



**City Council Questions and Answers for
Thursday, August 10, 2017**

These questions and answers are related to the
Austin City Council meeting that will convene at 10:00 AM on
Thursday, August 10, 2017 at Austin City Hall
301 W. Second Street, Austin, TX



Mayor Steve Adler
Mayor Pro Tem Kathie Tovo, District 9
Council Member Ora Houston, District 1
Council Member Delia Garza, District 2
Council Member Sabino Pío Renteria, District 3
Council Member Gregorio Casar, District 4
Council Member Ann Kitchen, District 5
Council Member Jimmy Flannigan, District 6
Council Member Leslie Pool, District 7
Council Member Ellen Troxclair, District 8
Council Member Alison Alter, District 10

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

QUESTIONS FROM COUNCIL

Agenda Items # 2, # 3, and # 4: East Sixth Street, South Congress and Austin Downtown Public Improvement District Service and Assessment Plans and Budgets.

QUESTION: What formula(s) are used to determine the City of Austin's contribution? What would be the assessment on the City-owned tax exempt property in each Plan? It appears in Item # 3 the contribution is not based on City-owned tax exempt property, what is the contribution based on? Is the East Sixth Street Public Improvement District included in the Austin Downtown Public Improvement District Service and Assessment Plan? Is the City contributing twice on the tax exempt property in the Sixth Street Public Improvement District? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: The Downtown, East Sixth Street, and South Congress Public Improvement Districts (PID) are paid a different amount of City contribution in lieu of property tax assessment on City-owned property. Property owners in each of the districts petitioned the City to assess themselves an additional assessment to provide a constant and permanent funding to implement initiatives such as maintenance, security, public real improvements, marketing and promotion, and other PID-eligible public benefits.

The amount of annual City contribution to the PID was negotiated on a case-by-case basis depending on the specific needs and characteristics of each district. This negotiated amount is based, in part, on what the City would pay if the property were taxable, the cost of services it expends per year in the district for services and the benefits on an annual contribution for services carried out through the efforts of the PID. The amounts of City fee in lieu of assessment on the RCAs for FY 2018 are similar to FY 2017 as follows:

| | |
|-----------------------|-----------|
| East Sixth Street PID | \$35,000 |
| South Congress PID | \$2,679 |
| Downtown PID | \$360,000 |

- Item # 2: East Sixth Street, four (4) City-owned properties have a total value of approximately \$1,300,000. If those properties were assessed the same

as privately-owned properties, the annual assessment would be approximately \$2,460. The City fee-in-lieu contribution of \$35,000 is greater than what it would pay if it were a similarly benefitted private property owner. The City Council determined that paying the amount of \$35,000 per year subject to Council appropriation reflected the value of benefit it receives from the PID's maintenance, promotion and security activity in the District more than that value of what it would pay in special assessments if it were a private property owner.

Over two-thirds of the property owners in the East Sixth Street PID pay two special assessments: one special assessment is for the Downtown PID (reauthorized in 2012) and the second special assessment to the East Sixth Street PID (reauthorized in 2014). A majority of East Sixth Street property owners determined that the special assessment would result in needed improvements and maintenance specific to the district beyond the benefits resulting from the Downtown PID special assessment.

- Item # 3: For the South Congress PID, the City contributes a fee in-lieu of contribution identical to the amount of special assessment a private property owner would pay for its one similarly valued property, a City-owned fire station. In addition to the City fee-in-lieu contribution, staff is recommending to provide to the South Congress PID a one-time \$40,000 from the balance in the South Congress PID Fund resulting from past special assessment revenues collected. Deploying these funds into the PID operating budget will enable these funds to pay for programs and services important to the maintenance, promotion, economic development and security of the district. The remaining balance in the South Congress PID Fund would align with sound financial practice of a sufficient but not overly excessive reserve balance.

- Item # 4: For the Downtown PID, the City owns 48 parcels in the PID that have a total real property value of over \$430 million. If these properties were assessed similar to those owned by a private property owner, the estimated amount of annual special assessment would exceed \$400,000. The City provides a number of services for maintenance, security, marketing and promotion for Downtown in addition to services provided through the PID management entity, the Downtown Austin Alliance. Therefore, the City contribution to the PID is less than what it would contribute if it were a private property owner.

Agenda Item # 5: Approve negotiation and execution of an amendment to an interlocal agreement with Travis County to provide emergency medical services in areas of Travis County outside the City's corporate limits and dispatch support services to Travis County's STAR Flight program for a 12-month term beginning on October 1, 2017, in exchange for payment by Travis County of not less than \$13,000,000 and not more than \$17,000,000.

QUESTION: In a two-sided negotiation between the City and County, why would there not be a recommendation for equal amounts above and below the current cost of operations? When was the last time City Council received a

comprehensive briefing on the EMS interlocal agreement? Was this item presented to the Public Safety Commission or ATCEMS advisory board? Since an agreement still needs to be negotiated and executed, how will the Council know if we are going to maintain minimal response metrics or whether those metrics will be modified? COUNCIL MEMBER POOL'S OFFICE

ANSWER: See attachment.

Agenda Item # 8: Authorize the negotiation and execution of an amendment to the interlocal agreement with TRAVIS COUNTY and the AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER D/B/A AUSTIN TRAVIS COUNTY INTEGRAL CARE for mental health, public health and substance abuse services for indigent citizens and other eligible clients of the Downtown Austin Community Court, to clarify the total contract amount to include the increase of the cost of the first renewal previously authorized by Council on March 2, 2017, in an amount not to exceed \$392,000, and increase the two remaining 12-month renewal options in an amount not to exceed \$392,000 per renewal option, for a total agreement amount not to exceed \$1,351,000.

QUESTION: What goals and outcomes are expected with the increased funding for this item? Is it an increase in the number of people served, an increase in the types of services offered, or some combination of both? COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER: See attachment.

Agenda Item # 9: Approve an ordinance amending the Fiscal Year 2016-2017 Parks and Recreation Department Operating Budget Special Revenue Fund (Ordinance No. 20160914-001) to accept an additional \$1,200 in grant funds for the Youth Healthy Food Program for program-related staff travel and training.

QUESTION: When will the original and existing grant funds of \$30,000 be depleted for this program, or when would the department need to assess the need for additional funding? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER: The City of Austin received a one-year, one-time award from the National Recreation and Park Association (NRPA) in partnership with the Walmart Foundation for the Out-of-School Time Program. In addition to funding for programming, PARD was also awarded \$5,593.28 in-kind materials to implement the nutrition education program and a \$1,200 travel stipend to pay for attendance at the Nutrition Literacy and Training Summit on May 12, 2015 in Reston, Virginia.

All program funds have been expended along with the stipend provided for travel expenses. The Request for Council Action is necessary to include the \$1,200 in the grant budget which was initially only approved for \$30,000.

This one-time program was not offered beyond the March 1, 2015 –March 1,

2016 award period.

Agenda Item # 10: Approve adoption of the Aquatic Master Plan as developed by Parks and Recreation Department.

QUESTION: Understanding that the criteria described in the master plan provide a decision framework in the event of the need for significant investment to continue service at a particular pool, please provide the following. Which are the 10 most likely to be closed neighborhood pools? For these 10 what did the aquatics assessment suggest would be their current expected lifespan? In the \$96 million scenario, how many neighborhood pools do you anticipate closing and which ones?

Please explain the criteria that went into the suitability index and how they were scored for particular pools. Please elaborate more on why the ability to expand a given pool should be considered. Please provide data from the public engagement that indicates that residents want all neighborhood pools to be equal in size and nature even if doing so would lead to closures.

The questions in the Swim 512 Survey regarding the development of large family aquatic centers in regional locations throughout the city, do not seem to indicate that support for such a facility would be in lieu of neighborhood pools. How does the survey capture whether or not someone could have supported regional pools as well as keeping their neighborhood pools? How did the survey allow people to prioritize between regional pools and keeping their neighborhood pools?

Any new facility would require significant funding investment. Please provide funding estimates for new regional aquatic centers, including land costs? Please include the elements that went into determining the land costs? Please detail whether staff believe regional aquatic centers could be developed using existing PARD land assets or whether they would require additional land acquisition. What are the long term costs to maintain and repair these regional aquatic centers as they age compared to traditional neighborhood pools? Please explain how regional centers would be cost savers.

COUNCIL MEMBER ALTER'S OFFICE

ANSWER: See attachment.

QUESTIONS FROM WORK SESSION: Please provide a copy of the original resolution and ensure the master plan meet the criteria outline. Did the Equity Office participate or advise with regards to equity across the system? Please break down PARD's revenue by "program".

ANSWER: See attachment.

Agenda Item # 11: Authorize ratification of a contract with AUSTIN OUTREACH AND COMMUNITY SERVICE CENTER, INC. for HIV/AIDS

outreach and education services in an amount not to exceed \$27,111, which when combined with the previously executed contract, results in a combined total payment in the amount of \$84,611.

QUESTION: What led to the situation in which “ the vendor was not properly notified of the contract ending”? Please share the program goals and the documented outcomes against those goals for this contracted work. Was this work funded through a grant? If so, will this grant be available for reapplication and will the department pursue it? Alternately, is this program included for funding in the proposed budget? If so, what are outcome goals for the new proposed funding? COUNCIL MEMBER ALTER'S OFFICE

ANSWER: See attachment.

Agenda Item # 12: Approve a resolution authorizing the City Manager to allow deployment of sidewalk-based personal delivery robot demonstration projects within the city limits of Austin, under conditions determined by the City Traffic Engineer.

QUESTION: What is the target number of participating companies for the pilot? Please share any available data on how the use of these technologies has affected people employed in food delivery/other relevant delivery service industries in cities where this has been implemented/piloted. COUNCIL MEMBER ALTER'S OFFICE

ANSWER: Preliminary research indicates there are between three and five companies experimenting with personal delivery devices (sidewalk robots). Austin has received direct interest from one industry leader. San Francisco, San Jose, and Washington D.C. all have personal delivery device robots operating on their streets.

The research indicates that a number of additional robotic companies are commercially deploying robots in warehouses and similar environments. These robots often work side by side with their human “co-worker” to perform certain jobs where the devices are able to reduce potential injuries to their human counterpart or where the robot can provide mechanical muscle to multiply the human capability. Amazon uses these devices in its fulfillment centers where they are in fact expanding employment rather than reducing it. This could be one possible future for personal delivery device robots, to actually expand rather than contract service industry employment.

A scan of the available information on the internet does not provide information on the potential loss of delivery service industry jobs. However, pilots are relatively new and small in size. One might draw the conclusion by the number of start-up companies specifically experimenting in the personal delivery device market place that this will be a disruptive market. That means that the existing economy is demonstrating a demand for these devices, with or without municipal participation. If this is true, it is important that communities

test these new technologies and determine how they might be used to achieve community goals, allowing future crafting of appropriate regulations and incentives.

Agenda Items # 21 and 22: Zoning case for Velocity Credit Union.

QUESTION: How do Items 21 and 22 impact the existing and proposed Capitol View Corridors? COUNCIL MEMBER HOUSTON'S OFFICE


ANSWER: The zoning will not affect the capitol view corridors. Any building built under the new zoning would have to comply with any existing or future corridors.


Agenda Item # 28: Conduct a public hearing and consider a resolution adopting the recommendations of the Electric Utility Commission Resource Planning Working Group for the Austin Energy Resource, Generation and Climate Protection Plan, including long-range planning through 2027.

QUESTION: See attached response for all questions.

ANSWER: See attachment.

END OF REPORT - ATTACHMENTS TO FOLLOW

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

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



Council Question and Answer

Related To

Item #5

Meeting Date

August 10, 2017

Additional Answer Information

QUESTION: In a two-sided negotiation between the City and County, why would there not be a recommendation for equal amounts above and below the current cost of operations? When was the last time City Council received a comprehensive briefing on the EMS interlocal agreement? Was this item presented to the Public Safety Commission or ATCEMS advisory board? Since an agreement still needs to be negotiated and executed, how will the Council know if we are going to maintain minimal response metrics or whether those metrics will be modified? COUNCIL MEMBER POOL'S OFFICE

ANSWER:

1) *In a two-sided negotiation between the City and County, why would there not be a recommendation for equal amounts above and below the current cost of operations?*

In the first ILA created in FY14, the cost model was developed by the City and County budget offices. The model accounts for increases in costs due to wages and benefits, commodities, fleet maintenance and fuel costs.

2) *When was the last time City Council received a comprehensive briefing on the EMS interlocal agreement?*

The last comprehensive briefing was done for council prior to this ILA being signed in 2014 for FY14 and there were 4 amendments planned into the ILA. Since that time EMS has brought back to the council amendments that modified either language for cleanup and budget updates due to factors described in the cost model. This current amendment would be the fourth and final amendment before a new Interlocal is created.

FY15 was amendment #1

FY16 was amendment #2

FY17 was amendment #3

3) *Was this item presented to the Public Safety Commission or ATCEMS advisory board?*

No, since this is only an amendment. During the August 10th Council meeting, Council can authorize approval to negotiate and the staff can bring the ILA back to council for approval to execute after going through the advisory board and commission, if that is the desire.

4) *Since an agreement still needs to be negotiated and executed, how will the Council know if we are going to maintain minimal response metrics or whether those metrics will be modified?*

There is no plan to modify in this amendment response metrics for the County which are different than the City of Austin.



Council Question and Answer

| | | | |
|------------|---------|--------------|-----------------|
| Related To | Item #8 | Meeting Date | August 10, 2017 |
|------------|---------|--------------|-----------------|

Additional Answer Information

QUESTION: What goals and outcomes are expected with the increased funding for this item? Is it an increase in the number of people served, an increase in the types of services offered, or some combination of both? COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER:

The increased funding for the two remaining 12-month renewal options beginning in fiscal year 2018 will allow additional individuals to be served under the existing programs funded through this interlocal agreement. Below are the performance increases the City expects with the additional funding for the two remaining 12-month renewal options beginning in fiscal year 2018:

| Performance Measure | Base Renewal Target | Amended Renewal Target | Net Change |
|---------------------------------------|---------------------|------------------------|------------|
| # of clients served | 37 | 74 | 37 |
| # of referral to transitional housing | 7 | 14 | 7 |
| # of referral to inpatient treatment | 4 | 8 | 4 |



Council Question and Answer

| | | | |
|------------|-----------|--------------|-----------------|
| Related To | Item # 10 | Meeting Date | August 10, 2017 |
|------------|-----------|--------------|-----------------|

Additional Answer Information

QUESTION: Understanding that the criteria described in the master plan provide a decision framework in the event of the need for significant investment to continue service at a particular pool, please provide the following. Which are the 10 most likely to be closed neighborhood pools? For these 10 what did the aquatics assessment suggest would be their current expected lifespan? In the \$96 million scenario, how many neighborhood pools do you anticipate closing and which ones? Please explain the criteria that went into the suitability index and how they were scored for particular pools. Please elaborate more on why the ability to expand a given pool should be considered. Please provide data from the public engagement that indicates that residents want all neighborhood pools to be equal in size and nature even if doing so would lead to closures. The questions in the Swim 512 Survey regarding the development of large family aquatic centers in regional locations throughout the city, do not seem to indicate that support for such a facility would be in lieu of neighborhood pools. How does the survey capture whether or not someone could have supported regional pools as well as keeping their neighborhood pools? How did the survey allow people to prioritize between regional pools and keeping their neighborhood pools? Any new facility would require significant funding investment. Please provide funding estimates for new regional aquatic centers, including land costs? Please include the elements that went into determining the land costs? Please detail whether staff believe regional aquatic centers could be developed using existing PARD land assets or whether they would require additional land acquisition. What are the long term costs to maintain and repair these regional aquatic centers as they age compared to traditional neighborhood pools? Please explain how regional centers would be cost savers. COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

1) Understanding that the criteria described in the master plan provide a decision framework in the event of the need for significant investment to continue service at a particular pool, please provide the following. Which are the 10 most likely to be closed neighborhood pools? For these 10 what did the aquatics assessment suggest would be their current expected lifespan? In the \$96 million scenario, how many neighborhood pools do you anticipate closing and which ones?

Which are the 10 most likely to be closed neighborhood pools?

The master plan does not list 10 pools most likely to close. The intent of the Aquatic Master Plan is not to determine which pools will be closed today or in the near future. In Appendix E, the draft Master Plan identifies the repairs and upgrades that need to take place at each pool. For example, in consideration of Reed Pool, the Master Plan states the pool should be maintained until unsustainable and then rebuilt as a neighborhood pool as defined in Chapter 5. There are only 3 references to closing facilities and 1 reference to replace a facility. Those facilities are as follows:

- 1- Parque Zaragosa – the master plan states this is a candidate for closing
- 2- Civitan – the master plan states to close this facility once Montopolis is rebuilt
- 3- Metz – the master plan states consider closing this one as it is close to Martin
- 4- Canyon Vista – the master plan states to replace with new facility (requiring the identification of land), when lease agreement ends

For these 10 what did the aquatics assessment suggest would be their current expected lifespan?

The master plan does not address life expectancies of the current system, with the exception of the average age being greater than 50 years and the life expectancies of a commercial pool being between 25 and 30 years. However, the aquatic assessment completed in 2014 stated we had 7 critical pools not likely to last more than 5 years. With Shihe and Govalle being replaced this year the remaining critical pools are:

- 1 - Civitan
- 2 - Gillis
- 3 - Montopolis
- 4 - Northwest
- 5 - Givens

Recent developments during the 2017 operational year, not associated with the master plan process, suggests that Mable Davis is a sixth pool with significant issues that is nearing the end of its life expectancy. The Department is closely investigating the issues at this pool and will have more comprehensive information at the end of August.

In the \$96 million scenario, how many neighborhood pools do you anticipate closing and which ones?

Chapter 8 Figure 8.1 illustrates a potential scenario of the aquatic system 20 years out. This map specifically indicates suggested regional aquatic facilities and community aquatic facilities as follows:

Proposed Regional Aquatic Facilities

- Balcones
- Bartholomew (in its current configuration)
- Garrison
- Northwest and
- Deep Eddy (in its current configuration as a unique space)

Proposed Community Pools

- Dick Nichols
- Dittmar
- Dove Springs
- Givens
- Mable Davis
- Montopolis
- Springwoods
- Walnut Creek

The suggested methodology for pool consolidation and/or closing with regards to the remaining neighborhood pools is to use the suggested Sustainability Process and the Site Suitability Ranking. Ideally, a proactive approach will be applied in which a neighborhood pool will not be closed until an adjacent facility within the same geographical area is upgraded, avoiding further gaps in service.

2) *Please explain the criteria that went into the suitability index and how they were scored for particular pools. Please elaborate more on why the ability to expand a given pool should be considered. Please provide data from the public engagement that indicates that residents want all neighborhood pools to be equal in size and nature even if doing so would lead to closures.*

Please explain the criteria that went into the suitability index and how they were scored for particular pools.

Chapter 7 covers all of the criteria and the associated elements and how scoring is derived. Chapter 7.4 describes the process that determined the weighing of the individual elements. Table 7.12 illustrates percentage of weight for each factor. For example, under Criteria Demographics, element "Social Needs and Conditions Index", the importance factor based on 100% was determined to be 15% of the total.

Attached are the ranking tables for Big Stacy and Deep Eddy as requested along with the master scoring guideline used.

