

Austin Independent School District

RESPONSE TO INFORMATION REQUESTED

To: City of Austin Parks Board
Through: Warren Struss, Director City of Austin Department of Parks and Recreation
From: Dan Robertson, Director of Planning Services
Date: 7/22/2005
Re: Request for Approval of a Joint Project for the Northeast Elementary School and the Turner-Roberts Recreation Center

Following a unanimous recommendation from the Land and Facilities Subcommittee on July 19, 2005, the District would like to request approval for a joint project for the northeast elementary school and Turner-Roberts Recreation Center.

BACKGROUND – It had been assumed that an elementary school was to have been located in Colony Park in conjunction with the recreation center in the future when the 700 home subdivisions was developed by the Austin Housing Finance Corporation. Site limitations at the intended site of the northeast elementary school made it necessary to explore a location sooner than was expected. Project managers and consultants for the District and the Parks Department have worked diligently over the past two months to explore how a joint project could be defined and pursued in a way that would add value to each project and serve the needs in the Colony Park community. The concept of a joint project has been shared with the Colony Park neighborhood and enthusiastically endorsed in two separate meetings on May 31st and June 27th.

CURRENT STATUS – The joint project at this point described below:

- For a joint project, the recreation center location has been moved approximately one-quarter mile north of the original location near Loyola Lane.

- The AISD elementary footprint has been located in relation to the planned recreation center and situated to maximize joint use of the recreation center and the school cafeteria and other central core elements.
- Access, and infrastructure changes are being planned jointly to maximize the benefits to both facilities.
- All previous Park master plan elements remain in play in the joint scheme.
- There is expected to be a delay in bidding the recreation center until **February or March** of 2006 in order to adapt the current design to the new site location and secure permits for the new location
- The design of the recreation center building is not expected to change.
- A traffic impact study is expected to address the issue of pedestrian access which is a concern expressed by the neighborhood residents on June 27th.
- Current expectation is that the recreation center would open in **June or July** of 2007 for summer programming and be followed by the school, which would open in September of 2007.
- Attorneys for the District and City have begun crafting an agreement to authorize the joint project. Because of recent changes in the law, the District will be required to lease the portion of the parkland where the school is to be constructed.



MEMORANDUM

TO: Parks and Recreation Board Members

FROM: Virginia Rohlich
Watershed Protection and Development Review

DATE: July 21, 2005

SUBJECT: Barton Hills Sediment Project on Parkland

The Watershed Protection and Development Review Department (WPDRD) detected high levels of the contaminants, polycyclic aromatic hydrocarbons (PAHs) within the sediment in various creeks throughout the city including the tributary adjacent to the Park Place Apartments located at 1200 Barton Hills Dr. This tributary discharges into Barton Creek, approximately 300 feet upstream of Barton Springs Pool.

Sources of PAHs include oil and grease, auto exhaust, asphalt paving, coal tar products, cigarette smoke, smoked, charcoal broiled and pan fried foods. The suspected primary source of the PAHs found in the tributary is the coal tar seal coating applied to parking lots. As a result of concerns over public safety due to these contaminants, Barton Springs pool was closed for 3 months in 2003. Although it was determined that public health and safety was never in jeopardy, Watershed Protection staff remains concerned about elevated levels of PAHs in Barton Creek and Barton Springs Pool due to the potential impacts to water quality and aquatic life, particularly the Barton Springs salamander.

Since this site is located just upstream of Barton Creek and Barton Springs Pool, the site warrants a fairly high level of water quality control and is a prime site for a water quality retrofit. WPDRD began assessing feasible alternatives for remediation including:

- Removal of approximately 300 cubic yards of contaminated soils;
- Stabilization of the tributary channel by re-grading and re-vegetating to reduce the disturbance and transport of sediment downstream;
- Treatment of the runoff with two sedimentation/filtration ponds; and
- Re-routing of the run-off to the drainage channel along Robt. E Lee Dr. to discharge below the Pool

