



FEBRUARY 7, 2019

## Questions and Answers Report



Mayor Steve Adler

Mayor Pro Tem Delia Garza, District 2

Council Member Natasha Harper-Madison, District 1

Council Member Sabino "Pio" 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 Paige Ellis, District 8

Council Member Kathie Tovo, District 9

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 Item #3:** Authorize entry of an Agreed Final Judgment and Order in Austin Country Club v. City of Austin, cause No. D-1-GN-17-006525, relating to land use and environmental regulations applicable to Austin Country Club's 179-acre tract located in Northwest Austin, at 4408 Long Champ Drive. Related to Item #37.

**QUESTION/ANSWER:** Council Member Alter's Office

1) *What did staff originally determine were the impervious cover limits for this site under current code?*  
Under current code, the impervious cover limits are 20% net site area, or approximately 18.8 acres.

2) *What is current impervious cover on the site?*  
Current impervious cover on the site is estimated to be approximately 18 acres.

3) *What are the differences in the entitlements allowed via this agreement with respect to what would have been allowed or prohibited under the Hill Country Roadway ordinance?*  
The proposed agreement does provide some modifications to the Hill Country Roadway ordinance. In general, under the Development Terms, the project will comply with the FAR limitations of the current low-intensity zone regulations with density bonus. The agreement includes an exception to increase the height in the Club House District from 40 feet to 50 feet. Additionally, there is an exception to allow a small security building in the Entrance District that might be located closer than 100 feet from the ROW based on site constraints. The landscape and vegetative buffer requirements in Chapter 25-2, Subchapter C, Article 9, Division 3 will not apply in the Club and Marina Districts and has a limited application in the Golf District.

4) *What is the slope at the driveway? Is this an expansion of the existing driveway that is a secondary driveway now, or is this an additional driveway? Has the Texas Department of Transportation approved this driveway, or how and when will they be involved in the approval process? Will the driveway on 360 be the primary driveway?*  
The proposed driveway to Loop 360 is a new driveway access. It is our understanding from the applicant that this driveway could become a primary entrance for the project. Although City staff have not consulted with TxDOT on this proposed driveway, the applicant has represented that their conversations with TxDOT received a favorable response. The approval of the driveway will be reviewed by TxDOT as a part of the site development permit process. The applicant has not completed a detailed design of the driveway and the slope of the driveway is not known at this point in the process.

5) *Regulatory Provisions section G. Please provide additional information about how and why the TIA*

would be "limited scope"?

At the time of the 1982 plat, the City did not require contributions to offsite transportation impacts as currently required under Chapter 25-6. The provisions negotiated by staff would require a TIA to assess impacts that affect safe operating conditions, which is a narrower range of potential improvements than developers would be required to fund today. The agreement to a limited scope recognizes that the access to the site is limited to the one point of access at this time.

6) *Regulatory Provisions, F, Height. Are structures planned for the Entrance District in the first 100 feet?*

A detailed site development plan has not been provided by the applicant. It is anticipated that the small structure being proposed will be placed as far away from the ROW of Loop 360 near the proposed access gate on the new driveway. Staff has asked for clarification from the applicant on the proposed entrance design.

7) *Regulatory Provisions, section I. Is the Marina district subject to the Lake Austin Zone? Is Fire protection required if they provide fuel service? How will that be addressed?*

The site is not Lake Austin zoning or subject to the Lake Austin Overlay. Fire protection requirements would be determined at the time of site development permit application.

8) *Please provide additional detail on how staff believe this agreement would "potentially ease traffic in the surrounding neighborhood."*

The agreement has been structured to incentivize the timing of the construction of the proposed entrance driveway to Loop 360. Construction of the driveway to Loop 360 will provide a primary access for the project from a major highway eliminating a significant amount of traffic from Long Champ Drive entrance gate within the neighborhood.

9) Please provide additional detail on the potential commercial and residential uses that would be permitted on this property.

The regulations established in the "Development Terms & Conditions" would apply to any of the uses listed in the "Land Use Table", provided that they are permitted under the base zoning regulations applicable to the property.

For some of the other commercial and residential uses listed in the table, such as condominium residential, the use would only be permitted if Austin Country Club were to obtain a rezone. The Development Terms specifically provide that, while Austin Country Club can always apply for rezoning, the City has no obligation to approve a rezone.

For further comparison, see the attached table that outlines the current uses allowed under the Property's current zoning and the uses that would be allowed under the Development Terms.

10) *Would the new "Entrance District" (new entrance/exit off 360 near the Pennybacker bridge) of the proposed development be possible under current code?*

Under the current Land Development Code, the transportation regulations would permit the driveway subject to approval by TxDOT. However, without specific design documents for review the construction of the entrance driveway would most likely require variances from cut and fill, construction on slopes, critical water quality zones, and floodplain modification prior to approval.

11) *How does the construction on slope compare to current code?*

Current code would be more restrictive in terms of development allowed on slopes. Current code restricts construction of a roadway or driveway on slopes more than 15% unless necessary to provide primary access to at least 2 contiguous acres with a gradient of less than 15% or building site with at least 5 residential units. Current code prohibits constructing a parking area on a slope more than 15%, prohibits constructing a building or parking structure on a slope of more than 25%, and provides limitations (see 25-8-302) on constructing a building or parking structure between 15% and 25%. The Development Terms propose restrictions consistent with Ordinance 800103-N.

12) *What does the iii Subsurface Parking facility mean in practice?*

A parking garage built below the existing grade of the land, with soil and vegetation on top of the garage that would potentially be utilized for a golf driving range. This provision mirrors current code 25-8-63 (C) 11.

13) *C ii. B. - is this provision about removal cumulative or just at any given time for the project?*

This provision is in addition to the requirements of the protected tree ordinance which are directly incorporated into the Development Terms. In addition, at least 25% of the heritage trees located in the Golf District shall be preserved.

14) *Please provide additional detail on the meaning of the Outdoor entertainment clause on I-III.*

The inclusion of Outdoor entertainment in the Maria District is intended to allow the applicant the ability to develop a use that may contain an outdoor entertainment use subject to the restrictions of the noise ordinance.

15) *Is the sale of alcoholic beverages currently permitted in the golf district?*

Yes.

16) *Are hotel and bed and breakfast uses currently permitted at this site?*

In the portion of the site zoned CR Community Recreational" a hotel is a conditional use and bed and breakfast is a permitted use. In the portion of the site zoned Commercial Liquor Sales, CS-1, a bed and breakfast and hotel are permitted uses.

17) *Are commercial uses, congregate living, multi-family residential currently permitted?*

In the portion of the site zoned CR Community Recreational" congregate living and multi-family residential are not permitted uses. In the portion of the site zoned Commercial Liquor Sales, CS-1, congregate living is permitted but multi-family is not a permitted use.

18) *Please provide additional detail on the meaning of Part 3 C II.*

The Development Terms grant specific entitlements to the Project that supersede any conflicting provisions of the City's Land Development Code. Regulations that are not specifically superseded will be liberally construed by staff to permit the development to occur in a manner consistent with the letter and spirit of the Development Terms. Otherwise, current code will apply.

19) *When would a project ever be considered complete? Where is that defined?*

Applicable law contemplates that, once a project is complete, further development cannot avail itself of vested rights under Chapter 245. The statute does not define project completion.

20) *Please provide additional detail on the meaning of Part 3 E II.*

The overall intent of this language is to describe the point at which the project will be deemed complete, such that further development or redevelopment will be subject to current regulations. Construction work in progress would be allowed to be completed in compliance with the permits issued.

21) *Please provide additional information as to the method of tracking impervious cover. Who will be responsible for tracking the impervious cover and how will it be tracked? Please indicate where that is codified in the agreement.*

The impervious cover will be tracked through a table on a master site development plan maintained by Development Services Department. The exact location of this provision in the Development Terms is still being negotiated by Staff.

22) *Would approval of this item allow for restaurants or restrooms on or near the Colorado River?*

Yes, but any development for these uses would only be located on land and not allowed over the water

23) *Provide a comparison between 1982 regulations, current code, and the proposed Development Terms.*

See attached table.

24) *Please provide a list of the uses currently permitted or conditional on this site that would be subject to the terms of this agreement.*

See zoning use summary table.

25) *Please provide a list of the uses currently permitted or conditional on this site which would not be subject to the terms of this agreement.*

See zoning use summary table.

26) *Please provide a list of the uses which are not currently permitted or conditional on this site but would be subject to the terms of this agreement should the property be rezoned in the future.*

See zoning use summary table.

**QUESTION/ANSWER:** COUNCIL MEMBER POOL'S OFFICE

1) *Did the Austin Country Club request a Chapter 245 ("grandfathering") determination from our city staff? If so, what was staff's determination on the issue of vested rights?*

The City has stated that the project is "complete" for purposes of Chapter 245 and issued formal findings to that effect. Austin Country Club's lawsuit challenges that determination. The proposed Development Terms & Conditions are intended to find a compromise position.

**Agenda Items #20, #21: Item 20:** Authorize negotiation and execution of an interlocal agreement with Travis County for the City to administer the 2017 Justice Assistance Grant Program. **Item 21:** Authorize negotiation and execution of an interlocal agreement with Travis County for the City to administer the 2018 Justice Assistance Grant Program.

**QUESTION/ANSWER:** COUNCIL MEMBER KITCHEN'S OFFICE

- 1) *Are the Justice Assistant Grants annual or regularly recurring? If so, how long have we been accepting JAGs, and at what amount per year?*

The City of Austin has received entitlement funding as a unit of local government for decades and has also received competitive funding via the State of Texas Governor's office from time to time. A match is not required for the grant but we are required to share our entitlement funding with Travis County since the county is considered a disparate jurisdiction.\* The City is also required to negotiate and execute an inter-local agreement with Travis County each award year. An entitlement is offered each year but the grant period runs for four years.

\*A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program was created as part of the Consolidated Appropriations Act of 2005, which merged the discretionary Edward Byrne Memorial Grant Program with the formula-based Local Law Enforcement Block Grant (LLEBG) program. The JAG Program, administered by the Bureau of Justice Assistance (BJA), is the leading federal source of criminal justice funding to state and local jurisdictions. The JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, (codified at 34 U.S.C. 10151 -10158); Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726); see also 28 U.S.C. 530C(a).

The Bureau of Justice Statistics (BJS) calculates, for each state and territory, a minimum base allocation which, based on the congressionally mandated JAG formula, can be enhanced by (1) the state's share of the national population and (2) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. The award amounts vary from year to year due to the nationwide calculation.

- 2) *Where have these funds been allocated in past years and how will they be allocated in the current budget? Backup material states "police equipment, supplies and training"; please provide more detail.*

The 2016 JAG grant was for a total of \$309,975 with the County share set at \$123,990 (40%) and the City share at \$185,985 (60%). The agreement for this grant was entered into in June 2017. As of December 31, 2018, \$136,012.25 of the \$185,985 has been encumbered. The City share of the budget was allocated as follows:

\$74,640 to purchase 15 deployable pursuit GPS tracking systems. This technology reduces the need for police vehicles to continue low and high-speed pursuit, resulting in improved officer and public safety. Calculation: 15 systems @ \$4,976 each.

\$55,041 for law enforcement training. The Austin Police Department had 1,896

sworn and over 650 civilian personnel budgeted in 2016. This funding allow approximately 28 police personnel to travel to in-and out-of-state opportunities. Coursework will focus on topic such as violent and property crime prevention, leadership, officer safety, forensics, and interview and interrogation techniques. To increase the cost-effectiveness of training police personnel, participants who attend in-and out-of-state training will return to Austin and share lessons learned with their colleagues and supervisors.

\$56,304 to provide 9 locally hosted trainings for law enforcement personnel. This funding will allow hundreds of police personnel to attend local training sessions with their peers and regional partners. Coursework will focus on topics such as violent crime, forensics, officer safety, community engagement, cultural diversity and interview and interrogation techniques.

The 2015 JAG grant was for a total of \$281,625 with the County share set at \$112,650 (40%) and the City share at \$168,975 (60%). The agreement for this grant was entered into in January 2016. The final expense report was filed in October 2018. The City share of the budget was expended as follows:

\$63,090 was used to purchase 45 new police mountain bicycles at a cost of \$1,402 each for community policing patrols in City parks and downtown. Fifteen of the bikes will be issued to parks patrol for the use of APD's 32 parks officers and 30 bikes will be assigned to 30 of 86 officers assigned to patrol the downtown area. Any outdated bikes that are still of use will be reassigned to district representative (neighborhood-based) officers throughout the city.

\$54,987 was spent on law enforcement training over a one and a half year period.

\$50,898 was spent on locally hosted training over a two and a half year period.

The 2014 JAG grant was for a total of \$330,356 with the County share set at \$132,142 (40%) and the City share at \$198,214 (60%). The agreement for this grant was entered into in August 2015. The final expense report was filed in October 2018. The City share of the budget was expended as follows:

\$132,239 was used to purchase public safety/emergency operations equipment for a geographic hot-spot in downtown Austin consisting of 8 pan, tilt, zoom camera systems, licensing, and installation charges.

\$20,336 for a machine count money, detect counterfeit bills, and capture serial numbers plus a portable surveillance throw box for organized crime operations.

\$3,251 for a plotter printer to be used by crime analysis in their daily work to assist the City with crime related community engagement activities.

\$42,388 for a gas chromatograph for laboratory work in the chemistry section with the APD Crime Laboratory.

The 2017 JAG award in the total amount of \$303,904 was made on 6/26/18 and the 2018 JAG award in the amount of \$322,806 was made on 10/01/18. Both awards have multiple “special conditions” that must be met before spending can occur. The Memorandum of Understanding special condition number 64 requires these agreements. The percentage amounts are currently still being negotiated with Travis County and only preliminary budgets have been developed. Because training dollars are very limited in the General Fund, the department has continued to set aside a large portion of these funds for both external and locally hosted training as has been done in the past. Equipment needs that are identified during the budget process that are not able to be funded with General Funds or that might be needed immediately will be considered after budget adoption or as needed.

**Agenda Item #30:** Approve a resolution initiating site specific variances and amendments to the Land Development Code, including Chapter 25-8, Subchapter A, Article 13 (Save Our Springs Initiative), as minimally required to address proposed development of a residential lot without existing subdivision at 10111 Dobbin Drive, located within the Barton Springs Zone, while maximizing environmental protection.

**QUESTION/ANSWER:** Council Member Flannigan’s Office

1) *Please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved.*

A final plat application (C8-2018-0057.0A), comprised of one lot on approximately 1 acre, was submitted for the property at 10111 Dobbin Drive. A site specific variance to the SOS ordinance is required to approve the plat. If the variance is approved, staff will recommend approval of the plat to the planning commission. This is a standard application review process and is funded by cost of service fee schedules. If the plat is approved, a building permit may be submitted to construct a dwelling.

**Agenda Item #31:** Approve a resolution directing the City Manager and the City Clerk to identify best practices and recommendations for efficient and immediately visible or audible voting procedures for the City Council.

**QUESTION/ANSWER:** COUNCIL MEMBER FLANNIGAN’S OFFICE

1) *Please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved.*

It would require staff resources to research software applications available, options for a voting history database and possible on-site visits to other Cities who currently use electronic voting systems in order to provide options for Council to consider for best practices for improving transparency during and after a Council meeting on actions taken. I would estimate 40-50 hours of staff resources to gather and evaluate the information to prepare a response with recommendations to Council. The staff resources required to implement the recommendations would be included in the response.

**Agenda Item #33:** Approve a resolution directing the City Manager to provide budgetary and program recommendations for placement of Stop the Bleed kits in all high schools serving City of Austin students; study budgetary recommendations for a staffing model to manage Stop the Bleed

programs in Austin high schools; and explore partnership opportunities for future expansion of the program.

**QUESTION/ANSWER: COUNCIL MEMBER FLANNIGAN'S OFFICE**

- 1) *Please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved.*

The City would approach this project using a team approach and assemble a team of public safety personnel, Independent School District (ISD) staff, and community partners to develop a Train-the-Trainer model. This would require the school district to identify a number of staff to be trained as "Stop the Bleed Trainers." That team of ISD "Stop the Bleed Trainers" would then train the rest of the ISD staff.

Estimated cost of city staff time for a one-year time period is approximately \$172,000.00:

- 75-100% of an Injury Prevention staff person to start the project and coordinate program activities. This could drop to 25-50% after the first year to provide ongoing support. This work might be shared among public safety agencies.
- 33-50% of an Emergency Management staff person (EMS, Fire, Police, and/or HSEM) to coordinate emergency response plans with school district emergency planning personnel and conduct tabletop drills.
- 20 "Train the Trainer" sessions delivered by up to 20 city staff Instructors (5 hours each - including travel, set-up, and cleanup).

