Travis County Commissioners Court Agenda Request

Meeting Date: December 16, 2014
Prepared By/Phone Number: Ken Gaede, AIA, 854-9894
Dept. Head: Roger A. El Khoury, M.S., P.E., Director, FMD, 854-4579
County Executive: Leroy Nellis, Acting County Executive, PBO, 854-9106
Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action regarding the License Agreement between Travis County and the City of Austin for the County to use 0.1582 acres out of the City's right-of-way within West 11th Street and San Antonio Street for the Ronald Earle Building located at 416 W. 11th Street.

BACKGROUND/SUMMARY OF REQUEST:
This License Agreement is required by the City of Austin for the Site Development Permit for the proposed construction of the Ronald Earle Building. By means of this License Agreement, the City grants the County permission to use the City's Right-of-Way adjacent to the Ronald Earle Building on 11th and San Antonio Streets for the purpose of placing and maintaining pavers, benches, bike racks, trash receptacles, trees, tree grates, irrigation system, landscape drains, and telecom service manholes.

STAFF RECOMMENDATIONS:
Facilities Management Department recommends approval of the License Agreement with the City of Austin.

ISSUES AND OPPORTUNITIES:
The Right-of-Way improvements listed above are included in the project because of the City's tree and landscape requirements, the County's utility requirements, and the project's participation in the City's Great Streets Program.

FISCAL IMPACT AND SOURCE OF FUNDING:
There is no fee or security deposit associated with this License Agreement, therefore no fiscal impact.

ATTACHMENTS/EXHIBIT:
License Agreement, including Exhibits A, B, and C

REQUIRED AUTHORIZATIONS:
Christopher Gilmore, County Attorney's Office

Government Right of Way Encroachment
License Agreement No. #LA 720-1407

The City of Austin, a home-rule municipal corporation located in Hays, Travis and Williamson Counties, State of Texas (the "**CITY**"), acting through its duly authorized agent the City Manager or designee, who for purposes of this Agreement (as hereinafter defined) is the Officer, Office of Real Estate Services, City of Austin (the "**PROPERTY MANAGER**"), and Travis County, Texas ("**LICENSEE**"), enter into this License Agreement (this "**AGREEMENT**"), effective upon final signature under the terms and conditions set forth below.

1. **Premises.** The City grants Licensee the right to use 6,891 square feet (0.1582 acres) out of the right-of-way within West 11th Street, Austin, Texas and San Antonio Street, Austin, Texas (the "**LICENSED PROPERTY**"), as shown on the attached and incorporated **Exhibit A** and **Exhibit B**, adjacent to a 20-foot wide alley crossing Block "133", and Lots 1 and 2 of said Block "133", all of the Original City of Austin, Travis County, Texas, according to a map or plat on file with the General Land Office of the State of Texas, said Lots 1 and 2 having been conveyed to Travis County, Texas, and recorded in Document No. 2012203740 of the Official Public Records of Travis County, Texas with an address of 416 West 11th Street, Austin, Texas (the "**ADJOINING PROPERTY**").

   The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. **Purpose.** The City grants Licensee permission to use the Licensed Property solely to install, repair, maintain and remove **pavers, benches, bike racks, trash receptacles, trees, tree grates, irrigation system, landscape, landscape drains, and communication service manholes**, of the size and in the method shown on the attached and incorporated **Exhibit C** (collectively, the "**IMPROVEMENTS**").

3. **Consideration.** In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is acknowledged, Licensee is not required to pay any monetary consideration. However, Licensee covenants to properly and timely maintain the Improvements.

4. **Damages and Destruction.** The parties agree the City is not obligated to restore or repair the Improvements that may be removed, altered, damaged or destroyed as a result of the City's use, maintenance, and repair of the underlying right-of-way or easement.

   If the City causes damage to or destruction of Licensee's Improvements, Licensee covenants not to sue the City, or pursue other remedies, legal or equitable, against the City to recover costs of repairing or replacing the Improvements.

   If the City's uses of the Licensed Property substantially interfere with or destroy Licensee's use of the Licensed Property, or any Improvements placed thereon or therein by Licensee, then this Agreement automatically terminates and Licensee must immediately remove its Improvements at its sole cost.

5. **Term.** This Agreement begins on the execution date and continues thereafter for so long as the Licensed Property is used solely for the purposes set out in this Agreement, subject to earlier termination as set out in this Agreement.

6. **Limits on License.** The existence of this Agreement is expressly subordinate to the present and future right of the City, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, transportation facilities, franchised public utilities, rights-of-way, roadways, sidewalks, or streets on, beneath, or above the surface of the Licensed Property (the "**FACILITIES**").

The City may enter the Licensed Property without giving notice and without incurring any obligation to Licensee and remove the Improvements or any alteration thereof. Such removal will occur only if the Property Manager deems it is necessary: (a) to exercise the City's rights or duties with respect to the Licensed Property; (b) to protect persons or property; or (c) for the public health or safety with respect to the Licensed Property.

7. **Conditions.**

A. **Repair or Relocate Existing Facilities.** Licensee must pay all costs required to repair damage to or relocate existing Facilities, which are damaged or destroyed or need to be relocated as a result of activities under this Agreement by, or on behalf of, Licensee.

B. **Covenant on Adjoining Property.** This Agreement, until its expiration or revocation, runs as a covenant on the Adjoining Property; therefore, the conditions set forth herein inure to and bind each party's successors and assigns. Licensee, and its assigns, if any, must notify any immediate successors-in-interest to the Licensed Property or Adjoining Property about the existence of this Agreement.

C. **Remove or Modify Improvements.** Licensee agrees to pay all costs required to remove or modify any Improvements now existing or to be replaced if the Property Manager determines that the Improvements need to be removed or modified. If Licensee voluntarily removes all Improvements, Licensee must provide at least thirty (30) days' written notice to the other owners of the Adjoining Property at the time, if any.

D. **Maintenance.** Licensee shall maintain the Licensed Property by keeping the area free of debris and litter on an ongoing basis. Further, Licensee must timely and properly maintain all Improvements. After any installation or repair of any Facilities is complete, Licensee must repair or replace any damaged Improvements such that pedestrian safety and accessibility within the Licensed Property, if applicable, is reestablished within forty-eight (48) hours.

E. **Security Deposits.** Licensee is not required to post a security deposit.

F. **Recording.** The City will file both this Agreement and an Affidavit of License in the applicable official public records to inform all future owners of any interest in the

Adjoining Property of the existence of this Agreement and the obligations hereunder.

8. **Insurance.** Licensee is a governmental body and does not maintain commercial general liability insurance coverage.

9. **INDEMNIFICATION. EACH PARTY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF LIABILITY FOR ITS NEGLIGENT ACTS AND OMISSIONS FOR CLAIMS, SUITS, AND CAUSES OF ACTION, INCLUDING CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, ARISING OUT OF OR CONNECTED TO THIS AGREEMENT AND AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, PROVIDED THAT THE EXECUTION OF THIS AGREEMENT WILL NOT BE DEEMED A NEGLIGENT ACT.**

10. **Termination.**

A. **Termination by Licensee.** Licensee may terminate this Agreement by delivering written notice of termination to the Property Manager not later than 30 days before the effective date of termination. Licensee shall remove all Improvements from the Licensed Property within the 30-day notice period at its sole cost and expense. Failure to do so constitutes a breach of this Agreement and authorizes the Property Manager to notify Licensee of the cost of such removal and disposal and Licensee shall pay such costs within 30 days of such notice. The Property Manager may file a lien against the Adjacent Property and the cost of such removal and disposal if the Licensee fails to timely pay these costs. Additionally, in such an event, the Property Manager may draw down the Security Deposit, if any.

B. **Termination by City.** Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the Property Manager if:

1. The Improvements, or a portion of them, interfere with the City's right-of-way;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite forty-eight (48) hours written notice to Licensee, maintenance or alteration to the Improvements necessary to alleviate a danger to the public has not been made; or
5. City provides ninety-one (91) days' prior written notice of such termination for any reason.

C. **Termination by Abandonment.** If Licensee abandons or fails to maintain the Licensed Property, and the Property Manager receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all Improvements. Licensee covenants to pay the City's

actual expenses incurred in connection therewith within 30 days after being billed therefor. All of Licensee's Improvements not removed are deemed property of the City when abandoned by Licensee.

11. **Eminent Domain.** If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected Improvements thereon, at Licensee's sole expense. Licensee may retain all monies paid by the condemning authority for Licensee's Improvements taken, if any.

12. **Venue.** Venue for all lawsuits concerning this Agreement must be in the State District courts of Austin, Travis County, Texas.

13. **Assignment.** Licensee shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the Property Manager. Such consent shall not be unreasonably withheld, subject to the assignee's compliance with the insurance requirements set forth herein, if any and the assignee's promise to comply with all covenants and obligations herein. Licensee shall provide the Property Manager a copy of any such proposed assignment or transfer of any of Licensee's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer.

14. **Notice.** Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. Notice must be sent as follows:

<u>If to City:</u>
Office of Real Estate Services
505 Barton Springs Rd., Suite 1350
Austin, TX 78704
Phone: 512-974-7090
Fax: 512-974-7088

<u>If to Licensee:</u>
Travis County (TC) Facilities Management Department
P.O. Box 1748
Austin, TX 78767
Phone: 512-854-9661
Fax: 512-854-2221

Terms and Conditions Accepted on _____, 20__.

CITY OF AUSTIN, a Texas home rule municipal corporation

Approved as to Form:

_____
Assistant City Attorney

By:_____
Lauraine Rizer, Officer
Office of Real Estate Services

LICENSEE:
Travis County, Texas

By: _____
Samuel T. Biscoe, Travis County Judge

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2014, by Lauraine Rizer, Officer, Office of Real Estate Services, City of Austin, a Texas municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2014, by Samuel T. Briscoe, County Judge of Travis County, Texas, on behalf of said county.

_____
Notary Public, State of Texas

F# LA 720-1407

EXHIBIT "A"

(License Agreement)
San Antonio Street and West 11th Street
Adjacent to Block "133", Original City of Austin

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1582 ACRE (6,891 SQUARE FEET), BEING A PORTION OF THE RIGHT-OF-WAY OF WEST 11TH STREET (80' RIGHT-OF-WAY), ORIGINALLY PLATTED AS MESQUITE STREET, AND BEING A PORTION OF SAN ANTONIO STREET (80' RIGHT-OF-WAY), BOTH ACCORDING TO A MAP OR PLAT ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, SAID RIGHT-OF-WAY BEING ADJACENT TO A 20'-WIDE ALLEY CROSSING BLOCK "133", AND LOTS 1 AND 2 OF SAID BLOCK "133", ALL OF THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO A MAP OR PLAT ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, SAID LOTS 1 AND 2 HAVING BEEN CONVEYED TO TRAVIS COUNTY, TEXAS, AND RECORDED IN DOCUMENT #2012203740 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 0.1582 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000064545270):

BEGINNING, at a mag nail with "Ward-5811" washer set in the north right-of-way line of said West 11th Street, and being the common south corner of Lots 2 and 3 of said Block "133", and being the southwest corner of the called west 50 feet of the south one-half of Lot 3, Block "133", conveyed to the Texas Congress of Parents and Teachers, recorded in Volume 560, Page 3 of the Deed Records of Travis County, Texas (D.R.T.C.T.), for a southeast corner and **POINT OF BEGINNING** hereof, from which a 60D nail found in a Pecan tree in the north right-of-way line of said West 11th Street, and being at the southeast corner of said Texas Parents and Teachers tract, and being at the southwest corner of the called south one-half of Lot 4 and the east 19 feet of the south half of Lot 3 (described as Tract 1), both of said Block "133", conveyed to 1100 Guadalupe, Ltd., and recorded in Document #2005192919 (O.P.R.T.C.T.), and being in the south line of said Lot 3 bears, S73°20'54"E, a distance of 50.08 feet;

THENCE, over and across said West 11th Street and said San Antonio Street, the following six (6) courses and distances:

1) **S16°39'06"W**, a distance of **18.00** feet to a calculated point for a southeast corner hereof, from which a City of Austin centerline monument found at the intersection of the centerline of West 11th Street with the centerline of Lavaca Street bears, S16°39'06"W, a distance of 22.00 feet, and S73°20'54"E, a distance of 545.63 feet;
2) **N73°20'54"W**, a distance of **140.85** feet to a calculated point for a point of curvature hereof;
3) **35.27** feet along the arc of a curve to the right, having a radius of **22.50** feet, and whose chord bears **N28°26'21"W**, a distance of **31.77** feet to a calculated point for a point of tangency hereof,
4) **N16°28'12"E**, a distance of **146.18** feet to a calculated point for a point of curvature hereof,
5) **20.73** feet along the arc of a curve to the right, having a radius of **13.20** feet, and whose chord bears **N61°28'12"E**, a distance of **18.67** feet to a calculated point for a point of tangency hereof, and
6) **S73°31'48"E**, a distance of **11.80** feet to a calculated point for a northwest corner hereof;

F# LA 720-1407

THENCE, in part with the western terminus of the right-of-way line of said 20'-wide alley, in part with the west line of said Lot 1, and with the east right-of-way line said San Antonio Street, **S16°28'12"W**, passing at a distance of 3.89 feet, a mag nail with "Ward-5811" washer set at the northwest corner of said Lot 1, and being at the southwest terminus of the right-of-way of said Alley, from which mag nail set, a City of Austin centerline monument found at the intersection of the centerline of West 13th Street with the centerline of San Antonio Street bears, N73°31'48"W, a distance of 40.00 feet, and N16°28'12"E, a distance of 683.00 feet, and continuing for a total distance of **163.89** feet to a mag nail with "Ward-5811" washer set for an interior ell-corner hereof, and being the intersection of the north right-of-way line of said West 11th Street with the east right-of-way line of said San Antonio Street, and being the southwest corner of said Lot 1;

THENCE, with the north right-of-way line of said West 11th Street, and with the south lines of said Lots 1 and 2, **S73°20'54"E**, a distance of **138.33** feet to the **POINT OF BEGINNING** and containing 0.1582 Acre (6,891 Square Feet) of land.

