

# City Council Questions and Answers

City Council Questions and Answers for  
Thursday, December 11, 2014

These questions and answers are related to the  
Austin City Council meeting that will convene at 10:00 AM on  
Thursday, December 11, 2014 at Austin City Hall  
301 W. Second Street, Austin, TX



Mayor Lee Leffingwell  
Mayor Pro Tem Sheryl Cole  
Council Member Chris Riley, Place 1  
Council Member Mike Martinez, Place 2  
Council Member Kathie Tovo, Place 3  
Council Member Laura Morrison, Place 4  
Council Member William Spelman, Place 5

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

## **QUESTIONS FROM COUNCIL**

1. Agenda Item # 8 - Approve an ordinance amending the Fiscal Year 2014-2015 Austin Energy Operating Budget Enterprise Fund (Ordinance No. 20140908-001) to appropriate \$5,015,000 from the Better Buildings Grant Fund to continue the Better Buildings Program, including two temporary positions for continued implementation of the program, beyond the conclusion of the grant period.
  - a. QUESTION: It is my understanding that this grant has been closed. If so, what is the anticipated function of the 2 FTEs? COUNCIL MEMBER TOVO
  - b. ANSWER: A reference to the two temporary positions was included in the posting language for Item # 8. An allowance has been made for up to two temporary employees to be employed during the "post-grant period" to provide oversight, tracking and program administration of the continued implementation of the Better Buildings Program. For the foreseeable future, this work is being absorbed by existing staff. With the automation of rebate and processing activities over the course of FY15, Austin Energy hopes to minimize the need to hire temporary staff for this function.
2. Agenda Item # 17 - Authorize the use of the design-build procurement method in accordance with Texas Government Code Chapter 2269 for design and construction services for the Animal Center Kennel Addition and Campus Infrastructure Project.
  - a. QUESTION: What is the expected construction timeline for the expansion of the Austin Animal Shelter? MAYOR PRO TEM COLE
  - b. ANSWER: Tentative construction completion is end of summer 2017.
3. Agenda Item # 19 - Authorize the use of the competitive sealed proposal procurement method in accordance with Texas Government Code Chapter 2269 for expansion and renovation of the Austin Shelter for Women and Children project.
  - a. QUESTION: What is the expected construction timeline for the expansion of the Women & Children's Shelter? MAYOR PRO TEM COLE
  - b. ANSWER: The Women and Children Shelter renovation and expansion is expected to be completed in summer 2017. Attached is a detailed schedule.
4. Agenda Item # 21 - Authorize execution of a construction contract with MUNIZ

CONCRETE AND CONTRACTING INC., for the Shoal Creek Trail Greenbelt Improvements project in the amount of \$4,528,145.31 and a \$452,814.53 contingency, for a total contract amount not to exceed \$4,980,959.84.

- a. QUESTION: What was the method used for allocating the cost to the various departments? COUNCIL MEMBER SPELMAN
  - b. ANSWER: The method for allocating the costs to each Sponsoring Department was based on the percentage of their respective scopes of work as identified on the Unit Price Bid form. Some Bid Items such as mobilization, barricades and traffic handling are items each Sponsoring Department will cost share based on the percentage of their project cost and is identified in their total allocation. Not all items were shared items and specific to each Sponsoring Departments. The percentages were reviewed by all Sponsoring Departments, including staff within the Budget Office, to determine the appropriate cost allocation for each Department. Resulting allocation = 42.71% for PARD, 29.45% for WPD, 21.24% for PW and 6.6% for AE.
5. Agenda Item # 25 - Authorize negotiation and execution of a one-year agreement with Greater Austin Economic Development Corporation for continued participation in the Opportunity Austin Campaign in an amount not to exceed \$350,000 per extension option, with four additional 12-month extension options, in an amount not to exceed \$350,000 per extension option, for a total contract amount not to exceed \$1,750,000.
- a. QUESTION: Please provide an update on all of the metrics that reflect the goals of Opportunity Austin in previous years as briefed to Council (including poverty rate), as well as information on the goals set for those metrics in Opportunity 3.0. (See below.): From <http://www.austinchamber.com/the-chamber/opportunity-austin/> Opportunity Austin 3.0 is targeting over eight key industries for future economic development, including Advanced Manufacturing, Clean Energy & Power Technology, Data Management, Creative & Digital Media Technology, Life Sciences, and Corporate HQ & Regional Offices. The goal of Opportunity Austin 3.0 is to work toward measureable and impactful goals through a set of metrics which include Total Private Employment, Average Annual Wages, Per Capita Income, Poverty Rate, Child Poverty Rate, Educational Attainment (BA or higher), Commuters Who Drive Alone, and Congestion Index. COUNCIL MEMBER MORRISON
  - b. ANSWER: See attachment
6. Agenda Item # 33 - Authorize negotiation and execution of Family Business Loan Program Section 108 loan to Rosa Santis to provide funding for the refinance and renovation of an existing property at 4901 East Cesar Chavez, in an amount not to exceed \$800,000.
- a. QUESTION: Please provide information on the previous loans funded

through this program. COUNCIL MEMBER SPELMAN

b. ANSWER: See attachment

7. Agenda Item # 58 - Approve an ordinance waiving certain annual license agreement fees required by City Code Chapter 14-11 and authorizing the reimbursement of certain annual license agreement fees.

a. QUESTION: Why are we reimbursing past fees collected? COUNCIL MEMBER SPELMAN

b. ANSWER: The license fees in question were collected for overhead pedestrian cover (e.g., balconies in the right-of-way) licensed by the City in agreements predating the passage of ordinances in 2003 and 2006 that waived fees on this category of licenses. Annual payments to the City based on these preexisting license agreements continued to be made even though balcony license agreements executed after these ordinances did not incur fees. Reimbursement of the fees paid in the past allows staff to treat the all of the licensees the same.

8. Agenda Item # 59 - Authorize negotiation and execution of a 120-month lease for approximately 5,070 square feet of retail space, located at 600 East 4th Street, Space A, to THE ESCAPE GAME AUSTIN, LLC

a. QUESTION: 1) The memo from 3/27/14 from Anthony Snipes states that a lease solicitation was developed for 14,593 sq ft, what is the status of the remaining approximately 9,000 sq ft? 2) Do we expect this use to be pedestrian-oriented? 3) Will it be inviting to people walking by? COUNCIL MEMBER RILEY

b. ANSWER: 1) Pedestrian friendly uses are a priority in consideration. Prospective tenants are currently being pursued and Letters of Interest continue to be reviewed and ranked by a multi-departmental review panel. 2) Yes. 3) The Escape Game Austin will be unique and intriguing to anyone walking by. The prospective Tenant plans to maximize signage across all of the storefront windows with large movie poster type signage advertising the games- Escape Austin, The Heist, Classified and Prison Break. The suite will have an inviting lobby with digital reader boards promoting the adventures, weekly and overall records. Conventioneers and pedestrians will be able to join a game with others with very short notice or time commitment.

9. Agenda Item # 61 - Approve an ordinance vacating an approximately 4,907 square foot portion of alley located between East 3rd Street and East 4th Street and between East Avenue and Sabine Street, to LION OUTDOOR, LLC, for the appraised value of \$83,910, subject to a retained public utility easement and a drainage easement.

