



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | | |
|--|----------------|----------------------------------|--|-------------------------|---------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 06/22/15 | | | |
| Department: | | Engineering | | | |
| Department Head | | Jack Carr, PE | | | |
| Agenda Coordinator (include phone #): Kathleen Schonke X-7198 | | | | | |
| CAPTION | | | | | |
| A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County for resurfacing of Dublin Road north of FM 544; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2014-15 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | 0 | 0 | 0 |
| BALANCE | | 0 | 0 | 0 | 0 |
| FUND(s): N/A | | | | | |
| <p>This agenda item would approve an Interlocal Agreement between Collin County and the City of Plano to share the costs associated with the Dublin Road resurfacing project, with Collin County reimbursing Plano for 18% of the project's total cost. The current estimate for the reimbursement is approximately \$34,200.</p> <p>STRATEGIC PLAN GOAL: Agreeing with Collin County to share the cost of street improvement projects relates to the City's goal of Partnering for Community Benefit.</p> | | | | | |
| SUMMARY OF ITEM | | | | | |
| Please see attached memo. | | | | | |
| List of Supporting Documents: Location Map; Memo from Staff; Resolution; ILA-Dublin Road Resurface Plano-County | | | Other Departments, Boards, Commissions or Agencies: N/A | | |



Memorandum

TO: Bruce Glasscock, City Manager
THRU: Frank Turner, Deputy City Manager
FROM: Jack Carr, P.E., Director of Engineering
DATE: June 9, 2015
SUBJECT: ILA Related to Maintenance of Dublin Road along the Plano City Limits Boundary Adjustment Agreements with the Cities of Murphy and Parker

SUMMARY OF AGENDA ITEMS:

Three agenda items related to Dublin Road are on the agenda for the June 22, 2015 meeting:

Boundary Agreement with Parker

This agreement will move the City limits to the west right of way line of Dublin Road adjacent to Parker's jurisdiction to reduce the confusion regarding the responsibility for enforcement of traffic laws and other municipal functions.

Boundary Agreement with Murphy

This agreement will move the City limits to the west right of way line of Dublin Road adjacent to Murphy's jurisdiction. It will also result in the annexation by Murphy of the remaining portion of Dublin Road south of Parker. Though this agreement the City of Plano will accept the responsibility for the resurfacing of Dublin Road adjacent to Murphy. The City of Murphy will be responsible for the enforcement of traffic laws and all future municipal functions.

Interlocal Agreement with Collin County

The terms of this Interlocal Agreement provide for the City of Plano to pay for the west half of the road resurfacing plus pay for Murphy's portion (32%). The resurfacing project is currently scheduled to be considered for award on July 27, 2015.

BACKGROUND INFORMATION:

- Earlier this year, I was forwarded a copy of an email that was sent to political entities with potential responsibility for repairing Dublin Road north of FM 544. Apparently, the citizen encountered a significant amount of confusion regarding the responsibility for maintenance.

- While investigating this situation, my concern over the responsibility of other municipal services along Dublin increased. If there is confusion regarding the responsibility for the maintenance of the roadway, there is likely confusion regarding other services (e.g. police, fire, etc.)
- It is normally not a good idea to have a city boundary located within a roadway; therefore, I contacted the Murphy City Manager and the Parker City Administrator to initiate discussions regarding boundary agreements with their respective cities. We discussed my recommendation to move the city limits to one side of Dublin. Since both Murphy and Parker have citizens that use Dublin to access their homes (and Plano does not), all parties agreed to recommend to their respective Councils to move the city boundary to the west right-of-way line of Dublin Road.
- The portion of Dublin Road along Parker is in good condition. Collin County is adjacent to 18% of the total frontage and Murphy is adjacent to 32% of the total frontage. Plano is adjacent to the entire west side. The cost to resurface the remaining portion of Dublin Road is estimated to be \$190,000. The resurfacing project is currently scheduled to be considered for award on July 27, 2015.

