

**PARK OPERATIONS AND MAINTENANCE AGREEMENT  
(Ann and Roy Butler Hike-and-Bike Trail)**

This Park Operations and Maintenance Agreement (Ann and Roy Butler Hike-and-Bike Trail) (this “**Agreement**”) is entered into by and between the **CITY OF AUSTIN, TEXAS**, a Texas home-rule municipal corporation organized and existing under the laws of the State of Texas (the “**City**”), and **THE TRAIL FOUNDATION**, a Texas nonprofit corporation (“**Partner**”).

**RECITALS**

**WHEREAS**, Town Lake Metropolitan Park (the “**Park**”) is a public park and trail system in Austin, Texas bounded roughly by the Roberta Crenshaw Bridge, South Pleasant Valley Road, Riverside Drive, and Cesar Chavez Street, as shown on the map attached hereto as **Exhibit “A”** (the “**Park Map**”); and

**WHEREAS**, the City owns or holds an interest in the real property upon which the Park is located; and

**WHEREAS**, Partner is a nonprofit 501(c)(3) exempt organization dedicated to maintaining the essential character of the Park, to preserving the Park for current and future generations of Austinites and visitors, and to improving the Park through volunteer work, partnership with the City, and the expenditure of private funds; and

**WHEREAS**, the City and Partner share a goal to enhance and improve the Park; and

**WHEREAS**, the City and Partner desire to enter into an agreement whereby Partner would, in coordination with the City, manage, maintain, program, and operate the Park, as more particularly set forth herein.

**AGREEMENT**

In consideration of the agreements hereinafter set forth to be kept and performed by the parties hereto, the City hereby authorizes Partner, and Partner hereby agrees, to operate, manage, program, maintain and use the Park for the Term (as defined herein), subject to and upon the following terms, conditions, and agreements:

1. **Additional Definitions.**

**Additional Reserve Fund Deposit** shall have the meaning set forth in Section 8.d.ii hereof.

**AIPP** shall have the meaning set forth in Section 5.g hereof.

**Annual Implementation Document** shall have the meaning set forth in Section 5.a.iii hereof.

**Annual Programming Plan** shall have the meaning set forth in Section 6.c hereof.

**Appropriation Notice** shall have the meaning set forth in Section 9.f hereof.

**Baseline Requirements** shall have the meaning set forth in Section 5.b.ii hereof.

**Capital Repair Fund** shall have the meaning set forth in Section 8.e hereof.

**Chief Executive Officer** means the chief executive officer of Partner or such other officer as Partner may determine.

**City** has the meaning set forth in the recitals hereto.

**City Code** shall mean the Austin City Code.

**City Improvement** shall have the meaning set forth in Section 11.b.

**City Improvement Notice** shall have the meaning set forth in Section 11.b.

**City Maintenance Obligations** means the maintenance obligations of the City for the Park pursuant to the Park Operations and Maintenance Plan.

**Committee** shall have the meaning set forth in Section 13 hereof.

**Concessions** means privately operated businesses on parkland serving park users, authorized by the City in accordance with the applicable ordinance requirements, including, but not limited to, those set forth under Title 8, Chapter 5 of the City Code.

**Concession Agreements** shall mean written agreements with Concessioners for the operation of Concessions in the Park.

**Concession Procedure** shall have the meaning set forth in Section 7.a hereof.

**Concessioners** shall mean the operators of Concessions.

**Contractors** mean Partner's and/or Partner's successors' and assigns' contractor(s) or subcontractor(s), their employees, agents, materialmen, suppliers, and assigns employed to maintain the Park.

**Designated Park Event Area** means an area identified as one of the "Designated Park Event Areas" in the Annual Programming Plan from time to time.

**Director** means the Director of PARD.

**Disapproval Notice** shall have the meaning set forth in Section 5.b.ii.3 hereof.

**Effective Date** means the last date of execution of this Agreement by the Parties, provided both Parties must execute this document for it to be effective.

**Expansion Area** shall have the meaning set forth in Section 5.b.ii.2 hereof.

**Expansion Area Consideration Meeting** shall have the meaning set forth in Section 5.b.ii.3 hereof.

**Expansion Area Start Date** shall have the meaning set forth in Section 5.b.ii.2 hereof.

**Expansion Demand** shall have the meaning set forth in Section 5.b.iii hereof.

**Expansion Notice** shall have the meaning set forth in Section 5.b.ii.1 hereof.

**Expansion Request** shall have the meaning set forth in Section 5.b.ii.1 hereof.

**Extension Notice** shall have the meaning set forth in Section 2.b hereof.

**Extension Term** shall have the meaning set forth in Section 2.a

**Gross Revenue** means all revenues, excluding sales tax, received by Partner from or related to the use, operation, or programming of the areas of the Park maintained and operated by the Partner in accordance with Section 5.a below. Gross Revenue includes: (i) all revenues received by Partner from admission fees, Concessions, temporary concessions, rental events, and fees and charges for all goods and services provided to the public in the Park; and (ii) all revenue received by Partner from vending machines and merchandise sold in, on, about or from the Park in the ordinary course of business; provided, however, that with respect to revenue and sales of merchandise by vending machines not owned by or leased to Partner, only the amount paid to Partner on account of such sales will be included. Gross Revenue will be used exclusively for the maintenance and operation of the Park and will be deposited in the Park Operations Fund. Notwithstanding anything herein to the contrary, Gross Revenue shall not include any revenue related to fundraising activities by Partner, including, but not limited to, fundraising for Park Operations, Park Improvements and Partner's organizational expenses.

**Hazardous Materials** means any chemical, compound, material, substance or other matter that: (a) is defined as a hazardous substance, hazardous material, or waste or toxic substance under any Hazardous Materials Law; (b) is regulated, controlled, or governed by any Hazardous Materials Law or other laws; (c) is petroleum or a petroleum product; or (d) is asbestos, formaldehyde, radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

**Hazardous Materials Laws** means any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other federal, state, or local law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

**Implementation Document** has the meaning set forth in Section 5.a.iii hereof

**Initial Annual Programming Plan** shall have the meaning set forth in Section 6.c.i hereof.

**Initial Implementation Document** has the meaning set forth in Section 5.a.ii hereof.

**Initial Reserve Fund Deposit** shall have the meaning set forth in Section 8.d.ii hereof.

**Initial Term** shall have the meaning set forth in Section 2.a hereof.

**Insurance Requirements** means the insurance coverages required in **Exhibit “B”**.

**Major Repair** shall have the meaning set forth in Section 5.i hereof.

**Minimally Open** shall mean, as to any Designated Park Event Area, more than fifty percent of the Designated Park Event Area is only accessible by ticketed patrons.

**Non-Partner Proposed Park Improvement** shall have the meaning set forth in Section 11.b hereof.

**PARD** means the City of Austin Parks and Recreation Department.

**Park** has the meaning set forth in the recitals hereto.

**Park Improvement Agreement** shall mean any agreement between Park and City for the construction of Park Improvements by Partner to any portion of the Park.

**Park Improvements** shall mean the improvements constructed by Partner pursuant to a Park Improvement Agreement or such other improvements in the Park that Partner has assumed maintenance and repair obligations pursuant to the Park Operations and Maintenance Plan.

**Park Operating Expenses** means the expenses and costs from the operation, management, programming, and maintenance of the Park, including without limitation, expenses and costs associated with Partner’s maintenance obligations under the Park Operations and Maintenance Plan and any applicable Annual Programming Plan. The salaries of the Chief Executive Officer, executive director and development director shall not be included in Park Operating Expenses and may not be paid through Gross Revenue.

**Park Operations and Maintenance Plan** shall have the meaning set forth in Section 5.a.i hereof.

**Park Operations Fund** means a fund consisting of the Gross Revenue generated in connection with the Park. Such fund will be managed by Partner and will be used exclusively for the payment of Park Operating Expenses.

**Park Partnership Criteria** shall mean the qualifications required by PARD for non-profit entities desiring to enter into agreements with the City for the operation and maintenance of City parks in effect on the Effective Date, a copy of which is attached hereto as **Exhibit “C”**.

**Park Rules** means the applicable rules and regulations, including Chapter 8-1 of the City Code, as they may be amended from time to time, relating to the administration of public parks, and the guidelines and rules established by PARD for the use and enjoyment of public parks, as they may be amended from time to time, and any successor to such City Code, guidelines, or rules.

**Partner** has the meaning set forth in the recitals hereto and its successors and assigns.

**Partner Event of Default** shall have the meaning set forth in Section 17.a hereof.

**Partner’s Community Engagement Requirements** shall have the meaning set forth in Section 5.b.ii.2 hereof.

**Partner’s Property Insurance Policy** shall have the meaning set forth in Section 16 hereof.

**Partner’s Storage and Staging Area** shall have the meaning set forth in Section 5.c hereof.

**Partnership Manager** shall mean the City staff member assigned to administer this Agreement.

**Party** means either the City or Partner and its successors and assigns; collectively, the City and Partner are the “**Parties**.”

**Phase** or **Phases** shall have the meanings set forth in Section 5.b hereof.

**Property Agreements** shall have the meaning set forth in Section 5.f hereof.

**Reserve Fund** shall have the meaning set forth in Section 8.d.i hereof.

**Reserve Fund Balance** shall have the meaning set forth in Section 8.d.ii hereof.

**Seaholm Intake Facility Redevelopment Project** shall mean a redevelopment project for the Seaholm Intake Facility, a facility within the Park located in the area identified as such on the

Park Map.

**Special Events** shall mean a special event as defined by Chapter 4-20 of the City Code.

**Technical Advisory Group** means a group of people assembled by the City to provide technical advisory services to the City.

**Trail** shall mean the primary pathway through the Park (not including any auxiliary paths), as it may expand or contract from time to time, typically covered in crushed granite or concrete and on which Trail users walk, jog and cycle. The location of the Trail on the Effective Date is shown on the Park Map.

**User Fees** shall have the meaning set forth in Section 6.d hereof.

**WPD** means the City of Austin Watershed Protection Department.

2. **Term.**

a. **Term.** The “**Initial Term**” of the Agreement begins on the Effective Date and, unless terminated in accordance with other provisions of the Agreement, continues for an initial period of twenty-five years. Thereafter, upon mutual agreement of the Parties, the Parties may extend the Initial Term for up to five additional five-year periods (each, an “**Extension Term**”). The Initial Term and any Extension Terms are, collectively, the “**Term.**”

b. **Extension.** Partner must give written notice to the City of its desire to extend the Term no later than twelve months prior to the expiration of the current Term (the “**Extension Notice**”), and, as of the date of the Extension Notice, not be in default of any material terms of this Agreement.

3. **Party Representatives.**

a. **Designation.** The City designates the Director as its authorized representative to act on the City’s behalf with respect to this Agreement. Partner designates the Chief Executive Officer to act on its behalf with respect to this Agreement.

b. **Replacement.** If Partner wishes to replace its representative with someone other than the Chief Executive Officer, City may, at its sole discretion, allow the replacement upon a written request from Partner which will include qualifications and contact information of the proposed replacement.

4. **Partnership Criteria.**

a. By executing this Agreement, City and Partner represent and warrant that Partner meets or exceeds the Park Partnership Criteria as of the date of this Agreement. Partner covenants to continue to meet or exceed the Park Partnership Criteria during the Term.

- b. By executing this Agreement, Partner covenants that:
  - i. Partner will not amend Partner’s bylaws, organizational documents, or governance practices in any way that conflicts with the Park Partnership Criteria without written approval from the Director.
  - ii. Partner will, in the report accompanying its Annual Programming Plan, demonstrate philanthropic fundraising commensurate with Partner’s maintenance and operations responsibilities in the Park.

5. **Operations and Maintenance.**

a. **Park Operations and Maintenance Plan.**

- i. Partner shall operate and maintain the Park in accordance with the operations and maintenance plan for the Park (the “**Park Operations and Maintenance Plan**”), which is attached as **Exhibit “D”** and incorporated into this Agreement.
- ii. Concurrent with the execution of this Agreement, Partner shall submit, for Director approval, a document to implement the Park Operations and Maintenance plan for the period between the Effective Date and January 1, 2023 (the “**Initial Implementation Document**”)
- iii. No later than ninety (90) days prior to the commencement of each calendar year during the Term, Partner shall submit, for Director approval, a plan to implement the Park Operations and Maintenance plan for the coming calendar year (the “**Annual Implementation Document**” referred to collectively with the Initial Implementation Document as the “**Implementation Documents**”). The Implementation Documents shall be incorporated herein and made part of this Agreement.

b. **Phasing.** The City and Partner recognize and agree that the Park Operations and Maintenance Plan provides that Partner will assume operations and maintenance responsibility for the Park in phases (each a “**Phase,**” collectively, the “**Phases**”). Partner shall operate and maintain each Phase in accordance with the terms and conditions of this Agreement, and the rights and obligations granted to the Partner by this Agreement shall only apply to those areas of the Park assumed by the Partner pursuant to this Section.

- i. On the Effective Date, Partner shall assume responsibility for Phase I as defined in the Park Operations and Maintenance Plan.
- ii. If Partner is (a) in material compliance with the Park Partnership Criteria, this Agreement , the Park Operations and Maintenance Plan and the then-

current Implementation Document, (b) has the budgetary and operational capabilities necessary to undertake the responsibilities of the Expansion Area by the Expansion Area Start Date, and (c) has satisfied Partner's Community Engagement Requirements (as defined below) (subsections a-c are collectively referred to as the "**Baseline Requirements**"), Partner may assume responsibility for areas of the Park beyond Phase I in accordance with the following process:

1. Not later than two hundred and seventy (270) days prior to the date Partner desires to assume operations and maintenance responsibility for a designated portion of the Park, Partner shall deliver written notice (the "**Expansion Notice**") to Director of Partner's intent to assume responsibility for such portion of the Park (the "**Expansion Request**").
2. The Expansion Notice shall contain the following information: (i) identification of the area of the Park that Partner intends to assume responsibility for (hereinafter called, the "**Expansion Area**") and the date that such responsibility shall commence (for such Expansion Area, the "**Expansion Area Start Date**"); and (ii) a proposed budget, staffing plan and funding plan for operations and maintenance of the Expansion Area in accordance with the Park Operations and Maintenance Plan; and (iii) a description of the community engagement activities conducted by Partner in compliance with the plan for community engagement approved by the Director pursuant to then-current Annual Programming Plan ("**Partner's Community Engagement Requirements**").
3. Within thirty (30) days after Director's receipt of the Expansion Notice (along with the submittals required in subsection 2 above), Director and Partner shall meet to review the Expansion Request (the "**Expansion Area Consideration Meeting**"). Within thirty (30) days after the Expansion Area Consideration Meeting, Director shall approve or disapprove the Expansion Request by written notice to Partner, which approval or disapproval (the "**Disapproval Notice**") shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, it shall not be reasonable for Director to withhold approval of the Expansion Request if Partner has demonstrated that Partner has satisfied the Baseline Requirements.
4. If Director does not approve an Expansion Request, Director shall provide (in the Disapproval Notice) a written explanation (with reasonable specificity) of how the Baseline Requirements were not



met by Partner.

5. In the event of a disagreement regarding an Expansion Request, the Parties shall resolve such disagreement in accordance with Section 18.d below.

iii. If at any time Partner has not expanded into a Phase in accordance with the phasing schedule set forth in the Park Operations and Maintenance Plan, Director may notify Partner in writing of Partner's failure to adhere to the phasing schedule ("**Expansion Demand**"). Within thirty (30) days after receipt of the Expansion Demand, Director and Partner shall meet to review the Expansion Demand. In the event of a disagreement regarding an Expansion Demand, the Parties shall resolve such disagreement in accordance with Section 18.d below.

c. Staging and Storage Area.

i. PARD shall provide Partner with sufficient staging and storage areas for Partner's operations and maintenance equipment and materials (the "**Partner's Storage and Staging Area**"). Partner and PARD shall identify Partner's Storage and Staging Area in the Annual Implementation Document.

ii. PARD shall use a good faith effort to provide the Partner's Storage and Staging Area as near as is practicable to the Park. However, the Partner acknowledges that the Partner's Storage and Staging Area may not be located in or adjacent to the Park.

iii. PARTNER SHALL HOLD HARMLESS THE CITY AGAINST ANY LOSSES, DAMAGES, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND INCURRED BY THE PARTNER RELATED TO PARTNER'S USE OF THE PARTNER'S STORAGE AND STAGING AREA, EXCEPT THAT THE HOLD HARMLESS PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OF PARTNER AND THE CITY, RESPONSIBILITY SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

d. Certain Repairs and Maintenance by City. For any area of the Park over which Partner has operations and maintenance responsibility, in the event of a health and/or safety emergency requiring immediate repair or maintenance (an "**Emergency Repair Situation**") of any portion of the Park, City shall have the right to take such reasonable and necessary steps to remedy the health and/or safety concern, at City's sole cost and expense. City shall notify Partner of the health and/or safety emergency at its earliest opportunity. In the event of a condition in the

Park that impacts health and safety but is not an Emergency Repair Situation, if the Park Operations and Maintenance Plan does not otherwise cover the condition, the City and Partner shall work together to determine what repair is necessary, which Party will undertake such repair and which Party will pay for such repair. If the Parties cannot agree as to what repair is necessary, which party will undertake such repair, and which party shall pay for such repair, City may, at its own cost and expense, take reasonable and necessary steps to remedy the health and/or safety concerns.

e. Emergency Closure of the Park. Partner shall have the right, after providing written notice to the City, to close any portion of the Park and/or any Park Improvements over which Partner has operations and maintenance responsibility if Partner determines that a condition poses an immediate, serious threat to the public health or safety. The City may close any portion of the Park and/or any Park Improvements to the public if the City, in its sole discretion, determines that a condition poses an immediate, serious threat to the public health or safety. In such a circumstance, the City will provide Partner with notice of, and the reason for, the closure as soon as reasonably practicable, but is not required to provide notice to Partner prior to the closure. If either Party determines that any portion of the Park and/or any Park Improvements must be closed pursuant to rights granted in this section, such Party will, in a written notice to the other Party, provide a reopening plan and schedule and a detailed explanation with supporting documentation if reopening will take more than two business days. If Partner closes any portion of the Park pursuant to this section, Partner will notify the public of the closure in accordance with the communication plan contained in the Park Operations and Maintenance Plan. If City closes the any portion of the Park pursuant to this section, City will notify the public of the closure in accordance with City's standard communication protocol.

f. Ownership of the Park. Partner and City acknowledge and agree that portions of the Park are not owned in fee simple by the City. To the extent that the City does not own any portion of the Park in fee simple, but has other property rights through leases, easements, licenses or other property use agreements that allow the City to operate and maintain such property as parkland (the "**Property Agreements**"), City, subject to the terms and conditions of the Property Agreements, grants Partner the right to operate and maintain such portion of the Park that are controlled by the Property Agreements and are necessary for the Partner to fulfill its obligations under this Agreement.

g. Arts and Culture. Partner will work in collaboration with PARD, WPD and the City's Art in Public Places ("**AIPP**") program staff to deliver arts and culture vision plan(s) for the Park. Installation of art and other improvements proposed for the Park in such vision plans shall be subject to a written collection management agreement to be developed between Partner and AIPP prior to the installation by Partner of any such art or other improvements in the Park.

h. Supplemental Security. Partner shall include any proposed use of supplemental security for Director approval in the Annual Implementation Documents.

i. Certain Repairs Excluded. Except as otherwise set forth in a Park Improvement Agreement, the obligation of Partner to repair and maintain shall not include a Major Repair. For purposes hereof, a "**Major Repair**" is a repair that would cost in excess of Fifty Thousand Dollars

(\$50,000.00).

j. Incident Report. Within three calendar days of receipt of notice of an injury, complaint, or reported violation of the law in the Park, Partner will notify the Director of the incident. Partner will maintain for review by the City information regarding injuries and unusual incidents, as well as security measures and safety programs (including recommendations for changes to such measures/programs), in the Park. If the City determines the injury, complaint, or violation to be material in nature, it will inform Partner of the same and Partner will submit an incident report in the form attached hereto as **Exhibit “E”** within five business days after receipt of notice from the City that such incident report is required.

## 6. Programming and Events.

a. General. In addition to Partner’s rights and obligations otherwise set forth herein, in the Park Operations and Maintenance Plan and in the Annual Programming Plan, Partner shall have the right to (i) provide programming and host events in the Park, including, but not limited to, fundraisers for Partner; (ii) from and after the date Partner is in Phase 3 of any part of the Park (or such earlier date as may be agreed to by Director and Partner), manage all third-party facility rentals in the Park in accordance with the Annual Programming Plan; (iii) from and after the date Partner is in Phase 2 of the Park Operations and Maintenance Plan (or such earlier date as may be agreed to by Director and Partner) with respect to a particular zone (as that term is used in the Park Operations and Maintenance Plan), manage all Concessions within such zone in accordance with Section 7 of this Agreement; (iii) exclusively coordinate all volunteer events in the Park; and (iv) subject to Section 6.b. of this Agreement, have the exclusive right to use the Park and the Park Improvements for marketing and fundraising purposes related to the Park. The rights granted to the Partner in this Agreement are subject to the rights, if any, (1) of other organizations shown as “primary” in the Park Operations and Maintenance Plan, or (2) set forth in written agreements in effect as of the date of this Agreement. Partner will (x) comply with the Park Rules, (y) comply with all other applicable laws and governmental regulations, rules, and orders now in effect or that may be adopted relating to the Park, and (z) secure, or cause to be secured, all applicable permits and licenses required for activities by Partner, Partner’s contractors, and Partner’s vendors. Notwithstanding the foregoing, nothing in this Agreement is intended to prohibit or in any way limit the City’s ability to provide programming and events or coordinate volunteer efforts in the Park; provided, however, the City shall coordinate such programming, events, and volunteer efforts in the Park with Partner.

b. Seaholm Intake Facility. Notwithstanding anything to the contrary in this Agreement, Partner shall have the exclusive right to fundraise for the Seaholm Intake Facility Redevelopment Project for three (3) years after the Effective Date. If Partner raises at least Five Million Dollars (\$5,000,000.00) during that period to be used for the Seaholm Intake Facility Redevelopment Project, Partner shall continue to have the exclusive right to fundraise for the Seaholm Intake Facility Redevelopment Project for five (5) additional years. Any renovation, redevelopment, or improvements by Partner to the Park in connection with the Seaholm Intake Facility Redevelopment Project will be subject to City approval and require an executed Park Improvement Agreement.

c. Annual Programming Plan.

