

**City Council Questions and Answers for
Thursday, March 26, 2015**

These questions and answers are related to the
Austin City Council meeting that will convene at 10:00 AM on
Thursday, March 26, 2015 at Austin City Hall
301 W. Second Street, Austin, TX



Mayor Steve Adler
Mayor Pro Tem Kathie Tovo, District 9
Council Member Ora Houston, District 1
Council Member Delia Garza, District 2
Council Member Sabino "Pio" Renteria, District 3
Council Member Gregorio Casar, District 4
Council Member Ann Kitchen, District 5
Council Member Don Zimmerman, District 6
Council Member Leslie Pool, District 7
Council Member Ellen Troxclair, District 8
Council Member Sheri Gallo, District 10

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

QUESTIONS FROM COUNCIL

1. Agenda Item # 2 - Authorize award and execution of a construction contract with RESTEK, INC. for the Ullrich Water Treatment Plant Concrete Rehabilitation Project in the amount of \$424,195 plus \$42,419 contingency, for a total contract amount not to exceed \$466,614.
 - a. QUESTION: What was the result of the Water Waste Water Commission meeting? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: On March 11, 2015, this item was unanimously approved by the Water and Wastewater Commission.
2. Agenda Item # 3 - Authorize negotiation and execution of a professional services agreement with the following 15 staff recommended firms or (qualified responders) to Request for Qualifications Solicitation No. CLMP171: MWM DESIGN GROUP: HALFF ASSOCIATES, INC: MCGRAY & MCGRAY LAND SURVEYORS, INC: MACIAS & ASSOCIATES, LP: SURVEYING AND MAPPING, LLC: JACOBS ENGINEERING GROUP, INC: LANDMARK SURVEYING, LP: JONES & CARTER, INC. dba TERRA FIRMA LAND SURVEYING: MCKIM & CREED INC.: LANDESIGN SERVICES, INC.: PAPE-DAWSON ENGINEERS, INC.: UNINTECH CONSULTING ENGINEERS INC.: COBB FENDLEY & ASSOCIATES, INC.: GORONDONA & ASSOCIATES, INC.: and HEJL, LEE & ASSOCIATES, INC. to provide surveying services for the 2015 surveying services rotation list for an estimated period of two years or until financial authorization is expended, for a total contract amount not to exceed \$3,000,000 divided amongst the 15 firms.
 - a. QUESTION: 1) Are these professional services agreements time sensitive or can this item be sent to the Audit & Finance Committee for review? 2) If the City were to perform these professional services in-house how many FTEs would be required, how much would it cost and would the level and quality of service be equal, greater or less than if the services were performed by outside firms? 3) If the City were to perform these professional services in-house how many FTEs would be required, how much would it cost and would the level and quality of service be equal, greater or less than if the services were

performed by outside firms? 4) How routine is the recurring work that requires these professional services? COUNCIL MEMBER GALLO'S OFFICE

- b. ANSWER: 1) The approval of this agreement is time sensitive as the current rotation list has only \$225,671.06 remaining in authorization. Additionally, there is a \$100,000 project that is currently being processed which will further draw down the authority available to make assignments for surveying work. A delay in award of the contract may impact the City's ability to make progress on our ongoing capital projects as surveying work is often on the critical path of project completion. 2) Public Works currently maintains a small surveying team of only three surveying professionals and two surveying technicians. The issue, however, involves more than staffing. Surveying technology has experienced rapid changes over the past several years. While the City maintains some modern equipment to respond to small jobs and items of a time-sensitive nature, it is not practical for the City to purchase and maintain specialized equipment that requires unique calibration and maintenance. Consequently, the role of City surveyors is migrating from data collection to data quality and data management. Additionally, surveying requests come in lulls and waves. The rotation list allows the City to make assignments as needs arise rather than putting requests in queue for a staff crew. Surveying is often on the critical path for project completion, and projects benefit from getting the surveying work accomplished quickly. Conversely, when there are lulls the City does not have staff sitting idle. The cost of equipment and the uneven workload make the use of a rotation list a better value to the City for most surveying requirements. Additionally, opportunities for small and minority/women owned firms are created with the use of a rotation list. 3) The current agreement has been used by the Parks and Recreation Department, Austin Water Utility, Austin Energy, Transportation, Aviation, Watershed, and the Public Works Department. It is available for use by all departments. The same departments are expected to continue to use the new agreement. 4) Though each capital improvement project is unique, the need for surveying is routine.
- 3. Agenda Item # 4 - Authorize the use of the construction manager-at-risk method of contracting for construction of the new Parking Garage with Administration Offices Project at the Austin-Bergstrom International Airport.
 - a. QUESTION: 1) What is the recommendation of the Audit & Finance Council Committee? 2) Is this construction manager-at-risk contract related to Zoning Cases C14-2014-0175A & B? 3) If this item is related to these two zoning case why is this item not being heard with the two zoning cases in April? 4) Has a firm or company already been selected as the finalist for this contract? 5) If so, when was the finalist approved? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: 1) Staff is presenting the item to the Audit and Finance Committee on March 25th. 2) No, the noted zoning cases are not related to our request to authorize the use of the construction manager-at-risk method. 3) The noted

zoning cases are not related to the request to use the construction manager-at-risk method. 4) No firm or company has been identified for these services. The action before Council is to authorize the use of the construction delivery method. If Council approves the methodology, Contract Management Department and Aviation Staff will work to develop the solicitation documents and advertise the solicitation soon after. This solicitation process will lead to City staff recommending a firm to Council for preconstruction phase services. In addition, Contract Management Department and Aviation staff will also work on developing a separate solicitation for the architectural design services. 5) Not applicable.

4. Agenda Item # 5 - Approve an ordinance amending City Code Title 9 relating to audible noises and music and solicitation.
 - a. QUESTION: Does this resolution have the support of the surrounding neighborhood association? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: As drafted, the ordinance amendment does not have the support of the surrounding neighborhood association. For this and other reasons, the Economic Development Department requested the item be withdrawn. We will be working with the Legal Department to schedule an executive session at an upcoming City Council meeting. From that point, we would bring the item to a Council Committee before proposing further ordinance amendments.
 - c. QUESTION: Can we get a "red line" version showing the original ordinance and the proposed changes? COUNCIL MEMBER ZIMMERMAN'S OFFICE
 - d. ANSWER: The attached ordinance is the most recent version under discussion. Please note that this is not a final draft. Staff is requesting withdrawal of this item pending further Council consideration.
5. Agenda Item # 7 - Approve an ordinance establishing classifications and positions in the classified service of the Austin Fire Department; creating and eliminating certain positions and repealing Ordinance No. 20140908-004 relating to the Austin Fire Department classifications and positions.
 - a. QUESTION: 1) Why the variation from the recently passed resolution 20140908-004? 2) Did this item go before the Public Safety Commission? If so, what was the vote? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: 1) When the budget was adopted in September 2014, AFD created a Division Chief position by upgrading a vacant Firefighter position. The classification ordinance was amended to reflect the change in rank of the one position. The current request for a change to the ordinance would allow AFD to upgrade the rank of five vacant Firefighter positions to the next highest rank of Fire Specialist. It would also allow the creation of two Division Chiefs (DC). One DC comes from the upgrade of a Battalion Chief one rank below.

The second DC comes from an upgrade of a vacant Firefighter position four ranks below. The purposed upgrades in rank will provide a) strategic oversight for the Wildfire and Community Outreach divisions, b) upper level management of Special Operations, Airport, and several other divisions, and c) the increased skill set associated with Fire Specialists who will work in Recruiting, Community Outreach and Medical Operations training and certification. 2) No, this did not go to the Public Safety Commission. The Fire Chief needs to retain the ability to manage operations issues associated with management span of control, enhancing supervision of programs, and placing employees with higher-level skill sets in key functions.

6. Agenda Item # 10 - Authorize negotiation and execution of an 84-month lease renewal agreement with PAJA PROPERTIES, LTD. for 7,675 square feet of retail, office and storage space for the Book Sales Program of the Austin Public Library, located at 5335 Burnet Road, in an amount not to exceed \$1,151,643.
 - a. QUESTION: Why is this a 7 year lease? Will these move into the new downtown library once it is completed? COUNCIL MEMBER ZIMMERMAN'S OFFICE
 - b. ANSWER: The lease renewal is for seven years to secure the Recycled Reads Book Store lease space on Burnet Road at a long term favorable rate in a fast developing area of town in which rental rates are escalating sharply. The Recycled Reads Book Store will not move into the downtown library once it is completed. A much smaller outlet for Recycled Reads is planned for the new downtown library, but it will not replace this store.
 - c. QUESTION: 1) Does the City own any space of similar size that is currently available for use by the Book Sales Program? 2) What is the justification for a renewal lease of 84-months (7 years)? 3) Would it cost the city more or lease if the lease was shorter? What if the lease was longer? 4) Please provide a detailed breakdown of the expense categories (lease, utilities, taxes, insurance, etc.) associated with maintaining this location. 5) Are there any other expenses included in operating expenses other than taxes and insurance? 6) What other expenses are associated with the Book Sales Program (example FTEs)? 7) How much revenue comes from the selling of these old books and materials? Does the revenue cover the cost of the program? Where does the funding go? 8) Why is the City Council reviewing this lease renewal only five days before the current lease ends? 9) What happens if this lease is not renewed and what costs would the city incur? COUNCIL MEMBER GALLO'S OFFICE
 - d. ANSWER: See attachments.
 - e. QUESTION: Can staff provide copies of the 2008 & the 2012 lease agreement? COUNCIL MEMBER TROXCLAIR'S OFFICE
 - f. ANSWER: See attachment

g. QUESTION: 1) What authorized the program in the first place? 2) Was a resolution / ordinance approved by the City Council to provide such authorization—and when might that have been? 3) In looking at the Austin Public Library's (APL) webpages, I am getting the impression that the storefront location first opened in 2009—am I correct? 4) When a book or “media” is “weeded” from the APL’s collection, is the item replaced with a newer version such as a revised reprinting of a particular book containing updated information, for example? 5) How is the decision arrived at as to which items are “weeded” versus those that are retained by APL? COUNCIL MEMBER ZIMMERMAN'S OFFICE

h. ANSWER: 1) The initial book sale operation began in 2005 and was operated by a volunteer organization and support group for the library, The Friends of the Austin Public Library, on City of Austin property that had been purchased as the site for the new Twin Oaks Branch Library. Once construction began on that site in 2007, the Director of APL, with a recommendation from the Law Department, transitioned the book sale function to become part of normal departmental operations to be overseen and operated by Library staff. Since that transition, funding to operate the book store, including the lease agreement, has been included in the department’s operating budget and has been approved by City Council as part of the operating budget every year. 2) The City Council approved the negotiation and execution of an initial lease agreement for a 60-month term on November 8, 2007. The actual lease agreement for the current rental space was signed on March 15, 2008. Council subsequently approved negotiation and execution of a 24-month lease renewal (current term) on August 16, 2012. 3) Yes. The current retail storefront opened at the 5335 Burnet Road location on February 28, 2009. 4) Based on usage patterns and relevancy of the material, replacement copies or newer versions are purchased. For example, a book on Total Quality Management may have had limited circulation over the last few years and no longer represents current theory or thought. This item would not be replaced, but based on the knowledge of librarians who regularly research professional review journals, award lists and media reviews, a book on Six Sigma might be purchased. If the item was weeded due to its condition and usage data warrants it, the item would be replaced with either the same or newer edition if available. 5) In order to keep collections updated and relevant, weeding is a necessity. Weeding is performed by librarians who use their professional knowledge regarding selection/de-selection of materials and is based on established criteria. Items are reviewed according to approved American Library Association standards to determine if they need to be removed due to circumstances such as damage or deteriorated condition, whether the item has been superseded by a new edition or by a better source on the subject, whether the item continues to represent factually accurate information, whether the item is still relevant to the need/interest of the community, and whether the information can be obtained from another source. These weeded materials are sent to Recycled Reads to be reused, repurposed or recycled in an environmentally responsible way.

7. Agenda Items # 11 and # 12: # 11 - Approve an ordinance vacating approximately 4,646 square feet of an unnamed street located between South 1st Street and South 2nd Street (adjacent to 900 South 1st Street); approximately 5,996 square feet of South 2nd Street; and approximately 2,184 square feet of an alley north of Copeland Street, between South 1st Street and South 2nd Street, to 1ST STREET HIGHLANDS, LP, for the appraised value of \$137,838, subject to retaining public utility easements, a waterline easement, relocation of utilities at the developer's expense, and concurrent dedication by plat of new right-of-way. Related to Item # 12. # 12 - Approve an ordinance vacating approximately 8,200 square feet of the unconstructed Christopher Street right-of-way (adjacent to 1000 South 2nd Street) to 1ST STREET HIGHLANDS, LP, for the appraised value of \$35,274, subject to retaining public utility easements, a waterline easement, relocation of utilities at the developer's expense, and concurrent dedication by plat of new right-of-way. Related to Item # 11.
- a. QUESTION: 1) Is this item time sensitive or can it be sent to the Planning & Neighborhoods Committee for review? 2) How is the land appraised and can the Council get a copy of the appraisals? 3) Are there any conceptual maps or site plans for the proposed subdivision that can be shared with Council? 4) What is the recommendation from the Austin Transportation Department? 5) Are there any planned traffic improvements on South 1st Street in this area? Is there any potential traffic light at the intersection of South 1st St. and Copeland St.? 6) Has the Office of Real Estate Services, Austin Transportation Department or any other City Staff worked with the neighbors to address their concerns? COUNCIL MEMBER GALLO'S OFFICE
- b. ANSWER: 1) The applicant considers these right-of-way (ROW) vacations to be time-sensitive. The applicant has worked with City staff for approximately 2 years to achieve a viable design and to clear the ROW vacation process. The applicant informed us in late 2014 that they have sales contracts on hold, and that they cannot proceed until these vacations are approved. These vacations were reviewed and approved by the Planning Commission on a vote of 8-0 on March 25, 2014, and by the Urban Transportation Commission on a 4-0-1-2 vote (one abstention, two absent) on April 8, 2014. 2) The property is appraised by an independent third party appraiser. In order to protect the City of Austin's negotiating position we have summarized the appraisal. The appraiser determined the highest and best use of two property components that are adjacent to the right-of-way areas to be vacated. One component was located with frontage along S. 1st Street, which is a primary, four lane roadway, and was deemed to have an ultimate commercial development use. This whole property component was then valued based on comparable commercial sales data of similar use properties with similar characteristics as the subject property and adjusted to consider the differences. From the whole property valuation a value on a per square foot basis was determined. The value per square foot was then applied to the right-of-way area to be vacated with consideration given to the rights of ownership currently held by the adjacent property owner; the rights to be conveyed from the City to the property owner; and the rights to be retained by the City. The second property

component located to the west of the commercial oriented property was situated with frontage along S. 2nd Street, which is a secondary, two lane roadway, and was deemed to have an ultimate residential development use. This property component was valued in a similar manner as the first component, except that comparable residential oriented sales data of similar use properties with similar characteristics as the subject and adjusted to consider the differences. As in the first property component, the whole property was valued and a value on a per square foot basis calculated. Then consideration was given to the various rights to be conveyed to the adjacent property owner and retained by the City. 3) The applicant submitted both a residential subdivision plan and a commercial site plan concurrent with their original application for right-of-way vacation. These plans expired in December 2014. The applicant recently resubmitted to the Planning and Development Review Department (PDRD). In addition, the applicant has provided staff with their latest plat exhibit, included here as Attachment B. 4) The Austin Transportation Department (ATD) recommended approval of the proposed right-of-way vacations. 5) A traffic signal at S 1st St/Copeland St was previously discussed with Arterial Management staff and the previous Assistant Director. The signal was to be considered if the development took its primary access on Copeland St and the developer paid for it. However, I don't believe the developer was obligated to pay for it, and no action was taken. We have added this intersection for consideration of a signal and pedestrian hybrid beacon (PHB). Either device would rank against other requests citywide based on documented volumes, crash history, and nearby street network. ATD currently has no funding for a new device, but we prioritize requests for future funding opportunities. No other improvements are planned along S 1st St in this area. 6) The Office of Real Estate Services (ORES) has received several objections from owners of surrounding properties, which are all provided as backup to this Council agenda item. Per standard procedure, ORES staff forwarded all objections to the applicant upon receipt, and advised the applicant of their responsibility to attempt to address the objections. By procedure, City staff diligently follow the provisions of City Code to determine whether Code regulations will allow for approval or denial of a vacation application, including seeking review and approval from City stakeholder departments. However, many if not most citizen objections received do not fall under matters of City regulation, and may be an objection to other aspects of the project rather than the vacation in particular. In these circumstances, staff may not be able or qualified to address noted concerns. Thus ORES advises the applicant to attempt to address these objections directly with the community, and afterwards shall defer to City Council to consider the feasibility and merit of resolving any remaining objections within their overall consideration of the agenda item.

- c. QUESTION: Are there foreseen connectivity issues associated with the vacation of the "unnamed road" hereby referred to as the extension of South 2nd Street, particularly given its intersection with the thoroughfare at South 1st Street? COUNCIL MEMBER TROXCLAIR'S OFFICE

- d. ANSWER: The vacation of this portion of right-of-way would remove any potential access point at this intersection. The extension of S. 2nd Street to S. 1st Street is currently considered a "substandard road" and due to its current design and its adjacency to a nearby condominium complex driveway, it will be difficult to improve under existing City Code.
8. Agenda Item # 13: Authorize negotiation and execution of an encroachment agreement with SHOAL CREEK WALK, LTD. for the aerial encroachment of the Bowie Street right-of-way by a pedestrian bridge, located between West 5th Street and West 6th Street.
- a. QUESTION: 1) Is this item time sensitive or can it be sent to the Planning & Neighborhoods Committee for review? 2) Is there already a developer for the land on the east side of Bowie Street and has a site plan been submitted that the Council can review? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: 1) The applicant indicated that this item is time-sensitive and that construction is scheduled to commence in April 2015. The pedestrian bridge was one mitigating criterion to secure a floodplain variance for the applicant's site plan. Thus an encroachment agreement is required to be approved before a building permit will be issued. This encroachment was reviewed and approved by the Planning Commission on a 7-0-1 vote on February 24, 2015. 2) Yes, a developer for the land on the east side of Bowie Street has submitted a site plan. The developer has provided staff with a PowerPoint including exhibits of the project plans, previously presented to the Land Use Commission and included as Attachment C.
9. Agenda Item # 14 - Approve a resolution concerning naming the Onion Creek Greenbelt, located at 7004 Onion Creek Drive.
- a. QUESTION: If the Council decides to rename the greenbelt, what would be the associated costs? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: If Council decides to rename the greenbelt, all trailhead signs must be replaced. Without conducting a formal field survey, PARD estimates that there are 5 signs that would require replacement at \$1200 apiece, for a total of \$6,000.
10. Agenda Item # 15 - Approve an ordinance amending Ordinance No. 20141120-056 to extend the expiration date for amendments to City Code Chapter 9-2 relating to requirements for non-peak hour concrete installation within portions of the Central Business District (CBD) and Public (P) zoning districts.
- a. QUESTION: What happens if the ordinance expires? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: See attachment.

11. Agenda Item # 16 - Authorize negotiation and execution of an interlocal agreement with the Texas Department of Transportation (TXDOT) for relocation of water, wastewater and reclaimed water lines within the TXDOT Roadway Improvement of State Highway 71 from east of US 183 to Onion Creek- Toll Road Project, in the amount of \$5,200,000 plus a \$520,000 contingency, for a total contract amount not to exceed \$5,720,000.
 - a. QUESTION: 1) What was the Water Waste Water Commission vote. 2) What role financially is TxDOT playing in this oversight within the State's Contract Roadway Improvement project? 3) Was this relocation part of a prior agreement with TxDOT for SH71? 4) What is the long-term need for this project? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: 1) On March 11, 2015, this item was unanimously approved by the Water and Wastewater Commission. 2) TXDOT awarded and is managing the Roadway Improvement contract with McCarthy, Design-Build Contractor, and is responsible for oversight of the contractor. The utility relocation work is included in the TXDOT contract. Per the interlocal agreement, the City will pay for 50% of the construction cost to relocate the existing City facilities, and 100% of the betterment costs. 3) There was no prior agreement with TX DOT on this section of SH 71. 4) The improvement is needed to meet fire code requirements and customer needs in the area.
12. Agenda Item # 18 - Authorize award and execution of a 24-month contract with UCS FACILITY SERVICES to provide maintenance and custodial services for Austin Water in an amount not to exceed \$1,245,648, with two 12-month extension options in an amount not to exceed \$622,824 per extension option, for a total contract amount not to exceed \$2,491,296.
 - a. QUESTION: What would the costs be to bring these services in house? As noted in the backup, "The services have been performed by a contracted vendor for over 10 years.." COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: In the past, AWU have analyzed contracting services versus hiring city employees to perform these services and have found contracting services is most cost effective. AWU would require at least 56 internal employees to address maintenance and custodial services, with a mixture of full and part time positions. The cost of labor alone based on the need for 56 City of Austin employees would be \$1,138,009.60 per year. This City of Austin labor estimate assumes pay rates higher than the living wage minimum of \$11.39/hour and higher staffing levels required to accommodate for planned or unplanned sick and vacation time. This labor analysis does not include insurance, benefits package, equipment, or cleaning supplies. The contractor can do this for \$622,824 per year, approximately half of what it would cost the City for labor alone. The contract requirements also include provisions for the contractor to provide general maintenance and repair services as well as janitorial services. The contractor also has resources outside of this contract (i.e. other state & municipal contracts) to reallocate staff in order to

accommodate for planned or unplanned sick & vacation time. The contractors have extensive equipment inventories and can manage a variety of maintenance and custodial requirements and projects for multiple buildings. Finally, the contract includes the necessary supervisory staff. The findings of the labor analysis above are consistent with the findings of the 2012 Insourcing Select Service Contracts report from Resolution 20120405-054 directing City staff to gather data and explain the rationale for utilizing a contractor to perform various non-professional services. That report reviewed 54 contracts, looking at operating costs for five years, cost of capital equipment, full-time equivalents required, contract costs for five years, and ultimately, the difference between the City and the contract in additional costs or savings over the five year period. Only one contract at that time was recommended for insourcing.

