

AGENDA ITEM 36

Consider authorizing County Judge to execute a Development Agreement regarding extension of Gattis School Road.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To authorize the County Judge to execute a development agreement regarding the extension of Gattis School Road.

Vote: 5 - 0

< Attachment >

11/06/2001 TUE 10:42 FAX SHEETS & CROSSFIELD P.C.

002/005

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	WITH COMMERCE PROPERTIES, INC.
		REGARDING
COUNTY OF WILLIAMSON	§	EXTENSION OF GATTIS SCHOOL ROAD

This is a DEVELOPMENT AGREEMENT by and between WILLIAMSON COUNTY, TEXAS ("County") and COMMERCE PROPERTIES, INC. ("Developer").

WHEREAS, Developer is owner of that certain tract of land described as the Star Ranch Subdivision (the "Property"), and

WHEREAS, Developer desires to construct the extension of Gattis School Road, a four-lane, curbed and guttered major arterial road, ("Gattis School Road") running through the Property, and

WHEREAS, the County desires to participate in up to 30% of the total costs of the construction of said road, up to a maximum of \$250,000, pursuant to Section 212.071 of the Local Government Code, and

WHEREAS, the Developer desires to construct Gattis School Road in accordance with County regulations, and to allow for the County to inspect said road at all pertinent phases,

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

A. PURPOSE

The purpose of this Agreement is to provide for the reimbursement to the Developer for a portion of the cost of construction of the extension of Gattis School Drive through the Property to the intersection of FM 685 and Cr 138..

B. GENERAL TERMS AND CONDITIONS

1. The Project is herein defined as the construction of a four-lane, curbed and guttered major arterial road, including sidewalks, running through the Property, at the location shown on Exhibit "A", attached hereto

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2. The Project Cost is herein defined as all costs of material, labor, grading, paving, drainage, and other costs related to the construction of the Project.
3. County agrees to pay to the Developer \$250,000 (the "County Participation"), or no more than 30% of the Project Costs, as reflected in the final contract award, whichever is less. Said sum shall be paid to the Developer within thirty (30) working days after County has accepted said road.
4. The Developer will comply with any and all requirements of Chapter 262 of the Local Government Code, including but not limited to the provision of performance bonds.

C. MISCELLANEOUS PROVISIONS.

1. Actions Performable. The County and the Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.
2. 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.
3. 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.
4. 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.
5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.
6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, 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:
Williamson County Judge
Williamson County Courthouse
Georgetown, Texas 78626

Developer:
Commerce Properties, Inc.
P.O. Box 163061
Austin, Texas 78716

7. 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.
8. Assignment. This Agreement may be assigned by the Developer only with the prior written approval of the County.
9. 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.

SIGNED as of this ____ day of _____, 2001.

WILLIAMSON COUNTY

BY: _____
JOHN DOERFLER, County Judge

COMMERCE PROPERTIES, INC.

By: _____

STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

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

Notary Public, State of Texas

STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2001, by Tim Timmerman as President of Commerce Properties, Inc..

Notary Public, State of Texas

AGENDA ITEM 37

Discuss and take any appropriate action on jail/courthouse annex expansion.

Jim Broaddus of Broaddus & Associates gave an update on the jail/courthouse annex expansion project.

No action was taken on this agenda item.

< Attachment >

PROJECT BUDGET for DESIGN

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PROJECT NO.:	DATE:	2/12/01
STAGE & PROJECT NAME: Criminal Justice Center Expansion	PROJECT A/E: Durrant	
Owner: Williamson County	DESIGN-BUILD CONTRACTOR: Landmark Organization	
	PROJECT MANAGER: Gilbert Gallegos	

PROJECT BUDGET As of:

	Courthouse	Jail	REMARKS:
1. Construction Cost	2/12/01	2/12/01	a. Refer to below for itemized breakdown
2. Construction Cost Escalation	\$8,200,000	\$27,500,000	
3. Subtotal (CCL)	\$8,200,000	\$27,500,000	
4. Special Cash Allowances	incl.	incl.	
5. Construction Contingency	\$400,000	\$300,000	
6. Subtotal Contract Award	\$8,600,000	\$27,800,000	
7. Bid Contingency (5% of line 6)	\$350,000	\$0	
8. A/E Fees (Plus CM for Courthouse)	\$650,000	incl. in 6. above	
9. Movable Furnishings, Contractor Managed	\$0	\$0	
10. Movable Furnishings, Owner Managed	\$1,500,000	\$500,000	
11. Other Work, Testing	\$75,000 a.	\$100,000 a.	
12. Other Work, Owner Managed	\$150,000 a.	\$75,000 a.	
13. Miscellaneous Expenses	\$250,000 a.	\$450,000 a.	
14. Project Contingency	\$225,000	\$275,000	
15. Subtotal	\$11,800,000	\$29,200,000	
16. Other Project Costs	\$0	\$0	
17. TOTAL PROJECT COSTS	\$11,800,000	\$29,200,000	
18. Cost Per Gross Square Foot			
a. Construction (Line 6)	\$106.77	#DIV/0!	
b. TPC (Line 17)	\$146.50	#DIV/0!	
19. Thermal Energy Available (Yes/No)	Yes	Yes	
20. Solar Structures Act Applies (Yes/No-new GSF in proj.)	Yes	Yes	
21. TPC Fund Sources & Amounts	Certificate of Obligations		

22. PROJECT SCOPE

- a. New/Addition ASF
- b. New/Addition GSF
- c. Renovated ASF
- d. Renovated GSF

GUIDELINES FOR USE:

- 1. Construction Cost - Buildings w/fixed equipment, sitework, infrastructure, thermal energy
- 4. Special Cash Allowances - Fees, permits, allowances, novated proprietary work (EMS)
- 8. A/E Fees - Basic fee, additional services, as-builts, contingency
- 11. Other Work, OFPC Managed - Materials testing, TAB, other contracts
- 12. Other Work, Institution Managed - Equipment, systems, make-ready, other contracts
- 13. Miscellaneous Expenses - Surveys, soils tests, ads, printing, partnering, contingency