

AGENDA ITEM 32

Discuss and take appropriate action on revised SH 45 Right of Way Funding Agreement.

Road Bond Manager Mike Weaver, Bob Day of the Texas Turnpike Authority Division of TxDOT, and attorney Charlie Crossfield addressed the court concerning the funding agreement.

Mr. Crossfield stated that he made a change to the agreement that allows the County to appeal an award approved by the State that is not approved by the County. The appeal would be filed at the County's expense. He also stated that he reworded a section on page 9 to say that if the County acquires property, it will acquire it in the County's name and then later transfer it to the State when it is warranted.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the SH 45 Right of Way Funding Agreement with changes made by Charlie Crossfield.

Vote: **4 - 0**

< Attachment >

COUNTY: Williamson and Travis
HIGHWAY: SH 45
LIMITS: From west of US 183 to Station
798+00
and
HIGHWAY: Loop 1
LIMITS: From FM 734 (Parmer Lane) to
proposed SH 45

**FUNDING AGREEMENT WITH WILLIAMSON COUNTY FOR
RIGHT-OF-WAY ACQUISITION, UTILITY ADJUSTMENT
AND OTHER PURPOSES
STATE HIGHWAY 45 AND LOOP 1**

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Turnpike Authority ("TTA"), a division of the Texas Department of Transportation ("Department"), hereinafter called the "State", and Williamson County ("the County"), collectively referred to as "the Parties," each acting by and through its duly authorized officials.

WITNESSETH

WHEREAS, the Texas Transportation Code authorizes the State to layout, construct, maintain, and operate a system of streets, roads, highways and turnpikes that comprise the State Highway System; and,

WHEREAS, TTA plans to construct State Highway 45, to be a controlled access highway from a point west of the intersection of existing US Highway 183 and the proposed SH 45, on the west, to Centerline Highway Station 798 of proposed SH 45, (near FM 685 and the proposed SH 130), and to construct Loop 1, to be a controlled access highway from FM 734 (Parmer Lane) to proposed SH 45 on the east, hereinafter called the "Project"; and,

WHEREAS, the County finds that the Project offers benefits to the citizens of Williamson County and desires to contribute funds to right-of-way acquisition, utility adjustments, and other Project Costs for the Project; and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, the State and the County agree as follows:

AGREEMENT

ARTICLE I. TIME PERIOD COVERED

This Agreement becomes effective when signed by the last Party whose signature makes the agreement fully executed, and said Agreement shall be in full force and effect until all right-of-way acquisition and utility adjustment work on the Project described herein has been completed, including rendition of final and non-appealable judgments in any litigation, or until this Agreement is terminated as hereinafter provided.

ARTICLE 2. PROJECT FUNDING

The State shall perform or cause to be performed those Project items of work which the County and the State have agreed to undertake and/or pay for as described in Attachments "A" and "B" to this Agreement, which are attached to and made a part of this Agreement. This Agreement provides funding for the cost of right-of-way acquisition for the parcels, closing costs and fees, relocation assistance, clearance of improvements, utility adjustments, and all other cost which the State deems necessary that are related to the right-of-way acquisition and utility adjustment activities for the segment of the Project ("Project Costs"), for SH 45, from west of FM 734 (Parmer Lane) to Station 798+00, and for Loop 1, from FM 734 (Parmer Lane) to proposed SH 45. ("Project Area")

ARTICLE 3. TERMINATION

- (a) Without prejudice to any other legal or equitable right or remedy that either Party would otherwise possess hereunder, or as a matter of law, the non-defaulting Party, upon giving the defaulting Party written notice, shall be entitled to terminate this Agreement in its entirety if the defaulting Party shall fail to remedy any default within twenty (20) business days after receipt of written notice by the defaulting party.
- (b) This Agreement may also be terminated by:
 - (1) mutual written agreement and consent of both Parties;
 - (2) the State, upon thirty (30) days written notice to the County, if the State determines that completion of the Project is not in the best interest of the State; or
 - (3) the County, upon thirty (30) days written notice to the State, if the State has not commenced construction of the Project within ten (10) years of the effective date of this Agreement.
- (c) If the Agreement is terminated in accordance with the above provisions, unless otherwise agreed by the Parties:
 - (1) the County will be responsible for the payment of its portion of the Project Costs incurred by the State and which are covered by this Agreement, up to the time of termination; and

