



MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Director  
Parks and Recreation Department

DATE: April 22, 1993

SUBJECT: Interlocal Agreement with Capital Metro for Use of Dillo  
Parking Lot

In 1989, the City entered into an Interlocal Agreement with Capital Metro to allow the latter use of existing City Coliseum parking for a park-and-ride Dillo lot. In exchange, Capital Metro made improvements to the parking lot and surrounding parkland at Capital Metro's sole expense. The parking lot is located at the northwest corner of Barton Springs Road and Bouldin Avenue, as shown on Attachment A. *MIKE QUIMBY*

The Interlocal Agreement expired in December, 1992. Capital Metro wishes to renegotiate the agreement for one three-year term, with an option to renew for an additional three-year term upon mutual consent of the parties.

The renegotiated agreement will allow Capital Metro the continued use of the parking lot shown on Attachment A. Within each three-year period, Capital Metro will be allowed to make capital improvements, such as landscaping, lighting, improved access and other passenger amenities, upon approval by PARD of construction plans.

As in the previous agreement, if the City terminates prior to the end of a three-year term, the total cost of the improvements made during the term will be amortized monthly over the term (i.e. for 36 months), and the City will reimburse Capital Metro for the number of months remaining in the term.

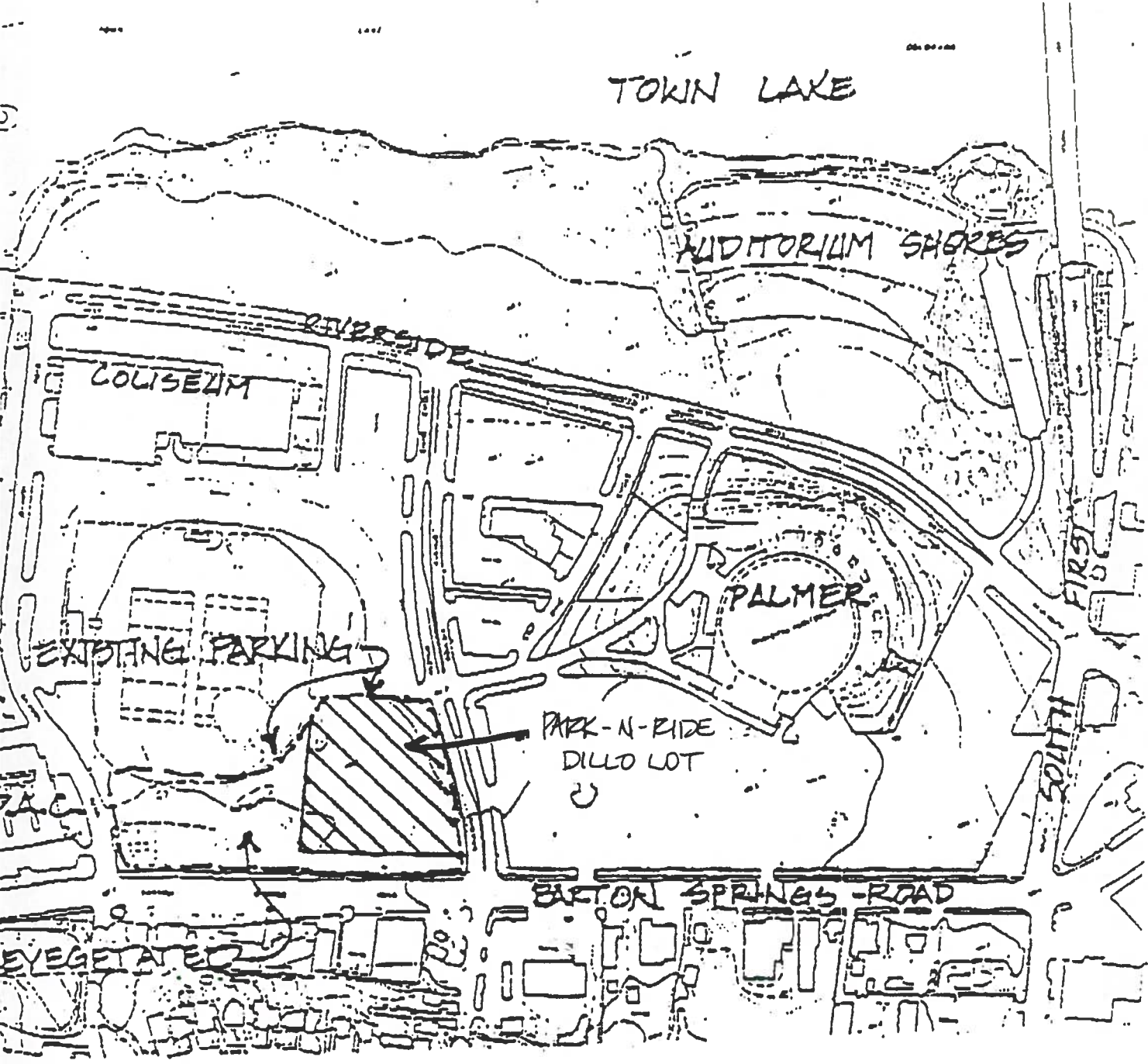
Capital Metro will be responsible for all maintenance of the parking lot. No costs to the City will be incurred by this agreement unless, of course, the City terminates prior to the end of a three-year term.

