

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., APRIL 10, 2006 AND PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

Mission Statement: The mission of the City of Plano is to provide outstanding services and facilities, through cooperative efforts with our citizens, that contribute to the quality of life in our community.

EXECUTIVE SESSION

- | | | |
|--|-----------|---------|
| Legal Advice | Wetherbee | 15 min |
| A. Respond to questions and receive legal advice on agenda items | | |
| B. Personnel Appointment to North Texas Municipal Water District Board | Council | 15 min. |

PRELIMINARY OPEN MEETING

- | | | |
|--|----------------------|---------|
| I. Consideration and action resulting from executive session discussion: Appointment to North Texas Municipal Water District Board | Council | 5 min. |
| II. Discussion and Direction re SH121 in Collin County | Johnson/
Upchurch | 45 min. |
| III. Council items for discussion/action on future agendas | Council | 5 min. |
| IV. Consent and Regular Agenda | Council | 5 min. |
| V. Council Reports | Council | 5 min. |
| A. Council May Receive Information, discuss and provide direction on the following reports: | | |
| B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees | | |

In accordance with the provisions of the Open Meetings Act, during Preliminary Open Meetings, agenda items will be discussed and votes may be taken where appropriate.

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.



CITY COUNCIL

1520 AVENUE K

DATE: April 10, 2006

CALL TO ORDER: 7:00 p.m.

INVOCATION: Pastor Gene Wilkes
Legacy Church

PLEDGE OF ALLEGIANCE: Jr. Girl Scout Troop 383
Service Unit 184

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p>* <u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></p> <p>Special Recognition: Plano's 250,000th Resident</p> <p>Special Recognition: Plano Senior High School Wildcat Basketball Team – 5A State Champions</p> <p>Proclamation: National League of Cities – Inclusive Communities</p> <p>* <u>GENERAL DISCUSSION</u></p> <p>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</p> <p>Remarks are limited to five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. Other time restraints may be directed by the Mayor.</p> <p>Specific factual information or an explanation of current policy may be made in response to an inquiry; but any discussion or decision must be limited to a proposal to place the item on a future agenda. Speakers will be notified when speaking time has expired.</p> <p>* <u>BOARD/COMMISSION REPORTS</u></p> <p>Keep Plano Beautiful Commission</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>CONSENT AGENDA</p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) <u>Approval of Minutes</u> March 27, 2006</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2006-96-B for the Purchase of Two (2) Walk-Behind Pavement Breakers from Sunbelt Rentals in the amount of \$29,880.</p> <p>(c) Bid No. 2006-103-B for Oak Grove and Miscellaneous Drainage Improvements to Jim Bowman Construction Company, L.P. in the amount of \$146,914. The project consists of construction at four locations (Oak Grove Drive near Oak Vista Drive, alley south of Winona Drive, alley west of Maverick Drive and Spanish Trail at Mantissa Drive) to eliminate major erosion and flooding problems.</p> <p>(d) Bid No. 2006-104-B for the installation of approximately 155 lineal feet of 24-inch RCCP & 1,435 lineal feet of 18-inch RCCP water line along Stewart Avenue in the amount of \$459,800 from Jim Bowman Construction Co., L.P. This project consists of installation along Stewart Avenue from Plano Parkway to the City's water tank to the north, removal and disposal of existing concrete paving, installation of reinforced concrete pavement at tank site and along Stewart Avenue and installation of hydro mulch seeding and sodding.</p> <p>(e) Bid No. 2006-98-B for the Purchase of Five (5) 12 to 14 Yard Dump Trucks from Dallas Freightliner in the amount of \$333,850 for the Utility District and Streets Department.</p> <p>(f) Bid No. 2006-101-C for Custodial Supplies to Grainger Industrial Supply, Eagle Brush & Chemical, Inc., Empire Paper Co., and Corporate Express, Inc., in the total estimated annual amount of \$31,691. This will establish an annual fixed price contract with two optional one-year renewals.</p> <p>(g) Bid No. 2006-41-C for Administration of Summer Arts Program to ArtCentre of Plano in the amount of \$57,000.</p> <p>(h) Bid No. 2006-107-B, for 2005-06 Concrete Rehabilitation Project, Spring Creek Parkway & Chase Oaks Boulevard to Jim Bowman Construction Company, L.P. in the amount of \$793,685. This project involves the replacement of arterial street paving on Spring Creek Parkway between Custer Road and Central Expressway and on Chase Oaks Boulevard between Spring Creek Parkway and Central Expressway.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</p> <p>(i) To authorize the purchase of two (2) Toro Groundsmaster 4500-D Mowers in the amount of \$86,405 from Professional Turf Products through the Texas Association of School Buyboard Purchasing Program and authorizing the City Manager to execute all documents necessary. (225-05)</p> <p>(j) To authorize the purchase of material testing services for Shiloh Road – Royal Oaks Drive to Parker Road in the amount of \$34,998 from Mactec Engineering & Consulting through a City of Plano contract, and authorizing the City Manager to execute all necessary documents. (D021-05)</p> <p>(k) To authorize the purchase of material testing services for the Tom Muehlenbeck Center in the amount of \$111,727 from GME Consulting Services, Inc. through a City of Plano contract, and authorizing the City Manager to execute all necessary documents. (Contract No. 2005-265-D)</p> <p>(l) To authorize the purchase of network servers in an amount not to exceed \$700,000 from IBM Direct and Hewlett Packard through the Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (IBM Direct DIR-SDD-190 and HP DIR-VPC-03-006).</p> <p>(m) To authorize the purchase of 2,000 licenses for Altiris Service Asset Management Suite from Dell Inc., in the amount of \$35,820 through the Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-192).</p> <p>(n) To authorize the purchase of Cheyenne Park Landscape Irrigation Renovations and Repair and Preston Meadow Park Maintenance Services in an amount not to exceed \$208,960 from Dyna-Mist Construction Company, Inc. through a Plano Independent School District (PISD) contract, and authorizing the City Manager to execute all necessary documents. CSP 3614</p> <p><u>Adoption of Resolutions</u></p> <p>(o) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments for the funding of a Green Living in Plano Residential Education Campaign; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(p) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments for the funding of the Organic Recycling/Composting with Biodegradable Plastic Bags Program; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(q)	To approve the dedication of a 0.807 acre tract of land owned by the City of Plano, Texas for dedication as a public right-of-way for Bright Star Way, said parcel situated in the J.O. Straughan Survey, Abstract No. 825, in the City of Plano, Collin County, Texas; and providing an effective date.	
(r)	To approve and authorize refunds of property tax overpayments; and providing an effective date.	
<p><u>Adoption of Ordinances</u></p>		
(s)	To adopt and enact Supplement Number 73 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.	
<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p>		
<p><u>The purpose of a Public Hearing is to receive input and information with the clarification that the focus of the City Council is on the singularly presented position, and not on repetition. To more effectively consider all presentations, applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mavor.</u></p>		
(1)	<p>Public Hearing and an ordinance as requested in Zoning Case 2006-03 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 574 so as to allow the additional use of Day Care Center on 0.1± acre of land located 500± feet east of Preston Road and 1,400± feet north of Park Boulevard in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Adventure Kids Playcare</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



Pat Evans
Mayor

Scott Johnson
Mayor Pro Tem

Sally Magnuson
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

April 5, 2006

Mayor Pat Evans
City Council Members
City of Plano
Plano, Texas 75074

Honorable Mayor and City Council:

We will begin our meeting Monday evening in Executive Session with legal advice and a personnel appointment.

The Preliminary Open Meeting includes discussion of the personnel appointment and discussion and direction regarding SH121 polices.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/bn

MEMO

DATE: March 27, 2006

TO: Honorable Mayor and City Council
City Manager Muehlenbeck

FROM: Di Zucco, Assistant City Secretary

RE: Personnel Appointment - Executive and Worksession Meetings

The following appointments will be considered on April 10, 2006.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<u>North Texas Municipal Water District</u> Reappointment of A.R. Schell (term expires 05-31-06)	No items to consider

EC II Ba

MEMORANDUM

TO: Thomas H. Muehlenbeck, City Manager
FROM: Alan Upchurch, City Engineer *au*
DATE: April 4, 2006
RE: S.H. 121 – Collin County

It is requested that an item be placed on the April 13, 2006, Preliminary Open Meeting for "Discussion and Direction regarding S.H. 121 in Collin County". The discussion will center on recent discussions at the Regional Transportation Council (RTC) concerning setting the parameters for the tolling questions. Attached is a hand out that describes Basic Questions and Policy Questions and COG staff recommended positions. The RTC will make final recommendations to these questions on April 13.

For Council's information I have also attached a copy of the February 2, 2006 resolution that City Council adopted regarding the S.H. 121 tolling and NTTA.

/sr

xc: Frank Turner, Executive Director

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DRAFT RESPONSES TO PUBLIC SURVEY ON TOLL ROAD POLICY

BASIC QUESTIONS:

1. What should the 2010 toll rate be for S.H. 121?

Public: Collin County lower – NTTA; others higher 15¢;

**Staff: Average 14.5¢ / Mile (opening day toll rate adjusted downward by question #4)
Exempt transit vehicles, not market driven, maximum**

2. Should there be a Comprehensive Development Agreement (CDA)
in Collin County?

Public: Frisco, no; McKinney, need toll road prefer NTTA; Rest of region, yes;

Staff: Should be a toll road, TxDOT proceed with procurement, NTTA proceed with public sector model (not private sector competition), RTC staff, TxDOT, NTTA work on joint recommendation, includes consideration of local government position. RTC has managed lanes policy for carpools.

3. Should we have a differential toll rate for peak and off peak conditions?

If so, what are the rates?

Public: Frisco, no; McKinney wants excess revenue; rest of region yes;

Staff: Yes, Peak 17¢ / Mile, Off peak 12.5¢ / Mile, maximum, quantify consequences

4. How should the toll rate grow over time?

Public: A function of Consumer Price Index (CPI)

Staff: 75% of "all items" consumer price index (examples: since 2000 1.7% ACR, 1990 – 2000 2.1% ACR, since 1970 3.5% ACR), above 3% CPI ACR use 75% of household income growth; adjusted every 2 years, maximum.

5. If the CDA anticipates toll revenue greater than anticipated costs, do we request revenue up front or over time?

Public: Several up-front and several both

**Staff: In sub-regional fund (see later question)
75% up-front / 25% over time**

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POLICY QUESTIONS:

1. Should gas tax funds be placed on NTTA toll projects that establish a minimum level of NTTA toll subsidy?

Public: 50% yes, 50% no, contradicts NTTA policy

Staff: Was yes, NTTA explore in public sector procurement

2. Should local governments have final authority in selecting NTTA or the private sector to build a project?

Public: Collin County – yes; Region 50% yes, 50% no;

Staff: TxDOT will recommend a private sector vendor (local governments can monitor). If there is a NTTA public sector proposal on a regional facility, RTC will recommend an institutional structure to the Texas Transportation Commission. RTC will strongly consider the position of its member governments. This issue is key to resolving conflict.

3. It is critical that NTTA grow as a regional toll authority in our region.

A) Should they develop revenue to fund gas tax facilities?

Staff: Yes, only as a “mobility dividend”, not excess revenue.

Public: 50% yes, 50% no

B) Should they adjust internal policies to request less gas tax funds?

Public: 50% yes, 50% no

Staff: Yes, see “integrated comprehensive approach”.

C) Other?

4. “Revenue greater than costs” should

A) Stay within the TxDOT district to fund other needed projects?

Public: Some say reduce tolls, 75% yes

Staff: Yes, allocated to counties based on toll usage of users by county (TxDOT and NTTA facilities). RTC adjust 69/31 formula for users from the west.

B) Stay within the county that the toll project is located in?

Public: General support through “A”

Staff: No

HC

5. Institutional selection should be

Public: Collin County, NTTA, region yes; regional competition

A) Based on full public sector/private sector competition?

Staff: Yes, but competition between two models, not within private sector model.

B) Based on a two step process, first on a public vs. private sector selection and second, the best entity in a given category?

Staff: No

6. The RTC should take into account the number of toll roads in a specific area before setting toll rates?

Public: 50% yes, 50% no

Staff: No

Staff: RTC position not requested:

No "no compete" clause

Duration less than 51 years

Tolls remain over time

Specific improvements from approved plan

II d

RESOLUTION NO. 2006-2-1(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, COLLIN COUNTY, TEXAS, RESCINDING RESOLUTION NO. 2005-8-6(R) AND SUPPORTING THE NORTH TEXAS TOLLWAY AUTHORITY PROPOSAL TO CONSTRUCT, MAINTAIN AND OPERATE SH 121 AS A TOLL ROAD IN COLLIN COUNTY FROM THE DALLAS NORTH TOLL ROAD TO US 75; AUTHORIZING ITS EXECUTION BY THE MAYOR OR, IN HER ABSENCE, THE MAYOR PRO TEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas, previously approved Resolution No. 2005-8-6(R) that indicated support of the construction of SH 121 as a toll facility with the cities of Allen, Frisco, McKinney and Plano and Collin County providing local control, financing and operations of the facility through formation of a Local Government Corporation; and

WHEREAS, the Texas Department of Transportation (TxDOT) has indicated that it would not support the Local Government Corporation concept; and

WHEREAS, the Cities and County have jointly requested that the North Texas Tollway Authority (NTTA) construct, operate and maintain the SH 121 Toll Road project as a part of the NTTA system; and

WHEREAS, the NTTA is negotiating to reach agreement with TxDOT to allow the NTTA to construct, operate and maintain SH 121 as a toll road; and

WHEREAS, the NTTA expects the SH 121 Toll Road to generate revenues in excess of project costs; and

WHEREAS, the NTTA has proposed that the revenue in excess of project costs from SH 121 Toll Road would be paid to TxDOT as a development or lease payment and would be allocated to the Regional Transportation Council (RTC) for use in Collin County for transportation projects.

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

Section I. The City Council of the City of Plano, Texas, rescinds Resolution No. 2005-8-6(R).

Section II. The City Council supports the construction, operations and maintenance of SH 121 as a toll road, including the interchanges at DNT and US 75, by the NTTA under substantial approval of the following conditions:

Ill

a. The NTTA will keep the toll rates consistent with the tolls on Dallas North Toll Road (DNT) and President George Bush Toll Road (PGBT), currently estimated to be twelve cents per mile when the toll road is opened and with an inflation factor of 1.5% per year, assuming substantial conformance with NTTA's projections.

b. The NTTA and TxDOT reach agreement for the NTTA to construct, operate and maintain the SH 121 Toll Road per the attached summary, as Exhibit A.

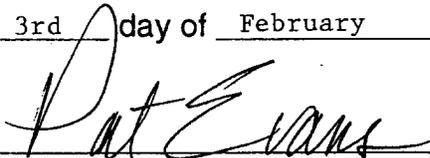
c. The excess revenue will be allocated to the Cities of Allen, Frisco, McKinney and Plano and Collin County per the attached policy to be adopted by the RTC, attached as Exhibit B.

Section III. The Mayor or, in her absence, the Mayor Pro Tem, is hereby authorized to execute a proposal or other such documents on behalf of the City of Plano with the Cities, Collin County, NTTA, and TxDOT that would provide for the construction, operations and maintenance of SH 121 as a toll road by NTTA, substantially according to the terms and conditions set forth in the Summary attached as Exhibit A hereto.

Section IV. If there is substantial deviation from Section II by the State of Texas, the Texas Transportation Commission, TxDOT, the RTC, or any entity having authority over the project, then the City's support for converting SH 121 to a toll road shall be automatically revoked and this resolution shall be null and void.

Section V. This resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED the 3rd day of February, 2006.



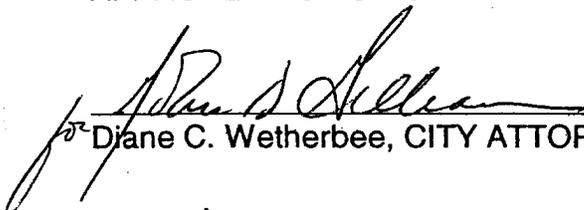
Pat Evans, MAYOR

ATTEST:



Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY



Summary of the Joint Proposal by the North Texas Tollway Authority, Collin County, and the Cities of Allen, McKinney, Plano and Frisco to Develop SH 121 CC

As one of the most financially feasible tollway projects in the nation, the Project provides a unique opportunity to capture an ongoing funding source for the region's future transportation needs while assuring reasonable levels of toll rates for North Texas citizens. Development of the Project by a locally controlled political subdivision maintains the future flexibility to respond to ever-evolving regional transportation needs.

Project Description

SH 121 Collin County is a six-lane 12.8 mile roadway extending from the Dallas North Tollway on the west to US 75 on the east. The Project includes 3-lane frontage roads in each direction and full interchanges at both its eastern and western termini.

The Proposal

The North Texas Tollway Authority (NTTA), Collin County (the "County") and the Cities of Allen, Frisco, McKinney, and Plano (the "Participating Cities") are proposing the following project development plan to the Regional Transportation Council (RTC) and the Texas Department of Transportation (TxDOT).

- Under a 50-year agreement with TxDOT, NTTA will develop, operate and maintain the Project and provide to TxDOT all annual toll revenues exceeding annual Project Costs
- Annual Project Costs include Project Coverage of 0.15x debt service and \$7,000 per lane mile paid to the Participating Cities to maintain the Project frontage roads to TxDOT standards.
- The County and Participating Cities intend to enter into an agreement with TxDOT and the RTC providing that all Project revenues are dedicated to future transportation projects in the area.
- The NTTA will finance the Project as part of the DNT System, with a projected 2010 opening date. The NTTA will assume all customary development risks associated with the Project.

Payments to TxDOT will have a guaranteed component and a variable component based on actual traffic volume. TxDOT will receive all revenues of the Project except those necessary to pay Project Costs

- Toll rates are expected to be \$0.12/mile, growing at 1.5% annually, adjusted every 5 years. Actual toll rates will be set at financial closing, but are expected to be consistent with the Dallas North Tollway and the President George Bush Turnpike.
- If Project revenues are lower than required to pay Project Costs, meet NTTA legal obligations, and provide the guaranteed payments to TxDOT, the NTTA is required to adjust the toll rate on the Project and, if necessary, thereafter on the DNT System to pay these costs.

Advantages to the Participating Parties

- Maximizes SH 121 "return" to TxDOT with over \$500 million in today's dollars for transportation in the region
- Maintains SH 121 CC toll rates at levels comparable to other area tollroads
- Reinvests all project revenues in regional transportation systems
- Meets TxDOT District and RTC Objectives:
 - Return is comparable to or better than a CDA
 - No dilution of NTTA resources for other planned projects in the region
- The region's ability to implement critical capacity improvements is unconstrained
- Provides faster project delivery than any alternative delivery method
- Including the SH 121 construction funding (\$370 million), SH 121 guaranteed development payments (\$500 million), the expected DNT System funding for unidentified regional projects (\$2 billion), and the NTTA's project revenue bond capacity for completion of the Trinity Parkway, Lewisville Lake Bridge, the Southwest Parkway and the Eastern Extension of the PGBT (\$1.5 billion), the NTTA is prepared to provide approximately \$4.5 billion in today's dollars for transportation in North Texas.

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Excess Toll Revenue Policy for S.H. 121 in Collin County

Purpose: To transfer the September 9, 2004, Regional Transportation Council (RTC) policy to a North Texas Tollway Authority (NTTA) project. This policy excludes managed lane projects.

1. The focus of this policy is NTTA sponsored toll project. ¹
2. Excess Toll Revenue (ETR) is defined as revenue received by the Texas Department of Transportation (TxDOT) from NTTA. This will be done through mutual agreement by both agencies. ²
3. ETR from individual projects may be used to help pay down the bonds on other NTTA toll projects. ³
4. All ETR generated from individual projects shall remain in the TxDOT district in which that revenue generating project is located. ⁴
5. All (or a portion of) the excess revenue generated from individual toll projects shall remain in the counties in which that revenue generating project is located. These projects can be either on or off the state system. In addition, these funds are restricted to transportation purposes that include engineering, construction, preventative maintenance, reconstruction or upgrade of thoroughfare projects. ⁵
6. Projects funded with excess toll revenue should be selected by the impacted local governments and recommended to TxDOT and the Regional Transportation Council for approval. This cooperative process intends to fund projects that meet city, county and TxDOT needs. ⁶
7. This project or policy shall not impact local government allocation of future transportation funds through the RTC or TxDOT.

Footnotes:

¹ This policy only applies to S.H. 121 in Collin County.

² This will include payments to local governments for maintenance of the Frontage roads. A separate Memorandum of Understanding between TxDOT, Texas Transportation Commission and the Regional Transportation Council will assure project selection authority remains within the region.

³ It is not anticipated that this provision would be necessary; however, it is in the best interest of the region that NTTA not default on any bond obligation. Local governments in Collin County would have to approve specific funding uses.

⁴ This provision is necessary to cap revenue sharing for #3 above to NTTA toll projects from the eastern side of the region. Western side NTTA toll projects needing assistance on bond obligations will come from the west. This provision is also necessary to potentially share excess revenue outside the county. If necessary, the Regional Transportation Council would want funds to go to projects in close proximity to Collin County (i.e., "near neighbor").

⁵ Transit projects are excluded at this time but could be included through mutual agreement of Local Governments in Collin County, the Collin County Commissioners' Court, TxDOT and the Regional Transportation Council. Local Governments in Collin County would have to approve specific funding uses

In Collin County for the S.H. 121 toll project, Local Governments include Collin County, Allen, Frisco, McKinney, and Plano. Project shares will be equal between the five (5) parties.



**Discussion/Action Items for Future Council Agendas
(as of April 4, 2006)**

Additional rescheduling of Council meetings may be necessary due to elections and the PISD calendar. These changes will be made as soon as the dates are confirmed.

April 24

Community Relations Report
Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Volunteer Recognition – Popik
Community Relations Report
Updates – Racial Profiling, 2005 Statistical Report (Rushin)
Real Estate Signs

Public Hearing: Zoning Case 2006-03 - A request for a Specific Use Permit for Day Care Center on 1.0± acres located 500± feet east of Preston Road, 1,400± feet north of Park Boulevard. Zoned Retail. **Applicant: Adventure Kids Playcare**

Public Hearing: Zoning Case 2005-54 - Request to rezone 16.2± acres from Agricultural and Estate Development to Single-Family Residence-7 located on the east side of Los Rios Boulevard, 120± feet south of Trail Walker Drive. . **Applicant: Abby Bahreini**

Public Hearing: Zoning Case 2006-02 - Request to amend various sections of the Zoning Ordinance, including regulations and administrative procedures regarding storm water infrastructure improvements intended to improve storm water quantity and quality. **Applicant: City of Plano**

Public Hearing: Subdivision Ordinance Amendment - Request to amend regulations and administrative procedures of the Subdivision Ordinance regarding storm water infrastructure improvements intended to improve storm water quantity and quality. **Applicant: City of Plano**

May 8

Planning and Zoning Commission Report
Drought Contingency Ordinance

May 15 - Police Memorial Service, Haggard Park, 7 p.m.

May 18 – District 3 Roundtable, Davis Library Program Room, 7 p.m.

May 22

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Mobility Report
Comprehensive Monthly Financial Report
Transition/Revitalization Report
Canvass Vote

May 29 – Memorial Day Holiday

June 2 – 5, Texas City Managers Association – Corpus Christi

June 5 – 7, Council Workshop – Lyle Sumek

June 12

Board of Adjustment Report

June 26

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Parks and Recreation Report

July 4 – Independence Day Holiday

July 24

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Building Standards Report

July 26

Budget Presentation

August 14

Technology Commission

August 19

Council Budget Worksession

August 24 – District 4 Roundtable, Haggard Library Program Room, 7 p.m.

August 28

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Retirement Security Plan Committee

September 4 – Labor Day Holiday

September 10 – 13, International City Management Association, San Antonio

September 11

Self Sufficiency Report
Adopt Operating Budget, Community Investment Program, Set Tax Rate

September 25

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Plano Housing Report

October 9

TIF 1 and 2 Report

October 23

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Youth Advisory Committee Report

October 25-28, Texas Municipal League, Austin, Texas

November 9 – District 2 Roundtable Plano Sports Authority StarCenter, 7 p.m.

November 13

November 23, 24 – Thanksgiving Holidays

November 27

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

December 5 - 9, National League of Cities, Reno, Nevada

December 11

December 14, City of Plano Employee Holiday Luncheon, Plano Centre, 11 am – 1 pm

December 19

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

December 22, 25 Christmas Holidays

January 1, 2007 – New Year Holiday



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/10/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		Sharon Wright ext. 7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Special Recognition: Plano's 250,000 th Resident				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	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):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/10/06		Reviewed by Legal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:			City Manager	<i>[Signature]</i> 4/10/06
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

Special Recognition: Plano Senior High School Wildcat Basketball Team - 5A State Champions

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	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):

COMMENTS:

SUMMARY OF ITEM

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/10/06		Reviewed by Legal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:			City Manager	
Agenda Coordinator (include phone #):		Sharon Wright ext. 7107		

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

Proclamation: National League of Cities - Inclusive Communities

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	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):

COMMENTS:

SUMMARY OF ITEM

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

KEEP PLANO BEAUTIFUL

Accomplishments & Benefits
October 2005 thru March 2006



Mission Statement

Keep Plano Beautiful is a city council appointed commission that empowers individuals to take responsibility for enhancing their community through litter awareness and prevention and community beautification.

GOAL I

Increase Community Involvement
and Awareness Through Expanded
Public Relations



Environmental Community Awards Volunteers...Linking the environment and community

- Formerly Plano Community Awards
- Plano Center
- Windhaven Room
- May 9, 2006



HOA Beautification Grant Program



December 2005 HOA Grant Awardees

- Hunters Glen \$900
- Preston Pointe \$750
- Windsor Park \$750
- Windhaven \$250

Total Award: \$2650

HOA Neighborhood Dumpster Program



GOAL II

Create a More Beautiful and Litter-free Community



2006 GAC T-Shirt Design



GREAT AMERICAN CLEANUP

- 21st annual event held 1st Saturday in April
- Volunteers clean neighborhood areas
- Volunteer picnic at Bob Woodruff Park
- Over 2500 cleanup volunteers registered



Adopt-A-Highway Program

- 43 participating businesses
- 61 roadways cleaned quarterly
- Open to local businesses, civic organizations, schools, and individuals



Cigarette Litter Education Program



Other Litter-free Accomplishments

- Litter Index – Winter 2005 – 1.27
- Cigarette Litter Scan – downtown businesses were evaluated for cigarette butts and 1000 pocket ashtrays were distributed
- 87 educational presentations and public outreach events reaching 12,275 citizens
- 6 Habitat for Humanity and 11 senior yard spruce-ups in conjunction with Home Depot and Natives Texas Garden Designs

Wish List

- Provide downtown businesses with outside cigarette disposal receptacles

GOAL III

Create Business and Financial Support



Business Sponsors

- Allied Waste Services
- Cadbury Schweppes
- Elliott's Hardware
- Frito Lay
- Medical Center Plano
- Native Texas Garden Design
- OTTO Container Management
- Plano Office Supply
- The Home Depot
- Whole Foods Market
- Wienerschnitzel

Volunteer Appreciation



Mailed approximately
100 letters to local
businesses seeking
sponsorship
donations for
volunteer recognition

www.keepplanobeautiful.org

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
March 27, 2006**

COUNCIL MEMBERS

Pat Evans, Mayor
Scott Johnson, Mayor Pro Tem
Sally Magnuson, Deputy Mayor Pro Tem
Shep Stahel
Loretta Ellerbe
Harry LaRosiliere
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Elaine Bealke, City Secretary

Mayor Evans called the meeting to order at 5:07 p.m., Monday, March 27, 2006, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071, for which a certified agenda is not required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 5:54 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion:

No action was brought forward.

DART Report

DART Board of Directors member Pope spoke to the Federal Transit Administration supporting the Full Funding Grant Agreement for DART rail expansion projects, working on the 2030 Plan and looking at projected ridership. He spoke to the City of Dallas and their preparation of a comprehensive plan identifying new demographic figures which are different from Council of Government figures, and working with Dallas to review these numbers and determining what the impact might be in terms of demographics and ridership projections.

Mr. Pope stated that the belief is that the Cottonbelt line will be a more cost effective north crosstown corridor, spoke to a short term gain in membership being still at a distance if at all, and stated that DART encourages new members with the availability of the one penny sales tax to join. He stated that this remains the adoptive policy of the DART Board, but that there have been discussions regarding junior membership and whether or not this would work.

Mr. Pope responded to the Council that it is his opinion that some neighboring cities who have the one penny sales tax might join DART, that end of line problems with parking availability due to out of area riders is being looked at but that DART's main goal is to produce ridership and that available areas to provide increased parking are limited. He further responded that providing longer light rail cars depends on technology, station size, and consideration of the time it takes to start a longer train. He further responded that high rise parking is being addressed with city planners as an option.

Mobility Report – Discussion and Direction Regarding Intersections – Legacy/Preston, Plano Parkway/Preston, Springcreek/Coit

Transportation Engineering Manager Neal and Dave Carter of Parsons Transportation Group addressed the Council regarding the Preston Road and Legacy Drive Intersection and the Median Left Turn. Mr. Neal spoke to performing what-if testing at this site, and stated that this modified design provides overall good traffic flow. He spoke to moving forward with this design at Springcreek Parkway and Coit Road; Preston Road and Plano Parkway; and Legacy Drive and Preston Road.

Mr. Carter responded to the Council regarding design configuration of the turn lanes on Legacy Drive at the Preston Road intersection, and spoke to providing more green light time to motorists by eliminating current left turn lane scenarios. He further responded that the new design adds left turn capacity without having to add two left turn lanes as a result of through traffic green light time.

The Council concurred to move forward with the design presented tonight at all three intersections as identified, reflecting a change from what was previously presented and approved by the Council, and that the intersection of Preston Road and Plano Parkway would be done first, followed by Springcreek Parkway and Coit Road, and lastly Legacy Drive and Preston Road with time provided in between for evaluation.

Discussion and Direction Regarding Urban Centers Study

Plano Transition and Revitalization Commission Chair Kissick and Senior Planner Tovell addressed the Council regarding the role of urban centers in the City and the study of this by the Plano Transition and Revitalization Commission. Mr. Kissick spoke to a work program consisting of two phases, a definition of urban centers which is identified as “mixed use, transit supportive neighborhoods with pedestrian activity and a sense of community,” and further identified existing examples in the Metroplex.

Ms. Tovell spoke to current changes and challenges being faced in Plano and benefits of urban centers which would include a more efficient delivery of services as well as provide major gathering centers and further reviewed key characteristics and site attributes. She spoke to Phase 1 and the narrowing down to three out of twelve sites looked at which were Preston Road and Park Boulevard, Collin Creek corridor area, and the Parker Road Station area and further requested that the Council provide input with regard to proceeding. Ms. Tovell responded to City Manager Muehlenbeck that she will provide information as to what other locations were looked at and why they were not chosen as possible sites. Mr. Kissick responded to the Council that the sites chosen provide the ability to be within a defined highway/transit system and are pre-existing locations. Ms. Tovell responded that size attributes were looked at and that a site should be pedestrian friendly.

Council Member Callison recommended that the Downtown Task Force work with the Commission on this project. Ms. Ellerbe spoke to the good job done by the Commission. Ms. Tovell responded to the Council that implementation strategies have been discussed by the Commission, a vision must be established for the area, and spoke to looking into facilitating pedestrians from corner to corner at large intersections.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Financial Report for the month of February. He spoke to revenues being up, expenditures tracking well as budgeted, the Environmental Waste Fund operating at a deficiency, and to sales tax performing well. Mr. McGrane spoke to single family housing starts leveling off with new house sales doing well, stated that water and sewer revenues are up, and spoke to treasury pool equity and portfolio diversification and yield.

Mayor Evans convened directly into the Regular meeting at 7:00 p.m. where remaining Preliminary items were addressed. No recess was taken.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
March 27, 2006

COUNCIL MEMBERS

Pat Evans, Mayor
Scott Johnson, Mayor Pro Tem
Sally Magnuson, Deputy Mayor Pro Tem
Shep Stahel
Jean Callison
Loretta L. Ellerbe
Harry LaRosiliere

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Elaine Bealke, City Secretary

Mayor Evans convened the Council into the Regular Session immediately following the Preliminary Session on Monday, March 27, 2006, at 7:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Rev. David Batchelder of West Plano Presbyterian Church.

The Pledge of Allegiance was led by Girl Scout Troop 852.

Mayor Evans recognized the Plano West Lady Basketball Team – State 5A Champions, presented a proclamation for National Library Week – 2006 and acknowledged the Texas Municipal Library Directors Association 2005 Achievement of Excellence in Libraries Award. She presented proclamations for Keep Plano Beautiful – Great American Cleanup and Outdoor Air Quality Awareness Month. Mayor Evans made a presentation to the Building Inspections Department for the Building Officials Association of Texas Award of Excellence, Bill McGovern – UTA Construction Research Center Building Inspector of the Year Award and Mamie Free – ICC North Texas Chapter Building Department Employee of the Year Award. She presented a proclamation recognizing Southwest Forum Day.

Kent Baker was unable to attend to receive an oath of office for the Keep Plano Beautiful Commission.

GENERAL DISCUSSION

Sonja Hammar, citizen of the City, spoke to the learning curve necessary for the proposed modified left turns at major intersections. She spoke to spreading the word regarding upcoming Urban Design Projects in the City and to the Council considering how projects will affect the lives of citizens.

Jack Lagos, citizen of the City, requested a response to his comments regarding the Arts of Collin County Commission certified audit being inaccurate as it states they are a 501(c)(3) charitable organization and he spoke regarding the City having one-third ownership. Mayor Evans advised that during General Discussion the Council may not comment on items as they have not been posted on the agenda.

Receive City Attorney's response to comments of public interest made at a previous Council meeting.

City Attorney Wetherbee spoke to comments received at the March 16, 2006 Council meeting regarding the Arts of Collin County Commission (ACC) not having received its Internal Revenue Service determination letter regarding its tax exempt status. She advised that it is typically nine months to one year before a letter is sent and that the law recognizes this delay. Ms. Wetherbee spoke to compliance by the ACC with the timelines established by the Department of Treasury and to being allowed to claim 501(c)(3) status until the IRS or a court of law determines otherwise. She spoke to the notation being in compliance with custom and practice and the determination letter having no bearing on funding from the City as a joint owner. Ms. Wetherbee stated that the fact that the determination letter has not been issued does not diminish nor lessen the ACC's 501(c)(3) status and it is consistent with IRS regulations allowing an organization to file within a period of time of its formation to make that claim.

BOARD/COMMISSION REPORTS

Public Art Committee Chair Michael Coleman spoke regarding upcoming projects including the Veterans Memorial for Memorial Park by sculpture David Newton and landscape architect Michael Kendall. He spoke to a community input meeting to be held on April 12 with completion scheduled for summer 2007. Mr. Coleman spoke to the Oak Point Park and Nature Preserve project which will integrate public art into the interior of the visitor's center. He spoke to a nationwide call to artists, the selection of three artists to develop their concepts, final selection in July 2006 and a scheduled completion date of summer 2007.

Mr. Coleman spoke to the creation of a collection for libraries that would be connected thematically while reflecting the unique character of each library. He spoke to Texas Poet Laureate Alan Birkelbach's composition of poems to be used for inspiration and stated that different media would be chosen for each site with installation beginning in early 2007. Mr. Coleman spoke to public art coming to the City's animal shelter and downtown fire station in 2008. He advised regarding benchmarking of sculpture festivals throughout Texas and the nation and spoke to an upcoming report to the Council regarding a possible *Sculpture in the Park* project. Mr. Coleman spoke to the collaborative efforts of the Council, Staff and citizens to bring public art to the City.

Committee member Janet Shaw responded to Council Member Stahel regarding research being done to determine the possibility of establishing a sculpture park in the City.

CONSENT AGENDA

Council Member Stahel advised that he would be stepping down due to possible conflicts of interest from Consent Items “H,” authorizing the purchase of annual license renewal and upgrade protection for Altiris Client Management Software from Dell Inc., “I,” authorizing the purchase of Neate Suite Software Maintenance from SHI Government Solutions, “M,” a resolution to approve renewal of an agreement with Oracle USA, Inc. for maintenance and support of PeopleSoft Enterprise Software, and “N” a resolution to approve the purchase of forty-one Predator Mobile Computers from Digital Computer Integration Corporation.

Citizen Sonja Hammar requested Consent Items “K” authorizing a contract with Jones & Boyd, Inc. to provide landscape architectural services for the Plano Transit Village Veloweb and “L” a resolution to approve a second modification to a wrecker service contract between the City and Signature Towing, Inc. be removed for individual consideration.

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, the Council voted 7-0 to approve and adopt all remaining items on the Consent Agenda as recommended and as follows:

Approval of Minutes [Consent Agenda Item (A)]

March 16, 2006

Approval of Expenditures

Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)

Bid No. 2006-91-B for the 2005 Street Light Project to J & J Hardscape, Inc. in the amount of \$233,725. This project involves the construction and installation of underground infrastructure and street light bases on the following thoroughfares: Parkwood Boulevard (Plano Parkway to Windhaven Parkway), Windhaven Parkway (Red Wolf Drive to Dallas North Toll Road), Ventura Drive (Park Boulevard to Preston Road) and Chapel Hill Boulevard (Dallas North Toll Road to Parkwood Boulevard). [Consent Agenda Item (B)] (See Exhibit “A”)

Bid No. 2006-24-B for the purchase of W.O. Haggard Library Furniture Part 3 – Project No. 5216 Schedule 1: A Sign of Quality – Library Signs in the amount of \$2,924, Schedule 2: Contracta Office Furnishings – Reading Tables and Lounge Seating in the amount of \$60,132, and Schedule 3: Cultural Surroundings- End Panels in the amount of \$73,824. [Consent Agenda Item (C)] (See Exhibit “B”)

Bid No. 2006-92-B for Alley Reconstruction – Los Rios project to Jim Bowman Construction Company, L.P. in the amount of \$161,431. The project consists of construction of three alleys in East Plano: east of R Avenue and extending 450' north of 14th Street, west of R Avenue north from 17th Street to 18th Street and west of Hondo Drive in the Los Rios Area. [Consent Agenda Item (D)] (See Exhibit “C”)

Bid No. 2006-81-B Fire Stations No. 5 & 6 Generator Replacement to Kennedy Electric in the amount of \$73,070. [Consent Agenda Item (E)] (See Exhibit “D”)

RFP No. C182-05 to Target Safety in the amount of \$52,500 to provide on-line training for City employees and to provide ability for departments to analyze accidents. [Consent Agenda Item (F)] (See Exhibit “E”)

Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).

To authorize the purchase of Reading Chairs in the amount of \$35,000 from Lowenstein, Inc. a TXMAS contract through a Local Representative – Focus Plus to cover the cost of chairs amounting to \$34,502 plus any contingency charges that may arise, and authorizing the City Manager to execute all necessary documents. (TXMAS-4-7110120) [Consent Agenda Item (G)]

Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)

To approve the terms and conditions of an agreement between the City of Plano, Texas and David Newton, a qualified professional artist, for the design of artwork for the Veterans' Memorial at Memorial Park; authorizing the City Manager to execute such agreement with Mr. Newton; and providing an effective date. [Consent Agenda Item (J)]

Adoption of Resolutions

Resolution No. 2006-3-10(R): To approve the release of that certain temporary easement for construction for Spring Creek Parkway, as recorded in Clerk's No. 94-0025405; authorizing the City Manager to execute such documents releasing the easement; and providing an effective date. [Consent Agenda Item (O)]

Resolution No. 2006-3-11(R): To approve and authorize refunds of property tax overpayments; and providing an effective date. [Consent Agenda Item (P)]

Adoption of Ordinances

Ordinance No. 2006-3-12: To provide for partial exemption of certain heritage resources located in the City of Plano, Texas, from the current year ad valorem taxation in the amount of \$28,012; providing a severability clause and an effective date. [Consent Agenda Item (Q)]

Ordinance No. 2006-3-13: To amend Section 12-102(e) of Article V, Stopping, Standing, and Parking of Chapter 12, Motor Vehicles and Traffic of the Plano Code of Ordinances to extend the No Stopping, Standing, or Parking prohibition along the north and south sides of Maumelle Drive from 150 feet east of Spokane Place to 200 feet east of Garfield Drive between the hours of 8:00 a.m. to 8:45 a.m. and 3:15 p.m. to 4:00 p.m. on school days; declaring the parking of motor vehicles in said section of Maumelle Drive within the defined time limits as unlawful and a misdemeanor; and providing a severability clause, a penalty clause, and an effective date. [Consent Agenda Item (R)]

Ordinance No. 2006-3-14: To amend Section 12-101 of Article V Stopping, Standing, and Parking of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano to delete the Subsection entitled 17th Street, along the north side from its intersection with P Avenue to its intersection with the alley west of R Avenue; providing a repealer clause, severability clause, savings clause, and an effective date. [Consent Agenda Item (S)]

END OF CONSENT

Due to possible conflicts of interest, Council Member Stahel stepped down from the bench on the following four items which were considered concurrently.

Purchase from Existing Contract/Agreement: To authorize the purchase of Annual License Renewal and Upgrade Protection for Altiris Client Management Software in the amount of \$26,573 (2000 license renewals at \$13,520, 15 helpdesk license renewals at \$3,803 and the annual premium support at \$9,250) from Dell Inc., through Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-192) [Consent Agenda Item (H)]

Purchase from Existing Contract/Agreement: To authorize the purchase of Neate Suite Software Maintenance in the amount of \$31,183 from SHI Government Solutions through a CISV contract, and authorizing the City Manager to execute all necessary documents. VID# 1-22-369-5478-500 [Consent Agenda Item (I)]

Resolution No. 2006-3-15(R): To approve the renewal of an agreement between Oracle USA., Inc., a sole source vendor formerly known as PeopleSoft, Inc. and the City of Plano, for the maintenance and support of PeopleSoft Enterprise Software; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (M)]

Resolution No. 2006-3-16(R): To approve the sole source purchase of forty-one (41) Predator Mobile Computers from Digital Computer Integration Corporation in the amount of \$305,770; authorizing the City Manager to take such action as is necessary to effectuate the purchase; and providing an effective date. [Consent Agenda Item (N)]

Upon a motion made by Deputy Mayor Pro Tem Magnuson and seconded by Mayor Pro Tem Johnson, the Council voted 6-0 to authorize the purchase of Annual License Renewal and Upgrade Protection for Altiris Client Management Software in the amount of \$26,573 from Dell Inc., through Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents; to authorize the purchase of Neate Suite Software Maintenance in the amount of \$31,183 from SHI Government Solutions through a CISV contract, and authorizing the City Manager to execute all necessary documents; Resolution No. 2006-3-15(R) - To approve the renewal of an agreement between Oracle USA., Inc., a sole source vendor formerly known as PeopleSoft, Inc. and the City of Plano, for the maintenance and support of PeopleSoft Enterprise Software; authorizing its execution by the City Manager; and providing an effective date; and Resolution No. 2006-3-16(R) - To approve the sole source purchase of forty-one (41) Predator Mobile Computers from Digital Computer Integration Corporation in the amount of \$305,770; authorizing the City Manager to take such action as is necessary to effectuate the purchase; and providing an effective date.

Council Member Stahel resumed his place at the bench.

Approval of a Contract: To approve and authorize a contract with Jones & Boyd, Inc. to provide Landscape Architectural Services to prepare construction documents for the Plano Transit Village Veloweb in an amount not to exceed \$203,000, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract. (RFP No. B012-04. Project No. 5435) [Consent Agenda Item (K)]

Sonja Hammar, citizen of the City, requested information regarding the area covered by the project. Director of Parks and Recreation Wendell spoke to the item funding architectural services for a consultant to design the hike and bike trail in the Dart easement from the George Bush Station up to Haggard Park and ending at the Parker Road Station. He spoke to a state grant that would cover sixty percent of the cost of the trail with the City funding the remaining forty percent. City Manager Muehlenbeck responded to Ms. Hammar, advising that care would be taken to avoid negative effects on City-owned property east of the Parker Road Station.

Upon a motion made by Council Member Stahel and seconded by Mayor Pro Tem Johnson, the Council voted 7-0 to approve and authorize a contract with Jones & Boyd, Inc. to provide Landscape Architectural Services to prepare construction documents for the Plano Transit Village Veloweb in an amount not to exceed \$203,000, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract.

Resolution No. 2006-3-17(R): To approve the terms and conditions of a Second Modification to a Wrecker Service Contract by and between the City of Plano, Texas and Signature Towing, Inc.; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (L)]

Resolution No. 2006-3-17(R) (cont'd)

Sonja Hammar, citizen of the City, requested information regarding where vehicles are stored after towing. Chief Purchasing Officer Ryan spoke to the main storage lot for Signature Towing, Inc. being located on Municipal Drive, south of 14th Street. City Attorney Wetherbee spoke to the amendment being a result of legislation addressing the City's responsibility with regard to vehicles placed on investigative hold by the police department. City Manager Muehlenbeck advised that he would provide information regarding the maintenance of citizens' vehicles when they are towed.

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 7-0 to approve the terms and conditions of a Second Modification to a Wrecker Service Contract by and between the City of Plano, Texas and Signature Towing, Inc.; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2006-3-17(R).

The Council resumed discussion of the Preliminary Agenda at this time.

Discussion and Direction Regarding Offsite Temporary Signs on Resident's Property

Mayor Evans spoke to previous consideration of garage sale signs wherein residents could request their neighbors who lived at intersections post a temporary directional sign in their yard. She spoke to consideration of similar signage for open houses only.

Craig Perry, representing the Collin County Association of Realtors, spoke to imposing time restrictions and responded to Council Member Ellerbe that there may be as many as one hundred open houses in the City on any given weekend. City Attorney Wetherbee spoke to the temporary sign referendum being limited to signs in public rights-of-way and stated that any attempt to alter those restrictions would require a major procedural step and an election. Mr. Perry responded to the Council that some cities are more restrictive regarding signage.

Deputy Mayor Pro Tem Magnuson spoke to there being many uses for temporary signs and Ms. Wetherbee spoke to the difficulty in enforcement if criteria were narrowly defined and to setting neutral parameters such as size, duration or number of signs. Mayor Evans spoke to including language addressing a timeframe and Council Member Callison spoke to possibly twelve hours on the day of the event. The Council discussed allowing a specific number of signs per year and City Manager Muehlenbeck spoke to the difficulty of enforcing this if no permits were required.

City Attorney Wetherbee responded to the Council stating that homeowners' association restrictions would supersede the City's ordinance if they were more restrictive regarding signage. The Council stated consensus to request the City Attorney bring forward several versions for Council consideration.

Council Member LaRosiliere spoke to it being unlikely that citizens would want constant commercial signage in their yards and Mayor Evans spoke to focusing on open house directional signs. Deputy Mayor Pro Tem Magnuson spoke to regulations being general in nature and to having the opportunity for adjustment or repeal. Council Member Ellerbe spoke to respecting the spirit of the referendum and to keeping the focus on one type of sign. Council Member LaRosiliere spoke to the sign ordinance being related to public property and rights-of-way.

Chief Building Official Mata spoke to the possibility of open house signs opening the door to other commercial messages and Mayor Evans spoke to the focus being on neighbors helping neighbors sell their homes. Council Member Callison spoke to implementing revisions for three to six months then revisiting the issue and Council Member LaRosiliere stated concurrence to limit it to open houses. City Attorney Wetherbee advised she would bring back versions for Council consideration.

Discussion Regarding the Financial Forecast

Director of Budget and Research Rhodes spoke to revisions in the presentation of the report and summary including a three-year financial forecast to provide more reliable projections, fund deficits assumed to be rectified in the year projected and expanded economic analysis, graphics, charts and tables to aid in understanding the financial section.

Ms. Rhodes spoke regarding the General Fund Summary and its conservative projections including a 1.5% increase in existing property values, maintaining a 45.35 cents per \$100 assessed property value, and sales tax projections. She spoke to the City having one of the lowest tax rates when calculating the homestead exemption and to the decline in building and development revenues. Ms. Rhodes spoke regarding expenditure assumptions which include salary increases of 3%, attrition at a rate of 5% for the General Fund and 1% for other funds, an increase of 10% for health insurance due to reserve requirements, \$1.5 million to offset the cost of retiree payouts, an O&M expenditure increase of 2.5%, a capital outlay of \$800,000 for library books and transfer to the Capital Reserve Fund based on the Council policy of 75% of depreciation. She further advised that Community Investment Projects would be absorbed within the existing tax rate and that 92 new full-time positions for 2006-07 (48 related to Public Safety) are not included in the forecast nor are increases related to mandates, growth or increased services.

Ms. Rhodes reviewed the Water & Sewer Summary and spoke regarding the weather's impact and increases projected by the North Texas Municipal Water District. She advised that consideration of the Winter Quarter Averaging Program will be brought to the Council and to the reserve fund helping to offset rate increases that would have taken place. Ms. Rhodes spoke regarding Environmental Waste Services and increased disposal costs. City Manager Muehlenbeck spoke to debris coming off construction projects done in other cities. Ms. Rhodes reviewed upcoming dates on the budget calendar.

