



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2016		
Department:		City Manager		
Department Head		P. Braster - Special Projects		
Agenda Coordinator (include phone #): M. Martinez - 7122				
CAPTION				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a Funding Agreement by and between the City of Plano and the Historic Downtown Plano Association, a Texas non-profit corporation, through the Downtown Plano Public Improvement District governing the use of funds from the City to the Historic Downtown Plano Association through the Downtown Plano Public Improvement District in an amount not to exceed \$62,000; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2016-17	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	536,967
Encumbered/Expended Amount		0	0	0
This Item		0	0	-62,000
BALANCE		0	0	474,967
FUND(S): DOWNTOWN CENTER DEVELOPMENT FUND				
<p>COMMENTS: Funding for this item is available in the Downtown Center Development Fund. This funding agreement with the Historic Downtown Plano Association, in an amount not to exceed \$62,000, will leave an approximate available balance of \$474,967 to support other activities associated with enhancing Downtown Plano.</p> <p>STRATEGIC PLAN GOAL: Funding valet parking services in Downtown Plano to improve visitor's experience during a period of limited parking due to construction relates to the City's goals of Exciting Urban Centers - Destination for Residents and Guests and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>The Downtown Plano Public Improvement District (PID) Management Committee is requesting additional funding for valet parking services. The valet parking services will mitigate the available public parking while construction of the Municipal Center South project is underway.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution				

Date: August 8, 2016

To: Bruce D. Glasscock, City Manager
Jack Carr, Deputy City Manager

From: Peter J. Braster, Director of Special Projects

Subject: Downtown Plano Valet Parking Funding

On July 12, 2016, the Historic Downtown Plano Association (HDPa) presented a proposal for a valet program to the Downtown Plano Public Improvement District (PID) Management Committee. The proposal offered an initial three-month trial period with a ten-month extension. The proposal is a result of the Downtown Plano Parking Study and staff discussions with Downtown Plano merchants and property owners. These discussions revealed deep community concerns about the impacts on parking by the Municipal Center South redevelopment project. Although the project's garage will allow for additional parking spaces, the concern about the loss of parking during construction was widely discussed. Staff supports using valet parking to mitigate the project's impact on available public parking during the project's construction period.

The HDPa has partnered with Mercedes Benz to provide valet parking services in Downtown Plano for a three-month trial period. The partnership will allow Mercedes Benz drivers to receive valet service at no charge, and all other drives will be charged \$3.00. HDPa will offer free parking validations for patrons of participating Downtown merchants. At the end of the three-month trial period, Mercedes Benz will evaluate their sponsorship. In order to avoid disruption of service, the PID Management Committee is requesting additional funds from the City to cover the remaining ten months of the fiscal year. The cost is estimated to be \$6,200 per month. The service covered by that fee is:

1. Operate lunchtime Wednesday – Friday;
2. Operate dinnertime Thursday – Saturday;
3. Two valet drop-off and pick-up podiums will be located in McCall Plaza parking lot and on K Avenue at Vontress Street; and
4. Offsite parking for valet cars on private lots will be arranged by the HDPa.

The PID Management Committee has requested HDPa to seek other sponsorship if Mercedes Benz decides not to continue with the program. HDPa has agreed. It should be noted that any sponsorship will reduce the amount of funding provided by the grant. In addition, the grant will terminate when the Municipal Center South project's garage is open to the public.

A Resolution of the City of Plano, Texas, approving the terms and conditions of a Funding Agreement by and between the City of Plano and the Historic Downtown Plano Association, a Texas non-profit corporation, through the Downtown Plano Public Improvement District governing the use of funds from the City to the Historic Downtown Plano Association through the Downtown Plano Public Improvement District in an amount not to exceed \$62,000; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City of Plano (“City”) entered into an Agreement with the Historic Downtown Plano Association (“HDPa”) wherein the HDPa is compensated for providing an Executive Director to manage and promote programs for the Downtown Plano Public Improvement District (“PID”); and

WHEREAS, the service plan for the PID allocates funds for Safety and Security, as permitted by Texas Local Government Code Section 372.003; and

WHEREAS, the City is participating in the development of a public parking project that, while under construction, will reduce the amount of parking downtown; and

WHEREAS, the City desires to assist the PID with funding for valet service downtown to mitigate the effects of the project during construction for the benefit of Plano citizens; and

WHEREAS, HDPa is willing to hire and manage the valet services downtown.