a. QUESTION: Is there an access easement along the creek, perpendicular to

the alley being vacated? COUNCIL MEMBER RILEY

- b. ANSWER: There is presently no access easement on the east side of Waller Creek and perpendicular to the alley proposed for vacation. The City cannot retain an easement on property it does not own, so while we can retain easement rights within the boundaries of the alley, an access easement which extends beyond the alley's boundaries would have to be dedicated by the property owner. These types of dedications typically occur as part of the site plan review and approval process.
10. Agenda Item # 62 - Authorize negotiation and execution of a Parkland Improvement, Management and Operations Agreement with Austin Parks Foundation and the Downtown Austin Alliance with a City contribution not to exceed \$2,381,144.95 for the re-improvement of Republic Square Park in accordance with the June 14, 2014 Council approved Republic Square Master Plan.
- a. QUESTION: The Republic Square Partnership Agreement Summary of Key Terms and Conditions indicates revenues generated from the park will partially offset the costs of operations and capital repairs. 1) Will 100% of revenues be applied toward operations and capital repairs? 2) What percent of operations and capital repairs are projected to not be met by revenues? 3) Please add the proposed agreement to backup. COUNCIL MEMBER MORRISON
  - b. ANSWER: See attachment
11. Agenda Item # 64 - Approve an ordinance amending Ordinance No. 20140908-003 relating to non-consent towing fees for vehicles weighing 10,000 pounds or less.
- a. QUESTION: Please provide information regarding any additional charges that are incurred when a vehicle is impounded including any impoundment fees, nightly storage fees, or any other applicable charges. Does State Law allow cities to limit these fees? If so, does the City of Austin currently have any regulations that apply to fees related to non-consent towing? COUNCIL MEMBER MORRISON
  - b. ANSWER: See attachment
12. Agenda Item # 68 - Authorize award and execution of a 12-month professional services contract with UNDERSTANDING LAB DBA HUMANTIFIC to provide innovation training and consulting services for the City's Innovation Office in an amount not to exceed \$146,500, with one 12-month extension option in an amount not to exceed \$153,500, for a total contract amount not to exceed \$300,000.
- a. QUESTION: Can you provide additional information regarding how this will help innovate City Departments. Also, what is Visual SenseMaking?

COUNCIL MEMBER MARTINEZ

- b. ANSWER: See attachment
13. Agenda Item # 75 - Authorize negotiation, award, and execution of a 12-month requirements service contract with LINEBARGER, GOGGAN, BLAIR, SAMPSONS LLP, or one of the other qualified offerors to RFP No. CDL2001, to provide debt collections legal services with two 12-month extension options. ( Notes: This contract will be awarded in compliance with City Code Chapter 2-9C (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )
- a. QUESTION: Has Rausch, Strum, Isreal, Enerson, Hornik, LLC (the 2nd ranked firm) done any similar work in Texas? COUNCIL MEMBER SPELMAN
  - b. ANSWER: Rausch, Strum, Israel, Enerson, Hornik, LLC has branch offices in Houston and Dallas and lists references for major corporate accounts in Texas for the same size and scope as those required by the solicitation. The RFP asked respondents to list all governmental experience; however, no municipality experience was provided in their proposal.
14. Agenda Item # 94 - Authorize the negotiation and execution of an interlocal agreement with the Capital Metropolitan Transportation Authority (CapMetro) for the construction of stormdrain infrastructure along the CapMetro Redline between Comal Street and Interstate Highway 35.
- a. QUESTION: Is there a cost to the city associated with these improvements and this ILA? COUNCIL MEMBER RILEY
  - b. ANSWER: Yes, the request is for \$250,000 to cover the estimated cost to the City of Austin. Capital Metro has indicated that they will cost participate in the construction of the stormdrain infrastructure under the realigned rail components while the City of Austin is responsible for the remainder of the cost.
15. Agenda Item # 118 - Approve an ordinance amending City Code Section 2-1-127 relating to the Community Development Commission.( Notes: SPONSOR: Council Member Kathie Tovo CO 1: Mayor Pro Tem Sheryl Cole CO 2: Council Member Mike Martinez )
- a. QUESTION: What is the practical effect of this change? COUNCIL MEMBER SPELMAN
  - b. ANSWER: City Code§ 2-1-127, Exhibit B on the Community Development Commission currently specifies that the nomination/election process for St. John Neighborhood representative be held by the St. John Advisory Board.

The St. John Advisory Board has disbanded and is no longer able to serve in this capacity. The St. John Neighborhood Association meets all requirements to serve as the responsible organization for this area and is interested in serving in this capacity to ensure representation on the Community Development Commission. Health and Human Services Department staff recommended changing the responsible organization from the St. John Advisory Board to the St. John Neighborhood Association so that a nomination/election process for the St. John seat may be held to fill the vacant seat for this area.

16. Agenda Item # 127 - Approve a resolution directing the City Manager to dedicate \$24 million in funding from the Capital Metro quarter cent funds to pay for infrastructure improvements on Airport Boulevard. (Notes: SPONSOR: Council Member Chris Riley CO 1: Council Member Mike Martinez CO 2: Mayor Pro Tem Sheryl Cole)
  - a. QUESTION: What specific infrastructure improvements will this fund? What is the timeline? COUNCIL MEMBER SPELMAN
  - b. ANSWER: See attachment
  - c. QUESTION: If possible, please provide a list of other needs in the City that are eligible for this money. Additionally, a staff memo has recommended that this allocation of funds would be premature. What timeline would staff foresee for considering a more comprehensive set of alternatives? COUNCIL MEMBER MORRISON
  - d. ANSWER: Projects eligible for  $\frac{1}{4}$  cent funding are intended to be projects that benefit Capital Metro service within the City of Austin. These include projects that improve the overall transportation network efficiency, improve transit customer access to transit services, or assist in mobility needs identified jointly by the City and Capital Metro. Staff has been directed to develop a transportation recommendation to Council for presentation in February or March of 2015, detailing mobility proposals for moving forward given the voter rejection of the 2014 Mobility Bond Proposal. Assignment of the remaining  $\frac{1}{4}$  cent funding would be timely following that presentation to Council.
17. Agenda Item # 128 - Approve a resolution initiating code amendments related to recycling requirements for construction and demolition projects and directing the City Manager to consider the recommendations proposed by the Zero Waste Advisory Commission, stakeholders, and staff. (Notes: SPONSOR: Council Member Laura Morrison CO 1: Council Member Chris Riley CO 2: Council Member William Spelman)
  - a. QUESTION: Please provide info on cost estimate to comply with these regulations. Will cost estimates be included in the process of considering the ordinance? COUNCIL MEMBER SPELMAN

- b. ANSWER: This proposed resolution (# 128), under council direction, moves the development of the construction and demolition recycling ordinance from the ARR led stakeholder process to the PDRD Land Development Code Amendment process. Upon completion of the LDC process, the proposed ordinance will be presented to City Council for adoption. There are no cost impacts calculated at this stage. Upon completion of the ordinance development and presentation to City Council for adoption, a cost estimate for implementation will be presented to Council. The implementation cost will likely involve the addition of city staff for recycling diversion plan review within PDR, as well as possible staffing needed within Austin Code for enforcement. The magnitude of the impacts on staff resources has not been calculated to date. A full fiscal impact will be presented to City Council with the final proposed ordinance in fall 2015.
18. Agenda Item # 187 - Conduct a public hearing and consider an ordinance amending City Code Section 8-5-42 related to fishing in Lady Bird Lake and creating an offense.
- a. QUESTION: Steps were taken to integrate the design and location of the wheelchair accessible fishing pier with the boardwalk. Is this ordinance's reference to the boardwalk inclusive or exclusive of this pier? MAYOR PRO TEM COLE
  - b. ANSWER: This ordinance would be exclusive of the pier. Anyone with a valid Texas Parks and Wildlife fishing license would be able to fish from this pier.
  - c. QUESTION: Where is fishing allowed on Lady Bird Lake? COUNCIL MEMBER SPELMAN
  - d. ANSWER: See attachment
19. Agenda Item # 194 - Conduct a public hearing and consider an ordinance amending City Code Chapter 25-6 to allow metered parking spaces to be counted towards the minimum off-street parking required for non-residential uses.
- a. QUESTION: Please provide responses to the direction to staff given at the 10/24/13 Council meeting and the 3/18/14 Codes and Ordinances meeting of the Planning Commission as noted below: 1) From Council minutes of 10/24/13: "Resolution No. 20131024-058 was approved on Council Member Riley's motion, Council Member Spelman's second on a 6-1 vote. Mayor Leffingwell voted nay. Direction was given to staff to involve the Law Department in addressing the issue of how businesses are treated regarding parking." 2) From staff backup: March 18, 2014: Recommended by the Codes and Ordinances Subcommittee on a 5-0 vote, with the following direction to staff: Look at existing off-street requirements for businesses, and compare to on-street substitutions to see if there is a parking deficit. 3) Examine different



areas where residential is adjacent to commercial corridors (eg South Congress, Burnet, 6th/Chicon) to assess impacts of the proposed change. August 26, 2014: Not recommended on an 8-0 vote, with Commissioner Chimenti absent.  
COUNCIL MEMBER MORRISON

