

THE STATE OF TEXAS

BUDGET AMENDMENT FY2005-003  
 AGREEMENTS  
 INTERLOCAL AGREEMENT  
 CITY OF PLANO  
 US 75 RAMP IMPROVEMENTS  
 ENGINEERING

COUNTY OF COLLIN

On **October 12, 2004**, 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 approval of the attached Interlocal Agreement with the City of Plano for the design and engineering services of the US 75 Ramp Improvements and budget adjustment of \$338,503 for same.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the attached Interlocal Agreement with the City of Plano for the design and engineering services of the US 75 Ramp Improvements and budget adjustment of \$338,503 for same. Same is hereby approved as per the attached documentation.

From: Other Services/Charges / Program Contingencies	409-1001-415-6080	\$338,503
To: Other Services/Charges / Road Participation	409-9005-603-7104 03045	\$338,503



  
 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

# COMMISSIONERS' COURT AGENDA REQUEST FORM

REQUESTS MUST BE RECEIVED NO LATER THAN 12:00 PM

ON THE TUESDAY PRIOR TO THE MONDAY MEETING.

This space for Court Clerk  
**RECEIVED**  
**COMMISSIONER'S COURT**

2004 OCT -4 PM 3:38

**AGENDA NUMBER:**

REGULAR X

CONSENT \_\_\_\_\_

**INSTRUCTIONS ON THE REVERSE**

## REQUESTING DEPARTMENT

Date: September 30.

2004

Court Date:

October 12, 2004

Phone/Ext:

3728

Department:

Engineering

Description of Agenda Item:

Approval Interlocal Agreement County and City of Plano for Engineering US 75 Ramp Improvements.

2003 Bond Project #03-45

DEPARTMENT HEAD  
SIGNATURE:

*Queen E. Delgado*

MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget: Yes

No

Amount Budgeted: \$338,503

(or needed)

Account Number: 409-9005-603-7104

PROJ 03045

SD 10/1

## PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s):

CHECK TWO OF THE BELOW

ADVERTISE

BIDS

AWARD

PROPOSALS

BOND REQUIRED:

ANNUAL ACTION:

AD DATES:

INS. REQ'D:

EFFECTIVE:

OPEN DATE/TIME:

Item Description for Agenda: Commissioners' Court consideration and approval of Interlocal Agreement with the City of Plano for the design and engineering services of the US 75

Remarks: Ramp Improvements. The County's portion will be \$338,502.50

PURCHASING AGENT  
SIGNATURE:

*Franklin Zharbo*

RECEIVED  
COUNTY CLERK  
OCT 11 PM 3:42  
ac

## AUDITOR'S OFFICE ACTION & COMMENTS

BUDGET/FUNDING VERIFICATION

BUDGETED

UNBUDGETED

FUNDS NOT AVAILABLE

FUNDS AVAILABLE

ACCOUNT NUMBER FOR AVAILABLE FUNDS

(Needed for Agenda Submission)

409-1001-415-6080

BUDGET AMENDMENT REQUIRED

NON-EMERGENCY, Sec 111.011 LGC

EMERGENCY, Sec 111.010 LGC

FUNDS TRANSFER RECOMMENDATION

AMOUNT

DEPARTMENT NAME

ACCOUNT NUMBER

\$ From

\$338,503

From

Unintd. Tax Rd. Bds. '04-Program Cont.

409-1001-415-6080

\$338,603

To

Board Participation

409-1001-603-7104

\$ To

9005 11

Remarks:

COUNTY AUDITOR  
SIGNATURE:

*Paul H.*

## BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

Budget Adjust From 409-1001-415-6080

To 409-9005-603-7104 PROJ 03045

BUDGET OFFICER  
SIGNATURE:

*Rodney Rhodes/JD*

RECEIVED  
COUNTY CLERK  
OCT 14 PM 9:23  
03045

11/2/04

# MEMORANDUM

September 30, 2004

To: Commissioners Court

Fr: Ruben E. Delgado, P.E.  
Director of Engineering



Re: Approval Interlocal Agreement (ILA), City of Plano  
**Design of the U.S. 75 Ramp improvements**  
2003 Bond Project #03-45-Location Map Attached

The City of Plano requests Commissioners Court consider approval of the attached Interlocal Agreement for the Design and Engineering of the **US 75 Ramp Improvements Project**. The 2003 bond program allocated \$4,000,000 as the county's one-half ( $\frac{1}{2}$ ) cost participation of the total estimated project cost of \$8,000,000.

