



Travis County Commissioners Court Agenda Request

Meeting Date: May 13, 2014

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

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

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 KB Home Lone Star, Inc., for sidewalk fiscal for Presidential Meadows Section 5, in Precinct One.

- A) Lot 31 Blk H \$715.05;
- B) Lot 32 Blk H \$750.00; and
- C) Lot 33 Blk H \$750.00.

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:

KB Home Lone Star, Inc., proposes to use these Cash Security Agreements for the selected lots, as follows: Presidential Meadows Section 5, 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
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 - Presidential Meadows Section 5

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

RECEIVED

APR 22 2014

TNR
RECEIVED
APR 23 2014
TNR

TO: Travis County, Texas

DEVELOPER/BUILDER: KB Home Lone Star, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 715.05

ADDRESS: 12424 Dwight Eisenhower St. LOT: 31 BLOCK: H

SUBDIVISION: Presidential Meadows Section 5

DATE OF POSTING: The _____ Day of _____, 20__

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.

Cash Security Agreement - Sidewalks

Page 2

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY:  _____

KB Home Lone Star, Inc.

PRINT: John Zinsmeyer

10800 Pecan Park Blvd, Suite 200

TITLE: Vice President

Austin, Texas 78750

PHONE: (512) 651-8064

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

RECEIVED
APR 23 2014
TNR

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: KB Home Lone Star, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 750.00

ADDRESS: 12420 Dwight Eisenhower St. LOT: 32 BLOCK: H

SUBDIVISION: Presidential Meadows Section 5

DATE OF POSTING: The _____ Day of _____, 20__

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ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 750.00

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SUBDIVISION: Presidential Meadows Section 5

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TITLE: Vice President

Austin, Texas 78750

PHONE: (512) 651-8064

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

201300248

PRESIDENTIAL MEADOWS SECTION FIVE



LEGEND:

- 1/2" IRON ROD SET WITH "ZWA" CAP
- 5/8" IRON ROD SET WITH "ZWA" CAP
- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD FOUND (NO CAP)
- 4"x4" WOOD FENCE POST
- 5/8" IRON ROD WITH "ZWA" CAP SET IN CONCRETE
- ⊙ BLOCK NUMBER
- BUILDING LINE
- PUBLIC UTILITY EASEMENT
- DEED RECORDS, TRAVIS COUNTY, TEXAS
- PLAY RECORDS, TRAVIS COUNTY, TEXAS
- ⊙ BENCHMARK
- SIDEWALK

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	17.17	850.00	S72°22'00"W	17.17
C2	17.17	850.00	N72°22'00"E	17.17
C3	33.34	850.00	S81°18'12"E	33.34
C4	41.36	850.00	S4°47'48"W	38.80
C5	16.18	15.00	S7°48'29"W	14.49
C6	309.70	850.00	S72°22'00"W	64.00
C7	16.18	15.00	S7°48'29"W	14.49
C8	16.18	15.00	S7°48'29"W	14.49
C9	309.70	850.00	S72°22'00"W	64.00
C10	16.18	15.00	S7°48'29"W	14.49
C11	41.36	850.00	S4°47'48"W	38.80
C12	37.95	850.00	S90°00'00"W	37.95
C13	78.15	850.00	S72°22'00"W	33.84
C14	36.36	850.00	S4°47'48"W	36.80
C15	68.85	850.00	S9°34'48"W	61.85
C16	89.78	850.00	S2°53'39"W	85.41
C17	48.31	850.00	S8°27'34"W	47.01
C18	38.89	850.00	S4°12'00"W	38.89
C19	78.15	850.00	S72°22'00"W	33.84
C20	85.10	850.00	S72°22'00"W	34.81
C21	87.79	850.00	S4°44'11"W	44.84
C22	40.86	850.00	S9°00'00"W	40.86
C23	36.36	850.00	S4°12'00"W	36.36
C24	36.36	850.00	S4°12'00"W	36.36
C25	36.36	850.00	S4°12'00"W	36.36
C26	48.00	850.00	S4°40'00"W	47.80
C27	44.84	850.00	S4°43'11"W	43.89
C28	36.36	850.00	S9°34'48"W	33.18
C29	36.36	850.00	S9°34'48"W	33.18
C30	47.82	395.00	S84°20'00"W	47.82
C31	37.18	395.00	S83°18'00"W	37.18
C32	82.63	175.00	S72°22'00"W	22.81
C33	50.11	895.00	S1°48'38"W	50.01
C34	9.86	175.00	S72°22'00"W	9.86
C35	18.94	895.00	S72°22'00"W	18.94
C36	18.78	895.00	S72°22'00"W	18.78
C37	89.97	345.00	S45°50'00"W	89.97
C38	65.32	345.00	S12°02'56"W	65.32
C39	65.32	345.00	S12°02'56"W	65.32
C40	30.88	895.00	S72°14'00"W	30.88
C41	3.80	395.00	S72°22'00"W	3.80
C42	47.83	395.00	S72°22'00"W	47.83

