



Rollingwood Park

MASTER PLAN

June 2018



City Council

- Roxanne McKee, Mayor
- Sara Hutson, Alderwoman and Mayor Pro Tem
- Michael Dyson, Alderman
- Bobby Dillard, Alderman
- Gavin Massingill, Alderman
- Wendi Hundley, Alderwoman

Park Commission

- Toni Hudson, Chair
- Joanne Parker
- David Bjork
- Marina Breeland
- Amy Pattillo
- Susan Miller



Design Team

- Brian Ott, Principal
- Philip Koske, Principal
- Jessica Zarowitz, Landscape Architect
- Alice Kirchoff, Landscape Designer

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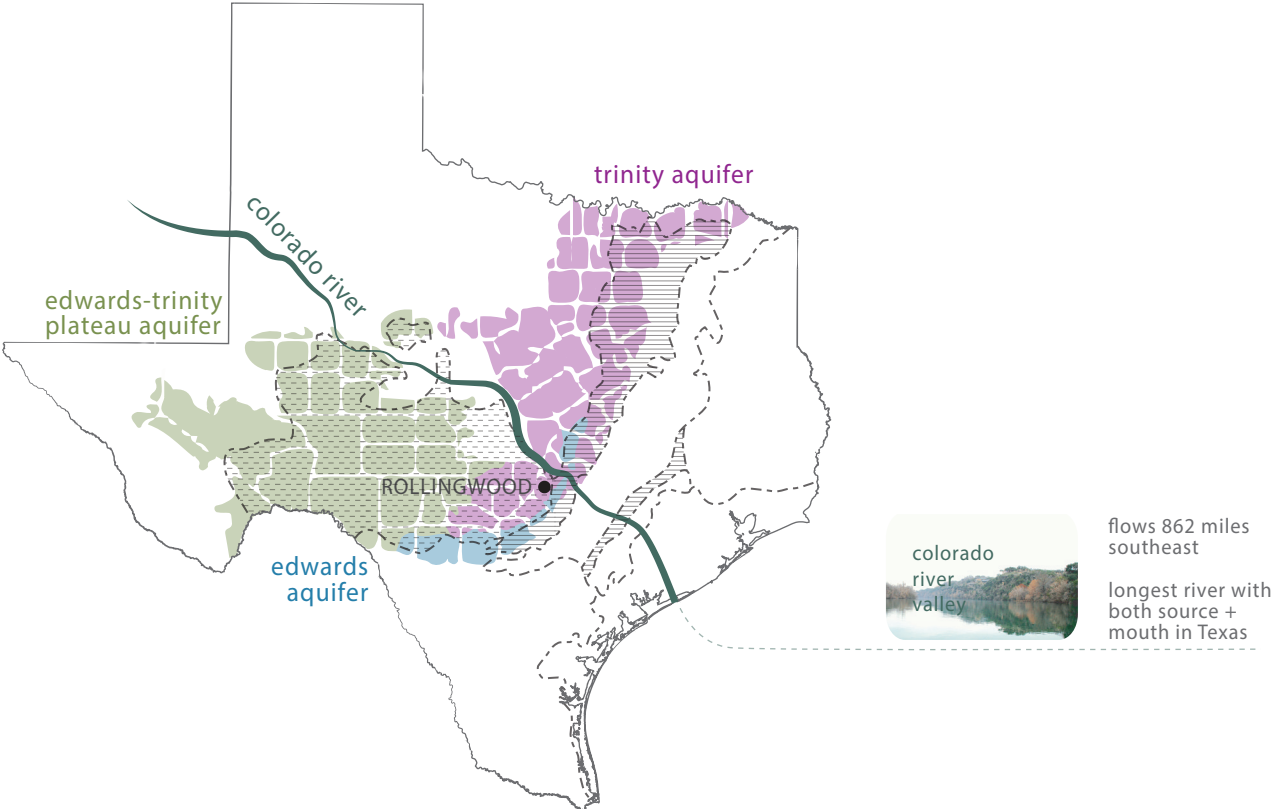


City Hall native water-wise garden

HI(STORY)

CONTEXT

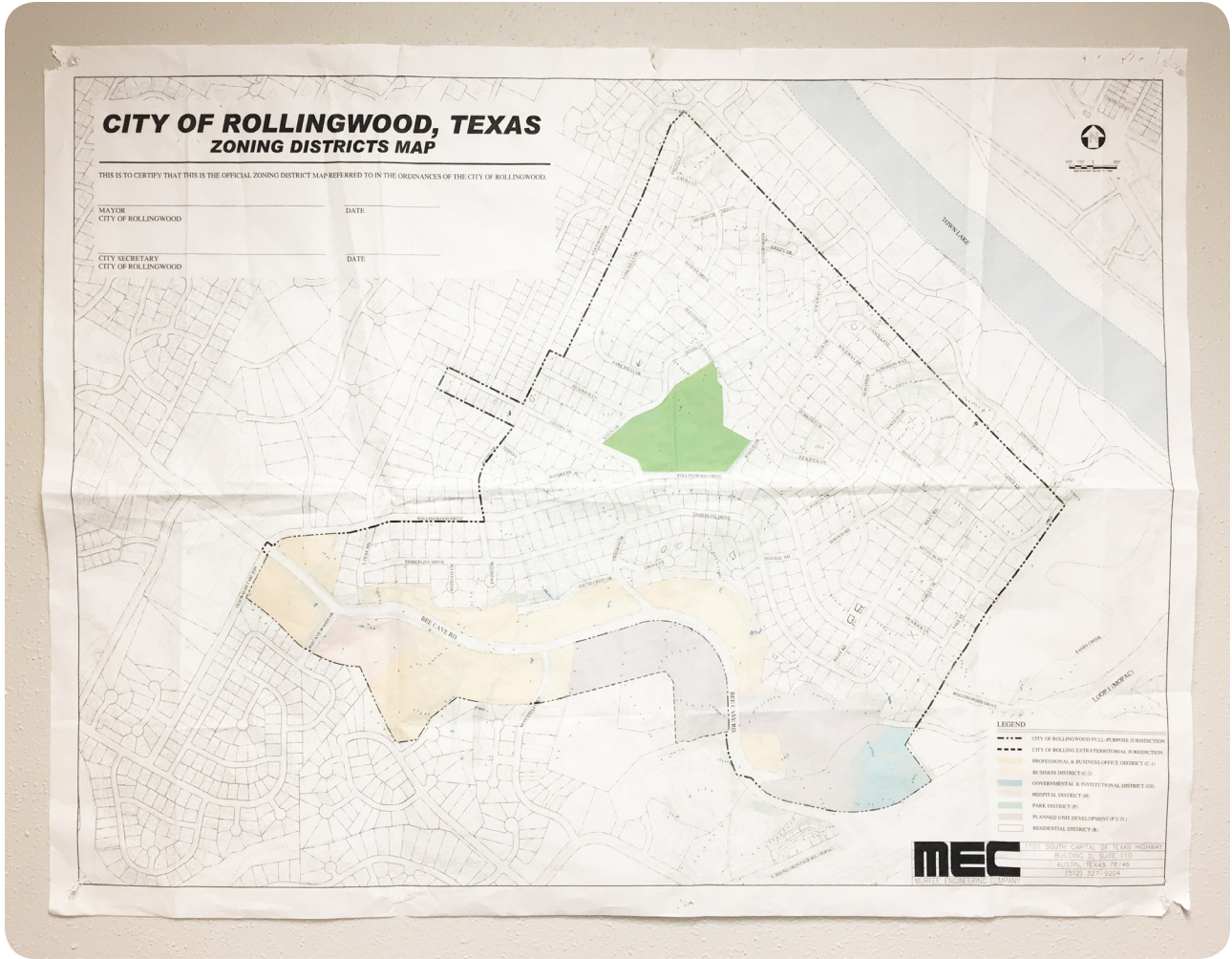
Rollingwood sits in Central Texas, along the Balcones Fault Zone. The small city is situated just south of the Colorado River and is surrounded by the City of Austin and the City of Westlake Hills. The ecology is a mix of Hill Country vegetation and geology which emerges from the west, and Blackland Prairie coming from the east. A lengthy aquifer system lies below the limestone outcrops and thick fertile soils. The aquifer is home to important natural resources for people and habitat for animals, a few of which are endangered.



average annual rainfall: 15" to 34"
peak rainfall: May or June and September
soil: shallow, underlain by limestone
elevation: slightly less than 100' to 3,000'+
agricultural land use: ranching

28" to 40"
 May (north), uniform all year (south-central)
 alkaline clay, deep, fertile, black
 300' to 800'
 crop production, cattle ranching

figure 1 | Rollingwood context



City of Rollingwood map

COMMUNITY

Rollingwood Park sits in a prominent location, the heart of the City of Rollingwood. It is a unique community that lies only four miles from Downtown Austin. The City has experienced exponential growth in the last 15 years. Beginning with commercial and office development on Bee Caves Road and in recent years, more focus on the redevelopment and expansion of older housing stock.

Rollingwood Park is approximately eight acres in size. It is currently home to ball fields, playscapes, open space, pavilions, picnic areas, a community garden and walking path. City Hall and the Police Department are also located at this site, on a one acre parcel that borders the Park. Although the two parcels are legally separate, they are perceived as one entity by visitors. Over time the Park has grown “a tree at a time and a fence post at a time.” The community’s dedication to the design and implementation is visible throughout the site.

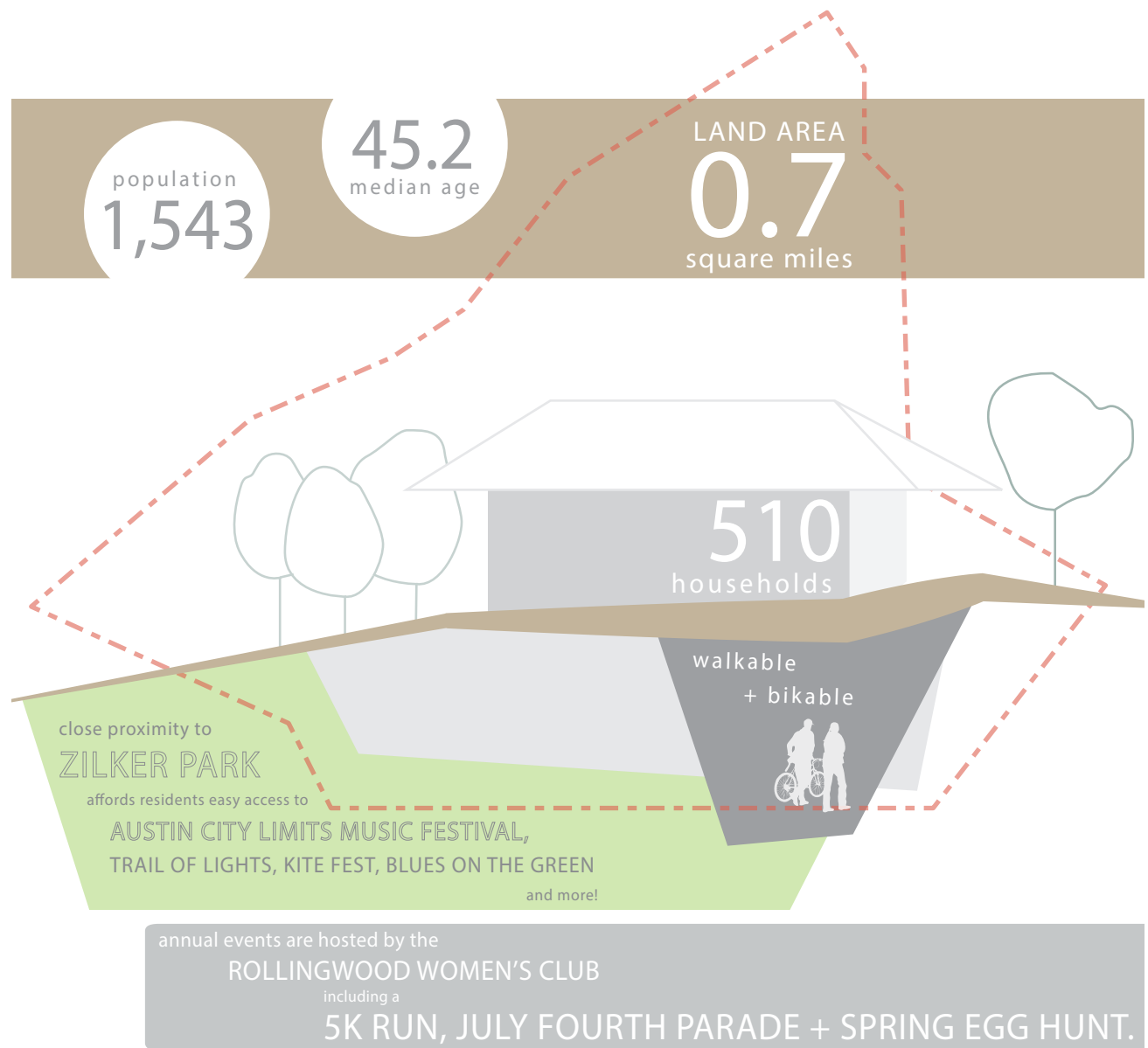


figure 2 | Rollingwood demographics

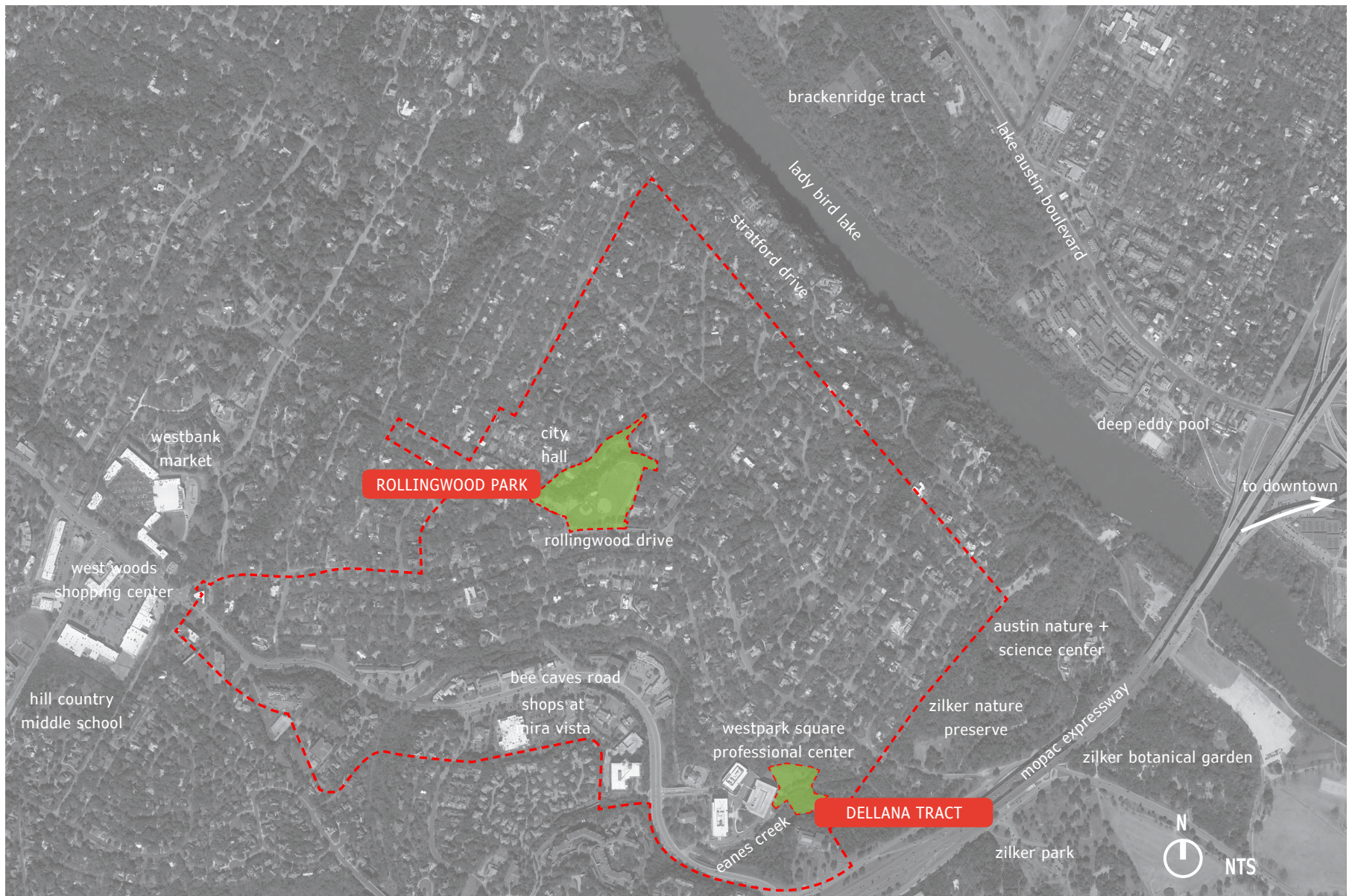


figure 3 | City of Rollingwood park land

PARK HISTORY



Tonkawa and Comanche are the first to inhabit the Austin area.

1950's

The Western Hills Optimist Club, a non-profit dedicated to encouraging the development of youth, purchases eleven acres from George Hatley.

1955

Village of Rollingwood is incorporated.

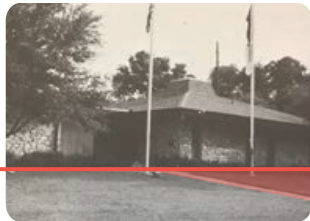


1946

Brothers A.B and George B. Hatley buy 300 acres from Condido Dellana, which became Rollingwood.

1968

The eleven acres is cleared and tons of dirt trucked over from the expansion of Bee Caves Road and used to level the Park's hills and establish fields.



1972

The George B. Hatley Gate is erected.

1975

City Hall is built. Grassroots fundraising efforts included garage, spice, consignment clothing and year book ad sales, art donation and auctions and the July 4th parade.

1971

City of Rollingwood purchases 1.0009 acres from the Optimist Club to house City Hall.

**HATLEY PARK
SUBDIVISION**

1978

Local Landscape Architect draws plans for the lower park which includes seven picnic areas and earth berms, similar to Austin's Wooldridge Park.

figure 4 | park timeline, source: Rollingwood Park Master Plan, October 2016

2001

New playground equipment is installed in the lower park and old equipment is moved to the upper park. The Endeavor Tract/Dellana Park is deeded to the City for use as parkland.

2004

Rollingwood Park site plan is drawn by local Architect and adopted by the City to guide development.

1993

The Optimist Club sells the 8.934 acre parkland to the City of Rollingwood and specifies its use in the deed for "park and recreational purposes primarily for youth within the Eanes Independent School District." Duke Garwood creates a master site plan.

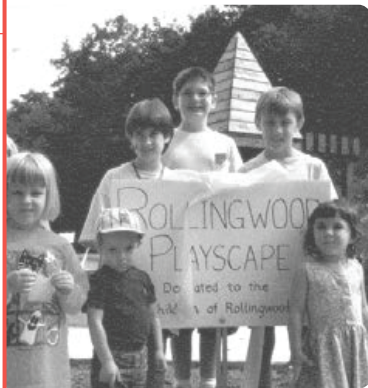


2005 - 2014

One at a time, the lower park pavilion, upper field house, upper parking lot, walking trail, fitness equipment, community garden and waterwise garden are added.

1985

Playscape is installed in the lower park area.



2015

The upper play elements are replaced with Rollingwood Community Development Corporation (RCDC) funding.

2016

The first Master Plan study and document is completed.

2017

Nudge Design is hired and stakeholder engagement takes place. Retaining wall is built to mitigate erosion and stabilize bluff above the lower playground.

2018

Revised Master Plan is completed.

1980

Land is graded, a berm and "raised knoll for performances" built, 35 trees planted and a sprinkler system installed. The only native tree on site is a 40' Cottonwood.

SUMMARY OF PREVIOUS PLANNING EFFORTS

SITE PLAN

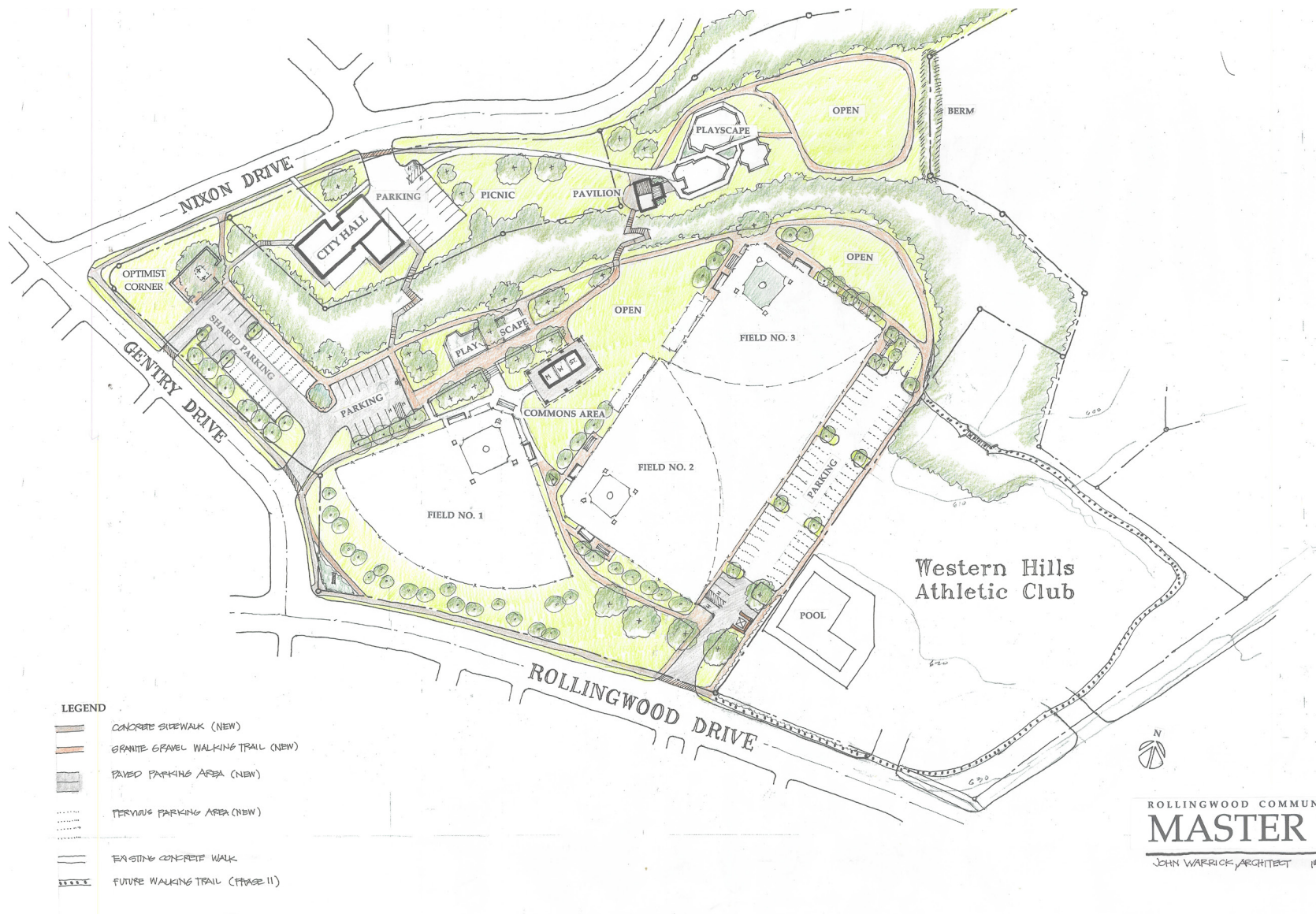
- December 1993** Duke Garwood created a master site plan
- October 2004** Site plan is drawn by Architect John Warrick and adopted for use by the City of Rollingwood

DRAINAGE STUDIES

- March 2014** LNV, Inc. completed a site visit to assess drainage with Park Commission Member Robert Patterson
- May 2014** Assessment of drainage concerns was completed by LNV, immediate and long-term recommendations were put forth and photo documentation of issues provided. Key areas for work were identified as:
- Upper park ball fields
 - Parking lot
 - City Hall
 - Lower park
- June 2014** LNV provided Mayor Barry Bone with a review and recommendations to resolve park drainage issues including cost-effective solutions and implementation suggestions
- November 2015** LNV concluded their drainage study for the Park

MASTER PLAN

- November 2015** Park Commission kicked off Preliminary Master Plan
- March 2016** Park Commission completed inventory of park assets
- October 17, 2016** Specially called meeting for presentation of draft Preliminary Master Plan
- January 20, 2017** Park Commission survey opened
- February 23, 2017** Specially called Preliminary Master Plan meeting
- March 22, 2017** Specially called Preliminary Master Plan meeting
- June 2017** All in-house work completed by Park Commission and RFP released for a firm to finalize Master Plan
- August 2017** Engaged Nudge Design to create a refined Master Plan



ROLLINGWOOD COMMUNITY PARK
MASTER PLAN
 JOHN WARRICK, ARCHITECT 1" = 50' 10/20/04

figure 5 | 2004 park site plan

SUMMARY OF PREVIOUS ENGAGEMENT

PARK STAKEHOLDERS

The following key stakeholders were identified and engaged throughout the public feedback process.

- Rollingwood Women's Club
- Western Hills Girls Softball
- Western Hills Little League
- Western Hills Athletic Club
- Rollingwood Gentlemen's Club
- Rollingwood Community Garden
- Rollingwood Community Development Corporation (RCDC)
- Residents near the Park
- All Rollingwood citizens
- City staff

PUBLIC OUTREACH

Printed Community Questionnaire

The questionnaire focused on gaining insight on citizen needs, interests, use of the Park, programming and priorities. In an effort to be inclusive and comprehensive, the questionnaire was:

- Posted on the City's website
- Shared with citizen's water bills
- Advertised in Picayne, Community Impact, Austin American-Statesman and Nextdoor
- Emailed to key stakeholders and pertinent organizations
- Available in print at City Hall, during Park Commission and City Council meetings, as well as mailed upon request

MASTER PLAN MEETINGS

A series of specially called Master Plan meetings were called on the following dates to address things that needed further discussion:

- October 17, 2016
- February 23, 2017
- March 22, 2017



upper to lower park connection

PRIORITY PROJECTS

The specially called Master Plan meetings and 2016 study results provided information and insight about the needs and desires of the community. Several priority projects for the park redesign were identified through this process and are as follows:

- Add crosswalks
- Improve informal parking areas
- Replace lower playground equipment and swings, and consider ADA accessibility
- Protect and preserve green space
- Diversify special community events in park
- Improve off leash pet areas

The priority projects and other data gathered from the 2016 engagement was used to inform the 2017 engagement activities and Master Plan proposal. The 2017 survey sought to confirm community priorities, clarify assumptions and glean more in-depth opinions on specific topics.



trail erosion

NEXT STEPS

The Preliminary Master Plan and all in-house work by the Park Commission was completed in June 2017 and a Request for Proposals (RFP) released to select a firm to build on the preliminary research and generate a Final Master Plan.

