



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/13/15		
Department:		Engineering		
Department Head:		Jack Carr		
Agenda Coordinator (include phone #): <b>Kathleen Schonke (7198)</b>				
<b>CAPTION</b>				
<p>A Resolution 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 2.628 acre tract of vacant land located at 1106 Avenue K in the City of Plano, Collin County, Texas, for future development as a passenger station for the Cotton Belt Rail station; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	916,000	0	<b>916,000</b>
BALANCE	<b>0</b>	<b>916,000</b>	<b>0</b>	<b>916,000</b>
<b>FUND(S): CAPITAL RESERVE FUND</b>				
<p><b>COMMENTS:</b> This item approves a Memorandum of Understanding that will facilitate a reimbursement from the Regional Transportation Council and North Central Texas Council of Governments for the purchase of land for a passenger station along the future Cotton Belt Rail line. The land purchase was approved at the February 9, 2015 council meeting.</p> <p><b>STRATEGIC PLAN GOAL:</b> Approving a Memorandum of Understanding with other organizations to improve transportation for Plano residents relates to the City's goal of Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Resolution approving Memorandum of Understanding related to a 2.628 acre tract of land for future development as a Cotton Belt Rail passenger station. City will be reimbursed \$916,000.00.</p> <p><a href="https://maps.google.com/maps?output=classic&amp;dg=brw">https://maps.google.com/maps?output=classic&amp;dg=brw</a></p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Resolution, Exhibit "A"			N/A	

January 12, 2015

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Sanford Beck Survey, Abstract No. 73, being all of a called 1.754 acre tract of land conveyed to Schultz Properties, Ltd. by deed recorded in Volume 5251, Page 3517 of the Deed Records of Collin County, Texas and all of a called 0.874 acre tract of land conveyed to Schultz Properties, Ltd. by deed recorded in Volume 5224, Page 3186 of the Deed Records of Collin County, Texas and these premises being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod capped "Roome" found for corner marking the intersection of the south right-of-way line of the St. Louis and Southwestern Railroad (200 foot wide right-of-way) and the east right-of-way line of K Avenue and the northwest corner of said 1.754 acre tract;

THENCE with said south right-of-way line and the north line of said 1.754 acre tract, North 70°11'30" East, 433.38 feet to a 1/2 inch iron rod capped "Roome" found for corner marking the intersection of said south right-of-way line and the west right-of-way line of Municipal Avenue and the northeast corner of said 1.754 acre tract;

THENCE with said west right-of-way line, the east line of said 1.754 acre tract and the east line of said 0.874 acre tract as follows:

South 03°23'22" East, 12.79 feet to a 1/2 inch iron rod capped "Roome" found for corner marking the beginning of a curve to the right,

Southwesterly with said curve to the right having a radius of 400.00 feet, a central angle of 52°36'27", an arc length of 367.27 feet and a chord bearing and distance of South 23°49'48" West, 354.50 feet to a 1/2 inch iron rod capped "Roome" found for corner,

South 50°08'01" West, 9.51 feet to a 1/2 inch iron rod capped "Roome" found for corner marking the beginning of a curve to the left, and

Southwesterly with said curve to the left having a radius of 748.62 feet, a central angle of 09°26'07", an arc length of 123.28 feet and a chord bearing and distance of South 45°24'57" West, 123.14 feet to a 1/2 inch iron rod capped "Roome" found for corner marking the northeast corner of a called 0.81841 acre tract conveyed to the City of Plano by deed recorded in Document No. 92-0014169 of the Deed Records of Collin County, Texas and the southeast corner of said 0.874 acre tract;

THENCE with the north line of said 0.81841 acre tract and the south line of said 0.874 acre tract, South 89°20'59" West, 170.28 feet to a 1/2 inch iron rod capped "Roome" found for corner in the west right-of-way line of K Avenue and marking the northwest corner of said 0.81841 acre tract and the southwest corner of said 0.874 acre tract;

THENCE with said east right-of-way line, the west line of said 0.874 acre tract and the west line of said 1.754 acre tract, North, 284.65 feet to the Point of Beginning and containing 2.628 acres of land, more or less.