Supplies and equipment for the project is estimated to cost approximately \$65,700 as follows:

- Hemorrhage Control Trainers (20) - \$8500.00
- Tourniquet Trainers (20) - \$700.00
- Wound Packing Training Kit (200) - \$2500.00
- Bleeding Control Stations (20) - \$14,000.00
- Supply of Tourniquets (2000) - \$40,000.00

**Agenda Item #51:** Authorize negotiation and execution of a sublease from the City of Austin to Austin Creative Reuse, a Texas nonprofit corporation, for approximately 4,758 square feet of retail space from the Austin Public Library Recycled Reads Store located at 5335 Burnet Road for a 36-month term.

**QUESTION/ANSWER: COUNCIL MEMBER ALTER'S OFFICE**

- 1) *Will book sales by APL continue at the Burnet road location?*

Yes

- 2) *Please provide additional information on the "new strategy" staff is referencing in the statement, "at the same time give it the opportunity to phase out its operations as it progresses with its new strategy"*

The new strategy will focus on bringing the Recycled Reads experience to each and every library location through the provision of enhanced book sale opportunities at each site.

- 3) *How will this impact library FTE roles at this location? Will the same number of FTE positions continue at this location? If not, where and what will their reassigned duties be?*

The same number of FTEs will be required at the site to process and route donated and withdrawn books and other materials for sale at Recycled Reads and at the other twenty-one (21) library locations.

- 4) *Does staff intend to not recommend renewal of the lease after the current lease expires?*  
The Austin Public Library does not intend to renew this lease when it expires in 2022.

- 5) *Please provide a copy of the current lease for Recycled Reads.*  
The original lease and all amendments thereto are attached.

- 6) *Please provide the square footage that will be used by APL for book sales at the Burnet Road location.*

Attached is a diagram of the space at 5335 Burnet Road. As shown thereon APL will occupy 2020 square feet of the existing space and will also occupy shared space totaling 1825 square feet. As a percentage, APL will occupy a total of 38% of the lease space.

- 7) *Please provide the estimated monthly revenue generated by Recycled Reads in 2016 and 2017.*

FY 16 monthly average revenue = \$12,863

FY 17 monthly average revenue = \$11,432

- 8) *What proportion of the space that will continue to be leased by APL will be in the current retail area of the bookstore, and what proportion of the space that will continue to be leased by APL will be in the area currently used as office space or space to process used books for re-sale?*

Attached is a diagram of the space at 5335 Burnet Road. As shown thereon, APL will continue to exclusively occupy 360 square feet of the current retail area. They will also continue to have shared use of 1100 square feet of the current retail area. APL will continue to exclusively occupy 1660 square feet of the office space or space to process used books for resale. It will also have shared use as to 725 square feet of the office space or space to process used books for resale.

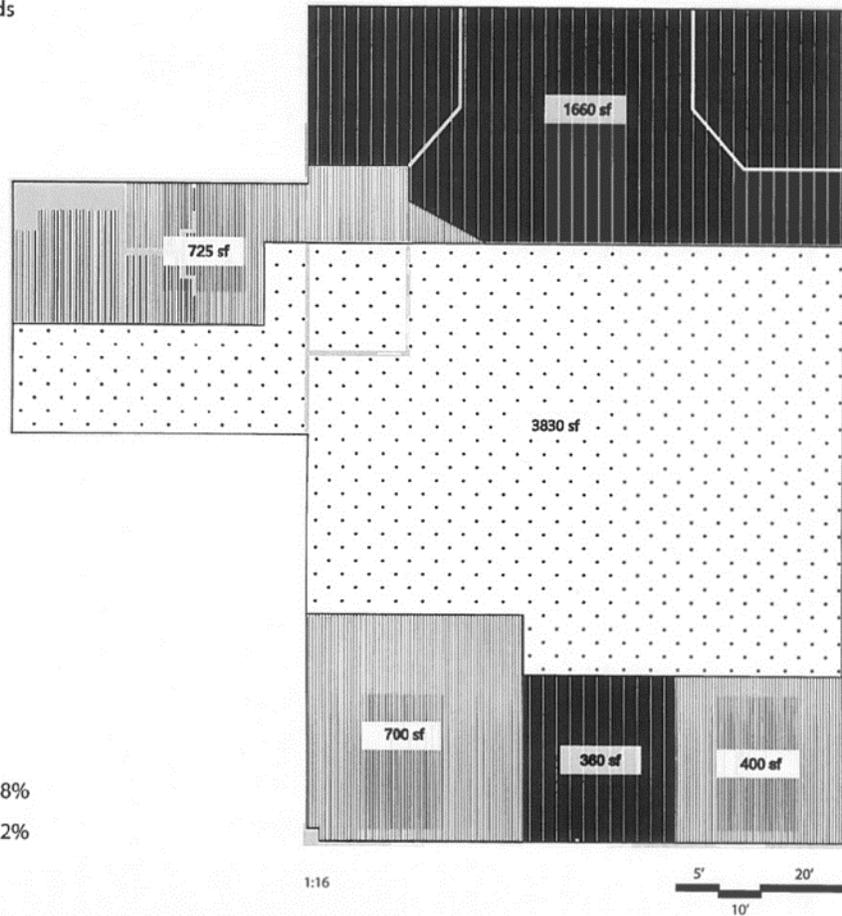
**QUESTION/ANSWER: COUNCIL MEMBER POOL'S OFFICE**

- 1) *What is the total square footage of the current leased space for Austin Public Library Recycled Reads Store, and what percentage of that total is proposed to be sub-let?*

The total gross square footage of the Austin Public Library Recycled Reads Store is 7,675 square feet. The below the line language of the Request for Council Action incorrectly states 7,265 square feet. The correct square footage is 7,675 of which, 62% ( $4,758 = 7,675 \times 0.62$ ) is proposed to be subleased, as indicated on the floor plan below, and includes the portion of the shared space.

Austin Creative Reuse/Recycled Reads  
Apportionment

Recycled Reads		2020 sf
ACR		3830 sf
Shared		1825 sf
Total		7675 sf



Recycled Reads Floor Area Usage = 38%  
ACR Floor Area Usage = 62%

2) Does ARR still pay Recycled Reads based on the volume of materials the store diverts from the landfill as part of the city's zero-waste goals? Please provide a financial history of ARR's partnership with Recycled Reads.

No. The agreement between ARR and APL providing for payments to APL for landfill tonnage diversion expired in 2017 and was not renewed. The payments prior to the expiration of the agreement are as follows:

FY2009-2010	\$ 3,112.52
FY2010-2011	\$ 7,735.36
FY2011-2012	\$ 9,554.08
FY2012-2013	\$ 47,952.50
FY2013-2014	\$ 56,430.50
FY2014-2015	\$ 60,819.40
FY2015-2016	\$ 60,584.42
FY2016-2017	\$ 54,714.00

**QUESTION/ANSWER: COUNCIL MEMBER TOVO'S OFFICE**

1) *Do all branch libraries sell used books?*

Yes. Recycled Reads is working with each branch to determine space and shelving needs; we will make sure all branches have the space to sell books. Each branch is developing profiles on the type of material their customers want. We are also working with various branches to institute quarterly and/or annual book sales.

Branch	Branch Book Sales?	If no, need shelving?	Sales during year?
ACB	yes		Yes, We have one big sale for Juneteenth and one during the African American Book Festival which usually happens around June or July.
ACP	yes		We have bigger sales in summer and in December
AHO	yes		No. Book sales are ongoing throughout the year.
ALW	yes		we intend to schedule quarterly large book sale+ music concert events in our meeting spaces beginning April/May of this year
AMI	yes, a small adult sale and a small youth sale kept near the youth area		We have one planned for our Block Party Saturday March 30 <sup>th</sup> with Mindy Reed. We were thinking of doing it quarterly
AMR	yes		one book sale in Dec. timed with holiday open house
ANV	yes		Not specifically but planning one for April.
AOK	yes		ongoing book sale and a bigger sale every Saturday. We also had occasional, larger book sales, but not on a regular basis
AOQ	yes		twice a year summer and winter
APH	yes		Yes. We have a larger book sale, plus magazine give-away, held on the first Saturday of each month.
ARZ	yes, the first Mon. of every month for one week	yes, currently using tables from the meeting room	We leave the large sale out for the month of December and through the first 2 weeks in January.
ASE	yes	using regular tables; would like to have a shelf on wheels	before the end of the school year and during the holiday season
ASJ	yes		no
ASR	yes		We have not previously had a special book sale during the year, but we've been discussing it for the upcoming year.
ATB	yes		not for quite some time
ATO	yes		yes, 3-4 times per year
AUH	yes		holiday book sale in Dec.
AWK	yes		on-going in-house book sale but no special event sale planned yet for this year
AWP	yes		no
AYB	yes		yes, 3-4 times per year

2) *Please list annual revenue, by branch library, for used book sales. If information exists, please indicate how many items were sold at each branch.*

See below. Our goal is to help branches increase book sales; the individual branches get to keep the funds from book sales in their own special revenue accounts. Information concerning how many items were sold at each branch is not available.

**Austin Public Library  
Book Sales by Branch by Month  
Fiscal Year 2017-18**

BRANCH	OCT'17	NOV'17	DEC'17	JAN'18	FEB'18	MAR'18	APR'18	MAY'18	JUN'18	JUL'18	AUG'18	SEP'18	TOTALS BY BR
Carver	\$ 23.10	\$ 68.81	\$ 55.69	\$ 59.36	\$ 63.77	\$ 314.07	\$ 67.66	\$ 46.38	\$ 250.34	\$ 145.45	\$ 130.94	\$ 47.81	\$ 1,000.00
Cepeda	\$ 89.60	\$ 51.74	\$ 70.21	\$ 71.13	\$ 61.44	\$ 29.74	\$ 52.21	\$ 42.50	\$ 72.51	\$ 59.13	\$ 71.59	\$ 82.46	\$ 1,000.00
Howson	\$ 209.23	\$ 197.68	\$ 291.45	\$ 189.38	\$ 220.33	\$ 347.59	\$ 169.98	\$ 357.50	\$ 151.73	\$ 238.33	\$ 583.84	\$ 174.59	\$ 3,000.00
Little Walnut	\$ 72.52	\$ 115.00	\$ 209.69	\$ 176.91	\$ 131.63	\$ 124.01	\$ 129.33	\$ 81.29	\$ 99.76	\$ 82.22	\$ 74.83	\$ 83.13	\$ 1,000.00
Manchaca	\$ 267.76	\$ 374.95	\$ 432.74	\$ 232.38	\$ 239.04	\$ 322.91	\$ 380.83	\$ 289.72	\$ 317.49	\$ 356.07	\$ 382.18	\$ 293.55	\$ 3,000.00
Milwood	\$ 63.28	\$ 87.75	\$ 98.01	\$ 90.07	\$ 97.94	\$ 90.07	\$ 84.08	\$ 90.99	\$ 87.75	\$ 78.71	\$ 141.07	\$ 94.70	\$ 1,000.00
North Village	\$ 110.62	\$ 92.56	\$ 55.42	\$ 199.08	\$ 83.14	\$ 134.87	\$ 107.34	\$ 133.96	\$ 97.83	\$ 118.46	\$ 74.49	\$ 136.25	\$ 1,000.00
Old Quarry	\$ 220.32	\$ 242.48	\$ 377.36	\$ 259.15	\$ 291.92	\$ 304.39	\$ 160.27	\$ 218.94	\$ 709.89	\$ 349.67	\$ 361.49	\$ 229.56	\$ 3,000.00
Pleasant	\$ 177.38	\$ 185.69	\$ 98.85	\$ 74.36	\$ 185.21	\$ 127.01	\$ 121.26	\$ 54.23	\$ 82.68	\$ 121.94	\$ 104.86	\$ 125.65	\$ 1,000.00
Ruiz	\$ 96.79	\$ 134.88	\$ 81.75	\$ 107.15	\$ 66.50	\$ 129.34	\$ 64.20	\$ 84.42	\$ 56.80	\$ 76.67	\$ 176.44	\$ 115.84	\$ 1,000.00
Southeast										\$ 47.58	\$ 57.27	\$ 72.98	\$ 1,000.00
Spicewood	\$ 773.68	\$ 345.90	\$ 636.40	\$ 379.12	\$ 270.99	\$ 338.53	\$ 325.65	\$ 283.53	\$ 228.60	\$ 321.05	\$ 394.87	\$ 353.74	\$ 4,000.00
St John	\$ 53.13	\$ 13.12	\$ 31.41	\$ 30.96	\$ 60.97	\$ 153.82	\$ 102.56	\$ 113.07	\$ 80.08	\$ 88.22	\$ 94.54	\$ 91.90	\$ 1,000.00
Terrazas	\$ 89.61	\$ 35.58	\$ 62.36	\$ 43.41	\$ 78.98	\$ 69.75	\$ 84.08	\$ 57.27	\$ 66.52	\$ 64.20	\$ 56.82	\$ 39.73	\$ 1,000.00
Twin Oaks	\$ 954.59	\$ 134.24	\$ 1,569.73	\$ 95.79	\$ 119.42	\$ 802.11	\$ 166.35	\$ 136.74	\$ 665.59	\$ 103.03	\$ 169.05	\$ 95.60	\$ 5,000.00
University	\$ 98.52	\$ 82.17	\$ 87.99	\$ 79.90	\$ 99.31	\$ 118.86	\$ 103.01	\$ 113.62	\$ 82.69	\$ 105.10	\$ 99.54	\$ 86.83	\$ 1,000.00
Will Hampton at Oak Hill	\$ 501.64	\$ 337.19	\$ 568.13	\$ 510.86	\$ 430.49	\$ 509.83	\$ 739.25	\$ 475.07	\$ 893.31	\$ 686.58	\$ 424.02	\$ 19.86	\$ 6,000.00
Willie Mae Kirk	\$ 3.24	\$ 28.60	\$ 25.88	\$ 13.95	\$ 19.30	\$ 87.29	\$ 24.01	\$ (5.05)	\$ 23.56	\$ 46.42	\$ 21.71	\$ 9.24	\$ 1,000.00
Windsor Park	\$ 144.58	\$ 102.78	\$ 169.27	\$ 71.13									\$ 1,000.00
Yarborough	\$ 186.15	\$ 118.25	\$ 772.99	\$ 204.99	\$ 308.08	\$ 410.22	\$ 357.96	\$ 311.87	\$ 510.38	\$ 831.76	\$ 388.91	\$ 318.04	\$ 4,000.00
<b>TOTALS BY MONTH</b>	<b>\$ 4,135.74</b>	<b>\$ 2,749.37</b>	<b>\$ 5,695.33</b>	<b>\$ 2,889.08</b>	<b>\$ 2,828.46</b>	<b>\$ 4,414.41</b>	<b>\$ 3,240.03</b>	<b>\$ 2,886.05</b>	<b>\$ 4,477.51</b>	<b>\$ 3,920.59</b>	<b>\$ 3,808.46</b>	<b>\$ 2,471.46</b>	<b>\$ 43,000.00</b>

3) Please provide detailed information about the type and number of programs offered each month at Recycled Reads.

Recycled Reads hosts:

- 1 x week, knitting meet-up (20-30 attendees)
- 1 x week, majong meet-up (5-8 attendees)
- 2 x month open mic (8-15 attendees)
- 1 x month music recital (24-30 attendees)
- 4 x year fix-it clinics (75 attendees)

Recycled Reads also hosts various reuse workshops and city sponsored composting and chicken keeping classes.

4) Will these programs continue if the lease with Creative Reuse is executed?

Not only will programs continue, they will increase. Austin Creative Reuse has partnered with us for many of our reuse programs and share our commitment to zero waste. We are currently open 4 days a week to the public. With our partnership with ACR, programs and services will be provided 7 days a week.

5) Given the response in the Q/A that the library does not intend to renew its lease in 2022, where would these programs be held?

It is uncertain that the Library will be able to secure a new lease in 2022, which is why we have been developing an ongoing plan for the library to continue its resale, reuse, and recycling initiatives. It has always been our intention to develop programming that can be exported to the branches, for example Manchaca is already hosting Fix-it Clinics, Central has started a sewing club and Carver has a popular open mic program.

6) Does the library plan to reintroduce the Monster Book Sale?

We are looking at several options for selling materials in the community, including the monster sale, and bringing books to events such as festivals and farmers' markets. We would like to

develop ways to bring materials to senior centers and maybe even AISD parking lots. There is so much opportunity for what we can do once maintaining a large retail space is minimized.