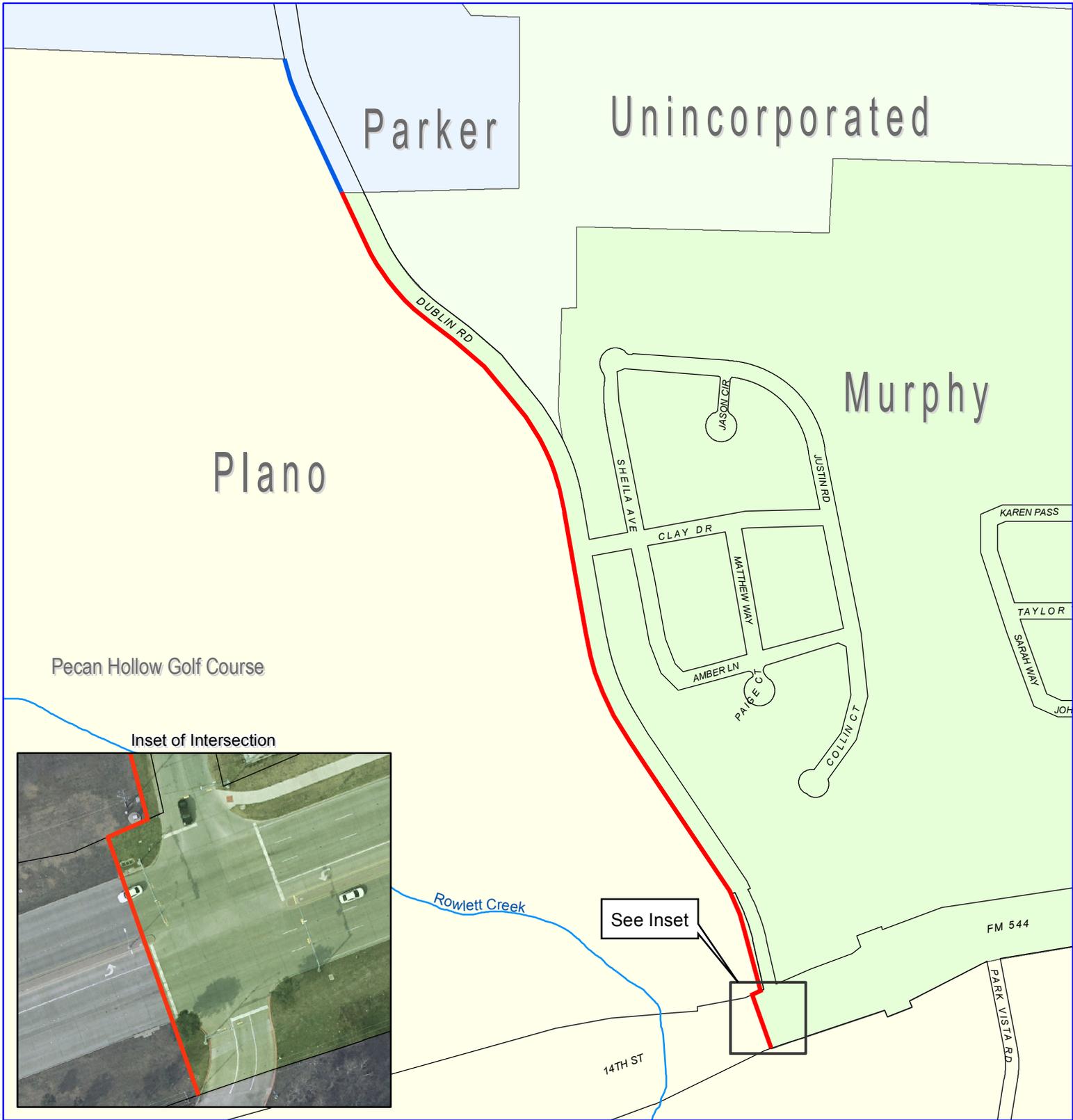
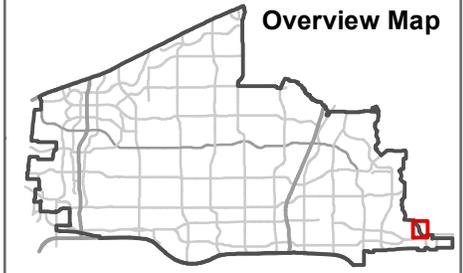


