

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 16-018**

**INTERLOCAL AGREEMENT FOR THE ADJUSTMENTS OF CITY OF AUSTIN  
WATER AND WASTEWATER SYSTEM UTILITIES IN CONNECTION WITH THE  
BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT**

WHEREAS, Transportation Code, Chapter 370.161, authorizes Mobility Authority to acquire, construct, operate, maintain, or expand a transportation project in Travis County; and

WHEREAS, Subchapter E of Transportation Code Chapter 370 allows Mobility Authority to use the design-build method for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration or repair of a transportation project; and

WHEREAS, Transportation Code, Chapter 370.170 grants to Mobility Authority the power to install, construct, relocate and remove public utilities in, on or under a transportation project and to pay the cost of the relocation, removal, or grade separation of a public utility (other than betterments); and

WHEREAS, by Resolution No. 15-049, the Board authorized the Executive Director to execute a Design Build Contract for the 183 South Project with Colorado River Constructors ("CRC"); and

WHEREAS, pursuant to the Design Build Contract, CRC is obligated to adjust and relocate utilities belonging to the City of Austin Water and Wastewater System ("the City") and to make betterments to the City's system as requested by the City; and

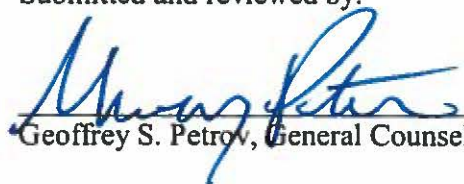
WHEREAS, the Executive Director and the City developed an Interlocal Agreement in order to clearly define roles and responsibilities for each of the parties, to define the payment obligations for the City for their requested betterments, and to identify the City's reimbursable efforts being provided to the Develop; and

WHEREAS, the Austin City Council approved the Interlocal Agreement attached hereto as Exhibit 1 on December 17, 2015.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute an interlocal agreement with the City in the form or substantially in the form of the proposed Interlocal Agreement attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of March 2016.

Submitted and reviewed by:

  
Geoffrey S. Petrov, General Counsel

Approved:

  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit 1**

**INTERLOCAL AGREEMENT FOR THE ADJUSTMENTS OF CITY OF AUSTIN  
WATER AND WASTEWATER SYSTEM UTILITIES IN CONNECTION WITH THE  
BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT**

**THIS AGREEMENT** is made by and between the Central Texas Regional Mobility Authority ("Mobility Authority") and the City of Austin, Texas, a Texas home rule municipal corporation ("City"), hereinafter referred to as the "Parties", and each as a "Party".

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapter 370.161, authorizes Mobility Authority to acquire, construct, operate, maintain, or expand a transportation project in Travis County;

**WHEREAS**, Subchapter E of Transportation Code Chapter 370 allows Mobility Authority to use the design-build method for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration or repair of a transportation project;

**WHEREAS**, Transportation Code, Chapter 370.170 grants to Mobility Authority the power to install, construct, relocate and remove public utilities in, on or under a transportation project and to pay the cost of the relocation, removal, or grade separation of a public utility (other than betterments);

**WHEREAS**, the Interlocal Cooperation Act (chapter 791 of the Government Code) authorizes an interlocal contract between local governments and a political subdivision of the State, and authorizes the parties, in performing a service under the contract, to apply the law applicable to a party, as agreed by the parties;

**WHEREAS**, Mobility Authority's Board has authorized Mobility Authority to undertake and complete a transportation project generally described as: the Bergstrom Expressway (183 South) Project ("Project");

**WHEREAS**, City possesses utility facilities and appurtenances that are or may be in locational conflict with the Project and/or with the ultimate configuration of the Project (the "City Utilities")

**WHEREAS**, the Mobility Authority intends to execute with a private entity (the "D/B Contractor") a certain Design/Build Contract ("D/BC") which will obligate the D/B Contractor to design and construct the Project, pursuant to Subchapter E of Chapter 370 of the Texas Transportation Code;

**WHEREAS**, the D/B Contractor's obligation to design and construct the Project includes the obligation to adjust and relocate the City Utilities as necessary to accommodate the Project (the "City Adjustments").

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, Mobility Authority and City do agree as follows:

## **AGREEMENT**

### **1. Time Period Covered**

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the Effective Date of this Agreement shall be the date on which it becomes effective. This Agreement shall be in full force and effect until the Parties have completely performed their obligations as stated herein, unless earlier terminated, as provided.

### **2. Procurement**

This is an interlocal agreement providing for the design and construction of the adjustment of City Utilities as necessary to accommodate the Project. Pursuant to § 791.012 of the Texas Government Code, Mobility Authority and the City agree to apply the law applicable to Mobility Authority in procuring the contractor to perform that work, including but not limited to, Texas Transportation Code, Chapter 370, Subchapter E.