In August 2017, Nudge Design was selected and the Final Master Plan project began in September of the same year.



informal parking area

PROJECT TIMELINE

MASTER PLAN PROCESS TIMELINE

- September 6, 2017** Master Plan project began
- November 2, 2017** Two public engagement sessions implemented
 - Morning session: 11:30am - 1:30pm
 - Evening session: 7:00pm - 9:00pm
- December 12, 2017** Presentation of draft Master Plans to Park Commission
- January 29, 2018** Presentation and discussion of upper field studies
- February 6, 2018** Update on progress and introduction of current and long range plans
- March 5, 2018** Draft Master Plan document submitted to Park Commission for review
- March 27, 2018** Rollingwood Community Development Corporation (RCDC) presentation
- May 1, 2018** Final Master Plan document discussed at Park Commission meeting
- May 16, 2018** Final Master Plan document discussed at City Council meeting

In addition to the milestone meetings listed, Nudge Design met with the Park Commission on several other occasions throughout the process to discuss progress, comments and next steps.

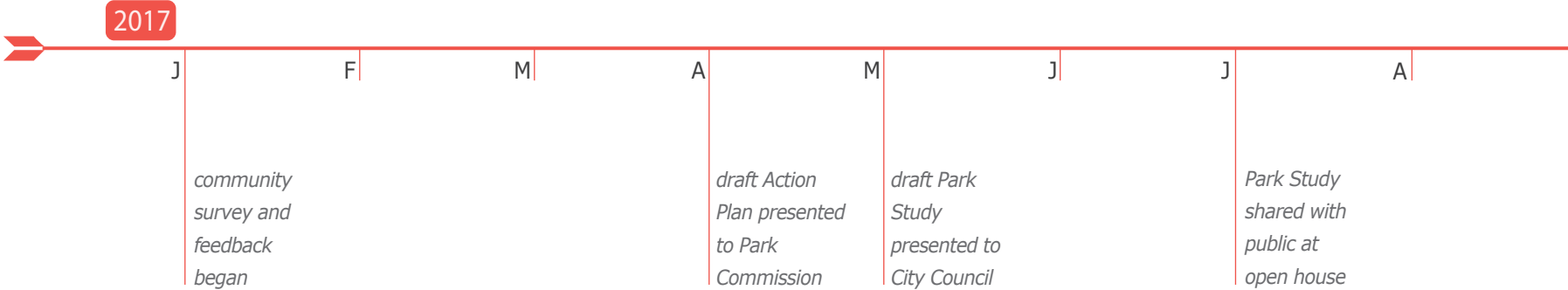


figure 6 | master plan timeline

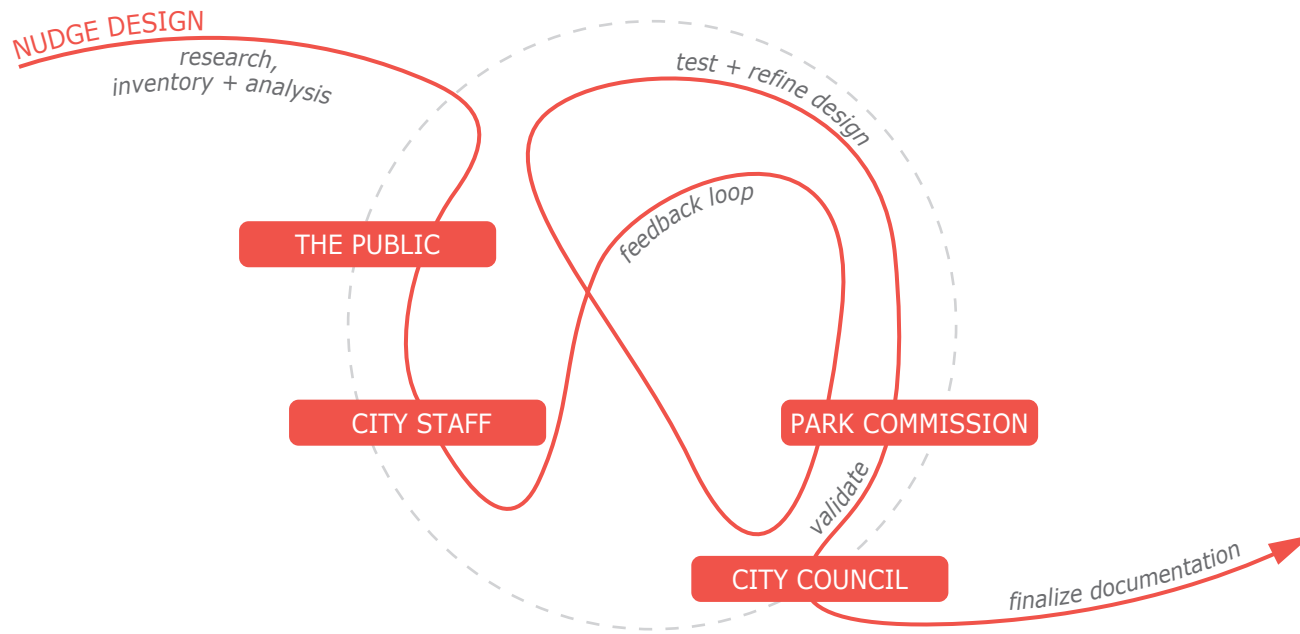
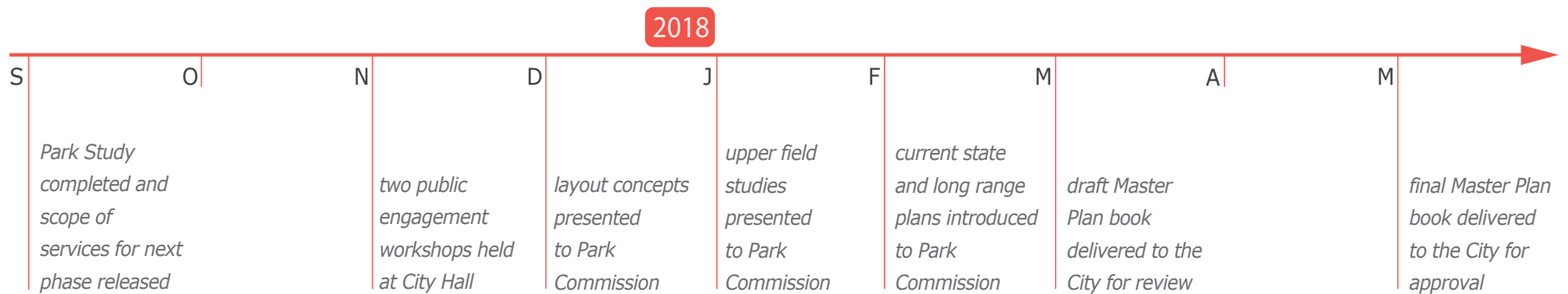


figure 7 | process diagram





park ball fields

EXISTING CONDITIONS

EXISTING FEATURES + CHARACTER

Initial inventory consisted of several site visits, photo documentation and program mapping. The park character was examined and initial observations noted by the design team. The inventory process is important to become familiar with the site, its context, the users, and form an objective understanding of what is present on-site.



figure 8 | existing park programming

PLAY + DISCOVERY AREAS



upper playscape



lower playscape



community garden

PARK CHARACTER

UPPER PARK BALL FIELDS



unprogrammed space



recreation center

LOWER PARK



Nixon Drive edge



lower pavilion



upper field house

ANALYSIS

UTILIZATION

ANALYSIS

Following inventory, the design team assessed each park element. In this phase, it was determined which elements are in good shape and those which need to be replaced. Careful attention was paid to shade and sun, erosion hazards, drainage patterns, circulation and use. Challenges and opportunities were identified and initial recommendations formulated.

Simultaneously, the design team completed off-site research including a breakdown of current park utilization, comparable parks analysis and quantification of important metrics. Utilization charts and metrics are helpful to test park design proposals against other parks.

EXISTING PARKSPACE UTILIZATION

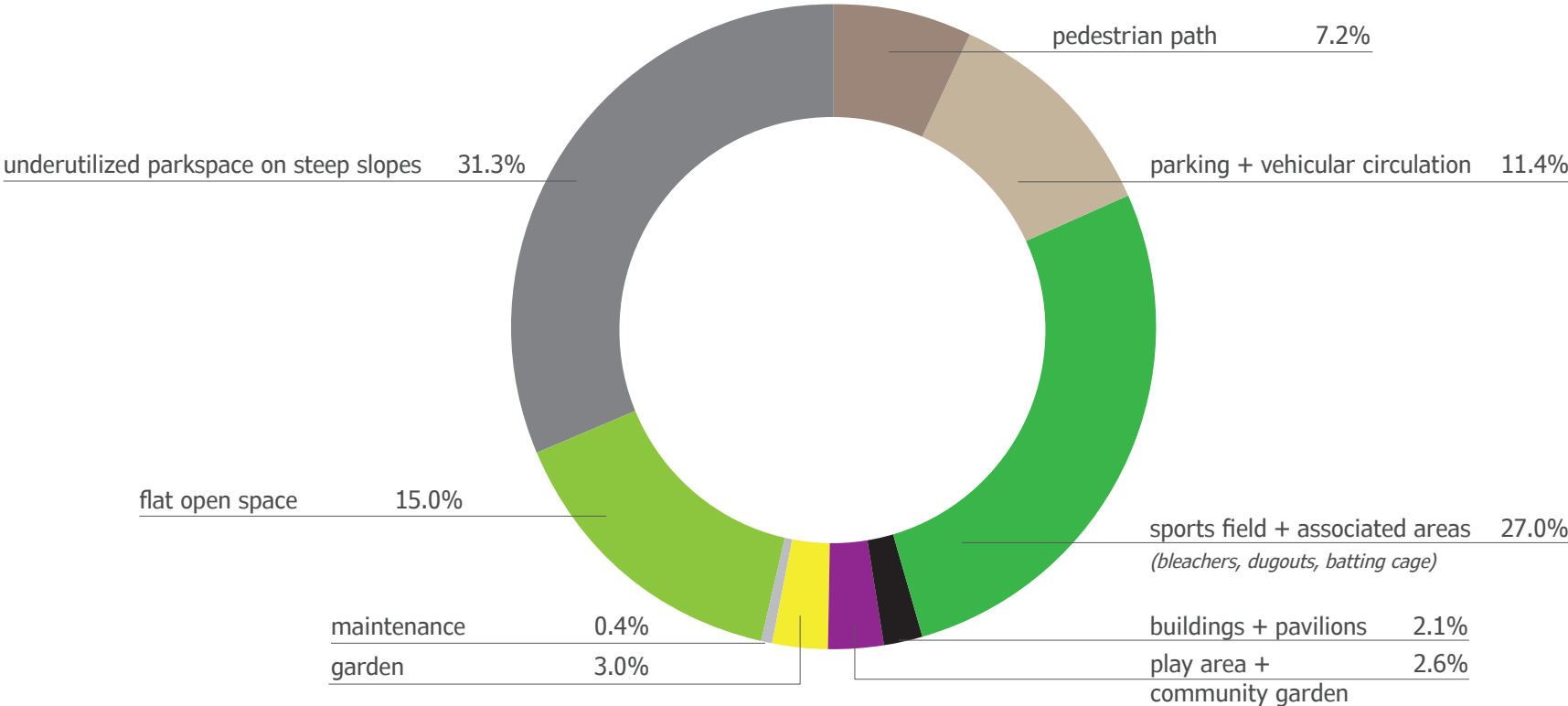


figure 9 | structured parkspace utilization chart



figure 10 | utilization map

SITE VISIT KEY TAKEAWAYS

1 ACCESSIBILITY CHALLENGES



no accessible connection in park from upper to lower uses

2 DRAINAGE + EROSION ISSUES



on going drainage issues of erosions of the bluff and hillside

3 COMPETING MUNICIPAL USES



due to a lack of public space, the park is utilized for many purposes



4 LACK OF SHADE IN KEY GATHERING AREAS



shade is needed to provide maximum comfort near playing fields and play areas

5 LACK OF CLEAR IDENTITY



there are many different signage typologies within the park but no unified identity

6 OVERLAPPING RECREATIONAL USES



a portion of the ball fields are also being used for the off leash zone

7 UNORGANIZED PARKING STRATEGY



unpaved accommodations for vehicles in the park utilizes a lot of greenspace for people

METRICS

Metrics were presented to the community at the public meetings on November 2, 2017. These illustrate some of the core challenges at Rollingwood Park and are helpful to illuminate nuances that are not immediately apparent in utilization maps and charts. Steep slopes, location of tree canopy and fragmentation of open space are some of the elements the figures aim to highlight.

Although Rollingwood Park has a significant amount of unprogrammed open space, it's current configuration is fragmented with the largest contiguous area being 15,000 square feet. This layout severely limits the ways in which open space can be used. A larger flat greenspace provides more flexibility for individuals and groups to engage in active and passive activities. A standard multipurpose field is over three times the size of what the park currently provides and could be used for all sports, picnicking, group fitness, free play and unanticipated new interests.

Another challenge related to the Park's current configuration is the amount of steep slopes and location of trees. A large percentage of the site's underutilized space is on slopes greater than ten percent. This greatly limits what, if any, program can be present in these areas. In addition, two-thirds of the tree canopy and shade existing on site is on steep slopes. In the current configuration, much of the open space and programmed areas at the Park lack shade and human comfort.

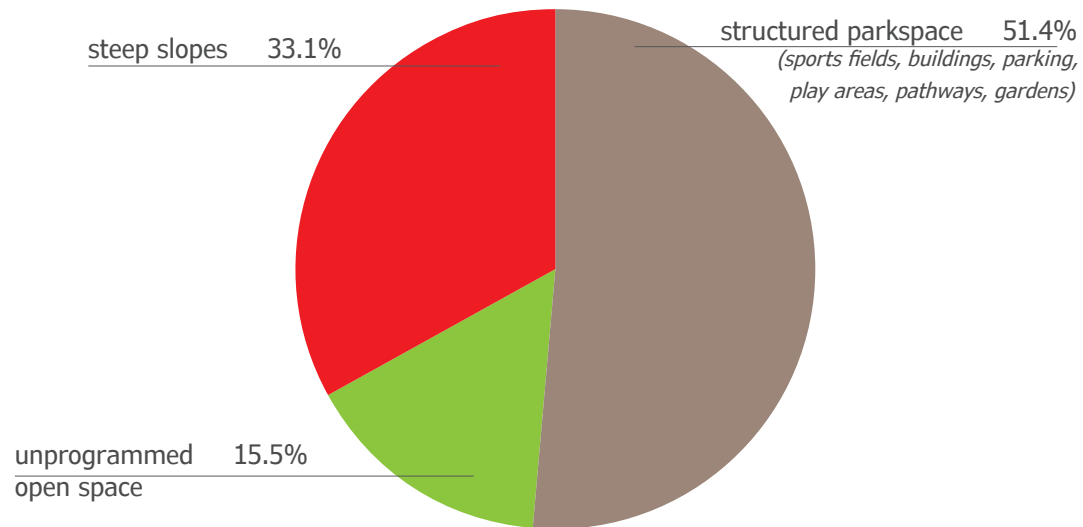
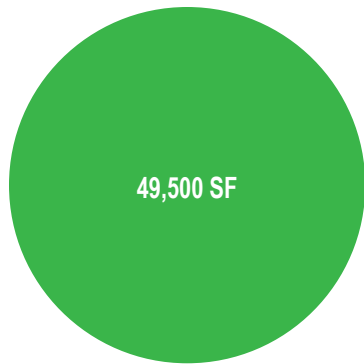


figure 11 | slopes chart



STANDARD
MULTIPURPOSE
FIELD



LARGEST FLAT
OPEN SPACE
AT THE PARK

figure 13 | flat open space metric

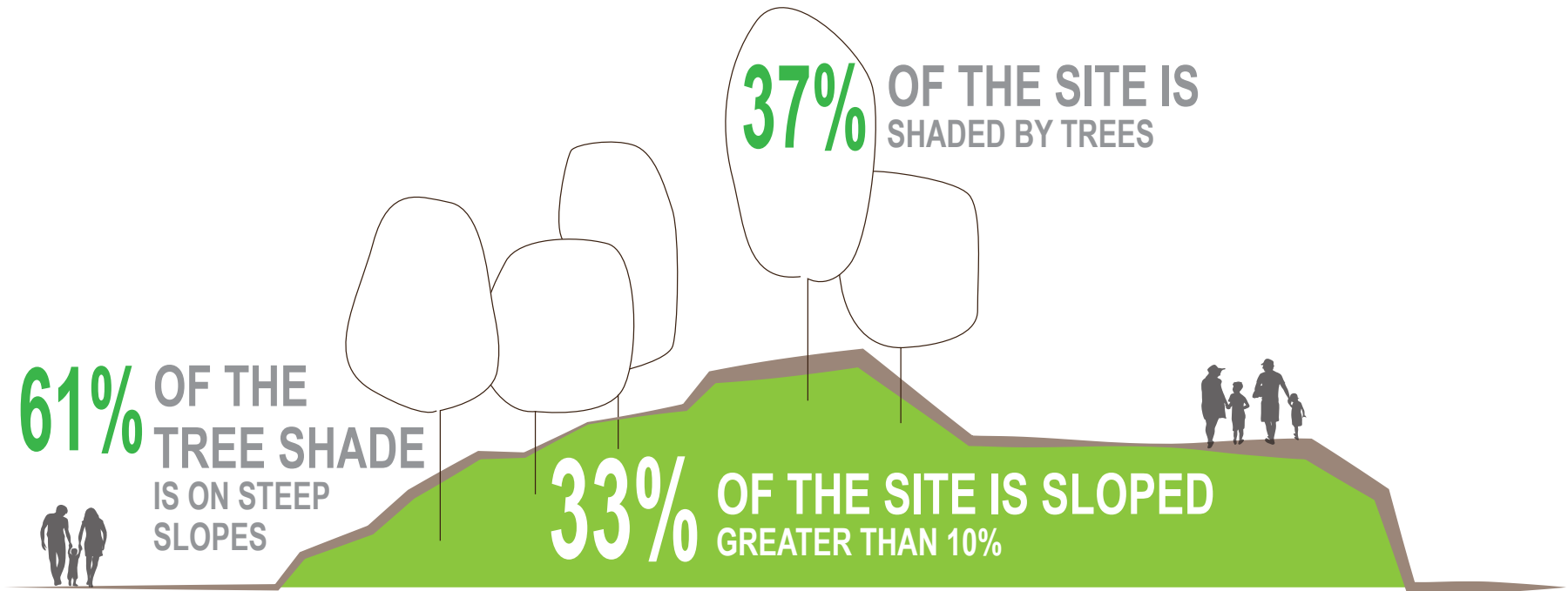
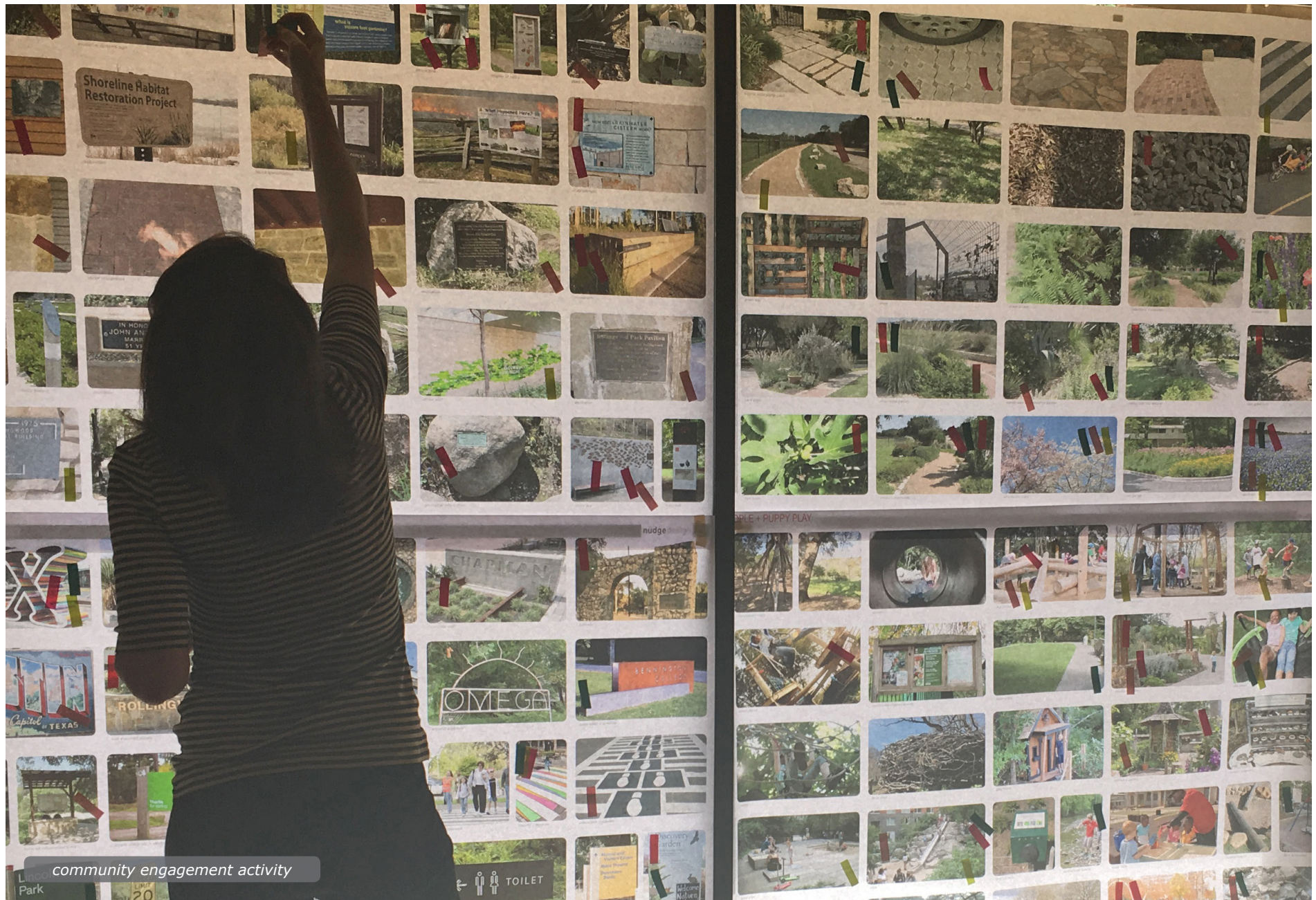
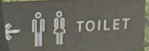


figure 12 | tree canopy metrics



community engagement activity



ENGAGEMENT

PROCESS

The public process for this Master Plan took place at City Hall on November 2, 2017. The design team created an agenda and engagement strategy that aimed to confirm the results of the 2016 study, clarify assumptions and glean more in-depth opinions on specific topics. Topics that were chosen were subjective and allowed people to express a range of perspectives, needs and ideas. Issues that were more objective, such as drainage, storage, etc., also arose in conversation but were not the focus. A variety of activities were designed to compile feedback in several ways using words, maps and images. Some activities were completed individually and others as a group. The information provided at the workshop was used by the design team to create a parkspace proposal that caters to community needs and desires.

ACTIVITIES

Visual Preference Survey

Included imagery boards and asked participants to use stickers to mark priorities and favorites. Boards were themed and focused on:

- Signage types
- Children's play
- Dog park features
- Materials
- Planting
- Railings
- Barriers
- Walls
- Edging
- Stairs
- Amenities

Strengths, Weaknesses, Opportunities + Threats

Asked participants to comment on existing conditions. Red, green and yellow sticky notes were utilized to locate park elements that are working, issues that need to be addressed, opportunities and new ideas.

Survey

Feedback was sought on priority projects, the park vision, guiding design principles and park identity through a multiple choice questionnaire. The survey also left ample space for attendees to share additional ideas, thoughts and concerns.

Table Maps

Table discussions were facilitated by the principals of Nudge Design. These interactive discussions sought to generate ideas, talk through possible layouts and the pros and cons of each scenario. Community members were able to voice concerns, express desires and share insight on history and context. Residents of all ages participated and provided diverse opinions and critical information for the designers which they used to create place-based design proposals. Discussions focused on:

- Connections
- Identity
- Play
- Sports fields
- Activities
- Dog play

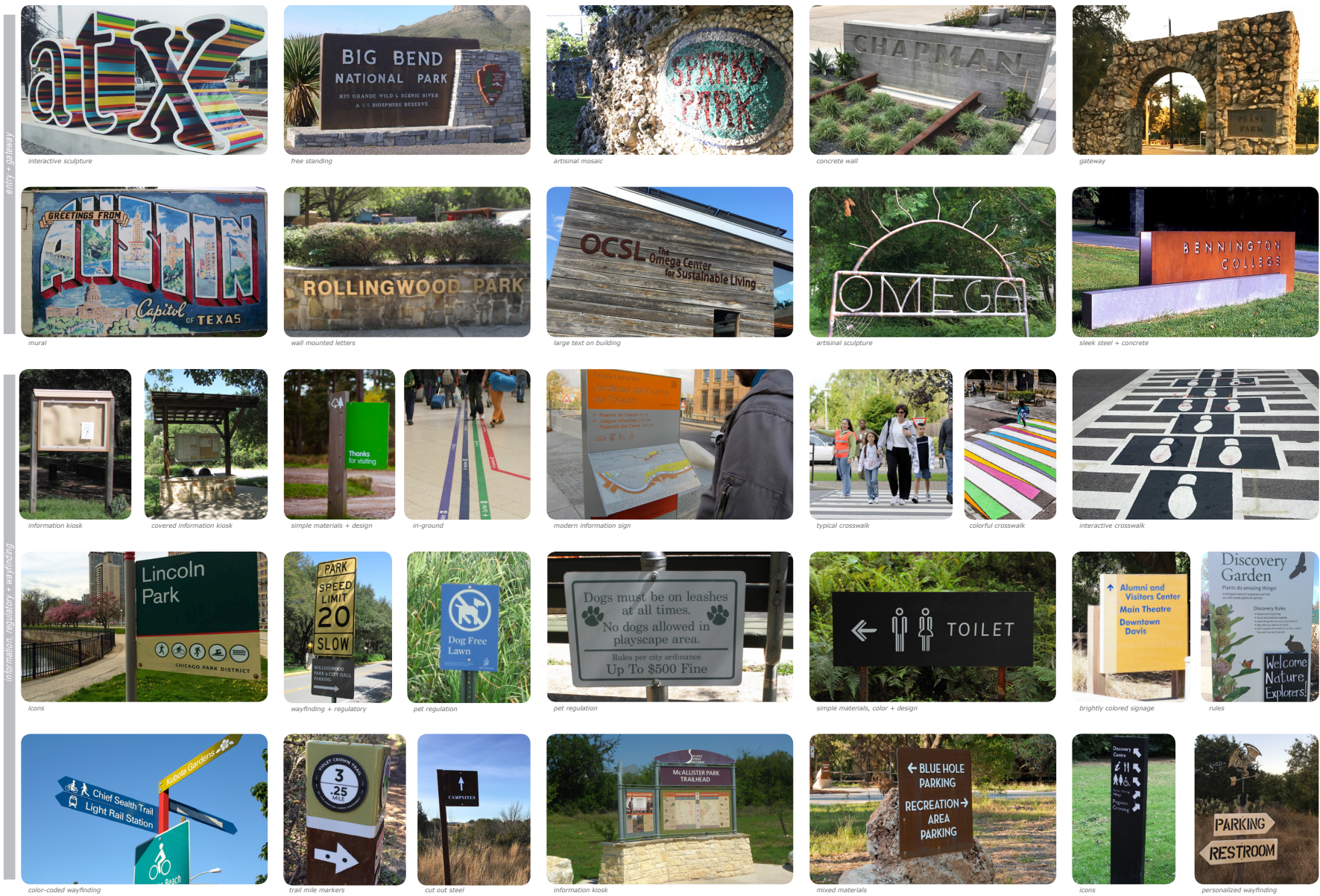
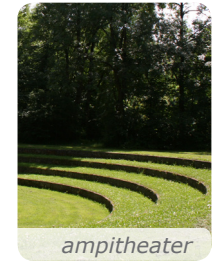
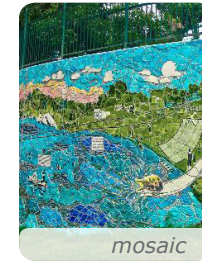


figure 14 | signage visual preference survey board

VISUAL PREFERENCE SURVEY

The visual survey identifies program elements and aesthetic preferences of the community at large. Images shown here were rated the highest, four stickers or more, and thus help the designers understand Rollingwood residents' needs and desires, and most importantly where there is consensus. Complete survey boards are available in the Appendix chapter of this document.