Please see following information regarding Austin Public Library's efforts to maintain its commitment to community engagement, sustainability and fiscal responsibility:

- As mentioned by CM Tovo, in 2013, Recycled Reads was awarded a grant from the Institute of Museum and Library Services (IMLS) to develop online training videos for other library systems interested in following the Recycled Reads model. Austin Public Library completed the grant requirements, and to date, no other library has adopted the Recycled Reads model due to its financial impact.
- As indicated in documents provided by Mindy Reed to commission members, and the enclosed financial statements, the store is seeing declining sales and increased volume in material intake. This shifting dynamic moves the Recycled Reads location away from the library's vision of providing easy access to books and information for all ages, through responsive professionals, engaging programs and state-of-the-art technology in a safe and friendly environment and towards the creation of facility solely providing recycling services.
- Looking ahead to 2022: Austin Public Library's request to sublease the Burnett Road facility to Austin Creative Reuse aligns with the library's vision and its desire to support the City's zero-waste initiative and the resell, reuse and recycle model. A partnership with Austin Creative Reuse will allow Austin Public Library to pursue its goals - and provide expanded programming to the community - in a fiscally responsible way moving forward. This next iteration of Recycled Reads will allow the Library to remain in place should another lease be secured, or quickly adapt should the program find itself without a dedicated facility.

**Agenda Item #55:** Authorize negotiation and execution of interlocal agreements with the Board of Regents of the University of Texas System and Central Health relating to the realignment of portions of Red River Street between East 12th Street and East 32nd Street and the relocation of associated utilities and authorize the execution of rights of entry in support of the project.

**QUESTION/ANSWER:** COUNCIL MEMBER TOVO'S OFFICE

1) *Please post images of the proposed realignment as part of the agenda materials for this item.*

See the attached diagram showing conceptually the existing and proposed Red River Street alignments. (This is a Stantec-produced work product made on behalf of the University and shared with the City.) The proposed arena is not labeled but is shown as the light orange rectangle south of UT's Mike Myers Track & Soccer Stadium. The depiction of existing Waller Creek/Waller Creek Tunnel is not 100% accurate. Also not shown to the north is how the proposed Red River Street would transition into Medical Arts Street and tie into existing Red River Street in the vicinity south of 32nd Street.

2) *Will the proposed re-alignment impact any of the City of Austin's Health South property at 1215 Red River?*

The proposed realignment of Red River Street between East 12th Street and East 15th Street is not anticipated to negatively impact the City of Austin's Health South property at 1215 Red River Street.

3) *Will the newly redesigned Red River include separated bike lanes along this corridor?*

Per ATD's Traffic Impact Analysis (TIA) review comments and transportation conditions of approval, on-street bike lanes would be considered as part of the three-lane cross section of the new alignment of Red River Street. For the proposed Red River Street realignment through the UT campus, a buffered bike lane is included along Robert Dedman Drive (new Red River Street) as part of the City of Austin's Bicycle Master Plan.

*Attachments to follow.*



**Council Question and Answer**

<b>Related To</b>	Item #3	<b>Meeting Date</b>	February 7, 2019
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*Additional Answer Information*

Authorize entry of an Agreed Final Judgment and Order in Austin Country Club v. City of Austin, cause No. D-1-GN-17-006525, relating to land use and environmental regulations applicable to Austin Country Club’s 179-acre tract located in Northwest Austin, at 4408 Long Champ Drive. Related to Item #37.

**QUESTION/ANSWER:** Council Member Alter’s Office

- 1) *What did staff originally determine were the impervious cover limits for this site under current code?*  
Under current code, the impervious cover limits are 20% net site area, or approximately 18.8 acres.
- 2) *What is current impervious cover on the site?*  
Current impervious cover on the site is estimated to be approximately 18 acres.
- 3) *What are the differences in the entitlements allowed via this agreement with respect to what would have been allowed or prohibited under the Hill Country Roadway ordinance?*  
The proposed agreement does provide some modifications to the Hill Country Roadway ordinance. In general, under the Development Terms, the project will comply with the FAR limitations of the current low-intensity zone regulations with density bonus. The agreement includes an exception to increase the height in the Club House District from 40 feet to 50 feet. Additionally, there is an exception to allow a small security building in the Entrance District that might be located closer than 100 feet from the ROW based on site constraints. The landscape and vegetative buffer requirements in Chapter 25-2, Subchapter C, Article 9, Division 3 will not apply in the Club and Marina Districts and has a limited application in the Golf District.
- 4) *What is the slope at the driveway? Is this an expansion of the existing driveway that is a secondary driveway now, or is this an additional driveway? Has the Texas Department of Transportation approved this driveway, or how and when will they be involved in the approval process? Will the driveway on 360 be the primary driveway?*  
The proposed driveway to Loop 360 is a new driveway access. It is our understanding from the applicant that this driveway could become a primary entrance for the project. Although City staff have not consulted with TxDOT on this proposed driveway, the applicant has represented that their conversations with TxDOT received a favorable response. The approval of the driveway will be reviewed by TxDOT as a part of the site development permit process. The applicant has not completed a detailed design of the driveway and the slope of the driveway is not known at this point in the process.
- 5) *Regulatory Provisions section G. Please provide additional information about how and why the TIA would be “limited scope”?*  
At the time of the 1982 plat, the City did not require contributions to offsite transportation impacts as currently required under Chapter 25-6. The provisions negotiated by staff would require a TIA to assess impacts that affect safe operating conditions, which is a narrower range of potential improvements than developers would be required to fund today. The agreement to a limited scope recognizes that the access to the site is limited to the one point of access at this time.
- 6) *Regulatory Provisions, F, Height. Are structures planned for the Entrance District in the first 100 feet?*  
A detailed site development plan has not been provided by the applicant. It is anticipated that the small structure

being proposed will be placed as far away from the ROW of Loop 360 near the proposed access gate on the new driveway. Staff has asked for clarification from the applicant on the proposed entrance design.

7) *Regulatory Provisions, section I. Is the Marina district subject to the Lake Austin Zone? Is Fire protection required if they provide fuel service? How will that be addressed?*

The site is not Lake Austin zoning or subject to the Lake Austin Overlay. Fire protection requirements would be determined at the time of site development permit application.

8) *Please provide additional detail on how staff believe this agreement would "potentially ease traffic in the surrounding neighborhood."*

The agreement has been structured to incentivize the timing of the construction of the proposed entrance driveway to Loop 360. Construction of the driveway to Loop 360 will provide a primary access for the project from a major highway eliminating a significant amount of traffic from Long Champ Drive entrance gate within the neighborhood.

9) *Please provide additional detail on the potential commercial and residential uses that would be permitted on this property.*

The regulations established in the "Development Terms & Conditions" would apply to any of the uses listed in the "Land Use Table", provided that they are permitted under the base zoning regulations applicable to the property.

For some of the other commercial and residential uses listed in the table, such as condominium residential, the use would only be permitted if Austin Country Club were to obtain a rezone. The Development Terms specifically provide that, while Austin Country Club can always apply for rezoning, the City has no obligation to approve a rezone.

For further comparison, see the attached table that outlines the current uses allowed under the Property's current zoning and the uses that would be allowed under the Development Terms.

10) *Would the new "Entrance District" (new entrance/exit off 360 near the Pennybacker bridge) of the proposed development be possible under current code?*

Under the current Land Development Code, the transportation regulations would permit the driveway subject to approval by TxDOT. However, without specific design documents for review the construction of the entrance driveway would most likely require variances from cut and fill, construction on slopes, critical water quality zones, and floodplain modification prior to approval.

11) *How does the construction on slope compare to current code?*

Current code would be more restrictive in terms of development allowed on slopes. Current code restricts construction of a roadway or driveway on slopes more than 15% unless necessary to provide primary access to at least 2 contiguous acres with a gradient of less than 15% or building site with at least 5 residential units. Current code prohibits constructing a parking area on a slope more than 15%, prohibits constructing a building or parking structure on a slope of more than 25%, and provides limitations (see 25-8-302) on constructing a building or parking structure between 15% and 25%. The Development Terms propose restrictions consistent with Ordinance 800103-N.

12) *What does the iii Subsurface Parking facility mean in practice?*

A parking garage built below the existing grade of the land, with soil and vegetation on top of the garage that would potentially be utilized for a golf driving range. This provision mirrors current code 25-8-63 (C) 11.

13) *C ii. B. - is this provision about removal cumulative or just at any given time for the project?*

This provision is in addition to the requirements of the protected tree ordinance which are directly incorporated into the Development Terms. In addition, at least 25% of the heritage trees located in the Golf District shall be preserved.

14) *Please provide additional detail on the meaning of the Outdoor entertainment clause on I-III.*

The inclusion of Outdoor entertainment in the Maria District is intended to allow the applicant the ability to develop a use that may contain an outdoor entertainment use subject to the restrictions of the noise ordinance.

15) *Is the sale of alcoholic beverages currently permitted in the golf district?*

Yes.

16) *Are hotel and bed and breakfast uses currently permitted at this site?*

In the portion of the site zoned CR Community Recreational" a hotel is a conditional use and bed and breakfast is a permitted use. In the portion of the site zoned Commercial Liquor Sales, CS-1, a bed and breakfast and hotel are permitted uses.

17) *Are commercial uses, congregate living, multi-family residential currently permitted?*

In the portion of the site zoned CR Community Recreational" congregate living and multi-family residential are not permitted uses. In the portion of the site zoned Commercial Liquor Sales, CS- 1, congregate living is permitted but multi-family is not a permitted use.

18) *Please provide additional detail on the meaning of Part 3 C II.*

The Development Terms grant specific entitlements to the Project that supersede any conflicting provisions of the City's Land Development Code. Regulations that are not specifically superseded will be liberally construed by staff to permit the development to occur in a manner consistent with the letter and spirit of the Development Terms. Otherwise, current code will apply.

19) *When would a project ever be considered complete? Where is that defined?*

Applicable law contemplates that, once a project is complete, further development cannot avail itself of vested rights under Chapter 245. The statute does not define project completion.

20) *Please provide additional detail on the meaning of Part 3 E II.*

The overall intent of this language is to describe the point at which the project will be deemed complete, such that further development or redevelopment will be subject to current regulations. Construction work in progress would be allowed to be completed in compliance with the permits issued.

21) *Please provide additional information as to the method of tracking impervious cover. Who will be responsible for tracking the impervious cover and how will it be tracked? Please indicate where that is codified in the agreement.*

The impervious cover will be tracked through a table on a master site development plan maintained by Development Services Department. The exact location of this provision in the Development Terms is still being negotiated by Staff.

22) *Would approval of this item allow for restaurants or restrooms on or near the Colorado River?*

Yes, but any development for these uses would only be located on land and not allowed over the water

23) *Provide a comparison between 1982 regulations, current code, and the proposed Development Terms.*

See attached table.

24) *Please provide a list of the uses currently permitted or conditional on this site that would be subject to the terms of this agreement.*

See zoning use summary table.

25) *Please provide a list of the uses currently permitted or conditional on this site which would not be subject to the terms of this agreement.*

See zoning use summary table.

26) *Please provide a list of the uses which are not currently permitted or conditional on this site but would be subject to the terms of this agreement should the property be rezoned in the future.*

See zoning use summary table.

**QUESTION/ANSWER:** COUNCIL MEMBER POOL'S OFFICE

1) *Did the Austin Country Club request a Chapter 245 ("grandfathering") determination from our city staff? If so, what was staff's determination on the issue of vested rights?*

The City has stated that the project is "complete" for purposes of Chapter 245 and issued formal findings to that effect. Austin Country Club's lawsuit challenges that determination. The proposed Development Terms & Conditions are intended to find a compromise position.

**ZONING USE SUMMARY TABLE (LAND DEVELOPMENT CODE)**

P = Permitted Use    C = Conditional Use Permit    -- = Not Permitted

<b>RESIDENTIAL USES</b>	<b>CR</b>	<b>CS-1</b>	<b>Agreement</b>
Bed & Breakfast (Group 1)	P	P	Y
Bed & Breakfast (Group 2)	P	P	Y
Condominium Residential	--	--	Y
Multifamily Residential	--	--	Y
Townhouse Residential	--	--	Y
<b>COMMERCIAL USES</b>	<b>CR</b>	<b>CS-1</b>	<b>Agreement</b>
Administrative and Business Offices	--	P	N
Agricultural Sales and Services	--	P	N
Art Gallery	P	P	N
Art Workshop	P	P	N
Automotive Rentals	--	P	N
Automotive Repair Services	--	P	N
Automotive Sales	--	P	N
Automotive Washing (of any type)	--	P	N
Bail Bond Services <sup>10</sup>	--	PC	N
Building Maintenance Services	--	P	N
Business or Trade School	--	P	N
Business Support Services	--	P	N
Campground	C	P	N
Cocktail Lounge	--	C	Y
Commercial Blood Plasma Center	--	P5	N
Commercial Off-Street Parking	--	P	N
Communications Services	--	P	N
Construction Sales and Services	--	P	N
Consumer Convenience Services	C	P	N
Consumer Repair Services	--	P	N
Convenience Storage	--	P	N
Drop-Off Recycling Collection Facility	--	P	N
Electronic Prototype Assembly <sup>15</sup>	--	P	N
Equipment Repair Services	--	P	N

**ZONING USE SUMMARY TABLE (LAND DEVELOPMENT CODE)**

**P = Permitted Use    C = Conditional Use Permit    -- = Not Permitted**

Equipment Sales	--	P	N
Exterminating Services	--	P	N
Financial Services	--	P	N
Food Preparation	--	P	N
Food Sales	--	P	N
Funeral Services	--	P	N
General Retail Sales (Convenience)	--	P	N
General Retail Sales (General)	--	P	N
Hotel-Motel	C	P	Y
Indoor Entertainment	C	P	N
Indoor Sports and Recreation	C	P	Y
<b>COMMERCIAL USES continued</b>	<b>CR</b>	<b>CS-1</b>	<b>Agreement</b>
Kennels	--	P	N
Laundry Services	--	P	N
Liquor Sales	--	P	N
Marina	P	--	Y
Medical Offices -- exceeding 5000 sq. ft. gross floor area	--	P	N
Medical Offices -- not exceeding 5000 sq. ft. gross floor area	--	P	N
Off-Site Accessory Parking <sup>14</sup>	--	P	N
Outdoor Entertainment	C	C	Y
Outdoor Sports and Recreation	P	P	Y
Pawn Shop Services	--	P	N
Pedicab Storage and Dispatch	--	P	N
Personal Improvement Services	P	P	Y
Personal Services	--	P	N
Pet Services	--	P	N
Plant Nursery	--	P	N
Printing and Publishing	--	P	N
Professional Office	--	P	N
Recreational Equipment Maint. & Stor.	P	--	N
Recreational Equipment Sales	P	--	N

## ZONING USE SUMMARY TABLE (LAND DEVELOPMENT CODE)

P = Permitted Use    C = Conditional Use Permit    -- = Not Permitted

Research Services	--	P	N
Restaurant (General)	C	P	Y
Restaurant (Limited)	--	P	Y
Service Station	C	P	N
Software Development	-	P	N
Special Use Historic	C	-	N
Theater	C	P	N
Vehicle Storage	-	P	N
Veterinary Services	-	P	N
<b>INDUSTRIAL USES</b>	<b>CR</b>	<b>CS-1</b>	<b>Agreement</b>
Custom Manufacturing	-	P	N
Limited Warehousing and Distribution	-	P	N
<b>AGRICULTURAL USES</b>	<b>CR</b>	<b>CS-1</b>	<b>Agreement</b>
Community Garden	P	P	N
Urban Farm	P	P	N
<b>CIVIC USES</b>	<b>CR</b>	<b>CS-1</b>	<b>Agreement</b>
Club or Lodge	-	C	Y
College and University Facilities	C	P	N
Communication Service Facilities	C	P	N
Community Events	8	8	N
Community Recreation (Private)	P	P	Y
Community Recreation (Public)	P	P	Y
Congregate Living	-	P	Y
Counseling Services	P	P	N
Cultural Services	P	P	N
Day Care Services (Commercial)	C	P	N
Day Care Services (General)	--	P	N
Day Care Services (Limited)	--	P	N
Family Home	--	P	N
Group Home, Class I (General)	-	P	N
Group Home, Class I (Limited)	--	P	N

## ZONING USE SUMMARY TABLE (LAND DEVELOPMENT CODE)

P = Permitted Use    C = Conditional Use Permit    -- = Not Permitted

Group Home, Class II	--	P	N
Guidance Services	--	P	N
Hospital Services (General)	--	C	N
Hospital Services (Limited)	C	P	N
Local Utility Services	C	P	N
Maintenance and Service Facilities	--	P	N
Private Primary Educational Facilities	C	P	N
Private Secondary Educational Facilities	C	P	N
Public Primary Educational Facilities	C	P	N
Public Secondary Educational Facilities	C	P	N
Religious Assembly	C	P	N
Residential Treatment	--	P	N
Safety Services	--	P	N
Telecommunication Tower <sup>7</sup>	PC	PC	N
Transitional Housing	--	C	N
Transportation Terminal	--	C	N

1-Refers to 25-2-602 (13-2-225); 2-Refers to 25-2-622 (13-2-226); 3-Refers to Subchapter B, Art. 2, Div 5; 4 Refers to 25-2-624 (13-2-227); 5-Refers to 25-2-803 (13-2-233); 6-Subject to 25-2-805 (13-2-224); 7-Subject to 25-2-839 (13-2-235 & 13-2-273); 8-Refers to 25-2-842; 9-Refers to 25-2-863; 10-Subject to 25-2-177 & 25-2-650; 11-Subject to 25-2-587 (D); 12-Subject to 25-2-816; 13-Permitted in MU and V combining districts, subject to 25-2, Subchapter E, Art. 4, Subsec. 4.2.1.C; 14-Refers to 25-6-501; 15-Refers to 25-2-817; 16-Refers to 25-2-811.

