



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	5/26/15
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Public Hearing and a Resolution of the City of Plano, Texas, approving the use or taking of a portion of City of Plano public Park Land, known as Oak Point Park and Nature Preserve pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a permanent easement and right of way to Oncor Electric Delivery LLC for the purpose of upgrading electrical service to the North Texas Municipal Water District sewer pumping station located in the park; authorizing the City Manager, or his designee, to execute all necessary documents; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	10	0	10
BALANCE	0	10	0	10

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: This item approves the granting of a permanent easement and right of way to Oncor so that they may upgrade electrical service. In exchange, Oncor will pay the City of Plano \$10, which will be used to partially offset expenditures to improve Oak Point Park & Nature Preserve.

STRATEGIC PLAN GOAL: Granting an easement on park land so that electrical services may be upgraded relates to the City's goal of Partnering for Community Benefit.

SUMMARY OF ITEM

It is proposed that the City allow Oncor Electric Delivery Company LLC to use a portion of the Oak Point Nature Preserve as a permanent easement and right of way for the installation of upgraded electrical service to the North Texas Municipal Water District's (NTMWD) sewer pumping station located within a NTMWD easement within the park.

Oncor will compensate the City for a sum of \$10 for the easement and right of way. To permit the use of Park Land, the governing body with jurisdiction over the park, City Council in this instance, must find the following:

1. There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and
2. The Project includes all reasonable planning to minimize harm to the Park Land, resulting from the use or taking; and

3. The Project will not adversely affect the activities, features, and attributes of Park Land.

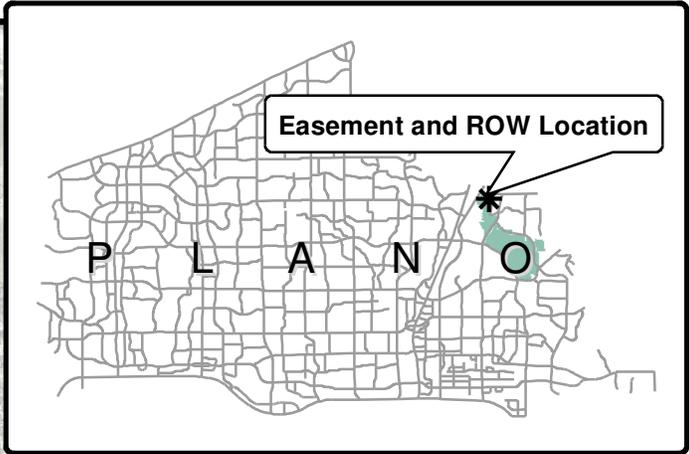
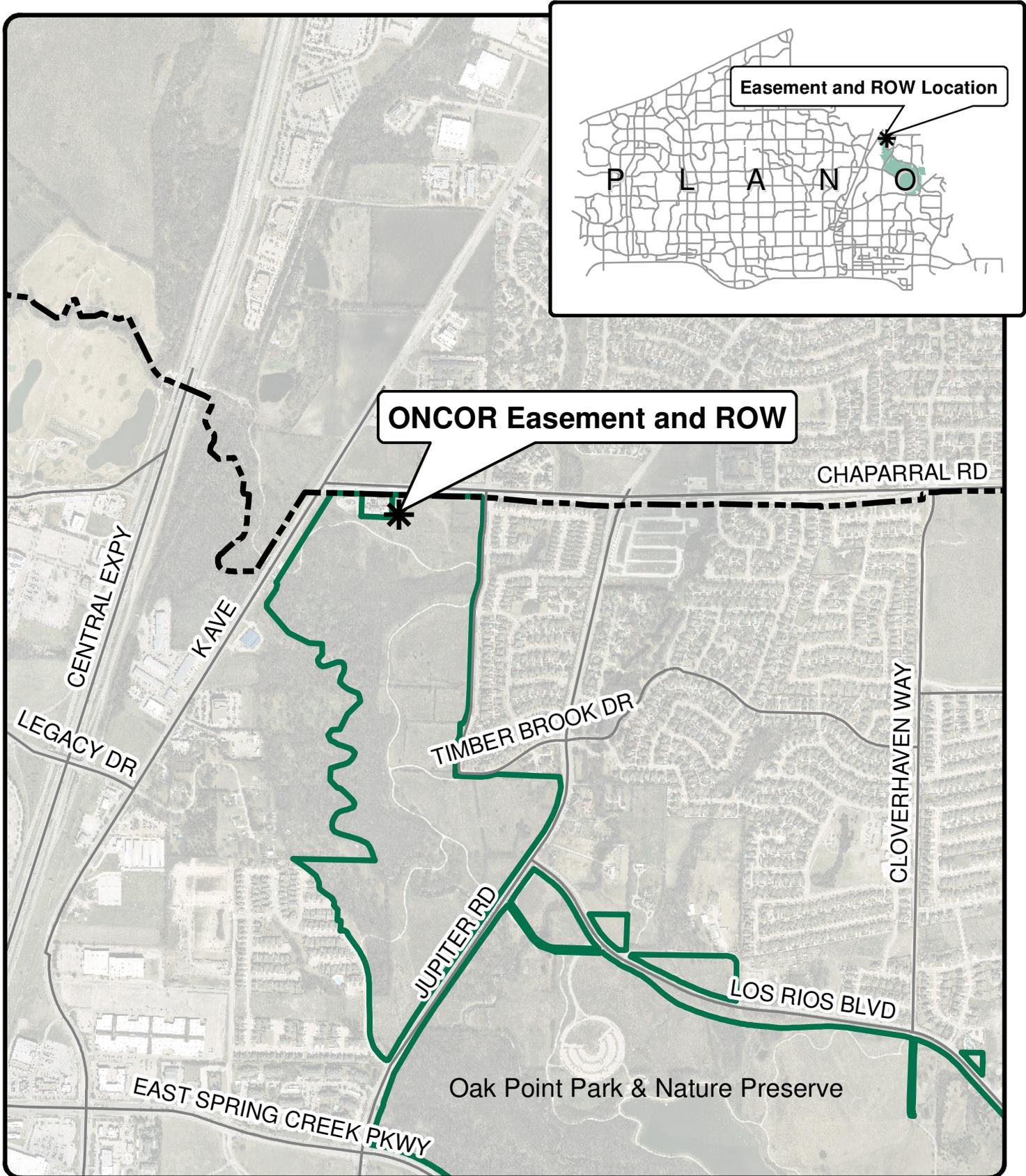
Witnesses will be presented at the public hearing on these issues.