ACTIVITIES



DOG PARK FEATURES



SHADE



figure 15 | visual preference survey summary

AMENITIES



stone seat block



concrete backless bench



compost, recycling + trash



outdoor lounge

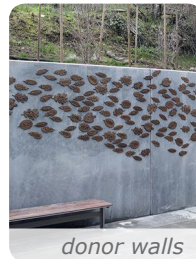
SIGNAGE



interactive sculpture



donor walls



wall mounted letters



simple materials, color + design

STAIRS



irregular stone



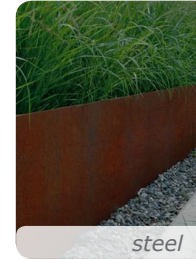
stone block

MATERIALS

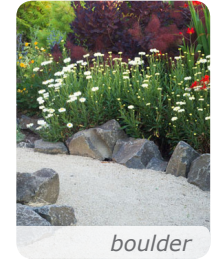


permeable pavers

EDGING



steel



boulder

WALLS



large stone block wall

PLANTING



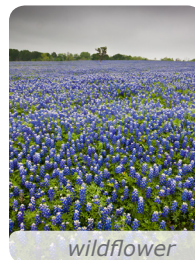
ornamental



shrub-perennial



rustic wood



wildflower



native garden



curvilinear stair

SURVEY

EXISTING CONDITIONS MAPPING

The Strengths, Weaknesses, Opportunities and Threats mapping asked community members to use green, red and yellow sticky notes to comment on what was working at the park, what was not and additionally what ideas they had for improvements. All comments were documented and categorized. The following chart shows what areas of the park development were of most interest to the participants.

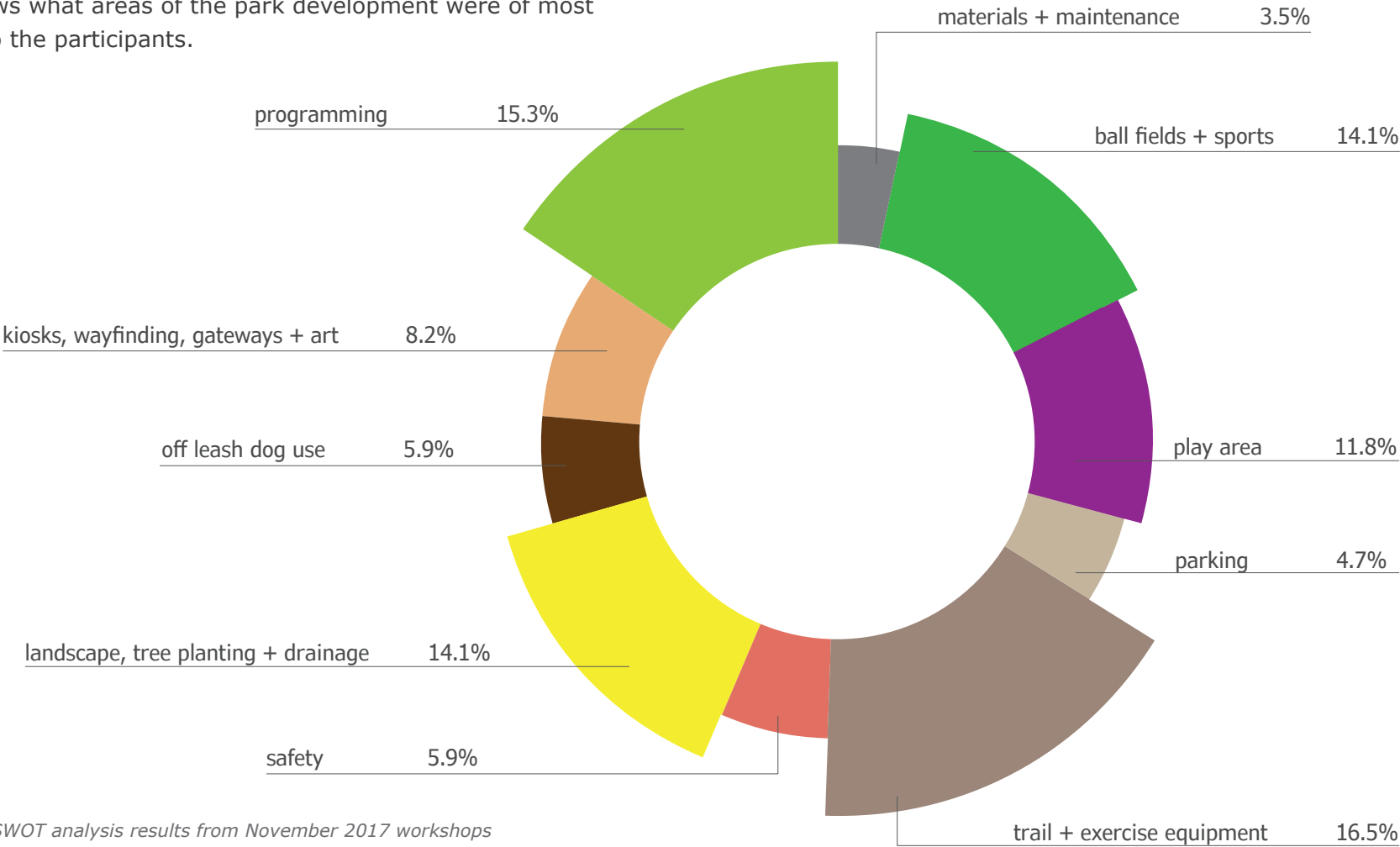


figure 16 | SWOT analysis results from November 2017 workshops

The November 2017 survey asked participants to weigh in on several themes. The results to the right are ranked in order of importance, according to the feedback gained from the community. This information was then used to hone a vision statement, design principles and design options.

IDENTITY

1. Community heart
2. Place to play
3. Walkable
4. Laid back
5. Clean and well-maintained
6. Safe
7. Convenient

PRINCIPLES

1. Multigenerational activities
2. Native plantings and increased tree canopy
3. Civic space for gathering and events
4. Utilizes space efficiently and effectively
5. Improved programming layout
6. Cohesive plan that connects with context
7. Improved drainage patterns



SURVEY RESULTS

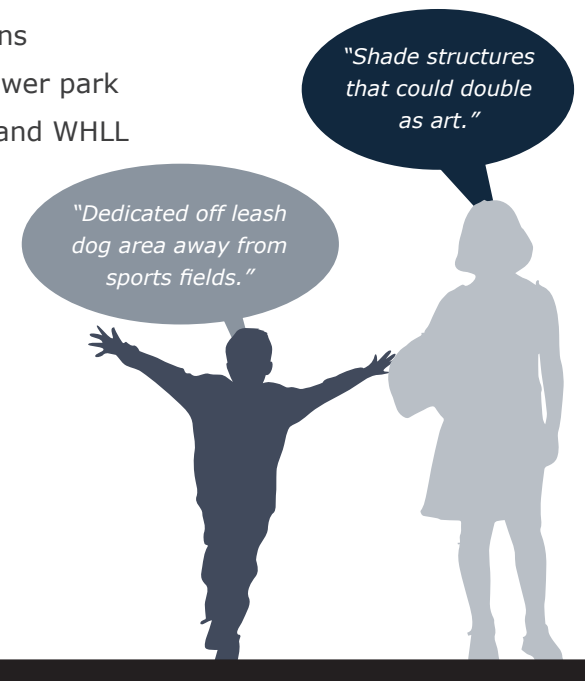
COMMUNITY VOICE

ENGAGEMENT TOPICS KEY TAKEAWAYS

Existing Conditions Walking trail is well used and needs additional maintenance
Park maintenance is satisfactory
Play equipment is in good condition
Drainage is an ongoing problem
Gravel parking lot does not function well and is not pleasing to look at
There is a need for additional shade in the park in certain areas

Connections Need to explore connections to neighborhood at corner intersections
Create better (and a variety of) connections between upper and lower park
Develop a parking strategy to handle large scale events at WHAC and WHLL

Identity Need to create a park aesthetic - not just recreational/ball fields
There needs to be more of a sense of arrival
Art needs to be incorporated in key locations
Create a cohesive signage and identity plan



ENGAGEMENT TOPICS KEY TAKEAWAYS

Activities Create opportunities for additional sports programming
Plan for activities for all generations
Provide a place for outdoor games
Provide opportunity for future programs in the park
Expand adult exercise options
Create nature trails through the wooded area of the site
Incorporate opportunities for older kids who “age out” of park sports

Play Incorporate interpretive and nature-based play equipment
Address accessibility
Provide shade

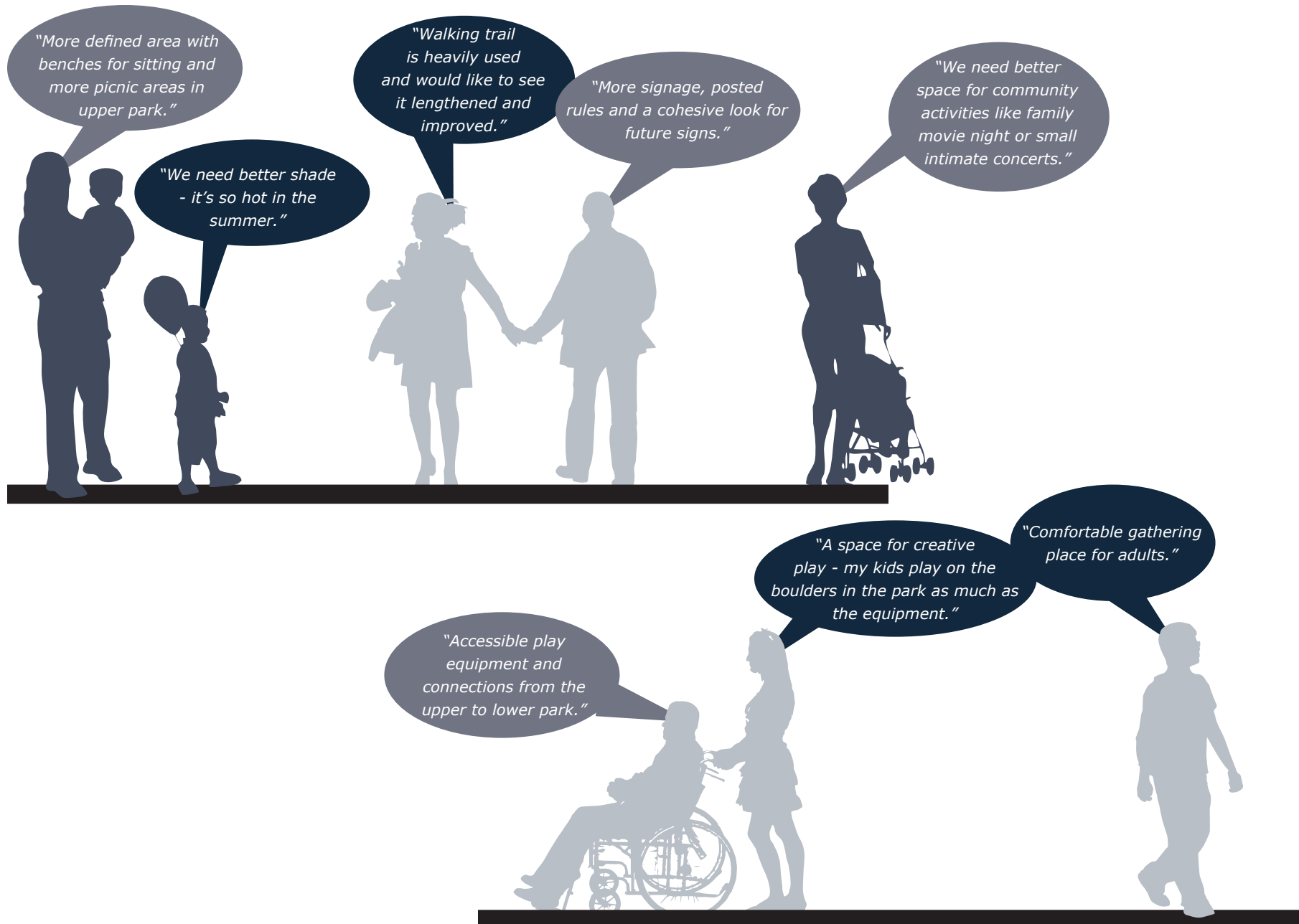
Dog Play Provide an off leash area specifically for dogs
Explore options for a dog park at the Dellana Tract

Sports Fields Provide multipurpose play fields to include additional sports programming
Create flexible open spaces



**public comments listed are from the November 2017 survey and represent some, but not all, of the feedback received*

KEY TAKEAWAYS





multigenerational participation



strengths + weaknesses mapping



choosing priorities



identifying consensus



lower park open space and community garden

ENVISIONING THE FUTURE

A WAY FORWARD

GAINING CONSENSUS ON THE COMMUNITY VISION + PRINCIPLES

At the November 2017 workshops, three vision statements and a multitude of design principles were tested using the survey exercise. All statements included words and phrases that reflected community values gathered from the previous studies. Following the November workshops, the vision statement and design principles were iterated, then presented to Park Commission and other relevant City officials in order to confirm alignment with key stakeholders.



vision statement

A COMMUNITY HEART AND CENTRAL GATHERING SPACE, WHICH PROVIDES OPPORTUNITIES FOR RESIDENTS OF ALL AGES TO PLAY. IT REFLECTS THE VALUES OF THE COMMUNITY THROUGH A COHESIVE DESIGN THAT IS AUTHENTIC AND CONNECTIVE.

DESIGN PRINCIPLES



MULTIGENERATIONAL



FLEXIBLE



AUTHENTIC



COHESIVE

OVERALL RECOMMENDATIONS

These suggestions are included in both plan options and stem from on-site observations, community feedback and Nudge Design's professional expertise. All eight improvements will help Rollingwood meet their goals for the Park thus should be considered when making any future changes to the Park.

1 EXTEND AND IMPROVE WALKING TRAIL AND MAKE AN ACCESSIBLE CONNECTION BETWEEN THE LOWER AND UPPER PARK

2 CREATE MULTIPURPOSE FIELDS THAT ALLOW FOR ADDITIONAL SPORTS PROGRAMMING AND UNSTRUCTURED PLAY

3 ASSESS AND UTILIZE ON STREET PARKING ON ALL STREETS ADJACENT TO THE PARK

4 PROVIDE A SEPARATE OFF LEASH DOG AREA THAT IS ITS OWN

5 EXPAND PROGRAMMING OPPORTUNITIES FOR TEENAGERS, ADULTS AND SENIORS

6 CREATE OVERALL BRAND AND IDENTITY FOR THE PARK THAT REFLECTS HISTORY OF THE PARK AND COMMUNITY

7 FOCUS ON PLANTING SHADE TREES AND MAINTAINING EXISTING CANOPY

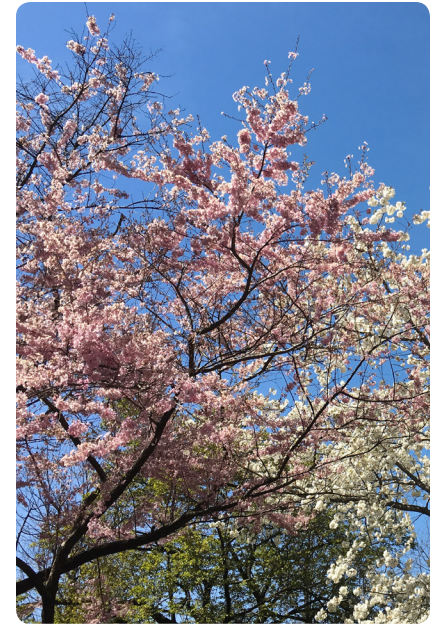
8 EXPAND NATIVE GARDENS ON-SITE



activities for all ages



rain gardens



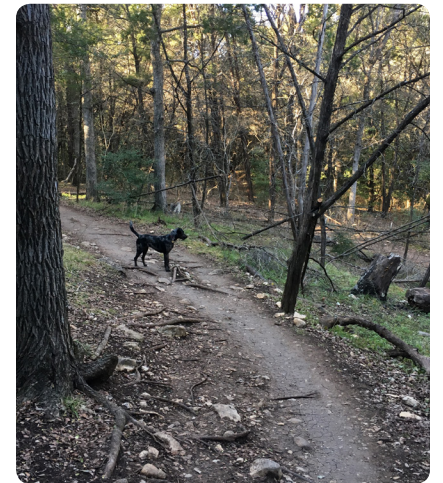
native planting



multipurpose field



improved trail



off leash dog area

DEVELOPMENT OF ALTERNATIVES

Throughout the design process Nudge Design created and cycled several plan options. At each critical junction Nudge presented ideas to the Park Commission then gained feedback and established action steps. Throughout this iterative process many options were explored based on the Park Commission's direction and the two final Master Plans and recommendations are a direct reflection of this in-depth process.

The Appendix section of this document includes more specific information on each option that was presented as well as studies completed that informed the final Master Plan recommendations.

The following are key plans that can be found in the Appendix:

- Red Option
- Blue Option
- Upper Field Studies



figure 17 | concept development sketch

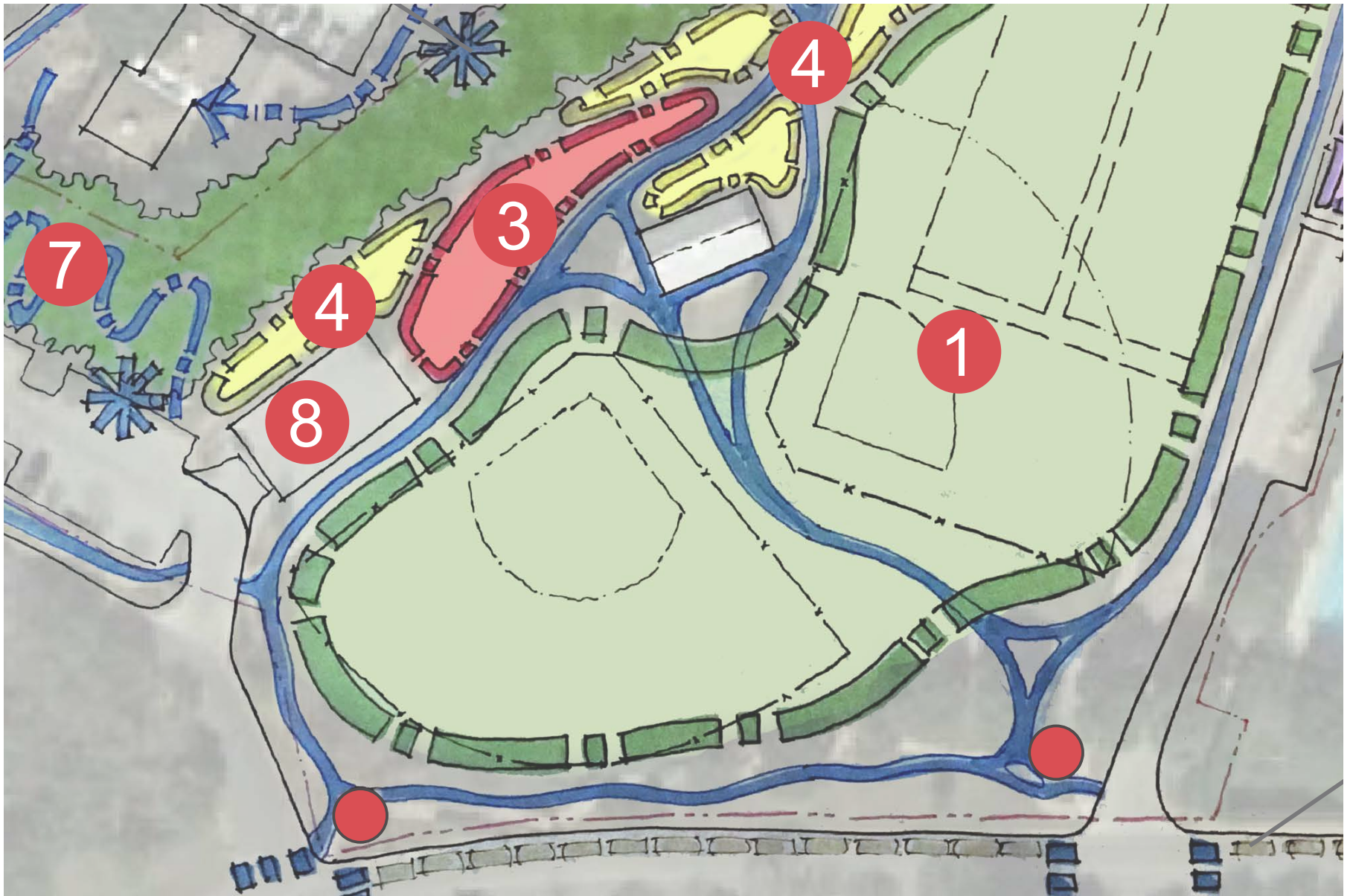


figure 18 | red option site plan



native plants

FINAL MASTER PLAN + RECOMMENDATIONS

CURRENT STATE MASTER PLAN

The Current State Master Plan takes into consideration the existing ball field uses within the overall Master Plan for the park. It allows for many of the other park priorities to be achieved including:

- Extension of the trail network
- Drainage improvements focused on the bluffs between the upper and lower park
- Upgrades for childrens play areas including nature play opportunities
- Improvements to park signage and wayfinding
- Creation of nature trails



retain existing sports fields infrastructure



nature trails network



play equipment upgrades



nature play opportunities



figure 19 | current state site plan

LONG RANGE MASTER PLAN

The Long Range Master Plan provides the City of Rollingwood options to reconfigure the upper park in the future should they desire to include other sports fields or multipurpose play fields. This configuration would allow for additional space that is currently being used for parking to be used for park functions. In addition to the goals met in the current state Master Plan additional park improvement opportunities exist including:

- A dedicated off leash zone that is fenced
- Relocated adult fitness zone with base material that reduces erosion
- Permanent, accessible parking that utilizes less park space



terraced and shaded off leash dog area



separate adult fitness area



fenced in dog area



figure 20 | long range site plan

PLANT PALETTE

Native plants that comply with City standards are recommended for use throughout the Park. Garden typologies shown here are options for what could be implemented in future plantings. One of the overall recommendations for the Park suggests that existing native gardens on-site be expanded. In addition, the Master Plan suggests that drainage and stormwater issues should be resolved through strategic siting of biofiltration gardens. Vegetation can also be utilized to limit erosion on steep slopes. Seasonal interest and educational aspects of vegetation planted on-site should also be carefully considered. Large caliper, fast growing trees should be planted in order to alleviate issues related to lack of shade.



native demonstration garden



community vegetable garden



<https://www.flickr.com/photos/seattleparks/15105699074/>

stormwater management



children's discovery garden



pollinator garden



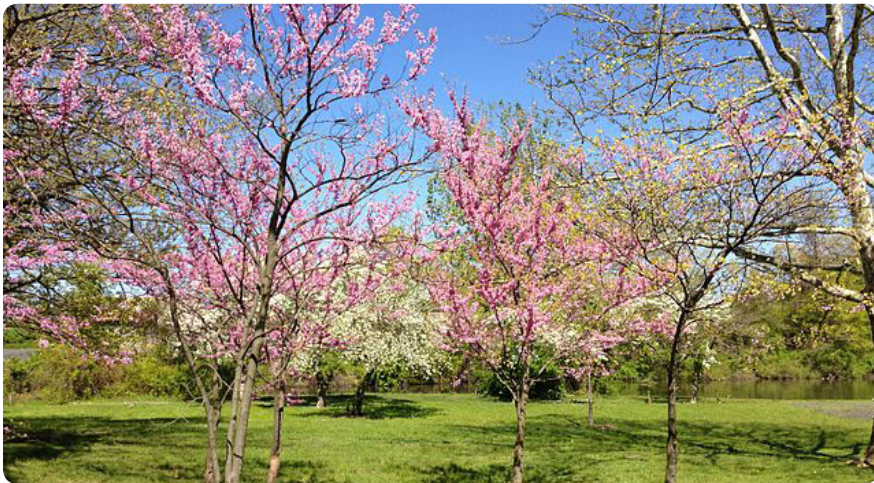
educational garden with signage



native plant identification



sculpture garden



ornamental trees + seasonal interest



shaded lawn



demonstration garden

NEXT STEPS

CONCLUSION

Rollingwood Park is a vital, well loved community asset that improves upon the character, health and vitality of the City and its surrounding community. As with all City assets, it is important to recognize the need to continually make investments in its open space including maintenance, operations and programming. This Master Plan should serve as a guide for the City and the Park Commission as they look to the future.



