

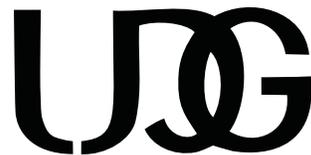
FEASIBILITY STUDY FOR
LAMAR BEACH
AT TOWN LAKE METRO PARK



Prepared for:

The City of Austin
Parks & Recreation Department
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In Conjunction With

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Lamar Beach at Town Lake Metro Park

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Lamar Beach at Town Lake Metro Park

FEASIBILITY STUDY

EXECUTIVE SUMMARY

The Lamar Beach at Town Lake Metro Park has a number of existing uses, floodplain and public utility crossings such that the existence of available parcels for future building development are scattered about the site. Some are extremely constrained but are discussed within the report in order to define all possibilities. The report did not seek to determine a building size or layout but to give an overall summary of constraints and possibilities. The site contains a 72 inch water transmission line and major electric transmission lines that cannot be relocated nor can buildings exist within their alignment. Other smaller capacity utilities exist on the site that could be relocated to allow for redevelopment. The cost to re-align such utilities would need to be weighed against the overall benefits once the Master Plan is developed. Although building construction within the 100 year floodplain can occur, it requires the approval of a variance; therefore, the area within the existing 100 year floodplain on the site was not considered appropriate for development. Surface parking can occur within the floodplain if it meets certain code requirements.

The report identifies five possible locations for a future building as shown below. These areas are discussed in more detail in the last two sections of this report, Future Building Sites and Building Sites Constraints. Two of these areas, A and B, are located in the area of the future Pressler Extension and would present the greatest challenges in construction of a building due to size, utilities and complexities around the roadway project. Area C contains buildable areas that are fragmented by existing utilities. There is the possibility within Area C to relocate an existing 8 inch wastewater line in order to accomplish a greater development area. Area D also contains fragmented areas due to existing utilities and would require relocation of one of the existing ball fields. Area E appears to present the least constraints for a future building site in terms of existing utilities or uses although the presence of the slope to the north may compromise site planning of this area.



In summary, Areas C, D and E contain a range of building area possibilities from .12 acre (5,227 S.F.) to .62 acre (27,007 S.F.). During the Master Plan Phase as priorities are developed, site planning of these areas should include building and parking layout scenarios that would fit within the constraints. Building location is restricted by utilities but driveways and parking lots can be built over water lines and under electric utilities.

INTRODUCTION

The City of Austin Parks and Recreation Department (PARD) owns Lamar Beach at Town Lake Metro Park which is parkland located on Caesar Chavez west of Lamar Boulevard. This feasibility study is for a portion of Lamar Beach that is approximately 30 acres located west of Lamar, north of Caesar Chavez and east of MoPac.



Figure 1 – Site Area

Urban Design Group is the prime for this project with Coleman & Associates providing landscape review, Encotech providing review of existing electrical easements across the site and Hicks & Company providing environmental support.

The scope of this feasibility was to analyze the park property for existing constraints and opportunities for future improvements. The scope includes review and analysis of existing City of Austin ordinance requirements and how and where they affect this property. The work has taken

into consideration PARD goals as they pertain to the future Animal Shelter building possibilities, the WAYA existing fields and Master Plan and Pressler Road CIP extension. This feasibility is the first step towards a future Master Plan which is consistent with PARD's long-range plan priorities for Planning Area 2. Due to time and budget constraints, the base mapping for this feasibility was done using existing GIS data supplemented with site visits.

EXISTING CONDITIONS

CURRENT USES

The existing uses of the property consist of the animal shelter buildings, youth league baseball and soccer fields and associated parking and drives. The animal shelter buildings previously housed the Town Lake Animal Center which is now called the Austin Animal Center and is located in a new facility at 7201 Levander Loop.

Austin Pets Alive

Austin Pets Alive is now located in the Town Lake Animal Center. Currently, APA has an agreement with the City of Austin Health and Human Services until May 23, 2015. An ordinance approved in November of 2014 allows APA up to five more years, through an agreement for two additional years at the current location with three one-year extensions while APA builds its new facility. See *Exhibit 1*.

Town Lake Animal Center Buildings

The current Town Lake Animal Center is over fifty years old. In 1995 Shefelman & Nix/Architects from the Animal Shelter Master Plan concluded "none of existing buildings were worth salvaging except for 'Education' building." In 2001 Gates Hafen Cochrane from the Animal Shelter Facility needs assessment concluded, "buildings are functionally obsolete in their long-term use as a shelter." Based on these previous studies, it is assumed that the existing buildings will not properly serve any future uses.

WAYA

PARD has a Parkland Improvement and Land Use Agreement with the West Austin Youth Association (WAYA). A copy of the agreement is provided as *Exhibit 2*. The agreement outlines improvements to be made by WAYA and the process to be followed. The main goal of WAYA is to provide opportunities for youth to participate in sports, fitness and recreation programs. A map of their current fields is provided below



Figure 2 – WYVA Fields

UTILITIES

There are existing water, wastewater and electric lines on the property. A title and easement search was not part of this feasibility so the existence and verification of easements associated with these lines has not been performed.

Water & Wastewater

There is existing water service and wastewater service to the Town Lake Animal Center and the ball fields. See *Exhibit 3* for Water and *Exhibit 4* for Wastewater Section Maps.

Existing Electrical Distribution System

- A. **Circuit Information:** This area is not located within the Austin Energy Network, which is an underground network existing in downtown Austin. The substation serving this area is Seaholm Plant, located only a mile away. Circuit SP11 serves this area and has a history of very few outages, mostly caused by squirrels or storms. There is no record of any tree trimming occurring along the circuit.
- B. **Capacity:** Circuit SP11 is loaded about 80% of rating, which leaves approximately 1.5 megawatts of capacity. This is an estimate only and is subject to change depending on future development that might occur along the circuit.

-
- C. Distribution: Low-voltage electrical distribution is currently routed through the site East to West VIA overhead lines; see blue line on attached exhibit. Existing utility easements occur along these overhead lines. Transformers are highlighted in yellow on the map.

There are four major services in the area:

- 1) Parks Department Ball Fields – multiple pole-mounted transformers
- 2) Town Lake Animal Shelter - pole-mounted transformer
- 3) YMCA of Austin – 1000 Amp, 277/480V, pad-mounted transformer
- 4) Austin Amtrak – pole-mounted transformer

- D. Transmission: The majority of circuit SP11 is an underbuild, which means it is routed/attached below a high-voltage electrical transmission line. A second transmission line routes along the railroad tracks to the north of the area; see orange line on attached exhibit.

- E. A separate overhead line routes along the south side of Cesar Chavez to supply street lighting, only.

Exhibit 5 shows the existing electrical distribution system.

ZONING

The property is currently zoned P-NP for Public – Neighborhood Plan as shown on the Zoning Map – *Figure 3*. The adjacent zonings do not present any compatibility issues. The property is located in the Old West Austin Neighborhood Plan adopted June 29, 2000. A copy of the adopted neighborhood plan is provided as *Exhibit 6*. Nothing within the adopted Neighborhood Plan appears in conflict with the existing uses or future park improvement possibilities.

(C) For a residential use, the site development regulations of the most comparable residential zoning district apply.

(D) Except as provided in Subsection (E), this subsection applies to a nonresidential use.

(1) For a site less than one acre, the site development regulations of an adjoining zoning district apply for a distance of 100 feet into the site. The minimum lot size requirement of an adjoining zoning district does not apply to a use by the City.

(2) For a site of one acre or more, the site development regulations are established by the approval of a conditional use site plan.

(E) This subsection applies to a parks and recreation services (special) use.

(1) The minimum site area is 10 acres.

(2) Except for the requirement of Subsection (D)(1), the site development regulations are established by the approval of a conditional use site plan.

(3) Locations for the sale of beer or wine, if any, must be identified on the site plan.

(4) The Land Use Commission may not consider a site plan until it receives a recommendation from the Parks and Recreation Board.

Source: Section 13-2-682; Ord. 990225-70; Ord. 990902-57; Ord. 010607-8; Ord. 031211-11.

DRAINAGE

Due to the site's proximity to the Colorado River, detention should not be required for redevelopment of the site. The site is within the Colorado River drainage area and is classified as an Urban Watershed by the Comprehensive Watershed Ordinance. Water quality controls as defined by current City code will be required for any redevelopment. Water quality treatment could be accomplished by either ponds, rain gardens and/or vegetative filter strips. Exact design will depend on future improvements and location within the park.

The City of Austin GIS system shows that some areas within Lamar Beach are classified as Critical Water Quality Zones (CWQZ) for the tributaries that flow through the site. Figure 4 shows the City of Austin GIS mapping. The areas in red depict Urban CWQZ and the green area shows the Colorado River CWQZ.



Figure 4 – COA GIS CWQZ

UDG examined the drainage areas for these features and a map of the results is provided as *Figure 5*. The code requirement for designated water ways within Urban watersheds is 64 acres or greater. For such designated waterways, the boundaries of the CWQZ coincides with the boundaries of the 100 year floodplain calculated under fully developed conditions as prescribed by the Drainage Criteria Manual; provided that the boundary is not less than 50 feet and not more than 400 feet from the centerline of the waterway.

As shown in *Figure 5*, five drainage areas flow through the site, with Drainage Areas A & E qualifying as greater than 64 acres. The middle tributary D has a drainage area of 54 acres, therefore, a CWQZ would not be required. In addition the GIS mapping shows a much larger floodplain (CWQZ) for these tributaries than preliminary calculations indicate. *Figure 6* shows the calculated floodplain which is much narrower than COA GIS mapping.

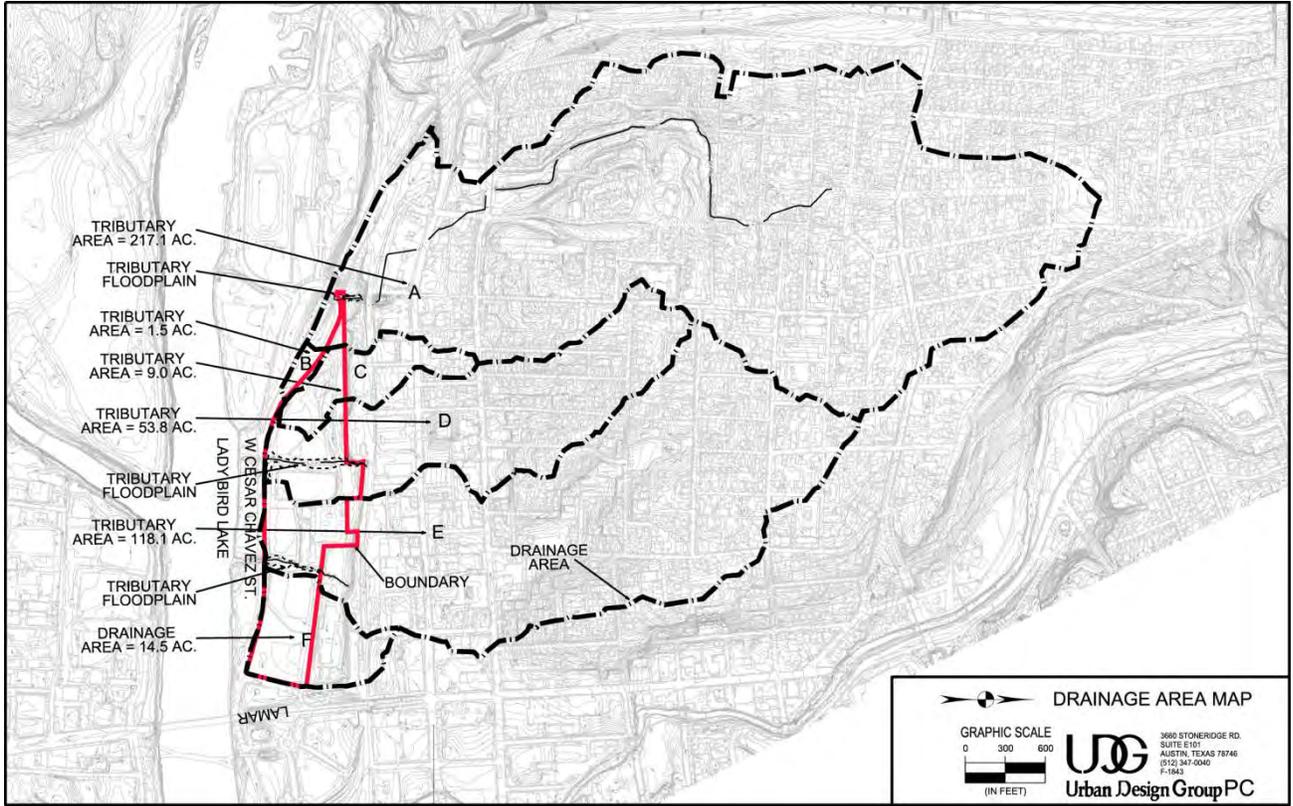


Figure 5 – Drainage Area Map

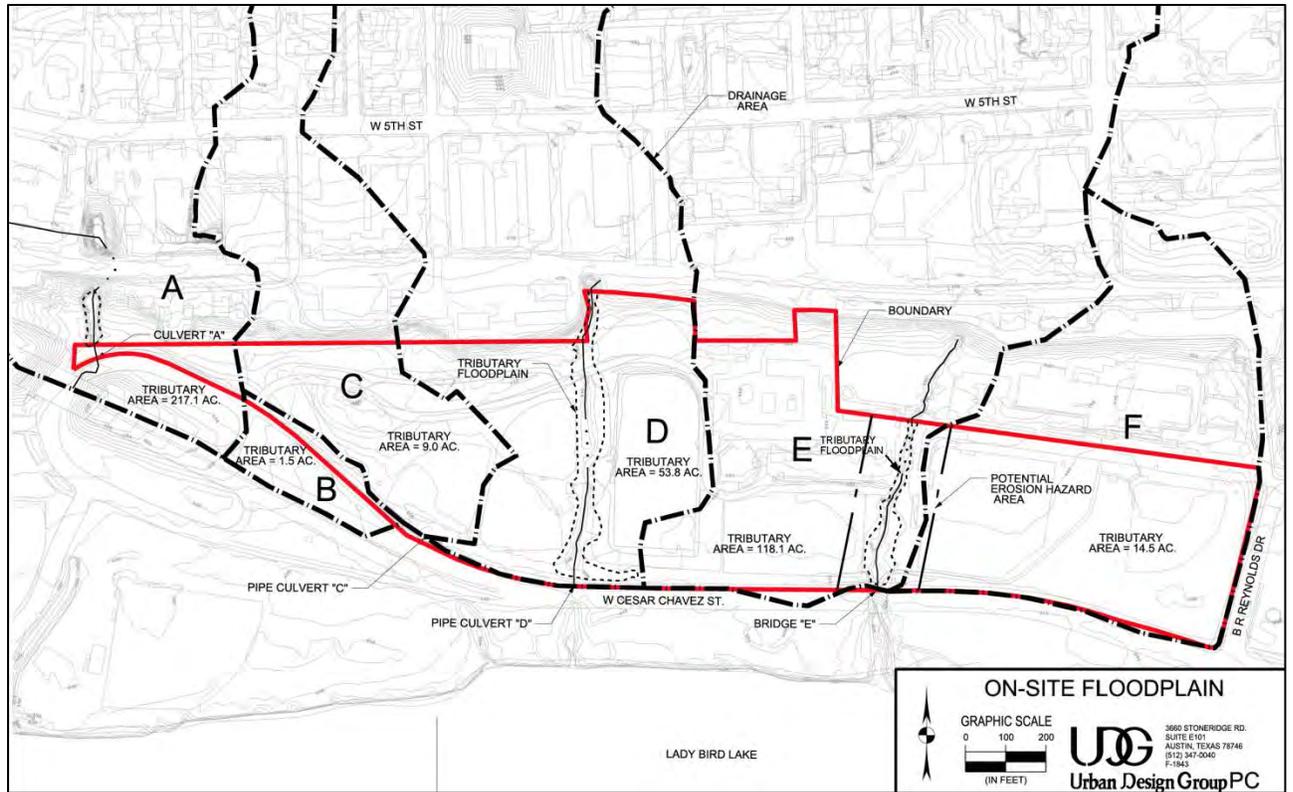


Figure 6 – On-Site Floodplain Map

In summary, the CWQZ appears to be much smaller than indicated by City of Austin GIS sources. A meeting with David Marquez, a City of Austin engineering drainage and water quality reviewer, verified that it is quite possible that the GIS designated CWQZ could be incorrect. This is not an uncommon occurrence and the process would be to work with COA Staff and provide the drainage detail during design to establish the exact boundaries of the floodplain, protected water ways and CWQZ's. This would occur at the Site Development Permit phase. The work done during this feasibility supports that the limits of the floodplain and Erosion Hazard Zone are as shown in *Figure 6*.

It should be noted that as shown in *Figure 4* the larger CWQZ zone as shown on City of Austin GIS falls within the 100 year floodplain of the Colorado River. The City of Austin restrictions on building within the floodplain and CWQZ are different, with greater restrictions within the CWQZ. Therefore, correct delineation of the CWQZ could allow more flexibility in a future master plan.

ENVIRONMENTAL

Waterfront Overlay District

Existing impervious cover on the site is approximately 3.8 acres which is 13 percent of the 30 acre site. As previously mentioned, there is no impervious cover limitation for the parkland as it is zoned P and within an Urban Watershed. The project is located within the Lamar Subdistrict of the Waterfront Overlay District. In the Lamar Subdistrict the Primary Setback line is defined as 100 feet from the shoreline of Lady Bird Lake, which is defined as elevation 429'. The Secondary Setback is defined as 100 feet from the Primary Setback. Neither of these setbacks falls within the subject site.

Critical Environmental Features

Hicks and Company has provided a report (*Exhibit 7*) that documents the results of field investigations to determine the presence of any critical environmental features occurring with the project area. The field investigations determined that no COA-defined critical environmental features exist within the project area.

Hazardous Material Database Search

A search of federal, state, and local hazardous materials databases resulted in 108 locatable and 4 unlocatable hazardous materials listings within a 1-mile search area of the project site. Among these listings, 79 sites were located within 0.25 mile of the project area, with one federal and two state listings occurring within 0.02 mile of the site. Except for the registry listing of the Lance Armstrong Bikeway as a site of environmental interest, no documented hazardous materials sites occur within the project area. Four listings within 0.25 mile of the project area could not be located or mapped. No oil and gas wells occur within or near the project area. See *Exhibit 5* for complete environmental assessment performed by Hicks and Company.

TREES

See *Exhibit 7* for tree identification performed by Coleman and Associates. A visual identification of site trees was performed by a landscape architect with photos and condition summary provided.

PROPOSED PROJECTS

PRESSLER EXTENSION

The City of Austin Public Works Department has been working for approximately two years on the design of an extension of Pressler to connect with the existing Cesar Chavez exit to Austin High School. Their work has consisted of extensive stakeholder meetings with the adjacent land owners, neighborhood, PARD and WAYA representatives. In addition, there are considerable physical constraints consisting of elevation change, existing roadway configuration and existing water and electric infrastructure. At this time, there is a layout which addresses the concerns expressed throughout the planning process. *Figure 7* shows that current roadway configuration. *Figure 7* also shows the existing bluff line in red. Design anticipates that the private land owner to the north would re-grade its property during development such that the bluff is cut back from the PARD property. This would allow construction of the parking layout as shown in *Figure 8*.

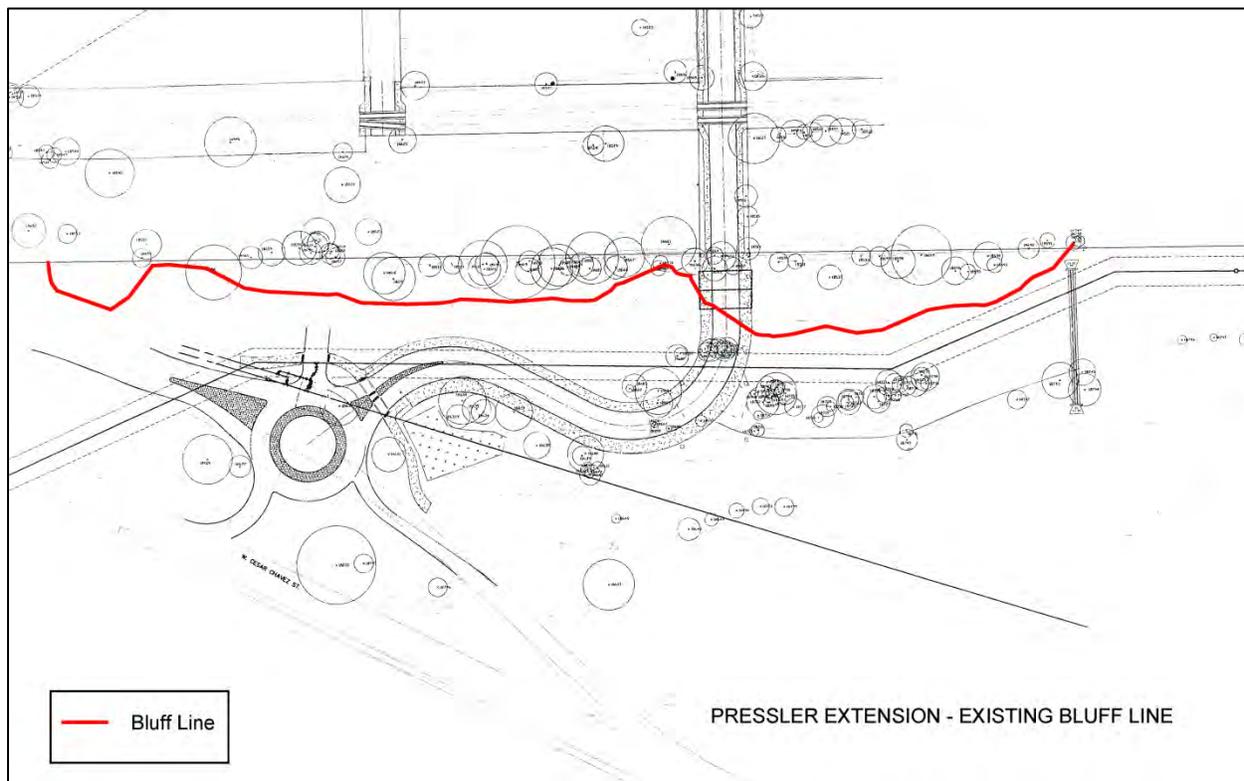


Figure 7 – Pressler Extension Bluff Line



Figure 8 – Pressler Extension with Parking

FUTURE BUILDING SITES

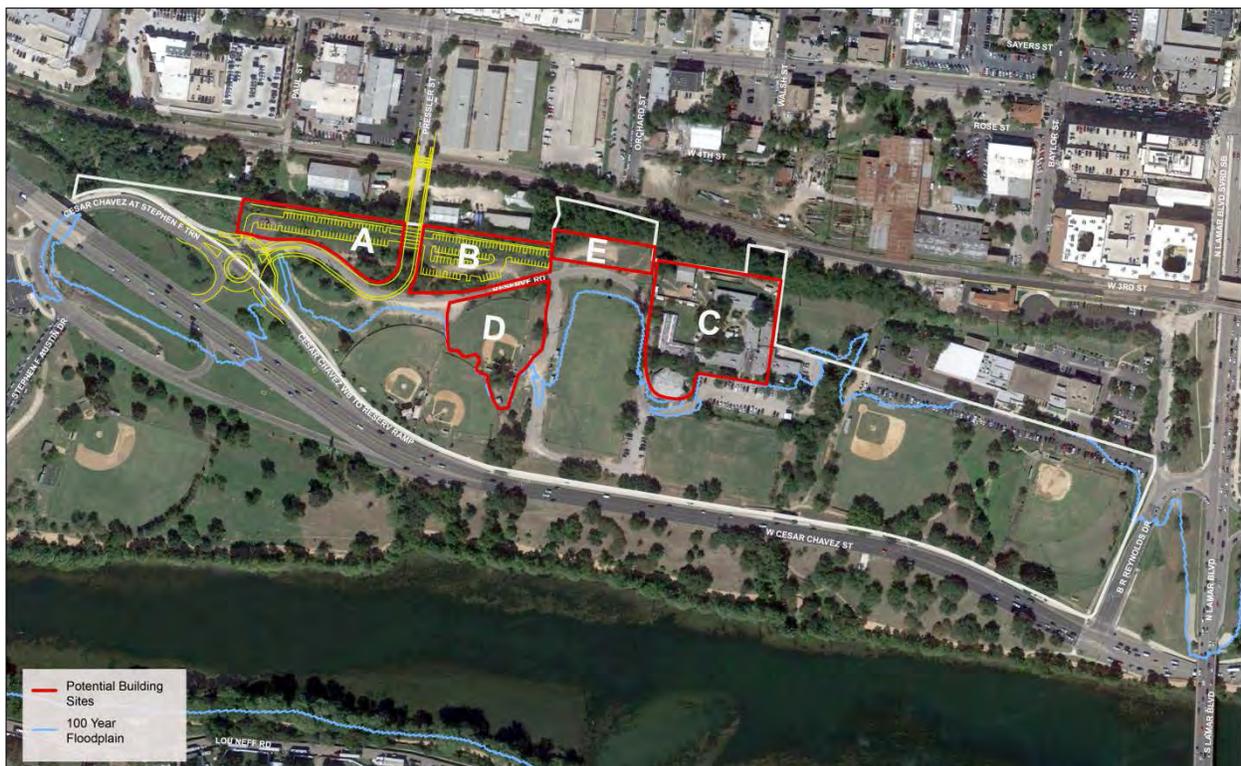


Figure 9 – Potential Building Sites A-E

The existing Austin Animal Shelter facility is currently being used by Austin Pets Alive. If possible, the COA desires to construct a new pet adoption facility somewhere on Lamar Beach that is compatible with current and future WAYA and Parkland use. The size of this future building will be regulated by its location and a future park master plan. There are five areas that are possible

building sites and are shown on *Figure 9*. These site areas A – E are all compromised by the existence of utilities and slope constraints and, in the case of A and B, compromised also by the design of Pressler and future parking possibilities. Each of these areas is shown in greater detail and discussed in the following section.

BUILDING SITE CONSTRAINTS

TREES

OVERALL CONSIDERATIONS

Mitigation

Each site will require possible tree mitigation for existing trees removed on site. The City of Austin requires that for every tree within Parkland, over 4” in caliper, removed trees must be planted to mitigate for removal. The city of Austin requires that all trees 8” - 18.9” be mitigated at 50% (for every two inches removed, one must plant one inch,) for trees 19” or greater one must replace at a rate of 100% (for every inch removed one must plant an inch,) and trees 24” and over are mitigated at 300% (for every inch removed one must plant three inches.) Trees 24” and over to be removed require city council approval. For all caliper inches not replaced during construction the owner must pay in to the tree fund at a rate of \$200 per inch.

Street yard

The area located between the building face and the public row is considered the streetyard within the city of Austin, this area required special landscape treatment. If there is no building on the site, the edge of the parking area acts at the boundary for the streetyard. Code requires that 20% of the streetyard must be landscaped. Special considerations are given to protecting landscape area beneath existing trees, a credit is given at the rate of 1.25 square feet of streetyard landscape per one square foot of preserved area within the dripline of existing trees 2” in diameter or larger. Streetyard trees are also required on all site, accommodations are given to preserving existing trees, at a rate of 1:1 existing trees over 6” in diameter can be counted towards the street yard tree requirement. For new trees planted the amount of trees required is determined at the following rate:

STREET YARD AREA	REQUIRED TREES
1,000-10,000 sf	1 tree per 1,000 sf
10,000-110,000 sf	10 trees for the first 10,000 sf and 1 tree per 2,500 sf for everything over 10,000.
Over 110,000 sf	50 trees for the first 110,000 sf and 1 tree per 5,000 sf over 110,000 sf.

Buffering

Austin requires that for every linear foot of items requiring buffering (parking, dumpster enclosure, etc.) There needs to be one point of buffering element. A point system is outlined in section 2 of the

city of Austin code. Buffering elements include decorative walls over 3' tall, existing trees, new trees and shrubs, each of which is assigned a point value in the code.

Parking lot landscape area

It is required by the city that no parking spaces be more than 50' from a tree, landscape areas are broken in to two categories, parking within the street yard and parking in non- streetyard areas. For parking within the street yard you use the following formula

$$\# \text{ Spaces} / 12 = x \quad x * 90 = \text{landscape square footage required}$$

For parking in non-streetyard areas the following formula is used.

$$\# \text{ Spaces} / 12 = x \quad x * 60 = \text{landscape square footage required}$$

TREES - SITE SPECIFIC CONSIDERATIONS

SITE A



Mitigation

Below are the trees identified in this area:

Tree #	Survey #	Species	Caliper	Cond.
130	18713	Cottonwood	21.5"	Good
131	18702	Hackberry	12" (9", 6")	Fair
132	18712	Hackberry	6"	Fair
133	18711	Hackberry	7"	Poor
134	18707	Unknown	20"	Poor

135	18704	Hackberry	9"	Fair
136	18704	Cluster (4)HB (1)CE (1) Unknown	35" (13",11",11",9", 7",6")	Fair
137	18681	Chinaberry	12" (9",3")	Poor
138	5232	Hackberry	16"	Poor
139	18681	Hackberry	17"	Fair
140	18689	Hackberry	16.5" (5",5",5",4",3",3",3")	Fair

*Trees with multiple trunks are calculate by adding the largest caliper with half of each smaller caliper (ex, 13,11,11,9,7,6 = 13+5.5+5.5+4.5+3.5+3)

Based on this assessment, trees highlighted will require mitigation if removed. Chinaberry is considered an invasive species by the city of Austin and does not require mitigation. There would need to be 164 mitigation inches provided. An example of this would be 55 trees with 3" calipers. Trees 133, 134, & 138, due to their poor condition, will probably be mitigated at a lower rate than the City of Austin typically requires.

SITE B



Mitigation

Below are the trees identified in this area:

109	18738	Chinaberry	15.5" (11",9")	Good
110	18737	Chinaberry	8"	Fair
111	18731	Pecan	8"	Good
112	18732	Chinaberry	15" (11"x8")	Good
113	18734	Chinaberry	11"	Good
114	5217	Chinaberry	10" (6"x7")	Fair
115	18732	Chinaberry	11.5" (10"x3")	Good
116	18731	Chinaberry	12" (8"x8")	Good
117	18730	False Willow	6"	Poor

118	18729	False Willow	5"	Fair
119	5214	Hackberry	10" (7",6")	Good
120	18727	Unknown	9"	Poor
121	18726	Chinaberry	19" (7",6",6",5",4",3")	Fair
122	18725	Live Oak	8"	Fair
123	18723	Cluster (1)HB, (2)Unkn.	22.5" (12", 11",10")	Poor
124	18721	Hackberry	7"	Good
125		Unknown	9"	Poor
126	18719	Hackberry	13.5" (8",6",5")	Good
127	18718	Hackberry	7"	Fair
128	18717	Unknown	10"	Poor
129	18700	Hackberry	17" (10",12")	Fair
130	18713	Cottonwood	21.5"	Good
131	18702	Hackberry	12" (9", 6")	Fair
132	18712	Hackberry	6"	Fair
133	18711	Hackberry	7"	Poor
134	18707	Unknown	20"	Poor
139		Hackberry	17"	Fair
140	18689	Hackberry	16.5" (5",5",5",4",3",3")	Fair

*Trees with multiple trunks are calculate by adding the largest caliper with half of each smaller caliper (ex, 13,11,11,9,7,6 = 13+5.5+5.5+4.5+3.5+3)

Based on this assessment, trees highlighted will require mitigation if removed. Chinaberry is considered an invasive species by the city of Austin and does not require mitigation. There would need to be 244 mitigation inches provided. An example of this would be 82 trees with 3” calipers. Trees 117, 120, 123, 125, 133, & 134, due to their poor condition, will probably be mitigated at a lower rate than the City of Austin typically requires.

SITE C



Mitigation

Below are the trees identified in this area:

75		Cottonwood	24"	Fair
76	718	Cottonwood	24"	Fair
76.5		Sycamore	18"	Poor/Dead
77		Red Oak	14"	Good
78		Unknown	14"	Good
79		Unknown	10"	Good
80		Red Oak	12"	Good
81		Texas Mountain Laurel, Red Bud, Crape Myrtle		
82	5071, 290	Unknown	22"	Fair
83	5072	Unknown	28"	Fair
84		Live Oak	40"	Good
85	281	Live Oak	38"	Good
86		Hackberry	24" (18", 12")	Good
87		Bald Cypress	14"	Fair
88		Hackberry	15"	Fair
89	5080	Unknown	22"	Fair
90		Unknown	36"	Fair
91		Hackberry	26" (16", 12", 8")	Fair
97		Chinaberry	32" (16", 8", 8")	Fair
103		Cottonwood	18"	Poor
104		Cottonwood	20"	Fair

*Trees with multiple trunks are calculate by adding the largest caliper with half of each smaller caliper (ex, 13,11,11,9,7,6 = 13+5.5+5.5+4.5+3.5+3)

Based on this assessment, trees highlighted will require mitigation if removed. Chinaberry is considered an invasive species by the city of Austin and does not require mitigation. There would need to be 419 mitigation inches provided, an example of this would be 140 trees with 3" calipers. Trees 76.5, & 103, due to their poor condition, will probably be mitigated at a lower rate than the City of Austin typically requires. Trees located near parking or buildings, such as trees 75-91, 97, & 101, may also be mitigated a lower rate due to their proximity to infrastructure.

Areas D and E are not shown due to minimal tree coverage within these areas.

ELECTRIC

OVERALL CONSIDERATIONS

Existing Electrical Distribution System:

Circuit Information: This area is not located within the Austin Energy Network, which is an underground network existing in downtown Austin. The substation serving this area is Seaholm Plant, located only a mile away. Circuit SP11 serves this area and has a history of very few outages, mostly caused by squirrels or storms.

Capacity: Circuit SP11 is loaded about 80% of rating, which leaves approximately 1.5 megawatts of capacity. This is an estimate only and is subject to change depending on future development that might occur along the circuit.

Distribution: Low-voltage electrical distribution is currently routed through the site East to West VIA overhead lines; see blue line on attached exhibit. Existing utility easements occur along these overhead lines. Transformers are highlighted in yellow on the map.

There are four major services in the area:

- 1) Parks Department Ball Fields – multiple pole-mounted transformers
- 2) Town Lake Animal Shelter - pole-mounted transformer
- 3) YMCA of Austin – 1000 Amp, 277/480V, pad-mounted transformer
- 4) Austin Amtrak – pole-mounted transformer

Transmission: The majority of circuit SP11 is an underbuild, which means it is routed/attached below a high-voltage electrical transmission line. A second transmission line routes along the railroad tracks to the north of the area; see orange line on attached exhibit.

There is a separate overhead line along the south side of Cesar Chavez to supply street lighting, only.

ELECTRIC – BUILDING SITE CONSIDERATIONS

Any new buildings of substantial size to be constructed in the Lamar Beach area will require an upgrade of the existing (low-voltage) electrical distribution system. The current system is designed for relatively small structures to be served by pole-mounted or pad-mounted transformers.

Per the Austin Energy Design Criteria Manual dated February 2013, Commercial service in non-Network areas can be accommodated with 277/480V overhead service for buildings with loads of 600 amps or less, and underground service for buildings with larger loads. Any proposed services

would need to go through the Austin Energy Design Process well in advance of the desired service energization date.

The existing transmission (high-voltage) lines would not likely be relocated or converted to underground in the near future, so new buildings would have to be located strategically to miss the towers and work with the existing utility easements. This creates a narrow area between the two lines to build.

As of October 1, 2014, Austin Energy's Line Extension policy has changed. All Customers must pay 100% of the estimated cost for all labor and material to bring power to their property or development. Austin Energy will pay none of the costs as done under the previous policy. These costs apply to anything a Customer requests which exceeds what Austin Energy would provide as adequate and reliable standard electric service to serve the Customer, which could include conversion of overhead to underground service, or dual feed service for increased reliability. For underground service, the Customer must perform all civil work for the Austin Energy facilities installed on the Customer's property. Austin Energy will update its Design Criteria Manual in early-to-mid 2015 during the normal update cycle to reflect these changes.

Existing low-voltage electrical distribution is routed overhead through the site and because it shares poles with high-voltage transmission lines, is highly unlikely to be relocated. A second transmission line routes along the north side of the site adjacent to the railroad tracks and will not be moved.

UTILITIES

OVERALL SITE CONSTRAINTS

As discussed above, Lamar Beach has major electric distribution lines that most likely will not be relocated and will serve as existing constraints as a master plan develops. In addition to the electric lines, there is a 72 inch water transmission line that traverses the site from east to west. Design of any buildings will need to avoid this alignment. In addition, there are other water and wastewater lines which cross the site that may be relocated if they present a major obstacle to a future master plan layout. *Figure 10* shows the water, wastewater and electric lines that cross the site. Utility relocations can be a major expense for re-development and a master plan should explore options that minimize relocations.

