20,000 square feet of impervious cover on lands elsewhere in uplands zones. Such buffer area may also be included in the net site area calculations for the uplands zones.
- d. A maximum of 85% of the transfer credit otherwise available under subsection (b) is permitted for grass play field within the water quality transition zone if restored using predominantly native plants and grasses and if the School District provides and implements a plan for minimizing the use and impact of pesticides, herbicides, and fertilizers. A maximum of 50% of the transfer credit otherwise available under subsection (b) is permitted for land use for wastewater disposal.
- e. Impervious cover may only be transferred to another site or tract owned by the School District and may only be used in conjunction with an educational facility constructed pursuant to this Agreement. Impervious cover may only be transferred within the same watershed classification. Impervious cover may not be transferred unless the transferring tract has an approved site development plan or small project site development plan which covers the area from which

impervious cover is transferred. The School District must file in the County Deed Records restrictive covenants, in a form and substance approved by the City, running with both the transferring and receiving tracts and noting the transfer of impervious cover. The City shall be a party to the restrictive covenant. If a change to a restrictive covenant complies with this Agreement, the City shall approve the change to the restrictive covenant. City approval shall be granted administratively.

Section 5.3. Impervious Cover Calculations. Impervious cover shall be calculated in accordance with the provisions of the City's ordinances and rules, except the calculation of impervious cover for educational facilities adjacent to roadways shall not include the abutting roadway's impervious cover. Temporary classrooms and natural material tracks or trails shall not be counted as impervious cover.

Section 5.4. Optional Payment in Lieu of Structural Controls in Urban Watersheds. In lieu of the structural controls, in the urban watersheds, a School District may, at its option, request authorization to deposit with the City a nonrefundable cash payment, the amount of which shall be calculated based on the formula established by City Council. A deposit made in accordance with this section shall constitute compliance with Section 13-7-19 of the Land Development Code. The request for authorization shall be reviewed by the Director of the Watershed Protection Department and shall be accepted or denied no later than 15 working days after receipt of the request.

Section 5.5. Environmental Assessment. No environmental assessment is required except in the Barton Springs Zone and the water supply watersheds.

Section 5.6. Critical Environmental Features.

a. Critical environmental feature setbacks are required only for springs, wetlands, canyon rimrocks, caves, sinkholes, and bluffs. Development shall be undertaken no closer than 150 feet from a critical environmental feature, except as provided in this section, and the natural vegetative cover shall be retained in this buffer zone to the maximum extent practicable. No clearing, alteration, or development of any kind is permitted within 50 feet of a critical environmental feature, except hiking trails for educational purposes. No wastewater disposal and irrigation area is permitted within 150 feet of a critical environmental feature.

b. Drainage patterns shall be designed to protect critical environmental features from runoff from developed areas, or to maintain the catchment areas of recharge features in a natural state. Special erosion controls shall be utilized where necessary to avoid impacts of erosion or sedimentation.

c. Point recharge features with topographically defined catchment basins extending beyond the setbacks required in this section shall have a construction setback coinciding with the limit of the upslope extent of the catchment, not to exceed a total of 300 feet, subject to subsection (e).

d. For recharge features with a catchment area of less than 1 and 1 1/2 acres, the 150 foot buffers required by subsection (a) may be administratively reduced to the limits of the catchment, subject to subsection (f), but shall not be reduced to less than 50 feet from a critical environmental feature.

e. Where buffer zones around critical environmental features are proposed to be less than those required by subsection (a), the burden of proof shall be on the School District to demonstrate to the Environmental Liaison that:

- (1) the proposed measures protect and preserve all characteristics of the feature which define it as a critical environmental feature; or
- (2) the feature is not a significant recharge feature; provided, however, that in no instance shall setbacks be less than 50 feet from the feature.

f. No provision herein shall prohibit the Director of the Watershed Protection Department from requiring reasonable additional or alternative measures to ensure the protection of a specific environmental feature which is subject to a request for a setback reduction.

Section 5.7. Permanent Spoil Disposal.

a. No temporary or permanent spoil disposal sites shall be located within the critical water quality zone, or on slopes greater than 15% gradient. Spoil may be incorporated into building sites, roadways, or stormwater detention facilities.

b. Access routes shall utilize existing roadways wherever possible and shall not be located within waterways. Site development plans shall address the restoration of such access roads.

c. Restoration and revegetation shall be carried out in conformance with the City's Environmental Criteria Manual.

Section 5.8. Cut and Fill.

a. No cut and fill limits shall apply to the building footprint area, roadway right-of-ways or the construction and maintenance of water quality controls and detention ponds.

b. No cut and fill in excess of four feet shall be allowed in the critical water quality zone or the water quality transition zone.

c. Cut and fill in excess of four feet must be structurally contained in accordance with the City's Environmental Criteria Manual.

d. In the uplands zone, cut or fill between four and eight feet may be administratively approved. Cut or fill in excess of eight feet must be approved by the Planning Commission.

e. Criteria for allowing cut or fill between four and eight feet shall include, but not be limited to:

- (1) No adverse impact on a critical environmental feature;
- (2) No adverse impact on water quality;
- (3) The site has been previously disturbed by manmade activities.

f. The fill limitation shall not apply to:

- (1) Fill placed under foundations and containment walls perpendicular to the ground, or with pier and beam construction if the fill is structurally contained;
- (2) Back fill for utility construction or wastewater drainfields.

g. Cut and fill for roadways shall be contained within the right-of-way.

Section 5.9. Construction on Slopes.

a. The construction of buildings or parking areas is prohibited on slopes in excess of 15%, except for buildings and parking structures located on slopes of 15% - 25% when the following criteria are met:

- (1) Impervious cover on the 15% - 25% slopes shall not exceed 10% of the total area of the 15% - 25% slope. This amount is included in the total impervious cover based on net site area.
- (2) Structures located upslope or downslope of the areas containing slopes of 15% - 25% are to be constructed using terracing techniques outlined in the Environmental Criteria Manual.
- (3) Cuts and fills are to be revegetated and restored to a slope no steeper than a 3 to 1 ratio.
- (4) Slopes exceeding 3 to 1, other than cut face slopes which have been determined to be stable, must be stabilized by permanent structural means (e.g., dry stack walls or concrete retaining walls).

b. Notwithstanding subsection a(1) above, areas of isolated slopes in excess of 15% located in the interior portion of a site and either not part of a larger slope feature or created by previous disturbance or manmade alteration of land shall be excluded from the requirements of this section if located outside the water quality transition zone and critical water quality zone. Determination of whether a specific area qualifies under this section shall be made at the Environmental Assessment Conference.

c. The construction of roadways or driveways is prohibited on slopes in excess of 15% except where necessary to provide primary access to areas of flatter slopes constituting a minimum area of two contiguous acres.

d. On sites owned by the School District on January 1, 1994, buildings and parking structures may be built on slopes of 25% to 35% when mutually agreed upon by the City Environmental Liaison and the School District.

Section 5.10. Water Quality Controls.

a. Water quality controls shall be required when the impervious cover of the site exceeds 20% of the net site area. No structural controls other than vegetative buffers shall be allowed within 50 feet of a critical environmental feature.

b. Sites having impervious cover greater than 20%, water quality controls shall be situated and constructed to capture, isolate, and treat at least the equivalent of the first one-half inch of runoff from all contributing areas. The capture volume of water quality controls shall increase by 1/10 of an inch of runoff above the required one-half inch capture volume for each 10% increment of impervious cover above 20% within the area draining to the control.

c. Except in the Barton Springs Zone, water quality controls shall be designed in accordance with the specifications set forth in the Environmental Criteria Manual. In the Barton Springs Zone, no discharge water quality controls or an alternative approved by the Watershed Protection Department must be utilized.

d. Water quality controls are not required for greenbelts, open spaces, playing fields, and other similar uses if the School District adopts and implements a plan for minimizing the use and impact of pesticides, herbicides and fertilizers that is approved by the City.

e. The School District shall operate and maintain all on-site water quality controls. The School District shall not be required to monitor stormwater leaving the site. The School District

shall not post any fiscal surety with the City for maintenance or monitoring of any water quality controls.

ARTICLE VI SITE CONSTRUCTION STANDARDS

Section 6.1. Reconstruction Conference. Prior to the beginning of construction, a preconstruction conference between the Environmental Liaison, the School District, and the contractor shall be held at the site for the purpose of establishing the respective responsibilities of the City, the School District, the contractors and subcontractors. Erosion control construction sequencing and inspection schedules shall be reviewed and established.

Section 6.2. Temporary Erosion and Sedimentation Control. Temporary erosion controls shall be required for all development. Temporary erosion controls shall be designed in accordance with City requirements and shown or referenced on the site development plan and shall be installed and inspected prior to beginning construction and shall be maintained throughout all site and building construction.