The 2003 bond program timeline slated the US 75 project for construction funding for 2006. To adhere as much as possible to that projected year, the city requests the county advance 50% of the engineering. This ILA only covers engineering costs which are a total of \$657,005.00. The City of Plano and Collin County will share equally in the engineering fee or \$328,502.50 each.

The proposed improvements may be briefly described as reversal of the existing on ramps to off ramps and the off ramps to on ramps. The project limits are from Plano Parkway to Spring Creek Parkway –see attached illustrative drawing describing the US 75 corridor project.

The City will administer the project engineering. The county will disburse funds 50% at the time the city issues the notice to proceed with engineering and the remaining 50% when the engineering and design is completed. The \$338, 502.50 will be deducted from the county's share of the project. The remaining county participation will be \$3,671,497.50.

## **ACTION**

We request Commissioners Court favorably consider approval of the attached ILA.

Xc: Bill Bilyeu  
Rodney Rhoades



**U.S. - 75 Corridor Project**  
Plano Pkwy. to Spring Creek Pkwy)

8/30/04

**Project Goals**

- Reduce traffic congestion; minimize local access impacts
- Improve traffic safety, traffic flow, and air quality
- Involve local businesses and the public (4 public meetings)
- Develop improvement alternatives
- Work with TxDOT, NCTCOG, Collin County, NTTA, DART

**Project Facts**

- Corridor has 6M SF of commercial development
- US 75 mainlane volumes
  - Existing: 155,000 VPD
  - Future: 200,000 VPD
- Corridor will need additional throughput capacity in future
- Ramp improvements alone will significantly improve traffic flow
- Ramp improvements can be constructed quicker than mainlane improvements
  - Ramp improvements estimated cost = \$8M
  - Interchange improvement estimated cost = \$18M
- Plano City Council approved design concepts February 2002

**Pending Activities**

**Ramp Improvements:**

- Schematic Design completed. Pending TxDOT approval
- Environmental Assessment completed. Pending TxDOT approval
- Construction may start early 2006

