

FINANCING AGREEMENT

between

TEXAS PUBLIC FINANCE AUTHORITY

and

TEXAS DEPARTMENT OF TRANSPORTATION

Pertaining to

Texas Public Finance Authority
State of Texas General Obligation Commercial Paper Notes
(Colonia Roadway Projects),
Series 2002B

Dated as of June 1, 2002

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FINANCING AGREEMENT

FINANCING AGREEMENT, dated as of June 1, 2002, between the TEXAS PUBLIC FINANCE AUTHORITY (the "Authority") and the TEXAS DEPARTMENT OF TRANSPORTATION (the "Qualified Agency") to provide for the financing of certain projects related to the Texas Public Finance Authority State of Texas General Obligation Commercial Paper Notes (Colonia Roadway Projects), Series 2002B (the "Notes") issued pursuant to a resolution adopted by the Board of Directors of the Authority on May 21, 2002 (the "Resolution");

WITNESSETH:

WHEREAS, the Authority is authorized to provide financing of certain projects (hereinafter defined) for certain agencies of the State of Texas through the issuance of the Notes pursuant to certain provisions of the Texas Constitution and other statutory and regulatory authorities including, but not limited to, Article III, Section 49-1 and Chapters 1232 and 1403, Texas Government Code, and any regulations promulgated by the Authority thereunder (the "Authorizing Law") and Chapter 1371, Texas Government Code, as amended ("Chapter 1371");

WHEREAS, the Project has been authorized in the Texas Constitution, Article III, Section 49-1 and Chapter 1403, Texas Government Code;

WHEREAS, the parties desire to provide for the financing by the Authority of the Project for the Qualified Agency;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

SECTION 1.01 Definitions.

Except as otherwise provided in this Financing Agreement, the capitalized terms in this Financing Agreement shall have the meanings specified in this section unless the context requires otherwise.

Agency Regulations – the regulations of the Qualified Agency in Part 1, Title 43, Texas Administrative Code, as amended, and other statutes of the State of Texas pursuant to which the Qualified Agency operates.

Appropriation Act – SB1, Acts 77th Legislature, R.S. (2001), and any other act of the Legislature appropriating funds for the Project.

Authority - the Texas Public Finance Authority or any successor thereto.

Authority Regulations - the regulations of the Authority in Part X, Title 34, Texas Administrative Code.

Authorized Agency Representative - the chief administrative officer of the Qualified Agency or any member of the staff of the Qualified Agency designated by the chief administrative officer or by the governing body of the Qualified Agency as an authorized representative.

Authorizing Law – means the Authorizing Law as defined in the preamble of this Financing Agreement.

Board - the board of directors of the Authority.

Bond Counsel - any law firm that is engaged by the Authority to render services to the Authority as bond counsel.

Business Day - any day that the Authority and the Qualified Agency are required by law to be open for business.

Closing - with respect to each sale of Notes, the concurrent delivery of each sale of such Notes to, or upon the order of, the initial purchaser(s) in exchange for payment therefor.

Closing Date - the date of a Closing.

Code - the Internal Revenue Code of 1986, as amended, together with all published regulations promulgated thereunder and revenue rulings with respect thereto by the United States Treasury Department or the Internal Revenue Service.

Comptroller - the Comptroller of Public Accounts of the State or any successor thereto, including the individual elected to serve as Comptroller of Public Accounts of the State, the Deputy Comptroller or such other official designated by law to serve or act in the capacity of the Comptroller.

Costs of Issuance - the "costs of issuance," as defined in the Authority Resolution, incurred in connection with the issuance of the Notes.

Disbursement Certificate - a certificate of the Authorized Agency Representative for the disbursement of funds from the Project Fund, in substantially the form of Exhibit D of this Financing Agreement.

Disclosure Documents - collectively, the Offering Memorandum and any amendments thereto.

Event of Taxability - any act or omission that could adversely affect the excludability of the interest on any Note from the gross income of the owner of the Note.

Executive Director - the Executive Director of the Authority, or any member of the staff of the Authority authorized in writing by the Board to perform the duties of the Executive Director.

Facility Contract - any contract, entered into by the Qualified Agency after the effective date of this Financing Agreement, for the design, engineering, acquisition, construction, equipping, repair, or renovation of any facilities financed for the Qualified Agency in whole or part with proceeds of any Notes issued by the Authority, including the Funding Agreement described in Section 6.09 of this Financing Agreement.

Financing Agreement - this Financing Agreement, and any amendments hereto.

Funds Management Agreement - the Funds Management Agreement, dated as of the date of this Financing Agreement, between the Authority and the Comptroller, and any amendments thereto.

Interest and Sinking Fund - the fund by that name created pursuant to Section 4.01 of the Resolution for the purpose of paying Note Obligations.

Legislative Budget Board - the joint committee of the Legislature that develops recommendations for legislative appropriations for the state agencies.

Legislature - the Legislature of the State.

Memorandum - the Memorandum of Understanding, dated as of June 1, 2002, between the Authority and the Qualified Agency, and any amendments thereto.

Notes - any obligations issued by the Authority from time to time to finance or refinance the Project, approved and authorized under Section 2.01 of the Resolution.

Offering Memorandum - the final official disclosure document authorized by the Authority to be used in connection with the sale of the Notes.

Plans and Specifications - the plans and specifications for the Project Component(s), as amended or supplemented.

Project - the grant of financial assistance to counties as authorized in Texas Government Code, Chapter 1403 and in Subchapter I, Chapter 15, Part I, Title 43, Texas Administrative Code.

Project Completion Amount - the aggregate amount of the cost of all of the Project Components, as set forth in Exhibit A of this Financing Agreement.

Project Completion Certificate - a certificate of an Authorized Agency Representative to the effect that the Project has been completed, in substantially the form of Exhibit F of this Financing Agreement.

Project Completion Date - the date that the Project is completed, as certified in the Project Completion Certificate.

Project Completion Schedule - the schedule projecting the rate of expenditure of proceeds of the Notes for the payment of Project Costs set forth in Exhibit B of this Financing Agreement.

Project Component - each respective item or category of work that has been approved to be financed with proceeds of the Notes, as described in Exhibit A of this Financing Agreement.

Project Costs - any costs associated with the Project that are authorized under the Authorizing Law, Chapter 1371, Authority Regulations, Agency Regulations and Chapter 1201, Texas Government Code, as amended, to be paid with proceeds of the Notes.

Project Financing Documents - collectively, all documents furnished by the Qualified Agency to the Authority in connection with the financing of the Project and issuance of the Notes, including (without limitation) the Memorandum, the Request for Financing, the Financing Agreement, each Disbursement Certificate, and the Project Completion Certificate.

Project Fund - the fund by that name created pursuant to Section 4.01 of the Resolution.

Qualified Agency - the "Qualified Agency" as defined in the preamble of this Financing Agreement or any successor thereto.

Request for Financing - the letter or other communication from the Qualified Agency to the Authority requesting financing for the Project, and any supplements thereto.

Resolution - the resolution of the Authority adopted May 21, 2002 pursuant to which the Notes are authorized to be issued, and any amendments and supplements thereto.

State - the State of Texas.

SECTION 1.02 General Rules of Construction.

(a) A capitalized term used in this Financing Agreement that is not defined herein and that is defined in the Resolution shall have the meaning assigned to it in the Resolution.

(b) Whenever in this Financing Agreement the context requires:

- (1) a reference to the singular number includes the plural and vice versa; and
- (2) a word denoting gender includes the masculine, feminine, and neuter.

(c) The table of contents and the titles given to any article or section of this Financing Agreement are for convenience only and are not intended to modify the article or section.

SECTION 1.03 Preamble.

The statements and findings in the preamble of this Financing Agreement are hereby adopted and made a part of the Financing Agreement.

ARTICLE II

GENERAL REPRESENTATIONS AND WARRANTIES

SECTION 2.01 General Representations and Warranties of Authority.

The Authority represents and warrants as follows:

(1) the Authority is a validly existing agency of the State of Texas authorized to operate under the Texas Public Finance Authority Act;

(2) the Authority has full power and authority to execute and deliver this Financing Agreement, perform its obligations thereunder, and carry out the transactions contemplated hereby;

(3) the Authority has duly authorized the execution and delivery of this Financing Agreement and the performance of its obligations thereunder;

(4) the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby, the performance of its obligations hereunder, and the compliance with the terms hereof by the Authority will not conflict with, or constitute a default under, any law (including administrative rule), judgment, decree, order, permit, license, agreement, mortgage, lease, or other instrument to which the Authority is subject or by which it is bound; and

(5) the Authority has full power and authority to issue the Notes, to cause funds to be made available to finance the Project in accordance with the Resolution and this Financing Agreement and to perform its obligations under the Resolution.

SECTION 2.02 General Representations and Warranties of Qualified Agency.

The Qualified Agency represents and warrants, as follows:

(1) the Qualified Agency is a validly existing agency of the State authorized to operate under the Agency Regulations;

(2) the Qualified Agency has full power and authority to execute and deliver the Project Financing Documents, perform its obligations thereunder, and carry out the transactions contemplated thereby;

(3) the Qualified Agency has duly authorized the execution and delivery of the Project Financing Documents and the performance of its obligations thereunder;

(4) the execution and delivery of the Project Financing Documents, the consummation of the transactions contemplated thereby, the performance of its obligations thereunder, and the compliance with the terms thereof by the Qualified Agency will not conflict with, or constitute a default under, any law (including administrative rule), judgment, decree, order, permit, license, agreement, mortgage, lease, or other instrument to which the Qualified Agency is subject or by which the Qualified Agency or any of its property is bound;

(5) the Qualified Agency is not in violation of any law, which violation could adversely affect the consummation of the transactions contemplated by the Project Financing Documents; and

(6) this Financing Agreement is the legal, valid, and binding obligation of the Qualified Agency, in accordance with its terms.

ARTICLE III

THE PROJECT

SECTION 3.01 Authorization for Project.

(a) The Qualified Agency represents that the Project has been authorized by the Appropriation Act or other statute and that all of the Project Costs to be paid with proceeds of the Notes will be distributed to the appropriate counties for colonia roadway projects as required by the Authorizing Law and authorized by the Agency Regulations.

(b) The Qualified Agency represents that the description of each Project Component set forth in Exhibit A to this Financing Agreement is accurate.

SECTION 3.02 Plans and Specifications.

(a) The Qualified Agency shall cause the Plans and Specifications to be prepared and shall maintain the Plans and Specifications with its official records.

(b) The Authority and its authorized agents may inspect the Plans and Specifications at reasonable times.

SECTION 3.03 Project Completion Schedule.

(a) As of a Closing Date which relates to funding all or a portion of, among other things, the Project, the Qualified Agency reasonably expects that the Project Completion Amount will be expended within the time periods set forth in Exhibit B hereto. The Qualified Agency represents that it is not aware of any fact or circumstance that could cause the entire Project Completion Amount not to be expended as set forth in the Project Completion Schedule, as amended from time to time.

(b) Within twenty-four (24) hours upon becoming aware of any circumstances that will result in a deviation from Exhibit B hereto of \$1,000,000 or more, the Qualified Agency shall notify the Executive Director of the amount and nature of such deviation.

