



Travis County Commissioners Court Agenda Request

Meeting Date: 4/10/12

Prepared By/Phone Number: Darla Vasterling Phone #: 854-7564

Division Director/Manager: Donald W. Ward, P.E., Division Director, Road Maintenance and Fleet Services

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on the following two items for River Dance Subdivision Phase 6B, in Precinct Two:

A: Acceptance of dedication of street and drainage facilities for the subdivision;

B: A Third Amendment to a license agreement for River Dance Phase 3.

BACKGROUND/SUMMARY OF REQUEST:

River Dance Phase 6B was recorded in the Official Public Records on document number 200700233 on July 24, 2007. The subdivision has been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs, for this section will be approved under Chapter 251 of the Texas Transportation Code.

A Registered Accessibility Specialist found three locations where the cross slope of the sidewalk was minimally out of compliance and poses a very small likelihood of becoming an issue in the future. TNR has observed that fully compliant sidewalks occasionally shift and can become marginally non-compliant over time.

STAFF RECOMMENDATIONS:

A. This section is accessed from River Dance Phase 6A, accepted for maintenance by Travis County. This action will add 0.40 miles to the county road system. TNR staff recommends approval of the proposed motion.

B. Summary and Staff Recommendation: Second Amendment to the license agreement with the Steiner Ranch Master Association, Inc.

The applicant requests to enter into a Third Amendment to the license agreement that was approved for the River Dance Phase Three subdivision.

The amendment to the license agreement is with the Steiner Ranch Master Association, Inc. for private improvements (custom street signs and tree wells, if needed) in the public right-of-ways of River Dance Phase 6B. The covered improvements do not reduce sight distance or place unacceptable hazards in the clear recovery zone.

ISSUES AND OPPORTUNITIES:

It is important to have the streets accepted for maintenance so that the Sheriff's Department as well as pavement management can monitor the area.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

- Approval of Construction
- List of streets
- Requirements
- Registered Accessibility letter
- Third Amendment to License Agreement
- Attached maps

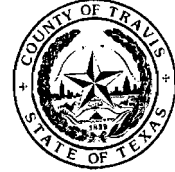
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Donald W. Ward	Director, Road & Bridge	TNR	854-9317

CC:

Anna Bowin		TNR	854-7561
David Greear		TNR	854-7650
Scott Lambert		TNR	854-7651
Roy Wright		TNR	854-7757

DV:DW:dv
 0101 - Administrative - 1105



TRANSPORTATION AND NATURAL RESOURCES

STEVE M MANILLA, P.E., EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: July 8, 2011

TO:	Developer	Engineer
	Taylor Morrison Homes	Loomis Austin
	Taylor Woodrow Communities	Andy Hollon, P.E.
	3405 Grimes Ranch Rd.	3103 Bee Caves Road, Ste. 225
	Austin, TX 78732	Austin, TX 78746
	Fax: (512) 579-2234	Fax: (512) 327-4062

SUBJECT: Riverdance 6B

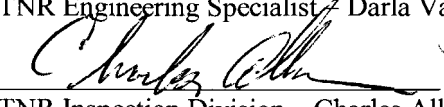
Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.

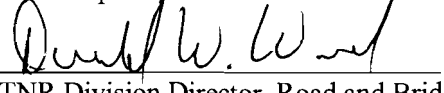
OTHER REMARKS:

None

BY:


TNR Engineering Specialist / Darla Vasterling


TNR Inspection Division – Charles Allen


TNR Division Director, Road and Bridge – Donald W. Ward



TRANSPORTATION & NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

“RIVER DANCE Phase 6B”

REQUIREMENTS FOR APPROVAL OF CONSTRUCTION

PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 1/07/10 1. Professional Engineer’s certification of quantities of work completed (**Engineer’s Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 3/22/10 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 1/07/10 3. Contractor’s (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 1/07/10 4. Reproducible Plans, certified as **“Record Drawings”** or **“As Built”**, by the Owner’s Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 9/29/11 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202, 203, 204
- 3/29/10 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
Condt.
- 3/22/10 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- AmendRD3 10. License Agreement (**If there are private improvements in Public ROW.**)



Able2Access, Inc.

