MEMORANDUM

TO: Greg Guernsey, Director, Planning & Zoning Department

FROM: Veronica Briseño, Director, Small & Minority Business Resources Department

DATE: March 15, 2018

SUBJECT: Downtown Great Streets Development Reimbursement Program
MBE/WBE Final Participation for Republic Square Park Improvements Project

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The Small & Minority Business Resources Department (SMBR) has reviewed the MBE/WBE documentation submitted by Clean Scapes LP, General Contractor for the Austin Parks Foundation Republic Square Park Improvements project. Based on SMBR's review, Clean Scapes LP has met the MBE/WBE requirements as outlined in Section 1.04 (d) of the Third Party Agreement with the City of Austin (COA).

Clean Scapes LP Participation and Good Faith Efforts:

MBE/WBE Category	Construction Goals	Actual Participation
MBE	5.99%	4.29%
WBE	1.67%	7.78%

In summary, Clean Scapes exceeded the WBE goal set for the project. However, due to limited scopes of work, the MBE goal could not be met for this project. However, Clean Scapes did comply with the MBE/WBE Procurement Ordinance by demonstrating good faith effort requirements and provided the MBE/WBE reports as required in the Third Party Agreement effective October 11, 2011.

cc: Greg Guernsey, Director, Planning & Zoning Department
Humberto Rey, Program Manager, Planning & Zoning Department
Edward Campos, Assistant Director, Small & Minority Business Resources Department
Tamela Saldana, Compliance Officer, Small & Minority Business Resources Department

File

COMMUNITY FACILITIES CONTRACT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Community Facilities Contract (the "Contract") is made and entered into between the CITY OF AUSTIN, TEXAS, a home rule municipal corporation (the "City"), and Austin Parks Foundation, Downtown Austin Alliance and the Parks and Recreation Department of the City of Austin, Inc. ("Partnership"), entered into agreement in the State of Texas.

WHEREAS, Partnership is constructing improvements to a park site and ancillary improvements at 422 Guadalupe , Austin Texas 78701 (the "Republic Square Park" project); and

WHEREAS, the City has adopted the Great Streets Development Program to encourage the construction of high quality sidewalk projects in the downtown area, and this Community Facilities Contract is entered into pursuant to the criteria, elements and standards of that Program; and

WHEREAS, the City and Partnership desire specifically to construct sidewalks, install street trees and street furniture, and relocate underground utilities as needed generally along 4th Street and 5th St. adjacent to the Republic Square project (the "Sidewalk Project") to enhance the public right-of-way in the area; and

WHEREAS, Partnership is willing to design, manage and construct the Sidewalk Project in order to provide the Sidewalk Project for the convenience and safety of the citizens of the City, subject to and conditioned upon the participation by the City in the costs of constructing the Sidewalk Project as set forth in Exhibit "A" attached hereto; and

WHEREAS, the City has determined that it will derive a benefit from cost participation in the construction of the proposed Sidewalk Project consistent with the City's Great Streets Development Program recommendations, and in accordance with the terms hereof.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter expressed and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

SECTION I

PARTNERSHIP RESPONSIBILITIES AND AGREEMENTS

Section 1.1 Partnership has provided the City with a plan of the proposed Sidewalk Project, attached hereto as Exhibit "B", and a fully executed City License Agreement, attached hereto as Exhibit "C", on or before the date of execution of this Contract. By execution of this

Contract, the City hereby acknowledges receipt of the foregoing plans for the Sidewalk Project and hereby accepts and approves the plans for cost-sharing purposes under the terms of this Contract and in accordance with the City's Land Development Code and applicable ordinances, laws, and statutes, as amended unless otherwise modified by this Community Facilities Contract.

Section 1.2 Partnership agrees to perform the following in connection with the Sidewalk Project:

(a) To maintain commercial liability insurance in an amount not less than $1,000,000.00 (combined single limit) during the construction of the Sidewalk Project. The insurance shall be written by a company or companies licensed to do business in the State of Texas, at the time the policy is issued, and with AM Best Ratings of B+VII or better. The insurance shall specifically provide that the City is an additional insured under Endorsement CG2010.

(b) To include warranties, insurance and payment and performance bonding requirements in all contracts with contractors for the construction of the Sidewalk Project. Corporation must execute a performance bond for the construction of the improvements contemplated by the Sidewalk Project to ensure completion of the Sidewalk Project. The bond must be executed by a corporate surety in accordance with Chapter 2253, Government Code. Partnership shall also require any contractors to obtain, prior to the commencement of construction of the Sidewalk Project, and maintain throughout construction, Commercial General Liability Insurance, Automobile Insurance, and Worker's Compensation Insurance, with coverage as stipulated in the applicable construction contracts with the contractors. All payment and performance bonds issued for the Sidewalk Project to be reimbursed by the City must contain a dual obligee rider naming the City as a co-obligee.

(c) To pay all applicable inspection and permitting fees in connection with the construction and installation of the Sidewalk Project unless previously waived by the City.

(d) To provide complete design, engineering, construction and project management services for the Sidewalk Project as described in Exhibit "B" in accordance with the City's Land Development Code and applicable ordinances, laws, and statutes, as amended, unless otherwise modified by this Community Facilities Contract.

(e) To confirm the location of all underground utilities that may be in conflict with the construction of the Sidewalk Project, including but not limited to street lighting and traffic signal pole foundations and street trees, prior to commencement of construction and to coordinate with underground and overhead utilities for design and relocation, as needed, of utilities in connection with the Sidewalk Project and to comply with the terms and conditions of the City License Agreement for installations in the public right-of-way, attached hereto as Exhibit "C".

(f) To obtain all required permits, consents, easements, inspections, tests, and authorizations necessary for construction of the Sidewalk Project.

(g) To provide the City with a copy of the construction contract (the "Construction Contract") between Partnership and the contractor chosen by Partnership to

construct the Sidewalk Project (the "Contractor") and any additional documents pertaining to the Construction Contract (the Construction Contract and the additional documents pertaining to the Construction Contract, including Exhibit "B" attached hereto, are hereinafter collectively referred to as the "Construction Documents") on or about the commencement date of construction, and thereafter provide the City with copies of any documents amending or replacing any of the Construction Documents.

(h) Within eighteen (18) months after the Effective Date of this Contract, to complete, or cause the completion of, the construction of the Sidewalk Project, as illustrated in Exhibit "B", in a good and workmanlike manner, in substantial conformance with the engineering and construction plans for the Sidewalk Project. The date for completion may be extended only with the written approval of the City for good cause shown that is beyond the reasonable control of Partnership. The City agrees not to unreasonably withhold, condition or delay its consent, upon a showing of good cause. No changes may be made in the permitted plans and specifications, unless the Director of the Planning & Development Review Department (PDR) gives prior written approval to such changes. The City shall have the right to inspect the construction of the Sidewalk Project during construction and after its completion, in accordance with the terms and provisions of this Contract. The City agrees to accept the construction of the sidewalk for maintenance, excluding those items maintained by Partnership, pursuant to the City License Agreement attached hereto as Exhibit "C", if the Sidewalk Project meets the requirements set forth in the approved plans and specifications, as described in this contract.

(i) To comply with the terms of any temporary use of right-of-way permit that may be necessary for the Sidewalk Project.

(j) To provide for design and approval of any changes to the Construction Documents by the City, such approval not to be unreasonably withheld, conditioned or delayed and to contact the City's Planning & Development Review Department, Urban Design Division, within 24 hours of any known construction conflict with the Sidewalk Project that may cause the location of any sidewalk element to shift location by more than 3 inches. Partnership agrees to produce, coordinate and evaluate design alternatives for said conflicts at Partnership sole expense and must receive PDR/UDD staff approval for any variances from the Sidewalk Project prior to construction of affected sidewalk element.

(k) Upon receipt of notification by the Contractor that the work has been completed pursuant to the Construction Documents, the members of the Partnership Engineering Consultant staff (collectively, the "Engineer") shall conduct an inspection of the Sidewalk Project. As a result of this inspection, Partnership shall prepare or cause to be prepared a list of the items needing correction and direct the Contractor to complete those correction items. After the Contractor has performed the required corrections to Partnership satisfaction, Partnership shall notify the City, including the Planning & Development Review Department, Urban Design Division, in writing that the Sidewalk Project has been substantially completed according to the Construction Documents and is ready for final inspection by the City and the Engineer. The Engineer shall accompany the City on the final inspection to assure that the Sidewalk Project has been completed in substantial compliance with the Construction Documents. The Engineer shall review and tabulate all warranties, guarantees, bonds and similar required materials and documents under the Construction

Documents to make sure that all such materials and documents are received by Partnership and that they substantially meet the requirements of this Contract and the Construction Documents; after which Partnership shall assign, and transmit copies or originals as appropriate of such warranties, guarantees and bonds to the City or its designated representative(s). After determining that all requirements of this Contract and the Construction Documents have been substantially met, the Engineer shall so certify to Partnership and the City and shall recommend approval of the Contractor's final application for payment by the City. The term "substantial completion", as used in this Contract, shall mean that the Sidewalk Project has been completed in compliance with this Contract, and to the point of being usable for the purposes intended, as determined by the City.

(l) After substantial completion of the Sidewalk Project, and as a condition of final acceptance by the City, Partnership shall complete all changes, repairs or alterations reasonably required by the City to comply with the Construction Documents, the requirements of this Contract, and any applicable laws, within 60 days after notification by the City of deficiencies, or within such other time period as the City and Partnership may agree upon in writing. The City may not declare a default under this Contract during the cure period stipulated in Section 3.2 as a result of any such defect, unless it is clear that Partnership does not intend to cure the defect within 60 days of notification.

(m) As a condition precedent to final acceptance of construction of the Sidewalk Project by the City, to provide the City with one set of reproducible final, record, "as built" plans for the Sidewalk Project, at Partnerships sole cost and expense.

(n) As a condition precedent to final acceptance of construction of the Sidewalk Project by the City, Partnership will assign to the City the Contractor's warranty covering the construction for a period of one year after the date of acceptance. The warranty shall be in a form reasonably acceptable to the City. In addition to any other rights the City has pursuant to the warranty, the City may require reconstruction of any portion of the project under warranty if construction is not in accordance with the design specifications of the Construction Documents.

(o) After executed City License Agreement, final Certificate of Occupancy and final acceptance of the Sidewalk Project by the City, provide verification of the cost of the Sidewalk Project to the Planning & Development Review Department (PDR), Urban Design Division, in the form of a summary invoice of the costs of the Sidewalk Project prepared by Partnership, a copy of the General Contractor's Payment Application and related subcontractor invoices.

(p) To provide digital photo-documentation before, during and after completion of the Sidewalk Project. This documentation shall convey overall context of sidewalk, including building, sidewalk and street from the viewpoint of a pedestrian, along each street frontage, and detailed installation of pole foundations, tree plantings and sidewalk pavers, and shall be rendered in "JPEG" format to PDR/UDD.

(q) To pay all costs of Sidewalk Project not required to be reimbursed to Partnership by the City in this Contract in order to complete the Sidewalk Project in accordance with Exhibit "B".

(r) To evaluate and award for construction of the sidewalk improvements in accordance with the City's Minority and Women-owned Business Enterprises (MBE/WBE) Ordinance and to utilize minority and women-owned business enterprises (MBE/WBE), as certified by the City, with the aggregate construction goals as set for the Republic Square project in dollar value of the contracts for work related to the Sidewalk Project.

SECTION II

THE CITY'S RESPONSIBILITIES AND AGREEMENTS

(a) The City agrees to the following in connection with the proposed Sidewalk Project:

(b) The City will review all construction plans required to be submitted to the City under this Contract for compliance with the requirements of this Contract and applicable City procedures and design and construction standards, and will not unreasonably withhold, condition or delay its approval to any plans or amendments thereto.

(c) The City will inspect the Sidewalk Project during construction, and, if completed in accordance with the terms of this Contract, accept the Sidewalk Project and assume responsibility for maintenance of those items not maintained by Partnership, pursuant to the City License Agreement attached as Exhibit C, at the City's sole cost and expense. The City's inspections and certifications will be conducted in accordance with this Contract and standard City policies, procedures and requirements.

(d) The City will provide timely notice (and an opportunity to cure), pursuant to the terms of this Contract, to Partnership whenever an inspection reveals that an improvement or any portion of the Sidewalk Project is not constructed or completed in accordance with the Construction Documents, this Contract and any applicable laws, or is otherwise defective. In lieu of requiring reconstruction or correction of any default by Partnership in the construction and installation of any component of the Project, the City and Partnership may agree to reduce the amount of reimbursement due to Partnership in an amount sufficient to account for the failure of Partnership to construct or install the Project in accordance with the requirements of this Community Facilities Contract.

(e) The City will provide a written final acceptance of the construction of the Sidewalk Project and issue a Certificate of Completion or other document officially approving the construction of the Sidewalk Project, in accordance with the Great Streets Development Program, within 30 days after a determination by the City that all construction deficiencies noted for the Sidewalk Project during the final on-site inspection have been corrected, and that all requirements set forth in this Contract for acceptance of construction have been met.

(f) After final acceptance of the Sidewalk Project by the City, as set out in this contract, and the submittal of invoices and other documents by Partnership to City, as set out in Section 1.2(o) above, the City will verify the cost of the Sidewalk Project based on the information provided to the PDR/UDD by Partnership under Section 1.2(o) above, within fourteen (14) working days after Partnership 's submittal of invoices and other documents to

the City under Section 1.2(o). Upon verification of the cost of the Sidewalk Project, the City will pay an amount not to exceed $214,000.00_ to Partnership within 30 days of the City's verification of the cost of the Sidewalk Project. Such payments are subject to the appropriation and availability of funds in the City's Great Streets Parking Meter Revenue Fund.

SECTION III

INSPECTION AND CERTIFICATION

Section 3.1 Inspection and Certification. The City will inspect the Sidewalk Project as set forth in this contract and certifications will be conducted in accordance with standard City policies and requirements.

Section 3.2 Notice of Defect. The City will provide timely notice to Partnership whenever an inspection reveals that any portion of the Sidewalk Project is not constructed or completed in accordance with the Construction Documents, this Contract and any applicable law, as described above. Partnership will have sixty (60) days from such notice to cure or substantially cure the defect. The City may not declare a default under this Contract during the 60-day cure period as a result of any such defect unless it is clear that Partnership does not intend to cure the defect within 60 days of notification. Notwithstanding the previous sentences in this Section 3.2, if, in the reasonable opinion of the City, the defect creates an immediate and substantial harm to public health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than ten (10) business days, and the City may declare a default under this Contract, if the defect is not cured during the ten (10) business day cure period. Further, if the defect does not create an immediate and substantial harm to the public health or safety, then in accordance with this paragraph and this contract, the City and Partnership may agree to resolve the defect with a reduction in the amount of reimbursement due to Partnership.

SECTION IV

GENERAL REQUIREMENTS

Section 4.1 All construction required in connection with this Contract shall be performed in a good and workmanlike manner and in accordance with all applicable federal, state and local laws and regulations. Partnership agrees that any contract which it enters into for the construction of the Sidewalk Project shall be consistent with and reflective of the terms and provisions of this Contract.

Section 4.2 The terms and provisions of this Contract shall be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

Section 4.3 Upon the failure of either party to comply with the provisions hereof, the other party shall have the right to enforce the terms and provisions of this Contract by specific performance, or by such other legal or equitable relief to which the non-defaulting party may be entitled. Any provision in this Contract to the contrary notwithstanding, it is agreed that the City shall not be obligated to make any payment under this Contract if Partnership is in default under one

or more of its obligations under this Contract at the time the obligation to make the payment arises. Any remedy or relief described in this Contract shall be cumulative of, and in addition to, any other remedies and relief available at law or in equity. The parties hereto agree to mediate any dispute which may arise under the terms of this Contract in good faith, prior to filing suit for damages.

Section 4.4 Addresses for notice for the parties hereto shall be as set forth below. Either party may change its address for notice by providing the other party with written notice of the change sent postage prepaid by certified or registered mail, with return receipt requested. The person designated below for each party shall also be the designated contact person to assist in matters related to this Contract.

Partnership: Austin Parks Foundation _____,
Attn: _Colin Walis_____
507 Calles St., Suite 116_____
Austin, Texas 78702_____
Telephone: _512-477-1566_____
Telecopy: _____

City: City of Austin
P.O. Box 1088
Austin, TX 78767
Attn: Director, Planning & Development Review Department.
Telephone: (512) 974-2387
Telecopy: (512) 499-2269

Any notice required or permitted to be given under this Contract will be deemed received three days after it is posted in the U.S. mail, when correctly addressed to the recipient at its address for notice, and sent registered or certified mail, return receipt requested. Notice sent by any other method will be deemed received when and if actually received; except that notice sent by facsimile or telecopy will be deemed received upon the sender's receipt of electronic confirmation of delivery to the facsimile or telecopy number indicated above.

Section 4.5 This Contract constitutes the entire agreement of the parties hereto as to the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether written or oral. This Contract may not be amended, except in writing and signed by the parties hereto.

Section 4.6 Venue for any dispute arising in connection with this Contract lies in Travis County, Texas.

Section 4.7 This Contract is executed in multiple originals and all counterparts, when taken together, shall constitute one and the same instrument.

SECTION V

INDEMNIFICATION

PARTNERSHIP SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR

ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY PARTNERSHIP, ITS OFFICERS, AGENTS, EMPLOYEES, PARTNERSHIPS, SUB PARTNERSHIPS, SUCCESSORS OR ASSIGNS, (PARTNERSHIP PARTIES), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE PARTNERSHIP PARTIES IN THIS AGREEMENT OR IN PARTNERSHIP'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE PARTNERSHIP PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. PARTNERSHIP'S SHALL REQUIRE ALL ITS CONTRACTORS TO INDEMNIFY CITY AS PROVIDED IN THIS SECTION V OR AS MAY BE REQUIRED BY THE CITY'S RISK MANAGEMENT DIVISION.

City shall give Partnership written notice of a Claim asserted against an Indemnified Party. Partnership shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Partnership of any obligations in this agreement. In no event may Partnership admit liability on the part of an Indemnified Party without the written consent of City Attorney. Maintenance of the insurance required under this Agreement shall not limit Partnership's obligations under this Article. Partnership shall require all subPartnerships to indemnify City as provided

EXECUTED to be effective as of the _____ day of _____, 2____.

Partnership:

By: _____
Kimberly A McNeeley Acting Director Parks and Recreation Department
Austin, Texas _____

By: Partnership.
a _____

By: _____
Printed Name: COLIN WALLIS on behalf of Partnership
Title: CEO

THE CITY OF AUSTIN

By: _____
Printed Name: GREGORY I. GUERNSEY
Title: Director, Planning & ~~Development Review~~ Department
ZONING

APPROVED AS TO FORM:

_____
~~David V. Sorola~~, Assistant City Attorney
Lee Simmons

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 15 day of August, 2018 by Kimberly A. McNeeley, the (title) of Corporation, Inc., a _____ Corporation, on behalf of said Austin Parks and Recreation Department of the City of Austin Corporation.