### **3. Funding and Work Responsibilities**

#### **A. City's Payment**

- 1) The City shall pay to the Mobility Authority within 45 days of receiving the Mobility Authority's invoice a single payment in the full amount of the "City's Total Payment Obligation." The City's Total Payment Obligation shall be an amount equal to the "City's Costs for Betterments," less the "City's Property and Services Contribution." The terms "City's Costs for Betterments," and "City's Property and Services Contribution," are defined as follows:
  - a. "City's Costs for Betterments" The City intends to improve certain segments of utility infrastructure affected by the Project. The improvements, which will consist of upgrades and new infrastructure, are hereafter referred to as the "Betterments," and are described in Exhibit B attached hereto. The term "City's Costs for Betterments," means the City's maximum contribution obligation for Betterments. The City's Cost for Betterments shall not exceed the amount stated in Exhibit A and shall not be increased unless the Parties agree to a modified scope of work.
  - b. "City's Property and Services Contribution" The City is providing the Mobility Authority certain property interests and services in

support of the Project, which are collectively termed, for the purposes of this agreement, the "City's Property and Services Contribution." The City's Property and Services Contributions includes easements needed for completion of the Project, 30% design documents for the City Adjustments and Betterments, and "Special Administrative Costs," that will be incurred in the City's dedication of staff specifically to carry out its design review and support, permitting obligations, inspection, and Project Management in the interest of efficient Project completion. The Special Administrative Costs, as specified in Exhibit A are a lump sum and shall not be increased, except as stated in the following section 3.A.2.

2) Modification of Special Administrative Costs. If substantial completion or final completion of the Project is delayed by more than two months, the Parties shall meet in good faith to determine the amount of additional cost incurred by the City, if any, by such delay and to determine the means for the Mobility Authority's prompt reimbursement for such additional costs. If the Parties are unable to agree on the amount of additional costs, the dispute shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Travis County, Texas, unless another location is mutually agreed upon. Any settlement agreements reached through mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

3) [RESERVED]

4) Whenever funds are paid or remitted by the City to Mobility Authority under this Agreement, the City will remit a warrant made payable to the "Central Texas Regional Mobility Authority." The warrant will be deposited by Mobility Authority in an escrow account to be managed by Mobility Authority. Until the final Project accounting, funds in the escrow account may only be applied by Mobility Authority to the City Adjustment Costs.

5) [RESERVED]

6) Payment or reimbursement by either Party City under this contract beyond the end of the current fiscal year is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. To the extent that the City shall owe to the Mobility Authority payment under the preceding subsection 3.A, such payment may be subject to the approval of the City Council of the City of Austin. Such payment shall be made within a reasonable period of time, subject to the City Council schedule.

## **B. Performance of Work**

1) City agrees that, subject to the terms of this Agreement, Mobility Authority, through its D/B Contractor and subcontractors selected by D/B Contractor, shall effect the adjustment of the City Utilities that are in locational conflict with the Project, as such are determined by Mobility Authority, the City, and/or D/B Contractor, and shall also construct the Betterments, on behalf of Mobility Authority. The City acknowledges that D/B Contractor is an independent contractor of Mobility Authority. The D/BC by and between Mobility Authority and the D/B Contractor confers third-party beneficiary status to the City which extends to and includes any and all warranty and indemnity provisions of the D/BC. Mobility Authority agrees to incorporate within the D/BC provisions requiring the D/B Contractor to comply with the standards for design and construction contained in this Agreement. Mobility Authority shall enforce all D/BC provisions requiring the D/B Contractor to comply with the standards for design and construction contained in this Agreement and shall provide reasonable support for the City's enforcement of its third-party claims against the D/B Contractor.

2) Mobility Authority will authorize the performance of only those City Adjustment items of work which are eligible for relocation reimbursements or for which City has requested and has agreed to pay for as described in this Agreement. This Agreement shall include Exhibit A, *City Adjustment Costs*, which includes the costs for which the City shall be responsible.

3) The Mobility Authority may not allow the D/B to begin work on City Adjustments until final plans have been approved by the City.

## **C. Preparation of Plans**

The 30% design plans, specifications, and cost estimates necessary to adjust the City's facilities, and the full plans, specifications, and cost estimates necessary to complete the Betterments (collectively the "Preliminary Plans"), are attached to this Agreement as Exhibit B. The parties agree that after this Agreement is executed, the Preliminary Plans will be finalized, and the finalized Plans will be substituted for the Preliminary Plans that are attached to this Agreement at execution, and the finalized plans will then become the "Plans" for the purposes of this Agreement. The finalized Plans shall be designated as "Reviewed and Approved for Construction" by the City. Exhibit of the finalized Plans to this Agreement shall be by amendment which shall be administrative in nature and will not require the approval of the governing authority of either Party, but shall require the signature of the Assistant City Manager overseeing the City's Water Utility or his designee for the City and the \_\_\_\_\_ for Mobility Authority. The Parties agree that the finalized Plans will be generally consistent with the preliminary Plans. Each Party represents and warrants that the finalized Plans as attached to this Agreement after execution are approved as to the location and manner in which the utilities will be installed, adjusted, or relocated within the Project right of way (the "ROW"), subject to the D/B Contractor's satisfactory performance of the City Adjustments in accordance with the Plans.

## **D. Design and Construction Standards**

1) Mobility Authority shall require in the D/BC that all design and construction performed for the City Adjustments, and construction performed for the Betterments, by the D/B Contractor shall comply with and conform to the following:

- a. All applicable local and state laws, regulations, decrees, ordinances and policies, including the Utility Accommodation Rules (UAR), the Utility Manual issued by TxDOT (to the extent its requirements are mandatory for the City Adjustments necessitated by the Project), and the policies of Mobility Authority;
- b. All Federal laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance, including without limitation 23 CFR 645 Subparts A and B; and the Buy America provisions of 23 U.S.C § 313 and 23 CFR 635.410.
- c. The terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work;
- d. The standard specifications, standards of practice, and construction methods (collectively, "standards") which City customarily applies to utility facilities comparable to the City Utilities that are constructed by the City or for the City by its contractors at the City's expense, which standards are current at the time this Agreement is signed by the City, and which include but are not limited to: (i) the Utility Criteria Manual, (ii) the Standard Products List, and (iii) Technical Criteria Manuals. The City agrees to provide these materials to Mobility Authority and the D/B Contractor in writing (including email transmission of documents).
- e. The completed Plans; and
- f. The warranty provided by D/B Contractor in the D/BC with regard to all other work performed under the D/BC.

