



# 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:		1/27/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, approving the use of a portion of the City of Plano public Park Land, known as Moore Park for a permanent sanitary sewer easement along with a temporary construction easement to the North Texas Municipal Water District; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	900,000	1,100,000	<b>2,000,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	10,705	0	<b>10,705</b>
BALANCE	0	910,705	1,100,000	<b>2,010,705</b>
<b>FUND(S):     PARK IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> This item, in the amount of \$10,705, will grant a sanitary sewer easement and temporary construction easement to NTMWD for \$10,705. These funds will be used in the future towards Park Improvements in Plano.</p> <p><b>STRATEGIC PLAN GOAL:</b> Granting easements on park land for public services in exchange for appropriate compensation relates to the City's goals of Partnering for the Community Benefit and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This item is for approval of a 20 foot wide sanitary sewer easement and an 80 foot wide temporary construction easement to the North Texas Municipal Water District (NTMWD). The proposed easement is adjacent to and parallel to an existing sanitary sewer easement with an existing sanitary sewer force main in place. The park also contains an existing NTMWD sanitary sewer lift station.</p> <p>Moore Park is undeveloped and has not been used by the public; therefore, a Chapter 26 Hearing is not required for this easement. The proposed easement does not conflict with plans to develop athletic fields at the park in the future.</p> <p>The permanent 20 foot wide sanitary sewer easement contains 0.222 acres. The district proposes to pay the City \$10,704.87 for the easement. This amount is based on the current Collin County Appraisal District's valuation for the property.</p> <p>Staff recommends approval.</p>				

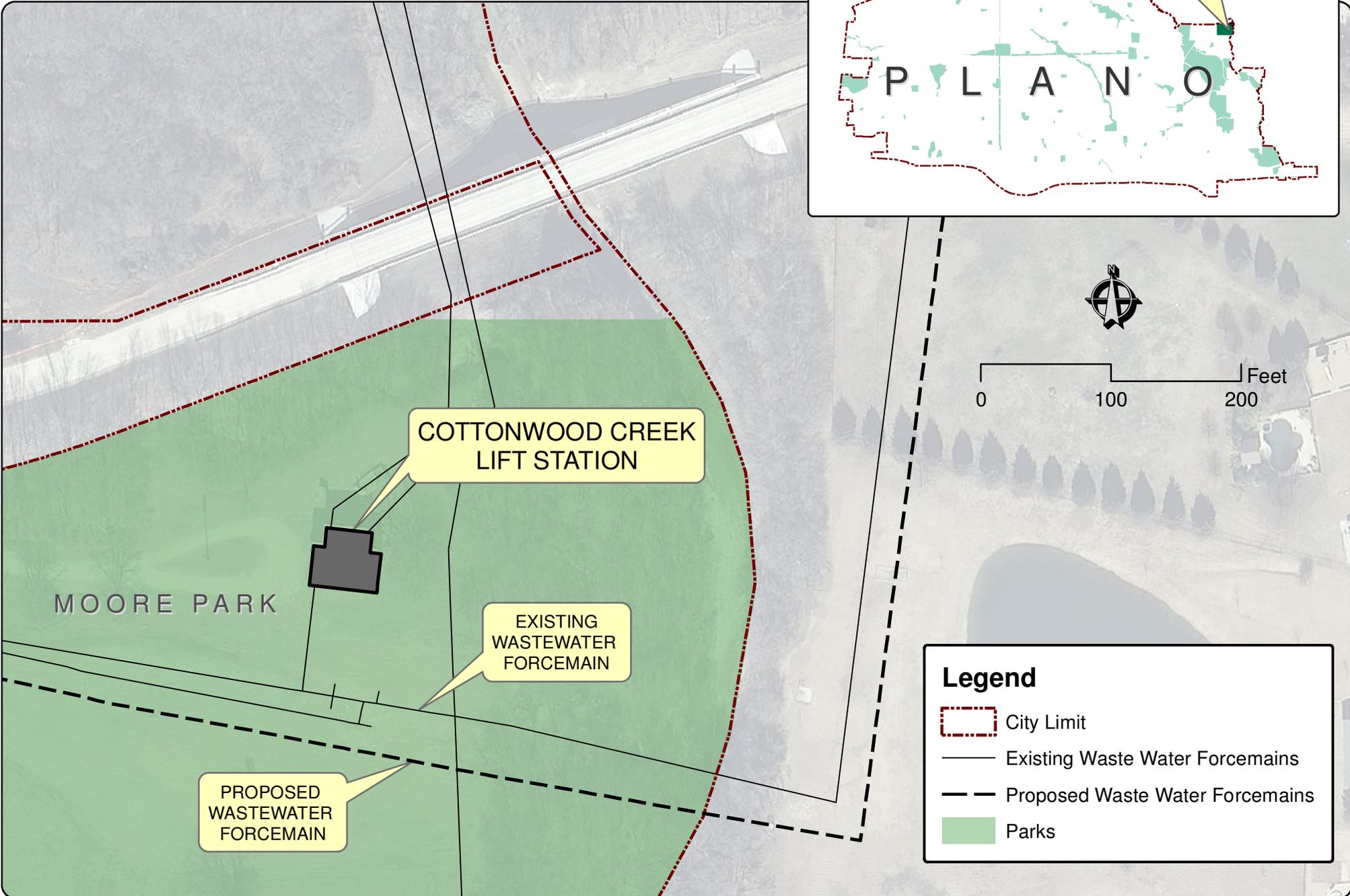
Project Location Map –  
<http://goo.gl/maps/IJRKb>