PC - Permitted in the district, but under some circumstances may be conditional; CP - Conditional in the district, but under some circumstances may be permitted

Austin Country Club

Comparison of 1982 regulations, proposed Development Terms, and current regulations

Issue	1982 Regulations	Development Terms	Current Code
Impervious cover limitations	Approximately 25.5% gross site area (45.82 ac)	20% gross site area (35.93 ac)	20% net site area (18.83 ac)
Water quality treatment	None	78% of equivalent impervious cover treated	All new and redeveloped impervious cover would require treatment
Tree protections	None	Protected Tree Ordinance, but removal cannot be prohibited and 25% of Heritage Trees in the Golf District must be preserved	Protected Tree Ordinance, Heritage Tree Ordinance
Critical water quality zone buffers	None	None	Buffers apply
Critical environmental feature buffers	None	None	Buffers apply
Construction on slope limitations	20% impervious cover on slopes 15-25%; 10% impervious cover on slopes >25%	20% impervious cover on slopes 15-25%; 10% impervious cover on slopes >25%	10% impervious cover on slopes 15-25%; 0% impervious cover on slopes > 25%
Cut/Fill limitations	Limited to 4 feet with certain exceptions	Limited to 4 feet with certain exceptions	Limited to 4 feet with certain exceptions
Sign regulations	1982 sign regulations	Current sign regulations	Current sign regulations
Drainage regulations	No floodplain modification, erosion hazard zone	Current code except that floodplain natural and traditional character and erosion hazard zone requirements do not apply	Floodplain modification, erosion hazard zone apply
Hill Country Roadway height limitations	None	Height may not exceed 25 feet in Entrance District, 28 feet in Golf/Marina District, 50 feet in Club	Height may not exceed 28 feet, although with bonus height may not exceed 40 feet
Hill Country Roadway floor-to-area ratio requirements	None	0.25 on slope <15%; 0.08 on slopes 15-25%; 0.04 on slopes 25-35%	0.20 on slope <15% (development bonus up to 0.25); 0.08% on slopes 15-25%;
Hill Country Roadway buffer requirements	None	Does not apply to Club and Marina districts, but visual screening and native tree requirements apply to Golf District	Buffers, visual screening, native tree

Austin Country Club

Comparison of 1982 regulations, proposed Development Terms, and current regulations

Issue	1982 Regulations	Development Terms	Current Code
Transportation impact analysis requirements	Safety analysis only, mitigation of offsite impacts not required at site development permit	TIA required for before Loop 360 access constructed if new trips exceed 2000 per day; No TIA required after Loop 360 access constructed unless required to address safe operating conditions	Not required if new trips do not exceed 2,000 trips per day
New access driveway from Loop 360 restrictions	Allowed	Allowed in the entrance district with limitations on width	Not allowed without variances to floodplain modification and critical water quality zone requirements
Land uses allowed	Limited to uses associated with a country club	Limited to uses specified by district in the agreement	All uses allowed under CR and CS-1 zoning



**Council Question and Answer**

<b>Related To</b>	Items #20, 21	<b>Meeting Date</b>	February 7, 2019
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Additional Answer Information

**Item 20**

Authorize negotiation and execution of an interlocal agreement with Travis County for the City to administer the 2017 Justice Assistance Grant Program.

**Item 21**

Authorize negotiation and execution of an interlocal agreement with Travis County for the City to administer the 2018 Justice Assistance Grant Program.

**QUESTION/ANSWER:** Council Member Kitchen’s Office

1. *Are the Justice Assistant Grants annual or regularly recurring? If so, how long have we been accepting JAGs, and at what amount per year?*

The City of Austin has received entitlement funding as a unit of local government for decades and has also received competitive funding via the State of Texas Governor’s office from time to time. A match is not required for the grant but we are required to share our entitlement funding with Travis County since the county is considered a disparate jurisdiction.\* The City is also required to negotiate and execute an inter-local agreement with Travis County each award year. An entitlement is offered each year but the grant period runs for four years.

\*A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality’s Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality’s Part 1 violent crimes.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program was created as part of the Consolidated Appropriations Act of 2005, which merged the discretionary Edward Byrne Memorial Grant Program with the formula-based Local Law Enforcement Block Grant (LLEBG) program. The JAG Program, administered by the Bureau of Justice Assistance (BJA), is the leading federal source of criminal justice funding to state and local jurisdictions. The JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, (codified at 34 U.S.C. 10151 -10158); Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726); see also 28 U.S.C. 530C(a).

The Bureau of Justice Statistics (BJS) calculates, for each state and territory, a minimum base allocation which, based on the congressionally mandated JAG formula, can be enhanced by (1) the state’s share of the national population and (2) the state’s share of the country’s Part 1 violent crime statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. The award amounts vary from year to year due to the nationwide calculation.

2. *Where have these funds been allocated in past years and how will they be allocated in the current budget? Backup material states "police equipment, supplies and training"; please provide more detail.*

The 2016 JAG grant was for a total of \$309,975 with the County share set at \$123,990 (40%) and the City share at \$185,985 (60%). The agreement for this grant was entered into in June 2017. As of December 31, 2018, \$136,012.25 of the \$185,985 has been encumbered. The City share of the budget was allocated as follows:

\$74,640 to purchase 15 deployable pursuit GPS tracking systems. This technology reduces the need for police vehicles to continue low and high-speed pursuit, resulting in improved officer and public safety. Calculation: 15 systems @ \$4,976 each.

\$55,041 for law enforcement training. The Austin Police Department had 1,896 sworn and over 650 civilian personnel budgeted in 2016. This funding allow approximately 28 police personnel to travel to in-and out-of-state opportunities. Coursework will focus on topic such as violent and property crime prevention, leadership, officer safety, forensics, and interview and interrogation techniques. To increase the cost-effectiveness of training police personnel, participants who attend in-and out-of-state training will return to Austin and share lessons learned with their colleagues and supervisors.

\$56,304 to provide 9 locally hosted trainings for law enforcement personnel. This funding will allow hundreds of police personnel to attend local training sessions with their peers and regional partners. Coursework will focus on topics such as violent crime, forensics, officer safety, community engagement, cultural diversity and interview and interrogation techniques.

The 2015 JAG grant was for a total of \$281,625 with the County share set at \$112,650 (40%) and the City share at \$168,975 (60%). The agreement for this grant was entered into in January 2016. The final expense report was filed in October 2018. The City share of the budget was expended as follows:

\$63,090 was used to purchase 45 new police mountain bicycles at a cost of \$1,402 each for community policing patrols in City parks and downtown. Fifteen of the bikes will be issued to parks patrol for the use of APD's 32 parks officers and 30 bikes will be assigned to 30 of 86 officers assigned to patrol the downtown area. Any outdated bikes that are still of use will be reassigned to district representative (neighborhood-based) officers throughout the city.

\$54,987 was spent on law enforcement training over a one and a half year period.

\$50,898 was spent on locally hosted training over a two and a half year period.

The 2014 JAG grant was for a total of \$330,356 with the County share set at \$132,142 (40%) and the City share at \$198,214 (60%). The agreement for this grant was entered into in August 2015. The final expense report was filed in October 2018. The City share of the budget was expended as follows:

\$132,239 was used to purchase public safety/emergency operations equipment for a geographic hot-spot in downtown Austin consisting of 8 pan, tilt, zoom camera systems, licensing, and installation charges.

\$20,336 for a machine count money, detect counterfeit bills, and capture serial numbers plus a portable surveillance throw box for organized crime operations.

\$3,251 for a plotter printer to be used by crime analysis in their daily work to assist the City with crime related community engagement activities.

\$42,388 for a gas chromatograph for laboratory work in the chemistry section with the APD Crime Laboratory.

The 2017 JAG award in the total amount of \$303,904 was made on 6/26/18 and the 2018 JAG award in the amount of \$322,806 was made on 10/01/18. Both awards have multiple “special conditions” that must be met before spending can occur. The Memorandum of Understanding special condition number 64 requires these agreements. The percentage amounts are currently still being negotiated with Travis County and only preliminary budgets have been developed. Because training dollars are very limited in the General Fund, the department has continued to set aside a large portion of these funds for both external and locally hosted training as has been done in the past. Equipment needs that are identified during the budget process that are not able to be funded with General Funds or that might be needed immediately will be considered after budget adoption or as needed.



**Council Question and Answer**

<b>Related To</b>	Item #30	<b>Meeting Date</b>	February 7, 2019
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Additional Answer Information

Approve a resolution initiating site specific variances and amendments to the Land Development Code, including Chapter 25-8, Subchapter A, Article 13 (Save Our Springs Initiative), as minimally required to address proposed development of a residential lot without existing subdivision at 10111 Dobbin Drive, located within the Barton Springs Zone, while maximizing environmental protection.

**QUESTION/ANSWER:** Council Member Flannigan’s Office

*1) Please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved.*

A final plat application (C8-2018-0057.0A), comprised of one lot on approximately 1 acre, was submitted for the property at 10111 Dobbin Drive. A site specific variance to the SOS ordinance is required to approve the plat. If the variance is approved, staff will recommend approval of the plat to the planning commission. This is a standard application review process and is funded by cost of service fee schedules. If the plat is approved, a building permit may be submitted to construct a dwelling.



**Council Question and Answer**

<b>Related To</b>	Item #31	<b>Meeting Date</b>	February 7, 2019
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Additional Answer Information

Approve a resolution directing the City Manager and the City Clerk to identify best practices and recommendations for efficient and immediately visible or audible **voting procedures for the City Council**.

**QUESTION/ANSWER:** Council Member Flannigan’s Office

*Please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved.*

It would require staff resources to research software applications available, options for a voting history database and possible on-site visits to other Cities who currently use electronic voting systems in order to provide options for Council to consider for best practices for improving transparency during and after a Council meeting on actions taken. I would estimate 40-50 hours of staff resources to gather and evaluate the information to prepare a response with recommendations to Council. The staff resources required to implement the recommendations would be included in the response.



**Council Question and Answer**

<b>Related To</b>	Item #33	<b>Meeting Date</b>	February 7, 2019
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Additional Answer Information

Approve a resolution directing the City Manager to provide budgetary and program recommendations for placement of **Stop the Bleed kits** in all high schools serving City of Austin students; study budgetary recommendations for a staffing model to manage Stop the Bleed programs in Austin high schools; and explore partnership opportunities for future expansion of the program.

**QUESTION/ANSWER:** Council Member Flannigan’s Office

*1) Please provide an estimate on the impact to City resources, including City Staff time, required to accomplish the task(s) required in this resolution if approved.*

The City would approach this project using a team approach and assemble a team of public safety personnel, Independent School District (ISD) staff, and community partners to develop a Train-the-Trainer model. This would require the school district to identify a number of staff to be trained as “Stop the Bleed Trainers.” That team of ISD “Stop the Bleed Trainers” would then train the rest of the ISD staff.

Estimated cost of city staff time for a (one-year time period) is approximately \$172,000.00:

- 75-100% of an Injury Prevention staff person to start the project and coordinate program activities. This could drop to 25-50% after the first year to provide ongoing support. This work might be shared among public safety agencies.
- 33-50% of an Emergency Management staff person (EMS, Fire, Police, and/or HSEM) to coordinate emergency response plans with school district emergency planning personnel and conduct tabletop drills.
- 20 “Train the Trainer” sessions delivered by up to 20 city staff Instructors (5 hours each - including travel, set-up, and cleanup).

Supplies and equipment for the project is estimated to cost approximately \$65,700 as follows:

- Hemorrhage Control Trainers (20) - \$8500.00
- Tourniquet Trainers (20) - \$700.00
- Wound Packing Training Kit (200) - \$2500.00
- Bleeding Control Stations (20) - \$14,000.00
- Supply of Tourniquets (2000) – \$40,000.00



**Council Question and Answer**

<b>Related To</b>	Item #51	<b>Meeting Date</b>	February 7, 2019
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Additional Answer Information

Authorize negotiation and execution of a sublease from the City of Austin to Austin Creative Reuse, a Texas nonprofit corporation, for approximately 4,758 square feet of retail space from the Austin Public Library Recycled Reads Store located at 5335 Burnet Road for a 36-month term. District(s): District 7).

**QUESTION/ANSWER:** Council Member Alter’s Office

1. *Will book sales by APL continue at the Burnet road location?*  
Yes
  
2. *Please provide additional information on the “new strategy” staff is referencing in the statement, “at the same time give it the opportunity to phase out its operations as it progresses with its new strategy”*  
The new strategy will focus on bringing the Recycled Reads experience to each and every library location through the provision of enhanced book sale opportunities at each site.
  
3. *How will this impact library FTE roles at this location? Will the same number of FTE positions continue at this location? If not, where and what will their reassigned duties be?*  
The same number of FTEs will be required at the site to process and route donated and withdrawn books and other materials for sale at Recycled Reads and at the other twenty-one (21) library locations.
  
4. *Does staff intend to not recommend renewal of the lease after the current lease expires?*  
The Austin Public Library does not intend to renew this lease when it expires in 2022.
  
5. *Please provide a copy of the current lease for Recycled Reads.*  
The original lease and all amendments thereto are attached.
  
6. *Please provide the square footage that will be used by APL for book sales at the Burnet Road location.*  
Attached is a diagram of the space at 5335 Burnet Road. As shown thereon APL will occupy 2020 square feet of the existing space and will also occupy shared space totaling 1825 square feet. As a percentage, APL will occupy a total of 38% of the lease space.
  
7. *Please provide the estimated monthly revenue generated by Recycled Reads in 2016 and 2017.*  
FY 16 monthly average revenue = \$12,863 FY  
17 monthly average revenue = \$11,432

8. What proportion of the space that will continue to be leased by APL will be in the current retail area of the bookstore, and what proportion of the space that will continue to be leased by APL will be in the area currently used as office space or space to process used books for re-sale?

Attached is a diagram of the space at 5335 Burnet Road. As shown thereon, APL will continue to exclusively occupy 360 square feet of the current retail area. They will also continue to have shared use of 1100 square feet of the current retail area. APL will continue to exclusively occupy 1660 square feet of the office space or space to process used books for resale. It will also have shared use as to 725 square feet of the office space or space to process used books for resale.

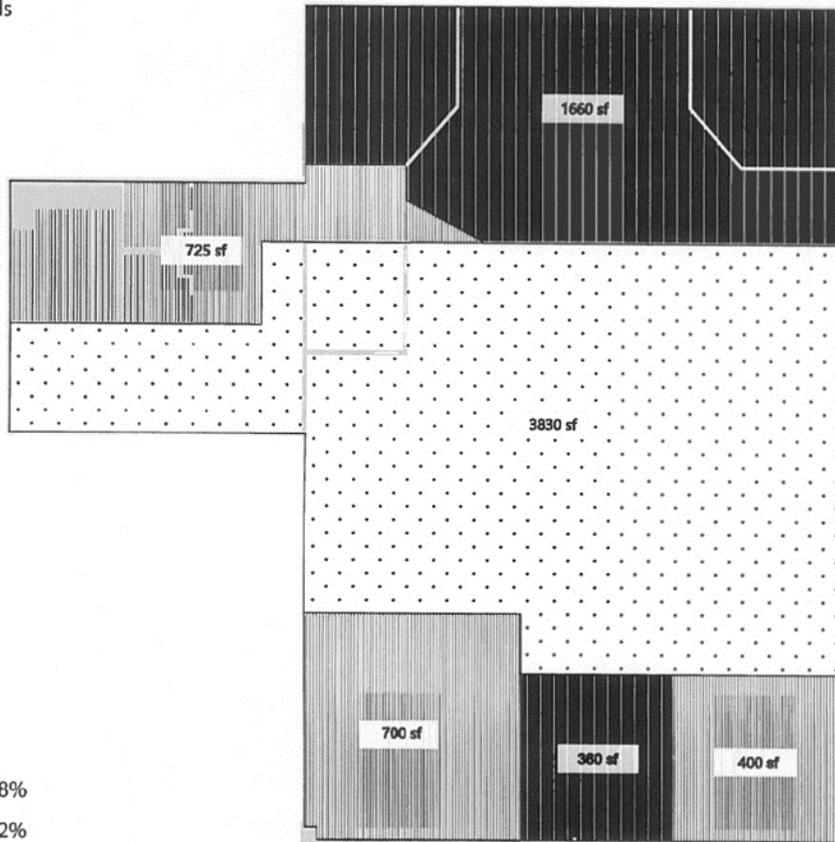
**QUESTION/ANSWER:** Council Member Pool’s Office

1. What is the total square footage of the current leased space for Austin Public Library Recycled Reads Store, and what percentage of that total is proposed to be sub-let?

