

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

**VOLUNTARY INTERLOCAL COOPERATION AGREEMENT  
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS**

**THIS AGREEMENT** is made by and through the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called "State" and the Local Governments of The Colony, Coppell, Corinth, Lake Dallas and the Town of Hickory Creek, municipal corporations, hereinafter called "Local Governments" and the City of Lewisville, a municipal corporation, hereinafter called "Administrator", acting by through their respective duly authorized officers

**W I T N E S S E T H**

**WHEREAS**, the State, the County and the City desire to cooperate to maintain and efficiently operate certain traffic signals located along the State Highway System within their respective jurisdictions, hereinafter the "Project"; and,

**WHEREAS**, under 43TAC§25.5, the State is responsible for maintaining and operating traffic signals on IH 35E, SH 121, FM 423 & FM 2181 within the City limits of the Local Governments; and,

**WHEREAS**, the State is responsible for maintaining and operating adjacent traffic signals on the Project outside the City's limits, but within the County's law enforcement jurisdiction; and,

**WHEREAS**, the State, the Local Governments, and the Administrator wish to cooperate and coordinate their efforts to operate an efficient traffic signal system with optimum progression of traffic light synchronization across each jurisdiction, consistent with the authority and purposes of Texas Government Code Chapter 791 relating to interlocal cooperation agreements and Texas Transportation Code §221.002 relating to agreements with municipalities; and,

**WHEREAS**, the State, the Local Government, and the Administrator agree that, in order to improve response time, to repair malfunctioning traffic signals and to improve traffic signal progression at the Project sites, the Administrator shall be authorized to supervise and be responsible for the operating performance, administration and maintenance of the State's traffic signals on the subject highway within the Local Government's city limit and law enforcement jurisdiction but outside the Administrator's city limit and law enforcement jurisdiction, as listed on Exhibit 1; and

**WHEREAS**, the Administrator agrees to maintain and operate the designated signalized intersections with the State reimbursing the Administrator for all maintenance and operations costs as more fully described in Exhibits 2 and 3, attached hereto and made a part of this Agreement, and,

**WHEREAS;** the Administrator and the Local Governments have adopted a resolution or ordinance by their respective governing bodies that authorize the Administrator and the Local Government to enter into this Agreement, which are all attached hereto and made a part hereof as Exhibit 4.

**NOW, THEREFORE,** in consideration of the premises and of the mutual covenants and agreements of the parties hereto and to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

## **AGREEMENT**

### **Article 1 - Contract Period**

This Agreement becomes effective when fully executed by the last party whose signing makes this Agreement fully executed and shall renew annually, subject to the availability of funding. This Agreement shall remain in full force and effect unless modified by mutual agreement by all parties or terminated in accordance with Article 7, Termination.

### **Article 2 - Administrator's Responsibilities**

State, Local Governments and Administrator agree that Administrator shall have the following responsibilities, obligations and duties pursuant to this Agreement:

- (a) Administrator shall provide a trained staff to maintain and operate the traffic signals at locations as shown on Exhibit 1 on the state highway system within the jurisdictional limits of the Local Governments.
- (b) Administrator agrees that it shall maintain and operate the traffic signals in accordance with the minimum requirements as shown on Exhibit 3 attached hereto and made a part hereof for all purposes.
- (c) Administrator shall maintain, in a log or diary, all emergency calls and routine maintenance. At a minimum, the log(s) shall indicate the date and time of the call, the repair performed, if any, and the name of the person or entity reporting said call. The log(s) shall be maintained by Administrator for the duration of this Agreement.
- (d) Administrator shall perform administrative activities and provide administrative service necessary to perform this Agreement.
- (e) Administrator shall prioritize the repairs based upon the public's safety, taking into account such criteria but not limited thereto, the order in which Administrator received the complaint or notice and the amount of traffic at said intersections.
- (f) The time of response to the traffic signal and the repairs, if any, shall be made as soon as possible. Delays in response or repairs may be grounds for termination of this Agreement.

