

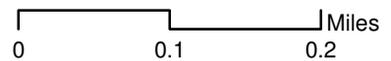
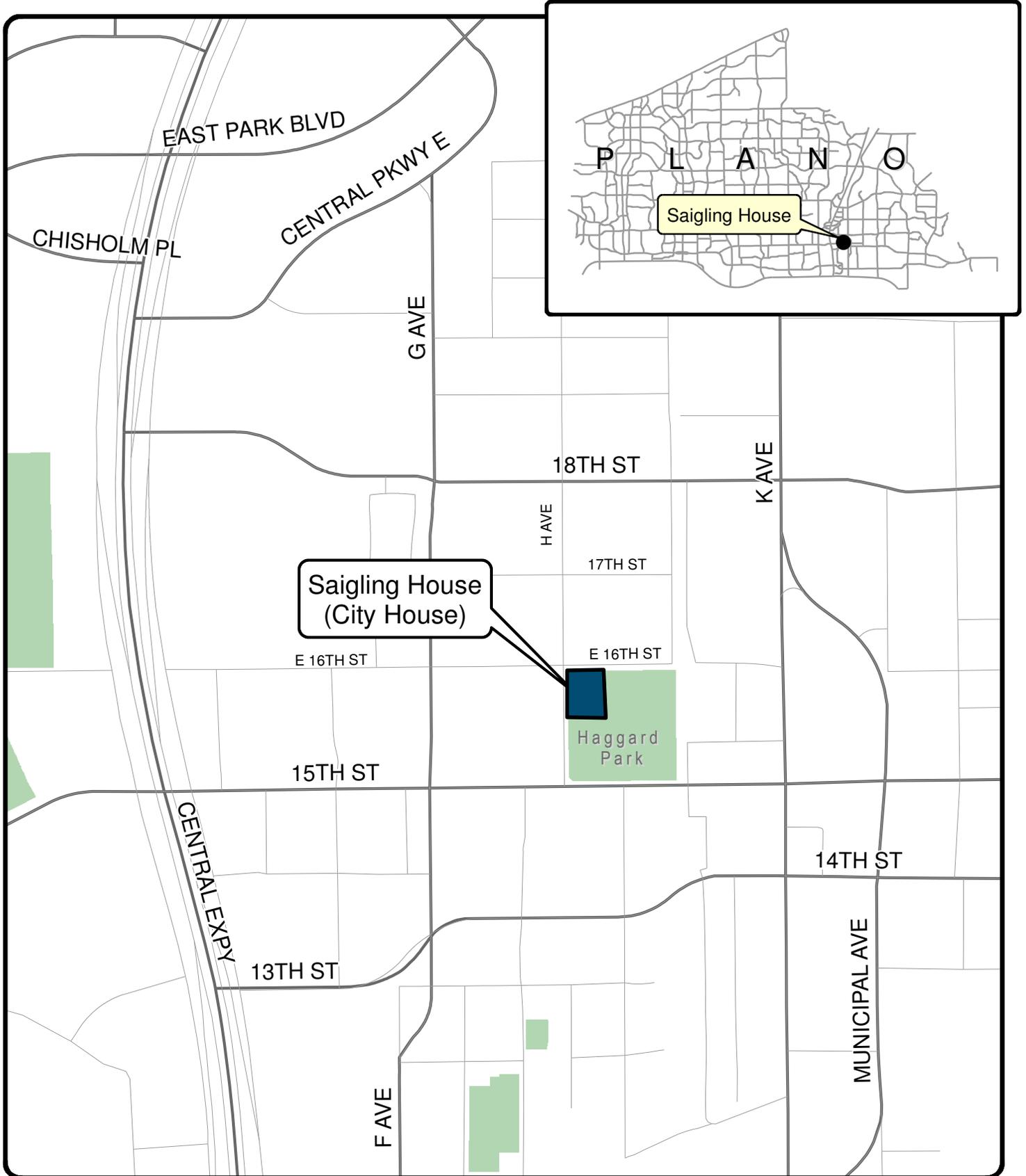


# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/16/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Memorandum of Understanding by and between the City of Plano and the ArtCentre of Plano, Inc. (ArtCentre) to memorialize their mutual understanding of the restoration, repurposing, and occupancy of the Saigling House and grounds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input 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	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<p><b>COMMENTS:</b> This item has no financial impact. Expenditures associated with the Saigling House &amp; Grounds project will be presented in future agenda items for City Council consideration.</p> <p><b>STRATEGIC PLAN GOAL:</b> Documenting mutual understanding regarding the Art Centre of Plano's future occupancy of space in the Saigling House following its restoration relates to the City's goal of Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This item memorializes the mutual understanding of the restoration, repurposing, and occupancy of the Saigling House per the items listed in the Memorandum of Understanding and related exhibits.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map Memorandum Resolution				

# Location Map

Saigling House located at 902 East 16th Street





# Memorandum

**Date:** November 19, 2014  
**To:** Bruce D. Glasscock, City Manager  
**From:** Frank F. Turner, Deputy City Manager  
**Subject:** Saigling House

Staff is recommending that the City of Plano and the ArtCentre of Plano (an independent 501(c)(3)) enter into agreement to jointly create a community art, cultural, educational and event facility at Haggard Park by restoring and repurposing the Saigling House and grounds. As proposed, the City of Plano will continue to own the property and after completion of the physical improvements the city will lease the facility and grounds to the ArtCentre who will be responsible for management and operations of the property, including conducting arts programming, education and making the property available to the public for meetings, social and cultural events. The full proposal is presented in a Memorandum of Understanding and associated documents to be approved by the City Council and ArtCentre. Included as exhibits to the MOU are: 1) a project plans describing the physical improvements to the property, 2) a funding plan for the project, outlining dedicated revenue and required philanthropic support and contingencies for phasing based on available funding, 3) a lease for future execution upon completion of the project, 4) policies and procedures for the operation of the facility and grounds, and 5) a business plan for the ArtCentre's future operation and growth.

## Additional Background

In August 2014, the City of Plano purchased the Saigling House and the .95 acre grounds located at 902 East 16th Street, adjacent to Haggard Park. The 3,937 square foot house was built in 1906 by Charles Saigling, a leading citizen and businessman. The home is a handsome craftsman styled house of architectural significance. The City bought the property to complete the expansion of Haggard Park and to restore and adapt the house to a civic use.

After careful consideration of many alternative uses, the City concluded that an art and cultural center would ideally complement the park, enrich the community, and further the revitalization of downtown and the adjoining neighborhoods. Approximately ten years earlier, the City restored the adjacent Cox School and gymnasium (constructed in 1924 and 1938, respectively) as a theater and art center. Adding the Saigling House to these existing facilities will expand programming and educational opportunities and provide a much needed venue for community meetings and events.

The City asked the ArtCentre of Plano to become its partner in realizing this vision. The ArtCentre of Plano was established in 1981, then operating as the Cultural Arts of Plano, and has established its place as a premier visual arts destination. Located in or near historic downtown Plano since 1992, the ArtCentre has grown with the community and established itself among businesses and non-profits. The ArtCentre currently leases a historic home located at 901 18th Street. While beautiful, the building is less than ideal to serve the needs of the ArtCentre and its patrons and they desire to be in a location closer to the heart of downtown. The ArtCentre's mission is inspiring and promoting excellence, diversity, and vitality in the arts and arts education throughout Plano. Because of its experience and strong base of community support, it is the ideal occupant and manager of the Saigling House.

The City and the ArtCentre are completing plans for the restoration and adaptive use of the building and grounds. Approval of the project plans, lease, and business plan for the property are to be completed this fall. The City will take possession of the property in August 2015 and construction is expected to take 12 to 18 months. The restoration plans for the Saigling House will maintain the ceremonial formal entry at the front of the house and reconstruct the large covered front porch true to house's original appearance. The primary entrance to the house will move to the rear, adorned by a large deck, patio and sculpture garden. The interior of the house will be restored and reconfigured to provide gallery, classroom, event and administrative office space. Pedestrian paths will connect the house to the Courtyard Theater and Haggard Park. The interconnected, combined grounds and facilities offer tremendous opportunities for small and large community art and cultural events. The Saigling House is less than 1,000 feet from the core of downtown and the downtown DART rail station, making the facility highly convenient to local and regional visitors. Future improvements may include a small events building and expansion of the garden.

The new and renovated location will allow ArtCentre of Plano to continue and improve upon its arts and educational programming including an interesting and diverse exhibition schedule of high quality visual art. As well, classes will be offered to the community and educators that will expand the rich classroom experiences already offered within the Plano Independent School District. The ArtCentre also looks forward to collaborations with other community non-profits, bringing together a variety of arts to strengthen each of the individual groups.

#### Summary

Staff recommends approval of the proposed Memorandum of Understanding between the City of Plano and the ArtCentre which memorializes their commitment to this project and development of a successful partnership. The essential funding to undertake basic restoration of the house and grounds is available, but the plan for the property is much more ambitious and will require considerable philanthropic support. Financial support is also needed for the arts and educational programs to be conducted at the house and grounds. The Saigling House is already an important community landmark, but fulfilling the vision as the new home for the ArtCentre of Plano will culturally enrich the community and touch the lives of thousands annually.

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Memorandum of Understanding by and between the City of Plano and the ArtCentre of Plano, Inc. (ArtCentre) to memorialize their mutual understanding of the restoration, repurposing, and occupancy of the Saigling House and grounds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Memorandum of Understanding by and between the City of Plano and the ArtCentre, a copy of which is attached hereto as Exhibit "1" and incorporated herein; and

**WHEREAS**, upon full review and consideration of the Memorandum of Understanding, 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 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:**

**Section I.** The terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding 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 Memorandum of Understanding.

**Section III.** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED** this the 16<sup>th</sup> day of December, 2014.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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

## Exhibit 1

### MEMORANDUM OF UNDERSTANDING

#### CITY OF PLANO ARTCENTRE OF PLANO, INC.

The purpose of this Memorandum of Understanding between the City of Plano (the "City") and the ArtCentre of Plano, Inc. ("ArtCentre") is to memorialize their mutual understanding of the restoration, repurposing and occupancy of the Saigling House and grounds.

1. The City will restore and repurpose the Saigling House and grounds as an art, cultural, meeting and event center.
2. The scope of work is generally defined in Exhibit "A" which is attached hereto, however the City reserves the right to modify the project at its sole discretion as may be required by funding availability and unforeseen circumstances.
3. The project will commence in the fall of 2015 and be completed within eighteen (18) months.
4. The project will be financed in accordance with the funding plan, attached hereto as Exhibit "B". The City will provide \$2,150,000 from various sources and the ArtCentre will raise a minimum of \$300,000 to support the project. ArtCentre's contribution is targeted to be funded on or before the restoration of the Saigling House is complete. Additional philanthropic support is required as specified in the Exhibit "B".
5. Upon completion of the project, the City shall lease the property to the ArtCentre, a copy of said Lease Agreement ("Lease") is attached hereto as Exhibit "C".
6. The ArtCentre shall be responsible for the operation and maintenance of the property in accordance with the terms of the Lease and the approved policies and procedures outlined in the Policies and Procedures Manual, attached hereto as Exhibit "D".
7. During the period beginning June 15, 2015 and concluding with the completion of the project the City shall provide space in the Cox Building for use by the ArtCentre, said Occupancy Agreement is attached hereto as Exhibit "E".
8. The Art Centre will generally follow its business plan, attached hereto as Exhibit "F". It is anticipated City grant funding for general ArtCentre administration and operations will decrease proportional to reduced facility overhead costs.

