



Travis County Commissioners Court Agenda Request

Meeting Date: October 7, 2014

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

Division Director/Manager: Anna Bowlin - Division Director Development Services 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 4A, in Precinct One.

- A) Lot 19 Blk FF;
- B) Lot 16 Blk P;
- C) Lot 7 Blk P;
- D) Lot 8 Blk P; and
- E) Lot 6 Blk Q.

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 4A, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

- A) Lot 19 Blk FF, 2805 Fresh Springs Hollow, \$975.00;
- B) Lot 16 Blk P, 2921 Fresh Spring Rd, \$975.00;
- C) Lot 7 Blk P, 3004 Windy Vane Dr, \$975.00;
- D) Lot 8 Blk P, 3008 Windy Vane Dr, \$975.00; and
- E) Lot 6 Blk Q, 2908 Fresh Spring Rd, \$975.00.

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 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 - Commons at Rowe Lane Phase 4A

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 975,00

ADDRESS: 2805 Fresh Springs Hollow LOT: 19 BLOCK FF

SUBDIVISION: Commons of Rowe Lane 4A

DATE OF POSTING: The 3 Day of September, 2014

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: *Tina [Signature]*

Gehan Homes, LTD

PRINT: Nina Lozano

3815 S Capital of TX Hwy #275

TITLE: Purchasing Coordinator

Austin Texas 78704

PHONE: 512-330-9364 x4219

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: \$ 975.00 ✓ # 00326715

ADDRESS: 2921 Fresh Spring Rd. LOT: 16 BLOCK: P

SUBDIVISION: Commons of Rowe Lane 4A

DATE OF POSTING: The 10 Day of September, 2014

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:

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: X Terry Kinnell

Gehan Homes, LTD

PRINT: Terry Kinnell

3815 S Capital of TX Hwy #275

TITLE: Purchasing Coordinator

Austin Texas 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: \$ 975.00

ADDRESS: 3004 Windy Vane Dr. LOT: 7 BLOCK: P

SUBDIVISION: Commons of Rowe Lane 4A

DATE OF POSTING: The 3 Day of September, 2014

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

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

BY: Nina Lozano

PRINT: Nina Lozano

TITLE: Purchasing Coordinator

PHONE: 512-330-9366x429

COMPANY NAME & ADDRESS

Gehan Homes, LTD

3815 S Capital of TX Hwy #275

Austin Texas 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: \$ 975.00

ADDRESS: 3008 Windy Vane Dr. LOT: 8 BLOCK: P

SUBDIVISION: Commons of Rowe Lane 4A

DATE OF POSTING: The 3 Day of September, 2014

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:

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DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Tina Lozano

Gehan Homes, LTD

PRINT: Nina Lozano

3815 S Capital of TX Hwy #275

TITLE: Purchasing Coordinator

Austin Texas 78704

PHONE: 512-330-9366 x4219

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: \$ 975.00

ADDRESS: 2908 Fresh Spring Rd LOT: 6 BLOCK: Q

SUBDIVISION: Commons of Rowe Lane 4A

DATE OF POSTING: The 22 Day of September, 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:

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

BY: Nina Lopez

PRINT: Nina Lopez

TITLE: PC

PHONE: 512-330-9364 x4211

COMPANY NAME & ADDRESS

Gehan Homes, LTD

3815 S Capital of TX Hwy #275

Austin Texas 78704

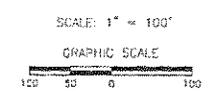
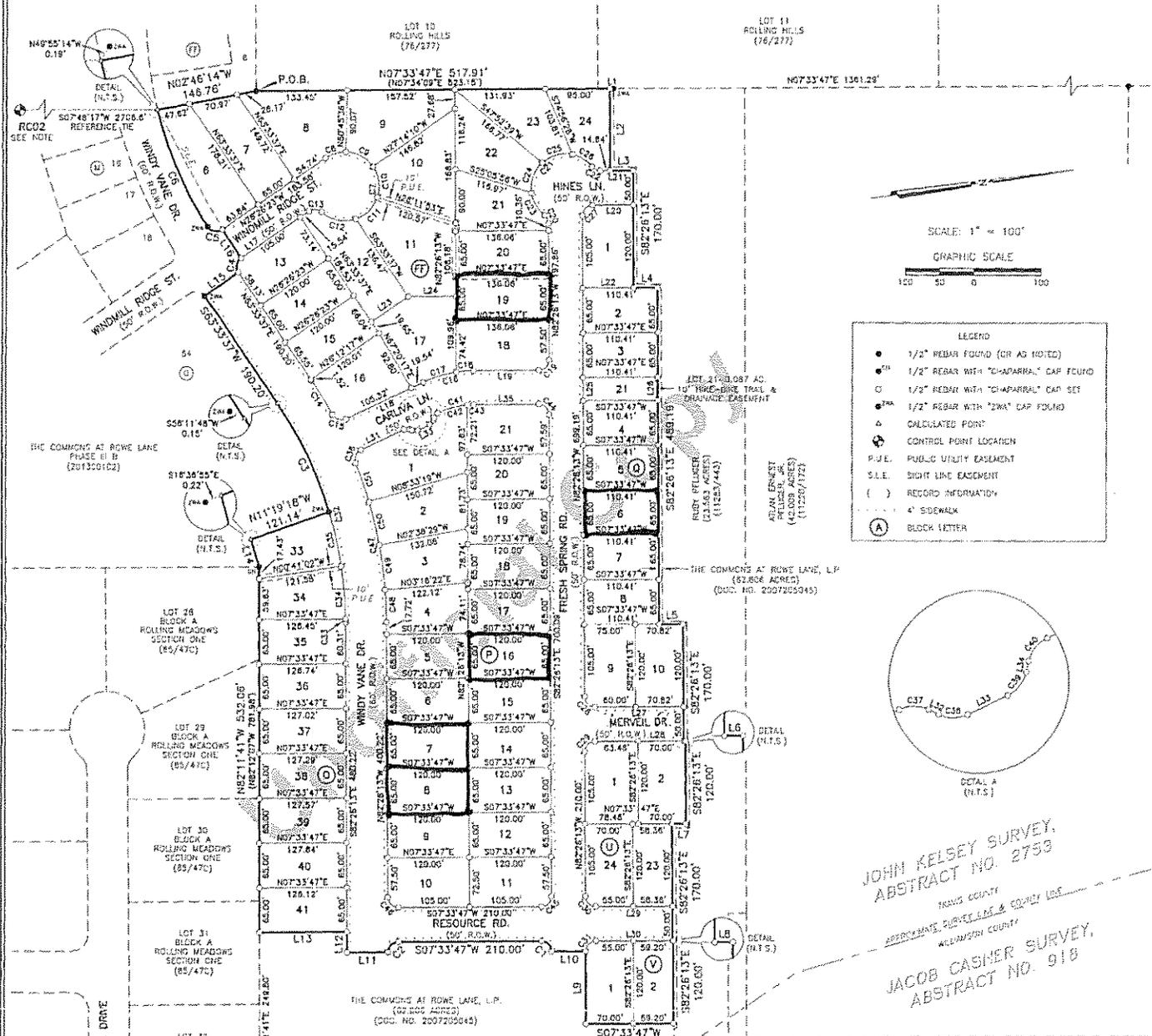
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