2) Mobility Authority shall require the D/B to carry insurance of the types and in amounts no less than those specified in the attached Exhibit “\_” and shall ensure that the City is named as an additional insured on such policies.

3) Mobility Authority shall require in the D/BC that such design and construction also shall be consistent and compatible with (i) the D/B Contractor's current design and construction of the Project, (ii) the "Ultimate Configuration" for the Project, and (iii) any other utilities being installed in the same vicinity. In case of any inconsistency among any of the standards referenced in this Agreement, the most stringent standard shall apply.

4) The Plans shall identify all utility facilities that the City intends to abandon in place rather than remove, including material type, quantity, size, age, condition (if known), and method of abandonment, which shall be subject to Mobility Authority's approval.

5) For any asbestos cement ("AC") pipe removal work, the D/B Contractor shall follow the National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), the Occupational Safety and Health Administration ("OSHA"), the Texas Department of State Health Services ("TDSHS"), and the City's established procedures and requirements. In the event of any contamination caused by the pipeline removal, the D/B Contractor shall be responsible for that remediation.

6) With the exception of undisturbed AC pipe as approved to remain in place, no facilities containing hazardous or contaminated materials may be abandoned, but shall be specifically identified and removed in accordance with the requirements of this Agreement. The Mobility Authority agrees to pay for the assessment and remediation or other corrective actions relating to soil and groundwater contamination caused by the utility facility prior to the removal.

7) The City agrees that all service meters must be placed outside of the Project ROW unless otherwise agreed by Mobility Authority.

#### **E. City Provided Services**

In addition to services provided by the City as specified elsewhere in this Agreement, the City shall provide the following services:

1) Review any and all plans addressed in the preceding section 3.C in a timely manner for substantial compliance with the requirements of this agreement and applicable City procedures, Legal Requirements and City Standards, and will approve all Plans and Specifications that comply with these requirements in all material respects within a reasonable period of time after submission.

2) Reasonable assistance to D/B Contractor in obtaining any necessary local or municipal permits as not otherwise provided for under the D/BC, as may be required for the City Adjustments and the Betterments.

3) Throughout the City Adjustment work, and the Betterment work, hereunder, the City shall provide adequate inspectors and appropriate supporting resources for such construction. The work shall be inspected by the City's inspector(s) at least once each working day, and more often if such inspections are deemed necessary by City. Further, upon request by the D/B Contractor or its contractors, the City shall furnish an inspector at any reasonable time in which construction is underway pursuant to this Agreement, including occasions when construction is underway in excess of the usual forty (40) hour work week and at such other times as reasonably required. The City agrees to promptly notify the D/B Contractor and Mobility Authority of any concerns resulting from any such inspection.



4) For this Agreement, “Substantial Completion,” means that construction of one or more segments of the City Adjustments has been substantially completed in accordance with the Plans with the exception of only minor punch list items. Further, with regard to water and wastewater lines construction, Substantial Completion means that the City Adjustments, including all testing and disinfection in accordance with the City of Austin 510 Pipe Specifications, have been completed and accepted, including “as-built” drawings have been provided, costs and quantities have been provided, a certified letter from the D/B Contractor’s design engineer indicating that the City Adjustments were constructed in accordance with the Plans and that installation of all components is in accordance with all the design and construction standards as stated in this Agreement, and the line(s) placed into service. Work that remains after Substantial Completion could include the final pavement of roadways, adjustment of structures to final grade and revegetation.

- a. When the D/B Contractor considers that the City Adjustments, or a segment thereof which the City agrees to accept separately, are substantially complete, the D/B Contractor shall notify Mobility Authority and the City and request a determination as to whether the City Adjustments or a designated segment thereof are substantially complete. If the City does not consider the City Adjustments, or a segment thereof, substantially complete, the City will notify Mobility Authority and the D/B Contractor giving reasons therefor. After performing any required work, the D/B Contractor shall then submit another request for the City to determine Substantial Completion. If the City considers the City Adjustments (or a segment thereof) to be substantially complete, the City will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, and shall include a punch list of items (“Punch List Items”) to be completed or corrected. In each case, the City shall provide such determination within 14 days of the notice from the D/B Contractor. Failure to include an item on the Punch List Items does not alter the responsibility of Mobility Authority to cause the completion of the City Adjustments in accordance with this Agreement.
- b. Mobility Authority shall cause completion of all Punch List Items no later than final acceptance of the Project, subject to Force Majeure Delays, as that term is defined in the D/BC.
- c. Mobility Authority shall cause the D/B Contractor to provide the City with a certified letter indicating that the City Utilities are free and clear of all liens, claims and encumbrances.
- d. Mobility Authority and/or the D/B Contractor shall have the obligation to maintain the adjusted City Utilities until the City accepts the adjusted City Utilities as stated herein.

5) By final acceptance of the Project, Mobility Authority shall cause the D/B Contractor to submit to the City written documentation showing that the Punch List Items have been satisfactorily completed, along with the letters described in subsection (3) above. Also by final acceptance of the Project, Mobility Authority and/or the D/B Contractor shall provide the City with final “as-built” drawings of the City Adjustments and Betterments.