We have located the ponds in a relatively remote area that gets very little foot use by the public. At the request of neighborhood representatives, the upper pond site was shifted to the west to move it out of the soccer practice area and make it less visible from Barton Hills Drive. Additional landscaping will further assure there will be the least possible visual impact. Approximately 1.36 acres will be fenced as a safety measure. The maximum footprint of the pond, including the perimeter fencing, is tucked almost entirely behind the woods; there is already a clearing, which will minimize the loss of trees. Care has been taken to minimize the cutting of trees as much as possible. We estimate that approximately 88 trees, 44 of which are less than 8 inches in diameter will be removed. Thirteen of those to be removed are large, Type 4 trees (cedar and mesquite) and 14 are Type 1 (live oak, pecan, cedar elm, and ash), 7 of which are greater than 8 inches. There will be a temporary loss of the soccer field and the new gravel access trail from Barton Hills during construction. Both the field and path will be fully restored by project completion. We estimate construction to take 120 days and will occur during winter months, beginning in November.

This retrofit provides a high level of assurance that pollutants from this site do not reach Barton Springs Pool by capturing and treating small storm run-off and routing nearly all the flow around the Pool. We do not feel there are other viable alternatives that will provide the same level of water quality treatment.

If you have any questions, please let me know.

Virginia Rohlich
Watershed Protection & Development Review

7/26/2005



MEMORANDUM

To: Parks and Recreation Board

From: Warren W. Struss, Director
Parks and Recreation Department

Date: July 26, 2005

Subject: St. Tropez Marina
Case Number C814-74-007 (81) Revision #5

Vincent Gerard and Associates submitted a site plan on September 26, 2003, to construct a 51-slip marina on a common area in the St. Tropez PUD of Lake Austin. This request was brought to the Parks and Recreation Board on December 9, 2003. The request was denied 6-0-0. Modifications were made to the plan reducing the number of slips from 51 to 45. The Parks and Recreation Board heard the second request on March 23, 2004. The request was denied 6-0-0.

Vincent Gerard and Associates have revised the plans and are requesting approval for a 29-slip marina located on a common area in the St. Tropez PUD of Lake Austin.

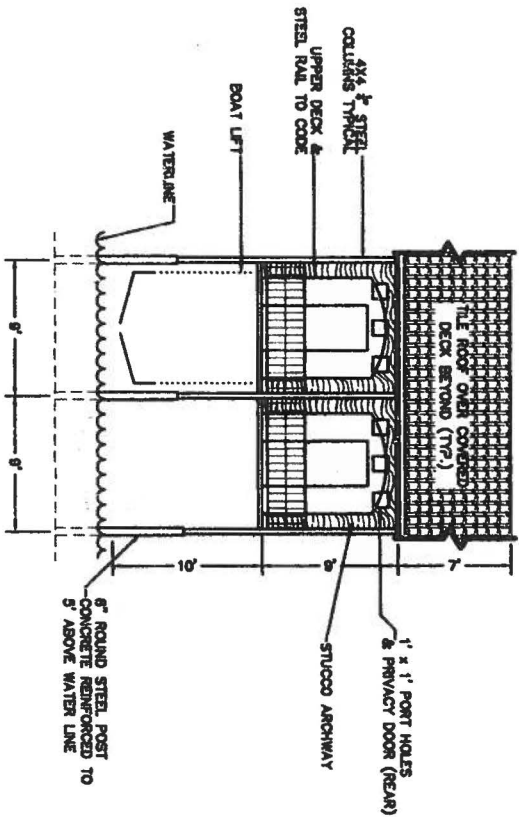
Approval of the Parks and Recreation Board is required for more than two docks to be constructed on a single lot.

