

MEMORANDUM apprepriation and the for contraction and which

Parks and Recreation Board Members TO:

Prenis Williams, Acting Director FROM:

Parks and Recreation Department

DATE: February 20, 1990

New Agreement with Capitol City Trap and SUBJECT: the state of the class and the state of

Skeet Club

The Capitol City Trap and Skeet Club has facilities located on approximately 70 acres in the northwestern corner of Walter E. Long Metropolitan Park. The Club developed and operates the facilities under a 15-year agreement with the City which began in 1978. The Club has operated under the agreement at its present location for 11 years with no problems.

The Board of Directors of the Club recently voted to pursue grant funding from the Texas Parks and Wildlife Department to make several repairs and improvements to their facilities. Existing facilities include an access road, parking, a clubhouse, two trap fields, three skeet fields, one combined trap and skeet field, and three storage buildings. Proposed improvements include repair of the access road, addition of a classroom to the existing clubhouse, and addition of one shooting field.

PARD staff has reviewed and approves the proposed improvements to the facilities. However, staff will want to review final plans prior to construction. The master plan for Walter E. Long Metro Park allows continued use of the park area as a shooting range, and the Safety Office has determined that the new shooting field can safely occur at the present site.

PARB Members New Agreement with Capitol City Trap and Skeet Club February 20, 1990 Page 2

The grant program is a result of the General Appropriation Act (H.B. 656, 67th State Legislature) which provides funds for construction and improvement of public shooting ranges. Ranges must be located on land owned by the shooting club or organization, or else have a minimum 25-year use agreement for the land on which they are located, in order to qualify for the grant funding. The Capitol City Trap and Skeet Club is now in the 12th year of its 15-year agreement with the City. Since the Club is located on public parkland, it will need a new agreement with the City in order to qualify for the funding.

Attached to my memorandum is a draft new agreement between the City and the Club, followed by a packet of information about the Club which includes the existing agreement. The most significant change in the new agreement is in the term which is for 15 years with one ten (10) year option for renewal. Another important change is the requirement that all major improvements or expansion of the Club facilities must be approved by the City prior to construction. The City's ability to terminate the agreement both with cause and with no cause is retained.

The Club's grant application deadline was January 31, 1990. However, Texas Parks and Wildlife is aware that the Club and the City have not yet renegotiated the use agreement, and has given the Club until April 1, 1990 to do so.

RECOMMENDATION: Approve the draft new agreement between the City and the Capitol City Trap and Skeet Club.

Prenis Williams, Acting Director Parks and Recreation Department

PW:SC Attachments

PARKLAND IMPROVEMENT AND MANAGEMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement, made and entered into this ______ day of ______.

1990, by and between the City of Austin, Texas, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called City, acting by and through Camille Cates Barnett, Ph.D., City Manager, thereunto duly authorized do to do, and the Capitol City Trap and Skeet Club, a non-profit organization organized under the laws of State of Texas, hereinafter called Capitol City, acting by and through William Suhanin, President, thereunto duly authorized so to do:

WHEREAS, an agreement has existed between the City and Capitol City since 1978 which has allowed Capitol City to develop and operate a trap and skeet shooting facility on 70 acres in the northwestern corner of Walter E. Long Metropolitan Park; and,

WHEREAS, Capitol City wishes to make further improvements to their facility with assistance from a Texas Parks and Wildlife grant; and,

WHEREAS, such grant requires that Capitol City have an agreement of at least 15 years with an option to renew for up to 10 years; and,

WHEREAS, the City of Austin desires to allow Capitol City to make those improvements following the City's approval of improvement plans; and,

WHEREAS, the City and Capitol City desire the development and use of that portion of the Park to be governed by written agreement; and,

WHEREAS, it is in no way the intent of the parties that this agreement be a lease or other alienation of the Park premises; and,

WHEREAS, the City of specifically retains the ability to regulate the hours and days of operation of the facilities as well as the fees to be charged for the use of the facility to the general public; and,

WHEREAS, the parties desire to insure that the general public shall have continued access to the premises for their use and enjoyment; NOW, THEREFORE,

WITNESSETH: That for and in consideration of the mutual promises hereinafter set forth and the benefits to be received, the parties hereto covenant and agree as follows:

I.