6) Within 30 days of receiving documentation described in subsection (4) above, the City shall perform a final inspection of the adjusted City Utilities, including conducting any tests as are necessary or appropriate, and that are not the obligation of D/B Contractor as stated in 3.G. below, and accept such construction by giving written notice of such acceptance to Mobility Authority and D/B Contractor. If the City does not accept the construction, then the City shall, not later than the 15th business day after the inspection of the adjusted City Utilities, notify Mobility Authority and D/B Contractor in writing of the grounds for non-acceptance. Mobility Authority and D/B Contractor shall notify the City in writing upon completion of corrections to the non-conforming work. With regard to any re-inspection (and re-testing if appropriate) of any revised construction, Mobility Authority, the D/B Contractor, and the City shall follow the same notice and inspection schedule set forth above.

7) From and after the City’s acceptance of an adjusted City Utility, the City agrees to accept ownership of, and full operation and maintenance responsibility for, such City Utility. The City shall not have ownership and operation and maintenance responsibility for any adjusted City Utility until the City has accepted such City Utility in accordance with the preceding section 3.E.5.

8) At the D/B Contractor’s request, the City shall assist the D/B Contractor in locating any City Utilities (including appurtenances) which are owned and/or operated by City and may be impacted by the Project. Without limiting the generality of the foregoing, or limiting D/B Contractor’s obligation under the D/BC to make inspections and investigations necessary to locate and avoid existing utilities, in order to help facilitate that neither the adjusted City Utilities nor existing, unadjusted utilities owned or operated by the City are damaged during construction of the Project, the City shall make reasonable attempts based on available "as built" information, to mark in the field the location of all such utilities horizontally on the ground in advance of Project construction in the immediate area of such utilities.

#### **F. Mobility Authority Provided Services**

1) In addition to services provided by Mobility Authority as specified elsewhere in this Agreement, Mobility Authority shall provide the following services:

- a. Provide plans to the City for review and approval in accordance with the preceding section 3.C. and 3.E..
- b. Participate with D/B Contractor in inspections of the work by the City.
- c. Permit City’s inspectors and other authorized representatives to inspect the City Adjustments at all times.

- d. Ensure delivery of as-built drawings to City
- 2) The Mobility Authority shall ensure that the D/B Contractor will provide the following services and documentation
- a. Project management during the City Adjustments and perform the City Adjustments
  - b. Documentation of any field modifications occurring in the City Adjustments
  - c. As-built plans of the City Adjustments for Mobility Authority and the City
  - d. Detailed records of work and payments to manage and account for the City's funds that have been escrowed with Mobility Authority
  - e. Maintain a job file
  - f. Maintenance of all adjusted facilities until City acceptance
  - g. Secure any necessary local or municipal permits as not otherwise provided for under the D/BC, as may be required for the City Adjustments, with the reasonable assistance of the City
  - h. The D/B shall not begin work on any portion of the City Adjustments until the City has approved the final plans for such work.

**G. Betterments**

1) For purposes of this Agreement, unless otherwise specified, the term "Betterment" means any upgrading of a City Utility being adjusted that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the City, including but not limited to an increase in the capacity, capability, efficiency or function of the adjusted City Utility over that provided by the existing City Utility facility or an expansion of the existing City Utility facility; provided, however, that the following are not considered Betterments:

- a. any upgrading which is required for accommodation of the Project;
- b. replacement devices or materials that are of equivalent standards although not identical;
- c. replacement of devices or materials no longer regularly manufactured with the next highest grade or size;

- d. any upgrading required by applicable laws, regulations, codes or ordinances;
- e. replacement devices or materials which are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase); or
- f. any upgrading required by the City's written "standards" meeting the requirements of Paragraph 3.D.(1)(d).

2) It is understood and agreed that Mobility Authority shall not pay for any Betterments and that the City shall be solely responsible therefore. No Betterment may be performed hereunder (i) which is incompatible with the Project or the Ultimate Configuration, (ii) which cannot be performed within the other constraints of applicable law or any applicable governmental approvals, or (iii) which cannot be performed within the requirements of the Project schedule.

3) The determinations and calculations of Betterment described in this Paragraph 3.H. shall exclude right of way acquisition costs. Betterment in connection with right-of-way acquisition is addressed in Paragraph 4.

4) The total costs for all Betterments performed pursuant to this Agreement are included within the City Adjustment Costs shown on Exhibit A. The City Adjustment Costs shall not be modified on account of Betterments unless a change in the scope of work occurs, as referenced in subsections 3.A.2) and 3.A.3).

#### **4. Real Property Interests**

##### **A. Definitions Relevant to this Article 4, *Real Property Interests***

1. *Applicable Law*, for the purposes of this Article 4, *Real Property Interests*, means any law, code, regulation, or ordinance applicable to the acquisition of interests in real property for the Project, including, without limitation, all Federal laws, regulations, decrees, ordinances and policies applicable to projects securing Federal Funds, 42 U.S. Code Chapter 61 – *Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs*; and state and local laws, regulations, decrees, ordinances and policies, including without limitation the Texas Property Code, Texas Transportation Code §§ 370.161- 370.193, *Acquisition, Construction, and Operation of Transportation Projects*, and Texas Parks and Wildlife Code, §§ 26.001- 26.004, *Protection of Public Parks and Recreational Lands*.
2. *Betterment Property Interests*, for the purposes of this Article 4, *Real Property Interests*, means any new easement or other interest in real property outside of the Project right of way that is not attributable to the Project, and that is made solely for the benefit and at the election of the

City and is not required in order to comply with any other law, code, or ordinance.

