



Amendment No. 12
to
Contract No. NA080000192
for
Landscape Liability and Maintenance of Public Right of Way
between
Circle C Homeowners Association
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 5, 2020 through August 4, 2021.
- 2.0 The total contract amount is increased by \$17,600.00 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|---|----------------------------|-----------------------|
| Initial Term: 08/15/2008 (Payments for 2008) | \$17,600.00 \$17,600.00 | \$35,200.00 |
| Amendment No. 1: Add 2009 08/05/2009 – 08/04/2010 | \$17,600.00 | \$52,800.00 |
| Amendment No. 2: Add 2010 08/05/2010 – 08/04/2011 | \$17,600.00 | \$70,400.00 |
| Amendment No. 3: Add 2011 08/05/2011 – 08/04/2012 | \$17,600.00 | \$88,000.00 |
| Amendment No. 4: Add 2012 08/05/2012 – 08/04/2013 | \$17,600.00 | \$105,600.00 |
| Amendment No. 5: Add 2013 08/05/2013 – 08/04/2014 | \$17,600.00 | \$123,200.00 |
| Amendment No. 6: Add 2014 08/05/2014 – 08/04/2015 | \$17,600.00 | \$140,800.00 |
| Amendment No. 7: Add 2015 08/05/2015 – 08/04/2016 | \$17,600.00 | \$158,400.00 |
| Amendment No. 8: Add 2016 08/05/2016 – 08/04/2017 | \$17,600.00 | \$176,000.00 |
| Amendment No. 9: Add 2017 08/05/2017 – 08/04/2018 | \$17,600.00 | \$193,600.00 |
| Amendment No. 10: Add 2018 08/05/2018 – 08/04/2019 | \$17,600.00 | \$211,200.00 |
| Amendment No. 11: Add 2019 08/05/2019 – 08/04/2020 | \$17,600.00 | \$228,800.00 |
| Amendment No. 12: Add 2020 08/05/2020 – 08/04/2021 | \$17,600.00 | \$246,400.00 |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Cyrenthia Ellis

Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin,
ou=Procurement Office,
email=Cyrenthia.Ellis@austintexas.gov, c=US
Date: 2020.07.16 09:53:02 -0500

Sign/Date:

Cyrenthia Ellis

Procurement Manager

City of Austin - Purchasing Office

124 West Street, Suite 310

Austin, Texas 78701




Amendment No. 11
to
Contract No. NA080000192
for
Landscape Liability and Maintenance of Public Right of Way
between
Circle C Homeowners Association
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 5, 2019 through August 4, 2020.
- 2.0 The total contract amount is increased by \$17,600.00 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|---|---------------|-----------------------|
| Initial Term: | \$17,600.00 | |
| 08/15/2008 (Payments for 2008) | \$17,600.00 | \$35,200.00 |
| Amendment No. 1: Add 2009 08/05/2009 – 08/04/2010 | \$17,600.00 | \$52,800.00 |
| Amendment No. 2: Add 2010 08/05/2010 – 08/04/2011 | \$17,600.00 | \$70,400.00 |
| Amendment No. 3: Add 2011 08/05/2011 – 08/04/2012 | \$17,600.00 | \$88,000.00 |
| Amendment No. 4: Add 2012 08/05/2012 – 08/04/2013 | \$17,600.00 | \$105,600.00 |
| Amendment No. 5: Add 2013 08/05/2013 – 08/04/2014 | \$17,600.00 | \$123,200.00 |
| Amendment No. 6: Add 2014 08/05/2014 – 08/04/2015 | \$17,600.00 | \$140,800.00 |
| Amendment No. 7: Add 2015 08/05/2015 – 08/04/2016 | \$17,600.00 | \$158,400.00 |
| Amendment No. 8: Add 2016 08/05/2016 – 08/04/2017 | \$17,600.00 | \$176,000.00 |
| Amendment No. 9: Add 2017 08/05/2017 – 08/04/2018 | \$17,600.00 | \$193,600.00 |
| Amendment No. 10: Add 2018 08/05/2018 – 08/04/2019 | \$17,600.00 | \$211,200.00 |
| Amendment No. 11: Add 2019 08/05/2019 – 08/04/2020 | \$17,600.00 | \$228,800.00 |

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- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.


Sign/Date:
Matthew Zambrano
Procurement Manager

City of Austin - Purchasing Office
124 West Street, Suite 310
Austin, Texas 78701



Amendment No. 10
to
Contract No. NA080000192
for
Landscape Liability and Maintenance of Public Right of Way
between
Circle C Homeowners Association
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 5, 2018 through August 4, 2019.
- 2.0 The total contract amount is increased by \$17,600 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|---|----------------------------|-----------------------|
| Initial Term: 08/15/2008 (Payments for 2008) | \$17,600.00 \$17,600.00 | \$35,200.00 |
| Amendment No. 1: Add 2009 08/05/2009 – 08/04/2010 | \$17,600.00 | \$52,800.00 |
| Amendment No. 2: Add 2010 08/05/2010 – 08/04/2011 | \$17,600.00 | \$70,400.00 |
| Amendment No. 3: Add 2011 08/05/2011 – 08/04/2012 | \$17,600.00 | \$88,000.00 |
| Amendment No. 4: Add 2012 08/05/2012 – 08/04/2013 | \$17,600.00 | \$105,600.00 |
| Amendment No. 5: Add 2013 08/05/2013 – 08/04/2014 | \$17,600.00 | \$123,200.00 |
| Amendment No. 6: Add 2014 08/05/2014 – 08/04/2015 | \$17,600.00 | \$140,800.00 |
| Amendment No. 7: Add 2015 08/05/2015 – 08/04/2016 | \$17,600.00 | \$158,400.00 |
| Amendment No. 8: Add 2016 08/05/2016 – 08/04/2017 | \$17,600.00 | \$176,000.00 |
| Amendment No. 9: Add 2017 08/05/2017 – 08/04/2018 | \$17,600.00 | \$193,600.00 |
| Amendment No. 10: Add 2018 08/05/2018 – 08/04/2019 | \$17,600.00 | \$211,200.00 |

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- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Beatrice Washington
Beatrice Washington, Contract Management Specialist III

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

August 5, 2008

Circle C Homeowners Association
PO Box 163541
Austin, TX 78716

The City Council Approved had approved a contract your association in 2000 for LANDSCAPE LIABILITY (GROUNDS MAINTENANCE) in accordance with the Public Works and Real Estate Department. The Current Management of this contract is the Parks and Recreation Department in accordance with the referenced solicitation.

| | |
|-----------------------------------|--|
| Responsible Department: | PARD |
| Department Contact Person: | Angela Means |
| Department Contact Email Address: | angela.means@ci.austin.tx.us |
| Department Contact Telephone: | 512-974-6732 |
| Project Name: | LANDSCAPE LIABILITY AND MAINTENANCE |
| Contractor Name: | Circle C Homeowner's Association |
| Contract Number: | MA - NA080000192 |
| Contract Period: | August 5, 2008 through August 4, 2012 |
| Extension Options: | One 5-year extension period |
| Requisition Number: | RQM 860008073000893 |
| Solicitation Number: | Real Estate Agreement (Settlement Agreement) |
| Agenda Item Number: | No.86 |
| Council Approval Date: | March 23, 2000 |

A copy of the contract/purchase order will be forwarded by mail.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Cruz Banda, Buyer II
Purchasing Office
Finance and Administrative Service Department

cc:

COPY

STATE OF TEXAS

COUNTY OF TRAVIS

§
§ 01-08-2002 03:58 PM 2002005252
BENAVIDESV \$47.00
§ DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

**AGREEMENT FOR LANDSCAPE LIABILITY
AND MAINTENANCE OF PUBLIC RIGHT-OF-WAY**

The City of Austin, a home-rule city, municipal corporation, and political subdivision of the State of Texas, ("CITY"), and CIRCLE C HOMEOWNER'S ASSOCIATION, ("CORPORATION"), enter into this Agreement for the encroachment and maintenance of landscaping and irrigation systems into the public right-of-way ("Right-of-Way") described in the attached Exhibit "A" and for the maintenance of other public facilities, infrastructure and lands as set out herein, as contemplated in the Settlement between the City of Austin and the Circle C Homeowners' Associations ("Settlement Agreement"), approved by the Austin City Council on March 23, 2000. This Agreement is in satisfaction of certain terms of the Settlement Agreement, and amends and replaces a prior Agreement for Landscape Liability and Maintenance of Public Right-of-Way, between the CORPORATION, the CITY, and TRAVIS COUNTY.