- (2) the State will repay the County, any County funds the State has not expended for Project Costs in accordance with this Agreement at the time of termination.
- (d) If the Agreement is terminated and the State determines that any of the acquired parcels should be sold consistent with chapter 202, subchapter B of the Texas Transportation Code, the County will be reimbursed its pro rata share of the sales proceeds for each parcel sold.

ARTICLE 4. RIGHT OF ACCESS

If the County is the owner of any part of the Project site, the County shall permit the State or its authorized representative access to the site to perform any activities required in connection with the Project.

ARTICLE 5. RELATIONSHIP OF THE PARTIES

Each Party acknowledges to the other that (i) it is not an agent, servant, or employee of the other Party, and (ii) it is responsible for its own acts and deeds and for those of its agents, contractors, representatives or employees during the performance of the work on the Project.

ARTICLE 6. SOLE AGREEMENT

This Agreement, including any attachments, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understanding or representations, whether oral or written, respecting the subject matter of the Agreement, including, but not limited to, that Funding Agreement For Right-of-Way Acquisition and Utility Adjustment State Highway 45 dated September 26, 2001 between the TTA and Williamson County. This Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the Parties.

ARTICLE 7. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, assigns, and administrators.

ARTICLE 8. AMENDMENTS

By mutual written consent of the Parties, the scope of work and payment provisions of this Agreement may be amended prior to the expiration of this contract. No amendment to this Agreement shall be effective and binding until it is reduced to writing and signed by duly authorized representatives of both Parties.

ARTICLE 9. CONDUCT OF WORK

The Parties have agreed to follow certain procedures in acquisition of right-of-way, relocation assistance, right-of-way clearance, utility adjustment process, and other work deemed necessary by the State for this Project that are set forth in Attachments "A" and "B" to this Agreement. Unless otherwise specifically stated in Attachments "A" or "B" to this Agreement, the State shall provide, or contract to provide, such mapping, appraisal, negotiation, relocation assistance, condemnation, engineering inspection and testing

services, demolition and disposal of improvements, and any other work or service as may be required to pursue the acquisition of all necessary right-of-way, the completion of utility adjustments in accordance with the approved plans and specifications, and other work deemed necessary by the State. The County shall provide reasonable assistance to the State upon request.

ARTICLE 10. INCREASED COSTS

In the event it is determined that the funding provided by the County will be insufficient to cover the County's share of the cost of right of way acquisition and utility adjustment work required for the Project, the County will make available to the State the additional funding necessary to cover the anticipated additional cost, subject to the terms of Attachment A. The State shall send the County a written notification stating the amount of additional funding needed and the reasons for needed additional funds. The County shall make the funds available to the State within 60 days of written notification, subject to the terms of Attachment A, or unless otherwise agreed to by all parties to this Agreement.

ARTICLE 11. SIGNATORY WARRANTY

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the Party represented.

ARTICLE 12. VENUE

Any and all legal action related directly or indirectly to this Agreement must be filed in Travis County, Texas.

ARTICLE 13. LEGAL CONSTRUCTION

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

ARTICLE 14. OWNERSHIP OF DOCUMENTS

Upon the completion or termination of this Agreement, all documents prepared by the State or its agents or contractors shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. After completion of the Project, the County may request copies of all Project right-of-way files relating to right-of-way, within the Project Area.

ARTICLE 15. COMPLIANCE WITH LAWS

The Parties shall comply with all Federal and State laws, statutes, rules and regulations affecting the performance of this Agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

ARTICLE 16. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, and when both Parties have signed this Agreement, each counterpart shall be deemed an original as if the Parties had signed one and the same instrument.