Please elaborate more on why the ability to expand a given pool should be considered.

The site suitability does not indicate that a facility itself needs to expand, it simply identifies that minimum elements required for expansion are present at specific locations. The site itself needs to be conducive to those elements identified and preferred during the community engagement process (most notably the demographics criteria) in addition to regulatory requirements. Some sites are not large enough to include the minimal required regulatory elements for example parking, restrooms, and deck space.

Please provide data from the public engagement that indicates that residents want all neighborhood pools to be equal in size and nature even if doing so would lead to closures.

One of the Aquatic Master Plan goals is to envision an equitable aquatic system. The development of the criteria to assist in determining and establishing this goal was derived from numerous sources. They are:

- a. Public meetings
- b. Focus Groups
- c. Committee Meetings
- d. Neighborhood Meetings
- e. Surveys
- f. Onsite discussions

The public engagement feedback allowed staff to create pool classification types (neighborhood pools, community pools, etc.) Community members were presented visual preference surveys and questionnaires regarding what they would like to see at Austin pools. The meeting summary can be found here:

http://austintexas.gov/sites/default/files/files/Parks/Planning_and_Development/Kick-off_meeting_summary_report_2.1.pdf

This information was used to create pool classifications that includes the minimum features that the community most preferred. The base features specific to the neighborhood pool classification included are:

- Bathhouse- meeting health codes, family changing rooms, clean and upgraded
- Activity pool- meeting the needs of families with young children
- Swim lessons for young children
- Combined lap/recreation pool- meet the needs of Austin's avid lap swimmers, Aquatic programming opportunities- swim lessons and swim teams (preferred by many neighborhoods). Per staff input, the size of the pool must be a standard 4-6 lap lanes x 75' to meet programming needs
- Shade structures- Shade was repeatedly one of the top preferred features for all pools
- Zero depth entry- meets ADA requirements and used for young children

The surface area of these pools would be 3,000-5,000 sq ft in order to accommodate these basic minimum features.

The standards for neighborhood pools establishes equity in the system and allows for Aquatics to provide equal and standard programming options at all neighborhood pools. It does not dictate pool configuration or a "cookie cutter" approach. Standardizing the size and basic features of neighborhood pools does not lead to closures.

After establishing pool classifications, community members were presented the pool types and asked to provide feedback at four regional workshops and through the stakeholder database. Community members were asked to build their ideal aquatic system using the new pool definitions. Every community member created a system with a mixture of the different pool classifications. The presentation can be found here:

http://austintexas.gov/sites/default/files/files/Parks/Planning_and_Development/July_Aquatic_Master_Plan_Presentation-Final.pdf

3) The questions in the Swim 512 Survey regarding the development of large family aquatic centers in regional locations throughout the city, do not seem to indicate that support for such a facility would be in lieu of neighborhood pools. How does the survey capture whether or not someone could have supported regional pools as well as keeping their neighborhood pools? How did the survey allow people to prioritize between regional pools and keeping their

neighborhood pools?

The Swim 512 survey was created by consultant, Cortez Consulting and was derived from the community input gathered in the Swim 512 engagement phase of the project. It was decided to use the survey in its complete form due to the academic standards and review by the University of Texas.

The survey was developed and issued to the public before the pool classifications were created and prior to the Alternatives Workshops where community members were asked to create their ideal system using neighborhood, community, and regional pool types.

The survey was not intended to answer the two referenced questions because the concept of pool classifications, including their amenities and services areas, was not yet conceived.

At the Alternatives Workshops community members were presented three concepts, Neighborhood Focused, Regional/Community Focused, and a Combination Concept. The Neighborhood Focused concept included 51 neighborhood pools (many more than the current system) and still had large gaps in service areas. Other constraints of the concept mentioned were: increased operational costs, need to hire more lifeguards, lack of variety of features, does not bring in revenue, and many residents are not within a service area.

Community members were given meaningful information and options in order to provide informed input. Additionally, the same information and concepts were vetted through two focus groups that included participants of the Swim 512 engagement phase, the District Representative Group, the Aquatic Advisory Board, the Technical Advisory Group and other City staff.

The Combination Concept with a variety of pool types was consistently preferred in the four public meetings and two focus group meetings. The description and summary of input from the Focus Group meetings can be found in Appendix C, starting on page 43. The summary of the Alternatives Workshops can be found in Appendix C, pages 63-85.

4) Any new facility would require significant funding investment. Please provide funding estimates for new regional aquatic centers, including land costs? Please include the elements that went into determining the land costs? Please detail whether staff believe regional aquatic centers could be developed using existing PARD land assets or whether they would require additional land acquisition. What are the long term costs to maintain and repair these regional aquatic centers as they age compared to traditional neighborhood pools? Please explain how regional centers would be cost savers. Please provide funding estimates for new regional aquatic centers, including land costs? Please include the elements that went into determining the land costs?

The master plan proposed a total of 5 pools to be classified as Regional Aquatic Centers

- Balcones
- Bartholomew (in its current configuration)
- Garrison
- Northwest and
- Deep Eddy (in its current configuration as a unique space)

The cost (2017 dollars) for these new regional facilities are as follows:

Balcones – \$7.5 M

Garrison – \$9.8 M

Northwest – \$8.7 M

The estimated cost associated with developing a new regional center, not including the purchase of property, is estimated to be between \$8 and \$10 million in today's dollars and include, design, permitting, construction,

project management and estimates for the features appropriate for the regional aquatic center classification.

The Department's preference is to utilize property already zoned as park land to limit cost associated with these facilities. It is premature for the Department to estimate land costs because estimating future land purchases is unreliable.

Please detail whether staff believe regional aquatic centers could be developed using existing PARD land assets or whether they would require additional land acquisition.

Areas identified as underserved areas have not been identified strategically as Regional Aquatic Centers- the actual pool classification is yet to be determined. The Department's preference is to utilize property already zoned as park land to limit cost associated with these facilities. As the prioritized areas are further developed and analyzed, a truer cost for land (if needed) can be established.

What are the long term costs to maintain and repair these regional aquatic centers as they age compared to traditional neighborhood pools? Please explain how regional centers would be cost savers.

There are 3 major cost drivers when operating pools those are

- 1- Staffing both temporary and full-time
- 2- Mechanical – including chemical use
- 3- Water

All three of these cost drives are reduced when multiple neighborhood pools are consolidated into one regional facility. If the facility is designed properly the industry has experienced a reduction in the total amount of water used, lifeguard staff, mechanic staff time and administrative staff time.

7.3.8 Operations (Table 7.11)

The Operations criterion measures conditions related to the maintenance, access, and operation of the existing aquatic sites. These elements were evaluated by BCI as part of the Aquatic Assessment and were updated by PARD maintenance staff.

Maintenance Staff/Equipment Ease of Access

This element evaluates the ease of equipment access by staff. A low rating is assigned where staff must descend into a pit. A higher rating is assigned if equipment is easier to access.

Simplicity of Equipment

A lower rating is assigned for gravity sand requiring more valves. A filter with a high rate that is easier to operate receives a higher rating.

Equipment Condition/Replacement Cost

This element refers primarily to replacement cost with lower ratings for the gravity sand filters, which typically have cast iron valves and piping. Higher ratings are assigned for high rate sand with newer PVC piping.

Lawn/Landscaped Area

Larger landscaped areas require more maintenance and receive a lower rating.

Employee Safety Measures

Refers primarily to facilities that require staff to enter a pit, which receives a lower rating.

Tables 7.2 through 7.11 present the data for each of the eight criteria, one table for each of the criteria plus tables for two individual elements (Health/Safety issues and Attendance/Pool Capacity). The data for each element is provided by pool site. This data was converted to scores for each element based on the distribution of values shown in the Site Suitability Ratings Key (Table 7.1).

Table 7.11: Operations

| Operations | | | | | |
|---------------|--------------------------|-------------------------|--|---------------------|--------------------------|
| Pool Name | Equipment ease of access | Simplicity of Equipment | Equipment Condition / Replacement Cost | Lawn/Landscape Area | Employee Safety Measures |
| Balcones | Poor | Good | Fair | Good | Fair |
| Bartholomew | Good | Excellent | Excellent | Fair | Fair |
| Big Stacy | Good | Fair | Poor | Poor | Good |
| Brentwood | Fair | Good | Fair | Good | Fair |
| Canyon Vista | Poor | Poor | Poor | Excellent | Poor |
| Civilian | Poor | Good | Poor | Fair | Good |
| Colony Park | NA | NA | NA | NA | NA |
| Deep Eddy | Poor | Poor | Poor | 3 | Fair |
| Dick Nichols | Fair | Good | Good | Fair | Good |
| Dittmar | Poor | Good | Good | Poor | Good |
| Dottie Jordan | Fair | Good | Fair | Poor | Fair |
| Dove Springs | Good | Good | Fair | Poor | Good |
| Garrison | Fair | Poor | Poor | Fair | Fair |
| Gillis | Poor | Poor | Poor | Good | Poor |
| Givens | Poor | Poor | Poor | Fair | Poor |
| Govalle | Good | Good | Poor | Fair | Good |

| Operations | | | | | |
|-----------------|--------------------------|-------------------------|--|---------------------|--------------------------|
| Pool Name | Equipment ease of access | Simplicity of Equipment | Equipment Condition / Replacement Cost | Lawn/Landscape Area | Employee Safety Measures |
| Kenemer | Good | Good | Fair | Fair | Good |
| Little Stacy | Fair | Good | Fair | Poor | Good |
| Mabel Davis | Poor | Poor | Poor | Fair | Poor |
| Martin | Poor | Poor | Poor | Good | Poor |
| Metz | Fair | Good | Good | Poor | Good |
| Montopolis | Poor | Poor | Poor | Fair | Poor |
| Murchison | Good | Good | Good | Fair | Good |
| Northwest | Poor | Poor | Poor | Fair | Poor |
| Parque Zaragoza | Fair | Good | Good | Fair | Good |
| Patterson | Good | Good | Good | Fair | Good |
| Ramsey | Fair | Good | Good | Fair | Good |
| Reed | Good | Good | Good | Fair | Good |
| Rosewood | Poor | Poor | Poor | Good | Poor |
| Shipe | Fair | Good | Fair | Fair | Good |
| Springwoods | Good | Good | Good | Poor | Good |
| Walnut Creek | Fair | Poor | Poor | Fair | Fair |
| West Austin | Good | Good | Good | Good | Good |
| Westenfield | Good | Excellent | Excellent | Poor | Excellent |

Legend

Equipment ease of access - Low rating for a pit - higher rating for easier access

Simplicity of Equipment - Lower rating for gravity sand requiring more valves - higher rating of easier to operate

Equipment condition/replacement cost - primarily replacement cost with the lower ratings for gravity sand filters, which typically have cast iron valves and piping and higher ratings for high rate sand with newer PVC piping

Landscape area - Larger landscaped areas require more maintenance and receive a lower rating

Employee Safety - Pools where staff must enter a pit receive a lower rating

7.4 PROCESS AND WEIGHTING

The scores for each element were generally assigned a rating of 0 to 10 based on the range of possible results. Some elements contained quantitative data, while some elements were qualitative in nature. Quantitative elements were given rating of 0 to 10 based on the range of results, and any number from 0 to 10 was a possible rating for these elements. For example, a population of over 12,000 within a 20-minute walk was given a rating of 10, and as population decreased, the rating declined until the population was below 2,000, a rating of 0.

Qualitative elements typically had fewer than 10 possible scores; however, the range of options were distributed through the rating scale. Some elements had only two options, receiving either 0 or 10 points. In all cases, a higher score was given to a result that was more desirable for redevelopment or improvement of the site. The Site Suitability evaluation for each of the 34 aquatic facility sites is location in Appendix A.

7.4.1 Element Importance and Scoring

The eight criteria each contained between 5 and 12 elements, for a total of 78 elements considered as part of this analysis. Each element was assigned an Importance Factor, measured as a percentage, so that the collective total of the elements within each criterion add up to 100%. The Importance Factors were assigned based on the level of importance that each element should have with regard to decisions to improve or redevelop a site. The Importance Factors can be seen in Table 7.12.

The Consultant and the PARD Technical Team (TT) evaluated each of the elements to determine the Importance Factor that should be assigned. **Public input from the Needs Assessment, this Master Plan, and the SWIM 512 engagement, which took place between the Assessment and the Master Plan, was utilized as part of the determination of these Importance Factors.** Every effort was made to ensure that the Importance Factors were assigned to represent how applicable and critical the element would be to future development decisions, because the purpose of this process was to evaluate the sites as objectively as possible. For example, the location of a site within the floodplain is much more important than the zoning designation, because a floodplain will greatly limit the possibility for development and is much more difficult to change than a zoning designation. (Also, none of the zoning designations at these sites placed significant barriers to development.)

Table 7.12: Importance Factors

| Criteria/ Elements | Importance Factor | |
|--|-------------------|--------------------|
| | Neighborhood | Community/Regional |
| Demographics | | |
| 20-Minute Walk | | |
| Children | 10% | 3% |
| Seniors | 5% | 2% |
| Total Population | 15% | 5% |
| Median Household Income | 5% | 3% |
| Population Growth (5-Year) | 5% | 3% |
| Social Needs and Conditions Index | 15% | 10% |
| 10-Minute Drive | | |
| Children | 3% | 10% |
| Seniors | 2% | 6% |
| Total Population | 6% | 15% |
| Median Household Income | 3% | 5% |
| Population Growth (5-Year) | 3% | 8% |
| Capacity (based on surface area) | 8% | 10% |
| Attendance (5-Year Avg.) | 10% | 10% |
| Attendance/Capacity Ratio | 10% | 10% |
| Demographics Total (Out of 100) | 100% | 100% |
| Site Conditions | | |
| Entrance/Drive | 10% | 5% |
| Parking Spaces (Count) | 10% | 14% |
| Site Area (Acres) | 40% | 50% |
| Grade Constraints | 0% | 14% |
| Health, Safety, Welfare Issues | 20% | 5% |
| Designated Historical Features (Count) | 10% | 6% |
| Historical Structure (Pool House or Pool) | 10% | 6% |
| Site Total (Out of 100) | 100% | 100% |
| Location | | |
| Heavily Trafficked Roadways (Traffic Counts) | 5% | 5% |
| Distance from Road | 5% | 5% |
| Railroads | 5% | 5% |
| Flight Zones (Noise Level - Decibels) | 5% | 5% |
| Competing Elements (Count) | | |
| Other PARD Aquatic Facilities (20 Min. Walk) | 20% | 8% |
| Service Area Overlap (20 Min. Walk) | 20% | 8% |
| Private Aquatic Facilities (20 Min. Walk) | 7% | 3% |

| Criteria/ Elements | Importance Factor | |
|--|-------------------|--------------------|
| | Neighborhood | Community/Regional |
| Programs By HOA/Private Orgs. (20 Min. Walk) | 3% | 2% |
| Symbiotic Elements (Count) | | |
| Schools/Daycare Providers (5 Minute Walk) | 10% | 19% |
| Recreation Centers (5 Minute Walk) | 10% | 20% |
| Other Park Amenities (5 Minute Walk) | 10% | 20% |
| Location Total (Out of 100) | 100% | 100% |
| Accessibility | | |
| Adjacent Roadway Class | 5% | 5% |
| Transit Access | 15% | 15% |
| Pedestrian Connectivity | | |
| Walkways/Trails | 15% | 15% |
| Crosswalks | 5% | 5% |
| Traffic Controls | 5% | 5% |
| Overall | 15% | 15% |
| Bicycle Connectivity | | |
| Lanes | 10% | 10% |
| Trails (Count) | 15% | 15% |
| Overall | 15% | 15% |
| Accessibility Total (Out of 100) | 100% | 100% |
| Infrastructure | | |
| Electric Service Provider | 10% | 10% |
| Electric Service (Phases) | 5% | 10% |
| Water (Dist. to 4" Line in ft.) | 10% | 20% |
| Reclaimed Water (Dist. in ft.) | 10% | 15% |
| Wastewater (Dist. to 8" Sewer Line in ft.) | 5% | 15% |
| Pool Condition | 25% | 10% |
| Bathhouse Condition | 20% | 10% |
| Storage Conditions | 10% | 5% |
| COATN Service Area (Wi-Fi) | 5% | 5% |
| Infrastructure Total (Out of 100) | 100% | 100% |
| Environmental | | |
| Trees (Number) | | |
| 2" to 19" in Diameter | 3% | 5% |
| 19" to 24" in Diameter | 3% | 5% |
| Over 24" in Diameter (Including Heritage) | 11% | 15% |
| Grow Zones | 13% | 10% |
| Aquifer Recharge | 13% | 13% |
| Pollinator Habitat | 6% | 5% |
| Wetlands | 13% | 10% |
| Rock Outcrop | 13% | 13% |
| Springs | 13% | 13% |
| Environmental Sensitivity | 6% | 5% |
| Soil Suitability | 6% | 5% |
| Environmental Total (Out of 100) | 100% | 100% |
| Regulatory | | |
| Flood Zones | | |
| 25-Year Floodplain | 20% | 20% |
| 100-Year Floodplain | 10% | 10% |
| 500-Year Floodplain | 5% | 5% |
| Zoning Designation | 5% | 5% |

| Criteria/ Elements | Importance Factor | |
|--|-------------------|--------------------|
| | Neighborhood | Community/Regional |
| Sub-Chapter E (Distance from Road in ft.) | 5% | 5% |
| Erosion Hazard Review Buffer | 9% | 10% |
| Resource Buffers | 20% | 20% |
| Watershed Regulation Areas | 10% | 10% |
| Water Quality Zones | 3% | 5% |
| Endangered Species | 3% | 5% |
| Bathhouse | 5% | 2% |
| Restrooms (Distance from Pool in ft.) | 5% | 2% |
| Regulatory Total (Out of 100) | 100% | 100% |
| Operations | | |
| Maintenance Staff/Equipment Ease of Access | 20% | 20% |
| Simplicity of Equipment | 20% | 20% |
| Equipment Condition/Replacement Cost | 30% | 30% |
| Lawn/Landscaped Area | 20% | 20% |
| Employee Safety Measures | 10% | 10% |
| Operations Total (Out of 100) | 100% | 100% |

The process required that the importance of each element be compared with each of the elements within the criterion. Because the number of elements varies between criteria, the Importance Factor of an element cannot be compared to the Importance Factor of an element of a different criterion. The rating for each element (between 0 and 10) was then multiplied by the Importance Factor to determine an Element Score. The sum of Element Scores within each criteria represents the Criterion Score. Each criterion has a possible score of between 0 and 100.

7.4.2 Criteria Weighting

Once the scores for each criterion were determined, weights were required for the eight criteria. Like the elements they contain, the criteria varied in significance to a future decision process. For example, the Demographics criterion was assigned a higher weight than Operations, because the quantity and social characteristics of the population within the service area of a facility greatly impacts its potential level of use, while improvements to operations can be accomplished through the replacement or relocation of equipment.

7.4.3 Pool Classification Potential

Both the Importance Factors for elements and the weights for the criteria were modified to two improvement scenarios: Neighborhood Pool and Community/Regional Pool. The creation of these two scenarios was necessary because the site requirements vary significantly between a small neighborhood pool and the larger pool types that serve a wider area. For a Neighborhood Pool, the number of children within a 20-minute walk is more important than the number within a 10-minute drive because users of these pools are much more likely to live nearby. Most of the users of a Community or Regional pool will arrive by automobile, placing a greater demand for parking. Additionally, a larger pool requires a larger site to accommodate additional amenities.

