

MEMORANDUM

TO: Parks and Recreation Board

FROM: Kimberly A. McNeeley, CPRP, Acting Director

Austin Parks and Recreation Department

DATE: August 28, 2018

SUBJECT: Camelback Planned Unit Development C814-86-023.01

The purpose of this memorandum is to provide a status update on the Camelback Planned Unit Development (PUD). The Parks and Recreation Department (PARD), finds that the Camelback PUD is superior to traditional zoning as it pertains to parks. The Parkland Dedication Operating Procedure section 14.3.9 outlines the requirements for a project to be considered superior in terms of parkland. These requirements include:

- (1) include at least 10.4 credited acres per 1,000 residents, which reflects the combined citywide level-of-service for neighborhood, greenbelt, and district parks (This amount exceeds by one acre the parkland dedication required under City Code § 25-1-602(E) that is based on a lower citywide level-of-service and includes only neighborhood parks and greenbelts.);
- (2) be developed in accordance with a plan approved by PARD; and
- (3) be dedicated to a governmental entity.

A PUD district provides greater design flexibility by permitting modifications of site development regulations. The Code reads that the purpose of the PUD is to "preserve the natural environment, encourage high quality development and innovative design and ensure adequate public facilities and services for development within the PUD."

PARD considers the Camelback PUD superior to traditional zoning as it pertains to parks. The project proposal includes the dedication of over 26.11 acres of parkland to the City, which is 16.58 acres more than the 10.4 credited park acres per 1,000 residents required by current Code. The applicant has committed to design, permit, construct, operate, and maintain the parks at its expense. The preliminary budget for the park improvements are estimated to be in excess of \$1.5 million dollars. The below items are to serve as an outline for a Park Improvement, Operations and Maintenance Agreement between the City of Austin Parks and Recreation Department and the Developer.

1. Design, Permitting and Improvement. The Owner will be responsible for design and construction of the improvements within a time frame set forth in the Agreement. Improvements may include, but are not limited to the list below:

Cliff Park

- (3) 15' x 15' shade structures/pergolas
- (25) off-site dedicated parking spaces for public use, includes ADA spaces
- Off-site public restroom, men and women, with changing stations
- Drinking fountain with dog bowl and jug filler
- (4) trash receptacles (recycling and waste)
- (4) park benches or seat walls
- 1,400 LF nature trail

- 100 LF of ADA accessible multi-modal trail to 1st cliff overlook, minimum 10' width
- Park signage—interpretive signs, park rules, etc.

Preserve Park

- Trailhead with 15' x 15' shade structure
- Drinking fountain with dog bowl and jug filler
- Trash receptacles (recycling and waste)
- Park benches
- Sidewalk connection for on street parking spaces located on West Bridgepoint Parkway
- 2,000 LF of nature trail
- Park signage—interpretive signs, park rules, etc.
- 2. **Dedication.** The Owner will dedicate the parkland after all improvements have been constructed on the parkland and prior to any residential certificate of occupancy, CO.
- 3. Maintenance. The Owner shall be responsible for maintaining the parkland based on City standards appropriate for a natural, passive park. The Owner may delegate responsibility for maintenance to a Property Owner's Association (POA) or other non-profit entity.
- 4. Management and Security. The Owner/POA shall be responsible for management and security of the parks. Both parties understand that security is critically important to the Owner and neighbors in the area and that a high standard for security will be maintained at this park. The Owner will ensure that the City of Austin's Park Use Rules are enforced at this park.
- 5. Programming and Operations. It will not be used for the private benefit of the Owner or residents in the Owner's development. The Owner/POA shall be responsible for and have the right to program and operate the park in a manner acceptable to both parties. Both parties agree that operating hours will be from 30 minutes before sunrise to 30 minutes after sunset unless an alternative schedule is otherwise agreed to by both parties. (This is an authority given to the Director 8-1-14.) Given its location on a cliff, nighttime use of the park would require lighting, which has not been anticipated by this agreement.
- 6. Concessions, Fees and Revenue. Any concession and reservation revenues generated from the park will be used by the Owner/POA only for the benefit of the park as defined in the maintenance and operation agreement.
- 7. **Permitted Activity after Dedication.** After dedication, Owner/POA shall be able to continue to add additional recreational improvements including, utilities, signage and other appropriate improvements related to recreation as defined in a park improvement agreement.

If additional information is needed, please contact Randy Scott, Park Planning Program Manager, at (512) 974-9484 or Randy Scott@austintexas.gov.

Cc: Liana Kallivoka, PhD, PE, Assistant Director Ricardo Soliz, Division Manager