This Memorandum of Understanding is entered into by the City Manager of the City of Plano and Michael Coleman, President of the ArtCentre. Each signatory to this Memorandum of Understanding represents that he is authorized to execute this document on behalf of the represented entity.

This Memorandum of Understanding represents the complete agreement between the parties regarding the restoration, repurposing and occupancy of the Saigling House and grounds and may only be amended in writing by agreement between the parties.

Signed this \_\_\_\_ day of December, 2014.

**CITY OF PLANO, TEXAS**

**ARTCENTRE OF PLANO, INC.**

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

By: \_\_\_\_\_  
Michael Coleman  
PRESIDENT

**ACKNOWLEDGMENTS**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF COLLIN       §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014 by Michael Coleman, President of the ArtCentre of Plano, Inc., a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF COLLIN       §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A**

**DESIGN SUMMARY**

**SAIGLING HOUSE  
RENOVATION & IMPROVEMENTS  
PLANO, TEXAS**



Quimby McCoy Preservation Architecture, LLP  
3200 Main Street #3.6  
Dallas, Texas 75226

Prepared for  
City of Plano

QMc Project Number 2014-15

August 12, 2014  
Edited November 17, 2014

## **Introduction**

In June 2014, the City of Plano Park and Recreation Department contracted with Quimby McCoy Preservation Architecture, LLP (QMCo) to provide professional services associated with renovations and improvements to the Saigling House to accommodate a future tenant - the Art Center of Plano. The ArtCentre will occupy the house and manage public and private rental events at the Saigling house, its site and Haggard Park. It is intended that once complete, the City will apply for state and federal historic designations for the House.

This Summary Design report and accompanying drawings document the results of the Schematic Design process and preferred design selected by the City of Plano and the ArtCentre. Assessments of the existing condition of the building's historic elements, the proposed improvements and renovation are addressed in the Assessment this report. A brief history of these buildings is also included.

## **Programmatic requirements and design of the Saigling House and Site**

The Arts Centre will utilize the house for their offices and use the first floor as a Gallery space to showcase local work. The second floor will accommodate staff spaces as well as a classroom for children and adult classes. As the second floor will be used by the public, a limited use limited access (LULA) elevator will be needed to accommodate those with disabilities with access to this upper floor. Anticipated activities at the house include art openings for the Arts Centre, rental for meetings, business and personal receptions, parties, wedding events (receptions) and similar events.

The Arts Centre will also utilize the yard and larger area around the house for events such as outdoor receptions, parties, seated dinners - all of which could be outdoors or as tented events. A dedicated outdoor sculpture garden for permanent and temporary installations is to be provided.

As these events will accommodate larger groups and activities that relate to Haggard Park and the Cox Theater to the west, the City requested the primary entrance to the house be located at the south (rear) facade. An outdoor deck at the south facade is planned with formal stair and ramp for access that will lead to new doors at this rear facade that will serve as a new, main entrance into the building. The existing front entry to the building will not be used for events. An outdoor patio will be provided in the back yard which can accommodate outdoor receptions and seated events for up to 50 people. Open space in the back yard provides space for large tents (30' x 40') to accommodate covered venues for parties and larger seated dinners.

While the Saigling house site was programmed and designed to support the events of the ArtCentre, another critical component of the site was that it become an integral part of Haggard Park, as well as orient to the Cox Theatre across H Street. The Conceptual Master Plan reflects these programmatic requirements in their design for this site.

On-street, head-in parking will be provided on H Avenue, with a restroom building and service entry and dumpster locations located near the street.

## Original porch at the Saigling House

A research effort was undertaken to attempt to find information about the original appearance of the Saigling house. Although additional historic information was found about other aspects of the house, this effort did not locate the desired photographic documentation that was desired. However, based on additional review of the early photograph of the Saigling house published in the Plano Star Courier in 1928, there is adequate information about the early appearance of this Craftsman style house to replicate that front porch at the house. The east side porch will also be opened up to become an open porch again.

## Saigling House History



*1928 photograph of the Saigling house. Plano Star Courier; courtesy of Plano Public Library.*

The Saigling house was built for Charles Frederick and Celestine Saigling near downtown Plano in the early years of the twentieth century. In 1935 the estate of Celestine Saigling sold the lot and house to Dr. Oliver T. Mitchell and his wife Annie; it is thought that the removal of the original front porch occurred during their ownership. The Mitchells sold the house in 1945 to Fred and Fannie Lee Miers. Fred Miers served as mayor of Plano from 1950 to 1952, and again from 1954 -1956. They lived in the house until 1971, when it was sold to Walden Preparatory School. The school sold the property the following year to Gary F. and Mae L. Williams. By the time the Williams purchased the property, the original exterior appearance of the house had been modified from its original craftsman style house to that of a period revival style. The exterior changes included the removal of the original porch that extended across the front façade of the house, and construction of the smaller porch that is almost square in plan that currently exists; the rear porch was enlarged and the east porch enclosed with glass.

In 1991 the Williams sold the property to Collin Intervention To Youth, Inc. (C.I.T.Y.), a non-profit organization that provides support and housing for children and teenagers in need of temporary housing in Collin County. CITY's administrative staff and housing for the youth were accommodated on the first and second floors, respectively. In 2012, the City of Plano purchased the house with agreement that CITY will remain in the house through July, 2015. As the owner of the property, the City of Plano has taken over the maintenance responsibility of the house and grounds.

## **Site Programming and Improvements**

Site improvements include the demolition of the existing (non-historic) garage and removal of the existing deck and ramp. The site will be re-graded. One of the storage buildings will be relocated. A new accessible rear deck and main entrance doors will be provided on the south side of the building. A patio will be constructed for hosting events. Sculpture pads will be installed as part of the garden on the east side of the site. The existing fence will be replaced on the west and north sides and extended around the property to the east and south, with a portion open to connect the house site to the Park. The public sidewalk will be extended from H Avenue to the DART station. TimeWarner overhead cables will be placed underground to allow for improved vertical clearance for trash pick-up and delivery vehicles. A trash enclosure and loading zone is proposed on the west side of the house.

## **Existing Structure Renovations**

The existing structure was constructed in approximately 1906 and was intended for residential use. The structure is currently being used as office and for small public gatherings. The south entry will be renovated to become the main building entrance.

A new LULA elevator will be added to the structure. The required pit is 14" deep and the overhead clearance will be contained within the attic space. New timber framing or LVL beams will be added to frame out the elevator. The elevator pit is assumed to be constructed by adding new timber framing below the existing ground floor structure or retrofitting the existing ground floor structure with LVL beams to accommodate the pit. The existing piers will be used to support the new elevator loads.

Existing beams will be required to be retrofit for public loading. Extent of retrofit cannot be determined at this time due to unknown location of interior load bearing walls. Pending field survey of existing structure to note exact layout and lengths during the construction document phase, additional or less timber framing may be required.

A portion of the attic is being designated as storage. Due to existing flooring within the attic JQ was not able to verify any interior load bearing walls. Pending further investigation, it can be assumed two new 2x6 timber beams are required to reinforce existing ceiling joists for attic loading.

The basement is being renovated for storage use. Spalls in the walls will need to be prepared and repairs. JQ observed two locations of spalls and cracks in the wall were also observed. Cracks will need to be epoxy injected. A topping slab may be considered for the basement to re-slope to the sump and

to allow for the installation of a new trench drain. The basement walls are planned to be extended to underside of floor structure with 8” reinforced concrete masonry. Reinforcing is assumed to be #4 epoxy dowels at 16” on center in fully grouted cells.

### **Restroom Building Bid Alternate**

A restroom building is proposed to provide for outdoor events in the backyard. The foundation for the restroom building will be designed in accordance with the final Geotechnical Engineering Report prepared specifically for this site. Based upon our previous experience, it is anticipated that the foundation system will consist of drilled, straight shaft bearing at a depth of approximately 30 feet below grade in unweathered limestone or shale. Typical piers will have 10 feet of penetration into the bearing strata. Temporary steel casing for pier installation is anticipated.

### **Architectural Assessment Summary**



*View from the north, Front Elevation, June 2013*

The following is a brief summary of Quimby McCoy Preservation Architecture's assessment completed in June 2014, and also addresses work at existing materials and features as well as new work at the building interior.

## **Masonry**

### *Description*

Tan brick is the predominant building material on the exterior of the building. It is standard sized brick in a running bond with a light mortar. The mortar joint is 3/8 inch wide with a tooled joint profile.

### *Condition*

Good. The brick is generally in very good condition, with very limited cracking noted in a few locations.

### *Recommendation*

Limited repointing to match existing mortar. Continue observation of existing cracks to ensure that ongoing movement is not present.

## **Windows**

The windows were surveyed from the ground and from the interior. There are two primary types of windows on the house: First and Second floor historic wood windows and first floor replacement aluminum windows.

### **First Floor Windows**

*Priority Level 2*

#### *Description*

Some of the original first floor wood windows were replaced in a previous renovation (eight windows on the west elevation were replaced with aluminum windows and two windows on the east elevation were replaced with doors).

#### *Condition*

Good. The replacement windows are in good condition and no visible leaks were detected.

#### *Recommendation*

Replace one non-historic picture window on the west façade with two single hung 6 over 1 wood windows to match the historic configuration. Replace two doors on the east façade with two single hung 9 over 1 wood windows to match the historic configuration. As an alternate, the Owner may elect to replace the remainder of the non-historic first floor windows.

### **First Floor Wood Windows**

*Priority Level 2*

#### *Description*

Some of the first floor windows are the original wood windows (two windows on east elevation, three windows on the south elevation, and six windows on the north elevation).

*Condition*

Windows are in good condition with some peeling. The historic photos of the exterior indicate the windows were originally a lighter color.

*Recommendation*

One historic window on the south elevation will be removed to create the new entry from the south. Repaint and recaulk remaining windows. As an alternate, the Owner may elect to fully restore the historic first floor windows to remain.

**Second Floor Wood Windows**

*Priority Level 2*

*Description*

The second floor windows are the original wood windows.

*Condition*

Windows on the east façade have heavy peeling on sill and window. The historic photos of the exterior indicate the windows were originally a lighter color.

*Recommendation*

Repaint and recaulk windows. As an alternate, the Owner may elect to fully restore the second floor windows.

**Interior Floor Finishes**

*Description*

The original long leaf wood floors at the first floors have been covered with ceramic tile flooring.

The original long leaf wood floors at the second floor and the stairs have been covered with oak flooring.

*Condition*

Ceramic tile flooring at the first floor is in good condition. The condition of the wood flooring below is unknown.

At the second floor and stairs, the existing (non-historic) wood flooring is in good condition where visible.

