

Austin City Council Meeting

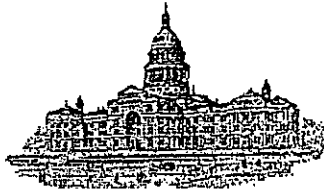
August 18, 2011

10:00AM

Item 19.

Governor's Mansion Project

(State Preservation Board Materials)



STATE PRESERVATION BOARD

The Honorable Rick Perry, Governor, Chairman
The Honorable David Dewhurst, Lieutenant Governor, Co-Vice Chairman
The Honorable Joe Straus, Speaker of the House, Co-Vice Chairman
The Honorable Tommy Williams, Texas Senate
The Honorable Charlie Geren, Texas House of Representatives
Charlotte C. Foster, Citizen Board Member
John Sneed, Executive Director

May 26, 2010

The Honorable Lee Leffingwell
Mayor, City of Austin
301 W. Second Street
Austin, TX 78701

Dear Mayor Leffingwell,

Thank you for meeting with us today about an issue of great significance to the State of Texas. The State Preservation Board has been working closely with the Department of Public Safety since the arson attack on the Governor's Mansion on June 8, 2008. DPS's goal and therefore ours is to address security concerns that were highlighted by the fire as well as those that have evolved rapidly since 9/11/2001.

The recommendations that DPS has received consistently over the past five years include two issues that involve the City of Austin. One recommendation is that the area immediately outside the fences and walls need to be open and controlled by the State. To accomplish this goal, the proposal is to remove the sidewalks and require that pedestrians rely upon the sidewalks on the opposite side of each of the side streets. This would allow DPS to clearly monitor any activity on the Mansion block since no one will have a reason to be on that property without authorization.

The second recommendation is that the primary and only public entrance become Colorado Street. DPS is prepared to explain the reasons for closing Colorado Street. The State Preservation Board has done numerous studies on how that can be implemented and what is entailed. We are prepared to discuss this on a programming level today.

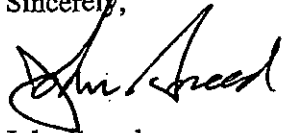
We recognize that there are four associated issues that come to mind immediately: Will all access be stopped or only vehicle traffic? Who will pay for the changes to Colorado and the sidewalks? Will the City have easy access to its utilities in the street? Will emergency vehicles have access to the street? We have answers for you to those questions.

The Honorable Lee Leffingwell
May 26, 2010
Page 2

Our goals encompass the safety and security of the users, including the public as well as access, both visual and on bikes and on foot, to the historic front of Texas' most historic home. We appreciate the City's concern about servicing, replacing, and repairing the city utilities in Colorado and in no way want to interfere with that. We are prepared to put that assurance into a formal agreement to provide access.

Thank you for your time today. We look forward to working with you and the City over the coming months.

Sincerely,

A handwritten signature in black ink, appearing to read "John Sneed", written over a horizontal line.

John Sneed
Executive Director
State Preservation Board

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.txdps.state.tx.us



STEVEN C. McCRAW
DIRECTOR
LAMAR BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A. CYNTHIA LEON

April 18, 2011

Mr. Marc Ott
City Hall
301 W. 2nd, 3rd Floor
Austin, Texas 78701

Mr. Ott:

As you are aware, the State of Texas is in the process of restoring the Texas Governor's Mansion. In coordination with the State Preservation Board's Project Manager, the Department of Public Safety would like to take this opportunity to highlight the critical importance of several security measures at this site. The critical components are the closure of Colorado Street between 10th and 11th Streets and the removal of pedestrian sidewalks bordering the perimeter fencing and wall structures.

The Department has consulted with and received recommendations from security professionals, such as the United States Secret Service and private sector firms, since 2004 on our security posture and specifically vulnerability mitigation. We see these two improvements as critical to and complimentary of the proactive security enhancements being implemented during the Texas Governor's Mansion restoration. The Department of Public Safety has supported security recommendations that rely on deterrence and early detection, thus the importance of these two components.

If further discussion of these operational security measures is desired, we would be honored to meet with you and your staff to discuss in detail.

Respectfully,

Steven C. McCraw
Director
Texas Department of Public Safety

CONTENTS

1. DRAFT ORDINANCE
SUMMARY OF STATE'S REQUEST
2. SURVEY OF AREA TO BE VACATED
3. STATE ROW IMPROVEMENTS-ILLUSTRATIVE EXHIBITS
4. CITY ROW IMPROVEMENTS-NARRATIVE
5. STATE ROW IMPROVEMENTS-PRELIMINARY PLANS
 - a. COLORADO STREET CAD EXHIBIT
 - b. SITEWORK AND DIMENSION CONTROL PLAN
 - c. COLORADO STREET SECTION EXHIBIT
 - d. FENCE EXHIBIT-EAST ELEVATION OF MANSION
 - e. FENCE EXHIBIT-EAST SIDE OF COLORADO STREET DETAIL
 - f. ACCESSIBLE ROUTE EXHIBIT
 - g. TRAFFIC SIGNAL IMPROVEMENTS SUMMARY EXHIBIT (50%)-WITH NOTES
 - h. TRAFFIC SIGNAL IMPROVEMENTS SUMMARY EXHIBIT (50%)-WITHOUT NOTES
 - i. TRAFFIC SIGNAL IMPROVEMENTS SUMMARY EXHIBIT (50%)-COLORADO STREET
6. PROGRAM SCHEDULE FOR COLORADO STREET
7. SCREENING FACILITY-ARCHITECTURAL ELEVATIONS
8. LICENSE AGREEMENT-RELATIVE EASEMENT EXHIBIT
LICENSE AGREEMENT NO. WP-451-1104

August 18, 2011

ORDINANCE NO.

1 **AN ORDINANCE VACATING THE PORTION OF COLORADO STREET**
2 **BETWEEN 10TH AND 11TH STREETS AND CERTAIN OTHER CITY-OWNED**
3 **RIGHT OF WAY SURROUNDING THE TEXAS GOVERNOR'S MANSION;**
4 **AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A**
5 **MASTER AGREEMENT WITH THE STATE OF TEXAS REGARDING THE**
6 **USE OF VACATED CITY RIGHT OF WAY AND OTHER MATTERS**
7 **RELATED TO THE CONSTRUCTION AND MAINTENANCE OF NEW**
8 **SECURITY IMPROVEMENTS FOR THE TEXAS GOVERNOR'S MANSION;**
9 **AMENDING CHAPTER 12-1 OF THE CITY CODE TO LIMIT VEHICULAR**
10 **TRAFFIC AND SPECIFY WHERE UTILITIES MAY BE LOCATED ON THE**
11 **VACATED PORTION OF COLORADO STREET; AND WAIVING CERTAIN**
12 **REQUIREMENTS UNDER CHAPTER 14-11 OF THE CITY CODE RELATING**
13 **TO RIGHT-OF-WAY VACATIONS.**

14
15 **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

16
17 **PART 1.** The City's right, title and interest in and to the portion of Colorado Street
18 between 10th and 11th Streets and the City-owned sidewalks immediately adjacent to and
19 surrounding the Texas Governor's Mansion, as more particularly described and depicted
20 on Exhibit A attached to this ordinance (collectively, the "ROW Area"), is hereby
21 vacated; provided, however, the City expressly reserves from the vacation certain utility
22 and public access easements affecting the ROW Area as more particularly described in
23 the Master Agreement defined in Part 2 of this ordinance.

24 **PART 2.** The City Manager is authorized to negotiate and execute a master agreement
25 with the State of Texas (the "State") regarding the City and State's use of the ROW Area
26 for utility and security purposes (the "Master Agreement"). The Master Agreement will
27 address, among other things, the easements described in Part 1 of this ordinance,
28 responsibility for the installation and maintenance of vehicular barriers, landscaping,
29 utilities, bicycle- and pedestrian-friendly amenities and other improvements within the
30 ROW Area, and reimbursement to the State for certain expenses incurred in connection
31 with relocating City-owned utilities within the ROW Area in an amount not to exceed
32 \$178,440.90.

33 **PART 3.** As consideration for the City's agreement to vacate its right, title and interest
34 in and to the ROW Area, the State will redevelop the ROW Area into a bicycle- and
35 pedestrian-friendly amenity and make certain other improvements to the ROW Area as
36 described in the Master Agreement (collectively, the "State ROW Improvements") at the
37 State's sole cost and expense. The State estimates that the actual cost to complete the
38 State ROW Improvements is \$450,000. If the actual cost to complete the State ROW

1 Improvements is less than \$450,000, the State will pay the City the difference between
2 the actual completion costs of the State ROW Improvements and \$450,000.

3 **PART 4.** The City Council waives Chapter 14-11 (*Use of Right-of-Way*), Article 1,
4 Division 4, Sections 14-11-71 through 14-11-75 of the City Code for purposes of the
5 right-of-way vacation described in this ordinance.

6 **PART 5.** The vacation and waivers described in Parts 1 and 4 of this ordinance,
7 respectively, become effective upon the execution of the Master Agreement by the duly
8 authorized representatives of the City and the State.

9 **PART 6.** Chapter 12-1 (*Traffic Regulation and Administration*), Article 2 of the City
10 Code is amended to add a new Section 12-1-19 to read as follows:

11 Section 12-1-19 COLORADO STREET BETWEEN 10th STREET and 11th STREET.

- 12 (A) The portion of Colorado Street located between 10th and 11th Streets may be
13 used only by bicyclists, pedestrians, mobility-impaired individuals using
14 motorized mobility devices, and emergency and utility repair vehicles only.
- 15 (B) Utilities may be installed and relocated within the portion of Colorado Street
16 located between 10th and 11th Streets only as provided in agreements between
17 the City and the State of Texas.
- 18 (C) The traffic engineer may adopt rules, install traffic control devices, or take any
19 other action reasonably necessary to implement this section.

20 **PART 7.** This ordinance takes effect on _____, 2011.

21 **PASSED AND APPROVED**

22 §
23 §
24 §
25 §

26 2011

27 Lee Leffingwell
28 Mayor

29 **APPROVED:** _____
30 Karen M. Kennard
31 City Attorney

32 **ATTEST:** _____
Shirley A. Gentry
City Clerk

SUMMARY OF STATE'S REQUEST

DPS Request: To close the sidewalks around the Mansion and close Colorado Street to vehicular traffic for security reasons. To accomplish Visitor access to the new DPS Screening Facility, one lane of traffic on the West will be removed and landscaped.

Change of Control: The City's easement in the areas of the proposed ROW vacation, with the key exception of retention by the City of its utility easement, will transfer to the State.

Who pays and performs the work?: The State's contractor performs all of the work, with utility and street work designed and constructed to City standards and specifications. The State pays for all demolition, street reconstruction, new crosswalks and curb ramps, lighting, signage, fences and gates, landscape amenities, new utility service lines required for the Project, and all security enhancements for the Mansion. The State agrees to provide maintenance and repairs in the areas under its easement control, with the exception of any City utility work. In the current Project, the City pays only for its previously planned replacement of water and wastewater lines under Colorado.

Public Access: The public will have pedestrian and bicycle access as well as ADA compliant access to the new DPS Screening Facility being built on Colorado. The visibility of the restored Mansion from this area will be maintained and enhanced in the Restoration process.

Emergency Access: The City will have vehicular access in emergency situations, both Mansion emergencies and City emergencies, through collaboration with DPS. DPS will control the bollards in Colorado and will remove or lower them in emergencies.