Surveyor's Certificate

I hereby certify that on the 31st day of December, 2014, this survey was made on the ground as per the field notes shown on the survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location, and types of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way and of all rights-of-way, easements, and any other matters of record, or of which I have knowledge or have been advised, whether or not of record, affecting the subject property, and the location of all curb cuts and driveways, if any.

Except as shown on the survey, there are no encroachments upon the subject property by improvements on adjacent property, there are no encroachments on adjacent property, streets, or alleys by any improvements on the subject property, and there are no conflicts or discrepancies.

This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

*Michael Cuzzo*  
 Michael Cuzzo  
 Registered Professional Land  
 Surveyor No. 5693

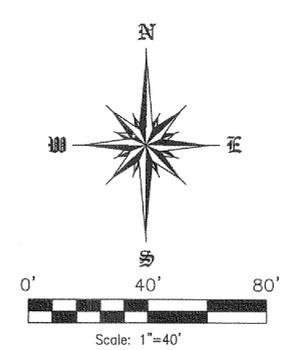
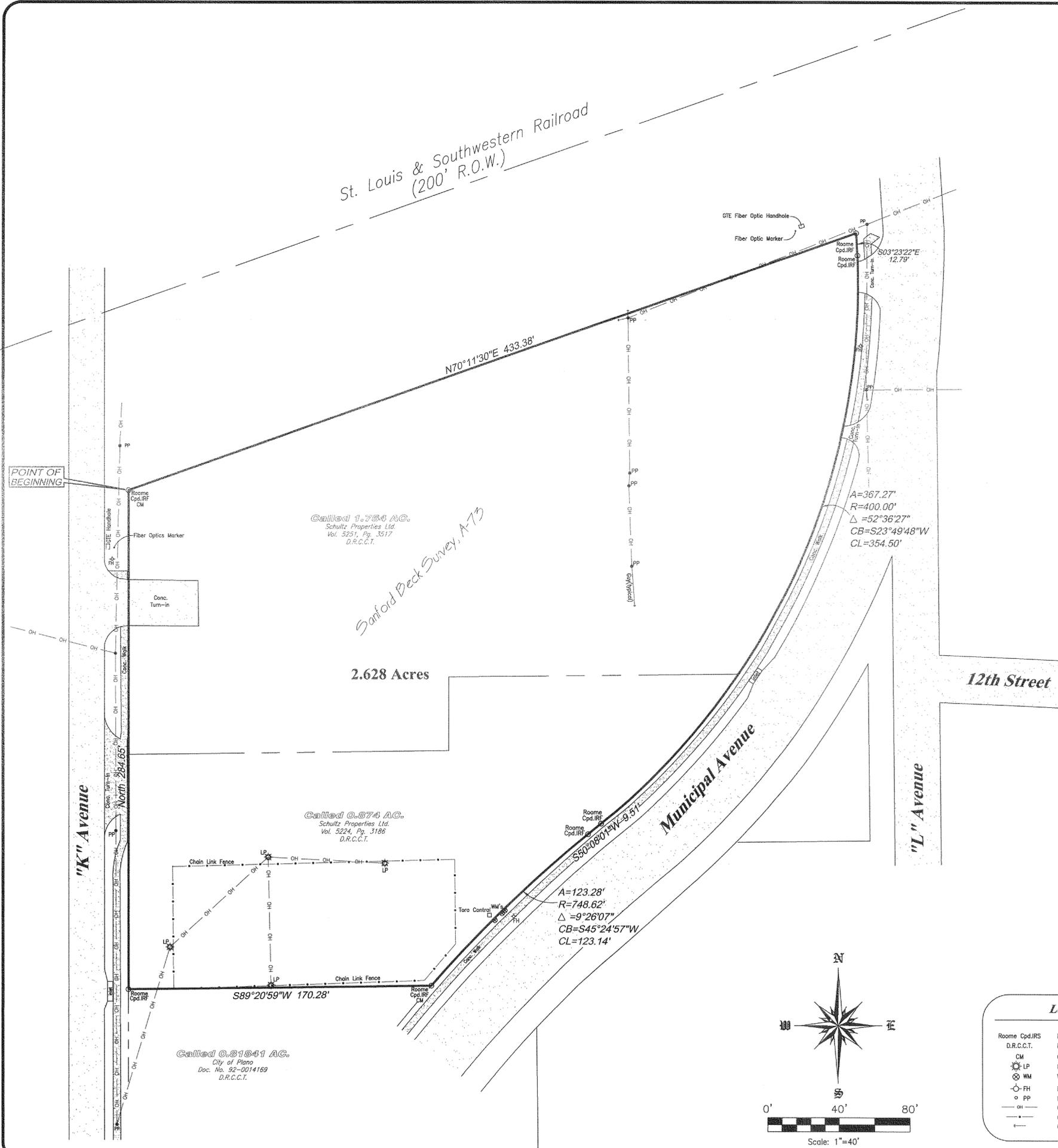