Land Development Code:

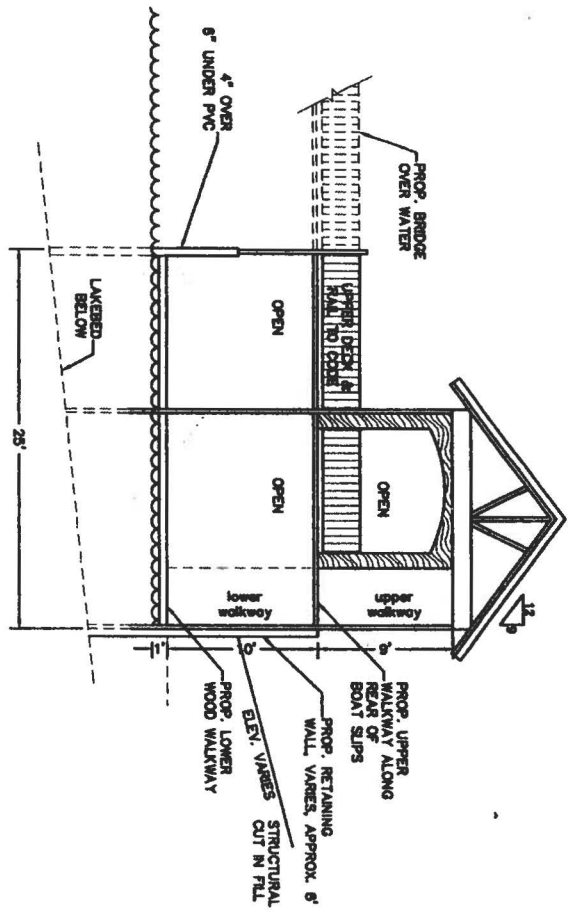
25-2-1173 (D) – The building official may not approve an application for a permit for the construction of more than two residential docks on a single lot, **unless:**

25-2-1173 (D2) – The Parks and Recreation Board has approved a site plan that clusters the boat docks on one or more lots in the subdivision.