- c. QUESTION: Does UCS Facility Services provide health insurance coverage for their workers who provide services to the City of Austin? What is the status of those workers? Are they contract, temporary, part-time, or permanent with UCS? COUNCIL MEMBER KITCHEN'S OFFICE
- d. ANSWER: There was no specific benefits terminology placed in the solicitation outside of the "living wage" terminology. According to UCS, their full-time employees are offered a benefits package which includes health, dental & vision and a retirement package. UCS part-time employees are not offered any insurance however they are offered membership in the retirement package. The employees that UCS will use for the multiple AW facilities will be both full-time and part-time permanent employees.
- e. QUESTION: 1) When the last evaluation of providing AWU custodial services in house was evaluated, what were the findings? Was this option pursued further? Why or why not? 2) How many of the contractor's custodial employees at Austin Water are/will be classified as full time (receiving benefits) and how many are classified as part time that would not receive benefits? 3) What are the distinctions between various classes (FT, PT, temp, i.e., how many hours worked per week, after how many hours worked is employee vested in health plan, etc.). 4) There is a 21.6% increase in the proposed contract from the previous contract awarded in 2013, what is the justification for the increase? 5) Can you please provide additional information about wages provided for those who would be employed by this contractor for full-time and part-time employees? 6) I would like to have a copy of this potential contract, as well as our previous contract, and information regarding if there are any employee benefits being provided in the new contract that were not available in the old contract.
- f. ANSWER: 1) It was estimated that it would require 50 full time employees to do the same amount of work. This means a total annual cost of \$1,184,560 for wages alone. No, this option was not pursued further. Full time employees would cost the City an additional \$561,736 in wages per year, not including benefits. 2) It is estimated that the Contractor will require five full time

employees, 27 part time employees and 23 weekend workers to fill the contract requirements. 3) According to the Contractor, their full time employees work 40 hours a week and their part time employees work 20 – 30 hours a week. Although the Contract does not include any requirements concerning Contractor employee benefits, according to the Contractor full time employees are offered health, vision and dental insurance along with a 401K retirement package after a 90 day probation period. Part time employees are only eligible to participate in the 401K retirement package after a 90 day probation period. Roughly 80% of their employees are full time and they promote from within. 4) When attempting to extend the existing Contract awarded in 2013, the Contractor requested an increase in excess of 25% of the original Contract's price. In lieu of absorbing this increase Purchasing determined it to be more advantageous for the City to go back out to the market and seek new competition. The 21% increase in the proposed Contract reflects the most favorably priced option available to the City. 5) According to the Contractor, none of their employees working under the proposed Contract will be paid less than \$11.39 per hour, regardless of the hours they work on the job. 6) The current Contract is available in EDIMS. Purchasing is glad to assist Council Members or their staff in retrieving any Contracts from EDIMS. The proposed Contract is still being developed so there is no completed document available at this time other than the Contractor's proposal. If the Council Member wishes to review the proposal Purchasing can provide Council Members with a Non-Disclosure Agreement for their signature – afterwards we're glad to provide any proposals received in response to this solicitation. Further, no additional benefits are being provided under the proposed Contract that was not available in the old contract.

13. Agenda Item # 21 - Authorize award and execution of a contract with OSBURN MATERIALS, INC. to provide grass seed mix for the Jimmy Clay Golf Course in an amount not to exceed \$400,265.

- a. QUESTION: Why the delay in rebuilding post floods? Where there FEMA dollars available for this project? COUNCIL MEMBER GALLO'S OFFICE
- b. ANSWER: We have received approval by FEMA to cover seven of the damaged greens at 75% of the cost of repair. The course has continued to struggle over the past several years with nematode damage. The decline in course conditions has resulted in a significant decline in play and revenue to the course. The remainder of the construction to improve the greens is being funded through certificates of obligation, which are typically funded through the formal budget process. The funding of the project took place in September 2014 when Council approved the FY 2014-15 Budget. The construction also needs to follow the grass planting window. The course closed three months prior to installing the greens mix to prepare the area for planting. Planting the new grass should be done between May and September to allow for the best possible grow-in.

14. Agenda Item # 23 - Authorize award and execution of two 36-month contracts

with VIDTRONIX TICKET & LABEL LLC and OMNIDATA SERVICES GROUP LLC for the purchase of as-needed replacement parts for the shared-use passenger processing system at the Austin-Bergstrom International Airport in an amount not to exceed \$450,000 each and combined, with two 12-month extension options in an amount not to exceed \$150,000 each and combined per extension option, for a total contract amount not to exceed \$750,000 each and combined.

- a. QUESTION: 1) Is this item time sensitive or can it be sent to the Audit & Finance Committee for review? 2) Are the airlines using these shared use passenger processing systems being charged to use these systems and does the revenue cover the cost of the equipment? COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: 1) This item is time sensitive. We have three existing airlines adding new service in April and two new airlines starting service in May. These parts are critical to the operation of the airport and those airlines. 2) Airlines who use the shared-use system are being charged a fee per use and a portion of the Information Systems O&M budget is paid for by the airlines rates & charges.
15. Agenda Item # 24 - Authorize award and execution of a 36-month contract with TEXAS ELECTRIC COOPERATIVES to provide pressure treated wood poles for Austin Energy in an amount not to exceed \$3,767,343 with three 12-month extension options in an amount not to exceed \$1,255,781 per extension option, for a total contract amount not to exceed \$7,534,686.
- a. QUESTION: 1) How many Austin Energy treated wood pole stock locations do we have in addition to these two? 2) How much of our total stock is kept at these two locations? 3) How much total stock do we have at any one time? 4) Do we have enough stock to make it through this year's budget process? COUNCIL MEMBER TROXCLAIR'S OFFICE
 - b. ANSWER: 1) None; St. Elmo and Kramer are the only two locations in which Austin Energy (AE) stores wood poles. 2) 100%; all wood poles are stored at these two locations. 3) As of March 23, AE has 228 wood poles at Kramer and 231 wood poles at St. Elmo. The total of 459 poles includes 14 variations of heights and classes (thickness). The height and class of a pole is based on many variables such as the clearance height needed to best protect trees, conductor size needing to be supported, straightness or curve of a line being built, and in line versus tangent poles, to name a few. AE has an average of 450 wood poles in stock at any time unless preparations for a severe storm are underway or several large projects are being constructed. 4) No, based on the 1,665 wood poles purchased last year, AE projects a need for approximately 800 wood poles through the end of this fiscal year—assuming equal system growth and no major storms. AE has \$28,499.48 remaining on the contract with 459 poles in stock. It is important to note that this contract was depleted late last year requiring an extension of the contract. That extension is nearing

depletion due to higher usage requirements (new demand in addition to normal growth, maintenance, emergency material hold requirements, etc.) in the past six months. Even if existing stock perfectly matched (in height and class) upcoming needs, AE projects a deficit of approximately 300 wood poles. (The average price for wood poles ranges from \$200-\$1300 depending on height and class.) The deficit could be much higher than 300 poles because the specific height and class of wood poles needed is very difficult to predict until projects are defined. AE crews request new orders as needed to support the business and required inventory levels. AE is not contractually obligated to spend the money, so if demand falls off for some reason, AE is not at financial risk.

16. Agenda Item # 25 - Authorize award and execution of a 60-month revenue contract with LONE STAR RIVERBOAT, INC. to provide boat excursion services on Lady Bird Lake for an estimated revenue amount of \$150,000, with one 60-month extension option in an estimated amount of \$150,000 for a total estimated revenue amount of \$300,000.
 - a. QUESTION: What provisions has Lone Star Riverboat taken to address permitting deficiencies relating to restroom output and water pumping on vehicles? COUNCIL MEMBER POOL'S OFFICE
 - b. ANSWER: Via a letter sent to Lone Star Riverboat last week, City staff notified Lone Star Riverboat about the City's requirements regarding recordkeeping to demonstrate compliance with the City's marine sanitation requirements. In response, Lone Star Riverboat has provided records demonstrating that the waste from its boats has been properly pumped out.
 - c. QUESTION: Why was this item previously pulled from a past agenda and was that issued resolved? COUNCIL MEMBER GALLO'S OFFICE
 - d. ANSWER: Code (8-1-74) requires a joint recommendation of the Parks Board, Environmental Board and the Design Commission on the grant of a boating concession in Town Lake Park. The joint recommendation has lacked action by the Design Commission. The Design Commission cancelled its February meeting, and is scheduled to meet today, March 23, 2015. This item is on the agenda for action.
 - e. QUESTION: 1) Two of the three boats in the current Lone Star Fleet are Non-Compliant with City Code in regard to providing marine toilets on excursion boats. Will Lone Star Riverboat, Inc. replace the current Non-Compliant boats with the expansion of "seats" and/or additional boats, or would the Non-Compliant boats continue to operate? 2) Will any additional "seats" or boats comply with City Code in regard to providing marine toilets on excursion boats that carry more than 20 passengers? 3) Is the current dock adequate for the services and fleet that will be provided over the next 5-10 years? 4) Who owns the existing dock that serves the Lone Star Riverboats operation? 5) How will the services/fleet be expanded with no expansion or

improvements to the dock? 6) What parkland would be used by Lone Star Riverboat for providing parking and ADA access to the existing dock? Will all improvements made on parkland be dedicated to the City? 7) Consider requiring Lone Star Riverboat to install a Boat Sewage Pumpout Station prior to expanding services/fleet to provide a proper on-shore disposal facility for excursion boats that operate on Lady Bird Lake. (There is Boat Sewage Pumpout grant funding available that can cover up to 75% of the cost for installing this equipment.) 8) Can staff explain why these concerns have not been addressed or why the agreement has not been amended. MAYOR PRO TEM TOVO'S OFFICE

- f. ANSWER: 1) Lone Star Riverboats Inc. will be required to operate in compliance with all applicable federal, state and local laws include city code 6-5-34. Lone Star Riverboats Inc. operator could opt to limit excursion passenger loads to less than 20 per excursion/trip on the "Little Star" and "Southern Star", which are not equipped with marine toilets or discontinue their use. Lone Star Riverboats may continue to utilize its "Lone Star" vessel which is compliant with 6-5-34 as it is equipped with two marine toilets. 2) Lone Star Riverboats Inc. proposes to upgrade its 3 vessel fleet by replacing its "Little Star" vessel, a 34 seat capacity vessel, with a larger vessel. The proposed new vessel would not be equipped with a marine toilet, therefore would be limited to a maximum passenger capacity of less than 20 per city's current code requirement. 3) Yes, Lone Star Riverboats Inc. has no plans to increase the number of vessels in its fleet. 4) Lone Star Riverboats Inc. owns the existing floating dock. Lone Star Riverboats Inc. acquired and maintains the dock at its own expense. 5) Lone Star Riverboats Inc. does not propose to increase the number of vessels. Rather, Lone Star Riverboats Inc. plans to replace "Little Star" capacity of 34 with a "60" seat capacity vessel that is accommodated within the existing dock. 6) The current agreement does not require dedicated parking amenities. Patrons of the lone Star Riverboat access parking at a variety of private and public lots and right of way on street parking on a first come first serve basis. All improvements on parkland will be owned by the City. 7) The City's Request for Proposals did not require the investment and installation of a boat sewage pump out station. Lone Star and other commercial operators currently utilize permitted waste haulers to pump out marine holding tanks in compliance with City code. 8) Concerns related to excursion boat marine toilets and related pump out requirements in Austin City Code Chapter 6 currently reside with Austin Water Utility. The Austin Water Utility is in the process of reviewing, collecting stakeholder input and making recommendations for revisions to code. Lone Star has not been cited with any code violation(s) to date. In light of concerns raised, the Parks department will require Lone Star to submit a copy of each and every manifest for marine toilet pump outs on a monthly basis.

17. Agenda Item # 27 - Authorize award and execution of a 43-month contract through the National Joint Powers Alliance with W. W. GRAINGER, INC., to purchase industrial supplies, equipment, tools, and services in an amount not to exceed \$16,500,000, with one 12-month extension option in an amount not to

exceed \$4,500,000, for a total contract amount not to exceed \$21,000,000.
Related to Item # 26.

a. QUESTION: Item # 27 provides for a 43 month contract for purchasing of various supplies for various city departments through the National Joint Powers Alliance with W.W. Grainger, Inc. Please provide the terms for the amount and length of time of the previous contract scheduled to expire on March 31, 2015. Please provide a statement of annual purchases by department for the last three years. COUNCIL MEMBER KITCHEN'S OFFICE

b. ANSWER: See attachment.

18. Agenda Items # 39 - # 42

a. QUESTION: Are these items time sensitive or can they be sent to the Planning & Neighborhood Committee for review? COUNCIL MEMBER GALLO'S OFFICE

b. ANSWER: Items 39 and 40 refer to an Austin Water Utility Springdale/290 Improvement Project which is time-sensitive. Any delay will impact the project timeline; however, staff recognizes that Council may wish to discuss these items further in a Council Committee. If these two items can be reviewed by the appropriate Committee(s) and posted for Council consideration by May 7th, staff expects that impacts will be minimal enough to be absorbed in the projected timeline. Staff requests no delay beyond early May to the project schedule. The Austin Public Library (APL) considers Item 41 time-sensitive. The current driveway/inadequately sized parking lot configuration at the University Hills Branch Library constitutes a public safety hazard that continues to worsen due to increasing vehicular traffic on Loyola Road and the increased demand for Library services in this growing area. This parking lot expansion project has been funded for land acquisition and design since the summer of 2013, and while design has moved forward, land acquisition has not, as the City has reached an impasse with the owner regarding the value of the land needed to expand the parking lot. Item 42 is related to an Austin Water Utility project for the Waters Park Relief Main. This project is time-sensitive insofar as the project cannot go to bid until this property has been acquired. Due to the length of the eminent domain timeline (which is largely due to state statutory requirements), Council approval any later than March 2015 would push construction bid past February 2016. It is staff's opinion that this project must move forward due to the undersized existing wastewater main. The project will add an additional wastewater main to increase capacity to the system which is currently at 80% full. This is necessary due to the continuing development activity in the Walnut Creek area.

19. Agenda Item # 41 - Approve a resolution authorizing the filing of eminent domain proceedings for the University Hills Branch Library Parking Lot


Expansion Project for approximately 22,147 square feet of land for a public parking lot, out of Lot 1A, The Bluffs of University Hills, Resubdivision of Lots 1 and 2, Block A, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume 84, Page 43D, Plat Records of Travis County, Texas, conveyed to SAFA Trading Establishment, Inc. by Special Warranty Deed recorded in Volume 12932, Page 1629 of the Real Property Records of Travis County, Texas, in the amount of \$155,000. The owner of the needed property interests is SAFA TRADING ESTABLISHMENT, INC. The property is located entirely in District 1, at 4601 Loyola Lane, in Austin, Travis County, Texas 78723. The general route covered by this project includes the University Hills Branch Library area, located on a portion of Loyola Lane, between Manor Road and Ed Bluestein Boulevard (United States Highway 183).


- a. QUESTION: Included with the RCA backup is a security incident report regarding issues with a traffic jam in the parking lot and children jaywalking across the street to the library. Why are students being dropped off at this intersection and is some of the traffic due to parents picking up their children? COUNCIL MEMBER TROXCLAIR'S OFFICE
- b. ANSWER: The bus referred to in the Incident Report was transporting children to afterschool programs offered at this library. Staff do not believe that the mass of vehicles in the parking lot were there to pick up students from this bus. Buses regularly transport children from schools and day care to a variety of afterschool programs provided at the University Hills branch, such as storytime, tutoring, and special events. Austin Public Library staff expect attendance for these programs to increase due to the new development at Colony Park, to which the University Hills branch is the closest library providing service.

20. Agenda Items # 46 - # 51

- a. QUESTION: Why are these zoning items on this agenda and not on the April 9th City Council Zoning agenda? COUNCIL MEMBER GALLO'S OFFICE
- b. ANSWER: Based on Council direction, zoning cases already scheduled will proceed as planned. The first "zoning" Council meeting will be on April 16th. Council cancelled the April 9th meeting due to a conflict with an open government symposium scheduled to occur throughout City Hall that day.

END OF REPORT - ATTACHMENTS TO FOLLOW

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

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CITY CODE CHAPTERS 9-2 (*NOISE AND AMPLIFIED SOUND*) AND 9-4 (*PROHIBITED ACTIVITIES*) RELATING TO AUDIBLE NOISES AND MUSIC AND SOLICITATION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. City Code Section 9-2-2 (*Applicability*) is amended to remove Subsection (B) to read as follows:

§ 9-2-2 APPLICABILITY.

~~[(A)]~~ This chapter does not apply to:

- (1) an employee of a governmental entity engaged in the employee's official duty;
- (2) an person at a stadium or ball-park during a sports event;
- (3) a person at an authorized parade or street event;
- (4) a person operating a bell for a religious activity;
- (5) a person operating an emergency vehicle; or
- (6) a person operating an audible warning device on a vehicle or train as required by state law.

~~[(B) This article does not apply to a person issued a permit that authorizes the use of sound equipment.]~~

PART 2. City Code Sections 9-2-3 (*General Restrictions*) is amended to read as follows:

§ 9-2-3 GENERAL RESTRICTIONS.

(A) A person may not:

- (1) use or permit the use of sound equipment that produces a sound at a business:
 - (a) in excess of 85 decibels between 10:00 a.m. and 2:00 a.m., as measured at the property line of the business; or

1 **(b) is plainly audible at the property line of the business between 2:00**
2 **a.m. and 10:00 a.m.[the decibel limits prescribed by this chapter];**

3 **(2) use or permit the use of sound equipment that produces a sound at a**
4 **residence:**

5 **(a) in excess of 75 decibels at the boundary line of the residence; or**

6 **(b) is plainly audible at the boundary line of the residence between**
7 **10:00 p.m. and 10:00 a.m.;**

8 **(3) make noise or play a musical instrument that is plainly audible from the**
9 **boundary line of the nearest [to an adjacent] business or residentially**
10 **occupied property: [residence]**

11 **(a) between 1:00 a.m. and 7:00 a.m. in the following areas:**

12 **(i) 600 to 900 blocks of Red River Street;**

13 **(ii) Sixth Street District;**

14 **(iii) Warehouse District; or**

15 **(b) between 10:30 p.m. and 7:00 a.m. in all other areas of the City;**

16 **(4) operate a machine that separates, gathers, grades, loads, or unloads sand,**
17 **rock, or gravel within 600 feet of a residence, church, hospital, hotel, or**
18 **motel between 7:00 p.m. and 6:00 a.m., except for the installation of**
19 **concrete as authorized under Section 9-2-21[45] (*Permit for Concrete***
20 ***Installation During Non-Peak Hour Periods*);**

21 **(5) use, authorize, or allow the use, of a vehicle, equipment, attachment, or**
22 **device associated with a vehicle, for cold hold, refrigeration, or freezing of**
23 **any consumable food or beverage product, including water in any form**
24 **such as consumer ice or ice used to refrigerate food or beverage, between**
25 **7:00 p.m. and 6:00 a.m. if noise or sound originating from the vehicle or**
26 **any associated equipment (such as an engine or generator, equipment,**
27 **attachment, trailer or device) is audible or causes vibration at a residence;**

28 **(6) operate sound equipment in a vehicle that is audible or causes[ing] a**
29 **vibration 30 feet from the equipment, except as authorized under Section**
30 **9-2-22 (*Permit for Sound Equipment on Vehicle*); or**

31 **(7) operate sound equipment in a watercraft that is audible or causes[ing] a**
32 **vibration 100 feet from the equipment.**

PART 3. City Code Section 9-2-4 (*Restriction on Decibel Level*) is repealed and replaced to read as follows:

§ 9-2-4 PERMIT REQUIRED.

A person may not use or permit the use of sound equipment to produce sound that is audible to the public without a permit required by this chapter.

PART 4. City Code Section 9-2-5 (*Restriction on Use of Sound Equipment in a Residential Area*) is repealed.

PART 5. City Code Section 9-4-13 (*Solicitation Prohibited*) is amended to amend Subsection (C) to read as follows:

§ 9-4-13 SOLICITATION PROHIBITED.

(C) A person commits an offense if the person solicits:

- (1) in an aggressive manner in a public area;
- (2) in a bus, at a bus station or stop, or at a facility operated by a transportation authority for passengers;
- (3) within 25 feet of:
 - (a) an automated teller facility;
 - (b) the entrance or exit of a bank; or
 - (c) the entrance or exit of a check cashing business; or
- (4) at a marked crosswalk;
- (5) on either side of the street on a block where a school attended by minors or childcare facility has an entrance or exit;
- (6) at a sidewalk café authorized under Chapter 14-4 (*Sidewalk Cafes*) or the patio area of a bar or restaurant; [Ø]
- (7) between 1:00 am and 7:00 am in the following areas:
 - (i) 600 to 900 blocks of Red River Street;
 - (ii) Sixth Street District as defined in Section 9-2-1
(Definitions); or

(iii) Warehouse District as defined in Section 9-2-1
(Definitions); or

(8) in the downtown business area described in Section 9-4-14 (*Sitting or Lying Down on Public Sidewalks in the Downtown Business Area Prohibited*) between 7:00 p.m. and 7:00 a.m.