List of Supporting Documents:  
Location Map  
NTMWD Compensation Letter  
Ordinance

Other Departments, Boards, Commissions or Agencies

# Location Map

## Moore Park - Wastewater Easement





**NORTH TEXAS MUNICIPAL  
WATER DISTRICT**

*Regional Service Through Unity*  
October 31, 2013

RECEIVED

NOV - 4 2013

**Certified Mail/Return Receipt Requested**  
**No. 7009 0820 0001 5356 8705**  
**And U.S. Mail**

ENGINEERING DEPT

Mr. Michael Martin  
City of Plano  
P.O. Box 860358  
Plano, Texas 75086-0358

RE: Upper Rowlett and Cottonwood Creek Parallel Force Main, Project 308  
Parcel 01

Dear Mr. Martin:

The North Texas Municipal Water District (NTMWD) is a governmental entity that provides sanitary sewer to many cities in the North Texas area including the City of Plano, Town of Parker and City of Allen. In order to keep pace with the ever-increasing demand for wastewater treatment, NTMWD has planned the Upper Rowlett and Cottonwood Creek Parallel Force Main. This project has been developed to provide additional critical service to portions of the District's service area. NTMWD provides your community with all of its wastewater needs and this pipeline will provide redundancy and additional future capacity when needed.

In order for NTMWD to complete the project, an easement across your property is needed. The Easement consists of a 0.856 acre temporary construction easement and a 0.222 acre permanent easement. NTMWD offers to purchase the Easement for the total amount of \$10,704.87. Enclosed is an Easement including the description and survey of the Easement area. Also enclosed is a Landowner Bill of Rights and W-9. If you are willing to grant the Easement for this compensation, please complete the W-9 and return to this office along with the executed Easement. You will then be provided with a check for the Easement within 10 days of receipt of the W-9 and executed Easement. If the above offer is acceptable, please advise me at your earliest convenience, but no later than December 2, 2013.

Should you have any questions in regards to this offer or the Easement, please contact Douglas Lovern, Land Agent with NTMWD at 972-442-5405. Your assistance concerning this matter is greatly appreciated.

Sincerely,

BENTLY POWELL  
Real Estate Manager

Enclosures

**An Ordinance of the City of Plano, Texas, approving the use of a portion of City of Plano public Park Land, known as Moore Park for a permanent sanitary sewer easement along with a temporary construction easement to the North Texas Municipal Water District; and providing an effective date.**

**WHEREAS**, the North Texas Municipal Water District has requested approval for a permanent sanitary sewer easement along with a temporary construction easement, as depicted on the drawing attached hereto as Exhibit "A" (called "Easement") which requires the use or taking of a portion of City of Plano public Park Land known as Moore Park (called "Park Land"); and

**WHEREAS**, the City Council finds that the Project is in the public interest generally, and in the best interests of the citizens of the City of Plano, Texas.