(c) Promptly upon becoming aware of any circumstances that will result in the expenditure for Project Costs in any "Expenditure Period" (as set forth in Exhibit B hereto) of an aggregate amount that is less than the amount set forth in Exhibit B hereto for such Expenditure Period, the Qualified Agency shall notify the Executive Director of (1) such aggregate expenditure amount, and (2) the reason(s) that such expenditure amount will be less than the amount set forth in Exhibit B hereto.

SECTION 3.04 Construction and Acquisition of Project.

(a) The Qualified Agency shall take all necessary actions to ensure that the Project is completed with due diligence substantially in accordance with the Plans and Specifications and in a good and workman-like manner.

(b) The Qualified Agency represents that at least 80 percent of the Project Completion Amount will be expended to pay Project Costs constituting expenditures for the construction, reconstruction, or rehabilitation of the Project.

(c) The Qualified Agency may shift its use of proceeds among Project Components to the extent permitted by law so long as such shift of use does not constitute an Event of Taxability. The Authority may require the Qualified Agency to obtain an opinion of Bond Counsel regarding taxability.

SECTION 3.05 Licenses and Permits.

The Qualified Agency represents that it will require that all necessary licenses, permits, and other governmental approvals necessary to complete the Project be obtained, except for those (if any) described in Exhibit C to this Financing Agreement.

SECTION 3.06 Disbursements of Project Fund.

(a) The Qualified Agency may cause disbursements to be made from the related account of the Project Fund in accordance with contracts for the Project and with this Financing Agreement, the Resolution, and the Funds Management Agreement.

(b) The Qualified Agency acknowledges that the Project Fund may be applied in accordance with the Resolution for purposes other than the payment of Project Costs.

(c) The Qualified Agency acknowledges and agrees that interest earned in funds contained in the related account of the Project Fund may, pursuant to the limitations and subject to the terms set out in the Funds Management Agreement, be used to pay interest payments, if any, on the Notes.

(d) To obtain a disbursement of funds from the related account of the Project Fund for the payment of Project Costs, the Qualified Agency shall submit to the Authority, not later than the Business Day immediately preceding the disbursement date, a properly completed Disbursement Certificate. Subject to Subsection (e) of this Section 3.06, upon determining that the submitted Disbursement Certificate has been properly completed, the Executive Director shall cause the Comptroller to transfer funds in the Project Fund to the appropriate fund(s) of the Qualified Agency in the amount(s) set forth in the Disbursement Certificate. The Qualified Agency shall apply the funds so transferred to the payment of Project Costs.

(e) Disbursements from the related account of the Project Fund for the payment of Project Costs shall not exceed, in the aggregate, the Project Completion Amount without the prior approval of the Executive Director (which approval shall be based on availability of funds and legal authorization).

(f) Before a disbursement from the related account of the Project Fund may be made with respect to any Project Component in excess of the estimated cost of such component shown on Exhibit A of this Financing Agreement, the Qualified Agency shall give notice to the Executive Director identifying such Project Component and stating the amount of such excess.

(g) In the event that the Authority determines that the Qualified Agency has breached any material representation, warranty, or agreement in this Financing Agreement, the Authority, in its discretion, may suspend further disbursement of the related account of the Project Fund if, in the opinion of the Texas Attorney General (1) such suspension is lawful, and (2) such breach constitutes a breach of this Financing Agreement and such suspension may commence not sooner than the 30th day after the date of delivery to an Authorized Agency Representative of notice of such suspension, and may continue until such breach is cured or is waived by the Executive Director. If such breach is not cured or waived within 90 days after the date such suspension commenced, the Authority may apply any remaining funds in the related account of the Project Fund allocated to the payment of Project Costs in the manner permitted by the Resolution and law.

(h) To the extent required by law, the Qualified Agency has submitted a master plan for construction of its facilities and shall periodically revise the master plan in accordance with such law.

SECTION 3.07 Status Reports.

Not later than the 15th day of each month, through the month following the month in which the Project Completion Date occurs, the Qualified Agency shall prepare and deliver to the Executive Director a status report, containing the information set forth in Exhibit E to this Financing Agreement, covering the preceding calendar month. At other times (whether before or after the Project Completion Date), the Qualified Agency shall provide the Executive Director, upon request, with any information available to the Qualified Agency regarding the expenditure of funds disbursed to the Qualified Agency from the related account of the Project Fund or the condition or use of the Project.

SECTION 3.08 Inspection of Project.

The Authority and its authorized agents, at reasonable times before and after completion of the Project, may enter on and inspect the Project and examine any records of the Qualified Agency relating to the Project.

SECTION 3.09 Completion of Project.

Upon the completion of the Project (or when no further proceeds of the Notes are to be expended for Project Costs), the Qualified Agency shall deliver to the Executive Director a properly completed Project Completion Certificate.

SECTION 3.10 Use of Project.

(a) The Qualified Agency may allow the Project to be used for any lawful purpose so long as such use does not constitute an Event of Taxability.

(b) The Qualified Agency shall not allow the lease of any part of the Project to, or permit any part of the Project to be operated or otherwise used by, an entity other than an agency or political subdivision of the State without the prior approval of the Executive Director. The Authority shall direct the Executive Director to approve any proposed arrangement for use of the Project (or a part thereof by a nongovernmental entity upon obtaining an opinion of Bond Counsel to the effect that such arrangement will not constitute an Event of Taxability.

SECTION 3.11 Authority Not Responsible for Project.

(a) The Authority has no responsibility for the acquisition, construction, equipping, repair, or renovation of the Project or for the operation or maintenance of the Project.

(b) If the Project Fund is insufficient for the payment of all of the Project Costs, the Authority is not responsible for the payment of any Project Costs that cannot be paid from the Project Fund.

SECTION 3.12 Necessity for Project.

The Qualified Agency represents to the Authority that, as of the Closing Date:

- (1) the provision of the Project in accordance with the Project Completion Schedule is necessary in order for the Qualified Agency to effectively carry out its lawful duties and functions; and
- (2) the Qualified Agency expects that the Project will be used for the purposes for which it is designed for the entire useful economic life of the Project.

ARTICLE IV

THE NOTES

SECTION 4.01 Issuance of the Notes.

The Authority shall use its best efforts to issue and sell the Notes from time to time in an amount that is sufficient for the Project Completion Amount to be made available in the Project Fund for the payment of the Project Costs.

SECTION 4.02 Cooperation by Qualified Agency.

The Qualified Agency shall take the action(s), enter into the agreement(s), provide the certification(s) contemplated by this Financing Agreement, and otherwise cooperate with the Authority and its agents, to effect the lawful issuance and administration of the Notes under this Financing Agreement.

SECTION 4.03 Maintaining Tax-Exempt Status of the Notes.

(a) Not to Cause Interest to Become Taxable. (a) The Qualified Agency will at all times do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

(b) The Qualified Agency covenants to refrain from any action which would adversely affect, or to take such action to assure, the treatment of the Notes as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Qualified Agency covenants as follows:

- (i) to take any action to assure that no more than 10 percent of the proceeds of the Notes (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, such amounts, whether or not received by the Qualified Agency, with respect to such private business use, do not, under the terms of the Resolution or any underlying arrangement, directly or indirectly, secure or provide for the

payment of more than 10 percent of the debt service on the Notes, in contravention of section 141(b)(2) of the Code;

(ii) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Notes less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iii) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(iv) to take any action to assure that no more than 5 percent of the proceeds of the Notes are used to provide any output facility (other than a facility for furnishing water) with respect to which there is any "private business use" as more fully set forth in section 141(b)(3) of the Code;

(v) to refrain from taking any action which would otherwise result in the Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(vi) to refrain from taking any action that would result in the Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vii) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Notes, other than investment property acquired with -

(A) proceeds of the Notes invested for a reasonable temporary period of 3 years or less until such proceeds are needed for the purpose for which the notes are issued;

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Regulations; and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Notes; and

(viii) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes as may be necessary, so that the Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage), section 149(g) of the Code (relating to hedge bonds), and, to the extent applicable, section 149(d) of the Code (relating to advance refundings).

(c) The Qualified Agency will account for the expenditure of sale proceeds and investment earnings to be used for the Project on its books and records in accordance with the requirements of the Code. The Qualified Agency recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Authority recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Notes, or (2) the date the Notes are retired. The Qualified Agency agrees to obtain the advice of Bond Counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes hereof, the Qualified Agency shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The Qualified Agency shall not, expend, or permit to be expended, the proceeds of the Notes in any manner inconsistent with its reasonable expectations as certified in the Federal Tax Certificates to be executed from time to time with respect to the Notes; provided, however, that the Qualified Agency may expend proceeds of the Notes in any manner if the Qualified Agency first obtains an unqualified opinion of Bond Counsel that such expenditure will not impair the exemption from federal income taxation of interest paid on the Notes.

SECTION 4.04 OMITTED.

SECTION 4.05 Disclosure Documents.

(a) The Qualified Agency shall provide the Authority, promptly upon request, with available information relating to the Qualified Agency or the Project that the Executive Director determines appropriate for inclusion in the Disclosure Documents. The Qualified Agency authorizes the Authority to include any such information in the Disclosure Documents.

(b) The Qualified Agency shall provide the Authority with certification of an Authorized Agency Representative to the effect that the information contained in the Disclosure Documents provided by the Qualified Agency is accurate and does not omit any information necessary to make the information provided not misleading.

(c) The Qualified Agency authorizes the Authority and any offeree or purchaser of the Notes to rely on the information and certifications provided by the Qualified Agency under this section. The Notes will not be issued unless the information and certifications requested under this section have been provided by the Qualified Agency.

ARTICLE V

PARTICULAR AGREEMENTS

SECTION 5.01 Recordkeeping.

The Executive Director shall retain, as official records of the Authority, all Disbursement Certificates, the Project Completion Certificate, and all periodic Project status reports submitted by the Qualified Agency pursuant to this Financing Agreement.

SECTION 5.02 Indemnification of Qualified Agency.

The Qualified Agency represents that, subject to applicable law, it intends that each Facility Contract providing for payment of goods or services exceeding \$25,000 will require indemnification of the Qualified Agency. The Qualified Agency will be provided with insurance, a surety bond, or other form of financial assurance, from a financially sound provider, that assures performance under such Facility Contract with respect to such indemnification, unless the Qualified Agency determines that such financial assurance is not necessary or is required in a reduced amount.

SECTION 5.03 Availability of Other Funding.

As of the Closing Date, the Qualified Agency represents that no funds (other than funds derived from note proceeds) have been appropriated to the Qualified Agency for the biennium in which the Notes are issued for application to the payment of Project Costs that are to be paid with the proceeds of the Notes. It is understood and agreed, however, that the Qualified Agency may apply funds other than bond proceeds for payment of Project Costs in compliance with applicable law.

SECTION 5.04 Real Property.

The Qualified Agency represents that, subject to applicable law, it does not intend to acquire real property at a purchase price in excess of \$25,000 unless:

(1) such property is suitable for the Qualified Agency's intended use and has no defect or condition (including, without limitation, pollution or hazardous waste defects) that would jeopardize such use; or

(2) the Qualified Agency determines that, notwithstanding such nonsuitability, defect, or condition (as applicable), such acquisition is appropriate.

