

MEMORANDUM

TO: Parks and Recreation Board

FROM: Jesus M. Olivares, Director Parks and Recreation Department

DATE: November 20, 1997

SUBJECT: Park Improvement and Use Agreement with AISD Regarding The Mary Moore Searight Metropolitan Park Road

The Austin Independent School District (AISD) intends to build a middle school on land it owns on the western boundary of Mary Moore Searight Metropolitan Park. Currently, the AISD property does not have adequate street access and AISD has requested permission to improve and use the park road between Slaughter Lane and the school site.

At your September 9, 1997 meeting, the Board approved the concept of entering into an agreement regarding the road use, and requested the item be brought back to review details of the agreement. The proposed agreement is attached. The revisions you recommended September 9 are included. City Council approval of the Agreement is scheduled for December 18. The following is a summary of the major points of the agreement.

- AISD agrees to construct, at its sole expense, a road and trail or sidewalk from Slaughter Lane to the new middle school site, and a trail or sidewalk from the school to the existing park trail.

- AISD will submit a copy of the school site plan for PARD, review and comment at the time plans are submitted to the Department of Inspection and Development Review.

- AISD agrees to install an extension of the water line to a point in the park designated by PARD. The line will not exceed 3" in diameter nor extend more than 4000 feet from the AISD site.

Mary Moore Searight Park Road Page 2

- AISD agrees it would be beneficial to locate the school parking lot on their property in a location capable of serving both school and park users. During the design phase, AISD will accept PARD comments on the proposed parking lot location; AISD will make the final design decision.

- AISD agrees to enter into an agreement to allow use of the school parking lot by park patrons.

- The AISD contractor will be required to maintain public access to the park during regular park hours.

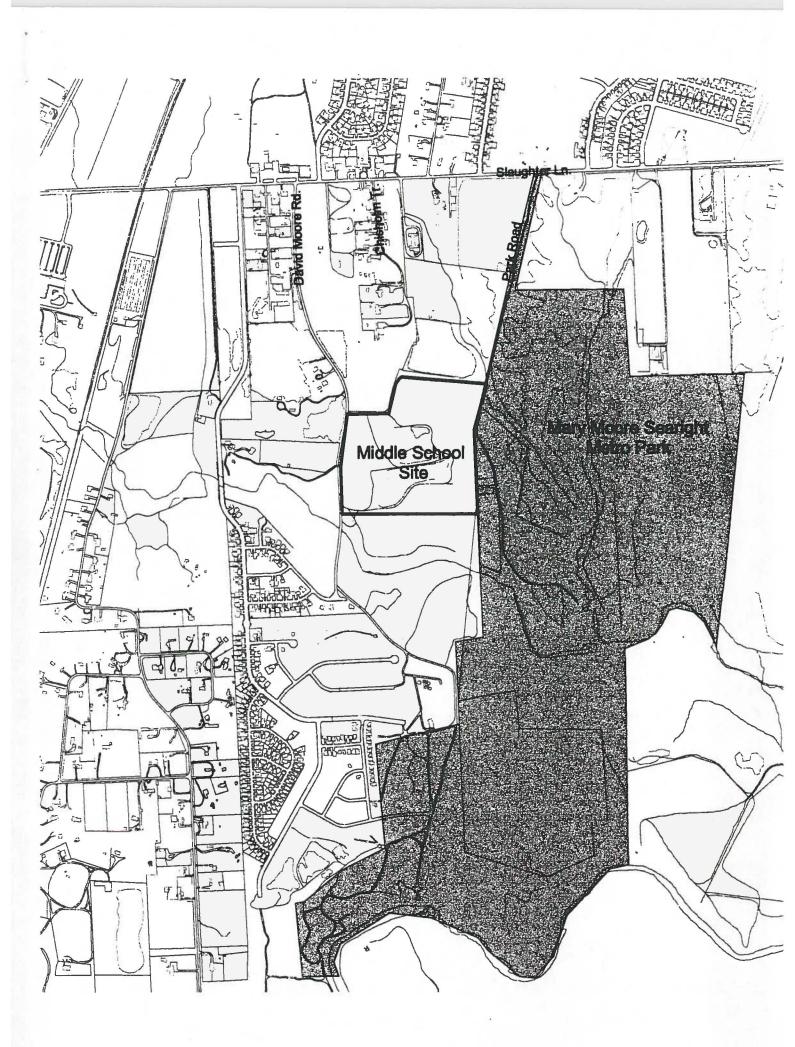
- The park property shall be restored in accordance with "Construction in Parks Specifications".

