

RESOLUTION NO. 47-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPROVE THE LOCAL PROJECT ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION IMPROVEMENT PROJECT.

WHEREAS, the Texas Department of Transportation (TxDOT) has developed a project to reconfigure and improve the frontage roads, flood relief, freight access and egress, main-lanes and frontage road structures at US 80 from 0.3 miles east of Town East Boulevard to Gross Road; and

WHEREAS, the Texas Transportation Commission subsequently approved the development and funding for the project by Minute Order 107892; and

WHEREAS, the City of Mesquite (City) has programmed a project to widen Forney Road from Town East Boulevard to the eastbound US 80 frontage road from two lanes to four lanes; and

WHEREAS, the widening of Forney Road will facilitate improved truck access to and from the Union Pacific Railroad Intermodal Facility and other commercial properties and decrease congestion at the Town East Boulevard and US 80 interchange; and

WHEREAS, the City requested TxDOT modify the connection of Forney Road and South Parkway with the eastbound US 80 frontage road to support the widening of Forney Road; and

WHEREAS, it is necessary to execute a Local Advance Project Funding Agreement with TxDOT prior to executing the modifications to the TxDOT project; and

WHEREAS, the City of Mesquite (City) previously entered into a Master Advance Funding Agreement with TxDOT on June 12, 2002; and

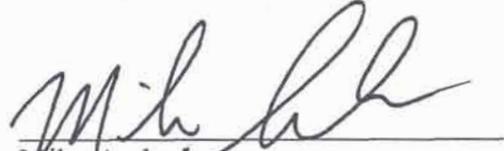
WHEREAS, the City has determined that modifying the TxDOT project is in the best interest of the citizens of Mesquite.

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

SECTION 1. That the City Council authorizes the City Manager to execute and approve the Local Project Advance Funding Agreement with the Texas Department of Transportation for the Transportation Improvement project in the City of Mesquite as described in the above recitals.

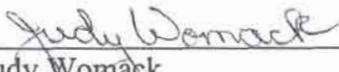
SECTION 2. That this resolution shall take effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 1st day of November 2004.



Mike Anderson
Mayor

ATTEST:



Judy Womack
City Secretary

APPROVED:



B. J. Smith
City Attorney

APPROVED BY CITY COUNCIL

DATE 11/1/04

CITY SEC. J. J. Mack

CSJ: 0095-02-098

Project #: STP () MM

Location: US 80

Limits: 0.3 miles East of Town East

Boulevard to Gross Road

County: Dallas

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the City of Mesquite, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 107892 authorizes the State to undertake and complete a highway improvement generally described as the reconfiguration of frontage roads, flood relief, freight access and egress, main-lanes and frontage road structures at US 80 from 0.3 miles East of Town East Boulevard to Gross Road; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as redesigning the intersection of South Parkway at the eastbound frontage road of US 80 to accommodate a revision in the street assignments of Forney Street and South Parkway; redesigning the eastbound frontage road bridge at the South Branch of South Mesquite Creek; redesigning the retaining wall between South Parkway and the frontage roadway bridge on the west bank of the South Branch of the South Mesquite Creek; removing the retaining wall on the west side of South Parkway and the south side of the eastbound frontage road and replace it with a cut back-slope; and modifying the plans, specifications and estimates affected by the requested modifications on US 80 from 0.3 miles east of Town East Boulevard to Gross Road, hereinafter called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated 11-1-2004, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

WHEREAS, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered. The period of this LPAFA is as stated in the MAFA, without exception.

Article 2. Project Funding and Work Responsibilities. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment C, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment C, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

Article 3. Right of Access. If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work. The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 4. Responsibilities of the Parties. Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

Article 5. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider.

Article 6. Interest. Interest will be under the conditions as provided for in the MAFA, without exception.

Article 7. Inspection and Conduct of Work. Unless otherwise specifically stated in Attachment C, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 8. Increased Costs. Increased cost will be under the conditions as provided for in the MAFA, without exception.

Article 9. Maintenance. Project Maintenance will be under the conditions as provided for in the MAFA, without exception.

Article 10. Termination. Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Article 11 Notices. Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government: City of Mesquite
Attention: City Manager
1515 North Galloway
Mesquite, Texas 75185-0137

Article 12. Sole Agreement. Sole Agreement of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Article 13. Successors and Assigns. The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 14. Amendments. Amendments to this LPAFA shall be made as described in the MAFA, without exception.