Section 6.3. Inspection of Temporary Erosion/Sedimentation Control Measures.

a. The City may enter a site during construction to inspect temporary erosion and sedimentation controls. Except as required by federal or state law, the School District shall not be required to monitor stormwater runoff from a site during construction.

b. When the temporary erosion controls do not comply with this Agreement, a City inspector may issue a written notice to the School District of such noncompliance. Site construction shall cease after written notice of noncompliance is delivered to the School District until the temporary erosion controls are brought into compliance with this Agreement; provided, however,

that construction activity within a building or within the footprint of the building (if the foundation is completed) may continue. If the noncompliance is not corrected within three working days of written notice of noncompliance to the School District, then all work at the site, including building construction, shall cease. Site work shall not be stopped in the event that building construction is stopped by a City or certified building inspector.

c. Minor modifications to approved erosion control and construction sequencing plans may be made in the field after two working days written notice to the permit holder if the City inspector deems the controls or sequencing inappropriate or inadequate, and has confirmed those finding with and received written approval from the Watershed Protection Department. Minor changes which result in an upgrading of erosion controls or simply reflect the progression of construction on a site may be accomplished in the field without such written approval.

Section 6.4. Permanent Erosion Control. Permanent erosion controls shall be required for all development and installed in accordance with the City's ordinances and rules.

Section 6.5. Fiscal Surety. Notwithstanding any provision of the City ordinances and rules, no cash escrow, letter of credit, bond, or any other form of financial guarantee, associated with development by the School District pursuant to this Agreement, shall be required prior to or during construction or as a condition of any acceptance, approval, or issuance of any permit or certificate by the City. By execution of this Agreement, the School District agrees that the performance otherwise secured by a financial guarantee under the City ordinances and rules, will be made at School District cost. The School District shall include in construction bid documents, construction contracts, and the bonding requirements of contractors, that the installation and maintenance of temporary erosion controls and revegetation of disturbed areas will be done in accordance with City

standards. The School District will include provisions in construction contracts that require the contractor to maintain erosion controls at all times and allows the School District to hold the cost of revegetating the site as retainage until the City issues a letter approving the revegetation of the site. The School District shall obtain the Contractor's signature on a City approved form which states that the contractor acknowledges its responsibilities for installing and maintaining erosion controls according to City standards. The School District shall hold the cost of revegetation as retainage until the City issues a letter approving the revegetation on the site. In this section, revegetation means permanent erosion controls and does not otherwise include landscaping.

Section 6.6. Utility, Road, and Driveway Construction. All water, wastewater and electric utility lines and facilities, stormwater facilities, and all roads and driveways within or adjacent to a site being developed by the School District and to be dedicated or conveyed to the City for ownership, operation, and maintenance shall be designed and constructed to City standards as specified in applicable City ordinances and rules. All other water quality facilities, driveways, and structures shall be constructed in accordance with this Agreement and applicable City ordinances and rules. Driveways and private streets that connect to public streets shall be designed and constructed to City standards as specified in applicable City ordinances and rules for those portions of the driveway and private street within the public right-of-way within the corporate limits of the City.

Section 6.7. Site Construction Issues. Any questions, issues, or disputes raised by the City or the School District during site construction shall be communicated to the Environmental Liaison and the School District Liaison who together shall attempt to resolve any such problems.

Section 6.8. City Inspection of Site Improvements. When construction of all grading, drainage, and water quality controls shown on the approved site development plan is complete, the engineer for the project shall submit a letter to the City on behalf of the School District that states that in the opinion of the engineer, the grading, drainage, and water quality controls have been constructed in substantial compliance with the approved site development plan (the "concurrence letter"). Upon receipt of the concurrence letter, the Environmental Liaison shall schedule a final inspection of the site within two working days. The City shall conduct its inspection of the site within 14 days of receipt of the concurrence letter. If the City does not issue a statement of compliance, the City shall in writing specifically identify the components of the site development requirements that are not complete and what action must be taken by the School District to comply. This letter shall be issued directly to the School District Liaison and the construction contractor acting on behalf of the School District. The City may issue a conditional release of the site improvements based upon an approved construction sequence plan.

Section 6.9. Fees. The School District shall pay no fees to the City for: (a) maintenance fees for water quality controls; or (b) any annual permit fees for water quality controls.

ARTICLE VII BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

Section 7.1. Building Code City Jurisdiction. Where applicable, the Building Code (Building Code, Fire Code, Energy Code, Electrical Code, Mechanical Code, Plumbing Code, and Dangerous Building Code) shall regulate the construction, reconstruction, renovation, occupancy, equipment, and maintenance of buildings or structures constructed by the School District. When the School District is making an addition to an existing building, Building Code review shall be limited

to the addition itself and where the addition connects to the existing building, and the accessible route from the site to the addition.

Section 7.2. Designated Building Officials. The City Building Official shall be the liaison with the School District Liaison with regard to all Building Code issues. The City Building Official shall assist and coordinate issuance of building permits and certificates of occupancy by the City and the City's inspection of construction, if applicable. Each of the parties hereto shall, at all times, have a designated Building Official and said Building Officials shall maintain open communication between the School District and the City and shall attempt to resolve disputes and issues which are related to the Building Code, building construction plans, building construction inspection, issuance of building permits, or certificate of occupancy issuance.

Section 7.3. Building Permit Application. An application for a building permit shall be delivered to the City Building Official or his or her designee. The application shall be accompanied by the building construction plans and a letter stating whether the School District will retain Certified inspectors pursuant to Section 7.6. A building permit application may be submitted to the City simultaneously with the submittal of a site development plan.

Section 7.4. Building Construction Plan Review and Building Permit Issuance. After the City Building Official has received the information required by Section 7.3, all applicable City building permit review fees, and adequate evidence of the future availability of water and wastewater service, the City shall have 21 days to review the building permit application for a new building and issue to the School District either a building permit or a complete written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement. After making the changes necessary to bring the building construction plans into compliance with

the Building Code and this Agreement as noted in the written list of changes provided by the City, the School District may resubmit the building construction plans to the City. The City shall have 10 days to review the resubmitted building construction plans and issue to the School District either a building permit or a second written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement. The 10 day review period by the City shall apply to each additional resubmittal of the building construction plans. If the City fails to provide written comments to the School District Building Official within the required 10 days, or if more than two resubmittals have been required without a permit being issued, then the City and School District liaison shall meet or communicate as quickly as possible to resolve outstanding issues. The City and School District Building Official may mutually agree to extend any of the required 10 day review periods. The City shall review and return comments on remodeling construction plans within seven days unless such remodeling is subject to Section 7.19. If City inspectors are to be used, the City's full building permit fee shall be paid. If certified inspectors are to be used, the fee for a building permit shall be 50% of the applicable building permit fee.

The time deadlines set forth in this Section comply with the City Code as of the effective date. By setting forth these deadlines in this Agreement, it is the intent of the parties that the review of building construction plans for educational facilities receive review priority from the City.

Section 7.5. Approved Building Construction Plan Revision. Revisions to approved building construction plans shall comply with the Building Code and this Agreement. The City shall have 10 days to review the revision and shall approve the revision no later than 10 days after the City Building Official has received the revision if it complies with the Building Code and this Agreement. If it does not comply, the City shall provide a complete written list of changes needed to bring the

revision into compliance with the Building Code and this Agreement. After making the changes necessary to bring the revision into compliance, the School District may resubmit the revision to the City. The City shall have five days to approve the resubmitted revision to the building construction plans or provide a second written list of changes needed to bring the revision into compliance with the Building Code. The five day review period by the City shall apply to each additional resubmittal of a revision to building construction plans. If the City fails to provide a written correction list within a time period specified in this Section 7.7, or if more than two resubmittals have been required without a permit being issued, then the City and School District Liaisons shall meet or communicate as quickly as possible to resolve outstanding issues.

Section 7.6. Certified Inspectors. The School District may, in its sole discretion, retain the services of certified inspectors to carry out the duties outlined in this Section pertaining to inspection of building construction. The School District shall be solely responsible for retaining and paying for certified inspectors. Agreed qualifications of a certified inspector are described in Article II. After the City Building Official has verified the qualifications of the certified inspector the City Building Official shall issue to the certified inspector a written authorization to perform inspections and shall assign an inspector identification number to the certified inspector. The specific inspections to be performed by a certified inspector shall be the applicable inspections set forth in the Building Code, except as provided in this Agreement. The City shall not assume any responsibility for any work or construction not inspected by a City inspector. The City shall assign each approved certified inspector an inspection identification number.

Section 7.7. Building Permit Inspection. After beginning construction pursuant to a building permit, inspections to confirm that the construction complies with the approved building

construction plans will be performed by either a certified inspector or a City inspector. See Section 7.12 regarding inspections by the City. The School District shall retain a copy of the approved building construction plans, with approved revisions, at the Site at all time when construction is occurring or inspections are requested. The School District Building Official and the inspectors shall confer as to any dispute arising during construction regarding compliance with building construction plans. While a dispute is pending, work may be stopped in the area of construction directly involved in the dispute. Records of inspections shall be kept on City forms and the certified inspectors shall report the results of all inspections to the City pursuant to Section 7.10. In addition to the audits of the certified inspectors authorized by Section 7.8, the City shall perform each final inspection required pursuant to the Building Code for a structure where the City will issue a certificate of occupancy.

Section 7.8. Audit of Certified Inspectors. During any construction project where certified inspectors are used, the City Building Official may audit any of the inspections performed. The School District and the City agree that the timing of the City Building Official's audit inspection shall not be revealed to the School District or the certified inspectors until the audits are completed. Further details of the City's auditing shall be agreed upon by the City Building Official and the School District Building Official.