0.904 ACRE
R.O.W. ADJACENT TO BLOCK 125
ORIGINAL CITY OF AUSTIN

FN.NO. 11-114(ACD)
APRIL 15, 2011
BPI JOB NO. 1648-04

DESCRIPTION

OF A 0.904 ACRE TRACT, BEING OUT OF THE WEST 10TH STREET (80' R.O.W.), WEST 11TH STREET (80' R.O.W.), AND LAVACA STREET (80' R.O.W.) RIGHTS-OF-WAY ADJACENT TO BLOCK 125, ORIGINAL CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT ON FILE AT THE TEXAS GENERAL LAND OFFICE; ALSO BEING OUT OF THE COLORADO STREET (80' R.O.W.) ADJACENT TO SAID BLOCK 125 AND BLOCK 124, OF SAID ORIGINAL CITY OF AUSTIN; SAID 0.904 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a PK nail with washer set at the intersection of the easterly right-of-way line of said Lavaca Street and the southerly right-of-way line of said West 11th Street, being the northwesterly corner of said Block 125, for the most northerly interior corner hereof;

THENCE, leaving said Block 125, over and across said West 11th Street and said Colorado Street rights-of-way, for a portion of the irregular northerly line hereof, the following four (4) courses and distances:

- 1) N17°54'18"E, a distance of 18.16 feet to a calculated point, for an angle point;
- 2) S72°09'44"E, a distance of 316.15 feet to a calculated point in the calculated centerline of said Colorado Street, for an angle point;
- 3) S17°54'18"W, along the calculated centerline of said Colorado Street, a distance of 9.52 feet to a calculated point, for an angle point;
- 4) S72°04'43"E, a distance of 39.97 feet to a calculated point at the projection of the westerly line of said Block 124, for the northeasterly corner hereof;

THENCE, S17°54'18"W, continuing over and across said West 11th Street right-of-way, along the projection of the westerly line of said Block 124, at 9.11 feet passing a PK nail with washer set at the intersection of said southerly right-of-way line of West 11th Street and the easterly right-of-way line of said Colorado Street, being the northwesterly corner of said Block 124, and continuing along the westerly line of said Block 124, being said easterly right-of-way line of Colorado Street, at 285.42 feet passing a PK nail found at the southwesterly corner of said Block 124, being the intersection of said easterly right-of-way line of Colorado Street and the northerly right-of-way line of West 10th Street, and continuing along a projection of the westerly line of said Block 124, over and across said West 10th Street right-of-way, for the easterly line hereof, a total distance of 300.05 feet to a calculated point, for the southeasterly corner hereof;

THENCE, over and across said West 10th Street, said Colorado Street, Said Lavaca Street, and said West 11th Street rights-of-way, for the southerly, westerly, and a portion of the irregular northerly lines hereof, the following five (5) courses and distances:

- 1) N72°30'35"W, a distance of 39.97 feet to a calculated point in the calculated centerline of said Colorado Street, for an angle point;
- 2) S17°54'18"W, along the calculated centerline of said Colorado Street, a distance of 7.55 feet to a calculated point, for an angle point;
- 3) N72°27'24"W, a distance of 325.62 feet to a calculated point, for the southwesterly corner hereof;
- 4) N17°52'20"E, a distance of 319.10 feet to a calculated point, for the northwesterly corner hereof, from which a 1/4-inch iron rod found in concrete (City of Austin centerline monument) bears the following two (2) courses and distances:
 - 1) N17°55'23"E, a distance of 21.76 feet;
 - 2) N72°04'37"W, a distance of 21.56 feet;
- 5) S72°09'44"E, a distance of 9.65 feet to a calculated point, for an angle point;

THENCE, S17°54'18"W, continuing over and across said West 11th Street right-of-way, at 18.16 feet passing said **POINT OF BEGINNING**, and continuing along the westerly line of said Block 125, being said easterly right-of-way line of Lavaca Street, for a portion of the irregular northerly line hereof, for a total distance of 294.37 feet to a 1/2-inch iron rod with cap set at the southwesterly corner of said Block 125, being the intersection of said easterly right-of-way line of Lavaca Street and said northerly right-of-way line of West 10th Street, for an angle point;

THENCE, S72°03'37"E, along said northerly right-of-way line of West 10th Street, being the southerly line of said Block 125, for a portion of the irregular northerly line hereof, a distance of 276.11 feet to a 1/2-inch iron rod found at the southeasterly corner of said Block 125, being the intersection of said northerly right-of-way line of West 10th Street and the westerly right-of-way line of said Colorado Street, for an angle point;

FN 11-114 (ACD)
APRIL 15, 2011
PAGE 3 of 4

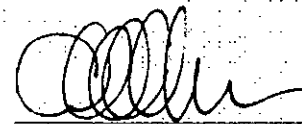
THENCE, N17°54'18"E, along the easterly line of said Block 125, being said westerly right-of-way line of Colorado Street, for a portion of the irregular northerly line hereof, a distance of 276.29 feet to a PK nail with washer set in storm grate at the northeasterly corner of said Block 125; being the intersection of said westerly right-of-way line of Colorado Street and said southerly right-of-way line of West 11th Street, for an angle point;

THENCE, N72°04'37"W, along the northerly line of said Block 125, being said southerly right-of-way line of West 11th Street, for a portion of the irregular northerly line hereof, a distance of 276.11 feet to the **POINT OF BEGINNING**, and containing 0.904 acre (39,383 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS: THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STREET, AS SHOWN ON THE SURVEY PERFORMED BY SIMPSON-LENZ AND ASSOCIATES, DATED AUGUST 28, 1996.

I, ABRAM C. DASHNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
221 WEST SIXTH STREET SUITE 600
AUSTIN, TEXAS 78701



4-15-11

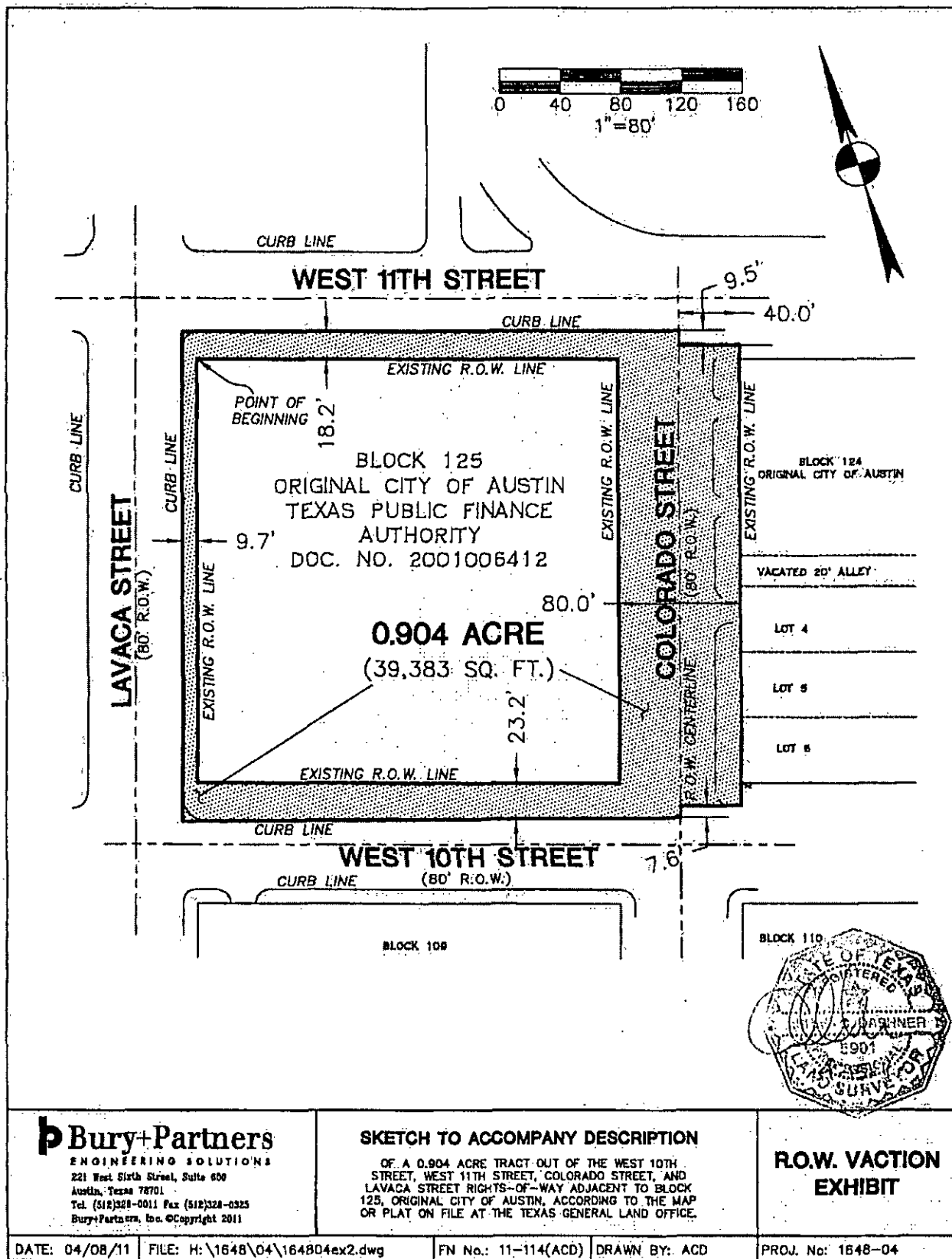
ABRAM C. DASHNER
R.P.L.S. NO. 5901
STATE OF TEXAS

FIELD NOTES REVIEWED

By: CLARK DANIEL Date 05.23.2011

Engineering Support Section
Department of Public Works
and Transportation





Bury+Partners

ENGINEERING SOLUTIONS

221 West Sixth Street, Suite 600

Austin, Texas 78701

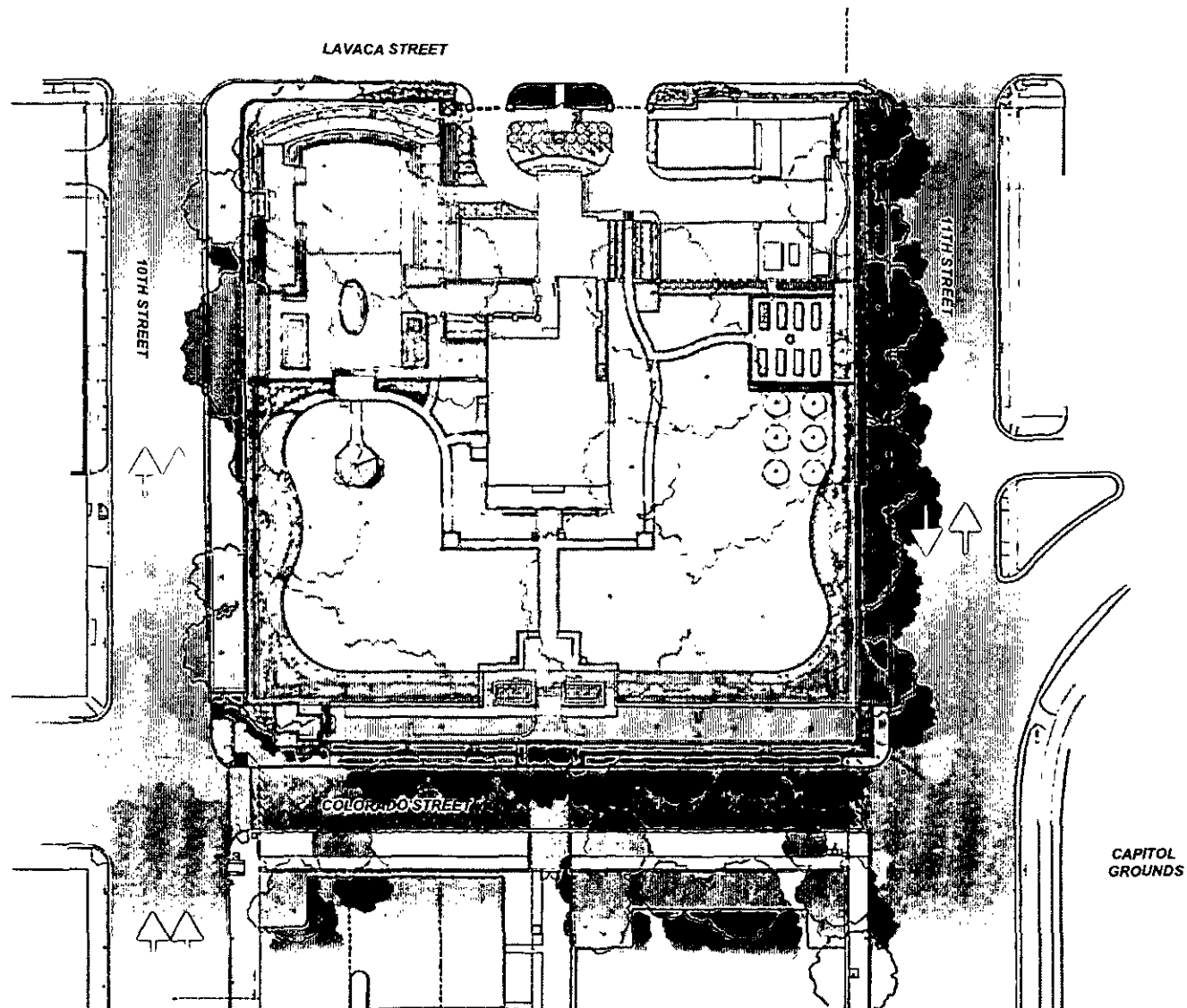
Tel. (512)328-0011 Fax (512)328-0325

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SKETCH TO ACCOMPANY DESCRIPTION

OF A 0.904 ACRE TRACT OUT OF THE WEST 10TH STREET, WEST 11TH STREET, COLORADO STREET, AND LAVACA STREET RIGHTS-OF-WAY ADJACENT TO BLOCK 125, ORIGINAL CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT ON FILE AT THE TEXAS GENERAL LAND OFFICE.