Dellana Tract

FUTURE STEPS

In a continued effort to make strides to improve the park, we would recommend the following be developed at the conclusion of the Master Plan phase of work:

- The Park Commission along with the City Council should develop a list of project priorities that focus on need, costs and feasibility. Ideally this work would look ahead in two to three year increments so improvements (both large and small) are continually being planned in the park. Within the priority list of projects it will also be important to focus efforts on making improvements to the overall site accessibility.
- Once a priority and phasing plan is identified, the Park Commission should invest in identifying both private and public grants that align with the priority list of projects. It will also be important to identify long range costs to maintain these park improvements as they look to secure future funding.
- Since the City of Rollingwood has only one park it will be important to develop a strategy for the Dellana Tract on the western edge of the City Limits. Given that this tract is available for limited park uses, it has the potential to take pressure off of Rollingwood Park as the City looks to serve its growing needs for park uses.
- City of Rollingwood and surrounding facilities should work to coordinate weekly and annual calendars to minimize parking conflicts and to plan appropriately for parking on-site and on the nearby streets.
- Engage consultants to complete a parking and traffic analysis in order to inform future parking modifications.



city hall demonstration garden

APPENDIX

ROLLINGWOOD HISTORY

HISTORY OF ROLLINGWOOD

Native American Tonkawa and Comanche tribes were the first inhabitants in this area. The land Rollingwood is on was deeded from Mexico to Henry P. Hill for colonization in 1835.

1904 1,800 acres of land was bought by Condido Dellana who had immigrated from Italy in the 1880s and had worked as a stone mason on the State Capitol building until its completion in 1888. The Dellana ranch stretched from Barton Creek on the south to the Colorado river on the north and included the land on which Rollinwood, Treemont, Barton Creek Mall and MoPac freeway now sit. Dellana, an enterprising and hardworking man paid for his ranch by selling hundreds of pounds of bat guano, which he harvested out of caves located on his property.

The little community of sparsely scattered cabins and houses remained sparsely populated and remote from Austin because there were no bridges across the Colorado river until the 1880s.



Condido Dellana



Stone Bridge Across Barton Creek 1880

1946 Brothers A.B and George B. Hatley bought 300 acres from the Dellana ranch for \$300 an acre. While A.B developed the land along the Colorado river with a main thoroughfare named Stratford Drive, George developed the inner portion of Rollingwood.

Almost all street names in Rollingwood are named after members of the Hatley family and their friends. The Hatley brothers are reputed to have been rivals in business ventures. Their disagreements caused them to divide Rollingwood Drive with the North half being developed by George and the South by A.B, who then divided the land into smaller lots to allow for more lots.

1955 The Village of Rollingwood was incorporated with Frank L. Scofield as its first mayor. There were only 28 homes in Rollingwood. Scofield recalled how the first City Council operated for 3 years without any bookkeeping or organization. All officers of the Village served without pay except for L.T. Gunn who served as Marshall, was paid \$30 a month, was given a whistle and had to use his own car to patrol the city. From 1958 -1975, Clarence Wilson conducted city business from his home at 3202 Gentry Drive.

There was no trash collection until 1960. Trash used to accumulate in open trash dumps. One dump location was where Corky Logue's tennis courts now reside at 3016 Hatley. Residents had to seek out their own garbage collector.

1963 In May the Village incorporated as a municipality with a Mayor-Council form of government.

1969 The city entered into an agreement with Austin for water. Before this water was provided by several companies with their own water wells. There was a water tower bearing the letters ROLLINGWOOD that was located between Wallis and Almarion.

1970 Helen Shaw, who was Mayor at the time wrote "As the 1970 council took office they were shocked to find that there was not a bit of money in the coffer to run the city, so the men borrowed on short term notes from month to month to operate the most basic functions of the city. They also laid down some fine basis for a "Do it yourself" government". Elected officials and residents met in private homes or in downtown Austin buildings to conduct city business. Rent was being paid to hold court at the Optimist Club building. Shaw recounts "Two of us would go early to clean up the dirty plates left and toss out the beer cans before we could hold court. The court clerk (FLO MACKLIN for many years) sat with her back to a hole large enough for any amount of snakes to crawl through. The desire to have a City Hall was in high gear. The councilmen did many jobs themselves to save each penny they could and at the end of each year the Council was very proud to put what they saved into the City Hall building fund."

Mayor Shaw, wrote that the bids that came in to build City Hall were just over what the City could afford but said, "Then in one of the brightest days of my life, two things happened. I received a letter from Marge Loehlin (RWC president from 1968-69) saying that her committee appointed to raise funds for City hall could donate \$1,600. The next was that the Volunteer Fire Department sent a petition signed by all members that they desired to use all their County Revenue sharing money on the project. This put us over!"

1971 The City of Rollingwood purchased 1.0009 acres on Nixon Drive from the Optimist Club of Western Hills. This is the land the City Hall was built upon in 1975 for the future municipal building, which was built in 1975.

1975 After years of planning, saving and raising funds, the 3,500 square foot City Hall was built. It took 120 days to build and cost \$50,000. The project did not incur any debt.



Many fund raising efforts went into furnishing the new City Hall. At a program at the City Hall, Artist Dalhart Windberg demonstrated the art of oil palette painting and painted "Hill Country Sunset". He then donated the painting to the Rollingwood Women's Club. The RWC had a drawing with tickets sold at \$1 each. The Capitol National Bank won the painting and donated it back to the City. The Women's Club made \$2000 on the sale of the painting. Look for the painting that hangs on the far wall at City Hall.

Other fund raising efforts included garage sales, sale of spices, consignment clothing sales, year book ad sales. All together \$4,700 was raised by the RWC to pay for donation of furniture including 50 folding chairs, 10 folding tables, one desk, 1 swivel chair, 4 side chairs and 4 file drawers (\$1150) drapes (\$600), the patio (\$768), landscaping (\$1000) and Official building plaque (\$225) for the newly built City Hall.

The other major fundraiser held by the RWC, and a highlight at the end of each year is the July 4th parade. This was started by Hazel Maxwell in 1978 to bring neighbors together and to foster community. The first parade had the fire truck "Big Red", trash truck, decorated cars, bicycles and yes, HORSES! When the parade began, the noise from the fire truck spooked the horses, sending them galloping in a frenzy all the way back to the stables on Bee Cave Road. Horses were outlawed after that!

1985 Voters elected to join Travis County Rural Fire Prevention District 1. Until 1985 the city had a Volunteer Fire Department. A city newsletter describes the department "as a motley group that consists of teenagers, retirees, doctors, dancers, civil servants, red-necks, accountants and even a little old lady in tennis shoes". Harry Rogers was Fire Chief in 1974 and for years all emergency calls 24/7 were handled by Harry's wife Lavonne Rogers and their 3 daughters who attended to the phones and the CB radio and scanner. Funding for the fire department was from an annual barbecue at which the RWC provided desserts. Harry Rogers almost lost his life on several occasions while attempting to rescue motorists whose vehicles had been swept into the flood waters on Rollingwood Drive near Barton Springs Road before that bridge was built.



As Shanti Jayakumar, once pointed out, an article in The Picayune September 1987 sums it very appropriately: "If you need something done, chances are it can get done in Rollingwood. For 30 years, the residents of the community have been taking volunteerism to new levels. Rollingwood residents can tell countless stories of volunteerism. Chris Byrne battling the July heat and digging up rock to plant grass. Anderson used to recycle aluminum cans and use the money for park upkeep.....Dick Brown mows the yard around the Municipal building...." Dozens of Rollingwood residents can be relied on to get the necessary jobs finished. Hazel Maxwell summed it up "The only reward is gratification, and that seems to be plenty enough for Rollingwood volunteers." People in Rollingwood have had that spirit for a long, long time.



HISTORY OF ROLLINGWOOD PARK

Rollingwood has lovely parks. From the early days there was talk of creating a park for children in the city. Through the years the park has received mixed reception. Some residents have disliked the crowds it created, some objected to the cutting of curbs and erection of George B. Hatley gate. Others in the community have viewed the park as an asset to the city.

Before the development of Hatley Park in 1968, sporting events were conducted on acreage owned by Austin Independent School district on the corner of Ridgewood and Rollingwood Drive.

1950s Rollingwood park land was owned by the Western Hills Optimist Club, a non-profit corporation founded in 1955 by A.A. Mack Hull with twenty charter members, many of whom lived in Rollingwood. The club purchased, from George B. Hatley, eleven acres of land bordered by Rollingwood Drive, Nixon, Gentry, Wallis and Pleasant Drive. The primary purpose of the club was to encourage development of youth.

1968 While the land was being cleared and developed by club members the little league football, baseball and girls softball teams were being formed. Tons of dirt was trucked over from the expansion of Bee Caves road to level the fields, which were once hills. The Optimist Club eventually added restrooms and a concession stand.

1970 the Western Hills Athletic Club organized and acquired several acres in the corner of the park, at Rolligwood and Wallace, where it built a private swimming pool and tennis courts.

1971 The City of Rollingwood purchased 1.0009 acres on Nixon Drive from the Optimist Club of Western Hills. This is the land the City Hall was built upon in 1975 for the future municipal building, which was built in 1975.



Hatley Park 1970



Erection of George B. Hatley Gate 1972

ROLLINGWOOD HISTORY

1978 The Rollingwood Park Project was the brain child of Hazel Maxwell and was sponsored by the City Council and Rollingwood Woman's Club (RWC). Hazel started the project with contributions of \$750 from the city and \$270 from the Rollingwood Women's club.



In 1978, \$350 was used to pay Bud Twilley, a landscape architect to draw plans for the lower park. The park was to include 7 picnic areas and "earth berms" (grassy hills) similar to that of Wooldridge Park, which is an urban park in downtown Austin that has a natural basin whose sides slope inward to form an amphitheater with a bandstand at its center.

1979 Donations from firemen and the Women's Club paid for stacking boulders along Nixon Lane. Members raised funds for the park by recycling aluminum cans, organizing a Sampler Supper with residents bringing a casserole or covered dish and 10 copies of recipes that were sold for .25 cents each. At that event the club made over \$50 in contributions and sale of recipes. All money went to the park fund.

1980 The land was graded, a berm built, 35 fledgling trees planted, a raised knoll to be used for performances was built and a sprinkler system was installed. The only native tree in the Rollingwood Park was a forty-foot Cottonwood. The park grew "a tree at a time and a fence post at a time".



1982 Fund raising efforts were underway to pay for 3 Live Oak Trees, Pampas Grass, seven picnic tables and playground equipment. Hundreds of people gave time, materials and money in order to continue the progress.



1983-1984 Representatives of the city of Rollingwood, the Optimist Club and the Western Hills Youth Association discuss forming a structure to insure that Hatley Park in Rollingwood always remains as a park for organized athletic activities. At his own expense, Corky Logue knocked down the dilapidated Optimists building.



The old Optimist building was bulldozed because it was unsightly and unsafe.

1985 In June a new playscape was installed at a cost of \$2,200 in the lower park area. It was actually on 35 feet of land donated by the Optimist Club because the Rollingwood Park committee did not want to alter the original park plans, which did not include play equipment. Money for the playscape came from a garage sale organized by the Babysitting Cooperative (\$273), a donation from the Women's Club (\$500), the Halloween Bandit's Cave (\$105) and individual contributions (\$1,206).



1986 More than 650 youth used the baseball fields, 550 participated in soccer, 140 played girls softball and 70 participated in football. In 1986 the Optimists offered the property to Eanes School district but no action was taken.

1990 Tax collectors sued the Optimist Club for \$64,242 in taxes, penalties and interest for two years when the club failed to reapply for a tax exemption. A 27-member task force was formed with Rollingwood, surrounding communities and Eanes ISD.

Rollingwood set a hearing for purchase of Hatley Park using a settlement for overcharges in water rate. Several people disputed using the settlement to buy the park. After one invalid vote, the City Council voted to rezone park land from residential to parkland use.

Rollingwood residents voted 192-107 in a non-binding referendum to approve the city purchase of Hatley Park from the Optimist Club with \$200,000 from a water rate settlement with Austin and additional amount from the water fund.

1992 The City of Rollingwood made an offer to purchase the park land from Western Hills Optimist Club for \$220,000 stipulating the club use the money to pay off outstanding taxes of \$70,000 and allowed the club to keep one acre on Pleasant Cove to sell, with the City getting first right of refusal.

Park rezoning is declared invalid

By Peggy Viareboma
American-Statesman Staff

Resoning of privately owned athletic fields in January has been declared invalid because four council votes are needed to change the zoning, Rollingwood Mayor Corky Lopez announced last week.

The athletic fields at George B. Hatley Park are still zoned residential, as they have been for two decades. Although only 21-31 in January to rezone the fields, three-fourths of the members of the governing body must vote affirmatively. "The mayor is part of the governing body," Kohn said. "That's six. So three-fourths is five. That's what I heard it on."

The opinion from the municipal league was that a non-voting mayor isn't counted, lowering the number of votes needed to five, Lopez said.

The property owner in the 1988 case was notified that the 4-1 vote changed the

Rollingwood group to search for playing field sites, funds

By Peggy Viareboma
American-Statesman Staff

Twenty-seven people have been appointed to a task force to locate land and money for youth sports playing fields in the area encompassed by the Eanes school district.

The Rollingwood City Council decided to form a task force because of failed attempts to find more playing field sites needed because Hatley Park's fields are crowded.

The city wants to buy Hatley Park from the Western Hills Optimist Association and continue using it for youth sports, but negotiations have snagged because part of the deal is that the purchase money is to be used to obtain more playing fields elsewhere.

The task force was appointed by Rollingwood Mayor Corky Lopez and Rollingwood residents, called the Westbank Park Task Force, are Gary Bechtel, James Jolly Clark, Thom Farrell, Flo Macklin, Brian Riser, Holly Salomon and Adrienne Thannisch.

Sports club representatives are Bill Chapman and Doyle Moore, Western Hills Optimist Association; Joe Frank and Stephanie F. Joseph Jr., Western Hills Little League; John Pugsley, Western Hills Youth Football; Glenn Richter, Western Hills Little League Girls Softball; and Len Skiles, Westlake Youth Soccer Association.

Neighborhood representatives are Jodie Guerrero, Temocot; Rick Parke, Rolling Hills West; Steve Schefle, Walsh Tarleton; Wilfred "Buddy" Schroeder, Davenport Ranch; Alan Schumann, South Bee Cave Woods; and Mike Williams, Lost Creek.

Ex-officio members are Gary Hampton, Western Hills Athletic Club; Ebbie Neptune and Bill Wheeles, Eanes Independent School District; Jane Phenix, aide to

1993 The Optimist Club of Western Hills sold the 8.934 acres of parkland to the City of Rollingwood, for \$245,000. The park was purchased by the City for the recreational benefit and use of residents and property owners in the City and the general public.

1997 The basic playscapes and surrounding sidewalks in the lower park area were substantially completed. The park was open and dedicated to the children of Rollingwood at the annual Octoberque, which had been an annual community gathering and fund raiser for the volunteer fire department, started more than 30 years before.

Rollingwood celebrates park with ceremony, BBQ

Andy Rhodes
Staff Writer

The sweet scent of barbecue was still wafting through the air as the two strands of ribbon fell to the ground.

It was official - the Rollingwood playscape was open.

Duozes of children were soon clamoring over, under and through the various ladders, slides and tunnels that comprise the recently-built playground equipment. Parents and other community members, meanwhile, observed from afar as they enjoyed their catered barbecue lunches.

"This is what it's all about, seeing these kids having fun out there," said Rollingwood resident Bill Hamilton, who serves as the city's parks co-chairman.

"This is why so many people have spent so much time getting this playscape off the ground - the kids just love it."

It was apparent that last Saturday's annual Fall Octoberque in Rollingwood was a success. Hamilton spoke to the large gathering of residents in attendance just before the ribbon cutting ceremony about the history of the event, and the celebration of new traditions.

He reminded residents that the Octoberque began more than 30 years ago, when the Volunteer Fire Department at that time decided to hold a celebration for the community. Hamilton then acknowledged those in attendance for helping to bring about a new tradition - the playscape.

"We're very happy to say that two years and \$30,000 later, we have substantially completed the basic playscape and surroundings," he said at the ceremony. "We look forward to the continuing efforts of the Women's Club to raise the funds for this in addition to the almost \$15,000 they have raised for the project."

Faige Blake, president of the Rollingwood Women's Club, said that the money is continuing to be raised by the sale of commemorative walkway bricks, which were displayed at the event in their future location in the adjacent sidewalk. Additional walkways will be built as bricks are sold, she added, which will also include the custom-made masonry. A hand-crafted wooden sign will also be added to the grounds that will read "Dedicated to the children of Rollingwood."

(See BBQ, Page 12)



The Rollingwood playscape was officially dedicated with a ribbon-cutting ceremony last Saturday, much to the delight of neighborhood children.

...BBQ

continued from Page 1

Rollingwood Neighborhood Association President Steve Guengerich said the opening of the playscape park could serve

may also get together as a community in order to support a neighborhood park.

"This has been our effort to put our money where our mouth is and to make things a little bit better for everyone in the community," he said. "This shows the genuine motivation

Rollingwood makes new offer for Hatley Park

By Claire Osborn
American-Statesman Staff

The Rollingwood City Council has voted unanimously to make a new offer of \$220,000 to buy George B. Hatley Park from the Western Hills Optimist Club.

Although the offer had not yet been presented to the club's lawyer Wednesday, Optimist Vice President Bill Chapman said the club and city would have to keep negotiating.

"We had a better offer before," he said.

Leaders of the club said earlier an offer of \$220,000 was made, but the council made two more offers

"If we got two lots, we thought we could end up with enough money to buy land for more fields," said Chapman.

The council's first offer stipulated that the club use part of the money to pay off outstanding taxes of \$70,000 it owes to the school district and the county. This would leave the club with a net amount of \$200,000.

The new offer stipulates that the club pay off outstanding taxes before the city buys the park. This would leave the club with a net amount of \$150,000, after taxes are paid.

However, the new offer also allows the club to

it for more than its appraised value of \$27,000.

The city also would have first right of refusal on the land, meaning the city would have first choice to buy the property but would have to match any offer the club received on the land.

"We are really trying to meet them halfway. This is more consistent with what the Optimists said they wanted," Littlefield said.

Rollingwood voters two years ago authorized the city to spend \$200,000 to buy the park. Littlefield said the city would be able to make the \$220,000 offer because the \$200,000 the voters authorized has increased with interest to



ROLLINGWOOD HISTORY

2000 The Rollingwood Women's Club, spearheaded by Marilyn Kounnas, Sandra Farrell and Deb Celusniak and the generous support of the Rollingwood community, raised over \$45,000 to purchase a quality playscape and play equipment for the lower park that many children will enjoy for years to come.



2005 The 770 sq. foot covered Park Pavilion, designed by Rollingwood Resident and architect, Duke Garwood and was built in the lower park. The Pavilion is designed to hold 4-5 picnic tables and has a capacity of approximately 25 people. The purpose of the pavilion is to provide a shaded area for parents and children using the playscape, and a covered area for neighborhood events such as the Easter Egg Hunt, 4th of July and children's birthday parties.

The Pavilion was paid for using RCDC budgeted sales tax funds at a construction cost of approximately \$83,000.



2001 The new playground equipment was installed and the old equipment was moved to the upper park playground area.



2007 The Upper Park Field House was built at a cost of approximately \$138,000. The stone, roof and machinery for demolition was donated. Money for the field house was raised through donations and through the sale of park pavers. Frosty Moore whose father was part of the Optimist Club that sold the land to Rollingwood, donated \$75,000 in a fund from the Optimist sale, in exchange for naming the field house the Doyle Moore Field House.



2008 The Upper Parking lot was built at a cost of approximately \$208,000. The parking lot was a dirt field where people informally park. The old Optimist building had been located there but was demolished in the 1980s because it was unsightly and unsafe. The Park Commission was asked by the City Council to find a solution to the safety concerns of parking around and near the park. This request was made after many citizens voiced their complaints about safety in this area. Much time was spent on the design of this lot, as well as providing adequate landscaping and a sidewalk to ensure safe passage to and from the park. The City Engineer proposed 3 alternatives for this project in the Fall of 2007 for Park Commission and Council consideration. The Park Commission recommended one solution to the city and additional funds were approved for the project. In July 2008, the sitting Council unanimously approved the parking project and the remaining funding.

2010 A walking trail was added to Rollingwood Park. The track surrounds the upper fields and winds down and around the lower park. The walking trail was engineered by Bleyl and Associates and built by the City of Rollingwood Public Works Department with the help of many volunteers. The cost was approximately \$85,000. RCDC contributed \$35,000 and an additional \$25,000 from the Austin Parks Foundation was used, \$10,000 was donated by the Rollingwood Women's Club, \$10,000 from the RGK Foundation and \$5,000 was redirected from Endeavor tract park development. The little league fence was moved about 10 feet to allow adequate room for the walking trail, at a cost of approximately \$6,500.



2011 Installed for approximately \$15,000 were 5 pieces of "Energi Total Body Fitness System" equipment, located in the upper Park on both sides of the playgroup equipment. Nearest to the parking lot are 1) Dynamic Stretches and Active Movement, 2) Angle Bar & Hurdle Exercises. On the other side of the playground equipment are 3) Squats and Dips Exercises 4) Power Step Exercises 5) Stabilizing and Balance Exercises.



The Rollingwood Community Education Garden was founded by Roni Koltuniak and formed by a group of neighbors who wanted to connect to their community and the soil. This is a communal garden, small in scale but big on ideas about connectivity and sustainability.



2014 The Waterwise garden was designed by Scott Ogden and Lauren Springer Ogden of Plant-Driven Design. The Ogdens collaborated with local designer Patrick Kirwin to create a low-water, no-lawn, deer-resistant garden that offers a beautiful example to neighbors trying to cut back on their own water use. The city received \$8,400 in donations solicited through a flier inserted in the monthly water bill plus \$8,050 in donations from the Rollingwood Women's Club. The Women's Club gave \$5,000 for landscaping, \$3,000 for a cistern and \$50 for a plaque for the cistern.



2015 The old playscape in the upper park was deteriorating and was replaced by the City of Rollingwood at a cost of \$50,000, paid for with RCDC funds, and installed by We Build Fun, Inc. The Miracle Recreation playground includes a playhouse structure, pirouette spinner, UPC Ant Rock, six spinner and 2 play stations. 8 inches of compacted engineered wood was placed over existing rubber with fabric barrier between materials.



The Endeavor Tract/ Dellana Park was deeded to the City of Rollingwood for use as parkland, in exchange for a tract of land Endeavor needed to connect their proposed new parking structure to their existing buildings. Possible uses are still being considered and the area. This land is not yet part of the Park Commission area of responsibility but may possibly be in the future.



PREVIOUS SITE PLAN

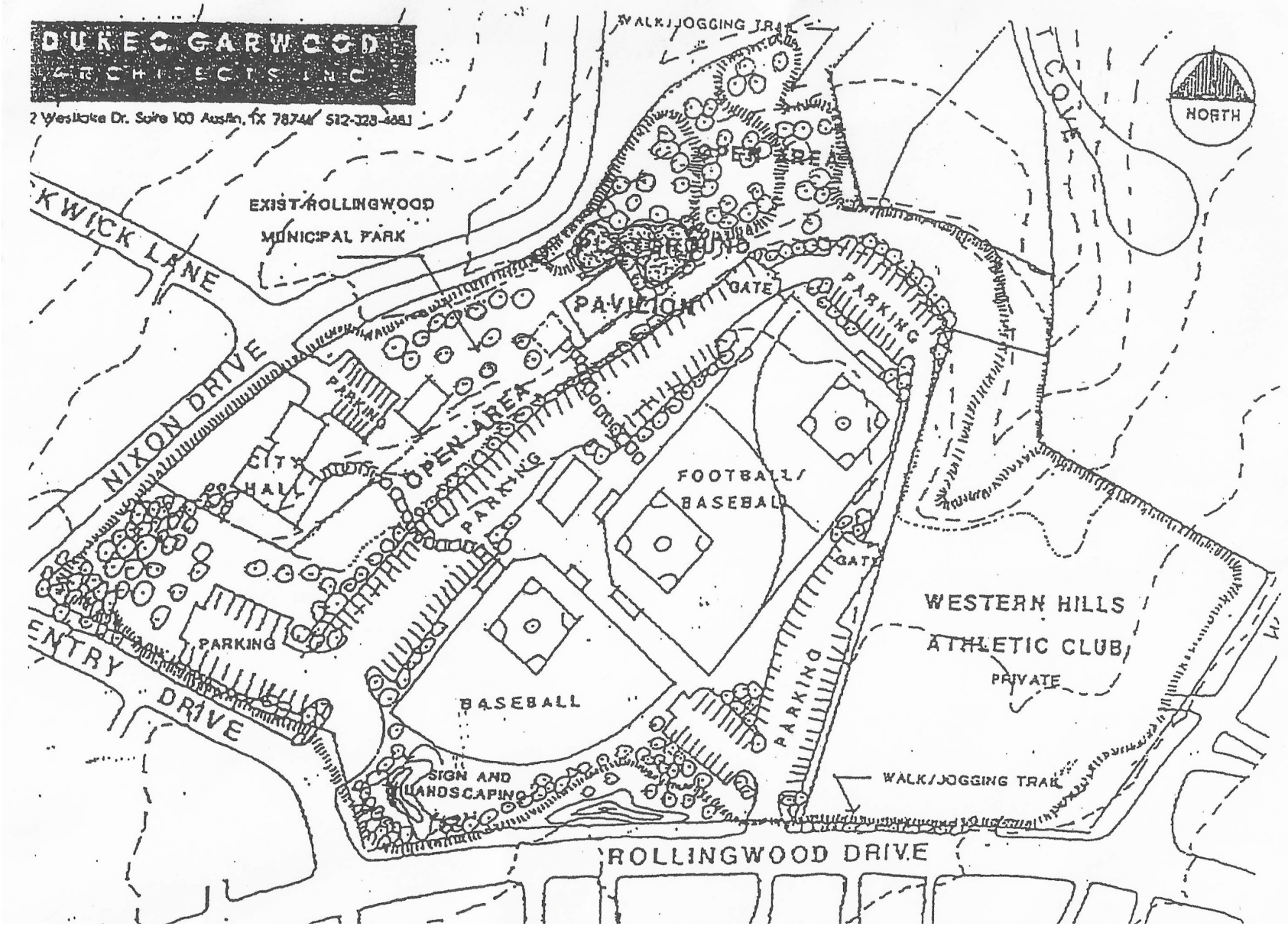


figure 22 | 1993 park site plan

TREE SURVEY



figure 23 | tree survey diagram from 2016 Preliminary Master Plan

PARK DEED

DOC. NO.
33058032

FILM CODE
00004973065

WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS: That The Optimist Club of Western Hills, Austin, Texas a/k/a Optimist Club of Western Hills, Inc., a Texas corporation ("Grantor"), for a good and valuable consideration in hand paid by the City of Rollingwood, Texas, a municipal corporation situated in Travis County, Texas ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee the following described real property in Travis County, Texas, together with all improvements thereon, to wit:

8.934 acres of land, locally known as Hatley Park, as more fully described on Exhibit "A", attached hereto and incorporated herein by reference ("Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging, unto Grantee and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; except, however, that this conveyance is made subject to the perpetual roadway easement reserved by deed recorded in Volume 2986, Page 1078, Deed Records of Travis County, Texas, to the extent that the same remains in existence and is applicable to the Property.

