

INTERLOCAL COOPERATION AGREEMENT

WHEREAS, the Interlocal Cooperation Act, Title 7, Chapter 791, Texas Government Code (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorize counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of the State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the County and the municipality named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the ordinances, resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, (hereinafter "Collin County") and the City of Josephine, a political subdivision of the State of Texas, (hereinafter "City") which is wholly or partially located within Collin County. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration exchanged hereunder, which may be stated herein. This Agreement is as follows, to wit:

I. THE PROJECT

1.1 As requested by the City, Collin County, acting by and through its duly authorized agents and employees, agrees to provide the City with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH COURT ORDER
NO. 97-576-08-25 (COPY APPENDED HERETO AS **EXHIBIT "A"**).

THE ROAD IMPROVEMENTS SUBJECT TO THIS AGREEMENT
ARE SET FORTH IN THE MAP AND DOCUMENTATION
APPENDED HERETO AS **EXHIBIT "B"** AND SHALL
CONSTITUTE THE "PROJECT".

1.2 Portions of such road improvements include property that is incorporated into the City, and therefore subject to the City's responsibility for repair and maintenance; however, City desires such work to be performed by Collin County and in exchange has promised to reimburse Collin County for the City's portion of the Project costs as is set forth herein.

II. ALLOCATION OF PROJECT COSTS

2.1 As consideration for the above-described Road Improvements, the City agrees to pay to Collin County, in accordance with the cost estimate and payment schedule appended hereto as **Exhibit "C"**. Payment by the City for the Project shall be as set forth in the payment schedule set forth in **Exhibit "C"**. Such payment shall be upon the City's acceptance of the Project, or portion of the Project applicable to such payment, such acceptance not to be unreasonably withheld.

2.2 The amounts paid by the City pursuant to the payment schedule in **Exhibit "C"** shall constitute the "City Construction Funds". The remainder of the Project Costs will be paid from funds appropriated and allocated to the Project by Collin County, and referred to hereinafter as the "County Project Funds". The City Construction Funds and the County Project funds will be used to reimburse the County for its costs incurred in connection with the Project. Collin County expects all direct Project costs, including labor, equipment and material will be paid from the City Construction Funds and the County Project Funds.

2.3 Within thirty (30) days after the Project is complete or this Agreement is terminated, Collin County shall render a final written accounting to the City of all costs paid or borne by, or credited to, each party under this Agreement for the Project, taking into account any amount each party has previously paid toward the Project as provided herein and subject to adjustment after resolution of any pending claims or contingent liabilities arising from the Project.

2.4 Upon acceptance of the final Project accounting by the City, Collin County and the City shall modify the City's payment schedule appended hereto as **Exhibit "C"** as necessary so as to properly allocate to the City its proportionate share of the Project costs. Any such amendment to **Exhibit "C"** shall be made in writing and approved by the parties.

III. TERM AND TERMINATION

3.1 This Agreement shall be effective from and after the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by the authorized representatives of the parties and shall remain in effect until the following events have occurred:

- a) the County has completed the Project and the City has accepted the final accounting therefrom; and
- b) the City has made all of its payment obligations hereunder.

3.2 In the event the City shall at any time not have in effect a budget which contains funds to fulfill its obligations herein, the City shall be deemed to have non-appropriated funds on the last effective date of a legally adopted budget containing funds to pay charges provided for hereunder. Upon the expiration of such a budget, the City shall have no further liability under this Agreement and shall be deemed to be in default as provided in this section of the Agreement. In the event of non-appropriation the City shall provide written notice to Collin County thereof as soon as is practicable. In addition, at any time during the term of this Agreement, should the City Manager or Town Administrator of the City propose a budget that fails to make appropriations in amounts sufficient to cover the City's obligations hereunder, the City shall notify Collin County of same and arrange for a meeting prior to the budget adoption, such meeting including the City's Mayor and the County Judge of Collin County to discuss the ramifications of the City's non-appropriation.

3.3 If either party fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent to the party by the non-defaulting party, the party shall be deemed in default under this Agreement.

3.4 Collin County reserves its rights under subchapter I of Chapter 271 of the Texas Local Government Code to seek to recover its damages should the City be in default of its obligations under this Agreement and fail to cure such default, save and except for an event of default as a result of non-appropriation as set forth in section 4.2 above.

IV. MISCELLANEOUS

4.1 This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

4.2 No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the governing body of the County, or as is expressly set forth herein.

4.3 The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement as determined by each of the Parties.

4.4 This Agreement will be governed by and interpreted under the laws of Texas, as such laws are applied to agreements entered into and to be performed entirely within Texas between Texas residents. If a suit, action or proceeding under or regarding the subject matter of this Agreement ("Action") is brought, the party bringing such Action will bring such Action in

the federal and state courts of Collin County, Texas and, in such event, (i) any counterclaims will be brought in such courts, (ii) each party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such Action in Collin County, Texas and (iii) each party further irrevocably waives any claim that Collin County, Texas is not a convenient forum for any such Action. Notwithstanding the foregoing, in actions seeking to enforce any order or any judgment of such federal or state courts located in Texas, such personal jurisdiction will be nonexclusive.