**Parker Road Interchange:**

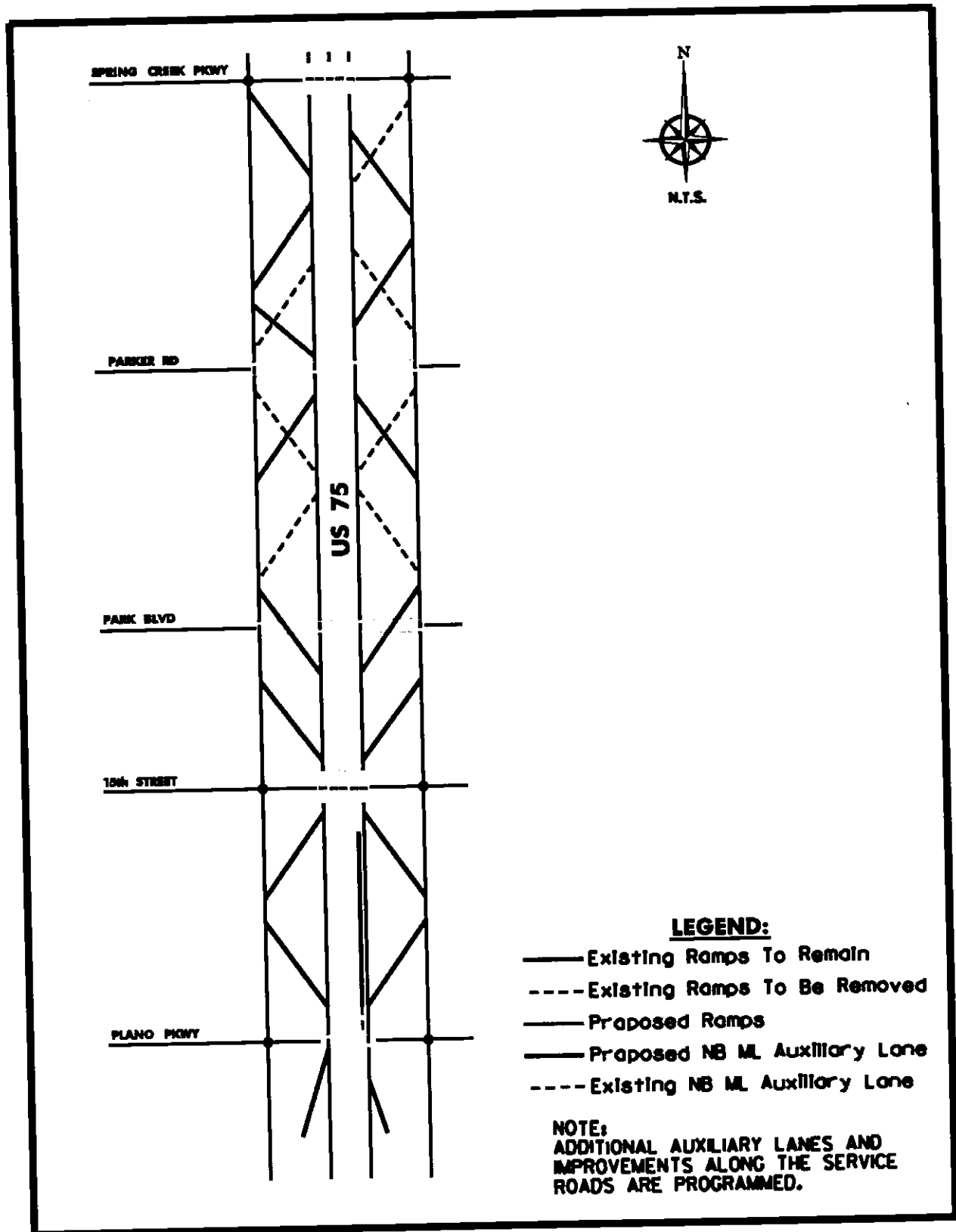
- Preliminary design concepts complete; schematic design in 6 months.

**Project Funding:**

Final funding strategy for both projects pending.

