



# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

September 17, 2012

Austin District - 14  
FM 487 – Williamson County  
RCSJ: 1201-02-020  
CCSJ: 1201-02-018  
Limits: From: IH 35  
To: The Bell County Line

Judge Dan A. Gattis  
Williamson County  
710 South Main Street  
Suite 101  
Georgetown, Texas 78626

Dear Judge Gattis:

This letter concerns the acquisition of additional land needed to improve highway FM 487 from IH 35 to the Bell County Line, in Williamson County. The improvements will require acquisition of thirteen (13) parcels for the county's portion, comprised of approximately 83,588.00 square feet.

As you may be aware, there are two types of ways for the Local Government to participate in their obligation portion of the project. The first type, Williamson County is to handle the acquisition of right of way. The State would reimburse 90% of the right of way costs upon delivery of acceptable conveyance instruments to the State.

The second option is Williamson County is to contribute an amount equal to 10% of the estimated cost of right of way and utility adjustments. This is, where TxDOT handles the right of way acquisition and utility adjustments for the Local Government (LG). The following is an estimate of costs the County would participate in if this method of contribution is utilized.

THE TEXAS PLAN  
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Total Estimated Cost (Right of Way and Utilities)	\$531,253.00
10%	\$53,125.30

Blank contracts for the execution are attached, along with a right of way map for the project. Please review and consider the information, and contact us when a decision is reached. In addition to an Environmental clearance from this office, we will need the following to enable a Right of Way Release to begin the right of way acquisition process:

1. Three (3) executed originals of "Agreement to Contribute right of Way Funds"
2. Ordinance or Resolution of the City Council (County Commissioners)
3. Grant of signature authority to the person(s) signing the Agreement so stated in the Resolution or Ordinance
4. Local Government's ten percent contribution

We appreciate your cooperation and look forward to working with you. Please contact Laura Nelson at (512) 832-7024 if you have any questions, or require additional information.

Sincerely,

  
Nelda R. Eureste  
South Right of Way  
Project Delivery Manager

...

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County	<u>Williamson</u>
District	<u>Austin – 14</u>
ROW CSJ #	<u>1201-02-020</u>
CCSJ #	<u>1201-02-018</u>
Federal Project #	_____
Federal Highway Administration	_____
CFDA #	_____
Not Research and Development	_____

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and Williamson county, Texas, acting through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. FM 487 from IH 35 to the Bell county line, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

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

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

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:







County	Williamson
District	Austin - 14
ROW CSJ #	1201-02-020
CCSJ #	1201-02-018
Federal Project #	
Federal Highway Administration	
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Not Research and Development	

Local Government:	State:
Williamson County	Director of Right of Way Division
Judge Dan A. Gattis	Texas Department of Transportation
710 S. Main Street, Ste 101	125 E. 11 <sup>th</sup> Street
Georgetown, Texas 78626	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

**7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**8. 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, that 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.

**9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**10. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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**11. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**12. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State 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. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**13. 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.

**14. State Auditor**

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.

**15. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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**16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**18. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**19. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

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18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**20. Debarment Certification**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**21. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.







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## ATTACHMENT B LOCATION MAP SHOWING PROJECT

- NOTES**
1. DATE: 08/11/2011
  2. ALL MEASUREMENTS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83) WITH THE 1983 DATUM. ALL DISTANCES AND COORDINATES SHOWN ON THESE PLANS ARE NOT TO BE CONSIDERED AS FINAL UNLESS OTHERWISE NOTED.
  3. ALL CONTROL POINTS WERE PREPARED BY THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) AND ARE SHOWN ON THE PLANS AS CONTROL POINTS.
  4. ALL PROPERTY BOUNDARIES, LOT CORNER LINES, AND EASEMENTS ARE SHOWN AS DOTTED LINES AND SHOULD BE VERIFIED BY THE APPLICABLE LOCAL OFFICIALS.

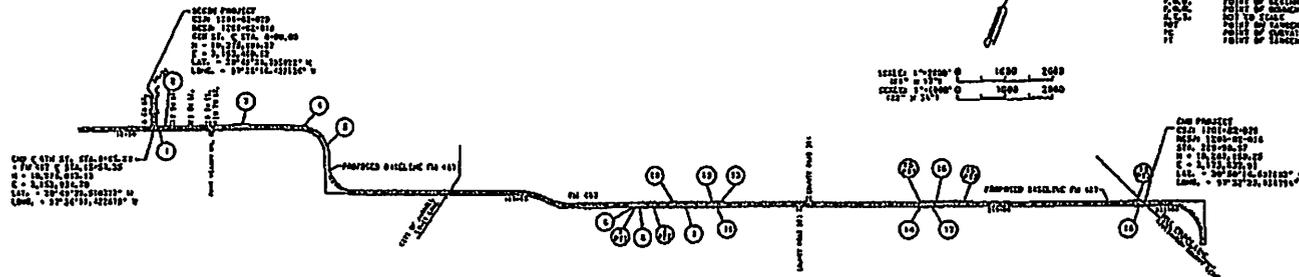
### INDEX OF SHEETS

- 1 TITLE SHEET
- 2 INDEX SHEET
- 3-4 CONTROL SHEET
- 5-23 MAP SHEET

DATE	REVISION	BY	CHKD
08/11/2011	1	...	...

