

State of Texas §
Collin County §
Commissioners Court §

Court Order
2026-464-04-27

An order of the Collin County Commissioners Court approving an interlocal agreement.

The Collin County Commissioners Court hereby approves an interlocal agreement with the City of Wylie (Agreement No. 2026-283) for the Kreymer Lane improvement project, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, April 27, 2026.



Chris Hill, County judge



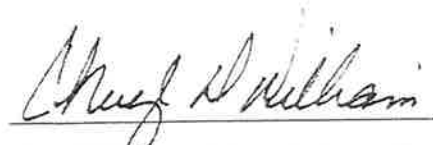
Darrell Hale, Commissioner, Pct 3



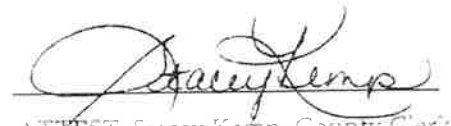
Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk

**INTERLOCAL AGREEMENT TO FACILITATE ROAD IMPROVEMENTS
ON KREYMER LANE**

THIS INTERLOCAL AGREEMENT TO FACILITATE ROAD IMPROVEMENTS ON KREYMER LANE ("Agreement"), dated as of the ____ day of _____, 2026 ("Effective Date"), is made and entered into by and between COLLIN COUNTY, TEXAS ("County"), THE CITY OF WYLIE, TEXAS ("Wylie"), all political subdivisions of the State of Texas. This Agreement is being entered into as authorized and provided by Chapter 791 of the Texas Governmental Code. County, and the City of Wylie are collectively referred to herein as "Parties". This Agreement is entered into by and between the Parties to facilitate the upgrade of Kreymer Lane from the intersection of SH 78 to Crescent Oak Street (the "Property").

WHEREAS, the portion of Kreymer Lane within the project area extends from SH 78, passing the Kreymer/Stone/Troy intersection and ending at Crescent Oak Street, with portions within the jurisdiction of Collin County and the remainder being located within city limits of Wylie; and

WHEREAS, Kreymer Lane is operated as a governmental function of these entities to provide the public with a system of streets and sidewalks to facilitate vehicular travel and pedestrian travel; and

WHEREAS, this portion of Kreymer Lane within the Project is currently a two-lane partially asphalt road; and

WHEREAS, the Parties desire to upgrade this portion of Kreymer Lane to a four-lane concrete road with utility improvements, a traffic signal at the Kreymer Lane and Brown Street intersection, and a roundabout at the Kreymer/Stone/Troy intersection; and

WHEREAS, upgrading Kreymer Lane would benefit all Parties to this agreement by providing a safer and more reliable road for their citizens and the traveling public; and

WHEREAS, the total estimated project cost (including design, ROW, construction, and construction oversight) of upgrading Kreymer Lane (the "Project") is approximately \$26,200,000; and WHEREAS, the Parties desire to cooperate in a joint effort to improve this portion of Kreymer Lane; and

WHEREAS, the City of Wylie is willing to manage the design and construction of this Project; and

WHEREAS, Chapter 791 of the Government Code provides authority for political subdivisions to contract with each other to facilitate the governmental functions and services of said political subdivisions; and

WHEREAS, the Parties have investigated and determined and find, acknowledge, and agree that the County and the City of Wylie have the authority to enter into this Agreement and to perform the obligations of each governmental entity pursuant to this Agreement; and

WHEREAS, the parties have determined that it is in their mutual best interest to enter into this Agreement.

NOW THEREFORE, for and in consideration of the covenants and conditions contained in this Agreement, the County and the City of Wylie agree as follows:

1. The City of Wylie shall manage the design and construction of the project to improve Kreymer Lane, widening it to a four-lane concrete roadway with utility improvements, a traffic signal, and a roundabout.
2. The City of Wylie shall be solely responsible for managing the construction of the improvements to the affected portion of Kreymer Lane, but not limited to design and engineering, advertising and soliciting bids, entering into contracts for the construction, oversight and management of construction, along with being responsible for all warranty of construction issues and maintenance of Kreymer Lane during the warranty period, notwithstanding that portions of Kreymer Lane that are within County limits.
3. The City of Wylie shall be solely responsible for coordinating with TxDOT and the NCTCOG as needed.
4. The Parties agree to fund the design portion of the Project, the following being the estimated obligations of each Party:

Collin County: \$1,598,869.39
City of Wylie: \$1,564,510.61
5. Collin County's participation for the design portion of the Project will be \$1,598,869.39 and up to an additional 15%, for any design components related to the Collin County portion of the Project.
6. The above estimates are based upon the design cost provided by Teague Nall and Perkins, Inc.. This estimate includes (but is not limited to) roadway design to expand Kreymer Lane within the Project area to a four-lane concrete roadway, a roundabout at the Kreymer/Stone/Troy

intersection, necessary utilities improvements, Right-of-Way Services, Survey, Geotechnical Design, Environmental Services, and Traffic Signal Design.