- i. Annual Plan. Partner will provide to Director for approval, which approval shall not be unreasonably withheld, an annual programming plan for the programming of the Park (the “**Annual Programming Plan**”). Within ninety (90) days after the Effective Date, Partner will provide to Director an Annual Programming Plan for the first full calendar year following the Effective Date (the “**Initial Annual Programming Plan**”). Thereafter, the Annual Programming Plan must be submitted to PARD for the Director’s approval at least ninety (90) days prior to the beginning of each calendar year. Each Annual Programming Plan will be in a form reasonably acceptable to the Director and include a proposal related to budget, programs and activities schedule, and User Fees anticipated for such calendar year. The Annual Programming Plan shall include a plan for community engagement to include coordination and cooperation with PARD with regular reporting requirements and consistent with the City’s Public Participation Principles. Except for the Initial Annual Programming Plan, each Annual Programming Plan will include an annual programming report providing information regarding the previous year, including, but not limited to, events, activities and issues, and vendors’ performance. All approved Annual Programming Plans shall be incorporated herein and made part of this Agreement. Notwithstanding anything herein to the contrary, the Initial Annual Programming Plan and the Annual Programming Plan for the year following that which is covered by the Initial Annual Programming Plan shall both require the approval of the City Council.
- ii. Amendments. Partner may submit in writing for Director’s approval any amendments it desires to make to the then-current Annual Programming Plan, which amendment shall be approved or rejected in writing to Partner within thirty (30) days of receipt by Director. If Director fails to give notice regarding the approval or rejection of the proposed amendment to the Annual Programming Plan, the amendment shall be deemed rejected.
- iii. Minimally Open Designated Park Event Area. Partner may, in the Annual Programming Plan, propose events that require a Designated Park Event Area to be Minimally Open, provided that, in no event will Partner cause the Designated Park Event Areas to collectively be Minimally Open more than ten times in any calendar year. Events requiring a Designated Park Event Area to be Minimally Open will be carefully planned to ensure limited impact to the remainder of the Park and its users and under no circumstance will any portion of the Trail ever be designated as a Park Event Area.

d. Events. Partner may, in their Annual Programming Plan, propose no more than four (4) Special Events per calendar year with expected attendance of over 1,000 per day.

e. User Fees. Partner shall, in the Annual Programming Plan, set non-discriminatory fee structures and rate schedules (“**User Fees**”) for uses and rentals of and activities and events in the Park, including use of the Park Improvements. In no event shall Partner impose any general admission fee or other charge for entry into the Park as a whole. User Fees shall be considered Gross Revenue hereunder.

f. Reservation Process. Partner shall establish a reservation process for advance scheduling of activities and events and for advance bookings of the right to use or occupy particular improvements or areas within the Park, including use of any Park Improvements for public or private events, and to charge User Fees for the foregoing. This process will comply with applicable law and will be consistent with the process established by PARD for similar reservations, and, not later than ninety days before implementing the plan, Partner will provide a copy of its process to City for Director’s approval. Partner shall have the right to schedule, organize, promote, and conduct activities and uses in the Park on its own initiative in accordance with its Annual Programming Plan.

g. Free and Discounted User Fees. Subject to future Phase agreements and approved Annual Programming Plans, Partner will set aside up to twenty days every calendar year for the use of the Park and any rentable facilities thereon for City-sponsored events. Partner shall not charge City a fee for such use; provided, however, City shall be responsible for all costs and expenses of such events. Director will provide Partner with a list of the dates it intends to use the Park and rentable facilities in the upcoming calendar year no less than ninety days before Partner submits its Annual Programming Plan to the Director; provided, however, if any date(s) that the City requests is not available, Partner and Director will work together in good faith to select alternate dates for the City’s event(s). Partner will also develop a plan for the Park that includes free or reduced rates for activities and use of the Park by community groups, such as non-profits, children, and the elderly.

h. Overuse. If either Party believes the Park is being overused, it will promptly notify the other Party. If the other Party agrees that the Park is being overused, the Parties will work in good faith to develop a mutually agreeable plan to alleviate the overuse.

i. Maximizing Public Use of, and Benefit from, Park. Partner will exercise due diligence and good faith efforts in managing and operating the Park in a manner that maximizes public access and utilization and that is responsive to community feedback. Partner will periodically review and adapt programming to meet current community priorities and needs. Partner will exercise due diligence and good faith efforts in managing and operating the Park to minimize operating expenses and maximize Gross Revenue consistent with the uses permitted in the Park. In establishing and implementing programming in the Park, Partner may schedule not only those events that generate substantial Gross Revenue, but also those events that produce less Gross Revenue but, in Partner’s good faith judgment, generate a significant cultural or other public benefit or otherwise serve the public interest.

j. Illegal use not Permitted. Partner shall not use the Park, or knowingly permit any portion of the Park to be used, for a use or purpose that violates applicable law. For purposes of

this Agreement, “knowingly permit” shall mean that an employee of Partner (i) is aware or reasonably believes that such use or purpose violates applicable law, and (ii) fails to promptly report such violation to either the City, the Austin Police Department or other law enforcement authority. Partner shall take reasonable action to eliminate nuisances and hazards related to activities in the Park.

k. Restrictions and Laws. The Park is subject to all zoning, restrictions, regulations, City Code, ordinances, resolutions, building restrictions and other laws now in effect or later adopted by any governmental authority having jurisdiction over the Park or any portion thereof.

l. Non-Discrimination. Partner shall not discriminate against any employee or applicant for employment because of disability, race, creed, color, age, sex, sexual orientation, gender identity or expression, marital status, or national origin. Partner shall take affirmative action to ensure that employees are treated during employment without regard to their disability, race, creed, sex, sexual orientation, marital status, or national origin.

m. Marketing and Permanent Signage. Partner shall have the exclusive right and duty to market the Park and the events and activities organized or sponsored by Partner. The Parties shall work together to develop a plan for permanent signage for the Park, which signage shall include co-branding with Partner. Subject to applicable City Code, Partner and its licensees shall have the right to erect temporary signage for events and activities in the Park provided that Partner shall cause all such temporary signage to be professional in appearance and shall remove such temporary signage promptly after any such event or activity.

n. Contracting. Partner may negotiate, execute, perform, and manage all contracts, use agreements, and other agreements (1) with persons who desire to schedule events in the Park or who desire otherwise to use the Park Improvements or any part thereof, or (2) that otherwise pertain to the use and occupancy of the Park or any part thereof. Partner shall follow the City’s record retention and public information requirements and, upon request by the City, provide a copy of any contract, use agreement, or other agreement executed by Partner in connection with operations, maintenance, and programming of the Park, subject to applicable public information laws.

o. Promotions. Each Party will cite the cooperative efforts of the other Party in presentations, printed materials, fund solicitations, direct communications with members of the community, and other activities associated with the Park or Park Improvements.

## 7. Concessions.

a. Partner may develop a process for soliciting, selecting, and entering into agreements with Concessioners in the Park (the “**Concession Procedure**”). The Concession Procedure shall adhere to Title 8, Chapter 8-1, Article 5, Division 2 of the City Code (as that code is amended from time to time), and Partner shall submit the Concession Procedure for Director approval in the Initial Annual Programming Plan and every Annual Programming Plan thereafter.

b. Subject to Director approval of the Concession Procedure, which shall not be

unreasonably withheld, Partner may enter into Concession Agreements with Concessioners to provide Concession in the Park in accordance with Section 6.a.iii above.

c. For any Concession selected in accordance with this Section, Partner shall secure, or cause the Concessioners to secure, all applicable permits and licenses required by City Code (unless waived by the Director or City Council) and ensure the Concession otherwise complies with applicable law.

d. In connection with Concessions, Partner shall not use parkland or allow parkland to be used in violation of the Austin City Charter or Title 3, Chapter 26 of the Texas Parks and Wildlife Code.

e. Prior to Partner assuming the management of any Concession Agreements previously managed by the City, City shall cause such Concession Agreements to be assigned to Partner.

f. For any Concession Agreements managed by Partner, all compensation due under such Concession Agreements shall be paid to Partner in consideration of Partner's management of the Concession Agreements and performance of its obligations therein; provided, however, that such compensation received by Partner pursuant to such Concession Agreements shall be considered Gross Revenue, shall be deposited into the Park Operations Fund, and used to pay Park Operating Expenses.

g. Nothing in this Agreement is intended to limit Partner's ability to provide for temporary concessions in the Park provided Partner complies with all applicable laws.

## 8. **Financial and Accounting Matters.**

a. **Park Operating Expenses.** Partner shall pay all Park Operating Expenses related to the areas of responsibility that Partner has assumed under the terms of the Park Operations and Maintenance Plan. Partner will have the sole right, power, responsibility, and authority to retain all Gross Revenue provided that such revenues shall be applied to Park Operating Expenses in accordance with the provisions of this Agreement. Partner shall have the exclusive right to establish a program to raise private donations and obtain grants for the Park Operating Expenses. To the extent available, Partner will use the monies in the Park Operations Fund to pay the Park Operating Expenses; provided, however that Partner is solely responsible for all such costs, regardless of whether the Park Operations Fund balance is sufficient to cover them.

b. **Accounting.** Partner shall maintain complete books and records in accordance with generally accepted accounting practices and shall maintain separate dedicated fund accounts for any separate funds required under this Agreement. Partner shall maintain a passing score from Charity Navigator or, if Charity Navigator is no longer in existence, such other comparable charity rating organization reasonably acceptable to the Parties.

c. **Audits.** Each year, Partner shall have an audit of Partner's financial statements

conducted by an independent certified auditor and shall supply a copy of such audit to the Director within six months after the end of Partner's fiscal year. Partner agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City will have access to, and the right to audit, examine, or reproduce, all records of Partner relevant to their performance under this Agreement. Partner will retain all such records for a period of three (3) years following expiration or termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of Partner are resolved, whichever is longer.

d. Reserve Fund.

- i. Partner shall maintain a reserve fund (the "**Reserve Fund**") in the amount set forth below to address funding deficits for operations, maintenance, and repair of the Park. The Reserve Fund may be utilized by Partner solely to provide funding for the Park Operating Expenses, emergency repairs, and regular capital maintenance and repair to the extent the Park Operations Fund, Capital Repair Fund, if any, or other reserve funds are insufficient for such purposes.
- ii. Within thirty (30) days following the Effective Date, Partner shall deposit One Hundred Fifty Thousand Dollars (\$150,000.00) (the "**Initial Reserve Fund Deposit**") into the Reserve Fund. For each Phase that Partner assumes under this Agreement after Phase I, Partner shall deposit an additional Forty Thousand and No/100 Dollars (\$40,000.00) into the Reserve Fund (each an "**Additional Reserve Fund Deposit**") within ninety (90) days following approval of the Expansion Request for such Phase. Subject to Section 8.d.iii below, the balance in the Reserve Fund (the "**Reserve Fund Balance**") at any given time shall be equal to the Initial Reserve Fund Deposit, plus the total of all Additional Reserve Fund Deposits required to be made hereunder. In the Annual Implementation Document submitted by the Partner on the tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>), and twentieth (20<sup>th</sup>) year of the Term, Partner shall propose a reasonable increase in the Reserve Fund Balance based on increases to operational and maintenance costs.
- iii. In the event Partner utilizes the Reserve Fund in accordance with this Section 8.d, Partner shall be required to restore the required Reserve Fund Balance prior to the date that Partner submits an Expansion Request for the next Phase, or, if Partner has assumed responsibility for the final Phase and will no longer submit Expansion Requests, within twelve (12) months of utilizing the Reserve Fund.

e. Capital Repair Fund. If required pursuant to a Park Improvement Agreement, Partner shall establish a capital repair fund for the repair and restoration of the Park Improvements in such amount as shall be set forth in the Park Improvement Agreement (the "**Capital Repair Fund**") for such Park Improvements. If the Park Improvement Agreement does not contain a provision for the establishment of a Capital Repair Fund, Partner shall have no obligation to



establish a Capital Repair Fund for such Park Improvements. Partner may have a master Capital Repair Fund for some or all the Park Improvements and shall not be required to maintain separate Capital Repair Fund accounts for each Park Improvements but may do so at its discretion. It is understood and agreed that Partner is not required to have or maintain a Capital Repair Fund for any Park Improvement constructed by Partner prior to the Effective Date.

9. **Rights and Responsibilities of the City.**

In addition to the rights and responsibilities otherwise set forth herein, the City shall have the following rights and responsibilities:

a. **Repair and Maintenance by City.** City shall repair and maintain the Park in accordance with its repair and maintenance obligations set forth in the Park Operations and Maintenance Plan.

b. **City Furnished Services.** Except as expressly set forth herein, nothing in this agreement is intended to alter the City's services related to health and safety including police, fire, utilities, and emergency medical service for the Park.

c. **Utilities.** The cost of all utilities supplied to the Park shall be the responsibility of the City, except to the extent otherwise set forth in a Park Improvement Agreement.

d. **Inspection.** The City retains the right to inspect the Park and to exercise its rights or duties in order to ensure compliance with applicable laws in the Park. The City may conduct periodic and regular inspections of the Park to ensure that Partner is complying with fire, safety and sanitation regulations and other applicable provisions contained in this Agreement or in City Code. The City will notify Partner of its findings and specify any items needing attention in order to comply with legal requirements.

e. **Indebtedness.** Partner acknowledges Article VIII, Section 1 of the Austin City Charter which prohibits payment of any money to any person who is in arrears to City for taxes, and Section 2-8-3 of the City Code concerning the right of City to offset indebtedness owed City.

f. **Appropriations.** Partner acknowledges that the City has provided notice that the City's obligations under this Agreement are contingent upon funds appropriated or available for the purpose of this Agreement. City shall provide Partner notice of the failure of City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement or the reduction of any appropriation to an amount insufficient to permit City to pay its obligations under the Agreement (the "**Appropriation Notice**"). If the City does not appropriate funds for this Agreement, or if there are no other lawfully available funds for this Agreement, Partner may, following receipt of the Appropriation Notice, terminate this Agreement or agree in writing to continue to fulfill its obligations under the Agreement with no future financial contribution from the City and Partner shall be entitled to perform the City Maintenance Obligations.

10. **Naming and Donor Recognition.**

a. Naming. Partner will follow City Code and ordinances regarding the naming of places and features in the Park.

b. Donor Recognition. With prior written approval from the Director, Partner shall have the right to erect donor recognition in the Park that Partner deems reasonable to honor donors to the Park provided that such donor recognition follows applicable City Code related to signage design. Partner shall follow the PARD process for review and approval of such donor recognition.

c. Memorial Bench Program. City agrees that the City's memorial bench program shall be suspended for the Park after the Effective Date and any benches installed in the Park during the Term of this Agreement shall be by Partner in accordance with its donor recognition program.

#### 11. Alterations and Additions.

a. By Partner. Subject to the written approval by the Director as set forth below, Partner may, at no cost to the City, undertake alterations and renovations to a Park Improvement. All such alterations and renovations shall become the property of the City, free and clear of all liens and encumbrances, subject to the terms of this Agreement. No alterations or renovations to the Park Improvement shall be undertaken until Partner shall have procured and paid for all required permits, licenses, and authorizations as appropriate, and shall have furnished the City evidence thereof before beginning construction. All alterations and renovations shall be made in a good and workmanlike manner and in compliance with Applicable Laws. Partner shall submit the proposed plans and specifications, proposed contractor(s), and the construction schedule to the Director for advance written approval pursuant to the Community Activated Park Project process.

b. By City or Other Third Party. City (or other third party authorized by the City) may undertake alterations or renovations to the Park (the "**City Improvements**"); provided, however, (i) unless the City Improvement was necessary because of an action or inaction of Partner, Partner will not be obligated to operate, maintain, or otherwise incur any costs related to the City Improvements, and (ii) City will use good faith, reasonable efforts to provide notice to Partner about the planned City Improvement (the "**City Improvement Notice**") as early as is practicable but in no event later than when a Technical Advisory Group is formed related to City Improvements. Partner shall have the right, but not the obligation, to participate in the applicable Technical Advisory Group for such City Improvements. Notwithstanding anything herein to the contrary, if the proposed City Improvement is an improvement to the Park in the nature of a park amenity or feature (the "**Non-Partner Proposed Park Improvement**"), Partner shall have thirty (30) days after receipt of the City Improvement Notice to elect, in writing, to partner with the City (or other third party) to undertake the Non-Partner Proposed Park Improvement and the Parties shall diligently thereafter work together to enter into a Park Improvement Agreement for such Non-Partner Proposed Park Improvement.

#### 12. Casualty.

a. **Notice.** If any Park Improvements located within a Phase operated and maintained by Partner are destroyed or damaged from any sudden, unexpected, or unusual event such as flood, hurricane, tornado, fire, or earthquake (a “**Casualty Event**”), Partner shall promptly deliver written notice thereof to the City. The City and Partner shall cooperate in securing the damaged Park Improvement to the extent necessary to prevent further damage or injury.

b. **Non-Major Restoration.** If the cost of the repair or restoration of the Park Improvement damaged or destroyed due to a Casualty Event is less than Fifty Thousand Dollars (\$50,000.00), Partner shall undertake the repair or restoration in accordance with the Park Operation and Maintenance Plan.

c. **Major Restoration.** If the cost of the repair or restoration of the Park Improvement damaged or destroyed due to a Casualty Event is equal to or greater than Fifty Thousand Dollars (\$50,000.00), then, within one hundred and eighty (180) days after such Casualty Event (such time period being referred to hereinafter as the “**Damage Assessment Period**”), Partner will notify the City of Partner’s election to (i) repair the damaged Park Improvement; or (ii) not repair the damaged Park Improvement, but, instead, remove the damaged Park Improvement and reasonably restore the land to public park space. Partner shall proceed with reasonable diligence to promptly commence such work within thirty (30) days after receipt of insurance proceeds and all necessary permits and approvals and to pursue the same to completion. Notwithstanding anything herein to the contrary, Partner’s obligation to repair or restore under this Section is limited to the amount of net proceeds payable pursuant to Partner’s Property Insurance Policy.

d. **Restoration by City.** During the Damage Assessment Period, the City agrees not to begin the repair or restoration of the damaged Park Improvements except as may be necessary to comply with Section 12.a above. If the City elects to repair or restore the Park Improvement in a way that results in a materially different facility, such repair or restoration shall be considered a City Improvement for purposes of this Agreement.

### 13. **Committee.**

To provide a formal mechanism for ongoing communication and cooperation under this Agreement, a committee shall be formed and consist of the Partnership Manager and other pertinent City and Partner staff (the “**Committee**”). The Committee will meet four times per year in accordance with a schedule provided by Partner for approval in the Annual Programming Plan. The agenda for any meeting of the Committee shall include a discussion of any proposed City Improvements.

### 14. **Liability and Indemnification.**

**PARTNER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE “INDEMNIFIED PARTIES”) AGAINST ALL COSTS, EXPENSES, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (THE “CLAIMS”), ARISING, DIRECTLY OR INDIRECTLY, FROM (A) A BREACH OF THE TERMS OF THIS**

**AGREEMENT OR VIOLATION OF LAW BY PARTNER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS OR ASSIGNS (THE “PARTNER PARTIES”); (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE PARTNER PARTIES IN THIS AGREEMENT; OR (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR INTENTIONAL ACT OR OMISSION OF THE PARTNER PARTIES IN CONNECTION WITH THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE INDEMNIFIED PARTIES, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OF PARTNER AND THE CITY, RESPONSIBILITY SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE, BUT ARE NOT LIMITED TO, 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, AND CLAIMS ARISING, DIRECTLY OR INDIRECTLY, FROM WORK DONE BY PARTNER THAT CREATES LIABILITY FOR ENVIRONMENTAL REMEDIATION.**

The City shall give Partner written notice of a Claim asserted against an Indemnified Party. Partner 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 Partner of any obligations in this agreement. In no event may Partner admit liability on the part of an Indemnified Party without the written consent of City Attorney. Maintenance of the insurance required under this Agreement will not limit Partner’s obligations under this Section. Partner shall include in its contracts with subcontractors an obligation to indemnify City in the same manner as provided in this Article.

15. **Hazardous Materials.**

Partner shall not cause or knowingly permit any Hazardous Materials (as hereinafter defined) to be generated, used, released, stored, or disposed of in, on, or about the Park, other than those such as typical cleaning supplies and Hazardous Materials used in connection with the typical operation, repair and maintenance of the Park, including without limitation any swimming pools or other water features provided such Hazardous Materials are generated, stored, used and disposed of in a manner that complies with all Applicable Laws regulating such Hazardous Materials and with good business practices. For the purposes hereof, “knowingly permit” shall mean that an employee of Partner (i) knows or reasonably believes that Hazardous Materials are to be generated, used, released, stored, or disposed of in, on, or about the Park, and (iii) fails to take reasonable action to prevent the Hazardous Materials from being so generated, used, released, stored, or disposed of in, on, or about the Park. Partner shall indemnify and hold City, its employees, and agents, harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials caused or knowingly permitted by Partner to be generated, used, released, stored, or disposed in or on the Park.

16. **Insurance.** During the Term, Partner, at its sole cost, will procure and maintain, and cause to be procured and maintained, the insurance coverages set forth in Exhibit “B”. Unless required by a Park Improvement Agreement, at Partner’s election, Partner may carry, at its sole cost and expense, such property insurance policies on any portion of the Park Improvements as Partner may determine in its sole discretion (“**Partner’s Property Insurance Policy**”). Partner shall notify the City in writing of any Partner’s Property Insurance Policy at least ninety (90) days prior to the beginning of each calendar year. As between the Partner’s Property Insurance Policy and any policy of property insurance carried by the City, Partner’s Property Insurance Policy shall be primary.