8-26-14

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

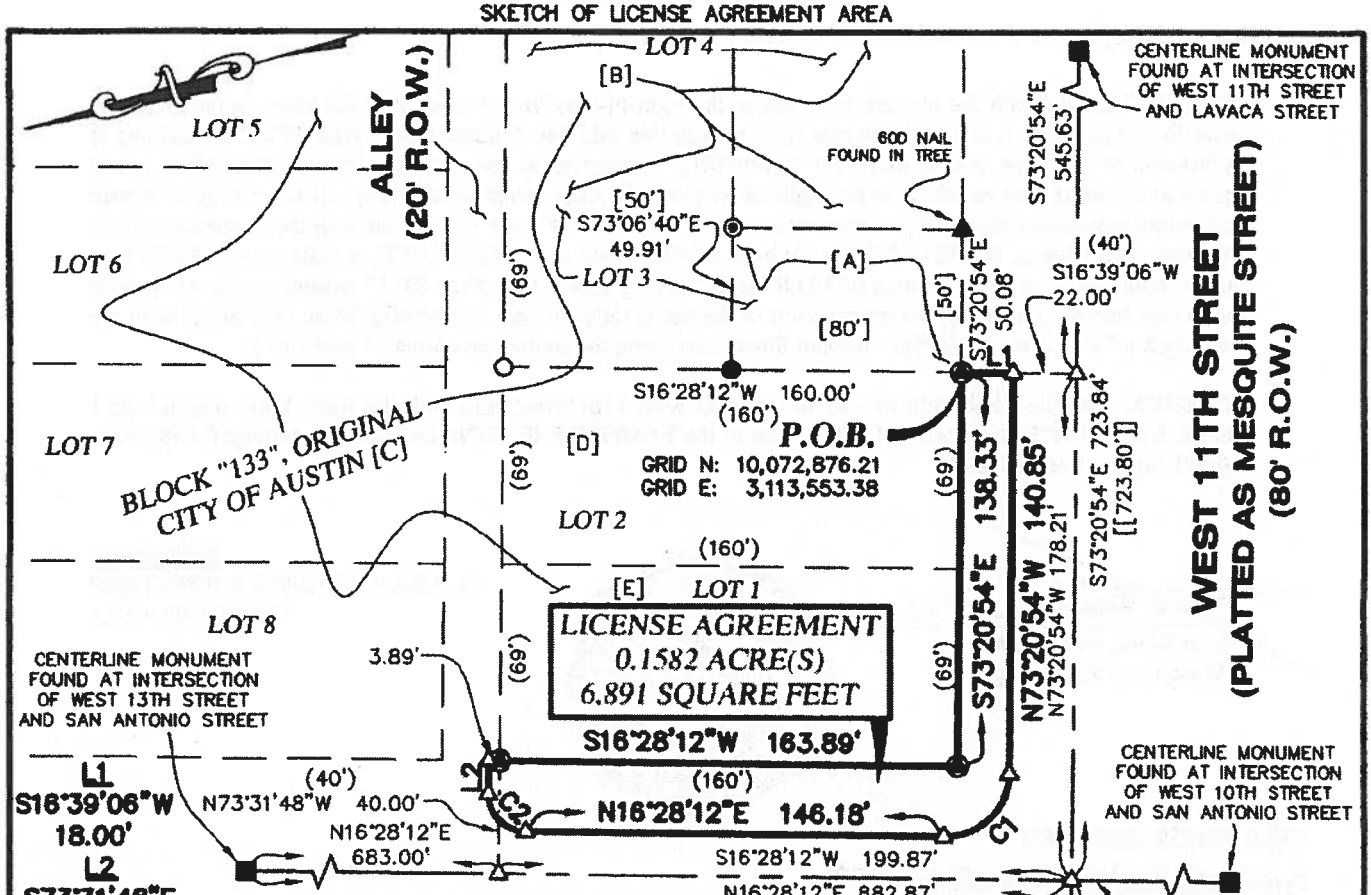
STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

References:
TCAD # 0208010908 & 0208010909
COA GRID # J-23

FIELD NOTES REVIEWED
By: Jack Dalrial Date 09-03-2014

Engineering Support Section
Department of Public Works
and Transportation

EXHIBIT "B"
SKETCH OF LICENSE AGREEMENT AREA



OWNERSHIP INFORMATION:

[A] CALLED THE WEST 50' OF THE SOUTH ONE HALF OF LOT 3, THE TEXAS CONGRESS OF PARENTS AND TEACHERS, VOL. 560, PG. 3 (D.R.T.C.T.)

[B] TRACT 1 CALLED THE SOUTH ONE HALF OF LOT 4 AND THE EAST 19' OF THE SOUTH HALF OF LOT 3
TRACT 2 CALLED THE NORTH ONE HALF OF LOTS 3 & 4, 1100 GUADALUPE, LTD, DOC. # 2005192919 (O.P.R.T.C.T.)

[C] FROM THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY TEXAS, MAP OR PLAT ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS

[D] LOT 2, BLOCK NO. 133, TRAVIS COUNTY, TEXAS, DOC. #2012203740 (O.P.R.T.C.T.)

[E] LOT 1, BLOCK NO. 133, TRAVIS COUNTY, TEXAS, DOC. #2012203740 (O.P.R.T.C.T.)

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000064545270. GRID COORDINATES SHOWN HEREON WERE DERIVED FROM THE TEXAS COOPERATIVE NETWORK ON AUGUST 9, 2012.

LEGEND

	LICENSE AGREEMENT LINE
	EXISTING PROPERTY LINES
●	1/2" IRON ROD FOUND
◉	1" IRON PIPE FOUND
△	CALCULATED POINT
▲	MAG NAIL FOUND (UNLESS NOTED)
■	1/8" STEEL ROD IN CONCRETE VALVE BOX FOUND
○	1/2" IRON ROD WITH "WARD 5811" CAP SET
●	MAG NAIL WITH "WARD 5811" WASHER SET
DOC. #	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
VOL., PG.	VOLUME, PAGE
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER MAP OR PLAT ON FILE AT GLO
[.....]	RECORD INFORMATION PER VOL. 560 PG. 3
{[.....]}	RECORD INFORMATION FROM CITY OF AUSTIN SURVEY DEPARTMENT CENTERLINE STRIP MAPS

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

0.1852 ACRE
LICENSE AGREEMENT
City of Austin
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
www.4Wardls.com (512) 554-3371

Date:	8/26/2014
Project:	00179
Scale:	1" = 60'
Reviewer:	JSW
Tech:	SMD
Field Crew:	CR/JL
Survey Date:	08/09/12
Sheet:	1 OF 1

P:\00179\Dwg\00179_LA.dwg

SITE DEVELOPMENT PERMIT FOR TRAVIS COUNTY DA OFFICE

SITE PLAN NO. SP-2014-0088C
PSP Project No. 113037

SUBMITTAL DATE MARCH 07, 2014

GENERAL NOTES AND SIGNATURES:

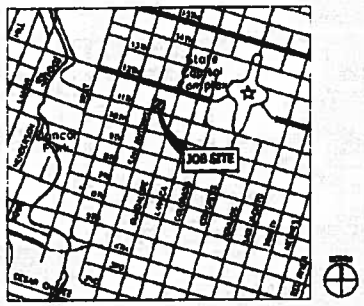
PROPERTY OWNER:

PROPERTY DEVELOPER:

LANDSCAPE ARCHITECT:

DESIGN ARCHITECT:

CIVIL ENGINEER:



416 WEST 11TH STREET PROJECT LOCATION MAP

REVISION / CORRECTIONS

NO.	DESCRIPTION	REVISED PG NO. OR SHEET NO.	TOTAL NO. OF SHEETS IN PLAN SET	SITE DEVELOPMENT SIGNATURE COVER	NOT CHANGE SITE DEVELOPMENT SIGNATURE COVER	NOTE TO SITE DEVELOPMENT SIGNATURE COVER	APPROVED BY	DATE SIGNED

ADMINISTRATIVE EXPIRATION DATE AUG 07 2017

TRAVIS COUNTY
FACILITIES MANAGEMENT DEPARTMENT

Page/

TRAVIS COUNTY
District Attorney
Office Building
416 W. 11th STREET
Austin, Texas

GENERAL
COVER SHEET

C-000

SP-2014-0088C

Exhibit C Pg. 1 of 20

Exhibit C Pg. 2 of 20

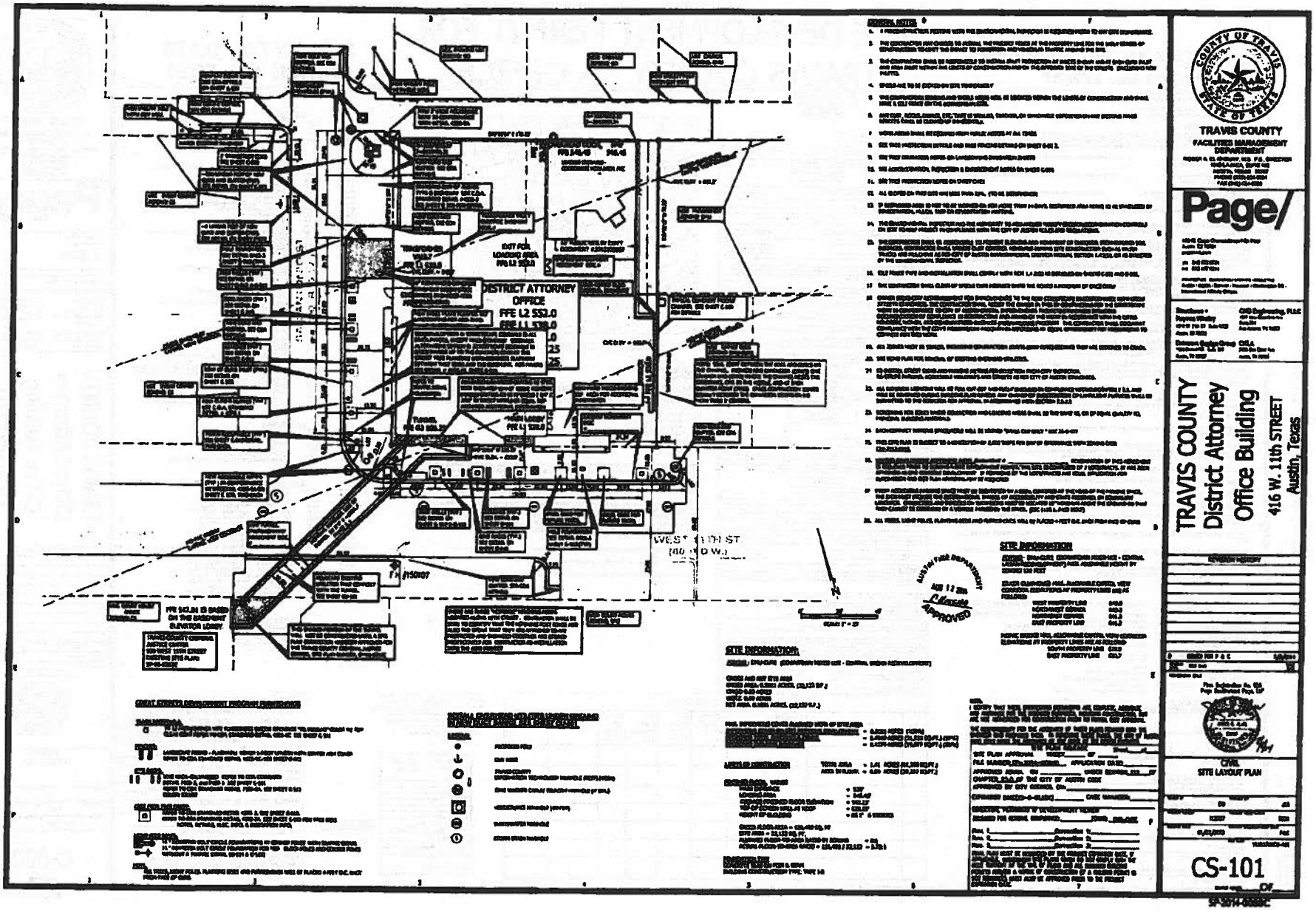


Exhibit C Pg. 3 of 20

GENERAL NOTES

CIVIL NOTES

LEGEND

REQUIREMENTS FOR CONTRACTOR WORK IN THE RIGHT OF WAY

GENERAL NOTES

PATCHING - RESTORATION OF ASPHALT PAVEMENT/ CONCRETE PAVEMENT/CURBS AND OR GUTTER WORK) LOCATED IN THE RIGHT OF WAY. REFERENCE DETAILS 1 0000-SERIES ON SHEETS C-507 & C-508

TRAVIS COUNTY CRIMINAL JUSTICE CENTER SEE NEXT 11TH STREET EXISTING SITE PLAN. SP-84-0406

SCALE: 1" = 10'

NOTE:
I CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

THE RESPONSIBILITY FOR THE ACCURACY OF THESE PLANS REMAINS WITH THE ENGINEER THAT PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF AUSTIN MAY RELY UPON THE ACCURACY OF THE WORK OF THE SEALED ENGINEER.

