

# CITY COUNCIL

1520 AVENUE K



DATE: 5/12/2014  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Fr. Wesley Evans  
Holy Nativity Episcopal Church  
PLEDGE OF ALLEGIANCE: Cub Scout Pack 480  
Haggar Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>PRESENTATION: Standberry Scholarships, honoring former Plano employee Paul Standberry, are being awarded to two Plano students</p> <p>PROCLAMATION: Motorcycle Safety and Awareness Month reminds us to be attentive to other vehicles on the road</p> <p>PROCLAMATION: National Historic Preservation Month encourages the saving of American historic treasures</p> <p>PROCLAMATION: During the week of May 12 Plano will celebrate Bike to Work Week and Bike to Work Day</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>North Texas Municipal Water District Board</u></b></p> <p>Shep Stahel</p> <p><b><u>Tax Increment Financing Reinvestment Zone No. 2 Board</u></b></p> <p>Farrah Ahmed</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><b><u>Photographic Traffic Signal Advisory Committee</u></b></p> <p>Alyse Ferguson-Evans</p> <p><b><u>Self Sufficiency Committee</u></b></p> <p>Dr. Emmanuel Umoh</p> <p><b><u>Tax Increment Financing Reinvestment Zone No. 2 Board</u></b></p> <p>Thomas Buning</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p> <p><b><u>CONSENT AGENDA</u></b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>(a) April 28, 2014</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b><u>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</u></b></p> <p>(b) CSP 2014-111-C for a five (5) year contract with two (2) City optional two (2) year renewals, for Print Management Services to NovaCopy, Inc. in the estimated annual amount of \$162,444 or an estimated amount of \$812,220 over a five year period, and authorizing the City Manager to execute all necessary documents.</p> <p>(c) CSP 2014-139-C for a three (3) year contract with two (2) City optional one (1) year renewals, for Camera Installation Services, Software and Maintenance to Sigma Surveillance, Inc. d/b/a STS360 in the estimated amount of \$546,725 and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(d)	<p><b>Purchase from an Existing Contract</b></p> <p>To approve the purchase of Software Maintenance and Support Services, for one (1) year with three (3) City optional one (1) year renewals, for JD Edwards and PeopleSoft Software, in the estimated annual amount of \$375,515 from Oracle America, Inc. through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2539)</p>	
(e)	<p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p> <p>To approve an Engineering Services Agreement by and between the City of Plano and Half Associates, Inc., in the amount of \$398,095 for the White Rock Creek &amp; Prairie Creek Sewer Mains Rehabilitation project and authorizing the City Manager to execute all necessary documents.</p>	
(f)	<p>To approve a Landscape Architecture Services Agreement by and between the City of Plano and David McCaskill Design Group in the amount of \$759,800 for design services for Jack Carter Pool Replacement and authorizing the City Manager to execute all necessary documents.</p>	
	<p><b><u>Adoption of Resolutions</u></b></p>	
(g)	<p>To approve the terms and conditions of a First Amendment to the Economic Development Incentive Agreement between the City of Plano, Texas and FedEx Office and Print Services, Inc., a Texas corporation; authorizing its execution by the City Manager; and providing an effective date.</p>	
(h)	<p>To approve the terms and conditions of an Economic Development Incentive Agreement by and between Toyota Motor North America, Inc., a California corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(i)	<p>To approve the terms and conditions of an Economic Development Incentive Agreement for Tax Rebate for calendar years 2028-2037 by and between Toyota Motor North America, Inc., a California corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(j)	<p>To deny the rate increase requested by Atmos Energy Corp., Mid-Tex Division under the Company's 2014 annual Rate Review Mechanism filing in all cities exercising original jurisdiction; requiring the Company to reimburse cities' reasonable ratemaking expenses pertaining to review of the RRM; authorizing the City's participation with Atmos Cities Steering Committee in any appeal filed at the Railroad Commission of Texas by the Company; requiring the Company to reimburse cities' reasonable ratemaking expenses in any such appeal to the Railroad Commission; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; requiring delivery of this resolution to the Company and the Steering Committee's legal counsel; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(k)	To approve the terms and conditions of a Restated and Amended Development Agreement between the City of Plano and Southern Land Company, LLC for development of Junction15 Plano; authorizing its execution by the City Manager; and providing an effective date.	
(l)	To approve the hiring of Brandi Youngkin as Assistant City Attorney II by the City Attorney; and providing an effective date.	
(m)	<p><b><u>Adoption of Ordinances</u></b></p> <p>To amend Section 11-141 Definitions and Section 11-156 Itinerant Vendors, of Article IV Peddlers and Solicitors, of Chapter 11 Licenses and Business Regulations, of the Code of Ordinances of the City of Plano to amend the definition for itinerant vendor, to establish definitions for carnival and carnival operator, to increase the permit fee for itinerant vendors, and to establish regulations for temporary carnivals on private property within the City of Plano; and providing a repealer clause, a severability clause; a savings clause, a penalty clause, a publication clause and an effective date.</p>	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	Public Hearing and consideration of an Ordinance to amend Ordinance No. 2014-2-2 to designate a new geographic area within the City of Plano, Texas, as Reinvestment Zone No. 137 for tax abatement consisting of a 21.000 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, City of Plano, Collin County, Texas and, being part of Lot 1, Block B of J.C. Penney Headquarters, an addition to the City of Plano according to the plat thereof recorded in Cabinet G, Slide 783 of the Map records of Collin County, Texas, being part of a tract of land described as Tract II in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	Consideration of a Resolution to approve the terms and conditions of a First Amendment to the Tax Abatement Agreement between the City of Plano, Texas, FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, a Texas limited partnership; authorizing its execution by the City Manager; and providing an effective date.	
(3)	Public Hearing and consideration of an Ordinance to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 138 for tax abatement consisting of a 99.816 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, the J.W. Haynes Survey, Abstract No. 458 and the William G. Garvin Survey, Abstract No. 1103, City of Plano, Collin County, Texas, being part of the R.P. Harding Survey, Abstract No. 611, the William Garvin Survey, Abstract No. 453 in the City of Plano, Denton County, Texas, and being part of a tract of land described in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and all of a tract of land described in Special Warranty Deed to KDC Legacy HQ Investments One LP, recorded in Instrument No. 20140225000175910, Land Records of Collin County, Texas, being all of a tract of land described in deed to 121 Epic Commercial, Ltd., recorded in Document No. 2005-60189 of the Official Records of Denton County, Texas, being all of Lots 2 and 3, Block 1 of Lots 1, 2, 3, & 4, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2012-134 of the Official Records of Denton County, Texas and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.	
(4)	Consideration of a Resolution to approve the terms and conditions of an agreement by and between the City of Plano, Texas and Toyota Motor North America, Inc., a California corporation, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date.	
(5)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-03 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 644 so as to allow the additional use of Hospital and Specific Use Permit No. 645 so as to allow the additional use of Helistop on 30.4± acres of land located at the southeast corner of Preston Road and Razor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Commodore Partners, Ltd. (Tabled April 14, 2014)	

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(6)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-09 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 649 so as to allow the additional use of Private Club on 0.2± acre of land located 550± feet east of Preston Road, 66± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: BHTT Entertainment, Inc.	
(7)	Consideration of an Ordinance to determine a public necessity to acquire the easement property as described in the attached Exhibit "A", also known as 801 W. Park Blvd., for the public use of the Park Boulevard and US 75 Pedestrian Crossing Project; authorizing the use of the power of eminent domain to condemn the easement property; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file eminent domain proceedings, if necessary, and providing an effective date.	
(8)	Consideration of an Ordinance to determine a public necessity to acquire the easement property as described in the attached Exhibit "A", also known as a portion of 1017 E. 15th Street, of the City of Plano, for the public use of the construction of the Centralized Waste Collection Station on 15th Place Project; authorizing the use of the power of eminent domain to condemn the easement property; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file eminent domain proceedings, if necessary, and providing an effective date.	
(9)	Public Hearing and consideration of an Ordinance to amend the Project and Finance Plan for Tax Increment Financing District Reinvestment Zone Number Two; expanding the boundaries of such Zone; extending the term of the Zone for an additional 15 years; and providing a severability clause and an effective date.	
(10)	<p>First Reading and consideration of an Ordinance to grant to CoServ Gas, Ltd., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the City of Plano, Collin and Denton Counties, Texas, for the transporting, delivery, sale, and distribution of gas in and out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; providing a severability clause, and an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



# 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:		05/12/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PRESENTATION: Standberry Scholarships, honoring former Plano employee Paul Standberry, are being awarded to two Plano students				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<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>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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Council Meeting Date:		05/12/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PROCLAMATION: Motorcycle Safety and Awareness Month reminds us to be attentive to other vehicles on the road				
<b>FINANCIAL SUMMARY</b>				
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FISCAL YEAR:	<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>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
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List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PROCLAMATION: National Historic Preservation Month encourages the saving of American historic treasures				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



# CITY OF PLANO COUNCIL AGENDA ITEM

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Council Meeting Date:		05/12/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PROCLAMATION: During the week of May 12 Plano will celebrate Bike to Work Week and Bike to Work Day.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
April 28, 2014**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Pat Miner  
André Davidson  
Jim Duggan  
Patrick Gallagher  
David Downs

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, April 28, 2014, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; and Real Estate, Section 551.072; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. Mayor LaRosiliere left the meeting after executive session at 5:58 p.m.

Mayor Pro Tem Smith reconvened the meeting back into the Preliminary Open Meeting at 6:07 p.m. in the Senator Florence Shapiro Council Chambers.

**Consideration and action resulting from Executive Session discussion  
Personnel Appointments/Reappointments –**

Board of Adjustment

Upon a motion made by Council Member Duggan and seconded by Council Member Downs, the Council voted 7–0 to appoint Jim Norton as an alternate member and hold the appointment for the other alternate position.

North Texas Municipal Water District Board

Upon a motion made by Council Member Gallagher and seconded by Council Member Downs, the Council voted 7–0 to reappoint Shep Stahel.

## **Personnel Appointments**

### Tax Increment Financing Reinvestment Zone No. 2

Upon a motion made by Council Member Miner and seconded by Deputy Mayor Pro Tem Harris, the Council voted 7-0 to appoint Farrah Ahmed as an interim member .

## **Comprehensive Monthly Financial Report**

Director of Finance Tacke advised that the March 2014 report finds General Fund revenues up 4.1 percent compared to last year while Water and Sewer revenues are down 4.1 percent. She stated that actual General Fund revenues are up \$10.1 million, primarily due to an increase in collection of ad valorem taxes of \$6.7 million and sales tax of \$2.5 million. She spoke to the improvement in sales tax is due to business to business sales. She advised that General Fund expenditures are up slightly but tracking with last year's expenditures and Water and Sewer expenditures are down slightly. General Fund expenditures are up due to a 3% non-civil and 2% civil service pay increase and professional contracts for the facility department due to timing of encumbrances. She advised that the unemployment rate is at 5.2% and sales tax collections were up \$220,000 for the month. Ms. Tacke spoke to the real estate recap stating properties were on the market an average of 38 days and sold at 97 percent of asking price. Ms. Tacke advised the Water and Sewer revenues were down due to the more stringent water restrictions and the expenses were up due to a 12% rate increase from North Texas Municipal Water District. She stated hotel/motel taxes were up for the month.

## **Parks and Recreation Update**

Director of Parks and Recreation Fortenberry stated the department has 30 projects currently underway. Ms. Fortenberry spoke to the department's accomplishments including completing the 20 year re-accreditation process, being a national gold medal finalist in the National Parks and Recreation Association large city category, 4 employees receiving their Certified Park and Recreation Professional status, the City's ranking as number one provider of health and safety classes for the Red Cross for the North Texas, Oklahoma, and Arkansas region by providing 9,400 programs, improving the Asset Management program, and completing the intercity trail connection going under Highway 75.

Ms. Fortenberry spoke to the Oak Point Recreation Center renovations being in the planning stages and will include expanding the weight room, cardio space, and swimming pool locker rooms, along with repairs and freshening up the entire facility. She stated the center will be closed down for 3-4 months during the renovation and the project will be completed in approximately 1 year. Ms. Fortenberry spoke to the new Oak Point Nature and Retreat Center including displays with interactive features, class rooms, catering kitchen, meeting spaces and outdoor breakout spaces. She stated the facility will be located between the parking lot and lake allowing for views of the lake and the building will have a lodge look consistent with the rest of the park facilities with a completion date of next spring.

Ms. Fortenberry spoke to improvements at Jack Carter Park. She stated due to the condition of the pool and location in the flood plain, it would be more cost effective to rebuild the pool with leisure amenities in another underutilized location in the park. Ms. Fortenberry spoke to a May 15, 2014 Master Planning meeting with area residents and advised park improvements may include sand

volleyball courts, a skate park by the new pool location, and moving the maintenance shop/yard out of the flood plain. She stated the existing soccer fields would be relocated to accommodate improvements. Ms. Fortenberry responded to Deputy Mayor Pro Tem Harris regarding the park's location and access issues.

Ms. Fortenberry spoke to Suburbia Music Festival hours, location, testing of sound levels to make sure decibel levels are appropriate for area neighborhoods and meet the decibel limit set by the contract, road closures, temporary park improvement removal timeline, parking locations, shuttles and other ways to access the event. She stated benchmark criteria will be evaluated to determine the value of the event. Ms. Fortenberry provided an email address for festival comments.

Deputy Mayor Pro Tem Harris requested a briefing on pool operating and maintenance cost.

### **Community Investment Program (CIP) Presentation**

Director of Engineering Carr spoke to reports available outlining the Community Investment Program updates. Mr. Carr stated for the current fiscal year, there are 5 water projects, 7 sewer projects, 6 drainage projects, and 28 paving projects at a total cost of \$69 million. He highlighted the Spring Creek Parkway/Custer Road roadway alignment improvements, alleyway reconstruction projects, the Custer Pump Station project, and a combined sanitary sewer/drainage project to provide erosion control by sewer line supports. Mr. Carr spoke to working with contractors and homeowners to minimize interruption when working on street repair projects in residential areas. He reported on street improvements on 14<sup>th</sup> Street, 15<sup>th</sup> Street, and Independence Parkway.

### **Council items for discussion/action on future agendas**

Mayor Pro Tem Smith requested an update on the Love Where You Live program.

### **Consent and Regular Agendas**

City Manager Glasscock requested that Consent Agenda Item "O" pulled for individual consideration.

Nothing further was discussed. Remaining items were presented during the Regular meeting. Mayor Pro Tem Smith adjourned the meeting at 6:58 p.m.

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**Harry LaRosiliere, MAYOR**

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**Lissa Smith, MAYOR Pro Tem**

ATTEST

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL**  
**April 28, 2014**

**COUNCIL MEMBERS PRESENT**

Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Pat Miner  
André Davidson  
Jim Duggan  
Patrick Gallagher  
David Downs

**COUNCIL MEMBERS ABSENT**

Harry LaRosiliere, Mayor

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor Pro Tem Smith convened the Council into the Regular Session on Monday, April 28, 2014, at 7:04 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Council Member David Downs led the invocation and Plano Police Explorer Post 911 led the Pledge of Allegiance.

Mayor Pro Tem Smith presented a Re-Accreditation certificate to the Building Inspections Department and administered the Oath of Office to Frederick Bemenderfer of the Plano Housing Authority.

**Comments of Public Interest**

No one appeared to speak.

**CONSENT AGENDA**

City Manager Glasscock requested that Consent Agenda Item "O" be pulled for individual consideration.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Downs, the Council voted 7-0 to approve and adopt all remaining items on the Consent Agenda as recommended and as follows:

**Approval of Minutes** (Consent Agenda Item “A”)

April 5, 2014  
April 14, 2014

**Approval of Expenditures**

**Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)**

**CSP No. 2014-116-B** for the purchase of an Animal Services Multi-Purpose Trailer from Deerskin Manufacturing, Inc. in the amount of \$168,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2014-154-C** for a one (1) year contract with three (3) optional one year renewals for Annual Supply of Herbicides, Insecticides and Miscellaneous Chemicals for the Parks and Recreation Department to Winfield Solutions, Helena Chemical Company, Howard Fertilizer and Chemical, Agrium Advanced Technologies, Red River Specialties, Inc. and John Deere Landscapes in the total estimated annual amount of \$200,179 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2014-150-B** for the Dog Park Renovation at Jack Carter Park to North Rock Construction, LLC in the amount of \$496,133 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**Approval of Contract Modification**

To approve and authorize the First Modification to the Interlocal Cooperation Agreement, by and between the City of Plano, Texas, the City of Allen, Texas, and the City of The Colony, Texas, modifying Paragraph 3.01 of the existing agreement to add three (3) additional Talkgroups to the PAWM system; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “E”)

**Approval of Change Order**

To Jim Bowman Construction Company, L.P., increasing the contract by \$132,237 for the 2011-12 Residential Concrete Pavement Rehab, Zone J3, Project No. 6229, Change Order No. 2, Bid No. 2013-40-B. (Consent Agenda Item “F”)

**Approval of Expenditure**

To approve the purchase of software support and maintenance services for CommandPoint Record Management System (RMS) and the Automated Field Reporting (AFR) from Northrop Grumman Systems Corporation, the sole source provider, in the five year total amount of \$1,617,517 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

### **Adoption of Resolutions**

**Resolution No. 2014-4-7(R):** To repeal Resolution No. 2010-3-10(R) which adopted the City of Plano Water Management Plan; adopting a new Water Management Plan for the City of Plano, Texas, to promote responsible use of water and to provide for best management practices resulting in on-going, long term water savings; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “H”)

**Resolution No. 2014-4-8(R):** To authorize The Great Update Rebate program related to housing improvement financial incentives; and providing an effective date. (Consent Agenda Item “I”)

**Resolution No. 2014-4-9(R):** To certify funding and support for the 2014 Transportation Alternatives Program with the North Central Texas Council of Governments and the Texas Department of Transportation; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the North Central Texas Council of Governments and the Texas Department of Transportation for the purpose of participating in the 2014 Transportation Alternatives Program; and providing an effective date. (Consent Agenda Item “J”)

**Resolution No. 2014-4-10(R):** To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas, and Tollway-121 Partners, Ltd, (“Company”) a Texas limited partnership, duly organized and existing under the laws of the State of Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

**Resolution No. 2014-4-11(R):** To approve the terms and conditions of an Agreement by, between, and among the City of Plano, Texas, the City of Allen, Texas, and the City of The Colony, Texas, acting by and through their respective duly authorized officials, for the purpose of providing and procuring dispatch center support resources, personnel, and equipment in accordance with the terms and conditions of the Agreement; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “L”)

### **Adoption of Ordinances**

**Ordinance No. 2014-4-12:** To amend Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Corporate Drive, International Parkway, Mapleshade Lane, and Midway Road within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “M”)

**Ordinance No. 2014-4-13:** To amend Sections 21-53 through 21-60.2 of Article II, Division 4, Drought and Emergency Response Plan, of Chapter 21, Utilities of the Code of Ordinances of the City of Plano to identify the authority of the City to declare drought and emergency stages and applicable requirements, correct errors and inconsistencies, and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date. (Consent Agenda Item “N”)

#### **END OF CONSENT**

**Ordinance No. 2014-4-14:** To authorize the issuance of “City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2014,” specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of certain outstanding obligations of the City; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date. (Consent Agenda Item “O”)

City Manager Glasscock spoke to the bond issuance stating through a competitive bidding process, \$29,325,000 in bonds were awarded to JP Morgan Securities at 2.815608% interest rate.

Upon a motion made by Council Member Miner and seconded by Council Member Davidson, the Council voted 7-0 to authorize the issuance of “City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2014” and further to adopt Ordinance No. 2014-4-14.

#### **Dallas North Tollway Frontage Road – Plano Parkway to Park Boulevard Update**

Director of Engineering Carr stated the North Texas Tollway Authority completed a value study of the section of the Dallas North Tollway from Keller Springs to State Highway 121 to consider operational/capacity improvements. He stated the study resulted in the need of wider, braided ramps at different levels for ease of access. Mr. Carr spoke to the constraints of providing access to commercial activity centers, no increase in traffic congestion on the service road, and minimizing the acquisition of right of way.

Mr. Carr spoke to the City’s concerns of degradation of service level during peak traffic periods and the proximity of businesses to the service road on the southbound side prevents a third lane. He provided a schematic of the proposed changes to the service roads indicating where the lanes will change from three to two lanes and back to three lanes. Mr. Carr stated the capacity of roadway is based on the number of lanes at the intersections and that the number of lanes at the intersections will not change. He advised engineers and staff have reviewed the project and support moving forward. Mr. Carr clarified the location of the lanes to be changed and the toll areas.

## **Plano Tomorrow Update – Comprehensive Plan Revision**

Comprehensive Planning Manager Schwarz spoke to the revision of the existing plan created in 1986 and in 2009 Staff started revision process and which stalled due a reduction in staff and a change in priorities during the economic downturn. She stated in 2013 the process was restarted through public outreach programs finding out what was important to Plano residents and that a summary was presented to the Council in January 2014. Ms. Schwarz spoke to the Planning and Zoning Commission's role as the steering committee for plan update development and the topics covered to date. She stated the Commission has covered a vision statement, regional matters, the natural environment, the economic environment, and quality of life. The Council provided direction to Ms. Schwarz to return periodically with presentations at Preliminary Open Meetings on the major changes and topics.

**Public Hearing and adoption of Ordinance No. 2014-4-15** as requested in Zoning Case 2014-02 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to amend Planned Development-20-Mixed-Use on 135.3± acres of land located at the northeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, to modify the development standards related to Multifamily Residence; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Catalyst Urban Development (Regular Agenda Item "1")

Director of Planning Day spoke to the current uses of Planned Development-20-Mixed-Use and the remaining undeveloped 5.5 acres. She stated the request is to modify the current density requirements to allow for 350 multifamily residential units surrounding a parking structure equating to 63 units per acre. Ms. Day spoke to the secondary request of modifying the roof pitch requirement from 6:12 to 3:12. Ms. Day advised that the Planning & Zoning Commission recommended the item for approval as follows: (Additions are indicated in underlined text.)

### 1. Sub-Area A (Preston Rd. Mixed-Use)

#### a. Uses Permitted

i. By Right: All those uses permitted in the Retail, Office-2 districts, one regional theater and single-family attached residences. South of Towne Square Drive, a maximum of 350 multifamily residential units are permitted, and are exempt from the requirements stated in 1.a.ii.

ii. By Specific Use Permit: All those uses permitted by specific use permit in the Retail and Office-2 districts, plus multifamily. Multifamily residential units are limited to the second floor and above and may not exceed 10% of total floor area in Sub-Area A.

**Ordinance No. 2014-4-15 Con't.**

6. Architecture and Landscape Design - General Requirements

h. Building Design

i. Except for a flat roof screened by a parapet, the minimum pitch of the primary roof shall be 6:12 or greater. Roof extensions over doorways, balconies, and porches may be of any pitch, except as noted below:

1. The minimum pitch of the primary roof shall be 3:12 or greater for multifamily buildings in Sub-Area A, south of Towne Square Drive.

Mayor Pro Tem Smith opened the Public Hearing. Paris Rutherford of Catalyst Urban Development spoke to the partnership with LandPlan Development on the project. He spoke to amenities of the multi-family development which include a resort style pool, dog park, yoga lawn, club room, fitness center and community garden providing a luxurious living lifestyle for the expected mid-career resident. Mr. Rutherford stated for aesthetic purposes, a variance to the roof pitch requirement of 6:12 to 3:12 is requested. He presented a rendering of the proposed development. Deputy Mayor Pro Tem Harris spoke to the density minimum and structured garage area. Mr. Rutherford responded to Council Member Downs regarding the amenities and the targeted demographic. No one spoke else for or against. Mayor Pro Tem Smith closed the Public Hearing.

A motion was made by Council Member Downs and seconded by Council Member Gallagher to amend Planned Development-20-Mixed-Use on 135.3± acres of land located at the northeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, to modify the development standards related to Multifamily Residence; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-02, further amending the recommendation to include a minimum of 40 units per acre and a maximum of 350 multifamily residential units are permitted if structured parking is included; and further to adopt Ordinance No. 2014-4-15. The Council voted 6-1 with Deputy Mayor Pro Tem Harris voting in opposition. The motion carried.

**Public Hearing and adoption of Ordinance No. 2014-4-16** Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-06 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 647 so as to allow the additional use of Automobile Leasing/Renting on 0.1± acre of land located 205± feet north of Granite Parkway and 517± feet east of the Dallas North Tollway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Enterprise Holdings (Regular Agenda Item "2")

**Ordinance No. 2014-4-16 Con't.**

Director of Planning Day spoke to the applicants request for a specific use permit for Automobile Leasing/Renting in a lease space in Granite Park facing the Dallas North Tollway. She stated there will be dedicated spaces in the parking garage to accommodate the vehicles and surplus parking is available that exceeds the City's minimum requirement. Ms. Day advised that the Planning and Zoning Commission recommended the item for approval as submitted.

Heath Middleton and Matthew Marshall representing Enterprise Holdings were available for questions.

Mayor Pro Tem Smith opened the Public Hearing. No one spoke for or against. Mayor Pro Tem Smith closed the Public Hearing.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Miner, the Council voted 7-0 to grant Specific Use Permit No. 647 so as to allow the additional use of Automobile Leasing/Renting on 0.1± acre of land located 205± feet north of Granite Parkway and 517± feet east of the Dallas North Tollway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-06; and further to adopt Ordinance No. 2014-4-16.

**Public Hearing and adoption of Ordinance No. 2014-4-17** as requested in Zoning Case 2014-07 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 648 so as to allow the additional use of Automobile Leasing/Renting on 0.1± acre of land located 165± feet south of State Highway 121, and 510± feet west of Granite Parkway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Enterprise Holdings

Director of Planning Day spoke to the applicants request for a specific use permit for Automobile Leasing/Renting in a lease space in Granite Park facing the Sam Rayburn Tollway and that it is the same applicant as in the previous request but a different lease space. She stated there will be dedicated spaces in the parking garage to accommodate the vehicles and surplus parking is available that exceeds the City's minimum requirement. Ms. Day advised that the Planning and Zoning Commission recommended the item for approval as submitted.

Mayor Pro Tem Smith opened the Public Hearing. No one spoke for or against. Mayor Pro Tem Smith closed the Public Hearing.

Upon a motion made by Council Member Miner and seconded by Council Member Duggan, the Council voted 7-0 to grant Specific Use Permit No. 648 so as to allow the additional use of Automobile Leasing/Renting on 0.1± acre of land located 165± feet south of State Highway 121, and 510± feet west of Granite Parkway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-06; and further to adopt Ordinance No. 2014-4-17.

Nothing further was discussed. Mayor Pro Tem Smith adjourned the meeting at 7:54 p.m.

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**Lissa Smith, MAYOR PRO TEM**

ATTEST

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Lisa C. Henderson, City Secretary



# 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:		5/12/2014			
Department:		Technology Services			
Department Head		David Stephens			
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>					
<b>CAPTION</b>					
CSP 2014-111-C for a 5 year contract with 2 City optional 2 year renewals, for Print Management Services to NovaCopy, Inc. in the estimated annual amount of \$162,444, or an estimated amount of \$812,220 over a five year period, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	40,611	771,609	<b>812,220</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-40,611	-771,609	<b>-812,220</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):     VARIOUS FUNDS</b>					
<p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made from each department based on need and within the approved budget appropriations for each year of the contract. The estimated total contract amount is \$812,220 and covers a (5) five-year period, overlapping fiscal years. The estimated amount is \$40,611 for the remainder of 2013-14, \$162,444 for 2014-15, 2015-16, 2016-17, and 2017-18, and \$121,833 for 2018-19.</p> <p><b>STRATEGIC PLAN GOAL:</b> Annual contracts for print management services and copiers relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The Technology Services staff recommends the purchase of Print Management Services from NovaCopy, Inc. in the estimated annual amount of \$162,444 or an estimated amount over a five year period of \$812,220. This contract will include the equipment, software, and maintenance services for copy, print, scan and fax capabilities. This will replace the current contract for multi-function devices, which expires in July, 2014.</p>					



# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Memorandum CSP Recap	Other Departments, Boards, Commissions or Agencies



# Memorandum

**Date:** April 24, 2014  
**To:** Diane Palmer-Boeck, Purchasing Manager  
**From:** David Stephens, Director Technology Services  
**Subject:** Award for CSP 2014-111-C for Print Management

Technology Services proposes procuring Print Management services from NovaCopy, Inc. NovaCopy was selected as the preferred provider of print management services for the City of Plano in response to CSP 2014-111-C. NovaCopy will be supplying and maintaining multi-function devices (MFD's) that will replace existing copiers and also provide copier, printing, scanning and faxing capabilities.

There are currently 92 copiers and over 360 networked and stand-alone printers throughout the City of Plano facilities. Over the next three years, the goal of this managed print service contract is to reduce the number of network and stand-alone printers and utilize more multi-function devices. The cost to print an individual page from an MFP device is significantly lower than the cost to print from a network or desktop printer. The cost per page ranges from \$.069 from an MFD device to over \$.18 from a desktop printer. Based on an estimated volume of 3.8 million pages printed per year, the cost savings can be substantial.

There were nine respondents to CSP 2014-111-C and NovaCopy was selected as having the highest overall scores for cost and technical features. They were the third lowest provider when looking at the estimated costs over the five year contract term. The estimated cost per year is \$162,444, which lead to a five year total of \$812,220. This estimate is based on the existing number of multi-function devices that will be replaced but the amount may increase depending upon the speed at which we can migrate network and stand-alone printers to MFD's.