LINE	BEARING	DISTANCE
L1	S27°48'49"W	54.80
L2	S82°29'01"W	90.00
L3	S27°48'49"W	83.30
L4	S27°48'49"W	9.50
L5	S27°47'56"W	80.48
L6	S27°47'56"W	8.00
L7	S27°47'56"W	38.53
L8	S27°47'56"W	49.97
L9	S27°47'56"W	80.00
L10	S27°47'56"W	4.82
L11	S27°48'48"W	1.86
L12	S27°48'48"W	6.26
L13	S27°48'48"W	8.06
L14	S27°48'48"W	88.58
L15	S27°48'48"W	60.78
L16	S27°48'48"W	40.80
L17	S27°48'48"W	61.85
L18	S27°48'48"W	1.34
L19	S27°48'48"W	7.82
L20	S27°48'48"W	89.80
L21	S27°48'48"W	10.88
L22	S27°48'48"W	16.64
L23	S27°48'48"W	48.35
L24	S27°48'48"W	89.88

SURVEYOR'S NOTE:
 (1) 8x8" SQUARE CUT IN CONCRETE FOOTING OF HIGH VOLTAGE TRANSMISSION LINE POLE ON THE SOUTH SIDE. ELEVATION=547.29 (BM#1)

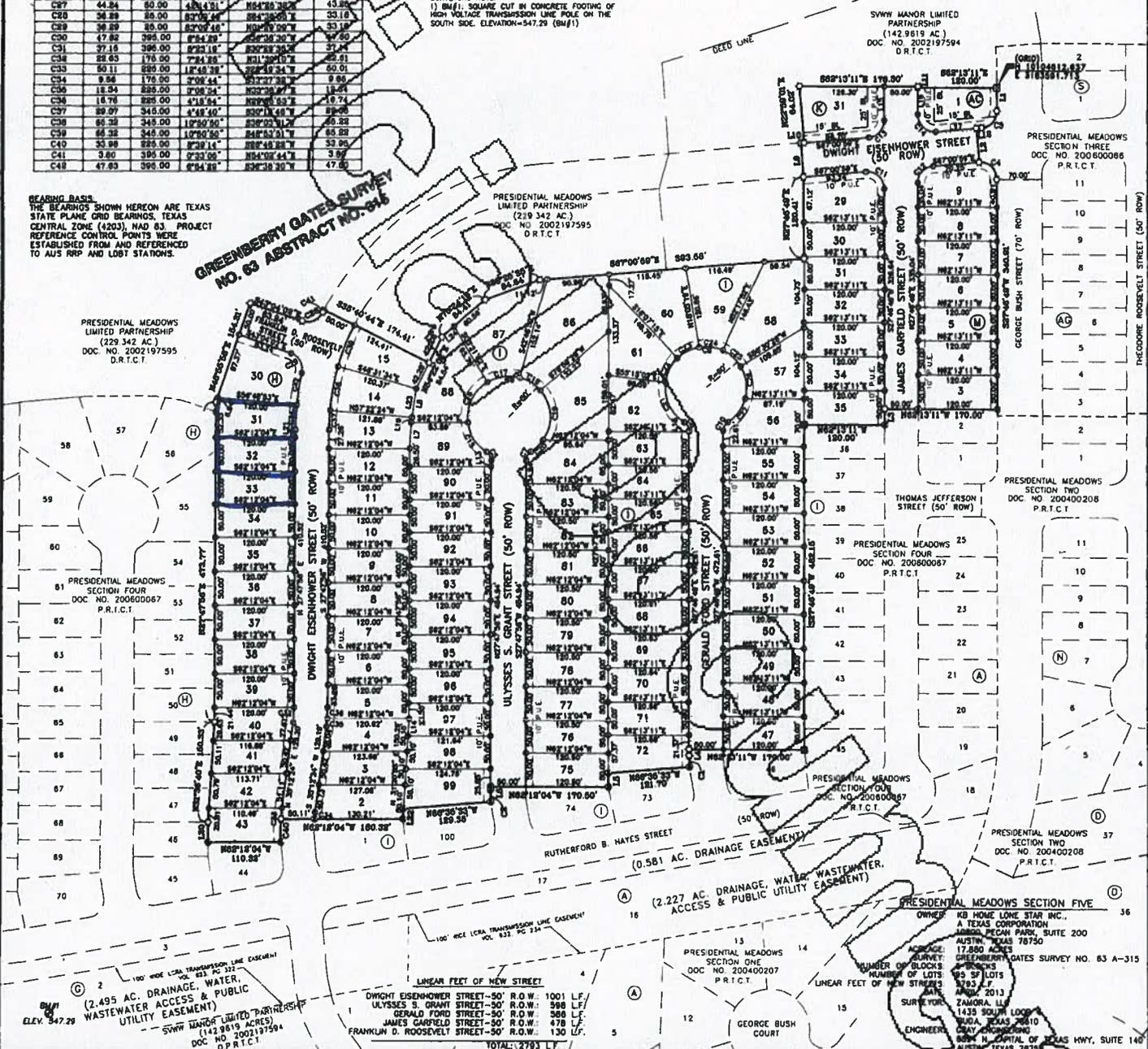
SWM MANOR LIMITED PARTNERSHIP
 (142.9819 AC)
 DOC. NO. 2002197594 D.R.T.C.T.

BEARING BASIS:
 THE BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE GRID BEARINGS, TEXAS CENTRAL ZONE (4203), NAD 83. PROJECT REFERENCE CONTROL POINTS WERE ESTABLISHED FROM AND REFERENCED TO AUS RRP AND LDBT STATIONS.

