

**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director of Public Works

SUBJECT: Right of Way Acquisition of Highway 281 Corridor – US 281 @ Loop 1604 Project

DATE: March 3, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the Interim City Manager or his designee to execute an “Agreement to Contribute Funds” and authorizes funds in the amount of \$400,000.00 payable to the Texas Department of Transportation (TxDOT) for right of way acquisition in connection with the Highway 281 Corridor – US 281 @ Loop 1604 project, an authorized 2003–2007 General Obligation Street Improvement Bond funded project, located in Council District 9.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

This Ordinance authorizes the execution of an “Agreement to Contribute Funds” with TxDOT and authorizes funds in the amount not to exceed \$400,000.00 to fund the City’s ten percent (10%) of right of way associated with the construction on an interchange at US Highway 281 and Loop 1604. Based on current estimates, the right of way is estimated to be \$4,000,000.00. Funding authorized by this agreement will enable TxDOT to begin acquiring the necessary right of way. TxDOT will be responsible for the design and construction as well as for the purchase of the right of way for this project. This will complete the City’s commitment for right of way funding for this project.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to participate with the Texas Department of Transportation in the improvements of TxDOT maintained roadways within the City of San Antonio.

FISCAL IMPACT

This is a one-time capital improvements expenditure included in the FY 05-10 Capital Improvement Program Budget. Funds in the amount of \$400,000.00 for the City’s match are available from the 2003–2007 General Obligation Street Improvement Bond fund and are payable to the Texas Department of Transportation according to the terms of the agreement.

COORDINATION

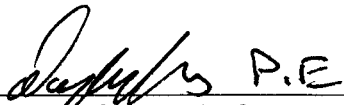
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, and TxDOT.

SUPPLEMENTARY COMMENTS

A Discretionary Contract Disclosure Form is not required.

ATTACHMENTS


1. Project Map
2. Agreement to Contribute Funds



Thomas G. Wendorf
Director of Public Works



Melissa Byrne Vossmer
Assistant City Manager

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J. Rolando Bono
Interim City Manager

US281 @ 1604 ROW AQUISITION





Form ROW-RM-129

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

Rev. 3/2004

GSD-EPC

Page 1 of 2

AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Bexar
District: San Antonio

Federal Project No: N/A
Highway: US 281 @ LP 1604

ROW CSJ No: 0253-04-131

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and **City of San Antonio**, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the _____ day of _____, 2005, 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 281 at LP 1604; 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 for the proper improvement of the State Highway System; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived there from, the **Local Government** shall contribute to the **State** the amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), which represents 10% of FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00), the estimated right of way costs. The **Local Government** shall transmit to the **State** a warrant or check in the amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), payable to the Texas Department of Transportation, which payment represents the **Local Government's** total contribution for the right of way costs.

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**.

WHEREAS, the **Local Government** requested approval for incremental payments of its funding obligation pursuant to 43 TAC, §15.52, and Executive Director has approved such request;

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

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

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

District Engineer, San Antonio 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: _____