(SEAL) GLORIA B. SAUCEDO Notary Public, State of Texas Comm. Expires 09-29-2021 Notary ID 10993516

Gloria B Saucedo
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 19th day of September, 2018 by Greg Guernsey, Director, Planning & Development Review Department of the City of Austin, a Texas home rule municipal corporation, on behalf of said municipal corporation.

(SEAL) DEBBIE VALERO Notary Public, State of Texas Comm. Expires 02-09-2020 Notary ID 128879828

Debbie Valero
Notary Public, State of Texas

LIST OF EXHIBITS:

Exhibit A	Total Estimated and Eligible Reimbursable Costs of Sidewalk Project
Exhibit B	Sidewalk Project Plans
Exhibit C	Executed City License Agreement

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 16 day of August, 2018 by Colin Walls, the (title) of Corporation, Inc., a Austin Parks Foundation Corporation, on behalf of said Corporation.

(SEAL) CLAY MANLEY NOTARY PUBLIC - STATE OF TEXAS ID# 128699149 COMM. EXP. 08-08-2019

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 18 day of September, 2018 by Greg Guernsey, Director, Planning & Development Review Department of the City of Austin, a Texas home rule municipal corporation, on behalf of said municipal corporation.

(SEAL) DEBBIE VALERO Notary Public, State of Texas Comm. Expires 02-09-2020 Notary ID 128879828

Notary Public, State of Texas

LIST OF EXHIBITS:

Exhibit A	Total Estimated and Eligible Reimbursable Costs of Sidewalk Project
Exhibit B	Sidewalk Project Plans
Exhibit C	Executed City License Agreement

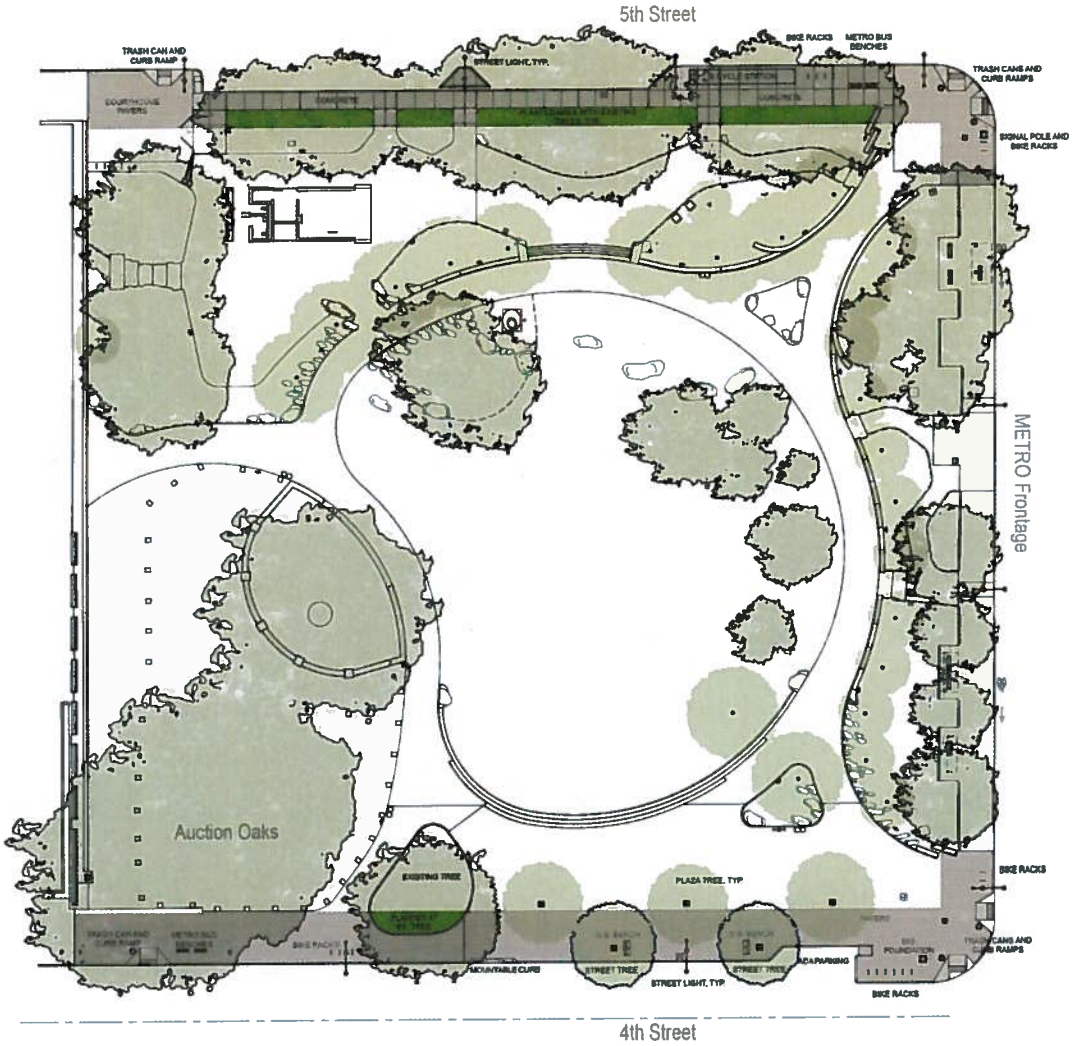
EXHIBIT A **Total Estimated and Eligible Reimbursable Costs of Sidewalk Project**

Great Streets Development Program

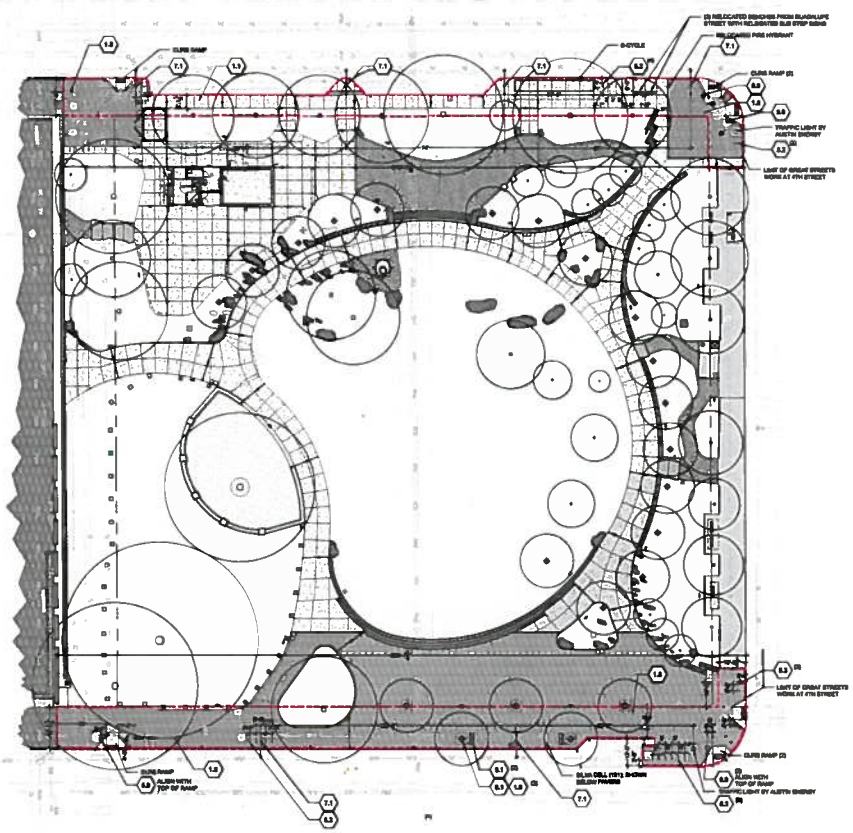
Great Streets Reimbursement Calculation Worksheet
For Community Facilities Contract

Great Streets Element	Quantity Provided	City Standard	Cost (includes labor & materials)	Reimbursement Rate	Total
Standard CBD Sidewalk	(square foot area measured from property line to face-of-curb)	Width of concrete sidewalk varies, 6"concrete curb/18"gutter	$199,602.08	30 %	$59,880.624
Paving for Sidewalk Beyond Minimum Required Width	(square foot area measured from property line to face-of-curb *minus* Standard CBD Sidewalk Requirement)		$26,383.09	100 %	$26,383.09
Street Trees (including tree grates and irrigation)		None Required	$19,259.26	30 %	$5,777.78
Planting Drainage		None Required	X	30 %	$0
Other Landscaping		None Required	X	30 %	$0
Benches		None Required	$6,311.62	30 %	$1,893.49
Bike Racks		None Required	$3,996.58	30 %	$1,198.97
Waste Bins		None Required	$20,342.15	30 %	$6,102.65
Street Lighting / Traffic Signal Poles & Tree Lighting (including foundations, conduit, pull boxes)		3 Street Lighting poles per block; staggered / Traffic Signal Poles as warrants are met	$233,982.67	100 %	$233,982.67
Relocation / Oversizing of Utilities (Water Lines, Drainage Inlets, Storm Lines, etc.)		Standards set by W/WW, PW, WPDR	$8,400	100 %	$8,400
Other Elements Wall elements			$25,455.59		$14,455.59
Bollards			$2,042.20		$2,042.20
				Sub-total	$ 371,117.06
Reimbursement CAP Established for this project:					$ 214,000
TOTAL (not to exceed CAP)					$ 214,000

EXHIBIT B **Sidewalk Project Plans**


5th Street
TRASH CAN AND CURB RAMP
STREET LIGHT, TYP.
BIKE RACKS
METRO BUS BENCHES
TRASH CANS AND CURB RAMPS
SIGNAL POLE AND BIKE RACKS
METRO Frontage
Auction Oaks
EXISTING TREE
PLAZA TREE, TYP
BIKE RACKS
MOUNTABLE CURB
STREET TREE
STREET LIGHT, TYP
ADA PARKING
BIKE RACKS
4th Street


NORTH
0 10 20 40
ORIGINAL SCALE: 1"=20'



Great Streets Take Offs - 5th Street			
Keynote	Name	Unit	Qty
1.1	Concrete, Pedestrian	sf	2310
1.5	Modular Paver, Pedestrian	sf	400
1.6	Modular Paver, Vehicular	sf	680
5.2	Bike Rack	ea	8
5.5	Removable Bollard	ea	1
5.9	Trash Receptacle Type 2	ea	1
7.1	Great Streets Light	ea	3
	curb ramp	ea	1
	mountable curb	ea	1

Great Streets Take Offs - 4th Street			
Keynote	Name	Unit	Qty
1.5	Modular Paver, Pedestrian	sf	1830
1.6	Modular Paver, Vehicular	sf	3970
1.9	Tree Grate	ea	3
5.1	Bench	ea	2
5.2	Bike Rack	ea	6
5.5	Removable Bollard	ea	1
5.9	Trash Receptacle Type 2	ea	2
7.1	Great Streets Light	ea	2
9.1	4" Caliper Chinquapin Oak	ea	3
	Silva Cell	ea	191
	curb ramp	ea	3
	mountable curb	ea	1

REPUBLIC SQUARE PARK - PHASE II

GREAT STREETS EXHIBIT

DESIGNWORKSHOP

ORIGINAL SCALE 1"=20'

DECEMBER 1, 2016

EXHIBIT B continued Sidewalk Project Plans

Corporation agrees to provide Construction Documents for the Sidewalk Project as described herein, and to provide complete design, engineering, construction and project management services for the Sidewalk Project in accordance with the City's Land Development Code and applicable ordinances, laws, and statutes, as amended unless otherwise modified by this Community Facilities Contract.

Corporation agrees to contact the City' Planning & Development Review Department (PDR), Urban Design Division, within 24 hours of any known construction conflict with the Sidewalk Project that may cause the location of any sidewalk element to shift location by more than 3-inches. Corporation agrees to produce, coordinate and evaluate design alternatives for said conflicts at Corporation's sole expense and shall receive PDR staff approval for any variances from the Sidewalk Project prior to construction of effected sidewalk element.

Sidewalk elements include, but are not limited to City standards, specifications and the following criteria:

(a) 4th Street curb to be located 16-18-feet from property line to face-of-curb, 5th Avenue Street curb to be located 6-12 feet from property line to face-of-curb.

(b) (12) Type III bike racks; Standard Detail # 710s-1 page 1 of 3; individual inverted "U" shape racks accommodating two bikes per rack; galvanized finish.

(c) (2) waste bins adjacent to accessible curb ramps at corner: Fairweather TR-12 waste bin with hinged side-opening door for emptying; 35 gallon liner with handle; dome top; flush key lock and latch; "Silverdillo" color.

(d) (2) benches on 4th Street: Landscape Forms Plainwell Bench in 5-foot length with center arm, silver color with Ipe slats. To be installed 18-inches from face-of-curb to end of bench.

(e) Street Lighting & Traffic Signal pole infrastructure including: pole foundations, pull boxes, handholes, and conduit per design provided by City.

(f) (5) 6-foot-by-6-foot (6' x 6') cast iron tree grates on 4 Street with ADA compliant openings and expandable center for tree trunk growth.

(g) Irrigation and drainage for all trees and plantings.

(h) (5) 6-inch caliper Chinquapin Oak, Quercus muehlenbergii street trees on 4th Street. All street trees to meet the following minimum criteria, specifications and performance standards:

Intent

The curbside street tree is envisioned as a large canopied, high branching tree that is tolerant of urban conditions, relatively disease and pest resistant, and has been grown successfully within the Austin area. Planting a tree is an investment in time, money, and the future. Trees can provide net benefits, both environmental and aesthetic, that are worth two to three times the cost of planting and caring for them over a 30-year period. The most important steps in producing a return on the investment in tree planting are to select the highest quality tree possible, plant it correctly, and train it to develop a sturdy, tapered trunk with well-spaced lateral branches that are proportional in size.

Criteria for Location of Trees in Streetscape

- Street trees are intended to form a continuous canopy over the street and sidewalk affording shade to pedestrians and helping to counteract the urban heat island effect of pavements and masonry building walls. To accomplish this, trees should be tightly spaced - 22 to 30-feet on center - so that the canopies touch, but allow sufficient room for tree canopies to grow without conflict with building elements such as building canopies or signs or with other landscaping.
- Trees form a psychological and physical boundary between the pedestrian and vehicular zones of the street. They should be placed in the 8-foot wide curbside zone with other streetscape furnishings, a minimum of four feet from the face of curb to centerline of tree. The 4-foot setback from face-of-curb means that if medians are to be built they must be a minimum of 8-feet wide from face-of-curb to face-of-curb for trees to be installed in them.
- Where sidewalks are not wide enough to accommodate a tree pit, consideration should be given to extending sidewalk at corners and at each mid-block roadway light pole location to create space for tree placement beyond the existing ten-foot sidewalk width.
- City code requires that there be a 5-foot horizontal clearance between trees and underground utilities and a 10-foot clearance between trees and overhead utilities. Tree pit excavation must not come within 1 foot of an existing underground utility in order to not disturb the pipe bedding. Trees must be no closer than 11 feet to any roadway light pole or pedestrian light pole.

Criteria for Tree Wells and Planting Areas

- For tree health and longevity, it is imperative to provide the greatest volume of root zone possible. A minimum of 6'-0" long x 6'-0" wide x 3'-6" deep tree well is required in a 12 to 18-foot wide sidewalk. However, the greater the size of the root zone, the better the survival rate of the trees. 1000 cubic feet is the optimum soil volume to sustain long-term growth.
- Elongated tree wells, plant beds or a continuous planting trench running parallel to the street and connecting tree pits are encouraged to provide an even better growing environment for tree roots. Elongated tree wells should have at least that portion of the well which exceeds the

standard 6-foot X 6-foot well dimension covered with a paver type of grate in lieu of a cast iron tree grate to maximize the walkable sidewalk surface. Where curbside parking is located, plant beds shall not exceed 14' in length, shall be centered on the tree and shall be located so as to not block access to the sidewalk from the parking space.

- The optimum tree well consists of a continuous 2' depth of structural soil extending underneath the sidewalk beyond the immediate planting well from the building face to the curb.
- Fully irrigate the tree wells with a minimum of two bubblers per well on an automatic irrigation system. Irrigation system must be designed in accordance with planting soil textural characteristics and infiltration rate of native, subgrade soils.

- Provide a well-drained planting mix in tree well, or use a structural soil.

Tree Selection Criteria

Tree Species

- Property owners shall choose tree species from the Great Streets Master Plan and COA approved tree lists in consultation with the City's Great Streets Development Program staff. In general, East-West streets are to be planted in Cedar Elm or Drake Elm, in alternating pattern, i.e: Cedar Elm on Second Street, Drake Elm on Third Street and so forth. North-South streets are to be planted in Red Oak or Big Tooth Maple.
- Trees that are to be planted where they will receive shadows from adjacent buildings shall be selected from those species that are able to acclimate to such conditions.
- The selected tree species should be readily available from a tree nursery, have a reasonable growth rate of not less that ½ inch in caliper per year, and be of a disease-resistant, drought-tolerant variety whenever available.
- Trees shall be locally grown to enhance their probability of success in Austin's limestone soils and climate of extremes in heat and drought. Locally grown shall be defined as grown from seed originating within an area that extends from San Antonio to Waco and from I-35 to Uvalde and having been grown in an alkaline soil/water environment for a minimum of 5 years.

Tree Size, Form and Condition

- For appropriate scale in the downtown environment, trees shall be a minimum of five-inch caliper (measured twelve inches above the root ball or soil surface in container) at time of planting. Administrative waiver to this requirement may be made by staff in the case of site constraints that preclude installing a tree of this size or if the species selected exhibits a larger than usual canopy to caliper size proportion.
- Care should be taken to match the height, spread, and habit of the trees along a block front.
- All trees shall be true to type or name as ordered and have a form typical for the species or cultivar.

The height, crown spread, diameter, and root size of all trees shall be

appropriate for the type of stock and in proportion to one another.

