

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF LAVON
CONCERNING THE RECONSTRUCTION OF LAKE ROAD (CR486)**

WHEREAS, the County of Collin, Texas ("County") and the City of Lavon, Texas ("City") desire to enter into an agreement concerning the reconstruction of Lake Road (CR486) the ("Project") in 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 herein.

WITNESSETH:

ARTICLE I.

The County shall arrange to construct improvements to Lake Road (CR486) (Exhibit "B"), hereinafter called the "Project". The Project shall consist of reconstructing the road from State Highway 78 to approximately Three Hundred (300) feet north of Meadow View Drive, a distance of approximately one (1) mile by using full depth reclamation due to the deterioration of the sub-grade.

ARTICLE II.

The County estimates the total actual cost of the project to be \$210,000.00. The County agrees to fully fund the total cost to construct the improvements in an amount not to exceed \$210,000.00. The City shall reimburse the County the total cost of construction over a five (5) year period at an annual interest rate of 5.38% per Exhibit "A". Following completion of the Project, the County shall provide a final accounting of expenditures for the Project. The Commissioners Court may revise this payment schedule based on the progress of the Project. If the actual cost to construct the Project is more than the estimated amount set forth herein, or should the Project come in under the estimated cost, the payment schedule attached as Exhibit "A" shall be adjusted accordingly.

ARTICLE III.

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

ARTICLE IV.

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 V.

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 VI.

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 VII.

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 VIII.

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

ARTICLE IX.

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 X.

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.

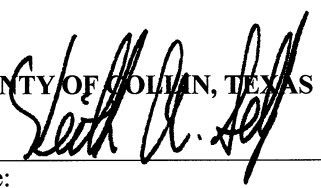
ARTICLE XI.

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

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: 
Name: _____
Title: County Judge
Date: 4/1/10

Executed on this 1st day of April
2010, by the County of Collin,
pursuant to Commissioners' Court
Order No. 2010-151-02-15.

ATTEST:

By: Linda Arcis
Name: Linda Arcis
Title: City Secretary
Date: 4-6-10

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney
Date: _____

CITY OF LAVON, TEXAS

By: Norma Martin
Name: Norma Martin
Title: City Manager
Date: 4-6-10
Executed on behalf of the City of
Lavon pursuant to City Council
Resolution No. 2-9-10 approved
by vote

City of Lavon Payment Plan

Inputs

Loan Amount	\$210,000	
Annual Interest Rate	5.38%	
Amortization Period	60	months
# of Regular Payments	60	months
Begin Date	5/1/2010	

Summary

	Annual	Monthly
1st Year Principal Payment	\$25,000.00	\$2,083.33
2nd Year Principal Payment	\$40,000.00	\$3,333.33
3rd Year Principal Payment	\$45,000.00	\$3,750.00
4th Year Principal Payment	\$50,000.00	\$4,166.67
5th Year Principal Payment	\$50,000.00	\$4,166.67

