



Travis County Commissioners Court Agenda Request

Meeting Date: August 20, 2013

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

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

Carol B. Boyd For
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 Cash Security Agreement with Timber Homes, Inc. for sidewalk fiscal for Overlook Estates Phase 1 Lot 44 Block 2, in Precinct Three.

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:

Timber Homes, Inc., proposed to use this Cash Security Agreement, as follows: Phase 1 for Lot 44 Block 2, \$840.00, 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 lot.

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 <i>SS</i>	Permits Program Manager Floodplain	TNR	(512) 854-7565

	Administrator		

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Overlook Estates Ph 1

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Timber Homes, Inc _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 840.00

ADDRESS: 8004 Lenape Trail, Austin TX 78739 LOT: 44 BLOCK: 2

SUBDIVISION: The Overlook Estates Phase 1

DATE OF POSTING: The 16th Day of July,
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.

DEVELOPER/BUILDER

BY: 

PRINT: Kelley Brown

TITLE: COO

PHONE: 512-301-8312

COMPANY NAME & ADDRESS

Timber Homes, Inc. _____

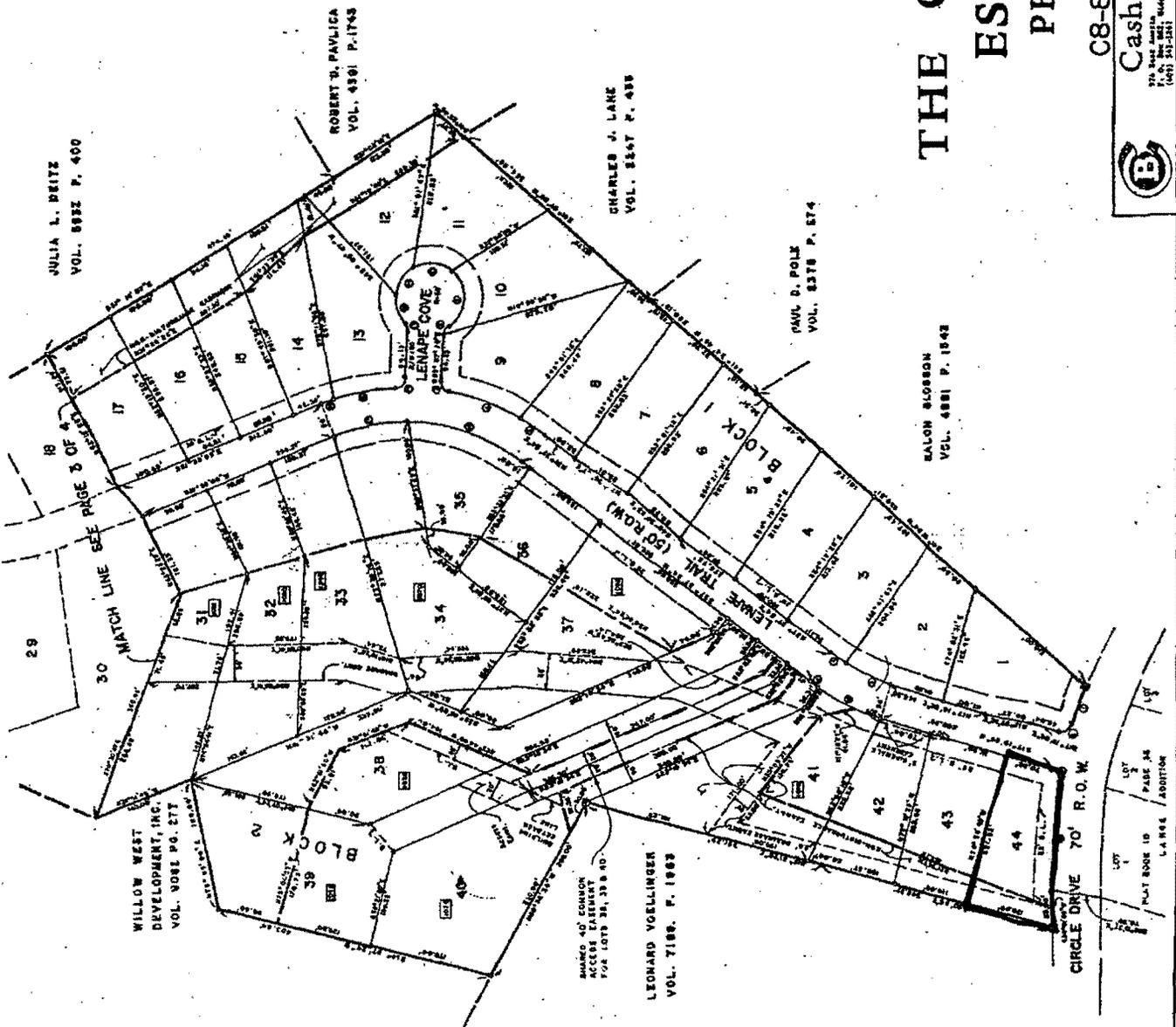
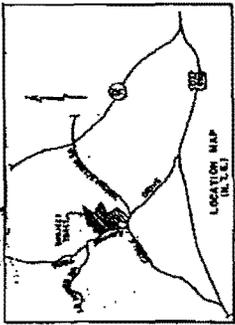
6312 Old Harbor Lane