7.4.4 Sustainable Aquatic Systems

The Site Suitability Ranking Process is a critical component to the Sustainable Aquatic Systems in Austin. The criteria and elements, along with their corresponding weights and Importance Factors, are designed to promote both sustainability of operations and equity in services for aquatic systems in Austin. Accordingly, the process places the highest weight on the demographics that represent the users of the pools, including those most in need of services. The remaining seven criteria focus on the aquatic site itself, evaluating a multitude of elements that impact the long-term sustainability of a site for aquatic services, which are evaluated both at the neighborhood level (Neighborhood Pool) and multi-neighborhood or regional level (Community/Regional Pool).

7.5 ANALYSIS

The scores for each criterion by pool can be seen in Table 7.14, Site Suitability Ranking Summary. This table also shows the weights assigned to each criterion under the two scenarios. The Site Suitability Rating Score for each pool site can be seen below the scores by criterion, including separate scores for the Neighborhood and Community/Regional scenarios. The Site Suitability Rating Score represents the summation of the criteria scores multiplied by the criteria weights. Scores could theoretically range from 0 to 100. Actual results ranged from 42 to 81 for Neighborhood Pool and 46 to 71 for Community or Regional Pool.

The process for calculating the Site Suitability Ranking Score is presented in Table 7.13, which uses Balcones as an example. The Criteria Scores are calculated by pool site using the associated elements (sum of Element Scores). The data for the individual Element Scores is located in Appendix A. The Site Suitability Ranking Score represents the sum of the eight (8) Weighted Scores, which as calculated by multiplying the Criteria Scores by the Weight. The process is applied twice, once for Neighborhood Pool and once for Community or Regional Pool. Separate calculations are required because the Weights and Criteria Scores vary depending on the potential pool size.

Table 7.13: Site Suitability Ranking Score

| Balcones | Neighborhood Pool | | | | | Community or Regional Pool | | | | |
|---------------------------------|--------------------------|----------------------|-----------------------|---------------|-----------------------|-----------------------------------|----------------------|-----------------------|---------------|-----------------------|
| Criteria | Weight | multiplied by | Criteria Score | equals | Weighted Score | Weight | multiplied by | Criteria Score | equals | Weighted Score |
| Demographics | 20% | x | 40 | = | 8 | 20% | x | 58 | = | 12 |
| Site Conditions | 20% | x | 90 | = | 18 | 20% | x | 86 | = | 17 |
| Location | 15% | x | 73 | = | 11 | 15% | x | 48 | = | 7 |
| Accessibility | 10% | x | 47 | = | 5 | 10% | x | 45 | = | 4 |
| Infrastructure | 20% | x | 53 | = | 11 | 10% | x | 58 | = | 6 |
| Environmental | 5% | x | 78 | = | 4 | 10% | x | 77 | = | 8 |
| Regulatory | 5% | x | 95 | = | 5 | 12% | x | 92 | = | 11 |
| Operations | 5% | x | 52 | = | 3 | 3% | x | 29 | = | 1 |
| Sum of 8 Weighted Scores | 100% | | | | 63 | 100% | | | | 66 |

Using the scores from this site suitability process, the pool sites were then ranked (against each other) by pool type. Sites that cannot be redeveloped as a larger pool, because they are too small (less than an acre) or are located within the floodplain (25 or 100 year), were not ranked for the larger pool types. These rankings are shown in the bottom three rows of the Site Suitability Ranking Summary (Table 7.13). The rankings for Neighborhood Pools are color coded based on high (green), medium (yellow), and low (red) ranked sites. The ranking can be seen by location in Figure 7.2. The Site Suitability Ranking Summary for Neighborhood Pools only can be seen in Table 7.15.

| Big Stacy | Condition | Neighborhood Potential | | | Community/Regional Potential | | |
|--|-----------------|------------------------|-------------------|---------------|------------------------------|-------------------|---------------|
| | | Ranking | Importance Rating | Element Score | Ranking | Importance Rating | Element Score |
| Demographics | | | | | | | |
| 20-Minute Walk | | | | | | | |
| Children | 1,507 | 4 | 10% | 4.0 | 4 | 3% | 1.2 |
| Seniors | 987 | 9 | 5% | 4.5 | 9 | 2% | 1.8 |
| Total Population | 8,814 | 7 | 15% | 10.5 | 7 | 5% | 3.5 |
| Median Household Income | \$59,376 | 6 | 5% | 3.0 | 6 | 3% | 1.8 |
| Population Growth (5-Year) | 425 | 7 | 5% | 3.5 | 7 | 3% | 2.1 |
| Social Needs and Conditions Index | 111 | 6 | 15% | 9.0 | 6 | 10% | 6.0 |
| 10-Minute Drive | | | | | | | |
| Children | 21,330 | 6 | 3% | 1.8 | 6 | 10% | 6.0 |
| Seniors | 8,644 | 5 | 2% | 1.0 | 5 | 6% | 3.0 |
| Total Population | 112,262 | 7 | 6% | 4.2 | 7 | 15% | 10.5 |
| Median Household Income | \$41,615 | 7 | 3% | 2.1 | 7 | 5% | 3.5 |
| Population Growth (5-Year) | 12,554 | 8 | 3% | 2.4 | 8 | 8% | 6.4 |
| Capacity (based on surface area) | 217 | 2 | 8% | 1.6 | 2 | 10% | 2.0 |
| Attendance (5-Year Avg.) | 70,432 | 10 | 10% | 10.0 | 10 | 10% | 10.0 |
| Attendance/Capacity Ratio | 324.9 | 10 | 10% | 10.0 | 10 | 10% | 10.0 |
| Demographics Total (Out of 100) | | | 100% | 68 | | 100% | 68 |
| Site Conditions | | | | | | | |
| Entrance/Drive | Yes | 10 | 10% | 10.0 | 10 | 5% | 5.0 |
| Parking Spaces (Count) | 19 | 9 | 10% | 9.0 | 0 | 14% | 0.0 |
| Site Area (Acres) | 1.0 | 10 | 40% | 40.0 | 0 | 50% | 0.0 |
| Grade Constraints | Moderate-Severe | | 0% | 0.0 | 2 | 14% | 2.8 |
| Health, Safety, Welfare Issues | 60% | 6 | 20% | 12.0 | 6 | 5% | 3.0 |
| Designated Historical Features (Count) | 4 | 0 | 10% | 0.0 | 0 | 6% | 0.0 |
| Historical Structure (Pool House or Pool) | 1936 | 1 | 10% | 1.0 | 1 | 6% | 0.6 |
| Site Total (Out of 100) | | | 100% | 72 | | 100% | 11 |
| Location | | | | | | | |
| Heavily Trafficked Roadways (Traffic Counts) | 3,690 | 9 | 5% | 4.5 | 9 | 5% | 4.5 |
| Distance from Road | 183 | 3 | 5% | 1.5 | 3 | 5% | 1.5 |
| Railroads | None | 10 | 5% | 5.0 | 10 | 5% | 5.0 |
| Flight Zones (Noise Level - Decibels) | None | 10 | 5% | 5.0 | 10 | 5% | 5.0 |
| Competing Elements (Count) | | | | | | | |
| Other PARD Aquatic Facilities (20 Min. Walk) | 1 | 5 | 20% | 10.0 | 5 | 8% | 4.0 |
| Service Area Overlap (20 Min. Walk) | 83% | 2 | 20% | 4.0 | 2 | 8% | 1.6 |
| Private Aquatic Facilities (20 Min. Walk) | 0 | 10 | 7% | 7.0 | 10 | 3% | 3.0 |
| Programs By HOA/Private Orgs. (20 Min. Walk) | 0 | 10 | 3% | 3.0 | 10 | 2% | 2.0 |
| Symbiotic Elements (Count) | | | | | | | |
| Schools/Daycare Providers (5 Minute Walk) | 1 | 2 | 10% | 2.0 | 2 | 19% | 3.8 |
| Recreation Centers (5 Minute Walk) | 0 | 0 | 10% | 0.0 | 0 | 20% | 0.0 |
| Other Park Amenities (5 Minute Walk) | 11 | 5 | 10% | 5.0 | 5 | 20% | 10.0 |
| Location Total (Out of 100) | | | 100% | 47 | | 100% | 40 |
| Accessibility | | | | | | | |
| Adjacent Roadway Class | Minor Arterial | 10 | 5% | 5.0 | 8 | 5% | 4.0 |
| Transit Access | Yes | 10 | 15% | 15.0 | 10 | 15% | 15.0 |
| Pedestrian Connectivity | | | | | | | |
| Walkways/Trails | Some | 5 | 15% | 7.5 | 5 | 15% | 7.5 |
| Crosswalks | None | 0 | 5% | 0.0 | 0 | 5% | 0.0 |
| Traffic Controls | None | 0 | 5% | 0.0 | 0 | 5% | 0.0 |
| Overall | Fair | 3 | 15% | 4.5 | 3 | 15% | 4.5 |
| Bicycle Connectivity | | | | | | | |
| Lanes | Some | 5 | 10% | 5.0 | 5 | 10% | 5.0 |
| Trails (Count) | None | 0 | 15% | 0.0 | 0 | 15% | 0.0 |
| Overall | Fair | 3 | 15% | 4.5 | 3 | 15% | 4.5 |
| Accessibility Total (Out of 100) | | | 100% | 42 | | 100% | 41 |
| Infrastructure | | | | | | | |
| Electric Service Provider | Austin Energy | 10 | 10% | 10.0 | 10 | 10% | 10.0 |
| Electric Service (Phases) | 2 | 5 | 5% | 2.5 | 5 | 10% | 5.0 |
| Water (Dist. to 4" Line in ft.) | 0 | 10 | 10% | 10.0 | 10 | 20% | 20.0 |
| Reclaimed Water (Dist. in ft.) | None | 0 | 10% | 0.0 | 0 | 15% | 0.0 |
| Wastewater (Dist. to 8" Sewer Line in ft.) | 50' | 8 | 5% | 4.0 | 8 | 15% | 12.0 |
| Pool Condition | Fair | 5 | 25% | 12.5 | 5 | 10% | 5.0 |
| Bathhouse Condition | Fair | 5 | 20% | 10.0 | 5 | 10% | 5.0 |
| Storage Conditions | Good | 7 | 10% | 7.0 | 7 | 5% | 3.5 |
| COATN Service Area (Wi-Fi) | No | 0 | 5% | 0.0 | 0 | 5% | 0.0 |
| Infrastructure Total (Out of 100) | | | 100% | 56 | | 100% | 61 |

| Big Stacy | Condition | Neighborhood Potential | | | Community/Regional Potential | | |
|--|--------------------|------------------------|-------------------|---------------|------------------------------|-------------------|---------------|
| | | Ranking | Importance Rating | Element Score | Ranking | Importance Rating | Element Score |
| Environmental | | | | | | | |
| Trees (Number) | | | | | | | |
| 2" to 19" in Diameter | 89 | 1 | 3% | 0.3 | 1 | 5% | 0.5 |
| 19" to 24" in Diameter | 12 | 4 | 3% | 1.2 | 4 | 5% | 2.0 |
| Over 24" in Diameter (Including Heritage) | 11 | 4 | 11% | 4.4 | 4 | 15% | 6.0 |
| Grow Zones | Within 250 | 10 | 13% | 13.0 | 0 | 10% | 0.0 |
| Aquifer Recharge | No | 10 | 13% | 13.0 | 10 | 13% | 13.0 |
| Pollinator Habitat | No | 10 | 6% | 6.0 | 10 | 5% | 5.4 |
| Wetlands | No | 10 | 13% | 13.0 | 10 | 10% | 10.0 |
| Rock Outcrop | No | 10 | 13% | 13.0 | 10 | 13% | 13.0 |
| Springs | Within 250 | 10 | 13% | 13.0 | 0 | 13% | 0.0 |
| Environmental Sensitivity | Medium Sensitivity | 5 | 6% | 3.0 | 5 | 5% | 2.7 |
| Soil Suitability | Somewhat Limited | 5 | 6% | 3.0 | 5 | 5% | 2.7 |
| Environmental Total (Out of 100) | | | 100% | 83 | | 100% | 55 |
| Regulatory | | | | | | | |
| Flood Zones | | | | | | | |
| 25-Year Floodplain | Within 250 | 10 | 20% | 20.0 | 0 | 20% | 0.0 |
| 100-Year Floodplain | Within 250 | 10 | 10% | 10.0 | 0 | 10% | 0.0 |
| 500-Year Floodplain | No | 10 | 5% | 5.0 | 10 | 5% | 5.0 |
| Zoning Designation | P-NP | 8 | 5% | 4.0 | 8 | 5% | 4.0 |
| Sub-Chapter E (Distance from Road in ft.) | 183 | 7 | 5% | 3.5 | 7 | 5% | 3.5 |
| Erosion Hazard Review Buffer | Within 250 | 10 | 9% | 9.0 | 0 | 10% | 0.0 |
| Resource Buffers | No | 10 | 20% | 20.0 | 10 | 20% | 20.0 |
| Watershed Regulation Areas | Urban | 10 | 10% | 10.0 | 10 | 10% | 10.0 |
| Water Quality Zones | 250 Critical | 10 | 3% | 3.0 | 0 | 5% | 0.0 |
| Endangered Species | No | 10 | 3% | 3.0 | 10 | 5% | 5.0 |
| Bathhouse | Yes | 10 | 5% | 5.0 | 10 | 2% | 2.5 |
| Restrooms (Distance from Pool in ft.) | At pool | 10 | 5% | 5.0 | 10 | 2% | 2.5 |
| Regulatory Total (Out of 100) | | | 100% | 98 | | 100% | 52 |
| Operations | | | | | | | |
| Maintenance Staff/Equipment Ease of Access | Good | 7 | 20% | 14.0 | 7 | 10% | 7.0 |
| Simplicity of Equipment | Fair | 5 | 20% | 10.0 | 5 | 10% | 5.0 |
| Equipment Condition/Replacement Cost | Poor | 2 | 30% | 6.0 | 2 | 15% | 3.0 |
| Lawn/Landscaped Area | Poor | 2 | 20% | 4.0 | 2 | 10% | 2.0 |
| Employee Safety Measures | Good | 7 | 10% | 7.0 | 7 | 10% | 7.0 |
| Operations Total (Out of 100) | | | 100% | 41 | | 55% | 24 |

| Deep Eddy | Condition | Neighborhood Potential | | | Community/Regional Potential | | |
|--|----------------|------------------------|-------------------|---------------|------------------------------|-------------------|---------------|
| | | Ranking | Importance Rating | Element Score | Ranking | Importance Rating | Element Score |
| Demographics | | | | | | | |
| 20-Minute Walk | | | | | | | |
| Children | 346 | 0 | 10% | 0.0 | 0 | 3% | 0.0 |
| Seniors | 253 | 0 | 5% | 0.0 | 0 | 2% | 0.0 |
| Total Population | 2,814 | 1 | 15% | 1.5 | 1 | 5% | 0.5 |
| Median Household Income | \$84,213 | 2 | 5% | 1.0 | 2 | 3% | 0.6 |
| Population Growth (5-Year) | 267 | 3 | 5% | 1.5 | 3 | 3% | 0.9 |
| Social Needs and Conditions Index | 41 | 1 | 15% | 1.5 | 1 | 10% | 1.0 |
| 10-Minute Drive | | | | | | | |
| Children | 13,088 | 3 | 3% | 0.9 | 3 | 10% | 3.0 |
| Seniors | 9,255 | 7 | 2% | 1.4 | 7 | 6% | 4.2 |
| Total Population | 93,485 | 6 | 6% | 3.6 | 6 | 15% | 9.0 |
| Median Household Income | \$64,725 | 1 | 3% | 0.3 | 1 | 5% | 0.5 |
| Population Growth (5-Year) | 8,938 | 4 | 3% | 1.2 | 4 | 8% | 3.2 |
| Capacity (based on surface area) | 1,222 | 10 | 8% | 8.0 | 10 | 10% | 10.0 |
| Attendance (5-Year Avg.) | 154,364 | 10 | 10% | 10.0 | 10 | 10% | 10.0 |
| Attendance/Capacity Ratio | 126.3 | 10 | 10% | 10.0 | 10 | 10% | 10.0 |
| Demographics Total (Out of 100) | | | 100% | 41 | | 100% | 53 |
| Site Conditions | | | | | | | |
| Entrance/Drive | Yes | 10 | 10% | 10.0 | 10 | 5% | 5.0 |
| Parking Spaces (Count) | 73 | 10 | 10% | 10.0 | 4 | 14% | 5.6 |
| Site Area (Acres) | 3.2 | 10 | 40% | 40.0 | 5 | 50% | 25.0 |
| Grade Constraints | Severe | | 0% | 0.0 | 0 | 14% | 0.0 |
| Health, Safety, Welfare Issues | 68% | 7 | 20% | 14.0 | 7 | 5% | 3.5 |
| Designated Historical Features (Count) | 10 | 0 | 10% | 0.0 | 0 | 6% | 0.0 |
| Historical Structure (Pool House or Pool) | Yes | 0 | 10% | 0.0 | 0 | 6% | 0.0 |
| Site Total (Out of 100) | | | 100% | 74 | | 100% | 39 |
| Location | | | | | | | |
| Heavily Trafficked Roadways (Traffic Counts) | 17,060 | 6 | 5% | 3.0 | 6 | 5% | 3.0 |
| Distance from Road | 509 | 0 | 5% | 0.0 | 0 | 5% | 0.0 |
| Railroads | None | 10 | 5% | 5.0 | 10 | 5% | 5.0 |
| Flight Zones (Noise Level - Decibels) | None | 10 | 5% | 5.0 | 10 | 5% | 5.0 |
| Competing Elements (Count) | | | | | | | |
| Other PARD Aquatic Facilities (20 Min. Walk) | 0 | 10 | 20% | 20.0 | 10 | 8% | 8.0 |
| Service Area Overlap (20 Min. Walk) | 75% | 2 | 20% | 4.0 | 2 | 8% | 1.6 |
| Private Aquatic Facilities (20 Min. Walk) | 0 | 10 | 7% | 7.0 | 10 | 3% | 3.0 |
| Programs By HOA/Private Orgs. (20 Min. Walk) | 0 | 10 | 3% | 3.0 | 10 | 2% | 2.0 |
| Symbiotic Elements (Count) | | | | | | | |
| Schools/Daycare Providers (5 Minute Walk) | 0 | 0 | 10% | 0.0 | 0 | 19% | 0.0 |
| Recreation Centers (5 Minute Walk) | 0 | 0 | 10% | 0.0 | 0 | 20% | 0.0 |
| Other Park Amenities (5 Minute Walk) | 19 | 9 | 10% | 9.0 | 9 | 20% | 18.0 |
| Location Total (Out of 100) | | | 100% | 56 | | 100% | 46 |
| Accessibility | | | | | | | |
| Adjacent Roadway Class | Minor Arterial | 10 | 5% | 5.0 | 8 | 5% | 4.0 |
| Transit Access | At pool | 10 | 15% | 15.0 | 10 | 15% | 15.0 |
| Pedestrian Connectivity | | | | | | | |
| Walkways/Trails | Some | 5 | 15% | 7.5 | 5 | 15% | 7.5 |
| Crosswalks | Some | 5 | 5% | 2.5 | 5 | 5% | 2.5 |
| Traffic Controls | None | 0 | 5% | 0.0 | 0 | 5% | 0.0 |
| Overall | Fair | 3 | 15% | 4.5 | 3 | 15% | 4.5 |
| Bicycle Connectivity | | | | | | | |
| Lanes | Some | 5 | 10% | 5.0 | 5 | 10% | 5.0 |
| Trails (Count) | 2 | 10 | 15% | 15.0 | 10 | 15% | 15.0 |
| Overall | Excellent | 10 | 15% | 15.0 | 10 | 15% | 15.0 |
| Accessibility Total (Out of 100) | | | 100% | 70 | | 100% | 69 |
| Infrastructure | | | | | | | |
| Electric Service Provider | Austin Energy | 10 | 10% | 10.0 | 10 | 10% | 10.0 |
| Electric Service (Phases) | 2 | 5 | 5% | 2.5 | 5 | 10% | 5.0 |
| Water (Dist. to 4" Line in ft.) | 0 | 10 | 10% | 10.0 | 10 | 20% | 20.0 |
| Reclaimed Water (Dist. in ft.) | None | 0 | 10% | 0.0 | 0 | 15% | 0.0 |
| Wastewater (Dist. to 8" Sewer Line in ft.) | 0' | 10 | 5% | 5.0 | 10 | 15% | 15.0 |
| Pool Condition | Poor | 2 | 25% | 5.0 | 2 | 10% | 2.0 |
| Bathhouse Condition | Fair | 5 | 20% | 10.0 | 5 | 10% | 5.0 |
| Storage Conditions | Good | 7 | 10% | 7.0 | 7 | 5% | 3.5 |
| COATN Service Area (Wi-Fi) | Yes | 10 | 5% | 5.0 | 10 | 5% | 5.0 |
| Infrastructure Total (Out of 100) | | | 100% | 55 | | 100% | 66 |