The City shall allow Capitol City to use an approximately seventy (70) acre tract of land, near the northwest corner of Walter E. Long Metropolitan Park, exact location specified by the Austin Parks and Recreation Department, for the development and operation of trap and skeet shooting facilities, a small bore rifle range and archery ranch.

II.

The clubhouse and outbuildings shall be used for recreation and educational programs for Capitol City members, hunter safety classes, and for the general public. Any indebtedness accrued during the use of the property by Capitol City shall be the liability of Capitol City and Capitol City will hold the City free and clear of any claims arising therefrom. The facilities and ground will be maintained by Capitol City and all improvements for operations by Capitol City will be solely at the expense of Capitol City and no expense whatever to the City. All major improvements or expansion must first be approved by the City. Capitol City agrees to diligently and expeditiously pursue grant funds from Texas Parks and Wildlife for use in improving existing facilities.

Capitol City facilities will be open to the public and Capitol City groups for recreational use; educational events such as hunter safety training, firearm safety, marksmanship training, archery training; and for registered competition matches. All reservations for use of the facilities shall be made through the office of Capitol City with supervised hunter safety classes having priority. All reservations of the facilities shall be considered as closed functions not open to the general public unless specified otherwise by the organization making the reservation. Reservation fee and general use fees to organizations and individuals other than Capitol City members shall be set by the Director of Parks and Recreation with the approval of the City Council of the City. The days and hours of operation shall be subject to the approval of the Director of Parks and Recreation.

IV.

Membership in Capitol City shall be open to the general public. All requirements for membership shall be subject to approval by the Director of Parks and Recreation.

V.

Capitol City shall be permitted to operate a concession stand for shooting supplies, food and beverages. All proceeds received from the concession are to be used by Capitol City for operation and maintenance of the facilities.

VI.

This agreement may not be assigned, either in part or in whole, by a party hereto without the written consent of the other party. Should Capitol City disband, dissolve or become inactive, this agreement shall become void and all rights and privileges affected hereby shall revert to the City and any permanent improvements hereafter placed on the grounds by Capitol City

shall become the property of the City, or at the discretion of the City the area shall be restored to its condition at the time of the agreement at the expense of Capitol City. All movable property shall remain the property of Capitol City. In the event such property is not removed within 30 days of termination, the City may take possession of such property without any liability or obligation to Capital City.

VII.

Capitol City shall be solely responsible and held liable for any injuries or deaths to persons on the premises during the term of this agreement and shall accordingly obtain adequate insurance coverage at its own expense. Capitol City agrees to procure and thereafter keep in full force and effect before commencing operation, a public liability and property damage insurance policy in the amount of \$1,000,000, with the City as an additional insured. Members of Capitol City shall in no way be deemed to be employees of the City of Austin by virtue of their working at the premises in question.

VIII.

Capitol City shall be responsible for providing restrooms at the subject premises.

Restrooms utilized shall comply with local or state requirements as applicable.

IX.

If any time the City of Austin should determine that the operations in question are found to be unsafe, the City Manager of the City of Austin may direct that the operations cease immediately and not resume until such time that Capitol City can assure the City of Austin that the said operations are being operated in a safe manner.

Capitol City agrees to maintain its status as a member of the Amateur Trapshooting Association, National Skeetshooting Association and the National Rifle Association and the failure of Capitol City to so do shall constitute grounds for termination of this agreement.

XI.

This Agreement shall be for a term of fifteen (15) years from the date of execution subject to renewal for one ten-year period. This agreement supercedes the prior agreement between the parties and may be cancelled at any time prior to expiration date by either party. The City agrees to furnish written notice 180 days prior to the effective date of termination if the termination is made with cause. If the agreement is terminated without cause the City agrees to provide a one-year written notice.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first written.

THE CITY OF AUSTIN

By _______
Camille Cates Barnett, Ph.D.
City Manager

ATTEST:

City Clerk

CAPITOL CITY TRAP AND SKEET CLUB

By ______ William Suhanin President STUART STRONG, MANAGER PARD PLANNING AND DESIGN PO BOX 1088 AUSTIN, TX 78767

STUART:

IN APRIL 1990, FUNDING WILL BECOME AVAILABLE UNDER THE GENERAL APPROPRIATION ACT, H.B. 656, 67th Texas State Legislature for construction and improvement of shooting ranges. The Board Of Directors of Capital City Trap & Skeet has voted to pursue a part of this funding in an effort to address current and future maintenance and participant needs at the current facility located on Lake Walter E. Long at 8707 Lindell Lane.