3. *Existing Utility Property Interests*, for the purposes of this Article 4, *Real Property Interests*, means any right, title, claim, including prescriptive rights, or interest in real property claimed by the City with respect to the City Utilities in their existing location(s)
4. *Mobility Authority*, for the purposes of this Article 4, *Real Property Interests*, means the Mobility Authority or its lawfully designated agent for acquiring Betterment Property Interests and Replacement Utility Property Interests.
5. *Replacement Utility Property Interests*, means any new easement or other interest in real property outside of the Project right of way that is attributable solely to the Project and is required to comply with an applicable law, code, or ordinance.

**B.** City to provide documentation of Existing Utility Property Interests. The City has provided, or upon execution of this Agreement shall promptly provide to Mobility Authority documentation indicating any Existing Utility Property Interest

**C.** Acquisition of Property Interests in City-owned land. For those portions of the City Adjustments that require the relocation of utilities to a Replacement Property Interest owned by the City, the City will undertake the acquisition and establishment of easements in that City-Owned property at the cost of the Mobility Authority, pursuant the Applicable Laws.

**D.** Acquisition of Property Interests in Land Not Owned by the City. The Mobility Authority shall be responsible for acquiring Replacement Property Interests and Betterment Property Interests as follows.

1. If acquisition of Replacement Property Interests is necessary, then the Mobility Authority shall be responsible for undertaking such acquisition, with the assistance of the City. The City shall use reasonable efforts to assist the Mobility Authority if necessary. Mobility Authority shall ensure that each acquisition complies with Applicable Law. Acquisition of Replacement Property Interests is at the Mobility Authority's cost
  - a. Mobility Authority use easement forms provided by the City. Any alterations and/or revisions to the easement forms are subject to approval by the City, which shall not be unreasonably withheld.
  - b. Mobility Authority acknowledges that the City's easement forms may contain rights not contained within the forms covering the Existing Utility Property Interests. Any difference in the rights between the Existing Utility Property Interest forms and the

easement forms provided by the City are NOT to be considered "Betterments.

- c. For each Existing Utility Property Interest located within the final Project right of way upon completion of the related City Adjustment work and its acceptance by the City, the City agrees to execute a quitclaim deed or other appropriate documentation (e.g. release of easement) relinquishing such Existing Utility Property Interest to Mobility Authority, unless the affected City Utility is remaining in its original location or is being reinstalled in a new location within the area subject to such Existing Utility Property Interest. All quitclaim deeds or other relinquishment documents shall be subject to Mobility Authority's reasonable approval provided, however such documents shall release the City's interests in the Existing Utility Property Interest on an "as-is, where-is" basis and the City shall not be required to give any warranty of title. For each such Existing Utility Property Interest relinquished by the City, Mobility Authority shall do one of the following to compensate the City for such Existing Utility Property Interest, as appropriate:
- (1) If the City or the D/B Contractor on behalf of the City acquires a Replacement Utility Property Interest for the affected City Utility, Mobility Authority shall pay or cause the D/B Contractor to pay the City for the City's actual acquisition costs in accordance with the terms of this Article 4; or
  - (2) If the City does not acquire a Replacement Utility Property Interest for the affected City Utility, Mobility Authority shall compensate the City or cause the D/B Contractor to compensate the City for the fair market value of such relinquished Existing Utility Property Interest, as mutually agreed between the City and Mobility Authority and supported by an independent appraisal performed by a State Certified General Real Estate Appraiser. In the event City and Mobility Authority cannot agree on the fair market value of such relinquished Existing Utility Property Interest, the City and Mobility Authority may each engage at their expense a State Certified General Real Estate Appraiser, and the fair market value of such relinquished Existing Utility Property Interest for purposes hereof shall be the mean value between the two appraisals.
- d. The compensation provided to the City pursuant to this Article 4.C.1 shall constitute complete compensation to the City for the relinquished Existing Utility Property Interest and any

Replacement Utility Property Interest, and no further compensation shall be due to the City the Mobility Authority on account of such Existing Utility Property Interest or Replacement Utility Property Interest(s).

2. If acquisition of Betterment Property Interests in necessary, then the City shall be responsible for the costs of acquiring such interest
  - a. City payment for Betterment Property Interests will be based on a fair market appraisal and will only be composed of the portion of the property interest in excess of the size of the required by Applicable Law.
  - b. The City's obligation for the costs of acquiring Betterment Replacement Property Interests shall not exceed the fair market value of such interest as determined in accordance with an appraisal prepared in accordance with Applicable Law.
  - c. The appraisal of any Betterment Replacement Property Interest is subject to the City's review and approval prior to the Mobility Authority's entering into any purchase agreement for the interest

**E.** The City shall execute a Utility Joint Use Acknowledgment for each City Adjustment where required pursuant to Mobility Authority policies. All City Joint Use Acknowledgments shall be in substantially the form attached to this Agreement as Exhibit " \_".

## **5. Termination**

- A.** This Agreement may be terminated in the following manner:
- 1) By mutual written agreement and consent of both parties;
  - 2) By either party upon the failure of the other party to cure an Event of Default as provided below;
  - 3) By either party if a party fails to appropriate funds for the completion of this Project; or
  - 4) By either party if the Project is cancelled or modified so as to eliminate the necessity of the Adjustment work described herein. Upon such termination, the parties shall negotiate in good faith an amendment that shall provide mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties relating to such termination. In particular, and without limitation, each party shall be liable to the other for its share of any costs incurred by the other party prior to receipt of notice of termination, and for its share of any costs incurred by the other party after receipt of notice of termination, and which could not be reasonably avoided.

