



MEMORANDUM

TO: Parks and Recreation Board

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

DATE: June 3, 1993

SUBJECT: Arts and Recreation Subcommittee Appointments

The Parks and Recreation Board is required by ordinance annually to appoint three members to serve on the Arts and Recreation Subcommittee. The Subcommittee serves as the appeals panel for cultural contractors appealing the Arts Commission's funding recommendations. It is composed of seven members, three members of the Parks and Recreation Board, three members of the Arts Commission, and one at large member appointed by the City Council.

The Arts Commission is scheduled to make funding recommendations by June 15, 1993. Once the deadline for filing appeals has passed, the Subcommittee will then meet to review the filed appeals and conduct a hearing on granted appeals. The meeting and hearing are tentatively scheduled for July 7th and 8th and it is necessary that the PARB representatives to the Subcommittee be present in order for there to be a quorum to meet. Last year 10 appeals were filed, 5 heard and three were forwarded to the Commission and Council for further review.

Parks Board members who served last year were ErmaLinda Cruz-Torres, Eleanor McKinney, and Sterling Lands. This year the Arts Commission has appointed Maxine Barkan, Sharon Watkins, and Valerie Menard, as their representatives to the Subcommittee, and the City Council is scheduled to act on their appointment at the first Council meeting in June. I am requesting that the Parks and Recreation Board elect three representatives no later than the June 22nd meeting.

Carolyn D. Nelson

for Michael J. Heitz, A.I.A., Director
Parks and Recreation Department

MJH:AD



M E M O R A N D U M

TO: Members of the Parks and Recreation Board

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

DATE: June 1, 1993

SUBJECT: Northtown MUD - Proposed Consent Agreement Amendments

Northtown MUD is a 1224 acre project located in the northeast Austin area, just east of the Howard Lane/IH 35 intersection as shown in Attachment A. The Pflugerville Joint Venture that originally signed the Consent Agreement was dissolved in 1989, and the assets, apparently including the Consent Agreement, transferred to Milburn Investments, Inc. (MII).

Over the years, most of the land within the District has either reverted to the original owners or to lending institutions. MII owns a relatively small portion of land within the District at this time, but is the only active developer. The proposed amendments discussed below are proposed to bring MII into compliance with the Consent Agreement so that the District can have its first bond sale to reimburse MII for its investments made to date.

PROPOSED AMENDMENTS

In response to the District representative's proposed changes to the parks and recreation requirements of the Northtown MUD Consent Agreement, we have suggested the alternatives described below. We will provide the District's response and any other updated information to you during your June 22, 1993 meeting.

Parkland Requirements

According to the current Consent Agreement (excerpts shown as Attachment B), the Pflugerville Joint Venture (succeeded by MII) was to have dedicated a 46 acre park to the District within one year of confirmation of the District, a milestone long past. This park comprises the largest amount of developable parkland in the entire Northtown MUD park system (as shown on the District land plan), and was intended to have been the major park for the whole development. Most of the remaining parkland is floodplain.

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Northtown MUD
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MII does not own the land on which the 46 acre park lies, so MII cannot dedicate it to the District. The District's representative has proposed to eliminate the requirement for early dedication of the 46 acre park, and to have it dedicated as the remaining 109.1 acres of parkland will be, that is, "in segments as adjacent property is platted." Experience with this method of dedication is that small parcels are dedicated in piecemeal fashion over long periods of time, which is acceptable in many cases.

In this case, however, where homeowners purchased homes with the idea of soon having a major park in their development, we have suggested the following alternative for parkland dedication. When a developer initiates any development activity on a land parcel within Northtown MUD, that developer will dedicate all parkland within the developer's ownership. The timing of actual dedication will occur prior to approval of the first preliminary plan filed on any piece of the parcel. If such timing would be premature for the District, then the District could legitimately request dedication anytime thereafter.

Although this alternative will not necessarily result in the early dedication of the 46 acre park, it will result in dedication of larger park parcels earlier in the development process than under the proposed amendments. Also, the timing of dedication is more specific than "as adjacent property is platted," allowing the District to better anticipate and plan for park development.