PART 6. Six months after the effective date of this ordinance, the City Manager shall report to Council on any issues that result from this ordinance and that are related to blocked entrances and exits and abuses of amplified sound, and also any recommendations to address the issues.

PART 7. This ordinance takes effect on _____, 2015.

PASSED AND APPROVED

_____, 2015 §
 §
 § _____
Steve Adler
Mayor

APPROVED: _____
Karen M. Kennard
City Attorney

ATTEST: _____
Jannette S. Goodall
City Clerk



Council Question and Answer

Related To	Item # 10	Meeting Date	March 26, 2015
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Additional Answer Information

QUESTION (CM GALLO):

Does the City own any space of similar size that is currently available for use by the Book Sales Program?

ANSWER:

The only retail space owned by the City that is both currently available and of comparable size to Recycled Reads is stewarded by the Austin Convention Center Department (ACCD) in the parking garage at E. 4th Street and Red River. The available spaces at this location are 6,240 square feet and 3,580 square feet, and can be combined. ACCD and the Office of Real Estate Services (ORES) are reviewing proposals for the lease of this retail space to third parties for uses that support the general mission of ACCD and the vitality of the neighborhood immediately surrounding the Convention Center, including activity in the evenings, appeal to tourists, and an attractive destination easily accessible from across downtown. This retail space was not considered for use by Recycled Reads for the following reasons:

- Recycled Reads has built a recognizable and welcome presence in its current location on Burnet Road for seven years, and is associated with this particular location by its loyal customer base.
- A smaller Recycled Reads store will be located in the new Central Library on W. 2nd Street, which is one mile from the ACCD retail space. With multiple locations (North and Central) in addition to satellites in individual library branches, Recycled Reads can better reach and serve a wider portion of Austin's population. Moving the flagship Recycled Reads downtown will diminish that intended reach of service.
- The ACCD retail space is totally bare and the City would need to provide funding for tenant finish-out in the space before Recycled Reads could move in. As a rough estimate, this finish-out cost to the City could run as high as \$200,000.
- The market rental rate that the City is projected to receive for the ACCD retail space is higher than the rate paid for the Recycled Reads location on Burnet Road, so this would not be a cost-effective decision.

QUESTION (CM GALLO):

What is the justification for a renewal lease of 84-months (7 years)?

ANSWER:

The lease renewal is for seven years to secure the Recycled Reads Book Store lease space on Burnet Road at a long term favorable rate in a fast developing area of town in which rental rates are escalating.

QUESTION (CM GALLO):

Would it cost the city more or less if the lease was shorter? What if the lease was longer?

ANSWER:

Securing the space for seven years at current rates, given the rapidly inclining Austin market, is a less costly approach than subsequently renewing a shorter lease at rates expected to be higher. The seven year term was negotiated with the landlord and it is expected that the landlord would not readily agree to a longer term.

QUESTION (CM GALLO):

Please provide a detailed breakdown of the expense categories (lease, utilities, taxes, insurance, etc.) associated with maintaining this location. Are there any other expenses included in operating expenses other than taxes and insurance? What other expenses are associated with the Book Sales Program (example FTEs)?

ANSWER:

Please see Attachment A (FY 14 Financial Report).

QUESTION (CM GALLO):

How much revenue comes from the selling of these old books and materials? Does the revenue cover the cost of the program? Where does the funding go?

ANSWER:

The year-to-year revenue snapshot is provided below. As shown in Attachment A (FY 14 Financial Report), program revenue does not cover total program costs, but revenue does cover the costs of rent, utilities, and other expenses besides labor. Sales revenue from Recycled Reads is deposited into the Library's Special Revenue account.

Fiscal Year	Revenue	% Growth over PY
2013-14	{171,399.31}	11.20%
2012-13	{154,135.26}	1.87%
2011-12	{151,313.25}	0.23%
2010-11	{150,965.26}	16.19%
2009-10	{129,931.45}	49.68%
2008-09	{86,804.92}	

QUESTION (CM GALLO):

Why is the City Council reviewing this lease renewal only five days before the current lease ends?

ANSWER:

The lease negotiation process can be a variable and often lengthy process. A rent market survey and the negotiation of lease terms were completed in January, with a Request for Council Action launched in February. Due to City staff's efforts to delay non-urgent items from Council review until after the "deep dive" policy workshop process, this lease renewal was scheduled to be taken to Council in late March.

QUESTION (CM GALLO):

What happens if this lease is not renewed and what costs would the city incur?

ANSWER:

Should the City remain on the leased premises after the lease expiration, the lease is deemed to be extended on a day to day basis for the period of possession, with the parties subject to all covenants and obligations of the lease. Monthly rent during this holdover period shall be prorated on a daily basis. The lease does not establish any additional fee charged to the City for this holdover period beyond the prorated rent. However, the lease could be terminated by the landlord at will, or demand a higher rent rate, and the City would incur all costs associated with vacating the property upon lease termination.

**Austin Recycled Reads
Comprehensive Financial Results of Operations
For the Year ended September 30, 2014
Fiscal Year 2013-14**

Operations	General Fund	Special Revenue	Total of All Funds
Revenue:			
Gross Sales	-	171,399.31	171,399.31
Total Revenue from Operations	-	171,399.31	171,399.31
Expenses:			
Cost of Goods Sold	-	-	-
Labor	229,924.49	5,012.14	234,936.63
Rent	67,233.00	67,233.00	134,466.00
Utilities	11,113.80	-	11,113.80
Advertising	-	6,275.00	6,275.00
Postage	-	2,320.74	2,320.74
Office Supplies	-	1,989.52	1,989.52
Fees	-	180.00	180.00
Mileage	109.84	-	109.84
Expense Refunds ¹	-	(57,685.25)	(57,685.25)
Total Expenses from Operations	308,381.13	25,325.15	333,706.28
Net Increase (Decrease) from Operations	(308,381.13)	146,074.16	(162,306.97)

Footnotes:

¹Expense Refunds are from Austin Resource Recovery for materials diversion (a.k.a. Tonnage) of obsolete Library material as well as books and materials donated from the public. Austin Resource Recovery has an annual financial commitment to pay Austin Recycled Reads \$250 per ton of material diverted through recycling and reuse. Background and Purpose: In addition to giving books a second chance, Austin Recycle Reads is an active participant in the City's Zero Waste Plan by ensuring obsolete materials are handled in an environmentally responsible way by keeping these materials out of landfills. In this way, the Library contributes to a socially responsible cause by ensuring that knowledge and learning is passed along to others in need. Books that are unusable as reading material are responsibly recycled for reuse.

CORRECTED THIRD AMENDMENT TO LEASE

THIS CORRECTED THIRD AMENDMENT TO LEASE (this "Amendment") is made this 17th day of OCTOBER, 2012 (the "Effective Date") between the CITY OF AUSTIN, a Texas home-rule city and municipal corporation (the "Lessee"), and PAJO PROPERTIES LTD., a Texas limited partnership ("Lessor").

RECITALS

WHEREAS, Lessee and Lessor are parties to that certain Lease Agreement dated March 15, 2008, as amended by that certain First Amendment of Lease Agreement dated October 24, 2008 and that certain Second Amendment of Lease Agreement dated April 17, 2012 and that certain Third Amendment of Lease Agreement dated August 20, 2012 (as amended, the "Lease") under which Lessee leases from Lessor the real property and improvements located at 5335 Burnet Road, Austin, Texas (the "Property");

WHEREAS, Lessee and Lessor desire to make certain modifications to the Lease as provided in this Amendment; and

WHEREAS, the Third Amendment to Lease, dated effective August 20, 2012, contained an error and the Lessee and Lessor intend to rescind and replace the Third Amendment to Lease with this Corrected Third Amendment to Lease.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements of Lessee and Lessor set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment will have the meanings ascribed to them in the Lease.

2. Lease Term. 24 months (the "Extended Term").

3. Monthly Rent. As follows:

	Annual Rate/SF	Monthly Rent
Months 1-24	\$14.02	\$8,966.96

4. Ratification of Lease; Conflict. The Lease, as modified by this Amendment, is hereby ratified and confirmed and is in full force and effect. If a conflict arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment will control.

04/23
JR

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together will constitute one and the same document. The delivery of counterpart signatures to this Amendment by facsimile transmission or electronic mail will have the same force and effect as the delivery of a signed original hard copy.

6. Corrected Third Amendment to Lease. This Corrected Third Amendment to Lease is intended to rescind and replace that Third Amendment to Lease, and such Third Amendment to Lease is hereby rescinded and replaced and is of no further force and effect.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Amendment to be effective on the Effective Date.

LESSEE:

CITY OF AUSTIN, a Texas home-rule city and municipal corporation

By: Lauraine Rizer
Lauraine Rizer, Officer
Office of Real Estate Services

LESSOR:

PAJO PROPERTIES LTD., a Texas limited partnership

By: PS Brougher, L.L.C., a Texas limited liability company, its general partner

By: David Brougher
David Brougher, Member

APPROVED AS TO FORM:

Susan Groce
Susan Groce, Assistant City Attorney

Date Approved
By Council 8/16/2012

Item Number 22

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THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "*Amendment*") is made this 20th day of August, 2012 (the "*Effective Date*") between the CITY OF AUSTIN, a Texas home-rule city and municipal corporation (the "*Lessee*"), and PAJO PROPERTIES LTD., a Texas limited partnership ("*Lessor*").

RECITALS

WHEREAS, Lessee and Lessor are parties to that certain Lease Agreement dated March 15, 2008, as amended by that certain First Amendment of Lease Agreement dated October 24, 2008 and that certain Second Amendment of Lease Agreement dated April 17, 2012 (as amended, the "*Lease*") under which Lessee leases from Lessor the real property and improvements located at 5335 Burnet Road, Austin, Texas (the "*Property*"); and

WHEREAS, Lessee and Lessor desire to make certain modifications to the Lease as provided in this Amendment;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements of Lessee and Lessor set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment will have the meanings ascribed to them in the Lease.

2. Lease Term. 24 months (the "*Extended Term*").

3. Monthly Rent. As follows:

	Annual <u>Rate/SF</u>	Monthly <u>Rent</u>
Months 1-24	\$14.02	\$8,007.58

4. Ratification of Lease; Conflict. The Lease, as modified by this Amendment, is hereby ratified and confirmed and is in full force and effect. If a conflict arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment will control.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together will constitute one and the same document. The delivery of counterpart signatures to this

JWS
JR

Amendment by facsimile transmission or electronic mail will have the same force and effect as the delivery of a signed original hard copy.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Amendment to be effective on the Effective Date.

LESSEE:

CITY OF AUSTIN, a Texas home-rule city and municipal corporation

By: Lauraine Rizer
Lauraine Rizer, Officer
Office of Real Estate Services

LESSOR:

PAJO PROPERTIES LTD., a Texas limited partnership

By: PS Brougher, L.L.C., a Texas limited liability company, its general partner

By: David Brougher 8/20/12
David Brougher, Member

APPROVED AS TO FORM:

Susan Groce 8-14-2012
Susan Groce, Assistant City Attorney

Date Approved
By Council 8/16/2012

Item Number 22

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SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "*Amendment*") is made this 17th day of APRIL, 2012 (the "*Effective Date*") between the CITY OF AUSTIN, a Texas home-rule city and municipal corporation (the "*Lessee*"), and PAJO PROPERTIES LTD., a Texas limited partnership ("*Lessor*").

RECITALS

WHEREAS, Lessee and Lessor are parties to that certain Lease Agreement dated March 15, 2008, as amended by that certain First Amendment of Lease Agreement dated October 24, 2008 (as amended, the "*Lease*") under which Lessee leases from Lessor the real property and improvements located at 5335 Burnet Road, Austin, Texas (the "*Property*"); and

WHEREAS, Lessee and Lessor desire to make certain modifications to the Lease as provided in this Amendment;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements of Lessee and Lessor set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment will have the meanings ascribed to them in the Lease.
2. Solicitation and Business. Article 19.1 of the Lease is hereby deleted in its entirety and replaced with the following text:

"19.1 Lessee may place a sign on the façade of the Leased Premises advertising the Austin Public Library's Recycled Reads program during the Lease Term. Additionally, Lessee, at Lessee's expense, may remove the existing sign pole depicted on Exhibit "D" and replace it with a new pole constructed and installed substantially in accordance with the plans and specifications attached as Exhibit "E" and located in approximately the same location as the existing pole. Lessee may also install and maintain on such pole a sign advertising the Austin Public Library's Recycled Reads program. Lessee shall have the right to remove the sign on the façade of the Leased Premises, or the sign on the sign pole at Lease expiration, or at any time with 90 days advance written notice to Lessor. Except as otherwise provided in this Article 19.1, Lessee, its employees,

DWS

officers, agents, licensees, and invitees will not advertise in or on the Property.”

3. Exhibit “D”. The photograph attached to this Amendment as Exhibit “D” depicts the existing sign pole located on the Property. The Lease is hereby amended to incorporate the photograph as Exhibit D to the Lease.

4. Exhibit “E”. The plans and specifications attached to this Amendment as Exhibit “E” depict the new sign pole to be located on the Property at the approximate location as the existing pole shown in Exhibit “D”. The Lease is hereby amended to incorporate the plans and specifications as Exhibit “E” to the Lease.

5. Ratification of Lease; Conflict. The Lease, as modified by this Amendment, is hereby ratified and confirmed and is in full force and effect. If a conflict arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment will control.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together will constitute one and the same document. The delivery of counterpart signatures to this Amendment by facsimile transmission or electronic mail will have the same force and effect as the delivery of a signed original hard copy.

[The signature page follows.]

043

IN WITNESS WHEREOF, Lessee and Lessor have executed this Amendment to be effective on the Effective Date.

LESSEE:

CITY OF AUSTIN, a Texas home-rule city and municipal corporation

By: Lauraine Rizer
Lauraine Rizer, Officer
Office of Real Estate Services

LESSOR:

PAJO PROPERTIES LTD., a Texas limited partnership

By: PS Brougher, L.L.C., a Texas limited liability company, its general partner

By: David Brougher
David Brougher, Member

APPROVED AS TO FORM:

Judd L. Leach
Judd L. Leach, Assistant City Attorney

Date: 04-16-2012

Date Approved

By Council N/A - Admin. Authority

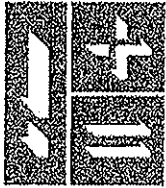
Item Number _____

OWS

EXHIBIT "D"



DWS



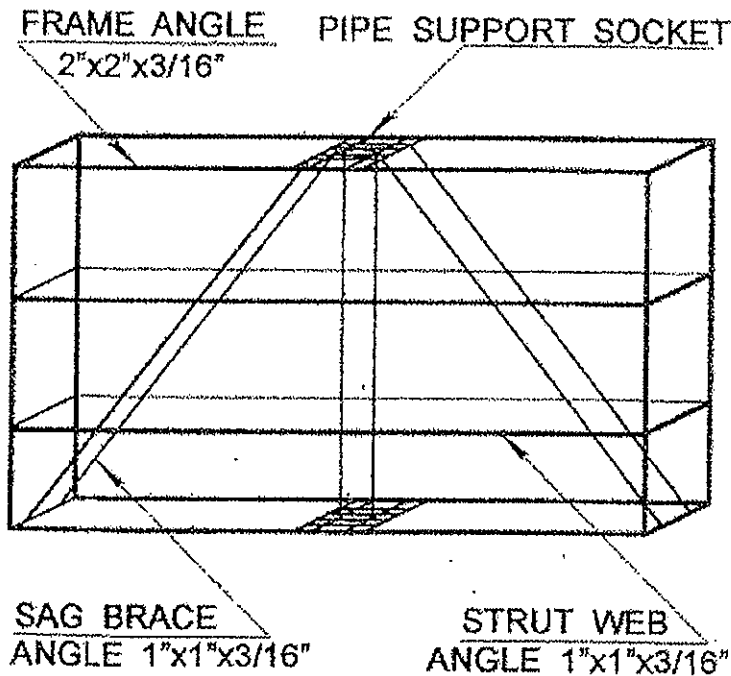
SIGN
Ideas
RESOURCE
+ Resources
MANAGEMENT
= Solutions

CITY OF AUSTIN
RECYCLED READS
POLE SIGN DETAIL

8-2-11

EXHIBIT "E"

page 1 of 2



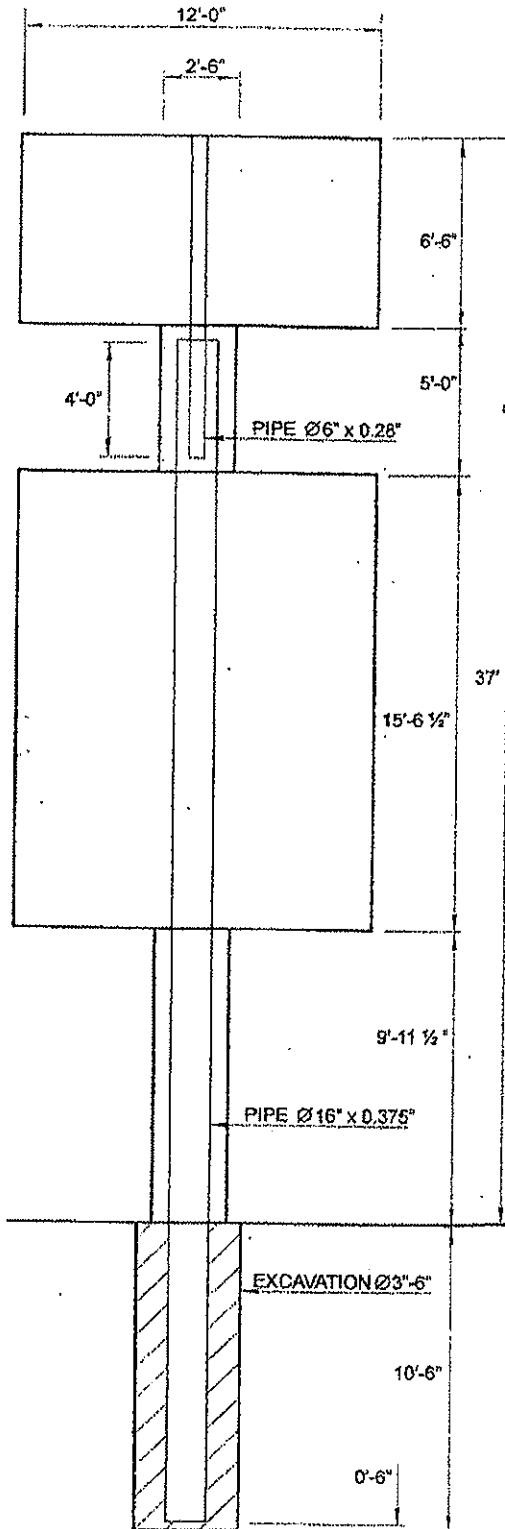
MOUNTING POLE FOR 72" x 42" x 12" is typically 6" diameter.
CURRENT POLE IS APPROXIMATELY 13-1/4" diameter, based on the 41.5" circumference;
cabinet would need to be a minimum of about 20" in depth for this pole to be usable.
APPROXIMATE WEIGHT is 300-350 lbs.
WIND LOAD depends in part on the foundation depth/structure and pole size.