SECTION 5.05 Title Insurance.

The Qualified Agency represents that, subject to applicable law, it does not intend to acquire any real property at a purchase price in excess of \$25,000 unless:

(1) the Qualified Agency's title to such property is insured by title insurance in an amount not less than the purchase price paid by the Qualified Agency, subject to standard printed exceptions, with only those changes thereto normally required by a prudent purchaser; or

(2) the Qualified Agency determines that the acquisition of such real property without such title insurance is appropriate.

SECTION 5.06 Project Design.

The Qualified Agency represents that the Project has been (or will be) designed to satisfy all of the purposes that the Qualified Agency intends the Project to serve, and that the Qualified Agency has used (or will use) all reasonable efforts to ensure that the Project is designed so that the Project will be provided, and can be operated, at such reasonable cost as is consistent with applicable legal requirements and the sound business judgment of the Qualified Agency.

ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 6.01 Term of Agreement.

This Financing Agreement shall take effect upon its delivery by the parties hereto and shall remain in effect until the Notes have been fully paid or until no more periodic status reports are required from the Qualified Agency under this Financing Agreement, whichever is the later to occur.

SECTION 6.02 Amendment.

The Authority and the Qualified Agency, by mutual agreement, may amend this Financing Agreement if, before the amendment takes effect:

(1) the Qualified Agency obtains an opinion of its legal counsel to the effect that such amendment is permitted under the Agency Regulations and other law governing the Qualified Agency; and

(2) either of the following requirements is satisfied:

(A) the Authority obtains an opinion of Bond Counsel to the effect that such amendment will not constitute an Event of Taxability, violate the Authorizing Law or the Resolution, or adversely affect the rights of the owners of the Notes thereunder, or

(B) the owners of at least a majority in aggregate principal amount of the outstanding Notes affected by such amendment consent thereto.

SECTION 6.03 Notices and Other Communications.

(a) Notices, certificates, approvals, and other communications under this Financing Agreement shall be in writing and delivered by United States mail, postage paid, by telex, telegram, or other electronic transmission, or by express or personal delivery, addressed as follows:

(1) if to the Qualified Agency:

Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701

Attention: Executive Director

(2) if to the Authority:

Texas Public Finance Authority
300 West 15th Street
Suite 411
Austin, Texas 78701

Attention: Executive Director

(3) if to the Comptroller :

Comptroller of Public Accounts of the State of Texas
208 East 10th Street
Austin, Texas 78701

Attention: Chief Investment Officer

(b) Any such party may designate any additional or different address to which communications under this Financing Agreement shall be delivered by giving at least five days' advance notice thereof to the affected party.

(c) Any communication delivered by mail in compliance with this section is deemed to have been delivered as of the date of deposit in the mail.

(d) A provision of this Financing Agreement that provides for a different method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

SECTION 6.04 Exclusive Benefit.

This Financing Agreement shall inure to the exclusive benefit of and be binding on the Authority, the Qualified Agency, and their respective successors.

SECTION 6.05 Severability.

If any part of this Financing Agreement is ruled unenforceable by a court of competent jurisdiction, this Financing Agreement shall remain operable to the fullest extent possible under the application of such ruling.

SECTION 6.06 Conflict with Memorandum.

In the event of a conflict between this Financing Agreement and the Memorandum, this Financing Agreement shall supersede the Memorandum to the extent of the conflict.

SECTION 6.07 Counterparts.

This Financing Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same document.

SECTION 6.08 Governing Law.

This Financing Agreement shall be governed by and construed in accordance with the law of the State of Texas.

SECTION 6.09 Funding Agreement.

In order to ensure compliance with the Project related covenants contained in this Financing Agreement, the Qualified Agency shall execute an agreement similar in form to the Funding Agreement attached hereto as Exhibit G, or other similar agreement acceptable to the Authority, with each county receiving financing for a Project from the proceeds of the Notes.

IN WITNESS WHEREOF, the parties have caused this Financing Agreement to be executed by their respective duly authorized officers as of the date first above written.

TEXAS PUBLIC FINANCE AUTHORITY

By: Kimberly K Edwards
Executive Director

TEXAS DEPARTMENT OF TRANSPORTATION

By: M. W. Behrens
Title: Executive Director

EXECUTION PAGE

EXHIBIT A
TO THE
FINANCING AGREEMENT

The Project consists of grants to border counties for colonia access roadway projects under the authority of Chapter 1403, Texas Government Code and the program rules of the Texas Transportation Commission set forth in 43 TAC 15.100 et. seq. ("Rules"). A copy of the Rules is attached hereto as Attachment I and is incorporated for all purposes.

Under the Rules, the first program call of \$50 million has been awarded by order of the Texas Transportation Commission to the counties listed in the exhibits to the orders attached hereto as Attachment II, for the purposes as set forth in Attachment II.

Subsequent awards will be made to counties in accordance with the procedures required by the Rules.

**SUBCHAPTER I. BORDER COLONIA
ACCESS PROGRAM**

§15.100. Purpose.

Senate Bill 1296, 77th Legislature, 2001, requires the Texas Public Finance Authority, in accordance with requests from the Office of the Governor, to issue general obligation bonds and notes in an aggregate amount not to exceed \$175 million, and as directed by the department, distribute the proceeds to counties to provide financial assistance for colonia access roadway projects to serve border colonias. The legislation requires the commission to establish a program to administer the use of the proceeds of the bonds and notes. Rider 52 to the department's appropriations for Fiscal Years 2002-2003 requires the department to establish a transportation program to improve access to colonias. The sections under this subchapter set forth the procedures by which a county may apply for assistance under Senate Bill 1296 and Rider 52 and establish criteria by which the commission will select projects.

§15.101. Definitions.

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) AASHTO--The American Association

of State Highway and Transportation Officials.

(2) Border colonia--A community, located in an eligible county, that is identified as a colonia in the Texas Water Development Board's colonia database.

(3) Border districts--The El Paso, Laredo, Pharr, and Odessa department districts.

(4) Commission--The Texas Transportation Commission.

(5) County road--A road owned and maintained by a county.

(6) Department--The Texas Department of Transportation.

(7) Eligible costs--The cost of constructing, administering, or providing drainage for a project or acquiring materials used in maintaining a project.

(8) Eligible county--A county located in the El Paso, Laredo, or Pharr department districts, and Terrell County, that has adopted the model rules promulgated by the Texas Water Development Board under Water Code, §16.343.

(9) Executive director--The executive director of the department.

(10) Minimum colonia access road standards--Road standards for the applicable transportation facility, as described in:

(A) the latest editions of appropriate AASHTO design guidelines; or

(B) road standards adopted by a county

under Local Government Code, §232.025 and approved by the executive director or designee as sufficient to protect the safety of the traveling public.

(11) Public road--A road owned and maintained by a municipality, county, or the department.

§15.102. Eligibility.

For a project to be eligible for consideration for the program, it must:

- (1) be located within an eligible county;
- (2) have one terminus at or within a border colonia and one terminus at a public road; and
- (3) be designed and constructed by the county or its contractor to minimum colonia access road standards.

§15.103. Application Procedures.

(a) The department, through the border district offices, will issue a program call to the eligible counties to prepare an application for each project that a county would like to submit for consideration. The border district offices will have application forms available for the counties.

(b) The department will establish a deadline for applications to be received. In order to be considered for the program call, the application must provide:

- (1) a clear and concise description of the

work proposed;

(2) an implementation plan, including a schedule of proposed activities and a detailed estimate of project costs;

(3) a map delineating project location and termini; and

(4) documentation addressing the criteria prescribed in §15.104 of this subchapter.

(c) The department will evaluate the applications, and if determined to be in compliance with this section, will submit the applications to the commission for approval under §15.105 of this subchapter.

§15.104. Project Selection Criteria.

(a) The commission will consider the following criteria for project selection:

(1) population of the border colonia the project is to serve, based on the latest estimates from the Texas Water Development Board;

(2) condition of current roads, such as the number of existing paved roads in and to the border colonia the project is to serve;

(3) whether the project is on an existing or planned school bus route;

(4) access to other parts of the region, such as the number of roads, paved or unpaved, to the border colonia the project is to serve; and

(5) the number resulting from dividing the border colonia population whose residences

about the project limits by the number of miles of roadway in the project.

(b) Each criterion will be weighted 20 points, for a total possible score of 100. The commission will consider the projects in descending rank order as far as available funding permits.

§15.105. Apportionment.

The department will apportion and distribute available funds in the manner described by this section.

(1) The first 50% of available funds will be distributed to a county in proportion to its border colonia population, based on the latest estimates from the Texas Water Development Board. The commission will fund the highest ranked projects as evaluated and scored under §15.104 of this subchapter.

(2) The remaining 50% of available funds will then be distributed to individual counties on a project by project basis. All projects submitted by the counties and not funded under paragraph (1) of this section will be funded in descending rank order as determined under §15.104 of this subchapter as available funding permits.

(3) If a county did not submit sufficient eligible projects to expend funds available under paragraph (1) of this section, the remaining funds will be distributed in

accordance with paragraph (2) of this section.

(4) Funds available as a result of a county being prohibited from continued participation in the program under §15.106(e) of this subchapter or because of county reimbursements under §15.106(f) of this subchapter will be distributed in accordance with paragraph (2) of this section.

(5) Projects will be funded based on the project cost estimates provided by a county under §15.103 of this subchapter. Project costs above that estimate are the responsibility of the county. A county may seek additional funds for a project if the department issues subsequent program calls.

§15.106. Program Administration.

(a) Agreement. Prior to receiving funds under this program, a county must execute an agreement with the department. The agreement, among other things, will include a commitment by the county to:

(1) place the project on the county road system;

(2) complete any water and wastewater services that are expected to be placed in or across an approved road project right of way prior to constructing the project;

(3) expend funds received only on eligible costs;

(4) comply with all applicable federal,

state, and local environmental laws and regulations and permitting requirements;

(5) maintain the road; and

(6) comply with the grant management standards in subsection (c) of this section.

(b) Application costs. Costs incurred in the preparation of applications submitted under §15.103 of this subchapter are not reimbursable with funds received under this program.

(c) Grant management standards. A county receiving funds under this program must:

(1) comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 1 TAC §§5.141-5.167; and

(2) upon project selection, submit a financial report that shows how it will use the funds to build the project.

(d) Certification. Upon project completion, a county receiving funds must submit a written certification that it has complied with the requirements of this subchapter, including a certification that the project has been constructed in accordance with those requirements.

(e) Compliance. The executive director may:

(1) prohibit a county from participating in the program if the executive director

determines that the county has not complied with one or more requirements of this subchapter;

(2) prohibit a county from continuing to participate in the program until such time as the executive director determines that the county has complied with all requirements of this subchapter; or

(3) eliminate a project from participation in the program if the project is not implemented within a reasonable time, as determined by the department in consultation with the county (in the absence of information suggesting that a shorter or longer period is appropriate, three years from the date of the agreement with the department is considered appropriate).