FEMA Reimbursement Funding Report

Executive Director Glasscock spoke to the cooperative working relationship with regional FEMA personnel and advised the Council that since September 2005 the City has had expenditures supporting Katrina Hurricane evacuees of approximately \$5.3 million which were unanticipated and unbudgeted and that there has been a draw down on the General Fund. He spoke to the City receiving \$3.7 million in reimbursement, paying rent and utilities on 600+ apartments, and continuing its exit strategy of ending leases effective March 31, 2006. Mr. Glasscock spoke to advisement from FEMA to extend leases into April for those who have not been notified of their eligibility status.

Mr. Glasscock spoke to the average 60 day reimbursement process which includes submittal of worksheets to FEMA with approved funds being sent to the state who then releases them to the City. He stated that the City has authorized an additional 1% to cover administrative costs and spoke to the Texas Department of Public Safety Division of Emergency Management policy to hold 25% of funds pending a final audit as well as a 1% administrative fee. Mr. Glasscock stated that it could be “years” before the City receives the final audit, that the City continues to lose interest on earned revenue and that FEMA will not process March 2006 expenses until a final audit is complete.

Mr. Glasscock advised that while FEMA policy recognizes overtime and new hires, they do not recognize regular hours nor acknowledge that normal responsibilities are not being met or are being delayed. He stated that as of March 16 the City estimates this cost to be \$259,850. Mr. Glasscock spoke to 20-25% of evacuees not being eligible for continued federal assistance and that there is no plan to address this population and that FEMA does not acknowledge the time limits, legal obligations or commitments made to landlords who stepped up to provide assistance. Mr. Glasscock responded to the Council that there has been a mixed reaction from evacuees when asked if they intend to stay in the area or return to New Orleans.

City Manager Muehlenbeck thanked Mr. Glasscock for his efforts and the Council for their response. He stated disappointment that the state has not recognized the City’s need for reimbursement in order to balance its budget. Mr. Glasscock spoke to a group of cities formed to look at the issues and to pursuing answers regarding the delay in initiating an audit.

Council Items for Discussion/Action on Future Agendas

No items were brought forward.

Council Reports

No reports were given

There being no further discussion, Mayor Evans adjourned the meeting at 9:25 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	4/10/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing Division		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Diane Palmer</i>		City Manager		
Agenda Coordinator (include phone #):			January Cook X7376		

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

Award/Rejection of Bid/Proposal for Bid No. 2006-96-B for the Purchase of Two (2) Walk-Behind Pavement Breakers from Sunbelt Rentals in the amount of \$29,880.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	147,000	0	147,000
Encumbered/Expended Amount	0	-90,659	0	-90,659
This Item	0	-29,880	0	-29,880
BALANCE	0	26,461	0	26,461

FUND(S): EQUIPMENT REPLACEMENT FUND

COMMENTS: Funds are included in the FY 2005-06 adopted budget for the replacement purchase of (2) walk-behind pavement breakers. The balance of funds will be used for other equipment replacement purchases.

STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Staff recommends bid of Sunbelt Rentals in the amount of \$29,880 be accepted as the lowest responsive responsible bid meeting specifications for the purchase of two (2) walk-behind pavement breakers. These units are approved scheduled replacements in the FY 05-06 Equipment Replacement Fund.

List of Supporting Documents:
Bid Recap

Other Departments, Boards, Commissions or Agencies

b-1

CITY OF PLANO

Bid No. 2006-96-B

Purchase of Two (2) Walk-Behind Pavement Breakers

Bid Recap

Bid opening Date/Time:	3/7/06 @ 3:00 PM
Number of Vendors Notified:	514
Vendors Submitting "NO BIDS":	6
Vendors Non-Responsive to Specification:	Nations Rent SunWest Sales Company

Responsive Bidders

Sunbelt Rentals	\$29,880.00
------------------------	--------------------

January M. Cook

March 29, 2006

January M. Cook, CPPB
Senior Buyer
Purchasing Division

Date

B-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	04/10/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Upchurch	Executive Director	<i>[Signature]</i>	<i>3/30/06</i>
Dept Signature:	<i>Alan Upchurch</i>	City Manager	<i>[Signature]</i>	<i>3/30/06</i>
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5519	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid for Bid No. 2006-103-B for Oak Grove and Miscellaneous Drainage Improvements to Jim Bowman Construction Company, L.P. in the amount of \$146,913.60.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget		1,947	207,053	0
Encumbered/Expended Amount		-1,947	-4,637	0
This Item		0	-146,914	0
BALANCE		0	55,502	0
FUND(S): MUNICIPAL DRAINAGE CIP				
COMMENTS: Funds are included in the 2005-06 Municipal Drainage Community Investment Program. This item, in the amount of \$146,914, will leave a current year balance of \$55,502 for the Oak Grove Drainage project. STRATEGIC PLAN GOAL: Drainage improvements relate to the City's Goal of Livable Neighborhoods and Urban Centers.				
SUMMARY OF ITEM				
Staff recommends the bid of Jim Bowman Construction Company, L.P., in the amount of \$146,913.60 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents. The second vendor being recommended is Barson Utilities, Inc. with a bid in the amount of \$186,576.50. Engineers' estimate was \$171,000.00. The project consists of construction of miscellaneous drainage improvements at four locations to eliminate major erosion and flooding problems. The four locations include Oak Grove Drive near Oak Vista Drive, the alley south of Winona Drive, the alley west of Maverick Drive, and Spanish Trail at Mantissa Drive.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary		N/A		
Location Map				

C-1

**BID SUMMARY
FOR
CITY OF PLANO, TEXAS**

**OAK GROVE AND MISCELLANEOUS
DRAINAGE IMPROVEMENTS**

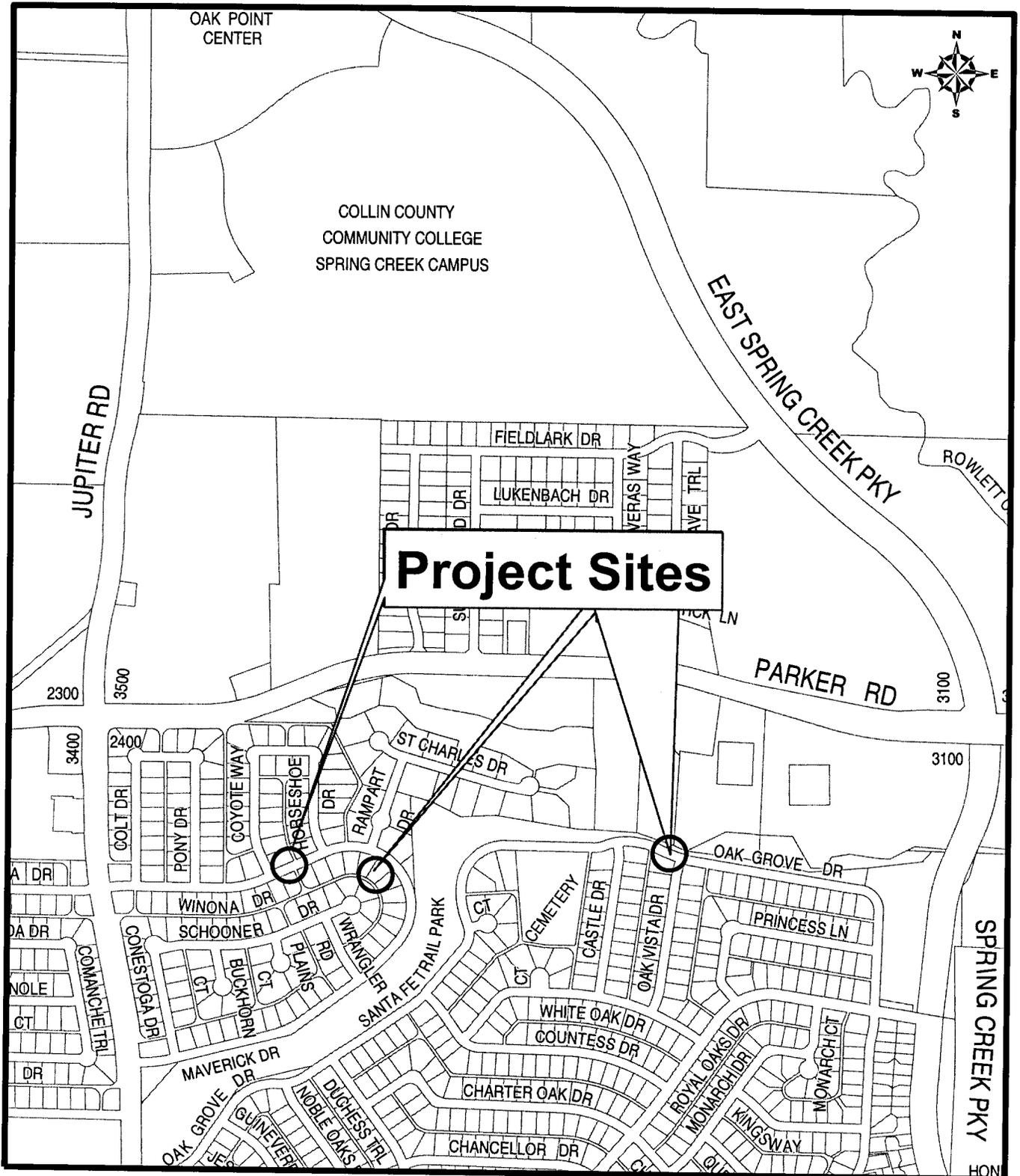
**PROJECT NO. 5519
3:00 P.M., FRIDAY, MARCH 17, 2006**

ENGINEER'S COST ESTIMATE = \$171,000

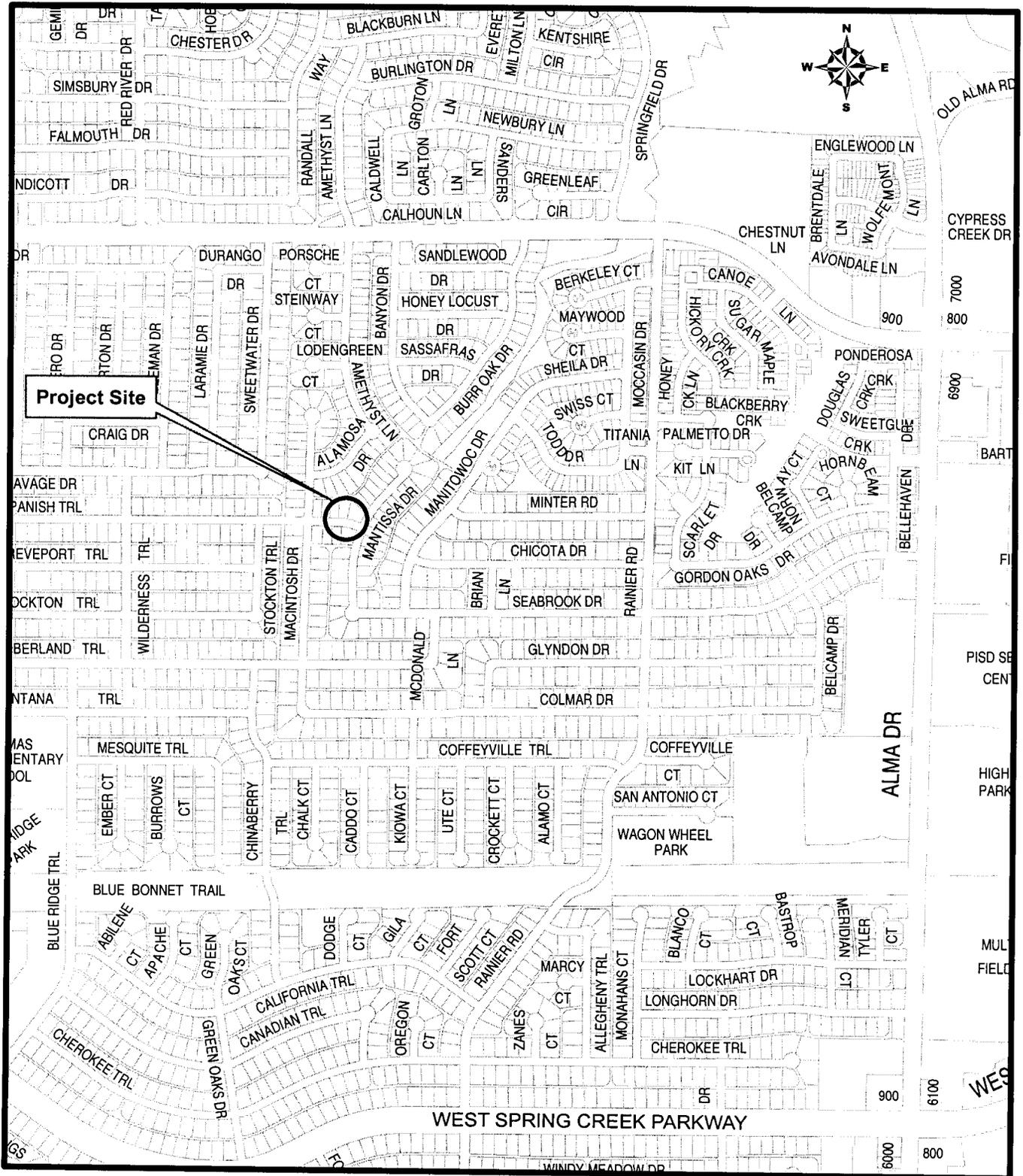
	<u>BIDDER</u>	<u>AMOUNT</u>
1	JIM BOWMAN CONSTRUCTION CO., L.P.	\$146,913.60
2	BARSON UTILITIES, INC.	\$186,576.50
3	J.T. DERSNER, INC.	\$188,165.00
4	GEOTECHNICAL ENVIRONMENTAL SYSTEMS	\$239,429.00
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C-2

Oak Grove and Miscellaneous Drainage Improvements Project No. 5519



Oak Grove and Miscellaneous Drainage Improvements Project No. 5519



C-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	04/10/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Upchurch	Executive Director	<i>[Signature]</i>	4/3/06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/10/06
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5520	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<p>Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal of the Primary Vendor and an Alternate Vendor for the installation of approximately 155 lineal feet of 24-inch RCCP & 1,435 lineal feet of 18-inch RCCP water line along Stewart Avenue. (Bid No. 2006-104-B).</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget		21,995	470,305	400,000
Encumbered/Expended Amount		-21,995	-10,505	0
This Item		0	-459,800	0
BALANCE		0	0	400,000
FUND(S): WATER CIP				
COMMENTS: Funds are included in the Re-Estimated 2005-06 Water CIP. This item, in the amount of \$459,800, will utilize the full current year balance for the Stewart Main - Capital to Plano Parkway project. STRATEGIC PLAN GOAL: Construction of water lines relates to the City's Goals of Safe, Livable Neighborhoods.				
SUMMARY OF ITEM				
<p>Staff recommends the bid of Jim Bowman Construction Co., L.P. in the amount of \$459,799.90 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>The second vendor being recommended is John Burns Construction Company of Texas, Inc. in the amount of \$530,422.00.</p> <p>The Engineer's estimate was \$475,000.00.</p> <p>This project consists of the installation of 24-inch & 18-inch water line along Stewart Avenue from Plano Parkway to the City's water tank to the north, removal & disposal of existing concrete paving, installation of reinforced concrete pavement at tank site and along Stewart Avenue, and installation of hydro mulch seeding & sodding.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary		N/A		
Location Map				

d-1

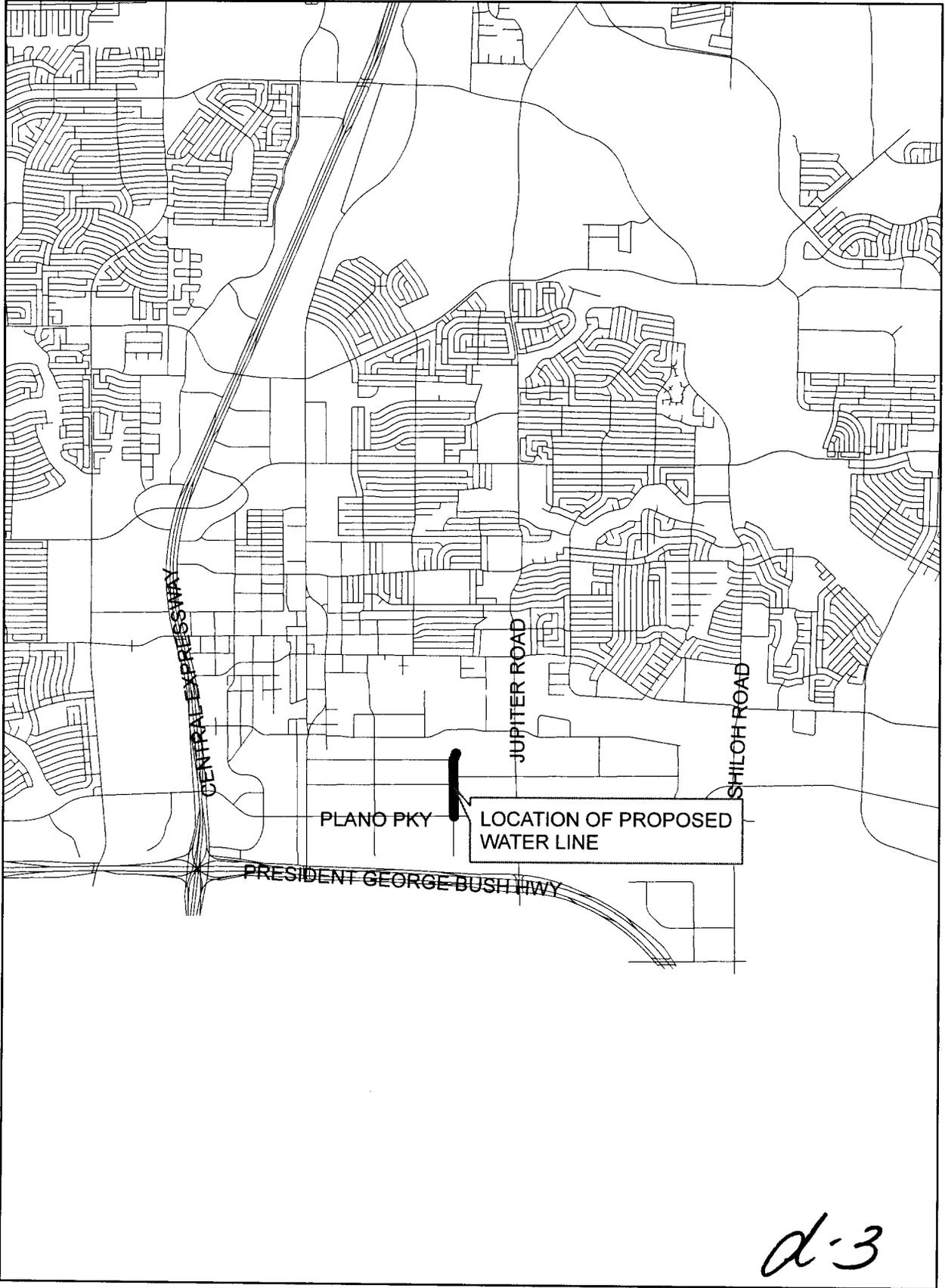
CITY OF PLANO, TEXAS
Stewart Avenue Water Line

BID SUMMARY

Bids Received @ 3:30 p.m., Friday, March 24, 2006

<u>Contractor</u>	<u>Total Amount Bid</u>
1. Jim Bowman Construction Co 1111 Summit Avenue, Ste 1 Plano, Texas 75074	<u>\$ 459,799.90</u>
2. John Burns Construction Co. 655 E. Main Street Lewisville, Texas 75067	<u>\$ 530,422.00</u>
3. Dickerson Construction Co P.O. Box 181 Celina, Texas 75009	<u>\$ 693,417.00</u>
4. Gin-Spen, Inc. 780 W. Kennedale Parkway Kennedale, Texas 76060	<u>\$ 798,134.30</u>

d-2



d-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 4/10/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing Division			Initials	Date
Department Head	Mike Ryan			Executive Director	
Dept Signature:	<i>[Signature]</i>			City Manager	<i>[Signature]</i>
Agenda Coordinator (include phone #): January Cook X7376					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No. 2006-98-B for the Purchase of Five (5) 12 to 14 Yard Dump Trucks from Dallas Freightliner in the amount of \$333,850.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	519,000	0	519,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-333,850	0	-333,850
BALANCE		0	185,150	0	185,150
FUND(S): EQUIPMENT REPLACEMENT FUND					
COMMENTS: Funds are included in the FY 2005-06 adopted budget for the replacement purchase of (2) Dump Trucks for Utility District #2, and (3) Dump Trucks for the Streets Department. The balance of funds will be used for other equipment replacement purchases.					
STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends bid of Dallas Freightliner in the amount of \$333,850 be accepted as the lowest responsive responsible bid meeting specifications for the purchase of five (5) 12 to 14 yard dump trucks. These units are approved scheduled replacements for unit #30405, unit #38010, unit #55085, unit #30404, and unit #30401 funded by Streets Department (742) and Utility District #2 (763).					
Additionally, staff recommends bid of Santex Truck Center in the amount of \$334,475 be accepted as the alternate bid.					
List of Supporting Documents: Bid Recap			Other Departments, Boards, Commissions or Agencies		

CITY OF PLANO

Bid No. 2006-98-B

Purchase of Five (5) 12 to 14 Yard Dump Trucks

Bid Recap

Bid opening Date/Time:	3/9/06 @ 3:00 PM
Number of Vendors Notified:	667
Vendors Submitting "NO BIDS":	3
Vendors Non-Responsive to Specification:	None

Responsive Bidders

Dallas Freightliner	\$333,850.00
Santex Truck Center	\$334,475.00
Metro Ford Truck Sales, Inc.	\$337,180.00
Grande Truck Center	\$342,250.00
Masters International Trucks, Inc.	\$346,475.00
Southwest International Trucks Inc.	\$347,280.00

January M. Cook

March 23, 2006

January M. Cook, CPPB
Senior Buyer
Purchasing Division

Date

e-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	4/10/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Mike Ryan</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		Dianna Wike Ext. 7549			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No 2006-101-C for Custodial Supplies to Grainger Industrial Supply, Eagle Brush & Chemical, Inc., Empire Paper Co., and Corporate Express, Inc., in the total estimated annual amount of \$31,691.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06, 06/07, 07/08	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): WAREHOUSE					
COMMENTS: . This item approves price quotes for a one year contract with two optional renewals. Funding for this item is included in the FY 2005/06 budget. The estimated annual amount is \$31, 691. STRATEGIC PLAN GOAL: "..Custodial Supplies relates to the City's Goal of "Service Excellence."					
SUMMARY OF ITEM					
Annual Contract With Renewals					
Staff recommends bid of Grainger Industrial Supply, Items 1, 10, and 23 in the estimated annual amount of \$5,881.80, Eagle Brush & Chemical, Inc., Items 2, 3, 4, 7, 11, 12, 14, 16, 18, 20, 21, 24, and 30, in the estimated annual amount of 3,694.33.15, Empire Paper Co., Items 5, 6, 8, 9, 13, 15, 22, 25, and 28 in the estimated annual amount of \$19,164.55 and Corporate Express, Inc., Items 17, 19, 26, 27, and 29. in the estimated annual amount of \$2,950.32 be accepted as lowest responsive, responsible bids, conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract with two optional one-year renewals in the total estimated annual amount of \$31,691.00 The contract will be for the purchase of Custodial Supplies.					
List of Supporting Documents: Bid Summary		Other Departments, Boards, Commissions or Agencies			

J-1

CITY OF PLANO
Bid No. 2006-101-C
Custodial Supplies (2)

Bid Recap

Bid opening Date/Time: 3/16/2006 @ 3:00
Number of Vendors Notified: 700

Vendors Submitting "NO BIDS": 12

Vendors Non-Responsive to Specifications: None

Responsive Bidders	Items 1, 10, 23	Items 2-4, 7, 11, 12, 14, 16, 18, 20, 21, 24, 30	Items 5, 6, 8, 9, 13, 15, 22, 25, 28	Items 17, 19, 26, 27, 29
Granger Industrial Supply	\$5,881.80	\$1,212.00*	\$ 0.00*	\$ 22.68*
Eagle Brush & Chemical Co.	\$8,612.10	\$3,694.33	\$23,995.05*	\$ 475.54*
Empire Paper Co.	\$6,189.60*	\$4,158.62*	\$19,164.55	\$3,045.54
Corporate Express, Inc.	\$ 974.70*	\$4,612.73*	\$20,486.15*	\$2,950.32
Pyramid School Products	\$6,627.30	\$1,966.18*	\$ 2,826.35*	\$ 516.75*
KC Electrical & Industrial	\$ 907.20*	\$5,052.54*	\$ 1,714.90*	\$6,773.45*
Clean Care Inc.	\$8,733.90	\$4,817.90*	\$17,168.75*	\$3,808.35

2-8

13

Responsive Bidders Continued	Items 1, 10, 23	Items 2-4, 7, 11, 12, 14, 16, 18, 20, 21, 24, 30	Items 5, 6, 8, 9, 13, 15, 22 25, 28	Items 17, 19, 26 27, 29
Interline Brands Inc.	\$ 291.60*	\$ 5,328.23*	\$ 7,930.95*	\$5,006.06
Olmstead Kirk Equipment Supply	\$ 4,399.50*	\$17,104.70	\$265,095.45	\$3,291.60
United Distributors	\$35,426.40	\$23,761.54	\$296,895.05	\$5,891.89
Inland Technology	\$ 0.00*	\$ 0.00*	\$ 275.25*	\$ 0.00
NHR Corporation	\$ 850.80*	\$ 4,120.95*	\$ 3,759.25*	\$ 0.00

* Denotes not all items were bid.
NOTE: All bids were partial.

Dianna Mike

03/27/2006

Dianna C. Wike, C.P.M.
Buyer
Purchasing Division

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	4/10/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #):		Sharron Mason (x7247)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid/Proposal for Bid No. 2006-41-C and Conditional Acceptance of the Lowest Responsible Bid/Proposal for Administration of Summer Arts Program to ArtCentre of Plano in the amount of \$57,000.00.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	57,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	57,000	0
BALANCE		0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Funding for this item is included in the approved FY 2005-06 Operating Budget. STRATEGIC PLAN GOAL: This service agreement relates to the City's Goal of "Premier City for Families".				
SUMMARY OF ITEM				
The Cultrual Affairs Commission and the Creative Arts Staff recommends that the RFP for Administration of Summer Arts Program be awarded to ArtCentre of Plano in the amount of \$57,000.00 upon timely execution of any necessary contract documents. It has been determined that ArtCentre of Plano is the best vendor for this project.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Recap, Recommendation Memo				

g-1

Memorandum

Date: 03/20/06
To: Sharron Mason, Purchasing Agent
From: Jim Wear, Creative Arts Manager
Subject: Selection of Vendor for Summer Arts Workshops

The Cultural Affairs Commission and the Creative Arts Staff received two qualified proposals for the Summer Arts Workshops for 2006. As you are aware, one of the vendors, Plano Children's Theatre, chose to withdraw their proposal. A copy of their withdrawal notice is attached.

The remaining proposal, from the ArtCentre of Plano, was reviewed by staff and discussed by the Cultural Affairs Commission. It is the unanimous recommendation of the Commissioners and of staff that the ArtCentre of Plano be awarded the contract for the Summer Arts Workshops for Summer 2006 in the amount of \$57,000.00.

Please proceed with generation of a contract and an agenda item for Council approval.

g-2

**CITY OF PLANO
BID NO. 2006-41-C
RFP-ADMINISTRATION OF SUMMER ARTS PROGRAM**

BID RECAP

Bid opening Date/Time: 12/12/05 @ 4:00 P.M.

of vendors notified: 544

Vendors Submitting "No Bids"

None

Responsive Proposer:

Proposer:

ArtCentre of Plano

Withdrawn Proposal:

Plano Children's Theatre withdrew their bid on February 2, 2006 @ 4:12 pm (CST)

Sharron Mason

Sharron Mason, Buyer

February 8, 2006

Revised Date

9-3

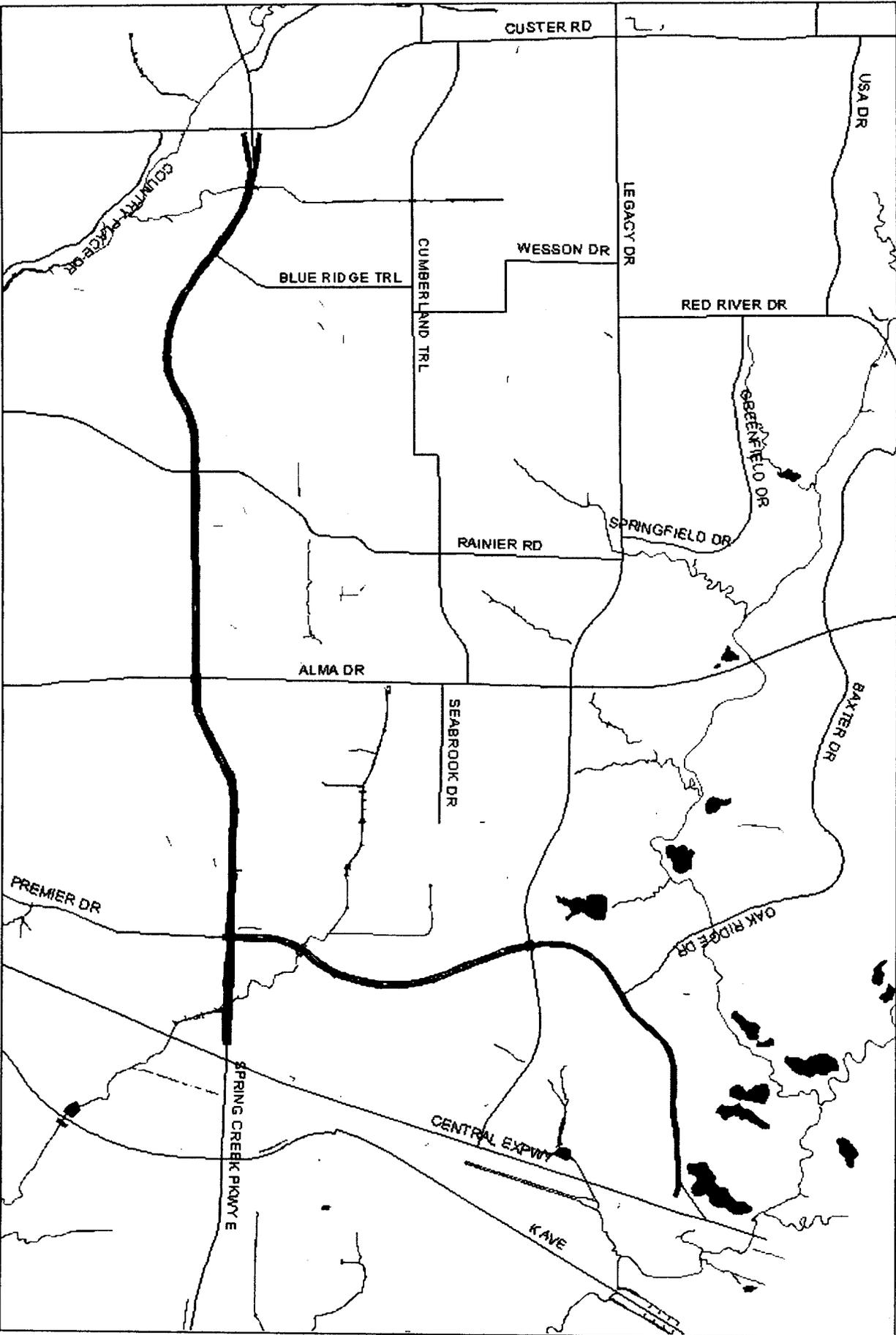


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	4/10/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Works Administration / Michael Rapplean		Initials	Date
Department Head	Jimmy Foster	Executive Director	<i>[Signature]</i>	4-3-06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): Margie Stephens (X4104)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
<i>Award, Rejection of Bids/Proposals, Bid No. 2006-107- B, 2005-06 Concrete Rehabilitation Project, Spring Creek Parkway & Chase Oaks Blvd to Jim Bowman Construction Company, L. P. in the amount of \$793,685.00</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget		1,936,594	4,029,406	1,800,000
Encumbered/Expended Amount		-1,936,594	-2,125,934	0
This Item		0	-793,685	0
BALANCE		0	1,109,787	1,800,000
FUND(S): CAPITAL RESERVE CIP FOR ARTERIAL CONCRETE. (35-51131)				
COMMENTS: Funds are included in the 2005-06 Capital Reserve Fund. This item, in the amount of \$793,685, will leave a current year balance of \$1,109,787 for the Arterial Concrete Replacement project.				
STRATEGIC PLAN GOAL: Arterial concrete replacement relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
Staff recommends the bid of Jim Bowman Construction Company, L.P. in the amount of \$793,685.00, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.				
This project involves the replacement of arterial street paving on Spring Creek Parkway between Custer Road and Central Expressway and on Chase Oaks Blvd. between Spring Creek Parkway and Central Expressway.				
The secondary vendor being recommended is Jerusalem Corporation in the amount of \$811,170.00.				
Engineer's estimate for this project is \$950,000.00.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Tabulation Location Map				

A-1

LOCATION MAP
2005-2006 ARTERIAL CONCRETE PAVEMENT REHABILITATION PROJECT
SPRING CREEK PKWY - CUSTER RD. TO CENTRAL EXPRESSWAY
CHASE OAKS BLVD. - SPRING CREEK PKWY TO CENTRAL EXPRESSWAY



h-2

CITY OF PLANO
BID TABULATION
2006-107-B

**2005-06 CONCRETE REHAB – SPRING CREEK PARKWAY & CHASE OAKS
BOULEVARD – PROJECT NO. 5698**

March 23, 2006 @ 3:00 P.M.
BID TABULATION

BIDDER:	BID BOND	TOTAL CONTRACT BID
JIM BOWMAN CONSTRUCTION CO., LP	YES	\$ 793,685.00
JERUSALEM CORPORATION	YES	\$ 811,170.00
MCPMAHON CONTRACTING, L.P.	YES	\$ 869,030.00
SANTOS CONSTRUCTION INC.	YES	\$ 924,650.00
ED BELL CONSTRUCTION COMPANY	YES	\$1,229,000.00

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

Dianna Wike
Dianna Wike, Buyer

March 23, 2006
Date

“BID TABULATION STATEMENT”

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE. THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION
CITY OF PLANO TEXAS

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 4/10/06		Reviewed by Legal <i>[Signature]</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Equipment Services			Initials	Date
Department Head:	Karl Henry	Jim Foster	Executive Director	<i>[Signature]</i>	3-30-06
Dept Signature:	<i>[Signature]</i>	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #):		Linda M. Robinson x 4180			
ACTION REQUESTED:					
<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					

CAPTION

Purchase from Existing contract/Agreement to authorize the purchase of two (2) Toro Groundsmaster 4500-D Mowers in the amount of \$86,404.88 from Professional Turf Products through the Texas Association of School Buyboard Purchasing Program and authorizing the City Manager or his designee to execute all documents necessary. (225-05)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	98,000		98,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-86,405	0	-86,405
BALANCE	0	11,595	0	11,595

FUND(S): EQUIPMENT REPLACEMENT FUND & GENERAL FUND

COMMENTS: Included in the FY 2005-06 Equipment Replacement budget is \$70,000 for the replacement purchase of (2) Toro Turf Mowers. In addition, \$28,000 is included in the FY 2005-06 Athletic Field Maintenance budget for enhancements to these replacement mowers. The balance of funds will be used for other Athletic Field Maintenance expenses.

STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services recommends the purchase of two Toro Groundsmaster 4500-D Mowers from Professional Turf Products through its contract with the Texas Association of School Buyboard Purchasing Program. These are scheduled replacements for fiscal year 05/06 for units #98228 and #98229 for Dept. 637/Athletic Field Maint; Supplement: 00071001; Account: 071-8421.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items (Buyboard 225-05).

Total amount for both units including delivery charges and set-up fee is \$86,404.88.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo, Agenda, Quote Sheet	

i-1



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	4/10/06	Reviewed by Legal <i>SW</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Equipment Services	Initials	Date		
Department Head:	Karl Henry Jim Foster	Executive Director	<i>SW</i> 3-30-06		
Dept Signature:	<i>Karl Henry</i> <i>B. Foster</i>	City Manager	<i>SW</i> <i>3/30/06</i>		
Agenda Coordinator (include phone #):	Linda M. Robinson x 4180				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					
CAPTION					
Purchase from Existing contract/Agreement to authorize the purchase of two (2) Toro Groundsmaster 4500-D Mowers in the amount of \$86,404.88 from Professional Turf Products through the Texas Association of School Buyboard Purchasing Program and authorizing the City Manager or his designee to execute all documents necessary. (225-05)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	98,000		98,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-86,405	0	-86,405
BALANCE		0	11,595	0	11,595
FUND(s): EQUIPMENT REPLACEMENT FUND & GENERAL FUND					
COMMENTS: Included in the FY 2005-06 Equipment Replacement budget is \$70,000 for the replacement purchase of (2) Toro Turf Mowers. In addition, \$28,000 is included in the FY 2005-06 Athletic Field Maintenance budget for enhancements to these replacement mowers. The balance of funds will be used for other Athletic Field Maintenance expenses.					
STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".					
SUMMARY OF ITEM					
Equipment Services recommends the purchase of two Toro Groundsmaster 4500-D Mowers from Professional Turf Products through its contract with the Texas Association of School Buyboard Purchasing Program. These are scheduled replacements for fiscal year 05/06 for units #98228 and #98229 for Dept. 637/Athletic Field Maint; Supplement: 00071001; Account: 071-8421.					
The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items (Buyboard 225-05).					
Total amount for both units including delivery charges and set-up fee is \$86,404.88.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memo, Agenda, Quote Sheet					

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TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

End User: City of Plano	Date Prepared: 3/20/2006
-------------------------	--------------------------

Product Description: Toro Groundmaster 4500-D

A: Base Price in Buyboard Bid/Proposal Number: 225-05	\$ 41,878.18
---	--------------

B: Published Options:			
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
Subtotal Column 1	\$ -	Subtotal Column 2	\$ -
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")			\$ -

C: Unpublished Options:			
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
30398 Milsco Seat	\$ 289.15		
30312 Mechanical Seat Suspension	\$ 309.17		
30359 Universal Mount Sunshade	\$ 450.94		
Subtotal Column 1	\$ 1,049.26	Subtotal Column 2	\$ -
Unpublished Options added to Base Price(Subtotal of "Col 1" & "Col 2")			\$ 1,049.26

The total cost of Unpublished Options as a percentage of the Base Price plus Published Options cannot exceed 25%. For this transaction the percentage is:	2.50%
---	-------

D: Unit Cost :	\$ 42,927.44
E: Quantity Ordered:	\$ 2.00
F: Subtotal:	\$ 85,854.88
G: Delivery & Set Up:	\$ 550.00
H: Total Purchase Price:	\$ 86,404.88

Professional Turf Products
 PO Box 613189
 DFW Airport, TX 75261

Dan Adams
 972-453-0190

BUYBOARD BID.xls

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CITY OF PLANO

03/27/06

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P.O. Number 903658 OR
 Cost Center 071

Supplier PROFESSIONAL TURF PRODUCTS
 ATTN: CINDY HEISS
 P O BOX 613189
 DFW AIRPORT TX 75261

Ship To CITY OF PLANO
 FLEET & EQUIPMENT SERVICES DIVISION
 4200 W PLANO PARKWAY
 PLANO TX 75093

Ordered 03/27/06 Freight
 Requested 03/27/06 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
TORO GROUNDMASTER MOWERS MODEL 4500-D BUYBOARD COOP CONTRACT 225-05 AWARDED TO PROFESSIONAL TURF PRODUCTS. TWO (2) TORO GROUNDMASTER 4500-D MOWERS. NOTE: THESE UNITS ARE SCHEDULED REPLACEMENTS FOR UNIT 98228 AND 98229 FOR DEPT. 637/ ATHLETIC FIELD MAINT. PER FY05/06. SUPPLEMENT NO. 00071001. ACCOUNT NO. 071.8421. DEPT. WILL ALSO TRANSFER \$16,000.00 FROM ERF TO PAY FOR UPGRADE TO LARGER UNIT DUE TO DEPARTMENTAL CHANGE OF NEEDS. BUDGET AMOUNT \$70,000.00. TOTAL FOR ORDER \$86,404.88. REQUISITION REQUESTED BY REID CHOATE.	2	EA	41,878.1800	83,756.36	03/27/06
DELIVERY & SET UP FEE		EA	.0000	550.00	03/27/06
MILSCO SEAT 30398 UNPUBLISHED OPTION	2	EA	289.1500	578.30	03/27/06
MECHANICAL SEAT SUSP. 30312 UNPUBLISHED OPTION	2	EA	309.1700	618.34	03/27/06
UNIVERSAL MOUNT SUNSHADE 30359 UNPUBLISHED OPTION	2	EA	450.0940	900.19	03/27/06

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CITY OF PLANO

03/27/06

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P.O. Number

Description

Ordered

UOM

Unit Price

Extended Price

Request
Date

Total Order

TermNet 30 Days

86,403.19

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MEMORANDUM

DATE: March 28, 2006

TO: January Cook, Senior Buyer

FROM: Reid Choate, Technical Coordinator

SUBJECT: Request to purchase two (2) Toro Groundsmaster 4500-D Mowers through the Texas Association of School Board Cooperative Purchasing Buyboard Contract 225-05 awarded to Professional Turf Products.

Base Price each:	\$41,878.18 x 2 =	\$83,756.36
Unpublished options:	\$ 1,049.26 x 2 =	\$ 2,098.52
Delivery/Set-Up Fee:		<u>\$ 550.00</u>
Total Price		\$86,404.88

BUDGETED AMOUNT: **\$70,000.00**

NOTE: These units are scheduled replacements for 98228 and 98229 for Department 637/Athletic Field Maint per fiscal year 05/06. Supplement-00071001; Account-071-8421 which also Department will transfer \$16,000.00 from ERF to pay for upgrade to larger unit due to Departmental change of needs.

Please reference Purchase Order Requisition No: 903658.

Please feel free to call me if you have any questions at extension 4182.

Cc: Karl Henry
Jimmy Foster
Kevin Murray
Ed Voss
Diane Palmer
Stephen Teiper

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	04/10/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering Department	Initials	Date	
Department Head	Upchurch	Executive Director	<i>[Signature]</i> 4/13/06	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 4/13/06	
Agenda Coordinator (include phone #):	Irene Pegues (7198) <i>[Signature]</i>	Project No. 5481		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER - EXISTING CONTRACT				
CAPTION				
Purchase from Existing Contract to authorize the purchase of material testing services for Shiloh Road – Royal Oaks Drive to Parker Road in the amount of \$34,998.00 from Mactec Engineering & Consulting through a City of Plano contract, and authorizing the City Manager or his designee to execute all necessary documents. (D021-05)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget		139,468	2,279,490	0
Encumbered/Expended Amount		-139,468	-2,268,052	0
This Item		0	-11,438	0
BALANCE		0	0	0
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the Re-Estimated 2005-06 Street Improvement CIP for the Shiloh Road – Royal Oaks to Parker project. This item (increases the purchases to exceed the original contract by \$25,000), in the amount of \$11,438, will utilize the full current year balance for the Shiloh Road – Royal Oaks to Parker project.				
STRATEGIC PLAN GOAL: Additional materials testing relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
Additional materials testing services in the amount of \$11,438 are required to complete this project.				
The original expenditure was \$23,560.00. The Engineering Department is seeking City Council approval of this increased expenditure because it now exceeds \$25,000.00. The revised expenditure amount is \$34,998.00.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
		N/A		

J-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	04/10/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering Department		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	4/3/06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/10/06
Agenda Coordinator (include phone #):	Irene Pegues (7198) <i>[Signature]</i>		Project No. 5526	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER - EXISTING CONTRACT				
CAPTION				
Purchase from Existing Contract to authorize the purchase of material testing services for the Tom Muehlenbeck Center in the amount of \$111,727 from GME Consulting Services, Inc. through a City of Plano contract, and authorizing the City Manager or his designee to execute all necessary documents. (Contract Number 2005-265-D)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget		1,313,416	14,645,584	7,000,000
Encumbered/Expended Amount		-1,313,416	-19,837,802	0
This Item		0	-111,727	0
BALANCE		0	-5,303,945	7,000,000
FUND(s): WATER CIP				
COMMENTS: Funds are included in the Re-Estimated 2005-06 Recreation Center CIP. This item, in the amount of \$111,727, will utilize the current year balance for the Tom Muehlenbeck Center. The remainder will be encumbered and carried over into cash allocations for next fiscal year.				
STRATEGIC PLAN GOAL: Material testing for recreation centers relates to the City's Goal of "Premier City for Families."				
SUMMARY OF ITEM				
Staff recommends approval of this expenditure for construction materials testing, in the amount of \$111,727. GME Consulting Services, Inc. is one of the six contracted vendors for this service during 2005-06 (2005-265-D).				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	04/10/06	Reviewed by Legal <i>MS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Technology Services		Initials	Date	
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	4.3.06	
Dept Signature:	<i>David Stephens</i>	City Manager	<i>[Signature]</i>	4/3/06	
Agenda Coordinator (include phone #):		Lisa Prunty, ext 7342			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT					
CAPTION					
Purchase from existing Contract/Agreement to authorize the purchase of network servers in the amount not to exceed \$700,000 from IBM Direct and Hewlett Packard through the Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (IBM Direct DIR-SDD-190 and HP DIR-VPC-03-006).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	700,000	0	700,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-700,000	0	-700,000
BALANCE		0	0	0	0
FUND(S): TECHNOLOGY INFRASTRUCTURE FUND (062)					
COMMENTS: Funds are included in the 2005-06 Budget for the replacement of various servers throughout the City's technology infrastructure. STRATEGIC PLAN GOAL: Replacement of computer servers relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Technology Services recommends Council approve an expenditure not to exceed \$ 700,000 to IBM Direct and Hewlett Packard through the Department of Information Resources (DIR) for network infrastructure servers. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (IBM Direct DIR-SDD-190 or HP DIR-VPC-03-006)					
Memo	Other Departments, Boards, Commissions or Agencies				

l-1

Project - 62271
Supp. - 62003

Interoffice Memo

Date: 03/23/06
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: Server Replacement Project

We are ready to begin the replacement of the various servers throughout our network and need to fund this project. We will be replacing the servers in a priority order and are recommending purchasing the servers from either IBM Direct (DIR Contract No. DIR-SDD-190) or Hewlett Packard (DIR Contract No. DIR-VPC-03-006). Both of these providers have contracts with the Department of Information Resources with the State of Texas as indicated above.

This replacement work will continue from now until the end of the year and purchases will not exceed a total value of \$ 700,000.00. We will be purchasing equipment from the above vendors but at this time it is not clear what the exact total will be for either of the vendors.

l-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	4/10/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Technolgoy Services		Initials	Date	
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	4.3.06	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/3/06	
Agenda Coordinator (include phone #): Lisa Prunty, 972-941-7342					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER STATE CONTRACT					
CAPTION					
Purchase from existing Contract/Agreement to authorize the purchase of 2,000 licenses for Altiris Service Asset Management Suite from Dell Inc., in the amount of \$35,820 through the Department of Information Resources (DIR), and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-192)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	37,500	0	37,500
Encumbered/Expended Amount		0	0	0	0
This Item		0	-35,820	0	-35,820
BALANCE		0	1,680	0	1,680
FUND(S): TECHNOLOGY INFRASTRUCTURE FUND (062)					
COMMENTS: Funds are included in the 2005-06 Technology Infrastructure budget for this item.					
STRATEGIC PLAN GOAL: Software licensing fees relate to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Technology Services recommends Council approve expenditure of \$35,820 to Dell Inc. through the Department of Information Resources (DIR) for 2,000 licenses for Altiris Asset Service Management Suite. This Altiris software module is used for actively managing the entire asset lifecycle, the suite will help eliminate unnecessary software and hardware costs, proactively manage vendor contracts, and align service resources with ITIL to ensure IT investments are optimized. It will actively tract software and hardware usage, track asset location and configurations. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (DIR-SDD-192)					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memo, Quote					

M-1

MEMORANDUM

DATE: March 20, 2006
TO: David Stephens, Director, Technical Services
FROM: Cindy Smith, Desktop Manager
SUBJECT: Altiris License – Altiris Service Asset Management Suite

This agenda item is to purchase 2000 licenses for the Altiris Service Asset Management Software from Dell, listed in DIR (Dir Software contract number DIR-SDD-192). This software will be used in conjunction with the Altiris Client Management Suite. Purchasing this software will allow us to track our assets and contracts. I have enclosed the quote along with the agenda item. Let me know if you have any questions, or need any additional information.

