

## PARKLAND IMPROVEMENT AND MANAGEMENT AGREEMENT

**Date:** \_\_\_\_\_ February 2013

This Parkland Improvement and Management Agreement (the “**Agreement**”) is made and entered into by the **CAPITOL CITY TRAP AND SKEET CLUB**, a non-profit organization organized under the laws of the State of Texas (the “**Capitol City**”) and the **CITY OF AUSTIN, TEXAS**, a municipal corporation organized and existing under the laws of the State of Texas (the “**City**”).

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 (the “**Park**”); and,

WHEREAS, Capitol City wishes to make further improvements to their facility, such as walkway upgrades and ADA compliance improvements; and

WHEREAS, the City desires to allow Capitol City to make such improvements subject to City’s approval; and

WHEREAS, the City and Capitol City desire the development and use of that portion of the Park to be used as a Skeet Shooting Range to be governed by written agreement; and

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

NOW, THEREFORE, and in consideration of the premises and mutual promises, and covenants, the Parties agree as follows:

### I. TERM

This agreement will commence on the Effective Date and continue for an initial period of eight (8) years, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the initial period, the City may determine, in its sole discretion, to exercise an option to renew the agreement for up to two (2) three (3) year terms. The City will give notice of its intention to exercise such option at least 30 days prior to expiration of the initial period or option term.

### II. DESIGNATION OF CITY REPRESENTATIVE

The City designates the Director (the “**Director**”) of the Parks and Recreation Department (“**PARD**”) as its authorized representative to act on the City’s behalf with respect to this agreement.

### **III. RESPONSIBILITIES OF THE CITY**

- A. The City will allow Capitol City to use the approximately 70 acre tract of land, near the northwest corner of the Park, exact location specified by PARD and as shown on Exhibit "A" attached hereto and incorporated herein, for the development and operation of trap and skeet shooting facilities, a small bore rifle range and archery range.
- B. The City shall permit Capitol City to operate a concession stand for shooting supplies, food and beverages.
- C. The City shall establish reservation fees and general use fees for organizations and individuals other than Capitol City members by separate ordinance.

### **IV. RESPONSIBILITIES OF CAPITOL CLUB**

- A. Capitol City facilities will be open to the public and Capitol City groups for recreational use, educational use, and registered competition matches. All requirements for membership are subject to the Director's approval. Recreational use, educational use, registered competition use, and special event/reservations will be reported quarterly through Exhibit "B" attached hereto and incorporated herein.
- B. Facilities and grounds will be maintained at the sole expense of Capitol City in accordance with Exhibit "C" PARD park maintenance classification and standards attached hereto and incorporated herein.
- C. Capitol City may construct improvements, provided that Capitol City submits a request to design and construct improvements to City parks and facilities. Capitol City shall develop a scope, cost estimates, budget and funding, roles, responsibilities, design standards, engineering, safety, environmental, installation, maintenance and liability requirements for review and shall receive formal written approval and acceptance by the Director of site plan(s) and design(s) of related improvements.
- D. Upon completion, improvements shall be added and incorporated into the agreement upon the same terms and conditions as the original facilities and grounds.
- E. All reservations for use of the facilities shall be made through Capitol City with supervised hunter safety classes having priority. All reservations of the facilities shall be considered as closed functions not open to the public unless specified otherwise by the organization making the reservation.
- F. At least one trap and skeet range shall be available during operating hours for public use.
- G. The days and hours of operation are subject to Director approval.
- H. Capitol City agrees to meet and develop a program with PARD within 90 days of execution of this agreement, for joint programming of the facility. The program will be subject to annual review.
- I. All proceeds from concessions are to be used by Capitol City for the operation, maintenance, and improvement of the facilities and grounds. Capitol City shall provide a financial report to the City at least sixty (60) days after close of Capitol

City's fiscal year. Report shall include the balance sheet, profit and loss statement, income statement, statement of cash flow, and any notes related to the financial statement(s).

- J. Capitol City is responsible for providing restroom facilities at the subject premises. Such facilities shall comply with state and local health and safety requirements.
- K. Capitol City agrees to maintain its status as a member of the Amateur Trapshooting Association, National Skeet shooting Association, and the National Rifle Association. Any failure by Capitol City to maintain these memberships shall constitute grounds for termination of this agreement.

## **V. IMPROVEMENTS**

The following improvements are approved by the City for implementation at the Capitol City site and in accordance with provisions of this Agreement and Exhibit "D" to this Agreement. Full funding for these improvements is the responsibility of Capitol City. The Parties agree that the following improvements will be made over four phases with each phase being a one year project. The improvements are described below and represented in Exhibit "E" to this Agreement. Unless modified by formal written mutual agreement, all improvements will be made during the Term of this Agreement as defined in Section I herein.

Capitol City shall submit a timeline within one hundred and twenty (120) calendar days of Agreement execution with proposed milestones and completion dates for accomplishing each improvement phase. Capitol City shall notify the City should delays occur including by not limited to City of Austin department(s) permitting, reviews and approvals or weather beyond Capitol City's control that impact completion of improvements as outlined in Capitol City's timeline. Capitol City shall report progress, delays, and modifications along with Exhibit "B" Quarterly Facility Report. Adjustments to completion dates require written agreement by both the City and Capitol City. Such agreement from the City shall not be unreasonably withheld provided delays are caused by factors beyond Capitol City's control.