11010 Prairie Dove Circle
Austin, Texas 78758
PH: (512) 762-6349
FX: (512) 692-2574

September 29, 2011

Polly Hagerty
Taylor Morrison of Texas Inc
805 Las Cimas Parkway, Suite 350
Austin, Texas 78746

Re: River Dance - Phase 6B - sidewalks, cross walks and curb ramps.
Steiner Ranch

12001 Palisades Parkway

12009 Palisades Parkway

104 Palisades Cove

Austin, TX 78732

Inspection performed September 27, 2011

INSPECTION COMPLETED - VIOLATIONS PENDING

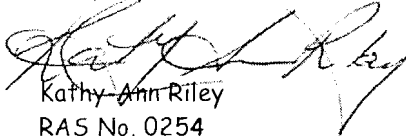
Dear Ms. Hagerty:

The referenced facility has been inspected and found not to be in compliance with some of the provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

The non-complying items noted on the enclosed inspection report must be corrected if you wish to have your fiscal returned to you by Travis County.

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, please contact Kathy-Ann Riley at (512) 762-6349.

Sincerely,


Kathy-Ann Riley
RAS No. 0254

where everyone goes for accessibility solutions...

THIRD AMENDMENT TO LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Third Amendment to License Agreement (the “Third Amendment”) is entered into effective as of the 10th day of April, 2012, (the “Effective Date”) by and between Travis County, Texas, a duly organized county and political subdivision of the State of Texas, (the “COUNTY”) and the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, (the “ASSOCIATION”), hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Parties entered into that certain License Agreement dated as of January 27, 2009 and recorded February 19, 2009 as Document No. 2009024711 in the Official Public Records of Travis County, Texas, (the “License Agreement”) whereby the COUNTY granted the ASSOCIATION a license to use those portions of the rights of way of roads dedicated to the Public and located in River Dance Phase 3, a subdivision located in Travis County, being more particularly described at Document # 200600133 in the Official Public Records of Travis County as defined in the License Agreement as the “Licensed Property”; and

WHEREAS, pursuant to the License Agreement, the COUNTY granted the ASSOCIATION permission to install, maintain and repair certain landscaping and improvements, including custom street signs and retaining walls or tree wells (defined in the License Agreement as the “Improvements”) in the Licensed Property upon the terms and conditions set forth in the License Agreement; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to expand the Licensed Property to include portions of the rights of way of roads dedicated to the Public and located in River Dance Phase Six-B, a subdivision located in Travis County, being more particularly described in that certain plat as recorded at Document # 200700233; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to grant the ASSOCIATION a license to construct, install and maintain such custom street signs and tree wells as the Association deems advisable in the “Non-Vehicular Portions” (as defined below) of the right of way (the “Right of Way”) of any road dedicated to the Public (each such road shall be defined herein as a “Dedicated Road” and all such roads shall be referred to herein collectively as the “Dedicated Roads”) on the River Dance Phase Six-B plat; and

WHEREAS, the Parties desire to amend the License Agreement to (i) modify the definition of Subdivision to include the River Dance Phase Six-B plat; (ii) expand the definition of “Licensed Property” as set forth below; and (iii) modify the definition of “Improvements” to include the “Additional Improvements” (as defined below), all as set forth below.

NOW, THEREFORE, for no additional Security Deposit, the Parties agree that the License Agreement is amended as follows:

1. The definition of "Subdivision" is hereby amended to include River Dance Phase Six-B plat, the location and configuration of which are shown on Exhibit "A" attached hereto and made a part hereof for all purposes. From and after the Effective Date, the License Agreement shall be deemed to include Exhibit "A" attached to this Third Amendment.

2. The definition of "Improvements" is hereby modified to include such custom street signs and/or tree wells as the ASSOCIATION deems to be appropriate for the development of the Subdivision (the "Additional Improvements") as well as the existing improvements installed by the ASSOCIATION in the Licensed Property pursuant to the terms and conditions of the License Agreement prior to the Effective Date.

3. The Licensed Property is hereby amended to include the property shown on Exhibit "A" attached to the License Agreement as well as the Non-Vehicular Portions of the Right of Way of all Dedicated Roads in the Subdivisions. As used herein, the term "Non-Vehicular Portions" shall mean the unpaved portion of the Right of Way for each Dedicated Road.