*Recommendation*

At the first floor, remove the ceramic tile flooring and refinish the wood flooring below to match its historic appearance.

At the second floor and stairs, replace the existing (non-historic) wood flooring, retaining the historic flooring as a subfloor, due to the extent of renovations on this level.

## **Interior Wall and Ceiling Finishes**

### *Description*

Gypsum board has been installed over the original horizontal boards (commonly referred to as 'shiplap') that existed in most rooms; these boards were finished with muslin and wallpaper finishes. It is thought the shiplap boards remain at the interior and exterior walls below the newer gypsum boards. The gypsum board has a medium texture on the walls.

Depending on the condition and texture of the ceiling gypboard and the amount of new construction in each room, the existing gypsum board ceilings may be retained.

### *Condition*

The gypsum board finishes are in fair condition.

### *Recommendation*

Remove the gypsum board at all walls which will provide access into the stud cavity to remove existing electrical, plumbing and mechanical work. Following the re-installation of these trades at the interior walls, the gypsum board can be reinstalled. Following the re-installation of these trades at the exterior walls and the installation of insulation from the interior side of the exterior walls, these exterior walls can be insulated from the interior of the house, and new gypsum board installed.

## **Interior New Construction at First and Second floors**

### *Description*

Several new rooms including a new entrance, elevator and catering Kitchen at the first floor and elevator and lobby, new classroom, and office at the second floor are required to support the new use of the building. Wood frame partitions with painted gypsum board finishes and wood baseboards and casings at doors and windows, wood or ceramic tile flooring, and gypsum board ceilings will be used.

### *Condition - NA*

### *Recommendation*

New construction at the first and second floors will include demolition of existing finishes and partitions and the construction of new.

## Roof

Priority Level I

### Description

The existing roof is a metal tile roof. The original roof was thought to be a wood shingle roof.

### Condition

Owner stated that leaks have been a problem and repairs have been made within the last year.

### Recommendation

Owner requested that the roof be replaced. Roof may be to replace the existing roof with a 40 year composition shingle. An alternate would be to replace with a Class 4, synthetic (polymer-composite) shake roof that resembles wood shingles.

## Project Funding and Costs

<b>Funding</b>	<b>\$ 2,950,000</b>
<i>Parks Bond Funds</i>	500,000
<i>Tax Increment Funding</i>	500,000
<i>Capital Reserve</i>	1,150,000
<i>ArtCentre Capital Contribution</i>	300,000
<i>Capital Gift (To Be Advised)</i>	500,000
<b>Base Bid</b>	
<b>Base House Restoration</b>	1,211,650
Restore Front Porch and Entry	
Interior Renovation for Gallery, Classrooms, Offices, and Catering Kitchen	
LULA Elevator, MEP, Fire Sprinklers,	
Covered Rear Entrance	
<b>Base Grounds</b>	593,123
Rear Deck, Patio, Pedestrian Walks to Haggard Park	
17 Parking Stalls and Trash Enclosure	
Fence Restoration and Extension	
Exterior Lighting	
<b>Base Utilities</b>	
Time Warner Cable Relocation	33,284
<b>Contingency</b>	250,000
<b>Design Fees, Phase II</b>	472,733
<b>Total Base Bid</b>	<b>\$ 2,560,790</b>

## **Complete Project**

**Alternate No. 1 – Restroom Building** (Add alternate) 111,907

**Alternate No. 2 – Expanded Parking Stalls** (Add alternate) 43,308

**Alternate No. 3 through 7 House Restoration** (Add alternate) 111,100

*Replace all windows with new wood windows,  
Replace Roof with Polymer-Composite Synthetic  
Shake Shingles, Replace damaged wood flooring  
with salvaged wood flooring, Window treatment allowance*

**Total Complete Project \$ 2,827,105**

## **Enhanced Project Allowance**

**Furniture, Fixtures, and Equipment** (To Be Determined)

**House Historic designation, State and Federal** 20,000

**Total Enhanced Project \$ 3,250,000**

## Exhibit B

### Saigling House Project Funding Plan

The total project cost for restoration and repurposing the Saigling house and grounds is estimated to be \$2,827,105. This estimate does not include approximately \$100,000 for furniture, detachable fixtures, and equipment. Project cost can be reduced to \$2,560,790 by deferring the construction of the exterior restroom building, parking, and eliminating selected improvements to the building.

There is \$2,650,000 committed to the project from various city funds and gifts. The Art Centre of Plano has set a goal of raising \$300,000 as a capital contribution to the project. Assuming a successful fund raising campaign, there should be sufficient funds to complete the base project. Securing an additional \$300,000 would complete the project to the desired level and cover the cost of additional furniture, fixtures, and equipment. It is recommended that project planning continue to complete the desired plan. Additional philanthropic support should be sought to fill the funding gap.

Project plans will be complete by mid-summer 2015 and project bid documents will prepared with alternates, all tailoring the project contract to the funding available. Should the council direct, additional capital reserve and tax increment funds can be allocated to the project.

<b>Funding Source</b>	<b>Amount</b>
Parks Bond Funds	\$500,000
Tax Increment Financing	500,000
Capital Reserve	1,150,000
Capital Gift (To be announced)	500,000
<b>Total Committed Funding</b>	<b>\$2,650,000.00</b>
ArtCentre Capital Contribution	300,000
<b>Total Committed and Pledged Funding</b>	<b>\$2,950,000.00</b>
Additional desired funding	\$300,000
<b>Total Desired Funding</b>	<b>\$3,250,000.00</b>

## Exhibit C

### DRAFT LEASE AGREEMENT BETWEEN ARTCENTRE OF PLANO, INC. AND CITY OF PLANO, TEXAS

1. **PARTIES:** The parties to this Lease are **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as (“City”) the Landlord, and **ARTCENTRE OF PLANO, INC.** a Texas non-profit corporation, hereinafter referred to as (“Tenant”).
2. **LEASE:** City leases to Tenant the Saigling House and grounds (the “Property”) as more fully described in Exhibit “C-1” attached hereto, known as 902 East 16th Street, Plano.
3. **TERM:** The initial term of this Lease is for five (5) years. This Lease shall automatically renew from year to year upon the agreement of Tenant and City’s failure to terminate in writing within sixty (60) days prior to end of the initial term or any term thereafter.
4. **RENTAL:** Tenant shall pay to City as rent One Dollar (\$1.00) per year with the full amount of rent for the term of the Lease to be paid upon the first date of occupancy.
5. **POLICIES AND PROCEDURES:** A Policies and Procedures Manual (“Manual”) for the operation and maintenance of the Property is attached hereto as Exhibit “D”.
6. **UTILITIES:** Tenant shall pay all utility charges during the term of the Lease in accordance with the Manual attached hereto as Exhibit “D”.
7. **USE OF PROPERTY:** Tenant may operate the Property only for the benefit of the public including, but not limited to administrative offices, art education, and hosted events as permitted by the City of Plano Zoning Ordinance. Use of the Property is more fully described in the Manual attached as Exhibit “D”. Tenant may not assign this Lease or sublet any part of the Property.
8. **SIGNS:** Tenant shall not place, or allow to be placed, any signs on or at the Property with the exception of signs containing the name, logo, or other identifying information directly related to ArtCentre of Plano, Inc. and/or their business operations and in conformance with the City Code of Ordinances and the City Zoning Code. Signs containing commercial advertising and marketing, political and/or religious messages are prohibited without the express written consent of the City Manager or his designee.
9. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to City in the same condition, except normal wear and tear.

- 10. ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the City. Any improvements or fixtures placed on the Property during the Lease become the Property of City.
- 11. RIGHT OF ENTRY:** City and its agents shall have a right of entry to access the Property at reasonable times, as determined in the City's sole discretion, and after giving notice to do the following:
- (a) Inspect the Property. Tenant shall provide City door keys and access codes to allow access to the Property during the term of Lease.
  - (b) Perform repair and maintenance as required by Section 12 herein.
- 12. LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
- 13. REPAIRS AND MAINTENANCE:**

**Tenant's Responsibility:** Tenant shall be responsible for the following repairs and maintenance of the Property:

- (a) All routine maintenance necessary to maintain the interior, non-structural components of the Property;
- (b) Any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the City, City's agents or invitees;
- (c) All post-event clean-up, inside and outside the Property; and
- (d) All waste disposal.

**City's Responsibility:** City shall be responsible for the following repairs and maintenance of the Property:

- (a) All exterior grounds landscape maintenance, including, the pavement, yard, trees, shrubs, and irrigation;
- (b) All park lighting;
- (c) All mechanical, electrical and plumbing on the Property;
- (d) All interior MEP routine maintenance and replacement for items such as HVAC maintenance and filters, water heater service and replacement;
- (e) All maintenance for fire sprinkler, alarm system, irrigation water meter, and backflow device; and
- (f) Any damage to the Property caused directly or indirectly by any act or omission of the City and its agents performing work at the Property.

Tenant and City's responsibilities are more fully described in the Manual attached as Exhibit "D".

- 14. CASUALTY LOSS/LOSS OF USE:** If any part of the Property is damaged or destroyed by fire or other casualty during the effective date of this Lease, City shall have the option, in its sole discretion, to restore or repair any structures on the Property to their previous condition or to decline to rebuild or repair any

damaged or destroyed structures. In the event of casualty, loss, or other event of force majeure rendering the property unusable, even temporarily, the lease shall be subject to termination upon thirty (30) days written notice at no liability or further obligation to or by either party to this Lease. An event of force majeure shall include conditions beyond a parties control such as, but not limited to, war, fires, floods, acts of God, governmental restrictions, or power failures.

- 15. INDEMNIFICATION: THE TENANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY 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 TENANT'S OCCUPANCY AND LEASE OF THE PROPERTY OR ARISING OUT OF TENANTS RIGHTS AND RESPONSIBILITES UNDER THIS LEASE, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE TENANT, 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 TENANT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY 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.**

**TENANT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF TENANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF TENANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. TENANT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF TENANT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND TENANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

- 16. INSURANCE:** Tenant, at its own expense, shall acquire and maintain for the duration of the lease insurance coverages as described more fully in the Manual attached as Exhibit "D".