SITE PLAN APPROVAL
SITE PLAN RELEASE
FILE NUMBER SP-2012-0086C APPLICATION DATE
APPROVED ADMIN ON UNDER SECTION 112 OF CHAPTER 25-5 OF THE CITY OF AUSTIN CODE
APPROVED BY CITY COUNCIL ON
EXPIRATION DATE(S)-5-YR LDC CASE MANAGER
DIRECTOR, DEVELOPMENT REVIEW
RELEASED FOR GENERAL COMPLIANCE

Rev. 1 Correction 1:
Rev. 2 Correction 2:
Rev. 3 Correction 3:

FINAL PLAN MUST BE RECORDED BY THE PROJECT EXPIRATION DATE, IF APPLICABLE. SUBMISSION SITE PLANS WHICH DO NOT COMPLY WITH THE CODE CURRENT AT THE TIME OF FILING AND ALL REQUIRED BUILDING PERMITS AND/OR A NOTICE OF COMMENCEMENT (I.E. A BUILDING PERMIT IS NOT REQUIRED) MUST ALSO BE APPROVED PRIOR TO THE PROJECT EXPIRATION DATE.

COUNTY OF TRAVIS STATE OF TEXAS

TRAVIS COUNTY
FACILITIES MANAGEMENT DEPARTMENT
ROGER A. EL GHAZZY III, P.E., DIRECTOR
700 LAVACA, SUITE 400
AUSTIN, TX 78701
PHONE (512) 854-9661
FAX (512) 854-4232

Page/

Architect: Page Southerland Page, LLP
Structural Engineer: Raymond Whitney
Mechanical Engineer: CMS Engineering, PLLC
Electrical Engineer: Schnoor Design Group
Civil Engineer: CMJA

TRAVIS COUNTY District Attorney Office Building

416 W. 11th STREET
Austin, Texas

REVISION HISTORY

0 ISSUED FOR P & C 3/8/2013

Page Southerland Page, LLP
Texas Registration No. 450
Daniel S. Allen
Date 3/8/2013

CIVIL
SITE PAVING PLAN

DR JCA
CK JCA
DATE 03/07/2013
PROJECT NO. 1123.00

CP-101

SP-2014-0086C

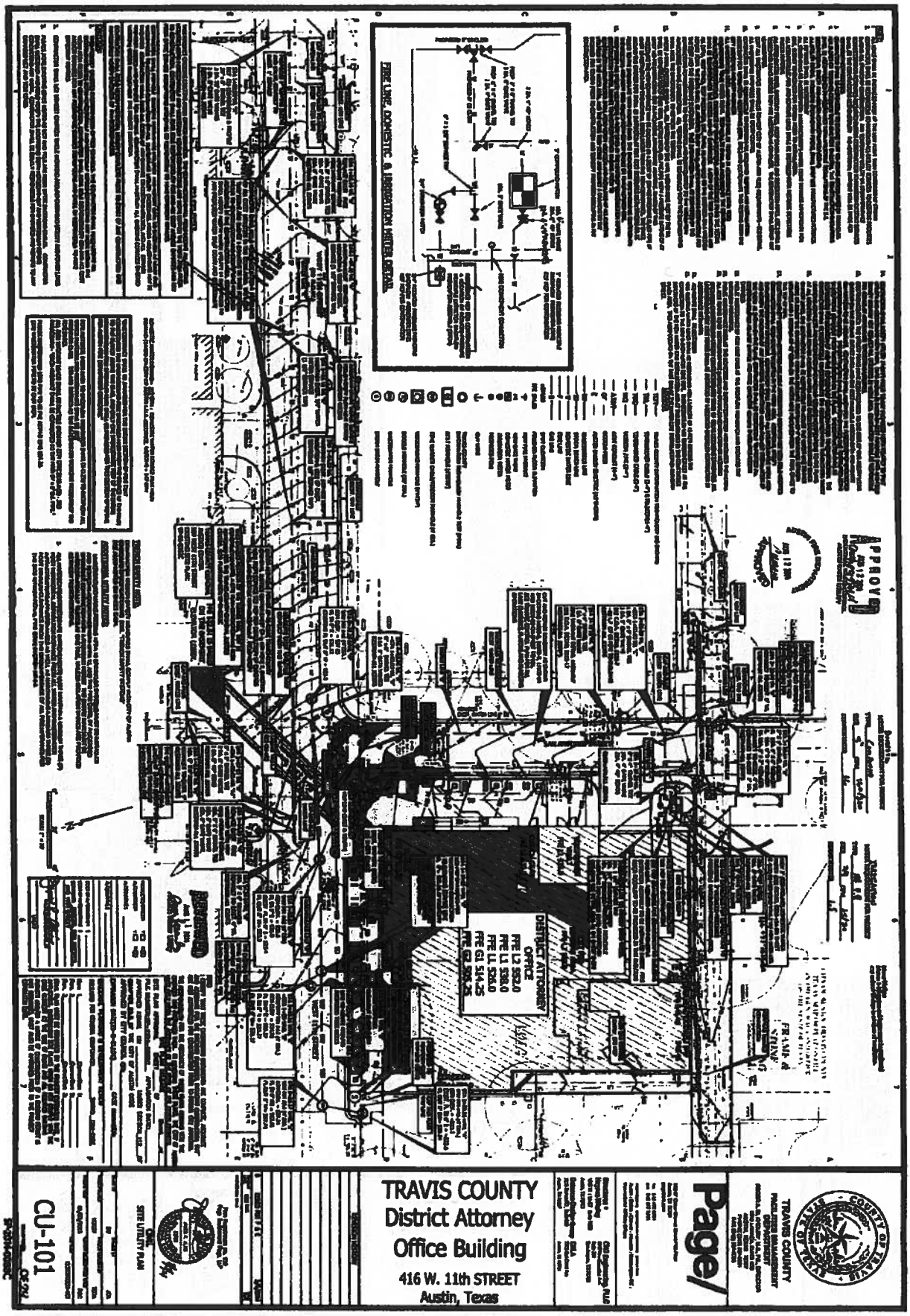
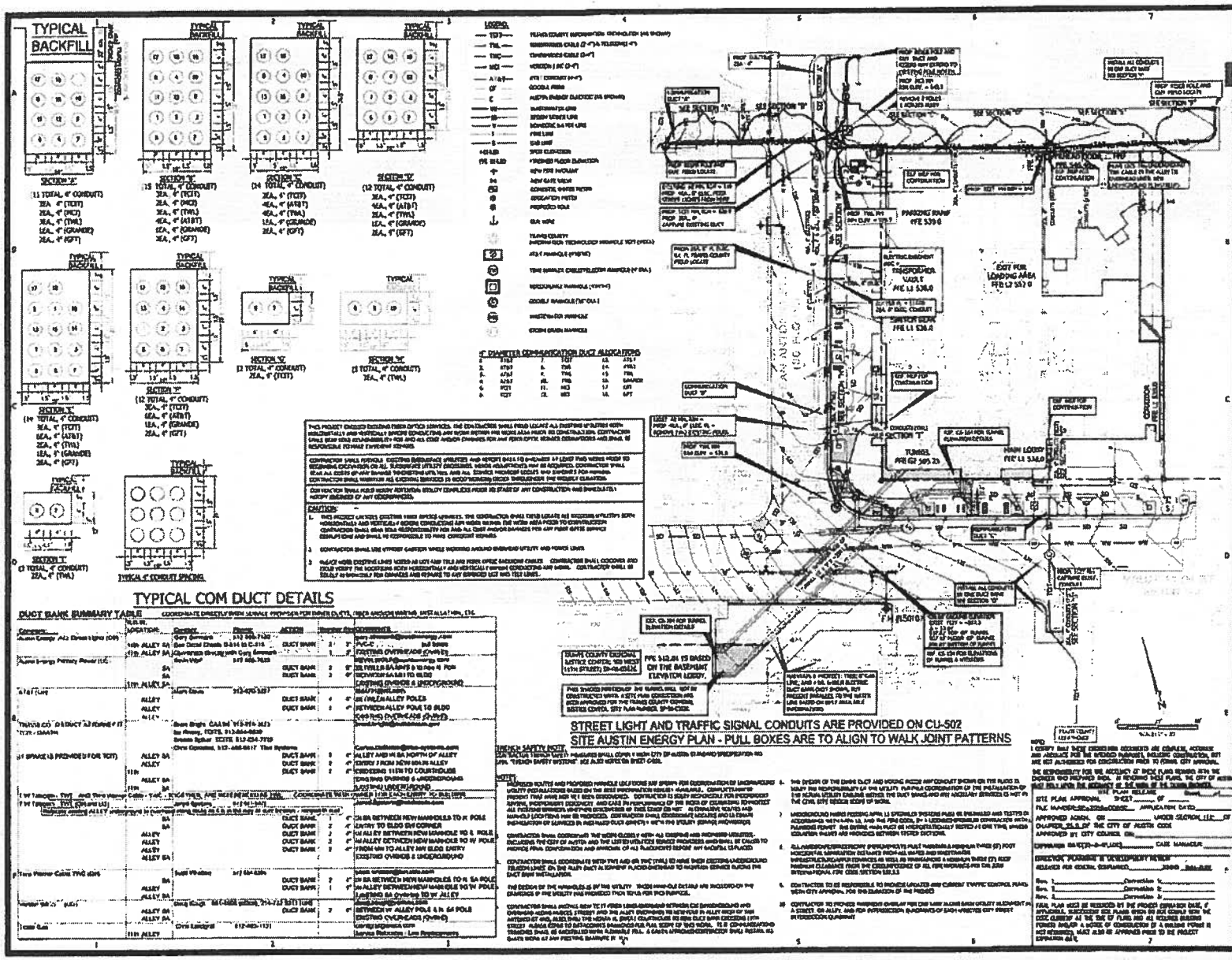
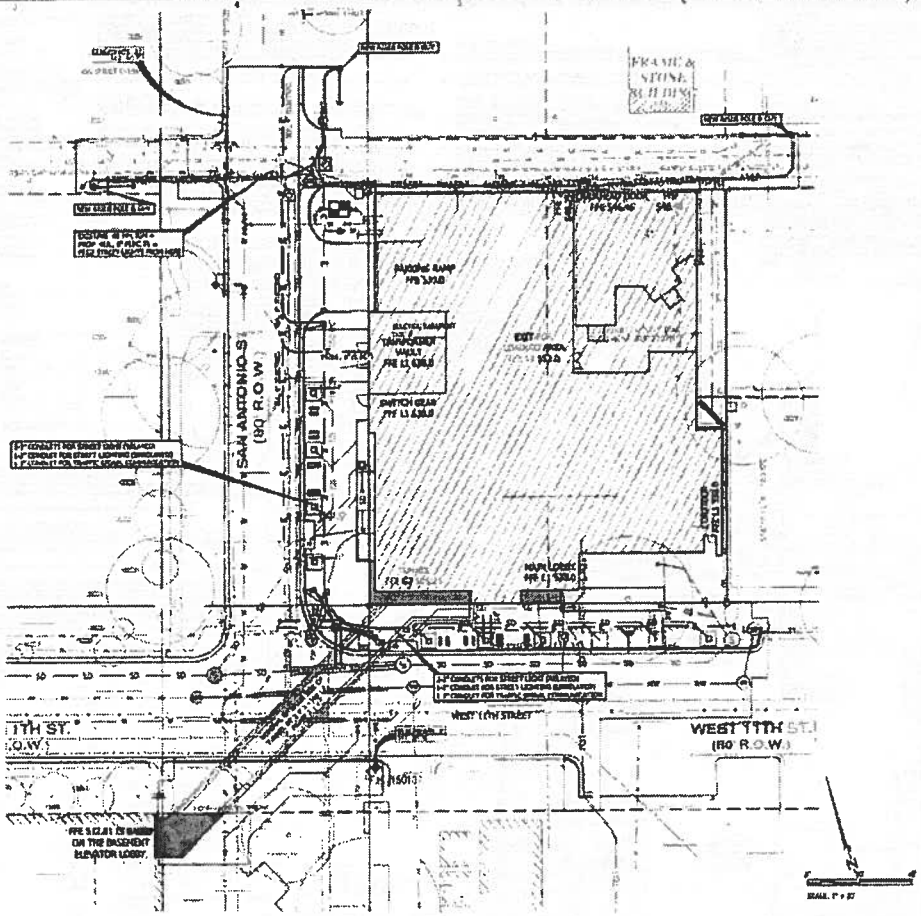

TRAVIS COUNTY
District Attorney
Office Building
416 W. 11th STREET
Austin, Texas
CU-101
Page/
DISTRICT ATTORNEY
OFFICE
APPROVED

Exhibit C Pg. 5 of 20



REFERENCE SHEET C-516 FOR STREET LIGHT AND TRAFFIC SIGNAL CONDUITS FOR TYPICAL GREAT STREET INFORMATION. REFERENCE AUSTIN ENERGY FOR CONSTRUCTION DRAWINGS FOR COMMUNICATION UNDERGROUND CONDUIT REFERENCE SHEET CU-501



THIS PROJECT CROSSES EXISTING FIBER OPTICS SERVICES. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY BEFORE CONDUCTING ANY WORK WITHIN THE WORK AREA PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BEAR SOLE RESPONSIBILITY FOR AND ALL COSTS AND/OR DAMAGES FOR ANY FIBER OPTIC SERVICE DISRUPTIONS AND SHALL BE RESPONSIBLE TO MAKE EXPEDIENT REPAIRS.