Recreation Facility Funding

According to the current Consent Agreement, the Joint Venture (succeeded by MII) was to have expended a minimum of \$1,770,000 to build specific recreation facilities (as spelled out in Exhibit H of the Consent Agreement) on the parkland and donate them to the District, no later than the date of disbursement of proceeds of the first sale of District bonds. These funds were specifically targeted for development of the 46 acre park to include the usual park amenities and an Olympic swimming pool with bathhouse.

The District is hoping to have an initial bond sale of approximately \$1,000,000 to reimburse MII; this amount is not large enough to justify MII's having to pay \$1,770,000 at the same time for park development. The District representative has proposed to eliminate this requirement altogether. In November, 1992, the District imposed on developers a \$300 fee per water and sewer tap, for the purposes of acquiring and improving parks. The fee is supposed to recapture the \$1,770,000, and will, at the 5900th tap, or at or near build out of the entire District, if the District reaches 5900 dwelling units. The City was not consulted about the fee, and has no authority related to the fee.

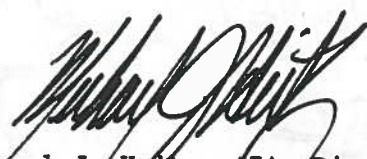
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The City does have authority related to District bond sales, however. Therefore, we have suggested that the \$1,770,000 remain tied to District bond sales, following the precedent established by the Fern Bluff Consent Agreement amendments of 1992. Specifically, we suggested that no later than the date of disbursement of the proceeds of each bond sale, the recipients of such proceeds (developer/s) donate funds to the District equal to fifteen (15%) percent of the bond issue being sold each time, until a total of \$1,770,000 in donations has been reached. The 15% will be applied to the first bond sale. A total of \$11.8 million in bond sales will have to occur to generate \$1,770,000 in recreation facility development funds. These funds will be used by the District to develop the dedicated parkland.

This alternative will result in larger lump sum funding for District park development than the \$300 fee imposed by the District. This alternative will also result in greater park funding earlier in the development process, with the aggregate of \$1,770,000 likely to be reached before build out of the entire District. In addition, this alternative allows the District sufficient lead time to rationally plan for its park development. This alternative could be in lieu of the \$300 fee imposed by the District, or could be in addition to it, at the District's discretion.

RECOMMENDATION

I recommend your endorsement of PARD's proposed alternatives to the proposed Northtown MUD Consent Agreement amendments.