17. **DEFAULT:** If either party fails to perform or observe any provision of this Lease, the non-defaulting party shall immediately notify the defaulting party in writing of the event or existence of any condition which would constitute a default. Such notice shall specify the nature and period of existence thereof and what action, if any, the notifying party proposes to require with respect to curing the default.
18. **REMEDIES TO DEFAULT:** Tenant shall have thirty (30) days to cure after receiving written notice of default from the City. If a default shall continue after thirty (30) days, the City may terminate the Lease and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice or demand. However, the City may, at its option, provide a written extension for additional time to cure if Tenant proceeds in good faith and with due diligence to remedy and correct the default, provided that the Tenant has commenced to cure such default within thirty (30) days following notice.
19. **TERMINATION:** This Lease shall terminate upon any of the following:
- (a) Tenant becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;
  - (b) Tenant files a petition under any law relating to bankruptcy or a Petition is filed against Tenant relating to bankruptcy;
  - (c) Tenant fails to comply with a term, provision, or covenant of this Lease and does not cure such failure within thirty (30) days after City gives written notice;
  - (d) Tenant fails to comply with any provision of the Manual attached hereto as Exhibit "D" and does not cure such failure within thirty (30) days after City gives written notice;
  - (e) Tenant neglects or abuses the Property;
  - (f) Tenant fails to use the Property for the benefit of the public including arts programming and education; or
  - (g) Upon termination for casualty or loss of use as specified in Section 13 herein.
20. **HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$100 per day during the period of any possession after termination as damages, in addition to any other remedies to which City is entitled.
21. **ALARMS:** City shall be responsible for security and fire alarms as more fully described in the Manual attached as Exhibit "D". The Texas Property Code requires smoke alarms in certain locations within the Property at City's expense. Tenant expressly waives City's duty to inspect and repair smoke alarms.
22. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand delivered at, or transmitted by facsimile or electronic transmission as follows:

City of Plano  
Attn: Amy Fortenberry  
P. O. Box 860358  
Plano, Texas 75086-0358

ArtCentre of Plano, Inc.  
Attn: Michael Coleman  
P.O. Box \_\_\_\_\_  
Plano, Texas \_\_\_\_\_

w/copy to City Attorney's Office  
Attn: Paige Mims  
P. O. Box 860358  
Plano, Texas 75086-0358

**23. MISCELLANEOUS PROVISIONS:**

(a) This Lease embodies the complete and entire agreement between the parties hereto and may not be varied except by written agreement of such parties.

(b) This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, and administrators.

(c) This Lease shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Venue for any dispute arising out of this agreement shall be Collin County, Texas.

(d) In case any one or more of the provisions contained in this Lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) This Lease may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(f) The headings used throughout this Lease have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Lease.

(g) Each party to this Lease represents and warrants that it has full power and authority to enter into and consummate this Contract.

**ARTCENTRE OF PLANO, INC.**

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

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

Michael Coleman  
PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM

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

DRAFT

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF \_\_\_\_\_**   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015 by Michael Coleman, President of **ARTCENTRE OF PLANO, INC.** a Texas non-profit corporation, on behalf of said corporation.

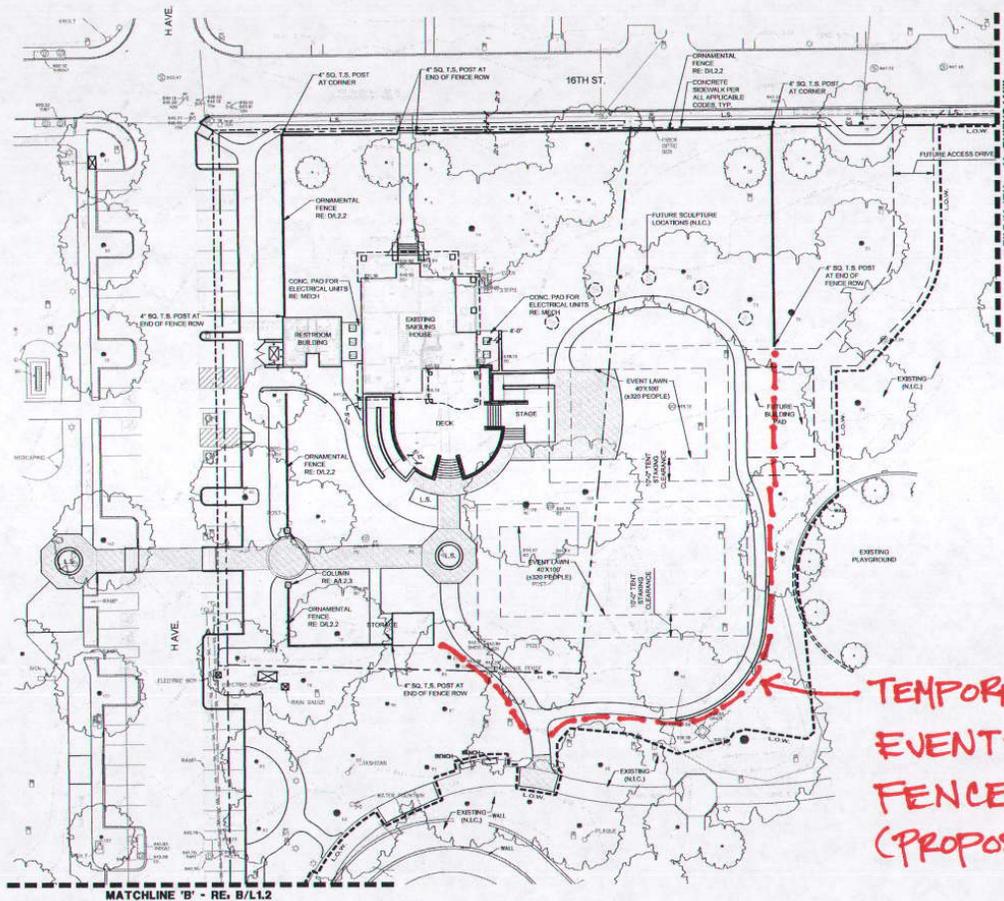
\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS**           §  
  §  
**COUNTY OF COLLIN**       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT "C-1"



**A HARDSCAPE PLAN**  
SCALE: 1" = 20'-0"

0 10 20 40  
(FEET)  
1 inch = 20 ft.

NOTE: CALL 1-800-DIG-TESS PRIOR TO CONDUCTING ANY GRADING OR UNDERGROUND DEMOLITION WORK. CALL BEFORE YOU DIG!!!

**q:m**  
Quimby McCoy Preservation  
Architecture, LLP  
3000 Main Street #3.6  
Dallas, Texas 75228  
PH: 214.677.8114

**DAVID C. BALDWIN**  
ARCHITECT  
LANDSCAPE ARCHITECTURE  
P.A. A.S.P.A. A.L.P. A.C.  
270 EAST PARK BUILDING SUITE 100  
PLANO, TX 75074  
PHONE: 972.596.0870 FAX: 972.596.4388

**SAIGLING HOUSE**  
RENOVATION & IMPROVEMENTS  
902 16TH STREET  
PLANO, TEXAS

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

HARDSCAPE PLANS

L1.1

DESIGN DEVELOPMENT - NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

**EXHIBIT “D”**

See Policies and Procedures Manual

DRAFT

## Exhibit D

### HISTORIC SAIGLING HOUSE Cultural Arts and Event Center POLICIES and PROCEDURES Manual

**Effective Date:**

**Authorization:** *City of Plano Resolution*

**I. Purpose:**

This document is to provide a system of policies and procedures for the management, operations, maintenance, and use of the Historic Saigling House.

**II. Definitions:**

- A. *ArtCentre of Plano, Inc.* (the “ArtCentre”) is a 501(c)(3) non-profit organization in the City of Plano
- B. *Saigling House* is located at 902 16th St. Plano, Texas 75074
- C. *Haggard Park* is the public park at 901 E 15th St, Plano, TX and for purposes of this policy will be the remainder of the park not included in the grounds as defined in Section II.D.
- D. *Grounds* are part of Haggard Park immediately surrounding the Saigling House.
- E. *Gazebo* is the Gazebo in Haggard Park.
- F. *The City of Plano* (the “City”) is a local government corporation and owner of the Saigling House
- G. *Texas Alcohol and Beverage Commission* (“TABC”) is the state agency that regulates all phases of the alcoholic beverage industry in Texas.
- H. *Plano Stages* is a division of the City of Plano Parks and Recreation Department
- I. *City of Plano Facilities Maintenance* (972-941-5513 day & 972-727-1623 after hours)

**III. Facility Management and Hours:**

- A. The ArtCentre will manage and operate the Saigling House.
- B. Minimum Saigling House hours are Tuesday-Saturday, 10am to 5pm, and will be closed Sunday & Monday.
- C. The ArtCentre personnel will manage the Saigling House during operating hours, extended hours, and private events.
- D. The ArtCentre shall make the Saigling House available for rent to community organizations for a rental fee as described in Section IV.
- E. The ArtCentre will manage rental of the Haggard Park Gazebo.
- F. Extended hours will be allowed for private events, special events, programs, and classes, but all public events must close at 11:00pm.
- G. All extended hour events must comply with the park sound ordinance.

**IV. Facility Rental:**

- A. Saigling House, Grounds, and Gazebo will be available for rent based on availability.
- B. Rental of the Gazebo or Saigling House may not interfere with the normal public use of Haggard Park without permission of the City.
- C. Rates must be consistent with the market and provide reasonable access for the community.
- D. Rates must be approved by the City of Plano Parks and Recreation Director or his/her designee.
- E. Rental revenue is income of the ArtCentre and shall be used for the operation and maintenance of the facility, programs, and administration.
- F. Rental agreement may include:
  - 1. Certificate of Insurance, if applicable.
  - 2. A parking plan that complies with the City's special events policies and procedures, if applicable.
  - 3. A catering plan, if applicable.
  - 4. A security plan, if alcohol is served.

**V. Facility Exceptions:**

- A. Annually, on five unspecified weekday nights and three unspecified weekends the House, Grounds and Gazebo will be provided to the City for no rental fee.
  - 1. All costs associated with events will be the responsibility of the City.
  - 2. The unspecified week nights and weekends will be subject to availability.
  - 3. Facilities will be released for rent for time not utilized by the City.
  - 4. Four annual City events which will take place at the Gazebo will be provided to the City for no rental fee:
    - a. National Police Memorial Day (May)
    - b. City of Plano Employee picnic (May)
    - c. Interurban and the Plano Conservancy celebrate Preservation Month (May)
    - d. Dickens Christmas (Friday prior to the first Saturday in December)
  - 5. Community Band which will take place at the Gazebo every other Monday night during the months of June and July and July 3<sup>rd</sup>, will be charged the nonprofit rate.
- B. The following grant recipients will be given their historic use of Haggard Park (on Saturdays only) and prohibit the rental of the Gazebo during the event; however, use of the Saigling House during these events may be subject to negotiations between the ArtCentre and the event organizers:
  - 1. FEASTival (October)
  - 2. International Fest (October)
  - 3. Asia Fest (May)

**VI. Non-Discrimination:**

- A. The ArtCentre employees, agents and subcontractors shall not discriminate against any individual on the basis of race, creed, color, sex, national origin, or disability in the performance of any services called for under this document.

**VII. Parking:**

- A. The ArtCentre and the City will work to ensure that adequate parking needs are met.
- B. A community calendar will be established by the ArtCentre and Plano Stages for events requiring parking.
- C. Designated parking spaces can be used for valet operations but cannot be enforced without City approval.
- D. Reserved spaces can be designated but cannot be enforced without City approval.

**VIII. Alcoholic Beverages and Licensure:**

- A. All alcohol stored, sold, and consumed in the Saigling House or on the grounds must be in compliance with City's ordinances and TABC rules and regulations.

**IX. Catering:**

- A. The ArtCentre shall develop a list of preferred caterers.
- B. Other caterers must be approved by the ArtCentre.
- C. All caterers must comply with all City of Plano Health Department rules, regulations and permits.
- D. Caterers who sell alcohol are required to have a TABC license and meet all TABC licensure requirements.