### **Article 3 - State's Responsibilities**

The State, Local Governments and Administrator agree that State shall have the following responsibilities, obligations and duties pursuant to this Agreement:

- (a) State shall pay Administrator for maintenance, operation and labor costs for the services and functions Administrator incurs as provided in Article 4, Compensation.
- (b) State shall prepare or cause to be prepared the plans and specifications, advertise for bids, let the construction contract or otherwise provide for the construction of new traffic signals and/or reconstruction of existing traffic signals (including, at State's

option, any special auxiliary equipment, interconnect and/or communication material and equipment), and will supervise construction, reconstruction or betterment work as required by said plans and specifications for the Project.

As the project is developed to construction stage, State will submit plans and specifications of the proposed work to the Local Governments, wherein in the traffic signals lie, to secure its approval of the plans and specifications, and State will secure Local Governments' and Administrator's consent for Administrator to maintain and operate the traffic signal prior to awarding the contract; said Local Governments and Administrator's consent to be signified by the signatures of duly authorized Local Government's and Administrator's officers in the spaces provided on the title sheet of the plans containing the following notation:

*"Attachment \_\_\_ to "Voluntary Interlocal Cooperation Agreement For Operation and Maintenance of Traffic Signals", dated the \_\_\_ day of \_\_\_, 20\_\_.  
Administrator, State and Local Government' maintenance, operation and responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part and incorporated herein by reference."*

- (c) All costs of construction and/or reconstruction of new and existing traffic signals will be borne by State, and the traffic signal system will remain the property of State.
- (d) It is understood and agreed that it is the responsibility of State to assume equipment upgrade of State's traffic signal system, as shown on Exhibit 1.

#### **Article 4 –Compensation**

- (a) The maximum amount payable under this Agreement is \$ 68,970 per year.
- (b) Payment for operation and maintenance of the traffic signals will be at a flat rate per traffic signal, as shown on Exhibit 2.
- (c) The State will be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on Exhibit 1. Power costs shall be billed directly to the State.
- (d) The Administrator shall submit an invoice acceptable to the State on a (monthly/quarterly/annual) basis. An acceptable invoice shall be submitted to the following address:

Texas Department of Transportation  
Attention: Director of Operations  
 PO Box 133067  
 Dallas, TX 75313-3067

- (e) The Administrator shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under this Agreement. These records may be reviewed at any reasonable time to substantiate the payment by the State and/or determine the need for an adjustment in the amount paid by the State.
- (f) Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the

(monthly/quarterly/annual) payments. For eligibility of payment for emergency replacement of major equipment, actual costs shall be submitted to the State for review and reimbursement.

- (g) The State shall make payment to the Administrator within 30 days from receipt of the Administrator's request for payment, provided that the request is prepared according to this agreement.
- (h) Payment for the addition or deletion of a traffic signal installation shall be made by written amendment(s) and shall be based upon the calculations as shown in Exhibit 3.

#### **Article 5 - Local Governments' Responsibilities**

The State, Local Governments and Administrator agree that Local Governments shall have the following responsibilities, obligations and duties pursuant to this Agreement:

- (a) Local Governments agree that they will cooperate with the State and Administrator in Administrator's responsibilities of the services and functions performed pursuant to this Agreement.
- (b) Local Governments will, if any additional traffic signals are installed by the State, fulfill their respective obligations under Article 3, (b).
- (c) Local Governments may request to the State that additional traffic signal(s) are needed in their respective jurisdictions and specify the location thereof. If, after completing a traffic signal study, a traffic signal is authorized by State, then the obligations, duties and responsibilities as shown in Article 3, above, shall become effective.
- (d) Local Governments agree that if they wish to withdraw from this Agreement prior to the end of the one-year expiration date, that the Agreement will not terminate the duties, obligations and responsibilities of the remaining parties to this Agreement.

#### **Article 6 – Indemnification**

The Local Governments, the Administrator and the State acknowledge that they are not agents, servants, or employees of the other parties and each party is responsible for its own acts and deeds, errors, and omissions during the performance of this Agreement. The Local Governments, the Administrator and the State further acknowledge that nothing in this Agreement creates, grants, or assigns rights or responsibilities to act as a joint venture or partnership with the other parties to this Agreement.