I.

The CORPORATION acknowledges that the Right-of-Way covered by this Agreement constitutes portions of public streets and agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with police, traffic, building, health, and other applicable regulations of the CITY in force at the time said construction and maintenance is performed. Further, the CORPORATION acknowledges that the other facilities, infrastructure and lands covered by this Agreement constitute portions of public property and agree that all construction and maintenance permitted by this Agreement shall be done in compliance with police, traffic, building, health and other applicable regulations of the CITY in force at the time said construction and maintenance is performed.

The CORPORATION is only authorized to perform installation and maintenance of certain landscaping in appropriate areas of the Right-of-Way listed in Exhibit "A". The CORPORATION shall have the right to amend Exhibit "A" for the sole purpose of adding Right-of-Way as future areas are final platted and filed in the Travis County public records in order to add areas where the CORPORATION may be maintaining landscaping in specific Right-of-Way. The CORPORATION shall submit a written request to the City describing the area to be added to Exhibit "A". The City shall have sixty (60) days to approve. If the City does not respond within sixty (60) days then the request is deemed approved. If the City denies the request, the City must have reasonable cause for denial. The City and the CORPORATION shall make a best faith effort to resolve any denied request. Only areas located within the territory identified on the attached Exhibit "E" may be added to Exhibit "A".

ORIGINAL
FILED FOR RECORD

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**AGREEMENT FOR LANDSCAPE LIABILITY
AND MAINTENANCE OF PUBLIC RIGHT-OF-WAY**

The City of Austin, a home-rule city, municipal corporation, and political subdivision of the State of Texas, ("CITY"), and CIRCLE C HOMEOWNER'S ASSOCIATION, ("CORPORATION"), enter into this Agreement for the encroachment and maintenance of landscaping and irrigation systems into the public right-of-way ("Right-of-Way") described in the attached Exhibit "A" and for the maintenance of other public facilities, infrastructure and lands as set out herein, as contemplated in the Settlement between the City of Austin and the Circle C Homeowners' Associations ("Settlement Agreement"), approved by the Austin City Council on March 23, 2000. This Agreement is in satisfaction of certain terms of the Settlement Agreement, and amends and replaces a prior Agreement for Landscape Liability and Maintenance of Public Right-of-Way, between the CORPORATION, the CITY, and TRAVIS COUNTY.

I.

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The CORPORATION is only authorized to perform installation and maintenance of certain landscaping in appropriate areas of the Right-of-Way listed in Exhibit "A". The CORPORATION shall have the right to amend Exhibit "A" for the sole purpose of adding Right-of-Way as future areas are final platted and filed in the Travis County public records in order to add areas where the CORPORATION may be maintaining landscaping in specific Right-of-Way. The CORPORATION shall submit a written request to the City describing the area to be added to Exhibit "A". The City shall have sixty (60) days to approve. If the City does not respond within sixty (60) days then the request is deemed approved. If the City denies the request, the City must have reasonable cause for denial. The City and the CORPORATION shall make a best faith effort to resolve any denied request. Only areas located within the territory identified on the attached Exhibit "E" may be added to Exhibit "A".

II.

(a) The CORPORATION shall hold harmless and indemnify the CITY and its officers, agents, and employees against any and all claims, losses, damages, causes of action, suits, including attorneys' fees, court costs and expenses of litigation and liability for personal injury, death, or damage to any person or property, wherever situated, whether totally or partially the fault of the CORPORATION, which arises from: (1) the execution of this Agreement, (2) the installation by the CORPORATION of the landscape improvements and irrigation systems, (3) the CORPORATION'S actions or inactions, lawful or unlawful, in maintaining, repairing, or replacing the landscape improvements and in maintaining and using the irrigation system located in the Right-of-Way, or (4) the maintenance, repair, or replacement of landscape improvements or irrigation systems or other public property by the CITY pursuant to Section III, IV or VIII of this Agreement.

It is the expressed intention of the parties hereto that the indemnity provided for herein constitutes an Agreement by the CORPORATION to indemnify and protect the CITY from the consequences of the CITY's own negligence, whether that negligence is a sole or a concurring cause of the injury, death, or damage IF AND ONLY IF the CITY's liability is based upon:

- (1) The CITY's alleged negligence, by virtue of entering into this Agreement, in allowing the CORPORATION to undertake the activity giving rise to the claim; or
- (2) The CITY's alleged negligence in maintaining, repairing, or replacing landscape improvement, irrigation systems, special pavement, project entrance signs, or pedestrian underpasses, when performed pursuant to Sections III or V of this Agreement.

The indemnity provided for herein shall not extend to liability, damages, or claims based upon the design, construction, repair and/or maintenance of the roadways, i.e., that portion of the Right-of-Way used for vehicular traffic.

(b) CORPORATION shall maintain insurance coverage covering activity performed under this Agreement. CORPORATION shall provide proof of required insurance upon request. The policy shall be a Commercial General Liability Insurance Policy and shall contain the following provisions at a minimum:

- (1) Blanket contractual liability coverage
- (2) Independent Contractors coverage
- (3) City listed as an additional insured, endorsement CG 2010
- (4) Thirty (30) Day Notice of Cancellation in favor of City endorsement CG 0205
- (5) Waiver of Transfer of Recovery Against Others in favor of City, endorsement CG 2404

- (6) Provide coverages A&B with minimum limits as follows: A combined bodily injury and property damage limit of \$1,000,000 per occurrence.
- (c) CORPORATION shall also require any subcontractor hired to perform any work authorized by this Agreement, to maintain insurance coverage including, at a minimum:
- (1) Workers' Compensation and Employers' Liability coverage with minimum policy limits for employers liability of \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.
 - (2) Underground (U) coverage shall be required. Explosion and collapse (X,C) coverage shall also be required when any subcontractor performs excavation, if such excavation exceeds an eight inch (8") depth necessary for the maintenance of irrigation systems.

CORPORATION shall provide proof of required subcontractor insurance upon request.

III.

Responsibility for maintenance, installation, and/or acquisition of the infrastructure, facilities and lands covered by this Agreement, issuance of a permit, and for reimbursement and payment of expenses between the parties is set out below.

(a) CORPORATION shall maintain all landscaping and irrigation systems placed in the Right-of-Way listed in the attached Exhibit "A" as amended from time to time, in accordance with generally accepted horticultural and engineering practice. CORPORATION shall keep the area free of debris and litter resulting from landscaping or other activities of the CORPORATION, and shall keep the area free of excess water from irrigation. Removal or replacement of dead or dying plants shall also be done by CORPORATION at its expense, as required by the CITY; such removal and/or replacement shall be completed no more than forty-five (45) days following receipt of a written request by the CITY to do so. Maintenance, repair, or replacement of the irrigation systems and payment of all water and other utility bills shall be the responsibility of CORPORATION. The CITY shall have no obligation to repair or replace landscaping or irrigation systems removed or damaged as a result of CITY construction upon or maintenance of the Right-of-Way to protect the public health, safety, or welfare. The City agrees, however, to use reasonable care to avoid or minimize such damage.

(b) All fire hydrants and traffic control sign poles may be maintained with exterior black paint color at the costs of the CCHoA.

(c) All street lights will continue to be installed throughout Circle C Ranch in accordance with the original design of the existing poles: all new installations will meet City

specifications and will be installed as a cost to the developer; and after installation will be maintained and operated by the City of Austin, and if there is damage to an existing street light or a need for additional street lights within the developed portion of Circle C Ranch, the City will pay the charge for a standard street light and the CCHoA will pay any costs above this base costs to secure a light pole that conforms to the original design.

(d) All new street signs located in Circle C Ranch will be constructed with black poles and black sign backgrounds, in accordance with the original design, letter size will conform to the City of Austin specifications, and all street signs will be paid for by the developer at the original installation and by the CCHoA for any replacement signs.