4. Paragraph 1 of the License Agreement is hereby modified to read as follows:

"Subject to the conditions in this Agreement and to the extent of the right, title, and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements in the Licensed Property; provided, however, that any custom street signs and/or tree wells installed by the ASSOCIATION in the Licensed Property as the ASSOCIATION deems advisable in the "Non-Vehicular Portions" (as defined below) of the right of way (the "Right of Way") of any road dedicated to the Public."

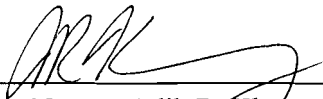
5. Words and phrases having defined meanings in the License Agreement shall have the same meaning in this Third Amendment unless expressly modified in this Third Amendment. All references to the License Agreement from and after the Effective Date shall be to the License Agreement as modified by this Third Amendment.

6. This Third Amendment may be executed in any number of counterparts, each of which so executed shall be deemed original; such counterparts together shall constitute but one agreement.

7. The Parties ratify and affirm the License Agreement in all respects as amended by this Third Amendment.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment on the dates of the acknowledgments set forth below to be effective as of the Effective Date.

STEINER RANCH MASTER ASSOCIATION,
INC., a Texas non-profit corporation

By: 
Name: Adib R. Khoury
Title: President
Authorized Representative

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2012, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized county and political subdivision of the State of Texas, on behalf of said County.

(Seal)

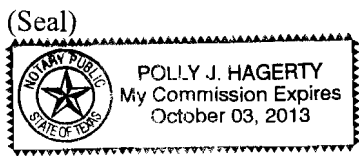
Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 9th day of March, 2012, by Adib R. Khoury, President of the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Polly J. Hagerty
Notary Public in and for the State of Texas

Polly J. Hagerty
Printed/Typed Name

My commission expires: 10-3-13

ADDRESS OF ASSOCIATION:

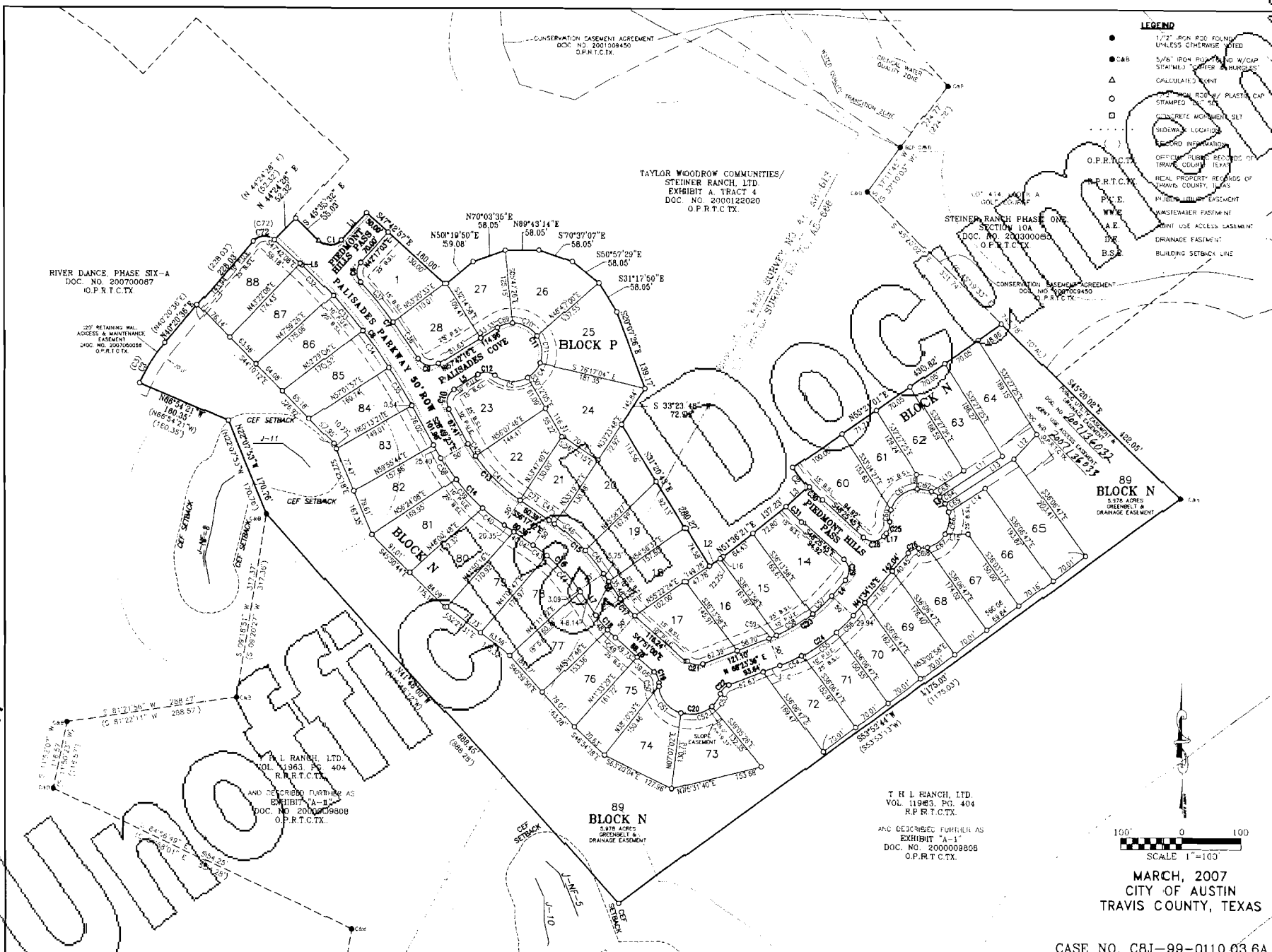
Steiner Ranch Master Association, Inc.
Attn: Mr. Scott Selman
12550 Country Trails Lane
Austin, Texas 78732
Phone: 266-7553