**X. Facility and grounds maintenance City of Plano:**

- A. The City's responsibilities include:
  - 1. All major and routine maintenance for mechanical, electric, plumbing systems.
  - 2. Smoke and fire alarms monitoring and associated cost.
  - 3. Outside security cameras including purchase, installation, and maintenance.
  - 4. Preventive maintenance and HVAC filter changes will be performed by the City of Plano Facilities Management Division.
  - 5. Major maintenance (leaking roof, HVAC) will be the responsibility of the City of Plano Facilities Management Division.
  - 6. Maintenance of park lighting.
  - 7. City of Plano Parks and Recreation Department will maintain the grounds and the irrigation.
  - 8. Notice will be given to the ArtCentre for all scheduled maintenance, alterations and modifications.

**XI. Facility and grounds maintenance ArtCentre:**

- A. The ArtCentre's responsibilities include:
  - 1. Normal daily maintenance and custodial including minor plumbing and electrical.
  - 2. All utilities and trash service.
  - 3. Saigling House, Grounds, and Gazebo are to be left in the same condition as before the rental began.
  - 4. Ground litter must be picked up before scheduled maintenance.

5. No building alterations, modifications, or painting will be allowed without prior written consent from the City.
6. Painting is acceptable with prior color selection approval from the City of Plano Facilities Management Division.
7. Temporary items set up for outside events shall not damage City property and shall be removed in a timely manner so that grounds maintenance and irrigation operations are not impacted.

**XII. Signage and Naming Rights:**

- A. The ArtCentre shall comply with the City's signage ordinances for permanent and temporary signs.
- B. Naming rights for the Saigling House, including all aspects of the facility and grounds cannot be given without prior City Council consent.
- C. Exhibits or sponsored events can be named.
- D. Signs are allowed only on the site of the event and must be removed following the event

**XIII. Insurance Requirements:**

- A. Vendors/Contractors performing work on City property for the City shall provide the City a certificate of insurance as evidence of the coverages and coverage provisions identified herein.
- B. 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.
- C. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.
- D. 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 and be placed with an insurer possessing an *A-VII A. M. Best rating or better* rating.
- E. 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. The insurance requirements, coverages and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance. 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.
  1. Commercial General Liability Insurance—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)
    - a. 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).
- b. 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.
  - c. \$1,000,000.00 Limit per Occurrence/Aggregate
  - d. \$1,000,000.00 Limit for Personal/Advertising Injury and Products/Completed Operations
2. Pollution Legal Liability Insurance
    - a. If the contract requires hazardous waste removal, clean up or remediation, Pollution Legal Liability Coverage will be required with limits not less than \$3,000,000.00 per accident and \$5,000,000.00 per occurrence.
  3. Commercial Automobile Liability—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)
    - a. Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.
    - b. Such automobile liability insurance shall cover liability arising out of any auto accident (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.
  4. Workers' Compensation & Employer Liability—(Required for all vendors/contractors with employees who perform work or contract services on City property)
    - a. 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 \$500,000.00.
    - b. 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.
    - c. Sole Proprietors and companies with no employees may be exempt from this requirement.
  5. 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.)
    - a. 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.
    - b. 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.

c. Minimum Limit of \$1,000,000.00 Each Claim and \$1,000,000.00 Aggregate

F. 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 thirty (30) days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within ten (10) days of any notice of termination no matter the cause.

G. Evidence of Insurance

1. 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.
2. The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.

**XIV. Financial Records:**

- A. The ArtCentre shall record all revenues and expenditures related to the operations, maintenance, and rent of the Saigling House, Grounds and Gazebo.
- B. All records should be maintained according to Generally Accepted Accounting Principles (GAAP) for non-profits, as promulgated by the Financial Accounting Standards Board (FASB).
- C. The ArtCentre shall submit quarterly financial statements to the City.
- D. The ArtCentre shall complete an annual review of the financial statements. The City may request an audit if deemed necessary based on the results of the review.
- E. The City will have the right to periodically review or audit the finances of the ArtCentre.

**XV. Customer and Neighborhood Relations**

- A. The ArtCentre will solicit and respond to comments and suggestions concerning the operation and programming of the Saigling House and such information will be retained as public records.

**XVI. Amendments:**

- A. The policies listed above will be reviewed annually and may be amended as needed through mutual agreement of the ArtCentre and the City Manager or his designee.

## Exhibit E

MEMORANDUM OF UNDERSTANDING  
CITY OF PLANO  
PLANO INDEPENDENT SCHOOL DISTRICT

The purpose of this Memorandum of Understanding (MOU) between the City of Plano and the Plano Independent School District is to memorialize their mutual understanding that the occupancy of the ArtCentre of Plano in a portion of the space in the Cox Building (the "Space") which is presently leased by the City of Plano pursuant to the Master Lease Agreement for the Gymnasium, executed on or about December 1, 1999, is allowable, subject to the following limitations:

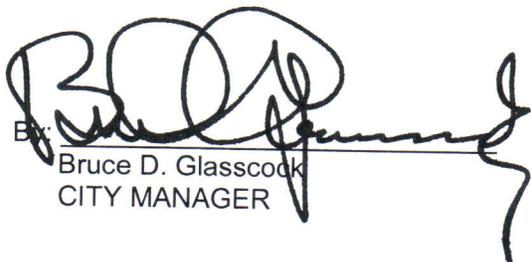
1. The occupancy shall not begin earlier than July 15, 2015 and shall terminate no later than January 1, 2017;
2. No rent shall be charged by the City of Plano for use of the Space by the ArtCentre of Plano;
3. The use of the Space by the ArtCentre of Plano shall be secondary and subordinate to the primary use of said Space by the City of Plano; and
4. The use of the Space by the ArtCentre of Plano shall be within the scope and restrictions of the lease of the Space to the City of Plano.

This Agreement is entered into by the City Manager of the City of Plano and the Superintendent of the Plano Independent School District. Each signatory to this MOU represents that he is authorized to execute this document on behalf of the represented entity.

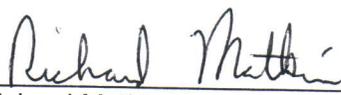
This MOU represents the complete agreement between the parties regarding the use of the Space in the Cox Building by the ArtCentre of Plano and may only be amended in writing by agreement between the parties.

Signed this 20 day of November, 2014.

**CITY OF PLANO, TEXAS**

By:   
Bruce D. Glasscock  
CITY MANAGER

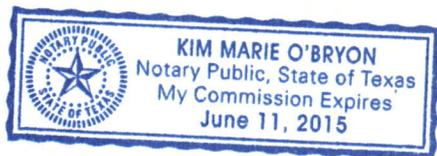
**PLANO INDEPENDENT SCHOOL DISTRICT**

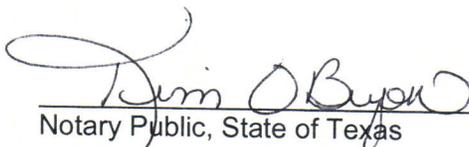
By:   
Richard Matkin  
SUPERINTENDENT OF SCHOOLS

**ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

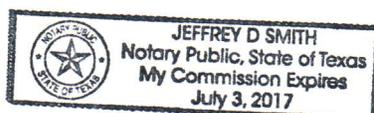
This instrument was acknowledged before me on the 20 day of NOVEMBER, 2014 by **RICHARD MATKIN**, Superintendent of Schools of the Plano Independent School District, an independent school district, on behalf of said district.

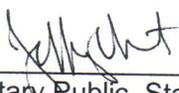


  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the 13 day of NOVEMBER, 2014 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT F**



**Saigling House Business Plan**

**Submitted for Approval by the Plano City Council**

**In response to Resolution #2014-3-8(R)**

**Respectfully Submitted**

**August, 2014\***

**As approved by the ArtCentre of Plano Board of Directors**

**\*Revised November, 2014 to reflect actual construction period and updated financial projections.**

### **Confidentiality Agreement**

The undersigned City of Plano designee hereby acknowledges receipt of this business plan and further acknowledges that the information contained herein is confidential; therefore, the undersigned City of Plano designee agrees that this business plan and the information contained herein is for the sole use and purpose of meeting the conditions set forth in City of Plano Resolution #2014-3-8(R) and that this business plan and the information contained herein will not be disclosed or used for any other purpose.

In compliance with the above, the undersigned City of Plano designee acknowledges and agrees that this business plan and pending Lease Agreement are not for public disclosure until such time as these and any other supporting documents are brought before the Plano City Council for consideration as set forth in City of Plano Resolution #2014-3-8(R).

Accepted on behalf of the City of Plano this \_\_\_\_ day of \_\_\_\_\_, 2014

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

Title: \_\_\_\_\_

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## Executive Summary

In the event that the Plano City Council approves and provides a mutually satisfactory lease agreement (and accompanying policies and procedures) for the ArtCentre of Plano to occupy and operate a newly restored and renovated Saigling House (902 E. 16<sup>th</sup> Street, Plano, TX), the ArtCentre of Plano offers the following 3-tiered business plan to enhance community visibility and use of the Saigling House and continue to maintain its own viability as a thriving resource for the arts in the region.

The following business plan effectively identifies three main business related activities that the ArtCentre of Plano will provide as an occupant of the Saigling House to include:

- Art Education
- Shows/Exhibits
- Hosted/Catered Events

Within this plan, each of the above activities will be represented by its own approach to the following business elements:

- Target Constituencies
- Recognized Competition and Perceived Competitive Edge
- SWOT Analysis
- Strategic Plan
- Marketing Plan
- Measureable Objectives
- Budget

While the nature of these elements may overlap across business activities, the sum and substance of each individual activity speaks to the potential success of the ArtCentre of Plano as a responsible steward of the Saigling House.

## Historical Perspective

The ArtCentre of Plano, Inc., formerly known as the Cultural Arts Council of Plano, Inc. (CACOP) was founded in 1981 as a private non-profit organization to promote the growth and development of emerging community arts groups. In 1982, JMB Management Company agreed to donate 1,400 square feet of space in Collin Creek Mall to house CACOP's Plano Cultural Arts Center. For the next ten years, CACOP provided quality arts programming for the community in this location. The Center was used primarily for general offices, visual arts exhibits, performing arts rehearsals, classes, lectures, local arts organizations' meetings, and other special cultural events. Due to expansion plans for Collin Creek Mall, it became necessary for CACOP to relocate.

To satisfy the needs of the arts community, on July 12, 1991, the CACOP purchased the old Harrington Furniture Store, a 100-year-old landmark at 1039 E. 15<sup>th</sup> Street in historic downtown Plano. This two-building property was renovated into a much-needed community arts center for Plano. The project received additional affirmation when the City of Plano announced its comprehensive long-term plan to revitalize the historic downtown area. The plan echoed the need "to establish the downtown area as a center for local arts and cultural activities."