Notes: 1) CM is a controlling monument; 2) Surveyor's signature will appear in red ink on certified copies; 3) Source bearing per the deed to Shultz Properties, Ltd. recorded in Volume 5251, Page 3517 of the Deed Records of Collin County, Texas; 4) No portion of the subject property is shown to lie within a Special Flood Hazard Area inundated by 100-year flood per Map No. 48085C0390 J of the F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas, dated June 2, 2009 (Zone X); 5) This survey was performed without the benefit of title commitment; 6) This survey is intended for the exclusive use of the hereon noted owner, purchaser, title company and/or mortgage company only and the survey is made in accordance with the title commitment referenced by the GF number shown hereon as provided by the above stated title company.

Survey of  
**2.628 Acres**  
 Sanford Beck Survey  
 Abstract No. 73  
 City of Plano, Collin County, Texas  
 January 2015

TBPLS Firm No. 10013100 P:AC/2014Q4/AC816569.DWG

**Roome Land Surveying, Inc.**  
 2000 Avenue G, Suite 810  
 Plano, Texas 75074  
 Phone (972) 423-4372 / Fax (972) 423-7523  
 www.roomesurveying.com



**Legend**

Roome Cpd.IRS	Roome Capped Iron Rod Set
D.R.C.C.T.	Deed Records Collin County Texas
CM	Controlling Monument
LP	Light Pole
WM	Water Meter
FH	Fire Hydrant
PP	Power Pole
OH	Overhead Lines
CL	Chain Link Fence
G	Guy

**A Resolution 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 2.628 acre tract of vacant land located at 1106 Avenue K in the City of Plano, Collin County, Texas, for future development as a passenger station for the Cotton Belt Rail station; 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 2.628 acre tract of vacant land located at 1106 Avenue K 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"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 13th day of April, 2015.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, 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 May 1, 2015 in the amount of Nine Hundred and Sixteen Thousand Dollars (\$916,000.00) 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 May 1, 2015, 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 Nine Hundred and Sixteen Thousand Dollars (\$916,000.00) on or before December 31, 2015. 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 December 31, 2015, 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 Nine Hundred and Sixteen Thousand Dollars (\$916,000.00) 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 August 31, 2015. 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 Nine Hundred and Sixteen Thousand Dollars (\$916,000.00) 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 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.

**City of Plano, Texas**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bruce D. Glasscock  
City Manager

**North Central Texas Council of Governments**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Mike Eastland,  
Executive Director

**Regional Transportation Council**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Michael Morris, P.E.  
Director of Transportation