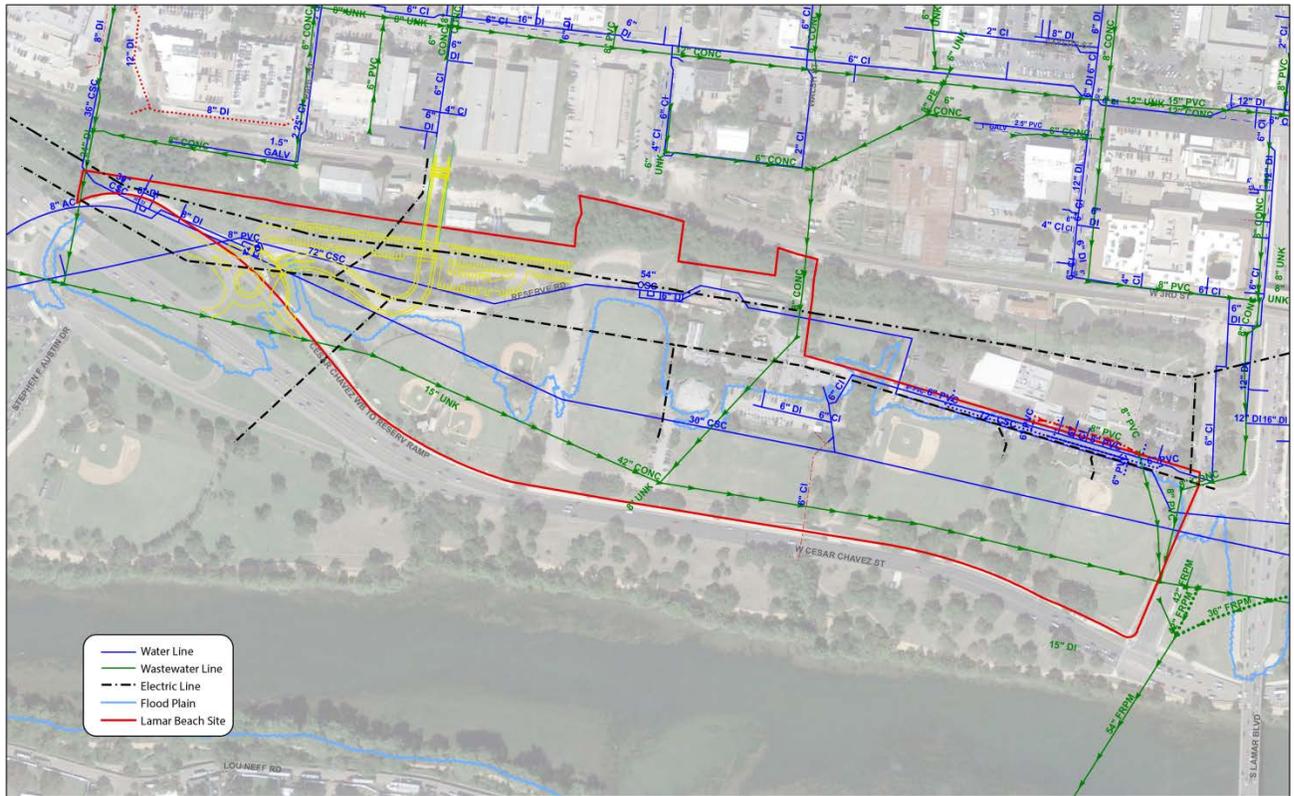


Figure 10 – Utility Constraints

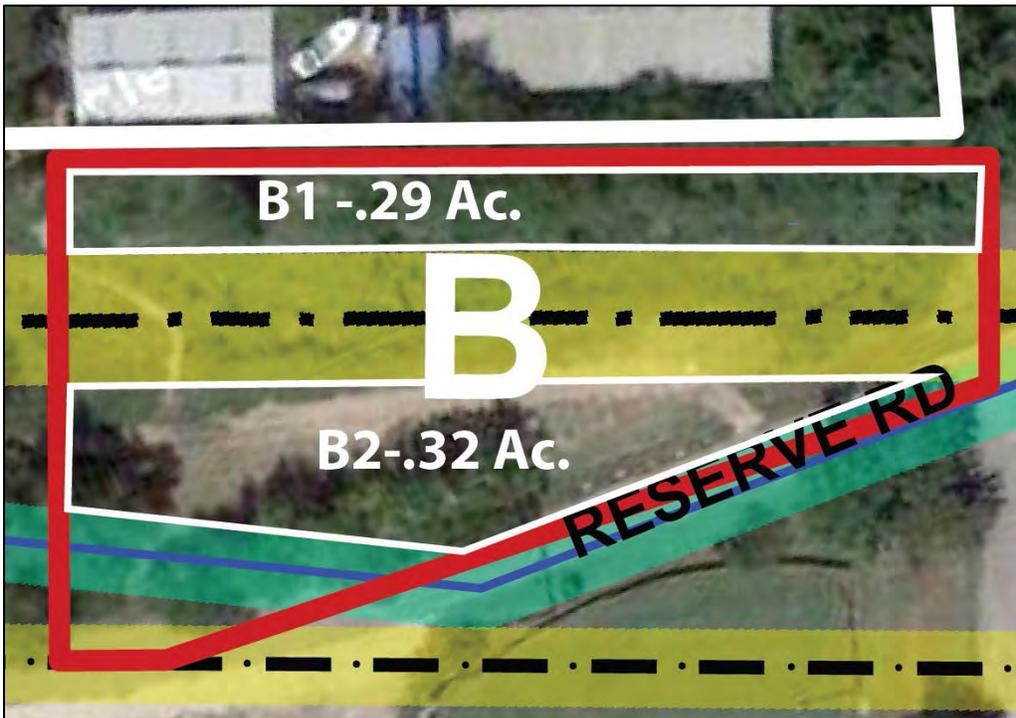
SITE SPECIFIC CONSTRAINTS

The following Areas A – E show possible future building sites with estimated easement areas for electric in yellow and water in green. The areas are approximate as they were developed using City of Austin GIS and TCAD as base maps for park boundary and topographic contour lines. Utility locations are also from the City of Austin GIS files. There has not been a title search for the property which would provide all dedicated easement information. The easements shown for electric, water and wastewater are based on similar easements for such utilities in other City of Austin locations. They are not based on easement documents.

In the future, a boundary and topographic survey with Title Commitment can be performed to establish exact acreages and configuration of easements. For this Feasibility, the approach used does provide for a reasonable approximation of the areas available for re-development and how restricted they are by City of Austin codes, topography, utilities and easements.



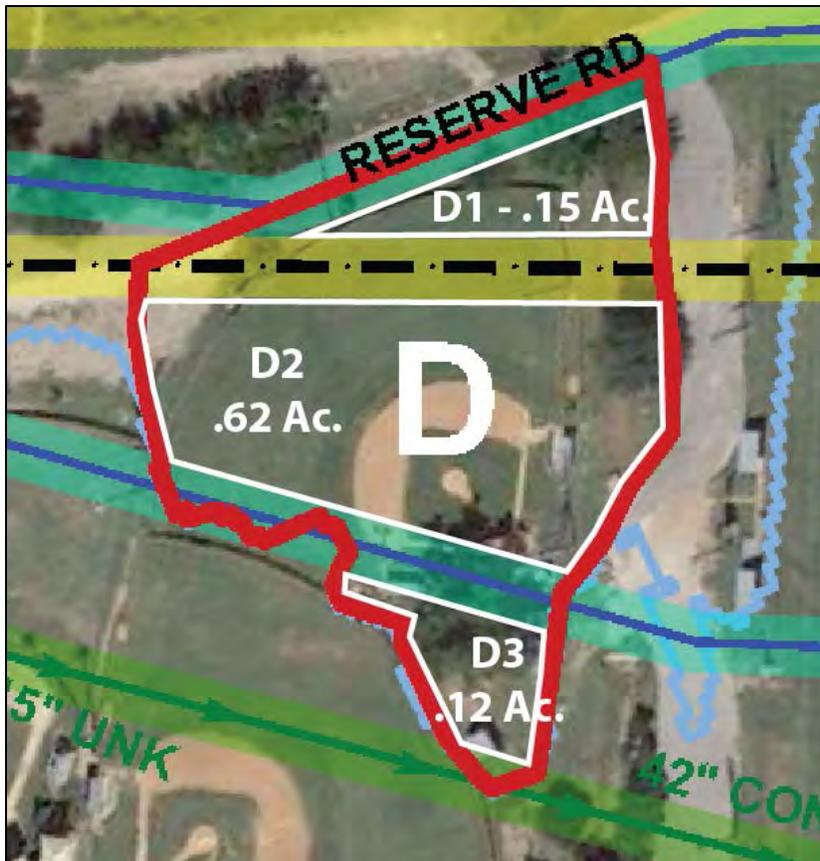
Area A



Area B



Area C



Area D



Area E

SUMMARY OF BUILDABLE AREAS

LAMAR BEACH POTENTIAL BUILDING AREAS				
Area	Total Area	Area within Easements	Area By Segment	Issues
A*	1.2	0.78	A1 - .23 A2 - .09 Total Segments Too Small: .10	Pressler, parking lots*, 72" water, electric, disjointed buildable areas.
B*	1.19	0.57	B1 - .29 B2 - .32 Total Segments Too Small: .01	Pressler, parking lots*, 72" water, electric, disjointed buildable areas
C**	2.2	0.78	C1 - .21 C2 - .55 C3 - .49 C4 - .13	The sub areas C3 and C4 could be combined into a larger area of .62 Acre with the relocation of the 8" wastewater line that runs through the site. Trees, utility easements, demolition of existing buildings, central location within the park**
D	1.3	0.35	D1 - .15 D2 - .62 D3 - .12	Relocation of playing field, easements
E	0.46	0	0.46	Area shown calculated to exclude slope. Exact location of slope would need to be surveyed to verify area but slope could be cut and re-graded for redevelopment.

Segment: Continuous area of buildable property

* Area A and B: The construction of these lots depends on actions by the adjacent landowner to the north, specifically the re-grading of the site to cut back the existing bluff. If this work is not done then the parking lots cannot be constructed as shown and the roadway improvements would consist of only a two-way drive under the future bridge in this area. It could be possible to re-configure one of these areas to allow for the construction of a small building to serve as a future pet adoption center. The exact size of the building would be dependent on a layout that would allow for vehicular circulation, parking, water quality and avoidance of an existing 72 inch water line through this part of the site. Re-configuration of either of these areas to allow for the construction of a building would also require re-engagement of the stakeholders since the possibility of a building has not previously been discussed. These restrictions render these two areas as the most difficult to find an appropriate building site.

** Area C is the site of the current Animal Shelter buildings. These buildings are slated for demolition sometime in the future. This area is a possible building site for a future pet adoption facility but, due to its central location, it might best support expanded parkland improvements such as parking or additional recreational facilities.

Exhibit 1

**Pets Alive/City of Austin Health &
Human Services Agreement with
Temporary Extension Ordinance**

AMENDED AND RESTATED TEMPORARY LICENSE AGREEMENT

THIS AMENDED AND RESTATED TEMPORARY LICENSE AGREEMENT (this "*Agreement*") is made this __ day of May, 2012 (the "*Effective Date*") between the CITY OF AUSTIN, a Texas home-rule city and municipal corporation (the "*City*") and AUSTIN PETS ALIVE, a Texas non-profit corporation ("*APA*"). The City and APA are hereinafter sometimes collectively referred to as the "*Parties*."

RECITALS

WHEREAS, in March 2010, the Austin City Council approved the No Kill Implementation Plan, a component of which included partnering with a non-profit organization to operate the Davenport Building on the Town Lake Animal Center site, located at 1156 W. Cesar Chavez, Austin, Texas (the "*TLAC*"), as an adoption center and keeping the entire TLAC site open for a minimum of six months;

WHEREAS, on June 23, 2011, the City Council adopted certain operating criteria established by the Austin Animal Advisory Commission for the non-profit entity selected to temporarily operate the TLAC, which criteria were set forth in City Council Resolution No. 20110623-096;

WHEREAS, APA was subsequently selected to temporarily operate the TLAC during Austin Animal Services' ("*AAS*") transition of the City's animal shelter operations from the TLAC to the newly-constructed Austin Animal Center;

WHEREAS, the City and APA entered into that certain Temporary License Agreement dated November 10, 2011 (the "*Temporary License Agreement*") authorizing APA to occupy and use the TLAC for the purposes described in the Temporary License Agreement; and

WHEREAS, on April 26, 2012, the City Council voted to extend the term of the Temporary License Agreement and to expand APA's permitted use of the TLAC;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and APA agree as follows:

AGREEMENT

1.0 Amendment and Restatement. This Agreement amends, restates and supersedes the Temporary License Agreement in its entirety.

2.0 License Grant. The City hereby grants to APA and APA hereby accepts from the City a temporary license to operate the portion of the TLAC depicted on Exhibit A (the "*Premises*") subject to the terms of this Agreement.

3.0 License Term. The term of this Agreement (the “*Term*”) shall commence on the Effective Date and shall terminate on May 23, 2015 unless terminated earlier according to the terms of this Agreement. Each Party may terminate this Agreement at any time upon ninety (90) days’ written notice to the other Party. If APA remains on the Premises without the City’s written consent after the expiration of the Term, APA’s continued occupancy will not be deemed to extend or renew the Term, and during the period of continuing occupancy, a license fee payable by APA to the City will accrue at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per week. The acceptance of the license fee from APA does not constitute the City’s consent to APA’s continued occupancy of the Premises after the expiration of the Term.

4.0 License Fee. Except for the license fee described in Section 3.0, APA will not be required to pay a license fee for its use of the Premises, such fee being waived by City of Austin Ordinance No. 20120524-022. In lieu of a license fee, APA agrees to use the Premises solely for the Permitted Use (defined below), which Permitted Use promotes a public purpose of the City.

5.0 Premises Conveyed As-Is. APA acknowledges that it has had the opportunity to inspect the Premises and to conduct any inspections and testing of the Premises as it deemed necessary or desirable. In reliance solely on its inspections and testing of the Premises, APA accepts the Premises in their “AS IS,” “WHERE IS” condition, “WITH ALL FAULTS,” and with all latent and patent defects, if any; and the City makes no representations or warranties of any kind, express or implied, with respect to the Premises, including, without limitation, warranties as to habitability, fitness or suitability of the Premises for a particular purpose or for compliance with Governmental Regulations (defined below), or as to the presence or absence of any hazardous substances, including, but not limited to, asbestos and asbestos-containing materials.

6.0 Permitted Use of the Premises. APA may use the Premises solely for operating an animal rescue and adoption center and uses ancillary thereto, including medical treatment, behavioral training, and fundraising and outreach events, and for no other purpose (the “*Permitted Use*”). APA may not occupy or use the Premises for any unlawful use or purpose, and APA shall conduct its business in such a manner as not to create a nuisance.

7.0 Operation and Maintenance.

7.1 APA shall maintain the Premises during the Term in a clean, healthful and safe condition and in substantially the same condition as the Premises existed on the Effective Date, all at APA’s sole cost and expense. APA shall be responsible at its sole cost for the repair, maintenance, operation and security of the Premises, including, without limitation, (a) repairs and maintenance of all electrical, mechanical, HVAC and plumbing fixtures and equipment serving the Premises, (b) all structural and non-structural repairs to the Premises required during the Term, including those required due to fire, casualty or acts of God, (c) utility services, (d) janitorial services, and (e) fire safety

services and equipment. APA acknowledges that the City has no maintenance, repair, operation or security obligations with respect to the Premises except as otherwise expressly provided in Section 9.1 of this Agreement.

7.2 APA shall conduct all its operations on the Premises in compliance with all applicable municipal, county, state and federal laws, codes, rules and regulations (collectively, “*Governmental Regulations*”) at APA’s sole cost and expense.

7.3 APA shall provide the City with copies of any key cards or keys to the Premises to enable the City’s employees, representatives, agents and contractors to access the Premises for the purposes permitted under this Agreement and to permit the City to exercise its municipal functions.

7.4 APA will make no improvements, alterations or changes to the Premises without the City’s prior written approval, which approval the City may withhold or condition at its sole and absolute discretion. Notwithstanding the foregoing, APA may make cosmetic improvements to the Premises, including painting the Premises.

7.5 APA will repair at its sole cost and expense all damage to the Premises caused by the actions or omissions of APA or APA’s employees, agents, licensees, invitees, volunteers or contractors.

7.6 Upon the expiration of the Term or earlier termination of this Agreement, APA shall deliver the Premises to the City, with all improvements located thereon, in substantially the same condition in which it existed as of the Effective Date, reasonable wear and tear excepted, together with all keys, key cards and other access devices for the Premises. All furniture, removable trade fixtures and equipment installed by APA must be removed by APA upon the expiration of the Term or earlier termination of this Agreement, and APA agrees to repair any damage to the Premises caused by the removal of such items. If APA fails to timely remove any such furniture, removable trade fixtures or equipment installed by APA, those items will be deemed abandoned by APA, and the City may dispose of such items in the manner it deems appropriate without liability to APA. This Section 7.6 will survive the termination of this Agreement.

8.0 APA Covenants.

8.1 Only animals sourced by AAS or originating from a source located in Bastrop, Caldwell, Hays, Travis or Williamson Counties may be housed on the Premises.

8.2 AAS will provide APA with a list of animals most at risk for euthanasia each day (the "*At-Risk List*"). APA may select from the At-Risk List the animals it desires to house on the Premises; provided, however APA must:

(a) select a sufficient number of animals from the At-Risk List so that at the end of each year of the Term APA will have selected from the At-Risk List the greater of (i) 3,000 animals, or (ii) 12% of the total number of animals taken in by AAS during the preceding year (the "*Minimum Animal Inventory*");

(b) accept from the City all treatable "parvo puppies" and "bottle kittens" on the At-Risk List that AAS requests APA to take as part of the Minimum Animal Inventory;

(c) accept from the City all small dogs on the At-Risk List that AAS requests APA to take as part of to the Minimum Animal Inventory; and

(d) accept from the City at least five (5) behaviorally challenged large dogs each month during the Term.

8.3 Once APA receives an animal from AAS, ownership of the animal will vest in APA; provided, however, if an animal APA receives from AAS subsequently becomes a poor adoption candidate due to the deterioration of the health or behavior of the animal, APA and AAS will collaborate in good faith to assess the condition of the animal in question, and if AAS and APA mutually agree that the best course of action is to return the animal to the custody of AAS, APA may return the animal to AAS.

8.4 APA must provide monthly reports to the City describing beginning and ending animal inventory, intakes, outcomes and live release rates. The report will be in substantially the form attached hereto as Exhibit B (the "*Monthly Report*"). The City will have the right to modify the required content of the Monthly Report from time to time. Additionally, APA will provide quarterly status briefings to the Austin Animal Advisory Commission.

8.5 APA will develop and implement a program to rehabilitate behaviorally challenged dogs.

8.6 At APA's sole cost and expense, APA will repair and refurbish the kennels and cages located on the Premises in accordance with all Governmental Regulations.

8.7 APA will conduct its operations on the Premises in compliance with the "Guidelines for Standards of Care in Animal Shelters" established by the Association of

Shelter Veterinarians as amended from time to time unless compliance would require APA to violate any Governmental Regulations or make any capital improvements to the TLAC.

8.8 APA will use kennels 101 through 154 as identified on Exhibit A solely for animals sourced by AAS.

9.0 City Covenants. During the period commencing on the Effective Date and ending on November 9, 2012, the City will (a) pay for electric, water and wastewater utility charges for the Premises and (b) contribute to APA an amount not to exceed \$12,000 per month (the "*City Contribution Amount*"), which amount will be used by APA solely for operating expenses for the Premises and APA's off-site adoption efforts for animals housed on the Premises that were sourced by AAS. APA will maintain reasonably detailed, written records and receipts of its expenditure of the City Contribution Amount, and will make such records and receipts available for review by the City upon the City's written request. Commencing on November 10, 2012, the City will no longer pay the City Contribution Amount, and the City and APA will share equally the cost of all utilities consumed at the TLAC. APA will reimburse the City for APA's share of utility costs within thirty (30) days after APA receives an invoice for the utility costs from the City.

10.0 Hazardous Materials. APA shall comply in all respects with all Governmental Regulations relating to the protection of environment and natural resources, now existing or hereafter enacted (collectively for purposes of this Section 10.0, "*Environmental Laws*"), including, without limitation: (a) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (b) the federal Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, as amended from time to time, (c) the federal Water Pollution Control Act of 1972, as amended from time to time, (d) the federal Spill Compensation and Control Act of 1976, as amended from time to time, and (e) any and all other federal, state, county, and municipal laws, ordinances, codes and regulations which relate in any way to the matters regulated by any of the above-mentioned federal legislation. APA shall immediately notify the City if APA becomes aware of any actual or potential environmental hazard or any actual or alleged violation of one or more Environmental Laws. APA is responsible for any and all liabilities, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action (including, without limitation, all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, any violation or alleged violation by APA or any party accessing the Premises by or through APA (whether before or after the Effective Date) of any one or more of the Environmental Laws. This Section 10.0 shall survive the expiration or termination of this Agreement.

11.0 Assignment and Sublicensing. APA shall not (a) mortgage, assign, pledge or transfer this Agreement to any party; (b) sublicense the Premises or any part thereof; (c) grant any concession or other right of occupancy of any portion of the Premises; or (d) permit the use of the Premises by any parties other than APA, its agents, employees, and

volunteers without the express prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

12.0 Indemnity. THE CITY WILL NOT BE LIABLE TO APA, AND APA HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, FOR ANY DAMAGE TO OR LOSS OR THEFT OF ANY PROPERTY OR FOR ANY BODILY OR PERSONAL INJURY, ILLNESS OR DEATH OF ANY PERSON IN, ON, ABOUT OR OFF THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE, INJURY, ILLNESS OR DEATH ARISING FROM OR RELATED TO ANY ANIMAL IN APA'S CUSTODY OR RELEASED FROM APA'S CUSTODY. APA HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FROM ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, ARISING FROM OR RELATED TO ANY ANIMAL IN APA'S CUSTODY OR RELEASED FROM APA'S CUSTODY, ANY USE OR OCCUPANCY OF THE PREMISES, ANY CONDITION OF THE PREMISES, ANY DEFAULT IN THE PERFORMANCE OF APA'S OBLIGATIONS UNDER THIS AGREEMENT, ANY DAMAGE TO ANY PROPERTY, OR ANY BODILY OR PERSONAL INJURY, ILLNESS OR DEATH OF ANY PERSON OCCURRING IN, ON, ABOUT OR OFF THE PREMISES OR ANY PART THEREOF, ARISING AT ANY TIME, AND FROM ANY CAUSE WHATSOEVER. THIS SECTION 12.0 WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

13.0 Insurance Requirements. APA will obtain and maintain throughout the Term the types and in the amounts of insurance described on Exhibit C.

14.0 City's Right of Entry and Inspection; Use of Davenport Conference Room. The City and its officers, agents and representatives shall have the right (but not the obligation) from time to time to enter into and upon any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to inspect, clean, or make repairs, alterations or additions to the Premises that the City may deem necessary or desirable; to observe APA's operations; to plan for future uses of the Premises; to store and retrieve equipment and supplies; for ingress and egress to and from other portions of the TLAC; and to conduct other municipal functions. Additionally, the City and its animal rescue partners will have the right to use the Davenport Conference Room located on the Premises from time to time for animal adoption events. The City and APA will cooperate in good faith to schedule the use of the conference room. The City retains the exclusive right to use all portions of the TLAC that are not included in the Premises and the right to use together with APA all portions of the TLAC that are identified as "shared areas" on Exhibit A.

15.0 Condemnation.

15.1 If at any time during the Term all or substantially all of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, this Agreement shall terminate on the date of such

taking. If less than all of the Premises shall be so taken and in the City's reasonable opinion the remaining portion of the Premises is insufficient for fulfilling the purposes of this Agreement, the City may terminate this Agreement by delivering written notice to the APA within sixty (60) days after the date the City received notice of the taking. If the City exercises its option to terminate, this Agreement shall end on the date specified in the City's notice.

15.2 If less than all of the Premises shall be taken and, in the City's reasonable opinion communicated by written notice to APA within sixty (60) days after the date the City received notice of the taking, the remaining portion of the Premises is sufficient for fulfilling the purposes of this Agreement, this Agreement shall remain in effect.

15.3 The City shall be entitled to receive the entire award or awards in any condemnation proceeding involving the Premises, and APA shall receive no part of such award or awards from the City or in the condemnation proceedings. APA hereby assigns to the City any and all of APA's right, title and interest in or to such award or awards or any part thereof. This Section 15.3 will survive the termination of this Agreement.

15.4 Taking by condemnation or eminent domain hereunder shall include the exercise of any similar governmental power and any sale, transfer or other disposition of the Premises in lieu of or under threat of condemnation.

16.0 Fire and Other Casualty. If all or any portion of the Premises is damaged or destroyed by fire or other casualty, the City will have the right to terminate this Agreement by providing written notice to APA. If the City exercises its option to terminate, this Agreement shall end on the date specified in the City's notice. The City will have no obligation to repair, restore or rebuild the Premises following damage or destruction due to fire or other casualty.

17.0 City's Remedies Following APA Default. Any failure of APA to comply with the terms and conditions of this Agreement will be deemed a default of this Agreement if APA has not remedied such failure within thirty (30) days after receiving written notice of such failure from the City. If APA is deemed to have committed a default, the City may (but is not obligated to) terminate this Agreement upon ten (10) days prior written notice to APA, and the City may seek any other remedies available to it at law or in equity.

18.0 Non-Waiver.

18.1 Any act of forbearance by the City to enforce any provision of this Agreement shall not be construed as a modification of this Agreement or as a waiver of any breach or default of APA which then exists or may subsequently exist. The failure of the City to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

18.2 All rights of the City under this Agreement are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity. Any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

19.0 Entire Agreement. This Agreement constitutes the entire agreement between the City and APA with regard to the Premises. Any other statement, representation, agreement or promise, either oral or written, relating to the subject matter of this Agreement that is not contained herein shall not be binding on the Parties. All exhibits, schedules, addenda and other documents attached to this Agreement are intended to be a part of this Agreement and are hereby incorporated into this Agreement for all purposes.

20.0 Governing Law and Venue. This Agreement and the rights and duties of the City and APA will be governed by Texas law. All obligations under this Agreement are performable in Travis County, Texas, and venue for any litigation arising under or in connection with this Agreement shall lie exclusively in Travis County, Texas.

21.0 Notices.

(a) Any notice given hereunder by either Party to the other shall be in writing and may be delivered by personal delivery or by registered or certified mail, return receipt requested, when mailed to the proper Party, at the following addresses:

If to the City: Abigail Smith
Chief Animal Services Officer
City of Austin Office of Animal Services
P.O. Box 1088
Austin, Texas 78767

with a copy to: Lauraine Rizer
Officer
City of Austin Office of Real Estate Services
P.O. Box 1088
Austin, Texas 78767

and a copy to: Judd L. Leach
Assistant City Attorney
City of Austin Law Department
301 West Second Street, 4th Floor
Austin, Texas 78701

If to APA: Ellen Jefferson, DVM
Executive Director
Austin Pets Alive
1156 West Cesar Chavez Street
Austin, Texas 78703

with a copy to: _____

(b) Either Party may change its address for purposes of this Section 21.0 by written notice delivered in accordance herewith.

22.0 Force Majeure. The computation for any period for performance under this Agreement shall exclude any delays due to acts of God, war, riot, terrorism, civil commotion, sovereign conduct, or governmental laws, regulations or restrictions.

23.0 Severability. If any clause or provision of this Agreement is ruled illegal, invalid or unenforceable in any respect by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and binding. It is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is ruled illegal, invalid or unenforceable, there be added as a part of this Agreement a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as is possible.

24.0 Amendments and Binding Effect. This Agreement may not be amended, except in writing signed by both Parties. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, assigns and legal representatives.

25.0 Gender and Number. Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, unless the context otherwise requires.

26.0 Captions. The captions in this Agreement are for convenience of reference only and shall not in any way limit or enlarge the terms and conditions of this Agreement.

[The signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:

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

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

APA:

AUSTIN PETS ALIVE, a Texas non-profit corporation

By: Ellen Jefferson
Ellen Jefferson, DVM, Executive Director

APPROVED AS TO FORM:

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

Date: 05/30/2012

APPROVED AS TO CONTENT:

Abigail Smith
Abigail Smith, Chief Animal Services Officer

Date: 05/30/2012

EXHIBIT A

Description of Premises

Exhibit A - Town Lake Animal Center

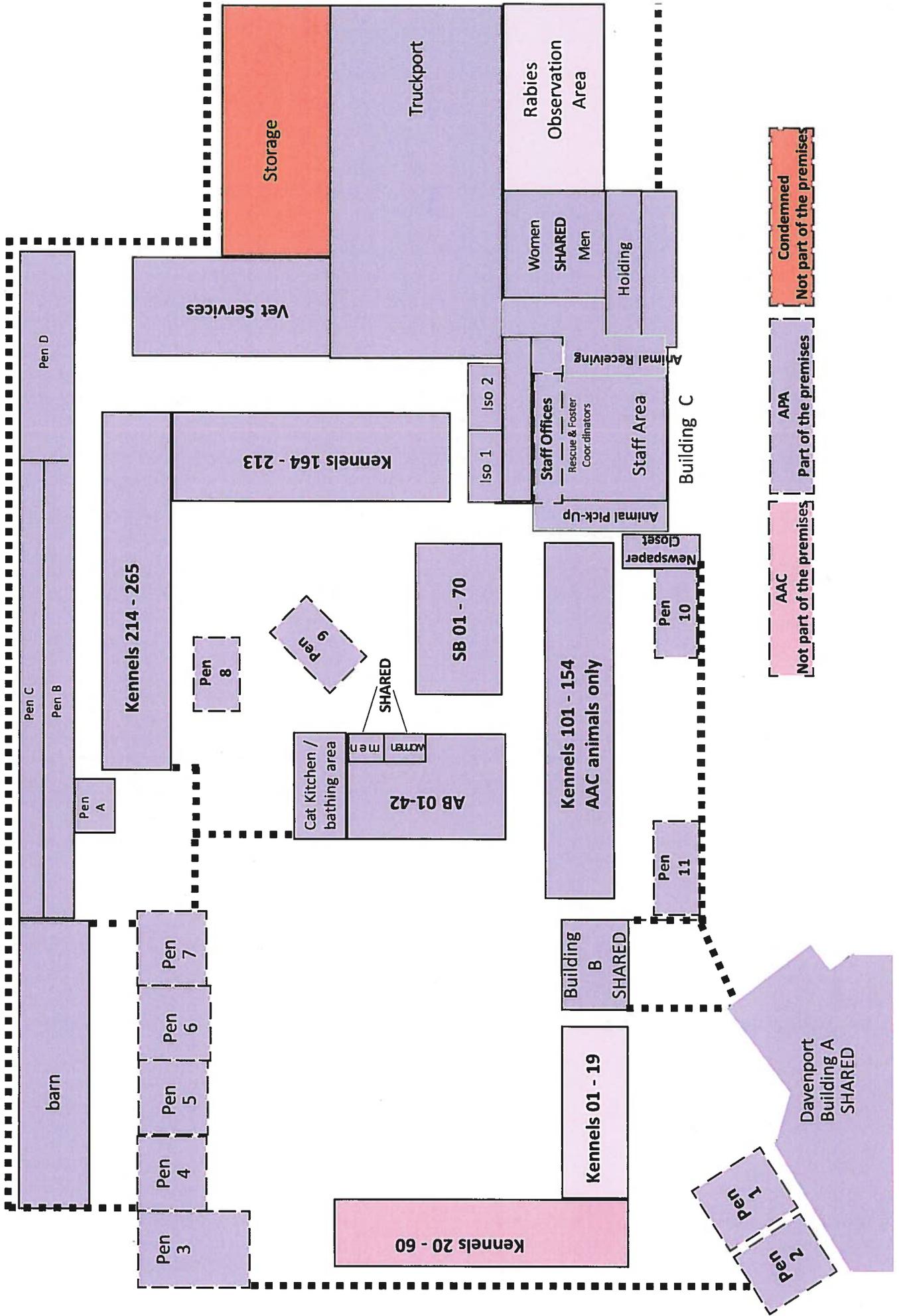


EXHIBIT B

Form of Monthly Report

EXHIBIT C

Insurance Requirements

Insurance Requirements

Section 1 During the term of the License Agreement, Austin Pets Alive ("APA") shall carry insurance in the following types and amounts:

- 1.1 Commercial General Liability Coverage with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following provisions and endorsements in favor of the City:
 - 1.1.1 Blanket Contractual liability coverage for liability assumed under the License Agreement;
 - 1.1.2 Products and completed operations coverage;
 - 1.1.3 Independent contractors coverage;
 - 1.1.4 Personal and Advertising injury coverage;
 - 1.1.5 Additional Insured endorsement (Form CG 2010);
 - 1.1.6 Waiver of Subrogation endorsement (Form CG 2404); and
 - 1.1.7 30-Day Notice of Cancellation endorsement (Form CG 0205).
- 1.2 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability. The policy shall contain the following endorsements in favor of the City:
 - 1.2.1 Additional Insured endorsement (Form TE 9901B);
 - 1.2.2 Waiver of Subrogation endorsement (Form TE 2046A); and
 - 1.2.3 30-Day Notice of Cancellation endorsement (Form TE 0202A).
- 1.3 Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the License Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the License Agreement and for not less than twenty-four (24) months following the end of the License Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the License Agreement. APA shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

Section 2 During the term of the License Agreement, APA shall cause any contractor or subcontractor constructing improvements to the Property to carry insurance in the following types and amounts:

- 2.1 Employers Liability and Workers' Compensation Insurance. Minimum policy limits for Employers' Liability shall be \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. Workers' Compensation coverage shall be consistent with statutory benefits described in the Texas Workers' Compensation Act, Section 401. Coverage shall apply to the State of Texas. The policy shall contain the following endorsements in favor of the City:
 - 2.1.1 Waiver of Subrogation (Form WC 420304); and
 - 2.1.2 30-Day Notice of Cancellation (Form WC 420601).
- 2.2 Commercial General Liability Coverage with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following provisions and endorsements in favor of the City:
 - 2.2.1 Blanket Contractual liability coverage for liability assumed under the contract with the contractor or subcontractor in question;
 - 2.2.2 Products and completed operations coverage;
 - 2.2.3 Independent contractors coverage;
 - 2.2.4 Personal and Advertising injury coverage;
 - 2.2.5 Additional Insured endorsement (Form CG 2010);
 - 2.2.6 Waiver of Subrogation endorsement (Form CG 2404); and
 - 2.2.7 30-Day Notice of Cancellation endorsement (Form CG 0205).
- 2.3 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability. The policy shall contain the following endorsements in favor of the City:
 - 2.3.1 Additional Insured endorsement (Form TE 9901B);
 - 2.3.2 Waiver of Subrogation endorsement (Form TE 2046A); and
 - 2.3.3 30-Day Notice of Cancellation endorsement (Form TE 0202A).
- 2.4 Builders' Risk Insurance on an all risk physical loss form in the amount of the maximum contractor amount for any improvements made to the Property. Coverage shall commence upon the date any work with respect to such improvements begins and shall continue until the work is complete and a final certificate of occupancy is issued with respect to the improvements. The City shall be a mortgagee/loss payee on the policy. If off-site storage is permitted with respect to the work, coverage shall include transit and storage in an amount sufficient to protect any property being transported or stored.

Section 3 . APA shall provide the City at least thirty (30) calendar days written notice of erosion of the aggregate limit below the minimum required combined single limit of coverage.

Section 4 APA shall not acquire any property or commence work under the License Agreement until it has obtained all required insurance and until the Risk Management Division of the City has reviewed and approved such insurance coverage.

Section 5 All insurance required to be obtained under this Exhibit C must be written by a company licensed to do business in the State of Texas at the time the policy is issued, and the company must be rated by A.M. Best at B+ VII or better and reasonably acceptable to the City. Employers Liability and Workers' Compensation Insurance policies written by the Texas Workers' Compensation Fund are acceptable.

Section 6 All endorsements, waivers, notices of cancellation, notices of non-renewal or any other endorsements as well as the Certificate of Insurance shall:

6.1 Name the City at the following notice address:

City of Austin, Texas
Attn: Lauraine Rizer, Office of Real Estate Services
P.O. Box 1088
Austin, Texas 78767-1088

6.2 Obligate the insurance company to notify in writing the City at its notice address of any non-renewal, cancellation or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

Section 7 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on the policy. It is intended that the policies required in the License Agreement shall be considered primary coverage.

Section 8 APA shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the License Agreement or the twenty-four month period following completion, in the case of a claims-made policy.

Section 9 The City reserves the right to review the insurance requirements described in this Exhibit C during the Term and to make reasonable adjustments to insurance coverages, and their limits, when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history or financial condition of the insurance company or APA.

Section 10 The City shall be entitled, upon request, and without expense to the City, to receive copies of the requisite insurance policies and all endorsements thereto and to make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies).

ORDINANCE NO. 20141120-092

AN ORDINANCE DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MODIFICATION TO THE AMENDED AND RESTATED TEMPORARY LICENSE AGREEMENT WITH AUSTIN PETS ALIVE RELATING TO THE LAMAR BEACH METRO PARK SITE; AND WAIVING CERTAIN SECTIONS OF CITY CODE CHAPTER 14-11.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The City Council makes the following findings:

1. Austin Pets Alive (APA) has been an animal welfare partner with the City of Austin since 2008, has been operating out of the Town Lake Animal Center location (TLAC) since 2011, and serves the City of Austin as a critical partner in helping to achieve and maintain no-kill status.
2. The condition of the existing TLAC structure is not sufficient to adequately serve Austin's animal adoption need and could conflict with the future layout of the property, no City funding has been identified to upgrade or replace this structure, and APA will need a new permanent facility in the future.
3. On June 12, 2014, Council approved a Lamar Beach master planning process through resolution 20140612-060, which gave the direction to "retain a permanent adoption center at the Lamar Beach property per the requirement of Resolution No. 20071011-062 and Resolution No. 20081023-049 and work with APA to meet that requirement through an agreement where APA could fund the construction and operation of an animal adoption center at no cost to the City that would provide some adoption and kennel space to the Austin Animal Center and include additional park amenities like outdoor showers and a stretching space for trail users."
4. The Lamar Beach master planning process will not be complete until August 2015, with construction taking additional time beyond the completion of the master plan, which delays when construction of a new facility can occur.
5. The current placement of TLAC will not conflict with the construction of the proposed Pressler Street extension project.
6. Amending the current Amended and Restated Temporary License Agreement to allow APA up to five more years, through an agreement for two additional years at the current location with three one-year extensions, will allow APA to ensure

seamless services for Austin's most vulnerable animals while APA builds its new facility.

7. The current agreement does not allow APA to make improvements to the TLAC facility.

8. Some repairs will be needed to the facility in the near term to ensure protection of the health and safety of animals housed during the extended agreement time period, and APA is willing to take responsibility for those expenses. These repairs must be in compliance with the Texas Health and Safety Code and the Texas Administrative Code.

PART 2. The City Manager is directed to negotiate and execute a modification to the Amended and Restated Temporary License Agreement to extend the term for two years with three additional one-year extension options and allow the construction of improvements to the property to occur at the expense of Austin Pets Alive with an approval process through the City.

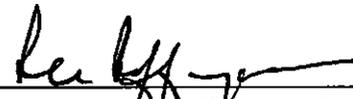
PART 3. The City Council waives City Code Sections 14-11-42 (Appraisal of Property) and 14-11-43 (Annual Fee) for purposes of amending the temporary license described in this ordinance.

PART 4. This ordinance takes effect on December 1, 2014.

PASSED AND APPROVED

_____, November 20, 2014

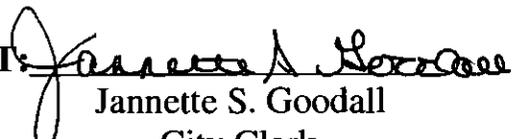
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Lee Jeffingwell
Mayor

APPROVED: 

Karen M. Kennard
City Attorney

ATTEST: 

Jannette S. Goodall
City Clerk

Exhibit 2

WAYA Agreement

**PARKLAND IMPROVEMENT AND LAND USE AGREEMENT
BETWEEN THE CITY OF AUSTIN
AND WEST AUSTIN YOUTH ASSOCIATION**

This Parkland Improvement and Land Use Agreement (“Agreement”) is entered into by and between the City of Austin, a Texas home-rule municipal corporation (the “City”) and the West Austin Youth Association, a Texas non-profit 501(c)(3) organization (“WAYA”) acting by and through its president and duly authorized representative, Wick Alexander. The City and WAYA are collectively referred to as the “Parties.”

I. FINDINGS AND STATEMENT OF PUBLIC PURPOSE

The City finds that the services provided by WAYA benefit the public by providing opportunities to the youth of Austin to participate in sports, fitness, and recreational programs.

The City further finds that WAYA receives donations from various individuals to provide these services and that these services performed by WAYA promote the well-being of Austin's youth.

The City and WAYA have a shared interest in providing opportunities to the youth of Austin to participate in sports, fitness, and recreational programs, and have worked cooperatively on youth services for more than 30 years and wish to continue that relationship into the future.

The City and WAYA have identified needed improvements to the ball fields at Lamar Beach and Town Lake Metropolitan Park that, if completed, would benefit the youth participating in WAYA programming and the public at large for years to come.

WAYA, in furtherance of its mission, seeks to continue collaborating with the City to provide youth services to the City as set forth in this Agreement.