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Interlocal Agreement - Dillo Lot  
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RECOMMENDATION: I recommend your approval for the Department to renegotiate and execute an agreement with Capital Metro for continued use of the Dillo parking lot for a three-year term, with an option to renew for an additional three-year term.

*James M. Chavez, for*  
Michael J. Heitz, AIA, Director  
Parks and Recreation Department

ATTACHMENT A



↑ NORTH



**MEMORANDUM**

**TO:** Jesus Olivares, Deputy Director, Parks and Recreation Department  
**FROM:** Raul Calderon, Supervising Attorney  
**DATE:** March 3, 1993  
**SUBJECT:** City co-sponsorship of "Fellow Christians" night

You informed me that the City co-sponsors the Cinco de Mayo celebration and that this year, the planning committee provisionally voted to allow a Christian Music Night. The organization staging the event is "Fellow Christians" and the committee intends to permit the organization to collect gate receipts. The singing of Christian songs is expected and there is a possibility that there may also be some preaching.

The City's sponsorship of the Cinco de Mayo celebration results in the waiver of reservation fees and the provision of equipment and assistance by the City for the staging of the celebration. The City also provides security.

While the City may not deny the use of facilities to groups or organizations because of their religious affiliations, it may not use its resources or powers to promote religious activity. The City is prohibited from providing sponsorship or financial support for religious activity, as well as being actively involved in furthering religious interests.

I advise that should the committee insist on a Christian night as planned, the City withdraw its sponsorship and assistance.

*Raul Calderon*

Raul Calderon  
Supervising Attorney

cc: Diana L. Granger, City Attorney  
Mike Heitz, Director, Parks and Recreation Department

RC:cje  
B:MJOCINCO



## MEMORANDUM

**TO:** Parks and Recreation Board

**FROM:** Michael J. Heitz, AIA, Director  
Parks and Recreation Department

**DATE:** April 1, 1993

**SUBJECT:** Proposed Model Aircraft Flying Site in Searight Park

In early March, the Department received a joint proposal from two radio controlled model aircraft clubs to develop a flying field in the north end of Mary Moore Searight Metro Park. Each club now operates on private land and is losing its lease. A copy of their latest proposal is included as Attachment A.