17. **Defaults and Remedies.**

a. **Partner Default.** Each of the following events shall be a “**Partner Event of Default**” by Partner under this Agreement:

- i. Partner shall fail to comply in any material respect with any term, provision or covenant of this Agreement, the Park Operations and Maintenance Plan or the Annual Programming Plan (other than payment of money to the City) and shall not cure such failure within thirty days after written notice thereof is given by the City to Partner; provided, however, that if such default cannot reasonably be cured within thirty days, then (i) Partner shall commence its cure efforts within thirty days of Partner's receipt of notice thereof from City, (ii) Partner shall pursue such cure with commercially reasonable diligence and continuity (subject to any appropriate delays for architectural or engineering studies, testing or similar activities) until such cure is completed, and (iii) Partner shall be given an additional reasonable period of time within which to cure such default in excess of the initial thirty days but not to exceed an additional forty-five days; or
- ii. a receiver or trustee is appointed to take possession of all or substantially all the assets of Partner; or if any action is taken or suffered by Partner pursuant to an insolvency, bankruptcy, or reorganization; or if Partner makes a general assignment for the benefit of its creditors; and such appointment, action or assignment continues for a period of sixty days.

b. **City's Remedies.** Upon the occurrence of a Partner Event of Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement; provided, however, that the City shall have no right to terminate this Agreement unless the City delivers to Partner a second notice which expressly provides that the City will terminate this Agreement within 5 days if the default is not addressed as herein provided. Termination or non-termination of this Agreement upon a Partner Event of Default shall not prevent the City from suing for specific performance, damages, injunctive relief, or other remedies. Upon termination by the City, City may, at City’s sole

discretion, require Partner to assign and/or transfer to the City any or all of (i) Partner's rights, title, and interest to any contracts and agreements related to the Park, (ii) funds held in the Park Operations Fund, and (iii) any personal property of Partner purchased with Gross Revenue that is necessary to use, operate, or maintain any Park Improvements. In the event Partner fails to pay any of the expenses or amounts or perform any obligations specified in this Agreement, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the reasonable amount so paid and the reasonable cost incurred in said performance shall immediately be due and payable by Partner to the City. In no event shall the City ever be entitled to receive, or Partner ever be liable for consequential, exemplary, or punitive damages by reason of this Agreement.

c. City Default. It shall be a "**City Event of Default**" if City fails to comply in any material respect with any term, provision or covenant of this Agreement or any Park Operations and Maintenance Plan, and does not cure such failure within thirty days after written notice thereof is given by Partner to the City; provided, however, that if such default cannot reasonably be cured within thirty days, then (i) the City shall commence its cure efforts within thirty days of the City's receipt of notice thereof from Partner, (ii) the City shall pursue such cure with commercially reasonable diligence and continuity (subject to any appropriate delays for architectural or engineering studies, testing or similar activities) until such cure is completed, and (iii) the City shall be given an additional reasonable period of time within which to cure such default in excess of the initial thirty days but not to exceed an additional forty-five days.

d. Partner's Remedies. Upon the occurrence of a City Event of Default, Partner may pursue any legal or equitable remedy or remedies available by law, terminate this Agreement, or pursue the remedy described in Section 17.f. below, if applicable; provided, however, that Partner shall have no right to terminate this Agreement, unless Partner delivers to the City a second notice which expressly provides that Partner will terminate this Agreement within thirty days if the default is not addressed as herein contemplated.

e. Partner's Right to Perform City Maintenance Obligations. If City shall fail in the performance of the City Maintenance Obligations and such failure shall continue without City curing or commencing to cure such failure within all applicable grace and/or notice and cure periods, Partner after ten days' additional written notice to City specifying such failure may (but without any obligation to do so), as its sole remedy and at its sole costs and expense, perform the same.

## 18. Miscellaneous.

a. No Waiver. If at any time either Party fails to enforce this Agreement, whether or not any violations of it are known, such failure will not constitute a continuing waiver or estoppel of the right to enforce the Agreement.

b. No Recourse. No recourse will be had against any elected official, director, officer, attorney, agent, or employee of either the City or of Partner, whether in office on the Effective Date of this Agreement or after such date, for any claim based upon this Agreement.

c. Assignment. A Party to this Agreement may not assign or transfer its interests under this Agreement unless agreed to in writing by the other Party.

d. Dispute Resolution. In the event of a dispute, the Parties agree to attempt a negotiated resolution prior to filing suit over the dispute. Upon request of either Party, an informal attempt to negotiate a resolution of the dispute shall be made. Such request shall be in writing and shall seek a meeting between representatives of each Party within fourteen calendar days after receipt of the request or such later period as agreed by the Parties. Each Party shall provide for the meeting, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they shall proceed directly to mediation as described below. Informal negotiation may be waived by a written agreement signed by both Parties, in which event the Parties shall proceed directly to mediation as described below. The mediation shall take place in Austin, Texas. The Parties shall select a mediator within thirty calendar days of the written waiver, or within sixty calendar days of the informal negotiation meeting. The Parties agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute. If the time period for selecting the mediator has expired with no agreement on the mediator, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The Parties agree to participate in mediation in good faith for at least thirty calendar days from the date of the first mediation session. The Parties will share the costs of mediation equally. If the mediation does not successfully resolve the dispute, each party is free to pursue other remedies available to them.

e. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this contract, whether written or oral, will have no force or effect. In the event of a conflict between a Park Improvement Agreement and the terms of this Agreement, the terms of the Park Improvement Agreement shall control.

f. Authority. Each Party warrants and represents that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party, except as may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditor's rights, or, with respect to the City, governmental immunity under the Constitution and laws of the State of Texas.

g. Successors. The Parties bind themselves and their successors in interest, assigns and legal representatives to this Agreement.

h. Drafting. Regardless of the actual drafter of this Agreement, this Agreement will, 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.

i. Multiple Counterparts. The Agreement may be executed in multiple counterparts,

each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Facsimile signatures appearing on the Agreement will be as valid and binding as original signatures.

j. Partial Invalidity. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts will remain in full force and effect.

k. Governing Law. Agreement is made, and will be construed and interpreted under, the laws of the State of Texas. Mandatory venue for any lawsuit arising out of this Agreement will be in a court located in the City of Austin, Travis County, Texas.

l. Amendment. This Agreement may be amended only by a writing properly executed by each of the Parties. The Parties acknowledge and agree that the City may not amend this Agreement without prior approval of the City Council.

m. Notice. All official communications and notices required to be made under this Agreement will be deemed made if sent, postage prepaid, to the parties at the addresses listed below:

If to the City:

Director, Parks and Recreation Department  
City of Austin  
P. O. Box 1088  
Austin, Texas 78767

If to Partner:

The Trail Foundation  
Chief Executive Officer  
P.O. Box 5195  
Austin, Texas 78763

*[Signature page follows]*



**THE TRAIL FOUNDATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF AUSTIN, TEXAS**

By: \_\_\_\_\_

Spencer Cronk, City Manager

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

**PARKS AND RECREATION DEPARTMENT**

By: \_\_\_\_\_

Kimberly McNeely, Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

**CITY LAW DEPARTMENT**

By: \_\_\_\_\_

Sean Creegan

Assistant City Attorney

Date: \_\_\_\_\_

**Attachments:**

Exhibit A – Park Map

Exhibit B – Insurance Requirements

Exhibit C – Park Partnership Criteria

Exhibit D – Park Operations and Maintenance Plan

Exhibit E – Incident Report Form

**Exhibit A**

**Park Map**

*[see attached]*



## Exhibit B

### Insurance Requirements

#### ARTICLE 1 Partner's Insurance Requirements

**1.1. General Requirements:** Partner shall carry insurance in the types and amounts indicated below for the term of the Agreement.

1.1.1 Within five (5) days of the execution of this Agreement, Partner shall obtain the required insurance and provide the City a Certificate of Insurance as proof of coverage. If coverage period ends during the term of the Agreement, Partner must, prior to the end of the coverage period, forward a new Certificate of Insurance to City as verification of continuing coverage for the duration of this Agreement.

1.1.2. Approval of insurance by the City and the required minimums does not relieve or decrease the liability or responsibility of the Partner hereunder and will not be construed to be a limitation of liability on the part of the Partner.

1.1.3. Insurance coverage must: (a) be written by companies licensed to do business in the State of Texas at the time the policy is issued, and (b) with an A.M. Best rating of B+VII or better.

1.1.4. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate:

Director, Parks and Recreation Department  
City of Austin  
P. O. Box 1088  
Austin, Texas 78767

1.1.5. The "Other" insurance clause does not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in this Agreement, covering both the City and Partner, will be considered primary coverage as applicable.

1.1.6. If insurance policies are not written for amounts specified below, Partner shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it must follow the form of the primary coverage.

1.1.7. City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

1.1.8. City reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by City based upon changes in statutory law, court decision, the claims history of the history of the industry or financial condition of the insurance company as well as the Partner.

1.1.9. Partner shall not cause or permit any insurance to lapse or to be canceled during the term of this Agreement.

1.1.10. Partner shall be responsible for premiums, deductibles and self-insured retention's, if any, stated in policies.

## **1.2 Specific Coverages:**

1.2.1. **Commercial General Liability** Insurance with a minimum bodily injury and property damage limit of \$500,000 per occurrence for coverages A & B. The Policy must contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under this contract;
- b) Medical expense coverage with a limit of \$5,000 for any one person;
- c) Independent Contractors coverage;
- d) Host Liquor Liability Coverage;
- e) The City shall be listed as an additional insured, endorsements CG 2010 and CG2037, or equivalent coverage;
- f) Thirty (30) Day Notice of Cancellation in favor of City, endorsement CG 0205, or equivalent coverage;
- g) Waiver of Transfer of Right of Recovery Against Others in favor of City, endorsement CG 2404, or equivalent coverage;

1.2.2. **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:

- a) Additional Insured endorsement CA 2048, or equivalent coverage;
- b) Waiver of Subrogation endorsement CA 0444, or equivalent coverage;
- c) Thirty (30) Day Notice of Cancellation endorsement CA 0244, or equivalent coverage.

1.2.3. **Worker's Compensation and Employers Liability** coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employers 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. The following endorsements shall be added to the policy:

- a) A Waiver of Subrogation in favor of the City of Austin, form WC420304, or equivalent coverage;
- b) A 30 day Notice of Cancellation/Material Change in favor of the City of Austin, form WC 420601, or equivalent coverage.

1.2.4. **Blanket Crime Insurance** If Partner handles concessions or collects User payments as part of their scope of work, Partner shall provide Blanket Crime coverage with limits of not less than \$100,000 per claim. Such coverage will be primary to any insurance carried by the City.

1.2.5. **Directors and Officers Insurance** Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. Partner shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

1.2.6. ***Intentionally Deleted in accordance with Section 6.a. of the Agreement.***

1.2.7. **Cyber Liability Insurance** If Partner or Partner's Contractor(s) accepts and processes concession or customer credit card payments, Partner shall provide, or shall require their Contractor(s) to carry Cyber Liability coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy. Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

1.2.8. **Liquor Legal Liability** If Partner will host events that include the serving or selling of alcoholic beverages, Partner must provide, or shall require their Contractor(s)/caterer(s) who will be serving or selling alcoholic beverages to carry Liquor Legal Liability insurance with a minimum limit of \$500,000 per occurrence.

## **ARTICLE 2 City's Commercial General Liability Insurance**

**2.1 Partner** understands that City is a self-insurer and does not maintain commercial general liability insurance coverage.

## **ARTICLE 3 Partner shall require any Contractor cleaning, maintaining, repairing or otherwise contracted to perform work on the Park to provide insurance coverage as follows:**

### **3.1 General Requirements:**

3.1.1. Contractor's insurance coverage must be written by companies: (a) licensed to do business in the State of Texas at the time the policies are issued, and (b) with an A.M. Best rating of B+VII or better.

3.1.2. All endorsements such as additional insured, waivers, and notices of cancellation endorsements as well as the attached certificate shall indicate naming the City of Austin as follows:

Director, Parks and Recreation Department  
City of Austin  
P. O. Box 1088  
Austin, Texas 78767

3.1.3. The "other" insurance clause does not apply to the City where the City of Austin is an additional insured shown on any policy. It is intended that policies required in the Contract, covering the City and the Contractor, will be considered primary coverage as applicable.

3.1.4. If insurance policies are not written for amounts specified above, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it must follow the form of the primary coverage.

3.1.5. The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

3.1.6. The City reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

3.1.7. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

3.1.8. The Contractor shall be responsible for premiums, deductibles and self-insured retention's, if any, stated in policies.

3.1.9. The Contractor shall provide the City thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

3.1.10. If City owned property is being transported or stored off-site by the Contractor, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the City's property.

3.1.11. The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of the Contractor.

### **3.2 Specific Coverages:**

3.2.1. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract, which includes items owned by the City in the care, custody and control of the Contractor prior to and during the period during which services are provided.

3.2.2. **Workers' Compensation and Employers' Liability** coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and minimum policy limits for employers 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. The City will accept workers' compensation coverage written by the Texas Workers Compensation Insurance Fund.

The Contractor's policy must apply to the State of Texas and include these endorsements in favor of the City of Austin:

- a) Waiver of Subrogation, form WC 420304, or equivalent coverage;
- b) 30 day Notice of Cancellation, form WC 420601, or equivalent coverage.

3.2.3. **Commercial General Liability** Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy must contain the following provisions:

- a) Contractual liability coverage for liability assumed under this contract and all contracts relative to this project;
- b) Completed Operations/Products Liability



- c) Independent Contractors coverage;
- d) The City shall be listed as an additional insured, endorsements CG 2010 and CG 2037, or equivalent coverage;
- e) Thirty (30) Day Notice of Cancellation in favor of City, endorsement CG 0205, or equivalent coverage;
- f) Waiver of Transfer of Right of Recovery Against Others in favor of City, endorsement CG 2404, or equivalent coverage;

3.2.3. **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:

- a) Additional Insured endorsement CA 2048, or equivalent coverage;
- b) Waiver of Subrogation endorsement CA 0444, or equivalent coverage;
- c) Thirty (30) Day Notice of Cancellation endorsement CA 0244, or equivalent coverage.

**Exhibit C**

**Park Partnership Criteria**

*[see attached]*



## Austin Parks and Recreation Department | Partnership Levels

### **Partnership Configuration A (Non-profit Public Partnership)**

#### **Partnership A - Definition**

A 501(c)(3) Non-profit partner mission closely aligns with PARD mission, vision, and values; aligns to the public land/public facility owned by the City of Austin Parks and Recreation Department. Partner within configuration A seeks a level of autonomy to construct, operate, maintain, and/or program projects on parkland.

Parks partnerships successfully combine the assets of the public and private sectors in novel ways to create new and refurbished parks, greenways, trails, and other public assets in our community. Partnerships between public agencies and private nonprofits can help effectively build, renovate, maintain, and program parks. By teaming up, parks agencies and nonprofits can help cities do a better job of meeting citizens' demands for more and better parks in the face of limited public resources.

PARD review and oversight is meant to ensure Partners within Configuration A demonstrate the following values:

- ✓ **ORGANIZATIONAL GOVERNANCE/CONSTITUTION**
- ✓ **DEMONSTRATION OF CAPACITY**
- ✓ **INCLUSIVITY**
- ✓ **TRANSPARENCY**
- ✓ **PUBLIC BENEFIT**

Common attributes for Partnership A include:

- Partner has history of collaborating with PARD to lead major capital improvement projects on parkland, has co-collaborated with recognized entities to lead a major capital improvement project on parkland and/or has successfully independently led a major capital improvement project. (Demonstration of Capacity)
- Partner can support project management for design and construction projects or has capacity to financially support third-party project management. (Demonstration of Capacity)
- Partner has previously demonstrated integration of maintenance considerations into capital or Community Activated Park Projects. (Demonstration of Capacity)
- Partner has a minimum 7-year history of collaboration with the City of Austin, with all levels of engagement recognized in the historical collaboration. (Demonstration of Capacity)
- Partner maintains annual 990s. (Governance)
- Partner has favorable Charity Navigator and Guidestar ratings. (Governance/Government Oversight)
- Partner is committed to cooperative community engagement with PARD and has integrated community engagement into their organization's goal(s). (Inclusivity/Transparency/Public Benefit)
- Partner clearly articulates the public benefit from the organization's role and mission. (Public Benefit)

PARD Partners are integral to PARD and help further the mission and reach of the Department. PARD seeks to fully develop the umbrella program for partnerships within the Department's Community PARKnerships program.

### **Partnership A - Criteria**

This level of partnership requires a formal partnership review process. The review process will take up to four months beginning on receipt of required documentation. The organizational review will include:

- In alignment with Council Resolution 20120405-052-Park Master Planning Resolution, a Master plan, capital improvement design plan, ecological restoration plan, visioning plan, interpretive plan, or similar planning document must exist for the parkland/facility, or the organization must have the capacity to support development of such plan(s).
- Assessment that the partner organization:
  - Is in alignment with CoA and PARD mission, vision, and values.
  - Has a minimum 7-year history of collaboration with PARD/CoA. All levels of partnership are recognized in the historical collaboration.
  - Has a minimum 5 years of proven philanthropic fundraising with sustained and/or year-over-year growth related to specific master plan projects, operational items, maintenance, and/or program activation.
  - Maintains level of Liability Insurance.
  - Salary of CEO/ED and Development Director of partner organization to be funded exclusively by private philanthropic dollars and not through revenue earned from the usage of park space.
  - Uses revenue earned utilizing park space for event rentals, third party rentals and concessions to directly benefit the park via operations, maintenance, programming, or park improvement.
  - Has robust professional fund accounting practices, including:
    - Separate dedicated Fund Accounts
    - Annually audited financial statements
    - Audits submitted within 6 months after the end of the fiscal year
    - Demonstrates sufficient organizational reserves (three months, or another agreed upon time period, worth of funding) at all times, and reserves for six months of funding for park operations at or above the level maintained by the city.
    - Has a Capital Project Fund (funds for capital maintenance and repair based upon the city's asset management assessment).
  - Leads community engagement that includes coordination and cooperation with PARD with regular reporting requirements and is consistent with the City of Austin's Public Participation Principles, and coordinates outreach with PARD's Communications & Engagement Unit.
- A feasibility study completed for proposed improvements, programming, operations, and maintenance. PARD will not require a third party to draft the feasibility study but will require the partner organization's board of directors vote to approve.
- A Resiliency Plan drafted and adopted by the organization's Board of Directors. The Resiliency plan will include an organizational and operational plan in event of a major catastrophe that could affect the ability of the organization to program or provide revenue earning services at the site.
- A Business Plan and/or Strategic Plan.
- Organization's governance practices reviewed for the following:
  - Board Inclusion Matrix
  - Alignment with CoA and PARD Goals (SD2023/Long Range Plan/Strategic Plan)
  - Conflict of Interest policy
  - Maintenance of corporate minutes
  - Gift/Donor Policy alignment with PARD policy
  - Disclosure to the public the nonprofit's three most recently filed annual returns with the IRS.
  - Annual Reporting Requirements/Performance measurements per PARD Director
  - Bylaws/Organizational Documents include:
    - Monthly meetings with the PARD Director and organizations CEO/Director.

- PARD Director will participate annually in a Board of Directors meeting in which the partner organization will provide an update on the specific metrics, deliverables, and goal alignment as laid out in the organizations Partnership Agreement with PARD.

#### **Partnership A - Partner Activities**

Leveraging resources to protect, enhance, maintain, operate, and program Austin parkland and COA/PARD enables the following terms within the Partnership Agreement (pending Council approval):

- Collaboratively partner with PARD for community engagement (the ability to engage the community and collaborate with PARD for community engagement)
- Exclusive right to fundraise for the named park space including on-site signage recognition and exclusive right to promote the park
- Independently lead Capital Improvement Projects as mutually agreed upon via a separate agreement
- Meet annual performance and benchmarking goals established by the Director related to general fundraising
- Authority to maintain (based upon established minimum standards), program and operate site
- Signage Branding opportunities
- Realize earned revenue opportunities:
  - Operate/administer concessions at site
  - Programming (Free and fee based)
  - Special Events
  - Other revenue opportunities

#### **Partnership A – Recognition Provided by PARD**

- Listing on PARD partners web page (cross-linking required)
- Recognition in PARD’s Annual Report with opportunity to feature one story
- Followed by official PARD social media accounts
- Sharing partner’s social content via PARD social media accounts
- Support for special ceremonies based on staff and resource capacity (e.g. ribbon cuttings, ground breakings, anniversary celebrations, AV equipment, etc.)
- Opportunity to co-submit for professional and trade conferences to highlight partnership projects (eg. National League of Cities, National Recreation and Park Association, International City/County Management Association, etc.)
- News releases and media outreach by PARD’s Communications and Engagement team
- Co-branding at site on signage, improvements, and amenities
- On-site donor signage for large-scale capital projects (required PARD review/approval in planning process)
- Interpretive signage permitted on project sites with review from PARD

#### **Partnership A - PARD Responsibilities**

- Partnership Agreement Oversight and Management
- Standard City-sponsored park related emergency and safety services: Police, EMS, Fire
- Outline responsibilities associated with flooding, drainage, utilities, and roadways
- PARD liaison assigned to navigate permits, approvals, and events and ACE with partner park
- PARD staff will provide general oversight over partner led community engagement events/projects/program meetings (needs to be consistent, refer to above notes)
- PARD will collaborate on programming and projects when relevant
- PARD will provide partners with training and networking opportunities on relevant PARD/CoA initiatives, goals, and/or programs
- City obligation to provide Insurance and Indemnification at agreed upon park/site
- Review for construction projects of a predetermined threshold to allow for City specific expertise (construction criteria, permitting, ordinance, and regulation expertise)

*Last updated 05/2022*

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**Exhibit D**

**Park Operations and Maintenance Plan**

*[see attached]*



The Ann and Roy Butler Trail at Town Lake Metropolitan Park  
**OPERATIONS AND MAINTENANCE PLAN**

VERSION 2022.05.05 (date last updated)



# ACKNOWLEDGMENTS

The Trail Foundation is a non-profit parks organization, whose mission is to protect, enhance, and connect the Butler Hike-and-Bike-Trail at Lady Bird Lake for the benefit of all. The Ann and Roy Butler Trail at Town Lake Metropolitan Park Operations and Maintenance Plan (O&M Plan) was developed in coordination between The Trail Foundation staff, The Trail Foundation Board of Directors, Watershed Protection Department and the Austin Parks and Recreation Department (PARD).

## TTF STAFF

- Heidi Anderson, CEO
- Hanna Cofer, COO
- Grady Reed, Park Operations Director
- Leslie Lilly, former Conservation Director

## ETM ASSOCIATES

- Tim Marshall
- Theresa Hyslop

## TTF BOARD OF DIRECTORS AND O&M TASK FORCE

- Leah Bojo
- Chris Jackson
- Al Godfrey
- Stefan Pharis

## AUSTIN PARD

- Kimberly McNeeley
- Christine Chute Canul
- Liana Kallivoka
- Joe Diaz
- Sonny Chandler
- Kirsten Schneider
- Juan Espinoza
- Felix Padron
- Amanda Hancock

## WATERSHED PROTECTION DEPARTMENT

- John Clement
- Tom Franke



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## 1.0 INTRODUCTION

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### 1.1 Executive Summary

This document outlines a methodical process for the transfer of appropriate operations and maintenance of the Ann and Roy Butler Hike-and-Bike-Trail at Lady Bird Lake (Butler Trail) and Town Lake Metropolitan Park from Austin Parks and Recreation Department (PARC) to The Trail Foundation (TTF). As of April 2022, a Park Operations and Maintenance Agreement (POMA) is being negotiated between the City of Austin (City) and TTF for the Butler Trail and Town Lake Metropolitan Park, a public park and trail system in Austin, Texas bounded roughly by the Roberta Crenshaw Bridge, South Pleasant Valley Road, Riverside Drive, and Cesar Chavez Street (the Park), as shown on the map attached as Exhibit 4.1.

