



Item 5

Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By: Paul Scoggins **Phone #:** 512-854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

AB

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize calling down boundary street fiscal for improvements to Frate Barker Road – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Travis County has required the posting of boundary street fiscal for Frate Barker through the fiscal postings of several projects/subdivisions. The subdivisions and fiscal amounts are as listed below:

Olympic Heights, Section 2 - \$449,477.60 at the City of Austin in the form of a bond;

Racho Alto, Phase 1 - \$65,640.00 at the City of Austin in escrow; and

Shady Hollow Gardens (condos) - \$39,921.50 at Travis County as cash.

STAFF RECOMMENDATIONS:

Staff recommends the calling down of the fiscal posted.

ISSUES AND OPPORTUNITIES:

The fiscal is posted either with Travis County or the City of Austin. The fiscal is posted as either a bond, or cash. The cash at the City will need to be transferred to Travis County.

In regards to the bond at the City, staff will negotiate with the developer on calling down the actual bond, or having it replaced with cash and posted with Travis County.

Once the two City of Austin postings have been transferred to Travis County they, along with the cash already posted with Travis County, will be placed into the construction account for Frate Barker Road. An Interlocal Cooperation Agreement between the City of Austin and Travis County for Frate Barker Road Improvements has been executed.

FISCAL IMPACT AND SOURCE OF FUNDING:

This action would allow TNR Development Service to work with the various developers to convert the fiscal instruments to cash to be used for the Frate Barker Road improvements. Therefore, this action will ease the burden on the taxpayers to fund the entire project.

ATTACHMENTS/EXHIBITS:

Interlocal Agreement
Fiscal Posting Documents
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Dev Serv & LRP	512-854-7561

CC:

Chiddi N'Jie		TNR	512-854-7585
Donna Williams-Jones		TNR	512-854-7677

SM:AB:ps
1101 - Development Services Long Range Planning - Frate Barker Road

7

FRATE BARKER ROAD IMPROVEMENTS
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND TRAVIS COUNTY

This Agreement is made and entered into by and between the City of Austin, Texas (the "City") and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, the County intends to construct certain roadway and drainage improvements to a portion of Frate Barker Road, Project between Brodie Lane and Mancaba Road (the "Project"); and

WHEREAS, a 400 linear foot section of the Project is located within the City's corporate limits; and

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) The County will manage the development and construction of the Project, as set forth herein and as described in **Exhibit A**. The Executive Manager of the Travis County Transportation and Natural Resources Department (the "Executive Manager") will act on behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The Executive Manager will designate a Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.
- (b) The City's Public Works Director will act on behalf of the City with respect to Project, including the portion of the Project located within the City (**Exhibit B**). The Public Works Director will designate an additional City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project, including the portion of the Project located within the City.
- (c) If a disagreement between City and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the County

Project Manager, it shall be referred as soon as possible to the City's Public Works Director and the County's Public Works Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for public works and the Executive Manager of the Travis County Transportation and Natural Resources Department for resolution.

- (d) The portion of the Project located within the City may be constructed pursuant to the authority granted under Section 791.001, et seq. of the Texas Government Code.

2. Project Development.

- (a) The County will be responsible for the development and completion of the Project, including the development of the engineering design, plans and specifications for the roadway improvements and sidewalks, the surveying, right-of-way acquisition, bidding and contract award, construction, inspection and testing, minority and women-owned business policy compliance, any required permitting and environmental assessments and clearances associated with the Project, and acceptance of the portion of the completed work located within the unincorporated area of the County.
- (b) The plans and specifications for the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), unless otherwise agreed by the Parties. The plans and specifications for the Project will include the scope of design set forth in attached Exhibit A. In addition, the County will ensure that the plans and specifications will comply with the applicable Texas Accessibility Standards.
- (c) The County will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects, during the term of the design and construction and name the City as an additional insured with respect to the general liability and auto liability coverage.
- (d) The County and, to the extent set forth herein, the City will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Project. In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project.

- (e) A City permit and associated fees shall be required only for any part of the Project within the City's full purpose corporate limits (Exhibit B) provided that any fees in lieu of compliance with City Standards will be required within any portion of the City's jurisdiction. The application review process and fees for any such permit shall be the same as the process and fee requirements that the City applies to its own road and drainage projects. The City shall coordinate the City's review of any permit application and issuance of the permit concurrently with the City's review and approval of engineering design and plans and specifications for the Project.
- (f) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The City will provide a designated review team to expedite the review process.
- (g) The County shall require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

3. Project Bidding & Award of Construction Contract.

The County will be responsible for overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy. The County will notify the City of the lowest responsible bidder and the amount of the bid for the Project and the City shall respond within seven (7) working days. Upon written agreement of the City, the County will approve a firm unit-price or lump sum contract for the construction of the Project with the successful bidder.

4. Management Duties of the County. The County hereby covenants and agrees to provide to the City:

- (a) four (4) sets of the plans and specifications for the construction of the Project at appropriate intervals for the City's review and approval;
- (b) written responses to the City's initial plan review comments within fourteen (14) working days of receipt from the City;
- (c) written notice of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
- (d) written notice of the bid tabs for the Project;

- (e) upon completion of bidding, the County will furnish the City a written copy of all contracts affecting the Project, including accompanying information regarding compliance with the County's minority and women-owned business policy;
 - (f) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the portion of the Project located within the City; including copies of invoices, statements, vouchers, or any other evidence of payment of debt and accompanying information regarding compliance with the County's minority and women-owned business policy;
 - (g) executed change orders, jointly approved by the City and the County, related to the portion of the Project located within the City or otherwise affecting the scope of the Project described in Exhibit A or any City issued permits;
 - (h) sufficient notice, documentation and opportunity for the City to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the County's minority and women-owned business policy;
 - (i) a copy of any change order request related to the Project within two (2) working days of its receipt by the County, by delivery to the City's Project Manager for review and approval; and
 - (j) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will accept the portion of the Project, which is located within the County, and furnish the City a copy of the record drawings of the Project for the City's records.
5. Management Duties of the City. The City hereby covenants and agrees to:
- (a) review and approve the submitted plans and specifications by providing any initial comments within 14 working days of submittal, review and approve the County's responses to those initial comments within seven (7) working days, and work in good faith to resolve any outstanding issues;
 - (b) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
 - (c) review any change order proposal for the portion of the Project located within the City or otherwise affecting the scope of the Project described in Exhibit A or any City issued permits, and return the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition;

respond to requests for information within three (3) working days and requests for approval of shop drawings within ten (10) working days.

- (d) perform independent inspection and, at the option of the City, any additional testing on the portion of the Project located within the City in coordination with the County's inspectors and as agreed to by the County and City Project Managers, and in a timely manner; and in connection therewith, the City may designate inspectors to make any such inspections, including any joint final inspection of the portion of the Project located within the City with the County; the City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor;
- (e) coordinate with the City and County Project Managers, as reasonable and necessary;
- (f) immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
- (g) review and jointly approve the construction contractor's application for final payment;
- (h) attend meetings at the request of the County's Project Manager; and
- (i) upon satisfactory completion of construction and any applicable warranty or construction performance period, the City will accept the portion of the Project which is located within the City.

5. Bond and Guarantee. All construction contracts affecting the Project shall include a payment and performance bond acceptable to and in favor of and benefiting the County, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County, for a period of one year from the date of acceptance of the Project. The City shall be included as a co-obligee on the payment and performance bond.

6. Liability. To the extent allowed by Texas law, the County and the City agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions. In addition, the construction contractor shall be required to provide workers compensation insurance, auto liability, and general liability insurance acceptable to the County. The City shall be included as an additional insured on the above-referenced insurance policy and a waiver of subrogation will be provided on the auto liability, general liability, and workers compensation coverage.

7. Financial Obligations.

- (a) The County agrees to pay all costs of the Project as designed and bid by the County.

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- (b) The City shall ensure that all Frate Barker boundary street fiscal collected from developers shall be released to the County upon written request from the County.
 - (c) The City shall deposit the fiscal into an escrow account with the County within 30 calendar days of notification to the City by the County of the successful bidder and the bid amount, unless otherwise agreed to by the City and the County in writing.
 - (d) The County shall obtain the written approval of the City for all change orders affecting the design and construction of the portion of Project located within the City (see **Exhibit B**) prior to the County issuing the approved change order to the contractor, such approval not to be unreasonably withheld or delayed. The sole basis for City denial of a change order for the portion of the Project within the City shall be that it would cause the Project to violate the standards in Section 2 that were in effect at the time the original plans and specifications for the Project were approved under Section 2 or the scope of the Project described in **Exhibit A** or any issued City permit. The City's Project Manager shall meet with the County's Project Manager to review the contractor's progress reports and invoices for the portion of the Project located within the City before approval by the County.
 - (e) The County shall provide the City, at least quarterly, with an accounting of the deposits to and disbursements from the City's fiscal funds. The County will make its records available, at reasonable times, to the City's auditors.
 - (d) The County shall timely pay submitted invoices for the Project. The invoices for the Project will be paid on the basis of work completed in accordance with the approved plans and specifications.

8. City Inspection and Testing.

The City shall be responsible for the final inspection of the portion of the Project located within the City (see **Exhibit B**) and any additional testing of the portion of the Project located within the City (see **Exhibit B**) which is in addition to any performed by the County. The City's inspectors shall coordinate with the City and County Project Managers, the County's inspectors, and the construction contractor, as reasonable and necessary, in making inspection(s).

9. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the City of any of its obligations or undertakings hereunder shall be interrupted or delayed by any

occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as it reasonably necessary after such occurrence to remedy the effects hereto.

- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard Lazarus
City of Austin Public Works Director
505 Barton Spring Rd
Austin, Texas 78701

WITH COPY TO: Gordon Bowman
Assistant City Attorney
City of Austin Law Department
114 W. 7th Street
Austin, Texas 78701

COUNTY: Joe Gieselman, Executive Manager, TNR
P. O. Box 1748
Austin, Texas 78767

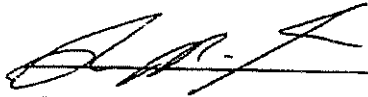
WITH A COPY TO: David Escamilla
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attn: File No. _____

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the

Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.

- (e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.
- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

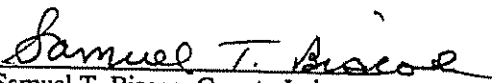
CITY OF AUSTIN, TEXAS

By: 
Name: ROBERT GOODE
Title: ASSISTANT CITY MANAGER
Authorized Representative
Date: NOVEMBER 19, 2009

Approved as to Form:


Assistant City Attorney

TRAVIS COUNTY, TEXAS

By: 
Samuel T. Biscoe, County Judge
Date: 12.11.12

FISCAL SURETY INTAKE MEMORANDUM

Olympic Heights 2 08-01-0253.1A
 Project Name/Address File/Permit Number
Clark Patterson 8-6-02
 Case Manager/Reviewer Date Received
Continental Homes of TX
 Developer's Name Contact Person/Telephone No.
12554 Rialta Vista C. 2nd Fl Austin 77380
 Developer's Street Address City/State/Zip Code
Gen Ins Co of America NA
 Financial Institution Expiration Date
6175424 TRAVIS ✓
 LOC/Bond/Receipt No. ID No. County Jurisdiction

The developer has posted surety in the form of Bond for the specified improvements below:

	Internal	External
Water Infrastructure	\$ _____	\$ _____
Wastewater Infrastructure	\$ _____	\$ _____
Street Construction	\$ _____	\$ <u>30,227.00</u>
Drainage Collection System	\$ _____	\$ <u>33040.00</u>
Sidewalks	\$ _____	\$ <u>5320.00</u>
Erosion Controls	\$ _____	\$ <u>8240.00</u>
Restoration	\$ _____	\$ <u>11,822.00</u> → 20,102
Detention Pond(s)	\$ _____	\$ _____
Water Quality Pond(s)	\$ _____	\$ _____
Landscaping	\$ _____	\$ _____
Parkland	\$ _____	\$ _____
Transportation	\$ _____	\$ _____
Other: <u>Contingency</u>	\$ _____	\$ <u>40,861.60</u>
TOTAL		\$ <u>449,477.60</u>

Karin Everest
Approved By

Comments: Posted Internal Imp w/ Bond #6175423

SURETY BOND

BOND #6175424

KNOW ALL MEN BY THESE PRESENTS, That we, **Continental Homes of Texas, L.P. – dba Milburn Homes** as Principal, and **General Insurance Company of America**, a Corporation of the State of Washington, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto the CITY OF AUSTIN, in the sum of **Four Hundred Forty Nine Thousand, Four Hundred Seventy Seven and 60/100**— (\$449,477.60) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our executors, administrators, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the CITY OF AUSTIN has required the Principal to post fiscal surety for the following purpose:

To insure completion of improvements as itemized by the Subdivision Construction Agreement dated **July 31, 2002** in connection with the final plat of **Olympic Heights Section 2 (External Subdivision Improvements, Frate Barker)**, as shown in City's File Number **C8-0-1-0253.1A**.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter from the CITY OF AUSTIN signed by the Director of the Watershed Protection and Development Review Department or designee stating that the City of Austin considers such a drawing on this bond necessary and must specify the specific improvement and draw only the amount as stated in Exhibit B of the Construction Agreement described herein for that specific improvement.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the CITY OF AUSTIN and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 1st day of August, 2002.

Continental Homes of Texas, L.P. – dba Milburn Homes

By: *Ernest P. McClendon III*

12554 Riata Vista Circle, 2nd Floor
Austin, TX 77380

General Insurance Company of America

By: *Kimberly A. Tavernier*
Kimberly A. Tavernier, Attorney-In-Fact
Inquiries: (813) 281-2095

General Insurance Company of America
2055 Sugarloaf Circle
Duluth, GA 30097

Countersignature:

By: *Charles W. McIntosh*
Charles W. McIntosh, Texas Licensed
Resident Agent



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 10171

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint
*****JAMES W. DUNN; DAVID H. CARR; DENISE TAYLOR; KIMBERLY A. TAVERNIER; ANETT CARDINALE; Tampa, Florida*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 25th day of March, 2002

R.A. Pierson

R.A. PIERSON, SECRETARY

Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 1st day of August, 2002



R.A. Pierson

R.A. PIERSON, SECRETARY

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact **Safeco Insurance Company of America** and **General Insurance Company of America** for information or to make a complaint at:

**General Insurance Company of America
Attn: Surety Claims
2055 Sugarloaf Circle
Duluth, GA 30097**

**(888) 557-0524 Phone
(678) 417-3848 Fax**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

**Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104**

(800) 252-3439

ATTACHED THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

DEPARTMENT OF PLANNING AND DEVELOPMENT
ESTIMATE OF FISCAL REQUIREMENTS

TO: FISCAL OFFICER,	Carol Kaml	DATE:	7/18/2002 R7/22/2002
CASE MANAGER:	Clark Patterson	INSIDE CITY:	Yes**
FILE NUMBER:	CB-01-0253.1A	COUNTY:	TRAVIS
PREPARED BY:	KEVIN SELFRIDGE	FISCAL POLICY:	Reduced
SUBDIVISION:	Olympic Heights Section 2	** Boundary Street is in County	

THE FOLLOWING IS AN ESTIMATE OF THE REQUIRED POSTING OF FISCAL SURETY FOR THIS SUBDIVISION AS DETERMINED BY THIS DEPARTMENT. ADDITIONAL POSTING MAY BE REQUIRED BY THE ELECTRIC DEPARTMENT.

EXTERNAL IMPROVEMENTS

A.	ITEM	AMT
1	BOUNDARY STREET Frate Barker	\$ 302,274.00
2	EROSION AND SEDIMENT CONTROLS	\$ 8,280.00
3	RESTORATION	\$ 11,822.00
4	BOUNDARY DRAINAGE-COLLECTION SYSTEM	\$ 33,040.00
5	BOUNDARY SIDEWALKS	\$ 53,200.00
6	OTHER: Contingency	\$ 40,861.60
SUBTOTAL \$		449,477.60

WATER AND WASTEWATER EXTERNAL IMPROVEMENTS

B.	ITEM	AMT
1	WATER	\$ 0.00
2	WASTE WATER	\$ 0.00
SUBTOTAL \$		0.00

SUBTOTAL EXTERNAL \$ 449,477.60

INTERNAL IMPROVEMENTS

A.	ITEM	AMT
1	STREET CONSTRUCTION	\$ 514,667.50
	STREET(S): Marcos Abrams Blvd	
2	DRAINAGE COLLECTION SYSTEM	\$ 163,014.00
3	DETENTION (Wet ponds w/ WQ)	\$ 950,000.00
4	WATER QUALITY PONDS	\$ 0.00
5	EROSION / SEDIMENT CONTROLS	\$ 55,150.00
6	RESTORATION 232160652.00/μ.y.	\$ 464,320.00
7	SIDEWALKS	\$ 79,800.00
8	OTHER: Contingency	\$ 222,695.15
SUBTOTAL \$		2,449,646.65

WATER AND WASTEWATER INTERNAL IMPROVEMENTS

B.	ITEM	AMT
1	WATER	\$ 0.00
2	WASTE WATER	\$ 0.00
SUBTOTAL \$		0.00

SUBTOTAL INTERNAL \$ 2,449,646.65

POSTING IS REQUIRED PRIOR TO FINAL PLAT RECORDING. FAILURE TO POST WITHIN 90 DAYS OF PLANNING COMMISSION APPROVAL SHALL DEEM APPLICATION AS WITHDRAWN.

Related Case:

7/22/2002

STATE OF TEXAS §

COUNTY OF TRAVIS §

**PARTIAL REDUCTION OF CONSTRUCTION SECURITY FOR
STREET AND DRAINAGE FACILITIES**

To: Darla Vasterling, Engineering Specialist
Transportation and Natural Resources

Fiscal security provided in a Cash Security Agreement, in the amount of Eighty Thousand, One Hundred Seventy-nine and No/100 Dollars (\$80,179.00) was posted with Travis County September 2, 2008, by Shady Hollow Gardens, Ltd. for the left turn lanes on Frate Barker Road for the project, Shady Hollow Gardens Townhomes. This development has completed the east left turn lane and are asking for a reduction of \$40,257.50. This should be granted.

The Standards for Construction of Streets and Drainage in Subdivisions allows the Executive Manager of Transportation and Natural Resources Department to allow partial reductions not to exceed 90% of the actual construction costs. Therefore, you are hereby ordered to contact the Travis County Auditor's Office and request a check to be written to Shady Hollow Gardens for \$40,257.50.



Joseph P. Gipselman
Executive Manager

7/20/10

Date

§ EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Shady Hollow Gardens, Ltd.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$80,179.00

SUBDIVISION: Shady Hollow Gardens

DATE OF POSTING: September 2, 2008

EXPIRATION DATE: Three Years, or more, from Date of Posting

COUNTY CLERK
 TRAVIS COUNTY, TEXAS
 2008 SEP 26 AM 10:54
 PUBLIC RECORDS

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER 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 Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards). 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 prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. 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 the written consent of the DEVELOPER and the COUNTY.

Cash Security Agreement

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same are on record in my office. Witness my hand and seal of office on

SEP 26 2008



Dana DeBeauvoir, County Clerk

By Deputy

Gillian Porter
 G. Porter

Cash Security Agreement

Page 2

The Developer must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested, with interest earned at the rate Travis County receives for its 90-day accounts, and be charged a \$25.00 investment fee every 90 days. The minimum amount, of cash security, that will be considered for the investment in Two Thousand Dollars (\$2,000.00).

DEVELOPER

ADDRESS OF

By: SHADY HOLLOW GARDENS LLC

6001 West William Cannon Dr

Name: DAVID C. MAHN

SUITE 201

Title: V.P.

AUSTIN, TX 78749

Date: 8/18/08

Phone: (512) 472-7455

SIGN ONLY ONE

Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee for every 90 days.

Name

8/18/08
Date

SHADY HOLLOW GARDENS, LTD.,
a Texas limited partnership

By: SHADY HOLLOW GARDENS GP, LLC., General Partner
a Texas limited liability company

By: BENCHMARK LAND & EXPLORATION, INC., A Member/Manager
A Texas corporation

By: [Signature]
David C. Mahn, Vice President

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

Name

Date

SHADY HOLLOW GARDENS, LTD.,
a Texas limited partnership

By: SHADY HOLLOW GARDENS GP, LLC., General Partner
a Texas limited liability company

By: BENCHMARK LAND & EXPLORATION, INC., A Member/Manager
A Texas corporation

By: [Signature]
David C. Mahn, Vice President

Cash Security Agreement

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record with me. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy:

SEP 26 2008

[Signature]
G. Porter

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: 9-23-08

Date

Samuel T. Boice
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

9-23-08

Date

I, Dana DeCauver, County Clerk, Travis County,
Texas, do hereby certify that this is a true and
correct copy as same appears of record in my office.
Witness my hand and seal of office on **SEP 26 2008**
Dana DeCauver, County Clerk
By Deputy Gillian Porter
G. Porter



