

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
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GSD-EPC
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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

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but not limited to utility owners involving expenses related to the relocation, removal or adjustment of eligible utilities.

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

THE LOCAL GOVERNMENT

Williamson County
By: John C. Daehler

Title: County Judge

Date: 4-26-04

EXECUTION RECOMMENDED:

Robert P. Daehler
For: District Engineer, Austin District

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: John P. Campbell
John P. Campbell, P.E.
Right of Way Division Director

Date: 05/26/04

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 10:52 A.M. ON TUESDAY, APRIL 20, 2004.

AGENDA ITEM 34

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken on this item in Executive Session.

Agenda Item 26 was also discussed, and no action was taken, in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 11:05 A.M. ON TUESDAY, APRIL 20, 2004.

AGENDA ITEM 35

Discuss and take appropriate action on real estate.

There was no action on this item.

AGENDA ITEM 36

Comments from commissioners.

Commissioner Curlee stated that he and his staff has been in communication with Commissioner-Elect Lisa Birkman working toward a goal of a smooth transition of power on May 3, 2004, when she is sworn-in as the Commissioner of Precinct 1.

COMMISSIONERS' COURT ADJOURNED AT 11:07 A.M. ON TUESDAY, APRIL 20, 2004.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 225 inclusive, had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 27th day of April, 2004.

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: 
Deputy Clerk