

**City Council Questions and Answers for
Thursday, September 22, 2016**

These questions and answers are related to the
Austin City Council meeting that will convene at 10:00 AM on
Thursday, September 22, 2016 at Austin City Hall
301 W. Second Street, Austin, TX



Mayor Steve Adler
Mayor Pro Tem Kathie Tovo, District 9
Council Member Ora Houston, District 1
Council Member Delia Garza, District 2
Council Member Sabino "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 # 3: Authorize negotiation and execution of a competitive sealed proposal agreement with IE2 CONSTRUCTION, LTD, for the expansion and renovation of the Austin Shelter for Women and Children project in an amount not to exceed \$5,376,528. (District 1)
 - a. QUESTION: 1) How many beds does the Salvation Army have for women and children Downtown? 2) How many beds does the Salvation Army have available Downtown for men? 3) How many beds does Salvation Army have at the Tannehill location? 4) How many beds will they have after the renovation? MAYOR PRO TEM TOVO'S OFFICE
 - b. ANSWER: 1) 55 beds for families; 89 singles and 18 worker dorm beds. 2) 60 plus 20 workers dorm beds 3) 92-94. (Dependent on how many families and their composition, with bunk beds in every room, there could be 98 beds. This would not be typical.) Worker dorm beds = This is a program for residents employed full-time with a case manager. They pay a nominal rental fee, and, are on a plan to save money to become fully independent.
2. Agenda Item # 5: Approve second and third readings of an ordinance repealing and replacing City Code Chapter 4-8 relating to the regulation of lobbyists, setting fees related to the regulation of lobbyists, amending City Code Chapter 2-7 relating to the Ethics Review Commission, and amending City Code Section 2-2-62 relating to funding for the Austin Fair Campaign Finance Fund.
 - a. QUESTION: 1) Under section 4-8-2 what is the definition of "discretionary action" in subsection 8? 2) Can you help explain what we would consider a "discretionary item as outlined" in the proposed lobby ordinance. COUNCIL MEMBER GALLO'S OFFICE
 - b. ANSWER: The word 'discretionary' means subject to the use of judgment. A discretionary action is one for which "there is no hard and fast rule as to course of conduct that one must or must not take." Black's Law Dictionary, 6th Ed. pp. 466 - 467. Compare City Code §2-7-2(5): "DISCRETIONARY AUTHORITY means the power to exercise any judgment in a decision or action." A non-discretionary action would therefore be one in which an action

involved no judgment, and where a response was so clearly prescribed as to be essentially automatic. In the version of the ordinance proposed by Council Member Pool on Sept. 19, the terms “discretionary” and “non-discretionary” do not occur.

- c. QUESTION: 1) Will workers, such as architects and civil engineers, who routinely interact with City Staff be subject to this ordinance? 2) Will answering City comments on things like Site Plans count towards the 26 hrs / \$2,000 in compensation per quarter? 3) If 2 employees of a company work 13 hrs each on the same project (and this is the only project the employees/firm is working on), would the employees and/or firm be required to register as a lobbyist under this draft ordinance? 4) What is a “non-discretionary, non-appealable, exception” that is described on page 5 (D)(10)? 5) Is the 26 hrs / \$2,000 in compensation a total for a person, across all clients/projects they may be working on, and not per project/client? COUNCIL MEMBER ZIMMERMAN'S OFFICE
 - d. ANSWER: 1) The application of the ordinance would not depend on the profession of the person. If a person meets the criteria for registration, the person would be required to register. 2) Site plans vary too much in nature to give a blanket answer. It would depend on what provisions of the law were involved in review of the site plan and the activity of the person in advocating for the site plan. However, under the version passed on first reading, if the decision on the site plan was discretionary, or under the more recent proposal, if the decision were appealable, it would count toward the threshold for meeting the registration requirement. Under the current ordinance that has been in place since 1986, a contact on a site plan would also count toward the registration threshold, but unless the lobbying contact were made to an assistant department director or higher, or to a City board member (other than in a public meeting), the contact would not be considered lobbying. 3) Yes, if the other criteria for registration were met. The term “person” includes a business entity as well as an individual. 4) A non-discretionary exception is one which does not depend on the judgment of a city official or staff member. That is, if the criteria are met, the exception must be granted, and there is not an appeal to a higher authority. In the version of the ordinance proposed by Council member Pool on Sept 19, the provision that appears as §4-8-3 (D)(10) in the version passed on first reading is omitted. 5) The 26-hour threshold applies to the total amount of paid lobbying a person engages in in a calendar quarter. It's not per client or per issue.
- 3. Agenda Item # 6: Approve a resolution adopting the Austin Convention and Visitors Bureau 2016-2017 marketing plan and proposed budget of \$19,282,933, setting the contract payment in an amount not to exceed \$16,467,574; and authorizing the City Manager to file the approved documents with the City Clerk's Office as required by the Texas Tax Code.
 - a. QUESTION: Please provide a detailed operating budget to support the June 2016 proposed budget and the revised budget. MAYOR PRO TEM TOVO'S

OFFICE

- b. ANSWER: See attachment.
4. Agenda Item # 9: Approve a resolution authorizing the City Manager to award, negotiate and execute cultural arts services contracts for Fiscal Year 2016-2017 in an amount not to exceed \$7,906,244, and authorizing payment in the amount of \$60,000 for Zachary Scott Theatre Center maintenance required under a separate operations agreement.
- a. QUESTION: Can you provide a copy of the operations agreement between the City of Austin and Zack Theater? COUNCIL MEMBER HOUSTON'S OFFICE
- b. ANSWER: Attached is a copy of the Operations Agreement with Zach Scott Theater.
- c. QUESTION: 1) Can legal staff provide an explanation of how it is legal under State Law for the City to provide hotel occupancy tax funding for operations and maintenance at the Zach Scott Theater as a part of the Cultural contracts? 2) In that explanation, can staff provide the specific legal statute, AG opinion, and/or legal opinion that provides legal justification or authorizes this hotel occupancy tax expenditure? COUNCIL MEMBER TROXCLAIR'S OFFICE
- d. ANSWER: State law authorizes the expenditure of revenue from hotel occupancy taxes for the services proposed in all the cultural arts contracts proposed in agenda item 9, including the Zach Scott. Specifically, Texas Tax Code subsection 351.101(a)(4) authorizes revenue from the municipal hotel occupancy tax to be used for "the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms."
- e. QUESTION: Please provide a list of Core Funding recipients. COUNCIL MEMBER KITCHEN'S OFFICE
- f. ANSWER: Attached is a list of recipients by funding category. The budgetary requirements for each category are as follows:
- Organizational Support: 501c organizations with budgets over \$500,000 and an operating history of at least 5 years.
 - Project Support I: Mid-size 501c nonprofit organizations which do not meet the Organizational Support eligibility requirements and/or choose not to apply in that program. They are typically nonprofits with budgets greater than \$100,000.
 - Project Support II: Small 501c nonprofit organizations (typically budgets under \$100,000) and State of Texas nonprofit organizations of any

budget size.

- Project Support III: Individual artists and groups without 501c or State of Texas nonprofit status.

g. QUESTION: 1) Please provide a list of FY 17 Cultural Contracts involving City Property. 2) What is the potential impact of delaying a decision on the contracts? COUNCIL MEMBER KITCHEN'S OFFICE

h. ANSWER: 1) Attached is a list of FY 17 cultural contracts with at least one activity that involves City property. There are 101 contracts on this list totaling \$3,016,317. They represent various cultural funding programs (Core, Cultural Heritage Festivals, and Community Initiatives). This is roughly a quarter of all cultural contracts and a third of all award amounts (total of 387 contracts with a total funding award amount of \$10,441,214). Please note that the contracts are still at a point in the process where the venues could conceivably change. Contractors who are on the list could end up not holding events on City property and vice versa. Further, cultural contractors are permitted to change their venues as needed throughout the course of the contract. 2) Delay of the decision could impact a contractor's ability to begin a project, or even complete a project, if it is scheduled to occur early in the fiscal year. A delay could also have tax implications for the contractors if money is received after December and thus, it cannot be counted as part of their 2016 income. In addition, future Cultural Funding awards could be affected as awards are based on budget size; less funding means a smaller budget which could translate into a smaller award going forward.

5. Agenda Item # 10: Authorize negotiation and execution of a Family Business Loan Program loan in an amount not to exceed \$477,760, funded with proceeds of a U.S. Department of Housing and Urban Development Section 108 loan to the City, to JOSE LUIS SALON DOMAIN LLC to finance machinery, working capital, and soft costs associated with the lease space located at 3100 Esperanza Crossing, Suite 124, Austin, Texas.

a. QUESTION: 1) What is the current balance of funding for program? 2) Is this program 100% HUD funded? If not, please explain. 3) What other companies has received funding? 4) Who is on the FBLP Loan Review Committee? COUNCIL MEMBER GALLO'S OFFICE.

b. ANSWER: See attachment.

6. Agenda Item # 31: Authorize negotiation and execution of a 3-year interlocal agreement with Austin Community College for equipment maintenance, and buildout of up to 7,500 square feet of facility space and small business services for a fashion incubator, located at 6101 Airport Boulevard, Austin, Travis County, Texas, in an amount not to exceed \$355,000. (District 4)

a. QUESTION: Was this expense approved in the FY16 budget? If so, please identify where in the budget documents the description appears. MAYOR

PRO TEM TOVO'S OFFICE

- b. ANSWER: This partnership stems from Resolution 20140807-111, which directed the City Manager to study the economic impact, including the potential for future growth, of the fashion industry in Austin. The Economic Development Department (EDD) was awaiting completion of a needs assessment study by TXP at the time the FY16 budget was developed. Therefore this partnership was one of the many initiatives referred to on page 266, Volume 1, 2015-16 Approved Budget. Funding for this partnership is available in the FY16 Economic Development Department Small Business Program's budget.

The Small Business Program solidified the partners for the Fashion Incubator earlier this fiscal year in response to Resolution 20140807-111. On February 8, 2016, EDD presented TXP's report, The Fashion and Apparel Industries in Austin – Current Impact and Opportunities: Spring 2015, to the Economic Opportunity Committee and indicated the EDD would continue to pursue opportunities to expand the Fashion Industry in Austin. Fashion Industry stakeholders testified to the need for the incubator.

Based on recommendations from the TXP report, this partnership with Austin Community College and Gerber Technology has been formed to produce the Fashion Incubator. ACC is providing 7,500 square feet of free for the incubator, three offices including furnishing as well as hiring the lab technician to run the incubator space. The build out cost to the City of Austin is \$190,000. Gerber Technology is providing \$13 million in design equipment and the city is reimbursing ACC for the rent/maintenance of the equipment's \$55,000 annual maintenance cost. EDD believes that Austin is on the verge of becoming the next fashion hub, and this incubator is the launching pad for recruiting fashion manufactures into the area. Based on current trends, EDD believes this partnership will address the city's need for jobs targeted to the middle-skilled workforce.

7. Agenda Items # 59 AND # 60: 59 - C14-85-288.8 (RCA3) – Lantana Tract 33 – District 8 – Conduct a public hearing to amend a restrictive covenant on property locally known as 6701, 6825-½, and 7045-½ Rialto Boulevard (Barton Creek Watershed; Williamson Creek Watershed-Barton Springs Zone). Staff Recommendation: To grant the amendment to remove net leasable square footage and floor-to-area ratio restriction, reduce the allowable impervious cover and require on-site water quality controls. Planning Commission Recommendation: To grant the amendment to remove net leasable square footage and floor-to-area ratio restriction, reduce the allowable impervious cover and require on-site water quality controls. Owner/Applicant: Lantana Tract 33, LP (Barry P. Marcus). Agent: Smith, Robertson, Elliott & Douglas, LLP (David Hartman). City Staff: Andrew Moore, 512-974-7604. 60 - C14-2016-0011 – Lantana Tract 33 – District 8 – Conduct a public hearing and approve an ordinance amending City Code Chapter 25-2 by rezoning property locally known as 6701, 6825-½, and 7045-½ Rialto Boulevard (Barton Creek Watershed; Williamson Creek Watershed-Barton Springs

Zone) from general office-neighborhood plan (GO-NP) combining district zoning to multifamily residence-moderate-high density-conditional overlay-neighborhood plan (MF-4-CO-NP) combining district zoning. Staff Recommendation: To grant multifamily residence-moderate-high density-conditional overlay-neighborhood plan (MF-4-CO-NP) combining district zoning. Planning Commission Recommendation: To grant multifamily residence-moderate-high density-conditional overlay-neighborhood plan (MF-4-CO-NP) district zoning. Owner/Applicant: Lantana Tract 33, LP (Barry P. Marcus). Agent: Smith, Robertson, Elliott & Douglas, LLP (David Hartman). City Staff: Andrew Moore, 512-974-7604.

- a. QUESTION: Please provide the original agreement with Stratus. MAYOR PRO TEM TOVO'S OFFICE
 - b. ANSWER: See attachment.
8. Agenda Item # 73: C814-2015-0074 - The Grove at Shoal Creek PUD - District 10 - Conduct a public hearing and approve an ordinance amending City Code Chapter 25-2 by zoning property locally known as 4205 Bull Creek Road (Shoal Creek Watershed) from unzoned (UNZ) district zoning to planned unit development (PUD) district zoning. Staff Recommendation: To grant planned unit development (PUD) district zoning. Zoning and Platting Commission Recommendation: To grant planned unit development (PUD) district zoning. Owner/Applicant: ARG Bull Creek, Ltd. (Garrett Martin). Agent: Thrower Design (A. Ron Thrower). City Staff: Sherri Sirwaitis, 512-974-3057.
- a. QUESTION: 1) In January, Council received an estimate for the funding of a Service Extension Request (SER) for the Grove at Shoal Creek Planned Unit Development (PUD). Does staff have an updated cost estimate for extend water service from west of MoPac to the site on Bull Creek Road? 2) Please provide copies of the documents relating to the SER and its approvals, as well as all documents or actions that have been taken since January 2016 on this project. 3) Please provide copies of all documents relating to all development fees the applicant has requested to be waived, information on any waivers the applicant has not requested, and a comparison of these requests with other UD waivers and their status, including if they were approved, then how many were completed and what the total cost to the City and its residents were; if they were not completed, then reasons why. COUNCIL MEMBER POOL'S OFFICE
 - b. ANSWER: 1) Attached, Exhibit A, is a copy of the cost estimate that the developer's engineer provided for construction of the proposed 24-inch transmission main shown in SER-3607. This estimate was provided to Austin Water in December 2015, prior to seeking Council authorization for cost participation for oversizing the proposed water line. 2) A copy of the approved SER is attached, Exhibit B. No additional actions have been taken on this SER since Council approval of the cost participation request on January 28, 2016. A copy of the 1/28/16 Council meeting minutes are also

attached, Exhibit C (pg. 21/22, Item 8). 3) See Exhibits D and E

- c. QUESTION: Please provide information on how the affordable housing proposal for The Grove at Shoal Creek PUD compares with what has been offered in other recent PUD projects. COUNCIL MEMBER GALLO'S OFFICE
- d. ANSWER: See attachment.
- e. QUESTION: 1) What are the total allowable number of dwelling units proposed for this development; and what is the total number of dwelling units that the developer is currently proposing to build? 2) What is the breakdown on the various types of residential dwelling units proposed (how many townhomes, condos, apartments, etc.)? 3) What is the breakdown on total ownership and rental units proposed? 4) Please identify all available examples of Planned Unit Development cases, or conventional zoning cases, where overall square footage allowed was used as a measurement of entitlements in a staff report. 5) How does using overall square footage as a measurement of entitlements reflect City of Austin zoning principles and planning goals? 6) Planning & Zoning staff have stated that the overall square footage reduction recommended in the staff report reflects their perception that the entitlements requested by the Applicant were greater than the community benefits offered. How does the overall square footage reduction balance entitlements with community benefits? 7) What were the metrics for establishing the reduction of 500,000 square feet in overall square footage that staff is recommending? Will the reduction result in less commercial, or will it result in less housing? 8) What metrics were used to establish city staff's suggested baseline zoning map for The Grove site? Did staff use a proportional ratio of zoning districts and existing uses from the surrounding area? 9) Is Council allowed to require a mix of housing types, and a proportional mix of bedrooms in both home ownership and rental units, to ensure a diverse community of families, singles, and seniors? If not, why not? If so, please describe the mechanism for achieving this goal. 10) What percentage of affordable housing, both ownership and rental, is the developer proposing to provide? What are the actual numbers of units for each based on their current proposal? 11) How many fee waivers is ARG requesting, and what is the amount of each fee waiver? 12) Is there a way to ensure that the fee waiver monies are used to underwrite affordable housing units; if so, what is that mechanism? 13) If ARG is granted 250,000 more square feet of entitlements for residential uses (as per Zoning & Platting Commission recommendation), how many more affordable housing units would be provided? Please provide a breakdown of how many ownership units would be included, and how many rental. 14)


If the affordable ownership units are proposed to be in a condo building, how will the annual condo fees be factored into the monthly cost for the homeowner? Is there a plan for "sliding scale" or exemption from those fees? 15) If the developer were to participate in the "Tier 3" or density bonus program (LDC 2.5.2) for Planned Unit Developments, and the Council were to accept Planning & Zoning staff's recommendation on the baseline of 1.89


million square feet, what is the total amount of affordable units (ownership and rental) that would be provided? Please also calculate that total if the Council were to approve a 1.2 million square foot baseline. 16) What is the long-term monitoring method at NHCD that will be used for the affordable units at The Grove? 17) ATD and DSD staff have reported that ARG's proposal is not superior when it comes to transportation. What would make it superior? Please provide a detailed list. 18) The developer received a 5% transit reduction on their trip count based on the existence of the # 19 Capital Metro bus line along Bull Creek Road. Despite Capital Metro's Connections 2025 projection that the # 19 will be eliminated, ARG continues to receive the transit reduction on their trip count. ATD Director Rob Spillar comments in his September 13, 2016 memo that "the transit services on 35th Street are within one quarter mile of the development" and that the trip reductions are "reasonable." (Capital Metro's "Service Guidelines and Standards" refer to walking distance as one quarter mile.) However, no portion of the proposed site appears to be within one quarter mile of the 35th Street Cap Metro bus service. Please identify the closest bus stops from both the northern and southern portions of the site and provide the walking distance from those stops to the site. Each tract on the site is allowed to have residential units. Please list the walking distance from the center of each tract to the closest bus stop. 19) In the September 13, 2016 DSD memo, three development cases (Triangle, Mueller, and Garza tract) were cited as examples where the City Traffic Engineer is "fully vested in the position being taken" and "participated in the review and determination of the appropriate response." Please name the front line staff on those three cases who were responsible for the technical review of the TIA, and the management staff responsible for overseeing that review. Please name the staff member who signed the TIA memos for those cases. Please name the front line staff on The Grove responsible for the technical review of the TIA, and the management staff responsible for overseeing that review. Please name the staff member who signed the TIA memo for this case. 20) Does ATD, DSD, or Planning & Zoning Department have a monitoring system for Transportation Demand Management Programs? If so, what is it, and which department takes responsibility?

COUNCIL MEMBER POOL'S OFFICE

f. ANSWER: See attachments.

END OF REPORT - ATTACHMENTS TO FOLLOW

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

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

AUSTIN CONVENTION & VISITORS BUREAU

Proposed Budget 2016 - 2017

REVENUE	Proposed FY2017	Amended FY2016	Estimated FY2016
City Contract - Hotel Occupancy Tax	16,472,944	14,473,733	14,473,733
Private Sector Revenue			
Retail Revenue	1,107,500	1,022,000	1,022,000
Publication Sales	20,000	20,000	20,000
Rack Rental	15,000	15,000	15,000
Partnership Revenue	636,500	504,000	504,000
Austin Sports Commission Revenue	118,000	72,500	72,500
Services Billed	256,000	235,000	235,000
Donated Services	415,000	365,000	365,000
Interest Income	600	300	300
Accrued Sponsorship Revenue	2,240,600	306,100	306,100
Sub-Total, Private Sector Revenue	4,809,200	2,539,900	2,539,900
 TOTAL REVENUE	 21,282,144	 17,013,633	 17,013,633
 BUDGET BY PROGRAM			
Convention Sales & Services	* 8,549,623	6,549,660	6,549,660
Marketing	** 6,123,813	5,646,013	5,646,013
Finance/Administration/IT	2,367,554	1,891,644	1,891,644
Music & Film	607,399	486,509	486,509
Visitor Center	1,605,755	1,439,807	1,439,807
Reserve Fund	2,028,000	1,000,000	1,000,000
 TOTAL	 21,282,144	 17,013,633	 17,013,633
 CHANGE IN NET ASSETS	 -	 -	 -
	FY2016/17 Percentage Allocation	FY2015/16 Percentage Allocation	
Convention Sales	* 22%	28%	
Convention Services	* 13%	6%	
Convention Services - Housing	* 1%	2%	
Tourism Sales	* 3%	3%	
Marketing/Advertising	** 29%	33%	
Music & Film	3%	3%	
Visitor Center	8%	8%	
Finance/Administrative/IT	11%	11%	
Reserve Fund	10%	6%	
	100%	100%	

AUSTIN CONVENTION & VISITORS BUREAU

Proposed Budget 2016 - 2017

	Original Proposed FY2017	Budget Cuts from Original	Amended Proposed FY2017	Amended FY2016	Estimated FY2016
REVENUE					
City Contract - Hotel Occupancy Tax	16,472,944	1,999,211	14,473,733	14,473,733	14,473,733
Private Sector Revenue					
Retail Revenue	1,107,500	-	1,107,500	1,022,000	1,022,000
Publication Sales	20,000	-	20,000	20,000	20,000
Rack Rental	15,000	-	15,000	15,000	15,000
Partnership Revenue	636,500	-	636,500	504,000	504,000
Austin Sports Commission Revenue	118,000	-	118,000	72,500	72,500
Services Billed	256,000	-	256,000	235,000	235,000
Donated Services	415,000	-	415,000	365,000	365,000
Interest Income	600	-	600	300	300
Draw on Reserve Fund for Convention Commitments (PCMA, John Deere, etc.)	2,240,600	-	2,240,600	306,100	306,100
Sub-Total, Private Sector Revenue	4,809,200	-	4,809,200	2,539,900	2,539,900
TOTAL REVENUE	21,282,144	1,999,211	19,282,933	17,013,633	17,013,633
BUDGET BY PROGRAM					
Convention Sales & Services ¹	* 8,549,623	189,500	8,360,123	6,549,660	6,549,660
Marketing ²	** 6,123,813	1,000,885	5,122,928	5,646,013	5,646,013
Finance/Administration/IT ³	2,367,554	40,400	2,327,154	1,891,644	1,891,644
Music & Film ⁴	607,399	38,575	568,824	486,509	486,509
Visitor Center ⁵	1,605,755	24,500	1,581,255	1,439,807	1,439,807
Current and Future Convention Commitments ⁶	2,028,000	705,351	1,322,649	1,000,000	1,000,000
TOTAL	21,282,144	1,999,211	19,282,933	17,013,633	17,013,633
CHANGE IN NET ASSETS	-	-	-	-	-

	FY2016/17 Percentage Allocation	FY2016/17 Percentage Allocation	FY2015/16 Percentage Allocation
Convention Sales	* 22%	24%	28%
Convention Services	* 13%	15%	6%
Convention Services - Housing	* 1%	2%	2%
Tourism Sales	* 3%	3%	3%
Marketing/Advertising	** 29%	27%	33%
Music & Film	3%	3%	3%
Visitor Center	8%	8%	8%
Finance/Administrative/IT	11%	12%	11%
Current and Future Convention Commitments	10%	7%	6%
	100%	100%	100%

¹ Convention Sales & Services Reductions - Welcome banners, production and installation (\$50,000); Regional Sales Calls (\$12,000); Professional Development (\$10,500); FAMS & Site Visits (\$15,000); Industry Relations (\$10,000); Tradeshow (\$61,000); Research (\$31,000)

² Marketing - Advertising Production/Placement (\$393,000); Heritage Grants (\$200,000); NME Sponsorship (\$300,000); Diversity Brochure, Print and Digital (\$30,000); Soul and Latin CD's (\$15,000); Media/Client Relations (\$16,000); Media FAMS & Site Visits (\$7,750); International Marketing (\$18,500); Trade Shows (\$7,635); Professional Development (\$11,000); Business Development Task Force (\$2,000)

³ Finance/Admin/IT - Professional Development (\$11,800); Hardware (\$15,400); Software (\$5,600); Staff Benefits (\$6,500); Supplies (\$1,100)

⁴ Music & Film - CD Release Event (\$1,200); Special Promotions and Events (\$7,000); SXSW Sponsorship (\$1,500); Musicians for Events (\$13,550), Local and Live (\$8,000); Sundance (\$5,500); Scout Recruitment (\$1,200); Professional Certifications (\$500); Professional Development (\$125)

⁵ Visitor Center - Staffing, replace FT with PT (\$21,000); Professional Development (\$2,500); Special Promotions (\$1,000)

⁶ Current and Future Convention Commitments - reduce budget for PCMA by \$250,000, commitments to book future conventions by \$455,351

OPERATING AGREEMENT

This Agreement is by and between the City of Austin, a home rule city, municipal corporation and political subdivision of the State of Texas (hereinafter referred to as the "City") and Zachary Scott Theatre Center, Inc., a Texas non-profit corporation (hereinafter referred to as "ZSTC").

R E C I T A L S:

WHEREAS, the City is the owner of the performing arts facilities located at 1421 West Riverside Drive, Austin, Texas 78704 (hereinafter referred to as the "Theatre"); and

WHEREAS, the City and ZSTC have entered into a General Agreement Between the City of Austin and Zachary Scott Theatre Center, Inc., dated Nov. 17th, 1987, pursuant to which the City and ZSTC have agreed to enter into an Operating Agreement whereby ZSTC shall be the operator of the Theatre and provide services at the Theatre; and

WHEREAS, City and ZSTC desire to enter into such Operating Agreement setting forth the respective rights and obligations of the City and ZSTC with respect to ZSTC's operations, all on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, the City and ZSTC agree as follows:

1. Appointment of Operator. The City hereby grants to ZSTC, subject to the terms and conditions hereinafter set forth, the exclusive right to operate the Theatre. During the term of this agreement the Theatre shall be leased to ZSTC for \$1.00 per year, during which time ZSTC shall have the exclusive right of possession of the Theatre and the property on which it is located. The parties agree that the operation of the Theatre shall not affect ZSTC's right to provide programs and services at other locations, all as ZSTC may determine from time to time. The right to operate the Theatre shall include the authority over the administration, operation and management of the Theatre and the programs and services provided at other sites, and all decisions in connection therewith, including but not limited to such matters as policy and procedure, programming, personnel, budget and fiscal matters, except to the extent expressly limited by the terms of this Agreement. Provided, however, ZSTC agrees to receive, review

and give consideration to suggestions and recommendations from the City on such matters.

2. Term. The term of this Agreement shall be a period of ninety-nine (99) years from and after the date of this Agreement; provided, however, that after the first five (5) years of such term, ZSTC shall have the right to terminate this Operating Agreement by giving written notice of its intent to terminate to the City at least twelve (12) months prior to the effective date of such termination.

3. Operating and Maintenance Costs. All operating and maintenance costs for the Theatre, including without limitation normal repair and maintenance of the premises, janitorial services, landscaping, utility costs, security, furnishings, advertising and promotional expenses, public information costs, salaries, insurance, ZSTC's overhead and administrative expenses, development expenses, and program costs (hereinafter collectively "the Theatre Costs"), shall be paid by ZSTC, subject to the City's obligations to ZSTC as provided in paragraph 4, below.

4. City's Funding Obligation. Pursuant to the City's current Cultural Arts Major Facilities Policy, the City agrees to provide the following services for the Theatre. The following described services may be expanded or reduced to reflect any amendments made by City Council to the Cultural Arts Major Facilities Policy.

- (a) Repair and maintenance of the Theatre and the site where it is located;
- (b) Minor modifications to the Theatre;
- (c) Janitorial services at the Theatre;
- (d) Insurance for the Theatre (and all improvements, furniture, fixtures and equipment), including fire and extended coverage and other casualty insurance (including theft) and liability insurance; and
- (e) All uninsured losses from fire and casualty losses (including theft).

In the event the City fails to provide the above-described services in a timely manner, ZSTC shall notify the City, in writing, of the required services and the time period within which these services are needed. If the City fails to respond to ZSTC within thirty (30) days following its receipt of said notice, ZSTC

may secure said services from another source and submit to the City a report outlining the services provided and costs incurred. The City shall pay its share of such costs within thirty (30) days after receipt of such written report.

In addition to the above reimbursement, ZSTC shall be entitled to receive from the City an amount equal to not less than 5.29% of the Cultural Arts Portion of the City's Hotel Occupancy Tax beginning in the fiscal year of 1988/89 and continuing during the term of this Agreement, to support ZSTC's operation of the Theatre, which amount shall be paid to ZSTC in monthly installments. As used herein, the "Cultural Arts Portion of the City's Hotel Occupancy Tax" shall mean that portion of such tax collected by the City equal to 1% of the consideration paid by the occupant of the sleeping room to the hotel as established by state law. The percentage of said tax revenue to be allocated to ZSTC shall be subject to review after five (5) years and may be adjusted based on available revenue and/or changes in ZSTC's operating budget.

The City and ZSTC agree to use due diligence to locate additional sources of supplemental funding for Theatre's operations, including but not limited to (i) a voluntary, downtown district with specific commitments to the support of ZSTC; (ii) creation of a special art district with taxing authority through the passage of special enabling legislation; (iii) additional non-general fund tax revenues of the City; and (iv) contracts with the City for the delivery of cultural arts programs as may be agreed to from time to time.

The City, at its option, may contribute funds specifically dedicated to acquisitions, capital construction and/or special projects, in addition to its foregoing funding obligations.

5. Theatre Programming. In consideration of the City's provision of payments and services under this agreement, ZSTC shall provide theatrical performances at the Theatre to the public throughout the year. Prior to each fiscal year ZSTC will submit to the City a detailed description of the programs planned for that fiscal year. ZSTC shall have the sole authority to determine the programs that will be presented to the public at the Theatre. No person, entity or organization shall have the authority to program the Theatre, or any other location at which ZSTC may provide programs, or have the right to approve or disapprove programs presented by ZSTC at any location. ZSTC may, at its

option, permit other arts organizations to prepare and present programs if done in consultation with ZSTC and ZSTC approves such programs prior to presentation to the public.