(e) A general maintenance permit (the "Permit") allowing repairs to the common areas owned or maintained by the CCHoA, will be granted by the City on or before December 31, 2001, and extending through December 31, 2002, and be renewed on an annual basis as long as terms of the Permit have been met by the CCHoA in the prior year; and all provisions in the Permit requiring that a letter of credit from the CCHoA be posted with the City will be waived by the City. The common areas owned or maintained by the CCHoA to be covered by the Permit shall consist of the rights-of-way, medians, and boulevards identified in Exhibit "A", and the area identified in Exhibit "B". CCHoA shall not perform any improvements, repairs or maintenance on park land without prior approval of the City Parks and Recreation Department, except as such improvements, repairs or maintenance are authorized in the General Maintenance Permit.

✓ (f) The City will pay to CCHoA annually, the City's cost to maintain at current levels the 2.5 acre tract of irrigated and highly maintained common area which abuts Slaughter Lane and is owned by the City as part of the Park (see depiction in Exhibit B attached hereto and made a part hereof), as determined on an annual basis by the City based upon estimates of the cost to the City to perform this work or to contract with a third party to perform the work, and the CCHoA will be responsible for the performance of this maintenance at current levels at its sole cost and expense.

✓ (g) The City will pay to CCHoA annually, the City's costs to mow the grassy areas contained in the approximately 462 acres of the Park (see depiction in Exhibit C attached hereto and made a part hereof) three (3) times per calendar year, as determined on an annual basis by the City based upon estimates of the cost to the City to perform this work or contract with a third party to perform the work, and the CCHoA will be responsible for mowing these areas at current levels at its sole cost and expense.

✓ (h) The City will pay to CCHoA annually, the City's cost to rough cut and weedeat all Circle C Ranch drainage areas that are located outside the currently maintained filtration/detention ponds and bioretention areas, being approximately twenty five (25) acres (see depiction in Exhibit D attached hereto and made a part hereof), three (3) times per calendar year, as calculated by the City at least annually based upon the cost to the City to perform this work or to contract with a third party to perform the work, and the CCHoA will be responsible for the performance of this work at its sole cost and expense.

IV.

CORPORATION shall be held liable for relocation or repair of any utilities damaged in the Right-of-Way, or on other public property, by the CORPORATION, its agents, employees, or contractors, and all costs resulting from such damage. CORPORATION shall not, however, be held liable for relocation of utilities ordered by the CITY in the exercise of its governmental authority and for reasons independent of CORPORATION'S actions. It shall further be the responsibility of CORPORATION to contact utilities for location or relocation of existing facilities before excavation and construction.

V.

DESPITE ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE CITY RETAINS THE RIGHT TO ENTER UPON THE RIGHT-OF-WAY AND OTHER PUBLIC PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO CORPORATION, TO REMOVE ANY IMPROVEMENTS OR ALTERATIONS AT CORPORATION'S EXPENSE WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE CITY'S RIGHTS OR DUTIES WITH RESPECT TO THE RIGHT-OF-WAY OR OTHER PUBLIC PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) PROTECTING THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE RIGHT-OF-WAY OR OTHER PUBLIC PROPERTY.

VI.

(a) CORPORATION agrees that removal or modification of any landscaping or irrigation systems now existing or to be later replaced shall be at CORPORATION'S reasonable expense. Said removal or modification shall be at CORPORATION'S sole discretion, except where otherwise provided by this Agreement. However, complete removal of all such improvements must be preceded by at least thirty (30) days: (1) public notice published in a newspaper of general circulation in the CITY, and (2) written notice to any properly incorporated property owners association which has furnished in writing to CORPORATION the name and address of its registered agent.

(b) This Agreement, until its expiration or revocation, shall (in the event that CORPORATION owns any real property in the area identified in Exhibit "E") be recorded in the Travis County real property records and shall thereafter run as a covenant against any real property in the area identified in Exhibit "E" owned by the CORPORATION, and the terms and conditions of this Agreement shall be binding on any subsequent owners or holders of such property; if the CORPORATION acquired any real property in the area identified in Exhibit "E", this Agreement, until its expiration or revocation, shall likewise thereafter be recorded as a covenant against such property. CORPORATION shall cause any immediate successors in interest to such property to have actual notice of this Agreement.

VII.

(a) Upon complete removal of the improvements permitted by this Agreement, this Agreement shall expire automatically. Improvements shall be considered removed when taken away from the Right-of-Way without intent to replace them, except replacement under Section III herein. Removal of landscape improvements shall be complete when the ground cover exclusive of grass or turf, shrubs and small trees have been removed. Once removed, improvements shall not be replaced without the consent of the CITY, except replacement under Section IV herein.

(b) CORPORATION may assign its rights and obligations under this Agreement only after: (1) giving written notice to the CITY, and (2) receiving approval from the CITY, which approval shall not be unreasonably withheld or delayed. Upon total assignment, no further obligation hereunder shall accrue against the CORPORATION.

(c) This Agreement shall be in effect following the date first executed, and continue for so long as the Right-of-Way or any portion thereof is used for the purposes set forth in this Agreement. If the CORPORATION abandons the use of the Right-of-Way, or other public areas, for the purposes set forth in this Agreement, then this Agreement shall terminate at the time of the abandonment; and the rights of the parties to enter upon the Right-of-Way shall be as though this Agreement had never been made. All installations of the CORPORATION not removed as provided in subsection (a) above shall be deemed property of the CITY as of the time abandoned where the CORPORATION has relinquished all its right, title, claim and possession to such without the intent of reclaiming or resuming ownership.

*Indefinite
agreement*

VIII.

(a) This Agreement may be revoked in whole or in part at any time by resolution of the City Council if such revocation is reasonably required by the public interest, after providing:

- (1) Written notice to CORPORATION;
- (2) Public Notice; and
- (3) An opportunity for objections to be heard.

(b) Subject to forty-five (45) days prior written notification to the CORPORATION or its successors in interest, this Agreement is revocable in whole or in part by the Director of the CITY Public Works Department if:

- (1) Maintenance or alteration necessary to alleviate a danger to the public has not been made within a reasonable time; or
- (2) Defects are not corrected within the forty-five (45) day notification period; or
- (3) The CORPORATION fails to comply with insurance requirements specified in Section II of this Agreement; or

- (4) Use of the Right-of-Way area becomes necessary for a public purpose.

(c) If the CORPORATION fails to maintain the Right-of-Way or other public property in accordance with Section III of this Agreement and the Director of Public Works received no substantive response, i.e., evidence of intent and ability to maintain, within forty-five (45) days following written notification to the CORPORATION, the Director of Public Works may revoke this Agreement in whole or in part, and/or remove all or a portion of the improvements.

(d) If the event giving rise to revocation relates only to a portion of the Right-of-Way or other public property, then this Agreement may be revoked only as to that portion of the Right-of-Way or other public property, and shall stay in force and effect to the remainder of the Right-of-Way.

THIS AGREEMENT IS TO BE PERFORMED IN TRAVIS COUNTY, TEXAS, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS.

IX.

(a) This Agreement amends and replaces a prior "Agreement for Landscape Liability and Maintenance of Public Right-of-Way," between the CORPORATION, the CITY, and TRAVIS COUNTY, dated April 16, 1990. The Parties agree that the prior Agreement is terminated; save and except for any claims or liabilities arising under the prior Agreement, and the application of the terms of the prior Agreement to such claims and liabilities.

(b) This Agreement merges all oral understandings, previous agreements, or representations made before or contemporaneously with this Agreement. This Agreement may be modified only upon written Agreement, signed by the duly authorized representatives of all parties.

(c) Any expenditure authorized by this agreement is subject to annual appropriations of the Austin City Council as an expenditure in the budget. The City of Austin does not represent that such a budget item will be adopted; that determination is within the City Council's sole discretion when adopting each budget.

X.

If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XI.

Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

XII.