- The trunk of the tree must have visible taper with a strong single, central leader, free of co-dominant stems and vigorous upright branches that compete with the central leader. Generally the leader should not be pruned or headed back. However, if the leader has been pruned, a vertical branch at least ½ the diameter of the leader must be present immediately below the pruning point. No portion of the trunk from six inches above the root crown shall be larger than the lower portion. The bottom six inches of the trunk shall be of greater diameter than other portions of the trunk. The trunk shall be straight with no crooks or bends exceeding 20 degrees from the vertical with the total number of bends not to exceed two per tree.
- No branches shall be greater than 2/3 the diameter of the trunk. The branches shall be well distributed in a symmetrical pattern around the trunk and free of crossing branches. The ideal branch spacing is 8" to 12" apart and forming a 45-degree angle with the trunk. Trees shall not have scaffold branches with included bark. Suckers and water sprouts shall not be present on trees.
- Temporary branches should be present along the trunk below the lowest permanent scaffold branch. Heading of temporary branches is acceptable to limit their growth. Minimum clearance for tree limbs and branches must be 7'-6" above the level of the sidewalk. Trees should be trimmed proportionately to an ultimate clearance height of 14'-0" above the sidewalk and street over time to provide adequate sight lines for storefronts and traffic signals.
- Container grown trees are preferred for their higher rate of successful establishment. This requirement may be administratively waived by staff to allow for the use of boxed, or balled and burlapped if container grown trees are proven to not be available.
- Root ball of all trees shall be moist throughout and the crown shall show no signs of moisture stress at time of delivery.
- The root mass shall be free of roots visibly circling the trunk and free of "knees" (roots) protruding above the soil. The root mass periphery shall be free of excessive circling roots or bottom matted roots. The uppermost roots shall be within one inch above or below the soil surface. If container grown, the soil surface shall be no lower than 3" from the top edge of the container.
- The root ball or container shall be free of weeds.
- The tree shall be well-rooted in the soil mix and capable of standing upright, on its own, at the time of acceptance without the support of a nursery stake. When the container is removed, the rootball shall remain intact. The trunk and root ball shall move as one unit when lifted.
- All trees shall be healthy and vigorously growing at time of acceptance. They shall be free of wounds (except for properly made pruning cuts that have callused over at least half-way) sunburned areas and conks, bleeding galls, cankers, lesions and any other sign of disease or of boring insects and insect injuries.

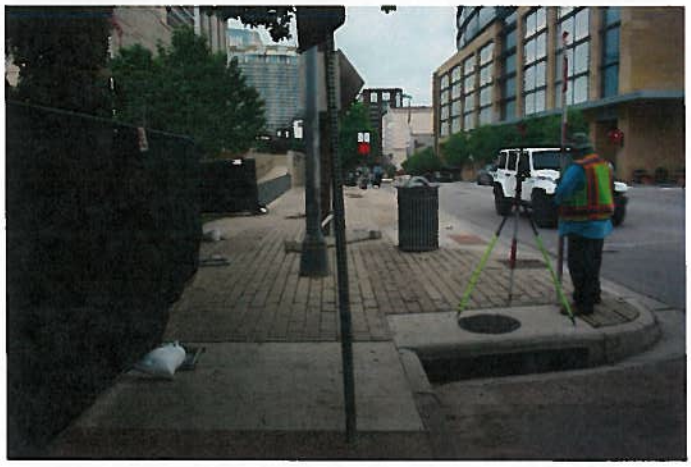
Installation

- Planting when the temperatures are high will decrease the chances for survival. Install trees only from September 15 to May 31.
- Set the root ball so its top is flush with grade in a continuous planting area or 6 to 9 inches below sidewalk grade with tree grates.
- Ensure that the best face of the tree is facing outward toward the street.
- When using tree grates, make sure that the trunk is set exactly in the center of the grate opening.
- Install tree upright and plumb in all directions

Republic Square Park - Great Streets Documentation

5th and Guadalupe
Before Construction

5th Street
Before Construction



5th Street at Courthouse
Before Construction

4th Street
Before Construction

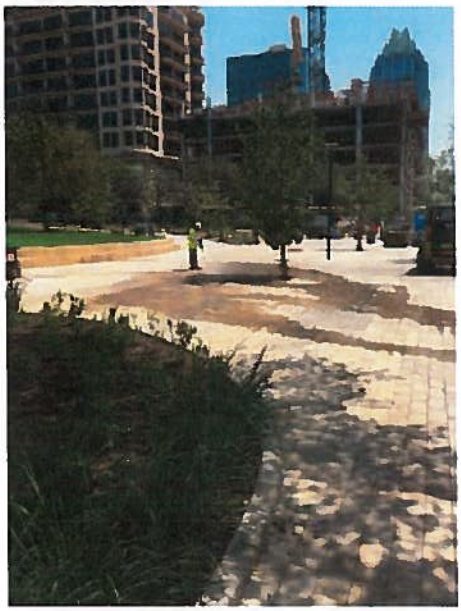
4th Street
Before Construction


5th Street Sidewalk during construction


4th and Guadalupe during construction Courthouse Pavers during construction

Tree planting

4th Street after construction



4th Street after construction

Courthouse after construction

EXHIBIT C **Executed City License Agreement**

ORIGINAL
FILED FOR RECORD

MEMORANDUM OF UNDERSTANDING

To: Robert Hinojosa, Acting Director
Public Works Department

From: Sara Hensley, Director, CPRP
Parks and Recreation Department

Subject: Republic Square Park Improvements

Date: November 28, 2016

Parks and Recreation Department agrees to construct and install the trees with tree wells and tree grates, tree well drains, benches, bike racks, trash receptacles, irrigation system, pavers, landscape, decorative rocks, and trash enclosure and being a portion of the present right-of-way of West 4th Street, West 5th Street, and Guadalupe Street adjoining 422 Guadalupe Street as shown on the attached and incorporated Exhibit A and B ("Improvements").

Parks and Recreation Department agrees to construct and install the trees with tree wells and tree grates, tree well drains, benches, bike racks, trash receptacles, irrigation system, pavers, landscape, decorative rocks, and trash enclosure, shown on the attached and incorporated Exhibit C, ("Improvements") in the City's right-of-way.

Park and Recreation Department shall reimburse the City of Austin Department or non-City entity that own existing facilities for all costs to replace or repair any Existing Facilities that are damaged or destroyed by installing the Improvements in the City's Right-of-Way. However, franchises or license agreements with non-City entities may require them to relocate their Facilities at their own expense, in which case such franchise or license agreements control.

Park and Recreation Department will construct, install, use, operate, repair, replace, maintain and remove the improvements in the City's Right-of-Way in compliance with all applicable City, County, State and/or Federal Law, ordinances, regulations and policies.

By: _____
Robert Hinojosa, Acting Director
Public Works Department

By: _____
Sara Hensley, Director, CPRP
Park and Recreation Department

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned Notary Public of the State of Texas, on this day personally appeared Robert Hinojosa, Acting Director, Public Works Department, 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 6 day of December, A.D. 2016.

LINDA ROXANNE CAMPOS
My Notary ID # 130134638
Expires February 27, 2019

_____
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 Sara Hensley, Director, CPRP, Park and Recreation Department, 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 5th day of December 2016, A.D. 2016.

GERGELY PERLAKY
Notary Public, State of Texas
My Commission Expires
January 13, 2019

_____
Notary Public, State of Texas

SITE PLAN

FOR

REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

SUBMITTED BY:

Engineer — Date 07/20/2016

REVIEWED BY:

Planning and Development Review Department — Date 7/12/16

SPC-2016-0016C
Site Plan/Development Permit Number

DEVELOPMENT ASSESSMENT EXPIRATION DATE: JUL 27 2018

Austin Water Utility — Date 7/25/16
Pressure Zone CH

Austin Fire Department — Date

Industrial Waste — Date 7/22/16

SUBMITTAL DATE: JANUARY 12, 2016
ZONING: P-H (PUBLIC-HISTORIC)
RELATED ZONING CASE: NONE

REVISIONS/CORRECTIONS

NO.	DESCRIPTION	PROCESSED ACCEPTED WITH TO SHEET NO.	TOTAL OF CHANGES IN PLAN SET	NET CHANGE OF CHARGE (SQ.FT.)	TOTAL SITE AREA CHANGE (SQ.FT.)/%	CITY OF AUSTIN APPROVAL-DATE	DATE CHANGE MADE

WATER SER NO: N/A
WASTEWATER SER NO: N/A

FIRE FLOW DATA

WATER PRESSURE ZONE	CENTRAL
TOTAL BUILDING AREA (SF.)	[illegible]
PROPOSED BUILDING CONSTRUCTION TYPE	VB
WATER PRESSURE ZONE	CENTRAL
AVAILABLE WATER PRESSURE (PSI)	[illegible]
MINIMUM REQUIRED FIRE FLOW DEMAND (GPM)	1,500

License agreement has been executed and approved. License agreement must be recorded prior to issuance of the building permit by the City of Austin. License Agreement Ordinance #: _____

OWNER: Austin Parks and Recreation Department
200 S. Lamar Blvd
AUSTIN, TEXAS 78704
(512) 974-6700

OWNER'S REPRESENTATIVE: Guest Resource Group
1101 E 6th St, Suite B
AUSTIN, TEXAS 78702
(512) 220-0642

LEGAL DESCRIPTION: 276-x 276 FT (PUBLIC SQUARE) BETWEEN BLK 48 AND BLOCK 245 ORIGINAL CITY

PROJECT ADDRESS: 422 GUADALUPE STREET
AUSTIN, TEXAS 78701

WATERSHED AND CLASSIFICATION: TOWN LAKE WATERSHED, URBAN

THIS PROJECT IS LOCATED IN THE LADY BIRD LAKE AND SHOAL CREEK WATERSHEDS, WHICH ARE CLASSIFIED AS URBAN WATERSHEDS.

OTHER NOTES: PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE

PROJECT IS NOT LOCATED IN THE BARTON SPRINGS ZONE

PARTICIPANTS IN THE REGIONAL STORMWATER MANAGEMENT PROGRAM (RSMP) MAY QUALIFY FOR FEE IN LIEU OF ON-SITE WQ PER THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL, ARTICLE 9.

RSMP CASE NO: [illegible]

THE RSMP REQUIREMENTS OF THE SITE PLAN WILL BE DONE BY THE OWNER'S RSMP PAYMENT IN ACCORDANCE WITH THE CITY'S RSMP FEE AND PROCEDURE AGREEMENT DATED FEBRUARY 28, 2001.

LANDSCAPE ARCHITECT: DESIGNWORKSHOP
[illegible] Suite 400
AUSTIN, TEXAS 78701
(512) [illegible]

STRUCTURAL ENGINEER: STRUCTURES
1000 W. 11TH STREET, SUITE 100
Austin, TX 78703
(512) [illegible]

MEP ENGINEER: Bentech
[illegible] Oaks, Bldg B, Suite 103
Austin, TX 78759
(512) [illegible]

IRRIGATION DESIGN: JAS IRRIGATION DESIGN
[illegible] MARS LOOP
WILLIAMSVILLE, TX 78660
(512) [illegible]

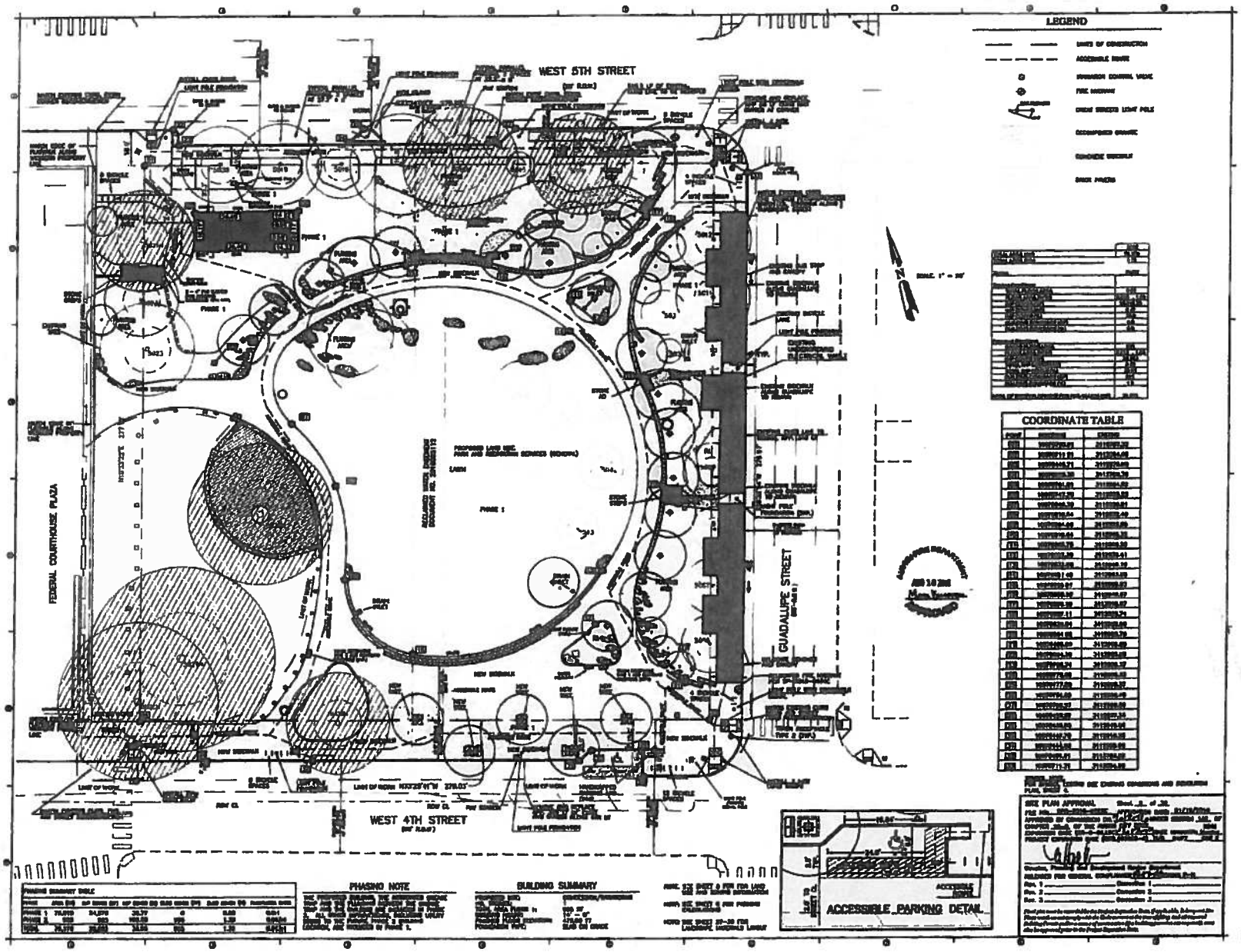
"APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE ACCURACY, ADEQUACY, AND SUFFICIENCY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS."

"THE SITE PLAN MUST USE THE VERSION OF RULES IN EFFECT AT THE TIME OF FILING OR THE VERSION THAT WAS EFFECTIVE WHEN THE FILING OF A SITE PLAN EXPIRATION EXTENSION WAS FILED."

SITE PLAN APPROVAL, Sheet 1 of 38
FILE NO. [illegible] DATE [illegible]
APPROVED BY COMMISSION ON [illegible] EXP. DT
CONDITIONS [illegible]
PRESENT EXPIRATION DATE [illegible]
Planning and Development Review Department
RELEASED FOR GENERAL COMPLIANCE [illegible] P-H
Rev. 1 _____ Correction 1 _____
Rev. 2 _____ Correction 2 _____
Rev. 3 _____ Correction 3 _____

AXION Engineering, Inc
13276 Research Blvd Ste 206
Austin, Texas 78750
Ph (512) 506-9835
Fax (512) 506-9377
www.axionengineering.com
Texas P.E. Firm No. F-43

Sheet 1 of 38



AXION Engineering

REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

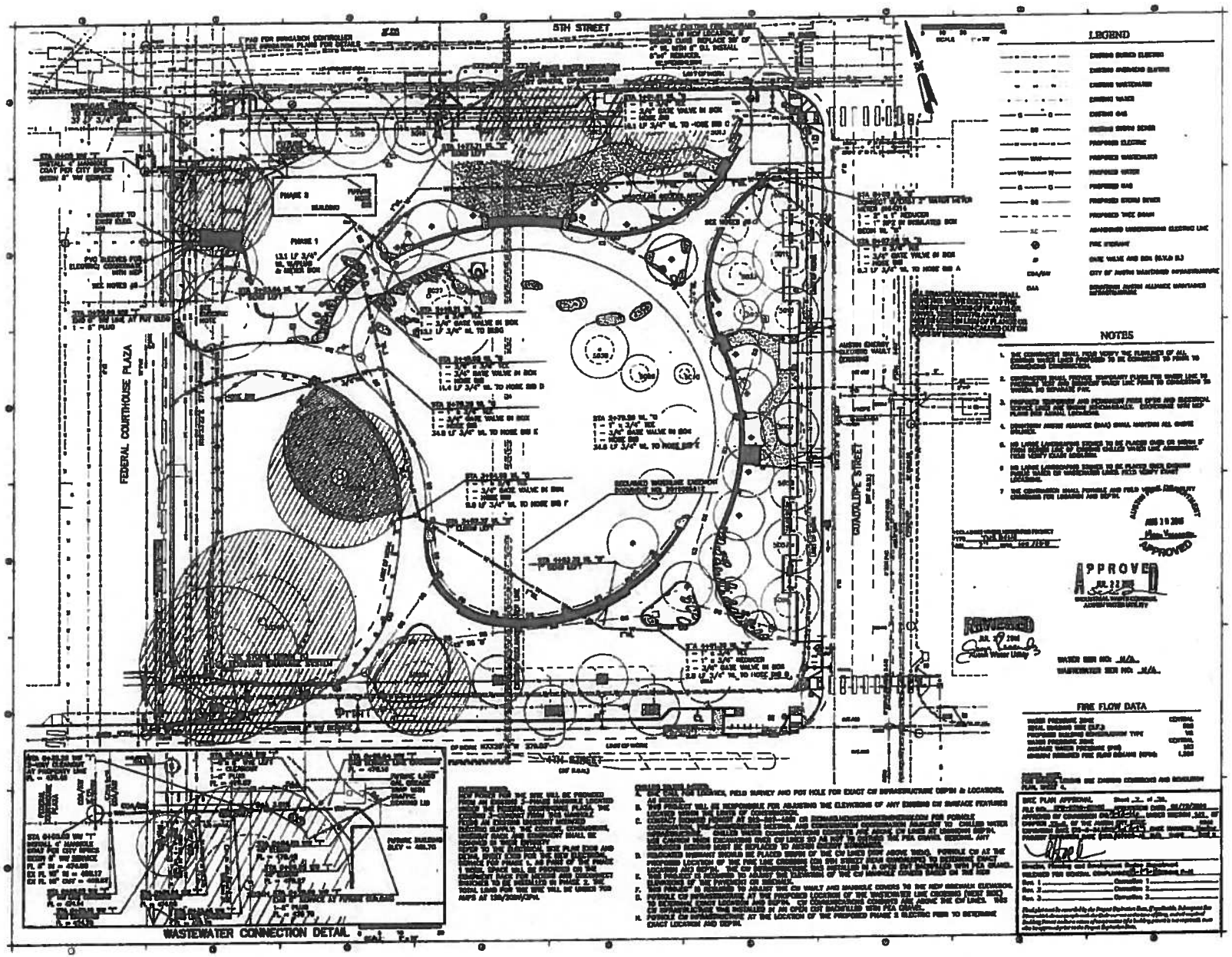
AUSTIN PARKS FOUNDATION

AUSTIN, TEXAS

SITE PLAN

5 39

C.O.A. CASE NO. SDP-2016-0185



AXION ENGINEERING INC
13376 Research Blvd Ste 200
Austin, Texas 78750
Ph (512) 502-9221
Fax (512) 502-9277
www.axionengineering.com
Texas P.E. Firm No. F-43

REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

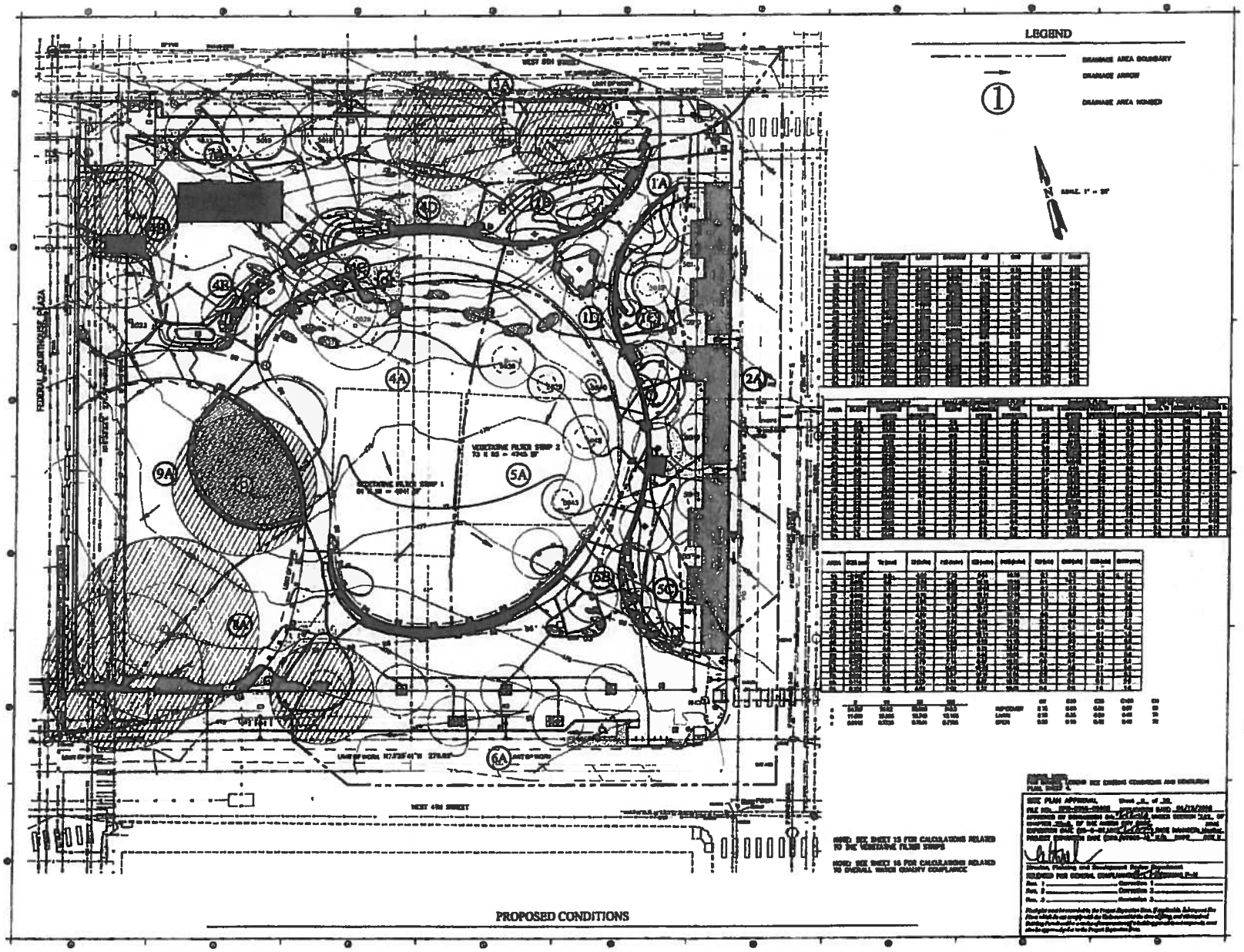
AUSTIN PARKS FOUNDATION

AUSTIN, TEXAS

UTILITY PLAN

7 39

C.O.A. CASE NO. SPC-2018-0018C



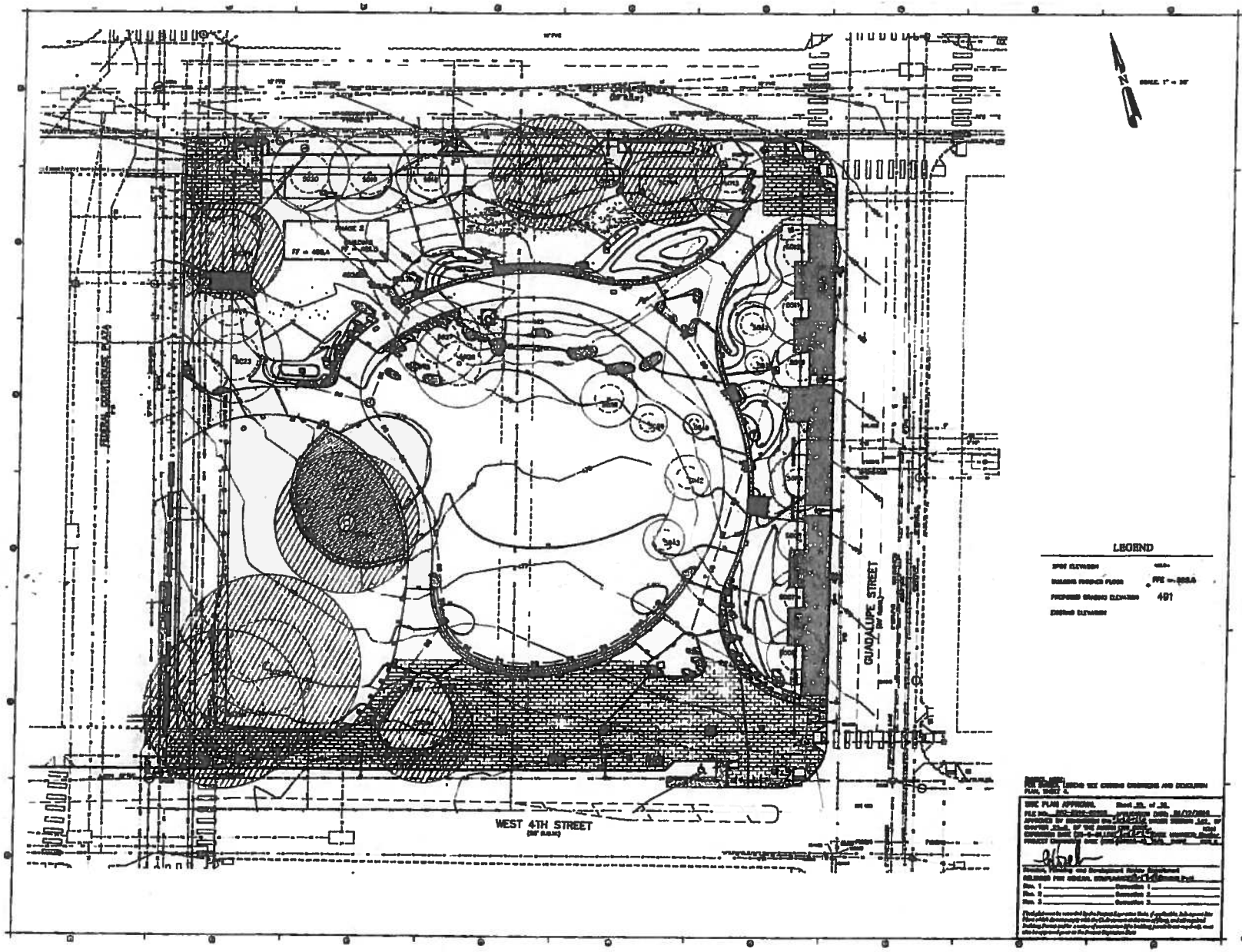
AXION Engineering

REPUBLIC SQUARE PARK
IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS

DRAINAGE PLAN – PROPOSED

9 39



AXION Engineering

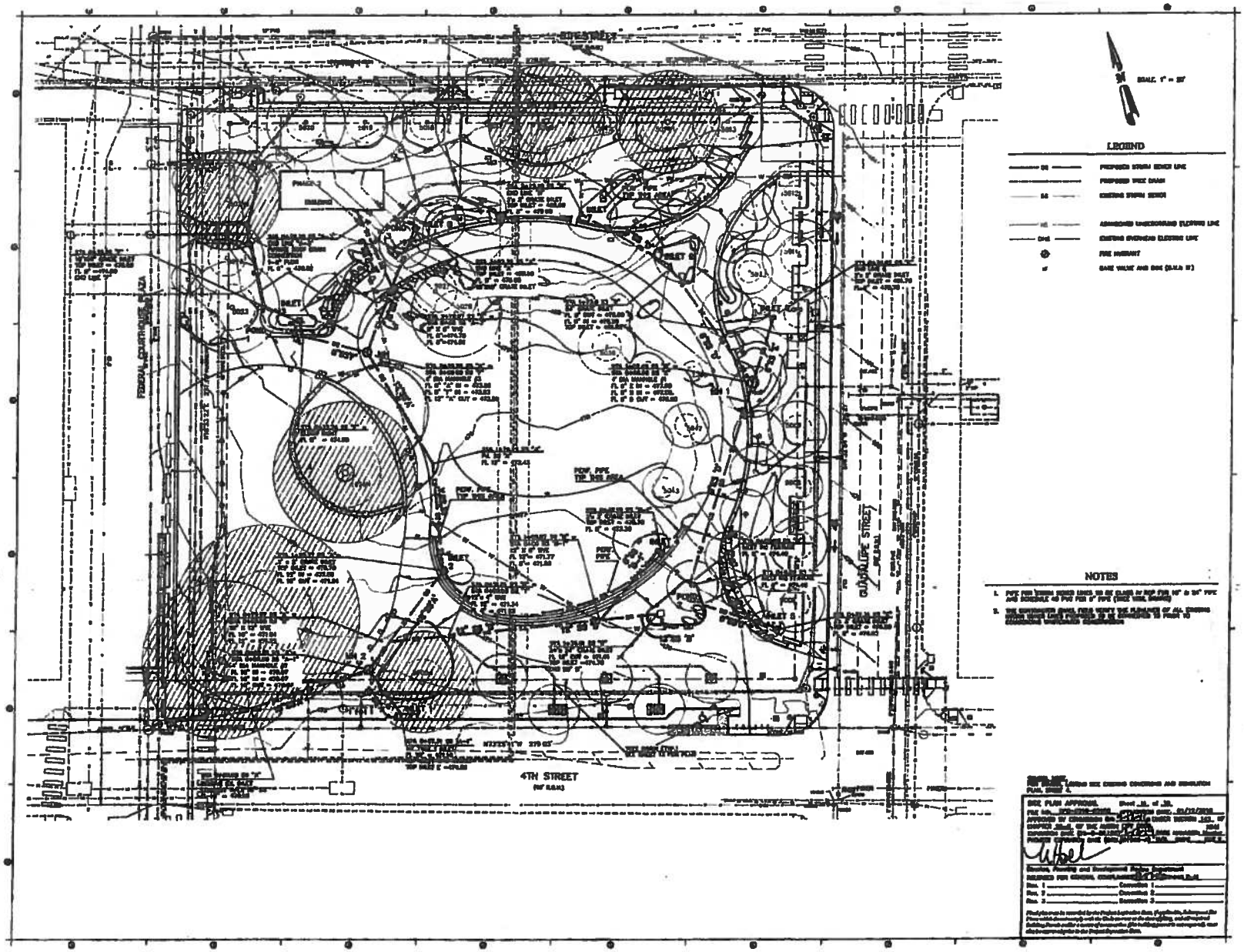
REPUBLIC SQUARE PARK
IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS

GRADING PLAN

10 39

C.O.A. CASE NO. SP-2015-0158C



AXION Engineering, Inc.

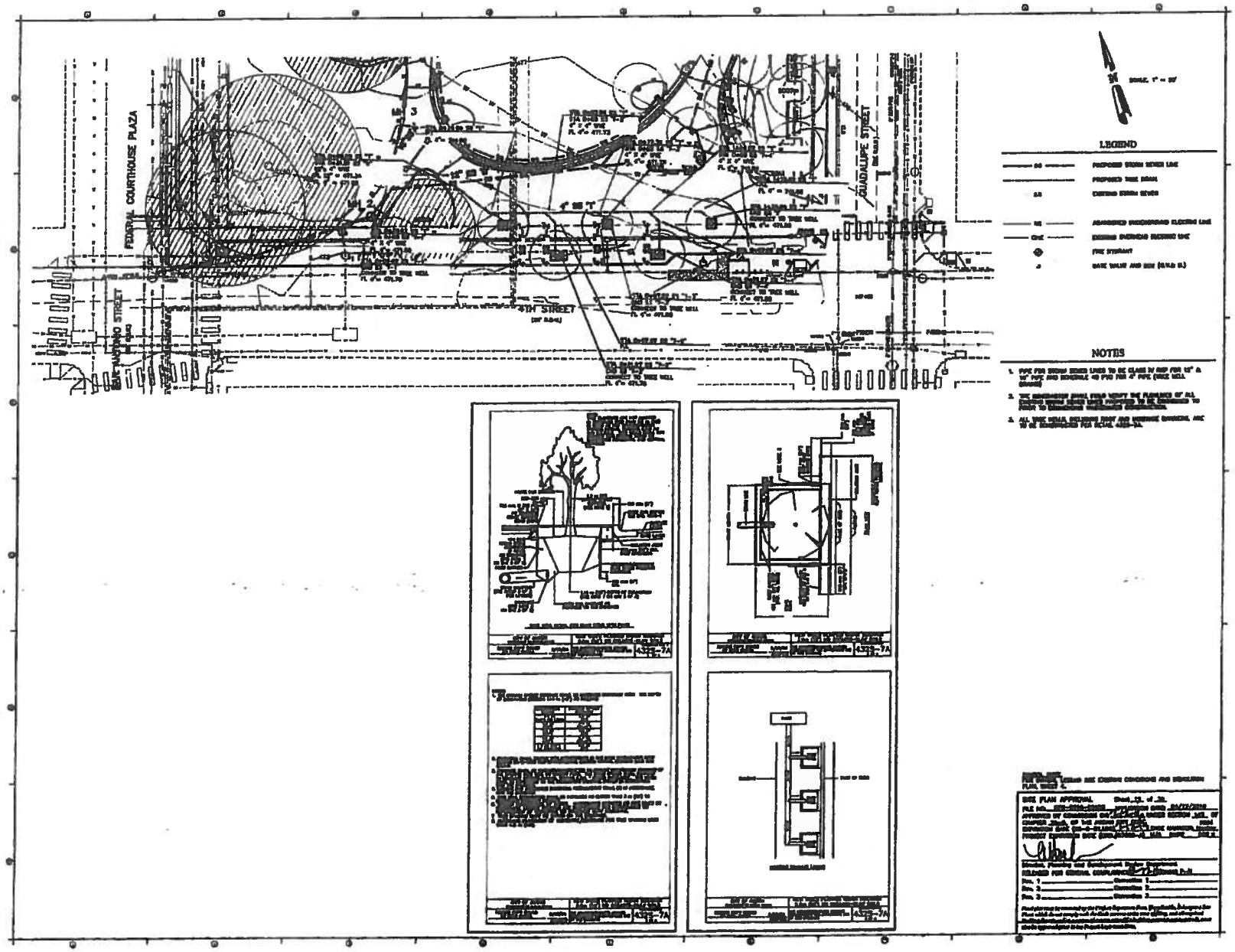
REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION

AUSTIN, TEXAS

STORM SEWER PLAN

11 39



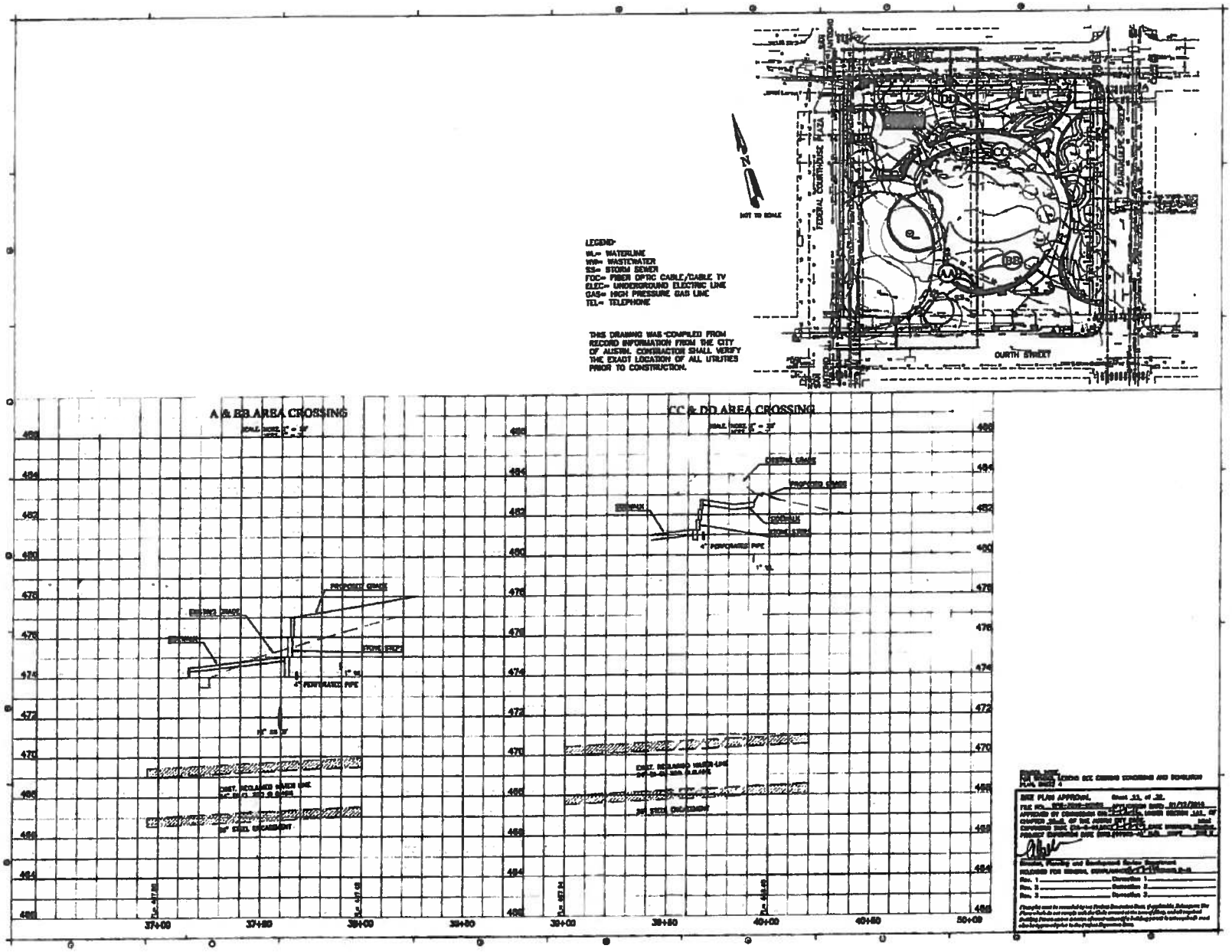
AXION Engineering

REPUBLIC SQUARE PARK
IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS

TREE DRAIN PLAN

12 39



AXION Engineering

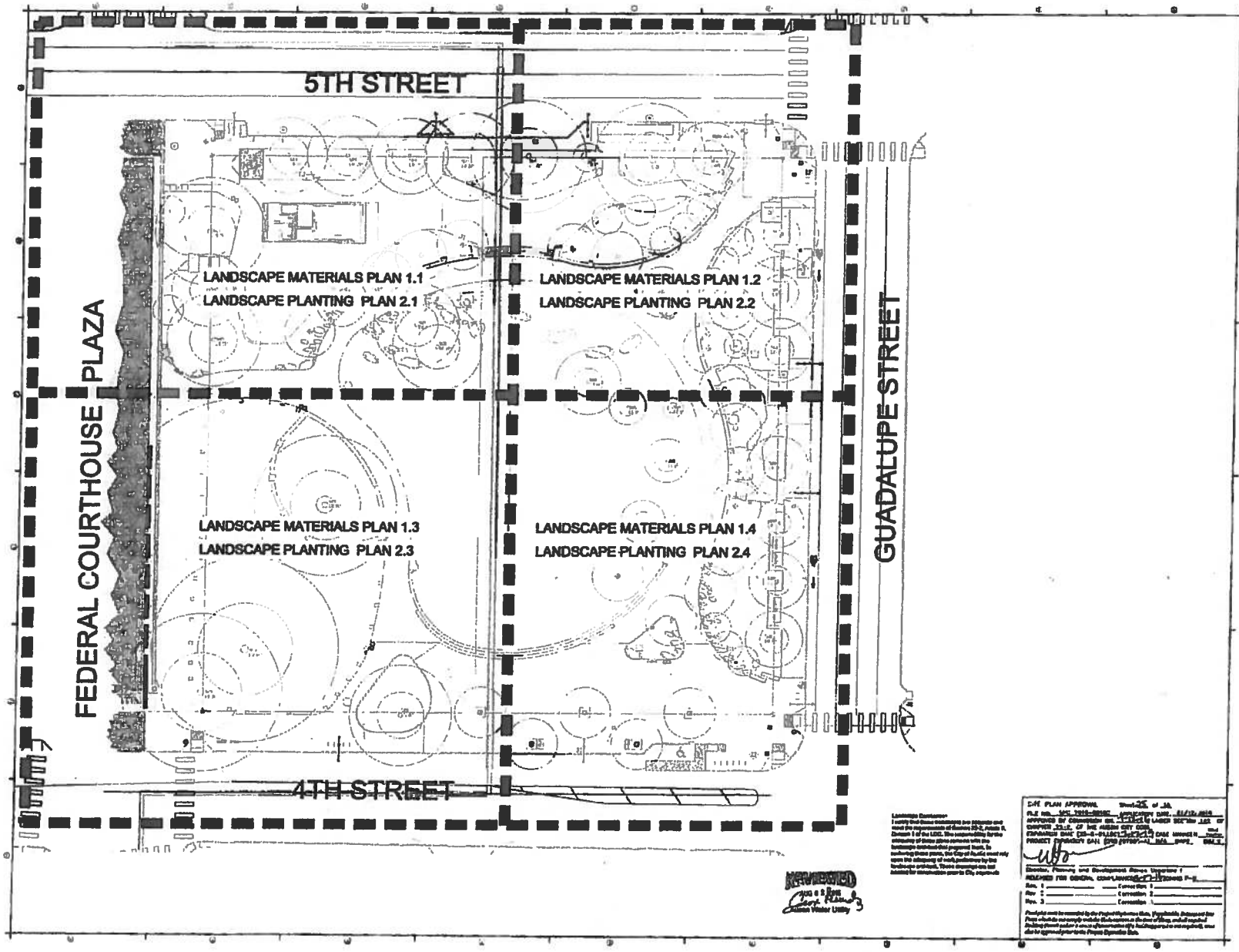
REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION

AUSTIN, TEXAS

UTILITY CROSS SECTIONS

23 39



DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning

Austin, TX 78701
(512) 469-0222
Facsimile (512) 469-0229

REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS

ISSUE DATE 03.23.2016

REVISIONS

#	DATE	DESCRIPTION

DRAWN BY: ____ REVIEWED: ____

SITE DEVELOPMENT PERMIT

PROJECT NUMBER: 2014

LANDSCAPE REFERENCE PLAN

SHEET NUMBER

25 of 39

C.O.A. CASE NO. SPC-2015-0018C

SITE PLAN APPROVAL

Sheet 25 of 39

FILE NO. SPC 2015-0018C APPLICATION DATE 03/23/2016

APPROVED BY COMMISSION ON ____ UNDER SECTION 25-5-142 OF CHAPTER 25-5, OF THE AUSTIN CITY CODE.

EXPIRATION DATE (25-5-81(A)(B)) ____ CASE MANAGER ____

PROJECT EXPIRATION DATE (25-5-81(F)(1)) N/A EXPIR. ____

Director, Planning and Development Review Department

RELEASED FOR GENERAL CONFORMANCE WITH CHAPTER 25-5

Rev. 1 ____ Correction 1 ____

Rev. 2 ____ Correction 2 ____

Rev. 3 ____ Correction 3 ____

Landscape Contractor:
I certify that these drawings are complete and meet the requirements of Section 25-2, Article 9, Division 1 of the LDC. The responsibility for the accuracy of these plans remains with the landscape architect-of-record. Prior to ordering these plans, the City of Austin must rely upon the adequacy of work performed by the landscape architect. These drawings are not intended for construction prior to City approval.

REVIEWED
Austin Water Utility

LANDSCAPE PLANTING NOTES:

[illegible]

DESIGNWORKSHOP

www.designworkshop.com

REPUBLIC SQUARE PARK
IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS

SITE PLAN APPROVAL Sheet 26 of 39

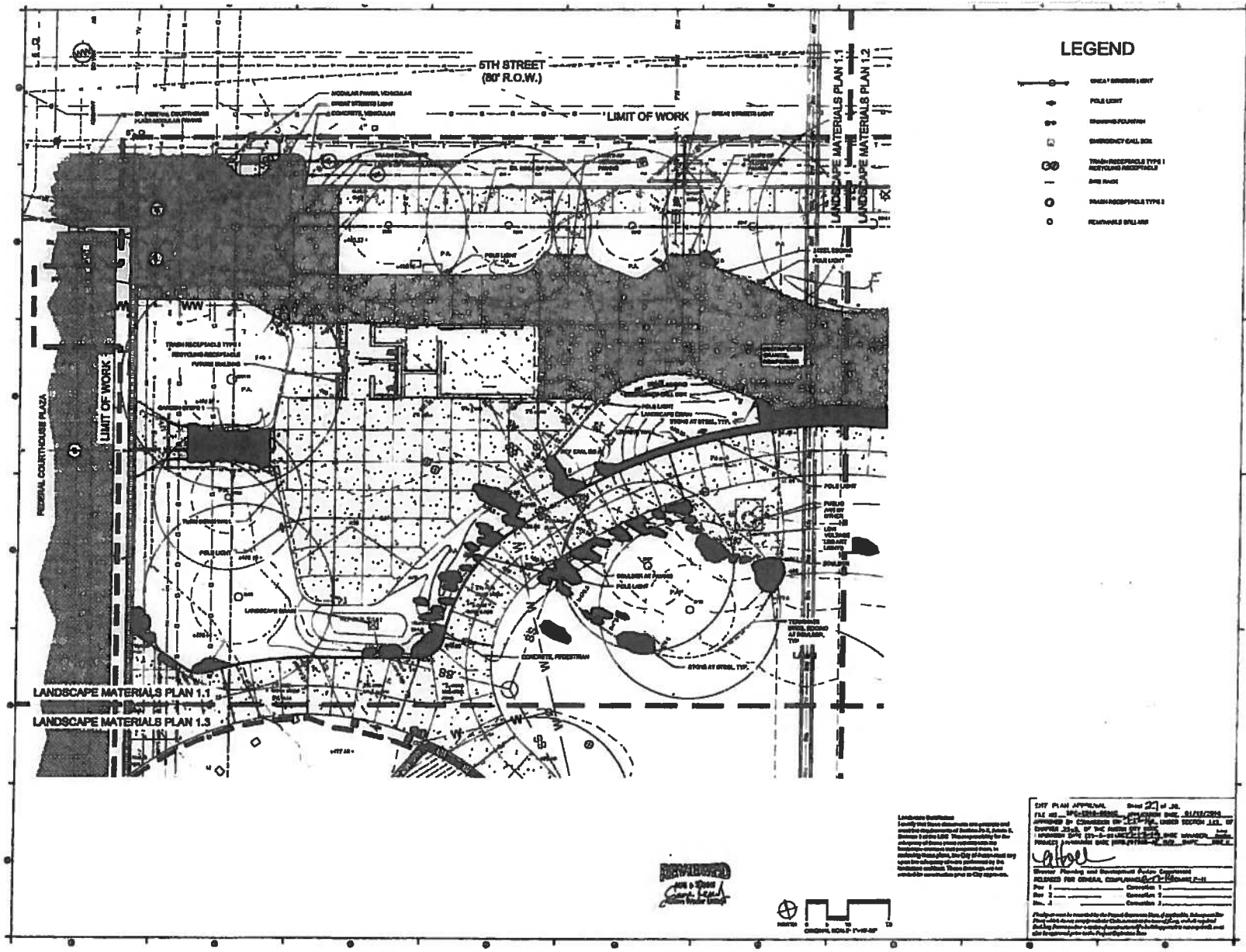
[illegible]

SITE DEVELOPMENT PERMIT

LANDSCAPE NOTES

26 of 39

C.O.A. CASE NO. SPC-2016-00 8C



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Facsimile (512) 469-0229

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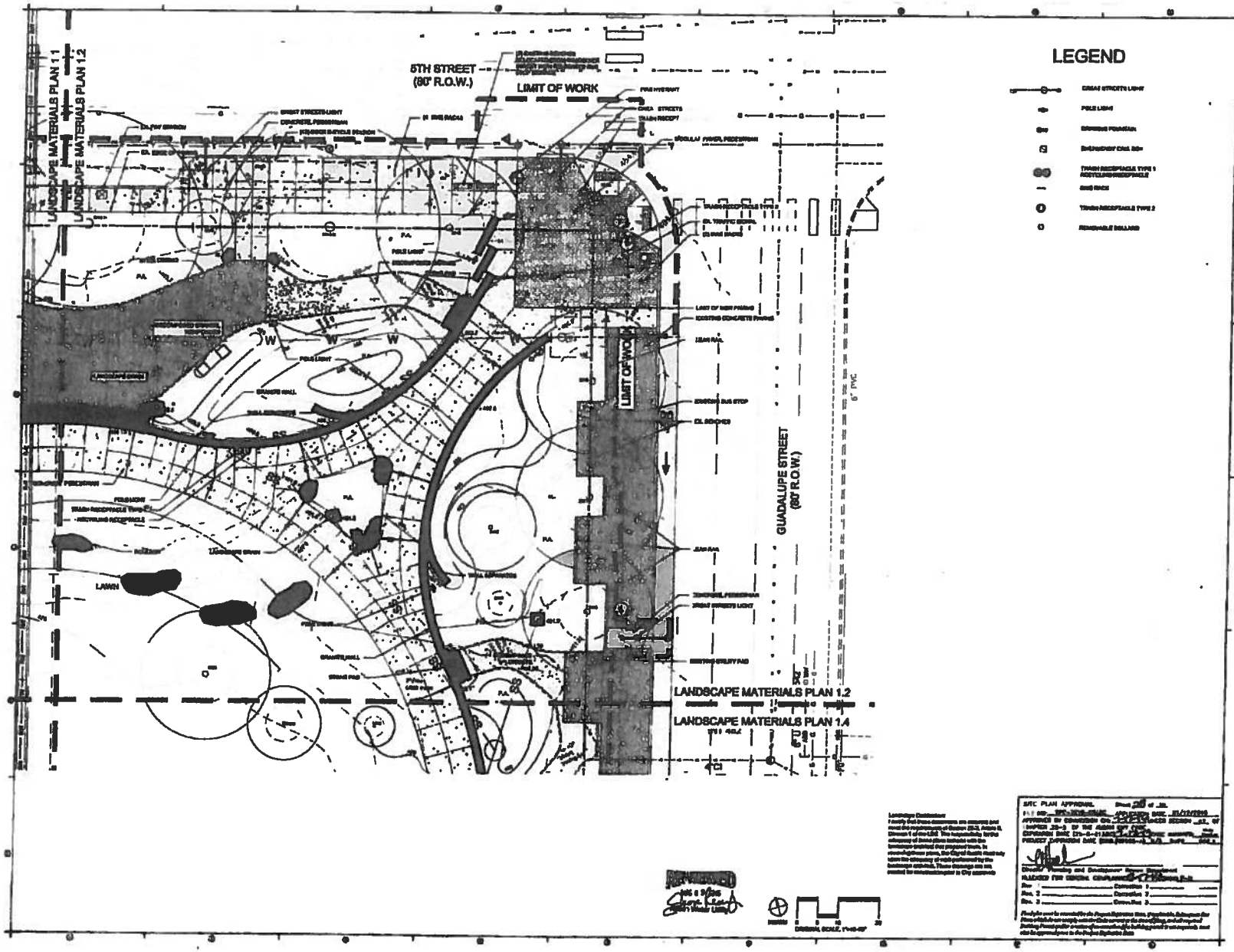
REPUBLIC SQUARE PARK
IMPROVEMENTS PROJECT
AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS

SITE DEVELOPMENT PERMIT

LANDSCAPE MATERIALS PLAN 1.1

27 of 39

C.O.A. CASE NO. SPC-2016-0018C



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(512) 469-0222
Pasadena (213) 403-0220

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REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS

REVISIONS

#	DATE	DESCRIPTION

SITE DEVELOPMENT PERMIT

PROJECT MANAGER: DSW

LANDSCAPE MATERIALS PLAN 1.2

SHEET NUMBER

28 of 39

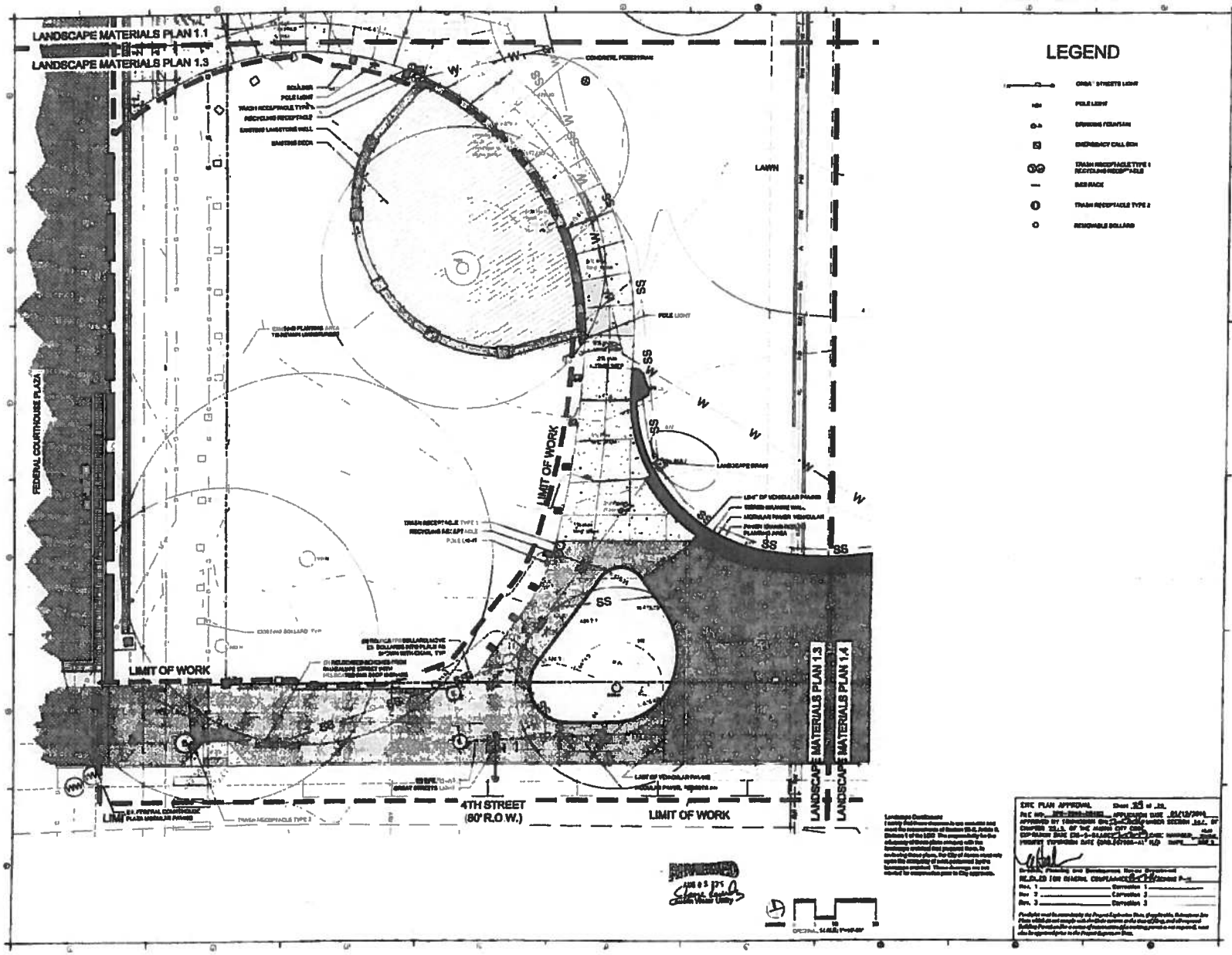
C.O.A. CASE NO. SPC-2016-0018C

SITE PLAN APPROVAL

APPROVED FOR GENERAL COMPLIANCE

REVIEWED

ORIGINAL SCALE: 1"=10'-0"