Section 7.9. Layout and Foundation Inspections. Layout and foundation inspections and the documentation of such inspections shall be arranged by the School District. The layout inspection shall be performed by a licensed surveyor and verify that the foundation slabs do not encroach upon any easements, building lines, or setback areas. A professional engineer shall perform foundation inspections to verify that all foundation forms are properly erected and braced, beams have been

excavated, reinforcements are in place, and all drops, blackouts, or slab elevation changes are in place. The School District shall pay for the cost of the layout and foundation inspections.

Section 7.10. Certification by Certified Inspectors. After the completion of an inspection required by the Building Code and authorized by this Agreement, a certified inspector performing the inspection shall execute and deliver to the School District Building Official a certification which in substance states:

“This structure has been inspected according to the Building Code; and, based on the inspection, has been found to comply with the requirements of the approved building construction plans and the Building Code.”

The certification required by this Section shall be delivered to the School District Building Official, and the School District Building Official shall forward the certification to the City Building Official for notation of an approved inspection the City’s records.

Section 7.11. Certified Inspectors, Final Inspections. Within two working days of the School District and the City Building Official’s receipt of the written verification that the building has passed all inspections required by the Building Code except final inspection, a City inspector shall perform final inspections required by the Building Code. If the City inspector finds that the building, structure, or construction has not been completed in compliance with the building construction plans, the City Inspector shall deliver to the contractor and the School District Building Official, no later than the end of the next business day following a final inspection, a written list of changes necessary to achieve compliance. After the City Inspector has certified compliance with

the changes required by the City Inspector, the construction shall have passed the final inspection and the School District may occupy the building. No certificate of occupancy shall be issued by the City except in accordance with Section 7.14.

Section 7.12. Inspections by the City. When the City conducts all building construction inspections, the response periods in the Building Code shall apply. Except as provided below, all inspections routed through the City Inspection Coordinator shall be performed within two working days of the Inspection Coordinator's receipt of the request for inspection. During the months of April through August, all inspection requests made through the City Inspection Coordinator shall be performed the next working day.

Section 7.13. After Hours City Inspections. After hours inspection shall be available year round with two working days notice to the City Inspection Coordinator and payment of the City's after hours inspection fee.

Section 7.14. Certificate of Occupancy. The City will issue a certificate of occupancy only when the City has conducted all inspections on the building or construction. The City shall issue a certificate of occupancy no later than two working days after certification by the City Inspector that all final inspections have been completed and the development complies with the approved plans; provided, however, that the School District may receive a temporary certificate of occupancy to occupy and use all or parts of the building or area prior to full compliance if, in the opinion of the City, such noncompliances do not pertain to health and safety issues for the occupied area of the building, and water quality controls are installed and operational and the revegetation provisions of this Agreement and applicable City ordinances and rules are met.

Section 7.15. Signs. Before beginning the construction of a sign not attached to a building, plans demonstrating compliance with the City Code shall be submitted to the City for review at least 14 days prior to construction. Inspection of signs shall be in accordance with the procedures set forth in this Article. If a sign has been constructed in accordance with the City Code, the City shall issue a certificate of compliance for the sign.

Section 7.16. Standard Building Plans.

a. The City of Austin will review standard building plans for substantially similar construction activity to be conducted on a number of sites. Such standard building plans include, but are not limited to, temporary classrooms, bathroom remodeling for accessibility and ramp and entrance remodeling for accessibility.

b. The School District shall submit to the City Building Official two copies of the standard building plans and pay normal review fees for the initial review. Once the City has approved the standard building plans, the City shall assign a stock identification number to the approved plans.

c. Thereafter, when the School District seeks a building permit based on stock building plans, the School District shall reference the stock identification number on the building permit application. No plan review fees shall be paid by the School District when utilizing previously approved stock building plans. All other applicable fees shall be paid by the School District.

d. Periodically, the City may review the standard building plans for compliance with the latest building Code adopted by the City. Such review will be at the City's sole discretion and cost. When revisions to the building plans are required because of Building Code changes, then the

School District shall bring the standard building plans into compliance if the School wants to utilize this Section. The City shall review the plans as revisions and not as a new submittal.

ARTICLE VIII SUBDIVISION

Section 8.1. No Plat Required. The City acknowledges and agrees that the School District, by virtue of having eminent domain powers, is not required to plat property which is being used for school district purposes as a condition of any permit, approval or service provided by the City.

ARTICLE IX TERM; DECLARATION OF PROPOSED DEVELOPMENT

Section 9.1. Term. All provisions of this Agreement shall be in full force and effect for the term of 25 years from the effective date unless terminated sooner pursuant to this section. At any time after seven (7) years from the effective date, written notice of cancellation ("notice of cancellation") may be delivered by either party to the other party. This Agreement will terminate sixty (60) days after the date of the delivery of the notice of cancellation. A notice of cancellation must be authorized by majority vote of the School Board or City Council, as appropriate. In the event that a notice of cancellation is delivered by one party to the other, during the intervening sixty (60) day period before the Agreement terminates, the parties agree to negotiate to resolve the issues which gave rise to the notice of cancellation. Before the date on which this Agreement terminates, the parties may, by majority vote of both the School Board and City Council, agree to extend the life of, or modify, this Agreement. The fact that negotiations are ongoing shall not affect the validity of the notice of cancellation or the termination date.

Section 9.2. Declaration of Proposed Development. For any site owned in fee simple by the School District which is to be developed for school district purposes, the School District may file

with the City Liaison documentation identifying the site and declaring the intention of the School District to develop the site for school district purposes. The documentation shall also include proof of ownership of the site and state the general nature and extent of the proposed development. At any time within three years of the filing of complete declaration documentation, the School District may submit a site development plan for the site for review and approval under the terms of this Agreement. The development standards for the site development plan shall be those which were in effect on the date that the complete declaration documentation was filed.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1. 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 such matters. No oral statements or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The parties agree that in entering into this Agreement they have relied solely upon the representations and agreements contained in this Agreement and no others. Any consent, waiver, approval, or authorization under this Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization.

Section 10.2. Interpretation. The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof.

Section 10.3. Notice. All notices required to be in writing will be deemed to be delivered with (i) deposited in the U.S. Mail (postage prepaid); (ii) delivered to a courier delivery service for next working day delivery (delivery fee prepaid); (iii) delivered to a telegraph company for delivery as a telegram (delivery charges prepaid); or (iv) delivered to the offices named below at the address set forth below with a signed and dated receipt. **ANY NOTICE REQUIRING A RESPONSE IN LESS THAN FIVE DAYS SHALL BE HAND DELIVERED.** When mailed, delivered by courier delivery service, or delivered to a telegraph company, the notice shall be addressed to the party at the address set forth below the party's respective names below, or at such other address or as may be specified from time to time by written notice delivered in accordance with this Section. Any notice delivered to the School District under this Section shall be address:

Manor Independent School District
Superintendent
P.O. Drawer L
Manor, Texas 78653

with a copy hand-delivered to the School District Liaison at the School District Liaison's office.

Any notice delivered to the City under this Section shall be addressed:

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

with a copy hand-delivered to the City Liaison's office and the Office of the City Attorney, City of Austin.

Section 10.4. Invalid Provisions. If any clause, sentence, provision, paragraph, section, or article of this Agreement is held by a court or competent jurisdiction to be invalid, illegal, or ineffective, that invalidity, illegality, or ineffectiveness shall not impair, invalidate, or nullify the

remainder of this Agreement; and its effect shall be confined to the clause, sentence provisions, paragraph, section, or article held to be invalid, illegal, or ineffective.

Section 10.5. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies under or by reason of this Agreement upon any person other than the parties to this Agreement and their respective successor governmental entities. No assignment of this Agreement or of any right, duty, or obligation of performance under this Agreement, in whole or in part, shall be effective unless such assignment is approved in writing by both the School District and the City.

Section 10.6. Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument should be a Saturday, Sunday, or legal holiday, compliance with such obligation or delivery shall be acceptable if performed on the next working day following the Saturday, Sunday, or legal holiday. For the purpose of this Section, a "legal holiday" means a state or federal holiday on which financial institutions or post offices in Travis County, Texas, are generally closed; and any holiday on which the business offices of the School District or the City are not open to the public.

Section 10.7. Exhibits. All recitals, schedules, or exhibits referred to in this Agreement are incorporated into this Agreement by reference for all purposes as if set forth at length and shall be deemed to be a part of this Agreement.

Section 10.8. No Joint Venture, Partnership, Agency, Etc. This Agreement shall not construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the parties hereto.

Section 10.9. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

Section 10.10. No Waiver. No consent or waiver, express or implied, by a party to or of any default of any covenant or provision of this Agreement by the other party shall be construed as a consent to or a waiver of any other default of the same or any other covenant or provision of this Agreement.

Section 10.11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 10.12. Headings. The headings used in this Agreement are used for reference and shall not be used to interpret or limit the meaning of any provision of this Agreement.

Section 10.13. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, and successor governmental entities.

Section 10.14. Modification Procedure. Any modification, amendment, or alteration of this Agreement shall only be effective and binding if the modification, amendment, or alteration is in writing and signed by the duly authorized representative of each party.

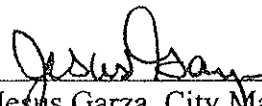
Section 10.15. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 10.16. Successor Entities. Any reference to any governmental entity, governmental department, or governmental official or employee shall include any succeeding governmental entity, governmental department, or governmental official or employee assuming the responsible or function described by this Agreement.