### HIGHLIGHTS OF THE PROPOSAL

- o Approximately 34 acres will be needed to provide the best possible facility and to meet the safety requirements of the international Academy of Model Aeronautics (AMA), the governing association to which both local clubs belong. The attached proposal includes a map showing the location and configuration of the 34 acres.
- o Arrangements between the clubs and the City will be similar to and based upon those established for Lester Field, a model aircraft flying field in Lake Walter E. Long Metro Park. A copy of the City's agreement with the Austin Radio Control Association for development, use and maintenance of Lester Field is also included, as Attachment B.
- o Approximately 4.5 acres will require some clearing and/or grading: 1 acre for a gravel parking lot; a little over 1 acre for the flight preparation and shelter area which will be grass; and 2.3 acres for the 200' X 500' grass takeoff and landing area, a part of which may be paved in the future.
- o The remaining acreage is the overflight area, a 2000' X 700' rectangle that would require no clearing.

Parks and Recreation Board  
Proposed Flying Field in Searight Park  
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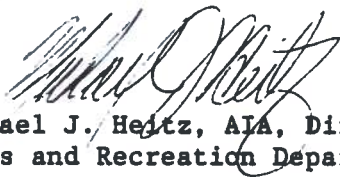
- o All costs related to the facility would be paid by the clubs. The facility would be secured by a locked gate at the entry road. The facility would be open to non-club members who agree to abide by the rules and safety standards set by both the clubs and the AMA.

**OTHER CONSIDERATIONS**

- o The City of Austin mounted police are also interested in the north end of Searight Park for stabling their horses. Representatives for both the mounted police and the model aircraft clubs have met, and have determined that a stable can still exist in the farthest north part of the park.
- o All clearing will be minimal since the site of the proposed airfield is an old pasture with few trees.
- o On April 1, 1993, notices were sent to 8 neighborhood associations in the vicinity of Mary Moore Searight Metro Park, describing the proposed facility and inviting comment from any interested party. A copy of one of the letters is included as Attachment C.

**RECOMMENDATION**

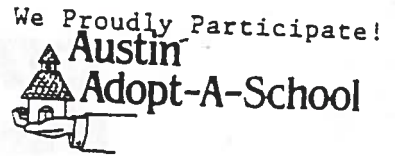
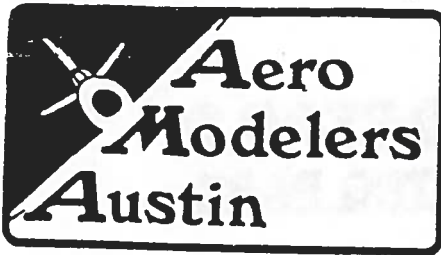
I request your approval for the Department to negotiate and execute an agreement with two model aircraft clubs (Aeromodelers of Austin and Hill Country Aeromodelers) to establish a flying field in Mary Moore Searight Metro Park.



Michael J. Heitz, AIA, Director  
Parks and Recreation Department

Attachments

# ATTACHMENT A



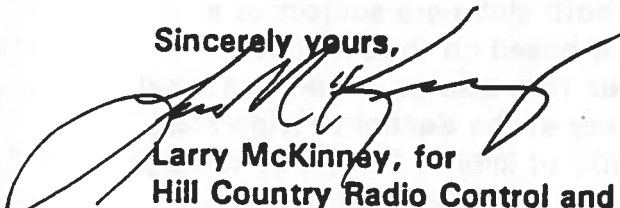
Dear Mr Strong:

The Hill Country Aeromodelers and Aeromodelers of Austin would like to request permission to develop a flying site on an undeveloped portion of Mary Moore Searight Metro Park located off Slaughter Lane in south Austin. Our organizations submitted a general proposal to the City Parks and Recreation Department for assistance in finding a flying site in early February and a specific proposal for Mary Searight Park on March 1, 1993. Both proposals provided background about our organizations, our needs, and what we had to offer. The March document provided preliminary details of what we would propose to do at the Mary Searight Park site. I have attached an additional copy of our Mary Searight proposal for consideration. You have asked for some additional details which I have provided in an attachment to this letter titled Site Development Details.

Use of our present site cannot extend beyond April 6, 1993 as it will be prepared for sale and eventual development. We were not informed of this impending action until the end of January so our time to make other plans has been short. Fortunately, the situation at Mary Searight Park would be an ideal solution to our problem and provide the basis for an excellent partnership between the City and our organizations. Because time is short I would appreciate it if this issue could be presented to the Parks Board at the earliest possible opportunity. I understand that the Board meets on April 13, 1993 and if possible we would like to have them consider the proposal at that time.