M-2

DELL**QUOTATION**

QUOTE #: 281234550

Customer #: 360554

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 3/12/06

Date: 3/12/06 4:38:44 PM

Customer Name: CITY OF PLANO

TOTAL QUOTE AMOUNT:	\$35,820.00		
Product Subtotal:	\$35,820.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Altiris Service Asset Mgmt Suite Lvl 1-2 000-4 999 (A0415666)	2000	\$17.91	\$35,820.00
Number of S & A Items: 1		S&A Total Amount: \$35,820.00	

COMMENTS
CINDYS@PLANO.GOV

SALES REP:	Don Dodson	PHONE:	800-981-3355
Email Address:	don_dodson@dell.com	Phone Ext:	72-46884

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

Unless you have a separate agreement with Dell, the terms and conditions found at <http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm> shall govern the sale and resale of the Products and Services referenced in this quotation.

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Prices and tax rates are valid in the U.S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order.**

Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number.

If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. **

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.

Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	4/10/06	Reviewed by Legal <i>not</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	<i>4/14/06</i>	
Dept Signature:	<i>Don Wendell</i>	City Manager	<i>[Signature]</i>	<i>4/14/06</i>	
Agenda Coordinator (include phone #): Linda Benoit (7255)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					
CAPTION					
Authorizing the purchase of Cheyenne Park Landscape Irrigation Renovations and Repair and Preston Meadow Park Maintenance Services in an amount not to exceed \$208,960 from Dyna-Mist Construction Company, Inc. through a Plano Independent School District (PISD) contract, and authorizing the City Manager or his designee to execute all necessary documents. CSP 3614					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		536,655	748,759	600,000	1,885,414
Encumbered/Expended Amount		-536,655	-519,442	0	-1,056,097
This Item		0	-208,960	0	-208,960
BALANCE		0	20,357	600,000	620,357
FUND(S): CAPITAL RESERVE & GENERAL FUND					
COMMENTS: Funds are included in the 2005-06 Capital Reserve Fund and the Athletic Field Maintenance budget. This item, in the amount of \$208,960, will leave a current year balance of \$20,357 for the Athletic Fields Project and Contractual Professional Services for Athletic Field Maintenance.					
STRATEGIC PLAN GOAL: Landscape irrigation renovation & repairs and field maintenance relate to the City's Goal of "Premier City for Families."					
SUMMARY OF ITEM					
Staff recommends approval and award of Cheyenne Park Landscape and Irrigation Renovations and Repair in the amount of \$179,860 and Preston Meadow Park Maintenance Services in the amount of \$29,100 to Dyna-Mist Construction Company, Inc.					
The athletic fields and irrigation system require significant renovation due to the age of the irrigation system and drought conditions. The park was constructed in 1979. The restroom building was recently rebuilt after it was destroyed by arson. This irrigation and turf work is the second of three phases of renovation. Additional plaza, parking lot, lighting, and backstop/fence repairs are planned in the future.					



CITY OF PLANO COUNCIL AGENDA ITEM

Three baseball fields, parking lots, pavilion, landscaping, and other site amenities were recently added to Preston Meadow Park. The athletic fields and park grounds for the 23 acre site will now be maintained by the City utilizing contract services. Dyna-Mist currently maintains Daffron Elementary School adjacent to Preston Meadow Park for PISD.

The services provided by Dyna-Mist were previously awarded by PISD in a competitive bid process. The City will utilize the unit prices in the PISD contract and the final amount of the expenditures will be based on actual work performed, but will not exceed \$208,960.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies State Laws requiring local governments to seek competitive bids for items (Contract #1 045-04).

List of Supporting Documents:

Memo

Contract Pricing

Other Departments, Boards, Commissions or Agencies

Memo

To: Sharron Mason

From: Douglas Green.

Date: March 30, 2006

Re: Cheyenne Park Landscape Irrigation Renovations and Repair and Preston Meadow Maintenance – Dyna-Mist

This Memo shall serve as a formal request to present to Council for approval the attached quote provided by Dyna-Mist Construction Company Inc. This quote covers expenditures necessary for Cheyenne Park Landscape and Irrigation Renovations and Repair and Preston Meadow Park Maintenance. The amount of this agreement shall not exceed \$217,274.18. All work shall be performed as quoted using pricing obtained from PISD contract CSP# 3614. This agreement is contingent of Council's prior recognition of PISD's contract by formal resolution. The Purchasing Department has assigned **2005-212-I** to the above proposed resolution.

In the past, Dyna-Mist has successfully performed like services related to the scope of work herein for Plano Parks and Recreation (PARD). Dyna-Mist remains in excellent standings with PARD. Dyna-Mist appears adequately qualified to carry out this agreement to PARD standards and requirements.

CC: Jim Fox
Shellene Beach
Linda Benoit
Norma Mendoza

Attachments: Council Agenda Item (Draft)
Financial Worksheet (Draft)
Vendor Quote
PISD Contract CSP# 3614

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QUOTATION & SALES CONTRACT



TO: City of Plano, Parks and Recreation Dept.
PO Box 860358
Plano, TX 75086-0358

DATE: January 10, 2006

TRANSMITTED VIA FAX:
972-941-7118

ATTN: Mr. Kevin Murray

We propose to furnish all materials, labor, tools and equipment to complete the following work:

JOB AND LOCATION: Landscape Maintenance at Preston Meadow Park as described below:

DESCRIPTION:

*Maintain grounds as per Plano ISD specification

QUANTITIES AND PRICES: \$45.03 per acre per visit

Note: Approximate landscape acreage: 23.8 acres

TERMS: Net 30 Days

Your signing and returning of this Quotation will constitute a contract subject to the approval of our credit department and will be our authority to proceed with the work as described herein, except Seller reserves the right to consider this Quotation null and void if executed subsequent to TEN (10) days from the date hereinabove written. The terms and conditions on the back hereof are a part of this contract as though written herein.

NOTICE: ADDITIONAL TERMS AND CONDITIONS INCORPORATED HEREIN AS PART OF YOUR QUOTATION AND SALES CONTRACT ARE ON THE SECOND PAGE. PLEASE READ BEFORE SIGNING AND ACCEPTING INASMUCH AS YOUR SIGNATURE AND ACCEPTANCE OF THE QUOTATION AND SALES CONTRACT SHALL BE DEEMED AN ACCEPTANCE OF THE TERMS AND CONDITIONS STATED ON THE SECOND PAGE OF THIS QUOTATION AND SALES CONTRACT.

Upon acceptance please execute and return one original, retaining a copy for your records.

ACCEPTED:

By: _____

DATE: _____

Respectfully Submitted:
DYNA-MIST CONSTRUCTION

By: _____
Randy Plumlee

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QUOTATION & SALES CONTRACT



TO: City of Plano, Parks and Recreation Dept.
PO Box 860358
Plano, TX 75086-0358

DATE: March 27, 2006

TRANSMITTED VIA FAX:
(972) 491-5490

ATTN: Mr. Doug Green

We propose to furnish all materials, labor, tools and equipment to complete the following work:

JOB AND LOCATION: Irrigation and Landscape Renovation at Cheyenne Park as described below:

DESCRIPTION:

- *Determine elevations and drainage pattern (site survey)
- *Install new main line 4" and 6"
- *Install thrust blocks at 90 degree turns
- *Provide boring and sleeving under paved areas
- *Install new wiring to existing head locations (approximately 317 heads)
- *Provide heavy aerification and top dress Northern playing fields (approximately 4 acres)
- *Apply herbicide to kill vegetation on South and West playing fields (approximately 17 acres)
- *Mow to scalp existing vegetation
- *Till to a depth of 3"
- *Grade to redistribute existing soil as needed for soccer field usage
- *Install Hydro-Mulch Bermuda on all graded areas (approximately 17 acres)
- *Provide grow-in maintenance

Note: City of Plano will manage irrigation system during grow-in.

QUANTITIES AND PRICES: One Hundred Seventy-Nine Thousand Eight Hundred Fifty-Nine Dollars and Zero Cents
(\$179,859.74)

Note: See attached sheet for detailed breakdown.

TERMS: Net 30 Days

Your signing and returning of this Quotation will constitute a contract subject to the approval of our credit department and will be our authority to proceed with the work as described herein, except Seller reserves the right to consider this Quotation null and void if executed subsequent to TEN (10) days from the date hereinabove written. The terms and conditions on the back hereof are a part of this contract as though written herein.

NOTICE: ADDITIONAL TERMS AND CONDITIONS INCORPORATED HEREIN AS PART OF YOUR QUOTATION AND SALES CONTRACT ARE ON THE SECOND PAGE. PLEASE READ BEFORE SIGNING AND ACCEPTING INASMUCH AS YOUR SIGNATURE AND ACCEPTANCE OF THE QUOTATION AND SALES CONTRACT SHALL BE DEEMED AN ACCEPTANCE OF THE TERMS AND CONDITIONS STATED ON THE SECOND PAGE OF THIS QUOTATION AND SALES CONTRACT.

Upon acceptance please execute and return one original, retaining a copy for your records.

ACCEPTED:

Respectfully Submitted:
DYNA-MIST CONSTRUCTION

By: _____

By: _____
Randy Plumlee

DATE: _____

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Cheyenne Park – Landscape & Irrigation
Detailed Breakdown
Submitted by Dyna-Mist Construction
March 27, 2006

Quantities & Prices

Surveying – Labor

Randy Plumlee 17 hours at \$65.00 per hour	\$ 1,105.00
Supervisor 14 hours at \$38.00 per hour	\$ 532.00
Laborer 17.5 hours at \$26.00 per hour	\$ <u>455.00</u>
Total	\$ 2,092.00

Mowing – Scalp and Grow-In

Total acres maintained during preparation and grow-in (all rotations) at contract amount of \$45.03 per acre per cycle	
308 acres maintained at \$45.03 per acre	\$ 13,869.24

Materials

PVC – sleeves, main lines, fittings	\$ 6,900.00
Concrete – thrust blocks, flatwork	\$ 1,750.00
Top dress material	\$ 7,000.00
Herbicide	\$ 6,300.00
Grass seed / Hydro-mulch	\$ 31,000.00
Fertilizer	\$ <u>4,300.00</u>
Subtotal	\$ 57,250.00

Mark-up (Materials) 3%	\$ <u>1,717.50</u>
Total	\$ 58,967.50

Labor

Randy Plumlee 51 hours at \$65.00 per hour	\$ 3,315.00
Supervisor 519 hours at \$38.00 per hour	\$ 19,722.00
Technician 846 hours at \$33.00 per hour	\$ 27,918.00
Laborer 2,076 hours at \$26.00 per hour	\$ <u>53,976.00</u>
Total	\$104,931.00

GRAND TOTAL **\$179,859.74**

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Plano Independent School District

REQUEST FOR PROPOSALS

CSP# 3614

(must appear on Proposer's Envelope)

Title:

Landscape Maintenance Services Provider

Proposal Time/Date:

**COMPETITIVE
SEALED
PROPOSAL**

Opening Date: **December 21, 2004**

Opening Time: **10:00 AM**

Contact:

Raymond Weaver
Director- Purchasing Services
Phone: 469-752-0285
Fax: 469-752-0281
E-mail: rweaver1@pisd.edu

Please Note the Following Information:

No late proposals accepted

No faxed or electronic proposals will be accepted

Please submit original and four copies of proposals to:
Plano ISD Purchasing Dept., 6600 Alma Drive, Plano, TX 75023

Submittal Certification

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying form(s), if accepted within sixty (60) calendar days after bid opening.

NOTE: Proposer is strongly encouraged to read the entire Request for Proposal prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.

Firm/Company Name: Dyna-Mist Construction Company, Inc.

Address: 1105 E. Plano Parkway, Suite 3 Telephone #: 972-424-5343

City: Plano

Fax #: 972-509-0156

State: Texas Zip: 75074

E-mail address: rplumlee@dyna-mist.net

Web Address: www.dyna-mist.com

Vanetta Plumlee
(Signature of person authorized to sign bid)

Printed Name: Vanetta Plumlee
(Please print or type)

Title: President

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**PLANO INDEPENDENT SCHOOL DISTRICT
COMPETITIVE SEALED PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES PROVIDER**

STATEMENT OF SCOPE

The purpose of the scope of work and specifications contained herein are to define the requirements of the successful Contractor that will provide complete Landscape Maintenance and other related services to the Plano Independent School District. It is the responsibility of the contractor to provide Plano Independent School District (henceforth referred to as Plano ISD or the District) with professionally manicured landscapes, irrigation repair and installation, other contracted landscape related services, and landscape consulting services. The safety of students and staff must always be of prime importance. These specifications are written with the minimum expectations for the maintenance services. The successful Contractor will provide all labor, materials, equipment, and frequency of service necessary to meet the District's and the community's expectations of landscape maintenance. It is the District's intent to award this proposal to one Contractor.

Vendors are invited to submit Competitive Sealed Proposals in accordance with the requirements of this document for "Full" service landscape maintenance on all campuses, administrative areas, undeveloped properties, and athletic sports fields owned or operated by Plano ISD. Offers by proposers for Landscape Maintenance shall be for a stated annual sum. Offers for Irrigation Services and Other Related Landscape maintenance Services shall be stated as time and materials. Offers for Landscape Consulting services shall be stated as an hourly rate. TERM: The intended contract for Landscape Maintenance and Other Services will be for a three (3) year primary contract period starting from the date of the award of this proposal, and two (2) one (1) year mutually agreed upon renewal periods. The estimated annual usage of this contract is \$1.5 million. This sum is an estimate only and not a guarantee to spend that amount. Need and available budget will determine usage. Current District records show that the District owns 2,635.622 acres of property. This is not a static number. Properties will be sold or purchased to meet the needs of the District. Of that acreage the District's ESTIMATE of property being maintained is 1,000 acres. Proposers are expected to verify the accuracy of this amount as it relates to their proposal.

1.0 GENERAL REQUIREMENTS

1.1 Issuing Agency

This Competitive Sealed Proposal is issued by the Plano Independent School District Purchasing Department. **The sole point of contact between Proposers and PLANO ISD will be the Director of Purchasing Services.** All questions should be submitted in writing to Raymond Weaver, 6600 Alma Drive, Plano, TX 75023. **Questions may be sent by fax or email to:**

Email: rweaver1@pisd.edu
or
Fax (469) 752-0281

All questions shall be submitted in writing and all responses shall be distributed to all prospective bidders. **No questions will be answered over the telephone or verbally.** Request for interpretations on the **Landscape Maintenance Services Provider, CSP # 3614** must be received on or before seven days prior to Proposal receipt date or

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Wednesday December 15, 2004 at 5:00 PM. A list of all questions and the District response will be posted to the Purchasing web page the following day by 5:00 PM

1.2 Proposal Submissions

Proposal submissions must be delivered to the PLANO ISD Purchasing Department, 6600 Alma Drive, Plano, TX 75023 on or before **DECEMBER 21, 2004 AT 10:00 AM, LOCAL TIME**. Proposals received after the above date and time will be returned to the proposer unopened. **NO FAXED PROPOSALS OR PROPOSALS SENT ELECTRONICALLY WILL BE ACCEPTED.**

1.3 Pre-Proposal Conference

A **PRE-PROPOSAL CONFERENCE** for **LANDSCAPE MAINTENANCE SERVICES PROVIDER, CSP #3614** will be held by Plano ISD at the following date, time and location:

Date: TUESDAY, DECEMBER 7, 2004
Time: 10:00 AM
Location: Purchasing Services Department, 6600 Alma Dr., Plano, TX 75023

All PROPOSERS desiring to submit Proposals for the Work are encouraged to have a representative at the PRE-PROPOSAL CONFERENCE.

* Any questions relative to further understanding of the needs of Plano ISD or explanations of any points in this proposal will be addressed during this meeting.

It is the contractor's responsibility to acquaint themselves with the various facilities and grounds and ask any questions during the meeting.

1.4 Proposal Opening Process

Proposals will be opened immediately following the deadline for the receipt of Proposals. Only the name of each company responding will be read aloud. Information concerning Proposal information will not be released until seven days after the award is made.

1.5 Guidelines for Proposal Evaluations

A. Criteria: Per Section 44.031, (b) of the Education Code, In determining to whom to award a contract a district may consider:

1. Purchase price;
2. Reputation of the vendor and of the vendor's goods or services;
3. Quality of the vendor's goods or services;
4. Extent to which the goods or services meet the District's needs;
5. Vendor's past relationship with the District;
6. Impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
7. Total long-term cost to the District to acquire the vendor's goods or services; and
8. Any other relevant factor listed in the request for Proposals or Proposal.

It is the responsibility of each proposer to provide all information necessary to evaluate the Proposal under the named criteria.

B. Weighting of Criteria: Evaluative criteria will have the following weights assigned to rank Proposal: Cost-30 points, Qualifications-20 points, Reputation-20 points, Experience-20 points, and District Needs-10 points. Using these criteria and weights District Committees will evaluate and rank Proposal to determine the offer that presents the best value to the District. Per Section 44.039, (g) of the Education Code, "In determining best value for the District, the District is not restricted to considering price alone, but may consider any other factor stated in the selection criteria."

C. Per Section 44.043, of the Education Code, (b) notwithstanding any other provision of this chapter, a school district:

1. May not consider whether a vendor is a member of or has another relationship with any organizations; and
2. Shall ensure that its Proposal specifications do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

1.6 Reservation

This proposal does not commit Plano ISD to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies.

1.7 Site Visit

It is recommended that each proposer inspect all sites through one or two scheduled meetings with a representative from the Facility Services Department. All campuses and undeveloped sites may be visited by proposers without any interruptions to any one in the schools. All questions are to be answered by the Purchasing Department as previously stated. A list of all properties is attached with the approximate acreage per site.

1.8 Minimum Standards for Responsible Proposers:

Proposers are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:

1. Have adequate financial resources;
2. Be able to comply with the required or proposed schedules;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. The successful respondent shall have available under direct supervision and employment, the organization, staff, equipment, and facilities to properly fulfill the services requested.
6. The respondent shall have all local, state, and federal licenses applicable to complete this service. The contractor shall provide a copy of all applicable licenses with this Proposal.
7. Be otherwise qualified and eligible to receive an award.

The District may require other information sufficient to determine proposer's ability to meet these minimum standards listed above.

1.9 Termination for Default

Plano ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the school district in the event of

breach or default of this contract. Plano ISD reserves the right to terminate the contract immediately in the event the successful bidder:

- 1) Fails to meet specified schedules;
- 2) Fails to perform in accordance with these specifications;
- 3) Engages in unacceptable conduct by representative personnel; or
- 4) For any non-performance deemed unacceptable by Plano ISD.

Breach of contract or default authorizes the school district to award this bid to the next low bidder. Any increase in cost and handling will be charged to the defaulting successful bidder.

- 1.10 Force Majeure: If by reason of Force Majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

1.11 Changes

From time to time, the Plano ISD may authorize changes in the scope of the services, issue additional instruction, require additional services or direct the omission of services previously agreed upon. The Contractor shall not under any circumstances proceed with any change involving an additional charge without prior written authorization from Plano ISD in accordance with the terms of this contract. Landscape maintenance services will not be subcontracted by Contractor to another company. The District may request additional documentation to ensure compliance with the successful contractor.

- 1.12 Contractors or sub-contractors may not work on district property where students are present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- A. Any offense against a child
- B. Any sex offense
- C. Any crimes against persons involving weapons or violence
- D. Any felony offense involving controlled substances

- E. Any felony offense against property
 - F. Any other offense the district believes might compromise the safety of students, staff or property.
- 1.13 Possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Smoking or the use of tobacco products is not allowed on school district property.
- 1.14 Gratuities: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the school district with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer, pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 1.15 Assignment Delegation: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer, provided that Buyer shall not unreasonably withhold permission. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 1.16 Waiver: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
- 1.17 Interpretation Parole Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 1.18 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
- 1.19 Advertising: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 1.20 Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

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- 1.21 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Collin County, Texas.
- 1.22 Prohibition Against Personal Interest in Contracts: Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.
- 1.23 All contractors bidding this work shall comply with prevailing wage rates in accordance with the civil statutes of the State of Texas.
- 1.24 Plano ISD is a participating member of the Collin County Governmental Purchasers Forum, the Educational Purchasing Cooperative of North Texas, and other cooperatives. As such, the District has executed Interlocal Agreements, as permitted under Chapter 791 of the Government Code with certain other governmental entities in Collin County and the state of Texas authorizing participation in a cooperative purchasing program. The successful vendor(s) agrees to provide products/services, based upon bid price, to any other governmental entity who participates in these cooperatives.

1.25 BONDING AND INSURANCE REQUIREMENTS: (For Contracted Services Only)

All bidders submitting proposals for this work shall comply with the following requirements. **Bidders submitting proposals which do not comply with these requirements shall not be considered.**

BONDING REQUIREMENTS (applicable if construction is involved):

Bids shall be accompanied by a cashier's check or certified check upon a state bank in the amount not less than five per cent (5%) of the total maximum bid price payable without recourse to the Plano ISD or a bid bond in the same amount from a reliable surety company licensed to do business in the State of Texas as a guarantee that the bidder will enter into a contract and execute a payment and performance bond on any or all projects \$25,000 or above within fifteen (15) days after notice of award of the contract to him.

INSURANCE REQUIREMENTS:

The successful contractor will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. Plano ISD requires that contractor's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a contract. **Plano ISD must be named as an additional insured.**

TYPES OF INSURANCE COVERAGE

- 1. Workers' Compensation
- 2. Employer's Liability

LIMITS OF LIABILITY

Statutory
 \$500,000 each accident
 \$500,000 disease policy limit

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- | | | |
|----|--|--|
| 3. | Commercial General Liability | \$500,000 disease each employee
\$1,000,000 combined single limit
policy aggregate
\$500,000 combined single
limit each occurrence |
| | (Property damage deductible not to exceed \$500 per occurrence). | |
| 4. | Business Auto Liability | \$1,000,000 combined
single limit each
occurrence |

(Hired/non-owned coverage must also be provided).

The immunity of the owner shall not be a defense from the insurance carrier. The selected bidder will be required to supply an insurance certificate naming Plano ISD as an additional insured prior to the start of the project. **ALL BIDDERS MUST FURNISH CERTIFICATE OF INSURANCE WITH THEIR BID OR THE BID WILL NOT BE CONSIDERED. ONLY THE SELECTED BIDDER IS REQUIRED TO NAME PLANO ISD AS ADDITIONAL INSURED.**

1.26 This is a competitive sealed proposal process. The use of this purchasing method allows for negotiation of scope and value of this contract. The District may request additional information, conduct interviews, or collect any other information deemed necessary to fairly evaluate this proposal.

2.0 SPECIAL REQUIREMENTS

Contractor shall provide service with the safety of staff and students as the NUMBER ONE priority.

2.1 Any mowing, edging, and line trimming must have a minimum of 100 ft. between staff and students as a safety zone at all times.

2.2 Selection and Training Requirements

A. Contractor shall conduct routine training and retraining of personnel to insure they maintain an acceptable knowledge level of procedures and safety to insure proper performance.

B. All landscape services personnel will be required to communicate well and project a professional image in their duties and deal with all people in a courteous and positive manner.

C. Spot performance audits of assigned personnel may be requested and a summary report provided to the Contract Services Administrator.

D. Contractor personnel shall be clean in appearance and in uniform for easy identification when on Plano ISD's premises. The contractor must provide Photo ID cards and nametags for each employee working on Plano ISD's properties. These ID badges must be worn and visible at all times.

E. Contractor will interview, screen, hire, control, supervise, train, and pay for sufficient qualified personnel as may be necessary to perform the landscape services contained herein. A criminal history check, including fingerprinting, will be required. Fingerprint documents must be submitted to the District within forty-five (45) days of employment.

F. Contractor shall thoroughly investigate the background of each employee assigned to Plano ISD property and shall not assign any employee on a full or part-time basis who

has been convicted of a felony or crime involving moral turpitude or any relationship with a child.

G. Contractor is responsible for the direct supervision of landscape personnel through its designated representative. Such representative will, upon reasonable notice, be available to report and confer with designated agents of Plano ISD with respect to the services provided.

H. Plano ISD and Contractor agree that the conduct of landscape services personnel is to be guided by a set of rules agreed upon by Plano ISD and the Contractor and any special instructions deemed applicable to Plano ISD. It shall be agreed that landscape service personnel's personal grooming habits will be subject to standards set by Plano ISD.

I. Contractor shall insure that all personnel shall abide by all safety rules and regulations either set forth by Plano ISD, or by the Federal, State, or Local governments.

J. Contractor agrees that landscape services covered by this contract shall be performed by qualified, responsible, trained employees, in the strictest conformity with the best practices and standards as may be prescribed by Plano ISD throughout the duration of this contract.

K. Contractor further agrees that, upon request by Plano ISD, Contractor will immediately remove from service any employee who, in Plano ISD's opinion, is guilty of improper conduct, is not qualified or needed to perform the work assigned, or does not serve the best interest of Plano ISD. Such employee will be removed from the job site and not returned to any of Plano ISD's sites without prior authorization from Plano ISD.

- 2.3 The Contractor will furnish all necessary equipment, tools, and labor required to provide quality landscape maintenance services for Plano ISD campuses in a safe and efficient manner. Plano ISD reserves the right to inspect all equipment used by the contractor on Plano ISD property. Equipment determined by Plano ISD to be unsafe/unacceptable will be removed and replaced by the contractor.
- 2.4 The Contractor will receive approval from designated District representative for all fertilizer, herbicide, fungicide, and pesticide that will be used. Any application of pesticides is to be in accordance with product labels, Structural Pest Control guidelines, and by Certified Applicators licensed in the State of Texas. Weed control will be for both broadleaf and grassy weeds as needed to maintain an aesthetically pleasing lawn as determined by Plano ISD. The time of day that applications are made must be in accordance with laws pertaining to Public School facilities. All applications must be in the guidelines of the new Integrated Pest Management (IPM) program for all public schools in Texas.
- 2.5 Provide all Material Safety Data Sheets to District representative prior to chemical usage on District property.
- 2.6 Comply with all local, state, and federal safety standards.
- 2.7 Enforce the use of and provide personal, safety protective clothing, footwear, eyewear, including all other safety materials needed to perform the job in a safe and orderly manner.
- 2.8 Supervision of work by Contractor: The Contractor shall have a foreman on each job site at all times while work is being performed and meet the following criteria:
 - A. Fluent in English with ability to communicate, follow, and be able to receive, give, and understand written and verbal instructions.

- B. Ensure the on-site foreman is thoroughly knowledgeable of the specifications, and shall inspect the performance of the ground crews in all areas to assure that uniform and high quality workmanship is continually maintained.
 - C. The Contractor shall maintain continuous awareness of the quality and completeness for the work being performed by personal inspections of District grounds. The Contractor's foreman shall be required to inspect the grounds with District representatives upon request.
- 2.9 Contractor shall provide the services set forth in the specifications more frequently than stated if need arises, to maintain a professionally serviced look on all sites.
- 2.10 Since building requirements may change with minimal notice, the District reserves the right to increase or decrease services as necessary.
- 2.11 Contractor shall establish and follow a routine weekly schedule and shall inform the District twenty-four hours in advance of activities deviating from the weekly routine.
- 2.12 Contractor shall be responsible for removing trash and debris before mowing.
- 2.13 The Contractor shall furnish the District with service reports, including time sheets reflecting actual hours worked by landscape services personnel, and location. The Contractor shall provide such information as requested for Plano ISD during the contract duration.
- 2.14 The Contractor shall deliver or mail to Plano ISD an invoice reflecting a statement for services provided on a monthly basis.
- 2.15 Audit and Payment
- A. Prior to commencement of services, the Contractor will present PLANO ISD with a schedule of events.
 - B. Contractor will furnish PLANO ISD with a monthly summary of services rendered (category, type of service, etc.) to include time sheets documenting actual hours worked by person, and by location, in a format acceptable to the PLANO ISD Contract Services Administrator. Services rendered by location will be subject to verification and approval by the PLANO ISD Contract Services Administrator. Include a sample form used to comply with this item.
 - C. Vendor's invoices will have the following items: purchase order number, PLANO ISD school/campus, and description of services (itemized).
- 2.16 Compensation Adjustments
- A. Plano ISD will inspect the landscape services provided within three (3) days after any services described on Schedule "A" have been completed. If the District is dissatisfied with any of the work performed, notice shall be given to Contractor within three (3) days.

The Contractor will have two (2) days to correct such work at no additional cost to PLANO ISD. Failure to provide corrections will result in compensation adjustments as described below.
 - B. In the event the performance by the Contractor is interrupted or delayed by Acts of God, and not occasioned by the Contractor, the Contractor will be excused from performance for only such period of time, as is reasonable necessary.
 - C. Upon the occurrence of any of the acts or omissions listed below, there shall be an equitable downward adjustment of Contractor's charges to fairly reflect the reduced value of services provided by Contractor. Plano ISD will determine this downward adjustment according to the severity of the services omitted.

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- (1) Failure of Contractor to properly provide landscape services to the required locations as specified.
- (2) Failure of Contractor to meet selection and training requirements as specified herein.
- (3) Failure of Contractor to satisfy the response time requirements as specified in this contract.

2.17 Non-Performance Penalties

- A. The selected vendor shall be prepared to enter into a contract that is consistent with the terms and conditions set forth herein, within fifteen (15) days after contract award notification.
- B. Problem resolution regarding unsatisfactory performance will be dealt with by the withholding of payment for services during the period the problem(s) persist. However it is the desire of Plano ISD that any and all problems be corrected quickly and fairly.
- C. A meeting will be held between the vendor and the Plano ISD Purchasing Department to determine what steps will be necessary to insure the resolution of any problems. This will occur at the discretion of Plano ISD depending upon the seriousness of the problem(s) involved.

3.0 DESCRIPTION OF SERVICES

3.1 LANDSCAPE MAINTENANCE

Plano ISD requires that all property be maintained to reflect the high standards expected by the District Administration and the community. All District properties including campuses, administrative buildings, athletic fields and undeveloped properties must be professionally maintained and esthetically pleasing. The Contractor will provide service frequencies, labor, equipment, or materials necessary to meet District expectations. Pricing will be an annual amount for turnkey Landscape Maintenance. Separate pricing is also being requested for Irrigation Services described in paragraph 5.30. The District may or may not include this service in the annual contract.

3.2 IRRIGATION MAINTENANCE AND NEW INSTALLATIONS

Plano ISD requires that all irrigations systems be maintained to the highest performance standards necessary to support District landscaping and athletic fields. Irrigation systems will be maintained to achieve maximum operating and maintenance efficiency. All repairs, system upgrades, and new area installations must meet District and industry standards of design and performance. To improve irrigation efficiencies the District is investigating the possible use of centralized computer control systems. Experience in installing and maintaining these systems will be an asset. Pricing will be based upon time and materials required for each project approved by the District's designated Contract Supervisor.

3.3 ADDITIONAL CONTRACTED SERVICES

Plano ISD requires that the selected Contractor have the capacity and proficiency to provide other landscape related services. These services may include, but are not limited to: installation of athletic field turf, athletic field drainage improvements, landscape additions to renovated buildings, and landscaping for newly constructed

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areas. The services will be requested on an as needed basis as need and budget allow. Pricing will be based on time and materials needed for each project approved by the District's designated Contract Supervisor.

3.4 LANDSCAPE CONSULTING SERVICES

Plano ISD requires that the selected Contractor have the capacity and proficiency to provide consulting services. These consulting services may include, but are not limited to: planning and design services for landscaping and irrigating new buildings, planning and design services for renovating existing landscaping and irrigation systems, and the development of standards for efficient irrigation systems and landscape designs. During design phase of construction or renovation projects when the landscape and/or irrigation is included in that project, consulting services would also include design and specification review of those projects to advise the District of compliance with District standards and practices. The Consultant would also review and inspect landscape and irrigation projects performed by others to advise the District on the compliance with the technical aspects of that work. These services would be based upon an hourly rate.

4.0 SUBMITTAL FORMAT

4.1 Specific Instructions

All submittals are to be securely bound preferably in a three ring binder.

Documents shall be submitted in a sealed envelope with the title and Proposal number clearly visible prior to the date and time listed on the cover page of this document.

4.2 Format-Please organize information in the following sequence:

SECTION I-LETTER OF INTRODUCTION -Include a one-page document that describes your firm, your firm's ability to perform this project as specified, and relate how your firm has performed similar services for other school districts or governmental agencies. This description should include the value and scope of the services provided. On a second page provide a list of at least three currently available references. Include name of entity, contact name, phone number, the scope of services provided, and the length of the contract.

SECTION II- BUSINESS PLAN-Provide a written narrative that describes your company's plan for providing services described in this specification ("Description of Services" included at the end of this document.). Provide suggestions for improving landscape maintenance. Include estimated job tasks, a schedule of services, and copies of billing documents your firm currently uses.

SECTION III-LIST OF EQUIPMENT-Provide a complete list of equipment, currently owned by your company, which will be dedicated to the performance of this project. Include an inventory of the equipment that you estimate you will have to purchase to meet the needs of this Project. The list should include the approximate age of the currently owned equipment.

SECTION IV-PERSONNEL

- Provide an organization chart of your staff that includes administrative, supervisory, and work teams.
- Provide a description of your employee selection process and your training programs.

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- Provide a list of all personnel that are licensed by the Structural Pest Control Board and include a copy of their license.
- Provide a list of Irrigation Specialists and provide a copy of their licenses.
- Identify any current employees who you propose to utilize to perform this work, and describe the nature of their involvement in previous similar contracts.

SECTION V- COSTS

- A. Landscape Maintenance and Mowing Annual Cost. \$ 1,389,917
 Turnkey Irrigation Services (paragraph 5.30) Annual Cost \$ 164,422
- B. Irrigation Maintenance and New Installations. This must be based on an hourly rate and markup (or discount) for materials. All quotes and invoices must list time and materials multiplied by these rates. Include:
- Licensed Irrigation Technician per hour 33
 Irrigation Helper per hour 26
 Percentage of Mark Up or Discount for Materials 3%
- C. Additional Contracted Services-This should be based upon hourly rate and mark up (or discount) for materials. All quotes and invoices must list the time and materials multiplied by these rates.
- Supervisor per hour 38
 General Labor per hour 26
 Materials 3%
- D. Landscape Consulting Services-Consulting fees should be based upon an hourly rate. All quotes and invoices must list the number of hours multiplied by this rate.
- Design Consulting Fee per hour 65
 Installation Observation Fee per hour 65

SECTION V-VALUE ADDED SERVICES-Please list any additional services or values that you offer with this proposal.

SECTION VI-ACCEPTANCE OF TERMS AND CONDITIONS- State your acceptance of terms and conditions listed in this specification.

SECTION VII-OTHER REQUIRED DOCUMENTS

- A. Criminal History
- B. Non-Collusion Affidavit
- C. Historically Underutilized Businesses (HUBS)
- D. Financial Statements for previous three years
- E. Proposal Security (Bond or Certified Check)
- F. Certificate of Insurance

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5.0 LANDSCAPE MAINTENANCE SERVICES

5.1 Landscape Maintenance-Campus and Administrative Areas (Turnkey)

- 5.11 Mowing: The standard mowing height is 1 ½". Excess clippings must be removed. Recommendations to adjust this standard height must be approved by the Contract Services Administrator.
- 5.12 Edging: Edge around all concrete, asphalt, or other hard surfaces to provide a consistent trimmed appearance. Edging shall be done with a blade type edger.
- 5.13 Grass Trimming: Trim around all natural and manmade structures using monofilament line in equipment made for the purpose, to provide a consistent trimmed appearance.
- 5.14 Shrubbery Trimming: Cut new growth to provide evenly manicured hedges and bushes. This shall be performed as needed.
- 5.15 Tree Trimming: Trees will be trimmed as needed to provide an appearance consistent with the other landscape components, and to provide ample clearance along sidewalks for pedestrian traffic.
- 5.16 Bed Maintenance: Perform weekly maintenance to beds by removing grass and weeds.
- 5.17 Debris/Trash Removal: Inspect and police areas thoroughly prior to each mowing. Remove all foreign objects and trash before mowing. Mowing over trash will not be acceptable. If an excessive amount or size of foreign objects or trash is noted, it should be reported immediately to the Contract Services Administrator.
- 5.18 Fertilization: Fertilization must be performed a minimum of three times a year (normally in April, June, and August). Fertilization scheduling will be based on the number of pounds of nitrogen applied per 1000 square feet of ground and will normally be at a rate of 1 ½ lbs. per 1000 sq. ft. at each of the three applications. Additional applications must be approved by the Contract Services Administrator.
- 5.19 Weed Control:
 - 5.191 Apply pre-emergent in February
 - 5.192 Apply post-emergent monthly and/or as needed
 - 5.193 Apply pre-emergent in October
 - 5.194 Pavement cracks and building foundations will be kept weed free by the application of contact herbicide (Round-up) in not less than six (6) applications per year

5.20 Winter Rye Over-seeding (Turnkey)

- 5.21 Mowing: The standard height should be 1 ½". Excess clippings must be removed. Recommendations to adjust this standard mowing height must be approved by the Contract Services Administrator
- 5.22 Edging: Edge around all concrete, asphalt, or other hard surfaces to provide a consistent trimmed appearance. Edging shall be done with a blade type edger.
- 5.23 Grass Trimming: Trim around all natural and manmade structures using monofilament line in equipment made for the purpose to provide a consistent trimmed appearance.
- 5.24 Bed Maintenance: Perform weekly maintenance to beds by removing grass
- 5.25 Debris/Trash Removal: Inspect and police areas thoroughly prior to each mowing. Remove all foreign objects and trash before mowing. Mowing over trash will not

be acceptable. If an excessive amount or size of foreign objects or trash is noted, it should be reported immediately to the Contract Services Administrator.

5.30 Irrigation (Turnkey):

- 5.31 Check all systems at least once a month. Do a system control analysis and make minor adjustments and repairs. All major repairs should be presented to the Contract Services Administrator or designee for approval.
- 5.32 Set controllers to provide adequate irrigation with a minimum of 1" per week. Watering schedules must not interfere with the normal functions of the schools or cause inconvenience for students, teachers, staff, and visitors.
- 5.33 Adjust heads, nozzles, valves, timers, and all other components of the irrigation systems as necessary to insure that the systems are working properly.
- 5.34 Repair systems as necessary to insure that all sprinkler heads, zones, and timers are working properly.
- 5.35 Contractor is responsible for inspecting, repairing, maintaining, and adjusting the irrigation systems on a weekly basis. Actual operation of irrigation systems can occur only during the hours prior to 7:30 A.M. or after 5:00 P.M. Monday – Friday. Systems are to be set in such a manner to apply at least 1" of water to sod and shrub areas each week. Plano ISD requires that all pop-up heads be replaced with Toro 570 series and all rotary heads be replaced with Hunter rotary heads. Contractor must be able to inspect hydraulic and electric systems. Contractor must have working knowledge of both systems and be able to make any repair necessary.
- 5.36 Additional Irrigation: Contractor is required to maintain adequate water coverage around newly constructed or renovated areas.

5.4 Undeveloped Property (Turnkey)

- 5.41 Mowing: Undeveloped fields shall be mowed a minimum of two (2) times per month.
- 5.42 Debris/Trash Removal: Inspect and police areas prior to each mowing. Remove foreign objects and trash before mowing. Mowing over trash will not be acceptable. Excessive amounts of debris or trash, or debris of excessive size should be reported immediately to the Contract Services Administrator.
- 5.43 Mowing of undeveloped property (undeveloped properties are clean of debris) with tractor powered mowing equipment. Mowing of undeveloped properties may be done with either flail or rotary mowers.

5.5 ATHLETICS SPORTS FIELDS

5.50 Athletic Fields (High Priority Fields only)

- 5.501 Mowing: Athletic Fields are high priority areas and will be mowed with Reel Mowers (minimum seven (7) blades per reel) on the athletic turf grass fields throughout the year. Mowing heights for these fields will be between 0.5 inches and 1.0 inches. Seasonal adjustments in height will be made based on PISD Athletic Field Coordinator or his designee only. No growth regulators!
Mowing Schedule (High Priority Fields)
November – February: Twice (2) per week if field is overseeded. Once every ten (10) calendar days if dormant.
March – May June - July August - October: Three (3) times per week.
- 5.502 Edging: Edge around track and all concrete or asphalt surfaces at each mowing cycle with blade edger.

- 5.503 Trimming: Trim around hard structures (i.e. goalposts, foul poles, fences, and dugouts) at each mowing cycle. Absolutely no herbicide will be applied as a means of trimming.
- 5.504 Blowing: Blow or sweep clean all hard surfaces after each mowing cycle.
- 5.505 Ground inspection: Inspect and police grounds thoroughly prior to each mowing. Remove all foreign objects before mowing. Mowing over trash will not be tolerated.
If there is a problem with the amount or size of the foreign materials, please contact the Facility Athletic Field Coordinator or his designee.
- 5.506 Irrigation:
- 5.5061 Check all systems once a month. Do a system control analysis and make minor adjustments and repairs. All major repairs need to be presented to the Sports Field Coordinator or his designee for approval.
 - 5.5062 Set controller to provide proper irrigation for landscaped areas. Minor adjustments may be made due to practice times of athletic department.
 - 5.5063 Adjust heads, nozzles, valves, timers and all other facets of the irrigation system to insure proper workability of system.
 - 5.5064 Repair systems as necessary to insure that all sprinkler heads, zones, and timers are working properly at all times.
- 5.507 Fertilization: Fertilization of fields shall be based on soil testing. Soil testing must be performed at a minimum of two (2) times per year per field. Some fields may require further testing if prior test results indicated a significant deficiency of a specific nutrient for which fertilizer particles have been supplemented to address deficiency. An accredited soil lab must perform testing and copies of the test reports must be submitted to PISD Sports Field Coordinator. All regular testing fees are the responsibility of the contractor. If PISD ask for additional testing, the district will recoup the expenses.

Fertilization scheduling will be based on the number of pounds of nitrogen applied per 1000 square feet of turf. Fertilizers that contain more than 70% water soluble or readily available form of nitrogen shall not be applied to any field at a rate greater than 1.0 pounds of nitrogen per 1000 square feet, in any single application. Slow release fertilizers that contain 50% or more organic coated, or reacted forms of nitrogen may be applied at a rate of 1.5 pounds of nitrogen per 1000 square feet, in any single application.

Due to the variability in soil nutritional content, it is not possible to predetermine the fertilizer rations that should be applied to the field. Results from soil testing will provide the contractor with the information required meeting the nutritional needs of the turf. Contractors should plan on fertilizing with a balanced fertilizer (4.1.2 or 3.1.2) in March and September. Nitrogen only fertilizers may be used from April-August, if soil testing indicates adequate levels of all other essential nutrients.

Fertilization Schedule (High Priority Fields only)

MONTH	AMOUNT
January	0.5 lb. N per 1000 sf*
February	1.0 lb. N per 1000 sf

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March	1.0 lb. N per 1000 sf
April	1.0 lb. N per 1000 sf
May	1.0 lb. N per 1000 sf
June	1.0 lb. N per 1000 sf
July	1.0 lb. N per 1000 sf
August	1.0 lb. N per 1000 sf
September	1.0 lb. N per 1000 sf
October	
November	
December	0.5 lb. N per 1000 sf*

*Overseeded Fields only

5.508 Aerifications: Aerification will be performed with a hollow tine, core removing aerifier and a shatter tine aerifier. A single procedure shall consist of two complete passes over the entire area with the second pass being perpendicular to the first. Areas of heavy traffic (i.e. between hash marks on football fields, near soccer goals, and baseball infields) will require four (4) passes of the aerator during any single aerification procedure. Prior to aerification, the contractor must flag all irrigation heads and valves to eliminate damage to irrigation system. If contractor fails to do so, all repairs will be at the contractors expense.

5.509 Core Aerification Pattern: 3.5" x 3" x 4" deep using 3/4" tines

Note: All cores to be pulverized and redistributed on the grounds immediately following aerification.

5.510 Shatter Tine Aerification Pattern: 1/2" diameter x 2" spacing x 16" deep

Aerification Schedule(High Priority Fields only)

January	None
February	Core
March	Shatter tine
April	Core
May	Shatter tine
June	Core
July	Shatter tine
August	Core
September	Shatter tine
October	Core*
November – December	None
	*overseeded fields

5.511 Weed Control: FIELDS WILL BE MAINTAINED WEED FREE. Contractor should be prepared to perform both pre & post emergence herbicide applications throughout the year to control annual grassy weeds, annual broad leaf weeds, perennial grassy weeds, and sedges.

Suggested Weed Control Schedule (Minimum)

January	
February	Pre-Emergence (Grassy)
March	

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April	Pre-Emergence (Broadleaf & Sedges)
May	
June	Post-Emergence (Broadleaf & Sedges)
July	
August	Post-Emergence (Grassy, Broadleaf, and Sedges)
September	
October	Pre-Emergence (Grassy)
November	
December	

NOTE:

1. All MSMA applications to Dallisgrass are to be followed with another application in 12 to 14 calendar days.
2. All weeds not responding to chemical applications should be physically removed.
3. All running tracks at any school NEED TO BE WEED FREE.

5.512 Top Dressing: One application of course sand per field, no deeper than ¼ inch, which is both uniform in depth and distributed over the entire area shall be calculated separately as an addition to the contract if needed. The Athletic Field Coordinator or his designee shall determine top dressing schedule. After application, the field must be dragged with an appropriate mat to move the sand from the leaf surfaces into the turf canopy. Core aeration will be performed on each field prior to a top dressing application for the purpose of soil modification.

Note: Contractor shall use 0.77 cubic yards of sand per 1000 sq. ft. Top dress material to be Lesco Rice Hull Compost or equal.

5.513 Overseeding: All fields shall be overseeded with a high quality perennial rye grass each year by October. Seeding rate shall be no less than twenty (20) pounds of pure live seed per 1000 square feet of turf. Seed should be spread in two directions with the second pass perpendicular to the first pass to ensure the quality and appearance of the field. High traffic areas (between hash marks and soccer goals) may have an extra application of overseeding as directed by the Sports Field Coordinator or his designee. The seeding ratio shall be 6.0 pounds per 1000 square feet. Please specify a cost per standard football, baseball, and softball field.

5.514 Dethatching: Dethatch fields one time per year in October to a height of ½”.

5.515 Disease and Insect Control: Fields shall be treated two (2) times per year with Awar or a Texas A&M University approved equal for long term control of fire ants at the maximum label rate approved by the Texas State Pest Board guidelines for public schools. Spot applications of fire ant with a contact insecticide will be applied as needed throughout the year. All other insect and/or disease infestations will be treated as needed at no additional cost to the district.

5.516 Common Areas around high priority fields:

5.5161 Mowing:

- Mowing height of common Bermuda shall be 1.25”
- Mowing schedules (all areas): Once every seven (7) calendar days between March 1st. through October 31st.

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- Edge, trim, blow/sweep at each mowing cycle.

5.5162 Fertilization Schedule

January	
February	Pre-emergence (Grassy)
March	1.0 lb. N. per 1000 sf
April	1.0 lb. N. per 1000 sf
May	1.5 lb. N. per 1000 sf
June	Post-emergence (GB&S) any MSMA
July	1.5 lb. N. per 1000 sf
August	1.0 lb. N. per 1000 sf
September	1.0 lb. N. per 1000 sf
October	Pre-emergence (Grassy)
November	
December	

5.517 High Priority Fields

Plano West Senior High Athletic Fields:

1 Baseball Field (game field)	128,000 sq. ft.
1 Softball Field (game field)	36,000 sq. ft.
1 Soccer Field (practice field)	86,000 sq. ft.
3 Football Fields	249,000 sq. ft.

Plano East Senior High Athletic Fields:

1 Baseball Field (game field)	128,000
1 Softball Field (game field)	36,000
1 Football Field (practice)	99,000

Plano Senior High Athletic Fields:

1 Baseball Field (game field)	128,000
1 Softball Field (game field)	36,000
1 Football Field (practice)	99,000

Williams High School:

1 Football Field (game field)	99,000
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East/West Clark Athletic Fields:

2 Football Fields (game fields)	261,360
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Rice Sub-Varsity Stadium Athletic Fields:

1 Football Field (game field)	65,000
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Notes: All Senior and High School athletic facilities not listed as High Priority should be considered Medium Priority.

5.60 Athletic Fields (Medium Priority Fields)(Common Areas)

5.601 Mowing:

- Medium priority fields will be mowed with Reel Mowers (minimum seven (7) blades per reel) throughout the year.