4.5 Dispute Resolution. Any and all disputes arising between the parties pertaining to or arising out of this Agreement shall be resolved in Collin County, Texas, and in the following order of preference:

(a) by good faith negotiation between representatives of the parties who have authority to fully and finally resolve the dispute;

(b) if necessary, by non-binding mediation at a location acceptable to both using a neutral mediator having relevant experience, with costs of mediation shared equally; or

(c) if (a) and (b) fail to resolve the dispute, then by litigation.

4.6 This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

4.7 Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party, whether from general funds, bond proceeds, reserve funds, or other funds in the possession of the paying party. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement. Payments shall be made on a timely basis in accordance with the Texas Prompt Payment Act, ch. 2251 Texas Government Code.

4.8 Collin County and the City agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible in accordance with the laws of the State of Texas for its own acts, forbearance, negligence and deeds, and for those of its officers, agents or employees in conjunction with the performance of the Project covered under this Agreement. Nothing herein shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties hereto.

4.9 Collin County agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

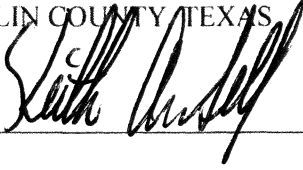
4.10 This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not create or grant any rights, contractual or otherwise, to any other person or entity.

4.11 This Agreement shall be expressly subject to the governmental immunity of Collin County and the City, Title 5 of Texas Civil Practice and Remedies Code, and all applicable federal and state law.

4.12 The provisions of this Agreement are severable, and in the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. In lieu of any such invalid, illegal, or unenforceable provision, the parties agree to negotiate to add to this Agreement another provision that would be permitted that is as close to the intent of the invalid, illegal, or unenforceable provision as possible.

4.13 Each party to this Agreement acknowledges that it has read and understands the terms and provisions of this Agreement.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

COLLIN COUNTY, TEXAS
Date: 8/13/18
By: 
Title: County Judge


CITY OF Josephine, TEXAS
Date: 7-20-18
By: 
Title: Mayor

Exhibit "A"

COLLIN COUNTY COMMISSIONERS COURT ORDER NO. 97-576-08-25
(ATTACHED)

THE STATE OF TEXAS

COUNTY POLICIES: ADOPTION OF REVISED
COUNTY ROAD POLICY/RESCIND PREVIOUSLY
APPROVED COURT ORDERS
COUNTY ROAD SUPERINTENDENT

COUNTY OF COLLIN

On August 25, 1997, the Commissioners' Court of Collin County, Texas, met in special session with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

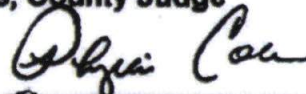
County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request from the County Road Superintendent for approval to rescind previously adopted court orders pertaining to County Road Policies, furthermore, adoption of a revised County Road Policy.

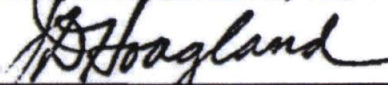
Thereupon, a motion was made, seconded and carried with a majority vote of the court to adopt a revised County Road Policy effective October 1, 1997, and rescind previously adopted court orders pertaining to same. Same is hereby approved in accordance with the attached documentation.



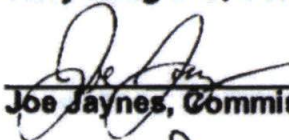
Ron Harris, County Judge



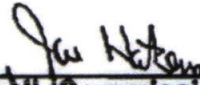
Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2




Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4

ATTEST:


Helen Starnes, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS

c:\cour97\courtorders\roadpol



Commissioner Cole

COUNTY ROAD POLICIES

August 25, 1997

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**COUNTY ROAD
POLICIES
(GENERAL)**

COUNTY ROAD POLICIES (GENERAL)

Section I Maintenance of Public Roads

- A. All public roads located in unincorporated areas of Collin County which are determined by the Commissioners' Court to be county roads, will be maintained by the County. All others shall be considered private roads and will not be maintained by Collin County.
- B. Roads or sections of roads which are bordered by a city or cities shall not be maintained by Collin County as follows:
 - (a) Any portion of a public road which has been annexed by a city or cities shall not be maintained at county expense.
 - (b) Public roads or portions of public roads which are bordered by a city or cities on one side will be considered to lie in an incorporated area from the centerline of the public road to the city border. That portion which is considered to be in an incorporated area shall not be maintained at county expense.
 - (c) Public roads or portions of public roads which are bordered by a city or cities on both sides will be considered to lie in an incorporated area and shall not be maintained by Collin County.

