



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/26/12		
Department:		City Manager		
Department Head		Frank Turner		
Agenda Coordinator (include phone #): Sherry Jackson - Ext. 7122				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Memorandum of Understanding between the City of Plano, the Regional Transportation Council, and the North Central Texas Council of Governments for which the City will be reimbursed for the purchase of a 6.731 acre tract of land being more commonly known as Plano Tech Center – Site #8, located at Shiloh Road and 14th Street in the City of Plano, Collin County, Texas for the purpose of developing a passenger station in the City of Plano for the Cotton Belt Rail System; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	1,000,000	0	1,000,000
BALANCE	0	1,000,000	0	1,000,000
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: Approval of this item will allow the City of Plano to be reimbursed \$1,000,000 for the initial purchase of a 6.731 acre tract of land for the purpose of developing a passenger station for the Cotton Belt Rail System. There is a companion agenda item in the amount of \$1,000,000 for the expenditure of funds from the Capital Reserve Fund to purchase the tract of land. The Capital Reserve Fund will be reimbursed by the Regional Transportation Council (RTC) and the North Central Texas Council of Governments (NCTCOG).</p> <p>STRATEGIC PLAN GOAL: Approving the resolution relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>Resolution approving Memorandum of Understanding related to 6.731 acre tract for future development as a Cotton Belt Rail passenger station. City reimbursed \$1,000,000.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Exhibit "A" - Memorandum of Understanding				

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Memorandum of Understanding between the City of Plano, the Regional Transportation Council, and the North Central Texas Council of Governments for which the City will be reimbursed for the purchase of a 6.731 acre tract of land being more commonly known as Plano Tech Center – Site #8, located at Shiloh Road and 14th Street in the City of Plano, Collin County, Texas for the purpose of developing a passenger station in the City of Plano for the Cotton Belt Rail System; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Regional Transportation Council (RTC), the independent transportation policy body of the North Central Texas Council of Governments (NCTCOG) acting as the Metropolitan Planning Organization for the region, is responsible for transportation project selection, programming and funding for regional transportation needs; and

WHEREAS, the City of Plano (the City) participates in addressing transportation needs within its jurisdiction; and

WHEREAS, Mobility 2035, the metropolitan transportation plan for the Dallas-Fort Worth metropolitan area, identifies the Tex Rail/Cotton Belt corridor (the Cotton Belt rail system) as a key regional link connecting southwest Fort Worth to Plano with connections throughout the corridor including D-FW International Airport; and

WHEREAS, the City, RTC and NCTCOG desire to enter into a Memorandum of Understanding (the “Agreement”), Exhibit “A” attached hereto, under which Plano will acquire a 6.731 acre tract of land being more commonly known as Plano Tech Center – Site #8, located at Shiloh Road and 14th Street in the City of Plano, Collin County, Texas for the purpose of developing a passenger station in the City of Plano for the Cotton Belt rail system and RTC/NCTCOG will reimburse the City for said purchase, (the “Agreement”).

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

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

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

DULY PASSED AND APPROVED this the 26th day of November, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PLANO, REGIONAL TRANSPORTATION
COUNCIL AND NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS FOR ACQUISITION OF
PROPERTY FOR THE COTTON BELT RAIL SYSTEM**

This Memorandum of Understanding is to outline the terms and conditions of an agreement between the Regional Transportation Council (RTC), North Central Texas Council of Governments (NCTCOG) and the City of Plano (City) regarding the acquisition of the real property described in Exhibit "A" attached hereto (the "Property") for the purpose of developing a passenger station in the City of Plano for the Cotton Belt Corridor rail system. Mobility 2035, the metropolitan transportation plan for the Dallas-Fort Worth metropolitan area, identifies the Tex Rail/Cotton Belt corridor as a key regional link connecting southwest Fort Worth to Plano with connections throughout the corridor including D-FW International Airport.

For good and valuable consideration, the City, RTC and NCTCOG agree as follows:

1. The City agrees to use its best efforts to purchase the Property on or before February 1, 2013 in the amount of One Million Dollars (\$1,000,000.00) to hold for the purpose of developing a passenger station at a later date to be determined by the parties for the Cotton Belt Corridor rail system. The City will advance the costs associated with the purchase of the Property from the current available revenues of the City to be reimbursed as provided herein. If the City fails to purchase the Property on or before February 1, 2013, RTC and NCTCOG may terminate this Memorandum of Understanding with no further obligation hereunder by the parties.
2. The RTC and NCTCOG agree to reimburse the City for the purchase of the Property in the amount of One Million Dollars (\$1,000,000.00) on or before September 31, 2013. If the RTC, NCTCOG or the Texas Department of Transportation (TXDOT), subject to Number 3 below, fails to reimburse the City for the purchase of the Property on or before September 31, 2013, the City may terminate this Agreement with no further obligation hereunder by the parties.
3. The RTC represents that it has approved the programming of Regional Toll Revenue funds in the amount of One Million Dollars (\$1,000,000.00) to reimburse the City for the purchase of the Property. RTC approval of funding for reimbursement to the City is subject to Texas Transportation Commission approval which is anticipated to occur by May 30, 2013. Upon approval by the Texas Transportation Commission, the City will enter into a funding agreement with TXDOT to be reimbursed for the purchase of the Property. Payment by TXDOT of One Million Dollars (\$1,000,000.00) to the City for reimbursement of the purchase of the Property shall satisfy the reimbursement by RTC and NCTCOG as required by number 2 above.
4. Subject to approval of the RTC and NCTCOG, the City may improve and use the Property for another purpose during the pendency of this Memorandum of Understanding, provided such use does not diminish the use of the Property for its original intended purpose and provided the use ceases upon notice from RTC pursuant to number 5 below to transfer the property for development for the rail system.
5. At the direction of the RTC, the City agrees to transfer a property interest in and to the Property, in a manner and means allowed by law, to the entity responsible for development of the Cotton Belt Corridor

rail system. Upon written notice by the RTC to the City to transfer the Property for the development of a passenger station for the Cotton Belt Corridor rail system, the City shall transfer the Property within sixty (60) days subject to City Council approval if required.