Please do hesitate to call on me for any additional information. If appropriate I plan on being at the Park Board meeting to answer any questions that might arise. Thank you for all of your assistance. I appreciate the cooperation of your staff in helping develop this idea, especially Mr. Butch Smith. I look forward to working with you on its realization. As a professional in the same field I fully appreciate the extra effort you and your staff have extended in working with us on this matter. My office number is 389-4646 and my home number is 288-4072.

Sincerely yours,



Larry McKinney, for  
Hill Country Radio Control and  
Aeromodelers of Austin

# **SITE DEVELOPMENT DETAILS**

## **MARY MOORE SEARIGHT METRO PARK**

**PARTNERSHIPS:** Both the city and the citizens of Austin interested in the sport of building and flying Radio Controlled (R/C) modeling aircraft will benefit from working together to develop a flying site at the Mary Moore Searight Metro Park in south Austin. The city can provide a facility to meet a community need at no expense or liability. It is a easy way to meet park development needs and is environmentally sensitive because most of the flying site would remain undeveloped. Basically we are proposing to plant grass in a park, and we will not only pay for the grass we will keep it mowed!!!

This is a type of partnership that has proven to work well across the country and especially in Texas. The following Texas cities, in addition to Austin, are examples of those having entered into this type of partnership: *Midland/Odessa, San Angelo, Big Spring, Texas City, Waco, Corpus Christi, and San Antonio.*

**City of Austin:** The only commitment sought from the City of Austin to initiate this partnership is to provide an appropriate site in the Searight Park. An ideal area, noted on the attached map, has been identified. It meets all Academy of Model Aeronautics (AMA) requirements for their safety code and has ample area around it to provide an additional safety buffer without impinging on other park activities.

**Hill Country and Aeromodelers:** The two flying clubs would assume all responsibilities for developing and maintaining the site. This agreement would be similar to the arrangement that now exists at the other city park site: Lester Field in north Austin. Site development would be according to city standards and phased according to available funds. Initially a runway area, 500 ft by 200 ft, would be leveled and maintained in grass. Ultimately, the field could include a 50 ft x 500 ft paved runway to be funded and maintained by the clubs and with permission of the city.

**SAFETY AND LIABILITY:** Both local clubs, Aeromodelers of Austin (AOA) and Hill Country Radio Control (HCRC) are chartered by a national organization, the Academy of Model Aeronautics (AMA). As a result both clubs are subject to a strict set of safety codes developed by the AMA and based on their national experience. Both clubs have bylaws and safety codes that also go beyond national requirements and would modify those to assure safety at the Searight Flying Field. In addition, we would insure the city with \$1,000,000 of liability insurance through the AMA. The City of Austin is currently covered by this insurance at two sites: Lester Field and Festival Beach. The latter is a flying site for floatplanes and was approved for use last year. It has no land based capabilities. R/C flying has taken place at the two Austin sites and the two private sites for a combined total of 32 years without a single insurance claim!



**SITE REQUIREMENTS AND MODIFICATIONS:** It will require about 34 acres to provide for the best possible facility and meet the safety requirements of the international Academy of Model Aeronautics (AMA), the governing association to which both local clubs belong. Very little modification of the site will be required to make it acceptable for use as a flying field. The flying site would require:

**A grass takeoff and landing area of 500 ft x 200 ft. - 2.3 acres**

The takeoff and landing area ( 2.3 acres) will require only minimal grading and leveling and no clearing as the proposed site is an already existing open field (originally a pasture). Immediately upon leveling the field will be seeded with grass. Some additional topsoil may be required but no change in grade would result as such additional material would be minimal. Once established the grass will be maintained by cutting and rolling (to the appearance much like that of a golf fairway) to a short enough height to allow flight operations.

The alignment and leveling of the takeoff and landing area will not alter or impede drainage in the area. The eastern edge of the 200 ft by 500 ft grass area will parallel the only existing and identifiable drainage course.