(f) Reimbursement. If a county does not complete a project, the department may seek reimbursement of funds received by the county for that project.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

Page 1 of 2

Districts VARIOUS

Senate Bill 1296, 77th Legislature, 2001, requires the Texas Public Finance Authority (TPFA) to, as authorized by the Office of the Governor, issue general obligation bonds and notes in an aggregate amount not to exceed \$175 million. The TPFA shall, as directed by the Texas Department of Transportation (department), distribute the proceeds to counties to provide financial assistance for colonia access roadway projects to serve border colonias. The legislation further requires the Texas Transportation Commission (commission) to establish a program to administer the use of the proceeds of the bonds and notes. Rider 52 to the department's appropriations for Fiscal Years 2002-2003 requires the department to establish a program to improve access to colonias.

The department has worked with the Office of the Governor, the Secretary of State, the Texas Water Development Board, and the Texas A&M University Center for Housing and Urban Development to develop rules for the program. On December 13, 2001, by Minute Order 108738, the commission adopted rules for the program, codified at Title 43, Texas Administrative Code, §§15.100-15.106.

On January 18, 2002, a program call for \$50 million was issued. The project applications were received by February 15, 2002.

The department evaluated the applications in accordance with §15.103(c) of the rules. Applications determined to be in compliance with the rules were submitted to the commission for selection.

In accordance with §15.104, the commission evaluated the applications by considering the following criteria:

- population of the border colonia the project is to serve, based on the latest estimates from the Texas Water Development Board;
- condition of current roads, such as the number of existing paved roads in and to the border colonia the project is to serve;
- whether the project is on an existing or planned school bus route;
- access to other parts of the region, such as the number of roads, paved or unpaved, to the border colonia the project is to serve; and
- the number resulting from dividing the border colonia population whose residences abut the project limits by the number of miles of roadway in the project.

As required by §15.104, the commission ranked the projects by giving each criterion a weight of 20 points, for a total possible score of 100. The commission then considered the projects in descending order as far as available funding allowed.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

Page 2 of 2

Districts VARIOUS

As provided by §15.105, the commission distributed the funds that were available to counties in proportion to their border colonia population. The commission funded the highest ranked projects as evaluated and scored. The commission will distribute the remainder of the first program call to individual counties on a project-by-project basis at a later date.

IT IS THEREFORE ORDERED by the commission that the projects described in Exhibit A of this order are approved for funding under the Border Colonia Access Program.

IT IS FURTHER ORDERED that after the TPFA has issued the bonds, then an agreement between the department and the respective counties will be executed according to the conditions stated in §§15.100-15.106.

Submitted and reviewed by:

Recommended by:

Director, Transportation Planning
and Programming Division

Executive Director

108813 FEB 28 02
Minute Date
Number Passed

EXHIBIT A
 Border Colonia Access Program
 County Allocation Call
 February 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
5	BREWSTER	Marathon	paving	\$318,800	1.5	540	80.0	\$52,131
							County total	\$52,131
205	BROOKS	La Parita, Cantu, Airport Rd, Encino, Rush Addn, Balmares	repaving	\$1,290,000	58.0	547	90.0	\$44,311
							County total	\$44,311
22	CAMERON	Laureles	repaving	\$719,000	1.1	1470	79.5	\$719,000
25	CAMERON	Santa Maria	repaving	\$100,000	2.9	1161	75.8	\$100,000
23	CAMERON	Santa Rosa #3	paving	\$414,000	1.1	170	52.8	\$414,000
24	CAMERON	Glenn Wood Acres	paving	\$147,000	0.3	172	52.3	\$147,000
21	CAMERON	Del Mar Height	repaving	\$396,000	0.5	268	50.1	\$396,000
19	CAMERON	Paredes Estates	repaving	\$524,000	0.4	170	47.5	\$524,000
20	CAMERON	Palmer	repaving	\$86,000	0.1	147	26.6	\$86,000
							County total	\$2,386,000
182	DUVAL	Cadena	paving and repaving	\$308,700	6.3	89	90.0	\$284,836
							County total	\$284,836
13	EL PASO	Villa Lobos, Mission Trail, Los Abes, Campo Bello	repaving and drainage	\$2,322,736	4.5	2368	90.5	\$2,322,736
8	EL PASO	Spark's	repaving, drainage, and paving	\$889,427	2.2	3060	83.4	\$889,427
10	EL PASO	Las Pampas	repaving and drainage	\$609,286	2.4	1117	73.4	\$609,286
9	EL PASO	Plaza Bernal	repaving and drainage	\$121,398	0.7	304	73.0	\$121,398

EXHIBIT A
Border Colonia Access Program
County Allocation Call
February 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
14	EL PASO	Lordsville, San Paulo, Birbridge Acres	repaving and drainage	\$408,031	2.4	786	71.8	\$408,031

EXHIBIT A
 Border Colonia Access Program
 County Allocation Call
 February 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
16	EL PASO	Colonias De Las Dalias	repaving and drainage	\$1,111,388	4.7	1127	71.5	\$1,053,482
							County total	\$5,404,360
124	HIDALGO	Capaisallo Park Sub	paving and drainage	\$42,273	0.2	916	94.8	\$42,273
125	HIDALGO	Capaisallo Park sub	paving and drainage	\$42,273	0.2	916	94.8	\$42,273
126	HIDALGO	Capaisallo Park Sub	paving and drainage	\$42,273	0.2	916	94.8	\$67,679
127	HIDALGO	Capaisallo Park Sub	paving and drainage	\$42,273	0.2	916	94.8	\$42,273
128	HIDALGO	Capaisallo Park Sub	paving and drainage	\$42,273	0.2	916	94.8	\$42,273
167	HIDALGO	Puesta Del Sol	paving and drainage	\$45,258	0.2	874	93.2	\$45,258
168	HIDALGO	Puesta Del Sol	paving and drainage	\$45,258	0.2	874	93.2	\$45,258
177	HIDALGO	Wes-Mer	paving and drainage	\$24,307	0.1	570	91.7	\$24,307
178	HIDALGO	Wes-Mer	paving and drainage	\$24,307	0.1	570	91.7	\$24,307
97	HIDALGO	Faysville	paving and drainage	\$70,613	0.3	978	91.4	\$70,613
169	HIDALGO	Puesta Del Sol	paving and drainage	\$102,460	0.5	874	84.0	\$102,460
179	HIDALGO	Wes-Mer	paving and drainage	\$49,735	0.2	570	81.7	\$49,735
180	HIDALGO	Wes-Mer	paving and drainage	\$49,735	0.2	570	81.7	\$49,735
88	HIDALGO	Bar5	repaving and drainage	\$69,702	0.2	510	74.4	\$69,702
89	HIDALGO	Bar5	repaving and drainage	\$60,250	0.2	510	74.4	\$60,250
90	HIDALGO	Bar5	repaving and drainage	\$69,702	0.2	510	74.4	\$69,702
74	HIDALGO	Lopezville	repaving and drainage	\$125,680	0.2	495	73.8	\$125,680
76	HIDALGO	Lopezville	repaving and drainage	\$125,680	0.2	495	73.8	\$125,680
149	HIDALGO	La Loma Alta	paving and drainage	\$39,522	0.2	340	72.9	\$39,522
150	HIDALGO	La Loma Alta	paving and drainage	\$67,332	0.2	340	72.9	\$67,332
151	HIDALGO	La Loma Alta	paving and drainage	\$67,332	0.2	340	72.9	\$67,332
130	HIDALGO	Chapa 3	paving and drainage	\$52,911	0.3	383	72.3	\$52,911
131	HIDALGO	Chapa 3	paving and drainage	\$52,911	0.3	383	72.3	\$52,911

EXHIBIT A
 Border Colonia Access Program
 County Allocation Call
 February 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
111	HIDALGO	Sandy Ridge	paving and drainage	\$70,080	0.3	350	71.3	\$70,080
112	HIDALGO	Sandy Ridge	paving and drainage	\$70,080	0.3	350	71.3	\$70,080
99	HIDALGO	Hilda #1	paving and drainage	\$13,008	0.1	200	71.1	\$13,008
73	HIDALGO	Lopezville	repaving and drainage	\$181,070	0.3	495	70.9	\$181,070
75	HIDALGO	Lopezville	repaving and drainage	\$181,070	0.3	495	70.9	\$181,070
79	HIDALGO	Primavera 2	repaving and drainage	\$115,030	0.2	626	70.4	\$115,030
80	HIDALGO	Primavera 2	repaving and drainage	\$115,030	0.2	626	70.4	\$115,030
119	HIDALGO	Angela Subdivision	paving and drainage	\$67,241	0.2	253	69.6	\$67,241
120	HIDALGO	Angela Subdivision	paving and drainage	\$86,486	0.2	253	69.6	\$86,486
77	HIDALGO	Primavera 2	repaving and drainage	\$176,810	0.3	626	69.5	\$176,810
78	HIDALGO	Primavera 2	repaving and drainage	\$176,810	0.3	626	69.5	\$176,810
171	HIDALGO	River Road	paving and drainage	\$73,163	0.2	316	69.4	\$73,163
172	HIDALGO	River Road	paving and drainage	\$58,356	0.2	316	69.4	\$58,356
140	HIDALGO	Delta West	paving and drainage	\$54,033	0.2	234	68.9	\$54,033
142	HIDALGO	Delta West	paving and drainage	\$50,418	0.2	234	68.9	\$50,418
143	HIDALGO	Delta West	paving and drainage	\$50,438	0.2	234	68.9	\$50,438
144	HIDALGO	Delta West	paving and drainage	\$50,438	0.2	234	68.9	\$50,438
157	HIDALGO	Mid Valley Estates	repaving and drainage	\$33,897	0.1	246	68.7	\$33,897
158	HIDALGO	Mid Valley Estates	repaving and drainage	\$31,759	0.1	246	68.7	\$31,759
136	HIDALGO	De Anda	paving and drainage	\$26,598	0.1	154	68.6	\$26,598
137	HIDALGO	De Anda	paving and drainage	\$11,410	0.1	154	68.6	\$11,410
109	HIDALGO	Rcw	paving and drainage	\$76,756	0.3	266	68.6	\$76,756
110	HIDALGO	Rcw	paving and drainage	\$67,625	0.3	266	68.6	\$67,625
98	HIDALGO	Hilda #1	paving and drainage	\$67,929	0.2	200	67.6	\$67,929
141	HIDALGO	Delta West	paving and drainage	\$64,920	0.3	234	67.5	\$64,920
92	HIDALGO	El Seco	paving and drainage	\$37,811	0.1	120	66.7	\$37,811
93	HIDALGO	El Seco	paving and drainage	\$34,383	0.1	120	66.7	\$34,383
104	HIDALGO	Meadow Lands	paving and drainage	\$58,767	0.2	160	66.1	\$58,767