Because of the above-stated public benefits, the City finds that partnering with WAYA to provide improvements to the ball fields at Lamar Beach and Town Lake Metropolitan Park and to provide recreational opportunities to the youth of Austin serves a public purpose.

II. DEFINITIONS

- A. **BALL FIELDS** means the athletic playing fields and related facilities known as Kocurek Field, Bishop Field, Sayers Field, Bechtol Harper Field, Chalmers Field, Williams Field and McEachern Field as these fields exist on the Effective Date and may be reconfigured or renamed in the future.

- B. BUIDINGS means the concession stand, field press box, and other structures, existing on the Effective Date or in the future, associated with the Ball Fields.
- C. DIRECTOR means the director of the City's Parks and Recreation Department or a designee identified by the director of the City's Parks and Recreation Department.
- D. IMPROVEMENTS means the modifications described in the attached **Exhibit "A"** and **Exhibit "B"**.
- E. PARD or DEPARTMENT means the City's Parks and Recreation Department.
- F. PARK means the City-owned parcel of land known as Lamar Beach and Town Lake Metropolitan Park, located at 1200 W. Cesar Chavez St.
- G. SEASON means the annual scheduled time necessary for WAYA to conduct its youth recreational activities, including periods anticipated for the rest and renovation of playing fields. The duration of the Season shall be mutually agreed upon between the City and WAYA. The City will not unreasonably withhold its approval of WAYA's proposed Season.

III. WAYA CONSTRUCTION RESPONSIBILITIES

- A. WAYA shall be responsible, at its sole cost, for the design, permitting, bidding, and construction of the Improvements. The Improvements shall be installed and constructed within the Park in accordance with the Timeline (defined below) and according to the plans, specifications, site plan and construction documents prepared by WAYA and reviewed and approved by the City prior to start of construction (the "Design Development Plan") as the Design Development Plan may be amended or waived from time to time by WAYA with approval from the City (collectively, the "Construction Project"). The Parties agree and acknowledge that the description of the Improvements provided in this Agreement as **Exhibits "A"** and **"B"** is conceptual and preliminary in nature and the details of such description (such as the description of buildings or amenities such as batting cages, etc.) is subject to change, depending on regulatory requirements or planning restraints.
- B. WAYA shall engage a professional consultant to prepare a preliminary Design Development Plan, including a rendering of the Construction Project and preliminary total construction cost estimate (the "Preliminary Cost Estimate") (collectively, the "Preliminary Plan"), for the City's review and approval. The Director shall promptly issue a written response to the submittal stating that the preliminary Design Development Plan and Preliminary Cost Estimate are approved or disapproved, in which case the Director shall state the corrections or modifications required to be made to the preliminary Design Development Plan. Failure by the Director to respond to the preliminary Design Development Plan within 21 days after its submittal to the Director by WAYA shall be deemed

acceptance of the preliminary Design Development Plan by the Director. The Preliminary Cost Estimate will be adjusted by WAYA annually for the City's review and approval until the Notice to Proceed (defined below) is issued.

- C. WAYA must finalize for the City's review and approval the final Design Development Plan, including updating or revising the Preliminary Cost Estimate to reflect current cost conditions. The Director shall promptly issue a written response to the submittal stating that the final Design Development Plan is approved or disapproved, in which case the Director shall state the corrections or modifications required to be made to the final Design Development Plan. Failure by the Director to respond to the final Design Development Plan within 21 days after its submittal to the Director by WAYA shall be deemed acceptance of the final Design Development Plan by the Director. The final Design Development Plan shall identify a Park Improvement and Maintenance Area and an Access and Staging Area as further described below. Following completion of the final Design Development Plan, WAYA, if necessary, will conduct a capital fund-raising campaign or other means which must result in (1) funds on deposit in a financial institution with withdrawal requirements acceptable to the City in writing, plus (2) the dollar value of committed donated services evidenced by letters of commitment from the contributors or other evidence reasonably demonstrating WAYA's financial ability to fund no less than one-hundred percent of the Cost Estimates. The Parties agree and acknowledge that the Director shall promptly approve the preliminary Design Development Plan or the final Design Development Plan if they are substantially similar to the description of the Improvements as provided in Exhibits A and B. After the final Design Development Plan is approved by the Director, WAYA shall be required to submit to the City and diligently pursue the approval of a site development permit application along with any other related permits or applications required for the construction of the Improvements.

- D. Following the City's review and approval of the Design Development Plan, approval of a site plan for the Construction Project, and prior to receipt of an approved building permit to install and construct the Construction Project in the Park, WAYA shall present to the City, for its review and approval, a construction schedule for construction and installation of the Construction Project (the "Timeline"), approval by the City not to be unreasonably withheld. The Parties agree that WAYA shall complete the Construction Project within six years of the Effective Date of this Agreement. Following the City's approval of an acceptable Timeline, WAYA shall thereafter adhere to that approved schedule. Changes to the Timeline may be made by written mutual agreement between WAYA's President and the Director without a formal amendment to this Agreement. Construction work on the Construction Project shall not commence until the City has issued a written "Notice to Proceed". All construction work shall meet or exceed City standards.

- E. WAYA agrees to follow all City ordinances, and other rules and regulations

regarding permits and approvals related to activities and construction of the Construction Project, as well as those of any other governmental entity having jurisdiction. WAYA agrees to comply with the minority-owned and female-owned business enterprise procurement program requirements as set forth in the attached **Exhibit "C"** (the "M/WBE Requirements"), the non-discrimination requirements of City Code, Title 5, the City's Worker Safety Requirements as set forth in Resolution No. 20110728-106, and the City's prevailing wage requirements as set forth in Resolution No. 20080705-047. The City is authorized to monitor and enforce WAYA's compliance with these governmental ordinances, rules, and regulations. Nothing in this section shall prevent or prohibit WAYA or the City from seeking or securing available exceptions from, variances to, or waivers of governmental ordinances, rules, and regulations.

- F. WAYA shall comply with the City's "Construction in Parks Specifications", which are incorporated by reference for all purposes, as applicable, and as the Construction in Parks Specifications may be amended or waived by the Director from time to time for purposes of this Agreement and/or the construction of the Construction Project (the "Park Specs"). Nothing in this section shall prevent or prohibit WAYA or the City from seeking or securing available exceptions from, variances to, or waivers of the Park Specs.
- G. WAYA shall have no right to place liens on the Park, and shall not allow any liens to be placed against the Park by any contractors.
- H. WAYA and its contractors shall perform the obligations set forth in the Agreement as independent contractors.
- I. In completing the Construction Project, WAYA shall hire, at its sole cost, licensed and insured construction professionals, including but not limited to designer, architect, construction contractor, etc. meeting the minimum City standards.
- J. WAYA agrees to diligently pursue completion of the Construction Project and to coordinate all construction activity with designated PARD staff following issuance of the Notice to Proceed to minimize disruptions to the Park's usage and to ensure that construction meets City standards.
- K. WAYA shall assume all responsibilities for the on-going maintenance and day-to-day operation of the Construction Project, including maintaining the Improvements, providing all utilities to the Construction Project and providing for the ongoing annual expenses necessary to provide the staff and operational requirements of the Construction Project (the "WAYA Maintenance Responsibilities") within the Park Improvement and Maintenance Area. The City acknowledges and agrees that no

public access shall be allowed within the limits of construction of the Construction Project while it is in progress. Unless the City determines and notifies WAYA in writing that its WAYA Maintenance Responsibilities are no longer necessary or desired, the City grants to WAYA during the Term the right to enter and a license to access the Park for the purpose of carrying out the WAYA Maintenance Responsibilities.

- L. WAYA shall be responsible for securing all permits and approvals necessary to construct the Construction Project. PARD staff shall assist WAYA in the submission of the permits and shall cooperate with WAYA as needed to apply for the permits. WAYA and/or their contractors shall coordinate with PARD staff to secure any information in the possession or control of PARD which is necessary to facilitate the applications for permits and approvals.
- M. WAYA shall secure advance approval for all removal, cutting, and pruning of trees on City property. To secure said approval, WAYA shall present a tree trimming plan (the "Tree Trimming Plan") to the City no fewer than seven days prior to the day the pruning will occur. The Tree Trimming Plan shall identify the trees and/or limbs to be removed, cut, and pruned. The Tree Trimming Plan must identify the technique that shall be utilized to prune each tree. In addition, each tree and/or limb to be removed, cut, and pruned must be marked in the field.
- N. Upon completion of the Construction Project, WAYA shall deliver to the City written notice that the Construction Project has been completed on a form approved by the City (the "Completion Notice").
- O. Upon completion of the Construction Project, WAYA shall, at its own expense, remove all construction equipment from the Park Improvement and Maintenance Area and the Access and Staging Area and shall restore these areas to the condition at the time the Notice to Proceed was given or to the condition required by the Design Development Plan, whichever is better.
- P. Upon completion and acceptance of the Construction Project, WAYA must obtain from each of its contractors a written warranty, acceptable to the City, that the Improvements will be free of defects for at least one year from the date the Improvements are accepted by the City for any work performed or materials supplied with respect to the Construction Project. Each warranty shall be assigned to the City, without further recourse against WAYA.

IV. WAYA PARK USE RESPONSIBILITIES

- A. The City shall have first priority right to use Williams Field at all times for public use. WAYA may use Williams Field at times when not in use by the public.
- B. WAYA shall have first priority right to use the Ball Fields, except for Williams Field, and Buildings at all times during the Season for WAYA athletic or youth programs. The WAYA athletic or youth programs shall include any such programs that are operated directly by WAYA or its affiliates, and such programs shall include, without limitation, any programs operated by WAYA, Western Hills Little League, Sportball, Soccer Shots, Champs League, FitKids, Touchdown Kids or similar programs or activities. The City may use the other Ball Fields besides Williams Field for public use outside of the Season at times mutually agreed upon by the Parties.
- C. Programs offered by WAYA or its affiliates as described in this Agreement shall serve predominantly City of Austin residents aged 19 years or younger and be open to all City of Austin youth regardless of race, color, religion, national origin, sexual orientation, or athletic ability. "Predominantly" is defined as a minimum of 75% City of Austin residents. City of Austin resident may include, without limitation, a participant's parents or guardian that has a permanent address, owns property, or is the owner of a business within the City of Austin limits.
- D. WAYA shall adhere to current Youth Sports Provider Administrative Rules throughout the term of this Agreement.
- E. Programs offered by WAYA or its affiliates as described in this Agreement shall be consistent with WAYA's mission and designed to allow all youth who register the ability to play in programs that match their age and skill.
- F. WAYA shall not rent, barter, or allow the use of the Ball Fields or Buildings to or by any other entity or organization except as may be described herein or through the course of regular scheduled Season play and/or tournaments without the express written consent of the City.
- G. A WAYA employee or volunteer representative authorized by WAYA shall be on-site at the Ball Fields at all times the Ball Fields are in use for practices, games, tournaments or other sports related activities.
- H. WAYA shall have no responsibility or liability for any damage to property or injury to persons resulting from the public's use of the Ball Fields outside of WAYA programs or activities.
- I. Because the Buildings will be used to store equipment belonging to WAYA, at no time may the Buildings, including the concession area, press box or storage building, be accessed or used by the public without the direct supervision of WAYA or the City.

- J. WAYA shall provide year-round maintenance of the Ball Fields, including Williams Field as long as it continues to exist as an athletic field, in accordance with the City's Ball Fields maintenance standards as outlined in **Exhibit "D"** and WAYA shall provide general litter control and clean-up duties related to the Ball Fields. WAYA shall ensure Ball Fields and Buildings are reasonably safe for public use and construction is kept in reasonably good repair and condition, normal wear and tear excepted, throughout the term of this Agreement to prevent undue deterioration. The City acknowledges and agrees that WAYA shall not incur any additional, unreasonable costs due to the use of Williams Field by the public or the City.
- K. WAYA, at its sole expense, is permitted to operate concessions within the Buildings in accordance with any and all City of Austin Health Code requirements.
- L. WAYA, at its sole expense, is permitted to display sponsorship signage on the interior of the Ball Fields (ie: on Ball Field fencing or on the Buildings), however, no signage may be displayed that is primarily related to the consumption of alcohol or adult-oriented businesses.
- M. WAYA may erect signage at the Ball Fields providing that public use of the Ball Fields is by written permission from the City of Austin only.
- N. WAYA must comply with City's water and energy conservation rules and regulations for its improvement, use, and maintenance of the Ball Fields and Buildings and must switch off all lighting at the conclusion of each night's programs. Any violation of the water and energy conservation rules may result in an assessment against WAYA.
- O. WAYA is responsible for the costs of all utilities (electric, water, waste water, etc.) associated with operations of the Ball Fields, except Williams Field, and Buildings in excess of the annual City utility stipend described under Section VI.B.
- P. WAYA may not use two-cycle equipment, such as chain saws, weed eaters, small lawn mowers, and blowers, on Ozone Action Days.
- Q. Except as specifically allowed herein, WAYA must receive advance written approval from the City to erect any permanent signage in or on the Ball Fields, Buildings, or the Park.
- R. WAYA must conduct annual background checks consistent with the City's procedures and policies on all volunteers and employees who will interact with youth. City shall provide WAYA with a copy of these procedures and policies.
- S. WAYA must not permit alcoholic beverages, tobacco, or illegal drugs to be consumed on or around the Ball Fields or within the Park. WAYA may not allow weapons of any kind on the Ball Fields or within the Park during its use of the Ball

Fields. WAYA is authorized to eject, or have ejected by City of Austin personnel, from the Ball Fields any person consuming an alcoholic beverage, using tobacco products or illegal drugs, bringing weapons of any kind on a field, or whose behavior is disrupting WAYA's programs.

- T. Except for vehicles associated with maintenance or repairs, WAYA must not allow any vehicle on the Ball Fields.
- U. WAYA must regularly send a representative to attend PARD-sponsored Youth Sports Programs meetings and to reasonably participate or cooperate with PARD at such meetings if required to fulfill the purposes of this Agreement.
- V. WAYA shall provide notice to the City immediately upon becoming aware of any significant damage, vandalism, necessary repairs, or safety issues at the Ball Fields or Buildings.

V. WAYA REQUIRED DOCUMENTATION

- A. WAYA must provide documentation of its non-profit 501(c)(3) status, attached as **Exhibit "E"**. WAYA shall provide documentation of its continuing non-profit 501(c)(3) status by October 1st annually.
- B. WAYA must provide a Certificate of Insurance naming the City as an Additional Insured, attached as **Exhibit "F"** by October 1st annually.
- C. WAYA must provide the City with an annual report not later than May 1st of each year this Agreement is in effect which shall include the following items:
 - 1. a general schedule of the Season, as defined in Part II of this Agreement, for the upcoming year, subject to the City's approval which shall not be unreasonably withheld;
 - 2. a list of activities funded under the Agreement;
 - 3. a status report on the progress of the Construction Project, if it has not yet been completed;
 - 4. documentation of the residency of youth participants and the number of youth served using the registration summary form provided by the City, attached as **Exhibit "G"**;
 - 5. documentation of WAYA's continuing compliance with the Insurance Requirements;
 - 6. financial information as to revenue collected and expenses incurred to include but not be limited to player fees, sponsorships, concession sales, tournament fees, donations, miscellaneous fund raising efforts, uniform expenses, building/field maintenance, tournament expenses, concession supplies, administrative costs and other miscellaneous expenses; and

7. any other information required to update the exhibits to this Agreement.

VI. CITY RESPONSIBILITIES

- A. For the term of this Agreement, the City shall never charge, assess or otherwise require payment from WAYA for WAYA's use the Ball Fields as described and allowed by this Agreement.
- B. City shall provide to WAYA an annual payment of utility charges as provided under City Code Subsection 8-1-83(B) and as established through the annual City of Austin Budget process, subject to annual approval by the Austin City Council. The City shall verify the stipend amount, if any, in writing by October 1st annually.
- C. The City shall provide sanitation service for the Park and Ball Fields as is customary for the City's park system.
- D. The City shall provide general supervision of Williams Field when the public is utilizing the Park for practices, games, tournaments, or other sports-related activities.
- E. The City grants WAYA and its contractors the right to enter those areas of the Park generally shown on the approved final Design Development Plan as the limits of construction (the "Temporary Right of Entry") and a temporary license for access over, under, across, and upon the areas shown on the approved final Design Development Plan as the Access and Staging Area for the purpose of constructing the Construction Project (the "Temporary Access License"). The Temporary Right of Entry shall begin on the date that is thirty days after the delivery by WAYA to the City of a written notice stating that WAYA desires to begin construction (the "Temporary Right of Entry Beginning Date") and the Temporary Access License shall begin on the date the Notice to Proceed is issued by the City to WAYA (the "Temporary Access License Beginning Date"). The Temporary Right of Entry and Temporary Access License, unless extended in writing by City, shall expire automatically at midnight on the earlier of the date (1) of City Acceptance (defined below), or (2) this Agreement is terminated.
- F. The City retains the right to inspect construction and to exercise its rights or duties in order to protect persons, property or the public interest in the Park.
- G. Within 21 calendar days following City's receipt of the Completion Notice, the City shall respond to WAYA by either submitting a list of items still requiring completion or by accepting the Construction Project. Acceptance of the Construction Project or any phase thereof, which acceptance shall not be unreasonably withheld, shall be evidenced by a letter of acceptance from the City (the "Acceptance Letter"). Failure by the City to issue an Acceptance Letter to a

Completion Notice within the 21-day period shall be deemed acceptance by the City (the "City Acceptance").

VII. INSURANCE

- A. During the Term, WAYA and its contractors, at their sole cost and expense, will obtain, provide and keep in force the insurance in the types and amounts indicated in **Exhibit "H"** (the "Insurance Requirements").
- B. WAYA understands and acknowledges that the City does not insure any items stored on the subject field, in concession stands, office, or storage buildings.

VIII. WAIVER; INDEMNITY

WAYA agrees to defend, indemnify, and hold the City, its officers, agents, servants, and employees harmless against any and all claims, lawsuits, actions, costs and expenses of any kind, including, but not limited to, those for property damage or loss and/or personal injury, including death, that may relate to, arise out of, or be occasioned by (i) WAYA's breach of any of the terms or provisions of this agreement or (ii) any negligent act or omission or intentional misconduct of WAYA, its officers, agents, associates, employees, contractors or subcontractors related to construction of facilities or the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the City, and in the event of joint and concurrent negligence of both WAYA and City, responsibility, if any, shall be apportioned in accordance with the laws of the State of Texas.

IX. TERM; TERMINATION

- A. This Agreement shall have an effective date that is the last date this Agreement is executed by a party (the "Effective Date"). The term of this Agreement shall extend 25 years from the Effective Date (the "Term"). The Director may extend the Term for one period of ten years, by providing WAYA at least six months prior written notice of the extension prior to the expiration of the preceding term of this Agreement. Any such extension shall be on the same terms as herein provided of the original term of this Agreement unless officially amended.
- B. If any party materially breaches its obligations under this Agreement, the non-breaching party shall notify the other party in writing of the specific violations of the Agreement and a reasonable description of the necessary measures required to cure such breach. The breaching party shall have 30 days from receipt of this notice in which to cure any such violations. If the violation cannot be reasonably cured within the 30-day period, and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure violation, then the parties may agree in writing to an extension of the period in which the violation must be cured.

- C. If, however, the breaching party has not cured any such violation as specified in the written notice or any extension within the time provided, then the non-breaching party, shall have the right to either: (1) specifically enforce the obligations of the breaching party; or (2) terminate this Agreement in which event the Parties shall have no further rights or obligations hereunder. This termination shall be made by sending a written Notice of Termination to the breaching party. This Notice of Termination shall be effective for all purposes when deposited in the U.S. Mail, postage prepaid and mailed Certified Mail, Return Receipt Requested.
- D. If WAYA defaults under this Agreement, upon depositing the Notice of Termination with the U.S. Mail as specified above, the City may assume control and possession of WAYA's contract documents, rights and improvements relating to the performance of this Agreement. WAYA shall be relieved of liability for any claims, injuries or losses resulting from negligent acts or omissions of the City, its employees or agents, and for the negligent acts or omissions arising out of the construction of the Improvements as of the date of the Notice of Termination.
- E. Upon termination of this Agreement for any reason, WAYA shall remove its gear, equipment and other above-ground fixtures which are not permanently attached to the ground and which are removable at a reasonable cost to WAYA, as directed by the City, and ensure the Ball Fields and Buildings are returned in reasonably good condition considering normal wear and tear.

X. GENERAL PROVISIONS

- A. The City designates the Director as its authorized representative to act on the City's behalf with respect to this Agreement.
- B. WAYA designates its President of the Board of Directors as its authorized representative to act on WAYA's behalf with respect to this Agreement.
- C. WAYA may only assign or transfer any interest in the Agreement with the written consent of the City.
- D. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All Notice shall be addressed to the following:

As to the City:

City of Austin
Director, Parks and Recreation
200 South Lamar
Austin, Texas 78704

With a copy to:

City of Austin,
Division Manager, Central Program Division
200 South Lamar
Austin, Texas 78704

As to WAYA:

West Austin Youth Association
Attn: President
P.O. Box 50198
Austin, Texas 78763

With a copy to:

Sammie Joseph
1813 Rockmoor Ave.
Austin, Texas 78703

- E. This Agreement shall be construed by and governed by the laws of the State of Texas. Any and all legal action necessary to enforce the Agreement shall be held in Travis County.
- F. In the event that any section, paragraph, sentence, clause or provision of the Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
- G. This Agreement represents the entire understanding between the Parties, and supersedes all other negotiations, representations or agreement, written or oral, relating to this Agreement.
- H. Except as otherwise provide for in this Agreement, this Agreement may be modified and amended only by written instrument executed by both Parties.
- I. No waiver of any provisions of this Agreement shall be effective against any party unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- J. This Agreement may be executed by the Parties in multiple counterparts, each counterpart signature deemed to be an original, and signatures to this Agreement may be made, attached or added to the Agreement and transmitted electronically.
- K. Dispute Resolution.

- i. If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
 - ii. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and WAYA agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session, and WAYA agrees it will compel participation of its vendors in mediation if applicable to the dispute. The City and WAYA will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
- L. **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to any warranty, indemnity, or confidentiality obligations of the parties, shall survive the expiration or termination of this Agreement.
- M. **Compliance with Health, Safety, and Environmental Regulations.** In the process of constructing the Improvements, WAYA, its vendors, and their respective employees and subcontractors, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In

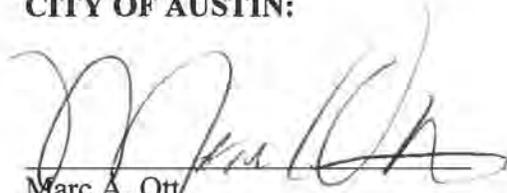
case of conflict, the most stringent safety requirement shall govern. WAYA shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of WAYA's obligations under this paragraph.

Exhibits:

- Exhibit A – Description of the Improvements
- Exhibit B – Sketch of the Improvements
- Exhibit C – M/WBE Requirements
- Exhibit D – Ball Fields Maintenance Standards
- Exhibit E – Proof of WAYA Non-Profit Status
- Exhibit F – Certificate of Insurance naming the City as an Additional Insured
- Exhibit G – Sample Registration Summary Form
- Exhibit H – Insurance Requirements

This Agreement is entered into and executed by:

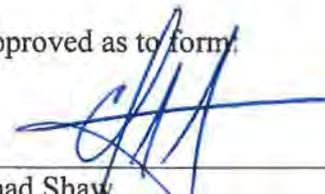
CITY OF AUSTIN:



Marc A. Ott
City Manager

Date: 8/1/13

Approved as to form:



Chad Shaw
Assistant City Attorney

WEST AUSTIN YOUTH ASSOCIATION, INC.:



Wick Alexander
President

Date: 7/17/13

EXHIBIT A

DESCRIPTION OF THE IMPROVEMENTS

The conceptual site plan for the renovation of the baseball fields on Cesar Chavez calls for three full size Little League baseball fields centered around a building that would house a press box overlooking each field and one master concession stand and bathrooms on the ground floor. Park benches and picnic tables would be built along with a playscape area directly behind the three fields. Six batting cages and practice pitching areas would be built to service the three fields.

There would also be one smaller field for youth players, ages 4-8, built in the far northwest end of the West Cesar Chavez Fields. Two batting cages and a practice pitching area would be built to serve the smaller field and one of the three larger fields.

Parking as allowed would be added around the proposed new entry way into the fields. Additional parking would also be reconfigured around Dick Chalmers Football field.

EXHIBIT B

SKETCH OF THE IMPROVEMENTS



Lamar Beach at Town Lake Metro Park: WAYA Field.

EXHIBIT C

M/WBE REQUIREMENTS

Commencing on the Effective Date, with respect to the design and construction of the Improvements, WAYA and its contractors will meet the following annual ethnic and gender specific participation goals or demonstrate their good faith efforts to meet these goals:

	Professional Services Participation Goals	Construction Participation Goals
African-American –owned Business Enterprises	1.7%	1.7%
Hispanic-owned Business Enterprises	9.5%	9.7%
Asian-American and Native American-owned Business Enterprises	5.3%	1.5%
Women-owned Business Enterprises	14.2%	12.6%

The City will provide a list of certified firms to WAYA from which WAYA shall solicit participation in the design and construction of the Improvements; WAYA may solicit participation from firms not on the list, but only firms certified by the City in the particular scope of work solicited can be used towards meeting participation goals or demonstrating good faith efforts. The City will assist WAYA to identify potential scopes of work, establish the bid packages available, schedule and host outreach meetings, and assist WAYA in soliciting M/WBE firms to provide bids. The foregoing shall not require WAYA to solicit participation during a period in which WAYA is not designing or constructing the Improvements, but rather, requires WAYA to incorporate the standards and principles of the M/WBE Ordinance into its development process as and when such process exists. Additionally, WAYA's agreement to meet the M/WBE goals or demonstrate a good faith effort to meet the M/WBE goals does not require WAYA to modify or amend any contract or agreement that WAYA has entered into prior to the Effective Date. Any contract or agreement that WAYA has entered into relating to the construction of the Improvements contemplated by this Agreement, prior to the Effective Date, may, subject to the review and approval of the City be applied in the calculation of the participation goals provided above.

Beginning at the end of the first quarter expiring after the Effective Date, WAYA shall provide quarterly reports to allow the City's Small and Minority Business Resources Department describing in detail (A) the design or construction work completed during the previous quarter, including dollar amounts spent, or that no work was commenced or completed; (B) the utilization on a percentage basis of minority-owned and women-owned business enterprise

firms in the design and construction of the Improvements; and (C) WAYA's efforts to implement the standards and principles of the City's ordinances, program rules, and Resolution No. 20120112-058, as may subsequently be amended, relating to M/WBE compliance. The City shall provide the forms to be used by WAYA in submitting these reports.

EXHIBIT D

BALL FIELDS MAINTENANCE STANDARDS

Level 3

Maintenance at an adequate level to provide good, safe, athletic fields. Associated with amateur sports venues (baseball, softball, and soccer) developed to provide safe athletic surfaces for local teams and organizations.

1. Maintenance Calendar

- Develop an annual maintenance calendar a minimum of 6 months prior to the beginning of each calendar year.
- Calendar will include all fixed and daily work schedules.

2. Turf Care

- Athletic field turf to be Common Bermuda or Mid-Iron.
- Mowed in accordance with species and variety of grass, generally no less than every 7 days at 1" – 1 ½" height during the summer growing season using a 5-gang fairway mower or rotary deck mower.

3. Rest/Restoration

- An annual rest and renovation program is scheduled at all sites to maintain field sustainability.
- All athletic field space will have a minimum of one month per year in rest.
- Fields heavily used will be rested a minimum of 8 hours for every 40 hours of use.
- Fields will be scheduled to rest in coordination with the annual league calendar.

4. Turf Edging

- Edge all turf edges located in the field of play using a power mechanical edger.
- Chemical edging permitted.
- Edge turf edges around warning tracks once per year during growing season.
- Edge around skinned infield area once per season, including base paths and mounds.
- Add infield and warning track material as needed to maintain smooth transition from soil to turf.
- Use a mechanical edger on turf edges to prevent a lip from developing at least twice a year or more often around problem.
- Edge turf edges not in the field of play (along sidewalks, pathways, fences, and buildings) and in high visibility areas are to be edged using a power monofilament type trimmer once per season.

5. Overseeding

- Not recommended.

6. Fertilizer

- Proper fertilization applied to turf to provide minimal growth and plant health creating safe playing conditions.
- Perform soil analysis once per year.
- General guidelines should include granular applications high in Nitrogen, once during the growing season.

7. Aerifying

- Aerify turf once per year using a core aerifier, or as field conditions warrant.
- Top dress fields with sand at least once every five years and sweep into core holes using mat drag.

8. Disease/Pest and Weed Control

- If needed, apply granular pre-emergent in turf areas for weed control in early spring and early fall.
- Treat rodent populations (gophers and ground squirrels) to maintain zero populations.
- Should they develop, remove mounds immediately and collapse and back fill tunnels.
- Apply liquid pre-emergent in landscapes areas every winter.

9. Infield Preparation (baseball and softball)

- Maintain skinned infields providing a smooth consistent playing condition.

- Use custom screened granite infield mix such as Hill-topper or Stabilizer.
 - Drag infields daily using a fine mat drag with front float.
 - Drag infields once per month when not in use.
 - Water infield areas following each dragging using a quick coupler or automatic infield rotor heads.
 - Nail drag infields as needed during heavy use times, to ensure consistent playing conditions.
- 10. Home Plate Area and Pitchers Mounds (baseball and softball.)**
- Construct home plate area and pitchers mounds of Pitching Mound Clay Mix.
 - Repair monthly by adding new clay, tamping, dragging, and watering area.
 - Check pitching rubbers and plates monthly and replace or rotate as needed.
 - Check the slope and height of baseball pitching mounds at least twice per year with a carpenter's level to ensure rubbers and mounds are level with playing surface and at the correct height.
- 11. Field Lining and Painting**
- Identify field markings using 4" wide white athletic field marker.
 - Mark foul lines for softball and baseball once per week to ensure clear visible markings using athletic field marker.
 - Mark infield foul lines and batter boxes using athletic field marker.
 - Touch up soccer goal area markings as needed to ensure clear, visible lines.
- 12. Outfield Fences, Foul Poles, Dugouts, Backstops, Bleachers, Soccer Goals and Corner Flags**
- Check fence material on outfield fences, backstops, and dugouts monthly for loose pieces or hazardous conditions.
 - Inspect bleachers and backstop kickboards monthly to check for loose bolts, slitting wood, or hazardous conditions.
 - Check soccer goals and foul poles monthly for any rusting metal or sharp edges and paint every three years.
- 13. Irrigation**
- Irrigate turf and landscape areas using a computerized or automated irrigation system.
 - Set irrigation schedules for optimum growing conditions based on climate and maintenance schedules.
 - Check irrigation heads, quick couplers, and valve boxes weekly to ensure proper and even water distribution and safety.
 - Routinely check heads for proper adjustment to compensate for dry areas or excessively wet areas.
- 14. Tree Maintenance**
- Weed Control: Mechanical grass trimming around trees shall be accomplished in a way that will not scar the trunk in any way. No chemical removal of turf and weeds is permissible under drip line.
 - Mulching: Mulch base of tree to a minimum of six (6) foot diameter circle, to a depth of three (3) inches, maintaining one to two (1-2) inch clearance from perimeter of trunk.
 - Trimming: All trees will be evaluated for pruning as needed.
 - Pruning: All trees shall be annually pruned of sucker growth. Trees shall be pruned during the winter months, unless a limb has broken or is posing a safety hazard. Trees shall be pruned according to the International Society of Arboriculture standards (1995) and ANSI A300, 1995.
 - Staking: All newly planted trees shall be staked if needed. All nursery stakes will be removed at time of planting. All stakes are to be removed within the first year.
- 15. Litter Control**
- Empty trash receptacle once per day, seven days per week.
 - Spray/wash dug-outs, picnic areas, seating area and food service areas bi-monthly to remove food stains.
- 16. Sustainability**
- Recycling: Provide receptacles to collect aluminum and plastic recyclables.
 - Irrigation: Audit control system annually for water conservation efforts.

- Lighting: Audit control system annually for electricity conservation efforts.
- Invasive Species: Develop a program to monitor.
- Chemicals: Use "green" chemicals for cleaning and disinfecting restrooms and surfaces when available.
- Fuels: Use "clean" fuels to maintain turf and structures when available.

17. Hardscape Surfaces

- Blow and/or sweep and clean concourse and hard surfaces once per month.
- Safety repairs take priority over appearance.

18. Restrooms/Drinking Fountains

- Restrooms may be either permanent structures or may involve contracted service for portable toilets (porta potty).
- If permanent:
 - Restrooms are to be serviced at least once a week.
 - Servicing period should ensure adequate supply of toilet paper and paper towels, and that the restrooms are reasonably clean, sanitary, and free of bad odors.

If contracted:

- Perform weekly check to ensure contracted cleaning service is performed.
- Sanitize drinking fountains at least once per week.
- Inspect drinking fountains weekly for proper water flow.

19. Lighting

- Replacement or repair of fixtures when observed or reported as not working.
- Submit work order requests indicate a "2" priority.

20. Signs:

- All signs shall be designed and installed based on the department Park Sign Manual.
- Replacement signs and new signs shall be in conformance with standard park signage.
- Any changes from the standard will require Assistant Director's approval
- Install signs at strategic locations to provide adequate information to park patrons to include identification signs, wayward signs, park rules, etc.

21. Graffiti

- Inspect site monthly for appearance of graffiti.
- Once discovered, remove within 24 hours.

22. Building and Site Maintenance

- Structures: Notify Park District Manager of any structure (gazebo, shade structures, maintenance shops, etc.) that requires repair.
- Initiate work order requests indicate a "3" priority for lamp replacement and needed repairs. Includes HVAC, plumbing, electrical and structural components.
- Parking Lots: Inspect monthly. Maintain surface with minimal holes. Resurface and repaint stripes every two years.

23. Equipment Maintenance

- Maintain Fleet Equipment to fleet standards.
- Maintain Small Engine Equipment
- Maintain Utility Vehicles

24. Special Features

- Should be maintained for safety, function and high quality appearance as per established design.

EXHIBIT E

PROOF OF WAYA NON-PROFIT STATUS

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: AUG 24 2009

WEST AUSTIN YOUTH ASSOCIATION
PO BOX 50198
AUSTIN TX 78763-0198

Person to Contact:
David Slaughter#02-03346
Toll Free Telephone Number:
877-829-5500
Employer Identification Number:
74-2108180

Dear Sir or Madam:

This is in response to your request of July 27, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in July 1985 that recognized you as exempt from Federal income tax, and reflect that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Cindy Westcott
Manager, Exempt Organizations
Determinations

EXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Tax ID # 74-2108180

Name of purchaser, firm or agency

West Austin Youth Association

Address (Street & number, P.O. Box or Route number)

1314 Exposition/P.O. Box 50198

Phone (Area code and number)

512-473-2528

City, State, ZIP code

Austin, Texas 78763

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

Seller: _____

Street address: _____

City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code; Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here

Purchaser

[Signature]

Title

Executive Director

Date

9/17/04

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

EXHIBIT F

CERTIFICATE OF INSURANCE NAMING
THE CITY AS AN ADDITIONAL INSURED

Taxable Entity Search Results

Franchise Tax Certification of Account Status

This Certification Not Sufficient for Filings with Secretary of State

Obtain a certification for filings with the Secretary of State.

It takes up to two weeks for this search to update when payment is made through the mail or at a taxpayer service office. This agency may manually issue a Certificate of Account Status (good standing) when an entity makes a payment to bring its account current. The paper certificate issued by our office is valid and represents the entity's status with our office as of the date of the certificate.

Certification of Account Status	Officers And Directors Information
Entity Information:	WEST AUSTIN YOUTH ASSOCIATION PO BOX 50198 AUSTIN, TX 78763-0198
Status:	IN GOOD STANDING - EXEMPT ENTITY
Registered Agent:	COURTNEY HOUSTON 1314 EXPOSITION AUSTIN, TX 78703
Registered Agent Resignation Date:	
State of Formation:	TX
File Number:	0051510701
SOS Registration Date:	April 14, 1980
Taxpayer Number:	17421081807

texas.gov [Statewide Search from the Texas State Library](#) [State Link Policy](#) [Texas Homeland Security](#)

Susan Combs, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)
[Privacy and Security Policy](#) [Accessibility Policy](#) [Link Policy](#) [Public Information Act](#) [Compact with Texans](#)



CERTIFICATE OF LIABILITY INSURANCE

WESTA-5 OP ID: BH

DATE (MM/DD/YYYY)

11/27/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frost Insurance - Houston 3707 Richmond Avenue Houston, TX 77048 Kenny Waldt		Phone: 713-388-1250 Fax: 713-388-1238	CONTACT NAME: Cheryl Smith, Acct Manager PHONE (A/C, No, Ext): 713-388-1256 FAX (A/C, No): 713-388-1238 E-MAIL ADDRESS: cheryl.smith@frostinsurance.com
INSURED West Austin Youth Association P O Box 50198 Austin, TX 78763-0198		INSURER(S) AFFORDING COVERAGE INSURER A: First Nonprofit Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

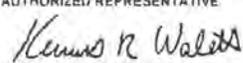
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TMP4220347-12	10/28/12	10/28/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TMP4220347-12	10/28/12	10/28/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEP <input checked="" type="checkbox"/> RETENTION \$ 10000			UXL4208254-12	10/28/12	10/28/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 AM & Prof \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The referenced CGL policy includes a Blanket Additional Insured endorsement providing this provision to the Certificate Holder if required by written contract per the terms and conditions of the referenced CGL. Umbrella follows form of underlying. Coverage is provided under this policy only for sponsored/supervised activities of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Austin PO Box 1088 Austin, TX 78701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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SUMMARY OF INSURANCE

Prepared: 11/28/12

Page 1

For: West Austin Youth Association
 Courtney Houston
 P O Box 50198
 Austin, TX 78763-0198
 Phone: 512-473-2528

Frost Insurance
 3707 Richmond Ave.
 Houston, Texas 77046
 Phone: 713-388-1250

Coverage	Amount	Company	Policy No	Eff	Exp
COMMERCIAL PACKAGE POLICY		First Nonprofit Insurance		10/28/12	10/28/13
<u>Premise #1</u> 1312-1314 Exposition Blvd Austin, Tx 78703					
<u>Premise #2</u> 3505 Enfield Rd Austin, Tx 78703					
<u>Premise #3</u> 1104 W Cesar Chavez St Austin, Tx 78703					
<u>Property Coverage Part</u>					
Premise #1 – WAYA Office/Facility					
Building	2,228,000				
Business Personal Property	1,000,000				
Business Income/Extra Expense	1,275,000				
Premise #2 – Joseph Field					
Building (Concession Building)	47,000				
Business Personal Property	13,000				
Premise #3 – Chalmers/Kocurek					
Building (Concession Shed)	5,000				
Building (Crows Nest)	20,000				
Business Personal Property	13,000				
Premise #1-#3 – Specified Property	511,000 Total				
WAYA Parking Lot Lights	30,000				
Joseph Field Lights	48,000				
Joseph Field Fence	24,000				
Joseph Field Scoreboard	18,000				
Joseph Field Bleachers	13,000				
Brunley Field Lights	88,000				
Brunley Field Fence	24,000				
Brunley Field Scoreboard	18,000				
Brunley Field Bleachers	12,000				
Chalmers Field Fence	12,000				
Chalmers Field Scoreboard	18,000				
Chalmers Field Bleachers	12,000				
McEachern Field Fence	18,000	Previously Humane Field			
McEachern Field Scoreboard	18,000				
Kocurek Field Fence	10,000				
Kocurek Field Scoreboard	18,000				
Kocurek Field Bleachers	12,000				
Bechte Hayes Field Fence	20,000				
Bechte Hayes Field Scoreboard	18,000				
Bishop Field Fence	10,000				
Bishop Field Scoreboard	18,000				
Bishop Field Bleachers	12,000				
Sayer Field Fence	10,000				
Sayer Field Scoreboard	18,000				
Sayer Field Bleachers	12,000				

This is only a summary of your insurance program. This summary does not alter terms of the policies. Read your policies for their full terms, conditions, and exclusions. All policy provisions will prevail.