EXHIBIT A

Parker - Plano Murphy - Plano Boundary Agreements

- Parker - Plano Boundary
- Murphy - Plano Boundary



Source: City of Plano, GIS Division
Date: June, 2015

Scale in Feet
Original: 1" = 400'



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may exist.

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County for resurfacing of Dublin Road north of FM 544; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented an Interlocal Agreement (“Agreement”) by and between the City of Plano, Texas (“Plano”) and the County of Collin, Texas (“the County”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, Plano and the County desire to enter into this Agreement concerning the asphalt resurfacing of Dublin Road from the City of Parker (“Parker”) city limits to FM 544, a distance of approximately 3000 feet, in and adjacent to Plano and the City of Murphy, Texas (“Murphy”); and

WHEREAS, Plano and Murphy have entered into a separate agreement that apportions the Murphy share of the cost of resurfacing to be paid by Plano; and

WHEREAS, the County and Cities have determined that the improvements may be constructed most economically by implementing this Agreement; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of Plano and found to be acceptable and in the best interests of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of June, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO
CONCERNING THE ASPHALT SURFACING OF DUBLIN ROAD
FROM THE PARKER CITY LIMITS TO FM 544**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between the City of Plano, Texas, a Texas home-rule municipality (hereinafter referred to as "Plano"), and the County of Collin, Texas, (hereinafter referred to as "the County").

WHEREAS, the Interlocal Cooperation Act authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, Plano and the County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically section 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, Plano and the County enter into this Agreement concerning the asphalt resurfacing of Dublin Road from the City of Parker City Limits ("Parker") to FM 544, a distance of approximately 3000 feet, in and adjacent to Plano and the City of Murphy, Texas ("Murphy"); and

WHEREAS, Plano and Murphy have entered into a separate agreement that apportions the Murphy share of the cost of resurfacing to be paid by Plano; and

WHEREAS, the County and Cities have determined that the improvements may be constructed most economically by implementing this Agreement; and

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plano and the County agree as follows:

ARTICLE I.

Plano shall arrange the asphalt surfacing for Dublin Road from Parker City Limits to FM 544, a distance of approximately 3000 feet, hereinafter called "Project". All improvements shall be constructed to meet or exceed the current Collin County standards.

ARTICLE II.

Plano shall coordinate the purchase of materials and all construction activity required for the completion of this project.

ARTICLE III.

No right-of-way is needed for this project.

ARTICLE IV.

The total actual cost of the project is estimated to \$190,000.00. The County agrees to fund \$34,200.00 (18%) of the resurfacing cost. The County shall remit this amount to Plano within thirty (30) days after Plano requests payment.

ARTICLE V.

If the total cost to construct the Project is different from the amount estimated in SECTION 4 above, Plano and the County shall share the excess costs in the same percentage.

ARTICLE VI.

Plano and the County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VII.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE VIII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE IX.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE X.

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

ARTICLE XI.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIII.

TERM. 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.

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

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

By: _____
Name: Keith Self
Title: County Judge
Date: _____

Executed on this _____ date of _____, 2015, by the County of Collin, pursuant to Commissioners' Court Order No. _____

ATTEST:

CITY OF PLANO, TEXAS

By: _____
Name: Lisa C. Henderson
Title: City Secretary
Date: _____

By: _____
Name: Bruce D. Glasscock
Title: City Manager
Date: _____

Executed on behalf of the City of Plano pursuant to City Council Resolution No. _____

APPROVED AS TO FORM:

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