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- Mowing height will be 1".
 - Mowing Schedule
 - November – February: Once (1) per month when dormant.
 - March – May June - July August - October: Twice (2) per week during growing season.
- 5.602 Edging: Edge around track and all concrete or asphalt surfaces at each mowing cycle with blade edger.
- 5.603 Trimming: Trim around hard structures (i.e. goalposts, foul poles, fences, and dugouts) at each mowing cycle. Absolutely no herbicide will be applied as a means of trimming.
- 5.604 Blowing: Blow or sweep clean all hard surfaces after each mowing cycle.
- 5.605 Police Grounds: Police grounds thoroughly prior to each mowing service.
- 5.606 Irrigation:
- 5.6061 Check all systems once a month. Do a system control analysis and make minor adjustments and repairs. All major repairs need to be presented to the Sports Field Coordinator or his designee for approval.
 - 5.6062 Set controller to provide proper irrigation for landscaped areas. Minor adjustments may be made due to practice times of athletic department.
 - 5.6063 Adjust heads, nozzles, valves, timers and all other facets of the irrigation system to insure proper workability of system.
 - 5.6064 Repair systems as necessary to insure that all sprinkler heads, zones, and timers are working properly at all times.
- 5.607 Fertilization: Fertilization of fields shall be based on soil testing. Soil testing must be preformed at a minimum of two (2) times per year per field. Some fields may require further testing if prior test results indicated a significant deficiency of a specific nutrient for which fertilizer particles have been supplemented to address deficiency. An accredited soil lab must perform testing and copies of the test reports must be submitted to PISD Sports Field Coordinator. All regular testing fees are the responsibility of the contractor. If PISD ask for additional testing, the district will recoup the expenses.
- 5.6071 Fertilization scheduling will be based on the number of pounds of nitrogen applied per 1000 square feet of turf. Fertilizers that contain more than 70% water soluble or readily available form of nitrogen shall not be applied to any field at a rate greater than 1.0 pounds of nitrogen per 1000 square feet, in any single application. Slow release fertilizers that contain 50% or more organic coated, or reacted forms of nitrogen may be applied at a rate of 1.5 pounds of nitrogen per 1000 square feet, in any single application.
- 5.6072 Due to the variability in soil nutritional content, it is not possible to predetermine the fertilizer rations that should be applied to the field. Results from soil testing will provide the contractor with the information required meeting the nutritional needs of the turf. Contractors should plan on fertilizing with a balanced fertilizer (4.1.2 or 3.1.2) in March and September. Nitrogen only fertilizers may be used from April- August, if soil testing indicates adequate levels of all other essential nutrients.

Fertilization Schedule (Medium Priority Fields)

MONTH	AMOUNT
January	
February	

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March	1.0 lb. N per 1000 sf
April	1.0 lb. N per 1000 sf
May	1.5 lb. N per 1000 sf
June	
July	1.5 lb. N per 1000 sf
August	1.0 lb. N per 1000 sf
September	1.0 lb. N per 1000 sf
October	
November	
December	

5.608 Aerifications: Aerification will be performed with a hollow tine, core removing aerifier and a shatter tine aerifier. A single procedure shall consist of two complete passes over the entire area with the second pass being perpendicular to the first. Areas of heavy traffic (i.e. between hash marks on football fields, near soccer goals, and baseball infields) will require four (4) passes of the aerator during any single aerification procedure. Prior to aerification, the contractor must flag all irrigation heads and valves to eliminate damage to irrigation system. If contractor fails to do so, all repairs will be at the contractors expense.

5.6081 Core Aerification Pattern: 3.5" x 3" x 4" deep using 3/4" tines

Note: All cores to be pulverized and redistributed on the grounds immediately following aerification.

5.6082 Shatter Tine Aerification Pattern: 1/2" diameter x 2" spacing x 16" deep

Aerification Schedule (Medium Priority Fields)

January	
February	Core
March	Shatter tine
April	
May	
June	Core
July	Shatter tine
August	
September	
October	
November – December	

5.609 Weed Control: **FIELDS WILL BE MAINTAINED WEED FREE.**
 Contractor should be prepared to perform both pre & post emergence herbicide applications throughout the year to control annual grassy weeds, annual broad leaf weeds, perennial grassy weeds, and sedges.

NOTE:

- All MSMA applications to Dallisgrass are to be followed with another application in 12 to 14 calendar days.
- All weeds not responding to chemical applications should be physically removed.
- All running tracks at any school **NEED TO BE WEED FREE.**
- Schedule same as page 4 chart of High Priority Fields.

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5.610 Top Dressing: On medium to low priority field's top dressing will be done as determined by the PISD Athletic Field Coordinator. Cost should reflect the same cost of top dressing the high priority field within the quote. If multiple top dressing is needed, PISD reserves the right to bid out an individual package separately from this contract.

5.611 Overseeding: No overseeding

5.612 Dethatching: Dethatch fields one time per year in October to a height of 1/2".

5.613 Disease and Insect Control: Fields shall be treated two (2) times per year with Award or a Texas A&M University approved equal for long term control of fire ants at the maximum label rate approved by the Texas State Pest Board guidelines for public schools. Spot applications of fire ant with a contact insecticide will be applied as needed throughout the year. All other insect and/or disease infestations will be treated as needed at no additional cost to the district.

Medium Priority Ball Fields & Common Areas:

School	Medium Priority	Common Areas
Clark High School		
Jasper	290,000	179,800
Shepton	87,120	72,100
Vines	217,800	226,890
Williams	205,920	321,270
PESH	216,750	482,140
PSHS	303,500	991,580
PWSHS		1,390,080
Rice		131,020
Middle School Athletic Fields		
Armstrong		
Bowman		

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Carpenter		
Frankford		
Haggard		
Hendrick		
Murphy		
Renner		
Robinson		
Schimelpfenig		
Wilson		

5.7 LANDSCAPE SERVICES FREQUENCIES

DECEMBER, JANUARY, FEBRUARY -Services as required.

MARCH, NOVEMBER -Services Bi-Weekly

APRIL –OCTOBER -Services Weekly

<u>Campus Function/Task</u>	<u>Minimum</u>
Mowing	Weekly
Edging	Weekly
Monofilament Trimming	Weekly
Bed Maintenance	Weekly
Debris/Trash Disposal	Weekly
Shrubbery Trimming	Twice per Month
Tree Trimming	Monthly
Herbicide	Monthly/See Schedule
Pre-emergent	Twice per season
Fertilization	3/times per season
Irrigation	Weekly
Creeks & Ditch lines	Monthly
<u>Undeveloped Property Function/Task</u>	<u>Minimum</u>
Mowing	2/Month
Debris/Trash Disposal	2/Month

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**Plano ISD
LANDSCAPE MAINTENANCE SERVICES
PROVIDER
CSP# 3614 ADDENDA #1**

Page 8 of 24

Bonding Requirements – will this project require bonding?

Yes, a Bid Bond will be required as specified in paragraph 1.25. Performance and Payment bonds will be required, per state law, for those projects performed as “Additional Contracted Services.”

Page 14 of 24

Section V – Costs

C. Additional contracted services to complete the tasks as specified on page 12 of 24 3.3, the contractor will be required to employ construction equipment and operators.

There is no cost line item for this pricing.

The cost of equipment and operators will vary from project to project. Hourly rates and materials mark-up/discounts are required for every project and can be used for the comparison of proposals. These extra costs will be negotiated on a project-by-project basis.

D. Landscape Consulting Services Design Consulting Fee per Hour _____. Is it to create a design or to review a design?

The hourly consulting fee should be the same, whether for design or review. The number of hours needed for each would be the variable.

Page 15 of 24

5.12 Edging: add “at each mowing cycle” after the words “blade type edger”

5.14 Delete “as needed”, install 2 times per month

5.15 Delete specifications and write trees will be cleaned and thinned according to (ANSI A300) specification.

5.18 Delete “of ground”

5.22 Edging: add “at each mowing cycle” after the words “blade type edger”

Page 16 of 24

5.31 Delete words “minor” and “repairs” in second sentence

5.34 Delete

5.35 Delete word “repairing” in first sentence and replace “weekly” with “monthly” in first sentence. Delete Toro 570 and add Rainbird 1800.

Page 17 of 24

5.506 Delete words “minor” and “repairs” in second sentence

5.5064 Delete

71-30

Page 19 of 24

5.513 Delete "by October", add between October 1 and October 10

Page 20 of 24

Add: Note: Maintenance activities for high priority fields will be accomplished between 9:00 AM and 2:00 PM

Add Middle School fields to the "notes" at the bottom of the page.

Page 21 of 24

5.6061 Delete "and repairs"

5.6064 Delete

Page 23 of 24

Add: Note: Maintenance activities for high priority fields will be accomplished between 9:00 AM and 2:00 PM

Medium Priority Ballfields and Common Areas

	<u>Medium Priority</u>	<u>Common Acres</u>
Clark HS	227,000	26,000
Armstrong MS	65,000	45,000
Bowman MS	65,000	51,000
Carpenter MS	87,120	32,000
Frankford MS	110,000	93,000
Haggard MS	65,000	41,000
Hendrick MS	65,000	26,000
Murphy MS	135,000	38,000
Renner MS	65,000	46,000
Schimelpfenig MS	65,000	41,000
Wilson MS	87,120	26,000
Rice MS	130,000	120,000

Page 24 of 24

5.7	<u>Campus Function / Task</u>	<u>Minimum</u>
	Tree Trimming	During Proper Season (unless required for code compliance or safety)
	Irrigation	Monthly
	Creeks & Ditches	(No specification in bid packet)

Unimproved or undeveloped ditch lines and creeks will be cleaned, as needed using quotes as additional contract services. The district has approximately 2 to 3 miles of creeks or ditches.

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LANDSCAPE MAINTENANCE SERVICES PROVIDER
CSP 3614 ADDENDA #2
DECEMBER 16, 2004

QUESTIONS AND ANSWERS

The following questions have been submitted and the District Response is in **Bold Type**.

1. Will partnering be allowed in responding to this proposal?

RESPONSE: *On page 3, Statement of Scope, first paragraph, last line, "It is the District's intent to award this proposal to one contractor" and page 6, paragraph 1.11, next to last sentence "Landscape maintenance services will not be subcontracted by Contractor to another company."* It is not the District's intent to limit competition, but we are concerned with having to deal with more than one contractor on this project. The District will consider proposals using partnering (or sub contracting) with the understanding it is the District's prerogative to select a contractor based on what is best for the District and that the District is the sole judge of quality or appropriateness

2. Has there been any consistent complaints on the quality of weed and fire-ant abatement currently seen in your campuses?

RESPONSE: Due to budget constraints the District was required to decrease the landscape contract in 2004-2005 by 15%. This did result in an agreement between the District and the current contractor that resulted in some modified services. The current contractor only has fire ant responsibility on the medium and high priority athletic fields. The District controls all other areas. The District has received a few complaints both internally and externally.

3. What percentage of this contract is required to be carried out by Historically Underutilized Businesses?

RESPONSE: The District collects the HUBS information based on a "Good Faith Effort" required by our School Board. There is not a target percentage.

4. If the District opts to maintain irrigation systems "in house", will the district also maintain the irrigation systems on high and medium priority athletic sports fields?

RESPONSE: The District intends for the irrigation systems for high and medium priority athletic fields to be maintained by the contractor.

5. On page 14 under Section V-Costs, there is a request for Turnkey Irrigation Services Annual Cost, and to answer this we will need the following for each site location:

- a) Brand names of Controllers?

The District currently uses Irratrol, Rainbird, and Buckner (Imperial)

- b) How many controllers?

Approximately 200.

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c) How many zones per controller?
This varies from 12, 18, 24, and 32.

6. On page 16 under section 5.31 the proposal states: Check all irrigation systems at least once per month and under section 5.35 the proposal states: Contractor is responsible for inspecting irrigation systems on a weekly basis. Could you clarify if the systems are to be inspected once per month or once per week?

RESPONSE: Please refer to Addenda # 1 that was issued at the preproposal conference and is available on our web site. Monthly is correct.

7. Is the Aquatic Center included as part of the acreage total under Haggard Elementary and PSHS (please refer to the list of properties)?

RESPONSE: The City of Plano maintains this area.

8. Is The Courtyard Theater building and grounds included in the acreage total for the Cox building (please refer to the list of properties)?

RESPONSE: The City of Plano maintains this area.

9. Please send a list of all the exact property locations that will need winter rye.

RESPONSE: the following locations currently have winter rye: Three Senior High Schools soccer, baseball and softball fields, Clark Stadium, Clark East Field, and the Administration Building.

10. Have there been any additional contractors sign up to bid this contract since the pre-bid meeting?

RESPONSE: Not that I am aware of, but it is possible for someone to download a copy of the specification that we would not be aware of.

Page 9 Insert:

1.27 The District, as a governmental entity, may not be held liable for non-funding of a contract caused through no fault of its own. If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Vendor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.

Plano ISD
LANDSCAPE MAINTENANCE SERVICES PROVIDER
CSP 3614
ADDENDA 3

Post Award Clarifications

Final Documents include the original specifications for Competitive Sealed Proposal # 3614, the submittal made by Dyna-Mist Construction Company, Inc. and Addenda numbers 1,2, and 3.

TERM: The intended contract for Landscape Maintenance and Other Services will be for a three (3) year primary contract period starting from the date of the award of this proposal (January 18, 2005), and two (2) one (1) year mutually agreed upon renewal periods.

PAYMENTS:

Payments for landscape maintenance and mowing services will be made bi-weekly based on the annual cost stated in the proposal divided by twenty-six weeks.

Payments for Turnkey Irrigation Services (as described in paragraph 5.30) are to be one-half of the proposed amount of \$164,400.00, or \$82,200.00 annual cost and will be made on a bi-weekly basis.

All fees and services paid outside of the contract will be paid according to the fee structure within the contract document and will be subject to prior approval by the District's representative before the work is performed.

The following are clarifications or amendments agreed upon by all parties:

1. Additional Landscape Maintenance & Mowing

This statement will allow for changes in campus and athletic field mowing and maintenance services.

Examples include:

- 1) Adding or deleting sites to receive rye grass overseed maintenance
- 2) Additional campuses and athletic facilities such as future Murphy HS

2. Rye Grass Installation

This statement will allow for changes in campus and athletic fields, not included in the specification, to be overseeded with rye grass and establish a cost per square foot.

The rate for this service is \$.01575 per square foot.

3. Athletic Field and Campus Aerification

This statement will allow for increase and decrease in current aerification specifications, addition of new sites, and establish a cost per acre.

The rate for this service is \$60 per acre for athletic fields and \$90 per acre for campuses.

4. **Rough Mow**

This statement will allow for adjustment of the total acreage due to purchase and sale of undeveloped property and establish the cost per acre.

The rate for this service is \$11 per acre per visit.

5. **Amend paragraph 5.30 Irrigation (Turnkey), of the proposal specification, to read:**

5.31 - Check all systems at least every two months. Do a system control analysis and make minor adjustments. All major repairs should be presented to the Contract Services Administrator or designee for approval.

5.32 - Set controllers to provide adequate irrigation with a minimum of 1" per week. Watering schedules must not interfere with the normal functions of the schools or cause inconvenience for students, teachers, staff and visitors.

5.33 - Adjust heads, nozzles, valves, timers and all other components of the irrigation systems as necessary to insure that the systems are working properly.

5.34 - Additional Irrigation: Contractor is required to maintain adequate water coverage around newly constructed or renovated areas.

PLANO INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

DYNA-MIST CONSTRUCTION COMPANY, Inc.

By: _____

Name: _____

Title: _____

Date: _____

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**Plano ISD
LANDSCAPE MAINTENANCE SERVICES PROVIDER
CSP 3614
ADDENDA 3**

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Examples include:

- 1) Adding or deleting sites to receive rye grass overseed maintenance
- 2) Additional campuses and athletic facilities such as future Murphy HS

The rate for this service is \$45.03 per acre per visit.

2. Rye Grass Installation

This statement will allow for changes in campus and athletic fields, not included in the specification, to be overseeded with rye grass and establish a cost per square foot.

The rate for this service is \$.01575 per square foot.

3. Athletic Field and Campus Aerification

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PLANO INDEPENDENT SCHOOL DISTRICT

By: Richard K. Metkin

Name: Richard K. Metkin

Title: Associate Superintendent

Date: 2/20/05

DYNA-MIST CONSTRUCTION COMPANY, Inc.

By: Randy Pummer

Name: Randy Pummer

Title: Executive Vice President

Date: 2/16/05

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 4/10/06		Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Environmental Waste Services Division		Initials	Date
Department Head	Jimmy Foster		<i>JS</i>	4-13-06
Dept Signature:	<i>J. B. Foster</i>		City Manager	<i>JS</i>
Agenda Coordinator (include phone #): Tiffany Stephens x 4264				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS PROVIDING TERMS AND CONDITIONS FOR THE FUNDING FOR A GREEN LIVING IN PLANO RESIDENTIAL EDUCATION CAMPAIGN; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	109,063	0	109,063
BALANCE	0	109,063	0	109,063
FUND(S): ENVIRONMENTAL WASTE SERVICES				
COMMENTS: The grant contract provides funding in the amount of \$109,063 to cover creative and production costs for market research and analysis focused on identifying Plano residents' current levels of participation in "Greer Living" practices.				
STRATEGIC PLAN GOAL: This item relates to the City's Goal of "Service Excellence" and "Premier City for Families".				
SUMMARY OF ITEM				
This project will cover costs for market research and analysis focused on identifying Plano residents' current levels of participation in recycling and waste diversion /"green living" practices, barriers to participation, and preferred and most effective media outlets for influencing behavior. Funding will be used to cover creative and production costs for the Green Living education campaign to be developed and implemented based on the results of the market research and for enhancements to the website. A Green Living Expo will serve as the flagship community event to kick-off the education campaign, with funding covering costs of development and implementation of this event and promotional incentives and giveaways.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR THE FUNDING OF A GREEN LIVING IN PLANO RESIDENTIAL EDUCATION CAMPAIGN; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; 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 governmental functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas and the North Central Council of Governments, providing terms and conditions for a Green Living in Plano Residential Education Campaign; a substantial copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the City has qualified to receive grant funding for this Program from NCTCOG and is of the opinion that utilizing such funding for market research and analysis focused on identifying Plano residents' current levels of participation in recycling and waste diversion "green living" practices, barriers to participation, and preferred and most effective media outlets for influencing behavior; 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, in his absence, an Executive Director, 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.

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Section II. The City Manager or, in his absence, an Executive Director, 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 this the _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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Main Contract # 582-6-78041; Subcontract # 06-04-G01 City of Plano Green Living Education Campaign

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
INTERLOCAL AGREEMENT FOR SOLID WASTE IMPLEMENTATION PROJECT**

This Interlocal Agreement is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality nor the State of Texas is a party to this Interlocal Agreement.

CONTRACTING PARTIES:

The Funding Agency: **North Central Texas Council of Governments**
Herein referred to as **"NCTCOG"**

Funds Recipient: **City of Plano, Texas**
Herein referred to as **"FUNDS RECIPIENT"**

II. SERVICES TO BE PERFORMED:

For the **Plano Green Living Education Campaign**, the FUNDS RECIPIENT shall complete all work as specified or indicated in "Attachment A - Work Program and Schedule of Deliverables of FUNDS RECIPIENT".

III. MAXIMUM FUNDING OBLIGATION:

The maximum funding obligation under this Interlocal Agreement shall not exceed: **One hundred nine thousand and sixty-three dollars (\$109,063)**. The budget details are in Attachment B.

IV. TERM OF CONTRACT:

This Interlocal Agreement is effective **March 15, 2006** and shall terminate **June 15, 2007**. This Interlocal Agreement shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate funds necessary to perform this agreement.

This Interlocal Agreement must be signed and executed **forty-five (45) days** from the effective date stated above.

In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and "FUNDS RECIPIENT has no further duty to perform under terms of this agreement.

V. ADDITIONAL CONTRACT PROVISIONS:

See Attachment C - Schedule for Reimbursement and Reporting, Attachment D - Special Provisions, and Attachment E - General Provisions.

VI. ENTIRE CONTRACT:

This Interlocal Agreement, including all Attachments, represents the entire contract between the contracting parties. Any changes or modifications to this Interlocal Agreement must be in writing. Funds for this subcontract are currently available from the Texas Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to demands upon the source MSWDTRF for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to completion of this Interlocal Agreement. The parties agree that all funding arranged under this Interlocal Agreement is subject to sufficient funds in the MSWDTRF.

The NCTCOG has certified, and the FUNDS RECIPIENT certifies that each has the authority to perform the services contracted for by authority granted in "the Regional Planning Act of 1965," Texas Local Government Code, Chapter 391 and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

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Main Contract # 582-6-78041; Subcontract # 06-04-G01 City of Plano Green Living Education Campaign

COUNCIL OF GOVERNMENTS

PROJECT FUNDS RECIPIENT

North Central Texas Council of Governments

City of Plano, Texas

Funding agency

Local Government

Signature

Signature

Mike Eastland
Name

Name

Executive Director
Title

Title

Date

Date

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Main Contract # 582-6-78041; Subcontract # 06-04-G01 City of Plano Green Living Education Campaign

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Main Contract # 582-6-78041; Subcontract # 06-04-G01 City of Plano Green Living Education Campaign

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- **FINANCIAL REIMBURSEMENT FORMS**
- Example of a **RELEASE OF CLAIMS**

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Main Contract # 582-6-78041; Subcontract # 06-04-G01 City of Plano Green Living Education Campaign

Attachment A. Work Program and Schedule of Deliverables

- | | |
|---|----------------------------|
| 1. <u>Interlocal agreement approved. (Manager)</u> | March 2006 |
| 2. <u>Market Research and Focus Groups</u> | April – June 2006 |
| <ul style="list-style-type: none"> • Identify and hire research firm to conduct focus groups and survey (Supervisor) April 2006 • Develop survey instrument (Supervisor and Project Team) April 2006 • Develop focus group questions (Supervisor and Project Team) May 2006 • Administer survey (Research Firm) May/June 2006 • Analyze and interpret survey results (Research Firm) June 2006 • Conduct focus groups (Research Firm) June 2006 • Compile and interpret results of focus groups (Research Firm) June 2006 | |
| 3. <u>Identify Public Relations Consultant</u> | April-May 2006 |
| <ul style="list-style-type: none"> • Identify PR firms (Supervisor) April 2006 • Prepare and invite request for proposals for creative work and public awareness campaign strategy (Supervisor) April 2006 • Evaluate proposals and hire PR firm May 2006 | |
| 4. <u>Creative Design and Public Awareness Campaign Strategy</u> | June – Sept. 2006 |
| <ul style="list-style-type: none"> • Meet with PR firm to share objectives, vision and desired outcome (Supervisor and Project Team) June 2006 • Develop concepts for creative work (logo, artwork, mascot, media messages) (PR Firm) July 2006 • Present creative concepts for input and approval (PR Firm, Project Team, Supervisor) August 2006 • Present strategy for public awareness campaign (PR Firm, Project Team, Supervisor) Sept 2006 | |
| 5. <u>Implementation of Public Awareness Strategy</u> | Sept. 2006-May 2007 |
| <ul style="list-style-type: none"> • Develop 4 messages and promote on rotating basis via utility bill insert, movie theater ads, truck panels, radio spots, newspaper ads Sept 2006 – May 2007 • Develop and mail 4 postcards over a 8-month period (Project Team, Supervisor) Nov 2006-July 2007 • Develop and run movie theater ads over a 3-month period targeting the holiday season. (Project Team and Supervisor) Oct – December 2006 • Produce and mount truck panels (Project Team, Supervisor) Oct – November 2006 • Develop and air radio spots (Project Team and Supervisor) November 2006 • Develop utility bill insert (Education Coordinator) March 2007 | |
| 6. <u>Green Living Expo</u> | May – November 2006 |
| <ul style="list-style-type: none"> • Conceptualize and develop ideas and format for event (Supervisor, Project Team) May 2006 • Assign areas of responsibility to team May 2006 • Reserve location (Administrative Assistant) March 2006 • Identify and contract entertainers and speakers (Supervisor, Project Team) May 2006 | |

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- Research and compile list of appropriate vendors and educational organizations (Project team) May 2006
- Develop invitation and send to vendors (Education Coordinator, Adm Asst) June 2006
- Identify, order promo items, compost bins, recycle tote bags, spray bottles (Education Coordinator) June 2006
- Prepare ads, press releases and send out to promote event (Educ Coord) Oct/Nov 2006
- Recruit volunteer help, schedule and train (Education Coordinator) Oct/Nov 2006
- Develop hands-on session ideas and contests for Green Living Expo (Project Team, Supervisor) Sept 2006
- Promote contest participation (Project Team, Administrative Assistant) October 2006
- Implement event (Project Team, Supervisor) Nov 2006

7. Web Site Enhancements January – June 2007

- Identify and hire designer (Supervisor) Jan 2007
- Share vision, ideas and concepts (Supervisor, Project Team, Web Designer) Feb 2007
- Design interactive features, game (Web Designer) Feb/March 2007
- Share product, test, evaluate, revamp (Web Designer, Project Team, Supervisor) March 2007
- Deliver finished games and install (Web Designer) April 2007

8. Signage and Banners September – October 2006

- Identify company to make signs and banners and mascots (Educ Coord) Sept 2006
- Identify content for banners and signs (Project Team, Supervisor) Sept 2006
- Share concept for design of mascot (Project Team, Designer, Supervisor) Sept 2006
- Produce signs and banners (Sign Company) Oct 2006
- Develop mascot prototype and get approved (Designer) Sept 2006
- Manufacture mascot Oct 2006

9. Brochure December 2006-February 2007

- Identify objectives of brochure and write content (Supervisor, Educ. Coord) December 2006
- Send to Desktop Publishing for layout and production (Educ Coord, Print shop) Jan/Feb 2007

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Attachment B. Budget and Detailed Cost Sheets

Note: This Budget information is taken directly from the Project Application.

BUDGET ITEM	PROJECT FUNDING AMOUNT	IN-KIND SERVICES	CASH CONTRIBUTION	TOTAL PROJECT
1. Personnel/salaries	\$	\$ 13,790	\$	\$ 13,790
2. Fringe benefits	\$	\$	\$	\$
3. Travel	\$	\$	\$	\$
4. Supplies	\$	\$	\$	\$
5. Equipment	\$	\$	\$	\$
6. Construction	\$	\$	\$	\$
7. Contractual	\$ 79,950	\$	\$	\$ 79,950
8. Other	\$ 29,113	\$ 32,580	\$	\$ 61,693
Total direct charges (sum of lines 1-8)	\$ 109,063	\$ 46,370	\$	\$ 155,433
9. Indirect charges	\$	\$	\$	\$
Total cost (sum of 1-9)	\$ 109,063	\$ 46,370	\$	\$ 155,433

Note: In-kind services should relate only to staff or services directly involved with the funded project. Cash contributions identified in this project budget should be tracked separately from the in-kind services, with the understanding that if in-kind or cash contributions are not provided during the term of the grant, NCTCOG may terminate the grant for non-compliance.

Note: LIST IN-KIND & CASH CONTRIBUTIONS HERE

- Personnel: \$13,790 total
 - Adm. Assistant: 200 hrs. @ \$14.00 = \$2,800
 - Educ. Coordinators (4): 80 hrs. @ \$18.50 = \$5,920
 - Video Producer: 100 hrs. @ \$17.61 = \$1,760
 - Webmaster: 40 hrs. @ \$29.75 = \$1,190
 - Graphic designer: 40 hrs. @ \$23.00 = \$ 920
 - Supervisor: 160 hrs. @ \$25.00 = \$4,000

- Other: \$32,580 total
 - Promotional & volunteer give-aways = \$1,750
 - Printing = \$ 17,430
 - Signage = \$ 2,400
 - Postage = \$11,000

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DETAILED BUDGET SHEET - Line(s) 1, 2 and/or 9: Personnel/Salaries/Fringe Benefits/Indirect Rate

This budget sheet should be completed if any expenses are entered for Personnel/Salaries on Line 1 of the Project Budget Summary; otherwise omit. \$ _____

In the space below, list the names, and titles of individuals whose salaries are paid for in all or in part from project funds. Also indicate if funds are for a new or existing employee.

If your budget lists fringe benefits (line 2) and indirect costs (line 9), you also must provide the following information:

◆ What is your fringe benefit rate: _____%

◆ What is your indirect charge rate*: _____%

* In accordance with the UGMS, indirect charges may be authorized if the applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or by a state single audit coordinating agency. Alternatively, the applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

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DETAILED BUDGET SHEET - Line 3: Project-Funded Travel

This budget sheet should be completed if any expenses are entered for travel on Line 3 of the Project Budget Summary; otherwise omit. \$ _____

The following is an itemized list of the types of travel expenses expected, identifying the parties and purposes involved. In general, all travel is within the North Central Texas region or within Texas. All proposed travel outside Texas **must** be specifically listed and will need specific approval from the NCTCOG and the TCEQ.

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DETAILED BUDGET SHEET - Line 4: Project-Funded Supplies

This budget sheet should be completed if any expenses are entered for supplies on Line 4 of your Project Budget Summary; otherwise omit. \$ _____

This type of expenditures must generally relate to the routine purchase of office supplies (paper, pencils, staple, etc.) or other goods that are consumed in a relatively short period of time in the regular performance of general office activities. (Expenses for food and alcoholic or non-alcoholic beverages are **not** allowable.)

The following is an itemized list of the general types of supplies and their cost that are intended to be purchased with project funding:

<u>Item</u>	<u>Unit Cost</u>	<u>Total Cost</u>
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DETAILED BUDGET SHEET - Line 5: Project-Funded Equipment

This budget sheet should be completed if any expenses are entered for equipment on Line 5 of the Project Budget Summary; otherwise omit. \$ _____

Equipment includes all non-construction related, tangible property having a unit acquisition cost of \$1,000 or more, with an estimated useful life of over one-year. All equipment purchases must be pre-approved by the NCTCOG.

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DETAILED BUDGET SHEET - Line 6: Project-Funded Construction

This budget sheet should be completed if any expenses are entered for construction on Line 6 of the Project Budget Summary; otherwise omit. \$_____

All construction projects **must** be pre-approved by the NCTCOG. Construction costs include facility design, site preparation, and facility construction. Indicate clearly whether construction services are provided by you (project funds recipient) or through subcontracts for outside services.

Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. Appropriate costs that may be included are:

- the cost of materials and labor connected to the construction project;
- the cost of equipment attached to the permanent structure; and the cost of planning the project; and,
- any subcontracts, including contracts for services, performed as part of the construction.

All local government municipal laws and regulations, including UGMS, for bidding and contracting for services must be followed.

The following is an itemized list the construction expenses associated with the funded project, with as many specifications as possible:

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DETAILED BUDGET SHEET - Line 7: Project-Funded Contractual

This budget sheet should be completed if any expenses are entered for contractual services on Line 7 of the Project Budget Summary; otherwise omit. **\$ 79,950**

All contractual expenses **must** be pre-approved by NCTCOG. Expenses included under this category should be for costs for professional services or tasks provided by a firm or individual who is not employed by the project funds recipient other than those related to construction. All local government municipal laws and regulations, including UGMS, for bidding and contracting for services must be followed during the project period.

Any expenses (including legal fees, staff time, travel and communications) related in any way to drafting legislation, lobbying for legislation, or other political activities are **not** allowable under this program.

The following is an itemized list of the contractual expenses associated with the funded project, with as many specifications as possible:

• Public relations firm	\$ 35,000
• Market research firm	18,000
• Mascot design company	4,000
• Entertainment (to be determined)	3,000
• Entertainer	1,500
• Speaker	1,500
• Graphic artist	2,750
• Web designer	5,000
• Focus group company	<u>9,200</u>
	\$ 79,950 TOTAL

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DETAILED BUDGET SHEET -Item 8: Project-Funded Other Expenses

This budget sheet should be completed if any expenses are entered under "other" on Line 8 of the Project Budget Summary; otherwise omit.

"Other" expenses are those for items or services that do not readily fit into any of the previous budget categories.

The following is an itemized list of other expenses:

\$ _____	Postage/delivery	
\$ _____	Telephone/FAX	
\$ _____	Utilities	
\$ <u>2,000</u>	Printing/reproduction	
\$ <u>14,518</u>	Advertising/public notices	
\$ _____	Signage	
\$ _____	Training	
\$ _____	Office space and equipment rentals	
\$ <u>1,545</u>	Basic office furnishings (desks, chairs, filing cabinets, etc.)	
\$ _____	Books and reference materials	
\$ _____	Computer Hardware (under \$1000 & not listed under equipment category)	
\$ _____	Computer Software	
\$ <u>11,050</u>	Miscellaneous other expenses	
	• compost bins (100 @\$30)	\$ 3,000
	• recycle tote bags (1000 @ \$3.25)	3,250
	• spray bottles (800 @ \$2.25)	1,800
	• promotional items	3,000

\$ <u>29,113</u>	TOTAL "other" expenses, equal to the amount entered on Line 8 of the budget summary.
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Attachment C. Reimbursement Requests and Reports

The FUNDS RECIPIENT must submit a "Request for Reimbursement" at least quarterly (**even if no funds were spent**), but not more frequently than once a month, for reimbursement of actual allowable costs.

All Requests for Reimbursement shall be submitted in accordance with the requirements identified in Attachment D, Article 04 "Reimbursement Procedures" of this Interlocal Agreement.

The final Request for Reimbursement must include a Release of Claims as indicated under Attachment E, Article 09, "Release of Claims" of this Interlocal Agreement. An example of such a document can be found in Appendix B.

Reporting along with Reimbursement Requests:

The following represents the reporting schedule for projects funded in fiscal years 2006-07:

DUE DATES FY06-07 PROGRESS REPORTS	REPORTING PERIOD
Quarterly Project Summary/Results Report #1: Due July 5, 2006	March 15, 2006 through June 30, 2006
Quarterly Project Summary/Results Report #2: Due October 5, 2006	July 1, 2006 through September 30, 2006
Quarterly Project Summary/Results Report #3: Due January 5, 2007	October 1, 2006 through December 31, 2006
Quarterly Project Summary/Results Report #4: Due April 5, 2007	January 1, 2007 through March 31, 2007
Final Results Report & Release of Claims Due July 13, 2007	April 1, 2007 through June 15, 2007
Follow-Up Results Report: Due July 31, 2008	One (1) year after completion of the project upon NCTCOG request.

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Attachment D. Special Provisions

Article 01: Purpose of the Interlocal Agreement

The purpose of this Interlocal Agreement is to accomplish the goals of House Bill (H.B.) 3072, 74th Texas Legislature (1995), which amends §361.014, Texas Health and Safety Code Annotated. The Bill relates to distributing solid waste fee revenue funds in support of local and regional solid waste projects consistent with the regional solid waste management plan approved by the NCTCOG and Texas Commission on Environmental Quality (TCEQ). This Interlocal Agreement is to perform specific tasks identified by NCTCOG's Resource Conservation Council (RCC) among several top-ranked local projects during the FY2005 project funding cycle.

Article 02: Limitations and Reporting Requirements

Pursuant to §391 of the Local Government Code, funds received under this Interlocal Agreement will be expended only subject to the limitations and reporting requirements similar to those set forth in this Article:

- Audit and Reporting Requirements that the FUNDS RECIPIENT annually report to the Governor, §391.0095 of the Local Government Code, and 1 TAC §5.83 and §5.87, Governor's Office Regulations.
- FUND RECIPIENT'S Indirect Costs must comply with §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
NOTE: At least once per year, the FUNDS RECIPIENT shall demonstrate to NCTCOG and to TCEQ that its indirect costs are no more than fifteen percent (15%) of its total expenditures.
- Restrictions on FUNDS RECIPIENT Travel Cost, §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
- Restrictions on Use of Alcoholic Beverages, §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
- Restrictions on Lobbying and Nepotism, §391.0116 of the Local Government Code, and 1 TAC §5.89, Governor's Office Regulations.
- Salary Administration Provisions and Schedules, and Position Classification Schedules, §391.0117 of the Local Government Code, and 1 TAC §5.85, Governor's Office Regulations.
- General Limitations on Expenditures, §6.01 of SB 1, General Appropriations Act, 79th Legislative Session.

Article 03. Financial Obligation

The NCTCOG's obligation for expenses authorized under this Interlocal Agreement shall not exceed the maximum amount stated on the first page (page i) of this Interlocal Agreement. The budget expenses authorized under this Interlocal Agreement are in Attachment B.

The FUNDS RECIPIENT is responsible for ensuring that expenditure amounts remain within the total budget limits. The FUNDS RECIPIENT must maintain records and documentation materials consistent with the requirements of this Attachment D "Special Provisions," the Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 Texas Administrative Code (TAC), §§5.141

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et. seq. (collectively, "UGMS"). The FUNDS RECIPIENT must also follow up on any problems identified through its financial monitoring program.

In consideration of full and satisfactory performance hereunder, NCTCOG will be liable to the FUNDS RECIPIENT in an amount equal to the actual costs incurred (up to the maximum amount stated on the first page of this Interlocal Agreement) by the FUNDS RECIPIENT in rendering such performance, subject to the following limitations:

NCTCOG is not liable for expenditures made in violation of Attachment E, Article 24, which outlines supplemental funding standards as defined by the TCEQ. NCTCOG is not liable for any costs incurred by FUNDS RECIPIENT in the performance of this Interlocal Agreement that have not been billed to NCTCOG within **thirty (30) calendar days** following termination of this Interlocal Agreement.

NCTCOG is not liable to the FUNDS RECIPIENT for costs incurred or performance rendered by FUNDS RECIPIENT before commencement of this agreement or after termination of this Interlocal Agreement.

Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Interlocal Agreement, stated guidelines and applicable rules and regulations.

Failure on the part of the FUNDS RECIPIENT to comply with the conditions set forth in this Interlocal Agreement shall be the basis for termination of the Interlocal Agreement and/or the revocation of any unexpended or inappropriately expended funds.

Article 04: Reimbursement Procedures

All payments for approved project expenditures shall be on a cost reimbursement basis only. The NCTCOG reserves the right to withhold or deny payments of funds awarded under this Interlocal Agreement due to incomplete, incorrect, or inconsistent reports or tasks required under this Interlocal Agreement, until the FUNDS RECIPIENT satisfactorily completes, revises, or corrects such services or reports.

Request for Reimbursement (Summary of Project Expenditures): For expenditures already incurred, the FUNDS RECIPIENT shall submit a request for reimbursement **at least quarterly**, but no more frequently than once per month, by the tenth (10th) calendar day following the end of each month for which expenditures are claimed. The FUNDS RECIPIENT must use the required Summary of Project Expenditures (Form PT-F1 and Form PT-F2), with appropriate itemized lists (Forms PT-F2-A through PT-F2-E) submitted with an original signature.

All requests for reimbursement shall provide sufficient documentation, including:

- copy of purchase order(s),
- copy of invoice(s),
- check number and/or electronic transfer number under which payment was made, and
- information concerning the costs incurred to enable the NCTCOG to ascertain the eligibility of a particular expenditure to enable subsequent audits.

Specific guidelines and requirements are given later in this Attachment D for each category of allowed expenditures, in the Articles labeled "Personnel," "Supplies," "Equipment," "Travel," etc.

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The FUNDS RECIPIENT may account for expenses incurred and request reimbursement of outlays under a cash or accrual basis, as defined and authorized by the UGCMA. Under this Interlocal Agreement, an eligible reimbursement cost must have been incurred within the time period indicated on the Request for Funds (Form PT-F1) and the Summary of Pass-Through Grant Expenditures (Form PT-F2); shall have been already paid; or incurred by the last day of the Interlocal Agreement period of performance.

Payments: Upon review and approval of each Request for Funds and Summary of Pass-Through Grant Expenditures, NCTCOG will make payment to FUNDS RECIPIENT, as soon as practicable. At no time will the amount of total payments exceed the maximum amount of authorized project funds as specified on page 1 of the Interlocal Agreement. The Final Request for Reimbursement must be submitted at the end of the Interlocal Agreement period of performance and must include a Release of Claims.

Article 05. Budget Category Adjustments

The FUNDS RECIPIENT may expend funds in excess of those listed for a particular budget category within the approved budget without requiring a formal amendment to this Interlocal Agreement, if:

The FUNDS RECIPIENT adheres to all other requirements of this Interlocal Agreement, concerning obtaining prior written authorization;

- The cumulative dollar amount of all excess expenditures among direct budget categories is equal to or less than 5% of the total budget amount.
- Sufficient funds are available in other budget categories to cover the excess expenditures.
- The transfer will maintain or further the scope and objective of the project as funded by this Agreement. NCTCOG will make the final determination if a transfer furthers the scope and objective of a project.
- The FUNDS RECIPIENT notifies the NCTCOG as soon as practical of the deviation from the budget categories.
- Budget category adjustments/changes for Personnel/Salaries, Equipment, Contractual, Construction and Other expenditures must receive prior written authorization from the NCTCOG. In order to receive approval for a budget category adjustment, FUNDS RECIPIENT must complete and submit a **REQUEST FOR BUDGET REVISION** form.

Article 06. Project Reporting Requirements

The FUNDS RECIPIENT shall prepare and submit to the NCTCOG, a quarterly written progress report concerning performance under this Interlocal Agreement documenting the accomplishments and units of work performed under the Scope of Services of this Agreement. The quarterly "Summary/Results Report of Implementation Project" form must be submitted using the forms provided. The quarterly "Summary/Results Report of Implementation Project" form will be due to the NCTCOG on the days indicated under the Schedule for Reimbursement and Reporting in Attachment C.

The FUNDS RECIPIENT'S Summary/Results Report of Implementation Project report shall contain adequate descriptions of all project activities performed in order to allow the NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning

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timelines in meeting the schedule for required reports will be maintained by the NCTCOG and shared with members of the Resource Conservation Council (RCC).

In particular, any legal research and related legal activities shall be clearly detailed in the progress reports in order to assure the NCTCOG that the activities are not prohibited under Attachment E, Article 24 of this Interlocal Agreement. The FUNDS RECIPIENT shall comply with any reasonable request by the NCTCOG for additional information on activities conducted in order for the NCTCOG to adequately monitor the FUNDS RECIPIENT'S progress in completing the requirements of and adhering to the provisions of this Interlocal Agreement.

A Final Report shall be provided in conjunction with the final request for payment under this Interlocal Agreement. In this Final Report, the FUNDS RECIPIENT shall certify, in writing, the satisfactory completion of all activities and deliverables required under this Interlocal Agreement.

Reimbursement payments under this Interlocal Agreement may be withheld by the NCTCOG until such time as any past due progress reports are received. The Final Report shall consist of the same forms used for the Summary/Results Report of Implementation Project form and the supplemental detailed forms for this project's funding category. The Final Report shall include information on the progress during the last quarter of the project as well as cumulative information from the beginning of the project through its completion.

The FUNDS RECIPIENT also agrees to provide NCTCOG one or more "Follow-up Results" Report(s) documenting the continued impact of this funded project beyond the end date of this agreement. The Follow-up Results Report(s) will be required on a schedule to be provided by NCTCOG, approximately one year after the end of the project funding cycle. The Follow-up Results Report form will be provided by NCTCOG to the FUNDS RECIPIENT later in the funding cycle.

The FUNDS RECIPIENT agrees to provide, throughout the life of the project, additional reports (as requested by the NCTCOG) to document the project's continued results at the culmination of the project.

Timeliness in completing reporting requirements will be monitored by the NCTCOG and reported to the RCC. If the FUNDS RECIPIENT'S is not able to submit a scheduled progress report on time, the FUNDS RECIPIENT must contact the NCTCOG Project Representative for a report extension due date prior to the original submittal date. If the FUNDS RECIPIENT fails to submit the Summary/Results Report of Implementation Project form to NCTCOG's Project Representative upon notice/reminder, this matter will be brought to the attention of NCTCOG's RCC for further resolution. Failure to comply with the requirements of this Article shall constitute a breach of this Interlocal Agreement.

Article 07. Performance Measures

The timeliness of meeting reporting requirements and completion of the original Work Program will be monitored by the NCTCOG and reported to the RCC. Performance on reporting requirement information will be considered as an evaluation criteria for future Requests for Projects. As such, the FUNDS RECIPIENT is cautioned to meet all of the reporting requirements as outlined in Attachment C of this Interlocal Agreement. Prior written notification must be provided to NCTCOG in the event that the FUNDS RECIPIENT is unable to comply with the reporting requirements.

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Article 08. Personnel

In addition to the project funding reimbursement request, all outlays that fall within the "Personnel/Salaries" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT/F2-A. For Personnel/Salaries expenditures, the FUNDS RECIPIENT is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time directly billed to this Interlocal Agreement. Payments from funds provided under this Interlocal Agreement for accruals such as vacation, sick leave, severance pay, or other accruals are allowed only for time during which the employee was employed and performing work under this Interlocal Agreement.

The FUNDS RECIPIENT employee positions covered in this Interlocal Agreement are listed in Attachment B. The FUNDS RECIPIENT must notify and seek approval from NCTCOG for any changes in personnel whose salaries are funded under this Interlocal Agreement.

Article 09. Travel

Only the employees of the FUNDS RECIPIENT assigned to the project should receive reimbursement for travel expenses. All travel for which expenses are claimed must be in connection with the tasks and activities required under this Interlocal Agreement, and shall be in compliance with the State Travel Regulation and Restrictions on Travel Costs as outlined in §391.0115 of the Local Government Code. Except as provided for in this Interlocal Agreement as indicated under Attachment B of the program budget, the FUNDS RECIPIENT shall obtain prior written authorization from the NCTCOG for reimbursement from the travel expense budget category of any travel expenses for persons not employed by the FUNDS RECIPIENT, and for travel by any employee not included in Attachment B of the program budget.

Out-of-state travel should not normally be allowed and will require prior written approval from NCTCOG and TCEQ, prior to the travel event. In order for travel expenses to be reimbursed under the conditions of this Interlocal Agreement, the FUNDS RECIPIENT shall comply with the State Travel Regulations as required by Section 33, Article IX, H.B. 1, and any Restrictions on Travel Costs as outlined in §391.0115 of the Local Government Code.

Documentation should, at a minimum, be consistent with the State Travel Regulations and any Restrictions on Travel Cost. The purpose of the travel shall be documented and supported with any of the appropriate records, such as automobile mileage totals for the reporting period (gasoline receipts will not be accepted for privately owned vehicles), actual receipts for hotel accommodations, public transportation receipts, airline receipts, meal receipts, etc. The reimbursement request must include the itemization of travel expenses on Form PT/F2-A. The FUNDS RECIPIENT is not required to submit a daily or incidental mileage log as a part of Form PT/F2-A. However, mileage trip logs documenting amount of miles traveled per day or per trip, the FUNDS RECIPIENT must maintain destination and purpose of trip as part of the FUNDS RECIPIENT'S records. Such mileage logs must be made available upon request by the NCTCOG or the TCEQ.

Article 10. Consumable Supplies

Expenses shall be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$1,000. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods, which

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are consumed by the FUNDS RECIPIENT in a relatively short period of time, in the regular performance of the general activities funded under this Interlocal Agreement. FUNDS RECIPIENT is expected to conform to the appropriate bid process for purchases according to the FUNDS RECIPIENT'S own internal policies and procedures.

Non-routine expenditures of goods and materials, not falling under the definition of Supplies, should be charged to the "Other" Expense Category. Supporting documentation shall include whatever is necessary to show that the work was performed and the expense incurred. Supporting documentation for reimbursement must include verification that the cost has been paid by the FUNDS RECIPIENT, a copy of the purchase order (if issued) and a copy of the invoice. A request for reimbursement for supplies must include itemized expenses on Form PT/F2-D.

Article 11. Equipment

For the purposes of this Interlocal Agreement, equipment is defined as those items with a unit acquisition cost of \$5,000 or greater. All equipment expenses are subject to prior approval by NCTCOG before purchase.

Subject to the obligations and conditions set forth in this Interlocal Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Interlocal Agreement by the FUNDS RECIPIENT will vest upon acquisition or construction.

Subject to the provisions of this Interlocal Agreement and as otherwise provided by State statutes, property acquired or replaced under this Interlocal Agreement shall be used for the duration of its normally expected useful life to support the purposes of this Interlocal Agreement whether or not the original projects or programs continue to be supported by state funds.

The FUNDS RECIPIENT shall not allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the FUNDS RECIPIENT under this Interlocal Agreement.

The use of property acquired under this Interlocal Agreement, both during the term of this Interlocal Agreement and for the useful life of the property or until compensation is provided to the TCEQ for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the Texas Health & Safety Code Annotated, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

The FUNDS RECIPIENT may develop and use their own property management systems, which must conform to all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the FUNDS RECIPIENT is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the FUNDS RECIPIENT must meet the requirements set forth in this Section.

Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date,

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and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

A physical inventory of all equipment acquired or replaced under this Interlocal Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the FUNDS RECIPIENT shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The FUNDS RECIPIENT shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the FUNDS RECIPIENT should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing. Firearms shall be maintained on the FUNDS RECIPIENT'S inventory system irrespective of cost, and the following equipment with costs between \$500 and \$5,000 shall be maintained on the inventory system: (1) stereo systems, (2) still and video cameras, (3) facsimile machines, (4) VCRs and VCR/TV combinations and (5) cellular and portable telephones.

The FUNDS RECIPIENT may for the purpose of replacing property acquired under this Interlocal Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

The FUNDS RECIPIENT agrees that if a determination is made that any property acquired with funds provided under this Interlocal Agreement with a current per-unit fair market value of \$5,000 or more is no longer needed for the originally authorized purpose, the TCEQ has the right to require disposition of the property by the FUNDS RECIPIENT in accordance with the provisions of this Article.