6. Use of Theatre. ZSTC will provide access for non-profit theatre and dance organizations and other members of the public to the Theatre on a space available basis as determined by ZSTC on a first-come, first-serve basis. ZSTC shall adopt procedures to ensure that non-profit theatre and dance organizations have reasonable access to such facilities. Notwithstanding the foregoing, ZSTC may adopt procedures to ensure that events sponsored by ZSTC will be given first priority in scheduling the use of the Theatre. No organization other than ZSTC shall have the right to conduct fund raising events at the Theatre, except with the prior written consent of the City Manager and ZSTC. ZSTC may charge third parties using the Theatre a fee based on a fee schedule to be established annually by ZSTC in accordance with guidelines as specified in Exhibit "A" which is attached hereto and incorporated herein. The income derived from such fees shall be used to defray ZSTC's share of Theatre Costs. ZSTC shall have the right to adopt rules and regulations governing the use of the Theatre, which rules and regulations may address any and all aspects of such use, including without limitation the following issues:

- (a) Required insurance coverage for users;
- (b) Content of printed programs;
- (c) Advertising which uses the name "Zachary Scott Theatre Center" or any variation thereof;
- (d) Assurances of payment for user expenses, such as payments to ZSTC, promotion fees, artists fees, artist expenses, advertising expenses, costs of printed programs and payment for insurance coverage;
- (e) Service of food and beverages; and
- (f) Handling of ticket sales and box office.

ZSTC agrees to provide to the City copies of the fee schedule established annually by ZSTC, and all rules and regulations adopted by ZSTC governing the use of the Theatre.

The City shall have the right to use the Theatre, but not ZSTC staff, free of charge of the base rate for use of the facility, for up to eighteen (18) facility use days per year

(based upon the City's fiscal year), beginning in fiscal year 1989/90 or when two (2) spaces become available, whichever occurs first, and provided further that such space is available pursuant to the normal booking procedures then in force by ZSTC. The City and ZSTC shall negotiate in good faith to determine the sequencing and space to be provided to the City. Days to be provided to the City free of charge may be changed annually by mutual agreement of the City and ZSTC.

7. Admission Fees. ZSTC may charge admission fees in connection with performances or activities at the Theatre. In addition, ZSTC shall have the right to charge user fees for special services, such as educational classes. The amount of such admission and user fees shall be used to defray ZSTC's share of Theatre Costs. Upon receipt, ZSTC shall furnish no less than six (6) complimentary tickets to any ZSTC sponsored event, for use by the City; provided that the number of complimentary tickets may be changed annually by mutual agreement of the City and ZSTC.

8. Hours of Operation. ZSTC shall keep the Theatre open a minimum of thirty-five (35) hours per week, subject to reduction as is reasonably necessary to permit repairs to the Theatre, to permit installation and removal of sets, or in observation of normal holidays.

9. Name of Theatre. During the term of this Agreement, the Theatre shall be called "Zachary Scott Theatre Center".

10. Collateral Uses of the Theatre. ZSTC shall have the right to use portions of the Theatre for collateral uses, including without limitation, restaurant, catering services, beverage service, coffee shop, or gift shop purposes, or for ZSTC's administrative offices, in which event the income, if any, derived from such uses shall be used to defray ZSTC's share of Theatre Costs; provided, however, such collateral uses, excluding ZSTC's administrative offices, shall not use more than Ten Thousand (10,000) square feet of the theatre unless authorized by the prior written consent of the City, and ZSTC's administrative offices shall not use more than Ten Thousand (10,000) square feet of the Theatre unless authorized by the prior written consent of the City. Provided, however, that if the amount of area allocated to collateral uses should, in the reasonable opinion of the City's Bond Counsel, cause the City's bonds to become taxable, in whole or in part, the City and ZSTC agree to reduce the area devoted to collateral uses to such extent as may be necessary to preserve the tax exempt status of said bonds. By the word "bonds" is meant only those outstanding bonds issued or sold by the City to finance the Theatre identified and defined in the General Agreement, of even date herewith, between the City and ZSTC.

11. Subcontracting Theatre Services. ZSTC, at its option, may contract with third parties to provide some of the services involved in the collateral uses at the Theatre. Any such contract shall be subject to City requirements relating to nondiscrimination.

12. Reports to City. During the term of this Agreement, ZSTC agrees to provide to the City through the Parks and Recreation Department the following information:

- (a) A true and correct copy of ZSTC's corporate charter, with amendments, if any, and an accurate, complete copy of its bylaws, and any amendments thereto, together with true and correct copies of subsequent amendments to the charter or the bylaws as they become effective.
- (b) The names and addresses of all members of the Board of Directors of ZSTC, and the names of all future directors, as they are elected.
- (c) Copies of ZSTC's personnel rules and regulations governing the conduct of its employees, and any subsequent amendment thereto as such amendment is adopted.
- (d) True and correct copies of the minutes of meetings of the Board of Directors, as finally approved by the Board of Directors.
- (e) Quarterly reports within thirty (30) days after the end of a quarter reflecting all performances at the Theatre during that quarter and all other programmatic services that have been provided to the public during that quarter.
- (f) Quarterly reports within thirty (30) days after the end of a quarter setting forth financial and attendance information with respect to the programs and other services provided by ZSTC, together with copies of pertinent publicity and programs in connection therewith, and any newsletter published by ZSTC during such quarter.

- (g) When requested by the City, separate event reports containing financial and attendance information with respect to each separate event presented by ZSTC within sixty (60) days after completion of the event.
- (h) ZSTC's annual budget, and any amendment thereto, within fifteen (15) days after the same is adopted.

Quarterly reports and event reports specified in this Section will be made on forms provided by the City.

13. Financial Information. In addition to the monthly reports of Theatre Costs, as set forth above, ZSTC annually shall provide to the City a financial audit of ZSTC's operations for ZSTC's most recently completed fiscal year. Such audit shall be provided to the City within fifteen (15) days after such audit is accepted by the Board of Directors of ZSTC.

ZSTC's financial records shall be available for inspection and copying by the City during ZSTC's normal business hours and at ZSTC's business office, or at the office of its accountants, upon three (3) days written notice from the City to ZSTC.

14. Ex Officio Members. During the term of this Agreement, the City's Mayor, City Manager, and Director of Parks and Recreation Department or his designee shall be non-voting ex officio members of the Board of Directors of ZSTC. ZSTC agrees to amend its by-laws to provide for such ex officio positions.

15. Acknowledgment of City Support. ZSTC will acknowledge City support in all printed materials and other advertisement pertinent to the programs presented by ZSTC in substantially the following form: "This program is funded in part by the City of Austin," or in such other form as the City may reasonably request in the future. ZSTC will also acknowledge City support in the construction of the Theatre by placing a plaque adjacent to the main entrance to the Theatre, or by other means agreed upon by the parties.

16. Termination. This Agreement may be terminated under the following conditions, but no others:

- (a) By the non-defaulting party in the event of any default under this Agreement by the other party, provided that the non-defaulting party has first provided to the defaulting party written notice specifying such event of default, and provided further that the defaulting party has failed to cure such event of default within thirty

(30) days after receipt of such written notice; provided, however, that if the event of default is such that, by its nature, cannot reasonably be cured within such thirty (30) day period, then the defaulting party shall not be deemed to be in default for purposes of this subsection if it has, within such thirty (30) day period, begun reasonable efforts to cure such default and pursues such efforts with reasonable diligence thereafter until such default is cured.

(b) By ZSTC as provided in Section 2, above.

(c) By either party upon termination of the Lease of the Theatre of even date herewith between the City and ZSTC.

17. Relationship Between the City and ZSTC. In acting as operator pursuant to this Agreement, ZSTC shall be an independent contractor, and nothing herein shall be deemed to constitute the City and ZSTC as partners or joint venturers. Nothing in this Agreement shall alter in any manner the status of personnel employed by ZSTC, who shall in no event be deemed to be employees of the City.

18. Nondiscrimination. ZSTC hereby acknowledges its commitment not to discriminate on account of race, color, sex, age, handicap, religion or national origin, in employment practices (unless age or handicap is a bona fide occupational qualification) or in the use of, or admission to ZSTC programs.

19. ZSTC Directors. It is recognized that it is the intent of ZSTC that the Directors elected to its board shall provide broad representation of the community interests in the promotion and presentation of the arts, consistent with ZSTC's purpose and policies as set forth in ZSTC's by-laws.

20. Tax Exempt Status. ZSTC warrants (i) that it is a tax exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, (ii) that ZSTC will maintain such status at all times during the term of this Agreement, and (iii) that its use of the Theatre shall, during the term of this Agreement, be in furtherance of ZSTC's exempt purposes under said Section.

21. Compliance with Laws. ZSTC agrees that it will strictly observe and abide by all applicable laws and ordinances of the City of Austin, the State of Texas, United States of America, and any other applicable political subdivision, as the

same now exist or as may hereafter be amended; provided, however, that nothing herein shall permit the City to amend the terms of this Agreement by ordinance or other action.

22. Notices. Any notice, payment, report or other matter required or permitted to be given by either party to the other may be effected either by a personal delivery to the address set forth below, or by certified mail, postage prepaid, return receipt requested, properly addressed to the appropriate address set forth below.

If to the City, to:

The City of Austin
c/o City Manager
P. O. Box 1088
Austin, Texas 78767-8828

With a copy to:

Parks and Recreation Dept.
P. O. Box 1088
Austin, Texas 78767-8828

If to ZSTC, to:

Zachary Scott Theatre Center, Inc.
P. O. Box 244
Austin, Texas 78767
Attention: Elota Patton

Either party may change its address by written notice to the other in accordance with the terms of this section.

23. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

24. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Travis County, Texas.

26. Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties to this Agreement

with respect to the subject matter contained herein, and super-
sedes any prior understandings, or written or oral agreements
between the parties concerning such subject matter.

27. Amendment. This Agreement may be amended only by
written document, duly executed by the City and ZSTC.

EXECUTED as of the 24th day of November, 1987.

THE CITY OF AUSTIN, TEXAS

RW

By

Libby Watson

Name:

LIBBY WATSON

Title:

ASST City Manager

ZACHARY SCOTT THEATRE CENTER, INC.

By

Philip Maxwell

Name:

PHILIP MAXWELL

Title:

Legal Counsel

EXHIBIT "A"

Guidelines for Setting Rates for Use of
ZSTC Theatre Facilities

1. In setting rates, the following factors will be considered:
 - type of user (profit or non-profit)
 - type of event (performance/film/meeting/workshop/etc.)
 - actual costs to operate
 - market (rates charged by similar facilities for similar events)
 - time of week (weekday vs. weekend)
 - time of day (day vs. night)
 - extraordinary utility or security requirements
2. The rate structure will be tiered as follows:
 - non-profits will be charged less (15-20%) than profit groups
 - a lower rate will be charged for certain daytime events (lectures, meetings, etc.) which require very little overhead costs
 - a lower rate may be charged for weekday events (Mon.-Thurs.)
3. The base rate for use of the facilities will be competitive with similar facilities.
4. Extra costs will be added to the base rate for "extra" services such as:
 - stage lighting
 - stage labor and services (technicians, labor)
 - house labor and services (house manager, usher)
 - video/audio equipment and technician services
 - dance floor
 - alcohol and food catering
 - (ordinary custodial maintenance will be provided as part of the base rate)
5. Box office may initially be handled by user group (unless in co-sponsorship with ZSTC) although ZSTC shall have the right to develop or contract for a box office service which users must employ.

Exhibit "G"

LEASE

THIS IS A LEASE, made and entered into this 24th day of November, 1987, by and between City of Austin, a municipal corporation, hereinafter referred to as "Lessor", and the Zachary Scott Theatre Center, Inc., a Texas non-profit corporation, hereinafter called "Lessee".

W I T N E S S E T H:

1. DEMISED PREMISES

Lessor hereby leases to Lessee and Lessee takes and leases in an "as is" condition from Lessor, for the term and upon the covenants and conditions herein, that area of land described and shown on Exhibit "A" which is attached hereto and made a part hereof. Said leased area shall hereinafter be referred to as "Demised Premises".

2. OPERATING AGREEMENT

This lease is executed at the same time as execution of that certain "Operating Agreement" by and between the parties to this Lease, and dated of even date herewith. Said "Operating Agreement" is hereby incorporated into this Lease and made part hereof as fully and completely as if copies verbatim herein. Notwithstanding the incorporation by reference herein of said "Operating Agreement", in the event of conflict between the terms of this Lease and the terms of the "Operating Agreement", the "Operating Agreement" shall control, except as herein otherwise provided.

3. TERM AND RENT

A. The term of this Lease shall be for a period of ninety-nine (99) years from and after the date of the Lease; provided, however, that after the first five (5) years of such term, Zachary Scott Theatre Center shall have the right to terminate this Lease by giving written notice of its intent to terminate to the City at least twelve (12) months prior to the effective date of such termination.

B. Notwithstanding anything in this Lease to the contrary, none of Lessee's obligations hereunder shall commence until issuance of a certificate of occupancy for the theatre building to be constructed on the Demised Premises as contemplated by the General Agreement between the City of Austin and Zachary Scott Theatre Center, dated Nov. 17, 1987 (the "General Agreement").

C. As rental consideration, Lessee agrees to execute that certain "Operating Agreement" identified in paragraph 2 hereof, and further agrees to pay the sum of One (\$1.00) Dollar per year for each year this Lease remains in effect. Lessee may pay any and all rentals due for the full ninety-nine (99) year term in advance.

4. LICENSES, PERMITS, COMPLIANCE WITH LAWS

Lessee will be responsible for compliance with all federal, state and local laws, ordinances and regulations in connection with the construction and operation of all facilities and improvements on the Demised Premises; Lessee will also be responsible for obtaining all necessary permits, licenses and other such approvals required for the construction and operation of all facilities and improvements on the Demised Premises.

5. CONSTRUCTION OF IMPROVEMENTS BY LESSEE

A. Initial Construction of Theatre. Nothing in this Lease shall affect the respective obligation of Lessor and Lessee to construct a theatre on the Demised Premises as required under the General Agreement.

B. Lessor's Consent. No other structures, improvements, or facilities shall be constructed, erected, altered, or made within the Demised Premises, except in accordance with the approved Construction Documents (except for nonstructural repairs or renovations) without prior written consent of Lessor, acting through its City Council, which consent will not be unreasonably withheld. Any conditions relating to the manner, method, design, and construction of said structures, improvements or facilities reasonably fixed by Lessor shall be conditions hereof as though originally stated herein.

C. Substantial Compliance with Construction Documents. All improvements constructed by Lessee within the Demised Premises shall be constructed in substantial compliance with Construction Documents approved by Lessor, which approval shall not be unreasonably withheld. Lessor reserves the right to make inspections during construction so long as they do not unreasonably interfere with the progress of the work.

D. Record Drawings. Within sixty (60) days following completion of any substantial improvement within the Demised Premises, Lessee shall furnish Lessor a complete set of Record Drawings.

E. Improvements to Become Property of Lessor. All buildings, improvements and facilities, exclusive of trade fixtures,

constructed or placed within the Demised Premises by Lessee must, upon completion, be free and clear of all liens, claims or liability for labor or materials (except liens securing permanent financing) and shall become the property of Lessor at the expiration of this Lease or upon earlier termination hereof.

F. Mechanics Liens. Lessee shall at all times indemnify and save Lessor harmless from all claims for labor or materials in connection with construction, repair, alteration or installation of structures, improvements, equipment or facilities within the Demised Premises, other than the initial construction of the theatre pursuant to the General Agreement, and from the cost of defending against such claims, including attorney's fees.

In the event a lien is imposed upon the Demised Premises as a result of such construction, repair, alteration or installation Lessee shall either:

1. Record a valid Release of Lien, or
2. Deposit sufficient cash with a title company of Lessor's choice to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim, or
3. Procure and record a bond in accordance with the laws of the State of Texas which frees the Demised Premises from the claim of the lien and from any action brought to foreclose the lien.

Should Lessee fail to accomplish one of the three optional actions within thirty (30) days after receiving notice from Lessor of the filing of such lien, the Lease shall be in default and shall be subject to immediate termination, notwithstanding provisions in the "Operating Agreement" limiting the grounds for termination by City.

6. MAINTENANCE

Subject to the terms of the Operating Agreement, Lessee shall keep and maintain the building to be erected on the Demised Premises, both interior and exterior, in first class condition for the first twenty-five (25) years of this Lease and thereafter in good condition and in substantial repair, reasonable wear and tear excepted. Subject to the terms of the Operating Agreement, Lessee shall further, to the reasonable satisfaction of the Lessor, keep and maintain the Demised Premises, save and except the building erected thereon as hereinbefore provided, in good condition and in

substantial repair, reasonable wear and tear excepted. It shall be Lessee's responsibility to take all steps necessary or appropriate to maintain such a standard of condition and repair, subject to reimbursement as provided in the Operating Agreement.

If Lessee fails to maintain or make repairs or replacements as required herein, Lessor may notify Lessee in writing of said failure. Should Lessee fail to correct the situation within a reasonable time thereafter, Lessor may make the necessary correction and the cost thereof, including, but not limited to, the cost of labor, materials and equipment and administration, shall be paid by Lessee within ten (10) days of receipt of a statement of said cost from Lessor, subject to any credit allowed in the Operating Agreement. Lessor may, at its option, choose other remedies available herein, or by law.

7. INSURANCE

Lessor shall maintain insurance acceptable to Lessee in full force and effect throughout the term of this Lease, the cost of which insurance shall be borne as provided in the Operating Agreement.

Should Lessor fail to procure the coverage provided herein, Lessee, after notice to Lessor, reserves the right to procure such coverage and to bill Lessor the cost thereof, subject to reimbursement as provided in the Operating Agreement.

8. INDEMNIFICATION

A. Indemnification by Lessee. Lessee shall indemnify and save harmless Lessor, its officers, agents and employees from and against any and all claims, demands, loss or liability of any kind or nature which Lessor, its officers, agents and employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner resulting from the negligence of Lessee, its officers, agents, employees, subtenants, licensees, patrons, visitors or contractors.

B. Indemnification by Lessor. To the extent allowed by law, Lessor shall indemnify and save harmless Lessee, its officers, agents and employees from and against any and all claims, demands, loss or liability of any kind or nature which Lessee, its officers, agents and employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner resulting from the negligence of Lessor, its officers, agents, employees, subtenants, licensees or contractors.

C. Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Lessor and Lessee hereby waive any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers, and employees for any loss or damage that may occur to the Demised Premises or any improvements thereto, or contents thereof, by reason of fire, the elements or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the parties hereto, their agents, officers and employees. On or prior to the Commencement Date, Lessor and Lessee each shall deliver to the other written evidence from such party's insurance carrier of: (a) such insurance carrier's approval of the waiver of subrogation herein made and agreement that the same shall be effective against it and (b) that the waiver of subrogation herein made shall not invalidate such party's insurance coverage. Nothing in the preceding two sentences shall in any way limit the liability of Lessee in the event of default on the part of Lessee in obtaining any insurance coverage required by this Lease.

9. TAXES

All taxes and assessments which become due and payable upon the Demised Premises or Lessee's leasehold interest in the Demised Premises and upon any improvements constructed on the Demised Premises or upon fixtures, equipment or other property installed or constructed thereon, shall be the full responsibility of Lessee and Lessee shall cause said taxes and assessments to be paid promptly and before delinquency. Provided, however, that Lessee may, in good faith, by appropriate legal proceedings, contest the assessment or the legality, validity or enforceability thereof, if Lessee shall escrow with Lessor, or with any mortgagee of Lessee having a lien on the improvement to be constructed by Lessee on the Demised Premises, the amount equal to the tax assessed (or in the amount required under any mortgagee's tax escrow, whichever is less), and Lessee, upon final determination of any such proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interest and penalties incidental to the decision or judgment. Lessor agrees that it will join with Lessee in any such proceeding or contest brought by Lessee, if it is required by law to do so, so long as Lessor is not required to bear any costs and so long as there is no conflict of interest on the part of Lessor as reasonably determined by City Attorney for Lessor. Lessee shall also have the right, at its cost and expense, to at any time seek a reduction of the assessed valuation of the improvements on the Demised Premises.

10. UNLAWFUL USE

Lessee agrees no improvements shall be erected, placed upon, operated or maintained within the Demised Premises, nor any business conducted or carried on therein or therefrom, in violation of the terms of this Lease, or of any regulation, order of law, statute, by-law or ordinance or a governmental agency having jurisdiction.

11. DISPOSITION OF ABANDONED PERSONAL PROPERTY

If Lessee abandons the Demised Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to Lessee and left on the Demised Premises forty-five (45) days after such abandonment or dispossession shall be deemed to have been transferred to Lessor. Lessor shall have the right to remove and to dispose of such property without liability therefor to Lessee or to any person claiming under Lessee, and shall not be required to account therefor.

12. TERMINATION

This Lease may be terminated under the following conditions, but no others:

- (a) By the non-defaulting party in the event of any default under this Lease by the other party, provided that the non-defaulting party has first provided to the defaulting party written notice specifying such event of default, and provided further that the defaulting party has failed to cure such event of default within thirty (30) days after receipt of such written notice; provided, however, that if the event of default is such that, by its nature, cannot reasonably be cured within such thirty (30) day period, then the defaulting party shall not be deemed to be in default for purposes of this subsection if it has, within such thirty (30) day period, begun reasonable efforts to cure such default and pursues such efforts with reasonable diligence thereafter until such default is cured.
- (b) By Zachary Scott Theatre Center as provided in Section 3, above.
- (c) By the City upon the occurrence of the event or events specified in paragraph 16 hereof.
- (d) By either party upon termination of the Operating Agreement.

13. HOLDING OVER

In the event Lessee shall continue in possession of the Demised Premises after the expiration or sooner termination of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants in this Lease.

14. TAX EXEMPT STATUS

Zachary Scott Theatre Center warrants that it is a tax exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, and that Zachary Scott Theatre Center will maintain such status at all times during the term of this Lease, and that its use of the Demised Premises shall, during the term of this Lease, be in furtherance of the Lessee's exempt purposes under said Section.

15. TAX EXEMPT STATUS OF ASSIGNEE

Any assignment or sublease of this Lease shall be made only with the consent of Lessor and only to a tax exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, and any such assignment or sublease shall require, as a condition to continuation thereof, that such entity will maintain such status at all times during the term of any such assignment or sublease. Providing, however, this paragraph shall not inhibit the authority of Lessee to sublease space for "collateral uses" as provided in paragraph 10 of the Operating Agreement.

16. PROTECTIVE CONDITION

The covenants contained in paragraph 14 and 15 of this Lease are expressly made conditions to the continuation of this Lease. If, in the reasonable opinion of the City's bond counsel, (a) Lessee should cease to be a tax exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or (b) the tax laws or regulations should be amended so as to disqualify the tax exempt status of bonds issued or sold, as the case may be, then, in either such event, and only after the City has given written notice to Zachary Scott Theatre Center of the opinion of its bond counsel, the following process, in the order of preference stated hereinbelow, shall be followed:

-
- (i) Zachary Scott Theatre Center shall have the option to negotiate amendments to the Lease and the Operating Agreement that are acceptable to the City's bond counsel, and City shall be obligated to accept the least disruptive terms acceptable to said bond counsel;

- (ii) if the amendment or amendments proffered by Zachary Scott Theatre Center within thirty (30) days of notice will not, in the reasonable opinion of bond counsel, save the tax exempt status of the City's bonds, the City shall have the option to terminate this Lease and the Operating Agreement; and
- (iii) if no amendment is proffered by Zachary Scott Theatre Center within thirty (30) days of the notice stated hereinabove, the City shall have the option to terminate the Lease and the Operating Agreement.

By the word "bonds" is meant only those outstanding bonds issued or sold by the City to finance the "Theatre" identified and defined in the General Agreement of even date herewith, between the City and Zachary Scott Theatre Center.

17. LEASE ORGANIZATION

The various heading and numbers herein, the grouping of provisions of this Lease into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

18. FORCE MAJEURE

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this clause shall excuse Lessee from the prompt payment of any rental or other charge required by Lessee, except as may be expressly provided elsewhere in this Lease.

19. LESSOR'S RIGHT TO RE-ENTER

Lessee agrees to yield and peaceably deliver possession of the Demised Premises to Lessor on the date of termination of this Lease, whatsoever the reason for such termination.

Upon giving written notice of termination to Lessee, after default, notice and opportunity to cure as provided in Paragraph 12 above, Lessor shall have the right to re-enter and take possession of the Demised Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceeding. Termination of the Lease and re-entry of the Demised Premises by Lessor shall in no

way alter or diminish any obligation of Lessee under the Lease terms and shall not constitute an acceptance or surrender.

Lessee waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Demised Premises for any reason or in the event Lessor re-enters and takes possession of the Demised Premises in a lawful manner.

Lessee agrees that should the manner or method employed by Lessor in re-entering or taking possession of the Demised Premises give Lessee a cause of action for damages or in forceable entry and detainer, the total amount of damages to which Lessee shall be entitled in any such action shall be One (\$1.00) Dollar. Lessee agrees that this clause may be filed in any such action and that, when filed, it shall be a stipulation of Lessee fixing the total damages to which Lessee is entitled in such action.

20. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

21. NONDISCRIMINATION

Zachary Scott Theatre Center hereby acknowledges its commitment not to discriminate on account of race, color, sex, age, handicap, religion or national origin, in employment practices (unless age or handicap is a bona fide occupational qualification) or in the use of, or admission to Zachary Scott Theatre Center programs.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LESSEE:

ZACHARY SCOTT THEATRE CENTER, INC.

By

Name: Philip Maxwell

Title: Legal Counsel

3.455 ACRES OF LAND

DESCRIPTION

DESCRIPTION OF 3.455 ACRES OF LAND IN THE ISAAC DECKER LEAGUE IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF AUSTIN (TRACT 4), OF RECORD IN VOLUME 681, PAGE 199, DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.455 ACRES HAVING BEEN PARTIALLY SURVEYED ON THE GROUND AND PARTIALLY CALCULATED FROM RECORD INFORMATION BY MCGRAY & MCGRAY LAND SURVEYORS, INC., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the west line of Lot A, G. C. Seiders Subdivision No. 2, a subdivision in the City of Austin, Travis County, Texas, of record in Book 80, Page 120, Deed Records of Travis County, Texas, same being in the north right-of-way line of Toomey Road, same also being at the most southerly southeast corner of this tract, from which POINT OF BEGINNING a 1 inch iron pipe found the southeast corner of said Lot A bears S29°49'27"W 7.00 feet;

THENCE, with the north right-of-way line of Toomey Road and the south line of this tract, the following three (3) courses:

1) with a curve to the right, the radius being 179.49 feet, the arc length being 21.72 feet, the chord of which arc bears N40°35'53"W 21.71 feet to point of reverse curvature;

2) with a curve to the left, the radius being 230.10 feet, the arc length being 90.63 feet, the chord of which arc bears N48°16'53"W 90.04 feet to the point of tangency of said curve; and

3) N59°43'41"W 115.00 feet to a point at the southwest corner of this tract;

THENCE, departing the north right-of-way line of Toomey Road, and crossing said City of Austin tract, with the irregular west line of this tract, the following six (6) courses:

1) N31°15'10"E 140.00 feet to a point;

2) N13°44'50"W 105.00 feet to a point;

3) N31°15'10"E 80.00 feet to a point;

4) N76°15'10"E 133.14 feet to a point;

5) S60°50'07"E 114.82 feet to a point; and

6) N30°47'31"E 174.06 feet to a point at the northwest corner of this tract;

THENCE, continuing to cross said City of Austin tract, with the irregular north line of this tract, the following four (4) courses:

1) with a curve to the right, the radius being 352.23 feet, the arc length being 139.94 feet, the chord of which arc bears S47°59'46"E 139.02 feet

Leased by CoA to ZSTC

3.455 ACRES OF LAND
PAGE TWO

2) S36°36'53"E 25.00 feet to the point of curvature of a curve;

3) with said curve to the left, the radius being 270.97 feet, the arc length being 159.33 feet, the chord of which arc bears S53°27'37"E 157.05 feet to the point of tangency of said curve; and

4) S70°18'22"E 30.84 feet to a point in the west right-of-way line of South Lamar Boulevard, in the west line of said City of Austin tract, same being the northeast corner of this tract;

THENCE, with the west right-of-way line of South Lamar Boulevard, and an east line of said City of Austin tract and this tract, S20°49'00"W 40.01 feet to a point at the most easterly southeast corner of this tract, from which a 1/2 inch iron rod found in the west right-of-way line of South Lamar Boulevard at the northeast corner of Lot B of said G.C. Seiders Subdivision No. 2, bears S20°49'00"W 258.86 feet;

THENCE, departing the west right-of-way line of South Lamar Boulevard, and crossing said City of Austin tract, with the irregular southerly and easterly lines of this tract, the following four (4) courses:

1) N70°18'22"W 30.06 feet to the point of curvature of a curve;

2) with said curve to the right, the radius being 310.97 feet, the arc length being 50.08 feet, the chord of which arc bears N65°41'32"W 50.03 feet to a point;

3) S76°15'10"W 169.19 feet to a point; and

4) S31°15'10"W 128.60 feet to a point in the north line of said Lot A, G. C. Seiders Subdivision No. 2, at an angle corner of this tract;

THENCE, with the north line of said Lot A, N60°05'00"W 70.00 feet to a 1 inch iron pipe found at the northwest corner of said Lot A, at an angle corner of this tract;

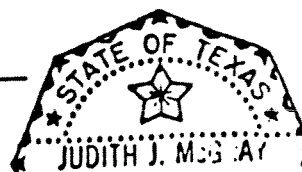
THENCE, with the west line of said Lot A, S29°49'27"W 242.93 feet to the POINT OF BEGINNING and containing 3.455 acres within these metes and bounds.

PREPARED PARTIALLY FROM A SURVEY MADE ON THE GROUND AND PARTIALLY FROM CALCULATIONS MADE FROM RECORD INFORMATION BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3309 Hancock Drive
Austin, Texas 451-8591

Judith J. McGray
Judith J. McGray, Registered Public Surveyor No. 2093

5-8-87
Date



LEASE BETWEEN THE CITY OF AUSTIN AND ZACHARY SCOTT THEATRE CENTER, INC.

This **LEASE BETWEEN THE CITY OF AUSTIN AND ZACHARY SCOTT THEATRE CENTER, INC.** ("Lease") is executed on August 23, 2006 to be effective November 4, 2004 by and between the City of Austin, Travis County, Texas (the "City"), and Zachary Scott Theatre Center, Inc. ("Theatre"). The City and the Theatre are sometimes collectively referenced herein as the "Parties."

RECITALS:

The City owns that certain tract of land in Travis County, Texas more particularly described on Exhibit "A" attached hereto (the "Property").

The City and the Theatre have previously entered into a series of agreements, including a lease entered into November 24, 1987, (the "initial lease") intended to provide for the construction and operation of theatre improvements open to the general public and have already constructed some improvements under the agreements.

The Parties acknowledge that although some of the planned improvements have been completed, revisions to the agreements are advisable due to changed circumstances.

An advisable change is to the boundary of the area covered by the initial lease such that the Theatre gains prominence and visibility from Lamar Boulevard.

The City and Theatre desire to execute a new lease.

TERMS:

1. **EFFECT ON INITIAL LEASE.** This Lease replaces and supercedes the initial lease of November 24, 1987 and the initial lease is hereby replaced in its entirety.

2. **LEASE TERM.** The term of this Lease ends November 24, 2086.

2.1 **PREMISES.** City hereby leases to Theatre that certain real property, including improvements, consisting of approximately 4.07 acres, said property being more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference for all purposes (the "Premises").

2.2 **RENT.** No rent shall be collected by City, or paid by Theatre, for use of the Premises in accordance with this Lease.