ENCLOSED YOU WILL FIND THE FOLLOWING DOCUMENTS:

- -GOAL STATEMENT
- -CERTIFICATE OF INCORPORATION
- -GENERAL DESCRIPTION OF THE AREA
- -USER STATISTICS
- -INSURANCE INFORMATION
- -CURRENT LEASE COPY
- -Map OF Existing Site & Proposed Improvements & Changes

ON 12/06/89, I REVIEWED PART OF THIS PROPOSAL WITH MEMBERS OF PARD PLANNING STAFF IN WHICH IT WAS AGREED THAT PARD HAS NO FUTURE, LONG RANGE PLANS FOR THE AREA, BUT, THAT THE REQUEST TO RENEW THE LAND LEASE FOR 25 MORE YEARS WOULD HAVE TO BE RENEGOTIATED FOR A LESSER PERIOD OF TIME. IN RESPONSE TO THIS, TEXAS PARKS & WILDLIFE DEPARTMENT HAS AGREED TO CONSIDER OUR APPLICATION IF WE HOLD A LAND LEASE OF 15 YEARS WITH A 25 YEAR LAND USE OPTION.

Upon review of this information, I would appreciate any response and support that you may lend to this proposal based on our mutual desire to facilitate the public and meet user needs.

THANK YOU FOR YOUR TIME AND ATTENTION.

SINCERELY,

TIM BUNKLEY, CLUB MANAGER CAPITAL CITY TRAP & SKEET

CAPITAL CITY TRAP & SKEET RANGE FUNDING GOALS

- 1. To promote hunter safety and firearm training.
- 2. To provide the City Of Austin and Travis County residents with a safe and accessible recreation/training facility.
- 3. To sponsor and promote training for youth, adults, and Sr. Citizens in responsible firearm safety through our non-profit organization, and;
- 4. To support the broader concepts of conservation sponsored by Local and state government.

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The State of Texas

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION OF

CAPITOL CITY TRAP AND SKEET CLUB

The undersigned, as Secretary of State of the State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDLINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated

JUNE 8

19 79

Secretary of State



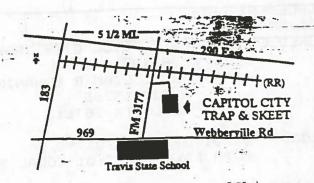
CAPITAL CITY TRAP & SKEET SHOTGUN RANGE FACILITY INVENTORY/USER INFORMATION

LOCATION:

8707 LINDELL LANE HIGHWAY 290 E. & DECKER LANE AT LAKE WALTER E. LONG

HOURS OF OPERATION:

OPEN TO THE PUBLIC 12NOON TO DARK WEDNESDAY THROUGH SUNDAY AND BY SPECIAL RESERVATION (512) 272-8456 OR 272-4707



FACILITY DESCRIPTION:

CAPITAL CITY TRAP & SKEET SHOTGUN RANGE RESIDES ON APPROXIMATELY 70 ACRES OF PUBLIC LAND OVERLOOKING LAKE WALTER E. LONG. DEVELOPED AREAS INCLUDE:

-- FOUR SKEET FIELDS

--THREE TRAP FIELDS INCLUDING DOUBLES AND INTERNATIONAL WOBBLE TRAP

-- LIGHTED FIELDS FOR NIGHT SHOOTING

-- CLUBHOUSE, REST ROOMS, AND KITCHEN FACILITIES

-- PICNIC AREAS

USER BREAKDOWN INFORMATION:

GROUPS		NUMBER	% OF TOTAL
HUNTER EDUCATION STUDENTS		60	0.2
4-H MEMBERS		700	2.4
CLUB MEMBERS		7000	24.1
COLLEGE STUDENTS	- 13	3000	10.3
LAW ENFORCEMENT OFFICERS		800	2.7
OUTDOOR EDUCATION STUDENTS	100	200	0.6
SHOOTING MATCH COMPETITORS	- d 100	6300	21.7
OTHER SEASON PARTICIPANTS		10940	37.7
	TOTALS:	29000	99.7

^{**}Number column represents total amount of rounds thrown on a yearly basis.