Austin TX

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date



CORNER DATA

CORNER NO.	BEARING	DISTANCE	BEARING	DISTANCE	CORNER MARKING
1	71° 13'	31.00'	89° 31'	30.00'	IRON PIN SET
2	12.00'	21.53'	89° 31'	30.00'	IRON PIN SET
3	275.00'	72.50'	84° 31'	69.00'	CONCRETE MONUMENT SET
4	225.00'	15.00'	83° 01'	37.00'	MINIMUM 1st FLOOR ELEVATION
5	325.00'	42.24'	82° 53'	37.00'	BL BUILDING LINE
6	325.00'	207.00'	82° 53'	37.00'	BL BUILDING LINE
7	72.00'	21.71'	82° 53'	37.00'	BL BUILDING LINE
8	12.00'	13.42'	82° 53'	37.00'	BL BUILDING LINE
9	26.00'	96.79'	82° 53'	37.00'	BL BUILDING LINE
10	26.00'	81.24'	82° 53'	37.00'	BL BUILDING LINE
11	26.00'	59.44'	82° 53'	37.00'	BL BUILDING LINE
12	26.00'	43.40'	82° 53'	37.00'	BL BUILDING LINE
13	12.00'	33.82'	82° 53'	37.00'	BL BUILDING LINE
14	12.00'	31.79'	82° 53'	37.00'	BL BUILDING LINE
15	231.00'	84.75'	82° 53'	37.00'	BL BUILDING LINE
16	231.00'	76.00'	82° 53'	37.00'	BL BUILDING LINE
17	231.00'	202.43'	82° 53'	37.00'	BL BUILDING LINE
18	231.00'	172.47'	82° 53'	37.00'	BL BUILDING LINE
19	231.00'	14.22'	82° 53'	37.00'	BL BUILDING LINE
20	231.00'	202.00'	82° 53'	37.00'	BL BUILDING LINE
21	231.00'	21.31'	82° 53'	37.00'	BL BUILDING LINE
22	231.00'	235.18'	82° 53'	37.00'	BL BUILDING LINE

THE OVERLOOK ESTATES PHASE 1

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C8-85-10.1(86)

Cash & Boden, Inc.
 315 N. Broad Street, Suite 101
 Philadelphia, PA 19104
 (215) 561-2221



JULIA L. DEITZ
VOL. 8832 P. 400

ROBERT D. PAVLICA
VOL. 4391 P. 1743

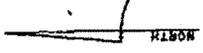
CHARLES J. LANE
VOL. 5247 P. 433

PAUL D. POLK
VOL. 5378 P. 574

HALON SLOSSON
VOL. 4881 P. 1843

WILLOW WEST DEVELOPMENT, INC.
VOL. 5081 PG. 277

LEONARD VOELLINGER
VOL. 7188 P. 1983



SCALE: 1" = 100'

- LEGEND
- IRON PIN SET
 - IRON PIN FOUND
 - CONCRETE MONUMENT SET
 - MINIMUM 1st FLOOR ELEVATION
 - BL BUILDING LINE

LOT AREA

LOT NO.	AREA
1	0.215 Ac.
2	0.200 Ac.
3	0.200 Ac.
4	0.200 Ac.
5	0.201 Ac.
6	0.200 Ac.
7	0.200 Ac.
8	0.200 Ac.
9	0.200 Ac.
10	0.200 Ac.
11	0.200 Ac.
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31	0.200 Ac.
32	0.200 Ac.
33	0.200 Ac.
34	0.200 Ac.
35	0.200 Ac.
36	0.200 Ac.
37	0.200 Ac.
38	0.200 Ac.
39	0.200 Ac.
40	0.200 Ac.
41	0.200 Ac.
42	0.200 Ac.
43	0.200 Ac.
44	0.200 Ac.
45	0.200 Ac.