Section II Upgrade of County Roads

- A. Commissioners' Court will consider upgrading a rock road to an asphalt road provided one of the following conditions are met:
 - (a) Roads with traffic counts of 150 cars per day or greater, which by the determination of Commissioners' Court, should be asphalted due to maintenance costs or other appropriate criteria when the adjacent property owners donate the right-of-way described in Section VI of this policy; or,
 - (b) Roads not on the Collin County Thoroughfare Plan with traffic counts of 125 cars per day or greater, which when determined by the Director of Public Works (County Road Supt.) to have adequate width and drainage can be asphalted due to maintenance costs or other appropriate criteria without obtaining additional right-of-way; or,
 - (c) Roads with traffic counts of 100 cars per day or greater can be asphalted when the adjacent property owners donate the right-of-way described in Section VI of this policy; or,
 - (d) When the adjacent property owners donate the right-of-way described in Section VI of this policy and reimburse the County for the cost of materials required to upgrade the subject road to asphalt by current county standards.

To be considered for asphalt, a road must tie into an existing asphalt road, unless the road in question is a "Dead End" road. A "Dead End" road which does not tie into an existing asphalt road can be upgraded, provided its entire length is asphalted. A cul-de-sac shall be required when a dead end road is upgraded.

Section II Continued

B. The Commissioners' Court will consider upgrading a dirt road to a rock road provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the county for the cost of materials to upgrade the subject road to the appropriate depth and width of rock

Section III Re-opening of County Roads

The Commissioners' Court will consider re-opening a county road which has not been maintained by the county in the last 10 years provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the County for the total cost of improvements if the road is to be improved from its existing state

Section IV Abandonment of County Roads

The Commissioners' Court, by unanimous vote, may abandon a county road upon following procedures required by Vernon's Civil Statute's and the Texas Transportation Code.

Section V Subdivisions

- A. To be considered for maintenance by Collin County, private roads in recorded subdivisions must be asphalt and meet current county standards in regards to width, drainage, culverts, base material type and thickness.
- B. Private roads in subdivisions which were filed in the County Clerk's Office prior to May 18, 1981 will be accepted for maintenance by the county provided there is adequate right-of-way, the roads are asphalt and meet current county standards.
- C. Private roads in subdivisions which were approved by Commissioners' Court and filed in the County Clerk's Office prior to October 23, 1995 will be accepted for maintenance provided such roads are asphalt and have been built and maintained to county standards.
- D. Private roads in subdivisions which were filed in the County Clerk's Office after May 18, 1981 that were not approved by Commissioners' Court shall meet the following conditions prior to acceptance:
 - (a) Road right-of-ways must be dedicated to the public and accepted by Commissioners' Court
 - (b) Roads must be asphalt and meet current county standards as described in this policy
- E. Private roads in recorded subdivisions which do not meet county standards can be considered for maintenance by the county provided the landowners donate additional right-of-way, when needed, and provide total funding to upgrade such roads to county standards.

Section V Continued

- F. Private roads in unrecorded subdivisions will not be upgraded by Collin County under this policy. To be accepted for maintenance, the subdivision must be platted and the roads constructed, by a private contractor, in accordance with the Collin County Subdivision Regulations**

Section VI Right-of-Way

- A. Right-of-Way shall be in the following form:**

- (a) Right-of-Way which is donated may be in Deed or Easement form; or**
- (b) Right-of-Way which is purchased through negotiations or by eminent domain shall be in Deed form with an actual ownership (Title) transfer of the land.**

- B. Right-of-Way Width**

- (a) The right-of-way width for roads on the Collin County Thoroughfare Plan shall conform to Collin County design standards.**
- (b) The right-of-way width of roads to be upgraded which are not on the Collin County Thoroughfare Plan shall be a minimum of (60) sixty feet.**
- (c) When a road which is not on the Collin County Thoroughfare Plan is a candidate for upgrading, the requirements for right-of-way may be waived by Commissioners' Court provided the required pavement width and drainage are adequate within the existing right-of-way.**
- (d) Right-of-way widths may be waived by Commissioners' Court upon review of engineering information which indicates a different width is appropriate.**

Section VII Other Cost

The cost involved for surveying, to prepare Deeds or Easements, re-locate fences, utilities (if in a private easement beyond the existing prescriptive right-of-way), culverts or other existing improvements may be borne by the county if such cost does not exceed twenty-five percent (25%) of the total project cost. When property owners are required to incur total cost to upgrade a road, the above cost shall not be borne by the County.

Section VIII County Projects

All projects shall be brought to the attention of Commissioners' Court for consideration.

Section IX Extending the Length of a Road Project

A road project which has been approved by Commissioners' Court may be extended in length when approved by the Director of Public Works (County Road Superintendent), provided that all requirements outlined in this policy have been met.

Section X Signs

Regulatory and warning signs placed along county roads shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

Section XI Reimbursement by Property Owners

Upon Commissioners' Court approval of a road project which requires reimbursement from the adjacent property owners, the property owners involved must place the required amount of money in escrow in a Collin County bank and provide the required right-of-way prior to the commencement of the project.

Section XII Culverts

Drive culverts within county road right-of-ways shall be permitted and sized by the County. Only corrugated metal or high-density polyethylene culverts will be permitted. Culverts shall be a minimum of thirty (30) feet in length unless the driveway over the pipe is concrete. In which case, the culvert may be the width of the driveway. New drive culverts must be installed at the expense of the property owner. Existing culverts within county road right-of-ways will be replaced as needed by the County at county expense.