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses specified by written notice delivered in accordance herewith:

CORPORATION:

Circle C Homeowner's Association
1111 West 11th Street
Austin, Texas 78703
Attention: Steve Bartlett

Copy to:

Circle C Homeowner's Association
P.O. Box 163541
Austin, Texas 78716-3541

CITY:

City of Austin
Public Works Department
Office of Director
P.O. Box 1088
Austin, Texas 78767-8828

Copy to:

City of Austin
Real Estate Division
Public Works Department
P.O. Box 1088
Austin, Texas 78767-8828

City of Austin Parks and Recreation Dept.
P.O. Box 1088
Austin, Texas 78767-8828

XIII.

This Agreement may be executed by the parties in multiple originals, and shall take effect upon the acceptance of the terms of this Agreement, as evidenced by the signature of the duly authorized representative of each party on this Agreement.

TERMS AND CONDITIONS ACCEPTED, this the 26th day of December, 2001.

CIRCLE C HOMEOWNERS' ASSOCIATION:

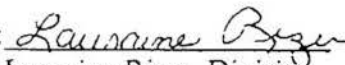
1111 West 11th Street
Austin, Texas 78703

By: 

Steve Bartlett, Vice President

CITY OF AUSTIN, TEXAS

P. O. Box 1088
Austin, Texas 78767-1088

By: 

Lauraine Rizer, Division
Manager Real Estate
Services Division
Public Works Department

Approved as to form:

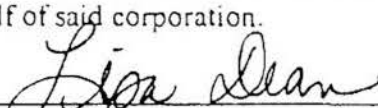
By: 

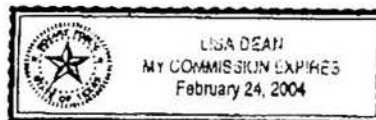
David Lloyd
Assistant City Attorney

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 26th day of November, 2001, by Steve Bartlett, Vice President of Circle C Homeowner's Association, a Texas non-profit corporation, on behalf of said corporation.

My Commission Expires:


Name of Notary

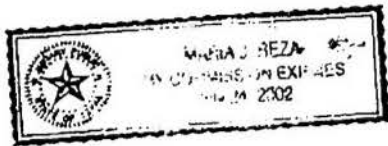


THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 26th day of December, 2001, by Laurence Reje, Division Manager, Real Estate Services, Public Works Department of the City of Austin, Texas, a municipal corporation, on behalf of said corporation.

My Commission Expires:

Maria J. Reza
Name of Notary



Please return after recording to:

David Lloyd, Assistant City Attorney
City of Austin Law Department
114 W. 7th St.
Austin, TX 78701

P.O. Box 1546
Austin, TX 78767-1546

EXHIBIT "A"

Right-of-Way Dedications

Slaughter Lane

All of that certain 36.3515 acre tract of land (between FM 1826 and Loop 1) described in the Right-of-way Dedication recorded in Volume 9457, Page 80, Real Property Records of Travis County, Texas.

La Crosse Avenue

All of that certain 2.071 acres described in the Right-of-Way Dedication recorded in Document No. 2000185442 in the Real Property Records of Travis County.

Right-of-way for the following roads within final plats recorded in the Real Property Records of Travis County, Texas

Escarpment Boulevard

Circle C Ranch Phase B Section 1 as recorded in Book 87, pages 50 C&D, 51 A-D

and

Escarpment Boulevard

Circle C Ranch, Phase B, Section Two, Book 87, Pages 72 B-D, 73 A

and

Escarpment Boulevard

Circle C Ranch, Section Eleven, Phase B, Book 92, pages 68-78

and

La Crosse Avenue

Circle C Ranch Phase B, Section Four, Book 87, Page 162 D & 163 A

and

La Crosse Avenue and Dahlgreen Lane

Circle C Ranch Phase B, Section Nine, Book 89, Pages 300-301

and

La Crosse Avenue

Circle C Ranch Phase B, Section Nineteen, Book 98, Page 371-373

and
La Crosse Avenue
(between S.H. Loop 1 and COA Parkland)
Circle C Ranch, Phase C, Section Four, Book 92, Pages 4-6

and
Sundrop Valley Drive
(between La Crosse Avenue and Bluestar Drive)
Circle C Ranch, Phase C, Section Eight, Book 100, Pages 275-277

and
La Crosse Avenue
Park West at Circle C Phase One, Book 97, Pages 122-124

and
La Crosse Avenue
Park West at Circle C Phase Two, Book 103, Pages 32-34

and
La Crosse Avenue
The Hielscher, Section Four, Document No. 200000358

and
Dahlgreen Lane
Circle C Ranch, Phase B, Section Eighteen, Book 97, Pages 131-133

and
Dahlgreen Lane
Circle C Ranch, Phase B, Section Seventeen, Book 99, Pages 192-194

and
South Bay Lane
Circle C Ranch Phase B, Section Twelve, Book 94, Pages 266-268

and
South Bay Lane
Circle C Ranch, Phase B, Section Thirteen, Book 93, Pages 86-88, Plat shows South Bay Lane as Hannon Lane; Travis County Commissioners approved name change

and
South Bay Lane
Circle C Ranch, Phase B, Section Fifteen, Book 94, Pages 223-225, Plat shows South Bay Lane as Hannon Lane Travis County Commissioners approved name change

and
South Bay Lane
Circle C Ranch, Phase B, Section Sixteen, Book 103, Page 61-63

and
Barstow Avenue
Circle C Ranch, Phase A, Section One, Book 91, Pages 344-346

and
Barstow Avenue and Allerton Avenue
Circle C Ranch, Phase A, Section Four, Book 94, Pages 93-95

and
Allerton Avenue
Circle C Ranch, Phase A, Section Five, Book 96, Pages 257-259

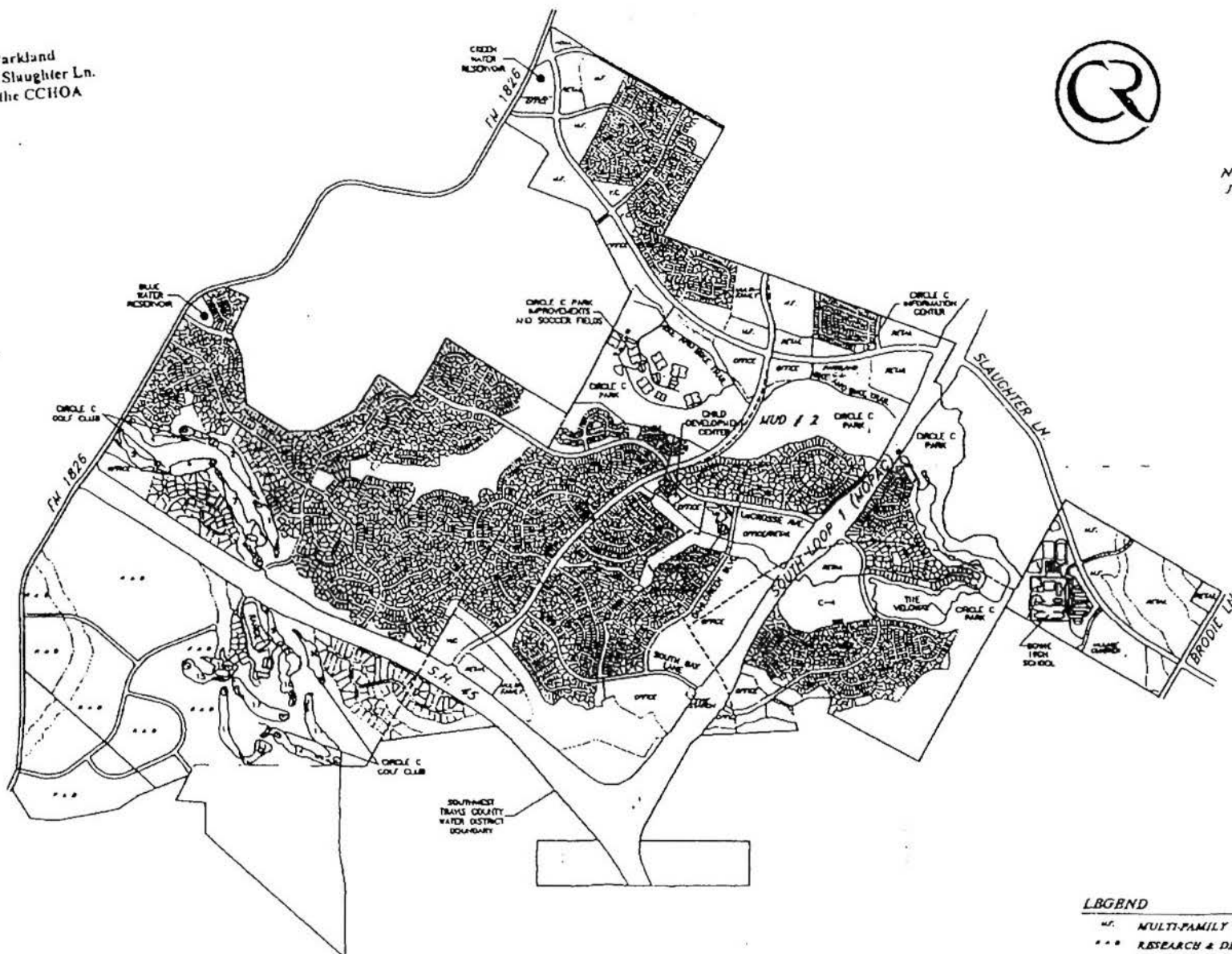
and
Hillside Terrace Drive
(between Barstow Avenue and Edwardson Lane)
Circle C Ranch, Phase A, Section One, Book 91, Pages 344-346.