**R.O.W. VACTION
EXHIBIT**



GOVERNOR'S MANSION
 OVERALL ILLUSTRATIVE PLAN

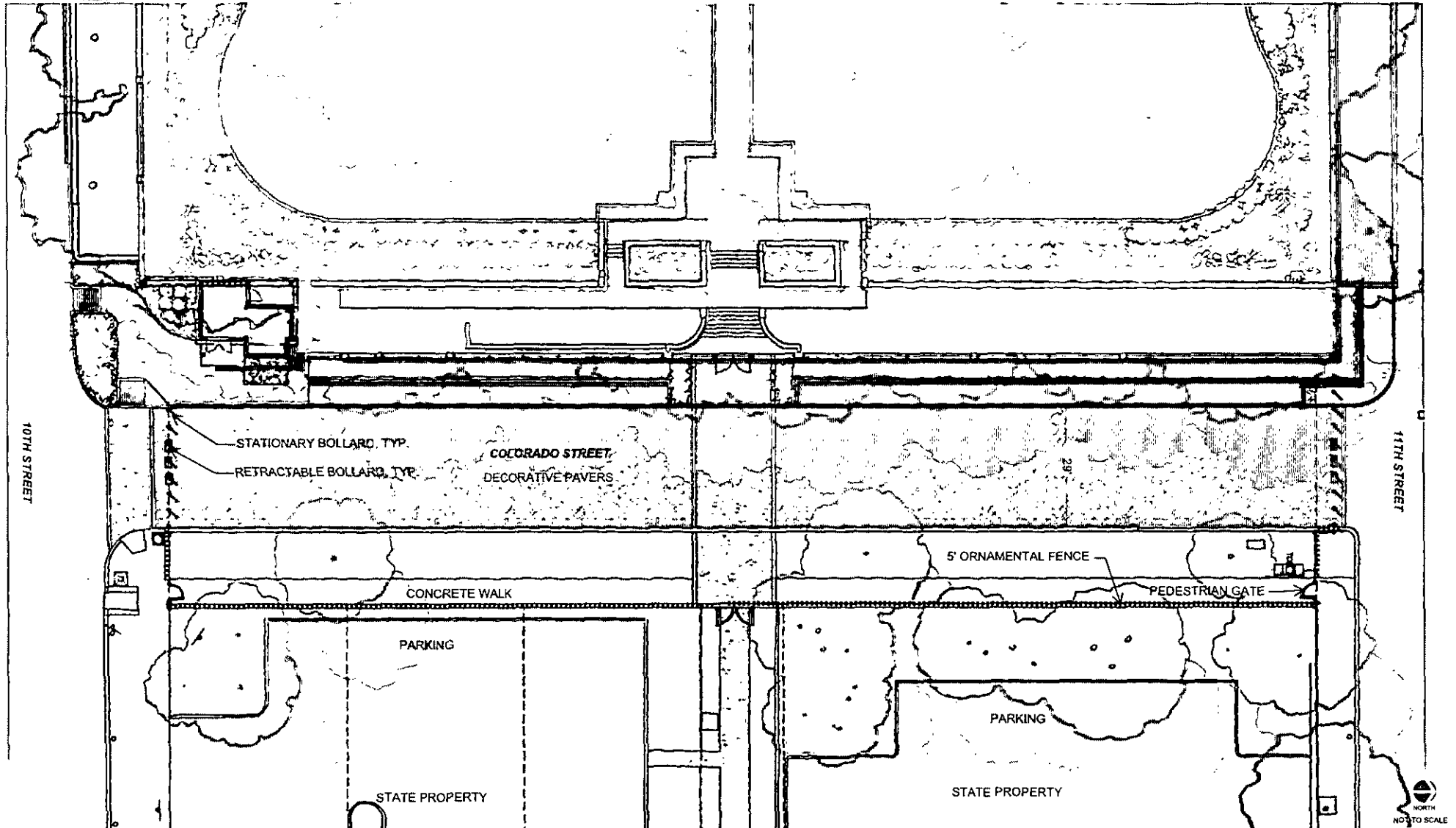
April 21, 2011

*This document is an illustrative plan only and does not constitute a contract or any other legal instrument.

NORTH
 NOT TO SCALE

T B G

T&B PARTNERS
301 South Main, Building 2
Suite 300, Austin, Texas 78701
Tel: 512.327.1011
Fax: 512.327.0498



GOVERNOR'S MANSION, COLORADO STREET
ILLUSTRATIVE PLAN

April 21, 2011
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NORTH
NOT TO SCALE

T&B

City ROW Improvements

- New water and wastewater lines (and associated reconnections of service lines) that were to be in the City's Colorado Street infrastructure project.

Note: The above will be paid for by the City. Related work, including street reconstruction, will be covered in the State ROW Improvements and paid for by the State.

State ROW and Adjacent Project Improvements

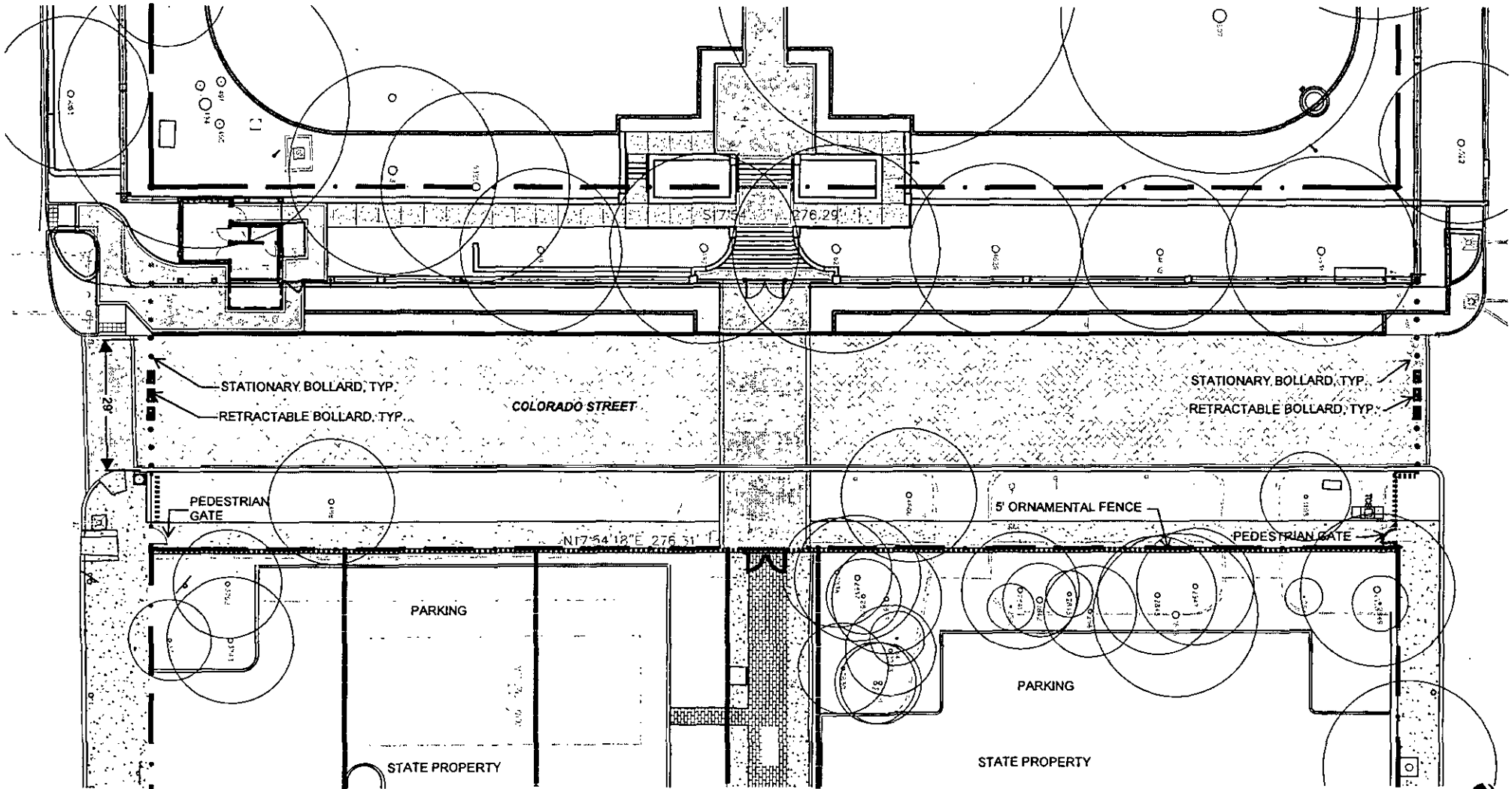
- Implementation of Comprehensive Security infrastructure plan with ability to control access at Colorado Street and provide both safe and accommodating pedestrian access for the public through a new Security Screening Facility on Colorado (currently under construction per City approved License Agreement);
- Development of a user-friendly pedestrian and bike amenity with high visibility of the restored Governor's Mansion;
- Reconstruction of Colorado Street between 10th and 11th Streets to City specifications;
- Compliance of ADA standards at the streets and into the Mansion Grounds;
- Removal of one lane of Colorado Street, to be incorporated into the Mansion Grounds at the visitor entrance area;
- Removal of sidewalks adjacent to the Mansion Grounds on Block 125 at the request of DPS;
- Installation of Project specific site utilities;
- New decorative iron fencing with gates on both sides of Colorado (the fence on the East side will be 5 feet

tall and will have gates at the Mansion entrance as well as at each end of Colorado to provide protection for the Mansion as needed; these three gates will typically be open);

- Bollards at 10th and 11th Streets on Colorado;
- Landscaping and new trees to be provided and maintained by the State upon completion;
- A new sidewalk to City Great Streets standards on the East side of Colorado;
- Traffic grade pavers in Colorado, either clay or concrete, to produce a brick paver appearance;
- Decorative street lighting approved by the City;
- New signage and traffic controls, again approved by the City (City will provide and set the actual traffic signals);
- Bicycle racks as a part of the design to be placed to the East of the East fencing.

Note: With the exception of the traffic signal installation, the State will pay for all of the above and then maintain it in perpetuity or as long as the proposed agreement is in place.