Maintenance activities and standards outlined in *Section 2.1* of this document apply to TTF operations and are not expectations for municipal entities which have their own standard operating procedures. *Section 2.3* outlines the phasing of transfer of responsibilities. Timing of these transfers will be agreed upon on an annual basis between the PARC Director and TTF. TTF will continue to work in close contact with all appropriate City partners on work conducted. TTF will continue to follow all updated PARC guidelines regarding Integrated Pest Management (IPM) plans as a common sense approach to managing pests.

Actual maintenance will ultimately be based on usage, weather, standards of care, and available resources. Maintenance work will reflect seasonal growth changes, for example, with more frequent turf mowing in spring and fall growing seasons. Specific annual maintenance activities plans will be incorporated into an annual implementation document created in coordination with PARC.

All TTF operations, capital improvements, and maintenance in the Park will follow applicable City codes, regulations, and national best practices.

### 1.2 History

TTF is a non-profit parks organization, whose mission is to protect, enhance, and connect the Butler Trail for the benefit of all. The organization is committed to keeping the Butler Trail a natural, well maintained, and sustainable sanctuary. The Butler Trail is a 10+ mile loop trail with extensions and bridges totaling a 16-mile natural urban trail system in the heart of Austin that gets more than 4.9 million visits every year. TTF was formed in 2003 to bridge the gap between the realistic needs of and the available resources for this trail system. The rapid growth of Austin has continued to push the resource gap wider, necessitating the need for a formal partnership with TTF to address the ever-increasing operations and maintenance of the space.

## 1.3 Natural Areas and Urban Forestry

The urban forest and natural areas around Lady Bird Lake are part of the very reason Austin exists and has become the city we know today. Like its cultural significance, the ecological importance of this area cannot be overstated. The urban forest, and natural areas perform critical tasks for our wellbeing, including cleaning the air, reducing noise pollution, enhancing water quality, sequestering carbon, intercepting rainfall, mitigating flooding, reducing erosion, decreasing urban temperatures, shading our recreation areas, protecting the shoreline, building soil, providing wildlife habitat, increasing public health, increasing property values, reducing infrastructure costs, and making people happy. The recommendations here acknowledge the ecological and cultural significance of the site. The strategy put forward recommends ways to sustain and improve the user experience and ecological function of the urban forest and natural areas through responsible stewardship and proper maintenance.

As stated in *The Butler Trail at Lady Bird Lake Natural Areas and Urban Forestry Guidelines*, this document also champions the following goals for managing natural areas and the urban forest:

**Restore and enhance plant communities:**

Manage native trees, understory, and groundcover to create diverse and aesthetically appealing plant communities that provide rich wildlife habitat.

**Repair and improve ecological function:**

Manage landscape to better absorb and clean water, regenerate native flora, filter air, create and stabilize soil, reduce urban temperatures, and provide more shade.

**Enhance resiliency:**

Manage landscape to adapt to and withstand drought, heavy use, climate change, and other major disturbances.

**Enhance the user experience:**

Provide aesthetically pleasing, compelling, and comfortable natural surroundings.

**Facilitate stewardship:**

Catalyze opportunities to appreciate, observe, and care for the natural environment as an ongoing part of people's lives.

## 1.4 Placemaking

TTF has a successful record of leading and providing significant support to the capital improvements of the Butler Trail. The rapid progress of parkland improvements come as part of TTF's strategic plan, developed and adopted in 2020, which identified the enhancement of the Butler Trail as one of its core priorities. TTF intends to optimize the new opportunities created by the foreseeable development along Lady Bird Lake through the support of active transportation and placemaking projects which will facilitate community gatherings and engagement. The adoption of this priority reflects the sustained and expanded commitment to ecological restoration/conservation, project completion, and placemaking.

TTF is also committed to incorporating creative placemaking by using art and culture as a tool for community development along the Butler Trail and in the Park. Guidelines for the deployment of creative

placemaking within the Park will be outlined and adopted in the 2022 Butler Trail Arts & Culture Plan (see *Section 2.1.1 Built Assets: Maintenance Standards: Installations* for associated art installation maintenance standards). The Butler Trail and the Park should continue to serve as cultural assets, deepening a sense of place and inspiring community pride in Austin.

Additionally, a Comprehensive Signage Plan is being developed in 2022 alongside PARD with the goals of creating a consistent signage and wayfinding system that directs Butler Trail users and visitors to and along the Butler Trail and that improves connections between areas along the Butler Trail, enhancing the Butler Trail experience (but not taking away from the natural beauty), and highlighting and educating Butler Trail users of the natural systems' functions and value. All signage will be coordinated with City departments to ensure clarity and cohesion, and TTF will undergo appropriate review and permitting processes whenever signage installments are planned. With all Park signage, TTF is required to follow City codes including the PARD Community PARKnership Guide to Naming, Onsite Dedication, and Donor Recognition. These efforts will be rooted in comprehensive, extensive, and inclusive community engagement.

## 1.5 Community Engagement

TTF's community engagement efforts support an Austin community that is connected to the Butler Trail, the Park, facilities, and programs. Coordination and cooperation with PARD have been a critical success factor of TTF's community engagement efforts and TTF's ability to directly involve Austin residents in TTF's work since the beginning of TTF's partnership with the City. TTF coordinates outreach directly with PARD's Communications & Engagement Unit and maintains consistency with the City's Public Participation Principles of accessibility and inclusion, accountability, collaboration, consistency, respect, and stewardship. Annual community engagement efforts will be outlined in the associated Annual Programming Plan (as defined in the POMA).

## 1.6 Overview of Recommendations

The areas described in the O&M Plan include over 200 acres of land surrounding Lady Bird Lake, divided into 4 sections or "maintenance zones." TTF already conducts operations and maintenance activities throughout the area; however, with the establishment of the POMA, TTF will be responsible for specific operations and maintenance tasks and other activities. The transition of primary responsibility will be phased over approximately 10 years while TTF builds capacity to increase staff, resources, and funding. Each maintenance zone will transition through at least 3 phases. The timeline for each zone is staggered to accommodate organizational growth (see *Section 2.4 Maintenance Zones*).

## 2.0 RECOMMENDATIONS

As a long-existing public amenity, the Butler Trail at Lady Bird Lake has been historically maintained at levels that accommodate a limited municipal operations budget, sometimes resulting in high capital expenses to replace or repair damages that could have been prevented through an investment in maintenance or mitigation such as green stormwater infrastructure projects. It must be noted that excessive maintenance budgets are not always fiscally sustainable and must be balanced against capital replacement costs. The maintenance recommendations described below represent strategic adjustments to land management practices and standards of care which aim to simultaneously limit increases in annual operations spending and reduce capital replacement budgets over time. These activities and standards apply only to TTF operations and are not expectations for municipal entities which have their own standard operating procedures. Maintenance will seek to balance the needs of trail users with habitat protection.

### 2.1 TTF Maintenance Activities and Standards

The maintenance standards described in this document represent the recommended minimum TTF requirements for each activity per maintenance cycle or visit. The frequency of cycles recommended for maintenance activity differ across the 4 zones and are designated by the “Level of Service” (see below *Section 2.2*). Level of Service designations are based on intensity of use. TTF maintenance activities can be categorized into the following 3 types of resources:

Category	Description
<b>Built Assets</b>	Activities which address appearance, function, safety, and sanitary condition of built elements including the Butler Trail, facilities, structures, and furnishings.
<b>Natural Assets</b>	Activities which address stewardship of natural resources and health and function of natural areas, the urban forest, manicured landscapes, green infrastructure, and turf areas.
<b>Special Assets</b>	Non-public facilities and equipment maintenance, along with seasonal or event-related maintenance

## 2.1.1 Built Assets: Maintenance Standards

The Butler Trail includes a variety of assets that range in use, maintenance requirements, and repair cost. Regardless of the asset type and the differences in conditions assessments or maintenance schedules, all documented safety and hazard concerns should be addressed in an appropriate, timely manner. The method and scope of maintenance repairs should be based on the severity and extent of a hazard, the long-term efficacy of the method, and cost. As a part of the regular maintenance for each asset type, inspections should include conditions assessments and reporting of safety hazards.

TTF staff will report safety hazards in an appropriate, timely manner to TTF managers and will help to encourage a culture of safety. TTF will document and report safety hazards to PARD. TTF staff will regularly document and track maintenance activities, making recurring maintenance issues easy to identify. Special consideration will be given to repair and maintenance methods that are sustainable, incorporate green infrastructure practices, and/or improve ecological function.

### Trail Surface and Infrastructure

The Butler Trail loop is primarily a soft surface trail constructed with decomposed granite. Sections of the Butler Trail have been reinforced and repaired with stabilized decomposed granite or concrete, with edges reinforced with stone, concrete and timber retaining walls. Additionally, the Butler Trail is connected to hard-surfaced concrete bridge and boardwalk structures that provide trail users with access across the lake and over the water. A few wooden foot bridges and sections of asphalt are also represented in the Butler Trail system. The frequent transitions between hard and soft surfaces are a maintenance concern. The impacts of heavy daily use and intense, seasonal rain also contribute significantly to the maintenance load. Lastly, 80% of the Butler Trail is located within the 100-year floodplain, making it vulnerable to catastrophic flood events. With these conditions in mind, maintenance staff should regularly assess the Trail for safety hazards. Regular maintenance should include:

- Assess Trail at regular, frequent intervals (refer to *Section 2.2 Levels of Service*) and within 48hrs hours of heavy rain events. Items to be identified are safety hazards and maintenance concerns including but not limited to uneven surfaces, trip hazards, damaged infrastructure, pooling water, debris deposition, and excessive vegetation.
- Coordinate with COA and structural engineers as needed to assess any large infrastructure maintenance.
- Repair rill and gully erosion by resurfacing decomposed granite trail, ensuring proper material compaction and out slope grade. Stabilization of surface material should be considered in areas that consistently experience erosion.
- Repair slope to improve water drainage - grade adjustment and/or removal of accumulated soil along trail edge.
- When appropriate repair or install retaining structures on and off trail (e.g., retaining walls, berms, check dam, etc.) to reduce erosion.
- Remove accumulated debris, soil and leaf matter from trail surface and drainage inlet grates
- (*see Drainage Infrastructure SOP*).
- Monitor transition between decomposed granite and hard surface materials for safety issues. Remediate as needed.
- Replace wooden decking on foot bridges as needed.
- Reduce excessive vegetation at trail edge (*see Trail Edge Vegetation SOP*).
- Maintain 8-10 ft vertical clearance 2' from either side of the Trail, exceptions to be assessed on a case-by-case basis by PARD Forestry (*see Urban Forestry Tree Pruning SOP*).

## Drainage Infrastructure (e.g., culverts, drainage pipes, concrete channels, etc.)

Heavy seasonal rain events bring high velocity stormwater flows through the parkland and onto the Butler Trail when water is diverted from adjacent impervious surfaces and directed into Lady Bird Lake to prevent dangerous flood conditions. Hard armored surface drainage structures, including concrete channels, drainage pipes, and culverts, are installed around the Trail, and adjacent parkland, to manage the impact of stormwater. Regular conditions assessment and maintenance of these structures can prevent expensive damage. Regular maintenance for TTF-built drainage infrastructure should include:

- When significant weather events become known, ensure drainage infrastructure is clear of debris
- Assess drainage infrastructure at regular, frequent intervals (refer to *Section 2.2 Levels of Service*) and as soon as reasonably possible after heavy rain events.
- Clear drainage structures of debris, silt, or overgrown vegetation that may impede the intended flow of water on a regular basis.
- Assess adjacent areas for potential impacts to the drainage structure function. Grading adjustment, vegetation management, and soil removal/replacement may be required.
- Assess drainage inlets/outlets for erosion. Energy dissipation methods may be required to reduce water velocity coming into or out of the drainage structure.
- Coordinate repairs with Watershed Protection and/or PARD Trails depending on the location and function of the infrastructure.

## Gathering Areas (e.g., overlooks, pavilions, seating areas, picnic areas, etc.)

Parkland improvement projects built on the Butler Trail are typically designed to function as attractive, accessible places for people to gather. To that purpose, these places incorporate hardscape elements and landscape features that can typically accommodate heavy foot traffic and use. Examples include but are not limited to large deck structures, hard-surfaced seating areas constructed from concrete or brick pavers, steel framed pavilions, and concrete-edged gravel gathering areas. While these elements are designed and constructed for durability, they require regular maintenance and inspection. Regular maintenance should include:

- Regular patrol and assessment of safety hazards and maintenance concerns, including but not limited to trip hazards, uneven surfaces, broken or damaged features, vandalism including graffiti, litter accumulation, and cleanliness.
- Keep areas free of litter and debris.
- Sweep out or use blowers on structures and surfaces and wipe down areas with picnic tables as needed.
- Remove unwanted vegetation growth from hardscape areas including cracks, seams, and expansion joints.
- Assess and repair wooden and deck structures with replacement lumber as needed. Monitor wood surface finish for reapplication or reconditioning.
- Assess brick paver areas for uneven or shifting bricks and repair/replace as needed. These areas are regularly swept and/or cleared of dirt with a blower to prevent surface accumulation along the brick seams.
- Wash surfaces following periods of high use or in areas where food and beverages are regularly consumed. Surfaces may be power washed with a fan-tipped nozzle to prevent damage or cleaned with a stiff-bristle broom.
- Rake gravel areas to an even surface, monitor and treat for unwanted vegetation growth, and replenish with material as needed to maintain attractive appearance. Leaves and other organic material should be removed to prevent accumulation.
- Spot clean structures as needed, as determined by inspections.

## Trash and Recycling

The accumulation of trash along the Butler Trail and throughout the parkland is one of the primary causes of complaint from the public, and while TTF will not be the primary responsible party for trash and recycling along the Trail (see *Section 2.3 Roles and Responsibilities*), it will provide supplemental support to PARD litter abatement efforts pending available resources. Additionally, recycling is promoted on the Butler Trail and TTF supports sustainable approaches to waste reduction. As supplemental support, TTF will:

- Monitor the trail and adjacent parkland for trash accumulation and report for additional service.
- Coordinate volunteers to help with the removal of excessive trash and debris beyond the scope of a regular maintenance cycle.
- Dispose of trash and recycling collected through litter abatement efforts at City owned and designated dump locations.

## Restrooms

The restroom facilities on the Butler Trail are subject to significant impact from high use. The facilities remain unlocked 24 hours a day (unless closed and locked for maintenance repairs) but are considered closed during the park curfew hours of 10pm to 5am. If restroom was built by TTF and is located in an area that is in Phase 3, TTF to also include trash removal during regular maintenance cycles. (See *Section 2.3 Roles and Responsibilities*) Regular and frequent maintenance cycles of TTF managed restrooms will help keep the restrooms open and available to the public. The regular maintenance cycle should include:

- Assess proper function of lights, ventilation system, sinks, toilets, stall doors, locks, hand dryers and other features.
- Clean floors, walls and stalls.
- Empty trash receptacles.
- Wipe down and sanitize surfaces including toilets, sinks, showers, fixtures and mirrors.
- Replenish toilet paper, paper towels, and/or soap as appropriate.
- Report vandalism, graffiti, damage or maintenance issues to a TTF manager with photos as needed.
- Winterize restrooms before deep freezes.

## Drinking Fountains

In addition to the drinking fountains located at the restroom facilities, there are also a number of free-standing drinking fountains. These serve the heavy recreational needs of the Butler Trail, and their maintenance is an important element in providing a positive experience for Trail users. Regular maintenance should include:

- Frequently clean and wipe down drinking fountains.
- Check for water flow, remove any debris that clogs drains, and check for damage.
- Assess for the need to descale, adjust valve taps, and repair leaks, and schedule repairs as needed.
- PARD will continue to winterize drinking fountains before deep freezes.

## Lighting

Lighting along the Trail helps the public enjoy the space at night. Only approximately 50% of the Butler Trail is currently lit and recommendations for improvements to the existing facilities and unlit spaces can be found in the *Butler Hike-and-Bike Trail Safety and Mobility Study*. Regular maintenance, assessment, and repairs should be completed by a licensed electrician and should include:



- All maintenance and repair should be completed by a licensed electrician.
- Assess all area and security lighting regularly, completed when light conditions are low enough to accurately assess the conditions of the lighting feature – before sunrise, after sunset.
- Check electrical system and components for function and compliance with applicable building codes.
- Check lamps for function and report outages to TTF managers for replacement plan.
- Check for exposed electrical conduction wires and report to maintenance managers.
- Check proper installation of ballast boxes and components.
- Adjust lights for uniform coverage on facilities and fixtures and to alleviate dark or blind areas and reduce glare and over lighting.
- Secure fixture and poles according to manufacturer’s specifications.
- Assess poles and fixtures after major wind, ice, or hailstorm events.
- Assess lighting which is damaged to the point of no longer meeting “full cut off” requirements, and repair to standards.
- Report damaged, vandalized, or bulb outage as soon as possible.

## Fencing

Fencing, railings, and walls are used on the Butler Trail to either limit foot traffic or prevent access. Examples of this include the metal guard railings along the boardwalk and bridge structures, the split-rail cedar fencing along sensitive natural areas and sections of steep terrain, and the limestone block walls along the Norwood Tract. These structures are relatively low maintenance, but regular assessment and as needed repair can extend their longevity. Regular maintenance should include:

- Assess for damage, loose connections, broken pieces, shifted limestone (walls), and evidence of trespassing/vandalism.
- Report identified issues to TTF manager.
- Replace, paint, and repair broken fence as needed.

## Furnishings (e.g., picnic tables, park benches, bike racks, etc.)

There are several types of furnishing throughout the Butler Trail including but not limited to benches, picnic tables, bike racks, and other assets. Maintenance staff will need to regularly assess these furnishings to determine maintenance or replacement needs. Regular maintenance should include:

- Routine assessment of furnishings for damage, broken pieces, and graffiti.
- Check benches and picnic tables for loose seating connections or unstable surfaces.
- Repair and replacement done as needed.
- Power washing may be needed in areas close to where food and beverages are consumed.

## Trail Counters

The Trail usage is monitored by a series of electronic trail counters which transmit information to a mobile application. The data generated from these units helps to inform operational decisions for both The City of Austin and TTF. The regular care of the trail counter units affects the reliability and transmission of data. Regular maintenance should include:

- Assess physical damage, water damage, graffiti, or dirt/debris accumulation.
- Regularly wipe counter lens clean.
- Confirm data reliability through count verification using “Eco-Link” app.
- Adjustment and sensitivities may need to be adjusted with the help of Eco Counter representative.

## Fitness and Play Features

The Butler Trail currently provides a variety of fitness equipment and will include numerous new fitness and play features as a part of future park improvements. These assets include both stationary and interactive pieces that require regular assessment and maintenance for the safety of users. Regular maintenance should include:

- Assess all fitness/play equipment and areas for safety, cleanliness, operating condition and surfacing that is free and clear of hazards.
- Certified Playground Safety Inspectors may be required based on the feature being assessed. In such cases, inspections will be twice per year. TTF will follow all current PARD nature play standards and guidelines as applicable.
- Visually assess nails, bolts or screws to ensure they are well connected, flush with surfaces, and undamaged.
- Mechanically inspect features to ensure there is no damage to any components.
- Wipe down and clean equipment as needed.
- Assess lumber components of play features for replacement due to damage or rot.
- Assess fall surfacing for reconditioning or replenishing.
- Check equipment for unwanted animals and pests, such as wasps, rodents, and birds.
- Any unique parts or paints should be kept as back stock to make repairs as soon as possible to avoid shutting down the feature for an extended period of time.

## Installations (e.g., public art, temporary and permanent)

The Butler Trail plays host to a variety of both temporary and permanent installations which may include public art pieces, play features, and other installation types. Art installations along the Trail will follow guidelines adopted in the 2022 Butler Trail Arts & Culture Plan. These assets sometimes require unique maintenance based on the elements of the installation. Maintenance staff should coordinate special care standards with the associated designer, artist, or consultant associated with the installation. Regular maintenance should include:

- Regularly check installations for safety and visual appearance.
- Repairs and maintenance are unique to each individual piece depending on its location, material construction, and purpose, so repairs should be coordinated with the artist or consultant.
- A separate maintenance plan should be created for individual pieces for optimal care.

## Signage

Wayfinding, interpretive, and regulator signs are all represented on the Butler Trail. Additionally, individual projects and park areas may be designated with location name or donor signage. TTF will continue to follow all City protocol and codes regarding signage, as well as the 2022 Comprehensive Signage Plan. Many other signage types also occur and include but are not limited to Trail maps, mile markers, informational kiosks or bulletin boards, and temporary signage. Regular maintenance should include:

- Regularly check signage which can be done during trash/recycling removal, mowing or patrolling the Trail.
- Check park identification and wayfinding signs are in good condition, secured and properly installed.
- Check disabled parking signs are secure, visible, and installed to code.
- Check park rules signs are secure and properly installed at the appropriate location
- Check restroom signs are secure and visible.

- Check directional and regulatory signs are clean, painted and free of protrusions and graffiti, and are in the appropriate locations.
- Assess and update signage, as necessary.
- Repair and recondition donor signage as needed.
- Remove temporary signage as needed.
- Immediate removal of unauthorized signage

## Graffiti

TTF staff shall report signs of graffiti or vandalism when found in the park to a TTF manager. The TTF Manager will coordinate with the appropriate PARD maintenance staff to clean up or repair the incident as soon as possible. All built assets will be regularly checked for graffiti.

## 2.1.2 Natural Assets: Maintenance Standards

### Integrated Pest Management

The Trail Foundation is committed to an IPM approach that utilizes the most environmentally sound approaches to pest management and reduces and eliminates, where possible, the volume and toxicity of chemical pest control treatments. TTF will coordinate with PARD and WPD to update an IPM plan in alignment with existing best practices and City policy.

