



Legislation Text

File #: 2017-4492, **Version:** 1

Consider a resolution authorizing the Mayor to execute a Development Agreement with United Parcel Service regarding the construction of certain roadway and waterline improvements servicing the Roundville Lane Development.

For the purposes of the Development Agreement between the CORR and UPS, the "Road Project" shall be comprised of both the "UPS Road Project" and the "Roundville Lane Project". The "UPS Road Project" shall be the (i) new construction of approximately eight hundred and twenty (820) linear feet of Roundville Lane, as depicted in Exhibit "B", attached hereto, which consists of the construction of a thirty-six (36) foot (measured face-of-curb to face-of-curb), three lane concrete roadway from existing Roundville Lane to the access road of SH 45, (ii) the design and construction of two (2) right turn deceleration lanes ("Deceleration Lanes") along northbound A.W. Grimes Blvd. at Roundville Lane and along the eastbound SH 45 frontage road at the proposed Roundville Lane intersection, (iii) a traffic signal, as described in Section 6.C., below, (iv) the design and construction of a waterline within Roundville Lane, as described in Section 6.D. and 6.E., (v) the design and construction of a wastewater line as described in Section 6.F, and (vi) stormwater mitigation as described in Section 6.G, all as shown on Exhibit "B".

The "Roundville Lane Project" shall be the (i) re-construction of approximately two thousand (2,000) linear feet of the existing Roundville Lane, including stormwater mitigation, which is shown in red on Exhibit "B", (ii) the design and construction of a waterline within Roundville Lane, as described in Section 6.D. and 6.E., and (iii) the design and construction of a wastewater line as described in Section 6.F.

Points of Interest:

City Participation-

A. The City shall be wholly responsible for the design and construction of the Roundville Lane Project and the UPS Road Project.

B. City shall (i) design and engineer the UPS Road Project and Roundville Lane Project on or before November 30, 2017 (ii) acquire necessary land not currently owned by UPS and right-of-way on or before December 31, 2017 (iii) commence construction of the Road Project by December 31, 2017, and (iv) substantially complete construction by September 30, 2018.

UPS Participation-

A. UPS agrees to (i) convey to the City certain right-of-way by special warranty deed (in the form annexed hereto as Exhibit "D") consisting of approximately 1.1003 acres of land as shaded in red on Exhibit "E" annexed hereto, and (ii) (a) reimburse the City for the cost of certain right-of-way as shaded in orange and labeled "INSET "A" PARCEL #1" on Exhibit "F", as well as the area labeled "INSET "B" PARCEL #2" as shaded in orange on Exhibit "G".

B. UPS agrees to be solely responsible for 100% of the UPS Road Project Costs, including design and construction costs, but only to the extent of the outline costs set forth in Exhibit I that are chargeable to UPS as UPS Road Project Costs.

- C. UPS will be responsible for paying a 20.3% pro rata share of a traffic signal at the intersection of A.W. Grimes Blvd. and Roundville Lane, up to and no more than \$60,900.00
- D. UPS will be responsible for 100% of the costs for a waterline down the Roundville Lane ROW to the edge of the UPS property line.
- E. UPS at its sole option, may elect to construct an additional waterline for added capacity. UPS will be responsible for 100% of all design and construction costs associated with the additional waterline.
- F. Concurrent with the other work, the City will install a wastewater line down a portion of Roundville Lane as shown in Exhibit B. UPS has agreed to contribute to the cost of the wastewater line installation in the amount of \$83,000.00, which does not include costs associated with connecting to CORR infrastructure.

Total estimated costs are:

Construction Estimate-\$3.8 Million

Design - \$578,763.25 (including most recent Supplemental#2, which adds the WW/WL to the project)

--Road - \$2.7 Million

--WW/WL - \$1.1 Million

The Transportation, Utilities, and Development Services all recommend entering into this Development Agreement.