

**Agenda Questions/Responses
December 16, 2004**

- 4. What happens if the developer is not able to make the payment even on the altered schedule? What due diligence has been undertaken to provide assurances that the developer will be able to pay? (Council Member Daryl Slusher)**

This is an approved water cost reimbursement project that the City will reimburse the developer for some of the costs associated with the construction of an oversized water main. The developer will not be making any payments to the City. It will be the City making the reimbursement payment to the developer. We are requesting an amendment to the approved reimbursement agreement to allow the approved payment schedule be changed from a March 2006 payment date to October 2005. This payment would still be within our 2005-2006 fiscal budget year as planned, but will save the developer some construction finance costs for which they are responsible.

- 5. Is everything in this item consistent with utility policies except the two waivers noted in the backup? (Council Member Daryl Slusher)**

This is a new request for City cost reimbursement within the newly created University Neighborhood Overlay District (UNOD). The reimbursement of the proposed "hard" construction costs associated with the water improvements are consistent with the City Code. While the reimbursement of the applicable City of Austin fees related to the water improvements, the reimbursement of the "soft" costs for engineering, design and project management and the waiver of the engineering review and construction inspection fees are not consistent with the City Code, the request to have these items reimbursed or waived has been used in the past with other intercity utility projects as an incentive to help get the needed oversized water and wastewater infrastructure constructed. Because of the anticipated redevelopment of the UNOD, the antiquated water infrastructure is needing to be redone and upsized to handle the potential growth.

- 18. - What percentage of the gross site area would be the net site area under COA regulations? (Council Member Daryl Slusher)**

Based on an examination of topographic maps, 100% of the gross area would be net site area.

- Under the proposed Development and Maintenance Standards, the maximum impervious cover is limited to 25% of the gross site area. What percentage of impervious cover of the net site area is this equivalent to under COA regulations? (Council Member Daryl Slusher)

Since gross area equals net site area the percent impervious cover would also be 25% NSA.

- Please elaborate on how the impervious cover will be calculated by providing more explanation beyond the reference to Section 1.8.0 of the City of Austin Environmental Criteria Manual. (Council Member Daryl Slusher)

Impervious Cover will be calculated according to current COA standards. Code Sections 25-8-63 and -64 as shown below:

25-8-63 IMPERVIOUS COVER CALCULATIONS.

(A) Impervious cover is calculated in accordance with the Environmental Criteria Manual.

(B) Impervious cover calculations include:

- (1) roads;
- (2) driveways;
- (3) parking areas;
- (4) buildings;
- (5) concrete;
- (6) impermeable construction covering the natural land surface;
- (7) for an uncovered wood deck that has drainage spaces between the deck boards and that is located over a pervious surface, 50 percent of the horizontal area of the deck;
- (8) interlocking or permeable pavers, except up to 20 percent of the area of the pavers may be excluded in calculating impervious cover if the pavers are approved by the director for recharge enhancement under Section 25-8-151 (Innovative Management Practices); and
- (9) the portion of a site used for the storage of scrap and metal salvage, including auto salvage.

(C) Impervious cover calculations exclude:

- (1) sidewalks in a public right-of-way;
- (2) water quality controls;
- (3) drainage swales and conveyances;
- (4) ponds, pools, and fountains; and
- (5) areas with gravel placed over pervious surfaces that are used only for landscaping or by pedestrians.

§ 25-8-64 IMPERVIOUS COVER ASSUMPTIONS.

(A) This section applies to impervious cover calculations for duplex or single-family lots.

(B) Except as provided in Subsection (C):

- (1) for each lot greater than three acres in size, 10,000 square feet of impervious cover is assumed;
- (2) for each lot greater than one acre and not more than three acres in size, 7,000 square feet of impervious cover is assumed;
- (3) for each lot greater than 15,000 square feet and not more than one acre in size, 5,000 square feet of impervious cover is assumed;
- (4) for each lot greater than 10,000 square feet and not more than 15,000 square feet in size, 3,500 square feet of impervious cover is assumed; and
- (5) for each lot not more than 10,000 square feet in size, 2,500 square feet of impervious cover is assumed.

(C) For a lot that is restricted to a lesser amount of impervious cover than prescribed by this section, the lesser amount of impervious cover is assumed. The manner in which the lot is restricted is subject to the approval of the director.

- 21. Since the developer did not complete the improvements from the first agreement in 1997 in accordance with the agreement or to PARD standards, is there a required completion date in the new agreement?**

If so, what is it? (Council Member Daryl Slusher)

At the time the Parkland Improvement Agreement is executed, the developer will be given one year to complete construction of the project. The representative of Westminster Falcon/ Trinity has indicated that one year is sufficient. The draft agreement is typical of our parkland improvement agreements, in which a developer is seeking to donate improvements to the City.

- 39. Since there was only one responsive bidder, is the bid amount in line with the cost that staff had anticipated? (Council Member Daryl Slusher)**

Yes, the bid amount is in line with the engineer's estimate.

- 66. What is the anticipated cost of the fee waivers? (Council Member Daryl Slusher)**

Fees under Chapter 14:

Application Fee	\$100
Permit Fee	\$50

Requirements under Chapter 14:

Signature Requirement
Security Deposit Requirement
Insurance Requirement

Authorize Payment for:

Barricades	\$260
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- 67. What is the anticipated cost of the contract? (Council Member Daryl Slusher)**

The amount of the contract with First Night Austin will be \$44,000 for production of First Night Austin 2005.