### Turf Care

The lawn areas around Lady Bird Lake represent an important source of recreation for the community. These areas are also the location of special events and community gatherings. Regular turf maintenance will vary between park areas due to the differences in use. Maintenance will include:

- Mowing and edging of turf areas are scheduled based on park usage where highly used parkland will be mowed more regularly based on park standard level as outlined in *Section 2.2*.
- Mowing and edging cycles increase during the growing seasons between the months of March and September.
- Lawns will be assigned the level of care to match that of the area of the park it is located.
- Seasonally aerate, overseed, and top-dress Level 1 turf areas as appropriate.
- Yearly aerate and overseed Level 2 turf areas as appropriate.
- Fill any ruts caused by mowing (no mowing to occur on wet turf).
- Use care to avoid hitting shrubs and planting beds during mowing, and do not damage trees.
- General weeding is performed as needed.
- Reseeding or sodding efforts occur as needed; install and maintain temporary fencing as needed to protect establishing turf or to protect turf regeneration efforts (resting the lawn).
- Fertilize turf as needed. Only plant derived fertilizers are allowed within the floodplain.
- Assess turf areas for conversion to natural area status, when possible, based on use, topography, and community support.

## Trail Edge Vegetation

Vegetation growing along the edge of the Trail plays an important ecological role in stabilizing the soil, providing habitat, filtering and slowing stormwater, and numerous other ecological benefits. Due to the proximity of the Trail to sensitive riparian habitat along the shoreline, it is important for maintenance staff to receive training in plant identification. Additionally, the establishment of Grow Zone areas help preserve the function of these spaces. To balance the needs of Trail users with habitat protection, a regular maintenance cycle should include:

- Regularly assess trail edge vegetation.
- Prune and mow trail edge vegetation such that it provides a safe Trail experience.
- Remove herbaceous vegetation from the trail surface and mowed to a maximum width of 3 ft from the Trail edge. Maintenance staff should be well acquainted with the location of Grow Zones and avoid mowing in these areas even when they touch the edge of the Trail.
- Special consideration is given to park bench clearance within the Grow Zone areas such that a maximum 5ft buffer will be maintained around the bench.
- Herbaceous vegetation in the Grow Zone should be pruned to the minimum height of 3-8' needed to provide views of the water in areas designated for views.
- Manage vegetation around built assets including but not limited to trash/recycling receptacles, drinking fountains, handrails, signage, bridges, retaining walls, gathering areas, and restroom facilities.
- Provide 8-10 ft vertical clearance at Trail edge with the exception of special circumstances to be assessed on a case-by-case basis by PARD Forestry (*see Urban Forestry SOP*).
- Remove nuisance and invasive plant species in coordination with TTF, PARD and WPD staff to ensure successful reduction of the plant population.
- Poison ivy occurring on the edge of the Trail is not managed with power tools or heavy equipment due to the aerosolization of the urushiol oils. Poison ivy vegetation will be managed by trained staff and may require the use of herbicide following IPM guidelines
- Revegetation efforts along the Trail edge will be coordinated with TTF, PARD, and WPD staff in the annual implementation document.

## Manicured Planting Areas

As a part of all parkland improvement projects promoted and led by TTF, native planting areas play a significant role in both the aesthetics of the space and its ecological function. Planting beds, including those in the TTF Adopt a Garden Program, shall be maintained to promote the health, visibility, natural colors and variety of each species. Regular maintenance should include:

- Perform general maintenance (pruning, weeding, trimming, etc.) regularly with an increase in the maintenance cycle occurring during the months of March and September.
- Trim groundcovers to prevent encroachment onto walkways.
- Regularly prune plants to best accommodate growth habit of each species.
- Remove nuisance and invasive plant species using mechanical methods.
- Use of herbicides will follow PARD IPM guidelines
- Fertilize planting areas with plant-based products.
- Add mulch to planting bed once a year or as needed.
- Assess planting areas for replanting needs. Special consideration should be given to incorporating volunteers in these efforts.

## Green Stormwater Infrastructure

Green stormwater control systems are designed to help mitigate and control stormwater during rainfall events by reducing downstream flooding, erosion, and filtering pollutants from water. They can be designed in many forms, but GSI practices used around Lady Bird Lake are usually restricted to rain gardens and vegetated buffer strips. Around the Trail these systems are both a necessity and an amenity that should be treated and cared for equally as such. Regular maintenance should include:

- Assess features regularly and as soon as possible after a heavy rain event.
- Manage and prune turf grass areas such that vegetation does not exceed 18 inches in height.
- Care for special plantings as appropriate to support plant health.
- Regularly remove trash, debris, and sediment build-up especially at inlet and outlet structures, and after rain events.
- Provide corrective maintenance when a GSI feature does not drain properly.
- Repair of any deterioration or damage to concrete and stone elements as needed.
- Replant non-vegetated or washed-out areas as soon as possible to minimize erosion.
- Remove nuisance and invasive plant species.
- Coordinate maintenance efforts and repairs with WPD.

## Urban Forestry

The thousands of trees that grow along the banks and around the parkland of Lady Bird Lake represent one of the most important natural resources of downtown Austin. In general, all maintenance activities should aim to best promote the long-term health of our urban canopy while providing a safe experience for visitors. Managing the urban forest will require regular inspections, new plantings, pruning and other forestry related activities to support healthy tree growth. These efforts should be overseen by an International Society of Arboriculture (“ISA”) certified arborist. Ongoing maintenance should include:

### Inspections and General Maintenance

- Inspect trees annually and pruned as needed for public safety. Prioritize removal or remediation of hazard trees in Level 1 areas.
- Closely monitor and assess all trees and woody species during routine maintenance for insect and disease problems.
- In open lawn areas, spread mulch around the base of each tree, starting 1-3 ft out from the trunk and extending to the dripline (when possible). Volunteers should be considered for this annual effort and sheet mulching should be used where appropriate.

### Planting and Tree Establishment

- Coordinate locations for new tree planting efforts along the Trail with input from TTF, PARD, and WPD staff.
- Stake newly planted trees as needed. Stakes should remain until trees are established and are able to stand without support (between one and two years from tree installation). Stakes may be left in place after the establishment phase to prevent damage or vandalism to young trees.
- Assess tree guys and adjust as needed to maintain tautness and avoid girdling of trees.
- When appropriate, maintenance staff should remove and dispose of guying/staking system.
- Irrigate all newly planted container trees and large woody species for 2-3 years.

## Pruning

- Prevent branch and foliage interference with requirements of safe public passage. Keep over street clearance to a minimum of 14 feet above the paved surface of the street, and 8-10 feet above the surface of the Trail and adjacent pedestrian facilities. Exceptions may be allowed for young trees, which would be irreparably damaged by such pruning action.
- Remove dead and dying branches and branch stubs that are 2-inch diameter or larger.
- Remove broken or loose branches and live branches which interfere with the tree's structural strength, and healthful development.
- Prune to reduce weight where excessive overburden appears likely to result in breakage of supporting limbs. Prioritize end weight reduction.
- Monitor new or excessive epicormic growth for possible removal. Considerations should be given to the tree age, recent weather conditions and other environmental stressors. When removal is recommended, clear trees of epicormic growth to a minimum height of 8 feet above ground level.
- Pruning schedules consider bloom cycle and should be done to promote each species natural habit and aesthetic appearance.
- Pruning within Grow Zone areas will be coordinated with TTF, PARD, and WPD staff, following all City code and regulations.
- Tree Care Permits will be obtained when needed. In consideration of the granting of any PARD Urban Forestry Program permit, an ISA Certified Arborist will be on site, and all work done in accordance with: 1) Austin City Code, Chapter 6-3 Trees and Vegetation; 2) American National Standards Institute (ANSI) Standards for Tree Care Operations A300 & Z133; 3) ANSI Standard for Nursery Stock Z60.1; 4) Scope of work will be completed.

## Improper pruning (DO NOT PERFORM)

- Severe cutting back of all growing tips usually referred to as topping.
- Flush cutting where a cut is made even with the surface of the trunk or limb, removing the branch collar and branch bark ridge.
- Stub cutting where branch removals result in the base of branch removed protruding more than approximately 1/4 inch beyond the zone of branch collar and branch bark ridge.
- Excessive cutting or lifting that exceeds the ISA or these specifications.

## Irrigation

Temporary and permanent irrigation systems are used around the Trail to support parkland improvement projects and establish trees and native plantings. The use of water resources to support the health of trees and other plantings will be done sustainably and irrigation systems will be designed and maintained to reduce water loss and runoff. Irrigation system maintenance will be performed only by a Texas state licensed Landscape Irrigator, Irrigation Technician, or Irrigation Inspector. Irrigation water sources will not use reclaimed water, per an agreement between City departments. Regular maintenance should include:

- Check irrigation system is fully operational with complete and uniform coverage.
- Check water lines for leaks.
- Check backflow prevention devices are in place and functioning properly.
- Check heads are installed properly for intended use.
- Properly adjust heads with rotations and arcs to reduce water runoff.
- Set systems to run at specific times to minimize evaporation and waste.
- Repair excavations are properly compacted, and turf is restored.
- Proactively winterize systems to prevent freeze damage.

## Natural Areas

The natural areas around the Trail not only function as a natural respite for the community but they also perform the role of reducing urban temperatures, improving air and water quality, providing habitat, and reducing erosion. The plant communities represented on the Trail (and recommended for restoration) include floodplain terrace woodland, riparian woodland, savanna grassland, and wetland areas. A more detailed documentation of these areas and restoration recommendations can be found in *The Butler Trail at Lady Bird Lake Natural Areas and Urban Forestry Guidelines*. Regular maintenance should include:

- Regularly remove trash and debris when safely accessible.
- Assess natural areas for invasive species and plan annual efforts to reduce their impact on natural areas. Invasive species include but are not limited to: Chinaberry (*Melia azedarach*), Chinese parasol tree (*Firmiana simplex*), Chinese tallow (*Triadica sebifera* (L.) Small), Japanese privet (*Ligustrum japonicum*), golden raintree (*Koelreuteria aniculata*), paper mulberry (*Broussonetia papyrifera*, syn. *Morus papyrifera* L), heavenly bamboo (*Nandina domestica*), giant reed (*Arundo donax*), johnson grass (*Sorghum halepense*), hedge parsley (*Torilis arvensis*), cat claw vine (*Macfadyena unguis-cati*), sweet autumn clematis (*Clematis terniflora*). For more detail on removal and mitigation, see the Natural Areas and Urban Forestry Guidelines.
- Plan annual plantings for the installation of native herbaceous and woody species. Species selection is based on plant community type and site conditions. These efforts are coordinated with the help of volunteers.
- Mow savanna grassland areas as needed not to exceed 1-2 times a year.
- Reseed natural areas with native seed mixes to improve biodiversity as needed. Give special attention to improve and increase the native wildflower species in savanna areas.
- Assess nesting boxes annually and repair as needed.
- Assess wetland enclosure fencing annually and repair as needed.

### 2.1.3 Programming and Events

#### Park Programs and Events

For the purposes of this O&M plan, Special Events are defined as events that:

- Occur one time or annually and whose primary purpose is to provide access to cultural and educational opportunities
- Primarily use The Butler Trail and Town Lake Metropolitan Park as an event venue
- Can severely impact the Trail and surrounding landscape

Special Events are a great way to bring together people of all backgrounds, cultures, and experiences. Programming and events attract new users to the Park and Trail and, by increasing positive activity, reduce negative park uses. In addition to regular programming, TTF is authorized to host up to 4 events with over 1,000 attendees per year which will be proposed, identified and detailed each year in the Annual Programming Plan. Close coordination with all City departments will continue to ensure that the Park's events calendar strikes a balance between the benefits provided by Special Events and the long-term sustainability of the Park.

#### Recommended Large Event Standards

To best promote the resiliency of the natural resources along the Butler Trail and in surrounding park spaces, standards for use in planning Special Events with large attendee levels expected (1,000+) will be identified in Annual Programming Plans, including but not limited to communication schedule, event maps, security, turf protection, tree protection, multi-modal transportation opportunities, and trash management.

## 2.2 Levels of Service

Designations for Level of Service (LOS) will be considered yearly through an annual implementation document and adjusted based on use. These levels of service apply only to TTF operations and are not expectations for municipal entities which have their own operational levels of service.

	Service Level		
	LEVEL 1 Destination Areas	LEVEL 2 Typical Trail	LEVEL 3 Moderate Use Areas
<b>Service Goal</b>	<i>Maximum maintenance applied to high-quality, highly visible areas along the Butler Trail associated with high levels of use.</i>	<i>High-quality maintenance to ensure a safe, attractive, and functional site and accommodate high levels of visitors.</i>	<i>Moderate level of maintenance associated with more natural areas of the Trail that experience lower to moderate, but consistent use.</i>
<b>BUILT ASSETS</b>			
<b>General Maintenance</b>	Prioritized response to all safety hazards and maintenance functions when problems are discovered as soon as possible.	Done whenever safety, function, or appearance is in question.	Done whenever safety or function is in question.
<b>Trail Surfacing</b>	Prioritized care, repairs, e.g. stabilize and reinforce trail.	Prioritized care after Level 1, repairs, e.g. stabilize and reinforce trail.	Prioritized care after Levels 1 and 2, repairs, e.g. stabilize and reinforce trail.
<b>Drainage Infrastructure</b>	Prioritized care, repairs, e.g. clear culverts and improve drainage.	Prioritized care after Level 1, repairs, e.g. clear culverts and improve drainage.	Prioritized care after Levels 1 and 2, repairs, e.g. clear culverts and improve drainage.
<b>Gathering Areas</b>	Kept tidy and clear of debris, and are cleaned prior to and after anticipated heavy use. Cleaned monthly. Repaired or replaced when appearances have noticeably deteriorated and when a safety hazard.	Kept tidy and clear of debris, and are cleaned prior to and after anticipated heavy use. Cleaned seasonally and on an as needed basis. Repaired or replaced when appearances have noticeably deteriorated and when a safety hazard.	Some tolerance of natural debris, and are cleaned prior to and after anticipated heavy use. Cleaned seasonally and on an as needed basis. Repaired or replaced as budget allows or when a safety hazard.
<b>Trash and Recycling</b>	Once per day during weekdays, twice per day during weekends.	Minimum of once per day, five days per week.	Minimum of once per day, five days per week.
<b>Restrooms</b>	Unlocked 24 hours a day (unless closed and locked for maintenance repairs), are considered closed during park curfew hours of 10pm to 5am. Cleaned & restocked 2 times per day.	Unlocked 24 hours a day (unless closed and locked for maintenance repairs), are considered closed during park curfew hours of 10pm to 5am. Cleaned & restocked 1 time per day and as needed	Unlocked 24 hours a day (unless closed and locked for maintenance repairs), are considered closed during park curfew hours of 10pm to 5am. Cleaned & restocked 1 time per day and as needed



	Service Level		
	LEVEL 1 Destination Areas	LEVEL 2 Typical Trail	LEVEL 3 Moderate Use Areas
<b>Service Goal</b>	<i>Maximum maintenance applied to high-quality, highly visible areas along the Butler Trail associated with high levels of use.</i>	<i>High-quality maintenance to ensure a safe, attractive, and functional site and accommodate high levels of visitors.</i>	<i>Moderate level of maintenance associated with more natural areas of the Trail that experience lower to moderate, but consistent use.</i>
<b>Drinking Fountains</b>	Kept tidy and clear of debris, cleaned weekly or as needed.	Kept tidy and clear of debris, cleaned monthly or as needed.	Kept tidy and clear of debris, cleaned as needed.
<b>Lighting</b>	Checked monthly. Kept clear of graffiti, ensure they are in working condition.	Checked quarterly. Kept clear of stickers, graffiti, and ensure they are in working condition.	Checked quarterly. Kept clear of stickers, graffiti, and ensure they are in working condition.
<b>Fencing</b>	Assess with other maintenance tasks. Inform maintenance managers of any damages, issues, etc.	Assess with other maintenance tasks. Inform maintenance managers of any damages, issues, etc.	Assess with other maintenance tasks. Inform maintenance managers of any damages, issues, etc.
<b>Furnishings</b>	Kept clean and functional. Minimal tolerance of visible wear and tear.	Kept clean and functional. Tolerance of minor wear and tear.	Kept clean and functional. Tolerance of moderate wear and tear.
<b>Trail Counters</b>	Kept functional and checked for data reliability annually.	Kept functional and checked for data reliability annually.	Kept functional and checked for data reliability annually.
<b>Fitness and Play Features</b>	Kept clean and functional. Minimal tolerance of visible wear and tear.	Kept clean and functional. Tolerance of minor wear and tear.	Kept clean and functional. Tolerance of moderate wear and tear.
<b>Installations</b>	Check weekly. Clear debris and litter. Contact artist for seasonal cleaning as needed.	Assessment frequency determined on case-by-case basis. Contact artist for seasonal cleaning as needed.	Assessment frequency determined on case-by-case basis. Contact artist for seasonal cleaning as needed.
<b>Signage</b>	Checked monthly.	Checked quarterly.	Checked quarterly.
<b>Graffiti</b>	Report to PARD as found, prioritized removal, ASAP.	Report to PARD as found, prioritized removal, ASAP.	Report to PARD as found, prioritized removal, ASAP.
<b>NATURAL ASSETS</b>			
<b>Turf Care</b>	Mowed at least once every 10 working days in the growing season. Aerate/Fertilize at least twice per year and reseed/ resod as needed.	Mowed at least once every 15 working days weeks in the growing season. Aerate/Fertilize once per year and reseed/ resod as needed.	Mowed at least once every month in the growing season. Aerate once per two years and reseed/ resod as needed.

	Service Level		
	LEVEL 1 Destination Areas	LEVEL 2 Typical Trail	LEVEL 3 Moderate Use Areas
<b>Service Goal</b>	<i>Maximum maintenance applied to high-quality, highly visible areas along the Butler Trail associated with high levels of use.</i>	<i>High-quality maintenance to ensure a safe, attractive, and functional site and accommodate high levels of visitors.</i>	<i>Moderate level of maintenance associated with more natural areas of the Trail that experience lower to moderate, but consistent use.</i>
<b>Trail Edge (Vegetation)</b>	Vegetation is managed at least once every month in the growing season. Seeded and planted twice per year.	Vegetation managed at least once every quarter. Seeded and planted twice per year.	Vegetation managed at least once every quarter. Seeded and planted twice per year.
<b>Green Stormwater Infrastructure</b>	Inspected every two weeks and within 24 hours of significant rain event. Maintenance cycle every 4 weeks during growing season and as needed rest of the year.	Inspected every month and within 48 hours of critically heavy rainfall. Maintenance cycle monthly during growing season and as needed rest of year.	Inspected every month and within 48 hours of critically heavy rainfall. Maintenance cycle quarterly.
<b>Manicured Plantings</b>	Plant care (water, fertilizing, weeding, etc.) is done at minimum once every month in the growing season and bi-monthly the rest of the year.	Plant care (water, fertilizing, weeding, etc.) is done at minimum quarterly in the growing season and as needed the rest of the year.	Plant care (water, fertilizing, weeding, etc.) is done seasonally or as needed.
<b>Trees</b>	Annual safety inspection, and within 48 hours of significant event, hazard trees are assessed.	Annual safety inspection.	Annual safety inspection.
<b>Irrigation</b>	Frequency of use follows rainfall, temperature, etc. Inspected 4 times per year.	Frequency of use follows rainfall, temperature, etc. Inspected annually.	Frequency of use follows rainfall, temperature, etc. Inspected annually.
<b>"Natural" Areas</b>	Bi-Monthly care during the growing season (pruning, invasive species control, etc.). Litter removal as needed. Immediate removal of safety hazards.	Quarterly care during the growing season (pruning, invasive species control, etc.). Litter removal as needed. Immediate removal of safety hazards.	Bi-annual care during the growing season (pruning, invasive species control, etc.). Litter removal as needed. Immediate removal of safety hazards.

## 2.3 Roles and Responsibilities

Refer to *2.6 Maintenance Zones* for how Phases are defined; Phase timelines vary by Maintenance Zone. Responsibilities for each maintenance task are determined by type, location, and ownership (i.e., PARD is primary responsible party for PARD owned/managed memorial benches; TTF is responsible for TTF built boardwalk memorial benches). Tasks shown in the table below are color coded based on assumed primary or secondary/supplemental responsible party. Tasks highlighted in yellow show a change in primary responsible party over the course of the plan. In those tasks where TTF assumes primary responsibility, the associated SOPs in *Section 2.1* will apply. TTF maintenance of privately owned/managed facilities or easements can be established through a third-party agreement.