SUMMARY OF INSURANCE

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For: West Austin Youth Association
 Courtney Houston
 P O Box 50198
 Austin, TX 78763-0198
 Phone: 512-473-2528

Frost Insurance
 3707 Richmond Ave.
 Houston, Texas 77046
 Phone: 713-388-1250

Coverage	Amount	Company	Policy No	Eff	Exp
<u>Property Coverage Part Continued</u>					
Valuation	RCV				
Cause of Loss	Special Form				
Deductible	1,000				
Business Income Deductible	72 Hours				
Schedule of Property	Attached				
Property Enhancement Endorsement	Included				
Equipment Breakdown	Included				
<u>Crime</u>					
Employee Theft Per Employee	50,000				
Employee Theft Per Incident	100,000				
Forgery or Allartion	50,000				
Deductible Per Employee	500				
Deductible Per Incident (more than 1 EE)	1,000				
<u>Business Auto</u>					
Auto Liability					
Hired & Non-Owned Autos Only					
Combined Single Limit	1,000,000				
<u>Commercial General Liability</u>					
Occurrence Based Policy					
General Aggregate	3,000,000				
Products/Completed Oper. Aggr.	3,000,000				
Personal & Advertising Injury	1,000,000				
Each Occurrence	1,000,000				
Fire Damage (Any One Fire)	100,000				
Medical Payments					
Per Person	5,000				
Per Occurrence	25,000				
Annual Aggregate	75,000				
Sexual Abuse Liability					
Per Occurrence	1,000,000				
Professional Liability	1,000,000				
Premium Basis	See Attached				
Activity and Number of Participants					
GYMNASTICS LIABILITY					
Occurrence Based Policy		Lexington Insurance (New Hampshire Ins. Co.)	Master Policy 9471951 (44272155)	10/28/12	10/28/13
General Aggregate	2,000,000				
Products/Completed Oper. Aggr.	1,000,000				
Personal & Advertising Injury	1,000,000				
Each Occurrence	1,000,000				
Fire Damage (Any One Fire)	300,000				
Fremises Medical Expense (Any One Person)	None				
Participant Legal Liability	1,000,000				

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SUMMARY OF INSURANCE

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Page 3

For: West Austin Youth Association
 Courtney Houston
 P O Box 50198
 Austin, TX 78763-0198
 Phone: 512-473-2528

Frost Insurance
 3707 Richmond Ave.
 Houston, Texas 77046
 Phone: 713-388-1250

Coverage	Amount	Company	Policy No	Eff	Exp
GYMNASTICS ACCIDENT MEDICAL Per Accident Limit Accident Death & Dismemberment Retention	1,000,000 5,000 500	National Union Fire Ins.	SRG9110447 Master Policy	10/28/12	10/28/13
WORKERS COMPENSATION & EMPLOYERS LIABILITY Named States: TX Employer's Liability Each Accident Disease - Policy Limit Disease - Each Employee Experience Modifier .85 * See Attached Rating Information	1,000,000 1,000,000 1,000,000	Texas Mutual Insurance Co.	TSF0001123230	10/28/12	10/28/13
ACCIDENT & HEALTH Full Excess Aggregate Limit Medical Expense Benefit Aggregate Accidental Death & Dismemberment Loss of Life Deductible - \$500.00 Benefit Period - 52 Weeks	None 100,000 10,000 10,000	Mutual of Omaha	T5MP096912	10/28/12	10/28/13
COMMERCIAL UMBRELLA LIABILITY Policy Aggregate Limit Each Occurrence Limit Retained Limit <u>Underlying Liability</u> Commercial General Liability Hired & Non-Owned Auto Liability Employers Liability A/M Liability Professional Liability	2,000,000 2,000,000 10,000	First Nonprofit Insurance		10/28/12	10/28/13

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SUMMARY OF INSURANCE

Prepared: 11/28/12

Page 4

For: West Austin Youth Association
 Courtney Houston
 P O Box 50198
 Austin, TX 78763-0198
 Phone: 512-473-2528

Frost Insurance
 3707 Richmond Ave.
 Houston, Texas 77046
 Phone: 713-388-1250

Coverage	Amount	Company	Policy No	Eff	Exp
DIRECTORS & OFFICERS LIABILITY WITH EMPLOYMENT PRACTICES LIABILITY Limit of Liability Per Loss 2,000,000 Aggregate 2,000,000 D&O Deductible Per Claim Insuring Agreement A 0 Insuring Agreement B & C 1,000 Employers Practices Liability Deductible per claim 2,500 Third Party EPL per claim 5,000		Travelers Ins.	105701410	10/28/12	10/28/13

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SUMMARY OF INSURANCE

Prepared: 11/28/12

Page 4

For: West Austin Youth Association
Courtney Houston
P O Box 50198
Austin, TX 78763-0198
Phone: 512-473-2528

Frost Insurance Agency
3707 Richmond Ave.
Houston, Texas 77046
Phone: 713-388-1250

Workers Compensation - Rating Information

Policy No. TSF0001123230

Address	Class Code	Classifications	# Emps	Remuneration	Rate
1312-1314 Exposition Blvd. Austin, TX	9063	YMCA & YWCA Institution		435,101	1.91
1104-1200 W Cesar Chavez Street Austin, TX	8810	Clerical Office EE		23,333	.36

This is only a summary of your insurance program. This summary does not alter terms of the policies. Read your policies for their full terms, conditions, and exclusions. All policy provisions will prevail.



EXHIBIT G

**SAMPLE REGISTRATION SUMMARY FORM
Youth Sports Organizations
Registration Summary Form**

Organization Name: _____
 Mailing Address: _____ Austin, Texas _____
 Physical Address: _____ Austin, Texas _____
 Website Address: _____

Board of Directors / Sponsoring Organization Officers (5 required)

Officers	Title	Address	Cell Phone	Email address

Program Information

Please list program name for sport (Major, Minor, Bantam, Midget, Senior, Junior, Shetland, Pinto, Mustang, Bronco, Pony, Colt, ASA, USSSA), as well as, Baseball, Basketball, Cheerleading, Football, Kickball, Lacrosse, Softball, Soccer, Tee Ball, Volleyball etc.

Program Name	Ages	Season	# of males	# of female	# of player	# of teams	# of vols.	# COA residents
		✓ check all that apply						
		<input type="checkbox"/> Spring <input type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Winter						
		<input type="checkbox"/> Spring <input type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Winter						
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		<input type="checkbox"/> Spring <input type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Winter						

Are any of these fields used for adult sports? YES NO
 If yes, please explain:

Do any other organizations use these fields? YES NO
 If yes, please explain:

EXHIBIT H

INSURANCE REQUIREMENTS

WAYA shall carry insurance in the types and amounts indicated below for the duration of the Agreement:

(1) **Property Insurance** on all WAYA owned/leased property being stored, maintained or used for this contract and/or at the premises as designated under this Agreement. The coverage shall be written for full replacement cost value on an all risk of loss basis.

(2) **Commercial General Liability Insurance** with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A & B. The policy shall contain the following provisions:

- (a) Blanket contractual liability coverage for liability assumed under this contract and all contracts relative to this project.
- (b) Completed Operations/Products Liability for the duration of the Warranty period.
- (c) Explosion, Collapse, and Underground (X, C, & U) coverage.
- (d) Independent Contractors coverage.
- (e) City of Austin listed as an additional insured, endorsement CG 2010.
- (f) 30 day notice of cancellation in favor of the City of Austin, endorsement CG 0205.
- (g) Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin, endorsement CG 2404.

(3) **Business Automobile Liability Insurance** for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation endorsement CA 0444
- (b) 30 day Notice of Cancellation endorsement CA 0244
- (c) Additional Insured endorsement CA 2048

Contractor and all subcontractors providing maintenance and/or construction services at the park shall carry insurance in the types and amounts indicated below for the duration of their Contract, which shall include items owned by the City in the care, custody and control of the Contractor prior to and during the construction and warranty period:

Specific Requirements for Contractors and Subcontractors

(1) **Workers' Compensation and Employers' Liability Insurance** coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and minimum policy limits for employers liability of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, form WC 420304
- (b) 30 day Notice of Cancellation, form WC 420601.

(2) **Commercial General Liability Insurance** with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following provisions:

- (a) Blanket contractual liability coverage for liability assumed under this contract and all contracts relative to this project.
- (b) Completed Operations/Products Liability for the duration of the Warranty period.
- (c) Explosion, Collapse, and Underground (X, C, & U) coverage.
- (d) Independent Contractors coverage.
- (e) City of Austin listed as an additional insured, endorsement CG 2010.
- (f) 30 day notice of cancellation in favor of the City of Austin, endorsement CG 0205.
- (g) Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin, endorsement CG 2404.

(3) **Business Automobile Liability Insurance** for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation endorsement CA 0444
- (b) 30 day Notice of Cancellation endorsement CA 0244
- (c) Additional Insured endorsement CA

(4) **Builders' Risk or Installation Insurance** shall be provided for building or renovation projects, Contractor shall maintain on an all risk physical loss form in the amount of the contract price for such improvements. Coverage shall continue until the project is accepted by the City. The City of Austin shall be a loss payee on the policy.

For contracts requiring the use of an architect, engineer or consultant, the following insurance requirement is added to those shown above:

(5) **Professional Liability Insurance** with a minimum limit of \$1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to all professional services provided in due course of the Work of this Contract. This policy shall include coverage with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the Design Consultant and their Subcontractors. The policy shall provide for 30 day notice of cancellation in favor of the City of Austin.

General Requirements (applies to WAYA and Contractors/Subcontractors)

Contractor must complete and forward a certificate of insurance to the City before the Contract is executed. The Contractor shall not commence work until he/she has obtained the required insurance and until such insurance has been reviewed by the City's Project Manager and Contract Administration Office. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

All insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

Contractor must submit certificates of insurance for all Subcontractors to the City prior to them commencing work on the project. Insurance shall be written by companies licensed to do business in the State of Texas and at a minimum with A.M. Best ratings of B+VII or better.

- (a) All endorsements naming the City of Austin such as additional insured, waivers, and notices of cancellation endorsements as well as the attached certificate shall indicate: City of Austin, Parks and Recreation Department, P.O. Box 1088, Austin, Texas 78767-8828.
- (b) Contractors and subcontractors insurance shall provide coverage for the City of Austin and WAYA as Additional Insureds, with a Waiver of Subrogation and Thirty Day Notice of Cancellation issued in favor of the City and WAYA

The "other" insurance clause shall not apply to the City where the City of Austin is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

If insurance policies are not written for amounts specified above, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

The City reserves the right to review the insurance requirements set forth during the effective period of this Parkland Improvement and Land Use Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

The Contractor shall be 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 attached.

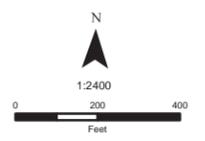
The Contractor shall provide the City 30 days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

If City-owned property is being transported or stored off-site by the Contractor, the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the City's property.

The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of the Contractor.

Exhibit 3

Water Exhibit



H22

Water Mains	Water Mains	Fittings	Operating Valves	Control Valves	Facilities
— In Service, City Maintained Main	— In Service, Private Maintained Main	○ Water Connector	⊕ Closed	● Auto Air Release Valve	🏠 Water Treatment Plant
--- Proposed for Aband., City Maintained Main	--- Proposed for Aband., Private Maintained Main	⊙ Water Plug	⊖ Open	● Combo Air Release Valve	🚰 Pump Station
— In Service, City Maintained Lead Line	— In Service, Private Maintained Lead Line	⊙ Water Reducer	⊗ Pressure Boundary Valve	⊙ Manual Air Release Valve	🏠 Booster Station
--- Proposed for Aband., City Maintained Lead Line	--- Proposed for Aband., Private Maintained Lead Line	⊙ Check Valve	⊗ Double Check Valve	⊙ Vacuum Release Valve	🏠 Reservoir
— Proposed, City Maintained Main	— Proposed, Private Maintained Main	⊙ Drain Manhole	⊗ Pressure Sustaining Valve	⊙ Drain Valve	🏠 Sampling Port
--- Proposed, City Maintained Lead Line	--- Proposed, Private Maintained Lead Line	⊙ Inspection Manhole	⊗ Pressure Reducing Valve	⊙ Flush Valve	🏠 Raw Water Intake
--- Abandoned, City Maintained Main	--- Abandoned, Private Maintained Main	⊙ Inspection Manhole with Valve	⊗ Material Change	⊙ Hydrant	🏠 Hydro Tank
		⊙ Water Flow Meter		⊙ Hydrant PRV	🏠 Water Well



City of Austin
 Water Distribution System
 Last Update:
 12/5/2014

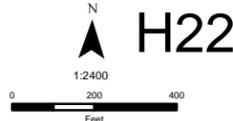
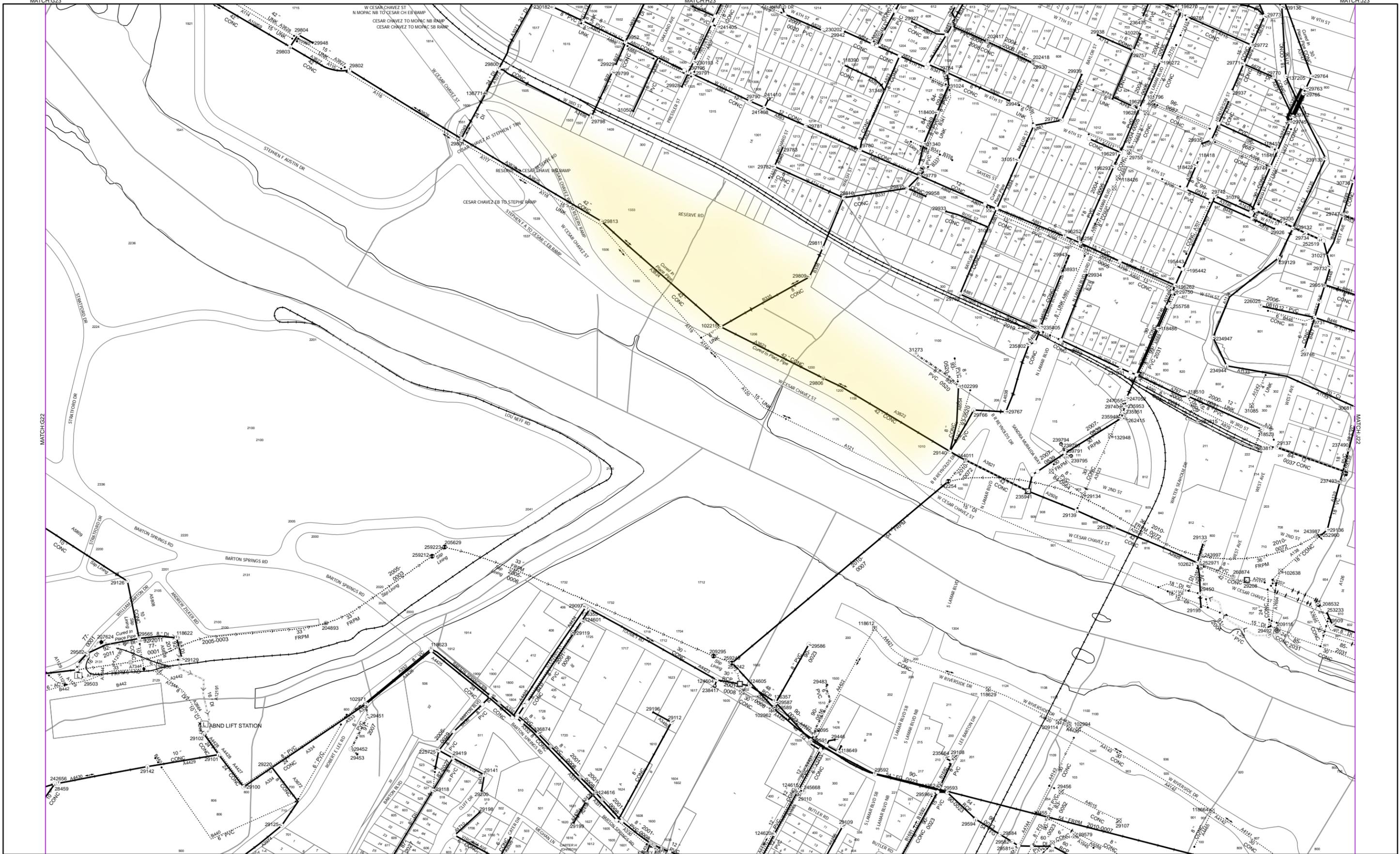
**LAMAR BEACH
 FEASIBILITY STUDY**

EXHIBIT 1 - WATER MAP
 PREPARED BY THE CITY OF AUSTIN GIS DEPARTMENT

PROJECT NO.: 14-811	Urban Design Group PC 3660 STONERIDGE ROAD SUITE E101 AUSTIN, TEXAS 78757 (512) 347-0040
DATE: 02-04-2015	

Exhibit 4

Wastewater Exhibit



Wastewater Mains		Sludge Lines	
	In Service, City Gravity Main		Abandoned
	Proposed for Aband., City Gravity Main		In Service
	In Service, City Force Main		Proposed for Abandonment
	Proposed for Aband., City Force Main		Disposal Pond
	In Service, City Overflow Main		Levee
	Proposed for Aband., City Overflow Main		Weir
	In Service, City Siphon Main		Grade Break
	Proposed for Aband., City Siphon Main		Project Separator

Manholes		Fittings	
	In Service, Private Gravity Main		In Service, Split
	Proposed for Aband., Private Gravity Main		Connector
	In Service, Private Force Main		End of Line
	Proposed for Aband., Private Force Main		Reducer
	In Service, Private Overflow Main		Discharge Point
	Proposed for Aband., Private Overflow Main		Re-proposed Manhole
	In Service, Private Siphon Main		In Service, Mini
	Proposed for Aband., Private Siphon Main		Proposed, Mini
	Abandoned, Private Main		In Service, Cleanout
	Abandoned, City Main		Proposed, Cleanout

Facilities	
	Alternative Pump
	Discharge Outfall
	Grinder Pump
	Recycle Tank
	Sump Pump
	Wastewater Treatment Plant
	Lift Station



City of Austin
Wastewater Collection System

Last Update:
 11/7/2014

LAMAR BEACH
FEASIBILITY STUDY
 EXHIBIT 2 - WASTEWATER MAP
 PREPARED BY THE CITY OF AUSTIN GIS DEPARTMENT

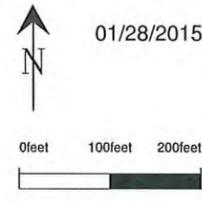
PROJECT NO: 14-811
 DATE: 02-04-2015

UDG Urban Design Group PC
 3600 STONEMIDGE ROAD, SUITE E101
 AUSTIN, TEXAS 78757
 (512) 347-0040

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the Austin Water Utility for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

Exhibit 5

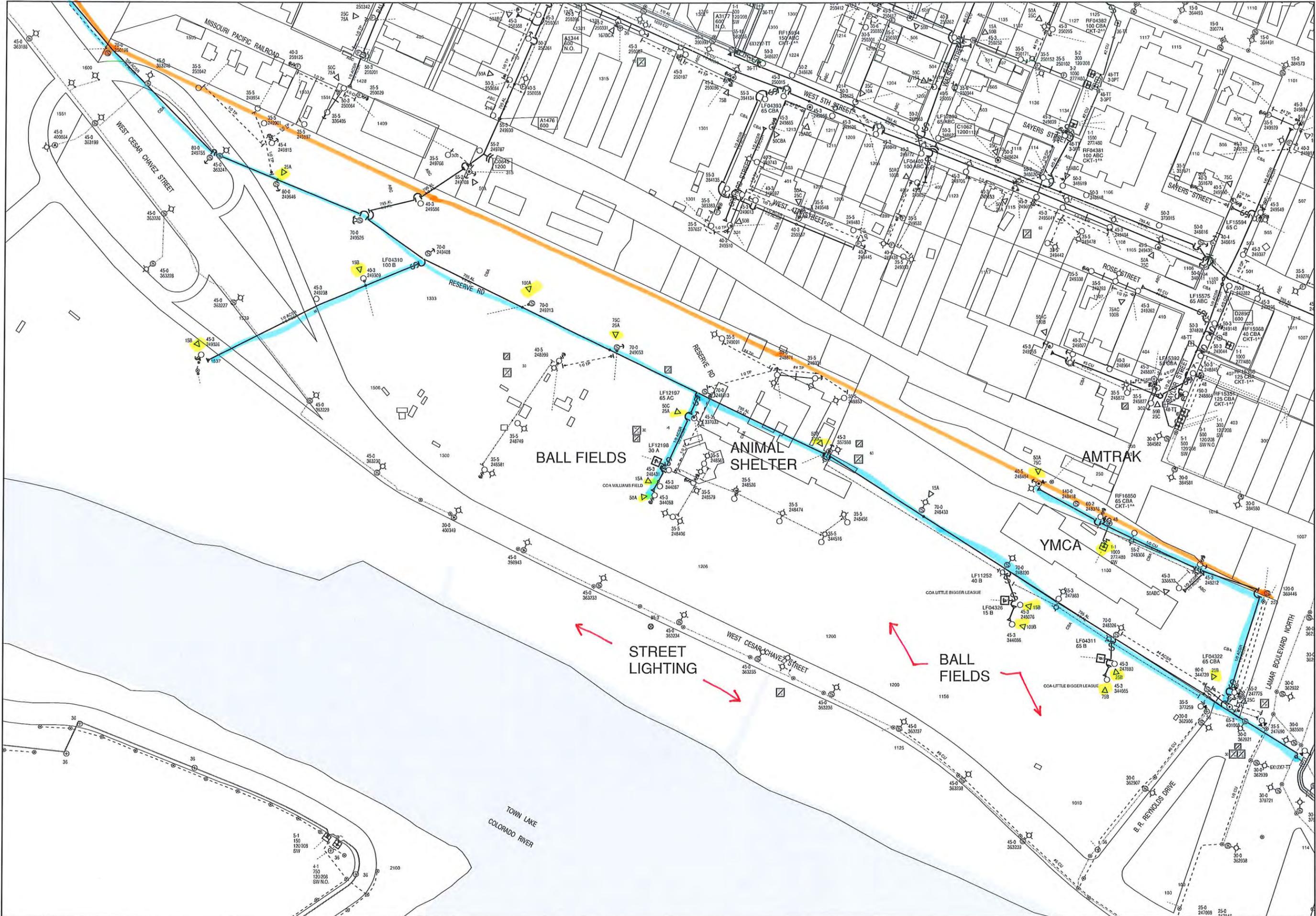
Electric Exhibit



Lamar Beach

Distribution System

- Segments
 - US Cable - Primary
 - US Cable - Secondary
 - US Cable - Service
 - OH Wire - Primary
 - OH Wire - Secondary
 - OH Wire - Service
 - OH Wire - Stranded
- Equipment
 - Isolating Equipment - Line Fuse - LFxxxx
 - Isolating Equipment - Ring Fuse - RFxxxx
 - Isolating Equipment - Switch Fuse - SFxxxx
 - Isolating Equipment - Switch Relay - SRxxxx
 - Isolating Equipment - Disconnect - DXxxxx
 - Isolating Equipment - Air Switch - AXxxxx
 - Isolating Equipment - Remote Air Switch - RAXxxxx
 - Isolating Equipment - Recloser - REXxxxx
 - Isolating Equipment - Sectionalizer - SCxxxx
 - Isolating Equipment - Open Point
 - Power Transformer - Overhead
 - Power Transformer - Underground - Padmount
 - Power Transformer - Underground - Submersible
 - Power Transformer - Primary Source Location
 - Power Transformer - Secondary Load Location
 - Pressure Equipment - Fault Indicator
 - Regulating Equipment - Capacitor - CXxxxx
 - Regulating Equipment - Regulator - VVxxxx
 - Light - Secondary Location
 - Relay - Breaker Panel
 - Relay - Contactor
 - Relay - M-V-Mals
 - Relay - Oil Switch
 - Relay - Phase-Block
 - Relay - Time Switch
 - Primary Meter
 - Energy Source - Solar
 - Energy Source - Gas
 - Energy Source - Unknown
- Distribution Structures
 - Pole - Wood
 - Pole - Steel
 - Pole - Aluminum
 - Pole - Fiberglass
 - Pole - Concrete
 - Pole - Foreign Material
 - Guy - Steel Guy
 - Guy - Edmark Guy
 - Guy - Steel Guy
 - Guy - Push Brace
 - Guy - Span Guy
- Manhole
- Pit - Box - Traffic Type
- Secondary Bus Enclosure
- Panel
- Switchgear - Vents
- Vault Entry



STREET LIGHTING

BALL FIELDS

This map has been produced by Austin Energy for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Exhibit 6
Old West Austin
Neighborhood Plan

Old West Austin Combined Neighborhood Plan

PLAN ADOPTED: June 29, 2000

This Neighborhood Plan has been amended by City Council. These amendments may include text changes or Future Land Use Map (FLUM) changes. Please refer to the Ordinance Chart on the planning area webpage for more information on amendments. Planning and Development Review staff updates the Ordinance Chart on a regular basis; however, newly adopted amendments may not be reflected on the chart.



Old West Austin



Neighborhood Plan

City of Austin

Planning, Environmental and Conservation Services Department

For more information, contact:

Steve Barney, City of Austin Neighborhood Planning, 499-6389

Mark Stine, Old West Austin Neighborhood, 472-4113



The Old West Austin Neighborhood Plan

**An amendment to the
City of Austin's Comprehensive Plan**

The Austin Tomorrow Comprehensive Plan
Chapter 5
Section 5-6
Exhibit A

June 29, 2000



CITY COUNCIL

Kirk Watson
Mayor

Jackie Goodman
Mayor Pro Tem

COUNCIL MEMBERS

Raul Alvarez
Beverly Griffith
Daryl Slusher
Danny Thomas
Will Wynn

CITY MANAGER

Jesus Garza

ASSISTANT CITY MANAGER

Jim Smith

PLANNING, ENVIRONMENTAL & CONSERVATION SERVICES DEPARTMENT

Austan S. Librach, Director

Acknowledgements

The following individuals contributed their ideas, time, and efforts to the neighborhood plan:

Karen Akins
Sam Archer
Patricia Bauer-Slate
German Claros
Jim Cousar
Clemmie Cummins
Mike Dahmus
Rob Dickson
Mark Ferrari
Steve Frantz
Ina Glen
Royce Gourley
Whit Hanks
Kevin Hunter
Linda Lessner
Jack Levin
Marcia Lucas
Steven Moore
Laura Morrison

Phil Morrison
Tere O'Connell
Chip Orr
Traci Orr
Stella Powell
Mike Quirk
Megan Rankin
Tony Rankin
Sasha Rasco
Paul Seals
Sheril Smith
David Smith
Bill Snell
Mark Stine (planning team chair)
Dave Sullivan
Frederika Tausch
Veryan Thompson
Evan Williams
Denise Younger

The Neighborhood Planning Team would also like to thank everyone in the neighborhood who came to an Open House or returned a survey.



Mark Stine (center), Chair of the Neighborhood Planning Team during the development of the plan, talks with Patricia and Joseph Bauer-Slate at the Open House at Mathews Elementary.

Special Acknowledgements

Meeting Space: The Neighborhood Planning Team would like to give special thanks to the individuals and institutions that were willing to provide meeting space to the Neighborhood Planning Team for team meetings and community meetings held during the planning process:

Ina Glen, Infant – Parent Program

Patricia Bauer-Slate, Sweetish Hill Bakery

St. Luke's United Methodist Church

The Stine Family

Mathews Elementary

The following City of Austin staff members from the Planning, Environmental, and Conservation Services Department assisted in the completion of the Old West Austin Neighborhood Plan:

Austan S. Librach, P.E., AICP, Director

Carol Barrett, FAICP, Planning Manager
Robert Heil, Principal Planner
Steve Barney, Senior Planner, Lead Staff Planner
Cecilia Williams, Senior Planner, Back-up Staff Planner
Jana McCann, Urban Design Officer
Cecilia Williams, Senior Planner
Pollyanne Melton, Urban Designer
Melodye Foust, Senior Administrative Specialist
Mario Flores, Neighborhood Planner
Carol To, Urban Design Intern
Tura Campanella-Cook, Senior Planner
Sue Karczewski, Senior Planner
Steven Rossiter, Neighborhood Planner
Mark Walters, Senior Planner
Meghan Wieters, Senior Planner
Ryan Robinson, City Demographer
Michael Poer, Principal Planner, GIS/Land Use Studies
Paul Frank, Senior GIS/Land Use Planner
Laura Watkins, GIS/Land Use Planner

In addition to the staff listed here, numerous other City staff from several departments provided comments, suggestions, and cost estimates which were very helpful to the Old West Austin Neighborhood Planning Team and to the City's Neighborhood Planning staff. Their input and support are greatly appreciated.

For more information about the Neighborhood Planning process, contact the City of Austin Neighborhood Planning Office:

Neighborhood Planning
City of Austin
P.O. Box 1088
Austin, Texas 78767
Phone: (512) 499-2648
Fax: (512) 499-6525

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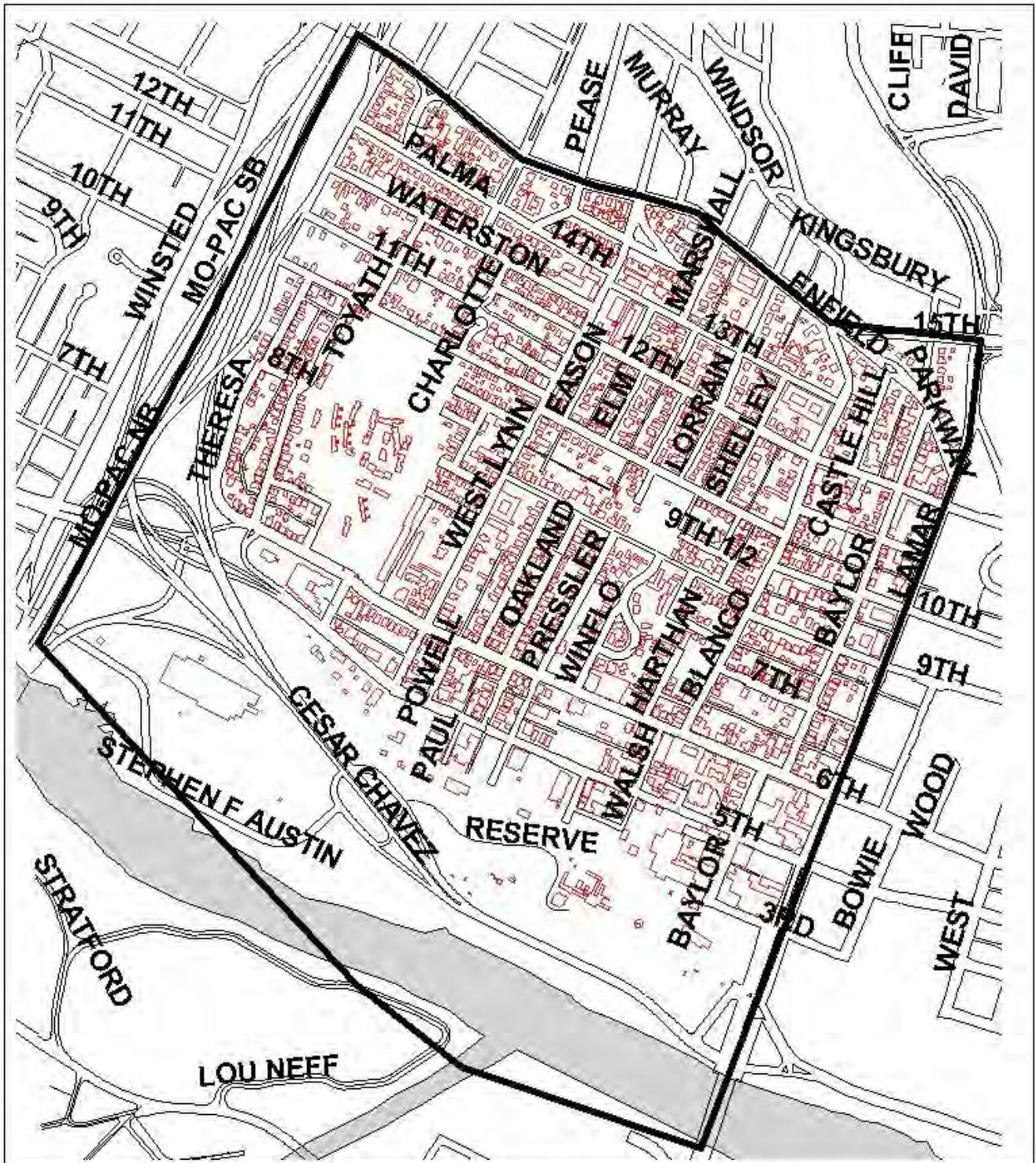
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C. PARKS, RECREATION, AND GREEN SPACE	45
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Old West Austin Neighborhood
 Planning Area
 Base Map

PEC80
 Neighborhood Planning
 June 2000

-  Building Footprints (1997)
-  Neighborhood Planning Area Boundary
-  Streets

Chapter I. Executive Summary

The Old West Austin Neighborhood Planning Team (composed of neighborhood residents, property owners, and business owners) worked with City staff from May 1999 – June 2000 to develop a neighborhood plan to address land use and zoning, transportation, parks and greenspaces, and historic preservation / urban design. The plan contains broad goals and objectives, as well as particular actions to achieve those goals. The following provides a brief description of the Old West Austin Neighborhood, the Neighborhood Planning process, and the goals of the Old West Austin Neighborhood Plan.

The Old West Austin Neighborhood

The Old West Austin Neighborhood is located in West Austin, west of Lamar Boulevard, east of the MoPac Expressway, north of Town Lake, and south of Enfield Road. (See page **XXXX** for a map of the planning area.)

Old West Austin is one of the City's oldest neighborhoods. It contains a number of houses that are more than 100 years old, some of which are designated historic landmarks. The neighborhood also includes the Clarksville National Register Historic District, whose boundaries are shown on page **XXXX**.

Commercial and office uses are concentrated on Lamar, 5th Street, 6th Street, and West Lynn. The West Lynn area between 10th and 13th Streets is home to a number of businesses such as Nau's Drugstore to which many residents often walk. A few existing industrial uses are located between 5th and 6th Streets. Some residential structures are now used as offices, especially on 5th Street, 6th Street, and Baylor.

Other neighborhood landmarks include the Union Pacific Railroad, the Town Lake Animal Center, a section of the Town Lake Park, Austin High School, YMCA, a section of the Johnson Creek Greenbelt, Mathews Elementary, and the former Texas Military Institute (now known as simply as "the Castle").

Neighborhood Planning Process

The Old West Austin Neighborhood Plan followed a process first outlined by the Ad Hoc Neighborhood Planning Committee in 1996. City Council endorsed this approach for neighborhood planning in a 1997 resolution. On October 22, 1998, City Council selected the Old West Austin Neighborhood to receive full staff support to develop a neighborhood plan. The neighborhood signed a Memorandum of Understanding with the City of Austin on June 14, 1999 to begin the planning process.

The Old West Austin neighborhood established a diverse Neighborhood Planning Team that included homeowners, renters, businesses, developers, and non-profit organizations. The Neighborhood Planning Team posted flyers in the neighborhood to advertise the planning process and to invite people to get involved, and also put information on the planning process in the Old West Austin Neighborhood Association newsletter. Meetings were held twice monthly.

During the planning process, the Old West Austin Neighborhood Planning Team, assisted by the City's Neighborhood Planning staff, gathered information and solicited input through a variety of means. Community outreach involved a Neighborhood Planning Open House for area businesses; surveying the neighborhood residents, businesses and property owners; forming committees to assist in writing the plan; holding a Neighborhood Planning Workshop to solicit additional ideas; and providing an opportunity for all stakeholders to vote on the plan.

Final plan recommendations were the result of the neighborhood's input through the survey, regular meetings, committee meetings, and community meetings. Ninety-four percent of the residents, businesses, and property owners responding to the ballot, approved the final plan recommendations in a neighborhood referendum. City Departments and Planning Commission also reviewed these recommendations. The Austin City Council adopted the Old West Austin Neighborhood Plan by ordinance as an amendment to the City of Austin's Comprehensive Plan on June 29, 2000.

Old West Austin Neighborhood Vision

The Old West Austin Neighborhood Planning Team seeks to **maintain the neighborhood's diversity** of residents, incomes, and housing types. The neighborhood began with the historic Black settlement of the Clarksville area, followed by subsequent Anglo and Hispanic groups. The University of Texas Gateway Apartments houses a large foreign community of graduate students and their families, representing dozens of countries and cultures. A significant number of young newcomers populate the neighborhood, while many other neighborhoods have been residents for many decades. This diversity is crucial to the neighborhood.

Maintaining diversity will mean finding ways to **promote construction of moderately-priced housing**. To this end, the Neighborhood Planning Team recommends allowing compatible infill development within the neighborhood (new garage apartments and second units, and the use of existing small lots). Also, the Old West Austin Neighborhood Planning Team looks forward to working with developers and with the City's Neighborhood Housing and Community Development Office to promote inclusion of SMART Housing units (Safe, Moderately Priced, Accessible, Mixed-income, and Transit-oriented) in new developments.

This area's residents value its neighborhood-oriented shops, and would like to see this pattern continue. The Old West Austin Neighborhood Planning Team **promotes a mix of residential and commercial development** south of 6th Street, along Lamar and West Lynn. At the same time, the Neighborhood Planning Team wants to limit commercial intrusions into the residential core of the neighborhood.

Of equal importance is **preserving the livability of the neighborhood**. Old West Austin is a traditional mixed-use residential neighborhood with high pedestrian traffic to neighborhood-oriented businesses as well as to parks and open space. The neighborhood plan contains actions to increase pedestrian and bicycle safety, improve mobility, create more attractive streets, and provide adequate parking. It also recommends park and greenspace improvements.

Finally, the planning team also seeks to **protect and enhance the unique historic identity of Old West Austin**. Many of the neighborhood's structures were built at or before the turn of the century. While some of these buildings are designated historic landmarks, many potentially historic buildings are unprotected. The Neighborhood Planning Team would like to encourage the preservation of the neighborhood's older buildings, as well as the construction of new buildings and additions that respect the prevailing character of the neighborhood.