Project Location Map:

<https://goo.gl/maps/cPqQb>

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Oncor Letter Resolution	

ONCOR Easement and ROW Location Map at Oak Point Park & Nature Preserve





Name
Title

Oncor Electric Delivery
4600 State highway 121
McKinney, Tx 75070
972-569-1224
James.lilley@oncor.com

May 5, 2015

City of Plano
Attn: Jessie L. Davis
1409 Ave K
Plano, Texas 75074

RE: Upper Rowlett/Upper Cottonwood – North Texas Water

Dear Jessie

NTMW has added additional facilities that have required ONCOR to upgrade the existing facilities to serve the existing facilities, the easements will cover underground cable and pad mounted equipment serving the added load.

If you have any questions or need any additional information contact me at 972-569-1224.

Best regards,

A handwritten signature in black ink, appearing to read "Danny Lilley". The signature is stylized and extends to the right, crossing over the printed name below.

Danny Lilley
New Construction Manager

A Resolution of the City of Plano, Texas, approving the use or taking of a portion of City of Plano public Park Land, known as Oak Point Park and Nature Preserve pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a permanent easement and right of way to Oncor Electric Delivery LLC for the purpose of upgrading electrical service to the North Texas Municipal Water District sewer pumping station located in the park; authorizing the City Manager, or his designee, to execute all necessary documents; and providing an effective date.

WHEREAS, Oncor Electric Delivery Company LLC has requested easement and right of way for the upgrading of electrical service to North Texas Municipal Water District (NTMWD) 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 Oak Point Park and Nature Preserve (called the "Park Land"), and said easement and right of way lies within an existing easement with NTMWD; and

WHEREAS, Chapter 26 of the Texas Parks and Wildlife Code requires a public hearing for the use or taking of public Park Land, at which the governing body must determine whether any feasible and prudent alternative to the use or taking of public Park Land exists, and whether the proposed use or taking includes all reasonable planning to minimize the harm to the Park Land; and

WHEREAS, Notice of the Public Hearing was duly served and published in conformity with Chapter 26 of the Texas Parks and Wildlife Code for the Project; and

WHEREAS, the City Council held a public hearing on May 26, 2015, regarding the Project during which all interested persons had the opportunity to testify and present relevant evidence before the City Council.