Form: FSID_LETTERS_OF_CREDIT

CLOSE View Contacts View Banks View Customer

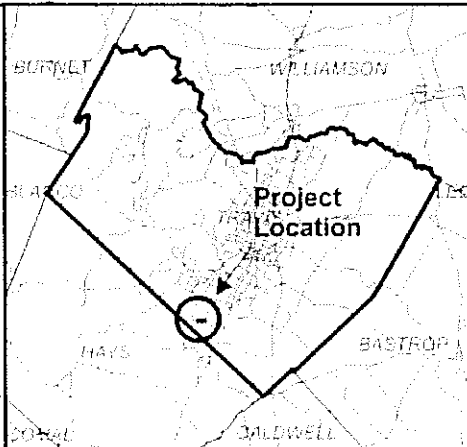
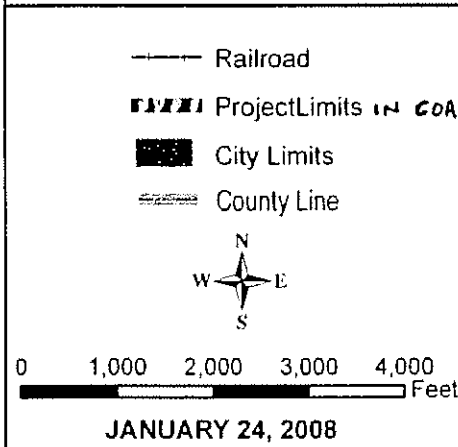
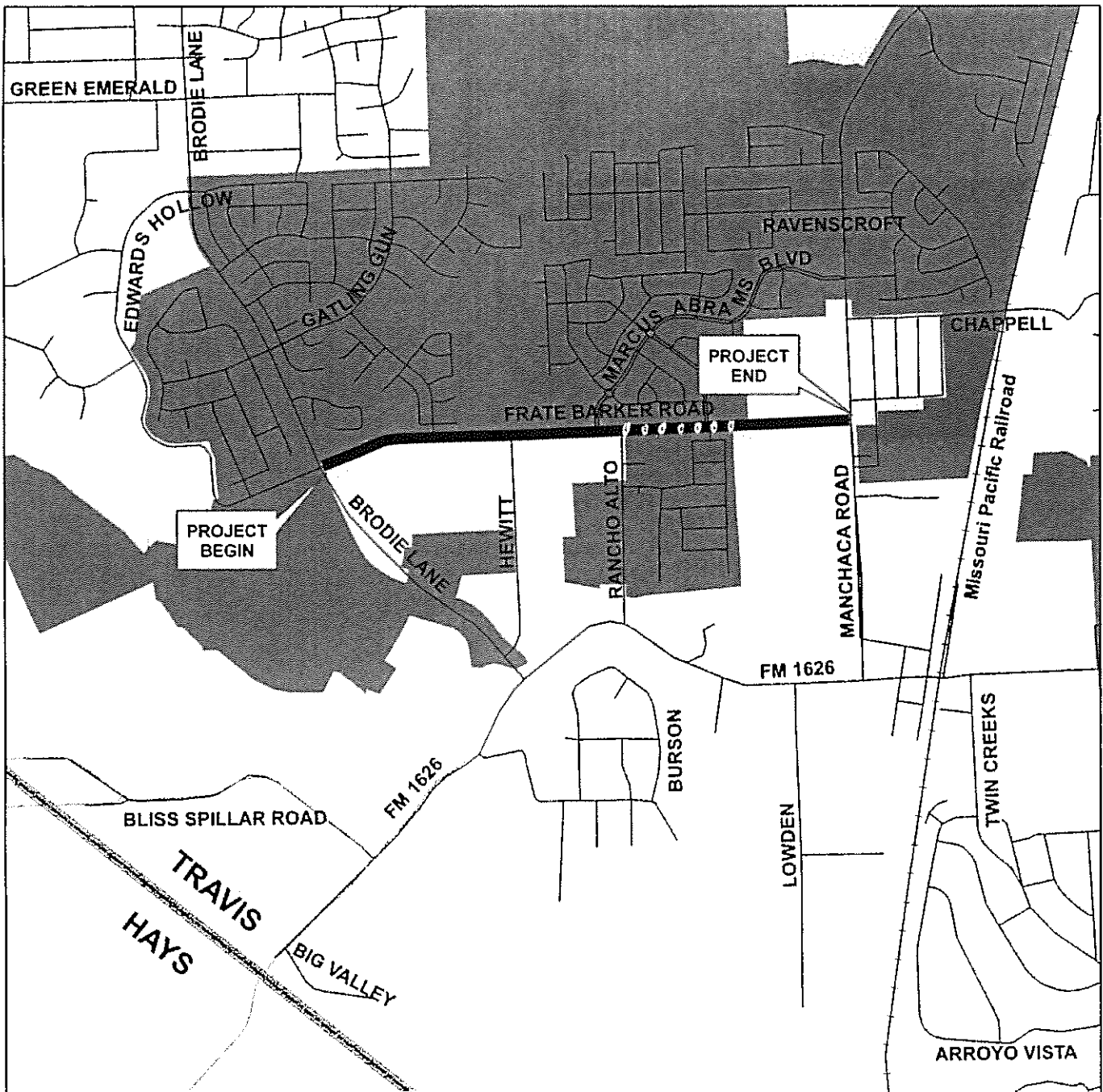
ID	Project Name	File Number	Permit Number
102189	RANCHO ALTO PH 1	CBJ-04-0188.1A	
Letter Of Credit #	Customer	Date Received	Type
07022811511	RANCHO ALTO VENTURE	02/28/2007	ESCROW
Bank	Exp. Date	Status	
CITY OF AUSTIN			
Customer Name	Address	City	State Zip
RANCHO ALTO VENTURES, LTD	1401 BURNHAM	PLANO	TX 75093
Comments			
ESCROW/REPL EXT FISCAL			

Double Click to Open Note Pad

FISCAL Type	External	Internal	Comments
STREET CONSTRUCTION	\$59,340.00	\$0.00	FRATE BARKER
EROSION CONTROLS	\$2,100.00	\$0.00	
RESTORATION	\$4,200.00	\$0.00	

Double Click to Open Note Pad

Line Item		Grand Total	
Line Adjustment	\$59,340.00	\$0.00	Line Adjustment
Total Org. External	\$65,640.00	\$0.00	Total Org. Internal
Adj External Amount	\$0.00	\$0.00	Adj Internal Amount
			Grand Total
			\$65,640.00
			Remaining Total
			\$65,640.00