NOTICE OF INSURANCE - HUNTING CLUB LIABILITY MASTER FULICY HULDER - THE NATIONAL RIFLE ASSULTATION FULILY NU 1600 RHODE ISLAND AVE NW POP100 WASHINGTON . DC 20036 CUVERAGE HUMBER 7622 COVERAGE EFFECTIVE DATE 01/01/88 REPLACEMENT DATE

01/01/89

INSURED CLUB: NRA, CAPITOL CITY TRAP & SKEET

CLUB INC

C/O WILLIAM R SUHANIN

PO BOX 15245 AUSTIN TX 78761

PERIOD: 01/01/89 TO 01/01/90

BOTH DAYS AT 12:01 LOCAL STANDARD TIME

LOCATION OF INSURED PREMISES: SEE ATTACHED

LIMITS OF LIABILITY

\$1,000,000 COMBINED SINGLE LIMIT COVERAGE A - OWNER. LANDLORD. BODILY INJURY & PROPERTY DAMAGE TENANT

EACH OCCURENCE

\$1,000 EACH PERSON COVERAGE B - MEDICAL PAYMENTS

\$10,000 EACH ACCIDENT

\$250 EACH OCCURENCE COVERAGE C - PROPERTY DAMAGE

\$25 PER OCCURENCE DEDUCTIBLE

\$500 EACH DECURENCE COVERAGE D - EMERGENCY

TRANSFORTATION

COVERAGE AFFLIES TO: COVERAGE A BROAD

COVERAGE B BROAD

MINIMUM PREMIUMS: COVERAGE A \$375.00

> COVERAGE B \$50.00 COVERAGE C \$10.00 COVERAGE D INCLUDED

		RATE/MEMBER	NUMBER OF MEMBERS	ADVANCE PREMIUM
COVERAGE	A	\$11.25	59	\$663.75
COVERAGE	B	≉1.25	59	\$73.75
COVERAGE	C	\$0.25	59	\$14.75
COVERAGE	D	INCLUDED	59	INCLUDED

TOTAL ADVANCE PREMIUM COVERAGE A.B.C.D **\$752.25** ADDITIONAL INSURED PREMIUM \$66.38 TOTAL ADVANCE ANNUAL PREMIUM \$818.63

UNDERWRITTEN BY: CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, ENGLAND

	HE NATIONAL RIFLE ASSOCIATION 600 RHODE ISLAND AVE NW	POLICY NO POP100
	ASHINGTON , DC 20036	COVERAGE NUMBER 7622
COVERAGE EFFECTIVE DATE 01/01/88		20VART RO 3771460
REFLACEMENT DATE 01/01/89 MAILING ADDRESS OF INSURE	D PREMISES: DEPT OF PARKS & F	RECREATION
	AUSTIN TX 78761	

LOCATION OF INSURED PREMISES:

8707 LINDEL LN, AUSTIN, TX

INTEREST OF INSURED CLUB: TENANT
ADDITIONAL ASSURED: CITY OF AUSTIN
AS LAND/RANGE OWNER BUT ONLY IN RESPECT OF LIABILITY ARISING FROM INSURED
CLUB ACTIVITIES AND SUBJECT TO ALL THE TERMS. CONDITIONS, AND LIMITATIONS
OF THIS INSURANCE.

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This Agreement, made and entered into this The day of December, 1978, by and between the City of Austin, Texas, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called City, acting by and through Dan H. Davidson, City Manager, thereunto duly authorized so to do, and the Capital City Trap and Skeet Club, a non-profit organization organized under the laws of the State of Texas, hereinafter called Organization, acting by and through Darryl Capparelli, President, thereunto duly authorized so to do:

WHEREAS, the City of Austin desires for a portion of Walter E. Long
Metropolitan Park, hereinafter sometimes referred to as 'Park', to be developed for
use as a trap and skeet shooting facility, a small bore rifle range and archery
range; and,

WHEREAS, the City of Austin desires to allow the Capital City Trap and Skeet Club to make those improvements; and,

WHEREAS, the City and the club desire for the club's development and use of that portion of the Park to be governed by written agreement; and,

WHEREAS, it is in no way the intent of the parties that this agreement be a lease or other alienation of the Park premises; and,