**STATE OF TEXAS**  
**DEPARTMENT OF TRANSPORTATION**  
**PLANS OF PROPOSED RIGHT OF WAY PROJECT**  
**WILLIAMSON COUNTY**  
**FM 487**  
 CSJ: 1201-02-020  
 RCSJ: 1201-02-018  
 LIMITS: FROM IH 35 TO BELL COUNTY LINE  
 NET LENGTH OF PROJECT = 23,232 FEET = 4.4 MILES

- LEGEND**
- 1 PAPER BOUNDARY
  - 2 DISTANCE NOT TO SCALE
  - 3 PROPERTY BOUNDARY
  - 4 EASEMENT
  - 5 RIGHT OF WAY LINE
  - 6 PROPOSED RIGHT OF WAY LINE
  - 7 EXISTING ROAD
  - 8 PROPOSED ROAD
  - 9 EXISTING UTILITY
  - 10 PROPOSED UTILITY
  - 11 EXISTING FENCE
  - 12 EXISTING CURB
  - 13 EXISTING SIDEWALK
  - 14 EXISTING DRIVE
  - 15 EXISTING DRIVE
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  - 100 EXISTING DRIVE



STATION	LINE	DATE	DESCRIPTION
0+00	1	08/11/2011	...
0+10	1	08/11/2011	...
0+20	1	08/11/2011	...
0+30	1	08/11/2011	...
0+40	1	08/11/2011	...
0+50	1	08/11/2011	...
0+60	1	08/11/2011	...
0+70	1	08/11/2011	...
0+80	1	08/11/2011	...
0+90	1	08/11/2011	...
1+00	1	08/11/2011	...
1+10	1	08/11/2011	...
1+20	1	08/11/2011	...
1+30	1	08/11/2011	...
1+40	1	08/11/2011	...
1+50	1	08/11/2011	...
1+60	1	08/11/2011	...
1+70	1	08/11/2011	...
1+80	1	08/11/2011	...
1+90	1	08/11/2011	...
2+00	1	08/11/2011	...
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2+90	1	08/11/2011	...
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15+80	1	08/11/2011	...
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18+90	1	08/11/2011	...
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19+20	1	08/11/2011	...
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19+50	1	08/11/2011	...
19+60	1	08/11/2011	...
19+70	1	08/11/2011	...
19+80	1	08/11/2011	...
19+90	1	08/11/2011	...
20+00	1	08/11/2011	...
20+10	1	08/11/2011	...
20+20	1	08/11/2011	...
20+30	1	08/11/2011	...
20+40	1	08/11/2011	...
20+50	1	08/11/2011	...
20+60	1	08/11/2011	...
20+70	1	08/11/2011	...
20+80	1	08/11/2011	...
20+90	1	08/11/2011	...
21+00	1	08/11/2011	...
21+10	1	08/11/2011	...
21+20	1	08/11/2011	...
21+30	1	08/11/2011	...
21+40	1	08/11/2011	...
21+50	1	08/11/2011	...
21+60	1	08/11/2011	...
21+70	1	08/11/2011	...
21+80	1	08/11/2011	...
21+90	1	08/11/2011	...
22+00	1	08/11/2011	...
22+10	1	08/11/2011	...
22+20	1	08/11/2011	...
22+30	1	08/11/2011	...
22+40	1	08/11/2011	...
22+50	1	08/11/2011	...
22+60	1	08/11/2011	...
22+70	1	08/11/2011	...
22+80	1	08/11/2011	...
22+90	1	08/11/2011	...
23+00	1	08/11/2011	...
23+10	1	08/11/2011	...
23+20	1	08/11/2011	...
23+30	1	08/11/2011	...
23+40	1	08/11/2011	...
23+50	1	08/11/2011	...
23+60	1	08/11/2011	...
23+70	1	08/11/2011	...
23+80	1	08/11/2011	...
23+90	1	08/11/2011	...
24+00	1	08/11/2011	...
24+10	1	08/11/2011	...
24+20	1	08/11/2011	...
24+30	1	08/11/2011	...
24+40	1	08/11/2011	...
24+50	1	08/11/2011	...

**Standard Agreement to Contribute  
State Performs Work  
Attachment C  
Williamson County**

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$44,558.00	90%	\$40,102.20	10%	\$4,455.80
Reimbursable Utility Adjustments	\$486,695.00	90%	\$438,025.50	10%	\$48,669.50
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$531,253.00</b>	<b>90%</b>	<b>\$478,127.70</b>	<b>10%</b>	<b>\$53,125.30</b>

This is an estimate. The final amount of Local Government participation will be based on actual costs.