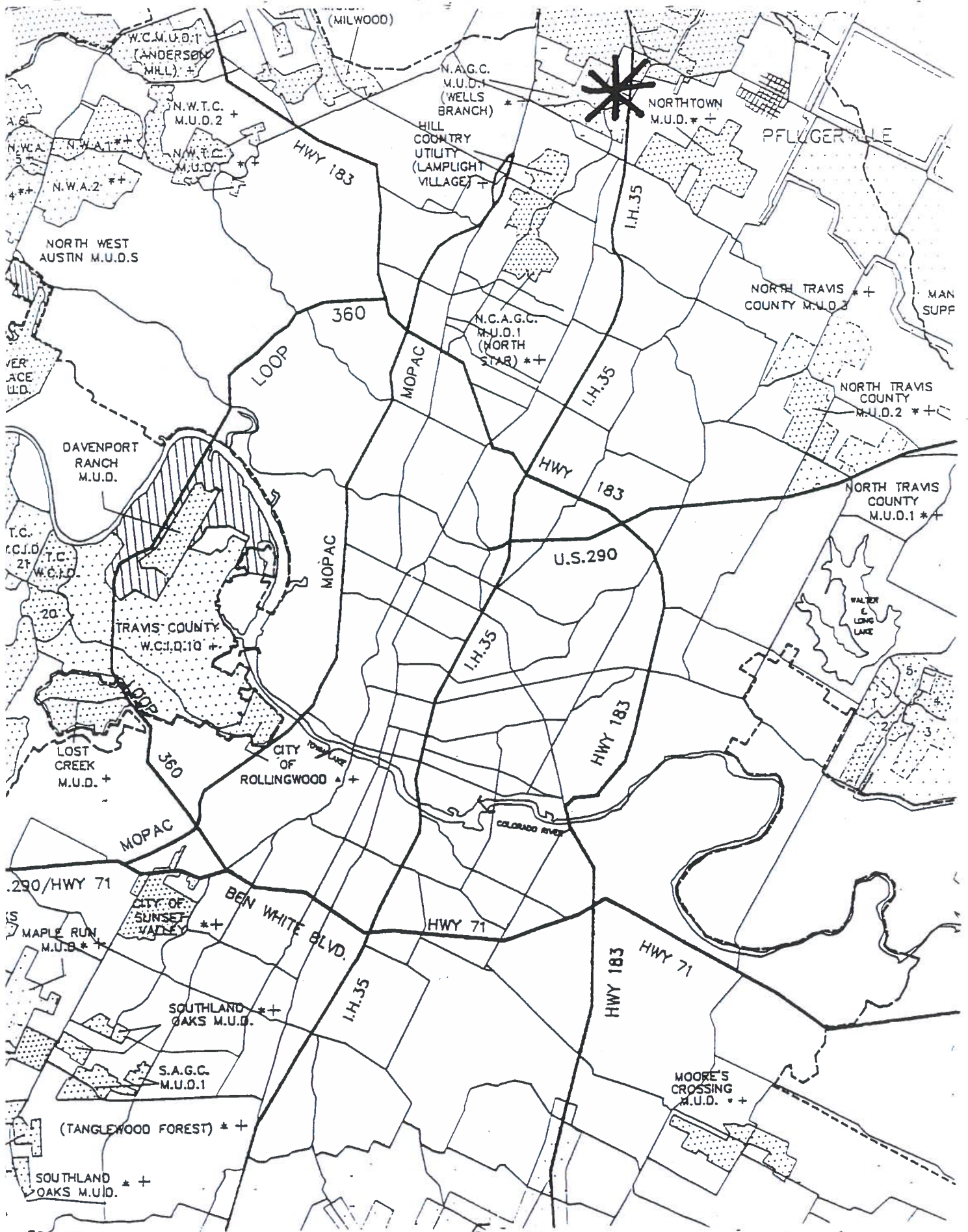


Michael J. Heitz, AIA, Director
Parks and Recreation Department

Attachment

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ATTACHMENT A



NORTHTOWN M.U.D. CONSENT AGREEMENT
PARKS REQUIREMENTS

ATTACHMENT
B

C. All subdivision plats of the property shall be consistent with the land plan, which shall be updated as each section of the property is platted. The City Planning Director shall determine whether a plat is in substantial compliance with the land plan. Any person aggrieved by the decision of the Planning Director may appeal such decision by filing a written notice thereof with the City Clerk within ten (10) days of the date of such decision. The City Council shall then hold a public hearing and render a decision either affirming or reversing such decision within fifteen (15) days of the date of such notice of appeal.

D. All boundary street improvements within the District shall be constructed in accordance with applicable City policies and ordinances. The Joint Venture shall construct, at its expense, all arterial roadways within the District, the final design and alignment of which shall be approved by the Planning Commission through the subdivision process after recommendations by the Urban Transportation and Public Works Departments of the City. Further, the arterial roadways within the District shall be constructed with divided sections where adjacent land uses are residential. Dessau Road (Howard Lane) from the District's most westerly boundary west to the service road of Interstate 35 shall be fully built to urban standards and according to the City's adopted Roadway Plan, as it may be amended, at or prior to such time that enough lots receive final plat approval to increase the projected traffic counts to 2,500 trips per day on that section of Dessau Road (Howard Lane). This section of roadway shall be built under the following conditions:

- (1) The Joint Venture shall attempt to acquire right-of-way for this roadway section and then fully construct the road; or
- (2) Should the Joint Venture be unable to acquire the right-of-way, the City shall acquire the right-of-way and the Joint Venture shall construct this section as set forth above, or
- (3) Should the adjacent property owner subdivide and/or develop his property adjacent to the roadway, such property owner shall be required to construct the roadway according to the above standards.

The Joint Venture shall also dedicate to the public Sprinkle Road Cutoff right-of-way as shown on the Land Plan attached to this Agreement. Nothing in this subsection D shall be construed to preclude the Joint Venture from requesting or accepting funds from the State of Texas or County of Travis for use in connection with such roadway construction. No driveway curb cuts for single family or duplex residential property shall be permitted on arterial roadways, as defined by the City's Austin Metropolitan Area Roadway Plan. All allowable curb cuts on major arterial roadways shall be at least two hundred (200) feet apart.