#### **Article 7 - Termination**

This Agreement may be terminated by any of the following conditions:

- (a) By mutual written agreement and consent of all parties.
- (b) By State upon thirty (30) days written notice to Local Governments and Administrator for failure of Administrator to provide adequate maintenance and operation services for those traffic signal installations which Administrator has agreed to maintain and operate.
- (c) By State upon sixty (60) days written notice to Local Governments and Administrator that State will assume operation and maintenance at the end of the one (1) year period of this contract.
- (d) By Local Governments or Administrator upon 120 days written notice to State.
- (e) At that time that any specific signal falls within the "Full Purpose" limits of a City possessing a population greater than 50,000 (based upon the Official U.S. Census), such signal shall be removed from the list shown under Exhibit 1, with all maintenance responsibilities of said signal to be reassigned under separate

- Agreement based upon the classification of the State roadway at that time, i.e. freeway vs. non-freeway.
- (f) As provided hereinbefore in this Agreement.

In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of the State. Any state-owned equipment being held by the Local Governments or Administrator shall be promptly returned within thirty (30) calendar days to the State upon termination of this Agreement.

#### **Article 8 – Transfer of Responsibilities**

The Administrator shall not transfer its responsibilities for the work under this Agreement unless specifically approved in writing by State.

#### **Article 9 – Amendments**

Changes in the character, costs, provisions, attached Exhibits, responsibilities or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by all parties.

#### **Article 10 - Legal Construction**

In case any 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 shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **Article 11 - State Auditor**

The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the 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.

#### **Article 12 - Prior Agreements Superseded**

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding, written or oral agreements between the parties respecting the within subject matter.

#### **Article 13 – Current Revenues**


Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

#### **Article 14 – Signature Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed multiple counterparts to effectuate this Agreement. This Agreement becomes effective when last signed.

**ADMINISTRATOR  
CITY OF LEWISVILLE**

By:   
Claude King

Title: City Manager

Date: August 18, 2009

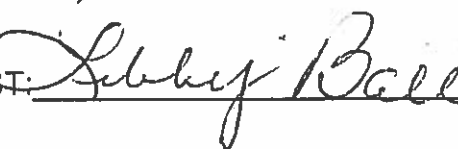
ATTEST: Patricia Parra, Deputy  
for Julie Heinze, City Secretary

**LOCAL GOVERNMENT  
CITY OF COPPELL**

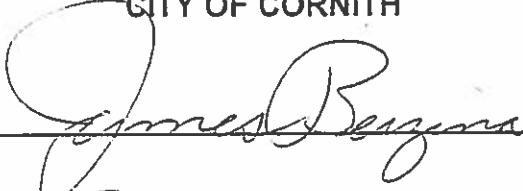
By: 

Title: City Manager

Date: 11/16/09

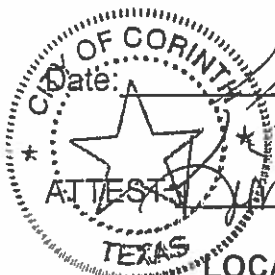
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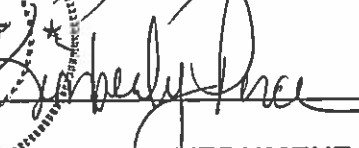
**LOCAL GOVERNMENT  
CITY OF CORNITH**

By: 

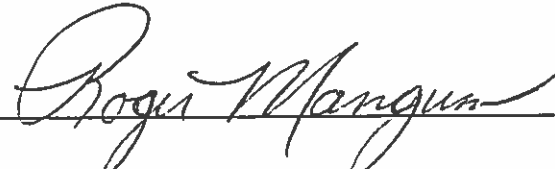
Title: Interim City Manager

Date: 11/3/09



ATTEST: 

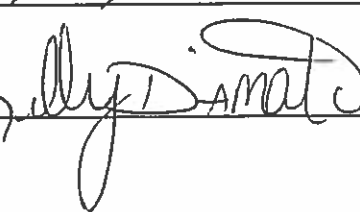
**LOCAL GOVERNMENT  
TOWN OF HICKORY CREEK**

