



600 WEST INTERSTATE-2 PHARR, TEXAS 78577 | 956.702.6100 | WWW.TXDOT.GOV

January 11, 2017

The Honorable Judge Ramon Garcia
100 E. Cano St. 2nd Floor
Edinburg, TX 78539

RECEIVED

JAN 17 2017

Re: Request for Additional Funding

COUNTY JUDGE

Hidalgo County
ROW CSJ 0863-01-057
Highway: FM 493
Limits: FROM: Champion St. TO: US 281

Dear Judge Garcia,

The above captioned project has been reviewed and noted that the present expenditures exceed Hidalgo County's advanced payment. In accordance with the terms of the agreement negotiated with the state, Hidalgo County placed a total of \$28,966.57 as an advance payment to cover its 1.2% share of the estimated cost associated with the purchase of the right of way.

Auditing has revealed additional funds are due to the Texas Department of Transportation. Due to the amount expended over the original cost estimate, it has been determined that an additional seven thousand one hundred ninety nine dollars and 68/100 (\$7,199.68) will be needed to complete the acquisition/utility relocation process of this project. If unforeseen additional expenditures accrue, you will be notified at a later date. Thus in accordance with the terms of the agreement negotiated with the state, we are requesting a check made payable to: The Texas Department of Transportation Trust Fund in the amount of seven thousand one hundred ninety nine dollars and 68/100 (\$7,199.68) to be forwarded to our office within thirty (30) days from the receipt of this letter to the following address: Texas Department of Transportation, Attention: Ramon Jimenez, Jr., ROW Department, 600 West Interstate 2, Pharr, Texas 78577.

Should you have any questions or require additional information concerning this matter, please do not hesitate to contact Ramon Jimenez, Jr. at (956)702-6287.

Sincerely,



Hector Gonzalez, Jr., P.E.
Pharr District - Deputy District Engineer

Cc; Toribio Garza, Jr., P.E., Pharr District Engineer
Ramon Jimenez, Jr., ROW Lead Agent

Enclosures: Agreement to contribute funds-Local Governments

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



Form ROW-RM-37

Replaces Form ROW-RM-37 and ROW-RM-38

(Rev. 4/2006)

GSD-EPC

Page 1 of 5

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo
District: Pharr

Federal Project No:
Highway: FM 493

ROW CSJ No: 0863-01-057
CCSJ: 0863-01-047

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and **Hidalgo County, Texas**, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the 13th day of September, 2010, 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** has deemed it necessary to make certain highway improvements on Highway No. FM 493 from Champion Street to US 281, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, this project includes the acquisition of right of way which falls within the jurisdictions of the **Local Government**; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated **August 2, 2010** from Mario R. Jorge, P. E., Pharr District Engineer to **Rene Ramirez, Hidalgo County Judge**, by virtue of Minute Order No. **112018** approving a Eighty Eight percent (88%) adjustment to the required Ten percent (10%) **Local Government**, cost participation for this Ninety percent (90%) **State** and Ten percent (10%) **Local Government** project, thereby resulting in a **Local Government** net contribution amount of one point two percent (1.2%) participation and **State** participation of Ninety Eight point Eight percent (98.8%);

WHEREAS, The **State** will directly reimburse the **Local Government** for the acquisition of the project parcels which fall within the **Local Government**

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **Local Government**, without cost to the **State**, will do the necessary preliminary engineering and title investigation to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local**

Government that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will notify the **State** immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel involved. The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the **State**. Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title insurance, closing services and all costs of relocation assistance as authorized by applicable Federal and **State** laws will be the responsibility of the **State**.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the **Local Government** and will be the **Local Government's** responsibility at its own expense except as hereinafter indicated. The **Local Government** will obtain from the **State** without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the **Local Government** will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the **State**, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the **State**. The **Local Government** may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the **Local Government's** name for the **State** must comply with requirements set forth in the engineering data and title investigation previously furnished to the **Local Government** by the **State** at such time as the **Local Government** conveys said property to the **State**.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, with the exception of recording fees, will be eligible for Ninety Eight point Eight percent (98.80%) **State** reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for Ninety Eight point Eight percent (98.80%) **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government**.

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State**.