- b. ANSWER: 1) Lauren Bellomy (from COA Legal) is preparing a memo from the Law Department on this issue and will be providing it directly to City Council. 2) In response to direction from Codes and Ordinances staff surveyed three different areas of the town to examine parking usage. Based on the parking surveys, there appeared to be an under-utilization of on-street parking spaces in these areas. Staff presented this information to Council in August and was asked to re-survey the areas especially the South Congress area to verify the accuracy of the results. Staff from Austin Transportation Department completed another informal survey in October, and the results of parking utilization rates were unchanged. 3) Staff looked at these three additional areas of study. Based on the results of the additional study, it did not appear that there would be a significant positive or negative change as a result of the proposed ordinance.
20. Agenda Item # 210 - Approve an ordinance amending the Fiscal Year 2014-2015 Parks and Recreation Department Operating Budget Special Revenue Fund (Ordinance No. 20140908-001) to accept and appropriate up to \$250,000 from the Trail of Lights Foundation, and authorize waiver of certain fees and requirements for the 2014 Trail of Lights in an amount not to exceed \$174,725.
- a. QUESTION: On a vote of 6-1, Council approved allowing the Trail of Lights to charge a \$5 fee of on weekend nights. Please explain whether the agreement allowed the Trail of Lights to charge a \$25 fee for the preview party, and if so, please point to the specific clause in the original document. If not, please explain why that charge was not required to be formally approved. If the preview party falls under the category of "fundraising," please explain how the formal agreement between the TOL Foundation and the City of Austin distinguishes between regular entrance fees and "fundraising" fees. COUNCIL MEMBER TOVO
  - b. ANSWER: See attachment
21. Agenda Item # 211 - Approve an ordinance amending Title 4 related to gender-neutral signage for public restrooms and creating a penalty.
- a. QUESTION: 1) If approved, what efforts will there be to inform property owners of this change? 2) As the effective date is not specified, what is staff's recommendation on the time needed to do this public information effort? MAYOR PRO TEM COLE
  - b. ANSWER: 1) Upon approval, PDR will issue a press release via e-mail and social media notifying stakeholders and the public of the new requirements. Additionally, the Building Plan Review Division will inform all new

construction or remodel permit applicants that include the use of a single user restroom in their plans, and inspectors in the Building Inspection Division will notify permit holders during the inspection process as well as at final inspection to ensure that proper signage is in place. Stakeholders include the following: • ADAPT • Austin Gay & Lesbian Chamber of Commerce • Austin Independent Business Alliance • Austin LGBT Bar Association • Building Owners and Managers Association • CommUnity Care • Downtown Austin Alliance • Equality Texas • Greater Austin Chamber of Commerce • Greater Austin Restaurant Association • Hotel and Lodging Association • Human Rights Campaign • Human Rights Commission (City of Austin) • Legalize Human and GSR (Gender, Sexuality, and Relationships) Communities • National Association of the Remodeling Industry • Real Estate Council of Austin • Stonewall Democrats • Texas Small Business Association • Transgender Education Network of Texas. 2) During discussions with stakeholders and the Human Rights Commission, it was agreed that a 90 day grace period would be allowed following the effective date of the ordinance to educate the public about this new requirement.

22. Agenda Item # 216 - Approve an ordinance amending the City Code to establish a Parking and Transportation Management District. (Notes: SPONSOR: Council Member Chris Riley CO 1: Council Member William Spelman CO 2: Mayor Pro Tem Sheryl Cole)
  - a. QUESTION: Does Transportation staff recommend this item? How does it align with current and future parking management plans? COUNCIL MEMBER TOVO
  - b. ANSWER: Staff agrees with the Item from Council. Staff had been working on a very similar request for council action prior to submission of the current IFC. Staff will provide substitute language through the originating council office.
23. Agenda Item # 221 Approve a resolution establishing City policy relating to property tax protests and property tax incentives and directing the City Manager to work with Travis County on property tax issues. (Notes: SPONSOR: Council Member Kathie Tovo CO 1: Council Member Mike Martinez CO 2: Council Member Laura Morrison)
  - a. QUESTION: 1) Do the provisions listed in paragraph 2 apply to all public-private agreements for developments on city-owned property? For example, would Trammel Crow have had to agree to these provisions in order to develop Green, or Stratus to develop Block 21, or Post to develop the Poleyard site on W. 3rd Street? 2) Paragraph 4 seems to relate to a subset of the projects that are covered by paragraph 2- could you describe a project that would be covered by paragraph 4, but would be outside the scope of paragraph 2? COUNCIL MEMBER RILEY

- b. ANSWER: See attachment
- 24. Agenda Item # 227 - Authorize negotiation and execution of a donation agreement with House the Homeless, Inc., accepting a figurative bronze sculpture titled "Home Coming Memorial" to be located at Auditorium Shores in near proximity to the existing Homeless Memorial site contingent on a positive recommendation from the Arts Commission. (Notes: SPONSOR: Council Member Mike Martinez CO 1: Council Member Laura Morrison)
  - a. QUESTION: Is this item consistent with the Artwork Donation Policy being offered for approval in Item 31? MAYOR PRO TEM COLE
  - b. ANSWER: Yes, this item is consistent with the changes proposed in the Artwork Donation Policy being offered for approval in Item 31.

**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 (512) 974-2445 TDD.*





### Council Question and Answer

Related To	Item #25	Meeting Date	December 11, 2014
------------	----------	--------------	-------------------

### Additional Answer Information

**QUESTION:** Please provide an update on all of the metrics that reflect the goals of Opportunity Austin in previous years as briefed to Council (including poverty rate), as well as information on the goals set for those metrics in Opportunity 3.0. (See below.)

From <http://www.austinchamber.com/the-chamber/opportunity-austin/> Opportunity Austin 3.0 is targeting over eight key industries for future economic development, including: Advanced Manufacturing, Clean Energy & Power Technology, Data Management, Creative & Digital Media Technology, Life Sciences, and Corporate HQ & Regional Offices. The goal of Opportunity Austin 3.0 is to work toward measureable and impactful goals through a set of metrics which include Total Private Employment, Average Annual Wages, Per Capita Income, Poverty Rate, Child Poverty Rate, Educational Attainment (BA or higher), Commuters Who Drive Alone, and Congestion Index.

COUNCIL MEMBER MORRISON

**ANSWER:** The City's agreement (attached) with the Greater Austin Chamber of Commerce (GACC) for the Opportunity Austin program dates back to January 15, 2005. The City is the largest contributor to the Opportunity Austin program and provides \$350,000 annually to the GACC for this effort. The contractual metrics to be reached by the GACC are delineated in the agreement, and they are reviewed quarterly. At the time the contract was established, the City desired tangible items in exchange for its annual financial contribution. Those tangible items remain as the contractual metrics and include: (1) national advertising, (2) a strategy for long-term workforce development, and (3) the hiring of a staff person focused on attracting and recruiting clean energy technology businesses. Additionally, the GACC must pay a living wage and provide health insurance to its employees.

As an example of reporting and monitoring, the 3rd Quarter 2014 report from the Greater Austin Chamber of Commerce is attached. From time to time, the GACC will present to Council an update on the overall performance of the Opportunity Austin program. Council may make a request for an update from the GACC, and we will forward that request.

**GREATER AUSTIN ECONOMIC DEVELOPMENT CORPORATION / CITY OF AUSTIN  
PARTICIPATION AGREEMENT FOR THE  
OPPORTUNITY AUSTIN CAMPAIGN**

THIS AGREEMENT is made and entered into with an effective date of January 15, 2005 ("Effective Date") between Greater Austin Economic Development Corporation, a Texas corporation ("GAEDC") and the City of Austin, Texas, acting by and through its municipally owned electric utility, Austin Energy ("AE").