The current contract for copier maintenance, at an annual rate of \$180,000, expires in July 2014. Therefore, if we do not enter into this agreement with Novacopy we may lose the ability to have copier functionality at our City facilities. The new contract is also at a lower rate than the existing contract.

**CITY OF PLANO  
CSP RECAP  
CSP NO. 2014-111-C  
FOR PRINT MANAGEMENT**

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**CSP opening Date/Time:** February 17, 2014 at 3:00 PM

**Number of Vendors Notified:** 1476

**Vendors Submitting "No Bids":** 0

**Number of Proposals Considered:** 9

	Estimated 5 Year Amount
Canon Solutions America, Inc.	\$1,513,079
Denitech Corporation, Inc.	\$ 877,870
DOCUmentation of North Texas	\$ 422,014
ImageNet Consulting, LLC	\$ 862,493
Konica Minolta Business Solutions U.S.A., Inc.	\$ 878,331
NovaCopy, Inc.	\$ 812,220
Ricoh USA, Inc.	\$1,216,860
Sun Print Management	\$1,969,080
Toshiba Business Solutions, Inc.	\$ 519,180

**Proposals Received - Not Considered:** 0

**Recommended Vendor(s):**

NovaCopy, Inc. \$812,220

*Dianna Wike*

April 22, 2014

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Dianna Wike, Contract Specialist

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DATE



# 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:		5/12/2014			
Department:		Technology Services			
Department Head		David Stephens			
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>					
<b>CAPTION</b>					
CSP 2014-139-C for a 3 year contract with two City optional 1 year renewals, for Camera Installation Services, Software and Maintenance to Sigma Surveillance, Inc. d/b/a STS360 in the estimated amount of \$546,725, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14, 2014-15, 2015-16, 2016-17, 2017-18</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	212,610	334,115	<b>546,725</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-212,610	-334,115	<b>-546,725</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    TECHNOLOGY FUND, TECHNOLOGY SERVICES FUND</b>					
<p><b>COMMENTS:</b> Funds are available in the 2013-14 Technology Fund project budget for the purchase, installation, maintenance and VidSys integration services for the video surveillance project for municipal facilities. The estimated amount to be spent in FY 2013-14 from the Technology Fund is \$212,610. Future camera purchases and support services under this contract are estimated at \$334,115 from the Technology Fund and the Technology Services Fund (\$133,468 for 2014-15; \$107,177 for 2015-16; and \$46,735 for both 2016-17 and 2017-18), and will be expensed within the annual budget appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Purchasing video surveillance equipment, maintenance and integration services relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The Technology Services staff recommends the purchase of Camera Installation Services, Software and Maintenance from Sigma Surveillance, Inc. d/b/a STS360, in the estimated three year cost of \$546,725. This will establish a 3 year contract with two City optional 1 year renewals. The initial procurement is for the installation of 55 cameras at the Haggard Library with an additional installation of over 300 cameras during the next three years at various City facilities.</p>					



# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Memorandum CSP Recap	Other Departments, Boards, Commissions or Agencies



# Memorandum

**Date:** April 16, 2014  
**To:** Diane Palmer-Boeck, Purchasing Manager  
**From:** David Stephens, Director Technology Services  
**Subject:** Camera Installation Services, Software, and Maintenance Procurement

Technology Services proposes procuring Camera Installation Services, Software, and Maintenance Services from Sigma Surveillance, Inc. d/b/a STS360. The City of Plano desires to purchase Sony cameras, installation services, maintenance and VidSys integration services from STS360. This procurement represents the installation of 55 cameras at Haggard Library with an additional installation of over 300 cameras during the next three years at various City facilities.

STS360 is a certified Sony reseller and was selected from five respondents to CSP 2014-139-C. STS360 did not provide the lowest cost proposal but had the highest overall scores when looking at the combination of cost and technical features. The references that STS360 provided, especially for public sector clients, were superior to the other respondents. STS360 also elaborated about their services for public sector customers.

The total estimated cost of this contract over its five year duration is \$546,725.40. The following table shows the anticipated expenditures for each of the next five years broken down by camera installation and maintenance costs.

Fiscal Year	Camera Installation and Year 1 maintenance	Prior Year Maintenance	Total Expenditure
2013-14	\$212,610.45	\$0	\$212,610.45
2014-15	\$107,940.69	\$25,527.45	\$133,468.14
2015-16	\$68,689.53	\$38,487.54	\$107,177.07
2016-17	\$0	\$46,734.87	\$46,734.87
2017-18	\$0	\$46,734.87	\$46,734.87
Total	\$389,240.67	\$157,484.73	\$546,725.40

If the City were not to procure camera installation services from STS360 then Technology Services would have to issue bid notices for every camera installation and ultimately have to manage multiple contracts for support of our Sony cameras. This could lead to increased installation times and varying levels of support for departments based on the maintenance provider.

**CITY OF PLANO  
CSP RECAP  
CSP NO. 2014-139-C  
FOR CAMERA INSTALLATION SERVICES, SOFTWARE AND  
MAINTENANCE**

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**CSP opening Date/Time:** March 20, 2014 at 3:00 PM

**Number of Vendors Notified:** 3585

**Vendors Submitting "No Bids":** 1

**Number of Proposals Considered:** 5

American Surveillance Co. Inc.	\$282,162
Convergint Technologies	\$440,507
Entech Sales and Service	\$990,573
G4S Technology LLC	\$600,845
Sigma Surveillance d/b/a STS360	\$546,725

**Proposals Received - Not Considered:** 0

**Recommended Vendor(s):**

Sigma Surveillance d/b/a STS360	\$546,725
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*Dianna Wike*

April 21, 2014

\_\_\_\_\_  
Dianna Wike, Contract Specialist

\_\_\_\_\_  
DATE



# CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	5/12/2014
Department:	Technology Services
Department Head	David Stephens
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>	

### CAPTION

To approve the purchase of Software Maintenance and Support Services, for one (1) year with three (3) City optional one (1) year renewals, for JD Edwards and PeopleSoft Software, in the estimated annual amount of \$375,515, from Oracle America, Inc. through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2539)

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
<b>2013-14; 2014-15; 2015-16; 2016-17</b>				
Budget	0	3,291,924	1,126,545	<b>4,418,469</b>
Encumbered/Expended Amount	0	-2,354,380	0	<b>-2,354,380</b>
This Item	0	-375,515	-1,126,545	<b>-1,502,060</b>
<b>BALANCE</b>	<b>0</b>	<b>562,029</b>	<b>0</b>	<b>562,029</b>

**FUND(S): TECHNOLOGY SERVICES FUND**

**COMMENTS:** Annual expenditures for the maintenance and support of the JD Edwards and PeopleSoft software are included in the annual operating budget for Technology Services. This item totals an estimated \$1,502,060 and covers a (4) four-year period. This maintenance contract overlaps fiscal years. The estimated annual amount to be spent in FY 2013-14 for this contract is \$375,515. The estimated future amount is \$1,126,545, (\$375,515 in FY 2014-15 through FY 2016-17) and will be based on need within annual budget appropriations. The remaining 2013-14 budget amount will be used for other operating expenditures related to maintenance agreements.

**STRATEGIC PLAN GOAL:** Contracts for software maintenance and support relate to the City's Goal of Financially Strong City with Service Excellence.

### SUMMARY OF ITEM

Technology Services staff recommends approval of the purchase of software maintenance and support services for one (1) year with three (3) City optional one (1) year renewals, for JD Edwards and PeopleSoft software. The City uses these applications to manage its financial, payroll and human resource functions. Maintenance and support services would be provided by Oracle America, Inc., the owner of the source code and intellectual property rights to these applications, utilizing their DIR (Department of Information Resources) contract, in the estimated annual amount of \$375,515. The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring



# CITY OF PLANO COUNCIL AGENDA ITEM

local governments to seek competitive bids for items. (DIR-TSO-2539)

List of Supporting Documents:  
Memorandum

Other Departments, Boards, Commissions or Agencies



# Memorandum

**Date:** April 25, 2014  
**To:** Diane Palmer-Boeck, Purchasing Manager  
**From:** David Stephens, Director Technology Services  
**Subject:** Renewal of Oracle Software Maintenance and Support

Technology Services proposes purchasing software support and maintenance from Oracle America Inc, for our JDEdwards and PeopleSoft applications. The City of Plano uses these applications to manage its financial, payroll and human resource functions. Oracle America Inc is the developer and owner of the source code and intellectual property rights to the two applications listed above.

Oracle America Inc. has an agreement with the State of Texas Department of Information Resources to provide software maintenance and support under contract DIR-TSO-2539. The City of Plano agreement with Oracle America Inc in FY 2013-14, with three annual renewals, would be an estimated annual amount of \$375,515.48.

The software maintenance and support that Oracle America Inc. would provide includes fixes to the software, tax updates to the software for payroll purposes, the ability to upgrade the applications to new versions, and access to support personnel in the event of systems failures. These functions are critical to ensuring the integrity and continued operations of the financial and human resource functional areas.



**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:	05/12/14
Department:	Engineering
Department Head:	Jack Carr, P.E.
Agenda Coordinator (include phone #): <b>Kathleen Schonke (7198)</b>	
<b>Project No. 6432</b>	

**CAPTION**

To approve an Engineering Services Agreement by and between the City of Plano and Half Associates, Inc., in the amount of \$398,095, for the White Rock Creek & Prairie Creek Sewer Mains Rehabilitation project and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2013-14</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	435,000	0	<b>435,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-398,095	0	<b>-398,095</b>
BALANCE	<b>0</b>	<b>36,905</b>	<b>0</b>	<b>36,905</b>

FUND(S): **SEWER CIP**

**COMMENTS:** Funds are available in the 2013-14 Sewer CIP. This item, in the amount of \$398,095, will leave a current year balance of \$36,905 available for further work related to the White Rock Creek & Prairie Creek Sewer Mains Rehabilitation.

**STRATEGIC PLAN GOAL:** Preparing engineering plans for the rehabilitation of existing sewer mains relates to the City's Goal of Strong Local Economy and Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

This agreement is for the professional engineering services required to prepare engineering design plans for the White Rock Creek & Prairie Creek Sewer Mains Rehabilitation project. This project includes the trenchless rehabilitation design of approximately 16,800 feet of 24 to 36 inch sanitary sewer of the White Rock Creek sewer interceptor from Spring Creek Parkway to Plano Parkway and approximately 2,200 linear feet of 21 inch sewer main parallel to Prairie Creek from south of Park Boulevard to 15<sup>th</sup> Street.

**BASIC SERVICES**

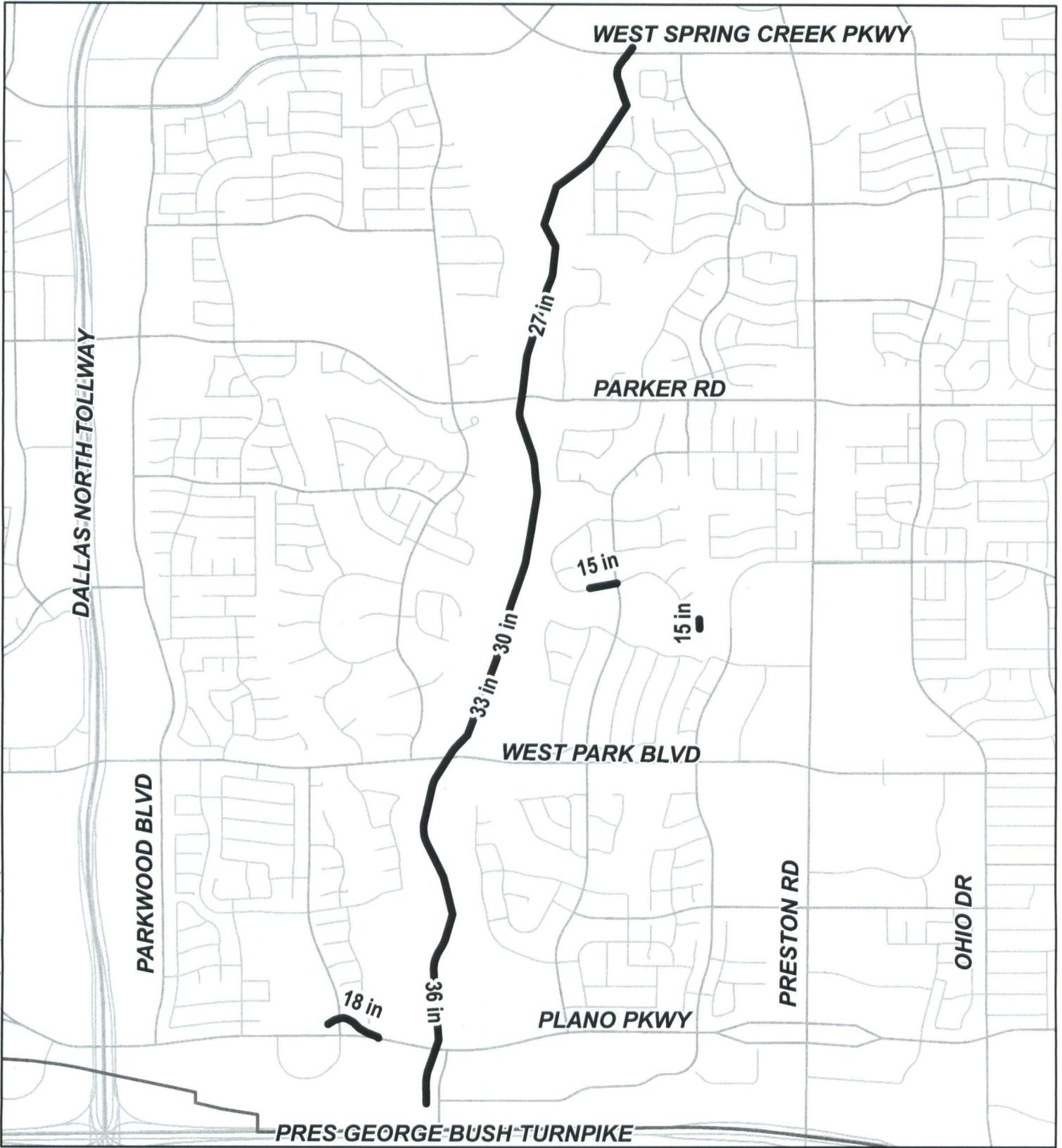
<u>TASK</u>	<u>ESTIMATED BUDGET</u>
PROJECT MANAGEMENT.....	\$16,308
RESEARCH AND DATA COLLECTION.....	\$6,464
BASE MAPPING.....	\$23,488
PRELIMINARY DESIGN.....	\$133,381
FINAL DESIGN.....	\$99,652



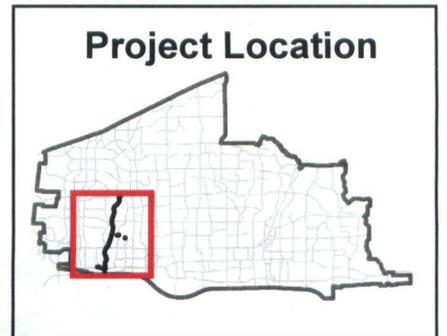
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

BID PHASE SERVICES.....		\$21,834
CONSTRUCTION ADMINISTRATION.....		\$22,688
<b>BASIC SERVICES TOTAL .....</b>		<b>\$323,815</b>
<b>SPECIAL SERVICES</b>		
<u>TASK</u>		<u>ESTIMATED BUDGET</u>
CITY DIRECTED SERVICES.....		\$74,280
<b>SPECIAL SERVICES TOTAL.....</b>		<b>\$74,280</b>
<b>TOTAL FEE</b>		<b>\$398,095</b>
<a href="https://maps.google.com/maps?q=Willow+Bend+Drive+%26+Parker+Road,+Plano,+TX&amp;hl=en&amp;ll=33.091706,-97.022719&amp;sspn=0.745548,1.454315&amp;t=h&amp;hnear=W+Parker+Rd+%26+Willow+Bend+Dr,+Plano,+Texas+75093&amp;z=16">https://maps.google.com/maps?q=Willow+Bend+Drive+%26+Parker+Road,+Plano,+TX&amp;hl=en&amp;ll=33.091706,-97.022719&amp;sspn=0.745548,1.454315&amp;t=h&amp;hnear=W+Parker+Rd+%26+Willow+Bend+Dr,+Plano,+Texas+75093&amp;z=16</a>		
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies	
Location Map; Engineering Services Agreement	N/A	

sharif 4/30/2014 C:\Analysis\Projects\Engineering\Locator\Map\_Agenda\04-29-14\_SewerMainsRehab\SewerMainsRehab.mxd



**White Rock Creek & Priage Creek  
Sewer Mains Rehabilitation  
Project No. 6432**



**WHITE ROCK CREEK & PRAIRIE CREEK SEWER MAINS REHABILITATION**

**PROJECT NO. 6432**

**ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **HALFF ASSOCIATES, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **WHITE ROCK CREEK & PRAIRIE CREEK SEWER MAINS REHABILITATION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

**NOW, THEREFORE**, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**I. Employment of the Engineer**

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

**II. Scope of Services**

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

### **III. Schedule of Work**

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

### **V. Information to be Provided by the City**

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

### **VI. Insurance**

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

## VII. INDEMNITY

THE ENGINEER 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 ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, 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 ENGINEER 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 ENGINEERS. 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.

ENGINEER 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 ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER 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 ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

### **VIII. Independent Contractor**

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

### **IX. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

### **X. Audits and Records/Prohibited Interest**

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

### **XI. Contract Termination**

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to

compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

## **XII. Engineer's Opinion of Probable Construction Costs**

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

## **XIII. Ownership of Documents**

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

## **XIV. Complete Contract**

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

## **XV. Mailing of Notices**

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano  
Attn: Shahrzad Tavana, P.E.  
Engineering Department  
P.O. Box 860358  
Plano, TX 75086-0358

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Halff Associates, Inc.  
Attn: Tony Almeida, PE  
1201 N. Bowser Road  
Richardson, TX 75081-2220

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

#### **XVI. Miscellaneous**

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

DATE: April 18, 2014

**HALFF ASSOCIATES, INC.**

A Texas Corporation

BY: 

Patrick Lee Acker, PE, RPLS  
VICE PRESIDENT

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

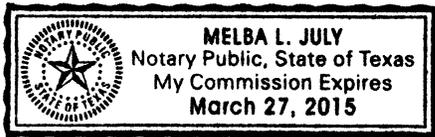
**APPROVED AS TO FORM:**

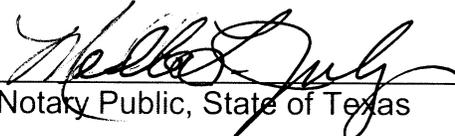
\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 18th day of April, 2014, by **PATRICK LEE ACKER, PE, RPLS, VICE PRESIDENT**, of **HALFF ASSOCIATES, INC.**, a **TEXAS** 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 municipal corporation.

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

## EXHIBIT A

### SCOPE OF SERVICES FOR WHITE ROCK CREEK & PRAIRIE CREEK SEWER MAINS REHAB CITY OF PLANO, TX PROJECT No. 6432

#### PROJECT DESCRIPTION:

This project includes professional engineering services for the trenchless rehabilitation design of approximately 16,800 feet of 24 to 36-inch sanitary sewer interceptor running adjacent to and crossing White Rock Creek from Spring Creek Parkway to Plano Parkway. Rehabilitation design also includes approximately 837 feet of 18-inch sewer main parallel to Plano Parkway and crossing Mira Vista Boulevard, 514 feet of 15-inch sewer main west of the intersection of Seascape Lane and Winding Hollow Lane, 158 linear feet of 15-inch sewer main perpendicular to Seascape Lane, and 2,200 linear feet of 21-inch sewer main parallel to Prairie Creek from south of West Park Boulevard to 15<sup>th</sup> Street. According to the City of Plano GIS records, 30 manholes exist along the White Rock Creek interceptor, an estimated six manholes exist along the Prairie Creek interceptors, and seven manholes exist within the limits of the individual collector mains to be rehabilitated. These estimated 43 total manholes are planned to be rehabilitated as part of this project. The White Rock Creek interceptor traverses private property, including Gleneagles Country Club.

#### I. BASIC SERVICES:

This project shall be designed in accordance with the City of Plano (City) standards, including the following:

- Geodetic Monumentation Manual
- Manual for Right-of-Way Management
- Erosion & Sediment Control Manual
- Thoroughfare Standards Rules & Regulations
- Manual for the Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Barrier Free Ramp Details
- NCTCOG Standard Specifications for Public Works Construction
- Special Provisions to Standard Specifications for Public Works Construction

**A. Project Management –**

1. Prepare a monthly progress report that will be provided to the City's Project Manager and all team members. The progress report will summarize the progress for the month, outline key tasks for the upcoming month, identify outstanding issues, and assign responsibility. Project quality reviews will be conducted throughout the project.

**B. Research and Data Collection –**

1. Conduct one (1) meeting with the City engineering staff and obtain pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, existing and master plan flow data, vertical control monuments, and other information available for the project area.
2. Conduct one (1) meeting with the City Project Manager to perform an on-site review and walk through. Prepare written documentation of meeting and distribute to the City's Project Manager and all team members.

**C. Base Mapping –**

1. Prepare base map using aerial photography, record drawings and GIS data provided by the City. Existing utility companies in the area shall be referenced by utility name (i.e. T.U. Elec., GTE Telephone, Lone Star Gas, Etc.) if known to be conflicting with the rehabilitation of the sewer. Utilities known to be in conflict will be shown based on data provided by the City and utility companies. Locating existing utilities in the field is not included. Identify street address of all adjacent properties to the proposed construction and label accordingly on the base map. Incorporate record drawings for the horizontal alignment of the existing sanitary sewer line (as provided by the City).
2. Field locate tops and tie measure down depth on all manholes.

**D. Preliminary Design –**

1. Evaluate three rehabilitation trenchless technologies and prepare technical memorandum with recommendations
  - Cured in place pipe
  - Spiral wound relining
  - Segmented pipe lining and/or pipe bursting
2. Conduct one (1) pre-design meeting with golf course and City staff. Provide schematic drawing during meeting. Perform a site walk with golf course representatives to identify potential golf course access points and proposed bypass pipeline corridors. Prepare written documentation of meeting and distribute to the City's Project Manager.
3. Conduct up to three (3) pre-design meetings with HOA representatives, individual residents, and City staff to notify of impending project and discuss proposed bypass pipeline corridors. Prepare written documentation of meeting and distribute to the City's Project Manager.

4. Prepare and submit four (4) sets of preliminary bid documents, preliminary estimate of probable construction cost, and preliminary bid and construction schedule in accordance with the approved rehabilitation technology. Halff will incorporate comments from technical memorandum.
  - a. Prepare the following preliminary construction plans at the engineering scale indicated.
    - Cover sheet
    - Project layout control sheet(s). Scale 1"= 100'
    - General Notes
    - Quantities of materials
    - Detail sheets
    - Construction Access, including equipment routes to proposed insertion manholes or pits.
    - Plan sheets. Drawings will be 11"x17" with a typical horizontal scale 1"= 40'. Plan sheets will include by-pass pumping schematics with pipe alignment.
  - b. Prepare and submit an outline of special technical specifications, specifically addressing special needs of golf course, Homeowner's Association (HOA), and individual residences.
  - c. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
  - d. Provide proposed bid and construction schedule to City.
5. Conduct one (1) meeting with City staff to discuss City comments on preliminary plans, specifications and cost estimates. City will distribute preliminary plans to local utility companies to obtain information regarding impacts to their facilities.
6. Conduct up to two (2) meetings with golf course and City staff. Provide preliminary design drawings and discuss proposed construction access and bypass layout. Prepare written documentation of meeting and distribute to the City's Project Manager.

#### **E. Final Design –**

1. Finalize and submit four (4) sets of pre-final construction plans, special technical specifications and special conditions, draft bid schedule, and final statement of probable construction cost to the City for review. Finalize standard and project specific details into the construction plans. Prepare additional details as required. Incorporate preliminary plan comments from City and local utility companies.
2. Conduct one (1) meeting with City staff to discuss City comments on preliminary plans, specifications and cost estimates. City will distribute preliminary plans to local utility companies to obtain information regarding impacts to their facilities.

3. Conduct up to two (2) meetings with North Texas Municipal Water District (NTMWD) and City staff to discuss construction access, project limits, and pre-final plans. Prepare written documentation of meeting and distribute to the City's Project Manager.
4. Conduct up to two (2) meetings with HOA representatives, individual residents, and City staff to discuss expectations during construction. Prepare written documentation of meeting and distribute to the City's Project Manager.
5. Conduct up to two (2) meetings with golf course and City staff. Provide pre-final design drawings and discuss remaining issues, final bypass layout, technical specifications, and expectations during construction. Prepare written documentation of meeting and distribute to the City's Project Manager.

**F. Bid Phase Services –**

1. Submit one (1) set of final drawings, two (2) bound copies of the bid documents, one (1) unbound original bid document set, and one (1) electronic copy of bid documents in PDF format to the City.
2. Assist the City staff in advertising for bids. Maintain a list of plan holders. Submit list of plan holders to the City.
3. Furnish bid documents to prospective bidders. The cost for these shall be recouped by non-refundable payment from contractors. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff in conducting a pre-bid conference.
6. Assist City staff at bid opening.
7. Provide bid tabulation to the City. Evaluate the low and second low bidders. Prepare letter of recommendation to the City for awarding a contract to the lowest responsible bidder.

**G. Construction Administration –**

1. Assist City staff in a pre-construction conference.
2. Furnish 13 sets of final construction plans and up to six sets of the contract documents manual to the City for construction.
3. Provide written responses to requests for information or clarifications.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and an electronic copy containing scanned images of the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any

post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

## II. SPECIAL SERVICES:

### A. City Directed Services –

The following services will be provided on an as-needed basis as directed by the City Project Manager.

1. Easement Surveying –
  - a. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project. Submit to the City with the preliminary plan submittal.
  - b. Meet with the City staff to discuss easement and right-of-way acquisition necessary for construction of the project.
  - c. Prepare four (4) metes and bounds descriptions and temporary construction easement exhibits. Submittals include one preliminary set for review and one final set addressing City comments.
  - d. Prepare four (4) metes and bounds descriptions and permanent easement exhibits. Submittals include one preliminary set for review and one final set addressing City comments. Set new iron pins as required to locate new permanent easements.
2. Attend up to six (6) public meetings as required, in addition to those explicitly listed in the Basic Services with the golf course, Homeowner's Association, and NTMWD. Meetings could include additional meetings with the golf course, HOA, and NTMWD or meetings with individual residences as directed by the City's Project Manager. Prepare written documentation of meeting and distribute to the City's Project Manager.
3. Provide up to eight (8) total construction progress site visits by the design engineer with a written observation report submitted to the City for each visit.

## **EXCLUSIONS:**

### **A. The following is a list of items which are not included in this proposal, but can be provided by Halff Associates, if needed.**

- CCTV Inspection
- Condition Assessment of existing pipe.
- Geotechnical consulting services.
- Quality control and material testing services during construction.
- Environmental impact statements, permitting and/or assessments.
- Construction staking.
- Construction inspection services.
- Certification that the project is constructed in accordance with the construction documents.
- Construction administration, except as specifically identified under Section I of this proposal.
- Design of new aerial crossings.
- Stream bank stabilization and erosion control design.
- Surveying services for design, except as may be required for realignment design of the interceptor.
- Services associated with flowrate calculations, sewershed delineation, flowrate measurements, and sizing of interceptor (to be provided by the City).
- Design of lateral pipes connecting to the proposed sewer interceptor.

## **ASSUMPTIONS:**

### **A. The following is a list of assumptions Halff Associates made when establishing the scope of this project.**

- Capacity of the interceptors will be sufficient for peak flows after rehabilitation. Or, the City will provide ultimate peak master plan flows through the interceptors.