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

**Section I.** The City Council approves the use or taking of a portion of Moore Park by the North Texas Municipal Water District, through an agreement for a sanitary sewer pipeline easement along with a temporary construction easement, as depicted in Exhibit "A".

**Section II.** This Ordinance becomes effective immediately from and after its passage as required by law.

**DULY PASSED AND APPROVED** this the 27<sup>th</sup> day of January, 2014.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**EASEMENT FOR RIGHT-OF-WAY  
SANITARY SEWER PIPELINE  
UPPER ROWLETT & COTTONWOOD CREEK PARALLEL FORCE MAIN  
EXTENSION  
PROJECT 308**

STATE OF TEXAS           §       KNOWN ALL MEN BY THESE PRESENTS:  
  §  
COUNTY OF COLLIN       §

THAT the undersigned **CITY OF PLANO** (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (hereinafter called "Grantee") the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents, does grant, sell and convey unto the Grantee a Permanent Easement and right-of-way, along with a Temporary Construction Easement, in and through those certain premises owned by Grantor to construct, operate, reconstruct, perpetually maintain and remove one pipeline, for the transportation of wastewater (the "Sanitary Sewer" pipeline), with all incidental equipment, and appurtenances under or through the following described lands situated in Collin County, Texas, to-wit:

**BEING** a 0.222 acre (9,655 square foot) tract contained within the R.C. Whisenant Survey, Abstract No. 1012, City of Plano, Collin County, Texas and being part of a called 119.454 acre tract of land described in a Warranty Deed with Vendor's Lien to the City of Plano, Texas as recorded in Volume 1938, Page 929 of the Deed Records of Collin County, Texas, said 0.222 acre tract being more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

The Grantee shall utilize the easement for one Sanitary Sewer pipeline and appurtenances, including above grade appurtenances consisting of man holes and access covers (referred to herein collectively as "Grantees pipeline or the pipeline") as may be required for its operation of the pipeline. Grantee, and Grantee's successors and assigns, shall have the continued and unobstructed right of ingress and egress over the permanent easement granted for the installation, operation, inspection, and maintenance of Grantee's facilities.

The Temporary Construction Easement granted and described herein will terminate and cease upon completion of the construction and testing of the pipeline. Said Temporary Construction Easement is described in Exhibit "A".

Grantee, and Grantee's successors and assigns, agrees to bury said pipeline to a depth of at least 48" from the top of the pipeline to existing ground surface except where a burying the pipeline to such depth would impair the normal and efficient operation of the pipeline. Grantee will, insofar as practicable, restore the ground disturbed by the laying, constructing, repairing, maintaining, replacing or removing of said pipeline, and will take such steps as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee will separate the topsoil during construction by double-ditching and will restore said topsoil within the easement. Grantee shall leave the surface

as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all improvements, including fences, driveways, bridges, drainage channels, and other improvements damaged through the use of said easement to substantially the same condition as they were prior to the construction of the pipeline. Grantee agrees to re-seed the easement areas after construction of said pipeline.

Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the installation and operation of said pipelines and to remove possible hazards thereto, and the right to remove or prevent the construction of any and all improvements, buildings, reservoirs or other obstructions on said permanent easement, except as are specifically allowed under the terms hereof. Grantor shall not construct or permit to be constructed, any house, building, reservoir, or other prohibited improvement on or within the permanent easement or remove soil which would impair the lateral support for Grantee's pipeline or leave it with insufficient cover for the safe operation of said pipeline. However, Grantor retains the right to cross the permanent easement area with fences, streets, roads, and utilities ("facilities") at angles not less than 45 degrees provided that said facilities do not endanger or interfere with Grantee's pipeline and provided that Grantee is provided with a copy of the construction plans and drawings not less than 30 days before the beginning of construction of said facilities. Grantor shall not grant any other easements within the permanent easement which would (1) endanger or interfere with the safe and efficient operation of Grantee's pipeline, or (2) cross Grantee's easement at less than a 45 degree angle. Grantee may not fence or enclose the easement but may install gates in any fence along or crossing the easement for access.