CONTRACTOR SHALL REPAIR DAMAGED INSULATION MATERIALS AND WHICH DAMAGE TO ENGINEER AT LEAST TWO WEEKS PRIOR TO INITIATING WORK FROM ON ALL INSULATION UTILITY LOCATIONS. FIBER ASSEMBLIES MUST BE INSULATED. CONTRACTOR SHALL BEAR ALL COSTS OF APPROVED NO DISTURBANCE TYPE AREA AND DAMAGED PROPERTY REPAIRS AND EXPENSES FOR REPAIRS. CONTRACTOR SHALL MAINTAIN ALL EXISTING SERVICES TO CROSS WORKING AREA THROUGHOUT THE ENTIRE DURATION.

CONTRACTOR SHALL FIELD VERIFY FOR INITIAL UTILITY CONFLICTS PRIOR TO START OF ANY CONSTRUCTION AND INVOLVE THE ENTITY RESPONSIBLE FOR ANY DISCREPANCIES.

CAUTION

1. THIS PROJECT CROSSES EXISTING FIBER OPTICS SERVICES. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY BEFORE CONDUCTING ANY WORK WITHIN THE WORK AREA PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BEAR SOLE RESPONSIBILITY FOR AND ALL COST AND/OR DAMAGES, FOR ANY FIBER OPTIC SERVICE DISRUPTIONS AND SHALL BE RESPONSIBLE TO MAKE EXPEDIENT REPAIRS.
2. CONTRACTOR SHALL NOT WITHOUT CAUTION WHILE WORKING AROUND OVERHEAD UTILITY AND POWER LINES.
3. PLEASE NOTE EXISTING LINES NOTED AS VIST AND TELE ARE FIBER OPTIC SERVICE CABLES. CONTRACTOR SHALL DETERMINE AND FIELD VERIFY THE LOCATIONS BOTH HORIZONTALLY AND VERTICALLY BEFORE CONDUCTING ANY WORK. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DAMAGES AND REPAIRS TO ANY DAMAGED UTILITY AND TELE LINES.

TRENCH SAFETY NOTE
CITY SERVICE TRENCH SAFETY REQUIREMENTS SHALL COMPLY WITH CITY OF AUSTIN STANDARD SPECIFICATION NO. 1000, "TRENCH SAFETY SYSTEMS"
SEE ALSO NOTES ON SHEET C-501.

NOTES:

1. PROPOSED SOURCE AND PROPOSED MANHOLE LOCATIONS ARE SHOWN FOR COORDINATION OF UNDERGROUND UTILITY INSTALLATIONS BASED ON THE BEST INFORMATION CURRENTLY AVAILABLE. COMPLETE AND AS PRESENT MAY HAVE NOT YET BEEN LOCATED. CONTRACTOR IS SOLELY RESPONSIBLE FOR INDEPENDENT REVIEW, INDEPENDENT ASSESSMENT, AND CARE IN PERFORMANCE OF THE WORK OF EXCAVATING TO PROTECT ALL EXISTING SERVICES WHETHER DESCRIBED AS THE SPACE ON THE ALTERNATIVE ROUTE AND MANHOLE LOCATIONS MAY BE PROPOSED. CONTRACTOR SHALL DETERMINE MEANS AND METHODS INSTALLATION OF SERVICE IN INSTALLED DUCT BANKS WITH THE UTILITY SERVICE PROVIDERS.
2. CONTRACTOR SHALL COORDINATE THE WORK CLOSELY WITH ALL EXISTING AND PROPOSED UTILITIES, INCLUDING THE CITY OF AUSTIN AND THE LICENSE-RELATED SURFACE PROPOSALS AND SHALL BE CALLED TO PROVIDE FINAL CONFIRMATION AND APPROVAL OF ALL PLACEMENTS BEFORE ANY SERVICE IS PLACED.
3. CONTRACTOR SHALL COORDINATE WITH THE AND OR THE (TRAL) TO MAKE SURE EXISTING UNDERGROUND TELEPHONE LINES ON THE ALLEY DUCT ALIGNMENT PLACED OVERHEAD TO MAINTAIN SERVICE DURING THE DUCT BANK INSTALLATION.
4. THE DESIGN OF THE MANHOLES IS BY THE UTILITY. THESE MANHOLE DETAILS ARE INCLUDED ON THE DRAWINGS BY THE UTILITY AND PROVIDED HERE TO FIT THE PROJECT.
5. THE DESIGN OF THE DUCT BANK SHOWN HERE ARE CONCEPT SHOWN ON THE PLANS IS SOLELY THE RESPONSIBILITY OF THE UTILITY. FURTHER COORDINATION OF THE BEST LOCATION OF THE ACTUAL UTILITY CABLING WITH ON THE DUCT BANKS AND ANY ANCILLARY SERVICES IS NOT IN THE CIVIL SITE DESIGN SCOPE OF WORK.
6. UNDERGROUND PIPES PASSING WITH 10 OVERHEAD STRUCTURES MUST BE CERTIFIED AND TESTED IN ACCORDANCE WITH NFPA 13, AND THE FIRE CODE, BY A LICENSED PROFESSIONAL CONTRACTOR WITH A PLUMBING PERMIT. THE DEFICIENCY MUST BE APPROVED/CORRECTED TESTED AT ONE FINAL SPRINKLER INSPECTION WHEN ARE PERMITTED BETWEEN TESTED SECTIONS.
7. ALL WATERLINE CONSTRUCTION IMPROVEMENTS MUST MAINTAIN A MINIMUM THREE (3') FOOT HORIZONTAL SEPARATION DISTANCE FROM ALL WATER AND WASTEWATER INFRASTRUCTURE/FACILITIES/LINES AS WELL AS MAINTAINING A MINIMUM THREE (3') FOOT VERTICAL CLEARANCE FROM THE CONVERGENCE OF ALL FIRE HYDRANTS PER THE NON-DISCRIMINATORY FIRE CODE SECTION 507.5.1.
8. CONTRACTOR TO BE RESPONSIBLE TO PROVIDE UPDATED AND CURRENT TRAFFIC CONTROL PLANS WITH CITY APPROVAL FOR THE DURATION OF THE PROJECT.
9. CONTRACTOR TO PROVIDE PROJECT CHECKLIST FOR ONE LINE MAPS WHEN UTILITY ALIGNMENT IS IN A STREET, OR ALLEY, AND FOR INTERSECTION ALIGNMENT OF EACH AFFECTED CITY LIGHT INTERSECTION EQUIPMENT.

NOTE:
CITY WILL MAKE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, BUILDING CONSTRUCTION, BUT ARE NOT REVIEWED FOR CONSTRUCTION PRIOR TO FINAL CITY APPROVAL.

WE RESPONSIBLE FOR THE ACCURACY OF THESE PLANS DURING THE THE ENGINEER THE REVIEWED THEM. IF ERRORS HAVE BEEN MADE, THE CITY OF AUSTIN WILL ALL ERRORS BE CORRECTED AT THE COST OF THE ENGINEER.

SITE PLAN RELEASE
SITE PLAN APPROVAL: DATE: _____
FILE NUMBER: SP-2014-0088C APPLICATION DATE: _____
APPROVED ADMIN. ON _____ UNDER SECTION 112 OF CHAPTER 25-5 OF THE CITY OF AUSTIN CODE
APPROVED BY CITY COUNCIL ON: _____
EXPIRATION DATE: 6-9-2017 CASE MANAGER: _____
DIRECTOR, PLANNING & DEVELOPMENT REVIEW
RELEASED FOR GENERAL COMPLIANCE: _____ DONNA BIRKHOLZ
Rev. 1 _____ Correction 1: _____
Rev. 2 _____ Correction 2: _____
Rev. 3 _____ Correction 3: _____
FINAL PLAN MUST BE REVISED ON THE PROJECT COMPLIANCE BOARD, IF APPLICABLE, SUBSEQUENT SITE PLANS WHICH DO NOT COMPLY WITH THE BASE CONDITIONS AT THE TIME OF PLAN AND ALL REQUIRED BUILDING PERMITS AND/OR A NOTICE OF CONSTRUCTION OF A BUILDING PERMIT IS NOT SUFFICIENT, MUST ALSO BE APPROVED PRIOR TO THE PROJECT EXPIRATION DATE.

7

COUNTY OF TRAVIS STATE OF TEXAS

TRAVIS COUNTY
FACILITIES MANAGEMENT DEPARTMENT
ROGER A. EL KHOURY, M.S., P.E., DIRECTOR
700 LAVACA, SUITE 900
AUSTIN, TEXAS 78701
PHONE (512) 854-9661
FAX (512) 854-4535

Page/
416 W. Ninth Street, Fifth Floor
Austin, TX 78701
www.page.net
Tel 512 473 8775
Fax 512 473 8776
Austin | Dallas | Houston | Washington DC
Independence Offices Offices