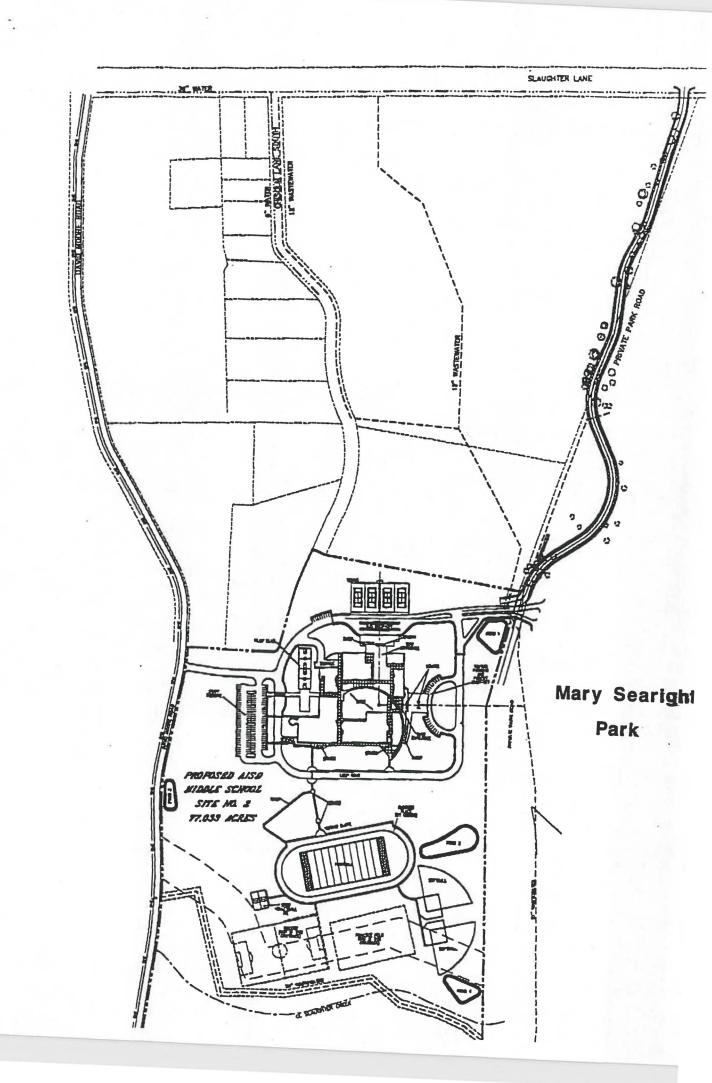
- AISD agrees to maintain, at its sole expense, the roadway on the licensed property, including striping, surface sealing and pothole repair.

Recommendation I recommend your approval of the proposed agreement.

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Jesus M. Olivares, Director Parks and Recreation Department





DRAFT 11-17-97

PARK IMPROVEMENT AND USE AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT REGARDING MARY MOORE SEARIGHT METROPOLITAN PARK

This Park Improvement and Use Agreement ("Agreement") is entered into by and between the City of Austin ("City") and the Austin Independent School District ("AISD") to be effective the _____ day of ______, 1997 (the "Effective Date").

RECITALS:

A. AISD intends to construct a middle school facility ("Facility") on an approximately 54.597 acre tract of land out of and a part of the S.F. Slaughter League Survey No. 1, in Travis County, Texas ("AISD Site") located west of and adjacent to that certain tract of land known as Mary Moore Searight Metropolitan Park (the "Park Property"), owned by the City for the benefit of its citizens.

B. AISD desires to improve and use a portion of the Park Property, which includes an existing park road, for vehicular and pedestrian access to the AISD Site from Slaughter Lane.