**EXHIBIT B**

**PRELIMINARY SCHEDULE FOR  
WHITE ROCK CREEK & PRAIRIE CREEK SEWER MAINS REHAB  
CITY OF PLANO, TX  
PROJECT No. 6432**

<b>Task</b>	<b>Duration</b>	<b>Start Date</b>	<b>Finish Date</b>
Plano City Council Award	0 days	Mon 5/12/14	Mon 5/12/14
Design Notice to Proceed	5 days	Mon 5/12/14	Fri 5/16/14
<b>Research and Data Collection</b>	<b>7 days</b>	<b>Tue 5/27/14</b>	<b>Wed 6/4/14</b>
Kickoff Meeting and Data Collection	1 day	Tue 5/27/14	Tue 5/27/14
Perform Site Walk with City	1 day	Wed 6/4/14	Wed 6/4/14
<b>Base Mapping</b>	<b>17 days</b>	<b>Tue 5/27/14</b>	<b>Wed 6/18/14</b>
Prepare Base Maps	10 days	Thu 6/5/14	Wed 6/18/14
Locate Manhole Tops in Field	15 days	Tue 5/27/14	Mon 6/16/14
<b>Preliminary Design</b>	<b>65 days</b>	<b>Thu 6/5/14</b>	<b>Wed 9/3/14</b>
Prepare Preliminary Rehab Options Tech Memo	5 days	Thu 6/5/14	Wed 6/11/14
City Review	5 days	Thu 6/12/14	Wed 6/18/14
Finalize Rehab Options Tech Memo	5 days	Thu 6/19/14	Wed 6/25/14
Conduct Pre-Design Meetings with Stakeholders	20 days	Thu 6/26/14	Wed 7/23/14
Prepare and Submit Preliminary Bid Documents	30 days	Thu 6/26/14	Wed 8/6/14
City Review and Meeting	10 days	Thu 8/7/14	Wed 8/20/14
Conduct Preliminary Design Review Meetings with Golf Course	10 days	Thu 8/21/14	Wed 9/3/14
<b>Final Design</b>	<b>60 days</b>	<b>Thu 9/4/14</b>	<b>Wed 11/26/14</b>
Finalize and Submit Pre-Final Bid Documents	20 days	Thu 9/4/14	Wed 10/1/14
City Review and Meeting	10 days	Thu 10/2/14	Wed 10/15/14
Conduct Final Design Review Meetings with Stakeholders	30 days	Thu 10/16/14	Wed 11/26/14
<b>Bid Phase Services</b>	<b>34 days</b>	<b>Thu 11/27/14</b>	<b>Tue 1/13/15</b>
Submit Final Bid Documents	10 days	Thu 11/27/14	Wed 12/10/14
Advertise for Bid and Prepare Addenda	18 days	Thu 12/11/14	Mon 1/5/15
Conduct Pre-Bid Conference	1 day	Fri 12/19/14	Fri 12/19/14
Receive Bids	1 day	Tue 1/6/15	Tue 1/6/15
Tabulate Bids, Research Bidders, and Provide Recommendation Letter	5 days	Wed 1/7/15	Tue 1/13/15
<b>Construction Administration</b>	<b>208 days</b>	<b>Mon 1/26/15</b>	<b>Wed 11/11/15</b>
Plano City Council Award	1 day	Mon 1/26/15	Mon 1/26/15
Prepare and Execute Construction Contract	10 days	Tue 1/27/15	Mon 2/9/15
Furnish Construction Documents	5 days	Tue 2/10/15	Mon 2/16/15
Conduct Pre-Construction Conference	1 day	Tue 2/17/15	Tue 2/17/15
Construction NTP	1 day	Wed 2/18/15	Wed 2/18/15
Construction	180 days	Thu 2/19/15	Wed 10/28/15
Respond to RFIs	180 days	Thu 2/19/15	Wed 10/28/15
Prepare Record Drawings	10 days	Thu 10/29/15	Wed 11/11/15

Duration is shown in working days. A working day is defined as Monday through Friday, excluding City of Plano Holidays.

**EXHIBIT C**

**PAYMENT SCHEDULE FOR  
WHITE ROCK CREEK & PRAIRIE CREEK SEWER MAINS REHAB  
CITY OF PLANO, TX  
PROJECT No. 6432**

<b>BASIC SERVICES:</b>	
A. Project Management	\$16,308
B. Research and Data Collection	\$6,464
C. Base Mapping	\$23,488
D. Preliminary Design	\$133,381
E. Final Design	\$99,652
F. Bid Phase Services	\$21,834
G. Construction Administration	\$22,688
<b>BASIC SERVICE SUBTOTAL</b>	<b>\$323,815</b>
<b>SPECIAL SERVICES:</b>	
A. City Directed Services	\$74,280
<b>SPECIAL SERVICES SUBTOTAL</b>	<b>\$74,280</b>
<b>TOTAL FEE</b>	<b>\$398,095</b>

**EXHIBIT "D"**  
**ENGINEERING**

**INSURANCE**

**INSURANCE:** (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

**1. General Insurance Requirements:**

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
  - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

**2. Engineer's Insurance - "Occurrence" Basis:**

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
  - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
    - i. General aggregate limit is to apply per project;
    - ii. Premises/Operations;
    - iii. Actions of Independent Contractors;
    - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
    - v. Personal Injury Liability including coverage for offenses related to employment;
    - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
  - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

### **3.0 Engineer's Insurance – Claims Made**

#### Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000  
per claim and aggregate of \$2,000,000

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bell Insurance Agency 16980 Dallas Parkway Dallas, TX 75248		<b>CONTACT NAME:</b> Candy Goehring <b>PHONE (A/C, No, Ext):</b> 972.581.4915 <b>FAX (A/C, No):</b> 972.581.4916 <b>E-MAIL ADDRESS:</b> cgoehring@bellgroup.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Massachusetts Bay	22306
<b>INSURED</b> Half Associates, Inc. 1201 N. Bowser Richardson, TX 75081		<b>INSURER B:</b> Allmerica Financial Benefit	41840
		<b>INSURER C:</b> The Hanover Ins. Co.	22292
		<b>INSURER D:</b> ACE American Ins. Co.	22667
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

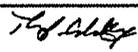
**COVERAGES**      **CERTIFICATE NUMBER: 13/14 Master 2MIL Prof**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ZDDA051278	07/12/2013	07/12/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab.					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY		AWDA051300	07/12/2013	07/12/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	UHDA051287	07/12/2013	07/12/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		W2DA028649	07/12/2013	07/12/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made Policy		EONG21673845	07/12/2013	07/12/2014	\$2,000,000 Per Claim Limit \$2,000,000 Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: #1008-14-9454; The City of Plano, its elected and appointed officials, agents, volunteers, and employees are included as additional insured as respects general and auto liability if required by written contract. General liability is primary non-contributory if required by written contract. Waiver of subrogation applies to the same as respects workers compensation if required by written contract. 30 day notice of cancellation except for 10 days non pay.

<b>CERTIFICATE HOLDER</b>  City of Plano Attn.: Shahrzad Tavana, PE P. O. Box 860358 Plano, TX 75086-0358	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE    Thomas J. Ashley/CANDY

**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of Halff Associates, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Halff Associates, Inc. is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

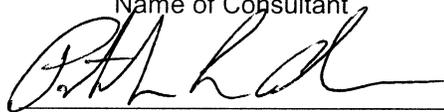
"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Halff Associates, Inc.

Name of Consultant

By:



Signature

Patrick Lee Acker, PE, RPLS

Print Name

Vice President

Title

April 18, 2014

Date

STATE OF TEXAS

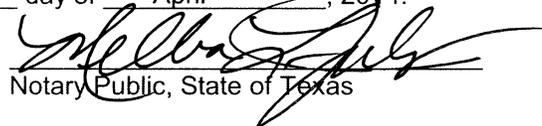
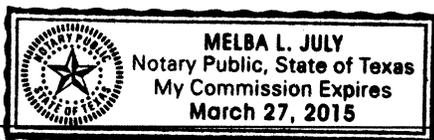
§

COUNTY OF DALLAS

§

§

SUBSCRIBED AND SWORN TO before me this 18th day of April, 2014.

  
Notary Public, State of Texas



# CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	5/12/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

## CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and David McCaskill Design Group in the amount of \$759,800 for design services for Jack Carter Pool Replacement and authorizing the City Manager or his designee to execute all necessary documents.

## FINANCIAL SUMMARY

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2013-14, 2014-15, 2015-16</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	700,000	6,800,000	<b>7,500,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-254,000	-505,800	<b>-759,800</b>
<b>BALANCE</b>	<b>0</b>	<b>446,000</b>	<b>6,294,200</b>	<b>6,740,200</b>

**FUND(s): RECREATION CENTER FACILITIES CIP**

**COMMENTS:** Funds are included in the current year and programmed in future years of the 2013-14 CIP. This item, in the amount of \$759,800, will leave a balance of \$6,740,200 for the Jack Carter Pool Renovation project.  
**STRATEGIC PLAN GOAL:** Obtaining landscape architecture design services to develop designs, construction documents and assist in project construction relates to the City's goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence

## SUMMARY OF ITEM

This Landscape Architectural Services agreement is for the replacement of Jack Carter Pool. The pool was built in 1981 and is in need of complete replacement. Public expectations for pools have changed since 1981 and a standard rectangular pool no longer meets those expectations. The new pool is planned to be located on the south side of Jack Carter Park where more space is available for a larger recreational pool facility. The existing pool location is limited by the flood plain and does not allow for an expanded leisure pool facility. The exact amenities to be included in the new pool will be determined during the design process and with public input from area residents.

\$7,500,000 was approved for this project in the 2013 Bond Election. The design fee is \$759,800 which is 10.1 percent of the total project budget. The construction budget is \$6,740,000. Design services include basic design and engineering for pools, bath house, shade structures, drainage improvements, lighting, additional

parking if needed and all other related improvements. The design fee also includes surveying, site plan, plat, accessibility compliance and reimbursable expenses.

David McCaskill Design Group is on the current list of qualified consultants for Landscape Architectural Services.

Project Location Map –

<http://goo.gl/maps/MWo1j>

List of Supporting Documents:

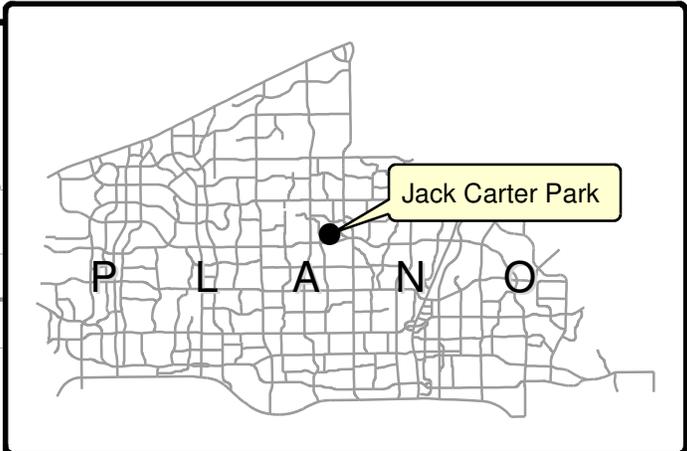
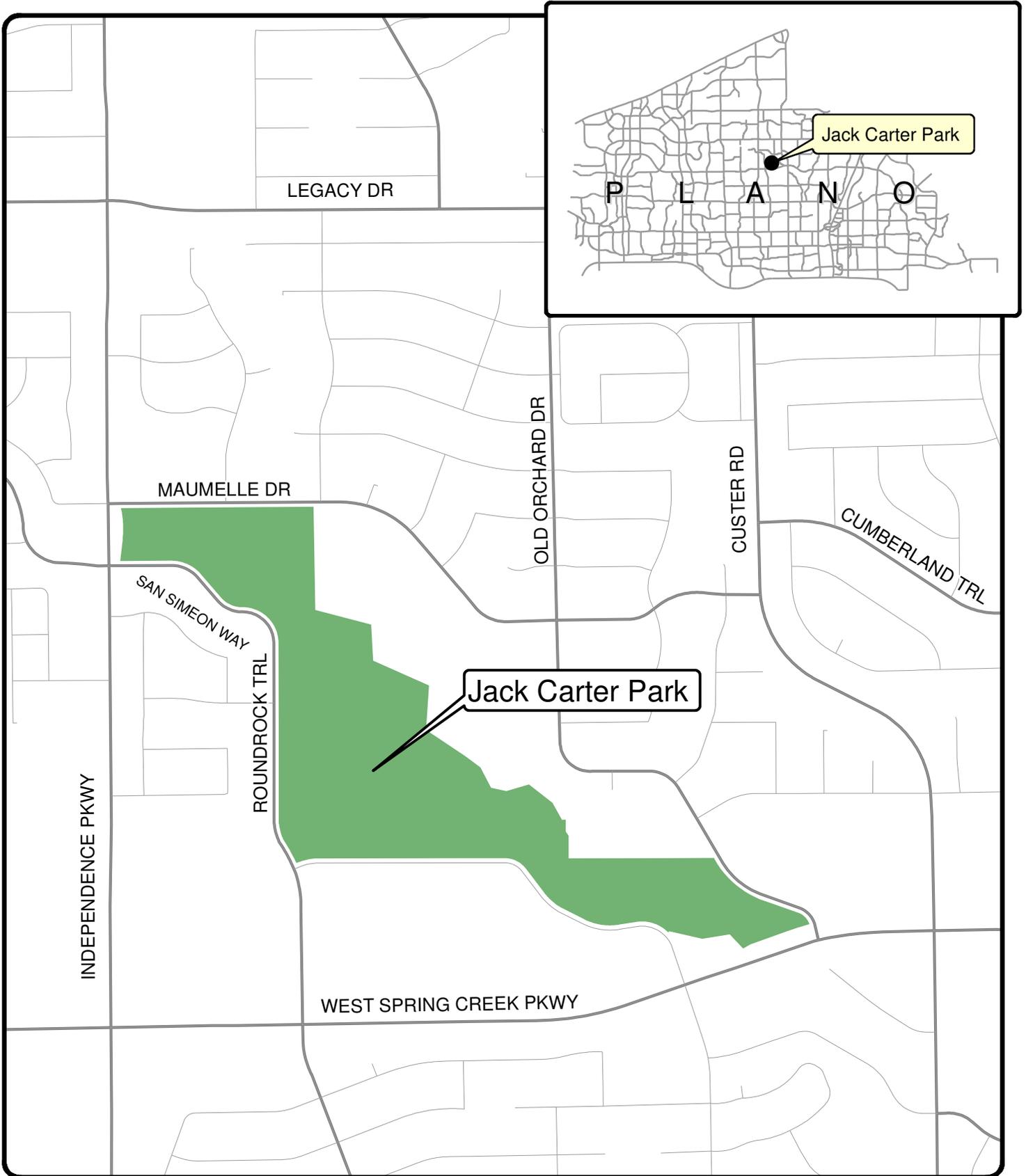
Location Map

Landscape Architect Services Agreement

Other Departments, Boards, Commissions or Agencies

# Location Map

## Jack Carter Park



**JACK CARTER POOL RENOVATION**

**PROJECT NO. 6438**

**LANDSCAPE ARCHITECT SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **DAVID MCCASKILL DESIGN GROUP**, a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **JACK CARTER POOL RENOVATION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Architect desires to render such Architectural services for the City upon the terms and conditions provided herein.

**NOW, THEREFORE**, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**I. Employment of the Architect**

The City hereby agrees to retain the Architect to perform professional services in connection with the Project. Architect agrees to perform such services in accordance with the terms and conditions of this Agreement.

**II. Scope of Services**

The parties agree that Architect shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of contract modifications orders may be authorized from time to time by the City.

**III. Schedule of Work**

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Architect, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

#### **IV. Compensation and Method of Payment**

The parties agree that Architect shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

#### **V. Information to be Provided by the City**

The City agrees to furnish, prior to commencement of work, all that information requested by Architect and available in City's files.

#### **VI. Insurance**

Architect agrees to meet all insurance requirements, and to require all consultants who perform work for Architect to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

#### **VII. INDEMNITY**

**THE ARCHITECT 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 ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, 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 ARCHITECT 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 ARCHITECTS. 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.

ARCHITECT 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 ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT 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 ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

#### **VIII. Independent Contractor**

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

#### **IX. Assignment and Subletting**

The Architect agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Architect further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Architect from its full obligations to the City as provided by this Agreement.

## **X. Audits and Records/Prohibited Interest**

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Architect agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Architect shall execute the affidavit shown in Exhibit "E". Architect understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

## **XI. Contract Termination**

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

## **XII. Architect's Opinion of Probable Construction Costs**

The parties recognize and agree that any and all opinions of probable construction costs prepared by Architect in connection with the Project represent the best judgment of Architect as a design professional familiar with the construction industry, but that the Architect does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Architect.

## **XIII. Ownership of Documents**

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Architect will revise drawings to reflect changes made

during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

#### **XIV. Complete Contract**

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

#### **XV. Mailing of Notices**

Unless instructed otherwise in writing, Architect agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano  
Parks Department  
Attn: Elizabeth Del Turco  
P.O. Box 860358  
Plano, TX 75086-0358

City agrees that all notices or communications to Architect permitted or required under this Agreement shall be addressed to Architect at the following address:

David McCaskill Design Group  
Attn: David McCaskill, President  
620 East Southlake Boulevard  
Southlake, TX 76092

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

#### **XVI. Miscellaneous**

##### **A. Paragraph Headings:**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

**B. Contract Interpretation:**

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**C. Venue/Governing Law:**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

**D. Successors and Assigns:**

City and Architect, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

**E. Severability:**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

**F. Effective Date:**

This Agreement shall be effective from and after execution by both parties hereto.

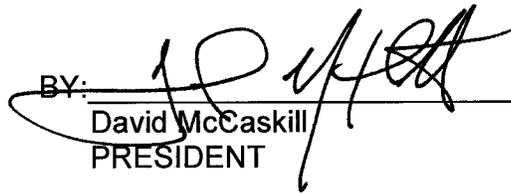
G. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

**DAVID MCCASKILL DESIGN GROUP**  
A Texas Corporation

DATE: 4.8.14

BY:   
David McCaskill  
PRESIDENT

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

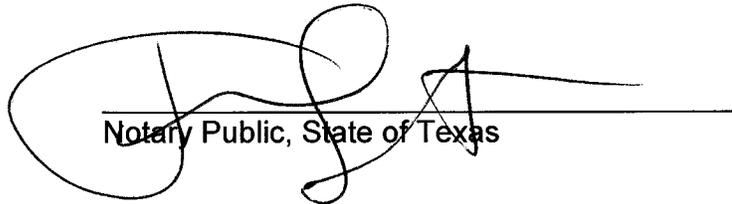
\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 0<sup>th</sup> day of April, 2014, by **DAVID MCCASKILL, President of David McCaskill Design Group**, a Texas corporation, licensed to do business in the State of Texas, 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 municipal corporation.

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

## EXHIBIT "A"

### Exhibit A – Scope of Work

The LANDSCAPE ARCHITECT shall provide the following basic services:

GENERAL DESCRIPTION: Site Development Services could include the following proposed improvements:

- Bath house
- Pump house / outside storage
- Accommodations for a concession trailer/food truck
- Pool deck
- Additional parking and/or modification of existing parking lot
- Site lighting
- Landscape planting
- Irrigation system
- Screened dumpster enclosures
- Water and sewer service upgrades
- Storm drainage system
- Electrical service upgrades
- Perimeter security fencing
- Multiple free-form leisure pools with two to three (2-3), twenty five (25 M) meter lap lanes
- Spectator areas
- Flume waterslides
- Various interactive water spray/play amenities
- Interactive moving water elements
- Standing wave surfing simulator ride
- Covered seating areas
- Pedestrian access from the parking lot
- Wayfinding signage
- Monument sign

The CLIENT plans to locate the pool on a six and one half (6.5 AC) acre site on the south side of Jack Carter Park where existing soccer fields and softball fields are currently located. The existing fields are to be abandoned. The anticipated total pool water surface area is in the range of ten thousand (10,000 SF) square feet.

The anticipated project budget for the proposed pool development is \$7,500,000.00.

Site Development Services shall include the following tasks:

#### 1.01 PRE-DEVELOPMENT PHASE SERVICES

- Prepare a code analysis and ordinance review for governing authorities having

- jurisdiction over this project as well as a review of state and local health codes relating to swimming pool design and construction and provide a written copy to the CLIENT.
- A pre-development kickoff meeting will be held to introduce the design team to the City staff associated with the project; to further define the CLIENT'S expectations; to establish a well-defined scope and to finalize the project schedule. CLIENT staff representatives from the parks department (planning and aquatic), police department, traffic department and engineering department (floodplain management) should be in attendance at this meeting. Notes will be taken to record items discussed and decisions made during this meeting.
  - Upon completion of the kickoff meeting the design team will visit the site to better familiarize themselves with the existing conditions. CLIENT will accompany the Design Team to point out specific items or areas the Design Team needs to focus on. Notes will be taken to record items discussed during this site visit.
  - Geotechnical boring, testing and preparation of a geotechnical investigation report.
    - Up to six (6) borings to a depth of five (5') feet into bedrock or a maximum depth of twenty five (25') feet.
    - One (1) visit to the site to determine boring locations.
    - Soil sample testing shall include the following tests:
      - Moisture Content, Atterberg Limits, Swell Tests, Unconfined Compression Testing, Pocket Penetrometer Readings, Determination of Suction Values, Hydrometer, % fine clay readings, % Passing #200 Sieve, Unit Weight Determinations.
    - The written geotechnical investigation report shall include the following information:
      - Report and Recommendations for alternate foundation types and pavement design, bearing values, Potential Vertical Movement estimates, and required soil modification to reduce the PVM.
      - Boring Logs with full testing data.
  - Preparation of a topographic, existing conditions and tree survey.
    - Preparation of a base map showing property lines and utility easements using base information provided by the CLIENT.
    - Locating property corners to relate the survey to the existing utility easements and property lines.
    - Establishing horizontal and vertical control for the project.
    - Tie coordinates to all existing improvements within the proposed 6.5 AC area identified for the relocated pool, using X, Y and Z coordinate points.
    - Locating all trees eight (8") inch caliper or larger within the survey area.
    - Preparation of a final base map/ topographic drawing in a digital format showing all existing features, utility easements, flood limits, one (1') foot contours
  - Participate in a pre-development meeting with City planning staff to review applicable laws, codes and regulations. Meeting notes will be prepared to record items discussed and decisions made during this meeting.
  - *Deliverables:*

- *Digital copy of the ordinance review.*
- *Digital copy of kick-off/site visit and pre-development meeting notes.*
- *Digital copy of the geotechnical report.*
- *Digital copy of the topographic survey including field notes and point files.*

#### **1.02 PROGRAMMING PHASE SERVICES**

- The Design Team will participate in one (1) meeting with City staff plus any stakeholder and/or citizen groups identified by the CLIENT to discuss the project, confirm the program, analyze needs and to determine the CLIENT'S objectives. Meeting notes will be prepared to record items discussed during this meeting. **This meeting can be combined with the kickoff meeting in the pre-development phase.**
- The Design Team will conduct no more than three (3) individual interviews as necessary with, for example, local education administrators and/or athletic directors, chamber of commerce representatives, business leaders, private and public recreation providers, health professionals, competitive swim groups, youth and seniors groups, etc., in order to ascertain existing levels of service and the perceived needs of various user groups in the community. Notes will be taken at each of these interviews to record items discussed during these interviews.
- In addition to individual interviews, the Design Team will participate in one (1) public meeting to discuss the program aspects, preferences, and various issues concerning the proposed facility. This discussion will include a slide and/or video presentation and commentary on features of other aquatic centers similar to that being considered for this project, background information on historic and contemporary issues and trends in the industry, and an open forum question-and-answer session to discuss concerns and needs of those individuals and groups attending the meeting. A matrix of programming priorities will be presented and discussed to prioritize programming and facility features. The CLIENT will be responsible for securing the location for this meeting and for public notification. Meeting notes will be prepared to record items discussed during this public meeting.
- The Design Team will use the results of the interviews and public meeting to assist in determining needs and preferences for the aquatic facility.
- Prepare a draft of a "Design Program Analysis" of the proposed aquatic facility for the CLIENT to review and respond. The Design Program Analysis shall include:
  - Pool design(s), size(s), configuration(s), features & amenities, etc.
  - User requirements and programs to be supported
  - Adjacencies and circulation
  - Spectator considerations (if any)
  - Hydrostatic relief system
  - Traffic patterns
  - Deck equipment
  - Diving boards and stands
  - Waterslide(s)
  - Participatory water play features
  - Pool mechanical features, filter system options, water treatment and automatic water treatment control
  - Rescue and maintenance equipment

- Preliminary scheme of the pool(s) with adjacency matrix and support data
- Space program that describes the size, function, adjacency and special requirements associated with the CLIENT'S needs for the Bath House and Pump House Building. Anticipated program needs for each room in the Bath House include the following:
  - Public entry and fee collection
  - Public Men's and Women's restrooms
  - Locker rooms
  - Family restroom
  - Staff lounge / break room
  - Pool equipment storage
  - Associated mechanical and electrical rooms
  - Will not contain a food service concession area

The Pump House will contain pool mechanical equipment for all pools and additional storage of pool equipment.
- Based upon the CLIENT review and comments, a revised Design Program Analysis will be prepared for the aquatic facilities and buildings incorporating changes requested by the CLIENT and the revised Design Program Analysis will then be re-submitted to the CLIENT.
- Prepare preliminary concept plans of the aquatic facilities for meeting program needs of the CLIENT while complying with budget requirements, physical requirements and footprint limitations.
- Assist the CLIENT with the development of a program for the following support functions:
  - Concessions
  - Pavilions/Covered Seating areas
  - Seating areas
  - Deck amenities
  - Mechanical and maintenance functions
  - Parking and vehicular circulation
  - Pedestrian access
  - Security
- Provide the CLIENT with the revised Design Program Analysis, Aquatic Facility Concept Plans and the program for support spaces and facilities.
- Coordination meetings will be held as needed with the Design Team during the Programming Phase.
- Deliverables:
  - Digital copy of the Draft Design Program Analysis.
  - Digital copy of the Revised Design Program Analysis.
  - Digital copy of the Aquatic Facility Concept Plans.
  - Digital copy of the program for support spaces and facilities.

### 1.03 SCHEMATIC DESIGN PHASE SERVICES

- Schematic design services will commence upon acceptance of the Design Program Analysis and the Preliminary Concept Plans for the aquatic facilities.
- Prepare schematic plans and sections/elevations, showing critical dimensions and features for the following:
  - o Aquatic facilities
  - o Buildings (including preliminary floor plans, elevations, sections that reflect the preliminary selection of major materials, assemblies and building systems)
  - o Pool deck and pedestrian paving
  - o Site amenities (fencing, seating, covered seating)
  - o Landscaping
- Prepare an opinion of probable construction cost for the improvements shown in the schematic plan. The Design Team will be assisted, in the preparation of the opinion of probable construction cost, from a local large scale pool contractor and a local park construction contractor. The Design Team does not warrant or represent that the final bids will fall within the CLIENT'S budget.
- Provide design modifications to the Schematic plans, section and elevations that may be required to balance the project scope and construction budget.
- Prepare schematic level structural design of the pool shells.
  - o Provide the pool structural design criteria to the Geotechnical Engineer.
- Review the physical characteristics and requirements identified in the Schematic Design documents with the CLIENT. The following items shall be discussed during the Schematic Design document review:
  - o Swimming pools and support functions
  - o Building materials and finishes
  - o Adjacencies and circulation
  - o Traffic patterns
  - o Activity program use of space and capabilities
  - o Spectator facilities (if any)
  - o Phasing of the project (if required)
  - o Mechanical systems
  - o Hydrostatic relief system
- Provide general resource information to the CLIENT in the following areas:
  - o Pool and pool deck finishes
  - o Lighting
  - o Water supply and waste
  - o Geotechnical issues influencing the pool structure(s)
- Prepare a Concept Site Plan that includes the layout of the pools, the aquatic improvements, the buildings, the pedestrian/vehicular paving, pavilions and fencing for approval by the Planning Department.
- Participate in a Concept Site Plan development review meeting.
- Meeting notes will be prepared to record items discussed and decision made during the Schematic Design presentation and the Concept Site Plan development review meeting.
- Design coordination meetings will be held as needed with the Design Team during the Schematic Design Phase.

- *Deliverables*
  - *Digital copy in a 24"x36" format of the Schematic Design plans, sections and elevations.*
  - *Digital copy of the opinion of probable cost.*
  - *Digital copy of the revised Schematic Design plans, sections and elevations (if required to meet budget).*
  - *Digital copy in a 24"x36" format of the Concept Site Plan.*
  - *Digital copy of all meeting notes.*

#### **1.04 DESIGN DEVELOPMENT PHASE SERVICES**

- Design Development phase services will begin upon acceptance of the Schematic Design documents.
- The Landscape Architect will create a base site plan in cooperation with the Pool Consultant, Architect, Civil Engineer and MEP Engineer for use by the Design Team. Base site plan shall include the following components:
  - Property boundary lines with dimensions and bearings
  - Existing and proposed easements
  - Adjacent parking and vehicular pavement
  - Building footprints
  - Proposed and existing contour lines
  - Pedestrian paving
  - Dumpster enclosure
  - Security fencing
  - Pedestrian site lighting
  - Monument signage
  - Transformer(s)
  - Air conditioning compressors
  - Water service lines and meters
  - Sanitary sewer service lines
  - Storm drainage lines and inlets
  - Pools and aquatic improvements
  - Pavilions and shade coverings
  - Retaining walls (if necessary)
  - Miscellaneous site improvements
- Prepare Design Development documents for the following:
  - Plan and section of the Pool(s) showing markings and features.
  - Plan and elevation of pool filter room and chemical rooms showing pumps, filters, and water chemistry equipment to verify size of space. Indicate where electrical and plumbing coordination items are located.
  - Refinement of the Bath House and the Pump House Schematic Design Documents. Architectural Design Development documents shall include floor plans, elevations, sections, door schedules, reflected ceiling plans, finish schedules and material samples.
  - Layout of building mechanical, plumbing and electrical systems.
    - Coordinate the design of the pool heating system which shall include

the boiler ventilation, plumbing, electrical, and natural gas rough-in with the Pool Consultant.