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

Section I. After hearing and review of all the testimony, evidence, and other relevant information at the Public Hearing, the City Council hereby finds and determines that:

- 1) There is no feasible and prudent alternative to the use or taking of the portion of public Park Land at Oak Point Park and Nature Preserve as proposed by the Project; and
- 2) The Project includes all reasonable planning to minimize the harm to the Park Land resulting from the use or taking; and
- 3) The Project will not adversely affect the activities, features, and attributes of the Park Land.

Section II. The City Council further finds that the Project is in the public interest generally, and in the best interest of the citizens of the City of Plano, Texas. Accordingly, the City Council approves the use or taking of a portion of Oak Point Park and Nature Preserve through a permanent easement, as depicted in Exhibit "A".

Section III. The City Manager, or his designee, is hereby authorized to execute all necessary documents in connection with the change in use and the permanent easement on behalf of the City of Plano.

Section IV. This Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

District:
WR#:
ER#: _____

EASEMENT AND RIGHT OF WAY

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

That, the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBIT "A" ATTACHED

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not construct, within the easement area, any buildings, structures or other obstructions or perform excavation which may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee which shall not be unreasonably withheld.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not interfere with the exercise by the Grantee of the rights hereby granted.

Grantor, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence, and, Grantee, to the extent allowed

by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Easement.

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. The insurance required herein is not in addition to any other insurance requirements required by Grantor of Grantee under other agreements between the parties and may be satisfied by any valid annual certificate of insurance provided by Grantee to Grantor subject to compliance with the minimum coverage requirements in Exhibit "B".

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2015

**CITY OF PLANO, TEXAS,
a home-rule municipal corporation**

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**ONCOR ELECTRIC DELIVERY COMPANY, LLC,
a Delaware Limited Liability Company**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by Bruce D. Glasscock of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____ of **ONCOR ELECTRIC DELIVERY COMPANY, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

Being a 0.040 acre tract of land situated in the Jeremiah Moncey Survey, Abstract No. 621, City of Plano, Collin County, Texas, said 0.040 acre tract of land being a portion of a 71.888 acre tract of land as described in the deed to The City of Plano as recorded in Volume 1629, Page 87 of the Deed Records of Collin County, Texas, said 0.040 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod (Controlling Monument) (CM) found for the southeast corner of an existing 1.263 acre Easement (designated "Tract No. Two") as described in the easement to North Texas Municipal Water District and recorded in Volume 2456, Page 315 of said Deed Records of Collin County, Texas, from which a 3/8 inch iron rod (CM) found for the southwest corner of said existing 1.263 acre Easement bears North 88 degrees 25 minutes 04 seconds West, a distance of 250.00 feet; **THENCE** North 01 degrees 34 minutes 56 seconds East, with the easterly line of said existing 1.263 acre Easement, passing at a distance of 20.00 feet the southwest corner of an existing 0.459 acre Permanent Utility Easement as described in the easement to North Texas Municipal Water District as recorded in Instrument Number 20140131000093950 of the Official Public Records of Collin County, Texas, continuing with the easterly line of said existing 1.263 acre Easement and westerly line of said existing 0.459 acre Permanent Utility Easement for a total distance of 220.00 feet to a point for the northeast corner of said existing 1.263 acre Easement and the northwest corner of said existing 0.459 acre Permanent Utility Easement, said point being in the southerly right-of-way line of Chaparral Road (a 110 foot right-of-way); **THENCE** South 88 degrees 25 minutes 04 seconds East, with the northerly line of said existing 0.459 acre Permanent Utility Easement and with the southerly right-of-way line of said Chaparral Road, a distance of 42.43 feet to the **POINT OF BEGINNING**;

THENCE South 88 degrees 25 minutes 04 seconds East, with the northerly line of said existing 0.459 acre Permanent Utility Easement and with the southerly right-of-way line of said Chaparral Road, a distance of 50.00 feet to a point for corner;

THENCE South 01 degrees 34 minutes 56 seconds West, a distance of 35.00 feet to a point for corner;

THENCE North 88 degrees 25 minutes 04 seconds West, a distance of 50.00 feet to a point for corner;

THENCE North 01 degrees 34 minutes 56 seconds East, a distance of 35.00 feet to the **POINT OF BEGINNING** and containing 1,750 square feet or 0.040 acres of land, more or less.