E. The Joint Venture agrees to perform a preliminary stormwater detention study which shall be approved by the City's Director of Public Works, prior to approval of the first preliminary subdivision plat. The District and the City agree that should the City determine that regional drainage facilities should be constructed, the District will issue contract bonds for such facilities under Article II, Section B above and pursuant to the requirements for issuance of bonds under the Utility Construction Contract attached hereto as Exhibit "D".

* The Joint Venture agrees and covenants to dedicate, and by these presents does hereby express its intention to dedicate the following:

1. Approximately one hundred and fifty-five and one-tenth (155.1) acres of land in the District as shown on the Land Plan shall be dedicated to the District for parkland

purposes. The acreage designated on the Land Plan as District Park shall be dedicated to the District within one (1) year of confirmation of the District. The acreage designated on the Land Plan as greenbelt shall be dedicated in segments as adjacent property is platted. Provided, however, that the Joint Venture shall retain the right to use all such acreage for calculating density on other parts of the Joint Venture Development even though platted after such dedication. The Joint Venture and the Director of the City's Parks and Recreation Department shall agree on the exact location and configuration of the parkland to be so dedicated.

2. The following contributions and dedications shall be made no later than the date of disbursement of the proceeds of the first sale of District bonds.

a. A fire station site of approximately 0.8 acres and located approximately 1.5 miles east of Interstate Highway 35 and one mile north of Dessau Road (Howard Lane) shall be dedicated to the District, as shown on the Land Plan attached hereto.

b. A school site of approximately ten (10) acres shall be dedicated to the Pflugerville Independent School District as shown on the Land Plan attached hereto.

* ~~G. No later than the date of disbursement of proceeds of the first sale of District bonds, the Joint Venture agrees to construct or acquire the recreational facilities listed on Exhibit "E" attached hereto, for use within the District. The Joint Venture shall not be obligated to expend more than \$1,700,000.00 on the total facilities. Such facilities shall be established in the public parkland shown on the Land Plan and as stated in Exhibit "E". Such facilities shall be donated to the District without cost to the District after construction or acquisition of the facilities.~~

H. In the event that the District is not created, the intention and offer to dedicate expressed in Sections F or G above shall not be effective, but shall be of no force or effect.

ARTICLE XIII ASSIGNMENT OF AGREEMENT

The Joint Venture, its successors and assigns may, from time to time, transfer, convey or assign all or any part of its rights and obligations under this Agreement with respect to all or any part of the land within the District owned by it. Upon approval by the City of the assignee or assignees, which approval shall not be unreasonably withheld provided that the assignee or assignees assume the liabilities, responsibilities and obligations of the assignor under this Agreement, the party assigning its rights and obligations under this Agreement shall be released from the liabilities, responsibilities and obligations hereof to the extent of the land involved in such assignment or assignments, or to the extent otherwise approved by the City. Neither the District nor the City shall assign this Agreement without written consent of each of the other parties hereto. The Joint Venture is specifically authorized to assign this Agreement to the District upon its creation; provided, however, that such assignment shall not relieve the Joint Venture or its successors or assigns from the obligation to comply with the land use requirements and the other provisions contained herein affecting the use and conditions of sale of property within the District.

ARTICLE XIV TERM OF AGREEMENT

This Agreement shall be effective from the date of execution hereof by the City and the Joint Venture, and shall continue in effect for a period of forty (40) years from the date of the execution hereof by the District; provided, however, if the

PARKLAND FACILITIES

Olympic Pool & Bathhouse (50 Meters)	1,200,000
Multi-purpose fields (softball, soccer, football)	25,000
Basketballs courts incl. lighting & fencing (4 units)	200,000
Roads/walks/parking	200,000
Picnic area with shelter, tables, BBQ units	65,000
Restrooms (2)	40,000
Water and sewer line extensions/hose bibs	25,000
Landscaping including plant materials, top soil, etc.	<u>15,000</u>
TOTAL	1,770,000