Grantee agrees to defend, indemnify and hold the grantor and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons, that may arise out of or be occasioned by grantee's violations of law, or by any negligent, grossly negligent, intentionally wrongful, or strictly liable act or omission of the grantee, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the grantee is legally responsible arising out of this easement or use of the easement property. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the grantor, and its officers, agents, employees or separate contractors. The grantor does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee shall procure and maintain for the duration of the Easement insurance coverage as set forth in the Insurance Requirements marked **Exhibit "B"** attached hereto and incorporated herein by reference. Grantee shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage as a condition of this Easement. Anywhere in the insurance requirements that it references vendor/contractor, the same requirements under this easement shall apply to Grantee.

Grantee at its own expense is expressly required to defend grantor against all such claims. Grantor reserves the right to provide a portion or all of its own defense; however, grantor is under no obligation to do so. Any such action by grantor is not to be construed as a waiver of grantee's obligation to defend grantor or as a waiver of grantee's obligation to indemnify grantor pursuant to this easement agreement. Grantee shall retain defense counsel within seven (7) business days of grantor's written notice that grantor is invoking its right to indemnification under this easement agreement. If grantee fails to retain counsel within the required time period, grantor shall have the right to retain defense counsel on its own behalf and grantee shall be liable for all costs incurred by the grantor.

If Grantee should abandon the rights granted herein for said pipeline and appurtenances constructed upon said land and, if such abandonment should continue for a continuous period of as long as thirty-six (36) months, all rights of Grantee herein shall terminate and revert to Grantor, their heirs, legal representatives, successors and assigns. Grantee shall have the right for one year following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

Grantee shall have the right to assign the easement in whole or in part to one or more assignees. Grantee, shall indemnify, defend, assume all liability for, and hold harmless the Grantor, its successors and assigns, from all actions, claims, suits, penalties, obligations, liabilities, and/or injuries and/or death to persons that may be caused by Grantee's activities pursuant to this Easement, or arising out of or in connection with such activities. Nothing in this indemnity provision shall be read to extend indemnification to Grantor for Grantor's own negligence, gross negligence, or intentional tortuous acts in the performance of this Easement.

The above described easements and rights shall inure unto the said Grantee, and Grantee's successors and assigns, and the covenants and agreements contained herein shall constitute covenants running with the land, binding upon Grantor, its legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

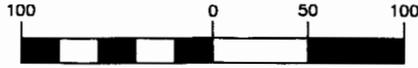
By executing this Easement, the undersigned represents that they are duly authorized to execute this document; that Grantor is the owner of fee simple title to the property across which the easement is being granted; that the property is held by Grantor free and clear of any liens or encumbrances and that Grantor is the sole party entitled to receive the consideration being paid for the easement.

**TO HAVE AND TO HOLD** unto the said **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, the above described easement and right-of-way, and I do hereby bind myself, any heirs, executors, and administrators to warrant and forever defend all and singular the said premises to the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof herein.



# EXHIBIT "A"

GRAPHIC SCALE  
(in feet)



1 inch = 100 ft.

LINE	BEARING	LENGTH
L1	N29°17'06"E	26.51'
L2	N16°49'28"E	8.44'
L3	N06°26'54"E	20.00'
L4	S16°49'28"W	20.20'
L5	N11°01'31"W	4.81'
L6	S11°01'31"E	127.30'

50' NORTH TEXAS MUNICIPAL WATER DISTRICT EASEMENT VOLUME 2431, PAGE 254 D.R.C.C.T.