This conveyance is additionally made subject to the following restrictive covenants which shall run with the land comprising the Property and which shall be binding upon Grantee, and all future owners of all or any portion of the Property and all persons claiming under them:

1. It is the intention of Grantor and Grantee to provide for preservation of existing athletic fields located on the Property. Accordingly, the use and development of the Property shall be restricted to park and recreational purposes consistent with the use of a portion of the Property for four baseball/softball fields which may be converted to a football/soccer field, which athletic fields may be combination or multi-use fields and which may be improved, reconstructed, relocated or reconfigured as determined by Grantee in its sole discretion. The use of the fields for baseball, football, soccer and girls softball by Westbank areas associations which are primarily for youth within the Eanes Independent School District shall be given priority. The foregoing restrictions shall not be deemed or construed to limit the park and recreational purposes to which the balance of the Property which is not being utilized for athletic fields may be used, it being specifically understood that the remainder of the Property may be used for other park and recreational purposes which are determined by Grantee, in its sole discretion. Further, it is understood and agreed that organizations or associations which utilize the athletic fields may be required by Grantee, as a condition of such use, to participate in the maintenance or upkeep of the fields, as determined by Grantee.

2. No portion of that .9 acre tract out of the Property described on Exhibit "B", attached hereto and incorporated herein by reference, shall be used by Grantee for any on-site wastewater system, and such .9 acre tract may be utilized for purposes of effecting the compliance by the two lots to be subdivided by Grantor out of the 1.1 acre tract being retained by Grantee located on Pleasant Cove Drive with Texas Water Commission Rule 31 TAC

285.18(g)(2), which requires that a total area of one (1) acre per lot be provided if an on-site wastewater system is to be used for a residence on each of those lots; however, no portion of the on-site wastewater system for such lots may actually be located on the .9 acre tract without the prior written consent of Grantee, which may be withheld or denied at Grantee's sole discretion. In the event 31 TAC 285.18(g)(2) is hereafter amended or terminated, or alternative wastewater disposal systems become available, which cause such one-acre minimum requirement to be no longer applicable, then this restriction shall terminate and be of no further effect. This restriction shall not be deemed or construed to limit Grantee's ability to develop the surface of the .9 acre tract for park and recreational purposes.

3. In the event any of the foregoing covenants, conditions or restrictions is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, or restrictions. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent of the parties shall be enforced.

Grantee's address: 403 Nixon
Austin, Texas 78746

Executed this the 28th day of MAY, 1993.

THE OPTIMIST CLUB OF WESTERN HILLS, AUSTIN, TEXAS A/K/A OPTIMIST CLUB OF WESTERN HILLS, INC.

By: [Signature]
Printed Name: Doyle H. Moore
Title: President

ATTEST:

[Signature]
Printed Name: [Signature]
Title: DIRECTOR

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 28th day of MAY, 1993, by DOYLE H. MOORE, PRESIDENT of The Optimist Club of Western Hills, Austin, Texas a/k/a Optimist Club of Western Hills, Inc., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas
Printed Name of Notary
My commission expires: _____

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figure 24 | Rollingwood Park warranty deed

EXHIBIT A

FIELD NOTES
FOR

8.934 ACRE TRACT

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE HENRY P. HILL LEAGUE IN THE CITY OF ROLLINGWOOD, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO HAROLD SCHERZ, TRUSTEE, BY DEED RECORDED IN VOLUME 6041, PAGE 461 OF THE DEED OF TRUST RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 1.01 ACRE TRACT OF LAND AS CONVEYED TO OPTIMIST CLUB OF WESTERN HILLS, INC. BY DEED RECORDED IN VOLUME 3647, PAGE 1079 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, WESTERN HILLS ATHLETIC CLUB ADDITION, A SUBDIVISION IN THE CITY OF ROLLINGWOOD, TRAVIS COUNTY, TEXAS, AS RECORDED IN PLAT BOOK 79, PAGES 355 AND 356 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument set at the Southeast corner of the said Scherz Tract, being at the Southwest corner of the said Lot 1, Western Hills Athletic Club Addition, being in the North r.o.w. line of Rollingwood Drive, for the Southeast corner and PLACE OF BEGINNING hereof;

THENCE along the South line of the said Scherz Tract, being the North r.o.w. line of Rollingwood Drive, for the following courses:

N 86° 17' W for a distance of 45.57 feet to a 1/2 inch iron pin set

N 89° 53' W for a distance of 239.18 feet to a 1/2 inch iron pin set at a point of curve

Along a curve to the left whose radius is 797.78 feet whose arc is 161.07 feet and whose chord bears S 84° 20' W for a distance of 160.80 feet to a 1/2 inch iron pin set at the intersection of the North r.o.w. line of Rollingwood Drive and the North r.o.w. line of Gentry Drive for the Southwest corner hereof;

THENCE along the Southwest line of the said Scherz Tract, being the North r.o.w. line of Gentry Drive, for the following courses:

N 14° 53' W for a distance of 125.16 feet to a 1/2 inch iron pin set at a point of curve

Along a curve to the right whose radius is 398.55 feet whose arc is 100.34 feet and whose chord bears N 69° 01' W for a distance of 100.08 feet to a 1/2 inch iron pin found

N 61° 19' 05" W for a distance of 202.57 feet to a concrete monument set at a point of curve, being at the intersection of the North r.o.w. line of Gentry Drive and the East r.o.w. line of Nixon Drive;

FIELD NOTES
FOR

8.934 ACRE TRACT - Page Two

THENCE along the Northwest line of the said Scherz Tract, being the East r.o.w. line of Nixon Drive, for the following courses:

Along a curve to the right whose radius is 15.00 feet whose arc is 29.32 feet and whose chord bears N 05° 11' 30" W for a distance of 24.87 feet to a 1/2 inch iron pin found

N 50° 46' 25" E for a distance of 130.75 feet to a 1/2 inch iron pin set at the most Westerly corner of Lot A, Community Plaza, a subdivision in the City of Rollingwood, Travis County, Texas, as recorded in Plat Book 68, Page 17 of the Plat Records of Travis County, Texas, for a Westerly corner hereof;

THENCE along the Southwest line of the said Lot A, Community Plaza, S 62° 33' 15" E for a distance of 142.44 feet to a 60-d nail found at the most Southerly corner of the said Lot A;

THENCE along the Southeast line of the said Lot A, Community Plaza, for the following courses:

N 52° 49' 05" E for a distance of 113.52 feet to a 1/2 inch iron pin found

N 48° 47' 30" E for a distance of 96.41 feet to a 1/2 inch iron pin set

N 60° 47' 30" E for a distance of 130.99 feet to a 1/2 inch iron pin set at the most Easterly corner of the said Lot A;

THENCE along the Northeast line of the said Lot A, Community Plaza, N 31° 41' 30" W for a distance of 85.09 feet to a 1/2 inch iron pin found at the most Northerly corner of the said Lot A, being in the East r.o.w. line of Nixon Drive;

THENCE along the East r.o.w. line of Nixon Drive, along a curve to the left whose radius is 261.39 feet whose arc is 15.86 feet and whose chord bears N 56° 05' 19" E for a distance of 15.85 feet to a 1/2 inch iron pin set at the most Southerly corner of Lot 6, Block D, Hatley Park Estates, a subdivision in the City of Rollingwood, Travis County, Texas, as recorded in Plat Book 75, Page 257 of the Plat Records of Travis County, Texas;

THENCE along the Southeast line of Block D of the said Hatley Park Estates, for the following courses:

Along a curve to the left whose radius is 261.39 feet whose arc is 102.88 feet and whose chord bears N 43° 04' 30" E for a distance of 102.22 feet to a 1/2 inch iron pin set

N 31° 51' E for a distance of 27.57 feet to a 1/2 inch iron pin found at a point of curve

Along a curve to the right whose radius is 198.83 feet whose arc is 116.37 feet and whose chord bears N 48° 37' 15" E for a distance of 114.72 feet to a 1/2 inch iron pin found

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PARK DEED

FIELD NOTES

FOR

8.934 ACRE TRACT - Page Three

N 65° 26' 30" E for a distance of 86.83 feet to a 1/2 inch iron pin found at a point of curve

Along a curve to the left whose radius is 741.52 feet whose arc is 240.62 feet and whose chord bears N 56° 01' 30" E for a distance of 239.57 feet to a 1/2 inch iron pin set

N 46° 46' 15" E for a distance of 5.25 feet to a 1/2 inch iron pin found at the most Easterly corner of Lot 4, Block D of the said Hatley Park Estates, being in the West r.o.w. line of Pleasant Cove, being at the Northwest corner of that certain 0.140 acre tract of land as described in Volume 7558, Page 115 of the Deed Records of Travis County, Texas, for the most Northerly corner hereof;

THENCE along the West r.o.w. line of Pleasant Cove, S 34° 16' 45" E for a distance of 24.19 feet to a concrete monument set;

THENCE along a Northeast line of the herein described tract, for the following courses:

S 44° 37' 30" W for a distance of 224.17 feet to a 1/2 inch iron pin found

S 16° 30' E for a distance of 130.04 feet to a 1/2 inch iron pin found

S 87° 05' 37" E for a distance of 27.88 feet to a 1/2 inch iron pin found

S 74° 51' 27" E for a distance of 61.67 feet to a 1/2 inch iron pin found

S 62° 25' 47" E for a distance of 123.21 feet to a 1/2 inch iron pin found in the West line of Lot 5A, Resubdivision of Lots 5 & 6, Clark Subdivision, a subdivision recorded in Plat Book 83, Page 143C of the Plat Records of Travis County, Texas;

THENCE along the West line of the said Lot 5A for the following course:

Along a curve to the right whose radius is 315.81 feet whose arc is 73.63 feet and whose chord bears S 03° 15' 05" W for a distance of 73.46 feet to a 1/2 inch iron pin found at a Northeast corner of the said Lot 1, Western Hills Athletic Club Addition;

THENCE along the North line of the said Lot 1, N 76° 18' 45" W for a distance of 103.04 feet to a 1/2 inch iron pin found at the Northwest corner of the said Lot 1;

FIELD NOTES

FOR

8.934 ACRE TRACT - Page Four

THENCE along an East line of the herein described tract, S 18° 30' W for a distance of 506.55 feet to the PLACE OF BEGINNING and containing 8.934 acres of land, more or less.

I hereby certify that this metes and bounds description is based upon the Land Title Survey and Plat made by Roy D. Smith, Registered Professional Surveyor No. 4094 on May 12, 1993.

AS SURVEYED BY:

ROY D. SMITH SURVEYORS, P.C.

Roy D. Smith
ROY D. SMITH

REGISTERED PROFESSIONAL SURVEYOR NO. 4094
May 12, 1993

Job No. 12-67



EXHIBIT B

FIELD NOTES
FOR

0.90 ACRE RESTRICTED ZONE

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE HENRY P. HILL LEAGUE IN THE CITY OF ROLLINGWOOD, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO HAROLD SCHERZ, TRUSTEE, BY DEED RECORDED IN VOLUME 6041, PAGE 461 OF THE DEED OF TRUST RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron pin found in the West r.o.w. line of Pleasant Cove, being at the most Easterly corner of Lot 4, Block D, Hatley Park Estates, a subdivision recorded in Plat Book 75, Page 257 of the Plat Records of Travis County, Texas, for the most Northerly corner hereof;

THENCE along the West r.o.w. line of Pleasant Cove, S 34° 16' 45" E for a distance of 24.19 feet to a concrete monument set for an Easterly corner hereof;

THENCE along the Easterly line of the herein described tract, S 44° 37' 30" W for a distance of 224.17 feet to a 1/2 inch iron pin found and S 16° 30' E for a distance of 130.04 feet to a 1/2 inch iron pin found for the Southeast corner hereof;

THENCE along the South line of the herein described tract, for the following courses:

N 87° 05' 37" W for a distance of 57.00 feet to an angle point

S 67° 55' 53" W for a distance of 69.59 feet to an angle point

N 58° 59' 37" W for a distance of 155.93 feet to a 1/2 inch iron pin found in the Southeast line of Block D of the said Hatley Park Estates, for the Southwest corner hereof;

THENCE along the Southeast line of the said Block D for the following course:

FIELD NOTES
FOR

0.90 ACRE TRACT - Page Two

Along a curve to the right whose radius is 198.83 feet, whose arc is 116.37 feet and whose chord bears N 48° 37' 15" E for a distance of 114.72 feet to a 1/2 inch iron pin found

N 65° 26' 30" E for a distance of 86.83 feet to a 1/2 inch iron pin found at a point of curve

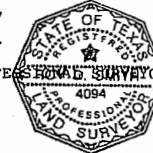
Along a curve to the left whose radius is 741.52 feet, whose arc is 240.62 feet and whose chord bears N 56° 01' 30" E for a distance of 239.57 feet to a 1/2 inch iron pin found

N 46° 46' 15" E for a distance of 5.25 feet to the PLACE OF BEGINNING and containing 0.90 acre of land, more or less.

I hereby certify that this metes and bounds description is based upon the Land Title Survey and Plat made by Roy D. Smith, Registered Professional Surveyor No. 4094 on May 12, 1993.

AS SURVEYED BY:
ROY D. SMITH SURVEYORS, P.C.

Roy D. Smith
ROY D. SMITH
REGISTERED PROFESSIONAL SURVEYOR NO. 4094
May 12, 1993



Job No. 12-67

FILED
93 MAY 28 PM 4:46
TRAVIS COUNTY TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time signed herein by me, and
was duly RECORDED in the Public and Page of the
public RECORDS of Travis County, Texas, on

MAY 28 1993



James L. Dwyer
County Clerk
301 Congress Suite 450
Austin Texas 78701

REPT. TO THE COM. OF THE STATE OF TEXAS

11946 1991

GIRLS SOFTBALL LEASE AGREEMENT

ROLLINGWOOD MUNICIPAL PARK – ATHLETIC FIELDS OPERATION, MAINTENANCE AND GROUND LEASE AGREEMENT

THIS OPERATION, MAINTENANCE AND GROUND LEASE AGREEMENT (“**Agreement**”), effective September 1, 2014, is made and entered into by and between THE CITY OF ROLLINGWOOD, TEXAS, a general law city located in Travis County, Texas (the “**City**”), and WESTERN HILLS GIRLS SOFTBALL PROGRAM, INC. (the “**Corporation**”).

ARTICLE 1 RECITALS

1.1 The City is the owner of an 8.934 acre municipal park, locally known as “Hatley Park” (the “**Park**”), which is located within the incorporated city limits of the City, and which is available for the recreational benefit and use of residents of and property owners in the City and general public. There are, at the present time, athletic fields located within the boundaries of the Park (the “**Athletic Fields**”) that have traditionally been used for organized youth athletic activities.

1.2 The City and the Corporation desire to enter into a contract pursuant to which the Corporation will operate, maintain, and improve the Athletic fields and the Park for the benefit of residents of and property owners in the City, and the general public, in accordance with the terms of this Agreement.

ARTICLE 2 DEMISE OF LEASE PREMISES

The City, for and in consideration of the covenants and obligations described in this Agreement which are to be kept, performed and observed by the Corporation, does hereby lease and demise to the Corporation, and the Corporation does hereby rent and accept from the City, the Athletic fields, as more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference, together with all improvements now located or hereafter constructed on the Athletic Fields (collectively, the “**Leased Premises**”).

ARTICLE 3 TERM /ADMINISTRATIVE FEES

3.1 Primary Term. This Agreement shall be for a period of five (5) years, referred to as the Primary Term, commencing on September 1, 2014 and ending August 31, 2019; subject, however, to earlier termination upon the conditions set forth in this Agreement.

3.2 Administrative Fees. The Corporation will pay to the City the amount of \$3,700.00 on September 1st of each year during the Primary Term to cover administrative costs incurred by the City (“**Administrative Fee**”). The first such Administrative Fee will be paid on the date this Agreement is fully executed and shall be for the one-year period commencing September 1, 2014.

ARTICLE 4 USE OF PREMISES

4.1 Permitted Uses. The Corporation shall have the right to use the Leased Premises only for organized youth athletic activities sponsored by the Corporation and other organizations approved by the City in accordance with Section 12.2 of this Agreement, and such other uses as may be approved by the City in writing. The Corporation shall comply with any and all rules and regulations imposed by any governmental entity which affect the operation and maintenance of the Athletic Fields, including any rules, regulations or ordinances established from time to time by the City. The rules and regulations to be established by the City shall be established by ordinance or such other manner as authorized by the City Council of the City and shall specifically include, but not be limited to, limitations on hours of operation and use of the Athletic Fields, restrictions on exterior lighting, and restrictions on signage. Between seasons and at such times as events are not scheduled by the Corporation or its permitted subleases, the Athletic Fields may be used for park and recreational purposes by the City and the citizens of the City. The City shall not cause damage to the Athletic Fields and shall cause all trash generated by such use to be cleaned up promptly after any City-sponsored event.

4.2 Special Provisions Relating to the Use of the Leased Premises. The Corporation hereby agrees to reserve a portion of the Leased Premises (commonly known as Hatley Fields #1 and #4) for use as boys baseball fields for the term. Western Hills Little Leagues shall be an approved youth athletic organization under this Agreement.

4.3 Waste, Nuisance or Illegal Uses. The Corporation shall not use, or permit the use, of the Leased Premises in any manner which results in waste of the Leased Premises, of which constitutes a nuisance or any unlawful use or purpose.

ARTICLE 5 CONSIDERATION; OBLIGATIONS OR CORPORATION

5.1 Consideration. In consideration of the lease of the Leased Premises to the Corporation, the Corporation covenants and agrees to operate, maintain, repair, and preserve the Leased Premises, and provide funding for capital improvements to the Leased Premises and the Park as described in Article VIII of this Agreement.

5.2 Operation and Maintenance of Leased Premises. As used in this Agreement, the term “operate and maintain”, and the obligation of the Corporation to operate and maintain the Leased Premises, shall include, but shall not be limited to, the following:

a. The maintenance and upkeep of the Leased Premises. The Corporation agrees to maintain the Athletic Fields and all improvements thereon, including the field house and restrooms, in a safe, clean and orderly condition, and to effect all repairs which are or may become necessary to any improvements on the Leased Premises, including repainting and replacements as necessary to maintain the improvements in a neat and well-kept condition. The Corporation further agrees to continuously maintain a contract with a qualified commercial landscaping service, which has been approved by the City, to provide for weekly maintenance of the Athletic Fields from March through September and for monthly maintenance from October through February during the Primary Term (“Service Contract”). The Service Contract must, at a minimum, provide for mowing, fertilization, irrigation, re-vegetation of dead or dying grass or landscaping, pesticide and herbicide treatments, timely trash removal and other necessary maintenance to maintain the Athletic Fields in a neat and orderly condition. The Corporation will also perform any maintenance or service necessary to keep all landscaping in a good state of appearance, and to keep all trash picked up and secured in clean, enclosed trash receptacles. The Corporation shall provide a number of trash receptacles for convenient use by the public and to ensure sufficient capacity to hold the level of refuse generated by users of the Leased Premises. The Corporation shall reasonably adjust the number of receptacles and/or the frequency of disposal as necessary for the convenience of the public and cleanliness of the Leased Premises as directed by the City based on complaints by the public or observed conditions.

b. The employment, compensation and supervision of any employees and the supervision of any volunteers necessary for the efficient operation of the Athletic Fields. All such employees or volunteers shall be employees and/or volunteers of the Corporation and not of the City.

c. The maintenance of records pertaining to the management and operation of the Leased Premises and preparation and filing of all tax returns and forms in connection therewith. The Corporation shall allow any member of the City Council of the City, the City secretary or any other authorized representative of the City access to all books and records of the Corporation upon request.

d. The acquisition and maintenance of general liability insurance with limits of coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, to

include coverage for sexual abuse and sports excess accidents with the same minimum limits of coverage; directors and officers coverage with a limit of not less than \$1,000,000 per occurrence; and crime coverage with a limit of not less than \$35,000 per occurrence covering the Leased Premises and use thereof. The City shall be included as an additional insured in each such policy of insurance. Such insurance shall be maintained in full force and effect at all times during the term of this Agreement. The liability insurance required hereunder shall provide that it may not be terminated, changed or cancelled without thirty (30) days’ prior written notice to the City. The City acknowledges and agrees that, at the time of execution of this Agreement, the City is carrying fire and extended coverage insurance covering the Park and the City agrees to maintain such insurance during the term of this Agreement. In the event that additional property insurance coverage becomes necessary as a result of improvements to the Leased Premises effected by the Corporation, the Corporation shall give written notice to the City of the improvements constructed and the fair market value of the improvements. The City shall be named as an additional insured in all insurance policies obtained by the Corporation, and the Corporation shall provide the City with a copy of any and all such policies

e. The payment of all bills, invoices and other obligations incurred in connection with the operation and maintenance of the Leased Premises.

f. The management of the use of the Leased Premises, including scheduling the use of the Athletic Fields by such organizations as may be approved by the City Council of the City in accordance with Section 12.2 of this Agreement. The Corporation shall coordinate with the City and the Western Hills Athletic Club prior to scheduling any large events, such as opening day ceremonies and tournaments, and shall not schedule any of such events on dates and times which would overlap with swim meets or City-sponsored park activities in order to avoid traffic congestion and parking space shortages which would result from two well-attended activities or events being scheduled at the same time. In particular, the scheduling of multiple games and athletic events shall be staggered or arranged in order to minimize, as practicable, the need for parking and the level of traffic arriving at or leaving such events.

g. Between July 1 and July 31 of each lease year during the Primary Term, or other date as agreed to by both parties, the Corporation shall meet with representatives of the City to: (i) discuss and evaluate the Corporation’s progress during the lease year in achieving the capital improvement milestones set forth in this Agreement; and (ii) present to the City’s representatives, a schedule of capital improvements to be completed in the upcoming lease year. The review will evaluate the Corporation’s compliance with the

GIRLS SOFTBALL LEASE AGREEMENT

capital improvement plan and objectives. In addition to the above annual meeting the Corporation agrees to meet as frequently as requested by the City.

ARTICLE 6 TAXES

It is acknowledged that, at the time this Agreement is entered into, it is contemplated that the Leased Premises, as municipal property, shall be exempt from all real property taxes and assessments. The parties agree to cooperate as necessary to maintain the tax-exempt status of the Leased Premises. However, in the event that, as a result of the Corporation's use of the Leased Premises, the Leased Premises become subject to any real property taxes and assessments, the Corporation covenants and agrees to pay all such taxes and assessments to the appropriate assessing authority as and when due. If the Corporation fails to pay any taxes and assessments as required, the Corporation shall be in default under this Agreement. The Corporation shall pay all taxes and assessments which may be imposed on any personal property of the Corporation which may be located on the Leased Premises.

ARTICLE 7 UTILITIES

The Corporation shall pay all utility charges for water, electricity and other utility services for the Leased Premises.

ARTICLE 8 CAPITAL IMPROVEMENTS

8.1 Athletic Field Capital Improvements. The City and the Corporation shall identify certain capital improvements that must be effected to the Athletic Fields at the sole cost and expense of the Corporation during the Primary Term of this Agreement. The Corporation agrees to keep records regarding all such expenditures and to make such records available to the City upon request. Corporation's investment in capital improvements to the Athletic Fields must be at least \$5,000.00 during each year of the Primary Term ("**Minimum Improvement Investment**"). In the event actual capital improvement expenditures by Corporation in any given year of the Primary Term are less than the Minimum Improvement Investment, the difference between Corporation's actual expenditures and the Minimum Improvement Investment will be held by the Corporation and not used except for capital improvements to the Athletic Fields in the next year of the Primary Term in addition to the Minimum Improvement Investment for that Lease year. Capital improvement expenditures may be so carried forward every other year, so that the full Minimum Improvement Investment accrued shall be expended not less frequently than every other year. The City and the Corporation shall rely on the principles set out in the attached Exhibit "C" for clarity in determining whether an expenditure constitutes a capital improvement

or a maintenance expense for the purpose of determining compliance with the requirement of Minimum Improvement Investments.

8.2 Park Improvements/Amendment of Master Plan.

The City may amend its master plan for improvement of the Park from time to time. The Corporation agrees to make at its expense such minor changes (as hereinafter defined) in its improvements of the Athletic Fields as are needed to carry out any amendment of the City's master plan. In addition, the parking plan component of such master plan may require the relocation of fences and backstops which define the Athletic Facilities. If the Corporation has then paid the Minimum Improvement Investment for the year of any required changes, the City may pay or cause to be paid the money to relocate fences and backstops made necessary by any changes and the Corporation shall repay those funds up to a maximum of \$5,000/year until repaid in full in each of the next year(s) that it has not fulfilled the capital expenditure requirement set out in 8.1.

8.3 Cooperation. The Corporation acknowledges that the City may apply for matching grant funds through the Texas Parks and Wildlife Department for certain improvements to the Park. The Corporation agrees to cooperate with the City in the City's efforts to obtain any such grants, including keeping records regarding the value of any labor contributed by the Corporation's volunteers for improvements to the Athletic Fields.

8.4 Approval of Capital Improvements, Changes or Modifications to the Leased Premises.

a. Any capital improvement or other major change or modification which the Corporation desires to make to the Leased Premises must be approved, in advance, by the City Council of the City and must comply with the City of Rollingwood Code of Ordinances. For purposes of this subsection, the term "major" shall refer to any and all additions to, or repair or replacement of, any existing structure and/or landscaping or other such modifications which (i) require a building permit, or (ii) exceed a total project cost or value of \$1,000.00. The Corporation shall submit plans to the City detailing the proposed changes, shall provide a statement of the purpose for any such changes or modifications and obtain the written approval of the City Council prior to making such changes and/or modifications, which approval shall not be unreasonably withheld, conditioned or delayed.

b. Any and all minor changes and/or modifications which the Corporation desires to make to the Leased Premises must be approved in advance by the Mayor of the City. For purposes of this subsection, the term "minor" shall refer to any and all additions to, or repair or replacement of, any existing structure and/or landscaping or other such modifications which (i) do not require a building permit or (ii) do not exceed a total project cost or value of \$1,000.00. It shall not be necessary for the Corporation to submit detailed plans regarding such changes unless such plans are requested in writing by the Mayor.

c. The Corporation shall obtain any and all required written approvals prior to initiating any changes and/or modifications.

