



Travis County Commissioners Court Agenda Request

Meeting Date: July 10, 2012

Prepared By: Tim Pautsch **Phone #:** 854-7689

Division Director/Manager: Anna Bowlin - Division Director Development Services

AB

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Gehan Homes Ltd., for sidewalk fiscal for Avalon Phase 7A Lots 21-28 Block T, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Gehan Homes Ltd., proposed to use this Cash Security Agreement, as follows: Phase 7A for Lots 21-28 Block T, \$5,872.20, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

Cash Security Agreement, Map of lot.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director Development Services	TNR	854-7561
Stacey Scheffel	Permits Program Manager	TNR	854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	854-7689

TP:AB:tp

1101 - Development Services - Avalon Ph 7A

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas
DEVELOPER/BUILDER: Gehan Homes, Ltd.
ESCROW AGENT: Travis County Treasurer
AMOUNT OF SECURITY: \$5,872.20
SUBDIVISION: Avalon Phase 7A

Address: 3313, 3317, 3321, 3325, 3329, 3333, 3337, 3341
Crispin Hill Lane Lot: 21, 22, 23, 24, 25, 26, 27, 28
Block: T

DATE OF POSTING:

6/14/12

EXPIRATION DATE:

Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its

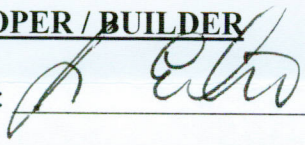
discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/ BUILDER and the County.

If the street right of way covered by this Cash Security Agreement is annexed, for full purposes by a City, then the ESCROW AGENT shall be construed to mean "the City" and the funds, plus interest, can be transferred to the annexing City.

All escrowed funds will be invested and interest paid at the rate Travis County receives for its 90-day accounts. Additionally, a \$25.00 investment fee will be charged, for every 90 days, Travis County holds the funds.

DEVELOPER / BUILDER

ADDRESS OF DEVELOPER

Signature: 

Barton Creek Plaza III

Name: Justin Eicher

3815 S. Capital of Texas Hwy., Suite 275

Title: Justin Eicher

Austin, TX 78704

Date: 6/11/12

Phone: (512) 330-9366

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS
Date

Gehan[★]HOMES

Travis County TNR
411 West 13th Street, #806
P.O. Box 1748
Austin, TX 78767

June 11, 2012

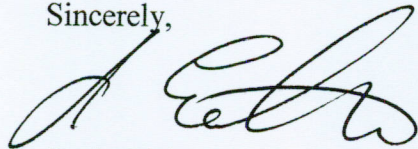
Re: Sidewalk fiscal acknowledgement

Dear Tim Pautsch:

As an authorized representative of Gehan Homes, Ltd., I am stating that we understand the following:

1. We are required to post sidewalk fiscal for each lot, where sidewalk is required by plat, in the amount of \$12/LF (for a 4' wide sidewalk) across the frontage of each lot.
2. Included with the fiscal posting will be a list of each lot covered by the fiscal posting.
3. *It is preferred that the fiscal posting be a lump sum, for all of our lots in a subdivision (section). Or we may elect to post the sidewalk fiscal in cash (accompanied by a Cash Security Agreement) with each Basic Development Permit Application. State here which option you elect.*
4. In order to have our sidewalk fiscal returned to us, we must hire a Registered Accessibility Specialist to inspect each sidewalk for compliance with Texas Accessibility Standards. *Again, it would be convenient to apply for refunds in multiples.*

Sincerely,



Justin Eicher
Division President
(512) 330-9366

CC: Amy Frederick, Black Magee Company

Designed for Your Life.