R.C. WHISENANT SURVEY ABSTRACT NO. 1012

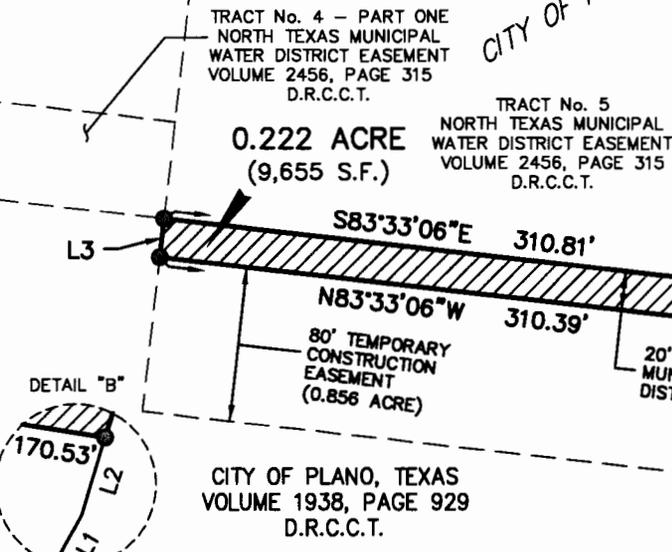
CENTER OF COTTONWOOD CREEK

APPROXIMATE CITY LIMITS

BLOCK A THE KNOLLS OF SPRINGHILL CABINET L, PAGE 24 P.R.C.C.T.

P.O.B. (GRID COORDINATE)  
N: 7,077,831.53  
E: 2,533,653.46

P.O.C. (GRID COORDINATE)  
N: 7,077,813.38  
E: 2,534,270.88



CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	157.11'	275.00'	32°44'01"	N05°20'30"E	154.98'
C2	49.42'	475.00'	05°57'40"	S08°02'41"E	49.40'



*Chad A. Gulick* 10-29-13  
Chad A. Gulick  
Registered Professional Land Surveyor  
No. 6021



- LEGEND**  
 P.O.C. = POINT OF COMMENCING  
 P.O.B. = POINT OF BEGINNING  
 (C.M.) = CONTROLLING MONUMENT  
 P.R.C.C.T. = PLAT RECORDS OF COLLIN COUNTY, TEXAS  
 D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS  
 I.R.F. = IRON ROD FOUND  
 ○ = MONUMENT FOUND (AS NOTED)  
 ● = POINT FOR CORNER (NOTHING FOUND OR SET)

DATE: 05/21/2013	SCALE: 1" = 100'
DRAWN BY: JT	CHECKED BY: CAG
SHEET NO. 3 of 3	JOB NUMBER: 1212-039-01
SHEET ID: 1212-039-01 E1.dwg	

NORTH TEXAS MUNICIPAL WATER DISTRICT  
 UPPER ROWLETT & COTTONWOOD CREEK  
 FORCE MAIN EASEMENT  
 0.222 ACRE OUT OF THE  
 R.C. WHISENANT SURVEY, ABSTRACT NO. 1012,  
 CITY OF PARKER, COLLIN COUNTY, TEXAS

**CobbFendley**  
 TBPE Firm Registration No. 274  
 TBPLS Firm Registration No. 100467  
 6801 Gaylord Parkway, Suite 302  
 Frisco, Texas 75034  
 972.335.3214 | fax 972.335.3202  
 www.cobbfendley.com

- NOTES:**
- All bearings and coordinates are based on the Texas State Plane Coordinate System, North Central Zone, NAD 83(CORS96), Epoch 2002.00.
  - This survey plat is accompanied by a separate property description of even date.

**EXHIBIT "B"**  
**CITY OF PLANO**  
**GENERAL CONTRACTURAL INSURANCE REQUIERMENTS**

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

**All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.**

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

**Commercial General Liability Insurance**—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

**Commercial Automobile Liability**—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

**Workers' Compensation & Employer Liability**—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

**Professional Liability (E&O) Insurance**--(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section

**INSURANCE REQUIREMENT AFFIDAVIT**

(SUPPLEMENTAL INFORMATION RFP# \_\_\_\_\_)

(To be completed by appropriate Vendor/Contractor Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor/contractor. If the below identified vendor/contractor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award or at contract renewal, to furnish a valid Certificate of Insurance to the City meeting all of the requirements contained in this proposal.

\_\_\_\_\_  
Agent's Printed Name

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Name of Insurance Agency

\_\_\_\_\_  
Address of Agency

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone number where Agent may be contacted

\_\_\_\_\_  
E-Mail address of Agent

\_\_\_\_\_  
Vendor/Contractor Name:

SUBSCRIBED AND SWORN to before me by the above named \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

NOTE TO INSURANCE AGENT:  
IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.