### **A. Phase I**

1. Shooting Station #2 – Remove and replace approximately 630 LF of existing concrete walks;
2. Shooting Station #3 – Remove and replace approximately 410 LF of existing concrete walks, this work will include widening walks to allow ADA access to all shooting points within the area;
3. Main Access Walk – Remove and replace approximately 600 LF of concrete walk along the front of all shooting stations. This work will include re-grading the area and filling voids within the sub-base of the walk;
4. Shade Pavilion Walk – Install approximately 100 SF of new walkway to provide access from the main walk to the new shade pavilion located south of the main office.

**B. Phase II**

1. Shooting Station #4 – Remove and replace 410 LF of existing concrete walks.

**C. Phase III**

1. Club Pad – Remove and replace approximately 410 LF of existing concrete walks.

**D. Phase IV**

1. Shooting Station #5 – Remove and replace approximately 360 LF of existing concrete walks.

**VI. TERMINATION**

- A. Notice of any claims of material breach, including the non-compliance of Capitol City to fulfill its deliverables as have been outlined above or due to financial circumstances and the intent to terminate this Agreement because of that breach shall be given in writing to the other Parties, identifying the breach claimed with particularity, and stating the time permitted for cure, such time to be commercially and legally reasonable. Such a notice of claim of breach is sufficient to constitute termination of this Agreement. Without waiving any legal rights, the parties agree to voluntary mediation of any disputes.
- B. City may also terminate this Agreement for convenience by providing at least sixty (60) calendar days written notice to Capitol City.
- C. City may suspend this Agreement immediately in the event of a health or safety issue at the site and such suspension shall be in effect until the health or safety issue is resolved to the satisfaction of the City. City shall provide Capitol City with written notice of any such suspension, and Capitol City agrees to comply with any suspension notice.
- D. 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. All movable property shall remain the property of Capitol City. In the event such property is not removed within sixty (60) calendar days of termination, the City may take possession of such property without any liability or obligation to Capitol City.

## VII. ASSIGNMENT

This Agreement may not be assigned, either in part or in whole by Capitol City without prior written approval of PARD.

## VIII. CAPITOL CITY PROPERTY

City shall have no responsibility of any property brought to the Park by Capitol City, its employees, agents, invitees, members, or sub contractors. Capitol City expressly releases City and its employees, officers and agents from all liabilities for any losses or damages to such property that may be sustained by reason of use or occupancy of the Park under this Agreement.

## IX. INDEMNITY

CAPITOL CITY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY CAPITOL CITY, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS OR ASSIGNS, (CAPITOL CITY PARTIES), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE CAPITOL CITY PARTIES IN THIS AGREEMENT OR IN CAPITOL CITY'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE CAPITOL CITY PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. CAPITOL CITY'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

City shall give Capitol City written notice of a Claim asserted against an Indemnified Party. Capitol City shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Capitol City of any obligations in this agreement. In no event may Capitol City admit liability on the part of an Indemnified Party without the written consent of City Attorney.

Maintenance of the insurance required under this Agreement shall not limit Capitol City's obligations under this Article. Capitol City shall require all its contractors and subcontractors to indemnify City as provided in this Article.

## X. INSURANCE

Capitol City shall maintain insurance in the following types and amounts throughout the Term(s) of this Agreement and shall furnish evidence of the insurance to the PARD at least seven calendar days before the effective date of the Agreement.

- A. Statutory Workmen's Compensation with the minimum policy limits for Employer's Liability of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
- B. Comprehensive General Liability Insurance with minimum bodily injury combined single limit of \$1,000,000 for each occurrence. Liability limits of \$500,000 for each occurrence to include Premises-Operations, Broad Form Property Damage, Personal Injury, Property Damage and Contractual Liability coverage. The policy shall also include these endorsements in favor of the City of Austin:
  - (1) Waiver of Subrogation, endorsement CG 2404;
  - (2) Thirty day Notice of Cancellation, Endorsement CG 0205;
  - (3) The City of Austin listed as an additional insured, Endorsement CG 2010.
- D. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the City of Austin:
  - (1) Waiver of Subrogation endorsement TE 2046A
  - (2) 30 day Notice of Cancellation endorsement TE 0202A
  - (3) Additional Insured endorsement TE 9901B
- E. If the insurance policies are not written for the amounts specified above, Capitol City is required to carry an Excess Liability Insurance policy for any difference in the amounts specified. 6.4.7 If Capitol City is to provide an Excess Policy, it must be in the same form as the required policy. Policy must carry the City of Austin as an additional insured. Capitol City shall be responsible for any deductible amounts stated in the policies.
- F. Capitol City shall not use space under this Agreement until it has obtained all required insurance and permits and until such insurance has been reviewed by the City of Austin Parks and Recreation Department. The required insurance must be written by a company licensed to do business in the State of Texas at the time the

policy is issued. In addition, the company must be acceptable to the City and all insurance (other than Workmen's Compensation) shall be endorsed to include the City as an additional insured thereunder.

- G. Capitol City shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until 45 days after the City has received written notice as evidenced by return receipt of registered or certified letter.
- H. Certificates of insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the operations to which insurance applies, expiration date and the above-mentioned notice of cancellation clause.
- I. City reserves the right to review the insurance requirements of this section during the term of the Agreement and to adjust insurance coverage and limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or the claims history of the industry as well as of the Capitol City.

#### **XI. CLAIMS**

In the event that any claim, demand, suit, or other action (Claim) is made or brought by any person, firm, corporation or other entity against the Capitol City or the vendor related to the Site or to products sold at the Site, Capitol City shall provide written notice of such Claim to the City's Contract Manager within two (2) calendar days of the date Capitol City or any of its employees or representatives first learned of the Claim. Notification from Capitol City shall include: the names and addresses of the person, firm, corporation or other entity making the Claim and, if known, the basis of such Claim.

