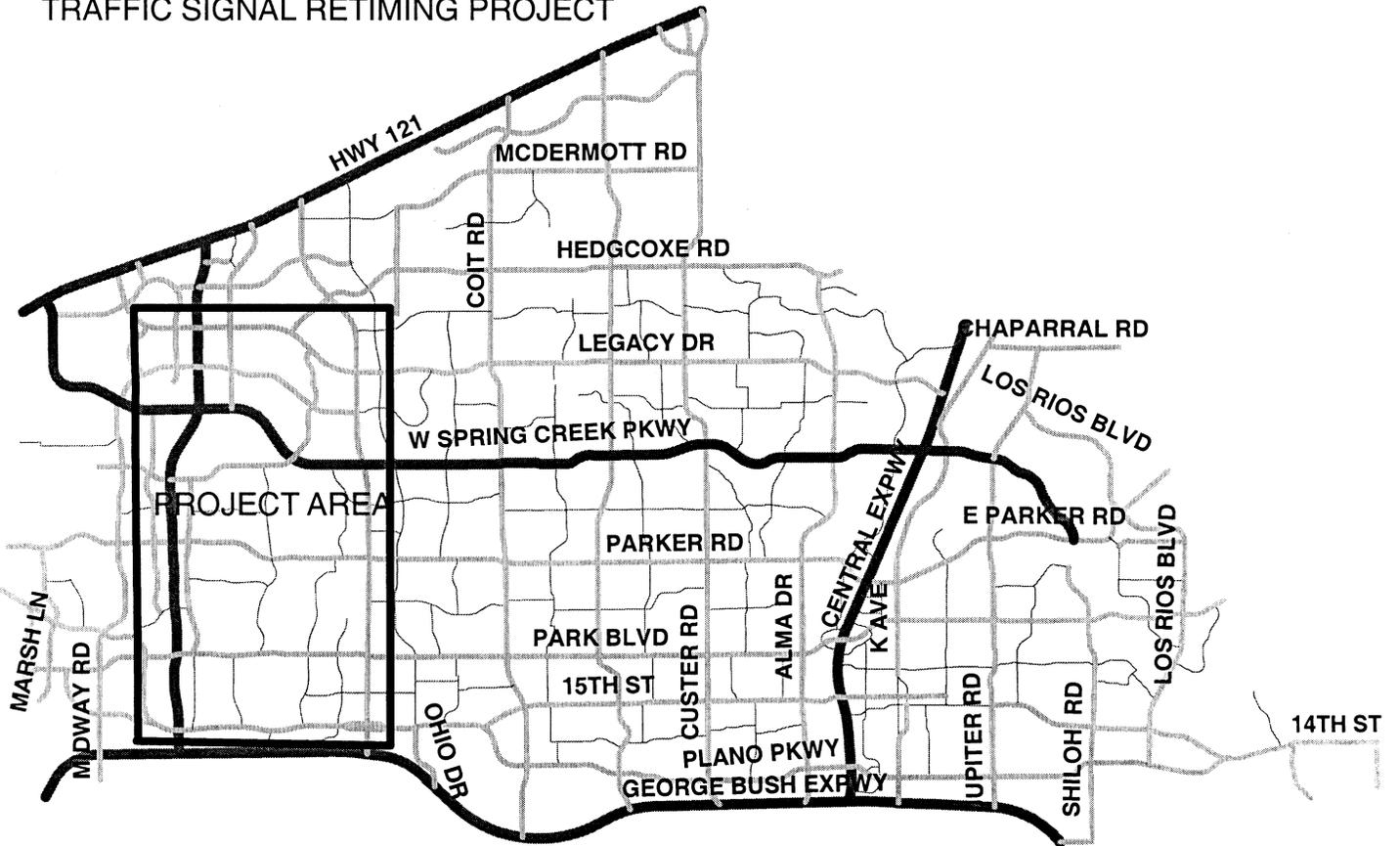




## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/26/10		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>				
<b>CAPTION</b>				
<p>A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and the North Central Texas Council of Governments for Traffic Signal Retiming; authorizing its execution by the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	160,618	0	<b>160,618</b>
BALANCE	0	160,618	0	<b>160,618</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> This item allows the City to enter into an interlocal agreement with NCTCOG for the Computerized Signal System project. If this request is approved, the City's commitment will be \$26,770, and NCTCOG will reimburse the City \$160,618, 80% of the project cost, for traffic signal retiming.</p> <p><b>STRATEGIC PLAN GOAL:</b> Interlocal agreements for traffic signal retiming relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The North Central Texas Council of Governments (NCTCOG) recently approved funding for implementation of a Regional Traffic Signal Retiming Program. A corridor containing 36 traffic signals in far west Plano was one of the selected projects. The total project cost of \$200,772 will be funded 80% by NCTCOG (\$160,618) and 20% by TxDot and the City of Plano (\$40,154). Plano's portion of the 20% match is \$26,770, and TxDot's portion of the 20% match is \$13,385. The traffic signals are in the area between Preston Road and the Dallas North Tollway from Plano Parkway to Legacy Drive. Funding is available in the 2009-2010 Street Improvement Community Investment Program.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Interlocal Agreement			N/A	
Project Area Map				

TRAFFIC SIGNAL RETIMING PROJECT



**A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and the North Central Texas Council of Governments for Traffic Signal Retiming, authorizing its execution by the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

**WHEREAS**, the City Council has been presented a proposed Interlocal Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments providing terms and conditions for Traffic Signal Retiming, 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 Agreement, 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 26<sup>th</sup> day of July 2010.

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**  
**and**  
**CITY OF PLANO**  
**for**  
**IMPLEMENTATION OF THE REGIONAL TRAFFIC SIGNAL RETIMING PROGRAM**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, the RTC is committed to the development and implementation of policies, projects, and programs to improve air quality and reduce emissions; and,

WHEREAS, on December 18, 2008, the RTC approved funding for implementation of Regional Traffic Signal Retiming Program in the Dallas-Fort Worth Metropolitan Area for the implementation of low-cost operational improvements at signalized intersections; and,