Neighborhood Plan Goals

The Old West Austin Neighborhood Plan includes the following thirteen goals:

- 1.** Encourage mixed uses.
- 2.** Protect the character of the neighborhood.
- 3.** Maintain social and economic diversity of residents.
- 4.** Provide safe movement for all modes throughout neighborhood.
- 5.** Accessibility - provide access to, from, and through the neighborhood for all residents.
- 6.** Circulation - allow neighborhood streets to function for circulation, while calming cut-through traffic.
- 7.** Mobility - provide for movement of through traffic into and out of downtown.
- 8.** Aesthetics – create attractive, pedestrian-friendly public spaces in the neighborhood.
- 9.** Provide adequate parking for neighborhood's residents and businesses.
- 10.** Reduce traffic noise.
- 11.** Improve existing parks and increase recreational amenities in the neighborhood.
- 12.** Preserve and improve green space.
- 13.** Preserve and enhance the unique historic identity of the neighborhood.

The Neighborhood Plan details the objectives that support these general goals and specific action items to implement these goals and objectives. The successful adoption and implementation of this plan will help ensure that the Old West Austin neighborhood is a strong neighborhood that provides a variety of housing and shopping, is pedestrian friendly, and where its families can feel safe and proud of their neighborhood.

Critical Development Issues

Prior to beginning the formal neighborhood planning process, the Old West Austin Neighborhood Planning Team identified several critical development issues that threatened the neighborhood and served as the starting point for developing their neighborhood plan.

Zoning and land use issues. Commercial intrusion into the residential areas of the neighborhood is a concern. Zoning enforcement of businesses in residential areas operating in violation of the Home Occupation Ordinance is also an issue. In developing the plan, the neighborhood sought to develop appropriate infill standards to protect the residential and historical character of the neighborhood.

Transportation issues. Cut through traffic and speeding traffic within the neighborhood have been issues (these problems were addressed separately by the Traffic Calming Program of the Public Works and Transportation Department, which selected Old West Austin as a Traffic Calming Area). Development projects planned at the 5th/6th and Lamar area could bring more traffic into the neighborhood. Most of the neighborhood's streets lack sidewalks on one or both sides. The planning team was also interested in establishing better bicycle connections within the neighborhood.

Parks and Greenspace issues. The neighborhood is well-served by parks and greenspaces, but would like to see these areas improved.

Historic Preservation issues. The neighborhood's historic buildings are threatened by demolition and by out-of-character renovations. The neighborhood wants to work with property owners to protect the neighborhood's historic resources.

History of the Old West Austin Neighborhood¹

The Old West Austin Neighborhood can look back to the mid-nineteenth century for examples of its residential character and variety. The 320-acre land grant which eventually became the Enfield area was assigned to D.S. Parrish on April 5, 1841 by the Republic of Texas under the administration of Mirabeau B. Lamar. In 1859 Governor Elisha Pease bought the estate and its accompanying residence at 6 Niles Road for \$15,000. In 1916, when Governor Pease's descendants began subdividing his estate, they named the new neighborhood "Enfield" in honor of the former governor's Connecticut hometown.

Advertisers and realtors of the day said, "Better Babies, Better Homes, Better Move to Enfield." In similar booster rhetoric, Enfield was described as "the Place Beautiful" with "no dust, yet the summer breezes sweeping up the gorge of Pease Park from the south and east, making this the coolest place in summer. Here one is removed from the noises of the City, yet a ten minute walk or three minute drive brings him to the City's business district." Decades later, today's residents point to similar advantages, even if it is in different language.

Another story can be found along the western border of this historically rich neighborhood. Clarksville, the first Black freedomtown west of the Mississippi River, lies from Tenth Street to the south side of Waterston and from the west side of West Lynn to the MoPac right of way. The origin of the Black settlement dates back to 1865 when Governor Pease granted several of his slaves a portion of land for "good and faithful service." The residents date their settlement from 1871 when a freedman named Charles Clark purchased two acres of land from General N.J. Shelley, in hopes of starting a community for freed slaves.

Over the years Clarksville grew into a nicely sized, quietly cozy, and closely-knit neighborhood. In the last three decades that neighborhood, like the Enfield area to the north and other turn-of-the-century subdivisions of West Austin, has undergone several changes in its landscape and demography. These changes have been a result of both "outside" interest in the neighborhood and renewed concern by longtime residents. The most significant change was the expansion of the MoPac

Enfield and Clarksville are but two examples of the evolution, variety, and heritage of Old West Austin. The Raymond Plateau, which stretches from Town Lake north to 7th Street and from Lamar Boulevard west to Blanco, was first subdivided in 1885. The Silliman Addition, between Blanco and Lamar on the west and east respectively and from 9th north to 12th Street, was platted in 1895. Duval Heights, in the eastern part of the neighborhood, and Westridge, in Clarksville to the west, came into being in 1909 and 1910. The Enfield subdivision began in 1916. Relatively "young" subdivisions within the neighborhood such as Terrace Park, Shelley Heights, and Pressler are of 1935 vintage but "old" compared to most of Austin's areas.

¹ Adapted from the 1983 Old West Austin Neighborhood Plan Preliminary Draft.

Some Historic Buildings and Sites in the Old West Austin Neighborhood

In 1876 the International and Great Northern Railroad came to Austin. In 1956 it became the Missouri and Pacific Railroad and its tracks are still in use today by Amtrak Passenger trains and by cargo trains. In its past, the railroad offered the people of Austin links to cities such as Chicago, Louisville, Washington and New York. All the 'modern' improvements of the time such as Pullman Sleeper cars and travel "without change of cars".

If one wasn't travelling, the social centers of Austin often were in the Beer Gardens. Paul Pressler owned one of the first of the famous beer gardens. In operation prior to 1897, Pressler Beer Garden was located near present day West Sixth street and Pressler meet. It was built in connection with the Pressler brewery and boasted a bandstand and shade trees and stretched all the way to the river.



Near present day 5th and Lamar is Tips Engine Works. It was founded in 1899 and moved to its present location in 1909. For many years Tips supplied engines, gas meter covers, structural support beams for downtown buildings such as the Driskill Hotel, the city library at 9th and Guadalupe (now the history center).



In 1889, the Texas Confederate Home for Men was established where the present day University Housing is located on West Sixth. After the Civil War, the Union Soldiers were provided pensions and care, but the Confederate Soldiers were left to fend for themselves. Through a large community effort, the John B. Hood Camp of Veterans in conjunction with the Albert Sidney Johnston Chapter of the Daughters of the Confederacy raised funds that enabled them to build several brick cottages for Confederated soldiers. Capt. Ben McCullough was superintended of the home around 1912 and lived there with his wife who was the widow of

R.C. Barton. Mrs. McCullough's granddaughter remembers visiting the home and being fascinated by the wires that existed between the dining room and the cabins. These wires allowed the blind veterans to hook their walking canes on them and safely navigate around the grounds. In 1920 Hobby Memorial Hospital was completed and with dwindling numbers of Veterans in residence, the 48th Legislature decided that it was appropriate to transfer mental patients to the Confederate Home.

Mathews Elementary was built in 1915 and named after a former school board member W.J. Mathews. By June of 1917, Mathews had 190 students and 5 teachers. In the spring of 2000 the school became part of the National Registry of historic sites.



Clarksville was settled in 1871 by Charles Clark. The land was originally part of the Pease Estate and it was sold or given to Clark after Emancipation. By 1875 resident Elias Mays was representing the African-American community in the legislature to ensure that they continued to have the rights given them after the war. The Sweet Home Missionary Baptist Church was first built in 1882 and the present home of the church was built in 1935. Clarksville became a Texas Historical site in 1973.



West Austin Park was the original site of the Clarksville Jazz Festival (now held in Pease Park). And the park has long been a place for the residents of the neighborhood to swim or enjoy a nice day in the park.



Flower Hill, was built in 1877 by Richard Kelly Smoot, pastor of the First Southern Presbyterian Church from 1876 until his death in 1905. He designed the house himself and used his study as a classroom for the Austin School of Theology. He trained 44 ministers before closing the school in 1895. Legend has it the William Sydney Porter (O Henry) and Athol Estes were married by Smoot at his house in 1887. In recent years, Miss Jane Smoot has resided in the house built by her grandfather. She has donated the mansion to the

Heritage Society of Austin. The house, built of handmade bricks, has fourteen rooms, four hallways, four porches, seven fireplaces, two bathrooms, and a cellar on its ten acre grounds.

A moonlight tower still stands at 12th and Blanco . They have been in operation for over 100 years. They have only been turned off twice during that time. Once in 1905 the towers were off for a week due to a dispute between the city council and the water and light commission. The second was in 1973 during the energy crisis.

Many of the neighborhood's historic homes been demolished. Two are shown here.

910 West 6th Street, now demolished.



Walter Caldwell Home, 1009 W. 6th Street. Photo taken 1903. Now demolished.



Existing Conditions

The Old West Austin Neighborhood contains single family residential as well as a variety of multi-family, office, commercial and industrial uses. The dominant land use in the neighborhood is residential, with approximately 36% of the total land use identified as single-family residential. Most homes in the area were constructed 60 to 90 years ago and the majority of the single-family lots are at least 5,750 square feet in size. The neighborhood is also home to 13 apartment complexes with 20 or more units, and 19 apartment complexes with 10-19 units. The neighborhood also includes three principal commercial corridors - Lamar Boulevard, 5th Street, 6th Street, and a few industrial uses located south of 5th Street. The neighborhood is almost completely built out with approximately 2% of the land identified as undeveloped.

LAND USE	ACRES	PERCENTAGE
Single-family	150	36%
Multi-family	72	17%
Commercial	38	9%
Office	24	6%
Undeveloped	7	2%
Industrial	14	3%
Civic / Educational	16	4%
Open Space	95	23%
Total	416	100%

Table 1: Old West Austin Neighborhood Land Use Breakdown (excluding roads)

In 1990, there were approximately 2607 housing units accommodating the neighborhood's 4569 residents. Renter occupancy was 73% of the total occupied housing, significantly higher than the overall City of Austin percentage of 59%.

1990 HOUSING OCCUPANCY STATUS				
	Old West Austin		Austin - Citywide	
HOUSING OCCUPANCY	# of units	% of total units	# of units	% of total units
Occupied	2379	91%	192,148	89%
Vacant	228	9%	24,906	11%
TENURE	# of units	% of total units	# of units	% of total units
Owner occupied	469	18%	77,794	41%
Renter Occupied	1910	73%	94,174	59%
TOTAL HOUSING UNITS	2607		217,054	
TOTAL HOUSEHOLDS	2314		192,148	
PERSONS PER HOUSEHOLD	1.97		2.33	

Table 2: Housing Occupancy (1990 U.S. Census)

Old West Austin - 1990 Neighborhood Ethnicity			
	Neighborhood		Austin
Anglo	3480	76%	62%
Hispanic	581	13%	23%
African American	130	3%	12%
Asian or Pacific Islander	354	8%	3%
Other / Multiple Ethnicities	24	1%	1%
Total Persons	4569		465,622

Table 3: Neighborhood Ethnicity (1990 U.S. Census)

Old West Austin - 2000 Neighborhood Ethnicity			
	Neighborhood		Austin
Anglo	3276	75%	53%
Hispanic	501	12%	31%
African American	134	3%	10%
Asian or Pacific Islander	345	8%	5%
Other / Multiple Ethnicities	24	1%	2%
Total Persons	4348		656,562

Table 4: Neighborhood Ethnicity (2000 U.S. Census)

Top Ten Neighborhood Planning Priorities

Although the neighborhood would like to see all parts of the plan implemented, certain issues are considered to be of greater importance. The Old West Austin Neighborhood Planning Team has identified some of the issues of highest priority to the neighborhood. The following elements of the plan are Old West Austin's Top Ten Neighborhood Priorities:

1. Encourage mixed uses by applying the special use "Mixed Use Building" to commercial areas of the neighborhood, as specified in the plan. Allow garage apartments and "Small Lot Amnesty."
2. Construct requested sidewalks. Identify missing ADA ramps on other neighborhood streets and work with ADAPT and Public Works to prioritize for future installation.
3. Support property owners' pursuit of local historic districts (especially Clarksville and W. 6th.)
4. Extend hours for wading pools in West Austin Park and Mary Baylor (Clarksville) Park.
5. Install stoplights on W. 5th and 6th Streets.
6. Establish safe route to Austin High School and to Town Lake by restoring old Union Pacific Underpass or building new underpass at Pressler.
7. Have a zoning inspector available to spend up to 8 hours per week in the neighborhood.
8. Develop recommended (voluntary) design standards for new construction or remodeling in the neighborhood.
9. In the space presently occupied by the skate park at West Austin Park, establish a children's sand area and a community garden (or xeriscape garden).
10. Remodel lighting in West Austin Park to reduce glare.

The Old West Austin Neighborhood will come under pressure to change as the city itself undergoes tremendous change. Because of this fact, basic decisions about the neighborhood must be made and planning based on those decisions must be put into place. To not do anything, because we like the neighborhood the way it is, is not a viable option.

A. LAND USE / ZONING

The neighborhood planning team has identified "neighborhood-friendly" commercial areas where office, retail, and residences can be mixed vertically and horizontally. These areas include West 5th and 6th Streets between Lamar and Mopac, Lamar Boulevard between Town Lake and Enfield, and those properties that already have commercial zoning on the central commercial service corridor on West Lynn from 10th to 13th Streets ("Downtown Clarksville").

For decades, the Old West Austin Neighborhood has resisted intense pressure to change existing residential properties to commercial use. Despite these efforts, a significant loss in residential use has occurred. The goal of the Neighborhood Planning Team is to protect existing residential property and encourage the development of new residential property by supporting mixed-use development in certain areas of the neighborhood. The development of commercial properties under the banner of mixed use with token residential space, such as penthouses, is not supported by the plan. A goal of the neighborhood plan is at least three square feet of residential space for every new square foot of commercial space.

Neighborhood-oriented commercial uses with modest parking requirements are preferred. The planning team has identified types of uses that should be: permitted, not permitted, and conditionally permitted in CS, CS-1 and LI zoning in the neighborhood. Development of buildings with a mix of office and residential can result in complementary parking. Retail can be included in certain areas as parking allows.

Goal 1 - Encourage Mixed Uses

Obj. 1.1 – Allow mixed uses in selected areas, as follows:

- Action 1: Apply the Neighborhood Plan Combining District special use category "Neighborhood Mixed Use Building" and the Mixed Use Combining District to all properties between the Union Pacific Railroad and the center line of 5th Street, to encourage the conversion of this land to a mix of residential and other uses. The neighborhood will encourage developers to include residences of an appropriate size for families with children. Mixed-use development would be permitted but not required. (City Action Item: DRID).

- Action 2: Apply the Neighborhood Plan Combining District special use category “Neighborhood Mixed Use Building” and the Mixed Use Combining District to all properties zoned CS, CS-1, or LI from the north side of 6th Street to the center line of 5th Street. (City Action Item: DRID).
- Action 3: Allow mixed use development on the west side of Lamar Blvd. between 3rd and Enfield. Apply the Neighborhood Plan Combining District special use category “Neighborhood Mixed Use Building” and the Mixed Use Combining District to all lots on Lamar zoned CS, CS-1, or LI. The neighborhood plan discourages variances for this area, especially considering compatibility with nearby residences. Establish a height limit of 40’ for properties on Lamar between the north side of 6th Street and Parkway. (City Action Item: DRID).
- Action 4: Allow addition of residential (mixed-use development) on West Lynn from 10th Street to 13th Street on properties that already have both commercial zoning and a commercial use, by applying the Neighborhood Plan Combining District special use category “Neighborhood Mixed Use Building” and the Mixed Use Combining District. Preserve residential uses and SF-3 zoning on the west side of Eason Street, which shares lots with West Lynn. In order to preserve the existing residential housing stock in the neighborhood, no rezonings from residential to commercial are recommended for West Lynn. To develop commercial structures that are compatible with the residential character of the neighborhood, building height will be limited to 40’ and three stories for commercially zoned properties on West Lynn from 10th Street to 13th Street. (City Action Item: DRID)

Goal 2 - Protect the Character of the Neighborhood

Obj 2.1 – Encourage commercial uses that support the neighborhood.

- Action 5: Establish zoning overlay for LI, CS, and CS-1 zoning in neighborhood as follows: (City Action Item: DRID / PECSD)

Limited Industrial (LI):

LI Conditional Uses

Automotive Rentals
 Automotive Repair Services
 Automotive Sales
 Automotive Washing (of any type)
 Construction Sales and Service
 Convenience Storage
 Equipment Repair Services

Equipment Sales
Laundry Services
Maintenance and Service Facilities
Service Station
LI Prohibited Uses
Basic Industry
Drop-off Recycling Collection Facilities
Exterminating Services
General Warehousing and Distribution
Kennels
Limited Warehousing and Distribution
Recycling Center
Resource Extraction
Vehicle Storage
Scrap and Salvage

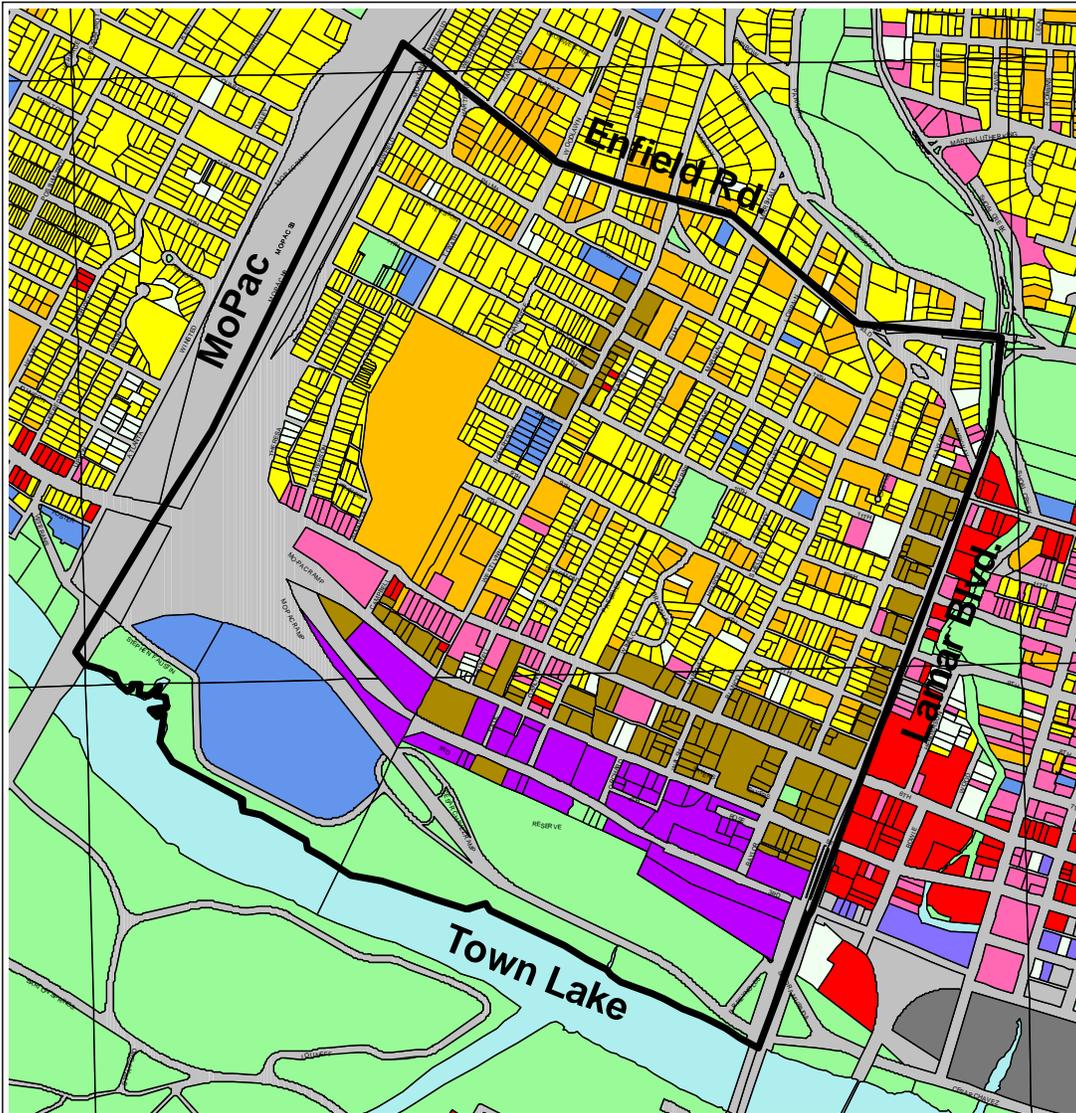
Commercial Services (CS):

CS Conditional Uses

Automotive Rentals
Automotive Repair Services
Automotive Sales
Automotive Washing (of any type)
Commercial Blood Plasma Center
Construction Sales and Service
Convenience Storage
Equipment Repair Services
Equipment Sales
Guidance Services
Laundry Services
Maintenance and Service Facilities
Residential Treatment
Service Station

CS Prohibited Uses

Drop-off Recycling Collection Facilities
Exterminating Services
Kennels
Adult Oriented Businesses (varies)
Adult Lounge (CS-1 only)



Old West Austin Neighborhood Plan Proposed Land Use and Zoning Changes

DRAFT - 5/01/00

City of Austin
Planning, Environmental and
Conservation Services Department
Neighborhood Planning

Change from Commercial Services (CS or CS-1) to Mixed Use: Mix of residential with commercial and/or office. Would apply to lots currently zoned CS or CS-1. Lots would retain base zoning, but some commercial uses would be restricted using a Conditional Overlay. See plan text for details. Mixed use development would be permitted, but not required.

Change from Light Industrial (LI) to Mixed Use: Mix of residential with commercial and/or office. Would apply to lots currently zoned LI. Lots would retain base zoning, but some commercial and industrial uses would be restricted using a Conditional Overlay. See plan text for details. Mixed use development would be permitted, but not required. Owners of these properties who seek rezoning to WLO, CS-CO, or MIF in the future will have the support of the neighborhood plan.

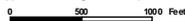
Existing Land Use:

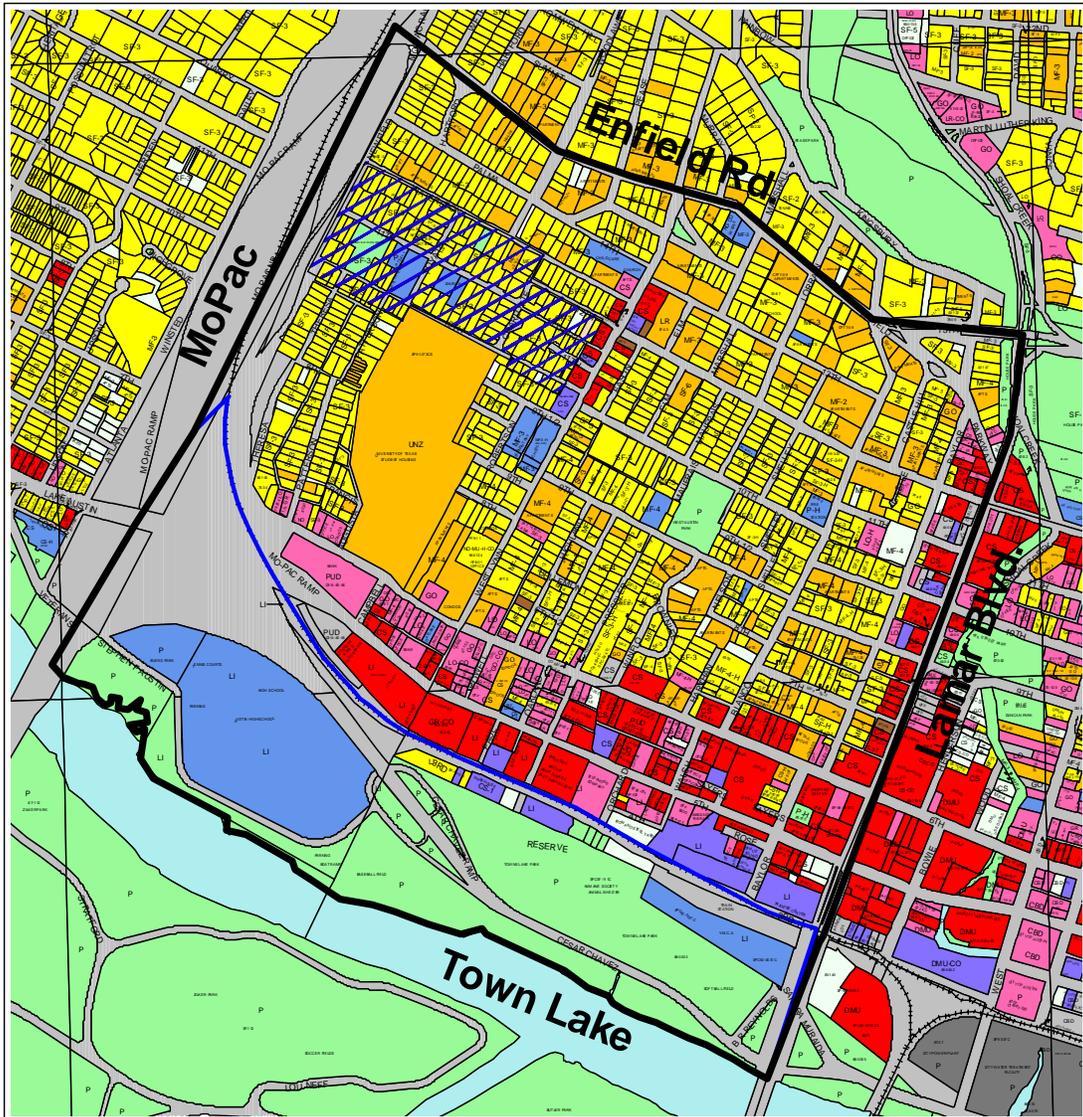
50	Large Lot Single-family
100	Single-family
113	Mobile Homes
200	Multi-family
300	Commercial
400	Office
500	Industry
560	Mining
600	Civic
700	Open Space
800	Transportation
870	Utilities
900	Undeveloped
940	Water
999	Unknown

No zoning changes proposed for areas shown as existing. However, garage apartments ("secondary apartments") will be permitted as an accessory use on 5750 square foot lots with SF-1 - MF-6 zoning, excluding SF-4. Also, single-family uses will be permitted on existing lots of 2500 square feet or greater ("Small Lot Amnesty").

 Neighborhood Planning Area Boundary

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.





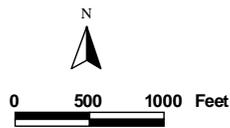
**Old West Austin Neighborhood Plan
Existing Land Use and Zoning**

June 15, 2000

City of Austin
Planning, Environmental and
Conservation Services Department
Neighborhood Planning



- Planning Area Boundary
- Waterfront Overlay
- Clarksville National Historic District
- Railroad



- Existing Land Use**
- 50 Large Lot Single-family
 - 100 Single-family
 - 113 Mobile Homes
 - 200 Multi-family
 - 300 Commercial
 - 400 Office
 - 500 Industry
 - 560 Mining
 - 600 Civic
 - 700 Open Space
 - 800 Transportation
 - 870 Utilities
 - 900 Undeveloped
 - 940 Water
 - 999 Unknown

Obj 2.2 – Protect current pattern of single family uses in neighborhood.

- Action 6: *If requested by the property owner, allow voluntary zoning rollback on multi-family zoning (on land that currently has single-family uses), by providing a no-cost zoning rollback. The neighborhood has approximately 340 parcels in single-family use with multi-family zoning. This zoning presents a threat to continued single-family uses. (City Action Item: DRID).*

Obj 2.3 - Control intrusion of illegal commercial uses into traditional residential areas.

- Action 7: Have a zoning inspector available to spend up to 8 hours per week in the neighborhood. If necessary, increase staff in Inspections Division of the Development Review and Inspection Department. (City Action Item: DRID).

Obj. 2.5 – Maintain stability of types of public uses in the neighborhood.

- Action 8: Apply appropriate Public zoning (P3) to David Powell Health Clinic, YMCA, and Goodwill. (City Action Item: DRID).

Goal 3 – Maintain Social and Economic Diversity of Residents

Obj. 3.1 - Provide Additional Moderately-Priced Housing

- Action 9: Allow garage apartments (up to 2 stories) and detached second units under SF-1 and less restrictive zoning categories, on lots with 5750 square feet or greater. Other site development standards apply, as specified in the Smart Growth Infill "Secondary Apartment" option. (City Action Item: DRID / PECSD).
- Action 10: Allow "Small Lot Amnesty" as described in the Smart Growth Infill proposals, permitting new single-family development on existing lots of 2,500 square feet or greater. (City Action Item: DRID / PECSD).
- Action 11: Consult with lending institutions to determine feasibility of mixed-use projects with a moderately priced housing component. (Neighborhood Action Item: NPT / AHFC / NHCD).

Obj. 3.2 – Determine strategies to allow low- or moderate-income persons to afford to support a mortgage on residences in the neighborhood

- Action 12: Encourage the development of income producing units such as owner-occupied duplexes with rental units. (Neighborhood Action Item: NPT).
- Action 13: Examine possibility of (a) securing tax credits; and (b) obtaining Location-Efficient Mortgages similar to those offered in Chicago to persons who use transit and thus avoid carrying debt for transportation (car/truck payments, gasoline credit card bills). This will require cooperation of lending institutions. The NPT will be pro-active in talking with such institutions. (Neighborhood Action Item: NPT / AHFC / NHCD).

Land Use Policies

The policies below should guide development and redevelopment in the Old West Austin neighborhood.

Smart Housing: The neighborhood plan supports SMART Housing (Safe, Mixed-income, Accessible, Reasonably-priced, and Transit-oriented), to increase and maintain diversity in Old West Austin. Rather than simply attracting high-end residential development, the neighborhood would also like to attract housing for a variety of income levels, including police officers, fire fighters, teachers, and nurses. The neighborhood planning team has identified a large area south of 6th Street that could accommodate additional multi-family, mixed-use residential development. This is already a "transit oriented" neighborhood; it is served by the #9, #21, ER, LA and Silver Dillo bus routes. The neighborhood has generally been able to maintain a mixed-income nature, but housing costs have increased as property values have risen. By converting some of the industrial property south of W. 6th Street to apartments, condos, and small-lot houses, the neighborhood hopes to reverse this trend. Also, the neighborhood planning team supports new reasonably-priced, mixed-income housing through allowing detached accessory units in accordance with the Smart Growth "Secondary Apartment" option.

Landscaping: Encourage property owners on 5th and 6th Streets, when redeveloping property, to include a landscaped buffer of approximately 8' along the street-side edges of properties on these streets between Lamar and the MoPac Freeway.

Parking Variances: Discourage any variances for parking reduction on any new or expanding developments, until the neighborhood attains greater levels of density, transit ridership, and pedestrian activity. When per-capita auto trips in the neighborhood have declined, the NPT shall work with DRID to arrive at

parking requirements for new applications. This can be done by setting trips-per-day conditional overlays, using liberal estimates of the number of pedestrian trips and shared parking between businesses.

Gateway Apartments: In the event that the land where the UT Gateway Apartments are located is redeveloped, mixed use development for this site is recommended, including a variety of different residential types with a ratio of at least 3:1 residential to commercial. A general example of the type of development that would be desirable is the Smart Growth Residential Infill option. The Neighborhood Planning Team should be involved any redevelopment proposals for this site.

Residential Variances: The neighborhood plan supports the requests for variances that are consistent with the front and streetside setbacks defined in the Smart Growth Infill Proposals for Cottage Lots (20 feet and 10 feet respectively). Do not allow modifications that compromise public safety or comfort such as higher than otherwise allowed impervious cover or higher fences.

Rezoning Proposals: This neighborhood has been under great pressure to accommodate commercial uses within its residential core, and is in danger of being eroded from its edges. This could create a self-fulfilling prophecy of residents leaving and commercial uses moving in, and putting pressure on the next tier of residents.

Any proposed rezonings should be consistent with the land use and zoning proposals of this plan. The boundaries of the districts described below are illustrated in the map "Old West Austin Neighborhood Plan – Neighborhood Districts."

- **Throughout the neighborhood**, no zoning changes on commercially-zoned lots to more permissive zoning should be allowed, except as noted below. Rezoning from any commercial base district to the same base district adding MU shall be supported on W. 6th and W. Lynn if the existing building and character are maintained. Elsewhere, rezoning from any commercial base district to add MU shall be supported subject to other restrictions discussed in the plan.
- **Residential Core** (See the attached Neighborhood District Map, which identifies the Residential Core as the area bounded by Enfield, Newfield, the rear lot line of the first lot on the north side of 6th Street, the rear lot line of the first lot on the west side of Lamar from W. 6th to the alley between 9th and 10th, then continuing on Baylor from the alley between 9th and 10th, to 12th, from the rear lot line of the first lot on the west side of Lamar from 12th to Parkway, from the rear lot line of the first lot on the west side of Parkway from Lamar to Baylor, along Lamar (facing Pease Park) from Parkway to 15th Street (excluding the first 3 southern-most lots of this section), and finally along 15th Street to Enfield): 1201 and 1203 Baylor Street are excluded from the Residential Core. No zoning changes to a more permissive zoning

category should be permitted, with the exception of 1008 Baylor Street and 1111 W. 11th Street due to consideration of conditions that insure compatibility with a residential character of the core. Preservation of existing older residential structures is strongly encouraged.

- In the **Lamar District**, 6th – 15th Street (lots between the center line of Lamar and the western edge of the residential area, defined above). 1201 and 1203 Baylor Street are included within the Lamar District. Allow mixed use development. Heights should be limited to 40 feet. The neighborhood plan recommends rezoning all CS and CS-1 properties on Lamar to allow mixed use development.

- In the **North 6th Street District** (lots along the north side of 6th Street): No zoning changes to a more permissive category. Exceptions:

- If zoned SF-3, allow rezoning to NO-MU-CO, where the CO is: fewer than **40** trips/day, business access through alley is prohibited (though residential access through alley is acceptable), business access through a street with minimum of width of 36' is required, and there shall be a 10' vegetative buffer or a 6' masonry fence that separates the business use (including parking) and adjacent residential property. Owner-occupied is encouraged.

- Existing properties with MF zoning or an MF use on the north side of 6th St. may be rezoned / re-developed to include a commercial component consistent with this plan (a square footage ratio of 3:1, residential to commercial). Any redevelopment must not negatively impact surrounding residences, considering factors including but not limited to height, traffic, visual character, and other compatibility concerns.

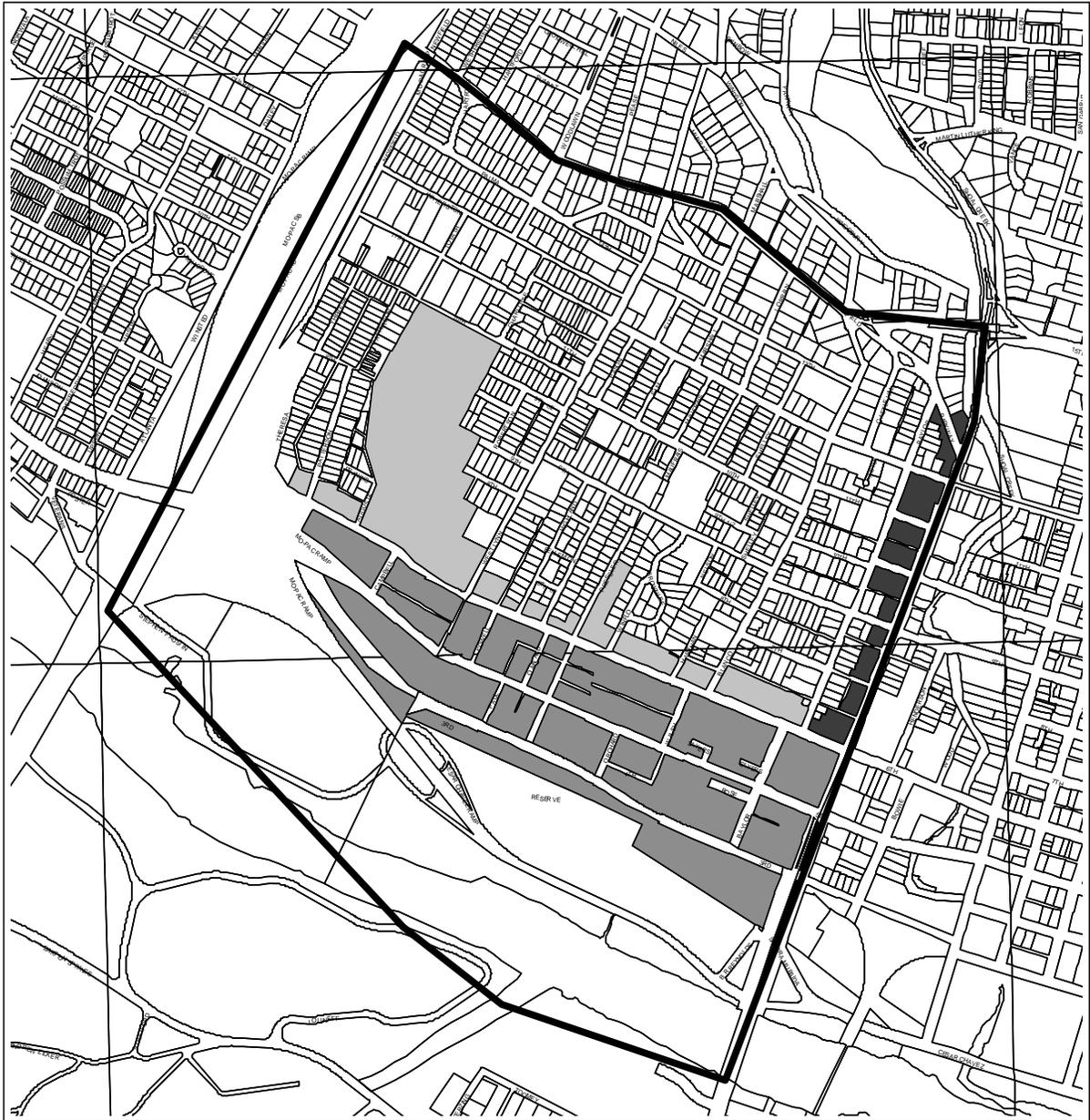
- Rezoning of commercially zoned properties that do not change the base district but add mixed use should be permitted, if the existing building and character are maintained. Preservation of existing single-house structures is strongly encouraged.

- In the area **South of 6th Street** (all lots south of the center line of 6th Street):

- The neighborhood plan supports property owners' requests to rezone LI properties to W/LO, MF-1 through MF-6, and CS-CO with the Neighborhood Plan Combining District special use category "Neighborhood Mixed Use Building" (for the CO, see list of uses identified as restricted in this plan under item #5).

- No rezonings to a commercial category more permissive than CS-CO (as specified under item #5) should be permitted, except as noted above for LI properties.

- On the south side of 6th Street, for the lots fronting on 6th, no zoning changes to a more permissive base district should be permitted. Rezoning that do not change the base district but add mixed use capability should be permitted, if the existing building and character are maintained. Preservation of existing single-house structures is strongly encouraged.



**Old West Austin Neighborhood Plan
Neighborhood Districts**

City of Austin
Planning, Environmental and
Conservation Services Department
Neighborhood Planning

June 13, 2000



0 500 1000 Feet

Old West Austin Neighborhood Districts

-  Lamar District
-  North 6th St District
-  Residential Core
-  South of 6th St District
-  Neighborhood Planning Area Boundary

See plan text for recommendations regarding future rezoning requests in these districts.