Section XIII Extenuating Circumstances

Any extenuating circumstances not covered under this policy shall be brought to the attention of Commissioners' Court for consideration

APPLICATION FOR ROAD UPGRADING

Requesters' Name: _____ Date: _____

Mailing Address: _____

Home Phone _____ Work Phone _____ Mobil/Pager _____

Type of upgrade requested: Dirt to Rock _____ Dirt to Asphalt _____ Rock to Asphalt _____ Private Road _____

County Road No./Name: _____ Subdivision Name: _____

Location/Extent of Road(s) to be upgraded: _____

FOR COUNTY USE

Is Road on Thoroughfare Plan? Yes _____ No _____ Right-of-Way Required: _____

Comments: _____

Utility Comments: _____

Culvert/Drainage Comments: _____

Fence Comments: _____

Initial Cost Estimate: Materials _____ Labor _____ Other _____ Total _____

Comments _____

Prepared By: _____ Date: _____ Date Mailed: _____

GENERAL REQUIREMENTS FOR UPGRADING COUNTY ROADS

An application requesting a road upgrade must be submitted to the Public Works Department specifying the location and approximate length of road or section of road to be upgraded. If more than one person is involved, please designate a single contact.

An approximate cost estimate with right-of-way requirements will be prepared by the Public Works Department and sent to the requester.

To proceed with the upgrade, the Public Works Department must be notified in writing of the requester(s) willingness to pay for material costs and donate right-of-way, when applicable.

The request will be brought to the attention of Commissioners' Court for consideration.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided, if different than the original estimate.

Right-of-Way documents, when required, will be prepared by Collin County for signature. Money for material costs shall be placed in an escrow account by the requester(s). The project will be scheduled for construction after these items have been addressed.

UPGRADING / ACCEPTANCE OF PRIVATE ROADS IN RECORDED SUBDIVISIONS

Subdivision must be recorded and meet the requirements specified in Section V of the County Road policies.

All roads in the subdivision must be upgraded / accepted.

Minimum right-of-way width shall be sixty (60) feet as required by Section VI.B.,(b) of the County Road Policies. When engineering information indicates that the existing right-of-way is not adequate, additional right-of-way will be required.

A request must be submitted to the Public Works Department specifying the name and location of the subdivision in question. Please designate a single contact person for the county regarding this project.

An approximate cost estimate will be prepared by the Public Works Department and sent to the requester.

To proceed, the Public Works Department must be notified in writing of the requester(s) willingness to pay for all costs involved with the upgrade.

The request will be brought to the attention of Commissioners' Court for approval.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided if different from the original estimate.

Money must be placed in an escrow account prior to the project being scheduled. If applicable, all fences, utilities or other improvements must be relocated prior to scheduling.

COSTS

Since material costs fluctuate, the written cost estimate we have provided you will be honored for the period indicated (typically 6 months).

The cost estimate for materials will be based on the type upgrade requested.

Dirt to Rock: A blend of (6" loose) crushed native white rock with (3" loose) flex base to improve traction and minimize dust.

Dirt to Asphalt: A blend of (4" compacted) crushed native whiterock with (6" compacted) flex base and two layers of asphalt surface treatment.

Rock to Asphalt: Two layers of asphalt surface treatment, any additional rock will be paid for by Collin County since it is an existing rock road.

Private Road in Recorded Subdivision: Since conditions vary, subdivisions will be evaluated on a case by case basis.

If you have any additional questions, please feel free to call the Public Works Department at Metro 424-1460 ext. 3700 or (972) 548-3700.

Mail or Fax Application To:

Collin County Service Center
700A West Wilmeth Road
McKinney, Texas 75069
Fax Number (972) 548-3754

**COUNTY ROAD
POLICY
(CITIES)**

COUNTY ROAD POLICY (CITIES)

Section I Maintenance/Improvements to Roads Within City Limits

- A. Each city in Collin County is responsible for maintaining the roads and bridges within their city limits.
- B. Commissioners' Court desires that a consistent policy be continued concerning road work performed by the county within the corporate limits of cities as Collin County has limited funds, personnel and equipment available for these projects.
- C. Commissioners' Court may consider making or participating in improvements to roads and bridges within the corporate limits of a city as follows:
 - (a) General maintenance items to include rocking, grading, asphalt level up, sealcoating, oiling for dust control, installation of culverts, cleaning of drainage ditches, mowing or brushcutting and emergency repairs to bridges.
 - (b) Major improvements such as the construction or reconstruction of roadways will only be considered if the road is on the Collin County Thoroughfare Plan.
- D. A city must be entered into an Interlocal Cooperation Agreement with Collin County prior to work being performed by Collin County for that city.
- E. All requests must be submitted to the Director of Public Works by April 1st of the year prior to the year improvements are desired to be made. Emergency requests will be evaluated by Commissioners' Court upon the merits presented by the requesting city.
- F. Authorization for work in cities can only be given by Commissioners' Court.