and
Tiger Lily Way and Scottish Thistle Drive
(R.O.W. adjacent to Lot 1, Block "E")
Circle C Ranch, Phase C, Section Eight, Book 100, Pages 275-277

Exhibit B
City of Austin Parkland
Areas Abutting Slaughter Ln.
Maintained by the CCHOA



NOT TO SCALE
JUNE 4th, 1996



LBGBND

- 4.F. MULTI-FAMILY
 4.G. RESEARCH & DEVELOPMENT
 4.H. VILLAGE CLUSTER (RESIDENTIAL)

©



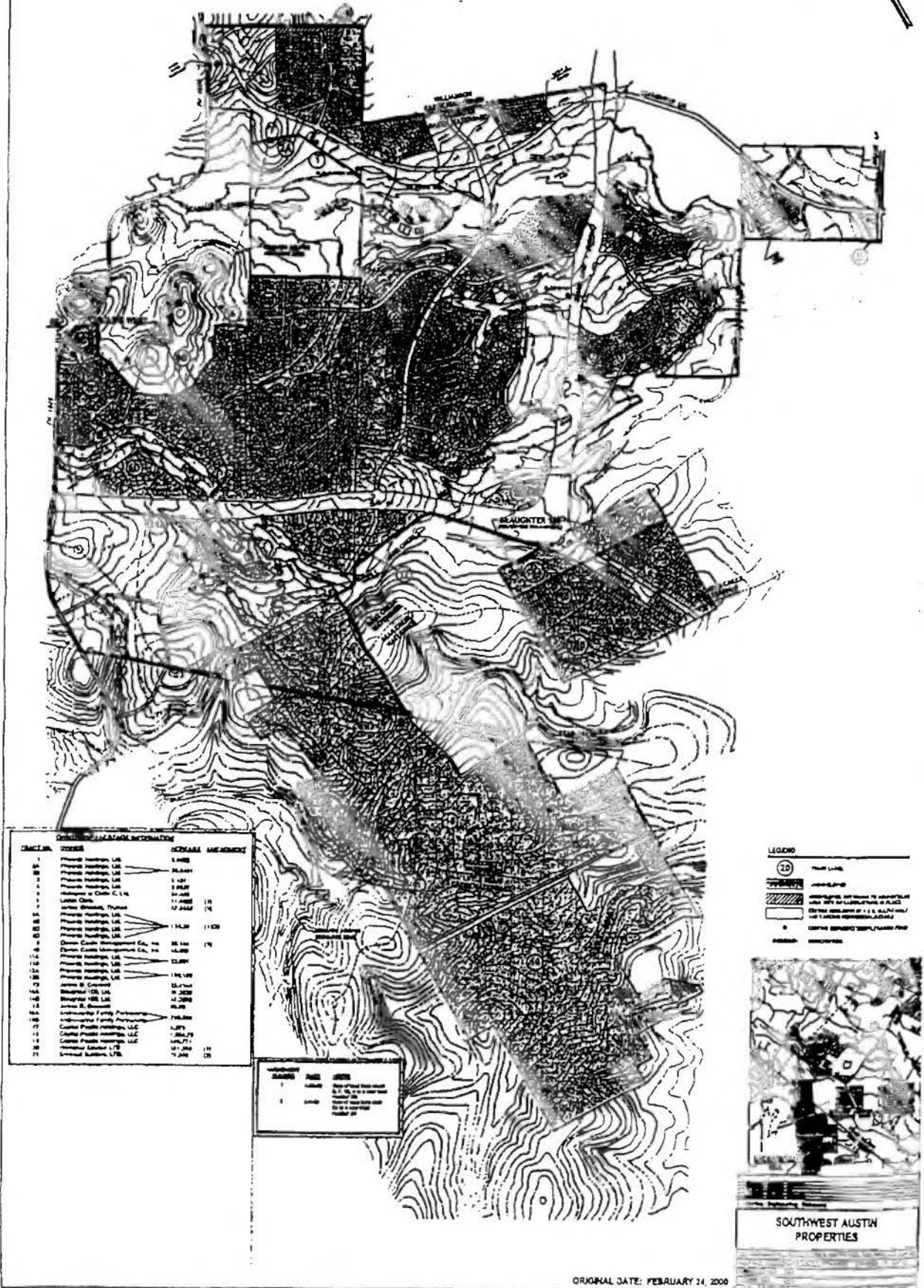
LBGBND

- " MULTI-FAMILY
" " RESEARCH & DEVELOPMENT
" VILLAGES CLUSTER (RESIDENTIAL)

©

2





ORIGINAL DATE: FEBRUARY 24, 2000



FILE COPY
Circle C Homeowners

LAW DEPARTMENT

MEMORANDUM

TO: Jay Stone, Parks and Recreation Dept.
Donna Lee Bliss, ISS

FROM: David Lloyd, Assistant City Attorney

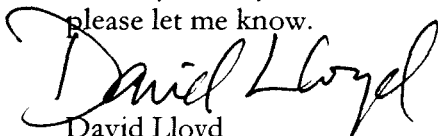
DATE: February 15, 2002

SUBJECT: Annual Maintenance Payments to Circle C Homeowners' Association

This memo is to remind your departments to budget for annual maintenance payments to Circle C Homeowners' Association. For the next two years, the annual amounts are identified in the letter agreement (attached). After the two year period, the City will have to recalculate the City's estimated cost to maintain those areas which the HOA now maintains. Payment should be made to Circle C Homeowners' Association by December 31st of each year.

As you will recall, these payments are required as part of the settlement of the Circle C Homeowners Association litigation, negotiated by Jesus Garza, Toby Futrell and Andy Martin, and approved by Council.

Thank you for your assistance in finalizing payments for 2000 and 2001. If you have any questions, please let me know.


David Lloyd
Assistant City Attorney

Xc: Jesus Olivares, Director, Parks and Recreation Dept.
Mike Heitz, Director, Watershed Protection and Development Review
Martha V. Terry, Assistant City Attorney



City of Austin

Founded by Congress, Republic of Texas, 1839

Municipal Building, Eighth at Colorado, P.O. Box 1088, Austin, Texas 78767 Telephone 512/499-2000

November 27, 2001

Susan Hoover
Steve Bartlett
Circle C Homeowners Association
1111 West 11th Street
Austin, Texas 78703

Re: Payments from City to CCHOA for maintenance of public areas

Dear Mr. Bartlett and Ms. Hoover:

Pursuant to the Settlement Agreement between the City of Austin and Circle C Homeowners' Association, dated March 23, 2000, the City has agreed to annually pay to the Circle C Homeowners Association estimated amounts to perform maintenance work on certain public areas within the Circle C area.