EXHIBIT A

71.880 ACRE, CITY OF PLANO TRACT
VOLUME 1629, PAGE 87, D.R.C.C.T.
JEREMIAH MONCEY SURVEY, ABSTRACT No. 621
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 8-13-14

SCALE: N/A

PAGE 1 OF 3



Gorrondona & Associates, Inc.
1701 North Market Street
Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

NOTES:

1. A plat of same date accompanies this legal description.
2. All horizontal coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, CORS96 (Epoch 2002.00), North Central Zone (4202) and adjusted to surface values using the Texas Department of Transportation surface adjustment factor for Collin County (1.000152710). All distances and areas shown hereon are surface values and in U.S. Survey Feet.
3. This survey was performed without the benefit of a title report. There may be easements and /or covenants affecting this property not shown hereon.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Date: August 13, 2014
Gorrondona & Associates, Inc.

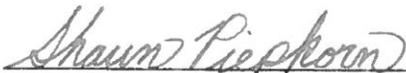

Shaun Marvin Piepkorn
Registered Professional Land Surveyor
No. 6432
Texas Firm No. 10106903



EXHIBIT A

71.880 ACRE, CITY OF PLANO TRACT
VOLUME 1629, PAGE 87, D.R.C.C.T.
JEREMIAH MONCEY SURVEY, ABSTRACT No. 621
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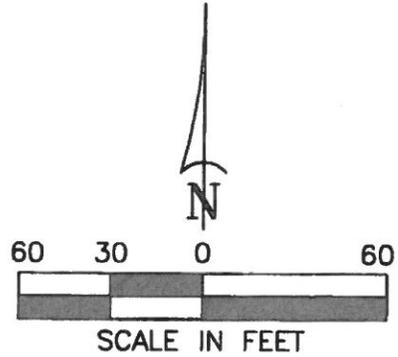
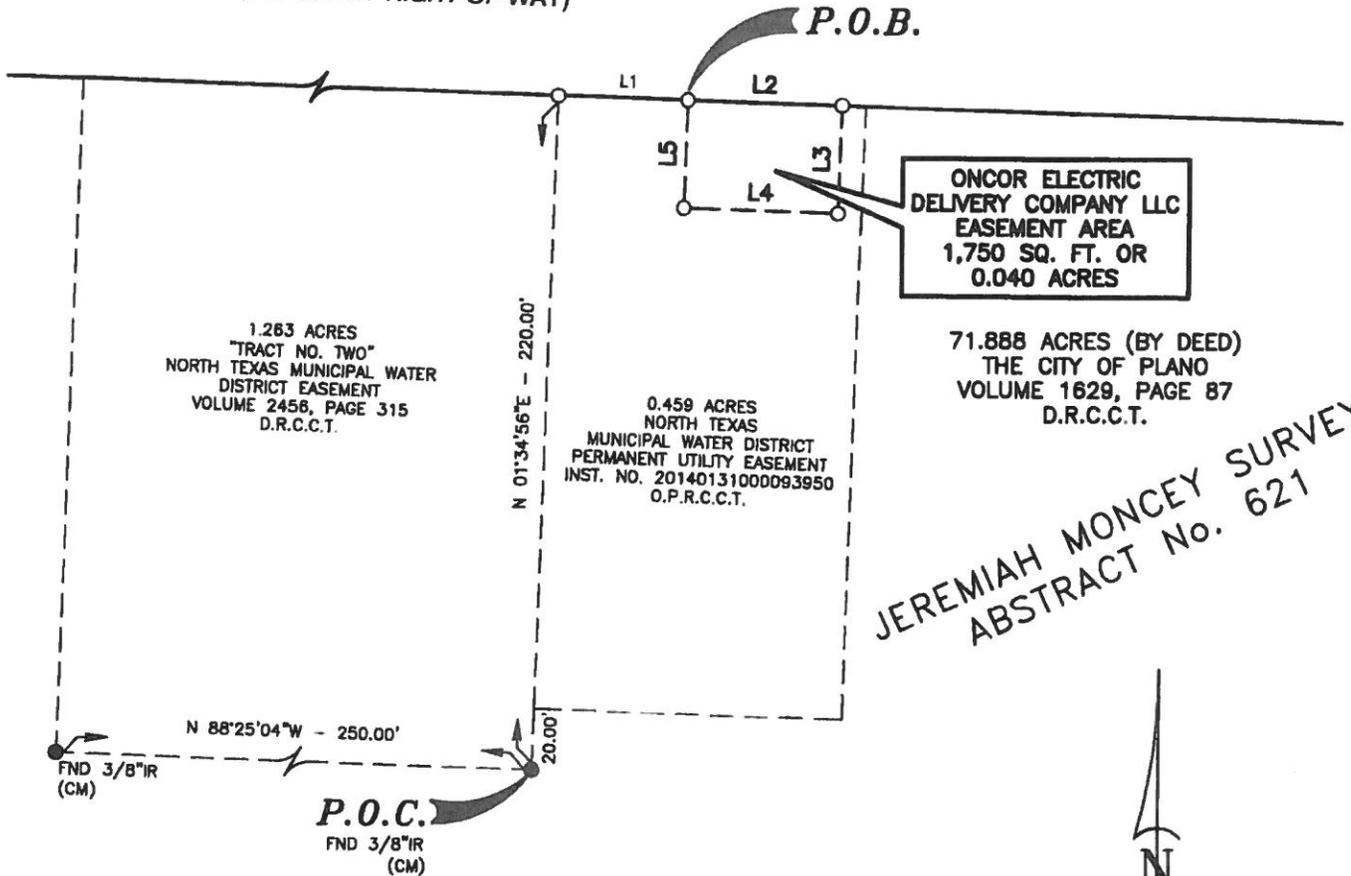
DATE: 8-13-14 SCALE: N/A PAGE 2 OF 3



