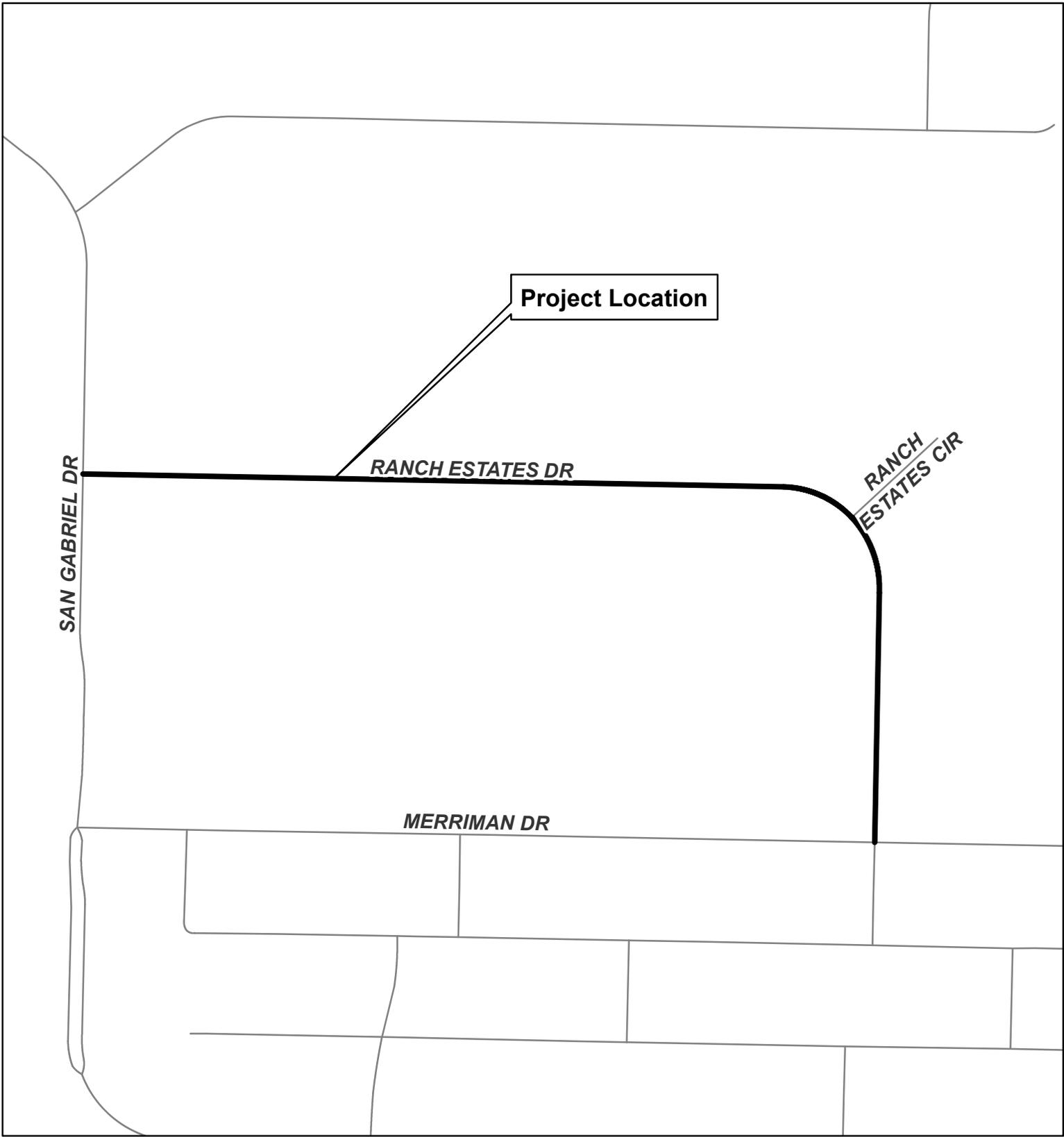


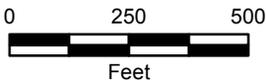


**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/25/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				
CAPTION				
A Resolution of the City of Plano, Texas, approving the terms and conditions of a Supplement to the Agreement for Street Lighting Services by and between the City of Plano and Oncor Electric Delivery Company, LLC, providing for the removal and addition of street lights on Ranch Estates Drive; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	60,000	10,000	70,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-55,362		-55,362
BALANCE	0	4,638	10,000	14,638
FUND(S): STREET IMPROVEMENTS CIP				
COMMENTS: Funding is available in the 2015-16 Street Improvements CIP for this item. This project, in the amount of \$55,362, will leave a current year balance of \$4,638 available for other street lighting expenditures. STRATEGIC PLAN GOAL: Providing adequate street lighting relates to the City's goals of Great Neighborhoods – 1 st Choice to Live and Safe Large City.				
SUMMARY OF ITEM				
This Supplement to the Agreement with Oncor Electric Delivery Company is for the addition of 8 street lights and removal of 6 street lights on Ranch Estates Drive. The contract fee is \$55,361.59.				
Funding is available from the 2015-16 Street Improvements CIP.				
https://www.google.com/maps/@33.0398822,-96.6538666,16.5z				
List of Supporting Documents: Location Map, Recommendation Memo dated 6/28/16, Resolution, Exhibit "A"			Other Departments, Boards, Commissions or Agencies N/A	

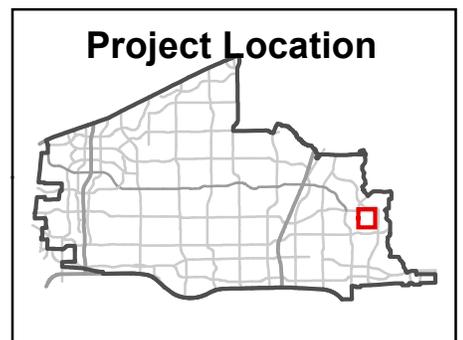


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City of Plano GIS Division
July, 2016

Ranch Estates Drive Street Light Replacement





Memorandum

TO: Bruce D. Glasscock, City Manager

FROM: B. Caleb Thornhill, P.E., Director of Engineering

DATE: June 28, 2016

SUBJECT: Street Lighting – Ranch Estates Drive

