

AGENDA ITEM 23

Consider approving interlocal agreement with TxDOT pertaining to Loop 1 right of way and utilities.

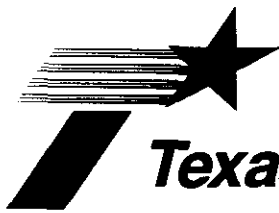
This item was removed from the agenda.

AGENDA ITEM 24

Consider approving funding agreement with TxDOT for project at FM 619 at Brushy Creek Relief Bridge.

This item will be added to the agenda on December 19, 2000.

< Attachment >



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

November 29, 2000

Agreement to Contribute Funds

Account No. 8014-2-17
CSJ 0986-01-032
Williamson County
F.M. 619: At Brushy Creek Relief Bridge

Hon. John Doerfler
County Judge of Williamson County
710 Main Street, Suite 210
Georgetown, Texas 78626

Dear Judge McLean:

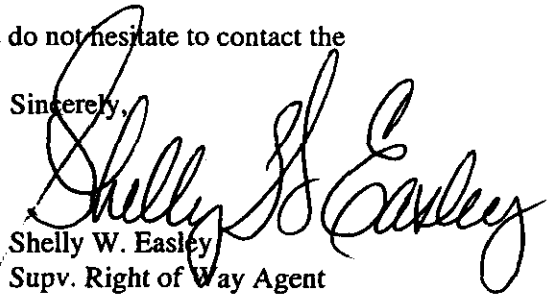
We would like to address the acquisition procedure for the improvement to FM 619 within the above project limits which will begin in the near future. When the County enters into the attached Agreement to Contribute Funds (County Form), the County will be required to contribute 10% of the estimated cost of eligible right of way and utility adjustments. The State, solely at our cost, will secure appraisals and acquire the needed right of way and will also cause the relocation of conflicting utility facilities. The initial contribution is based upon current estimates made by this office of these costs.

If, as the project progresses, it is found that this amount is insufficient to cover the County's obligation, then upon request, the County will need to supplement this amount as requested by the State. In the event any additional amount is paid, any overage will be returned at the close of the project. It has been determined that the County's estimated share of the right of way and eligible utility adjustments needed for this project totals \$13,400.00.

Attached are the original and three copies of the Agreement to Contribute Funds (City Form) for your execution at the next Commissioners Court Meeting. It will be necessary that a certified copy of the minutes of the meeting accepting the Agreement accompany the executed Agreement, along with a check in the above referenced amount to cover the County's 10% share.

If additional information is needed concerning this matter, please do not hesitate to contact the undersigned at (512)832-7237.

Sincerely,


Shelly W. Easley
Supv. Right of Way Agent

SE
Attachments

Agreement to Contribute Funds

(County Form)

THE STATE OF TEXAS

COUNTY OF Travis

Contract No. _____

County WilliamsonFederal Project No. NACSJ No. 0986-01-032ROW Account No. 8014-2-17

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Williamson County, Texas, acting by and through its duly authorized officials under Commissioners Court Order dated the _____ day of _____ 19____, hereinafter called the County, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has previously requested the County to enter into a contractual agreement and acquire right of way for a highway project on Highway No. FM 619 with the following project limits:

~~From~~ At Brushy Creek Relief Bridge

~~To~~ _____; and

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said right of way for the proper development and construction of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the County shall contribute to the State an amount equal to ten (10) percent of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the County, a warrant or check payable to the Texas Department of Transportation in the amount of Thirteen-thousand-four-hundred Dollars (\$ 13,400.00), which represents ten (10) percent of the estimated cost of the right of way. However, if it is found that this amount is insufficient to pay the County's obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as is requested by the State. Upon completion of the highway project and in the event the total amount as paid by the County is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the County by the State. Cost of the right of way acquired by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

Williamson

County, Texas

EXECUTION RECOMMENDED:

By: _____

County Judge

By: _____

Commissioner, Precinct Number 1

By: _____

Commissioner, Precinct Number 2

By: _____

Commissioner, Precinct Number 3

By: _____

Commissioner, Precinct Number 4

For District Engineer

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order _____.