TTF	PARD	WPD	Public Works	Private Land Owner	3rd Party
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TASK	Phase 1		Phase 2		Phase 3		Volunteers (Y/N)	ASSUMPTIONS
	Primary Respon.	Secondary Respon.	Primary Respon.	Secondary Respon.	Primary Respon.	Secondary Respon.		
Trail Surface/Infrastructure								
PARD Owned/Managed							N	TTF will provide a supporting role to PARD in the repair of minor trail surface and infrastructure issues. For larger repairs or replacements, TTF will consider more significant capital improvements as coordinated with City partners. TTF will maintain any new TTF-built trails.
TTF Built							Y	
Public Works Built / Managed							N	
3rd Party Built / Managed							N	
Private Owner or Managed							N	
Drainage Infrastructure								
PARD Owned/Managed							N	TTF will provide a supporting role to PARD and Watershed in the maintenance of drainage infrastructure. For larger repairs or replacements, TTF will consider more significant capital improvements as coordinated with City partners. TTF will maintain any TTF-built drainage infrastructure.
TTF Built							Y	
WPD Built /Managed							N	
Public Works Managed							N	
3rd Party Built / Managed							N	
Privately Owned/Managed							N	
Gathering Areas								
PARD Owned/Managed							Y	TTF will continue to act as the primary responsible party for TTF-built projects. In the Phase 3, TTF will also act as primary on all gathering areas.
TTF Built							Y	
Public Works Managed							N	
3rd Party Built / Managed							N	
Privately Owned/Managed							N	

TTF	PARD	WPD	Public Works	Private Land Owner	3rd Party
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TASK	Phase 1		Phase 2		Phase 3		Volunteer s (Y/N)	ASSUMPTIONS
	Primary Respon.	Secondary Respon.	Primary Respon.	Secondary Respon.	Primary Respon.	Secondary Respon.		
<b>Trash &amp; Recycling Receptacles</b>								
PARD Owned/Managed							N	TTF will provide support for PARD.
TTF Built							N	
3rd Party Built / Managed							N	
Privately Owned/Managed							N	
<b>Restrooms</b>								
PARD Owned/Managed							N	TTF will provide support for PARD built restroom facilities. TTF will act as primary responsible party for TTF-built restroom facilities starting in Phase 3.
TTF Built							N	
<b>Drinking Fountains</b>								
PARD Owned/Managed							N	TTF will provide support for PARD built fountains. TTF will act as primary responsible party for TTF-built fountains starting in Phase 1, however PARD will continue handling winterization.
TTF Built							N	
3rd Party Built / Managed							N	
<b>Lighting</b>								
PARD Owned/Managed							N	TTF will provide support for PARD and other city departments. TTF will act as primary responsible party for any new TTF-built lighting starting in Phase 1.
TTF Built							N	
Public Works Built							N	
3rd Party Built / Managed							N	
Privately Owned/Managed							N	
<b>Fencing</b>								
PARD Owned/Managed							N	TTF will provide support for PARD built fencing. TTF will act as primary responsible party for TTF-built fencing starting in Phase 1.
TTF Built							Y	
WPD Managed							N	
Public Works Managed							N	
Privately Owned/Managed							N	

TTF	PARD	WPD	Public Works	Private Land Owner	3rd Party
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TASK	Phase 1		Phase 2		Phase 3		Volunteer s (Y/N)	ASSUMPTIONS
	Primary Respon.	Secondary Respon.	Primary Respon.	Secondary Respon.	Primary Respon.	Secondary Respon.		
<b>Furnishings</b>								
PARD Owned/Managed							N	TTF will provide support for PARD built furnishings. TTF will act as primary responsible party for TTF-built furnishings.
TTF Built							Y	
Public Works Managed							N	
Privately Owned/Managed							N	
<b>Trail Counters</b>								
TTF Built							N	TTF will provide support for Public Works. TTF will act as primary responsible party starting in phase 3.
<b>Fitness and Play Features</b>								
PARD Built							N	TTF will provide support for PARD built features. TTF will act as primary responsible party for TTF-built features starting in Phase 1.
TTF Built							N	
Privately Owned/Managed							N	
<b>Installations</b>								
PARD Owned/Managed							N	TTF will provide support for PARD built installations. TTF will act as primary responsible party for TTF-built installations starting in Phase 1.
TTF Built							Y	
Privately Owned/Managed							N	
<b>Signage</b>								
PARD Owned/Managed							N	TTF will provide support for PARD built signage. TTF will act as primary responsible party for TTF-built signage starting in Phase 1.
TTF Built							Y	
3rd Party Built / Managed							N	
Privately Owned/Managed							N	
<b>Turf Care</b>								
PARD Owned/Managed							N	TTF will provide support to PARD for turf care with increasing support as capacity building allows. In any areas where TTF installs new turf, TTF will become the primary responsible party starting in Phase 1.
TTF Built							Y	
3rd Party Built / Managed							N	
Privately Owned/Managed							N	

TTF	PARD	WPD	Public Works	Private Land Owner	3rd Party
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TASK	Phase 1		Phase 2		Phase 3		Volunteers (Y/N)	ASSUMPTIONS
	Primary Respon.	Secondary Respon.	Primary Respon.	Secondary Respon.	Primary Respon.	Secondary Respon.		
<b>Trail Edge Vegetation</b>								
PARD Owned/Managed							Y	TTF will provide support to PARD for vegetation management with increasing support. TTF will act as primary responsible party for all Trail edge vegetation in Phase 3. In any areas where TTF installs new trail, TTF will become the primary responsible party starting in Phase 1.
TTF Built							Y	
3rd Party Built / Managed							N	
Public Works Managed							Y	
Private Owned/ Managed							N	
<b>Manicured Planting Areas</b>								
PARD Owned/Managed							Y	TTF will provide support for PARD built manicured garden spaces. TTF will act as primary responsible party for TTF-built areas starting in Phase 1. For projects funded through Public Works (Pfluger and Longhorn Dam Bridge) where enhanced Horticulture care is required, TTF is willing to support enhanced care in these areas.
TTF Built							Y	
Public Works Built or Managed							Y	
3rd Party Built / Managed							N	
Private Owned/ Managed							N	
<b>Green Stormwater Infrastructure</b>								
PARD Owned/Managed							Y	TTF will provide support for PARD and WPD built GSI facilities. TTF will act as primary responsible party for TTF-built GSI facilities starting in Phase 1.
TTF Built							Y	
WPD Built/Managed							Y	
3rd Party Built / Managed							N	
Privately Owned/Managed							N	
<b>Urban Forestry</b>								
<b>General Maintenance</b>								
PARD Owned/Managed							N	TTF will provide significant secondary support for PARD Forestry but will not act as primary responsible party.
TTF Built							Y	
Privately Owned/Managed							N	
<b>Planting and Tree Establishment</b>								
PARD Owned/Managed							Y	TTF will provide significant support for PARD tree plantings. TTF will act as primary responsible party for TTF
TTF Built							Y	

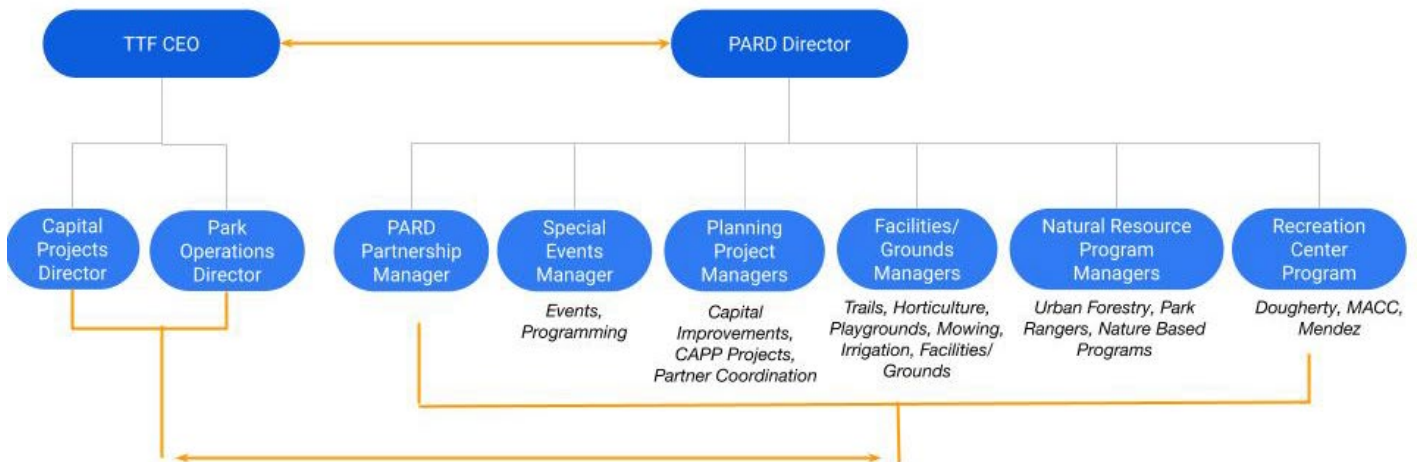
TTF	PARD	WPD	Public Works	Private Land Owner	3rd Party
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TASK	Phase 1		Phase 2		Phase 3		Volunteers (Y/N)	ASSUMPTIONS
	Primary Respon.	Secondary Respon.	Primary Respon.	Secondary Respon.	Primary Respon.	Secondary Respon.		
WPD Built	TTF	PARD	TTF	PARD	TTF	PARD	Y	installed tree plantings starting in Phase 1.
3rd Party Built / Managed	3rd Party	PARD	3rd Party	PARD	3rd Party	PARD	N	
Privately Owned/Managed	Private Land Owner		Private Land Owner		Private Land Owner		N	
<b>Pruning</b>								
PARD Owned/Managed	PARD	PARD	PARD	PARD	PARD	PARD	N	TTF will provide significant secondary support for PARD Forestry but will not act as primary responsible party.
TTF Built	TTF	PARD	TTF	PARD	TTF	PARD	Y	
<b>Irrigation</b>								
PARD Owned/Managed	PARD	PARD	PARD	PARD	PARD	PARD	N	TTF will provide support for PARD built irrigation. TTF will act as primary responsible party for TTF-built irrigation starting in Phase 1.
TTF Built	TTF	PARD	TTF	PARD	TTF	PARD	N	
Public Works Built	PARD	PARD	PARD	PARD	PARD	PARD	N	
Privately Owned/Managed	Private Land Owner		Private Land Owner		Private Land Owner		N	
<b>Natural Areas</b>								
PARD Owned/Managed	PARD	PARD	PARD	PARD	PARD	PARD	Y	TTF will act as primary responsible party for natural areas starting in Phase 1. Both PARD and WPD will always be involved in policy, funding, and program administration as secondary parties in the PARK O&M area.
PARD Owned/Managed		TTF		TTF		TTF	Y	
WPD Built	TTF	PARD	TTF	PARD	TTF	PARD	Y	
Privately Owned/Managed	Private Land Owner		Private Land Owner		Private Land Owner		N	
<b>Park Only Event Reservations</b>								
PARD Owned/Managed	PARD	PARD	PARD	PARD	PARD	PARD	N	TTF will act as primary responsible party for event reservations starting in Phase 3. Does not include ACE permitting.
<b>Facility Reservations</b>								
PARD Owned/Managed	PARD	PARD	PARD	PARD	PARD	PARD	N	TTF will act as primary responsible party for facilities reservations starting in Phase 2 for TTF-built facilities and Phase 3 for PARD-built facilities.
TTF Built	PARD	PARD	PARD	PARD	PARD	PARD	N	

## 2.4 Operations

### 2.4.1 Communications

The Trail Foundation’s organizational communication will provide structure for the flow of information both internally and between the organization and city departments especially between TTF and PARD. The flow of communications between the members and individuals of each party need not be strictly formal but should be regularly occurring. Lateral communication between departments and units within the same level of organization is important to maintain smooth operations. The table below shows the appropriate flow of communications as it relates to the existing chain of command within TTF and PARD. Note that this chart does not include communication with other City entities including Watershed Protection Department (WPD), Art In Public Places Department (AIPP), Austin Transportation Department (ATD), and Public Works Department (PWD) which will continue when applicable.



#### 2.4.1.1 Organizational Communications

Existing strategies for organizational communication should continue and be improved upon including:

- Regular informal check-in meetings for all pathways of communication (or bi-weekly depending on complexity of project) with representation from PARD, TTF, and WPD.
- Quarterly presentations by TTF to PARD and other city partners with additional breakout meetings as needed for further coordination.
- Regular site-visits coordinated between TTF Directors and PARD Managers.
- Monthly formal meeting between TTF CEO and PARD Director.
- Quarterly Committee meetings to consist of the TTF, the partnership manager, and other pertinent City and Partner staff as outlined in the POMA.



### 2.4.1.2 Contractor Communications

The Trail Foundation will regularly communicate with TTF contractors while they are on-site. Communications with TTF contractors should follow the organizational communications chart above such that if PARD staff needs to communicate with TTF contractors, TTF Directors will be contacted first.

### 2.4.1.3 Public Notices

The Trail Foundation will provide notice to the public in advance of events, meetings, construction, etc. which affect the public. These notices should be done in coordination with PARD Public Information Officers and Community Engagement Staff. Dependent on the nature of the operation, different timelines of advance notice will be established in coordination with TTF and PARD.

### 2.4.1.4 Incident Reporting

TTF will work collaboratively with the City to provide a safe environment in the Park. TTF will document any (Incident). To prevent the uncertainty of whether an incident should be documented, TTF policy establishes that all incidents known to TTF staff are reported.

Documentation of incidents should occur as close to the date and time of the incident as possible. Per the POMA, within three calendar days of receipt of notice of an Incident, TTF will notify the Director of the incident via email. TTF will maintain for review by the City information regarding Incidents, as well as security measures and safety programs (including recommendations for changes to such measures/programs), in the Park.

If the City determines the Incident to be material in nature, it will inform TTF of the same and TTF will submit an incident report within five business days after receipt of notice from the City that such incident report is required.

In accordance with the PARD Incident Reporting Policy PR-S-007, TTF staff witnessing or responding to an Incident shall first ensure the health and safety of individuals by reacting appropriately to the Incident and assessing the need for additional support (e.g. calling 911, seeking first aid or removing hazards). If the Incident requires a call to 911, TTF staff will first reasonably ensure the immediate safety of persons involved; second, make the call to 911; and third, begin the notification and documentation process.

The Park Operations Director will review any incident reports to ensure they are complete, accurate and include sufficient detail to describe the Incident. They will then determine whether the Incident requires follow-up actions, investigation, or additional notifications to the City consistent with the degree of seriousness of the Incident.

## 2.4.2 Trail Reroutes

There are times when operations require the temporary rerouting of the Trail. These may occur due to construction or emergency response. In the event of a TTF operated trail-reroute that last longer than 24 hours, TTF will follow these guidelines:

- Submit a re-route plan to PARD Public Information Officer and relevant community engagement staff.
- Communicate re-route plan with reasonable notice to the public through media outlets.
- Provide appropriate signage for re-route.
- If necessary, provide staffing to communicate and manage traffic.

## 2.4.3 Encampments

Illegal camping in City parks is the purview of the City of Austin. TTF will follow all current City policies and procedures in regards to encampments. Staff will report associated concerns as service requests through Austin 311. If the issue raises safety concerns or hinders TTF or its contractor's ability to maintain or operate the parkland as outlined in this document, a TTF representative will contact the appropriate contact at PARD or report the issue(s) at the regular field operations meetings.

## 2.4.4 Operations and Maintenance Capacity (non-public space)

As stated in the POMA, TTF will need an area for Operations and Maintenance capacity. Below are the characteristics of the central operations area and remote operations areas that TTF will utilize in order to execute the maintenance obligations of this agreement. All areas that will be used for O&M storage and maintenance will be permitted as needed and developed in compliance with all applicable codes, laws, and regulations. TTF will hold the City harmless for any theft or damage to TTF property on parkland. TTF will lead the permitting process with the support of the City.

### 2.4.4.1 Central Operations Area

This space will be used for storage of vehicles, equipment, materials, and office capacity for the primary purpose of Park Operations. This space may occur within a PARD facility or be a separate area. A temporary central space is acceptable, as availability dictates, until final location is agreed upon by TTF and PARD. If there is a need to relocate, PARD will use best faith efforts to give at least 12 months written advance notice to TTF. The core requirements of this central space include:

- Access to City of Austin Utilities at no cost to TTF.
- Securable perimeter – gated area allowing the space to be secured.
- Space that can accommodate TTF park operations staff.
- Lockable storage areas within space to separately secure equipment (shipping containers).
- TTF authority to build structures with PARD approval within the space. These would generally be temporary in nature for TTF to be able to relocate them as space is available.
- Flat areas for staging bulk operations materials (sand, mulch, topsoil, etc.) as permitted.
- Reasonable allocation for vehicle turnaround to ensure yard safety.
- Ability to install cameras for security purposes as needed.
- Material disposal capacity; use of dumpsters for disposal of organic and inorganic materials.

PARD will have access to facility when needed and will be coordinated between TTF and PARD management. The goal will be to have this central space either be within the Park O&M area, or within 1 mile from its border. If fencing or security infrastructure is not already in place, TTF will provide funding for new or additional infrastructure needed for TTF operations support.

#### 2.4.4.2 Remote Operations Areas

These spaces will be used for the remote storage of equipment and materials, as agreed upon with PARD, to be evenly spaced around the Park O&M area. These spaces can evolve as TTF responsibilities and park needs increase over time, as agreed upon in the annual implementation documents. These spaces are not limited to but generally serve the below functions:

- Storage of localized materials for project and operations execution.
- Storage or staging of organic debris (tree debris, weeds, etc.).
- Localized storage of Equipment and tools (shipping container, field boxes).

These may be located individually or adjacent to existing infrastructure. TTF will have access to existing building infrastructure within the Park O&M area (Festival Beach Restroom storage closet, Pfluger Circle maintenance closet, etc.) needed in order to maintain and operate the amenity per the agreement.

#### 2.4.5 Equipment

TTF will execute this Operations and Maintenance Plan through the appropriate use of land and water-based equipment. Reasonable communication with PARD partners on the execution of this work will take place on a routine basis. TTF will have the authority to operate equipment and vehicles to execute routine maintenance activities within the Park without requiring parking permits. Additionally, TTF branded vehicles will be exempt from paid parking in spots along the Park.

#### 2.4.6 Personnel

TTF will follow all government mandated fair hiring practices. Additionally, all personnel will undergo a background check before being hired and/or when supervising minors. TTF staff will receive the appropriate training as it relates to their position and opportunities for professional development will be available on an annual basis.

#### 2.4.7 Partnerships

In the spirit of community driven stewardship, TTF acknowledges and embraces its nonprofit partners along the Butler Trail and in the Park, including but not limited to Waterloo Greenway, Keep Austin Beautiful, and Shoal Creek Conservancy. In areas where a partner's mission physically overlaps with TTF, TTF will maintain regular communication regarding maintenance and programming activities and will collaborate with partners on any projects in the overlapping area.

## 2.5 Maintenance Reporting

Reporting on maintenance activities will be standardized across asset and landscape types to ensure proper tracking and execution of maintenance operations. The development of reporting standards will aid in the effective prioritization of work. In particular, this plan recommends the use of a priority ranking which identified maintenance tasks based on the urgency of the issue. For reporting purposes, maintenance work orders should be identified according to one of the four categories:

**1- Day Critical Health and Safety** – Report to the City of Austin staff immediately.

**7- Day Repairs** – Repair to be scheduled within 7 days to prevent the disruption of normal Trail and park use.

**21-Day Non-Critical** – Repair or maintenance should be scheduled within 21 days of reporting to maximize Trail user experience.

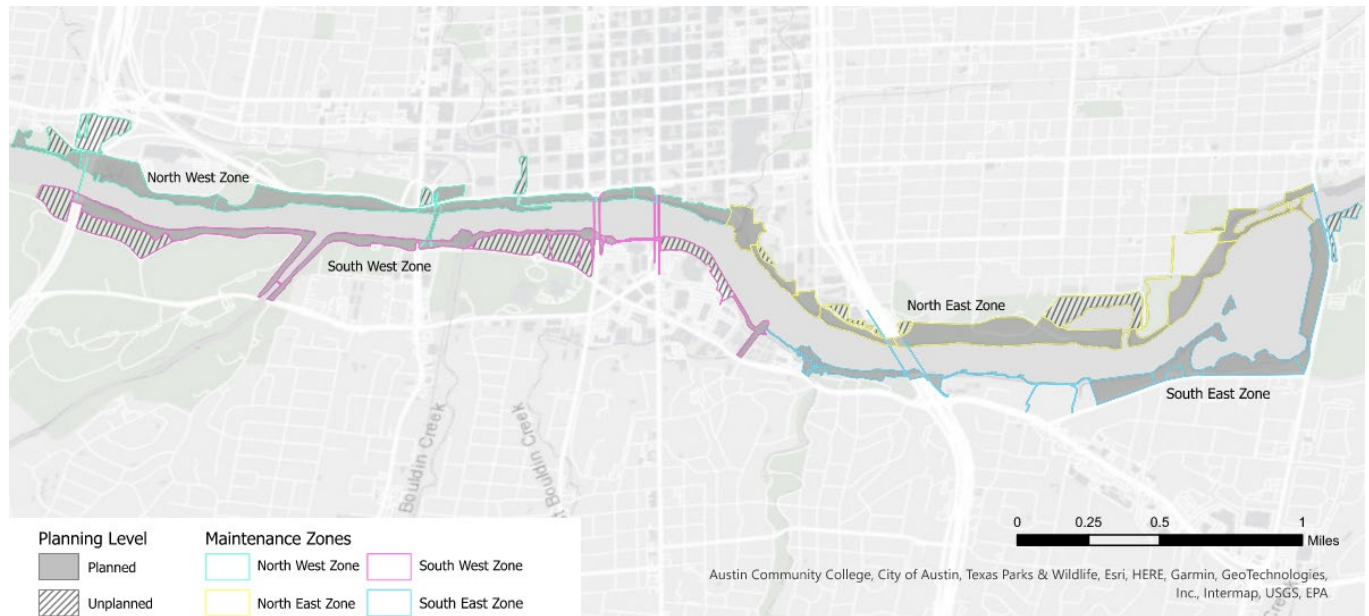
**30- Day Non-Critical** – Repair or maintenance should be scheduled within 30 days of reporting but is not significantly impacting Trail user experience and is considered non-critical.

### Work Order System

The successful implementation of the Butler Trail O&M Plan is contingent upon a system of communication that sets the team up to execute their work efficiently and effectively. The work order management system will provide a systematic approach of processing and completing maintenance work orders in a timely manner in order to minimize asset downtime and maximize Trail user experience. All assets and landscape elements are currently tracked and maintained in ArcGIS databases. The annual implementation documents will outline the deployment of a work order system integrated with the technology currently used for asset management. This system will be designed to effectively communicate with PARD's Asset Management team for ease of annual maintenance coordination and phasing.

## 2.6 Maintenance Zones

The Butler Trail passes through many parks and easements along its 10.1-mile loop around Lady Bird Lake. For the purpose of this O&M plan, the parkland on which the Trail sits has been divided into four maintenance zones, divided into north/south sections along Lady Bird Lake, and divided into east/west sections along Waller Creek in the north and Blunn Creek in the south. A more in-depth look at each zone can be found below.