- Pool Consultant will provide electrical requirements and coordinate electrical specification requirements for pool equipment to project Electrical Engineer
  - Pool Consultant will coordinate locations for underwater pool lighting with the CLIENT.
  - o Layout of the site lighting. Coordinate with the Landscape Architect on pedestrian lighting locations and the selection of poles and fixtures.
  - o Layout of the pedestrian paving areas and pool deck.
  - o Preliminary grading plan.
  - o Layout of the gas, water supply and sanitary sewer systems.
  - o Layout of the storm drainage system.
  - o Layout of the power and electrical distribution system.
  - o Plans and elevations of the pavilions and covered seating areas.
  - o Layout of the security fencing.
  - o Preliminary planting plan.
  - o Main line routing of the irrigation system.
  - o Design development drawings for the swimming pool(s) structural design and tile movement joints, if any. Coordinate with the building structural and the pool deck.
  - o Design development drawings for the building foundation and framing.
  - o Design development drawings for the pool water heaters including the design of the boiler, controls, and all piping to and from the boiler to the pool recirculation system.
- Prepare outline specifications for items listed above
  - Update the opinion of probable construction cost prepared during the Schematic Design phase. The Design Team does not warrant or represent that the final bids will fall within the CLIENT'S budget.
  - Provide design modifications that may be required to balance the project scope and construction budget.
  - The Pool Consultant will provide the Design Team with a coordination document describing the pool equipment specified and the required interface with the other design disciplines.
  - The Pool Consultant will provide product cut sheets for pool and aquatic improvements to the CLIENT and Design Team for their review and use.
  - Present the Design Development documents to the CLIENT for review and approval.
  - A design coordination call will be held on a weekly basis with the Design Team during the Design Development Phase.
  - Prepare a Preliminary Site Plan to be submitted for approval by the Planning Department.
  - Prepare a Preliminary Tree Survey and Tree Preservation Plan to be submitted for approval by the Planning Department.
  - Participate in a Preliminary Site Plan development review meetings.
  - Schedule a meeting with an Accessibility Compliance professional to review accessibility

requirements applicable to an aquatic facility and to discuss our specific sites accessibility challenges and opportunities. Meeting notes will be prepared to record items discussed and decisions made during this meeting.

- Meeting notes will be prepared to record items discussed and decisions made during the Design Development presentation and the Preliminary Site Plan development review meeting.
- *Deliverables:*
  - *Six (6) hard copies in a 24"x36" format and a digital copy of the Design Development documents.*
  - *Digital copy of the outline specifications.*
  - *Digital copy of the updated opinion of probable cost.*
  - *Digital copy of the revised Schematic Design plans, sections and elevations (if required to meet budget).*
  - *Six (6) hard copies in a 24"x36" format and a digital copy of the Preliminary Site Plan.*
  - *Six (6) hard copies in a 24"x36" format and a digital copy of the Preliminary Tree Survey and Tree Preservation Plan.*
  - *Digital copy of all meeting notes.*

#### **1.05 CONSTRUCTION DOCUMENT PHASE SERVICES**

- Preparation of construction documents will commence upon acceptance of the Design Development documents.
- Preparation of an Existing Conditions and Removal Plan.
- Preparation of an Erosion Control Plan that includes associated details and regulatory language that meets City of Plano and TCEQ requirements.
- Preparation of a Construction Layout Plan for all "hardscape" improvements such as fencing, vehicular and pedestrian paving, steps and ramps, monument signage, dumpster enclosures, retaining walls (if required) and site amenities such as trash receptacles, benches, bike racks and flagpoles.
- Preparation of a Striping Plan that denotes adjustments to the parking lot striping, crosswalk striping, fire lane striping and includes any regulatory signage that may be required.
- Preparation of a Grading Plan that includes existing and proposed contour lines, spot grades, building finish floor elevations, pool coping elevations, top of inlet elevations, top and bottom of wall elevations (if necessary). A key component of the Grading Plan will be compliance with TDLR requirements for accessible parking and accessible routes to all required building entries, to outdoor activity areas, to the trash dumpster and to a public sidewalk.
- Preparation of a Utility Plan that includes gas, water and sanitary sewer service. Accompanying the Utility plan will be gas, water and sanitary sewer details that comply with city standards. Pool filter backwash to the sanitary sewer system and make up water shall be coordinated with the Pool Consultant.
- Preparation of a Drainage Plan that includes storm drainage collection lines and a drainage area map. Accompanying the Drainage Plan will be storm drainage details that comply with city standards.

- Preparation of Pool Site Plan which shall include the following:
  - Design data
  - General notes
  - Reference notes
- Preparation of Pool Plans and Sections which shall include the following:
  - Face-to-face dimensions of the structure(s)
  - Transverse sections
  - Longitudinal sections
  - Depth dimensions
  - Wall markings
  - Wall anchors
  - Underwater lights
  - Steps and grab rails (stairs, if any)
  - Inlet locations
  - Main drain locations
  - Pool markings
  - Location of depth markings and warning signs
  - Depth marker schedule
- Preparation of Diving Board Plan and Details which shall include the following:
  - Plan(s) of diving stands
  - Elevation(s) of diving stands
  - Overhead Clearances for diving stands
  - Official requirements for diving boards
- Preparation of Pool Details which shall include the following:
  - Perimeter overflow system or skimmer system details
  - Wall details
  - Grab rails and recessed steps (plan and section)
  - Entry/exit stairs
  - Depth markers
  - Targets and lane markers
  - Stair and bench nosing detail
  - Tile joint detail
  - Deck equipment
  - Handicap lift and anchor
  - Underwater light
  - Wedge anchor
  - Stanchion anchor
- Preparation of a Leisure Pool Plan and Sections which shall include the following:
  - Pool plan
  - Floor contour lines
  - Depth dimensions
  - Pool markings
  - Location of depth markings and warning signs
  - Construction plan of pool
  - Equipment schedule
  - Transverse section

- Longitudinal sections
- Preparation of Leisure Pool Details (including structural details) which shall include the following:
  - Steps and grab rails (stairs, if any)
  - Stair and bench nosing detail
  - Ramps and benches
  - Interactive water spray/play features
  - Waterslide plans and elevations
  - Wall markings
  - Wall anchors
  - Underwater lights
  - Underwater benches
  - Stairs, usually multiple at varying depths
  - Dimensions of face-to-face of structure
  - Equipment plan
  - Anchors
  - Grab rails
  - Lane ropes (lines for slide)
  - Other miscellaneous equipment and water features
- Preparation of the Pool Piping Plan which shall include the following:
  - Plan of all pools
  - Surge tank location and size
  - Filter room and chemical room locations
  - Location of under floor piping and sizes
  - Pump house building background
- Preparation of Pool Mechanical Room and Surge Tank Plans and Sections which shall include the following:
  - Pool mechanical room piping plan
  - Pool mechanical piping diagram
  - Surge tank sections
  - Surge tank reach rod sleeve details
  - Access hatch
  - Filtration equipment
  - Recirculation equipment
- Preparation of Piping and Pool Mechanical Room Details which shall include the following:
  - Main outlets and hydrostatic relief valve
  - Backwash and pool draining piping
  - Wall sleeve locations
  - Water level controller
  - Fill funnels
  - Water supply inlet
  - Static water line inlet
  - Sight sump
  - Chemical controller and feed systems
  - Schematic of water treatment system

- pH adjustment schematic
  - Chemical room pump shelf detail
- Preparation of the Pool Structural Details which shall include the following components:
  - Pool floor slab
  - Walls
  - Gutters
  - Surge tank
  - Tile movement joints (if necessary)
- Preparation of Pool Mechanical Plans and Details which shall include the following:
  - Boiler
  - Controls
  - Piping to and from the boiler and the pool recirculation system
- Preparation of Architectural Plans, Sections, Elevations, Schedules and Details for the Bath House and the Pump House Building.
- Preparation of Building Plumbing, Mechanical and Electrical Plans, Details and Schedules for the Bath House and the Pump House Building.
  - MEP Consultant will coordinate the location of conduit and junction boxes for voice, data, cable TV, access control and video security cameras with the Architect.
- Preparation of Site Electrical Plans, Details and Schedules.
- Preparation of an Electrical and Power Distribution Plan and Details.
- Preparation of Building Foundation and Structural Framing Plans and Details.
- Preparation of Structural Details for site improvements (does not include aquatic improvements).
- Preparation of a Planting Plan that includes size, quantity and plant locations for each plant type. Accompanying the Planting Plan will be planting details.
- Preparation of an Irrigation Plan and Details.
- Preparation of "hardscape" related construction details (fencing, steps and ramps, retaining walls, monument signage, vehicular and pedestrian paving, site amenities, dumpster enclosure, pavilions, shade shelters, retaining walls). Any retaining walls over three (3') feet tall and details requiring structural foundations will be coordinated with the Structural Engineer.
- Com Check Envelope Compliance document will be prepared the Architect and the MEP Consultant.
- Construction Documents will be submitted to the CLIENT for review at a sixty (60%) percent and a ninety five (95%) percent level of completion. CLIENT shall provide the Design Team with review comments in a timely manner.
- Technical specifications and bidding documents for items listed above
- An updated opinion of probable construction cost shall be submitted to accompany the sixty (60%) percent and ninety five (95%) percent review submittals. The Design Team does not warrant or represent that the final bids will fall within the CLIENT'S budget.
- Design modifications will be made, as required, to balance the project scope and construction budget.
- Construction drawings will be submitted for engineering and building permit review upon completion of construction documents.

- Construction documents will be revised to address review comments received from the CLIENT during the sixty (60%) percent and ninety five (95%) percent reviews and from the permit reviews.
- Provide signed and sealed construction documents by all required licensed professionals.
- Design coordination meetings will be held as needed with the Design Team during the Construction Document Phase.
- Prepare a Replat for the entire Jack Carter Park site and submit to the Planning Department.
- Prepare and submit a Landscape Plan to the Planning Department.
- Prepare and submit a Tree Survey and Tree Preservation Plan to the Planning Department.
- Prepare a Final Site Plan for submittal to the Planning Department.
- Participate in a Final Site Plan development review meeting.
- Coordinate submittal of construction documents for accessibility review. LANDSCAPE ARCHITECT will be responsible for preparing the application and payment of associated registration, review and inspection fees.
- Meeting notes will be prepared to record items discussed and decisions made during the Final Site Plan development review meeting.
- *Deliverables:*
  - *Six (6) sets of sixty (60%) percent review documents*
  - *A digital copy of the sixty (60%) percent review documents.*
  - *Six (6) sets of ninety five (95%) percent review documents.*
  - *A digital copy of the ninety five (95%) percent review documents.*
  - *Two (2) sets of engineering and building permit review construction drawings.*
  - *A digital copy of the update opinion of probable construction cost.*
  - *A digital copy of the Com Check Compliance Envelope document.*
  - *A digital copy of the final construction documents.*
  - *Two (2) hard copies and a digital copy, 24"x36" format of the Final Site Plan.*
  - *Two (2) hard copies and a digital copy, 24"x36" format of the Landscape Plan.*
  - *Two (2) hard copies and a digital copy, 24"x36" format of the Tree Survey and Tree Preservation Plan.*
  - *Two (2) hard copies and a digital copy, 24"x36" format of the Replat.*
  - *Digital copy of meeting notes.*
  - *Digital and hard copy of the accessibility review registration form.*

#### **1.06 BIDDING SERVICES**

- Participate in a Pre-Bid Conference and prepare notes to record items discussed and decisions made during this conference.
- Address inquiries from Bidders during the bid phase and issue addendums to the Construction Documents if required.
- **This agreement excludes value engineering to align bid amount to the project budget.**
- *Deliverables:*
  - *Digital copy of pre-bid conference notes.*
  - *Digital copy of each Addendum.*

### 1.07 CONSTRUCTION PHASE SERVICES

- Participate in the pre-construction conference. Meeting notes will be prepared to record items discussed during this conference.
- Participate in construction observation/site visits on a bi-weekly basis during construction. Construction observation reports accompanied by construction progress photographs will be prepared for each site visit.
- Review of requests for information (RFI's), shop drawings, submittals, requested substitutions; providing clarifications as required.
- Provide written responses to RFIs submitted by the Contractor in the form of Proposal Requests, Change Orders or Construction Change Directives.
- Prepare documentation for change orders; if required.
- Participate in a final observation to create a punch list of deficient items.
- Participate in a maximum of two (2) follow-up site visits to observe completion of punch list items.
- Facilitate monthly progress review meetings. Items to be reviewed and discussed at these meetings include following:
  - Review of construction progress and the project schedule.
  - Review of the office set of construction documents to determine if construction changes are reflected on the documents in order to ease of preparation of Record Drawings at the end of construction.
  - Review of RFI status.
  - Review of Submittal Log status.

Monthly progress meeting reports will be prepared to document items discussed during this meeting.

- At the end of construction prepare a set of Record Drawings using the Contractor's office set of updated construction documents for reference.
- *Deliverables:*
  - *Digital copy of pre-construction conference notes.*
  - *Digital copy of site visit reports.*
  - *Digital copy of monthly progress meeting reports.*
  - *Digital copy of each proposal request, change order and construction change directive.*
  - *Digital copy of the final observation report.*
  - *Digital copy of the follow-up final observation reports.*
  - *Digital copy, 24"x36" format of the Record Drawings.*

**1.08 PROJECT TEAM** – The project team assembled for this project shall include the following team members:

- david mccaskill design group – landscape architects and project managers
- Eikon Consultant Group – civil, structural, MEP and geotechnical engineers
- BRW Architects – architecture
- Counsilman – Hunsaker – pool consultant
- Dallas Aerial Survey - surveying

#### **1.09 TO BE PROVIDED BY THE CLIENT**

- AutoCAD or paper files of the plat and on-site utility information.
- The project budget.
- List of potential stakeholders.
- Securing a venue for the public meeting.
- Advertising for the public meeting.
- Review comments for the sixty (60%) percent and ninety five (95%) percent documents.
- Boiler plate bid documents.

## **EXHIBIT "B"**

### **Exhibit B – Schedule of Work**

**2.01 PROJECT SCHEDULE** – The anticipated schedule shall be as follows:

- Pre-development services – two (2) weeks, (does not include time for survey and geotechnical investigation).
- Programming services – three (3) weeks to five (5) weeks.
- Schematic Design services – three (3) to five (5) weeks.
- Design Development services – four (4) to six (6) weeks.
- Construction document services – three (3) to four (4) months.
- Bidding and construction contract negotiation – two (2) months.
- Construction phase services – anticipate six (6) to nine (9) months.

## EXHIBIT "C"

### Exhibit C- Fee Schedule

**3.01 COMPENSATION** - The CLIENT agrees to pay the LANDSCAPE ARCHITECT for the BASIC SERVICES listed above the lump sum fee for all services of **\$740,000.00; seventy hundred and forty thousand dollars and zero cents.**

**3.02 REIMBURSABLES** - The following expenses shall be reimbursed as a part of this contract. These reimbursable expenses will be billed at cost and should not exceed **\$19,800.00; nineteen thousand eight hundred dollars and zero cents** in total expenses without written authorization from the CLIENT. The expenses will include the following:

- Cost of xerographic and photographic reproduction of drawings and illustrations and other documents furnished or prepared in connection with this project,
- Cost of digital scans,
- Cost of printing for small and large format plots for black and white or color plots, and,
- Cost of accessibility review and inspection,
- Cost of airfare, car rental and lodging for out of town consultants, and
- Mileage billed at \$0.60 per mile.

**3.03 BILLING** - The LANDSCAPE ARCHITECT will bill the CLIENT for fees associated with professional services on the twenty fifth (25<sup>th</sup>) of each month or when certain project milestones are completed. All payments are due the LANDSCAPE ARCHITECT upon receipt of the invoice. Unpaid balances more than 30 days old will incur interest at the rates allowed by and in accordance with Texas law.

**3.04 ADDITIONAL SERVICES** - Any plan revisions beyond the scope items identified in this proposal will be considered additional services. The LANDSCAPE ARCHITECT may provide additional services beyond the basic services listed above upon written authorization by the CLIENT.

**3.04 ADDITIONAL SERVICES HOURLY RATES** - Additional services shall be provided on either a fixed fee or an hourly basis with a mutually agreed "not to exceed" amount.

Hourly rates for Landscape Architectural Additional Services are as follows:

Principal	\$140
Registered Landscape Architect	\$100
Graduate Landscape Architect	\$ 70
Intern Landscape Architect	\$ 50
Clerical	\$ 40

Hourly rates for Architectural Additional Services are as follows:

Principal	\$240
Project Director	\$200
Project Manager	\$175
Project Architect	\$140
Architect	\$120
Intern Architect I	\$ 90
Intern Architect II	\$ 75
Administrative	\$ 70

Hourly rates for Pool Consultant Additional Services are as follows:

Principal / Studio Director	\$160
Project Manager	\$135
Project Engineer	\$110
Design Associate	\$ 90
Administrative	\$ 55

Hourly rates for the Civil, MEP, and Structural Engineer Additional Services are as follows:

President / Vice President	\$195
Principal / Chief Engineer	\$155
Senior / Professional Engineer	\$135
Senior / Design Engineer	\$120
Staff Engineer (EIT)	\$105
Design Engineer	\$105
Senior Designer	\$ 95
CAD Operator	\$ 75
CAD Draftsman	\$ 60
Administrative	\$ 60

## EXHIBIT "D"

### LANDSCAPE ARCHITECT

### INSURANCE

**INSURANCE:** (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

#### **1. General Insurance Requirements:**

- 1.1 The Architect (hereinafter called "Architect") shall not start work under this contract until the Architect has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Architect will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Architect's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
  - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Architect shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 Architect agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current

insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

**2. Architect's Insurance - "Occurrence" Basis:**

- 2.1 The Architect shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
  - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
    - i. General aggregate limit is to apply per project;
    - ii. Premises/Operations;
    - iii. Actions of Independent Contractors;
    - iv. Contractual Liability including protection for the Architect from claims arising out of liability assumed under this contract;
    - v. Personal Injury Liability including coverage for offenses related to employment;
    - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
  - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.
  - 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

### **3.0 Consultant's Insurance – Claims Made**

#### **Professional Errors and Omissions**

The Consultant shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000  
per claim and aggregate of \$2,000,000

## LANDSCAPE ARCHITECT

### City of Plano - Insurance Checklist

("X" means the coverage is required.)

#### Coverages Required

#### Limits (Figures Denote Minimums)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability | Statutory limits of State of Texas<br>\$100,000 accident \$100,000 disease<br>\$500,000 policy limit disease |
| <input type="checkbox"/> 2. For Future Use  |  |
| <input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program        | \$150,000 medical, safety program  |
| <input checked="" type="checkbox"/> 4. General Liability                            | Complete entry No. 26<br>Minimum \$500,000 each occurrence<br>\$1,000,000 general aggregate                  |
| <input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)  |  |
| <input checked="" type="checkbox"/> 6. Premises/Operations                          | (Items No. 3-10 & 12 require)  |
| <input checked="" type="checkbox"/> 7. Independent Contractors                      | <u>\$500,000</u> combined single limit<br>for bodily injury and property damage                              |
| <input type="checkbox"/> 8. Products  | damage each occurrence with  |
| <input type="checkbox"/> 9. Completed Operations                                    | \$1,000,000 general aggregate that<br>applies to project under contract                                      |
| <input checked="" type="checkbox"/> 10. Contractual Liability                       |  |
| <input checked="" type="checkbox"/> 11. Personal Injury Liability                   | \$500,000 each offense & aggregate   |
| <input type="checkbox"/> 12. XCU Coverages  |  |
| <input checked="" type="checkbox"/> 13. Automobile Liability                        | \$500,000 Bodily Injury & Property   |
| <input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned                    | Damage each accident   |
| <input type="checkbox"/> 15. Motor Carrier Act Endorsement                          |  |
| <input checked="" type="checkbox"/> 16. Professional Liability                      | \$1,000,000 each claim<br>\$2,000,000 aggregate  |
| <input type="checkbox"/> 17. Garage Liability                                       | \$_____ BI & PD each occurrence  |



**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of David McCaskill Design Group and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of David McCaskill Design Group is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

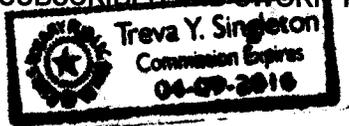
"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

David McCaskill Design Group  
Name of Consultant  
By: [Signature]  
Signature  
DAVID MCCASKILL  
Print Name  
PRESIDENT  
Title  
4.8.14  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

SUBSCRIBED AND SWORN TO before me this 8th day of April, 2014.



[Signature]  
Notary Public, State of Texas



# 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:		05/12/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Sally Bane 8302</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Economic Development Incentive Agreement between the City of Plano, Texas and FedEx Office and Print Services, Inc., a Texas corporation; authorizing its execution by the City Manager or his designee; and providing an effective date.					
<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>2015-16 through 2025-26</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>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    N/A</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request by FedEx Office and Print Services, Inc., a Texas corporation, to amend the geographic area for Reinvestment Zone 137 to the northeast corner of Headquarters Drive and Legacy Drive. <a href="http://goo.gl/YJRKwb">http://goo.gl/YJRKwb</a>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution First Amendment of Economic Development Incentive Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Economic Development Incentive Agreement between the City of Plano, Texas and FedEx Office and Print Services, Inc., a Texas corporation; authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed First Amendment to the Economic Development Incentive Agreement by and between City of Plano ("City") and FedEx Office and Print Services, Inc., a Texas corporation ("Company"), a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "First Amendment"); and

**WHEREAS**, City and Company entered into an Economic Development Incentive Agreement on February 11, 2014; and

**WHEREAS**, City and Company desire to amend said Economic Development Incentive Agreement by amending the definition for "Real Property" or "Property" as used in the Agreement; and

**WHEREAS**, upon full review and consideration of the First Amendment, 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, THAT:**

**Section I.** The terms and conditions of the First Amendment, 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 designee is hereby authorized to execute the First Amendment 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 12th day of May, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

**THE STATE OF TEXAS** § **First Amendment to the Economic**  
§ **Development Incentive Agreement**  
§ **by and between City of Plano and**  
§ **FedEx Office and Print Services, Inc.,**  
**COUNTY OF COLLIN** § **a Texas corporation**

This First Amendment to the Economic Development Incentive Agreement (hereinafter "First Amendment") is made and entered into by and between **FEDEX OFFICE AND PRINT SERVICES, INC.**, a Texas corporation (hereinafter "Company") and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

**WITNESSETH:**

**WHEREAS**, City and Company entered into an Economic Development Incentive Agreement on February 11, 2014 (hereinafter "Agreement") to promote economic development, stimulate commercial activity and enhance the tax base of the City; and

**WHEREAS**, City and Company desire to amend the definition of "Real Property" or "Property" as used in the Agreement to reflect a revised property location as set forth in this First Amendment.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Amendment and the Agreement, priority of interpretation shall be in the following order: First Amendment, Agreement.

**IN CONSIDERATION** of the foregoing, and for other good and valuable consideration, the parties agree as follows:

I.

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, the definition for terms "Real Property" or "Property" as provided under Article I (Definitions) of the Agreement is hereby revised to read in its entirety as follows:

“Real Property” or “Property” shall mean an approximately twenty one (21) acre parcel located on the northeast corner of Legacy Drive and Headquarters Drive in Plano, Texas, as described in Exhibit “1” attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, this First Amendment shall be effective upon the last date on which all parties have executed this First Amendment.

ATTEST:

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

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

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER

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

APPROVED AS TO FORM:

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

ATTEST:

FEDEX OFFICE AND PRINT SERVICES,  
INC., a Texas corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

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

**EXHIBIT "1"**  
**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the J.C. Barrow Survey, Abstract No.91, City of Plano, Collin County, Texas and, being part of Lot 1, Block B of J.C. Penney Headquarters, an addition to the City of Plano according to the plat thereof recorded in Cabinet G, Slide 783 of the Map records of Collin County, Texas, being part of a tract of land described as Tract II in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and being more particularly described as follows:

**BEGINNING** at a point at the north end of a right-of-way corner clip at the intersection of the west right-of-way line of Leadership Drive (a 110-foot wide right-of-way at this point) and the north right-of-way line of Headquarters Drive (a variable width right-of-way);

**THENCE** with said corner clip, South  $12^{\circ}03'41''$  West, a distance of 10.02 feet to a point for corner;

**THENCE** South  $57^{\circ}03'41''$  West, a distance of 52.24 feet to a point at the beginning of a tangent curve to the left having a central angle of  $37^{\circ}50'00''$ , a radius of 1165.69 feet, a chord bearing and distance of South  $38^{\circ}08'41''$  West, 755.82 feet;

**THENCE** continuing with said north right-of-way line, the following courses and distances to wit:

In a southwesterly direction, with said curve to the left, an arc distance of 769.72 feet to a point at the beginning of a reverse curve to the right having a central angle of  $31^{\circ}35'40''$ , a radius of 713.00 feet, a chord bearing and distance of South  $35^{\circ}01'31''$  West, 388.21 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 393.17 feet to a point at the beginning of a compound curve to the right having a central angle of  $9^{\circ}36'43''$ , a radius of 250.00 feet, a chord bearing and distance of South  $55^{\circ}37'42''$  West, 41.89 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 41.94 feet to a point at the end of said curve;

South  $60^{\circ}26'04''$  West, a distance of 103.20 feet to a point at the beginning of a tangent curve to the right having a central angle of  $29^{\circ}32'29''$ , a radius of 87.00 feet, a chord bearing and distance of South  $75^{\circ}12'18''$  West, 44.36 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 44.86 feet to a point at the beginning of a compound curve to the right having a central angle of  $74^{\circ}51'59''$ , a radius of 137.00 feet, a chord bearing and distance of North  $52^{\circ}35'28''$  West, 166.55 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 179.01

feet to a point in the east right-of-way line of Legacy Drive (a variable width ROW);

**THENCE** with said east right-of-way line, North 15°09'28" West, a distance of 961.93 feet to a point for corner;

**THENCE** leaving east right-of-way line of Legacy Drive, North 74°50'32" East, a distance of 1167.66 feet to a point in the west right-of-way line of said Leadership Drive at the beginning of a non-tangent curve to the left having a central angle of 10°58'07", a radius of 1555.00 feet, a chord bearing and distance of South 27°27'16" East, 297.23 feet;

**THENCE** with said west right-of-way line, the following courses and distances to wit:

In a southeasterly direction, with said curve to the left, an arc distance of 297.69 feet to a point at the end of said curve;

South 32°56'19" East, a distance of 41.45 feet to the **POINT OF BEGINNING** and containing 21.000 acres of land.



# 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:		05/12/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Sally Bane X8302</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Toyota Motor North America, Inc., a California corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2017-18 through 2027- 28</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	30,021,502	0	<b>30,021,502</b>
Encumbered/Expended Amount		0	-1,770,000	-10,783,400	<b>-12,553,400</b>
This Item		0	-6,750,000	0	<b>-6,750,000</b>
BALANCE		0	21,501,502	-10,783,400	<b>10,718,102</b>
<b>FUND(S):     ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from Toyota Motor North America, Inc., to relocate its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Toyota Motor North America, Inc. agrees to occupy at least 1,000,000 square feet of office space at the northwest corner of Legacy Drive and Headquarters Drive and transfer or create up to 3,650 Full-Time Job Equivalents by 12/31/18. <a href="http://goo.gl/llmt2r">http://goo.gl/llmt2r</a>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Toyota Motor North America, Inc., a California corporation, and the City of Plano, Texas; 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 Economic Development Incentive Agreement by and between Toyota Motor North America, Inc., a California corporation and the City of Plano, Texas, a substantial 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 that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best 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 12th day of May, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Toyota Motor North America, Inc., a California corporation (“Company”), acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of automotives and plans to add Three Hundred Million Dollars (\$300,000,000) of Real Property improvements and Fifty Million Dollars (\$50,000,000) of Business Personalty property on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 1,000,000 gross square feet of office space and transfer or create up to 3,650 Full-Time Job Equivalents to be located on the Real Property for the term of this Agreement; and

**WHEREAS**, the Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

**WHEREAS**, the Council finds that the occupancy of at least 1,000,000 gross square feet of office space and the creation or transfer of up to 3,650 Full-Time Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

**WHEREAS**, the City has adopted programs for promoting economic development; and

**WHEREAS**, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

**NOW THEREFORE**, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

## **Article I Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Company” shall mean Toyota Motor North America, Inc., a California corporation.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

“Full-Time Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Property and each Full-Time Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean an approximately one hundred (100) acre parcel located on the northwest corner of Legacy Drive and Headquarters Drive in Plano, Texas.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2027, unless sooner terminated as provided herein.

## **Article III Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following:

(a) On or before December 31, 2017, occupy at least 1,000,000 gross square feet of office space on the Real Property throughout the term of the Agreement; and

(b) By December 31, 2017, create or transfer at least 2,900 Full-Time Job Equivalents, maintain those Full-Time Job Equivalents on the Real Property throughout the Agreement; and

(c) By December 31, 2018, and subject to at least the maximum amount of Full-Time Job Equivalents being created or transferred and maintained by Company pursuant to Article III, Section (b) herein, Company may add up to 750 Full-Time Job Equivalents and shall maintain those Full-Time Job Equivalents on the Real Property throughout the Agreement; and

(d) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

#### **Article IV Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By December 31, 2017, Company shall occupy not less than 1,000,000 gross square feet of office space and transfer or create at least 2,900 Full-Time Job Equivalents to the Real Property to be eligible to receive a payment of Two Million Nine Hundred Thousand Dollars (\$2,900,000). The payment will not be pro-rated.

(b) Subject to compliance with Section 4.02(a) above, Company may submit itemized relocation and occupancy expenses for approval to be eligible to receive a payment of up to Nine Hundred Thousand Dollars (\$900,000) to offset relocation and occupancy expenses. Failure to comply with this Section 4.02(b) shall not subject the grant in Section 4.02(a) to forfeiture.

(c) Subject to compliance with Section 4.02(a) above, Company may submit itemized costs paid by Company to the City of Plano for permit, building inspection, engineering and planning fees for the construction of the headquarters facility in Plano, Texas for reimbursement up to Two Million Two Hundred Thousand Dollars (\$2,200,000). Failure to comply with this Section 4.02(c) shall not subject the grant in Section 4.02(a) to forfeiture.

**Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Section 4.02 not later than March 31, 2018. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

City will make the payment within thirty (30) days of receipt of the Initial Certification if it reflects compliance with the terms of the Agreement.