2.3 **IMPROVEMENT OF PREMISES.** The Theatre may construct on the Premises a theatre and ancillary facilities. No construction shall be undertaken outside the area consisting of approximately 3.11 acres and being more particularly shown and described in Exhibit "B," such outside area consisting of approximately 0.96 acres designated as the "no build" zone, unless the approval of the City is first obtained in writing. The Theatre shall construct improvements only in accordance with plans and specifications approved by the City as may be

amended from time to time by mutual agreement. The Theatre shall pay all costs and expenses associated with constructing any improvements subject to such contribution as may be made by the City under separate agreement.

2.4 **USE OF PREMISES.** Theatre shall use and occupy the Premises for the operation of a theatre and related public, educational and entertainment uses only, including but not limited to food and beverage services for use by patrons of the theatre. The operational hours of Theatre may be at any time. Theatre shall not use or occupy the Premises for any other purpose without the prior written consent of City. Theatre may request from time to time authorization to use the Premises for additional activities; provided, however, that Theatre must secure written authorization from City prior to commencing any such use or activity.

2.5 **PERMITS AND APPROVALS.** The Theatre and City agree to fully cooperate with one another in securing all permits and approvals necessary to construct improvements on the Lease. All such permits and approvals must be in a form acceptable to both City and Theatre, which acceptance shall not be unreasonably withheld.

2.6 **USE OF PREMISES BY THE CITY AND PUBLIC.** Theatre facilities shall be available to the City free of rent for up to 18 days each calendar year. The City may be required to pay for any Theatre staff required in the use of Theatre facilities. Outdoor areas of the Premises shall remain open to the public as an open space for park and recreational purposes except as such use would interfere with the normal business operations of the Theatre. The City is reserved the right to place a sign identifying the offices of the Parks and Recreation Department in the "no build" zone. Theatre shall have a right to approve the design of the sign and its location, which approval shall not be unreasonably withheld. The City shall submit its design plan and location of the sign to Theatre for its approval at least 30 days prior to its installation. Theatre shall approve the design of the sign and its location within 10 days of receipt of such design and location from the City.

2.7 **UTILITIES, CUSTODIAL SERVICES.** Theatre shall be responsible for all custodial services and utilities necessary in using the Premises including but not limited to electricity, water, sewer and telephone.

2.8 **INSURANCE.** During the term of the Lease, Theatre shall keep in full force and effect a policy or policies of public liability insurance in accordance with the attached Exhibit "C". Such policies shall provide that they shall not be modified or canceled without first giving City thirty (30) days' written notice thereof.

2.9 **INDEMNIFICATION.** Theatre agrees to indemnify and hold harmless City for any claims, costs, damages or liability alleged to arise from or arising out of property damage or personal injury related to the use of the Premises by the Theatre and its employees, guests and invitees; provided, however, the Theatre shall have no obligation to indemnify or hold harmless City for any claims, costs, damages or liability alleged to arise from or arising out of or related to the negligence or intentional misconduct of City, its employees, invitees or guests arising out of or relating to their use of the Premises.

2.10 **TAXES.** During the term of this Lease or any extension or renewal thereof, the Theatre agrees to pay all real property taxes, if any, and all special assessments with respect to the Premises that become due and payable and pay all personal property taxes, if any, assessed and that become due and payable with respect to any of its property located on the Premises.

2.11 **MAINTENANCE.** Theatre agrees that it will maintain at its expense all of the facilities and improvements (including plumbing and electric lines, pipes and fixtures) on the Premises in good condition.

2.12 **INSPECTION.** City shall have the right to enter the Premises at all reasonable times for the purpose of examining or inspecting the Premises to see that Theatre is complying with all of its obligations hereunder.

2.13 **ASSIGNMENT AND SUBLETTING.** Theatre expressly covenants that Theatre shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet the Premises without the prior written consent of City, which consent shall not be unreasonably withheld. No consent shall be required if an assignment or a sublease of the Premises is to a wholly owned affiliate of Theatre created for the purpose of carrying out the uses of the Premises as described in Section 2.4 above or to an entity for purposes of financing the construction of a new theatre. Theatre agrees that no such affiliate shall have any rights superior to this Lease and Theatre hereby agrees that such assignment or sublease shall be subject to the rights of City under this Lease.

2.14 **DESTRUCTION OF PREMISES.** In case of the total destruction of the Premises by any cause whatsoever, so as to render the Premises untenable or unfit for Theatre's occupancy, then in any such event, the lease of the Premises hereunder shall cease and terminate as of the date of such damage or destruction, unless Theatre chooses to repair all such destruction, in which case all rights and obligations of the Parties shall continue unaffected.

2.15 **CONDEMNATION.** If the whole of the Premises shall be condemned or taken either permanently or temporarily for any public or quasi-public use or purpose, under any statute or by right of eminent domain, or by purchase in lieu thereof, then and in that event, the term of this Lease shall cease and terminate from the date of possession of the Premises by such condemning authority, and Theatre shall have no claims against City for the value of any unexpired term of said Lease. In the event a portion only of the Premises shall be so taken, Theatre or City may elect to terminate this lease from the date of title vesting in such proceeding or purchase.

2.16 **RISK OF LOSS.** All property placed in the Premises by Theatre, or Theatre's agents, servants, employees, invitees, licensees and guests, shall be at the sole and only risk of Theatre, and City shall not be responsible to Theatre, nor Theatre's agents, servants, employees, invitees, licensees and guests for any damage or loss thereof, or for any fire, theft, burglary or other damages thereof.

2.17 **COMPLIANCE WITH LAWS.** Theatre shall, at its expense, comply with all laws, orders, ordinances, regulations and rules of all governmental authorities having jurisdiction with respect to the occupancy, use or manner of use of the Premises.

2.18 **QUIET ENJOYMENT.** So long as Theatre is not in default hereunder, Theatre shall and may peaceably and quietly have, hold and enjoy the Premises for the entire term hereof.

2.19 **SURRENDER OF PREMISES.** Theatre shall, at the expiration of the term hereof, surrender the Premises in as good a condition as the same are at the time possession thereof is delivered to Theatre, ordinary wear and tear excepted, and subject to all modifications caused by the construction of approved theatre improvements on the Premises. All fixtures and other permanent improvements constructed by the Theatre on the Property are hereby declared surplus to the needs of the Theatre and shall become the property of the City upon the expiration or termination of this Lease; provided, however, that the Theatre shall have sixty (60) days to remove any and all non-permanent improvements that it desires to remove or that City directs the Theatre to remove upon expiration or termination of this Lease.

2.20 **DEFAULT.** The occurrence of any of the following shall, at City's option, constitute a material default and breach of this lease by Theatre:

- (a) The vacation or abandonment of the Premises by Theatre;
- (b) The failure to operate the theatre as a normal and regular business operation;
- (c) A failure by Theatre to observe and perform any other provisions or covenants of this Lease to be observed or performed by Theatre, where such failure continues for thirty (30) days after written notice thereof from City to Theater; *provided, however,* that if the nature of the default is such that the same cannot reasonably be cured within such thirty (30) day period, Theatre shall not be deemed to be in default if Theatre shall within such period commence such cure and thereafter diligently prosecute the same to completion;
- (d) The making by Theatre of any assignment for the benefit of creditors; the adjudication that Theatre is bankrupt or insolvent; the filing by or against Theatre of a petition to have Theatre adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy; and
- (e) The conduct of any activities that would violate any bond covenants or regulations affecting the use of bond funds used in construction of improvements.

2.21 **REMEDIES.** Upon the occurrence of any event of default by Theatre, City may, at its option, exercise any or all of the following remedies, in addition to any other remedy or right it has hereunder or by law:

- (a) City may re-enter or relet the Premises, without demand or notice, and resume possession by an action in law or equity or by force or otherwise and without being liable in trespass or for any damages. City may remove all persons and personal property from the Premises and such property may be removed and stored at the cost of Theatre. The taking of possession by City shall not constitute an eviction or terminate this lease, unless City so elects.

(b) City may terminate this lease at any time upon the date specified in a notice to Theatre.

3. **SUCCESSORS.** The respective rights and obligations provided in this Lease shall bind and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and permitted assigns.

4. **COST OF LITIGATION.** In the event of any litigation between the parties hereto involving this Lease or the respective rights of the parties hereunder, the party who is unsuccessful in such litigation shall pay to the successful party reasonable attorney's fees, court costs and expenses of such litigation incurred by such successful party.

5. **NOTICES.** All notices, demands, requests or other communications that may be or are required to be given, served or sent by either party to the other party pursuant to this Lease will be in writing and will be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by any recognized over-night courier, hand delivery, telegram or facsimile transmission addressed as follows:

If to City: City of Austin
City Manager
PO Box 1088
Austin, Texas 78701

If to Theatre: Zachary Scott Theatre Center, Inc.
1510 Toomey Rd.
Austin, Texas 78704

Either party may designate by written notice a new address to which any notice, demand, request or communication may thereafter be given, served or sent. Each notice, demand, request or communication that is mailed, delivered or transmitted in the manner described above will be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile transmission) the answer back being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

6. **GENDER.** Words of any gender used in this Lease will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires.

7. **ENTIRE AGREEMENT.** This Lease represents the Parties' entire agreement with respect to the subject matter of this Lease and to the extent of conflict with other subject matter in existing agreements, instruments and documents, this Lease prevails. This Lease may not be amended or supplemented except pursuant to a written instrument signed by the party against whom such Lease or supplement is to be enforced. Nothing contained in this Lease will be deemed to create any agency, joint venture, partnership or similar relationship between the parties to this Lease.

8. **COUNTERPARTS.** This Lease may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will be deemed to be a single Lease. This Lease will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

9. **SEVERABILITY.** If any of the provisions of this Lease are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Lease, but rather the entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

10. **THIRD PARTIES.** Except as expressly set forth or referred to in this, nothing in this Lease is intended or will be construed to confer upon or give to any party other than the parties to this Lease and their successors and assigns, if any, any rights or remedies under or by reason of this Lease.

11. **WAIVER.** No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise or the exercise of any other rights.

12. **TERMINATION.**

- (a) This Lease shall terminate at the Theatre's option at any time by giving 12 months' written notice.
- (b) Prior to exercising a right of termination for default, the terminating party agrees to provide not less than thirty (30) days written notice to the other party, during which thirty day period the Parties will negotiate in good faith as to whether a mutually-acceptable alternative to termination may exist. If, however, no agreement on an alternative is reached within such 30-day period, the termination shall be effective upon expiration of the 30-day period.

13. **HOLDOVER.** In the event Theatre shall continue in possession of the Premises after the expiration or sooner termination of the Lease, such possession shall be deemed to be a month to month tenancy governed to the extent applicable by the applicable conditions of this Lease.

IN WITNESS WHEREOF, City and Theatre have duly executed this Lease on the date and the year first above written.

CITY:

pc By: Michael McDonald
Name: Michael McDonald
Title: Acting Assist. City Manager

ZACHARY SCOTT THEATRE CENTER, INC.:

By: Eric Groten
ERIC GROTEN, President

PROPERTY DESCRIPTION

BEING 4.07 ACRES AND A PORTION OF THAT CERTAIN TRACT OF LAND CALLED "TRACT 4" AS DESCRIBED IN DEED TO THE CITY OF AUSTIN, RECORDED IN VOLUME 681, PAGE 199, DEED RECORDS, TRAVIS COUNTY, TEXAS, SITUATED WITHIN, AND BEING A PORTION OF THE ISAAC DECKER LEAGUE NUMBER 20, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS. SAID 4.07 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8" iron rod found with cap for the northeast corner of Lot B of G.C. Seiders Subdivision No. 2, a subdivision recorded in Volume 80, Page 120, Plat Records, Travis County, Texas, same being in the west right-of-way line of Lamar Boulevard (a 120' r-o-w);

THENCE, N 60°05'00" W, with the north line of said G.C. Seiders Subdivision, passing at a distance of 200.64 feet the northwest corner of said Lot B, same being the northeast corner of Lot A of said G.C. Seiders Subdivision, continuing with the north line of said Lot A in all a total distance of 315.69 feet to the northwest corner of said Lot A, same being the northwest corner of said G.C. Seiders Subdivision, from which a 3/8" iron rod found with cap bears, S 72°59'47" E, a distance of 3.24 feet;

THENCE, S 29°52'15" W, with the west line of said Lot A and the west line of said G.C. Seiders Subdivision, a distance of 242.88 feet to a 1/2" iron rod found in the north right-of-way of Toomey Road (a 50' r-o-w);

THENCE, with said north right-of-way of Toomey Road, the following three (3) courses:

1. a distance of 21.72 feet along the arc of a curve to the right, having a central angle of 6°56'00", a radius of 179.49 feet and a chord bearing N 40°35' 53" W, a distance of 21.71 feet to a point of reverse curvature,
2. a distance of 90.63 feet along the arc of a curve to the left, having a central angle of 22°34'02", a radius of 230.10 feet and a chord bearing N 48°16' 53" W, a distance of 90.05 feet to a point of tangency, and
3. N 59°43'41" W, a distance of 206.61 feet to the most westerly corner hereof;

THENCE, over and across said City of Austin "Tract 4" the following eight (8) courses:

1. N 30°16'19" E, a distance of 91.40 feet,
2. S 59°43'41" E, a distance of 30.06 feet,
3. N 30°16'19" E, a distance of 31.12 feet to a chain link ball field fence,
4. S 59°17'17" E, with said chain link ball field fence a distance of 107.47 feet to a fence post;
5. S 77°05'27" E, with said chain link ball field fence a distance of 31.13 feet to a fence post;

6. N 30°36'27" E, with said chain link ball field fence, passing at a distance of 79.10 feet a fence post, continuing in all a distance of 274.31 feet;
7. S 59°35'53" E, a distance of 79.01 feet to a point on the back of curb of a asphalt parking area, and;
8. N 30°48'42" E, with said back of curb a distance of 158.99 feet to a point on the back of curb of the southwest side of Riverside Drive;

THENCE, with said back of curb the following six (6) courses:

1. a distance of 78.17 feet along the arc of a curve to the right, having a central angle of 15°59'42", a radius of 280.00 feet and a chord bearing S 50°03'16" E, a distance of 77.91 feet to a point of tangency;
2. S 42°03'25" E, a distance of 33.18 feet to a point;
3. S 37°56'05" E, a distance of 47.85 feet to a point of curvature of a curve to the left;
4. a distance of 149.11 feet along the arc of said curve to the left, having a central angle of 32°21'38", a radius of 264.00 feet and a chord bearing S 54°06'54" E, a distance of 147.13 feet to a point of tangency;
5. S 70°17'43" E, a distance of 16.62 feet to a point of curvature of a curve to the right;
6. a distance of 16.58 feet along the arc of said curve to the right, having a central angle of 32°17'32", a radius of 29.42 feet and a chord bearing S 50°57'20" E, a distance of 16.36 feet to a point at the east line of said City of Austin "Tract 4", same being the west right-of-way line of said Lamar Boulevard;

THENCE, S 20°49'00" W, with the east line of said City of Austin "Tract 4" and the west right-of-way line of said Lamar Boulevard, a distance of 293.47 feet to the **POINT OF BEGINNING** containing 4.07 acres of land more or less.

4.07 Acres
PD04-055
C-B Project No. 050725.001.001.0010

(Lease Agreement)
Travis County, Texas

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

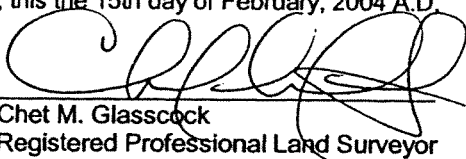
COUNTY OF TRAVIS

I, Chet M. Glasscock, Registered Professional Land Surveyor, do hereby certify that this description, and exhibit map attached, represent a survey compiled from record information, ground surveys and information provided from previous leases to create documentation for a surface lease. No title transfer was intended and survey was not conducted for such use.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 15th day of February, 2004 A.D.

Carter & Burgess, Inc.
2705 Bee Cave Road, Suite 300
Austin, Texas 78746




Chet M. Glasscock
Registered Professional Land Surveyor
No. 4626 - State of Texas

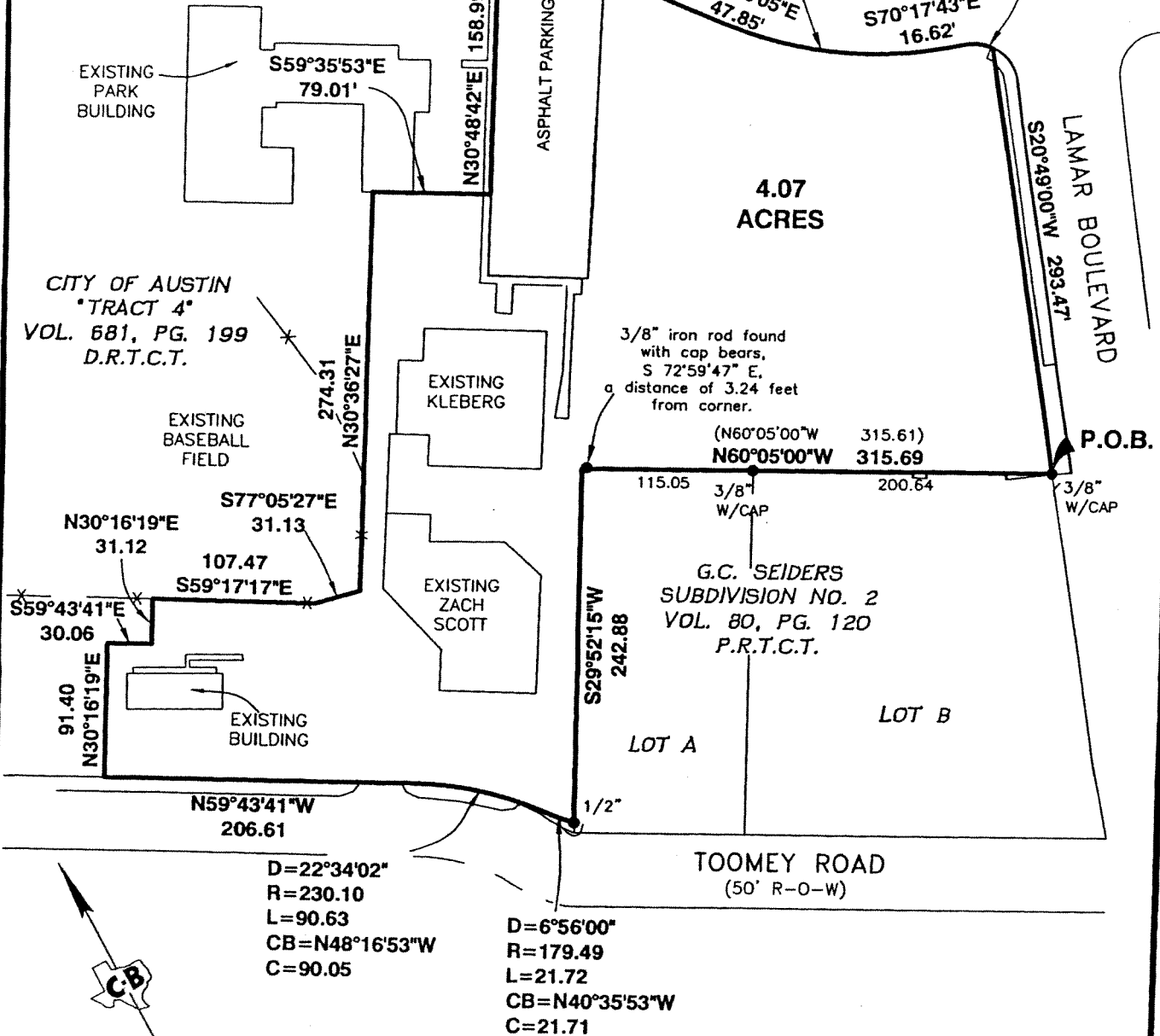
LEGEND

● IRON ROD FOUND
P.O.B. POINT OF BEGINNING
X CHAIN LINK FENCE
() RECORD INFORMATION
D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS

DELTA=15°59'42"
R=280.00'
L=78.17'
CB=S50°03'16"E
C=77.91'

DELTA=32°21'38"
R=264.00'
L=149.11'
CB=S54°06'54"E
C=147.13'

DELTA=32°17'32"
R=29.42'
L=16.58'
CB=S50°57'20"E
C=16.36'



REVISION 1 - 12/28/04
REVISION 2 - 01/05/05
REVISION 3 - 02/02/05

SCALE : 1" = 100'

FEBRUARY, 2005

CITY OF AUSTIN

TRAVIS COUNTY, TEXAS

ISAAC DECKER LEAGUE NO. 20

EXHIBIT OF LEASE DESCRIPTION
CITY OF AUSTIN
TO
ZACHARY SCOTT THEATRE

SKETCH to ACCOMPANY DESCRIPTION No. PD04-055

Carter & Burgess
Consultants in Surveying,
Engineering, Architecture,
Construction Management,
and Related Services

Carter & Burgess, Inc.
2705 Bee Cave Road
Suite 300
Austin, Texas 78746
Phone: 512.314.3100
Fax: 512.328.6672
www.c-b.com

© Copyright 2004 Carter & Burgess, Inc.

EXHIBIT B

PROPERTY DESCRIPTION

BEING 3.11 ACRES AND A PORTION OF THAT CERTAIN TRACT OF LAND CALLED "TRACT 4" AS DESCRIBED IN DEED TO THE CITY OF AUSTIN, RECORDED IN VOLUME 681, PAGE 199, DEED RECORDS, TRAVIS COUNTY, TEXAS, SITUATED WITHIN, AND BEING A PORTION OF THE ISAAC DECKER LEAGUE NUMBER 20, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS. SAID 3.11 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8" iron rod found with cap for the northeast corner of Lot B of G.C. Seiders Subdivision No. 2, a subdivision recorded in Volume 80, Page 120, Plat Records, Travis County, Texas, same being in the west right-of-way line of Lamar Boulevard (a 120' r-o-w);

THENCE, N 60°05'00" W, with the north line of said G.C. Seiders Subdivision, passing at a distance of 200.64 feet the northwest corner of said Lot B, same being the northeast corner of Lot A of said G.C. Seiders Subdivision, continuing with the north line of said Lot A in all a total distance of 315.69 feet to the northwest corner of said Lot A, same being the northwest corner of said G.C. Seiders Subdivision, from which a 3/8" iron rod found with cap bears, S 72°59'47" E, a distance of 3.24 feet;

THENCE, S 29°52'15" W, with the west line of said Lot A and the west line of said G.C. Seiders Subdivision, a distance of 242.88 feet to a 1/2" iron rod found in the north right-of-way of Toomey Road (a 50' r-o-w);

THENCE, with said north right-of-way of Toomey Road, the following three (3) courses:

1. a distance of 21.72 feet along the arc of a curve to the right, having a central angle of 6°56'00", a radius of 179.49 feet and a chord bearing N 40°35' 53" W, a distance of 21.71 feet to a point of reverse curvature,
2. a distance of 90.63 feet along the arc of a curve to the left, having a central angle of 22°34'02", a radius of 230.10 feet and a chord bearing N 48°16' 53" W, a distance of 90.05 feet to a point of tangency, and
3. N 59°43'41" W, a distance of 206.61 feet to the most westerly corner hereof;

THENCE, over and across said City of Austin "Tract 4" the following seven (7) courses:

1. N 30°16'19" E, a distance of 91.40 feet,
2. S 59°43'41" E, a distance of 30.06 feet,
3. N 30°16'19" E, a distance of 31.12 feet to a chain link ball field fence,
4. S 59°17'17" E, with said chain link ball field fence a distance of 107.47 feet to a fence post;
5. S 77°05'27" E, with said chain link ball field fence a distance of 31.13 feet to a fence post;

3.11 Acres
PD04-053
C-B Project No. 050725.001.001.0010

(Lease Agreement)
Travis County, Texas

6. N 30°36'27" E, with said chain link ball field fence, passing at a distance of 79.10 feet a fence post, continuing in all a distance of 274.31 feet to the northwest corner hereof;
7. S 59°35'53" E, a distance of 429.79 feet to the east line of said City of Austin "Tract 4", same being the west right-of-way line of said Lamar Boulevard;

THENCE, S 20°49'00" W, with the east line of said City of Austin "Tract 4" and the west right-of-way line of said Lamar Boulevard, a distance of 187.01 feet to the **POINT OF BEGINNING** containing 3.11 acres of land more or less.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

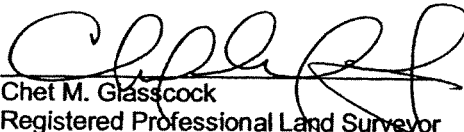
COUNTY OF TRAVIS

I, Chet M. Glasscock, Registered Professional Land Surveyor, do hereby certify that this description, and exhibit map attached, represent a survey compiled from record information, ground surveys and information provided from previous leases to create documentation for a surface lease. No title transfer was intended and survey was not conducted for such use.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 15th day of February, 2004 A.D.

Carter & Burgess, Inc.
2705 Bee Cave Road, Suite 300
Austin, Texas 78746




Chet M. Glasscock
Registered Professional Land Surveyor
No. 4626 - State of Texas

LEGEND

- IRON ROD FOUND
- P.O.B. POINT OF BEGINNING
- ✕ CHAIN LINK FENCE
- () RECORD INFORMATION
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS

CITY OF AUSTIN
 'TRACT 4'
 VOL. 681, PG. 199
 D.R.T.C.T.

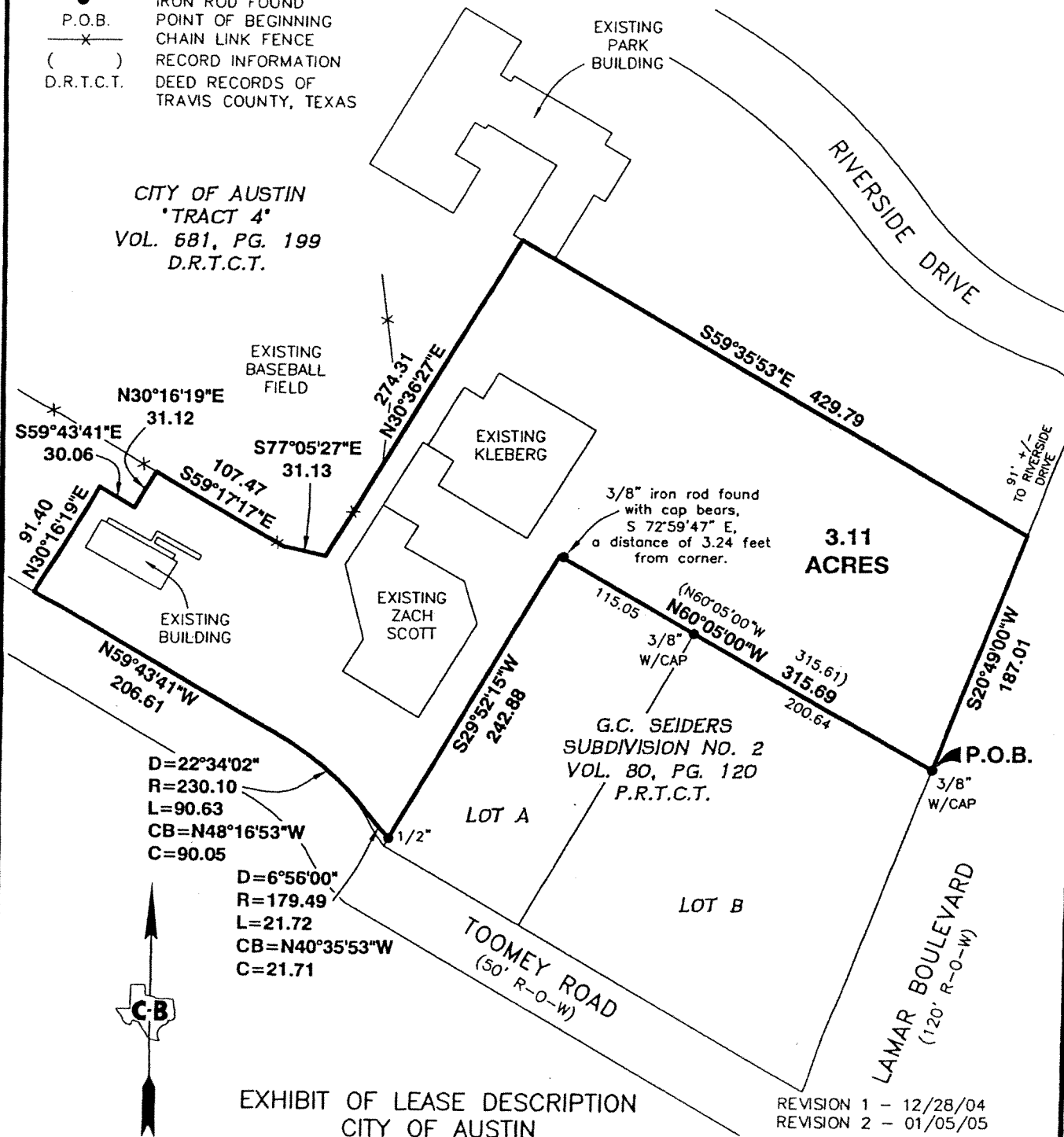


EXHIBIT OF LEASE DESCRIPTION
 CITY OF AUSTIN

REVISION 1 - 12/28/04
 REVISION 2 - 01/05/05

SCALE: 1" = 100'

DECEMBER, 2004

CITY OF AUSTIN

TRAVIS COUNTY, TEXAS

ISAAC DECKER LEAGUE NO. 20

TO
 ZACHARY SCOTT THEATRE

SKETCH to ACCOMPANY DESCRIPTION No. PD04-053

Carter & Burgess

Consultants in Surveying,
 Engineering, Architecture,
 Construction Management,
 and Related Services

Carter & Burgess, Inc.

2705 Bee Cave Road

Suite 300

Austin, Texas 78746

Phone: 512.314.3100

Fax: 512.328.6672

WWW.C-B.COM

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EXHIBIT C

INSURANCE REQUIREMENTS

A. Zachary Scott Theater Center, Inc. ("Lessee") shall carry insurance in the following types and amounts for the duration of this Agreement, and furnish certificates of insurance as evidence thereof.

1. Commercial General Liability insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A & B. The policy must contain the following provisions:

- a. Blanket contractual liability coverage for liability assumed under this contract.
- b. Medical expense coverage with a limit of \$10,000 for any one person.
- c. The CITY must be listed as an additional insured.
- d. Thirty (30) day notice of cancellation in favor of the CITY.
- e. Waiver of Transfer of Right of Recovery Against Others in favor of the CITY.
- f. Fire Legal Liability with minimum limits of \$100,000.