GREENBERRY GATES SURVEY
 NO. 63 ABSTRACT NO. 546

PRESIDENTIAL MEADOWS LIMITED PARTNERSHIP
 (229.342 AC)
 DOC. NO. 2002197595 D.R.T.C.T.

PRESIDENTIAL MEADOWS LIMITED PARTNERSHIP
 (219.342 AC)
 DOC. NO. 2002197595 D.R.T.C.T.



PROJECT: PRESIDENTIAL MEADOWS SEC. 5
 JOB NUMBER: 13-1009-01
 DATE: APRIL, 2013
 SCALE: 1"=100'
 SURVEYOR: TERRELL
 TECHNICIAN: SEGURA
 DRAWING: SHEET 1-REV. SEC. 5
 FIELD NOTES:
 PARTY CHIEF: TERRELL
 FIELD BOOKS:

ZWA
 Zamora, L.L.C.
 Professional Land Surveyors
 1406 South Loop 4 • Buda, Texas 78601
 Telephone: (512) 295-8201 • Fax: (512) 295-8001

PROJECT NO: *
 PLAN NO:
 DATE: APRIL 2013
 SCALE: 1" = 100'
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY: JB
 REVISED BY:

8634 N. Capital of Texas Highway
 Austin, Texas 78759
 Suite 540
 PHONE (512)452-0371
 FAX (512)454-9933
 TQPE FIRM 82946

PRESIDENTIAL MEADOWS SECTION FIVE
 SHEET 2 OF 3
 ZWA PLAN NO. 13-1009-01