**RECITALS**

WHEREAS, the GAEDC is implementing Opportunity Austin, a business initiative for Austin and surrounding areas that will encourage economic development and job creation; and

WHEREAS, the Austin City Council has authorized \$350,000 for participation in Opportunity Austin, including \$100,000 specifically for use in clean energy business development; and

WHEREAS, the Austin City Council has requested that \$250,000 specifically be used for national advertising/public relations and workforce development; and

WHEREAS, GAEDC and AE desire to enter into this Agreement to facilitate implementation of the Opportunity Austin program;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, GAEDC and AE agree as follows:

**1. Scope of Work**

- A. **National Marketing:** Execute a paid media campaign to a national business audience in an effort to create a greater awareness of Austin and Central Texas a great location to operate a business and create jobs.

**Specific objectives:**

- a) Create advertisements that differentiate Austin from other communities
- b) Identify appropriate business publications to place advertising that reaches a targeted audience.

**Deliverables:**

- 1) Place a minimum of 30 advertisements between October 1, 2004 and September 30, 2005.
- 2) Provide the City of Austin a copy of each magazine that contains a placement advertising Austin as a business location.
- 3) City of Austin/Austin Energy may appoint an appropriate City of Austin/Austin Energy employee to serve on the Economic Development Council that receives monthly reports on the implementation of marketing strategies.
- 4) The City of Austin/Austin Energy will be invited to quarterly meetings of Opportunity Austin at which time achievements for the previous three months will be reported.

- B. Long Term Workforce Development: Execute a strategy designed to assist in closing the performance achievement gap at the high school level among the most at risk students.

Specific objectives:

- a) Define and implement one high school group tutoring project focused on improving GPA, TAKS performance and attendance of at risk students
- b) Create a sustainable, standardized one on one tutoring development program.

Deliverables:

- 1) Establish one high school group tutoring study group at a high school with a high percentage of at risk students that has a goal of 80% attendance for students and tutors.
- 2) Establish a certification program for one on one tutors and train a minimum of 25 tutors.
- 3) Provide the City of Austin quarterly progress reports on achieving objectives.

- C. Clean Energy Technology Business Development: Attract/recruit clean energy technology businesses and related support businesses to Austin.

Specific objectives:

- a) Develop a strategy to determine initial focus for attracting clean energy technology businesses.
- b) Hire staff to focus on implementing business attraction strategy.

Deliverables:

- 1) Complete a clean energy technology business attraction strategy.
- 2) Employ a full time economic development professional to implement strategy.
- 3) Develop marketing materials targeting the clean energy industry.

2. GAEDC shall furnish and assume full responsibility for all services, facilities, and incidentals necessary for the proper execution and completion of the work.

3. Term

This Agreement shall become effective on the Effective Date, and shall continue for a period of one year. This Agreement may be extended thereafter for up to four additional one-year periods, subject to the approval of the funding during the City budget process and agreement of the GAEDC and the City Manager or his/her designee.

4. Acceptance of Incomplete or Non-Conforming Deliverables

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, AE prefers to accept it, AE may do so. GAEDC shall pay all claims, costs, losses and damages attributable to AE's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, AE may deduct such amounts as are necessary to compensate AE for the

diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to AE by the GAEDC.

5. Payment

- A. Austin Energy's financial obligations under this Agreement shall not exceed \$350,000 per year during the life of this Agreement, of which \$100,000 per year is to be dedicated to the "clean energy" business recruitment initiative.
- B. GAEDC shall submit to AE an invoice or invoices for payment of AE's financial contribution under this Agreement.
- C. AE shall pay any proper invoice within 30 days of AE's receipt of the invoice.
- D. AE's payment obligations are payable only and solely from funds Appropriated and available for the purpose of this purchase. The absence of Appropriated or other lawfully available funds shall render this Agreement null and void to the extent funds are not Appropriated or available. AE shall provide GAEDC written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit AE to pay its obligations under this Agreement.

6. Right to Audit

City's Access to Records GAEDC agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of GAEDC related to the performance under this Agreement.

7. Indemnity

GAEDC shall defend (at the option of the City), indemnify, and hold the City, its successors, assigns, officers, employees, and elected officials harmless from and against all claims, causes of action, damages, attorney's fees and other costs arising out of, incident to, concerning or resulting from the fault of GAEDC, or GAEDC's agents, employees or subcontractors, in the performance of GAEDC's obligations under the Agreement. Nothing herein shall be deemed to limit the rights of the City or GAEDC (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.

8. Right to Assurance

Whenever one party to the Agreement 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 the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.



9. Default

The GAEDC shall be in default under the Agreement if it (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under Section 8 or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

10. Termination for Cause

In the event of a default by GAEDC, AE shall have the right to terminate the Agreement for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless GAEDC within such ten (10) day period, cures such default, or provides evidence sufficient to prove to AE's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, AE shall be entitled to recover all actual damages, costs, losses and expenses, incurred by AE as a result of GAEDC's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

11. Miscellaneous

- A. Amendment: This Agreement may only be amended by mutual agreement of the Parties expressed in writing and approved and signed by appropriate representatives of each Party.
- B. Jurisdiction and Venue: The Agreement is made under and shall be governed by the laws of the State of Texas. All issues arising from this Agreement shall be resolved in the state courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunction relief from any competent authority as contemplated herein.
- C. Independent Contractor: The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Each Party service shall be those of an independent contractor.
- D. Notices: Any notices given regarding this Agreement shall be provided to the following contacts. A Party may specify a new contract by notifying the other Party in writing:

GAEDC Contact:

Mike W. Rollins  
President  
Greater Austin Chamber of Commerce  
210 Barton Springs Rd, Ste. 400  
Austin, TX 78704  
512/322-5615  
F: 322-478-6389

EGRSO Contact:

Sue Edwards  
Director  
Economic Growth and Redevelopment Services Department  
301 W. 2<sup>nd</sup> Street, Suite 2030  
Austin, TX 78701  
512/974-7820  
F: 974-7825

- E. Confidentiality: Each Party agrees that it shall not disclose to a third party (other than the Party's employees, counsel, consultants or agents) and will maintain in strict confidence the terms and conditions of this Agreement and any information that may be exchanged or developed pursuant to this Agreement, except when such disclosure may be required by applicable law or regulation.
- F. Entire Agreement: This Agreement and its attachments constitute the entire agreement between the parties with respect to the matters contained in this Agreement.
- G. Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from the solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of GAEDC shall render the Agreement voidable by AE.
- H. Gratuities: AE may, by written notice to GAEDC, cancel the Agreement without liability if it is determined by AE that gratuities were offered or given by GAEDC or any agent or representative of GAEDC to any officer or employee of the City of Austin with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such agreement. In the event the Agreement is canceled by AE pursuant to this provision, AE shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by GAEDC in providing such gratuities.
- I. Living Wages and Benefits (applicable to procurements involving the use of labor):
1. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$10.00 per hour. This minimum wage is required for any Contractor employee assigned to this City Contract unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

2. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must provide health insurance with optional family coverage for all Contractor employees assigned to this contract.
3. The City requires Contractors proposing on this Contract to provide the following information about wages and benefits currently provided to their employees assigned to this City Contract:

Status Full-time (F) Part-time(P)	Job Title	Hourly Wage	List type of Company Health Insurance (e.g. medical, dental)	Workers' Compensation Insurance Coverage (yes, no)

- i. Proof of the health care plan shall be provided by the Contractor prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- ii. Upon request by the City's Contract Manager, the Contractor shall verify salaries by providing copies of weekly payroll documents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF AUSTIN

By: *Paul Hoffman*  
 Title: Assistant City Manager  
 Date: 6/14/05

GREATER AUSTIN ECONOMIC DEVELOPMENT CORPORATION

By: *Michael W. Rollins*  
 Title: President  
 Date: 10/20/05

Opportunity Austin Campaign  
Greater Austin Economic Development Corporation  
Agreement Year 10, January 15, 2014 - January 14, 2015  
3<sup>rd</sup> Quarter Report

RECEIVED

NOV 14 2014

CITY OF AUSTIN - ED

**Scope of Work (Section 1 of agreement)**

**A. National Marketing**

**Execute a paid media campaign to a national business audience in an effort to create a greater awareness of Austin and Central Texas a great location to operate a business and create jobs.**

Specific Objectives:

1. Create advertisements that differentiate Austin from other communities.
2. Identify appropriate business publications to place advertising that reaches a target audience.