Section 10.17. Dispute Resolution. Except when a party believes that a risk of irreparable harm exists, the City Manager and the School District Superintendent or their designees shall attempt to resolve disputes prior to the institution of litigation.

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF AUSTIN

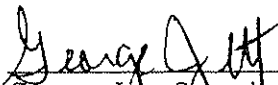


Jesus Garza, City Manager

3-9-98

Date

MANOR INDEPENDENT SCHOOL DISTRICT



George Jett, Superintendent

3-13-98

Date

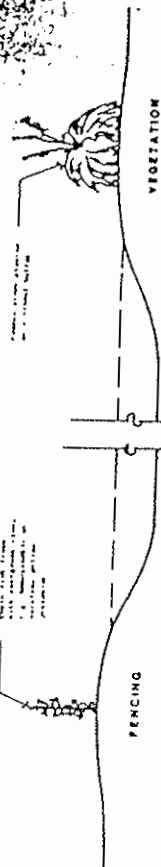
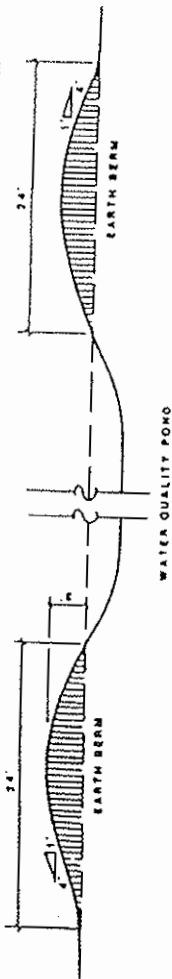
EXHIBIT "A"

LANDSCAPING STANDARDS

(The original Landscaping Standards document is on file with the City's Environmental and Conservation Services Department. A copy is attached as this Exhibit "A".)

WATER QUALITY POND REQUIREMENTS

Water Quality Pond Requirements:
 1. The pond shall be a minimum of 10' wide and 10' deep.
 2. The pond shall be a minimum of 10' wide and 10' deep.
 3. The pond shall be a minimum of 10' wide and 10' deep.



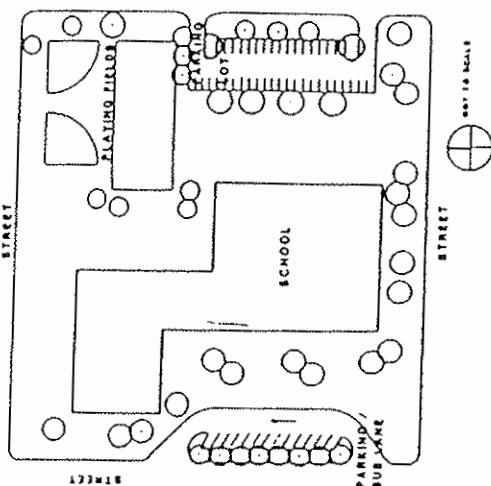
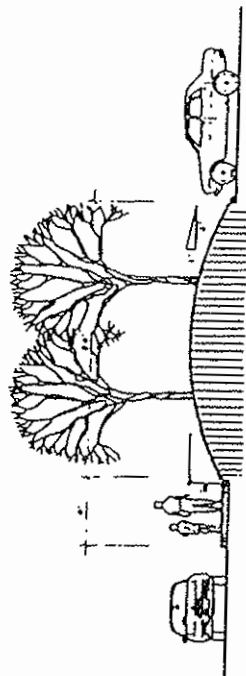
STREET YARD REQUIREMENTS

Plantings in the street yard shall be as follows:

1. One (1) tree per 100 sq. ft. of front yard.
2. One (1) shrub per 100 sq. ft. of front yard.
3. One (1) flower bed per 100 sq. ft. of front yard.

Plantings in the street yard shall be as follows:

1. One (1) tree per 100 sq. ft. of front yard.
2. One (1) shrub per 100 sq. ft. of front yard.
3. One (1) flower bed per 100 sq. ft. of front yard.



IRRIGATION REQUIREMENTS

Plantings in the street yard shall be as follows:

1. One (1) tree per 100 sq. ft. of front yard.
2. One (1) shrub per 100 sq. ft. of front yard.
3. One (1) flower bed per 100 sq. ft. of front yard.

PARKING LOT TREE REQUIREMENTS

Plantings in the parking lot shall be as follows:

1. One (1) tree per 100 sq. ft. of front yard.
2. One (1) shrub per 100 sq. ft. of front yard.
3. One (1) flower bed per 100 sq. ft. of front yard.

PARKING LOT SCREENING REQUIREMENTS

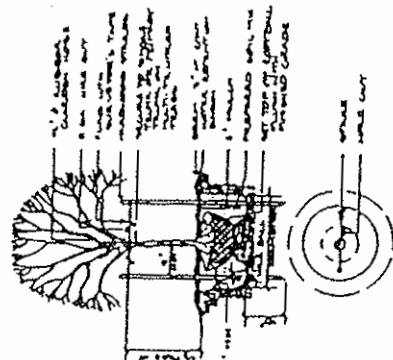
Plantings in the parking lot shall be as follows:

1. One (1) tree per 100 sq. ft. of front yard.
2. One (1) shrub per 100 sq. ft. of front yard.
3. One (1) flower bed per 100 sq. ft. of front yard.

TREE LIST

Plantings in the parking lot shall be as follows:

1. One (1) tree per 100 sq. ft. of front yard.
2. One (1) shrub per 100 sq. ft. of front yard.
3. One (1) flower bed per 100 sq. ft. of front yard.



TREE PLANTING DETAIL

For Trees: See "Tree" Cat. Trees: N.T.S.



Council Question and Answer

Related To

Item #48

Meeting Date

May 19, 2022

Additional Answer Information

Posting Language

QUESTION/ANSWER: Council Member Kitchen's Office

Staff suggested, as part of their VMU mapping, that 53% of the parcels could not build to their base zoning height due to current compatibility standards and 66% of those sites could not utilize the 30 foot height bonus offered in VMU2 due to current compatibility.

As we overlay the lot depth analysis mapping we recognize many of these VMU lots are small and/or very narrow in depth. We have gotten some feedback during other zoning cases related to parking garage size requirements and indications that those requirements can be limiting factors on ability to utilize structured parking.

1. *What is a minimum lot size necessary to utilize structured parking?*

There is no minimum lot size prescribed in the code for the utilization of structured parking, and VMU developments have no minimum site area requirements.

The size of parking garages will scale depending on the size of the development. There are VMU projects that utilize structured parking that are on lots smaller than 13,000 square feet; however, the median lot size of complete VMU projects is about 100,000 square feet.

The viability of structured parking is highly contextual and changes quickly with technology advancements and economics. This question is best suited for individual developers to answer depending on the project.

2. *Are there tracts in the "Vertical Mixed-Use 2 and Compatibility" mapping that are too small to provide structured parking?*

See response to question 1.

The "Vertical Mixed-Use 2 and Compatibility" web map is showing all sites with VMU zoning regardless of parcel size.

In the summary calculations about the impact of compatibility on VMU feasibility that staff included in Council backup, sites smaller than 10,000 square feet were excluded. Additionally, sites that could not achieve the proposed VMU2 bonus height for 10,000 contiguous square feet in area were also not considered feasible. Staff used 10,000 square feet as a general threshold for this type of development.

3. *Are there tracts in the mapping that are too small to functionally support a 60' structure? A 90' structure? What percent and why? What factors impact?*

VMU developments have no minimum site area requirements. Much like with structured parking there are many variables at play that may affect development feasibility for different projects such as site-specific constraints, construction type, and construction costs. Staff used 10,000 square feet as a general threshold for this type of development.

Nearly 75% of VMU-zoned parcels are larger than 10,000 square feet outright. However, the remaining parcels could be aggregated with adjacent sites and still potentially support this type of development. See response to question 2.

4. What percent of parcels can't build to their base zoning height because of dimensional / physical constraints?
Staff do not have capacity to complete analysis with this level of site-specific detail.
5. *What percent of parcels can't build to their base zoning height because of factors other than compatibility?*
Staff do not have capacity to complete analysis with this level of site-specific detail.
6. *Are the 55% and 66% staff indicated numbers changed when factoring for dimensional / physical constraints due to limited size of parcel?*
See response to question 2.
7. *Of the tracts identified with physical limitations, how many would be made viable with aggregation of adjacent property?*
Staff do not have capacity to complete analysis with this level of site-specific detail.
8. *Of tracts identified with physical limitations, how many would be made viable with no on-site parking requirement?*
Staff do not have capacity to complete analysis with this level of site-specific detail.
9. *Of the VMU tracts identified, what percentage of lots have existing relatively new development or are in the pipeline for development and what percentage of VMU zoned tracts have actual potential for future development? ie) What is actual future potential for existing V tract development?*

Staff estimates that 9% of all VMU-zoned parcels in Austin have developed, redeveloped since 2010, or are under construction. This estimate does not include remodels of buildings that existed before 2010.

Of the VMU-zoned sites that have developed since 2010, 36% participated in the VMU program. The remaining 64% of VMU-zoned sites that developed since 2010 did not utilize VMU. However, 6% did develop as affordable housing projects by some other means.

Staff cannot complete a site-specific analysis to analyze development potential of all VMU-zoned sites. Less than 10% of all VMU-zoned parcels have developed or redeveloped since 2010, leaving 91% of VMU-zoned parcels more likely for future development of some type. We cannot guarantee or speculate how many may develop under the VMU program.