EXHIBIT A
 Border Colonia Access Program
 County Allocation Call
 February 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
105	HIDALGO	Meadow Lands	paving and drainage	\$58,767	0.2	160	66.1	\$58,767
115	HIDALGO	Summerwood	paving and drainage	\$51,698	0.2	150	65.7	\$51,698
116	HIDALGO	Summerwood	paving and drainage	\$51,698	0.2	150	65.7	\$51,698
132	HIDALGO	Chapa 2	repaving and drainage	\$44,632	0.2	268	65.2	\$44,632
133	HIDALGO	Chapa 2	repaving and drainage	\$189,700	0.2	268	65.2	\$189,700
103	HIDALGO	Meadow Lands	paving and drainage	\$60,556	0.3	160	65.1	\$60,556
162	HIDALGO	Old Rebel Heights II	paving and drainage	\$25,100	0.2	180	65.1	\$25,100
113	HIDALGO	Seminary Estates	paving and drainage	\$64,436	0.2	126	64.8	\$64,436
94	HIDALGO	Evangeline Gardens	paving and drainage	\$31,353	0.1	86	64.8	\$31,353
95	HIDALGO	Evangeline Gardens	paving and drainage	\$31,353	0.1	86	64.8	\$31,353
96	HIDALGO	Evangeline Gardens	paving and drainage	\$31,353	0.1	86	64.8	\$31,353
181	HIDALGO	Old Rebel Heights	paving and drainage	\$40,600	0.3	180	64.6	\$40,600
100	HIDALGO	Hillcrest Terrace	paving and drainage	\$77,177	0.3	140	64.5	\$77,177
86	HIDALGO	Bar 2	repaving and drainage	\$60,672	0.2	250	64.5	\$60,672
87	HIDALGO	Bar 2	repaving and drainage	\$60,672	0.2	250	64.5	\$60,672
164	HIDALGO	La Paloma	repaving and drainage	\$31,789	0.1	261	64.5	\$31,789
117	HIDALGO	Towne East	paving and drainage	\$67,685	0.3	139	64.2	\$67,685
134	HIDALGO	Tiejerina	paving and drainage	\$49,724	0.2	108	64.1	\$49,724
135	HIDALGO	Tiejerina	paving and drainage	\$38,468	0.2	108	64.1	\$38,468
176	HIDALGO	El Waterfall Road	paving and drainage	\$45,639	0.2	108	64.1	\$45,639
121	HIDALGO	Angela Subdivision	paving and drainage	\$20,446	0.1	253	64.1	\$20,446
122	HIDALGO	Angela Subdivision	paving and drainage	\$20,446	0.1	253	64.1	\$20,446
58	HIDALGO	Goodwin Heights 1	repaving and drainage	\$199,761	0.4	306	63.9	\$199,761
118	HIDALGO	Tropicana	paving and drainage	\$54,644	0.2	114	63.7	\$54,644
146	HIDALGO	George Lookingbill Sub 1	paving and drainage	\$37,159	0.2	95	63.6	\$37,159
147	HIDALGO	George Lookingbill Sub 1	paving and drainage	\$37,159	0.2	95	63.6	\$37,159

EXHIBIT A
 Border Colonia Access Program
 County Allocation Call
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Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
154	HIDALGO	Matt	repaving and drainage	\$18,700	0.1	149	63.3	\$18,700
156	HIDALGO	Matt	repaving and drainage	\$20,200	0.1	149	63.3	\$20,200
152	HIDALGO	Mary Ann	paving and drainage	\$59,129	0.3	95	63.1	\$59,129
153	HIDALGO	Mary Ann	paving and drainage	\$59,129	0.3	95	63.1	\$59,129
63	HIDALGO	Los Ebanos	repaving and drainage	\$616,032	1.0	747	62.9	\$616,032
145	HIDALGO	Flea Market	paving and drainage	\$50,301	0.2	69	62.6	\$50,301
61	HIDALGO	Hilda	repaving and drainage	\$120,171	0.2	200	62.6	\$120,171
138	HIDALGO	Delmiro Jackson	paving and drainage	\$50,107	0.2	68	62.6	\$50,107
170	HIDALGO	Ramiro Leal	paving and drainage	\$57,729	0.2	68	62.6	\$57,729
148	HIDALGO	Harmel	paving and drainage	\$37,159	0.2	64	62.4	\$37,159
159	HIDALGO	North Capisallo	paving and drainage	\$49,725	0.2	63	62.4	\$49,725
101	HIDALGO	Imperial	paving and drainage	\$45,358	0.2	61	62.1	\$45,358
91	HIDALGO	Cottonwood	paving and drainage	\$86,997	0.4	72	62.1	\$86,997
68	HIDALGO	Arco Iris 2	repaving and drainage	\$161,890	0.3	257	62.1	\$161,890
69	HIDALGO	Arco Iris 2	repaving and drainage	\$161,890	0.3	257	62.1	\$161,890
114	HIDALGO	Simpatico Acres	paving and drainage	\$55,887	0.2	54	62.1	\$55,887
123	HIDALGO	Brenda Gay	paving and drainage	\$39,100	0.2	59	62.0	\$39,100
64	HIDALGO	Los Trevinos #4	repaving and drainage	\$248,769	0.3	216	61.9	\$248,769
71	HIDALGO	Las Palmas	repaving and drainage	\$139,540	0.3	252	61.8	\$139,540
72	HIDALGO	Las Palmas	repaving and drainage	\$139,540	0.3	252	61.8	\$139,540
160	HIDALGO	Oak Subdivision	paving and drainage	\$33,454	0.2	45	61.7	\$33,454
173	HIDALGO	Rosalito	paving and drainage	\$32,585	0.1	25	61.4	\$32,585
108	HIDALGO	Plantation Oaks North #2	paving and drainage	\$93,024	0.4	45	61.3	\$93,024
139	HIDALGO	Delta Courts	repaving and drainage	\$72,460	0.3	193	61.2	\$72,460
106	HIDALGO	Murillo	paving and drainage	\$55,990	0.2	23	60.9	\$55,990
107	HIDALGO	Murillo	paving and drainage	\$53,704	0.2	23	60.9	\$53,704
102	HIDALGO	Los Terrazos	paving and drainage	\$86,206	0.4	27	60.8	\$86,206

EXHIBIT A
 Border Colonia Access Program
 County Allocation Call
 February 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
174	HIDALGO	Delta Courts	repaving and drainage	\$25,475	0.1	193	60.7	\$25,475
155	HIDALGO	Matt	repaving and drainage	\$34,400	0.2	149	60.7	\$34,400
60	HIDALGO	Havana	repaving and drainage	\$173,364	0.5	175	59.8	\$173,364
175	HIDALGO	V&C	repaving and drainage	\$72,531	0.2	256	59.7	\$72,531
53	HIDALGO	Basham #12	repaving and drainage	\$128,951	0.4	144	59.2	\$128,951
55	HIDALGO	Basham #16	repaving and drainage	\$134,865	0.3	113	58.6	\$134,865
62	HIDALGO	La Palma	repaving and drainage	\$200,310	0.3	117	58.5	\$200,310
165	HIDALGO	La Paloma	repaving and drainage	\$59,250	0.3	261	58.4	\$59,250
166	HIDALGO	La Paloma	repaving and drainage	\$59,830	0.3	261	58.4	\$59,830
83	HIDALGO	Austin Gardens	repaving and drainage	\$21,523	0.1	59	58.3	\$21,523
84	HIDALGO	Austin Gardens	repaving and drainage	\$21,523	0.1	59	58.3	\$21,523
85	HIDALGO	Austin Gardens	repaving and drainage	\$21,523	0.1	59	58.3	\$21,523
67	HIDALGO	Perlas De Naranja	repaving and drainage	\$105,027	0.2	72	57.7	\$105,027
129	HIDALGO	Catherine	repaving and drainage	\$47,079	0.2	68	57.6	\$47,079
65	HIDALGO	North Country Estates 2	repaving and drainage	\$47,115	0.1	45	57.5	\$47,115
66	HIDALGO	North Country Estates 2	repaving and drainage	\$47,115	0.1	45	57.5	\$47,115
54	HIDALGO	Basham #13	repaving and drainage	\$128,524	0.3	77	57.5	\$128,524
70	HIDALGO	Country Living Estates 2	repaving and drainage	\$115,130	0.2	75	57.3	\$115,130
81	HIDALGO	Acacia	repaving and drainage	\$124,228	0.2	54	57.1	\$124,228
82	HIDALGO	Adam Lee	repaving and drainage	\$67,840	0.3	9	55.3	\$67,840
163	HIDALGO	Old Rebel Heights II	repaving and drainage	\$20,300	0.2	180	54.9	\$20,300
161	HIDALGO	Old Rebel Heights	repaving and drainage	\$24,400	0.3	180	54.8	\$24,400
57	HIDALGO	Country Corner Estates	repaving and drainage	\$70,708	0.1	81	49.5	\$70,708
56	HIDALGO	Carlos Acres	repaving and drainage	\$338,570	1.0	135	48.2	\$338,570

EXHIBIT A
 Border Colonia Access Program
 County Allocation Call
 February 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
52	HIDALGO	Alysonders	repaving and drainage	\$105,452	0.2	77	47.9	\$105,452
59	HIDALGO	Groveswood Estates	repaving and drainage	\$106,995	0.2	35	46.3	\$26,879
							County total	\$9,830,257
2	HUDSPETH	Sierra Blanca	paving and drainage	\$89,771	1.6	1100	100.0	\$89,129
							County total	\$89,129
7	JEFF DAVIS	Valentine	paving and repaving	\$1,039,981	2.7	200	100.0	\$14,481
							County total	\$14,481
26	JIM HOGG	Los Lomitas	paving and drainage	\$178,000	0.5	77	100.0	\$9,412
							County total	\$9,412
209	KINNEY	Spofford	paving and drainage	\$552,948	1.7	66	100.0	\$22,880
							County total	\$22,880
208	LA SALLE	Encinal	paving and drainage	\$992,713	3.1	917	100.0	\$102,958
							County total	\$102,958
188	MAVERICK	Los Quintas	repaving and drainage	\$14,800	0.2	3195	95.0	\$14,800
185	MAVERICK	Loma Bonita	paving and drainage	\$31,591	0.4	2664	69.5	\$31,591
183	MAVERICK	Loma Bonita	paving and drainage	\$48,356	0.6	2664	68.6	\$67,679
184	MAVERICK	Loma Bonita	paving and drainage	\$81,383	1.0	2664	67.8	\$81,383
189	MAVERICK	Crosscreek	paving and drainage	\$193,237	2.7	360	52.4	\$193,237
187	MAVERICK	Eagle Heights	paving and drainage	\$378,288	1.0	135	51.0	\$378,288
186	MAVERICK	Paisano Heights	repaving and drainage	\$131,000	1.0	18	45.1	\$131,000
							County total	\$897,978
1	PRESIDIO	Pueblo Nuevo	paving	\$1,387,734	3.6	320	100.0	\$59,733