2. Liquor Legal Liability insurance for a minimum bodily injury and property damage limit of \$1,000,000 per occurrence. The policy must contain the following provisions:

- a. City of Austin must be added as additional insured
- b. Thirty (30) day notice of cancellation in favor of the City of Austin

3. Business Automobile Liability Insurance. Vendor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The following endorsements shall be added in favor of the City of Austin:

- a. Waiver of Subrogation, Endorsement TE 2046A
- b. Thirty (30) days Notice of Cancellation, Endorsement TE 0202A
- c. The City of Austin listed as an additional insured, Endorsement TE 9901B

4. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and minimum policy limits for Employers' Liability of \$500,000 bodily injury per accident \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee. The following endorsements shall be added in favor of the City of Austin

- a. Waiver of Subrogation, WC 420304
- b. Thirty (30) Day Notice of Cancellation, WC 420601

B. General Requirements

- 1) This Agreement is not effective until Lessee has obtained the required insurance and until such insurance has been reviewed and approved by the City. Approval of insurance by the City does not relieve or decrease Lessee liability hereunder.
- 2) If insurance policies are not written for amounts specified above, Lessee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it must follow the form of the primary coverage.

- 3) Lessee is financially responsible for deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions must be disclosed on the certificates of insurance required above.
- 4) Any coverage written on a "claims made" basis must carry a retroactive date, which coincides with the date of this Agreement. This insurance must be maintained for the duration of this Agreement and for six months following termination of this Agreement. The premium for any extended reporting period must be paid for by the policy holder.
- 5) Insurance must be written by companies in good standing with the Texas Department of Insurance and must be written by companies with an A.M. Best rating of B+ VII or better or otherwise acceptable to the City.
- 6) The "other" insurance clause does not apply to the Owner where the City is an additional insured shown on any policy. It is intended that policies required in this Agreement, covering the City and Lessee must be considered primary coverage as applicable.
- 7) All additional insureds and thirty (30) days notice of cancellation endorsements as well as certificates must indicate: City of Austin, Building Services, Attn: Building Services Officer, PO Box 1088, Austin, Texas, 78767.
- 8) The City is entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 9) The City reserves the right to review insurance requirements of this section during the effective period of this Agreement and to make reasonable adjustments to insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law.
- 10) Lessee shall provide the City thirty (30) days written notice of erosion of aggregate limits below occurrence limits for all applicable coverage's indicated within the Insurance Requirements section of this Agreement.
- 11) Lessee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of this Agreement.
- 12) Lessee shall pay actual losses not covered by insurance as required by the Agreement.

AFFIDAVIT DECLARING SIDEWALK EASEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The City of Austin, a Texas home-rule municipal corporation, acting through its duly authorized City Manager, or designee, ("City Manager"), who for purposes of this document is Lauraine Rizer, Manager of the Real Estate Services Division of the Contract and Land Management Department ("Affiant") gives the following Affidavit. Affiant is over the age of 18, has not been convicted of a felony, and has personal knowledge of the facts recited herein by virtue of her employment in the Real Estate Services Division of the City of Austin. Affiant hereby acknowledges the dedication and location of a **Sidewalk Easement** over and across certain property owned by the City of Austin, described as a 806 square feet tract of land located in the 33.70 acre tract of land called "Tract 4" as described in Deed to the City of Austin, recorded in Volume 681, Page 199 of Deed Records, Travis County, Texas, situated within, and being a portion of the Isaac Decker League Number 20, City of Austin, Travis County, Texas. The exact location of the **Sidewalk Easement** is described on the attached and incorporated **EXHIBIT "A"**.

The **Sidewalk Easement** is to provide access for pedestrians.

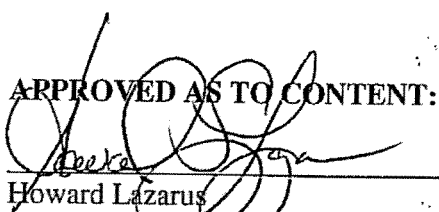
The dedication of this **Sidewalk Easement** (CIP ID No.: 5311.006) has been approved by the Director of the Parks & Recreation Department or her duly authorized designee and the Director of the Public Works Department or his duly authorized designee.

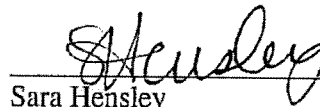
EXECUTED on this day 3 of March, 2011

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


Lauraine Rizer, Officer
Office of Real Estate Services

APPROVED AS TO CONTENT:


Howard Lazarus
Director, Public Works Department
Date: 2/25/11


Sara Hensley
Director, Parks & Recreation Department
Date: 2/9/11

ACKNOWLEDGMENT

This instrument was acknowledged before me on this 3rd day of March, 2011 by Lauraine Rizer, Officer, Office of Real Estate Services, City of Austin, Texas, on behalf of the City, a municipal corporation, on behalf of the corporation.

(SEAL)

Amanda Janelle Hasscock
Notary Public, State of Texas

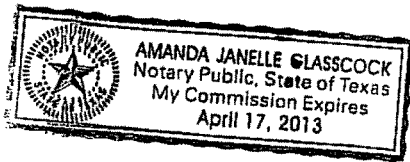


EXHIBIT " "
UDG PROJECT NO. 09-540
FIELD NOTE NO. 1070
PAGE 1 OF 1

CITY OF AUSTIN
TO CITY OF AUSTIN
SIDEWALK EASEMENT

DESCRIPTION

DESCRIBING A 806 SQUARE FOOT TRACT OF LAND, SAME BEING A PART OF THE ISAAC DECKER LEAGUE, TRAVIS COUNTY, TEXAS AND ALSO BEING A PART OF THAT CERTAIN 33.70 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF AUSTIN EXECUTED ON JUNE 28, 1941 AND RECORDED IN VOLUME 681 PAGE 199 OF THE DEED RECORDS OF SAID COUNTY, SAID 806 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with cap (Harris RPLS 1729) found in the east line of said 33.70 acre tract, same being in the west right-of-way line of Lamar Boulevard (120' R.O.W.) and at the northeast corner of Lot B, G. C. Seiders Subdivision No. 2, a subdivision recorded in Book 80 Page 120 of the Plat Records of said County;

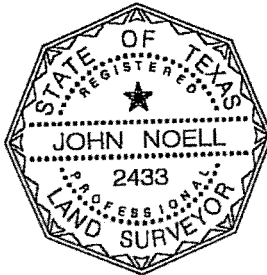
THENCE, through the interior of said 33.70 acre tract and with the north line of said Lot B, N62°31'20"W, 3.08 feet to a point from which a ½" iron rod with cap (Harris RPLS) found at the northwest corner of said Lot B, same being at the northeast corner of Lot A, said Seiders Subdivision bears N62°31'20"W, 197.55 feet;


THENCE, through the interior of said 33.70 acre tract, the following four courses:

- 1) N18°31'09"E, 160.34 feet to a point;
- 2) N18°16'44"E, 31.38 feet to a point;
- 3) N18°28'48"E, 102.80 feet to a point;
- 4) Along a curve to the right having a radius of 29.42 feet, an arc length of 2.95 feet, a central angle of 5°44'53" and a chord which bears S40°07'20"E, 2.95 feet to a point in the east line of said 33.70 acre tract, same being the west line of said Lamar Boulevard;

THENCE, with the east line of said 33.70 acre tract, same being with the west line of said Lamar Boulevard, S18°22'40"W, 293.47 feet to the POINT OF BEGINNING and containing 806 square feet of land.

Prepared by:
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040




John Noell, R.P.L.S. #2433
2.1.11
Date

Map attached.

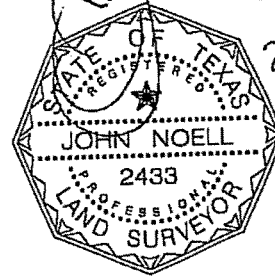
Bearing Basis: Texas State Plane Coordinate System, NAD 83, Texas Central Zone.
References: TCAD 01 0502 0101, Austin Grid H22.

FIELD NOTE NO. 1070 TO ACCOMPANY THIS MAP

1"=40'

WEST RIVERSIDE DR.

$R=29.42'$
 $D=5^{\circ}44'53''$
 $A=2.95'$
 $C=S40^{\circ}07'20''E$
 $2.95'$



STORM DRAIN
INLET

$N18^{\circ}28'48''E$
 $102.80'$

$S18^{\circ}22'40''W$
 $N18^{\circ}16'44''E$
 $31.38'$

$N18^{\circ}31'09''E$
 $293.41'$
 $160.34'$

LAMAR BLVD. (120' R.O.W.)

CITY OF AUSTIN
REMAINDER OF 33.70 AC.
VOL. 681 PAGE 199

$\frac{1}{2}$ " Iron rod with cap
(HARRIS RPLS 1729) found

197.55'

$N62^{\circ}31'20''W$
($S60^{\circ}05'E$ 200.56')
(BK 80 PG 120)

$\frac{1}{2}$ " Iron rod with cap
(HARRIS RPLS 1729) found

200.63'

3.08'

POINT OF BEGINNING
806 Square Feet
Field Note No. 1070

LIP OF GUTTER

TOP BACK
OF CURB

LOT A
G.C. SEIDERS
SUBDIVISION NO. 2
BOOK 80 PG 120

LOT B
G.C. SEIDERS
SUBDIVISION NO. 2
BOOK 80 PG 120

UDG

Urban Design Group

3660 STONERIDGE ROAD
SUITE E101
AUSTIN, TEXAS 78746
PHONE: (512) 347-0040
FAX: (512) 347-1311
E-MAIL: GENERAL@UDG.COM
WWW: WWW.UDG.COM

Applicant	Sponsored Project	FY 17 Award	
Ballet Austin		\$ 210,000	
ZACH Theatre		\$ 210,000	
Film Society of Austin, Inc (dba Austin Film Society)		\$ 210,000	
Theatre Action Project DBA Creative Action		\$ 210,000	
The Contemporary Austin		\$ 207,100	
Austin Film Festival		\$ 207,100	
Austin Symphony Orchestra Society, Inc.		\$ 201,300	
Austin Lyric Opera dba Austin Opera		\$ 198,400	
Austin Theatre Alliance		\$ 198,400	
One World		\$ 195,500	
Long Center for the Performing Arts		\$ 195,500	
Austin Children's Museum (Thinkery)		\$ 195,500	
Conspirare		\$ 189,700	
Visions in Rhythm dba Tapestry Dance Company		\$ 185,000	
Austin Classical Guitar		\$ 182,200	
Mexic-Arte Museum		\$ 182,200	
Austin Playhouse		\$ 118,825	
	Organizational Support	\$ 3,296,725	17 contracts
Allison Orr Dance Inc (DBA Forklift Danceworks)		\$ 110,000	
Austin Chamber Music Center		\$ 107,400	
UMLAUF Sculpture Garden & Museum		\$ 107,400	
Fuse Box Austin		\$ 107,400	
Big Medium		\$ 107,400	
Art Alliance Austin		\$ 104,800	
Center For Women & Their Work		\$ 104,800	
VSA arts of Texas		\$ 104,800	
Rude Mechanicals - A Theatre Collective (aka Rude Mechs)		\$ 102,200	
Austin Creative Alliance		\$ 102,200	
Zilker Theatre Productions		\$ 99,600	
Austin Shakespeare		\$ 99,600	
Texas Folklife		\$ 99,600	
Austin Scottish Rite Theater		\$ 97,000	
Imagine Art		\$ 97,000	
Salvage Vanguard Theater		\$ 91,853	
Great Promise for American Indians		\$ 89,579	
Writers' League of Texas		\$ 87,400	
Blue Lapis Light, Inc.		\$ 79,600	
Austin School of Film DBA Motion Media Arts Center		\$ 79,400	
La Peña Latino Arts		\$ 76,998	

Applicant	Sponsored Project	FY 17 Award
Hyde Park Theatre		\$ 74,600
Anthropos Arts		\$ 74,269
HOPE Events Inc.		\$ 71,000
Latinitas		\$ 69,800
Austin Celtic Association		\$ 68,596
Pump Project aka Shady Tree Studios		\$ 68,281
Hispanic Alliance for the Performing Arts		\$ 62,000
Austin Music Foundation		\$ 58,000
Austin Civic Chorus Inc dba Chorus Austin		\$ 57,500
Cine Las Americas		\$ 56,455
Roy Lozano's Ballet Folklorico de Texas		\$ 53,772
allgo		\$ 53,077
Puerto Rican Folkloric Dance, Inc.		\$ 52,358
Texas Early Music Project		\$ 51,814
India Fine Arts, Inc		\$ 50,602
Austin Area Art From the Streets		\$ 49,559
Pollyanna Theatre Company		\$ 49,549
Ballet East Dance Company		\$ 49,400
Austin Jazz Workshop Inc.		\$ 49,281
Texas Choral Consort		\$ 48,689
Austin Visual Arts Association (AVAA)		\$ 48,110
aGLIFF - Austin Gay & Lesbian International Film Festival		\$ 39,050
Musical Connections		\$ 35,863
Cherrywood Urban Landscape and Arts League (Chula League)		\$ 33,996
kidsActing Foundation		\$ 32,867
Out Of Bounds Comedy Festival		\$ 32,086
Co-Lab Projects		\$ 28,305
Leap of Joy		\$ 27,957
Austin Civic Orchestra Society		\$ 27,231
Latinas Unidas Por El Arte (LUPE Arte)		\$ 26,992
La Follia Austin Baroque		\$ 26,838
Classical Guitar Alive		\$ 26,002
Ensemble VIII		\$ 26,000
Teatro Vivo		\$ 25,620
Different Stages		\$ 24,617
Austin Symphonic Band		\$ 24,000
South Austin Museum of Popular Culture		\$ 23,000
Kathy Dunn Hamrick Dance Company, Inc.		\$ 20,684
Red Salmon Arts		\$ 20,038

Applicant	Sponsored Project	FY 17 Award	65 contracts
Ariel Dance Theatre		\$ 18,059	
Golden Hornet Project, Inc		\$ 14,035	
MASS Gallery		\$ 13,377	
Fisterra Projects		\$ 9,585	
Esquina Tango Cultural Society of Ausitn		\$ 4,500	
	Project Support I	\$ 3,833,444	65 contracts
Salvage Vanguard Theater	Church of the Friendly Ghost	\$ 30,000	
The Arc of the Capital Area		\$ 29,600	
The Texas Observer (aka Texas Democracy Foundation)		\$ 29,600	
Austin Script Works dba ScriptWorks		\$ 28,521	
Easter Seals Central Texas, Inc.		\$ 28,400	
Texas Education Broadcasting Co-Operative, Inc.		\$ 28,400	
KLRU-TV, Austin PBS		\$ 28,400	
Capitol Broadcasting Association Inc dba KMFA Classical 89.5		\$ 28,354	
Texas Accountants and Lawyers for the Arts		\$ 28,200	
Women in Jazz Association, Inc.		\$ 28,200	
Celtic Cultural Center of Texas		\$ 27,750	
Indian Classical Music Circle of Austin (ICMCA)		\$ 27,300	
Salon Concerts, Inc.		\$ 26,850	
Austin Community Steelband		\$ 26,850	
Knowbility		\$ 26,800	
Moving Image Arts & Education		\$ 26,093	
Hyde Park Theatre	Capital T Theatre	\$ 25,950	
Groundwork Music Project		\$ 25,500	
Gilbert & Sullivan Society of Austin, Inc.		\$ 25,500	
The Conservatory Dance Theatre dba The Austin City Ballet		\$ 24,150	
Capital City Men's Chorus		\$ 23,885	
Austin Theatre Project, Inc.		\$ 23,700	
Salvage Vanguard Theater	Trouble Puppet Theater TPT	\$ 23,000	
COLLIDE		\$ 22,113	
line upon line percussion		\$ 20,327	
Austin Creative Alliance	The City Theatre	\$ 19,125	
Inside Out Steelband		\$ 19,083	
Austin Visual Arts Association (AVAA)	Greater Tomorrow Youth Art Program	\$ 18,295	
OUTsider Film & Arts Festival		\$ 18,267	
Russian Speakers Society of Austin		\$ 18,200	
Girls Rock Austin		\$ 17,950	
River City Pops, Inc.		\$ 17,750	
HONK!TX		\$ 17,252	

Applicant	Sponsored Project	FY 17 Award
American federation of Musicians local# 433		\$ 16,900
Austin Creative Alliance	Balcones Community Orchestra	\$ 15,950
Capitol View Arts		\$ 15,894
Austin Polish Society		\$ 15,125
Southwest Key Programs, Inc.		\$ 15,000
Classical Music For the World		\$ 14,953
Center For Women & Their Work	Asian American Community Partnership	\$ 14,795
Austin Creative Alliance	Shrewd Productions	\$ 14,772
Big Medium	Print Austin	\$ 14,769
School of Indian Percussion and Music		\$ 14,400
Austin Civic Wind Ensemble		\$ 14,051
Austin Poets International, INC.		\$ 13,466
Austin Children's Choir		\$ 12,804
Austin Summer Musical for Children		\$ 12,600
Lannaya Drum & Dance		\$ 12,527
Generous Art		\$ 12,288
Texas Music Museum		\$ 11,200
Texas Nafas		\$ 11,000
Chaddick Dance Company		\$ 10,656
La Fenice		\$ 10,325
Tapestry Singers		\$ 10,050
Women's Community Center of Central Texas		\$ 10,000
Austin Street Corner Arts Collective		\$ 9,818
New School of Music		\$ 9,700
Beyond the Grade		\$ 9,400
AZTLAN Dance Company		\$ 9,365
Amala Foundation		\$ 9,175
ARCOS Foundation for the Arts, Inc.		\$ 9,100
Austin Creative Alliance	Central Texas Medical Orchestra	\$ 9,100
Coalition of Texans with Disabilities		\$ 9,100
Formerly Jewish Community Association of Austin		\$ 9,100
Asian American Resource Center Nonprofit		\$ 8,800
The Hidden Room Theatre		\$ 8,559
Austin New Music Co-op		\$ 8,400
TILT		\$ 8,226
Unlisted Projects		\$ 8,200
Ground Floor Theatre		\$ 8,200
Buzz Productions		\$ 8,078
Austin Museum of Digital Art		\$ 8,070

Applicant	Sponsored Project	FY 17 Award
Austin Chamber Ensemble		\$ 8,048
Ritenuto Foundation Inc.		\$ 7,900
Film Society of Austin, Inc (dba Austin Film Society)	Susanne Mason	\$ 7,900
Black Film Collective (BFC)		\$ 7,900
MINDPOP		\$ 7,900
Academy of Tango - Texas		\$ 7,600
LOLA Local Opera Local Artists		\$ 7,600
Austin Dance Ensemble		\$ 7,000
Folklore y Ritmos de Panama		\$ 6,733
Tejano Music Alliance of Texas		\$ 6,400
Austin Busker Project, Inc.		\$ 5,800
Fast Forward Austin		\$ 5,624
Texas Poetry Review (aka Borderlands Texas Poetry Review)		\$ 5,200
Pastelegram		\$ 5,112
Austin Tango Society		\$ 4,800
Alliance for Young Future Filmmakers		\$ 4,700
Srv2Thrv Foundation		\$ 4,452
Austin Creative Alliance	Performa/Dance	\$ 4,348
Austin Creative Reuse		\$ 4,239
A Clever Production		\$ 4,125
Austin Baroque Orchestra		\$ 3,562
Center For Women & Their Work	Experimental Response Cinema	\$ 3,550
Center For Women & Their Work	Project Abundant Life	\$ 2,850
Indie Meme		\$ 2,813
Center For Women & Their Work	Shay Ishii Dance Company: Dancestry Restored	\$ 2,745
Co-Lab Projects	Art of the Brew	\$ 1,913
B. Iden Payne Awards Council		\$ 1,750
Austin Museum Partnership Inc		\$ 1,238
Austin Creative Alliance	artMEAT	\$ 1,000
Travis Heights Art Trail		\$ 1,000
Austin Creative Alliance	JUEGOS RANCHEROS	\$ 1,000
	Project Support II	\$ 1,400,083
Austin Creative Alliance	Tangerine	\$ 1,011
Austin Creative Alliance	VERGE Art Events	\$ 1,734
Center For Women & Their Work	Color Arc Productions	\$ 4,711
Latinas Unidas Por El Arte (LUPE Arte)	Austin Culture Fest 2017	\$ 4,900
E4 Youth, Inc.	Music Legacy Project	\$ 8,800
Austin Creative Alliance	Artistic Education Company	\$ 3,700
Austin Creative Alliance	John Pointer	\$ 5,125

103 contracts

Applicant	Sponsored Project	FY 17 Award
Big Medium	Matthew Steinke	\$ 3,750
Big Medium	Antumbrae Intermedia Events + Installations	\$ 1,375
Barton Springs Conservancy		\$ 5,500
Big Medium	fields magazine	\$ 8,800
Big Medium	ATM Gallery	\$ 3,631
Big Medium	Allyson Lipkin	\$ 2,844
Big Medium	Emily Marks Playground Project Part 1 "Austin Verses Malibu Stacy"	\$ 17,400
Big Medium	Maker Faire Austin	\$ 4,178
Ballet East Dance Company	Sister Moses Project	\$ 1,000
Chautauqua Foundation Inc	Mother Earth & Lady Bird Lake Fest's	\$ 11,100
Austin Creative Alliance	Jason Phelps	\$ 11,515
Austin Creative Alliance	Montopolis Productions	\$ 14,537
Center For Women & Their Work	Yuliya Lanina	\$ 17,400
Center For Women & Their Work	Lauren Gurgiolo	\$ 18,375
Austin Creative Alliance	Grapes of Wrath 75 Project	\$ 17,469
Center For Women & Their Work	Alyssa Taylor Wendt	\$ 11,867
VORTEX Repertory Company	Ethos	\$ 18,050
One World	Sevylla del Mazo (Roots & Rhythms)	\$ 12,118
Center For Women & Their Work	Rattletree	\$ 18,375
Austin Creative Alliance	Dystheatre	\$ 5,952
Center For Women & Their Work	Rino Pizzi	\$ 10,969
VORTEX Repertory Company	Electronic Planet Ensemble	\$ 15,237
Red Salmon Arts	Daniel Llanes - Earth, Sky, and You 17	\$ 12,850
Big Medium	Museum of Human Achievement	\$ 18,050
Austin Creative Alliance	Austin Children's Theater	\$ 17,400
Ballet East Dance Company	Uprise Productions	\$ 17,725
Center For Women & Their Work	Protos Festival	\$ 17,400
Musical Connections	Nina McIntire - Ivory Fantasy	\$ 6,700
Visions in Rhythm dba Tapestry Dance Company	Minor Mishap Marching Band	\$ 9,400
Big Medium	Attendance Records	\$ 3,438
Big Medium	Solstice Festival (Vincent "Matt" Ford)	\$ 6,425
Musical Connections	Sarkis Petrosyan	\$ 6,100
Austin Creative Alliance	Mother Falcon Music Lab	\$ 5,688
Center For Women & Their Work	Bob Hoffnar	\$ 18,700
Austin Creative Alliance	Amphion Youth Choir	\$ 6,152
Fuse Box Austin	Andrew Brown (Exploded Drawing)	\$ 18,700
One World	Nada Stearns	\$ 17,075
One World	Mohammad Firoozi	\$ 19,025
VORTEX Repertory Company	Ingebrigt Haker Flaten	\$ 17,725

Applicant	Sponsored Project	FY 17 Award
VORTEX Repertory Company	Epistrophy Arts	\$ 18,050
One World	Austin Troubadours	\$ 8,734
Austin Creative Alliance	Dance Waterloo	\$ 3,700
One World	Oliver Rajamani fy17 shows	\$ 19,025
Center For Women & Their Work	Chris Cogburn / No Idea Festival	\$ 18,700
Mexic-Arte Museum	Austin Conjunto Festival	\$ 18,700
Austin Creative Alliance	Bob Livingston's Cowboys & Indians	\$ 17,400
Great Promise for American Indians	Sergey Vashchenko	\$ 13,175
Austin Creative Alliance	Agni The Dance Company	\$ 9,100
Austin Creative Alliance	AM Arts	\$ 3,594
Center For Women & Their Work	Lauren Tietz	\$ 2,722
Austin Creative Alliance	Sky Candy	\$ 18,050
Austin Creative Alliance	ImprovEd Arts	\$ 7,600
Austin Creative Alliance	7 Towers Theatre Company	\$ 5,450
VSA arts of Texas	Sharon Marroquin	\$ 9,100
Austin Creative Alliance	Crank Collective	\$ 4,800
Austin Playhouse	Spectrum Theatre Company	\$ 7,300
Austin Creative Alliance	Oh Dragon Theatre Company	\$ 3,263
Austin Creative Alliance	En Route Productions	\$ 7,900
Austin Creative Alliance	Southwest Theatre Productions	\$ 3,700
Salvage Vanguard Theater	Heckle Her	\$ 3,095
Austin Creative Alliance	Twin Alchemy Theatre Collective	\$ 3,171
Co-Lab Projects	Party World Rasslin'	\$ 1,951
Austin Creative Alliance	One Ounce Opera	\$ 3,750
Big Medium	Tiny Black Hearts	\$ 3,100
Violet Crown Players	Diverse Dance	\$ 7,813
Austin Script Works dba ScriptWorks	Sarah Loucks	\$ 3,750
VSA arts of Texas	AllRhythms Youth Ensemble	\$ 8,500
VORTEX Repertory Company	Tyler Mabry	\$ 3,594
Austin Creative Alliance	JWHill Productions LLC	\$ 11,725
Austin Creative Alliance	paper chairs	\$ 17,400
Austin Creative Alliance	Glass Half Full Theatre	\$ 18,700
VORTEX Repertory Company	Gale Theatre Company	\$ 8,429
Center For Women & Their Work	Generic Ensemble Company	\$ 10,794
VORTEX Repertory Company		\$ 179,400
VORTEX Repertory Company	Lorella Loftus	\$ 14,799
Austin Creative Alliance	Present Company	\$ 16,100
Austin Creative Alliance	A'lante Flamenco	\$ 15,700
Austin Creative Alliance	Last Act Theatre Company	\$ 6,175

Applicant	Sponsored Project	FY 17 Award
Austin Creative Alliance	Theatre en Bloc	\$ 18,375
Austin Script Works dba ScriptWorks	Candyce Rusk, ROSETTA	\$ 9,750
Ballet East Dance Company	ProyectoTeatro	\$ 18,050
Center For Women & Their Work	Heloise Gold	\$ 17,725
Austin Creative Alliance	Anuradha Naimpally	\$ 19,350
Austin Creative Alliance	North Austin Creatives	\$ 1,000
Austin Creative Alliance	Blue Cow Studios	\$ 6,400
Austin Creative Alliance	Gender Portraits	\$ 2,834
Center For Women & Their Work	Jennifer Sherburn	\$ 18,050
Bike Texas	Equilibre	\$ 2,406
Dimension Gallery	Dimension Sculpture Garden	\$ 8,500
Big Medium	John Pike	\$ 1,336
Big Medium	Brian David Johnson	\$ 8,800
Big Medium	Susan Scafati	\$ 3,125
Austin Toy Museum	Austin Toy Museum	\$ 7,300
Big Medium	Valerie Fowler	\$ 5,923
Fluent Collaborative	Elizabeth Chiles	\$ 11,166
Center For Women & Their Work	Art of the Pot, LLC	\$ 18,700
Center For Women & Their Work	Women Printmakers of Austin WPA	\$ 19,025
One World	The Love of China AKA Emily Dedear	\$ 18,050
Center For Women & Their Work	Denise Prince	\$ 19,025
Center For Women & Their Work	Jules Buck Jones	\$ 14,361
Big Medium	Colin McIntyre	\$ 8,200
Center For Women & Their Work	Jayson Oaks	\$ 1,100
Jewish Community Association of Austin / Shalom Austin	Austin Jewish Film Festival	\$ 8,800
Film Society of Austin, Inc (dba Austin Film Society)	Sandra Adair	\$ 7,600
Film Society of Austin, Inc (dba Austin Film Society)	Michel Orion Scott	\$ 5,781
Film Society of Austin, Inc (dba Austin Film Society)	Chelsea Hernandez	\$ 9,100
Film Society of Austin, Inc (dba Austin Film Society)	Juan Pablo González	\$ 3,094
Film Society of Austin, Inc (dba Austin Film Society)	Keith Maitland	\$ 8,200
Film Society of Austin, Inc (dba Austin Film Society)	Tracy Frazier	\$ 1,183
Film Society of Austin, Inc (dba Austin Film Society)	John Moore	\$ 7,300
Film Society of Austin, Inc (dba Austin Film Society)	PJ Raval	\$ 8,800
Latinas Unidas Por El Arte (LUPE Arte)	Daniel Reyes (La Perla Documentary)	\$ 7,600
Austin Creative Alliance	Austin WebFest	\$ 7,000
Latinas Unidas Por El Arte (LUPE Arte)	Cut & Deliver Writers Cram Jam Lab	\$ 8,500
Austin School of Film DBA Motion Media Arts Center	Alexandra Thomas	\$ 1,000
Austin Creative Alliance	Support Austin Music	\$ 6,700
Big Medium	Outside Voice	\$ 9,400

Applicant	Sponsored Project	FY 17 Award
Film Society of Austin, Inc (dba Austin Film Society)	Anne Lewis	\$ 13,375
Film Society of Austin, Inc (dba Austin Film Society)	Karen Skloss	\$ 15,775
Film Society of Austin, Inc (dba Austin Film Society)	Karen Kocher	\$ 17,400
Center For Women & Their Work	Big Green Machine	\$ 9,506
Asian American Resource Center Nonprofit	Austin Asian American Film Festival	\$ 18,050
Big Medium	Juanita Butler	\$ 8,050
Texas Folklife	Andrew Garrison	\$ 18,050

Project Support III \$ 1,476,800 131 contracts

FY 17 Cultural Contracts on City Property

Applicant	Sponsored Project	Program	FY 17 Award
African American Cultural Heritage District (Six Square Austin's Black Cultural		CHFP	\$ 13,400
allgo		Core	\$ 53,077
Allison Orr Dance Inc (DBA Forklift		Core	\$ 110,000
Anthropos Arts		Core	\$ 74,269
Art Alliance Austin		Core	\$ 104,800
Asian American Resource Center	Austin Asian American Film Festival	Core	\$ 18,050
Austin Angers Creative		CI	\$ 5,000
Austin Area Art From the Streets		Core	\$ 49,559
Austin Busker Project, Inc.		Core	\$ 5,800
Austin Celtic Association		Core	\$ 68,596
Austin Chamber Music Center		Core	\$ 107,400
Austin Children's Choir		Core	\$ 12,804
Austin Civic Orchestra Society		Core	\$ 27,231
Austin Civic Wind Ensemble		Core	\$ 14,051
Austin Community Steelband		Core	\$ 26,850
Austin Creative Alliance	AM Arts	Core	\$ 3,594
Austin Creative Alliance	Amphion Youth Choir	Core	\$ 6,152
Austin Creative Alliance	Anuradha Naimpally	Core	\$ 19,350
Austin Creative Alliance	Artistic Education Company	Core	\$ 3,700
Austin Creative Alliance	Bob Livingston's Cowboys & Indians	Core	\$ 17,400
Austin Creative Alliance	Crank Collective	Core	\$ 4,800
Austin Creative Alliance	Dance Waterloo	Core	\$ 3,700
Austin Creative Alliance	Glass Half Full Theatre	Core	\$ 18,700
Austin Creative Alliance	Grapes of Wrath 75 Project	Core	\$ 17,469
Austin Creative Alliance	Joseph Thompson	CHFP	\$ 6,003
Austin Creative Alliance	JWHill Productions LLC	Core	\$ 11,725
Austin Creative Alliance	Oh Dragon Theatre Company	Core	\$ 3,263
Austin Creative Alliance	Southwest Theatre Productions	Core	\$ 3,700
Austin Creative Alliance	Support Austin Music	Core	\$ 6,700
Austin Creative Alliance	Theatre en Bloc	Core	\$ 18,375
Austin Creative Alliance	Twin Alchemy Theatre Collective	Core	\$ 3,171
Austin Creative Alliance	VERGE Art Events	Core	\$ 1,734
Austin Creative Alliance		Core	\$ 102,200
Austin Dance Ensemble		Core	\$ 7,000
Austin Jazz Workshop Inc.		Core	\$ 49,281
Austin Playhouse	Spectrum Theatre Company	Core	\$ 7,300
Austin School of Film DBA Motion Media		Core	\$ 79,400
Austin Shakespeare		Core	\$ 99,600
Austin Summer Musical for Children		Core	\$ 12,600
Austin Symphonic Band		Core	\$ 24,000
Austin Symphony Orchestra Society, Inc.		Core	\$ 201,300
Austin Urban Hip Hop Night		CI	\$ 5,000