- B.** In the event either party fails to perform its material obligations as set forth in this Agreement (an "Event of Default"), the other party (the "Non-Defaulting Party") shall provide prompt written notice of such failure. The party receiving the notice (the "Defaulting Party") shall then have thirty (30) days in which to cure the Event of Default, or if the failure is such that it cannot be cured in thirty days, to make substantial and continued progress toward curing the Event of Default within a reasonable time. In the event that, after written notice as provided herein, the Defaulting Party fails, within thirty days, to cure the Event of Default, or, if the Event of Default is such that it cannot be cured in thirty days, to make substantial and continued progress toward curing the Event of Default within a reasonable time, then the Non-Defaulting Party, by further written notice to the Defaulting Party, may immediately terminate this Agreement.
- C.** If the Agreement is terminated in accordance with the above provisions, City will be responsible for the payment of its share of City Adjustment Costs incurred by Mobility Authority on behalf of City up to the time of termination.

## **6. Right of Access**

If City is the owner of any part of the Project site, City shall permit Mobility Authority, D/B Contractor, or their authorized representatives to have access to the site to perform any activities required to execute the City Adjustments.

## **7. Responsibilities of the Parties and Indemnity**

City acknowledges that it is not an agent, servant, or employee of the Mobility Authority or D/B Contractor, nor is it engaged in a joint enterprise with either of them, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the City Adjustments. **TO THE EXTENT PERMITTED BY TEXAS LAW, CITY AGREES THAT IT IS RESPONSIBLE, TO THE EXCLUSION OF ANY SUCH RESPONSIBILITY OF THE MOBILITY AUTHORITY, ITS AGENTS AND EMPLOYEES, FOR ANY AND ALL LIABILITY, SUITS, ACTIONS, AND CLAIMS FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY TO THE EXTENT THAT THEY ARE CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS AND/OR THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, PROFESSIONAL CONSULTANTS, CONTRACTORS, AND AGENTS, DURING THEIR PERFORMANCE OF WORK AND IN CONSEQUENCE WITH THE PERFORMANCE OF THE DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION OF THE CITY UTILITIES AND/OR THE ADJUSTED UTILITIES, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION. THE CITY IS NOT RESPONSIBLE FOR ANY LIABILITY, SUITS, ACTIONS, AND/OR CLAIMS FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY TO THE**



EXTENT THAT THEY ARE CAUSED BY ANY OTHER ENTITY, INCLUDING THE MOBILITY AUTHORITY, ITS EMPLOYEES, PROFESSIONAL CONSULTANTS, CONTRACTORS, AND/OR AGENTS. SUCH RESPONSIBILITY INCLUDES BUT IS NOT LIMITED TO ANY CLAIMS OR AMOUNTS ARISING OR RECOVERED UNDER THE "WORKERS COMPENSATION LAW," THE TEXAS TORT CLAIMS ACT, CHAPTER 101, TEXAS CIVIL PRACTICE AND REMEDIES CODE; OR ANY OTHER APPLICABLE LAWS OR REGULATIONS, ALL AS TIME TO TIME MAY BE AMENDED.

#### **8. Entire Agreement**

This Agreement embodies the entire agreement between the parties, supersedes all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to its subject matter, and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein.

#### **9. Successors and Assigns**

Mobility Authority and City each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

#### **10. Amendments**

This Agreement may be amended only in a writing signed by both parties.

#### **11. Notices**

All notices to either party by the other required under this Agreement shall be delivered by receipted overnight delivery service, addressed to such party at the following addresses:

<p><b>CITY:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>MOBILITY AUTHORITY:</b></p> <p>[name of person or office]</p> <p>Central Texas Regional Mobility Authority</p> <p>3300 N. IH-35, Suite 300</p> <p>Austin, Texas 78705</p>
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All notices shall be deemed given on the date so delivered, unless otherwise provided in this Agreement. Either party may change the above address by sending written notice of the change to the other party.

**12. Approvals**

Any acceptance, approval, or any other like action (collectively "Approval") required or permitted to be given by either the City or Mobility Authority pursuant to this Agreement:

- A. Must be in writing to be effective (except if deemed granted pursuant hereto), and
- B. Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval.

**13. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by Mobility Authority and the City in duplicate.

THE CITY

\_\_\_\_\_  
Signature

---

Typed or Printed Name

---

Title

---

Date

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

---

[Title]

---

Date

# EXHIBIT A

	<u>CITY to CTRMA</u>	<u>CTRMA to CITY</u>
<b>NEGOTIATED LUMP SUM COSTS FOR BETTERMENTS</b>		
Construction Costs for Betterments	\$ 9,705,504.02	
Easements Costs for Betterments	\$ 400,580.76	
Subtotal:	\$ 10,106,084.78	
<b>PREVIOUSLY EXPENDED INDIRECT COSTS FOR CITY RELATED TO UTILITY RELOCATIONS</b>		
Engineering/PM/Easement Acq./AWU Design Review/Coordination with CTRMA and DB Contractor		\$ 1,989,393.75
Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25%		\$ (497,348.44)
Subtotal:		\$ 1,492,045.31
<b>PROPOSED LUMP SUM INDIRECT COSTS FOR CITY RELATED TO UTILITY RELOCATIONS</b>		
Design Reviews and Engineering/Field Support/Administrative (Austin Water Utility, Public Works)		\$ 529,974.00
Easement Acquisition (Office of Real Estate)		\$ 189,760.00
Construction Inspection (Public Works)		\$ 904,040.00
		\$ 1,623,774.00
Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25%		\$ (405,943.50)
Subtotal:		\$ 1,217,830.50
Project Management (Public Works)		\$ 446,160.00
Subtotal:		\$ 446,160.00
<b>PROPOSED LUMP SUM INDIRECT COSTS FOR PERMITTING</b>		
Permitting Assistance		
(Development Services Department)		\$ 260,000.00
(Austin Transportation Department)		\$ 50,000.00
		\$ 310,000.00
Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25%		\$ (77,500.00)
Subtotal:		\$ 232,500.00
Total:	<u>\$ 10,106,084.78</u>	<u>\$ 3,388,535.81</u>
City of Austin Cost Responsibility for Betterments		\$ 10,106,084.78
CTRMA Cost Responsibility for City indirect costs related to Non-Betterment Relocations		\$ (3,388,535.81)
<b>Total Pay-out to CTRMA for Project Utility Relocations</b>		<u><b>\$ 6,717,548.97</b></u>

