Draft Recommendation: Proposed amendments to the Interlocal Agreement between the City and the University of Texas related to the Brackenridge Tract.

Chair Woods and Parliamentarian Ahmed:

1. General recommendation to ensure the conveyance of Lions Municipal Golf Course allows for flexible public use beyond golf, such as opening the property as general parkland at designated times and offering programming for non-golfers.

2. Increase the maximum building height to at least 200 feet, and remove the provision capping all buildings at 65 feet as measured from Lake Austin Boulevard, which would otherwise limit that increase.

3. Require that all TIRZ-required affordable housing, and all replacement of the affordable student housing currently on the tract, be located either on-site or within the boundaries of the TIRZ.

4. Ensure the TIRZ has a net positive fiscal impact on the City over its term, and that up-front infrastructure costs are funded by UT or its developers and reimbursed only from tax increment actually collected, without the City issuing bonds.

5. Ensure non-University development on the tract aligns with Austin's strategic plan, including requiring UT to grant a public easement within the Lady Bird Lake setback for a future extension of the Hike & Bike Trail.

6. Preserve the Brackenridge Field Laboratory by excluding its land from non-University development or securing UT's commitment to keep it at its current location.

Commissioner Breton:

1. Ensure conveyances of the land currently occupied by the Lions Municipal Golf Course and the West Austin Youth Association from the University to the City are broad enough to facilitate only the conveyance of property. Acceptable uses for the land should be determined and codified by the City only.

2. As a part of establishing a TRIZ, include non-car-oriented transportation infrastructure in the preliminary project and financing plan, including but not limited to a continuous, ADA-compliant pedestrian and bicycle accessible boardwalk along the length of Lady Bird Lake between the University of Texas Rowing Center and the Emmett Shelton Bridge.

3. To incentivize the preservation of the Brackenridge Field Laboratory (BFL) and maximize potential funding for infrastructure identified within the TIRZ preliminary project and financing plan:

a. Amend the primary development standards for the areas currently occupied by the Brackenridge Apartments, Colorado Apartments and Boulevard at Town Lake to reflect the site development regulations of the City's CBD zoning district.

b. Identify the BFL and associated areas of research as a zone with restricted development rights for buildings not used for long-term research and exclude this zone from any transfer of entitlements.

Haney

1. Convey Lions Municipal Golf Course to the City as early as practicable after the amended agreement is executed and not make conveyance contingent on completing the right-of-way vacations, the Mueller lease amendment, the regulating plan, or the TIRZ. Until conveyance, provide that Section 16.24 of the 1989 agreement, which ends the City's interest in the golf course if the agreement is terminated or voided for any reason, does not apply.

2. Define in the amended agreement what development qualifies as a University purpose, and have UT commit not to seek a property tax exemption for land it ground leases to private parties for non-University development within the TIRZ.

3. Remove pawn shop, automotive sales, rental and repair, service station, and exterminating services from the allowed uses in Exhibits A-1 and A-2.

4. Carry forward the 1989 agreement's protections inside the 200-foot Lady Bird Lake setback (no structures or parking within the first 150 feet, and impervious cover limits of 15 percent in the first 150 feet and 30 percent in the remaining 50 feet), along with protection of the Red Bud Trail Capitol View Corridor.

5. Carry forward Section 7.5.g.13 of the 1989 agreement, which provides that the Biological Field Laboratory (aka Brackenridge Field Laboratory), as shown on Exhibit A-5, will not be developed for a Non-University Purpose, and apply it for the full term of the amended agreement. The Laboratory's acreage should continue to count toward the aggregate floor area ratio so the University's total development entitlement is unchanged.