Deliverables:

ya Attached is a copy of each advertisement placed between July 1 and September 30, 2014, including information about the publication in which the advertisement was placed and the date(s) the ad appeared.

ya The Greater Austin Chamber is in possession of a copy of each publication that contains a placement advertising Austin as a business location.

ya The City of Austin and Austin Energy have been invited to all quarterly meetings of Opportunity Austin at which time achievements for the previous three months will be reported.

ya Attached is a copy of each piece of earned, out-of-market media coverage generated by The Chamber's national media relations program, including information about the publication and date of the piece.

---

**B. Long Term Workforce Development**

**Execute a strategy designed to assist in closing the performance achievement gap at the high school level among the most at-risk students.**

Specific Objectives:

1. Define and implement one high school group tutoring project focused on improving GPA, TAKS performance and attendance of at-risk students.
2. Create a sustainable, standardized one on one tutoring development program.

Deliverables:

The Greater Austin Chamber has established at least one high school group tutoring study group at

Crockett High School, which has a high percentage of at risk students.

Attendance rate is % 65 65.

The Greater Austin Chamber has trained at least 25 tutors to work with students individually and/or in groups.

The number of tutors trained is 120

---

**Opportunity Austin Campaign**  
**Greater Austin Economic Development Corporation**  
**Agreement Year 10, January 15, 2014 - January 14, 2015**  
**3<sup>rd</sup> Quarter Report**

RECEIVED

NOV 14 2014

CITY OF AUSTIN - ED

**C. Clean Energy Technology Business Development**

**Attract/ recruit clean energy technology businesses and related support businesses to Austin.**

**Specific Objectives:**

1. Develop a strategy to determine initial focus for attracting clean energy technology businesses.
2. Hire staff to focus on implementing business attraction strategy.

**Deliverables:**

yp The 2014 updated Clean Energy Technology Business Attraction Strategy has been provided to the City.

yp The Chamber continues to employ a full-time economic development professional to implement strategy.

W Attached are marketing materials targeting the clean energy industry, including details about distribution between July 1 and September 30, 2014.

yp Attached is a report of economic development activities associated with clean energy prospects from July 1 through September 30, 2014, including statistics related to the activities.

**Living Wages and Benefits (Section 11.I of agreement)**

yp All Chamber employee assigned to this Contract receive an hourly wage of at least \$10.

yp All Chamber employees assigned to this Contract receive health insurance with optional family coverage.

**Certification**

I hereby certify that the above information is correct and accurate pursuant to the terms of this Agreement.

Dave Porter

10/31/14

Signature of Greater Austin Economic Development Corporation President

Date

**Dave Porter**

Printed Name



### Council Question and Answer

Related To	Item # 33	Meeting Date	December 11, 2014
------------	-----------	--------------	-------------------

### Additional Answer Information

**QUESTION:** Please provide information on the previous loans funded through this program. COUNCIL MEMBER SPELMAN

**ANSWER:**

Borrower	Council Approved	Final Loan Amount	Number of Jobs to be Created
Shady Spring Enterprise, Inc. (Rosa Santis)	May 23, 2013	\$150,000	12
Eastern Diner, LLC (Sawyers & Co.)	August 8, 2013	\$519,000	19
11E5 LLC. (Farmers Market)	February 11, 2014	\$333,829	14
Sweet Victoria (Eat Bi Mi)	*February 25, 2014	\$35,000	1
Eastside Music School	*September 24, 2014	\$35,000	1
1707 Airport Commerce LLC (Home2Suites)	November 6, 2014	\$402,000	48
	<b>Totals:</b>	<b>\$1,474,829</b>	<b>95</b>

\*Micro-loans below administrative limit.



### Council Question and Answer

Related To	Item # 62	Meeting Date	December 11, 2014
------------	-----------	--------------	-------------------

### Additional Answer Information

**QUESTION:** The Republic Square Partnership Agreement Summary of Key Terms and Conditions indicates revenues generated from the park will partially offset the costs of operations and capital repairs. 1) Will 100% of revenues be applied toward operations and capital repairs? 2) What percent of operations and capital repairs are projected to not be met by revenues? 3) Please add the proposed agreement to backup. COUNCIL MEMBER MORRISON

**ANSWER:** The Republic Square Partnership Agreement Summary of Key Terms and Conditions indicates revenues generated from the park will partially offset the costs of operations and capital repairs.

**1) Will 100% of revenues be applied toward operations and capital repairs?**

- a) **Operations:** DAA shall apply one hundred percent of the revenues towards the maintenance and operation of the Park (Section V. C. 18 & Section VI. C. 1), with the exception of funds diverted into a Capital Repair Fund. (Section VI.C.4).
- b) **Capital Repairs:** The City will pay for all capital repairs (Section V. C. 8). In addition, the City and/or DAA may create a Capital Repair Fund to finance future Capital Repairs. Allocation to the fund is at the discretion of City Council and/or DAA's Board of Directors (Section VI.C.4 ).

**2) What percent of operations and capital repairs are projected to not be met by revenues?**

- a) **Revenues:** Estimated operation and maintenance costs at build out are \$300,000 annually. This figure will be refined with input from outside consultants (ETM Associates) under contract to the DAA. The Parties through the design process (Section IV), Management Plan (Section V. B), and Annual Programming Plan (Section V. B. 3), will determine the type, frequency, suitability and scope of programming that can be implemented to generate revenue. The Annual Programming Plan will further inform the revenue generating program for this park.

It is anticipated that there may be a gap between revenue and O&M costs. The DAA is responsible for funding and administrating the operation and maintenance of the Park (Section V A.); therefore, with the exception of the City contributions noted below, it is the obligation of the DAA to generate revenue to close any gap between revenue and costs.

The City's contribution to the operation and maintenance of the Park are limited to:

- i) The City will provide a baseline of maintenance services in the Park including mowing, weeding, power blowing and trash removal and disposal (Section VI. A. 1);
- ii) The City will submit a baseline payment for Utilities in connection with the operation and maintenance of the Park to DAA (Section VI. C. 3).
- b) **Capital Repairs.** The City will pay for all capital repairs as noted above (1 (b)). The Management Plan, with continued oversight by the Management Committee, will establish the capital repair budget and detailed implementation process.



### Council Question and Answer

Related To	Item #64	Meeting Date	December 11, 2014
------------	----------	--------------	-------------------

### Additional Answer Information

**QUESTION:** Please provide information regarding any additional charges that are incurred when a vehicle is impounded including any impoundment fees, nightly storage fees, or any other applicable charges. Does State Law allow cities to limit these fees? If so, does the City of Austin currently have any regulations that apply to fees related to non-consent towing? COUNCIL MEMBER MARTINEZ

**ANSWER:** When a vehicle is impounded it is normally taken to a Vehicle Storage Facility. The Texas Occupations Code section 2303.155 allows a Vehicle Storage Facility to charge certain fees associated with an impound. The charges allowed by state law are as follows:

- Impound fee \$20.00
- Storage Fee \$20.00
- Notification Fee may not exceed \$50.00. This fee is charged after the first 24 hours and before the fifth day of storage.

Currently State law does not allow a city to regulate any fees or rules associated with a Vehicle Storage Facility.

The City of Austin Towing Ordinance 13-6 regulates non-consent towing in the City of Austin. The ordinance regulates non-consent towing fees and rates. The following are the regulated fees:

That there is established the following maximum fee schedule for non-consent tows by a towing business:

(A) Maximum towing fees:

- (1) Vehicles 10,000 pounds or less: \$ 150.00
- (2) Vehicles in excess of 10,000 pounds, but less than 26,000 pounds: \$ 400.00
- (3) Vehicles in excess of 26,000 pounds: \$ 800.00
- (4) "Fully Prepared for Transport" fee: \$ 50.00

(B) The following additional fees may be charged if verified by the peace officer in charge of the accident scene:

- (1) Exceptional labor such as clearing debris: \$35.00 per hour. Exceptional labor does not include normal hook-up procedure or routine cleanup not to exceed 30 minutes, and does not include the disposal of classified hazardous waste or vehicle cargo.
- (2) Winching, one-hour minimum, only if normal hook-up is not possible because of conditions or location of vehicle: \$35.00 per hour.
- (3) Wait time: \$15.00 per hour, if it exceeds 30 minutes from time of arrival at accident scene.