| Deep Eddy | Condition | Neighborhood Potential | | | Community/Regional Potential | | |
|--|-----------------------|------------------------|-------------------|---------------|------------------------------|-------------------|---------------|
| | | Ranking | Importance Rating | Element Score | Ranking | Importance Rating | Element Score |
| Environmental | | | | | | | |
| Trees (Number) | | | | | | | |
| 2" to 19" in Diameter | 0 | 10 | 3% | 3.0 | 10 | 5% | 5.0 |
| 19" to 24" in Diameter | 0 | 10 | 3% | 3.0 | 10 | 5% | 5.0 |
| Over 24" in Diameter (Including Heritage) | 2 | 9 | 11% | 9.9 | 9 | 15% | 13.5 |
| Grow Zones | No | 10 | 13% | 13.0 | 10 | 10% | 10.0 |
| Aquifer Recharge | Yes | 0 | 13% | 0.0 | 0 | 13% | 0.0 |
| Pollinator Habitat | No | 10 | 6% | 6.0 | 10 | 5% | 5.4 |
| Wetlands | No | 10 | 13% | 13.0 | 10 | 10% | 10.0 |
| Rock Outcrop | No | 10 | 13% | 13.0 | 10 | 13% | 13.0 |
| Springs | No | 10 | 13% | 13.0 | 10 | 13% | 13.0 |
| Environmental Sensitivity | Medium Sensitivity | 5 | 6% | 3.0 | 5 | 5% | 2.7 |
| Soil Suitability | Very Limited | 0 | 6% | 0.0 | 0 | 5% | 0.0 |
| Environmental Total (Out of 100) | | | 100% | 77 | | 100% | 78 |
| Regulatory | | | | | | | |
| Flood Zones | | | | | | | |
| 25-Year Floodplain | No | 10 | 20% | 20.0 | 10 | 20% | 20.0 |
| 100-Year Floodplain | Yes | 0 | 10% | 0.0 | 0 | 10% | 0.0 |
| 500-Year Floodplain | Yes | 0 | 5% | 0.0 | 0 | 5% | 0.0 |
| Zoning Designation | P-H-NP | 6 | 5% | 3.0 | 6 | 5% | 3.0 |
| Sub-Chapter E (Distance from Road in ft.) | 260 | 6 | 5% | 3.0 | 6 | 5% | 3.0 |
| Erosion Hazard Review Buffer | No | 10 | 9% | 9.0 | 10 | 10% | 10.0 |
| Resource Buffers | No | 10 | 20% | 20.0 | 10 | 20% | 20.0 |
| Watershed Regulation Areas | Water Supply Suburban | 5 | 10% | 5.0 | 5 | 10% | 5.0 |
| Water Quality Zones | No | 10 | 3% | 3.0 | 10 | 5% | 5.0 |
| Endangered Species | No | 10 | 3% | 3.0 | 10 | 5% | 5.0 |
| Bathhouse | Yes | 10 | 5% | 5.0 | 10 | 2% | 2.5 |
| Restrooms (Distance from Pool in ft.) | At pool | 10 | 5% | 5.0 | 10 | 2% | 2.5 |
| Regulatory Total (Out of 100) | | | 100% | 76 | | 100% | 76 |
| Operations | | | | | | | |
| Maintenance Staff/Equipment Ease of Access | Poor | 2 | 20% | 4.0 | 2 | 10% | 2.0 |
| Simplicity of Equipment | Poor | 2 | 20% | 4.0 | 2 | 10% | 2.0 |
| Equipment Condition/Replacement Cost | Poor | 2 | 30% | 6.0 | 2 | 15% | 3.0 |
| Lawn/Landscaped Area | Poor | 2 | 20% | 4.0 | 2 | 10% | 2.0 |
| Employee Safety Measures | Fair | 5 | 10% | 5.0 | 5 | 10% | 5.0 |
| Operations Total (Out of 100) | | | 100% | 23 | | 55% | 14 |



Council Question and Answer

| | | | |
|------------|----------|--------------|-----------------|
| Related To | Item #10 | Meeting Date | August 10, 2017 |
|------------|----------|--------------|-----------------|

Additional Answer Information

QUESTION: Please provide a copy of the original resolution and ensure the master plan meet the criteria outline. Did the Equity Office participate or advise with regards to equity across the system? Please break down PARD's revenue by "program". QUESTIONS FROM WORK SESSION

ANSWER:

1) Please provide a copy of the original resolution and ensure the master plan meet the criteria outline.

The resolution can be found [here](#).

The resolution called for specific items, underlined below with reference information as to how this request was addressed via the process:

1. Analysis of all existing Aquatic facilities including physical condition and historic significance - the Aquatic Assessment provides this information in detail, the Master Plan summarizes this information I Appendix A
2. A future needs assessment based upon population growth projections of size and geographic distribution – This is identified in the Master Plan, Chapter 8, which the Department has committed to revising to provide additional clarification
3. Inclusion of best practices for both operations and programming - Chapter 8 of Master Plan has programming, operations and maintenance, environmental sustainability and management best practices (pages 114, 118, 119)
4. Assessment of funding resources - Chapter 8- page 117 partnership opportunities, page 120, Revenue generation opportunities, page 122 Potential funding scenarios and fiscal expenditure priorities
5. Ensure that Austin's Neighborhood pools remain free and open to the public - The cost of this option is outlined in the master plan at a cost of \$136 million- the Department also provided additional options for consideration

2) Did the Equity Office participate or advise with regards to equity across the system?

The Equity Office was not created until late 2016. The master plan was well underway prior to the office being created. The Equity Office has not provided feedback regarding system equity.

However, PARD has standards and guidelines for community engagement. PARD's community engagement practices have been evaluated by the Equity Office. PARD's practices align with recommendations made by the Equity Office, and the Principles for Public Participation established by the City. In most cases, PARD's standard practices go beyond the minimum requirements.

Additionally, it was a goal of the public involvement plan of the Aquatic Master Plan to "ensure that traditionally underrepresented and hard-to-reach populations and groups have sufficient opportunity to engage in the Master Plan process." This goal is further expanded upon in the Public Involvement Plan found here.

3) Please break down PARD's revenue by "program".

Actual Revenue FY 2014 - FY 2017 YTD for Overall PARD Programs

| Activity | FY 2014 | FY 2015 | FY 2016 | FY 2017 | % of Total FY 2016 Revenue |
|--------------------------------|---------------------|---------------------|---------------------|--------------------|---|
| Aquatics | \$1,959,872 | \$2,108,629 | \$2,364,497 | \$2,036,750 | 20.9% |
| Athletics | \$980,936 | \$995,275 | \$1,113,717 | \$780,226 | 9.8% |
| Cemetery Operations | \$1,853,854 | \$1,759,575 | \$1,661,893 | \$1,243,186 | 14.7% |
| Departmental Support Services | \$7,946 | \$706 | \$370 | \$2,485 | 0.0% |
| Facility Services | \$27,355 | \$26,431 | \$26,111 | \$21,670 | 0.2% |
| Grounds Maintenance | \$2,282,293 | \$2,202,034 | \$2,385,209 | \$1,660,285 | 21.1% |
| Museums and Cultural Programs | \$979,413 | \$1,036,492 | \$1,062,025 | \$940,032 | 9.4% |
| Nature Based Centers | \$862,410 | \$859,212 | \$847,918 | \$751,687 | 7.5% |
| Park Planning & Development | \$6,463 | \$493 | \$0 | \$0 | 0.0% |
| Park Ranger Program | \$0 | \$0 | \$0 | \$100 | 0.0% |
| Recreation & Program Services | \$1,964,512 | \$1,787,042 | \$1,847,327 | \$1,559,354 | 16.3% |
| Recreation and Culture Charges | \$8,504 | \$13,090 | \$9,614 | \$8,342 | 0.1% |
| Grand Total | \$10,933,558 | \$10,788,979 | \$11,318,681 | \$9,004,117 | 100.0% |

Table showing Specific Revenue generated from Pools and Programs

| Sum of Actual Revenue | | | | YTD |
|------------------------------|--------------------|--------------------|--------------------|----------------------|
| | 2014 | 2015 | 2016 | 2017 |
| Barton Springs Pool | \$1,060,175 | \$1,303,484 | \$1,478,434 | \$1,343,570 |
| Deep Eddy Pool | \$311,215 | \$309,774 | \$373,933 | \$242,678 |
| Instructional Swim Program | \$180,166 | \$149,357 | \$165,451 | \$192,780 |
| Bartholomew Pool | \$141,991 | \$126,735 | \$116,092 | \$87,171 |
| Northwest Pool | \$86,433 | \$66,800 | \$72,580 | \$48,687 |
| Public Pools | \$85,401 | \$63,080 | \$54,229 | \$69,433 |
| Garrison Pool | \$44,775 | \$44,818 | \$41,956 | \$31,358 |
| Walnut Creek Pool | \$27,122 | \$25,094 | \$32,191 | \$21,071 |
| Mabel Davis Pool | \$22,706 | \$19,658 | \$20,264 | \$0 / due to Closure |
| Aquatics Maintenance | \$0 | \$0 | \$9,367 | \$0 |
| Aquatics Administration | (\$112) | (\$172) | \$0 | \$0 |
| Grand Total | \$1,959,872 | \$2,108,629 | \$2,364,497 | \$2,036,750 |

COUNCIL MEETING MINUTES

THURSDAY, APRIL 8, 2010

5. Authorize the negotiation and execution of an Interlocal Agreement with the ROUND ROCK INDEPENDENT SCHOOL DISTRICT, Round Rock, TX, for the operation and use of Canyon Vista Pool for a term ending on October 1, 2010 with ten one-year automatic extensions and ten one-year extension options.
The motion authorizing the negotiation and execution of an interlocal agreement with the Round Rock Independent School District was approved on consent on Mayor Pro Tem Martinez' motion, Council Member Cole's second on a 7-0 vote.
6. Approve a resolution authorizing the filing of eminent domain proceedings for the Wildhorse North Interceptor Extension of Highway 290 for permanent wastewater easements of 85,866; 35,355; and 5,135 square-feet, and temporary construction easements of 86,077; 32,723; and 318 square-feet, located in the James Manor Survey No. 40, Abstract No. 546 in Travis County, TX, in the amount of \$178,000. The owner of the needed property interests is LAS ENTRADAS DEVELOPMENT CORPORATION, A TEXAS CORPORATION. The property is located at 11616 E. US Hwy 290, in the extraterritorial jurisdiction of Manor, Travis County, TX. Funding is included in the Fiscal Year 2009-2010 Capital Budget of the Austin Water Utility.
Resolution No. 20100408-006 was approved on consent on Mayor Pro Tem Martinez' motion, Council Member Cole's second on a 7-0 vote.
7. Authorize the negotiation and execution of a 24-month extension for 937 square feet of office space for the Watershed Protection Department, located at 510 S. Congress Ave., Suite 211, from CONGRESS SQUARE I, a Texas Limited Partnership, in an amount not to exceed \$28,110. Funding in the amount of \$1,171.25 is available in the Fiscal Year 2009-2010 Operating Budget of the Watershed Protection Department. Funding for the remaining contract period is contingent upon available funding in future budgets.
The motion authorizing the negotiation and execution of an extension from Congress Square was approved on consent on Mayor Pro Tem Martinez' motion, Council Member Cole's second on a 7-0 vote.
8. Approve negotiation and execution of Amendment No. 4 to the contract with THE SALVATION ARMY to operate the Women and Children's Shelter to increase the contract amount for the January 1 through December 31, 2010, term in an amount not to exceed \$48,534, for a total contract amount not to exceed \$1,686,715. Funding is available in the Fiscal Year 2009-2010 Operating Budget of the Health and Human Services Department. The period of the contract is January 1, 2010 through December 31, 2010.
The motion authorizing the negotiation and execution of amendment number four to the contract with the Salvation Army was approved on consent on Mayor Pro Tem Martinez' motion, Council Member Cole's second on a 7-0 vote.
9. Approve a resolution confirming the appointment of Gary Cobb to the Firefighters' and Police Officers' Civil Service Commission for the unexpired term ending December 5, 2010.
Resolution No. 20100408-009 was approved on consent on Mayor Pro Tem Martinez' motion, Council Member Cole's second on a 7-0 vote.
10. Approve an ordinance accepting \$58,200 in grant funds from the State of Texas, Governor's Office, Criminal Justice Division; and amending the Fiscal Year 2009-2010 Police Department Operating Budget Special Revenue Fund of Ordinance No. 20090914-002 to appropriate \$58,200 to provide victims with transportation following criminal incidents and to provide Victim Services Counselors and Investigators with equipment upgrades. Funding is available from the State of Texas, Governor's Office, Criminal Justice Division for the grant period April 1, 2010 to March 31, 2011. A match is not required.
Ordinance No. 20100408-010 was approved on consent on Mayor Pro Tem Martinez' motion, Council Member Cole's second on a 7-0 vote.

Swimming Pool Interlocal Cooperation Agreement

Recitals

This Swimming Pool Interlocal Cooperation Agreement (the "**Agreement**") is between the **CITY OF AUSTIN, TEXAS** (the "**City**"), a Texas home-rule city and municipal corporation, and the **ROUND ROCK INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district (the "**Round Rock ISD**"). The City and Round Rock ISD are collectively referred to as the "**Parties**."

Whereas, the Parties entered into agreement on 12 January 1984 for a term ending on 12 January 2009 to jointly construct, maintain, use and operate a swimming pool located on Round Rock ISD property located at Round Rock ISD Canyon Vista Middle School and as defined below (the "**Pool Property**"); and

Whereas, the Parties desire to enter into this Agreement to maintain, use and operate a swimming pool facility on the Pool Property for the mutual benefit of the students of Round Rock ISD and the citizens of the City (the "**Project**"); and

Whereas, this Agreement is intended to replace the prior 12 January 1984 agreement; and

Whereas, the City and the Round Rock ISD authorize this Agreement; and

Whereas, the City approved the negotiation and execution of this Agreement on 8 April 2010, Item No. 5; and

Whereas, the Round Rock ISD approved the negotiation and execution of this Agreement on October 21, 2010; and

Whereas, the City and the Round Rock ISD desire to cooperate in the development of the Project; and

Whereas, the City and the Round Rock ISD desire to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code, Chapter 791 (the "**Interlocal Cooperation Act**"), including that this Agreement be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement; and

Whereas, the City and the Round Rock ISD do not intend to create a landlord-tenant relationship under this Agreement.

Now Therefore, the Parties hereto, in consideration of these promises and mutual obligations herein undertaken, do agree as follows:

Article 1 Definitions

"City" means the City of Austin, Texas, a Texas home-rule and municipal corporation.

"City Pool Annual Operating Period" means the period generally beginning on June 1 and ending on August 31 during each year of the Term when Round Rock ISD Canyon Vista Middle School students are not in regular session.

"City Project Manager" means Sara Hensley or any other person identified by the City Project Manager.

"Contractor" means the one or more contractors that the City selects and enters into agreement with to re-construct the Improvements.

"Improvements" means the improvements and facilities equipment (such as pool heater equipment, electrical wiring, and underground utility extensions and taps) the City caused its Contractor to make including the swimming pool, decks, fencing and access walkways on the Pool Property in order to create an operational swimming pool which generally consists of a seventy-five foot, one inch by forty-five foot cast in place concrete pool with surrounding concrete decks approximately twelve feet in width on each side, fifteen feet in width on the shallow portion of the pool and sixteen feet wide on the deep/diving end of the pool, six foot chain-link, or tubular steel, fencing around the perimeter of the pool and deck, and walks, steps and ramps with appropriate access to the Round Rock ISD Canyon Vista Middle School parking lot and restroom areas. The re-construction of the original Pool Facility using the Plans and Specifications for the re-construction of improvements to the Pool Property as well as all change orders were prepared and supervised by an engineer, architect or consultant Contractor.

"Material Pool Failure" means a material failure of the Improvements that the City reasonably determines requires a major repair be made to the Improvements in order to continue operation of the Pool Facility.

"Minor Repair Work" has the meaning as that term is defined in Section 8.05A of this Agreement.

"Operating Expenses" means all reasonable expenses that are incurred in connection with the ownership and operation, which are not otherwise allocated to a Party in this Agreement, such as cleaning and sanitizing, light bulb replacement, security and similar daily expenses of the Pool Facility. Operating Expenses do not include water, wastewater, natural gas, electricity, chemicals or the expenses necessary by either Party to conduct their business at the Pool Facility, such as phone system, paper, supplies, employee expenses, and other similar expenses. The Operating Expenses will be prorated between the Parties as set forth in this Agreement.

"Party" means either the City or Round Rock ISD; collective, **"Parties"** means both City and Round Rock ISD.

"Personalty" means all of the right, title, and interest of City in and to (i) furniture, furnishings, equipment, machinery, goods; and (ii) all other personal property of any kind or character as

defined in and subject to the provisions of the Commercial Code (Chapter 9 - Secured Transactions); any and all of which are now owned or hereafter acquired by City, and which are now or hereafter situated in, on, or about the Improvements.

"Plans and Specifications" means the plans and specifications used to re-construct the Improvements and by this reference incorporated in it.

"Pool Facility" means the Improvements located on the Pool Property and the Round Rock ISD Canyon Vista Middle School parking lot designated by Round Rock ISD for use by pool users and restroom areas located adjacent to the running track.