EXHIBIT A
 Border Colonia Access Program
 County Allocation Call
 February 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
							County total	\$59,733
49	STARR	Olmito 1&2	paving	\$183,584	0.4	1224	90.0	\$183,584
50	STARR	Santa Cruz 2 & Indus Park	paving	\$167,517	0.5	970	75.1	\$167,517
48	STARR	Manual Garcia	paving	\$67,061	0.2	257	72.5	\$67,679
34	STARR	Rivera	paving	\$52,378	0.2	144	67.1	\$52,378
46	STARR	El Castillo	paving	\$125,920	0.4	158	65.2	\$125,920
37	STARR	Victoria	paving	\$34,999	0.1	158	62.9	\$34,999
38	STARR	Victoria	paving	\$33,250	0.1	158	62.9	\$33,250
39	STARR	Victoria	paving	\$37,624	0.1	158	62.9	\$37,624
40	STARR	Victoria	paving	\$39,811	0.1	158	62.9	\$39,811
41	STARR	Victoria	paving	\$41,998	0.1	158	62.9	\$41,998
47	STARR	Loma Linda East	paving	\$47,684	0.2	36	62.7	\$47,684
42	STARR	De La Cruz	paving	\$125,176	0.1	135	61.0	\$125,176
43	STARR	Fronton	paving	\$78,841	0.2	225	61.0	\$78,841
44	STARR	Roma Creek	paving	\$48,559	0.2	216	60.6	\$48,559
45	STARR	Roma Creek	paving	\$54,026	0.2	216	60.6	\$54,026
30	STARR	Hackberry	paving and repaving	\$68,169	0.2	153	57.5	\$68,169
33	STARR	Margarita	paving	\$46,299	0.1	68	55.6	\$46,299
31	STARR	Las Palmas	paving	\$38,163	0.1	90	55.1	\$38,163
36	STARR	Tierra Del Rada	paving	\$58,094	0.2	81	54.0	\$58,094
35	STARR	San Juan	paving	\$67,061	0.2	45	52.2	\$67,061
32	STARR	Loma Vista	paving	\$55,120	0.2	329	40.8	\$55,120
							County total	\$1,471,952
3	TERRELL	Sanderson	paving and drainage	\$179,925	0.8	1128	80.0	\$81,671
							County total	\$81,671

EXHIBIT A
 Border Colonia Access Program
 County Allocation Call
 February 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
4	VAL VERDE	Cienegas Terrace	paving and repaving	\$1,286,208	2.3	1412	92.5	\$447,455
							County total	\$447,455
196	WEBB	Los Corralitos	drainage	\$151,684	0.5	114	95.0	\$151,684
198	WEBB	Los Arcos	paving	\$627,960	2.0	112	82.3	\$627,960
195	WEBB	Las Pilas	paving	\$1,540,176	5.5	95	78.2	\$67,679
190	WEBB	Aquilares	paving and repaving	\$174,791	2.5	76	77.9	\$174,791
199	WEBB	Los Centenarios	paving	\$813,454	2.1	90	76.7	\$74,079
							County total	\$1,096,193
29	WILLACY	Chapa	paving, repaving	\$116,616	0.6	90	86.7	\$116,616
28	WILLACY	Colonia Del Angeles	repaving paving and drainage	\$72,159	0.1	45	80.0	\$72,159

EXHIBIT A
 Border Colonia Access Program
 County Allocation Call
 February 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
27	WILLACY	Colonia Del Angeles	repaving paving and drainage	\$113,181	0.3	45	76.7	\$67,679
							County total	\$256,454
206	ZAPATA	Medina	paving	\$298,679	2.6	2025	90.0	\$298,679
207	ZAPATA	Siesta Shores	paving	\$64,498	7.5	1200	63.0	\$64,498
							County total	\$363,177

Counties	19
Projects	209
Submitted project costs	\$39,554,052
Total costs approved for program	\$22,915,368

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

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Districts VARIOUS

Senate Bill 1296, 77th Legislature, 2001, requires the Texas Public Finance Authority (TPFA) to, as authorized by the Office of the Governor, issue general obligation bonds and notes in an aggregate amount not to exceed \$175 million. The TPFA shall, as directed by the Texas Department of Transportation (department), distribute the proceeds to counties to provide financial assistance for colonia access roadway projects to serve border colonias. The legislation further requires the Texas Transportation Commission (commission) to establish a program to administer the use of the proceeds of the bonds and notes. Rider 52 to the department's appropriations for Fiscal Years 2002-2003 requires the department to establish a program to improve access to colonias.

The department has worked with the Office of the Governor, the Secretary of State, the Texas Water Development Board, and the Texas A&M University Center for Housing and Urban Development to develop rules for the program. On December 13, 2001, by Minute Order 108738, the commission adopted rules for the program, codified at Title 43, Texas Administrative Code, §§15.100-15.106.

On January 18, 2002, a program call for \$50 million was issued. The project applications were received by February 15, 2002.

The department evaluated the applications in accordance with §15.103(c) of the rules. Applications determined to be in compliance with the rules were submitted to the commission for selection.

In accordance with §15.104, the commission evaluated the applications by considering the following criteria:

- population of the border colonia the project is to serve, based on the latest estimates from the Texas Water Development Board;
- condition of current roads, such as the number of existing paved roads in and to the border colonia the project is to serve;
- whether the project is on an existing or planned school bus route;
- access to other parts of the region, such as the number of roads, paved or unpaved, to the border colonia the project is to serve; and
- the number resulting from dividing the border colonia population whose residences abut the project limits by the number of miles of roadway in the project.

As required by §15.104, the commission ranked the projects by giving each criterion a weight of 20 points, for a total possible score of 100. The commission then considered the projects in descending order as far as available funding allowed.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

Page 2 of 2

Districts VARIOUS

As provided by §15.105, the commission distributed the funds that were available to counties in proportion to their border colonia population. The commission funded the highest ranked projects as evaluated and scored. The commission will distribute the remainder of the first program call to individual counties on a project-by-project basis at a later date.

On February 28, 2002, the commission approved Minute Order 108813, which contained a list of projects selected as described above.

Subsequently, additional projects have been identified that should be included in the allocation portion of the first program call. Also, some projects need to be amended or revised to correctly reflect the approved funds.

IT IS THEREFORE ORDERED by the commission that the projects described in Exhibit A of this order are approved for funding under the Border Colonia Access Program.

IT IS FURTHER ORDERED that after the TPFA has issued the bonds, an agreement between the department and the respective counties will be executed according to the conditions stated in §§15.100-15.106.

Submitted and reviewed by:

Recommended by:

Director, Transportation Planning
and Programming Division

Executive Director

108846 MAR 28 02
Minute Date
Number Passed

EXHIBIT A
 Border Colonia Access Program
 Supplemental County Allocation Call
 March 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
219	CAMERON	Arroyo Alto	paving	\$618,000	0.3	183	70.2	\$618,000
220	CAMERON	Bishop	paving and drainage	\$466,000	0.6	123	67.6	\$24,794
							County total	\$642,794
211	DIMMIT	Carrizo Hills	paving and drainage	\$1,675,503	5.0	872	100.0	\$307,064
							County total	\$307,064
*126	HIDALGO	Capaisallo Park	paving and drainage	\$42,273	0.2	916	94.8	\$42,273
*59	HIDALGO	Groveswood Estates	repaving and drainage	\$106,995	0.2	35	46.3	\$52,285
							County total	\$94,558
212	MAVERICK	Los Quintas	repaving and drainage	\$22,848	0.3	3195	78.1	\$22,848
*189	MAVERICK	Crosscreek	paving and drainage	\$376,487	2.7	360	52.4	\$376,487
							County total	\$399,335
218	STARR	Santa Cruz 2 and Santa Cruz Industrial Park	paving and drainage	\$135,587	0.5	970	85.1	\$135,587
*48	STARR	Manuel Garcia	paving	\$67,061	0.2	257	72.5	\$67,061
214	STARR	Margarita	paving and drainage	\$40,059	0.1	68	65.6	\$40,059
215	STARR	Margarita	paving and drainage	\$50,673	0.1	68	65.6	\$50,673
213	STARR	Las Palmas	paving and drainage	\$43,616	0.1	90	65.1	\$43,616
217	STARR	El Socio	paving and drainage	\$44,491	0.3	81	63.1	\$44,491
216	STARR	Rivera	paving and drainage	\$32,594	0.1	144	61.8	\$32,594

EXHIBIT A
 Border Colonia Access Program
 Supplemental County Allocation Call
 March 28, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	County total	Project cost approved for program
							County total	\$414,081
*195	WEBB	Las Pilas	paving	\$1,540,176	5.5	95	78.2	\$316,549
*190	WEBB	Aquilares	paving and repaving	\$174,791	2.5	76	77.9	\$0
*199	WEBB	Los Centenarios	paving	\$813,454	2.1	90	76.7	\$0
							County total	\$316,549
221	ZAVALA	Amaya and Brushy Creek	paving	\$328,940	1.0	264	100.0	\$328,940
							County total	\$328,940

Counties	7
Projects	17
Submitted project costs	\$6,579,548
Total costs approved for program	\$2,503,321

*indicates previously approved project that has been revised.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

Page 1 of 2

Districts VARIOUS

Senate Bill 1296, 77th Legislature, 2001, requires the Texas Public Finance Authority (TPFA) to, as authorized by the Office of the Governor, issue general obligation bonds and notes in an aggregate amount not to exceed \$175 million. The TPFA shall, as directed by the Texas Department of Transportation (department), distribute the proceeds to counties to provide financial assistance for colonia access roadway projects to serve border colonias. The legislation further requires the Texas Transportation Commission (commission) to establish a program to administer the use of the proceeds of the bonds and notes. Rider 52 to the department's appropriations for Fiscal Years 2002-2003 requires the department to establish a program to improve access to colonias.

The department has worked with the Office of the Governor, the Secretary of State, the Texas Water Development Board, and the Texas A&M University Center for Housing and Urban Development to develop rules for the program. On December 13, 2001, by Minute Order 108738, the commission adopted rules for the program, codified at Title 43, Texas Administrative Code, §§15.100 - 15.106.

On January 18, 2002, a program call for \$50 million was issued. The project applications were received by February 15, 2002.

The department evaluated the applications in accordance with §15.103(c) of the rules. Applications determined to be in compliance with the rules were submitted to the commission for selection.

In accordance with §15.104, the commission evaluated the applications by considering the following criteria:

- population of the border colonia the project is to serve, based on the latest estimates from the Texas Water Development Board;
- condition of current roads, such as the number of existing paved roads in and to the border colonia the project is to serve;
- whether the project is on an existing or planned school bus route;
- access to other parts of the region, such as the number of roads, paved or unpaved, to the border colonia the project is to serve; and
- the number resulting from dividing the border colonia population whose residences abut the project limits by the number of miles of roadway in the project.

As required by §15.104, the commission ranked the projects by giving each criterion a weight of 20 points, for a total possible score of 100. The commission then considered the projects in descending order as far as available funding allowed.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

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Districts VARIOUS

As provided by §15.105, the commission distributed the funds that were available to counties in proportion to their border colonia population. The commission funded the highest ranked projects as evaluated and scored. On February 28, 2002, the commission approved Minute Order 108813, which contained a list of these projects.

Subsequently, additional projects were identified that should have been included in the allocation portion of the first program call. Also, some projects needed to be amended or revised to correctly reflect the approved funds. On March 28, 2002, the commission approved Minute Order 108846, which contained a list of these projects.

The remaining funds from the allocation portion of the first program call were put into the competitive portion of the first program call as provided by §15.105. The projects were evaluated and selected by the commission as provided by §15.104.

IT IS THEREFORE ORDERED by the commission that the projects described in Exhibit A of this order are approved for funding under the Border Colonia Access Program.

IT IS FURTHER ORDERED that after the TPFA has issued the bonds, an agreement between the department and the respective counties will be executed according to the conditions stated in §§15.100 - 15.106.