Section II Reimbursement for Work Performed by Collin County

- A. Costs for road and bridge repairs or improvements will be as follows:
 - (a) Cost of materials used for the project or one-half of the total project (including labor and equipment), whichever is greater, if the road is on the Collin County Thoroughfare Plan.
 - (b) Total cost, including materials, labor and equipment if the road is not on the Collin County Thoroughfare Plan.

**COUNTY ROAD
POLICY
(OILING/DUST)**

COUNTY ROAD POLICIES (OILING/DUST CONTROL)

Section I Oiling of County Roads

County funds shall be expended to spray county roads for dust control as follows:

- a) When a person has a chronic respiratory condition, substantiated by a physician, the county will oil up to 500 feet in front of their house. If the house is located at a road intersection, the roads will be oiled for up to 500 feet in both directions from the intersection. Priority will be given to elderly residents.
 - b) When the traffic count on a road reaches a minimum of 150 cars per day, oil will be applied on an interim basis until the road can be upgraded to asphalt. If the right-of-way required to upgrade a road is unobtainable, the road will no longer be oiled at county expense.
 - c) When county trucks are hauling materials to or from a project site damaging the road surface and creating a severe dust problem.
 - d) Other conditions as approved by action of the Commissioners Court.
- B. All other requests for oiling in unincorporated areas of the county would be at the requester's expense. Collin County shall be reimbursed for the cost of materials.

Collin County Department
of Public Works
700 A West Wilmett Road
McKinney, Texas 75069
(972) 548-3700
FAX No. (972) 548-3754

Application for dust control oiling due to chronic respiratory condition

RESIDENT

Name: _____
Physical Address: _____

Mailing Address: _____

Phone: _____

PATIENT

Name: _____
Physical Address: _____

Mailing Address: _____

Phone: _____
Date of Birth: _____

County Road No.: _____ Application is good for this calendar year only

1) Approximate distance residence is from county road, _____ feet

2) Number of years lived at this residence, _____ years

3) What side of road is residence located?
Circle one: North South East West

To be completed by physician.

| | |
|--|-----------------------|
| _____ Allergy which interferes with breathing or is life threatening | |
| _____ Interstitial | _____ Pulmonary TB |
| _____ Pulmonary Fibrosis | _____ Lung Abscess |
| _____ Hypoxemia | _____ Asthma |
| _____ Sarcoidosis | _____ Bronchiolitis |
| _____ Asbestosis | _____ Dyspnea |
| _____ Emphysema | _____ Cystic Fibrosis |

Other chronic/life threatening respiratory conditions: _____

How long has patient had this condition: _____ Last episode: _____

Other comments: _____

Physician Name (Please print) _____

Physician signature/specialty _____

Date: _____ Phone No.: _____

APPLICATION SHOULD BE MAILED OR FAXED FROM THE DOCTOR

**ASSESSMENT
POLICY FOR
SUBDIVISIONS**

ASSESSMENT POLICY FOR SUBDIVISION ROADS

Section I Assessment to Upgrade Roads in Subdivisions

- A. Collin County may upgrade county roads as outlined in Senate Bill 314, Article 6702-3, on a first come basis or as specified by Commissioners' Court provided the initial funds are available or made available to the county. Only roads in recorded subdivisions will be considered for upgrade by assessment.
- B. Commissioners' Court may consider upgrading a road or roads by assessment within subdivisions in un-incorporated areas of Collin County upon receipt of a written request from the Property Owner's Association or individual landowners agreeing to adhere to the following terms prior to construction:
- (a) Donation of additional right-of-way, drainage or utility easements, when required.
 - (b) If a road lies within an unrecorded subdivision, the addition must be approved by Commissioners' Court and a plat filed for record at the County Clerk's Office.
 - (c) Payment for all utility relocations. These costs will not be included in the assessment.
 - (d) Payment for all surveying platting, replatting and legal fees (to include title fees, assignment of liens, etc.). These costs will not be included in the assessment.
 - (e) Payment for all project cost to include materials, equipment and labor. This includes all cost whether by in-house forces or contract.
 - (f) Placement of 10% of the construction cost in an escrow account in a Collin County Bank.
 - (g) Placement of 50% of the utility relocation cost in an escrow account in a Collin County Bank.

Section II Assessment Procedures

- A. After the conditions in Section I have been met, the following procedures are required before the assessment can take place:
- (a) Commissioners' Court must give notice of the proposed improvement and assessment and must hold a public hearing. The notice must be published at least twice in a newspaper of general circulation in the county and shall state that a public hearing will be held to consider whether or not the improvement and assessment will be ordered.

Section II Continued

- (b) Within 10 days of the public hearing, Commissioners' Court shall send by certified mail, a ballot to each owner of real property showing the maximum amount of assessment for each property in the subdivision should a majority of the record owners of real property in the subdivision vote in favor of the proposition.
- (c) If the vote passes, Commissioners' Court may provide the time, terms and conditions of payment and default to the assessment, except that no interest on the payment of the assessment shall be allowed.
- (d) If the vote fails, Commissioners' Court may not order the improvement and assessment, and may not propose the order again until four years after the date the County Clerk declares the results of the vote to Commissioners' Court.
- (e) An assessment shall be secured by a lien against the real property of the assessed property owner.