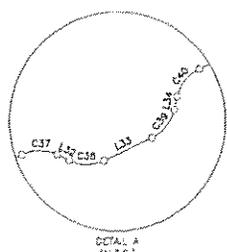
Date

201400073

FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE IV A
TRAVIS COUNTY, TEXAS



- LEGEND
- 1/2" REBAR FOUND (OR AS NOTED)
 - 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - 1/2" REBAR WITH "ZINK" CAP FOUND
 - △ CALCULATED POINT
 - CONTROL POINT LOCATION
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.L.E. SIGHT LINE EASEMENT
 - () RECORD INFORMATION
 - 4" SIDEWALK
 - (A) BLOCK LETTER



JOHN KELSEY SURVEY,
ABSTRACT NO. 2753
TRAVIS COUNTY
APPROXIMATE SURVEY LINE & SECTION LINE
KLEWORTH COUNTY

JACOB CASHER SURVEY,
ABSTRACT NO. 918
KLEWORTH COUNTY

OWNER:
THE COMMONS AT ROWE LANE, L.P.
2929 WEST 9TH STREET, SUITE A
FORT WORTH, TEXAS 76127
817-332-9600

TOTAL ACREAGE: 17.419 ACRES
JOHN KELSEY SURVEY, ABSTRACT NO. 2753
TOTAL NUMBER OF LOTS: 66
SINGLE FAMILY LOTS: 65
HICK-BIKE TRAIL & DRAINAGE EASEMENT LOTS: 1

BLOCK FF: 19 LOTS (4,454 AC.)
BLOCK D: 9 LOTS (1,716 AC.)
BLOCK P: 21 LOTS (4,056 AC.)
BLOCK Q: 11 LOTS (1,846 AC.)
BLOCK U: 4 LOTS (1,269 AC.)
BLOCK V: 2 LOTS (3,055 AC.)

R.O.W. AREA: 4,189 AC.
LINEAR FEET OF NEW ROADWAY 3433 LF.

CAROLINA LANE: 370 LF.
FRESH SPRING ROAD: 1109 LF.
FINES LANE: 100 LF.
RESOURCE ROAD: 448 LF.
MERVEL DRIVE: 171 LF.
WINDMILL RIDGE STREET: 229 LF.
WINDY VANE DRIVE: 1026 LF.

ATLAV PFLUGER
(136 ACRES)
(829/605)

CHAPARRAL CONTROL POINT "R002"
4" ALUMINUM DISK SET IN ASPHALT, 4"
NORTH OF CURB AT THE END OF A
MEDIAN AT THE NORTH TERMINUS OF
CASA NAVARRO DRIVE

SURFACE COORDINATES:
N 10151283.59
E 3167459.84

COMBINED SCALE FACTOR = 0.999987783
(FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000112229
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.9
TEXAS CENTRAL ZONE 4203
MERCATOR
MERCATOR

TEXAS CENTRAL ZONE STATE
PLANE COORDINATES:
N 10150144.45
E 3152344.35

ELEVATION = 882.47'
VERTICAL DATUM: NAVD 88 (GEOID 89)



EW 1/17/2014

REVISION DATE:	DESCRIPTION:

GRAY ENGINEERING

8934 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 240
(512)452-0371
FAX (512)454-9933
TPE FIRM #2946

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

3500 McCall Lane
Austin, Texas 78744
512-443-1724

PROJECT NO:
897-007

DRAWING NO.:
897-007-IV-A

PLOT DATE:
1/17/2014

PLOT SCALE:
1"=100'

DRAWN BY:
EJD

SHEET
02 OF 05