In an analysis of VMU-zoned parcels that have not developed since 2010, staff found that 53% could not build to their base zoning height due to compatibility standards. Additionally, more than 66% of those sites could not utilize the 30-foot height bonus proposed in VMU2 due to compatibility standards. ([Per the response to Q&A Number 1 from Mayor Adler for Item #33 on Council's April 21 Agenda](#))

Of the 91% that have not redeveloped, 71% of those are sites larger than 10,000 square feet. Site size larger than 10,000 square feet is not a strict rule for development feasibility but may give some additional context for the remaining parcels. Additionally, aggregation of adjacent property may be a factor in development feasibility for smaller sites.

Of the VMU-zoned parcels that have not developed since 2010, 58% have Conditional Overlays, or CO. CO's may control several different site development standards on a site including limiting height, building size or coverage, or others. Staff were not able to research all 800+ CO's on VMU-zoned sites but acknowledge that they may further restrict development potential.



Council Question and Answer

Related To

Item #58

Meeting Date

May 19, 2022

Additional Answer Information

Conduct a public hearing and consider a request by Foxtrot Market, located at 4818 Burnet Road, for a waiver of the distance requirement of City Code Section 4-9-4(A) which requires a minimum 300-foot separation distance between a business selling alcoholic beverages and a school.

QUESTION/ANSWER: Council Member Tovo's Office

1. *Was Rosedale school or AISD consulted in regards to the waiver?*

Staff has not reached out directly, but the applicant has and has indicated that AISD will remain neutral.



Council Question and Answer

Related To

Item #72

Meeting Date

May 19, 2022

Additional Answer Information

C14-99-0069.01 - 200 S Congress Avenue - Conduct a public hearing and approve an ordinance amending City Code Title 25 by rezoning property locally known as 200, 208, 210, and 220 ½ South Congress Avenue (Lady Bird Lake Watershed). Applicant Request: To rezone from limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning to limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning, to change conditions of zoning. The ordinance may include modifications of City regulations. Staff Recommendation: To grant limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning, to change conditions of zoning. Planning Commission Recommendation: To grant limited industrial services-planned development area-neighborhood plan (LI-PDA-NP) combining district zoning, to change conditions of zoning, with conditions. Owner: Rivian Lone Star Holdings, LLC (Isaac Howell). Applicant: Drenner Group, PC (Leah M Bojo). City Staff: Wendy Rhoades, 512-974-7719. A valid petition has been filed in opposition to this rezoning request.

QUESTION/ANSWER: Council Member Tovo's Office

1. *Knowing that every property needs access to a public right of way, what would happen if we vote "no" and the property owner loses their Hyatt access?*

If for any reason, the property owner loses their joint access with Hyatt, s/he would need to look for an alternate access other than to Barton Springs Road. Because, any access to Barton Springs Road that close to the intersection and through the 'Bat Plaza/Park' would create significant safety issues both for public as well as for the patrons of the proposed development.

ATD previously made safety improvements at the intersection to remove the slip-ramp from southbound South Congress to westbound Barton Springs Road. These improvements addressed several safety issues: (1) it slowed traffic making that right turn reducing vehicle crashes, (2) it created separate bike and pedestrian facilities to reduce conflicts between users maneuvering the intersection, and (3) it provided a safe transition from the protected bike lanes on South Congress Avenue through the intersection.

Also, any permanent access to Barton Springs Road at that location would remove the bat sculpture and the Bat Park would be eliminated.

An alternate access (a right-in / right-out access) can be plausible from South Congress Avenue if the applicant develops the site accordingly.

2. *Would losing access through the Hyatt property require the applicant to come back and request the access prohibition be removed? If so, wouldn't we be required to vote "yes" at that point?*

If the Applicant loses their joint access through the Hyatt property, then they would be required to explore an alternate access point e.g. on South Congress Avenue.



Council Question and Answer

Related To

Item #85 and AHFC Item #7

Meeting Date

May 19, 2022

Additional Answer Information

85. Authorize negotiation and execution of a one-year contract with Family Eldercare to fund renovations at the Candlewood Suites located at 10811 Pecan Park Blvd, Austin, Texas 78750, known as the Pecan Gardens, a hotel conversion project to create new, permanent supportive housing in the City, for a total contract amount not to exceed \$3,903,216.13.

AHFC 7. Authorize negotiation and execution of a one-year contract with Family Eldercare to fund renovations at the Candlewood Suites located at 10811 Pecan Park Blvd, Austin, Texas 78750, known as the Pecan Gardens, a hotel conversion project to create new, permanent supportive housing in the City, for a total contract amount not to exceed \$3,903,216.13.

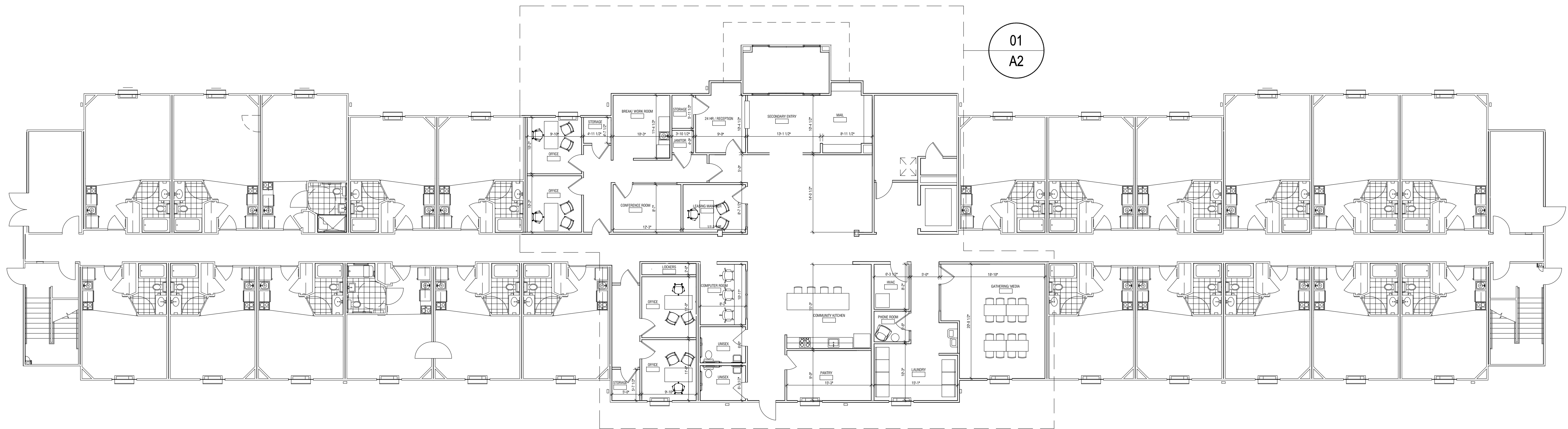
QUESTION/ANSWER: Council Member Kelly's Office

1. Could you please provide a copy of the agreement?

Law is currently drafting the Family Eldercare contract. When a draft of the contract is available, staff will provide to the council office. Staff has been working diligently with Family Eldercare on a Scope of Work for the rehabilitation of the property. The current Scope of Work (both narrative and plans) are attached. Details on the security contract will be provided before Thursday's council meeting.

2. Could we please get a copy of the family Eldercare contract as well as the security contract to review?

Law is currently drafting the Family Eldercare contract. When a draft of the contract is available, staff will provide to the council office. Staff has been working diligently with Family Eldercare on a Scope of Work for the rehabilitation of the property. The current Scope of Work (both narrative and plans) are attached. Details on the security contract will be provided before Thursday's council meeting.