Gorrondona & Associates, Inc.
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Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

CHAPARRAL ROAD
(110' WIDTH RIGHT-OF-WAY)



- (1) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
- (2) ALL HORIZONTAL COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CORS96 (EPOCH 2002.00), NORTH CENTRAL ZONE (4202) AND ADJUSTED TO SURFACE VALUES USING THE TEXAS DEPARTMENT OF TRANSPORTATION SURFACE ADJUSTMENT FACTOR FOR COLLIN COUNTY (1.000152710). ALL DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES AND IN U.S. SURVEY FEET.
- (3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 88°25'04"E	42.43'
L2	S 88°25'04"E	50.00'
L3	S 01°34'56"W	35.00'
L4	N 88°25'04"W	50.00'
L5	N 01°34'56"E	35.00'

LEGEND	
●	IRON ROD FOUND (AS NOTED)
(CM)	CONTROLLING MONUMENT
○	CALCULATED POINT
---	EASEMENT LINE
---	RIGHT-OF-WAY LINE
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
SHAUN MARVIN PIEPKORN
6432
PROFESSIONAL
LAND SURVEYOR

Shaun Piepkorn

SHAUN MARVIN PIEPKORN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6432 TEXAS FIRM NO. 10106903

EXHIBIT A
71.880 ACRE, CITY OF PLANO TRACT
VOLUME 1629, PAGE 87, D.R.C.C.T.
JEREMIAH MONCEY SURVEY, ABSTRACT No. 621
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 8-13-14 SCALE: 1"=60' PAGE 3 OF 3



Gorrondona & Associates, Inc.
1701 North Market Street
Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

**City of Plano
Insurance Requirements**

Requirements

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

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractors under this agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises /Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury/Advertising Injury e) Liability assumed under an insured contract (including tort liability of another in a business contract	\$1,000,000 each occurrence, \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. A copy of the endorsement to policy must be submitted with the required certificate of insurance. City requires insurers to be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	\$1,000,000 each accident	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident \$500,000 policy limit by disease, \$100,000 each employee by disease	City to be provided a waiver of subrogation. A copy of the endorsement to policy must be submitted with the required certificate of insurance.

Additional Requirements:

- All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City of Plano.
- All insurance coverage required by this section must be evidenced by a certificate of insurance submitted by the contractor's insurer or broker. Certificates of insurance received from any other source will be rejected.
- The certificate of insurance must state: (1) the City of Plano is named as an Additional Insured with respect to General Liability Coverage and (2) a Waiver of Subrogation in favor of the City of Plano on the Workers' Compensation Policy

Questions regarding this insurance should be directed to the City of Plano Purchasing Department at (972) 941-7557