B. TRANSPORTATION

Achieving residential and mixed-use infill in the neighborhood depends on adding amenities such as: 1) new and repaired sidewalks, 2) connections to allow pedestrian and bicycle travel, and 3) public transportation to serve neighborhood residents in their trips to work, school, parks, and area businesses.

This infill development also requires the development of infrastructure such as mass transit. In addition, the neighborhood supports efforts to reduce solo driving to downtown and the Capital complex, and supports parking “cash outs” and improved carpooling.

The neighborhood accepts that it is part of a grid system and that cut-through traffic is part of that grid system. At the same time, traffic calming devices must be put into place to ensure that cut-through traffic and LOCAL traffic through the neighborhood occur in a calm manner. The neighborhood is working with Public Works on traffic calming.

Some parts of the neighborhood cannot tolerate additional cut-through traffic. Baylor Street is heavily impacted by the commercial development at 6th and Lamar. The neighborhood planning team is concerned that commercial traffic on the neighborhood's eastern edge is creating an untenable situation for residents. OWANA and the City of Austin will work with residences and business to find an optimal solution to the transportation needs of both parties. We must protect the perimeters of our neighborhood.

Goal 4: Provide safe movement for all modes throughout neighborhood

Obj. 4.1 – Increase Pedestrian Safety

Action 14: The neighborhood has cited a lack of safety for pedestrians crossing and walking along 5th Street. The City should install one or more stoplights (or other mechanism to allow safe crossing) along 5th Street. 5th Street is a greater priority than 6th. Top choices for locations: Campbell (El Arroyo), West Lynn, Walsh. Once installed, the lights should be timed to 25 mph. (City Action Item: PW)

Action 15: The neighborhood has cited a lack of safety for pedestrians crossing and walking along 6th Street. The City should install a stoplight (or other mechanism to allow safe crossing) on 6th Street at Baylor. (City Action Item: PW)

- Action 16: In the future, explore installation of a pedestrian light at or near the 1200 block of West 6th Street (Travelfest location). The exact location will be determined by developments affecting projected pedestrian flow such as a bicycle/pedestrian underpass at Pressler and the railroad or development on 5th or 6th Street. (Neighborhood Action Item: NPT / PW)
- Action17: At 12th and West Lynn, add "Yield to Pedestrian" signs for each approach to improve pedestrian crossing, and re-evaluate the intersection as the traffic load increases. Despite the existing stoplight, pedestrians experience difficulty crossing the 12th and West Lynn intersection due to cars making turns. (City Action Item: PW)
- Action 18: Continue to survey locations of pedestrian safety problems as the dynamics of the neighborhood change. Prioritize and inform proper agencies for hazard elimination (dangerous road crossings, intersections with poor line of sight, pedestrian gaps, lack of crosswalks, sidewalks, etc.). Monitor progress in eliminating road hazards. (Neighborhood Action Item: NPT)

Goal 5 - Accessibility- Provide access to, from, and through the neighborhood for all residents.

Obj. 5.1 – Improve the neighborhood's sidewalk network. Concentrate on improving the ability of pedestrians to walk to schools, parks, local businesses, and downtown. The neighborhood has a high volume of cut through traffic due to nearby major roads and new commercial development on Lamar.

- Action 19: Build new sidewalks, from the list below. The city should work with liaisons from the neighborhood planning team to resolve conflicts with existing utilities, landscaping, slope, aesthetic issues, and to evaluate cost impact of solutions. See also "Sidewalks" under mobility policies. (City Action Item: PW)

Locations identified in residential survey, in order of priority:

<u>Street:</u>	<u># of responses:</u>	<u>Segment recommended by planning team:</u>
9 th *	61 responses	from east of Blanco to West Lynn
12 th *	35 responses	North side, West Lynn to Lamar
Blanco*	18 responses	East side, 7th-12th
Palma Plz.*	18 responses	one full side, to be determined by PW&T / property owners
West Lynn*	16 responses	5th-6th, both sides
5 th	15 responses	North side, Lamar to Mopac
Baylor*	13 responses	East side (and complete west side), 5th to 9th
13 th	12 responses	South side, Shelley to West Lynn
Baylor*	(see above)	9th-12th, East side
MoPac	2 responses	10 th -Palma Plaza, East side of frontage road

**Streets identified in OWA/Hyde Park 1999 S.T.E.P. grant application - not funded.*

- Action 20: Maintain a list of neighborhood streets that do not meet City standards for sidewalks: sidewalk on one side for collector streets and school routes, and on both sides for arterials. (Neighborhood Action Item: NPT)
- Action 21: Continue to prioritize rest of sidewalk needs in the rest of the neighborhood for completion of the sidewalk network, depending on funding availability and needs of other neighborhoods in the city. (Neighborhood Action Item: NPT).
- Action 22: Initiate a workgroup of City staff and neighborhood associations to investigate funding mechanisms, cost offset strategies and partnership agreements for completing and maintaining the sidewalk network in the neighborhood as well as throughout the city. (City Action Item: PW/NPT).
- Action 23: Through OWANA newsletters and workshops, educate residents about City easement-ownership in front of their properties and about bans on blocking sidewalks with parked vehicles as well as trash, debris, or construction materials; allow period of transition (1-3 years if needed) from vegetation to sidewalk installation. Work with Public Works to obtain information on this issue. (Neighborhood Action Item: NPT / PW)

Obj. 5.2 – Make the neighborhood ADA accessible.

- Action 24: Identify missing ADA ramps on other neighborhood streets and work with ADAPT and Public Works to prioritize for future installation. (Neighborhood Action Item: NPT)

Obj. 5.3 - Eliminate barriers to pedestrian/bike movement.

- Action 25: Lamar Boulevard is hazardous for pedestrians and cyclists to cross, even with traffic signals. Increased traffic from new development on Lamar at 5th & 6th will make crossing even more difficult. Create a pedestrian island / crossing on Lamar at 6th on the north side of the intersection, filling in the unused left turn lane. (City Action Item: PW)
- Action 26: Create pedestrian island / crossing on Lamar at 5th on the south side of the intersection. This should especially be done if the City creates a dedicated right turn lane on northbound Lamar. (City Action Item: PW).
- Action 27: Work with Public Works and Transportation to evaluate the efficacy of pedestrian islands / crossings on Lamar at a midpoint between 6th and 9th, between 9th and 10th, and between 10th and 11th where left turn traffic into curb cuts is least affected. As of May 2000, these crossings were not recommended by the Public

Works Department, which stated the opinion that mid-block islands would provide a false sense of security, since there is nothing to physically stop the heavy through vehicle traffic. (Neighborhood Action Item: NPT).

- Action 28: Create a pedestrian island / crossing on Lamar at 12th Street on both north and south sides of the intersection. (City Action Item: PW).
- Action 29: It is currently difficult for the neighborhood's pedestrians and cyclists to get to Austin High School and to Town Lake, because there is no safe way to cross the Union Pacific Railroad tracks. Create a safe pedestrian route to Austin High School and Town Lake, by restoring the railroad underpass at West Lynn and building a trail between West Lynn and the underpass. If restoration of West Lynn tunnel is not possible, pursue a new underpass at Pressler. Determine if City owns property between 5th Street and the underpass and either reclaim or acquire easement. (City Action Item: PW / NPT / Union Pacific Railroad)
- Action 30: Work with Union Pacific Railroad to close grade crossings at Pressler and Paul Streets while developing a non-grade conveyance for pedestrians and bicyclists at or near those points. Closure may require alternate vehicular access from César Chávez Street for properties on the south side of the tracks. No changes should be made without consent of all affected property owners and business owners. (NPT / Union Pacific Railroad)
- Action 31: Improve the safety of the pedestrian crossing at the Northbound MoPac entrance on 6th Street. This crossing is used by pedestrians to reach Deep Eddy pool. Possible solutions include: (1) extending the western median to cover the painted area, while improving signage warning motorists of the lane split, and also improving signage warning of pedestrians; and (2) installing a pedestrian signal. The crosswalk at this location has been erased due to resurfacing. The existing sign that warns motorists of a pedestrian crossing does not have a significant impact on the speed of traffic preparing to enter MoPac. A slight rise to the east makes it difficult for pedestrians to see oncoming traffic. The NPT should ask the City's Bike/Pedestrian program to submit this as an ISTEA/TEA-21 project. (Neighborhood Action Item: NPT/TxDOT)
- Action 32: Install a raised pedestrian crosswalk with signs ("State Law Requires You to Stop For Pedestrians in Crosswalk") on Veterans / Stephen F. Austin at pedestrian crossing under MoPac Bridge leading to Johnson Creek greenbelt. On peak days, hundreds of pedestrians use this crossing. (City Action Item: PW)
- Action 33: Install crosswalks with pedestrian-activated stoplights or another device to allow safe passage across Newfield at Enfield.

Currently, crossing Newfield from the east is unsafe due to turning traffic, high speeds, and driver inattention. Also, the Neighborhood Planning Team will work with TxDOT to study installing signalized pedestrian crossings on Newfield at Waterston or Palma Plaza, and on Atlanta near the basketball court at Westenfield Park. (Neighborhood Action Item: NPT/TxDOT).

- Action 34: Install bright yellow “Watch for Pedestrians” signs (text rather than picture) at Enfield and Newfield and Enfield and Atlanta Streets (two signs per intersection). (City Action Item: PW)
- Action 35: Install a north-south pedestrian bridge under or beside the MoPac bridge over Enfield. The bridge, combined with a device to allow safe passage across northbound MoPac frontage road (mentioned previously), will establish safe passage for pedestrians from the Old West Austin neighborhood to the pool at Westenfield Park, located northwest of the MoPac/Enfield intersection). (Neighborhood Action Item: NPT / TxDOT)
- Action 36: Restripe all faded crosswalks on Lamar Blvd. Coordinate restriping at 6th Street intersection with installation of pedestrian island. (City Action Item: PW).
- Action 37: Improve pedestrian access from Married Student Housing to Mathews Elementary by providing a path outside the fence around the Infant Parent Training Center/Open Door Day Care facility. (Neighborhood Action Item: NPT / Gateway Apartments)
- Action 38: Participate in planning for Old West Austin segment of Crosstown Bikeway plan. (Neighborhood Action Item: NPT).

Goal 6 - Circulation - Allow neighborhood streets to function for circulation, while calming cut-through traffic

The Old West Austin Neighborhood has been working with Department of Public Works and Transportation (PW&T) to develop a traffic calming plan, which is currently being balloted to the neighborhood. The Traffic Calming Committee's draft plan addresses most of the traffic calming needs identified by the neighborhood planning team. The neighborhood planning team understands that it is the policy of PW&T to only install traffic calming devices as part of a whole neighborhood study. Nonetheless, it is the desire of the neighborhood planning team to include the following traffic calming items in the neighborhood plan.

Obj. 6.1 - Develop traffic calming devices to address cut-through traffic and associated hazards.

- Action 39: Install textured surface crosswalks (a material inlaid at grade with brick or stone borders 6-12" wide) on all 4 corners at 12th and West Lynn business area. Many pedestrians and many autos use this intersection. These crosswalks should remind drivers that this is a pedestrian / bicycle area, and should be visible and should feel different under cars' wheels. (City Action Item: PW)
- Action 40: Monitor cut-through traffic on Waterston, Palma Plaza, and 10th Streets in case of need to increase the size of diverters along MoPac frontage road. Despite existing diverters, some vehicles are making illegal right turns into the neighborhood. (Neighborhood Action Item: NPT).
- Action 41: Establish a committee of residents in the area bounded by Lamar Blvd, Blanco Street, 6th Street and 9th Street with OWANA committee members, City of Austin Staff and affected businesses to:
- (a) review traffic patterns in this area.
 - (b) experiment with temporary diverters, particularly on Baylor Street at the east/west alleys that run between Baylor and 6th Street, to establish traffic patterns that are not deleterious to that part of the neighborhood.
 - (c) explore feasibility of reconfiguration of the three alleys from Baylor to Lamar at 6th through 9th Streets to prevent use as parking lot entrance for customers in vehicles. This action should not involve the City vacating any land. Allow pedestrian and bicycle traffic to continue through this area. (Neighborhood Action Item: NPT / PW).
- Action 42: Eighteen months after the neighborhood plan is approved, perform a formal traffic calming study for Baylor Street area (bounded roughly by Lamar, 10th Street, Blanco, and 5th Street) to determine the impact of cut-through traffic from new development on Lamar. This study should be undertaken with developers of property near the Lamar Boulevard at West 5th and 6th Street intersections, the Old West Austin Neighborhood Association, area residents and business/property owners, the Fire Department, and the Public Works Department. (Neighborhood Action Item: NPT / PW)
- Action 43: Support the request of residents of the Patterson Street area (bounded by 6th, Augusta, Francis, Teresa, Patterson and 10th) for a future traffic calming study. (Neighborhood Action Item: NPT)

Obj. 6.2 - Address conflicts between neighborhood businesses and residents

- Action 44: Work with area restaurants on "dumpster management." The problem is dumpsters blocking rights-of-way (e.g. alley between Harthan and Blanco) and food waste that attracts vermin (Neighborhood Action Item: NPT).
- Action 45: Work with delivery services and neighborhood businesses to minimize obstruction and impact of deliveries by large trucks. (Neighborhood Action Item: NPT).

Goal 7: Mobility - Provide for movement of through traffic into and out of downtown.

Obj. 7.1 - Address problems in traffic flow across neighborhood at an early stage.

- Action 46: Adopt performance standards for neighborhood arterials which facilitate movement of through traffic on arterials, yet support commercial businesses. Use these standards to rate current performance of arterials, and suggest improvements. (Neighborhood Action Item: NPT).
- Action 47: Continue to work with Public Works on retiming stoplights on Lamar. (Neighborhood Action Item: NPT)
- Action 48: Inform APD of gridlock problems on Lamar, for traffic enforcement. (Neighborhood Action Item: NPT)
- Action 49: Identify access problems for EMS / Fire vehicles, and support one-side-of-street parking for streets whose residents choose this option. (Neighborhood Action Item: NPT).

Obj. 7.2 - Develop road improvement projects that allow for smooth traffic movement, but which do not increase the speed of traffic in urban areas.

- Action 50: Re-stripe 10th & Newfield intersection to former configuration, allowing vehicles turning out of W. 10th to be isolated from traffic exiting from MoPac until they can accelerate to 25 mph. (City Action Item: PW / TXDOT)

Obj. 7.3 - Work with Capital Metro to improve/expand transit service to neighborhood.

- Action 51: Continue the #88 Dillo to area businesses / Downtown, using the Austin High School parking lot. (Capital Metro)

- Action 52: Affix schedules to signs on #9 route at Enfield and West Lynn, 12th and West Lynn and 12th and Shelly. (Capital Metro)
- Action 53: Improve frequency of #9 route when ridership increases. (Capital Metro)
- Action 54: Support the development of a Trolley system that extends from Downtown through the neighborhood, using right of way to the north of the Union Pacific railroad tracks. Consider extending proposed trolley to Austin High School parking lot (assuming an underpass is built under the railroad tracks) and eventually through Deep Eddy area, UT Apartments and LCRA landing on Lake Austin. This system also could serve persons from south of the river who bus to or park at the south end of the MoPac footbridge and walk across the bridge to board the trolley for downtown or the LCRA offices to the west. (Capital Metro does not have plans for such a trolley service at present, and has not proposed a project as envisioned. Current plans for light rail / bus rapid transit extend west to the Seaholm study area only. Further extension of the Light Rail Transit/Bus Rapid Transit would require both an extensive feasibility study and a change to current phasing plans.) (Neighborhood Action Item: NPT)

Goal 8: Aesthetics – Create attractive, pedestrian-friendly public spaces in the neighborhood

Obj. 8.1 - Improve aesthetics of streets

- Action 55: Participate in and support the efforts of the West End Alliance and the West Lynn merchants to improve commercial corridors. In particular, support the goals of the West End Austin Alliance master planning effort for these corridors: creating a pedestrian-friendly, mixed-use environment. (Neighborhood Action Item: NPT)
- Action 56: Support the burying of utilities on Lamar Blvd. from 3rd to 15th Streets. The Neighborhood Planning Team understands that funding for utility burial is currently limited but would like for this area to be considered for future projects. (Neighborhood Action Item: NPT / Austin Energy).
- Action 57: Support the burying of utilities on W. 5th Street from Lamar to MoPac. The Neighborhood Planning Team understands that funding for utility burial is currently limited but would like for this area to be considered for future projects. (Neighborhood Action Item: NPT / Austin Energy).

- Action 58: Landscape MoPac entrances to neighborhood. (Neighborhood Action Item: NPT / TXDOT).
- Action 59: Install streetlights in locations specified by the neighborhood planning team (an estimated 20 streetlights are needed – locations to be identified by the neighborhood planning team). For any new streetlights, use "Cutoff Lighting" for lower cost (less electricity), better safety (no glare), and better visibility of stars. Each location identified will be reviewed by Austin Energy and considered for installation per AE streetlight design standards. (City Action Item: Austin Energy / NPT).

Goal 9: Provide adequate parking for neighborhood's residents and businesses.

Obj 9.1 - Provide sufficient parking for neighborhood businesses without compromising residential parking.

- Action 60: Endorse the CAMPO 2025 Plan Roadway Table that calls for not expanding either 5th or 6th Streets between Lamar and MoPac. The adopted CAMPO plan does project a need for 8 lanes on 5th Street, but does not propose expanding the road.
- Action 61: Investigate feasibility of parking on the sides of 5th and 6th Streets, so as not to decrease traffic capacity. Survey results revealed significant problem of commercial parking overflowing into residential areas. Parking along 5th and 6th could ease some of this parking pressure. (City Action Item: PW).
- Action 62: Participate in Downtown Austin Comprehensive Parking Study and Downtown Access and Mobility Study. (Neighborhood Action Item: NPT / West End Austin Alliance).
- Action 63: Encourage the merchants' association to enter into shared parking arrangements. (Neighborhood Action Item: NPT / West End Austin Alliance).
- Action 64: Develop an area-wide parking management plan with local businesses and business associations, and encourage participation by the City of Austin, Capital Metro and other public entities that can contribute to the solution. Explore incentives to reduce effects of customer and employee vehicle use and parking on the neighborhood, its businesses and the city in general. Research the origin of customers and employees and explore the use of circulators, vanpools, bicycles and other means of transport. Provide incentives. (Neighborhood Action Item: NPT / West End Austin Alliance).

Action 65: Work with AT&T to use excess AT&T land for Mathews teacher parking. (Neighborhood Action Item: NPT).

Obj 9.2 – Protect residential parking.

Action 66: Identify parking spillover problems in neighborhood from commercial and multifamily developments. Support petitions for residential-parking-only on these streets. (Neighborhood Action Item: NPT).

Obj 9.3 – Enforce parking violations.

Action 67: Ensure that the neighborhood's "No Parking" areas are clearly marked with signage. Replace any missing or damaged signs. (City Action Item: PW)

Action 68 Work with Public Works to prioritize streets with parking problems for curb painting of no-parking zones (or other means to clearly delineate these zones). While the neighborhood understands that curb painting creates a maintenance burden, this neighborhood experiences an unusually high volume of on-street parking, and existing signs are not perceived as effective. (Neighborhood Action Item: NPT / PW)

Action 69: Contact APD with list of areas with parking violations for enforcement. (Neighborhood Action Item: NPT).

Action 70: On a city-wide basis, APD should publicize how to report parking violations (e.g. put phone number on "no parking signs" or use television advertisements). (Neighborhood Action Item: NPT / APD).

Action 71: One full-time parking enforcement employee should be assigned to work outside of the downtown area. (Neighborhood Action Item: NPT / PW).

Action 72: Post a sign for NO PARKING TOW AWAY ZONE on Woodlawn Avenue at Enfield and also paint NO PARKING on the pavement. This was APD's recommendation in correspondence to the neighborhood. (City Action Item: PW / APD).

Goal 10: Reduce Traffic Noise

Obj. 10.1 Reduce MoPac traffic noise.

Action 73: Participate in MoPac Noise Abatement Coalition, comment on noise impacts of any proposed changes to MoPac, and seek noise mitigation measures. (Neighborhood Action Item: NPT).

Mobility Policies:

Lamar Blvd at 5th and 6th:

- The neighborhood plan supports the construction of a dedicated right-turn lane on northbound Lamar onto eastbound 5th street at railroad underpass. However, if this is done, it should be done in conjunction with the installation of a pedestrian island on the south side of 5th Street as recommended in the transportation section of this plan.
- The neighborhood encourages the City to develop strategies to ease congestion at 6th and Lamar.

5th and MoPac:

- The neighborhood plan supports striping eastbound Lake Austin Boulevard to reduce to one left lane after the stoplight with Atlanta, to allow northbound MoPac to 5th Street traffic to turn right onto a dedicated lane. This will prevent congestion on the northbound MoPac exit ramp at 5th Street. This area is under TxDOT jurisdiction.

César Chávez:

- The City of Austin should study West César Chávez to determine ways to enhance capacity of that roadway without further encroaching on the use of adjacent parkland by the citizens of Austin. Remedies to be studied should include but not be limited to changeable direction of one or more lanes from morning rush hour to evening rush hour.

Rail Transit:

- Support the public acquisition of additional rail easement north of the Union Pacific tracks to allow future rail and other non-automotive transportation options. Designate the Union Pacific corridor as a public transportation corridor for the East-West Bikeway and for various rail possibilities including a trolley line, light rail, and commuter rail to serve future residential development along 5th Street as well as the existing OWA neighborhood and areas to the West. (While this easement is not part of Capital Metro's initial phase Light Rail Transit/Bus Rapid Transit development, it may be a part of future commuter rail plans that have yet to be fully developed. Capital Metro has not conducted a feasibility analysis beyond commuter rail service, nor has funding been identified.)

- Support the future development of Light and Heavy Rail options on the Union Pacific Railroad Line with a station in or near the neighborhood. The neighborhood plan is supportive of rail transit through Old West Austin. (This segment is not part of Capital Metro's initial phase Light Rail Transit/Bus Rapid Transit development, although it may be a part of future commuter rail plans that have yet to be fully developed.) The neighborhood plan also supports the development of a rail freight bypass with construction of Texas 130 to free capacity for commuter trains on Union Pacific's MoPac line.

Sidewalks:

- To the extent possible, the width of the buffer strip for new sidewalks in the Old West Austin neighborhood should match the existing buffer strip width on any given street. This objective should be balanced by the amount of existing right-of-way (or an owner's willingness to grant an easement where the City does not own the property) and the location of existing utilities.

Parking Resources:

- The neighborhood encourages the City to establish parking that can later be redeveloped into other uses as mass transit develops and the market changes. Parking resources should be constructed to allow future conversion into mixed-use development. Examples include pooled surface parking and space-efficient automated parking systems that can be economically disassembled and reused at other locations.
- The neighborhood encourages the City to develop a city-wide municipal parking program that: (a) includes neighbor-approved municipal parking areas to replace private business parking that conflicts with pedestrian and transit activity, and (b) involves the city in managing privately owned shared parking use. The City would serve as a broker to promote more efficient use of privately-owned parking spaces.
- The neighborhood encourages the City to lead the development of shared parking by establishing parking facilities that can generate income. These facilities should be developed through negotiation with neighborhood and parking interests.

C. PARKS, RECREATION, AND GREEN SPACE

Overall Vision:

The Old West Austin Neighborhood is home to many families with children. The two existing parks—West Austin Park and Clarksville (Mary Baylor) Park—provide recreational amenities for these children and all residents. However, these parks need improvement and ongoing maintenance.

Both parks have a large volume of visitors, due in part to the many residents who live in apartments. These residents do not have access to private open spaces for recreation for themselves or their pets.

One of the benefits of living in the Old West Austin Neighborhood is its proximity to Town Lake, the hike and bike trail, Town Lake YMCA, Westenfield Park, Deep Eddy and other nearby park space. However, there is currently no safe or easy way to access these areas by foot or bike. Increased traffic, as the result of new development on Lamar at 5th and 6th will make access by vehicle difficult as well. Instead of requesting additional park space, the neighborhood planning team feels it would be more economical for the City to improve access to park space that already exists. Several of the proposals in the Transportation section of this plan are intended to address these access problems.

Green space is a valuable commodity in an urban neighborhood. The Old West Austin Neighborhood is tightly developed and all green space, including the beautiful canopy provided by established trees in the neighborhood, provides soothing visual relief. This wealth of trees also provides much-needed shade and serves to clear the air. Finally, existing Post Oak trees, a unique feature of the Old West Austin area, contribute significantly to the character of the neighborhood.

Goal 11: Improve existing parks and increase recreational amenities in the neighborhood

Obj. 11.1: Improve access to, and the quality of, neighborhood swimming pools.

Action 74: Keep wading pools in both West Austin Park and Mary Baylor Park open daily in the summer months, at least 6 hours per day, preferably until 8:00 PM. (City Action Item: PARD).

Obj. 11.2: Increase the number of playgrounds available to neighborhood children.

Action 75: Work with Mathews Elementary to open the school's playground to the community. (Neighborhood Action Item: NPT).

Obj. 11.3: Make improvements to West Austin Park.

Action 76: Design and install a removable fencing system (flexible plastic) around the baseball diamond to exclude dogs, to be managed by neighborhood volunteers. Improve signage at West Austin Park to encourage dog owners to clean up after their pets. Place and maintain "dogs must be on leash" signs around the playscape and sand area in the north part of the park. (City Action Item: PARD / NPT)

Action 77: Allow on a trial basis (6 months) the use of the south half of West Austin Park as a leash-free area. Pet owners must control dogs so that they remain in that part of the park, and must clean up after the dogs. Dogs must be on leash in north half of park. The NPT will work with PARD to implement this trial period. (Neighborhood Action Item: NPT / PARD).

Action 78: In the space presently occupied by the skate park at West Austin Park, establish a children's sand area and a community garden (or xeriscape garden). Demolition of the existing structure should not be required. (City Action Item: PARD / NPT)

Obj. 11.4: Light West Austin Park effectively, and in such a way as not to disturb its neighbors.

Action 79: Develop and implement a plan for lighting around the bath house at West Austin Park in accordance with International Dark Sky Association standards to (1) reduce glare from trespass light, (2) reduce power consumption and (3) lessen light pollution of night sky. Some of the park's neighbors have reported that the existing lighting is too bright. PARD and the neighborhood planning team should work together to develop a lighting plan. (City Action Item: PARD, NPT, Austin Energy)

Goal 12: Preserve and Improve Green Space

Obj. 12.1: Maintain the neighborhood forest of canopy trees, especially Post Oaks. Established trees are old and need to be replaced at a healthy pace. Post Oaks are unique to Old West Austin

and other areas underlain by ancient riverbed gravelly sand, the "Post Oak gravel" in which they can thrive.

- Action 80: Maintain the neighborhood's urban forest through a comprehensive neighborhood street-tree planting event. Approximately 70 trees would be planted. (City Action Item: PARD / NPT).
- Action 81: Educate residents regarding avoiding choking of trees with paving, and avoiding damaging trees with fasteners of any kind, especially Post Oaks, which are softwood and whose trunks have hollow centers. Hoists should never be supported by tree limbs, and tree houses should be sited near the trunks of sturdy trees. Care should be used in the installation of any fasteners to make them fit snugly in the tree's wood and not move with use so as to keep an open wound in the tree. Their use should be minimized as much as practical, with saddles over tree limbs preferred. (Neighborhood Action Item: NPT).
- Action 82: Develop a site plan for planting new trees, preferably including Post Oaks, in both West Austin Park and Clarksville Park, to provide shade to these areas. Ten trees per park are requested. Designate an irrigation operator for each site newly planted and assure a healthy moisture level around the root zones of all new plants for at least two years. Install drip irrigation around new plantings. (City Action Item: PARD / NPT).
- Action 83: Restore water piping in West Austin Park to supply the hose bibs in existing valve wells, to water grass and trees, including south part of the park. (City Action Item: PARD).
- Action 84: Install drip irrigation preparation. (Neighborhood Action Item: NPT).

Obj. 12.2: Enhance existing greenspace

- Action 85: Maintain Palma Plaza triangle / park and the Woodlawn esplanade. Designate an irrigator to operate the drip system in Palma Plaza Park, ideally someone who lives across the street. S(he) will be responsible for monitoring and adjusting the operation of the system appropriately to maintain an efficient moisture level around the roots of all plants watered by the system. In case of malfunction or need for routine maintenance, the irrigator will be expected to seek help as necessary from the OWANA Parks subcommittee Chair, other neighbors as desired, employee or contractor. PARD does not have responsibility for this system (Neighborhood Action Item: NPT).

D. HISTORIC PRESERVATION / URBAN DESIGN

Overall Vision:

Historic buildings in the neighborhood are a character-defining feature of the neighborhood that cannot be replaced. As new development infiltrates the neighborhood, all historic and potentially historic buildings and sites must be identified and targeted for preservation. In addition, guidelines must be established for compatible new construction. Goals, objectives, and action items for Historic Preservation / Urban Design are listed below:

Goal 13 – Preserve and Enhance the Unique Historic Identity of the Neighborhood.

Obj. 13.1: Identify the historic buildings and other buildings that contribute to the historic character of the neighborhood.

- Action 86: Create a map of all historic resources, and identify potential historic districts within the neighborhood. Use tax record research and on-site review to complete the Historic Resource Survey map indicating: Austin Landmark homes, historic homes (with no alterations, 1-2 alterations, or more), non-historic compatible housing, non-historic/non-compatible housing, and modern apartments or commercial properties. Neighborhood volunteers have already completed much of the required work; however, a professional-level survey may be required if neighborhood residents request the establishment of local historic districts. (City Action Item: DRID / NPT).

Obj. 13.2: Increase public awareness of the historic nature of the homes and businesses of the neighborhood, and encourage preservation.

- Action 87: Support the designation of local historic districts wherever neighbors decide to pursue a district nomination (when ordinance revisions are complete). (Neighborhood Action Item: NPT).
- Action 88: Provide a formal training session to property owners regarding local landmark designation and rehabilitation standards. (City Action Item: DRID).
- Action 89: Provide owners with the tour guide from Austin Convention Center and Visitor's Bureau about our neighborhood. (Neighborhood Action Item: NPT).
- Action 90: Establish a wall plaque in West Austin Park with information about the neighborhood's history. (City Action Item: PARD)

- Action 91: In the Clarksville National Register Historic District, replace the existing street signs with a different type of street signage, with a distinctive color or graphic. (City Action Item: Austin Convention and Visitors' Bureau).
- Action 92: Make a completed Historic Resource Survey map available to homeowners to promote community education regarding the historic nature of Old West Austin. Identify areas with highest and lowest density of historic structures. Present results to the Neighborhood Association. (Neighborhood Action Item: NPT).
- Action 93: Make information regarding historic homes available to homeowners/realtors on the OWANA website. (Neighborhood Action Item: NPT).
- Action 94: Establish compatibility standards for redevelopment or for alterations to existing structures that will clearly discourage or prohibit the tearing down of existing historic properties to make way for new construction. (City Action Item: DRID).

Obj. 13.3: Make a particular effort to preserve the remaining historic buildings in the Clarksville National Register Historic District (they are rapidly diminishing).

- Action 95: Co-Sponsor a meeting with the Landmark Commission of Austin on Clarksville, and encourage everyone from Clarksville to come. Show the film that was made over 20 years ago on the history of Clarksville. Invite the Austin Landmark Commission to share information gathered regarding the updated historic resource survey of Clarksville. (Neighborhood Action Item: NPT, DRID, Austin Landmark Commission).
- Action 96: If initiated by the residents, support the designation of a local historic district for Clarksville when ordinance revisions are complete. (Neighborhood Action Item: NPT/ DRID).
- Action 97: Develop voluntary compatibility standards for new construction and/or alterations to existing structures in Clarksville. (Neighborhood Action Item: NPT/ DRID).
- Action 98: Develop walking tour guide for Clarksville. (Neighborhood Action Item: NPT).

Obj 13.4 - Businesses on the north side and south side of 6th street should keep single-house character as a transition to the residential area of the neighborhood.

- Action 99: Support the designation of a local historic district for West 6th Street, if instigated by owners of property on West 6th St. (Neighborhood Action Item: NPT).
- Action 100: Businesses on 6th street will receive information regarding the historic nature of the structures on that street, perhaps in the form of a walking tour guide to complement a guide to 6th street in the central business district. (Neighborhood Action Item: NPT)
- Action 101: Businesses on 6th street that maintain the historic nature of the neighborhood would receive support from the neighborhood association in the form of a sticker to display in their window. (Neighborhood Action Item: NPT)

Obj. 13.5: Encourage appropriate design in any new construction or re-development of existing historic or contributing properties.

- Action 102: Develop recommended (voluntary) design standards for re-development of existing historic or contributing properties, including recommended practices for building additions. Cite successful examples in the neighborhood. (Neighborhood Action Item: NPT / DRID)
- Action 103: Develop recommended (voluntary) design standards for new development on vacant lots. Include recommendations for observing adjacent building setbacks (which may require a code variance), location of garages, existence of front porches, etc. Cite successful examples in the neighborhood. (Neighborhood Action Item: NPT / PECSD)
- Action 104: Create a neighborhood design review committee to provide recommendations to property owners regarding the neighborhood design guidelines. Design Guidelines would only be enforceable in local historic districts. (Neighborhood Action Item: NPT)
- Action 105: Make design or compatibility standards available on the OWANA website and in print for property owners and potential investors. Promote awareness of guidelines in the real estate community through publicity (funding may be needed). (Neighborhood Action Item: NPT)

Obj. 13.6: Support the long term businesses in the neighborhood- their success is our success and part of the overall history of the neighborhood.

- Action 106: Encourage stronger publicity efforts for local businesses through the neighborhood association newsletter and quarterly meetings. (Neighborhood Action Item: NPT)
- Action 107: Develop criteria to be met by businesses and award certificates or stickers to those meeting the criteria, and encourage homeowners to support these long term "good neighbor" businesses. (Neighborhood Action Item: NPT)
- Action 108: Involve long term or compatible businesses in community activities (for example: community fair, neighborhood clean up, etc.) as supporters and recipients of support. (Neighborhood Action Item: NPT)

CLARKSVILLE
NATIONAL
REGISTER
DISTRICT



LEGEND

- Designated Austin Landmark
- Historic with no significant alterations
- Historic with 1-2 alterations
- Historic with 3-4 alterations (may or may not be designated historic)
- Not historic, but compatible with neighborhood
- Not historic, and not compatible with the original design intent of the neighborhood
- Modern Apartments/Commercial

Historic Resource Survey
OLD WEST AUSTIN NEIGHBORHOOD PLAN

List of Abbreviations

AHFC – Austin Housing Finance Corporation
APD – City of Austin Police Department
CAMPO – Capital Area Metropolitan Planning Organization
DRID – City of Austin Development Review and Inspection Department
NHCD – City of Austin Department of Neighborhood Housing and Community Development
NPT – Neighborhood Planning Team
PARD – City of Austin Parks and Recreation Department
PECSD – City of Austin Planning, Environmental, and Conservation Services Department
PW – City of Austin Public Works and Transportation Department
TXDOT – Texas Department of Transportation
WEAA – West End Austin Alliance

E. IMPLEMENTATION

By adopting the plan, the City Council will demonstrate the City's commitment to the implementation of the plan. However, every action item listed in this plan will require separate and specific implementation. Adoption of the plan does not begin the implementation of any item. Approval of the plan does not legally obligate the City to implement any particular action item. The implementation will require specific actions by the neighborhood, the City and by other agencies. The Neighborhood Plan will be supported and implemented by:

- City Boards, Commissions and Staff
- City Departmental Budgets
- Capital Improvement Projects
- Other Agencies and Organizations
- Direct Neighborhood Action

City Boards, Commissions and Staff

The numerous boards and commissions of the City will look to the Old West Austin Neighborhood Plan when they need guidance about the neighborhood. The Parks and Recreation Board will have a guide available stating the neighborhood's priorities for parks and open space. The Planning Commission will already know if a proposed zoning change in Old West Austin would be appropriate and supported by the residents and businesses of the neighborhood. Additionally, City staff will use the plan as a guidance document for review of projects and programs.

Department Budgets

Each year every City department puts together a budget that states the department's priorities for the coming year. By bringing the strengths and desires of the neighborhood to the attention of City departments, the Old West Austin Neighborhood Plan will help them prioritize those projects that help safeguard the neighborhood's assets while addressing its needs.

Capital Improvement Projects

There may be issues in the neighborhood that require a major capital expenditure. In these instances the guidance provided by the plan will be critical to guarantee the project will proceed in a fashion that keeps in mind the overall long term interests of the neighborhood.

Other Agencies and Organizations

Other agencies and organizations outside City government will play a key role in the implementation of the Old West Austin Neighborhood Plan. As these agencies look for public input, the Old West Austin Neighborhood Plan will be available as a clearly articulated vision of the direction the neighborhood desires to go.

Direct Neighborhood Action

Some of the elements of the Old West Austin Neighborhood Plan will be implemented by direct neighborhood action, possibly with some City support. Neighborhood clean-ups, graffiti abatement and a citizens' crime watch are a few examples of projects that might best be accomplished by the neighborhood.

Implementation Schedule and Tracking

The implementation of the Old West Austin Neighborhood Plan will be monitored. Some items are expected to be completed quickly. For others, especially those items that need additional funding, it may be harder to schedule a firm completion date. Nevertheless, the status of every item proposed in the Old West Austin Neighborhood Plan, the status will be tracked. The Old West Austin Neighborhood Plan Implementation Tracking Chart provides an easy way to check the status of the implementation of the plan. For each action proposed in the plan, the chart lists the contact, the estimated cost, the current status and comments that include the next needed action. A check date, if not a completion date, will be set for each item. This tracking chart will be updated regularly as more information becomes available and as the status of projects change. An update report is scheduled for the December 2000 to summarize the overall implementation status of the plan's recommendations. The Tracking Chart will be available upon request from the City of Austin, Neighborhood Planning staff.

Updating the Old West Austin Neighborhood Plan

Neighborhoods are dynamic. To be effective, a neighborhood plan must be periodically updated to reflect changes in the neighborhood. The Old West Austin Neighborhood Plan will undergo regular review every 6 months. The Neighborhood Planning Leadership Team will conduct this review, updating the status of the action items and considering additions or amendments. The Neighborhood Planning Leadership Team may also designate subcommittees to assist in this review however, just as the full Leadership Team represents the diverse interests of the neighborhood, the updating subcommittee should include representatives of homeowner, renters, businesses and non-resident property owners.

Over time, a neighborhood plan may need more changes to stay current than would be appropriate for a small subcommittee to make. How often this will be necessary depends on how much the conditions have changed in the neighborhood. Overall, it seems that a neighborhood plan, with any needed changes, should be re-approved and re-adopted every 5-7 years.

**OLD WEST AUSTIN
NEIGHBORHOOD PLAN
BALLOT RESULTS
May 24, 2000**

Ballots were mailed to residents, non-resident property owners, and businesses.