In 1992, renovation of the warehouse annexed to the furniture store was completed as the ArtCentre Theatre, a 160-seat proscenium auditorium. The theatre was used by local arts organizations as a low-cost intimate performance venue and was the home of The ArtCentre Theater Company. Construction continued on the main building, and the ArtCentre opened for arts programming in the spring of 1994. Shortly thereafter, a structural fault developed on the building's east exterior, making the facility unsafe. It was determined that, in the interest of public safety, the east side of the building had to be demolished. Consequently, the CACOP had to move to temporary offices as well as to cancel or postpone all previously planned programs that were to use the building. In addition, new funding had to be raised to completely rebuild the east side of the building. Through the continuous and generous support of corporate and individual donors, the ArtCentre of Plano was completed and was re-opened to the public on September 30, 1995.

In 2010, the ArtCentre moved to 901 18<sup>th</sup> Street after selling its building on 15<sup>th</sup> Street to Tom Kartsotis, the co-founder of Fossil Watch, and Bedrock Building, LLP. That location is currently under lease until July, 2015. The ArtCentre continues to be an outstanding resource in the greater Plano area as demonstrated by over 150,000 people who have experienced high-quality, diverse programming in its Plano facilities.

## **Mission Statement**

*The ArtCentre of Plano, in collaboration with the City of Plano, a city of excellence; will occupy and use the Saigling House as a community event and art center as it inspires, supports, and promotes excellence, diversity and vitality in the arts and arts education in the community.*

## **Vision Statement**

*The ArtCentre of Plano will continue to be a center of activity and a catalyst for art and culture.*

## **Compelling Reasons for Existence**

- Offer artists a place to exhibit
- Provide inspiration
- Offer students a place to learn
- Offer visitors a place to experience culture
- Offer the community a space to gather

## **Why the ArtCentre of Plano should occupy and operate the Saigling House**

The ArtCentre of Plano began operations in 1981. Since then, it has been a stable non-profit in the community with artistic offerings that are diverse and interesting. In the past 33 years, the ArtCentre of Plano has earned the respect of the community, as well as other arts groups in the area.

Suzy Jones, Executive Director since 2004, has many of years of experience working in museums, galleries and with artists. Suzy is also extremely involved in the community; she is a graduate of Leadership Plano Class 23, a past board member of Leadership Plano, a sustaining member of the Junior League of Collin County and a board member of Plano Youth Leadership. She also works closely with other Arts Leaders in the community on collaborations that strengthen the arts in Plano.

Working side by side with Suzy, Sue Oldham, Business Manager since 2002, works tirelessly to keep the ArtCentre books in order, maintains communications, the website and fundraising efforts. She also administers the payroll, event bookings, leases with tenants and manages grants.

The ArtCentre is passionate about education. Whether it is a student studying an exhibition for a class, or a lecture on a particular art method or medium, the ArtCentre takes educating the

community about art extremely seriously. With classes, lectures, outings, demonstrations and exhibitions, education is always at the forefront of planning programming for the ArtCentre.

**Present Situation & Current Management**

The current physical space has no handicap access and is further limited by the classroom and exhibit space available and the location is not conducive for attracting downtown Plano visitors. Additionally, larger scale outdoor type events are not feasible at this current location.

From an economic viewpoint, current expenses for rent and utilities present a further burden on the already limited resources that the space offers.

**2014 Board of Directors**

<p>Michael Coleman President</p>	<p>For over ten years, Michael has served on three boards and commissions for the City of Plano. As Chair of the Public Art Committee, he was involved in the passage of the program's funding ordinance and the creation of the Public Art Master Plan. He has also served as Second Vice Chair of the Planning and Zoning Commission and Vice Chair of the Heritage Commission. A graduate of the USC School of Cinema, Michael has worked for over twenty-five years in film and television. His work has been seen at film festivals across the world, including the Sundance and Tribeca Film Festivals, and has been honored with an Emmy nomination and a Peabody award.</p>	
<p>Chuck Billings Vice President/Legal Counsel</p>	<p>Attorney Chuck Billings has been practicing law in the state of Texas since 1972 specializing in taxation and estate planning. As a partner of Baumgartner, Billings and Bloom, Billings handles all legal matters for the ArtCentre.</p>	
<p>Chas Michel Treasurer</p>	<p>Chas Michel is a seasoned financial executive with over 30 years of experience and has served as a full-time CFO in the restaurant sector and as a Chief Accounting Officer and Controller in the manufacturing sector. Mr. Michel has a BBA in accounting from Texas Tech University and he is a licensed CPA.</p>	
<p>Dr. Howard Greisdorf Secretary</p>	<p>Dr. Greisdorf has been a resident of Plano since 1992; moving here after 30 years of architectural design and construction management experience in Illinois and Florida. Dr. Greisdorf is acting as the ArtCentre project manager for the Saigling House renovations.</p>	
<p>Vicki Mayhan Exhibition Committee Chair</p>	<p>J. Burke Asher Finance Committee Chair</p>	<p>Reva Bartlett Education Committee</p>
<p>Dr. Robert Drotman Friends Committee Chair</p>	<p>Marcus Orr Financial Advisor</p>	<p>Gabrielle Pruitt Marketing Committee</p>

Other board members include professionals, artists, a banker, a financial advisor and a CPA. All of the board members work together to make sure the ArtCentre of Plano is run as a solid business with committees making decisions about marketing, financial investments, and other pertinent issues.

**2014 Advisory Council**

Dr. Michael Crawford	Judy Drotman	Alice Hobbs
Chris Kelly	Irma Landis	Betty Muns
Jean Newman	Marie Renfro	Robbie Robinson
Murray Stein	Dollie Thomas	Markita Thompson

Our Advisory Council includes business owners, community volunteers, artists, engineers and respected member of the community. We utilize the advisory council members when planning and strategizing on future endeavors. Both the Board of Directors and the Advisory Council are vital to the success of the ArtCentre.

**Current Staff**

Suzy Jones  
Executive Director

Sue Oldham  
Business Manager

Carole Greisdorf  
Marketing Consultant  
(Contractual)

**Pending Hiring Requirements**

Event Manager/Coordinator	This additional position will be an immediate necessity in order to coordinate the Saigling House event calendar as well as booking and managing event activities.
Marketing Manager/Director	This position is currently filled on a contractual as-needed basis, but will become a full time necessity to help create marketing materials and coordinate website needs in relation to all ArtCentre activities: education, exhibits and events.  This position will also be an integral part of a capital/ annual giving campaign to be inaugurated upon

## **Business Plan Activity: Art Education**

### **History and Current State of Affairs:**

Art education has been front and center as a key function of the ArtCentre since its inception in 1981. Throughout its existence, up to and including the present, the ArtCentre of Plano prides itself in offering the following educational opportunities:

#### **FAMILY DAYS**

Families attend a Saturday morning Family Day that directly relates to the exhibition on display. Through scavenger hunts and observation, adults and children discover art mediums and methods, as well as color, shape, design and other elements of art that will help children develop language, be more curious and observe the world around them.

#### **ART NIGHTS**

Working with PTA's and PISD school organizations, we go into the schools for an evening to present art activities that engage and excite all ages of students. Supplies and instruction are provided to volunteers and families from the schools interact while creating works of art.

#### **LECTURES**

Artists and Art Historians make available information regarding a recent book publication, their travels or further insight on the current exhibition. These intimate gatherings provide additional educational opportunities for students and adults.

#### **SCHOOL TOURS**

School children from local elementary schools have the opportunity to tour the ArtCentre of Plano, while learning TEKS through art, architecture (interior and exterior), history of Plano and museum etiquette. These tours allow students to get out of the classroom and have a real life experience.

#### **ART CLASSES**

Although currently limited in scope, a variety of visual art mediums could be expanded for all ages of student. After-school, home school (during the day), weekend, evening and spring breaks classes are possibilities with the right space and funding. As well, the ArtCentre looks forward to collaborating with other arts groups to expand our audiences and themes of classes. *We are certain there is a large audience for art classes in the area!*

#### **JUMPSTART FOR ARTS**

In its twelfth year, JumpStart is a highly regarded program that offers experiences in visual art, music, dance and drama to under-served children in the community.

#### **DEMONSTRATIONS**

Artists working in a variety of materials provide demonstrations while creating works of art. Human curiosity makes these educational opportunities extremely popular. Whether it is a wood-turner working on a lathe, a

painter blending colors and painting an image before them, or a weaver working on a loom; visitors enjoy the act of creation.

Each of the above programs is proven to be a need in the community and have been utilized by the ArtCentre of Plano. With additional space, more staff and a new facility, all of the existing programs will grow and expand beyond their current size and offerings.

**JUMPSTART FOR ARTS—WEST (Proposed)**

Our highly successful free arts program for economically disadvantaged children (primarily from the East side of Plano) is a wonderful platform in which to create a similar opportunity on the more affluent side of West Plano, with a minimal fee structure developed.

- Target Constituencies
  - ✓ PISD students
  - ✓ Adult Learners
  
- Recognized Competition and Perceived Competitive Edge
  - ✓ Other than the art instruction received in school and private instruction, there are no other art agencies or organizations in Plano that are providing educational opportunities for children.
  - ✓ By providing classroom space in the Saigling House, the ArtCentre will be able to expand its educational outreach to a wider audience of both children and adults.
  
- SWOT Analysis

Strengths:

- ✓ JumpStart for Arts is currently in its 12<sup>th</sup> year providing summer art education to underprivileged children (Funded by a grant from the City of Plano; \$54,871/year thru 2015).
- ✓ Art Nights at PISD Elementary Schools
- ✓ PISD classroom tours of the ArtCentre
- ✓ Saturday art lectures for adults

Weaknesses:

- ✓ Limited classroom space for educational opportunities at the current ArtCentre location

Opportunities:

- ✓ The additional space allocated to classrooms as part of the Saigling House renovations will allow greater versatility to the educational offerings made available by the ArtCentre
- ✓ The Saigling House garden area can provide greater opportunities for sculptural pieces that can act as educational resources

Threats:

- ✓ The ArtCentre does not perceive any imminent threats to its educational endeavors stemming from a potential move to the Saigling House

- Strategic Plan

- ✓ Use the Saigling House to expand classroom opportunities for both children and adults
- ✓ Take the JumpStart For Art Summer Program to a wider audience
- ✓ Utilize the Saigling House garden for expanded educational opportunities

- Marketing Plan

- ✓ Target marketing thru a variety of media to promote art classes at the Saigling House
- ✓ Use existing JumpStart procedures and materials to move into other summer locations

- Measureable Objectives

- ✓ Art class sign-ups over a measureable period of time to determine interest and competitive pricing structures
- ✓ Identify age range of participants and zip code demographics to determine expanded program viability

## Business Plan Activity: Shows/Exhibits

### History and Current State of Affairs:

The underlying philosophy surrounding ArtCentre shows and exhibits has been to showcase both established and up-coming artists both locally recognized and/or with national acclaim. That philosophy is underpinned by the need to always have new, fresh and interesting works on display in a variety of mediums in order to attract as wide an audience as possible. (See Appendix B for exhibit and exhibitor highlights over the years.)

The ArtCentre of Plano coordinates a variety of exhibitions each year. This year the ArtCentre will continue planning a variety of exhibitions keeping with part of our mission to *“inspire, support and promote excellence, diversity, and vitality in the arts”* We continue to exhibit works by artists from different age groups, ethnicities, religions and gender. Always striving to promote education in the arts, the ArtCentre encourages artists working in a variety of mediums to display art, which in turn provides a variety of opportunities for educational components.