Section III Appeals

An assessment may be appealed by filing a petition in the district court having jurisdiction in the county not later than the 15th day after the date that a property owner receives an assessment.

Section IV Liens

An assessment shall be secured by a lien against the real property of the assessed property owner. Liens on all property shall remain in place until such time that the entire assessed amount has been paid to Collin County. Property owners are separately, not jointly, liable for their assessed amounts.

Section V Acceptance

When all of the requirements set out in Section I and II of this policy have been met and if funds are available from Collin County the project will be accepted. If it will require an excessive amount of time to relocate the utilities and begin the actual upgrading of the road/roads the Commissioners' Court may direct that a minimum amount of maintenance be performed to assure the health and safety of the property owners.

Section VI Status of Roadway after Acceptance

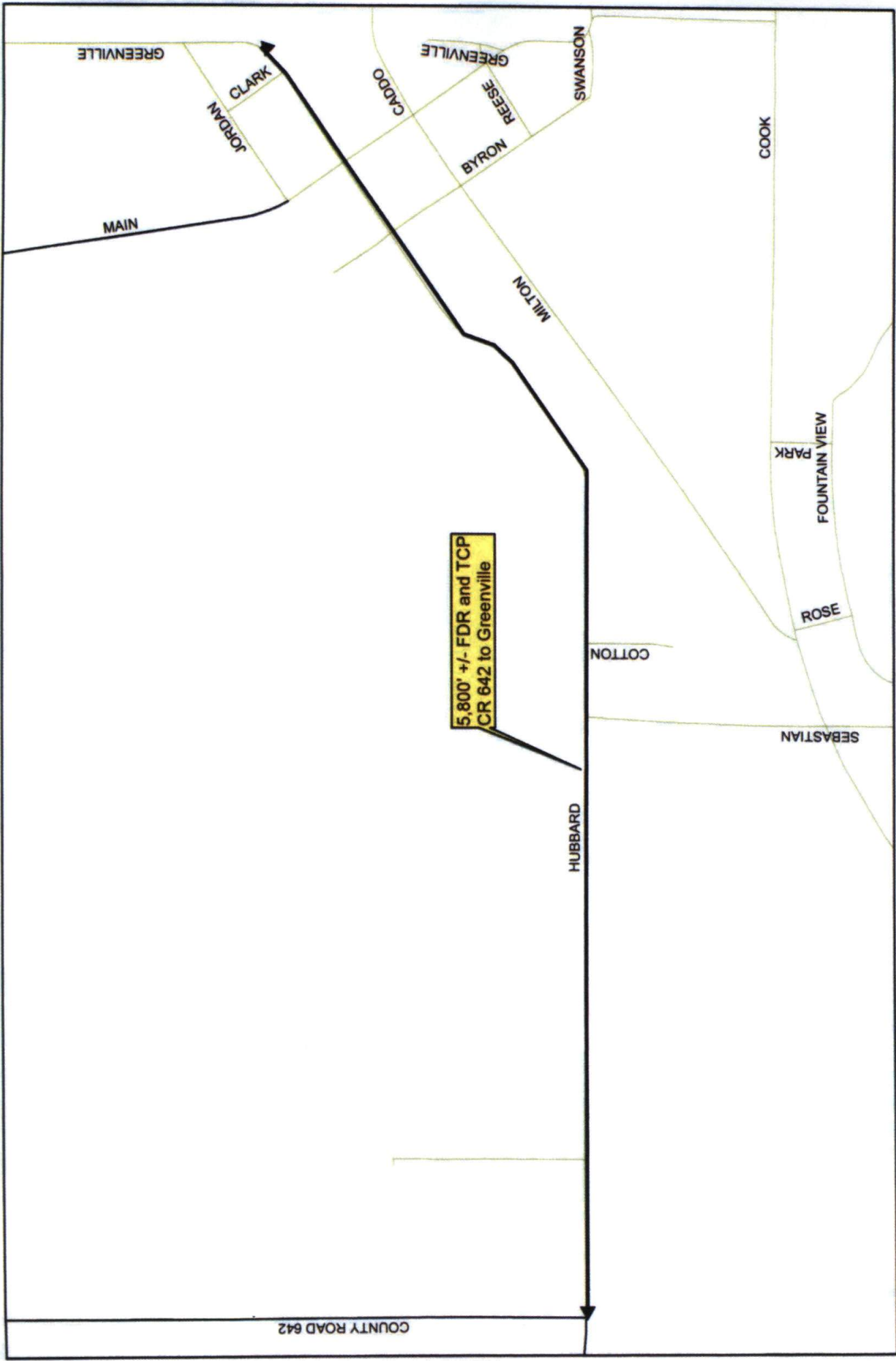
A road improved under this article is a county road, and the county shall maintain the road in accordance with county road standards.