Structural + Physical Integrity
1777 N. 10th ST. Suite 100
Austin TX 78703

CAG Engineering, PLLC
100 East Sandoval Ave
Suite 201
San Antonio, TX 78212

Delaney Design Group CCSA
2525 Wallis St. Suite 200
Austin, TX 78705

CCSA
400 Oak Grove Ave
Austin, TX 78704

TRAVIS COUNTY
District Attorney
Office Building
416 W. 11th STREET
Austin, Texas

REVISION HISTORY

6	ISSUED FOR P & C	1/4/2014
5		
4		
3		
2		
1		

Page Southerland Page, LLP
JACK C. ALLEN
STATE OF TEXAS
44

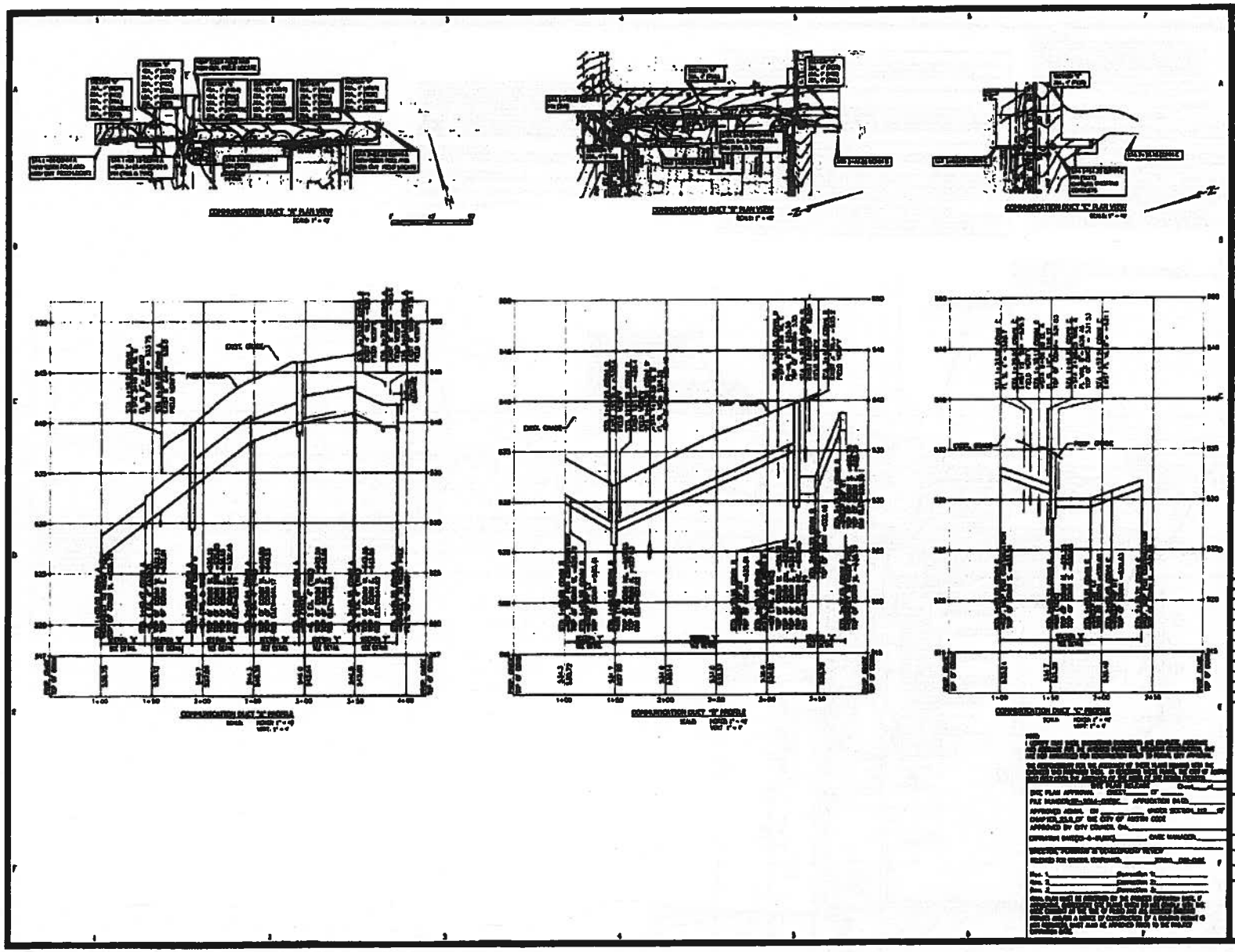
CIVIL
SITE AUSTIN ENERGY PLAN

DRAWN BY	CHECKED BY	JCA
PROJECT MANAGER	PROJECT ENGINEER	DDA
11.08.13		
01/01/2013		

CU-502

SHEET NO. ____ OF 24

SP-2014-0088C


TRAVIS COUNTY
FACILITIES MANAGEMENT DEPARTMENT
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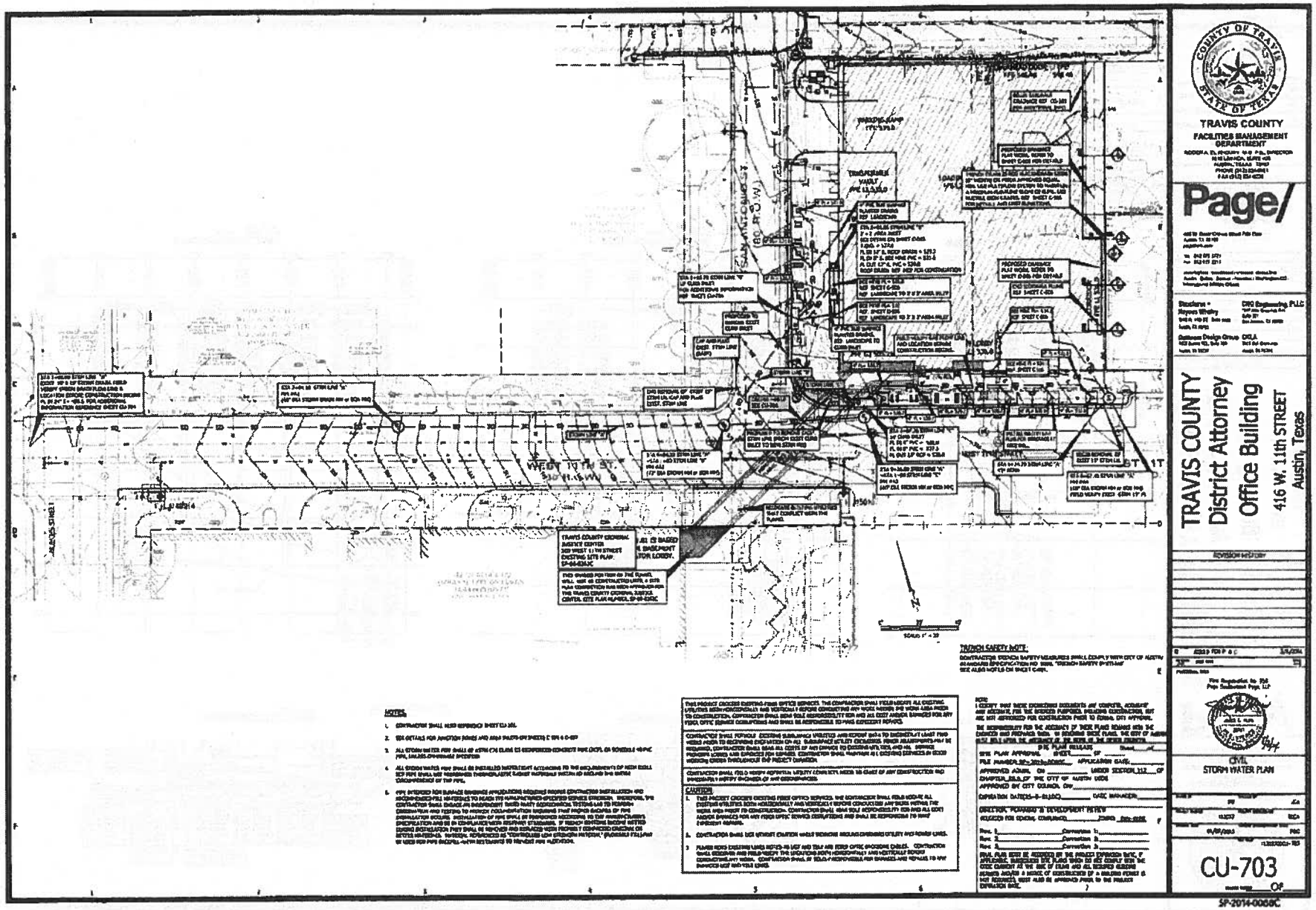
Austin, Texas
CIVIL
COMMUNICATION "A", "B" & "C"
PLAN & PROFILE
CU-503
SP-2014-0088C


TRAVIS COUNTY
FACILITIES MANAGEMENT DEPARTMENT
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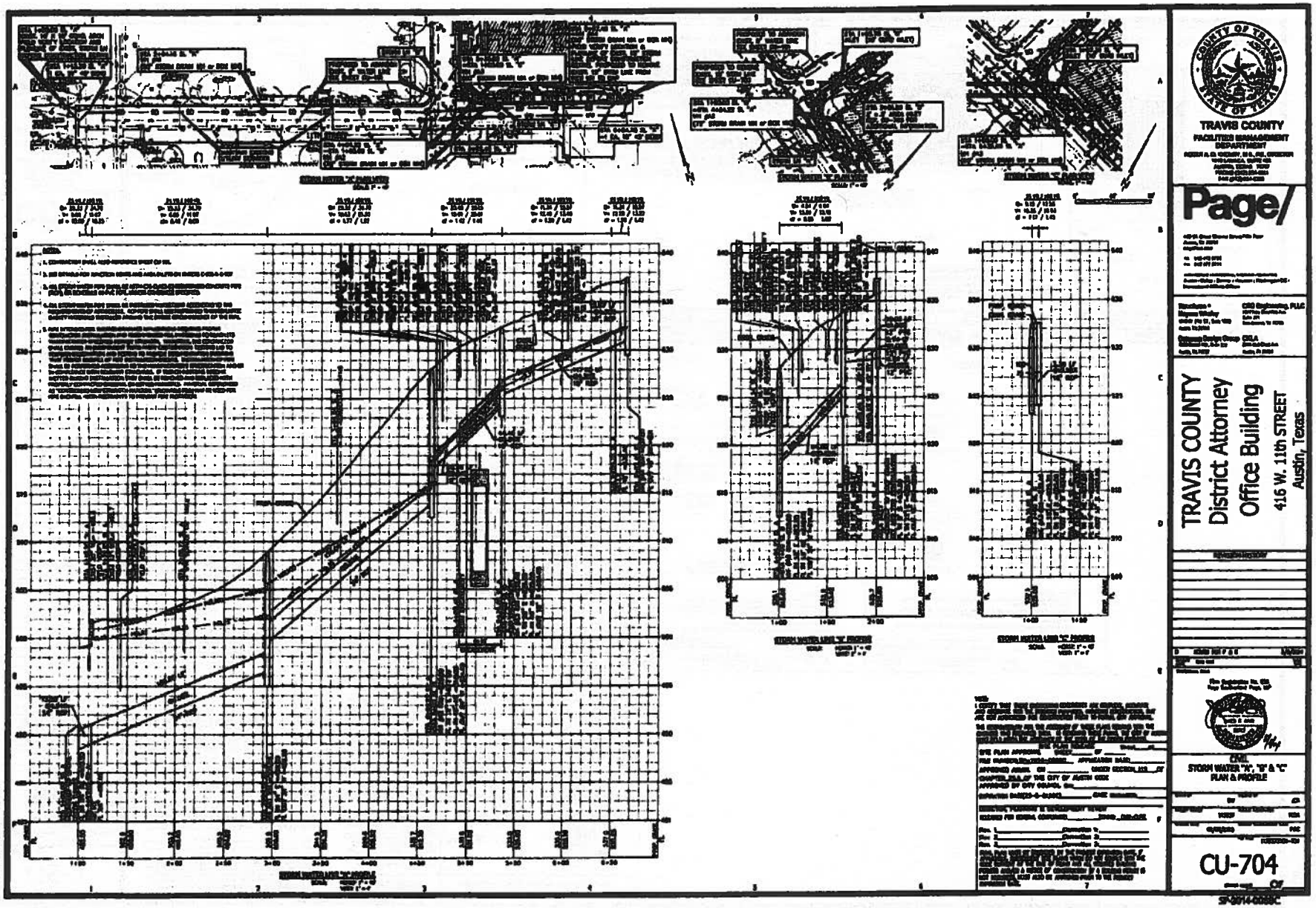
416 W. 11th STREET
Austin, Texas
CIVIL
STORM WATER PLAN
CU-703
WEST 11TH ST.
SAN JACINTO ST.
ALLEY
TRENCH SAFETY NOTE:
NOTES:
CAUTIONS:
SP-2014-0006C


TRAVIS COUNTY
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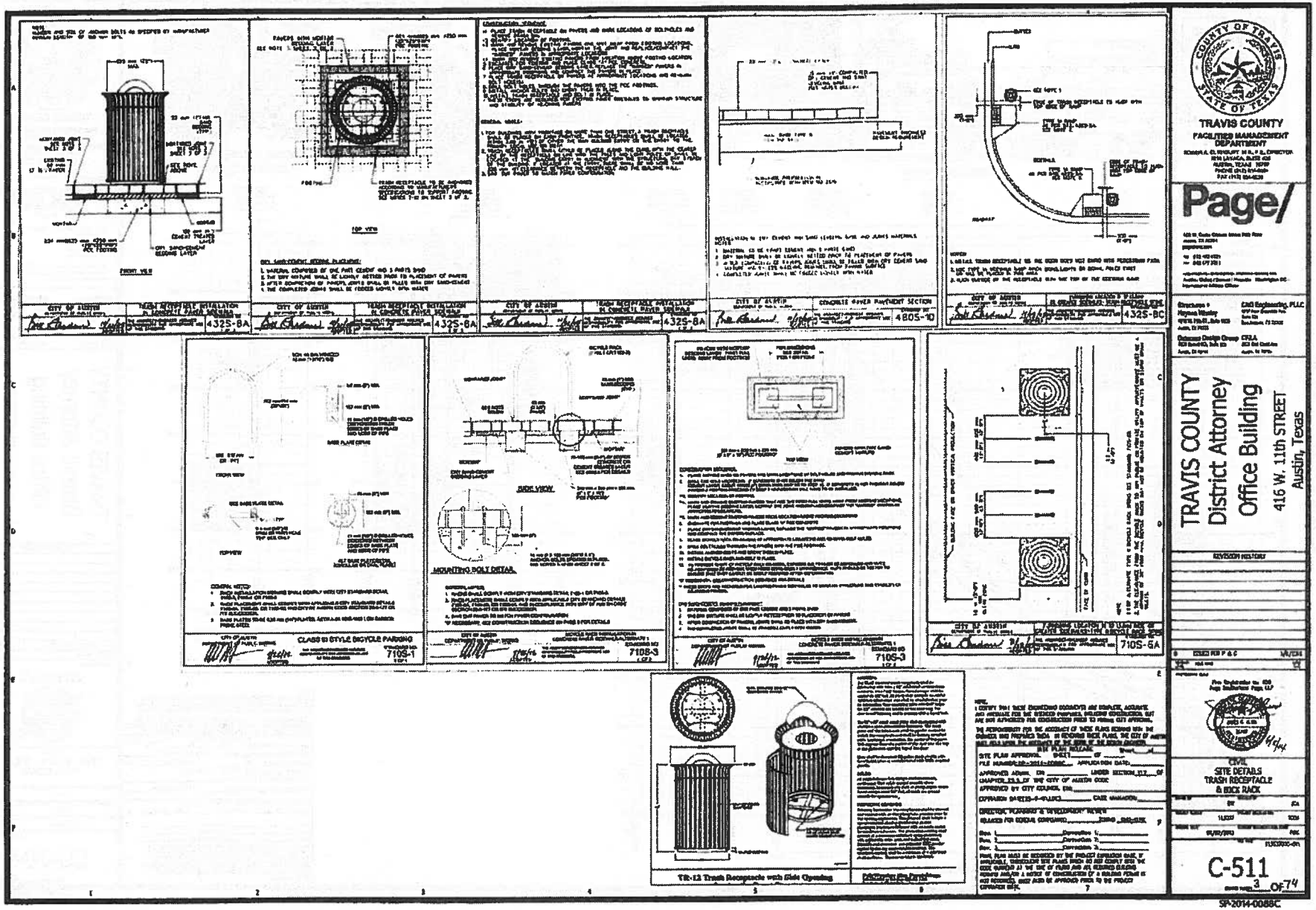
Austin, Texas
CIVIL
STORM WATER "A", "B" & "C"
PLAN & PROFILE
CU-704