Total Payments	\$ 241,943.76
Total Interest Paid	\$ 31,943.76

Amortization Schedule

Month	Date	Payment	Interest	Principal	Balance
	5/1/2010				\$ 210,000.00
1	6/1/2010	3,024.83	941.50	2,083.33	207,916.67
2	7/1/2010	3,015.49	932.16	2,083.33	205,833.33
3	8/1/2010	3,006.15	922.82	2,083.33	203,750.00
4	9/1/2010	2,996.81	913.48	2,083.33	201,666.67
5	10/1/2010	2,987.47	904.14	2,083.33	199,583.33
6	11/1/2010	2,978.13	894.80	2,083.33	197,500.00
7	12/1/2010	2,968.79	885.46	2,083.33	195,416.67
8	1/1/2011	2,959.45	876.12	2,083.33	193,333.33
9	2/1/2011	2,950.11	866.78	2,083.33	191,250.00
10	3/1/2011	2,940.77	857.44	2,083.33	189,166.67
11	4/1/2011	2,931.43	848.10	2,083.33	187,083.33
12	5/1/2011	2,922.09	838.76	2,083.33	185,000.00
13	6/1/2011	4,162.75	829.42	3,333.33	181,666.67
14	7/1/2011	4,147.80	814.47	3,333.33	178,333.33
15	8/1/2011	4,132.86	799.53	3,333.33	175,000.00
16	9/1/2011	4,117.91	784.58	3,333.33	171,666.67
17	10/1/2011	4,102.97	769.64	3,333.33	168,333.33
18	11/1/2011	4,088.02	754.69	3,333.33	165,000.00
19	12/1/2011	4,073.08	739.75	3,333.33	161,666.67
20	1/1/2012	4,058.14	724.81	3,333.33	158,333.33
21	2/1/2012	4,043.19	709.86	3,333.33	155,000.00
22	3/1/2012	4,028.25	694.92	3,333.33	151,666.67
23	4/1/2012	4,013.30	679.97	3,333.33	148,333.33
24	5/1/2012	3,998.36	665.03	3,333.33	145,000.00
25	6/1/2012	4,400.08	650.08	3,750.00	141,250.00
26	7/1/2012	4,383.27	633.27	3,750.00	137,500.00

Month	Date	Payment	Interest	Principal	Balance
27	8/1/2012	4,366.46	616.46	3,750.00	133,750.00
28	9/1/2012	4,349.65	599.65	3,750.00	130,000.00
29	10/1/2012	4,332.83	582.83	3,750.00	126,250.00
30	11/1/2012	4,316.02	566.02	3,750.00	122,500.00
31	12/1/2012	4,299.21	549.21	3,750.00	118,750.00
32	1/1/2013	4,282.40	532.40	3,750.00	115,000.00
33	2/1/2013	4,265.58	515.58	3,750.00	111,250.00
34	3/1/2013	4,248.77	498.77	3,750.00	107,500.00
35	4/1/2013	4,231.96	481.96	3,750.00	103,750.00
36	5/1/2013	4,215.15	465.15	3,750.00	100,000.00
37	6/1/2013	4,615.00	448.33	4,166.67	95,833.33
38	7/1/2013	4,596.32	429.65	4,166.67	91,666.67
39	8/1/2013	4,577.64	410.97	4,166.67	87,500.00
40	9/1/2013	4,558.96	392.29	4,166.67	83,333.33
41	10/1/2013	4,540.28	373.61	4,166.67	79,166.67
42	11/1/2013	4,521.60	354.93	4,166.67	75,000.00
43	12/1/2013	4,502.92	336.25	4,166.67	70,833.33
44	1/1/2014	4,484.24	317.57	4,166.67	66,666.67
45	2/1/2014	4,465.56	298.89	4,166.67	62,500.00
46	3/1/2014	4,446.88	280.21	4,166.67	58,333.33
47	4/1/2014	4,428.20	261.53	4,166.67	54,166.67
48	5/1/2014	4,409.52	242.85	4,166.67	50,000.00
49	6/1/2014	4,390.84	224.17	4,166.67	45,833.33
50	7/1/2014	4,372.16	205.49	4,166.67	41,666.67
51	8/1/2014	4,353.48	186.81	4,166.67	37,500.00
52	9/1/2014	4,334.79	168.12	4,166.67	33,333.33
53	10/1/2014	4,316.11	149.44	4,166.67	29,166.67
54	11/1/2014	4,297.43	130.76	4,166.67	25,000.00
55	12/1/2014	4,278.75	112.08	4,166.67	20,833.33
56	1/1/2015	4,260.07	93.40	4,166.67	16,666.67
57	2/1/2015	4,241.39	74.72	4,166.67	12,500.00
58	3/1/2015	4,222.71	56.04	4,166.67	8,333.33
59	4/1/2015	4,204.03	37.36	4,166.67	4,166.67
60	5/1/2015	4,185.35	18.68	4,166.67	0.00
		241,943.76	31,943.76	210,000.00	

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