WHEREAS, the North Central Texas Council of Governments selected corridor(s) in the City of **Plano** as part of the Regional Traffic Signal Retiming Program; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the North Central Texas Council of Governments, and the City of Plano to enter into this agreement for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Parties

- 1.1 This Interlocal Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG", and the City of Plano, hereinafter referred to as the "City". NCTCOG and the City may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.
- 1.2 NCTCOG shall serve as the Contract Manager and Procurement Administrator for the Project.

2. Purpose

## Exhibit "A"

- 2.1 This Agreement defines the terms and conditions for the disbursement of Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds and associated state and local matching funds for the implementation of traffic flow improvements.
- 2.2 Improvements under this Agreement, implemented through the Regional Traffic Signal Retiming Project as authorized by the Regional Transportation Council, shall be employed at signalized intersections in the City.
- 2.3 Improvements shall be made to locations identified in Attachment A under this Agreement.

### 3. Duties

- 3.1 NCTCOG shall be responsible for project monitoring; Geographical Information Systems (GIS) database integration; and air quality benefit calculations and documentation.
- 3.2 NCTCOG's engineering consultant(s) will provide signal-timing improvements at the intersection locations identified in Attachment A.
- 3.3 The consultant(s) will be responsible for the following: field data collection; development, implementation, and fine-tuning of new coordinated signal timing plans; and any and all required documentation of "Before" and "After" conditions.
- 3.4 The City will work with NCTCOG's engineering consultant(s) to identify relevant signal timing elements/requirements at and related to the project intersections; review the developed new signal timing plan(s); approve all timing plans prior to implementation; and assist with fine tuning.

### 4. Funding

- 4.1 Attachment A includes a project cost estimate summary.
- 4.2 The total project cost estimate for this Agreement includes estimated consultant and NCTCOG Staff expenses, as well as, a portion of TXDOT direct state costs to perform duties specified in Sections 3.1, 3.2 and 3.3.
- 4.3 The total project cost estimate for this Agreement is identified in Attachment A. CMAQ programs will fund 80 percent of the project cost.
- 4.4 The City shall provide the 20 percent local match required for the off-system locations identified in Attachment A. The City shall provide a check payable to the North Central Texas Council of Governments in the amount identified in Attachment A.
- 4.5 The City shall remit additional local match payments to NCTCOG in the event that the actual cost of implementation of the Regional Traffic Signal Retiming Project is greater than the estimated cost identified in this Agreement.
- 4.6 Any excess local match funds for off-system locations shall be reimbursed by NCTCOG to the City.