TBG PARTNERS
 921 South Maryland, Building L
 Suite 900, Aspen, Colorado 81601
 Tel: 970.927.1011
 Fax: 970.927.0000

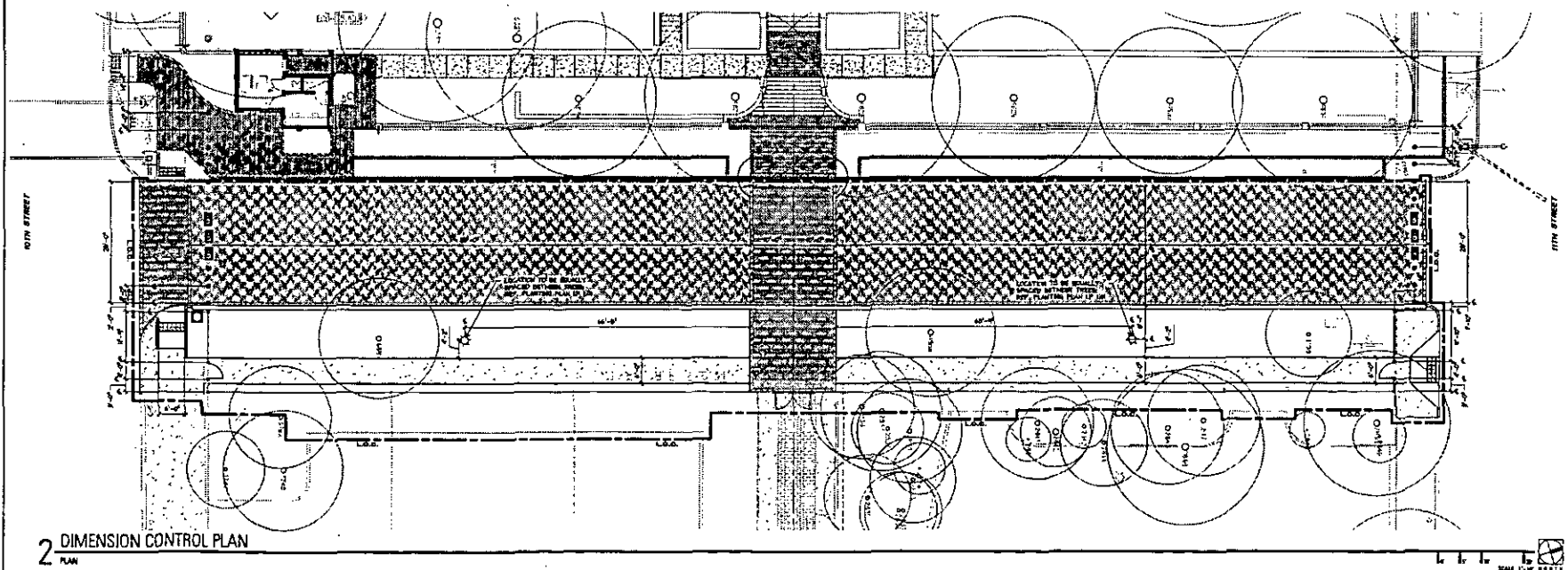
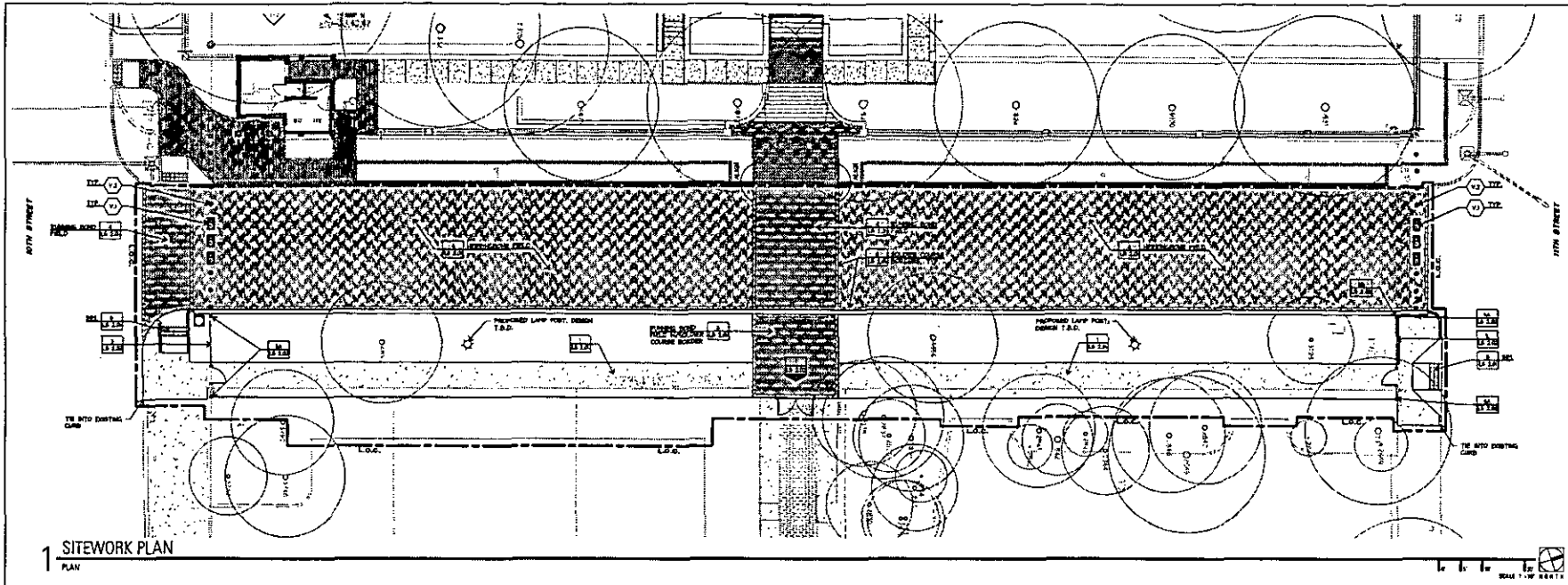


GOVERNOR'S MANSION- COLORADO STREET
 CAD PLAN

April 21, 2011

This drawing is the property of TBG Partners and is not to be used for any other project without the written consent of TBG Partners.





8/10/11 ISSUE FOR REVIEW



100%
DD
REVIEW SET

TEXAS GOVERNOR'S MANSION
INTERIOR RESTORATION PROJECT
with Governor's Mansion Grounds Project
1010 COLORADO STREET
AUSTIN, TEXAS

**FORD
POWELL
& CARSON**
ARCHITECTS & PLANNERS, INC.

Architecture
Planning
Landscape Architecture
Interior Design
11111 East Commerce Street
Suite 200, Dallas, Texas 75241
214/728-1111

Revisions
Mark Date Description

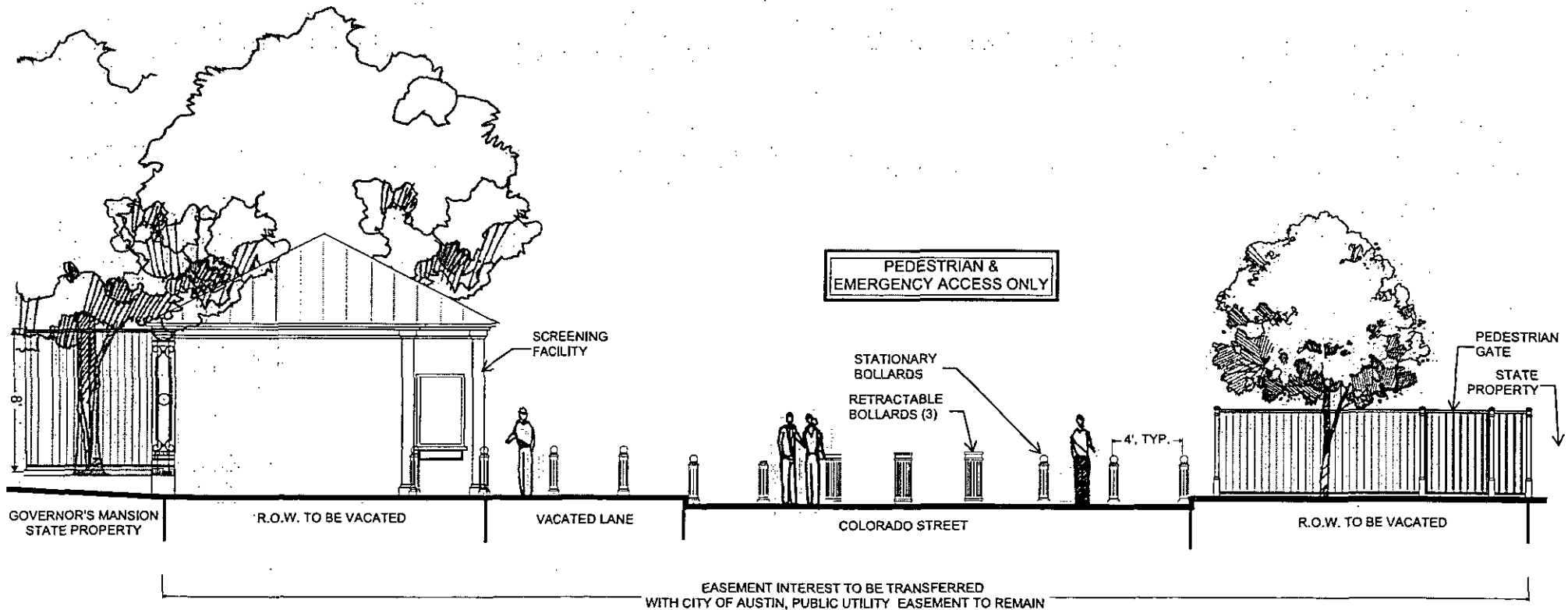
Order No. Project Number
Sheet No. Date

Sheet Title
SITEWORK PLANS

Sheet Number

LS 1.01

TBD PARTNERS
 901 South Lamar, Building 2
 Suite 200, Austin, Texas 78746
 Tel: 512.382.1011
 Fax: 512.382.8888



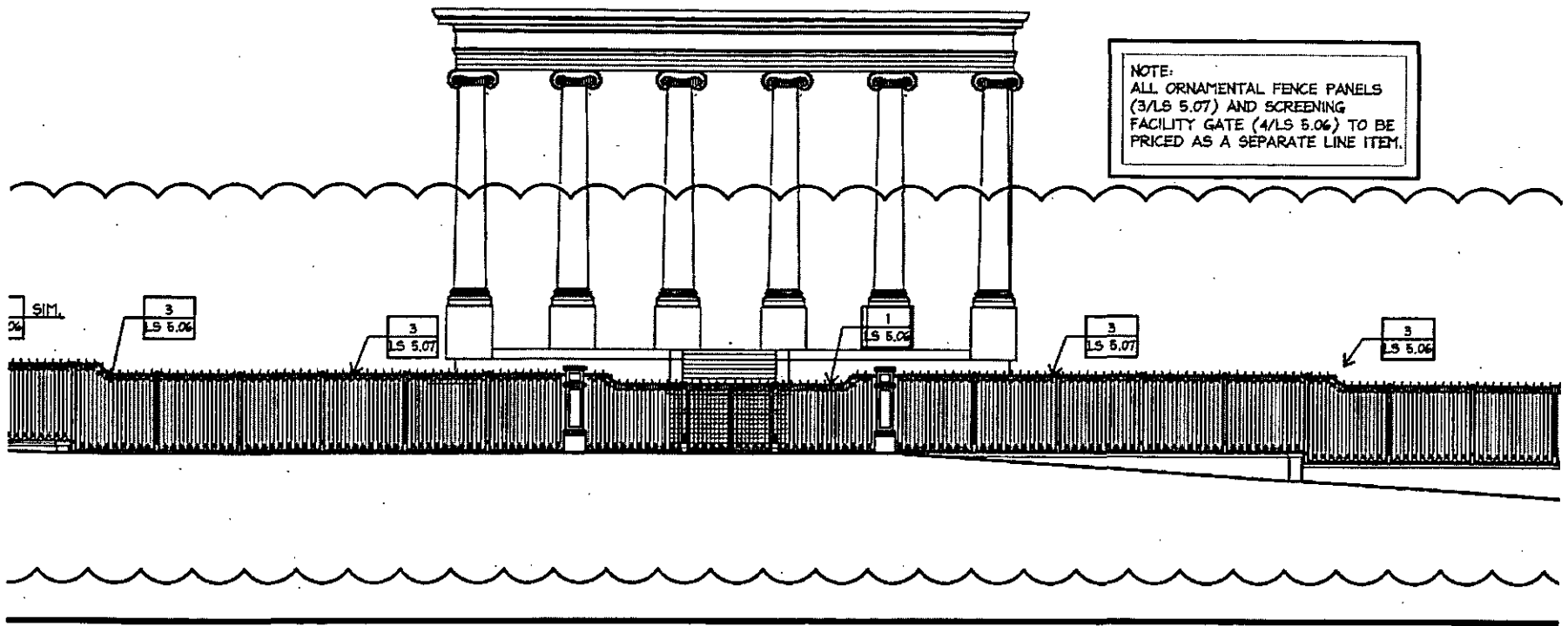
10TH & COLORADO STREET- BOLLARD ELEVATION