TRAVIS COUNTY
FACILITIES MANAGEMENT DEPARTMENT
Page/
TRAVIS COUNTY
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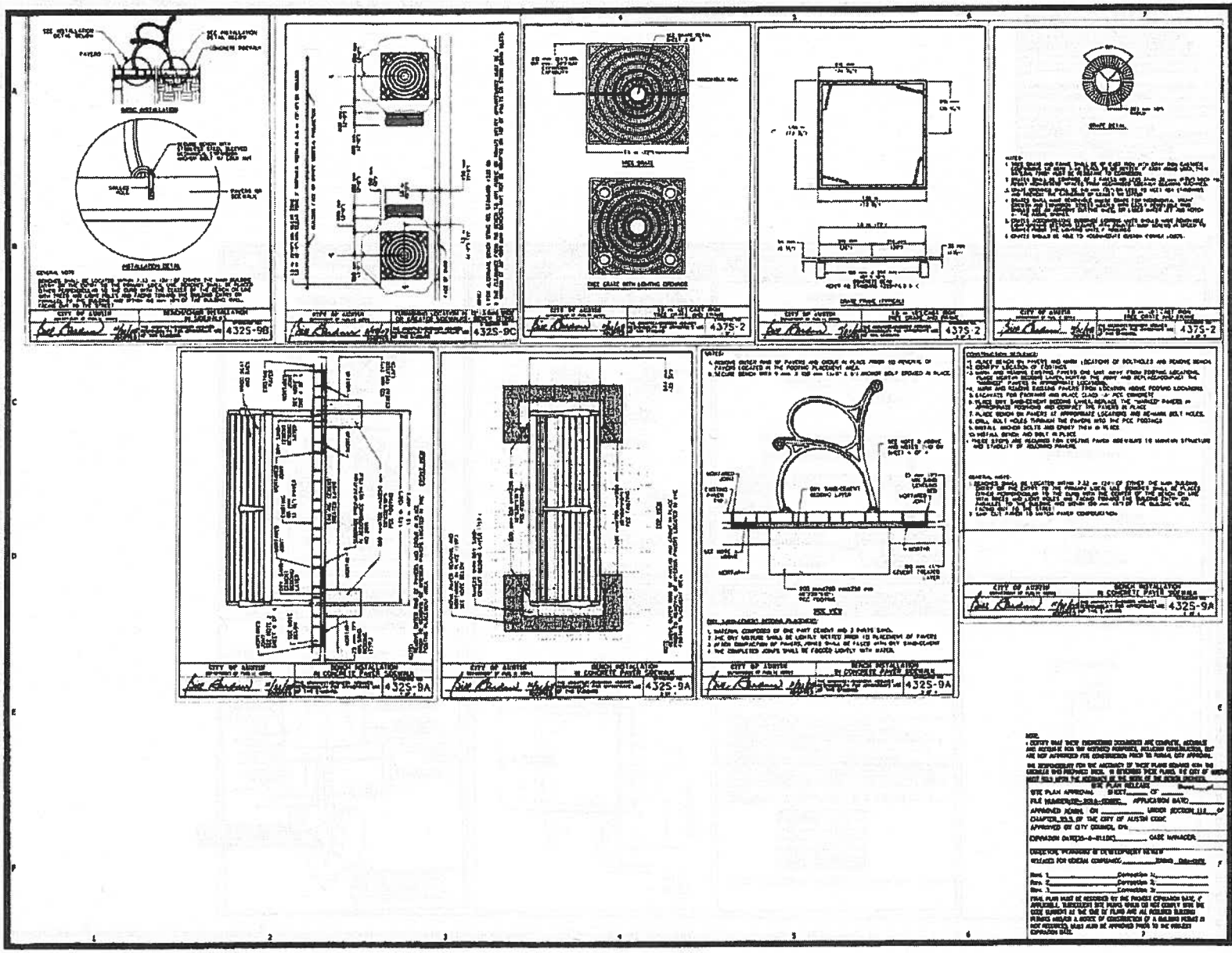
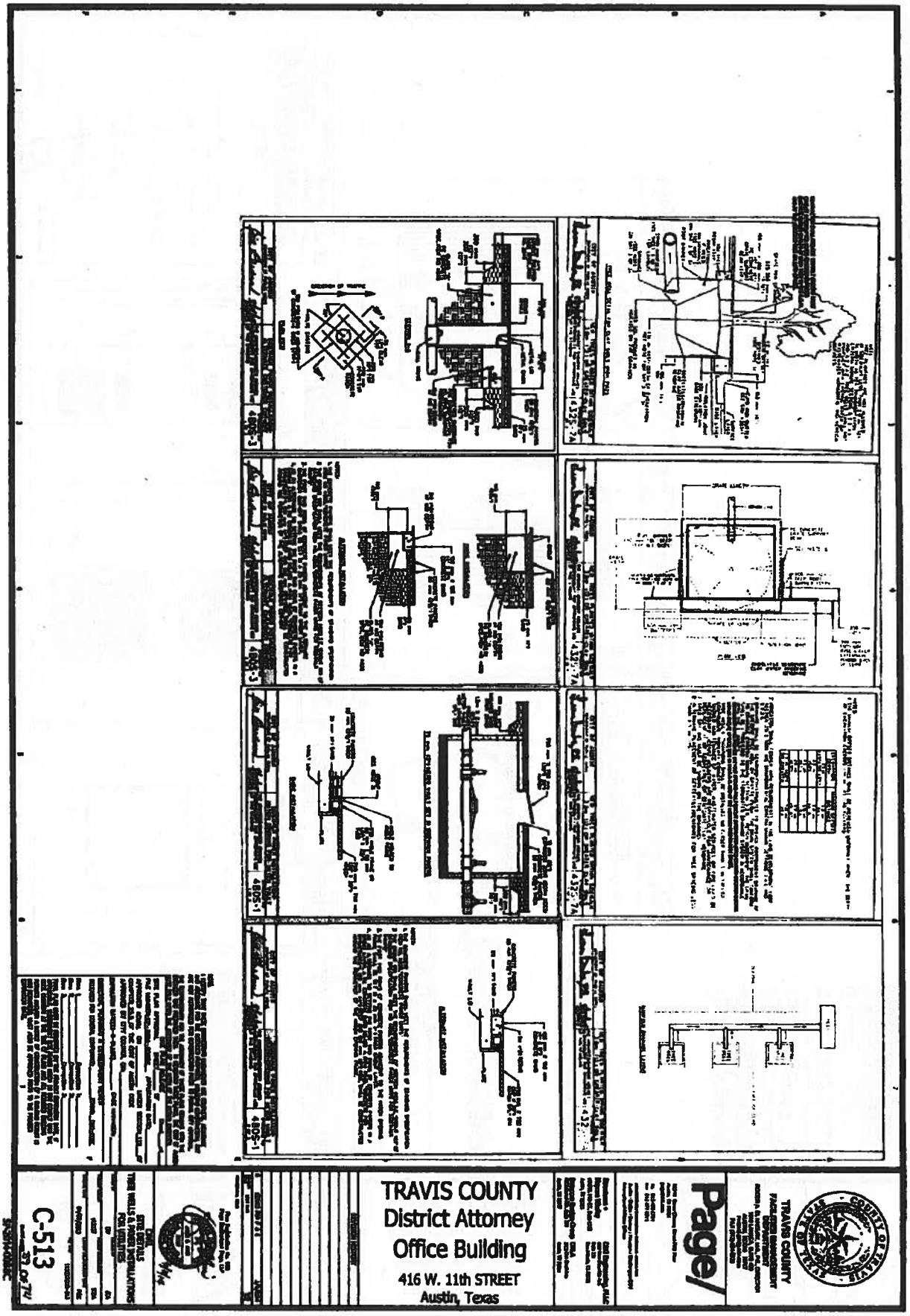
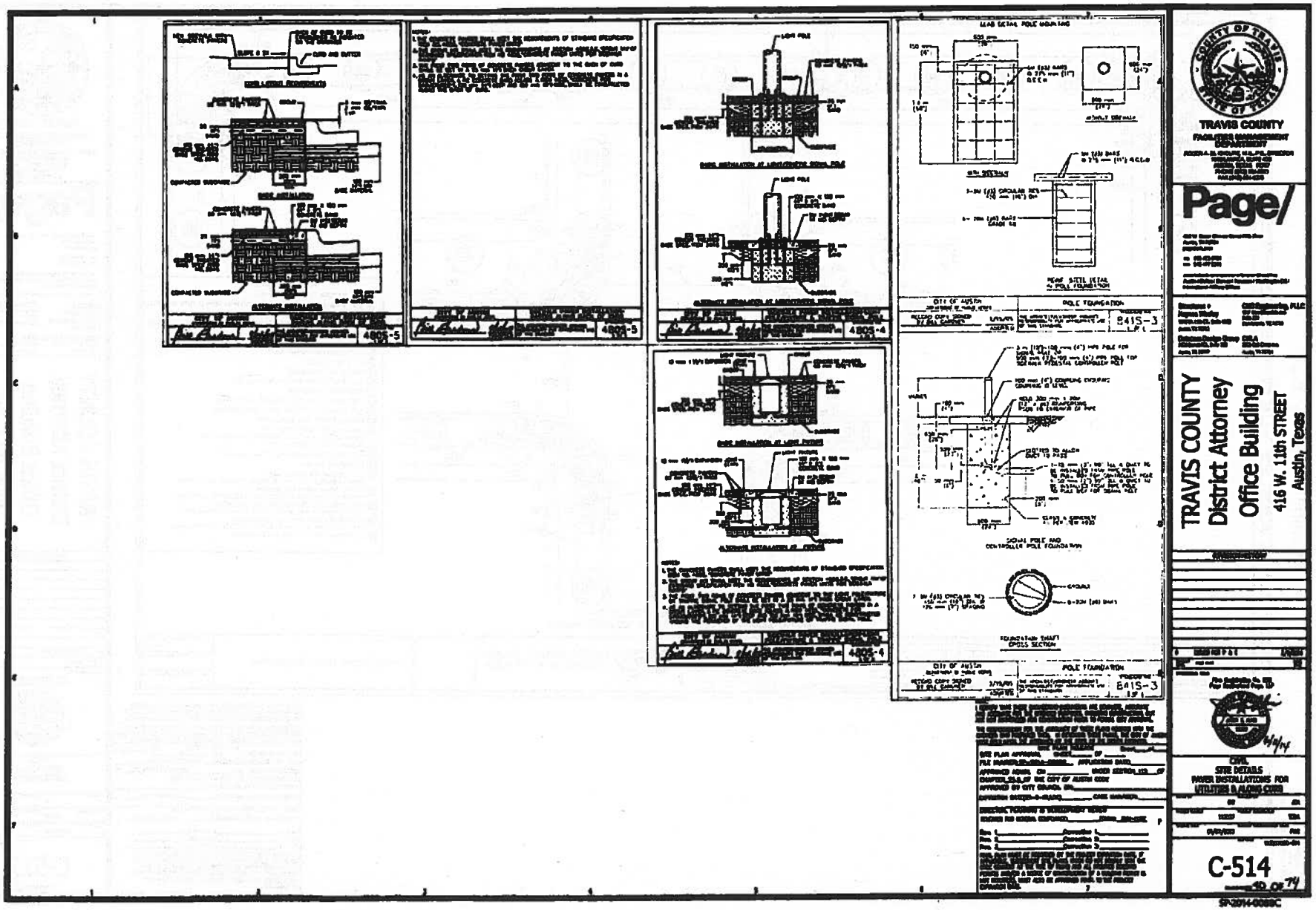
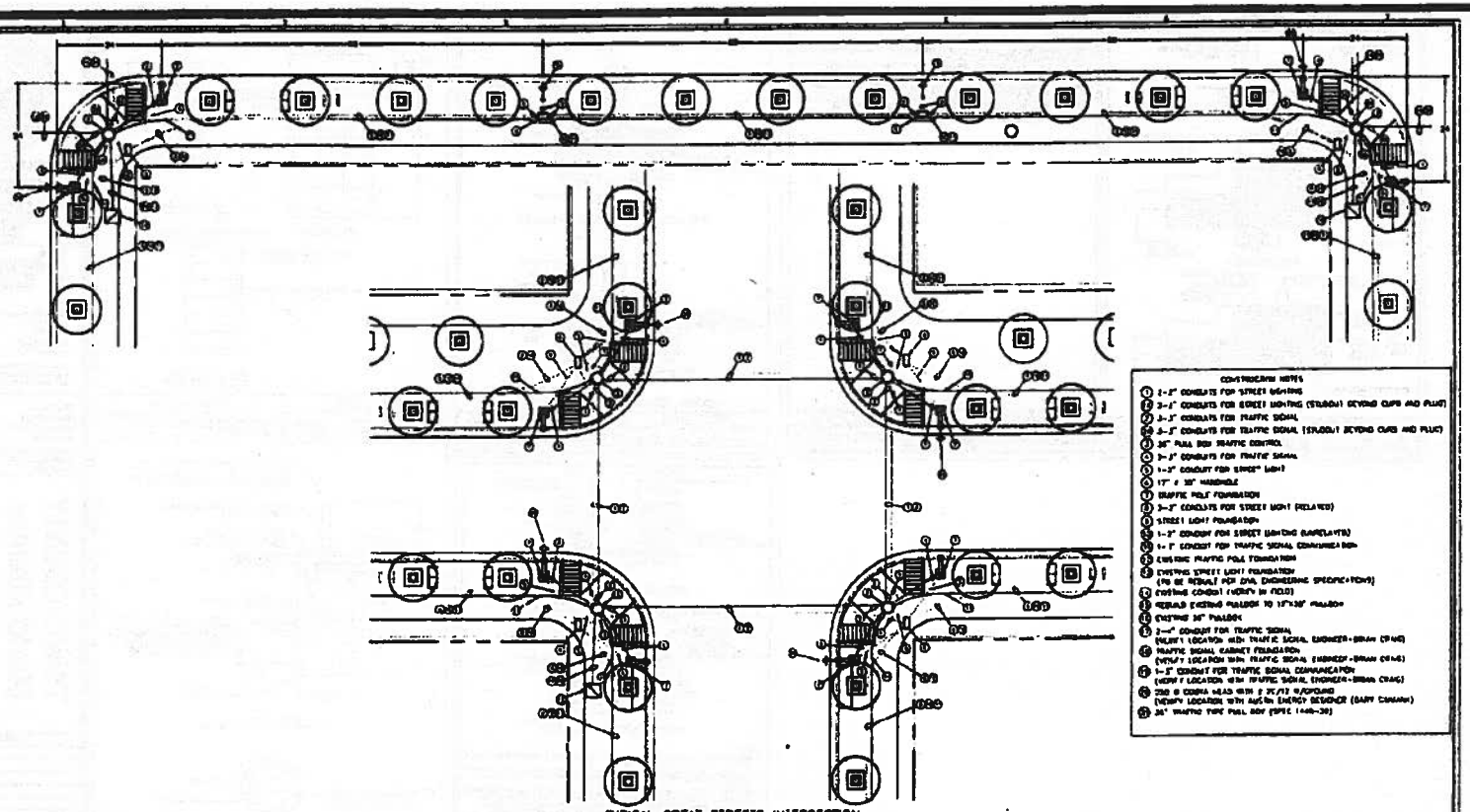
416 W. 11th STREET
Austin, Texas
REVISION HISTORY
CIVIL
SITE DETAILS
TRASH RECEPTACLE
& BICK RACK
C-511
3 OF 74
FRONT VIEW
TOP VIEW
SIDE VIEW
MOUNTING BOLT DETAIL
CLASS III STYLE BICYCLE PARKING
TR-12 Trash Receptacle with Side Opening