**EXHIBIT B**

**PLANS**

**EXHIBIT C**

**FORM OF UTILITY JOINT USE ACKNOWLEDGMENT**



## UTILITY JOINT USE ACKNOWLEDGEMENT REIMBURSABLE UTILITY ADJUSTMENT

U-Number:

District:  
 Highway:  
 County:

**WHEREAS**, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

**WHEREAS**, the \_\_\_\_\_, ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

**NOW, THEREFORE**, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

\_\_\_\_\_  
 Initial                      Date

Participation in actual costs incurred by the **Utility** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Acknowledgement , do not waive or relinquish any right that they may have under the law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

Owner: \_\_\_\_\_  
Utility Name

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

\

**The State of Texas**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Texas Department of Transportation

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**AGENDA**



**Recommendation for Council Action**

Austin City Council	<b>Item ID</b>	51774	<b>Agenda Number</b>	35.
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<b>Meeting Date:</b>	11/19/2015	<b>Department:</b>	Public Works
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**Subject**

Authorize negotiation and execution of an interlocal agreement with the Central Texas Regional Mobility Authority for the relocation and improvement of water and wastewater utilities in connection with the Mobility Authority's Bergstrom Expressway (183 South) Project for the amount of \$6,717,549 plus a contingency of \$1,010,608, for a total agreement amount not to exceed \$7,728,157.

**Amount and Source of Funding**

Funding is available in the Fiscal Year 2015-2016 Capital Budget of the Austin Water Utility.

**Fiscal Note**

A fiscal note is attached.

**Purchasing Language:**

**Prior Council Action:**

**For More Information:** Randy Harvey, 512-974-1585; Aldo Ranzani, 512-972-1122; Lucy Bonee, 512-974-7967

**Council Committee, Boards and Commission Action:** Recommended by the Water & Wastewater Commission on December 9, 2015.

**MBE / WBE:**

**Related Items:**

**Additional Backup Information**

The Central Texas Regional Mobility Authority's board has authorized the CTRMA to undertake and complete a transportation project generally described as the Bergstrom Expressway (183 South) from US 290 at Springdale / Manor Road to SH 71 near Bergstrom Airport.

The City possesses utility infrastructure that is or may be in conflict with the proposed Bergstrom Expressway. CTRMA is obligated to relocate, at their expense, existing City utilities as necessary to accommodate their project. The City has to date incurred approximately \$1,492,045 in costs associated with the acquisition of easements, project management, and engineering costs to facilitate these relocations and these costs are reimbursable to the City from CTRMA.

This project also provides an opportunity for Austin Water to upgrade their existing infrastructure during this project as well as add new infrastructure to better serve the growing Austin Metropolitan area. These requested upgrades and additions are considered "betterments" and will be constructed by the CTRMA as part of this project and will be funded by Austin Water. The City and CTRMA have agreed on a lump sum cost of \$10,106,085 associated with these betterments. The City and CTRMA agree that the \$10,106,085 represents the total lump sum cost associated with the requested betterments and that there will be no adjustments to this cost unless the agreed scope of work is modified.

A project of this size, scope, and schedule will stress City staff responsible for design support and permitting reviews which can translate into extended City process timelines for this project as well impacting other unrelated projects moving through the permitting and review processes. To mitigate this impact, the City has agreed to provide dedicated City permit and review staff from the various departments impacted by this project and the CTRMA has agreed to fund the additional City staff required to fulfill this obligation. The City and CTRMA have agreed on a lump sum cost of \$1,896,491 associated with the dedicated City services.

This Inter-local Agreement allows the Austin Water to pay CTRMA the agreed lump sum cost of the betterments in the amount of \$10,106,085, less the agreed lump sum costs incurred to date by the City of \$1,492,045, and less the negotiated lump sum costs associated with providing the dedicated City services of \$1,896,491. The payment to CTRMA from the City for the betterments less the agreed upon City expenses will be \$6,717,549. A 10% contingency in funding is requested to cover possible changes or additions to the scope of betterments that may become necessary during design or construction due to unforeseen conditions.

The Project location is within Council Districts 1, 2, and 3.

This project is managed by the Public Works Department.



**Action taken by the City Council during the meeting of: Thursday, December 17, 2015**

All the information on this page is tentative and subject to change without notice. Details of Council's votes are **not** captured below but will be incorporated in the minutes approved by the City Council at a subsequent Council Meeting and posted to the web.

### **Approval of Minutes**

1. Approve the minutes of the Austin City Council work session of December 8, 2015 and regular meeting of December 10, 2015.