**Over flight area (including the field ) of 2000 ft x 700 ft. - 32 acres**

The overflight area of 32 acres ( includes the takeoff and landing area) would provide the necessary area for safe flying. The orientation of the rectangular area (2000 ft by 700 ft) positioned as proposed would preclude any flying over existing or planned developments to the south, east, and west. The proposed pasture and stable for police horses north of the site will present no problems for either activity. The only portion of that area that would be overflowed would be a pasture and any proposed stables would not be in the overflight area. One of our previous sites (now a Home Depot) was adjacent to a horse pasture for ten years without any problems and without disturbing either animals or flyers! The only clearing of the overflight area would be immediately adjacent to the north and south ends of the 200 ft by 500 ft grass field. An existing temporary haul road intersecting the south end of the takeoff and landing area provides a clear area and minimizes clearing there. The north end would require the removal only of scattered secondary growth cedar. All required clearing would entail only regrowth cedar brush (1981 aerial photos shows this area was once a cleared and contoured pasture) of diameters less than 2 inches. No oaks or other hardwoods would have to be cleared. Texas Parks and Wildlife biologists have assessed the area and there would be minimal loss of habitat value and no endangered species concerns under this development proposal.

## **Flight preparation and Parking Area - 2 acres**

The flight preparation and shelter area (1 acre) will be grass and require only minor leveling if any at all. Our need is for an open area immediately adjacent to the flying field where members assemble models and prepare them for flight. The shelter would be an open three sided structure approximately 20 ft by 20 ft to provide shade, temporary storage of radios, etc. No permanent storage on the site is planned. Port-o-Let toilets will be provided and maintained on site by the club. A parking area (1 acre) composed of crushed limestone base material will be provided to accommodate an estimated maximum of 20 cars (weekends) and 2 to 5 cars at other times. Access to the site would be controlled through a locked gate. An existing screen of trees between the site and the road will hide it from view. No clearing would be necessary to prepare this area other than minor leveling and rolling.

**TYPICAL ACTIVITIES:** The membership of the two clubs has averaged between 120 and 200 members over the last 5 years. Age range is between 12 and 82 and the average age falls between 35 and 40. Our members come from all walks of life: from engineers at Motorola to physicists at the University of Texas, to biologists at Texas Parks and Wildlife. We have many retired members and about 25% of our registered membership participates through family memberships. On the whole we are a pretty good cross-section of Austin.

On a typical weekend from 15 to 20 members would be present at the field from about noon to late afternoon. Rules allow only 4 models in the air at a time. All models are required to have mufflers and with the position of the field flying models would be difficult to discern from auto noises in the northern end of the park even when one was flying at the southern-most edge of the overflight area. Park users in the southern end of the park (ball fields and trail users) would not hear them. Vehicles passing the site on the road would likely not notice them as the site is hidden both visually and audibly by the screen of existing trees between the field and the road.

Special events like Adopt-a-School (please see original proposal for details) would bring from 40 to 60 grade school students to the field twice a year for a field trip and demonstrations. An annual club meet would likely attract 100 or so flyers from around the state for a weekend event.

**CONCLUSION:** Presently there is only one site in Austin where local citizens can pursue their sport of flying radio controlled (R/C) model aircraft. That site is Lester Field, adjacent to and north of Decker Lake. There is no equivalent site in south Austin where there is a growing participation in this sport. Currently there are two clubs sponsoring these activities and each has a flying site. The two existing sites

are on private lands and access to them will be lost by this summer. One site is in the process of being sold and the other will soon be developed as a subdivision.