## Council Question and Answer

Related To	Item # 68	Meeting Date	December 11, 2014
------------	-----------	--------------	-------------------

### Additional Answer Information

**QUESTION:** Can you provide additional information regarding how this will help innovate City Departments. Also, what is Visual SenseMaking? COUNCIL MEMBER MARTINEZ

**ANSWER:** The first 12 months of the innovation office is focused on developing the skills to support innovation. Because ideas are often not successful on their own, the Innovation Office is investing in the following skills that increase the likelihood of ideas making it through implementation:

1. the ability to connect ideas to problems worth solving;
2. the ability to research ideas;
3. the ability to refine, recombine, and prototype ideas;
4. the ability to determine how to make an idea viable; and
5. the ability to pitch those ideas to those who must invest in them.

In fiscal year 14, the Innovation Office focused on skills # 1 and # 4, and # 5. For skill # 1, the Innovation Office tested out the Humantific Complexity Navigation program, which is an adaptable skill-building system geared towards helping innovation leaders in an organization navigate the complexity of constantly changing challenges and opportunities. The first module of their program is Strategic Co-Creation, where 15 employees were trained in facilitation skills that help them lead diverse, multi-disciplinary teams in finding solutions to complex problems.

Item 68 on the City Council December 11 agenda requests the ability to continue with the second and third module of the Complexity Navigation program, in order to refine skill # 1, build skill # 2 and # 3. The item also includes a “train-the-trainer” workshop that empowers the 15 employees to teach introduction to innovation, which is essential to creating a common language, expectations, and behaviors that support innovation.

Module two is **design research**, which is an action-based research specifically undertaken to support the discovery of underlying challenge, inform the strategic design of new processes, systems, products, services, and programs. Design research places emphasis on understanding group attitudes and behaviors towards specific products or offerings, and goes deeper than traditional surveys or focus groups. By employing a variety of qualitative and quantitative methods, a design researcher can capture a holistic picture of human reality that is both scientifically rigorous and richly descriptive.

Module three is **visual sense-making**, or the activity of making sense of ambiguous complex situations through visual methods and tools, including words, drawings, diagrams, charts, and graphs. The workshop helps participants visualize and communicate the dynamics of organizational situations, systems, processes, challenges, and opportunities that impact innovation.

Participants in these workshops come from approximately 12 different City Departments. The feedback from the first workshop was enthusiastic; employees enjoyed working with colleagues from other Departments, and have begun using these methods in efforts to create the Digital Inclusion Strategic Plan, facilitate implementation efforts for the Climate Change Action Plan and Imagine Austin, facilitate multi-disciplinary teams related to the topic of household affordability, and also the Innovation Zone.



### Council Question and Answer

<b>Related To</b>	Item #127	<b>Meeting Date</b>	December 11, 2014
-------------------	-----------	---------------------	-------------------

### Additional Answer Information

**QUESTION:** What specific infrastructure improvements will this fund? What is the timeline? COUNCIL MEMBER SPELMAN

**ANSWER:** The City of Austin completed a study of the Airport Boulevard Corridor through the Airport Boulevard Corridor Development Program. The study developed recommendations for short, mid, and long term-improvements. The total costs for the recommended short and mid-term improvement are:

Short-term Improvements	\$ 1,896,000
Mid-term Improvements	<u>\$19,714,000</u>
Total	\$21,610,000

Attached below are the pertinent sections of the Corridor Report showing the recommended improvements as well as their costs.

# RECOMMENDATIONS



## INTRODUCTION

The focus of this planning effort has been to create a long-term vision for the corridor. However, the outcomes of this document go beyond defining a vision by establishing a program of recommended improvements and policy revisions that make incremental steps towards achieving the overall vision. The following section includes both short- and medium/long-term recommendations for consideration as future funding opportunities arise, whether local, regional, or national.

### SHORT-TERM RECOMMENDATIONS

Quick implementation of improvements within the corridor can help to show progress in the wake of a significant public outreach effort, while also helping to move traffic in a more efficient manner throughout the corridor. Since intersections are one of the most significant factors controlling a corridor's overall mobility, properly planned intersections and evaluation of new types of intersection control will assist in making incremental steps toward the ultimate vision for the corridor. Improvements to intersections have been a focus of the Airport Boulevard Corridor Development Program, given the desire of the community to maintain a 4-lane configuration of the roadway.

In defining projects that could be implemented within the near term, the Project Team focused on relatively low-cost solutions that could be accomplished within the existing right-of-way, that would help move all users more efficiently through and across the corridor, and that would ultimately establish the transportation patterns desired for the long-term vision for the corridor. Each of these projects would need to meet the standards set forth within the City's signal Warrant Analysis and should be examined within that framework before modifications/additions are made. The Project Team also recommends preliminary and final design in the short term at two segments along Airport Boulevard to act as pilot projects for the remainder of the corridor — the section near Highland Mall, and the section from 46th Street to Wilshire/Aldrich that crosses under I-35.

- Airport @ Highland Mall Entry Plaza — Add a Pedestrian Hybrid Beacon
- Airport @ Koenig — Removal of the free right turns at all legs of the intersection to slow traffic in the turns and improve the predictability of traffic movements for pedestrians and cyclists. This recommendation also improves pedestrian and bicycle safety in crossing the combined intersections. This will require coordination with TxDOT.



- Airport @ 55th — Add a Pedestrian Hybrid Beacon (Full Signal in Long-Term)
- Airport @ 53 ½ — Modify signal timing to accommodate traffic patterns
- Airport @ 51st — Replace Signal Controller Cabinet for improved coordination with transit considerations. This improvement has been completed.
- 51st @ Clarkson — Remove Signal. This improvement has been completed.
- Airport @ 46th — Add a Pedestrian Hybrid Beacon or full signal
- Airport @ 45th — Implement indirect-left treatment, with left turning restrictions implemented at 45th.
- Airport @ Wilshire/Aldrich — Add a second southbound left turn lane on Airport to eastbound Aldrich and second westbound left turn lane on Aldrich to southbound Airport
- Airport @ 40th — Add a Pedestrian Hybrid Beacon
- Airport @ Zach Scott — Add a Pedestrian Hybrid Beacon for increased pedestrian and bicycle connectivity across Airport Boulevard. (Full Signal in Long-Term)
- Airport @ Manor Road — Add an eastbound right turn bay and modify signal timing to accommodate protected permitted left turn movements
- Airport @ MLK Boulevard — Realign northbound and southbound left turn bays while adding a second southbound left turn lane; modify signal timing to allow protected permitted left turn movements to improve peak hour LOS.
- Airport @ 12th Street — Modify signal timing to allow protected permitted left turn movements
- Airport @ Location North of Oak Springs Drive — Add a Pedestrian Hybrid Beacon at this high pedestrian crossing location
- Airport @ Springdale Road — Modify intersection to accommodate eastbound shared left and dual-through with a right turn bay, and westbound shared-left and dual through with a shared right and dedicated right. Modify signal timing to accommodate this proposed intersection geometry.
- Coordination with TxDOT regarding the pavement markings necessary to denote the shoulder as a bicycle facility from MLK to Levander Loop.
- Sidewalks: There is a corridor-wide need for additional sidewalk improvements at selected locations. When the above intersection improvements are designed, additional field information regarding presence and condition of sidewalks should be used in determining the approach to meeting this need. Additionally, TxDOT is planning on constructing sidewalks along a section of the corridor that runs from 12th Street to Levander Loop in order to provide pedestrian accommodations in areas where there are currently none available. This project is currently planned for the 2013 Fiscal year, which indicates that funding is available.



## MEDIUM/LONG-TERM RECOMMENDATIONS

Medium and Long-Term projects will require significant amounts of coordination, planning, design, and ultimately funding in order to become a reality within the corridor. Construction of new bicycle and pedestrian improvements, as well as implementation of the roadway vision established for the corridor, will also require associated drainage and stormwater improvements, which will add to project lead times and require additional planning, engineering and design. Planning for these drainage solutions in conjunction with redevelopment efforts may create the opportunity for the creation of regional detention facilities that meet public and private needs.