Estimates for these amounts are as set out below. This letter confirms the City of Austin's agreement to pay these amounts to Circle C Homeowners Association, on or before December 31, 2001, and thereafter annually for each of the next two years, after which revised costs will be determined based on City estimates of the then current costs to perform this work.

Cost of maintenance and irrigation of 2.5 acre area along Slaughter Lane - \$12,275
Cost to mow approximately 60 acres of grassy area in portions of Circle C Park 3 times annually - \$3,000
Cost to roughcut and weedat 25 acres of drainage areas 3 times annually - \$1,370

Further the City agrees to pay the following pro-rated amounts to cover the costs for the above maintenance for the period from May 1, 2000, to December 31, 2000:

Cost of maintenance and irrigation of 2.5 acre area along Slaughter - \$7,161
Cost to mow grassy areas in portions of Circle C Park - \$2,000
Cost to roughcut and weedat 25 acres of drainage areas- \$912

If the above payments are acceptable to you, please indicate by signing this letter agreement in the space provided below.

Sincerely,

Toby Futrell, Deputy City Manager

Circle C Homeowner Association
Representative

Circle C Homeowners Association and City of Austin Settlement Agreement

3/1/00

Outlined Term Sheet

***This will serve as an executed term sheet and intention of agreement between both parties. Final details as indicated below are to be negotiated prior to March 7, 2000. A final Settlement Agreement with the City of Austin will be signed prior to March 8, 2000. Concessions by the Homeowners are outlined below.**

The Settlement Agreement between the Circle C Homeowners Association and the City of Austin is predicated on the adoption of the Settlement Agreement between the City of Austin and the Bradley Parties by the Austin City Council on March 9, 2000.

Any final Settlement Agreement between the CCHoA and the City of Austin is subject to the approval of the Circle C Homeowners Association and the City of Austin City Council.

As an amendment to the Circle C Annexation Service plan, the following * items will be included. As part of a separate settlement agreement or as part of the existing CCHoA maintenance agreement with the City of Austin, the following ** items will be included.

1. The City of Austin will designate a fire station site located within the boundaries of Circle C Ranch after consultation with representatives from the Circle C Homeowners Association as to specific location.
Funds for design of the site and purchase of the land will be included in the 2001 City of Austin budget.
Funds for construction of the fire station will be allocated in the 2002 City of Austin budget. The fire station will be constructed in 2002-2003.*
2. The following transportation capital improvement projects will be included in the 2000 transportation bond package or as an improvement in conjunction with the fire station. (1) Extension of Escarpment Boulevard from Aden Lane to SH 45 to provide internal access and fire protection access to Circle C residents, provided that the requisite right-of-way is dedicated to the city at no cost. *
3. Impervious cover in the commons areas owned or maintained by the Circle C Homeowners Association will adhere to the following:
All improvements to the commons areas owned or controlled by the Circle C Homeowners Association within Circle C Ranch shall be subject to the impervious cover limitations of the SOS ordinance. The CCHoA may utilize the areas owned by the Association outside of the land included in and subject to the Bradley Settlement Agreement to establish an impervious cover bank. This bank may be used to provide improvements and to donate impervious cover for elementary school sites, child care sites and community and recreational amenities. If any land is donated to the CCHoA from Land within the Bradley Properties, the landowner and/or the CCHoA may donate impervious cover to that land.*
4. In a separate agreement between the Circle C Homeowners Association and the Bradley Parties, the

location of an elementary school site in the Circle C West or Hielscher Properties will be agreed upon by March 8, 2000. The water quality rules for the site shall be in accordance with the Bradley Settlement Proposal. The impervious cover may be donated to the site from either the impervious cover bank of Bradley Interests or the impervious cover bank of the Circle C Homeowners Association or any combination of the two. The City of Austin will support the appropriate zoning requirements and development process.*

5. If desired by the Circle C Homeowners Association and established in compliance with state law, the City of Austin will allow the creation of a limited district for the Circle C Ranch area. This will not conflict with any provisions of the Bradley Settlement Agreement.*

6. If, in the future, the Circle C Homeowners Association wishes to relocate the existing Circle C Information Center (Slaughter Lane and Beckett), a permit will be issued within 30 days to allow relocation.**

7. A traffic control study for a traffic light at Slaughter Lane and the Park Road is currently underway. The City of Austin will provide a traffic light at this or other suitable nearby location as soon as a warrant is achieved.**

8. The City of Austin will provide the CCHoA with a streetcleaning schedule for both neighborhood streets and major thoroughfares.**

9. As part of a capital improvements project, restrooms and a water fountain will be installed in the Slaughter Creek Metropolitan Park in the area by the soccer fields within 180 days of the completion of the Upper Slaughter Creek South Bank Interceptor wastewater line.*

10. As part of a capital improvements project, a water fountain will be installed at the Veloway within 90 days of water line availability as provided by a private contractor. A feasibility study for permanent restrooms at the Veloway will be performed by PARD within 90 days of this settlement agreement.*

11. As part of a regular maintenance project, the existing roadway and parking lot at the Slaughter Creek Metropolitan park soccer field area will be completed within 120 days of this agreement.**

12. As part of a regular maintenance project, an evaluation of the basketball court will be performed by PARD and an upgrade in terms of non-skid surfacing and painting and/or fencing will be installed within 120 days of this agreement.**

13. By utilizing the existing escrowed maintenance funds for the Veloway, PARD will repair/resurface the Veloway by the end of September, 2000.*

14. Funds for the extension of hike and bike trails to provide continuous access from the west end of the park to the Veloway (with added areas that allow safe crossing of Escarpment and under MoPac) will be provided in 2001.*

15. All fire hydrants will be restored to their previous black color at the expense of the City of Austin within 120 days of the amended services plan. Thereafter, they will be maintained for appearance only with black paint at the cost of the Circle C Homeowners Association.*

16. An Advisory Committee to the Parks Board comprised of Circle C homeowners and other members of the Southwest community will be formed to serve as a liaison and oversight committee regarding all aspects of Slaughter Creek Metropolitan Park. The role of the committee will include but is not limited to:
- a. review of long term leases by formal organizations
 - b. recommendations and prioritizing of capital improvement projects
 - c. recommendations for improved maintenance
 - d. coordination of volunteer projects to benefit the park
 - e. pursuit of grants and private donations for improvements to the park**
17. The Advisory Committee, the Parks Board, and the City of Austin shall pursue a matching funds grant from Texas Parks and Wildlife for construction of Phase II or the Veloway according to the master plan of Slaughter Creek Metropolitan Park.**
18. The Circle C Homeowners Association will receive official notification for all discussions regarding Proposition 2 land.**
19. The Circle C Homeowners Association through the appropriate channels will bring forth a request to the Austin City Council to rename the Slaughter Creek Metropolitan Park to the Circle C Metropolitan Park for convenience and geographical accuracy reasons.**
20. The temporary pedestrian access easement currently located in Circle C Ranch, Phase C- 8, Block "A" Lot 1 will be vacated immediately. **
21. The Circle C Homeowners Association will retain private garbage service and the negotiations for bids for garbage shall be handled by the Board of Directors of the Association.*

Amendments to the Existing Contract for Maintenance between the Circle C Homeowners Association and the City of Austin

Within 45 days of adoption of the amendment to the Annexation Service Plan, the existing contract will be amended to include the following:

1. All fire hydrants and traffic control sign poles may be maintained with a black color at the cost of the CCHoA .**
2. All street lights will continue throughout Circle C Ranch according to the original design of the existing poles. All streetlight installations will meet City of Austin specifications, will be installed initially as a cost to the developer and will be maintained and operated by the City of Austin in the current manner. If there is damage to an existing street light or a need for additional street lights within Circle C Ranch, the City of Austin will pay the charge for a standard City of Austin streetlight and the CCHoA will pay any costs above this base cost to secure a light pole that conforms to the original design.
3. All street signs located in Circle C Ranch will be according to the original design, with black poles and black sign areas. Letter size will conform to the City of Austin specifications. All street signs will be paid

for by the developer at the original installation and by the CCHoA for replacement.**

4. A general maintenance permit to allow repairs to the commons areas of the Association will be granted by April 15, 2000 until December 31, 2000 and be renewed on an annual basis as long as terms of the permit are met by the Association.**
5. The provision within the current maintenance agreement requiring a letter of credit from the Association will be voided.**

Within the existing maintenance contract, the City of Austin shall enter into the following with the Circle C Homeowners Association for maintenance of areas within the purview of the Association. These will be finalized within 60 days after the adoption of the amendment to the Annexation Service Plan or an executed Settlement Agreement, whichever is later.