6. Upon agreement of the parties or at the expiration of ten (10) years from the date of this Memorandum of Understanding, whichever occurs first, the City may sell the Property, with RTC approval, with the proceeds, less expenses of the sale, paid to the NCTCOG. Alternatively, the City may reimburse the NCTCOG for the fair market value of the Property, with RTC approval, and use it thereafter for any purpose as determined in the sole discretion of the City.

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereto as evidenced below and end upon completion of the obligations herein or ten (10) years from the effective date subject to the requirements in number 6 above, whichever occurs first or by termination as otherwise provided herein. Each party signing below represents that it is a duly authorized representative of the entity for which it is signing and that it has full authority to enter into this Memorandum of Understanding on behalf of their respective entity. Further, the parties agree that this will be a valid and binding agreement between the City, the RTC and the NCTCOG.

Signatures:

Date: _____
Bruce D. Glasscock
City Manager, City of Plano, Texas



Date: 11/20/12
Mike Eastland, Executive Director
North Central Texas Council of Governments



Date: 11/20/12
Michael Morris, P.E.
Director of Transportation
Regional Transportation Council

EXHIBIT "A"

Description of the Property

BEING a tract of land situated in the D. Yeamans Survey, Abstract No. 1043, the J. T. McCollough Survey, Abstract No. 633, and the James Ledbetter Survey, Abstract No. 545, Collin County, Texas, and being part of a tract of land described in deed to Argent Plano Realty, L.P. as recorded in Clerk's File No. 99-0011425, Deed Records of Collin County, Texas, (D.R.C.C.T.), and being all of Lot 8, Block 1, of the Final Plat of Plano Tech Center, an addition to the City of Plano, Texas as recorded in Volume N, Page 578, Plat Records, Collin County, Texas (P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc." (hereinafter referred to as "with cap") found at the northeast corner of said Lot 8, and being on the west line of a tract of land described in deed to T.P. & L. Company as recorded in Volume 874, Page 566, D.R.C.C.T., also being on the south line of a tract of land described in deed to Texas Utilities Electric Company, as recorded in Volume 3409, Page 171, D.R.C.C.T.;

THENCE South 02 degrees 11 minutes 24 seconds West, along the west line of said T.P. & L. Company tract, a distance of 484.59 feet to an "x" cut in concrete found for the southeast corner of said Lot 8, same being the northeast corner of Lot 3, Block 1 of said Plano Tech Center Addition;

THENCE departing said west line, and along the common line between said Lot 8, and said Lot 3, the following bearings and distances:

North 87 degrees 50 minutes 54 seconds West, a distance of 20.43 feet to an "x" cut in concrete found for the beginning of a non-tangent circular curve to the left with a radius of 88.00 feet, and whose chord bears South 72 degrees 33 minutes 00 seconds West, a distance of 69.65 feet;

Southwesterly, along said curve to the left, through a central angle of 46 degrees 37 minutes 28 seconds, an arc distance of 71.61 feet to an "x" cut in concrete found for the point of reverse curvature of a circular curve to the right with a radius of 88.00 feet, and whose chord bears South 70 degrees 42 minutes 50 seconds west, a distance of 64.44 feet;

Southwesterly, along said curve to the right, through a central angle of 42 degrees 57 minutes 18 seconds, an arc distance of 65.97 feet to an "x" cut in concrete found for the point of tangency;

North 87 degrees 48 minutes 36 seconds West, a distance of 368.10 feet to an "x" cut in concrete found for the southwest corner of said Lot 8, same being northwest corner of said Lot 3, said corner being on the east line of Lot 5, Block 1 of said Plano Tech Center Addition;

THENCE North 00 degrees 12 minutes 30 seconds East, along the common line with said Lot 5, passing at a distance of 219.57 feet the northeast corner of said Lot 5, same being the southeast corner of Lot 6, Block 1 of said Plano Tech Center Addition, and continuing along the common line with said Lot 6, in all a distance of 229.67 feet to an "x" cut in concrete found for corner;

THENCE North 01 degrees 11 minutes 53 seconds East, continuing along said common line, a distance of 345.69 feet to an "x" cut in concrete found for the southerly northwest corner of said Lot 8, same being the northeast corner of said Lot 6, said corner being the southerly southeast corner of Lot 7, Block 1 of said Plano Tech Center Addition;

THENCE North 39 degrees 26 minutes 15 seconds East, along the common line with said Lot 7, a distance of 37.48 feet to a 1/2-inch iron rod with cap found for the northerly northwest corner of said Lot 8, same being the northerly southeast corner of said Lot 7, said corner being the southwest corner of a said Texas Utilities Electric Company tract

THENCE South 79 degrees 32 minutes 43 seconds East, along the common line with said Texas Utilities Electric Company tract, a distance of 510.63 feet to the POINT OF BEGINNING AND CONTAINING 293,196 square feet or 6.731 acres of land, more or less.