The Ranch Estates HOA has requested improvements to the street lighting along Ranch Estates Drive from San Gabriel Drive to Merriman Drive. The lighting system along this section was installed in the late 1960's and does not meet the City's lighting standards.

Engineering Department staff has coordinated with Oncor to develop a plan to meet Plano's street lighting requirements and recommends approval of the agreement with Oncor for the installation of the new street lighting system along Ranch Estates Drive.

A Resolution of the City of Plano, Texas, approving the terms and conditions of a Supplement to the Agreement for Street Lighting Services by and between the City of Plano and Oncor Electric Delivery Company, LLC, providing for the removal and addition of street lights on Ranch Estates Drive; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Supplement to the Agreement for Street Lighting Services by and between Oncor Electric Delivery Company, LLC, providing terms and conditions for the removal and addition of street lights on Ranch Estates Drive, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); 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 should be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Supplement to the Agreement for Street Lighting Services, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City 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 the City 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 the 25th day of July, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT "A"

WR Number: 3325310

SUPPLEMENT TO
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND City of Plano
DATED 6-9-16

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this 9th day of June, 2016, by ONCOR Electric Delivery Company LLC and City of Plano, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:
Request for Street Lighting Service dated 6-9-16, attached hereto as Exhibit B.
2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: Jim Brookshire
Title: Utility Designer Specialist
Date: 6-9-16

[[INSERT CUSTOMER NAME]]
By: _____
Title: _____
Date: _____

.....
For CIAC purposes only pursuant to Section (4) above.