Warren W. Struss, Director
Parks and Recreation Department

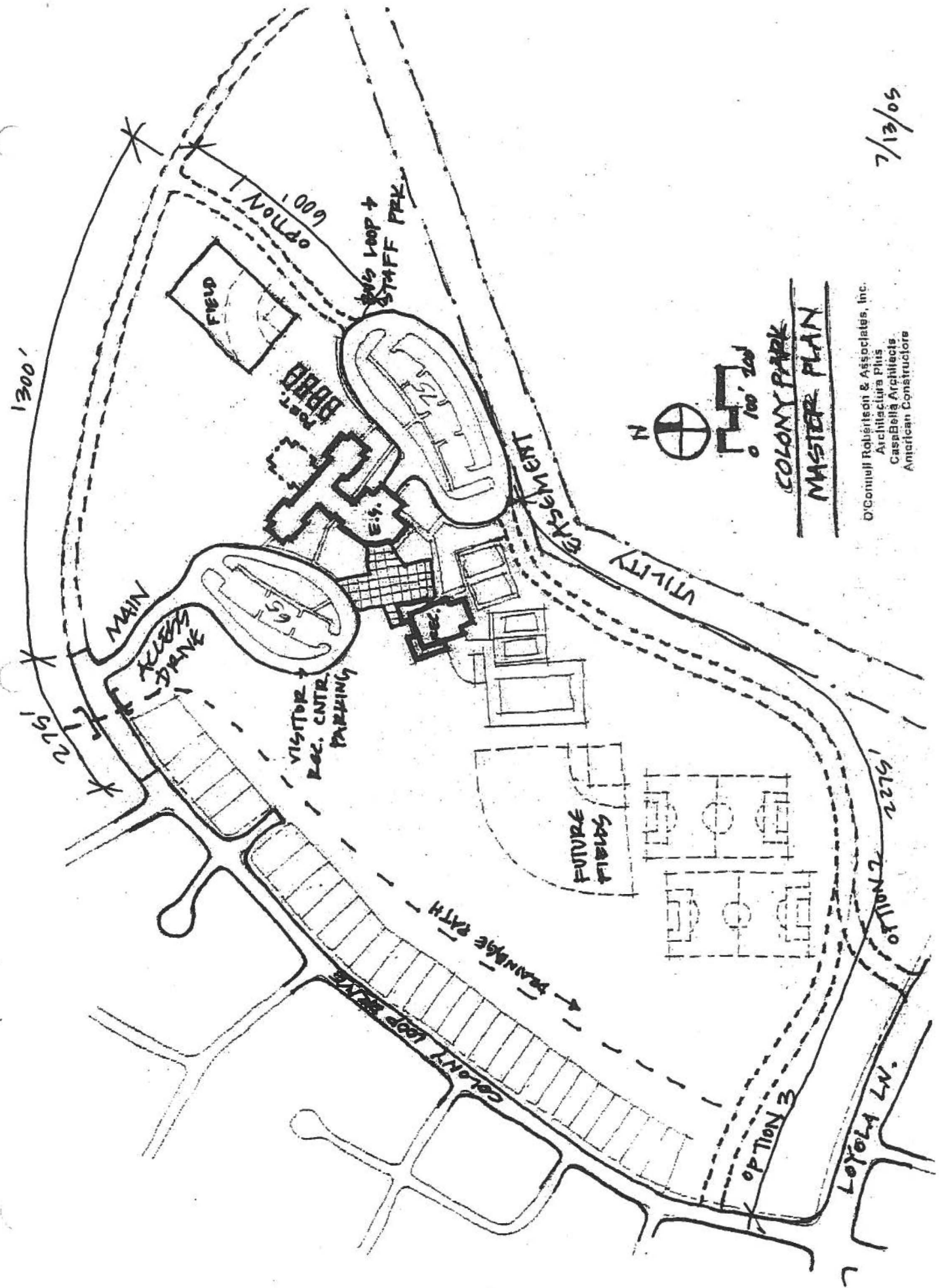


BOAT DOCK - FRONT VIEW
SCALE: 1" = 10'



BOAT DOCK - SIDE VIEW
SCALE: 1" = 10'

50/13/06



**COLONY PARK
MASTER PLAN**

O'Connell Robertson & Associates, Inc.
Architects
CaseBella Architects
American Constructors



MEMORANDUM

To: Parks and Recreation Board

From: Warren W. Struss, Director
Parks and Recreation Department

Date: July 26, 2005

Subject: Two-Slip Boat Dock at 1430 Rockcliff
Case Number SP-05-1281DS

A request has been received from Norma Raven on behalf of Elkhorn-South Trust to construct a two-slip dock at 1430 Rockcliff.

The Parks and Recreation Department staff has reviewed plans for the proposed project and finds they do not meet the requirements of Article XIII, Section 25-2-1173 and 25-2-1176, (Regulations for the Construction of Boat Docks) of the Land Development Code. The proposed dock is greater than 20 percent of the shoreline width of the lot on which the structure is to be constructed. The proposed two-slip dock with an existing dock exceeds the number of docks allowed by the Land Development Code on a single lot.

Parks and Recreation Board approval is required for structures greater than 20 percent of the shoreline width and for more than two residential docks on a single lot.

Warren W. Struss, Director
Parks and Recreation Department

3°42'E 191.22'

489
490
491
492

Let F April 26
Don
Approved
comply w/ Bill & met gals

SHORELINE

35.08'

495

494

EXISTING
STEPS

150.08'

EXISTING
GAZEBO

24' + 1'

SLIP #1

SLIP #2

36.1'

NEW DOCK
LOCATION

10' MIN.

494

RESTRICTIVE COVENANT

OWNER: Elkhorn South Trust

ADDRESS: 1410 and 1430 Rockcliff, Austin, Texas 78734

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Lot 1 of the Rockcliff Estates Subdivision according to the plat recorded in Book Z, Page 615, of the Official Records of Travis County, Texas ("Tract One") and 1.676 acres of land, more or less out of the William Brown Survey No. 2 recorded in Warranty Deed document number 2001138875 of the official Records of Travis County, Texas ("Tract Two"). Tract One and Tract Two are herein referenced collectively as the "Property".

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions as conditions of receiving a boat dock development permit site plan approval for the Property;

NOW THEREFORE, it is declared the Owner of the Property, for consideration, shall hold, sell, and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant.

