



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 28, 2014

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

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

*AB*

**Department Head:** *Carol B. Douglas*  
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 Austin Enve LLC, for sidewalk fiscal for Lake Pointe Section 7 Lot 21 Block B, 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:**

Austin Enve LLC, proposed to use this Cash Security Agreement, as follows: Lake Pointe Section 7 Lot 21 Block B, \$1,418.10, 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 Floodplain Administrator	TNR	(512) 854-7565

**CC:**

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

**TP:AB:tp**

**1101 - Development Services Long Range Planning - Lake Pointe Section 7**

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: AUSTIN ENVE LLC

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 1,418.10

ADDRESS: 11909 PLEASANT PANORAMA VIEW LOT: 21 BLOCK: B

SUBDIVISION: LAKE POINTE Phase - Section 7

DATE OF POSTING: The 13th Day of October, 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.

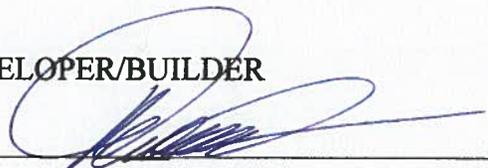
This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that 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.

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY:  \_\_\_\_\_

Austin Enve LLC \_\_\_\_\_

PRINT: David Burton \_\_\_\_\_

4807 Spicewood Springs Road \_\_\_\_\_

TITLE: President \_\_\_\_\_

Building Two, Suite 110 \_\_\_\_\_

PHONE: 512.971.3078 \_\_\_\_\_

Austin, TX 78759 \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**SUBJECT LOT**

**Lake Pointe Section 7  
Lot 21 Block B**

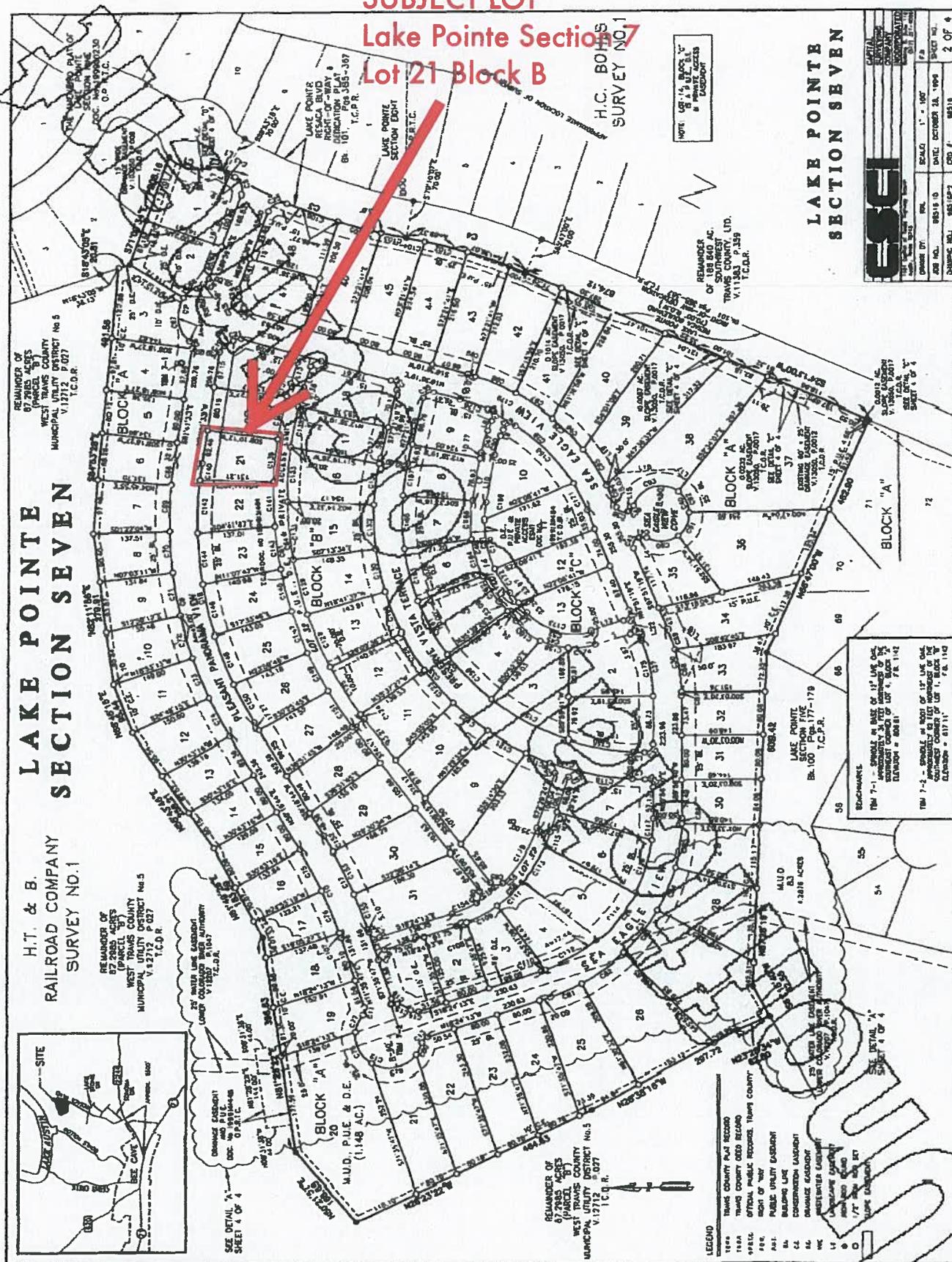
H.C. BOHS  
SURVEY NO. 1

NOTE: LOT 15, BLOCK "C"  
IS A PRIVATE ACCESS  
EASEMENT

**LAKE POINTE  
SECTION SEVEN**

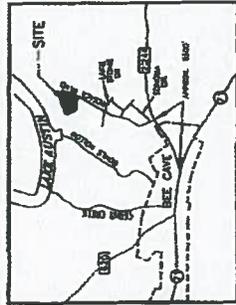


DATE	1 - 1967	SHEET NO.	2 OF 4
DATE	OCTOBER 24, 1969	DATE	
JOB NO.	8819-10	PROJ. NO.	8819
DRAWING NO.	8819P-2	PROJ. NO.	8819



**LAKE POINTE  
SECTION SEVEN**

H.T. & B.  
RAILROAD COMPANY  
SURVEY NO. 1



- LEGEND**
- THIN LINE PUBLIC ROAD
  - THICK LINE COUNTY ROAD
  - OFFICIAL PUBLIC ROAD, TRANS COUNTY
  - RIGHT OF WAY
  - PUBLIC UTILITY easement
  - CONSERVATION easement
  - DRAINAGE easement
  - WATER LINE easement
  - SEWERAGE easement
  - 7' / 4" SIDEWALK SET
  - 7' / 4" SIDEWALK SET
  - 7' / 4" SIDEWALK SET

**REMARKS**

THE 7-1-68 SURVEY IS BASED ON 1/4" AS THE ONLY INSTRUMENT OF SURVEY. A FIELD INSTRUMENT OF SURVEY IS NOT A FIELD INSTRUMENT OF SURVEY. A FIELD INSTRUMENT OF SURVEY IS NOT A FIELD INSTRUMENT OF SURVEY.

199900395

PHOTOGRAPHIC