By: 

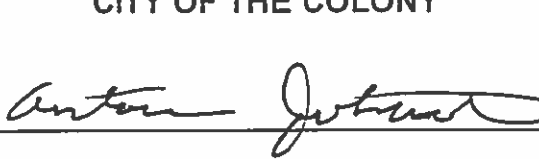
Title: TOWN ADMINISTRATOR

Date: 10-29-09



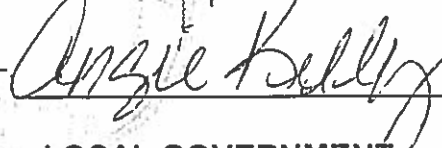
ATTEST: 

**LOCAL GOVERNMENT  
CITY OF THE COLONY**

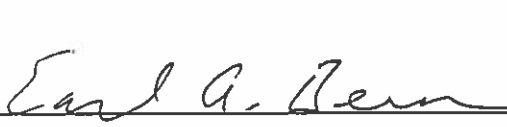
By: 

Title: City Manager

Date: 11/13/09

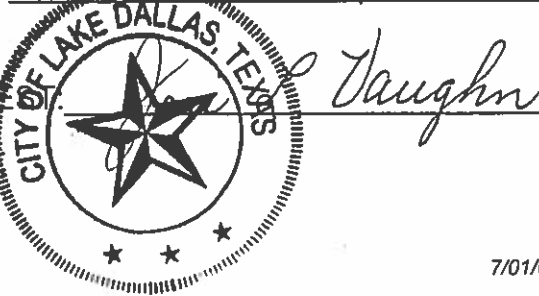
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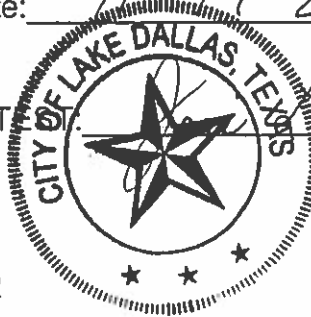
**LOCAL GOVERNMENT  
CITY OF LAKE DALLAS**

By: 

Title: City Manager

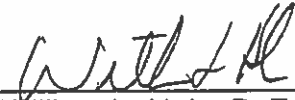
Date: 11-19-2009

ATTEST: 



**THE STATE OF TEXAS**

Executed for the Executive Director 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:   
William L. Hale, P. E.  
Dallas District Engineer

Date: 1/13/09

**EXHIBIT 1**

Signalized intersections with one (1) controller on State Highways located within the Local Government of The Colony.

SH 121 at Standridge  
SH 121 at FM 423/ Crider  
SH 121 at Paige/Plano Parkway  
FM 423 at Memorial Drive  
FM 423 at Cougar Alley  
FM 423 at South Colony  
FM 423 at North Colony  
FM 423 at Quick Trip Driveway

Signalized intersections with one (1) controller on State Highways located within the Local Government of Coppell.

SH 121 at Denton Tap Rd      DALLAS CO. -

Signalized intersections with one (1) controller on State Highways located within the Cities of Cornith, Hickory Creek and Lake Dallas.

IH 35E at FM 2181 (Swisher)

Signalized intersections with one (1) controller on State Highways located within the Cities of Corinth and Hickory Creek.

FM 2181 (Teasley Drive) at Hickory Creek Blvd.  
FM 2181 (Teasley Drive) at Town Hall/Garrison.  
FM 2181 (Teasley Drive) at Parkridge/Sycamore Bend

Signalized intersections with one (1) controller on State Highways located within the Local Government of Corinth.

FM 2181 at Post Oak

Signalized intersections with two (2) controllers on State Highways located within the Local Government of Corinth.

IH 35E at Corinth Parkway  
IH 35E at Post Oak



**EXHIBIT 2****REIMBURSEMENT CALCULATION WORKSHEET**

Fully Actuated Signals at intersections with one (1) controller shall be reimbursed at \$4,195.00 per intersection per year.