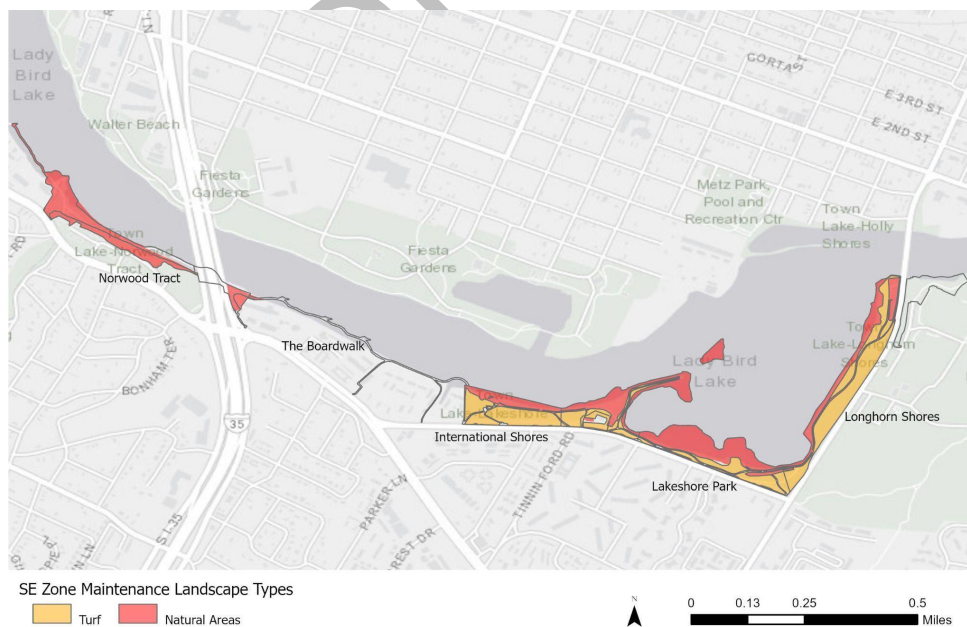
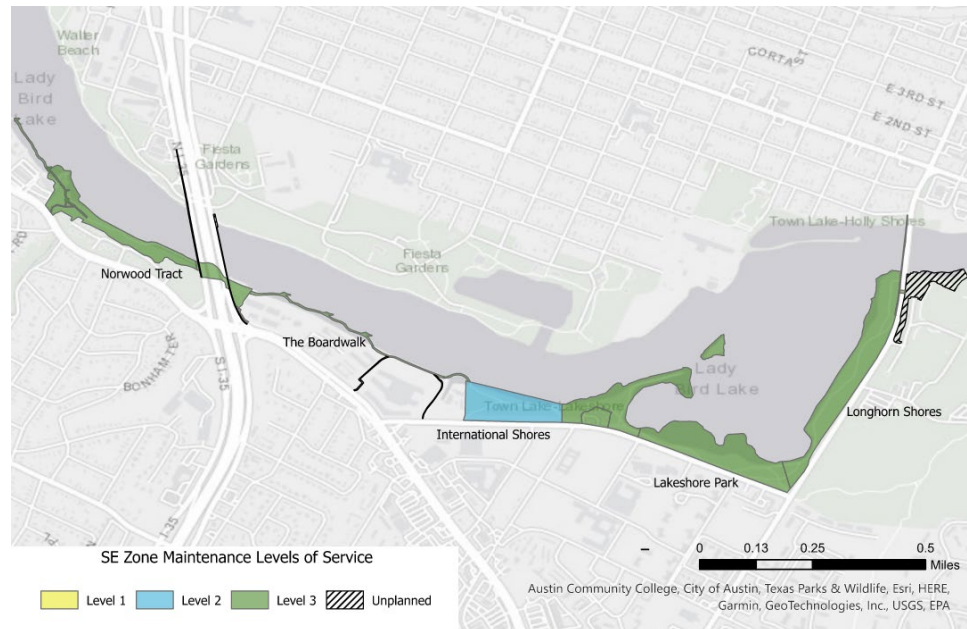
The O&M recommendations described below were fully developed for the 216.77 acres identified as “planned.” The land around Lady Bird Lake represents a mosaic of ownership including private land and state agency managed land. At this time, only City of Austin parkland (Town Lake Metropolitan Park) has been included in O&M planning efforts. O&M plans for “unplanned” areas will be included in the associated annual implementation document when agreements for their management are developed.

<b>Zone</b>	<b>Unplanned (acres)</b>	<b>Planned (acres)</b>	<b>Total (acres)</b>
SE Zone	4.37	52.53	56.90
NE Zone	16.35	70.57	86.92
SW Zone	42.23	37.87	80.09
NW Zone	14.47	55.80	70.27
Study Area	77.43	216.77	294.19

Each maintenance zone has Level of Service designations based on usage level (*see 2.7-2.9 Zone Maintenance*). Usage level will be monitored year over year using the data from electronic trail counters to determine changes in Level of Service designation. Note that any future capital improvements will follow City code and requirements and be managed per roles and responsibilities as outlined in *Section 2.3*.

## 2.7 SE Zone Maintenance

The Southeast maintenance zone is approximately 53 acres and includes Longhorn Shores, Lakeshore Park, International Shores, Norwood Tract, and the Boardwalk. It also includes private property with public easements for the Trail. The maps below show the Level of Service (LOS) recommendations and landscape types for the area. Only one area in the SE Zone (International Shores) is recommended for Level 2 due to the higher level of use.



## 2.7.1 Detailed Account of Current Elements in SE Zone

Item/Feature	Quantity
<b>TOTAL AREA (Acres)</b>	<b>56.90</b>
Level 1	0
Level 2	7.58
Level 3	44.95
Unplanned	4.37
<b>Trail Surface (miles)</b>	<b>3.6</b>
Gravel	1.9
Concrete / Concrete Pavers	1.7
<b>Trail Infrastructure</b>	<b>8</b>
Culverts and Drains	8
<b>Gathering Areas</b>	<b>15</b>
Lakeshore Park (Amphitheater and Memorial Bricks)	1
Longhorn Point Seating Area	1
PARD Scenic overlook	2
PARD Gazebo	2
Boardwalk Pier Rest Area	9
<b>Trash &amp; Recycling</b>	<b>28</b>
Trash Receptacle	23
Recycling Receptacle	5
<b>Restrooms</b>	<b>1</b>
Restroom at Lakeshore Park	1
<b>Drinking Fountains</b>	<b>2</b>
<b>Lighting</b>	<b>1</b>
Boardwalk Lighting	1
<b>Fencing (linear ft)</b>	<b>1600</b>
Split Rail Fencing	1600
<b>Furnishings</b>	<b>10</b>
TTF Memorial Bench	18
PARD Memorial Bench	7
Picnic Table	3
Bike Rack	3
Mutt Mitt	7
<b>Trail Counters</b>	<b>1</b>
Longhorn Dam Trail Counter	1
<b>Fitness and Play Features</b>	<b>1</b>
Lakeshore Park Exercise Equipment	1
<b>Installations</b>	<b>5</b>
Art (Belting it out sculptures)	4
Fortlandia installation site	1
<b>Signage</b>	<b>13</b>
Informational Sign	1
Rules Sign	3
Secondary sign (park name sign)	1
Mile marker signs	8
<b>Turf (acres)</b>	<b>19.7</b>
<b>Trail Edge Vegetation (miles)</b>	<b>2.18</b>
<b>Manicured Planting Areas (sqft)</b>	<b>500</b>
Butterfly Garden at Lakeshore Park	500

Item/Feature	Quantity
Green Stormwater Infrastructure	2
Longhorn Point GSI	1
Watershed Protection GSI	1
Urban Forestry (num. trees)	1560
Irrigation	2
Lakeshore Planting	1
Temporary Irrigation	1
Natural Areas (acres)	28.1

### 2.7.2 Discussion of Unplanned and New Elements.

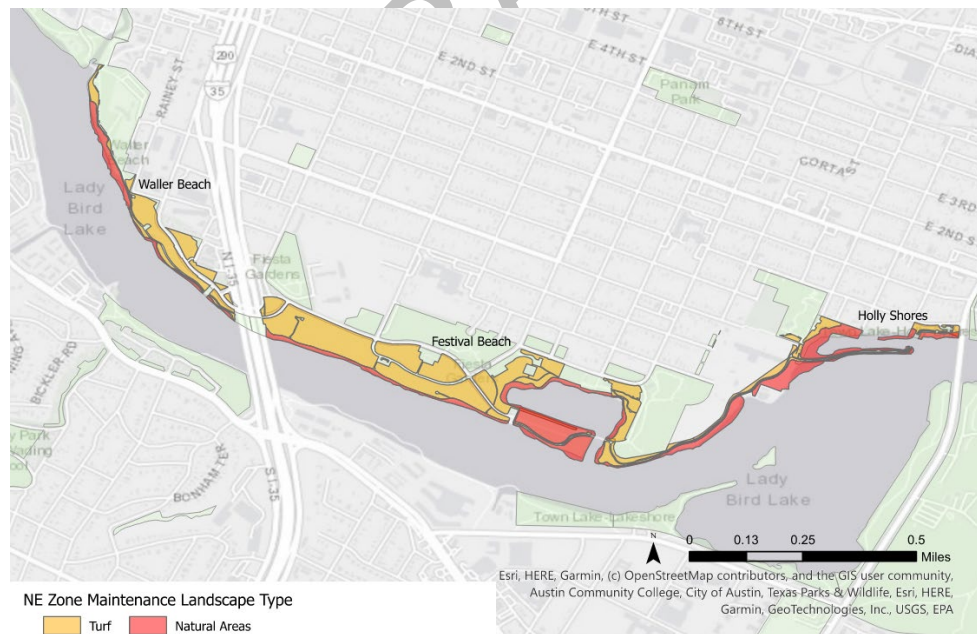
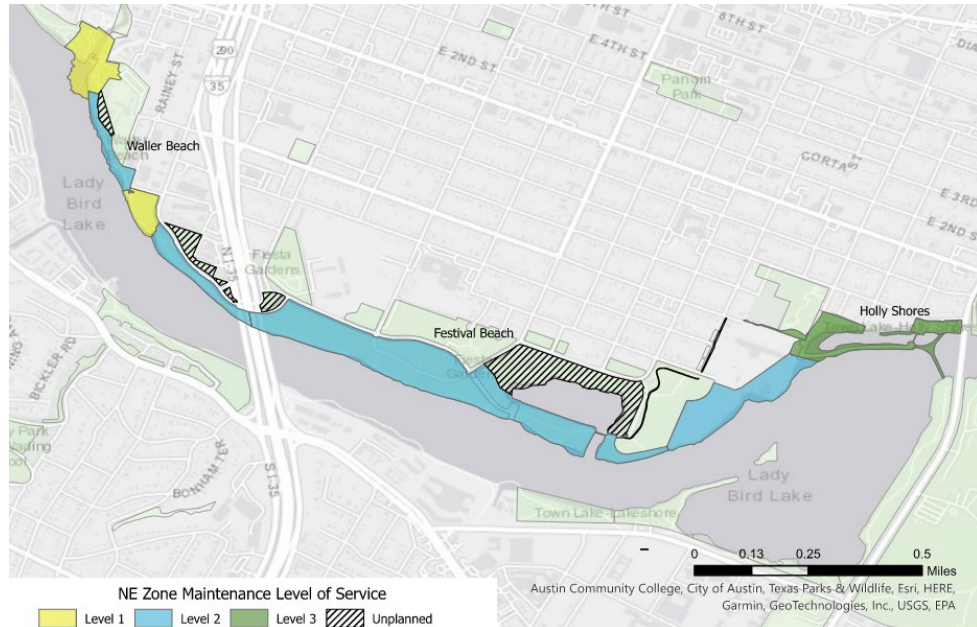
Notable unplanned or future elements within this zone include the new Longhorn Dam Multi-Modal Improvements project led by Public Works, the previous Hostel International building on Lakeshore Blvd., and the small section of Roy G Guerrero Park. Information on these elements/spaces can be added as appendices to this document and will be addressed in the annual implementation documents and Annual Programming Plan as appropriate.

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## 2.8 NE Zone Maintenance

The Northeast maintenance zone is approximately 71 acres and includes Waller Beach, Festival Beach and Holly Shores. It also includes sections of the now decommissioned Holly Power Plant, through which the Trail was recently rerouted. The area is primarily recommended for a LOS of Level 2, except for the Holly Shores area and Rainey Street Trailhead sections.



## 2.8.1 Detailed Account of Current Elements Northeast Zone

Item/Feature	Quantity
<b>TOTAL AREA (Acres)</b>	<b>86.92</b>
Level 1	9.82
Level 2	52.34
Level 3	8.44
Unplanned	16.35
<b>Trail Surface (miles)</b>	<b>3.3</b>
Gravel	2.4
Concrete / Concrete Pavers	0.9
<b>Trail Infrastructure</b>	<b>6</b>
Culverts and Drains	6
<b>Gathering Areas</b>	<b>7</b>
Picnic Shelter	1
PARD Scenic overlook	4
PARD Gazebo	1
Wooden Fishing Pier	1
<b>Trash &amp; Recycling</b>	<b>57</b>
Trash Receptacle	45
Recycling Receptacle	12
<b>Restrooms</b>	<b>2</b>
Miro Rivera Restroom w/ Rinse Station	1
Festival Beach Restroom	1
<b>Drinking Fountains</b>	<b>8</b>
<b>Lighting</b>	<b>0</b>
<b>Fencing (linear ft)</b>	<b>0</b>
<b>Furnishings</b>	<b>50</b>
PARD Memorial Bench	24
Picnic Table	19
Bike Rack	3
Mutt Mitt	4
<b>Trail Counters</b>	<b>0</b>
<b>Fitness and Play Features</b>	<b>0</b>
<b>Installations</b>	<b>4</b>
Trail of Tejano Legends	2
Big Arch	1
Brazos Art Sculpture	1
<b>Signage</b>	<b>15</b>
Kiosk	1
Stone Plaques	5
Regulatory Sign	1
Mile marker signs	8
<b>Turf (acres)</b>	<b>40.4</b>
<b>Trail Edge Vegetation (miles)</b>	<b>3.3</b>

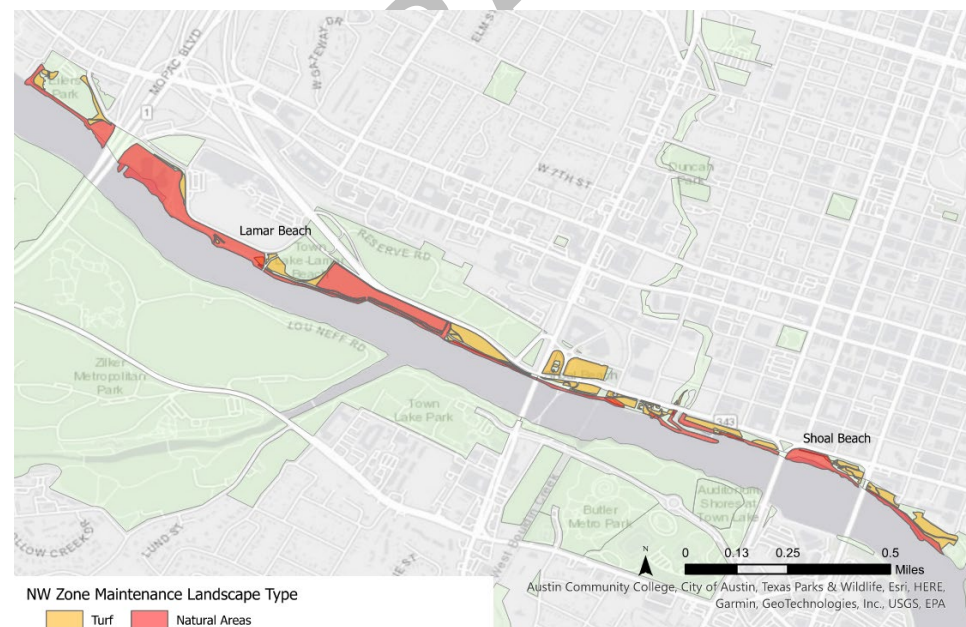
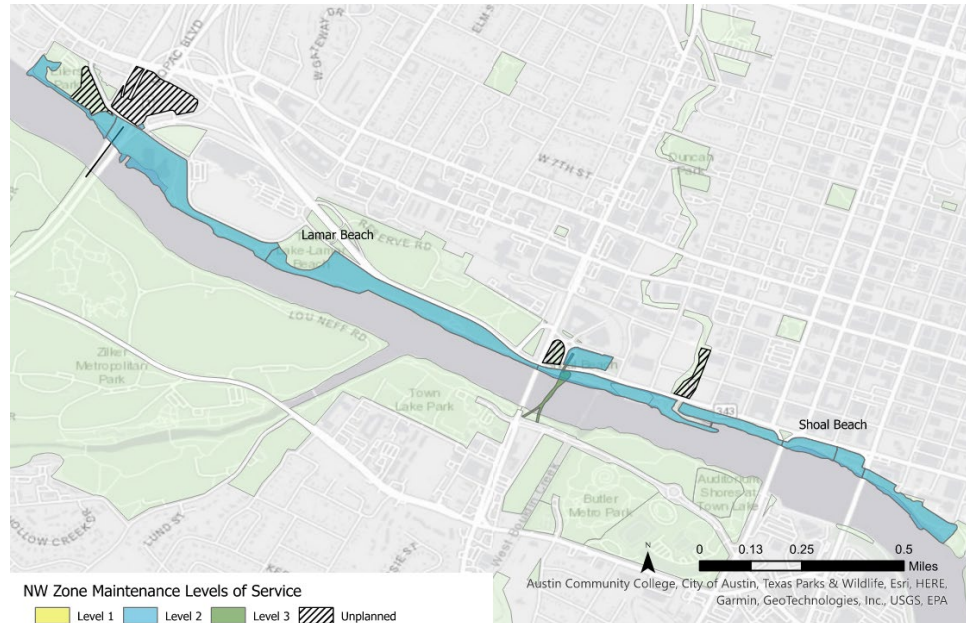
Item/Feature	Quantity
Manicured Planting Areas (sqft)	2500
Planting at Festival Beach	500
Kids Adopt A Garden at Camacho Activity Center	1500
Kids Adopt A Garden at Mendez Recreation Center	500
Green Stormwater Infrastructure	2
East Avenue GSI	1
East Avenue GSI #2	1
Urban Forestry (num. trees)	1831
Irrigation	1
Kids Adopt A Garden at Camacho Activity Center	1
Natural Areas (acres)	20

### 2.8.2 Discussion of Unplanned and New Elements

There are several notable unplanned or future elements within this zone. The Trail Foundation will be breaking ground on two new parkland improvement projects - Holly Project and Rainey Trailhead – in addition to future Lakefront Trail enhancements along the newly aligned Trail through the previous power plant property. Unplanned areas include the Fiesta Gardens section of Festival Beach. The Waller Creek Confluence Project, where Waterloo Greenway is planning new trail connections, is another project happening where The Trail Foundation will be secondary under the “Third Party Built / Managed” categories of the *2.3 Roles and Responsibilities* section, and item *6a.(1)* of the *Park Operations and Maintenance Agreement*. Coordination and engagement around the development of these projects will be an important part of future operations. Information on these elements/spaces can be added as appendices to this document and will be addressed in the annual implementation document and Annual Programming Plan as appropriate.

## 2.9 NW Zone Maintenance

The Northwest maintenance zone is approximately 56 acres and includes Shoal Beach, Lamar Beach, and Eilers Neighborhood Park. It also includes Sand Beach Park and a section of the Johnson Creek watershed currently managed by the Texas Department of Transportation. The entire zone is recommended for Level 2 LOS.



## 2.9.1 Detailed Account of Current Elements Northwest Zone

Item/Feature	Quantity
<b>TOTAL AREA (Acres)</b>	<b>70.27</b>
Level 1	0
Level 2	54.79
Level 3	1.01
Unplanned	14.47
<b>Trail Surface (miles)</b>	<b>2.9</b>
Gravel	1.5
Concrete / Concrete Pavers	1.4
<b>Trail Infrastructure</b>	<b>11</b>
Culverts and Drains	11
<b>Gathering Areas</b>	<b>15</b>
Brazos Bluff	1
Pflugler Circle	1
Johnson Creek Trailhead	1
PARD Scenic overlook	2
PARD Gazebo	2
Buford Tower	1
Fishing Pier/Dock	2
<b>Trash &amp; Recycling</b>	<b>26</b>
Trash Receptacle	16
Recycling Receptacle	10
<b>Restrooms</b>	<b>2</b>
Restroom at Johnson Creek	1
Restroom at Heron Creek	1
<b>Drinking Fountains</b>	<b>8</b>
<b>Lighting</b>	<b>1</b>
Boardwalk Lighting	1
<b>Fencing (linear ft)</b>	<b>2150</b>
Split Rail Fencing between the Bridges	950
Split Rail Fencing at Eilers Neighborhood Park	1200
<b>Furnishings</b>	<b>13</b>
Benches	43
Picnic Table	9
Bike Rack	4
Barbecue Pitt	1
Mutt Mitt	8
<b>Trail Counters</b>	<b>2</b>
North Congress	1
Roberta Crenshaw	1
<b>Fitness and Play Features</b>	<b>1</b>
Fitness Station at Eilers Park w/Rinse Station	1
<b>Installations</b>	<b>7</b>
AIPP Installations	7
<b>Signage</b>	<b>22</b>
Informational Sign	9
Kiosk	4
Mile marker signs	9
<b>Turf (acres)</b>	<b>17.9</b>

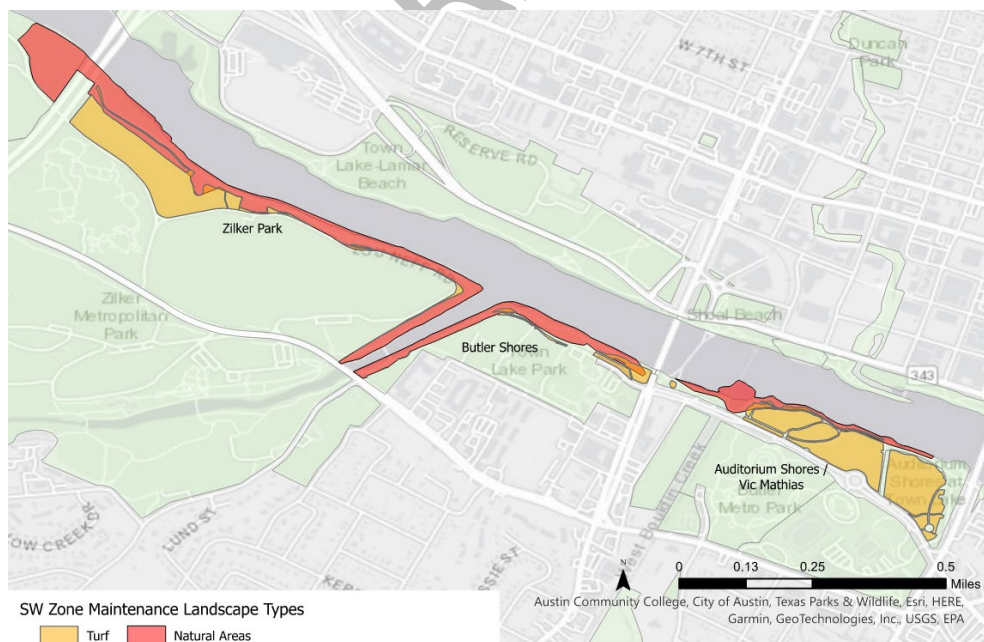
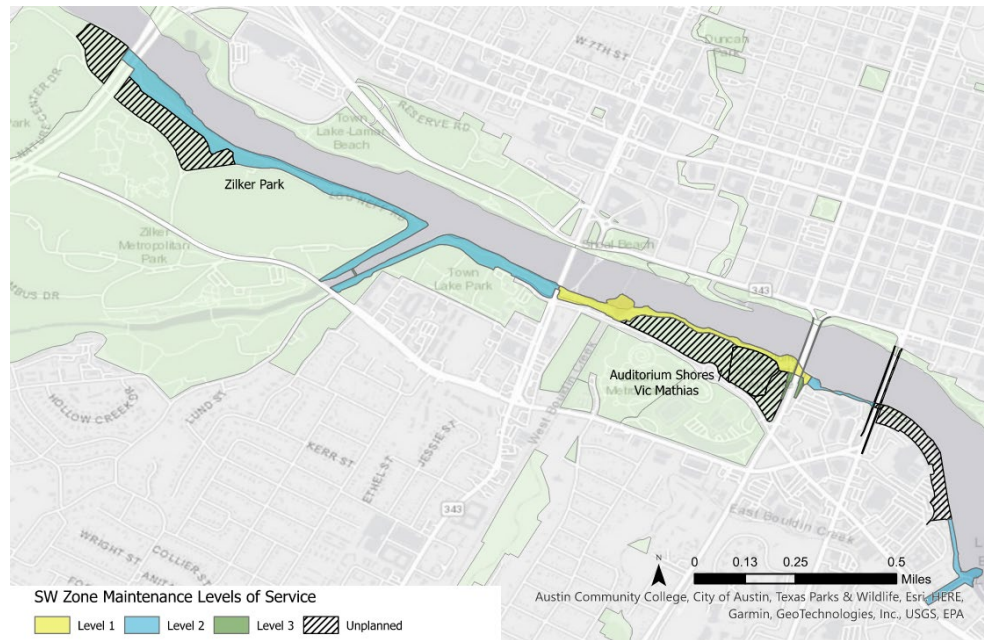
Item/Feature	Quantity
Trail Edge Vegetation (miles)	2.9
Manicured Planting Areas (sqft)	7900
Gardens at Johnson Creek Trailhead	3000
Garden at Johnson Creek Restroom	300
Pfluger Circle	1000
Brazos Bluff	3000
Adopt A Gardens	600
Green Stormwater Infrastructure	4
Johnson Creek Trailhead Raingarden	1
Northshore Overlook GSI	1
Congress Ave GSI	1
Brazos Bluff Rain Garden	1
Urban Forestry (num. trees)	2273
Irrigation	5
Johnson Creek Trailhead	1
Temporary Irrigation	2
Pfluger Circle Irrigation	1
Brazos Bluff Irrigation System	1
Natural Areas (acres)	29.5

### 2.9.2 Discussion of Unplanned and New Elements.

Notable unplanned or future elements within this zone include the renovation of the Seaholm Intake Facility, the Drake Bridge project along the north shore of Lady Bird Lake, and the Orange and Blue Lines, high-capacity rapid transit rail construction projects led by Project Connect. Coordination and engagement around the development of these projects will be an important part of future operations. Information on these elements/spaces can be added as appendices to this document and will be addressed in the annual implementation document and Annual Programming Plan as appropriate.