Exhibit C Pg. 11 of 20




TRAVIS COUNTY
District Attorney
Office Building
416 W. 11th STREET
Austin, Texas
C-513


TRAVIS COUNTY
Page/
TRAVIS COUNTY
District Attorney
Office Building
416 W. 11th STREET
Austin, Texas
C-514
SITE DETAILS
POLE FOUNDATION
4805-5
4805-4
4805-4
841S-3
841S-3



TYPICAL GREAT STREETS INTERSECTION
TRAFFIC SIGNAL, STREET LIGHT AND CONDUIT LAYOUT

CONSTRUCTION NOTES

1. 2-2" CONDUITS FOR STREET LIGHTING
2. 3-2" CONDUITS FOR STREET LIGHTING (STUBOUT BEYOND CURB AND PLUG)
3. 3-3" CONDUITS FOR TRAFFIC SIGNAL
4. 3-2" CONDUITS FOR TRAFFIC SIGNAL (STUBOUT BEYOND CURB AND PLUG)
5. 30" PULL BOX TRAFFIC CONTROL
6. 3-2" CONDUITS FOR TRAFFIC SIGNAL
7. 1-2" CONDUIT FOR STREET LIGHT
8. 17" x 30" HANDHOLE
9. TRAFFIC POLE FOUNDATION
10. 3-2" CONDUITS FOR STREET LIGHT (RELAYED)
11. STREET LIGHT FOUNDATION
12. 1-2" CONDUIT FOR STREET LIGHTING (SAFELIGHTS)
13. 1-2" CONDUIT FOR TRAFFIC SIGNAL COMMUNICATION
14. EXISTING TRAFFIC POLE FOUNDATION
15. EXISTING STREET LIGHT FOUNDATION (TO BE REBUILT PER DVA ENGINEERING SPECIFICATIONS)
16. EXISTING CONDUIT (VERIFY IN FIELD)
17. REBUILD EXISTING HANDHOLE TO 17"x30" HANDHOLE
18. EXISTING 30" HANDHOLE
19. 2-4" CONDUIT FOR TRAFFIC SIGNAL (VERIFY LOCATION WITH TRAFFIC SIGNAL ENGINEER - BRIAN CRANE)
20. TRAFFIC SIGNAL CABINET FOUNDATION (VERIFY LOCATION WITH TRAFFIC SIGNAL ENGINEER - BRIAN CRANE)
21. 1-3" CONDUIT FOR TRAFFIC SIGNAL COMMUNICATION (VERIFY LOCATION WITH TRAFFIC SIGNAL ENGINEER - BRIAN CRANE)
22. 250 W SODIUM HEAD WITH 2 20'/12' W/POPLONG (VERIFY LOCATION WITH AUSTIN ENERGY DESIGNER (GARY CHAMAN)
23. 30" TRAFFIC TYPE PULL BOX (SPEC 1449-30)

AUSTIN ENERGY
ELECTRIC SERVICE DELIVERY
DISTRIBUTION SERVICES

TYPICAL GREAT STREET INTERSECTION

NTS

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CIVIL
SITE DETAILS
AUSTIN ENERGY

C-517

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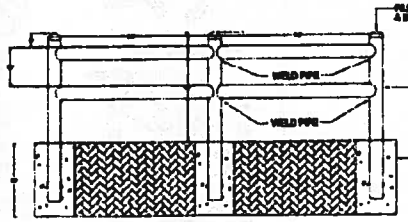
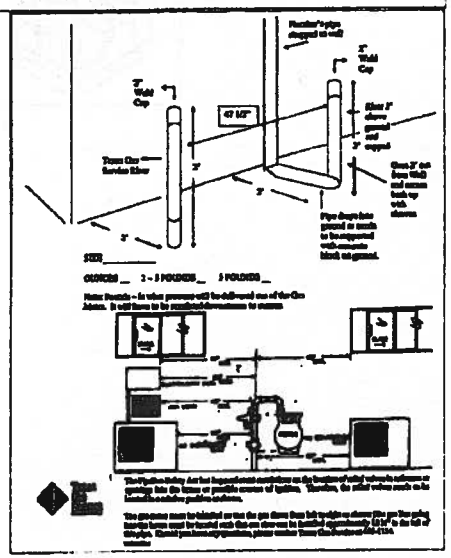
SA2014-0088C

DETAIL OF A BOLLARD DESIGN FOR INDUSTRIAL SETS





TRAVIS COUNTY
PUBLIC WORKS DEPARTMENT

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CIVIL
SITE DETAILS
TEXAS GAS SERVICE

C-518

SP-2014-0088C

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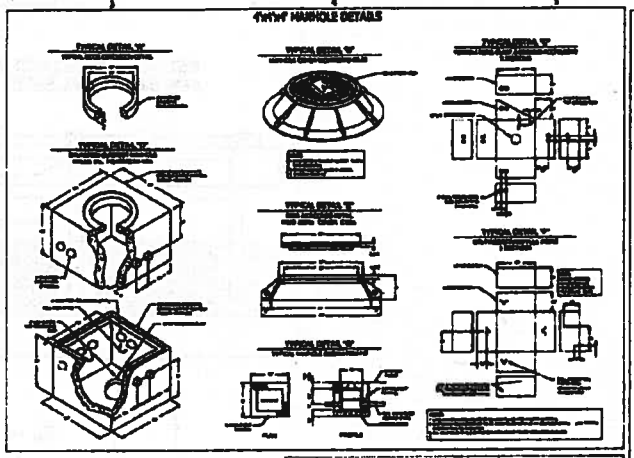

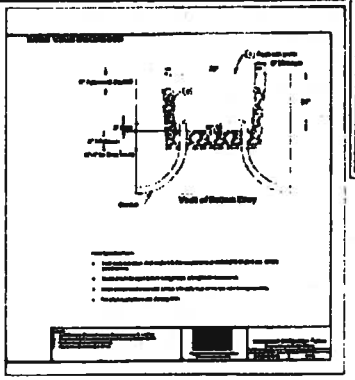

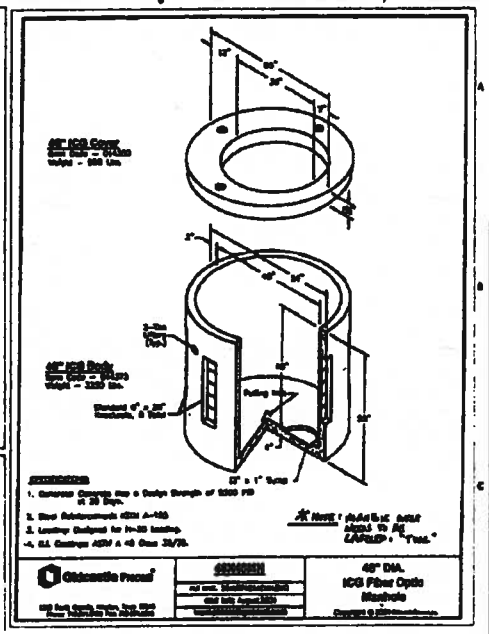

TRAVIS COUNTY
FACILITIES MANAGEMENT DEPARTMENT

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CIVIL
SITE DETAILS
DRY UTILITIES COMMUNICATION MANHOLES

C-519

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SP-2014-0088C

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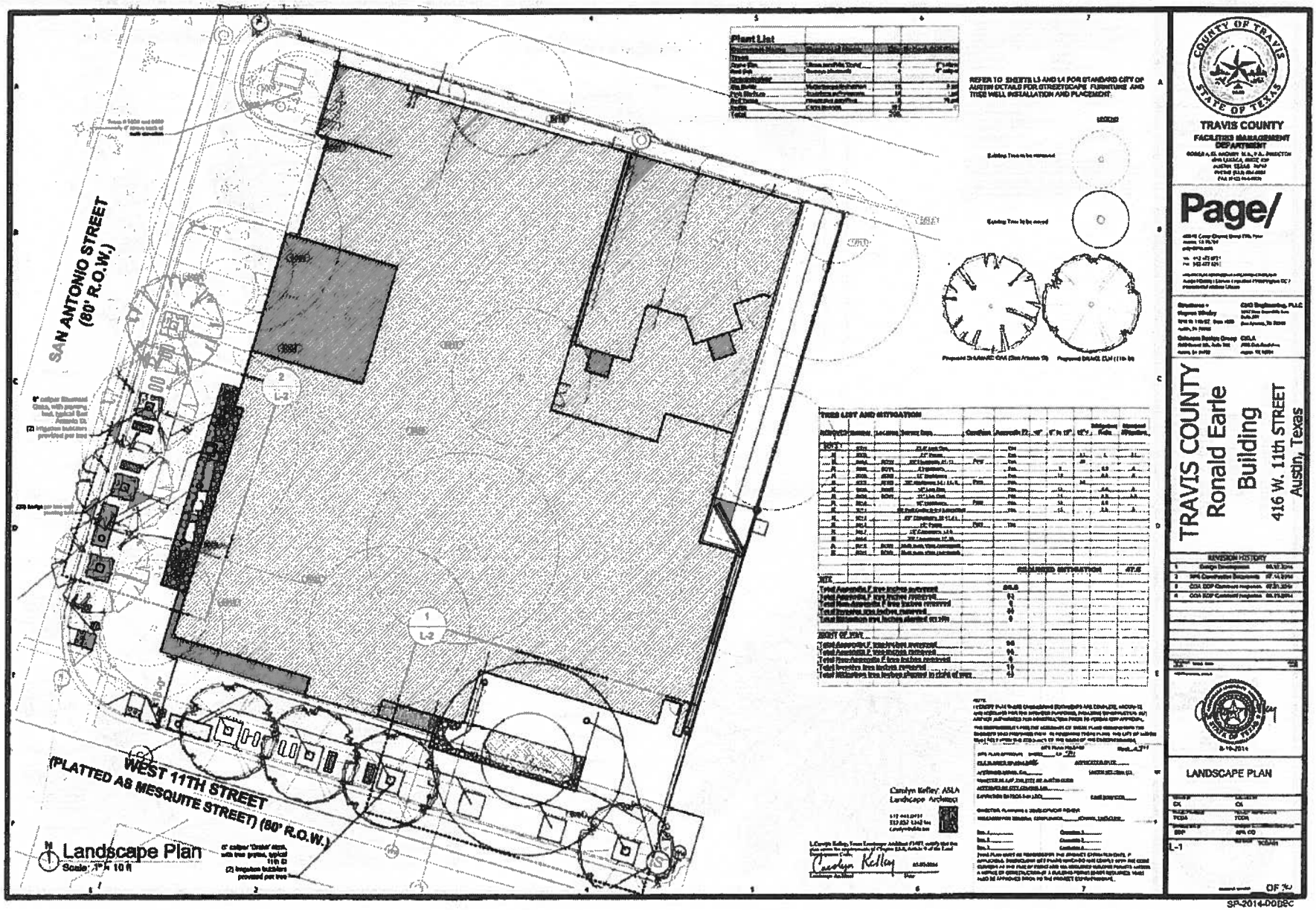

