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FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 06/10/2009	Submitted By: P.Batts
Court Agenda Date: 06/23/09	Department: Engineering Phone Number: 281 633 7507

SUMMARY OF ITEM: Approve Payment of Invoice No. 1 in the amount of \$36,096.48 (remaining balance) to TxDOT for Right of Way regarding US59 (from 0.27 m West of SH6 to West of FM2759) Precincts 1&4.

RENEWAL AGREEMENT/APPOINTMENT YES NO
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
 Activity (If Applicable): _____

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
 Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): _____



Texas Department of Transportation

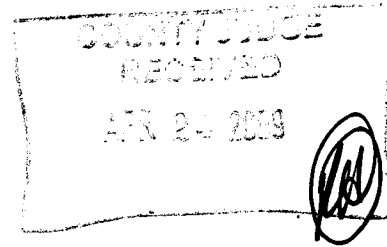
P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

April 17, 2009

CONTACT: ROW

Request for Additional Funding
Account 8012-02-041
ROW CSJ 0027-12-115
US 59: From 0.27 m W of SH 6 to W of FM 2759
Fort Bend County

The Honorable Robert E. Hebert
County Judge, Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469



Dear Judge Hebert:

The above captioned project has been reviewed and noted that the present expenditures exceed Fort Bend County's (County) advance payment. In accordance with the terms of the agreement (copy attached) negotiated with the State, the County placed a total of \$133,767 as advance payment to cover its ten percent share of the estimated cost associated with the purchase of right of way.

Auditing by this office revealed additional funds are due to Texas Department of Transportation. Attached is a statement of cost amounting to \$169,863.48, leaving a deficit of \$36,096.48. Due to the substantial amount expended over the original cost estimate and the estimated utility cost for this project, it has been determined that an additional \$36,096.48 will be needed to complete the acquisition process on this project.

If additional information is required, please contact Ms. Frances Willison, P.E. at (713) 802-5681 or Ms. Brenda McKinney at (713) 802-5727.

Sincerely,

Delvin L. Dennis, P.E.
District Engineer
Houston District

Attachment

cc: Ms. Frances Willison, P.E.
Ms. Brenda McKinney



Form ROW-RM-129

(Replaces Form D-15-129 and D-15-130)

Rev. 11/2000

(Electronic Version GSD-EPC Word 97)

Page 1 of 3

County: Fort Bend

Federal Project No:

ROW CSJ No: 0027-12-115

ROW Account No: 8012-02-041

Highway: US 59

AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and **Fort Bend County**, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the ____ day of _____, _____, 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. US 59 with the following project limits:

From: East of FM 2759 to 0.27 Mile West of SH 6; Parcels identified as 1 through 10 & 12

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 Hundred Thirty Three Thousand Seven Hundred Sixty Seven Dollars (\$133,767), which represents ten percent (10%) of the estimated 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.

Donations of real property may be credited to the **Local Government's** funding obligation for cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, donated by the **Local Government** to the **State** shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The **Local Government** will provide to the **State** all documentation to support the determined fair market value of the donated property. Such documentation shall include an appraisal of the property by a licensed appraiser approved by the Texas Department of Transportation, Right of Way Division, unless the **Local Government** determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the fair market value is estimated at no more than \$10,000.00. The cost of appraisal will be the responsibility of the **State**. The **State** will review the submitted documentation and make a final determination of value; provided however, the **State** may perform any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or employment of fee appraisers. Credit shall be given only for property transferred at no cost to the **State** after the effective date of this agreement and the **State's** issuance of a letter of funding authority, and only for property which is necessary to complete this project. Credit shall be in lieu of monetary contributions required to be paid to the **State** for the **Local Government's** funding share of the right of way to be acquired for this project. The total credit cannot exceed the **Local Government's** matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the **Local Government**, applied to project phases other than right of way, nor used for other projects. In the event the **Local Government's** monetary contributions to the **State** for acquisition of right of way, when added to its donation credits, exceed the **Local Government's** matching share of the right of way obligation, there will be no refund to the **Local Government** of any portion of its contributed money.

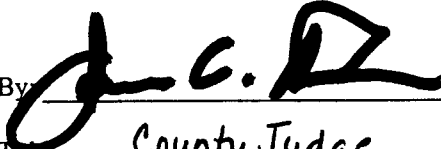
The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, including but not limited to utility owners involving expenses related to the relocation, removal or adjustment of eligible utilities.

THE LOCAL GOVERNMENT

By: _____


Title: _____

Date: _____


County Judge

2-12-02

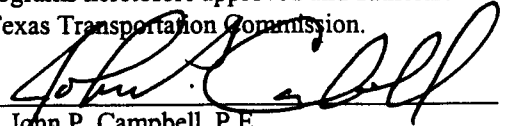
EXECUTION RECOMMENDED:


District Engineer, Houston 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: _____