"Pool Operating Period" means the City Pool Annual Operating Period or the Round Rock ISD Pool Annual Operating Period.

"Pool Property" means a portion of the Round Rock ISD Canyon Vista Middle School property generally sketched on that area of land attached to this Agreement as **Exhibit A** and by this reference incorporated in it.

"Project" has the meaning as that term is defined in the recitals of this Agreement.

"Project managers" means the City Project Manager and the Round Rock ISD Project Manager.

"Round Rock ISD" means the Round Rock Independent School District, a Texas independent school district.

"Round Rock ISD Pool Annual Operating Period" means the two annual periods generally beginning (1) six weeks prior to the City Pool Annual Operating period, and (2) six weeks next following the City Pool Annual Operating Period.

"Round Rock ISD Project Manager" means Alan Albers or any other person identified by Round Rock ISD.

"Term" means the period described in Article 3 of the Agreement.

Article 2 Purpose, Terms, Rights and Duties. This Agreement is for the implementation of the Project that will serve the City and Round Rock ISD for educational and recreational swimming purposes.

Article 3 Agreement Term. The term of this Agreement shall commence on the Effective Date this Agreement described in Article 18 of this Agreement, entitled "Effective Date", and ends on the next following September 30th (the "**Initial Term**"); provided however, this Agreement is automatically extended for ten additional one-year periods following the Initial Term and at the end of the ten additional one-year terms will continue for ten additional one-year terms in the event the City at its sole option provides Round Rock ISD at least 90-days advance written notice of City's intent to extend the terms for each additional one-year term, and in no event will the term continue to be extended to a date later than 30 September 2031, unless

otherwise agreed to in writing by the Parties (the "Term"). Once the Term ends, the City has no authority to hold over or to remain on the Pool Property or operate the Pool Facility. Upon termination or expiration of the Agreement, the City must return the Pool Facility to Round Rock ISD in reasonable good order and condition as of the date the City first occupied the Pool Facility immediately after installation of the Improvements, minus reasonable use, ordinary wear and tear, and trade fixtures.

Article 4 Designation of Project Managers

Section 4.01 Correspondence to the City Project Manager should be addressed to the City notice address in Article 25. The City Project Manager shall represent the interests of the City in resolving any and all issues that may arise with respect to this Agreement.

Section 4.02 Correspondence to the Round Rock ISD Project Manager should be addressed to the Round Rock ISD notice address in Article 25. The Round Rock ISD Project Manager shall represent the interests of the Round Rock ISD in resolving any and all issues that may arise with respect to this Agreement.

Section 4.03 The Project managers are responsible for exercising general oversight and direction of the Project.

Section 4.04 Throughout the term of this Agreement, the Project managers must monitor Project activities.

Section 4.05 Should the identity of a Project manager change, the Party whose Project manager is changing must identify a qualified and competent replacement and promptly notify the other Party in writing of the change.

Article 5 Project Scope of Work. The City and Round Rock ISD must administer this Agreement under all applicable laws and requirements in the performance of this Agreement.

Article 6 City Duties and Options

Section 6.01 Prior to entering into this Agreement, the City secured, entered into agreement with and paid for its Contractor to install and construct the Improvements for the Pool Property. Round Rock ISD acknowledges that it received a copy of any agreement the City entered into with the Contractor and an accounting of all required payments to the Contractor. Round Rock ISD agrees that the work performed by the City on the Pool Property caused the Improvements to be completed in a good and workmanlike manner.

Section 6.02 The City will occupy the Pool Property during the City Pool Annual Operation Period and implement its operation in accordance with all applicable laws and requirements.

Section 6.03 City shall maintain all grassy areas and shrubbery placed upon the Pool Property at its sole expense during the Term.

Section 6.04 City will pay all Operating Expenses during the City Pool Annual Operation Period.

Section 6.05 During the Pool Operating Period City will maintain pool sanitation and addition of pool chemicals.

Section 6.06 In the event of a Material Pool Failure, City at its sole option may elect to make repairs to the Improvements.

Article 7 Round Rock ISD Duties.

Section 7.01 Round Rock ISD will occupy the Pool Property during the Round Rock ISD Pool Annual Operating Period and not use, occupy, or permit the use of the Pool Facility for any purpose that is forbidden by law, statute, ordinance, governmental or municipal regulation or order.

Section 7.02 Round Rock ISD will pay all Operating Expenses during the Round Rock ISD Pool Annual Operating Period.

Section 7.03 Round Rock ISD will provide security and maintain the fencing for the Pool Facility at all times. The security to be provided will be similar to the security Round Rock ISD provides to its other buildings and facilities. The Party operating the Pool Facility during its Annual Operating Period shall have the responsibility daily for securing and opening the Pool Facility and for locking doors and gates and securing Personalty used when the Pool Facility is closed for use.

Article 8 Terms of Pool Usage. Round Rock ISD will use the Pool Facility annually during the Round Rock ISD Pool Annual Operating Period and make the Pool Facility available for use by the City during the City Pool Annual Operating Period. The uses will be in accordance with the following terms:

Section 8.01 Monthly Rent: \$0 cost for either Party.

Section 8.02 Security Deposit. No security deposit shall be required of either Party.

Section 8.03 Parking: Round Rock ISD will provide the City non-reserved automobile parking spaces on the Round Rock ISD Canyon Vista Middle School property at a location designated by Round Rock ISD adjacent to the Pool Property on a first-come, first-served basis.

Section 8.04 City Use of the Pool Property and Other Areas

A. City may use and occupy the Pool Facility during the City Pool Annual Operating Period for the purposes authorized by this Agreement, and for no other purpose, without the prior written consent of Round Rock ISD.

B. Any removable Personalty owned by City shall remain the property of City.

C. All Improvements, including any permanent alterations, physical additions, improvements, and fixtures that are difficult to remove or cannot be removed without materially damaging the Pool Property, whether made by City or made by Round Rock ISD on behalf of City, shall become the property of Round Rock ISD upon installation and shall be surrendered to Round Rock ISD upon the termination of this Agreement, normal wear and tear excepted.

D. City shall not use, occupy, or permit the use or occupancy of the Pool Facility for any purpose that is: (a) forbidden by law, statute, ordinance, governmental or municipal regulation or order, (b) dangerous to life, limb, or property, (c) a commission of waste; or (d) a public or private nuisance.

Section 8.05 Condition of Pool Property; Damages; Repairs

A. City and Round Rock ISD Minor Damage and Repair Duties. City during the City Pool Annual Operating Period and Round Rock ISD during the Round Rock ISD Pool Annual Operating Period shall keep the Pool Property in reasonably good operating condition, including light bulb replacement, making minor repairs for damages which occur and which may not be attributable to the primary use of either party, such as fire, vandalism, user, and weather-related occurrences; provided, however, damages resulting from normal wear and tear are excepted (the "**Minor Repair Work**"). Minor Repair Work made by either Party shall be completed in a reasonably good, workmanlike, and timely manner. Each Party shall be responsible for all expenses associated with its employees or contractors to perform any duties required by the Party.

B. City Other Repair Work Duties; Maintenance and Chemicals. In addition to City's obligation for its Minor Repair Work, the City shall be responsible for maintenance and other repair to keep the Improvements in a good and safe operating condition (not including the obligation of Round Rock ISD for its Minor Repair Work) of the Pool Facility, including repair of such items as pool cracks, painting and resurfacing decks and the pool, maintenance of safety equipment such as towers, water rescue equipment, signs and providing all pool chemicals used for the Pool Facility throughout the Term.

C. Alternate Restroom Facilities. In the event City's use of the Round Rock ISD Canyon Vista Middle School restroom facilities under this lease results in damages and consequential loss of use of the school to the degree that Round Rock ISD reasonably determines that further use of the school facilities under this Agreement would not be in the public interest, the Parties agree that Round Rock ISD may terminate use of the such restroom facilities under this Agreement. In this event, the Parties agree to provide reasonable alternate restroom facilities for pool use, with costs to be shared equally by the Parties.

D. City Notice. City must promptly notify Round Rock ISD of any damage to the Pool Facility caused by the negligence or willful misconduct of the City or its employees.

E. Round Rock ISD Minor Repair Work. City shall give Round Rock ISD notice in writing of the need for Minor Repair Work. The Round Rock ISD's point of contact and method to contact for repairs is:

Round Rock Independent School District
Project Manager
Attn: Alan Albers
1311 Round Rock Avenue
Austin, Texas 78664
Phone: 512 / 464-5451

F. City Minor Repair Work. Round Rock ISD shall give City notice in writing of the need for Minor Repair Work. The city's point of contact and method to contact for repairs is:

City of Austin
Parks and Recreation Department
Project Manager
Attn: Sara Hensley
P.O. Box 1088
Austin, Texas 78767-1088
Phone: 512 / 974-6700

G. Utility Service. Round Rock ISD will provide all water, wastewater, and natural gas to the Pool Facility throughout the Term. City will provide electricity to the Pool Facility throughout the Term. If any utility service is interrupted, upon oral or written notice to the other party, The party responsible for supplying the Utility Service shall use due diligence to restore such within a reasonable period.

H. Noninterference. All work performed by City shall be diligently performed and conducted so as to minimize any interference with Round Rock ISD's normal business operations.

I. Quiet Possession. Subject to the terms of Section 8.06B, Round Rock ISD agrees that City shall peaceably and quietly hold, possess, and enjoy the Pool Facility during each City Pool Annual Operating Period during the Term.

Section 8.06 Operation and Security

A. Keys and Access Devices. City shall furnish to Round Rock ISD Project Manager, free of charge, keys and other access devices as may be required for Round Rock ISD to access the Pool Facility.

B. Use of Pool Facility and Conflicts. It is recognized by the Parties that the Pool Facility shall be shared. The parties agree to resolve potential scheduling conflicts in the following manner:

(1) The Round Rock ISD Project Manager and City Project Manager shall meet, or otherwise communicate at a mutually satisfactory time and place each year during the Term, prior to the use of the pool for that fiscal year, for the purpose of coordinating the scheduling of their respective recreational events. During each such meeting, City Project Manager shall designate the hours and dates that the Pool Facility

shall be operated. Any conflicts between the two schedules shall be mutually resolved during the annual meeting. The schedule as agreed upon by the parties during such meeting shall be reduced to writing by City and Round Rock ISD shall be provided with a copy. Changes or amendments to the schedule may only be made by consent of both Round Rock ISD Project Manager and City Project Manager, in writing.

(2) In the event the parties do not otherwise agree on a specific schedule the following schedule shall be in effect:

(A) City shall have primary use of the facility every day during the City Pool Annual Operating Period, but only when the school is not in regular session.

(B) Round Rock ISD shall have primary use of the facility during the Round Rock ISD Pool Annual Operating Period.

(3) Round Rock ISD Project Manager and City Project Manager shall also meet or otherwise communicate on an as-needed basis for the purpose of identifying any repairs or maintenance which should be performed.

(4) The Parties agree that a certified lifeguard shall be on duty at all times during the use of the Pool Facility by either Round Rock ISD or City.

(5) The Parties agree that all doors, gates, and windows of the Pool facility shall be locked at all times the Pool Facility is not being used by a Party.

C. Restroom Facilities. Pursuant to Section 8.05C of this Agreement, the restrooms located next to the Canyon Vista Middle School track shall be made available for use by City and its users during City's periods of primary use of the swimming facility. Round Rock ISD agrees to maintain such restroom facilities.

Article 9 Audit. Both Parties agree that the auditor or the other Party may have access to, and the right to audit, examine, or reproduce, any and all records of the other Party for this Project, including records related to the Contractor's performance, upon advance notice and during normal business hours. In no event will a Party have the right to inspect records or facilities of Contractor or its subcontractors which are deemed confidential or proprietary. Audits shall be at the expense of the Party performing the audit.

Article 10 Independent Contractor. This Agreement will not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the Parties. Both Parties are independent contractors. Both Parties agree and understand that this Agreement does not grant to employees of one Party any rights or privileges established for employees of the other Party.

Article 11 Compliance with Round Rock ISD Policies. To the extent Round Rock ISD provides the City with a copy of any Round Rock ISD Policies, the City of Austin must make sure its personnel and any of its invitees comply with such Round Rock ISD policies.

Article 12 No Liability for Other Party. The Parties agrees that neither Party shall have liability whatsoever for the actions and/or omissions of the other Party's employees and invitees, regardless of where the individual's actions and/or omissions occurred. City shall be exclusively responsible for any claim occurring during the City Pool Annual Operating Period and Round Rock ISD shall be exclusively responsible for any claim occurring during the Round Rock ISD Pool Annual Operating Period. To the extent allowed by Texas law, the Parties agrees that each Party is responsible to the exclusion of any such responsibility of the other Party for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this Agreement; nor shall any provision hereof be deemed a waiver of any defenses available by law. Nothing in this Agreement shall constitute a waiver of governmental or any other type of immunity from liability by either Party.

Article 13 Casualty. Round Rock ISD shall not be responsible for any losses or damages to the City's or its invitees' equipment or property or for loss of service as a result of fire, theft, vandalism, lightning, loss of HVAC power, loss of accessibility, power line surges, ground faults, excessive voltage or the shutdown of the Pool Property for necessary repairs or normal maintenance work.

Article 14 Default. A Party will be in default ("Default") under this Agreement if the Party: (a) fails to fully, timely and faithfully perform any of its material obligations under this Agreement, and following notice of default as provided in Section 16.01 of this Agreement, entitled "Termination for Cause," fails timely to cure the alleged default as provided in Section 16.01 of this Agreement, entitled "Termination for Cause"; or (b) fails to provide adequate assurance of performance under Article 15 of this Agreement, entitled "Right to Assurance."

Article 15 Right to Assurance. Whenever one Party in good faith has reason to question the other Party's intent to perform, demand may be made to the other Party for written assurance of the intent to perform. In the event that no assurance is given within ten (10) working days after demand is received, the demanding Party may treat this failure as an anticipatory repudiation of this Agreement.

Article 16 Termination and Other Remedies.

Section 16.01 Termination for Cause. In the event of a material Default by a Party, the other Party shall have the right to terminate this Agreement for cause, by written notice delivered to the Party alleged to be in default via certified mail. The termination will be effective sixty (60) calendar days following the date of deposit of the notice, unless a longer time period is otherwise specified. During the period prior to the effective date of the termination, the Party alleged to be in default may cure the event of Default or provide evidence sufficient to prove to the other Party's reasonable satisfaction that such Default does not exist or will be cured in a time satisfactory to the Party alleging the default. Each Party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

Section 16.02 City Termination for Material Pool Failure. In the event of a Material Pool Failure, city shall have the right to terminate this Agreement for cause, by written notice delivered to Round Rock ISD via certified mail. The termination will be effective ten (10) calendar days following the date of deposit of the notice, unless a longer time period is otherwise specified or Round Rock ISD notifies City prior to the termination date that it elects to evaluate making repairs to the Improvements. In the event Round Rock ISD elects to evaluate making repairs, Round Rock ISD shall have an additional forty-five (45) calendar days to evaluate whether to make repairs and if Round Rock ISD notifies City in writing that it will make repairs to the Improvements the Agreement shall continue, otherwise, the Agreement shall terminate upon the end of the forty-five (45) day period.

Section 16.03 Specific Performance. Upon breach or default in the performance of any covenant, condition or agreement contained in this Agreement by either Party, and if such breach or default is not corrected within thirty (30) calendar days after the Party in breach or default has received written notice of breach or default from the other Party, the other party shall have the right to specific performance.

Article 17 Survival of Obligations. All provisions of this Agreement that impose continuing obligations on the Parties will survive the expiration or termination of this Agreement.

Article 18 Effective Date. This Agreement will commence and be effective on 1 June 2010.

Article 19 Current Revenues. This Agreement is authorized by the Interlocal Cooperation Act. Each Party's monetary obligations for the performance of governmental functions or services under this Agreement are payable only and solely from that Party's appropriated and available current revenues.

Article 20 No Assignment. A Party may not assign or transfer its interests under this Agreement without the prior written consent of the other Party.

Article 21 Entirety of the Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties. Provided any amendment, change or extension does not increase the Agreement amount in excess of the then current administrative authority of the City Manager and the form of amendment is approved by the City Law Department, the City Manager or the City Manager's designee is authorized to execute any amendment to this Agreement on behalf of the City without further authorization by the City Council.

Article 22 Performance. The obligations arising under this Agreement shall be performed in Travis County, Texas.

Article 23 Jurisdiction and Venue. The Parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement will be in Austin, Travis County, Texas.

Article 24 Severability. If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Article 25 Notices. Any notice, request, or other communication required or appropriate to be given under this Agreement must be in writing and will be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, addressed to the person designated for receipt of notice, postage prepaid and Return Receipt Requested. Notices delivered by any other means (fax, e-mail, courier) shall be deemed delivered upon receipt of a successful fax, e-mail, or courier confirmation report by the addressee; provided, that the notice is specifically directed to the attention of the person designated for receipt of notice; and provided, further, that any fax or e-mail notice shall be promptly followed by mailing or delivery by courier of a copy of the notice statement in hard-copy form, directed to the person designated for receipt of notice. Routine communication may be made by first class mail, facsimile, or other commercially accepted means. Notices to the City and Round Rock ISD shall be addressed as follows:

If to the Round Rock ISD:

Round Rock Independent School District
1311 Round Rock Avenue
Attn: Superintendent of Schools
Round Rock, Texas 78664

With a copy to: William H. Bingham
McGinnis, Lochridge and Kilgore, LLP
600 Congress Avenue, Suite 2100
Austin, Texas 78701

If to the City:

City of Austin
Parks and Recreation Department
Attn: Director
P.O. Box 1088
Austin, Texas 78767-1088

With a copy to: City of Austin
Law Department
Attn: James M. Williams, Sr.
P.O. Box 1088
Austin, Texas 78767-1088

Article 26 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Parties, nor to create any legal rights or claims on behalf of any third party. Neither Party waives, modifies, or alters to

any extent whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas.

Article 27 Execution of this Agreement. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Article 28 Force Majeure. Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a Party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in the performance of this Agreement due to Force Majeure, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

FINAL NOTICES

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

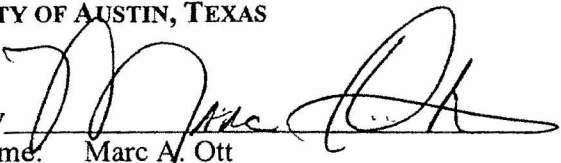
This Agreement is executed in duplicate originals.

ROUND ROCK ISD

By Jesus H. Chavez
Name: JESUS H. CHAVEZ
Title: SUPERINTENDENT

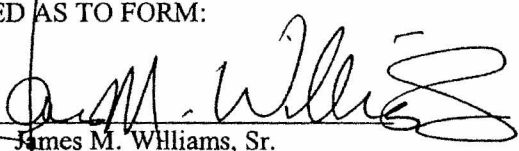
Date Jun 13 2011

CITY OF AUSTIN, TEXAS

By 
Name: Marc A. Ott
Title: City Manager

Date 12/9 2010

APPROVED AS TO FORM:

By 
Name: James M. Williams, Sr.
Title: Assistant City Attorney
Texas State Bar No. 21549500

Exhibits:

Exhibit A - Pool Property

EXHIBIT A

Pool Property Description

Pool Area as described in the attached Attachment 1, which is incorporated herein for all purposes.



