



Travis County Commissioners Court Agenda Request

Meeting Date: February 25, 2014

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

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

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 Avalon Phase 7B, in Precinct One.

- A) Lot 15 Blk N \$751.68;
- B) Lot 5 Blk O \$699.72;
- C) Lot 7 Blk O \$659.76;
- D) Lot 43 Blk J \$720.00; and
- E) Lot 38 Blk J \$659.04.

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: Avalon Phase 7B, 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 Agreements
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 of Development Services Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Avalon Phase 7B

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 751.68 V#311412

ADDRESS: 3016 FAISTERBO DRIVE LOT: 15 BLOCK: N

SUBDIVISION: Avalon

DATE OF POSTING: The 27th Day of JANUARY, 20 14

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 than 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

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: [Signature]
PRINT: DAWN DOMINY
TITLE: PURCHASING COORDINATOR
PHONE: 512 330 9366 x4217

Gehan Homes
3815 S Capital of Texas Hwy #275
Austin TX 78704

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

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 699.72 ✓ # 311409

ADDRESS: 19716 CERRIOWEN DRIVE LOT: 5 BLOCK: 0

SUBDIVISION: Avalon

DATE OF POSTING: The 27th Day of JANUARY, 2014

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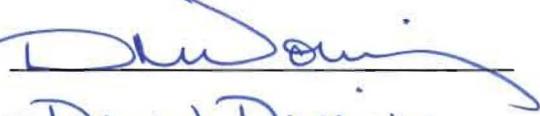
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DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 x4217

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

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 659.76 ✓ # 311407

ADDRESS: 19800 CERRIWEN DRIVE LOT: 7 BLOCK: 0

SUBDIVISION: Avalon

DATE OF POSTING: The 27th Day of JANUARY, 2014

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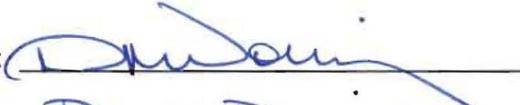
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DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Domy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

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COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 ✓ # 311562

ADDRESS: 19820 Modelynch Ave LOT: 43 BLOCK: J

SUBDIVISION: Avalon

DATE OF POSTING: The 27th Day of JANUARY, 20 14

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

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DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Dawson

Gehan Homes

PRINT: Dawson Doming

3815 S Capital of Texas Hwy #275

TITLE: PURCHASING COORDINATOR

Austin TX 78704

PHONE: 512 330 9366 x4217

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

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 659.04 ✓ # 311563

ADDRESS: 19800 Moorlynch Ave LOT: 38 BLOCK: J

SUBDIVISION: Avalon

DATE OF POSTING: The 27th Day of JANUARY, 20 14

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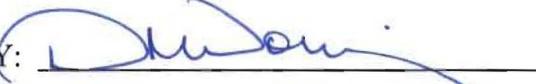
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COMPANY NAME & ADDRESS

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Gehan Homes

PRINT: Dawn Doming

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 - 330 - 9366 x4217

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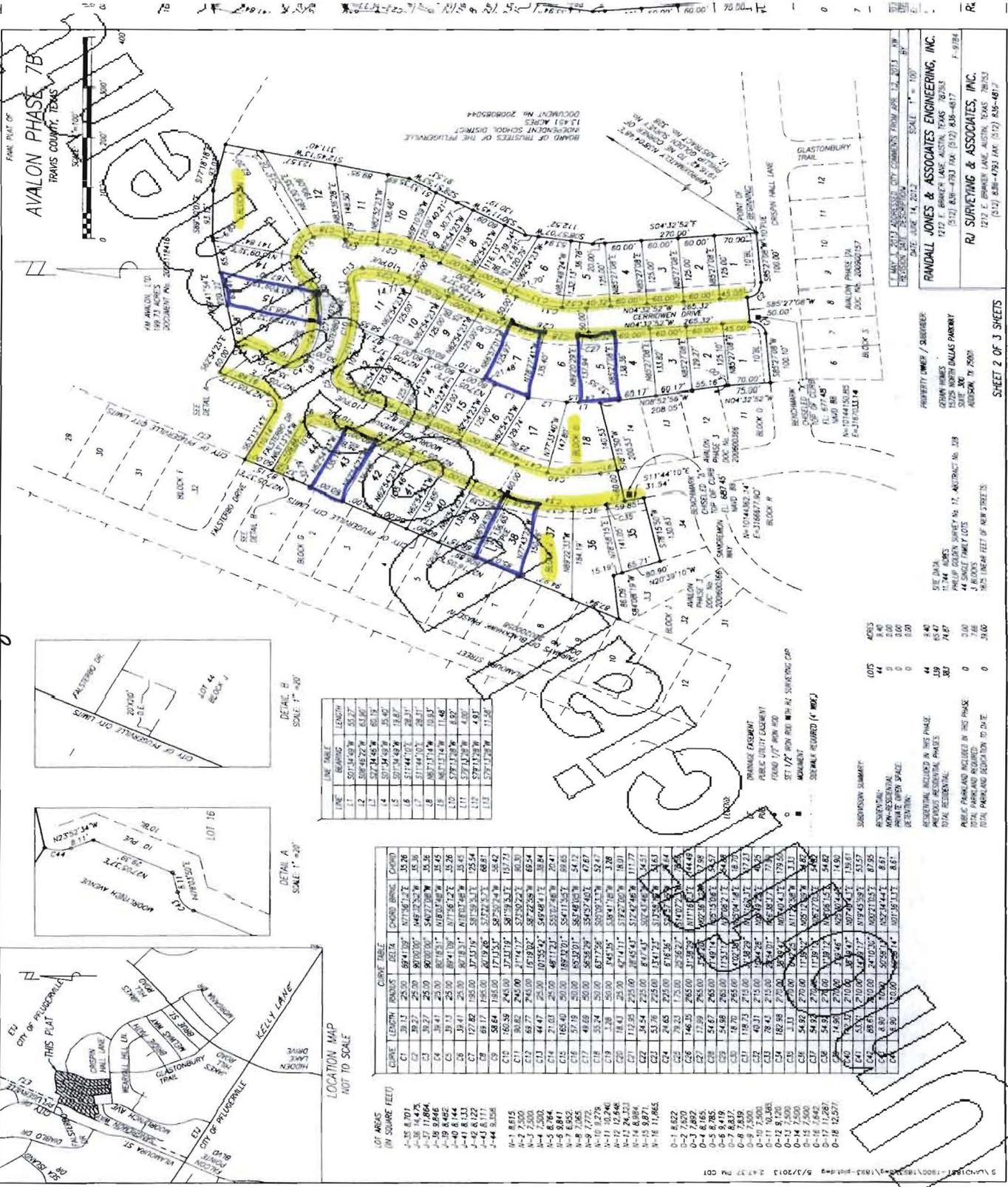
Date

201300111

6/11/13

\$92

293



AVALON PHASE 7B
TRAVIS COUNTY, TEXAS

DATE: JUNE 14, 2012
SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRANER LAKE AUSTIN, TEXAS 78753
(512) 836-4931 FAX: (512) 836-4617 F-9184

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRANER LAKE AUSTIN, TEXAS 78753
(512) 836-4931 FAX: (512) 836-4617

PROPERTY OWNERS / SUBGRADER:
GUYAN HAMES
15225 NORTH DUNDAS PARKWAY
SUITE 300
AUSTIN, TX 78750

DATE DATA:
MAY 16, 2012

44 SINGLE FAMILY LOTS
4 BLOCKS
165.75 LINEAR FEET OF NEW STREET

ADDITIONAL NOTES:
- 44 LOTS
- 0 PUBLIC PARKLAND
- 0 TOTAL PARKLAND REQUIRED
- 0 TOTAL PARKLAND REQUIRED TO DATE