[[INSERT CUSTOMER'S AGENT'S NAME]]
By: _____
Title: _____
Date: _____

EXHIBIT "B"
REQUEST FOR STREET LIGHTING SERVICE

Actions: *A-Addition* *R-Removal* *RL-Relocation* *S-Service (Schedule D – Only)*

ESID / Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Quantity	Wattage	Lamp Type	Rate Schedule*	Identifying Luminaire/ Pole Type	Location (Address, etc.) (See Attached Sketch)
	R		2	175	MV	A	Post Top	See sketch
	R		4	100	HPS	A	Post Top	See sketch
	A	NO	8			A	Philadelphia	See sketch
Comments:								

**Unmetered Facilities—Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical) ;

CLOSED/REMOVE ONLY I (Incandescent); W (Wallpack Mercury Vapor);

Metered Facilities – Non-Company-Owned; or

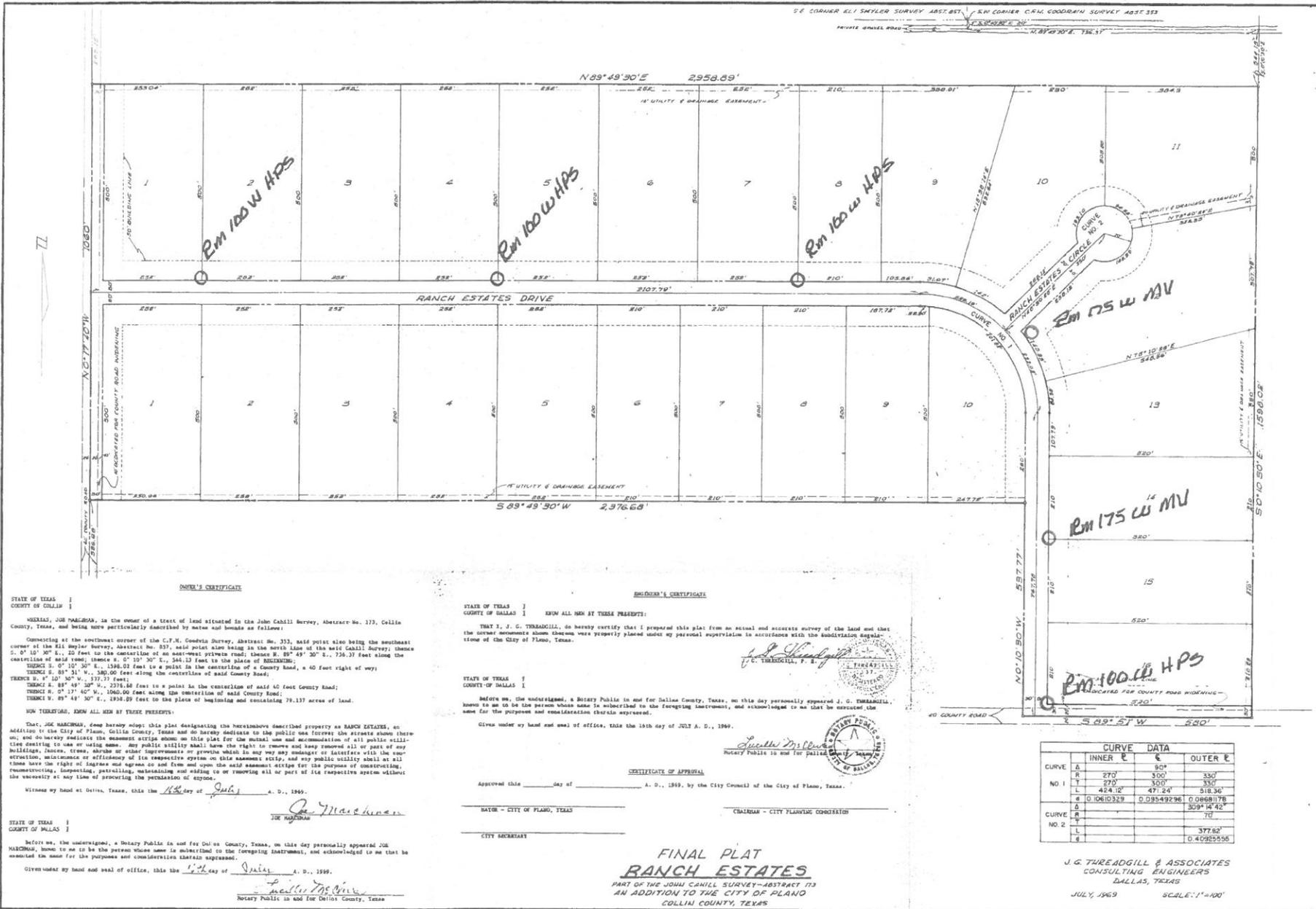
Metered Facilities – Company-Owned (closed to new installations)

- Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of \$ 55,361.59
- If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

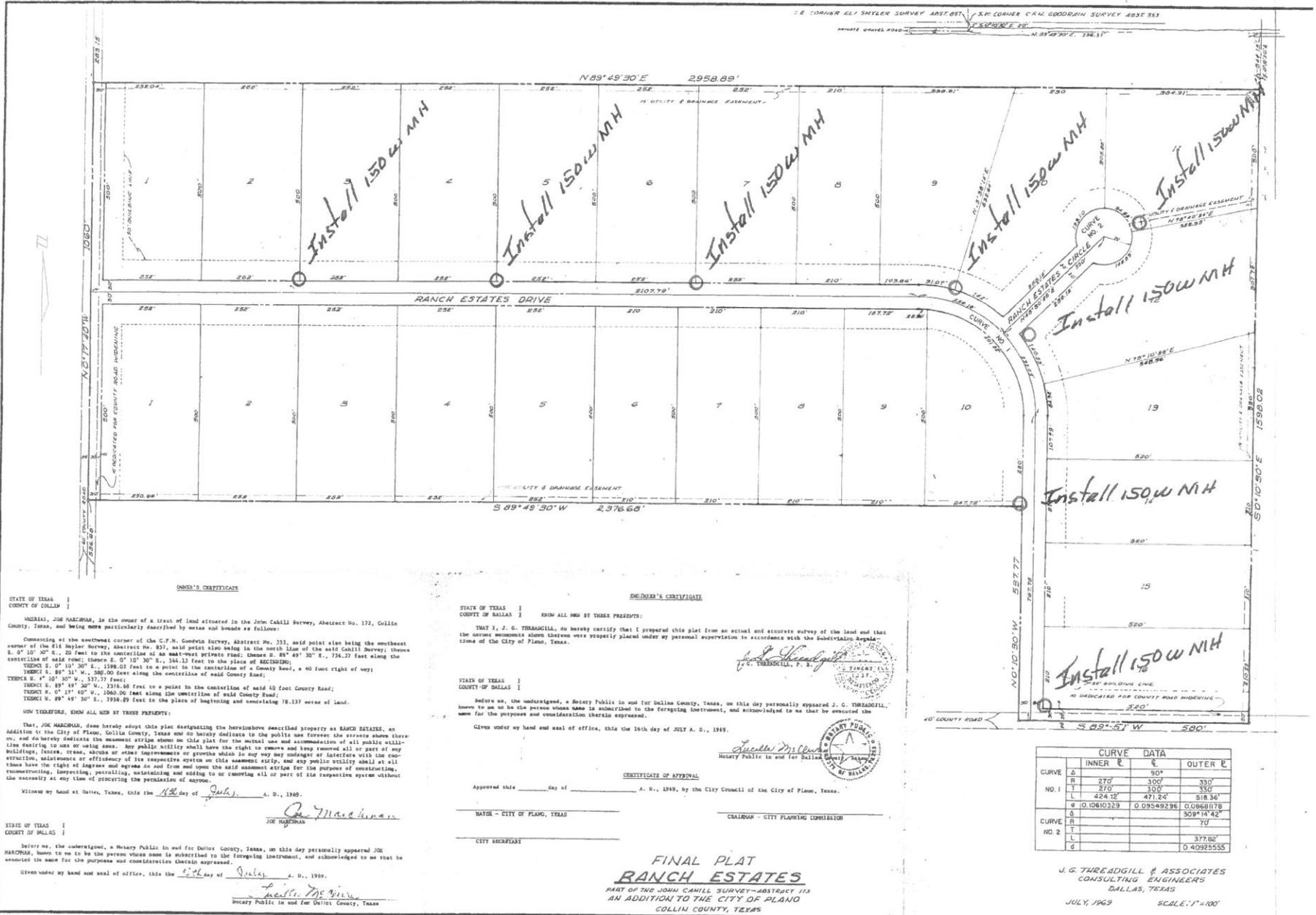
WR Number(s): 3325310

Date: 6-9-16

Remove 6 Lights



Install 8 Lights



OWNER'S CERTIFICATE

STATE OF TEXAS |
COUNTY OF COLLIN |

WHEREAS, JOE MARCHAND, is the owner of a tract of land situated in the John Camill Survey, Abstract No. 173, Collin County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the southeast corner of the C.F.M. Goodwin Survey, Abstract No. 333, said point also being the southeast corner of the E.H. Snyler Survey, Abstract No. 821, said point also being in the north line of the said Camill Survey; thence S. 0° 10' 30" E., 20 feet to the centerline of an east-west private road; thence S. 89° 49' 30" E., 734.27 feet along the centerline of said road; thence E. 0° 10' 30" E., 344.13 feet to the place of BEGINNING;

THENCE S. 0° 10' 30" E., 1398.03 feet to a point in the centerline of a County Road, a 40 foot right of way;

THENCE S. 89° 49' 30" E., 360.00 feet along the centerline of said County Road;

THENCE S. 4° 10' 10" W., 537.77 feet;

THENCE S. 89° 49' 30" E., 1318.46 feet to a point in the centerline of said County Road;

THENCE S. 0° 13' 40" W., 1060.06 feet along the centerline of said County Road;

THENCE S. 89° 49' 30" E., 799.89 feet to the place of BEGINNING and containing 18.137 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, JOE MARCHAND, does hereby adopt this plat designating the hereinabove described property as RANCH ESTATES, an addition to the City of Plano, Collin County, Texas and do hereby dedicate to the public use forever the streets shown thereon, and do hereby dedicate the easement strips shown on this plat for the actual use and accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fence, trees, shrubs or other improvements or growth which in any way