When during the useful life of property acquired with project funds under this Interlocal Agreement by the FUNDS RECIPIENT and with a current per-unit fair market value of \$5,000 or more, the property is no longer needed for the originally authorized purpose, the FUNDS RECIPIENT agrees to request disposition instructions from the TCEQ. When property acquired by a FUNDS RECIPIENT with project funds provided by the TCEQ under this Interlocal Agreement is no longer needed for the originally authorized purpose, the FUNDS RECIPIENT agrees that this Interlocal Agreement will require the NCTCOG to request disposition instructions from the FUNDS RECIPIENT or, if the NCTCOG is no longer administering a Regional Solid Waste Implementation Project Program, the TCEQ.

The NCTCOG shall, in turn, request authorization from the TCEQ to provide disposition instructions to the FUNDS RECIPIENT. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the Texas Health Safety Code Annotated.

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In cases where the FUNDS RECIPIENT fails to take appropriate disposition actions, the TCEQ may direct the NCTCOG to take excess and disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.

Retain title, sell, or otherwise disposed of with no obligation to compensate the TCEQ or, in the case of a FUNDS RECIPIENT. Retain title after compensating the TCEQ or, in the case of a implementation project funding recipient, the NCTCOG. If the NCTCOG is compensated by a FUNDS RECIPIENT for property acquired using funds provided under this Interlocal Agreement, the NCTCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.

Sell the property and compensate the TCEQ or, in the case of project funding recipient, the NCTCOG. If the NCTCOG is compensated by a FUNDS RECIPIENT for property acquired using funds provided under this Interlocal Agreement, the NCTCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support the goals of this or similar future programs conducted by the TCEQ. The amount due will be calculated by applying the TCEQ percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the project is still active, the net proceeds from sale may be offset against the original cost of the property. When the FUNDS RECIPIENT is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

Transfer title to the TCEQ or, in the case of an implementation project funds recipient, the NCTCOG, or to a third-party designated/approved by the TCEQ. If the FUNDS RECIPIENT participated financially in the original purchase of the property, the FUNDS RECIPIENT may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.

Items of property with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the FUNDS RECIPIENT with no further obligation to the TCEQ. Methods used to determine per-unit fair market value must be documented, kept on file and made available to the TCEQ upon request.

Article 12. Contractual Expenses

No contractual expenditures are eligible for reimbursement under this Interlocal Agreement, unless such contracts' scope of work has been approved ahead of time, in writing, by the NCTCOG. Any amendments to the FUNDS RECIPIENT'S subcontract authorization for reimbursement under this Interlocal Agreement, whether or not such subcontract required NCTCOG's pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Interlocal Agreement, must be approved in writing by the NCTCOG.

Examples of contractual expenses include professional (subcontracted) services. The FUNDS RECIPIENT is expected to conform to the appropriate bidding and contracting laws and regulations according to the FUNDS RECIPIENT'S own internal policies and procedures. In addition, the FUNDS RECIPIENT is required to maintain documentation that the costs incurred

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for contractual expenses (including subcontract expenses) were reasonable and necessary. Please note the specific guidance applicable to project restrictions, especially regarding projects that require a TCEQ permit or registration.

All outlays that fall within the "Contractual" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT/F2-B, to accompany the Request for Reimbursement (Form PT-F2). In addition, the FUNDS RECIPIENT shall attach, for each item listed, legitimate documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed.

Supporting documentation shall include a purchase order marked "received/paid" and an invoice similarly marked, plus a copy of the check under which payment for the expense was made. In the case of subcontractor services, the supporting documentation shall consist of a dated invoice marked "received/paid" showing the amount billed to the FUNDS RECIPIENT, indicating any "past due" amount from previous invoices and a copy of the check.

Article 13. Construction

Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. Examples include: facility design, site preparation and facility construction, including slabs, paving, awning, attendant shelters with sanitation facilities, fencing and lighting, containment berms, and electronic data-recording equipment.

The FUNDS RECIPIENT shall obtain and pay for all construction permits and licenses. The FUNDS RECIPIENT shall also pay all charges of utility owners for connections to the work and for charges associated with capital costs related thereto, such as plant investment fees.

The FUNDS RECIPIENT is expected to conform to the appropriate bidding process according to the FUNDS RECIPIENT'S own internal policies and procedures. In addition, the FUNDS RECIPIENT is required to maintain documentation to support that the cost incurred were reasonable and necessary. Appropriate costs that may be included are:

- a. The costs of planning the project.
- b. The cost of materials and labor connected to the construction project.
- c. The cost of equipment attached to the permanent structure; and
- d. Any subcontracts (including contracts for services) performed as part of the construction.

All outlays that fall within the "Construction" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT/F2-C, to accompany the Request for Reimbursement (Form PT-F2). In addition, the FUNDS RECIPIENT shall attach, for each item listed, legitimate supporting documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed. The supporting documentation shall include a copy of the purchase order marked "received/paid", and an invoice similarly marked plus a copy of the check. In the case of subcontractor services, the supporting documentation shall consist of a dated invoice showing the amount billed to the FUNDS RECIPIENT and any "past due" amount from previous invoices marked "received/paid" indicating the check number. In addition, the FUNDS RECIPIENT is subject to all the requirements related to Title to Equipment and Construction Facilities, as indicated in Attachment D, Article 11.

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Article 14. Other Expenses

No expenses under the "Other" budget category, including computer hardware or software purchases not included under the "Equipment" budget category, shall be eligible for reimbursement under this Interlocal Agreement, unless approved ahead of time, in writing, by the NCTCOG.

The "Other" expenses as identified in Attachment B of the Project Budget are allowed. The restrictions set forth in the Uniform Grant and Contract Management Standards apply. All expenses budgeted under this "Other" category shall be itemized by the project funds recipient when requesting reimbursement. Some expenses that may be appropriate include:

a. Postage/delivery	g. Office Space
b. Telephone/FAX	h. Basic Office Furnishings
c. Utilities	i. Legal Costs
d. Printing/Reproduction	j. Vehicle Maintenance
e. Advertising/Public notices	k. Any others
f. Signage	

The expenses under this budget category must receive NCTCOG's written approval prior to purchase. Again, for these "other" expenditures, documentation for reimbursement must show that the expenses were incurred (a copy of the check), and shall include purchase orders if issued and invoices, or receipts marked "received/paid." Any Request for Reimbursement must include an itemization of the expenses, using Form PT/F2-D.

Article 15. Indirect Expenses

Indirect costs rates under this Interlocal Agreement shall comply with all provisions of §391.0115 of the Texas Local Government Code relating to the restrictions on commission costs, and the FUNDS RECIPIENT shall advise the NCTCOG in writing in the event such compliance will necessitate a reduction or other change to the indirect cost rate(s) set forth in the budget identified under Attachment B.

The Indirect Cost Rate(s) included under Attachment B shall remain in effect subject to formal approval by either a Federal Cognizant Agency, a State Coordinating Agency based on a recent audit performed by an independent auditor, or another funding entity, that specifically examines and reports the indirect cost rate for the FUNDS RECIPIENT accounting period(s) covered under this Interlocal Agreement. The FUNDS RECIPIENT agrees to reimburse the NCTCOG any overpayments received as a result of any final audit finding.

In the event that the FUNDS RECIPIENT'S Federal Cognizant Agency, or State Coordinating Agency approves, prior to the termination date of this Agreement, determines a final audited indirect cost rate which is different from the indirect rate set forth in this Interlocal Agreement, the FUNDS RECIPIENT and the NCTCOG may negotiate a new contract budget and incorporate such into this Interlocal Agreement by way of a contract change. Nothing in this section, or the results of any indirect cost audit or final indirect cost rate approval, shall cause the NCTCOG to owe the FUNDS RECIPIENT more than the FUNDS RECIPIENT amount shown in budget set forth in Attachment B.

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Article 16. In-kind services/Cash Contributions

In reference to the performance of the FUNDS RECIPIENT under this Interlocal Agreement, In-kind Services shall be for staff or services directly involved with the work related activities as defined in the approved work plan. A cash contribution is a monetary contribution to the project budget provided by the FUNDS RECIPIENT.

In-kind Services and Cash Contributions as defined in the approved Project Budget, will be tracked separately with the understanding that in the event that such services and/or contributions are not provided during the term of this Interlocal Agreement, the NCTCOG may terminate the Interlocal Agreement for non-compliance.

The FUNDS RECIPIENT shall track In-kind Services and Cash Contributions separately from project funding and shall itemize those costs on the required Form PT/F2-E, which shall be submitted with each Request for Reimbursement (Form PT-F2).

Article 17. Project Contacts

The NCTCOG hereby designates the person in Article 17 of this Attachment as the individual authorized to give direction to the FUNDS RECIPIENT for the purposes of this Interlocal Agreement. The NCTCOG Project Representative shall not be deemed to have authority to bind the NCTCOG in contract unless the NCTCOG's Executive Director has delegated that person to have such authority.

The FUNDS RECIPIENT shall identify as its Project Representative, the person authorized to receive direction from the NCTCOG, to manage the work being performed, and to act on behalf of the FUNDS RECIPIENT. The FUNDS RECIPIENT'S Project Representative shall not be deemed to have authority to bind the FUNDS RECIPIENT in contract unless the FUNDS RECIPIENT, in writing, specifically specifies such authority to the NCTCOG.

Either party may change its Project Representative as the need arises. In addition, the Project Representative of either party may further delegate his or her authority if necessary, including any delegation of authority to a new Project Representative. The party making any change in the Project Representative shall provide written notice of the change to the other party.

The NCTCOG hereby designates the individual below as the person to give direction to the FUNDS RECIPIENT as Project Representative of NCTCOG:

Kathleen Graham, Senior Planner
NCTCOG Environment & Development Department
P. O. Box 5888; 616 Six Flags Drive, Suite 200
Arlington, Texas 76005-5888
TEL (817) 695-9217 FAX (817) 695-9191
Email: kgraham@nctcog.org

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The FUNDS RECIPIENT hereby designates the individual named below as the person authorized to receive direction from the NCTCOG, to manage the work being performed, and to act on behalf of the FUNDS RECIPIENT as the Project Representative:

Heather Merchant
Environmental Education & Community Outreach Supervisor
City of Plano
P. O. Box 860358
Plano, TX 75086-0358
TEL (972) 769-4111 FAX (972) 769-4219
Email: heatherm@plano.gov

The FUNDS RECIPIENT designates the following location for record access and review:

Environmental Waste Services Division
4200 W. Plano Parkway
Plano, Texas

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Attachment E. General Provisions

Article 01. Eligible Project Funding Recipients

Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from the NCTCOG for an implementation project:

- Cities;
- Counties;
- Public schools through their school districts and school districts (does not include universities or post secondary educational institutions);
- Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities; and,
- Councils of Government.

Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive implementation project funding from the NCTCOG. The TCEQ shall provide, on a quarterly basis, the NCTCOG a list of entities for which fee payments are in arrears. The NCTCOG shall allow a potential implementation project applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed to the state. If the potential applicant provides the NCTCOG with documentation of payment of the fees, such as a canceled check or receipt from the state, or waiver of the fee in question, the NCTCOG may consider that applicant to be eligible to receive implementation project funding under this Interlocal Agreement.

Article 02. Responsibilities of the FUNDS RECIPIENT

The FUNDS RECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the FUNDS RECIPIENT under this Interlocal Agreement.

The FUNDS RECIPIENT shall perform such services as may be necessary to accomplish the work required under this Interlocal Agreement, in accordance with the FUNDING AGENCY and contractual requirements and any and all applicable law.

The NCTCOG may require the FUNDS RECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the FUNDS RECIPIENT to ensure that such reports and services fulfill the purposes of this Interlocal Agreement. The FUNDS RECIPIENT shall make the required corrections or revisions without additional cost to the NCTCOG.

Neither the NCTCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Interlocal Agreement or of any cause of action arising out of the performance of this Interlocal Agreement; and the FUNDS RECIPIENT shall be, and remain liable in accordance with applicable law for all damages to the NCTCOG, including reasonable attorney's fees and court costs caused by the FUNDS

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RECIPIENT'S negligent performance of any of the services furnished under this Interlocal Agreement.

The obligations of the FUNDS RECIPIENT under this Article are in addition to the FUNDS RECIPIENT'S other express or implied assurances under this Interlocal Agreement or applicable law.

Article 03. Oversight of Solid Waste Implementation Project Program

NCTCOG staff, through its designated Project Representative, is responsible for managing the solid waste implementation project program, for negotiating the work scope of services, the budget, and the term of the Interlocal Agreement. NCTCOG staff will review and authorize Requests for Reimbursement; review progress reports and will undertake site visits.

In addition, NCTCOG's Resource Conservation Council (RCC), the regional solid waste advisory committee under the Executive Board, will oversee the comprehensive implementation project program assure compliance with state requirements and achievement of regional objectives. Other oversight duties of the RCC will include arbitration of projects as necessary and review and approval of key contract amendments.

Article 04. Standards for Implementation Projects

The following standards and limitations apply to all implementation project activities funded under this Agreement. The FUNDS RECIPIENT is responsible for ensuring compliance of these standards in the following project categories.

Local Enforcement. This category consists of projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, funding recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations. Examples of categories eligible for funding include equipment such as vehicles, communications equipment, and surveillance equipment as well as program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance. Also eligible for funding is protective gear and supplies and educational materials. Funding limitations specific to this category are set forth in this Section.

Funds may not be provided to any law enforcement agency regulated by Chapter 415, Texas Government Code, unless: (a) the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Standards and Education pursuant to Chapter 415, Texas Government Code; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations

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pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.

Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

Source Reduction and Recycling. This category includes projects that provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. Funded activities may include: facility design and construction; equipment, such as chippers, balers, crushers, recycling and composting containers, trailers, forklifts, and trucks; program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, and training; and, educational materials; printing and advertisement expenses. Funding limitations specific to this category are set forth in this Section.

Programs and projects funded under this category shall have as a goal and be designed to provide a measurable effect on reducing the amount of municipal solid waste being disposed of in landfills.

Any program or project funded with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Projects funded under this Interlocal Agreement may not include programs dedicated to the collection and/or recycling of automotive wastes, to include scrap tires, used oil, oil filters, antifreeze, or lead-acid batteries. This restriction includes the purchase of equipment to shred or split scrap tires. However, this restriction does not apply to the ancillary collection of these materials as part of a comprehensive Household Hazardous Waste Collection facility or program.

Local Solid Waste Management Plans. This category includes projects to develop and have adopted by the TCEQ a local solid waste management plan, in accordance with Subchapter D, §363 of the Texas Health & Safety Code, as implemented by TCEQ rule, 30 TAC Chapter 330, Subchapter O, or to amend an existing local solid waste management plan that has been

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adopted by the TCEQ. Funding limitations applicable to this category are set forth in this Section. The local planning area must be consistent with one or a combination of local solid waste management planning sub-regions identified by the NCTCOG in the regional solid waste management plan.

Funding provided under this category may not be used for final engineering work, designs, or construction plans. At least one year should be allowed for the completion and adoption of the local plan.

Citizens' Collection Stations and "Small" Registered Transfer Stations. This category includes projects to construct and equip citizens' collection stations, as these facilities are defined under 30 TAC §330.2, TCEQ Regulations. Municipal Solid Waste Transfer Stations that qualify for registration under §330.4(d)(1) - (3) or §330.4(r) of the TCEQ Regulations may also be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded. The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.4(d) or §330.4(r), TCEQ Regulations, may be funded. Other permitted or registered transfer stations may not be funded.

A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded.

Funds may be used for projects funded for these types of facilities shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Funds may also be used for periodic community collection events, held not more frequently than four times per year, to provide for collection of residential waste materials for which there is not a readily-available collection alternative, such as large and bulky items that are not picked up under the regular collection system.

Transfer stations that qualify for a registration solely due to their location within a permitted municipal solid waste facility, under §330.4(d)(4), may not be funded.

Municipal solid waste transfer stations that qualify for a registration only under the provisions of §330.4(q) of the Municipal Solid Waste regulations allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of §330.4(d) of the Municipal Solid Waste regulations, may not be funded. However, those components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.

Municipal Solid Waste transfer stations that are used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under §330.4(r) of the Municipal Solid Waste regulations may be funded under this category. Specifically, §330.4(r) of the regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.

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Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed may not be funded.

Transfer stations that require a registration must have already received that registration from the TCEQ before a grant may be awarded.

Household Hazardous Waste Management. This category includes projects that provide a means for the collection, recycling or reuse, and/or proper disposal of household hazardous waste, including household chemicals and other materials. Projects may include collection events, consolidation and transportation costs associated with collection activities, recycling and/or reuse of materials; proper disposal of materials; permanent collection facilities, and education and public awareness programs. Funds may also be used to support Texas Country Cleanup events, conducted in conjunction with the TCEQ. Funding limitations specific to this category are set forth in this Section.

Projects under this category must be coordinated with the TCEQ HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

Funds provided under this Interlocal Agreement may not be used for programs and activities related to the collection and management of commercial, industrial, and hazardous wastes.

Funds provided under this Interlocal Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded from disposal in municipal solid waste landfills. However, collection of these materials may be included as part of a comprehensive Household Hazardous Waste collection and management program, so long as that is not the sole intent of the program.

Technical Studies. This category includes projects which include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local level. Projects under this category may also include research and investigations to determine the location and boundaries of closed municipal solid waste landfills in support of the regional solid waste landfill inventory program. Funding limitations specific to this category are set forth in this Section.

All technical studies shall be consistent with the adopted regional solid waste management plan, and prepared in accordance with the Content and Format Guidelines provided by the TCEQ.

Funding may not be used for final engineering work, designs, or construction plans.

A landfill or landfiling may be the topic of a technical study only if it is part of an overall, integrated solid waste management system. However, this restriction does not apply to research related to an inventory of closed municipal solid waste landfill sites.

Litter/Illegal Dumping Cleanups and Community Cleanup Events. This category includes ongoing and periodic activities to clean up litter and illegal dumping of municipal solid waste, to include lake and river cleanup events conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup Program. Projects included under this category may include general community cleanup events designed to involve the residents and community in

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periodic cleanup of litter and trash within the community as well as waste removal; disposal or recycling of the removed materials; fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems is also included. Reuse or recycling options should be considered for managing the materials collected, to the extent feasible. Funding limitations specific to this category are set forth in this Section.

Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.

Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 non-hazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 non-hazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Interlocal Agreement.

All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, the NCTCOG may consider withholding at least ten (10) percent of the reimbursements under this Interlocal Agreement, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily available collection alternative, are eligible. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. Funding limitations specific to this category are set forth in this Section.

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Educational and Training Projects. Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. This category may be used for "stand-alone" educational projects dealing with a variety of solid waste management topics. This category may include funding for information-exchange activities, subject to the other limitations on travel expenses. Funding limitations specific to this category are set forth in this Section.

Programs and projects funded under this category shall be primarily related to issues involved in the management of municipal solid waste. Education or training events that cover a broader range of environmental issues may be funded on a partial basis appropriate to the extent to which municipal solid waste issues are covered.

Article 05. Monitoring Requirements

NCTCOG shall conduct periodic analysis of FUNDS RECIPIENT'S performance under this Interlocal Agreement for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Interlocal Agreement or as subsequently amended, are achieved by the FUNDS RECIPIENT.

NCTCOG may periodically monitor the FUNDS RECIPIENT for:

- The degree of compliance with the terms of this Interlocal Agreement, including compliance with applicable rules, regulations, and promulgations referenced herein
- The administrative and operational effectiveness of the project
- NCTCOG Project Representative must visit the FUNDS RECIPIENT facility and certify in writing that equipment is on site in order for FUNDS RECIPIENT to receive reimbursement for equipment expenditures.

Article 06. Compliance with Applicable Laws

The FUNDS RECIPIENT shall, except as otherwise provided in this Interlocal Agreement, be responsible for giving notices, obtaining any necessary licenses and permits, complying with all provisions of this Interlocal Agreement, including, but not limited to, all applicable State, Municipal and Local laws, ordinances, rules, regulations and order of any public authority, in connection with the work required by this Interlocal Agreement. The main governing standards include, but may not be limited to, the following:

- §361.014. TEX. HEALTH and SAFETY CODE ANN. (as amended by H.B. 3072, 74th Texas Legislature);
- §330.569 of the TCEQ Municipal Solid Waste Regulations (30 TAC Chapter 330); and
- The Uniform Grant and Contract Management Act, TEX. GOV'T CODE ANN., §§783.001 et. Seq., and the Uniform Grant and Contract Management Standards, 1 Texas Administrative Code (TAC), §§5.141 et. seq. (collectively, "UGCMA").

If the FUNDS RECIPIENT or NCTCOG observes that this Interlocal Agreement is at variance in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Interlocal Agreement modification.

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Article 07. Uniform Grant and Contract Management Act

The provisions of the Uniform Grant and Contract Management Act ("UGCMA") apply to this Interlocal Agreement to the extent required by law.

Article 08. Accounting Systems

The FUNDS RECIPIENT shall have an accounting system that accounts for costs in accordance with Generally Accepted Accounting Standards or Principles, and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The FUNDS RECIPIENT must account for costs in a manner consistent with such standards or principles.

Article 09. Release of Claims

Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement for such work, or prior to settlement upon termination of this Agreement, and as a condition to final payment/settlement, the FUNDS RECIPIENT shall execute and deliver to the NCTCOG a release of all claims against the NCTCOG arising under or by virtue of this Interlocal Agreement.

Article 10. Access/Examination of Records

The FUNDS RECIPIENT shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Interlocal Agreement, including but not limited to, negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the FUNDS RECIPIENT'S office. During the conduct of any such review, audit or inspection, the FUNDS' RECIPIENT'S books, records, and other pertinent documents may, upon prior conference with the FUNDS RECIPIENT, be copied by NCTCOG. All such information shall be handled by the parties in accordance with good business ethics. The FUNDS RECIPIENT shall provide proper facilities for such access and inspection.

The FUNDS RECIPIENT shall also maintain and make available at its designated location the financial information and data used by the FUNDS RECIPIENT or its designee (including independent financial auditors) in the preparation and support of any cost submission or cost (direct and indirect), price or profit analysis for this Interlocal Agreement or any negotiated Sub-Agreement or change order, and a copy of the cost summary shall be submitted to the NCTCOG.

The NCTCOG, or any of its duly authorized auditors or representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, audit or inspection.

The records to be thus maintained and retained by FUNDS RECIPIENT shall include (without limitation):

- personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of FUNDS RECIPIENT'S employees working full or part time on the work, as well as canceled payroll checks or signed receipts for payroll payments in cash;

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- invoices for purchases, receiving and issuing documents, and all other unit inventory records for FUNDS RECIPIENT'S stocks or capital items; and
- paid invoices and canceled checks for materials purchased, subcontractor costs, and/or any other third parties' charges.

Records under section (a) above shall be maintained and made available during the entire period of performance of this Interlocal Agreement and until three (3) years from the date of the final NCTCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.

Access to records is not limited to the required retention periods. The authorized representatives designated in Attachment D, Article 17 of this Interlocal Agreement shall have access to records at any reasonable time for as long as the records are maintained. Access to records applies to financial records pertaining to all subagreements and related changes, to the extent the records reasonably pertain to subagreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the subagreement is terminated for default or for convenience. The NCTCOG reserves the right to require reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the FUNDS RECIPIENT on work performed under this Interlocal Agreement.

Article 11. Audits

The FUNDS RECIPIENT shall engage an independent financial auditor and conduct an annual audit of the FUNDS RECIPIENT financial statements in accordance with the Single Audit provisions of the USMS and those listed in this Article. The FUNDS RECIPIENT shall deliver to the NCTCOG each audit report within fifteen (15) calendar days of completion of the audit report. The FUNDS RECIPIENT is responsible for including the Single Audit requirements in all sub-agreements and shall be responsible for insuring adherence to those requirements by all subcontractors.

All terms used in connection with audits in this Interlocal Agreement shall have the definitions and meanings assigned in the Single Audit Circular in the UGMS.

Provisions of the Single Audit Circular in Part IV of the UGMS shall apply to all non-state entities expending the funds of this grant, whether they are recipients, receiving the funds directly from the NCTCOG or are sub-recipients, receiving the funds from a pass-through entity (a recipient or another sub-recipient). In addition, the FUNDS RECIPIENT shall require the independent auditor to supply all audit work papers substantiating the work performed, at the request of the NCTCOG or its designee. Audits shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

Article 12. Insurance and Liability

The FUNDS RECIPIENT understands and agrees that it shall be liable to repay and shall repay upon demand to NCTCOG any amounts determined by NCTCOG, its independent auditors, or any agency of state government any funds which have been paid in violation of the terms of this Interlocal Agreement.

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Article 13. Hazardous Substances, Waste Disposal and Manifests

The FUNDS RECIPIENT shall comply with all applicable laws and regulations, including but not limited to, those relating to hazardous substances, waste disposal, and manifests. The FUNDS RECIPIENT shall ensure that the same requirement will be incorporated into sub-agreements and/or subcontracts awarded under the provisions of this Interlocal Agreement.

Article 14. Conflicts of Interest

No employee, officer or agent of the FUNDS RECIPIENT shall participate in selection, or in the award or administration of a contract supported by State funds, if a conflict of interest, real or apparent, would be involved:

- The employee, officer or agent.
- Any member of his immediate family.
- His or her partner.
- An organization which employs, or is about to employ any of the above.

Such a conflict arises when any of the above has a financial or other interest in the subcontractor selected. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontractors. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violation of such standards by the FUNDS RECIPIENT officers, employees, or agents, or by contractors or their agents as specified in the Uniform Grant Management Standards. The FUNDS RECIPIENT shall notify the NCTCOG immediately upon discovery of any potential or actual conflict of interest. The FUNDS RECIPIENT agrees that the NCTCOG and the TCEQ have sole discretion to determine whether a conflict of interest exists and that the NCTCOG may terminate this Interlocal Agreement at any time, on the grounds of actual or apparent conflict of interest.

The FUNDS RECIPIENT shall notify the NCTCOG in writing of any actual, apparent, or potential conflict of interest regarding any individual performing or having access to information regarding the services in question. As applicable, the notification shall include both organizational conflicts of interest and personal conflicts of interest. Any individual with a personal conflict of interest shall be disqualified from taking part in any way in the performance of any services that created the conflict of interest.

Article 15. Survival of Obligations

All representations, indemnification's, warranties and guarantees made in, required by or given in accordance with this Interlocal Agreement, as well as all continuing obligations indicated in this agreement, will survive final payment, completion and acceptance of the service and termination or completion of the Interlocal Agreement.

Article 16. Contractual Costs

The FUNDS RECIPIENT'S contractual costs must comply with allowable cost requirements. FUNDS RECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If the FUNDS RECIPIENT has

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no competitive procurement policy, the FUNDS RECIPIENT must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All sub-agreements/subcontracts awarded by the FUNDS RECIPIENT under this Interlocal Agreement shall be in accordance with the Uniform Grant Management Standards adopted by the Governor's Office of Budget and Planning.

Article 17. Changes to Interlocal Agreement

A Major Change will include one or more of the following:

- (1) An increase or decrease in the amount of compensation to the FUNDS RECIPIENT;
- (2) An extension or shortening of the term of the Agreement
- (3) A significant change in the scope of the Agreement or the services to be performed; or
- (4) Any action that is beyond the authority of the Executive Director of the NCTCOG.

Implementation of a Major Change must be preceded by a formal written amendment to the agreement. The amendment must contain a description of the proposed change and shall be signed by persons authorized to bind each party in contract. Any amendment that exceeds the contractual authority of the Executive Director of NCTCOG also requires the consent, at Agenda, of a majority of the NCTCOG Executive Board.

Any proposed change that is not a Major Change may qualify as a Minor Change. A Minor Change shall require the written agreement of both Project Representatives but shall not require a formal amendment to the contract. A copy of the authorization must be retained in the appropriate file of both the FUNDS RECIPIENT and the NCTCOG.

If the FUNDS RECIPIENT requests a Minor Change and the Project Representative does not approve the request as a Minor Change, then the change shall be deemed a Major Change and the FUNDS RECIPIENT may only obtain authorization to proceed by a formal written amendment to this Interlocal Agreement.

Article 18. Severability

All parties agree that should any provision of this Interlocal Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Interlocal Agreement, which shall continue in full force and effect.

Article 19. Intellectual Property

For the purpose of this Article, "intellectual property" refers to:

- Any discovery or invention for which patent rights may be acquired;
- Any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials; and;
- Any other materials for which intellectual property rights may be obtained.

If the FUNDS RECIPIENT first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property during the course of its work under this Agreement, it shall report that fact to the NCTCOG.

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The FUNDS RECIPIENT may obtain governmental protection for rights in the intellectual property. However, the NCTCOG hereby reserves a nonexclusive, royalty-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. The NCTCOG also reserves a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the FUNDS RECIPIENT obtains rights with funds received under this Interlocal Agreement.

In performing work under this Interlocal Agreement, the FUNDS RECIPIENT shall comply with all laws, rules and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold the NCTCOG harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the NCTCOG against, any claims for infringement related to its work under this Agreement.

The FUNDS RECIPIENT expressly acknowledges that persons with visual impairments may not expend state funds in connection with the purchase of an automated information system unless that system meets certain statutory requirements under §2157.005 of the Government Code, relating to accessibility. Accordingly, the FUNDS RECIPIENT represents and warrants to the NCTCOG that the technology provided to the NCTCOG for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating displays, and customizable display appearances.

Article 20. Correspondence

All project related notices, reports and other contractual communications under this Interlocal Agreement shall be sent to the NCTCOG Project Representative as specified under Attachment D, Article 17. All such communications shall be considered duly given if hand delivered; delivered by nationally recognized courier service, or mailed by certified or registered mail, return receipt requested. All such communications shall be deemed given when received, as evidenced by the signed acknowledgment of receipt by the recipient; the confirmation of delivery by the courier service; or the receipt returned by the sender.

Article 21. Data and Publicity

All data and other information developed under this Interlocal Agreement shall be furnished to the NCTCOG and shall be public data and information, with exception to the extent it is exempt from public access by the Texas Open Records/Public Information Act, Vernon's TEX. GOV'T CODE § 552. Upon termination of this Agreement, all data and information shall become the joint property of the NCTCOG and the FUNDS RECIPIENT.

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Article 22. Assignability

This Interlocal Agreement is not transferable or otherwise assignable by the FUNDS RECIPIENT without the written consent of the NCTCOG. Any attempted transfer is void without the written consent of the NCTCOG.

Article 23. Sub-agreements and Subcontracts

All contractual expenditures using funds provided under this Interlocal Agreement shall meet UGCMA, and all procurement laws, applicable to the FUNDS RECIPIENT and subcontractor, including the Professional Services Procurement Act. Note that the Common Rule of OMB Circular A-102, as adopted in the UGCMA, precludes the use of the cost plus a percentage of cost method of contracting.

Any subcontractor acquired by the FUNDS RECIPIENT in connection with the services covered by this Interlocal Agreement will be limited to such individuals or firms, scope of work, and budget amounts as are specifically (1) identified herein; or as (2) approved by the NCTCOG during the performance of this Interlocal Agreement prior to execution of a contract with the subcontractor. Any substitution in such subcontractor, the scope of work, and budget amounts will be subject to the prior written approval of the NCTCOG.

The FUNDS RECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The FUNDS RECIPIENT shall ensure that all subcontractors comply with Article 10, Access/Examination of Records and all other provisions required by this Interlocal Agreement. The NCTCOG reserves the right to perform an independent audit of all subcontractors.

Funds provided by the NCTCOG pursuant to this Interlocal Agreement that are paid to the subcontractor shall be used by the subcontractor solely to satisfy the purposes of this Interlocal Agreement.

Article 24. Supplemental Funding Standards

In addition to the standards set forth in applicable laws and regulations, the standards outlined below apply to all uses of the funds provided under this Interlocal Agreement including the implementation projects awarded funds by the FUNDS RECIPIENT. Unless authorization is otherwise specifically provided for in or under the terms of this Interlocal Agreement, the use of funds provided under this Interlocal Agreement, to include funds provided for pass-through grants, shall be in accordance with the supplemental funding standards set forth in this Article.

Payment of Fees. Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.

Land Acquisition Costs. Funds provided under this Interlocal Agreement may not be used to acquire land or an interest in land.

Municipal Solid Waste-Related Programs Only. Funds provided under this Interlocal Agreement may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.

Programs Solely Related to Collection of Certain Wastes. Funds provided under this Interlocal Agreement may not be used for programs and activities solely related to the

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management of automotive wastes, to include: scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other similar wastes excluded from disposal in MSW landfills. Funds may also not be used for the processing of scrap tires, such as through the purchase of equipment to shred or split the tires. However, the collection of these materials may be included as part of a comprehensive household hazardous waste collection and management program, so long as that is not the sole intent of the program.

Activities Related to the Disposal of Municipal Solid Waste. Except as may be specifically authorized under an eligible project category, funds provided under this Interlocal Agreement may not be used for activities related to the disposal of municipal solid waste.

This restriction includes solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste that is to be disposed of; any landfill-related facilities or activities. This also includes the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. This provision does not apply to activities specifically included under an authorized project category, to include landfill scales, citizens' collection stations, and small registered transfer stations.

Projects Requiring a TCEQ Permit. Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of bio-solids for beneficial use. The applicant and/or the FUNDS RECIPIENT should request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

Projects Requiring TCEQ Registration. Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be finally received before that project can be selected for funding.

Projects that Create a Competitive Advantage Over Private Industry. In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this Interlocal Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.

Supplanting Existing Funds. Funds provided under this Interlocal Agreement may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same and that were active at the time of the project application, and were funded from a source other than a previous solid waste project, are not eligible for project funding. This provision does not apply to the salaries for staff of the FUNDS RECIPIENT in its conduct of activities under this Interlocal Agreement.

Food/Entertainment Expenses. Funds provided under this Interlocal Agreement may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.

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Use of Alcoholic Beverages. Funds provided under this Interlocal Agreement may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.

Funds to Law Enforcement Agencies. Funds provided under this Interlocal Agreement may not be provided to any law enforcement agency regulated by Chapter 415 of the Texas Government Code, unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415 of the Texas Government Code, or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

Article 25. Identification of the Funding Source

The FUNDS RECIPIENT must acknowledge the financial support of the NCTCOG and the State of Texas whenever work funded, in whole or part, by this Interlocal Agreement, is publicized or reported by news media or publications. All reports and other documents completed as a part of this Interlocal Agreement, other than documents prepared exclusively for internal use within the NCTCOG, shall carry the following notation on the front cover or title page:

"Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality."

Article 26. Theme Phrase For Public Education Materials

The FUNDS RECIPIENT is encouraged to use the phrase, "*Take It Personally!*" on all written documents, publicity, and advertisement materials produced for public education purposes. This consistent image that will appear on all materials distributed by the FUNDS RECIPIENT will promote an understanding of the program, its mission, and its interconnectedness with other issues and programs. For the NCTCOG region, the slogan for all environmental, resource conservation, outreach activities is "*Take It Personally!*" NCTCOG will furnish the FUNDS RECIPIENT with camera-ready artwork of this phrase for imprinting purposes upon request.

Article 27. Americans With Disabilities Act Requirements

The FUNDS RECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101- 12213 (Pamph 1995).

Article 28. Employment Practices

The FUNDS RECIPIENT agrees that in the performance of this Interlocal Agreement, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The FUNDS RECIPIENT assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this Interlocal Agreement.

Article 29. Statutes Relating to Nondiscrimination

The FUNDS RECIPIENT shall comply with all applicable state and federal statutes relating to nondiscrimination that include, but are not limited to, those listed in the Uniform Grant Management Standards.

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Article 30. Utilization of Small, Minority, and Women's Business Enterprises

The FUNDS RECIPIENT agrees that qualified Historically Underutilized Businesses shall have the maximum practicable opportunity to participate in the performance of this Interlocal Agreement.

Article 31. Safety and Protection

Where applicable, the FUNDS RECIPIENT shall be responsible for maintaining and supervising all necessary safety precautions and programs in connection with the work/services performed under this Interlocal Agreement.

Article 32. Energy Efficiency Standards

The FUNDS RECIPIENT is encouraged to follow standards and policies on energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163).

Article 33. Force Majeure

A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage.

Provided this Interlocal Agreement is still in force, and subject to the conditions below, if a delay or failure of performance by either party results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event if, and to the extent that:

- the delay or failure was beyond the control of the party affected and not due to its fault or negligence; and
- the delay or failure was not extended because of the affected party's failure to use all diligence to overcome the obstacle or to resume performance immediately after the obstacle was overcome.

No time extension shall be granted under this Article unless the party seeking relief has notified the other in writing within a reasonable time after commencement of the event, of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the timetable by which the FUNDS RECIPIENT intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.

The NCTCOG shall be responsible for costs related to a force majeure event, only if they are incurred by the FUNDS RECIPIENT after the prior written request by the NCTCOG Project Representative, to incur such costs. Neither NCTCOG nor the FUNDS RECIPIENT shall have, and both hereby waive, any claim whatever for any damages resulting from delays caused by force majeure events.

Article 34. Termination of Interlocal Agreement

This Interlocal Agreement shall terminate upon full performance of all requirements contained herein, unless this Interlocal Agreement is amended in writing.

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This agreement may be terminated in whole or in part in writing by either contracting party in the event of substantial failure by the other party to fulfill its obligation under this Interlocal Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given:

Not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and an opportunity for consultation with the terminating party prior to termination.

This Interlocal Agreement may be terminated in whole or in part in writing by NCTCOG for its convenience, provided that the FUNDS RECIPIENT is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate. Circumstances in which NCTCOG may terminate for convenience include, but are not limited to, the Texas Legislature's withdrawal of appropriations for this project or the FUNDS RECIPIENT'S continued or repeated failure to perform tasks and submit reports in a complete, correct and consistent manner.

If termination for default of this Article, or for reduction or loss of Legislative appropriations of this Article is effected by NCTCOG, an adjustment in the Interlocal Agreement amount shall be made, but: no amount shall be allowed for anticipated profit on unperformed services, tasks or other work; and

Any payment due the FUNDS RECIPIENT at the time of termination may be adjusted to the extent of any reasonable additional costs incurred by NCTCOG by reason of THE FUNDS RECIPIENT'S default. The equitable adjustment for any termination shall provide for payment to the FUNDS RECIPIENT for services rendered and expenses incurred by the FUNDS RECIPIENT relating to contracts entered into prior to the termination, in addition to termination settlement costs reasonably incurred by the FUNDS RECIPIENT relating to contracts entered into prior to the termination.

Upon receipt of a termination notice the FUNDS RECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the FUNDS RECIPIENT in performing this Interlocal Agreement, whether completed or in progress.

Upon termination of this Interlocal Agreement, the NCTCOG may take over the work and prosecute the same to completion by agreement with another party or otherwise. If, after termination for failure of the FUNDS RECIPIENT to fulfill its contractual obligations, it is determined that the FUNDS RECIPIENT had not so failed, the termination shall be deemed to have been effected for the convenience of the NCTCOG.

If any delay or failure of performance is attributed to an event as defined in Force Majeure, the FUNDS RECIPIENT may in its sole discretion terminate this Interlocal Agreement in whole or in part. If such termination is effected, an equitable adjustment shall be made in accordance with this Article.

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Definitions

Wherever used in this Interlocal Agreement, the following terms have the meaning indicated which are applicable to both the singular and plural thereof. This list is not meant to be inclusive nor exclusive of all pertinent grant definitions:

Accrued expenditures: The charges incurred by the grantee during a given period requiring the provisions of funds for: (1) Goods and other tangible property received; (2) services performed by employees, contractors, subcontractors, and other payees, and (3) other amounts becoming owed under programs for which no current services or performance is required, such as annuities, insurance claims, and other business payments.

Accrued income: The sum of (1) earnings during a given period from services performed by the grantee and goods and other tangible property deliverable to purchasers; and (2) amounts becoming owed to the grantee for which no current services or performance is required by the grantee.

Acquisition cost: For equipment purchases, means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make that property usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance shall be included or excluded from the unit acquisition cost in accordance with the grantee's regular accounting practices.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which clarify, correct or change the Proposal Requirements or the Agreement.

Administrative requirements: Those matters common to grants in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from "programmatic" requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.

Cash contribution: The FUNDS RECIPIENT'S cash outlay, including the outlay of money contributed to the FUNDS RECIPIENT by other public agencies and institutions, and private legislation, federal funds received from other assistance Agreement may be considered as FUNDS RECIPIENT cash contributions.

Common rule: Part III of the Uniform Grant Management Standards, which were promulgated by the Texas Governor's Office of Budget and Planning pursuant to the Uniform Grant Conditions and Management Act, Texas Government Code Chapter 783.

Contract Documents: The Interlocal Agreement and the documents that are described in and incorporated into the Interlocal Agreement. Together, the Contract Documents form the contract between the parties.

Contract Price: The moneys payable by the NCTCOG to the FUNDS RECIPIENT for completion of the work in accordance with the Contract Documents as stated in the Interlocal Agreement (subject to the provisions included in the Interlocal Agreement).

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Contract Times: The number of days or dates stated in the Interlocal Agreement to complete the work so that it is ready for final payment.

Cost sharing or matching: The value of the third party in-kind contributions and the portion of the costs of a State assisted project or program not borne by the State.

Cost-type Contract: A contract or subcontract under a grant in which the FUNDS RECIPIENT or subcontractor is paid on the basis of the costs it incurs, with or without a fee.

Equipment: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A FUNDS RECIPIENT may use its own definition of equipment provided that such definition would include all equipment defined above.

Expiration Date of the Interlocal Agreement: The date indicated in the Interlocal Agreement as the date that the Interlocal Agreement terminates (end date of the Interlocal Agreement).

Financial Completion: In the opinion of the Funding Agency (NCTCOG and TCEQ), the work as outlined in the Interlocal Agreement is complete.

Funding Agency: The Texas Commission on Environmental Quality through the North Central Texas Council of Governments.

Government: A Federal or State agency or a local government.

Historically Underutilized Business (HUB): As defined by Texas law and delineated in the State Purchasing and General Services Act, as amended September 1, 1995, a historically underutilized business as a corporation or a partnership in which fifty-one percent (51%) or more of the corporation's stock (or other equitable securities) or partnership's assets and interest are owned by one or more socially disadvantaged persons, who have a proportionate interest and actively participates in the corporation or partnership control, operation, and management. If the business is a sole proprietorship, the socially disadvantaged person must completely own, operate and control the business. Socially disadvantaged persons include members of certain groups including African Americans, Hispanic Americans, American Women, Asian Pacific Americans, and Native Americans.

Intellectual Property: (1) any and all inventories, discoveries, improvements, or creations for which copyright, trade secret, patent or other proprietary rights may be acquired, (2) any photographs, graphic designs, plans, drawings, specifications, computer programs, computer files, documentation, technical reports, operating manuals, or other copyrightable materials, and (3) any other work fixed in any tangible medium of expression which can be perceived, reproduced, or otherwise communicated for which copyright, trade secret, patent or other proprietary rights may be acquired.

Intellectual Property Rights: Patents, trademarks, trade secret rights, confidential information rights or any other proprietary rights to which a person may be entitled or may actually possess. Intellectual Property Rights include all rights of ownership and original authorship throughout the world.

Interlocal Agreement: The "NCTCOG Interlocal Agreement" which contains the salient terms of the Agreement between the FUNDS RECIPIENT and the NCTCOG and covers the work to

Main Contract # 582-6-78041; Subcontract # 06-04-G01 City of Plano Green Living Education Campaign

be performed; also describes and includes any additional agreement documents which may be attached to the Interlocal Agreement and made a part thereof as provided therein.

Laws and Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and other orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Liens: Charges, security interests, liens or encumbrances upon real property or personal property.

Local government: Local and regional political subdivisions located within the State of Texas. The meaning is broadened to include eligible recipients of solid waste pass-through grant funds: Cities; Counties; Public Schools and School Districts (excluding Universities or post secondary educational institutions); Other general and special law districts created in accordance with State law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

Minor Change: A written document which provides for minor changes in the work to be performed under the Interlocal Agreement, but does not involve a change in the contract price or the contract times.

Obligations: The amount of orders placed, contracts and sub-grants awarded, goods and services rendered, and similar transactions during a given period that will require payment by the grantee during the same or a future period.

Outlay (expenditures): Charges made to the project or program. Outlays may be reported on a cash or accruals basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to FUNDS RECIPIENT. For reports prepared on an accrued expenditure basis, outlays are the sums of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subcontractors, and other payees, and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefit payments.

Percentage of completion method: A system under which payments are made for work according to the percentage of the completed work, rather than to the FUNDS RECIPIENT's cost incurred.

Prior Approval: Documentation evidencing consent prior to incurring specific costs.

Project: The total body of services rendered of which the work to be provided under the Interlocal Agreement may be the whole, or a part as indicated elsewhere in the Interlocal Agreement.

Project Representative: The individual who is authorized to execute the work program identified in the Interlocal Agreement. This individual must be an employee of the grant recipient and may or may not have contractual authority.

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Main Contract # 582-6-78041; Subcontract # 06-04-G01 City of Plano Green Living Education Campaign

Real Property: Land, including land improvements, structures and appurtenances thereto, excluding moveable machinery and equipment.

Share: When referring to the TCEQ's portion of real property, equipment or supplies, means the same percentage as the TCEQ's portion of the acquiring party's total costs under the grant to which the acquisition cost of the property was charged. Only costs are to be counted, not the value of the third-party in-kind contributions.

Standards: The Uniform Grant Management Standards.

State: The State of Texas.

Subcontractor: An individual, firm, corporation or local government having a direct contract with the FUNDS RECIPIENT or with any other subcontractor for the performance of a part of the work identified in the Interlocal Agreement.

Supplies: Generally relates to the routine purchase of office supplies (paper, pencils, staples, etc.) or other goods that are consumed in a relatively short period of time in the regular performance of general office activities.

Suspension: (1) temporary withdrawal of the authority to obligate project funds pending corrective action by the FUNDS RECIPIENT, or sub-grantee or a decision to terminate the grant, or (2) an action taken by a FUNDING AGENCY official in accordance with the Interlocal Agreement, State or Federal law, or Regulations to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.

Termination: Permanent withdrawal of the authority to obligate previously-awarded project funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the FUNDS RECIPIENT or sub-grantee. "Termination" does not include (1) withdrawal of funds awarded on the basis of the FUND RECIPIENT'S underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of a grant; (3) refusal to extend a grant or award additional funds to make a competing or noncompeting continuation, renewal, extension or supplemental award; or (4) voiding of a grant upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from inception.

Unliquidated Obligations: For reports prepared on a cash basis, means the amount of obligations incurred by the FUNDS RECIPIENT that has not been paid. Reports prepared on an accrued expenditure basis represent the amount of obligations incurred by the FUNDS RECIPIENT for which an outlay has not been recorded.

Unobligated Balance: The portion of the funds authorized by the FUNDING AGENCY that has not been obligated by the FUNDS RECIPIENT, and is determined by deducting the cumulative obligation from the cumulative funds authorized.

Work: The entire completed services or the various separately identifiable parts thereof required to be furnished under this Interlocal Agreement. Work includes and is the result of performing or furnishing labor, services, materials or equipment as required by the Interlocal Agreement.

Main Contract # 582-6-78041; Subcontract # 06-04-G01 City of Plano Green Living Education Campaign

Appendix

I. SUMMARY/RESULTS REPORT OF IMPLEMENTATION PROJECT

- STATUS OF COMPLETION OF WORK TASKS
- PROJECT RESULTS REPORT
 - FORM 10a: LOCAL ENFORCEMENT
 - FORM 10b: LITTER/ILLEGAL DUMPING CLEANUP AND COMMUNITY COLLECTION EVENTS
 - FORM 10c: SOURCE REDUCTION/RECYCLING
 - FORM 10d: LOCAL SOLID WASTE MANAGEMENT PLANS
 - FORM 10e: CITIZENS COLLECTION STATIONS, SMALL REGISTERED TRANSFER STATIONS
 - FORM 10f: HOUSEHOLD HAZARDOUS WASTE
 - FORM 10g: TECHNICAL STUDIES
 - FORM 10h: EDUCATIONAL AND TRAINING PROJECTS

II. REIMBURSEMENT FORMS (FORMS PT-F 1 & 2 plus Itemization Forms)

- Request for Reimbursement Form and Supplemental Reimbursement Forms
 - PT-F1 Project Summary Report
 - PT-F2 Summary of Pass-Through Project Expenditures
 - F2-A Itemization Personnel/Salaries and Travel budget categories
 - F2-B Itemization of Equipment and Contractual Costs
 - F2-C Itemization of Construction Budget category
 - F2-D Itemization of Supplies and the Other Expenditures
 - F2-E Itemization of In-Kind and/or Cash Contributions

III. REQUEST FOR BUDGET REVISION FORM

IV. EXAMPLE of RELEASE OF CLAIMS

These forms are located at the following website:

<http://www.dfwinfo.com/envir/sw/funding/recipients.html>

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STATUS OF COMPLETION OF WORK TASKS*

For each major work task or deliverable set forth in your Interlocal Agreement, provide the following information (attach additional pages as needed):

- Estimate the percent (%) complete of the task/deliverable
- Briefly explain the activities conducted to date towards completing the task or deliverable. Be sure to provide information on the status of equipment purchases and/or facility construction, if applicable.
- List major activities remaining to be conducted towards completing the task or deliverable.
- Provide an estimated date for the completion of the task or deliverable.
- Explain any problems or delays in completing the task or providing the deliverable.