C. AISD is agreeable to constructing certain improvements on the Park Property that will mutually benefit the parties hereto.

AGREEMENT:

In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Term</u>. The term of this Agreement shall commence on the Effective Date hereof and shall continue until such time as the Facility is no longer occupied and used by AISD for educational purposes.
- <u>Grant of License</u>. The City hereby grants to AISD a license to use and improve that portion of the Park Property ("Licensed Property") designated on <u>Exhibit "A"</u> attached hereto for vehicular and pedestrian ingress and egress (including, but not limited to, vehicular access for construction vehicles) to the AISD Site from Slaughter Lane and for the installation, placement, maintenance and replacement of necessary underground utilities

to serve the Facility. AISD's use of the Licensed Property for ingress and egress shall be subject to City ordinances concerning park curfews.

Construction of Improvements.

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AISD agrees to construct, at its sole expense, a road on the Licensed a. Property. AISD shall also construct, at its expense, a trail or sidewalk on the Licensed Property for pedestrian and/or bicycle access to the Facility from Slaughter Lane. AISD also agrees to construct a trail or sidewalk on the southern portion of the AISD Site to connect to an existing trail system on the south end of the Park Property to allow pedestrian or bicycle access to the Facility from the south end of the Park Property. Simultaneous with AISD's submission of a site plan to the City's Department of Planning and Development for approval of AISD's plan for development on the Licensed Property, AISD shall submit a copy of said site plan to the City Parks and Recreation Department ("PARD") for its review and comment. Any PARD comments to AISD's proposed site plan shall be communicated directly to the Department of Planning and Development, and AISD will be required to make only those changes to its site plan required by the Department of Planning and Development. All AISD improvements on the Licensed Property shall be constructed in accordance with the specifications in the approved site plan. AISD agrees to follow the guidelines established in PARD's "Construction in Parks Specifications" in connection with the performance of the work on the Licensed Property.

b. In the event AISD installs a water line in the Licensed Property to serve the Facility, AISD agrees to construct an extension of the water line from the Licensed Property to such point on the Park Property as may be designated by PARD and agreed to by AISD; provided, however, such extended water line shall not be greater than 3" in diameter or more than 4,000 linear feet in length from the AISD Site.

c. AISD and the City acknowledge that it would be beneficial to both parties to locate a parking lot in a location that is conducive to use by patrons of the Park Property and suitable for use by AISD. AISD agrees that during the design phase of the Facility, AISD will advise PARD of its proposed location for its parking lot(s) on the AISD Site and will allow PARD the opportunity to comment on such proposed location. Provided, however, AISD, in its sole discretion, will make the final determination regarding the location of parking lot(s) on the AISD Site. Upon completion of construction of the Facility, if requested by the City, AISD agrees to enter into an agreement with the City to allow the use of parking lot(s) on the AISD Site by

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patrons of the Park Property (when not in use by AISD) upon such terms and conditions as may be mutually agreed upon in writing by AISD and the City.

d. All improvements constructed by AISD on the Licensed Property shall be owned by the City upon completion of construction, except that utility improvements shall belong to the City only if specifically accepted by the City.

4. <u>Temporary Construction Use</u>. The City hereby grants AISD the temporary use of ten (10) feet on either side of the Licensed Property in connection with construction of the improvements to the Licensed Property. AISD shall not use any portion of the Park Property for a staging area without the express written approval of PARD, which approval shall not be unreasonably withheld or delayed. AISD shall require its contractor to maintain public access to the Park Property during regular park hours by coordinating its work on the Licensed Property and by maintaining access to the Park Property free of obstructions or debris. Upon completion of the construction of the improvements to the Licensed Property, AISD shall restore all affected Park Property in accordance with the "Construction in Parks Specifications." AISD shall be responsible for repairing any damage to the Park Property resulting from AISD's construction of its improvements.