(d) By December 31, 2018, and subject to the Company adding and maintaining the maximum number of Full-Time Job Equivalents pursuant to Sections 4.02 (a) herein, Company may add up to 750 Full-Time Job Equivalents for a total maximum number of 3,650 Full-Time Job Equivalents at the Real Property to be eligible to receive a fourth grant payment of up to Seven Hundred Fifty Thousand Dollars (\$750,000) which may be pro-rated at One Thousand Dollars (\$1,000) for each Full-Time Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit “B” as required by Section 4.02(e) below certifying the number of Full-Time Job Equivalents added pursuant to Article III (c) and compliance with Article III (a), (b) and (d) not later than January 31, 2019 to be eligible for the fourth grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant and invokes the City’s right to a full refund, including damages, as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the January 31, 2019 annual certification if Company qualifies for a fourth grant payment pursuant to this Section 4.02 (d) and if it reflects compliance with the terms of the Agreement. In no event will the City make the fourth grant payment prior to January 31, 2019.

(e) Beginning January 31, 2019, Company must submit an annual certification on the form attached hereto as Exhibit “B” not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City’s right to a full refund, including damages, as set out in Section 4.03.

#### 4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Full-Time Job Equivalents as set for the in Section 4.02(a) for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand Dollars (\$1,000) for each lost Full-Time Job Equivalent.

Subject to an Event of Force Majeure, if the Company fails to occupy the Real Property at any time during the term of the Agreement, Company shall refund to the City an amount equal to the total grant money paid to Company by City for expenses related to relocation and occupancy, and costs associated with permit, building inspection, engineering and planning fees for the construction pursuant to Section 4.02(b) and (c) above. This refund is in addition to any refund due and payable for failure to meet the required number of Full-Time Job Equivalents pursuant to this Agreement.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Full-Time Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "B". A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Full-Time Job Equivalent(s), Company is not entitled to any future payment for that lost Full-Time Job Equivalent(s) notwithstanding that it subsequently complies with the Full-Time Job Equivalent requirements of this Agreement at a later date.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, the full amount of the entire grant paid shall be refunded by Company to the City subject to the 30-day cure period provided under Section 5.01(b) of the Agreement. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(c) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

## **Article V Termination**

5.01 **Events of 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) 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.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall

survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

## **Article VI Retention and Accessibility of Records**

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

- (a) Five (5) years from the end of the Agreement period; or
- (b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Full-Time Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

## **Article VII Assignment**

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days

prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager, which will not be unreasonably withheld or delayed, and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

### **Article VIII Miscellaneous**

8.01 **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.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **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.

8.04 **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:  
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: Ms. Paige Mims  
City Attorney  
1520 Avenue K  
P.O. Box 860358  
Plano, TX 75086-0358

If intended for the Company:  
Toyota Motor Sales, USA, Inc.  
Attention: Mr. John Kennelly  
Vice President and Corporate Controller  
19001 S. Western Avenue  
Torrance, California 90501

8.05 **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.

8.06 **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.

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

8.08 **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.

8.09 **Recitals.** The recitals to this Agreement are incorporated herein.

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement and any certifications related 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.

8.11 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

ATTEST:

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

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

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

TOYOTA MOTOR NORTH AMERICA,  
Inc., a California corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

Please select each applicable option below before signing and returning the certification:

- \_\_\_\_\_ a. I hereby certify that Toyota Motor North America, Inc. has occupied at least 1,000,000 gross square feet of office space and transferred or added at least 2,900 Full-Time Job Equivalent positions at the Property by December 31, 2017, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Full-Time Job Equivalents is \_\_\_\_\_.
- \_\_\_\_\_ b. I hereby certify that Toyota Motor North America, Inc. has failed to occupy at least 1,000,000 gross square feet of office space and/or has failed to transfer or add at least 2,900 Full-Time Job Equivalent positions at the Property by December 31, 2017, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Full-Time Job Equivalents is \_\_\_\_\_.
- \_\_\_\_\_ c. Subject to certification of Section (a) of this Exhibit "A" above, I hereby certify that Toyota Motor North America, Inc. has submitted for approval itemized relocation and occupancy expenses for reimbursement in an amount not to exceed Nine Hundred Thousand Dollars (\$900,000), attached hereto as Exhibit "1", and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02(b) of that Agreement in the amount of \_\_\_\_\_ Dollars.
- \_\_\_\_\_ d. I hereby certify that Toyota Motor North America, Inc. has failed to submit itemized relocation and occupancy expenses for reimbursement in an amount not to exceed Nine Hundred Thousand Dollars (\$900,000) and is not entitled to receive payment in accordance with Section 4.02(b) of that Agreement.
- \_\_\_\_\_ e. Subject to certification of Section (a) of this Exhibit "A" above, I hereby certify that Toyota Motor North America, Inc. has submitted for approval itemized costs paid by Company to the City of Plano for permit, building inspection, engineering and planning fees for the construction of the headquarters facility in Plano, Texas for reimbursement up to Two Million Two Hundred Thousand Dollars (\$2,200,000), attached hereto as Exhibit "2", and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02(c) of that Agreement in the amount of \_\_\_\_\_ Dollars.
- \_\_\_\_\_ f. I hereby certify that Toyota Motor North America, Inc. has failed to submit itemized costs paid by Company to the City of Plano for permit, building inspection, engineering and planning fees for the construction of the headquarters facility in Plano, Texas for reimbursement up to Two Million Two Hundred Thousand Dollars (\$2,200,000) and is not entitled to receive payment in accordance with Section 4.02(c) of that Agreement.

ATTEST:

TOYOTA MOTOR NORTH AMERICA,  
INC., a California corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**This Certification is due by March 31, 2018.**

This Certificate of Compliance should be mailed to:

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

**Please select one of the options below before signing and returning the certification:**

\_\_\_\_\_ a. I hereby certify that Toyota Motor North America, Inc. is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Full-Time Job Equivalents has not fallen below the number for which Toyota Motor North America, Inc. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Full-Time Job Equivalents was \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that Toyota Motor North America, Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Full-Time Job Equivalents has fallen below the number for which Toyota Motor North America, Inc. has received a grant payment. I further certify that as of December 31 of the prior year, the number of Full-Time Job Equivalents was \_\_\_\_\_ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

\_\_\_\_\_ c. **(FOR USE IN JANUARY 2019 ONLY IF APLICABLE)** I hereby certify that Toyota Motor North America, Inc. is qualified to receive a fourth grant payment as of January 31, 2019 in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for \_\_\_\_\_ total number of Full-Time Job Equivalents (not to exceed 750) in addition to the 2,900 initial Full-Time Job Equivalents for which Toyota Motor North America, Inc. previously received a grant payment.

ATTEST:

TOYOTA MOTOR NORTH AMERICA,  
INC., a California corporation

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

**NOTE: This form is due by January 31 of each year beginning on January 1, 2019, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358



# 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:		05/12/14		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): <b>Sally Bane X8302</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement for Tax Rebate for calendar years 2028-2037 by and between Toyota Motor North America, Inc., a California corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<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>2027-28 through 2037-38</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b> N/A				
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
<b>SUMMARY OF ITEM</b>				
A request from Toyota Motor North America, Inc., to relocate its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Toyota Motor North America, Inc. agrees to occupy at least 1,000,000 square feet of office space at the northwest corner of Legacy Drive and Headquarters Drive and transfer or create up to 3,650 Full-Time Job Equivalents by 12/31/18. <a href="http://goo.gl/llmt2r">http://goo.gl/llmt2r</a>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Economic Development Incentive Agreement				

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement for Tax Rebate for calendar years 2028-2037 by and between Toyota Motor North America, Inc., a California corporation, and the City of Plano, Texas; 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 Economic Development Incentive Agreement for Tax Rebate for calendar years 2028-2037 by and between Toyota Motor North America, Inc., a California corporation and the City of Plano, Texas, a substantial 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 that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best 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 12th day of May, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT  
TAX REBATE**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Toyota Motor North America, Inc., a California corporation (“Company”), acting by and through their respective authorized officers and representatives.

**WITNESSETH:**

**WHEREAS**, Company is engaged in the business of automotives and plans to add Three Hundred Million Dollars (\$300,000,000) of Real Property improvements and Fifty Million Dollars (\$50,000,000) of Business Personalty property on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 1,000,000 gross square feet of office space and transfer or create up to 3,650 Full-Time Job Equivalents to be located on the Real Property for the term of this Agreement; and

**WHEREAS**, the Council finds that the occupancy of at least 1,000,000 gross square feet of office space and the creation or transfer of up to 3,650 Full-Time Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

**WHEREAS**, the City has adopted programs for promoting economic development; and

**WHEREAS**, the City is authorized by TEX. LOC. GOV’T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

**NOW THEREFORE**, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

## **Article I Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Ad Valorem Property Taxes” means those taxes paid each year to City of Plano for the Real Property and the Personalty. Ad Valorem Property Taxes excludes taxes paid to any taxing entities other than the City of Plano.

“Company” shall mean Toyota Motor North America, Inc., a California corporation.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Personalty” shall mean the tangible business personal property located at the Real Property, excluding inventory and supplies, and used within Reinvestment Zone No. 138.

“Real Property” shall mean an approximately one hundred (100) acre parcel located on the northwest corner of Legacy Drive and Headquarters Drive in Plano, more particularly described by metes and bounds in Exhibit “A” attached hereto and made a part hereof.

## **Article II Term**

This Agreement shall be effective as of the date of execution by the last signatory hereto and continue until December 31, 2037, unless sooner terminated as provided herein. The tax abatement rebate as to Real Property and Personalty improvements, as provided for herein, shall be for a period of ten (10) years, from January 1, 2028 until December 31, 2037.

## **Article III Obligations of Company**

In consideration for the grant of public funds as set forth in Article IV below, the Company agrees to perform the following:

(a) On or before December 31, 2017, occupy at least 1,000,000 gross square feet of office space on the Real Property throughout the term of the Agreement; and

(b) By December 31, 2017, Company shall place Personalty with an assessed taxable value as determined by the Collin Central Appraisal District of not less than Fifty

Million Dollars (\$50,000,000) on the Real Property for the 2018 tax year. Company shall maintain the taxing situs of the Personalty on the Real Property and may not relocate the taxing situs of the Personalty to other Reinvestment Zones in the City; and

(c) By December 31, 2017, Company shall make or cause to be made improvements to the Real Property consisting of a new building(s) and/or building improvements that are at least 1,000,000 gross square feet of office space with an assessed taxable value of not less than Three Hundred Million Dollars (\$300,000,000) for **new improvements added** to the Real Property as determined by the Collin County Central Appraisal District for the 2018 tax year; and

(d) For the duration of the Agreement, Company must annually pay the Real Property and Personalty taxes owed the City and not become delinquent in such payment; and

(e) For the duration of the Agreement, Company shall not remove the Personalty placed on the Real Property pursuant to Article III (b) above if it results in an assessed taxable value less than the minimum required by Article III (b); and

(f) For the duration of the Agreement, Company shall not protest the assessed taxable value of the Real Property improvements if it results in an assessed taxable value less than the minimum required by Article III (c).

#### **Article IV Economic Development Grant**

4.01 Subject to Company complying with each of the obligations set out in Article III above and filing of the certification requirement set out in Section 4.02 below, the City agrees to provide the Company a cash economic development grant as set out herein. Beginning January 1, 2028 and annually thereafter for the term of the Agreement, the City shall pay to Company a cash rebate equal to fifty percent (50%) of Real Property taxes and fifty percent (50%) of Personalty taxes paid by Company to the City of Plano based on assessment value as determined by the Collin Central Appraisal District. In calculating the annual cash rebate amount, the City shall not include any interest or penalties that may be assessed for late payments.

4.02 Beginning January 1, 2028, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than May 1 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the May 1 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in Company's forfeiture of the rebate for that calendar year. City will make the payment within thirty (30) days of receipt of each annual certification if it reflects compliance with the terms of the Agreement.

**Article V**  
**Default and Termination**

5.01 Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) Company allows its personalty taxes or real property improvement taxes owed the City to become delinquent, and fails to either:

(i) Timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or

(ii) Cure such delinquency within thirty (30) days of receipt of notice of such delinquency; or

(b) Company fails to construct the Real Property improvements required in Article III (c); or

(c) (i) In the first year of the abatement period for the Personalty, the assessed taxable value is less than the minimum amount set forth in Article III (b); or

(ii) At any time during the Agreement, the Personalty is removed from the Real Property and the result is the taxable appraised value of the Personalty is below the minimum amount set forth in Article III (b); or

(d) At any time during the Agreement, the assessed taxable value of the Real Property improvements is less than the minimum amount set forth in Article III (c) as a result of the Company's protest; or

(e) Company or Company's duly authorized representative fails to provide the annual certification as required in Section 4.02; or

(f) Company fails to comply with the Assignment provision in Article VI below; or

(g) Company has been convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of aliens at the Real Property.

5.02 In the event that the Company defaults under Section 5.01(b) of this Agreement, the City shall give Company written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any damages as specified below shall survive the termination of this Agreement. In the event of a default under Section(s) 5.01(a), (c), (d), (e), (f) and/or (g) above, the City shall give the Company written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any

damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

5.03. Upon the occurrence of an event of default under Section 5.01(g) above and that remains uncured, all cash rebate monies paid to the Company by the City without the benefit of this Agreement, shall become due and owing to the City from the Company, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

5.04 Upon the occurrence of an event of default under Section(s) 5.01 (a), (b), (c), (d) , (e) and/or (f) above and that remains uncured, at the City's sole option, it may require repayment of all or a portion of previously paid cash rebates by the City to the Company. City shall exercise such option within 120 days of notice of default.

5.05 The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

## **Article VI Assignment**

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager, which will not be unreasonably withheld or delayed, and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to

notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

**Article VII  
Right to Inspect**

The Company agrees that the City, its agents and employees, shall have reasonable right (upon reasonable prior notice to Company) to access and to inspect the Personalty at the Real Property. The right of inspection shall continue during the term of this Agreement.

**Article VIII  
Miscellaneous**

8.01 **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.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **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.

8.04 **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:  
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: Ms. Paige Mims  
City Attorney  
1520 Avenue K  
P.O. Box 860358  
Plano, TX 75086-0358

If intended for the Company:  
Toyota Motor Sales, USA, Inc.  
Attention: Mr. John Kennelly  
Vice President and Corporate Controller  
19001 S. Western Avenue  
Torrance, California 90501

8.05 **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.

8.06 **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.

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

8.08 **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.

8.09 **Recitals.** The recitals to this Agreement are incorporated herein.

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement and any certifications related 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.

8.11 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

ATTEST:

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

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

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER

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

APPROVED AS TO FORM:

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

ATTEST:

TOYOTA MOTOR NORTH AMERICA,  
INC., a California corporation

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the J.C. Barrow Survey, Abstract No.91, the J.W. Haynes Survey, Abstract No. 458 and the William G. Garvin Survey, Abstract No. 1103, City of Plano, Collin County, Texas, being part of the R.P. Harding Survey, Abstract No. 611, the William Garvin Survey, Abstract No. 453 in the City of Plano, Denton County, Texas, and being part of a tract of land described in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and all of a tract of land described in Special Warranty Deed to KDC Legacy HQ Investments One LP, recorded in Instrument No. 20140225000175910, Land Records of Collin County, Texas, being all of a tract of land described in deed to 121 Epic Commercial, Ltd., recorded in Document No. 2005-60189 of the Official Records of Denton County, Texas, being all of Lots 2 and 3, Block 1 of Lots 1,2,3, & 4, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2012-134 of the Official Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1" iron rod found at the northernmost end of a circular right-of-way corner clip at the intersection of the west right-of-way line of Legacy Drive (a 121-foot wide right-of-way) and the north right-of-way line of Headquarters Drive (a 110-foot wide right-of-way), said point being the beginning of a curve to the right having a central angle of 76°27'04", a radius of 137.00 feet, a chord bearing and distance of South 22°12'29" West, 169.54 feet;

**THENCE** with said circular right-of-way corner clip and with said curve to the right, in a southwesterly direction, an arc distance of 182.80 feet to a 1" iron rod found at the southernmost end of said circular right-of-way corner clip;

**THENCE** with said north right-of-way line, the following courses and distances to wit:  
South 60°26'04" West, a distance of 503.04 feet to a point at the beginning of a tangent curve to the right having a central angle of 28°50'08", a radius of 1945.00 feet, a chord bearing and distance of South 74°51'08" West, 968.57 feet;  
In a southwesterly direction, with said curve to the right, an arc distance of 978.87 feet to a point at the end of said curve;  
South 89°16'11" West, a distance of 1,368.48 feet to a point for the southeast corner of Lot 7, Block 1 of Lots 4 & Lot 7, Block 1, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2014-131 of the Official Records of Denton County, Texas;

**THENCE** with the east line of said Lot 7 and the east line of Lot 5, Block 1 of Lots 4 & 5, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2013-232 of the Official Records of Denton County, Texas, the following courses and distances to wit:

North 0°43'49" West, a distance of 324.73 feet to a point at the beginning of a tangent curve to the left having a central angle of 24°20'01", a radius of 540.00 feet, a chord bearing and distance of North 12°53'50" West, 227.62 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 229.34 feet to a point at the end of said curve;  
North 25°03'50" West, a distance of 502.97 feet to a point for corner in the south right-of-way line of State Highway 121 (variable width ROW);

**THENCE** with said south right-of-way line, the following courses and distances to wit:  
South 88°58'37" East, a distance of 64.36 feet to a point for corner;  
North 8°41'35" West, a distance of 45.37 feet to a point for corner;  
North 47°40'00" West, a distance of 126.43 feet to a point for corner;  
North 64°57'20" East, a distance of 56.24 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 3°02'32", a radius of 11175.16 feet, a chord bearing and distance of North 69°12'02" East, 593.31 feet;  
In a northeasterly direction, with said curve to the right, an arc distance of 593.38 feet to a point at the end of said curve;  
North 70°50'41" East, a distance of 657.51 feet to a point for corner;  
North 76°36'02" East, a distance of 498.57 feet to a point for corner;  
North 70°50'41" East, a distance of 1053.22 feet to a point for corner;  
South 69°32'31" East, a distance of 25.88 feet to a point for corner;  
North 75°09'20" East, a distance of 5.40 feet to a point for corner in the west right-of-way line of said Legacy Drive;

**THENCE** with said west right-of-way line, the following courses and distances to wit:  
South 15°09'28" East, a distance of 94.99 feet to a point for corner;  
South 16°11'20" East, a distance of 250.04 feet to a point for corner;  
South 15°09'28" East, a distance of 1064.24 feet to the **POINT OF BEGINNING** and containing 99.816 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**EXHIBIT "B"**  
**CERTIFICATION FORM**

[DATE]

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358

RE: Certification Form – Tax Rebate Economic Development Agreement (the “Agreement”) between Toyota Motor North America, Inc. (“Owner”); and the City of Plano.

This letter certifies that Owner is in compliance with each applicable term as set forth in the Agreement and is entitled to a tax rebate equal to an amount of fifty percent (50%) of Real Property taxes and fifty percent (50%) of Personalty taxes at the Real Property. The term of the tax rebate pursuant to the Agreement is January 1, 2028 through December 31, 2037. **This form is due no later than May 1, 2028 and on or before May 1 of each year thereafter that the Agreement is in force.**

TOYOTA MOTOR NORTH AMERICA,  
INC., a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# 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:		May 12, 2014		
Department:		Office of Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): <b>Nancy Rodriguez X7510</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, denying the rate increase requested by Atmos Energy Corp., Mid-Tex Division under the Company's 2014 annual Rate Review Mechanism filing in all cities exercising original jurisdiction; requiring the Company to reimburse cities' reasonable ratemaking expenses pertaining to review of the RRM; authorizing the City's participation with Atmos Cities Steering Committee in any appeal filed at the Railroad Commission of Texas by the Company; requiring the Company to reimburse cities' reasonable ratemaking expenses in any such appeal to the Railroad Commission; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; requiring delivery of this resolution to the Company and the Steering Committee's legal counsel; 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>2013-14</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>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):     N/A</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact.          STRATEGIC PLAN GOAL: Participating in negotiated resolutions to deny utility rate increases relates to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This Resolution denies the rate increase requested by Atmos Energy under the Second Annual RRM Rate Increase Under the Renewed RRM Tariff.</p>				
List of Supporting Documents: Memorandum and Resolution			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** May 12, 2014  
**To:** Plano City Council  
**Thru:** Bruce D. Glasscock, City Manager  
**From:** Mark Israelson, Director of Office of Policy and Government Relations  
**Subject:** Denial of Rate

The City, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On or about February 28, 2014, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM").

The Atmos Mid-Tex RRM filing sought a \$45.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of \$49 million. Of the total amount requested, almost \$37 million is attributable to the affected cities. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. Although a good faith attempt was made by ACSC to reach a compromise with Atmos Mid-Tex, an agreement was not reached.

For this reason, the ACSC Executive Committee and ACSC legal counsel recommend that all ACSC Cities adopt the Resolution denying the requested rate change.

## **RRM Background:**

The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos' expenditures, and does not allow participation by cities or recovery of cities' rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings. ACSC's consultants have calculated that had Atmos filed under the GRIP provisions, it would have received additional revenues from ratepayers of approximately \$31.5 million.

## **Purpose of the Resolution:**

Rates cannot change without the adoption of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the Resolution is to deny the rate increase requested by Atmos. Under the RRM tariff, Atmos may appeal the rate decision of the cities to the Railroad Commission; such appeal must be filed within thirty (30) days of the City action.

The RRM tariff also allows Atmos to implement its requested rates effective June 1 while any appeal at the Commission is pending, subject to refunds based upon the outcome of the appeal. This would represent a monthly increase of approximately \$2.02 for the average residential customer, subject to any refund if the Commission reduces the rates implemented by Atmos. The Resolution also authorizes the City to participate as a party to the appeal in conjunction with the

ACSC, and requires the Company to reimburse the City for its rate case expenses associated with the City’s review of the RRM filing, and with the appeal of the City’s denial of the rate increase.

**Rate Impact of Appeal by Atmos Effective June 1:**

The RRM tariff constrains the annual increase in the residential customer charge to no more than \$0.50. The current \$17.70 customer charge will be increased to \$18.22 per month with the addition of an energy conservation program surcharge of \$0.02.

A comparison of rates and rate impact of what Atmos initially proposed in its RRM filing is reflected in the following chart:

Customer Class	Current Bill	New Bill	Difference	New Customer Charge	New Commodity Charge	Base Rate Increase
Residential	48.09	50.11	2.02	\$ 18.22	\$0.08998 Ccf	9.41%
Commercial	254.85	260.91	6.06	\$ 38.85	\$0.07678 Ccf	9.59%
Industrial	4,680.30	4,837.10	156.80	\$675.00	declining block	9.70%
Transportation	2,836.84	2,993.64	156.80	\$675.00	declining block	9.70%

**Explanation of “Be It Resolved” Paragraphs:**

1. This paragraph approves all findings in the Resolution.
2. This section denies the requested rate increase, finds the proposed rates to be unreasonable and not in the public interest, and finds the existing rates to be just and reasonable.
3. This section requires the Company to reimburse ACSC Cities for reasonable ratemaking costs associated with reviewing and processing the RRM application.
4. This section authorizes participation by the City in conjunction with ACSC in any appeal filed by the Company at the Railroad Commission, and authorizes ACSC and its counsel to act on behalf of the City. This section also requires the Company to reimburse ACSC Cities for reasonable ratemaking costs associated with any appeal filed by the Company to the City’s resolution.
5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
6. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
7. This paragraph directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

**A Resolution of the City Council of the City of Plano, Texas, denying the rate increase requested by Atmos Energy Corp., Mid-Tex Division under the Company's 2014 annual Rate Review Mechanism filing in all cities exercising original jurisdiction; requiring the Company to reimburse cities' reasonable ratemaking expenses pertaining to review of the RRM; authorizing the City's participation with Atmos Cities Steering Committee in any appeal filed at the Railroad Commission of Texas by the Company; requiring the Company to reimburse cities' reasonable ratemaking expenses in any such appeal to the Railroad Commission; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; requiring delivery of this resolution to the Company and the Steering Committee's legal counsel; and providing an effective date.**

**WHEREAS**, the City of Plano, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

**WHEREAS**, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

**WHEREAS**, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature; and

**WHEREAS**, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM tariff; and

**WHEREAS**, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

**WHEREAS**, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and

**WHEREAS**, the RRM renewal tariff contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications; and

**WHEREAS**, on or about February 28, 2014, the Company filed with the City its second annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by \$45.7 million; and

**WHEREAS**, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to investigate issues identified by ACSC in the Company's RRM filing; and

**WHEREAS**, ACSC attorneys and consultants have concluded that the Company is unable to justify a rate increase of the magnitude requested in the RRM filing; and

**WHEREAS**, ACSC's consultants determined the Company is only entitled to a \$19 million increase, approximately 42% of the Company's request under the 2014 RRM filing; and

**WHEREAS**, the Company would only be entitled to approximately \$31 million if it had a GRIP case; and

**WHEREAS**, the Company's levels of operating and maintenance expense have dramatically risen without sufficient justification; and

**WHEREAS**, the Company has awarded its executives and upper management increasing and unreasonable levels of incentives and bonuses, expenses which should be borne by shareholders who received a 23% total return on investment in 2013; and

**WHEREAS**, the Company requested a drastically high level of medical expense that is unreasonable and speculatively based upon estimates; and

**WHEREAS**, ACSC and the Company were unable to reach a compromise on the amount of additional revenues that the Company should recover under the 2014 RRM filing; and

**WHEREAS**, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities deny the requested rate increase; and

**WHEREAS**, the Company's current rates are determined to be just, reasonable, and in the public interest.

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

**Section I.** That the findings set forth in this Resolution are hereby in all things approved.

**Section II.** That the City Council finds that Atmos Mid-Tex was unable to justify the appropriateness or the need for the increased revenues requested in the 2014 RRM filing, and that existing rates for natural gas service provided by Atmos Mid-Tex are just and reasonable.

**Section III.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.

**Section IV.** That in the event the Company files an appeal of this denial of rate increase to the Railroad Commission of Texas, the City is hereby authorized to intervene in such appeal, and shall participate in such appeal in conjunction with the ACSC membership. Further, in such event Atmos Mid-Tex shall reimburse the reasonable expenses of the ACSC Cities in

participating in the appeal of this and other ACSC City rate actions resulting from the 2014 RRM filing.

**Section V.** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section VI.** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section VII.** That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

**Section VIII.** This Resolution shall become effective immediately.

**DULY PASSED AND APPROVED** this 12<sup>th</sup> day of May, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY



# 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:		May 12, 2014		
Department:		City Manager		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): <b>S. Jackson - 7122</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Restated and Amended Development Agreement between the City of Plano and Southern Land Company, LLC for Development of Junction15 Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	260,000	0	<b>260,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-60,218	0	<b>-60,218</b>
<b>BALANCE</b>	<b>0</b>	<b>199,782</b>	<b>0</b>	<b>199,782</b>
<b>FUND(S):    POLICE &amp; COURT FACILITIES CIP</b>				
<b>COMMENTS:</b> Funds are currently available in the Police & Courts Facilities CIP. This item, in the amount of \$60,218, will leave a current year balance of \$199,782 available for improvements related to the Police Parking Expansion Project.				
<b>STRATEGIC PLAN GOAL:</b> Amending an existing agreement to provide for cost effective improvements to Police Facilities relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This new development at 15 <sup>th</sup> Street and I Avenue includes a parking garage reserved for use by the Police Department. The original development agreement with Southern Land Company anticipated the city installing the gates, fencing, equipment room and conduit for the garage. However, it is more practical for Southern Land to install these features as they complete other construction work on the project. The amended development agreement will allow Southern Land to install these items and for the city to reimburse them for the cost of construction.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Amended Development Agreement				

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Restated and Amended Development Agreement between the City of Plano and Southern Land Company, LLC for development of Junction15 Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purposes of providing supporting public facilities and services; and

**WHEREAS**, Southern Land Company, LLC is developing approximately 3.0 acres located at the southeast corner of 15th Street and I Avenue (“the Property”); and

**WHEREAS**, on May 27, 2008, the City Council adopted Resolution No. 2008-5-34(R) approving an Agreement between the City and Southern Land Company, LLC, formerly Pinnacle, as assigned by Resolution No. 2008-12-20(R) for the development of Eastside Station-Plano and as further amended by Resolution Nos. 2008-12-24(R), 2009-5-5(R), and 2010-9-15(R); and

**WHEREAS**, in order to consolidate all the prior amendments of the Agreement into one document and to further amend the terms, the City approved Resolution No. 2011-11-22(R) on November 28, 2011 consolidating the prior agreements into one document and superseding and replacing the documents referenced in the preceding paragraph; and

**WHEREAS**, the Agreement adopted by Resolution No. 2011-11-22(R) was amended on November 14, 2013 by letter agreement to revise the completion dates for the Development; and

**WHEREAS**, “Exhibit E” of the Agreement is a Parking Easement Agreement for parking spaces dedicated to use by the City of Plano Police Department Police and which detailed responsibilities for construction and maintenance for the security features, gates, light fixtures, fire sprinklers and other appurtenances; and

**WHEREAS**, the City and Southern now wish to amend certain sections of the Agreement and the Parking Easement Agreement to address responsibilities for installation and cost reimbursement of security features, gates, and other equipment necessary for the operation and safety of the Police parking spaces, and

**WHEREAS**, this Agreement (attached hereto as Exhibit “A”) restates, amends, supersedes and replaces only the specific sections of the Agreement and the Parking Easement Agreement as follows and that other sections of the Agreement and Parking Easement Agreement remain in place as approved by Resolution No. 2011-11-22(R) and the subsequent Letter Agreement.