FY 17 Cultural Contracts on City Property

Applicant	Sponsored Project	Program	FY 17 Award
Ballet East Dance Company	ProyectoTeatro	Core	\$ 18,050
Ballet East Dance Company	Uprise Productions	Core	\$ 17,725
Ballet East Dance Company		Core	\$ 49,400
Barton Springs Conservancy		Core	\$ 5,500
Big Medium	Emily Marks Playground Project Part 1 "Austin Verses Malibu Stacy"	Core	\$ 17,400
Big Medium	Juanita Butler	Core	\$ 8,050
Big Medium	Maker Faire Austin	Core	\$ 4,178
Big Medium	Outside Voice	Core	\$ 9,400
Big Medium	Solstice Festival (Vincent "Matt" Ford)	Core	\$ 6,425
Big Medium	Valerie Fowler	Core	\$ 5,923
Black Film Collective (BFC)		Core	\$ 7,900
Blue Lapis Light, Inc.		Core	\$ 79,600
Buzz Productions		Core	\$ 8,078
Cap City Cares		CI	\$ 5,000
Capitol View Arts		Core	\$ 15,894
Center For Women & Their Work	Asian American Community Partnership	Core	\$ 14,795
Center For Women & Their Work	Jules Buck Jones	Core	\$ 14,361
Center For Women & Their Work	Project Abundant Life	Core	\$ 2,850
Chautauqua Foundation Inc	Mother Earth & Lady Bird Lake Fest's	Core	\$ 11,100
Cine Las Americas		Core	\$ 56,455
COLLIDE		Core	\$ 22,113
Dance Waterloo		CI	\$ 5,000
Digital Workforce Academy, Inc	Urban Music Festival	CHFP	\$ 75,000
Easter Seals Central Texas, Inc.		Core	\$ 28,400
Film Society of Austin, Inc (dba Austin	Anne Lewis	Core	\$ 13,375
Film Society of Austin, Inc (dba Austin	Chelsea Hernandez	Core	\$ 9,100
Film Society of Austin, Inc (dba Austin	Karen Kocher	Core	\$ 17,400
Fisterra Projects		Core	\$ 9,585
Generous Art		Core	\$ 12,288
Hispanic Alliance for the Performing Arts		Core	\$ 62,000
HONK!TX		Core	\$ 17,252
HOPE Events Inc.		Core	\$ 71,000
Knowbility		Core	\$ 26,800
Latinas Unidas Por El Arte (LUPE Arte)	Austin Culture Fest 2017	Core	\$ 4,900
Latinas Unidas Por El Arte (LUPE Arte)		Core	\$ 26,992
Leap of Joy		Core	\$ 27,957
Mexic-Arte Museum	Austin Conjunto Festival	Core	\$ 18,700
One World	Mohammad Firoozi	Core	\$ 19,025
One World	Oliver Rajamani fy17 shows	Core	\$ 19,025
One World	Sevilla del Mazo (Roots & Rhythms)	Core	\$ 12,118
Puerto Rican Folkloric Dance, Inc.		Core	\$ 52,358
Red Salmon Arts	Daniel Llanes - Earth, Sky, and You 17	Core	\$ 12,850

FY 17 Cultural Contracts on City Property

Applicant	Sponsored Project	Program	FY 17 Award
Roy Lozano's Ballet Folklorico de Texas		Core	\$ 53,772
Salvage Vanguard Theater	RAS Day	CHFP	\$ 26,600
Salvage Vanguard Theater	Trouble Puppet Theater TPT	Core	\$ 23,000
Tapestry Singers		Core	\$ 10,050
Teatro Vivo		Core	\$ 25,620
Texas Music Museum		Core	\$ 11,200
The Conservatory Dance Theatre dba The Austin City Ballet		Core	\$ 24,150
Visions in Rhythm dba Tapestry Dance	Minor Mishap Marching Band	Core	\$ 9,400
Voces Latinas		CHFP	\$ 12,900
VORTEX	Ashe Arts	CI	\$ 5,000
VORTEX	Drum the Program	CI	\$ 5,000
VSA arts of Texas	AllRhythms Youth Ensemble	Core	\$ 8,500
VSA arts of Texas	Sharon Marroquin	Core	\$ 9,100
VSA arts of Texas		Core	\$ 104,800
Women in Jazz Association, Inc.		Core	\$ 28,200
ZACH Theatre		Core	\$ 210,000
Zilker Theatre Productions		Core	\$ 99,600
Total:	101 Contracts		\$ 3,016,317



Council Question and Answer

Related To	Item #10	Meeting Date	September 22, 2016
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Additional Answer Information

QUESTION: 1) What is the current balance of funding for program? 2) Is this program 100% HUD funded? If not, please explain. 3) What other companies have received funding? 4) Who is on the FBLP Loan Review Committee? COUNCIL MEMBER GALLO'S OFFICE.

ANSWER:

1) What is the current balance of funding for program?

The City of Austin Family Business Loan Program received an \$8 million Section 108 allocation from U.S. Department of Housing and Urban Development on January 23, 2012. In FY16, the City Council approved drawing down \$3 million of this funding from HUD. The current balance of this draw as of 9/19/2016 is \$2,199,978.54. After considering our recently closed loans the balance (expected by September 30th 2016) will be \$1,686,728.54.

2) Is this program 100% HUD funded? If not, please explain.

The City's portion of each loan is 100% HUD funded; the City of Austin serves as the administrator of the federal dollars, but no City funds are used in the loans. The Family Business Loan Program offers project financing up to 40% of the project's total estimated cost, with the additional funding of at least 50% provided by a loan from an Austin private bank and 10% by the borrower's equity injection.

3) What other companies have received funding?

As of 9/19/2016 the following companies have received Family Business Loan Program funding.

- Rosa Santis – Austin Fit Centro Project
- Eastern Dinner LLC – Sawyer and Co. Project
- Eastside Music LLC – East Austin Music School Project
- 11E5, LLC – Fair Market Project
- Hip Haven, Inc. – Hip Haven Project
- 1707 Airport Commerce, LLC – Home2 Suites Project
- Jose Luis Salon, Inc. – Jose Luis Lamar Union Project
- Mikaila's Bee Sweet Lemonade – Bee Sweet Project
- Rosa Santis – Practice Yoga Project
- Sweet Victoria, LLC – Eat Ban Mi Project
- I.K Osorio – Lima Criolla Project
- Mort Subite, LLC – Mort Subite Project

For additional information the Economic Development Department lists prior recipients on our webpage as listed below.

<http://www.austintexas.gov/economic-development-compliance>

4) Who is on the FBLP Loan Review Committee?

- Ellis Morgan, Neighborhood Housing and Community Development Department
- Vicky Valdez, Economic Development Department
- Wayne Sachtleben, Finance Department
- Kristi Samilpa, Department of Small and Minority Business Resources



City of Austin

Founded by Congress, Republic of Texas, 1839
Municipal Building, Eighth at Colorado, P.O. Box 1088, Austin, Texas 78768 Telephone 512 499-2000

July 10, 2001

William H. Armstrong, III
Stratus Properties Inc.
98 San Jacinto Blvd., Suite 220
Austin, Texas 78701

Re: The project commonly known as "Lantana," described in the Patton Ranch Revised Preliminary Plan, number C8-84-102(88), approved on August 23, 1988.

Dear Mr. Armstrong:

This letter will memorialize our agreement and avoid a dispute between the City and Stratus Properties Inc., concerning the application of Chapter 245 of the Texas Local Government Code to the project described above. The City and Stratus Properties Inc., agree that the first permit for the project was filed on July 17, 1984, and that the rules and regulations in effect on that date shall govern the project, except as modified and clarified herein. The parties further agree that, except as modified or clarified herein, the project will be subject to those rules and regulations that would be exempt from Chapter 245.

1. Excluding development within (1) ~~Lantana~~ Lantana Phase 1, Section 2, (2) Rialto Park at Lantana, and (3) Lantana Lot 6, Block A, the Comprehensive Watershed Ordinance (Ordinance No. 860508-V) will be the base ordinance governing development in "Lantana," with the subject to the following exceptions modifications and clarifications:
 - a. The definition of "Minor Waterway," "Intermediate Waterway," and "Major Waterway" as identified in Williamson Creek Watershed Ordinance No. 810319-M shall govern.
 - b. Delete Section 13-15-223(e), (f).
 - c. Replace Section 13-15-232 with Section 103.3 of Williamson Creek Watershed Ordinance No. 810319-M, but delete Subsection 103.3(c)(5) of Ordinance No. 810319-M.
 - d. Modify Section 13-15-235 to:
 - 1) replace the term "four (4)" with "twelve (12)" in Subsections (a) and (b),
 - 2) delete the phrase "but must be placed in a manner consistent with Section 13-15-237" in Subsection (a),
 - 3) delete the phrase "consistent with Section 13-15-237" in Subsection (b),
 - 4) delete the language in Subsection (c), and replace it with the sentence, "Cut and fill for roadways may extend outside of the allowable roadway clearing widths to the extent necessary to achieve a 3 to 1 slope ratio without

structural support; provided, however, that in no event shall cut and fill violate the setback requirements of Subsection (e) below,”

- 5) delete the sentence “Techniques to be used are to be specified with the final plat,” in Subsection (d),
 - 6) delete the phrase “and approved by the Director of the Office of Land Development Services” in Subsection (d), and
 - 7) add Subsection (e) to state “No cut and fill shall occur within one hundred (100) feet of the centerline of a minor waterway or within one hundred fifty (150) feet of a critical environmental feature, unless otherwise allowed under this Section, Section 13-15-239, or Section 103.3 of Williamson Creek Watershed Ordinance No. 810319-M. All utilities may be located outside the Critical Water Quality Zone within one hundred (100) feet of the centerline of a minor waterway.”
- e. Delete Section 13-15-237, but include the construction on slopes criteria identified in Section 104.2(c) of Williamson Creek Watershed Ordinance No. 810319-M.
- f. Delete Section 13-15-238, Section 13-15-277 and Section 13-15-287 and replace with the following:
- Structural water quality controls shall be required for all development with impervious cover exceeding twenty (20) percent of the net site area, and shall consist of retention/irrigation basins. The design of the retention/irrigation basins and associated irrigation areas shall be based on the parameters presented in the LCRA Nonpoint Source Pollution Control Technical Manual, Third Edition, dated July 10, 1998. In particular, capture volume for the basins, which will include and satisfy the requirements for stream bank erosion control, will be solely based on Table B-5, Appendix B of the manual. The capture volume will also be deemed to satisfy the City of Austin’s 2-year detention requirements. The irrigation area shall be sized in accordance with the formula presented in Appendix C, part 1.g.ii.(3) of the manual. As a clarification, water quality irrigation areas, including irrigation lines and limited removal of vegetation for irrigation purposes, shall be allowed within any required natural areas if/as necessary to reasonably meet the irrigation area requirements. Any disturbance of required natural areas shall be restored to preserve the aesthetic quality of the natural area to the greatest extent feasible. Installation of irrigation lines and associated removal of vegetation for irrigation purposes will not be allowed within the 50-foot roadway vegetative buffer adjacent to Southwest Parkway.
- g. In Section 13-15-239(a), add the phrase “wastewater lines,” to the first sentence between the phrases “other than for” and “yards or hiking trails”. Also, the Lantana Southwest Preliminary Plan (C8-84-102.03) is exempt from the provisions of Section 13-15-239 as long as the street and lot configuration and general land use remain substantially consistent with the approved preliminary plan.
- h. Delete Section 13-15-248(a).
- i. Delete Section 13-15-274, but include Section 104.2(a), (b) of Williamson Creek Watershed Ordinance No. 810319-M.
- j. Delete Section 13-15-275, Section 13-15-276, Section 13-15-285 and Section 13-15-286, and replace with the following:

For commercial tracts, the calculated impervious cover shall not exceed forty (40) percent of net site area in the uplands zone, exclusive of adjacent right-of-way impervious cover within the Williamson Creek Watershed. In all cases, right-of-way

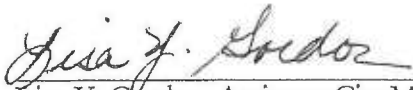
impervious cover for adjacent, existing streets (Southwest Parkway, William Cannon Drive, Vega Avenue) shall not be calculated as part of the allowable impervious cover for any commercial tract. For the portion of the Lantana Southwest Preliminary Plan (C8-84-102.03) covered by this document, the calculated impervious cover shall not exceed twenty-five (25) percent of net site area in the uplands zone.

2. As a clarification, the requirements identified in Sections 13-15-223(a), 13-15-223(b)2., and 13-15-223(d) of the Comprehensive Watershed Ordinance will be satisfied by the FM Properties Operating Co. USFW 10(a) Permit Environmental Assessment/Habitat Conservation Plan, dated July 25, 1994, by SWCA, Inc., in conjunction with the report entitled Topography, Geology, and Soils of the Lantana Tract, Oak Hill Vicinity, Travis County, Texas, dated November 28, 1994, including Addendum Nos. 1, 2, 3 and 4, by Charles Woodruff, Jr., Consulting Geologist.
3. As a clarification, the tree survey described in Section 13-15-223(b)1 will only be required at the site development permitting stage of the development process.
4. Development will consist of raised curb and gutter street cross sections approved with the Preliminary Plan for Patton Ranch (C8-84-102), as revised, including an associated enclosed storm sewer drainage system.
5. Concentrated storm runoff will be dispersed and discharged, wherever practicable, to vegetated buffer areas or grass-lined swales. There will be no requirements for calculated pollutant removal performance standards associated with vegetated buffer areas or retention/irrigation basins.
6. The modifications and clarifications to the Comprehensive Watershed Ordinance described herein shall extend to and control all related references in other sections of the ordinance, so as to allow the modifications and clarifications to be fully implemented.
7. Further, if provisions contained in other sections of the City's Land Development Code and criteria manuals relating to cut and fill, construction on slopes, impervious cover, critical environmental features, water quality, and two-year detention impose different or more restrictive requirements than those contained in the Comprehensive Watershed Ordinance as modified and clarified herein, then the Comprehensive Watershed Ordinance as modified and clarified herein controls.
8. This project predates the Hill Country Roadway requirements. However, Stratus Properties Inc., in order to avoid a dispute regarding the application of those requirements, agrees that development in the project will comply with the height, setback, building materials, and landscaping provisions of the Hill Country Roadway requirements, within 1000 feet of Southwest Parkway, as that ordinance provides. Site plans within the project shall be reviewed administratively. Planning Commission review and approval of any site plan required to develop all or part of this project will not be sought or required, and Stratus Properties Inc. agrees not to assert any claim in litigation or otherwise that Chapter 245 entirely exempts the project from compliance with the agreed upon Hill Country Roadway requirements.

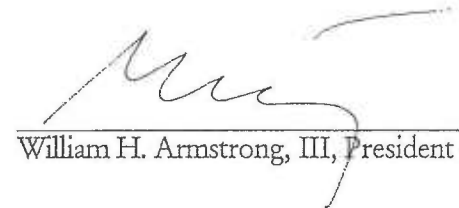
If this letter accurately describes your understanding of our agreement, please indicate your agreement by signing below.

Very truly yours,

Stratus Properties Inc.



Lisa Y. Gordon, Assistant City Manager



William H. Armstrong, III, President

xc: Mayor and City Council
Mike Heitz, Director

Exhibit A

Project Bull Creek Tract - 24" Offsite Waterline
Client ARG Bull Creek, Ltd.
SER No. 3607
Date 11/3/15 (Revised 12/9/15)
By S.C. Shorter
Title Engineer's Cost Estimate



No.	Spec. Item	Item Description	Unit	QTY	Unit Price	Amount
1	101S-B	Preparation of ROW	Sta	29.51	\$ 8,500.00	\$ 250,835.00
2	315S-A	Surface Milling, 3" Depth	SY	4,585	\$ 7.50	\$ 34,387.50
3	340S-B-12	Hot Mix Asphaltic Concrete Pavement, 12" Base, Type B	SY	1,566	\$ 120.00	\$ 187,920.00
4	340S-B-3	Hot Mix Asphaltic Concrete Pavement, 3" Surface, Type C	SY	4,585	\$ 35.00	\$ 160,475.00
5	501S	Jacking or Boring 42" Pipe, 3/4" Wall Thickness, Type ASTM A134 Steel	LF	497	\$ 915.00	\$ 454,755.00
6	505S-B	Encasement Pipe 36" Dia., 1/2" Wall Thickness, Type ASTM A134 Steel	LF	20	\$ 275.00	\$ 5,500.00
7	509S-1	Trench Excavation Safety Protection	LF	2,909	\$ 3.00	\$ 8,727.00
8	510-AW - 8" Dia.	Pipe, 8" Dia. PVC C900 DR-14 Type (all depths), including Excavation and Backfill)	LF	40	\$ 105.00	\$ 4,200.00
9	510-AW 24Dia.	Pipe, 24" Dia. Class 250 Ductile Iron Type (all depths), including Excavation and Backfill)	LF	3,351	\$ 315.00	\$ 1,055,565.00
10	510-BW-1.5"x1.5" Dia.	Connecting New Single Service to Existing Private Service	EA	12	\$ 3,000.00	\$ 36,000.00
11	510-JW-12"x8" Dia.	Wet Connections, 12" Dia. X 12" Dia.	EA	3	\$ 5,000.00	\$ 15,000.00
12	510-JW-48"x24" Dia.	Wet Connections, 48" Dia. X 24" Dia.	EA	1	\$ 65,000.00	\$ 65,000.00
13	510-KW	Ductile Iron Fittings	Ton	5.5	\$ 9,500.00	\$ 52,250.00
14	511S-A-8	Valves, Gate Type, 8" Diameter	EA	3	\$ 2,500.00	\$ 7,500.00
15	511S-A-24	Valves, Gate Type, 24" Diameter	EA	1	\$ 30,000.00	\$ 30,000.00
16	511S-B	Fire Hydrants (See Standard No. 511S-17)	EA	2	\$ 4,500.00	\$ 9,000.00
17	511S-F	Automatic Combination Air/Vacuum Release Valve Assembly, 3" Diameter	EA	2	\$ 7,500.00	\$ 15,000.00
18	609S-A	Topsoil and Seedbed Preparation	SY	3,400	\$ 4.00	\$ 13,600.00
19	609S-C	Native Grassland Seeding and Planting	SY	3,400	\$ 4.00	\$ 13,600.00
20	609S-E	Watering	SY	3,400	\$ 2.00	\$ 6,800.00
21	610S-A	Protective Fencing Type A Chain Link Fence (Typical Application-high damage potential)	LF	195	\$ 7.00	\$ 1,365.00
22	628S-B	Sediment Containment Dikes with filter fabric	LF	70	\$ 10.00	\$ 700.00
23	642S	Silt Fence for Erosion Control	LF	950	\$ 5.00	\$ 4,750.00
24	641S	Stabilized Construction Entrance	EA	3	\$ 1,600.00	\$ 4,800.00
25	700S-TM	Total Mobilization Payment	LS	1	\$270,000.00	\$ 270,000.00
26	701S-H	Security Fence, 6' High, Type Chain Link	LF	469	\$ 50.00	\$ 23,450.00
27	701S-T	Temporary Fence, 6' High, Type Chain Link	LF	532	\$ 25.00	\$ 13,300.00
28	803S-MO	Barricades, Signs, and Traffic Handling	MO	9	\$ 17,500.00	\$ 157,500.00
29	871S-A	Reflectorized Type I Thermoplastic Pavement Markings, 4" in Width, .090 mils in Thickness, White in Color	LF	300	\$ 10.00	\$ 3,000.00
30	871S-C	Reflectorized Type I Thermoplastic Pavement Markings, SHAPES, .090 mils in Thickness, White in Color	EA	4	\$ 120.00	\$ 480.00
31	874S-A	Eliminating Existing Pavement Markings, 4" to 12" Widths	LF	350	\$ 10.00	\$ 3,500.00
32	TXDOT 540-2001	Metal W-Beam Guard Fence (Timber Posts)	LF	320	\$ 40.00	\$ 12,800.00
33	TXDOT 542-2001	Remove Metal Beam Guard Fence	LF	320	\$ 10.00	\$ 3,200.00
34	ALLOWANCE-1	Allowance for Utility Pole Relocations	LS	1	\$ 25,000.00	\$ 25,000.00
35	ALLOWANCE-2	Allowance for Camp Mabry Security Provisions	LS	1	\$ 40,000.00	\$ 40,000.00
Subtotal Construction Cost						\$ 2,989,959.50

Request for COA Participation for Hard Costs	33%	\$	986,686.64
Request of COA Participation for Soft Costs (15% of Hard Cost Participation Request)	15%	\$	148,003.00

WATER AND WASTEWATER
SERVICE EXTENSION
REQUEST FOR
CONSIDERATION

Name: Bull Creek Tract		Service Requested: Water
SER-3607	Hansen Service Request Number 555717	Date Received: 02/24/2015
Location: 4205 BULL CREEK RD AUSTIN TX 78731- BULL CREEK TRACT		
Acres: 75.79	Land Use: MIXED	
Alt. Utility Service or S.E.R. Number: City of Austin Wastewater SER-3608		
Quad(s): H26 H27 J27		DDZ: YES
Drainage Basin: SHOAL UPPER	Pressure Zone: NORTH	DWPZ: NO
Flow: (Estimated Peak Hour Flow, Gallons per Minute) 2989 GPM		% Within City Limits: 100
Cost Participation: \$0.00		% Within Limited Purpose: 0

Description of Improvements:
Phase 1 (Approximately 350 LUEs) - Applicant shall construct approximately 355 feet of 12-inch water main from the existing 12-inch water main (Project no. 2004-0010) in BULL CREEK RD, south along BULL CREEK RD and connect to the existing 12-inch water main (Project no. 2002-0017) in W 44TH ST. The proposed 12-inch water main shall replace the existing 6-inch water main located along this path and all existing services shall be reconnected to the proposed 12-inch water main.

Phase 2 (Remainder of development) - Applicant shall construct approximately 3,410 feet of oversized 24-inch transmission main from the existing 48-inch transmission main (Project no. 78-0430) located in PERRY LN, southeast along PERRY LN, south along HIGHLAND TERRACE/W 45TH ST, and then southeast along W 44TH ST to the 12-inch water main constructed as part of the Phase 1 improvements.

NOTES: 1) Sprinkled fire flow requirement of 2,250 gpm based on engineering calculations received from Roman D. Grijalva, P.E. on 3/17/2015. 2) A pressure reducing valve (PRV) will be required on the domestic/private service line(s) at the property connection. 3) The looping requirements noted in the Utilities Criteria Manual may not be satisfied by connecting to the area located to the south of the subject tract. This area is part of the North Reduced (NO11) pressure zone and is not suitable for serving the subject tract.

- Approval of this Service Extension Request is subject to completion and acceptance of the improvements described above and the conditions set forth below:**
- 1) Construction of all Service Extensions is subject to all environmental and planning ordinances.
 - 2) Service Extensions are subject to the guidelines established in the Land Development Code, Chapter 25-9, Water and Wastewater Utility Service.
 - 3) The level of service approved by this document does not imply commitment for land use.
 - 4) Public utility lines must meet City of Austin design and construction criteria and must be approved by Austin Water Utility Engineering Review.
 - 5) Approval of a site plan that meets the Fire Department requirements for fire control.
 - 6) Proposed public water improvements will be dedicated to the City of Austin for ownership, operation, and maintenance.
 - 7) Proposed public water improvements must be placed in the public right-of-way or approved utility easements. Utility easements must be in place prior to construction plan approval.
 - 8) The approved Service Extension will automatically expire 180 days after date of approval unless a development application has been accepted by the Development Services Department. The Service Extension expires on the date the development expires, or if approved, on the date the development application approval expires.
 - 9) Approval by the City Council will be required should the applicant seek cost participation for required oversized water improvements.

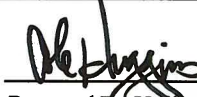
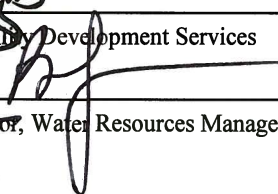
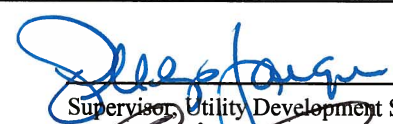
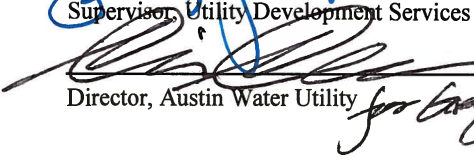
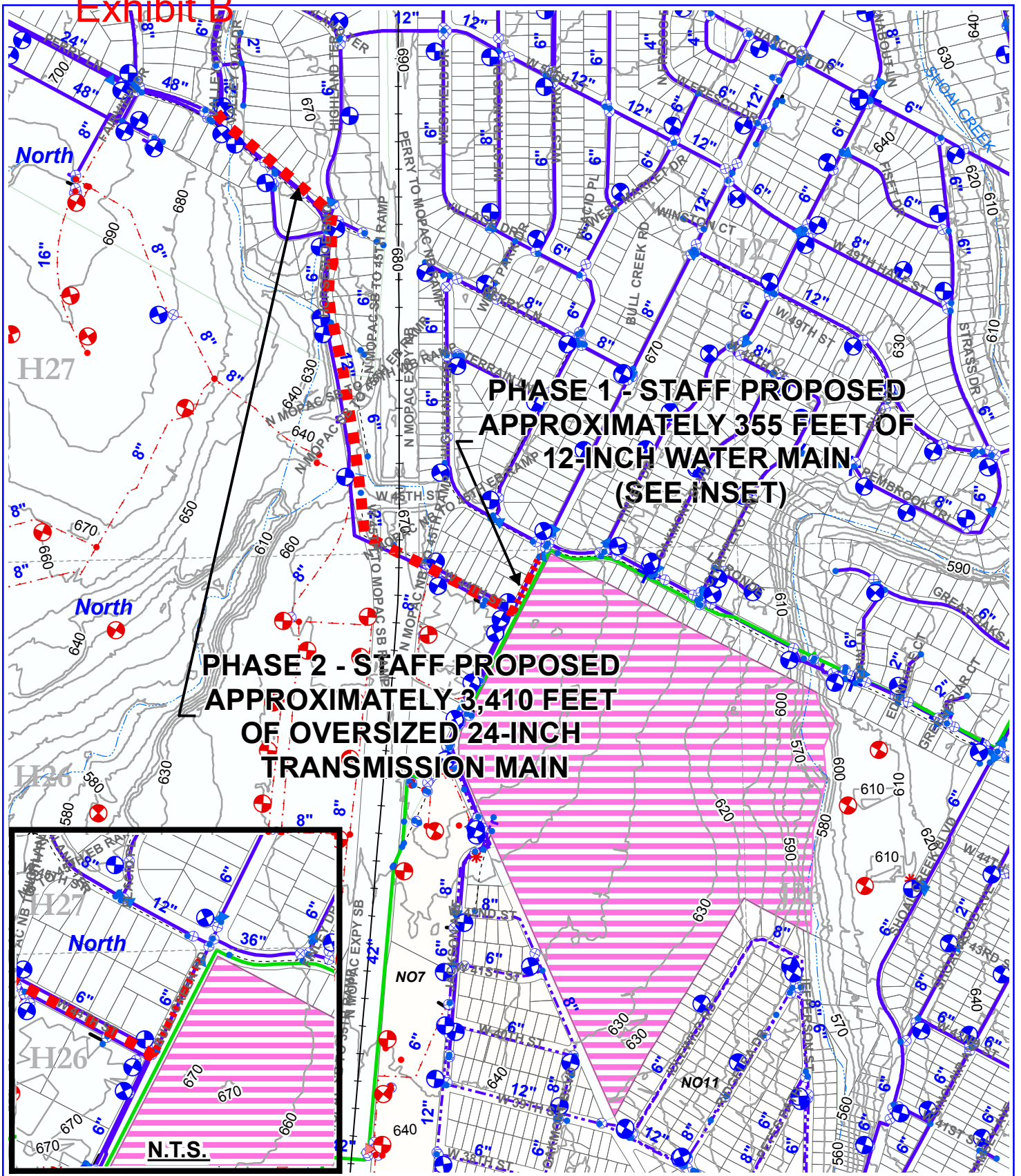
 Prepared By: Utility Development Services  Assistant Director, Water Resources Management	7/20/15 Date 7/20/15 Date	 Supervisor, Utility Development Services  Director, Austin Water Utility	7-20-15 Date 2/27/15 Date
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Exhibit B



W. S.E.R. Name: Bull Creek Tract
W. S.E.R. Number: 3607

Utility Development Services Plotted 6/24/2015

- Subject Tract
- Central Pressure Zone
- North Pressure Zone
- Northwest A Pressure Zone
- North Reduced Pressure Zone
- Private
- Abandoned



AUSTIN CITY COUNCIL MINUTES

REGULAR MEETING THURSDAY, JANUARY 28, 2016

Invocation: Rev. David Hoster, St. James Episcopal Church

The following represents the actions taken by the Austin City Council in the order they occurred during the meeting. While the minutes are not in sequential order, all agenda items were discussed. The City Council of Austin, Texas, convened in a regular meeting on Thursday, January 28, 2016 in the Council Chambers of City Hall, 301 West Second Street, Austin, Texas.

Mayor Adler called the Council Meeting to order at 10:30 am.

CONSENT AGENDA

The following items were acted on by one motion.