- 5. <u>Maintenance of Licensed Property</u>. After completion of construction of the improvements to the Licensed Property and during the term of this Agreement, AISD agrees, at its sole cost, to maintain the roadway on the Licensed Property. Required maintenance shall include striping, surface sealing and pothole repair. Should AISD fail to perform any such required maintenance, the City, upon thirty (30) days written notice to AISD, may provide the required maintenance and AISD agrees to reimburse the City for its expenses in providing such required maintenance upon written demand.
- 6. <u>Signage</u>. Upon request by the City or at AISD's election, AISD, at its expense, will install signage along the Licensed Property directing vehicles to the AISD Site and the Park Property. The location, design and size of any signs installed by AISD on the Licensed Property must be approved in advance by PARD, which approval shall not be unreasonably withheld or delayed.

7. Miscellaneous Provisions

a. <u>City's Rights to Licensed Property</u>. The right of AISD to use the Licensed Property is expressly subject and subordinate to the right of the City to construct, install, maintain, operate, and renew any public utilities

facilities, franchised public utilities, streets or park facilities on, beneath, or above the surface of the Licensed Property. Provided, however, City agrees that said uses of the Licensed Property by the City will be permitted only so long as such uses do not interfere with or destroy AISD's use of the Licensed Property or any property or improvements placed thereon or therein by AISD. In case of an officially declared City emergency, however, damage to or destruction of AISD's property in or on the Licensed Property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

Nothing in this Agreement shall be construed to limit, in any way, the power of the City to use, alter, or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the City, or its successors. The City does, however, agree to cooperate with AISD to effect the relocation of AISD's installation and improvements in the event of such use, altering or improvement of such areas and, further, to cooperate with AISD wherever possible, to effect such use, altering or improving of such areas so that AISD's operations and improvements on the Licensed Property will not be materially affected thereby.

b. <u>Default</u>. In the event that AISD fails to maintain the Licensed Property or otherwise comply with the terms or conditions of this Agreement, then the City shall give AISD written notice thereof, by registered or certified mail, return receipt requested, to the address for AISD set forth below. If AISD fails to cure such default within sixty (60) days of receipt of such notice, the City may terminate this Agreement upon written notice to AISD. Provided, however, no termination of this Agreement by the City shall be effective until the date which is two (2) years after the date of the notice, in order to allow AISD to establish alternate access to the Facility.

c. <u>Termination by AISD</u>. This Agreement as to the use of the Licensed Property may be terminated by AISD at any time by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination.

d. <u>Interpretation</u>. This Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

e. <u>Administration</u>. PARD shall administer this Agreement on behalf of the City. The Construction Management Office of AISD shall administer this Agreement on behalf of AISD.

f. <u>Application of Law</u>. This Agreement shall be governed by the laws of the State of Texas. If the final judgement of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

g. <u>Survival</u>. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration or end of the Agreement, shall survive such termination, expiration or end and remain fully performable.

h. <u>Venue</u>. Venue for all lawsuits concerning this Agreement will be in the City of Austin, Travis County, Texas.

i. <u>Assignment</u>. Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

j. <u>Attorney's Fees</u>. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney's fees and other litigation expenses from the non-prevailing party.

k. <u>Notices</u>. Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed delivered (whether or not actually received) when deposited in the United States mail, with postage prepaid, by certified mail, return receipt requested, addressed to the parties at the respective addresses set out opposite their signatures below, or to any other address within the United States as any party may hereafter specify by written notice delivered to the other parties hereto.

I. <u>No Third Party Beneficiaries</u>. AISD and the City shall have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

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Executed to be effective as of the date first set forth above.

CITY OF AUSTIN

Address:

124 West 8th Street Austin, TX 78701 Attn: City Manager

Dave		
By:		
Name:		
Title:		

AUSTIN INDEPENDENT SCHOOL DISTRICT

Address:

1111 West 6th Street Austin, TX 78703 Attn: Superintendent

SO Marries COA Ages and A way

By: _

Dr. James H. Fox, Jr. Superintendent - -

EXHIBIT "A"

DESCRIPTION OF LICENSED PROPERTY

[TO BE ATTACHED]



TO: Parks and Recreation Board

FROM: Jesus M. Olivares, Director Parks and Recreation Department

DATE:

SUBJECT: Bicycle Traffic Proposals

Three proposals were submitted to the Parks Board in August regarding measures to improve bicycle traffic in and around parks (attached). I have the following recommendations on the proposals.