WHEREAS, the City of Austin specifically retains the ability to regulate the hours and days of operation of the facilities as well as the fees to be charged for the use of the facility to the general public; and,

WHEREAS, the parties desire to insure that the general public shall have continued access to the premises for their use and enjoyment; Now, Therefore,

WITNESSETH: That for and in consideration of the mutual promises hereinafter set forth and the benefits to be received, the parties hereto covenant and agree as follows:

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The City shall allow the Organization to use an approximately seventy (70) acre tract of land, near the northwest corner of Walter E. Long Metropolitan Park, exact location to be specified by the Austin Parks and Recreation Department, for the construction of trap and skeet shooting facilities, a small bore rifle range and archery range.

II.

The clubhouse and outbuildings shall be used for recreation and educational programs for the Organization members, hunter safety classes, and for the general public. Any indebtedness accrued during the use of the property by the Organization shall be the liability of the Organization and the Organization will hold the City free and clear of any claims arising therefrom. The facilities and grounds will be maintained by the Organization and all improvements for operations by the Organization will be solely at the expense of the Organization and no expense whatever to the City.

III.

The Organization facilities will be open to the public and Organization groups for recreational use; educational events such as hunter safety training, firearm safety, marksmanship training, archery training; and for registered competition matches. All reservations for use of the facilities shall be made through the office of the Organization with supervised hunter safety classes having priority.

All reservations of the facilities shall be considered as closed functions not open

to the general public unless specified otherwise by the organization making the reservation. Reservation fee and general use fees to organizations and individuals other than Organization members shall be set by the Director of Parks and Recreation with the approval of the City Council of the City. The hours of operation shall be set upon the mutual agreement of the club and the Director of Parks and Recreation.

IV.

Membership in the Organization shall be open to the general public. All requirements for membership shall be subject to approval by the Director of Parks and Recreation.

V.

The Organization shall be permitted to operate a concession stand for shooting supplies, food and beverages. All proceeds received from the concession are to be used by the Organization for operation and maintenance of the facilities.

VI.

This agreement may not be assigned, either in part or in whole, by a party hereto without the written consent of the other party. Should the Organization disband, dissolve or become inactive, this agreement shall become void and all rights and privileges affected hereby shall revert to the City and any permanent improvements hereafter placed on the grounds by the Organization shall become the property of the City, or at the discretion of the City the area shall be restored to its condition at the time of the agreement at the expense of the Organization. All movable property shall become the property of the Organization. At any time the City may assume operation of the facility so long as the same or similar degree of availability of the facility is maintained.

The Organization shall be solely responsible and held liable for any injuries or deaths to persons on the premises during the term of this agreement and shall accordingly obtain adequate insurance coverage at its own expense. The Organization agrees to procure and thereafter keep in full force and effect before commencing operation, a public liability and property damage insurance policy in the amount of \$1,000,000, which shall insure the City of Austin as well as the Organization. Numbers of the Organization shall in no way be deemed to be employees of the City of Austin by virtue of their working at the premises in question.

VIII.

The Organization shall be responsible for providing restrooms at the subject premises utilizing either a holding tank or portable buildings. The type utilized shall be subject to the approval of the Director of Parks and Recreation.

IX.

If any time the City of Austin should determine that the operations in question are found to be unsafe, the City Manager of the City of Austin may direct that the operations cease immediately and not resume until such time that the Organization can assure the City of Austin that the said operations are being operated in a safe manner.

X.

The Organization agrees to maintain its status as a member of the Amateur Trapshooting Association, National Skeetshooting Association and the National Rifle Association and the failure of the Organization to so do shall constitute grounds for termination of this agreement.

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This Agreement shall be for a term of fifteen (15) years from the date of execution, subject to renewal at the end of the term by agreement of the parties hereto. This agreement may be cancelled at any time prior to expiration date by either party. The City agrees to furnish written notice 180 days prior to the effective date of termination if the termination is made with cause. If the agreement is terminated without cause the City agrees to provide a one year written notice.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first written.