1. Approve the minutes of the Austin City Council work session of December 15, 2015 and regular meeting of December 17, 2015.
The minutes from the City Council work session of December 15, 2015 and regular meeting of December 17, 2015 were approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.
2. Approve issuance of a rebate to NRE Edge LLC, for performing energy efficiency improvements at The Edge Apartments located at 1515 Wickersham Lane, in an amount not to exceed \$83,870 (District 3). January 25, 2016 – Recommended by the Electric Utility Commission on a vote of 9-0 with Chair Osborne and Commissioner Mahmood absent.
The motion authorizing the issuance of a rebate to NRE Edge LLC was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.
3. Approve issuance of a rebate to NRE Zone LLC, for performing energy efficiency improvements at The Zone Apartments located at 4700 East Riverside Drive, in an amount not to exceed \$72,945 (District 3). January 25, 2016 – Recommended by the Electric Utility Commission on a vote of 9-0 with Chair Osborne and Commissioner Mahmood absent.
The motion authorizing the issuance of a rebate to NRE Edge LLC was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.
4. Approve issuance of a rebate to Riverside Resources for the installation of energy efficiency measures at its office building located at 10901 Stonelake Blvd., in an amount not to exceed

\$60,566 (District 9). January 25, 2016 – Recommended by the Electric Utility Commission on a vote of 9-0 with Chair Osborne and Commissioner Mahmood absent.

The motion authorizing the issuance of a rebate to Riverside Resources was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-1 vote. Council Member Troxclair voted nay. Council Member Zimmerman abstained.

5. Authorize recurring exempted sole source procurements (postage, electronic subscriptions and professional dues and memberships) under Texas Local Government Code 252 for expenditures necessary to conduct routine City business with multiple agencies and vendors in an amount not to exceed \$3,333,000. January 25, 2016 – Recommended by the Electric Utility Commission on a vote of 9-0 with Chair Osborne and Commissioner Mahmood absent.

The motion authorizing exempted sole source procurements was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-0 vote. Council Members Troxclair and Zimmerman abstained.

6. Approve Service Extension Request No. 3683 for wastewater service to 1100, 1102, 1103, 1104, 1105, 1106, 1201, 1203, 1205, 1206, 1210, and 1300 Constant Springs Drive and 3600 and 3601 Moon River Road located within the Drinking Water Protection Zone, the City's 2-mile extra territorial jurisdiction, and Austin Water's service area.

The motion to approve the service extension request number 3683 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

7. Approve an ordinance authorizing negotiation and execution of an amended wastewater cost reimbursement agreement with Club Deal 120 Whisper Valley, L.P., for the design and construction of a phased wastewater treatment plant and wastewater interceptor, in an amount not to exceed \$18,194,779 (which represents an increase of \$3,394,779) and waiving City Code Sections 25-9-33, 25-9-61, 25-9-62, 25-9-63, 25-9-64, 25-9-66 and Resolution No. 20080214-055.

Ordinance 20160128-007 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

Items 8 through 10 were pulled for discussion.

11. Authorize negotiation and execution of a professional services agreement with KIMLEY-HORN AND ASSOCIATES, INC. (staff recommendation) or the other qualified responder to Request for Qualifications Solicitation No. CLMP189A, to provide professional engineering services for the Austin Transportation Department Traffic Management Center Operations Expansion Project in an amount not to exceed \$2,000,000 for a period of one year and three 12-month extension options in an amount not to exceed \$2,000,000 per extension, for a total contract amount not to exceed \$8,000,000. (Notes: This contract will be awarded in compliance with City Code Chapter 2-9B Minority Owned and Women Owned Business Enterprise Procurement Program. Limited subcontracting opportunities were identified; therefore, no MBE/WBE participation goals were established for this solicitation.)

The motion authorizing the negotiation and execution of a professional services agreement with Kimley-Horn and Associates, Inc. was approved on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.

12. Authorize negotiation and execution of a professional services agreement with FREESE AND NICHOLS, INC. (staff recommendation) or one of the other qualified responders to Request For Qualifications Solicitation No. CLMP190, to provide engineering services for the Sanitary Sewer Evaluation Study – Crosstown Tunnel Basin Project for a total contract amount not to exceed

\$1,500,000. (Notes: This contract will be awarded in compliance with City Code Chapter 2-9B of the City Code Minority Owned and Women Owned Business Enterprise Procurement Program by meeting the goals with 15.80% MBE and 15.80% WBE participation)

The motion authorizing the negotiation and execution of a professional services agreement with Freese and Nichols, Inc. was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.

Item 13 was pulled for discussion.

14. Authorize negotiation and execution of a three-year interlocal agreement with Austin Community College for professional career education classes for City employees in an amount not to exceed \$500,000.

The motion authorizing the negotiation and execution of an interlocal agreement with Austin Community College was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-0 vote. Council Members Troxclair and Zimmerman abstained.

15. Authorize execution of an interlocal agreement with the City of Jonestown for the installation, maintenance, and repair of Jonestown's wireless communications equipment for a 12-month term for an estimated amount not to exceed \$5,000 payable to the City and with annual automatic renewal terms in the same estimated amount per renewal.

The motion authorizing the execution of an interlocal agreement with the City of Jonestown was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

16. Authorize execution of an interlocal agreement with Williamson County for installation, programming, maintenance, and repair of the County's wireless communications equipment for an initial term ending September 30, 2016, with an estimated amount of \$5,000 payable to the City and with annual automatic renewal terms in the same estimated amount per renewal.

The motion authorizing the execution of an interlocal agreement with Williamson County was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

17. Approve the recommendation of the Arts Commission to deaccession On the Green by Pat Wilie, at the Roy Kizer Golf Course, a public artwork commissioned by the Art in Public Places program.

The motion approving the recommendation of the Arts Commission was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.

18. Approve an ordinance amending the Fiscal Year 2015-2016 Economic Development Department Operating Budget Special Revenue Fund (Ordinance No. 20150908-001) to adopt a budget for the Austin Downtown Public Improvement District, with a beginning balance of \$304,647, revenue of \$5,174,560, and requirements of \$5,182,888.

Ordinance 20160128-018 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-0 vote. Council Members Troxclair and Zimmerman abstained.

19. Approve an ordinance setting the assessment rate and approving a proposed 2016 assessment roll for the South Congress Preservation and Improvement District. Related to Items #20, #21, and #58.

Ordinance 20160128-019 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-0 vote. Council Members Houston and Troxclair abstained.

20. Approve a resolution adopting the South Congress Preservation and Improvement District Service Plan and Budget for 2016. Related to Items #19, #21, and #58.
Resolution 20160128-020 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-0 vote. Council Members Houston and Troxclair abstained.
21. Approve a resolution amending Resolution No. 20141106-019, to amend the South Congress Preservation and Improvement District Service Plan and Budget for 2015. Related to Items #19, #20, and #58.
Resolution 20160128-021 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-1 vote. Council Member Houston voted nay. Council Member Troxclair abstained.
22. Approve negotiation and execution of a reimbursement agreement with Trammell Crow affiliate TC GREEN WATER MASTER DEVELOPER, LLC, for the Tree Relocation and Care Services for a 28" diameter heritage live oak tree located on Block 185 of the former Green Water Treatment Plant for a total contract amount not to exceed \$125,500. Related to Items #23 and #43.
The motion authorizing the negotiation and execution of a reimbursement agreement with Trammell Crow affiliate TC Green Water Master Developer, LLC was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-2 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Gallo, Garza, Houston, Kitchen, Pool and Renteria. Those voting nay were: Council Members Troxclair and Zimmerman.
23. Approve an ordinance amending the Fiscal Year 2015-2016 Economic Development Capital Budget (Ordinance No. 20150908-002) to increase appropriations by \$125,500 for tree relocation and care services for a 28" diameter heritage live oak tree located on Block 185 of the former Green Water Treatment Plant. Related to Items #22 and #43.
Ordinance 20160128-023 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-2 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Gallo, Garza, Houston, Kitchen, Pool and Renteria. Those voting nay were: Council Members Troxclair and Zimmerman.
24. Approve the negotiation and execution of a contract with LATINO HEALTHCARE FORUM to implement health improvement strategies for a 12-month term from February 1, 2016 through January 31, 2017, in an amount not to exceed \$175,000, for a total contract amount not to exceed \$175,000.
The motion authorizing the negotiation and execution of a contract with Latino Healthcare Forum was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.
25. Authorize the negotiation and execution of an interlocal agreement with the TEXAS DEPARTMENT OF STATE HEALTH SERVICES to purchase human immunodeficiency virus (HIV) medication for eligible clients of the Ryan White Part A HIV Emergency Relief Project grant, for a six-month term from January 1, 2016 through June 30, 2016, for a total contract amount not to exceed \$400,000.

The motion authorizing the negotiation and execution of an interlocal agreement with the Texas Department of State Health Services was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.

26. Approve an ordinance authorizing acceptance of \$83,537 in grant funds from the U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, HEALTH RESOURCES AND SERVICES ADMINISTRATION, and amending the Fiscal Year 2015-2016 Health and Human Services Department Operating Budget Special Revenue Fund (Ordinance No. 20150908-001) to transfer in and appropriate \$83,537 for the Ryan White Part A HIV Emergency Relief Project and Minority AIDS Initiative Program.

Ordinance 20160128-026 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.

27. Approve the negotiation and execution of Amendment No. 10 with CENTRAL TEXAS COMMUNITY HEALTH CENTERS, INC., in the amount of \$35,323 for a revised amount of \$1,685,236, with one-year renewal option in an amount not to exceed \$1,685,236, for a total contract amount not to exceed \$8,089,506.

The motion authorizing the negotiation and execution of amendment number ten with Central Texas Community Health Centers, Inc. was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.

28. Authorize negotiation and execution of a legal services agreement with Lloyd Gosselink Rochelle & Townsend, P.C., for legal services regarding the public review process for proposed electric rates to be implemented in Fiscal Year 2016-17, in an amount not to exceed \$225,000.

The motion authorizing the negotiation and execution of a legal services agreement with Lloyd Gosselink Rochelle & Townsend, PC was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.

29. Authorize award and execution of two 12-month contracts for exempted sole source subscription services for the Austin Public Library with PROQUEST LLC in an amount not to exceed \$96,163, and with CENGAGE LEARNING, INC. in an amount not to exceed \$86,424.66, for a total amount not to exceed \$182,587.66.

The motion authorizing the award and execution of two contracts with Proquest LLC and Cengage Learning, Inc. was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-1 vote. Council Member Zimmerman voted nay.

30. Authorize negotiation and execution of an encroachment agreement with TAYSHA REAL ESTATE PARTNERS, LLC, for the aerial encroachment of right-of-way by enclosed building space at the intersection of West 2nd Street and Nueces Street, located at 202 Nueces Street (District 9).

The motion authorizing the negotiation and execution of an encroachment agreement with Taysha Real Estate Partners, LLC was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

Item 31 was pulled for discussion.

32. Approve a resolution authorizing the City's continued membership in the Capital Area Council of Governments and payment of the related membership fee, in an amount not to exceed \$87,721.00.

Resolution 20160128-032 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

33. Approve execution of an interlocal agreement with the City of San Antonio for 911 call continuity of operations during critical instances.
The motion approving execution of an interlocal agreement with the City of San Antonio was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.
34. Approve an ordinance creating temporary navigation control zones on Lake Austin during the PGA World Golf Championships-Dell Match Play and creating an offense.
Ordinance 20160128-034 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.
35. Approve execution of an amendment to the interlocal agreement with the University of Texas for the U.S. Department of Justice grant, funded program, Restore Rundberg, to add approximately 10 months to the term.
This item was postponed to February 25, 2016 on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.
36. Authorize negotiation and execution of an Advance Funding Agreement with Texas Department of Transportation (TxDOT) for relocation and adjustments of existing water and wastewater lines in conflict with TxDOT highway improvements along Interstate 35 from north of Stassney lane to William Cannon boulevard and at Slaughter Creek overpass, in the amount of \$803.66 for design and \$206,331.66 for construction, plus a \$20,633.17 construction contingency for a total amount of \$227,768.49. (Districts 2 and 3) Related to Items #37 and #38.
The motion authorizing the negotiation and execution of an Advance Funding Agreement with Texas Department of Transportation was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.
37. Authorize execution of a standard utility agreement with the Texas Department of Transportation for funding of the adjustment of water valves and installation of fire hydrant markers within the Slaughter Creek Overpass Project. (Districts 2 & 3) Related to Items #36 and #38.
The motion authorizing the execution of a standard utility agreement with Texas Department of Transportation was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.
38. Authorize execution of a standard utility agreement with the Texas Department of Transportation for funding of the adjustment, removal and relocation of water and wastewater lines within the IH 35 roadway improvements from North of Slaughter Lane to South of William Cannon Drive. (Districts 2 & 3) Related to Items #36 and #37.
The motion authorizing the execution of a standard utility agreement with Texas Department of Transportation was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.
39. Authorize negotiation and execution of a 12-month contract with CREATIVE CONSUMER RESEARCH INC., or one of the other qualified offerors to Request for Proposal RMJ0302, for marketing research service studies, in an amount not to exceed \$300,000, with four 12-month extension options in an amount not to exceed \$300,000 per extension option, for a total contract amount not to exceed \$1,500,000. (Notes: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned

Business Enterprise Procurement Program. For the goods and services required for this solicitation, there were insufficient subcontracting opportunities; therefore, no goals were established.)

This item was postponed to February 4, 2016 on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

40. Authorize award and execution of a 36-month contract with N-LINE TRAFFIC MAINTENANCE L.P. (WBE) for the rental of temporary traffic control devices in an amount not to exceed \$3,495,000, with three 12-month extension options in an amount not to exceed \$1,165,000 per extension option, for a total contract amount not to exceed \$6,990,000. (Notes: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the goods and services require for this solicitation, there were insufficient subcontracting opportunities; therefore, no subcontracting goals were established.)

The motion authorizing the award and execution of a contract with N-Line Traffic Maintenance LP was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.

41. Authorize award and execution of a 12-month contract with ITS PLUS INC. to provide a video imaging vehicle detection system in an amount not to exceed \$844,150, with three 12-month extension options in an amount not to exceed \$931,414 per extension option, for a total contract amount not to exceed \$3,638,392. (Notes: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9D Minority Owned and Women Owned Business Enterprise Procurement Program. For the goods and services required for this solicitation, there were an insufficient number of certified M/WBE firms; therefore, no subcontracting goals were established.)

The motion authorizing the award and execution of a contract with ITS Plus Inc. was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.

Item 42 was pulled for discussion.

43. Authorize negotiation and execution of a contract with ENVIRONMENTAL TREE AND DESIGN INC., or the other qualified offeror to Request for Proposal EAD0123REBID, for tree relocation and care services in an amount not to exceed \$125,500. Related to Items #22 and #23. (Notes: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the goods and services required for this solicitation, there were insufficient subcontracting opportunities; therefore, no subcontracting goals were established.)

The motion authorizing the negotiation and execution of a contract with Environmental Tree and Design Inc. or the other qualified offeror was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-1 vote. Council Member Troxclair voted nay. Council Member Zimmerman abstained.

44. Authorize negotiation and execution of an amendment to the contract with GE GRID SOLUTIONS, LLC to provide continued maintenance and support of GE Smallworld Electric Office software to add five one-year extension options in an amount not to exceed \$380,000 per extension option, for a revised total contract amount not to exceed \$4,904,061. (Notes: This contract was awarded as a sole source and is exempt from City Code Chapter 2-9C Minority and Women Owned Business Enterprise Procurement Program.) January 25, 2016 – Recommended

by the Electric Utility Commission on a vote of 9-0 with Chair Osborne and Commissioner Mahmood absent.

The motion authorizing the negotiation and execution of an amendment to the contract with GE Grid Solutions, LLC was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Zimmerman abstained.

45. Authorize negotiation and execution of contracts with qualifying vendors for enrollment and access to Austin Energy's Power Partner Thermostat Program, in a combined total amount not to exceed \$1,000,000 over a two-year contract term. (Notes: This contract is exempt from City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program.) January 19, 2016 – Recommended by the Resource Management Commission on a vote of 9-0 with Commissioners Santiago and Saum absent. January 25, 2016 – Recommended by the Electric Utility Commission on a vote of 9-0 with Chair Osborne and Commissioner Mahmood absent.

The motion authorizing the negotiation and execution of contracts to Austin Energy's Power Partner Thermostat Program was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

46. Authorize award and execution of an interlocal agreement with the CITY OF SEGUIN, TEXAS to allow for cooperative procurement of goods and services. (Notes: This contract is exempt from City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program.)

The motion authorizing the award and execution of an interlocal agreement with the City of Seguin, Texas was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

47. Approve issuance of a street closure permit under City Code Chapter 14-8 for the Fado's Irish Pub St. Patrick's Day Festival, a fee-paid event in the 200 block of West 4th Street, which will be held on Thursday, March 17, 2016 from 5:00 a.m. to midnight.

The motion approving the issuance of a street closure permit for the Fado's Irish Pub St. Patrick's Day Festival was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

48. Approve a resolution authorizing the execution of a multiple use agreement with the Texas Department of Transportation to permit the construction, maintenance, and operation of a safety lighting system on the highway right of way of IH 35 at seven bridge overpasses.

Resolution 20160128-048 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

49. Approve a resolution supporting the City of Austin application for U.S. Department of Transportation "Beyond Traffic: The Smart City Challenge" grant opportunity and authorizing the City Manager to accept and expend the \$100,000 award from the U.S. Department of Transportation in the event the City is selected as a finalist in the Smart City Challenge.

Resolution 20160128-049 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-1 vote. Council Member Troxclair voted nay. Council Member Zimmerman abstained.

Item 50 was pulled for discussion.

51. Approve appointments and certain related waivers to citizen boards and commissions, to Council committees and other intergovernmental bodies and removal and replacement of members.

The following appointments and waivers were approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

Nominations

<u>Board/Nominee</u>	<u>Nominated by</u>
Arts Commission Teruko Nimura	Council Member Pool
Board of Adjustment Rahm McDaniel	Council Member Casar
Bond Oversight Commission Keri Burchard-Juarez	Mayor Pro Tem Tovo
Bond Oversight Commission Kristina Hager	Council Member Garza
Bond Oversight Commission Linda Guerrero	Council Member Pool
Building & Fire Code Board of Appeals Aubrey Brasfield	Council Member Garza
Building & Standards Commission- Panel 1 Andrea Freiburger	Mayor Pro Tem Tovo
Building & Standards Commission- Panel 1 Julio Carrillo	Council Member Garza
Building & Standards Commission- Panel 1 John Green	Council Member Casar
Building & Standards Commission- Panel 1 Brian Talley	Council Member Troxclair
Commission on Immigrant Affairs Elisse Jean-Pierre	Council Member Houston
Commission on Seniors Elaine Cohen	Council Member Casar
Community Technology & Telecommunications Commission Virgilia Singh	Mayor Adler
Downtown Commission Jonathan Gins	Urban Transportation Commission
Downtown Austin Community Court	

**Advisory Committee
Lea Downey**

Council Member Pool

**Hispanic/Latino Quality of Life
Resource Advisory Commission
Fernando Trevino**

Council Member Gallo

**Mayor's Committee for People with Disabilities
Chris Masey**

Council Member Garza

**Mechanical, Plumbing & Solar Board
Michael Lumbley**

Council Member Garza

**Land Development Code Advisory Group
Guy Dudley**

Council Member Zimmerman

Waivers

Approve a waiver of the attendance requirement in Section 2-1-26 of the City Code for the service of Benjamin Graham on the Community Technology & Telecommunications Commission. The waiver includes absences through today's date.

Approve a waiver under Section 2-1-27(e) of the City Code of the training deadline established by Section 2-1-23(B) of the City Code for a person appointed to a City board on or before July 1, 2015, if the person completed the training required by Section 2-1-23 on or before February 12, 2016.

Board or Commission	Member	District
African American Resource Advisory Commission	Clifford Gillard	3
Commission for Women	Ana DeFrates	3
Commission for Women	Mackenzie Kelly	6
Commission on Immigrant Affairs	Jose Gamboa	3
Design Commission	Bart Whatley	9
Early Childhood Council	Sebastian Wren	4
Mexican American Cultural Center Advisory Board	Kathy Vale Castillo	M
Parks and Recreation Board	Michael Casias	3

Approve a waiver under Section 2-1-27(e) of the City Code of the training deadline established by Section 2-1-23(B) of the City Code for a person appointed to a City board between August 1, 2015 through August 31, 2015, if the person completed the training required by Section 2-1-23 on or before February 12, 2016.

Board or Commission	Member	District
Board of Adjustment	Eric Goff	2
Community Development Commission	Angelica Noyola	CDC
Construction Advisory Committee	Calvin Williams	1
Electric Board	Nicole Stasek	7
Mayor's Committee for People with Disabilities	Ronnie Miller	1

Approve a waiver under Section 2-1-27(e) of the City Code of the training deadline established by Section 2-1-23(B) of the City Code for a person appointed to a City board between September 1, 2015 through September 30, 2015, if the person completed the training required by Section 2-1-23 on or before February 12, 2016.

Board or Commission	Member	District
Commission on Veterans Affairs	Ed Colinsky	6

52. Approve the waiver or reimbursement of certain fees and requirements under City Code Chapter 14-8, and authorize payment of certain costs for the City cosponsored 2016 Martin Luther King Jr. parade which was held Monday, January 18, 2016. (Notes: SPONSOR: Council Member Sabino "Pio" Renteria CO 1: Council Member Gregorio Casar CO 2: Council Member Ora Houston CO 3: Council Member Ann Kitchen CO 4: Council Member Delia Garza)
The motion to approve the waiver or reimbursement of certain fees and requirements under City Code Chapter 14-8 and authorize payment of certain costs for the 2016 Martin Luther King Jr. parade was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.
53. Approve an ordinance waiving or reimbursing certain fees for the Chinese New Year Celebration sponsored by the Chinese Society of Austin which is to be held on Saturday, February 6, 2016 at the Asian American Resource Center. (Notes: SPONSOR: Council Member Ora Houston CO 1: Mayor Steve Adler CO 2: Mayor Pro Tem Kathie Tovo CO 3: Council Member Leslie Pool CO 4: Council Member Sheri Gallo)
Ordinance 20160128-053 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.
54. Authorize reimbursement of certain costs under City Code Chapter 14-8 for the March for Gun-Free Campuses sponsored by Gun-Free UT which was held on Friday, January 8, 2016 beginning at the JW Marriott on East 2nd St. and ending at the Texas State Capitol building. (Notes: SPONSOR: Mayor Pro Tem Kathie Tovo CO 1: Mayor Steve Adler CO 2: Council Member Ora Houston CO 3: Council Member Leslie Pool CO 4: Council Member Delia Garza)
The motion authorizing reimbursement of certain costs for the March for Gun-Free Campuses was approved on consent on Council Member Garza's motion, Council Member Gallo's second on a 9-1 vote. Council Member Troxclair voted nay. Council Member Zimmerman abstained.
55. Approve an ordinance waiving development fees for the construction of accessible ramps for existing single-family and duplex residential dwelling units built by qualifying non-profit entities for income-eligible individuals. (Notes: SPONSOR: Mayor Pro Tem Kathie Tovo CO 1: Council Member Ora Houston CO 2: Council Member Leslie Pool CO 3: Council Member Delia Garza)
Ordinance 20160128-055 was approved on consent on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

Item 56 was pulled for discussion.

57. Set a public hearing to consider the use of dedicated parkland, known as Lady Bird Lake at Auditorium Shores Park, Butler Park, Shoal Beach Park, Duncan Park, and Republic Square Park (District 9), for approximately 18,456 square feet of permanent reclaimed water transmission and distribution main use, approximately 38,836 square feet of temporary working space use, and approximately 6,502 square feet of temporary staging area and materials storage site use, to

construct, use, maintain, repair, and replace reclaimed water transmission and distribution mains for construction of a portion of the Main to Junction 420 (Downtown Area) project, in accordance with Chapter 26 of the Texas Parks and Wildlife Code. (Suggested date and time: February 25, 2016 at 4:00 p.m., Austin City Hall, Council Chambers, 301 West Second Street, Austin, TX).

The public hearing was set on consent for February 25, 2016 at 4:00 p.m. at 301 W. Second Street, Austin, TX on Council Member Garza's motion, Council Member Gallo's second on an 11-0 vote.

58. Set a public hearing to consider the South Congress Preservation and Improvement District 2016 assessments. (Suggested date and time: February 25, 2016, 4:00 p.m., at Austin City Hall, 301 W. Second Street, Austin, TX). Related to Items #19 and #20, and #21.

The public hearing was set on consent for February 25, 2016 at 4:00 p.m. at 301 W. Second Street, Austin, TX on Council Member Garza's motion, Council Member Gallo's second on a 10-0 vote. Council Member Houston abstained.

Items 61 through 71 were referred from Council Committees.

Item 72 was Eminent Domain.

Items 73 and 74 were Zoning Ordinances/Restrictive Covenants (Hearings Closed).

Items 75 through 77 were Executive Session items.

Item 78 was the Austin Housing and Finance Corporation Meeting set for 3:00 p.m.

Items 79 through 91 were public hearing items set for 4:00 p.m.

Items 92 through 96 were addendum items.

DISCUSSION ITEMS

61. Approve an ordinance amending the Fiscal Year 2015-16 Operating Budget of Austin Resource Recovery (Ordinance No. 20150908-001) to increase transfers out by \$2,792,001 and amending the Fiscal Year 2015-2016 Austin Resource Recovery Capital Budget (Ordinance No. 20150908-002) to transfer in and appropriate \$2,792,001 from the Austin Resource Recovery Operating Budget for facility development and construction. (Notes: Austin Resource Recovery - Item #2 on December 10, 2015.)

This item was withdrawn without objection.

50. Approve a list of proposed projects available to utilize the Capital Metropolitan Transportation Authority quarter-cent fund.

Clarification was provided in Changes and Corrections that a resolution was to be considered as part of the approval of the project list.

The motion to approve the resolution adopting the list of projects attached as Exhibit A available to utilize the Capital Metropolitan Transportation Authority quarter-cent fund was approved as amended on Council Member Zimmerman's motion, Council Member Kitchen's second on a 10-0 vote. Mayor Adler was off the dais.

The amendment was to include the following projects in addition to the projects originally submitted:

DISTRICT 2

- Sidewalks Program	12712- 12925 Pearce Ln.	\$123,840
- Sidewalks Program	1500-1729 Thornberry Rd.	\$256,950
- Sidewalks Program	900-1021 Turtle Creek Blvd.	\$97,800
- Sidewalks Program	900-1018 Sahara Ave.	\$78,720
- Sidewalks Program	6100-6117 Emerald Forest Dr.	\$40,800
- Local Area Traffic Management	Cloudview Drive from Congress Avenue to Lunar Drive LATM	\$9,600
- Sidewalks Program	700-710 King Edward Pl.	\$28,320
- Sidewalks Program	100-213 Cloudview Dr.	\$83,640
- Sidewalks Program	711-724 King Edward Pl.	\$24,840
- Sidewalks Program	808-821 King Edward Pl.	\$29,280
- Sidewalks Program	800-807 King Edward Pl.	\$28,080
- Sidewalks Program	6500-6519 Middleham Pl.	\$46,680
- Sidewalks Program	6400-6408 Middleham Pl.	\$41,880
- Signals Program	S. 1 st St. @ King Edward Pl.	\$75,000
- Signals Program	S. 1 st St. @ Prince Valiant Dr.	\$165,000
- Sidewalks Programs	8002-8117 S 1 st St.	\$45,240
- Signals Program	S. 1 st St. @ Mairo St.	\$75,000
- Signals Program	S. 1 st St. @ Great Britain Blvd.	\$165,000
- Sidewalks Program	North side Lemon Dr. from Ponciana Dr. to Jacaranda Dr.	\$58,200
- Sidewalk Program	2311-2328 Deadwood Dr.	\$21,600
- Active Transportation	Pleasant Valley (Onion Creek Park to Button Bend) Protected Bicycle Lane	\$100,000
- Sidewalks Program	5400-5507 Village Ln.	\$55,920
- Sidewalks Program	5508-5521 Village Ln.	\$29,160
- Sidewalks Program	5600-5615 Village Ln.	\$26,640
- Signals Program	Pleasant Valley Rd. @ Village Square Dr.	\$75,000
- Signals Program	Pleasant Valley Rd. @ Turnstone Dr.	\$75,000
- Sidewalks Program	Stassney (from Palo Blanco to Pleasant Valley)	\$58,500

DISTRICT 4

- Active Transportation	Denson Bike Lane	\$130,000
- Arterial Streets Geometric Improvements	Westbound turn off Rundberg to N Creek	\$100,000
- Local Area Traffic Management	Jamestown LATM	\$40,000
- Local Area Traffic Management	LATM entering Georgian Acres Neighborhood- Most effective system as proposed by Staff (Consider along Dean, Beaver and Elliot)	\$90,000

- Local Area Traffic Management	LATM near future Showplace Lanes.	\$50,000
- Multiple	Park- most effective system as proposed by staff (Consider Longspur and Diamondback) North Lamar between 183 and Braker	\$730,000
- Multiple	Improvements- include sidewalks between Rutland & Longspur on Lamar; include traffic signals or pedestrian hybrid beacons (strongly consider signal light or pedestrian beacon at Fairfield; strongly consider pedestrian crossing between Masterson Pass and Kramer); consider other high impact projects Berkman Improvements – Provide Solution for Neighborhood Concerns between 51 st St. and HWY-290	\$60,000
- Neighborhood Partnering Program	General funding for proposed NACA NPP	\$40,000
- Sidewalk Program	Sidewalk to Barrington Elementary- Consider sidewalks on Shepard, North Drive, and Carpenter from North Lamar to Barrington Elementary School	\$370,000
- Signals Program	822 Rutland Dr. near HEB	\$75,000
- Signals Program	Crossing N Lamar b/w Nelray & 2222 (N Lamar @ Houston)	\$37,000
- Remainder	District Remainder	\$47,500
- Signals Program	Consider at Denson and Airport Intersection near ACC Highland	\$8,000
- LATM	North Creek Dr. LATM (Rundberg to Rock Hollow)	\$30,000
- Sidewalk Program	Middle Fiskville Rd./Fairfield Dr./ North Lamar Connections	\$100,000

DISTRICT 8

- Advanced Transportation Management System	Implement Adaptive Signal Control in District 8 based on best use of technology	\$400,000
- Arterial Streets Geometric Improvements	Convict Hill & Escarpment	\$50,000
- Capital Metro	City funds will be combined with Cap Metro funds to increase bus service in District 8	\$600,000
- Sidewalk Program	290 Frontage Rd. – finish south side Sidewalks from Westcreek Dr. to Monterey Oak Blvd.	\$253,440
- Sidewalk Program	Latta Dr. – complete sidewalks on Latta from Tiffany to Islander	\$214,800
- Sidewalk Program	Westcreek Dr. – the east side of Westcreek Drive finishing the sidewalk from Patton Elementary to 290	\$96,000
- Sidewalk Program	Sidewalk – north side of SH71 from the Y @ Oak Hill to Fletcher Ln	\$171,000
- Sidewalk Program	Alexandria Dr. – 200 ft. gap in sidewalk	\$24,000

	east of Capano	
- Signals Program	Cedar Creek Elementary School	\$75,000
- Signal Study	Davis Lane Signal Study – Need for traffic light @ David & Latta and Davis & Mopac	\$6,000
- Neighborhood Partnering Program	SW Pkwy Bluebonnet Seeding	\$2,990
- Multiple	Safety Improvements on 360 – crosswalk painted	\$6,770

Direction to staff to that if the large cost items were not able to be accomplished to bring back to Council to review how to use funds can be used otherwise.