30 25 40 10° N 97° 47' 07" 20° W

Restrooms

©2010 Google
Data SIO, NOAA, U.S. Navy, NGA, GEBCO

Parking Lot

Pool

Fence

Canyon Vista School

Nov 25, 2009

Google
Eye alt 1300 ft

Round Rock Independent
School District
to
City of Austin
(Access Easement)

FIELD NOTES

Parcel "A" - 12,262 Square Feet
(0.281 Acre)

FIELD NOTES FOR A PARCEL OF LAND CONTAINING 12,262 SQUARE FEET (0.281 ACRE) BEING A PART OF THAT CERTAIN 35.00 ACRE TRACT SITUATED IN THE JOHN M. SWISHER SURVEY NO. 32, TRAVIS COUNTY, TEXAS, CONVEYED TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT OF RECORD IN VOLUME 7780, PAGE 183 OF THE TRAVIS COUNTY DEED RECORDS, SAID 12,262 SQUARE FEET (0.281 ACRE) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the south line of the James O. Irvine Survey No. 22, same being the northwest corner of the James D. Goode Survey No. 30 and northeast corner of the John M. Swisher Survey No. 32;

THENCE, North 61° 06' 18" West 932.72 feet to a point in the west right-of-way line of Spicewood Springs Road;

THENCE, continuing along the westerly right-of-way line of said Spicewood Springs Road the following;

South 41° 17' 00" West, 312.89 feet to a point for corner;

South 67° 33' 00" West, 153.70 feet to a 1/2 inch iron rod found;

South 51° 00' 00" West, 220.42 feet to a point for corner;

THENCE, departing said westerly right-of-way line North 84° 00' 00" West, 28.28 feet to a point for corner;

THENCE, North 39° 00' 00" West, 35.93 feet to the beginning of a curve to the left;

THENCE, 82.47 feet along the arc of said curve to the left having a radius of 105.00 feet, a central angle of 45° 00' 00" and a chord bearing and distance of North 61° 30' 00" West, 80.36 feet to the point of tangency;

THENCE, North 84° 00' 00" West, 103.44 feet to the beginning of a curve to the left;

THENCE, 90.32 feet along the arc of said curve to the left having a radius of 115.00 feet, a central angle of 45° 00' 00", and a chord bearing and distance of South 73° 30' 00" West, 88.02 feet to the point of tangency;

THENCE, South 51° 00' 00" West 37.02 feet to a point for corner;

THENCE, North 38° 59' 48" West, 73.77 feet to a point for corner;

THENCE, South 51° 00' 12" West, 121.28 feet to a point for corner;

THENCE, North 68° 59' 48" West 23.09 feet to the POINT OF BEGINNING;

EXHIBIT "A"
Page 1 of 9

THENCE, South 68° 59' 48" East, 111.90 feet to a point on non-tangent curve to the left;

THENCE, 15.82 feet along the arc of said curve to the left, having a radius of 365.00 feet, a central angle of 02° 29' 00", and a chord bearing and distance of South 42° 14' 30" West, 15.82 feet to the beginning of a compound curve to the left;


THENCE, 39.29 feet along the arc of said compound curve to the left having a radius of 857.09 feet, a central angle of 02° 37' 36", and a chord bearing and distance of South 39° 41' 12" West, 39.29 feet to a point for corner;

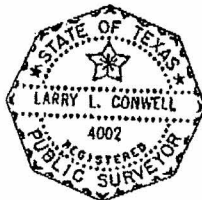
THENCE, North 68° 59' 48" West, 123.59 feet to a point for corner;

THENCE, North 38° 59' 48" West, 102.75 feet to a point for corner;

THENCE, North 51° 00' 12" East, 60.00 feet to a point for corner;

THENCE, South 38° 59' 48" East, 102.75 feet the POINT OF BEGINNING containing a computed area of 12,262 square feet (0.281 acre) of land.


Larry L. Conwell
Registered Public Surveyor
Texas Registration No. 4002



Turner Collie & Braden Inc.
Austin, Texas
Job No. 41-07358-001
November, 1983

EXHIBIT "A"
Page 7 of 9

Round Rock Independent
School District
to
City of Austin
(Access Easement)

FIELD NOTES

Parcel "B" - 3,632 Square Feet
(0.083 Acre)

FIELD NOTES FOR A PARCEL OF LAND CONTAINING 3,632 SQUARE FEET (0.083 ACRE) BEING A PART OF THAT CERTAIN 35.00 ACRE TRACT SITUATED IN THE JOHN M. SWISHER SURVEY NO. 32, TRAVIS COUNTY, TEXAS, CONVEYED TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT OF RECORD IN VOLUME 7780, PAGE 183 OF THE TRAVIS COUNTY DEED RECORDS, SAID 3,632 SQUARE FEET (0.083 ACRE) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the south line of the James O. Irvine Survey No. 22, same being the northwest corner of the James D. Goode Survey No. 30 and northeast corner of the John M. Swisher Survey No. 32;

THENCE, North 61° 06' 18" West 932.72 feet to a point in the west right-of-way line of Spicewood Springs Road;

THENCE, continuing along the westerly right-of-way line of said Spicewood Springs Road the following;

South 41° 17' 00" West, 312.89 feet to a point for corner;

South 67° 33' 00" West, 153.70 feet to a 1/2 inch iron rod found;

South 51° 00' 00" West, 220.42 feet to a point for corner;

THENCE, departing said westerly right-of-way line North 84° 00' 00" West, 28.28 feet to a point for corner;

THENCE, North 39° 00' 00" West, 35.93 feet to the beginning of a curve to the left;

THENCE, 82.47 feet along the arc of said curve to the left having a radius of 105.00 feet, a central angle 45° 00' 00", and a chord bearing and distance of North 61° 30' 00" West, 80.36 feet to the point of tangency;

THENCE, North 84° 00' 00" West, 103.44 feet to the beginning of a curve to the left;

THENCE, 90.32 feet along the arc of said curve to the left having a radius of 115.00 feet, a central angle of 45° 00' 00", and a chord bearing and distance of South 73° 30' 00" West, 88.02 feet to the point of tangency;


THENCE, South 51° 00' 00" West, 37.02 feet to the POINT OF BEGINNING.

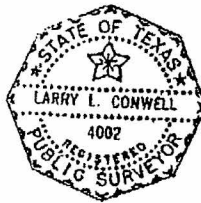
THENCE, South 51° 00' 00" West, 29.13 feet to the beginning of a curve to the left;

THENCE, 3.89 feet along the arc of said curve to the left, having a radius of 375.00 feet, a central angle of 00° 36' 38", and a chord bearing and distance of South 50° 41' 42" West, 3.87 feet to a point for corner;

EXHIBIT "A"
Page 3 of 9

THENCE, North 38° 59' 48" West, 57.23 feet to a point for corner;
THENCE, South 36° 00' 12" West, 70.58 feet to a point for corner;
THENCE, North 68° 59' 48" West, 16.56 feet to a point for corner;
THENCE, North 36° 00' 12" East 79.15 feet to a point for corner;
THENCE, North 51° 00' 12" East, 33.00 feet to a point for corner;
THENCE, South 38° 59' 48" East 73.77 feet to the POINT OF BEGINNING
containing a computed area of 3,632 square feet (0.083 acre) of land.


Larry L. Conwell
Registered Public Surveyor
Texas Registration No. 4002



Turner Collie & Braden Inc.
Austin, Texas
Job No. 41-07358-001
November, 1983

EXHIBIT "A"
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Round Rock Independent
School District
to
City of Austin
(Access Easement)

FIELD NOTES

Parcel "C" - 224 Square Feet
(0.005 Acre)

FIELD NOTES FOR A PARCEL OF LAND CONTAINING 224 SQUARE FEET (0.005 ACRE) BEING A PART OF THAT CERTAIN 35.00 ACRE TRACT SITUATED IN THE JOHN M. SWISHER SURVEY NO. 32, TRAVIS COUNTY, TEXAS, CONVEYED TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT OF RECORD IN VOLUME 7780, PAGE 183 OF THE TRAVIS COUNTY DEED RECORDS, SAID 224 SQUARE FEET (0.005 ACRE) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the south line of the James O. Irvine Survey No. 22, same being the northwest corner of the James O. Goode Survey No. 30 and northeast corner of the John M. Swisher Survey No. 32;

THENCE, North 61° 06' 18" West 932.72 feet to a point in the west right-of-way line of Spicewood Springs Road;

THENCE, continuing along the westerly right-of-way line of said Spicewood Springs Road the following;

South 41° 17' 00" West, 312.89 feet to a point for corner;

South 67° 33' 00" West, 153.70 feet to a 1/2 inch iron rod found;

South 51° 00' 00" West, 220.42 feet to a point for corner;

THENCE departing said westerly right-of-way line North 84° 00' 00" West, 28.28 feet to a point for corner;

THENCE, North 39° 00' 00" West, 35.93 feet to the beginning of a curve to the left;

THENCE, 82.47 feet along the arc of said curve to the left having a radius of 105.00 feet, a central angle of 45° 00' 00", and a chord bearing and distance of North 61° 30' 00" West, 80.36 feet to the point of tangency;

THENCE, North 84° 00' 00" West, 103.44 feet to the beginning of a curve to the left;

THENCE, 90.32 feet along the arc of said curve to the left having a radius of 115.00 feet, a central angle of 45° 00' 00", and a chord bearing and distance of South 73° 30' 00" West, 88.02 feet to the point of tangency;

THENCE, South 61° 00' 00" West, 37.02 feet to a point for corner;

THENCE, North 38° 59' 48" West, 155.52 feet to the POINT OF BEGINNING;

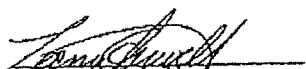
THENCE, continuing North 38° 59' 48" West, 8.00 feet to a point for corner;

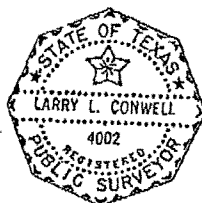
EXHIBIT "A"
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THENCE, North 51° 00' 12" East, at 22.00 feet pass the corner of the entrance to an existing school building continuing for a total distance of 28.00 feet to an interior corner of said building;

THENCE, South 38° 59' 48" East, 8.00 feet along the wall of said building to the easterly interior corner;

THENCE, South 51° 59' 48" West, at 6.00 feet pass the corner of said entrance to said existing school building continuing for a total distance of 28.00 feet to the POINT OF BEGINNING containing a computed area of 224 square feet (0.005 acre) of land.


Larry L. Conwell
Registered Public Surveyor
Texas Registration No. 4002



Turner Collie & Braden Inc.
Austin, Texas
Job No. 41-07358-001
November, 1983

EXHIBIT "A"
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Round Rock Independent
School District
to
City of Austin
(Access Easement)

FIELD NOTES

Parcel "D" - 37,902 Square Feet
(0.870 Acre)

FIELD NOTES FOR A PARCEL OF LAND CONTAINING 37,902 SQUARE FEET (0.870 ACRE) BEING A PART OF THAT CERTAIN 35.00 ACRE TRACT SITUATED IN THE JOHN M. SWISHER SURVEY NO. 32, TRAVIS COUNTY, TEXAS, CONVEYED TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT OF RECORD IN VOLUME 7780, PAGE 183 OF THE TRAVIS COUNTY DEED RECORDS, SAID 37,902 SQUARE FEET (0.870 ACRE) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the south line of the James O. Irvine Survey No. 22, same being the northwest corner of the James D. Goode Survey No. 30 and northeast corner of the John M. Swisher Survey No. 32;

THENCE, North 61° 06' 18" West 932.72 feet to a point in the west right-of-way line of Spicewood Springs Road;

THENCE, continuing along the westerly right-of-way line of said Spicewood Springs Road the following;

South 41° 17' 00" West, 312.89 feet to a point for corner;

South 67° 33' 00" West, 153.70 feet to a 1/2 inch iron rod found;

South 51° 00' 00" West, 220.42 feet to the POINT OF BEGINNING;

South 51° 00' 00" West, 80.00 feet to a point for corner;

THENCE, departing said westerly right-of-way line North 06° 00' 00" East, 28.28 feet to a point for corner;

THENCE, North 39° 00' 00" West, 35.93 feet to the beginning of a curve to the left;

THENCE, 51.05 feet along the arc of said curve to the left having a radius of 65.00 feet, a central angle of 45° 00' 00" and a chord bearing and distance of North 61° 30' West, 49.75 feet to the point of tangency;

THENCE, North 84° 00' 00" West, 103.44 feet to the beginning of a curve to the left;

THENCE, 58.90 feet along the arc of said curve to the left, having a radius of 75.00 feet, a central angle of 45° 00' 00", and a chord bearing and distance of South 73° 30' West, 57.40 feet to the point of tangency;

THENCE, South 51° 00' 00" West, 66.15 feet to the beginning of a curve to the left;

THENCE, 56.72 feet along the arc of said curve to the left, having a radius of 325.00 feet, a central angle of 10° 00' 00", and a chord bearing and distance of South 46° 00' 00" West, 56.65 feet to the beginning of a compound curve to the left;

EXHIBIT "A"
Page 7 of 9

THENCE, 228.17 feet along the arc of said compound curve to the left, having a radius of 817.09 feet, a central angle of 16° 00' 00", and a chord bearing and distance of South 33° 00' 00" West, 227.43 feet to the beginning of another compound curve to the left;

THENCE, 108.90 feet along the arc of said compound curve to the left, having a radius of 65.00 feet, a central angle of 95° 48' 55", and a chord bearing and distance of South 22° 54' 28" West, 96.47 feet to the point of tangency;

THENCE, South 70° 48' 55" East, 104.57 feet to a point for corner;

THENCE, North 64° 11' 05" East, 28.28 feet to a point for corner in westerly right-of-way line of said Spicewood Springs Road;

THENCE, South 19° 11' 05" West, 80.00 feet along said westerly right-of-way line of Spicewood Springs Road to a point for corner;

THENCE, departing said westerly right-of-way line North 25° 48' 55" West, 28.28 feet to a point for corner;

THENCE, North 70° 48' 55" West, 104.57 feet to the beginning of a curve to the right;

THENCE, 175.59 feet along the arc of said curve to the right and having a radius of 105.00 feet, a central angle of 95° 48' 55", and a chord bearing and distance of North 22° 54' 28" West, 155.83 feet to the beginning of a compound curve to the right;

THENCE, 239.34 feet, along the arc of said curve to the right, having a radius of 857.09 feet, a central angle of 16° 00' 00", and a chord bearing and distance of North 33° 00' 00" East 238.57 feet to the beginning of another compound curve to the right;

THENCE, 63.70 feet along the arc of said compound curve to the right, having a radius of 365.00 feet, a central angle of 10° 00' 00", and a chord bearing and distance of North 46° 00' 00" East 63.62 feet to the point of tangency;

THENCE, North 51° 00' 00" East, 66.15 feet to the beginning of a curve to the right;


THENCE, 90.32 feet along the arc of said curve to the right, having a radius of 115.00 feet, a central angle of 45° 00' 00", and a chord bearing and distance of North 73° 30' 00" East, 88.02 feet to the point of tangency;

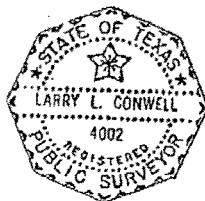
THENCE, South 84° 00' 00" East, 103.44 feet to the beginning of a curve to the right;

THENCE, 82.47 feet along the arc of said curve to the right having a radius of 105.00 feet, a central angle of 45° 00' 00", and a chord bearing and distance of South 61° 30' 00" East 80.36 feet to the point of tangency;

THENCE, South 39° 00' 00" East, 35.93 feet to a point for corner;

THENCE, South 84° 00' 00" East, 28.28 feet to the POINT OF BEGINNING containing a computed area of land 37,902 square feet (0.870 acre).


Larry L. Conwell
Registered Public Surveyor
Texas Registration No. 4002



Turner Collie & Braden Inc.
Austin, Texas
Job No. 41-07358-001
November, 1983

EXHIBIT "A"
Page 8 of 9

ROUND ROCK INDEPENDENT
SCHOOL DISTRICT
to
City of Austin
(Pool-Long Term
Lease Site)

FIELD NOTES

Parcel "E" - 16,189 Square Feet
(0.372 Acre)

FIELD NOTES FOR A PARCEL OF LAND CONTAINING 16,189 SQUARE FEET (0.372 ACRE) BEING A PART OF THAT CERTAIN 35.00 ACRE TRACT SITUATED IN THE JOHN M. SWISHER SURVEY NO. 32, TRAVIS COUNTY, TEXAS, CONVEYED TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT OF RECORD IN VOLUME 7780, PAGE 183 OF THE TRAVIS COUNTY DEED RECORDS, SAID 16,189 SQUARE FEET (0.372 ACRE) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the south line of the James O. Irvine Survey No. 22, same being the northwest corner of the James D. Goode Survey No. 30 and northeast corner of the John M. Swisher Survey No. 32;

THENCE, North 61° 06' 18" West 932.72 feet to a point in the west right-of-way line of Spicewood Springs Road;

THENCE, continuing along the westerly right-of-way line of said Spicewood Springs Road the following;

South 41° 17' 00" West, 312.89 feet to a point for corner;

South 67° 33' 00" West, 153.70 feet to a 1/2 inch iron rod found;

South 51° 00' 00" West, 220.42 feet to a point for corner;

THENCE, departing said westerly right-of-way line North 84° 00' 00" West, 28.28 feet to a point for corner;

THENCE, North 39° 00' 00" West, 35.93 feet to the beginning of a curve to the left;

THENCE, 82.47 feet along the arc of said curve to the left having a radius of 105.00 feet, a central angle of 45° 00' 00", and a chord bearing and distance of North 61° 30' 00" West, 80.36 feet to a point of tangency;

THENCE, North 84° 00' 00" West, 103.44 feet to the beginning of a curve to the left;

THENCE, 90.32 feet along the arc of said curve to the left having a radius of 115.00 feet, a central angle of 45° 00' 00", and a chord bearing and distance of South 73° 30' 00" West, 88.02 feet to the point of tangency;

THENCE, South 51° 00' 00" West, 37.02 feet to a point for corner;

THENCE, North 38° 59' 48" West, 73.77 feet to a POINT OF BEGINNING;

THENCE, South 51° 00' 12" West, 121.28 feet to a point for corner;

THENCE, North 68° 59' 48" West, 23.09 feet to a point for corner;

THENCE, North 38° 59' 48" West, 102.75 feet to a point for corner;

THENCE, North 51° 00' 12" East, 132.83 feet to a point for corner;

THENCE, South 38° 59' 48" East, 122.75 feet to the POINT OF BEGINNING containing a computed area of 16,189 square feet (0.372 acre) of land.