01 LEVEL 1 - PROPOSED FLOOR PLAN
3/32" = 1'-0"

PECAN GARDENS
FAMILY ELDERCARE - CANDLEWOOD

ISSUE DATE:
03/30/2022

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PROJECT NUMBER:
21-007

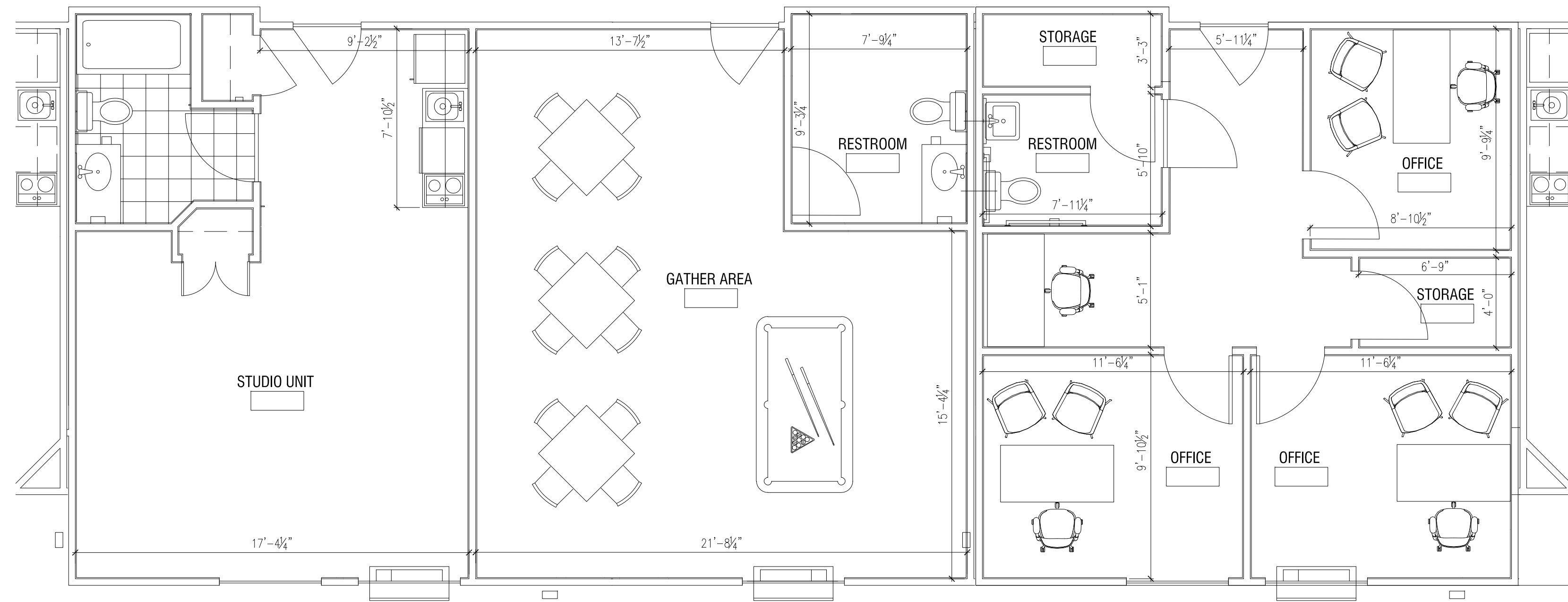
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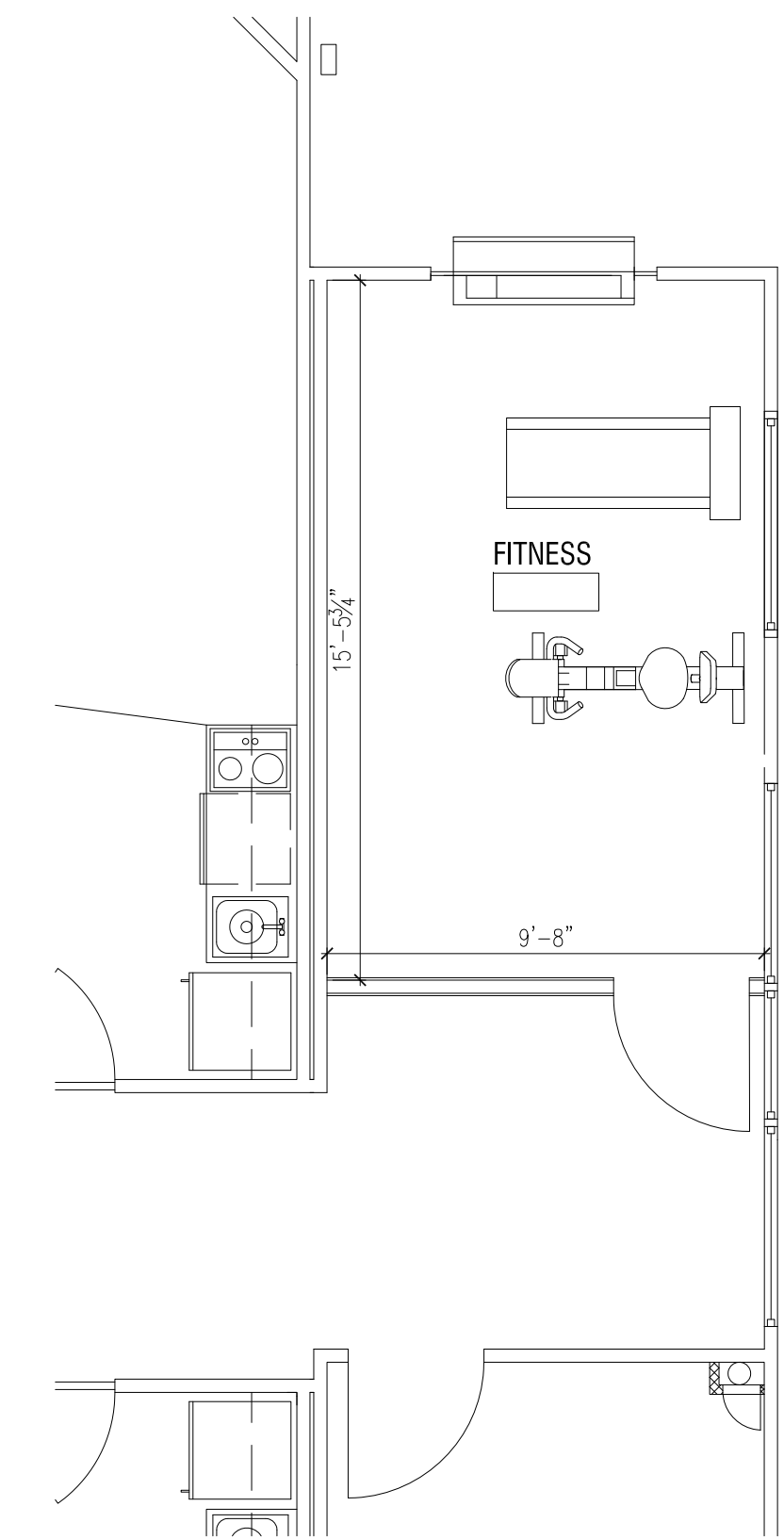
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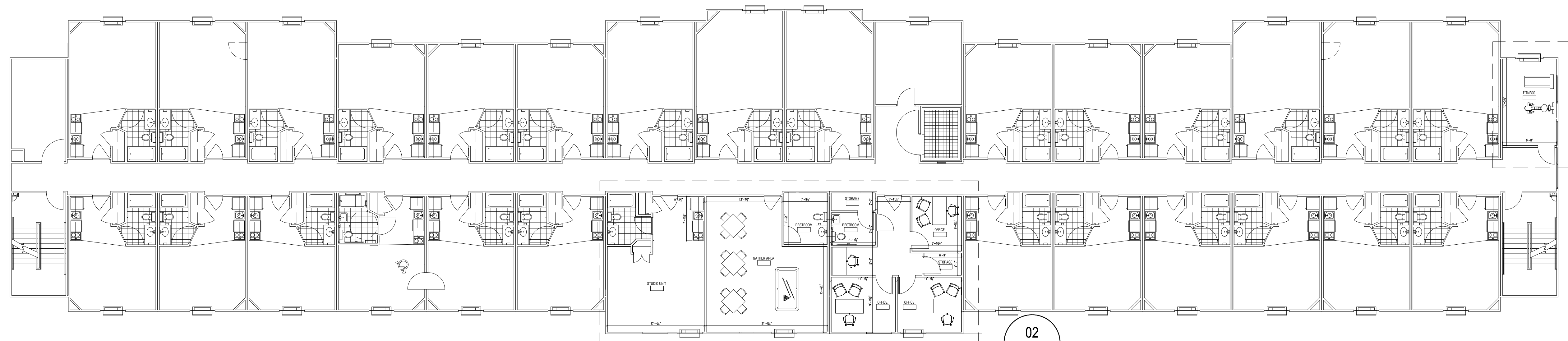
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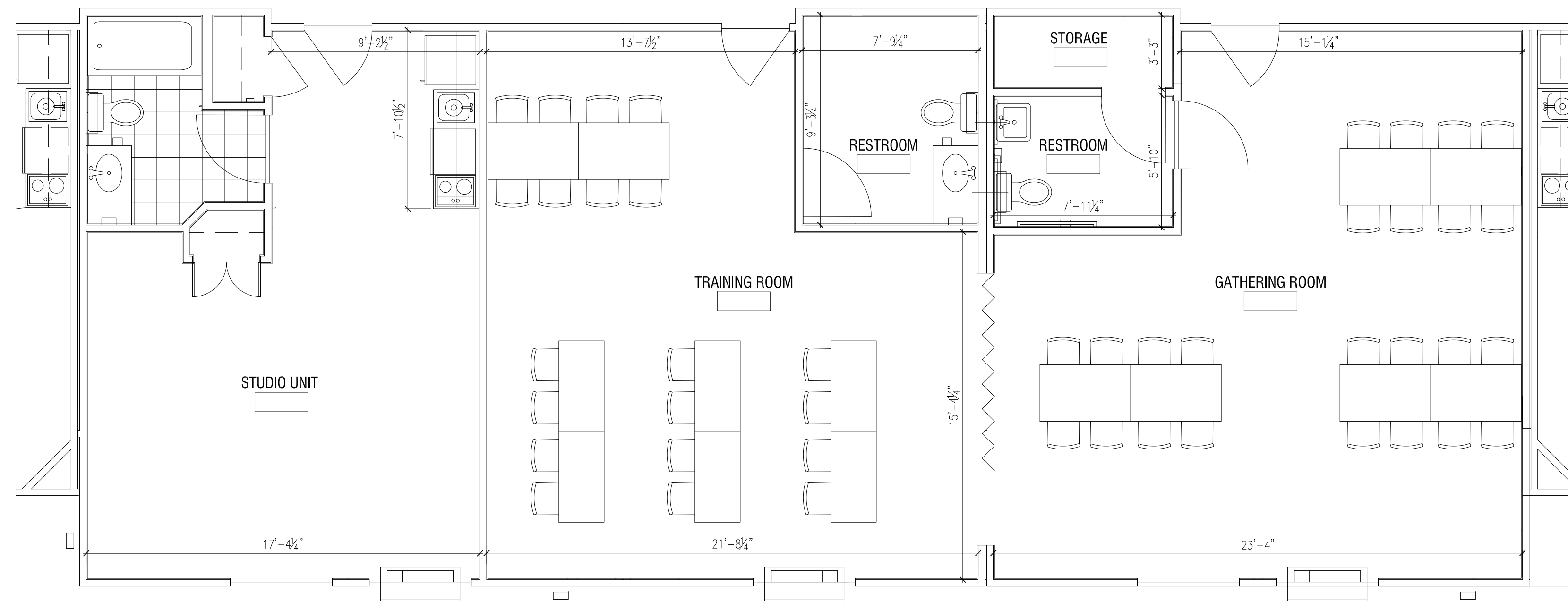
02 LEVEL 2 - ENLARGED PROPOSED PLAN
1/4" = 1'-0"



