

AGENDA ITEM 31

Consider authorizing the County Judge to execute a development agreement with HEB regarding construction and installation of traffic signals at Cedar Breaks Road and Williams Drive.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To authorize the County Judge to execute a development agreement with HEB regarding construction and installation of traffic signals at Cedar Breaks Road and Williams Drive.

Vote: **5 - 0**

< Attachment >

John C. Doerfler
County Judge
Williamson County



WILLIAMSON COUNTY COURTHOUSE
710 MAIN, SECOND FLOOR
GEORGETOWN, TEXAS 78626
PHONE (512) 943-1550
FAX (512) 943-1662

October 5, 2001

Bubba Needham
Texas Department of Transportation
Director of Transportation Operations
P.O. Drawer 15426
Austin, Texas 78761-5426

Dear Sir:

It is the intention of Williamson County to act as a sponsor under an Advanced Funding Agreement for the construction and installation of traffic signalization at the intersection of Cedar Breaks Road and Williams Drive in Georgetown, Texas.

On October 9, 2001, the Commissioners' Court passed an Order entering into a Development Agreement with HEB regarding HEB's responsibility to fund the costs of the project.

If you have any questions, please contact Charles Crossfield at (512) 255-8877.

Sincerely,

John C. Doerfler 10-9-01

John Doerfler
County Judge
Williamson County

CDC/kg

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	
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THIS IS AN AGREEMENT by and between **THE COUNTY OF WILLIAMSON**, a Texas political subdivision ("County") and **HEB**, (the"Developer").

WHEREAS, this Development Agreement sets forth the entire agreement between the County and Developer relating to the Project (as defined below);

WHEREAS, Developer is the owner of those certain tracts of land in Williamson County, Texas, more fully described on Exhibit "A", (referred to as the "Property");

WHEREAS, the Commissioners Court hereby determines that the development of the Project will promote local economic development and stimulate business and commercial activity in the County by increasing the future tax base of Williamson County and further that construction of the Project is in the best interest of the County; and

WHEREAS, simultaneously with the approval of this agreement, the County will enter into an Advance Funding Agreement with the Texas Department of Transportation to construct and install a traffic signal light at the intersection of Cedar Breaks Road and Williams Drive in Georgetown, Texas hereinafter referred to as the Project; and

WHEREAS, the County and Developer agree that Developer shall be the entity responsible for the costs of construction of all of the improvements and related work for the Project and as listed in the Advance Funding Agreement, including the posting of security required by the County;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

1. **The Project.** Developer is planning, developing and constructing a grocery store on the Property. As part of the development of the Property, the Developer is desiring to install traffic signalization, in accordance with the plans and specifications listed in the above-referenced Advance Funding Agreement, at the intersection of Cedar Breaks Road and Williams Drive in Georgetown, Texas.
2. **Surety.** Developer agrees to remit, in cash, within ten (10) days as requested by the County, an amount equal to 150% of the estimated construction costs as listed in the Advance Funding Agreement. Additionally, the cash payment shall be supplemented at the request of the County if the construction costs increase over and above the costs listed in the Advance Funding Agreement.

3. **Project Responsibility.** Both parties acknowledge that County is not responsible for any aspect of the construction of the Project as stated in the Advance Funding Agreement.

4. **Violation of this Agreement.** Both parties acknowledge that County is acting only as a sponsor for said project and is under absolutely no obligation to commit any funds or labor to said Project.

5. **Miscellaneous Provisions.**

a. **Actions Performable.** The County and Developer agree that all actions to be performed under this Agreement are performable solely in Williamson County, Texas.

b. **Governing Law.** The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

c. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

d. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties.

e. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telescope, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County of Williamson
Judge John Doerfler
Williamson County Courthouse
Georgetown, Texas 78626
Att.: County Judge
Phone: (512) 930-3652
Fax: (512) 930-3659

Developer:

HEB:

With copy to:

Ms. Melanie Gately

Phone: _____

Fax: _____

g. **Force Majeure.** Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

7. **Term of Agreement.** This Agreement shall be in effect for a term of one year from the date of approval by the County, provided that the term may be amended by written agreement of the parties. If the the Project has not commenced within the term of this Agreement, Developer may submit a written request to the County to extend the term of the Agreement. If, at any time, it is determined by the Developer that the Project is unfeasible, the County shall repay the Developer all funds paid herein. If the County has transferred any or all of the funds to the State of Texas, the Developer must seek repayment from the State of Texas, and the County shall be releived of any liability regarding repayment.

8. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

9. **Assignment.** This Agreement may be assigned, but the Assignee assumes all duties and obligations of Assignor.

SIGNED as of this _____ day of _____, 2000.

COUNTY:

The County of Williamson

By: John C. Doerfler 10-9-01
John Doerfler, County Judge

HEB:

BY: _____
ITS: _____

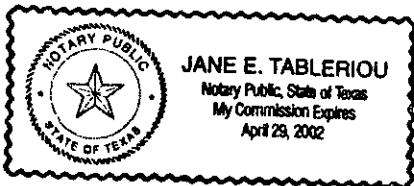
STATE OF TEXAS

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CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 9th day of October, 2001, by John Doerfler, a person known to me, in his capacity as County Judge of Williamson County, Texas.



Jane E. Tableriou
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me this ____ day of _____, 2001, by _____, _____ of HEB, on behalf of said corporation.

Notary Public - State of Texas

AGENDA ITEM 32

Consider authorizing the County Judge to execute an advanced funding agreement with the State of Texas regarding installation of traffic signals at Cedar Breaks Road and Williams Drive.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To authorize the County Judge to execute an advanced funding agreement with the State of Texas regarding installation of traffic signals at Cedar Breaks Road and Williams Drive.

Vote: 5 – 0

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