The total gross square footage of the Austin Public Library Recycled Reads Store is 7,675 square feet. The below the line language of the Request for Council Action incorrectly states 7,265 square feet. The correct square footage is 7,675 of which, 62% (4,758 = 7,675 x 0.62) is proposed to be subleased, as indicated on the floor plan below, and includes the portion of the shared space.

Austin Creative Reuse/Recycled Reads  
Apportionment

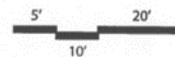
Recycled Reads		2020 sf
ACR		3830 sf
Shared		1825 sf
Total		7675 sf



Recycled Reads Floor Area Usage = 38%

ACR Floor Area Usage = 62%

1:16



2. *Does ARR still pay Recycled Reads based on the volume of materials the store diverts from the landfill as part of the city's zero-waste goals? Please provide a financial history of ARR's partnership with Recycled Reads.*

No. The agreement between ARR and APL providing for payments to APL for landfill tonnage diversion expired in 2017 and was not renewed. The payments prior to the expiration of the agreement are as follows:

FY2009-2010	\$ 3,112.52
FY2010-2011	\$ 7,735.36
FY2011-2012	\$ 9,554.08
FY2012-2013	\$ 47,952.50
FY2013-2014	\$ 56,430.50
FY2014-2015	\$ 60,819.40
FY2015-2016	\$ 60,584.42
FY2016-2017	\$ 54,714.00

**QUESTION/ANSWER:** Council Member Tovo's Office

*1) Do all branch libraries sell used books?*

Yes. Recycled Reads is working with each branch to determine space and shelving needs; we will make sure all branches have the space to sell books. Each branch is developing profiles on the type of material their customers want. We are also working with various branches to institute quarterly and/or annual book sales.

Branch	Branch Book Sales?	If no, need shelving?	Sales during year?
ACB	yes		Yes, We have one big sale for <b>Juneteenth</b> and one during the <b>African American Book Festival</b> which usually happens around June or July.
ACP	yes		We have bigger sales in summer and in December
AHO	yes		No. Book sales are ongoing throughout the year.
ALW	yes		we intend to schedule quarterly large book sale + music concert events in our meeting spaces beginning April/May of this year
AMI	yes, a small adult sale and a small youth sale kept near the youth area		We have one planned for our Block Party Saturday March 30 <sup>th</sup> with Mindy Reed. We were thinking of doing it quarterly
AMR	yes		one book sale in Dec. timed with holiday open house
ANV	yes		Not specifically but planning one for April.
AOK	yes		ongoing book sale and a bigger sale every Saturday. We also had occasional, larger book sales, but not on a regular basis
AOQ	yes		twice a year summer and winter
APH	yes		Yes. We have a larger book sale, plus magazine give-away, held on the first Saturday of each month.
ARZ	yes, the first Mon. of every month for one week	yes, currently using tables from the meeting room	We leave the large sale out for the month of December and through the first 2 weeks in January.
ASE	yes	using regular tables; would like to have a shelf on wheels	before the end of the school year and during the holiday season
ASJ	yes		no
ASR	yes		We have not previously had a special book sale during the year, but we've been discussing it for the upcoming year.
ATB	yes		not for quite some time
ATO	yes		yes, 3-4 times per year
AUH	yes		holiday book sale in Dec.
AWK	yes		on-going in-house book sale but no special event sale planned yet for this year
AWP	yes		no
AYB	yes		yes, 3-4 times per year

2) Please list annual revenue, by branch library, for used book sales. If information exists, please indicate how many items were sold at each branch.

See below. Our goal is to help branches increase book sales; the individual branches get to keep the funds from book sales in their own special revenue accounts. Information concerning how many items were sold at each branch is not available.

**Austin Public Library  
Book Sales by Branch by Month  
Fiscal Year 2017-18**

BRANCH	OCT'17	NOV'17	DEC'17	JAN'18	FEB'18	MAR'18	APR'18	MAY'18	JUN'18	JUL'18	AUG'18	SEP'18	TOTALS BY BRANCH
Carver	\$ 23.10	\$ 68.81	\$ 55.69	\$ 59.36	\$ 63.77	\$ 314.07	\$ 67.66	\$ 46.38	\$ 250.34	\$ 145.45	\$ 130.94	\$ 47.81	\$ 1,273.38
Cepeda	\$ 89.60	\$ 51.74	\$ 70.21	\$ 71.13	\$ 61.44	\$ 29.74	\$ 52.21	\$ 42.50	\$ 72.51	\$ 59.13	\$ 71.59	\$ 82.46	\$ 754.26
Howson	\$ 209.23	\$ 197.68	\$ 291.45	\$ 189.38	\$ 220.33	\$ 347.59	\$ 169.98	\$ 357.50	\$ 151.73	\$ 238.33	\$ 583.84	\$ 174.59	\$ 3,131.63
Little Walnut	\$ 72.52	\$ 115.00	\$ 209.69	\$ 176.91	\$ 131.63	\$ 124.01	\$ 129.33	\$ 81.29	\$ 99.76	\$ 82.22	\$ 74.83	\$ 83.13	\$ 1,380.32
Manchaca	\$ 267.76	\$ 374.95	\$ 432.74	\$ 232.38	\$ 239.04	\$ 322.91	\$ 380.83	\$ 289.72	\$ 317.49	\$ 356.07	\$ 382.18	\$ 293.55	\$ 3,889.62
Milwood	\$ 63.28	\$ 87.75	\$ 98.01	\$ 90.07	\$ 97.94	\$ 90.07	\$ 84.08	\$ 90.99	\$ 87.75	\$ 78.71	\$ 141.07	\$ 94.70	\$ 1,104.42
North Village	\$ 110.62	\$ 92.56	\$ 55.42	\$ 199.08	\$ 83.14	\$ 134.87	\$ 107.34	\$ 133.96	\$ 97.83	\$ 118.46	\$ 74.49	\$ 136.25	\$ 1,344.02
Old Quarry	\$ 220.32	\$ 242.48	\$ 377.36	\$ 259.15	\$ 291.92	\$ 304.39	\$ 160.27	\$ 218.94	\$ 709.89	\$ 349.67	\$ 361.49	\$ 229.56	\$ 3,725.44
Pleasant	\$ 177.38	\$ 185.69	\$ 98.85	\$ 74.36	\$ 185.21	\$ 127.01	\$ 121.26	\$ 54.23	\$ 82.68	\$ 121.94	\$ 104.86	\$ 125.65	\$ 1,459.12
Ruiz	\$ 96.79	\$ 134.88	\$ 81.75	\$ 107.15	\$ 66.50	\$ 129.34	\$ 64.20	\$ 84.42	\$ 56.80	\$ 76.67	\$ 176.44	\$ 115.84	\$ 1,190.78
Southeast										\$ 47.58	\$ 57.27	\$ 72.98	\$ 177.83
Spicewood	\$ 773.68	\$ 345.90	\$ 636.40	\$ 379.12	\$ 270.99	\$ 338.53	\$ 325.65	\$ 283.53	\$ 228.60	\$ 321.05	\$ 394.87	\$ 353.74	\$ 4,652.06
St John	\$ 53.13	\$ 13.12	\$ 31.41	\$ 30.96	\$ 60.97	\$ 153.82	\$ 102.56	\$ 113.07	\$ 80.08	\$ 88.22	\$ 94.54	\$ 91.90	\$ 913.78
Terrazas	\$ 89.61	\$ 35.58	\$ 62.36	\$ 43.41	\$ 78.98	\$ 69.75	\$ 84.08	\$ 57.27	\$ 66.52	\$ 64.20	\$ 56.82	\$ 39.73	\$ 748.31
Twin Oaks	\$ 954.59	\$ 134.24	\$ 1,569.73	\$ 95.79	\$ 119.42	\$ 802.11	\$ 166.35	\$ 136.74	\$ 665.59	\$ 103.03	\$ 169.05	\$ 95.60	\$ 5,012.24
University	\$ 98.52	\$ 82.17	\$ 87.99	\$ 79.90	\$ 99.31	\$ 118.86	\$ 103.01	\$ 113.62	\$ 82.69	\$ 105.10	\$ 99.54	\$ 86.83	\$ 1,157.54
Will Hampton at Oak Hill	\$ 501.64	\$ 337.19	\$ 568.13	\$ 510.86	\$ 430.49	\$ 509.83	\$ 739.25	\$ 475.07	\$ 893.31	\$ 686.58	\$ 424.02	\$ 19.86	\$ 6,096.23
Willie Mae Kirk	\$ 3.24	\$ 28.60	\$ 25.88	\$ 13.95	\$ 19.30	\$ 87.29	\$ 24.01	\$ (5.05)	\$ 23.56	\$ 46.42	\$ 21.71	\$ 9.24	\$ 298.15
Windsor Park	\$ 144.58	\$ 102.78	\$ 169.27	\$ 71.13									\$ 487.76
Yarborough	\$ 186.15	\$ 118.25	\$ 772.99	\$ 204.99	\$ 308.08	\$ 410.22	\$ 357.96	\$ 311.87	\$ 510.38	\$ 831.76	\$ 388.91	\$ 318.04	\$ 4,719.60
<b>TOTALS BY MONTH</b>	<b>\$ 4,135.74</b>	<b>\$ 2,749.37</b>	<b>\$ 5,695.33</b>	<b>\$ 2,889.08</b>	<b>\$ 2,828.46</b>	<b>\$ 4,414.41</b>	<b>\$ 3,240.03</b>	<b>\$ 2,886.05</b>	<b>\$ 4,477.51</b>	<b>\$ 3,920.59</b>	<b>\$ 3,808.46</b>	<b>\$ 2,471.46</b>	<b>\$ 43,516.49</b>

3) Please provide detailed information about the type and number of programs offered each month at Recycled Reads.

Recycled Reads hosts:

- 1 x week, knitting meet-up (20-30 attendees)
- 1 x week, majong meet-up (5-8 attendees)
- 2 x month open mic (8-15 attendees)
- 1 x month music recital (24-30 attendees)
- 4 x year fix-it clinics (75 attendees)

Recycled Reads also hosts various reuse workshops and city sponsored composting and chicken keeping classes.

4) Will these programs continue if the lease with Creative Reuse is executed?

Not only will programs continue, they will increase. Austin Creative Reuse has partnered with us for many of our reuse programs and share our commitment to zero waste. We are currently open 4 days a week to the public. With our partnership with ACR, programs and services will be provided 7 days a week.

5) Given the response in the Q/A that the library does not intend to renew its lease in 2022, where would these programs be held?

It is uncertain that the Library will be able to secure a new lease in 2022, which is why we have been developing an ongoing plan for the library to continue its resale, reuse, and recycling initiatives. It has always been our intention to develop programming that can be exported to the branches, for example Manchaca is already hosting Fix-it Clinics, Central has started a sewing club and Carver has a popular open mic program

6) Does the library plan to reintroduce the Monster Book Sale?

We are looking at several options for selling materials in the community, including the monster sale, and bringing books to events such as festivals and farmers' markets. We would like to develop ways to bring materials to senior centers and maybe even AISD parking lots. There is so much opportunity for what we can do once maintaining a large retail space is minimized.

Please see following information regarding Austin Public Library's efforts to maintain its commitment to community engagement, sustainability and fiscal responsibility:

- As mentioned by CM Tovo, in 2013, Recycled Reads was awarded a grant from the Institute of Museum and Library Services (IMLS) to develop online training videos for other library systems interested in following the Recycled Reads model. Austin Public Library completed the grant requirements, and to date, no other library has adopted the Recycled Reads model due to its financial impact.
- As indicated in documents provided by Mindy Reed to commission members, and the enclosed financial statements, the store is seeing declining sales and increased volume in material intake. This shifting dynamic moves the Recycled Reads location away from the library's vision of *providing easy access to books and information for all ages, through responsive professionals, engaging programs and state-of-the-art technology in a safe and friendly environment* and towards the creation of facility solely providing recycling services.
- Looking ahead to 2022: Austin Public Library's request to sublease the Burnett Road facility to Austin Creative Reuse aligns with the library's vision and its desire to support the City's zero-waste initiative and the resell, reuse and recycle model. A partnership with Austin Creative Reuse will allow Austin Public Library to pursue its goals - *and provide expanded programming to the community* - in a fiscally responsible way moving forward. This next iteration of Recycled Reads will allow the Library to remain in place should another lease be secured, or quickly adapt should the program find itself without a dedicated facility.

## FIRST AMENDMENT OF LEASE AGREEMENT

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

### WITNESSETH:

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

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

### AGREEMENTS:

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

1. Defined Terms. Unless defined differently in this First Amendment, all capitalized terms used in this First Amendment shall have the same meaning ascribed to it the under the Original Lease.

2. Tenant Improvement Allowance. The second sentence of the second section in Item 12 (Special Provisions) of the Original Lease is deleted and replaced with the following sentences:

For each additional \$1.00 per square foot of Tenant Improvement Allowance (up to a maximum amount of \$16.91 per square foot), the Monthly Rent shall be increased by \$.24 per square foot per year, which is based on an amortization of 8% APR. If Tenant does not increase the Tenant Improvement Allowance in \$1.00 increments (causing a \$.24 per square foot per year increase in Monthly Rent), the Monthly Rent shall be increased on the same pro rata basis as the Tenant Improvement Allowance was increased. Within 30 days of Substantial Completion, Lessor and Lessee shall execute an amendment documenting the increased Monthly Rent that includes the amortized amount of the additional Tenant Improvement Allowance.

3. Ratification. All other terms and conditions of the Lease by and between the Lessee and Lessor shall remain as provided thereunder except to the extent modified in this First Amendment of Lease.

4. Authority; Future Amendments. The undersigned representatives of the Lessor and Lessee have full authority to enter into this Lease without the joinder of any other party, and have obtained any and all requisite consents prior to its execution. The "Lease" shall hereby mean the Original Lease as amended by this First Amendment. The Lease can only be further modified or varied by written instrument executed by all parties hereto.

5. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall have the force and effect of an original, on the date and year first set forth above. Facsimile signatures shall have the same force and effect as original signatures.

*OWS*

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

LESSOR:  
Pajo Properties Ltd.,  
a Texas limited partnership

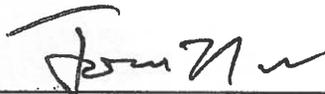
LESSEE:  
City of Austin,  
a home rule corporation

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

By:   
David Brougher,  
Member

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

APPROVED AS TO FORM:

  
Thomas Nuckols  
Assistant City Attorney

Date Approved \_\_\_\_\_  
By Council N/A Admin. Authority

Item Number \_\_\_\_\_

*02/15*

## SECOND AMENDMENT TO LEASE

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

## RECITALS

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

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

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

## AGREEMENT

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

2. Solicitation and Business. Article 19.1 of the Lease is hereby deleted in its entirety and replaced with the following text:

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

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

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

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

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

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

[The signature page follows.]