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

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

**Section I.** The terms and conditions of the Restated and Amended Development Agreement between Southern Land Company, LLC and the City of Plano, 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 Restated and Amended Development Agreement between Southern Land Company, LLC and the City of Plano 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 12TH DAY OF MAY, 2014.**

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**RESTATED AND AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND SOUTHERN LAND COMPANY, LLC. FOR DEVELOPMENT OF JUNCTION15**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the City of Plano, a Texas home rule municipal corporation of Collin County, Texas (the “City”), acting by and through its duly authorized officers, and Southern Land Company, LLC a Tennessee limited liability company (“Southern”);

**RECITALS:**

WHEREAS, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purposes of providing supporting public facilities and services; and

WHEREAS, Southern is developing approximately 3.0 acres located at the southeast corner of 15th Street and I Avenue as shown in Exhibit “A” attached hereto (“the Property”); and

WHEREAS, the Development is consistent with the goals and objectives as set forth in Downtown Plano, A Vision and Strategy for Creating a Transit Village which was adopted by the City Council by Resolution No. 99-5-14, dated May 10, 1999, and the Downtown Plano Vision and Strategy Update, adopted by the City Council by Resolution No. 2013-2-20(R); and

WHEREAS, the Development will contribute important direct and indirect economic and social benefits to the City including, but not limited to, the creation of a mixed-use, pedestrian oriented, residential development in close proximity to the DART railway station, and

WHEREAS, the City will lease a portion of the parking garage serving the development for use as a secured parking area for use by the Police Department; and

WHEREAS, on May 27, 2008, the City Council adopted Resolution No 2008-5-34(R) approving an Agreement between the City and Southern, formerly Pinnacle, as assigned by Resolution No. 2008-12-20(R) for the development of Junction15 (“the Development”, previously referred to as Eastside Station – Plano) and as further amended by Resolution Nos. 2008-12-24(R), 2009-5-5(R), and 2010-9-15(R) (collectively “the Original Agreement”); and

WHEREAS, Resolution No. 2011-11-22(R) was approved by the City Council on November 28, 2011 consolidating the Agreement into one document and superseding and replacing the documents referenced in the preceding paragraph; and

WHEREAS, Resolution No. 2011-11-22(R) was amended on November 14, 2013 by letter agreement to revise the completion dates for the Development; and

WHEREAS, “Exhibit E” of the Agreement is a Parking Easement Agreement for the Police parking spaces which detailed responsibilities for construction and maintenance for the security features, gates, monitoring equipment, light fixtures, fire sprinklers and other appurtenances; and

WHEREAS, the City and Southern now wish to amend certain sections of the Agreement and the Parking Easement Agreement to address responsibilities for installation and cost reimbursement of security features, gates, and other equipment necessary for the operation and safety of the Police parking spaces, and

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree that this Agreement restates, amends, supersedes and replaces only the specific sections of the Agreement and the Parking Easement Agreement as follows and that other sections of the Agreement and Parking Easement Agreement remain in place as approved by Resolution No. 2011-11-22(R) and the subsequent Letter Agreement.

**I.**

**Effective as of the Execution Date, Section 1.B.2. of the Agreement shall be replaced in its entirety by the following text:**

**SECTION 1. SOUTHERN’S OBLIGATIONS**

B. After closing on the Property, Southern shall perform the following obligations:

2. Complete the design, construction and installation of the private improvements at the Property at its sole cost and expense and in conformity with the requirements in Exhibit “B” attached hereto, and which when completed (and when the Public Improvements have also been completed) shall have a net private investment value of not less than Twenty Seven Million Dollars (\$27,000,000). “Private Improvements” shall include the initial installation of fencing, gates, access control equipment room with all HVAC and electrical provisions to house police department provided access control equipment, and conduit raceways for all additional access control devices to be provided by the City for the Easement Parking Spaces referenced in Exhibit “B” to this amended agreement.

**II.**

**Effective as of the Execution Date, Section 2.C. of the Agreement shall be added in its entirety by the following text:**

**SECTION 2. CITY’S OBLIGATIONS**

The City shall perform the following obligations:

C. Reimburse Southern for one hundred percent (100%) of eligible expenses for the installation of fencing, gates, access control equipment room with all HVAC and electrical

provisions to house police department provided access control equipment, and conduit raceways for all additional access control devices to be provided by the City of Plano and other appurtenances required to equip the Police parking garage. Southern is to obtain City's approval and consent to eligible expenses and estimated costs prior to commencing installation.

**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. \_\_\_\_\_ approved by the City Council on \_\_\_\_\_, acting through its duly authorized officials.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, City Attorney

SOUTHERN LAND COMPANY, LLC, a  
Tennessee limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS        )  
  )  
COUNTY OF COLLIN    )

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

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

My Commission Expires:  
\_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself (or herself) to be the \_\_\_\_\_ of Southern Land Company, LLC, the within named bargainer, a corporation, and that he as such \_\_\_\_\_, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by \_\_\_\_\_self as such \_\_\_\_\_.

WITNESS my hand and seal at office, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "E"**

**PARKING EASEMENT AGREEMENT**

This PARKING EASEMENT AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2014 by and between \_\_\_\_\_, a \_\_\_\_\_ ("Southern"), and THE CITY OF PLANO, TEXAS ("City").

**WITNESSETH:**

WHEREAS, Southern is the owner of the land described on Exhibit "1" attached hereto and incorporated herein by reference (the "Development Tract");

WHEREAS, on \_\_\_\_\_, 2012, the City conveyed the Development Tract to Southern in connection with a Development Agreement dated \_\_\_\_\_, 2012 (the "Development Agreement") requiring Southern's development of the Development Tract including construction of a parking garage; and

WHEREAS, part of the consideration for the grant of the Development Tract to Southern from the City included Southern's agreement to grant the City an exclusive Parking Space Easement (defined below) for its use on the Development Tract as further described herein.

NOW, THEREFORE, for and in consideration of the mutual and dependent covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Easement. Southern hereby grants and conveys to City, for the exclusive use by City and its employees, invitees, agents, successors and assigns ("Parking Users"), a perpetual easement for ingress, egress and for ninety two (92) parking spaces at or below grade in the parking garage on the Development Tract in the location designated on Exhibit "2" attached hereto and incorporated herein by reference (the "Easement Property"). Nothing contained herein is intended nor shall it be construed as creating any rights in or for the benefit of the general public. The easements granted herein shall not take effect until the completion of construction of the parking garage in accordance with the Development Agreement. Nothing contained herein is intended nor shall it be construed as creating any rights in or for the benefit of the general public.
2. Limited Purpose. City may use the parking spaces for police vehicle parking and any other lawful uses consistent with the activities of the City, so long as such uses are not inconsistent with, or detract from the attractive residential community atmosphere of the development on the Development Tract (for example, noise, odors or noxious activities). The Parking Space Easement may be utilized by the Parking Users for ingress and egress for vehicular and pedestrian use and access for fire department and emergency use in,

along, upon and across the Easement Property. Notwithstanding the foregoing, the City may not lease or assign the parking spaces for a commercial enterprise.

3. Maintenance Obligations.

(a) City's Obligations. Subject to Southern's obligations as described in Section 3(b) herein, City shall be responsible for all costs and expenses of maintaining the Easement Parking Spaces, including but not limited to (i) all electrical costs related to the Easement Parking Spaces via a dedicated electrical meter provided by Southern (ii) light bulb fixture replacements above the Easement Parking Spaces (iii) City's pro rata share (defined as the number of Easement Parking Spaces [92] divided by the total number of parking spaces in the parking garage), payable within thirty (30) days of City's receipt of invoice from Southern, of all parking garage fire sprinkler testing and maintenance, including repairs and replacements (iv) all striping and restriping of the Easement Parking Spaces, (v) all initial installation and ongoing maintenance of access control equipment, wiring and devices and (vi) any damages arising out of maintenance or repairs to common building systems within the City's Easement Property caused by the City.

(b) Southern's Obligations. Southern shall be responsible for all costs and expenses of maintaining the area of the parking garage outside the City's Parking Easement and for the following maintenance costs and expenses within the City's Parking Easement including (i) all cracking, spidering or potholing of at-grade easement parking surfaces during the first year following construction of the parking garage, (ii) structural support of columns and decks, (iii) ongoing maintenance of storm water drainage systems above and below the Easement Parking Spaces, and (iv) all initial installation and ongoing maintenance of fencing, access control equipment room with all HVAC and electrical provisions to house police department provided access control equipment, and conduit raceways for all additional access control devices to be provided by Police Department for the Easement Parking Spaces.

4. Easement Runs with the Land. The covenants of Southern contained herein shall run with and follow the land with regard to the fee simple ownership of the land contained within the Parking Easement Property and shall be binding upon the heirs, executors, successors and assigns of Southern. The Parking Easement is personal to the City and the Parking Users, and may not be further assigned without Southern's prior written consent. Any purported assignment in violation of the immediately preceding sentence shall be null and void.

5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

6. Amendment; Termination. This Agreement and the easement granted hereunder may be terminated or amended by an instrument in writing executed jointly by all of the owner or owners of the Development Tract and City and recorded in the Real Property Records of Collin County, Texas.

7. Severability. In case 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 any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

8. Subordination. This Agreement and the easements contained herein shall be deemed automatically subordinated to any mortgage or deed of trust now or hereafter granted or entered into with respect to the Development Tract subject to the City's right to compensation in Section 4 of this Agreement in the event of damage, destruction or failure of performance. Grantee agrees to promptly execute any additional agreements reasonably required in order to effect or confirm such subordination subject to the City's right to compensation in Section 4 of this Agreement in the event of damage, destruction or failure of performance.

**SOUTHERN:**

Southern Land Company, LLC, a  
Tennessee limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TENNESSEE            §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was ACKNOWLEDGED before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Southern Land Company, LLC, a Tennessee limited liability company, on behalf of said limited liability company.

[S E A L]

\_\_\_\_\_  
Notary Public - State of Tennessee

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

**CITY:**

THE CITY OF PLANO, TEXAS

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was ACKNOWLEDGED before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the City of Plano, Texas, a home rule municipal corporation, on behalf of said corporation.

[S E A L]

\_\_\_\_\_  
Notary Public - State of Texas

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public



# 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:		5/12/14		
Department:		Legal		
Department Head		Paige Mims		
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the hiring of Brandi Youngkin as Assistant City Attorney II by the City Attorney; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
FISCAL YEAR:				
Budget	0	42,072	0	<b>42,072</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-42,072	0	<b>-42,072</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S): GENERAL FUND</b>				
<p><b>Comments:</b> Funding for this item, in the amount of \$42,072 (including benefits), for the remainder of 2013-14 is included in the approved 2013-14 Budget. City Charter authorizes the hiring of attorneys with the approval of the City Council.</p> <p>STRATEGIC PLAN GOAL: The hiring of an Assistant City Attorney II meets the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
The City Charter authorizes the City Attorney to select attorneys for hire with the approval of the City Council. It is the City Attorney's recommendation that Brandi Youngkin be hired as an Assistant City Attorney II for the City Attorney's Office. See attached Memorandum regarding qualifications for the proposed new hire.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memorandum		n/a		

## MEMORANDUM

**DATE:** May 12, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Paige Mims  
City Attorney

**SUBJECT: Hiring of Brandi Youngkin as an Assistant City Attorney II**

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In accordance with Section 4.05 of the Plano City Charter, I am requesting City Council approval of my selection of Brandi Youngkin for the Assistant City Attorney II position. Ms. Youngkin's qualifications are outlined below.

Ms. Youngkin has 6 years experience practicing law including handling cases in the areas of antitrust, eminent domain, bankruptcy, real estate, condemnations, and tort claims. She previously worked for the City of Dallas as an Assistant City Attorney and in the Texas Attorney General's Office, Transportation Division, where she handled TXDOT litigation. She served four years in the U.S. Army where she served in Qatar in support of Operation Iraqi Freedom and reached the rank of Captain.

She received her Bachelor of Arts degree in Philosophy and Sociology from the University of Iowa in Iowa City, Iowa and obtained her law degree from J.D. Thomas M. Cooley Law School in Lansing, Michigan.

Thank you for your consideration. If you have any questions, please let me know.

**A Resolution of the City Council of the City of Plano, Texas, approving the hiring of Brandi Youngkin as Assistant City Attorney II by the City Attorney; and providing an effective date.**

**WHEREAS**, Section 4.05 of the City Charter of the City of Plano gives the City Attorney the authority to select attorneys, with the approval of the City Council, to represent the City as an employee of the City Attorney's Office; and

**WHEREAS**, the City Attorney has selected Brandi Youngkin to be hired as Assistant City Attorney II and is requesting the City Council's approval of same.

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

**Section I.** The City Council approves the hiring by the City Attorney of Brandi Youngkin as Assistant City Attorney II, such approval to be effective with the date of her employment and compliance with all prescreening requirements.

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

**DULY PASSED AND APPROVED** this the 12<sup>th</sup> day of May, 2014.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY



# 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:		05/12/14		
Department:		Building Inspections		
Department Head		Selso Mata		
Agenda Coordinator (include phone #): <b>Diana Casady #5993</b>				
<b>CAPTION</b>				
<p><b>An Ordinance of the City Council of the City of Plano, Texas, amending Section 11-141 Definitions and Section 11-156 Itinerant Vendors, of Article IV Peddlers and Solicitors, of Chapter 11 Licenses and Business Regulations, of the Code of Ordinances of the City of Plano to amend the definition for itinerant vendor, to establish definitions for carnival and carnival operator, to increase the permit fee for itinerant vendors, and to establish regulations for temporary carnivals on private property within the City of Plano; and providing a repealer clause, a severability clause; a savings clause, a penalty clause, a publication clause and an effective date.</b></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>2013-14</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>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    N/A</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact.</p> <p>STRATEGIC PLAN GOAL: Amending Section 11-141 Definitions and Section 11-156 Itinerant Vendors, to amend the definition for itinerant vendor and to establish definitions for carnival and carnival operator of the Code of Ordinances of the City of Plano relates to the City's Goal of a Safe Large City and Great Neighborhoods - 1st Choice to live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Approval of this Ordinance will authorize revisions to the Itinerant Vendor Ordinance modifying regulations for temporary businesses, and establishing regulations for temporary carnivals on private property.</p>				
List of Supporting Documents: Memo from Building Official			Other Departments, Boards, Commissions or Agencies	



# Memo

Date: May 1, 2014

To: Bruce D. Glasscock, City Manager  
Frank Turner, Deputy City Manager

From: Selso Mata, Chief Building Official

Subject: Itinerant Vendor / Carnivals

Recently carnivals were evaluated as an allowed use by zoning with a permit required as an Itinerant Vendor.

Upon further review, staff determined that regulations for temporary businesses operating within the City as an Itinerant Vendor need to be modified as do carnivals in order to establish definitions for carnival and carnival operators. An increase in permit fees for itinerant vendors and establishing regulations for temporary carnivals on private property was also found necessary to promote the public health, safety, and welfare of the community.

Please let me know if you need additional information.

**An Ordinance of the City Council of the City of Plano, Texas, amending Section 11-141 Definitions and Section 11-156 Itinerant Vendors, of Article IV Peddlers and Solicitors, of Chapter 11 Licenses and Business Regulations, of the Code of Ordinances of the City of Plano to amend the definition for itinerant vendor, to establish definitions for carnival and carnival operator, to increase the permit fee for itinerant vendors, and to establish regulations for temporary carnivals on private property within the City of Plano; and providing a repealer clause, a severability clause; a savings clause, a penalty clause, a publication clause and an effective date.**

**WHEREAS**, on November 3, 2002, the City Council of the City of Plano established regulations for itinerant vendors operating temporary businesses on private property within the City; and

**WHEREAS**, City staff has determined that the regulations for temporary businesses operating within the City need to be modified to amend the definition for itinerant vendor, to establish definitions for carnival and carnival operator, to increase the permit fee for itinerant vendors, and to establish regulations for temporary carnivals on private property to promote the public health, safety, and welfare of the community; and

**WHEREAS**, upon full review of all matters attendant and related thereto, the City Council finds that amending Article IV Peddlers and Solicitors to make the aforementioned additions and amendments is in the best interest of the City.

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

**Section I.** The heading in Article IV, Peddlers and Solicitors, of Chapter 11, Licenses and Business Regulations, of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows:

**“ARTICLE IV. PEDDLERS, SOLICITORS, ITINERANT VENDORS, CARNIVALS, AND JOB PLACEMENT ACTIVITIES”**

**Section II.** Section 11-141, Definitions, of Chapter 11, Licenses and Business Regulations, of the Code of Ordinances of the City of Plano is hereby amended to add definitions for Carnival and Carnival Operator to be inserted alphabetically into the existing list of definitions and to revise the definition for Itinerant Vendor to read as follows:

**“DIVISION 1. – GENERALLY**

**Sec. 11-141. Definitions.**

*Carnival* means a temporary commercial business located and/or operated on privately owned property, whether improved or unimproved, that is characterized by amusement rides, attractions, games of skill or chance, entertainment, shows, exhibitions,

food vendors and/or a combination thereof including fairs or festivals. Carnival does not include non-commercial, non-profit or charitable amusement events.

*Carnival Operator* means any person or entity who sets up and operates a temporary carnival on privately owned property, whether improved or unimproved, in the City.

*Itinerant vendor* shall mean any person or entity who sets up and operates an occasional business on privately owned property, whether improved or unimproved, in the City, soliciting, selling, or taking orders for, or offering to sell or take orders for any goods or services. A temporary business is one that continues for forty-five (45) days or less; and, exists whether solicitation is from a stand, vehicle, or freestanding.

Any business that exists more than forty-five (45) days shall be deemed to be a permanent occupancy and is required to obtain a certificate of occupancy from the building inspection department.”

**Section III.** Section 11-156 Itinerant Vendors on Private Property, of Article IV Peddlers and Solicitors, of Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows:

#### **“ DIVISION 4. – ITINERANT VENDORS AND CARNIVALS**

##### **Sec. 11-156. Itinerant Vendors and Carnivals on Private Property**

(a) *Requirements for Itinerant Vendors and Carnivals.* The following requirements shall apply to both itinerant vendor and carnivals:

- (1) A permit is required to operate a temporary business on privately owned property;
- (2) A non-refundable permit fee in the amount of one hundred dollars (\$100.00) is required to be paid to the City upon application;
- (3) Compliance with all City ordinances is required;
- (4) Tents, food, animals, stages, and any allowable temporary structure shall require appropriate City permits or inspections as directed by the Building Official or his designee;
- (5) Proof of a valid state sales tax certificate or tax exemption is required;
- (6) Proof of permission from the owner of the private property where the temporary business is located is required. Hours of set-up and operation of the temporary business shall be limited to between 7:00 a.m. and 10:00 p.m. daily;
- (7) A dimensioned or scaled site plan indicating the location of the display area, curb cuts, and parking area is required;
- (8) No living quarters of any kind shall be permitted to be located on the site of a temporary business.

(b) *Regulations Applicable Solely to Itinerant Vendors.* The following regulations shall apply solely to itinerant vendors:

- (1) A permit application shall be filed with the Building Inspection Department at least five (5) calendar days prior to the first day of operation of the temporary business. The permit must be displayed at the temporary business in such a manner that it is clearly visible from the abutting street and must be available on request from any City official;
- (2) An itinerant vendor permit shall be issued for a minimum of five (5) days and shall not exceed forty-five (45) days in each calendar year. No physical address shall have an itinerant vendor business more than forty-five (45) days in any calendar year;
- (3) The itinerant vendor must provide at least one unisex portable sanitary facility. In lieu of the portable sanitary facility, the vendor may provide a permission letter from the owner or manager of a property located within a two-hundred-foot radius of the temporary business granting permission to use their sanitary facilities; however, the property where the itinerant vendor has permission to use the sanitary facilities cannot be located across a thoroughfare of four lanes or larger.

(c) *Regulations Applicable Solely for Carnivals.* The following regulations shall apply solely to carnivals:

- (1) A permit application shall be filed with the Building Inspection Department at least thirty (30) calendar days prior to the first day of operation of the temporary business. The permit must be displayed at the temporary business in such a manner that it is clearly visible from the abutting street and must be available on request from any City official;
- (2) No more than three (3) carnivals shall be conducted at the same address in any calendar year. No carnival operator shall be issued more than three (3) permits in any one calendar year. A permit issued under this subsection shall not exceed two weeks per permit period. The two-week period shall commence on the first day the carnival is in operation. All carnival equipment including, but not limited to trucks, trailers, rides, and booths, shall be removed from the property in its entirety upon permit expiration. More than one permit shall not be issued in the same or consecutive months;
- (3) A carnival shall be located a minimum of five hundred (500) feet from a residential zoning district. For purposes of this subsection, the measurement shall be in a direct line from the nearest portion of any property line of the lot on which the carnival is located to the nearest portion of any property line on which a residential structure is located;

- (4) The carnival operator shall provide at least two unisex portable sanitary facility and additional portable sanitary pursuant to the same requirements listed in Section 6-712(a)(1)(ii) of the City Code of Ordinances, which addresses Outdoor Toilet Facilities;
- (5) The carnival operator shall provide the City with a copy of the written inspection and/or reinspection certificate and insurance policy required under the Texas Occupations Code for amusement rides.

(d) *Revocation of permit.* The Building Official or his designee shall have the sole discretion to revoke a permit issued pursuant to this Division upon the following conditions:

- (1) Upon a violation of law; or
- (2) Upon determination of a false or misleading statement or omission of material fact on an application for a temporary business.

(e) *Appeals.* Revocation of any permit issued pursuant to this Division may be appealed to the City Manager or his designee. Such appeal shall be in writing and shall be filed with the City Manager within five (5) business days after the Building Official or his designee has revoked the permit. The decision of the City Manager or his designee shall be issued within five (5) business days and shall be final.

(f) *Penalty.* Any violation of the provisions or terms of this Division by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with subsection 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.”

**Section IV.** All provisions of the Code of Ordinances of the City of Plano, codified or uncodified, in conflict with the provision of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, codified or uncodified, not in conflict with this Ordinance shall remain in full force and effect.

**Section V.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

**Section VI.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance.

**Section VII.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VIII.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**DULY PASSED AND APPROVED** this the 12<sup>th</sup> day of May, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# 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:		05/12/14		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): <b>Sally Bane 8302</b>				
<b>CAPTION</b>				
<p>Public Hearing and an Ordinance of the City of Plano, Texas, amending Ordinance No. 2014-2-2 to designate a new geographic area within the City of Plano, Texas, as Reinvestment Zone No. 137 for tax abatement consisting of a 21.000 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, City of Plano, Collin County, Texas and, being part of Lot 1, Block B of J.C. Penney Headquarters, an addition to the City of Plano according to the plat thereof recorded in Cabinet G, Slide 783 of the Map records of Collin County, Texas, being part of a tract of land described as Tract II in Limited General Warranty Deed to SWC Tollway &amp; 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; 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>2015-16</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 fiscal impact. Notice of public hearing published on May 1, 2014 to amend the geographic area for Reinvestment Zone 137. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This relates to FedEx Office and Print Services, Inc., a Texas corporation, request to amend the geographic area for Reinvestment Zone 137 to the northeast corner of Headquarters Drive and Legacy Drive. <a href="http://goo.gl/YJRKwb">http://goo.gl/YJRKwb</a></p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance				
Metes and Bounds				

**An Ordinance of the City of Plano, Texas, amending Ordinance No. 2014-2-2 to designate a new geographic area within the City of Plano, Texas, as Reinvestment Zone No. 137 for tax abatement consisting of a 21.000 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, City of Plano, Collin County, Texas and, being part of Lot 1, Block B of J.C. Penney Headquarters, an addition to the City of Plano according to the plat thereof recorded in Cabinet G, Slide 783 of the Map records of Collin County, Texas, being part of a tract of land described as Tract II in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.**

**WHEREAS**, on February 10, 2014, by Ordinance No. 2014-2-2, the City Council of the City of Plano, Texas (the "City"), designated a certain geographic area within the City of Plano as Reinvestment Zone No. 137 for tax abatement; and

**WHEREAS**, the City Council desires to amend Ordinance No. 2014-2-2 by designating a new geographic area with different boundaries, as further described in Exhibit "A", as Reinvestment Zone No. 137; and

**WHEREAS**, this amendment will promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

**WHEREAS**, a public hearing before the City Council was set for 7:00 p.m. on the 12th day of May, 2014, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

**WHEREAS**, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

**WHEREAS**, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

**WHEREAS**, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

**Section I.** The City of Plano Ordinance No. 2014-2-2 is hereby amended by designating a new geographic area with different boundaries, as described in Exhibit "A" attached hereto, as Reinvestment Zone No. 137.

**Section II.** All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**Section III.** It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

**Section IV.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this 12th day of May, 2014.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the J.C. Barrow Survey, Abstract No.91, City of Plano, Collin County, Texas and, being part of Lot 1, Block B of J.C. Penney Headquarters, an addition to the City of Plano according to the plat thereof recorded in Cabinet G, Slide 783 of the Map records of Collin County, Texas, being part of a tract of land described as Tract II in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and being more particularly described as follows:

**BEGINNING** at a point at the north end of a right-of-way corner clip at the intersection of the west right-of-way line of Leadership Drive (a 110-foot wide right-of-way at this point) and the north right-of-way line of Headquarters Drive (a variable width right-of-way);

**THENCE** with said corner clip, South  $12^{\circ}03'41''$  West, a distance of 10.02 feet to a point for corner;

**THENCE** South  $57^{\circ}03'41''$  West, a distance of 52.24 feet to a point at the beginning of a tangent curve to the left having a central angle of  $37^{\circ}50'00''$ , a radius of 1165.69 feet, a chord bearing and distance of South  $38^{\circ}08'41''$  West, 755.82 feet;

**THENCE** continuing with said north right-of-way line, the following courses and distances to wit:

In a southwesterly direction, with said curve to the left, an arc distance of 769.72 feet to a point at the beginning of a reverse curve to the right having a central angle of  $31^{\circ}35'40''$ , a radius of 713.00 feet, a chord bearing and distance of South  $35^{\circ}01'31''$  West, 388.21 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 393.17 feet to a point at the beginning of a compound curve to the right having a central angle of  $9^{\circ}36'43''$ , a radius of 250.00 feet, a chord bearing and distance of South  $55^{\circ}37'42''$  West, 41.89 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 41.94 feet to a point at the end of said curve;

South  $60^{\circ}26'04''$  West, a distance of 103.20 feet to a point at the beginning of a tangent curve to the right having a central angle of  $29^{\circ}32'29''$ , a radius of 87.00 feet, a chord bearing and distance of South  $75^{\circ}12'18''$  West, 44.36 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 44.86 feet to a point at the beginning of a compound curve to the right having a central angle of  $74^{\circ}51'59''$ , a radius of 137.00 feet, a chord bearing and distance of North  $52^{\circ}35'28''$  West, 166.55 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 179.01 feet to a point in the east right-of-way line of Legacy Drive (a variable width ROW);

**THENCE** with said east right-of-way line, North  $15^{\circ}09'28''$  West, a distance of 961.93 feet to a point for corner;

**THENCE** leaving east right-of-way line of Legacy Drive, North  $74^{\circ}50'32''$  East, a distance of 1167.66 feet to a point in the west right-of-way line of said Leadership Drive at the beginning of a non-tangent curve to the left having a central angle of  $10^{\circ}58'07''$ , a radius of 1555.00 feet, a chord bearing and distance of South  $27^{\circ}27'16''$  East, 297.23 feet;

**THENCE** with said west right-of-way line, the following courses and distances to wit:

In a southeasterly direction, with said curve to the left, an arc distance of 297.69 feet to a point at the end of said curve;

South  $32^{\circ}56'19''$  East, a distance of 41.45 feet to the **POINT OF BEGINNING** and containing 21.000 acres of land.



# 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:		05/12/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Sally Bane 8302</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Tax Abatement Agreement between the City of Plano, Texas, FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, a Texas limited partnership; authorizing its execution by the City Manager or his designee; and providing an effective date.					
<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>2015-16 through 2025- 26</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(S):    N/A</b>					
<b>COMMENTS:</b> This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request by FedEx Office and Print Services, Inc., a Texas corporation, to amend the geographic area for Reinvestment Zone 137 to the northeast corner of Headquarters Drive and Legacy Drive. <a href="http://goo.gl/YJRKwb">http://goo.gl/YJRKwb</a>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution First Amendment of Tax Abatement Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Tax Abatement Agreement between the City of Plano, Texas, FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, a Texas limited partnership; authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed First Amendment to the Tax Abatement Agreement by and between City of Plano ("City") and FedEx Office and Print Services, Inc., a Texas corporation ("Tenant") and KDC Legacy HQ Investments One, LP, a Texas limited partnership ("Owner"), a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "First Amendment"); and

**WHEREAS**, City, Tenant and Owner entered into an Tax Abatement Agreement on February 11, 2014; and

**WHEREAS**, City, Tenant and Owner desire to amend the metes and bounds for the real property as reflected in Exhibit "A" of said Agreement to provide the new metes and bounds as set forth in this First Amendment; and

**WHEREAS**, upon full review and consideration of the First Amendment, 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, THAT:**

**Section I.** The terms and conditions of the First Amendment, 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 designee is hereby authorized to execute the First Amendment 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 12th day of May, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

<p><b>THE STATE OF TEXAS</b></p> <p><b>COUNTY OF COLLIN</b></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b><u>First Amendment to the Tax Abatement Agreement by and between City of Plano, FedEx Office and Print Services, Inc., a Texas corporation and KDC Legacy HQ Investments One, LP, a Texas limited partnership</u></b></p>
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This First Amendment to the Tax Abatement Agreement (hereinafter "First Amendment") is made and entered into by and between **FEDEX OFFICE AND PRINT SERVICES, INC.**, a Texas corporation, duly acting by and through its authorized representative, hereinafter referred to as "Tenant", **KDC LEGACY HQ INVESTMENTS ONE, LP**, a Texas limited partnership, duly acting by and through its authorized representative, hereinafter referred to as "Owner", and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

**WITNESSETH:**

**WHEREAS**, City, Tenant and Owner entered into a Tax Abatement Agreement on February 11, 2014 (hereinafter "Agreement") to enhance and maintain the commercial/industrial economic and employment base of the City; and

**WHEREAS**, City, Tenant and Owner desire to amend the metes and bounds for the real property as reflected in Exhibit "A" of said Agreement to provide the new metes and bounds as set forth in this First Amendment.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Amendment and the Agreement, priority of interpretation shall be in the following order: First Amendment, Agreement.