**Provide copies of all materials and documents produced with grant funds to date (e.g., reports, plans, brochures, educational materials, videos, etc.).*

1. Task/Deliverable:

- A. Percent (%) task has been completed:

- B. Activities conducted to date:

- C. Major activities remaining to complete task:

- D. Estimated completion date:

- E. Comments:

2. Task/Deliverable:

- A. Percent (%) task has been completed:

- B. Activities conducted to date:

- C. Major activities remaining to complete task:

- D. Estimated completion date:

- E. Comments:

3. Task/Deliverable:

- A. Percent (%) Completed:

- B. Activities conducted to date:

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C. Major activities remaining to complete task:

D. Estimated completion date:

E. Comments:

4. Task/Deliverable:

A. Percent (%) task has been completed:

B. Activities conducted to date:

C. Major activities remaining to complete task:

D. Estimated completion date:

E. Comments:

5. Task/Deliverable:

A. Percent (%) task has been completed:

B. Activities conducted to date:

C. Major activities remaining to complete task:

D. Estimated completion date:

E. Comments:

6. Task/Deliverable

A. Percent (%) task has been completed:

B. Activities conducted to date:

C. Major activities remaining to complete task:

D. Estimated completion date:

E. Comments:

**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10a: Local Enforcement**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total amount of grant project funding	\$
Total number of illegal dumping sites investigated	
Number of Class C misdemeanor sites investigated (5 lbs or less)	
Number of Class B misdemeanor sites investigated (5 -500 lbs.)	
Number of Class A misdemeanor sites investigated (500 - 1000 lbs.)	
Number of Felony sites investigated (1000 lbs. or more)	
Total number of chronic dump sites routinely investigated	
Total number of violators identified	
Total number of fines issued	
Total amount of fines collected	\$
Total number of illegal dumping sites cleaned up through enforcement actions	
Total amount of waste (<i>lbs.</i>) removed from illegal dumping sites through enforcement actions	
<i>If surveillance camera(s) purchased:</i> Number of days camera(s) were used	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

0-54

**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10b: Litter/Illegal Dumping Cleanup
and Community Collection Events**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total grant funding amount	\$
Total number of participants/volunteers:	
For community collection events:	
Total number of individual collection events held	
Total amount of waste collected for disposal (<i>in tons</i>)	
Total amount of materials diverted for recycling/reuse (<i>in tons</i>)	
Total revenue from sale of diverted materials	\$
For river/lake and community litter cleanups:	
Total number of individual cleanup events held	
If applicable, total waterfront cleaned up (<i>in miles</i>)	
If applicable, total estimated land area cleaned up (<i>in acres</i>)	
Total debris/litter collected for disposal (<i>in pounds</i>)	
Total amount of materials collected for recycling/reuse (<i>in pounds</i>)	
For periodic or ongoing cleanup of illegal dump sites:	
Total number of litter and illegal dump sites cleaned up	
Total estimated land area cleaned up (<i>in acres</i>)	
Total amount materials collected for disposal (<i>in pounds</i>)	
Total amount of material collected for recycling/reuse (<i>in pounds</i>)	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10c: Source Reduction & Recycling**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total grant funding amount	\$
Total amount <i>(in tons)</i> of materials diverted	
Amount <i>(in tons)</i> of brush/yard waste diverted	
Amount <i>(in tons)</i> of glass diverted	
Amount <i>(in tons)</i> of metal diverted	
Amount <i>(in tons)</i> of plastic diverted	
Amount <i>(in tons)</i> of cardboard diverted	
Amount <i>(in tons)</i> of newspaper diverted	
Amount <i>(in tons)</i> of other paper diverted	
Amount <i>(in tons)</i> of C&D debris diverted	
Number of months materials collected <i>(to be used in obtaining averages)</i>	
Average monthly diversion amount <i>(in tons)</i>	
Total number of persons served	
Total revenue from sale of diverted materials	\$
Average monthly revenue	\$
Total disposal costs avoided <i>(i.e., what it would have cost to landfill the total amount of materials diverted)</i>	\$
Average monthly disposal costs avoided	\$

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

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**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10d: Local Solid Waste Management Plans**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total grant funding amount	\$
Total population affected or covered by plan	
Total number of municipalities affected or covered by plan	
Total number of counties affected or covered by plan	
Total number of persons served	
Total number of entities having implemented actions related to plan goals, objectives, or recommendations	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10e: Citizens' Collection Stations and
"Small" Registered Transfer Stations**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total grant funding amount	\$
Total number of persons served	
Total amount of waste collected for disposal (<i>in tons</i>)	
Total amount of materials diverted for beneficial use (<i>in tons</i>)	
Total revenue from sale of diverted materials	
Number of months collection or transfer station in operation (<i>to be used in obtaining averages</i>)	
Average monthly disposal amount (<i>in tons</i>)	
Average monthly amount diverted for beneficial use (<i>in tons</i>)	
Total fees collected for station use	\$
Average monthly fees collected	\$
Average monthly revenues from sale of materials diverted for beneficial use	\$

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

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**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10f: Household Hazardous Waste Management**

Reporting Parameter	Cumulative FY 2006/2007 Results
Grant funding amount	\$
Total number of collection events, including Texas Country Cleanups & E-waste	
Total number of permanent collection facilities/mobile collection units	
Total number of participants/customers	
FOR HHW & Texas Country Cleanup Events	
Total amount of HHW (excluding hazardous paint) collected <i>(in pounds)</i>	
Total amount of hazardous paint collected <i>(in pounds)</i>	
Total cost of hazardous materials contractor services	\$
Total cost of electronics materials contractor services	\$
Total amount of nonhazardous paint collected for reuse/recycling <i>(in gallons)</i>	
Total number of lead-acid batteries collected for reuse/recycling	
Total amount of used oil collected for reuse/recycling <i>(in gallons)</i>	
Total number of used oil filters collected for reuse/recycling	
Total amount of used antifreeze collected for reuse/recycling <i>(in gallons)</i>	
Total number of used tires collected for reuse/recycling	
Total number of empty pesticide containers collected for recycling/reuse	
For E-Waste Events	
Amount <i>(in tons)</i> of low grade electronics diverted	
Amount <i>(in tons)</i> of televisions diverted	
Amount <i>(in tons)</i> of CPUs diverted	
Amount <i>(in tons)</i> of monitors diverted	
Amount <i>(in tons)</i> of Other diverted (list other)	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to ed./training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

0-61

**FY 2006/2007 REGIONAL SOLID WASTE GRANT
Results Report Form 10g: Technical Studies**

Reporting Parameter	Cumulative FY 2006/2007 Results
Grant funding amount	\$
Total population affected or covered by study	
Total number of municipalities affected or covered by study	
Total number of counties affected or covered by study	
Total number of entities having implemented actions related to study findings or recommendations	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

0-62

**FY 2006/2007 REGIONAL SOLID WASTE GRANT
Results Report Form 10h: Education and Training (*stand alone project*)**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total grant funding amount for stand-alone education/training grant	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

FY 2006/2007 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
REQUEST FOR FUNDS - FORM PT-F1

1. From:

(Grant project funds recipient)

2. Date: _____

(Business address)

3. Project Number: _____

(City)

(Contact person name and phone number)

4. These funds are requested to cover expenditures for the following period:

_____ through _____
(Date) (Date)

5. Grant project funds received/requested to date: \$ _____

6. Total grant project expenditures to date: \$ _____; as of: _____
(Date)

7. How much of item 6 (above) is to be covered by grant project funds? \$ _____

8. Net (subtract item 5 from item 7 (above)): \$ _____

9. Amount requested: \$ _____

10. Submitted by:

(Signature)

(Printed name of Certifying Officer) Date: _____

TO BE COMPLETED BY NCTCOG

NCTCOG Approvals:

Project Representative Signature Date

Fiscal Coordinator Signature Date

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**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
SUMMARY OF PASS-THROUGH GRANT EXPENDITURES - FORM PT-F2**

1. COUNCIL OF GOVERNMENTS TO WHICH REPORT IS SUBMITTED: North Central Texas Council of Governments	
2. VENDOR TAX IDENTIFICATION NUMBER:	3. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):
4. CONTRACT/PROJECT NUMBER:	
5. FINAL REPORT: <input type="checkbox"/> YES <input type="checkbox"/> NO	
6. ACCOUNTING BASIS: <input type="checkbox"/> Cash <input type="checkbox"/> Accrual	
7. TOTAL GRANT PERIOD: FROM: _____ TO: _____	8. PERIOD COVERED BY THIS REPORT: FROM: _____ TO: _____

9. BUDGET CATEGORIES	Total Budget	Project Cost This Report	Cumulative Project Cost	Total Balance
a. Personnel / Salaries				
b. Fringe Benefits				
c. Travel				
d. Supplies				
e. Equipment				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct (Sum a-h)				
j. Indirect Charges				
k. Total (Sum of i & j)				

List (Itemize) on the appropriate supplemental form the component expenses comprising the total cost.

10. CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Signature of Authorized Certifying Official _____

Printed Name and Title _____

Telephone (area code/number) _____ Date Submitted: _____

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**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF PERSONNEL/SALARIES AND TRAVEL COSTS**

SUPPLEMENTAL FORM F2-A

PERSONNEL/SALARIES EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY for PERIOD
TOTAL PERSONNEL/SALARY EXPENDITURES (Must agree with line 9a on Form PT-F2)		

TRAVEL EXPENDITURES (during this report period)

DESCRIPTION	REASON	COST THIS PERIOD
TOTAL TRAVEL EXPENDITURES (Must agree with line 9c on Form PT-F2)		

Supplemental documentation (such as timesheets, travel receipts, etc.) is not required to be attached to this form, however, it must be retained by the grant project recipient.

ATTACH ADDITIONAL SHEETS, IF NEEDED

0-66

**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS**

SUPPLEMENTAL FORM F2-B

EQUIPMENT PURCHASES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL EQUIPMENT EXPENDITURES (Must agree with line 9e on Form PT-F2)			

CONTRACTUAL EXPENDITURES (during this report period)

SUBCONTRACTOR (NAME)	FOR	TOTAL COST
TOTAL CONTRACTUAL EXPENDITURES (Must agree with line 9f on Form PT-F2)		

Legible receipts must be attached to this form for each listed item or expenditure.

ATTACH ADDITIONAL SHEETS, IF NEEDED

0-67

**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF CONSTRUCTION COSTS**

SUPPLEMENTAL FORM F2-C

CONSTRUCTION COSTS (during this report period)

DESCRIPTION	PURPOSE	TOTAL COST
TOTAL CONSTRUCTION EXPENDITURES (Must agree with line 9g on Form PT-F2)		

Legible receipts must be attached to this form for each listed item or expenditure.

ATTACH ADDITIONAL SHEETS, IF NEEDED

0-68

**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF SUPPLIES AND OTHER COSTS**

SUPPLEMENTAL FORM F2-D

SUPPLIES EXPENDITURES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL SUPPLIES EXPENDITURES (Must agree with line 9d on Form PT-F2)			

OTHER EXPENDITURES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL OTHER EXPENDITURES (Must agree with line 9h on Form PT-F2)			

Legible receipts must be attached to this form for each listed item or expenditure.

ATTACH ADDITIONAL SHEETS, IF NEEDED

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**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF IN-KIND AND CASH CONTRIBUTIONS**

SUPPLEMENTAL FORM F2-E

IN-KIND (during this report period)

ITEM PURCHASED OR SERVICE PERFORMED	PURPOSE	COST THIS PERIOD
TOTAL IN-KIND EXPENDITURES		

CASH CONTRIBUTIONS (during this report period)

DESCRIPTION	CASH AMOUNT	
TOTAL CASH CONTRIBUTIONS		

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**North Central Texas Council of Governments
 FY2006/07 SOLID WASTE MANAGEMENT GRANTS PROGRAM
 REQUEST FOR BUDGET REVISION**

GRANT RECIPIENT: _____ PROJECT NUMBER: _____

GRANT PERIOD: _____ DATE OF REQUEST: _____

PLEASE INCLUDE A MEMO DETAILING THE PURPOSE AND NEED FOR THIS BUDGET REVISION
 MEMO SHOULD BE ATTACHMENT TO THIS COVER SHEET. YOU MUST ITEMIZE COMPONENT EXPENSES OF
 THE PROPOSED BUDGET REVISION IN THIS MEMO.

BUDGET CATEGORIES	APPROVED BUDGET	EXPENDITURES TO DATE	BUDGET CHANGE (+ OR -)	PROPOSED BUDGET REVISION
a. Personnel				
b. Fringe Benefits				
c. Travel				
d. Supplies				
e. Equipment				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct (Sum a-h)				
j. Indirect Charges				
k. Total (Sum i & j)				

CERTIFICATION: I certify to the best of my knowledge that this request is correct and complete and that all outlays and unliquidated obligations will be used for the purposes set forth in the award documents.

 Signature of Authorized Project Representative

 Typed or Printed Name and Title

 Date Submitted

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RELEASE OF ALL CLAIMS
Example

Whereas, the North Central Texas Council of Governments (NCTCOG) and the City of Plano, Texas entered into an Interlocal Agreement for Solid Waste Implementation Project #06-04-G01, a "Plano Green Living Education Campaign" project, dated March 15, 2006 through June 15, 2007; and

Whereas, Attachment E, Article 09, Release of Claims, requires that "upon satisfactory completion of the work performed hereunder and prior to final payment under this Interlocal Agreement for such work, or prior to settlement upon termination of this Interlocal Agreement, and as a condition to final payment/ settlement, the City of Plano, Texas shall execute and deliver to the NCTCOG a release of all claims against the NCTCOG arising under or by virtue of this Interlocal Agreement," and

Now, therefore, in consideration of the premises, and of the final payment from the City of Plano, Texas hereby remises, releases, and forever discharges the NCTCOG of and from all manner of debts, dues, sum or sums of money, accounts, claims, and demands whatsoever, in law and in equity, under or by virtue of the said contract.

In witness whereof, the hand and seal of the contractor have been hereunto set this the _____ day of _____.

By: _____

This instrument was acknowledged before me on _____.
(date)

Notary Public, State of Texas

My commission expires: _____.
(date)

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	4/10/06	Reviewed by Legal <i>AS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Environmental Waste Services Division <i>[Signature]</i>	Initials	Date	
Department Head	Jimmy Foster	Executive Director	<i>[Signature]</i>	<i>4-3-06</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>4/13/06</i>
Agenda Coordinator (include phone #): Tiffany Stephens x4264				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL FO THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS PROVIDING TERMS AND CONDITIONS FOR THE FUNDING FOR ORGANIC RECYCLING/COMPOSTING WITH BIODEGRADABLE PLASTIC BAGS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	35,259	0
BALANCE		0	35,259	0
FUND(s): ENVIRONMENTAL WASTE SERVICES				
COMMENTS: The grant contract provides funding in the amount of \$35,259 to Environmental Waste Services for a technical study to evaluate and determine the positive and negative challenges of utilizing biodegradable bags toward increasing the collection and recycling of organic materials.				
STRATEGIC PLAN GOAL: This item relates to the City's Goal of "Service Excellence" and "Premier City for Families".				
SUMMARY OF ITEM				
To obtain grant funding from North Central Texas Council of Governments for a "technical study" to evaluate and determine the positive impacts and negative challenges of utilizing biodegradable bags toward increasing the collection and recycling of organic materials. The project will include the following three separate areas to be studied: (1) collecting residential grass and leaf materials in a biodegradable bags instead of using the standard Kraft paper bags, (2) comparing commercial organic sources on two different levels; collecting materials loose versus using internal biodegradable bags for collection and (3) utilization of commercial landscape crews collecting their landscape materials in biodegradable bags instead of the standard non-recyclable polyethylene based plastic bags.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR THE FUNDING OF THE ORGANIC RECYCLING/COMPOSTING WITH BIODEGRADABLE PLASTIC BAGS PROGRAM; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; 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 governmental functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas and the North Central Council of Governments, providing terms and conditions for the Organic Recycling/Composting with Biodegradable Plastic Bags Program; a substantial copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the City has qualified to receive grant funding for this Program from NCTCOG and is of the opinion that utilizing such funding to develop a technical study to evaluate and determine the positive impacts and negative challenges of utilizing biodegradable bags toward increasing the collection and recycling of organic materials; 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, in his absence, an Executive Director, 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, in his absence, an Executive Director, 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 this the _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
INTERLOCAL AGREEMENT FOR SOLID WASTE IMPLEMENTATION PROJECT**

This Interlocal Agreement is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality nor the State of Texas is a party to this Interlocal Agreement.

CONTRACTING PARTIES:

The Funding Agency: **North Central Texas Council of Governments**
Herein referred to as **"NCTCOG"**

Funds Recipient: **City of Plano, Texas**
Herein referred to as **"FUNDS RECIPIENT"**

II. SERVICES TO BE PERFORMED:

For the **'Biodegradable Composting Bags Pilot Program,'** the FUNDS RECIPIENT shall complete all work as specified or indicated in "Attachment A - Work Program and Schedule of Deliverables of FUNDS RECIPIENT".

III. MAXIMUM FUNDING OBLIGATION:

The maximum funding obligation under this Interlocal Agreement shall not exceed: **Thirty five thousand two hundred fifty-nine dollars (\$35,259)**. The budget details are in Attachment B.

IV. TERM OF CONTRACT:

This Interlocal Agreement is effective **March 15, 2006** and shall terminate **June 15, 2007**. This Interlocal Agreement shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate funds necessary to perform this agreement.

This Interlocal Agreement must be signed and executed **forty-five (45) days** from the effective date stated above.

In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and "FUNDS RECIPIENT has no further duty to perform under terms of this agreement.

V. ADDITIONAL CONTRACT PROVISIONS:

See Attachment C - Schedule for Reimbursement and Reporting, Attachment D - Special Provisions, and Attachment E - General Provisions.

VI. ENTIRE CONTRACT:

This Interlocal Agreement, including all Attachments, represents the entire contract between the contracting parties. Any changes or modifications to this Interlocal Agreement must be in writing. Funds for this subcontract are currently available from the Texas Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to demands upon the source MSWDTRF for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to completion of this Interlocal Agreement. The parties agree that all funding arranged under this Interlocal Agreement is subject to sufficient funds in the MSWDTRF.

The NCTCOG has certified, and the FUNDS RECIPIENT certifies that each has the authority to perform the services contracted for by authority granted in "the Regional Planning Act of 1965," Texas Local Government Code, Chapter 391 and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

COUNCIL OF GOVERNMENTS

PROJECT FUNDS RECIPIENT

North Central Texas Council of Governments

City of Plano, Texas

Funding agency

Local Government

Signature

Signature

Mike Eastland
Name

Name

Executive Director
Title

Title

Date

Date

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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

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- **FINANCIAL REIMBURSEMENT FORMS**
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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

Attachment A. Work Program and Schedule of Deliverables

	Individual Activities
February 2006	Interlocal Agreement Signed
	Develop pilot participants, educational brochures, surveys, & tracking reports
March 2006	Receive and package biodegradable bags
April 2006	Deliver bags & complete "pre" surveys
May to Aug. 2006	Kick-off pilot with Residential, Commercial Landscape Crews, and 20 Commercial Organic Recycling participants
	Track and monitor program participation
Sept. 2006	Complete "post" survey, consolidate results, & collect individual cost-benefit analysis from 20 commercial organic recycling participants
Aug. to Nov. 2006	Kick-off pilot with 20 Commercial (school based) Organic Recycling participants
	Track and monitor program participation
Dec. 2006	Complete "post" survey, consolidate results, and collect individual cost-benefit analysis for 20 school based organic recycling participants
Feb. 2007	Complete overall cost-benefit analysis
May 2006 to May 2007	Document any operational issues and monitor compost testing results for impacts to finished products
June 15, 2007	Upon successful results of technical study, complete RFP to purchase and distribute approved biodegradable bags and begin promoting to retail/distribution locations
	Complete Grant Project

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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

Attachment B. Budget and Detailed Cost Sheets

Note: This Budget information is taken directly from the Project Application.

BUDGET ITEM	PROJECT FUNDING AMOUNT	IN-KIND SERVICES	CASH CONTRIBUTION	TOTAL PROJECT
1. Personnel/salaries	\$	\$ 5,736	\$	\$ 5,736
2. Fringe benefits	\$	\$	\$	\$
3. Travel	\$	\$ 1,100	\$	\$ 1,100
4. Supplies	\$	\$	\$	\$
5. Equipment	\$	\$	\$	\$
6. Construction	\$	\$	\$	\$
7. Contractual	\$ 33,500	\$	\$	\$ 33,500
8. Other	\$ 1,759	\$ 51,428	\$	\$ 53,187
Total direct charges (sum of lines 1-8)	\$ 35,259	\$ 58,264	\$	\$ 93,523
9. Indirect charges	\$	\$	\$	\$
Total cost (sum of 1-9)	\$ 35,259	\$ 58,264	\$	\$ 93,523

Note: In-kind services should relate only to staff or services directly involved with the funded project. Cash contributions identified in this project budget should be tracked separately from the in-kind services, with the understanding that if in-kind or cash contributions are not provided during the term of the grant, NCTCOG may terminate the grant for non-compliance.

LIST IN-KIND CONTRIBUTIONS HERE

- Staff personnel expenses = \$5,736 total:
 - Compost Operations Supervisor = \$2,600 (additional hours to monitor and evaluate operational impacts to process and finished products)
 - Other staff = \$576 (additional hours to distribute/monitor/evaluate use of the bags)
 - Other staff = \$2,560 (additional hours to coordinate and complete overall cost-benefit analysis for project)
- Travel costs = \$1,100 total (Staff travel to attend SWANA's Technical Conference which includes sessions on elevating commercial recycling and food waste programs)
- Other = \$51,428 total:
 - Printing = \$ 1,428
 - Miscellaneous other:
 - Donated biodegradable bags from Heritage Bag Company = \$50,000

Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

DETAILED BUDGET SHEET - Line(s) 1, 2 and/or 9: Personnel/Salaries/Fringe Benefits/Indirect Rate

This budget sheet should be completed if any expenses are entered for Personnel/Salaries on Line 1 of the Project Budget Summary; otherwise omit. \$ _____

In the space below, list the names, and titles of individuals whose salaries are paid for in all or in part from project funds. Also indicate if funds are for a new or existing employee.

If your budget lists fringe benefits (line 2) and indirect costs (line 9), you also must provide the following information:

◆ What is your fringe benefit rate: _____%

◆ What is your indirect charge rate*: _____%

* In accordance with the UGMS, indirect charges may be authorized if the applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or by a state single audit coordinating agency. Alternatively, the applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

DETAILED BUDGET SHEET - Line 3: Project-Funded Travel

This budget sheet should be completed if any expenses are entered for travel on Line 3 of the Project Budget Summary; otherwise omit. \$ _____

The following is an itemized list of the types of travel expenses expected, identifying the parties and purposes involved. In general, all travel is within the North Central Texas region or within Texas. All proposed travel outside Texas **must** be specifically listed and will need specific approval from the NCTCOG and the TCEQ.

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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

DETAILED BUDGET SHEET - Line 4: Project-Funded Supplies

This budget sheet should be completed if any expenses are entered for supplies on Line 4 of your Project Budget Summary; otherwise omit. \$ _____

This type of expenditures must generally relate to the routine purchase of office supplies (paper, pencils, staple, etc.) or other goods that are consumed in a relatively short period of time in the regular performance of general office activities. (Expenses for food and alcoholic or non-alcoholic beverages are **not** allowable.)

The following is an itemized list of the general types of supplies and their cost that are intended to be purchased with project funding:

<u>Item</u>	<u>Unit Cost</u>	<u>Total Cost</u>
-------------	------------------	-------------------

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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

DETAILED BUDGET SHEET - Line 5: Project-Funded Equipment

This budget sheet should be completed if any expenses are entered for equipment on Line 5 of the Project Budget Summary; otherwise omit. \$ _____

Equipment includes all non-construction related, tangible property having a unit acquisition cost of \$5,000 or more, with an estimated useful life of over one-year. All equipment purchases must be pre-approved by the NCTCOG.

Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

DETAILED BUDGET SHEET - Line 6: Project-Funded Construction

This budget sheet should be completed if any expenses are entered for construction on Line 6 of the Project Budget Summary; otherwise omit. \$ _____

All construction projects **must** be pre-approved by the NCTCOG. Construction costs include facility design, site preparation, and facility construction. Indicate clearly whether construction services are provided by you (project funds recipient) or through subcontracts for outside services.

Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. Appropriate costs that may be included are:

- the cost of materials and labor connected to the construction project;
- the cost of equipment attached to the permanent structure; and the cost of planning the project; and,
- any subcontracts, including contracts for services, performed as part of the construction.

All local government municipal laws and regulations, including UGMS, for bidding and contracting for services must be followed.

The following is an itemized list the construction expenses associated with the funded project, with as many specifications as possible:

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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

DETAILED BUDGET SHEET - Line 7: Project-Funded Contractual

This budget sheet should be completed if any expenses are entered for contractual services on Line 7 of the Project Budget Summary; otherwise omit. **\$ 33,500**

All contractual expenses **must** be pre-approved by NCTCOG. Expenses included under this category should be for costs for professional services or tasks provided by a firm or individual who is not employed by the project funds recipient other than those related to construction. All local government municipal laws and regulations, including UGMS, for bidding and contracting for services must be followed during the project period.

Any expenses (including legal fees, staff time, travel and communications) related in any way to drafting legislation, lobbying for legislation, or other political activities are **not** allowable under this program.

The following is an itemized list of the contractual expenses associated with the funded project, with as many specifications as possible:

- **Biodegradable bags - 1,572 cases @ approx. \$21.31 each = \$33,500 (Heritage Bag Company)**

Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

DETAILED BUDGET SHEET -Item 8: Project-Funded Other Expenses

This budget sheet should be completed if any expenses are entered under "other" on Line 8 of the Project Budget Summary; otherwise omit.

"Other" expenses are those for items or services that do not readily fit into any of the previous budget categories.

The following is an itemized list of other expenses:

- \$ _____ Postage/delivery
- \$ _____ Telephone/FAX
- \$ _____ Utilities
- \$ _____ Printing/reproduction
- \$ _____ Advertising/public notices
- \$ _____ Signage
- \$ _____ Training
- \$ _____ Office space and equipment rentals
- \$ _____ Basic office furnishings (desks, chairs, filing cabinets, etc.)
- \$ _____ Books and reference materials
- \$ _____ Computer Hardware (under \$1000 & not listed under equipment category)
- \$ _____ Computer Software

- \$ 1,759 Miscellaneous other expenses
 - Vinyl sleeves to repackage/distribute biodegradable bags

\$ <u>1,759</u>	TOTAL "other" expenses, equal to the amount entered on Line 8 of the budget summary.
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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

Attachment C. Reimbursement Requests and Reports

The FUNDS RECIPIENT must submit a "Request for Reimbursement" at least quarterly (**even if no funds were spent**), but not more frequently than once a month, for reimbursement of actual allowable costs.

All Requests for Reimbursement shall be submitted in accordance with the requirements identified in Attachment D, Article 04 "Reimbursement Procedures" of this Interlocal Agreement.

The final Request for Reimbursement must include a Release of Claims as indicated under Attachment E, Article 09, "Release of Claims" of this Interlocal Agreement. An example of such a document can be found in Appendix B.

Reporting along with Reimbursement Requests:

The following represents the reporting schedule for projects funded in fiscal years 2006-07:

DUE DATES FY06-07 PROGRESS REPORTS	REPORTING PERIOD
Quarterly Project Summary/Results Report #1: Due July 5, 2006	March 15, 2006 through June 30, 2006
Quarterly Project Summary/Results Report #2: Due October 5, 2006	July 1, 2006 through September 30, 2006
Quarterly Project Summary/Results Report #3: Due January 5, 2007	October 1, 2006 through December 31, 2006
Quarterly Project Summary/Results Report #4: Due April 5, 2007	January 1, 2007 through March 31, 2007
Final Results Report & Release of Claims Due July 13, 2007	April 1, 2007 through June 15, 2007
Follow-Up Results Report: Due July 31, 2008	One (1) year after completion of the project upon NCTCOG request.

Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

Attachment D. Special Provisions

Article 01: Purpose of the Interlocal Agreement

The purpose of this Interlocal Agreement is to accomplish the goals of House Bill (H.B.) 3072, 74th Texas Legislature (1995), which amends §361.014, Texas Health and Safety Code Annotated. The Bill relates to distributing solid waste fee revenue funds in support of local and regional solid waste projects consistent with the regional solid waste management plan approved by the NCTCOG and Texas Commission on Environmental Quality (TCEQ). This Interlocal Agreement is to perform specific tasks identified by NCTCOG's Resource Conservation Council (RCC) among several top-ranked local projects during the FY2005 project funding cycle.

Article 02: Limitations and Reporting Requirements

Pursuant to §391 of the Local Government Code, funds received under this Interlocal Agreement will be expended only subject to the limitations and reporting requirements similar to those set forth in this Article:

- Audit and Reporting Requirements that the FUNDS RECIPIENT annually report to the Governor, §391.0095 of the Local Government Code, and 1 TAC §5.83 and §5.87, Governor's Office Regulations.
- FUND RECIPIENT'S Indirect Costs must comply with §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
NOTE: At least once per year, the FUNDS RECIPIENT shall demonstrate to NCTCOG and to TCEQ that its indirect costs are no more than fifteen percent (15%) of its total expenditures.
- Restrictions on FUNDS RECIPIENT Travel Cost, §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
- Restrictions on Use of Alcoholic Beverages, §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
- Restrictions on Lobbying and Nepotism, §391.0116 of the Local Government Code, and 1 TAC §5.89, Governor's Office Regulations.
- Salary Administration Provisions and Schedules, and Position Classification Schedules, §391.0117 of the Local Government Code, and 1 TAC §5.85, Governor's Office Regulations.
- General Limitations on Expenditures, §6.01 of SB 1, General Appropriations Act, 79th Legislative Session.

Article 03. Financial Obligation

The NCTCOG's obligation for expenses authorized under this Interlocal Agreement shall not exceed the maximum amount stated on the first page (page i) of this Interlocal Agreement. The budget expenses authorized under this Interlocal Agreement are in Attachment B.

The FUNDS RECIPIENT is responsible for ensuring that expenditure amounts remain within the total budget limits. The FUNDS RECIPIENT must maintain records and documentation materials consistent with the requirements of this Attachment D "Special Provisions," the Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 Texas Administrative Code (TAC), §§5.141

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Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

et. seq. (collectively, "UGMS"). The FUNDS RECIPIENT must also follow up on any problems identified through its financial monitoring program.

In consideration of full and satisfactory performance hereunder, NCTCOG will be liable to the FUNDS RECIPIENT in an amount equal to the actual costs incurred (up to the maximum amount stated on the first page of this Interlocal Agreement) by the FUNDS RECIPIENT in rendering such performance, subject to the following limitations:

NCTCOG is not liable for expenditures made in violation of Attachment E, Article 24, which outlines supplemental funding standards as defined by the TCEQ. NCTCOG is not liable for any costs incurred by FUNDS RECIPIENT in the performance of this Interlocal Agreement that have not been billed to NCTCOG within **thirty (30) calendar days** following termination of this Interlocal Agreement.

NCTCOG is not liable to the FUNDS RECIPIENT for costs incurred or performance rendered by FUNDS RECIPIENT before commencement of this agreement or after termination of this Interlocal Agreement.

Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Interlocal Agreement, stated guidelines and applicable rules and regulations.

Failure on the part of the FUNDS RECIPIENT to comply with the conditions set forth in this Interlocal Agreement shall be the basis for termination of the Interlocal Agreement and/or the revocation of any unexpended or inappropriately expended funds.

Article 04: Reimbursement Procedures

All payments for approved project expenditures shall be on a cost reimbursement basis only. The NCTCOG reserves the right to withhold or deny payments of funds awarded under this Interlocal Agreement due to incomplete, incorrect, or inconsistent reports or tasks required under this Interlocal Agreement, until the FUNDS RECIPIENT satisfactorily completes, revises, or corrects such services or reports.

Request for Reimbursement (Summary of Project Expenditures): For expenditures already incurred, the FUNDS RECIPIENT shall submit a request for reimbursement **at least quarterly**, but no more frequently than once per month, by the tenth (10th) calendar day following the end of each month for which expenditures are claimed. The FUNDS RECIPIENT must use the required Summary of Project Expenditures (Form PT-F1 and Form PT-F2), with appropriate itemized lists (Forms PT-F2-A through PT-F2-E) submitted with an original signature.

All requests for reimbursement shall provide sufficient documentation, including:

- copy of purchase order(s),
- copy of invoice(s),
- check number and/or electronic transfer number under which payment was made, and
- information concerning the costs incurred to enable the NCTCOG to ascertain the eligibility of a particular expenditure to enable subsequent audits.

Specific guidelines and requirements are given later in this Attachment D for each category of allowed expenditures, in the Articles labeled "Personnel," "Supplies," "Equipment," "Travel," etc.

Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

The FUNDS RECIPIENT may account for expenses incurred and request reimbursement of outlays under a cash or accrual basis, as defined and authorized by the UGCMA. Under this Interlocal Agreement, an eligible reimbursement cost must have been incurred within the time period indicated on the Request for Funds (Form PT-F1) and the Summary of Pass-Through Grant Expenditures (Form PT-F2); shall have been already paid; or incurred by the last day of the Interlocal Agreement period of performance.

Payments: Upon review and approval of each Request for Funds and Summary of Pass-Through Grant Expenditures, NCTCOG will make payment to FUNDS RECIPIENT, as soon as practicable. At no time will the amount of total payments exceed the maximum amount of authorized project funds as specified on page 1 of the Interlocal Agreement. The Final Request for Reimbursement must be submitted at the end of the Interlocal Agreement period of performance and must include a Release of Claims.

Article 05. Budget Category Adjustments

The FUNDS RECIPIENT may expend funds in excess of those listed for a particular budget category within the approved budget without requiring a formal amendment to this Interlocal Agreement, if:

The FUNDS RECIPIENT adheres to all other requirements of this Interlocal Agreement, concerning obtaining prior written authorization;

- The cumulative dollar amount of all excess expenditures among direct budget categories is equal to or less than 5% of the total budget amount.
- Sufficient funds are available in other budget categories to cover the excess expenditures.
- The transfer will maintain or further the scope and objective of the project as funded by this Agreement. NCTCOG will make the final determination if a transfer furthers the scope and objective of a project.
- The FUNDS RECIPIENT notifies the NCTCOG as soon as practical of the deviation from the budget categories.
- Budget category adjustments/changes for Personnel/Salaries, Equipment, Contractual, Construction and Other expenditures must receive prior written authorization from the NCTCOG. In order to receive approval for a budget category adjustment, FUNDS RECIPIENT must complete and submit a **REQUEST FOR BUDGET REVISION** form.

Article 06. Project Reporting Requirements

The FUNDS RECIPIENT shall prepare and submit to the NCTCOG, a quarterly written progress report concerning performance under this Interlocal Agreement documenting the accomplishments and units of work performed under the Scope of Services of this Agreement. The quarterly "Summary/Results Report of Implementation Project" form must be submitted using the forms provided. The quarterly "Summary/Results Report of Implementation Project" form will be due to the NCTCOG on the days indicated under the Schedule for Reimbursement and Reporting in Attachment C.

The FUNDS RECIPIENT'S Summary/Results Report of Implementation Project report shall contain adequate descriptions of all project activities performed in order to allow the NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning

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timelines in meeting the schedule for required reports will be maintained by the NCTCOG and shared with members of the Resource Conservation Council (RCC).

In particular, any legal research and related legal activities shall be clearly detailed in the progress reports in order to assure the NCTCOG that the activities are not prohibited under Attachment E, Article 24 of this Interlocal Agreement. The FUNDS RECIPIENT shall comply with any reasonable request by the NCTCOG for additional information on activities conducted in order for the NCTCOG to adequately monitor the FUNDS RECIPIENT'S progress in completing the requirements of and adhering to the provisions of this Interlocal Agreement.

A Final Report shall be provided in conjunction with the final request for payment under this Interlocal Agreement. In this Final Report, the FUNDS RECIPIENT shall certify, in writing, the satisfactory completion of all activities and deliverables required under this Interlocal Agreement.

Reimbursement payments under this Interlocal Agreement may be withheld by the NCTCOG until such time as any past due progress reports are received. The Final Report shall consist of the same forms used for the Summary/Results Report of Implementation Project form and the supplemental detailed forms for this project's funding category. The Final Report shall include information on the progress during the last quarter of the project as well as cumulative information from the beginning of the project through its completion.

The FUNDS RECIPIENT also agrees to provide NCTCOG one or more "Follow-up Results" Report(s) documenting the continued impact of this funded project beyond the end date of this agreement. The Follow-up Results Report(s) will be required on a schedule to be provided by NCTCOG, approximately one year after the end of the project funding cycle. The Follow-up Results Report form will be provided by NCTCOG to the FUNDS RECIPIENT later in the funding cycle.

The FUNDS RECIPIENT agrees to provide, throughout the life of the project, additional reports (as requested by the NCTCOG) to document the project's continued results at the culmination of the project.

Timeliness in completing reporting requirements will be monitored by the NCTCOG and reported to the RCC. If the FUNDS RECIPIENT'S is not able to submit a scheduled progress report on time, the FUNDS RECIPIENT must contact the NCTCOG Project Representative for a report extension due date prior to the original submittal date. If the FUNDS RECIPIENT fails to submit the Summary/Results Report of Implementation Project form to NCTCOG's Project Representative upon notice/reminder, this matter will be brought to the attention of NCTCOG's RCC for further resolution. Failure to comply with the requirements of this Article shall constitute a breach of this Interlocal Agreement.

Article 07. Performance Measures

The timeliness of meeting reporting requirements and completion of the original Work Program will be monitored by the NCTCOG and reported to the RCC. Performance on reporting requirement information will be considered as an evaluation criteria for future Requests for Projects. As such, the FUNDS RECIPIENT is cautioned to meet all of the reporting requirements as outlined in Attachment C of this Interlocal Agreement. Prior written notification must be provided to NCTCOG in the event that the FUNDS RECIPIENT is unable to comply with the reporting requirements.

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Article 08. Personnel

In addition to the project funding reimbursement request, all outlays that fall within the "Personnel/Salaries" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT/F2-A. For Personnel/Salaries expenditures, the FUNDS RECIPIENT is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time directly billed to this Interlocal Agreement. Payments from funds provided under this Interlocal Agreement for accruals such as vacation, sick leave, severance pay, or other accruals are allowed only for time during which the employee was employed and performing work under this Interlocal Agreement.

The FUNDS RECIPIENT employee positions covered in this Interlocal Agreement are listed in Attachment B. The FUNDS RECIPIENT must notify and seek approval from NCTCOG for any changes in personnel whose salaries are funded under this Interlocal Agreement.

Article 09. Travel

Only the employees of the FUNDS RECIPIENT assigned to the project should receive reimbursement for travel expenses. All travel for which expenses are claimed must be in connection with the tasks and activities required under this Interlocal Agreement, and shall be in compliance with the State Travel Regulation and Restrictions on Travel Costs as outlined in §391.0115 of the Local Government Code. Except as provided for in this Interlocal Agreement as indicated under Attachment B of the program budget, the FUNDS RECIPIENT shall obtain prior written authorization from the NCTCOG for reimbursement from the travel expense budget category of any travel expenses for persons not employed by the FUNDS RECIPIENT, and for travel by any employee not included in Attachment B of the program budget.

Out-of-state travel should not normally be allowed and will require prior written approval from NCTCOG and TCEQ, prior to the travel event. In order for travel expenses to be reimbursed under the conditions of this Interlocal Agreement, the FUNDS RECIPIENT shall comply with the State Travel Regulations as required by Section 33, Article IX, H.B. 1, and any Restrictions on Travel Costs as outlined in §391.0115 of the Local Government Code.

Documentation should, at a minimum, be consistent with the State Travel Regulations and any Restrictions on Travel Cost. The purpose of the travel shall be documented and supported with any of the appropriate records, such as automobile mileage totals for the reporting period (gasoline receipts will not be accepted for privately owned vehicles), actual receipts for hotel accommodations, public transportation receipts, airline receipts, meal receipts, etc. The reimbursement request must include the itemization of travel expenses on Form PT/F2-A. The FUNDS RECIPIENT is not required to submit a daily or incidental mileage log as a part of Form PT/F2-A. However, mileage trip logs documenting amount of miles traveled per day or per trip, the FUNDS RECIPIENT must maintain destination and purpose of trip as part of the FUNDS RECIPIENT'S records. Such mileage logs must be made available upon request by the NCTCOG or the TCEQ.

Article 10. Consumable Supplies

Expenses shall be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$1,000. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods, which

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are consumed by the FUNDS RECIPIENT in a relatively short period of time, in the regular performance of the general activities funded under this Interlocal Agreement. FUNDS RECIPIENT is expected to conform to the appropriate bid process for purchases according to the FUNDS RECIPIENT'S own internal policies and procedures.

Non-routine expenditures of goods and materials, not falling under the definition of Supplies, should be charged to the "Other" Expense Category. Supporting documentation shall include whatever is necessary to show that the work was performed and the expense incurred. Supporting documentation for reimbursement must include verification that the cost has been paid by the FUNDS RECIPIENT, a copy of the purchase order (if issued) and a copy of the invoice. A request for reimbursement for supplies must include itemized expenses on Form PT/F2-D.

Article 11. Equipment

For the purposes of this Interlocal Agreement, equipment is defined as those items with a unit acquisition cost of \$5,000 or greater. All equipment expenses are subject to prior approval by NCTCOG before purchase.

Subject to the obligations and conditions set forth in this Interlocal Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Interlocal Agreement by the FUNDS RECIPIENT will vest upon acquisition or construction.

Subject to the provisions of this Interlocal Agreement and as otherwise provided by State statutes, property acquired or replaced under this Interlocal Agreement shall be used for the duration of its normally expected useful life to support the purposes of this Interlocal Agreement whether or not the original projects or programs continue to be supported by state funds.

The FUNDS RECIPIENT shall not allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the FUNDS RECIPIENT under this Interlocal Agreement.

The use of property acquired under this Interlocal Agreement, both during the term of this Interlocal Agreement and for the useful life of the property or until compensation is provided to the TCEQ for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the Texas Health & Safety Code Annotated, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

The FUNDS RECIPIENT may develop and use their own property management systems, which must conform to all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the FUNDS RECIPIENT is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the FUNDS RECIPIENT must meet the requirements set forth in this Section.

Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date,

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and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

A physical inventory of all equipment acquired or replaced under this Interlocal Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the FUNDS RECIPIENT shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The FUNDS RECIPIENT shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the FUNDS RECIPIENT should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing. Firearms shall be maintained on the FUNDS RECIPIENT'S inventory system irrespective of cost, and the following equipment with costs between \$500 and \$5,000 shall be maintained on the inventory system: (1) stereo systems, (2) still and video cameras, (3) facsimile machines, (4) VCRs and VCR/TV combinations and (5) cellular and portable telephones.

The FUNDS RECIPIENT may for the purpose of replacing property acquired under this Interlocal Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

The FUNDS RECIPIENT agrees that if a determination is made that any property acquired with funds provided under this Interlocal Agreement with a current per-unit fair market value of \$5,000 or more is no longer needed for the originally authorized purpose, the TCEQ has the right to require disposition of the property by the FUNDS RECIPIENT in accordance with the provisions of this Article.

When during the useful life of property acquired with project funds under this Interlocal Agreement by the FUNDS RECIPIENT and with a current per-unit fair market value of \$5,000 or more, the property is no longer needed for the originally authorized purpose, the FUNDS RECIPIENT agrees to request disposition instructions from the TCEQ. When property acquired by a FUNDS RECIPIENT with project funds provided by the TCEQ under this Interlocal Agreement is no longer needed for the originally authorized purpose, the FUNDS RECIPIENT agrees that this Interlocal Agreement will require the NCTCOG to request disposition instructions from the FUNDS RECIPIENT or, if the NCTCOG is no longer administering a Regional Solid Waste Implementation Project Program, the TCEQ.

The NCTCOG shall, in turn, request authorization from the TCEQ to provide disposition instructions to the FUNDS RECIPIENT. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the Texas Health Safety Code Annotated.

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In cases where the FUNDS RECIPIENT fails to take appropriate disposition actions, the TCEQ may direct the NCTCOG to take excess and disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.

Retain title, sell, or otherwise disposed of with no obligation to compensate the TCEQ or, in the case of a FUNDS RECIPIENT. Retain title after compensating the TCEQ or, in the case of a implementation project funding recipient, the NCTCOG. If the NCTCOG is compensated by a FUNDS RECIPIENT for property acquired using funds provided under this Interlocal Agreement, the NCTCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.

Sell the property and compensate the TCEQ or, in the case of project funding recipient, the NCTCOG. If the NCTCOG is compensated by a FUNDS RECIPIENT for property acquired using funds provided under this Interlocal Agreement, the NCTCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support the goals of this or similar future programs conducted by the TCEQ. The amount due will be calculated by applying the TCEQ percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the project is still active, the net proceeds from sale may be offset against the original cost of the property. When the FUNDS RECIPIENT is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

Transfer title to the TCEQ or, in the case of an implementation project funds recipient, the NCTCOG, or to a third-party designated/approved by the TCEQ. If the FUNDS RECIPIENT participated financially in the original purchase of the property, the FUNDS RECIPIENT may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.

Items of property with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the FUNDS RECIPIENT with no further obligation to the TCEQ. Methods used to determine per-unit fair market value must be documented, kept on file and made available to the TCEQ upon request.

Article 12. Contractual Expenses

No contractual expenditures are eligible for reimbursement under this Interlocal Agreement, unless such contracts' scope of work has been approved ahead of time, in writing, by the NCTCOG. Any amendments to the FUNDS RECIPIENT'S subcontract authorization for reimbursement under this Interlocal Agreement, whether or not such subcontract required NCTCOG's pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Interlocal Agreement, must be approved in writing by the NCTCOG.

Examples of contractual expenses include professional (subcontracted) services. The FUNDS RECIPIENT is expected to conform to the appropriate bidding and contracting laws and regulations according to the FUNDS RECIPIENT'S own internal policies and procedures. In addition, the FUNDS RECIPIENT is required to maintain documentation that the costs incurred

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for contractual expenses (including subcontract expenses) were reasonable and necessary. Please note the specific guidance applicable to project restrictions, especially regarding projects that require a TCEQ permit or registration.

All outlays that fall within the "Contractual" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT/F2-B, to accompany the Request for Reimbursement (Form PT-F2). In addition, the FUNDS RECIPIENT shall attach, for each item listed, legitimate documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed.

Supporting documentation shall include a purchase order marked "received/paid" and an invoice similarly marked, plus a copy of the check under which payment for the expense was made. In the case of subcontractor services, the supporting documentation shall consist of a dated invoice marked "received/paid" showing the amount billed to the FUNDS RECIPIENT, indicating any "past due" amount from previous invoices and a copy of the check.

Article 13. Construction

Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. Examples include: facility design, site preparation and facility construction, including slabs, paving, awning, attendant shelters with sanitation facilities, fencing and lighting, containment berms, and electronic data-recording equipment.

The FUNDS RECIPIENT shall obtain and pay for all construction permits and licenses. The FUNDS RECIPIENT shall also pay all charges of utility owners for connections to the work and for charges associated with capital costs related thereto, such as plant investment fees.

The FUNDS RECIPIENT is expected to conform to the appropriate bidding process according to the FUNDS RECIPIENT'S own internal policies and procedures. In addition, the FUNDS RECIPIENT is required to maintain documentation to support that the cost incurred were reasonable and necessary. Appropriate costs that may be included are:

- a. The costs of planning the project.
- b. The cost of materials and labor connected to the construction project.
- c. The cost of equipment attached to the permanent structure; and
- d. Any subcontracts (including contracts for services) performed as part of the construction.

All outlays that fall within the "Construction" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT/F2-C, to accompany the Request for Reimbursement (Form PT-F2). In addition, the FUNDS RECIPIENT shall attach, for each item listed, legitimate supporting documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed. The supporting documentation shall include a copy of the purchase order marked "received/paid", and an invoice similarly marked plus a copy of the check. In the case of subcontractor services, the supporting documentation shall consist of a dated invoice showing the amount billed to the FUNDS RECIPIENT and any "past due" amount from previous invoices marked "received/paid" indicating the check number. In addition, the FUNDS RECIPIENT is subject to all the requirements related to Title to Equipment and Construction Facilities, as indicated in Attachment D, Article 11.

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Article 14. Other Expenses

No expenses under the "Other" budget category, including computer hardware or software purchases not included under the "Equipment" budget category, shall be eligible for reimbursement under this Interlocal Agreement, unless approved ahead of time, in writing, by the NCTCOG.