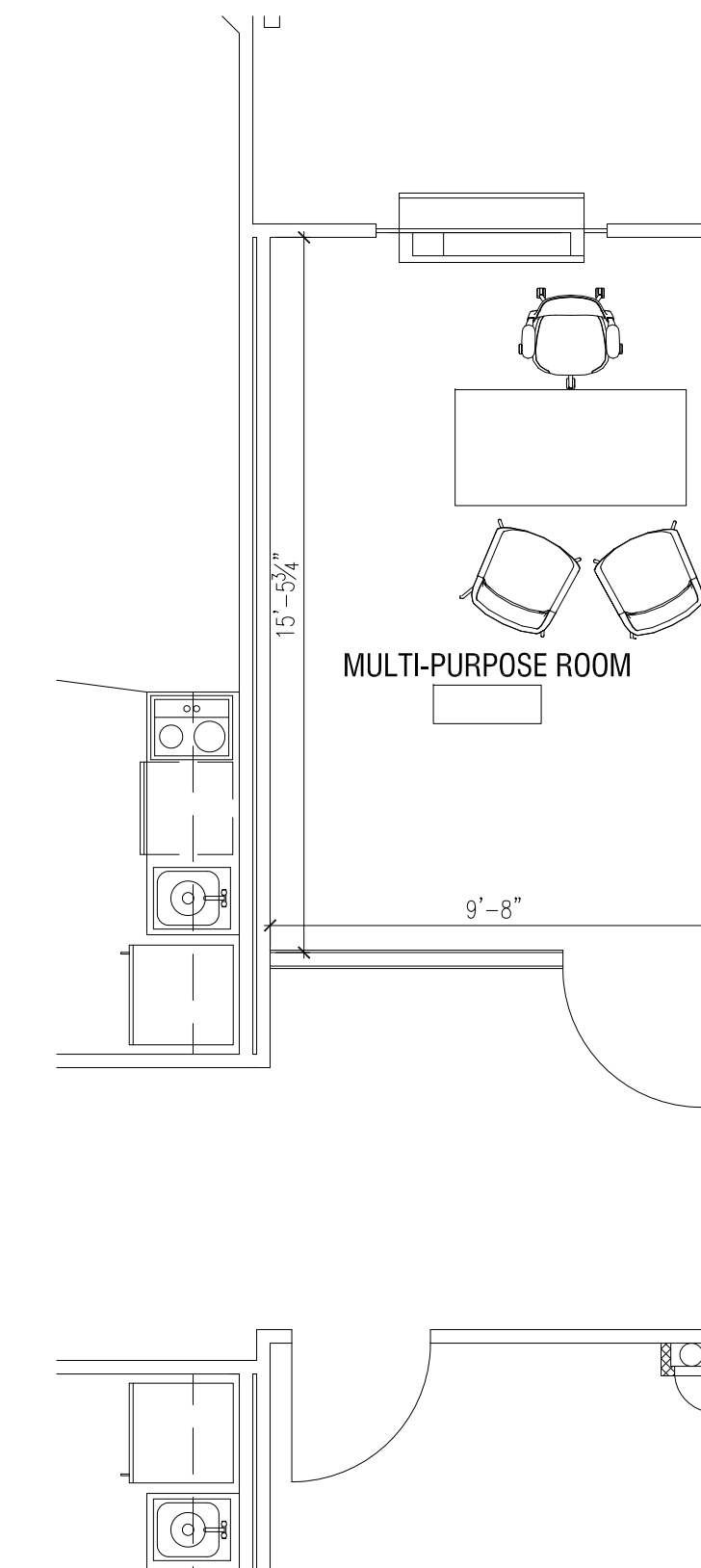
03 LEVEL 2 - ENLARGED PROPOSED PLAN
1/4" = 1'-0"



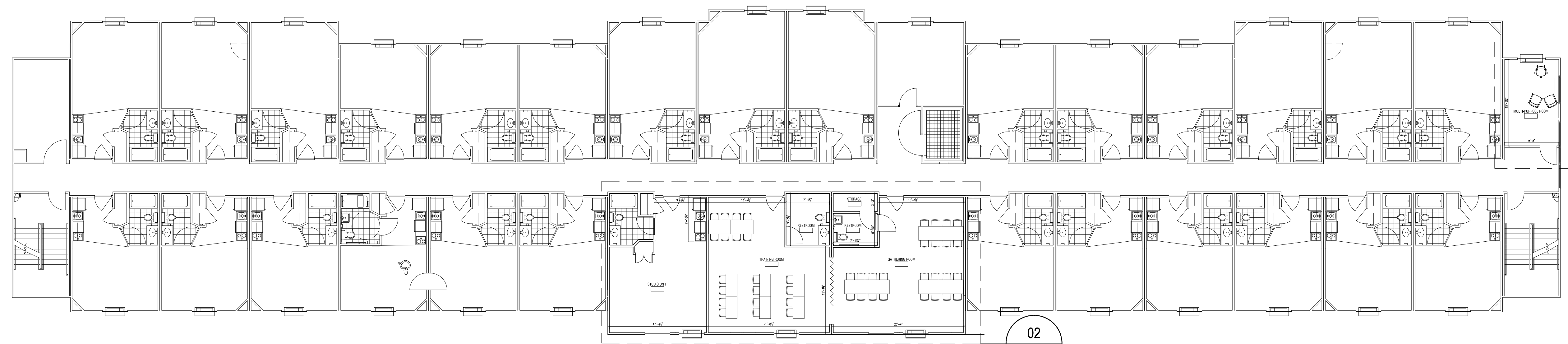
01 LEVEL 2 - PROPOSED FLOOR PLAN
3/32" = 1'-0"



02 **LEVEL 3 - ENLARGED PROPOSED PLAN**
1/4" = 1'-0"



03 **LEVEL 2 - ENLARGED PROPOSED PLAN**
1/4" = 1'-0"



01 **LEVEL 3 - PROPOSED FLOOR PLAN**
3/32" = 1'-0"

03
A4

02
A4

PECAN GARDENS FAMILY ELDERCARE - CANDLEWOOD

ISSUE DATE:
03/30/2022

PROJECT NUMBER:
21-007

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Family Eldercare-Pecan Gardens: Rehabilitation Narrative

Site

- Removal of 55 parking spaces, and replace with landscaping, garden space, and softscape. (36 parking spaces remain, as does the Loading Zone)
- Addition of decomposed granite walking trail along the north, west, and a portion of the south property perimeter.
- Add planting beds for gardening and landscaping enhancements
- Addition of Cedar trellis with ADA accessible deck area where swimming pool previously was located.
- Addition of chain link enclosed dog park
- Additional of 10 blooming tree species (Texas Mountain Laurel or Crepe Myrtle) to screen the adjacent parking lot to the north.
- Add wrought iron fence along north property line adjacent to the parking lot and new wooden plank privacy fence on the west and south, adjacent to the residential and hotel uses.
- Provide secured bicycle racks/parking, picnic tables, seating benches, and other miscellaneous outdoor furniture and shade opportunities.
- Add LED heads to existing parking lot pole lights to increase lighting levels throughout the site.

Exterior Building

- Install new Family Eldercare signage on the building- east front
- Pest treatment to remove wasp nests and fire ant piles
- Exterior building caulking maintenance to prevent water intrusion
- Exterior door hardware re-work for security access control
- East canopy maintenance (strut re-attachment and re-seal roof)
- Security camera and system upgrades around the building perimeter.

Interior First Floor

- Remove all corridor carpet to be replaced with LVT or Tile
- All public area carpet/flooring to be replaced with LVT or Tile.
- Add a secondary, secured lobby space which would include access to the 24-hour reception through a transaction window. This area will also include mail/package area for ease of the United States Postal Service, Amazon, Fed-Ex, etc.
- Add 4 back of house offices and a conference room for employees.
- Demo one guest room and convert to office space.