1. <u>Contraflow Bike Lanes in Zilker Park.</u> Currently, bicycles may travel on Barton Springs Road but competition with vehicles leaves the bicyclists feeling unsafe. An alternative is to travel on the park roads parallel to Barton Springs Road but many park road are one-way. The Bicycle Advisory Council proposed modifying all one-way roads in Zilker Park to permit bicycles to travel two ways by striping bicycle lanes on both sides for bicycle traffic. The remaining road width would remain available to one-way car travel. The lane of bicycle traffic permitted against the flow of one-way vehicular traffic is a "contraflow" lane.

The Parks and Recreation Department reviewed the proposed contraflow lanes with the cooperation of the City's Bicycle Program Coordinator in the Department of Public Works and Transportation. The following observations were made.

- Marking bicycle lanes on both sides of a car lane in the middle of a narrow park road would create an unsafe driving situation.

- The driver of a car may look for on-coming traffic in one direction only as they enter a one-way road, endangering bicyclists traveling in the contraflow lane.

- Existing park roads do not entirely bypass Barton Springs Road; they re-enter Barton Springs before leaving the park or terminate in a parking lot. Bike path improvements to make the necessary connections would require future funding. An alternate solution is the new bike route through the park which is in design. The Zilker Loop is a funded project which will provide a new bridge across Barton Creek above the swimming pool. A new trail will proceed behind the pool and connect with the existing hike and bike trail on the south side of the creek, and to the Barton Springs Road-Robert E. Lee Road area outside the park.

I recommend against the contraflow bicycle lanes in Zilker Park, in favor of the new Zilker Loop as a safe alternative to avoid Barton Springs Road traffic.

2. Keep the Austin Nature and Science Center Road open for bicyclists use. The road through the Nature and Science Center is a one-way road from Stratford Drive to Barton Springs Road. In order to avoid Barton Springs Road, cyclists use Nature Center Drive until it is closed in the evening. The Bicycle Advisory Council requested the drive remain open to bicycle travel.

When the Center is closed, the road is blocked by a fence designed to enclose and protect the living wildlife. The U. S. Department of Agriculture, which permits exhibiting wildlife, required the City to construct a fence around the entire compound containing animals to protect the captive animals against vandalism and other animals. Before the fence was installed, the center suffered the loss of property and captive animals. The protective fence crosses the drive and is intended to exclude the public.

I recommend not opening the Nature Center Drive to traffic after closing hours.

3. Trail extension through West Enfield Park and improvements for the intersection of Enfield Road and Winstead Road. The Johnson Creek hike and bike trail is used by cyclists traveling north parallel to MoPac Boulevard. The trail ends near the Enfield-Winstead intersection. The Bicycle Advisory Council requests improvements to facilitate crossing the intersection and travel through the adjoining West Enfield Park to Sharon Lane on the north.

There is a dirt path through the park, but there are no approved funds for the improvements. I endorse the improved trail and will attempt to secure funds in the Capital Improvements Program process or from the City's bicycle program.

Alterations of the street intersection are under the jurisdiction of the Department of Public Works and Transportation; the request has been referred to the Bicycle Coordinator. The Bicycle Coordinator will evaluate the recommended changes for consistency with bicycle and vehicular safety guidelines. The Bicycle Coordinator will respond directly to the Bicycle Advisory Council.

I recommend referral of this issue to the Bicycle Coordinator.

Please contact me if you require additional information.

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Jesus M. Olivares, Director Parks and Recreation Department Proposal for Contraflow Bike Lanes on Park Roads in Zilker Park

The City of Austin needs to encourage the use of bicycles for transportation. This proposal would make bicyclists feel safer in Zilker Park, because it would allow bicyclists to legally use the roads in the park for transportation in both directions, thereby diminishing the need for bicyclists to use Barton Springs Rd. through the park.