DWS

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

LESSEE:

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

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

LESSOR:

PAJO PROPERTIES LTD., a Texas limited partnership

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

By: David Brougher  
David Brougher, Member

APPROVED AS TO FORM:

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

Date: 04-16-2012

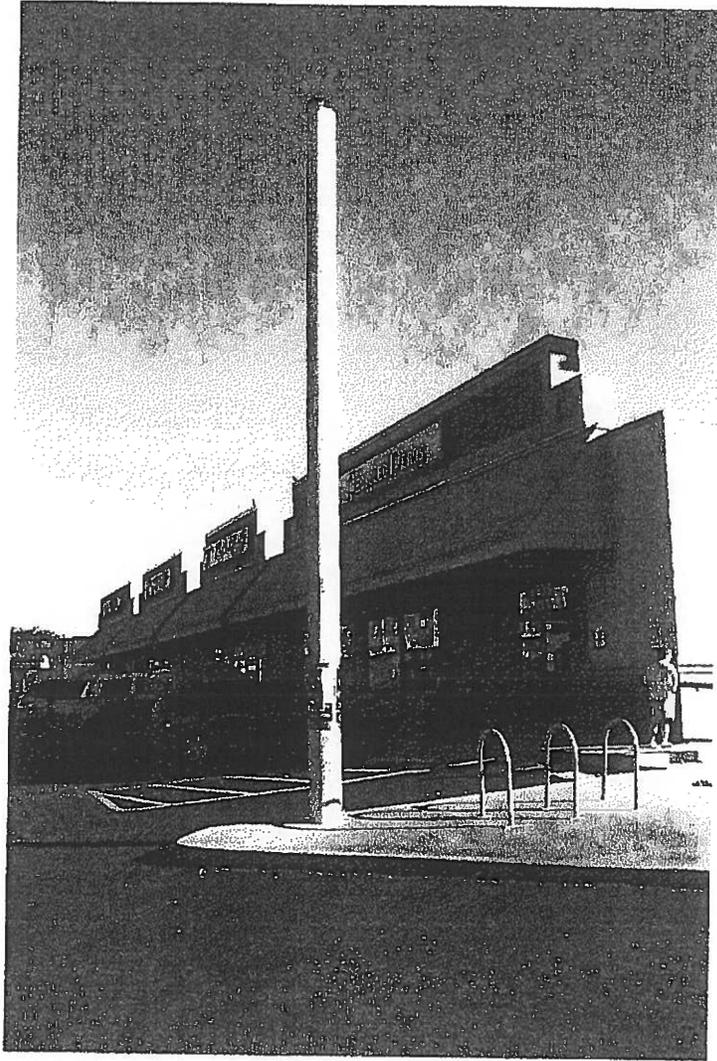
Date Approved

By Council N/A - Admin. Authority  
(no funds involved)

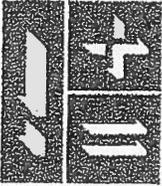
Item Number \_\_\_\_\_

04/16

EXHIBIT "D"



DWS



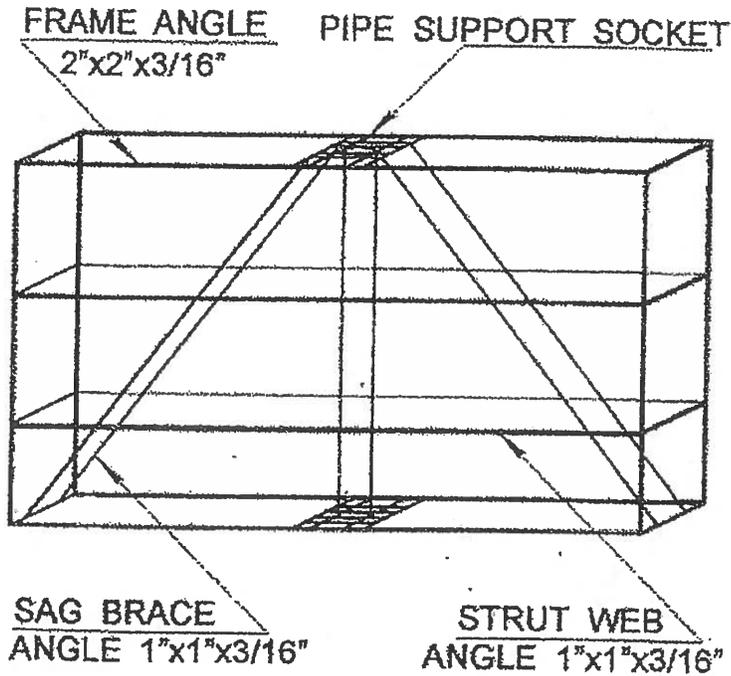
SIGN  
Ideas  
RESOURCE  
+Resources  
MANAGEMENT  
=Solutions

CITY OF AUSTIN  
RECYCLED READS  
POLE SIGN DETAIL

8-2-11

EXHIBIT "E"

page 1 of 2

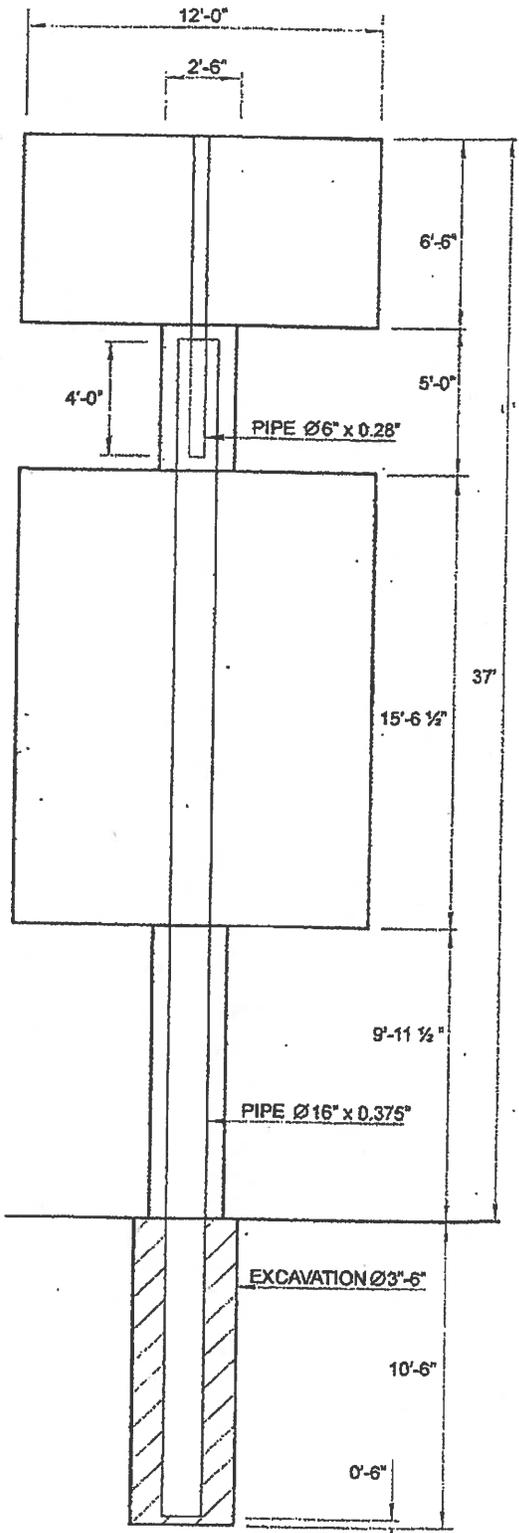


**MOUNTING POLE FOR 72" x 42" x 12"** is typically 6" diameter.  
**CURRENT POLE IS APPROXIMATELY 13-1/4" diameter**, based on the 41.5" circumference;  
cabinet would need to be a minimum of about 20" in depth for this pole to be usable.  
**APPROXIMATE WEIGHT** is 300-350 lbs.  
**WIND LOAD** depends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

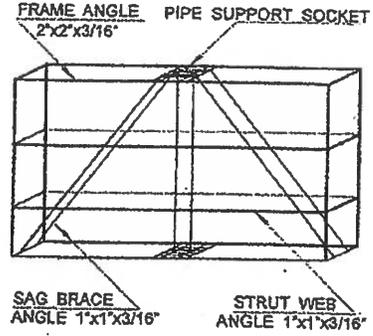
Sign Resource Management, Inc.  
3613 Williams Drive, Suite 802  
Georgetown, TX 78628

Phone: 512-863-9929  
Fax: 512-863-9939  
Web: [www.signresourcemgmt.com](http://www.signresourcemgmt.com)

DWS



CABINET CONSTRUCTION DETAILS



04-12-11P02:01 KCVD

NOTES:

1. STEEL: PIPE ASTM A53 GRADE B OR EQUIVALENT  
ROLLED STEEL FOR PLATE, ANGLE ASTM A36  
BOLTS FOR BEARING TYPE OF CONNECTIONS ASTM A325  
MACHINE BOLTS ASTM A307
2. CONCRETE: ACI 318-08  
MINIMUM COMPRESSIVE STRENGTH 3000 PSI  
RUPTURE MODULUS 300 PSI
3. SOIL: LATERAL SOIL BEARING VALUE 150 PSF/FT
4. LOADS: WIND LEEWARD PRESSURE 32 PSF (SPEED 95 MPH)  
WIND STAGNATION PRESSURE 23 PSF  
EXPOSURE C  
AXIAL COMPRESSION FORCE 6901 LB
6. STRESSES: YIELD STRESS 35000 PSI  
TORSION DUE TO ECCENTRICITY 0 PSI  
ALLOWABLE SHEAR STRESS 1400 PSI  
TOTAL DIRECT SHEAR 470 PSI, SATISFACTORY  
BENDING 27260 PSI  
ALLOWABLE COMPRESSION 4005 PSI  
ACTUAL COMPRESSION 430 PSI, SATISFACTORY  
COMBINED STRESS RATIO 0.99 < 1, SATISFACTORY
6. FOUNDATION:  $1.87 \times \left[ 1 + \sqrt{1 + \frac{6.51 \times 1200 \times 16.23}{7459}} \right] = 10.2 \text{ FT}$   
APPLY: EXCAVATION WIDTH 3 FT 8 IN; DEPTH 10 FT 6 IN
7. POLES: BASE LEVEL: SECTION MODULUS REQUIRED 55 IN<sup>3</sup>  
ESTIMATION: NOMINAL D16" OUTSIDE D16" WALL 0.375"  
SLENDERNESS RATIO 163 < 200, SATISFACTORY  
UPPER LEVEL: SECTION MODULUS REQUIRED 8 IN<sup>3</sup>  
ESTIMATION: NOMINAL D6" OUTSIDE D6.625" WALL 0.28"  
SLENDERNESS RATIO 104 < 200, SATISFACTORY

*Handwritten signature and date: 04/07/2011*

	ATECOR ENGINEERING TX REGISTRATION F-10807 MCALLEN, TX 78504 P: (956) 887-7389 F: (956) 887-7390	DESIGNED FOR: COMET SIGNS CO. 285 WEST TURBO SAN ANTONIO, TX 78216 P: (210) 341-7244 F: (210) 341-7279
	INSEPARABLE ASSEMBLY OUTLINE DRAWING	TITLE: HEB # 27
POLE SIGN, TWO CABINETS, ILLUMINATED	LOCATION: MARGACH & LOOP 410, SAN ANTONIO	
MEASUREMENTS: CUSTOMARY SYSTEM, FT-IN	NON-DESTRUCTIVE TESTING: NOT REQUIRED	
PROJECTION:	TOLERANCES: .XX X ±0.25 ±0.5 ±1	CODE: IBC 2009 / ICC STANDARD: ASCE / SEI-7 SPECIFICATIONS: ANSI / ASTM PAGE 1 OF 1

*Handwritten initials: JWS*

CORRECTED THIRD AMENDMENT TO LEASE

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

RECITALS

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

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

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

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

AGREEMENT

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

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

3. Monthly Rent. As follows:

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

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

OWB  
JR

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

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

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

LESSEE:

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

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

LESSOR:

PAJO PROPERTIES LTD., a Texas limited partnership

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

By: David Brougher  
David Brougher, Member

APPROVED AS TO FORM:

Susan Groce  
Susan Groce, Assistant City Attorney

Date Approved  
By Council 8/16/2012

Item Number 22

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27

THIRD AMENDMENT TO LEASE

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

RECITALS

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

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

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

AGREEMENT

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

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

3. Monthly Rent. As follows:

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

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

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

DWS  
LR

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

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

LESSEE:

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

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

LESSOR:

PAJO PROPERTIES LTD., a Texas limited partnership

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

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

APPROVED AS TO FORM:

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

Date Approved  
By Council 8/16/2012

Item Number 22

DWS  
JR

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made as of this 31<sup>st</sup> day of March, 2015 (the "Effective Date") between the CITY OF AUSTIN, a Texas home-rule city and municipal corporation ("Lessee"), and PAJO PROPERTIES LTD., a Texas limited partnership ("Lessor").

RECITALS

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

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

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

AGREEMENT

1. Lease Term. The Lease is hereby extended for an additional eighty-four (84) month term (the "Extended Term"), expiring on March 31, 2022 and subject to the appropriation provision set forth in Section 4 hereof.

2. Monthly Rent. Monthly Rent for the Extended Term shall be as follows:

	<u>Annual Rate/SF</u>	<u>Monthly Rent</u>
April 1, 2015 – March 31, 2016	\$14.44	\$9,235.97
April 1, 2016 – March 31, 2017	\$14.87	\$9,513.05
April 1, 2017 – March 31, 2018	\$15.32	\$9,798.44
April 1, 2018 – March 31, 2019	\$15.78	\$10,092.39
April 1, 2019 – March 31, 2020	\$16.25	\$10,395.16
April 1, 2020 – March 31, 2021	\$16.74	\$10,707.02
April 1, 2021 – March 31, 2022	\$17.24	\$11,028.23

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3. Lessee Improvements. Lessor hereby agrees (i) to repair the roof and ceiling of the Leased Premises within thirty (30) days after the date hereof, (ii) to repair the fire detection systems within the Leased Premises immediately, and (iii) to install an outdoor hose bib to facilitate cleaning of the rooftop air conditioning units within thirty (30) days after the date hereof.

4. Appropriations. Lessee's payment obligations are payable only and solely from funds appropriated by the City Council of the City of Austin ("*Appropriated*") and available for the purpose of this Lease. The absence of Appropriated or other lawfully available funds shall render this Lease null and void to the extent funds are not Appropriated or available.

5. Capitalized Words. All capitalized words used in this Amendment and not otherwise defined herein shall have the respective meanings given to such words in the Lease. The Lease is incorporated herein by reference for all purposes.

6. Ratification and Compliance. Except as expressly amended or modified by this Amendment, the Lease shall continue in full force and effect. Lessor and Lessee each hereby ratify, affirm, and agree that the Lease, as herein modified, represents the valid, binding and enforceable obligations of Lessor and Lessee respectively. Lessor and Lessee each promise and agree to perform and comply with the terms, provisions and conditions of and the agreements in the Lease, as modified by this Amendment. In the event of any conflict or inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control and govern.

7. Entire Agreement and Amendments. The Lease, as expressly modified by this Amendment, constitutes the sole and only agreement of the parties to the Lease, and supersedes any prior agreements between the parties concerning the lease of the Leased Premises. The Lease may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

8. Lessee Authority. Lessee and the person signing on behalf of it jointly and severally warrant and represent to Lessor that (i) Lessee has the full right, power and authority to enter into this Amendment, (ii) all requisite action to authorize Lessee to enter into this Amendment and to carry out Lessee's obligations hereunder has been taken, and (iii) the person signing on behalf of Lessee has been duly authorized by Lessee to sign this Amendment on its behalf.

9. City Authority. Lessor and the person signing on behalf of Lessor jointly and severally warrant and represent to Lessee that (i) Lessor has the full right, power and authority to enter into this Amendment, (ii) all requisite action to authorize Lessor to enter into this Amendment and to carry out Lessor's obligations hereunder has been taken, and (iii) the person signing on behalf of Lessor has been duly authorized by Lessor to sign this Amendment on its behalf.

10. Binding. This Amendment shall be binding on and inure to the benefit of Lessor, Lessee and their respective heirs, executors, administrators, legal representatives,

JWB

successors and assigns.

11. Governing Law. This Amendment shall be construed and governed by the laws of the State of Texas in effect from time to time.

12. Section Headings. The section headings used herein are intended for reference purposes only and shall not be considered in the interpretation of the terms and conditions hereof.

13. Construction. Each party acknowledges that it and its counsel have had the opportunity to review this Amendment; that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Amendment.

14. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties to this Amendment may execute the Amendment by signing any of the counterparts. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. Lessor and Lessee (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

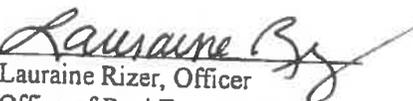
[Signature Page follows]

OWS

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

**LESSEE:**

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

By   
Lauraine Rizer, Officer  
Office of Real Estate Services

APPROVED AS TO FORM

  
Nick Goodling, Assistant City Attorney

**LESSOR:**

PAJO PROPERTIES LTD, a Texas  
limited partnership

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

By   
David Brougher, Member

DWS

**Austin Recycled Reads**  
**Comprehensive Financial Results of Operations**  
**Fiscal Year 2017-18**  
**Final Report: Through September 30, 2018 (Close 2)**

Operations	Fund 1000	Fund 7695	Total of All Funds
Revenue:			
Gross Sales	-	134,011.03	134,011.03
Total Revenue from Operations	<u>-</u>	<u>134,011.03</u>	<u>134,011.03</u>
Expenses:			
Cost of Goods Sold	-	-	-
Labor <sup>4</sup>	347,083.84	-	347,083.84
Rent	156,284.46	54.02	156,338.48
Utilities	11,699.63	-	11,699.63
Advertising	-	1,786.72	1,786.72
Postage	-	275.13	275.13
Office Supplies	-	5,328.54	5,328.54
Inventory Supplies	-	-	-
Fees	-	-	-
Mileage	-	-	-
Expense Refunds <sup>1</sup>	-	(10,847.68)	(10,847.68)
Total Expenses from Operations	<u>515,067.93</u>	<u>(3,403.27)</u>	<u>511,664.66</u>
<b>Net Increase (Decrease) from Operations, before Contributed Services</b>	<u><b>(515,067.93)</b></u>	<u><b>137,414.30</b></u>	<u><b>(377,653.63)</b></u>
<b>Contributed Services* (No Fund Impact)</b>			
Contributions Received:			
Contributed Services - Volunteers <sup>2</sup>	-	37,504.94	37,504.94
Total Contributions Received	<u>-</u>	<u>37,504.94</u>	<u>37,504.94</u>
Contributions Made:			
Contributed Services - Office Space <sup>3</sup>	-	15,633.85	15,633.85
Total Contributions Made	<u>-</u>	<u>15,633.85</u>	<u>15,633.85</u>
<b>Net Increase (Decrease) from Contributed Services</b>	<u><b>-</b></u>	<u><b>21,871.09</b></u>	<u><b>21,871.09</b></u>
<b>Total Net Increase (Decrease) from Operations and Contributions</b>	<u><b>(515,067.93)</b></u>	<u><b>159,285.39</b></u>	<u><b>(355,782.54)</b></u>

Footnotes:

<sup>1</sup>Expense Refunds: From Office of Sustainability for purchasing tools associated with Tool Lending Library.

\*Contributed Services: Accounting and reporting presentation as determined by the Financial Accounting Standards Board in Financial Accounting Standards No. 116 'Accounting for Contributions Received and Contributions Made' (FAS 116) issued June 1993. Generally, contributions received are recognized as revenues in the period received at their fair values. Contributions made are recognized as expenses in the period made at their fair values.

<sup>2</sup>Contributed Services - Volunteers: The value of labor provided by individuals to the organization (Austin Recycled Reads) free of charge on a volunteer basis, in activities that provide value and that the organization would otherwise have to pay for in order to receive. The imputed value is derived by calculating the hours entered by volunteers into online Volgistics (Vicnet) database system on a monthly basis, multiplied by the imputed hourly volunteer rate. The imputed hourly volunteer rate is produced and published by the U.S. Bureau of Labor Statistics, and is currently \$25.15 per volunteer hour worked in the State of Texas.

<sup>3</sup>Contributed Services - Office Space: Represents the value of rental space provided free of charge by the organization (Austin Recycled Reads) to the Library Friends Foundation (Foundation), to enable the Foundation to provide support for their ongoing operations which supports the mission and goals of the Austin Public Library. The imputed value is derived by calculating the percentage of contributed space in relation to total office space at Austin Recycled Reads, multiplied by the total rental expense. For the first six (6) months of Fiscal Year 2017-18, the imputed rental rate is \$1,288.12 per month. For the last six (6) months of Fiscal Year 2017-18, the imputed rental rate is \$1,317.52 per month.

<sup>4</sup>Labor: Temporary labor is recorded in Fund 7695, Unit 3201 via Intercompany Charge, Object 6202, a reimbursement of Fund 1000. There was no temporary labor in FY2017-18.

**Austin Recycled Reads  
Comprehensive Financial Results of Operations  
Fiscal Year 2018-19  
YTD December 31, 2018**

Operations	Fund 1000	Fund 7695	Total of All Funds
<b>Revenue:</b>			
Gross Sales	-	19,979.70	19,979.70
Total Revenue from Operations	<u>-</u>	<u>19,979.70</u>	<u>19,979.70</u>
<b>Expenses:</b>			
Cost of Goods Sold	-	-	-
Labor <sup>4</sup>	74,869.67	-	74,869.67
Rent	26,350.36	26,350.36	52,700.72
Utilities	2,756.97	-	2,756.97
Advertising	-	75.00	75.00
Postage	-	41.79	41.79
Office Supplies	-	504.70	504.70
Inventory Supplies	-	-	-
Fees	-	-	-
Mileage	-	-	-
Expense Refunds <sup>1</sup>	-	(10,396.06)	(10,396.06)
Total Expenses from Operations	<u>103,977.00</u>	<u>16,575.79</u>	<u>120,552.79</u>
<b>Net Increase (Decrease) from Operations, before Contributed Services</b>	<u><b>(103,977.00)</b></u>	<u><b>3,403.91</b></u>	<u><b>(100,573.09)</b></u>
<b>Contributed Services* (No Fund Impact)</b>			
<b>Contributions Received:</b>			
Contributed Services - Volunteers <sup>2</sup>	-	9,766.50	9,766.50
Total Contributions Received	<u>-</u>	<u>9,766.50</u>	<u>9,766.50</u>
<b>Contributions Made:</b>			
Contributed Services - Office Space <sup>3</sup>	-	3,952.56	3,952.56
Total Contributions Made	<u>-</u>	<u>3,952.56</u>	<u>3,952.56</u>
<b>Net Increase (Decrease) from Contributed Services</b>	<u>-</u>	<u><b>5,813.94</b></u>	<u><b>5,813.94</b></u>
<b>Total Net Increase (Decrease) from Operations and Contributions</b>	<u><b>(103,977.00)</b></u>	<u><b>9,217.85</b></u>	<u><b>(94,759.15)</b></u>

Footnotes:

<sup>1</sup>Expense Refunds: From Austin Resource Recovery for marketing expenditures associated with Tool Lending Library.

\*Contributed Services: Accounting and reporting presentation as determined by the Financial Accounting Standards Board in Financial Accounting Standards No. 116 'Accounting for Contributions Received and Contributions Made' (FAS 116) issued June 1993. Generally, contributions received are recognized as revenues in the period received at their fair values. Contributions made are recognized as expenses in the period made at their fair values.

<sup>2</sup>Contributed Services - Volunteers: The value of labor provided by individuals to the organization (Austin Recycled Reads) free of charge on a volunteer basis, in activities that provide value and that the organization would otherwise have to pay for in order to receive. The imputed value is derived by calculating the hours entered by volunteers into online Volgistics (Vicnet) database system on a monthly basis, multiplied by the imputed hourly volunteer rate. The imputed hourly volunteer rate is produced and published by the U.S. Bureau of Labor Statistics, and is currently \$25.15 per volunteer hour worked in the State of Texas.

<sup>3</sup>Contributed Services - Office Space: Represents the value of rental space provided free of charge by the organization (Austin Recycled Reads) to the Library Friends Foundation (Foundation), to enable the Foundation to provide support for their ongoing operations which supports the mission and goals of the Austin Public Library. The imputed value is derived by calculating the percentage of contributed space in relation to total office space at Austin Recycled Reads, multiplied by the total rental expense. For the first three (3) months of Fiscal Year 2018-19, the imputed rental rate is \$1,317.52 per month.

<sup>4</sup>Labor: Temporary labor is recorded in Fund 7695, Unit 3201 via Intercompany Charge, Object 6202, a reimbursement of Fund 1000. There was no temporary labor in the 1st quarter of FY2018-19.

**Austin Recycled Reads  
Comprehensive Financial Results of Operations  
Fiscal Year Ended September 30, 2015**

<b>Operations</b>	Fund 1000	Fund 7695	Total of All Funds
<b>Revenue:</b>			
Gross Sales	-	155,164.31	155,164.31
Total Revenue from Operations	<u>-</u>	<u>155,164.31</u>	<u>155,164.31</u>
<b>Expenses:</b>			
Cost of Goods Sold	-	-	-
Labor <sup>4</sup>	257,873.10	12,684.60	270,557.70
Rent	-	128,863.25	128,863.25
Utilities	12,434.80	-	12,434.80
Advertising	-	-	-
Postage	-	-	-
Office Supplies	-	33,904.23	33,904.23
Inventory Supplies	-	-	-
Fees	-	-	-
Mileage	-	-	-
Expense Refunds <sup>1</sup>	-	(56,430.20)	(56,430.20)
Total Expenses from Operations	<u>270,307.90</u>	<u>119,021.88</u>	<u>389,329.78</u>
<b>Net Increase (Decrease) from Operations, before Contributed Services</b>	<u><b>(270,307.90)</b></u>	<u><b>36,142.43</b></u>	<u><b>(234,165.47)</b></u>
<b>Contributed Services* (No Fund Impact)</b>			
<b>Contributions Received:</b>			
Contributed Services - Volunteers <sup>2</sup>	-	73,208.74	73,208.74
Total Contributions Received	<u>-</u>	<u>73,208.74</u>	<u>73,208.74</u>
<b>Contributions Made:</b>			
Contributed Services - Office Space <sup>3</sup>	-	13,446.60	13,446.60
Total Contributions Made	<u>-</u>	<u>13,446.60</u>	<u>13,446.60</u>
<b>Net Increase (Decrease) from Contributed Services</b>	<u>-</u>	<u><b>59,762.14</b></u>	<u><b>59,762.14</b></u>
<b>Total Net Increase (Decrease) from Operations and Contributions</b>	<u><b>(270,307.90)</b></u>	<u><b>95,904.57</b></u>	<u><b>(174,403.33)</b></u>

Footnotes:

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

\*Contributed Services accounting and reporting presentation as determined by the Financial Accounting Standards Board in Financial Accounting Standards No. 116, 'Accounting for Contributions Received and Contributions Made' (FAS 116) issued June 1993. Generally, contributions received are recognized as revenues in the period received at their fair values. Contributions made are recognized as expenses in the period made at their fair values.

<sup>2</sup>Contributed Services - Volunteers represents the value of labor provided to the organization (Austin Recycled Reads) from individuals, free of charge, in activities that provide value and that the organization would otherwise have to pay for in order to receive. The value is calculated multiplying the hours entered by volunteers into online Volgistics (Vicnet) database system on a monthly basis by the imputed hourly volunteer rate. The imputed rate is derived from the U.S. Bureau of Labor Statistics, which is currently \$21.61 per volunteer hour worked.

<sup>3</sup>Contributed Services - Office Space represents the value of rental space provided by the organization (Austin Recycled Reads) to the Library Friends Foundation (Foundation), free of charge, to enable the Foundation to provide support for their ongoing operations which supports the mission and goals of the Austin Public Library. The rental rate is calculated by the percentage of contributed space, in relation to total office space at Austin Recycled Reads, multiplied by the total rental expense. For calendar years 2013 and 2014, the imputed rental rate is \$1,180.68 and \$1,120.55 per month, respectively.

<sup>4</sup>Labor - Temporary labor for October 2014 through March 2015, and May 2015 through September 2015 recorded in Fund 7695, Unit 3201 via Intercompany Charge, Object 6202, reimbursed Fund 1000.

**Austin Recycled Reads  
Comprehensive Financial Results of Operations  
Fiscal Year Ended September 30, 2016**

Operations	Fund 1000	Fund 7695	Total of All Funds
Revenue:			
Gross Sales	-	154,353.53	154,353.53
Total Revenue from Operations	<u>-</u>	<u>154,353.53</u>	<u>154,353.53</u>
Expenses:			
Cost of Goods Sold	-	-	-
Labor <sup>4</sup>	250,704.32	40,187.60	290,891.92
Rent	143,503.43	-	143,503.43
Utilities	15,564.49	-	15,564.49
Advertising	-	4,810.25	4,810.25
Postage	34.92	248.46	283.38
Office Supplies	-	2,759.59	2,759.59
Inventory Supplies	-	-	-
Fees	-	386.78	386.78
Mileage	140.23	-	140.23
Expense Refunds <sup>1</sup>	-	(60,819.40)	(60,819.40)
Total Expenses from Operations	<u>409,947.39</u>	<u>(12,426.72)</u>	<u>397,520.67</u>
<b>Net Increase (Decrease) from Operations, before Contributed Services</b>	<u><b>(409,947.39)</b></u>	<u><b>166,780.25</b></u>	<u><b>(243,167.14)</b></u>
<b>Contributed Services* (No Fund Impact)</b>			
Contributions Received:			
Contributed Services - Volunteers <sup>2</sup>	-	55,335.56	55,335.56
Total Contributions Received	<u>-</u>	<u>55,335.56</u>	<u>55,335.56</u>
Contributions Made:			
Contributed Services - Office Space <sup>3</sup>	-	13,446.60	13,446.60
Total Contributions Made	<u>-</u>	<u>13,446.60</u>	<u>13,446.60</u>
<b>Net Increase (Decrease) from Contributed Services</b>	<u><b>-</b></u>	<u><b>41,888.96</b></u>	<u><b>41,888.96</b></u>
<b>Total Net Increase (Decrease) from Operations and Contributions</b>	<u><b>(409,947.39)</b></u>	<u><b>208,669.21</b></u>	<u><b>(201,278.18)</b></u>

Footnotes:

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

\*Contributed Services accounting and reporting presentation as determined by the Financial Accounting Standards Board in Financial Accounting Standards No. 116, 'Accounting for Contributions Received and Contributions Made' (FAS 116) issued June 1993. Generally, contributions received are recognized as revenues in the period received at their fair values. Contributions made are recognized as expenses in the period made at their fair values.

<sup>2</sup>Contributed Services - Volunteers represents the value of labor provided to the organization (Austin Recycled Reads) from individuals, free of charge, in activities that provide value and that the organization would otherwise have to pay for in order to receive. The value is calculated by multiplying the hours entered by volunteers into online Volgistics (Vicnet) database system on a monthly basis, by the imputed hourly volunteer rate. The imputed rate is derived from the U.S. Bureau of Labor Statistics, which is currently \$24.66 per volunteer hour worked in the State of Texas.

<sup>3</sup>Contributed Services - Office Space represents the value of rental space provided by the organization (Austin Recycled Reads) to the Library Friends Foundation (Foundation), free of charge, to enable the Foundation to provide support for their ongoing operations which supports the mission and goals of the Austin Public Library. The rental rate is calculated by the percentage of contributed space, in relation to total office space at Austin Recycled Reads, multiplied by the total rental expense. For calendar years 2015 and 2016, the imputed rental rate is \$1,120.55 per month.

<sup>4</sup>Labor - Temporary labor for October 2015 through June 2016 recorded in Fund 7695, Unit 3201 via Intercompany Charge, Object 6202, reimbursed Fund 1000.

**LEASE AGREEMENT**

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

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

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

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

**2. Property Name:**

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

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

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

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

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

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

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

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

7. **Commencement Date:** March 15, 2008.

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

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

9. **Expiration Date:** Upon the last day of the 60<sup>th</sup> month of the Lease Term.