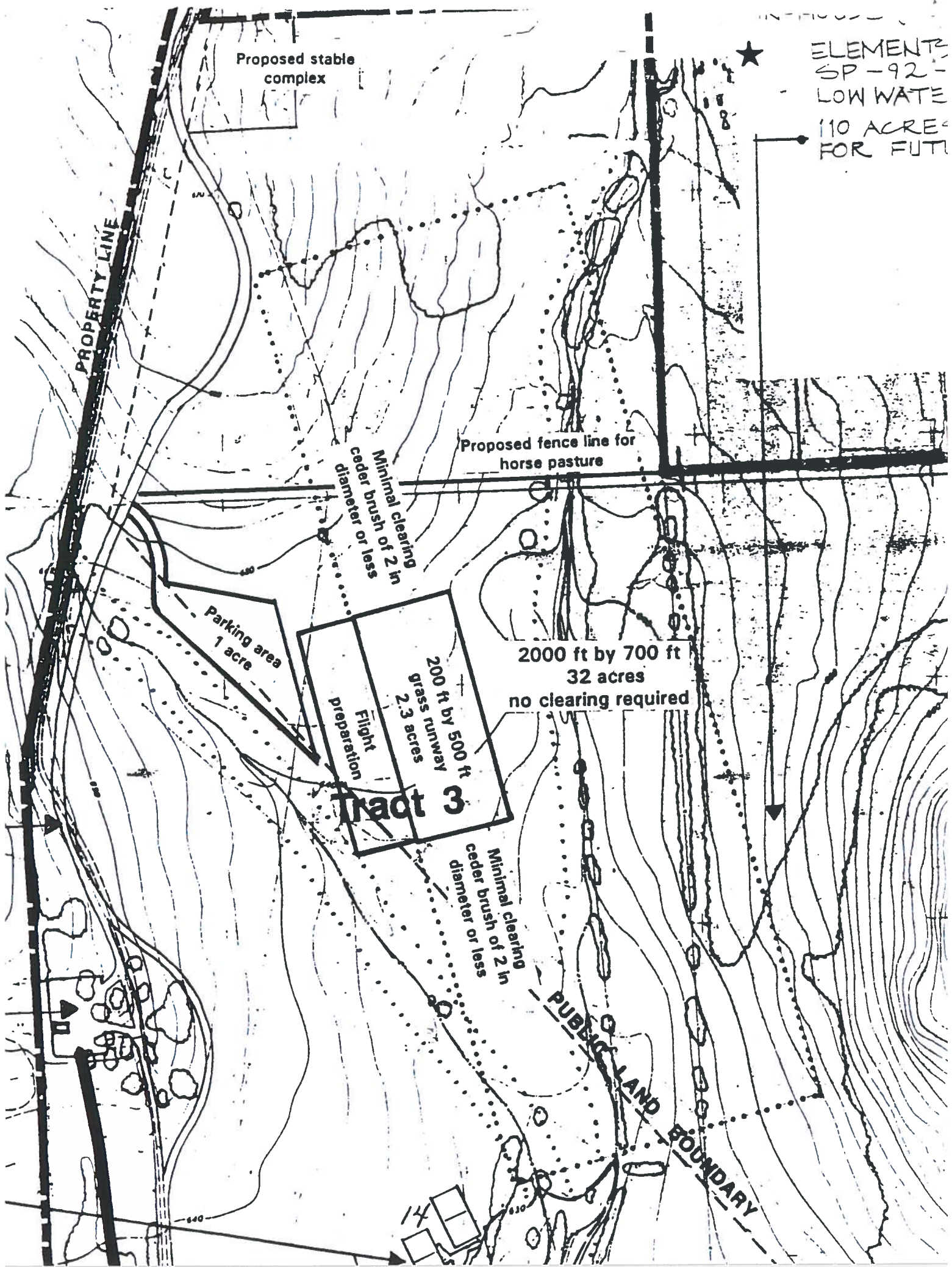
The proposed partnership is an excellent example of the city and citizens working together to meet a community need. As stated initially we are proposing to: Basically plant grass in a park, and we will pay for the grass and keep it mowed!!! The two organizations are ready and willing to move forward as quickly as possible to make this project a reality. As of April 6, 1993 we will have no flying site so we are asking consideration as soon as possible so we can resume our sport. If any additional information is needed do not hesitate to call on the individuals listed on the next page for answers. Thank you for your time and consideration of this proposal.