WHEREAS, the City Council has now been presented with a funding agreement between the City and HDPa, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Agreement”); and

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

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

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

DULY PASSED AND APPROVED this the 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND HISTORIC DOWNTOWN PLANO ASSOCIATION
FOR VALET PARKING**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as “City”), through the Downtown Plano Public Improvement District (hereinafter referred to as the “PID” and the **HISTORIC DOWNTOWN PLANO ASSOCIATION**, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as “HDPA”), enter into this funding agreement to set out the terms and conditions governing the HDPA’s use of funds from the City to the HDPA through the PID for the purposes set out herein.

WHEREAS, the City Council adopted Resolution 2014-10-3(R), which created the PID; and

WHEREAS, the City Council adopted Ordinance 2015-12-12, which established the levy of a special assessment on property owners within the District; and

WHEREAS, the City collects the special assessment and then disburses the funds to carry out various programs and activities contained within the approved service plan; and

WHEREAS, the City entered into an Agreement with the HDPA wherein the HDPA is compensated through special assessments collected by the PID for providing an Executive Director to manage and promote programs for the PID; and

WHEREAS, the service plan for the PID allocates funds for Safety and Security, as permitted by Texas Local Government Code Section 372.003; and

WHEREAS, the City is participating in the development of a public parking project (the “Project”) that, while under construction, will reduce the amount of parking downtown; and

WHEREAS, the City wishes to provide funds to the PID for disbursement to the HDPA for the purpose of funding and managing valet service in downtown Plano while construction of the Project reduces available parking downtown; and

WHEREAS, the City Council finds that it is in the best interest of the City to provide temporary funding from the PID for the HDPA to hire and manage valet parking services downtown during the pendency of the project.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**Article I
Term**

The term of this Agreement shall begin on the Effective Date and continue until September 30, 2017, unless sooner terminated as provided herein.

Article II Funding

The City agrees to provide funding from the PID in a total amount not to exceed Sixty-Two Thousand (\$62,000) for HDPa to use for the purpose of hiring and managing valet parking services downtown during the pendency of the project. The monies are to be paid by the City, through the PID fund, to HDPa within thirty (30) days of submission of monthly invoices by HDPa. Invoices will only be paid on a reimbursement basis, for services already provided.

Article III Obligations of HDPa

On or before December 15, 2016, HDPa agrees to implement valet parking services in downtown Plano to mitigate the effects of the parking reduction related to construction of the project. The valet parking service is consistent with the programs and projects as outlined in the PID Service Plan adopted by City Council in Ordinance No. 2015-12-12. HDPa will secure private parking for use of the valet parking. Valet services will be provided on Wednesday, Thursday and Friday during regular lunch hours, and Thursday, Friday and Saturday during regular dinner hours. HDPa will ensure that there are two valet drop-off and pick-up lecterns located in McCall Plaza parking lot and on K Avenue at Vontress Street, or as otherwise approved by the City in writing. HDPa shall provide a copy of the monthly account of valet utilization indicating how many cars are valet parked to the City.

Article IV Default/Termination

This Agreement terminates upon any one or more of the following:

- (a) By expiration of the term and where no defaults have occurred; or
- (b) The completion of the Municipal Center South development garage located at 14th Street and K Avenue in downtown Plano; or
- (c) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement. The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured; or
- (d) Upon thirty (30)-days written notice by either party for any reason or no reason;

**Article V
Indemnification**

HDDPA SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND THE PID AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF HDDPA, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM HDDPA IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). HDDPA MUST DEFEND CITY AND THE PID AGAINST ALL SUCH CLAIMS.

**Article VI
Miscellaneous**

6.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

6.02 **Independent Contractor.** The Parties agree that the Executive Director and Event Manager are independent contractors and are not officers, agents, servants or employees of the City or the PID; that the doctrine of respondent superior shall not apply as between Parties and the Executive Director and Event Manager, and nothing herein shall be construed as creating a partnership or joint enterprise between City or the PID and Executive Director or City and Event Manager.

6.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City or the PID:
City of Plano, Texas

Attention: Mr. Bruce D. Glasscock
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for HDP A:
HDP A
c/o Mirna Lynch
4604 Lawson Court
Plano, Texas 75093

6.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement

6.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

6.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

6.08 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.09 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

This Agreement shall be effective upon the last date on which all parties have executed this agreement.

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

Bruce D. Glasscock, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

HISTORIC DOWNTOWN PLANO
ASSOCIATION, a Texas non-profit
corporation

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF TEXAS)

)

COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2016
by _____, _____ of the **HISTORIC DOWNTOWN
PLANO ASSOCIATION**, a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS)

)

COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2016 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas