



Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014

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

Division Director/Manager: Anna Bowlin - Division Director 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 Commons At Rowe Lane Phase 3B, in Precinct One.

- A) Lot 16 Blk M \$750.48;
- B) Lot 20 Blk M \$780.00;
- C) Lot 22 Blk M \$722.25; and
- D) Lot 23 Blk M \$925.44.

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 Phase 3B, 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
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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

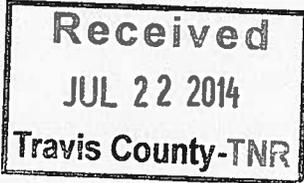
CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Commons At Rowe Lane Phase 3B

§ EXHIBIT 82.401 (C)



CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 750.48 ✓ # 00323334

ADDRESS: 2705 WINDY VANE DR LOT: 15 BLOCK: M

SUBDIVISION: Commons of Rowe Lane - 3B

DATE OF POSTING: The 22 Day of July, 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 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

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Kay Coen

Gehan Homes, LTD

PRINT: KAY COEN

3815 S Capital of TX Hwy #275

TITLE: RECHA COOK

Austin Texas 78704

PHONE: 513 330 9366 x4203

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

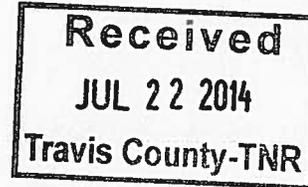
Date

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: \$ 780.00 V# 00323330

ADDRESS: 21108 WINDMILL RIDGE ST LOT: 20 BLOCK: M

SUBDIVISION: Commons of Rowe Lane - 3B

DATE OF POSTING: The 22 Day of July, 2014

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

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DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Kay Coen

Gehan Homes, LTD

PRINT: KAY COEN

3815 S Capital of TX Hwy #275

TITLE: PURCH COOR

Austin Texas 78704

PHONE: 92 330 9366 x4203

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: \$ 722.25 V# 00322508

ADDRESS: 21100 WINDMILL RIDGE ST LOT: 22 BLOCK: M

SUBDIVISION: Commons of Rowe Lane 3B

DATE OF POSTING: The 17 Day of JULY, 2014

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

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DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Kay Coen

Gehan Homes, LTD

PRINT: KAY COEN

3815 S Capital of TX Hwy #275

TITLE: PURCH COORD

Austin Texas 78704

PHONE: 512-330-9366 X 4203

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

Received
JUL 22 2014
Travis County-TNR

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 925.44 ✓ # 00323332

ADDRESS: 21106 WINDMILL RIDGE ST LOT: 23 BLOCK: M

SUBDIVISION: Commons of Rowe Lane - 3B

DATE OF POSTING: The 22 Day of July, 2014

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

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DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: X Kay Coen

Gehan Homes, LTD

PRINT: KAY COEN

3815 S Capital of TX Hwy #275

TITLE: Ranch Wood

Austin Texas 78704

PHONE: 512 330 9366 x4203

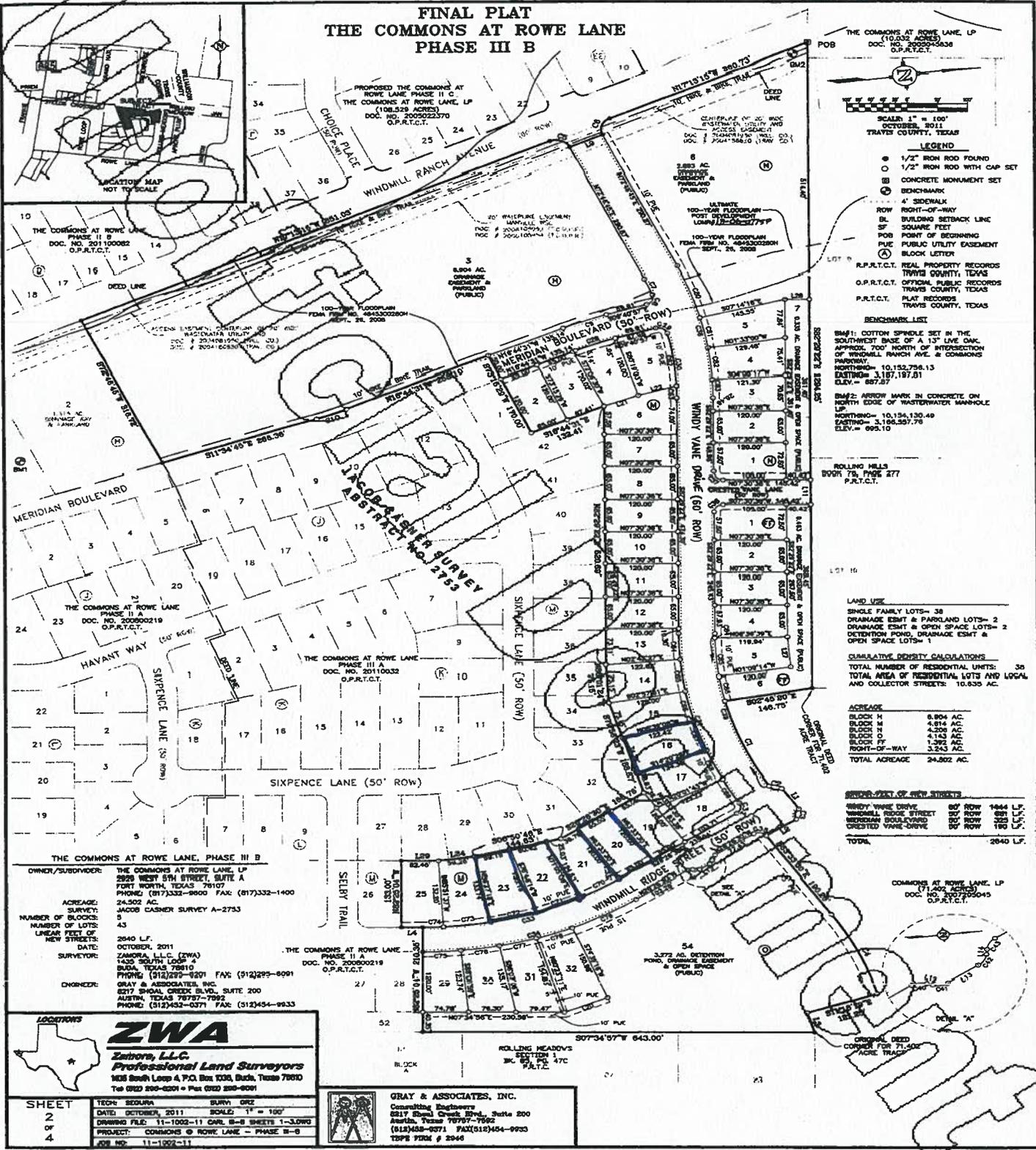
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE III B



THE COMMONS AT ROWE LANE, LP
 (10,832 ACRES)
 DOC. NO. 2009022370
 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
- BUILDING SETBACK LINE
- SF
- SQUARE FEET
- POB
- POINT OF BEGINNING
- PUC
- PUBLIC UTILITY EASEMENT
- 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= 10,152,736.13
 EASTING= 3,187,187.81
 ELEV.= 697.87

BM#2: APPROX. MARK IN CONCRETE ON NORTH EDGE OF WATERWORKS MANHOLE L.P.
 NORTHING= 10,156,130.49
 EASTING= 3,186,557.76
 ELEV.= 699.10

ROLLING HILLS BOON 75, PAGE 277
 P.R.T.C.T.

LOT 16

LAND USE

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

CUMULATIVE DENSITY CALCULATIONS

TOTAL NUMBER OF RESIDENTIAL UNITS: 38
 TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 10,832 AC.

ACREAGE

BLOCK H 5,804 AC
 BLOCK M 4,874 AC
 BLOCK O 4,143 AC
 BLOCK P 3,292 AC
 RIGHT-OF-WAY 3,243 AC
 TOTAL ACREAGE 24,802 AC.

WIDTH-FEET OF NEW STREETS

WINDY VANE DRIVE 80' ROW 1844 L.F.
 WINDMILL RIDGE STREET 80' ROW 889 L.F.
 MERIDIAN BOULEVARD 80' ROW 325 L.F.
 CRESTED VANE DRIVE 80' ROW 190 L.F.
 TOTAL 2840 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)332-9600 FAX: (817)332-1400

ACREAGE: 24,802 AC.
 SURVEY: JACOB CASNER SURVEY A-2753
 NUMBER OF BLOCKS: 5
 NUMBER OF LOTS: 43
 LINEAR FEET OF NEW STREETS: 2840 L.F.
 DATE: OCTOBER, 2011
 SURVEYOR: ZAMORA, L.L.C. (ZWA)
 1433 SOUTH LOOP 9
 BUDA, TEXAS 78610
 PHONE: (512)295-8291 FAX: (512)295-8091

ENGINEER: GRAY & ASSOCIATES, INC.
 6217 SHOAL CREEK BLVD., SUITE 200
 AUSTIN, TEXAS 78747-7992
 PHONE: (512)452-0371 FAX: (512)454-9933

THE COMMONS AT ROWE LANE, PHASE III A
 DOC. NO. 20110032
 O.P.R.T.C.T.

THE COMMONS AT ROWE LANE, PHASE II C
 DOC. NO. 2009022370
 O.P.R.T.C.T.

LOCATIONS

ZWA
 Zamora, L.L.C.
 Professional Land Surveyors
 1433 South Loop 9, P.O. Box 1000, Buda, Texas 78610
 Tel: (512) 295-8291 • Fax: (512) 295-8091

SHEET
 2
 OF
 4

TECH: SECURA SURV: GRZ
 DATE: OCTOBER, 2011 SCALE: 1" = 100'
 DRAWING FILE: 11-1002-11 CARL B-B SHEETS 1-3/0W
 PROJECT: COMMONS @ ROWE LANE - PHASE III-B
 JOB NO: 11-1002-11

GRAY & ASSOCIATES, INC.
 Consulting Engineers
 6217 Shoal Creek Blvd., Suite 200
 Austin, Texas 78747-7992
 (512)452-0371 FAX:(512)454-9933
 TRS 7928 # 2046