To encourage and promote ArtCentre membership, an *Art ‘Round Town* night was held in October, 2013, with a tour of the Howard Rachofsky private art storage and exhibition space, with a bus ride, wine and dinner--it was extremely popular with our ArtCentre Friends! More of these tours are being planned with a goal of educating and inspiring our “friends” and raising exposure to the ArtCentre of Plano.

Continued funding will allow us to strengthen our collaborations with other arts organizations, provide the community with more artist lectures, workshops and demonstrations such as our upcoming exhibition on encaustic painting. To heighten awareness of the ArtCentre of Plano, we will be hosting a Family Day for the City of Plano, residents of CITY House and JumpStart for Arts participants to kick-off the exhibition. JumpStart students will learn about the art of encaustic painting (painting with wax) and try wax art methods for themselves.

- Target Constituencies

Primary:

- ✓ Plano downtown visitors and neighborhood residents
- ✓ Greater Plano residents

Secondary:

- ✓ Dallas/Collin County residents and visitors

- Recognized Competition and Perceived Competitive Edge
  - ✓ Although the Dallas Metroplex maintains numerous venues for viewing art, the convenience of a local downtown Plano location provides the ArtCentre of Plano a unique advantage without the distraction of other visual arts venues competing for attendance other than the nearby Art Association of Plano location at 1013 15<sup>th</sup> Place.

- SWOT Analysis

Strengths:

- ✓ Flexibility in booking shows/exhibits without strict constraints on scheduling
- ✓ Ability to attract a wide range of artistic mediums and styles
- ✓ Reasonable commissions on sales

Weaknesses:

- ✓ Limited exhibit space
- ✓ Size constraints in relation to large objects
- ✓ No permanent space allocated to local artists

Opportunities:

- ✓ Regularly showcase and rotate local adult and student works of art in the expanded space provided by the Saigling House
- ✓ Add a gift shop or gift area as part of the Saigling House renovation

Threats:

- ✓ Ability to attract the necessary part-time help and volunteers needed to increase ArtCentre show/exhibit opportunities

- Strategic Plan

- ✓ Use the Saigling House and grounds for expanded show/exhibit opportunities
- ✓ Create a Saigling House sculpture and rose garden based on landscape architect recommendations
- ✓ Provide added functionality as part of the Saigling House renovation to include moveable partitions for greater show/exhibit flexibility and lighting designed to highlight displayed art objects along with sound and projection equipment

- Marketing Plan

- ✓ Outreach to local artists both adult and student
- ✓ Create an “awareness” campaign to local businesses and corporate entities
- ✓ Targeted “Grand Opening” show/exhibit for major donors

- Measureable Objectives

- ✓ Revenue generated from shows/exhibits
- ✓ Number of visitors at shows/exhibits

## **Business Plan Activity: Hosted/Catered Events**

### **History and Current State of Affairs:**

Hosting events at the ArtCentre has always been a part of the business plan, as it brings in a variety of visitors that might otherwise not have come to the ArtCentre, as well as bringing in additional revenue for programs and operating expenses. Over the years we have hosted many events, as well as rented out the ArtCentre facilities. Some of the events at the ArtCentre over the years have been:

Weddings (when still at 1039 E. 15<sup>th</sup> Street)  
Receptions  
Birthday parties  
City receptions  
Artist receptions  
Business Christmas parties  
Music Recitals  
Non-profit group meetings  
Non-profit fundraisers  
Arts Leaders meetings  
Leadership Plano meetings  
Junior League of Collin County meetings  
Theater rehearsals  
Church meetings  
Yoga classes

Although the ArtCentre of Plano has experience with hosting and catering events over time and making its space available for small functions, it has never endeavored to be a prime venue for third-party meetings or events. By moving its operations into the Saigling House with its interior renovated to encourage meeting/event usage, an outside garden and access to Haggard Park, the ArtCentre of Plano will be able to provide an additional revenue stream to enhance its operating budget.

*We look forward to the additional space that will allow for more varied and larger events in the future.*

- Target Constituencies
  - ✓ City of Plano
  - ✓ Plano Chamber of Commerce member businesses and corporations

- ✓ Meeting/Party Planners
  - ✓ Wedding Planners
  - ✓ Political Candidates
  - ✓ Professional Trainers
- Recognized Competition and Perceived Competitive Edge
    - ✓ Although larger event spaces are available in the Plano Centre and local hotels the intimate, park situated downtown location of the Saigling House make it an ideal venue for small catered meetings and events.
    - ✓ Initial competition will come from Event 1013 (1013 East 15<sup>th</sup> Street, Plano, TX) due to their already established experience in catering weddings, celebrations and corporate events; however, the Saigling House location with garden space and Haggard Park amenities immediately accessible will soon give the ArtCentre a marketing edge along with its competitive pricing structure.

- SWOT Analysis

Strengths:

- ✓ Ability to promote, schedule and retain revenues from the Haggard Park Gazebo
- ✓ Ability to market a strategic combination of indoor and outdoor space for events
- ✓ Ability to contract with compatible third-party vendors to create successful events

Weaknesses:

- ✓ Immediate need to hire an Event Coordinator
- ✓ Early competition from local event centers
- ✓ Initial capital expenditures for event related fixtures and equipment

Opportunities:

- ✓ The interim period between City Council approval of this business plan and the eventual occupancy of the Saigling House will allow the ArtCentre to promote itself as a meeting/event/party venue
- ✓ Upon occupancy of the Saigling House the ArtCentre will have a competitive venue for generating an increasing amount of meeting/event/party revenues
- ✓ Having the Saigling House ArtCentre location open during Haggard Park festivals as an art sales, catering and/or beverage operation

Threats:

- ✓ Current lack of awareness by local event/meeting/party planners that the ArtCentre can be an event/meeting/party venue
- ✓ Scheduled events that take priority on the calendar that may prevent the ArtCentre from creating revenue generating bookings

- Strategic Plan

- ✓ Promote the Haggard Park Gazebo along with the Saigling House and garden as a prime location for weddings and wedding receptions
  - ✓ Develop an internal committee structure to identify and qualify vendors for catering, services, supplies and equipment at Saigling House events
  - ✓ Create and develop a valet parking plan
  - ✓ Coordinate with City of Plano personnel regarding annual festivals and how the Saigling House can be used the most effectively during those times
- Marketing Plan
    - ✓ Plan a hosted event for wedding/party planners during the preliminary design stages to get input regarding the Saigling House renovation
    - ✓ Implement a direct mail campaign to all target constituencies once final plans for the Saigling house are completed
  - Measureable Objectives
    - ✓ Visits to the ArtCentre (Saigling House) by event/meeting/party planners
    - ✓ Telephone inquiries from event/meeting/party planners
    - ✓ ArtCentre (Saigling House) event bookings

### **ArtCentre of Plano Marketing Strategy**

- Market Positioning
 

A potential move from the current ArtCentre location to the Saigling House could provide several opportunities to expand services to reach a broader market mix than heretofore experienced. In addition, the added square footage made available through a judicious approach to renovation and restoration of the Saigling House will position the ArtCentre of Plano to favorably offer the following enhanced services:

#### Catered Events:

- ✓ Birthday/Anniversary/Retirement Parties
- ✓ Wedding Receptions
- ✓ Corporate Luncheons/Dinners
- ✓ Political Gatherings
- ✓ Board Retreats
- ✓ Recognition Celebrations
- ✓ Fashion Shows

#### Garden/Gazebo/Haggard Park Events

- ✓ Weddings
- ✓ Art/Sculpture Fairs
- ✓ Organizational Fundraising Events

- ✓ Plein Air Art Contests
- ✓ City Sponsored/City Endorsed Events

#### Classroom Space Events

- ✓ Art Classes
- ✓ Lectures
- ✓ Seminars
- ✓ Corporate Training
- ✓ Board Training
- ✓ Organizational Meetings

The ability to expand into these additional offerings is contingent upon a new ArtCentre strategic plan bolstered by an aggressive marketing plan. In preparation for a review and approval of this business plan, the ArtCentre of Plano has initiated a Strategic Plan that encompasses the following changes to its operations to facilitate an effective move into the Saigling House, its operation and its position in the marketplace:

#### **Expanded ArtCentre of Plano Board of Directors**

The current plan is to add 4 to 6 members to the Board

#### **Implement new approaches to encourage ArtCentre membership**

The Membership/Friends group at the ArtCentre has had many lives over our lifetime. Community support is essential to our existence and we offer exciting programs to our Friends groups for opportunities that would not otherwise exist for them. Some of our more successful events have been:

- Rachofsky private home/art collection tour and dinner
- Bus trip to the Dale Chihuly exhibit at the Dallas Arboretum
- Rachofsky private art storage tour/wine and dinner

*We look forward to growing our Friends groups and offering lectures, parties, concerts and other events in our new space.*

#### **Increase fundraising activities/events**

A newly initiated strategic plan has already been put into action to help meet these needs

#### **Design a newly invigorated marketing plan**

Outside consulting help has been brought in to assist with Market Plan development

#### **Inaugurate a Capital Campaign (See Appendix C)**

#### **Develop a Corporate Giving Program**

This will help to provide additional capital needed for ongoing operations when the Capital Campaign is completed

### **Strengthen the grant application process**

Grant writing experience is already being considered as new board members are being sought

- **Marketing Plan**  
A necessary adjunct to effectively marketing the ArtCentre of Plano and the expanded service opportunities afforded by Saigling House occupancy will be the hiring of Marketing Coordinator or Consultant in order to direct the implementation and oversee the following actions:

#### Initiate/Expand/Enhance Communication Channels

##### Online Channels:

- ✓ New/Revised Website
- ✓ Increase social media presence (Facebook, Twitter, etc.)
- ✓ Public relations placements on websites/blogs
- ✓ Special events pages
- ✓ Volunteer pages
- ✓ Donation pages
- ✓ Email outreach (e-newsletter, advocacy alerts, fundraising appeals)

##### Offline Channels:

- ✓ Printed collateral (special event postcards/brochures, annual report)
- ✓ Direct mail to ArtCentre supporters
- ✓ Newsletter
- ✓ Paid advertising (magazine, newspaper)
- ✓ Volunteer phone bank
- ✓ Other specialized materials to promote the Saigling House as an event center

The above channels of communication will be developed and implemented in order to reach a wide variety of target audiences depending on the type of event(s) being promoted.