8.5 City's Ownership of Improvements. It is expressly understood and agreed that all permanent improvements, now on or hereafter placed by the Corporation on the Leased Premises and any and all fixtures of whatsoever nature at any time constructed, placed or maintained on any part of the Leased Premises by the Corporation shall become the property of the City and shall upon the Leased Premises at the termination of this Agreement.

ARTICLE 9 REPAIRS AND RESTORATION

9.1 Corporation's Duty to Repair

a. The Corporation accepts the Leased Premises in the condition that the Leased Premises are in on the date of this Agreement. The Corporation shall, as its sole cost and expense, keep and maintain the Leased Premises, as well as any improvements, additions or fixtures added thereto or constructed by the Corporation, in good repair. At the termination of this Agreement, the Corporation shall deliver the Leased Premises, together with any improvements, to the City in a clean and sanitary condition, and in a good state of repair. It is acknowledged and agreed that any and all improvements to the Leased Premises undertaken by or on behalf of the Corporation are for the benefit of the Corporation and the Corporation does not act as agent of the City in connection with such work. Any claim of lien may attach only to the interest of the Corporation in the Leased Premises and not to the free title of the City.

b. Any and all major repairs which the Corporation desires to make to the structure of the Leased Premises must be approved in writing, in advance, by the City Council of the City. For purposes of this subsection, the term "major" shall refer to any and all repairs which exceed a total project cost or value of \$1,000.00. The Corporation shall submit plans detailing the proposed repairs to the City prior to making such repairs.

c. Any and all minor repairs which the Corporation desires to make to the Leased Premises must be approved in advance in writing by the Mayor of the City. For purposes of this subsection, the term "minor" shall refer to any and all repairs which do not exceed a total project cost or value of \$1,000.00. It shall not be necessary to submit detailed plans regarding such repairs unless such plans are requested by the Mayor.

9.2 City's Option to Repair. If the Corporation does not make any repairs required hereunder, or necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the Board of Fire Underwriters or of any similar body, or that the City may deem necessary to prevent waste or deterioration of the Leased Premises, or necessary to make

the Leased Premise safe or secure, the City may deliver written notice to the Corporation setting forth the repairs which the City requires. If the Corporation does not make such repairs within ten (10) days of the delivery of such notice, unless the time for effecting such repairs is extended in writing by the Mayor, the City or its representatives may go upon the Leased Premises and make any necessary repairs to the Leased Premises and perform work therein which may be necessary. Further, the City or its representatives shall have the right to go on the Leased Premises and effect any repair which may be necessary in the event of an emergency or to correct a dangerous condition existing on the Leased Premises without notice to the Corporation. If the City makes repairs under this paragraph, the Corporation shall reimburse the City for the cost of making such repairs upon demand. Nothing herein contained shall imply any duty on the part of the City to do any work which, under any provision of this Agreement, the Corporation may be required to do and shall not constitute a waiver of the Corporation's default in failing to do such work. No exercise by the City of any rights reserved in this paragraph shall entitle the Corporation to any damage for any injury or inconvenience occasioned as a result of such work.

9.4 Mechanic's Liens

a. The Corporation shall not permit any mechanics' liens or other liens to be filed against the Leased Premises nor against the Corporation's leasehold interest in the land or any improvements on the Leased Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to the Corporation or to anyone holding the Leased Premises or any part thereof through or under the Corporation.

b. If any such mechanics' liens or materialmen's liens are recorded against the Leased Premises or any improvements thereon, the Corporation shall cause the same to be removed or, in the alternative, if the Corporation in good faith desires to contest the lien in question, the Corporation may do so, but in such case the Corporation shall be required to post adequate security acceptable to the City and shall indemnify and save the City harmless from all liability for damages occasioned by such lien and shall, in the event of a judgment of foreclosure on said mechanics lien, cause the same to be discharged and removed prior to the execution of such judgment.

ARTICLE 10 CONDEMNATION

If the Leased Premises or any part thereof shall be taken for public or quasi-public purposes by condemnation as a result of any such action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this Agreement shall immediately terminate and any award or consideration for such transfer shall be and remain the sole property of the City.

GIRLS SOFTBALL LEASE AGREEMENT

ARTICLE 11 CASUALTY DESTRUCTION/INDEMNIFICATION

11.1 Destruction. If the Leased Premises are damaged by fire or other insured casualty loss which is not caused by the negligence, misuse or fault of the Corporation or the Corporation's agents, guests or invitees, the Corporation shall give immediate notice to the City and the City shall cause the damage to be repaired with reasonable promptness; however, the time period for repair shall not begin until insurance proceeds are received by the City. If the casualty loss renders the Leased Premises totally unusable by the Corporation, will require the expenditure of funds of the City other than insurance proceeds, or will require greater than (2) two months to repair, either the City or the Corporation may terminate this Agreement by giving written notice to the other party at any time prior to completion of repairs, or the parties may elect to continue this Agreement in effect.

11.2 Indemnification of the City. The City shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of the Leased Premises, or any part thereof, or caused by any defect in any building, structure or other improvement thereon, or in any equipment or other facility therein, or caused by or arising from any act or omission of the Corporation, or any of its agents, employees, volunteers, licensees, or invitees, or by or from any accident on the land or any fire or other casualty thereon, or occasioned by the failure of the Corporation to maintain the premises in safe condition, or arising from any other cause whatsoever; and the Corporation hereby waives on its behalf all claims and demands against the City for any such loss, damages or injury of the Corporation and hereby agrees to indemnify and hold the City entirely free and harmless from all liability for any such loss, damage or injury of other persons and from all costs and expenses arising therefrom.

ARTICLE 12 ASSIGNMENT AND SUBLEASE

12.1 Assignment. The Corporation may not assign this Agreement without the prior, written approval of the City, which may be withheld. Any transfer, assignment or sale of this Agreement by the Corporation without the City's prior, written consent shall be void and of no force or effect.

12.2 Sublease. The Corporation shall have the right to permit the use and occupancy of the Leased Premises, or portions thereof, by the approved youth athletic organizations set forth on Exhibit "B", attached hereto and incorporated herein by reference. The Corporation shall have the right to enter into subleases with the approved organizations set forth on Exhibit "B" and, with the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, with other youth athletic organizations. All subleases shall be consistent with the provisions of this Agreement. No sublease shall operate to release the Corporation from its duty to perform all of its obligations under this Agreement.

ARTICLE 13 DEFAULT AND REMEDIES

13.1 Termination on Default.

a. If the Corporation:(i) fails to perform any covenant, condition or agreement required to be performed by the Corporation under this Agreement; or (ii) fails to use the Leased Premises for the operation of youth sports activities (taking into consideration the seasonal or periodic nature of such activity), and either such failure continues for a period of thirty (30) days after delivery by the City to both the Corporation and the last known address of the Western Hills Little League of written notice specifying the failure, or if the Corporation breaches any obligation to be performed by it under this Agreement that cannot be cured, the Corporation shall be deemed to be in default, and the City, without further notice of any kind, may, at its option, terminate this Agreement and any and all interest of the Corporation hereunder at once, or at any time after such default.

If the City exercises its remedy to terminate this Agreement, the City may then or at any time thereafter re-enter the Leased Premises and take complete and peaceful possession of the Leased Premises with or without process of law, and may remove all persons therefrom and, in such event, the Corporation covenants to peaceably and quietly yield and surrender the Leased Premises to the City. In the event of such a termination, neither party shall be under any further obligation to the other, except that the Corporation shall remain liable for the breach of any term, covenant or condition of this Agreement occurring prior to the date of termination.

b. Each and all of the remedies given to the City in this Agreement or by law are cumulative, and the exercise of one right or remedy by the City shall not impair the City's right to exercise any other right or remedy, and the Corporation hereby waives all claims or demands for damages that may be caused by the City in re-entering and taking possession of the Leased Premises as provided in this Agreement, and all claims or demands for damages that may result from the destruction of or injury to said Leased Premises and all claims or demands for damages or loss of property belonging to the Corporation, or to any other person, firm or corporation in or upon the Leased Premises at the time of such re-entry.

ARTICLE 14 GENERAL PROTECTIVE PROVISIONS

14.1 Right of Entry and Inspection. The Corporation shall permit the City or City's agents, representatives or employees to enter on the Leased Premises for the purpose of inspection or of maintaining, repairing, improving or altering the Leased Premises.

14.2 No Partnership. The relationship between the City and the Corporation at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.

14.3 No Waiver. No waiver by the City of any default or breach of any covenant, condition or stipulation contained in this Agreement shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

14.4 Bankruptcy. Notwithstanding any provision herein to the contrary, if this Agreement is assigned to any person or entity pursuant to the provision of the Bankruptcy Code, 11 U.S.C. 101, et. seq. (the "Bankruptcy Code"), (a) any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to the City, shall be and remain the exclusive property of the City and shall not constitute property of the Corporation or of the estate of the Corporation within the meaning of the Bankruptcy Code; and (b) such person or entity shall be deemed without further act or deed to have assumed all of the obligations arising under this Agreement on and after the date of such assignment.

14.5 Use Clause. The Corporation agrees not to use the Leased Premises or any building situated upon the Leased Premises, or any part thereof, for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, the County of Travis, the City or any other lawful authority having jurisdiction over the Leased Premises.

ARTICLE 15
MISCELLANEOUS

15.1 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

15.2 Notices. All notices, demands or requests from one party to another party may be personally delivered or sent by certified mail, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or three (3) days after mailing.

To the City: City of Rollingwood
403 Nixon Drive
Austin, Texas 78746
Attn: Mayor

To the Corporation: Western Hills Girls Softball Program, Inc.

With copy to: Dick Schmidt
5410 Bee Caves Road
West Lake Hills, Texas 78746

Telephone No. (512) 329-8700
dickschmidt@sbcglobal.net

Either party shall have the right to change its address(es) for notice under this Agreement by delivery of written notice in accordance with Section 15.2

15.3 Texas Law to Apply. This Agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.

15.4 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.5 Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

15.6 Amendment. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

15.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.8 Attorney's Fees. If the City or the Corporation breach any of the terms of this Agreement whereby one party employs attorneys to protect or enforce its rights hereunder and prevails, then the prevailing party shall be reimbursed by the other party for all reasonable attorney's fees incurred in the process.

15.9 Time of Essence. Time is of the essence in the performing of all obligations under this Lease.

GIRLS SOFTBALL LEASE AGREEMENT

15.10 Headings. The headings in each of the paragraphs of this Agreement are for convenience only and are not to be construed as part of the sections of this Agreement for any reason whatsoever.

15.11 Severability. Invalidation of any or more of the covenants, restrictions, conditions or provisions contained in this Agreement, or any part hereof, shall in no matter affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.

15.12 Restrictive Covenants Controlling. Nothing contained in this Agreement shall be deemed or construed to modify, revise, amend or in any way alter the restrictive covenants contained in that one certain Warranty Deed, dated May 28, 1993, from The Optimist Club of Western Hills, Austin, Texas a/k/a Optimist Club of Western Hill, Inc., a Texas corporation, Grantor, to the City of Rollingwood, Texas, a municipal corporation situated in Travis County, Texas, Grantee, recorded in Volume 11946, Page 1984, Real Property Records of Travis County, Texas, as the same may hereafter be amended from time to time. In the event of any conflict between the provisions of this Agreement and the terms of such restrictive covenants, the provisions of the restrictive covenants shall control and the conflicting provision of this Agreement shall be deemed invalid and shall be severed from this Agreement in accordance with Section 15.11 hereof.

15.13 Exhibits. The following exhibits are incorporated into this Lease for all purposes:

Exhibit "A" - Description of Athletic Fields

Exhibit "B" - Approved Youth Athletic Organizations

Exhibit "C" - Guidance Regarding Capital Improvements

THIS AGREEMENT has been executed by the parties effective on the date and year first above written.

LESSOR

City of Rollingwood, Texas

By: 

Thom Farrell, Mayor

Western Hills Girls Softball Program, Inc.

By: 

Dick Schmidt

Its: Vice President

EXHIBIT "A"

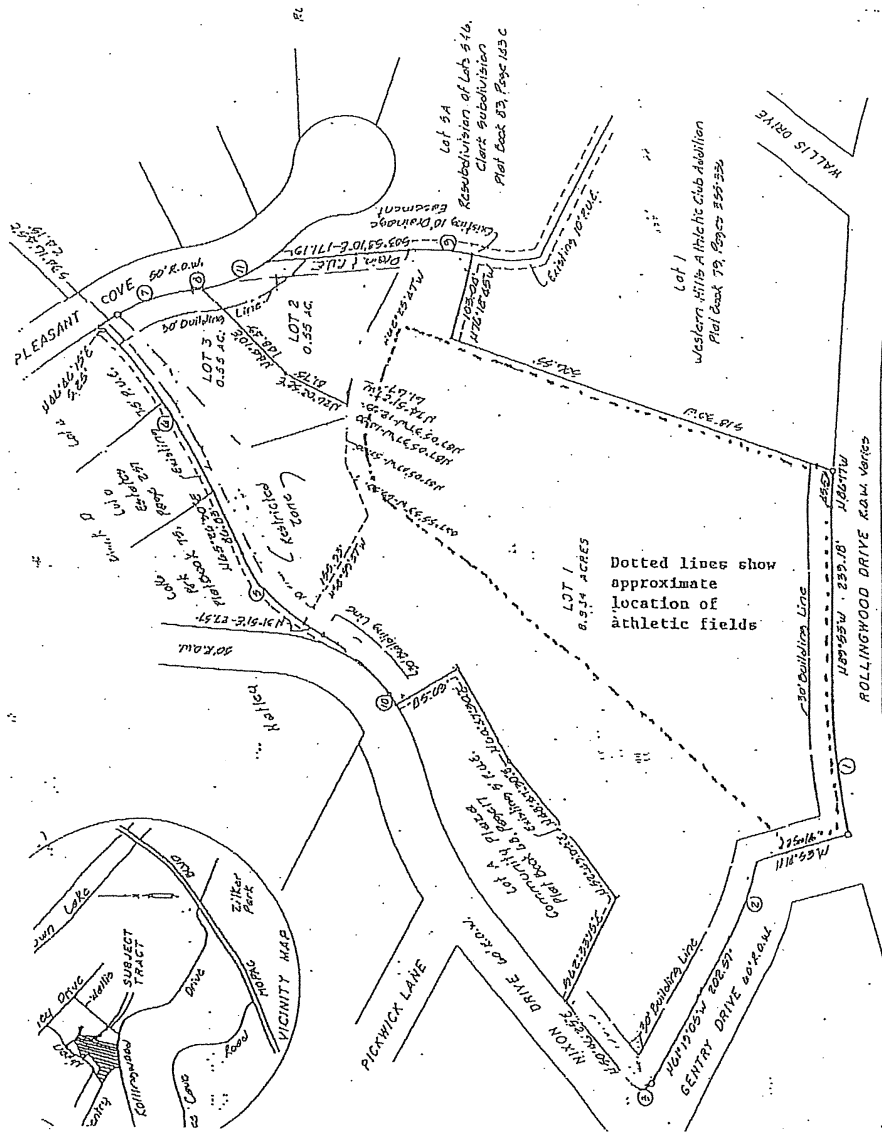
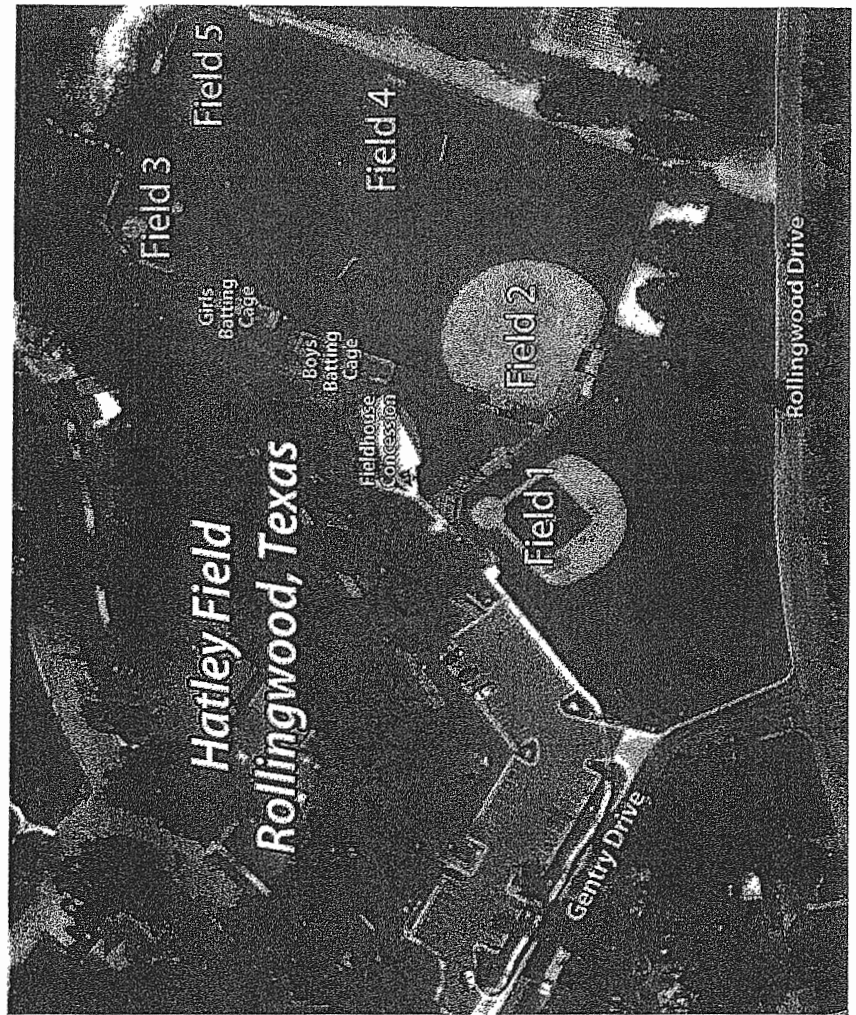


Exhibit A - 1.
Field Depiction



GIRLS SOFTBALL LEASE AGREEMENT

EXHIBIT B

Youth Athletic Organizations Approved for Sublease:

1. Western Hills Little League
2. Westlake Youth Soccer Associations
3. Westlake Pop Warner
4. Westlake Youth Lacrosse
5. Lonestar Soccer Club
6. i9 Sports

General Principle of Capitalization:

The IRS indicates what constitutes a real property capital improvement as follows:

- Fixing a defect or design flaw
- Creating an addition, physical enlargement or expansion
- Creating an increase in capacity, productivity or efficiency
- Rebuilding property after the end of its economic useful life.
- Replacing a major component or structural part of the property
- Adapting property to a new or different use

The proposed regulations require capitalization of amounts paid to acquire, produce, or improve tangible real and personal property, including amounts paid to facilitate (closing costs) the acquisition of tangible property. Amounts paid to repair and main property and equipment are deductible if those amounts are not required to be capitalized under §1.263(a)-3, which states in part that any amounts paid for permanent improvements or betterments made to increase the value of such property must be capitalized. Under the proposed regulations these improvement standards are applied to the building itself and individually to its structural components such as heating and ventilation, plumbing, electrical, fire protection and security systems and escalators and elevators. Also the new regulations will allow the dispositions of component parts of a building resulting in the recognition of a gain or loss upon the retirement of such component.

The proposed regulation also provides a "safe harbor" for routine maintenance. It indicates that recurring activities (inspection, cleaning, testing, replacing parts, and so on) that are expected to be performed as a result of the use of property to keep the property in its ordinarily operating condition aren't capital improvements. The activity is considered routine if, at the time the property was placed in service, the taxpayer reasonably expected to perform the activity more than once during the property's life.

The following table summarizes many of the factual considerations used by the courts. These factors, although not exhaustive, should be considered in your analysis to distinguish between capital expenditures and deductible repairs.

Capital	Repair
Improvements that "put" property in a better operating condition	Improvements that "keep" property in efficient operating condition
Restores the property to a "like new" condition	Restores the property to its previous condition
Addition of new or replacement components or material sub-components to property	Protects the underlying property through routine maintenance
Addition of upgrades or modifications to property	Incidental Repair to property
Enhances the value of the property in the nature of a betterment	
Extends the useful life of the property	
Improves the efficiency of the property	
Improves the quality of the property	
Increases the strength of the property	
Increases the capacity of the property	
Ameliorates a material condition or defec	
Adapts the property to a new use	
Plan of Rehabilitation Doctrine	

EXHIBIT "C"

SURVEY

ROLLINGWOOD PARK SURVEY

The 2016 survey gave us a lot of good information about the needs and desires of the community that will be used to inform the future Master Plan and recommendations for the Park. The purpose of this survey is to confirm what we already know, clarify assumptions and glean more in-depth opinions on specific topics. The information you provide on this survey will be used by the design team to create a parkspace that will cater to the community. We appreciate you taking the time to join us!

PRIORITY PROJECTS

According to the 2016 survey, priority projects for the park redesign are:

- add crosswalks
- improve informal parking area
- replace lower playground equipment and swings, and consider ADA accessibility
- protect and preserve green space
- expand special community events in park
- improve off leash pet areas

DEMOGRAPHIC INFORMATION

Do you (**circle 1**): live in Rollingwood OR commute to use the park

How often do you frequent the park (**circle 1**): daily weekly monthly bi-annually

your age: # of dogs in your family:

your children's age(s): # of children in your family:

VISION

Which vision statement for the park aligns most with your own? (**choose 1**)

- A **civic core**, providing opportunities for **play** and **education** for residents of **all ages**.
- It embodies the values of the community by providing a **safe, approachable** and **flexible** greenspace.
- The **active heart** of the community, providing residents access to both **nature** and **recreation**. It reflects the values of the community by providing an **authentic** and **accessible** refuge that is **home to everyday** and **extraordinary activities**.
- An **inviting** and **central gathering** space, whose design and brand is **community-driven, cohesive** and **identifiable**. The parkspace provides options for **multi-generational** residents and **visitors to explore, exercise** and partake in **programmed events**.

GUIDING PRINCIPLES

Which themes for the park redesign are most important to you? (**choose 3** + add any that are missing)

- improved programming layout
- embodies the identity of the community
- multi-generational activities
- civic space for gathering and events
- sustainability and environmental education
- native plantings and increased tree canopy
- utilizes space efficiently and effectively
- cohesive plan that connects with context
- improved drainage patterns
- ability to generate revenue
- other:
- other:

IDENTITY

Which words best describe the identity of the park? (**choose 3** + add any that are missing)

- safe
- community heart
- approachable
- laid back
- convenient
- quiet
- walkable
- place to play
- clean and well-maintained
- community sports center
- great open space
- small park
- natural
- other:
- other:

IDEAS!

What is missing at the park? Describe something you have seen elsewhere that you think would be a good fit here in Rollingwood.

ADDITIONAL THOUGHTS, CONCERNS, FEEDBACK

List any additional thoughts about the park. We want to hear from YOU!

Thank you for participating!

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figure 26 | survey from November 2017 workshops

ROLLINGWOOD PARK MASTER PLAN WORKSHOP AGENDA

NOVEMBER 2, 2017	LOCATION
- session 1: 11:30 - 1:30 pm	Rollingwood City Hall
- session 2: 7 - 9 pm	Council Chambers
	403 Nixon Dr, Austin, TX 78746
	512.327.1838
FACILITATORS	
Nudge Design	
- Brian Ott, principal	
- Philip Koske, principal	
- Jessica Zarowitz, PLA	
- Alice Kirchoff, landscape designer	
SCHEDULE	
15 minutes	introduction + split into 3 groups (violet, teal, orange)
30 minutes	violet at A, teal at B, orange at C
30 minutes	violet at B, teal at C, orange at A
30 minutes	violet at C, teal at A, orange at B
15 minutes	wrap up + next steps
STATIONS	
3 stations, 30 minutes per each:	
A - table map (connections, identity + play) - led by Philip	
B - table map (sports fields, activities + dog play) - led by Brian	
C- wall (visual preference survey, existing conditions + survey) - led by Jessica	

nudge**design**

figure 27 | agenda from November 2017 workshops

VISUAL PREFERENCE SURVEY

We want to know what you like! What's your style? What materials do you prefer?
What activities do you like best?

Please use the post its to indicate what you images resonate with you most on each board. You will have **10 per board**, so use them wisely. If there are different categories on the board (indicated on the left edge) try to spread your selections out so you are able to weigh in on each subject matter. There are pens available if you would like to write a specific comment that relates to the image.

And most importantly, if you have questions, ask! We are here to help.

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S.W.O.T. ANALYSIS

Help us map Rollingwood Park's STRENGTHS, WEAKNESSES, OPPORTUNITIES and THREATS. You, the users, know best, so we would like to hear from you about what you like on site, what is not working and needs improvement and what ideas you have to make the park a better community asset.