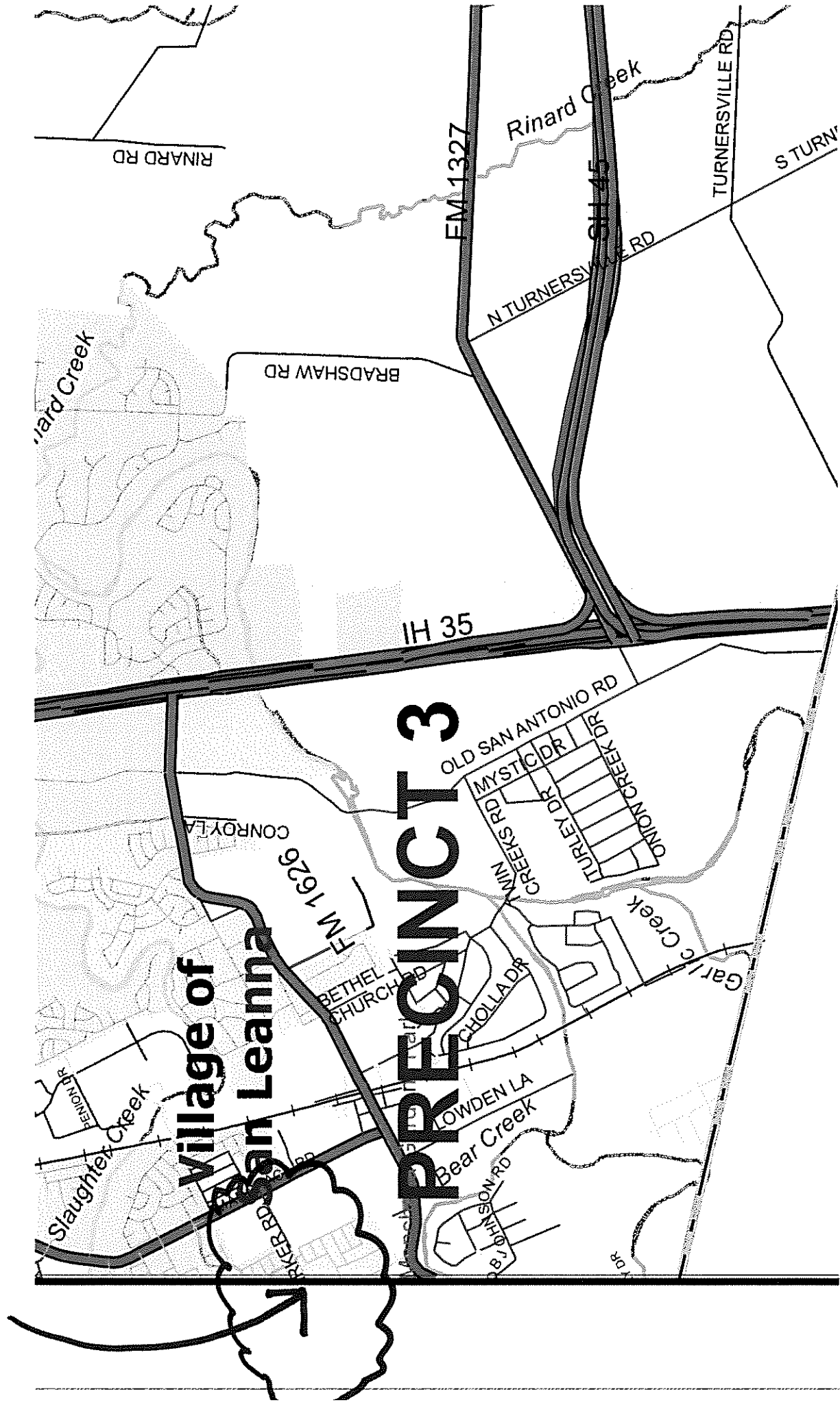
PROJECT LOCATION MAP

Frate Barker Road:
From Brodie Lane to Manchaca Road

Travis County, Texas

DISCLAIMER: This map was generated by HNTB Corporation using GIS (Geographic Information Systems) software. No claims are made to the accuracy or completeness of the information shown here, or to its suitability for a particular use. The scale and location of all mapped data are approximate.

Site



Village of San Leanna

PRECINCT 3