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State**. The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government**.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to Ninety Eight point Eight percent (98.80%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government**, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to Ninety Eight point Eight percent (98.80%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the **State**. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property

owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight point Eight percent (98.80%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of Ninety Eight point Eight percent (98.80%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of Ninety Eight point Eight percent (98.80%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Inspection of Books and Records: 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

HIDALGO COUNTY

By: RA [Signature]
Title: County Judge
Date: 9/14/10

EXECUTION RECOMMENDED:

[Signature]
Mario Jorge, P.E., District Engineer, Pharr 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: [Signature]
John P. Campbell, P.E.
Director, Right of Way Division

Date: 4-26-11

**FY 2010 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM
INFORMATION SHEET**

COUNTY Hidalgo APPLICANT Hidalgo County

District Contact Information

Name: Melba R. Schaus Telephone: 956-702-6181

If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2007 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construct
CSJ:	0863-01-047
ESTIMATED LETTING DATE	Aug, 2011

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

FM 493
From: Champion Street
To: US 281

PROJECT SCOPE- Give type of work

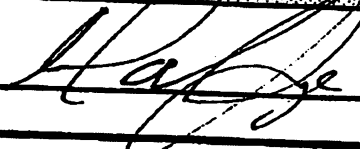
Reconstruct and Add Shoulders

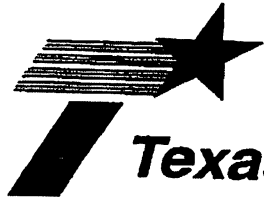
ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

The unemployment and poverty rates of Hidalgo County are high. Meeting the needs of basic necessities along with addressing the infrastructure demands places a heavy burden on the County. We therefore request a reduction in our match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	Total Adjustment - 88	
			4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Right of Way	\$1,281,500	10%	\$128,150	\$15,378
Eligible Utilities	\$200,000	10%	\$20,000	\$2,400
			\$0	\$0
			\$0	\$0
TOTAL	\$1,481,500		\$148,150	\$17,778

Approved by  Date 7/28/10



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 2, 2010

Honorable Rene Ramirez
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

**RE: EDCP Application for FM 493 Reconstruction and Widening, CSJ (0863-01-047),
from Champion St. to US 281**

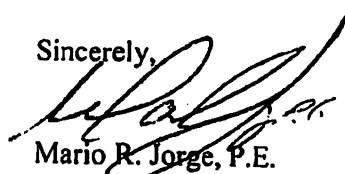
Dear Judge Ramirez:

Your application (attached) for an Economically Disadvantaged County Program (EDCP) adjustment to the required local participation for the referenced project has been approved. The adjustment is detailed below. These adjusted local participation percentages have been reflected in the project agreement.

Project Component	Usual Local Participation	Adjustment Percentage	Adjusted Local Participation
Right of Way	10%	88%	1.2%
Eligible Utilities	10%	88%	1.2%

Should you have any questions regarding this reduction call Jody Ellington, Director of Transportation Planning and Development or me at (956) 702-6100. As always, we look forward to working with you toward the implementation of this project.

Sincerely,



Mario R. Jorge, P.E.
District Engineer

Attachments

cc: Jesus Noriega, P.E.
Hector Gonzalez, P.E., Pharr Area Office
FILE

AFFIDAVIT

The State of Texas,

County of Hidalgo

Before me, Monica Badillo, a notary public in and for the State of Texas, on this day personally appeared Rene A. Ramirez, who being by me duly sworn, upon oath says:

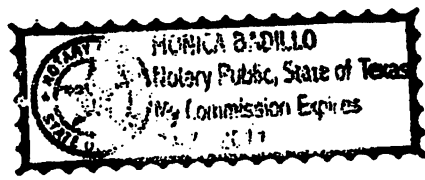
I, Rene A. Ramirez, representing the city/county of Hidalgo, having been duly ^{appointed} elected on 11-3-09 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

[Signature]
Signature

6/29/10
Date

Subscribed and sworn to before me, by the said Rene A. Ramirez, this 29th day of June, 2010, to certify which witness my hand and seal of office.

My commission expires 4-21-2011.



[Signature]
Official Signature

Monica Badillo
Printed or stamped name of Notary