**IN CONSIDERATION** of the foregoing, and for other good and valuable consideration, the parties agree as follows:

I.

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Exhibit "A" of the Agreement is hereby replaced with the revised Exhibit "A" showing the new metes and bounds for

the real property subject to this Agreement, attached hereto and incorporated herein as Exhibit "A".

**IN WITNESS WHEREOF**, this First Amendment shall be effective upon the last date on which all parties have executed this First Amendment.

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

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY      Bruce D. Glasscock, CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST: FEDEX OFFICE AND PRINT SERVICES, INC., a Texas corporation

\_\_\_\_\_  
Name: \_\_\_\_\_      By: \_\_\_\_\_  
Title: \_\_\_\_\_      Name: \_\_\_\_\_  
Date: \_\_\_\_\_      Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST: KDC LEGACY HQ INVESTMENTS ONE, LP, a Texas limited partnership  
By: KDC LEGACY HQ INVESTMENTS ONE GP, LLC, a Texas limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_      By: \_\_\_\_\_  
Title: \_\_\_\_\_      Name: \_\_\_\_\_  
Date: \_\_\_\_\_      Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the J.C. Barrow Survey, Abstract No.91, City of Plano, Collin County, Texas and, being part of Lot 1, Block B of J.C. Penney Headquarters, an addition to the City of Plano according to the plat thereof recorded in Cabinet G, Slide 783 of the Map records of Collin County, Texas, being part of a tract of land described as Tract II in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and being more particularly described as follows:

**BEGINNING** at a point at the north end of a right-of-way corner clip at the intersection of the west right-of-way line of Leadership Drive (a 110-foot wide right-of-way at this point) and the north right-of-way line of Headquarters Drive (a variable width right-of-way);

**THENCE** with said corner clip, South 12°03'41" West, a distance of 10.02 feet to a point for corner;

**THENCE** South 57°03'41" West, a distance of 52.24 feet to a point at the beginning of a tangent curve to the left having a central angle of 37°50'00", a radius of 1165.69 feet, a chord bearing and distance of South 38°08'41" West, 755.82 feet;

**THENCE** continuing with said north right-of-way line, the following courses and distances to wit:

In a southwesterly direction, with said curve to the left, an arc distance of 769.72 feet to a point at the beginning of a reverse curve to the right having a central angle of 31°35'40", a radius of 713.00 feet, a chord bearing and distance of South 35°01'31" West, 388.21 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 393.17 feet to a point at the beginning of a compound curve to the right having a central angle of 9°36'43", a radius of 250.00 feet, a chord bearing and distance of South 55°37'42" West, 41.89 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 41.94 feet to a point at the end of said curve;

South 60°26'04" West, a distance of 103.20 feet to a point at the beginning of a tangent curve to the right having a central angle of 29°32'29", a radius of 87.00 feet, a chord bearing and distance of South 75°12'18" West, 44.36 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 44.86 feet to a point at the beginning of a compound curve to the right having a central angle of 74°51'59", a radius of 137.00 feet, a chord bearing and distance of North 52°35'28" West, 166.55 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 179.01 feet to a point in the east right-of-way line of Legacy Drive (a variable width ROW);

**THENCE** with said east right-of-way line, North 15°09'28" West, a distance of 961.93 feet to a point for corner;

**THENCE** leaving east right-of-way line of Legacy Drive, North 74°50'32" East, a distance of 1167.66 feet to a point in the west right-of-way line of said Leadership Drive at the beginning of a non-tangent curve to the left having a central angle of 10°58'07", a radius of 1555.00 feet, a chord bearing and distance of South 27°27'16" East, 297.23 feet;

**THENCE** with said west right-of-way line, the following courses and distances to wit:

In a southeasterly direction, with said curve to the left, an arc distance of 297.69 feet to a point at the end of said curve;

South 32°56'19" East, a distance of 41.45 feet to the **POINT OF BEGINNING** and containing 21.000 acres of land.



# 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:		05/12/14		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): <b>Sally Bane X8302</b>				
<b>CAPTION</b>				
<p>Public Hearing and an Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 138 for tax abatement consisting of a 99.816 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, the J.W. Haynes Survey, Abstract No. 458 and the William G. Garvin Survey, Abstract No. 1103, City of Plano, Collin County, Texas, being part of the R.P. Harding Survey, Abstract No. 611, the William Garvin Survey, Abstract No. 453 in the City of Plano, Denton County, Texas, and being part of a tract of land described in Limited General Warranty Deed to SWC Tollway &amp; 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and all of a tract of land described in Special Warranty Deed to KDC Legacy HQ Investments One LP, recorded in Instrument No. 20140225000175910, Land Records of Collin County, Texas, being all of a tract of land described in deed to 121 Epic Commercial, Ltd., recorded in Document No. 2005-60189 of the Official Records of Denton County, Texas, being all of Lots 2 and 3, Block 1 of Lots 1, 2, 3, &amp; 4, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2012-134 of the Official Records of Denton County, Texas and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; 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>2017-18</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>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s):     N/A</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact. Notice of public hearing published on May 1, 2014 to create Reinvestment Zone 138. The real property improvements amount is \$300,000,000 and the personal property amount is \$50,000,000. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This relates to Toyota Motor North America, Inc., a California corporation, request for tax abatement on Reinvestment Zone 138 and the creation of the zone at the northwest corner of Legacy Drive and Headquarters Drive. <a href="http://goo.gl/llmt2r">http://goo.gl/llmt2r</a></p>				



# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Ordinance Metes and Bounds	Other Departments, Boards, Commissions or Agencies

**An Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 138 for tax abatement consisting of a 99.816 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, the J.W. Haynes Survey, Abstract No. 458 and the William G. Garvin Survey, Abstract No. 1103, City of Plano, Collin County, Texas, being part of the R.P. Harding Survey, Abstract No. 611, the William Garvin Survey, Abstract No. 453 in the City of Plano, Denton County, Texas, and being part of a tract of land described in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and all of a tract of land described in Special Warranty Deed to KDC Legacy HQ Investments One LP, recorded in Instrument No. 20140225000175910, Land Records of Collin County, Texas, being all of a tract of land described in deed to 121 Epic Commercial, Ltd., recorded in Document No. 2005-60189 of the Official Records of Denton County, Texas, being all of Lots 2 and 3, Block 1 of Lots 1, 2, 3, & 4, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2012-134 of the Official Records of Denton County, Texas and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.**

**WHEREAS**, the City Council desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

**WHEREAS**, a public hearing before the City Council was set for 7:00 p.m. on the 12<sup>th</sup> day of May, 2014, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

**WHEREAS**, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

**WHEREAS**, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

**WHEREAS**, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

**Section I.** The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

**Section II. Definitions.** For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.
- b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.
- c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.
- d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

**Section III.** The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and
- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and

- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and
- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

**Section IV.** Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 138, City of Plano, Texas.

**Section V.** The zone shall be effective as of January 1, 2018.

**Section VI.** To be eligible for tax abatement a project shall:

- a) Be located wholly within the zone as established herein.
- b) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.
- c) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- d) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

**Section VII.** Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of taxable Real Property Improvements and Tangible Personal Property value from taxation as approved hereunder as shown below:

- a) Ten (10) consecutive tax years beginning with and including the January 1, 2018 assessment date for the Real Property Improvements.

- b) Ten (10) consecutive tax years beginning with and including the January 1, 2018 assessment date for the Tangible Personal Property Improvements.
- c) Share of taxes abated – fifty percent (50%) of taxes on the total value of appraised Real Property Improvements for the years 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027.
- d) Share of taxes abated – fifty percent (50%) of taxes on the total appraised value of Tangible Personal Property for the years 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027.

**Section VIII.** Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property; and
- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements; and
- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

**Section IX.** If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

**Section X.** This Ordinance shall become effective from and after its date of passage.

**DULY PASSED AND APPROVED** this 12th day of May, 2014.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the J.C. Barrow Survey, Abstract No.91, the J.W. Haynes Survey, Abstract No. 458 and the William G. Garvin Survey, Abstract No. 1103, City of Plano, Collin County, Texas, being part of the R.P. Harding Survey, Abstract No. 611, the William Garvin Survey, Abstract No. 453 in the City of Plano, Denton County, Texas, and being part of a tract of land described in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and all of a tract of land described in Special Warranty Deed to KDC Legacy HQ Investments One LP, recorded in Instrument No. 20140225000175910, Land Records of Collin County, Texas, being all of a tract of land described in deed to 121 Epic Commercial, Ltd., recorded in Document No. 2005-60189 of the Official Records of Denton County, Texas, being all of Lots 2 and 3, Block 1 of Lots 1,2,3, & 4, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2012-134 of the Official Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1" iron rod found at the northernmost end of a circular right-of-way corner clip at the intersection of the west right-of-way line of Legacy Drive (a 121-foot wide right-of-way) and the north right-of-way line of Headquarters Drive (a 110-foot wide right-of-way), said point being the beginning of a curve to the right having a central angle of  $76^{\circ}27'04''$ , a radius of 137.00 feet, a chord bearing and distance of South  $22^{\circ}12'29''$  West, 169.54 feet;

**THENCE** with said circular right-of-way corner clip and with said curve to the right, in a southwesterly direction, an arc distance of 182.80 feet to a 1" iron rod found at the southernmost end of said circular right-of-way corner clip;

**THENCE** with said north right-of-way line, the following courses and distances to wit:

South  $60^{\circ}26'04''$  West, a distance of 503.04 feet to a point at the beginning of a tangent curve to the right having a central angle of  $28^{\circ}50'08''$ , a radius of 1945.00 feet, a chord bearing and distance of South  $74^{\circ}51'08''$  West, 968.57 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 978.87 feet to a point at the end of said curve;

South  $89^{\circ}16'11''$  West, a distance of 1,368.48 feet to a point for the southeast corner of Lot 7, Block 1 of Lots 4 & Lot 7, Block 1, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2014-131 of the Official Records of Denton County, Texas;

**THENCE** with the east line of said Lot 7 and the east line of Lot 5, Block 1 of Lots 4 & 5, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2013-232 of the Official Records of Denton County, Texas, the following courses and distances to wit:

North  $0^{\circ}43'49''$  West, a distance of 324.73 feet to a point at the beginning of a tangent curve to the left having a central angle of  $24^{\circ}20'01''$ , a radius of 540.00 feet, a chord bearing and distance of North  $12^{\circ}53'50''$  West, 227.62 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 229.34 feet to a point at the end of said curve;  
North 25°03'50" West, a distance of 502.97 feet to a point for corner in the south right-of-way line of State Highway 121 (variable width ROW);

**THENCE** with said south right-of-way line, the following courses and distances to wit:

South 88°58'37" East, a distance of 64.36 feet to a point for corner;  
North 8°41'35" West, a distance of 45.37 feet to a point for corner;  
North 47°40'00" West, a distance of 126.43 feet to a point for corner;  
North 64°57'20" East, a distance of 56.24 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 3°02'32", a radius of 11175.16 feet, a chord bearing and distance of North 69°12'02" East, 593.31 feet;  
In a northeasterly direction, with said curve to the right, an arc distance of 593.38 feet to a point at the end of said curve;  
North 70°50'41" East, a distance of 657.51 feet to a point for corner;  
North 76°36'02" East, a distance of 498.57 feet to a point for corner;  
North 70°50'41" East, a distance of 1053.22 feet to a point for corner;  
South 69°32'31" East, a distance of 25.88 feet to a point for corner;  
North 75°09'20" East, a distance of 5.40 feet to a point for corner in the west right-of-way line of said Legacy Drive;

**THENCE** with said west right-of-way line, the following courses and distances to wit:

South 15°09'28" East, a distance of 94.99 feet to a point for corner;  
South 16°11'20" East, a distance of 250.04 feet to a point for corner;  
South 15°09'28" East, a distance of 1064.24 feet to the **POINT OF BEGINNING** and containing 99.816 acres of land.



# 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:		05/12/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Sally Bane X8302</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Toyota Motor North America, Inc., a California corporation, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<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>2017-18 through 2027- 28</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
<b>BALANCE</b>		0	0	0	0
<b>FUND(S):    N/A</b>					
<b>COMMENTS:</b> This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
This relates to Toyota Motor North America, Inc., a California corporation, request for tax abatement on Reinvestment Zone 138 and the creation of the zone at the northwest corner of Legacy Drive and Headquarters Drive. <a href="http://goo.gl/llmt2r">http://goo.gl/llmt2r</a>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Tax Abatement Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Toyota Motor North America, Inc., a California corporation, providing for real and business personal property tax abatement; and 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 Tax Abatement Agreement by and between the City of Plano, Texas and Toyota Motor North America, Inc., a California corporation, a substantial 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 that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

**Section I.** The terms and conditions of the Agreement having been reviewed by the City Council of the City of Plano, Texas 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 from and after its passage.

**DULY PASSED AND APPROVED** this the 12th day of May, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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



3. Owner shall maintain the taxing situs of the Personalty on the Real Property and may not relocate the taxing situs of the Personalty to other Reinvestment Zones in the City.

### **IMPROVEMENTS**

4. (a) Owner agrees to add the Personalty required under Section 2 by December 31, 2017, unless an extension as a result of an Event of Force Majeure is approved by the City in writing. The term "Event of Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Owner at the Real Property. The term shall not include a downturn in the economy.

(b) By December 31, 2017, Owner shall make or cause to be made improvements to the Real Property consisting of a new building(s) and/or building improvements that are at least 1,000,000 gross square feet of office space with an assessed taxable value of not less than Three Hundred Million Dollars (\$300,000,000) for **new improvements added** to the Real Property between the dates of January 1, 2015 through December 31, 2017, as determined by the Collin County Central Appraisal District. The real property abatement for the new improvements shall begin in the 2018 tax year pursuant to Section 11(a) herein unless an extension as a result of an Event of Force Majeure has been approved by the City in writing.

(c) Upon the occurrence of an Event of Force Majeure, Owner shall notify the City in writing not less than sixty (60) days of the commencement of the Event of Force Majeure with supporting documentation, the anticipated duration and the actions that the party will take to alleviate the Event of Force Majeure. The City Manager shall consider such request and may grant an extension of time to complete the obligations; such extension shall not be unreasonably withheld. If the Event of Force Majeure results in a delay of meeting the required improvement value, Owner agrees that in the following year the minimum required taxable value of the improvements and/or Personalty shall be met.

### **DEFAULT**

5. Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) Owner allows its personal property taxes or real property improvement taxes owed the City to become delinquent, and fails to either:

(i) Timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or

(ii) Cure such delinquency within thirty (30) days of receipt of notice of such delinquency; or

(b) Owner fails to construct the Real Property improvements required in Section 4(b); or

(c) (i) In the first year of the abatement period for the Personalty, the assessed taxable value is less than the minimum amount set forth in Section 2; or

(ii) At any time during the Agreement, the Personalty is removed from the Real Property and the result is the taxable appraised value of the Personalty is below the minimum amount set forth in Section 2; or

(d) At any time during the Agreement, the assessed taxable value of the Real Property improvements is less than the minimum amount set forth in Section 4(b) as a result of the Owner's protest; or

(e) Owner or Owner's duly authorized representative fails to provide the annual certification as required in Section 9; or

(f) Owner fails to comply with the Assignment provision in Section 10; or

(g) Owner has been convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of aliens at the Real Property.

6. In the event that the Owner defaults under Section 5(b) of this Agreement, the City shall give Owner written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any damages as specified below shall survive the termination of this Agreement. In the event of a default under Section(s) 5(a), (c), (d), (e), (f) and/or (g) above, the City shall give the Owner written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

7. Upon the occurrence of an event of default under Section(s) 5(a), (b) and/or (g) above and that remains uncured, all taxes, including previously abated taxes which would have been paid to the City by the Owner without the benefit of this Agreement, shall become due and owing to the City from the Owner, together with interest charged from the date of the initial tax abatement per Section 11(a)(i) and (ii) of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264.

Upon the occurrence of an event of default under Section(s) 5(c), (d), (e) and/or (f) above and that remains uncured, at the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City by the Owner without the benefit of this Agreement to become due and owing to the City from the Owner, together with interest charged from the date of the initial tax abatement per Section 11 (a)(i) and (ii) this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the

addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07. City shall exercise such option within ninety (90) days of notice of default.

### **EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS**

8. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

### **ANNUAL CERTIFICATION**

9. Beginning November 1, 2018, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, Owner, or its successors or assigns, must each provide annual certification (substantially in the form attached as **EXHIBIT "B"** hereto) to the City certifying compliance with each applicable term of the Agreement.

### **ASSIGNMENT**

10. If Owner wishes to assign its rights and duties under this Agreement, it must comply with the following provisions. A failure to comply is an event of default and all remedies may apply including but not limited to a suspension of the abatement for the year(s) for which non-compliance occurred.

(a) **City Consent Required.** Except as permitted by Section 10(b) below, this Agreement may not be assigned without the express written consent of the City, which will not be unreasonably withheld or delayed. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for the City Council review and approval.

(b) **Exceptions to City Consent.** Owner may assign this Agreement without obtaining the City's consent:

(i) To a wholly owned affiliate of Owner; or

(ii) Any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety percent (90%) of the assets of the Owner; or

(iii) Upon the sale of the Real Property by Owner.

(c) Prior to the effective date of the assignment or sale under Section 10(a) or (b) above, the assigning party agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement, without exception,

and the assignee or successor shall be responsible for any default(s) of the assignee or seller that occurred prior to or after the effective date of the assignment.

### **ABATEMENT PROVISIONS**

11. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem personal property taxes and real property improvement taxes belonging to Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) (i) The tax abatement as to Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2018 through December 31, 2027.

(ii) The tax abatement as to Personalty, as provided for herein, shall be for a period of January 1, 2018 through December 31, 2027.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Personalty and Real Property improvements for the tax years set forth above.

(c) The Owner shall have the right to protest and/or contest any assessment of the Personalty or Real Property improvements where such assessment is above the minimum amount required to be maintained under Sections 2 and 4 of this Agreement. The abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those required in Sections 2 and 4 as a result of a protest and/or contest filed by Owner, or the removal of Personalty from the Real Property.

### **NOTICE**

12. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano  
Attention: Mr. Bruce D. Glasscock  
City Manager  
P.O. Box 860358  
Plano, Texas 75086-0358

With copy to:

City of Plano  
Attention: Ms. Paige Mims  
City Attorney  
P.O. Box 860358  
Plano, Texas 75086-0358

For Owner by notice to:

Toyota Motor Sales, USA, Inc.  
Attention: Mr. John Kennelly  
Vice President and Corporate Controller  
19001 S. Western Avenue  
Torrance, California 90501

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

#### **MISCELLANEOUS PROVISIONS**

13. During the term of the Agreement, the Owner further agree that the City, its agents and employees, shall have reasonable right (with no less than five (5) business days prior written notice to Owner) to access the Real Property during regular business hours to inspect the Personalty and Real Property improvements in order to insure that the location of the Personalty and Real Property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

14. It is understood and agreed between the parties that the Owner, in performing their respective obligations hereunder, are acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Owner agrees to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of their respective defaults of their obligations hereunder.

15. Based upon the certification provided by Owner, the City represents that the Real Property is not owned by any member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

16. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 12th day of May, 2014, authorizing the City Manager to execute the Agreement on behalf of the City.

17. This Agreement was entered into by Owner pursuant to its duly authorized representatives.

18. This instrument shall constitute a valid and binding agreement between the City and the Owner when executed in accordance herewith.

19. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. This Agreement is performable in Collin County, Texas and venue for any dispute arising out of this Agreement shall be in Collin County, Texas.

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

ATTEST:

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

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

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

OWNER  
TOYOTA MOTOR NORTH AMERICA,  
INC., a California corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the J.C. Barrow Survey, Abstract No.91, the J.W. Haynes Survey, Abstract No. 458 and the William G. Garvin Survey, Abstract No. 1103, City of Plano, Collin County, Texas, being part of the R.P. Harding Survey, Abstract No. 611, the William Garvin Survey, Abstract No. 453 in the City of Plano, Denton County, Texas, and being part of a tract of land described in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and all of a tract of land described in Special Warranty Deed to KDC Legacy HQ Investments One LP, recorded in Instrument No. 20140225000175910, Land Records of Collin County, Texas, being all of a tract of land described in deed to 121 Epic Commercial, Ltd., recorded in Document No. 2005-60189 of the Official Records of Denton County, Texas, being all of Lots 2 and 3, Block 1 of Lots 1,2,3, & 4, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2012-134 of the Official Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1" iron rod found at the northernmost end of a circular right-of-way corner clip at the intersection of the west right-of-way line of Legacy Drive (a 121-foot wide right-of-way) and the north right-of-way line of Headquarters Drive (a 110-foot wide right-of-way), said point being the beginning of a curve to the right having a central angle of  $76^{\circ}27'04''$ , a radius of 137.00 feet, a chord bearing and distance of South  $22^{\circ}12'29''$  West, 169.54 feet;

**THENCE** with said circular right-of-way corner clip and with said curve to the right, in a southwesterly direction, an arc distance of 182.80 feet to a 1" iron rod found at the southernmost end of said circular right-of-way corner clip;

**THENCE** with said north right-of-way line, the following courses and distances to wit:

South  $60^{\circ}26'04''$  West, a distance of 503.04 feet to a point at the beginning of a tangent curve to the right having a central angle of  $28^{\circ}50'08''$ , a radius of 1945.00 feet, a chord bearing and distance of South  $74^{\circ}51'08''$  West, 968.57 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 978.87 feet to a point at the end of said curve;

South  $89^{\circ}16'11''$  West, a distance of 1,368.48 feet to a point for the southeast corner of Lot 7, Block 1 of Lots 4 & Lot 7, Block 1, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2014-131 of the Official Records of Denton County, Texas;

**THENCE** with the east line of said Lot 7 and the east line of Lot 5, Block 1 of Lots 4 & 5, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2013-232 of the Official Records of Denton County, Texas, the following courses and distances to wit:

North  $0^{\circ}43'49''$  West, a distance of 324.73 feet to a point at the beginning of a tangent curve to the left having a central angle of  $24^{\circ}20'01''$ , a radius of 540.00 feet, a chord bearing and distance of North  $12^{\circ}53'50''$  West, 227.62 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 229.34 feet to a point at the end of said curve;

North 25°03'50" West, a distance of 502.97 feet to a point for corner in the south right-of-way line of State Highway 121 (variable width ROW);

**THENCE** with said south right-of-way line, the following courses and distances to wit:

South 88°58'37" East, a distance of 64.36 feet to a point for corner;

North 8°41'35" West, a distance of 45.37 feet to a point for corner;

North 47°40'00" West, a distance of 126.43 feet to a point for corner;

North 64°57'20" East, a distance of 56.24 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 3°02'32", a radius of 11175.16 feet, a chord bearing and distance of North 69°12'02" East, 593.31 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 593.38 feet to a point at the end of said curve;

North 70°50'41" East, a distance of 657.51 feet to a point for corner;

North 76°36'02" East, a distance of 498.57 feet to a point for corner;

North 70°50'41" East, a distance of 1053.22 feet to a point for corner;

South 69°32'31" East, a distance of 25.88 feet to a point for corner;

North 75°09'20" East, a distance of 5.40 feet to a point for corner in the west right-of-way line of said Legacy Drive;

**THENCE** with said west right-of-way line, the following courses and distances to wit:

South 15°09'28" East, a distance of 94.99 feet to a point for corner;

South 16°11'20" East, a distance of 250.04 feet to a point for corner;

South 15°09'28" East, a distance of 1064.24 feet to the **POINT OF BEGINNING** and containing 99.816 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**EXHIBIT “B”  
CERTIFICATION FORM**

[DATE]

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358

RE: Certification Form – Reinvestment Zone No. 138  
Tax Abatement Agreement (the “Agreement”) between Toyota Motor North America, Inc.  
 (“Owner”); and the City of Plano.

This letter certifies that Owner is in compliance with each applicable term as set forth in the Agreement. The term of the tax abatement pursuant to the Agreement is January 1, 2018 through December 31, 2027. This form is due on November 1, 2018 and on November 1 of each year thereafter that the Agreement is in force.

TOYOTA MOTOR NORTH AMERICA,  
INC., a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# 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:		May 12, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>Doris Carter, ext. 7151</b>				
<b>CAPTION</b>				
<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-03 to amend an Ordinance of the City of Plano, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 644 so as to allow the additional use of Hospital and Specific Use Permit No. 645 so as to allow the additional use of Helistop on 30.4± acres of land out of the William Brown Survey, Abstract No. 66 and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Commodore Partners, LTD. Tabled at April 14, 2014, City Council meeting.</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>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):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
<p>This item was tabled by the City Council at their meeting on April 14, 2014 per the applicant's request, and needs to be removed from the table for consideration. The applicant is now requesting Zoning Case 2014-03 be withdrawn. Staff recommends the Council accept the applicant's request to withdraw the zoning case.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Letter of Withdrawal		Planning & Zoning Commission		
P&Z Follow-up				
Staff Write-up				
Maps				
Ordinance				



30 April 2014

Skye Thibodeaux, Planner  
Planning Department, City of Plano  
1520 K Avenue, 2<sup>nd</sup> Floor, Suite 250  
Plano, Texas 75074

Dear Mr. Thibodeaux,

This letter is in reference to the zoning application for a specific use permit for a hospital and helistop (Case # 2014 – 03) on property located at the southeast corner of Preston Road and Rasor Boulevard. On behalf of Commodore Partners, Texas Scottish Rite Hospital for Children (TSRHC) requests withdraw of the aforementioned zoning application.

TSRHC is pursuing an alternate location that would best serve the needs of the northern DFW area. We appreciate the city's time and effort in this endeavor. Should you have any questions or need additional information, feel free to email me at [maxwell@masterplanconsultants.com](mailto:maxwell@masterplanconsultants.com) or call at 214.761.9197.

Regards,

A handwritten signature in black ink, appearing to read 'Maxwell Fisher', is written over a light blue horizontal line.

Maxwell Fisher, AICP

**DATE:** March 18, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of March 17, 2014

**AGENDA ITEM NO. 7 - PUBLIC HEARING  
ZONING CASE 2014-03  
APPLICANT: COMMODORE PARTNERS, LTD.**

Request for a Specific Use Permit for Hospital and a Specific Use Permit for Helistop on 30.4± acres located at the southeast corner of Preston Road and Rasor Boulevard. Zoned Planned Development-159-General Office/Preston Road Overlay District. Neighborhood #9.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 1 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 1 **OPPOSE:** 0

**PETITION(S) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

**Hospital SUP:** Recommended for approval as submitted.

**Helistop SUP:** Recommended for approval when operated in conjunction with a hospital.

**FOR CITY COUNCIL MEETING OF:** April 14, 2014 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

ST/dc

xc: Court Westcott, Commodore Partners, Ltd.  
Dallas Cothrum, Masterplan  
Wayne Snell, Permit Services Manager

<http://goo.gl/maps/ZjHEk>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

March 17, 2014

**Agenda Item No. 7**

**Public Hearing:** Zoning Case 2014-03

**Applicant:** Commodore Partners, Ltd.

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**DESCRIPTION:**

Request for a Specific Use Permit for Hospital and a Specific Use Permit for Helistop on 30.4± acres located at the southeast corner of Preston Road and Rasor Boulevard. Zoned Planned Development-159-General Office/Preston Road Overlay District. Neighborhood #9.

**REMARKS:**

The requested zoning is for a Specific Use Permit (SUP) for Hospital and an SUP for Helistop. The subject property is a 30.4± acre undeveloped tract located at the southeast corner of Preston Road and Rasor Boulevard. The current zoning is Planned Development-159-General Office (PD-159-O-2). A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities.

An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. The Zoning Ordinance defines hospital as an institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities such as laboratories, outpatient facilities, or training facilities as licensed by the State of Texas. A helistop is defined as an area of land or water or a structural surface which is used, or intended for use, for the landing and taking off of helicopters. No refueling, maintenance, repairs, or storage of helicopters is permitted.

To the west of the subject property, across Preston Road, are existing general office developments zoned Commercial Employment. To the north, across Rasor Boulevard, is existing retail and a bank zoned PD-20-Mixed-Use. To the east are existing multifamily residences zoned PD-490-Multifamily Residence-2. To the south is an existing general office development zoned PD-159-O-2.

### **Hospital SUP Request**

The requested hospital SUP is consistent with existing medical and other nonresidential developments in the Preston Road corridor. At the southwest corner of Preston Road and Hedgcoxe Road, there is an existing hospital development (with a helistop). The subject property has frontage along Preston Road and Rasor Boulevard which will allow for suitable access for the hospital's potential high traffic demands. The eastern portion of the subject property is within the floodplain and contains vegetation which will serve as a natural buffer from the existing multifamily residences. Further, the applicant will be required to construct a six-foot masonry screening wall along the eastern property line.