Larry L. Conwell
Registered Public Surveyor
Texas Registration No. 4002

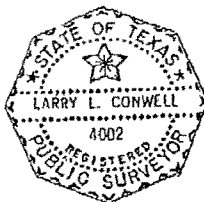
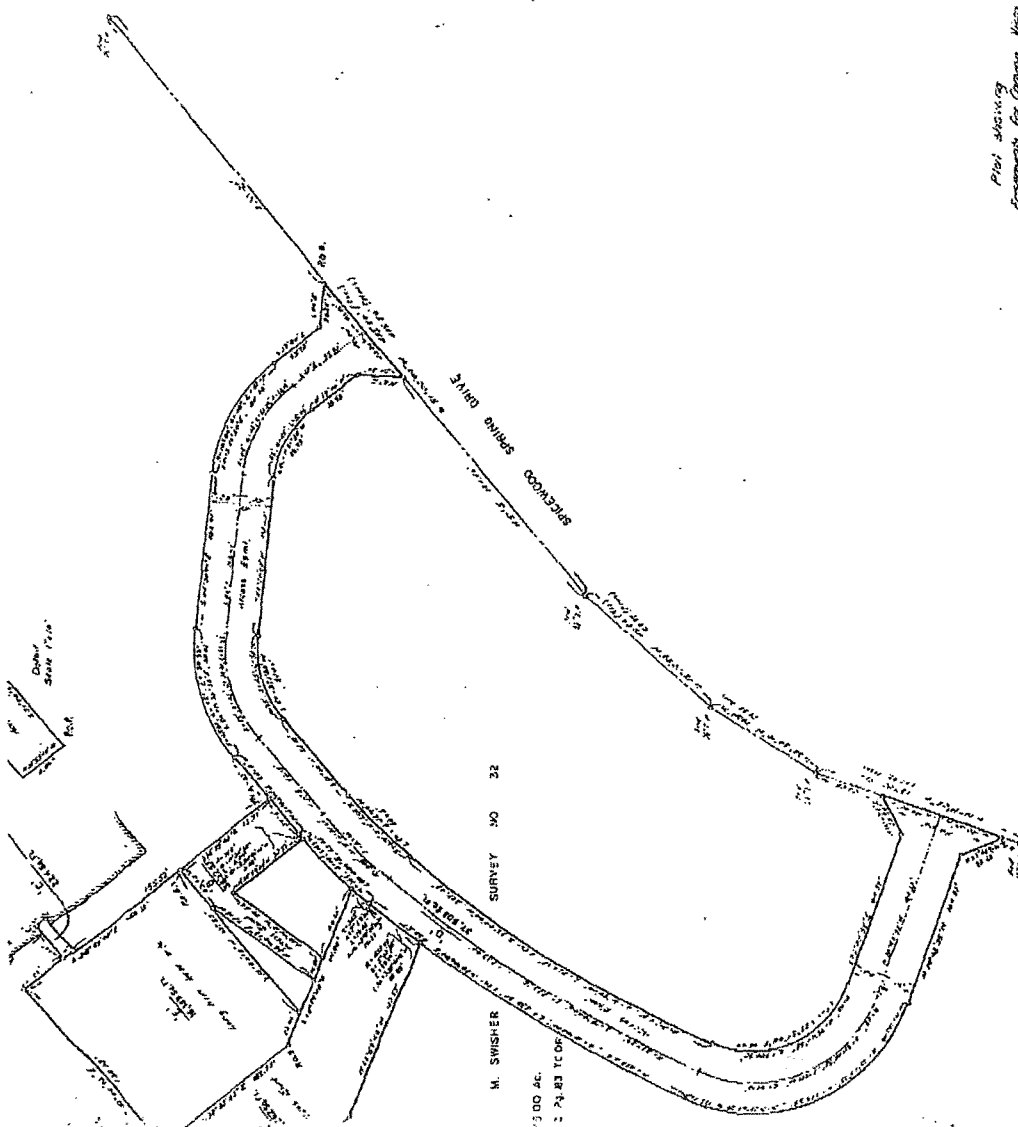


EXHIBIT "A"
Page 9 of 9

Turner Collie & Braden Inc.
Austin, Texas
Job No. 41-07358-001



Plan showing
Easements for Canyon Vista
Community Pool
City of Austin, Texas

512 464 5465 P.18





City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

April 24, 2015

Delivered by Email to Brody McKinley:
brody@safeguardaquatics.com
and by Certified Mail with Return Receipt
Requested

Safeguard Aquatics
Brody McKinley
14525 Robert I. Walker Blvd
Austin, Texas 78728

Subject: Termination Without Cause, Contract NA140000012 for Management, Maintenance, and Operation of Springwoods Pool

Dear Mr. McKinley:

This letter is to inform you that the City of Austin (City) is hereby terminating Contract NA120000012 without cause under the provisions of Section 4.5, entitled Termination Without Cause. Termination of this contract will be effective 30 days from the date of this letter.

In order to close out this contract, please adhere to the actions and timeline described below:

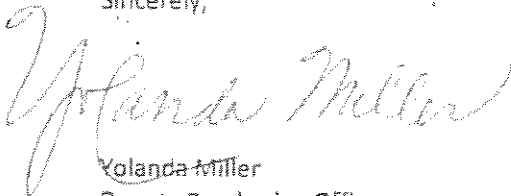
| Actions Required | Due Date |
|--|---|
| 1. All lifeguards who would like to be employed by the City, shall be tested in CPR, lifeguard skills, and interviewed. If they meet all City of Austin requirements, pass tests and advance through interviews they may be offered a position. | Wednesday April 29 |
| 2. Safeguard Aquatics shall provide a list of memberships, contact information, membership duration, and fees paid. | Monday April 27 |
| 3. Safeguard Aquatics shall participate in an operations and transition meeting with the City. At minimum, Safeguard Aquatics personnel who are responsible for management, maintenance and operations shall be present. | Sunday May 10, 2015 |
| 4. Safeguard Aquatics last day to operate Springwoods pool, collect pool fees, and operate Concessions during its normal business hours. | Sunday May 10, 2015 |
| 5. Safeguard Aquatics and the City's Contract Manager shall conduct a final walk-through of the facility. Safeguard Aquatics shall turn in facility keys, and all other City property at this time. Safeguard Aquatics shall remove their property at this time. | Sunday May 10, 2015 End of pool business day |
| 6. Safeguard Aquatics shall submit a final Financial Report as contractually detailed in Solicitation No. RFP TVN0032 VIII. A | 30 days from the date of this letter |

| | |
|--|--------------------------------------|
| 7. Safeguard Aquatics shall submit an Independent Audit as contractually detailed in Solicitation No. RFP TVN0032 IX.H | 30 days from the date of this letter |
| 8. Formal contract close out and contract terminated. | 30 days from the date of this letter |

Safeguard Aquatics shall submit a letter within 5 days of receipt of this letter agreeing to the terms of this notice. After the City has reviewed and verified that all required actions have been satisfactorily completed, a Contract Close Out Agreement will be sent to you. Nothing in this letter shall be deemed to be an admission that Safeguard Aquatics is due any money under the contract. The City reserves all rights and remedies provided administratively, by law, or under the contract. It is not the intention of the City to waive any of its rights, including but not limited to the right to recover, by set-off or otherwise, all costs, expenses and damages incurred by the City.

All submittals will be sent to Jill Shah at jill.shah@austintexas.gov. If you have any questions, please contact Jill Shah at (512) 974-2930.

Sincerely,



Yolanda Miller
Deputy Purchasing Officer

I, Brody McKinley, understand and affirm these due dates as Safeguard Aquatics responsibility.


Brody McKinley, President Safeguard Aquatics

cc: Cheryl Bolin, Parks and Recreation Department
Pat Rossett, Parks and Recreation Department
Mark MacDougal, Parks and Recreation Department
Jill Shah, Purchasing Office
Terry Nicholson, Purchasing Office



Council Question and Answer

| | | | |
|------------|----------|--------------|-----------------|
| Related To | Item #11 | Meeting Date | August 10, 2017 |
|------------|----------|--------------|-----------------|

Additional Answer Information

QUESTION: What led to the situation in which “ the vendor was not properly notified of the contract ending”? Please share the program goals and the documented outcomes against those goals for this contracted work. Was this work funded through a grant? If so, will this grant be available for reapplication and will the department pursue it? Alternately, is this program included for funding in the proposed budget? If so, what are outcome goals for the new proposed funding? COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

1) *What led to the situation in which “the vendor was not properly notified of the contract ending”?*

During the contract development process, the HIV Resources Administration Unit contract managers were implementing a new contract development procedure using the Social Services Community Impact Online Data Management system. During the transition, the contract manager did not notify the vendor the contract was ending. The staff person allowed the vendor to continue providing services. In order to confirm receipt of services, Austin Outreach submitted performance reports as well as relevant documentation to the department which was reviewed by staff.

2) *Please share the program goals and the documented outcomes against those goals for this contracted work.*

The City entered into this agreement with Austin Outreach and Community Center Inc., to reduce the disproportionate impact of HIV/AIDS on the African American population in the Austin area through community based services – risk reduction education, increased access to testing, and increased referrals to medical and social services.

PROGRAM PERFORMANCE MEASURES

Social Service Contracts – City of Austin

OUTPUT MEASURES Boots-on-the-Ground

| | | |
|--|--------------------------------------|--------------|
| <u>OUTPUT # 1</u> | <u>City of Austin</u> Annual Goal | <u>YTD</u> |
| Number of Unduplicated Clients served | 1,000 | 1,399 |
| <u>OUTPUT # 2</u> | <u>City of Austin</u> Annual Goal | <u>YTD</u> |
| Number of small group educational presentations conducted | 11 | 32 |
| <u>OUTPUT # 3</u> | <u>City of Austin</u> Annual Goal | <u>YTD</u> |
| Number of HIV Testing referrals provided | 800 | 1,339 |
| <u>OUTPUT # 4</u> | <u>City of Austin</u> Annual Goal | <u>YTD</u> |
| Number of Individuals Tested | 61 | 61 |

OUTCOME (RESULTS) MEASURES

| | | |
|---|----------------------------------|-------------|
| Total Program Performance – OUTCOME # 1 | Total Program Annual Goal | YTD |
| Number of individuals who complete an educational program that improves their knowledge (numerator) | 100 | 134 |
| Total Number of individuals participating in the educational program (denominator) | 200 | 153 |
| Percent of individuals who complete an educational program and demonstrate improved knowledge (outcome rate) | 50% | 114% |

3) Was this work funded through a grant? If so, will this grant be available for reapplication and will the department pursue it?

No.

4) Alternately, is this program included for funding in the proposed budget? If so, what are outcome goals for the new proposed funding?

No.



Council Question and Answer

Related To

Item #28

Meeting Date

August 10, 2017

Additional Answer Information

Questions/Answers

1) From a financial perspective, how much more does it cost to move from our current goal of 55% renewable to 65%? How much additional would it cost to move from a 65% renewable goal to a goal of 75% renewable? For each increment, what can we expect to be the impact on rate payers? What additional risks may be involved with each increment? (Council Member Alter)

As a result of estimating costs over a 20 year period, rate impacts for any given action in any year may vary greatly. As a practical matter, increasing the goal means acquiring large renewable projects in later years. This means that the rate impacts of those actions occur 5 or more years out. A further consideration is that these estimates only compare the differences in AE's portfolio. Even though the estimated change in AE's portfolio might appear small, the gap between AE and the rest of the Texas electric market could be greater thereby risking AE's competitive position and affordability goal.

The incremental cost of achieving our current resource plan which includes 55% renewable energy by 2025 is \$236 million in Net Present Value. The NPV of moving to 65% and adopting the other recommendations of the working group is \$278 million with an estimated range of rate increases from x-y%. The NPV of moving to 75% is \$315 million with a need to raise rates in the x-y% range, which may challenge the affordability cap approved by Council.

The table below shows the estimated costs and rate increases of each scenario:

| Scenario Description | Delta (w.r.t. Current Generation Mix) NPV | 2027 Renewable % of Load | Expected Rate Increase (varies over 10 years) |
|--|---|--------------------------|---|
| Current Generation Mix | \$0 | 37% | 4% |
| Council Goals | \$236M | 55% | 4% to 11% |
| EUC RPWG Recommendations | \$278M | 65% | 4% to 13.5% |
| EUC RPWG Recommendations & 75% renewable | \$315M | 75% | 4% to 15.5% |

The risks and impacts associated with any given action will be addressed at the time an item is presented for a decision. Some of the larger risks that the utility is aware of at this time include:

- Costs and wholesale market risk associated with ceasing operations at thermal power plants;
- Continued decline in the costs of renewable energy over time. For example, solar costs have continued to decline, so long term contracts locked in at higher historical rates are not as favorable;
- Increased balance sheet debt while experiencing a reduced asset base, which could challenge debt service coverage ratios and bond ratings evaluations;
- Changes to market design and rules that could impact the performance of resources/contracts. For example, proposed changes to design are currently being considered by ERCOT and the PUCT;
- Technology changes, notably, energy storage could fundamentally change the industry/market;
- Import/trade rule changes that could impact solar panel prices;
- Tax structures and incentives for renewable projects; and
- Carbon legislation/regulation.

2) Would we be able to meet our needs for reliable energy during peak loads with a 75% renewable goal? (Council Member Alter)

Yes, none of the scenarios impact the reliability of electric service to Austin. They reflect the financial impacts of variations to AE's energy supply portfolio. Overall grid reliability is managed by the Electric Reliability Council of Texas (ERCOT). This allows AE and other entities to vary their energy portfolios based on their own goals and objectives which they are financially responsible for. ERCOT will however require substantial transmission upgrades in order to facilitate the retirement of the Decker Plant. This will likely require extensive infrastructure improvements in the transmission system at Decker and other areas around Austin. Austin Energy is actively planning the scope of these projects which will take several years to complete and cost in excess of \$100 million, mostly recovered through Austin Energy's transmission cost of service.

3) The working group recommended a 65% renewable energy commitment with a goal to study the possibility of a 75% and 80% goal for 2027. If we followed that recommendation, what would such a study entail and how would AE operationalize that recommendation? How would that approach fit with the plan to revise the plan only every 5 years? (Council Member Alter)

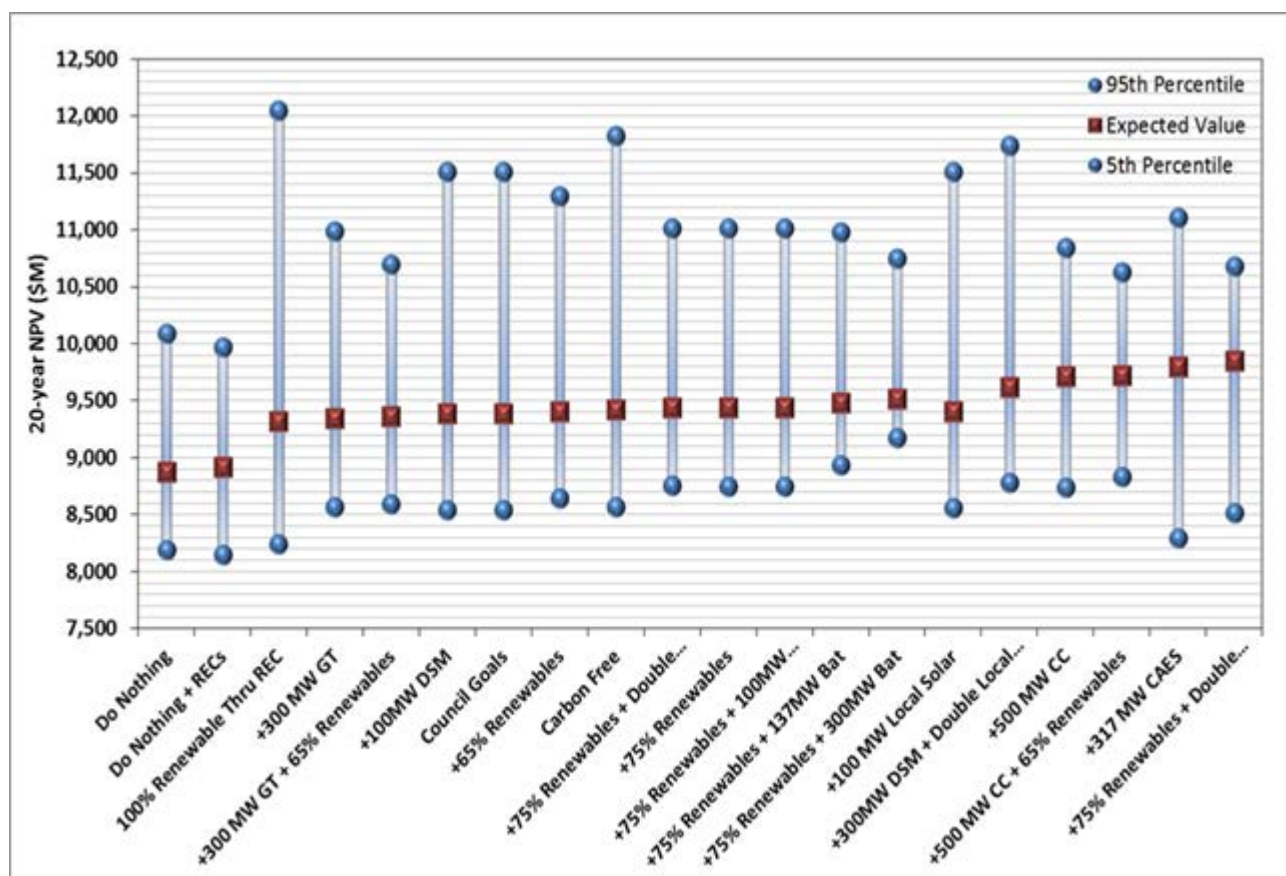
Austin Energy's plan is to provide updates to the plan's scenarios and progress to-date on a two-year cycle. A more in-depth analysis which would include a stakeholder process, new scenarios and rate impact estimates would be performed in concert with our planned cost-of-service (rate) reviews every 5 years. The next full resource plan review would begin in the Fall of 2019 and finish in 2020. Individual elements of the plan, such as procuring a new solar contract, will be brought to Council for approval with an analysis of its impact. This provides Council on-going flexibility in implementing or adjusting the plan to current conditions.

4) How do the costs of implementing more renewables play out over time? From the discussion on Monday, we got the impression that if we go out 5 years there might be big increases in costs after 5 years. (Council Member Alter)

The goal of achieving 55% renewable energy and then 65% by 2027 will require a steady procurement or buildout of renewable resources over the next 10 years. Most of these costs associated with achieving 65% renewable will occur outside the next five year window. Ultimately, the total cost of additional renewables will be determined by the contract (or investment) cost and actual future market prices at that time. It is widely known that the cost of renewables has declined over time. This means that earlier commitments at higher price levels preclude AE from buying at potentially lower prevailing costs in the future while others are able to, which risks AE's competitiveness benchmark. Austin Energy will continue to monitor the market and prices of renewable energy, and will time the acquisitions to optimize costs to customers while making steady progress to the targets.

5) In the chart of 20 year NPV vs. Cost at Risk, please explain how we should interpret the dots representing current Council Goals, the working group's recommendation (65% renewable), vs. a 75% renewable option (working group with 75%). We are particularly interested in understanding what the risk axis represents as there seems to be quite a bit of variation. (Council Member Alter)

Cost at Risk reflects the variability and probability around assumed inputs and outcomes. This means that the charts are sharing the possible range of costs for a given scenario. Some scenarios inherently have more variability, which is why they have a wider range to them. The risk is calculated using a monte carlo simulation methodology where inputs, such as future gas prices or load growth, are varied according to historical patterns. The model then produces approximately 2,000 variations of the scenario which creates a range of probable costs. In that range, the model calculates a statistical mean (i.e., average) cost of the inputs which is used as the Expected Cost for that scenario. The Expected Cost is represented by the red dot on the chart below. The high and low ranges of probable costs for the scenario are calculated using confidence intervals, represented by the blue dots in the chart below. On the low side, the model predicts a value in which there is only a 5% chance that the actual cost will be lower than that value. On the high side of the range, the model predicts a value in which there is 95% chance that the actual cost will be lower than that value. As an example, in the Council Goals scenario, we predict a 5% chance that the actual cost of achieving these goals will be less than \$8.5 billion on a 20-year Net Present Value basis. We expect the actual cost to be approximately \$9.4 billion, and we predict a 95% chance that the actual cost will be less than \$11.5 billion.