**Please contact either of the following individuals for additional information**

**Aeromodelers of Austin  
Larry McKinney  
14020 N. Green Hills Loop  
Austin, Texas 78737  
(512) 389-4636 or 288-4072**

**Hill Country Radio Control  
Ralph de Clairmont  
2401 Toulouse Drive  
Austin, Texas 78748  
(512) 282-2100**

ELEMENTS  
SP-92-  
LOW WATER  
110 ACRES  
FOR FUTURE



PROPERTY LINE

Proposed stable complex

Proposed fence line for horse pasture

Minimal clearing of cedar brush of less diameter or less

Parking area 1 acre

Flight preparation

Tract 3

200 ft by 500 ft grass runway 2.3 acres

2000 ft by 700 ft 32 acres no clearing required

Minimal clearing of cedar brush of less diameter or less

PUBLIC LAND BOUNDARY

# ATTACHMENT B

THE STATE OF TEXAS

COUNTY OF TRAVIS

I  
I  
I

This Agreement, made and entered into this 7th 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 Austin Radio Control Association, a non-profit organization, formed to promote the sport of flying radio controlled model aircraft, hereinafter called the Association, acting by and through Charles H. Neuenschwander, 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 radio controlled model aircraft flying field; and

WHEREAS, the City of Austin desires to allow the Austin Radio Control Association 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:

I.

The City shall allow the Association to develop and use an approximately thirty (30) 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 purpose of flying radio controlled model aircraft.

II.

The Association agrees to pay all costs related to the construction, maintenance, and management of a radio control flying field. Any indebtedness accrued in relation to the development, maintenance, or management of the flying field shall be the liability of the Association, and the Association will hold the City free and clear of any claims arising therefrom. Field improvements shall include a paved runway and ramp area, spectator fence, rest rooms, parking lot, road and associated support facilities. The parking lot and road will be surrounded by a vehicle barrier consisting of posts and stranded cable, to prevent unauthorized access to other parts of the park. The Association agrees to install a gate at Lindell Lane, which will remain closed and locked at all times the field is not in use. All improvements must be approved by the Director of Parks and Recreation.

III.

Subject to approval by the City Council the flying field will be operated according to rules and safety standards established by both the Association and the Academy of Model Aeronautics, a national organization governing sporting model aviation in the United States, hereinafter called AMA. Use of the field will be limited to members of the Association, who must also hold a current AMA license.

Non-members holding a current AMA license may use the flying field subject to the payment of a fee to be set by the Director of Parks and Recreation, with the approval of the City Council of the City. Non-members must also agree to abide by the rules and safety standards set by both the Association and AMA. Out-of-town or transient flyers, holding a current AMA license, may use the flying field as the guest of a member, at no cost, unless an entry fee is specified for a contest or other special event. The flying field shall be open on weekdays for three (3) hours prior to sunset, and from noon until sunset on weekends, weather conditions permitting.

IV.

Membership in the Association shall be open to the general public. Each member must hold a current AMA license, and pay all fees established by the Association, subject to approval by the Director of Parks and Recreation.

V.

The Association agrees to maintain its status as an AMA chartered club and the failure of the Association to so do shall constitute grounds for termination of this agreement.

VI.

The Association 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 Association. Members of the Association shall in no way be deemed to be employees of the City of Austin by virtue of their working at the premises in question.

VII.

If at 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 Association can assure the City of Austin that the said operations are being operated in a safe manner.

VIII.

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 Association disband, dissolve or become inactive, this agreement shall become void and all rights and privileges affected hereby shall revert to the City, and any improvements on the grounds made by the Association 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 this agreement at the expense of the Association. At any time the City may assume operation of the facility as long as the same or similar degree of availability of usage of the facility is maintained.

IX.

This agreement shall be for an indefinite period of time. If the agreement is terminated by the City with cause, the City agrees to furnish written notice to the Association 180 days prior to the effective date of the termination of the agreement. If the agreement is terminated by the City 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.