

AGENDA ITEM 31

Discuss and take appropriate action on draft of HUD Consolidated Plan.

This item was removed from the agenda.

AGENDA ITEM 32

Consider approving Change Order #5 for Justice of the Peace Pct. #4 building.

Brad Thigpin, the project architect for the JP Pct. #4 building, addressed the Court.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Curlee**

Motion: To approve Change Order #5 for modifications to the bench in the courtroom of the Justice of the Peace Pct. #4 at a cost of \$1776.00, to be taken from fund 0100-0409-005000.

Vote: **3 – 0**

< Attachment >

CHANGE ORDER #5**RGD Builders, Inc.**

Date: April 12, 2004

2400 West Braker Lane, Suite G

Justice of the Peace, Precinct Four

Austin, Texas 78758

211 West 6th Street

(512) 339-1588 Voice, (512) 339-6439 Fax

Taylor, Texas 76574

*Justice of the Peace, Precinct Four***CHANGE ORDER NO: Five****RGD Builders Project No: 0303****You are directed to make the following changes in this Contract:****MODIFY JUDGES BENCH:**

1. Change Desk Height to 30-inches AFF- Top Drawer Mill to Remove Desk, Return to Shop, Disassemble, Modify and Reinstall	\$ 625.00
2. Remove Finished Panelling and Wood Cap, Remove One Course of Concrete Filled Masonry Wall, Provide New New wood Blocking, Install Panelling and Wood Cap (P.M. Bryant Const.- Labor Only)	540.00
3. Additional Material for Wood Panelling and Woodwork	100.00
4. Staining and Painting (Flores Painting & Drywall)	350.00
SUBTOTAL	1,615.00
PROFIT, OVERHEAD AND SUPERVISION- 10%	161.15
TOTAL	\$ 1,776.15

THE ORIGINAL CONTRACT SUM WAS	\$ 482,181.00
NET CHANGE BY PREVIOUS CHANGE ORDERS	
THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER WAS	
THE CONTRACT SUM WILL BE INCREASED BY THIS CHANGE ORDER	1,776.00
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE	
THE CONTRACT WILL BE EXTENDED BY FOURTEEN (14) CALENDAR DAYS AFTER ACCEPTANCE	

BY:

Williams County

by Comm. David Hays, presiding

DATE

4/20/04

100-409-5000

BY:

Robert Daugherty

RGD Builders, Inc.

DATE:

4/14/04

AGENDA ITEM 33

Consider approving agreement to contribute funds to TxDOT for SH 95 at Hill Branch. (Pct. #4)

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve agreement to contribute 10% of the project cost (an estimated \$1400.00 in funds) to TxDOT for SH 95 at Hill Branch to be taken from the Road Construction and Maintenance fund.

Vote: 3 – 0

< Attachment >



Form ROW-RM-129
Replaces Form ROW-RM-129 and ROW-RM-130
Rev. 3/2004
GSD-EPC
Page 1 of 2

AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Williamson
District: Austin

Federal Project No: N/A
Highway: SH 95

ROW CSJ No: 0320-03-081

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 pursuant to an Ordinance or Order dated the 20th day of April, 2004, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way for a highway project on Highway No. SH 95 with the following project limits:
From: At Hill Branch

To: ; and

WHEREAS, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way for the proper improvement of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to ten percent (10%) 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 **Local Government**, a warrant or check payable to the Texas Department of Transportation in the amount of One-thousand-four-hundred and no/100 Dollars (\$ 1,400.00), which represents ten percent (10%) of Fourteen-thousand and no/100 Dollars (\$ 14,000.00), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including but not limited to those concerning outdoor advertising, are more restrictive than **State** law, policy, or directive, and thereby result in any increased costs, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed **Local Government** ordinance, order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, including