## Calculations:

Maintenance Cost	(60 Hours @ \$55.00 Hour)	\$3,300.00
Engineering Cost	(8 Hours @ 65.00 Hour)	\$ 520.00
Detection Maintenance	(1 Hour @ \$375.00)	<u>\$ 375.00</u>
Total		\$4,195.00

Fully Actuated Signals at intersections with two (2) controllers shall be reimbursed at \$5,120.00 per intersection per year.

## Calculations:

Maintenance Cost	(70 Hours @ \$55.00 Hour)	\$3,850.00
Engineering Cost	(8 Hours @ 65.00 Hour)	\$ 520.00
Detection Maintenance	(2 Hours @ \$375.00)	<u>\$ 750.00</u>
Total		\$5,120.00

**EXHIBIT 3**  
**TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS**

The Administrator agrees to:

1. Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the Administrator.
2. Inspect the highway traffic signal system a minimum of once every 12 months and replace burned out lamps or damaged sockets as may be required. Police, citizen, or other reports of burned out lamps or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
3. Keep signal poles, controller pedestals, and foundations in alignment.
4. Keep signal poles and controller cabinets tight on their foundation(s) or pedestal(s).
5. Keep traffic and pedestrian signal heads aligned and properly adjusted. Repair back plates where needed.
6. Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 months to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Keep interior of controller cabinets in a neat and clean condition at all times.
8. Clean reflectors, lenses, and lamps a minimum of once every twelve months.
9. Repaint all corrosive susceptible highway traffic signal components exposed to weather with a non-lead based paint as needed in order to maintain a well kept appearance in the opinion of the Texas Department of Transportation's representative. Plastic signal heads and galvanized and aluminum components are excluded.
10. Either replace the lamps of all highway traffic signal heads as a group upon expiration of the average rated lamp life or replace the lamps on a burn out basis
11. Repair or replace any and all equipment that malfunctions or is damaged.
12. Provide alternate traffic control during a period of failure or when the controller must be repaired. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be provided in

accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices*.

13. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays, and holidays.
14. Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance.
15. Document routine observations during the year by trained Administrator personnel of the traffic signal operation at each traffic signal during various times of the day to assure fair distribution of time and for all traffic movements (phases) during varying traffic conditions.
16. Check cabinet filter a minimum of once every six months and clean if necessary cabinet filter shall be replaced every two years.
17. Document all checks and corrective actions in a separate logbook for each intersection.
18. In metropolitan cities where Intelligent Transportation Systems and/or incident management systems are being implemented the signal timing will be the responsibility of the Administrator in cooperation with the State.

Traffic accidents, inclement weather, special events, maintenance, and construction activities are a few of the causes of nonrecurring congestion. Nonrecurring congestion often changes the normal traffic demand patterns. Effective and efficient movement of traffic through the transportation network during periods on nonrecurring congestion must be considered in the design and operation of all traffic management systems, including traffic signal systems. Priority should be given to freeway or expressway frontage roads when nonrecurring congestion occurs on freeway or expressway mainlanes.

**Exhibit 4**

**Resolutions of the Local Governments and the Administrator**

**RESOLUTION NO. 3702-08-2009(R)**

**A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF LEWISVILLE, TEXAS TO EXECUTE A VOLUNTARY INTERLOCAL COOPERATION AGREEMENT FOR OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS; AUTHORIZING THE REIMBURSEMENT OF FUNDS THEREFORE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Texas Department of Transportation (TxDOT) has designed a Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals allowing TxDOT to reimburse the City of Lewisville for operating and maintaining traffic signals in participating cities listed in the agreement; and,

**WHEREAS,** the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals is consistent with the authority and purposes of Texas Government Code Chapter 791 relating to interlocal cooperation agreements and Texas Transportation Code 221.003 relating to municipal agreements; and,

**WHEREAS,** the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals defines the responsibilities of TxDOT and the City of Lewisville pertaining to the agreement; and,

**WHEREAS,** the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals defines the annual reimbursement rates for each traffic signal location included in the agreement; and,

**WHEREAS,** annual operating funds for traffic signal operation and maintenance can cover all costs of the responsibilities assumed under this agreement, and; **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT:**

**SECTION 1.** The recitations and findings contained in the preamble of this resolution are incorporated herein by reference.