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

11. **Extension Option:** this line intentionally left blank

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

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

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

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

#### **ARTICLE 1. Leased Premises**

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

**ARTICLE 2. Lease Term**

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

**ARTICLE 3. Monthly Rent**

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

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

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

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

**ARTICLE 4. Security Deposit**

4.1 No security deposit shall be required of Lessee.

**ARTICLE 5. Use of the Leased Premises**

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

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

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JR

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

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

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

#### **ARTICLE 6. Condition of Premises; Repairs; Finish Out**

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

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

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

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

6.5 This line is intentionally left blank.

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

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

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

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

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

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

6.9 This area intentionally left blank.

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

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

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

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

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

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

#### **ARTICLE 7. Quiet Possession**

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

#### **ARTICLE 8. Control of Common Areas and Parking Facilities**

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

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

## ARTICLE 9. Insurance Requirements

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

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

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

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

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

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

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

#### 9.2 Specific Coverage.

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

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

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

#### **ARTICLE 10. Lessee's Liability Insurance**

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

#### **ARTICLE 11. Damage by Fire or Other Casualty**

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

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

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

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

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

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

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

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

## **ARTICLE 12. Risk and Indemnification**

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

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

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

#### **ARTICLE 13. Title to Leased Premises/Non-disturbance**

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

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

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

#### **ARTICLE 14. Eminent Domain**

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

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

#### **ARTICLE 15. Assignment or Sublease**

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

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

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

#### **ARTICLE 16. Assignment by Lessor**

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

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

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

#### **ARTICLE 17. Rules and Regulations**

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

#### **ARTICLE 18. Governmental Regulations**

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

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

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

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

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

#### **ARTICLE 19. Solicitation of Business**

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

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

#### **ARTICLE 20. Taxes**

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

*DWS*  
*JR*

**ARTICLE 21. Discharge of All Liens**

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

**ARTICLE 22. Lessee's Covenants**

22.1 Lessee hereby covenants and agrees as follows:

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

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

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

**ARTICLE 23. Lessor's Covenants**

23.1 Lessor hereby covenants and agrees as follows:

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

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

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

**ARTICLE 24. Default by Lessee; Lessor's Remedies**

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

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

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*AR*

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

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

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

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

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

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

## **ARTICLE 25. Default by Lessor; Lessee's Remedies**

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

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

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

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

#### **ARTICLE 26. Relinquishment of Lien for Rent**

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

#### **ARTICLE 27. Law Governing**

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

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

#### **ARTICLE 28. Prior Occupancy**

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

#### **ARTICLE 29. Estoppel Certificate**

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

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

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

#### **ARTICLE 30. Memorandum of Lease**

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

#### **ARTICLE 31. Tender and Delivery of Lease Instrument**

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

#### **ARTICLE 32. Time is of the Essence**

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

#### **ARTICLE 33. Notice**

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

**ARTICLE 34. Entire Agreement and Binding Effect**

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

**ARTICLE 35. Authority**

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

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

**ARTICLE 36. Venue**

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

**ARTICLE 37. Terminology**

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

**ARTICLE 38. Holding Over**

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

**ARTICLE 39. Non-Waiver**

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

**ARTICLE 40. Severability; Interpretation**

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

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

**ARTICLE 41. Reimbursement**

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

**ARTICLE 42. Counterparts; Facsimiles**

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

DWS  
JR

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

**LESSOR:**

Pajo Properties Ltd.,  
A Texas limited partnership

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

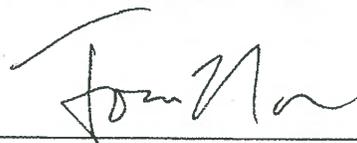
By:   
David Brougher,  
Member

**LESSEE:**

City of Austin  
A home rule corporation

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

APPROVED AS TO FORM:

  
Tom Nuckols  
Assistant City Attorney

Date Approved 11/8/07  
By Council \_\_\_\_\_

Item Number 40

*MS*  
*LR*

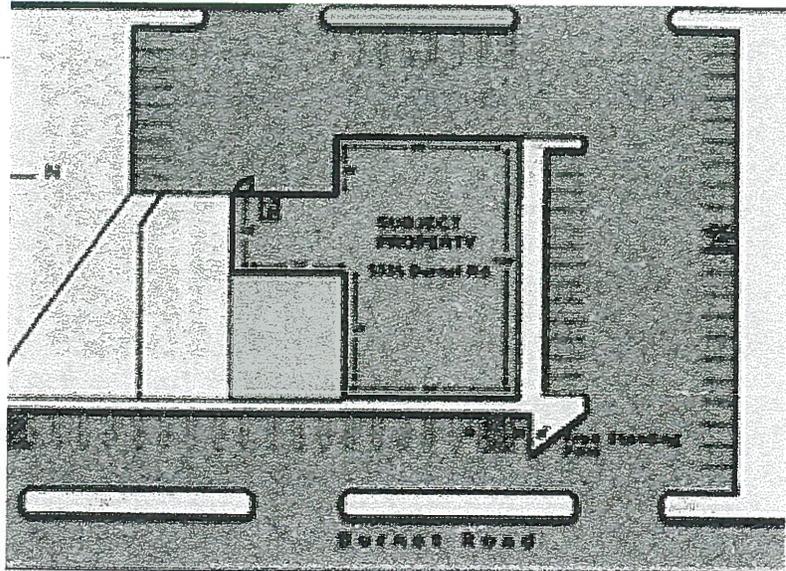
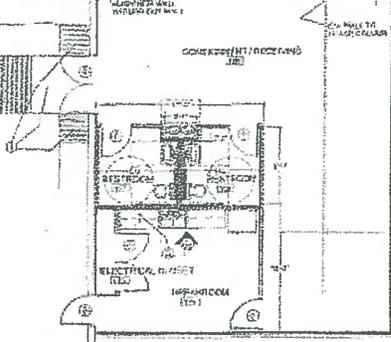
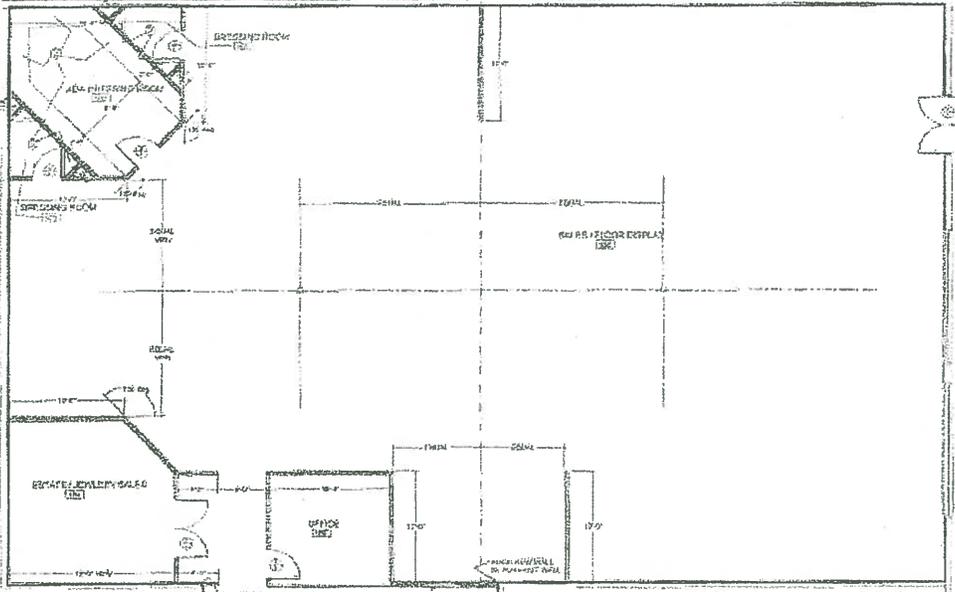


**YANCEY HAUSMAN**  
COMMERCIAL REAL ESTATE SERVICES

Exhibit "A"  
Leased Premises Plan

# FLOOR PLAN

**5335 Burnet Road**  
Austin, Texas



\*Not to Scale

003

**EXHIBIT "B"**

**Description of Fixtures**

**[INTENTIONALLY DELETED]**

*OWS*  
*JR*

Exhibit "C"  
Finish Out

Wall/Floor Finishes

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

Lighting

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

Plumbing

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

Electrical

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

OWS  
JR

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

#### Mechanical

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

#### Doors/Hardware

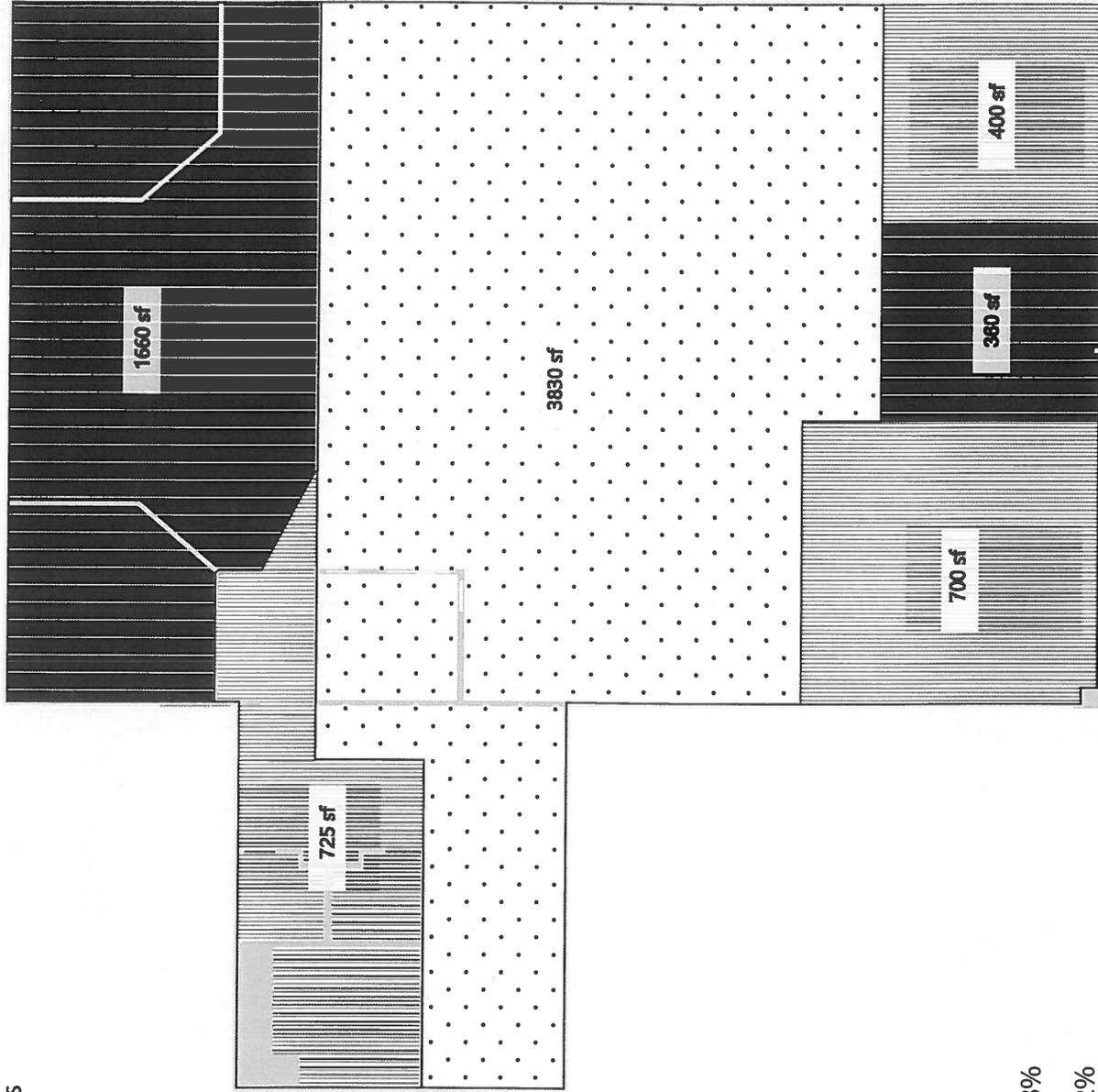
1. Use building standard doors, frames, and lever hardware throughout.

#### Signage

1. Provide interior "way finding" signage.

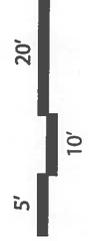
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Austin Creative Reuse/Recycled Reads  
 Apartment



Re cycled Reads	■	2020 sf
ACR	·	3830 sf
Shared	▨	1825 sf
Total		7675 sf

Re cycled Reads Floor Area Usage = 38%  
 ACR Floor Area Usage = 62%



1:16



FAQ:

Location: 5335 Burnet Road  
Square footage: 7, 675 sq. feet \*  
Staff-FTE 3  
Year started 2008  
Year opened to public 2009

Tonnage per year:

2009: **115** 2010: **88** 2011: **147** 2012: **169** 2013: **192** 2014: **216** 2015: **225**  
2016: **303** 2017: **274** 2018: **299**

Revenue per year:

2009: **\$140,300** 2010: **\$180,250** 2011: **\$160,200** 2012: **\$166,150**  
2013: **\$165,100** 2014: **\$163,450** 2015: **\$155,165** 2016: **\$154,353**  
2017: **\$137,180** 2018: **\$134,010**

(Profit/loss financials prepared by APL finance over last 4 years are attached)

ARR financial support (included in revenue figures above):

2012: **\$29,420** 2013: **\$47,950** 2014: **\$56,430** 2015: **\$60,820** 2016: **\$60,585**  
2017: **\$54,715**

Number of items processed 840,000 items annual average  
Number of Books sold 150,000 items annual average

Number of Programs offered and average attendance:

Weekly: Untangled Yarners knitting group, average attendance 25 people

Monthly: Open mic poetry and showcase, average attendance, 12 people

Ukestra orchestra, average attendance, 40 people

Quarterly: Fix-it-Clinics (started 2017) average attendance 75 people

Composting and Chicken keeping average attendance 40 people

Special:

Austin International Poetry fest, average attendance 30 people

Random Acts of Harping, average attendance 40 people

Live Music Performances, average attendance 45 people

Reuse crafting programs, average attendance, 20 people

Narrative:

The sale of books both library weeds and donations were handled by the Friends of the Austin Public Library with annual and semi-annual Monster Book Sales since the early 1990s. In 2006 and 2007 the Friends of APL did operate a bookstore out of the post office at 1800 South First Street, which became the location of the Twin Oaks Library branch that opened in 2010.

Over the years, the Friends of APL sorted and prepared materials for sales in the basement of the Faulk Central Library, but needed to vacate that space. The APL administration decided that APL should operate an ongoing retail store. The location at 5335 Burnet Road was selected for the operation. Librarian, Mindy Reed at the Milwood Library branch was selected to manage the bookstore. It was determined that Reed would be the only FTE staff and that the operation would be supported with volunteers.

While envisioned as a used bookstore, it became apparent within months if APL did not have a way to handle the books that couldn't be sold, the operation would grind to a halt. The public was particularly sensitive to books being thrown in the trash and so APL embarked upon a zero landfill approach. Because of our alliance with Goodwill Industries of Central Texas, picking up 20-30 tons of unsold items per month, and finding none dumping alternatives for the materials, we are able to maintain our zero waste goals.

In 2011, Recycled Reads began upcycling. Through crafting and outreach programs we have made everything from folded books centerpieces to flowers, paper bead jewelry to Holiday decorations out of unsellable books and media. That led to other programs from Dreidel Tournaments to music and poetry programs.

APL's commitment to reuse, repurposing, and recycling became a hallmark of the Recycled Reads operation. In 2010, Bob Gedert became the director of Austin Resource Recovery and became the point person for COA's zero waste initiative. He was impressed with APL's commitment to that cause and as such provided a stipend per tonnage diverted until he retired in 2017.

In 2014, a second FTE was added to the Recycled Reads staff. This librarian elevated the reuse activities at the bookstore by showing customers how to make decorative items from books. This spawned a number of reuse programs at the store, including workshops with Austin Creative reuse. Then a third FTE, and administrative assistant came on board.

In 2015, APL received an IMLS grant of \$25,000 to produce training videos to instruct other public libraries on how to run their own reuse, repurposing and recycling bookstore. Those videos can be found on YouTube, entitled Green Weeding Practices. It should be noted that no other public library has duplicated APL's model, citing expense and ordinance barriers.

Over the years, sales and customers have remained stagnant, while incoming materials have increased both from the library branches and public donations. We have responded to the challenge by offering more sustainability programming and opening up the space to develop programs that could be tested out and then exported to the branches.

From its inception, Recycled Reads has not been a financial success with a deficit of approximately \$200,000 each fiscal year and as APL is a non-enterprise department, we have garnered support from COA and the public due to our stated objectives of: maximizing use of APL materials at affordable pricing; support COA's Zero Waste initiative through reuse, repurpose and recycling; and provide worthwhile volunteer opportunities for those interested in supporting APL.



**Council Question and Answer**

<b>Related To</b>	Item #55	<b>Meeting Date</b>	February 7, 2019
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*Additional Answer Information*

Authorize negotiation and execution of interlocal agreements with the Board of Regents of the University of Texas System and Central Health relating to the realignment of portions of Red River Street between East 12th Street and East 32nd Street and the relocation of associated utilities and authorize the execution of rights of entry in support of the project.

**QUESTION/ANSWER:** COUNCIL MEMBER TOVO'S OFFICE

- 1) *Please post images of the proposed realignment as part of the agenda materials for this item.*  
 See the attached diagram showing conceptually the existing and proposed Red River Street alignments. (This is a Stantec-produced work product made on behalf of the University and shared with the City.) The proposed arena is not labeled but is shown as the light orange rectangle south of UT's Mike Myers Track & Soccer Stadium. The depiction of existing Waller Creek/Waller Creek Tunnel is not 100% accurate. Also not shown to the north is how the proposed Red River Street would transition into Medical Arts Street and tie into existing Red River Street in the vicinity south of 32nd Street.
  
- 2) *Will the proposed re-alignment impact any of the City of Austin's Health South property at 1215 Red River?*  
 The proposed realignment of Red River Street between East 12th Street and East 15th Street is not anticipated to negatively impact the City of Austin's Health South property at 1215 Red River Street.
  
- 3) *Will the newly redesigned Red River include separated bike lanes along this corridor?*  
 Per ATD's Traffic Impact Analysis (TIA) review comments and transportation conditions of approval, on-street bike lanes would be considered as part of the three-lane cross section of the new alignment of Red River Street. For the proposed Red River Street realignment through the UT campus, a buffered bike lane is included along Robert Dedman Drive (new Red River Street) as part of the City of Austin's Bicycle Master Plan.



Existing Red River St.



Proposed Red River St.