#### **XII. NO RECOURSE**

No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of either of the Parties, whether in office on the effective date of this Agreement or after such date, for any claim based upon this Agreement

#### **XIII. NO JOINT VENTURE, PARTNERSHIP, AGENCY**

This Agreement will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties.

#### **XIV. MISCELLANEOUS PROVISIONS**

- A. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this contract, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this Agreement, or after the term of this Agreement, shall have any legal force or effect unless properly executed in writing by the parties.
- B. This Agreement is made, and shall be construed and interpreted under by the laws of the State of Texas and venue for any lawsuit concerning this Agreement shall lie in the City of Austin, Travis County, Texas.
- C. Regardless of the actual drafter of this Agreement, 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 any party.
- D. All official communications and notices required to be made under this Agreement shall be deemed made if sent, postage prepaid to the parties at the addresses listed below, unless otherwise specified elsewhere in this Agreement:

If to the City, to:

Director  
Parks and Recreation Department  
City of Austin  
200 South Lamar (78704)  
P.O. Box 1088  
Austin, Texas 78767

If to Capitol City, to:

President  
Capitol City Trap & Skeet Club  
P.O. Box 141277  
Austin, Texas 78724

- E. The Parties bind themselves and their successors in interest, assigns and legal representatives to this Agreement.
- F. Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile signatures appearing on the Agreement shall be as valid and binding as original signatures.

THIS Agreement is effective the date first above stated.

WITNESS our hands at the City of Austin, Travis County, Texas.

**Capitol City:**

By: \_\_\_\_\_  
Date:  
Name:  
Title:

**City:**

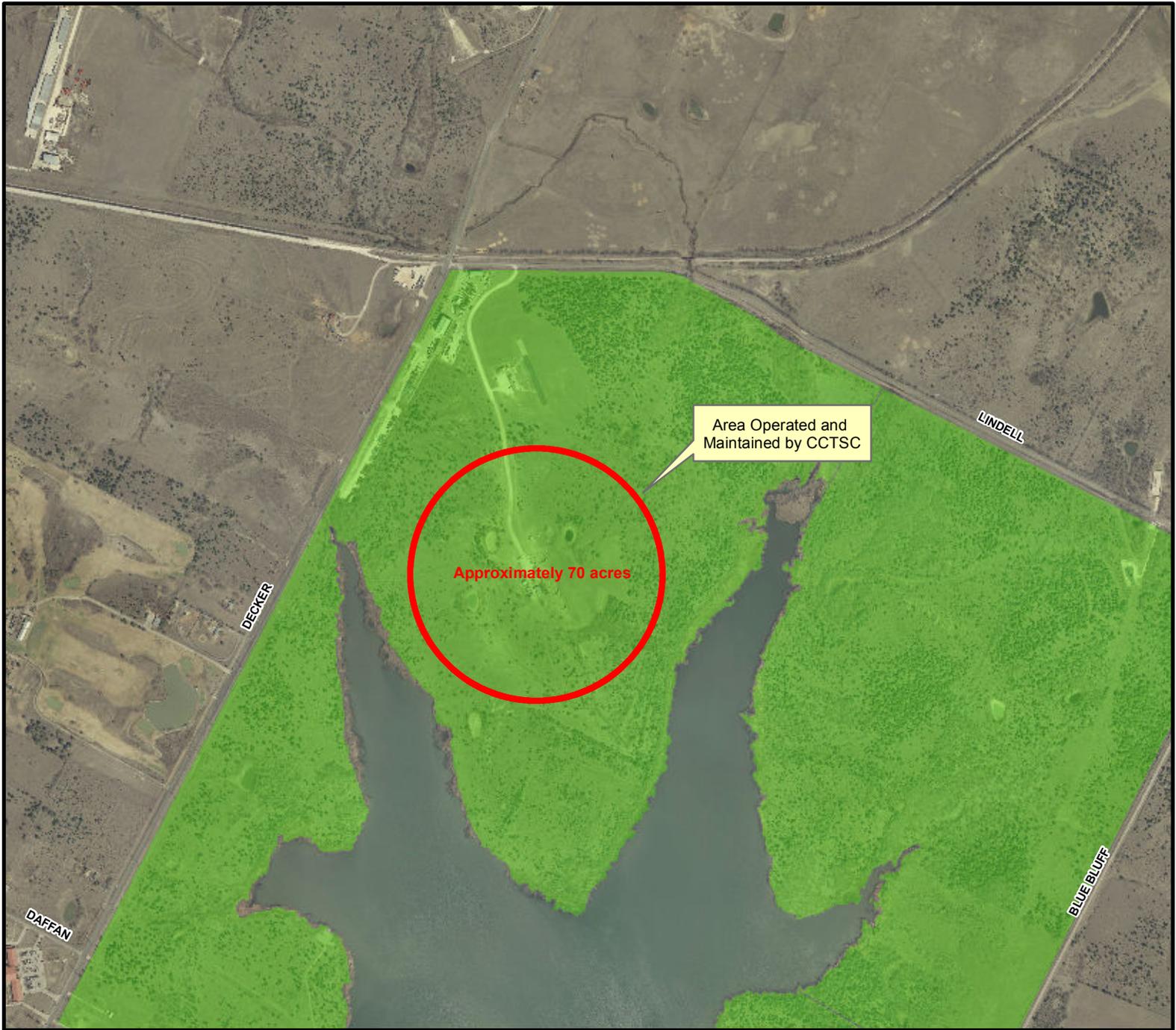
**CITY OF AUSTIN, TEXAS**

By: \_\_\_\_\_  
Date:  
Name: Marc A. Ott  
Title: City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Angela C. Rodriguez  
Title: Assistant City Attorney  
Texas State Bar Number: 24013145  
Attachments:

- Exhibit A – Trap and Skeet Facilities and Grounds
- Exhibit B – Quarterly Facility Report
- Exhibit C – Park Maintenance Classifications and Standards
- Exhibit D – Park Rules
- Exhibit E – Site Improvements



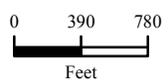
# Legend

COA PARKS

# Capitol City Trap and Skeet Club

6 November 2012 RRS

This map has been produced by the Parks and Recreation Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



City of Austin  
Parks and Recreation Department  
Quarterly Facilities Report



TYPE OF PUBLIC USE:	Quarterly # of Patrons Served	Quarterly # of Event(s) or Program(s)
RECREATIONAL USERS		
EDUCATIONAL EVENTS		
SANCTIONED EVENTS*		
SPECIAL EVENT/RESERVATIONS*		
PROGRAMMING*		
OTHER: _____		
<b>TOTAL:</b>		

\*An educational event is defined as a class, course, or workshop for safety and instructional purposes.

\*A sanctioned event is defined as an event sponsored by an authority and given authoritative approval ( i.e. see paragraph b.)

\*A special event is defined as a one-time event outside of daily operations. (i.e. see paragraph c.)

\*Programming is defined as the coordination, implementation, and delivery of a series (two or more) of operation related activities. (i.e. see paragraph c.)

**A) Describe environmentally responsible operation practices that have been implemented during the quarter (i.e. biodegradable supplies, increased recycling, building/energy efficiency improvements, etc.):**

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**B) Describe in detail educational events coordinated and held using facility grounds during the quarter (i.e. safety classes, instructional courses etc.)**

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**C) Describe in detail sanctioned events coordinated and held using facility grounds during the quarter (i.e. tournaments, school sponsored competitions, etc.)**

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**D) \*Describe in detail programming implemented during the quarter (i.e. community events, educational/environmental programs, adult camps, etc.):**

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Return to:  
City of Austin  
Parks and Recreation Department  
Attn: Contract Compliance  
200 S. Lamar Blvd.  
Austin, Texas 78704

**Grounds Maintenance Classification and Standards  
Assessment Sheet FY 2012**

<b>Lake W.E. Long Skeet Shooting Range - "Exhibit C"</b>		<b>Overall Level of the Park is - 3</b>							
<b>Park Name</b>	<b>Maintenance Tasks</b>	<b>X-Required service level</b>							
		<b>Level One</b>	<b>Level Two</b>	<b>Level Three</b>	<b>Open Space</b>				
	Turf Care					<b>x</b>			
	Irrigation					<b>x</b>			
	Playgrounds							<b>na</b>	
	Restrooms and Pavillions	<b>x</b>							
	Litter Control/Surfaces	<b>x</b>							
	Tree and Plant Care					<b>x</b>			
	Pest Management					<b>x</b>			
	Sports Fields/Sports Courts							<b>na</b>	
	Trails					<b>x</b>			
	Area/Security Lights	<b>x</b>							
	Inspection/Repairs	<b>x</b>							
<p><b>* Turf Care - The main areas of the facility are mowed on a weekly basis</b></p> <p><b>* Tree and Plant Care - Pruning of trees takes place on an as needed basis, immediately if there is a safety issue</b></p>									

**Operational Guidelines for Grounds Maintenance  
PARK MAINTENANCE Standards**

By reviewing the service level classifications found in "Park Maintenance Standards," a publication of the National Recreation and Park Association (NRPA), and adopting reasonable standards for the Austin Parks and Recreation Department (PARD). Four (4) appropriate maintenance levels are proposed as follows:

<b>Level One</b>	State of the art maintenance applied to a high quality diverse landscape
<b>Level Two</b>	Moderate level maintenance
<b>Level Three</b>	Minimum level maintenance
<b>Open Space</b>	Natural area that is not developed

<b>Turf Care</b>	
<b>Level Three</b>	Level Three is associated with locations that have low visitation and are affected by budget restrictions that cannot afford a high level of maintenance.
<b>Turf Care</b>	Grass will be mowed 14-21 days. Weed control should be practiced so that no more than twenty five percent of the surface has weeds present, at entrances only.

<b>Irrigation</b>	
<b>Level Three</b>	Level Three is associated with locations that have low visitation and are affected by budget restrictions that cannot afford a high level of maintenance.
<b>Irrigation</b>	No irrigation.

<b>Playgrounds, Water Features, Exercise Courses and Fountains</b>	
<b>Level Three</b>	Level Three is associated with locations that have low visitation and are affected by budget restrictions that cannot afford a high level of maintenance.
<b>Playgrounds, Water Features, Exercise Courses and Fountains</b>	Staff inspects all playground equipment and areas on a weekly basis to ensure the equipment is in safe, clean, operating condition and the surfacing is free and clear of hazards. Staff trained by or passed the National Playground Safety Inspector (NPSI) Program will inspect the playground equipment and area two times per year (Low Frequency).

<b>Restrooms and Pavilions</b>	
<b>Level One</b>	Level One is associated with high-traffic areas, such as high profiles city parks, public squares, community center grounds, golf courses, aquatic facilities, and other special areas.
<b>Restrooms and Pavilions</b>	Staff will clean, sanitize, and stock all restrooms at a minimum of once per day or more frequently as needs arise. This includes floors, walls, ceilings, toilets, and urinals. Staff will inspect all plumbing fixtures, lighting, and hand dryers at a minimum of once per day. Staff will clean and inspect pavilions at a minimum of once per day. Staff will clean barbeque grills, empty trashcans, sweep the area, and clean tables on a daily basis.