**SECTION 2.** The City Council of the City of Lewisville, Texas hereby approves the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals as submitted by TxDOT. The City Manager or his designee is hereby authorized to execute the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals on behalf of the City of Lewisville and to exercise the rights and duties of the City there under including the expenditure of funds as provided therein.

**SECTION 2.** This Resolution shall be effective immediately from and after its passage and approval.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 17TH DAY OF AUGUST, 2009.**

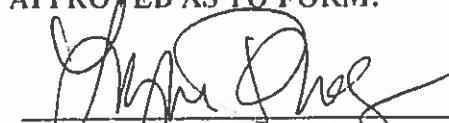
**APPROVED:**

  
\_\_\_\_\_  
Dean Ueckert, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
Julie Heinze, CITY SECRETARY

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Lizbeth Plaster, ASSISTANT CITY ATTORNEY

RESOLUTION NO. 091009.39

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF LAKE DALLAS, TEXAS TO EXECUTE A VOLUNTARY INTERLOCAL COOPERATION AGREEMENT FOR OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS; AUTHORIZING THE REIMBURSEMENT OF FUNDS THEREFORE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) has designed a Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals allowing TxDOT to reimburse the City of Lewisville for operating and maintaining traffic signals in participating cities listed in the agreement; and,

WHEREAS, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals is consistent with the authority and Purposes of Texas Government Code Chapter 791 relating to interlocal cooperation agreements and Texas Transportation Code 221.003 relating to municipal agreements; and,

WHEREAS, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals defines the responsibilities of TxDOT and the City of Lewisville pertaining to the agreement; and,

WHEREAS, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals defines the annual reimbursement rates for each traffic signal location included in the agreement, and,

WHEREAS, annual operating funds for traffic signal operation and maintenance can cover all costs of the responsibilities assumed under this agreement, and; NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS,

RESOLUTION NO. 2009-0908.1

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF COPPELL, TEXAS TO EXECUTE A VOLUNTARY INTERLOCAL COOPERATION AGREEMENT FOR OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS; AND PROVIDING AN EFFECTIVE DATE; AND AUTHORIZING THE MAYOR TO SIGN.**

**WHEREAS**, the Texas Department of Transportation (TxDOT) has designed a Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals allowing TxDOT to reimburse the City of Lewisville for operating and maintaining traffic signals in participating cities listed in the agreement; and,

**WHEREAS**, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals is consistent with the authority and purposes of Texas Government Code Chapter 791 relating to Interlocal Cooperation agreements and Texas Transportation Code 221.003 relating to municipal agreements; and,

**WHEREAS**, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals defines the responsibilities of TxDOT and the Local Governments' pertaining to the agreement; and,

**WHEREAS**, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals defines the annual reimbursement rates for each traffic signal location included in the agreement; and,

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

**SECTION 1.** The recitations and findings contained in the preamble of this Resolution are incorporated herein by reference.

**SECTION 2.** The City Council of the City of Coppell, Texas hereby approves the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals as submitted by TxDOT. The Mayor is hereby authorized to execute the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals on behalf of the City of Coppell and to exercise the rights and duties of the City there under.

**SECTION 3.** This Resolution shall be effective immediately from and after its passage and approval.



RESOLUTION NO. 2009-0908.1

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF COPPELL, TEXAS TO EXECUTE A VOLUNTARY INTERLOCAL COOPERATION AGREEMENT FOR OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS; AND PROVIDING AN EFFECTIVE DATE; AND AUTHORIZING THE MAYOR TO SIGN.