Please use the post it notes as follows:

- green = strength
- red = weakness or threat
- yellow = opportunity

nudge**design**

figure 28 | VPS + SWOT explanation from November 2017 workshops

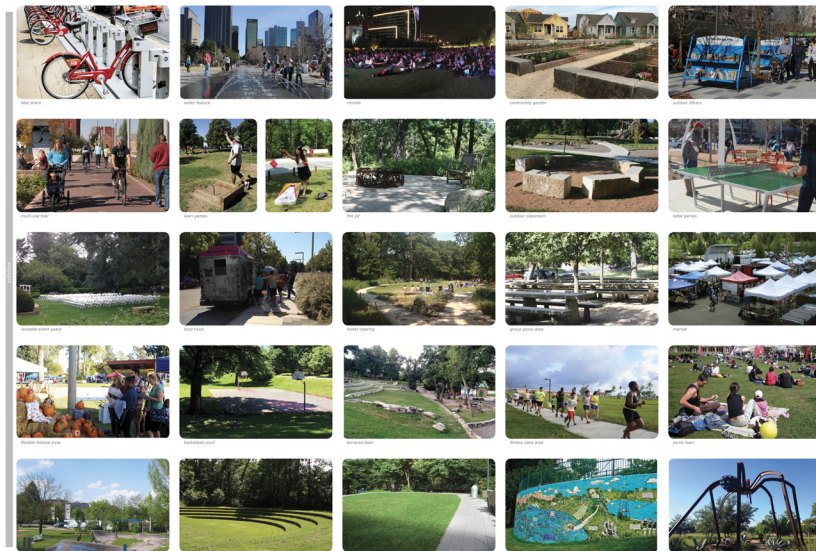
VISUAL PREFERENCE SURVEY

SIGNAGE



VISUAL PREFERENCE SURVEY
© 2017 nudge design

ACTIVITIES



VISUAL PREFERENCE SURVEY
© 2017 nudge design

MATERIALS + PLANTING



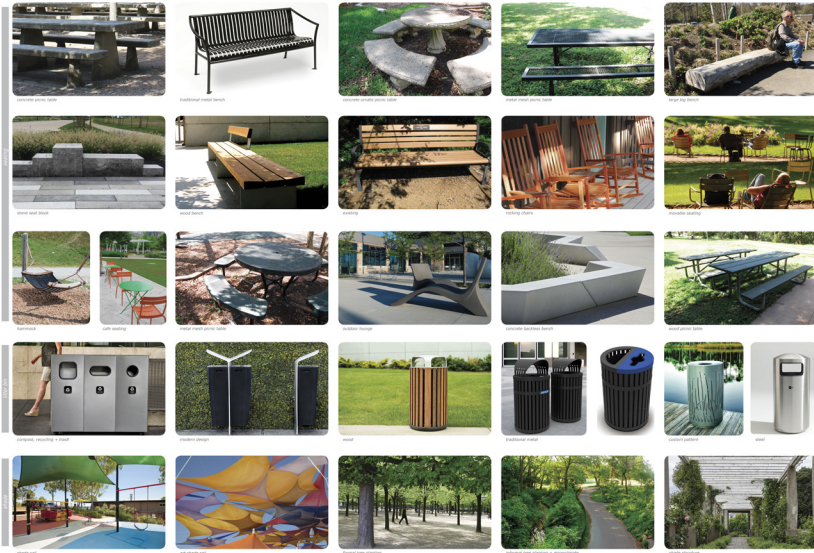
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PEOPLE + PUPPY PLAY



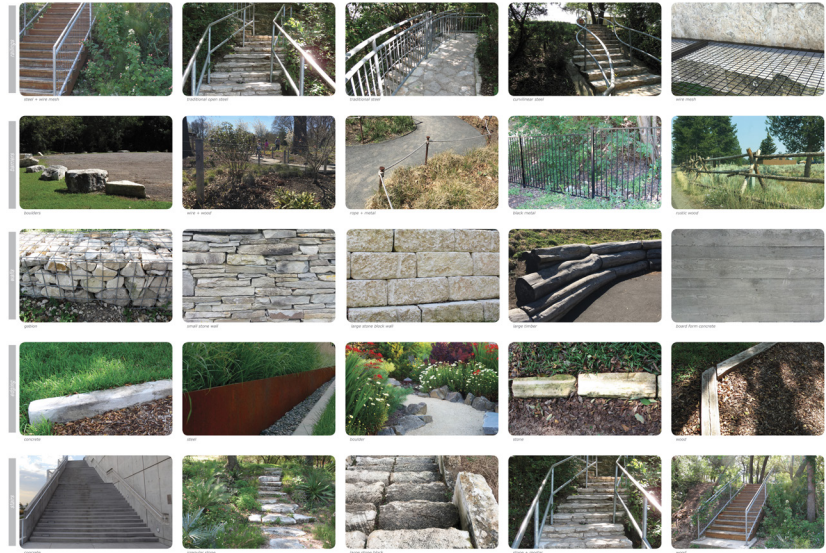
VISUAL PREFERENCE SURVEY
© 2017 nudge design

AMENITIES



VISUAL PREFERENCE SURVEY
Workshop November 1, 2017 | nudge design

BARRIERS + PATHWAYS



VISUAL PREFERENCE SURVEY
Workshop November 1, 2017 | nudge design

SIGNAGE



VISUAL PREFERENCE SURVEY
Workshop November 1, 2017 | nudge design

figure 29 | visual preference boards from from November 2017 workshops

COMPARABLE DOG PARKS

DOG PARKS

Through a review of previous engagement outcomes, interaction with key stakeholders and on-site observation, it became apparent that proper planning for people and dogs at the Park was necessary. An analysis of local dog parks was completed in order to better understand the spatial needs and preferred environment for dogs and their owners. A comparison of three heavily used Austin dog parks was prepared and employed during the Rollingwood Park Master Plan process.

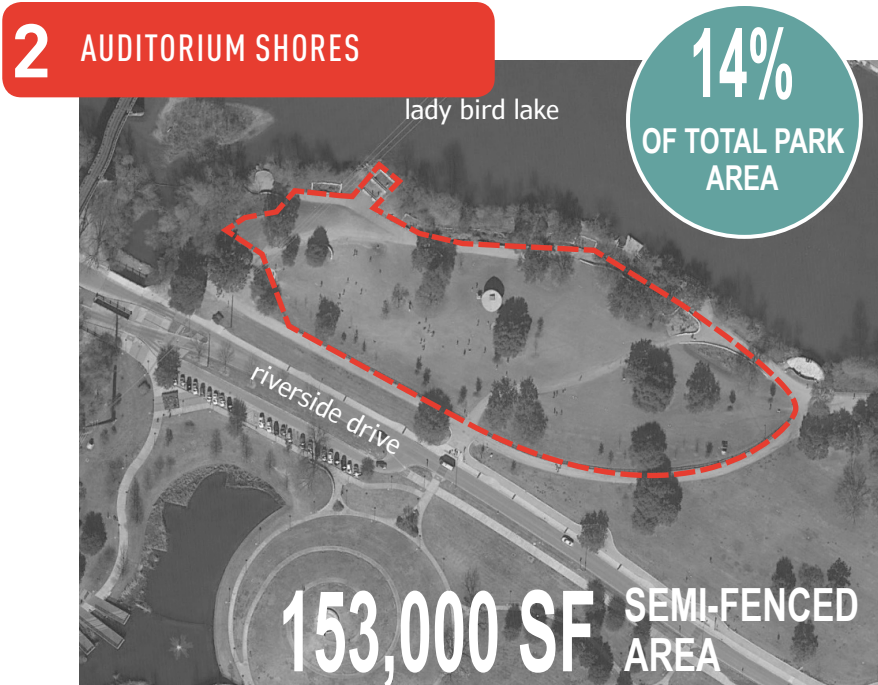
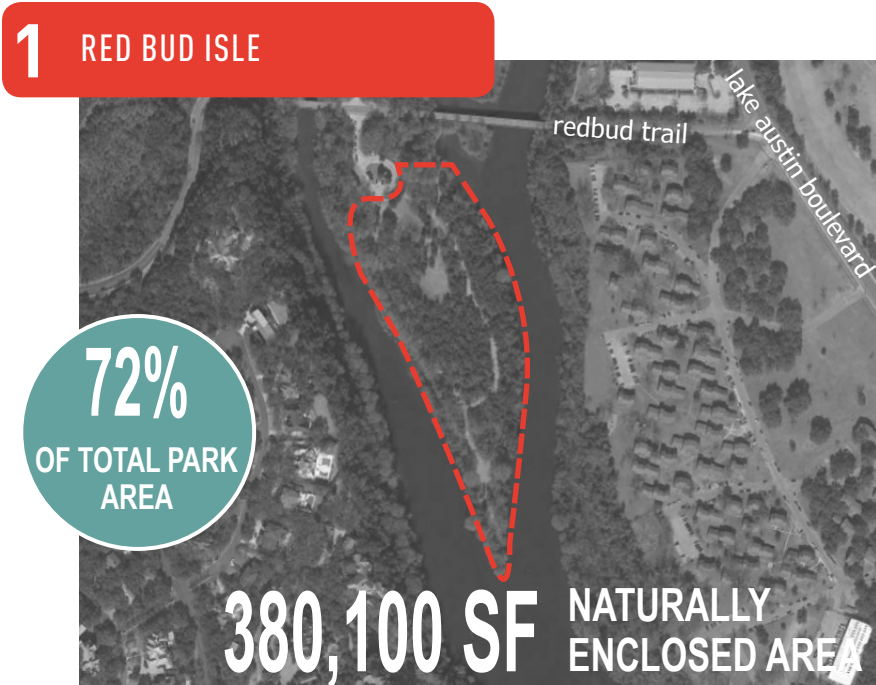


figure 30 | dog park comparisons

3 WEST AUSTIN PARK



12%
OF TOTAL PARK
AREA

4 NORWOOD ESTATE DOG PARK



65%
OF TOTAL PARK
AREA



RED OPTION

The Red Option utilizes existing sports field infrastructure and aims to improve the space and experience around the two main fields. This plan proposes to reclaim field space in order to provide more room for open green space, flexible and usable for free play and organized sports such as soccer, frisbee and flag football. On the east edge of the park is a dog run, a fenced area for off leash pets, and limited informal parking. This plan includes a nature trail zone for exploration and adventure play, amphitheater and area where a basketball court could be added.

The walking trail is improved and extended, providing a network of routes that kids, adults and seniors can use for exercise. In order to address drainage issues, a system of native and biofiltration gardens is proposed. These can be a community amenity, an education tool and would also serve a critical function, assisting with stormwater management and issues of erosion on-site.

The utilization chart highlights the major pros and cons of this plan. Compared to the Blue Option, here the flat open space is much less, while more of the sports field infrastructure is maintained at the upper park. This plan incorporates more nature trails but as a result, the off leash zone and kid's play is less than in the Blue Plan.

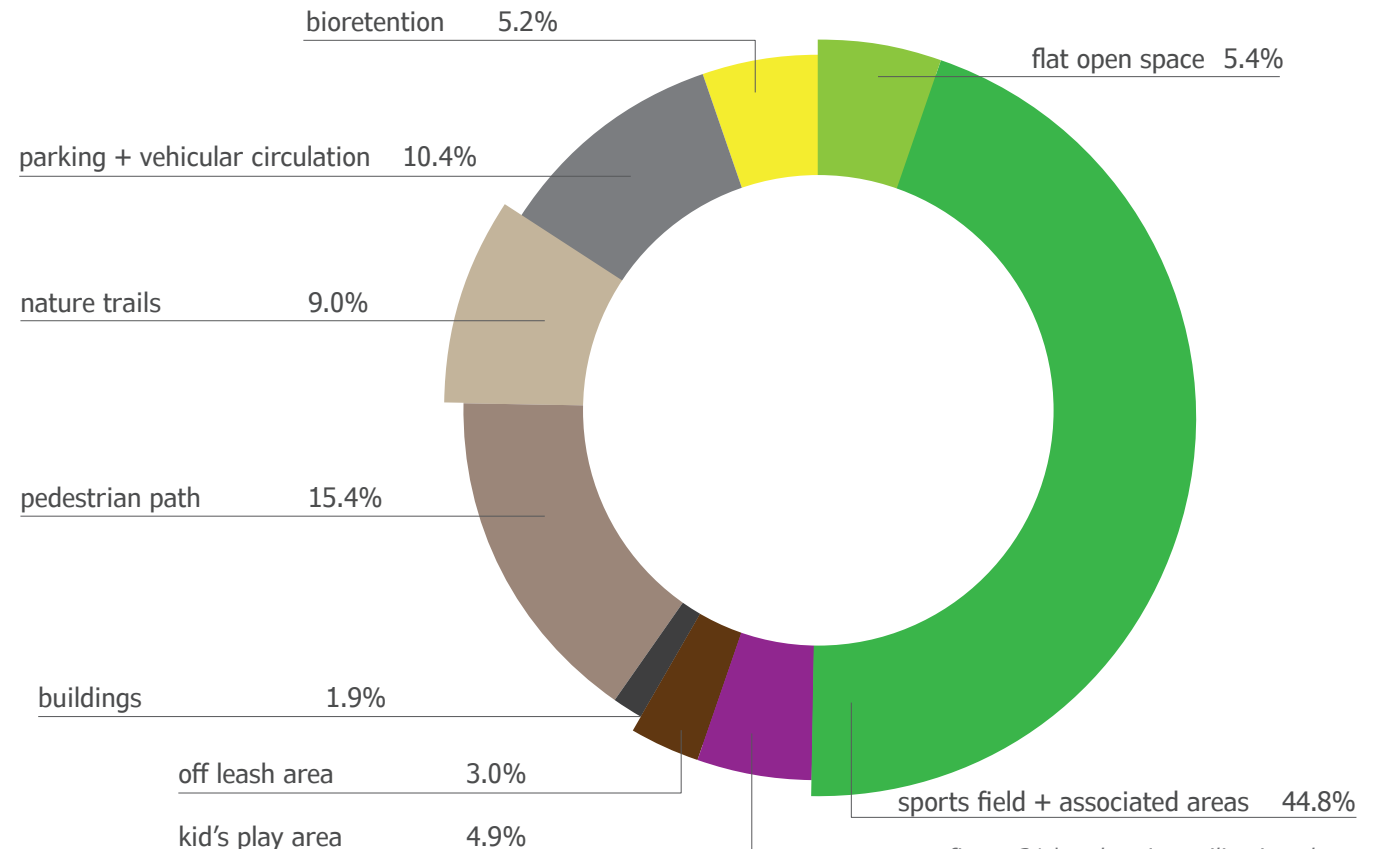


figure 31 | red option utilization chart



figure 32 | red option site plan

BLUE OPTION

Here, the ball field layout overlaps in order to accommodate a wider variety of organized and unprogrammed activities. By consolidating the field layout, the community gains a vast passive green space that can become a true community gathering space. This space, located on the Gentry and Rollingwood Drive edge, will become the new visual identity for the park.

In this plan, informal parking on the east edge is replaced with a drop off and turnaround. The northeast corner becomes home to a dog park with terraces, tree shade and agility activities. Similar to the Red Option, the trail and garden network are expanded. Additionally, signage and furniture take on a unified aesthetic and public art is incorporated into key nodes.

The utilization chart shows an increase in flat open space, flexible greenspace that can be used for events, all sports, free play and passive activities like picnicking. Measures for buildings, bioretention, parking + vehicular circulation and pedestrian path, remain the same. In this option, a large nature trail area is diminished but kid's play and off leash area for dogs is much greater.

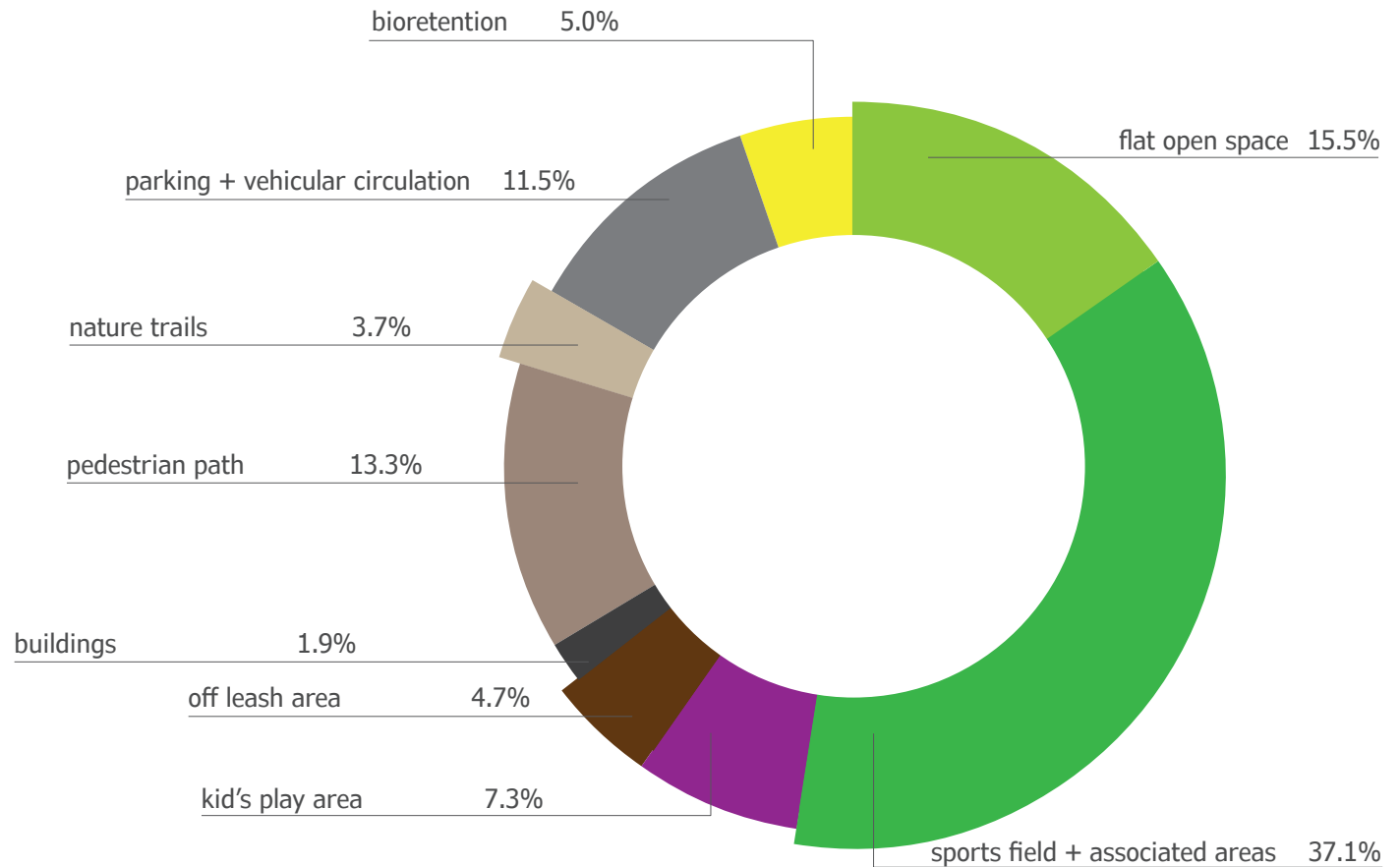


figure 33 | blue option utilization chart



figure 34 | blue option site plan

UPPER FIELD STUDIES

During the Master Plan phase of work there were several key components that received consensus in their inclusion in the park and the community benefits that they provide. Among those were:

- Extended trails and long term maintenance of the walking trails
- Activities for older children
- Nature trails
- Cohesive park signage
- Additional play opportunities within the park
- Continued native plantings and tree/canopy establishment

In addition to the consensus items there was focused dialogue related to the layout of the upper fields which led to the study of possible field configurations (Options 1, 2 and 3 attached). Based on public feedback and direction of the Park Commission these options were developed to study possible configurations of fields given the existing size and constraints of the park boundaries, topography, vegetation and need for parking.

The options depict the following:

- Option #1 - Keeps the existing field #1 in place and redevelops the remainder of the upper play field area
- Option #2 - Keeps the existing field #2 in place to create a multipurpose lawn at the corner of Rollingwood Drive and Gentry
- Option #3 - Rebuilds a permanent field in the rear of the upper park



figure 35 | upper field option 1

UPPER FIELD STUDIES



figure 36 | upper field option 2



figure 37 | upper field option 3

MULTIPURPOSE FIELD OPTIONS

A multipurpose field emerged as a strong community desire in the engagement process. These diagrams show standard sports field sizes and how they may be integrated into existing upper field layout. In all options, the baseball field (1) is untouched and the softball fields (2) infield remains intact. Options for modifications are as follows:

- Bases in the tee-ball and coach pitch fields 3, 4 and 5 are covered with turf or removable options are employed
- Remove the softball field's outfield fence and use temporary fencing for game days
- Remove the field 5 temporary backstop during baseball off-season
- Remove backstops for fields 3 and 4 and extend turf into the area currently used for informal parking

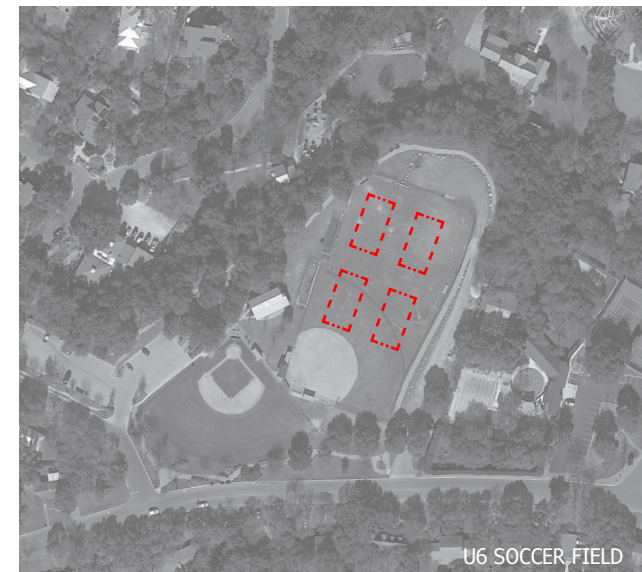
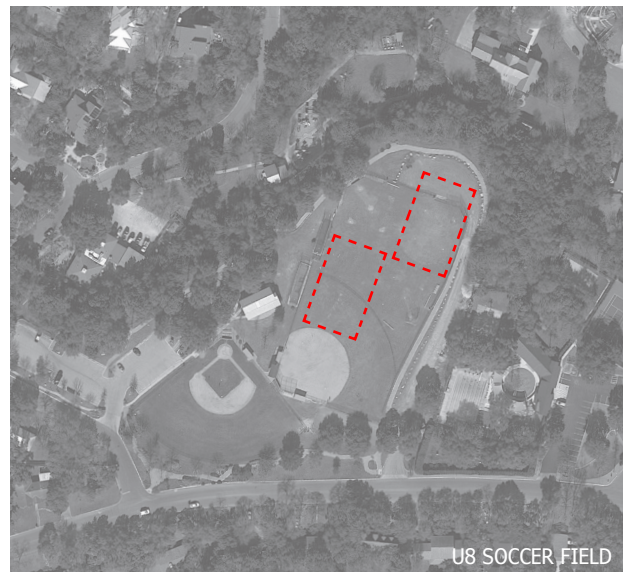
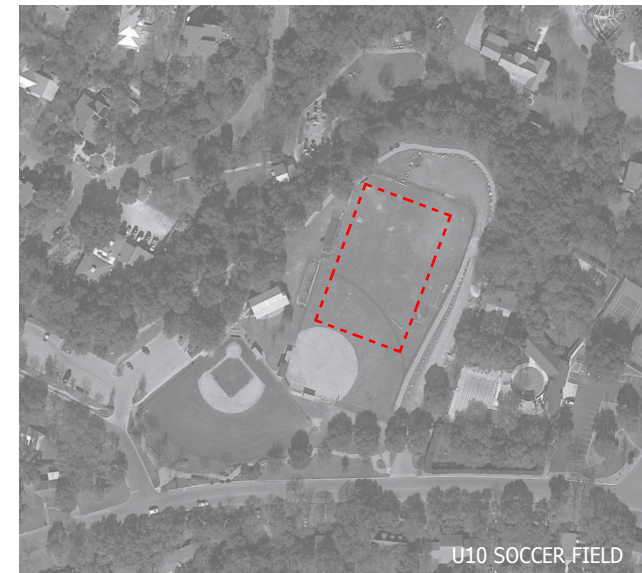
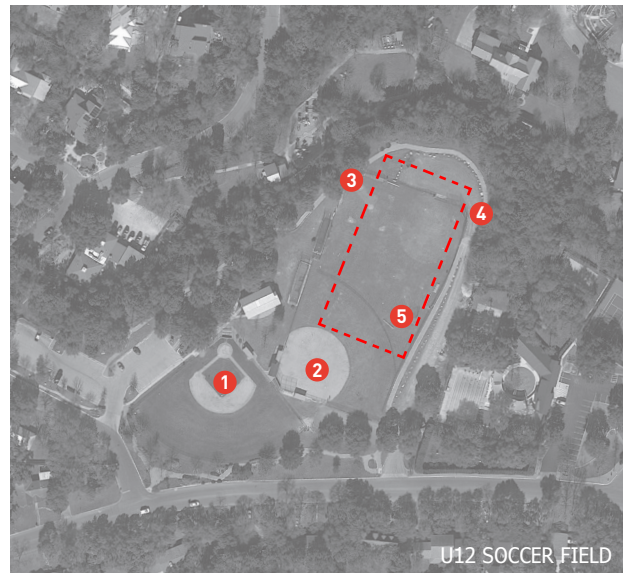
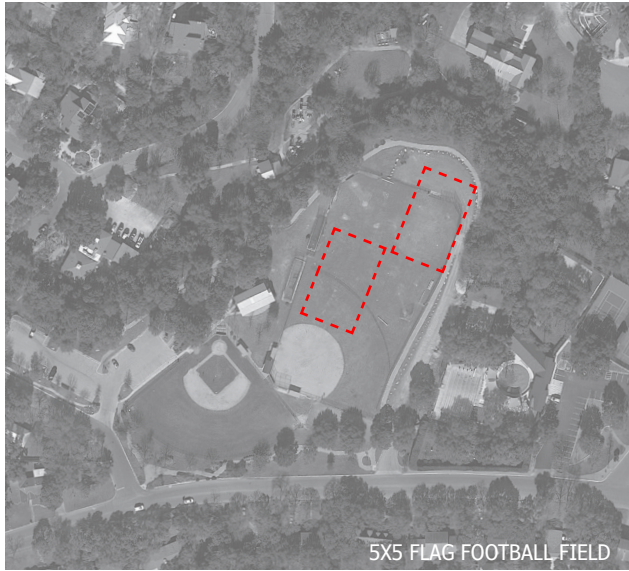
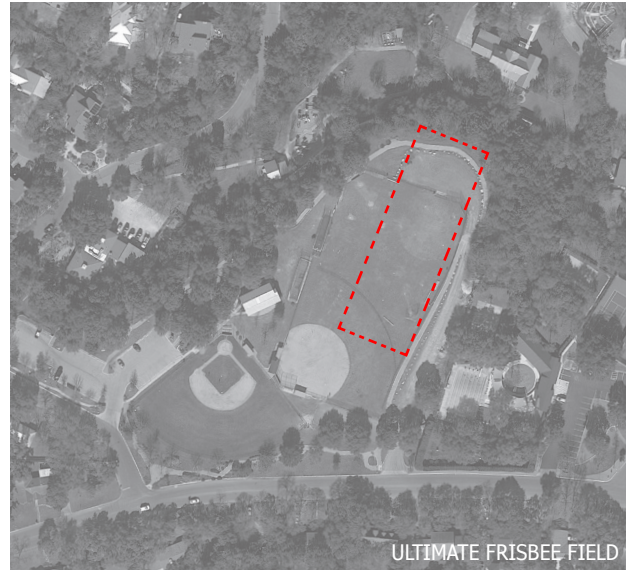


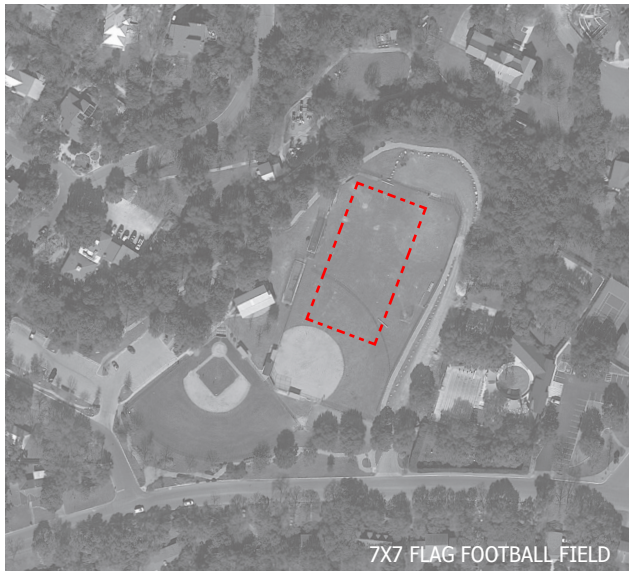
figure 38 | multipurpose field layouts



5X5 FLAG FOOTBALL FIELD



ULTIMATE FRISBEE FIELD



7X7 FLAG FOOTBALL FIELD



YOUTH LACROSSE FIELD

ACCESSIBILITY REPORT

ALTURA SOLUTIONS, L.P.
Accessibility & Compliance Consultants

(512) 410-7059

4111 Medical Pkwy #301, Austin, TX 78756

December 12, 2017

Philip Koske
Nudge Design

Project:
Rollingwood Park

Existing Conditions Site Assessment Report

Dear Philip:

The referenced project has been inspected and found not to be in compliance with some of the provisions of the Americans with Disabilities Act (ADA) as referenced in the 2010 Standards for Accessible Design.