ARTICLE 17. NOTICES

Where the parties are required to provide written notice, such notice shall be deemed given when either (i) hand-delivered or (ii) deposited in the U.S. mail, first class, postage pre-paid, provided a copy is also sent via facsimile on the same day as the mailing. Such written communication shall be sent or delivered to the address and fax numbers shown below.

IN WITNESS WHEREOF, THE STATE AND THE COUNTY have executed this Agreement to effectuate its purpose.

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission 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.

By: _____ Date: _____
Phillip E. Russell, P.E.
Director, Texas Turnpike Authority Division of the
Texas Department of Transportation

WILLIAMSON COUNTY

By: John C. Doerfler Date: 7-23-02
John C. Doerfler
County Judge

Approval for the execution of this Agreement by the County Judge of Williamson County was provided by resolution of the Commissioners' Court of Williamson County on _____, 2002.

For the purpose of this Agreement, the address and fax number of record for each Party is as follows:

For the County:
Williamson County
2nd Floor, Courthouse
710 Main Street
Georgetown, Texas 78626
Attn: John C. Doerfler, County Judge
Fax: 512-943-1662

For the Texas Turnpike Authority Division of the Texas Department of Transportation:
Texas Turnpike Authority
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
Attn: Director
Fax: 512-305-9518

ATTACHMENT "A"

**Work Responsibilities
And
Payment Provisions**

A. Work Responsibilities

1. Right-of-way Acquisition, Relocation Assistance and Clearance of Improvements

The State shall prepare right-of-way maps, property descriptions, abstract and preliminary title information, and other data as needed to properly describe the right-of-way for the Project. The State shall be solely responsible for the selection of the title companies and appraisers. Except as set forth in Attachment B hereto, the State shall be responsible for acquiring right-of-way for the Project and will pay for the personnel and services necessary to acquire, either through purchase or condemnation, the right-of-way and to administer relocation assistance and the clearance and disposition of improvements from the right-of-way. All applicable Federal and State laws governing the acquisition policies for acquiring real property will be followed.

2. Utility Adjustments/Relocations

The proposed construction of the Project will require the adjustment, removal or relocation of utility facilities (including, without limitation, equipment and facilities used directly or indirectly in the provision of water, wastewater, gas, electric, telephone, internet, cable, voice, video or data transmission services). The State shall identify the necessary utility work and shall coordinate with the affected utility companies to design and schedule their adjustments. The State or the appropriate utility companies shall be responsible for all of the work associated with the removal or relocation of such utility facilities, which work shall be in accordance with applicable State law, regulations, policies and procedures.

3. Environmental Remediation

- a. The State has prepared the appropriate environmental documentation and has secured environmental clearance for the Project.
- b. All the costs associated with the remediation of any environmental adverse impacts on County owned property or clearly caused by the County on Parcels acquired within the Project Area, such remediation required to be taken by State or Federal environmental laws and regulations, shall be the responsibility of the County, not the State.

4. The State will undertake all reasonable legal actions to recover the costs associated with the remediation of any environmental adverse impacts caused by the property owner or other responsible party on Parcels acquired within project area. If, after having undertaken all reasonable legal actions to recover such costs from the property owner or other responsible party, the State is unable to recover such costs, the State and County shall each be responsible for 50% of the cost of such remediation.

5. Other Work

The State will undertake all other work which the State deems necessary for any purpose to forward the right-of-way acquisition or utility adjustment activities of the Project.

B. Payment Provision and Time of Performance

As to that portion of the right-of-way acquisition, utility adjustments and other work required for the Project that is situated within the project area, the State may use the funds transferred by the County for funding only the cost of the following in accordance with this Agreement and which are hereinafter called "Project Costs":

1. the amount of just compensation determined for each parcel of right-of-way and the remainder damages, if any associated with such parcel, including all amounts due in any final judgment;
2. the unrecovered remediation costs identified in Article A.3.b and A.4 herein;
3. closing costs and fees;
4. relocation assistance costs for any owner or occupant eligible for relocation assistance, including all amounts due in any final judgment;
5. clearance and disposition of improvements from the right of way, including all amounts due in any final judgment;
6. utility adjustments and relocations, including all amounts due in any final judgment; and
7. all other right of way acquisition or utility adjustment activity costs deemed necessary by the State for any purpose to forward the Project.