DEFINITIONS

1. "Owner" or "Owners" shall refer to the record owner, whether one or more persons or entities, his, her or its heirs, successors and assigns, of any right, title or interest in or to the Property or any part thereof.
2. "Tract" or "Tracts" shall refer to the real property, or a part of the real property, defined as "Property."

DECLARATION OF AGREEMENTS

3. For purposes of site plan review for shoreline modification, or approval by the City of Austin, Tract One and Tract Two, shall be constructed as a unified development/single site. Any modifications of Tract One and Tract Two shall be construed as shoreline modification to a single site, requiring review of Tract One and

Tract Two, in accordance with the provisions of the City Code, as amended. This section applies to, but is not limited to, the extent of impervious coverage, parking and landscaping of the site area.

4. This Restrictive Covenant is not a conveyance of an interest in real property to the public or any governmental body.

ENFORCEMENT

5. Any Owner or the City of Austin shall have the right to enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Restrictive Covenant
6. If at anytime the City of Austin fails to enforce this Restrictive Covenant, whether or not any violations are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

MODIFICATION OR TERMINATION

7. This Restrictive Covenant may be modified, amended, or terminated only by the joint action of both (a) the Director of Watershed Protection and Development Review Department, and (b) all of the Owners of the Property at the time of such modification, amendment, or termination. Such joint action shall only become effective after it has been reduced to writing, signed by the Director of Watershed Protection and Development Review Department of the City of Austin or its successor department and filed in the Travis County Real Property Records.

EXPIRATION

8. This restrictive covenant shall expire upon the expiration of the site plan SP-05-1281-DS, as filed in records of the City of Austin, Watershed Protection and Development Review Department.

CONFORMITY WITH ALL APPLCABLE LAWS

9. Nothing in this Restrictive Covenant shall be construed as requiring or permitting any person or entity to perform an act or omission in violation of any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this agreement, which may require or permit such a violation, shall yield to the law, regulation or requirements.

OBLIGATIONS TO RUN WITH THE LAND

10. The obligation of Owner created in this agreement runs with the land as described as the "Property" defined above.

SEVERABILITY

11. If any part of this Restrictive Covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.

Executed by the Owner, this _____ day of _____, 2005.

By: Elkhorn South Trust

Brian Wood, Trustee

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2005, by Brian Wood, Trustee, Elkhorn South Trust.

Notary Public in and for the State of Texas
My Commission Expires: _____

ACCEPTED: CITY OF AUSTIN

By: _____
Name: _____
Title: _____

AFTER RECORDING, RETURN TO:

City of Austin
Watershed Development and Development Review Department
P.O. Box 1088
Austin, Texas 78767
Project Name Rockcliff Boat Dock
Attn.: John McDonald, Project Manager
Case No.: SP05-1281-DS

#12

LAWEYERS TITLE & ABSTRACT CO.
File # 7-21925-89

702

DOC. NO.

FILM CODE

89101359

00004541168

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROCKCLIFF ESTATES

10:54 PM 067.

7.00 INDEX
2 2 11/22/89
891013.59-DOCS
151.44-CHK

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Amendment is made this the 22 day of November, 1989,
by ROCKCLIFF ESTATES, a Texas general partnership, acting herein
by and through James D. Gressett, Trustee and George Murfee, its
Managing Partners ("Declarant").

R E C I T A L S:

A. Declarant imposed certain covenants, conditions and restrictions upon all lots in ROCKCLIFF ESTATES SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 85, Pages 177A-177B, Plat Records of Travis County, Texas, and in ROCKCLIFF ESTATES P.U.D., a planned unit development in Travis County, Texas, according to the map or plat thereof recorded in Volume 85, Pages 177C-177D, Plat Records of Travis County, Texas, (the "Property") by Declaration of Covenants, Conditions and Restrictions for Rockcliff Estates recorded in Volume 9031, Page 673, Real Property Records of Travis County, Texas, as modified by Declaration of Covenants, Conditions and Restrictions for Rockcliff Estates recorded in Volume 9680, Page 902, and recorded in Volume 9730, Page 786, respectively, Real Property Records of Travis County, Texas, (the "Declaration").