### Litter Control / Surfaces

**Level One** | Level One is associated with high-traffic areas, such as high profiles city parks, public squares, community center grounds, golf courses, aquatic facilities, and other special areas.

#### Litter Control / Surfaces

Parks and facilities are patrolled a minimum of once per day, seven days a week.  
Staff will check all trash receptacles daily.  
Staff will pull trashcan liners if they are over half full and install new liners.  
Extremely high visitation may increase the frequency of park patrolling and trash removal.  
Receptacles should be plentiful enough to hold all trash usually generated between servicing without overflowing.  
Staff will clean sidewalks and pavilions so that at no time is there an accumulation of sand, dirt, or leaves. This may be required daily.  
Staff will inspect trail surfaces daily for debris, erosion, and hazards.  
Graffiti on any surface will be removed with 24 hours of the incident.

### Tree and Plant Care

**Level Three** | Level Three is associated with locations that have low visitation and are affected by budget restrictions that cannot afford a high level of maintenance.

#### Tree and Plant Care

Tree Trimming: Trees evaluated annually.

### Pest Management

**Level Three** | Level Three is associated with locations that have low visitation and are affected by budget restrictions that cannot afford a high level of maintenance.

#### Pest Management

Using an integrated pest control management program, sites will be inspected annually and may be treated with pre-emergent herbicides or mechanical methods to reduce weeds and invasive species.  
Usually done when disease or insects are inflicting noticeable damage, reducing vigor of plant materials or could be considered a direct bother to the public (i.e. fire ants).  
Some moderate problems may be tolerated at this level.

### Area / Security Lights, Flag Poles, and Park Signage

**Level One** | Level One is associated with high-traffic areas, such as high profiles city parks, public squares, community center grounds, golf courses, aquatic facilities, and other special areas.

#### Area / Security Lights, Flag Poles, and Park Signage

All area and security lighting will be checked daily.  
Light pole bases and poles will be inspected weekly for indications of damage and rust.  
The lighting system, timer, and light fixtures will be checked weekly for operation.  
Flag poles will be checked weekly of ropes, cables, and flags will be replaced as needed due to wear and damage.  
Signs and support frames will be inspected weekly for loose rivets, missing text, graffiti, and wear. Signs and support frames will be replaced as needed.

**Inspections / Repairs**

**Level One**

Level One is associated with high-traffic areas, such as high profiles city parks, public squares, community center grounds, golf courses, aquatic facilities, and other special areas.

**Inspections / Repairs**

Repairs to all elements of the design should be done immediately when problems are discovered, replacement parts and technicians are available to accomplish the job.

When disruption to the public might be major and the repair is not critical, repairs should be postponed to a time period that is the least disruptive. Major components of a LEVEL ONE facility should be inspected daily. This includes restrooms, playgrounds, ball fields, sports courts, parking lots, sidewalks, and landscaped areas.



## PARK RULES

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**Purpose:** These rules are established as written guidelines for the use of City of Austin parks, wildlife preserves and recreational facilities. (Austin City Code, Chapter 8). These rules are intended to secure and preserve the fullest enjoyment of parks and recreational facilities to a wide range of park patrons. Failure to abide by these rules shall be cause for removal. The commission of offenses under local ordinances or state law shall be cause for arrest.

The City of Austin Park Ranger program was created to provide educational services, safety, and security in Austin's parks and recreational facilities. Equally important is our aim to protect and foster stewardship of the natural world. To accomplish this, the Park Rangers have been trained with a focus on emergency medical response, education, and public safety.

**Applicability:** These rules apply to and in all parks, wildlife preserves and recreational facilities or areas belonging to the City or managed by or under the authority of the City. Wildlife preserved may be restricted access facilities, open only for limited recreational uses. These rules shall not apply to City, State or Federal agents or officials in the performance of official duties.

### 1.01 USE OF PARK FACILITIES

Park facilities generally are available for public use on a first-come, first-served basis except for areas that require entrance or other fees, or that have previously been reserved.

A. Entrance or Use Fees - Patrons shall not enter or use any park area, wildlife preserve or facility for which an entrance or use fee has been established, unless each person has first paid the fee or is otherwise authorized to enter. Entrance permits or passes shall be displayed to gate or entrance attendants on request. (City Code, Sections 11-1-6, 10-1-17)

B. Reservations Fees - Patrons shall not use or occupy a facility or area for which a reservation fee has been paid, when such use conflicts with the use by persons holding the reservation. Reservations shall be made in accordance with the Department's reservation policies. Confirmation of the reservation shall be displayed on request to City employees charged with supervision or patrolling of parks.

### 1.02 OCCUPANCY LIMIT

The Parks and Recreation Department may establish and post maximum occupancies for any park area, wildlife preserve or facility.

A. Patrons shall not enter into or remain in an area or facility for which an occupancy limit has been established when such action will have the effect of exceeding the established occupancy limits.

### **1.03 ASSEMBLY**

Organizers intending to conduct assemblies or public demonstrations on parkland must provide 24 hours notice to the Parks and Recreation Department by calling the Director's office, 974-6717, if the expected crowd will exceed 60. Assemblies or public demonstrations are permissible except where such an activity will disrupt or interfere with scheduled events, or prevent or be inconsistent with the intended use of park facilities at the proposed site of assembly.

### **1.04 CLOSED AREA(S)**

A. The City Manager or his designee may close park areas, wildlife preserves or facilities to the public entry or otherwise restrict use until such time as the area or facility can be made available for public use.

B. Except in emergency circumstances, notice of closure shall be posted and patrons shall not enter closed or restricted areas.