If construction occurs to any portion of the site, compliance with the Texas Accessibility Standards must be met at that time in addition to the ADA. This report does not address any proposed alterations.

Please note, this determination does not address the requirements of the Architectural Barriers Act, Texas Government Code, Chapter 46, (P.L. 101-336), or any other state, local, or federal requirement.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Andrea LaCour at (512) 410-7059.

Sincerely,



Andrea LaCour, RAS #1313

ALTURA SOLUTIONS, L.P.
Accessibility & Compliance Consultants

(512) 410-7059

4111 Medical Pkwy #301, Austin, TX 78756

Site Assessment Report

Article 9102, T.C.S.
Texas Accessibility Standards (TAS)

Inspection Date: November 17, 2017

Altura Project No: 17-253

PROJECT INFORMATION

Rollingwood Park

Description: Assessment of existing elements throughout the Rollingwood Park. The City Hall building and any amenities associated.

Scope: The scope of the project includes the requirements for the ADA as specified in the Standards for Accessible Design.

CLIENT INFORMATION

Philip Koske
Nudge Design

NOTES:

- 1. The assessment did not include any assessment of City Hall or associated amenities.
- 2. The assessment did not include details of all elements on the site, such as the play equipment, bleachers, tables, all trash or pet dispensers/receptacles, etc.

COMMENT #1: NON-COMPLIANT

Accessible Route from Site Arrival Point

Along the route from the main parking lot to the Site Arrival Point along the dg trail, there are two protruding trees along the circulation path.



The facility must comply with the following:

307 Protruding Objects

307.2 Protrusion Limits. Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

EXCEPTION: Handrails shall be permitted to protrude 4 1/2 inches (115 mm) maximum.

Advisory 307.2 Protrusion Limits. When a cane is used and the element is in the detectable range, it gives a person sufficient time to detect the element with the cane before there is body contact. Elements located on circulation paths, including operable elements, must comply with requirements for protruding objects. For example, awnings and their supporting structures cannot reduce the minimum required vertical clearance. Similarly, casement windows, when open, cannot encroach more than 4 inches (100 mm) into circulation paths above 27 inches (685 mm).

(See Figure 307.2 on the next page.)

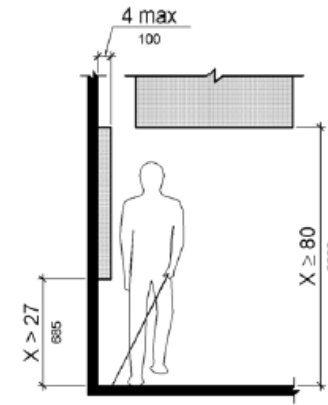


Figure 307.2 Limits of Protruding Objects

ACCESSIBILITY REPORT

COMMENT #2: NON-COMPLIANT

Accessible Route from Site Arrival Point

Along the route from the Site Arrival Point of the Right-of-Way to the site, near the parking lot, where the dg ties-in to the concrete sidewalk, there is a cross slope of approximately 4%.



The facility must comply with the following:

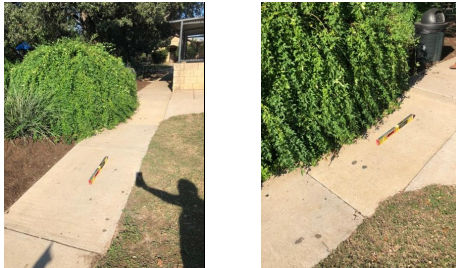
403 Walking Surfaces

403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.

COMMENT #3: NON-COMPLIANT

Accessible Routes connecting all elements within the site

There are two sidewalk segments from the asphalt parking area to the adjacent baseball field. They have running slopes of 9.5% and 10.5%. No handrails are provided. This exceeds the maximum allowable running slope of an accessible route and a ramp.



The facility must comply with the following:

See reference code 403.3 in Comment #2.

COMMENT #4: NON-COMPLIANT

Accessible Routes connecting all elements within the site

The route from the asphalt parking lot to the upper play area has a portion with a 4% cross slope and the route has some maintenance issues on the decomposed granite.



The facility must comply with the following:

See reference code 403.3 in Comment #2.

COMMENT #5: NON-COMPLIANT

Accessible Routes connecting all elements within the site

At the lower play area- there are two routes from the pavilion, both of which are not compliant. One has non-compliant running slope and one has non-compliant cross slope. An additional connection piece has non-compliant cross slope as well. A minimum of one accessible route must be provided.



The facility must comply with the following:

206 Accessible Routes

206.2 Where Required.

206.2.2 Within a Site. At least one accessible route shall connect accessible buildings, accessible facilities, accessible elements, and accessible spaces that are on the same site.

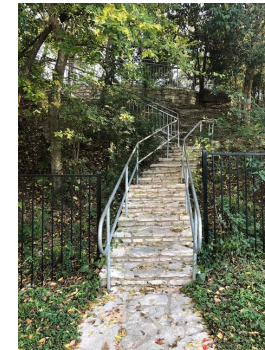
EXCEPTION: An accessible route shall not be required between accessible buildings, accessible facilities, accessible elements, and accessible spaces if the only means of access between them is a vehicular way not providing pedestrian access.

Advisory 206.2.2 Within a Site. An accessible route is required to connect to the boundary of each area of sport activity. Examples of areas of sport activity include: soccer fields, basketball courts, baseball fields, running tracks, skating rinks, and the area surrounding a piece of gymnastic equipment. While the size of an area of sport activity may vary from sport to sport, each includes only the space needed to play. Where multiple sports fields or courts are provided, an accessible route is required to each field or area of sport activity.

COMMENT #6: NON-COMPLIANT

Accessible Routes connecting all elements within the site

No accessible route is provided between the upper and lower portions of the park where stairs are provided.



The facility must comply with the following:
See reference code 206.2.2 in Comment #5.

COMMENT #7: NON-COMPLIANT

Accessible Routes connecting all elements within the site

There is no accessible route from the upper parking to City Hall where the parking serves City Hall

The facility must comply with the following:
See reference code 206.2.2 in Comment #5.

ACCESSIBILITY REPORT

COMMENT #8: NON-COMPLIANT

Upper Parking

The concrete of the sidewalk in front of the accessible parking has excessive cross slope for approximately 120 feet.



The facility must comply with the following:
See reference code 403.3 in Comment #2.

COMMENT #9: NON-COMPLIANT

Upper Parking

In the asphalt parking lot, the accessible parking striping is washed away and barely visible. Ensure the markings for the accessible space and access aisle are clearly marked



The facility must comply with the following:

502 Parking Spaces

502.2 Vehicle Spaces. Car parking spaces shall be 96 inches (2440 mm) wide minimum and van parking spaces shall be 132 inches (3350 mm) wide minimum, shall be marked to define the width, and shall have an adjacent access aisle complying with 502.3.

EXCEPTION: Van parking spaces shall be permitted to be 96 inches (2440 mm) wide minimum where the access aisle is 96 inches (2440 mm) wide minimum.

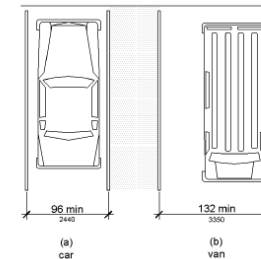


Figure 502.2 Vehicle Parking Spaces

COMMENT #10: NON-COMPLIANT

Upper Parking

In the asphalt parking lot, the accessible parking space signs are mounted at 53" where 60" is the minimum required to the bottom of the sign.



The facility must comply with the following:

502 Parking Spaces

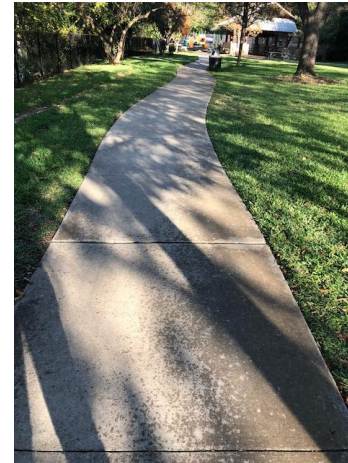
502.6 Identification. Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "van accessible." Signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.

Advisory 502.6 Identification. The required "van accessible" designation is intended to be informative, not restrictive, in identifying those spaces that are better suited for van use. Enforcement of motor vehicle laws, including parking privileges, is a local matter.

COMMENT #11: NON-COMPLIANT

Lower Parking

Along the accessible route from the lower accessible parking space to the gazebo, there is approximately 130 feet of sidewalk with excessive cross slope and a protruding tree.



The facility must comply with the following:

403 Walking Surfaces

403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.

ACCESSIBILITY REPORT

COMMENT #12: NON-COMPLIANT

Lower Parking

At the lower parking, the following violations were found:

- a. There is no space indicated as van accessible
- b. The identification sign is mounted too low
- c. The space has a slope of 4% which exceeds the maximum allowable of 2%.



The facility must comply with the following:

208 Parking Spaces

208.2 Minimum Number. Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2, and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.

Table 208.2 Parking Spaces

Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9

501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

(See Advisory and reference codes on the following page.)

Advisory 208.2 Minimum Number. The term "parking facility" is used Section 208.2 instead of the term "parking lot" so that it is clear that both parking lots and parking structures are required to comply with this section. The number of parking spaces required to be accessible is to be calculated separately for each parking facility; the required number is not to be based on the total number of parking spaces provided in all of the parking facilities provided on the site.

See reference code 502.6 in Comment #10.

502 Parking Spaces

502.4 Floor or Ground Surfaces. Parking spaces and access aisles serving them shall comply with 302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted.

EXCEPTION: Slopes not steeper than 1:48 shall be permitted.

Advisory 502.4 Floor or Ground Surfaces. Access aisles are required to be nearly level in all directions to provide a surface for wheelchair transfer to and from vehicles. The exception allows sufficient slope for drainage. Built-up curb ramps are not permitted to project into access aisles and parking spaces because they would create slopes greater than 1:48.

COMMENT #13: NON-COMPLIANT**Restrooms**

At the entry to the restrooms, there is a tree which is a protruding object.



The facility must comply with the following:
See reference code 307.2 in Comment #1.

COMMENT #14: NON-COMPLIANT**Restrooms**

At the restrooms, there is a lower drinking fountain mounted with the bottom edge at 26 1/4" where 27" is the minimum.

The facility must comply with the following:

306 Knee and Toe Clearance**306.3 Knee Clearance.**

306.3.3 Minimum Required Depth. Where knee clearance is required under an element as part of a clear floor space, the knee clearance shall be 11 inches (280 mm) deep minimum at 9 inches (230 mm) above the finish floor or ground, and 8 inches (205 mm) deep minimum at 27 inches (685 mm) above the finish floor or ground.

602 Drinking Fountains

602.2 Clear Floor Space. Units shall have a clear floor or ground space complying with 305 positioned for a forward approach and centered on the unit. Knee and toe clearance complying with 306 shall be provided.

EXCEPTION: A parallel approach complying with 305 shall be permitted at units for children's use where the spout is 30 inches (760 mm) maximum above the finish floor or ground and is 3 1/2 inches (90 mm) maximum from the front edge of the unit, including bumpers.

COMMENT #15: NON-COMPLIANT**Restrooms**

At the restrooms, the taller drinking fountain is a protruding object.

The facility must comply with the following:
See reference code 307.2 in Comment #1.

COMMENT #16: NON-COMPLIANT**Restrooms**

In the Men's restroom, the following violations were found:

- a. The mirror is mounted at 41" where 40" is the minimum required.
- b. The sink is mounted with the bottom edge at 26.5" where 27" is the minimum
- c. The hand dryer is a protruding object

The facility must comply with the following:
See reference code 306.3.3 in Comment #14.

603 Toilet and Bathing Rooms

603.3 Mirrors. Mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40 inches (1015 mm) maximum above the finish floor or ground. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches (890 mm) maximum above the finish floor or ground.

Advisory 603.3 Mirrors. A single full-length mirror can accommodate a greater number of people, including children. In order for mirrors to be usable by people who are ambulatory and people who use wheelchairs, the top edge of mirrors should be 74 inches (1880 mm) minimum from the floor or ground.

606 Lavatories and Sinks

606.2 Clear Floor Space. A clear floor space complying with 305, positioned for a forward approach, and knee and toe clearance complying with 306 shall be provided.

EXCEPTIONS:

1. A parallel approach complying with 305 shall be permitted to a kitchen sink in a space where a cook top or conventional range is not provided and to wet bars.
2. A lavatory in a toilet room or bathing facility for a single occupant accessed only through a private office and not for common use or public use shall not be required to provide knee and toe clearance complying with 306.
3. In residential dwelling units, cabinetry shall be permitted under lavatories and kitchen sinks provided that all of the following conditions are met:
 - (a) the cabinetry can be removed without removal or replacement of the fixture;
 - (b) the finish floor extends under the cabinetry; and
 - (c) the walls behind and surrounding the cabinetry are finished.
4. A knee clearance of 24 inches (610 mm) minimum above the finish floor or ground shall be permitted at lavatories and sinks used primarily by children 6 through 12 years where the rim or counter surface is 31 inches (785 mm) maximum above the finish floor or ground.
5. A parallel approach complying with 305 shall be permitted to lavatories and sinks used primarily by children 5 years and younger.
6. The dip of the overflow shall not be considered in determining knee and toe clearances.
7. No more than one bowl of a multi-bowl sink shall be required to provide knee and toe clearance complying with 306.

See reference code 307.2 in Comment #1.

ACCESSIBILITY REPORT

COMMENT #15: NON-COMPLIANT

Restrooms

At the restrooms, the taller drinking fountain is a protruding object.

The facility must comply with the following:
See reference code 307.2 in Comment #1.

COMMENT #16: NON-COMPLIANT

Restrooms

In the Men's restroom, the following violations were found:

- The mirror is mounted at 41" where 40" is the minimum required.
- The sink is mounted with the bottom edge at 26.5" where 27" is the minimum
- The hand dryer is a protruding object

The facility must comply with the following:
See reference code 306.3.3 in Comment #14.

603 Toilet and Bathing Rooms

603.3 Mirrors. Mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40 inches (1015 mm) maximum above the finish floor or ground. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches (890 mm) maximum above the finish floor or ground.

Advisory 603.3 Mirrors. A single full-length mirror can accommodate a greater number of people, including children. In order for mirrors to be usable by people who are ambulatory and people who use wheelchairs, the top edge of mirrors should be 74 inches (1880 mm) minimum from the floor or ground.

606 Lavatories and Sinks

606.2 Clear Floor Space. A clear floor space complying with 305, positioned for a forward approach, and knee and toe clearance complying with 306 shall be provided.

EXCEPTIONS:

- A parallel approach complying with 305 shall be permitted to a kitchen sink in a space where a cook top or conventional range is not provided and to wet bars.
- A lavatory in a toilet room or bathing facility for a single occupant accessed only through a private office and not for common use or public use shall not be required to provide knee and toe clearance complying with 306.
- In residential dwelling units, cabinetry shall be permitted under lavatories and kitchen sinks provided that all of the following conditions are met:
 - the cabinetry can be removed without removal or replacement of the fixture;
 - the finish floor extends under the cabinetry; and
 - the walls behind and surrounding the cabinetry are finished.
- A knee clearance of 24 inches (610 mm) minimum above the finish floor or ground shall be permitted at lavatories and sinks used primarily by children 6 through 12 years where the rim or counter surface is 31 inches (785 mm) maximum above the finish floor or ground.
- A parallel approach complying with 305 shall be permitted to lavatories and sinks used primarily by children 5 years and younger.
- The dip of the overflow shall not be considered in determining knee and toe clearances.
- No more than one bowl of a multi-bowl sink shall be required to provide knee and toe clearance complying with 306.

See reference code 307.2 in Comment #1.

COMMENT #17: NON-COMPLIANT

Restrooms

In the Women's restroom, the following violations were found:

- The mirror is mounted at 41" where 40" is the minimum required.
- The sink is mounted with the bottom edge at 26.5" where 27" is the minimum
- The hand dryer is a protruding object
- The water closet flush controls are on the closed side



The facility must comply with the following:

See reference code 306.3.3 in Comment #14.

See reference code 603.3 in Comment #16.

See reference code 606.2 in Comment #16.

See reference code 307.2 in Comment #1.

604 Water Closets and Toilet Compartments

604.6 Flush Controls. Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with 309. Flush controls shall be located on the open side of the water closet except in ambulatory accessible compartments complying with 604.8.2.

Advisory 604.6 Flush Controls. If plumbing valves are located directly behind the toilet seat, flush valves and related plumbing can cause injury or imbalance when a person leans back against them. To prevent causing injury or imbalance, the plumbing can be located behind walls or to the side of the toilet; or if approved by the local authority having jurisdiction, provide a toilet seat lid.

COMMENT #18: NON-COMPLIANT

Sports Fields

There is not a compliant accessible route to any of the baseball fields or batting cages. There must be an accessible route provided to all sports fields.



The facility must comply with the following:
See reference code 206.2.2 in Comment #5.

COMMENT #19: NON-COMPLIANT

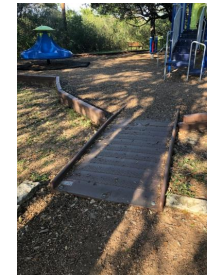
Play areas

The play equipment was not assessed. Ensure the play components are accessible and comply with applicable requirements for elevated and ground level play components.

The upper play area has the following violations:

- a. There is a vertical level change at the entrance
- b. The entry ramp has excessive running slope
- c. The surface material could not be verified to meet the ASTM requirements

The lower play area surface material could not be verified.



The facility must comply with the following:

406 Curb Ramps

406.2 Counter Slope. Counter slopes of adjoining gutters and road surfaces immediately adjacent to the curb ramp shall not be steeper than 1:20. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.

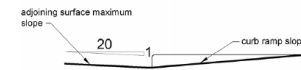


Figure 406.2 Counter Slope of Surfaces Adjacent to Curb Ramps

303 Changes in Level

303.2 Vertical. Changes in level of 1/4 inch (6.4 mm) high maximum shall be permitted to be vertical.



Figure 303.2 Vertical Change in Level

1008 Play Areas

1008.2 Accessible Routes.

1008.2.6 Ground Surfaces.

1008.2.6.2 Use Zones. Ground surfaces located within use zones shall comply with ASTM F 1292 (1999 edition or 2004 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1).

ACCESSIBILITY REPORT

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COMMENT #20: NON-COMPLIANT

Play areas

The exercise equipment is not on an accessible route.



The facility must comply with the following:

236 Exercise Machines and Equipment

236.1 General. At least one of each type of exercise machine and equipment shall comply with 1004.

Advisory 236.1 General. Most strength training equipment and machines are considered different types. Where operators provide a biceps curl machine and cable-cross-over machine, both machines are required to meet the provisions in this section, even though an individual may be able to work on their biceps through both types of equipment.

Advisory 236.1 General (Continued). Similarly, there are many types of cardiovascular exercise machines, such as stationary bicycles, rowing machines, stair climbers, and treadmills. Each machine provides a cardiovascular exercise and is considered a different type for purposes of these requirements.

1004 Exercise Machines and Equipment

1004.1 Clear Floor Space. Exercise machines and equipment shall have a clear floor space complying with 305 positioned for transfer or for use by an individual seated in a wheelchair. Clear floor or ground spaces required at exercise machines and equipment shall be permitted to overlap.

Advisory 1004.1 Clear Floor Space. One clear floor or ground space is permitted to be shared between two pieces of exercise equipment. To optimize space use, designers should carefully consider layout options such as connecting ends of the row and center aisle spaces. The position of the clear floor space may vary greatly depending on the use of the equipment or machine. For example, to provide access to a shoulder press machine, clear floor space next to the seat would be appropriate to allow for transfer. Clear floor space for a bench press machine designed for use by an individual seated in a wheelchair, however, will most likely be centered on the operating mechanisms.

305 Clear Floor or Ground Space

305.6 Approach. One full unobstructed side of the clear floor or ground space shall adjoin an accessible route or adjoin another clear floor or ground space.

Rollingwood Park Existing Conditions Assessment

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COMMENT #21: NON-COMPLIANT

Accessories in the lower area

The following items are protruding objects:

- The bracing of the pavilion is a protruding object
- There is a protruding tree along the path.



The facility must comply with the following:

See reference code 307.2 in Comment #1.

COMMENT #22: NON-COMPLIANT

Accessories in the lower area

There are two drinking fountains meeting the lower requirements but no high drinking fountain. A minimum of 50% of the drinking fountains must be a high, including at least one.

The facility must comply with the following:

211 Drinking Fountains

211.2 Minimum Number. No fewer than two drinking fountains shall be provided. One drinking fountain shall comply with 602.1 through 602.6 and one drinking fountain shall comply with 602.7.

EXCEPTION: Where a single drinking fountain complies with 602.1 through 602.6 and 602.7, it shall be permitted to be substituted for two separate drinking fountains.

COMMENT #23: NON-COMPLIANT

Community Garden

The decomposed granite path to the community garden has maintenance issues for slopes and a change in level.



The facility must comply with the following:

302 Floor or Ground Surfaces

302.1 General. Floor and ground surfaces shall be stable, firm, and slip resistant and shall comply with 302.

EXCEPTIONS:

1. Within animal containment areas, floor and ground surfaces shall not be required to be stable, firm, and slip resistant.
2. Areas of sport activity shall not be required to comply with 302.

Advisory 302.1 General. A stable surface is one that remains unchanged by contaminants or applied force, so that when the contaminant or force is removed, the surface returns to its original condition. A firm surface resists deformation by either indentations or particles moving on its surface. A slip-resistant surface provides sufficient frictional counterforce to the forces exerted in walking to permit safe ambulation.

404 Doors, Doorways, and Gates

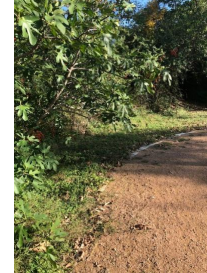
404.3 Automatic and Power-Assisted Doors and Gates. Automatic doors and automatic gates shall comply with 404.3. Full-powered automatic doors shall comply with ANSI/BHMA A156.10 (incorporated by reference, see "Referenced Standards" in Chapter 1). Low-energy and power-assisted doors shall comply with ANSI/BHMA A156.19 (1997 or 2002 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1).

See reference code 303.2 in Comment #19.

COMMENT #24: NON-COMPLIANT

Community Garden

There is protruding vegetation along the trail and entrance to the community garden.



The facility must comply with the following:
See reference code 307.2 in Comment #1.

COMMENT #25: NON-COMPLIANT

Community Garden

In community garden, ensure the hose bib complies with operable parts and reach range requirements.

The facility must comply with the following:

308 Reach Ranges

308.3 Side Reach.

308.3.1 Unobstructed. Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches (1220 mm) maximum and the low side reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

EXCEPTIONS:

1. An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches (255 mm) maximum.
2. Operable parts of fuel dispensers shall be permitted to be 54 inches (1370 mm) maximum measured from the surface of the vehicular way where fuel dispensers are installed on existing curbs.

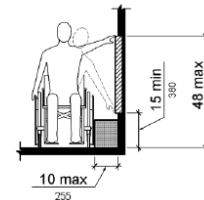


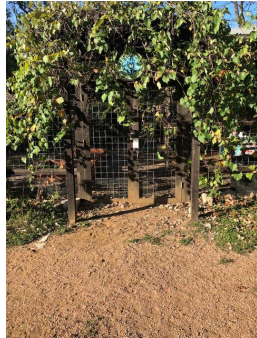
Figure 308.3.1 Unobstructed Side Reach

ACCESSIBILITY REPORT

COMMENT #26: NON-COMPLIANT

Community Garden

The door to enter the community garden could not be verified to provide the required clear width of 32" in the open position.



The facility must comply with the following:

404 Doors, Doorways, and Gates

404.2 Manual Doors, Doorways, and Manual Gates.

404.2.3 Clear Width. Door openings shall provide a clear width of 32 inches (815 mm) minimum. Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees. Openings more than 24 inches (610 mm) deep shall provide a clear opening of 36 inches (915 mm) minimum. There shall be no projections into the required clear opening width lower than 34 inches (865 mm) above the finish floor or ground. Projections into the clear opening width between 34 inches (865 mm) and 80 inches (2030 mm) above the finish floor or ground shall not exceed 4 inches (100 mm).

EXCEPTIONS:

1. In alterations, a projection of 5/8 inch (16 mm) maximum into the required clear width shall be permitted for the latch side stop.
2. Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.

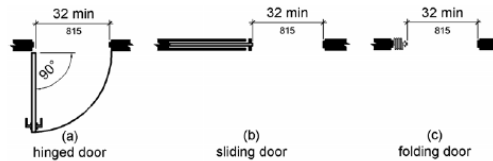


Figure 404.2.3 Clear Width of Doorways

COMMENT #27: NON-COMPLIANT

Community Garden

Ensure a minimum of one community garden plot is within an allowable reach range and on an accessible route. The surface material is mulch which is not a compliant accessible ground material.

The facility must comply with the following:
See reference code 308.3.1 in Comment #25.
See reference code 302.1 in Comment #23.

-END OF REPORT