By: _____

Director of Right of Way

Date: _____

Agreement to Contribute Funds

(County Form)

THE STATE OF TEXAS

COUNTY OF Travis

Contract No. _____

County WilliamsonFederal Project No. NACSJ No. 0986-01-032ROW Account No. 8014-2-17

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Williamson County, Texas, acting by and through its duly authorized officials under Commissioners Court Order dated the _____ day of _____ 19_____, hereinafter called the County, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has previously requested the County to enter into a contractual agreement and acquire right of way for a highway project on Highway No. FM 619 with the following project limits:

~~From~~ At Brushy Creek Relief Bridge
~~To~~ _____; and

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said right of way for the proper development and construction of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the County shall contribute to the State an amount equal to ten (10) percent of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the County, a warrant or check payable to the Texas Department of Transportation in the amount of Thirteen-thousand-four-hundred Dollars (\$ 13,400.00), which represents ten (10) percent of the estimated cost of the right of way. However, if it is found that this amount is insufficient to pay the County's obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as is requested by the State. Upon completion of the highway project and in the event the total amount as paid by the County is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the County by the State. Cost of the right of way acquired by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

Williamson County, Texas

EXECUTION RECOMMENDED:

By: _____
County JudgeBy: _____
Commissioner, Precinct Number 1By: _____
Commissioner, Precinct Number 2By: _____
Commissioner, Precinct Number 3By: _____
Commissioner, Precinct Number 4

For District Engineer

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order _____.

By: _____
Director of Right of Way

Date: _____

Agreement to Contribute Funds

(County Form)

THE STATE OF TEXAS

COUNTY OF Travis

Contract No. _____

County WilliamsonFederal Project No. NACSJ No. 0986-01-032ROW Account No. 8014-2-17

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Williamson County, Texas, acting by and through its duly authorized officials under Commissioners Court Order dated the _____ day of _____ 19____, hereinafter called the County, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has previously requested the County to enter into a contractual agreement and acquire right of way for a highway project on Highway No. FM 619 with the following project limits:

~~From~~ At Brushy Creek Relief Bridge
~~To~~ _____; and

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said right of way for the proper development and construction of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the County shall contribute to the State an amount equal to ten (10) percent of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the County, a warrant or check payable to the Texas Department of Transportation in the amount of Thirteen-thousand-four-hundred Dollars (\$ 13,400.00), which represents ten (10) percent of the estimated cost of the right of way. However, if it is found that this amount is insufficient to pay the County's obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as is requested by the State. Upon completion of the highway project and in the event the total amount as paid by the County is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the County by the State. Cost of the right of way acquired by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

Williamson County, Texas

EXECUTION RECOMMENDED:

By: _____
County Judge

By: _____
Commissioner, Precinct Number 1

By: _____
Commissioner, Precinct Number 2

By: _____
Commissioner, Precinct Number 3

By: _____
Commissioner, Precinct Number 4

For District Engineer

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order _____.

By: _____
Director of Right of Way

Date: _____

Agreement to Contribute Funds
(County Form)

THE STATE OF TEXAS
COUNTY OF Travis

Contract No. _____
County Williamson
Federal Project No. NA
CSJ No. 0986-01-032
ROW Account No. 8014-2-17

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Williamson County, Texas, acting by and through its duly authorized officials under Commissioners Court Order dated the _____ day of _____, 19____, hereinafter called the County, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has previously requested the County to enter into a contractual agreement and acquire right of way for a highway project on Highway No. FM 619 with the following project limits:
~~From~~ At Brushy Creek Relief Bridge
~~To~~ _____; and

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said right of way for the proper development and construction of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the County shall contribute to the State an amount equal to ten (10) percent of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the County, a warrant or check payable to the Texas Department of Transportation in the amount of Thirteen-thousand-four-hundred Dollars (\$ 13,400.00), which represents ten (10) percent of the estimated cost of the right of way. However, if it is found that this amount is insufficient to pay the County's obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as is requested by the State. Upon completion of the highway project and in the event the total amount as paid by the County is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the County by the State. Cost of the right of way acquired by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

Williamson County, Texas

EXECUTION RECOMMENDED:

By: _____
County Judge

For District Engineer
THE STATE OF TEXAS

By: _____
Commissioner, Precinct Number 1

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order _____.

By: _____
Commissioner, Precinct Number 2

By: _____
Director of Right of Way

By: _____
Commissioner, Precinct Number 3

By: _____
Commissioner, Precinct Number 4

Date: _____

AGENDA ITEM 25

Consider approving lease agreement with Capital Excavation Co. for property at 12700 Sherbourne St. for duration of Anderson Mill Rd. Project.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve lease agreement with Capital Excavation Co. for property at 12700 Sherbourne St. for duration of Anderson Mill Rd. Project.

Vote: **5 - 0**

< Attachment >