C. Patrons shall not enter areas closed due to flooding or which are areas that are the subject of a flood ban. (City Code, Section 14-2-23)

### **1.05 DISRUPTIVE BEHAVIOR AND EJECTION FROM PARK AND WILDLIFE PRESERVE FACILITIES**

A. Patrons engaged in disruptive, destructive or hazardous conduct may be warned and asked to stop such conduct immediately by any park attendant. Under circumstances where a patron's conduct is unlawful, or poses an imminent threat of injury or prevents the public enjoyment of the park or wildlife preserve, or facility, park attendants may eject such patrons by any reasonable means, including arrest. (City Code, Section 11-1-1)

### **1.06 VENDING**

A. Persons shall not conduct the commercial sale or offer to sell any goods, wares, drinks, food or items nor render or offer to render any service for hire, at any park, wildlife preserve or facility except as authorized by contract, or permit properly issued by the Parks and Recreation Department.

B. Persons conducting charitable solicitations shall have complied with the requirements of Chapter 8-5 of the City Code.

### **1.07 METAL DETECTORS**

The use of metal detectors in City parks and wildlife preserves without a permit is prohibited.

### **1.08 ABANDONED OR UNATTENDED PROPERTY**

A. No person shall abandon a vehicle or other personal property at any park facility or wildlife preserve. Abandoned property shall be removed, impounded, and sold in conformance to City ordinances or state laws or as may be determined by the City.

B. No person shall leave a vehicle, boat, barge, or other property unattended at any park facility or wildlife preserve in such a manner as to create a hazardous or unsafe condition, or to be in violation of a park curfew. Such property may be removed to a safe place or impounded.

### **1.09 PEACE AND QUIET**

A. Patrons shall preserve the peace and quiet enjoyment of the parks and/or wildlife preserved by observing all ordinances and state laws governing noise and amplified sound.

1. Patrons shall not use offensive language, make unreasonable noise, discharge weapons or fireworks, or engage in offensive gestures or conduct constituting disorderly conduct under state law (Texas Penal Code 42.01).

2. Patrons shall not operate noise-making devices in violation of local ordinances prohibiting unreasonable noise or requiring a sound amplification permit. (City Code Chapter 10-5).

B. Patrons shall observe and comply with noise restrictions posted at individual facilities.

(Reference: Texas Penal Code, Section 42.01)

### **1.10 WEAPONS AND FIREARMS**

A. Patrons shall not carry or possess weapons or firearms while in park facilities or wildlife preserves except;

1. in those facilities where usage is appropriate,

2. as allowed by state and federal gun laws; and,

3. when otherwise authorized by the Parks and Recreation Department.

B. The use of firearms, air guns, pellet or B.B. guns, bows and arrows or projectile devices capable of inflicting personal injury is prohibited unless conducted under permit or in an authorized park facility. (City Code Sections 10-1-4, 10-1-5, 14-1-6).

C. No patron may display a firearm or other weapon at any park facility or wildlife preserve in a manner calculated to alarm or threaten anyone. (Texas Penal Code 42.02)

### **1.11 WILDLIFE**

All wildlife within the boundaries of any Austin Parks and Recreation Department park facility and wildlife preserve is protected. No person may harm, harass, hunt, trap or remove any animal, including mammals, fish insects, birds, reptiles, or other living creature from any park facility or wildlife preserve except upon written approval of the Parks and Recreation Department. (City Code 10-1-6)

This section shall not apply where fishing is permitted, by an individual in possession of a valid Texas fishing license.

### **1.12 PLANT LIFE**

All plant life within the boundaries of any Austin Parks and Recreation Department park facility and wildlife preserve is protected. Patrons shall not willfully mutilate, injure, destroy, thrash, or remove any live tree, shrub, vine, wildflower, grass, sedge, fern, moss lichen, fungus or any other member of the plant kingdom or portion thereof, except upon approval by the Parks and Recreation Department. No person shall collect or harvest dead wood or plants, or portions thereof, except upon written approval. The collecting of pecan nuts on the ground is allowed; the thrashing of pecan trees is prohibited. (Texas Rev. Civ. Statutes 6143.1)

### **1.13 NATURAL RESOURCES**

All sites, objects, buildings, artifacts, implements, and locations of historical, archaeological, geologic, scientific or educational interest of every character located in, on, or under the surface of any park facility and wildlife preserve are protected.

No person may remove, excavate, take, dig into, or destroy any site, object, building, artifact, implement or location of archaeological, geological, scientific or historical interest without having permits as required by the State of Texas Natural Resources Codes, and without having permission of the Parks and Recreation Department.

### **1.14 ANIMALS**

A. Persons bringing pets or other animals into outdoor park areas shall keep them under confinement or direct control. Leads on leashes used to control animals shall not be more than six feet long. Dogs may be allowed to be without a leash in designated areas, provided that each dog remains under immediate personal supervision and command.

B. Patrons shall not permit a pet or other animal to remain unattended or create a disturbance or a hazard.

C. No person shall permit a pet animal in the water of a swimming pool or designated swim area, and no person shall permit a pet animal, except for an animal trained in assisting handicapped or disabled persons, within the land area or beach area adjacent to the water of a swimming pool or designated swim area.

D. Patrons shall not bring into, or permit to range at any park facility or wildlife preserve, domestic fowl, horse, swine, sheep, goat, or other livestock except upon approval by the Parks and Recreation Department.

E. Patrons shall not ride, drive, lead or keep a horse at any park facility or wildlife preserve, excepted on a horseback riding trail, so designated and posted by the Parks and Recreation Department and except as authorized under contract, approved reservation or permit.

F. No person may ride a horse in a manner that is dangerous to any person or animal at any park facility or wildlife preserve.

