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Amendment to Parkland Improvement and Use Agreement between City of Austin and West Austin Youth Association

This Amendment to Parkland Improvement and Use Agreement (“*Amendment*”) is made to the August 2013 Parkland Improvement and Use Agreement for the ball fields and improvements on the City-owned parcel of land known as Lamar Beach and Town Lake Metropolitan Park (the “*Original Agreement*”).

This Amendment is entered into between the City of Austin, a home-rule municipal corporation of the State of Texas, acting by and through its Assistant City Manager (the “*City*”) and the West Austin Youth Association (“*WAYA*”) through its duly authorized representative.

The parties agree to amend the Original Agreement as follows:

I. Section III, Subsection D is amended as follows:

- 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 not later than ten years after both of the following have occurred: the Lamar Beach Metro Park Master Plan is adopted by City Council and the City confirms in writing that the Pressler Road extension is complete or the project abandoned~~[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.

II. Section IX, Subsection A is amended as follows:

- 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 completion date established in the initially approved Timeline~~[Effective Date]~~ (the “Term”). Amendment to the Timeline after initial approval shall not further extend the Term. The Director may extend the Term for one period of twenty five ~~[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. The option to extend is at the City’s sole discretion. Any such extension shall be on the same terms as herein provided of the original term of this Agreement unless officially amended.

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- III.** The third bullet under Section 22 in Exhibit D (*Ball Fields Maintenance Standards*) is amended as follows:
- Parking Lots: Inspect monthly, Maintain surface with minimal holes. Resurface and repaint stripes as needed [~~every two years~~].
- IV.** Section VI is amended to add a new subsection H to read as follows:
- H. As directed in Resolution No. 20140807-114, the City will negotiate a mutual parking and controlled access agreement to provide adequate parking areas during WAYA scheduled programming.
- V.** All other terms and conditions of the Original Agreement remain in full force and effect.
- VI.** This Amendment is effective upon execution by all parties and remains in effect until the Original Agreement terminates.

This Amendment to Parkland Improvement and Use Agreement is executed by:

CITY OF AUSTIN:

Marc A. Ott
City Manager

Date: _____

WEST AUSTIN YOUTH ASSOCIATION, INC.:

Wayne Brumley
President

Date: _____

Approved as to form:

City of Austin Law Department