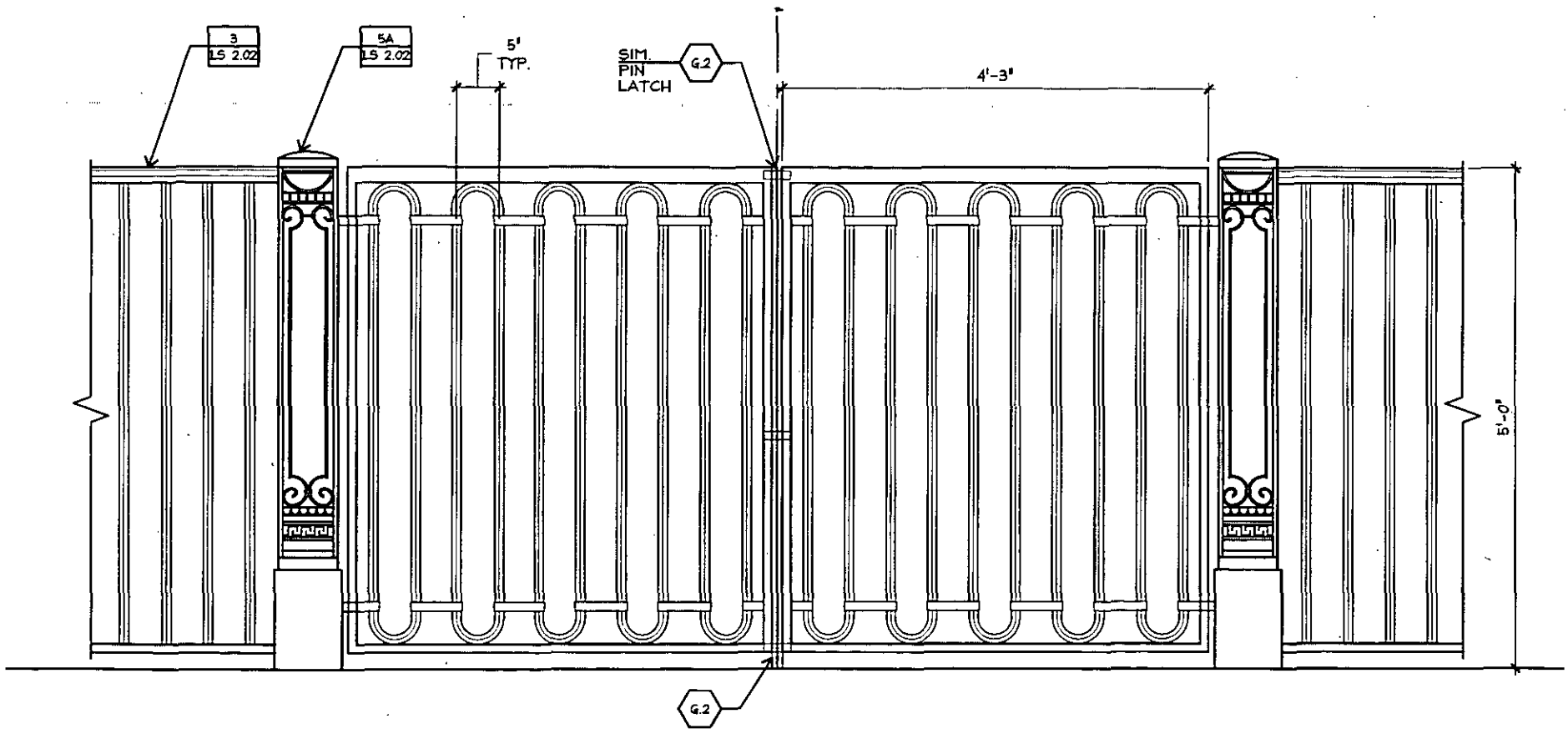
GOVERNOR'S MANSION- COLORADO STREET
 FENCING DETAILS

April 21, 2011
 The information shown is based on the best information available and is subject to change without notice.

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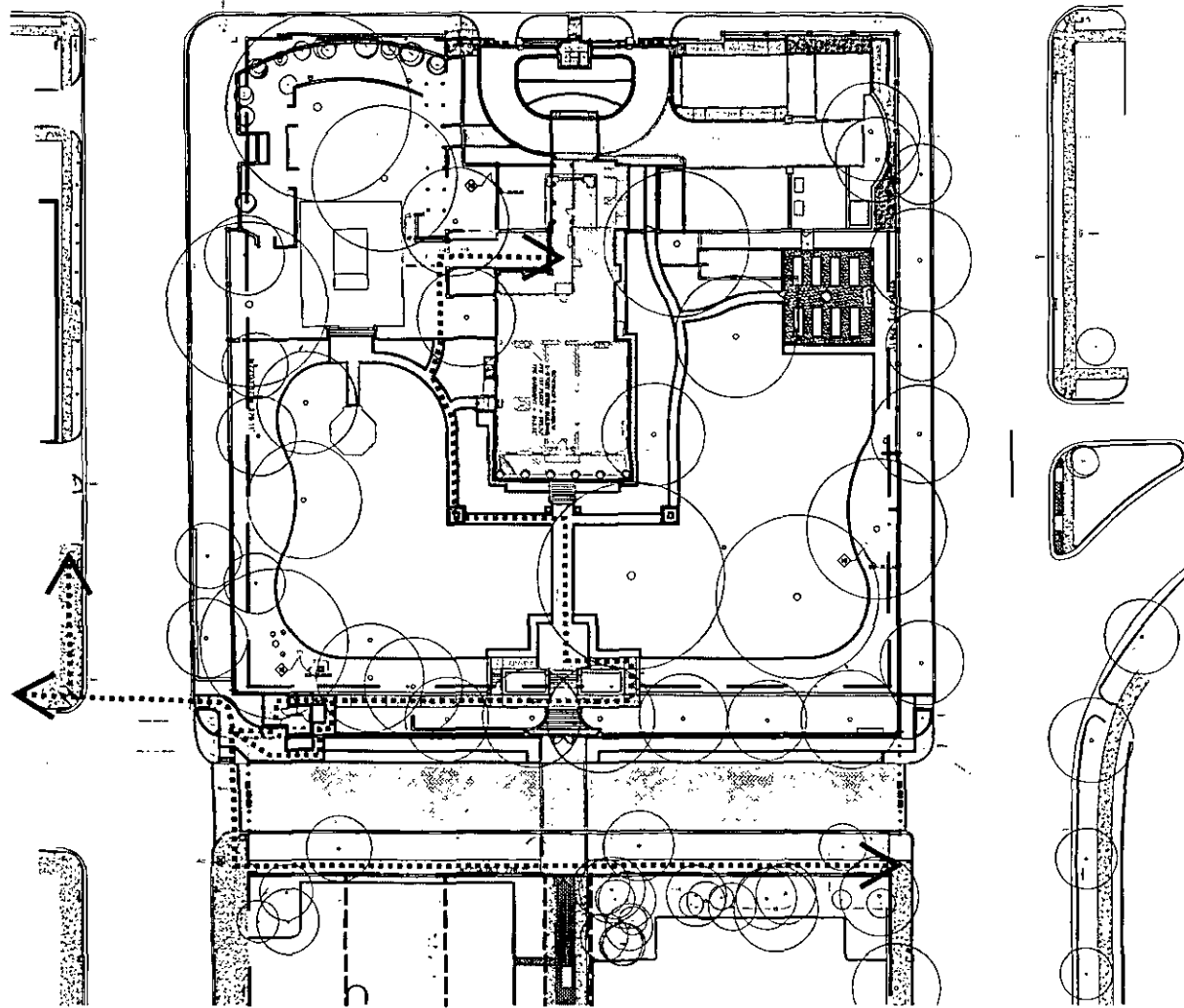




1 ENTRANCE GATE PANEL
ELEVATION

SCALE: 1"=1'-0"

TBG PARTNERS
 101 South Maple, Building 2
 Suite 200, Aurora, Texas 78001
 Tel: 512.327.1011
 Fax: 512.327.0488