Article 15. Incorporation of Master Agreement Provisions. This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

Article 16. State Auditor. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract 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 17. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Signatory 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 STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

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
William L. Hale, P.E.
District Engineer, Dallas

Date: 11/19/04

THE LOCAL GOVERNMENT – CITY OF MESQUITE

By: Ted Barron
Ted Barron
Typed/Printed Name

City Manager
Typed/Printed Title

Date: 11/2/04

ATTEST:

By: Rudyl Womack
City Secretary

CSJ: 0095-02-098
Project #: STP () MM
County: Dallas
Location: US 80 from 0.3 miles East of
Town East Boulevard to Gross Road

ATTACHMENT A

**RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA**

ATTACHMENT A

RESOLUTION NO. 47-2004

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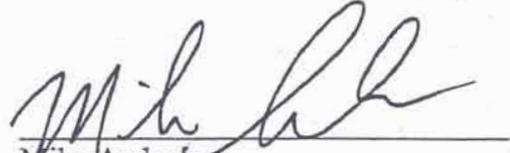
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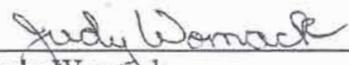
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Mayor

ATTEST:



Judy Womack
City Secretary

APPROVED:



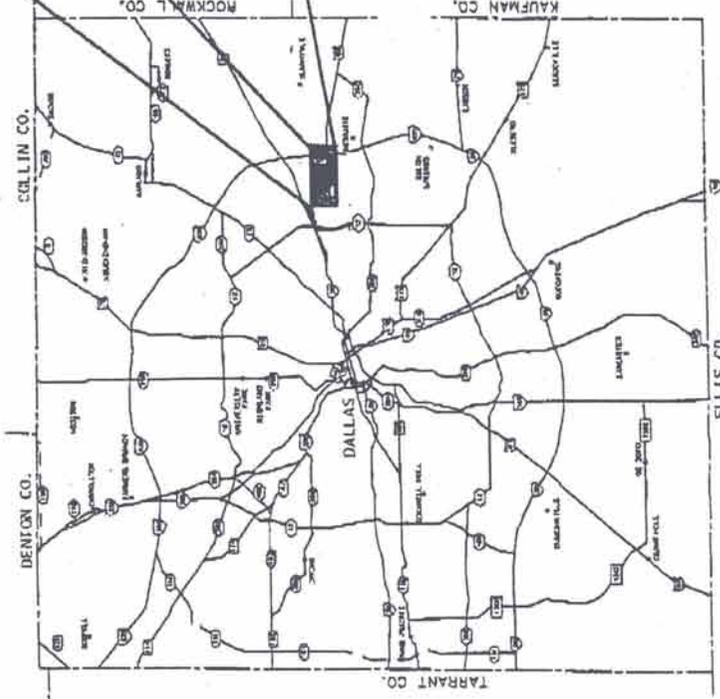
B. J. Smith
City Attorney

BEGIN PROJECT
CSJ # 0095-02-098



END PROJECT
CSJ # 0095-02-098

CSJ: 0095-02-098
Project #: STP () MM
County: Dallas
Location: US 80 from 0.3 miles East of
Town East Boulevard to Gross Road



DALLAS COUNTY
SCALE 1:25,000
DALLAS DISTRICT

ATTACHMENT B

PROJECT LOCATION MAP

Attachment C

Payment Provision and Work Responsibilities

1. Description of the Cost of the Items of Work

The Local Government total cost for this project, to redesign the intersection of South Parkway at the eastbound frontage road of US 80 to accommodate a revision in the street assignments of Forney Street and South Parkway; to redesign the eastbound frontage road bridge at the South Branch of South Mesquite Creek; to redesign the retaining wall between South Parkway and the frontage roadway bridge on the west bank of the South Branch of the South Mesquite Creek; to remove the retaining wall on the west side of South Parkway and the south side of the eastbound frontage road and replace it with a cut back-slope; and to modify the plans, specifications and estimates affected by the requested modifications on US 80 from 0.3 miles east of Town East Boulevard to Gross Road is \$65,040.03.

2. Schedule of Payment

Upon final execution of this Agreement, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount of \$65,040.03 to be used in payment for the proposed work required by the Local Government

3. Actual Cost Agreement

Upon completion and acceptance of the services established herein, the State will prepare a final audit of all costs incurred for the Project. Upon completion of the audit, any remaining funds due the Local Government will be promptly returned.