G. Patrons shall not hitch a saddle horse to a tree, shrub, or structure in any manner that causes damage.

H. Except for an animal trained to assist the disabled, pets and animals shall not be brought into designated wildlife preserves. Trained animals utilized by employees and agents of the City of Austin in reasonable discharge of their duties are permitted.

(References: City of Austin Code, Section 3-1-3.)

### **1.15 FIRES, SMOKING, FIREWOOD OR FIREWORKS**

- A. No person may light, build, or maintain a fire on any of the Austin Parks and Recreation Department park facilities or wildlife preserves, except in a facility or device provided, maintained or designated for such purposes, or as authorized by the Parks and Recreation Department
- B. Portable camp stoves or portable barbecue grills of metal construction may be used in designated campsites or picnic areas.
- C. Campfires shall be allowed only in approved locations and under such conditions as may be prescribed by the Director or park supervisor. Campfires shall be attended at all times by an adult until fully extinguished.
- D. During periods of extreme fire hazard, the Director may prohibit or restrict fires and smoking in designated areas.
- E. No person may cut, gather, or collect wood or other combustible material at any Austin Parks and Recreation Department park facility or wildlife preserve, for use as firewood or fuel, except for material designated for this purpose by the Parks and Recreation Department.
- F. The possession or use of any kind of firework, except by permit, is prohibited in all parks and wildlife preserves.

### **1.16 CAMPING AND OVERNIGHT USE**

- A. No person may camp at any Austin Park and Recreation Department park facility or wildlife preserve, except as authorized by permit and only in areas designated or marked for that purpose. Camping is defined as:
  - 1. Occupying a designated camping facility
  - 2. Erecting a tent or arranging bedding, or both, for the purpose of, or in such a manner as will permit remaining overnight.
  - 3. Use of a trailer, camper, or other vehicle for the purpose of sleeping overnight.
- B. Camping Time limit
  - 1. To afford all the public a wider use of the Austin Parks and Recreation Department's camping facilities, continuous occupancy of camping facilities by the same person or persons in a park is limited to 14 consecutive calendar days.
  - 2. The Department may establish an alternate time limit for continuous occupancy of a facility or facilities by the same person or persons in a park, or in a designated portion of a park, when necessary to achieve maximum utilization of the park, or designated portion, by all the public.
  - 3. When a person has used the camping facilities in a park for a period of time greater than seven consecutive days and voluntarily vacates or is required to vacate the facilities, he may not again use the overnight camping facilities in the same park until a time period has elapsed between his date of departure

and date of re-entry, which time period includes a minimum time from 2 p.m. Friday until 2 p.m. Sunday. This provision shall not prevent the camp staff from re-admitting the camper if adequate camping spaces are available.

C. Persons under the age of 18 years authorized to be in a park facility between the hours of 10 p.m. and 5 a.m. shall be accompanied or supervised by an adult. The ratio of adults to minors shall not be less than one adult for every eight minors.

### **1.17 MOTOR VEHICLES**

No person may operate a motor vehicle at any park facility or wildlife preserve, except upon roads, driveways, parking areas, and areas designated open to motor vehicles except as authorized by the Department. (City Code Section 16-1-15)

### **1.18 PARKING**

A. No person shall park a motor vehicle on parkland or wildlife preserve except in designated areas, or within twelve feet of a public park road, if not otherwise prohibited.

B. No person may park store or leave a vehicle or trailer in areas posted "restricted" or with "no parking" signs.

C. A vehicle or trailer parked in such a manner as to create a hazardous or unsafe condition may be impounded, consistent with City Ordinance and State Law.

### **1.19 TRAIL USE**

A. No person may operate or use a motor vehicle, including a motorcycle, motorbike, mini-bike, or a bicycle on a trail or path not designated for the use with such vehicles.

B. On the Hike and Bike trails, bicyclist shall yield to joggers, joggers to walkers.

C. Trail users on the Hike and Bike trails should not be more than two abreast when this action will impede other traffic on the trail. Trail users should leave ample room on the trail for other users to pass safely.

D. Bicyclists should maintain bicycles in good condition and should operate them in a safe, manner at a prudent speed. All bicycles shall be equipped with a properly functioning brakes.

E. Unless otherwise posted, all portions of the Hike and Bike trails are designated as Bicycle Speed Zones and shall be identified by signage. Bicyclists shall not travel faster than 10 Miles Per Hour in areas designated as Bicycle Speed Zones.

### **1.20 ADHERENCE TO PARK SIGNS**

All persons shall comply with the signs and markers installed by the Department.

### **1.21 INSTALLATION OF WATER SKI COURSES ON CITY LAKES**

The installation of a water ski slalom course, water ski jump, or similar course(s) or device(s) on or in the waters of Lake Austin, Town Lake, or Lake Walter E. Long (Decker Lake), or the tributaries thereof, shall be only approved by the Department.

## **1.22 ALCOHOL**

Unless authorized by the director, the sale, possession with intent to sell or the consumption of alcoholic beverages is prohibited in the following areas:

1. Within enclosed areas of swimming or wading pools
2. In recreation centers and adjacent grounds
3. Within the playing boundaries of athletic fields
4. In school parks
5. In those areas designated by the Director

- Complete list of Alcohol prohibited parks

(City Code Section 11-1-4)

## **1.23 GLASS CONTAINERS**

Except as allowed below, glass containers are prohibited

1. Within enclosed areas at swimming or wading pools
2. In recreation centers and adjacent grounds
3. In school parks
4. In athletic fields
5. In those areas designated and marked by the Director
6. On any lake, river, stream, shoreline or beach

The following glass containers are allowed:

1. Glass-lined vacuum bottles and glass-lined picnic beverage coolers;
2. Baby bottles or baby food jars containing products for consumption by a baby;
3. Drug glass containers containing over the counter or prescribed drugs; and
4. Glass containers which require a deposit.