Sign Resource Management, Inc.
3613 Williams Drive, Suite 802
Georgetown, TX 78628

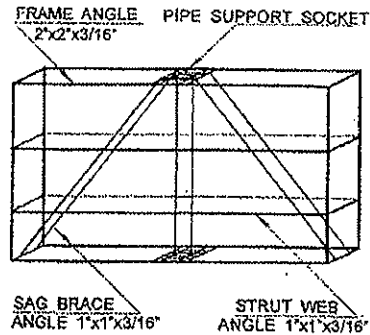
Phone: 512-863-9929
Fax: 512-863-9939
Web: www.signresourcemanagement.com

DNS

EXHIBIT "E" page 2 of 2





CABINET CONSTRUCTION DETAILS



NOTES:

- STEEL: PIPE ASTM A53 GRADE B OR EQUIVALENT
ROLLED STEEL FOR PLATE, ANGLE ASTM A36
BOLTS FOR BEARING TYPE OF CONNECTIONS ASTM A325
MACHINE BOLTS ASTM A307
- CONCRETE: ACI 318-08
MINIMUM COMPRESSIVE STRENGTH 3000 PSI
RUPTURE MODULUS 300 PSI
- SOIL: LATERAL SOIL BEARING VALUE 150 PSF/FT
- LOADS: WIND LEEWARD PRESSURE 32 PSF (SPEED 95 MPH)
WIND STAGNATION PRESSURE 23 PSF
EXPOSURE C
AXIAL COMPRESSION FORCE 6901 LB
- STRESSES: YIELD STRESS 35000 PSI
TORSION DUE TO ECCENTRICITY 0 PSI
ALLOWABLE SHEAR STRESS 1400 PSI
TOTAL DIRECT SHEAR 470 PSI, SATISFACTORY
BENDING 27250 PSI
ALLOWABLE COMPRESSION 4005 PSI
ACTUAL COMPRESSION 430 PSI, SATISFACTORY
COMBINED STRESS RATIO 0.89 < 1, SATISFACTORY
- FOUNDATION: $1.87 \times \left[1 + \sqrt{1 + \frac{6.51 \times 1200 \times 16.23}{7459}} \right] = 10.2 \text{ FT}$
APPLY: EXCAVATION WIDTH 3 FT 8 IN; DEPTH 10 FT 6 IN
- POLES: BASE LEVEL: SECTION MODULUS REQUIRED 55 IN³
ESTIMATION: NOMINAL D16" OUTSIDE D16" WALL 0.375"
SLENDERNESS RATIO 183 < 200, SATISFACTORY
UPPER LEVEL: SECTION MODULUS REQUIRED 8 IN³
ESTIMATION: NOMINAL D6" OUTSIDE D6.625" WALL 0.28"
SLENDERNESS RATIO 104 < 200, SATISFACTORY

20 25 04/07/2011

	AUTECOR ENGINEERING TX REGISTRATION F-10807 MCALLEN, TX 78504 P: (956) 687-7389 F: (956) 687-7380	DESIGNED FOR:	COMET SIGNS CO. 295 WEST TURBO SAN ANTONIO, TX 78216 P: (210) 341-7244 F: (210) 341-7279
INSEPARABLE ASSEMBLY OUTLINE DRAWING		TITLE: HER # 27	
POLE SIGN, TWO CABINETS, ILLUMINATED		LOCATION: MARBACH & LOOP 410, SAN ANTONIO	
MEASUREMENTS: CUSTOMARY SYSTEM, FT-IN		NON-DESTRUCTIVE TESTING: NOT REQUIRED	
PROJECTION: 	TOLERANCES: XX ±0.25 X ±0.5 Z ±1"	CODE: IBC 2009 / ICC STANDARD: ASCE / SEI-7	
ORTOGRAPHIC		SPECIFICATIONS: ANSI / ASTM	
PAGE 1 OF 1			

OWS

FIRST AMENDMENT OF LEASE AGREEMENT

This First Amendment of Lease Agreement ("First Amendment") is entered into as of this 24 day of October, 2008, by and between the City of Austin ("Lessee") and Pajo Properties Ltd., a Texas limited partnership, ("Lessor") for the purposes and considerations hereinafter described:

WITNESSETH:

WHEREAS, Lessee and Lessor entered into that certain Lease Agreement dated March 15, 2008 (the Original "Lease"); and

WHEREAS, Lessee and Lessor desire to make certain amendments to the Original Lease regarding the payment of Tenant Improvement Allowance (as defined in the Original Lease);

AGREEMENTS:

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Original Lease as follows:

1. Defined Terms. Unless defined differently in this First Amendment, all capitalized terms used in this First Amendment shall have the same meaning ascribed to it under the Original Lease.
2. Tenant Improvement Allowance. The second sentence of the second section in Item 12 (Special Provisions) of the Original Lease is deleted and replaced with the following sentences:

For each additional \$1.00 per square foot of Tenant Improvement Allowance (up to a maximum amount of \$16.91 per square foot), the Monthly Rent shall be increased by \$.24 per square foot per year, which is based on an amortization of 8% APR. If Tenant does not increase the Tenant Improvement Allowance in \$1.00 increments (causing a \$.24 per square foot per year increase in Monthly Rent), the Monthly Rent shall be increased on the same pro rata basis as the Tenant Improvement Allowance was increased. Within 30 days of Substantial Completion, Lessor and Lessee shall execute an amendment documenting the increased Monthly Rent that includes the amortized amount of the additional Tenant Improvement Allowance.
3. Ratification. All other terms and conditions of the Lease by and between the Lessee and Lessor shall remain as provided thereunder except to the extent modified in this First Amendment of Lease.
4. Authority; Future Amendments. The undersigned representatives of the Lessor and Lessee have full authority to enter into this Lease without the joinder of any other party, and have obtained any and all requisite consents prior to its execution. The "Lease" shall hereby mean the Original Lease as amended by this First Amendment. The Lease can only be further modified or varied by written instrument executed by all parties hereto.
5. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall have the force and effect of an original, on the date and year first set forth above. Facsimile signatures shall have the same force and effect as original signatures.


OWS

SIGNATURE PAGE TO FIRST AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN
PAJO PROPERTIES LTD., AS LESSOR, AND THE CITY OF AUSTIN, AS LESSEE

LESSOR:


Pajo Properties Ltd.,
a Texas limited partnership

By: PS Brougher, L.L.C.
A Texas Limited Liability Company
Its General Partner

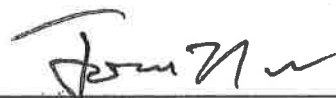
By: 
David Brougher,
Member


LESSEE:

City of Austin,
a home rule corporation

By: 
Lauraine Rizer, Manager
Real Estate Services Division,
Office of Contract and Land Management

APPROVED AS TO FORM:


Thomas Nuckols
Assistant City Attorney

Date Approved _____
By Council N/A Admin. Authority 

Item Number _____

0005

LEASE AGREEMENT

1. This Lease agreement ("Lease") is made and entered by and between:

Lessor: Pajo Properties Ltd., Texas limited partnership ("Lessor")
Mailing Address: 700 Young Ranch Road
Georgetown, Texas 78628

Lessee: City of Austin (the "City" or "Lessee")

Mailing Address: Department of Public Works
Real Estate Services Division
P.O. Box 1088
Austin, Texas 78767-8839

2. **Property Name:**

Property Address: 5335 Burnet Road
Austin, Texas 78757 (the "Property")

3. **Leased Premises:** 5335 Burnet Road, being 7,675 rentable square feet (the "Leased Premises").

4. **Monthly Rent:** subject to Item 12 below, per month for the Lease Term (the "Monthly Rent") as follows.

	Annual Rate/SF	Monthly Cost
Year 1	\$12.52	\$8,007.58
Year 2	\$12.52	\$8,007.58
Year 3	\$13.02	\$8,327.38
Year 4	\$13.02	\$8,327.37
Year 5	\$13.52	\$8,647.17

Prepaid Rent: Lessee shall tender within twenty-one (21) days after lease execution a check equal to the first month's total rental payment as Prepaid Rent.

If the Commencement Date does not fall on the first day of the month, then beginning on the Commencement Date and ending on the last day of that same month, the Monthly Rent will be prorated on a daily basis for that period.

5. **Lessee Operating Expenses:** this item intentionally left blank

6. **Lessor Operating Expenses:** this item intentionally left blank

7. Commencement Date: March 15, 2008.

8. Lease Term: 60 months (the "Lease Term"). If the Commencement Date is not on the first day of the month, the Lease Term is deemed to begin on the first day of the month that follows the Commencement Date and continuing for 60 months.

The "Lease Term", as used in this Lease, shall be deemed to include any Lease term extensions and renewals.

9. Expiration Date: Upon the last day of the 60th month of the Lease Term.

10. Parking: Unreserved use of spaces on the premises at no additional charge.

11. Extension Option: this line intentionally left blank

12. Special Provisions: Lessor shall provide Lessee with an allowance of up to a total of \$13.00 per square foot toward the actual cost of remodeling the Leased Premises upon completion and acceptance of the Finish Out (see Rental Adjustment below). Lessor would be separately responsible for any structural repairs required in order to complete the Finish Out (defined below).

The above quoted Annual Rate Per Square Foot includes a "Tenant Improvement Allowance" of \$8.00 per square foot. For each additional \$1.00 per square foot of Tenant Improvement Allowance (up to \$13.00 per square foot), the Monthly Rent rate shall be increased by \$0.24 per square foot per year, which is based on amortization of 8% APR.

Turn-key construction of Finish Out will be handled by Lessor at cost plus a fee of 5% of cost payable to Yancey-Hausman Interest for construction management services.

13. City Operating Budget. In the event that Lease Funding is not appropriated, budgeted, and approved by the Austin City Council in the City Operating Budget, this Lease shall terminate automatically on the last day of the fiscal year for which sufficient funds were budgeted and appropriated. The parties stipulate that Lease termination due to non-appropriation of funds in the City operating budget shall not constitute an act of Lessee default under this Lease. For the purposes of this Article, Lessor and Lessee agree that should Lessee terminate this Lease during the Lease Term, Lessee shall reimburse Lessor for the unamortized cost of the tenant finishout and transaction costs on a straight-line basis.

ARTICLE 1. Leased Premises

1.1 In consideration of Lessee's covenant to pay rent, and in consideration of Lessee's and Lessor's Lease obligations and covenants, Lessor hereby leases, demises, and lets to Lessee, and Lessee does hereby lease and take from Lessor the Leased Premises. The Leased Premises and Property are leased subject to all liens, covenants, easements, agreements, and restrictions of record. The Leased Premises Plan, marked Exhibit "A", is attached and incorporated for all purposes.

ARTICLE 2. Lease Term

2.1 This Lease shall commence on the Commencement Date, and shall terminate on the Expiration Date, at midnight, unless sooner terminated as provided in the Lease.

ARTICLE 3. Monthly Rent

3.1 Subject to Article 3.4 below, Lessee agrees to pay Lessor the Monthly Rent, without any offset, abatement, or deduction, unless otherwise specifically provided in this Lease, at Lessor's current Mailing Address, on the first day of each calendar month, in advance without demand.

3.2 If Lessee fails to timely pay the Monthly Rent, Lessee shall pay a late charge of 5% of Monthly Rent not paid ("Late Charge") within ten (10) calendar days after said Monthly Rent is due and payable.

3.3 Lessor acknowledges that, due to the City of Austin budgeting process, Monthly Rent payments to Lessor for the month of October shall be made not later than the 25th of each October without penalty or Late Charge. Lessor agrees to provide federal tax identification number(s), property ownership, and other property information required by Lessee in order to process payments to Lessor and vendors.

3.4 Lessor and Lessee agree that Lessee's obligation to pay Monthly Rent shall commence on the Commencement Date; provided, however, the Monthly Rent shall be abated for the period commencing on the date of Lessor's receipt of a building permit from the City of Austin that enables Lessor to begin construction of the Finish Out (defined below) and continuing until Substantial Completion.

ARTICLE 4. Security Deposit

4.1 No security deposit shall be required of Lessee.

ARTICLE 5. Use of the Leased Premises

5.1 Lessee shall use and occupy the Leased Premises for book sales, office and administrative use and for no other purpose, without the prior written consent of Lessor.

5.2 Lessee shall use and occupy the Leased Premises only for those purposes authorized by this Lease. Lessee shall obtain Lessor's written consent before making any major alterations or physical additions in the Leased Premises. No structural changes to the Leased Premises shall be made by Lessee without Lessor's prior written consent. Lessor consent under this paragraph shall not be unreasonably withheld.

5.3 Any equipment owned by Lessee, whether installed by Lessee or Lessor, shall remain the property of Lessee, including, but not limited to: removable trade fixtures; special equipment located in mechanical rooms, or on the roof, or in areas other than the Leased Premises; Lessee's telephone or communications systems and equipment, including wiring and cabling; additional air conditioning equipment installed by Lessee; antennas; wiring; movable partitions; and other computer and communication equipment.

5.4 Lessee shall be installing certain items described on Exhibit "B" of this Lease (the "Fixtures") in the Leased Premises. These Fixtures shall become property of Lessor upon installation and shall be surrendered to Lessor upon the expiration or earlier termination of this Lease in good condition, normal wear and tear excepted. However, Lessee agrees to remove the Fixtures designated in written notice from Lessor. Lessee shall remove the designated Fixtures prior to the expiration of the Lease, at Lessee's sole cost and expense, and repair any damage caused to the Leased Premises by removal of the fixtures.

5.5 Lessee shall not use, occupy, or permit the use or occupancy of the Leased Premises for any purpose that is: (a) forbidden by law, statute, ordinance, governmental or municipal regulation or order, (b) dangerous to life, limb, or property, (c) commission of waste; (d) a public or private nuisance; or (e) an action or omission that would increase the fire and extended coverage insurance rates on the Leased Premises or Property.

ARTICLE 6. Condition of Premises; Repairs; Finish Out

6.1 Lessor Duties. Lessor shall keep the foundation; roof; exterior walls; building systems and components, plumbing and electrical systems; building envelope of the Property and Leased Premises in good repair; including treatment for any wood-infesting insects ("Repairs"). Repairs made by Lessor shall be completed in a good, workmanlike, and timely manner. In accordance with Article 6.2 set forth below, Lessee shall be responsible for maintaining the HVAC system in good working order, but Lessor shall pay the excess cost of any repair to the HVAC system over \$750.00 per incident or occurrence.

6.2 Lessee Duties. Lessee shall keep the Leased Premises in good repair and tenantable condition, and shall promptly notify Lessor of any damage to the Leased Premises. Lessee shall maintain the HVAC system and keep it in good working order. Provided, however, if Lessee enters into a maintenance agreement for the HVAC or otherwise performs and documents HVAC maintenance with City of Austin employees, sufficiently qualified to perform such maintenance, in Lessor's sole opinion, Lessee's liability for the cost of any HVAC repair or replacement shall not exceed \$750.00 per incident or occurrence. In the event such repairs or replacements are necessary, Lessee agrees to obtain and provide to Lessor a minimum of two (2) bids for Lessor's determination of the entity to perform the work.

6.3 No Duty to Repair. Lessor shall not be required to repair damage caused by the negligent actions of Lessee, its agents, employees, subtenants, invitees, and licensees.

6.4 Lessor Repairs. Lessee shall give Lessor notice in writing of the need for Repairs. If completion of the Repairs requires more than 5 (five) days, Lessor shall have a reasonable time to complete the Repairs. If Lessor fails to commence the Repairs within three (3) days after receipt of notice, Lessee may make the needed Repairs. Lessor will promptly reimburse Lessee for the cost of Repairs and for damages to Lessee's property incurred as a result of Lessor's failure to timely repair.

6.5 This line is intentionally left blank.

6.6 Lessee Requested Work within Scope of Lease. All work and materials required to be provided by Lessor under this Lease, including Finish Out, as defined in paragraph 6.13 below, labor and materials for physical alterations, physical additions, improvements and installation of fixtures to the Property and Leased Premises, and all attendant expenditures, services, labor, and purchases, are NOT subject to the City Purchasing Guidelines.

After completion of work under this paragraph 6.6, Lessor shall notify Lessee of completion, and submit its invoice for the work to Lessee. It is understood and agreed that Lessor shall directly pay its contractors, subcontractors, materialmen and/or vendors for the work. Lessor shall be reimbursed the agreed cost of the work within thirty (30) calendar days of Lessee's receipt of Lessor's invoice.

6.7 Utilities. Lessee shall make all arrangements for and shall pay, prior to delinquency, (i) all charges for all utilities and all other services furnished to or used by Lessee in connection with the Leased Premises and (ii) all other expenses of operating Lessee's business from the Leased Premises. Lessor shall not be required to render any service of any kind to Lessee. Lessor is not responsible for any service interruptions caused by repairs, renewal, improvements, changes of service, alterations, strikes, lockouts, labor controversies, accidents, or other causes beyond Lessor's control. No such interruption shall be deemed an eviction or disturbance of Lessee's use and possession of the Leased Premises, or a breach by Lessor of its obligations or render Lessor liable for damages, by abatement of rent or otherwise, or relieve Lessee from any obligation under this Lease. Lessor shall exercise reasonable due diligence to restore such interrupted service.

6.8 Force Majeure. Performance by Lessor and Lessee of Lease obligations will be excused for delays due to strikes; lockouts; labor controversies; inability to procure labor or materials or reasonable substitutes for them; or other causes beyond Lessor's and Lessee's reasonable control ("Delayed Performance"). Reasonable control shall specifically exclude delays due to changes in economic or market conditions; financial or internal problems of a party; or problems that can be satisfied by the payment of money.

As a condition to the right to claim Delayed Performance, the delayed party will notify the other in writing of the Delayed Performance, and provide weekly updates as to the nature and status of its efforts to end Delayed Performance. Performance may be delayed for so long as the delayed party uses due diligence to resume performance and reduce the delay.

No Delayed Performance shall be deemed an eviction or disturbance of Lessee's use and possession, or a breach by Lessor or Lessee of its respective Lease obligations, render Lessor or Lessee liable for damages, or relieve either party from any obligation under this Lease.

6.9 This area intentionally left blank.

6.10 Keys. Lessor shall furnish to Lessee, free of charge, keys and other access devices as may be required for Lessee to access the Property and occupy the Leased Premises. Lessor acknowledges that Lessee must restrict access to certain areas of the Leased Premises for security reasons, and shall allow Lessee to install additional locks and security systems as it deems necessary to properly secure the Leased Premises, so long as Lessor is provided with 24-hour, up to date, emergency contact phone numbers.

6.11 Entry. Lessor, its employees, contractors, agents and representatives, shall have the right to enter the Leased Premises at all reasonable hours to inspect; clean; and make repairs, alterations, and additions to the Leased Premises. Lessor acknowledges that Lessee, for security reasons, must restrict access to certain areas of the Leased Premises. Lessor agrees not to enter or demand access to restricted areas except in cases of emergency.

6.12 Noninterference. All work performed by Lessor shall be diligently performed and conducted so as to minimize any interference with Lessee's normal business operations.

6.13 Finish Out. Lessor agrees that it will use diligent efforts to complete the work agreed upon by Lessor and Lessee and described on Exhibit "C" ("Finish Out") in a timely, good and workmanlike manner and in accordance with the Lessor-approved plans. The Finish Out will be paid for with the Tenant Improvement Allowance. Lessor and Lessee stipulate and agree that the Finish Out is a Lessor obligation under the Lease, and shall be governed by paragraph 6.6 and Item 12 of the basic Lease provisions set forth above. Lessee shall be responsible for the excess cost of any Finish Out that is above the Tenant Improvement Allowance. "Substantial Completion" of the Finish Out shall be defined as the date upon which Lessor's architect, general contractor, or consultant managing the Finish Out furnishes Lessor and Lessee with a certificate stating that the Finish Out has been substantially completed, except for such items that constitute minor defects or adjustments which can be completed after occupancy without causing any material interference with Lessee's use of the Leased Premises.

6.14 Additional Rent. Lessor shall keep the Common Areas of the shopping center on the Property ("Shopping Center") in a clean and neat condition. In addition to Monthly Rent, Lessee shall pay Additional Rent hereunder. "Additional Rent" means a monthly amount calculated by multiplying Lessee's Share (defined below) by the aggregate of (i) the Taxes (defined below), (ii) any insurance maintained by Lessor under this Lease, and (iii) the annual Common Areas Cost (defined below), and dividing the amount so determined by twelve (12). The term "Common Areas Cost" means the cost of operating and maintaining the Common Areas, improvements within the Shopping Center which benefit generally the tenants of the Shopping Center (e.g., roofs, floors and structural elements of the building), and any improvements or easements benefiting the Shopping Center (regardless of whether

located thereon), and includes, but is not limited to, the cost incurred by Lessor, in Lessor's discretion, for water; electricity; gardening; landscaping (including plant replacement); repair and maintenance (including paving, utility services, line painting, lighting, sanitary control, cleaning, drainage, exterior painting of the building, graffiti removal, repair and maintenance of the multi-tenant pylon sign, and roof maintenance and repair); sewer; trash removal from the Common Areas; depreciation on machinery and equipment used in connection with the maintenance of the Common Areas; personnel to implement such services, to direct parking, and if Lessor elects, to police the Common Areas; the cost of capital improvements to the Common Areas if the capital improvements are required or recommended by federal, state or local law, ordinance, statute, rule or regulation (but such improvements will be amortized upon a reasonable basis selected by Lessor); directional signs and markers; janitorial services; repairs to lighting fixtures and equipment; legal services attributable to the operations of the Shopping Center; outside professional services such as security, direction of parking, landscaping or pest treatment; and an administrative charge or a management fee to cover Lessor's cost of managing the Shopping Center. Monthly payments of the Additional Rent will be based upon Lessor's estimate of the annual Taxes, insurance and Common Areas Cost for the year in question and shall be adjusted from time to time, based upon Lessor's most current estimate of such items. Any adjustment in the monthly amount paid hereunder shall take effect on the first day of the month after the month in which Lessor notifies Lessee of any adjustment. Amounts paid on the basis of the estimated Taxes, insurance and Common Areas Cost will be adjusted when the actual amount of such items is available. For any partial calendar year during the Lease Term, Lessee's Additional Rent for such year shall be calculated by multiplying the actual Taxes, insurance and Common Areas Cost incurred for such year by a fraction, the denominator of which is 365 and the numerator of which is the number of days during that year which fall within the Term. Lessor shall not pay interest on Lessee's Additional Rent account, nor shall Lessor be required to keep the funds in such account separate from Lessor's general funds.

ARTICLE 7. Quiet Possession

7.1 Lessor agrees that Lessee shall peaceably and quietly hold, possess, and enjoy the Leased Premises for the Lease Term.

ARTICLE 8. Control of Common Areas and Parking Facilities

8.1 During the Lease Term, all parking areas, driveways, entrances and exits, truck ways, loading areas, pedestrian walkways and ramps, landscaped areas, stairways, other areas and improvements (the "Common Areas") shall be at all times subject to the exclusive control of Lessor.

8.2 Lessor warrants that Lessee, its employees, agents, invitees and permittees shall, during the Lease Term, have unrestricted access to the Common Areas appurtenant to the Property and Leased Premises; provided, however, Lessor may temporarily close access for any type of maintenance or repairs to be performed to the Property or Common Areas.

ARTICLE 9. Insurance Requirements

9.1 General Requirements. Lessor shall carry insurance in the types and amounts as set forth in this Article 9 for the Lease Term. Prior to execution of this Lease, Lessor shall obtain the required insurance and provide Lessee a Certificate of Insurance as proof of coverage. If the forms of policies, endorsements, certificates, or evidence of insurance required by this Article are superseded or discontinued, Lessee will have the right to require other equivalent or better forms.