1. A provision for the maintenance of the 2.5 acres of irrigated and highly maintained commons area which abuts Slaughter Lane and is owned by the City of Austin as part of Slaughter Creek Metropolitan Park. The City of Austin shall pay _____ to the Circle C Homeowners Association on an annual basis for maintenance of this area. The designated area is described in Exhibit 1.**
2. A provision for the maintenance of the 462 acres of Slaughter Creek Metropolitan Park in terms of rough cut (bush hog) of grassy areas to occur three times per year at times agreeable to Parks and Recreation for a cost of _____ per year. Designated area is described in Exhibit 2.**
3. A provision for the maintenance of all Circle C drainage areas that are located outside the currently maintained filtration/detention ponds and bioretention areas. These areas cover 25 acres and will be rough cut and weeded 3 times per year for a cost of _____ per year. Designated area is described in Exhibit 3.**

(Amounts to be negotiated by CCHoA Board of Directors)

Zoning

1. A variance to the zoning ordinance will be granted to allow fencing up to 8' in areas that back to four lane streets or streets without driveway cuts.**
2. The Circle C Homeowners Association will immediately enter into the City of Austin self guided neighborhood planning process within the boundaries of Circle C Ranch.**

Routine Maintenance Required of the City of Austin.

The following items will receive immediate attention:**

1. Repair to water valve in Slaughter Lane
2. Restriping of existing bike lanes
3. Proper installation of traffic signs
4. Repair of existing potholes in Slaughter Lane and evaluation of skidding and overall surface of Slaughter Lane

5. Repair of south entry lane at Escarpment/Slaughter

6. Repair/replacement of barricades at street ends throughout.

Enforceability

Provisions for enforceability are being worked on. They will include a clause for binding arbitration and a provision for appeal.

Concessions and Settlement

In exchange for adoption of the Amended Annexation Service Plan and signing of all subcontracts for maintenance and amendments to existing contracts as stated above, the Circle C Homeowners Association will :

1) Execute a Settlement Agreement Terms Sheet with the City of Austin setting out the conditions of settlement and manner in which each will be accomplished, and, upon execution, the CCHoA will formally accept and endorse the Bradley Settlement Proposal.

2) Upon adoption of the Amended Services Plan and execution of all settlement agreements and contracts, including approvals by the Austin City Council, the CCHoA will release all lawsuits against or involving the City of Austin including the Travis County Case, the LS Ranch case, and issue a public statement formally accepting the 1997 annexation of Circle C Ranch.



Amendment No. 9
to
Contract No. NA080000192
for
Landscape Liability and Maintenance of Public Right of Way
between
Circle C Homeowners Association
and the
City of Austin

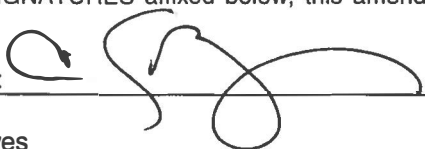
- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 5, 2017 through August 4, 2018.
- 2.0 The total contract amount is increased by \$17,600 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|----------------------------|-----------------------|
| Initial Term: 08/15/2008 (Payments for 2008) | \$17,600.00 \$17,600.00 | \$35,200.00 |
| Amendment No. 1: Add 2009 08/05/2009 – 08/04/2010 | \$17,600.00 | \$52,800.00 |
| Amendment No. 2: Add 2010 08/05/2010 – 08/04/2011 | \$17,600.00 | \$70,400.00 |
| Amendment No. 3: Add 2011 08/05/2011 – 08/04/2012 | \$17,600.00 | \$88,000.00 |
| Amendment No. 4: Add 2012 08/05/2012 – 08/04/2013 | \$17,600.00 | \$105,600.00 |
| Amendment No. 5: Add 2013 08/05/2013 – 08/04/2014 | \$17,600.00 | \$123,200.00 |
| Amendment No. 6: Add 2014 08/05/2014 – 08/04/2015 | \$17,600.00 | \$140,800.00 |
| Amendment No. 7: Add 2015 08/05/2015 – 08/04/2016 | \$17,600.00 | \$158,400.00 |
| Amendment No. 8: Add 2016 08/05/2016 – 08/04/2017 | \$17,600.00 | \$176,000.00 |
| Amendment No. 9: Add 2017 08/05/2017 – 08/04/2018 | \$17,600.00 | \$193,600.00 |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

A handwritten signature in black ink, appearing to be 'Cindy Reyes', written over a horizontal line.

Cindy Reyes
Contract Management Specialist III

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 8
to
Contract No. NA080000192
for
Landscape Liability and Maintenance of Public Right of Way
between
Circle C Homeowners Association
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 5, 2016 through August 4, 2017.
- 2.0 The total contract amount is increased by \$17,600 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|----------------------------|-----------------------|
| Initial Term: 08/15/2008 (Payments for 2008) | \$17,600.00 \$17,600.00 | \$35,200.00 |
| Amendment No. 1: Add 2009 08/05/2009 – 08/04/2010 | \$17,600.00 | \$52,800.00 |
| Amendment No. 2: Add 2010 08/05/2010 – 08/04/2011 | \$17,600.00 | \$70,400.00 |
| Amendment No. 3: Add 2011 08/05/2011 – 08/04/2012 | \$17,600.00 | \$88,000.00 |
| Amendment No. 4: Add 2012 08/05/2012 – 08/04/2013 | \$17,600.00 | \$105,600.00 |
| Amendment No. 5: Add 2013 08/05/2013 – 08/04/2014 | \$17,600.00 | \$123,200.00 |
| Amendment No. 6: Add 2014 08/05/2014 – 08/04/2015 | \$17,600.00 | \$140,800.00 |
| Amendment No. 7: Add 2015 08/05/2015 – 08/04/2016 | \$17,600.00 | \$158,400.00 |
| Amendment No. 8: Add 2016 08/05/2016 – 08/04/2017 | \$17,600.00 | \$176,000.00 |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Linell Goodin-Brown

Linell Goodin-Brown
Contract Compliance Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 7
to
Contract No. NA080000192
for
Landscape Liability and Maintenance of Public Right of Way
between
Circle C Homeowners Association
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 5, 2015 through August 4, 2016.
- 2.0 The total contract amount is increased by \$17,600 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|----------------------------|-----------------------|
| Initial Term: 08/15/2008 (Payments for 2008) | \$17,600.00 \$17,600.00 | \$35,200.00 |
| Amendment No. 1: Add 2009 08/05/2009 – 08/04/2010 | \$17,600.00 | \$52,800.00 |
| Amendment No. 2: Add 2010 08/05/2010 – 08/04/2011 | \$17,600.00 | \$70,400.00 |
| Amendment No. 3: Add 2011 08/05/2011 – 08/04/2012 | \$17,600.00 | \$88,000.00 |
| Amendment No. 4: Add 2012 08/05/2012 – 08/04/2013 | \$17,600.00 | \$105,600.00 |
| Amendment No. 5: Add 2013 08/05/2013 – 08/04/2014 | \$17,600.00 | \$123,200.00 |
| Amendment No. 6: Add 2014 08/05/2014 – 08/04/2015 | \$17,600.00 | \$140,800.00 |
| Amendment No. 7: Add 2015 08/05/2015 – 08/04/2016 | \$17,600.00 | \$158,400.00 |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Joe Barrios
Acting Contract Compliance Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 6
to
Contract No. NA080000192
for
Landscape Liability and Maintenance of Public Right of Way
between
Circle C Homeowners Association
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 5, 2014 through August 4, 2015.
- 2.0 The total contract amount is increased by \$17,600 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|----------------------------|-----------------------|
| Initial Term: 08/15/2008 (Payments for 2008) | \$17,600.00 \$17,600.00 | \$35,200.00 |
| Amendment No. 1: Add 2009 08/05/2009 – 08/04/2010 | \$17,600.00 | \$52,800.00 |
| Amendment No. 2: Add 2010 08/05/2010 – 08/04/2011 | \$17,600.00 | \$70,400.00 |
| Amendment No. 3: Add 2011 08/05/2011 – 08/04/2012 | \$17,600.00 | \$88,000.00 |
| Amendment No. 4: Add 2012 08/05/2012 – 08/04/2013 | \$17,600.00 | \$105,600.00 |
| Amendment No. 5: Add 2013 08/05/2013 – 08/04/2014 | \$17,600.00 | \$123,200.00 |
| Amendment No. 6: Add 2014 08/05/2014 – 08/04/2015 | \$17,600.00 | \$140,800.00 |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _____