WHEREAS, the Texas Department of Transportation (TxDOT) has designed a Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals allowing TxDOT to reimburse the City of Lewisville for operating and maintaining traffic signals in participating cities listed in the agreement; and,

WHEREAS, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals is consistent with the authority and purposes of Texas Government Code Chapter 791 relating to Interlocal Cooperation agreements and Texas Transportation Code 221.003 relating to municipal agreements; and,

WHEREAS, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals defines the responsibilities of TxDOT and the Local Governments' pertaining to the agreement; and,

WHEREAS, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals defines the annual reimbursement rates for each traffic signal location included in the agreement; and,

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS:

SECTION 1. The recitations and findings contained in the preamble of this Resolution are incorporated herein by reference.

SECTION 2. The City Council of the City of Coppell, Texas hereby approves the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals as submitted by TxDOT. The Mayor is hereby authorized to execute the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals on behalf of the City of Coppell and to exercise the rights and duties of the City there under.

SECTION 3. This Resolution shall be effective immediately from and after its passage and approval.

DULY PASSED by the City Council of the City of Coppell, Texas, this the 8<sup>th</sup> day of September, 2009.

APPROVED:

Jayne Peters  
JAYNE PETERS, MAYOR

ATTEST:

Libby Ball  
LIBBY BALL, CITY SECRETARY

APPROVED AS TO FORM:

Robert E. Hager  
ROBERT E. HAGER, CITY ATTORNEY

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 09-059

A RESOLUTION OF THE CITY OF THE COLONY, TEXAS, RECOGNIZING AND SUPPORTING THE VOLUNTARY INTERLOCAL COOPERATION AGREEMENT FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS LOCATED ON STATE HIGHWAYS WITHIN THE CITY LIMITS OF THE COLONY, BY AND BETWEEN THE CITY OF LEWISVILLE AND THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF CITY OF THE COLONY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Texas Department of Transportation (TxDOT) has designed a Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals allowing TxDOT to reimburse the City of Lewisville for operating and maintaining traffic signals located on State highways in the City of The Colony; and,

WHEREAS, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals defines the responsibilities of TxDOT, the City of Lewisville, and the City of The Colony; and,

WHEREAS, the City Council of the City of The Colony has determined it is in the best interest of the city to support this Agreement.

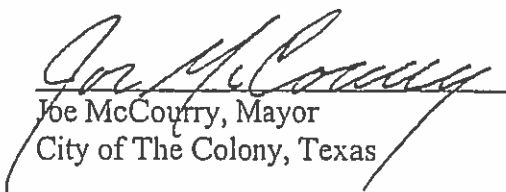
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS:

Section 1. That the City Council of the City of The Colony, Texas hereby recognizes and supports the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals.

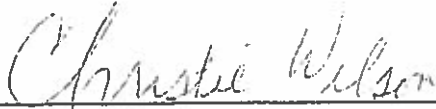
Section 2. That the City Manager is authorized to sign the Agreement referencing this resolution of recognition and support.

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 8th day of September, 2009.

  
Joe McCoutry, Mayor  
City of The Colony, Texas

ATTEST:

A handwritten signature in cursive script, appearing to read "Christie Wilson", written over a horizontal line.

Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Robert E. Hager", written over a horizontal line.

Robert E. Hager, City Attorney

**RESOLUTION NO. 2009-08-001**

**A RESOLUTION AUTHORIZING THE TOWN ADMINISTRATOR OF THE TOWN OF HICKORY CREEK, TEXAS TO EXECUTE A VOLUNTARY INTERLOCAL COOPERATION AGREEMENT FOR OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Department of Transportation (TxDOT) has designed a Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals allowing TxDOT to reimburse the City of Lewisville for operating and maintaining traffic signals in participating cities listed in the agreement; and;

**WHEREAS**, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals is consistent with the authority and purposes of Texas Government Code Chapter 791 relating to interlocal cooperation agreements and Texas Transportation Code 221.003 relating to municipal agreements; and,

**WHEREAS**, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals defines the responsibilities of TxDOT and the city of Lewisville pertaining to the agreement; and

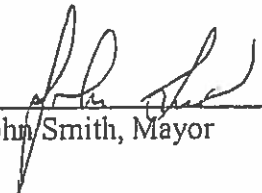
**WHEREAS**, THE Voluntary Interlocal Cooperation Agreement for Operation and Traffic Signals defines the annual reimbursement rates for each traffic signal location included in the agreement; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS,**