may interfere or interfere with the construction, maintenance or efficiency of its respective system on this easement strip, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strip for the purpose of reconstructing, reconstructing, inspecting, maintaining, and repairing and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

Witness my hand and seal of office, this the 14th day of July, A. D., 1969.

JOE MARCHAND

STATE OF TEXAS |
COUNTY OF COLLIN |

Before me, the undersigned, a Notary Public in and for Collin County, Texas, on this day personally appeared JOE MARCHAND, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 14th day of July, A. D., 1969.

Joelle McVie
Notary Public in and for Collin County, Texas

ENGINEER'S CERTIFICATE

STATE OF TEXAS |
COUNTY OF DALLAS |

KNOW ALL MEN BY THESE PRESENTS:

That I, J. C. THREADGILL, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the utmost monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Plano, Texas.

J. C. Threadgill
J. C. Threadgill, P. E.

STATE OF TEXAS |
COUNTY OF DALLAS |

Before me, the undersigned, a Notary Public in and for Dallas County, Texas, on this day personally appeared J. C. THREADGILL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 14th day of July A. D., 1969.

Joelle McVie
Notary Public in and for Dallas County, Texas

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, A. D., 1969, by the City Council of the City of Plano, Texas.

WALTER - CITY OF PLANO, TEXAS
CHAIRMAN - CITY PLANNING COMMISSION

CITY SECRETARY

CURVE DATA

CURVE	INNER R	Δ	OUTER R
NO. 1	276'	90°	330'
L	424.12'	471.24'	518.36'
Δ	0.10610329	0.09549296	0.08681878
S			509° 14' 42"
T			71'
L			377.86'
Δ			0.40925555

FINAL PLAT
RANCH ESTATES
PART OF THE JOHN CAMILL SURVEY-ABSTRACT 173
AN ADDITION TO THE CITY OF PLANO
COLLIN COUNTY, TEXAS

J. C. THREADGILL & ASSOCIATES
CONSULTING ENGINEERS
DALLAS, TEXAS
JULY, 1969 SCALE: 1"=100'