(Reference: City of Austin Code, Section 11-1-9.)

#### **1.24 PERFORMING ARTISTS IN PARKS**

Individuals may perform as artists or entertainers in any City park within the following guidelines:

- A. May not block sidewalks or in any way impede pedestrian or vehicular traffic circulation.
- B. May not be within 100 feet of existing park concessions.
- C. May set up at special events only with written permission of event organizer.
- D. Amplified sound is prohibited.
- E. Juggling of potentially hazardous materials or items such as knives or fire is prohibited.
- F. Any money exchanged should be on a "tips" or donation basis only.
- G. Entertainers should carry a copy of the letter of approval from the Parks and Recreation Department permitting their performance art. The letter is to be available on request by any park attendant or employee charged with patrolling or supervising park use.

#### **1.25 CREMATION REMAINS**

No cremation remains shall be disposed of on parkland without the expressed written consent of the Parks and Recreation Director.

#### **1.26 SPECIAL RULES FOR SPECIFIC PARKS FACILITIES**

Each park facility and wildlife preserve may develop rules and regulations that address problems specific to that facility, which shall be in writing and approved by the Director of Parks and Recreation. Patrons shall comply with all rules and regulations posted at individual facilities or for special events.

Revised: September 13, 1999

### Legend

#### PHASE 1

- Station 2: 630 LF
- Station 3: 410 LF
- Sidewalk: 600 LF
- Sidewalk to Pavilion: 100 SF

#### PHASE 2

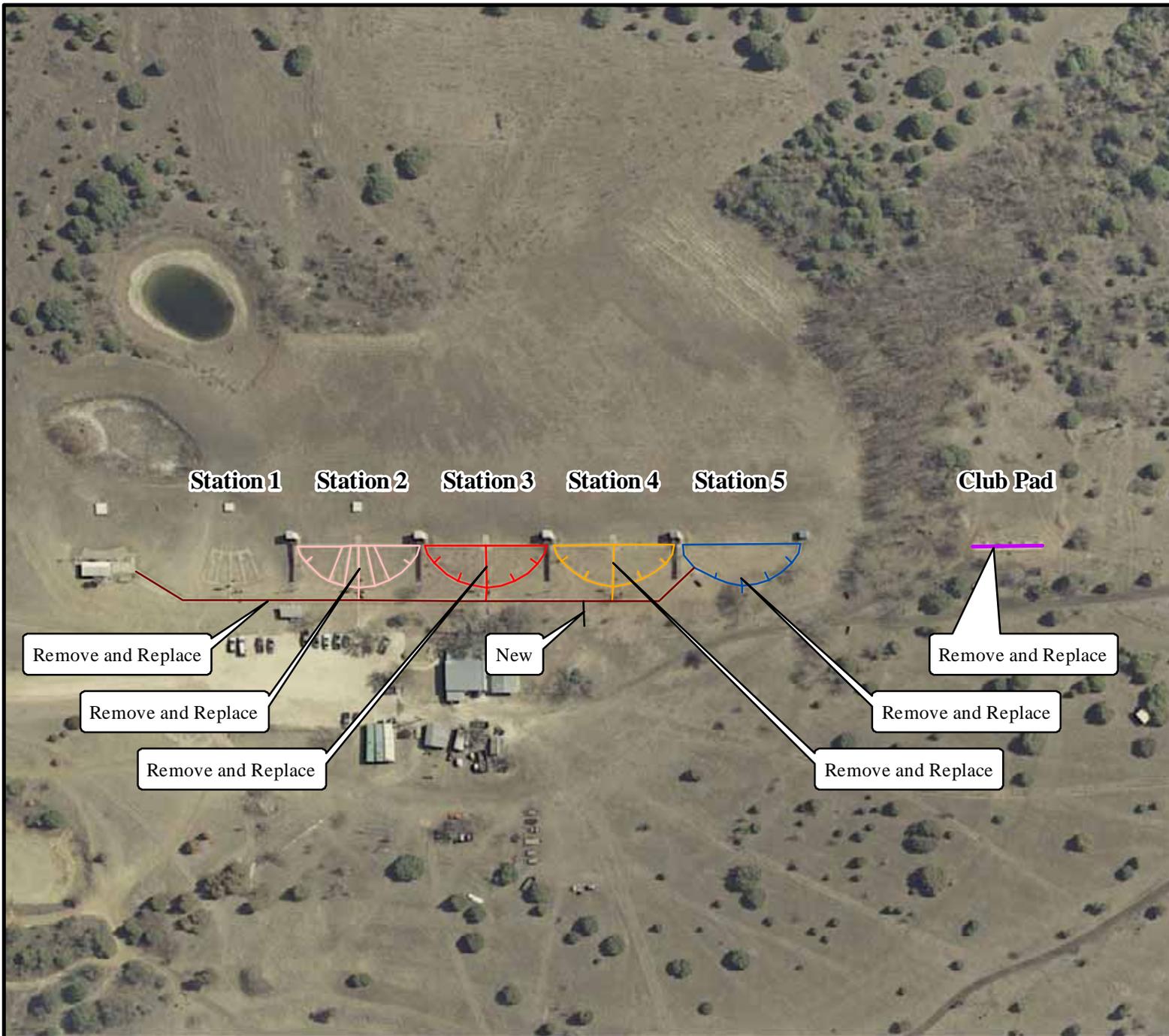
- Station 4: 410 LF

#### PHASE 3

- Club Pad: 684 SF

#### PHASE 4

- Station 5: 360 LF



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