LANDSCAPE MATERIALS PLAN 1.1
LANDSCAPE MATERIALS PLAN 1.3
LANDSCAPE MATERIALS PLAN 1.3
LANDSCAPE MATERIALS PLAN 1.4
LEGEND
LAWN
LIMIT OF WORK
LIMIT OF WORK
LIMIT OF WORK
4TH STREET
(80' R.O.W.)
FEDERAL COURTHOUSE PLAZA
POLE LIGHT
LANDSCAPE DRAIN
CONCRETE PEDESTRIAN
TRASH RECEPTACLE TYPE 2
BIKE RACK
REMOVABLE BOLLARD
EMERGENCY CALL BOX
DRINKING FOUNTAIN
POLE LIGHT
TRASH RECEPTACLE TYPE 1
RECYCLING RECEPTACLE
BOLLARD
POLE LIGHT
TRASH RECEPTACLE TYPE 1
RECYCLING RECEPTACLE
EXISTING LIMESTONE WALL
SEATING DECK
EXISTING PLANTING AREA
TRADITIONAL LANDSCAPE
EXISTING BOLLARD TYP
REMOVE PROTOTYPE BOLLARDS NOW
IN BOLLARDS INTO PLAN AS
SHOWN WITH DIAM. TYP
IN BOLLARDS INTO PLAN AS
SHOWN WITH DIAM. TYP
TRASH RECEPTACLE TYPE 2
LIMIT OF VEHICULAR PAVER
VEHICULAR PAVER, VEHICULAR
LIMIT OF VEHICULAR PAVER
VEHICULAR PAVER, VEHICULAR
PLANTING AREA
SS
W
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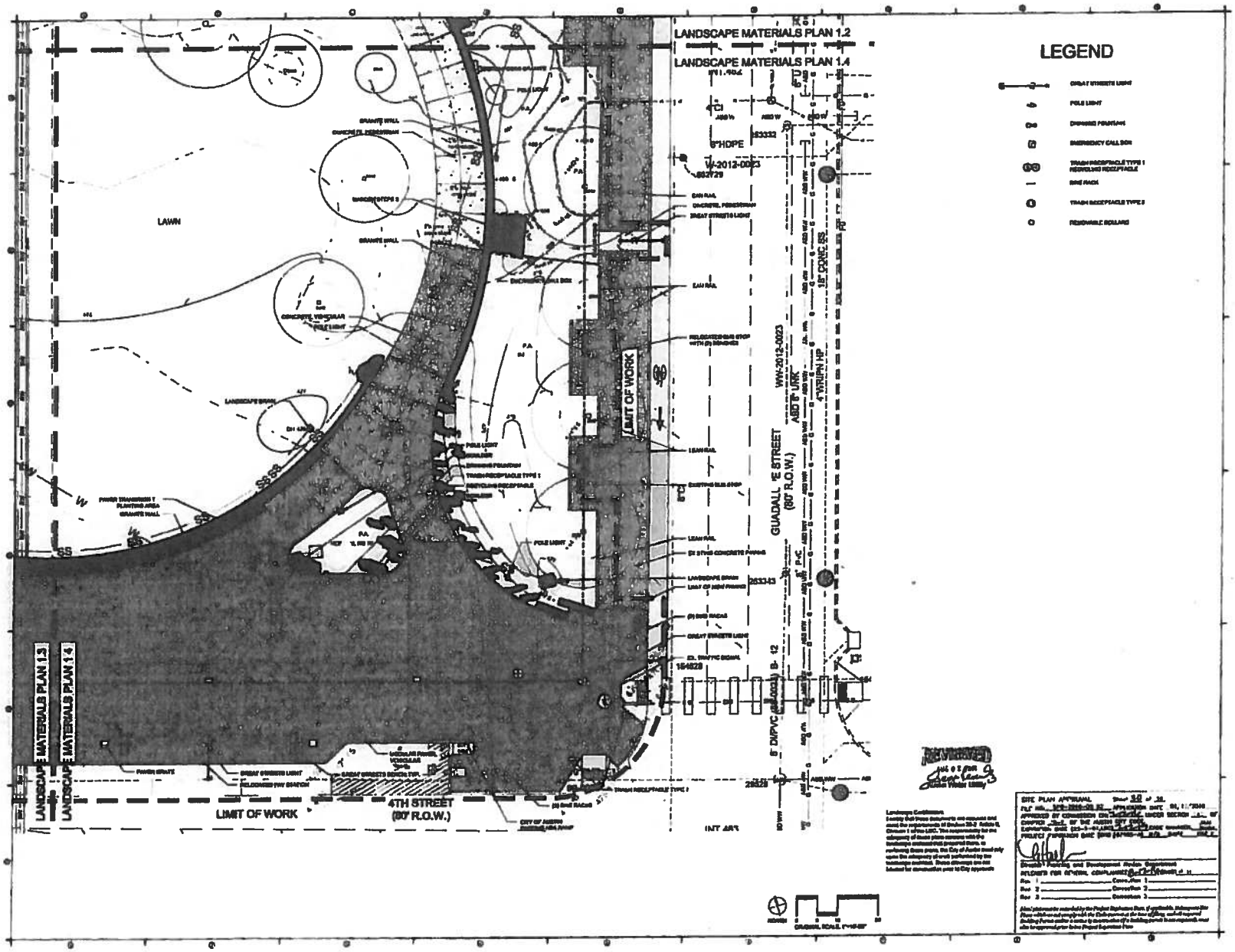
Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Austin • Aspen • Jackson • Sydney • Chicago •
• Zurich • Dubai • Muscat • San Miguel • Los Cabos •
800 Brazos St, Suite 400
Austin, TX 78701
(512) 469-0222
Facsimile (512) 469-0220
WWW.DESIGNWORKSHOP.COM
REPUBLIC SQUARE PARK
IMPROVEMENTS PROJECT
AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS
ISSUE DATE: 06.23.2016
REVISIONS
DATE DESCRIPTION
SITE
DEVELOPMENT
PERMIT
PROJECT NUMBER: 6224
LANDSCAPE
MATERIALS
PLAN 1.3
SHEET NUMBER
29 of 39
C.O.A. CASE NO. SPC-2016-0018C
SITE PLAN APPROVAL
Sheet 35 of 39
APPROVED BY
CHAPTER 25-5, OF THE AUSTIN CITY CODE
RELEASED FOR GENERAL COMPLIANCE
Rev. 1 Correction 1
Rev. 2 Correction 2
Rev. 3 Correction 3
APPROVED
Austin Water Utility
DECIMAL SCALE FOR PLOT
0 1 10 20



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REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION

AUSTIN, TEXAS

REVISIONS

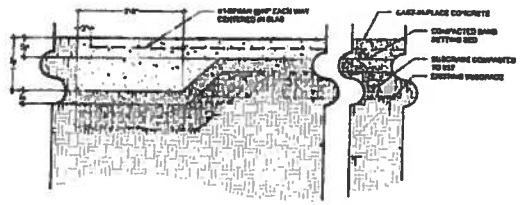
#	DATE	DESCRIPTION

SITE DEVELOPMENT PERMIT

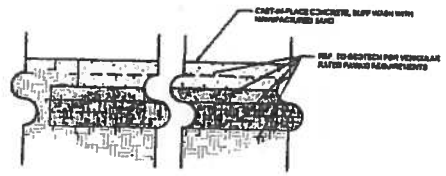
LANDSCAPE MATERIALS PLAN 1.4

30 of 39

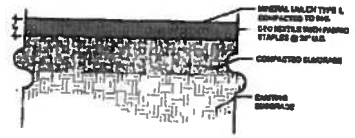
C O A CASE NO SPC-2016-0018C



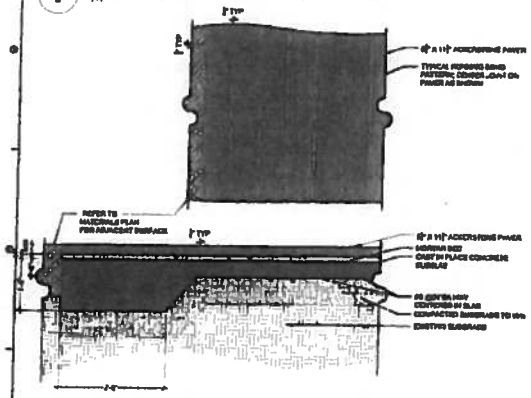
1 CONCRETE, PEDESTRIAN



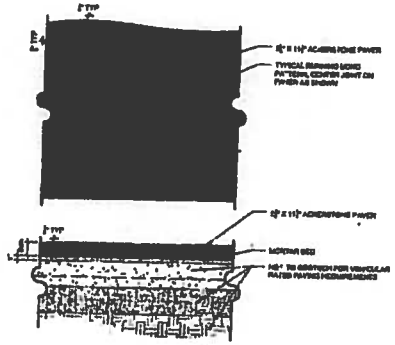
2 CONCRETE, VEHICULAR



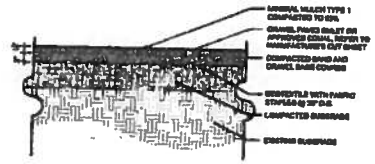
3 DECOMPOSED GRANITE



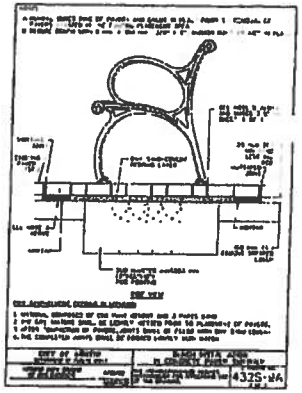
4 MODULAR PAVER, PEDESTRIAN



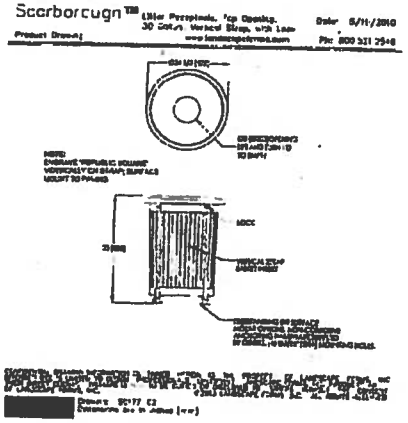
4 MODULAR PAVER, VEHICULAR



6 DECOMPOSED GRANITE, REINFORCED



7 BENCH



8 TRASH RECEPTACLE TYPE 1

SITE PLAN APPROVAL

RELEASED FOR GENERAL COMPLIANCE

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REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION

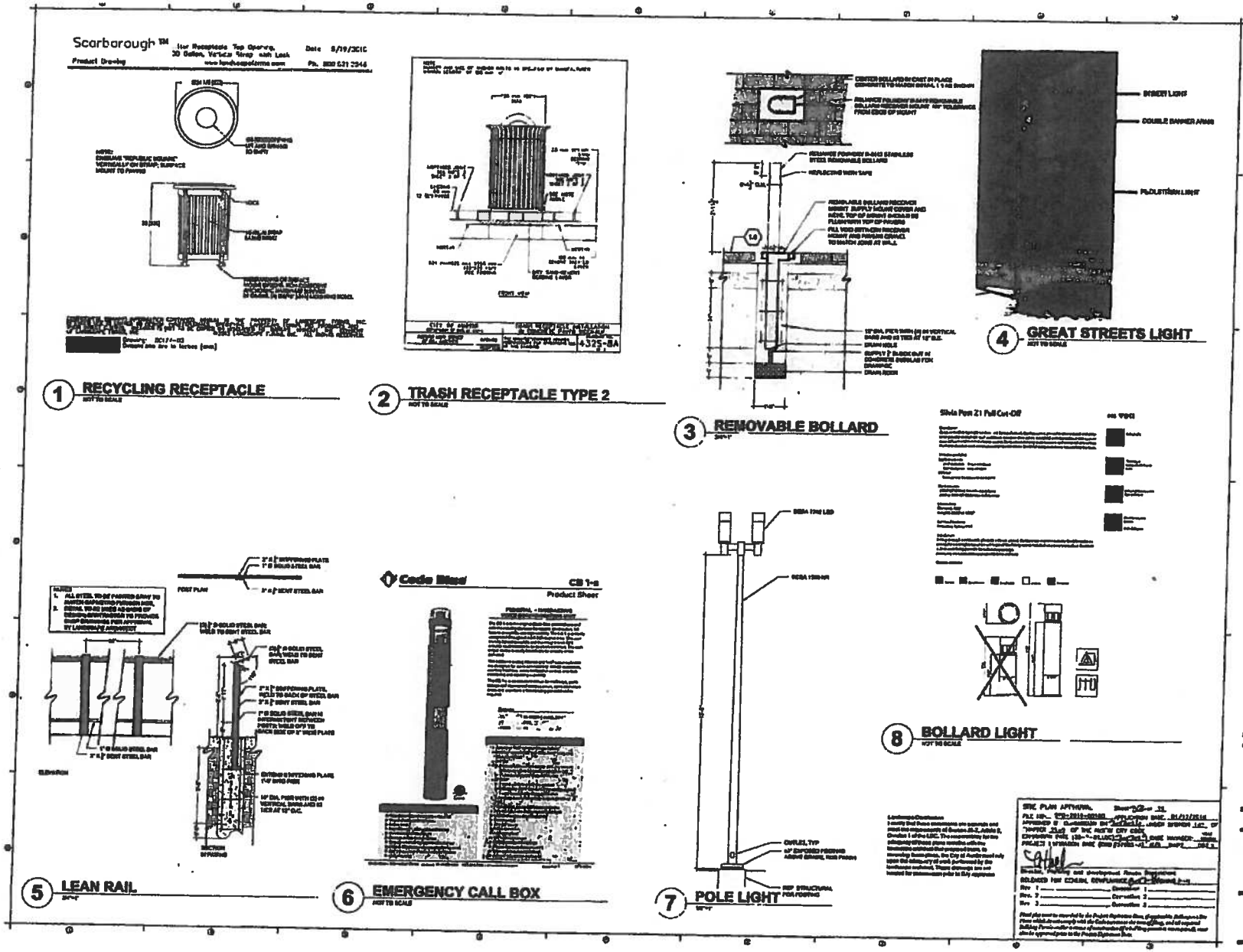
AUSTIN, TEXAS

SITE DEVELOPMENT PERMIT

LANDSCAPE MATERIALS DETAILS

31 of 39

C.O.A. CASE NO. SPC-2016-0018C



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REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS

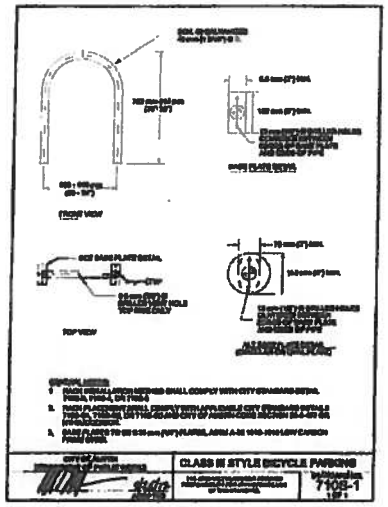
REVISIONS		
#	DATE	DESCRIPTION

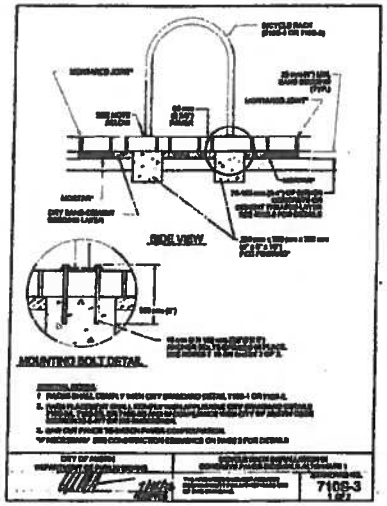
SITE DEVELOPMENT PERMIT

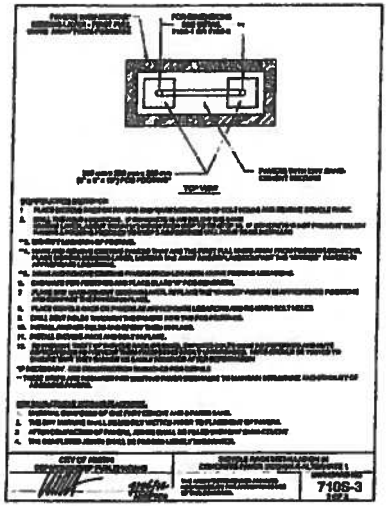
LANDSCAPE MATERIALS DETAILS

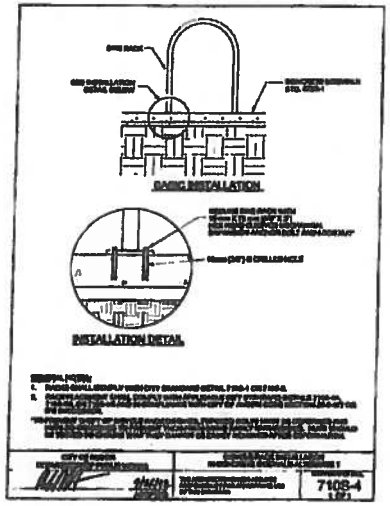
SHEET NUMBER
32 of 39

C.O.A. CASE NO. SPC-2016-0018C









NOTE:
USE CITY OF AUSTIN STANDARD BICYCLE RACK DETAIL 7108-1, FOR INSTALLATION OF BIKE RACKS LOCATED IN MODULAR PAVING. REFER TO STANDARD DETAIL 7108-3, FOR INSTALLATION OF BIKE RACKS LOCATED IN CONCRETE PAVING, REFER TO STANDARD DETAIL 7108-4.