200 200 233

2014/2/11

0085

PHOTOGRAPHIC MYLAR



RIVER DANCE PHASE SIX-A
DOC. NO. 200700087
O.P.R.T.C.T.X.

22' RETAINING WALL
ACCESS & MAINTENANCE
EASEMENT
JHOC NO. 200700088
O.P.R.T.C.T.X.

TAYLOR WOODROW COMMUNITIES/
STEINER RANCH, LTD.
EXHIBIT A TRACT 4
DOC. NO. 2000122020
O.P.R.T.C.T.X.

STEINER RANCH PHASE ONE
SECTION 10A
DOC. NO. 200300093
O.P.R.T.C.T.X.

CONSERVATION EASEMENT AGREEMENT
DOC. NO. 200700085
O.P.R.T.C.T.X.

T.H.L. RANCH, LTD.
VOL. 1963, PG. 404
R.P.R.T.C.T.X.

AND DESCRIBED FURTHER AS
EXHIBIT "A-B"
DOC. NO. 2000009808
O.P.R.T.C.T.X.

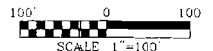
89
BLOCK N
0.376 ACRES
GREENBELT &
DRAINAGE EASEMENT

T.H.L. RANCH, LTD.
VOL. 1963, PG. 404
R.P.R.T.C.T.X.

AND DESCRIBED FURTHER AS
EXHIBIT "A-1"
DOC. NO. 2000009808
O.P.R.T.C.T.X.

LEGEND

- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- CAB 3/8" IRON ROD FOUND W/CAP STEINER'S OFFICE & HURD'S
- △ CALCULATED CORNER
- STAMPED IRON ROD W/ PLASTIC CAP STAMPED "C" SET
- D CONCRETE MONUMENT SET
- SEWERS LOCATION
- SEWER INFORMATION
- O.P.R.T.C.T.X. OFFICIAL PUBLIC RECORD OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T.X. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- P.V.E. PUBLIC VESTMENT
- W.W.E. WASTEWATER EASEMENT
- A.E. JOINT USE ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE



MARCH, 2007
CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

CASE NO. C8J-99-0110.03.6A

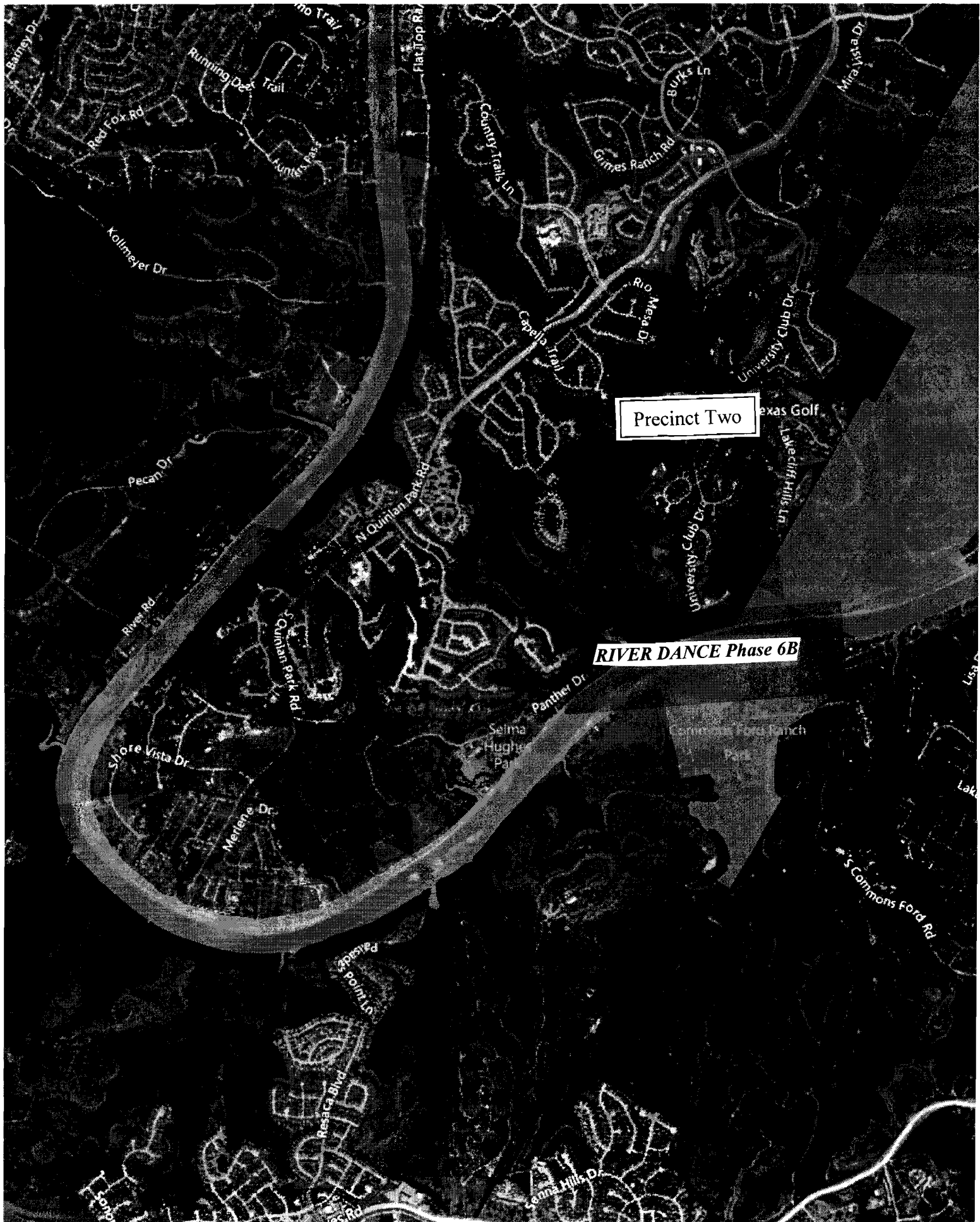
LOOMIS
ENGINEERING, LAND SURVEYING
& ENVIRONMENTAL CONSULTING
AUSTIN

RIVER DANCE
 PHASE SIX-B

SHEET 1 OF 3

FILE # C8J-99-0110.03.6A	DATE 03-22-07	DRAWN BY K. SCHNEIDER	CHECKED BY J. SCHNEIDER	SCALE 1"=100'	DATE 03-22-07	BY DCH
PROJECT RIVER DANCE PHASE SIX-B	DATE 03-22-07	DRAWN BY K. SCHNEIDER	CHECKED BY J. SCHNEIDER	SCALE 1"=100'	DATE 03-22-07	BY DCH
PROJECT RIVER DANCE PHASE SIX-B	DATE 03-22-07	DRAWN BY K. SCHNEIDER	CHECKED BY J. SCHNEIDER	SCALE 1"=100'	DATE 03-22-07	BY DCH

PLAN # 2060



Precinct Two

RIVER DANCE Phase 6B