- Participation by Collin County, NCTCOG, TxDOT, Plano

**SUMMARY OF PROPOSED MODIFICATIONS  
PLANO'S US 75 RAMP IMPROVEMENT PROJECT  
JUNE 2004**



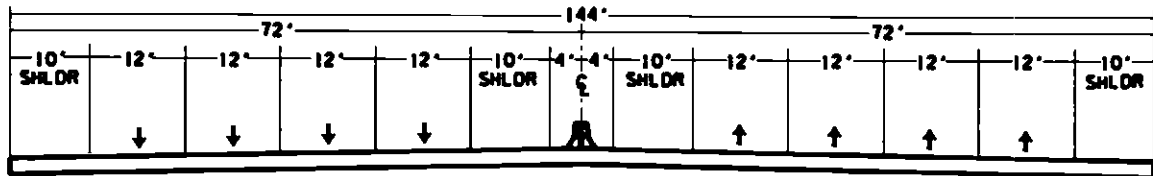
**JACOBS**

# US 75 RAMP IMPROVEMENT PROJECT

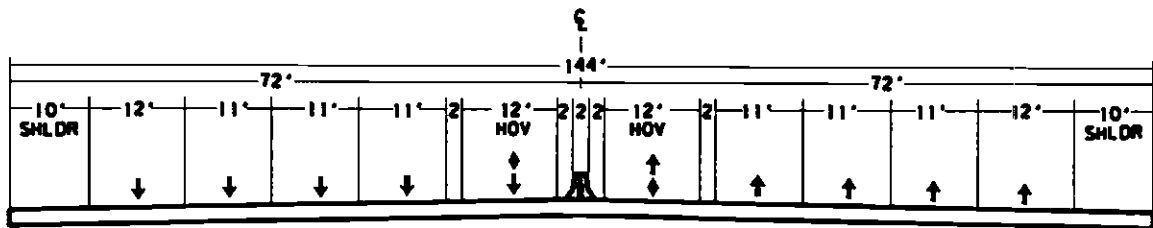
## CROSS-SECTIONS

City of Plano

March 2004



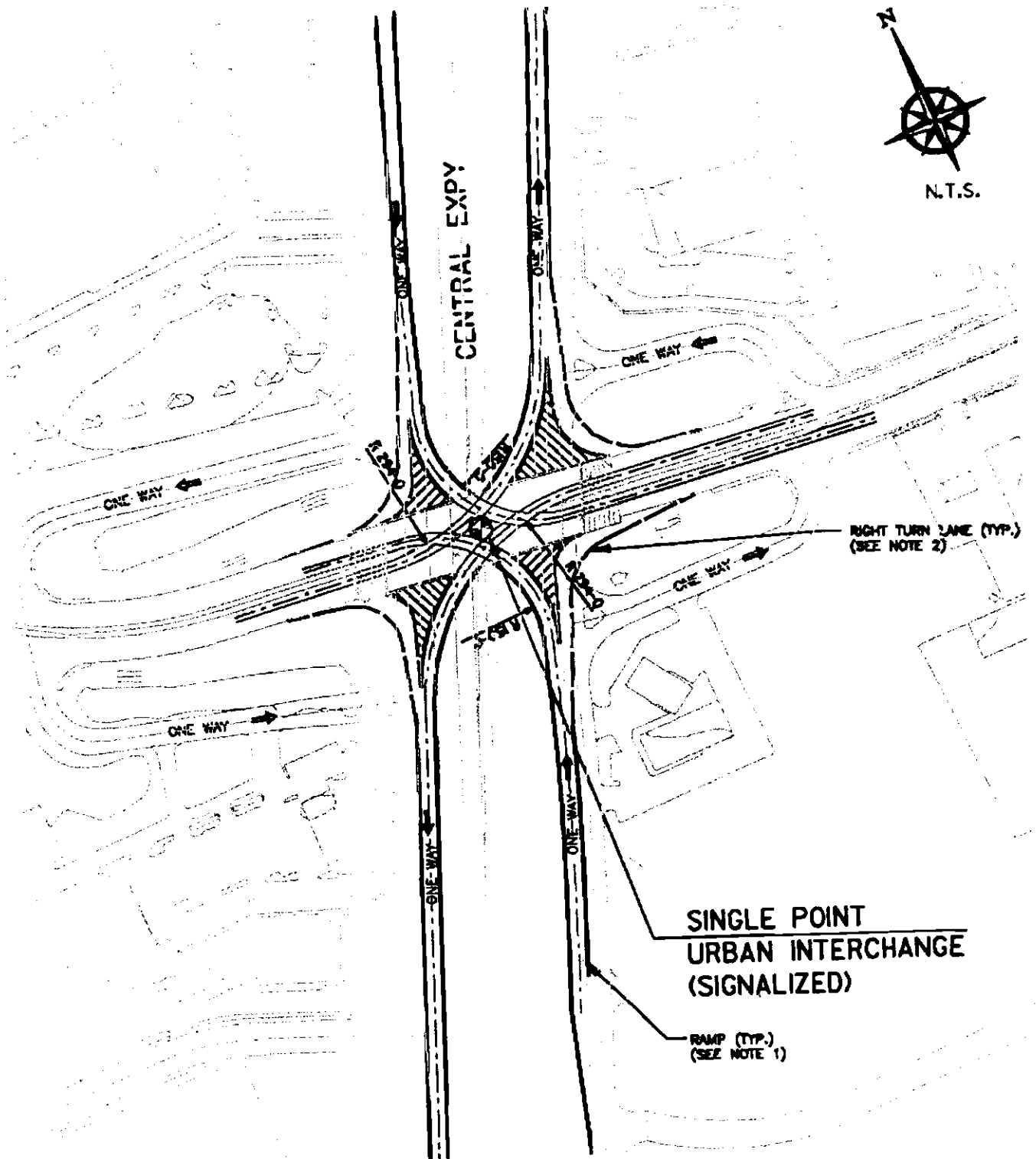
**US 75 MAIN LANES - EXISTING CONDITION**