The County acknowledges that it is responsible for and shall fund 100% of the SH 45 Project Costs and 50% of the Loop 1 Project Costs for the Project, as defined in this Agreement. The funding procedures for Project Costs are set forth below and in Attachment "B" hereto.

C. Funding Provisions

1. Funding Schedule, Additional Funding, and Accounting of Funds
 - a. The County's responsibility for the Project Costs is estimated to be \$125,000,000.00. The County shall set aside such sum for the purpose of funding the Project and shall not use these funds for any other purpose. The County shall transfer to the State such amount in installments of \$20,000,000.00 each, with the last installment being \$25,000,000.00. The State acknowledges the receipt of the first installment of \$20,000,000.00. As the balance of the first installment is depleted and the State determines that additional sums are required to continue acquisition of right-of-way or utility adjustments, the state shall notify the County in writing of the need for the

transfer to the State additional installments. Within thirty (30) days of receipt of such written notice, the County shall transfer to the State's TTA trustee account the amount of installment, as appropriate, which funds shall be subject to the same conditions and obligations as set forth herein. The State may utilize these funds to pay the County's share of the Project Costs. In the event the total amount transferred by the County is not used, the excess amount will be returned to the County. If the funding provided by the County will be insufficient to cover the Project Costs for that portion of the Project, the State will provide a written notice to the County of the additional funding needed to cover the unanticipated additional costs. The County will make such amount available within sixty (60) days from receipt of such written notification. Within 180 days of completion of all right-of-way acquisition, and utility adjustments for the Project, which completion shall include rendition of final and non-appealable judgments in any litigation, the State will provide the County with a final accounting of the County's portion of such costs.

- b. In the event construction of the Project has not commenced within ten (10) years of date of the effective date of this Agreement, the parties will enter into negotiations regarding reimbursement, if any, of funds previously transferred to the State by the County under the terms of the Agreement.

2. Transfer of Right of Way and Commencement of Construction

As set forth in Attachment "B" hereto, Project right-of-way west acquired by the County, acquired in the name of the County, except those parcels acquired by condemnation through the Office of the Attorney General. All other Project right-of-way east of I-35 will be acquired in the name of the State. The County shall transfer to the State any and all right-of-way acquired in the County's name prior to commencement of construction of the Project. If the State does not commence construction of the Project within two (2) years after all of the Project right-of-way is acquired and all utilities are adjusted, consistent with chapter 202, subchapter B of the Texas Transportation Code the State will transfer to the County the right-of-way acquired in the name of the State, all of which the County may utilize for county road purposes; provided however, that such two year period shall be extended by the number of days of delay, if any, caused by the failure of the County to fulfill its obligations under this Agreement in a timely manner. "Commenced" for purposes of this section shall mean that construction bids for the Project have been awarded. In the event the ability of the State to award bid(s) for the Project is halted by some extraordinary event beyond the control of the State, then this two-year deadline shall be extended in time to equal the amount of time required to resolve the impediment to bid.

ATTACHMENT "B"

Right of Way Acquisition and Related Procedures

This Attachment "B" is part of the Funding Agreement with the County for Right-of-Way Acquisition, Utility Adjustment and Other Purposes SH 45 and Loop 1 (the "Agreement"). The purpose of this Attachment is to set forth certain procedures that the Parties will follow in connection with the various activities associated with the acquisition of right-of-way, relocation assistance, clearance of improvements from the right-of-way, the adjustment of utilities, and other work deemed necessary by the State. The Agreement, of which this Attachment "B" is a part, covers those right-of-way parcels (hereinafter the "Parcels") within the required section of SH 45 from a point west of the intersection of existing US 183 and proposed SH 45 on the west, to Centerline Station No. 798 of proposed SH 45 (near FM 685 and the proposed SH 130), and for Loop 1 from FM 734 (Parmer Lane) to proposed SH 45 on the east, (hereinafter, the "Project").

