

THE STATE OF TEXAS

AGREEMENTS
LOCAL PROJECT
ADVANCED FUNDING AGREEMENT
TEXAS DEPARTMENT OF TRANSPORTATION
ENGINEERING

COUNTY OF COLLIN

On December 12, 2006, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of a Local Project Advanced Funding Agreement with the Texas Department of Transportation (TxDOT).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of a Local Project Advanced Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with the Texas Department of Transportation (TxDOT) for 10% right-of-way share for the US 75/SH 121 interchange improvements (Collin County's portion is \$50,000.00) and further authorize the County Judge to finalize and execute the agreement. Same is hereby approved in accordance with the attached documentation.



Ron Harris, County Judge



Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



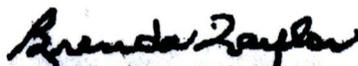
Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4



ATTEST:



Brenda Taylor, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S



AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Collin
District: 18 - Dallas

Federal Project No:
Highway: SH 121

ROW CSJ No: 0364-04-045

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Collin County, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the _____ day of _____, 2006, 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 State Highway No. 121 with the following project limits:

@ US 75 and which are incorporated herein for any and all purposes; 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 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 Fifty Thousand and no/100's Dollars (\$ 50,000.00), which represents ten percent (10%) of Five Hundred Thousand and no/100's Dollars (\$ 500,000.00), 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. 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.

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: 
Ron Harris

Title: County Judge

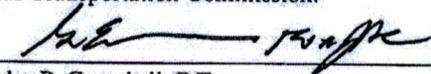
Date: 12-29-2006

EXECUTION RECOMMENDED:


District Engineer, Dallas 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: 6-22-10