**US 75 MAIN LANES - FUTURE HOV**

**JACOBS**

**PROPOSED  
SINGLE-POINT URBAN INTERCHANGE (SPUI)  
PARKER ROAD / US 75**





October 6, 2004

*Pat Evans*  
Mayor

*Shep Stahel*  
Mayor Pro Tem

*Ken Lambert*  
Deputy Mayor Pro Tem

*Scott Johnson*  
Place 2

*Phil Dyer*  
Place 3

*Sally Magnuson*  
Place 4

*Steve Stovall*  
Place 5

*Jean Callison*  
Place 7

Thomas H. Muehlenbeck  
City Manager

Mr. Ruben E. Delgado, P.E.  
Director of Engineering  
Collin County Engineering Dept.  
825 N. McDonald, Suite 160  
McKinney, Texas 75069

**Re: Interlocal Agreement between Collin County and the City  
of Plano – Design of the US 75 Ramp Improvement Project**

Dear Mr. Delgado:

On September 27, 2004, City Council approved the enclosed Interlocal Agreement between Collin County and the City of Plano for the referenced project. Enclosed are four (4) signed copies of the agreement, along with certified copies of City of Plano Resolution 2004-9-24(R). Please have all copies of the agreement executed on behalf of Collin County and return one fully executed agreement to my attention for our records.

Sincerely,

Alan L. Upchurch, P.E.  
City Engineer

Is

Encs.





## NOTICE OF CERTIFICATION

**Pat Evans**  
Mayor

**Shep Stahel**  
Mayor Pro Tem

**Ken Lambert**  
Deputy Mayor Pro Tem

**Scott Johnson**  
Place 2

**Phil Dyer**  
Place 3

**Sally Magnuson**  
Place 4

**Steve Stovall**  
Place 5


**Jean Callison**  
Place 7

**Thomas H. Muehlenbeck**  
City Manager

I, Elaine Bealke, City Secretary, City of Plano, Texas, do hereby certify that the attached document is a true and correct copy of Ordinance No. 2004-9-24 (R) duly passed and adopted on September 27, 2004 by the Plano City Council, as the same appears of record and filed among the official records in the Office of the City Secretary, and that I am the official custodian of same.

WITNESS MY HAND AND OFFICIAL SEAL this

1st day of October, 2004.

  
for: Elaine Bealke, City Secretary

m:\ordcert.doc

**RESOLUTION NO. 2004-9-24(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND COLLIN COUNTY, TEXAS, FOR THE DESIGN OF THE US 75 RAMP IMPROVEMENT PROJECT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

**WHEREAS**, the City Council has been presented a proposed Interlocal Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for the design of the US 75 Ramp Improvement project, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an Executive Director shall be authorized to execute it on behalf of the City of Plano.

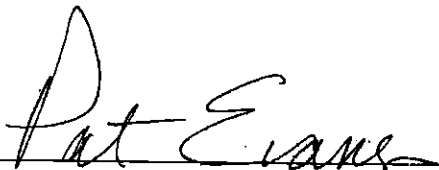
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

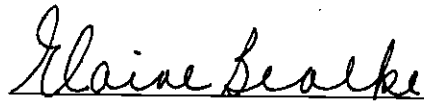
**Section II.** The City Manager or, in his absence, an Executive Director is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section III.** This Resolution shall become effective immediately upon its passage.

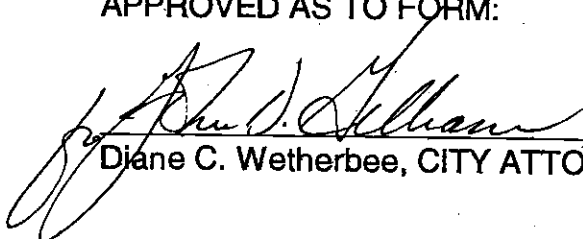
**DULY PASSED AND APPROVED** this the 27<sup>th</sup> day of September, 2004.