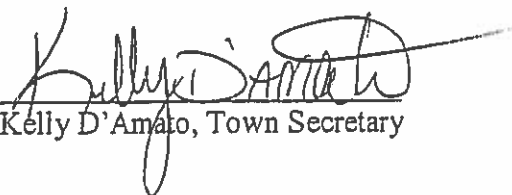
**SECTION 1.** The Town Council of the Town of Hickory Creek, Texas hereby approves the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals as submitted by TxDOT. The Town Administrator is hereby authorized to execute the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals on behalf of the Town of Hickory Creek.

**SECTION 2.** This Resolution shall be effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE  
TOWN OF HICKORY CREEK, TEXAS ON THIS THE 18<sup>TH</sup> DAY OF AUGUST  
2009.

  
\_\_\_\_\_  
John Smith, Mayor

ATTEST

  
\_\_\_\_\_  
Kelly D'Amato, Town Secretary



**EXHIBIT "4"**

**CITY OF CORINTH**

**RESOLUTION NO. 09-09-17-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A VOLUNTARY INTERLOCAL COOPERATION AGREEMENT FOR THE PERFORMANCE, ADMINISTRATION AND MAINTENANCE OF TRAFFIC SIGNALS; AUTHORIZING THE REIMBURSEMENT OF FUNDS THEREFORE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State, the Cities of The Colony, Coppell, Corinth, Lake Dallas, and the Town of Hickory Creek (Local Governments) and the City of Lewisville (Administrator) wish to cooperate and coordinate their efforts to operate an efficient traffic signal system with optimum progression of traffic light synchronization across each jurisdiction, consistent with the authority and purposes of the Texas Government code Chapter 791 relating to Interlocal cooperation agreements the Texas Transportation Code Section 221.002 relating to agreements with municipalities; and

**WHEREAS**, in accordance with Texas Administrative Code, Title 43, Section 25.5, the State is responsible for maintaining and operating traffic signals on IH-35E, SH 121, FM 423 and FM 2181 within the City limits of the Local Governments; and

**WHEREAS**, the State, the Local Governments and the Administrator agree that, in order to improve response time, to repair malfunctioning traffic signals and to improve traffic signal progression, the Administrator shall be authorized to supervise and be responsible for the operating performance, administration and maintenance of the State's traffic signals on the subject highway within the Local Government's city limit and law enforcement jurisdiction, but outside the Administrator's city limit and law enforcement jurisdiction; and

**WHEREAS**, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals defines the annual reimbursement rates, for each traffic signal location included in this agreement; and

**WHEREAS**, annual operating funds for traffic signal operation and maintenance under this Agreement shall cover all costs of the responsibilities assumed under this Agreement.

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

**SECTION 1**

**THAT**, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2

THAT, the City Council of the City of Corinth, Texas hereby approves the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals as submitted by TxDot.

SECTION 3

THAT, the City Council authorizes the City Manager to execute the Voluntary Interlocal Agreement for Operation and Maintenance of Traffic Signals on behalf of the City of Corinth and to exercise the rights and duties of the City there under.

SECTION 4

THAT, this Resolution shall be in full force and effect from and after its passage and it is so resolved.

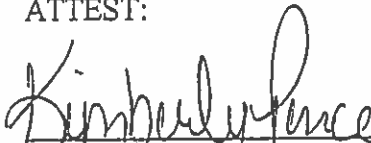
PASSED AND APPROVED ON THIS 17<sup>TH</sup> DAY OF SEPTEMBER, 2009.



Mayor Paul Ruggiere  
City of Corinth, Texas



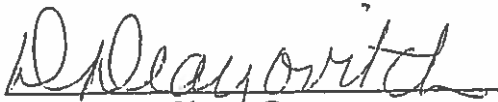
ATTEST:



City Secretary  
City of Corinth, Texas

(SEAL)

APPROVED AS TO FORM:



City Attorney  
City of Corinth, Texas