Medium and Long-Term projects are distinguished from each other by funding availability and by balancing the priorities established as a part of the Austin Strategic Mobility Plan related to: corresponding changes in the development pattern; dual purpose projects that would require construction within the corridor's cross-section such as Urban Rail or major utility work; and targeted locations for reinvestment that are established as pilot projects by the City. Funding for further engineering and design of selected sections could be included in future calls for projects or bond program development, to allow for these improvements to be shovel-ready once a viable source of funding is present. Engineering plans for all sections of the corridor are included here as medium-term recommendations. Engineering for the section near Highland Mall (included as part of the Upper Airport Boulevard initiative) and the section from 46th Street to Wilshire/Aldrich that crosses under I-35 (which is also addressed as part of the I-35 Corridor Development Program) can be accomplished with high priority to support the redevelopment of Highland Mall.

## MEDIUM TERM

- Design the remaining sections of the corridor, including corridor-wide drainage and stormwater improvements. A "shovel-ready" project has a number of advantages including:
  - The project's implementation can be easily phased; and
  - The project is a more attractive candidate for future funding because it is already designed.
- Construction of the pilot projects designed in the short-term – the section near Highland Mall, and the section from 48th Street to Wilshire/Aldrich that crosses under I-35.





## **LONG-TERM**

- Construction of the entire multi-modal corridor in conjunction with the overall vision, in a manner that promotes further involvement of land owners, businesses, and residents.
- Safety improvements such as channelized left turns, innovative intersection alternatives, medians (exact locations of medians should be determined during the design phase in conjunction with adjacent landowners and businesses), and pedestrian and bicycle facilities.
- Removal of the grade-separated pedestrian crossing near the intersection of Goodwin and Airport. In conjunction with the removal, construct high visibility at-grade crossing with signage to indicate a heavy pedestrian crossing location.

## **OTHER REGIONAL RECOMMENDATIONS**

In addition to the improvements to the Airport Boulevard corridor, there are several regional recommendations that should be considered. While not specifically part of the design and construction of Airport Boulevard, they will improve regional mobility, and both air and water quality.

- City of Austin participation with the Mall developers to provide a regional water quality system that treats the greatest upstream area possible.
- Construction of improvements along intersecting and adjacent roadways that will enable Airport Boulevard to be constructed according to the corridor vision. This may include City participation in other regional projects, such as I-35 improvements, that will help to alleviate congestion along Airport Boulevard.
- Implementation of the Urban Rail Program to create a modal shift in the travel patterns of the area, allowing Airport Boulevard to maintain the desired 4-lane configuration.
- Relocate the existing rail station at W Highland Mall Blvd. to be directly across from the proposed, tree lined and main entrance to the Highland Mall Redevelopment. A new transit center will seamlessly integrate the various modes of transportation in the optimal location – across from the Mall promenade.
- Construct a grade-separated rail crossing at Airport and North Lamar. The MetroRail service would be elevated above the intersection, with provisions for cyclists and pedestrians within the elevated structure as well as on the ground. Freight trains would continue to cross the intersection at grade.



**Airport Boulevard**  
**Preliminary Roadway Project Cost Projection**



**Kimley-Horn**  
**and Associates, Inc.**

<b>Project Cost Summary:</b>					
<b>Section:</b>	<b>Limits:</b>	<b>Short Term</b>	<b>Mid Term</b>	<b>Long Term</b>	<b>Ultimate Cost</b>
Section 1	Lamar to Denson	\$ -	\$ 835,000	\$ 8,495,000	\$ 9,330,000
Section 2	Highland Mall area	\$ 571,000	\$ 5,249,000	\$ -	\$ 5,820,000
Section 3	Koenig to 53 1/2	\$ 450,000	\$ 452,000	\$ 4,148,000	\$ 5,050,000
Section 4	53 1/2 to 48th	\$ 6,000	\$ 577,000	\$ 5,867,000	\$ 6,450,000
Section 5	48th to I-35	\$ 58,000	\$ 4,702,000	\$ -	\$ 4,760,000
Section 6	I-35 to Aldrich	\$ 426,000	\$ 4,494,000	\$ -	\$ 4,920,000
Section 7	Aldrich to MLK	\$ 285,000	\$ 1,188,000	\$ 11,797,000	\$ 13,270,000
Section 8	MLK to Levander Loop	\$ 100,000	\$ 2,217,000	\$ 22,443,000	\$ 24,760,000
<b>Project Cost TOTAL:</b>		<b>\$ 1,896,000</b>	<b>\$ 19,714,000</b>	<b>\$ 52,750,000</b>	<b>\$ 74,360,000</b>

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.







## Council Question and Answer

Related To	Item # 187	Meeting Date	December 11, 2014
------------	------------	--------------	-------------------

### Additional Answer Information

**QUESTION:** Where is fishing allowed on Lady Bird Lake? COUNCIL MEMBER SPELMAN

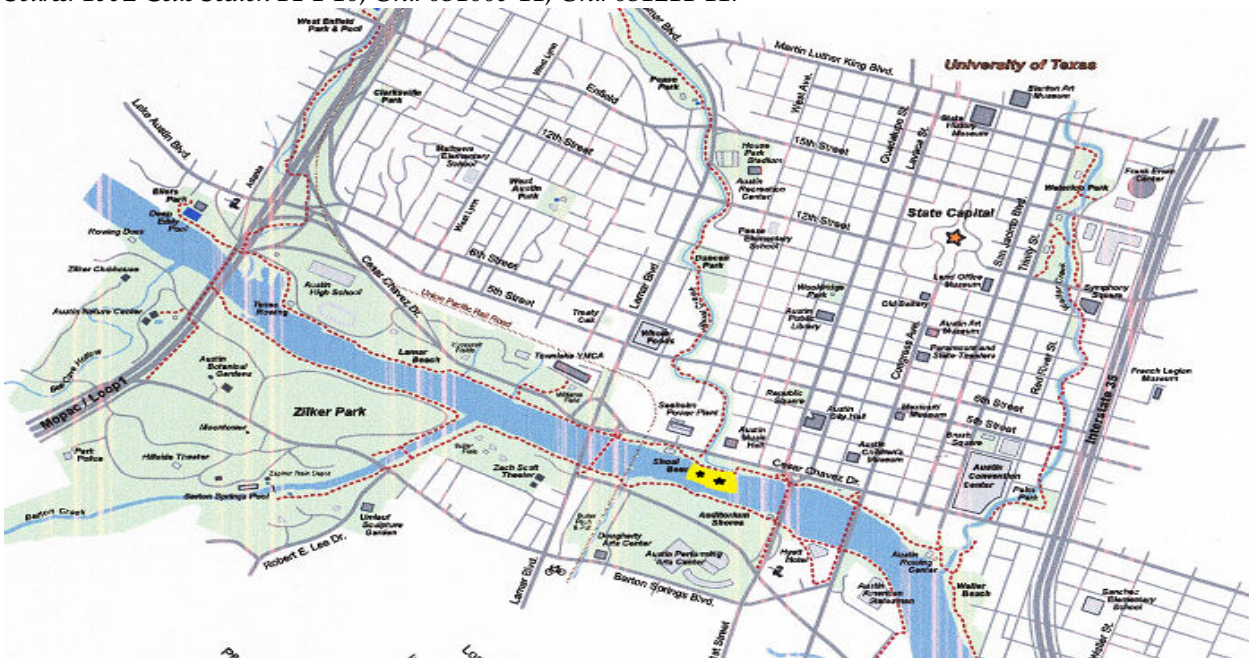
**ANSWER:** Please note that staff has requested postponement of this item to the February 26, 2015 Council meeting to allow for further public engagement.

Fishing is permitted on all 10 miles of the banks of Lady Bird Lake except a small section adjacent to the Seaholm intake facility. See code 8-5-42 and map below.

#### § 8-5-42 - FISHING IN TOWN LAKE

*A person may not fish in the portion of Town Lake that is bounded by a line from the center of Town Lake to the mouth of Shoal Creek on the east, the shoreline of Town Lake on the north, the railroad bridge immediately west of Shoal Creek on the west, and center of Town Lake on the south.*

Source: 1992 Code Section 14-1-10; Ord. 031009-11; Ord. 031211-11.