### **Considerations & Contingencies**

There are several financial and operational aspects of this business plan that rely on speculation that all factors related to an ArtCentre of Plano move into a newly renovated and restored Saigling House as a lessee governed by a Lease Agreement and a set of Policies & Procedures by the City of Plano as lessor will meet the satisfaction of both parties. In consideration of that circumstance, the following requirements are key elements and considered parts of this ArtCentre of Plano business plan:

1. Receipt and approval of a mutually agreed to Lease Agreement for ArtCentre of Plano occupancy of the Saigling House (902 E. 16<sup>th</sup> Street, Plano, TX);
2. Receipt and approval of a mutually agreed to set of Policies & Procedures related to the ArtCentre of Plano operation of the Saigling House and its responsibilities surrounding house grounds and Haggard Park;
3. Receipt and approval of a mutually agreed to Memorandum of Intent for the interim use of City of Plano office and exhibit space throughout the period of time required to renovate and restore the Saigling House to a habitable state for conducting ArtCentre of Plano activities;
4. The City of Plano upon receipt of this document agrees to treat the information contained herein as Confidential Information to be used solely in connection with the current and contemplated business relationship between the parties and not for any other purpose without the prior written consent of an authorized representative of the ArtCentre of Plano.

#### **Financial Projections (See Appendix A)**

The nature of this collaboration between the City of Plano and the ArtCentre of Plano for the renovation, restoration and eventual occupancy of the Saigling House suggests a timeline that adequately takes into account all contingencies related to a construction project as it may relate to generating revenues and incurring expenses. Therefore, the following projections related to income and expenses are based on a 4-year timetable with year one being the period October 2014 through September 2015 which coincides with the fiscal year under which the ArtCentre operates. The following milestone assumptions are critical to the financial projections contained herein and any variation from the assumed dates may have an impact on these projections.

#### Milestone Assumptions:

- ✓ The City of Plano will provide a Lease Agreement document for ArtCentre approval (July/August, 2014)
- ✓ The City of Plano will provide a Policies & Procedures document for ArtCentre approval (July/August, 2014)
- ✓ The City of Plano will provide a Memorandum of Intent for temporary offices and exhibit space for ArtCentre approval (July/August, 2014)
- ✓ The City of Plano will approve this business plan during August/September, 2014
- ✓ The ArtCentre of Plano will launch a capital campaign during the month of September/October, 2014

## APPENDICES

**APPENDIX A:**

**Total Projected Income & Expense**

		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
		<b>Construction Period Cox Bldg.</b>	<b>Occupy Saigling House</b>		
		<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>
<b>Income</b>	<b>Corporate Donations</b>	7,000	9,000	12,000	15,000
	<b>Fundraising</b>				
	<b>Annual Major Event</b>	21,000	21,000	24,000	27,000
	<b>Capital/Annual Giving Campaign</b>	200,000	200,000	150,000	50,000
	<b>Grants</b>				
	<b>Hotel/Motel-Arts Funding</b>	65,129	65,129	65,129	65,129
	<b>Jumpstart for Arts</b>	54,871	54,871	54,871	54,871
	<b>TCA/NEA/PACE/Other</b>	5,000	6,000	8,000	10,000
	<b>Individual Donations</b>				
	<b>Friends Campaign</b>	6,000	8,000	10,000	10,000
	<b>Other Cash Donations</b>	8,000	9,000	10,000	10,000
	<b>Art Education Programming Income</b>				
	<b>Art Classes</b>	0	9,000	12,500	15,000
	<b>Jumpstart for Arts -West</b>	0	0	1,000	2,500
	<b>Shows/Exhibits Programming Income</b>				
	<b>Art Sales</b>	8,000	12,750	17,000	18,000
	<b>Art Contests</b>	0	0	3,000	3,000
	<b>Art Fair</b>	0	0	0	4,000
	<b>Catering/Events Programming Income</b>				
	<b>Haggard Park Gazebo Rental</b>	6,000	6,000	6,000	6,000
<b>Saigling House Event Rental</b>	0	30,000	50,000	70,000	
<b>Festival Catering/Beverage Service</b>	0	5,000	7,500	7,500	
<b>Total Income</b>		<b>381,000</b>	<b>435,750</b>	<b>431,000</b>	<b>368,000</b>
<b>Expense</b>	<b>Personnel Expense</b>				
	<b>Salaries &amp; Wages</b>				
	<b>Hourly Employees</b>	42,400	43,675	45,000	46,350
	<b>Salaried Employees</b>	77,250	105,000	108,150	111,400
	<b>Event Coordinator</b>	20,000	32,000	33,000	34,000
	<b>Payroll Taxes</b>	10,680	13,730	14,230	14,570
	<b>Programming Expenses</b>				
<b>ArtCentre Education &amp; Outreach</b>					
<b>Printing</b>	200	200	250	250	

Refreshments	250	250	300	300
Supplies/Other	1,250	1,250	1,500	1,500
<b>Jumpstart for Arts -East</b>				
Meals	100	100	100	100
Printing	300	300	300	300
Salaries	25,000	25,000	25,000	25,000
Supplies/Other	7,200	7,200	7,200	7,200
<b>Jumpstart for Arts -West</b>				
Postage	0	0	250	250
Printing	0	0	250	250
Salaries	0	0	8,000	8,000
Supplies/Other	0	0	3,250	3,250
<b>Art Nights</b>				
Labor	250	250	250	250
Supplies/Other	250	250	250	250
<b>Art Classes</b>				
Advertising	0	300	250	250
Printing	0	300	250	250
Supplies/Other	0	700	1,000	1,000
Salaries	0	1,800	2,500	3,000
<b>Exhibits</b>	0			
Proceeds to Artists	2,400	9,000	10,000	10,000
Catering/Refreshments	1,500	1,500	1,500	1,500
Labor/Equipment	1,500	1,650	1,800	1,800
Postage	300	300	300	300
Printing	900	900	1,000	1,000
Supplies/Other	300	330	400	400
<b>Art Contests</b>				
Advertising	0	0	300	300
Cash Awards to Artists	0	0	1,000	1,000
<b>Art Fair</b>				
Advertising	0	0	350	350
Printed Collateral	0	0	250	250
Supplies/Equipment	0	0	600	600
Awards/Prizes	0	0	500	500
Artist's Reception	0	0	500	500
<b>Event Programming Expenses</b>				
Advertising	1,500	1,500	1,500	1,500
Printed Collateral	1,200	1,200	1,200	1,200
Hosted Receptions	2,000	2,000	2,000	2,000
<b>Building Expenses</b>				
Rent	0	0	0	0
Building Security	0	1,500	1,500	1,500

Janitorial Supplies	0	750	750	750
<b>Maintenance &amp; Repairs</b>				
HVAC	0	0	0	1,500
Landscaping	0	0	0	0
Permits	0	0	0	0
Pest Control	0	300	300	300
Repairs	0	0	900	2,000
<b>Utilities</b>				
Gas	0	1,200	1,600	1,600
Electric	0	11,200	14,960	15,500
Telephone/Internet	1,200	4,500	6,000	6,000
Water/Sewage	0	1,500	2,000	2,000
Trash Removal	0	4,500	6,000	6,000
Recycle Removal	0	1,950	2,600	2,600
<b>General and Administrative</b>				
Advertising	17,000	18,000	18,000	18,000
Insurance	5,000	5,500	5,500	5,500
Training/ED Discretionary Fund	5,556	5,600	5,600	5,600
Website	4,500	1,500	1,000	1,000
Office Copier	1,400	1,500	1,500	1,500
Office Supplies	300	800	1,200	1,200
Postage	1,000	1,000	1,200	1,200
Printing	2,220	2,500	2,500	2,500
Memberships & Professional Fees	3,205	3,500	3,500	3,500
Gen/Admin-Other	2,000	2,000	2,000	2,000
<b>Total Expense</b>	<b>240,111</b>	<b>319,985</b>	<b>353,090</b>	<b>362,670</b>
<b>Net Income (Loss) from ArtCentre Activities before Capital Reimburse to the City of Plano</b>	<b>140,889</b>	<b>115,765</b>	<b>77,910</b>	<b>5,330</b>

## Appendix B: Exhibit/Exhibitor Summary

Exhibitions are an important aspect of what the ArtCentre of Plano contributes to the community. We offer a space for artists to exhibit as well as a gallery environment for inspiration and educational opportunities for students, educators and visitors from all around Collin County. These are just highlights of exhibitions that the ArtCentre has organized over the years:

### *Individuals:*

Juergen Strunk	Priscilla Hoback
Kate Crosland Juett	Jerry Dodd
Bob Burns	Harry Lewis
Mary Gray	Chris Brock
Martha Baker	Julio Suarez
Mirtha Aercker	Beverly Fetterman
Chris Blackhurst	Dan Barber
Nel Dorn Byrd	Jean Newman
John Van Ness	Lisa Daniels
Julie Freedman	Sarah Carson
Michael Askew	Jane Cornish Smith

### *Groups:*

Plano Art Association	Gallery VIII
Form, Fire and Function	Cowboys and Indians
Haute Arte	Hsinchu Taiwan
Southwest Watercolor	Quilt Mania
Black History Month	Painting with Class
World Lens/Photography	The Skin Quilt Project
Aperture 8	The Art of Wood
Texas Visual Art Association	Handweavers Guild of Dallas

### Senior High AP Art Exhibition

Annually we host an art exhibition of AP Senior High School art students. Each senior enrolled in an AP art class from one of the three high schools is invited to submit one work of art in the exhibition. This opportunity provides a wonderful opportunity for the student, a proud moment for the families of the students, as well as an excellent way for the Plano Independent School District to demonstrate the remarkable talent of the students in Plano.

## Appendix C: Capital Campaign

The ArtCentre of Plano in collaboration with the City of Plano recognizes a financial obligation to participate in the capital improvement budget associated with the renovation of the Saigling House. In that regard, and upon approval of the content and conditions of this business plan by the Plano City Council, the ArtCentre of Plano will launch, on a date to be determined, a formal campaign to raise funds to contribute towards those elements of the renovation that contribute directly to the business activities of the ArtCentre. Such elements may include the following:

- Moveable partitioning for shows/exhibits
- Lighting system designed to accommodate exhibits as well as events
- Audio/Visual system
- Closed-circuit TV system
- Classroom furniture/equipment
- Tables/chairs for events/rental

As a condition of launching such a capital campaign, the City of Plano, upon approval and acceptance of this business plan, agrees that the following features of the renovated and restored Saigling House may be named based on the level of an individual contribution to the campaign:

Naming rights to The ArtCentre of Plano formatted as follows:

- (Donor Name) ArtCentre of Plano at the Saigling House
- Gallery Showrooms or
  - Gallery 1, Gallery 2, Gallery 3
- Classroom Wing or
  - Classroom 1, Classroom 2, Classroom 3
- Catering Kitchen
- Garden Areas
  - Rose Garden, Sculpture Garden
- Wedding Path (Saigling House to Gazebo)
- Gazebo (in Haggard Park)
- Performance Stage attached to Saigling House
- Friends of the ArtCentre path on Saigling House grounds
- Commemorative Wall (in hallway space) to acknowledge special honorees (past & present)

In addition, to the above naming rights, the City of Plano, upon approval and acceptance of this business plan, will allow the ArtCentre to offer “preferred” vendor status to various businesses that provide services to the ArtCentre and have made contributions to the Capital Campaign.

In consideration of the approval and acceptance of this business plan by the City of Plano, the ArtCentre of Plano agrees to pursue contributions to a capital/annual giving campaign for the purposes outlined above. From that campaign, an amount, not to exceed \$300,000, will be payable to the City of Plano in installments as mutually agreed to by both parties.