65. Approve an ordinance amending City Code Chapter 2-1 related to the Downtown Commission. **Ordinance 20160128-065 was approved on Mayor Pro Tem Tovo's motion, Council Member Renteria's second on an 11-0 vote.**

9. Authorize negotiation of a professional services agreement with CDM SMITH, INC. (staff recommendation) or one of the other qualified responders to Request For Qualifications Solicitation No. CLMP179, to provide consulting services for the Integrated Water Resource Plan in an amount not to exceed \$1,000,000. (Notes: This contract will be awarded in compliance with City Code Chapter 2-9B Minority Owned and Women Owned Business Enterprise Procurement Program by meeting the goals with 15.80% MBE and 15.80% WBE participation.) **This item was postponed on consent on Council Member Pool's motion, Council Member Zimmerman's second on an 11-0 vote.**

Direction was given to staff to include the votes of the board and commission recommendations included in backup.

13. Authorize execution of a construction contract with MATOUS CONSTRUCTION, LTD., for the South Austin Regional Wastewater Treatment Plant Tertiary Filter Improvements project, in the amount of \$24,718,610 plus a \$1,235,930 contingency in an amount not to exceed \$25,954,540. (Notes: This contract will be awarded in compliance with City Code Chapter 2-9A Minority Owned and Women Owned Business Enterprise Procurement Program through the achievement of Good Faith Efforts with 15.47% MBE and 0.17% WBE participation.) **The motion authorizing the execution of a construction contract with Matous Construction, Ltd. was approved on Council Member Houston's motion, Council Member Renteria's second on an 11-0 vote.**

ZONING AND NEIGHBORHOOD PLAN AMENDMENTS

73. C14-2014-0186 – Hopper-Finley Tract – District 7 – Approve third reading of an ordinance amending City Code Chapter 25-2 by rezoning property locally known as 2500 South Heatherwilde Boulevard (Harris Branch Watershed) from development reserve (DR) district zoning to single family residence-small lot-(SF-4A) district zoning for Tract 1, multi-family residence-moderate-high density (MF-4) district zoning for Tract 2 and community commercial (GR) district zoning for Tract 3, with conditions. First Reading approved on November 12, 2015. Vote: 10-0, Council Member Houston off the dais. Second Reading approved on December 10, 2015. Vote: 8-2, Council Member Pool and Council Member Kitchen voted nay, Mayor Adler-absent. Owner/Applicant: Finley Company (Tim Finley). Agent: Graves Dougherty Hearon & Moody (Michael J. Whellan). City Staff: Sherri Sirwaitis, 512-974-3057.

Ordinance 20160128-073 was approved for single family residence-small lot-(SF-4A) district zoning for Tract 1, multi-family residence-moderate-high density (MF-4) district zoning for Tract 2 and community commercial (GR) district zoning for Tract 3, with conditions on Council Member Pool's motion, Council Member Renteria's second on a 9-0 vote. Council Members Pool and Zimmerman abstained.

74. C14-2015-0118 - Emerald Forest @ William Cannon Rezoning - District 2 - Approve third reading of an ordinance amending City Code Chapter 25-2 by rezoning property locally known as 6707 Emerald Forest Drive (Williamson Creek Watershed, South Boggy Creek Watershed) from family residence-neighborhood plan (SF-3-NP) combining district zoning and limited office-neighborhood plan (LO-NP) combining district zoning to neighborhood commercial-mixed use-conditional overlay-neighborhood plan (LR-MU-CO-NP) combining district zoning. First Reading approved on November 12, 2015. Vote: 11-0. Second Reading approved on December 10, 2015. Vote: 10-0, Mayor Adler was absent. Owner/Applicant: JBS Holdings, LP (Sheri Krause). Agent: Alice Glasco Consulting (Alice Glasco). City Staff: Wendy Rhoades, 512-974-7719.

Ordinance 20160128-074 was approved for neighborhood commercial-mixed use-conditional overlay-neighborhood plan (LR-MU-CO-NP) combining district zoning on Council Member Garza's motion, Council Member Renteria's second on a 10-0 vote. Council Member Troxclair was off the dais.

DISCUSSION ITEMS CONTINUED

66. Approve a resolution directing the City Manager to partner with the Local Economies Council in hosting the annual Local Business Conference.
Resolution 20160128-066 was approved on Mayor Pro Tem Tovo's motion, Council Member Casar's second on an 11-0 vote.
67. Approve a resolution directing the City Manager to explore options and locations for the provision of safe, durable, 24-hour free public toilets.
Resolution 20160128-067 was approved on Mayor Pro Tem Tovo's motion, Council Member Garza's second on a 9-0 vote. Council Members Troxclair and Zimmerman abstained.
71. Approve an ordinance establishing classifications and positions in the classified service of the Emergency Medical Services Department, eliminating and creating certain positions, establishing pay rates and repealing Ordinance No. 20150908-006 relating to Emergency Medical Services Department classifications and positions.
Ordinance 20160128-071 was approved with the following amendment on Council Member Pool's motion, Council Member Casar's second on a 9-2 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Gallo, Garza, Houston, Kitchen, Pool and Renteria. Those voting nay were: Council Members Troxclair and Zimmerman.

The amendment was to have the ordinance read:

An Ordinance establishing classifications and positions in the classified service of the Emergency Medical Services Department; Creating certain positions; Establishing pay rates; and repealing Ordinance No. 20150908-006 relating to Emergency Medical Services Department Classification and Positions

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**PART 1. The Council finds:**

- (A) In accord with the procedures in Subchapter K of Texas Local Government Code Chapter 143 (Civil Service Status of Emergency Medical Services Personnel in Certain Municipalities) the City has adopted Chapter 143, which applies to certain employees in City's Emergency Medical Services Department.**
- (B) Subchapter K of Chapter 143 provides that the City Council shall establish the classifications for the Emergency Medical Services Department and the number of positions in each classification.**
- (C) The Emergency Medical Services Department recommends the creation of certain classified positions to improve the delivery of emergency medical services and increase efficiency in the Emergency Medical Services Department**

PART 2. "Emergency Medical Services Department" means the Austin-Travis County Emergency Medical Services Department.

PART 3. The Emergency Medical Services Department shall be divided into three Divisions designated as the Field Division, Communications Division, and Operations Division. The number of positions in each civil service classification within each Division is established as follows:

Field Division:

(A) Commander-Field	33
(B) Captain-Field	68
(C) Medic II-Field	217
(D) Medic I-Field	141

Communications Division:

(A) Commander- Communications	4
(B) Captain- Communications	11
(C) Medic II- Communications	24
(D) Medic I- Communications	14

Operations Division:

(A) Assistant Chief	3
(B) Division Chief	6

PART 4. The number of positions in the civil service classification of Medic I Communication in Part 3 of this ordinance is an increase of three (3) from the number in existence immediately before the effective date of this ordinance.

PART 5. This Ordinance does not affect or amend the Meet and Confer Agreement between the City of Austin and the Austin-Travis County EMS Employees Association effective on October 1, 2013, which shall continue to apply to all civil service classifications except Assistant Chief, as specified in that Agreement.

PART 6. The Pay Scales attached to the Meet and Confer Agreement ratified on September 26, 2013 are adopted for each civil service classification except Assistant Chief.

PART 7. Ordinance 20150908-006 is repealed.

PART 8. This ordinance takes effect on February 9, 2016.

68. Approve a resolution related to funding policy goals for social service contracts and the Health and Human Services Department.
Resolution 20160128-068 was approved on Council Member Garza's motion, Council Member Houston's second on an 8-2 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Garza, Houston, Kitchen, Pool and Renteria. Those voting nay were: Council Members Troxclair and Zimmerman. Council Member Gallo abstained.
64. Approve an ordinance amending City Code Chapter 2-1 relating to the African-American Resource Advisory Commission. (Notes: Committee)
Ordinance 20160128-064 was approved on Council Member Houston's motion, Council Member Pool's second on an 11-0 vote.

CITIZENS COMMUNICATIONS: GENERAL

Susana Almanza - Drainage Fees, CIP and Equity in the City of Austin report.

Adrian Zeh - Drainage Fees, capital improvement, and equity.

Ed English - Local government transparency, accountability, and fiscal responsibility.

Zoila Vega - Wildlife management.

Susan Pantell - Bus transit.

Sharon Blythe - Wildlife contract management.

Malcolm Yeatts - Help with the Country Creek trail.

Barbara Terrell - Noise in the downtown area.

Samantha Rutherford - Williamson Creek buyout.

Amanda Mitchell Diaz - Williamson Creek buyout.

DISCUSSION ITEMS CONTINUED

10. Authorize execution of a construction contract with AUSTIN UNDERGROUND, INC., for the Main to Junction 420 Downtown Area project in the amount of \$4,732,997.65 plus a \$236,649.88 contingency, for a total contract amount not to exceed \$4,969,647.53. (Notes: This contract will be awarded in compliance with City Code Chapter 2-9A Minority Owned and Women Owned Business Enterprise Procurement Program by meeting the goals with 94.77% MBE and 0.98% WBE participation.)
The motion authorizing the execution of a construction contract with Austin Underground, Inc. was approved on Mayor Pro Tem Tovo's motion, Council Member Pool's second on a 9-1 vote. Council Member Zimmerman voted nay. Council Member Troxclair abstained.

31. Authorize payment of the City's annual membership dues for Fiscal Year 2015-2016 to the Lone Star Rail District, in an amount not to exceed \$49,500.00.
The motion authorizing payment of the City's annual membership dues for Fiscal Year 2015-2016 to the Lone Star Rail District was approved on Council Member Kitchen's motion, Council Member Renteria's second on a 9-2 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Gallo, Garza, Houston, Kitchen, Pool and Renteria. Those voting nay were: Council Members Troxclair and Zimmerman.
72. Approve a resolution authorizing the filing of eminent domain proceedings for the Onion Creek Floodplain Buyout Program Project for the fee simple acquisition of Lot 40, Block K, Yarrabee Bend Section 4, according to the map or plat thereof, recorded in Volume 77, Page 131, Plat Records, Travis County, Texas, and as corrected by Affidavit recorded in Volume 7093, Page 207, Deed Records, Travis County, Texas, in the amount of \$140,000. The owner of the needed property interest is Martha D. Alvarado. The property is located entirely in District 2, at 7102 Firefly Drive, Austin, Texas 78744-6552. The general route covered by this project includes the area along Lower Onion Creek, in the Onion Creek Forest, Onion Creek Plantation and Yarrabee Bend neighborhoods, near the intersection of South Pleasant Valley Road and East William Cannon Drive, in Austin, Travis County, Texas (District 2).
Resolution 20160128-072 was approved on Mayor Pro Tem Tovo's motion, Council Member Renteria's second on a 9-0 vote. Council Members Troxclair and Zimmerman voted abstained.
42. Authorize negotiation and execution of a contract with TCS INTERNATIONAL for the installation of sensors and signage for the implementation of a dynamic parking system for the Transportation Department, in an amount not to exceed \$658,164. (Notes: This contract is exempt from the City Code Chapter 2-9D Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established.)
The motion authorizing the negotiation and execution of a contract with TCS International was approved on Council Member Kitchen's motion, Council Member Pool's second on a 7-2 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Garza, Kitchen, Pool and Renteria. Those voting nay were: Council Members Troxclair and Zimmerman. Council Members Gallo and Houston abstained.

EXECUTIVE SESSION

The City Council went into Executive Session, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel, to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda and to receive advice from Legal Counsel regarding any other item on this agenda.

75. Discuss legal issues related to open government matters (Private consultation with legal counsel - Section 551.071 of the Government Code).
This item was withdrawn without objection.
76. Discuss legal issues related to Mercer et al v. City of Austin et al, Cause No. 1:13-cv-00830, in the United States District Court for the Western Division of Texas (Private consultation with legal counsel - Section 551.071 of the Government Code) (Related to July 26, 2013 officer-involved shooting).
This item was withdrawn without objection.

77. Discuss legal issues related to a potential election in May 2016 concerning Transportation Network Companies and other potential ballot measures (Private consultation with legal counsel - Section 551.071 of the Government Code).

This item was withdrawn without objection.

Mayor Adler recessed the Council Meeting at 1:15 p.m.

Mayor Adler reconvened the meeting at 2:20 p.m.

DISCUSSION ITEMS CONTINUED

70. Approve a resolution initiating amendments to City Code Chapter 25-10 (Sign Regulations) relating to digital signage.

Resolution 20160128-070 was approved as amended on Council Member Pool's motion, Council Member Houston's second on an 11-0 vote.

The amendment was to have the resolution read:

" WHEREAS, on November 30, 2015, the Public Safety Committee of the City Council heard a presentation regarding the potential benefits of amending the City of Austin's sign regulations to allow digital billboards; and

WHEREAS, after considering the briefing, the Public Safety Committee voted to forward to the City Council, without recommendation, an item to initiate amendments to the City's sign regulations; and

WHEREAS, the City's sign regulations are part of the City's Land Development Code and are primarily a land use issue, including, compatibility with nearby uses; and

WHEREAS, there are many stakeholders in the City who participated in billboard discussions in the past and want to participate in the discussion as to whether amendments to the sign regulations to permit digital billboards are appropriate; NOW THEREFORE,

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

- 1. The City Manager is directed to conduct a series of public stakeholder meetings to ascertain support for amendments to City Code Chapter 25-10 (Sign Regulations).**
 - The stakeholder meetings should include, but are not limited to, representatives from scenic groups, neighborhood associations, bicycle community, pedestrian advocates, and representatives of the billboard business community.**
- 2. The feedback from the stakeholders meetings, along with a recommendation from staff, should be presented to the City Council for consideration within 120 days, following such other review as may be deemed appropriate."**

69. Approve a resolution directing the City Manager to include consideration of whether to allow digital signage as part of the CodeNext process.

This item was withdrawn without objection.

Action was taken on item 96 but was reconsidered later in the meeting see below.

92. Approve an ordinance relating to a voluntary background check program for people using a variety of online services involving peer-to-peer transactions. (Notes: SPONSOR: Mayor Steve

Adler CO 1: Council Member Gregorio Casar CO 2: Council Member Sabino "Pio" Renteria CO 3: Council Member Sheri Gallo)

Ordinance 20160128-092 was approved on Mayor Adler's motion, Council Member Kitchen's second on a 7-4 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Gallo, Kitchen, Pool and Renteria. Those voting nay were: Council Members Garza, Houston, Troxclair and Zimmerman.

96. Approve an ordinance amending Ordinance No. 20151217-075 to amend the effective date; and declaring an emergency. (Notes: SPONSOR: Mayor Steve Adler CO 1: Council Member Gregorio Casar CO 2: Council Member Sabino "Pio" Renteria CO 3: Council Member Sheri Gallo)

Ordinance 20160128-096 was approved on Mayor Adler's motion, Council Member Kitchen's second on a 7-1 vote. Those voting aye were: Mayor Adler, Council Members Casar, Gallo, Houston, Kitchen, Pool and Renteria. Council Member Garza voted nay. Mayor Pro Tem Tovo, Council Members Troxclair and Zimmerman abstained.

The motion to reconsider the item was approved on Mayor Adler's motion, Council Member Kitchen's second on an 8-1 vote. Council Member Zimmerman voted nay. Council Members Garza and Troxclair abstained.

Ordinance 20160128-096 was approved on an 8-1 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Gallo, Houston, Kitchen, Pool and Renteria. Council Member Garza voted nay. Council Members Troxclair and Zimmerman abstained.

56. Approve an ordinance relating to ground transportation passenger service providers. (Notes: SPONSOR: Council Member Ann Kitchen CO 1: Council Member Delia Garza CO 2: Council Member Leslie Pool CO 3: Council Member Sheri Gallo)

This item was withdrawn without objection.

95. Approve an ordinance relating to a voluntary background check program for people using a variety of ground transportation passenger services. (Notes: SPONSOR: Mayor Steve Adler CO 1: Council Member Gregorio Casar CO 2: Council Member Sabino "Pio" Renteria CO 3: Council Member Sheri Gallo)

This item was withdrawn without objection.

93. Approve an ordinance relating to ground transportation passenger services. (Notes: SPONSOR: Mayor Steve Adler CO 1: Council Member Gregorio Casar CO 2: Council Member Sabino "Pio" Renteria CO 3: Council Member Sheri Gallo)

This item was withdrawn without objection.

94. Approve an ordinance relating to ground transportation passenger services. (Notes: SPONSOR: Mayor Steve Adler CO 1: Council Member Gregorio Casar CO 2: Council Member Sabino "Pio" Renteria CO 3: Council Member Sheri Gallo)

This item was withdrawn without objection.

8. Authorize the negotiation and execution of a cost participation agreement with ARG BULL CREEK, Ltd. for the City to reimburse the developer for an amount not to exceed \$1,304,894.00 for costs associated with the design and construction of an oversized water main and appurtenances related to Service Extension Request No. 3607, that will provide water service to the Bull Creek Tract mixed-use development located at 4205 Bull Creek Road.

The motion authorizing the negotiation and execution of a cost participation agreement with ARG Bull Creek, Ltd. was approved on Council Member Zimmerman's motion, Council Member Houston's second on a 9-0 vote. Council Member Houston abstained. Council Member Troxclair was off the dais.

Direction was given to staff to send a memo providing which particular water treatment plant flow to and when the line from West Austin was constructed to move the flow to the Walnut Creek.

PUBLIC HEARINGS

Items 87 and 88 were acted upon in a combined motion.

87. Conduct a public hearing and consider an ordinance granting a site specific amendment to City Code Section 25-8-514 and granting variances to City Code Sections 25-8-261 and 25-8-482 to allow redevelopment of St. Catherine of Siena Church (SP-2014-0476C). This action requires a site specific amendment to the Save Our Springs Initiative and concerns property in the Barton Springs Zone. (District 8). Related to Item #88.

The motion to postpone this item to February 25, 2016 was approved on Council Member Zimmerman's motion, Council Member Kitchen's second on a 10-0 vote. Council Member Troxclair was off the dais.

88. Conduct a public hearing and consider an ordinance regarding floodplain variances for the redevelopment of St. Catherine of Siena Church located at 4800 Convict Hill Road as requested by the owner of the property (District 8). The property is partially in the 25-year and 100-year floodplains of the Kincheon Branch, a tributary of Williamson Creek. Related to Item #87.

The motion to postpone this item to February 25, 2016 was approved on Council Member Zimmerman's motion, Council Member Kitchen's second on a 10-0 vote. Council Member Troxclair was off the dais.

Items 59 and 79 were acted upon in a combined motion.

59. Approve an ordinance amending the Fiscal Year 2015-2016 Economic Development Department Operating Budget Special Revenue Fund (Ordinance No. 20150908-001) to adopt a budget for the East Sixth Street Public Improvement District, with a beginning balance of \$100,349, revenue of \$120,691, and requirements of \$120,691. Related to Item #79.

Ordinance 20160128-059 was approved on Mayor Pro Tem Tovo's motion, Council Member Renteria's second on a 10-0 vote. Council Member Troxclair was off the dais.

79. Conduct a public hearing and consider an ordinance regarding the East Sixth Street Public Improvement District 2016 assessment roll and authorize the levying of 2016 assessments. Related to Item #59.

The public hearing was conducted and the motion to close the public hearing and approve Ordinance 20160128-079 was approved on Mayor Pro Tem Tovo's motion, Council Member Renteria's second on a 10-0 vote. Council Member Troxclair was off the dais.

Items 60 and 90 were acted upon in a combined motion.

60. Approve an ordinance amending the Fiscal Year 2015-2016 Financial Services Department Operating Budget Special Revenue Fund (Ordinance No. 20150908-001) to adopt a budget for the Estancia Hill Country Public Improvement District. Related to Item #90.

Ordinance 20160128-060 was approved on Council Member Kitchen's motion, Council Member Renteria's second on a 9-0 vote. Council Members Pool and Troxclair were off the dais.

90. Conduct a public hearing and consider an ordinance regarding the Estancia Hill Country Public Improvement District 2016 assessment roll and authorizing the levying of the 2016 assessments. Related to Item #60.
- The public hearing was conducted and the motion to close the public hearing and approve Ordinance 20160128-090 was approved on Council Member Kitchen's motion, Council Member Renteria's second on a 9-0 vote. Council Members Pool and Troxclair were off the dais.**

Mayor Adler recessed the Council Meeting and called the Board of Directors' Meeting of the Austin Housing Finance Corporation to order at 5:16 p.m. See separate minutes.

78. The Mayor will recess the City Council meeting to conduct a Board of Directors' Meeting of the Austin Housing Finance Corporation. Following adjournment of the AHFC Board meeting the City Council will reconvene.

Mayor Adler called the Council Meeting back to order at 5:27 p.m.

PUBLIC HEARINGS CONTINUED

89. Conduct a public hearing to consider the temporary use of a portion of dedicated parkland known as Shoal Creek Greenbelt, consisting of approximately 525 square feet of underground area, and related park improvements to rebuild the retaining wall on the Shoal Creek Greenbelt to benefit the parkland in accordance with Chapter 26 of the Texas Parks and Wildlife Code. (District 9)
- The public hearing was conducted and the motion authorizing the temporary use of a portion of dedicated parkland known as Shoal Creek Greenbelt was approved on Council Member Renteria's motion, Council Member Zimmerman's second on an 11-0 vote.**

Items 81 through 83 were acted upon in a combined motion.

81. Conduct a public hearing and consider a resolution supporting an application to be submitted to the Texas Department of Housing and Community Affairs by LDG Development, or an affiliated entity, for a proposed affordable multi-family development to be called the Cannon Woods Estates Apartments, located at 4506 East William Cannon Drive, in Austin, Texas (District 2).
- The motion to close the public hearing was approved on Council Member Renteria's motion, Council Member Gallo's second on an 11-0 vote.**

Resolution No. 20160128-081 was approved on Council Member Renteria's motion, Council Member Gallo's second on a 9-1 vote. Council Member Zimmerman voted nay. Council Member Troxclair was off the dais.

82. Conduct a public hearing and consider a resolution supporting an application to be submitted to the Texas Department of Housing and Community Affairs by LDG Development, or an affiliated entity, for a proposed affordable multi-family development to be called the Paddock at Fiskville Apartments, located at 10017 Middle Fiskville Road, in Austin, Texas (District 4).
- The motion to close the public hearing was approved on Council Member Renteria's motion, Council Member Gallo's second on an 11-0 vote.**

Resolution No. 20160128-082 was approved on Council Member Renteria's motion, Council Member Gallo's second on a 9-1 vote. Council Member Zimmerman voted nay. Council Member Troxclair was off the dais.

83. Conduct a public hearing and consider a resolution supporting an application to be submitted to the Texas Department of Housing and Community Affairs by LDG Development, or an affiliated entity, for a proposed affordable multi-family development to be called the Villages of Goodnight Apartments, located at Slaughter Lane and Nuckols Crossing, in Austin, Texas (District 2).
The motion to close the public hearing was approved on Council Member Renteria's motion, Council Member Gallo's second on an 11-0 vote.

Resolution No. 20160128-083 was approved on Council Member Renteria's motion, Council Member Gallo's second on a 9-1 vote. Council Member Zimmerman voted nay. Council Member Troxclair was off the dais.

Mayor Adler recessed the meeting at 5:37 p.m. for Live Music and Proclamations.

LIVE MUSIC

La Frenetika

PROCLAMATIONS

Proclamation - Coal Tar Sealer Ban Anniversary - to be presented by Mayor Steve Adler and to be accepted by Joe Pantalio

Proclamation - School Choice Week - to be presented by Council Member Ellen Troxclair and to be accepted by Randan Steinhauser

Proclamation - Stalking Awareness Month - to be presented by Council Member Leslie Pool and to be accepted by Gretta Gardner

Distinguished Service Award - Andrew Primeaux - to be presented by Mayor Steve Adler and to be accepted by the honoree

Distinguished Service Award - David Galvan - to be presented by Mayor Steve Adler and to be accepted by the honoree

Distinguished Service Award - James Shamard - to be presented by Mayor Steve Adler and to be accepted by the honoree

Mayor Adler called the Council Meeting back to order at 7:11 p.m.

62. Approve an ordinance amending the Fiscal Year 2015-2016 Austin Resource Recovery Operating Budget (Ordinance No. 20150908-001) to increase revenue by \$1,450,001; increase transfers out by \$1,450,001; and amending the Fiscal Year 2015-2016 Austin Resource Recovery Capital Budget (Ordinance No. 20150908-002) to transfer in and appropriate \$1,450,001 from the Austin Resource Recovery Operating Budget for facility development and construction. Related to Item #63. (Notes: Austin Resource Recovery)
The motion to postpone this item to February 4, 2016 was approved on Council Member Pool's motion, Mayor Pro Tem Tovo's second on an 11-0 vote.

63. Authorize negotiation and execution of all documents and instruments necessary or desirable to sell approximately 9.405 acres of land, located at Lot 1, Block "E", Missouri-Pacific Industrial Park, Section One, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 52, Page 21 of the Plat Records of Travis County, Texas, and locally known as 4711 Winnebago Lane, to Jimmy Nassour in the amount of \$1,450,001 for the land (District 2). Related to Item #62. (Notes: Office of Real Estate Service - Item #11 on December 10, 2015)
The motion to postpone this item to February 4, 2016 was approved on Council Member Pool's motion, Mayor Pro Tem Tovo's second on an 11-0 vote.
85. Conduct a public hearing and consider an ordinance amending City Code Title 25 to limit the redevelopment of existing small (substandard) lots that are developed as a single building site.
The motion to postpone this item to February 11, 2016 was approved on Council Member Casar's motion, Council Member Renteria's second on an 11-0 vote.
86. Conduct a public hearing and consider on 2nd and 3rd readings an ordinance amending City Code Chapter 25-1 and Ordinance No. 20070621-027 relating to parkland dedication requirements and associated fees imposed as a condition to development approval.
A motion to approve ordinance dated January 25, 2016 including the staff recommendations listed in the staff report and amendment sheet and staff exhibit A was made by Council Member Gallo and seconded by Council Member Pool.

The following staff recommendations were incorporated:

Amendment 1: Revised Fee In-Lieu Requirements

To add a new definitions to Section 25-1-601 (D) (Dedication of Parkland) and renumber the remaining definitions accordingly. The new definitions are:

“(7) PARKLAND DEDICATION URBAN CORE means an area bound by Highway 71/Ben White Boulevard to the south; Highway 183 to the east and north; Loop 1 (MOPAC) on the west to FM 2222; FM2222 on the north to Loop 360; Loop 360 on the west to Lake Austin; Lake Austin on the west to Loop 1 (MOPAC); and Loop 1 (MOPAC) on the west to Highway 71 (Ben White);

(8) DEFICIENT PARK AREA MAP means a map depicting areas that the director has determined lack sufficient parkland based on the locational criteria established by the Parkland Dedication Operating Procedures and the parkland policies of the Imagine Austin Comprehensive Plan.”

To replace Subsections (A) and (B) in Section 25-1-605 (Fee In-Lieu of Parkland Dedication) with the following language and add a new Subsection (E):

(A) The director may require or allow a subdivision or site plan applicant to deposit with the City a fee in-lieu of land dedication under Section 25-1-602 (Dedication of Parkland) if:

(1) the director determines that payment of a fee in-lieu of dedication is justified under the criteria in Subsection (B) of this section; and

(2) the following additional requirements are met:

(a) less than six acres is required to be dedicated under Section 25-1-602 (Dedication of Parkland); or

(b) the land available for dedication does not comply with the standards for dedication under Section 25-1-603 (Standards for Dedicated Parkland).

(B) In determining whether to require dedication of land under Section 25-1-602 (Dedication of Parkland) or allow payment of a fee in-lieu of dedication under this section, the director shall consider whether the subdivision or site plan:

- (1) is located within the Deficient Park Area Map;
- (2) is adjacent to existing parkland;
- (3) has sufficient acreage to meet the standards for dedicated parkland under the Parkland Dedication Operating Procedures;
- (4) is needed to address a critical need for parkland or to remedy a deficiency identified by the Deficient Park Area Map; or
- (5) would provide increased connectivity with existing or planned parks or recreational amenities.

(E) If the director determines that payment of a fee in-lieu of parkland dedication is authorized under this section for only a portion of the land required to be dedicated under Section 25-1-602 (Dedication of Parkland), the director may allow an applicant to pay a fee in-lieu for that portion and require that the remaining land be dedicated. If an applicant dedicates parkland under Section 25-1-602 (Dedication of Parkland), the director may not include that acreage in calculating the fee in-lieu required by this section for any remaining land not included in the dedication.

To replace Subsection (A) in Section 25-1-602 (Dedication of Parkland) with the following:

(A) A subdivision or site plan applicant shall provide for the parkland needs of the residents by the dedication of suitable land for park and recreational purposes under this article or by payment of a fee in-lieu of dedication under Section 25-1-605 (Fee In-Lieu of Parkland Dedication).

Amendment 2: Appeals Process

To add the following Subsection (F) in Section 25-1-605 (Fee In-Lieu of Parkland Dedication) to read:

(F) If the director rejects a request to pay a fee in-lieu of dedication under Subsection (B) of this section, the applicant may appeal the director's decision to the Land Use Commission consistent with the procedures in Article 7, Division 1 (Appeals) of this chapter. Before the Land Use Commission considers the appeal, the director shall present the case to the Parks Board for a recommendation, but failure by the Parks Board to act shall not prohibit the Land Use Commission from considering the appeal.

Amendment 3: Cap on Land Dedications in the Urban Core

To replace Subsection (E) in Section 25-1-602 (Dedication of Parkland) and add a new Subsection (J) to read:

(E) Except as provided under Subsection (J) of this section, the amount of parkland required to be dedicated to the City is 9.4 acres for every 1,000 residents, as determined by the following formula:

$$\frac{9.4 \times (\text{Number of Units})}{\text{X (Residents Per Unit)}} = \text{Acres of parkland}$$

1000

(J) The amount of parkland required to be dedicated within the Parkland Dedication Urban Core may not exceed 15% of gross site area for the development required to provide the dedication except upon consent of the applicant or as authorized under this subsection.

(1) The director may request that the Land Use Commission approve dedication in excess of the 15% cap, up to the amount required under Subsection (E) of this section, if doing so is necessary to:

- (a) address a critical shortage of parkland for an area identified in the Deficient Parkland Area Map; or
- (b) provide connectivity with existing or planned parks or recreational amenities.