B. Section 9.02 of the Declaration provides that the Declaration may be amended by Declarant so long as Declarant holds a majority of the votes of the Association (as therein defined), and as of the date hereof, Declarant does hold a majority of such votes.

C. Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as hereinafter set forth, and the Property shall be held, transferred, sold, conveyed, used and occupied subject to the Declaration as hereby amended, and such covenants, conditions and restrictions shall constitute covenants running with the land, and shall inure to the benefit of, and be binding upon, the Owners as defined by the Declaration, to wit:

1. Section 1.10 of the Declaration defines "Common Areas" to mean any portion of the Property designated by Declarant as a common area for the primary benefit of the Owners. On the subdivision plat of Rockcliff Estates P.U.D., a certain portion of the property covered by such plat are referred to as Common Area and P.U.E. No. 3 (Boat Dock Facility). Declarant hereby states and declares that the reference to said portion of the Property as Common Area and P.U.E. No. 3 (Boat Dock Facility) was not intended to be, and was not, a designation of such portion of the Property as a "Common Area" under Section 1.10 of the Declaration, and in fact, Declarant has not as of the date hereof, designated any portion of the Property as a "Common Area" under Section 1.10 of the Declaration, although Declarant expressly reserves its rights to do so at any time hereafter as contemplated and authorized by the Declaration.

2. Notwithstanding the provisions of paragraph 1 above, Declarant does hereby amend the Declaration, to the extent such amendment may be required, to provide that lot referenced on the subdivision plat of Rockcliff Estates P.U.D. as Common Area and

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11070 1743

P.U.E. No. 3 (Boat Dock Facility) is not, and shall at no time in the future be, a "Common Area" for purposes of the Declaration, and that said lot shall for all purposes under the Declaration be considered as a "Lot" as defined in Section 1.14 of the Declaration. The Owners and Association shall have no rights, title, interest, duties or obligations with respect to said Lot. Without limiting the generality of the foregoing, it is expressly provided that the provisions of Sections 1.10, 1.28, 5.04(A)(1), 5.04(C), 5.04(F), 5.05(B), 5.05(J), and 6.01 shall not apply to said Lot.

3. Declarant does further amend the Declaration to provide that Lot 6 of Rockcliff Estates P.U.D. shall not be subject to the provisions of Sections 3.01, 3.07, 3.09, 3.12, 3.16, 3.19, 3.20, 3.22, 3.24, 3.25, 7.12 or 7.15 of the Declaration so that the provisions of said Sections shall not apply to said Lot, and said Lot shall be held, transferred, sold, conveyed, used and occupied free and clear of the provisions of said Sections, but shall otherwise be subject to the other provisions of the Declaration.

4. Except as expressly amended and modified hereby, the terms and provisions of the Declaration shall continue in full force and effect, and the same are hereby confirmed, ratified and approved.

EXECUTED this the 22 day of November, 1989.

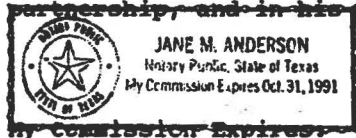
ROCKCLIFF ESTATES, a Texas general partnership

By James D. Gressett
James D. Gressett, Trustee,
Managing Partner

By George Murfee
George Murfee, Managing Partner

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on November 22, 1989, by James D. Gressett, Trustee, Managing Partner of ROCKCLIFF ESTATES, a Texas general partnership, on behalf of said partnership, and in his capacity as Trustee.



Jane M. Anderson
NOTARY PUBLIC, State of Texas
Print Name: _____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on November 22, 1989, by George Murfee, Managing Partner of ROCKCLIFF ESTATES, a Texas general partnership, on behalf of said partnership.

Jane M. Anderson
NOTARY PUBLIC, State of Texas

My Commission Expires:

Print Name: _____



FILED
NOV 22 1989 4:39 PM
DAVID P. [unclear]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED in the Volume and Page of the
General RECORDS of Travis County, Texas, on

NOV 22 1989



[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11070 1745