Exhibit "A"

4.7 Under a separate agreement between TxDOT and NCTCOG, TxDOT will provide the 20 percent local match required for the intersections located on the state highway system identified in Attachment A.

5. Term

- 5.1 This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated.
- 5.2 Either Party may terminate this Agreement by giving 30 days written notice to the other Party. The Parties may terminate this Agreement by mutual written concurrence.
- 5.3 This Agreement shall automatically terminate upon completion of the project.

6. Modification, Waiver and Severability

- 6.1 This Agreement and any exhibits, which may be attached, constitute the entire agreement among the Parties. No waiver or modification of this Agreement shall be valid unless in writing and signed by both Parties. Failure of the Parties to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms and conditions.
- 6.2 In the event that any one or more of the provisions of 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 provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate originals on the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**CITY OF PLANO**

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
R. Michael Eastland  
Executive Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# Exhibit "A"

ATTACHMENT A

## REGIONAL TRAFFIC SIGNAL RETIMING PROGRAM CITY OF PLANO INTERSECTIONS AND LOCAL MATCH

Major Street	Cross Street	City	O & M Agency	On / Off TxDOT System	
				On-System	Off-System
Name	Name				
Preston Road (289)	President George Bush Turnpi	Plano	Plano	1	0
Preston Road	Alliance	Plano	Plano	1	0
Preston Road	Plano Parkway	Plano	Plano	1	0
Preston Road	Old Shepard	Plano	Plano	1	0
Preston Road	Park Boulevard	Plano	Plano	1	0
Preston Road	Highland	Plano	Plano	1	0
Preston Road	Tulane	Plano	Plano	1	0
Preston Road	Parker	Plano	Plano	1	0
Preston Road	Lorimar	Plano	Plano	1	0
Preston Road	Spring Creek	Plano	Plano	1	0
Preston Road	Tennyson	Plano	Plano	1	0
Preston Road	Legacy Drive	Plano	Plano	1	0
Plano Parkway	Ventura	Plano	Plano	0	1
Plano Parkway	Winding Hollow	Plano	Plano	0	1
Plano Parkway	Mira Vista	Plano	Plano	0	1
Plano Parkway	Parkwood	Plano	Plano	0	1
Plano Parkway	Dallas North Tollway	Plano	Plano	0	1
Park Boulevard (FM544)	Prestwick	Plano	Plano	0	1
Park Boulevard	Ventura	Plano	Plano	0	1
Park Boulevard	Willow Bend	Plano	Plano	0	1
Park Boulevard	Winding Hollow	Plano	Plano	0	1
Park Boulevard	Mira Vista	Plano	Plano	0	1
Park Boulevard	Parkwood	Plano	Plano	0	1
Park Boulevard	Dallas North Tollway	Plano	Plano	0	1
Parker Road (FM2514)	Silver Creek	Plano	Plano	0	1
Parker Road	Winding Hollow	Plano	Plano	0	1
Parker Road	Clark Parkway	Plano	Plano	0	1
Parker Road	Parkwood	Plano	Plano	0	1
Parker Road	Dallas North Tollway	Plano	Plano	0	1
Spring Creek Parkway	Parkway at Windhaven	Plano	Plano	0	1
Spring Creek Parkway	Parkwood	Plano	Plano	0	1
Spring Creek Parkway	Dallas North Tollway	Plano	Plano	0	1
Legacy Drive	Hedgcoxe Road	Plano	Plano	0	1
Legacy Drive	Parkwood Boulevard	Plano	Plano	0	1
Legacy Drive	Bishop Road	Plano	Plano	0	1
Legacy Drive	Dallas North Tollway	Plano	Plano	0	1
			<b>Total</b>	<b>12</b>	<b>24</b>

	Retiming	
	On-System	Off-System
Locations Requiring Signal Retiming	12	24
Total Cost	\$66,924	\$133,848
Local Match	\$13,385	\$26,770

Local Match in the Amount of \$26,770.00 is required prior to the issuance of a Notice to Proceed to NCTCOG consultants to begin work on these corridors.