Fishing is also prohibited on any bridge that crosses the Colorado River. The Boardwalk does not fall under this code as it does not cross the Colorado River. See code 8-5-43 below.

#### § 8-5-43 - FISHING FROM Colorado River BRIDGES

*A person may not fish from a bridge that crosses the Colorado River.*

Source: 1992 Code Section 14-1-7(A); Ord. 031009-11; Ord. 031211-11.





### Council Question and Answer

Related To	Item # 210	Meeting Date	December 11, 2014
------------	------------	--------------	-------------------

### Additional Answer Information

**QUESTION:** On a vote of 6-1, Council approved allowing the Trail of Lights to charge a \$5 fee of on weekend nights. Please explain whether the agreement allowed the Trail of Lights to charge a \$25 fee for the preview party, and if so, please point to the specific clause in the original document. If not, please explain why that charge was not required to be formally approved. If the preview party falls under the category of "fundraising," please explain how the formal agreement between the TOL Foundation and the City of Austin distinguishes between regular entrance fees and "fundraising" fees. COUNCIL MEMBER TOVO

**ANSWER:** On March 1, 2012 City Council approved a recommendation for action directing the production of the 2012 Trail of Lights. Specifically, the RCA stated the event "recognized the need to generate funding for this event, the foundation proposes to conduct a major fund raising campaign to reimburse the City of Austin for all direct costs associated with the production of this event." The City Council approved action also included specific requirements that the foundation will raise funds to cover all direct costs by the City of Austin. This would include staff costs for APD, EMS, PARD, Austin Energy Departments, and Austin Resource Recovery. Other examples of direct costs include marketing, website management, electrical installations, barricade costs, event construction and installations.

On March 21, 2013, City Council directed staff to negotiate and execute a 5 year agreement for the Trail of Lights Event, which was assigned to the Trail of Lights Foundation after City Council action in August, 2013. Both contracts require the foundation to fund all costs required to produce the annual event in every capacity from transit, lighting, design, staffing, shuttles, coordination of logistics and permitting with the City of Austin, equipment, rentals and related similar event support in the same manner as the 2012 contract.

The executed contract does not dictate, contractually limit or create specific parameters on fundraising mechanisms, types, or amounts, but fully holds the Foundation accountable for acquiring sufficient funding. As such, charging sponsors for activations, access or grounds use prior or during the public event schedule, and coordinating vendors and concessionaires are all in compliance with the contract. Further, the TOL contract does not establish or impose limits on the dollar amounts of sponsor/donor fundraising levels for the event.

It should be noted that the City also relied on large corporate sponsors donations in years past. In both cases, when managed by either the City of Austin or Trail of Lights Foundation, a preview party was hosted for those corporations and individuals who had sponsored the Trail of Lights at all levels. The COA-hosted preview parties for media and sponsors used to occur on both the Friday before and the opening day of the Trail of Lights.

The Foundation sought to enhance fundraising by extending tickets to the "preview party" (scheduled before the official TOL opening) to individual sponsors (non-corporate entities). It provided an opportunity for persons or smaller companies could not afford to sponsor the event at a corporate level, a mechanism to raise needed funds on a more (smaller) individualized level.

The City of Austin contract requirement with the Trail of Lights Foundation stipulates the Foundation as solely responsible for fully funding all expense requirements of the event, including a pre-event deposit to the City of Austin to cover anticipated minimum city expenditures for staffing. The 5 year agreement states:

## **Contract Sections:**

### **Findings and Statement of Public Purpose, paragraphs 4, 5, and 8:**

WHEREAS, further, the Organizer will seek sponsors to fund the Event, will plan, design, produce, market, and manage the multi-night Event; and

WHEREAS, it is the intent of the parties for the Organizer to solicit sponsorships and donations, and except for permit fees waived in this Agreement, the City shall be reimbursed for all actual costs to ensure the Event is not produced with City funds; and

WHEREAS, it is critical that a co-sponsorship agreement be established for the foundation to undertake a major fund raising campaign to guarantee corporate funding to help ensure a stable future for the Trail of Lights; and

### **Section 7 Special Provisions, 1:**

Organizer will fund and produce a multi-night holiday event(s) described in this Agreement, and shall satisfy permitting and review requirements by all City regulatory departments, including for example but not limited to: Austin Parks and Recreation, Austin Police, Austin Emergency Medical Services, Austin Transportation, Austin Fire, Austin/Travis County Health and Human Services, Austin Convention Center and Solid Waste Services Departments prior to the commencement of the Event. In addition, agencies such as Texas Department of Transportation, Capital Metro or other vested jurisdictions may have regulatory oversight. Organizer will raise funds to cover all direct costs by the City. Examples of direct costs include electrical installations, barricade costs, event construction and installations. Organizer shall procure required mass transit services at its sole cost. The parties agree that the event that Organizer is unable to meet its fundraising goals described in subsection A. below, the Organizer and City will determine the scale of the Event and the Organizer will deposit funds with the City accordingly in order to co-produce a smaller holiday event(s)....

### **Section I, C:**

As part of the agreement, the foundation must present the traditionally expected public event night schedule request for the upcoming year's events for the 2013 -2017 event years.

The 2014 public event contractual schedule is December 6-21, 2014, following the traditional schedule. This schedule includes conducting the run the Saturday after the Zilker Holiday Tree Lighting, followed by Trail of Lights opening Sunday, 7 pm – 10 pm daily. The schedule was vetted first through City Austin Center for Events team, and then secondly through area stakeholder communications. This included communicating the intent it to host the traditional sponsor preview party, along with limited opportunities for sponsors to help support the Trail of Lights at the preview event. The preview event, when it was conducted by the City of Austin, was not open to the public at large and was offered to the sponsors as a free night to attend. In alignment with sponsorship best practices, it was a night for sponsors or donors to attend for supporting the financing of the public event nights.



### Council Question and Answer

Related To	Item # 221	Meeting Date	December 11, 2014
------------	------------	--------------	-------------------

### Additional Answer Information

**QUESTION 1:** Do the provisions listed in paragraph 2 apply to all public-private agreements for developments on city-owned property? For example, would Trammel Crow have had to agree to these provisions in order to develop Green, or Stratus to develop Block 21, or Post to develop the Poleyard site on W. 3rd Street? COUNCIL MEMBER RILEY

**ANSWER 1:** The provision in paragraph 2 would apply to a company that has an agreement with the City under the following conditions:

1. The agreement is a public-private agreement for development on City-owned property; and
2. The City has provided incentives to the company.

The nature of public-private partnerships/agreements is that each party agrees to take certain actions for the mutual benefit of both parties. If the public-private partnership/agreement contains a provision for incentives, then the agreement will explicitly cite such incentives. An agreement that contains the provision of incentives may also reference the use of Chapter 380 of the Local Government Code as the municipal authority to provide such incentives.

The agreement between the City and Stratus for Block 21 was a land transaction and not a public-private partnership and did not contain any incentives. The agreement between the City and Trammel Crow for Green was also a land transaction and did not contain any incentives. The development of the Poleyard was a lease agreement. There were a few months for which the developer was not required to pay rent; however, that was a standard lease arrangement at that time. It was not considered an incentive.

**QUESTION 2:** Paragraph 4 seems to relate to a subset of the projects that are covered by paragraph 2- could you describe a project that would be covered by paragraph 4, but would be outside the scope of paragraph 2? COUNCIL MEMBER RILEY

**ANSWER 2:** The provision in paragraph 4 would apply to a company that has an agreement with the City under the following conditions:

1. The agreement is a public-private agreement for development on City-owned property;
2. The City issues tax increment financing (TIF) debt for the development; and
3. The City has provided incentives to the company.

A project covered by this paragraph would be the Seaholm Project. Within the Seaholm Project agreement, the term "incentives" is clearly spelled out, and the incentives are enumerated within the agreement. The City will issue TIF debt for the Seaholm Project.

Paragraph 2 and 4 are similar, with the exception that Paragraph 4 reinforces the point that the use of TIF debt is a condition for prohibiting the protest of property tax valuations. Paragraph 4 aligns with the recommendation provided by the Economic Development Department in September 2014.