THE CITY OF AUSTIN

By

Dan H. Davidsor City Manager

ATTEST:

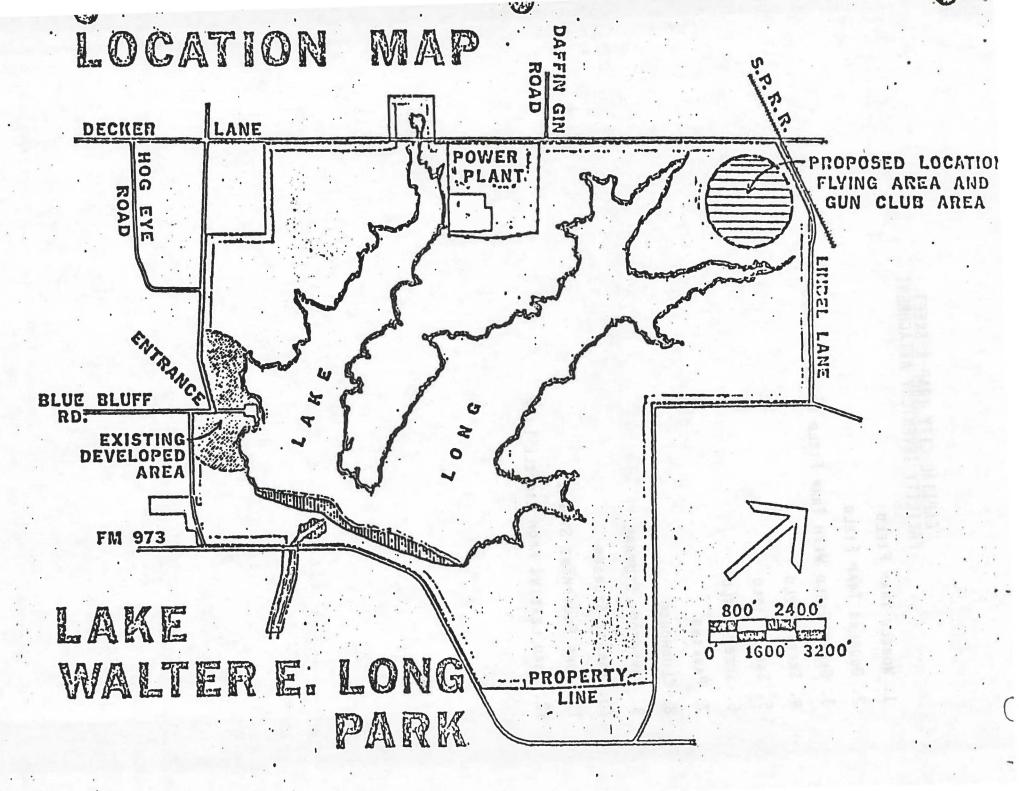
City Clerk

CAPITOL CITY TRAP AND SKEET CLUB

Ву

Darryl Capparell

President



ATTACHYENT

CAPITAL CITY TRAP & SKEET FACILITY INVENTORY ATTACHMENT

- 1. WOBBLE TRAP FIELD
- 2. DOUBLES TRAP FIELD
- 3. SKEET FIELD WITH TRAP FIELD SUPER-IMPOSED
- 4. SKEET FIELD
- 5. SKEET FIELD
- 6. SKEET FIELD
- 7. PARKING
- 8. CLUBHOUSE
- 9. INVENTORY STORAGE
- 10. TARGET STORAGE
- 11. TURF EQUIPMENT STORAGE
- 12. ROAD LEADING FROM LINDELL LANE

LINDELLLAWE DIS SING SPENDINGS SAN SPENDINGS DECKER LAWE 11 1 1 1 1 1 7 2 5 K.C.C.

CAPITAL CITY TRAP & SKEET PROPOSED IMPROVEMENTS ATTACHMENT

- 1. ROAD REPAIR: PROPER LEVELING AND GRADING OF THE ROAD WITH ADDITIONAL FILLER AND BASE MATERIAL FROM ENTRANCE AT LINDELL LANE TO INCLUDE RANGE PARKING AREA.
- 2. CLASS ROOM ADDITION: ADDITION TO EXISTING CLUBHOUSE TO ACCOMMODATE HUNTER SAFETY EDUCATION CLASSES AND OTHER CURRENT USERS OF THE RANGE FOR MEETINGS, WORKSHOPS, ETC..
- 3. Addition Of One Range: On far south end of existing fields. The location and position of this field is well within the 350 yard fall zone required.