If the insurance coverage period ends during the Lease Term, Lessor must forward a new Certificate of Insurance to Lessee as verification of continuing coverage for the Lease Term, thirty (30) days prior to the end of the coverage period. No policy will be cancelled, non-renewed, or materially modified without thirty (30) days advance written notice by Lessor and insurance company to Lessee

Approval of insurance by the Lessee shall not be construed to be a limitation of liability on the part of the Lessor. Insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policy is issued and shall be written by companies with an A.M. Best rating of B+VII or better. All endorsements naming the Lessee as additional insured, notices of cancellation, waivers of subrogation, and the Certificate of Insurance shall indicate Lessee as follows:

City of Austin
Real Estate Services
Attention: Property Management
505 Barton Springs Road, Suite 1350
Austin, Texas 78704

The "other" insurance clause shall not apply to the Lessee where the Lessee is an additional insured on any policy. It is intended that policies required in this Lease, covering both the Lessee and Lessor, shall be considered primary coverage as applicable. If insurance policies are not written for amounts specified in this Article, Lessor shall carry Umbrella or Excess Liability Insurance to meet Lease requirements. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

Lessee shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements. Lessee may make any reasonable requests for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulations. Lessee reserves the right to review the insurance requirements during the Lease Term, and to make reasonable adjustments, in Lessee's sole discretion, to insurance coverage, limits, and exclusions when deemed necessary and prudent by Lessee, whether based upon changes in statutory law, court decisions, the claims history of the industry, the financial condition of the insurance company, or the financial condition of Lessor.

Lessor shall not cause or permit any insurance to lapse or to be canceled during the Lease Term. Lessor shall be solely responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

9.2 Specific Coverage.

(a) Property Insurance. The Lessor shall provide property coverage for the building and other structures on the Property in an "All Risk of Physical Loss" form. The coverage shall be provided on a replacement cost basis for the 100% value of the Property. Lessor shall not be responsible for providing property insurance coverage for Lessee's furniture, equipment, machinery, goods or supplies in the Leased Premises.

(b) Commercial General Liability Insurance. The Policy shall contain the following provisions:

1. Blanket contractual liability coverage for liability assumed under the Lease and all contracts relative to this Lease;
2. this line intentionally left blank;
3. Lessee listed as an additional insured, endorsement CG 2010;
4. Thirty (30) Day Notice of Cancellation to Lessee, endorsement CG 0205;
5. Waiver of Transfer of Recovery Against Others in favor of Lessee, endorsement CG 2404;
6. Provide coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising) for a combined single limitation of not less than One Million Dollars (\$1,000,000) per occurrence.

ARTICLE 10. Lessee's Liability Insurance

10.1 Lessor understands and agrees that Lessee is self-insured and does not maintain commercial general liability insurance coverage.

ARTICLE 11. Damage by Fire or Other Casualty

11.1 If the Property should be totally destroyed by fire, flood or other casualty ("Casualty"), or if the Leased Premises should be so badly damaged by Casualty that the Leased Premises are untenable, then Lessor shall have the option to (a) terminate this Lease, as of the date of the occurrence, by written notice delivered to Lessee within thirty

(30) days following the damage or destruction, thereafter neither party shall have any further obligations under this Lease; or (b) continue this Lease in full force and effect, in which event Lessor shall promptly and diligently repair and restore the damaged or destroyed Leased Premises and Property to substantially the same condition existing prior to Casualty.

If the Casualty damage cannot be repaired within one-hundred and eighty (180) days from the date of Casualty, this Lease may be terminated by either Lessor or Lessee.

Beginning on the date of the Casualty up to the date of restoration of the Leased Premises to substantially the same condition existing prior to the Casualty, the Monthly Rent shall be proportionately abated, prorated on a daily basis. For the purposes of this Article 12.1, "untenantable" shall mean that the Leased Premises have been made totally inaccessible or unfit for use under the terms of this Lease.

11.2 If the Leased Premises are damaged by Casualty, but are not made untenable, this Lease shall continue in full force and effect, and Lessor shall promptly and diligently repair and restore the damage to the Leased Premises to substantially the same condition prior to the Casualty. For the period Lessee is deprived of any part of the Leased Premises by reason of Casualty repair or restoration, the Monthly Rental shall be proportionately abated and prorated on a daily basis.

11.3 In the event this Lease is terminated as provided in this Article 11, the Monthly Rent shall be adjusted as of the date of Lease termination, and any Monthly Rent paid for any period beyond the Lease termination date shall be promptly refunded to Lessee by Lessor.

11.4 In the event fifty percent (50%) or more of the Property has been damaged or destroyed and Lessor elects not to rebuild or repair, Lessor may, by notice to Lessee within 30 days, terminate this Lease.

11.5 If the Casualty repair or reconstruction shall render the Leased Premises untenable in whole or in part, (a) the Monthly Rent shall be prorated on a daily basis for the part of the Lease year in which the Leased Premises are tenantable, and (b) the Monthly Rent shall be abated, prorated on a daily basis, during the part of the Lease year the Leased Premises are untenable.

ARTICLE 12. Risk and Indemnification

12.1 All personal property of Lessee located in the Leased Premises shall be kept and stored at Lessee's sole risk.

12.2 Except to the extent covered by Lessee's self-insurance, Lessor shall indemnify and hold harmless Lessee, its employees, agents, successors, and assigns from and against all injury, loss, claims, or damages to any third party or property arising from, related to, or in connection with, use and occupancy of the Common Areas and Property unless and to the extent caused in whole or in part by the negligence or willful misconduct of Lessee, its employees, successors, invitees, contractors, and assigns.

12.3 It is specifically understood and agreed that Lessor's liability under this Lease is strictly limited to Lessor's property interests in the Property.

ARTICLE 13. Title to Leased Premises/Non-disturbance

13.1 Lessor warrants that it has good and marketable title to the Property, including the parking facilities. Lessor shall warrant and defend Lessee against the claims of all persons against Lessee's Lease interests and the Leased Premises.

13.2 Upon Lessor's request, Lessee agrees to timely execute a Subordination, Non Disturbance and Attornment Agreement ("SNDA Agreement"), with any person, company, or banking institution ("Lien Holder") holding a mortgage lien or deed of trust lien on the Property ("Lien"). As consideration for Lessee's execution of a SNDA Agreement, the Lien Holder will covenant and agree that, in the event of a foreclosure or deed in lieu of foreclosure of a Lien, the Lien Holder, its successors and assigns, will not terminate or disturb Lessee's occupancy and quiet possession of the Leased Premises, so long as Lessee is not in default under the Lease.

13.3 Within 30 calendar days of written request in a notice from Lessee, Lessor shall furnish to Lessee a certificate of non-disturbance executed by a Lien Holder, indicating that, in the event of a foreclosure or deed in lieu of foreclosure, and as long as Lessee is not in default under the Lease, the Lien Holder will recognize this Lease and shall not disturb Lessee's occupancy and quiet enjoyment of the Leased Premises. Lessor agrees to use its best efforts to obtain a certificate of non-disturbance. If a certificate of non-disturbance is not furnished by Lessor within 30 days of Lessee's request, Lessee reserves the right to (a) terminate this Lease, relieving Lessor and Lessee of all obligations under this Lease, OR (b) abate Monthly Rental payments, until an executed certificate of non-disturbance is delivered to Lessee in accordance with this Lease.

ARTICLE 14. Eminent Domain

14.1 If, during the Lease Term, any part of the Leased Premises shall be taken by eminent domain, and the taking would prevent or materially interfere with Lessee's use of the Leased Premises, Lessee may elect either to (a) terminate this Lease, relieving Lessor and Lessee of all obligations under this Lease, or (b) continue this Lease in full force and effect.

14.2 If Lessee elects to continue the Lease, the Monthly Rent shall be reduced in proportion to the area of the Leased Premises taken by eminent domain and to the extent of the condemnation proceeds awarded to Lessor, and Lessor shall repair any damage to the Leased Premises resulting from the taking. Lessor shall be entitled to recover from the condemning authority the full amount of Lessor's interest in the Property taken in condemnation; Lessee shall be entitled to recover the value of Lessee's remaining Lease interest and the value of Lessee's improvements in the Leased Premises, if any, taken.

ARTICLE 15. Assignment or Sublease

15.1 In the event Lessee should desire to assign this Lease or sublet any or all of the Leased Premises (the "Sublease") Lessee shall give Lessor written notice at least sixty (60) calendar days in advance of the date of the proposed sublease or assignment (the "Sublease Notice").

15.2 The Sublease Notice will include (a) the name and address of the proposed sublessee or assignee, (b) all information regarding the proposed sublease or assignment, (c) the proposed effective date, (d) whether an assignment or sublease is proposed, (e) copies of the proposed assignment or sublease document, and (f) current financial status of the proposed assignee or sublessee, and (h) any other information requested by Lessor.

15.3 Within thirty (30) calendar days following receipt of the Sublease Notice, Lessor shall notify Lessee in writing that Lessor elects either (a) to terminate this Lease as of the proposed Sublease effective date as specified by Lessee, thereby relieving Lessee of all further Lease obligations, or (b) to permit Lessee's Sublease, subject, however, to Lessor's written approval of the proposed assignee or sublessee. Lessor agrees that approval of the assignee or sublessee, and proposed form of the sublease or assignment shall not be unreasonably withheld. Any attempted Sublease by Lessee in violation of this Article 15 shall be void. Any assignee or sublessee will carry commercial general liability insurance with Lessor listed as an additional insured and all principals of the assignee or sublessee will guaranty the obligations of assignee or sublessee under this Lease.

ARTICLE 16. Assignment by Lessor

16.1 In the event the Property is sold, transferred in a like kind exchange, or otherwise conveyed ("Conveyance"), by Lessor to a buyer or transferee ("Buyer"), Lessor agrees it shall have the obligation to assign this Lease to the Buyer of the Property ("Assignment of Lease") in compliance with this Article 16.

16.2 Lessor shall provide written notice to Lessee of (a) a pending Conveyance to a Buyer, (b) the proposed date of the Conveyance; and (c) a proposed copy of the Assignment of Lease, within ten (10) days following the execution of a Contract of Sale of the Property between Lessor and Buyer.

16.3 As a condition precedent to Conveyance of the Property, Lessor agrees and stipulates that Buyer, prior to or on the date of closing, will (a) join in execution of the Assignment of Lease, (b) assume all Lessor's obligations under the Lease, and (c) covenant that Buyer will not disturb Lessee's quiet possession. Upon written notice to Lessee, with a true and correct copy of the executed Assignment of Lease attached, and provided the Assignment of Lease conforms to the requirements of this Article 16, Lessee will attorn to Buyer as Property owner and Lessor of the Leased Premises. As of the date of Conveyance, Lessor shall have no further liability under this Lease.

ARTICLE 17. Rules and Regulations

17.1 Lessee agrees to comply with all reasonable rules and regulations that Lessor may adopt from time to time for operation, protection and welfare of the Leased Premises, Property, Common Areas, and tenants, visitors, and occupants. Copies of all Rules and Regulations must be timely provided to Lessee. Lessor stipulates that all Rules and Regulations will not be inconsistent with the provisions of this Lease.

ARTICLE 18. Governmental Regulations

18.1 The Leased Premises is being leased "AS IS," "WHERE IS", and "WITH ALL FAULTS" with Lessee accepting all defects, except for structural defects in the building on the Property, if any.

18.2 Lessor warrants that, at the time of construction, renovation and/or improvements to the Property, handicapped accessibility to the Property and Leased Premises complied with accessibility requirements as required by the Americans with Disabilities Act of 1990, the Texas Accessibility Standards (TAS), and Chapter 5-2 of the Austin City Code, as those requirements may be amended ("Legal Requirements"). Lessor further warrants that all future reconstruction, renovation or improvements to the Property and Leased Premises will also comply with Legal Requirements.

18.3 Lessee agrees to comply with all applicable laws, rules, and regulations of county, municipal, state, federal, and other applicable governmental authorities in its use of the Leased Premises.

18.4 Lessor represents and warrants to Lessee that on the Commencement Date, the Property will be in compliance with all laws, ordinances, orders, rules, regulations and other governmental requirements relating to the use, condition and occupancy of the Leased Premises, and that no conditions exist that after discovery or notice or the passage of time would not be in compliance with laws, ordinances, orders, rules and regulations requirements.

18.5 Lessor agrees to maintain and operate the Property and Leased Premises in compliance with all applicable laws, rules, and regulations of county, municipal, state, federal, and other applicable governmental authorities.

ARTICLE 19. Solicitation of Business

19.1 Lessee, its employees, officers, agents, licensees, and invitees shall not advertise in or on the Property.

19.2 Lessor, its employees, officers, agents, licensees, and invitees shall not advertise in or on the Leased Premises.

ARTICLE 20. Taxes

20.1 Lessee agrees to pay Lessee's Share (defined below) of ad valorem taxes and assessments levied against the Property during the Lease Term ("Taxes"). Lessee shall pay an amount as estimated by Lessor to be one-twelfth (1/12) of such taxes on the first (1st) day of each and every calendar month during the initial Lease Term of this Lease (and any extension period, if applicable). Lessor may adjust from time to time during the Lease Term hereof the estimated amount required to be paid each month based on increases in the ad valorem tax appraised value of the Leased Premises and changes in the tax rates as reflected on the most current information available to Lessor. If the amount of the actual taxes is more than the total amount paid by Lessee for any calendar year, Lessee shall pay the deficiency amount to Lessor within thirty (30) days after notice to Lessee of the amount of taxes, together with the tax statements reflecting the actual amount of the taxes. If the amount of the actual taxes is less than the total amount paid by Lessee, Lessor, at Lessee's option, may either refund such difference to Lessee or credit the amount of such excess against the monthly payments due for the following calendar year. Lessee shall also pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Lessee's personal property installed or located in or on the Leased Premises. On demand by Lessor, Lessee shall furnish Lessor with satisfactory evidence of such payment. "Lessee's Share" shall be calculated by dividing the number of useable square feet in the Leased Premises by the number of useable square feet in the Shopping Center. The number of useable square feet in the Leased Premises is calculated by measuring from the exterior faces of exterior walls (or from the center of any shared or party walls) of all floors, including mezzanines, show cases, and entrances within the exterior footprint of the Leased Premises. The useable square feet of the Leased Premises shall conclusively be deemed to be the number of square footage of the Leased Premises set forth above. The useable square feet in the Shopping Center shall be the aggregate of the useable square feet in all premises leased or available for lease in the Shopping Center. If the useable square feet in the shopping center changes, Lessee's Share shall be recalculated by Lessor, and all payments to be made by Lessee based on Lessee's Share shall be adjusted as of the first day of the month immediately following the month in which the change occurs. If there is any dispute as to the number of useable square feet in the Shopping Center, the certification of Lessor's architect shall be deemed conclusive.

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ARTICLE 21. Discharge of All Liens

21.1 Lessee and Lessor shall pay promptly all contractors, subcontractors and materialmen, in accordance with the terms of the Lease, to avoid any lien from attaching to the Leased Premises or Property.

ARTICLE 22. Lessee's Covenants

22.1 Lessee hereby covenants and agrees as follows:

(a) Lessee shall pay Monthly Rent, and other sums due Lessor under the Lease, to Lessor as it becomes due and payable under the terms of this Lease.

(b) At Lease termination and surrender of possession of the Leased Premises, Lessee shall remove, at its sole expense, any of Lessee's property specified to be removed in a written notice by Lessor to Lessee. Lessee shall repair any damage to the Leased Premises caused by Lessee's removal of its property.

(c) Lessee shall observe and perform all of the terms, conditions, and obligations of this Lease.

ARTICLE 23. Lessor's Covenants

23.1 Lessor hereby covenants and agrees as follows:

(a) Lessor shall not advertise the business, profession, or activities of Lessee in any manner, nor make disclosures of any kind to third parties regarding Lessee, the Lease, or the Leased Premises.

(b) Lessor shall observe and timely perform all the terms, conditions, and obligations of this Lease.

(c) Lessor shall not use or permit the use of the Lessee's tenancy for advertising or similar purposes.

ARTICLE 24. Default by Lessee; Lessor's Remedies

24.1 Each of the following acts or omissions by Lessee shall constitute an event of default (a "Lessee Default"):

(a) Failure or refusal by Lessee to make the timely and punctual payment of any Monthly Rent or other sums payable under the Lease.

(b) Failure by Lessee to perform or comply with any of the terms, covenants, or conditions in this Lease.

24.2 Upon Lessee Default, Lessor shall give Lessee written notice specifying the Lessee Default, and Lessee shall cure its default within thirty (30) days of receipt of written notice, plus any additional time as may be reasonable necessary for cure. If Lessee shall fail to cure a Lessee Default within 30 days, Lessor may, at its option, in addition to all other rights and remedies available under this Lease, at law, or in equity, (a) continue this Lease in full force and affect, OR (b) terminate this Lease, in which event Lessee shall immediately surrender possession of the Leased Premises to Lessor, OR (c) elect not to terminate this Lease, and Lessor may relet the Leased Premises and terminate the Lease upon reletting. Lessor shall use best efforts to relet the Leased Premises. Upon relet of the Leased Premises, Lessee shall not be entitled to share with Lessor any rents in excess of the Monthly Rent.

24.3 Exercise by Lessor of any of its remedies available under this Lease shall not be deemed to be surrender of the Leased Premises by Lessee, whether by agreement or by operation of law, it being understood that surrender of the Leased Premises must be by written agreement between Lessor and Lessee.

24.4 Upon Lessee Default, if Lessor elects to terminate this Lease, Lessee shall be liable for the sum of all Monthly Rent, any other indebtedness accruing under the Lease, and all expenses incurred by Lessor incident to Lessee's Default, up to the date of Lease termination.

24.5 Unless otherwise provided in the Lease, if Lessee should fail to timely make any payment or cure any Lessee Default, Lessor, without being under any obligation to do so and without waiving the Lessee Default, may make such payment and/or remedy the default for the account of Lessee. Lessee agrees to pay Lessor upon demand all costs, expenses, disbursements, repossession costs, and expenses incurred by Lessor incident to Lessee Default, including those necessary to prepare the Leased Premises for reletting.

24.6 All costs and expenses incurred by Lessor incident to Lessee Default shall be paid by Lessee to Lessor at its current Mailing Address.

ARTICLE 25. Default by Lessor; Lessee's Remedies

25.1 In the event of any default by Lessor ("Lessor Default"), Lessee shall give Lessor written notice specifying the Lessor Default, and Lessor shall have thirty (30) days to cure same, plus any additional time as may be reasonable necessary for cure. If Lessor fails to timely cure its Default, Lessee may (a) file an action for damages, and/or (b) terminate the Lease, and Lessee shall have no further obligation to Lessor under the Lease post-termination.

25.2 Upon the written request of any Lien Holder, Lessee agrees to give the Lien Holder a copy of all Notices of Lessor Default. A Lien Holder shall have the right, but not the obligation, to cure or remedy Lessor Default during the cure period permitted under this

Lease, plus an additional period of thirty (30) days. Lessee agrees to accept the curative or remedial action taken by Lien Holder, with the same effect as if the action had been undertaken by Lessor.

25.3 All costs and expenses incurred by Lessee incident to Lessor Default shall be paid on demand by Lessor to Lessee at its current Mailing Address.

ARTICLE 26. Relinquishment of Lien for Rent

26.1 Lessor hereby waives any and all rights it may have to fix a lien on, and/or perfect a security interest, in any property of Lessee in Leased Premises, including, but not limited to, all trade fixtures, machinery, equipment, furnishings, and other personal property; title to all said property shall remain in the Lessee.

ARTICLE 27. Law Governing

27.1 This Lease shall be subject to, governed by and construed in accordance with all applicable federal, state, county, and municipal laws.

27.2 This Lease shall be contingent upon approval by the Austin City Council of the City Operating Budget for each City fiscal year that identifies sufficient funds appropriated for payment of Monthly Rent under this Lease ("Lease Funding").

ARTICLE 28. Prior Occupancy

28.1 If Lessee, with Lessor's prior written consent, shall occupy the Leased Premises prior to the beginning of the Lease Term, all provisions of this Lease shall be in full force and effect commencing upon the date of occupancy.

ARTICLE 29. Estoppel Certificate

29.1 Upon not less than thirty (30) days prior written request by Lessor, Lessee shall prepare, execute, and deliver to Lessor a statement in writing certifying (a) the Commencement Date and Lease Termination date; (b) the date through which Monthly Rent and any additional rent has been paid; (c) the amount of any Security Deposit; (d) that Lessee has accepted and occupied the Leased Premises; (e) that the Lease is in full force and effect and has not been modified or amended; (f) that all improvements to the Leased Premises have been satisfactorily completed; (g) that there are no uncured Lessor defaults under the Lease, or any existing conditions that constitute Lessor Default upon notice from Lessee; (h) that Lessee has not received any concessions from Lessor; (i) that Lessee has received no notice from any insurance company of any defects or inadequacies affecting coverage on the Leased Premises; (j) that Lessee has no options or rights other than those set

forth in the Lease; and (k) any other information that Lessor may reasonably request (an "Estoppel Certificate"). Lessee acknowledges that a Buyer may rely on an Estoppel Certificate.

29.2 If an Estoppel Certificate is to be delivered to a prospective buyer of the Property ("Buyer"), it shall include Lessee's agreement to (a) recognize Buyer as Lessor under the Lease, and (b) pay rent to Buyer or its designee after sale and closing in accordance with the terms of this Lease, as consideration of Buyer's execution of a non-disturbance agreement in favor of Lessee, covenanting non-disturbance and quiet possession of the Leased Premises in Lessee.

ARTICLE 30. Memorandum of Lease

30.1 Lessee and Lessor agree, within seven (7) days of written notice of request by the other party, to execute a Memorandum of Lease in recordable form, setting forth the names of the parties, the Lease Term, Commencement Date, Termination Date, and the description of the Leased Premises. The Memorandum of Lease may be recorded in order to give record notice of this Lease to third parties.