7. Within 30 days of the PSPO being executed between Teague Nall and Perkins, Inc. and the City of Wylie, and the City providing an invoice to the County, the County shall provide funds to the City in the full amount of its commitment noted in this agreement, such being its proportionate share of the estimated cost of the design portion of the Project.

8. The Parties agree to fund the cost of acquiring the necessary right-of-way for the Project, the following being the estimated obligations of each Party:

Collin County: \$1,928,000

City of Wylie: \$750,000

The City of Wylie will be responsible for all activities necessary to acquire the necessary right-of-way.

9. The City of Wylie shall install a project sign identifying the project as being partially funded by the Collin County 2023 Bond Program. The City of Wylie shall also provide quarterly progress reports throughout the project as well as before, during and after photos during the construction process, in electronic format or via US mail to the Collin County Engineering Department. Following completion of the project, the City of Wylie shall provide an itemized final accounting of expenditures for the project.

10. This Agreement is intended solely for the benefit of the Parties hereto and does not confer any rights on any person or entity not a party to this Agreement, nor does it create any Third-Party Beneficiaries to this Agreement.

11. Any agreement, notice, correspondence, information, and/or other documentation required and/or referred to in this Agreement shall be in writing. Any agreement required and/or referred to in this Agreement shall be in writing and executed by the Parties. No agreement required and/or referred to in this Agreement may be amended and/or modified except on written consent of the Parties thereto. This agreement does not commit the Parties to any future obligations.

12. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

13. Waiver by any Party of any breach of this Agreement affecting such Party, or the failure of any Party to enforce any of the provisions of this Agreement, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

14. The Parties acknowledge and agree that the performance by the Parties of their respective obligations under this Agreement constitute governmental functions.

15. No Party shall be in default under this Agreement until written notice of the default has been given to the defaulting Party (which notice shall describe in reasonable detail the nature of the default) and the defaulting Party has been given fifteen (15) business days to cure said default. If a Party is in default under the Agreement, the non-defaulting Party may, at its option, and without prejudice to any other right under this Agreement, law or equity, seek any relief available at law or in equity, including but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief. No Party shall have the right to terminate this Agreement as a remedy for default or to suspend or be relieved of the Party's continuous performance of its obligations hereunder. Notwithstanding the foregoing, each Party agrees that if any threatened or actual breach of this Agreement arises, which reasonably constitutes immediate, irreparable harm to the other Party for which monetary damages is an inadequate remedy, equitable remedies may be sought by the non-defaulting Party, without providing the notice stated above, and awarded in a court of competent jurisdiction without requiring the non-defaulting Party to post bond.

16. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the parties hereto, the parties agree to submit such disagreement to nonbinding mediation.

17. All Payments, if any, required to be made by the County hereunder shall be payable from current revenues or other funds lawfully available for such purpose.

18. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by the Parties.

19. The Agreement shall be construed in accordance with Texas law without regard to its conflict of laws provisions.

20. Venue for any action arising hereunder shall be in Collin County, Texas.

21. Any notice or other communication required by this Agreement to be given, provided, or delivered shall be in writing addressed as set forth below. Notices shall be considered "given" for

purposes of this Agreement: (a) if by Certified Mail, five (5) business days after deposited with the U.S. Postal Service, Certified Mail, Return Receipt Requested; (b) if by private delivery service (e.g. FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address; or (c) if by any other means (including but not limited to, FAX and E-mail), when actually received by the Party at the notice address. City of Wylie: Brent Parker City Manager City of Wylie 300 Country Club Road Building 100 Wylie, Texas 75098. Collin County, Texas: Clarence Daugherty, Collin County Director of Engineering, 4690 Community Ave., Suite 200, McKinney, Texas 75071. Each Party has the right to change, from time to time, its notice addresses by giving at least ten (10) business day's written notice to the other Party. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

22. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be given full effect. The Parties have relied, to their material detriment, upon the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.

23. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. A facsimile signature will also be deemed to constitute an original if properly executed.

24. The individuals executing this Agreement on behalf of the respective Parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which their signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing their signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.

25. The Parties agree that they have not waived their respective sovereign immunity by entering into and performing their respective obligations under this Agreement.

26. This Agreement is not assignable.

27. Each signatory that represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

28. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

29. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.

30. Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

31. No Partnership or Agency. The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

32. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockages in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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


IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

[Signature page follows.]

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

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

By: 
Name: Chris Hill
Title: County Judge
Date: 28 APR 2026
Executed on this 27th day of APRIL
2026 by the County of Collin,
pursuant to Commissioners' Court
Order No. 2026-464-04-27.

ATTEST:

CITY OF _____, TEXAS

By: _____
Name: Stephanie Storm
Title: City Secretary
Date: _____

By: _____
Name: Brent Parker
Title: City Manager
Date: _____
Executed on behalf of the City of
Wylie, Texas pursuant to City Council
Resolution No. _____

APPROVED AS TO FORM:

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