Residential:

	Received	Percent
<i>I support</i>	177	61%
<i>Overall, I support</i>	100	35%
<i>Overall, I Don't Support</i>	9	3%
<i>I Don't Support</i>	3	1%

Property Owners/ Non-Residential:

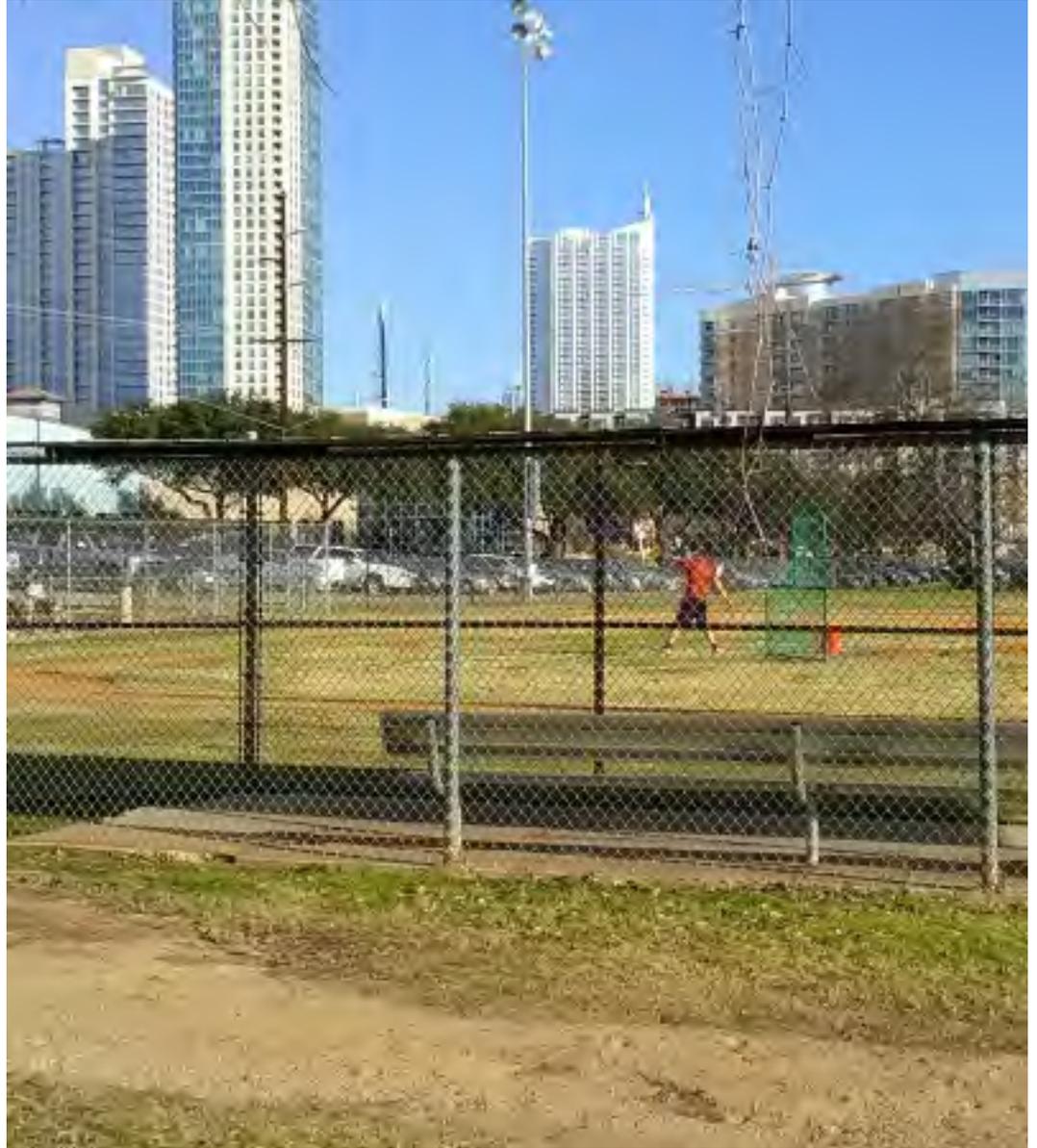
	Received	Percent
<i>I Support</i>	48	55%
<i>Overall, I Support</i>	31	35%
<i>Overall, I Don't Support</i>	4	5%
<i>I Don't Support</i>	5	6%

Total:

	Received	Distributed	% Received
<i>Residential</i>	289	2484	11%
<i>Non-residential</i>	88	868	10%

Exhibit 7

Environmental Report



**Environmental Constraints Evaluation
City of Austin Lamar Beach Site**

February 4, 2015

**HICKS | &
COMPANY**

ENVIRONMENTAL
ARCHEOLOGICAL
AND PLANNING
CONSULTANTS

TECHNICAL MEMORANDUM

TO: Laura Toups, Managing Partner
Urban Design Group

FROM: Roy Frye
Hicks & Company 

DATE: February 4, 2015

RE: Environmental Constraints Evaluation
City of Austin Lamar Beach Metropolitan Park

ATTACHMENTS: Attachment 1: Figures 1-4
Attachment 2: Physical Setting
Attachment 3: Digital Files for All Reports (Inside Back Cover)

1.0 Introduction

This Technical Memorandum documents the findings of a limited environmental constraints analysis conducted for a designated portion of Lamar Beach in Town Lake Metropolitan Park. The evaluation area designated by the Design Consultant, Urban Design Group, comprises approximately 29.7 acres and is located north of Cesar Chavez Street and west of B.R. Reynolds Drive in downtown Austin, Travis County, Texas (see **Figure 1** in **Attachment 1**). The analysis was conducted to identify specific environmental constraints (see **Figure 2** in **Attachment 1**) and associated regulatory compliance issues associated with future development of the site including proposed replacement of the existing pet adoption facility with new infrastructure.

The focus of the investigation was limited to: 1) identification of the presence of any critical environmental features (CEFs) defined by the City of Austin (COA) Environmental Criteria Manual (ECM); and 2) the compilation and summary of the results of searches of federal, state, and local databases for the presence of potentially hazardous materials. The scope of work for these environmental services did not include the following: impact assessment of waters of the U.S. including wetlands regulated by the U.S. Army Corps of Engineers (USACE); determination of the potential occurrence of federally and state-listed endangered species or their critical habitats; and determination of the potential impacts to archeological or historical resources.

This report describes the existing conditions at the project site, including the presence/absence of any critical environmental features defined by the COA ECM, and includes compiled information on the potential occurrence of any hazardous materials as determined by a search of databases maintained by state and federal regulatory agencies.

2.0 Description of the Site

Lamar Beach at Town Lake Metropolitan Park comprises 65.41 acres of land which lies along the north shore of Lady Bird Lake at the address of 1200 W. Cesar Chavez Street. The evaluated portion of the park lying between West Cesar Chavez Street and West 3rd Street; and west of B.R. Reynolds Drive has been previously developed into five baseball parks, one football field, one soccer field, an active pet adoption center managed by Austin Pets Alive!, and associated parking lots. Representative photos of the evaluated tract are shown by **Figures 3 and 4**, in **Attachment 1**.

2.1 Topography

The site is located in central Austin, Travis County, Texas, within the Austin West 7.5-minute quadrangle map published by the U.S. Geological Survey (USGS). Topography in the project area varies from 472 above feet above mean sea level (amsl) on the north side of the tract to 438 feet amsl at the southeast corner of the tract (COA 2015).

2.2 Geology

The principal geological formation within the project area is characterized by Terrace Deposits (Qt) dating to the late Pleistocene Epoch approximately 11,700 years ago. Terrace deposits in the Austin area are fluvial formations representing former levels of the Colorado River and its tributaries. Commonly, the matrix is composed of sand, silt, clay, and gravel in various proportions, with gravel more predominant in older, higher terrace deposits and is locally indurated with calcium carbonate (caliche) in terraces along streams. A geological map is provided in **Attachment 2**.

2.3 Soils

According to the United States Department of Agriculture's (USDA's) Web Soil Survey for Travis County (USDA 2015), soil series within the project area consist of the Gaddy and Urban Land (Lu) 0-1 percent slopes, and occasionally flooded series. A soil map illustrating the boundaries of these series is provided in **Attachment 2**.

2.4 Vegetation in the Study Area

The project site occurs within a transition area between the Edwards Plateau (west of Austin) and the Texas Blackland Prairies (east of Austin) as mapped by Griffith et al. (2004) and U.S. Environmental Protection Agency (US EPA) (2003). These vegetation regions were originally

described by Gould et al. (1960) and Gould (1975) and have been mapped in more detail by Texas Parks and Wildlife Department (TPWD) (2011).

A field evaluation of existing vegetation was conducted within the project area by a Hicks & Company ecologist in January 2015. The park site is comprised principally of non-native grasses and forbs resulting from the landscaping of the baseball, football, and soccer fields. Woody trees and shrubs occur along the park boundary, interior roads, and also along a creek drainage and associated tributaries within the site. Dominant plants are listed in **Table 1**.

Table 1: Dominant Plants Observed During Field Reconnaissance		
Trees	Shrubs/Vines/Succulents	Grasses/Forbs/Herbaceous
Huisache	Bumelia (<i>Bumelia lanuginosa</i>)	Coastal bermudagrass (<i>Cynodon dactylon</i>)
Live oak (<i>Quercus virginiana</i>)	Grape (<i>Vitis sp.</i>)	St. Augustine grass (<i>Stenotaphrum secundatum</i>)
Pecan (<i>Carya illinoensis</i>)	Poison ivy (<i>Toxicodendron radicans</i>)	Bur-clover (<i>Medicago minima</i>)
Bumelia (<i>Bumelia lanuginosa</i>)	Greenbriar (<i>Smilax bona-nox</i>)	Johnsongrass (<i>Sorghum halepense</i>)
Mesquite (<i>Prosopis glandulosa</i>)	Old man's beard (<i>Clematis drummondii</i>)	Giant cane (<i>Arundo donax</i>)
Ligustrum (<i>Ligustrum sinense</i>)		Golden bamboo (<i>Phyllostachys aurea</i>)
Chinaberry (<i>Melia azedarach</i>)		Giant ragweed (<i>Ambrosia trifida</i>)
Retama (<i>Parkinsonia aculeata</i>)		
Black willow (<i>Salix nigra</i>)		
Hackberry (<i>Celtis laevigata</i>)		
Cottonwood (<i>Populus deltoides</i>)		
Sycamore (<i>Platanus occidentalis</i>)		
Crepe-myrtle (<i>Lagerstroemia indica</i>)		

2.5 Wildlife Resources

Commonly occurring mammal species that would be expected in the project area include but are not limited to: the Virginia opossum (*Didelphis virginiana*), fox squirrel (*Sciurus niger*), cotton rat (*Sigmodon hispidus*), house mouse (*Mus musculus*), eastern cottontail (*Sylvilagus floridanus*), and raccoon (*Procyon lotor*). Common reptile species include the green anole (*Anolis carolinensis*), Mediterranean gecko (*Hemidactylus turcicus*), and checkered garter snake (*Thamnophis marcianus*). Typically encountered bird species would include Northern Mockingbird (*Mimus polyglottos*), Northern Cardinal (*Cardinalis cardinalis*), Blue Jay (*Cyanocitta cristata*), Monk Parakeet (*Myiopsitta monachus*), Carolina Chickadee (*Parus carolinensis*), Tufted Titmouse (*Parus bicolor*), White-winged Dove (*Zenaida asiatica*), Mourning Dove (*Zenaida macroura*), Common Grackle (*Quiscalus quiscula*), Great-tailed Grackle (*Quiscalus mexicanus*), American Crow (*Corvus brachyrhynchos*), Red-tailed Hawk (*Buteo jamaicensis*), Red-shouldered Hawk (*Buteo lineatus*) and Black Vulture (*Coragyps atratus*).

2.6 Drainage Patterns

The project site lies within the Lady Bird Lake urban watershed. Four unnamed tributaries or drainages of the Colorado River (now Ladybird Lake) cross the project site (see **Figure 2** in

Attachment 1) and are numbered 1-4 from west to east. Drainage #1 runs through the extreme northwest corner of the project area near the West Caesar Chavez overpass. Drainage #2 runs from north to south across the site west of the football field and pet adoption facility. The third and largest Drainage #3 runs north to south across the site between the pet adoption facility and baseball fields to the east. Drainage #4 begins at the parking lot at the pet adoption facility and runs east where it connects to the Drainage #3. These drainages are illustrated in **Figure 2, Attachment 1**.

2.7 Floodplains

Portions of the project site are within the 100-year floodplain designated by the Federal Emergency Management Agency (FEMA) as Zone AE, which are areas subject to inundation by a one-percent-annual-change flood event (see **Figure 2** in **Attachment 1**). Development features that would potentially affect this floodplain should be coordinated with the COA Flood Plain Administrator.

2.8 Erosion Hazard Zones

Erosion Hazard Zones (EHZ) are shown in **Figure 2**. According to provisions in the COA Land Development Code (LDC) §25-7-32, an EHZ level 1 analysis may be required as a condition for any development application approval, if the proposed development is:

- (1) Within 100 feet of the centerline of a waterway with a drainage area of 64 acres or greater; or
- (2) Located where significant erosion is present.

Development activities outside of the criteria listed above would not require an EHZ analysis.

2.9 Groundwater

The project location in relation to the recharge zone of the Edwards Aquifer is not consistent between databases maintained by the Texas Commission on Environmental Quality (TCEQ) and the COA. The project lies within the recharge zone of the Edwards Aquifer as indicated by the COA (2015). However, according to the Edwards Aquifer Map Viewer maintained by the TCEQ, the project area lies between two segments of the Edwards Aquifer: the Northern segment of the Edwards Aquifer which begins near U.S. 183; and the Barton Springs segment of the Edwards Aquifer which lies south of the Colorado River. According to the TCEQ mapping information, the project site would not be subject to the Texas Commission on Environmental Quality (TCEQ) Edwards Aquifer Protection Rules. However, the project site does lie over the alluvial aquifer associated with the Colorado River, and at deeper depths, the downdip of the Trinity Aquifer. Groundwater within the higher levels of soil strata within the project area is likely influenced by the Colorado River and its associated floodplain alluvium. A total of 484 water wells have been documented within 0.5 miles of the project site, with 5 wells reported on or near the project site boundary (within 0-0.02 mile) as indicated by **Attachment 3-A**.

3.0 Critical Environmental Features

Critical Environmental Features (CEFs) are described by LDC Sections 25-8-1 and 30-5-1as “features that are of critical importance to the protection of environmental resources, and include bluffs, canyon rimrocks, caves, sinkholes, springs, and wetlands.” Pursuant to COA regulations, no construction is allowed within a 150-foot radius around a CEF (with exceptions). A field investigation was performed on January 19, 2015 by a Hicks & Company ecologist to determine the presence of any CEFs within the project area. Results of this investigation are summarized in **Sections 3.1** through **3.6** below.

3.1 Bluffs

Bluffs are defined by the COA ECM §1.10.3 (A) as an abrupt vertical change in topography of more than 40 feet with an average slope steeper than four feet of rise for one foot of horizontal travel (400 percent or 76 degrees) and are not manmade cuts such as roadside rock outcrops and active rock quarry walls. The steepest slope on the project site ranges in elevation from 472 feet above mean sea level (amsl) to 448 amsl, a change of 24 feet. No bluffs meeting the ECM criteria were identified in the project site.

3.2 Canyon Rim Rocks

Canyon rim rocks areas are defined by the COA ECM §1.10.3 (B) as an abrupt vertical rock outcrop of more than 60 percent slope (31 degrees), greater than four feet vertically, and with a horizontal extent equal to or greater than 50 feet. Canyon rim rock is common on the west side of Austin, especially along the major drainage paths that have dissected the underlying strata. No canyon rim rock areas were found in the project site.

3.3 Point Recharge Features

Point recharge features as defined by the COA ECM §1.10.3 (C) consist of several types of natural opening and topographic depressions formed by the dissolution of limestone that lie over the Edwards Aquifer recharge zone and may transmit a significant amount of surface water into the subsurface. Point recharge feature means a cave, sinkhole, a fault, joint (rock fracture) or other natural features. Karst features consisting of caves, solution cavities, and sinkholes are found throughout areas underlain by limestone strata. Caves (an underground void large enough for a person to enter) and solution cavities are predominantly found along fractures, fault trends, and/or within solutioned evaporate sections. Other natural features are natural cavities formed by the dissolution of limestone that are too small for a person to enter or are smaller than 18 cubic feet that are not epikarst features (upper weathered rock zone where limestone dissolution occurs at the surface or beneath the soil) or a clustering of epikarst features. Other natural features include solution cavities and swallow holes or swallets (a place where losing [or sinking] streams infiltrate into the subsurface). Sinkholes are topographic depressions formed by karst dissolution of limestone that would have a bowl volume of at least 18 cubic feet.

Because the project site lies outside of the Edwards Aquifer recharge zone and the underlying geologic formation consists of terrace deposits associated with the Colorado River, no point recharge features would be expected; and none were observed within the project area during the field visit.

3.4 Springs and Seeps

Springs are defined by COA ECM §1.10.3 (D) as points or zones of natural groundwater discharge that produce measurable flow, or a pool of water, or maintain a hydrophytic plant community, especially during drought conditions.

No springs and/or seeps have been documented within the project area (Brune 2002; COA 2015). The nearest spring documented by the COA (2015) was south of Lady Bird Lake approximately 0.31 mile from the project site between Lou Neff Road and Lady Bird Lake, while Barton Springs is about 0.55 miles south of the project site and Cold Spring is 0.95 miles west of the site. No springs were observed during field evaluations conducted in January 2015.

3.5 Wetlands

Wetlands are defined by the COA ECM §1.10.3 (E) as lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. An area shall be classified as a wetland if it meets the USACE's three-parameter technical criteria as outlined in the USACE 1987 Wetlands Delineation Manual (Section D, Routine Determinations).

No wetlands meeting the criteria established by the USACE and CEF designation by COA were identified within the project site during field evaluations conducted in January 2015. However, three drainages (mapped as streams/creeks as shown by **Figure 2**) were identified that met criteria for jurisdictional waters of the U.S: all exhibited an ordinary high water mark; each connected to Lady Bird Lake; and all were located within the 100-year floodplain. Consequently, these drainages may be subject to regulation by the USACE.

4.0 Critical Water Quality Zone

Critical Water Quality Zones (CWQZ) are designated by the COA under the LDC and impose development restrictions within setbacks from major waterways. As indicated by **Figure 2**, portions of the project site lie within the CWQZ as mapped by the COA (2015). There is no water quality transition zone.

5.0 Potentially Occurring Hazardous Materials

Searches of available federal, state, local and tribal databases including those applicable to American Society for Testing and Materials (ASTM) standards as well as non-ASTM databases were conducted to determine the potential presence of hazardous materials within or near the project site. Database searches revealed a total of 108 locatable and 4 unlocatable hazardous materials site listings within one mile of the project boundary. Summary information is provided below for listings occurring within 0.25 mile of the project boundary.

5.1 Federal Listings:

Two locatable sites have been documented within 0.25 mile of the project area (**Table 2**). The first site, the Lance Armstrong Bikeway (within the project site) is not a potential hazardous materials site but was listed under the Facility Registry System –Texas (FRSTX) as a facility, site, or place subject to environmental regulations or of environmental interest. The second site (Site #41, **Attachment 3-B**), located 0.25 mile east of the project area at the old Seaholm Power Plant has been listed as a brownfields site and is now under cleanup and restoration phases prior to redevelopment. One unlocatable emergency response notification system site within 0.02 mile of the project area was also noted.

5.2 State and Local Listings:

A total of 53 state-listed locatable sites, 24 COA-listed sites and 3 unlocatable sites were documented within 0.25 mile of the project area (**Table 2**). Among these sites, one site 0.02 mile north of the project area (Site #2, **Attachment 3-B**) represented two listings, one for a Tier II Chemical reporting system facility and the other listing for a petroleum storage tank. A complete summary of documented sites within 1 mile of the project area is provided in detail in **Attachment 3-B**.

Table 2 Potential Hazardous Materials Sites within 0.25 Mile of the Project Area			
Databases Searched	Number Located	Number Unlocatable	Total
Federal Databases			
Facility Registry System (FRSTX)	1	0	1
Emergency Response Notification System (ERNSTX)	0	1	1
Brownfields Management System (BF)	1	0	
State Databases			
Tier II Chemical Reporting Program Facilities	1	0	1
Dry Cleaner Registration Database (DCR)	1	0	1
Industrial and Hazardous Waste Sites (IHW)	13	0	13
Petroleum Storage Tanks (PST)	19	0	19
Affected Property Assessment Reports (APAR)	4	0	4
Brownfields Site Assessments (BSA)	1	0	1
Leaking Petroleum Storage Tanks (LPST)	5	0	5
Voluntary Cleanup Program Sites (VCP)	6	0	6

Table 2 Potential Hazardous Materials Sites within 0.25 Mile of the Project Area			
Databases Searched	Number Located	Number Unlocatable	Total
Recycling Facilities (WMRF)	1	0	1
Industrial/Hazardous Waste Corrective Action (IHWCA)	2	0	2
Local Listings			
City of Austin Historical Underground Storage Tanks (AUSTINHISTUST)	24	3	27
Tribal Listings	0	0	0
Total Sites Found	79	4	83

5.3 Oil and Gas Wells

Results of the database search for oil and gas wells within 0.5 mile of the project site indicated no documented occurrences (**Attachment 3-C**).

5.4 Field Investigations

Field investigations conducted in January 2015 did not indicate the presence of any visible hazardous materials such as above ground storage tanks, canisters, barrels, stock piling, wide spread trash dumping, discolored soil, spills, or stains, or other evidence of hazardous materials concern.

6.0 Summary

This report documents the results of field investigations to determine the presence of any critical environmental features occurring with the project area. The field investigations determined that no COA-defined critical environmental features exist within the project area.

A search of federal, state, and local hazardous materials databases resulted in 108 locatable and 4 unlocatable hazardous materials listings within a 1-mile search area of the project site. Among these listings, 79 sites were located within 0.25 mile of the project area, with one federal and two state listings occurring within 0.02 mile of the site. Except for the registry listing of the Lance Armstrong Bikeway as a site of environmental interest, no documented hazardous materials sites occur within the project area. Four listings within 0.25 mile of the project area could not be located or mapped. No oil and gas wells occur within or near the project area.

7.0 References

- Brune, G. 1975. Major and historical springs of Texas. Texas Water Development Board Report 189. 95 p.
- _____. 2002. *Springs of Texas*. Volume 1, 2nd edition. Texas A&M University Press.
- City of Austin (COA). 2015. GIS mapper. <http://www.austintexas.gov/GIS/developmentwebmap/>, accessed January 19, 2015.
- Gould, F.W. 1975. Texas plants – a checklist and ecological summary. MP-585. TX. Agri. Exp. Sta., College Station.
- Gould, F. W., G.O. Hoffman, and C.A. Rechenthin. 1960. Vegetational areas of Texas. Texas A&M University Agricultural Experiment Station Leaflet # 492.
- Griffith, G.E., Bryce, S.A., Omernik, J.M., Comstock, J.A., Rogers, A.C., Harrison, B., hatch, S.L., and Bezanson, D. 2004. Ecoregions of Texas (color poster with map, descriptive text, and photographs); Reston, Virginia, U.S. Geological Survey (map scale 1:2,500,000). http://www.epa.gov/wed/pages/ecoregions/tx_eco.htm, accessed January 19, 2015.
- Natural Resource Conservation Service (NRCS). 2006. Soil survey for Travis County, Texas. <http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>, accessed January 24, 2015.
- Texas Parks and Wildlife Department. 2011. Texas ecological systems mapping project. U.S. Fish and Wildlife Service, Missouri Resource Assessment Partnership, Texas Water Development Board, NatureServe, USDA Natural Resources Conservation Service, Texas Forest Service, U.S. Forest Service, and The Nature Conservancy of Texas.
- U.S Environmental Protection Agency (USEPA). 2003. Level III ecoregions of the continental United States (revision of Omernik, 1987): Corvallis, Oregon, U.S. Environmental Protection Agency-National Health and Environmental Effects Research Laboratory, Map M-1, various scales. http://www.epa.gov/wed/pages/ecoregions/level_iii.htm, accessed January 19, 2015.

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Attachment 1: Figures 1-4

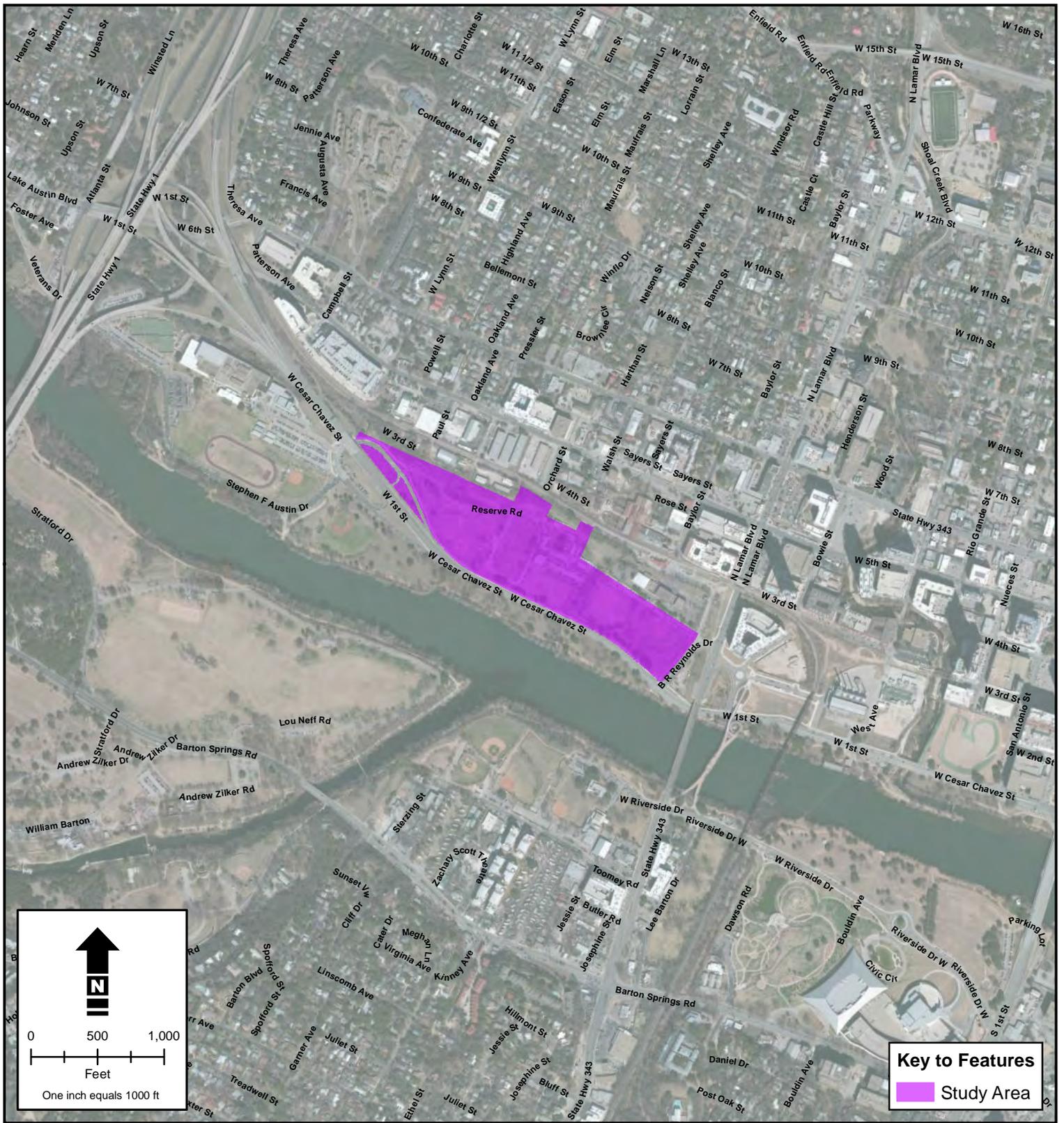
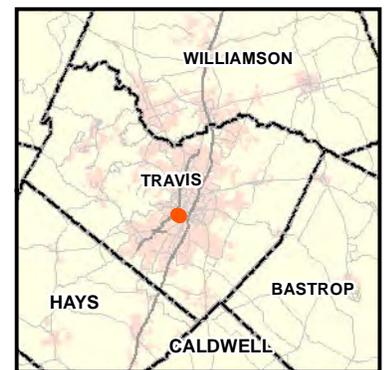


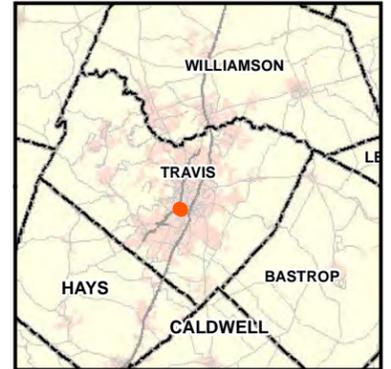
Figure 1
Project Location

City of Austin Lamar Beach
Constraints Analysis



ENVIRONMENTAL
CONSTRAINTS

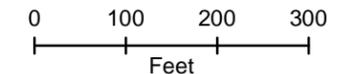
CITY OF AUSTIN
LAMAR BEACH



Key to Features

-  Project Area
-  Streams / Creeks (COA, 2003)
-  Water Mains
-  Wastewater Mains
-  COA - Erosion Hazard Zones
-  Critical Water Quality Zone
-  COA - Potential Priority Woodlands
-  COA - Significant Woodlands
-  FEMA Floodplain

Contour Interval = 2ft



1 inch = 200 feet

FIGURE 2





Figure 3. Looking east from main entrance to Lamar Beach at Town Lake Metropolitan Park



Figure 4. Looking east along entry road at baseball fields

Attachment 2: Physical Setting

Attachment 3: Digital Files for All Reports

- 3-A Water Well Report**
- 3-B Hazardous Materials Radius Report**
- 3-C Oil and Gas Report**

GeoPlus Physical Setting Maps

[Satellite view](#)

Target Property:

Lamar Beach

Austin, Travis County, Texas 78703

Prepared For:

Hicks & Company

Order #: 45510

Job #: 99464

Date: 01/16/2015

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Target Property Summary

Lamar Beach

Austin, Travis County, Texas 78703

USGS Quadrangle: **Austin West, TX**

Target Property Geometry: **Area**

Target Property Longitude(s)/Latitude(s):

(-97.756229, 30.268037), (-97.757152, 30.267101), (-97.758150, 30.267991), (-97.760424, 30.269019), (-97.761915, 30.269714), (-97.764362, 30.272457), (-97.764244, 30.272549), (-97.760596, 30.271058), (-97.760446, 30.271289), (-97.759630, 30.270946), (-97.759780, 30.270576), (-97.758965, 30.270307), (-97.758868, 30.270465), (-97.758622, 30.270353), (-97.758911, 30.269788), (-97.756229, 30.268037)

County/Parish Covered:

Travis (TX)

Zipcode(s) Covered:

Austin TX: 78701, 78703, 78704, 78746

State(s) Covered:

TX

***Target property is located in Radon Zone 3.**

Zone 3 areas have a predicted average indoor radon screening level less than 2 pCi/L (picocuries per liter).

Your site is located within Travis County, which is known to contain karst habitat. Please contact Julie Wicker at julie.wicker@tpwd.state.tx.us or 512-389-4579 for more information regarding the possibility of additional requirements for your project.

FEMA Map

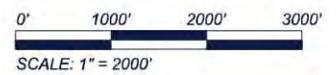


 Target Property (TP)

**Lamar Beach
Austin, Texas
78703**

Panel #: 48453C

- | | |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
|  ZONE A |  ZONE D |
|  ZONE AE |  ZONE X |
|  ZONE AH |  AREA NOT INCLUDED |
|  ZONE A0 |  OPEN WATER |
|  ZONE AR |  NDA - DIGITAL DATA NOT AVAILABLE |
|  ZONE V | |
|  ZONE VE | |



[Click here to access Satellite view](#)

FEMA Report

FEMA - Federal Emergency Management Agency

The National Flood Hazard Layer (NFHL) data used in this report is derived from the Federal Emergency Management Agency. The NFHL dataset is a compilation of effective Flood Insurance Rate Map (FIRM) databases (a collection of the digital data that are used in GIS systems for creating new Flood Insurance Rate Maps) and Letters of Map Change (Letters of Map Amendment and Letters of Map Revision only) that create a seamless GIS data layer for United States and its territories. The NFHL is updated as new study or LOMC data becomes effective. Note: Currently, not all areas have modernized FIRM database data available. As a result, users may need to refer to the effective Flood Insurance Rate Map for effective flood hazard information. This data was provided by the Federal Emergency Management Agency's Map Service Center in November of 2013.

FEMA Flood Zone Definitions within Search Radius

AE

Zone AE

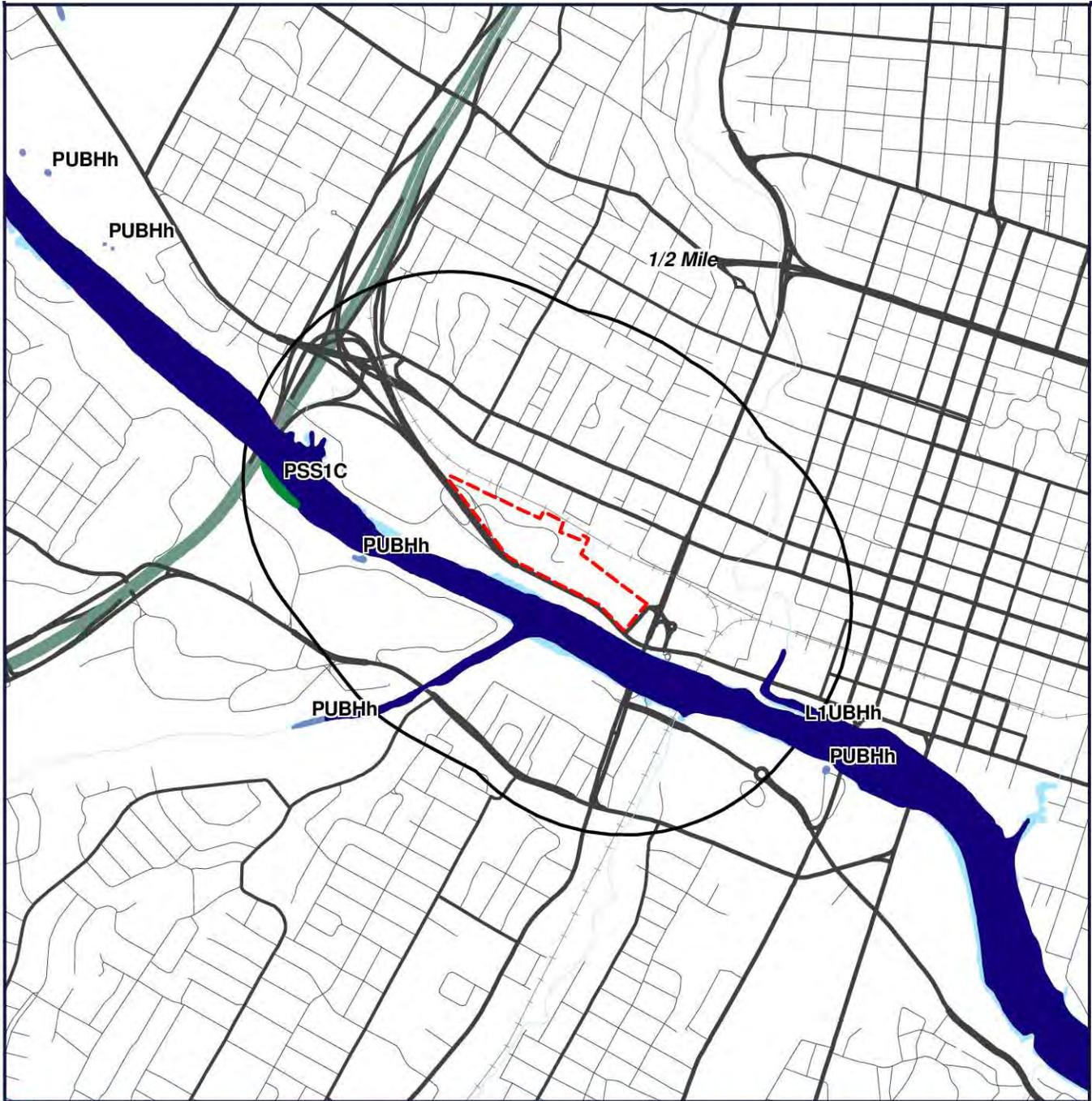
Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. BFEs are shown within these zones. (Zone AE is used on new and revised maps in place of Zones A1–A30.)

X

Zone X

An area that is determined to be outside the 100 and 500 year floodplains.

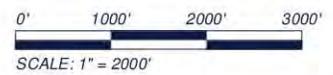
NWI Map



 Target Property (TP)

**Lamar Beach
Austin, Texas
78703**

- | | |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
|  ESTUARINE AND MARINE DEEPWATER |  LAKE |
|  ESTUARINE AND MARINE WETLAND |  OTHER |
|  FRESHWATER EMERGENT WETLAND |  RIVERINE |
|  FRESHWATER FORESTED/SHRUB WETLAND |  NDA - DIGITAL DATA NOT AVAILABLE |
|  FRESHWATER POND | |



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NWI Report

NWI - National Wetlands Inventory

The US NWI digital data bundle is a set of records of wetlands location and classification as defined by the U.S. Fish & Wildlife Service. This dataset is one of a series available in 7.5 minute by 7.5 minute blocks containing ground planimetric coordinates of wetlands point, line, and area features and wetlands attributes. When completed, the series will provide coverage for all of the contiguous United States, Hawaii, Alaska, and U.S. protectorates in the Pacific and Caribbean. The digital data as well as the hardcopy maps that were used as the source for the digital data are produced and distributed by the U.S. Fish & Wildlife Service's National Wetlands Inventory project. Currently, this data is only available in select counties throughout the United States.

NWI Definitions within Search Radius

L1UBHh

SYSTEM: **LACUSTRINE**
SUBSYSTEM: **LIMNETIC**
CLASS: **UNCONSOLIDATED BOTTOM**
WATER REGIME: **PERMANENTLY FLOODED**
SPECIAL MODIFIER: **DIKED/IMPOUNDED**

PSS1C

SYSTEM: **PALUSTRINE**
CLASS: **SCRUB-SHRUB**
SUBCLASS: **BROAD-LEAVED DECIDUOUS**
WATER REGIME: **SEASONALLY FLOODED**

PUBHh

SYSTEM: **PALUSTRINE**
CLASS: **UNCONSOLIDATED BOTTOM**
SPECIAL MODIFIER: **DIKED/IMPOUNDED**

SOIL Report

Soil Surveys

The soil data used in this report is obtained from the Natural Resources Conservation Service (NRCS). The NRCS is the primary federal agency that works with private landowners to help them conserve, maintain and improve their natural resources. The soil survey contains information that can be applied in managing farms and ranches; in selecting sites for roads, ponds, buildings and other structures; and in determining the suitability of tracts of land for farming, industry and recreation. This data is available in select counties throughout the United States.