The Bicycle Advisory Council proposes that the City of Austin modify all of the 28-foot-wide, one-way roads in Zilker Park as follows. The left side of each of these roads would be marked off with a double yellow stripe, seven feet from the left curb. The remaining 21 feet would be marked off with a single white stripe, seven feet from the right curb. Each of the curb lanes would be a designated bicycle lane.

Signs reading, "Do Not Enter," and "One Way," would be subposted with signs reading, "Except Bicycles." In addition, the Parks and Recreation Department could place signs reading, "No Motor Vehicles," where desirable.

One way lane

--Tommy Eden Chair, Bicycle Advisory Council Facilities Committee

Illustration:

Left

Curb

BIKE

LANE

Yellow

Double

Stripe

. T.

81201 DATE TO: TUAN Please handle Response for my signature Provide copy of your response For Your Information sue ton

Jesus M. Olivares - Director Parks and Recreation Department

BIKE 11 LANE Right Single Curb

White

Stripe

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Proposal to Keep Austin Nature Center Gate Open for Bicyclists' Use

The Austin Nature Center maintains a road which extends between Stratford Dr. on the north end and the frontage road of Loop 1 (Mopac) on the south end. This road has a speed limit of 5 m.p.h. It is a desirable alternative route to Barton Springs Rd. for many bicyclists. At times when access to this road is unavailable, bicyclists are likely to use Barton Springs Rd. out of necessity. The speed limit on Barton Springs Rd. is 35 m.p.h. when the flashing signals are not activated.

The road through the Austin Nature Center has a gate which is part of a ten-foot-high, chain-link fence. The gate is generally closed in the evenings, during the times when many bicyclists are on their way home from work. The Bicycle Advisory Council requests that the gate be kept open with a clearance at least six feet wide for through bicycle traffic, similar to the gate on Neils Thompson Rd. at the Pickle Research Campus.

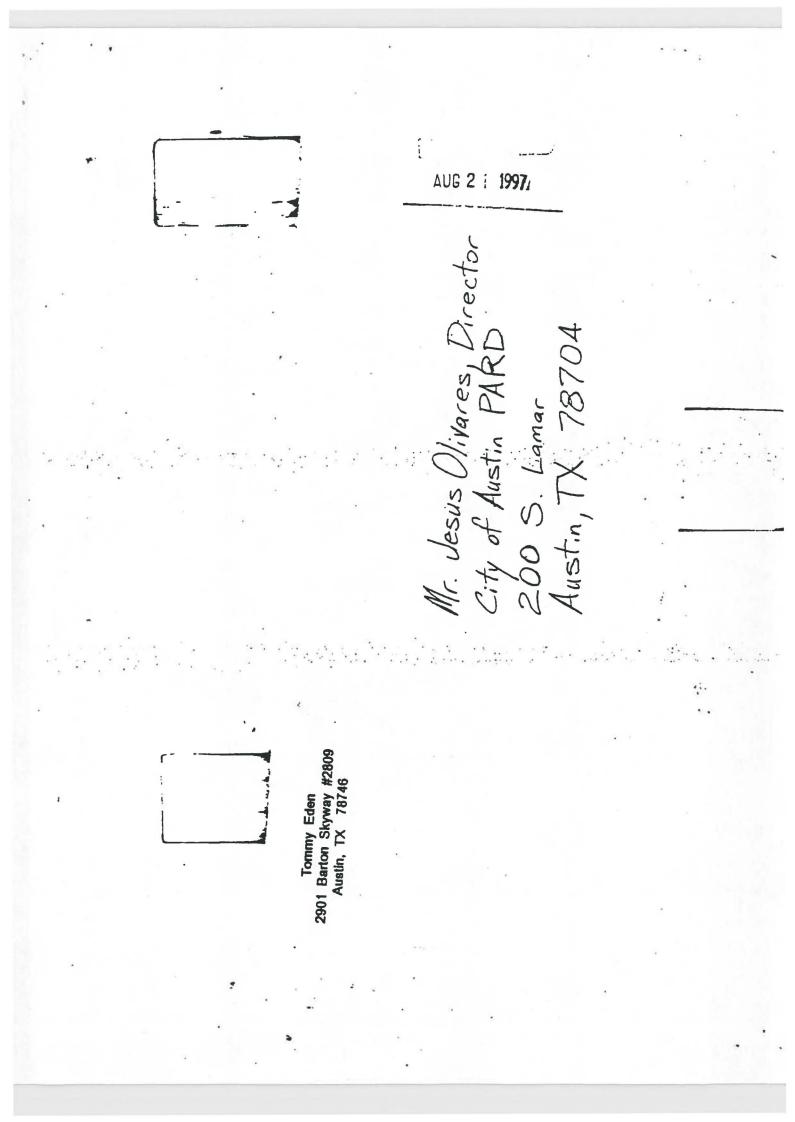
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--Tommy Eden