Due to the changing circumstances that arise in the acquisition process, the State and the County both recognize and acknowledge that it is in their mutual best interest to retain flexibility in the procedures to be followed and in the terms set forth in this Attachment "B." Accordingly, when the Parties mutually agree to modify any of the procedural terms or provisions set forth in this Attachment, they may do so without the necessity of a formal approval by either of the Parties' governing bodies, and they may effectuate such modifications by a letter amendment signed by the Williamson County Judge or his designee and by an authorized representative of the State, which modification shall have legally binding effect; provided however, such modifications shall not change the substance of either the existing Commission Minute Orders or any order or resolution of the Williamson County Commissioners Court without such modifications first being approved by the appropriate entities.

Based upon the consideration and mutual covenants and agreements set forth in the Agreement, the Parties agree to the following procedures:

1. The Parcels subject to this Agreement are identified in the list attached hereto as Exhibit "1." It is possible that the properties identified in Exhibit "1" may be changed, be deleted, or new properties added for various reasons. If any such change occurs, the State will amend the lists and promptly send the amended list to the County in compliance with Article 17 of the Agreement.
2. The State will provide and pay for the personnel to prepare right of way mapping, appraise the Parcels, review such appraisals, negotiate purchases, and handle relocation assistance on all of the Parcels. The State has previously contracted with outside service providers who have begun the appraisal process, have contacted owners of, and are prepared to continue performing acquisition functions. The State will conduct all negotiations and activities according to applicable State and Federal statutes, rules and regulations, including but not limited to the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended.

3. All Parcels will be purchased and/or condemned in the name of the State, unless acquired by the County to be subsequently transferred to the State.
4. With regard to Parcels that cannot be acquired through negotiations and purchase, but will require the initiation of condemnation proceedings, such condemnation proceedings will be handled by the Office of the Attorney General ("OAG") or its designee.
5. With regard to appraisals to be made the basis of offers, the State will submit such appraisals to the State's review appraisers. The State shall submit such appraisals to the County's council or other designee at the same time that they are submitted to the review appraisers, and any review and comments shall be conducted within ten business days of receipt of a copy of the appraisal. Final approval of all appraisals shall be within the sole discretion of the State.
6. Once an appraisal has been reviewed and approved by the State, an offer will be made to the owner based upon the approved appraisal.
7. Where persons will be displaced as a result of the acquisition process, the State will prepare a relocation assistance supplement to be tendered to the displacee at the same time that the offer is tendered to the owner of the Parcel. However, the County shall have the opportunity to review and a ten day comment period. Final approval of all relocation assistance supplements shall be within the sole discretion of the State.
8. If the owner of a Parcel accepts the offer, the County's share of the costs to close the purchase will be paid from funds transferred by the County to the State.
9. As to relocation assistance, when payment of relocation assistance is ready for funding, the County's share of the relocation assistance to the displacee will be paid from funds transferred by the County to the State.
10. If the owner rejects the offer to purchase, the owner will have the opportunity to seek an administrative settlement. A representative of Williamson County may be a member of the TTA's administrative settlement team and will have the opportunity to participate in the review of administrative settlement requests from owners. If the administrative settlement process results in a settlement with the owner, the State will thereafter close the settlement with the owner. The County's share of the purchase price will be paid from the funds transferred by the County to the State. Final approval or rejection of any administrative settlement offers will be within the sole discretion of the State.
11. If the administrative settlement process does not result in a negotiated settlement, then the matter shall proceed to condemnation, which will be handled by the OAG. The OAG shall provide a copy of all pleadings in each condemnation proceeding for which the County shall be responsible for funding to Williamson County's counsel at the time that it sends copies of such pleadings to the State (TTA). With regard to

condemnation proceedings in such cases, counsel for Williamson County may consult with the OAG in the prosecution of cases, but shall not appear on any of the pleadings.