  
Pat Evans, MAYOR

ATTEST:

  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

  
Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING THE DESIGN OF THE U.S. 75 RAMP IMPROVEMENT PROJECT**

**2003 BOND PROJECT #0345**

**WHEREAS**, the County of Collin, Texas ("County") and the City of Plano, Texas ("City") desire to enter into an agreement concerning the design of the U.S. 75 Ramp Improvement project (the "Project") in Plano, Collin County, Texas; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

**NOW, THEREFORE**, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated here.

**WITNESSETH:**

**ARTICLE I.**

The City shall arrange the design of the U.S. 75 Ramp Improvement project. The Project shall consist of multiple ramp relocations along U.S. 75 from George Bush Tollway to Spring Creek Parkway. All improvements shall be designed to meet or exceed the current Texas Department of Transportation (TxDOT) design standards and shall be constructed in accordance with the plans and specifications approved by the City and TxDOT.

**ARTICLE II.**

The City shall retain the services of a professional engineer to prepare the plans and specifications for the Project in accordance with TxDOT guidelines. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed design contract(s) for the Project.

**ARTICLE III.**

The City will acquire no real property in the vicinity of the improvements for use as right-of-way.

#### **ARTICLE IV.**

The City estimates the total actual cost of the design to be \$657,005.00. The County agrees to fund one-half of the total cost to design the improvements in an amount not to exceed \$328,502.50. The County shall remit 50% of this amount, \$164,251.25, to the City within thirty (30) days after the City issues a Notice to Proceed to the engineer and the City requests payment. The County will remit the remaining 50% within thirty (30) days after receipt of notice from the City that the project is complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to design the Project is less than the estimated amount set forth herein, the City shall remit to the County 50% of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project.

#### **ARTICLE V.**

If the total cost to design the Project exceeds the amount estimated in Article IV above, the County and City shall share the excess costs equally; however, the County's participation in the Project shall not exceed \$328,502.50.

#### **ARTICLE VI.**

The City and the County acknowledge that funding for the construction of the Project may come from multiple agencies such as NCTCOG, TxDOT, Plano and County. As such funds are not finalized, County commits to hold the remainder of the \$4,000,000 allocated per the 2003 Collin County Bond Program for this project. If after final funding is allocated, County and City agree that any remaining funds may be reallocated to a mutually agreed upon project.

#### **ARTICLE VII.**

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

#### **ARTICLE VIII.**

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

#### **ARTICLE IX.**

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death),

property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

#### **ARTICLE X.**

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

#### **ARTICLE XI.**

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

#### **ARTICLE XII.**

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

#### **ARTICLE XIII.**

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

#### **ARTICLE XIV.**

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

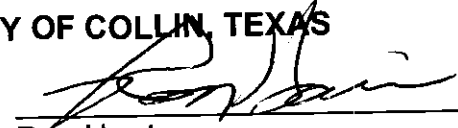
## ARTICLE XV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

### APPROVED AS TO FORM:


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### COUNTY OF COLLIN, TEXAS

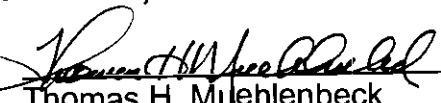
By:   
Name: Ron Harris  
Title: County Judge  
Date: 10-18-2004

Executed on this 18th date of  
October, 2004, by the  
County of Collin, pursuant to  
Commissioners' Court Order No.  
2004-846-10-12

### ATTEST:

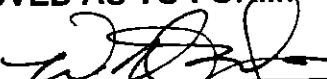
By:   
Name: Elaine Bealke  
Title: City Secretary  
Date: 10-5-04

### CITY OF PLANO, TEXAS

By:   
Name: Thomas H. Muehlenbeck  
Title: City Manager  
Date: 10/10/04

Executed on behalf of the City of Plano  
pursuant to City Council Resolution No.  
2004-9-24 (R)

### APPROVED AS TO FORM:

By:   
Name: Diane Wetherbee  
Title: City Attorney  
Date: 2/20/04