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Chair, Bicycle Advisory Council Facilities Committee

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This plan devised by the Bicycle Advisory Come: 1 Facilities Common Her

Recommendations for the Johnson Creek Hike and Bike Trail extension to Sharon Lane. Submitted to Stewart Strong, PARD Planning Dept.

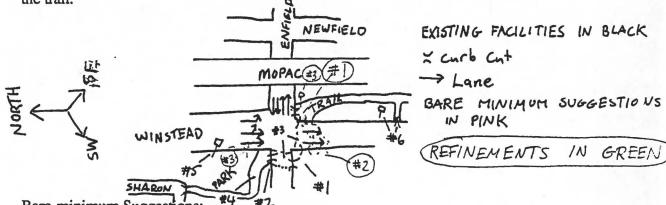
Problem: Though the Johnson Creek Hike and Bike trail offers an excellent route for cyclists traveling between the river and north-central Austin, it delivers northbound cyclists into a tough traffic situation at the end of the trail.

Suggested Solution: We would like to see this trail extended across the intersection of Winstead and Enfield, and across Westenfield Park to Sharon Lane where northbound travel may proceed normally using the road network.

The current situation: The trail begins on the SE corner of the intersection of Enfield and Winstead. Southbound bike traffic on Winstead wishing to enter the trail must occupy the center lane of Winstead, which is a left-turn/thru lane, then make a 45 degree left turn to enter the trail. There is no sign telling cyclists, who often hug the right edge of the road, of the need to take the left lane. This could cause cyclists to veer suddenly across a lane of thru traffic to reach the trail. Though the trail has curb cuts facing north and west, bicycles actually approach from the northwest and need to make last-minute course changes to enter the curb cut and then change again to proceed down the trail.

Northbound bike traffic on the trail has only two choices upon leaving the trail. First is to make a sharp right on eastbound Enfield and climb a hill among heavy traffic. Those wishing to continue northbound from here on Newfield must then take the left lane of eastbound Enfield while halfway up the steep hill. Making a left on westbound Enfield from the trail is impossible due to traffic turning from Winstead and cross traffic on Enfield. Bikes cannot make a left on Enfield from the SW corner because that corner has no curb cut facing Enfield. Winstead goes one-way southbound, so northbound travel that way is impossible. The only other option is to follow the crosswalk west, lift the bike onto the SW corner, then to cross Enfield into Westenfield Park at the NW corner, also without the aid of curb cuts. Once inside the park, bikes follow a beaten path to Sharon Lane and proceed north.

Bike traffic on eastbound Enfield has no problem entering the trail. Westbound traffic must either take the left lane, signal left, then make a hard left onto the trail, or else make a left on Winstead and hold the left lane until they reach a poorly marked entrance to the trail.



Bare-minimum Suggestions: *7

1. Emplace curb cuts on the east and north sides of the SW corner.

2. Emplace a curb cut on the south side of the NW corner.

3. Paint big, visible crosswalks between the curb cuts.

4. Lay a path with a surface smooth enough for a narrow-wheeled bicycle going from the NW corner, proceeding west through the park about 100 feet then turning north to proceed up to the curb cut at Sharon Lane. The path is already etched in the grass and should be easy to survey.

5. Place a sign on the right side of Winstead Road, north of the intersection, telling cyclists who wish to enter the trail to take the center lane.

6. Place a curb cut on the entrance to the trail 100 feet south of the intersection, clear the entrance of brush, and place a sign on the left side of the road telling cyclists of the entrance.