Submitted and reviewed by:

Recommended by:

Director, Transportation Planning
and Programming Division

Executive Director

<u>108870</u>	<u>APR 25 02</u>
Minute Number	Date Passed

EXHIBIT A
 Border Colonia Access Program
 Competitive Call
 April 25, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
285	CAMERON	Cameron Park	drainage	\$7,200,000	12.0	4398	76.92	\$7,200,000
							County total	\$7,200,000
291	EL PASO	Canutillo Townsite and Southside Addition	drainage and repaving	\$640,810	1.9	3880	76.59	\$640,810
290	EL PASO	Westway 1,2,3 and 4	drainage and repaving	\$1,000,020	2.8	3322	73.58	\$1,000,020
292	EL PASO	Desert Glen, Deerfield Park, Homestead Meadows South and Montana Vista Estates	drainage and repaving	\$1,079,370	2.8	3720	72.62	\$1,079,370
289	EL PASO	Colonia De Las Azaleas, Glorietta Addition and Glorietta Road	paving, drainage and repaving	\$1,501,854	6.0	1563	69.73	\$1,501,854
							County total	\$4,222,054
496	HIDALGO	Campo Alto	drainage and repaving	\$109,080	0.1	606	77.27	\$109,080
497	HIDALGO	Campo Alto	drainage and repaving	\$109,080	0.1	606	77.27	\$109,080
547	HIDALGO	Whitewing	drainage and repaving	\$179,440	0.2	600	76.20	\$179,440
548	HIDALGO	Whitewing	drainage and repaving	\$179,440	0.2	600	76.20	\$179,440

EXHIBIT A
 Border Colonia Access Program
 Competitive Call
 April 25, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
426	HIDALGO	Elizabeth	paving and drainage	\$61,994	0.3	256	76.16	\$61,994
412	HIDALGO	Villa Verde	paving and drainage	\$46,030	0.2	1036	75.28	\$46,030
413	HIDALGO	Villa Verde	paving and drainage	\$46,030	0.2	1036	75.28	\$46,030
414	HIDALGO	Villa Verde	paving and drainage	\$46,030	0.2	1036	75.28	\$46,030
415	HIDALGO	Villa Verde	paving and drainage	\$50,886	0.2	1036	75.28	\$50,886
416	HIDALGO	Villa Verde	paving and drainage	\$50,886	0.2	1036	75.28	\$50,886
417	HIDALGO	Villa Verde	paving and drainage	\$46,030	0.2	1036	75.28	\$46,030
394	HIDALGO	Ramosville	paving and drainage	\$25,053	0.1	216	74.17	\$25,053
380	HIDALGO	Mesquite 1	paving and drainage	\$51,269	0.2	202	73.25	\$51,269
441	HIDALGO	La Mesa	paving and drainage	\$113,557	0.5	709	73.08	\$113,557
442	HIDALGO	La Palma 1	paving and drainage	\$43,767	0.2	407	72.32	\$43,767
478	HIDALGO	Palm Lake 2	drainage and repaving	\$187,886	0.2	795	71.34	\$187,886
479	HIDALGO	Palm Lake 2	drainage and repaving	\$187,886	0.2	795	71.34	\$187,886
347	HIDALGO	Bar 7	paving and drainage	\$48,363	0.2	317	70.99	\$48,363
459	HIDALGO	Rancho Nuevo	paving and drainage	\$63,774	0.2	312	70.43	\$63,774
460	HIDALGO	Rancho Nuevo	paving and drainage	\$30,137	0.1	312	70.43	\$30,137
447	HIDALGO	Llano Grande	paving and drainage	\$55,272	0.3	662	70.28	\$55,272
449	HIDALGO	Llano Grande	paving and drainage	\$62,662	0.3	662	70.28	\$62,662
437	HIDALGO	La Blanca Heights	paving and drainage	\$35,038	0.2	229	69.92	\$35,038
344	HIDALGO	Agua Dulce	paving and drainage	\$51,659	0.2	353	69.92	\$51,659
345	HIDALGO	Agua Dulce	paving and drainage	\$24,860	0.1	353	69.92	\$24,860
404	HIDALGO	Tropical Farms	paving and drainage	\$65,268	0.3	314	69.65	\$65,268
405	HIDALGO	Tropical Farms	paving and drainage	\$50,886	0.2	314	69.65	\$50,886
543	HIDALGO	Tierra Bonita	drainage and repaving	\$189,450	0.3	431	69.41	\$189,450

EXHIBIT A
 Border Colonia Access Program
 Competitive Call
 April 25, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
544	HIDALGO	Tierra Bonita	drainage and repaving	\$189,450	0.3	431	69.41	\$189,450
401	HIDALGO	Sunrise Hill	paving and drainage	\$55,038	0.3	655	69.26	\$55,038
402	HIDALGO	Sunrise Hill	paving and drainage	\$46,695	0.2	655	69.26	\$46,695
403	HIDALGO	Sunrise Hill	paving and drainage	\$46,695	0.2	655	69.26	\$46,695
393	HIDALGO	R.C. Babb 4	paving and drainage	\$44,400	0.2	360	69.10	\$44,400
392	HIDALGO	Olympic	paving and drainage	\$60,785	0.2	133	69.08	\$60,785
520	HIDALGO	Plumosa Village	paving and drainage	\$99,070	0.1	75	68.85	\$99,070
462	HIDALGO	Basham 16	paving and drainage	\$73,290	0.2	113	68.81	\$73,290
465	HIDALGO	Carlos Leal 2	paving and drainage	\$161,452	0.3	185	68.77	\$161,452
400	HIDALGO	Sunrise	drainage and repaving	\$59,979	0.2	130	68.36	\$59,979
446	HIDALGO	La Quinta Estates 2	drainage and repaving	\$23,900	0.2	210	68.26	\$23,900
490	HIDALGO	Alamo Orchards	drainage and repaving	\$189,450	0.3	209	68.20	\$189,450
397	HIDALGO	Saenz	paving and drainage	\$37,623	0.1	59	68.18	\$37,623
489	HIDALGO	Vales	paving and drainage	\$167,048	0.3	169	68.01	\$167,048
535	HIDALGO	South Tower Estates	drainage and repaving	\$488,070	0.6	1290	67.75	\$488,070
536	HIDALGO	South Tower Estates	drainage and repaving	\$378,990	0.5	1290	67.75	\$94,144
							County total	\$4,048,802
551	MAVERICK	Las Quintas Fronterizas	drainage and repaving	\$131,652	1.5	3195	76.46	\$131,652

EXHIBIT A
Border Colonia Access Program
Competitive Call
April 25, 2002

Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
557	MAVERICK	Loma Bonita	drainage and repaving	\$89,039	1.0	2664	68.17	\$89,039
							County total	\$220,691
251	STARR	Mike's	paving and drainage	\$202,130	0.7	1571	72.46	\$202,130
226	STARR	La Esperanza	paving and drainage	\$59,275	0.2	585	70.88	\$59,275
227	STARR	La Esperanza	paving and drainage	\$47,466	0.2	585	70.88	\$47,466
228	STARR	La Esperanza	paving and drainage	\$47,466	0.2	585	70.88	\$47,466
229	STARR	La Esperanza	paving and drainage	\$47,466	0.2	585	70.88	\$47,466
230	STARR	La Esperanza	paving and drainage	\$47,466	0.2	585	70.88	\$47,466
225	STARR	La Escondida	paving and drainage	\$120,745	0.4	243	69.93	\$120,745
232	STARR	Margarita	paving and drainage	\$45,920	0.1	68	68.67	\$45,920
233	STARR	Margarita	paving and drainage	\$101,406	0.3	68	68.67	\$101,406
							County total	\$719,340
279	VAL VERDE	Val Verde Park Estates	paving	\$2,956,904	7.5	2025	71.60	\$2,956,904
281	VAL VERDE	Box Canyon	paving	\$343,752	0.6	324	69.23	\$343,752
							County total	\$3,300,656
340	WEBB	Rio Bravo 1,2, and 3	paving, drainage and repaving	\$2,304,250	8.1	5337	89.78	\$2,304,250
325	WEBB	El Cenizo	paving, drainage and repaving	\$2,317,278	4.3	3575	75.74	\$2,317,278
							County total	\$4,621,528
294	WILLACY	Sebastian	paving and drainage	\$315,851	1.0	1904	69.47	\$315,851
295	WILLACY	Sebastian	paving and drainage	\$85,297	0.2	1904	69.47	\$85,297

EXHIBIT A
 Border Colonia Access Program
 Competitive Call
 April 25, 2002

296	WILLACY	Sebastian	paving and drainage	\$39,063	0.1	1904	69.47	\$39,063
302	WILLACY	Sebastian	paving and drainage	\$78,391	0.2	1904	69.47	\$78,391
Project No.	County	Colonia name	Project description	Project cost	Project length (miles)	Colonia pop.	Total score	Project cost approved for program
303	WILLACY	Sebastian	paving and drainage	\$91,931	0.2	1904	69.47	\$91,931
304	WILLACY	Sebastian	paving and drainage	\$54,676	0.1	1904	69.47	\$54,676
306	WILLACY	Sebastian	paving and drainage	\$274,377	0.2	1904	69.47	\$274,377
							County total	\$939,586

Counties	8
Projects	71
Submitted project costs	\$25,557,503
Total costs approved for program	\$25,272,657

EXHIBIT B
TO THE
FINANCING AGREEMENT

EXHIBIT B

TXDOT
Border Colonias Access Program - Payout Schedule

MONTH	EL PASO	ODESSA	LAREDO	PHARR	TOTAL
Aug 02	324,872			565,372	890,244
Sep 02	324,872			1,163,960	1,488,832
Oct 02	324,872			1,186,053	1,510,925
Nov 02	324,863	5,000		1,957,823	2,287,686
Dec 02	344,874		723,810	2,045,612	3,114,296
Jan 03	323,690		689,007	2,467,870	3,480,567
Feb 03	312,707		689,007	2,813,261	3,814,975
Mar 03	312,590		689,007	2,132,675	3,134,272
Apr 03	0		689,007	2,582,675	3,271,682
May 03	0		652,855	1,713,261	2,366,116
Jun 03	0	36,671	562,788	1,713,261	2,312,720
Jul 03	661,063	40,000	531,282	1,735,060	2,967,405
Aug 03	658,761		603,099	650,000	1,911,860
Sep 03	658,336		381,052	650,000	1,689,388
Oct 03	658,761		443,000	650,000	1,751,761
Nov 03	658,761		603,896	650,000	1,912,657
Dec 03	658,761		593,237	650,000	1,901,998
Jan 04	658,761		598,073	650,000	1,906,834
Feb 04	658,761		573,237	650,000	1,881,998
Mar 04	658,761		541,276	650,000	1,850,037
Apr 04	659,061		487,652	490,802	1,637,515
May 04	658,761		478,919	490,802	1,628,482
Jun 04			441,980		441,980

MONTH	EL PASO	ODESSA	LAREDO	PHARR	TOTAL
Jul 04			433,553		433,553
Aug 04			261,267		261,267
Sep 04			30,190		30,190
Oct 04			30,190		30,190
Nov 04			30,190		30,190
Dec 04			30,190		30,190
Jan 05			30,190		30,190
TOTALS	\$ 9,841,888	\$ 81,671	\$ 11,817,954	\$ 28,258,487	\$ 50,000,000

EXHIBIT C
TO THE
FINANCING AGREEMENT

Governmental Project Approvals

As of the Closing Date, the following licenses, permits, and other governmental approvals necessary to complete the Project have not been obtained describe each such approval (e.g., utility easement), stating for each (1) the identity of the Project facility (or facilities) for which such approval is required, (2) the primary requirements necessary to obtain such approval, and (3) the date that such approval is expected to be obtained:

None

EXHIBIT D
TO THE
FINANCING AGREEMENT

Form of Disbursement Certificate

DISBURSEMENT CERTIFICATE

The undersigned hereby certifies, on behalf of the Texas Department of Transportation (the "Qualified Agency"), as follows:

(a) The capitalized terms in this Certificate that are not herein defined shall have the meanings defined in the Financing Agreement, dated as of June 1, 2002, between the Qualified Agency and the Texas Public Finance Authority.