ARTICLE 31. Tender and Delivery of Lease Instrument

31.1 Submission of this instrument to either party for examination does not constitute an offer, reservation of or option for the Leased Premises. This instrument becomes enforceable only upon execution and delivery of the Lease by both Lessor and Lessee.

ARTICLE 32. Time is of the Essence

32.1 In all instances where Lessor or Lessee are required under the terms of this Lease to pay any sum or timely take any action, it is understood and agreed that time is of the essence in this Lease.

ARTICLE 33. Notice

33.1 Notices required under the Lease shall be in writing and shall be delivered by hand, or sent by United States Registered or Certified Mail, postage prepaid, return receipt requested, to the Mailing Addresses for Lessor and Lessee, as may be changed from time to time by either party by giving notice to the other party as provided in this Article 33 ("Current Mailing Address" or "Mailing Address").

ARTICLE 34. Entire Agreement and Binding Effect

34.1 This Lease embodies the entire agreement of the parties hereto, and incorporates all previous correspondence or communication, whether written or oral. The Lease can only be modified or varied by written instrument executed by all parties hereto.

ARTICLE 35. Authority

35.1 The parties to this Lease warrant and represent that each has the power and authority to enter into this Lease in the name, title, and capacity stated; on behalf of the entity, person, or firm represented; and all prerequisites necessary to authorize, negotiate, and enter into the Lease have been fully completed without the joinder of any other party.

35.2 If Lessor is a corporation, Lessor shall be required to deliver to Lessee, contemporaneous with the execution of this Lease, a certified Board of Directors' resolution evidencing the authority of Lessor and the individual executing this Lease on behalf of Lessor, to enter into this Lease and perform Lessor's attendant Lease obligations.

ARTICLE 36. Venue

36.1 This Lease is to be performed in Travis County, Texas. Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with this Lease shall be exclusively in Travis County, Texas.

ARTICLE 37. Terminology

37.1 Whenever required by the context, as used in this Lease, the singular shall include the plural, and the masculine gender shall include the feminine and neuter. Titles of Articles are for convenience only, and shall neither limit nor amplify the provisions of this Lease. Any reference to an "Article" shall be deemed to include all provisions of this Lease unless expressly provided to the contrary.

ARTICLE 38. Holding Over

38.1 If Lessee should remain in possession of the Leased Premises after the expiration or termination of this Lease, without the execution by Lessor and Lessee of a new lease, then the Lease shall be deemed to be extended on a day to day basis for the period of possession, and the parties to this Lease shall continue to be subject to all the covenants and obligations of this Lease. Monthly rent during a hold-over period shall be prorated on a daily basis.

ARTICLE 39. Non-Waiver

39.1 The failure of Lessor or Lessee to complain of any action, omission, or default under the Lease, whether singular or repetitive, shall not constitute a waiver of any of Lessor's or Lessee's rights and obligations under the Lease. Failure of Lessor or Lessee to insist on a strict performance of any of the Lease covenants and/or obligations of this Lease shall not constitute a waiver or relinquishment of any right or obligation in the future.

ARTICLE 40. Severability; Interpretation

40.1 This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the City of Austin, Travis County, and the State of Texas. If any provision of the Lease, or its application, shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, that Lease provision shall be stricken from this Lease; the remainder of the Lease shall remain valid and enforceable to the extent permitted by law.

40.2 Should a dispute arise under this Agreement, any interpretation of the Agreement shall not favor either party.

ARTICLE 41. Reimbursement

41.1 Except to the extent covered by Lessor's insurance required to be carried herein, Lessee shall reimburse Lessor for the cost to defend and the liabilities incurred by Lessor to third parties for injuries occurring at, in or around the Leased Premises to the extent caused in whole or in part by the acts or omissions of Lessee or persons for which it has responsibility, including if the liabilities are caused in whole or in part by the concurrent or sole negligence of Lessee or persons for which it has legal liability.

ARTICLE 42. Counterparts; Facsimiles

42.1 This Lease may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Lease. In addition, facsimile signatures of the parties shall be effective on all counterparts of this Lease.


THIS LEASE IS EXECUTED by Lessor in multiple originals, effective on March 15, 2008 (the "Effective Date"). Facsimile signatures shall have the same force and effect as original signatures.

LESSOR:
Pajo Properties Ltd.,
A Texas limited partnership

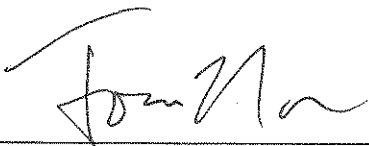
By: PS Brougher, L.L.C.
A Texas Limited Liability Company
Its General Partner

By: 
David Brougher,
Member

LESSEE:
City of Austin
A home rule corporation

By: 
Lauraine Rizer, Manager
Real Estate Services Division, Public
Works Department

APPROVED AS TO FORM:


Tom Nuckols
Assistant City Attorney

Date Approved 11/8/07
By Council

Item Number 40

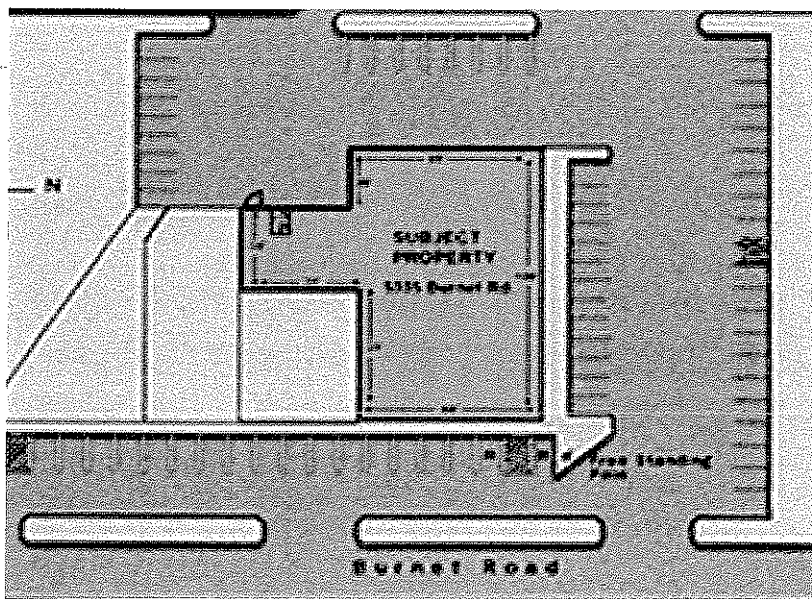
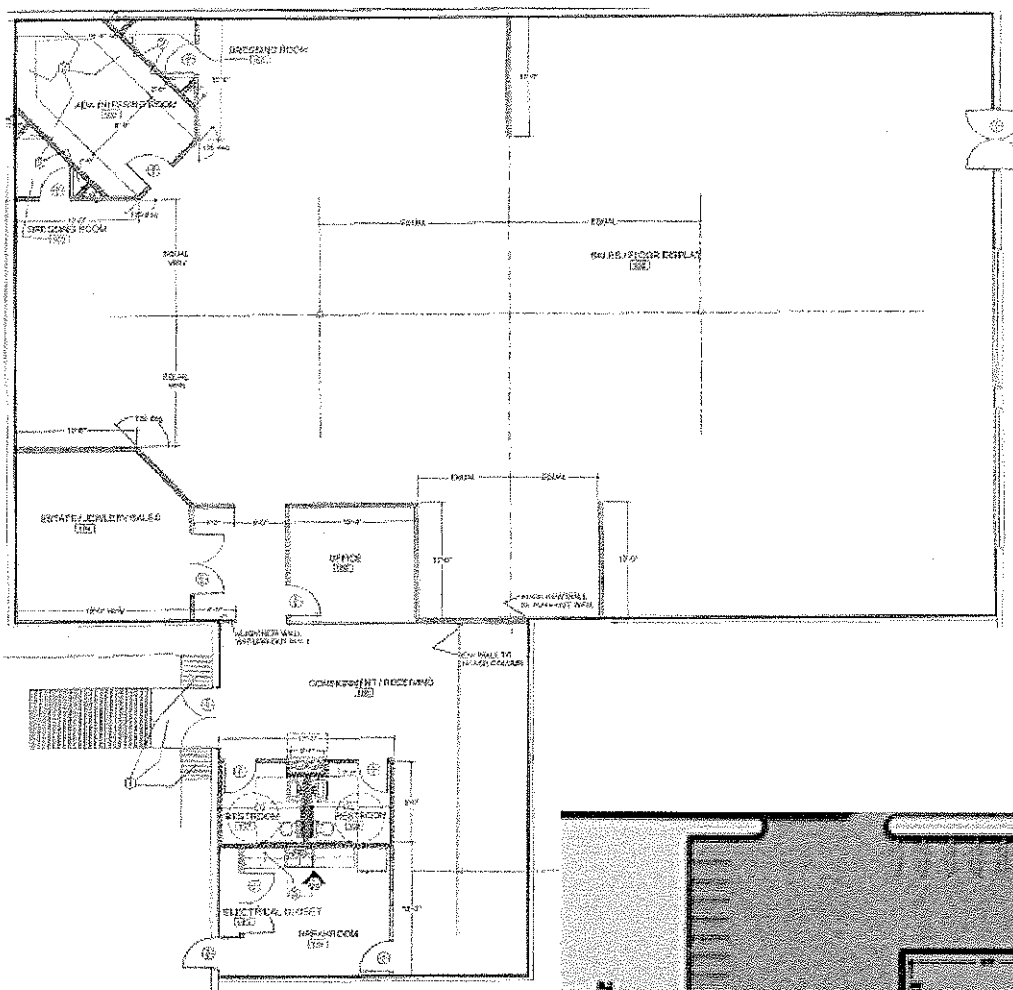


YANCEY | HAUSMAN
COMMERCIAL REAL ESTATE SERVICES

Exhibit "A"
Leased Premises Plan

FLOOR PLAN

5335 Burnet Road
Austin, Texas



*Not to Scale

02/3

EXHIBIT "B"

Description of Fixtures

[INTENTIONALLY DELETED]

MS
JR

Exhibit "C"
Finish Out

Wall/Floor Finishes

1. Paint walls throughout suite. Two coats low VOC paint.
2. Provide new 4" rubber cove base throughout.
3. Provide 1-way mirrored glass window at Store Manager's Office.

Lighting

1. Provide 2 x 4 acrylic lens fluorescent fixtures throughout space.
2. Replace/repair any damaged bulbs and/or ballasts throughout the space.

Plumbing

1. Make water fountain ADA compliant.
2. Provide grab bars as per ADA/TAS requirements, paper towel dispensers, soap dispensers, trash receptacles, sanitary napkin dispensers and toilet paper dispensers in all restrooms as shown on plans.

Electrical

1. Provide 120 volt electrical duplex wall outlets as follows: Walls in excess of twenty feet in length will require one every twenty feet. A minimum of one in each hallway.
2. Provide ring and string for telecommunication and automation station wiring in walls, ceiling or power poles as applicable.
3. Provide conduit from access point on building exterior to the data/telecom IDF closet for telephone lines and data circuits.
4. All branch circuit ground wires must be tied to a common ground at the distribution panel, to a service ground, or suitable building ground. The conduit must not be the sole means of the building ground station. All branch circuits shall be on the same primary transformer. All dedicated circuits shall be identifiable by use of orange colored plates on the outlets.
5. Provide adequate electrical for an 8-wire cube for all work stations. Provide j-boxes in the ceiling to feed into power-poles when furniture is not adjacent to a wall or column.
6. Provide (2) 120 volt duplex outlets in each office.
7. Provide (4) 120 volt duplex outlets in Staff Lounge.
8. Provide (1) 120 volt duplex outlets in each hallway every 25'.

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9. Provide (6) 120 volt duplex outlets in Music area.
10. Provide (4) 120 volt duplex outlets in Check Out/Customer Service Area.
11. Provide (1) 120 volt duplex outlets in each j-box at each exterior door for tenant provided security system.
12. Relocated and provide additional light fixtures to provide normal office lighting coverage as necessary.
13. Each room and area to have a light switch.
14. All lighting and electrical accessories shall comply with all Municipal, County, State and Federal ordinances, rules and regulations for any new construction. All electrical work shall conform to the standards and requirements of the latest editions and applicable sections of the National Electrical Code (NEC) Handbook. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.
15. Provide all life safety equipment, including but not limited to fire extinguishers and smoke alarms, in accordance with the requirements of all applicable municipal building codes.
16. Provide 1 dedicated outlet per copier at copier locations.
17. Provide conduit / wire pull to boxes for Tenant's security system.

Mechanical

1. All units will be cleaned to eliminate any debris in all ducts.
2. Thermostats to be added or relocated as needed.
3. Landlord Mechanical Contractor to balance HVAC system as required

Doors/Hardware

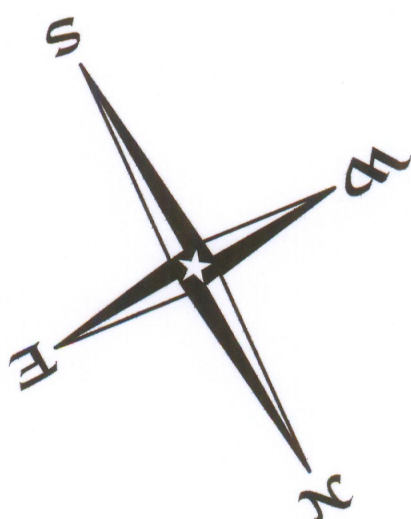
1. Use building standard doors, frames, and lever hardware throughout.

Signage

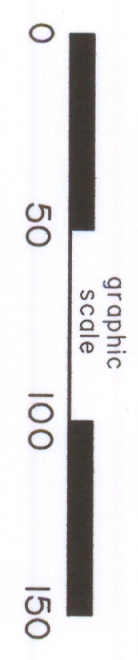
1. Provide interior "way finding" signage.

MS
LR

Bouldin Creek



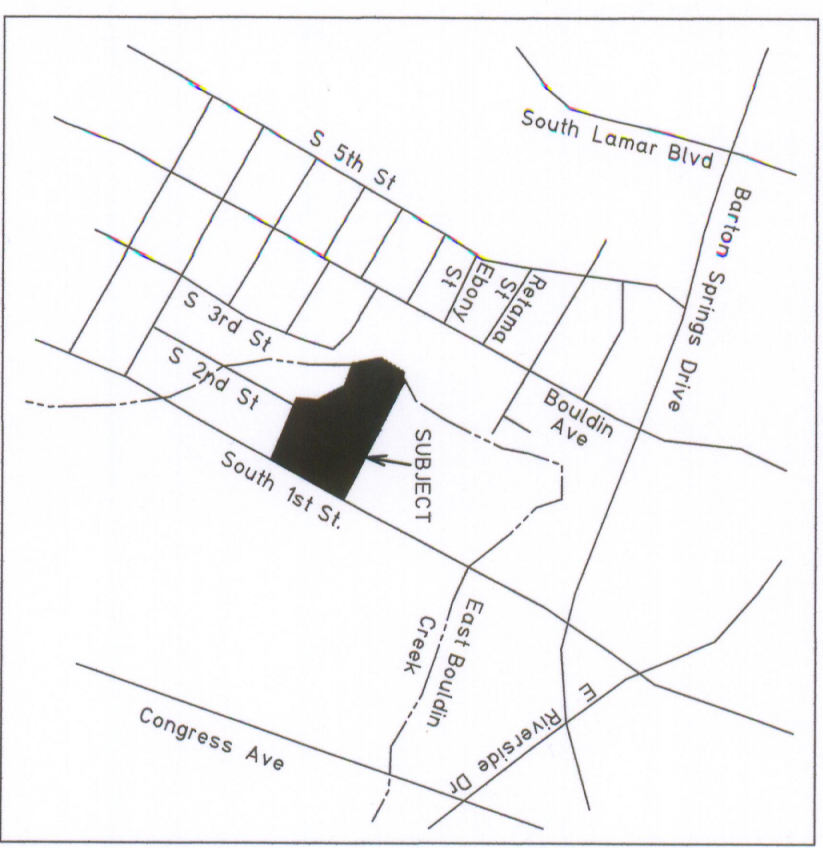
SCALE: 1" = 50'
PLAT PREPARATION DATE: November 1, 2013
APPLICATION SUBMITTAL DATE: November 7, 2013



Legend

- ⊙ 1/2" Iron Rod Found
- IPF 1/2" Iron Pipe Found
- ▼ Capped Iron Rod Found (as noted)
- 60D Nail Found
- 1/2" Iron Rod Set with plastic cap
- imprinted with "Holt Carson, Inc."
- E.T.E. = Electric and Telecommunications Easement
- B.L. = Building Setback Line
- P.U.E. = Public Utility Easement
- A.E. = Access Easement
- P.A.E. = Public Access Easement
- D.E. = Drainage Easement
- S.W.E. = Sidewalk Easement
- P.R.E. = Public Recreation Easement
- CWQZ = Critical Water Quality Zone
- W.W.E. = Wastewater Easement
- proposed Concrete Sidewalk (Record Dimension)

ISAG DECKER No. 8



VICINITY MAP: not to scale



NUMBERED COURSES	
L1	= S70°46'51"E 54.00'
L2	= N26°02'13"E 71.84'
L3	= N20°34'00"E 38.82'
L4	= N08°25'13"E 53.71'
L5	= N49°10'40"W 53.13'

NOTE:
LOT 15, BLOCK A, INDICATED HEREON, IS
A CRITICAL ENVIRONMENTAL BUFFER LOT.

Bouldin Creek Condominiums
(2.04 Acres)
Volume 8443 Page 1

Bouldin Creek Condominiums
(1.11 Acres)
Volume 8443 Page 1

J.T. PARKERS ADDITION
Volume 2 Page 221

THE STATE OF TEXAS
THE COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:

That, 1st Street Highlands, LP, a Texas limited partnership, owner of all of those certain tracts of land listed under "Tract 1" and "Tract 2" and as conveyed to it by Special Warranty Deed recorded in Document No. 2012127029 of the Official Public Records of Travis County, Texas, said tracts of land having been approved for resubdivision pursuant to the public notification and hearing provision of Chapter 212.014, of the Local Government Code,
do hereby resubdivide said tracts of land in accordance with the attached map or plat shown hereon pursuant to Chapter 212 of the Texas Local Government Code, to be known as

BOULDIN COURT

subject to any easements and/or restrictions heretofore granted, and not released.

WITNESS MY HAND this the ____ day of _____, A.D. 2015.

Ryan Diepenbrock Managing Member of
1st Street Highlands, LP, a Texas limited partnership
2003 S 1st Street
Austin, Texas 78704

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the ____ day of _____, A.D., 2015, did personally appear Ryan Diepenbrock, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC _____

Printed Name _____

Commission Expires _____

This subdivision is located within the Full Purpose Jurisdiction of the City of Austin on this the ____ day of _____, 2015.

ACCEPTED AND AUTHORIZED for record by the Director, Planning and Development Review Department, City of Austin, County of Travis, this the ____ day of _____, 2015, A.D.

Greg Guernsey, Director, Planning and Development Review Department

ACCEPTED AND AUTHORIZED for record by the Planning Commission of the City of Austin, Texas, this the ____ day of _____ 2015, A.D.

Danette Chimenti Chairperson

Jean Stevens Secretary

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the ____ day of _____, 2015, A.D., at ____ o'clock ____ M. and duly recorded on the ____ day of _____, A.D., at ____ o'clock ____ M. in the Official Public Records of said County and State in Document No. _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY this the ____ day of _____ 2015, A.D.

DANA DEBEAUVOIR, COUNTY CLERK TRAVIS COUNTY, TEXAS

BY: _____
Deputy

NOTE:
THE WATER AND/OR WASTEWATER EASEMENTS INDICATED ON THIS PLAT ARE FOR THE PURPOSE OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, DECOMMISSIONING AND REMOVAL OF WATER AND/OR WASTEWATER FACILITIES AND APPURTENANCES. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, RETAINING WALLS, TREES OR OTHER STRUCTURES ARE PERMITTED IN WATER AND/OR WASTEWATER EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN.

BOULDIN COURT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, Holt Carson, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat complies with Title 25 of the Austin City Code, and is true and correct and was prepared from an actual survey of the property made by me or under my supervision on the ground.

Holt Carson
Registered Professional Land Surveyor No. 5166
HOLT CARSON, INC.
1904 Fortview Road Austin, Texas 78704
(512)-442-0990

Date

THE STATE OF TEXAS x
THE COUNTY OF TRAVIS x

I do hereby certify that the engineering work being submitted herein complies with all provisions of the Texas Engineering Practice Act, including Section 131.152(e). I hereby acknowledge that any misrepresentation regarding this certification constitutes a violation of the Act, and may result in criminal, civil and/or administrative penalties against me as authorized by the Act.

A portion of this subdivision is within the boundaries of the 100-year flood plain of any waterway that is within the limits of study of the Federal Flood Administration FIRM panel 48453C 0445 H, dated September 26, 2008.

The fully developed 100 Year Flood Plain is contained within the drainage easements as depicted on this plat.