- (2) Before the Land Use Commission considers a request under this subsection for approval, the director shall present the request to the Parks Board for a recommendation.**
- (3) In considering a request from the director under this subsection, the Land Use Commission may:**
 - (a) deny the director's request and limit the required dedication to no more than 15% of gross site area; or**
 - (b) require additional parkland dedication beyond the 15% cap, up to the lesser of:**
 - (i) the amount required under Subsection (E) of this section; or**
 - (ii) the minimum amount the Land Use Commission finds to be necessary based on the criteria in Paragraph (1)(a)-(b) of this subsection and the Parkland Dedication Operating Procedures.**
- (4) If an applicant dedicates less than the amount of land required for dedication under Subsection (E) due to the cap imposed by this subsection, the director shall require payment of a fee in-lieu of dedication under Section 25-1-605 (Fee In-Lieu of Parkland Dedication) for the remaining undedicated land.**
- (5) A request by the director under this subsection may be consolidated with an appeal by the applicant under Section 25-1-605(F) (Payment of Fee In-Lieu Dedication).**

To add a new Part 4 to the ordinance and renumber the remaining part accordingly to read:

PART 4: The City Manager is directed to use the criteria in Exhibit A to this ordinance in applying Sections 25-1-602 (Dedication of Parkland) and 25-1-605 (Fee In-Lieu of Parkland Dedication) until the department adopts Parkland Dedication Operating Procedures by administrative rule, which shall supersede Exhibit A.

Amendment 4: Credit for Private Parkland

To replace the introductory Subsection (A) and Paragraph (A)(1) in Section 25-1-604 and delete the existing Subsection (E) which is no longer needed and replace with the following:

- (A) The director may allow up to a 100 percent credit toward fulfilling the requirements of:**
- (1) Section 25-1-602 (Dedication of Parkland) for privately owned and maintained parkland or recreational easements that are available for use by the public and meet the standards of the Parkland Dedication Operating Procedures; and**

(E) If private parkland is allowed, a recreational easement must be recorded prior to site plan or subdivision approval.

Amendment 5: Refund Procedures

To replace Paragraph (1) of Section 25-1-607(D) (Fee Payment and Expenditure) with the following:

- (1) A refund may only be requested for unbuilt units for which a fee in-lieu of dedication was paid. The refund request must be made in writing and filed with the Parks and Recreation Department not later than 180 days after the expiration of the deadline under Subsection (C).**

Amendment 6: Adoption of Fee In-Lieu and Parkland Development Fee with Annual Fee Schedule

To replace Subsection (D) and Paragraph (D)(2)(a) in Section 25-1-605 (Fee In-Lieu of Parkland Dedication) with the following:

(D) The amount of the fee in-lieu of parkland dedication is established in the annual fee schedule based on a recommendation by the director in accordance with this subsection.

(D)(2)(a) “Parkland Cost Factor” is determined by the director based on the average purchase price to the City for acquiring an acre of parkland, excluding a metro or district park or golf course; and

To replace Subsection (B) and Paragraph (B)(2)(a) in Section 25-1-606 (Parkland Development Fee) with the following:

(B) The amount of the development fee is established in the annual fee schedule based on a recommendation by the director in accordance with this subsection.

(B)(2)(a) “Park Development Cost Factor” is determined by the director based on the average cost of developing an acre of parkland up to the standards of a neighborhood park; and

To replace the Exhibit A attached to the staff recommendation motion sheet and replace it with Exhibit A dated January 26, 2016 which includes the following additional language:

- “Whether other departments reviewing the project agree that the parkland on the site will not diminish other city objectives for Imagine Austin goals and policies such as land use, density, affordability, connectivity, environmental protection, transportation, etc. (The City will consult with other relevant departments in making the determination, if applicable).
- Whether the dedication of land is consistent with the core principles of Imagine Austin:
 - Grow as a compact, connected city
 - Integrate nature into the city
 - Provide paths to property for all
 - Develop as an affordable and healthy community
 - Sustainably manage, water, energy and other environmental resources
 - Think creatively and work together”

The public hearing was conducted and the motion to close the public hearing was approved on Council Member Garza’s motion, Council Member Zimmerman’s second on an 11-0 vote.

A motion to replace the staff recommendation Exhibit A with the Exhibit A recommended by the Open Space & Environment Sustainability Committee was approved on Mayor Pro Tem Tovo’s motion, Council Member Houston’s second on a 6-5 vote. Those voting aye were: Mayor Pro Tem Tovo, Council Members Garza, Houston, Kitchen, Pool and Renteria. Those voting nay were: Mayor Adler, Council Members Casar, Gallo, Troxclair and Zimmerman.

The amendment was to remove the following:

- “Whether other departments reviewing the project agree that the parkland on the site will not diminish other city objectives for Imagine Austin goals and policies such as land use, density, affordability, connectivity, environmental protection, transportation, etc. (The City will consult with other relevant departments in making the determination, if applicable).
- Whether the dedication of land is consistent with the core principles of Imagine Austin:
 - Grow as a compact, connected city
 - Integrate nature into the city
 - Provide paths to property for all

- Develop as an affordable and healthy community
- Sustainably manage, water, energy and other environmental resources
- Think creatively and work together”

A motion to amend Exhibit A to provide additional language to “consider whether the dedication of land will impact affordable housing” was approved on Council Member Casar’s motion, Council Member Gallo’s second on a 6-2 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Gallo, Renteria and Troxclair. Those voting nay were: Council Members Houston and Zimmerman. Council Members Garza, Kitchen and Pool abstained.

A motion to amend Section 25-1-602 (J) (Dedication of Parkland) failed on Mayor Pro Tem Tovo’s motion, Council Member Houston’s second on a 4-7 vote. Those voting aye were: Mayor Pro Tem Tovo, Council Members Houston, Kitchen and Pool. Those voting nay were: Mayor Adler, Council Members Casar, Gallo, Garza, Renteria, Troxclair and Zimmerman.

The amendment was to revise Subsection (J) as follows:

“(J) The amount of parkland required to be dedicated within the Parkland Dedication Urban Core may not exceed 15% of gross site area for parcels of 6 acres or less for the development required to provide the dedication except upon consent of the applicant or as authorized under this subsection.”

Ordinance 20160128-086 was approved with the amendments listed above on Council Member Gallo’s motion, Council Member Pool’s second on a 10-1 vote. Council Member Zimmerman voted nay.

AFTER 10:00 P.M.

The motion to waive the rules and allow Council to meet after 10 p.m. was approved on Council Member Zimmerman’s motion, Council Member Garza’s second on an 11-0 vote.

80. Conduct a public hearing and consider an ordinance amending City Code Title 25 relating to approval requirements for Planned Unit Development zoning cases.

The public hearing was conducted and the motion to close the public hearing was approved on Council Member Renteria’s motion, Council Member Garza’s second on a 10-0 vote. Council Member Casar was off the dais.

The motion to approve the ordinance on first reading was made by Mayor Pro Tem Tovo and seconded by Council Member Houston.

A motion to amend Part 1 of the ordinance was made by Council Member Zimmerman and seconded by Council Member Renteria. The amendment was to have Part 1 of the ordinance read:

- (A) The affirmative vote of three-fourths of the members of council is required to approve:
- (1) zoning or rezoning property to a planned unit development if the Land Use Commission recommends denial of the application by a vote of at least three-fourths of the members of the Land Use Commission; or
 - (2) a proposed rezoning that is protested in writing by the owners of not less than 20 percent of the area of land:
 - (a) included in the proposed change; or

(b) immediately adjoining the area included in the proposed rezoning and extending 200 feet from the area.

A substitute motion was made to amend Subsection (A) of City Code Section 25-2-284 was made by Mayor Pro Tem Tovo's motion and seconded by Council Member Garza. The amendment was to have Part 1 read as follows:

(A) The affirmative vote of three-fourths of the members of council is required to approve:

- (1) rezoning property to a planned unit development if the Land Use Commission recommends denial of the application by a vote of at least three-fourths of the members of the Land Use Commission ; or**
- (2) a proposed rezoning that is protested in writing by the owners of not less than 20 percent of the area of land:**
 - a. included in the proposed change; or**
 - b. immediately adjoining the area included in the proposed rezoning and extending 200 feet from the area.**

The substitute motion was approved on Mayor Pro Tem Tovo's motion, Council Member Garza's second on a 9-2 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Gallo, Garza, Houston, Pool, Renteria and Troxclair. Those voting nay were: Council Members Kitchen and Zimmerman.

The first reading of the ordinance with the amendment listed above was approved on Mayor Pro Tem Tovo's motion, Council Member Houston's second on an 8-2 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Gallo, Garza, Houston, Renteria and Troxclair. Those voting nay were: Council Members Kitchen and Pool voted nay. Council Member Zimmerman abstained.

- 84. Conduct a public hearing and consider an ordinance amending City Code Title 25 relating to neighborhood plan contact team regulations.**

The public hearing was conducted and the motion to close the public hearing was approved on Council Member Casar's motion, Council Member Renteria's second without objection.

Ordinance 20160128-084 was approved with the following direction on Council Member Renteria's motion, Council Member Casar's second on an 11-0 vote.

Direction was given to staff to bring the proposed bylaws back to the Council for approval.

- 91. Conduct a public hearing and consider an ordinance relating to short-term rental use. The public hearing was conducted and the motion to close the public hearing was approved on Council Member Houston's motion, Council Member Zimmerman's second on a 10-0 vote. Council Member Garza was off the dais.**

The motion to postpone the item to a special called meeting to be held on February 23, 2016 was approved on Council Member Kitchen's motion, Council Member Zimmerman's second on a 9-2 vote. Those voting aye were: Mayor Adler and Council Members Casar, Gallo, Garza, Houston, Kitchen, Pool, Troxclair and Zimmerman. Those voting nay were: Mayor Pro Tem Tovo and Council Member Renteria.

Mayor Adler adjourned the meeting at 2:18 a.m. without objection.

Exhibit C

REGULAR COUNCIL MINUTES

THURSDAY, JANUARY 28, 2016

The minutes were approved on this the 11th day of February 2016 on Council Member Gallo's motion, Council Member Zimmerman's second on an 11-0 vote.

Exhibit D

Development Services Department

The Grove

August 2, 2016

Subdivision Application	Subdivision Inspection	Site Plan Application	Commercial Plan Review (Apts & Con Care)	Commercial Building Permits (Apts & Con Care)	Residential Plan Review (SF Homes)	Residential Plan Review (Condos)	Residential Building Permits (SF and Condos)	Estimated Total
75.74	75.74	75.74	1,200	1,200	110	425	535	
\$ 183.80	\$ 1,173.28	\$ 293.84	\$ 1,235.00	\$ 1,023.36	\$ 355.68	\$ 114.40	\$ 705.12	
\$ 13,921	\$ 88,864	\$ 22,255	\$ 1,482,000	\$ 1,228,032	\$ 39,125	\$ 48,620	\$ 377,239	\$ 3,300,057

Amounts calculated above are based on the following assumptions:

1. There are three site plans and two development permits for roadway improvements.
2. There is only one review cycle for the residential and commercial applications.
3. The average size single family home is 2,500 square feet.
4. The average size apartment is 1,200 square feet.
5. Residential Plan Review for Condos assumes 4 units/building.
6. All listed fees include a 4% Development Services Surcharge fee.
7. Calculations do not consider future fee increases.

Exhibit E

Status of PUDs Involving Fee Waivers or AWU Interests As of August 12, 2016

PUD	AWU Issue	Date for Planning Commission	Date for Zoning and Platting (if not in a neighborhood area or MUD)	Date for Council 1 st reading	Date for Council 2 nd reading	Date for Council 3 rd reading	Notes
Pilot Knob PUD	SMART Housing Fee Waivers (Amendment)	8/23/16 (tentative)	N/A	10/13/16 (tentative)	10/13/16 (tentative)	10/13/16 (tentative)	Assuming 25% waiver on MF and 100% on SF--\$51.5 million waived
	Development Agreement/Process for Fee Waivers	8/23/16 (tentative)	N/A	10/13/16 (tentative)	10/13/16 (tentative)	10/13/16 (tentative)	Still in draft stage
Grove PUD	SMART Housing Fee Waivers and Cost Participation for Water Main Oversizing	N/A	7/14/16	9/22/16			<ul style="list-style-type: none"> Assuming 100% waiver on Condos and SF--\$8.6 million waived (SER #s) Assuming 100% waiver on Condos and SF--\$5.4 million waived (TIA #s) Cost Participation for oversized water main--\$1.3 million
Sun Chase PUD	Consent Agreement Issues	1/12/16	N/A	2/11/16	5/12/16	6/16/16	No fee waivers other than in Consent Agreement—100% on wastewater CRFs and \$1.5 million on water CRFs; Wastewater capacity payments will be made for added capacity
Austin Oaks PUD (Spicewood and Mopac)	Unknown at this time	N/A	Not scheduled	Not scheduled			In the application review process

PUD NAME	LOCATION	Council District	ORDINANCE DATE	AFFORDABILITY REQUIREMENT	Estimated Total Units	Estimated Total Affordable	MFI	TERM	Family Friendly Units	High Opportunity Area	CASH PAYMENT OR FIL	SMART Housing
Cascades MUD	135.8 acres in ETJ: Onion Creek to N; IH35 to W; FM1327 to S; Bradshaw Rd to W	5	8/7/2014	10% of rental and 10% of ownership	1458	146	60% MFI for rental/80% MFI for owner	40 years for rental/no term for owner. Does not require unit be sold to an income eligible buyer	No requirement	No	Financial contribution of 3% of net MUD reimbursements for hard construction costs to housing.	No
Colony Park PUD	200 Acres on Loyola Road between Johnny Morris Road and Decker Lane	1	12/4/2014	20% of rental and 20% of ownership	3031	606	60% MFI for rental/80% MFI for owner	40 years for rental/99 years for owner	Yes	No	AHFC owns this property	Yes
Estancia PID/PUD	593 acres: S IH35 at SH45	5	6/20/2013	10% of rental and 10% of ownership	2291	229	60% MFI for rental/80% MFI for owner	40 years for rental and owner	Yes	No	No	No
Pilot Knob PUD	2217 acres in ETJ: E and SE of the intersection of E William Cannon Dr and McKinney Falls and Pky; W of HWY-183 and FM 1625	2	12/17/2015	10% of rental and 10% of ownership	9500	950	60% MFI for rental/80% MFI for owner	40 years for rental/99 years for owner	Yes	No	Financial contribution of 2% of net MUD reimbursements for hard construction costs to housing.	Yes
Sun Chase PUD	1,604 acres in ETJ: 15201, 15810, 16070 Pearce Lane and 7910 Wolf Lane	2	6/16/2016	10% of rental/3.5 percent of the total number of single-family lots will be donated to AHFC	6429	240 MF and 76 Lots	60% MFI for rental/80% MFI for owner	40 years for rental/AHFC will restrict the lots to 99 years	No requirement	No	No	No
Sunfield MUD/PUD	482.5 acres in ETJ: South of U.S. Highway 183 and Farm to Market 1625 Road	5	9/10/2015	10% of rental and 10% of ownership	2916	292	60% MFI for rental/80% MFI for owner	40 years for rental and owner	Yes	No	No	No
The Grove at Bull Creek	75.74 acres: Bull Creek Rd at 45th	10	Pending	10% of rental and 5% of ownership	1135	87	60% MFI for rental/80% MFI for owner	40 years for rental/99 years for owner	Yes	Yes	No	Yes



Council Question and Answer

Related To	Item #73 – Land Use Questions 1-9	Meeting Date	September 22, 2016
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Additional Answer Information

QUESTION: 1) What are the total allowable number of dwelling units proposed for this development; and what is the total number of dwelling units that the developer is currently proposing to build? 2) What is the breakdown on the various types of residential dwelling units proposed (how many townhomes, condos, apartments, etc.)? 3) What is the breakdown on total ownership and rental units proposed? 4) Please identify all available examples of Planned Unit Development cases, or conventional zoning cases, where overall square footage allowed was used as a measurement of entitlements in a staff report. 5) How does using overall square footage as a measurement of entitlements reflect City of Austin zoning principles and planning goals? 6) Planning & Zoning staff have stated that the overall square footage reduction recommended in the staff report reflects their perception that the entitlements requested by the Applicant were greater than the community benefits offered. How does the overall square footage reduction balance entitlements with community benefits? 7) What were the metrics for establishing the reduction of 500,000 square feet in overall square footage that staff is recommending? Will the reduction result in less commercial, or will it result in less housing? 8) What metrics were used to establish city staff's suggested baseline zoning map for The Grove site? Did staff use a proportional ratio of zoning districts and existing uses from the surrounding area? 9) Is Council allowed to require a mix of housing types, and a proportional mix of bedrooms in both home ownership and rental units, to ensure a diverse community of families, singles, and seniors? If not, why not? If so, please describe the mechanism for achieving this goal.

COUNCIL MEMBER POOL'S OFFICE

ANSWER:

1) What are the total allowable number of dwelling units proposed for this development; and what is the total number of dwelling units that the developer is currently proposing to build?

The total number of residential units on the site is capped at 1515 dwelling units (affordable housing units are included in this cap). Congregate Living does not count towards this 1515 unit cap. The Congregate Living use will be limited to a maximum of 300 beds. In this zoning request, the applicant has not stated the actual number of dwelling units that they proposed to develop on the property. The have identified the maximum amount of residential units that may be build out on the site.

2) What is the breakdown on the various types of residential dwelling units proposed (how many townhomes, condos, apartments, etc.)?

According to the TIA, the applicant is proposing 110 single-family residential units, 600 multifamily/apartment units and 425 residential condo units. On the land use plan, the applicant states that the total number of multifamily residential units, that are not also condominium residential units, on the site are capped at 650 dwelling units. Congregate Living and the first 250 affordable housing units do not count towards this 650 dwelling unit cap.

3) What is the breakdown on total ownership and rental units proposed?

The applicant has not stated through the zoning process how many residential units will be proposed for ownership and how many units will be proposed as rental units.

4) Please identify all available examples of Planned Unit Development cases, or conventional zoning cases, where overall square footage allowed was used as a measurement of entitlements in a staff report.

This PUD request is unusual as the property in question does not have established/permanent zoning.

5) How does using overall square footage as a measurement of entitlements reflect City of Austin zoning principles and planning goals?

The staff analyzed the applicant's revised request for approximately 2.9 million square feet of development and determined that a one million square foot difference between the staff's recommended baseline and the amended request was too great for the offered superiority through the proposed PUD. For that reason, the staff is suggesting a 2.4 million square foot cap on development for the PUD. The staff believes that the proposal can result in a superior mixed use development with a reduced density as the site is fronts along a collector street and is surrounded by primarily single family residential uses. The staff recommends PUD zoning based on the following factors: accessibility, affordable housing, participation in the Art in Public Places Program, environmental superiority, drainage improvements, compliance with at least a 2-star Green Building regulations, provision for a minimum of 18.12 acres of open space/ including parkland, transportation roadway and intersection improvements, and utility facility improvements that will provide for a superior development at this location.

6) Planning & Zoning staff have stated that the overall square footage reduction recommended in the staff report reflects their perception that the entitlements requested by the Applicant were greater than the community benefits offered. How does the overall square footage reduction balance entitlements with community benefits?

Please see response to item #5 above.

7) What were the metrics for establishing the reduction of 500,000 square feet in overall square footage that staff is recommending? Will the reduction result in less commercial, or will it result in less housing?

The staff cannot determine at the time of zoning how the applicant will utilize the proposed 2.4 million sq. ft. of development permitted on the property. While the staff recommended limiting the overall total square footage of development within the PUD to 2.4 million square feet, we do not know the amount of residential, office or commercial uses that the applicant will actually develop on the site. Our recommendation states that the total square footage of office development within the PUD shall not exceed 210,000 square feet and retail/commercial development shall not exceed 150,000 square feet. However, these limitations are just the maximums of what the applicant could develop within the PUD. It does not mean that they plan to utilize these maximum amounts for these uses. They could decide to utilize more residential square footage of development (within the 1515 residential unit cap that they have imposed) instead of office or commercial square footage of development. Or they may decide to develop less residential and more office or commercial uses depending on the market.

8) What metrics were used to establish city staff's suggested baseline zoning map for The Grove site? Did staff use a proportional ratio of zoning districts and existing uses from the surrounding area?

Yes, the staff considered the permitted zoning surrounding this tract of land during our deliberations on the baseline for The Grove at Shoal Creek PUD property. Staff has the metric calculations in a table format.

9) Is Council allowed to require a mix of housing types, and a proportional mix of bedrooms in both home ownership and rental units, to ensure a diverse community of families, singles, and seniors? If not, why not? If so, please describe the mechanism for achieving this goal.

The current PUD proposal would permit a mixture of housing types on the property. The City Council could make a motion to stipulate a minimum amount (percentage or square footage) of a particular type of residential use (i.e.- single-family residential, single-family attached residential, condominium residential, duplex residential, townhouse residential, two-family residential or multifamily residential uses) to be developed on the site. However, the City cannot stipulate the what shall be home ownership or rental units and what portion of the population that these residential units are offered/marketed to (families, singles, seniors).



Council Question and Answer

Related To	Item #73 – Affordable Housing Questions 10-16	Meeting Date	September 22, 2016
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Additional Answer Information

QUESTION: 1) What percentage of affordable housing, both ownership and rental, is the developer proposing to provide? What are the actual numbers of units for each based on their current proposal? 2) How many fee waivers is ARG requesting, and what is the amount of each fee waiver? 3) Is there a way to ensure that the fee waiver monies are used to underwrite affordable housing units; if so, what is that mechanism? 4) If ARG is granted 250,000 more square feet of entitlements for residential uses (as per Zoning & Platting Commission recommendation), how many more affordable housing units would be provided? Please provide a breakdown of how many ownership units would be included, and how many rental. 5) If the affordable ownership units are proposed to be in a condo building, how will the annual condo fees be factored into the monthly cost for the homeowner? Is there a plan for “sliding scale” or exemption from those fees? 6) If the developer were to participate in the “Tier 3” or density bonus program (LDC 2.5.2) for Planned Unit Developments, and the Council were to accept Planning & Zoning staff’s recommendation on the baseline of 1.89 million square feet, what is the total amount of affordable units (ownership and rental) that would be provided? Please also calculate that total if the Council were to approve a 1.2 million square foot baseline. 7) What is the long-term monitoring method at NHCD that will be used for the affordable units at The Grove?

ANSWER:

1) What percentage of affordable housing, both ownership and rental, is the developer proposing to provide? What are the actual numbers of units for each based on their current proposal?

The developer is providing 10% of all rental units and 5% of all ownership units within the development as affordable. NHCD confirmed with the developer September 21, 2016, that the developer plans to construct:

- 1,443 total units
 - 721 ownership and 722 rental.
 - 36 ownership units will be affordable to households at 80% MFI or below.
 - 72 rental units will be affordable to households at 60% MFI or below.
 - 108 total affordable units

2) How many fee waivers is ARG requesting, and what is the amount of each fee waiver?

The Grove at Shoal Creek has been certified for S.M.A.R.T. Housing and is eligible for 100% fee waiver. Estimated total fees waived is approximately \$8.7 million. The developer’s cost to deliver all affordable units is \$26 million.

Owner subsidy calculation:

\$400,000 market value - \$200,000 affordable sale price = \$200,000 developer subsidy. \$200,000 x 36 affordable ownership units = \$7,200,000

Rental subsidy calculation:

\$1,800 market rent - \$850 average affordable rent = \$950 developer subsidy

\$950 developer subsidy x 12 = \$11,400 annual per unit subsidy x 72 = \$820,800 annual subsidy for all units; \$820,800 / .0425 cap rate = \$19,312,941 developer subsidy over 40 years.

\$7,200,000 + \$19,312,941 = **\$26,512,941** developer cost to deliver all affordable units.

3) Is there a way to ensure that the fee waiver monies are used to underwrite affordable housing units; if so, what is that mechanism?

The fee waivers will be used to offset the overall cost to deliver the affordable units. Language will be included in the ordinance to stipulate this requirement. NHCD will monitor the project for compliance as units are delivered.

4) If ARG is granted 250,000 more square feet of entitlements for residential uses (as per Zoning & Platting Commission recommendation), how many more affordable housing units would be provided? Please provide a breakdown of how many ownership units would be included, and how many rental.

NHCD does not have the information required to determine whether the additional square feet would yield additional units. Information such as the unit square footage for each unit would be required and the commercial areas would need to be known. This would most likely occur at site plan.

5) If the affordable ownership units are proposed to be in a condo building, how will the annual condo fees be factored into the monthly cost for the homeowner? Is there a plan for "sliding scale" or exemption from those fees?

The mortgage plus condo fee must be affordable to households at 80% or below. The income eligible buyer will have to pay condo fees. Condo assessments are usually based on square footage of the unit.

6) If the developer were to participate in the "Tier 3" or density bonus program (LDC 2.5.2) for Planned Unit Developments, and the Council were to accept Planning & Zoning staff's recommendation on the baseline of 1.89 million square feet, what is the total amount of affordable units (ownership and rental) that would be provided? Please also calculate that total if the Council were to approve a 1.2 million square foot baseline.

Assumption: 800 square feet average unit size

1.9 million baseline = 500,000 square feet bonus area

10% of bonus are = 50,000 sf

Owner = 50,000 sf x 50% = 25,000 sf/2 = 12,500 sf/800 sf = 16 affordable ownership

Rental = 50,000 sf x 50% = 25,000 sf/800 sf = 31 affordable rental

Total affordable units = 47

1.2 million baseline = 1,200,000 square feet bonus area

10% of bonus are = 120,000 sf

Owner = 120,000 sf x 50% = 60,000 sf/2 = 30,000 sf/800 sf = 38 ownership units

Rental = 120,000 sf x 50% = 60,000 sf/800 sf = 75 affordable rental

Total affordable units = 113

7) What is the long-term monitoring method at NHCD that will be used for the affordable units at The Grove?

The Monitoring Division of NHCD will provide annual monitoring of the affordable units to ensure compliance.



Council Question and Answer

Related To	Item #73 (Transportation questions #17 - 20)	Meeting Date	September 22, 2016
Additional Answer Information			

QUESTION: 1) ATD and DSD staff have reported that ARG's proposal is not superior when it comes to transportation. What would make it superior? Please provide a detailed list. 2) The developer received a 5% transit reduction on their trip count based on the existence of the #19 Capital Metro bus line along Bull Creek Road. Despite Capital Metro's Connections 2025 projection that the #19 will be eliminated, ARG continues to receive the transit reduction on their trip count. ATD Director Rob Spillar comments in his September 13, 2016 memo that "the transit services on 35th Street are within one quarter mile of the development" and that the trip reductions are "reasonable." (Capital Metro's "Service Guidelines and Standards" refer to walking distance as one quarter mile.) However, no portion of the proposed site appears to be within one quarter mile of the 35th Street Cap Metro bus service. Please identify the closest bus stops from both the northern and southern portions of the site and provide the walking distance from those stops to the site. Each tract on the site is allowed to have residential units. Please list the walking distance from the center of each tract to the closest bus stop. 3) In the September 13, 2016 DSD memo, three development cases (Triangle, Mueller, and Garza tract) were cited as examples where the City Traffic Engineer is "fully vested in the position being taken" and "participated in the review and determination of the appropriate response." Please name the front line staff on those three cases who were responsible for the technical review of the TIA, and the management staff responsible for overseeing that review. Please name the staff member who signed the TIA memos for those cases. Please name the front line staff on The Grove responsible for the technical review of the TIA, and the management staff responsible for overseeing that review. Please name the staff member who signed the TIA memo for this case. 4) Does ATD, DSD, or Planning & Zoning Department have a monitoring system for Transportation Demand Management Programs? If so, what is it, and which department takes responsibility? COUNCIL MEMBER POOL'S OFFICE

ANSWER:

1) *ATD and DSD staff have reported that ARG's proposal is not superior when it comes to transportation. What would make it superior? Please provide a detailed list.*

To make Superior status, ATD proposes a long-term contract for Transportation Demand Management (TDM) performance accountability. ATD would commit to be the municipal partner through the TDM Program.

ATD would look for a flexible strategy that allows the development to adjust its menu of TDM strategies if the stated trip reduction goal is not met.

The TDM plan would include implementation and monitoring to ensure effectiveness of the program. Monitoring could include vehicle trip data collections, employee and resident surveys, and annual reports.

ATD would review the final TDM plan and annual monitoring reports while conducting site visits to observe TDM infrastructure.

2) *The developer received a 5% transit reduction on their trip count based on the existence of the #19 Capital Metro bus line along Bull Creek Road. Despite Capital Metro's Connections 2025 projection that the #19 will be eliminated, ARG continues to receive the transit reduction on their trip count. ATD Director Rob Spillar comments in his September 13, 2016 memo that "the transit services on 35th Street are within one quarter mile of the development" and that the trip reductions are "reasonable." (Capital Metro's "Service Guidelines and Standards" refer to walking distance as one quarter mile.) However, no portion of the proposed site appears to be within one quarter mile of the 35th Street Cap Metro bus service.*

Please identify the closest bus stops from both the northern and southern portions of the site and provide the walking distance from those stops to the site.

Capital Metro has indicated that a bus stop would be planned on W 35th Street near Bull Creek Road. ATD assumes this would be at the intersection of W 35th Street and Jefferson Street as this location would provide a protected crossing at the existing signal. Capital Metro has also stated that the planned service on 35th Street is within walking distance of a significant portion of the development, with transit industry experience showing that users are willing to exceed walking the quarter-mile baseline if bus service provides greater frequency, which the W 35th Street route would do.

Based on this assumption of the bus stop located at W 35th Street and Jefferson Street, the walking distance from the northern end at 45th Street is 1 mile, and the distance from the southern end at W 39th Street is 1/3 mile.

Each tract on the site is allowed to have residential units. Please list the walking distance from the center of each tract to the closest bus stop.

The proposed Land Use Plan presents Tract A through Tract G having residential uses, which is subject to change. The following walking distances are approximated to the closest tenth-mile and measured to the intersection of W 35th Street and Jefferson Street.

- Tract A: 1 mile
- Tract B: 0.8 mile
- Tract C: 0.6 mile
- Tract D: 0.5 mile
- Tract E: 0.6 mile
- Tract F: 0.6 mile
- Tract G: 0.7 mile

3) *In the September 13, 2016 DSD memo, three development cases (Triangle, Mueller, and Garza tract) were cited as examples where the City Traffic Engineer is "fully vested in the position being taken" and "participated in the review and determination of the appropriate response."*

Please name the front line staff on those three cases who were responsible for the technical review of the TIA, and the management staff responsible for overseeing that review. Please name the staff member who signed the TIA memos for those cases.

From ATD, the Triangle was reviewed by Alan Hughes, Traffic Engineer, and Dave Gerard, Division Manager. The City Manager's Office was involved with negotiations with the State on this case. Mueller was reviewed by Gordon Derr, Traffic Engineer; Garza was reviewed by Eric Bollich, Managing Engineer, and Rob Spillar, Director.

Please name the front line staff on The Grove responsible for the technical review of the TIA, and the management staff responsible for overseeing that review. Please name the staff member who signed the TIA memo for this case.

From ATD, Upal Barua, Traffic Engineer, co-reviewed the TIA with Eric Bollich, Managing Engineer; Andre Betit, Traffic Engineer, co-reviewed with Brian Craig, Acting Division Manager and Engineer.

ATD's comment memo on the TIA dated June 28, 2016 was reviewed and approved by these four engineers.

4) Does ATD, DSD, or Planning & Zoning Department have a monitoring system for Transportation Demand Management Programs? If so, what is it, and which department takes responsibility?

ATD is still reviewing the TDM plan submitted by the Applicant and will issue comments after completing its review. See response to Question 2 regarding monitoring and enforcement.