12. After a Commissioners Hearing and the filing of a Commissioners' Award on a Parcel within the Project Area, the State shall deposit the Award, including the County's share of the Award, into the registry of the court. The State shall deliver a copy of the award to Williamson County's counsel or other designated representative.
13. The State will pay the costs and legal fees associated with all condemnation cases of Parcels through the Commissioners' Hearing stage.
14. After the Commissioners' Hearing, the OAG will prepare a recommendation either to appeal or accept the Commissioners' Award. A copy of this recommendation shall be delivered to Williamson County's counsel or the designated representative. The County shall have the opportunity for comment and input into appeals. If the State in its sole discretion desires to appeal the Commissioners' Award, the State shall fund all of the administrative costs of the condemnation proceedings through settlement or trial. Costs of litigation shall include costs incurred in the event of a dismissal due to a ruling against the State on right-to-take, good faith negotiation, or related issues. The manner in which litigation is conducted under this agreement shall be within the sole discretion of the OAG. The County shall pay the judgment. If the County chooses to appeal, all appeal costs shall be burdened by the County
15. Prior to trial, if the court orders mediation in any case, the State shall pay all administrative costs of mediation. The County shall have the opportunity for comment and input into mediation. A Williamson County representative may attend the mediation. The amount the OAG will be authorized to mediate a case shall be in the sole discretion of the State.
16. If a condemnation case involving a Parcel proceeds to trial and a verdict is rendered and judgment entered, then the OAG will prepare a recommendation whether an appeal of the judgment is advisable. A copy of this recommendation shall be provided to Williamson County's Counsel or the designated representatives. The County shall have the opportunity for comment and input into appeals. If the State desires to appeal, the State will bear the expense of the appeal. If an appeal by either the State or the owner results in a remand for new trial, the costs of a new trial will be born by the State. In the event a motion for new trial is granted at the trial level to the State or the owner, the costs of a new trial will be born by the State.
17. If, after a judgment becomes final and all appeals are exhausted, an amount is owing to the owner, then the State will pay the County's share of the judgment from the funds transferred to the State by the County.
18. The State shall undertake to clear and dispose of improvements on Parcels, with costs to be shared as set forth in Attachment "A."

19. The State will be responsible for utility relocation, either by contracting to have the work done or by arranging for the utility to accomplish relocation of its own facilities. In either event, for purposes of funding utility adjustments, at the time the State is billed for utility adjustment work for any portion of the Project within the unincorporated area of the County, the State will pay the County's share of such bill from the funds transferred to the State by the County.

PROPOSED SH45/LP1
WILLIAMSON COUNTY FUNDING AGREEMENT
EXHIBIT I

PARCEL NO.	AREA TO BE ACQUIRED (AC.)	PARCEL NO.	AREA TO BE ACQUIRED (AC.)
31* (LP1)	37.81	113	0.74
45 (LP1)	0.52	114	0.04
70 (LP1)	32.50	115 PT1	0.11
70	34.31	115 PT2	0.01
71	6.03	116	0.38
72	12.39	117	3.82
73	8.90	118	3.84
74 *	5.77	119	0.01
75	0.02	120 PT1	0.01
76 *	0.02	120 PT2	0.04
77	0.01	121	0.42
79	0.01	122	0.14
80	6.76	123	0.01
81	0.06	140 PT1	0.07
83	1.24	140 PT2	0.19
84 *	1.33	141	2.34
85 *	0.37	142	1.61
86	0.38	143	1.66
87 PT1	0.76	144	1.21
87 PT2	0.09	145	0.40
92	1.32	146	1.55
95	0.17	147	0.01
95CE	0.26	148 PT1	0.88
96	0.29	148 PT2	0.21
97PT1	0.21	149	0.04
97 PT2	0.05	150	0.04
98	3.36		
100	0.25		
101	0.07		
102	0.15		
104 PT1 *	5.14		
104 PT2	0.08		
107	0.02		
108	0.19		
109	0.03		
110A *	0.77		
110B	0.67		

Note: All parcels presented are for SH 45 unless otherwise shown.