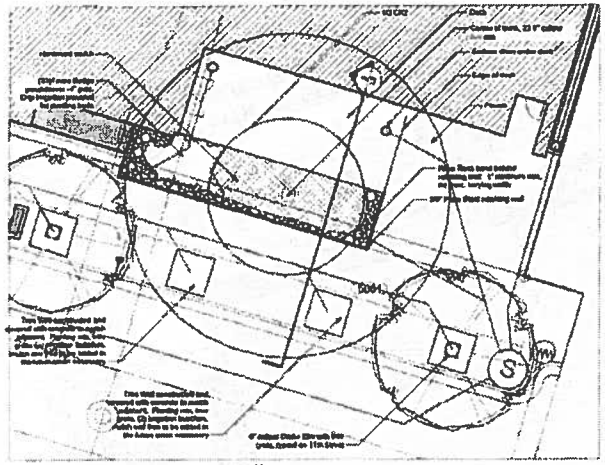

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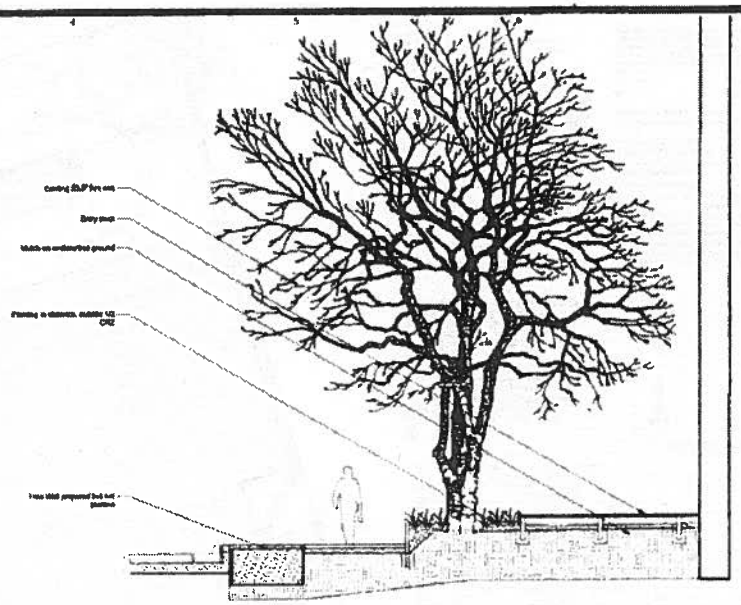
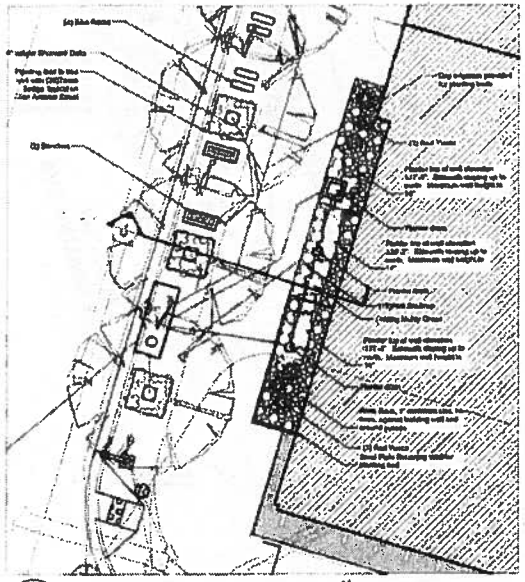
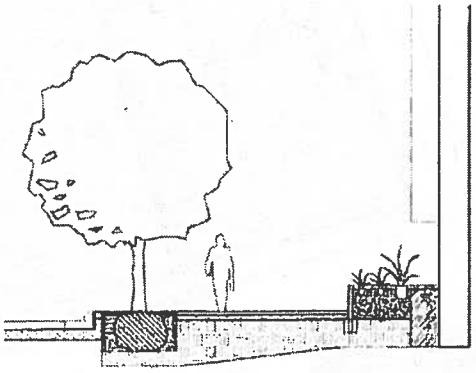
L-1.2



2 11th St Section
Scale: 1/4" = 1'-0"



3 San Antonio Street Planter Plan
L-1.2
Scale: 1/8" = 1'-0"



4 San Antonio Street Section
Scale: 1/4" = 1'-0"

Carolyn Kelley, ASLA
Landscape Architect

TRAVIS COUNTY
FACILITIES MANAGEMENT DEPARTMENT

Page/

TRAVIS COUNTY
Ronald Earle Building
416 W. 11th STREET
Austin, Texas

REVISION HISTORY

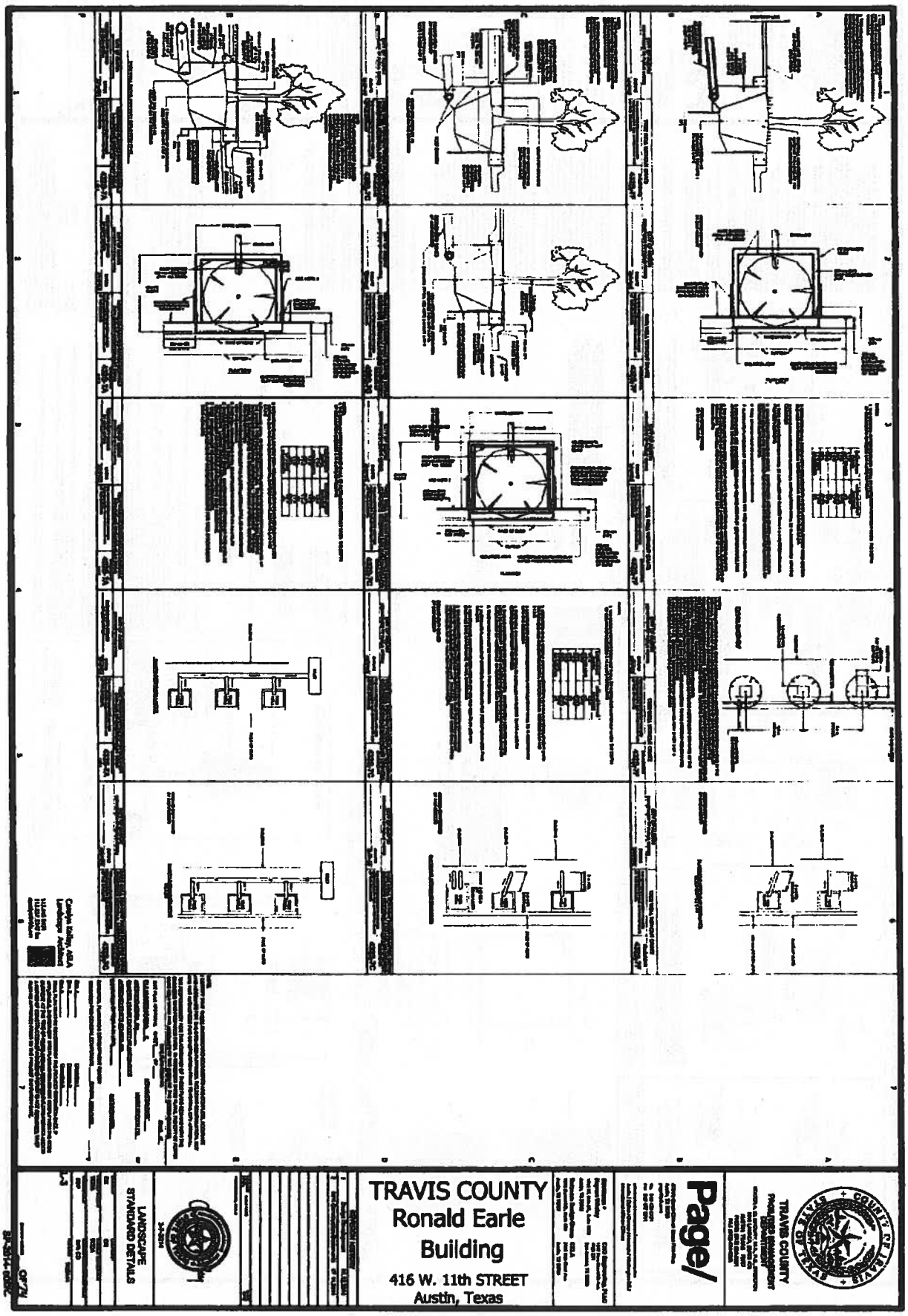
1	Design Development	05.12.2014
2	90% Construction Documents	05.14.2014
3	SDP Comments Response	06.18.2014

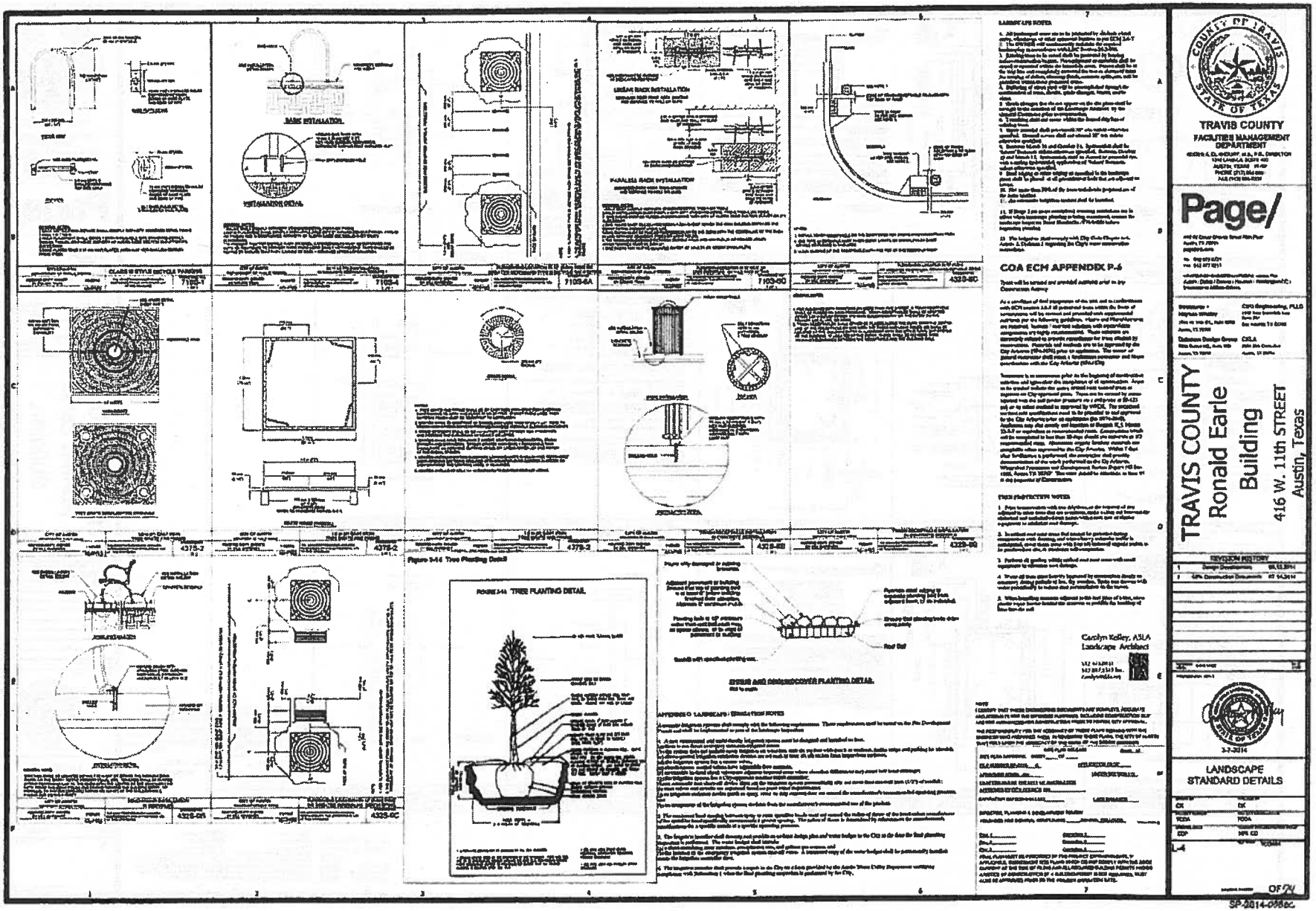
6-18-2014

LANDSCAPE DETAIL PLANS & SECTIONS

L-2

SP-2014-


TRAVIS COUNTY
Ronald Earle
Building
416 W. 11th STREET
Austin, Texas
Page/
LANDSCAPE
STANDARD DETAILS


TRAVIS COUNTY
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TRAVIS COUNTY
Ronald Earle Building
416 W. 11th STREET
Austin, Texas
LANDSCAPE STANDARD DETAILS
COA ECM APPENDIX P-6
Carolyn Kelley, ASLA
Landscape Architect
TREE PLANTING DETAIL
SP-2014-0086C

After recording, return to:

City of Austin
Office of Real Estate Services
505 Barton Springs Road, Ste. 1350
Austin, TX. 78704

Attn: Andy Halm/Joan Caldwell
F# LA 720-1407