Section VII Reimbursement of Funds

- A. Prior to the actual road upgrading and upon completion of the utility relocation the balance of the utility relocation cost shall be paid to Collin County or the respective utility company. (This includes the 50% escrowed monies plus the remaining 50% balance of the relocation cost)**
- B. Upon completion of the upgrading, the 10% escrowed monies shall be reimbursed to Collin County.**
- C. The 90% balance of the project cost including construction and other related cost as noted in Section I of this policy shall be the total assessed amount and shall be collected by the county over an amortized period, not to exceed sixty months.**

EXHIBIT "B"

ROAD IMPROVEMENTS MAP AND DOCUMENTATION
CONSTITUTING THE PROJECT



5,800' +/- FDR and TCP
CR 642 to Greenville



HUBBARD- City of Josephine
Entire project is within City of Josephine City Limits



City of Josephine:

Hubbard:

FDR/TCP/Stripe: 21 ft. Road Width (varies)

EXTENT: (From CR 642 to Greenville) 1.10 Mile

Distance totally within city: 1.10 Mile
(Total cost of equipment, labor & materials)

COST TO FDR/TCP/Stripe: \$212,010*

*Material testing to establish proctor and subsequent testing as requested by city. Cost may increase depending on additional testing request. Cost to be borne by the City of Josephine.

EXHIBIT "C"

COST ESTIMATE AND CITY PAYMENT SCHEDULE

Payment Schedule for City of Josephine - Roads 07-02-2018

Payment Plan

| Inputs | |
|-----------------------|--------------|
| Loan Amount | \$212,010.00 |
| Annual Interest Rate | 2.80% |
| Amortization Period | 60 months |
| # of Regular Payments | 60 months |
| Begin Date | 8/1/2018 |

| Assumptions | |
|------------------------------|-----------|
| * Interest compounds monthly | |
| * Annual Payments: | |
| FY 2018 | 3,790.73 |
| FY 2019 | 45,488.76 |
| FY 2020 | 45,488.76 |
| FY 2021 | 45,488.76 |
| FY 2022 | 45,488.76 |
| FY 2023 | 41,697.98 |

| Summary | |
|---------------------|---------------|
| Total Payments | \$ 227,443.75 |
| Total Interest Paid | \$ 15,433.75 |

227,443.75

Amortization Schedule

| Month | Date | Payment | Interest | Principal | Balance | |
|---------|----------|-----------|----------|-----------|---------------|------------|
| | 8/1/2018 | - | - | - | \$ 212,010.00 | |
| FY 2018 | 1 | 9/1/2018 | 3,790.73 | 494.69 | 3,296.04 | 208,713.96 |
| | 2 | 10/1/2018 | 3,790.73 | 487.00 | 3,303.73 | 205,410.23 |
| | 3 | 11/1/2018 | 3,790.73 | 479.29 | 3,311.44 | 202,098.79 |
| | 4 | 12/1/2018 | 3,790.73 | 471.56 | 3,319.17 | 198,779.62 |
| | 5 | 1/1/2019 | 3,790.73 | 463.82 | 3,326.91 | 195,452.71 |
| | 6 | 2/1/2019 | 3,790.73 | 456.06 | 3,334.67 | 192,118.04 |
| | 7 | 3/1/2019 | 3,790.73 | 448.28 | 3,342.45 | 188,775.59 |
| | 8 | 4/1/2019 | 3,790.73 | 440.48 | 3,350.25 | 185,425.34 |
| | 9 | 5/1/2019 | 3,790.73 | 432.66 | 3,358.07 | 182,067.27 |
| | 10 | 6/1/2019 | 3,790.73 | 424.82 | 3,365.91 | 178,701.36 |
| | 11 | 7/1/2019 | 3,790.73 | 416.97 | 3,373.76 | 175,327.60 |
| | 12 | 8/1/2019 | 3,790.73 | 409.10 | 3,381.63 | 171,945.97 |
| FY 2019 | 13 | 9/1/2019 | 3,790.73 | 401.21 | 3,389.52 | 168,556.45 |
| | 14 | 10/1/2019 | 3,790.73 | 393.30 | 3,397.43 | 165,159.02 |
| | 15 | 11/1/2019 | 3,790.73 | 385.37 | 3,405.36 | 161,753.66 |
| | 16 | 12/1/2019 | 3,790.73 | 377.43 | 3,413.30 | 158,340.36 |
| | 17 | 1/1/2020 | 3,790.73 | 369.46 | 3,421.27 | 154,919.09 |
| | 18 | 2/1/2020 | 3,790.73 | 361.48 | 3,429.25 | 151,489.84 |
| | 19 | 3/1/2020 | 3,790.73 | 353.48 | 3,437.25 | 148,052.59 |
| | 20 | 4/1/2020 | 3,790.73 | 345.46 | 3,445.27 | 144,607.32 |
| | 21 | 5/1/2020 | 3,790.73 | 337.42 | 3,453.31 | 141,154.01 |
| | 22 | 6/1/2020 | 3,790.73 | 329.36 | 3,461.37 | 137,692.64 |
| | 23 | 7/1/2020 | 3,790.73 | 321.28 | 3,469.45 | 134,223.19 |
| | 24 | 8/1/2020 | 3,790.73 | 313.19 | 3,477.54 | 130,745.65 |
| FY 2020 | 25 | 9/1/2020 | 3,790.73 | 305.07 | 3,485.66 | 127,259.99 |
| | 26 | 10/1/2020 | 3,790.73 | 296.94 | 3,493.79 | 123,766.20 |
| | 27 | 11/1/2020 | 3,790.73 | 288.79 | 3,501.94 | 120,264.26 |
| | 28 | 12/1/2020 | 3,790.73 | 280.62 | 3,510.11 | 116,754.15 |
| | 29 | 1/1/2021 | 3,790.73 | 272.43 | 3,518.30 | 113,235.85 |
| | 30 | 2/1/2021 | 3,790.73 | 264.22 | 3,526.51 | 109,709.34 |