7/30/14

Debbie DePaul
Contract Compliance Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
to
Contract No. NA080000192
for
Landscape Liability and Maintenance of Public Right of Way
between
Circle C Homeowners Association
and the
City of Austin

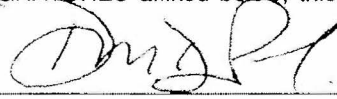
- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 5, 2013 through August 4, 2014.
- 2.0 The total contract amount is increased by \$17,600 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|----------------------------|-----------------------|
| Initial Term: 08/15/2008 (Payments for 2008) | \$17,600.00 \$17,600.00 | \$35,200.00 |
| Amendment No. 1: Add 2009 08/05/2009 – 08/04/2010 | \$17,600.00 | \$52,800.00 |
| Amendment No. 2: Add 2010 08/05/2010 – 08/04/2011 | \$17,600.00 | \$70,400.00 |
| Amendment No. 3: Add 2011 08/05/2011 – 08/04/2012 | \$17,600.00 | \$88,000.00 |
| Amendment No. 4: Add 2012 08/05/2012 – 08/04/2013 | \$17,600.00 | \$105,600.00 |
| Amendment No. 5: Add 2013 08/05/2013 – 08/04/2014 | \$17,600.00 | \$123,200.00 |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

 7/29/13

Debbie DePaul
Contract Compliance Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

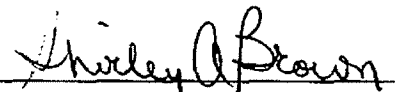
RESOLUTION NO. 000323-86

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council approves the settlement agreement with the Circle C Homeowners Association, Inc., in *Circle C Homeowners' Association Inc., et al. v. City of Austin*, Cause No. 97-12528, in the Travis County District court, and *L.S. Ranch Ltd., et. al. v. City of Austin, Texas*, Cause No. 97-1048, in the 207th District Court of Hays County, attached as Exhibit A.

ADOPTED: March 23, 2000

ATTEST:



Shirley A. Brown
City Clerk



Amendment No. 4
of
Contract No. NA080000192
for
Landscape Liability and Maintenance of Public Right of Way
between
Circle C Homeowners Association
and the
City of Austin

- 1.0 The City hereby increases the above contract in an amount of \$17,600.00 representing the annual amount for Landscape maintenance of public areas within the Circle C Commons area for August 5, 2012 through August 4, 2013.
- 2.0 The total contract amount is increased by \$17,600.00 for the extension option period. The total Contract authorization is recapped below:

| Term | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Payments for 2008 | \$17,600.00 | |
| 8/15/08 | \$17,600.00 | \$35,200.00 |
| Amendment No. 1: Add 2009 08/05/09 - 08/04/2010 | \$17,600.00 | \$52,800.00 |
| Amendment No. 2: Add 2010 08/05/10 - 08/04/2011 | \$17,600.00 | \$70,400.00 |
| Amendment No. 3: Add 2011 08/05/11 - 08/04/2012 | \$17,600.00 | \$88,000.00 |
| Amendment No. 4: Add 2012 08/05/12 - 08/04/2013 | \$17,600.00 | \$105,600.00 |

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: 
Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office



Amendment No. 2
to
Contract No. NA080000192
for
Landscape Liability and Maintenance of Public Right of Way
between
Circle C Homeowners Association
and the
City of Austin

- 1.0 The City hereby increases the above contract in an amount of \$17,600 representing the annual amount for Landscape maintenance of public areas within the Circle C commons area for 2010.
- 2.0 The total Contract amount is increased by \$17,600 for the term period. The total contract authorization is recapped below:

| Term | Action Amount | Total Contract Amount |
|---|---------------|-----------------------|
| Basic Term: 8/5/08 – 8/4/2012 | \$35,200.00 | \$35,200.00 |
| Amendment No. 1: Add 2009 amount 8/5/08 – 8/4/2012 | \$17,600.00 | \$52,800.00 |
| Amendment No. 2: Add 2010 amount 8/5/08 – 8/4/2012 | \$17,600.00 | \$70,400.00 |

- 1.0 MBE/WBE goals were not established for this contract.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature :

A handwritten signature in cursive script, appearing to read "Cruz Banda".

Cruz Banda, Buyer II
City of Austin
Purchasing Office

9-13-10

Date:

Reviewed and Approved:

N/A

Stephen T. Aden

Date

Circle C Homeowners Association

DATE: August 6, 2010

CUSTOMER:

| | |
|----------|---|
| Name: | City of Austin Parks and Recreation Dept |
| Address: | 200 S. Lamar |
| City: | Austin, TX 78704 |
| Fax: | (512)974-6729 |

| Description | Cost |
|---|---------------------|
| Landscape maintenance of public areas within the Circle C commons area for 2010 | \$ 17,600.00 |
| Total due | \$ 17,600.00 |

*P.O. Box 163541 Austin, TX 78716-3541
512.451.9901*



Amendment No. 1
to
Contract No. NA080000192
for
Landscape Liability and Maintenance of Public Right of Way
between
Circle C Homeowners Association
and the
City of Austin

- 1.0 The City hereby increases the above contract in an amount of \$17,600 representing the annual amount for Landscape maintenance of public areas within the Circle C commons area for 2009.
- 2.0 The total Contract amount is increased by \$17,600 for the term period. The total contract authorization is recapped below:

| Term | Action Amount | Total Contract Amount |
|---|---------------|-----------------------|
| Basic Term: 8/5/08 – 8/4/2012 | \$35,200.00 | \$35,200.00 |
| Amendment No. 1: Add 2009 amount 8/5/08 – 8/4/2012 | \$17,600.00 | \$52,800.00 |

1.0 MBE/WBE goals were not established for this contract.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature :

A handwritten signature in cursive script, appearing to read "Cruz Banda".

Cruz Banda, Buyer II
City of Austin
Purchasing Office

Date:

A handwritten date "8-11-09" in cursive script.

Reviewed and Approved:

N/A

Stephen T. Aden

Date



City of Austin

Law Department

Norwood Tower, 114 West Seventh Street, P.O. Box 1546
Austin, Texas 78767-1546
(512) 974-2268

Writer's Direct Line
(512) 974-2918

Writer's Fax Line
(512) 974-2312

January 23, 2002

Jesus M. Olivares, Director
Parks & Recreation Department
City of Austin
200 S. Lamar Blvd.
Austin, TX 78704

Re: Agreement for Landscape Liability and Maintenance of Public Right-of-Way

Dear Mr. Olivares:

Enclosed for your records, please find one fully executed original of the "Agreement for Landscape Liability and Maintenance of Public Right-of-Way" between the City of Austin and Circle C Homeowners Association. For your information, for filing purposes, reduced color copies of Exhibits B, C, D, and E were filed in the Travis County Public Records. An explanatory page was inserted before Exhibit B in the copy filed in the Public Records. Also enclosed is a copy of the letter agreement setting out payments from the City to Circle C Homeowners Association in accordance with the agreement. Checks covering the amounts to be paid by the City for years 2000 and 2001 will also be sent to Circle C Homeowners Association.

If you have any questions, please call me at Extension 42918.

Sincerely yours,

A handwritten signature in cursive script that reads "David A. Lloyd".

David A. Lloyd
Assistant City Attorney

Enclosures: Agreement for Landscape Liability, including additional first page showing
recording information
Copy of letter agreement regarding payments
Copy of letter to Circle C Homeowners Association