## 2.10 SW Zone Maintenance

The Southwest maintenance zone is approximately 38 acres and includes a section of Zilker Park, Butler Shores, and Vic Mathias Auditorium Shores. It also includes the privately owned Statesman property site easement in addition to other public easements for the Trail. The only area in the entire plan recommended for Level 1 LOS is located at Vic Mathias Auditorium Shores. All other areas in the SW Zone are recommended for Level 2.



## 2.10.1 Detailed Account of Current Elements in Southwest Zone

Item/Feature	Quantity
<b>TOTAL AREA (Acres)</b>	<b>80.95</b>
Level 1	7.94
Level 2	26.07
Level 3	.99
Unplanned	45.09
<b>Trail Surface (miles)</b>	<b>4.7</b>
Gravel	3.6
Concrete / Concrete Pavers	1.1
<b>Trail Infrastructure</b>	<b>4</b>
Culverts and Drains	4
<b>Gathering Areas</b>	<b>15</b>
Lou Neff Scenic Overlook and Memorial Bricks	1
Butler Point Scenic Overlook and Memorial Bricks	1
Brent Grulke Plaza	1
PARD Scenic overlook	4
Fannie Davis Gazebo	1
<b>Trash &amp; Recycling</b>	<b>46</b>
Trash Receptacle	35
Recycling Receptacle	11
<b>Restrooms</b>	<b>1</b>
Restroom at Vic Mathias	1
<b>Drinking Fountains</b>	<b>8</b>
<b>Lighting</b>	<b>1</b>
<b>Fencing (linear ft)</b>	<b>9000</b>
Split Rail Fencing at Zilker	4000
Split Rail Fencing at Auditorium Shores	5000
<b>Furnishings</b>	<b>27</b>
TTF Memorial Bench	0
PARD Bench	50
Picnic Table	6
Bike Rack	12
Mutt Mitt	15
<b>Trail Counters</b>	<b>2</b>
South Lamar	1
The Boardwalk	1
<b>Fitness and Play Features</b>	<b>2</b>
Butler Shores Exercise Equipment w/ Rinse Station	1
Auditorium Shores Exercise Equipment w/Rinse Station	1
<b>Installations</b>	<b>5</b>
AIPP Permanent Art Installations	4
<b>Signage</b>	<b>16</b>
Informational Sign	1
Regulatory Sign	2
Kiosk	1
Mile marker signs	12
<b>Turf (acres)</b>	<b>29.3</b>
<b>Trail Edge Vegetation (miles)</b>	<b>2.7</b>
<b>Manicured Planting Areas (sqft)</b>	<b>3600</b>



Item/Feature	Quantity
Vic Mathias	600
Between the Bridges	3000
Butler Point	300
Lou Neff Point	1500
Adopt A Gardens	900
Green Stormwater Infrastructure	1
Auditorium Shores Rain Garden	1
Urban Forestry (num. trees)	1760
Irrigation	2
Butler Point	1
Natural Areas (acres)	31.8

### 2.10.2 Discussion of Unplanned and New elements.

Notable unplanned or future elements within this zone include Vic Mathias Auditorium Shores, Southcentral Waterfront, Zilker Vision Plan, and the Orange and Blue Lines, high-capacity rapid transit rail construction projects led by Project Connect. Vic Mathias Auditorium Shores planning will require close collaboration with the PARD special events office; and Southcentral Waterfront planning will be contingent upon the development of the statesman site. Information on these elements/spaces can be added as appendices to this document and will be addressed in the annual implementation document and Annual Programming Plan as appropriate.

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## 2.11 O&M Plan Phasing

The below projections for the phasing of the Butler Trail O&M plan are based on the analysis of current organizational conditions. Phasing will be addressed on an annual basis between partners based on the then conditions of the Trail and all responsible parties involved and will be outlined in detail in annual implementation documents.

Operations and maintenance for each maintenance zone will transition through 3 stages over the course of 10 years. The projected timeline for the phasing of all four zones is represented in the Gantt chart below.

ZONE	YEAR									
	1	2	3	4	5	6	7	8	9	10
<b>Southeast</b>	Yellow	Yellow	Green	Green	Green	Blue	Blue	Blue	Blue	Blue
<b>Northeast</b>	Yellow	Yellow	Yellow	Green	Green	Green	Blue	Blue	Blue	Blue
<b>Northwest</b>	Yellow	Yellow	Yellow	Yellow	Yellow	Green	Green	Green	Blue	Blue
<b>Southwest</b>	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Green	Green	Green	Blue
		Yellow	Phase 1		Green	Phase 2		Blue	Phase 3	

\* TTF's roles and responsibilities will increase over time across the 3 phases as detailed in the above Roles and Responsibilities section (*Section 2.3*).

# 3.0 REVENUE

## 3.1 Overview

Coupled with private philanthropy, earned revenue from concessions and events is a critical part of sustaining the cost of O&M activities. At this time, the pro forma (expense and revenue projections) for TTF concessions, events and programming have not been included in this document. Annual implementation documents will outline more detailed financial information from earned revenue including any planned events that trigger Partially Open closure designations.

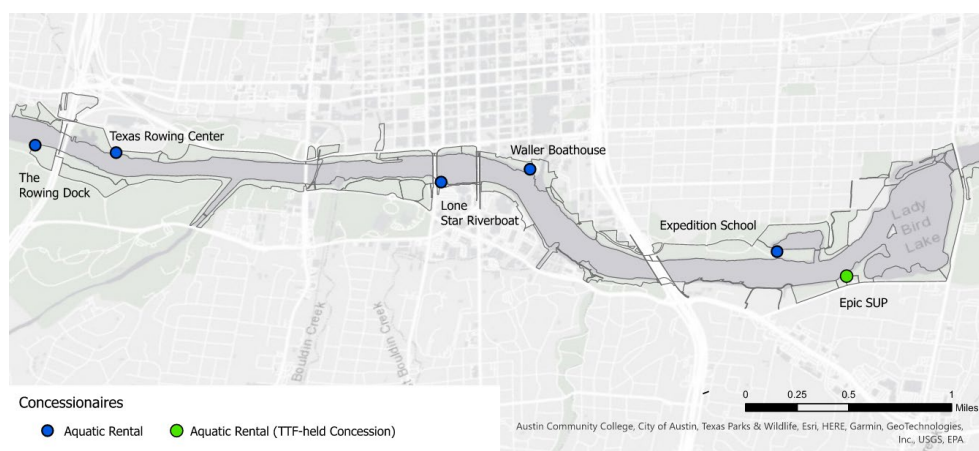
## 3.2 Concessionaires

PARD holds existing long term concessionaire agreements at the locations indicated in the map below. Existing concessionaire agreements held by PARD are indicated in blue. TTF currently holds the concessionaire agreement with Epic SUP, indicated in green.

In accordance with the POMA, from and after the date TTF is in Phase 2 of this Plan (or such earlier date as may be agreed to by Director and TTF) with respect to a particular zone, TTF may manage concessions within such zone in accordance with the following:

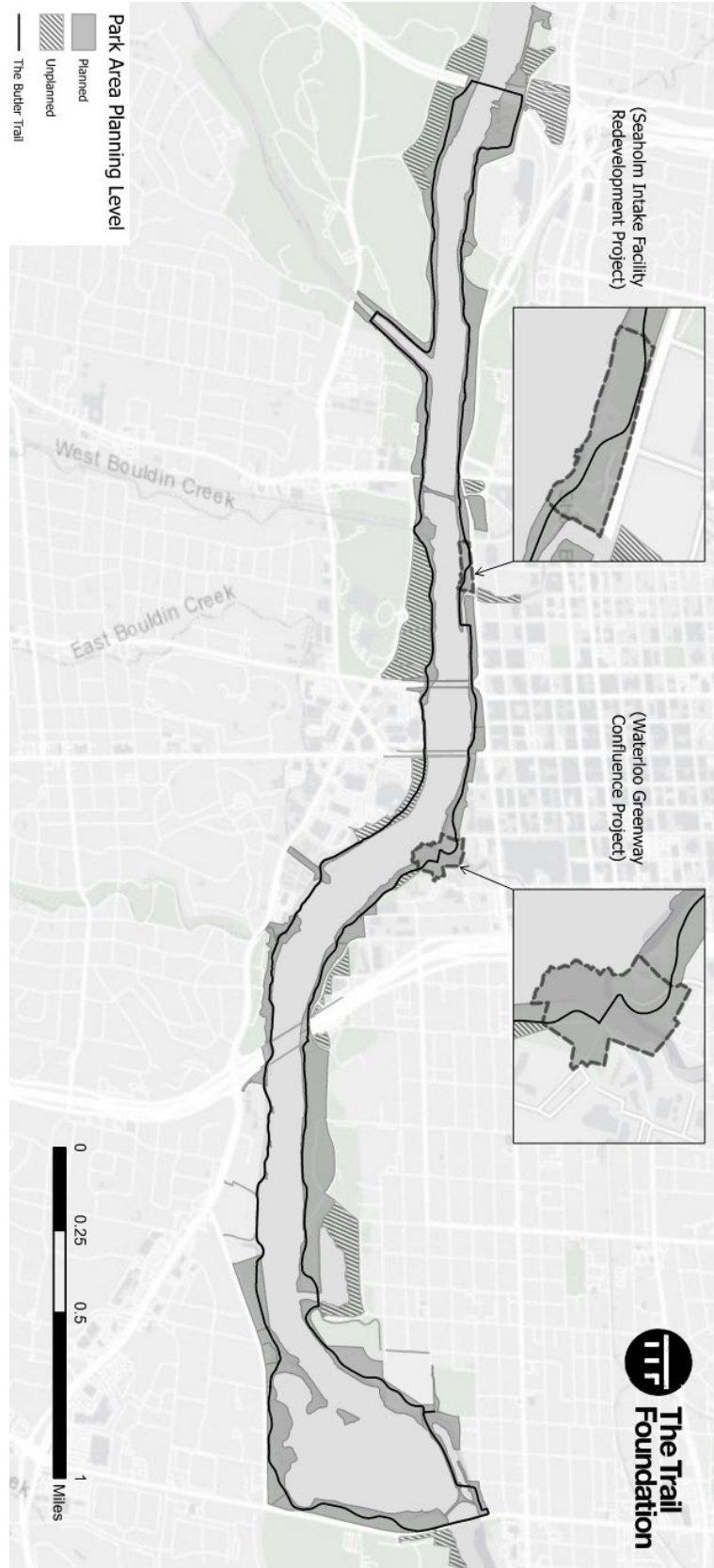
- TTF may develop a process for soliciting, selecting, and entering into agreements with concessioners in the Park
- Concession procedures and agreements shall adhere to Title 8, Article 5, Division 2 of the City Code
- TTF will submit the concession procedure for Director approval in the annual implementation document(s)
- TTF will secure, or cause the concessioners to secure, all applicable permits and licenses required by City Code (unless waived by the Director or City Council) and ensure the concession otherwise complies with applicable law.

For any concession agreement where TTF is a party, all revenue from the concession agreement shall be paid to TTF in consideration of TTF’s management of the concession agreement and performance of its obligations therein; provided, however, that such revenue shall be considered gross revenue, shall be deposited into the Park Operations Fund and used to pay Park Operating Expenses. These funds are a significant leveraging of philanthropic contributions which offset these ongoing maintenance costs of this area and allow for those concession funds to be restricted to the adjacent parkland and Trail.



# 4.0 EXHIBITS

## 4.1 Park Map



## 4.2 Glossary

**Primary:** The designated primary responsible party is responsible for the management, development, quality and delivery of the responsibility following the agreed upon processes and procedures. In those tasks where TTF assumes primary responsibility, the associated SOPs in *Section 2.1* will apply.

**Secondary/Supplemental:** The designated secondary responsible party shall be a contributor within the activities toward the completion of the responsibility. There may be a dependency on the secondary responsible party to complete tasks in order for the deliverable itself to be complete. If a secondary responsible party is listed under responsibility, it indicates that there is X that is anticipated by this party. Specific secondary roles will be agreed upon annually by both parties in the Annual Implementation Document.

**Planned:** The designated areas identified for TTF operations and maintenance responsibilities as laid out in *Section 2.3*

**Unplanned:** Areas identified for potential future TTF operations and maintenance responsibilities. These areas typically represent parkland in which there is ongoing planning or projects at the time of this Plan. When there is an agreement between partners (outlined in the Annual Implementation Document) to transition these unplanned areas to planned areas within this Operations and Maintenance Plan, these areas would follow outlined roles and responsibilities as laid out in *Section 2.3*.

## 4.3 References

City of Austin, 2022. “Austin PARD SOP Trail Vegetation Removal”

City of Austin, 2022. “COA PARD Grounds Maintenance Management Plan Service Levels Draft”

City of Austin, 2014. “MOU, Grow Zone/Buffers in Parks Agreement”

City of Austin, 2017. “Integrated Pest Management Program”

City of Manassas, 2017. “City of Manassas Parks Maintenance Plan”

City of Medford, 2016. “PARK ZONE Maintenance and Operation Plan”

City of Portland, 2015. “Section 32 9013, Tree Pruning”

City of Roanoke, 2007. “Comprehensive Parks Maintenance and Operations Plan”

City of Wichita, 2013. “Forestry & Maintenance Division Operations Manual”

Design Workshop, 2017. “Operations and Maintenance Manual for Garrison Memorial Park”

Lionheart, 2019. “Onion Creek Metro Park District Operations and Maintenance Plan”

Siglo, 2015. “The Butler Trail at Lady Bird Lake Urban Forestry and Natural Area Management Guidelines”

## 4.4 PARD Exhibits

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**Exhibit E**

**Incident Report Form**

*[see attached]*



Incident Report - Primary Section

Involved Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Division: \_\_\_\_\_ Location: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Worker Type  Contractor  Full Time Employee  Part Time Employee  Temp/Seasonal

Incident Type  Aquatic Emergency  Conduct/Behavior  Employee Injury  Hazard Materials Spill

Illegal Activity  Near Miss  Non-Employee Incident  Property Damage  Security  Vehicle

Was one or more Vehicles Involved in a collision or other situation?  Yes  No (If yes, complete the Vehicle Section(s) on Page 2)

Was an employee/directly supervised contractor injured?  Yes  No (If yes, complete the Employee Injury Section on Page 4)

Was this a Non-Employee incident/injury?  Yes  No (If yes, complete the Non-Employee Involved Party Section on Page 3)

Was Property Damage Involved?  Yes  No (If yes, complete the Property Damage Section on Page 3)

Did Fire, EMS, or Police respond?  Yes  No (If yes, complete the First Responders Section on Page 3)

Incident Description (Describe in detail what happened; use page 4 or extra paper if needed) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Incident Report - Incident Report Preparation Information

Report prepared by: \_\_\_\_\_ Title: \_\_\_\_\_

Supervisor : \_\_\_\_\_ Date Submitted to COA: \_\_\_\_\_

Incident Report - Details Section

Incident Initially Reported to: \_\_\_\_\_ Title: \_\_\_\_\_

Description of Location \_\_\_\_\_

Weather  Clear  Cloudy  Fog  Ice  Indoors  Rain  Sleet  Snow  N/A

Lighting  Dark: No Street Lights  Dark: Street Lights  Dawn or Dusk  Daylight  Indoors  N/A

**Incident Report - Vehicle Involved** *(leave blank if there was no vehicle involved)*

**Vehicle Type**     Company Vehicle     Heavy Equipment     Private Vehicle    Vehicle Make: \_\_\_\_\_

Model: \_\_\_\_\_ Year: \_\_\_\_\_ License Plate: \_\_\_\_\_ Fleet Unit ID: \_\_\_\_\_

**Vehicle Action**     Backing     Changing Lanes or Merging     Going Straight     Negotiating a Curve     Parked  
 Maneuvering to Avoid an Object, Person or Vehicle     Standing/Stopped     Stopping/Starting     Turning Left  
 Turning Right     Other (Specify in Incident Description on page 1)

Number of Passengers: \_\_\_\_\_ Names of Passengers: \_\_\_\_\_

**Incident Report - Other Vehicle Involved** *(leave blank if there was no additional vehicles involved)*

**Vehicle Action**     Backing     Changing Lanes or Merging     Going Straight     Negotiating a Curve     Parked  
 Maneuvering to Avoid an Object, Person or Vehicle     Standing/Stopped     Stopping/Starting     Turning Left  
 Turning Right     Other (Specify in Incident Description on page 1)

**Vehicle**    Make : \_\_\_\_\_    Model: \_\_\_\_\_    Year: \_\_\_\_\_    License Plate: \_\_\_\_\_

Number of Passengers: \_\_\_\_\_ Names of Passengers: \_\_\_\_\_

**Owner**    Does the Driver     Yes  
**Information**    own the Vehicle?     No    Name: \_\_\_\_\_    Phone: \_\_\_\_\_

Owner Address (street/city/state/zip) : \_\_\_\_\_

**Driver**  
**Information**    Name : \_\_\_\_\_    Phone: \_\_\_\_\_    DL No.: \_\_\_\_\_    State: \_\_\_\_\_

Driver Address (street/city/state/zip) : \_\_\_\_\_

Driver DOB: \_\_\_\_\_ Insurance Co: \_\_\_\_\_ Policy No: \_\_\_\_\_

**Additional Vehicles** (use page 4 or extra paper if needed)

**Incident Report - Witness Information** *(leave blank if no witness)*

**NOTE:** Regarding incidences of suspected abuse, vulnerable populations (including children and seniors) should not be interviewed.  
Volunteered statements may still be recorded.

**Witness 1** Phone: \_\_\_\_\_ Name : \_\_\_\_\_

Address(street/city/state/zip) : \_\_\_\_\_

Email: \_\_\_\_\_ Was he/she     Yes  
Interviewed?     No    Age: \_\_\_\_\_

**Witness Statement** (Use page 4 or additional paper if necessary) \_\_\_\_\_

Witness 2 Phone: \_\_\_\_\_ Name : \_\_\_\_\_

Address(street/city/state/zip) : \_\_\_\_\_

Email: \_\_\_\_\_ Was he/she  Yes  
Interviewed?  No Age: \_\_\_\_\_

Witness Statement (Use page 4 or additional paper if necessary) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Witnesses** (use page 4 or extra paper if needed)

**Incident Report - Non-Employee Incident** (leave blank if there was no involvement of a non-employee in incident)

**Involved Person Classification**     Patron/General User     Contractor     Trespasser     Program Participant

Name : \_\_\_\_\_ Gender:  Male  Femal    DOB: \_\_\_\_\_

Address(street/city/state/zip) : \_\_\_\_\_

Phone: \_\_\_\_\_ Race/Ethnicity: \_\_\_\_\_

**Nature of Incident** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Was person transported from the scene for more medical attention?  Yes  No  
Was Aid Refused?  Yes  No  N/A  
Suspected Neglect/Abuse  Yes  No  N/A  
Level of Consciousness  
 Altered State     Conscious     Unconscious

Did Incident involve Injury  Yes  No   
Blood Present  Yes  No   
Gloves/PPE used  Yes  No   
Rescue Breathing/CPR used  Yes  No  N/A  
Person watched for 15 minutes for dry drowning (If incident involved water)  Yes  No  N/A

List care provided by TTF Staff/ COA Provided \_\_\_\_\_

**Complete this section for Aquatics related incidences only**

**Type of Aquatic Incident**     Active drowning victim     Distressed victim     Passive victim     Spinal Injury victim

Water Depth: \_\_\_\_\_ Primary Rescuer: \_\_\_\_\_

Secondary Rescuer : \_\_\_\_\_ Additional Rescuer: \_\_\_\_\_

**Incident Report - Emergency Responders** (leave blank if no Fire/EMS/Police reported to the incident)

Did Fire or EMS respond to the incident?  Yes  No    If so, provide the Fire/Medical Report Number : \_\_\_\_\_

Did Police or Security respond to the incident?  Yes  No    If so, provide the Police/Medical Report Number : \_\_\_\_\_

Officer Badge Number (For reported incidences of suspected abuse or neglect) : \_\_\_\_\_

**Incident Report - Property Damage** (leave blank if there was no damaged property involved)

Estimated Value of Property Damage: \_\_\_\_\_