Suggested refinements:

1. Join the curb cuts on the SE corner so bikes approaching from the northwest may enter the trail with ease.

2. Either widen or move the proposed east-facing curb cut on the SW corner so that bikes may roll onto the curb 5-10 feet south of the SW corner. This gives drivers more room to redirect their bikes between curb cuts. Note that since Winstead is southbound only, the crosswalk may angle south without crossing a place where northbound traffic would wait at a light.

3. Emplace push-buttons for the crossing lights on the NW and SE corners that will enter requests for both of the crossing lights that cyclists will need to cross both roads. I.e., the button on the SE corner gets a light to cross Winstead and then the light to cross Enfield (without having to press a second button). The NW button calls the light to cross Enfield and also enters a request to cross Winstead immediately afterwards.

Contact: Mike Librik: 453-0438

cc: Public Works Bicycle and Pedestrian Program

Bike Prog ph # : 499-7240

INTEROFFICE MEMORANDUM

Date: 30-Sep-1997 09:43am CST From: Juan Valera VALERA_JUAN Dept: PARD Tel No:

TO: Stuart Strong

(STRONG STUART)

Subject: Bike access to the Austin Nature Center

MEMORANDUM

To:Tommy Eden, Bicycle Advisory Council Facilities CommitteeFrom:Date:Date:August 25, 1997Subject:Road Gates at the Austin Nature & Science Center

Please consider this memo as a response to your request to keep the Nature & Science Center gates open after 5:00 p.m. on most evenings.

The Austin Nature & Science Center includes a private driveway called Nature Center Drive. This private driveway is strictly for fire and delivery service uses.

In 1990, the ANSC was cited by the U.S. Department of Agriculture for not providing proper security for our living wildlife. At that time, USDA required the City of Austin and the Nature and Science Center to construct 8U fences around the entire animal enclosure to protect our animals from other animals as well as human vandals. In order to entirely enclose our wildlife, we were required to build these 8U fences across our road. The cost of the required fence additions was approximately \$8,000.

Before 1990, the ANSC suffered two burglaries with combined totals of \$30,000 i stolen equipment. Since 1990, the ANSC has had no further building break-ins. Additionally, before 1990, Bogart the Bobcat was released from his enclosure by a well-meaning animal activist. This activist was able to directly access BorateUs enclosure after hours. Bogart was found several hours later in a Rollingwood backyard eating dogfood. If a Rollingwood Neighbor had been scared of Bogart or reacted the wrong way, either Bogart or that person could have bee seriously injured. Since 1990, we have had no animal releases. The USDA citation was in direct response to BogartUs release.

For the above reasons, the ANSC cannot leave its gates open once the ANSC staff have departed our grounds. The ANSC closes between 5:00 and 6:00 p.m. daily. See attached USDA Facilities Operating Standards.



RESOLUTION

WHEREAS, The City of Austin Park System serves as an integral part of the resources of the citizens of the City of Austin, and;

WHEREAS, maintaining, encouraging and enhancing the quality of the park system is a priority of the Parks and Recreation Board and the Parks and Recreation department, and;

WHEREAS, the Park Police of the City of Austin are the principal means to ensure the quality and public safety throughout the City of Austin Park System, and;

WHEREAS, the Parks and Recreation Board has recognized the existence of salary compensation disparity between similar area law enforcement entities and the City of Austin Park Police,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF AUSTIN PARKS AND RECREATION BOARD, THAT THE AUSTIN CITY COUNCIL DIRECT THE CITY MANAGER, IN COOPERATION WITH THE DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT AND THE HUMAN RESOURCES DEPARTMENT, TO ELIMINATE THE DISPARITY IN SALARY COMPENSATION, AND BY DOING SO CREATE AND PROVIDE A CAREER ENVIRONMENT TO ATTRACT AND MAINTAIN A SUITABLE AND ACCEPTABLE STAFF OF LAW ENFORCEMENT OFFICERS TO ENHANCE THE QUALITY OF LIFE AND PUBLIC SAFETY WITHIN THE CITY OF AUSTIN PARK SYSTEM.