



## Texas Department of Transportation

June 10, 2009

COUNTY: Williamson  
PROJECT: FM 112  
CCSJ: 0334-01-031  
RCSJ: 0334-01-039  
LIMITS: At Brushy Creek Relief

The Honorable Judge Gattis  
Williamson County  
710 Main Street, Suite 101  
Georgetown, Texas 78626

Dear Judge Gattis:

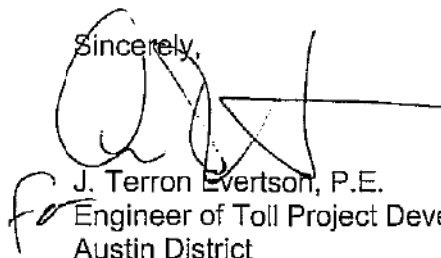
We are at the point to begin right of way acquisition and cause the relocation of the necessary utilities for the above named project. The County will need to enter into the attached Agreement to Contribute Funds – Local Government, and contribute 10% of the estimated cost of the needed right of way acquisitions and eligible utility adjustments.

The State, solely at our cost, will secure appraisals and acquire the needed right of way. The initial contribution is based upon current estimates of these costs. Please note, as the project progresses, if it is found that the amount contributed is insufficient to cover the County's obligation, and then upon request, the County will be required to supplement the original amount as requested by the State. Upon completion of the project, and in the event the amount paid is more than the County's percentage cost of the right of way, then any excess will be returned. Based on current estimates made by this office, it has been determined the cost for this project is \$49,227.00 and the County's estimated 10% share is \$4,922.70.

Attached are the original and three copies of the Agreement to Contribute Funds-Local Government for your execution. Please furnish this office with three original signed copies of the agreement and copies of the Court Order authorizing the signature on the agreement, along with a check in the amount of \$4,922.70 to cover the County's estimated %10.

If you have any questions please do not hesitate to call Laura Nelson at (512) 832-7024.

Sincerely,

  
J. Terron Evertson, P.E.  
Engineer of Toll Project Development  
Austin District

LN (file)

Attachment

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS



Form ROW-RM-129

Replaces Form ROW-RM-129 and ROW-RM-130

(Rev. 6/2006)

GSD-EPC

Page 1 of 2

## AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Williamson

Federal Project No:

ROW CSJ No: 0334-01-039

District: Austin

Highway: FM 112

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       day of       , 2009, 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 and adjust utilities for a highway project on Highway No. FM 112 with the following project limits:

From: At E. Brushy Creek Relief

, and

**WHEREAS**, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way and adjustment of utilities 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 and relocating or adjusting utilities 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 in the amount of Three Thousand Five Hundred Ninety Eight Dollars (\$ 4,922.70 ), which represents ten percent (10%) of Thirty Five Thousand Nine Hundred Seventy Nine Dollars (\$ 49,227.00), 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. 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, plus costs related to the relocation, removal or adjustment of eligible utilities.

Whenever funds are paid by the **Local Government** to the **State** under this agreement, the **Local Government** shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the **State** in an escrow account to be managed by the **State**. Funds in the escrow account may only be applied to this highway project. 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**, or upon written request of the **Local Government**, the excess amount may be applied to other **State** highway projects in which the **Local Government** is participating.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than **State** or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the **State**, 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, commissioners court order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

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.

**THE LOCAL GOVERNMENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXECUTION RECOMMENDED:**

\_\_\_\_\_  
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, P.E.  
Right of Way Division Director

Date: \_\_\_\_\_



# Texas Department of Transportation

June 10, 2009

COUNTY: Williamson  
PROJECT: FM 112  
CCSJ: 0334-01-030  
RCSJ: 0334-01-040  
LIMITS: At Brushy Creek Relief

The Honorable Judge Gattis  
Williamson County  
710 Main Street, Suite 101  
Georgetown, Texas 78626

Dear Judge Gattis:

We are at the point to begin right of way acquisition and cause the relocation of the necessary utilities for the above named project. The County will need to enter into the attached Agreement to Contribute Funds – Local Government, and contribute 10% of the estimated cost of the needed right of way acquisitions and eligible utility adjustments.

The State, solely at our cost, will secure appraisals and acquire the needed right of way. The initial contribution is based upon current estimates of these costs. Please note, as the project progresses, if it is found that the amount contributed is insufficient to cover the County's obligation, and then upon request, the County will be required to supplement the original amount as requested by the State. Upon completion of the project, and in the event the amount paid is more than the County's percentage cost of the right of way, then any excess will be returned. Based on current estimates made by this office, it has been determined the cost for this project is \$35,979.00 and the County's estimated 10% share is \$3,598.00.

Attached are the original and three copies of the Agreement to Contribute Funds-Local Government for your execution. Please furnish this office with three original signed copies of the agreement and copies of the Court Order authorizing the signature on the agreement, along with a check in the amount of \$3,598.00 to cover the County's estimated %10.

If you have any questions please do not hesitate to call Laura Nelson at (512) 832-7024.

Sincerely,

J. Terron Evertson, P.E.  
Engineer of Toll Project Development  
Austin District

LN (file)  
Attachment

THE TEXAS PLAN  
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

As Equal Opportunity Employer



## AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Williamson  
District: Austin

Federal Project No:  
Highway: FM 112

ROW CSJ No: 0334-01-040

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       day of       , 2009, 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 and adjust utilities for a highway project on Highway No. FM 112 with the following project limits:

From: At W. Brushy Creek Relief

, and

**WHEREAS**, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way and adjustment of utilities 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 and relocating or adjusting utilities 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 in the amount of Three Thousand Five Hundred Ninety Eight Dollars (\$ 3,598.00 ), which represents ten percent (10%) of Thirty Five Thousand Nine Hundred Seventy Nine Dollars (\$ 35,979.00), 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. 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, plus costs related to the relocation, removal or adjustment of eligible utilities.

Whenever funds are paid by the **Local Government** to the **State** under this agreement, the **Local Government** shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the **State** in an escrow account to be managed by the **State**. Funds in the escrow account may only be applied to this highway project. 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**, or upon written request of the **Local Government**, the excess amount may be applied to other **State** highway projects in which the **Local Government** is participating.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than **State** or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the **State**, 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, commissioners court order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

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.

**THE LOCAL GOVERNMENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Williamson County Judge*

Date: \_\_\_\_\_

*10-26-09*

**EXECUTION RECOMMENDED:**

\_\_\_\_\_  
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, P.E.  
Right of Way Division Director

Date: \_\_\_\_\_