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- Using existing plumbing for an employee breakroom/ workroom. Finishes and appliances to be updated.
- Leasing manager office can be accessed to new and existing tenants which is located directly adjacent to secondary entrance.
- Using existing room to create a tenant computer lab with large window for employees to visually see who is in the space.
- Keep existing unisex restrooms.
- Convert existing office at the rear of the building into a pantry storage space. Add shelving to all walls.
- Demo walls and add plumbing and power to create a community kitchen which will include a full-size refrigerator, stove, oven, and ADA sink. Island added to have seating space within community kitchen.
- Laundry room and equipment to remain in place.
- Convert desk area adjacent to laundry to be a phone room for tenants to make private calls.
- Relocate water fountain.

Interior Second Floor

- Remove all corridor carpet to be replaced with LVT or Tile
- Storage room located on plan east corner to be converted to fitness room. Replace flooring, add power, and adding a storefront window system.
- Convert existing guest suite to be 3 additional offices, storage, and a restroom for employees.
- Demo standard and suite guest rooms and reconfigure. Relocate a standard bedroom, which will create a community gathering space/ game room for tenants and will also include a restroom.

Interior Third Floor

- Remove all corridor carpet to be replaced with LVT or Tile
- Storage room located on plan east corner to be converted to rotating employee office space. Shift rated wall further into the corridor, enlarging the room.
- Eliminate a total 2 guest rooms.
- Convert existing guest suite to be gathering space for tenants with a restroom.
- Demo standard guest room and guest suites. Reconfigure to a standard guest room in new location. Create a training room for employees including a restroom. This new room will be connected by a 12'-0" accordion door to a gathering room for tenants.

Guest Rooms

- Remove all carpet and replace with LVT flooring

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- Remove all bathtubs and replace with tiled roll in showers with grab bars and seats for accessible units and wall blocking to accept grab bars and seats in all other guest units.
- Remove all king size beds, mattresses and headboards. Replace with double size beds, mattresses, and headboards.



Council Question and Answer

Related To

Item #2 and 3

Meeting Date

May 19, 2022

Additional Answer Information

2. Approve an ordinance amending the Fiscal Year 2021-2022 Tourism and Promotion Fund (Ordinance No. 20210811-001) to increase appropriations by a total of \$1,082,155 to support the Austin Convention and Visitors Bureau's recovery from the financial challenges resulting from the COVID-19 pandemic. Related to Item #3.
3. Approve a resolution amending the Austin Convention and Visitors Bureau, d/b/a Visit Austin, Fiscal Year 2021-2022 Marketing Plan and Approved Budget to increase the Budget by \$1,082,155 for a revised Budget amount of \$12,586,863; amending the contract payment from the City to Visit Austin to establish that payment, as required by Chapter 351 of the Texas Tax Code, in an amount up to \$8,281,613; and authorizing the City Manager to file the approved documents with the City Clerk's Office as required by the Texas Tax Code. Related to Item #2.

QUESTION/ANSWER: Council Member Kelly's Office

1. *Are there plans to advertise in other cities? Airports? Radio? TV? In-flight ads? Could we see examples of the advertising?*
See attached pdf document titled 'Visit Austin Advertising Overview'.
2. *Where is the money available in the budget?*
Funding for this budget amendment is available in the Tourism & Promotion Fund and the Austin Convention Center Operating Budget.

VISIT AUSTIN ADVERTISING

We partner with media platforms that provide engaging programs that span multiple touchpoints (digital, video, email, social, editorial, etc.) and garner strong reach. The ultimate goal of all Visit Austin campaigns is to generate visits to the destination.

We aim to reach and convert prospective visitors **outside of the Austin market** with an advertising campaign that inspires potential visitors to learn more about key destination pillars such as live music, the outdoors and our local food scene. **The primary media objective for 2022 is to continue to aid market recovery with increased visitation to the city.**

Campaign Key Performance Indicators (KPIs) include:

- Hotel conversion (bookings and searches), flight searches/bookings secondary - this is a primary KPI for the organization as a whole.
- Qualified website traffic
- Website conversion (visitor guide requests/views, email sign-ups)
- Engagement (CTR, VCR, time with site/content, reactions/comments/shares, etc.)
- Reach
- In-market arrivals attributed to media placements

Audience

Age: 25-54; Sweet Spot: A25-34*

HHI \$75K+ who travel

Diversity Segments: LGBTQ+, African American, Latino/a, AAPI

Creative Concept - *Visit Austin. It's Way Better Live.*

If you know music, you know it's better live. Just Like Austin, Texas. From our culinary scene to the greenbelt, we know our city is best experienced live.

Budget Allocation by Market

Market Budget Allocation: 40% Drive Markets/60% Fly Markets

Drive Markets: Houston, Dallas-Fort Worth, San Antonio, Oklahoma City, New Orleans

Fly Markets*: Los Angeles, New York City, Chicago, Atlanta, Denver

***markets may evolve based on Visit Austin data**







Niche & Social Campaigns

We also develop targeted niche marketing campaigns to complement larger brand advertising efforts. Examples include:

- Small Business Season
- Music Recovery Campaign
- National Travel & Tourism Week
- Vibrant City Mural Campaign & AR Filters
- Social Campaigns
 - Music Austin Instagram Takeover
 - Diversity celebration months

FY 21-22 ADVERTISING PARTNERS

With our current budget, we have selected the following proven media partners. Should we receive additional funding we would look to expand our advertising program with these and other partners:

MEDIA PARTNER	RUN DATES	AD TYPE
	May - September 2022	Display Banners Video Native Ads
	May - September 2022	Custom Articles Dedicated Emails Display Banners Video Rich Media
	June - August 2022	Standard Image Ads Video Ads
	Evergreen	Image Ads Video Ads
	Evergreen	Image Ads Video Ads
	Evergreen	Search engine optimization
Influencer Partners	Evergreen	Partner with trusted influencers on custom content and takeovers

MARKETING CAMPAIGNS

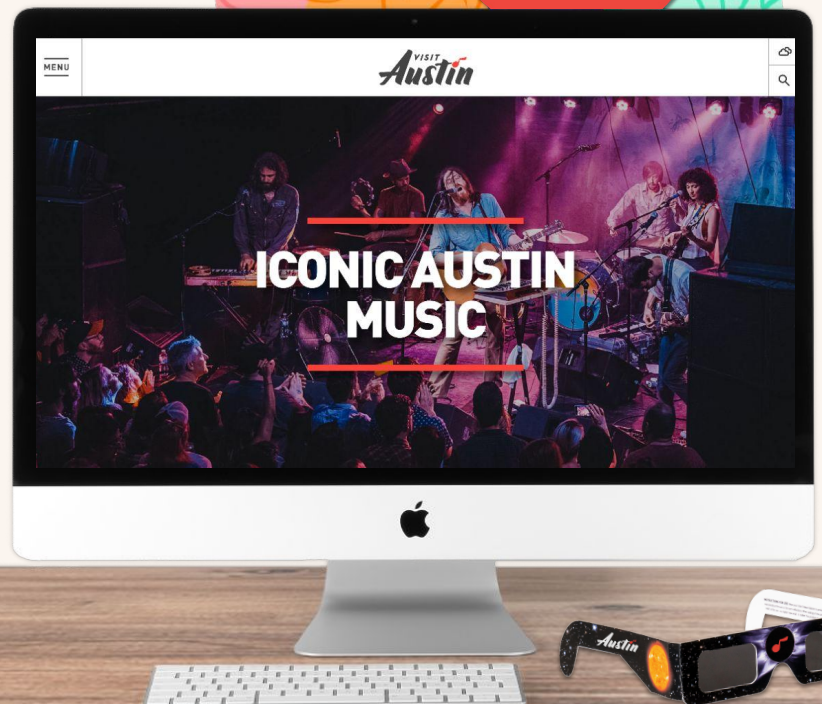
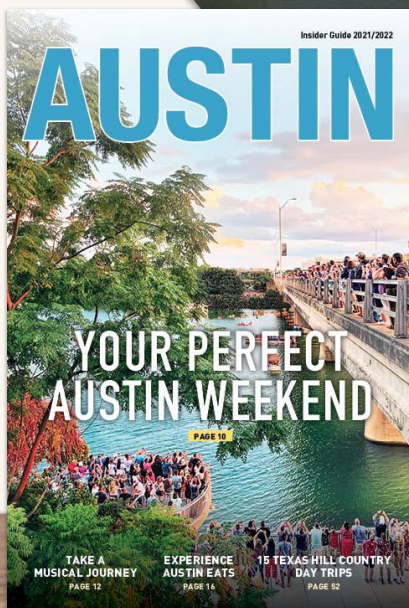
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50 Austin Must-Dos on a Budget

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These Austin Music Venues Are Reopened and Ready to Rock This Summer

By Kelly Stocker
Published on 6/15/2021 at 2:58 PM



Photo courtesy of Antone's

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#FRIDAY FINDS



JOIN GABBY PHI
OF GAN BEI GALS
EVERY FRIDAY IN MAY

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#FRIDAY FINDS



JOIN JAVIER WALLACE
OF BLACK AUSTIN TOURS
EVERY FRIDAY IN FEBRUARY

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#FRIDAY FINDS



JOIN GINA CHAVEZ,
LOCAL AUSTIN MUSICIAN,
EVERY FRIDAY DURING
LATINX HERITAGE MONTH

VISIT *Austin* CELEBRATES

SMALL BUSINESS SEASON

SHOP SMALL

VISIT *Austin* CELEBRATES

SMALL BUSINESS SEASON



GIFT LOCAL AUSTIN
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THIS SEASON

SHOP SMALL