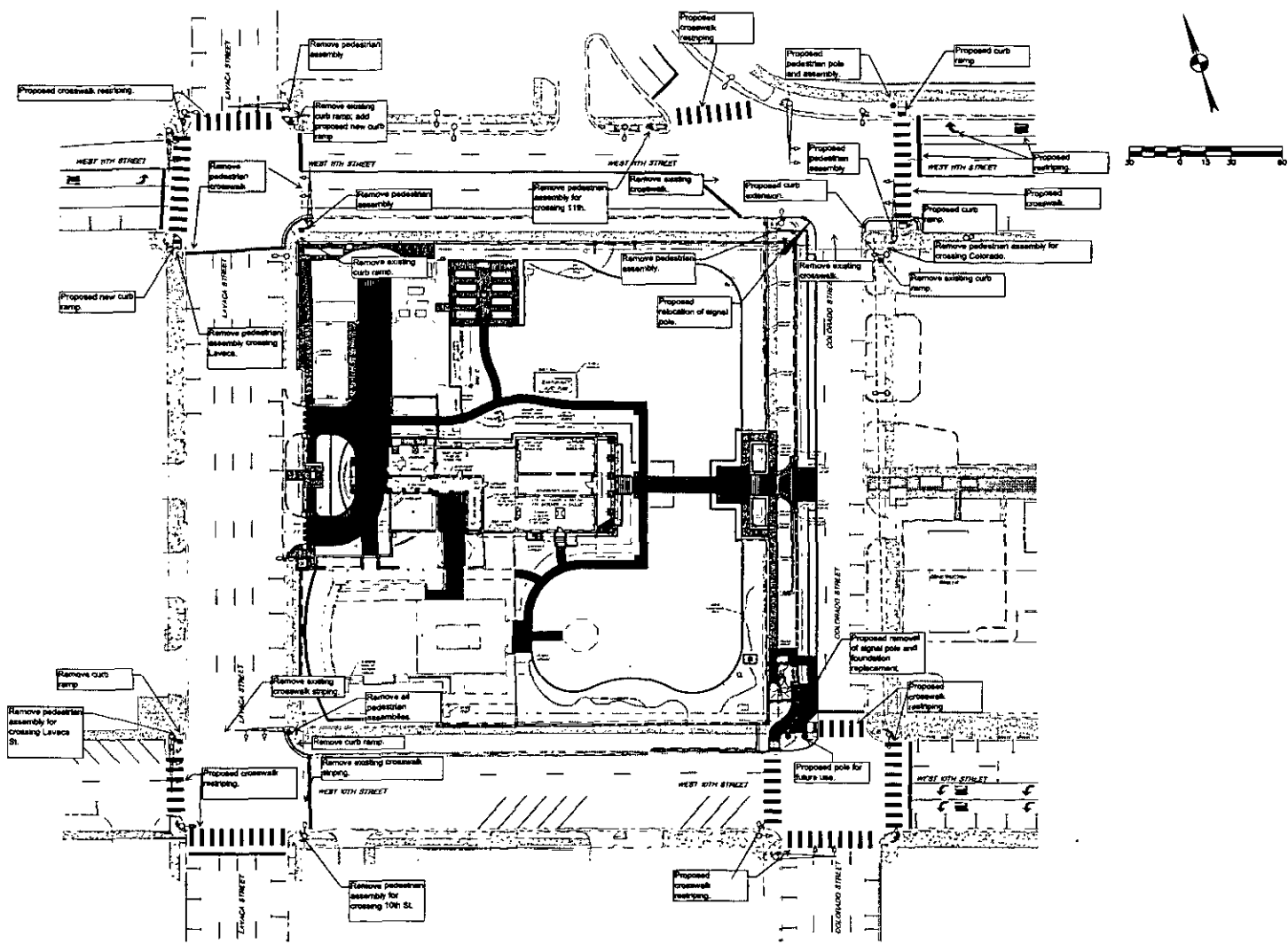
..... ADA ROUTE



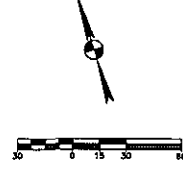
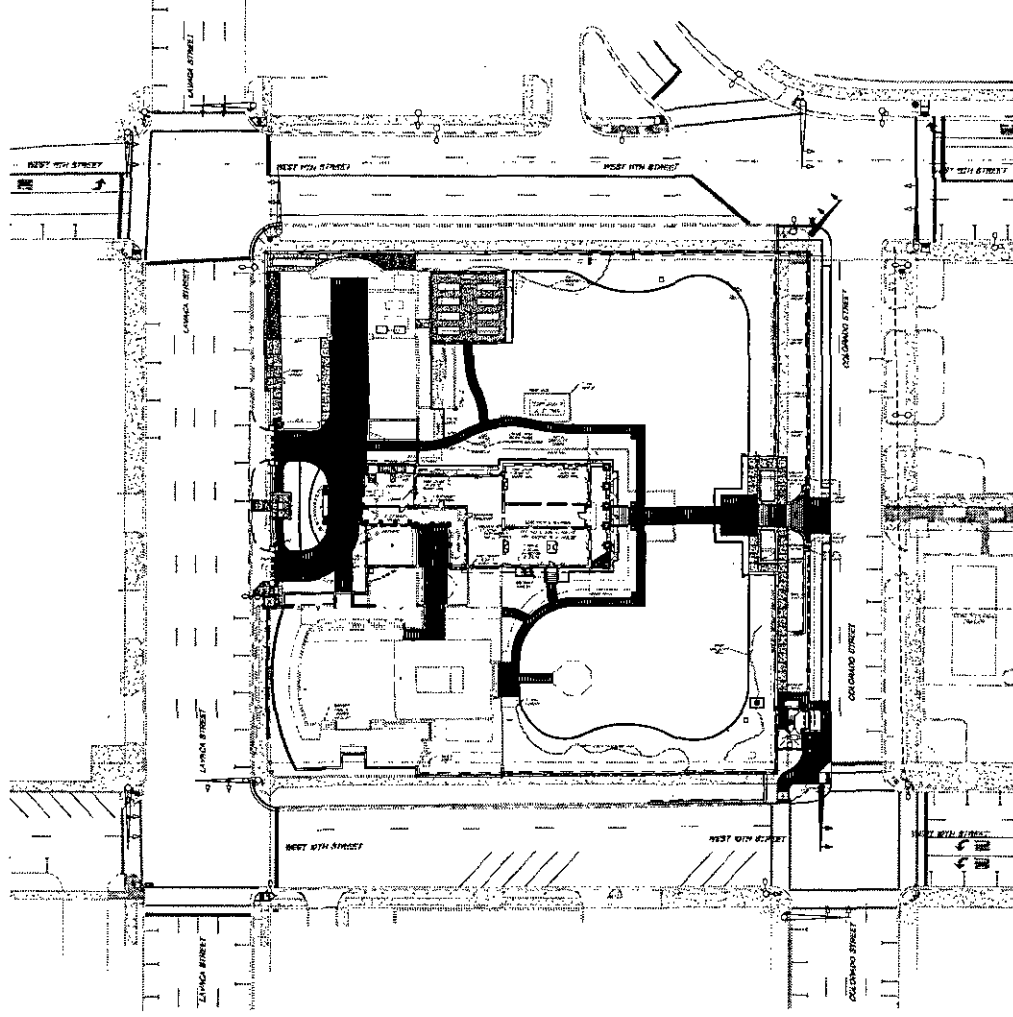
GOVERNOR'S MANSION- COLORADO STREET
 ACCESSIBLE ROUTE



April 21, 2011
 This drawing is for informational purposes only and is not to be used for construction.



DRAWN BY: DA		TRAFFIC SIGNAL DESIGN	OVERALL PROPOSED CONDITIONS	Bury+Partners ENGINEERING SOLUTIONS 311 West 10th Street, Suite 200 Austin, Texas 78701 Tel: (512) 477-1111 Fax: (512) 477-1112 www.burypartners.com
CHECKED BY: AR				
REVIEWED BY: AR				
PROJECT NO: 21-05-01		THIS DOCUMENT IS RELEASED BY THE AUTHORITY OF THE TEXAS DEPARTMENT OF TRANSPORTATION. IT IS NOT TO BE USED FOR ANY OTHER PROJECT, CONSTRUCTION, BIDDING, OR IMPACT PURPOSES.		



Bury-Partners
 10000 N. Loop West, Suite 100
 Dallas, Texas 75243
 Tel: 214.343.1000
 Fax: 214.343.1001
 www.bury-partners.com

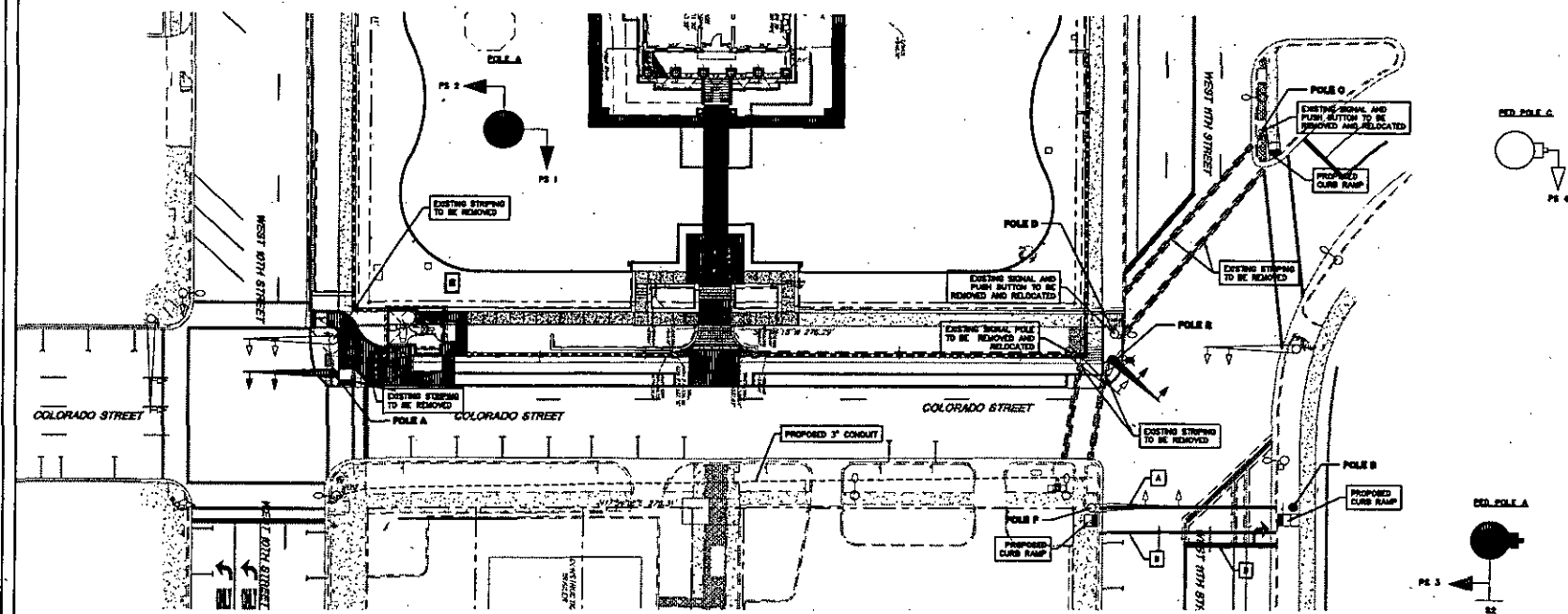
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 OR FIELD PURPOSES.

OVERALL PROPOSED CONDITIONS

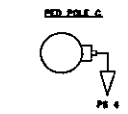
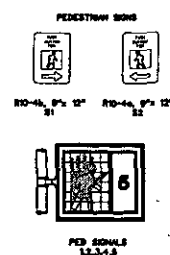
TRAFFIC SIGNAL DESIGN TEXAS GOVERNOR'S MANSION INTERIOR RESTORATION PROJECT

DESIGNED BY: CA
 PREPARED BY: AR
 REVIEWED BY: AR
 PROJECT NO.: 2148-01

SHEET
5



- LEGEND**
- EXISTING PUSH BUTTON
 - EXISTING PEDESTRIAN SIGNAL
 - EXISTING SIGNAL BOX
 - EXISTING TRAFFIC SIGNAL CONTROLLER
 - EXISTING TRAFFIC POLE AND MASTER ARM
 - EXISTING SIGNAL HEAD
 - EXISTING LAMINATE
 - PROPOSED PUSH BUTTON
 - PROPOSED PEDESTRIAN SIGNAL
 - PROPOSED SIGNAL BOX
 - PROPOSED TRAFFIC POLE AND MASTER ARM
 - PROPOSED SIGNAL HEAD
 - PROPOSED LAMINATE



Bury+Partners
ARCHITECTS
1000 N. GILBERT
SUITE 100
DALLAS, TEXAS 75201
TEL: 214.760.1000
FAX: 214.760.1001
WWW.BURY+PARTNERS.COM