The "Other" expenses as identified in Attachment B of the Project Budget are allowed. The restrictions set forth in the Uniform Grant and Contract Management Standards apply. All expenses budgeted under this "Other" category shall be itemized by the project funds recipient when requesting reimbursement. Some expenses that may be appropriate include:

a. Postage/delivery	g. Office Space
b. Telephone/FAX	h. Basic Office Furnishings
c. Utilities	i. Legal Costs
d. Printing/Reproduction	j. Vehicle Maintenance
e. Advertising/Public notices	k. Any others
f. Signage	

The expenses under this budget category must receive NCTCOG's written approval prior to purchase. Again, for these "other" expenditures, documentation for reimbursement must show that the expenses were incurred (a copy of the check), and shall include purchase orders if issued and invoices, or receipts marked "received/paid." Any Request for Reimbursement must include an itemization of the expenses, using Form PT/F2-D.

Article 15. Indirect Expenses

Indirect costs rates under this Interlocal Agreement shall comply with all provisions of §391.0115 of the Texas Local Government Code relating to the restrictions on commission costs, and the FUNDS RECIPIENT shall advise the NCTCOG in writing in the event such compliance will necessitate a reduction or other change to the indirect cost rate(s) set forth in the budget identified under Attachment B.

The Indirect Cost Rate(s) included under Attachment B shall remain in effect subject to formal approval by either a Federal Cognizant Agency, a State Coordinating Agency based on a recent audit performed by an independent auditor, or another funding entity, that specifically examines and reports the indirect cost rate for the FUNDS RECIPIENT accounting period(s) covered under this Interlocal Agreement. The FUNDS RECIPIENT agrees to reimburse the NCTCOG any overpayments received as a result of any final audit finding.

In the event that the FUNDS RECIPIENT'S Federal Cognizant Agency, or State Coordinating Agency approves, prior to the termination date of this Agreement, determines a final audited indirect cost rate which is different from the indirect rate set forth in this Interlocal Agreement, the FUNDS RECIPIENT and the NCTCOG may negotiate a new contract budget and incorporate such into this Interlocal Agreement by way of a contract change. Nothing in this section, or the results of any indirect cost audit or final indirect cost rate approval, shall cause the NCTCOG to owe the FUNDS RECIPIENT more than the FUNDS RECIPIENT amount shown in budget set forth in Attachment B.

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Article 16. In-kind services/Cash Contributions

In reference to the performance of the FUNDS RECIPIENT under this Interlocal Agreement, In-kind Services shall be for staff or services directly involved with the work related activities as defined in the approved work plan. A cash contribution is a monetary contribution to the project budget provided by the FUNDS RECIPIENT.

In-kind Services and Cash Contributions as defined in the approved Project Budget, will be tracked separately with the understanding that in the event that such services and/or contributions are not provided during the term of this Interlocal Agreement, the NCTCOG may terminate the Interlocal Agreement for non-compliance.

The FUNDS RECIPIENT shall track In-kind Services and Cash Contributions separately from project funding and shall itemize those costs on the required Form PT/F2-E, which shall be submitted with each Request for Reimbursement (Form PT-F2).

Article 17. Project Contacts

The NCTCOG hereby designates the person in Article 17 of this Attachment as the individual authorized to give direction to the FUNDS RECIPIENT for the purposes of this Interlocal Agreement. The NCTCOG Project Representative shall not be deemed to have authority to bind the NCTCOG in contract unless the NCTCOG's Executive Director has delegated that person to have such authority.

The FUNDS RECIPIENT shall identify as its Project Representative, the person authorized to receive direction from the NCTCOG, to manage the work being performed, and to act on behalf of the FUNDS RECIPIENT. The FUNDS RECIPIENT'S Project Representative shall not be deemed to have authority to bind the FUNDS RECIPIENT in contract unless the FUNDS RECIPIENT, in writing, specifically specifies such authority to the NCTCOG.

Either party may change its Project Representative as the need arises. In addition, the Project Representative of either party may further delegate his or her authority if necessary, including any delegation of authority to a new Project Representative. The party making any change in the Project Representative shall provide written notice of the change to the other party.

The NCTCOG hereby designates the individual below as the person to give direction to the FUNDS RECIPIENT as Project Representative of NCTCOG:

Kathleen Graham, Senior Planner
NCTCOG Environment & Development Department
P. O. Box 5888; 616 Six Flags Drive, Suite 200
Arlington, Texas 76005-5888
TEL (817) 695-9217 FAX (817) 695-9191
Email: kgraham@nctcog.org

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The FUNDS RECIPIENT hereby designates the individual named below as the person authorized to receive direction from the NCTCOG, to manage the work being performed, and to act on behalf of the FUNDS RECIPIENT as the Project Representative:

Robert Smouse
Special Services Superintendent
City of Plano
P. O. Box 860358
Plano, TX 75086-0358
TEL (972) 769-4199 FAX (972) 769-4272
Email: roberts@plano.gov

The FUNDS RECIPIENT designates the following location for record access and review:

Environmental Waste Services Division
4120 W. Plano Parkway
Plano, Texas

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Attachment E. General Provisions

Article 01. Eligible Project Funding Recipients

Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from the NCTCOG for an implementation project:

- Cities;
- Counties;
- Public schools through their school districts and school districts (does not include universities or post secondary educational institutions);
- Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities; and,
- Councils of Government.

Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive implementation project funding from the NCTCOG. The TCEQ shall provide, on a quarterly basis, the NCTCOG a list of entities for which fee payments are in arrears. The NCTCOG shall allow a potential implementation project applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed to the state. If the potential applicant provides the NCTCOG with documentation of payment of the fees, such as a canceled check or receipt from the state, or waiver of the fee in question, the NCTCOG may consider that applicant to be eligible to receive implementation project funding under this Interlocal Agreement.

Article 02. Responsibilities of the FUNDS RECIPIENT

The FUNDS RECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the FUNDS RECIPIENT under this Interlocal Agreement.

The FUNDS RECIPIENT shall perform such services as may be necessary to accomplish the work required under this Interlocal Agreement, in accordance with the FUNDING AGENCY and contractual requirements and any and all applicable law.

The NCTCOG may require the FUNDS RECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the FUNDS RECIPIENT to ensure that such reports and services fulfill the purposes of this Interlocal Agreement. The FUNDS RECIPIENT shall make the required corrections or revisions without additional cost to the NCTCOG.

Neither the NCTCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Interlocal Agreement or of any cause of action arising out of the performance of this Interlocal Agreement; and the FUNDS RECIPIENT shall be, and remain liable in accordance with applicable law for all damages to the NCTCOG, including reasonable attorney's fees and court costs caused by the FUNDS

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RECIPIENT'S negligent performance of any of the services furnished under this Interlocal Agreement.

The obligations of the FUNDS RECIPIENT under this Article are in addition to the FUNDS RECIPIENT'S other express or implied assurances under this Interlocal Agreement or applicable law.

Article 03. Oversight of Solid Waste Implementation Project Program

NCTCOG staff, through its designated Project Representative, is responsible for managing the solid waste implementation project program, for negotiating the work scope of services, the budget, and the term of the Interlocal Agreement. NCTCOG staff will review and authorize Requests for Reimbursement; review progress reports and will undertake site visits.

In addition, NCTCOG's Resource Conservation Council (RCC), the regional solid waste advisory committee under the Executive Board, will oversee the comprehensive implementation project program assure compliance with state requirements and achievement of regional objectives. Other oversight duties of the RCC will include arbitration of projects as necessary and review and approval of key contract amendments.

Article 04. Standards for Implementation Projects

The following standards and limitations apply to all implementation project activities funded under this Agreement. The FUNDS RECIPIENT is responsible for ensuring compliance of these standards in the following project categories.

Local Enforcement. This category consists of projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, funding recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations. Examples of categories eligible for funding include equipment such as vehicles, communications equipment, and surveillance equipment as well as program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance. Also eligible for funding is protective gear and supplies and educational materials. Funding limitations specific to this category are set forth in this Section.

Funds may not be provided to any law enforcement agency regulated by Chapter 415, Texas Government Code, unless: (a) the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Standards and Education pursuant to Chapter 415, Texas Government Code; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations

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pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.

Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

Source Reduction and Recycling. This category includes projects that provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. Funded activities may include: facility design and construction; equipment, such as chippers, balers, crushers, recycling and composting containers, trailers, forklifts, and trucks; program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, and training; and, educational materials; printing and advertisement expenses. Funding limitations specific to this category are set forth in this Section.

Programs and projects funded under this category shall have as a goal and be designed to provide a measurable effect on reducing the amount of municipal solid waste being disposed of in landfills.

Any program or project funded with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Projects funded under this Interlocal Agreement may not include programs dedicated to the collection and/or recycling of automotive wastes, to include scrap tires, used oil, oil filters, antifreeze, or lead-acid batteries. This restriction includes the purchase of equipment to shred or split scrap tires. However, this restriction does not apply to the ancillary collection of these materials as part of a comprehensive Household Hazardous Waste Collection facility or program.

Local Solid Waste Management Plans. This category includes projects to develop and have adopted by the TCEQ a local solid waste management plan, in accordance with Subchapter D, §363 of the Texas Health & Safety Code, as implemented by TCEQ rule, 30 TAC Chapter 330, Subchapter O, or to amend an existing local solid waste management plan that has been

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adopted by the TCEQ. Funding limitations applicable to this category are set forth in this Section. The local planning area must be consistent with one or a combination of local solid waste management planning sub-regions identified by the NCTCOG in the regional solid waste management plan.

Funding provided under this category may not be used for final engineering work, designs, or construction plans. At least one year should be allowed for the completion and adoption of the local plan.

Citizens' Collection Stations and "Small" Registered Transfer Stations. This category includes projects to construct and equip citizens' collection stations, as these facilities are defined under 30 TAC §330.2, TCEQ Regulations. Municipal Solid Waste Transfer Stations that qualify for registration under §330.4(d)(1) - (3) or §330.4(r) of the TCEQ Regulations may also be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded. The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.4(d) or §330.4(r), TCEQ Regulations, may be funded. Other permitted or registered transfer stations may not be funded.

A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded.

Funds may be used for projects funded for these types of facilities shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Funds may also be used for periodic community collection events, held not more frequently than four times per year, to provide for collection of residential waste materials for which there is not a readily-available collection alternative, such as large and bulky items that are not picked up under the regular collection system.

Transfer stations that qualify for a registration solely due to their location within a permitted municipal solid waste facility, under §330.4(d)(4), may not be funded.

Municipal solid waste transfer stations that qualify for a registration only under the provisions of §330.4(q) of the Municipal Solid Waste regulations allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of §330.4(d) of the Municipal Solid Waste regulations, may not be funded. However, those components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.

Municipal Solid Waste transfer stations that are used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under §330.4(r) of the Municipal Solid Waste regulations may be funded under this category. Specifically, §330.4(r) of the regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.

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Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed may not be funded.

Transfer stations that require a registration must have already received that registration from the TCEQ before a grant may be awarded.

Household Hazardous Waste Management. This category includes projects that provide a means for the collection, recycling or reuse, and/or proper disposal of household hazardous waste, including household chemicals and other materials. Projects may include collection events, consolidation and transportation costs associated with collection activities, recycling and/or reuse of materials; proper disposal of materials; permanent collection facilities, and education and public awareness programs. Funds may also be used to support Texas Country Cleanup events, conducted in conjunction with the TCEQ. Funding limitations specific to this category are set forth in this Section.

Projects under this category must be coordinated with the TCEQ HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

Funds provided under this Interlocal Agreement may not be used for programs and activities related to the collection and management of commercial, industrial, and hazardous wastes.

Funds provided under this Interlocal Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded from disposal in municipal solid waste landfills. However, collection of these materials may be included as part of a comprehensive Household Hazardous Waste collection and management program, so long as that is not the sole intent of the program.

Technical Studies. This category includes projects which include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local level. Projects under this category may also include research and investigations to determine the location and boundaries of closed municipal solid waste landfills in support of the regional solid waste landfill inventory program. Funding limitations specific to this category are set forth in this Section.

All technical studies shall be consistent with the adopted regional solid waste management plan, and prepared in accordance with the Content and Format Guidelines provided by the TCEQ.

Funding may not be used for final engineering work, designs, or construction plans.

A landfill or landfiling may be the topic of a technical study only if it is part of an overall, integrated solid waste management system. However, this restriction does not apply to research related to an inventory of closed municipal solid waste landfill sites.

Litter/Illegal Dumping Cleanups and Community Cleanup Events. This category includes ongoing and periodic activities to clean up litter and illegal dumping of municipal solid waste, to include lake and river cleanup events conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup Program. Projects included under this category may include general community cleanup events designed to involve the residents and community in

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periodic cleanup of litter and trash within the community as well as waste removal; disposal or recycling of the removed materials; fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems is also included. Reuse or recycling options should be considered for managing the materials collected, to the extent feasible. Funding limitations specific to this category are set forth in this Section.

Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.

Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 non-hazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 non-hazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Interlocal Agreement.

All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, the NCTCOG may consider withholding at least ten (10) percent of the reimbursements under this Interlocal Agreement, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily available collection alternative, are eligible. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. Funding limitations specific to this category are set forth in this Section.

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Educational and Training Projects. Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. This category may be used for "stand-alone" educational projects dealing with a variety of solid waste management topics. This category may include funding for information-exchange activities, subject to the other limitations on travel expenses. Funding limitations specific to this category are set forth in this Section.

Programs and projects funded under this category shall be primarily related to issues involved in the management of municipal solid waste. Education or training events that cover a broader range of environmental issues may be funded on a partial basis appropriate to the extent to which municipal solid waste issues are covered.

Article 05. Monitoring Requirements

NCTCOG shall conduct periodic analysis of FUNDS RECIPIENT'S performance under this Interlocal Agreement for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Interlocal Agreement or as subsequently amended, are achieved by the FUNDS RECIPIENT.

NCTCOG may periodically monitor the FUNDS RECIPIENT for:

- The degree of compliance with the terms of this Interlocal Agreement, including compliance with applicable rules, regulations, and promulgations referenced herein
- The administrative and operational effectiveness of the project
- NCTCOG Project Representative must visit the FUNDS RECIPIENT facility and certify in writing that equipment is on site in order for FUNDS RECIPIENT to receive reimbursement for equipment expenditures.

Article 06. Compliance with Applicable Laws

The FUNDS RECIPIENT shall, except as otherwise provided in this Interlocal Agreement, be responsible for giving notices, obtaining any necessary licenses and permits, complying with all provisions of this Interlocal Agreement, including, but not limited to, all applicable State, Municipal and Local laws, ordinances, rules, regulations and order of any public authority, in connection with the work required by this Interlocal Agreement. The main governing standards include, but may not be limited to, the following:

- §361.014. TEX. HEALTH and SAFETY CODE ANN. (as amended by H.B. 3072, 74th Texas Legislature);
- §330.569 of the TCEQ Municipal Solid Waste Regulations (30 TAC Chapter 330); and
- The Uniform Grant and Contract Management Act, TEX. GOV'T CODE ANN., §§783.001 et. Seq., and the Uniform Grant and Contract Management Standards, 1 Texas Administrative Code (TAC), §§5.141 et. seq. (collectively, "UGCMA").

If the FUNDS RECIPIENT or NCTCOG observes that this Interlocal Agreement is at variance in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Interlocal Agreement modification.

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Article 07. Uniform Grant and Contract Management Act

The provisions of the Uniform Grant and Contract Management Act ("UGCMA") apply to this Interlocal Agreement to the extent required by law.

Article 08. Accounting Systems

The FUNDS RECIPIENT shall have an accounting system that accounts for costs in accordance with Generally Accepted Accounting Standards or Principles, and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The FUNDS RECIPIENT must account for costs in a manner consistent with such standards or principles.

Article 09. Release of Claims

Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement for such work, or prior to settlement upon termination of this Agreement, and as a condition to final payment/settlement, the FUNDS RECIPIENT shall execute and deliver to the NCTCOG a release of all claims against the NCTCOG arising under or by virtue of this Interlocal Agreement.

Article 10. Access/Examination of Records

The FUNDS RECIPIENT shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Interlocal Agreement, including but not limited to, negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the FUNDS RECIPIENT'S office. During the conduct of any such review, audit or inspection, the FUNDS' RECIPIENT'S books, records, and other pertinent documents may, upon prior conference with the FUNDS RECIPIENT, be copied by NCTCOG. All such information shall be handled by the parties in accordance with good business ethics. The FUNDS RECIPIENT shall provide proper facilities for such access and inspection.

The FUNDS RECIPIENT shall also maintain and make available at its designated location the financial information and data used by the FUNDS RECIPIENT or its designee (including independent financial auditors) in the preparation and support of any cost submission or cost (direct and indirect), price or profit analysis for this Interlocal Agreement or any negotiated Sub-Agreement or change order, and a copy of the cost summary shall be submitted to the NCTCOG.

The NCTCOG, or any of its duly authorized auditors or representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, audit or inspection.

The records to be thus maintained and retained by FUNDS RECIPIENT shall include (without limitation):

- personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of FUNDS RECIPIENT'S employees working full or part time on the work, as well as canceled payroll checks or signed receipts for payroll payments in cash;

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- invoices for purchases, receiving and issuing documents, and all other unit inventory records for FUNDS RECIPIENT'S stocks or capital items; and
- paid invoices and canceled checks for materials purchased, subcontractor costs, and/or and any other third parties' charges.

Records under section (a) above shall be maintained and made available during the entire period of performance of this Interlocal Agreement and until three (3) years from the date of the final NCTCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.

Access to records is not limited to the required retention periods. The authorized representatives designated in Attachment D, Article 17 of this Interlocal Agreement shall have access to records at any reasonable time for as long as the records are maintained. Access to records applies to financial records pertaining to all subagreements and related changes, to the extent the records reasonably pertain to subagreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the subagreement is terminated for default or for convenience. The NCTCOG reserves the right to require reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the FUNDS RECIPIENT on work performed under this Interlocal Agreement.

Article 11. Audits

The FUNDS RECIPIENT shall engage an independent financial auditor and conduct an annual audit of the FUNDS RECIPIENT financial statements in accordance with the Single Audit provisions of the USMS and those listed in this Article. The FUNDS RECIPIENT shall deliver to the NCTCOG each audit report within fifteen (15) calendar days of completion of the audit report. The FUNDS RECIPIENT is responsible for including the Single Audit requirements in all sub-agreements and shall be responsible for insuring adherence to those requirements by all subcontractors.

All terms used in connection with audits in this Interlocal Agreement shall have the definitions and meanings assigned in the Single Audit Circular in the UGMS.

Provisions of the Single Audit Circular in Part IV of the UGMS shall apply to all non-state entities expending the funds of this grant, whether they are recipients, receiving the funds directly from the NCTCOG or are sub-recipients, receiving the funds from a pass-through entity (a recipient or another sub-recipient). In addition, the FUNDS RECIPIENT shall require the independent auditor to supply all audit work papers substantiating the work performed, at the request of the NCTCOG or its designee. Audits shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

Article 12. Insurance and Liability

The FUNDS RECIPIENT understands and agrees that it shall be liable to repay and shall repay upon demand to NCTCOG any amounts determined by NCTCOG, its independent auditors, or any agency of state government any funds which have been paid in violation of the terms of this Interlocal Agreement.

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Article 13. Hazardous Substances, Waste Disposal and Manifests

The FUNDS RECIPIENT shall comply with all applicable laws and regulations, including but not limited to, those relating to hazardous substances, waste disposal, and manifests. The FUNDS RECIPIENT shall ensure that the same requirement will be incorporated into sub-agreements and/or subcontracts awarded under the provisions of this Interlocal Agreement.

Article 14. Conflicts of Interest

No employee, officer or agent of the FUNDS RECIPIENT shall participate in selection, or in the award or administration of a contract supported by State funds, if a conflict of interest, real or apparent, would be involved:

- The employee, officer or agent.
- Any member of his immediate family.
- His or her partner.
- An organization which employs, or is about to employ any of the above.

Such a conflict arises when any of the above has a financial or other interest in the subcontractor selected. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontractors. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violation of such standards by the FUNDS RECIPIENT officers, employees, or agents, or by contractors or their agents as specified in the Uniform Grant Management Standards. The FUNDS RECIPIENT shall notify the NCTCOG immediately upon discovery of any potential or actual conflict of interest. The FUNDS RECIPIENT agrees that the NCTCOG and the TCEQ have sole discretion to determine whether a conflict of interest exists and that the NCTCOG may terminate this Interlocal Agreement at any time, on the grounds of actual or apparent conflict of interest.

The FUNDS RECIPIENT shall notify the NCTCOG in writing of any actual, apparent, or potential conflict of interest regarding any individual performing or having access to information regarding the services in question. As applicable, the notification shall include both organizational conflicts of interest and personal conflicts of interest. Any individual with a personal conflict of interest shall be disqualified from taking part in any way in the performance of any services that created the conflict of interest.

Article 15. Survival of Obligations

All representations, indemnification's, warranties and guarantees made in, required by or given in accordance with this Interlocal Agreement, as well as all continuing obligations indicated in this agreement, will survive final payment, completion and acceptance of the service and termination or completion of the Interlocal Agreement.

Article 16. Contractual Costs

The FUNDS RECIPIENT'S contractual costs must comply with allowable cost requirements. FUNDS RECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If the FUNDS RECIPIENT has

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no competitive procurement policy, the FUNDS RECIPIENT must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All sub-agreements/subcontracts awarded by the FUNDS RECIPIENT under this Interlocal Agreement shall be in accordance with the Uniform Grant Management Standards adopted by the Governor's Office of Budget and Planning.

Article 17. Changes to Interlocal Agreement

A Major Change will include one or more of the following:

- (1) An increase or decrease in the amount of compensation to the FUNDS RECIPIENT;
- (2) An extension or shortening of the term of the Agreement
- (3) A significant change in the scope of the Agreement or the services to be performed; or
- (4) Any action that is beyond the authority of the Executive Director of the NCTCOG.

Implementation of a Major Change must be preceded by a formal written amendment to the agreement. The amendment must contain a description of the proposed change and shall be signed by persons authorized to bind each party in contract. Any amendment that exceeds the contractual authority of the Executive Director of NCTCOG also requires the consent, at Agenda, of a majority of the NCTCOG Executive Board.

Any proposed change that is not a Major Change may qualify as a Minor Change. A Minor Change shall require the written agreement of both Project Representatives but shall not require a formal amendment to the contract. A copy of the authorization must be retained in the appropriate file of both the FUNDS RECIPIENT and the NCTCOG.

If the FUNDS RECIPIENT requests a Minor Change and the Project Representative does not approve the request as a Minor Change, then the change shall be deemed a Major Change and the FUNDS RECIPIENT may only obtain authorization to proceed by a formal written amendment to this Interlocal Agreement.

Article 18. Severability

All parties agree that should any provision of this Interlocal Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Interlocal Agreement, which shall continue in full force and effect.

Article 19. Intellectual Property

For the purpose of this Article, "intellectual property" refers to:

- Any discovery or invention for which patent rights may be acquired;
- Any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials; and;
- Any other materials for which intellectual property rights may be obtained.

If the FUNDS RECIPIENT first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property during the course of its work under this Agreement, it shall report that fact to the NCTCOG.

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The FUNDS RECIPIENT may obtain governmental protection for rights in the intellectual property. However, the NCTCOG hereby reserves a nonexclusive, royalty-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. The NCTCOG also reserves a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the FUNDS RECIPIENT obtains rights with funds received under this Interlocal Agreement.

In performing work under this Interlocal Agreement, the FUNDS RECIPIENT shall comply with all laws, rules and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold the NCTCOG harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the NCTCOG against, any claims for infringement related to its work under this Agreement.

The FUNDS RECIPIENT expressly acknowledges that persons with visual impairments may not expend state funds in connection with the purchase of an automated information system unless that system meets certain statutory requirements under §2157.005 of the Government Code, relating to accessibility. Accordingly, the FUNDS RECIPIENT represents and warrants to the NCTCOG that the technology provided to the NCTCOG for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating displays, and customizable display appearances.

Article 20. Correspondence

All project related notices, reports and other contractual communications under this Interlocal Agreement shall be sent to the NCTCOG Project Representative as specified under Attachment D, Article 17. All such communications shall be considered duly given if hand delivered; delivered by nationally recognized courier service, or mailed by certified or registered mail, return receipt requested. All such communications shall be deemed given when received, as evidenced by the signed acknowledgment of receipt by the recipient; the confirmation of delivery by the courier service; or the receipt returned by the sender.

Article 21. Data and Publicity

All data and other information developed under this Interlocal Agreement shall be furnished to the NCTCOG and shall be public data and information, with exception to the extent it is exempt from public access by the Texas Open Records/Public Information Act, Vernon's TEX. GOV'T CODE § 552. Upon termination of this Agreement, all data and information shall become the joint property of the NCTCOG and the FUNDS RECIPIENT.

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Article 22. Assignability

This Interlocal Agreement is not transferable or otherwise assignable by the FUNDS RECIPIENT without the written consent of the NCTCOG. Any attempted transfer is void without the written consent of the NCTCOG.

Article 23. Sub-agreements and Subcontracts

All contractual expenditures using funds provided under this Interlocal Agreement shall meet UGCMA, and all procurement laws, applicable to the FUNDS RECIPIENT and subcontractor, including the Professional Services Procurement Act. Note that the Common Rule of OMB Circular A-102, as adopted in the UGCMA, precludes the use of the cost plus a percentage of cost method of contracting.

Any subcontractor acquired by the FUNDS RECIPIENT in connection with the services covered by this Interlocal Agreement will be limited to such individuals or firms, scope of work, and budget amounts as are specifically (1) identified herein; or as (2) approved by the NCTCOG during the performance of this Interlocal Agreement prior to execution of a contract with the subcontractor. Any substitution in such subcontractor, the scope of work, and budget amounts will be subject to the prior written approval of the NCTCOG.

The FUNDS RECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The FUNDS RECIPIENT shall ensure that all subcontractors comply with Article 10, Access/Examination of Records and all other provisions required by this Interlocal Agreement. The NCTCOG reserves the right to perform an independent audit of all subcontractors.

Funds provided by the NCTCOG pursuant to this Interlocal Agreement that are paid to the subcontractor shall be used by the subcontractor solely to satisfy the purposes of this Interlocal Agreement.

Article 24. Supplemental Funding Standards

In addition to the standards set forth in applicable laws and regulations, the standards outlined below apply to all uses of the funds provided under this Interlocal Agreement including the implementation projects awarded funds by the FUNDS RECIPIENT. Unless authorization is otherwise specifically provided for in or under the terms of this Interlocal Agreement, the use of funds provided under this Interlocal Agreement, to include funds provided for pass-through grants, shall be in accordance with the supplemental funding standards set forth in this Article.

Payment of Fees. Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.

Land Acquisition Costs. Funds provided under this Interlocal Agreement may not be used to acquire land or an interest in land.

Municipal Solid Waste-Related Programs Only. Funds provided under this Interlocal Agreement may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.

Programs Solely Related to Collection of Certain Wastes. Funds provided under this Interlocal Agreement may not be used for programs and activities solely related to the

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management of automotive wastes, to include: scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other similar wastes excluded from disposal in MSW landfills. Funds may also not be used for the processing of scrap tires, such as through the purchase of equipment to shred or split the tires. However, the collection of these materials may be included as part of a comprehensive household hazardous waste collection and management program, so long as that is not the sole intent of the program.

Activities Related to the Disposal of Municipal Solid Waste. Except as may be specifically authorized under an eligible project category, funds provided under this Interlocal Agreement may not be used for activities related to the disposal of municipal solid waste.

This restriction includes solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste that is to be disposed of; any landfill-related facilities or activities. This also includes the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. This provision does not apply to activities specifically included under an authorized project category, to include landfill scales, citizens' collection stations, and small registered transfer stations.

Projects Requiring a TCEQ Permit. Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of bio-solids for beneficial use. The applicant and/or the FUNDS RECIPIENT should request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

Projects Requiring TCEQ Registration. Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be finally received before that project can be selected for funding.

Projects that Create a Competitive Advantage Over Private Industry. In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this Interlocal Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.

Supplanting Existing Funds. Funds provided under this Interlocal Agreement may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same and that were active at the time of the project application, and were funded from a source other than a previous solid waste project, are not eligible for project funding. This provision does not apply to the salaries for staff of the FUNDS RECIPIENT in its conduct of activities under this Interlocal Agreement.

Food/Entertainment Expenses. Funds provided under this Interlocal Agreement may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.

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Use of Alcoholic Beverages. Funds provided under this Interlocal Agreement may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.

Funds to Law Enforcement Agencies. Funds provided under this Interlocal Agreement may not be provided to any law enforcement agency regulated by Chapter 415 of the Texas Government Code, unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415 of the Texas Government Code, or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

Article 25. Identification of the Funding Source

The FUNDS RECIPIENT must acknowledge the financial support of the NCTCOG and the State of Texas whenever work funded, in whole or part, by this Interlocal Agreement, is publicized or reported by news media or publications. All reports and other documents completed as a part of this Interlocal Agreement, other than documents prepared exclusively for internal use within the NCTCOG, shall carry the following notation on the front cover or title page:

"Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality."

Article 26. Theme Phrase For Public Education Materials

The FUNDS RECIPIENT is encouraged to use the phrase, "Take It Personally!" on all written documents, publicity, and advertisement materials produced for public education purposes. This consistent image that will appear on all materials distributed by the FUNDS RECIPIENT will promote an understanding of the program, its mission, and its interconnectedness with other issues and programs. For the NCTCOG region, the slogan for all environmental, resource conservation, outreach activities is "Take It Personally!" NCTCOG will furnish the FUNDS RECIPIENT with camera-ready artwork of this phrase for imprinting purposes upon request.

Article 27. Americans With Disabilities Act Requirements

The FUNDS RECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101- 12213 (Pamph 1995).

Article 28. Employment Practices

The FUNDS RECIPIENT agrees that in the performance of this Interlocal Agreement, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The FUNDS RECIPIENT assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this Interlocal Agreement.

Article 29. Statutes Relating to Nondiscrimination

The FUNDS RECIPIENT shall comply with all applicable state and federal statutes relating to nondiscrimination that include, but are not limited to, those listed in the Uniform Grant Management Standards.

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Article 30. Utilization of Small, Minority, and Women's Business Enterprises

The FUNDS RECIPIENT agrees that qualified Historically Underutilized Businesses shall have the maximum practicable opportunity to participate in the performance of this Interlocal Agreement.

Article 31. Safety and Protection

Where applicable, the FUNDS RECIPIENT shall be responsible for maintaining and supervising all necessary safety precautions and programs in connection with the work/services performed under this Interlocal Agreement.

Article 32. Energy Efficiency Standards

The FUNDS RECIPIENT is encouraged to follow standards and policies on energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163).

Article 33. Force Majeure

A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage.

Provided this Interlocal Agreement is still in force, and subject to the conditions below, if a delay or failure of performance by either party results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event if, and to the extent that:

- the delay or failure was beyond the control of the party affected and not due to its fault or negligence; and
- the delay or failure was not extended because of the affected party's failure to use all diligence to overcome the obstacle or to resume performance immediately after the obstacle was overcome.

No time extension shall be granted under this Article unless the party seeking relief has notified the other in writing within a reasonable time after commencement of the event, of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the timetable by which the FUNDS RECIPIENT intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.

The NCTCOG shall be responsible for costs related to a force majeure event, only if they are incurred by the FUNDS RECIPIENT after the prior written request by the NCTCOG Project Representative, to incur such costs. Neither NCTCOG nor the FUNDS RECIPIENT shall have, and both hereby waive, any claim whatever for any damages resulting from delays caused by force majeure events.

Article 34. Termination of Interlocal Agreement

This Interlocal Agreement shall terminate upon full performance of all requirements contained herein, unless this Interlocal Agreement is amended in writing.

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This agreement may be terminated in whole or in part in writing by either contracting party in the event of substantial failure by the other party to fulfill its obligation under this Interlocal Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given:

Not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and an opportunity for consultation with the terminating party prior to termination.

This Interlocal Agreement may be terminated in whole or in part in writing by NCTCOG for its convenience, provided that the FUNDS RECIPIENT is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate. Circumstances in which NCTCOG may terminate for convenience include, but are not limited to, the Texas Legislature's withdrawal of appropriations for this project or the FUNDS RECIPIENT'S continued or repeated failure to perform tasks and submit reports in a complete, correct and consistent manner.

If termination for default of this Article, or for reduction or loss of Legislative appropriations of this Article is effected by NCTCOG, an adjustment in the Interlocal Agreement amount shall be made, but: no amount shall be allowed for anticipated profit on unperformed services, tasks or other work; and

Any payment due the FUNDS RECIPIENT at the time of termination may be adjusted to the extent of any reasonable additional costs incurred by NCTCOG by reason of THE FUNDS RECIPIENT'S default. The equitable adjustment for any termination shall provide for payment to the FUNDS RECIPIENT for services rendered and expenses incurred by the FUNDS RECIPIENT relating to contracts entered into prior to the termination, in addition to termination settlement costs reasonably incurred by the FUNDS RECIPIENT relating to contracts entered into prior to the termination.

Upon receipt of a termination notice the FUNDS RECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the FUNDS RECIPIENT in performing this Interlocal Agreement, whether completed or in progress.

Upon termination of this Interlocal Agreement, the NCTCOG may take over the work and prosecute the same to completion by agreement with another party or otherwise. If, after termination for failure of the FUNDS RECIPIENT to fulfill its contractual obligations, it is determined that the FUNDS RECIPIENT had not so failed, the termination shall be deemed to have been effected for the convenience of the NCTCOG.

If any delay or failure of performance is attributed to an event as defined in Force Majeure, the FUNDS RECIPIENT may in its sole discretion terminate this Interlocal Agreement in whole or in part. If such termination is effected, an equitable adjustment shall be made in accordance with this Article.

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Definitions

Wherever used in this Interlocal Agreement, the following terms have the meaning indicated which are applicable to both the singular and plural thereof. This list is not meant to be inclusive nor exclusive of all pertinent grant definitions:

Accrued expenditures: The charges incurred by the grantee during a given period requiring the provisions of funds for: (1) Goods and other tangible property received; (2) services performed by employees, contractors, subcontractors, and other payees, and (3) other amounts becoming owed under programs for which no current services or performance is required, such as annuities, insurance claims, and other business payments.

Accrued income: The sum of (1) earnings during a given period from services performed by the grantee and goods and other tangible property deliverable to purchasers; and (2) amounts becoming owed to the grantee for which no current services or performance is required by the grantee.

Acquisition cost: For equipment purchases, means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make that property usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance shall be included or excluded from the unit acquisition cost in accordance with the grantee's regular accounting practices.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which clarify, correct or change the Proposal Requirements or the Agreement.

Administrative requirements: Those matters common to grants in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from "programmatic" requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.

Cash contribution: The FUNDS RECIPIENT'S cash outlay, including the outlay of money contributed to the FUNDS RECIPIENT by other public agencies and institutions, and private legislation, federal funds received from other assistance Agreement may be considered as FUNDS RECIPIENT cash contributions.

Common rule: Part III of the Uniform Grant Management Standards, which were promulgated by the Texas Governor's Office of Budget and Planning pursuant to the Uniform Grant Conditions and Management Act, Texas Government Code Chapter 783.

Contract Documents: The Interlocal Agreement and the documents that are described in and incorporated into the Interlocal Agreement. Together, the Contract Documents form the contract between the parties.

Contract Price: The moneys payable by the NCTCOG to the FUNDS RECIPIENT for completion of the work in accordance with the Contract Documents as stated in the Interlocal Agreement (subject to the provisions included in the Interlocal Agreement).

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Contract Times: The number of days or dates stated in the Interlocal Agreement to complete the work so that it is ready for final payment.

Cost sharing or matching: The value of the third party in-kind contributions and the portion of the costs of a State assisted project or program not borne by the State.

Cost-type Contract: A contract or subcontract under a grant in which the FUNDS RECIPIENT or subcontractor is paid on the basis of the costs it incurs, with or without a fee.

Equipment: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A FUNDS RECIPIENT may use its own definition of equipment provided that such definition would include all equipment defined above.

Expiration Date of the Interlocal Agreement: The date indicated in the Interlocal Agreement as the date that the Interlocal Agreement terminates (end date of the Interlocal Agreement).

Financial Completion: In the opinion of the Funding Agency (NCTCOG and TCEQ), the work as outlined in the Interlocal Agreement is complete.

Funding Agency: The Texas Commission on Environmental Quality through the North Central Texas Council of Governments.

Government: A Federal or State agency or a local government.

Historically Underutilized Business (HUB): As defined by Texas law and delineated in the State Purchasing and General Services Act, as amended September 1, 1995, a historically underutilized business as a corporation or a partnership in which fifty-one percent (51%) or more of the corporation's stock (or other equitable securities) or partnership's assets and interest are owned by one or more socially disadvantaged persons, who have a proportionate interest and actively participates in the corporation or partnership control, operation, and management. If the business is a sole proprietorship, the socially disadvantaged person must completely own, operate and control the business. Socially disadvantaged persons include members of certain groups including African Americans, Hispanic Americans, American Women, Asian Pacific Americans, and Native Americans.

Intellectual Property: (1) any and all inventories, discoveries, improvements, or creations for which copyright, trade secret, patent or other proprietary rights may be acquired, (2) any photographs, graphic designs, plans, drawings, specifications, computer programs, computer files, documentation, technical reports, operating manuals, or other copyrightable materials, and (3) any other work fixed in any tangible medium of expression which can be perceived, reproduced, or otherwise communicated for which copyright, trade secret, patent or other proprietary rights may be acquired.

Intellectual Property Rights: Patents, trademarks, trade secret rights, confidential information rights or any other proprietary rights to which a person may be entitled or may actually possess. Intellectual Property Rights include all rights of ownership and original authorship throughout the world.

Interlocal Agreement: The "NCTCOG Interlocal Agreement" which contains the salient terms of the Agreement between the FUNDS RECIPIENT and the NCTCOG and covers the work to

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be performed; also describes and includes any additional agreement documents which may be attached to the Interlocal Agreement and made a part thereof as provided therein.

Laws and Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and other orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Liens: Charges, security interests, liens or encumbrances upon real property or personal property.

Local government: Local and regional political subdivisions located within the State of Texas. The meaning is broaden to include eligible recipients of solid waste pass-through grant funds: Cities; Counties; Public Schools and School Districts (excluding Universities or post secondary educational institutions); Other general and special law districts created in accordance with State law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

Minor Change: A written document which provides for minor changes in the work to be performed under the Interlocal Agreement, but does not involve a changed in the contract price or the contract times.

Obligations: The amount of orders placed, contracts and sub-grants awarded, goods and services rendered, and similar transactions during a given period that will require payment by the grantee during the same or a future period.

Outlay (expenditures): Charges made to the project or program. Outlays may be reported on a cash or accruals basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to FUNDS RECIPIENT. For reports prepared on an accrued expenditure basis, outlays are the sums of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subcontractors, and other payees, and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefit payments.

Percentage of completion method: A system under which payments are made for work according to the percentage of the completed work, rather than to the FUNDS RECIPIENT 's cost incurred.

Prior Approval: Documentation evidencing consent prior to incurring specific costs.

Project: The total body of services rendered of which the work to be provided under the Interlocal Agreement may be the whole, or a part as indicated elsewhere in the Interlocal Agreement.

Project Representative: The individual who is authorized to execute the work program identified in the Interlocal Agreement. This individual must be an employee of the grant recipient and may or may not have contractual authority.

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Real Property: Land, including land improvements, structures and appurtenances thereto, excluding moveable machinery and equipment.

Share: When referring to the TCEQ's portion of real property, equipment or supplies, means the same percentage as the TCEQ's portion of the acquiring party's total costs under the grant to which the acquisition cost of the property was charged. Only costs are to be counted, not the value of the third-party in-kind contributions.

Standards: The Uniform Grant Management Standards.

State: The State of Texas.

Subcontractor: An individual, firm, corporation or local government having a direct contract with the FUNDS RECIPIENT or with any other subcontractor for the performance of a part of the work identified in the Interlocal Agreement.

Supplies: Generally relates to the routine purchase of office supplies (paper, pencils, staples, etc.) or other goods that are consumed in a relatively short period of time in the regular performance of general office activities.

Suspension: (1) temporary withdrawal of the authority to obligate project funds pending corrective action by the FUNDS RECIPIENT, or sub-grantee or a decision to terminate the grant, or (2) an action taken by a FUNDING AGENCY official in accordance with the Interlocal Agreement, State or Federal law, or Regulations to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.

Termination: Permanent withdrawal of the authority to obligate previously-awarded project funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the FUNDS RECIPIENT or sub-grantee. "Termination" does not include (1) withdrawal of funds awarded on the basis of the FUND RECIPIENT'S underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of a grant; (3) refusal to extend a grant or award additional funds to make a competing or noncompeting continuation, renewal, extension or supplemental award; or (4) voiding of a grant upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from inception.

Unliquidated Obligations: For reports prepared on a cash basis, means the amount of obligations incurred by the FUNDS RECIPIENT that has not been paid. Reports prepared on an accrued expenditure basis represent the amount of obligations incurred by the FUNDS RECIPIENT for which an outlay has not been recorded.

Unobligated Balance: The portion of the funds authorized by the FUNDING AGENCY that has not been obligated by the FUNDS RECIPIENT, and is determined by deducting the cumulative obligation from the cumulative funds authorized.

Work: The entire completed services or the various separately identifiable parts thereof required to be furnished under this Interlocal Agreement. Work includes and is the result of performing or furnishing labor, services, materials or equipment as required by the Interlocal Agreement.

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Appendix

I. SUMMARY/RESULTS REPORT OF IMPLEMENTATION PROJECT

- STATUS OF COMPLETION OF WORK TASKS
- PROJECT RESULTS REPORT
 - FORM 10a: LOCAL ENFORCEMENT
 - FORM 10b: LITTER/ILLEGAL DUMPING CLEANUP AND COMMUNITY COLLECTION EVENTS
 - FORM 10c: SOURCE REDUCTION/RECYCLING
 - FORM 10d: LOCAL SOLID WASTE MANAGEMENT PLANS
 - FORM 10e: CITIZENS COLLECTION STATIONS, SMALL REGISTERED TRANSFER STATIONS
 - FORM 10f: HOUSEHOLD HAZARDOUS WASTE
 - FORM 10g: TECHNICAL STUDIES
 - FORM 10h: EDUCATIONAL AND TRAINING PROJECTS

II. REIMBURSEMENT FORMS (FORMS PT-F 1 & 2 plus Itemization Forms)

- Request for Reimbursement Form and Supplemental Reimbursement Forms
 - PT-F1 Project Summary Report
 - PT-F2 Summary of Pass-Through Project Expenditures
 - F2-A Itemization Personnel/Salaries and Travel budget categories
 - F2-B Itemization of Equipment and Contractual Costs
 - F2-C Itemization of Construction Budget category
 - F2-D Itemization of Supplies and the Other Expenditures
 - F2-E Itemization of In-Kind and/or Cash Contributions

III. REQUEST FOR BUDGET REVISION FORM

IV. EXAMPLE of RELEASE OF CLAIMS

These forms are located at the following website:

<http://www.dfwinfo.com/envir/sw/funding/recipients.html>

**FY 2006/2007 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
REQUEST FOR FUNDS - FORM PT-F1**

1. From:

_____ **2. Date:** _____
(Grant project funds recipient)

_____ **3. Project Number:** _____
(Business address)

(City)

(Contact person name and phone number)

4. These funds are requested to cover expenditures for the following period:

_____ through _____
(Date) (Date)

5. Grant project funds received/requested to date: \$ _____

6. Total grant project expenditures to date: \$ _____; **as of:** _____
(Date)

7. How much of item 6 (above) is to be covered by grant project funds? \$ _____

8. Net (subtract item 5 from item 7 (above): \$ _____

9. Amount requested: \$ _____

10. Submitted by:

(Signature)

_____ **Date:** _____
(Printed name of Certifying Officer)

TO BE COMPLETED BY NCTCOG

NCTCOG Approvals:	
_____	_____
Project Representative Signature	Date
_____	_____
Fiscal Coordinator Signature	Date

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**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
SUMMARY OF PASS-THROUGH GRANT EXPENDITURES - FORM PT-F2**

1. COUNCIL OF GOVERNMENTS TO WHICH REPORT IS SUBMITTED: North Central Texas Council of Governments				
2. VENDOR TAX IDENTIFICATION NUMBER:		3. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		
4. CONTRACT/PROJECT NUMBER:				
5. FINAL REPORT: <input type="checkbox"/> YES <input type="checkbox"/> NO				
6. ACCOUNTING BASIS: <input type="checkbox"/> Cash <input type="checkbox"/> Accrual				
7. TOTAL GRANT PERIOD: FROM: _____ TO: _____		8. PERIOD COVERED BY THIS REPORT: FROM: _____ TO: _____		
9. BUDGET CATEGORIES	Total Budget	Project Cost This Report	Cumulative Project Cost	Total Balance
a. Personnel / Salaries				
b. Fringe Benefits				
c. Travel				
d. Supplies				
e. Equipment				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct (Sum a-h)				
j. Indirect Charges				
k. Total (Sum of i & j)				
List (Itemize) on the appropriate supplemental form the component expenses comprising the total cost.				
10. CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.				
Signature of Authorized Certifying Official _____				
Printed Name and Title _____				
Telephone (area code/number) _____ Date Submitted: _____				

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**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF PERSONNEL/SALARIES AND TRAVEL COSTS**

SUPPLEMENTAL FORM F2-A

PERSONNEL/SALARIES EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY for PERIOD
TOTAL PERSONNEL/SALARY EXPENDITURES (Must agree with line 9a on Form PT-F2)		

TRAVEL EXPENDITURES (during this report period)

DESCRIPTION	REASON	COST THIS PERIOD
TOTAL TRAVEL EXPENDITURES (Must agree with line 9c on Form PT-F2)		

Supplemental documentation (such as timesheets, travel receipts, etc.) is not required to be attached to this form, however, it must be retained by the grant project recipient.

ATTACH ADDITIONAL SHEETS, IF NEEDED

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**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS**

SUPPLEMENTAL FORM F2-B

EQUIPMENT PURCHASES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL EQUIPMENT EXPENDITURES (Must agree with line 9e on Form PT-F2)			

CONTRACTUAL EXPENDITURES (during this report period)

SUBCONTRACTOR (NAME)	FOR	TOTAL COST
TOTAL CONTRACTUAL EXPENDITURES (Must agree with line 9f on Form PT-F2)		

Legible receipts must be attached to this form for each listed item or expenditure.

ATTACH ADDITIONAL SHEETS, IF NEEDED

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**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF CONSTRUCTION COSTS**

SUPPLEMENTAL FORM F2-C

CONSTRUCTION COSTS (during this report period)

DESCRIPTION	PURPOSE	TOTAL COST
TOTAL CONSTRUCTION EXPENDITURES (Must agree with line 9g on Form PT-F2)		

Legible receipts must be attached to this form for each listed item or expenditure.

ATTACH ADDITIONAL SHEETS, IF NEEDED

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**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF SUPPLIES AND OTHER COSTS**

SUPPLEMENTAL FORM F2-D

SUPPLIES EXPENDITURES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL SUPPLIES EXPENDITURES (Must agree with line 9d on Form PT-F2)			

OTHER EXPENDITURES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL OTHER EXPENDITURES (Must agree with line 9h on Form PT-F2)			

Legible receipts must be attached to this form for each listed item or expenditure.

ATTACH ADDITIONAL SHEETS, IF NEEDED

**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF IN-KIND AND CASH CONTRIBUTIONS**

SUPPLEMENTAL FORM F2-E

IN-KIND (during this report period)

ITEM PURCHASED OR SERVICE PERFORMED	PURPOSE	COST THIS PERIOD
TOTAL IN-KIND EXPENDITURES		

CASH CONTRIBUTIONS (during this report period)

DESCRIPTION	CASH AMOUNT	
TOTAL CASH CONTRIBUTIONS		

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STATUS OF COMPLETION OF WORK TASKS*

For each major work task or deliverable set forth in your Interlocal Agreement, provide the following information (attach additional pages as needed):

- Estimate the percent (%) complete of the task/deliverable
- Briefly explain the activities conducted to date towards completing the task or deliverable. Be sure to provide information on the status of equipment purchases and/or facility construction, if applicable.
- List major activities remaining to be conducted towards completing the task or deliverable.
- Provide an estimated date for the completion of the task or deliverable.
- Explain any problems or delays in completing the task or providing the deliverable.

*Provide copies of all materials and documents produced with grant funds to date (e.g., reports, plans, brochures, educational materials, videos, etc.).