OUR APPLICATION FOR FUNDING WILL ALSO INCLUDE THE FOLLOWING ITEMS. HOWEVER, THESE ITEMS WILL NOT REQUIRE NEW CONSTRUCTION AND ARE NOT SHOWN ON THE MAP:

- --EXTEND/MODIFY SAFETY FENCES BETWEEN FIELDS TO FURTHER ENHANCE SAFETY AND FACILITATE TARGET STORAGE.
- -- REFURBISH SKEET HOUSES AND TRAP BUNKERS
- -- REPLACE SHADE COVER ON TRAP FIELD
- -- REPLACE TURF EQUIPMENT
- --RE-BUILD TWO SKEET MACHINES AND ONE WOBBLE TRAP
- --RE-WIRING OF ELECTRICAL SYSTEM TO ACCOMMODATE NEW FIELD AND CLASSROOM ADDITIONS.
- -- UPGRADE PRESENT FIELD LIGHTING SYSTEM.

City of Austin

Founded by Congress, Republic of Texas, 1839 Municipal Building, Eighth at Colorado, P.O. Box 1088, Austin, Texas 78767, Telephone 512, 409, 2014

January 17, 1990

Mr. Tim Bunkley P.O. Box 15265 Austin, Texas 78761

Dear Tim:

Your request to extend the existing shooting range agreement at Walter E. Long Metropolitan Park has been referred to the Legal Department for advise on the procedure to be followed.

The preliminary response from the Legal Department is that the agreement can be extended but the City Council must approve the extension. The next step is to prepare the revised agreement which will be sent to Council for ' consideration.

Please contact me if you have additional questions.

Stuart Strong, Program Manager

Planning and Design

Parks and Recreation Department



MEMORANDUM

TO:

Parks and Recreation Board

FROM:

Prenis Williams, Acting Director Parks and Recreation Department

DATE:

March 8, 1990

SUBJECT: Dick Nichols Park/Beckett Road

When last reported, No grant

PARD has submitted a grant application to the Texas Parks and Wildlife Department (TPWD) for the development of Dick Nichols Park in southwest Austin. A requirement of the grant is that the park must be accessible by a public road. Beckett Road, which will provide access to the park, currently terminates at the northwestern edge of the park. Beckett Road is to be built by the developer of the adjoining subdivision, Village at Western Oaks. Although there are no immediate plans to build the subdivision, the developer has agreed to assist the City by constructing the section of Beckett Road required to access the park entrance. requires road construction to be in progress by April in order to meet the July grant award date; the developer is prepared to begin construction in March.

The developer will build a limited roadway designed to meet only the access requirements of TPWD and park users; when the subdivision is built, the full road will be finished to full City standards. In order to save costs, half the standard 44' wide road width will be built to provide park access, a temporary box culvert bridge will cross the Williamson Creek tributary and curbs will be developed on one side only.

No utilities for the subdivision are planned at this time. However, since the park must have water and wastewater service, the developer has agreed to construct these utilities as part of the road construction, with the City's participation in the cost. The funds to pay for the City's participation in the project will come from the Dick Nichols Park Development CIP account.

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Parks and Recreation Board Dick Nichols Park/Beckett Road March 8, 1990 Page 2

At the direction of City Council, staff is drafting a Community Facilities Agreement authorizing the developer to construct City standard water and wastewater service in Beckett Road to serve Dick Nichols Park. The Agreement is tentatively scheduled to go before City Council for approval on March 15th.

Staff will have more up-to-date information for you on this project during the Board meeting on March 12, 1990.

Prenis Williams, Acting Director Parks and Recreation Department

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PW:SC



MEMORANDUM

TO:

Parks and Recreation Board Members

FROM:

Prenis Williams, Acting Director, Parks and Recreation Department

DATE:

March 8, 1990

SUBJECT: Proposed Joint Meeting

Nathan Schneider, Project Coordinator for the Austin Convention Center, has requested a joint meeting of the Parks and Recreation Board and the Waterfront Planning Advisory Board on May 22, 1990. The purpose of this meeting is to present the District Design Guidelines for the Austin Convention Center. Mr. Schneider will be providing some back-up material for the two Boards before the May meeting.

If you have any questions or concerns about this proposed joint meeting, please $l\underline{e}t$ me know.

Prenis Williams, Acting Director Parks and Recreation Department

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PW:dgb