**APPROVED ON CONSENT**

### **Austin Energy**

2. Authorize amendments to two existing contracts with Atmos Pipeline - Texas, for natural gas transportation services, to extend the contracts for 36 months for an estimated aggregate amount not to exceed \$3,000,000.

**APPROVED ON CONSENT**

### **Austin Water Utility**

3. Authorize negotiation and execution of an interlocal agreement with Travis County for the Slaughter Lane East improvement project, in the amount of \$48,350 plus a \$3,975 contingency for a total amount of \$52,325. (District 2)

**APPROVED ON CONSENT**

4. Authorize negotiation and execution of an interlocal agreement with Williamson County for the Forest North, Pearson Ranch Road, Bayswater Gardens, and Lakeline Boulevard improvement projects in the amount of \$1,300,435.62 plus a \$108,997.47 contingency for a total of \$1,409,433.09. (District 6).

**APPROVED ON CONSENT**

2016 until May 8, 2016.

**APPROVED ON CONSENT**

**32.** Approve an ordinance amending the Fiscal Year 2015-2016 Special Revenue Fund Operating Budget of the Parks and Recreation Department (Ordinance No. 20150910-001) to accept and appropriate up to \$250,000 from the Trail of Lights Foundation for payment of City services, and authorize waiver of certain permit, application and similar fees and requirements for the 2015 Trail of Lights in an amount not to exceed \$205,000.

**APPROVED ON CONSENT**

### **Planning and Zoning**

**33.** Approve an ordinance extending the expiration date of Ordinance No. 20141120-056 relating to requirements for non-peak hour concrete installation within portions of the Central Business District and Public zoning districts.

**APPROVED ON CONSENT**

### **Public Works**

**34.** Authorize negotiation and execution of an interlocal agreement with the City of Sunset Valley for the construction and maintenance of Violet Crown Trail – North project. (District 8).

**APPROVED ON CONSENT**

**35.** Authorize negotiation and execution of an interlocal agreement with the Central Texas Regional Mobility Authority for the relocation and improvement of water and wastewater utilities in connection with the Mobility Authority's Bergstrom Expressway (183 South) Project for the amount of \$6,717,549 plus a contingency of \$1,010,608, for a total agreement amount not to exceed \$7,728,157.

**APPROVED ON CONSENT**

**36.** Authorize negotiation and execution of an interlocal agreement with the Capital Metropolitan Transportation Authority for the relocation and improvement of a water line in connection with the Plaza Saltillo Track Realignment project in the amount of \$75,350 plus a contingency of \$7,535, for a total amount not to exceed \$82,885.

**APPROVED ON CONSENT**

**37.** Authorize negotiation and execution of an interlocal agreement with Travis County for construction of new water lines within the Texas Department of Transportation at FM 1626 from Manchaca Road to Brodie Lane Project, in the amount of \$382,263.00, plus a \$38,227.00 contingency, for a total contract amount not to exceed \$420,490.00.

**APPROVED ON CONSENT**

# CIP EXPENSE DETAIL

**DATE OF COUNCIL CONSIDERATION:**  
**CONTACT DEPARTMENT(S):**

12/17/15  
Austin Water

**SUBJECT:** Authorize negotiation and execution of an interlocal agreement with the Central Texas Regional Mobility Authority for the relocation and improvement of water and wastewater utilities in connection with the Mobility Authority's Bergstrom Expressway (183 South) Project for the amount of \$6,717,549 plus a contingency of \$1,010,608, for a total agreement amount not to exceed \$7,728,157.

**CURRENT YEAR IMPACT:**

<b>Department:</b>	<b>Austin Water</b>
Project Name:	E Hwy 183 Tm
Fund/Department/Unit:	3960-2207-7935
Funding Source:	Commercial Paper
Current Appropriation:	3,838,675.00
Unencumbered Balance:	3,622,444.56
Amount of This Action:	<u>(3,420,737.00)</u>
Remaining Balance:	<u>201,707.56</u>
Project Name:	Txdot-Us 183 Bergstrom Expway (Us 290 To Sh 71)
Fund/Department/Unit:	3920-2207-6421
Funding Source:	AWU Fund Transfer
Current Appropriation:	3,066,175.00
Unencumbered Balance:	2,236,934.74
Amount of This Action:	<u>(1,410,504.00)</u>
Remaining Balance:	<u>826,430.74</u>
Project Name:	Us 183 Bergstrom Expressway Relocation - Txdot
Fund/Department/Unit:	4570-2307-4691
Funding Source:	Commercial Paper
Current Appropriation:	1,268,146.00
Unencumbered Balance:	969,455.39
Amount of This Action:	<u>(804,909.00)</u>
Remaining Balance:	<u>164,546.39</u>

**CIP  
EXPENSE DETAIL**

**DATE OF COUNCIL CONSIDERATION:**  
**CONTACT DEPARTMENT(S):**

12/17/15  
Austin Water

Project Name:	Linger Ln To Boggy Crk Lift Station Gravity Ww Line
Fund/Department/Unit:	4570-2307-4742
Funding Source:	Commercial Paper
Current Appropriation:	2,235,365.00
Unencumbered Balance:	2,215,365.00
Amount of This Action:	<u>(2,092,007.00)</u>
Remaining Balance:	<u>123,358.00</u>

Total Amount of this Action funded by CIP	<u><u>7,728,157.00</u></u>
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**ANALYSIS / ADDITIONAL INFORMATION:** As the funds were previously authorized by Council, there is no analysis/ additional information required to demonstrate funding. If additional funding is needed it will be contingent on funding in future budgets.