6) What are other peer cities' goals with respect to renewable energy? (Council Member Alter)

| Municipality | Population* | Goal | Goal Year |
|--------------|-------------|------|-----------|
|--------------|-------------|------|-----------|

| | | | |
|-------------------------------------|-----------|---------------------------------------|------|
| City of Austin (Austin Energy) | 931,820 | 55% | 2025 |
| City of San Antonio (CPS Energy) | 1,469,845 | 1500 MWs Renewable Capacity (~20%) | 2020 |
| City of Denton (DME) | 131,044 | 70% | 2019 |
| City of Georgetown (GUS) | 63,716 | 100% | 2017 |

*2015 census estimates

We are not aware of any comparably sized cities that, to date, receive 100% of their power from renewable energy. Austin is unique in that the City owns its electric utility that can then source renewable projects through ownership or Power Purchase Agreements. In Texas, similarly situated cities that own their own utility and have a population greater than 150,000 have far less ambitious goals than Austin. Some cities in California have made declarations to achieve 100% renewable energy within the 2035 timeframe mostly through financial methods such as community choice aggregation or offsets. Some states have made renewable goals with examples below:

What are other peer cities goals with regard to renewable energy?



- State of California (Los Angeles, San Diego, San Francisco, San Jose)
 - California Senate recently approved Senate Bill 584 mandating utilities to reach:
 - 50% renewable by 2026
 - 60% renewable by 2030
 - 100% renewable by 2045
- State of New York (NYC)
 - 50% Renewable by 2030
 - 40% Reduction in GHG from 1990 levels
- Chicago
 - 100% Renewable for public buildings by 2025
- Texas
 - Houston – 50% Renewable for municipal buildings
 - Dallas – 100% Renewable for municipal buildings
 - San Antonio (CPS) – 1500 MWs of Renewable capacity by 2020
 - El Paso - 20% of City energy supply and 10% of community supply from renewables by 2020

AUGUST 10, 2017 | 2

7) *It has been said that other cities have reached a 100% renewable goal. Please provide some examples and share the breakdown of their renewable portfolio broadly (i.e. do their methods differ from ours in substantive ways? If so, how?) (Council Member Alter)*

Three small cities (Aspen, CO, Burlington, VT and Georgetown, TX) have claimed achieving 100% renewable. These cities are often supplied by older legacy contracts by larger Generation and Transmission entities. These legacy contracts are typically more expensive than the market and more expensive than an equivalent renewable contract. By replacing these older contracts, they achieve lower costs at 100% renewable energy.

8) *What does the resource plan draft include in terms of energy storage investments / R&D opportunities? (Council Member Alter)*

The recommendations from the Working Group includes increasing thermal storage (district cooling) from 20 MW to 30 MW and achieving battery storage of 10 MW on our grid. Austin Energy is currently developing 3 MW of battery storage in a research project with the Department of Energy.

9) *How does the resource plan draft incorporate energy efficiency efforts? (Council Member Alter)*

The resource plan draft recommends that Austin Energy increase its energy efficiency and demand response goal from 900 MW by 2025 to 1,000 MW by 2027 and study the possibility of reaching 1,100 MW. The plan also calls for firm budget goals for these programs. Specifically, the plan calls for Austin Energy to budget a minimum of 2.5% of gross revenues for Demand Side Management programs. Relative to sales, the plan calls for the utility to commit to achieving 1% energy savings (as compared to energy sales) on an annual basis. The plan calls for committing at least 15% of this overall budget to current and future programs for low-income and hard to reach markets (i.e. multifamily, etc.) In order to model these changes, energy efficiency is reflected as a reduction in the load assumptions to the plan. The costs of achieving these efficiency savings is then included in that scenario.

10) What is the rationale behind not increasing our local solar goals? (Council Member Alter)

Although the Working Group did not recommend increasing the local solar goal on a MW capacity basis, they did include solar program funding of \$5M per year through 2027, an increase of approximately \$24M to budget over the next 10 years. This funding will maintain budget certainty for the solar community without challenging the affordability goal.

The local goal is very ambitious and in its early stages. The Working Group decided to maintain existing goals, and revisit them during the next resource planning effort when we are closer to the current goal years and have a better sense of future market conditions and adoption rates, as well as the costs to achieve higher goals.

The 2014 Resource Plan approved by Council set a goal of achieving 200 MW local solar by the year 2020 with at least 100 MW customer-sited. The plan also has an interim local solar goal of 110 MW by 2020, with at least 70 MW of which is customer-sited. Since 2004, 48 MW of customer-sited solar has been installed at almost 6300 customer locations, with cumulative incentives totaling \$68M. Another 30 MW of solar is installed at the Webberville site and 2.5 MW is under development as a Community Solar offering. A 2017 report by consulting firm GDS noted that Austin Energy is a leader in promoting solar market development. In addition to the incentives and industry-leading value of solar tariff offered by Austin Energy, solar adoption has been influenced by reductions in installed costs and significant federal investment tax credits. The latter are scheduled to decline, beginning in 2020, and sunset altogether for residential installations in 2022. Installed costs are starting to plateau, and forecasts by market analysts show the residential market contracting in 2017 after years of growth. These trends are expected to negatively affect solar adoption as such, the Working Group decided wait to have a better sense of future market conditions and adoption rates, as well as the costs to achieve higher goals.

11) Why were no goals for the support of EV's incorporated into the draft plan? (Council Member Alter)

Austin Energy has an industry leading electric vehicle (EV) program focused on installing electric charging stations as well as research centered on using EVs as Demand Response resources. Specific goals for the adoption of EVs by customers are not included because Austin Energy has little influence over consumer choices for buying vehicles. Austin Energy is committed to enabling EV adoption through accessible charging infrastructure and advantageous rate design.

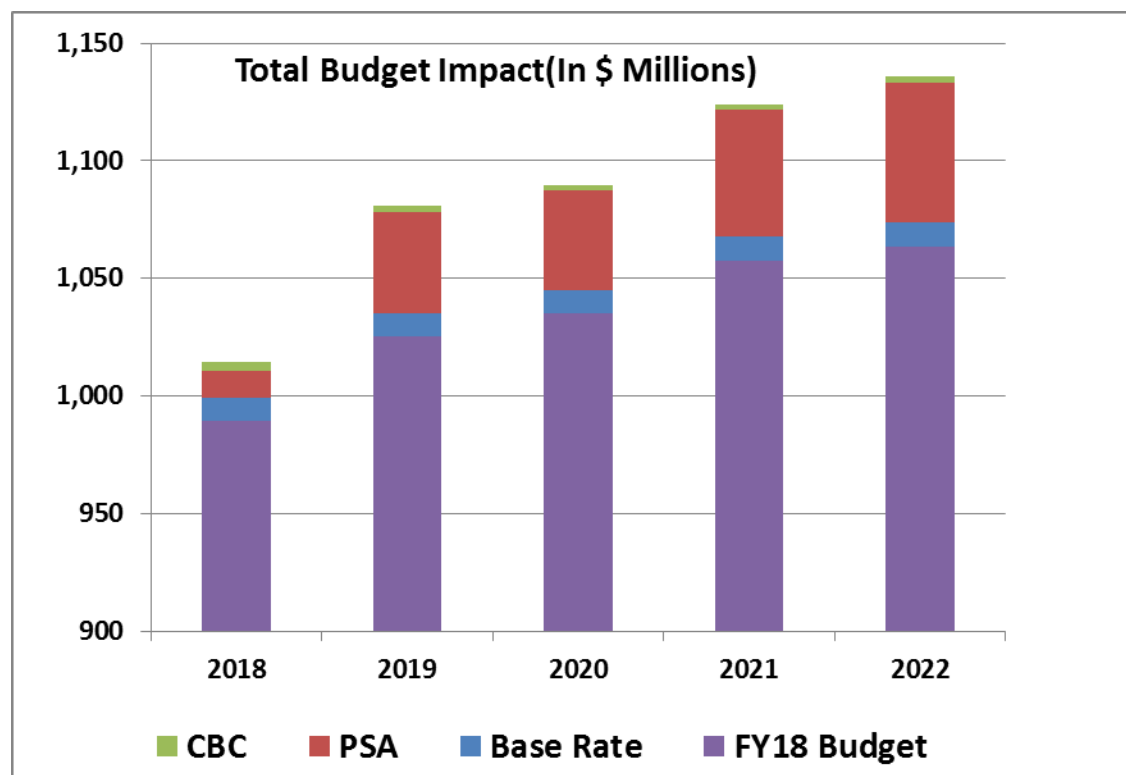
12) Did the Resource Planning Working Group take a final vote on the complete package of recommendations? If so, what was the outcome? (Council Member Alter)

A final vote was called for but we cannot verify votes were actually tallied. However, all the recommendations were individually voted on and each one was approved by a nearly unanimous vote. The Electric Utility Commission and Resource Management Commission both approved the Working Group recommendations to council.

13) If we update the plan only every 5 years, what would the process be if there were "significant changes in technology or market conditions to warrant more frequent updates"? (Council Member Alter)

Austin Energy is committed to updating the assumptions and scenario analysis performed in the previous resource plan every two years. Austin Energy continually monitors technology and market developments, so any changes would be reflected in this two year report to Commissions and Council. During the full resource plan update, which can be called for at any time if there are significant changes in technology/market conditions, Austin Energy will be open to modeling new scenarios.

14) Please revise the cost impact slide to provide graphics that capture the \$350 million underneath so we can get a snapshot of the implications within the larger context and not just the incremental costs above what we already expect. (Council Member Alter)



15) What is the year-to-date (YTD) energy profile for the City of Austin, both in generation and in demand? What percentage of renewables (solar, wind, etc.) and other (natural gas, coal, nuclear) does the City have for both generation and demand? Where will the City be if it decides to approve an additional 200 MW of wind being considered on June 22, 2017? (Council Member Troxclair)

The table below shows the generation mix as a percentage of load (demand):

| | Renewables | Coal | Natural Gas | Nuclear |
|-----------------------|------------|------|-------------|---------|
| CY2016 | 30% | 25% | 16% | 26% |
| 2017YTD (May 31st) | 45% | 33% | 9% | 26% |

Based on current projections, Austin Energy's renewable generation will be about 48.5% in 2020 with the new 200MW wind PPA in operation.

16) In the slide attached, Austin Energy provided a number of different scenarios in terms of cost and risk. How are both cost and risk calculated? What factors are considered in those calculations? Can you provide a rate and bill impact for the

scenarios listed on that graph? (Council Member Troxclair)

The first part of the question regarding the calculation of cost and risk is answered in the response to question 5. We are not able to provide rate impacts to all of the scenarios in the time allotted but the table in question 1 partially answers this question.

17) The incremental cost of moving from the 2014 55% renewable goal to 65% renewables is \$17M, whereas the incremental cost of moving from 65% renewable to 75% renewable is \$37M. Why does the 55%-65% increment in renewables cost \$17M, whereas the 65%-75% increment costs \$37M—i.e. both represent a 10% increase in renewables, but the second increment costs twice as much? (Council Member Pool)

Two main factors affect the calculation: the timing of the renewable resource additions and the expiration of investment tax credits (ITC). The expiration of the ITC results in higher costs to procure the later dated renewable resource additions and contributes to the higher cost estimate for the higher renewable goal. In addition, as renewable power supplies increase in scale over time in the Texas market it dampens market prices. As a result, additional and later renewable resources earn lower revenues for their production which translates to a higher cost for the AE portfolio.

18) We would like to ask Austin Energy to itemize the component costs that make up the \$17M and \$37M cost estimates. (Council Member Pool)

The itemized cost components are the additional solar and wind assets that would be contracted through PPAs or built by Austin Energy.

| Scenario | Cost Component | Year Action is Taken | Approximate Average Yearly Cost (Millions) |
|-----------------------|-------------------------------------|----------------------|--|
| 2014 Plan | Retiring Decker & Load Zone Effects | 2021 | \$10 |
| | Batteries 10MWs | In Progress | \$1.2 |
| | 55% Renewables | In Progress | \$12.3 |
| | FPP Retirement | In Progress | Unknown |
| EUCWG Recommendations | 65% Renewables | 2025 | \$1.4M |
| | Increase Solar Budget | 2019 | \$3 – 5 |
| 75% Renewables | 75% Renewables | 2021 | \$3.1 |

19) We would like to ask Austin Energy to itemize those \$120M in over-budget costs (on slide 11 of the presentation given at the June 19 AE Utility Oversight Committee meeting)—i.e. how much is due to rising natural gas prices, how much to increases in costs for the South Texas Nuclear Project, etc.? (Council Member Pool)

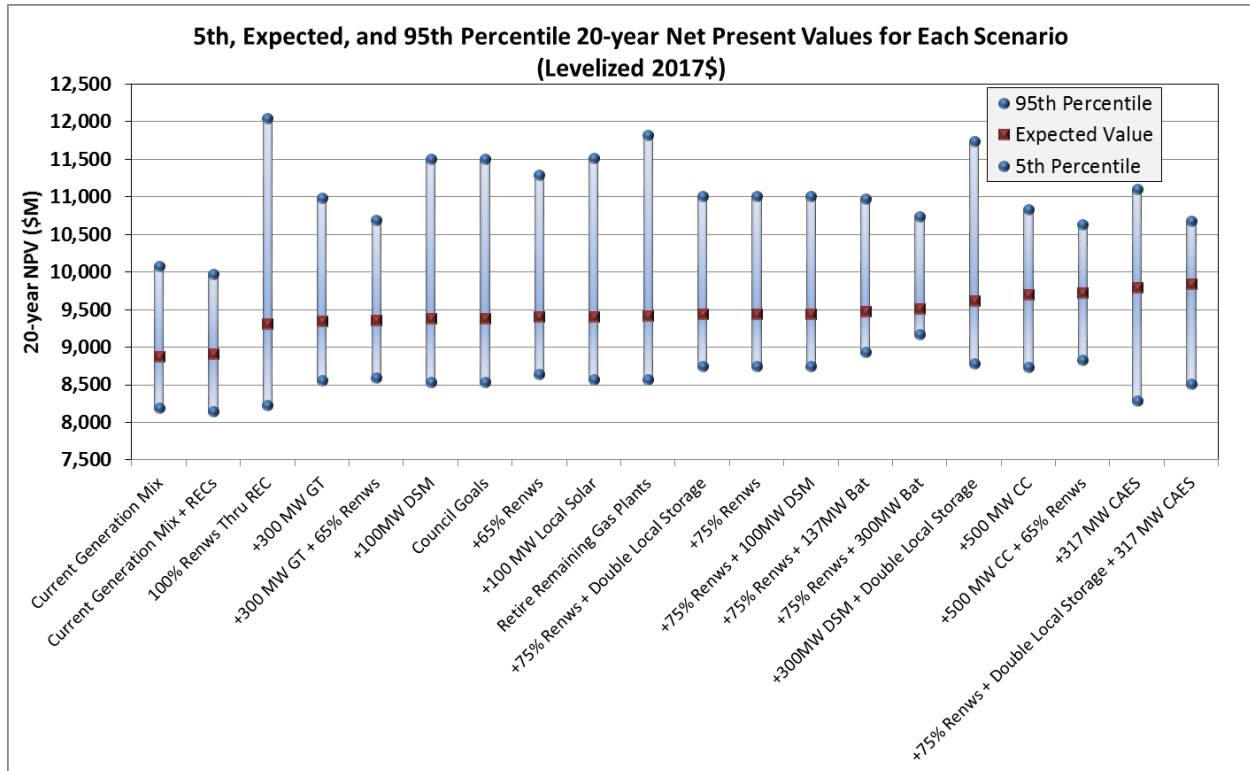
We need additional clarification as to the \$120 Million number as the referenced chart does not show that number.

20) We would like to request that Austin Energy provide a clear definition for the quantity on the horizontal axis: “20-year NPV Cost at Risk (\$M)”. In one working group meeting, Khalil Shalabi suggested that the horizontal axis represents the error in the cost estimates expressed on the vertical axis. More specifically, he said that the value on the horizontal axis was the “95th percentile”. That suggests that the horizontal axis represents 95% confidence intervals—i.e. that in 95% of possible outcomes, the price for a given option should fall between the cost value on the vertical axis plus or minus the value on the horizontal axis. If this interpretation is correct, many error bars would span the height of the entire graph—i.e. there is no statistically significant difference in cost between most of the generation options on the graph. Could Austin Energy please clarify what the correct interpretation is? (Council Member Pool)

Please refer to question #5 on this topic.

21) A more traditional way of depicting cost risk, would be to provide error bars (e.g. confidence intervals) for each option displayed in the graph. We would like to ask Austin Energy to produce such a graph with error bars for the energy generation options in the “20 Year Net Present Value (NPV) vs. Cost at Risk (Without CO2)” graph. (Council Member Pool)

Below is the requested graph.



22) Austin Energy provided no methods for how the cost estimates in this graph were generated. Thus, we would like to ask that Austin Energy provide an appendix to the EUC Working Group report detailing these methods. (Council Member Pool)

Please see response to question #5 regarding this topic. In addition, the methods and inputs to the analytical process were provided to the Working Group at its early meetings. This specific material can be found on the November 2016 meeting dates at the Working Groups [website](#).

23) What assumptions has Austin Energy made about the future cost of natural gas in the generation of this graph? (Council Member Pool)

Please see response to question #22

24) How was the \$346.86 MWh (for battery storage) cost estimate calculated? (Council Member Pool)

The estimates were based on Austin Energy’s SHINES project at Kingsbery. It includes capital costs including installation (site preparation, interconnection equipment and permitting), levelized O&M and levelized fuel (charging costs). Capital costs are based on quotes for lithium ion battery chemistry received in January 2015. The capital cost quotes were adjusted down for the 2016 resource plan by 10% annually in our scenario analysis.

25) The Resource Costs table on Page 4 of the EUC Working Group report gives a levelized fuel cost with the battery

storage cost estimate. What does that represent? (Council Member Pool)

The levelized fuel cost represents the net present value of the expected cost of electricity to charge the battery based upon the capacity factor.

26) I would like Austin Energy to provide a rate impact analysis for these additional scenarios, with high and low ranges included:

- 75% renewable energy by 2027*
- 75% renewable energy, including 300 MW local solar by 2027*
- 75% renewable energy, plus 100 MW energy storage by 2027*
- 75% renewable energy, including 300 MW local solar, plus 100 MW energy storage by 2027*

(Council Member Pool)

We are not able to provide rate impacts to all these scenarios in the time allotted but the table in question 1 partially answers this question.

27) Can staff provide a report that shows the average Austin Energy customer's bill over 10 years for the three different scenarios that will be considered: If the City were to 1.) deny the recommendations and maintain the existing renewable energy goals; 2.) adopt the recommendations of the working group report; and 3.) adopt 75% renewables by 2027?

(Council Member Troxclair)

Please see table in Question 1.