Jarred C. Corbell P.E. No. 109795
PSW Homes, LLC
TBPE Firm No. 15189
2003 S 1st Street
Austin, Texas 78704

Date

BOULDIN COURT

NOTES:

1. No lot shall be occupied until the structure is connected to the City of Austin water and wastewater utility system.
2. The water and wastewater utility system serving this subdivision must be in accordance with the City of Austin utility design criteria. The water and wastewater utility plan must be reviewed and approved by the Austin Water Utility. All water and wastewater construction must be inspected by the City of Austin. The landowner must pay the City inspection fee with the utility construction.
3. Building Setback Lines shall be in conformance with the City of Austin Zoning ordinance requirements.
4. No buildings, fences, landscaping, or other obstructions are permitted in drainage easements except as approved by the City of Austin.
5. All drainage easements on private property shall be maintained by the property owner or his assigns.
6. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by governmental authorities.
7. The owner of this subdivision, and his or her successors and assigns, assumes responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Austin. The owner understands and acknowledges that plat vacation or replatting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.
8. Prior to construction, except detached single family on any lot in this subdivision, a Site Development Permit must be obtained from the City of Austin.
9. All streets, drainage, sidewalks, erosion controls, and water and wastewater lines are required to be constructed and installed to City of Austin Standards.
10. Austin Energy has the right to cut and trim trees and shrubbery and remove obstructions to the extent necessary to keep the easements clear of obstructions. Austin Energy will perform all tree work in compliance with the City of Austin Land Development Code.
11. The owner/developer of this subdivision/lot may provide Austin Energy with any easement and/or access required for the installation and ongoing maintenance of overhead and underground electric facilities within or along the perimeter of this subdivision/lot. These easements/access are required to provide electric service to the buildings and will not be located as to cause the site to be out of compliance with the City of Austin Land Development Code.
12. The owner shall be responsible for installation of temporary erosion control, revegetation and tree protection. In addition, the owner shall be responsible for any initial pruning and tree removal that is within ten feet of the center line of the proposed overhead electrical facilities designed to provide electric service to this project. The owner shall include Austin Energy's work within the limits of construction for this project.
13. These lots will meet the requirements of Chapter 25-13 of the City of Austin Land Development Code.
14. By approving this plat, the City of Austin assumes no obligation to construct any infrastructure in connection with this subdivision. Any subdivision infrastructure required for the development of the lots in this subdivision is the responsibility of the developer and/or the owners of the lots. Failure to construct any required infrastructure to City standards may be just cause for the City of deny applications for certain development permits including building permits, site plan approvals and/or certificates of occupancy.
15. Public sidewalks, built to City of Austin standards, are required along the following streets and as shown by a dotted line on the face of the plat: S 2nd Street and Brook Place. These sidewalks shall be in place prior to the lot being occupied. Failure to construct the required sidewalks may result in the withholding of Certificates of Occupancy, building permits, or utility connections by the governing body or utility company.
16. The landowner is responsible for providing the subdivision infrastructure, including the water and wastewater utility improvements.
17. A portion of this subdivision is within the boundaries of the 100-year flood plain of any waterway that is within the limits of study of the Federal Flood Administration FIRM panel 48453C 0445 H, dated September 26, 2008.
18. Erosion/Sedimentation controls are required for all construction on each lot, including single family and duplex construction, pursuant to the City of Austin Land Development Code and the Environmental Criteria Manual (ECM).
19. The owner of the property is responsible for maintaining clearances required by the National Electric Safety Code, Occupational Safety and Health Administration (OSHA) regulations, City of Austin rules and Texas state laws pertaining to clearances when working in close proximity to overhead power lines and equipment. Austin Energy will not render electric service unless required clearances are maintained. All costs incurred because of failure to comply with the required clearances will be charged to the owner.
20. All restrictions and notes from the previous existing subdivisions, Abe Williams Subdivision, according to the map or plat thereof recorded in Volume 328 Pages 231-233, Travis County Deed Records, and Oak Cliff Addition, according to the map or plat thereof recorded in Volume 3 Page 81, Travis County Plat Records, shall apply to this resubdivision plat.
21. Parkland dedicated has been provided for 13 units by the dedication of an easement of 0.47 acre of land outside of the 25-year floodplain inside the Critical Water Quality Zone (CWQZ) and a credit for amenities to be constructed. Fiscal surety of 3,756 dollars was posted with the City at time of initial plat until such time as the amenities are constructed and approved by the Parks and Recreation Department.

LOT AREAS

BLOCK A

LOT 1	5,760 Square Feet
LOT 2	5,753 Square Feet
LOT 3	5,758 Square Feet
LOT 4	8,802 Square Feet
LOT 5	7,000 Square Feet
LOT 6	8,876 Square Feet
LOT 7	12,660 Square Feet
LOT 8	13,661 Square Feet
LOT 9	21,607 Square Feet
LOT 10	11,301 Square Feet
LOT 11	12,349 Square Feet
LOT 12	11,427 Square Feet
LOT 13	11,424 Square Feet
LOT 14	54,388 Square Feet
LOT 15	7,078 Square Feet

BLOCK B

LOT 1	1,809 Square Feet
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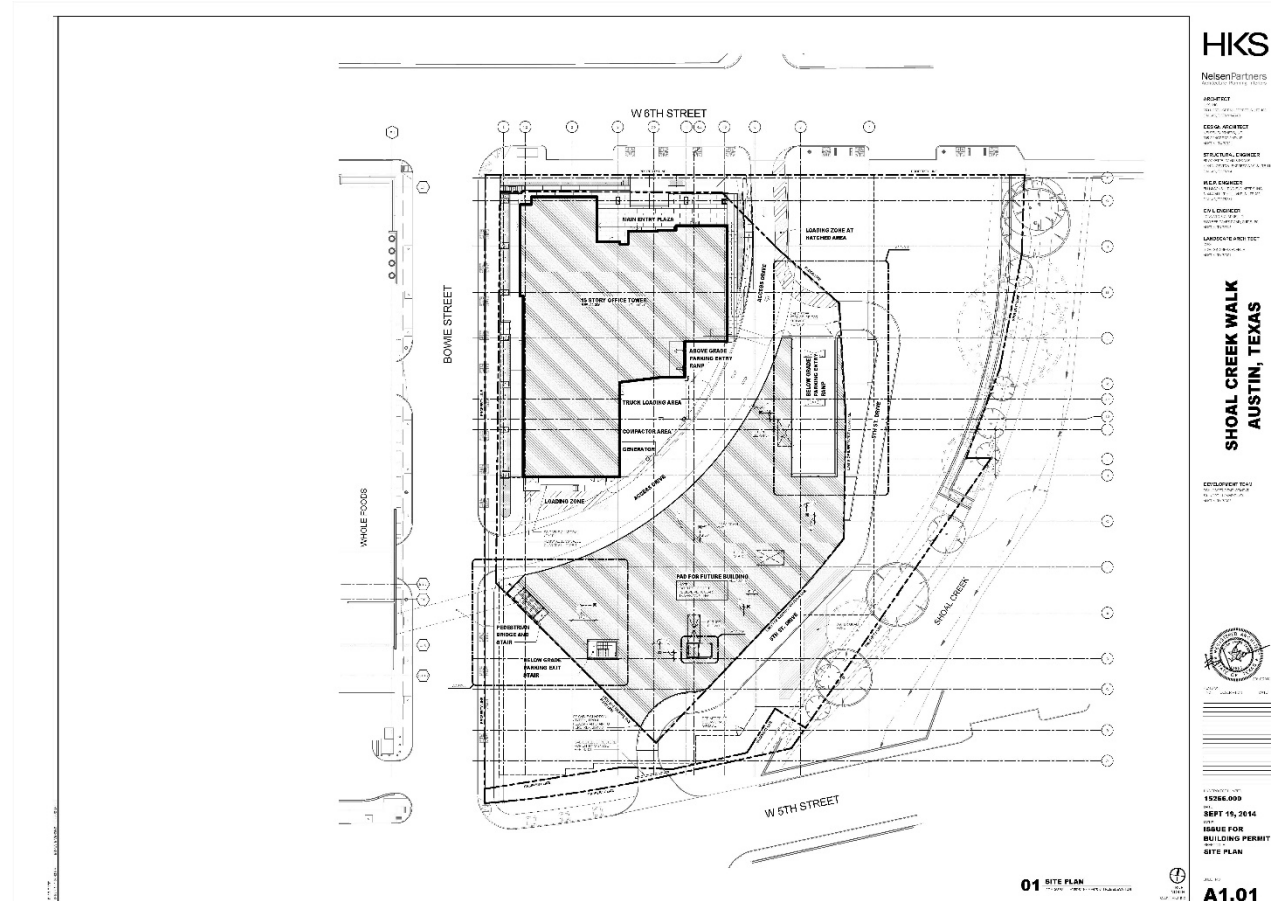
NOTE:

LOT 15, BLOCK A, INDICATED ON PAGE 1
IS A CRITICAL ENVIRONMENTAL BUFFER LOT.

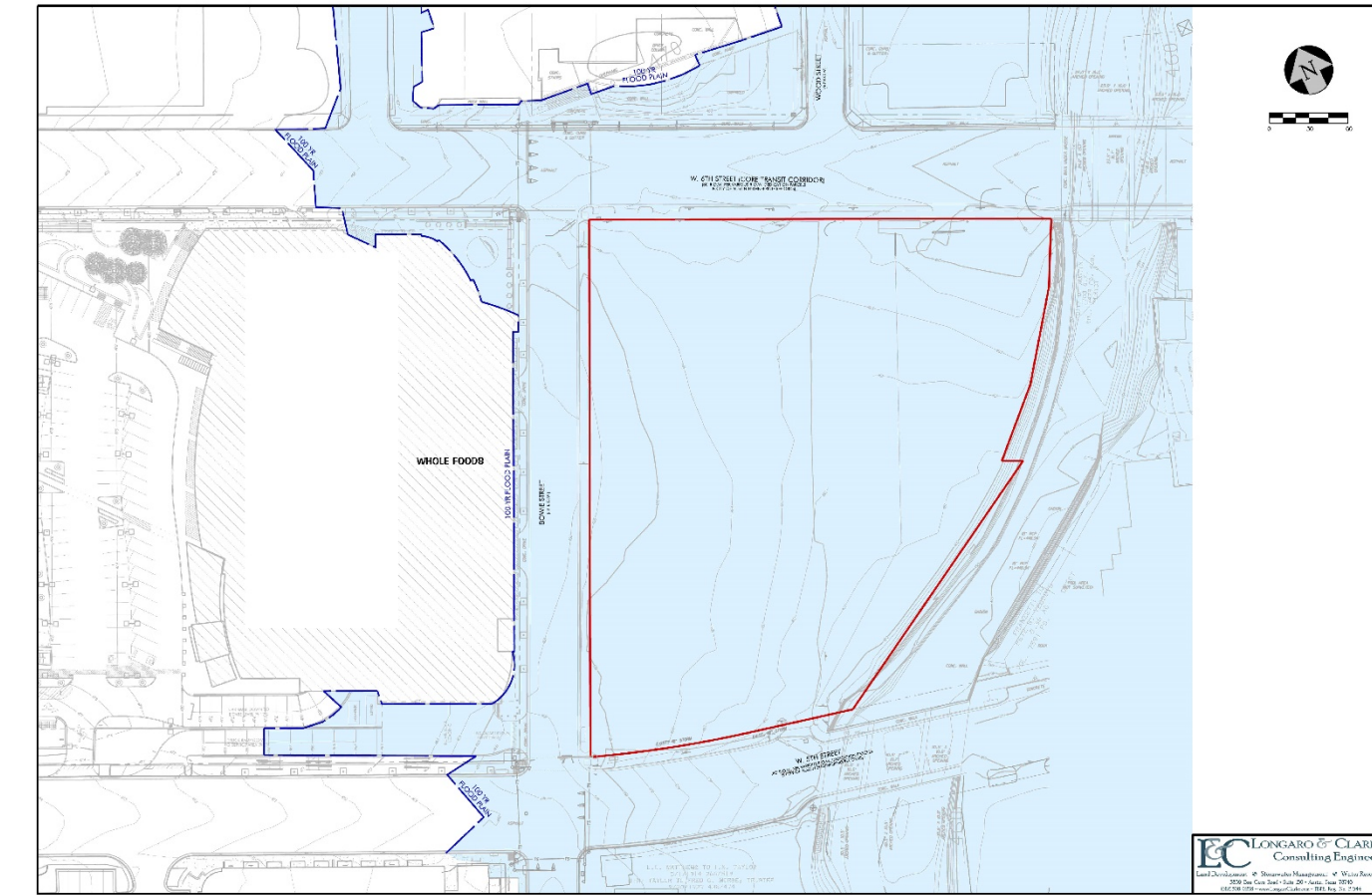
CURVE DATA

① Δ= 75°03'43" R= 25.00' T= 19.20' C= 30.46' A= 32.75' CB= S7°40'57"E	② Δ= 55°31'24" R= 25.00' T= 13.16' C= 23.29' A= 24.23' CB= S72°58'31"E	③ Δ= 55°54'31" R= 25.00' T= 13.27' C= 23.44' A= 24.39' CB= N17°15'33"W	④ Δ= 291°25'55" R= 54.00' T= N/A C= 60.84' A= 274.67' CB= S44°58'45"W	⑤ Δ= 85°24'43" R= 54.00' T= 49.84' C= 73.25' A= 80.50' CB= N32°00'39"W	⑥ Δ= 43°02'09" R= 54.00' T= 21.29' C= 39.61' A= 40.56' CB= S83°45'55"W	⑦ Δ= 43°01'40" R= 54.00' T= 21.29' C= 39.61' A= 40.55' CB= S40°44'00"W
⑧ Δ= 42°59'09" R= 54.00' T= 21.26' C= 39.57' A= 40.51' CB= S2°16'25"E	⑨ Δ= 53°25'46" R= 54.00' T= 27.18' C= 48.55' A= 50.36' CB= S50°28'52"E	⑩ Δ= 23°32'28" R= 54.00' T= 11.25' C= 22.03' A= 22.19' CB= S88°57'59"E	⑪ Δ= 36°47'12" R= 25.00' T= 8.31' C= 15.78' A= 16.05' CB= S26°23'35"W	⑫ Δ= 16°01'56" R= 115.00' T= 16.20' C= 32.07' A= 32.17' CB= S16°00'58"W		

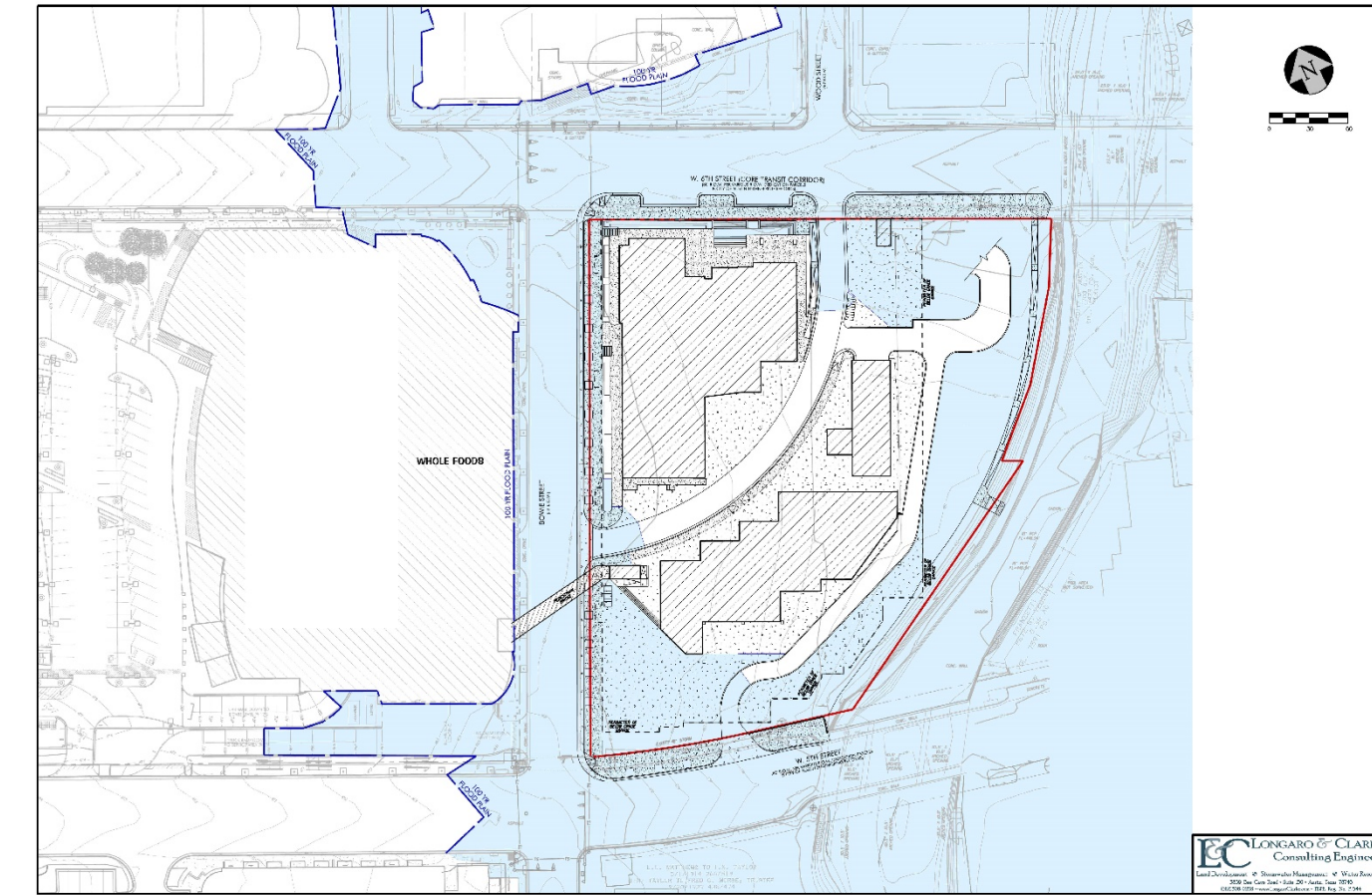
EAST BLOCK – SHOAL CREEK WALK



EXISTING FLOODPLAIN CONDITION



PROPOSED FLOODPLAIN CONDITION



25-7-92 – ENCROACHMENT PROHIBITED ON FLOODPLAIN

The director may grant a variance to Subsection (A) or (B) if the director determines that:

- (1) the finished floor elevation of a proposed building is at least two feet above the 100-year floodplain;
- (2) normal access to a proposed building is by direct connection with an area above the regulatory flood datum, as prescribed by Chapter 25-12, Article 1 (Building Code);

HKS

NelsenPartners

ARCHITECT
HKS, INC.
1700 SOUTH ELM STREET, SUITE 100
DALLAS, TEXAS 75201

DESIGN ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
10000 WEST 10TH STREET, SUITE 100
DALLAS, TEXAS 75243

STRUCTURAL ENGINEER
WINDYBROOK GROUP
11000 WEST 10TH STREET, SUITE 100
DALLAS, TEXAS 75243

M.E.P. ENGINEER
JALAPORTE ENGINEERING, P.C.
11000 WEST 10TH STREET, SUITE 100
DALLAS, TEXAS 75243

CIVIL ENGINEER
JALAPORTE ENGINEERING, P.C.
11000 WEST 10TH STREET, SUITE 100
DALLAS, TEXAS 75243

LANDSCAPE ARCHITECT
JALAPORTE ENGINEERING, P.C.
11000 WEST 10TH STREET, SUITE 100
DALLAS, TEXAS 75243

SHOAL CREEK WALK
AUSTIN, TEXAS

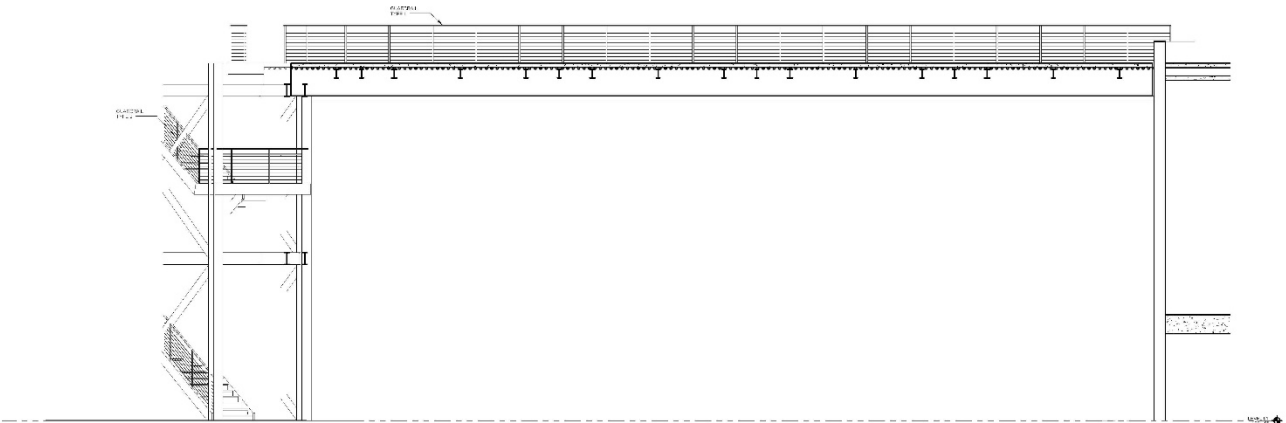
DEVELOPMENT TEAM
JALAPORTE ENGINEERING, P.C.
11000 WEST 10TH STREET, SUITE 100
DALLAS, TEXAS 75243