1. Task/Deliverable:

- A. Percent (%) task has been completed:

- B. Activities conducted to date:

- C. Major activities remaining to complete task:

- D. Estimated completion date:

- E. Comments:

2. Task/Deliverable:

- A. Percent (%) task has been completed:

- B. Activities conducted to date:

- C. Major activities remaining to complete task:

- D. Estimated completion date:

- E. Comments:

3. Task/Deliverable:

- A. Percent (%) Completed:

- B. Activities conducted to date:

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C. Major activities remaining to complete task:

D. Estimated completion date:

E. Comments:

4. Task/Deliverable:

A. Percent (%) task has been completed:

B. Activities conducted to date:

C. Major activities remaining to complete task:

D. Estimated completion date:

E. Comments:

5. Task/Deliverable:

A. Percent (%) task has been completed:

B. Activities conducted to date:

C. Major activities remaining to complete task:

D. Estimated completion date:

E. Comments:

6. Task/Deliverable

A. Percent (%) task has been completed:

B. Activities conducted to date:

C. Major activities remaining to complete task:

D. Estimated completion date:

E. Comments:

**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10a: Local Enforcement**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total amount of grant project funding	\$
Total number of illegal dumping sites investigated	
Number of Class C misdemeanor sites investigated (5 lbs or less)	
Number of Class B misdemeanor sites investigated (5 -500 lbs.)	
Number of Class A misdemeanor sites investigated (500 - 1000 lbs.)	
Number of Felony sites investigated (1000 lbs. or more)	
Total number of chronic dump sites routinely investigated	
Total number of violators identified	
Total number of fines issued	
Total amount of fines collected	\$
Total number of illegal dumping sites cleaned up through enforcement actions	
Total amount of waste (lbs.) removed from illegal dumping sites through enforcement actions	
<i>If surveillance camera(s) purchased:</i>	
Number of days camera(s) were used	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

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**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10b: Litter/Illegal Dumping Cleanup
and Community Collection Events**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total grant funding amount	\$
Total number of participants/volunteers:	
For community collection events:	
Total number of individual collection events held	
Total amount of waste collected for disposal (<i>in tons</i>)	
Total amount of materials diverted for recycling/reuse (<i>in tons</i>)	
Total revenue from sale of diverted materials	\$
For river/lake and community litter cleanups:	
Total number of individual cleanup events held	
If applicable, total waterfront cleaned up (<i>in miles</i>)	
If applicable, total estimated land area cleaned up (<i>in acres</i>)	
Total debris/litter collected for disposal (<i>in pounds</i>)	
Total amount of materials collected for recycling/reuse (<i>in pounds</i>)	
For periodic or ongoing cleanup of illegal dump sites:	
Total number of litter and illegal dump sites cleaned up	
Total estimated land area cleaned up (<i>in acres</i>)	
Total amount materials collected for disposal (<i>in pounds</i>)	
Total amount of material collected for recycling/reuse (<i>in pounds</i>)	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10c: Source Reduction & Recycling**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total grant funding amount	\$
Total amount (<i>in tons</i>) of materials diverted	
Amount (<i>in tons</i>) of brush/yard waste diverted	
Amount (<i>in tons</i>) of glass diverted	
Amount (<i>in tons</i>) of metal diverted	
Amount (<i>in tons</i>) of plastic diverted	
Amount (<i>in tons</i>) of cardboard diverted	
Amount (<i>in tons</i>) of newspaper diverted	
Amount (<i>in tons</i>) of other paper diverted	
Amount (<i>in tons</i>) of C&D debris diverted	
Number of months materials collected (<i>to be used in obtaining averages</i>)	
Average monthly diversion amount (<i>in tons</i>)	
Total number of persons served	
Total revenue from sale of diverted materials	\$
Average monthly revenue	\$
Total disposal costs avoided (<i>i.e., what it would have cost to landfill the total amount of materials diverted</i>)	\$
Average monthly disposal costs avoided	\$

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

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**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10d: Local Solid Waste Management Plans**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total grant funding amount	\$
Total population affected or covered by plan	
Total number of municipalities affected or covered by plan	
Total number of counties affected or covered by plan	
Total number of persons served	
Total number of entities having implemented actions related to plan goals, objectives, or recommendations	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10e: Citizens' Collection Stations and
"Small" Registered Transfer Stations**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total grant funding amount	\$
Total number of persons served	
Total amount of waste collected for disposal (<i>in tons</i>)	
Total amount of materials diverted for beneficial use (<i>in tons</i>)	
Total revenue from sale of diverted materials	
Number of months collection or transfer station in operation (<i>to be used in obtaining averages</i>)	
Average monthly disposal amount (<i>in tons</i>)	
Average monthly amount diverted for beneficial use (<i>in tons</i>)	
Total fees collected for station use	\$
Average monthly fees collected	\$
Average monthly revenues from sale of materials diverted for beneficial use	\$

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

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**FY 2006/2007 REGIONAL SOLID WASTE PROGRAM
Results Report Form 10f: Household Hazardous Waste Management**

Reporting Parameter	Cumulative FY 2006/2007 Results
Grant funding amount	\$
Total number of collection events, including Texas Country Cleanups & E-waste	
Total number of permanent collection facilities/mobile collection units	
Total number of participants/customers	
FOR HHW & Texas Country Cleanup Events	
Total amount of HHW (excluding hazardous paint) collected (<i>in pounds</i>)	
Total amount of hazardous paint collected (<i>in pounds</i>)	
Total cost of hazardous materials contractor services	\$
Total cost of electronics materials contractor services	\$
Total amount of nonhazardous paint collected for reuse/recycling (<i>in gallons</i>)	
Total number of lead-acid batteries collected for reuse/recycling	
Total amount of used oil collected for reuse/recycling (<i>in gallons</i>)	
Total number of used oil filters collected for reuse/recycling	
Total amount of used antifreeze collected for reuse/recycling (<i>in gallons</i>)	
Total number of used tires collected for reuse/recycling	
Total number of empty pesticide containers collected for recycling/reuse	
For E-Waste Events	
Amount (<i>in tons</i>) of low grade electronics diverted	
Amount (<i>in tons</i>) of televisions diverted	
Amount (<i>in tons</i>) of CPUs diverted	
Amount (<i>in tons</i>) of monitors diverted	
Amount (<i>in tons</i>) of Other diverted (list other)	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to ed./training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2006/2007 REGIONAL SOLID WASTE GRANT
Results Report Form 10g: Technical Studies**

Reporting Parameter	Cumulative FY 2006/2007 Results
Grant funding amount	\$
Total population affected or covered by study	
Total number of municipalities affected or covered by study	
Total number of counties affected or covered by study	
Total number of entities having implemented actions related to study findings or recommendations	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

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**FY 2006/2007 REGIONAL SOLID WASTE GRANT
Results Report Form 10h: Education and Training (*stand alone project*)**

Reporting Parameter	Cumulative FY 2006/2007 Results
Total grant funding amount for stand-alone education/training grant	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**North Central Texas Council of Governments
 FY2006/07 SOLID WASTE MANAGEMENT GRANTS PROGRAM
 REQUEST FOR BUDGET REVISION**

GRANT RECIPIENT: _____ PROJECT NUMBER: _____

GRANT PERIOD: _____ DATE OF REQUEST: _____

PLEASE INCLUDE A MEMO DETAILING THE PURPOSE AND NEED FOR THIS BUDGET REVISION
 MEMO SHOULD BE ATTACHMENT TO THIS COVER SHEET. YOU MUST ITEMIZE COMPONENT EXPENSES OF
 THE PROPOSED BUDGET REVISION IN THIS MEMO.

BUDGET CATEGORIES	APPROVED BUDGET	EXPENDITURES TO DATE	BUDGET CHANGE (+ OR -)	PROPOSED BUDGET REVISION
a. Personnel				
b. Fringe Benefits				
c. Travel				
d. Supplies				
e. Equipment				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct (Sum a-h)				
j. Indirect Charges				
k. Total (Sum i & j)				

CERTIFICATION: I certify to the best of my knowledge that this request is correct and complete and that all outlays and unliquidated obligations will be used for the purposes set forth in the award documents.

 Signature of Authorized Project Representative

 Typed or Printed Name and Title

 Date Submitted

P-70

Main Contract # 582-6-78041; Subcontract # 06-04-G24 City of Plano Biodegradable Composting Bags Pilot Program

RELEASE OF ALL CLAIMS
Example

Whereas, the North Central Texas Council of Governments (NCTCOG) and the City of Plano, Texas entered into an Interlocal Agreement for Solid Waste Implementation Project #06-04-G24, a "Plano Biodegradable Composting Bags Pilot Program" project, dated March 15, 2006 through June 15, 2007; and

Whereas, Attachment E, Article 09, Release of Claims, requires that "upon satisfactory completion of the work performed hereunder and prior to final payment under this Interlocal Agreement for such work, or prior to settlement upon termination of this Interlocal Agreement, and as a condition to final payment/ settlement, the City of Plano, Texas shall execute and deliver to the NCTCOG a release of all claims against the NCTCOG arising under or by virtue of this Interlocal Agreement," and

Now, therefore, in consideration of the premises, and of the final payment from the City of Plano, Texas hereby remises, releases, and forever discharges the NCTCOG of and from all manner of debts, dues, sum or sums of money, accounts, claims, and demands whatsoever, in law and in equity, under or by virtue of the said contract.

In witness whereof, the hand and seal of the contractor have been hereunto set this the _____ day of _____.

By: _____

This instrument was acknowledged before me on _____
(date)

Notary Public, State of Texas

My commission expires: _____
(date)

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/10/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	4/13/06	
Dept Signature:	<i>Alan L. Upchurch</i>	City Manager	4/19/06	
Agenda Coordinator (include phone #):		Irene Pegues (7198)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE DEDICATION OF A 0.807 ACRE TRACT OF LAND OWNED BY THE CITY OF PLANO, TEXAS FOR DEDICATION AS A PUBLIC RIGHT-OF-WAY FOR BRIGHT STAR WAY, SAID PARCEL SITUATED IN THE J.O. STRAUGHAN SURVEY, ABSTRACT NO. 825, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	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):				
COMMENTS:				
SUMMARY OF ITEM				
This is a proposed resolution for right-of-way dedication of park property for the extension of Bright Star Way from Cloverhaven Way east approximately 528'. Bright Star is to be a divided roadway separating City of Plano park property from the proposed Trails of Glenwood Addition.				
Both Engineering and Parks Departments recommend approval of this dedication.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		n/a		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE DEDICATION OF A 0.807 ACRE TRACT OF LAND OWNED BY THE CITY OF PLANO, TEXAS FOR DEDICATION AS A PUBLIC RIGHT-OF-WAY FOR BRIGHT STAR WAY, SAID PARCEL SITUATED IN THE J.O. STRAUGHAN SURVEY, ABSTRACT NO. 825, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, additional public right-of-way is needed for Bright Star Way from Cloverhaven Way east approximately 528' in accordance with the City of Plano Thoroughfare Plan; and,

WHEREAS, said additional right-of-way is described in the field notes and shown on the drawings attached hereto and incorporated herein as Exhibit "A"; and

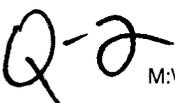
WHEREAS, upon full review and consideration of this Resolution, and all matters attendant and related thereto, the City Council is of the opinion that the 0.807 acre tract of land should be dedicated as public right-of-way for Bright Star Way and the City Manager, or in his absence his designee, shall be authorized to record this Resolution in the Land Records of Collin County, Texas to evidence this dedication.

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

Section I. The City Council hereby authorizes the dedication of the additional public right-of-way for Bright Star Way from Cloverhaven east 500' and determines that the dedication is acceptable and is hereby in all things approved.

Section II. The City Manager or in his absence his designee, is hereby authorized to record this Resolution in the Land Records of Collin County, Texas to evidence this dedication.

Section III. This Resolution shall become effective from and after its adoption.



DULY PASSED AND APPROVED this the ____ day of _____,
2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
0.807 ACRE (35,143 SQ. FT.) RIGHT-OF-WAY DEDICATION

BEING A 0.807 ACRE (35,143 SQ. FT.) TRACT OF LAND SITUATED IN THE J. O. STRAUGHAN SURVEY, ABSTRACT NO. 825, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF A CALLED 119.454 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF PLANO, TEXAS, RECORDED IN VOLUME 1938, PAGE 929 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (D.R.C.C.T.). SAID 0.807 ACRE (35,143 SQ. FT.) TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, TEXAS NORTH CENTRAL ZONE 4202, NAD 83, AS DETERMINED BY GPS OBSERVATIONS OF THE CITY OF PLANO MONUMENTS N6B, N7, AND O8, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO THE STODDARD GROUP, LTD., RECORDED IN VOLUME 6070, PAGE 1618, D.R.C.C.T. AND THE COMMON SOUTHWEST CORNER OF A CALLED 2.231 ACRE RIGHT-OF-WAY (R.O.W.) DEDICATION, DESCRIBED IN DEED TO THE CITY OF PLANO, RECORDED IN VOLUME 5125, PAGE 1515, D.R.C.C.T., SAID CORNER BEING IN THE EXISTING EAST R.O.W. LINE OF CLOVERHAVEN WAY, A VARIABLE WIDTH R.O.W., FROM SAID CORNER A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "ROOME" FOUND FOR A SOUTHWEST CORNER OF SAID STODDARD GROUP, LTD. TRACT AND THE COMMON NORTHWEST CORNER OF A 1.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO PLANO INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 44, PAGE 387, D.R.C.C.T., BEARS S 01°03'16" W, A DISTANCE OF 2541.91 FEET, AND ALSO FROM SAID CORNER 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ROOME" FOUND BEARS N 85°58'41" E, A DISTANCE OF 4.98 FEET;

THENCE, N 89°24'01" E, ALONG THE NORTH LINE OF SAID STODDARD GROUP, LTD. TRACT AND THE COMMON SOUTH LINE OF SAID 2.231 ACRE R.O.W. DEDICATION, A DISTANCE OF 9.51 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 2.231 ACRE R.O.W. DEDICATION AND THE COMMON SOUTHWEST CORNER OF SAID REMAINDER 119.454 ACRE TRACT, SAID CORNER BEING THE **POINT OF BEGINNING**, AND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE, DEPARTING SAID COMMON LINE, AND ALONG THE EAST LINE OF SAID 2.231 ACRE R.O.W. DEDICATION AND THE COMMON WEST LINE OF SAID REMAINDER 119.454 ACRE TRACT, THE FOLLOWING COURSES:

NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 238.50 FEET, A DELTA ANGLE OF 20°44'59", A LONG CHORD THAT BEARS N 12°33'01" E, A DISTANCE OF 85.90 FEET, AND AN ARC LENGTH OF 86.37 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

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NORTHEASTERLY, ALONG SAID REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 261.50 FEET, A DELTA ANGLE OF 22°12'01", A LONG CHORD THAT BEARS N 11°49'27" E, A DISTANCE OF 100.69 FEET, AND AN ARC LENGTH OF 101.32 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

THENCE, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID REMAINDER 119.454 ACRE TRACT, THE FOLLOWING COURSES:

S 00°43'25" W, A DISTANCE OF 44.59 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 42°46'31" E, A DISTANCE OF 29.41 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

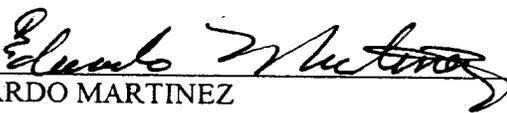
SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 488.00 FEET, A DELTA ANGLE OF 18°37'48", A LONG CHORD THAT BEARS S 75°33'16" E, A DISTANCE OF 157.98 FEET, AND AN ARC LENGTH OF 158.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

SOUTHEASTERLY, ALONG SAID REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 412.00 FEET, A DELTA ANGLE OF 24°20'53", A LONG CHORD THAT BEARS S 78°24'49" E, A DISTANCE OF 173.77 FEET, AND AN ARC LENGTH OF 175.08 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 89°24'44" E, A DISTANCE OF 145.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 00°35'16" E, A DISTANCE OF 38.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET IN THE SOUTH LINE OF SAID REMAINDER 119.454 ACRE TRACT AND THE COMMON NORTH LINE OF SAID STODDARD GROUP, LTD. TRACT;

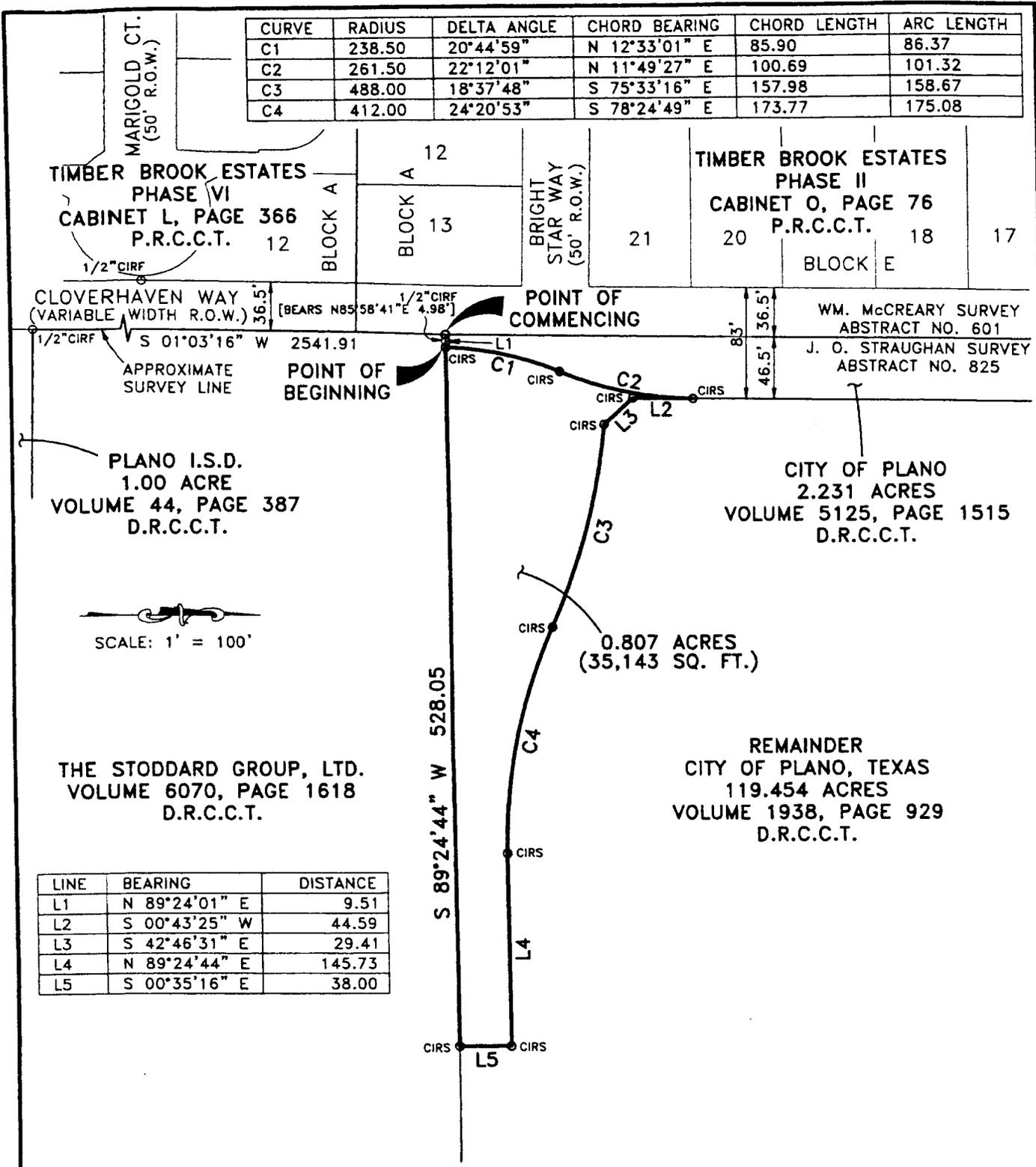
THENCE, S 89°24'44" W, ALONG SAID COMMON LINE, A DISTANCE OF 528.05 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.807 ACRES (35,143 SQ. FT.) OF LAND, MORE OR LESS.


EDUARDO MARTINEZ
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5274



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CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	238.50	20°44'59"	N 12°33'01" E	85.90	86.37
C2	261.50	22°12'01"	N 11°49'27" E	100.69	101.32
C3	488.00	18°37'48"	S 75°33'16" E	157.98	158.67
C4	412.00	24°20'53"	S 78°24'49" E	173.77	175.08



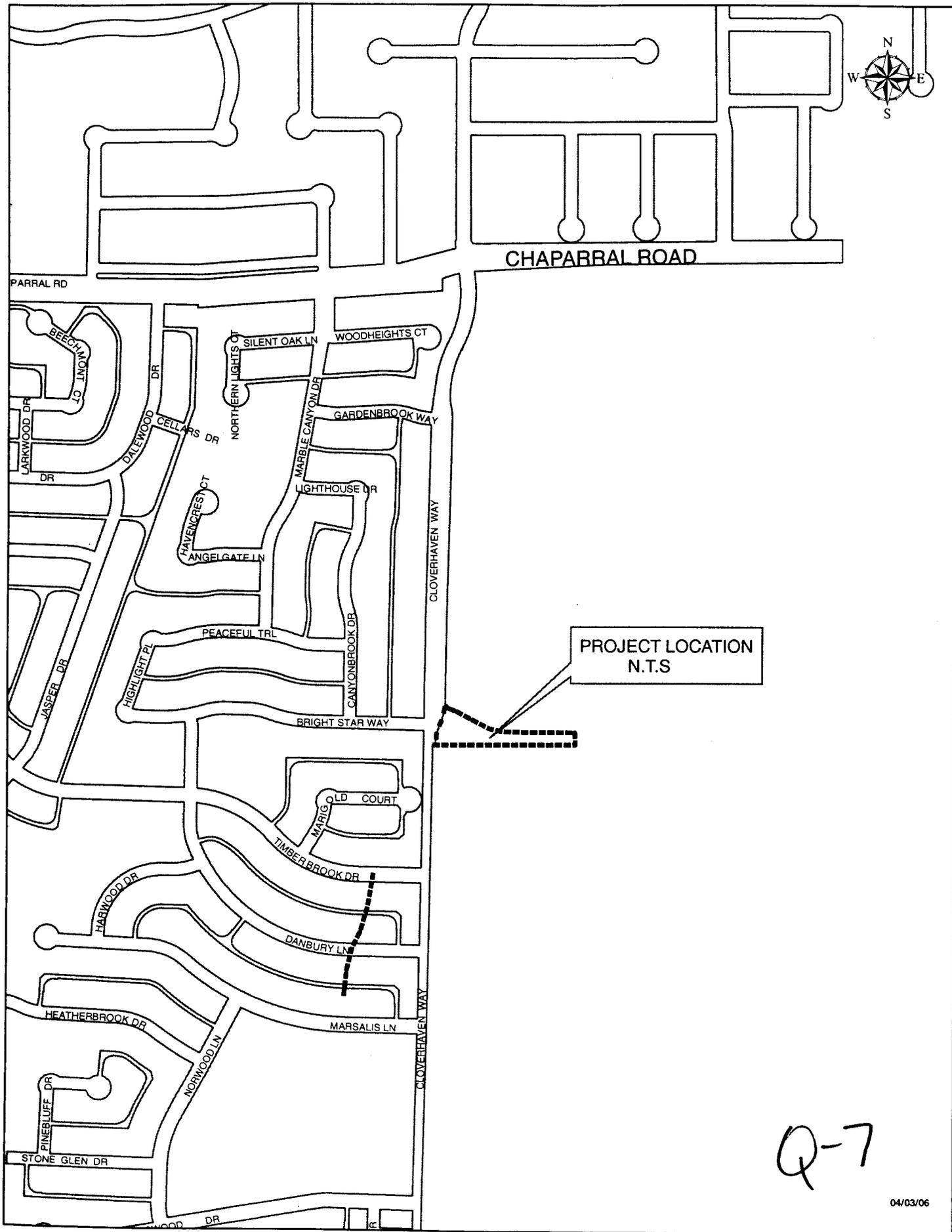
LINE	BEARING	DISTANCE
L1	N 89°24'01" E	9.51
L2	S 00°43'25" W	44.59
L3	S 42°46'31" E	29.41
L4	N 89°24'44" E	145.73
L5	S 00°35'16" E	38.00

THE BEARING BASE IS GRID NORTH, TEXAS STATE PLANE COORDINATES, TEXAS NORTH CENTRAL ZONE 4202, NAD83, DETERMINED BY GPS OBSERVATIONS OF THE CITY OF PLANO GPS MONUMENTS N6B, N7, AND O8.

SHEET 3 OF 3	DATE: 03/27/2006	EXHIBIT "A" 0.807 ACRE (35,143 SQ. FT.) RIGHT-OF-WAY DEDICATION OUT OF THE THE J. O. STRAUGHAN SURVEY, ABSTRACT NO. 825 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS	Carter::Burgess CARTER & BURGESS, INC. 7950 ELMBROOK DRIVE, SUITE 250 DALLAS, TX 75247-4961 (214) 638-0145
	SCALE: 1" = 100'		
	DRAWN BY: J. DELAUGHTER		
	CHECKED BY: E. MARTINEZ		

Q-6

BRIGHT STAR WAY RIGHT-OF-WAY



PROJECT LOCATION
N.T.S

Q-7

LOCATION MAP



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 04/10/06		Reviewed by Legal <i>BR</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer & Utility Services/Tax Administration			Initials <i>BR</i> Date <i>4.3.06</i>
Department Head	Linda Keyton	Asst City Manager		
Dept Signature:	<i>Linda Keyton</i>	City Manager		
Agenda Coordinator (include phone #):	Becky Rodgers x5105			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approving and authorizing refunds of property tax overpayments.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	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):				
COMMENTS: Funds are disbursed by the Collin County Tax Office.				
SUMMARY OF ITEM				
Attached for your approval are property tax refunds totalling \$101,046.71.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Refund request listing provided by Collin County Tax Office				

R-1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS,
APPROVING AND AUTHORIZING REFUNDS OF PROPERTY TAX
OVERPAYMENTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 31.11 of the Texas Property Tax Code authorizes refunds of certain payments of taxes upon application to the City; and

WHEREAS, under said Section 31.11 of the Texas Property Tax Code, refunds must be presented to the governing body of the taxing unit for approval; and

WHEREAS, the City Council has been presented a list of tax payments made, a copy of which is attached hereto, made a part hereof and marked Exhibit "A", which payments are requested to be refunded because such payments were erroneous or excessive; and

WHEREAS, upon full review and consideration of the above, and all matters attendant and related thereto, the City Council is of the opinion that the tax payments should be refunded,

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

Section I. The City Council of the City of Plano, Texas, finds and determines that the tax payments listed in Exhibit "A" were paid erroneously or were in excess of taxes due and shall be refunded in accordance with Section 31.11 of the Texas Property Tax Code.

Section II. The Director of Tax Collections for the City of Plano, Texas, or her designee, is hereby authorized to take the necessary action to effectuate the refunds approved under this Resolution.

R-2

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this _____ day of _____,
2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Plano City - OPAP REFUNDS #5

Printed: 3/14/2008 12:38:01 PM Batch Number: 289

FIDO	Account Number	Year	GF / Loan
201241	R-8304-00E-0230-2	2005	1966003551
	LANDAMERICA AMERICAN TITLE 5025 W PARK BLVD STE 100 PLANO, TX 75093		
	23 City of Plano		\$13.23
		Batch Total:	<u><u>\$13.23</u></u>

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Plano City - OPAP REFUNDS #6

Printed: 3/14/2006 12:28:42 PM Batch Number: 290

FIDO	Account Number	Year	GF / Loan
116118	R-0270-001-0170-1	2005	
	WELLS FARGO HOME MORTGAGE MACX2502-011 1 HOME CAMPUS DES MOINES, IA 50328-0001 23 City of Plano		\$262.01
116118	R-2651-00G-0090-1	2005	
	WELLS FARGO HOME MORTGAGE MACX2502-011 1 HOME CAMPUS DES MOINES, IA 50328-0001 23 City of Plano		\$918.00
200081	R-0347-005-0280-1	2005	
	REPUBLIC TITLE OF TEXAS 8920 COIT RD STE 200 PLANO, TX 75025-3804 23 City of Plano		\$591.05
201770	R-3858-00A-0010-1	2005	
	LANDAMERICA LAWYERS TITLE 7557 RAMBLER RD STE 1200 DALLAS, TX 75231 23 City of Plano		\$96,912.57
328305	R-0025-005-0180-1	2005	
	COLONIAL SAVINGS ATTN NORMA AYALA DEPT 054 PO BOX 2988 FORT WORTH, TX 76113 23 City of Plano		\$181.40
345220	R-0231-006-0090-1	2005	6788781240
	FIRST AMERICAN REAL ESTATE ATTN EVA SALINAS 1201 ELM ST STE 400 DALLAS, TX 75270 23 City of Plano		\$176.98
345220	R-3441-00A-0830-1	2005	
	FIRST AMERICAN REAL ESTATE ATTN EVA SALINAS 1201 ELM ST STE 400 DALLAS, TX 75270 23 City of Plano		\$1,124.39
664311	R-0363-011-0210-1	2005	
	MIDLAND MORTGAGE CO ATTN: TOMMY SMITH 999 NW GRAND BLVD OKLAHOMA CITY, OK 73118 23 City of Plano		\$181.40

R-5

Plano City - OPAP REFUNDS #6

Printed: 6/14/2006 12:36:44PM Batch Number: 290

FIDO	Account Number	Year	GF / Loan
857000	R-0556-008-0250-1	2005	
NATIONAL CITY MORTGAGE 4910 RIVERGRADE RD STE 301 IRWINDALE, CA 91706 23 City of Plano			\$531.28

FIDO	Account Number	Year	GF / Loan
886590	R-0519-005-0240-1	2005	0707618559
WASHINGTON MUTUAL 2210 ENTERPRISE DR FLORENCE, SC 29502 23 City of Plano			\$150.57

Batch Total: \$101,029.65

R-6



FIDO	Account Number	Year	GF / Loan
100001	R-0131-004-0150-1	2004	
SUMMITT GORDON T JR 1201 EDGEFIELD DR PLANO, TX 75075-7215			
.23 City of Plano			\$3.83
Batch Total:			<u>\$3.83</u>

R-7



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/10/06	Reviewed by Legal <i>dl</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary		Initials	Date
Department Head	Elaine Bealke	Executive Director		
Dept Signature:	<i>Elaine Bealke</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #):		Sharon Kotwitz - x7120		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To adopt and enact Supplement Number 73 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	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):				
COMMENTS: This item has no fiscal impact				
SUMMARY OF ITEM				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

A-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ADOPTING AND ENACTING SUPPLEMENT NUMBER 73. TO THE CODE OF ORDINANCES FOR THE CITY OF PLANO; PROVIDING FOR AMENDMENT TO CERTAIN SECTIONS OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

WHEREAS, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

WHEREAS, §3.11 of the City of Plano Charter provides that the City Council has the power to have its ordinances codified and printed in Code form, and that such printed form shall have full force and effect without the necessity of publishing the same or any part thereof in a newspaper; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 73.;

WHEREAS, The City Council wishes to adopt the ordinance codification version appearing in Supplement 73. of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement 73. as prepared by the codifier.

Section II. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 10th day of April, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



M:ord-supplement73

DATE: March 21, 2006
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of March 20, 2006

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2006-03
APPLICANT: ADVENTURE KIDS PLAYCARE**

DESCRIPTION:

A request for a Specific Use Permit for Day Care Center on 0.1± acre located 500± feet east of Preston Road, 1,400± feet north of Park Boulevard. Zoned Retail.

APPROVED: 4-3 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: FAVOR: 1 OPPOSE: 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: FAVOR: 0 OPPOSE: 0

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Approved subject to day care providing for less than four hours per day for an individual person. However, the day care facility may operate multiple sessions of four hours or less in length.

The Planning & Zoning Commission waived the requirement for outdoor play space.

The Commissioners voting in opposition stated concerns about traffic congestion at the proposed location, land use compatibility with existing retail and restaurant uses, the length of stay without an outdoor play area, and enforceability of the four-hour length of stay limitation.

FOR CITY COUNCIL MEETING OF: April 10, 2006 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dm

xc: William Hutchinson, Dunhill Partners
Ashley Munn, Adventure Kids Playcare
Richard Matkin, PISD
Cliff Bormann, Assistant Building Official

CITY OF PLANO
PLANNING & ZONING COMMISSION

March 20, 2006

Agenda Item No. 7

Public Hearing: Zoning Case 2006-03

Applicant: Adventure Kids Playcare

DESCRIPTION:

A request for a Specific Use Permit for Day Care Center on 0.1± acre located 500± feet east of Preston Road, 1,400± feet north of Park Boulevard. Zoned Retail.

REMARKS:

The request is for a Specific Use Permit (SUP) for Day Care Center within a tenant space in a retail center. The proposed day care center is not within 300 feet of gasoline pumps or underground storage tanks. Passenger loading and unloading areas are adequate. The retail center provides sufficient parking for the day care center and other uses in the development.

Because the retail center does not have any open space, the applicant has asked for a waiver of the outdoor play space requirement. The Zoning Ordinance requires that day care centers provide outdoor play space; however the Planning & Zoning Commission may waive the requirement for outdoor play space if day care is provided for less than four hours per day for an individual person. The applicant plans to operate a "drop-in" day care and will not offer care for more than four hours.

RECOMMENDATIONS:

Recommended for approval subject to:

1. The Planning & Zoning Commission waiving the requirement for outdoor play space.
2. Day care shall be provided for less than four hours per day for an individual person. However, the day care facility may operate multiple sessions of four hours or less in length.

1-2

**Recommendation of the
Planning & Zoning Commission
March 20, 2006 Meeting
2nd Vice Chair Report**

Agenda No. 7

Public Hearing: Zoning Case 2006-03

Applicant: Adventure Kids Daycare

Description: A request to grant a new Specific Use Permit for Day Care on 1.0+/- acres located 500+/- feet east of Preston Road and 1,400 +/- feet north of Park Boulevard. Zoned Retail.

Staff Recommendation: Recommended for Approval Subject to:

- ⇒ The Planning & Zoning Commission waving the requirement for outdoor play space.
- ⇒ Day Care shall be provided for less than 4 hours per day for an individual person. However, the day care facility may operate multiple sessions of 4 hours or less in length.

Commission Action: Approved by a vote of 4-3

STAFF REPORT

The applicant is requesting a SUP for Day Care Center within a tenant space in retail center. The proposed day care center is not within 300 of gasoline pumps or underground storage tanks. Passenger loading and unloading areas are adequate. The retail center provides sufficient parking for the day care center and other uses in development.

Because the retail center does not have any open space, the applicant has asked for a waiver of the outdoor play space requirement. The Zoning Ordinance requires that day care centers provide outdoor play space; however the Planning & Zoning Commission may waive the requirement for outdoor play space if day care is provided for less than 4 hours per day for an individual person. The applicant plans to operate a “drop-in” day care and will not offer for more than 4 hours.

APPLICANT

Representatives from Adventure Day Care, the applicant, stated that the request was to provide a “Drop In Center” as compared to a Day Care Center. It is for kids predominantly within the age ranges of preschool to 12 year old. The Applicant estimates that the capacity of the day care will be a maximum of approximately 100 kids at one time based on the area of 4,500 square feet. According to the applicant this was not

a regular daycare where kids are dropped every day. The day care has lot of features with qualified staff that are CPR certified and have had a thorough background check according to the applicant. The features in the day care included:

- ⇒ Play Area
- ⇒ Theatre
- ⇒ Exercise Area
- ⇒ Staff Led Activities
- ⇒ Lots of Toys
- ⇒ Secure doors and system that prevents children getting outside the daycare

COMMISSION DISCUSSION

Those who spoke in favor gave the following reasons:

- ⇒ Location is not bad for a “Drop In Center” and therefore will support.
- ⇒ Steep fines for parents keeping children for more than 4hours will be a deterrent

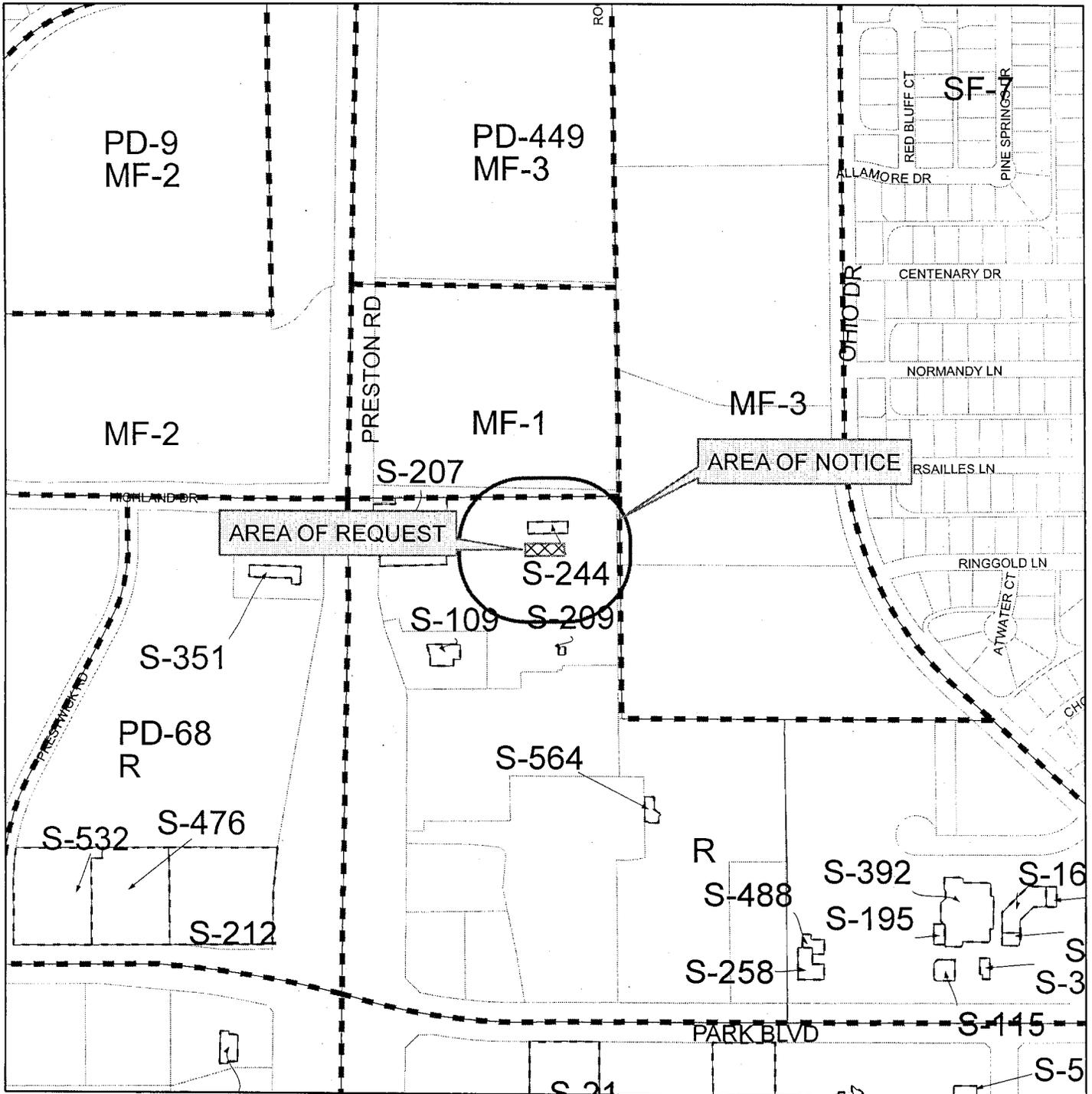
Those in opposition state the following:

- ⇒ SUP goes with property and can be used by a future owner as a regular daycare.
- ⇒ How do you enforce the requirement of 4 hours?
- ⇒ Too many children in a small area.
- ⇒ Traffic congestion in the vicinity.
- ⇒ Alcohol is served in the vicinity? What is the separation distances between a daycare center and facilities that provide alcohol?
- ⇒ Safety issue in terms of a child getting out from the facility.

Respectfully submitted,

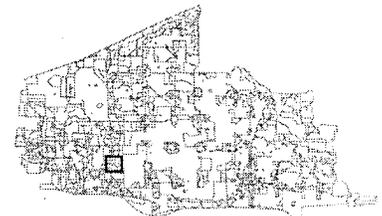
Dennis Abraham
Second Vice Chairman

1-4



Zoning Case #: 2006-03

Existing Zoning: RETAIL



○ 200' Notification Buffer



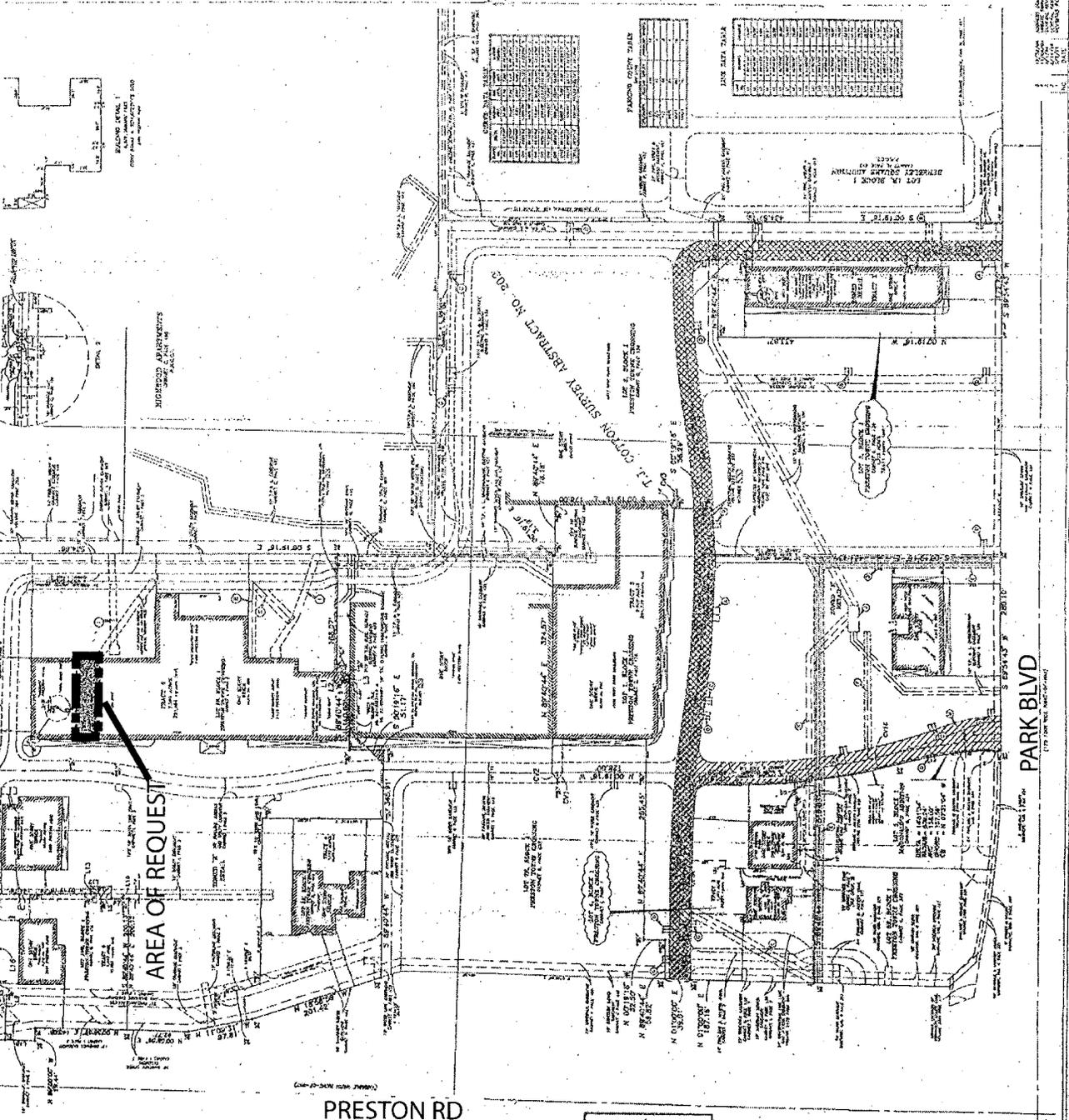
1-5

Owner:
 Dunhill Partners
 3100 Monticello, #300
 Dallas, TX 75205
 phone: 214.373.7500
 fax: 214.373.7535
 Contact: William Hutchinson

Representative:
 Adventure Kids Playcare
 2432 Preston Rd., #320
 Plano, TX 75093
 phone: 214.868.6168
 Contact: Ashley Mun

ZONING CASE
2006-03

PRECISE SURVEYING, INC.
 11111 W. CAMPBELL RD.
 SUITE 100
 DALLAS, TEXAS 75243
 (214) 343-1111
 FAX (214) 343-1112



1-6

PRESTON RD

PARK BLVD

USE	DESCRIPTION
RES-1	Single-Family Detached
RES-2	Single-Family Attached
RES-3	Multi-Family Detached
RES-4	Multi-Family Attached
RES-5	Mobile Home Park
RES-6	Mobile Home Park (Special Use)
RES-7	Mobile Home Park (Special Use) - Single-Family
RES-8	Mobile Home Park (Special Use) - Multi-Family
RES-9	Mobile Home Park (Special Use) - Mobile Home
RES-10	Mobile Home Park (Special Use) - Mobile Home (Special Use)
RES-11	Mobile Home Park (Special Use) - Mobile Home (Special Use) - Single-Family
RES-12	Mobile Home Park (Special Use) - Mobile Home (Special Use) - Multi-Family
RES-13	Mobile Home Park (Special Use) - Mobile Home (Special Use) - Mobile Home
RES-14	Mobile Home Park (Special Use) - Mobile Home (Special Use) - Mobile Home (Special Use)
RES-15	Mobile Home Park (Special Use) - Mobile Home (Special Use) - Mobile Home (Special Use) - Single-Family
RES-16	Mobile Home Park (Special Use) - Mobile Home (Special Use) - Mobile Home (Special Use) - Multi-Family
RES-17	Mobile Home Park (Special Use) - Mobile Home (Special Use) - Mobile Home (Special Use) - Mobile Home
RES-18	Mobile Home Park (Special Use) - Mobile Home (Special Use) - Mobile Home (Special Use) - Mobile Home (Special Use)
RES-19	Mobile Home Park (Special Use) - Mobile Home (Special Use) - Mobile Home (Special Use) - Mobile Home (Special Use) - Single-Family
RES-20	Mobile Home Park (Special Use) - Mobile Home (Special Use) - Mobile Home (Special Use) - Mobile Home (Special Use) - Multi-Family

ORDINANCE NO. _____
(Zoning Case 2006-03)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 574 SO AS TO ALLOW THE ADDITIONAL USE OF DAY CARE CENTER ON 0.1± ACRE OF LAND OUT OF THE T. J. COTTON SURVEY, ABSTRACT NO. 202, LOCATED 500± FEET EAST OF PRESTON ROAD AND 1,400± FEET NORTH OF PARK BOULEVARD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED RETAIL; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of April, 2006, for the purpose of considering granting Specific Use Permit No. 574 for the additional use of Day Care Center on 0.1± acre of land out of the T. J. Cotton Survey, Abstract No. 202, located 500± feet east of Preston Road and 1,400± feet north of Park Boulevard in the City of Plano, Collin County, Texas, presently zoned Retail; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 10th day of April, 2006; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 574 for the additional use of Day Care Center on 0.1± acre of land out of the T. J. Cotton Survey, Abstract No. 202, located 500± feet east of Preston Road and 1,400± feet north of Park Boulevard in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 574, allowing the additional use of Day Care Center on 0.1± acre of land out of the T. J. Cotton Survey, Abstract No. 202, located 500± feet east of Preston Road and 1,400± feet north of Park Boulevard in the City of Plano, Collin County, Texas, presently zoned Retail, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

1-8

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 10TH DAY OF APRIL, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a 0.10 acre tract of land situated in the T. J. Cotton Survey, Abstract No. 202, in the City of Plano, Collin County, Texas, being a portion of Lot 9R, Block 1, Preston Towne Crossing, an addition to the City of Plano, according to the plat thereof recorded in Cabinet I, Page 3, of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the northeast corner of said Lot 9R, and being the southeast corner of The Marquis at Preston Park Condominiums, as recorded in Volume 5371, Page 1333 of the Plat Records of Collin County, Texas, same being in the west line of Lot 1, Block 1, Ohio Glen Apartments, as recorded in Cabinet I, Page 569, of the Plat Records of Collin County, Texas;

THENCE North, 89° 00' 00" West, along the common line of said Lot 9R, and said The Marquis at Preston Park Condominiums, a distance of 154.81 feet to a point for corner;

THENCE South, 01° 00' 00" West, through the interior of said Lot 9R, a distance of 167.71 feet to a point in the center of wall, and the POINT OF BEGINNING;

THENCE South, 00° 24' 04" East, continuing through the interior of said Lot 9R, and along the center of said wall, a distance of 37.17 feet to a point in center of said wall;

THENCE South, 89° 43' 36" West, continuing through the interior of said Lot 9R, and along the center of said wall, a distance of 119.33 feet to a point in center of said wall;

THENCE North, 00° 14' 19" West, continuing through the interior of said Lot 9R, and along the center of said wall, a distance of 37.17 feet to a point in center of said wall;

THENCE North, 89° 43' 36" East, continuing through the interior of said Lot 9R, and along the center of said wall, a distance of 119.22 feet to the POINT OF BEGINNING and CONTAINING 4,433 square feet or 0.10 acre of computed land.

1-10