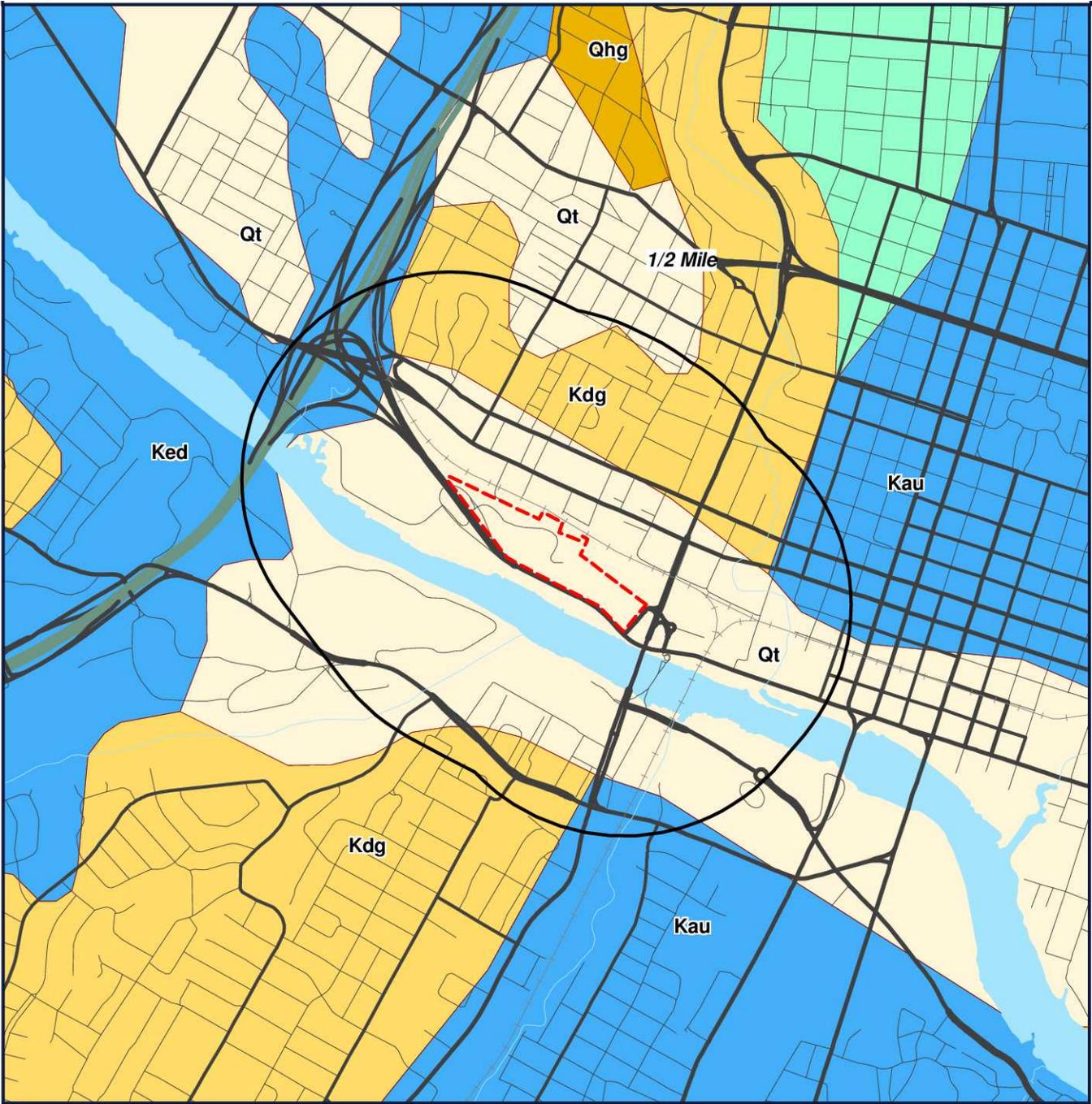
SOIL Code Definitions within Search Radius

AID	Altoga soils and Urban land, 2 to 8 percent slopes
Bh	Bergstrom soils and Urban land, 0 to 2 percent slopes
CF	Cut and fill land, 1 to 20 percent slopes
EuC	Eddy soils and Urban land, 0 to 6 percent slopes
Fs	Oakalla soils, 0 to 1 percent slopes, channeled, frequently flooded
HdE	Hardeman soils and Urban land, 3 to 12 percent slopes
HsD	Houston Black soils and Urban land, 0 to 8 percent slopes
Lu	Gaddy soils and Urban land, 0 to 1 percent slopes, occasionally flooded
TdF	Tarrant-Rock outcrop complex, 18 to 50 percent slopes
TeA	Tarrant soils and Urban land, 0 to 2 percent slopes
TeE	Tarrant soils and Urban land, 5 to 18 percent slopes
TeF	Tarrant soils and Urban land, 18 to 40 percent slopes
TuD	Travis soils and urban land, 1 to 8 percent slopes
Ur	Urban land, 0 to 6 percent slopes
UsC	Urban land and Austin soils, 0 to 5 percent slopes
UuE	Urban land and Brackett soils, 1 to 12 percent slopes
UvE	Urban land and Ferris soils, 10 to 15 percent slopes
W	Water
AID	Altoga soils and Urban land, 2 to 8 percent slopes
Bh	Bergstrom soils and Urban land, 0 to 2 percent slopes
CF	Cut and fill land, 1 to 20 percent slopes
EuC	Eddy soils and Urban land, 0 to 6 percent slopes
Fs	Oakalla soils, 0 to 1 percent slopes, channeled, frequently flooded
HdE	Hardeman soils and Urban land, 3 to 12 percent slopes
HsD	Houston Black soils and Urban land, 0 to 8 percent slopes
Lu	Gaddy soils and Urban land, 0 to 1 percent slopes, occasionally flooded
TdF	Tarrant-Rock outcrop complex, 18 to 50 percent slopes
TeA	Tarrant soils and Urban land, 0 to 2 percent slopes
TeE	Tarrant soils and Urban land, 5 to 18 percent slopes

SOIL Report

TeF	Tarrant soils and Urban land, 18 to 40 percent slopes
TuD	Travis soils and urban land, 1 to 8 percent slopes
Ur	Urban land, 0 to 6 percent slopes
UsC	Urban land and Austin soils, 0 to 5 percent slopes
UuE	Urban land and Brackett soils, 1 to 12 percent slopes
UvE	Urban land and Ferris soils, 10 to 15 percent slopes
W	Water

Geology Map



 Target Property (TP)

**Lamar Beach
Austin, Texas
78703**



0' 1000' 2000' 3000'
SCALE: 1" = 2000'

[Click here to access Satellite view](#)

GEOLOGY Report

US GEOLOGY

THE GEOLOGY DATA USED IN THIS REPORT ORIGINATES FROM THE USGS. THE FIRST STAGE IN DEVELOPING STATE DATABASES FOR THE CONTERMINOUS UNITED STATES WAS TO ACQUIRE DIGITAL VERSIONS OF ALL EXISTING STATE GEOLOGIC MAPS. ALTHOUGH A SIGNIFICANT NUMBER OF DIGITAL STATE MAPS ALREADY EXISTED, A NUMBER OF STATES LACKED THEM. FOR THESE STATES NEW DIGITAL COMPILATIONS WERE PREPARED IN COOPERATION WITH STATE GEOLOGIC SURVEYS OR BY THE NSA (NATIONAL SURVEYS AND ANALYSIS) PROJECT. THESE NEW DIGITAL STATE GEOLOGIC MAPS AND DATABASES WERE CREATED BY DIGITIZING ALREADY EXISTING PRINTED MAPS, OR, IN A FEW CASES, BY MERGING EXISTING LARGER SCALE DIGITAL MAPS.

GEOLOGY Definitions within Search Radius

GEOLOGY SYMBOL: **Kau**

UNIT NAME: **AUSTIN CHALK**

UNIT AGE: **PHANEROZOIC | MESOZOIC | CRETACEOUS-LATE [GULFIAN]**

UNIT DESCRIPTION:

AUSTIN CHALK

ADDITIONAL UNIT INFORMATION:

IN EASTERN PART OF TRANS-PECOS TEXAS AND HIGH PLAINS- CHALK AND MARL; CHALK MOSTLY MICROGRANULAR CALCITE WITH MINOR FORAMINIFERA TESTS AND INOCERAMUN PRISMS, AVERAGES AB OUT 85 PERCENT CALCIUM CARBONATE, LEDGE FORMING, GRAYISH WHITE, WHITE; ALTERNATES W

ROCKTYPE/S: **LIMESTONE; MUDSTONE; CLAY OR MUD; BENTONITE; MUDSTONE**

GEOLOGY SYMBOL: **Kdg**

UNIT NAME: **DEL RIO CLAY AND GEORGETOWN LIMESTONE, UNDIVIDED**

UNIT AGE: **PHANEROZOIC | MESOZOIC | CRETACEOUS-LATE [GULFIAN]**

UNIT DESCRIPTION:

DEL RIO CLAY AND GEORGETOWN LIMESTONE, UNDIVIDED

ADDITIONAL UNIT INFORMATION:

DEL RIO CLAY--CALCAREOUS AND GYPSIFEROUS, PYRITE COMMON, BLOCKY, MED. GRAY, WEATHERS LT GRAY TO YELL-GRAY; SOME THIN LENSES OF HIGHLY CALCAREOUS SILTST.; MARINE MEGAFOSSILS INCLUDE ABDT EXOGYRA ARIETINA AND OTHER PELECYPODS; THICKNESS 40-70 FT IN AUSTIN

ROCKTYPE/S: **CLAY OR MUD; LIMESTONE;**

GEOLOGY SYMBOL: **Ked**

UNIT NAME: **EDWARDS LIMESTONE**

UNIT AGE: **PHANEROZOIC | MESOZOIC | CRETACEOUS-EARLY**

UNIT DESCRIPTION:

EDWARDS LIMESTONE

ADDITIONAL UNIT INFORMATION:

IN EASTERN PART OF TRANS-PECOS AND HIGH PLAINS- LIMESTONE, DOLOSTONE, AND CHERT; LS. APHANITIC TO FINE GRAINED, MASSIVE TO THIN-BEDDED, HARD, BRITTLE, IN PART RUDISTID BIOSTROMES, MUCH MILIOLID BIOSPARITE; DOLOSTONE FINE TO V. FINE GRAINED, POROUS, CHERT

ROCKTYPE/S: **LIMESTONE; DOLOSTONE (DOLOMITE); CHERT**

GEOLOGY SYMBOL: **Qt**

UNIT NAME: **TERRACE DEPOSITS**

UNIT AGE: **PHANEROZOIC | CENOZOIC | QUATERNARY | PLEISTOCENE HOLOCENE**

UNIT DESCRIPTION:

TERRACE DEPOSITS

Exhibit 8
Tree Survey

Project Name Lamar Beach Feasibility Study
Client UDG
Date February 2, 2015



Landscape Architecture
 Austin | San Antonio | Albuquerque

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 info@colemanandassoc.com

Tree Inventory

Tree Number	Survey Number	Species	Caliper	Condition	Notes
1		Live Oak	60" (30", 30")	Good	
2	5002, 276	Live Oak	45" (36", 78")	Good	
3		Cherry Laurel	9"	Good	
4		Hackberry	22' (10", 6", 4", 4", 3", 6")	Poor	
5	5004	Live Oak	36"	Good	
6	5003	Live Oak	24"	Good	
7		Hackberry	33" (14", 8", 6", 6", 7", 4", 5")	Poor	
8	267	Red Oak	28" (16", 14", 10")	Good	
9		White Oak	44" (8", 8", 8", 10", 12", 16", 10")	Good	
10	5007	Laurel Oak	25"	Good	
11	5008, 261	Live Oak	30"	Good	
12	5009, 255	Live Oak	26" (20", 12")	Good	
13	5010	Live Oak	34"	Good	
14	5011, 251	Live Oak	17" (12", 10")	Good	
15	5012, 250, 2055	Elm	60"	Good	
16	5014	Hackberry	18" (8", 8", 8", 4")	Fair	
17		Cedar Elm	13" (10", 6")	Fair	
18	5015, 253, 2054	Chinaberry	28"	Fair	
19	5016, 254	Hackberry	24"	Fair	
20		Hackberry	17" (12", 10")	Fair	
21		Hackberry	19" (6", 6")	Fair	
22	5018	Hackberry	10"	Fair	
23	5019	Hackberry	10"	Fair	
24	5020	Hackberry	16"	Fair	
25		Hackberry	8"	Fair	
26	5021, 2053	Willow	40" (20", 20", 20")	Poor/Dead	
27		Chinaberry	17" (12", 10")	Fair	
28		Unknown	36"	Fair	Bark resembles Lacebark Elm, or river birch
29		Hackberry	30"	Fair	
30		Hackberry	11" (8", 6")	Fair	
31		Burr Oak	18"	Good	
32		Burr Oak	20"	Good	
33		Burr Oak	16"	Good	
34		Burr Oak	12"	Good	
35		Burr Oak	12"	Good	
36		Burr Oak	24"	Good	
37		Willow	24" (12", 12", 12")	Fair	
38		Burr Oak	24"	Good	
39	268	Post Oak	18"	Good	
40		Cherry Laurel	8"	Good	
41		Hackberry	24"	Good	
42		Hackberry	12"	Good	
43	5134, 2052	Hackberry	46" (16", 20", 18", 18")	Fair	
44		Hackberry	28" (20", 16")	Poor	
45		Hackberry	18" (6", 6", 2", 4", 4", 4")	Poor	
46		Chinaberry, Willow, Hackberry			Misc. trees along Creek
47		Live Oak	53" (24", 20", 20", 18")	Good	
48	5063, 235	Live Oak/Mohr Oak	26" (18", 16")	Good	
49	234	Live Oak/Mohr Oak	19"	Good	
50	5061	Live Oak/Mohr Oak	18"	Good	
51		Live Oak	18"	Good	

Project Name Lamar Beach Feasibility Study
Client UDG
Date February 2, 2015



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Tree Inventory

Tree Number	Survey Number	Species	Caliper	Condition	Notes
52	5059	Live Oak	16"	Good	
53	5035, 227	Live Oak	35" (24", 22")	Good	
54	228	Live Oak	24"	Good	
55	5036	Live Oak	36"	Good	
56	18745	Chinaberry	18"	Good	
57	18743	Chinaberry	24"	Good	
58	18744	Hackberry	20"	Good	
59	18742	Redbud	12" (8", 4", 4")	Fair	
60		Live Oak	15"	Good	
61	2069	Cottonwood	50"	Fair	
62		Cedar Elm	11"	Good	
63	2071	Cottonwood	72"	Poor	
64		Mexican Buckeye			Misc. trees
65		Live Oak	18"	Fair	
66	219	Hackberry	26"	Poor	
67	220	Hackberry	32"	Good	
68	2064	Cottonwood	26"	Fair	
69		Hackberry	12" (8", 4", 4")	Poor	
70		Chinaberry	10"	Poor	
71		Chinaberry	15" (6", 5", 4", 4", 3")	Poor	
72		Mulberry	22" (15", 15")	Fair	
73		Mulberry	24"	Fair	
74		Cottonwood	30"	Fair	
75		Cottonwood	24"	Fair	
76	718	Cottonwood	24"	Fair	
76.5		Sycamore	18"	Poor/Dead	
77		Red Oak	14"	Good	
78		Unknown	14"	Good	
79		Unknown	10"	Good	
80		Red Oak	12"	Good	
81		Texas Mountain Laurel, Red Bud, Crape Myrtle			Misc. trees
82	5071, 290	Unknown	22"	Fair	Inside Courtyard
83	5072	Unknown	28"	Fair	Inside Courtyard
84		Live Oak	40"	Good	Inside Courtyard
85	281	Live Oak	38"	Good	Inside Courtyard
86		Hackberry	24" (18", 12")	Good	Inside Courtyard
87		Bald Cypress	14"	Fair	Inside Courtyard
88		Hackberry	15"	Fair	Inside Courtyard
89	5080	Unknown	22"	Fair	Inside Courtyard
90		Unknown	36"	Fair	Inside Courtyard
91		Hackberry	26" (16", 12", 8")	Fair	Inside Courtyard
91.5		Various			Misc. Trees at Walsh St. Connection
92		Chinaberry	22"	Good	
93		Chinaberry	12"	Fair	
94		Chinaberry	26" (16", 12", 8")	Fair	
95		Chinaberry	32" (14", 12", 12", 12")	Fair	
96		Chinaberry	16"	Fair	
97		Chinaberry	32" (16", 8", 8")	Fair	
98		Chinaberry	16"	Fair	
99		Chinaberry	32" (16", 8", 8")	Fair	
100		Chinaberry	12" (8", 8")	Fair	
101	18765	Unknown	22"	Fair	
102		Cottonwood	22"	Fair	
103		Cottonwood	18"	Poor	
104		Cottonwood	20"	Fair	

Project Name Lamar Beach Feasibility Study
 Client UDG
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Tree Inventory

Tree Number	Survey Number	Species	Caliper	Condition	Notes
105	18751	Cedar Elm	7"	Good	
106		Cedar Elm	6"	Good	
107	18746	Cedar Elm	7"	Good	
107.5		Misc. Trees at Pressler Street Connection			
108	18740	Red Bud	10"	Good	
109	18738	Chinaberry	20" (11",9")	Good	
110	18737	Chinaberry	8"	Fair	
111		Pecan	8"	Good	
112		Chinaberry	19" (11"x8")	Good	
113	18734	Chinaberry	11"	Good	
114	5217	Chinaberry	13" (6"x7")	Fair	
115	18732	Chinaberry	13" (10"x3")	Good	
116	18731	Chinaberry	16" (8"x8")	Good	
117	18730	False Willow	6"	Poor	
118	18729	False Willow	5"	Fair	
119	5214	Hackberry	13" (7",6")	Good	
120	18727	unknown	9"	Poor	
121	18726	Chinaberry	30" (7",6",6",5",4",3")	Fair	
122	18725	Live Oak	8"	Fair	
123	18723	Cluster (1)HB, (2)Unkn.	33" (12", 11",10")	Poor	
124	18721	Hackberry	7"	Good	
125		unknown	9"	Poor	
126	18719	Hackberry	19" (8",6",5")	Good	
127	18718	Hackberry	7"	Fair	
128	18717	unknown	10"	Poor	
129	18700	Hackberry	22" (10",12")	fair	
130	18713	Cottonwood	21.5"	Good	
131	18702	Hackberry	15" (9", 6")	Fair	
132	18712	Hackberry	6"	Fair	
133	18711	Hackberry	7"	poor	
134	18707	unknown	20"	Poor	
135	18704	Hackberry	9"	Fair	
136		Cluster (4)HB (1)CE (1) Unknown	(13",11",11",9", 7",6")	Fair	
137	18681	Chinaberry	12" (9",3")	Poor	
138	5232	Hackberry	16"	Poor	
139		Hackberry	17"	Fair	
140	18689	Hackberry	28" (5",5",5",4",3",3",3")	Fair	
141	18715	Hackberry	17" (6",6",5")	Fair	
142	18739	Red Bud	12"	Poor	
143	5226	Red Bud	11"	Dead	
144	18647	unknown	23"	Dead	
145	18646	Cedar Elm	6"	Fair	
146		Red Bud Clusters	(3) (4",3",3",2",2",2")	Fair	
147	18641	Chinaberry	14" (7",5",2")	Fair	
148	18642	Chinaberry	13" (7",6")	Poor	
149	18643	Chinaberry	7"	Good	
150	18640	unknown	29" (8",7",7",7")	Fair	
151	18639	Live Oak	10"	Good	
152	18638	Live Oak	16"	Good	
153	18637	Ligustrum	31" (8",7",6",6",4")	Good	
154	18634, 18635, 18636	Hackberry	16",15",13"	Dead	
155	18633	False Willow	12"	Poor	
156	18631	Pecan	19"	Good	

Project Name Lamar Beach Feasibility Study
Client UDG
Date February 2, 2015

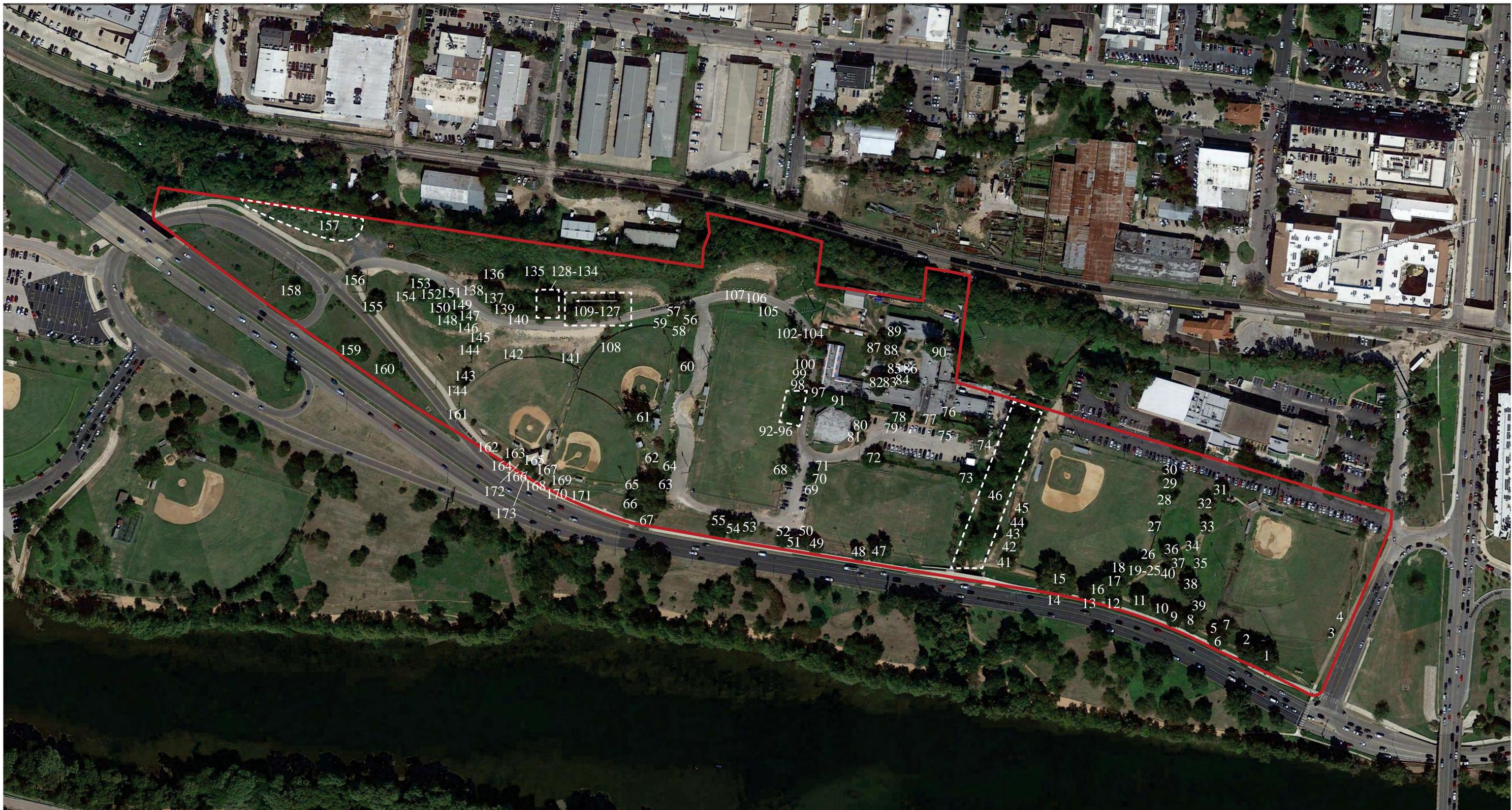


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Tree Inventory

Tree Number	Survey Number	Species	Caliper	Condition	Notes
157	18632	False Willow	22"	Fair	
158		Bamboo Clusters		Good	
159		unknown	23"	Poor	
160		Mesquite	Cluster	Fair	
161		Mesquite	Cluster	Fair	
162		Red Bud	5"	Good	
163		Red Bud	5"	Good	
164		Red Bud	6"	Good	
165		Live Oak	9"	Good	
166		Chinaberry	26" (7", 6", 5", 4", 4")	Poor	
167		Hackberry	6"	Fair	
168		Chinquapin Oak	4"	Good	
169		Chinquapin Oak	3"	Fair	
170		Chinquapin Oak	3"	Good	
171		Chinquapin Oak	3"	Good	
172		Red Bud	3"	Fair	
173		Red Bud	3"	Fair	
174		Red Bud	3"	Fair	



NORTH

SCALE: NTS

TREE SURVEY
LAMAR BEACH FEASIBILITY STUDY

UDG
 02.03.2015





Tree 1



Tree 2



Tree 3



Tree 4



Tree 5 & 6



Tree 5 & 6



Tree 7



Tree 8



Tree 9



Tree 10



Tree 11



Tree 14



Tree 15



Tree 16 & 17



Tree 18 & 19



Tree 20- 25



Tree 27



Tree 28



Tree 29 & 30



Tree 31 & 32



Tree 33-35



Tree 234



Tree 35



Tree 36



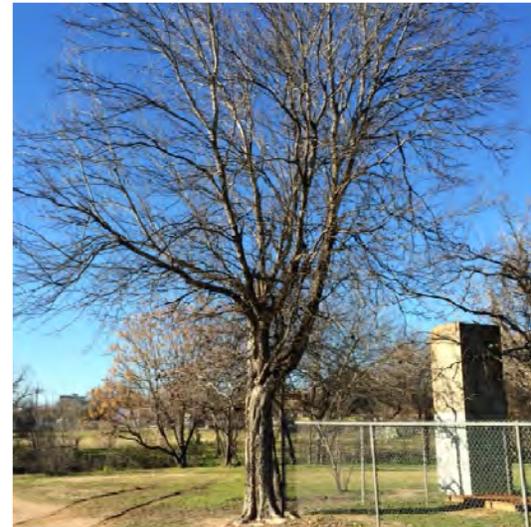
Tree 38



Tree 37



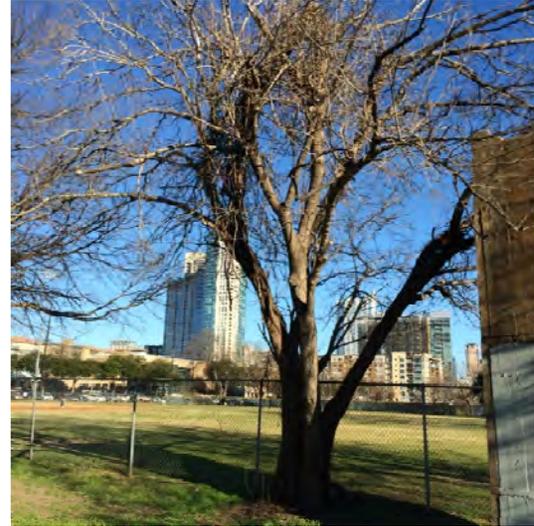
Tree 40



Tree 41



Tree 42



Tree 43



Tree 44



Tree 45



Tree 46



Tree 46



Tree 46



Tree 46



Tree 46



Tree 46



Tree 46



Tree 46



Tree 46



Tree 46



Tree 46



Tree 46



Tree 47



Tree 48



Tree 49



Tree 50



Tree 51



Tree 52



Tree 53 & 54



Tree 55



Tree 56



Tree 57



Tree 58



Tree 60



Tree 61



Tree 62



Tree 61



Tree 64



Tree 65



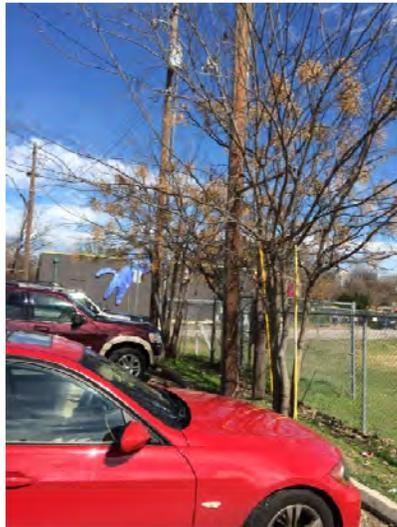
Tree 66



Tree 67



Tree 68



Tree 69-71



Tree 74



Tree 75



Tree 76



Tree 76.5



Tree 77



Tree 78



Tree 79



Tree 80



Tree 81



Tree 81



Tree 72



Tree 82



Tree 83



Tree 84



Tree 84



Tree 84



Tree 85



Tree 86



Tree 87



Tree 88



Tree 89



Tree 90



Tree 91



Tree 91



Tree 92



Tree 94 & 95



Tree 96



Tree 98-100



Tree 97



Tree 101



Tree 102-104



Tree 107



Tree 106



Tree 105



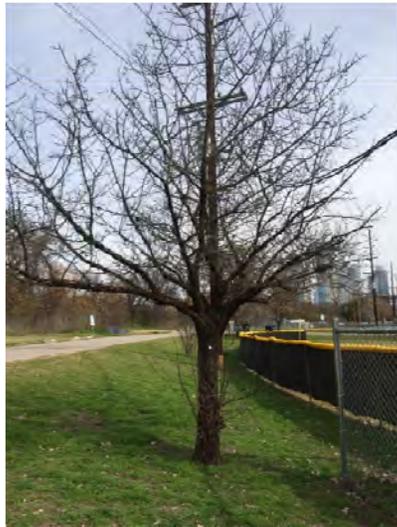
Tree 107.5



Tree 107.5



Tree 107.5



Tree 108



Tree 109



Tree 110



Tree 111



Tree 112



Tree 113



Tree 114



Tree 115



Tree 116



Tree 117



Tree 118



Tree 119



Tree 120



Tree 121



Tree 122



Tree 123



Tree 124



Tree 125



Tree 126



Tree 127



Tree 128



Tree 129



Tree 130



Tree 131



Tree 132



Tree 133



Tree 134



Tree 135



Tree 136



Tree 137



Tree 138



Tree 139



Tree 140



Tree 141



Tree 142



Tree 143



Tree 144



Tree 145



Tree 146



Tree 147



Tree 148



Tree 149



Tree 150



Tree 151



Tree 152



Tree 153



Tree 154



Tree 155



Tree 156



Tree 157



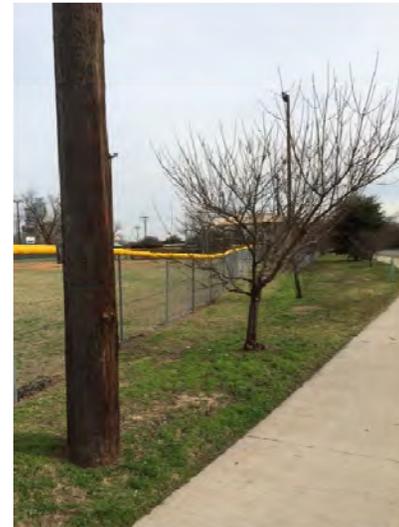
Tree 158



Tree 159



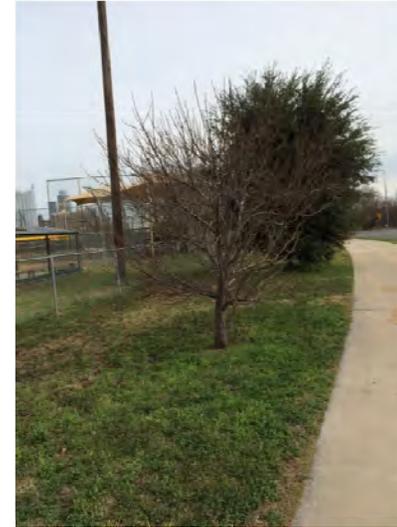
Tree 160



Tree 161



Tree 162



Tree 163



Tree 164



Tree 165



Tree 166



Tree 167



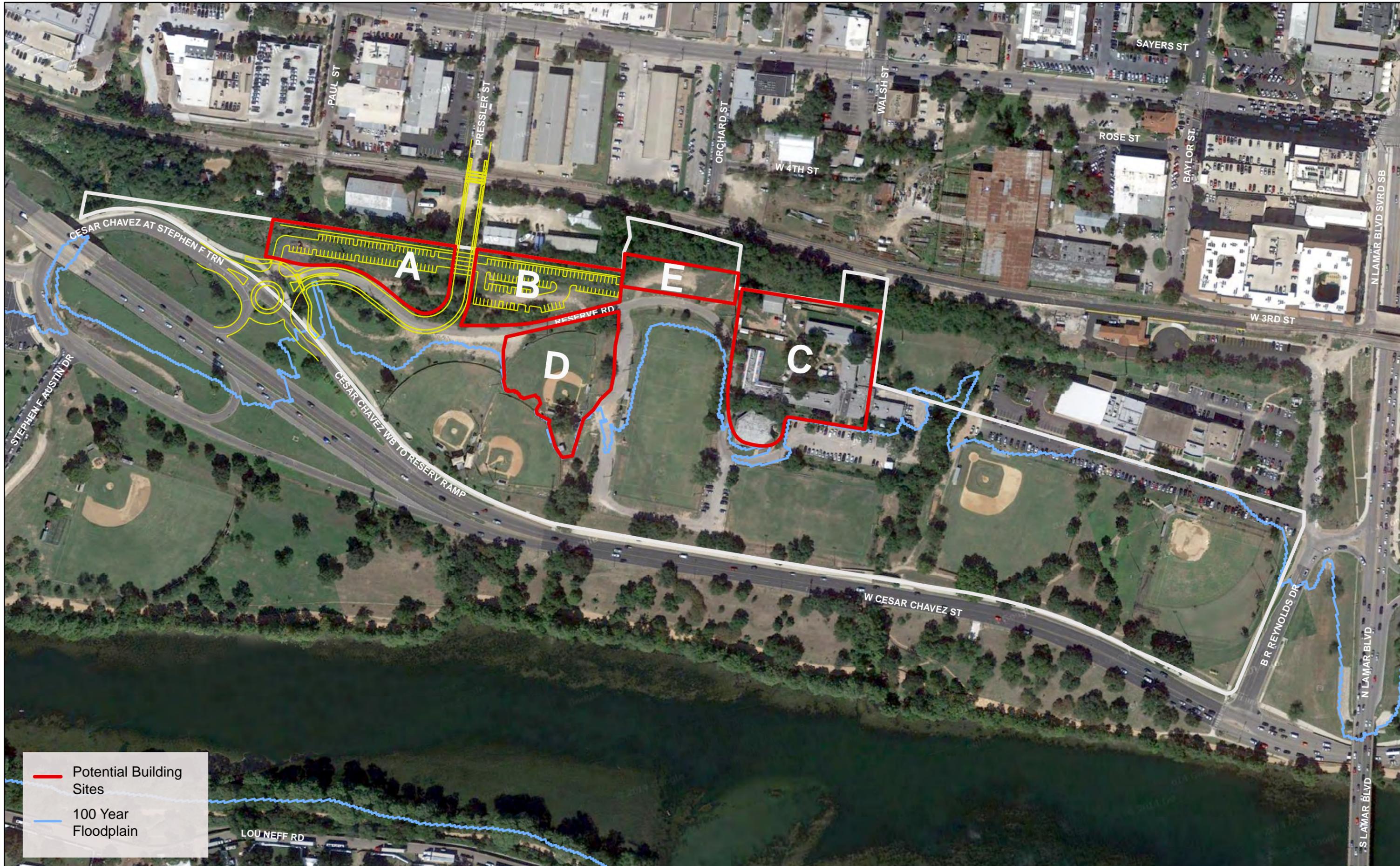
Tree 168



Tree 169

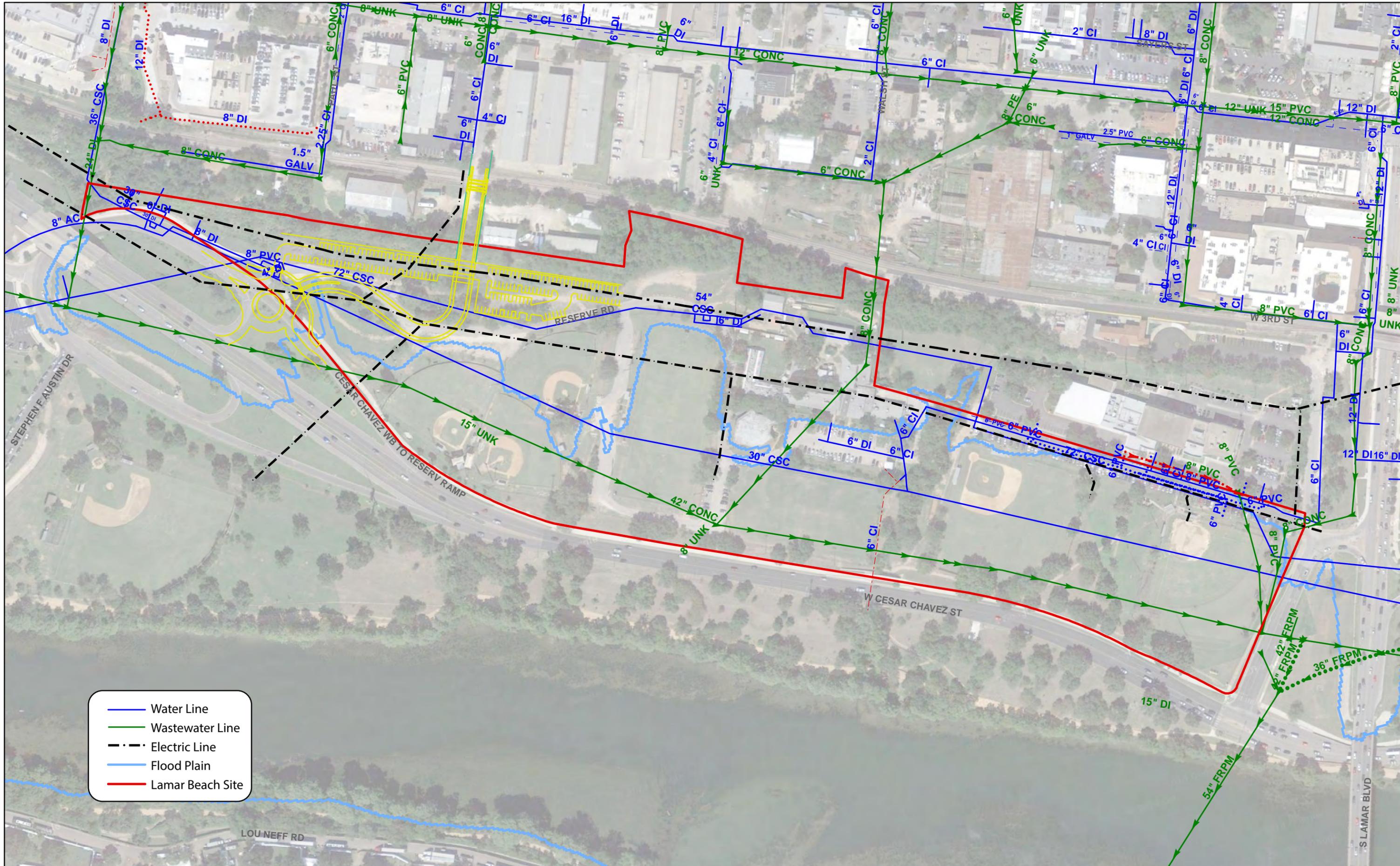
Exhibit 9

Potential Building Sites A - E



Lamar Beach - Potential Building Sites

Exhibit 10
Constraints Map



- Water Line
- Wastewater Line
- · - · Electric Line
- Flood Plain
- Lamar Beach Site



Lamar Beach - Constraints Map