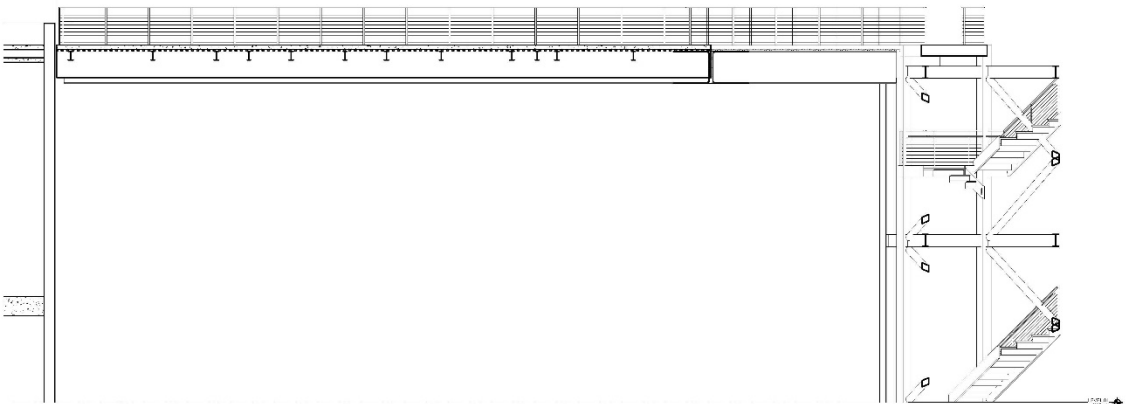
REVISION	NO.	DESCRIPTION	DATE

ISSUED FOR PERMIT
15266.000
SEPT 19, 2014
ONLY
ISSUE FOR
BUILDING PERMIT
PEDESTRIAN
BRIDGE

DATE: 09/19/14
A2.21



02 PEDESTRIAN BRIDGE
SECTION



01 PEDESTRIAN BRIDGE ELEVATION
ELEVATION

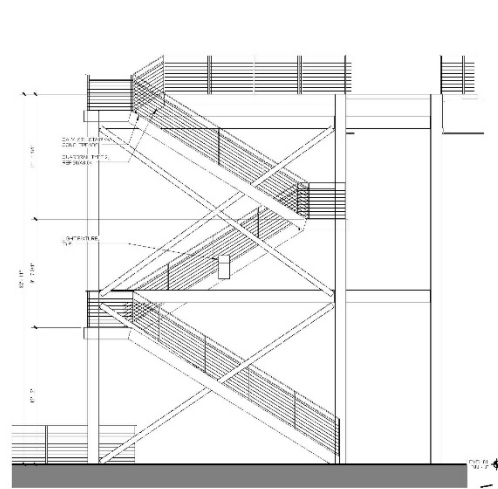
15266.000
SEPT 19, 2014
ONLY
ISSUE FOR
BUILDING PERMIT
PEDESTRIAN
BRIDGE

LANDSCAPE ARCHITECT
2020
2120 COLLEGE AVENUE
ANN ARBOR, MI 48106

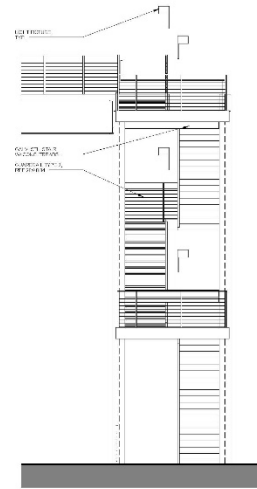
**SHOAL CREEK WALK
AUSTIN, TEXAS**

ROYALTY
NO. _____
DATE _____

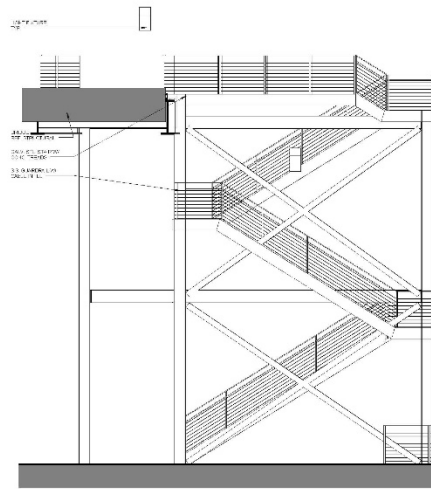
ISSUE FOR
BUILDING PERMIT
PEDESTRIAN
BRIDGE, FENCE
AND GATE

A2.20

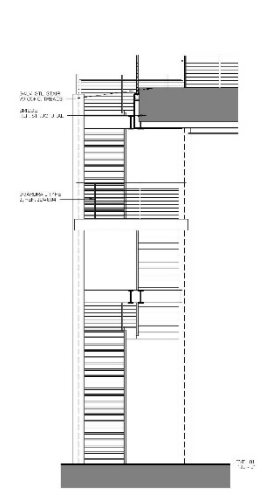
06 STAIR NORTHEAST ELEVATION



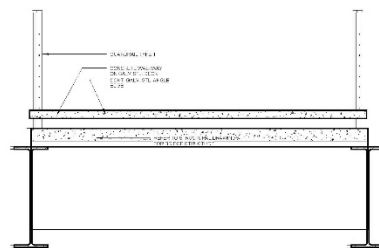
05 STAIR SOUTHEAST ELEVATION



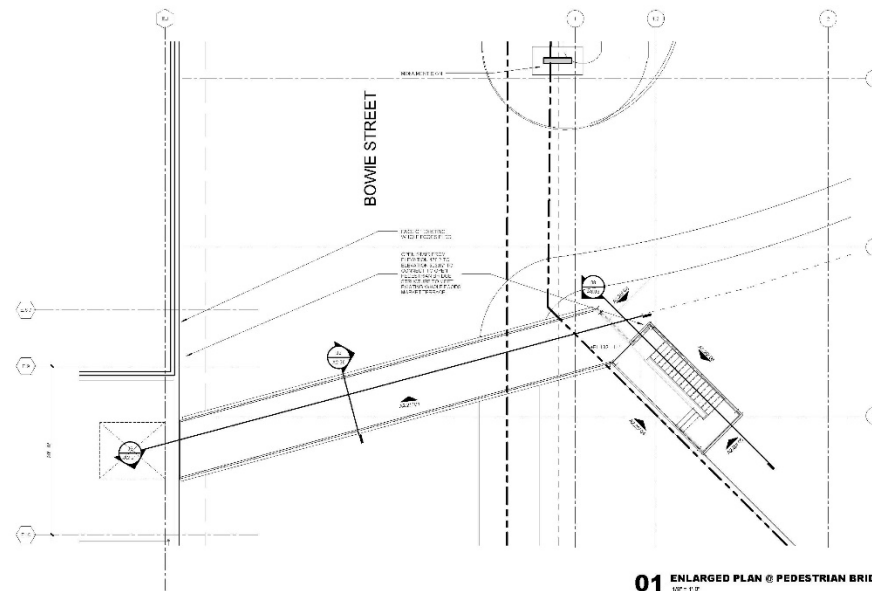
04 STAIR SOUTHWEST ELEVATION



03 STAIR NORTHWEST ELEVATION

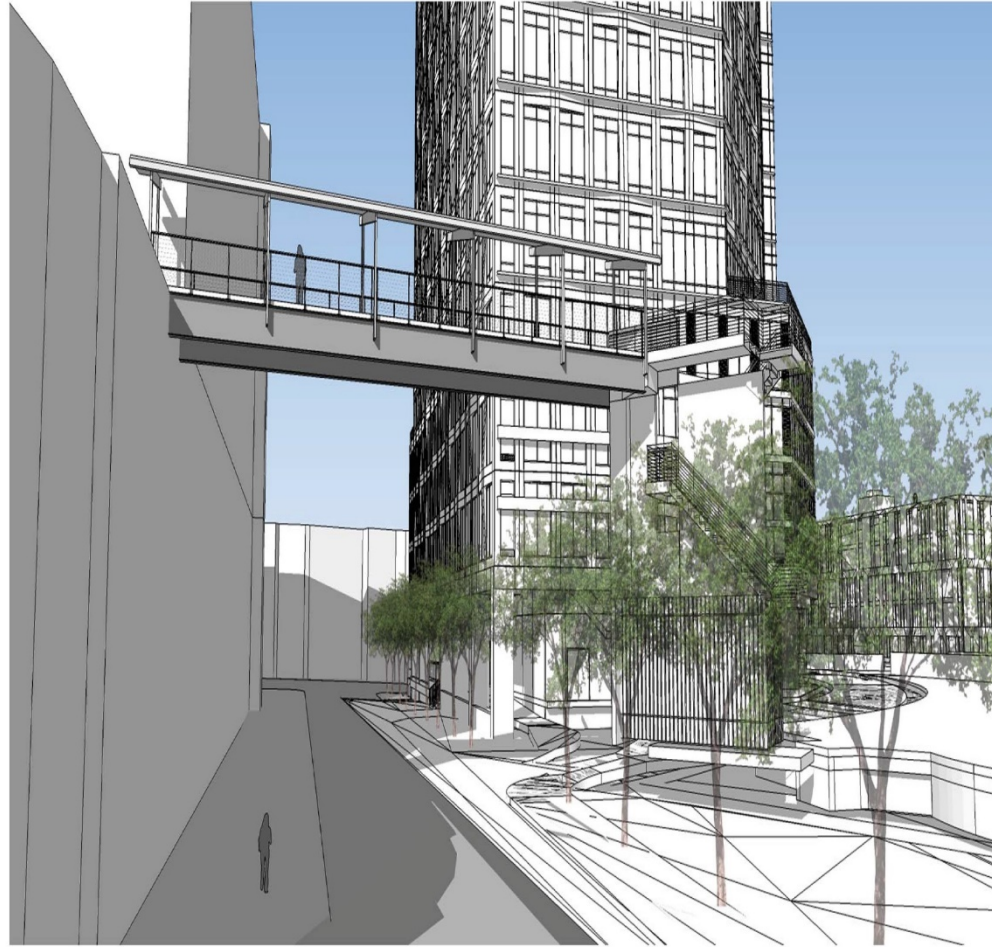


02 PEDESTRIAN BRIDGE SECTION



01 ENLARGED PLAN @ PEDESTRIAN BRIDGE
1/8" = 1' 0"

VIEW LOOKING NORTH from 5TH STREET



BRIDGE FROM SOUTH VIEW

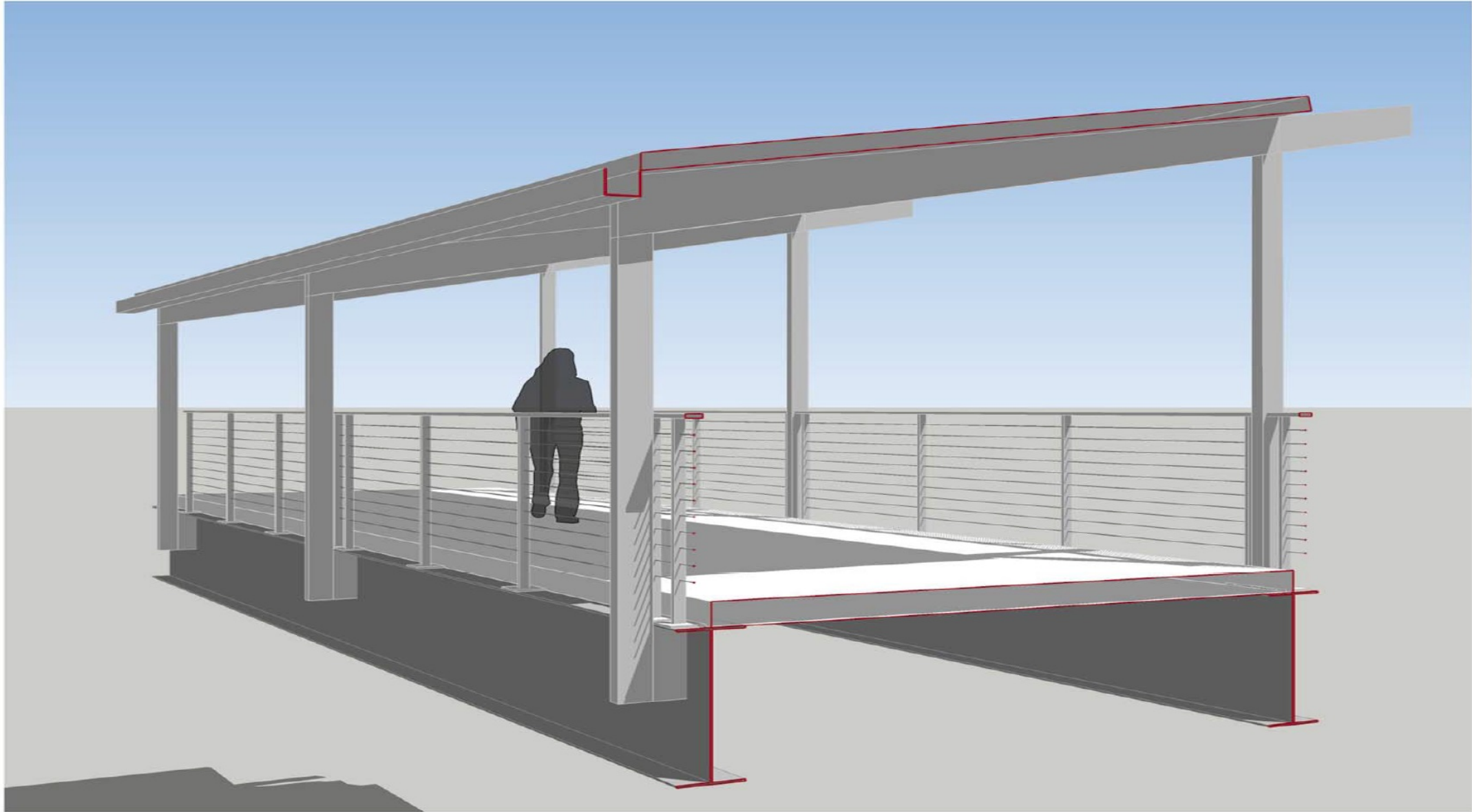
VIEWS LOOKING SOUTH from 6TH STREET



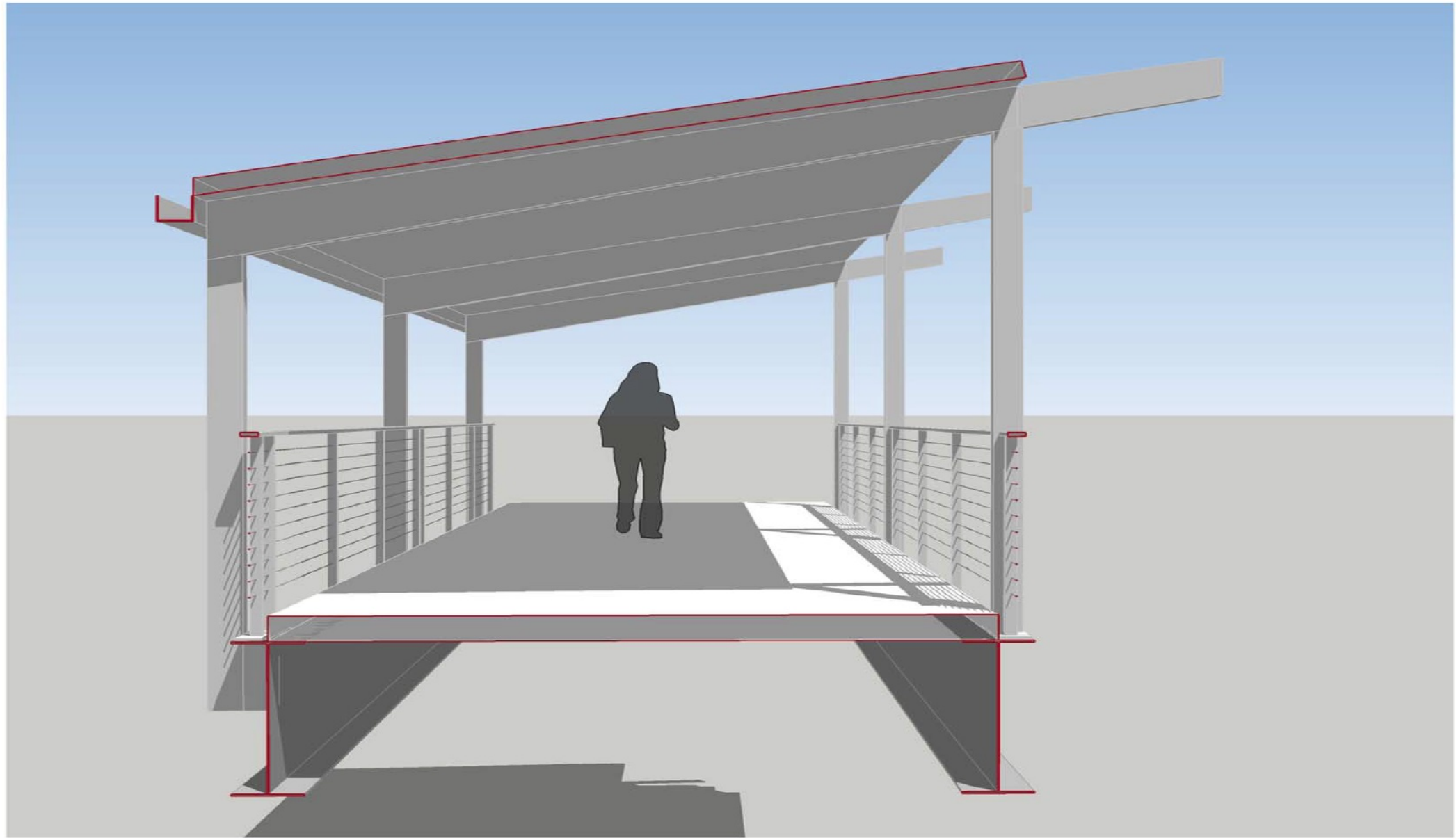
BRIDGE FROM NORTH 6TH ST. VIEW



BRIDGE FROM NORTH_CLOSE UP VIEW



BRIDGE SECTION 1



BRIDGE SECTION 2



Council Question and Answer

Related To	Item # 15	Meeting Date	March 26, 2015
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Additional Answer Information

QUESTION: What happens if the ordinance expires? COUNCIL MEMBER GALLO'S OFFICE

ANSWER: If the current ordinance proposed to be extended expires, then the previous language that addresses non-peak hour for concrete pour returns.

The previous ordinance allowed permits for authorizing an applicant to deliver, finish, place or pour concrete between the hours of 7:00 p.m. to 6:00 a.m. at property that is located within the Central Business District (CBD) zoning district and within 600 feet of a residence, church, hospital, hotel or motel. The previous ordinance allowed the issuance of a permit if the director determined it was in the interest of public health, safety or welfare or justified by urgent necessity. In addition, the previous ordinance required the applicant provide contact information, a description of the work to be performed, the amount of time needed for the permit (up to 72 hours), and the reason why the work could not be performed during normal business hours.

The additional requirements of the current ordinance proposed to be extended would:

- 1) allow permits to be issued on property zoned Public (P) district zoning;
- 2) require notices to be sent to adjacent property owners located next door or across the street, and representatives of property owners or residents within 600 feet of when the non-peak pour would occur and the duration of the project;
- 3) require 24-hour contact information for an individual with primary responsibility for the project be provide to adjacent property owners located next door or across the street, and representatives of property owners or residents within 600 feet;
- 4) provide a noise and light mitigation plan that addresses location of concrete pump location, shielding of lighting and actions that the director would determine to be reasonably necessary to protect the public health safety and welfare, and to ensure reasonable expectations of a sound environment that does not preclude sleep; and,
- 5) require concrete pour permits associated with building permits issued on or after December 1, 2014 be limited to the hours of 7:00 p.m. to 2:00 a.m. the following day, and in special circumstances of limited duration from 7:00 p.m. to 6:00 a.m.



Council Question and Answer

Related To	Item # 27	Meeting Date	March 26, 2015
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Additional Answer Information

Question 1: Please provide the terms for the amount and length of time of the previous contract scheduled to expire on March 31, 2015.

Answer 1: The TCPN/Grainger contract was originally approved by Council on 12/16/2010 and setup with a three month initial term with funding set at \$421,875 and four 12-month extensions options at \$1,687,500/option. The initial term and renewal options matched the terms established through the cooperative; initial term set to expire on 3/31/2011 with annual renewals for up to an additional four years. Two additional requests for funding were approved by Council to add an additional \$4,386,486 on 4/26/2012 and an additional \$2,000,000 on 4/16/2014.

Question 2: Please provide a statement of annual purchases by department for the last three years.

Answer 2: Below is the average yearly spends by department. Note that purchases through the Credit Card process are often rolled into the DO (departmental purchase order) from Department 7400. Pro Card purchases tend to match the 7400 DO.

Departments	Sum or Order Amount	DO Average/Year	Pro Card Average/Year	Average/Year
1100	\$1,690,052	\$422,513		\$422,513
1500	\$62,214	\$15,554	\$81,276	\$96,829
1600	\$180,974	\$45,243	\$25,796	\$71,040
2200	\$1,330,105	\$332,526	\$336,573	\$669,099
2400	\$142,656	\$35,664	\$2,362	\$38,026
6000	\$20,263	\$5,066	\$4,100	\$9,166
6200	\$1,064,769	\$266,192	\$6,331	\$272,523
6300	\$3,875	\$969	\$4,965	\$5,934
6400	\$14,885	\$3,721	\$6,659	\$10,380
7400	\$7,095,230	\$1,773,808	\$10,251	
7500	\$35,068	\$8,767	\$28,691	\$37,458
7800	\$39,713	\$9,928	\$134,925	\$144,853
8100	\$73,981	\$18,495	\$264,728	\$283,223
8200	\$120,335	\$30,084	\$528,344	\$558,428
8300	\$166,486	\$41,622	\$94,992	\$136,614
8500	\$262,285	\$65,571	\$54,637	\$120,208
8600	\$186,305	\$46,576	\$157,456	\$204,033
8700	\$15,330	\$3,832	\$18,092	\$21,925
9100	\$57,030	\$14,258	\$1,804	\$16,062
9200	\$30,000	\$7,500	\$2,576	\$10,076
9300	\$258,731	\$64,683	\$29,388	\$94,071
Grand Total	\$12,850,288	\$3,212,572	\$1,793,947	\$3,212,210