PROPOSED
TRAFFIC SIGNAL DESIGN
COLORADO STREET
TEXAS GOVERNORS MANSION
INTERIOR RESTORATION PROJECT

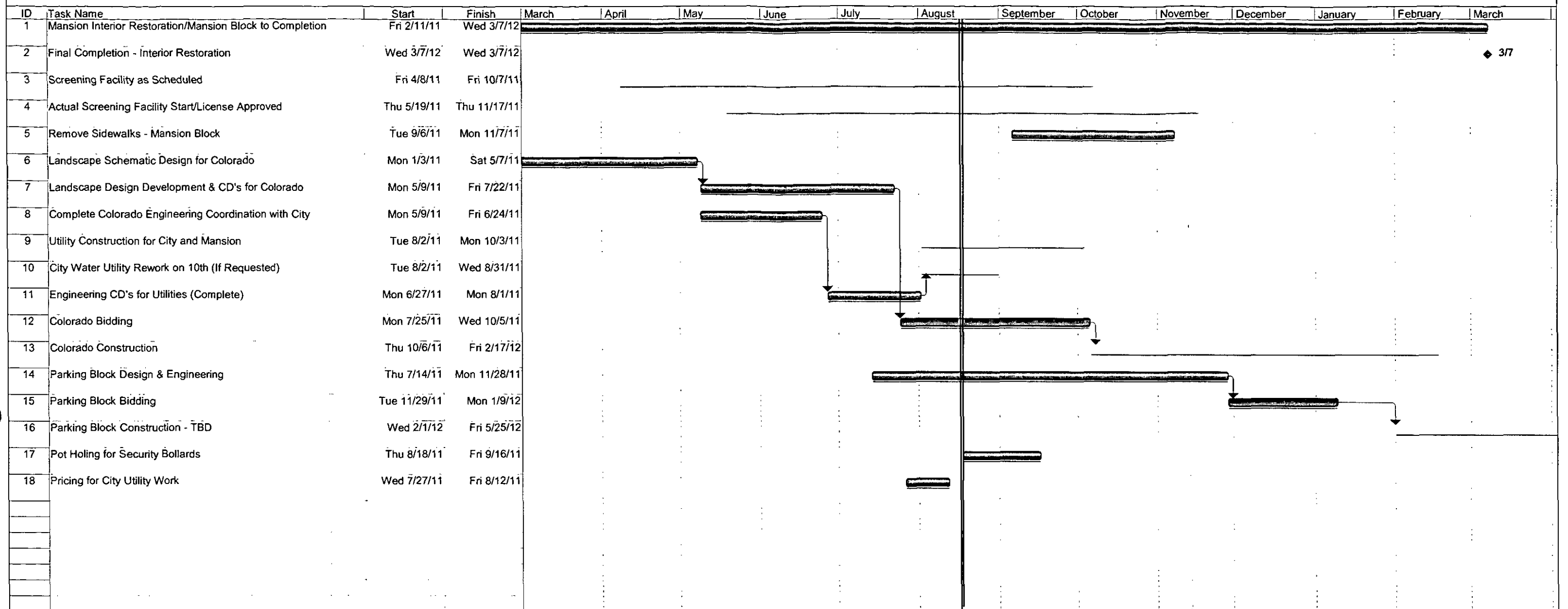
TRAFFIC SIGNAL DESIGN
COLORADO STREET
TEXAS GOVERNORS MANSION
INTERIOR RESTORATION PROJECT

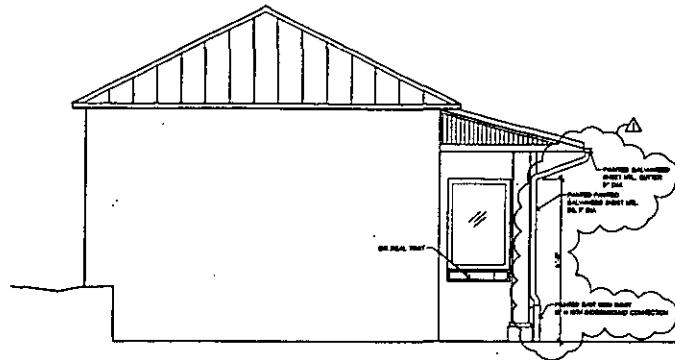
TRAFFIC SIGNAL DESIGN
COLORADO STREET
TEXAS GOVERNORS MANSION
INTERIOR RESTORATION PROJECT

SHEET 7

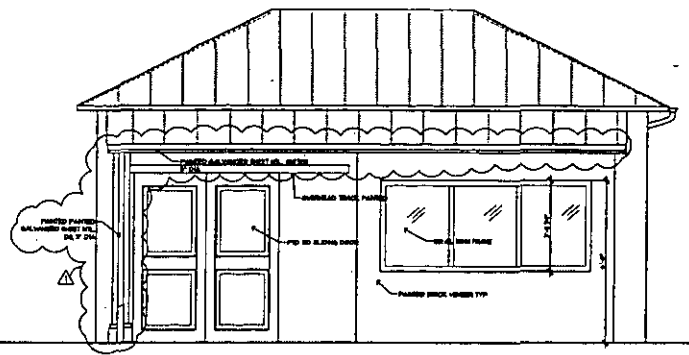
Governor's Mansion Restoration
Program Schedule for the
Colorado Street Initiative that
incorporates the City and State
ROW Improvements.

Red: Design **Green: Bidding**
Blue: Changes since 7/15/11 Schedule for City

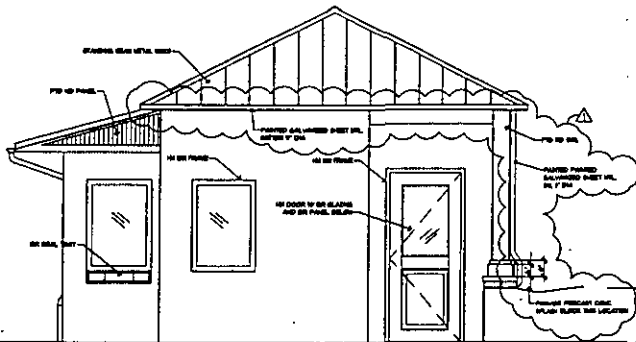




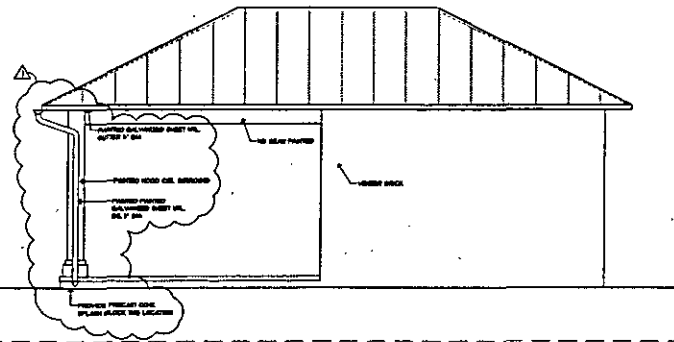
1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



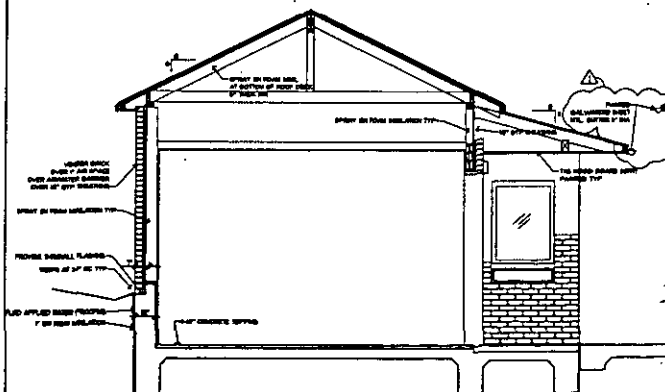
2 EAST ELEVATION
SCALE: 1/4" = 1'-0"



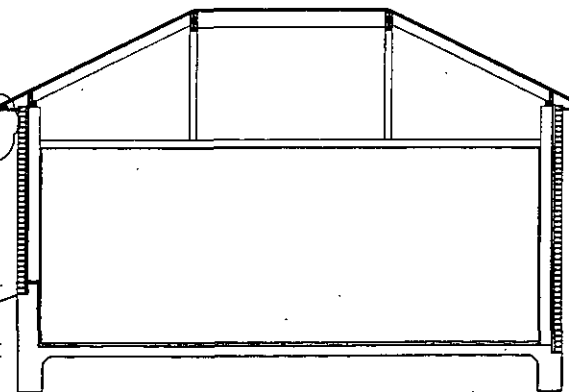
3 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



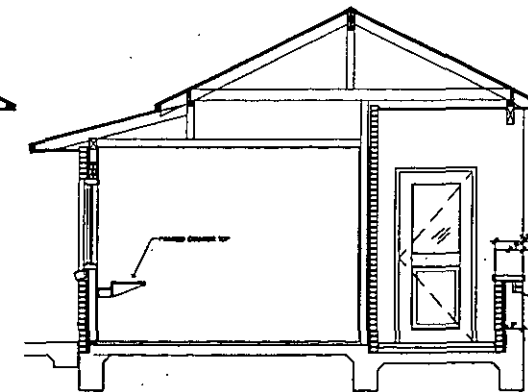
4 WEST ELEVATION
SCALE: 1/4" = 1'-0"



5 SECTION
SCALE: 1/4" = 1'-0"



6 SECTION
SCALE: 1/4" = 1'-0"



7 SECTION
SCALE: 1/4" = 1'-0"

2/10/11 POSTED SET - ISSUED FOR CONSTRUCTION

TEXAS GOVERNOR'S MANSION
INTERIOR RESTORATION PROJECT
with Governor's Mansion Grounds Project
1010 COLORADO STREET
AUSTIN, TEXAS

FORD
POWELL
& CARSON
ARCHITECTS & PLANNERS, INC.

Preparation
Planning
Architectural
Interior Design

1100 East Congress Street
Austin, Texas 78701



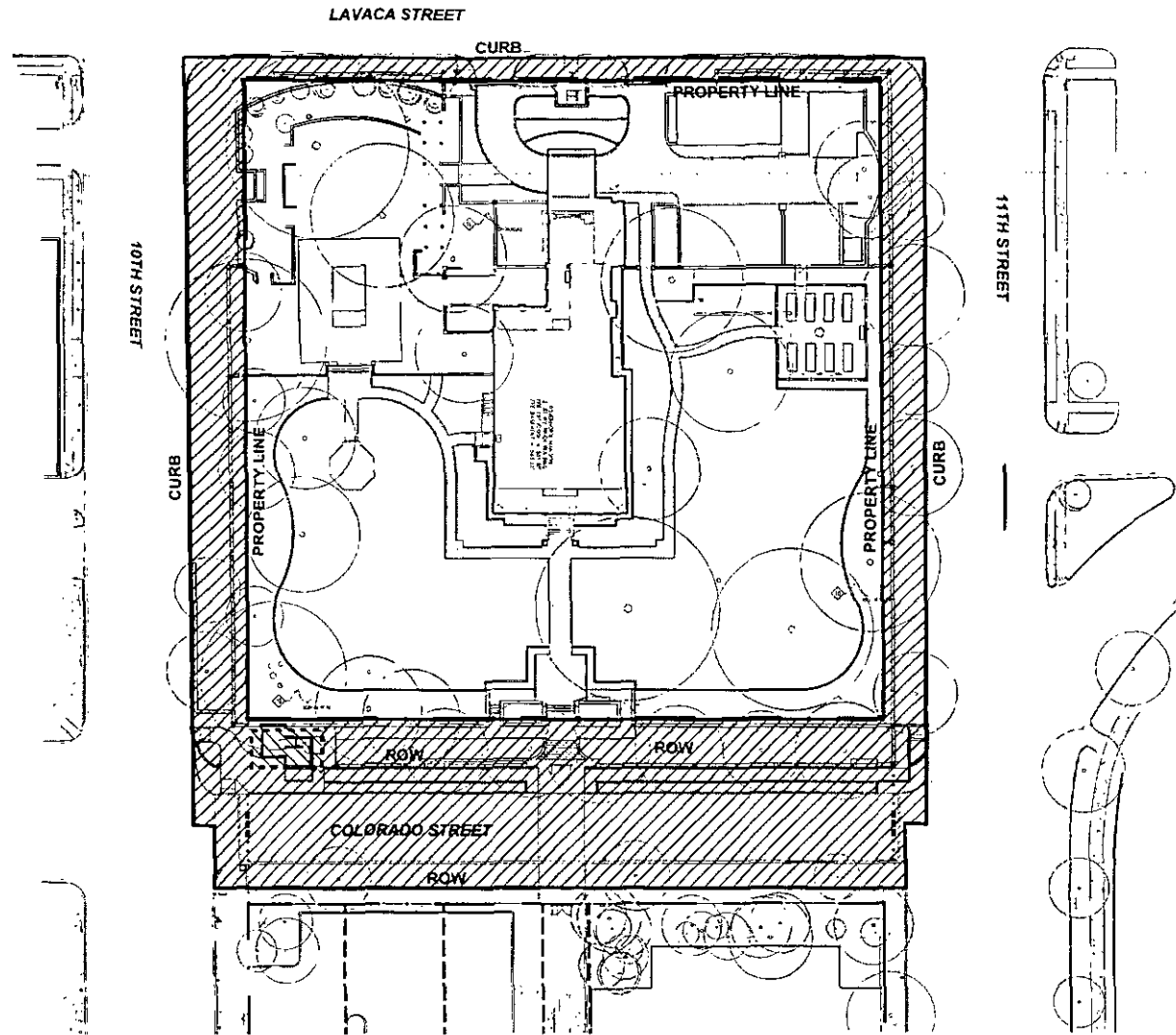
Revision
Mark Code Description

Revision	Mark Code	Description
1	A	ISSUED FOR CONSTRUCTION

Project Number
67263
Date
02.10.2011

SHEDDING
FACILITY

Sheet number
AF301



GOVERNOR'S MANSION
 RELEVANT EASEMENTS

ORIGINAL
FILED FOR RECORD

Right of Way Encroachment
License Agreement No. #WP 451-1104

The City of Austin, a home-rule municipal corporation located in Hays, Travis and Williamson Counties, State of Texas, ("City") acting through its duly authorized agent the City Manager or designee, who for purposes of this Agreement is the Officer, Real Estate Services Division, Contract and Land Management Department, City of Austin, ("Property Manager"), and State Preservation Board, ("Licensee"), enter into this License Agreement ("Agreement") on June 6, 2011, upon the terms and conditions set forth below.