* Constitutes a portion of the total parcel to be acquired.

Area shown is amount located only in Williamson County.

** PARCEL LIST AND AREA TO BE ACQUIRED IS APPROXIMATE AND SUBJECT TO CHANGE

Part 1 of 3

PARCEL NO.	AREA TO BE ACQUIRED (AC.)	PARCEL NO.	AREA TO BE ACQUIRED (AC.)
112	1.16	414 MS	1.01
151 PT1	0.39	415	6.63
151 PT2	1.88	415M	11.19
152	0.34	416	0.08
153	3.76	417	0.06
154	0.05	418	0.01
155	1.38	419	0.03
156	0.03	420	0.03
200	1.13	421	0.02
201	2.37	422	6.44
202	1.13	422M	18.12
203	1.18	423	10.56
204	1.84	423M	1.30
205	1.93	425A	49.78
206	7.25	425B	0.41
206DE	1.19	425CE1	0.90
207	0.01	425CE2	0.11
208	2.43	425M	32.61
209	0.15	426M	40.25
210	0.31	427M	48.47
211	3.92	428	0.19
212	1.74	429DE	0.04
213 *	4.89	TRACT1	0.19
214	0.55	TRACT2	0.05
215 *	0.83		
215CE *	0.5		
220	0.86		
220CE *	0.5		
411	0.97		
New Parcel CE	0.11		
411CE	0.28		
412 PT1	3.46		
412 PT2	0.01		
413	0.12		
414	99.60		
414DE1	0.28		
414DE2	0.39		
414M	8.69		

Note: All parcels presented are for SH 45 unless otherwise shown.

* Constitutes a portion of the total parcel to be acquired.
Area shown is amount located only in Williamson County.

** PARCEL LIST AND AREA TO BE ACQUIRED IS APPROXIMATE AND SUBJECT TO CHANGE

Part 2 of 3

PARCEL NO.	** AREA TO BE ACQUIRED (AC.)	PARCEL NO.	** AREA TO BE ACQUIRED (AC.)
New Parcel CE	0.27		
New Parcel CE	0.03		
New Parcel DE	0.26		
218	0.01		
216	1.56		
217	3.45		
198	0.01		
195	0.01		
195DE	0.04		
196DE	0.10		
196CE	0.06		
197DE	0.02		
197CE	0.03		
191CE	0.02		
192CE	0.03		
193CE	0.02		
194CE	0.03		
207CE	0.04		
230	0.01		

Note: All parcels presented are for SH 45 unless otherwise shown. Loop 1
Parcels are 50% funded by TxDOT
And 50% by Williamson County
* Constitutes a portion of the total parcel to be acquired. Area shown is amount located only in Williamson County.

** PARCEL LIST AND AREA TO BE ACQUIRED
IS APPROXIMATE AND SUBJECT TO CHANGE

Part 3 of 3

TOTAL ACQUIRED 574.18
:

PRELIMINARY AS OF 7/9/02

1. ROW Action Item: Admin Plan for Acquisition of SH 45 and Loop 1 Funding Agreement 2002-07-23 WMA's SH 45 Loop 1 and SH 45 and Loop 1

AGENDA ITEM 33**Discuss and take appropriate action on jail/courthouse annex expansion.**

Ed Lee of Broaddus & Associates gave an update on the jail/courthouse annex expansion project. He reported that they are working weekends to get back on the original schedule due to rain. He reported that Curtis Klein, the new president of Landmark, attended the weekly project meeting yesterday. The security drawings for the jail should have been finalized and should be approved by the Sheriff this week. The final review drawings of the courts building should be released to Landmark and Broaddus & Associates today. Final comments will be addressed at a meeting on August 1, 2002. Additional services issues with Delgado-Durrant have been resolved, and there will be no charge to the County for approximately \$47,000 in additional services.

No action was taken on this agenda item.

AGENDA ITEM 34**Discuss and take appropriate action on road bond program.**

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve a resolution regarding Williamson County's role in US 79 improvements.

Vote: **4 - 0**

< Attachment >