(b) The Qualified Agency (Agency No. _____) requests disbursement of the Project Fund to pay Project Costs in the aggregate amount of \$_____. The aggregate of all disbursements (including this disbursement) from the Project Fund requested by the Qualified Agency to date is \$_____.

(c) Except as previously disclosed in writing to the Executive Director, the Qualified Agency is not in breach of any representation, warranty, or agreement in the Financing Agreement.

(d) The Qualified Agency reasonably expects to submit payment vouchers, in the aggregate amount of the disbursements requested by this Certificate, for the payment of the Project Costs for which disbursement is requested.

(e) For each item of Project Costs for which a disbursement of funds is requested, state the following information [attach separate sheet if necessary]:

Item	Amount of Disbursement	Fund No.	Approp. No.	Program Cost Account	Project Identification	Appropriation Year	Agency General Ledger Account

IN WITNESS WHEREOF, the undersigned executes this Certificate on the date shown below.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Authorized Agency Representative

Date: _____

EXHIBIT E
TO THE
FINANCING AGREEMENT

Monthly Status Report Information

The monthly status report prepared by the Qualified Agency pursuant to this Financing Agreement shall contain the following information with respect to the Project:

- (1) identity of the Project Components (name, ID no., etc.) and the original date on which such Project Components were first financed hereunder;
- (2) fund number(s);
- (3) the budget amount for the Project Components (including adjustments, if any);
- (4) description of work category;
- (5) amount expended for reporting month;
- (6) total amount expended to date;
- (7) amount encumbered;
- (8) available balance;
- (9) percent work complete;
- (10) percent funds expended; and
- (11) narrative identifying any problems (including, without limitation, delays and cost overruns) and indicating whether such problems will substantially alter work schedule or costs.

EXHIBIT F
TO THE
FINANCING AGREEMENT

Form of Project Completion Certificate

PROJECT COMPLETION CERTIFICATE

The undersigned hereby certifies, on behalf of the Texas Department of Transportation (the "Qualified Agency"), as follows:

(a) The capitalized terms in this Certificate that are not herein defined shall have the meanings defined in the Financing Agreement, dated as of June 1, 2002, between the Qualified Agency and the Texas Public Finance Authority.

(b) The Project was completed on (or no further proceeds of the Notes are to be expended for Project Costs as of) _____ [insert date].

(c) Except for \$ _____ (the "Retainage"), all Project costs that have been incurred have been paid, and no further disbursements from the Project Fund for the payment of Project Costs will be necessary.

(d) The Retainage is sufficient to pay all claims (1) for the payment of any Project Costs that are not presently due, and (2) for the payment of any Project Costs the liability for which is being contested or disputed by the Qualified Agency.

IN WITNESS WHEREOF, the undersigned executes this Certificate on the date shown below.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Authorized Agency Representative

Date: _____

EXHIBIT G
TO THE
FINANCING AGREEMENT

Funding Agreement

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM**

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and _____ County, acting by and through its duly authorized officials, hereinafter called the "County."

WITNESSETH

WHEREAS, Government Code, Chapter 1403, required the Texas Public Finance Authority, in accordance with requests from the Office of the Governor, to issue general obligation bonds and notes in an aggregate amount not to exceed \$175 million, and as directed by the State, to distribute the proceeds to counties as financial assistance for colonia access roadway projects to serve border colonias;

WHEREAS, General Appropriations Act, Texas Department of Transportation, Rider 52, 77th Legislature, 2002-2003, requires the State to establish a transportation program to improve access to colonias with the general obligation bond revenues;

WHEREAS, state law requires counties to meet certain contract standards relating to the management and administration of State funds;

WHEREAS, on _____, 2002, the Texas Transportation Commission passed Minute Order _____, authorizing the State to finance the construction of access roads in the County hereinafter referred to as the "Project;" and,

WHEREAS, the Governing Body of the County has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment "A;" and

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, it is agreed as follows:

AGREEMENT

1. Period of the Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work. The County will construct colonia access roads as proposed in its Project Application, which is attached and made a part hereof as Attachment "B" and place the roads on the County system.

3. Schedule. Upon final execution of this agreement, the County shall submit a project schedule. This schedule shall include a monthly project development timeline including estimated monthly expenditures. If the County does not let the construction contract within two (2) years of the execution of this Agreement or complete the Project within three (3) years from the execution of this Agreement, this Agreement will be terminated in accordance with the provisions of Article 9, Termination.

4. Project Sources, Uses of Funds and Reimbursement

- a. The State has authorized the total estimated cost of the Project as shown in Attachment "B" to this Agreement. The expected cash contributions from the State, the County, or other parties is shown in Attachment "B". The State will reimburse for only eligible Project costs that have been approved by the Texas Transportation Commission. The County must be in compliance with the requirements of this contract to receive reimbursement of Project costs.
- b. The County shall submit monthly billing statements accompanied by certification of work completion. The State will verify the work completion. Within thirty (30) days of receipt of the billing statement and supporting documentation, the State will reimburse the County. The County will submit to the State copies of all paid invoices within five (5) days of payment.
- c. For a Project funded with the County allocation based on colonia population, the State will reimburse Project costs until the County maximum allocation has been reached. Any Project costs above the County maximum allocation will be the responsibility of the County. Total maximum allowable costs for all combined County Projects shall not exceed \$ _____ (insert amount specifically allocated to that county).
- d. For a Project specifically selected by statewide competition, the total State reimbursements for each selected Project shall not exceed the amount authorized by the Texas Transportation Commission for that Project.

5. Project Responsibilities. The County is responsible for all aspects of the Project unless otherwise indicated in this Agreement.

- a. **Utilities.** The County will complete any water and wastewater services that are expected to be placed in or across an approved road Project right of way prior to constructing the Project. The County may install casings for future utility accommodation.
- b. **Preliminary Engineering.**
 - i. The County will be responsible for the preparation of all the engineering contract documents required for the construction of the Project. The County will let the construction project.
 - ii. The County shall prepare the preliminary engineering, specifications and estimates (PS&E) to be let by the County on 11"x17" or 22"x34" chronar plans sheets in accordance with the latest AASHTO standards or the County's standards as approved by the State.

- iii. State approval is required of the County's procurement process before solicitation for an engineer is begun.
- iv. If the County contracts with an engineer for the PS&E, the County shall designate the State as the approving agency for all plan development required in the County's contract with the engineer.
- v. State approval of the scope of services and negotiated fee is required before a contract with an engineer may be entered into. The scope includes any document, PS&E, construction inspection and materials testing.
- vi. Any changes to the scope services and/or negotiated fees in the engineering contract must be approved by the State.
- vii. The County shall submit the completed PS&E to the State for review and approval. The County shall not let the construction contract until the State has approved the PS&E documents.

c. Bidding

- i. The County shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award a contract for construction of the Project in accordance with existing procedures and applicable laws. Once the bid tabulations have been received, the County shall obtain approval from the State prior to awarding the contract to the successful bidder. The County must submit a right of way certification stating that right of way acquisition is complete or no right of way is needed before the State will approve the bid.
- ii. If the County chooses to perform any work with in-house labor (force account), the State must approve the purchasing and procurement process and general classifications of workers. The State must also approve the labor rates for temporary personnel.

d. Construction

- i. The State will be responsible for auditing and construction oversight.
- ii. Construction inspection, processing of any change orders, supplemental agreements or additional work orders which may become necessary subsequent to the award of the construction contract shall be the responsibility of the County and subject to the approval of the State.
- iii. The County or its engineer will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the approved PS&E.

6. Final Inspection. The County shall request by letter within fifteen (15) days of physical completion of the work that the local State office perform its final inspection and acceptance. A copy of the letter of physical completion sent to the contractor shall accompany this request.

7. Right of Way and Real Property Acquisition. The County is responsible for the right of way and real property acquisition and relocation assistance. The County will comply

with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.

8. Suspension. If the State determines that the County has not been complying with Title 43, Texas Administrative Code, Chapter 15, Subchapter I, the State may prohibit the County from continuing with the Project until the County complies.

9. Termination of this Agreement. This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless the:

- a. Agreement is terminated in writing with the mutual consent of the parties;
- b. Agreement is terminated because the County has breached the contract; or
- c. Project is not let within two (2) years of the execution of this agreement or the Project is not completed within (3) three years of the execution of this Agreement.

If the Agreement is terminated then the County must reimburse the State for all Project costs.

10. Environmental Assessment and Mitigation

- a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- b. The County is responsible for coordination and environmental clearance.
- c. The County is responsible for identification and assessment of any environmental problems associated with the Project, and for the cost of any environmental problem's mitigation and remediation.
- d. The County is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- e. The County shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

11. Compliance with Texas Accessibility Standards and ADA. The County shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Project Maintenance. The County shall be responsible for maintenance of the roads after completion of the work.

13. Historically Underutilized Business (HUB) Program Requirements. The parties shall comply with the Texas Procurement and Building Commission's Historically Underutilized Business (HUB) Program requirements.

14. Grant Management Standards. The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 1 TAC §§5.141-5.167.

15. Certification. Upon Project completion, the County must submit a written certification that it has complied with the requirements of Title 43, Texas Administrative Code, Chapter 15, Subchapter I, including a certification that the Project has been constructed in accordance with those requirements.

16. Amendments. Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project must be enacted through a mutually agreed upon, written amendment.

17. Remedies. This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

18. Notices. All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State:

County:

All notices shall be deemed given on the date so delivered or so deposited in the regular mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

19. Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

20. Responsibilities of the Parties.

a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance

of the design, construction, maintenance or operation of the Project by the County, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.

c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.

d. The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the County, its agents, or employees.

e. In addition, the County, by contract, shall require its: (1) contractor(s) and subcontractor(s) to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) contractors to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under the contract.

21. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the County.

22. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

23. Sole Agreement. This Agreement constitutes the sole and only Agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

24. Retention of Records and Inspection. The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make such materials available to the State, the County, or their duly authorized representatives for verification, review and inspection at its office during the contract period and for four (4) years from the

date of completion of work defined under this contract or until any impending litigation, or claims are resolved.

25. Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE COUNTY

Name

Printed Name and Title

Date

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.

District Engineer, _____ District

Date

Attachment A
Resolution or Ordinance

Attachment B
Project Application