1 BIKE RACK
NOT TO SCALE

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IMPROVEMENTS PROJECT
AUSTIN PARKS FOUNDATION
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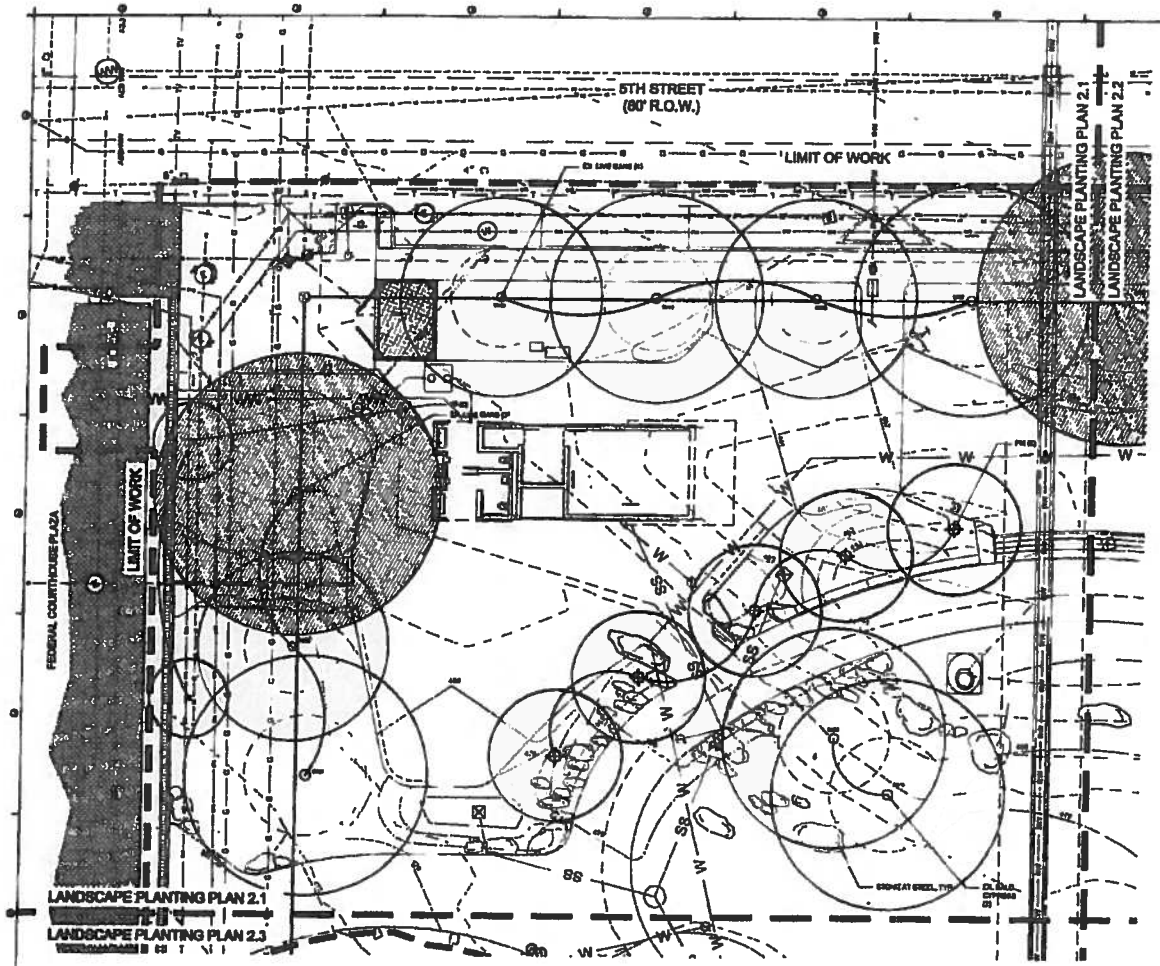
SITE DEVELOPMENT PERMIT

LANDSCAPE MATERIALS DETAILS

C O A CASE NO. SPC-2016-0018C



PROPOSED TREE LEGEND

SHADE TREE

ORNAMENTAL TREE

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REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

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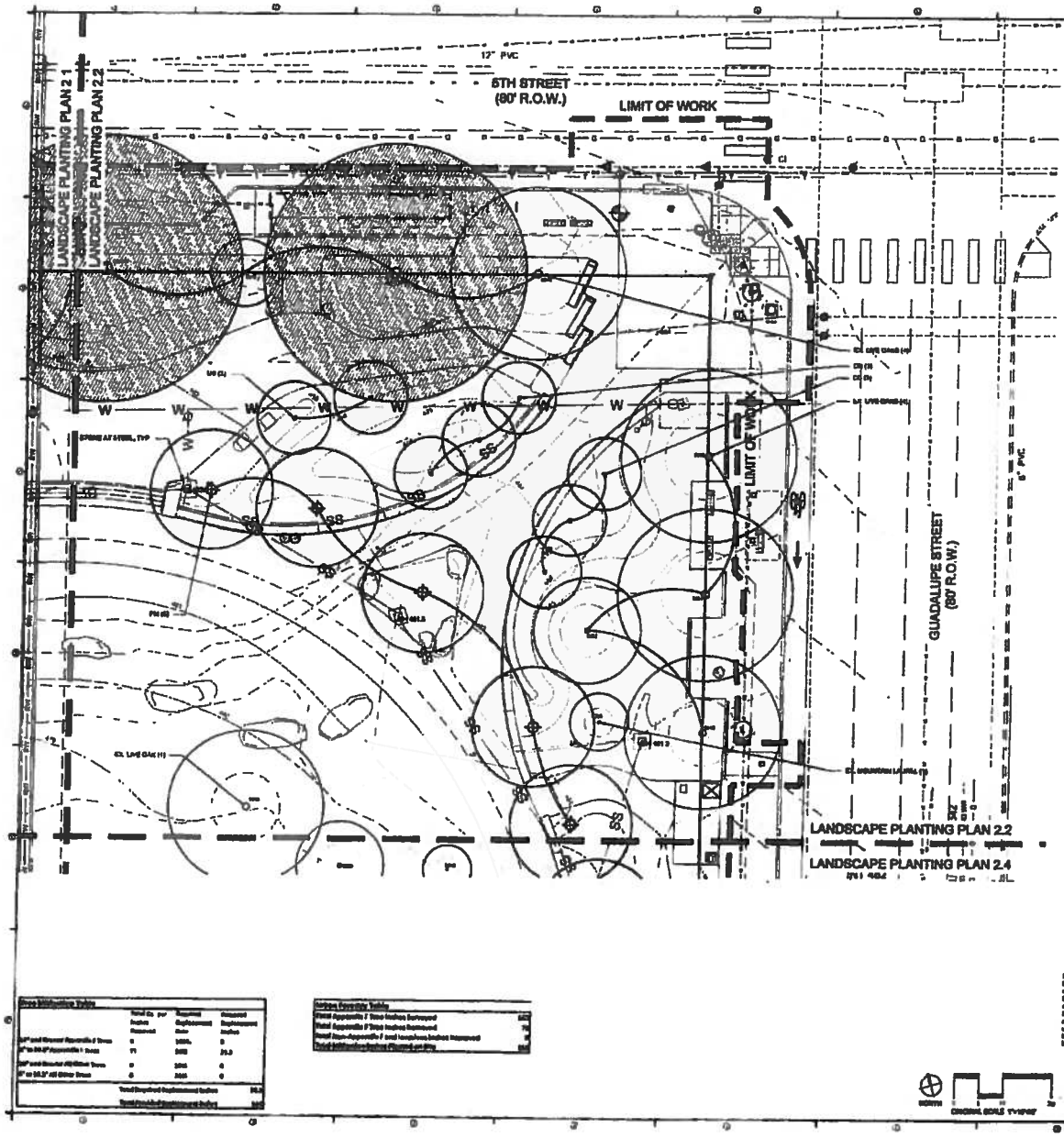
AUSTIN, TEXAS

SITE DEVELOPMENT PERMIT

LANDSCAPE PLANTING PLAN 2.1

C.O.A. CASE NO. SPC-2016-0018C



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REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

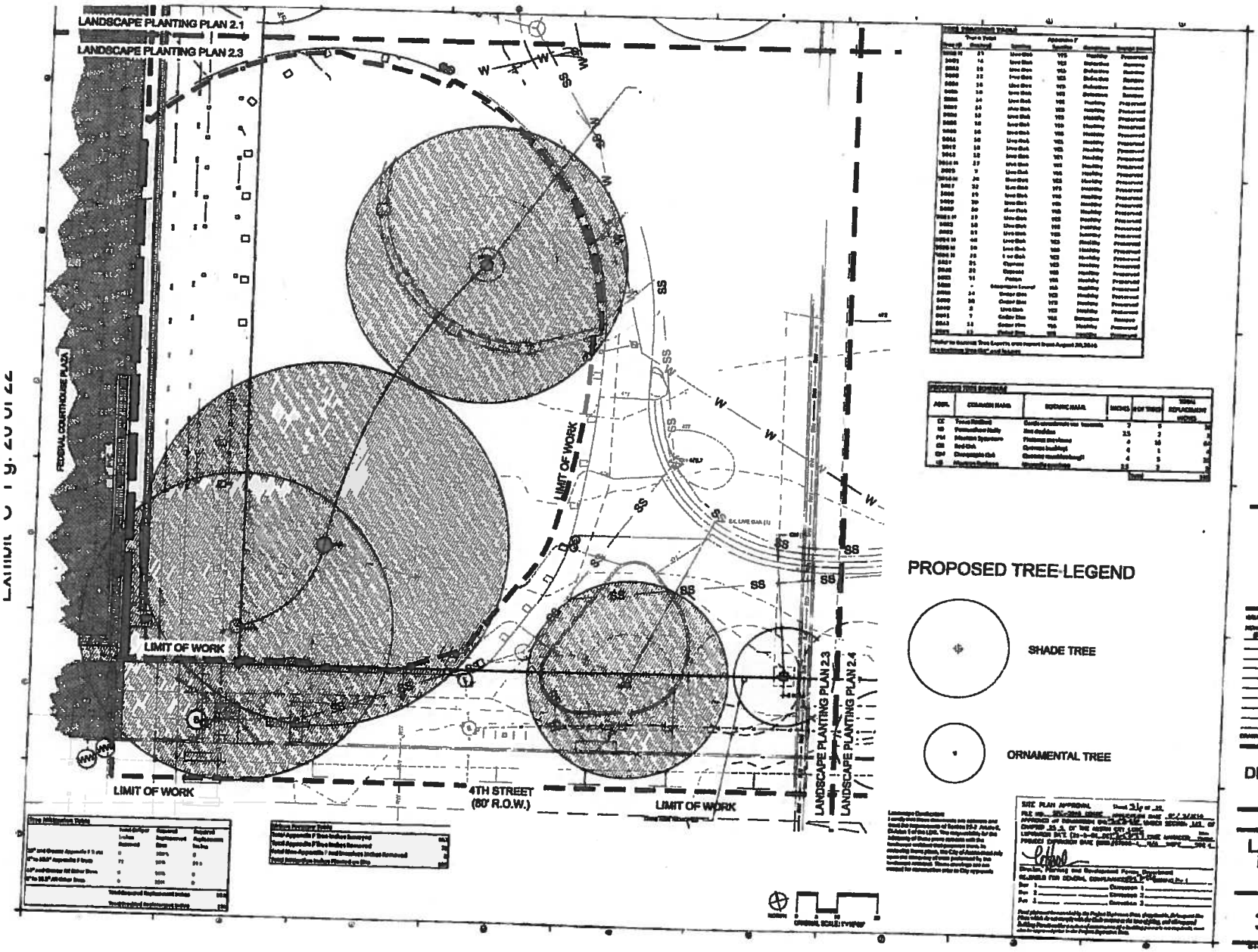
AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS

SITE DEVELOPMENT PERMIT

LANDSCAPE PLANTING PLAN 2.2

35 of 39

C.O.A. CASE NO. SPC-2016-0018C



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AUSTIN PARKS FOUNDATION

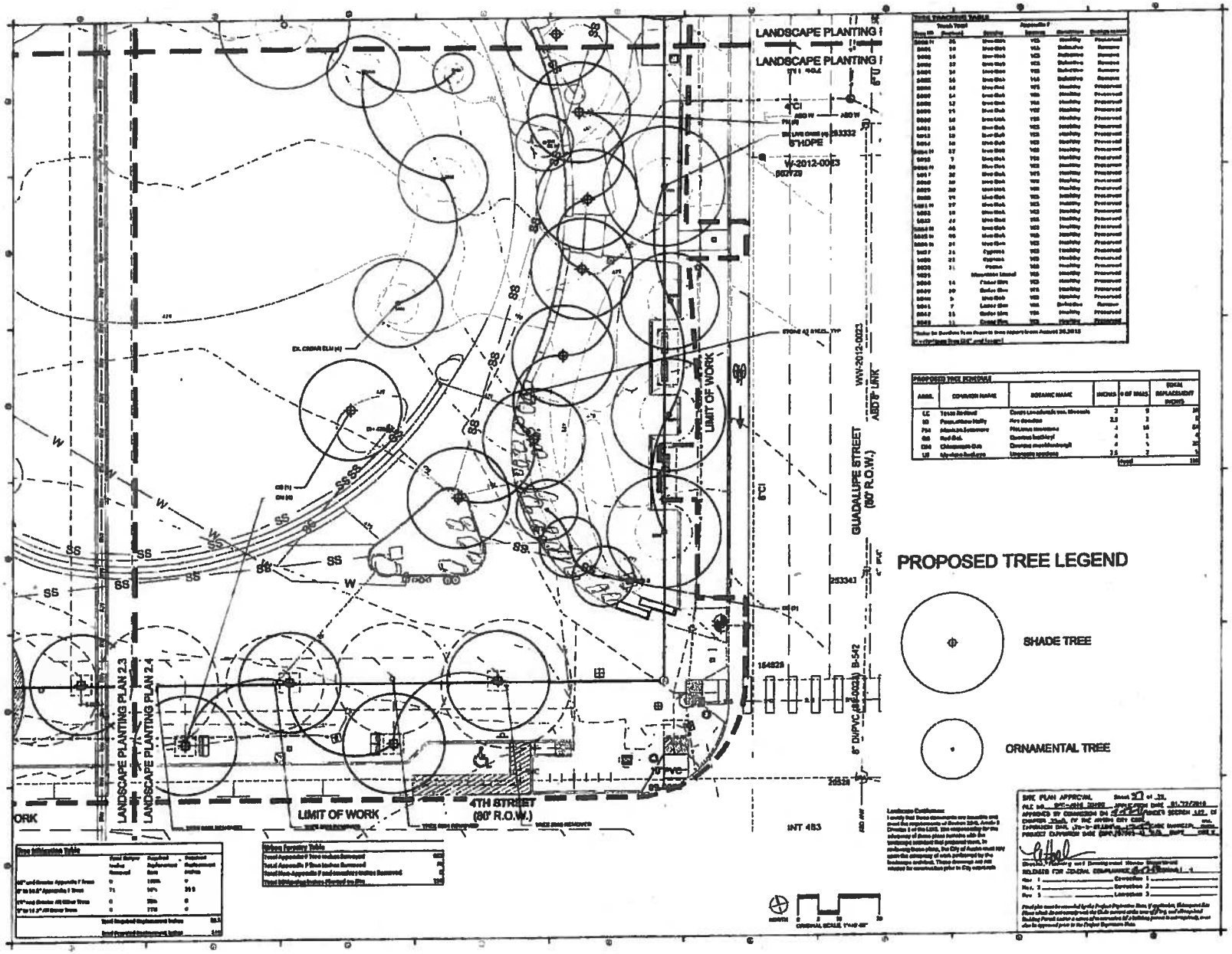
AUSTIN, TEXAS

SITE DEVELOPMENT PERMIT

LANDSCAPE PLANTING PLAN 2.3

36 of 39

C.O.A. CASE NO. SPC-2015-0018C



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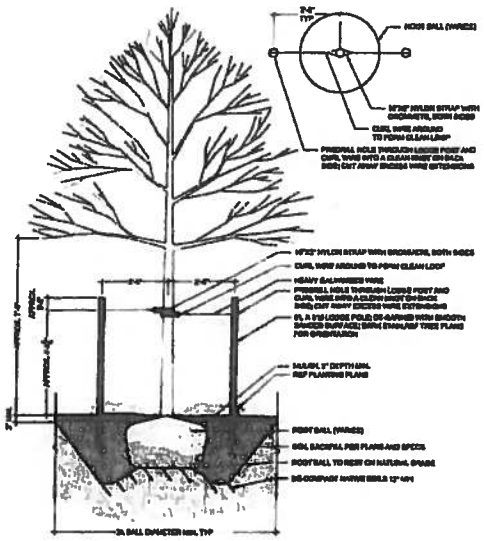
AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS

SITE DEVELOPMENT PERMIT

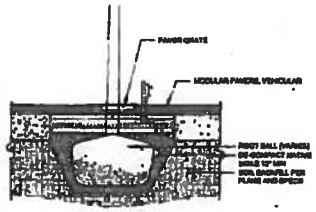
LANDSCAPE PLANTING PLAN 2.4

37 of 39

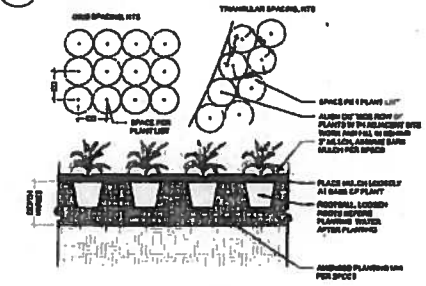
C.O.A. CASE NO SPC-2015-0018C



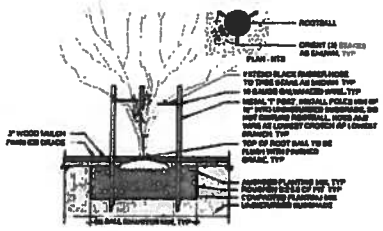
1 SHADE TREE PLANTING



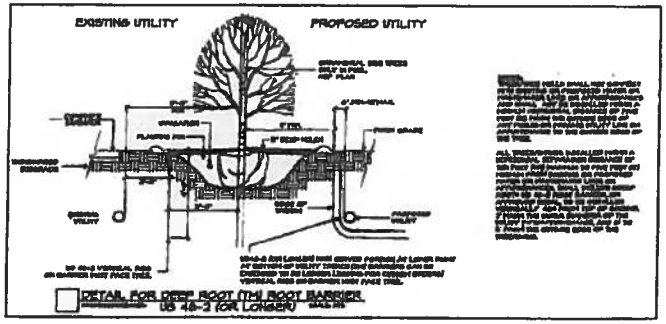
2 TREE IN PAVER GRATE



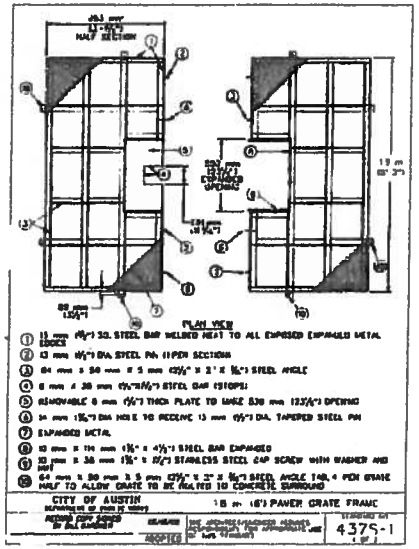
3 PERENNIAL PLANTING



4 MULTI-TRUNK TREE PLANTING



5 ROOT BARRIER



6 PAVER GATE

Landscape Contractors

SITE PLAN APPROVAL

Director, Planning and Development Review Department

RELEASED FOR GENERAL COMPLIANCE

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REPUBLIC SQUARE PARK IMPROVEMENTS PROJECT

AUSTIN PARKS FOUNDATION
AUSTIN, TEXAS

ISSUANCE HISTORY

#	DATE	DESCRIPTION

SITE DEVELOPMENT PERMIT

LANDSCAPE PLANTING DETAILS

38 of 39

C.O.A CASE NO SPC-2016-0018C

After recording, return to:

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

Attn: Andy Halm
File No. # LA 878-1606

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 08, 2016 03:17 PM 2016203721
WILLIAMSJ: $146.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

LA 878-1606

EXHIBIT "_____"

License Agreement
West 4th Street and Guadalupe Street

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1542 ACRE (6,716 SQUARE FEET), BEING A PORTION OF WEST 4TH STREET (80' RIGHT-OF-WAY) AND GUADALUPE STREET (80' RIGHT-OF-WAY), AS SHOWN ON THE MAP OR PLAT ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, SAID RIGHT-OF-WAYS BEING ADJACENT TO "PUBLIC SQUARE" (A.K.A. REPUBLIC SQUARE PARK) BETWEEN BLOCKS 45 AND 46 OF THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AS SHOWN ON THE MAP OR PLAT ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, SAID PUBLIC SQUARE GRANTED BY THE STATE OF TEXAS TO THE CITY OF AUSTIN IN HOUSE BILL NO. 41, SAID 0.1542 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a chiseled "X" found in concrete at the intersection of the north right-of-way line of said West 4th Street with the west right-of-way line of said Guadalupe Street, and being at the southeast corner of said Public Square, for an interior ell-corner and **POINT OF BEGINNING** hereof;

THENCE, with the west right-of-way line of said Guadalupe Street and the east line of said Public Square, **N16°32'54"E**, a distance of **18.03** feet to a calculated point for an exterior ell-corner hereof, from which a chiseled "X" found in concrete at the intersection of the south right-of-way line of West 5th Street (80' right-of-way) with the west right-of-way line of said Guadalupe Street, and being at the northeast corner of said Public Square bears, N16°32'54"E, a distance of 258.94 feet, and from which corner, a City of Austin centerline monument found at the centerline intersection of said West 5th Street and said Guadalupe Street bears, S73°27'06"E, a distance of 40.24 feet, and N16°32'54"E, a distance of 39.60 feet;

THENCE, leaving the west right-of-way line of said Guadalupe Street and the east line of said Public Square, over and across said Guadalupe Street and said West 4th Street, the following nine (9) courses and distances:

1) **S73°27'06"E**, a distance of **15.50** feet to a calculated point for the northeast corner hereof,
2) **S16°32'54"W**, a distance of **23.53** feet to a calculated point for a point of curvature hereof,
3) **34.57** Feet along the arc of a curve to the right, having a radius of **22.00** feet, and whose chord bears **S61°33'37"W**, a distance of **31.12** feet to a calculated point for a point of tangency hereof,
4) **N73°25'41"W**, a distance of **25.76** feet to a calculated point for an exterior ell-corner hereof,
5) **N16°34'19"E**, a distance of **13.00** feet to a calculated point for an interior ell-corner hereof,
6) **N73°25'41"W**, a distance of **25.90** feet to a calculated point for an angle point hereof,
7) **S61°34'19"W**, a distance of **7.07** feet to a calculated point for an angle point hereof,
8) **N73°25'41"W**, a distance of **244.48** feet to a calculated point for the southwest corner hereof, and
9) **N16°31'48"E**, a distance of **19.50** feet to a calculated point for the northwest corner hereof;

THENCE, in part over and across said West 4th Street, and in part with the north right-of-way line of said West 4th Street and the south line of said Public Square, **S73°25'41"E**, passing at a distance of 28.61 feet, a chiseled "X" found in concrete at the intersection of the north right-of-way line of said West 4th

Street with the east right-of-way line of said San Antonio Street, and being at the southwest corner of said Public Square, and continuing for a total distance of **307.64** feet to the **POINT OF BEGINNING** and containing 0.1542 Acre (6,716 Square Feet) more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000059760341. See attached sketch (reference drawing: 00137_LA W 4th.dwg.)

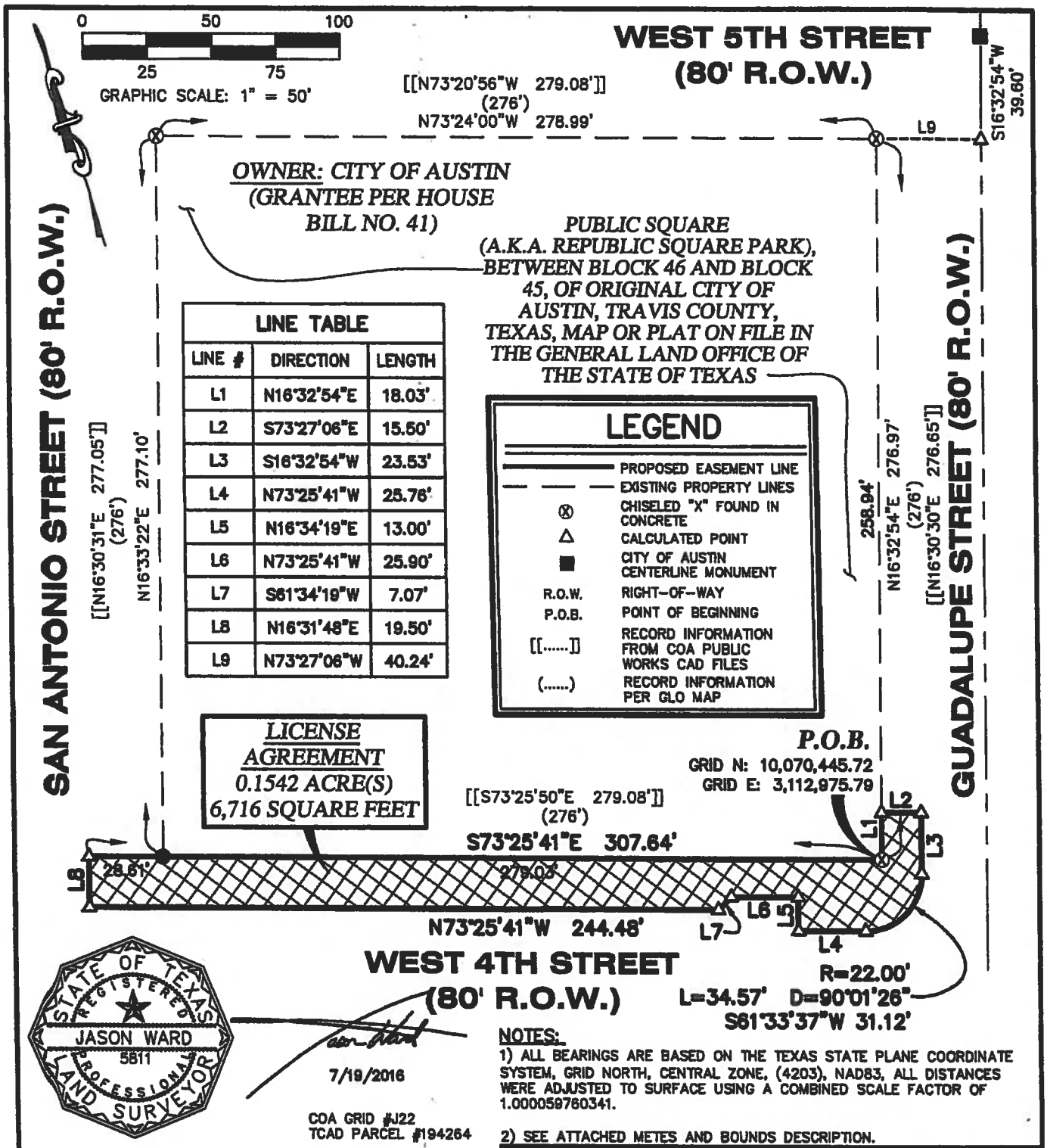
7/19/2016

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

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

FIELD NOTES REVIEWED
By [illegible] Date 08-22-2016

Engineering Support Section
Department of Public Works
and Transportation



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N16°32'54"E	18.03'
L2	S73°27'06"E	15.50'
L3	S16°32'54"W	23.53'
L4	N73°25'41"W	25.76'
L5	N16°34'19"E	13.00'
L6	N73°25'41"W	25.90'
L7	S61°34'19"W	7.07'
L8	N16°31'48"E	19.50'
L9	N73°27'06"W	40.24'

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000059760341.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

0.1542 ACRE LICENSE AGREEMENT City of Austin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	7/19/2016
Project:	00137
Scale:	1" = 50'
Reviewer:	JSW
Tech:	CC
Field Crew:	MS/AB
Survey Date:	JUN. 2015
Sheet:	1 OF 1

LA 878-1606

EXHIBIT "_____"

License Agreement
West 5th Street and Guadalupe Street

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1072 ACRE (4,668 SQUARE FEET), BEING A PORTION OF WEST 5TH STREET (80' RIGHT-OF-WAY) AND GUADALUPE STREET (80' RIGHT-OF-WAY), AS SHOWN ON THE MAP OR PLAT ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, SAID RIGHT-OF-WAYS BEING ADJACENT TO "PUBLIC SQUARE" (A.K.A. REPUBLIC SQUARE PARK) BETWEEN BLOCKS 45 AND 46 OF THE ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AS SHOWN ON THE MAP OR PLAT ON FILE IN THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, SAID PUBLIC SQUARE GRANTED BY THE STATE OF TEXAS TO THE CITY OF AUSTIN IN HOUSE BILL NO. 41, SAID 0.1072 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a chiseled "X" found in concrete at the intersection of the south right-of-way line of said West 5th Street with the west right-of-way line of said Guadalupe Street, and being at the northeast corner of said Public Square, for an interior ell-corner and **POINT OF BEGINNING** hereof, from which a City of Austin centerline monument found at the centerline intersection of said West 5th Street and said Guadalupe Street bears, S73°27'06"E, a distance of 40.24 feet, and N16°32'54"E, a distance of 39.60 feet;

THENCE, in part with the south right-of-way line of said West 5th Street and the north line of said Public Square, and in part over and across said West 5th Street, **N73°24'00"W**, passing at a distance of 278.99 feet, a chiseled "X" found in concrete at the intersection of the south right-of-way line of said West 5th Street with the east right-of-way line of San Antonio Street (80' right-of-way), and being at the northwest corner of said Public Square, and continuing for a total distance of **302.68** feet;

THENCE, continuing over and across said West 5th Street and said Guadalupe Street, the following fourteen (14) courses and distances:

1) **N16°36'00"E**, a distance of **17.50** feet to a calculated point for the northwest corner hereof,
2) **S73°24'00"E**, a distance of **37.69** feet to a calculated point for a point of curvature hereof,
3) **3.53** Feet along the arc of a curve to the right, having a radius of **2.25** feet, and whose chord bears **S28°24'50"E**, a distance of **3.18** feet to a calculated point for a point of tangency hereof,
4) **S16°34'19"W**, a distance of **5.75** feet to a calculated point for an interior ell-corner hereof,
5) **S73°24'00"E**, a distance of **82.85** feet to a calculated point for an angle point hereof,
6) **N61°34'19"E**, a distance of **11.31** feet to a calculated point for an angle point hereof,
7) **S73°24'00"E**, a distance of **3.82** feet to a calculated point for an angle point hereof,
8) **S28°25'41"E**, a distance of **11.32** feet to a calculated point for an angle point hereof,
9) **S73°24'00"E**, a distance of **54.55** feet to a calculated point for an angle point hereof,
10) **N61°34'19"E**, a distance of **11.31** feet to a calculated point for an angle point hereof,
11) **S73°24'00"E**, a distance of **91.53** feet to a calculated point for a point of curvature hereof,
12) **34.54** Feet along the arc of a curve to the right, having a radius of **22.00** feet, and whose chord bears **S28°25'33"E**, a distance of **31.10** feet to a calculated point for a point of tangency hereof,
13) **S16°32'54"W**, a distance of **19.96** feet to a calculated point for the southeast corner hereof, and

14) **N73°20'20"W**, a distance of **16.00** feet to a calculated point for an exterior ell-corner hereof, said point being in the west right-of-way line of said Guadalupe Street and the east line of said Public Square, from which a chiseled "X" found in concrete at the intersection of the north right-of-way line of West 4th Street (80' right-of-way) with the west right-of-way line of said Guadalupe Street, and being at the southeast corner of said Public Square bears, S16°32'54"W, a distance of 252.55 feet;

THENCE, with the west right-of-way line of said Guadalupe Street and the east line of said Public Square, **N16°32'54"E**, a distance of **24.42** feet to the **POINT OF BEGINNING** and containing 0.1072 Acre (4,668 Square Feet) more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000059760341. See attached sketch (reference drawing: 00137_LA W 5th.dwg.)

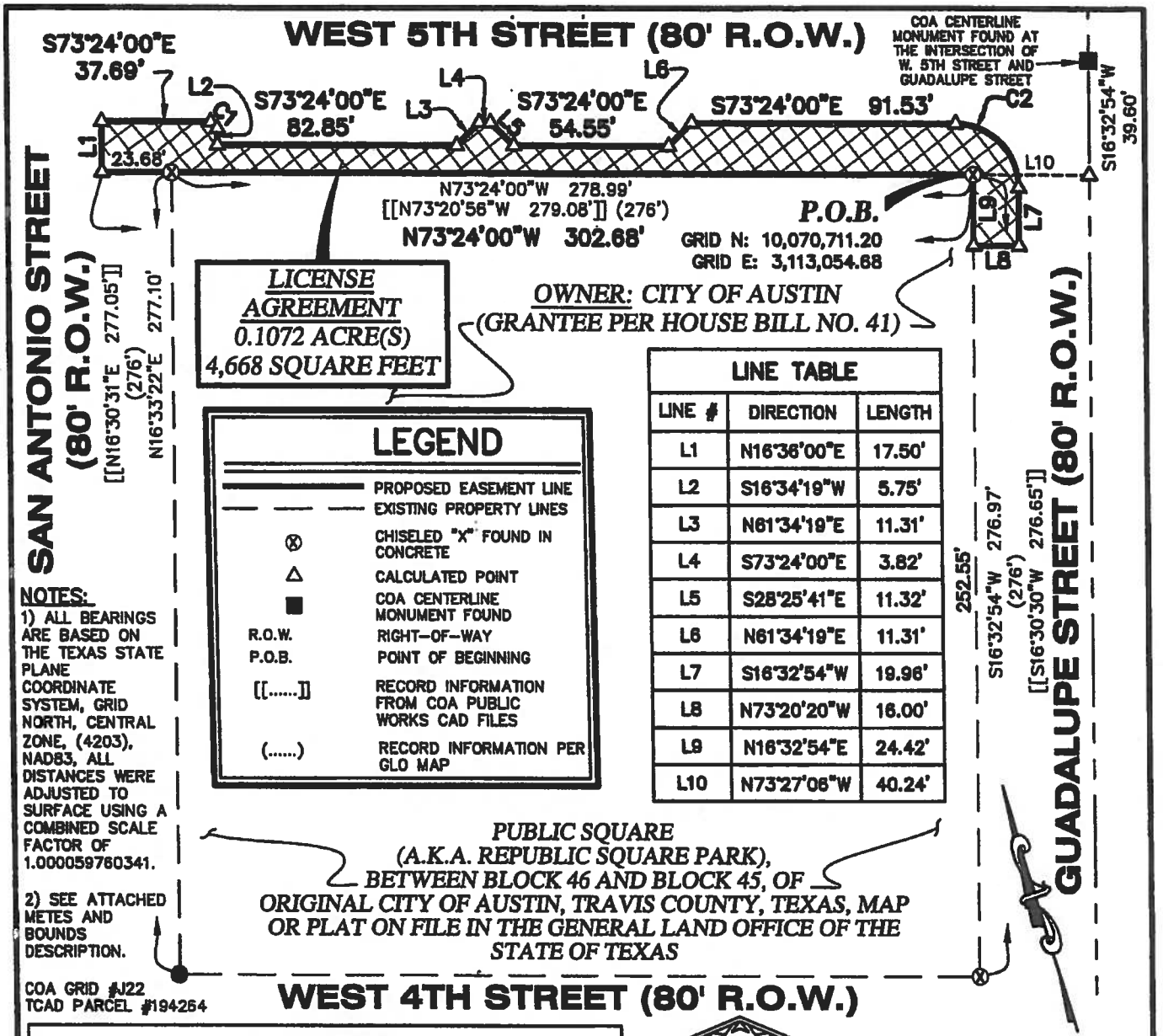
7/19/2016

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

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

FIELD NOTES REVIEWED
By: Date 8-22-2016

Engineering Support Section
Department of Public Works
and Transportation



NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000059760341.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

COA GRID #J22
TCAD PARCEL #194264

LEGEND

═══	PROPOSED EASEMENT LINE
— — —	EXISTING PROPERTY LINES
⊗	CHISELED "X" FOUND IN CONCRETE
△	CALCULATED POINT
■	COA CENTERLINE MONUMENT FOUND
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
[[.....]]	RECORD INFORMATION FROM COA PUBLIC WORKS CAD FILES
(.....)	RECORD INFORMATION PER GLO MAP

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N16°36'00"E	17.50'
L2	S16°34'19"W	5.75'
L3	N61°34'19"E	11.31'
L4	S73°24'00"E	3.82'
L5	S28°25'41"E	11.32'
L6	N61°34'19"E	11.31'
L7	S16°32'54"W	19.96'
L8	N73°20'20"W	16.00'
L9	N16°32'54"E	24.42'
L10	N73°27'06"W	40.24'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	3.53'	2.25'	89°58'19"	S28°24'50"E	3.18'
C2	34.54'	22.00'	89°56'53"	S28°25'33"E	31.10'

STATE OF TEXAS REGISTERED JASON WARD 5811 PROFESSIONAL LAND SURVEYOR

7/19/2016

0 25 50 75 100

GRAPHIC SCALE: 1" = 50'

0.1072 ACRE LICENSE AGREEMENT City of Austin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	7/19/2016
Project:	00137
Scale:	1" = 50'
Reviewer:	JSW
Tech:	CC
Field Crew:	MS/AB
Survey Date:	JUN. 2015
Sheet:	1 OF 1