



Travis County Commissioners Court Agenda Request

Meeting Date: December 3, 2013

Prepared By: Tim Pautsch **Phone #:** (512) 854-7689

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

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 multiple Cash Security Agreements with Gehan Homes LTD., for sidewalk fiscal for Commons at Rowe Lane IIIB, in Precinct One.

- A) Lot 2 Block M \$780.00
- B) Lot 5 Block M \$2,377.08
- C) Lot 12 Block M \$780.00
- D) Lot 18 Block M \$2,184.12
- E) Lot 19 Block M \$780.00
- F) Lot 1 Block N \$2,232.72
- G) Lot 4 Block N \$750.48
- H) Lot 5 Block N \$750.48; and
- I) Lot 32 Block O \$750.36

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., proposes to use these Cash Security Agreements for the selected lots, as follows: Commons at Rowe Lane IIIB, 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 lots

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel 	Permits Program Manager Floodplain Administrator	TNR	(512) 854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Commons at Rowe Lane IIIB

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas
DEVELOPER/BUILDER: Gehan Homes, LTD.
ESCROW AGENT: Travis County Treasurer
AMOUNT OF SECURITY: \$780.00 ADDRESS: 21105 Meridian Blvd.
SUBDIVISION: Commons of Rowe Lane^{3B} LOT: 2 BLOCK: M
DATE OF POSTING: November 6, 2013
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 to ADA and Texas Accessibility 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/ 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.

Cash Security Agreement - Sidewalks
Page 2

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Candace Douglas
agent

Gehan Homes, LTD.

PRINT: Candace Douglas

3815 S. Capital of Texas Hwy, Suite 275

TITLE: Purchasing Coordinator

Austin, TX 78704

PHONE: (512) 330-9366

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes, LTD.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$2,377.08 ADDRESS: 21117 Meridian Blvd.

SUBDIVISION: Commons of Rowe Lane ³⁸LOT: 5 BLOCK: M

DATE OF POSTING: November 6, 2013

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

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CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes, LTD.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$780.00 ADDRESS: 2613 Windy Vane West

SUBDIVISION: Commons of Rowe Lane^{3B} LOT: 12 BLOCK: M

DATE OF POSTING: November 6, 2013

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

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TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes, LTD.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$2,184.12 ADDRESS: 2713 Windy Vane West

SUBDIVISION: Commons of Rowe Lane^{3B} LOT: 18 BLOCK: M

DATE OF POSTING: November 6, 2013

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

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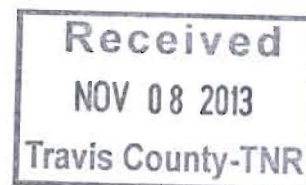
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CASH SECURITY AGREEMENT - SIDEWALKS



TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes, LTD.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$780.00 ADDRESS: 21112 Windmill Ridge Street

SUBDIVISION: Commons of Rowe Lane ³⁸ LOT: 19 BLOCK: M

DATE OF POSTING: November 6, 2013

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

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TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes, LTD.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$2,232.72 ADDRESS: 2516 Windy Vane Drive

SUBDIVISION: Commons of Rowe Lane 3B LOT: 1 BLOCK: N

DATE OF POSTING: November 6, 2013

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

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CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes, LTD.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$750.48 ADDRESS: 2504 Windy Vane Drive

SUBDIVISION: Commons of Rowe Lane ^{3B} LOT: 4 BLOCK: N

DATE OF POSTING: November 6, 2013

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

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TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes, LTD.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$750.48 ADDRESS: 2500 Windy Vane Drive

SUBDIVISION: Commons of Rowe Lane ³⁸ LOT: 5 BLOCK: N

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TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes, LTD.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$750.36 ADDRESS: 21101 Windmill Ridge Street

SUBDIVISION: Commons of Rowe Lane ^{3B} LOT: 32 BLOCK: O

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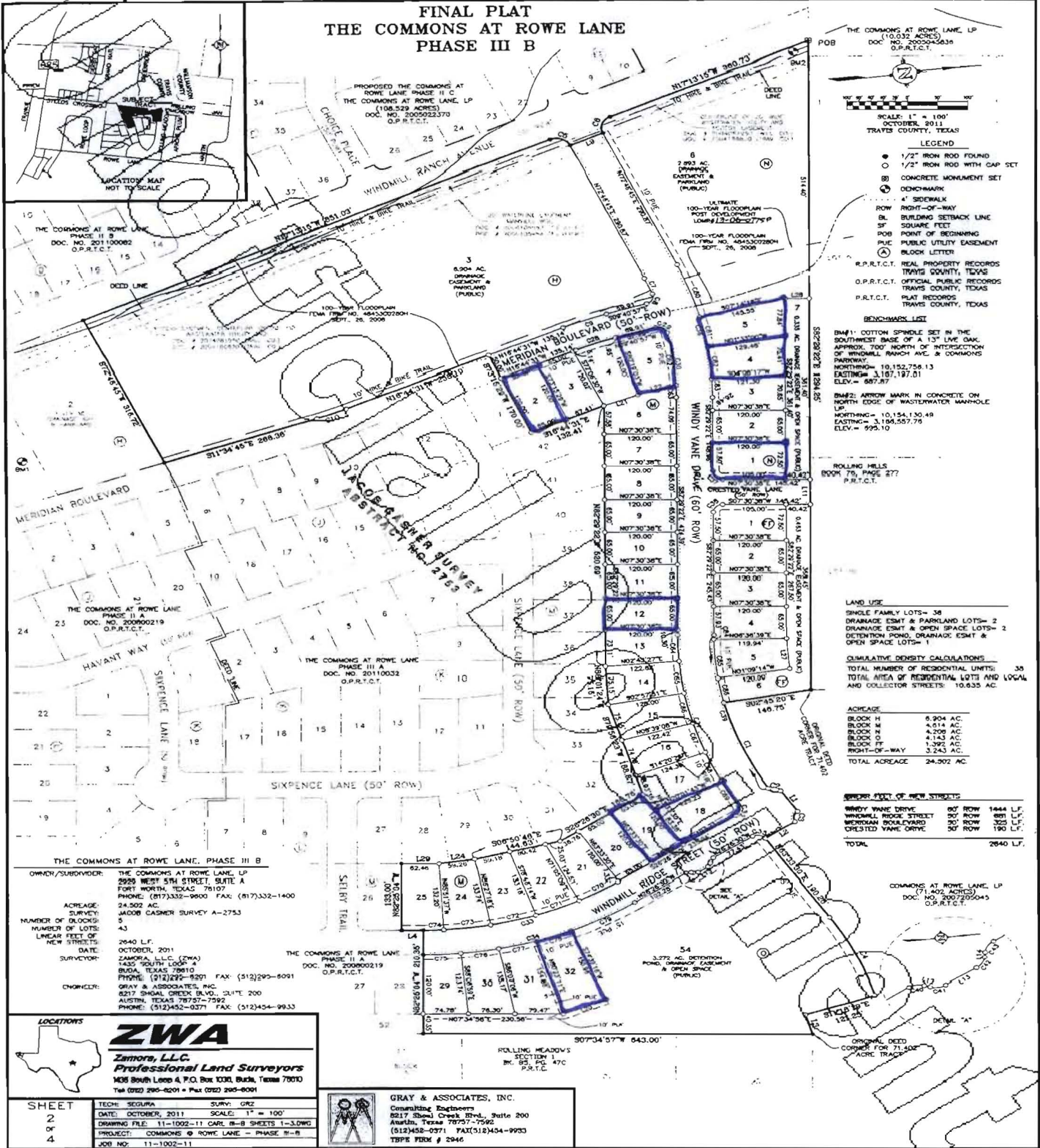
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FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE III B



THE COMMONS AT ROWE LANE, LP
 10.032 ACRES
 DOC. NO. 200902334
 O.P.R.T.C.T.

SCALE: 1" = 100'
 OCTOBER, 2011
 TRAVIS COUNTY, TEXAS

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH CAP SET
- ⊖ CONCRETE MONUMENT SET
- ⊕ BENCHMARK
- 4' SIDEWALK
- ROW RIGHT-OF-WAY
- BL. BUILDING SETBACK LINE
- SF SQUARE FEET
- POB POINT OF BEGINNING
- PUC PUBLIC UTILITY EASEMENT
- (A) BLOCK LETTER

R.P.R.T.C.T. REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS
 TRAVIS COUNTY, TEXAS
 P.R.T.C.T. PLAT RECORDS
 TRAVIS COUNTY, TEXAS

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE
 SOUTHWEST BASE OF A 13" LIVE OAK.
 APPROX. 700' NORTH OF INTERSECTION
 OF WINDMILL RANCH AVE. & COMMONS
 PARKWAY
 NORTHING = 10,152,756.13
 EASTING = 3,187,197.01
 ELEV = 687.87

BM#2: ARROW MARK IN CONCRETE ON
 NORTH EDGE OF WASTEWATER MANHOLE.
 NORTHING = 10,154,130.49
 EASTING = 3,184,557.76
 ELEV = 699.10

ROLLING HILLS
 BOOK 79, PAGE 277
 P.R.T.C.T.

LAND USE

SINGLE FAMILY LOTS = 38
 DRAINAGE ESMT & PARKLAND LOTS = 2
 CHANNADE ESMT & OPEN SPACE LOTS = 2
 DETENTION POND, DRAINAGE ESMT &
 OPEN SPACE LOTS = 1

CUMULATIVE DENSITY CALCULATIONS

TOTAL NUMBER OF RESIDENTIAL UNITS = 38
 TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL
 AND COLLECTOR STREETS = 10,635 AC

ACREAGE

BLOCK H 6,204 AC
 BLOCK M 4,614 AC
 BLOCK N 4,208 AC
 BLOCK O 4,143 AC
 BLOCK P 4,392 AC
 RIGHT-OF-WAY 3,243 AC
 TOTAL ACREAGE 24,902 AC

SPREAD FOOT OF NEW STREETS

WINDY VANE DRIVE	80' ROW	1444 L.F.
WINDMILL RIDGE STREET	50' ROW	891 L.F.
MERIDIAN BOULEVARD	30' ROW	325 L.F.
CRESTED VANE DRIVE	50' ROW	190 L.F.
TOTAL		2640 L.F.

THE COMMONS AT ROWE LANE, PHASE III B
 OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
 2929 WEST 5TH STREET, SUITE A
 FORT WORTH, TEXAS 76107
 PHONE: (817)332-9900 FAX: (817)332-1400

ACREAGE: SURVEY 24.502 AC
 JACOBS CASNER SURVEY A-2753

NUMBER OF BLOCKS: 9
 NUMBER OF LOTS: 43
 LINEAR FEET OF NEW STREETS: 2640 L.F.

DATE: OCTOBER, 2011
 SURVYOR: ZAMORA, L.L.C. (ZWA)
 1435 SOUTH LOOP 4
 BURDA, TEXAS 76810
 PHONE: (512)292-9201 FAX: (512)293-6091

ENGINEER: GRAY & ASSOCIATES, INC.
 8217 SHAW CREEK BLVD., SUITE 200
 AUSTIN, TEXAS 78757-7592
 PHONE: (512)452-0371 FAX: (512)454-9933

LOCATIONS

ZWA
 Zamora, L.L.C.
 Professional Land Surveyors
 1435 South Loop 4, P.O. Box 1030, Burda, Texas 76810
 Tel (512) 292-9201 • Fax (512) 293-6091

SHEET

2	TECH: SEGURA	SURVY: GRZ
OF	DATE: OCTOBER, 2011	SCALE: 1" = 100'
4	DRAWING FILE: 11-1002-11 CARL #8-B SHEETS 1-3.DWG	
	PROJECT: COMMONS @ ROWE LANE - PHASE III-B	
	JOB NO: 11-1002-11	

GRAY & ASSOCIATES, INC.
 Consulting Engineers
 8217 Shaw Creek Blvd., Suite 200
 Austin, Texas 78757-7592
 (512)452-0371 FAX:(512)454-9933
 TBPB FIRM # 2946

ROLLING HEADS'S SECTION 1
 BC 95 PG 47C
 P.R.T.C.T.

COMMONS AT ROWE LANE, LP
 71,402 ACRES
 DOC. NO. 200902334
 O.P.R.T.C.T.

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