Payment Schedule for City of Josephine - Roads 07-02-2018

| | | Month | Date | Payment | Interest | Principal | Balance |
|---------|-----------|--------------|-------------|----------------|-----------------|------------------|----------------|
| | | 31 | 3/1/2021 | 3,790.73 | 255.99 | 3,534.74 | 106,174.60 |
| | | 32 | 4/1/2021 | 3,790.73 | 247.74 | 3,542.99 | 102,631.61 |
| | | 33 | 5/1/2021 | 3,790.73 | 239.47 | 3,551.26 | 99,080.35 |
| | | 34 | 6/1/2021 | 3,790.73 | 231.19 | 3,559.54 | 95,520.81 |
| | | 35 | 7/1/2021 | 3,790.73 | 222.88 | 3,567.85 | 91,952.96 |
| | | 36 | 8/1/2021 | 3,790.73 | 214.56 | 3,576.17 | 88,376.79 |
| | | 37 | 9/1/2021 | 3,790.73 | 206.21 | 3,584.52 | 84,792.27 |
| FY 2021 | 45,488.76 | 38 | 10/1/2021 | 3,790.73 | 197.85 | 3,592.88 | 81,199.39 |
| | | 39 | 11/1/2021 | 3,790.73 | 189.47 | 3,601.26 | 77,598.13 |
| | | 40 | 12/1/2021 | 3,790.73 | 181.06 | 3,609.67 | 73,988.46 |
| | | 41 | 1/1/2022 | 3,790.73 | 172.64 | 3,618.09 | 70,370.37 |
| | | 42 | 2/1/2022 | 3,790.73 | 164.20 | 3,626.53 | 66,743.84 |
| | | 43 | 3/1/2022 | 3,790.73 | 155.74 | 3,634.99 | 63,108.85 |
| | | 44 | 4/1/2022 | 3,790.73 | 147.25 | 3,643.48 | 59,465.37 |
| | | 45 | 5/1/2022 | 3,790.73 | 138.75 | 3,651.98 | 55,813.39 |
| | | 46 | 6/1/2022 | 3,790.73 | 130.23 | 3,660.50 | 52,152.89 |
| | | 47 | 7/1/2022 | 3,790.73 | 121.69 | 3,669.04 | 48,483.85 |
| | | 48 | 8/1/2022 | 3,790.73 | 113.13 | 3,677.60 | 44,806.25 |
| | | 49 | 9/1/2022 | 3,790.73 | 104.55 | 3,686.18 | 41,120.07 |
| FY 2022 | 45,488.76 | 50 | 10/1/2022 | 3,790.73 | 95.95 | 3,694.78 | 37,425.29 |
| | | 51 | 11/1/2022 | 3,790.73 | 87.33 | 3,703.40 | 33,721.89 |
| | | 52 | 12/1/2022 | 3,790.73 | 78.68 | 3,712.05 | 30,009.84 |
| | | 53 | 1/1/2023 | 3,790.73 | 70.02 | 3,720.71 | 26,289.13 |
| | | 54 | 2/1/2023 | 3,790.73 | 61.34 | 3,729.39 | 22,559.74 |
| | | 55 | 3/1/2023 | 3,790.73 | 52.64 | 3,738.09 | 18,821.65 |
| | | 56 | 4/1/2023 | 3,790.73 | 43.92 | 3,746.81 | 15,074.84 |
| | | 57 | 5/1/2023 | 3,790.73 | 35.17 | 3,755.56 | 11,319.28 |
| | | 58 | 6/1/2023 | 3,790.73 | 26.41 | 3,764.32 | 7,554.96 |
| | | 59 | 7/1/2023 | 3,790.73 | 17.63 | 3,773.10 | 3,781.86 |
| | | 60 | 8/1/2023 | 3,790.73 | 8.82 | 3,781.91 | -0.05 |
| FY 2023 | 41,697.98 | 61 | 9/1/2023 | -0.05 | 0.00 | -0.05 | 0.00 |