

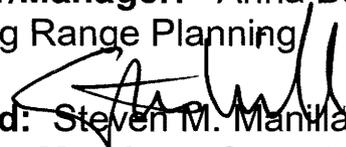


## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 29, 2014

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

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

**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 Chesmar Homes Austin, LTD., for sidewalk fiscal for Sweetwater Village H2 for lot 9 Block A, 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:

Chesmar Homes Austin, LTD., propose to use this Cash Security Agreement, as follows: Sweetwater Village H2 Lot 9 Block A, \$750.00, 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 	Permits Program Manager	TNR	(512) 854-7565

	Floodplain Administrator		

**CC:**

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

**TP:AB:tp**

**1101 - Development Services Long Range Planning - Sweetwater Village H2**

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Chesmar Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 750.00

ADDRESS: 5912 Gunnison Turn Cove LOT: 9 BLOCK: A

SUBDIVISION: ~~Canyons of Sweetwater~~ sec H2

DATE OF POSTING: The 19 Day of June, 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: Sean Chandler

Chesmar Homes

PRINT: Sean Chandler

3600 W. Parmer Lane Suite #212

TITLE: President

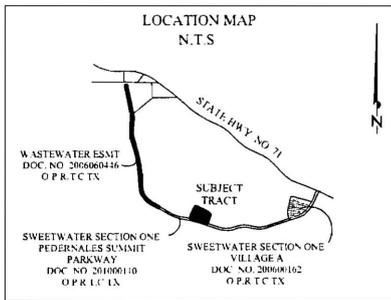
Austin, TX 78727

PHONE: 512-465-2903 x24

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

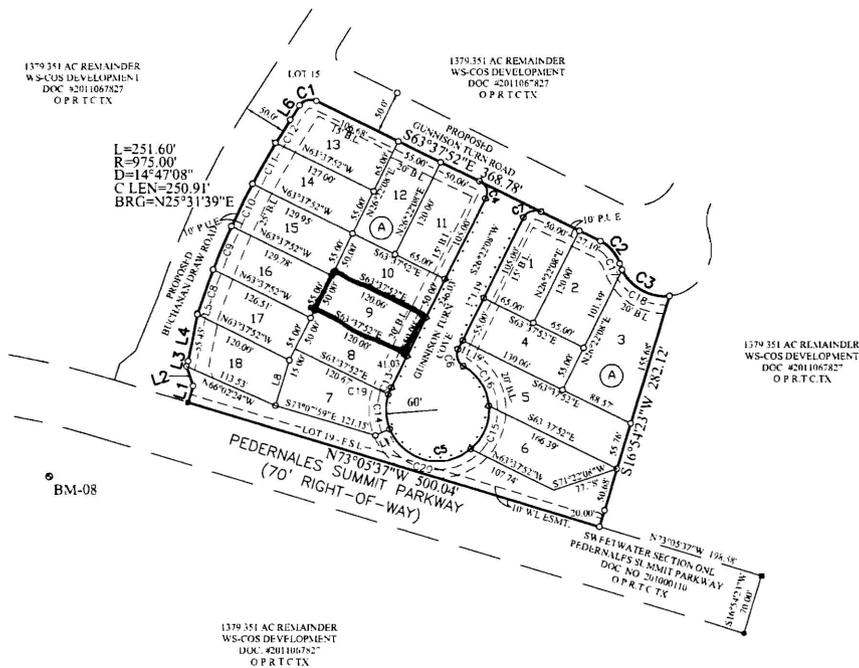
\_\_\_\_\_  
Date



W. A. BARLOW SURVEY NO. 86  
TRAVIS COUNTY, TEXAS  
OCTOBER 2011



BM-10



**LEGEND**

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP FOUND
- 1/2 INCH IRON ROD SET
- CONCRETE MONUMENT SET
- SIDEWALK
- BL BUILDING LINE
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- O.P.R.T.C.T.X. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- DE DRAINAGE EASEMENT
- WQC WATER QUALITY BENEFIT EASEMENT
- FSL FENCE, SIGNAGE AND LANDSCAPE LOT
- RM ELEVATION BENCH MARK
- (A) BLOCK DESIGNATION

**BENCHMARK LIST**

TBM-08: COTTON SPINDLE SET IN 9" LIVE OAK TAG NO. 7542  
ELEV: 979.63'  
TBM-10: COTTON SPINDLE SET IN LIVE OAK TAG NO. 8188  
ELEV: 899.97'

LINE	BEARING	DISTANCE
L1	N16°44'23"E	20.00'
L2	N18°00'00"W	24.41'
L3	N16°44'23"E	8.39'
L4	N11°00'38"E	46.23'
L5	S11°00'38"W	0.78'
L6	N32°55'13"E	20.21'
L7	S16°54'23"W	0.21'
L8	S16°54'23"W	55.76'
L9	S16°54'23"W	1.55'
L10	S16°54'23"W	4.84'
L11	S65°14'58"W	18.21'

CURVE	RADIUS	ARC LEN	CHORD LEN	CHORD BEARING	DELTA ANGLE
C1	14.00'	21.85'	19.97'	N74°38'41"E	83°26'56"
C2	45.00'	35.79'	34.86'	S40°00'40"E	45°42'23"
C3	45.00'	24.85'	49.20'	S45°00'14"E	77°48'12"
C4	15.00'	23.56'	21.21'	S18°17'52"E	90°00'00"
C5	60.00'	113.25'	97.17'	N 4°00'22" W	108°08'57"
C6	15.00'	22.46'	20.49'	N 16°43'11" W	86°10'39"
C7	15.00'	23.56'	21.21'	N71°22'08"E	90°00'00"
C8	97.64'	54.62'	54.61'	N10°44'22"E	03°12'04"
C9	975.00'	55.10'	55.10'	N22°55'49"E	03°14'18"
C10	975.00'	55.01'	55.00'	N26°11'56"E	03°13'57"
C11	975.00'	55.09'	55.08'	N29°26'01"E	03°14'14"
C12	975.00'	31.79'	31.79'	N31°59'10"E	01°42'05"
C13	60.00'	9.01'	9.00'	N 22°04'07" E	08°36'04"
C14	60.00'	41.57'	40.75'	N 02°04'55" W	39°41'58"
C15	60.00'	52.27'	55.12'	S 22°34'29" W	54°41'21"
C16	60.00'	57.64'	55.45'	S 32°17'21" E	55°02'19"
C17	55.00'	7.71'	7.71'	N 22°04'33" W	08°02'08"
C18	55.00'	67.13'	63.04'	N 61°03'39" W	69°56'05"
C19	55.00'	6.66'	6.66'	N 15°05'25" E	06°40'19"
C20	60.00'	113.25'	97.17'	N 4°00'22" W	108°08'57"