1. **Premises.** The City grants Licensee the right to use 759 square feet as shown on the attached and incorporated Exhibit A ("Property Description") and B ("Sketch"), ("Licensed Property") out of the right-of way within Colorado (the "Right-of-Way"), adjacent to Block 125, Original City of Austin, conveyed to Texas Public Finance Authority, Deed of record in Document No. 2001006412 of the Public Records of Travis County, Texas, adjoining 1010 Colorado Street (the "Adjacent 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 security screening facility (slab on grade/steel framed building) within Colorado Street, of the size and in the method shown on the attached and incorporated Exhibit C (Specifications) (collectively called 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, including irrigation systems that may be removed, altered, damaged or destroyed as a result of the City's use, maintenance, and repair of the Right of Way.

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 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 License 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 Section 2 Purpose, subject to earlier termination as set out in Section 10 Termination.

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, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property, which improvements are collectively called "Facilities" herein.

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 Adjacent Land.** This Agreement, until its expiration or revocation, runs as a covenant on the land adjoining the Licensed 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 30 days written notice to the adjoining landowners that are burdened by the Covenant.
- 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 utilities, traffic control devices, or streetlights is complete, Licensee must repair or replace any damaged Improvements such that pedestrian safety and accessibility within the Right-of-Way is reestablished within 48 hours.
- E. **Security Deposits.** Licensee is not required to post a security deposit.
- F. **Special Provisions.** AWU- Owner/Contractor will be liable for damages to any existing utilities as a result of the proposed improvements. The Austin Water Utility is to retain all rights within the right of way/easement area and will not be liable for any damages in conjunction with the operation and maintenance of W/WW utilities. The existing 2" water service line to the existing water meter(s) at the Governor's Mansion must be adjusted prior to the completion of the Security Screening Facility,

and/or adjusted and reconnected to the future 12" water line associated with the Colorado Street Reconstruction and Utility Adjustment from 3rd to 10th Street West Project.

The Watershed Engineering Division has no objection to this license agreement subject to the following conditions:

1. The owner is responsible for maintenance, replacement, and upgrades to any structures placed in the ROW/easement;
 2. The owner must remove all structures if they are determined to obstruct the flow of water or otherwise have a negative impact on drainage.
- G. Recording. City will file both the License Agreement and an Affidavit of License in the Travis County Public Records to inform all future owners of any interest in the Property of the existence of this License Agreement and the obligations thereunder.
8. Insurance. Licensee is a governmental body and does not maintain commercial general liability insurance coverage.
9. INDEMNIFICATION. TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, 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 Licensee's adjacent property and the cost of such removal and disposal if the Licensee fails to timely pay these costs.
- 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 rights in the right-of-way;

2. Use of the right-of-way area 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 30 days written notice to Licensee, maintenance or alteration to the Improvements necessary to alleviate a danger to the public has not been made;
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, timely paying the annual fee or properly and timely maintain the Improvements.
6. Despite 30 days written notice to Licensee, Licensee has not provided Certificates of Insurance to the Property Manager.
7. Licensee fails to properly and timely maintain the Improvements as set out in Section 7.

The City may not terminate this License without notifying Licensee and Landowner of Licensee's default and City's intent to terminate this License. Licensee will then be granted at least 30 days to cure or remedy the default; provided, however, that if a default is based on a health and safety claim, the cure period may be less than 30 days, as set out in the notice of the default.

C. **Termination by Abandonment.** If Licensee abandons or fails to maintain the Licensed Property, and the Property Manager receives no substantive response within 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:

If to City:

Transportation Department
Right of Way Management Division
505 Barton Springs Rd., Suite 850
Austin, TX 78704
Phone: 512-974-7180
Fax: 512-974-5617

If to Licensee:

State Preservation Board
201 E. 14th Street, 9th Floor
Austin, TX 78701
Phone: 512-236-1052
Fax: 512-236-1736

15. **Default.** If Licensee fails to provide certificates of insurance, maintain the Licensed Property, comply with the requirements of Section 7, or otherwise comply with the terms or conditions herein, then the Property Manager shall give Licensee written notice as set out in Section 14 Notice. Licensee will have 30 days from the date of such notice to take action to remedy the failure complained of, or such lesser period if such is required, and, if Licensee does not satisfactorily remedy the same within that 30 day period, the City may remedy the default or contract to remedy the default. However, if the default is a monetary default, Licensee must cure that within 10 business days of notice. Licensee covenants to pay within 10 days of written demand by the Property Manager, all reasonable costs expenses incurred by the City in remedying the default.

Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

16. **Compliance with Laws.** Licensee covenants that all construction, installation, repair, maintenance, and removal of the Improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
17. **Interpretation.** Although drafted by the City, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
18. **Application of Law.** This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

Terms and Conditions Accepted on June 6, 2011.

CITY OF AUSTIN, a Texas home rule municipal corporation

Approved as to Form:

[Signature]
Assistant City Attorney

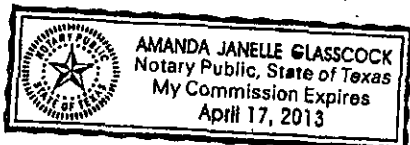
By: [Signature]
Lauraine Rizer, Officer
Real Estate Services Division
Contract and Land Management Department

LICENSEE:
State Preservation Board

By: [Signature]
John Sneed, Executive Director of the State
Preservation Board.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 6th, 2011, by
Lauraine Rizer, Officer, Real Estate Services Division, Contract and Land Management Department,
City of Austin, a Texas municipal corporation, on behalf of said corporation.

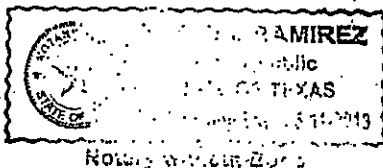


[Signature]
Notary Public, State of Texas

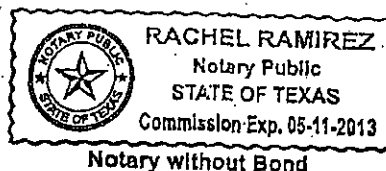
STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned Notary Public of the State of Texas, on this day personally
appeared John Sneed, Executive Director, of State Preservation Board, known to me to be the
person whose name is subscribed to the foregoing instrument and acknowledged to me that he
executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of May, A.D. 2011.



[Signature]
Notary Public, State of Texas



Landowner Consent:

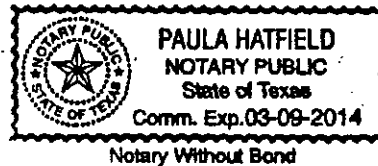
Landowners, Texas Public Finance Authority, consent to this License Agreement by signing this License on May 26 2011.

By [Signature]
Name: Dwight Burns
Title: Executive Director

State of Texas §
County of Tarrant §

This instrument was acknowledged before me on May 26 2011, by Dwight Burns, of Texas Public Finance Authority, a [state] agency corporation, on behalf of said corporation.

Paula Hatfield
Notary Public, State of Texas



FWP 451-1104

EXHIBIT " _ "

(LICENSE AGREEMENT)

759 SQUARE FEET
 COLORADO STREET ADJACENT TO
 BLOCK 125, ORIGINAL CITY OF AUSTIN

FN NO. 11-105(ACD)
 APRIL 8, 2011
 BPI JOB NO. 1648-04

DESCRIPTION

OF A 759 SQUARE FOOT TRACT OUT OF THE COLORADO STREET RIGHT-OF-WAY (80' R.O.W.) LYING ADJACENT TO BLOCK 125, ORIGINAL CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT ON FILE AT THE TEXAS GENERAL LAND OFFICE, SAID BLOCK 125 HAVING BEEN CONVEYED TO TEXAS PUBLIC FINANCE AUTHORITY, BY DEED OF RECORD IN DOCUMENT NO. 2001006412, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 759 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 1/2-inch iron rod found at the intersection of the westerly right-of-way line of said Colorado Street and the northerly right-of-way line of West 10th Street (80' R.O.W.), being the southeasterly corner of said Block 125, from which a PK Nail found at the intersection of the southerly right-of-way line of said West 10th Street and said westerly right-of-way line of Colorado Street, being the northeasterly corner of Block 109, of said Original City of Austin, bears S17°50'37"W, a distance of 80.06 feet;

THENCE, N17°54'18"E, along the easterly line of said Block 125, being said westerly right-of-way line of Colorado Street, a distance of 1.31 feet to a calculated point for the POINT OF BEGINNING and southwesterly corner hereof;

THENCE, N17°54'18"E, continuing along the easterly line of said Block 125, being said westerly right-of-way line, for the westerly line hereof; a distance of 34.33 feet to a calculated point for the northwesterly corner hereof, from which a calculated point in the corner of a storm sewer grate at the intersection of said westerly right-of-way line and the southerly right-of-way line of West 11th Street (80' R.O.W.), being the northeasterly corner of said Block 125, bears N17°54'18"E, a distance of 240.64 feet;

THENCE, leaving the easterly line of said Block 125, over and across said Colorado Street right-of-way, for the northerly, easterly, and southerly lines hereof, the following three (3) courses and distances:

- 1) S72°05'30"E, a distance of 22.10 feet to a calculated point, for the northeasterly corner hereof;
- 2) S17°54'18"W, a distance of 34.33 feet to a calculated point, for the southeasterly corner hereof;

EX. A, page 2 of 2

F# WP 451-1104


FN NO. 11-105(ACD)
APRIL 8, 2011
PAGE 2 OF 3

3) N72°05'30"W, a distance of 22.10 feet to the POINT OF BEGINNING, and containing 759 square feet (0.017 acre) of land, more or less, within these metes and bounds.

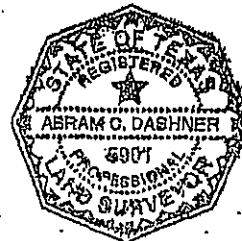
BEARING BASIS: THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STREET AS SHOWN ON THE SURVEY OF BLOCK 125 PERFORMED BY SIMPSON-LENZ AND ASSOCIATES, DATED AUGUST 28, 1996.

I, ABRAM C. DASHNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A SURVEY SKETCH PLAT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERING SOLUTIONS
221 WEST SIXTH ST., SUITE. 600
AUSTIN, TEXAS 78701


ABRAM C. DASHNER
NO. 5901
STATE OF TEXAS

REFERENCES
TCAD MAP. NO. 2-0801
AUSTIN GRID J-22



EX. B, page 1 of 1