### **Helistop SUP Request**

The requested helistop SUP is requested in conjunction with the proposed hospital development. Section 3.106 (Heliports, Helistops, and Airports) of the Zoning Ordinance requires helistops to meet certain setbacks from residential zoning; however, these provisions do not apply to helistops operated in conjunction with hospitals for medical emergency flight purposes. Staff believes that the approval of the SUP is appropriate since it is common for regional hospitals to have helistops associated with emergency operations. There are four other regional hospitals within Plano that also have helistops associated with their emergency operations.

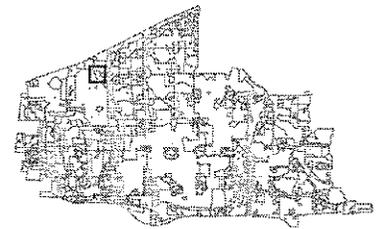
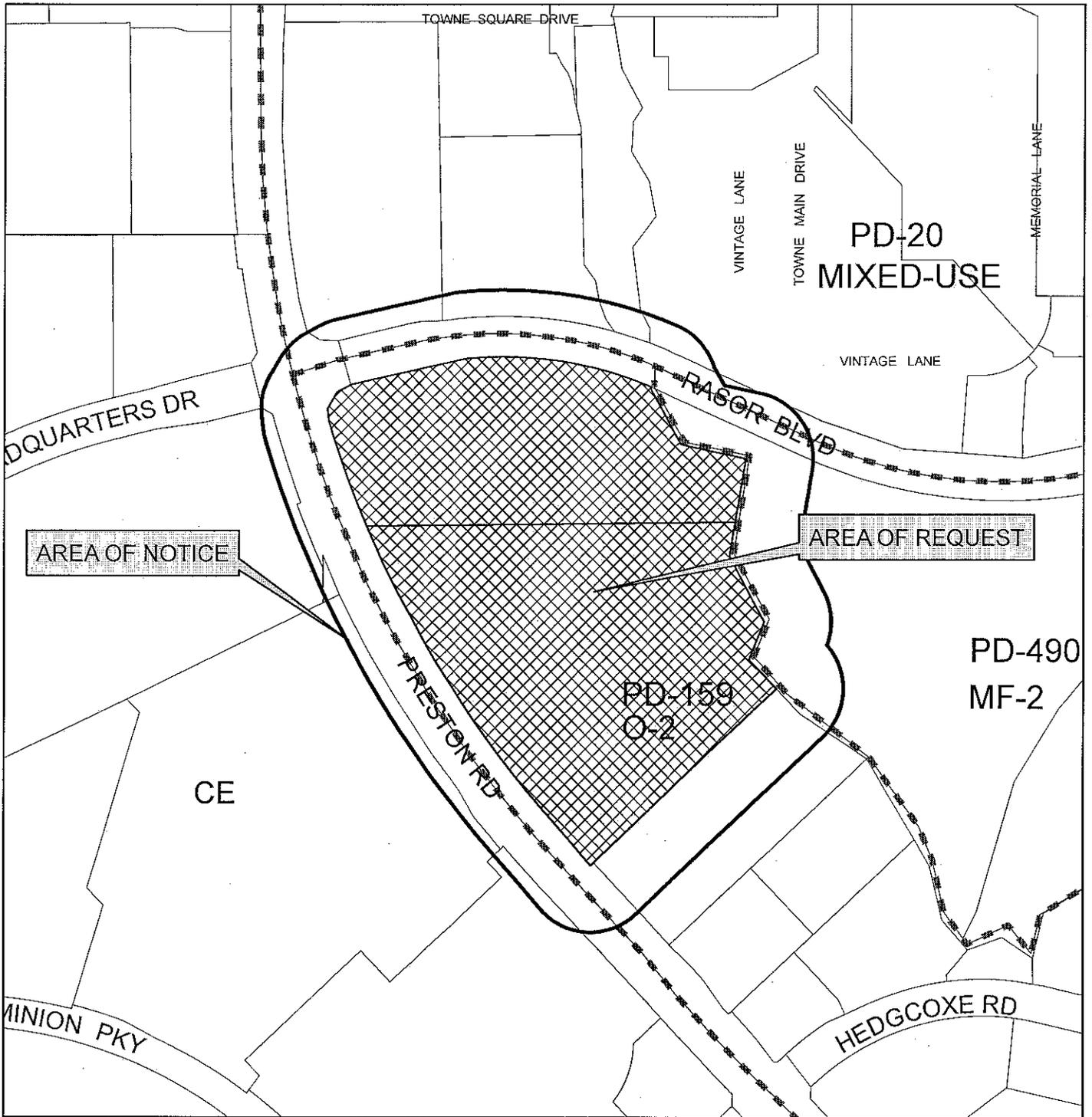
### **Summary**

The applicant is requesting an SUP for hospital and an SUP for helistop. Staff believes the proposed location is appropriate for a hospital and helistop given the existing surrounding zoning and land uses. Therefore, staff recommends approval of the requested SUPs for hospital and helistop.

### **RECOMMENDATION:**

**Hospital SUP:** Recommended for approval as submitted.

**Helistop SUP:** Recommended for approval when operated in conjunction with a hospital.

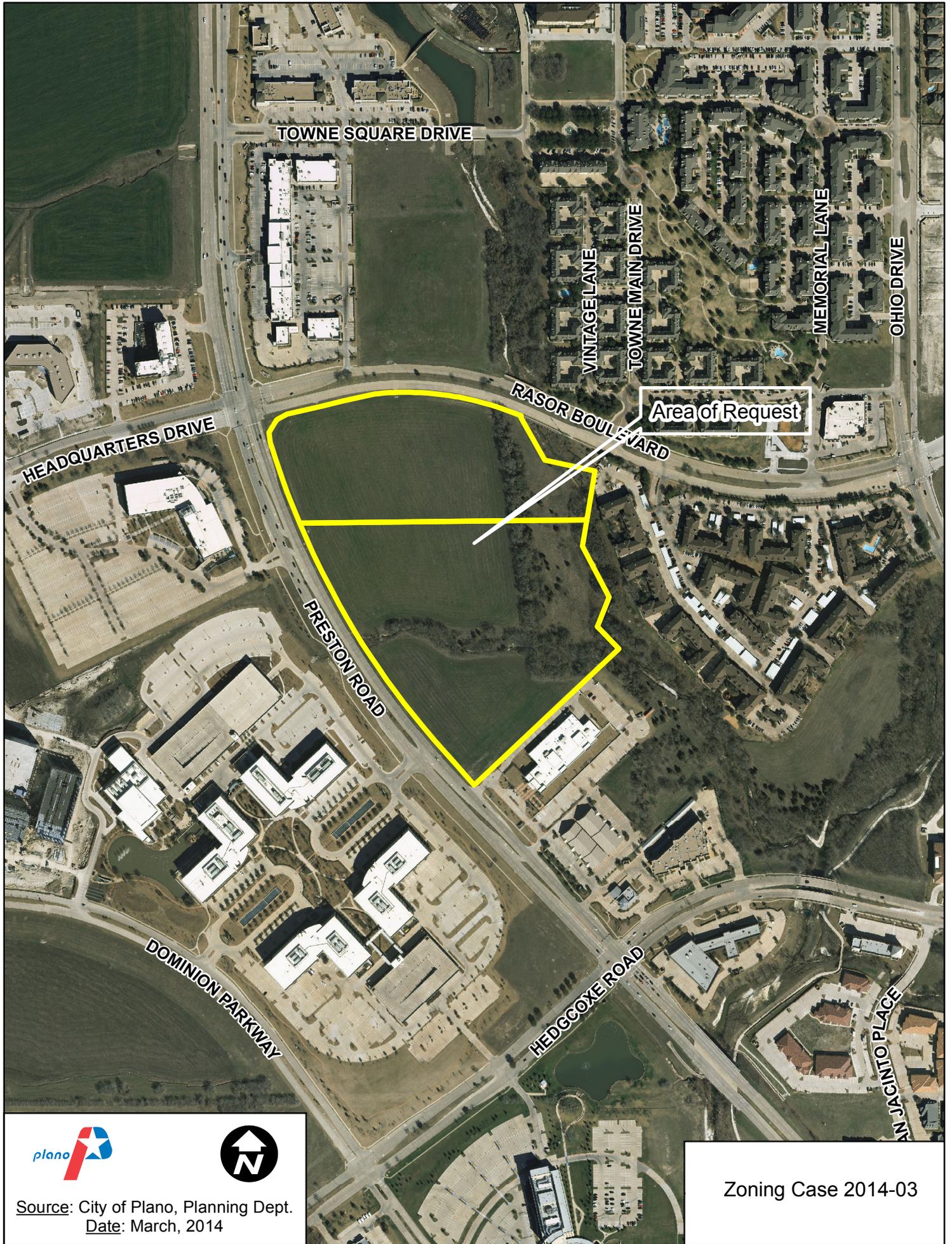


Zoning Case #: 2014-03

Existing Zoning: PLANNED DEVELOPMENT-159-GENERAL OFFICE/  
PRESTON ROAD OVERLAY DISTRICT

○ 200' Notification Buffer





Des Server:2/19/2014, X:\Dept\P&Z Locators & Graphics\Z2014-03A.mxd



Source: City of Plano, Planning Dept.  
Date: March, 2014

Zoning Case 2014-03



## Zoning Case 2014-03

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 644 so as to allow the additional use of Hospital and Specific Use Permit No. 645 so as to allow the additional use of Helistop on 30.4± acres of land out of the William Brown Survey, Abstract No. 66 and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 12th day of May, 2014, for the purpose of considering granting Specific Use Permit No. 644 for the additional use of Hospital and Specific Use Permit No. 645 for the additional use of Helistop on 30.4± acres of land out of the William Brown Survey, Abstract No. 66 and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 12th day of May, 2014; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 644 for the additional use of Hospital and Specific Use Permit No. 645 for the additional use of Helistop on 30.4± acres of land out of the William Brown Survey, Abstract No. 66 and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 644 for the additional use of Hospital and Specific Use Permit No. 645 for the additional use of Helistop on 30.4± acres of land out of the William Brown Survey, Abstract No. 66 and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office, said property being more fully described on the legal description in Exhibit "A" attached hereto.

**Section II.** The change granted in Section I is granted subject to the following:

The helistop must be operated in conjunction with a hospital.

**Section III.** It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

**Section IV.** All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**Section V.** The repeal of any ordinance or part of ordinances affectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

**Section VI.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VII.** It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of

any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

**Section VIII.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 12TH DAY OF MAY, 2014.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

Zoning Case 2014-03

BEING all of that certain lot, tract, or parcel of land situated in the William Brown Survey, Abstract No. 66 and the Collin County School Land Survey No. 7, Abstract No. 153, City of Plano, Collin County, Texas, and said tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the south corner of a corner cut-off located at the present intersection of the south right-of-way line of Razor Road (a variable width right-of-way) with the east right-of-way line of State Highway 289 (Preston Road, a variable width right-of-way);

THENCE North, 30° 58' 21" East, 56.89 feet along said corner cut-off to a 1/2-inch iron rod found for corner in the south line of Razor Road;

THENCE North, 61° 46' 43" East, 45.91 feet along the south line of Razor Road to a 1/2-inch iron rod found for corner;

THENCE North, 77° 20' 19" East, 201.18 feet along the south line of Razor Road to a 1/2-inch iron rod found for corner;

THENCE North, 77° 49' 10" East, 150.00 feet along the south line of Razor Road to a 1/2-inch iron rod found for corner at the beginning of a curve to the right having a central angle of 28° 41' 18" and a radius of 1,140.00 feet bearing South, 04° 36' 07" East;

THENCE around said curve along the south line of Razor Road, a distance of 570.60 feet to a 1/2-inch iron rod found at the northwest corner of Lot 1, Block A of Jefferson on the Bend, an addition to the City of Plano, Collin County, Texas, recorded in Cabinet I, Slide 910 of the Plat Records of Collin County, Texas;

THENCE South, 02° 42' 50" West, 7.91 feet along the west line of said Lot 1 to a 1/2-inch iron rod found for corner;

THENCE South, 28° 18' 01" East, 187.84 feet along the west line of said Lot 1 to a 5/8-inch iron rod found for corner;

THENCE South, 77° 07' 05" East, 199.15 feet along the west line of said Lot 1 to a point for corner (unable to set);

THENCE South, 10° 26' 25" West, 295.95 feet along the west line of said Lot 1 to a point for corner (unable to set);

THENCE South, 26° 57' 56" East, 223.06 feet along the west line of said Lot 1 to a point for corner (unable to set);

THENCE South, 22° 43' 28" West, 122.29 feet along the west line of said Lot 1 to a point for corner (unable to set);

THENCE South, 42° 28' 20" East, 186.33 feet along the west line of said Lot 1 to a point at the north corner (unable to set) of Lot 2, Block A of Lots 1 & 2, Block A, Preston One Addition, recorded in Cabinet P, Slide 848 of the Plat Records of Collin County, Texas;

THENCE South, 47° 37' 08" West, 771.07 feet along the north line of said Lot 2 to a 1/2-inch iron rod found for corner in the east line of State Highway 289;

THENCE North, 40° 11' 25" West, 529.55 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 30° 64' 22" West, 196.25 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 57° 55' 28" East, 40.00 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 37° 32' 27" West, 48.62 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

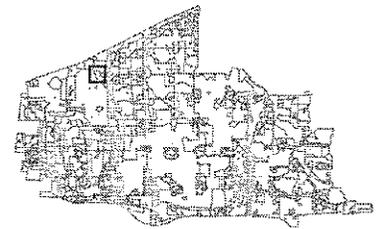
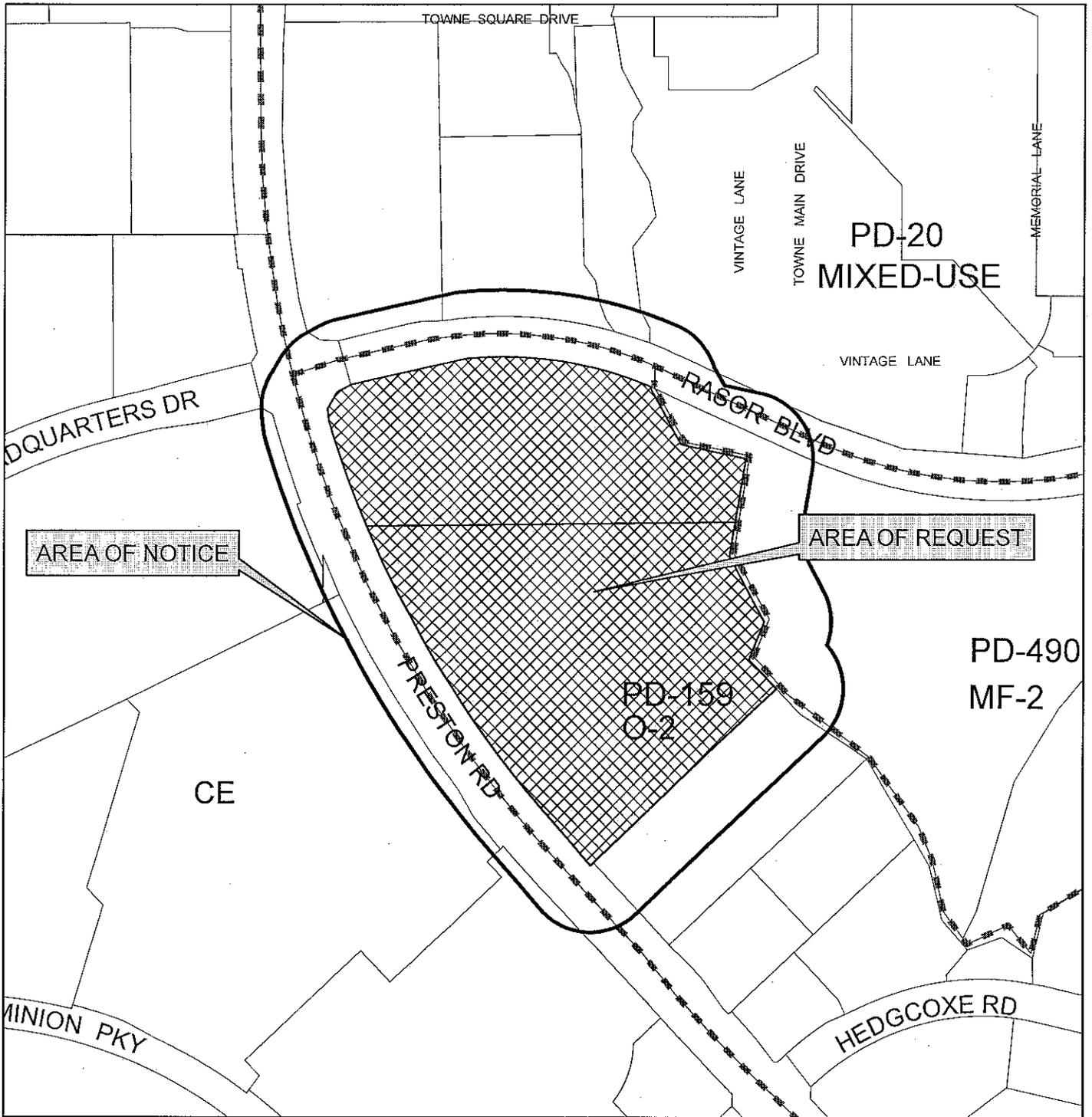
THENCE North, 62° 26' 07" West, 57.13 feet along the east line of State Highway 289 to a 5/8-inch iron rod found for corner;

THENCE North, 30° 37' 16" West, 294.09 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 21° 28' 40" West, 294.21 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 16° 36' 50" West, 195.91 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 06° 42' 59" West, 53.53 feet along the east line of State Highway 289 to the POINT OF BEGINNING and CONTAINING 1,323,497.91 square feet or 30.3833 acres of land.



Zoning Case #: 2014-03

Existing Zoning: PLANNED DEVELOPMENT-159-GENERAL OFFICE/  
PRESTON ROAD OVERLAY DISTRICT

○ 200' Notification Buffer





**DATE:** April 22, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of April 21, 2014

**AGENDA ITEM NO. 6 - PUBLIC HEARING  
ZONING CASE 2014-09  
APPLICANT: BHTT ENTERTAINMENT, INC.**

Request for a Specific Use Permit for Private Club on 0.2± acre located 550± feet east of Preston Road, 66± feet south of Park Boulevard. Zoned Planned Development-189-Retail/General Office/Preston Road Overlay District.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 1 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(S) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** May 12, 2014 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

ST/dc

xc: Edward Engel, BHTT Entertainment, Inc.  
James Konerth, BHTT Entertainment, Inc.

<http://goo.gl/maps/oEu7h>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

April 21, 2014

**Agenda Item No. 6**

**Public Hearing:** Zoning Case 2014-09

**Applicant:** BHTT Entertainment, Inc.

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**DESCRIPTION:**

Request for a Specific Use Permit for Private Club on 0.2± acre located 550± feet east of Preston Road, 66± feet south of Park Boulevard. Zoned Planned Development-189-Retail/General Office/Preston Road Overlay District.

**REMARKS:**

The requested zoning is for a Specific Use Permit (SUP) for Private Club. The Zoning Ordinance defines Private Club as an establishment providing social and dining facilities, as well as alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of the Texas Alcoholic Beverage Code, as the same may be hereafter amended, and as it pertains to the operation of private clubs. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established.

The subject property is zoned Planned Development-189-Retail/General Office (PD-189-R/O-2). A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing. The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities.

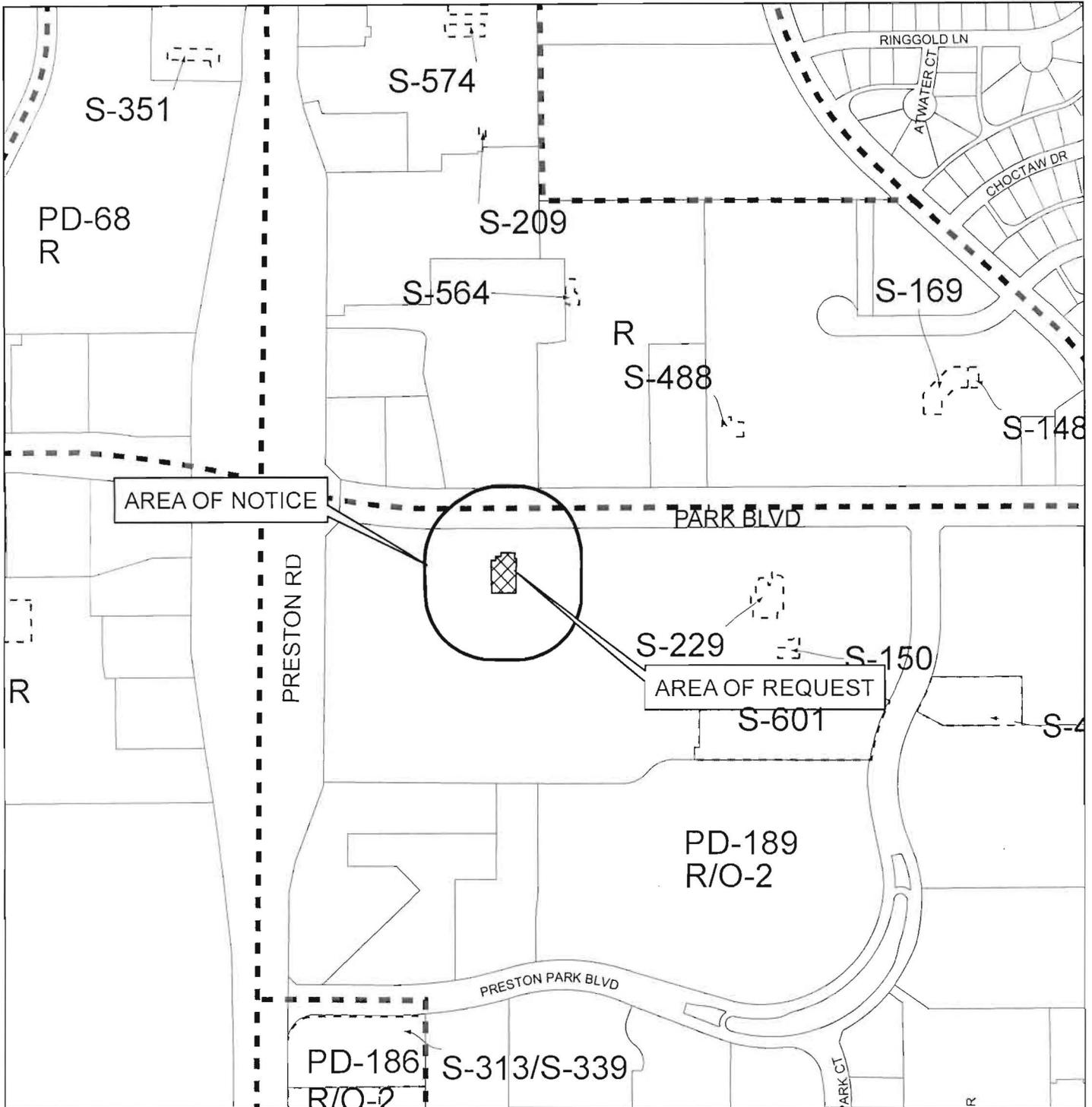
To the north of the subject property, across Park Boulevard, are existing retail developments zoned Retail. To the east of the subject property are existing retail and

restaurant developments zoned PD-189-R/O-2. To the south of the subject property is an existing retail center development zoned PD-189-R/O-2.

The subject property is a restaurant which until recently has been operating under a mixed beverage permit. The applicant is requesting a Private Club SUP because the gross alcohol sales have exceeded the 51% threshold required by the Texas Alcoholic Beverage Commission (TABC) mixed beverage permit regulations. In Plano, a restaurant can sell alcohol either with a mixed beverage permit or private club permit with an SUP. Private club operators are required to derive a minimum of 35% of gross receipts from the sale of food and must submit annual audits to the city. Subsection 3.105 (Private Clubs) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Zoning Ordinance has specific criteria regarding minimum separation distances from certain land uses (i.e. religious facilities, public or private schools, and public hospitals). The subject property is in compliance with all of the private club distance regulations and staff supports the applicant's request for a Private Club SUP.

**RECOMMENDATION:**

Recommended for approval as submitted.



Zoning Case #: 2014-09

Existing Zoning: PLANNED DEVELOPMENT-189-RETAIL/GENERAL OFFICE/  
 PRESTON ROAD OVERLAY DISTRICT ○ 200' Notification Buffer





Area of Request

PARKBOULEVARD

Doc Server 4/10/2014 X:\Dept\F&Z Locators & Graphics\Z2014-09A.mxd



Source: City of Plano, Planning Dept.  
Date: April, 2014

Zoning Case 2014-09

Line #	Direction	Length
L1	S89°23'57"E	13.10
L2	W00°36'03"E	12.30
L3	S89°23'57"E	16.10
L4	W00°36'03"E	10.60
L5	S89°23'57"E	41.80
L6	S00°36'03"W	16.90
L7	S89°23'57"E	4.30
L8	S00°36'03"W	67.30

Line #	Direction	Length
L9	S89°23'57"E	0.20
L10	S00°36'03"W	40.20
L11	N89°23'57"W	73.90
L12	W00°36'03"E	38.40
L13	N89°23'57"W	1.80
L14	W00°36'03"E	57.10
L15	N89°49'00"E	189.04
L18	S00°11'00"E	95.47

Curve #	Length	Radius	Data	Chord Direction	Chord Length
C1	244.60	1492.38	06°23'27"	S85°29'16"E	244.33

BEING a 8,400 square foot tract of land situated in the Denton Derby Survey, Abstract No. 285, Collin County, Texas, same being a portion of Lot 1R, Block A of the Preston Park Major Addition, an addition to the City of Plano, Texas as shown on the plat recorded in Colwell K. Sibley 910 of the Plat Records, Collin County, Texas, and 8,400 square foot tract of land being more particularly described as follows:

COMMENCING at an aluminum monument found for the northerly northwest corner of said Lot 1R, same being the northeast end of a corner cap line at the intersection of the east right-of-way line of Preston Road (State Highway 289) (a variable width right-of-way) and south right-of-way line of West Park Boulevard (a called 120' wide right-of-way);

THENCE along said south right-of-way line of West Park Boulevard, the following three (3) courses and distances:

North 89°49'00" East, a distance of 43.73 feet to aluminum monument found for corner of the beginning of a non-tangent curve to the left having a central angle of 06°23'27", a radius of 1492.38 feet and a chord which bears South 85°29'16" East, a distance of 244.33 feet.

Along said curve to the left, an arc distance of 244.60 feet to aluminum monument found for corner.

North 28°49'00" East, a distance of 188.04 feet to a point for corner;

THENCE departing said south right-of-way line of West Park Boulevard, South 00°11'00" East, a distance of 95.47 feet to a corner of a one story brick building, the POINT OF BEGINNING of the herein described tract;

THENCE along the face of said one story brick building, the following three (3) courses and distances:

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North 00°36'03" East, a distance of 12.30 feet to a point at the corner of said building;

South 89°23'57" East, a distance of 16.10 feet to a point at the corner of said building, same being a corner of a concrete patio area;

THENCE along the edge of said concrete patio area, the following five (5) courses and distances:

North 00°36'03" East, a distance of 10.60 feet to a point for corner of said concrete patio area;

South 89°23'57" East, a distance of 41.80 feet to a point for corner of said concrete patio area;

South 00°36'03" West, a distance of 16.90 feet to a point for corner of said concrete patio area;

South 89°23'57" East, a distance of 4.30 feet to a point for corner of said concrete patio area;

South 00°36'03" West, at a distance of 6.00 feet passing a corner of said one story brick building and continuing along the face of said building for a total distance of 67.30 feet to a point at the corner of said building;

THENCE along the face of said one story brick building, the following six (6) courses and distances:

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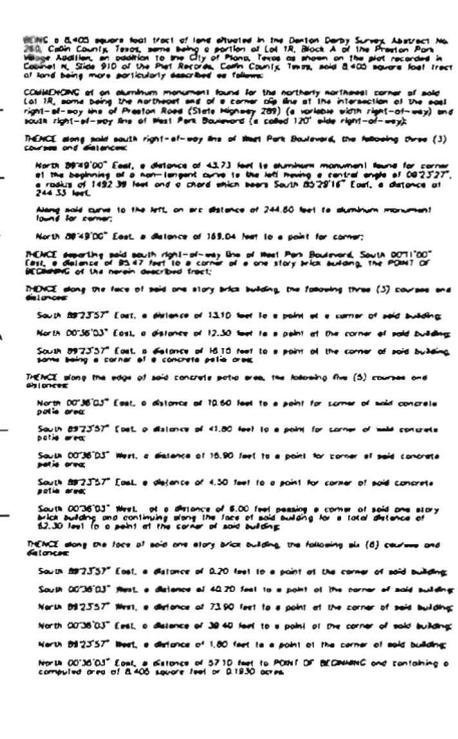
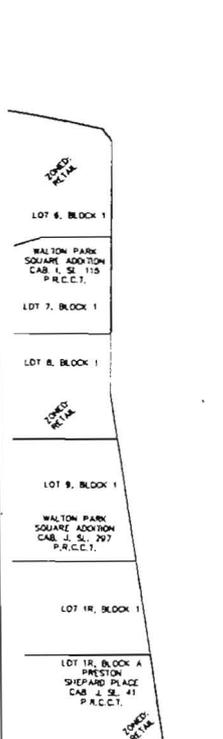
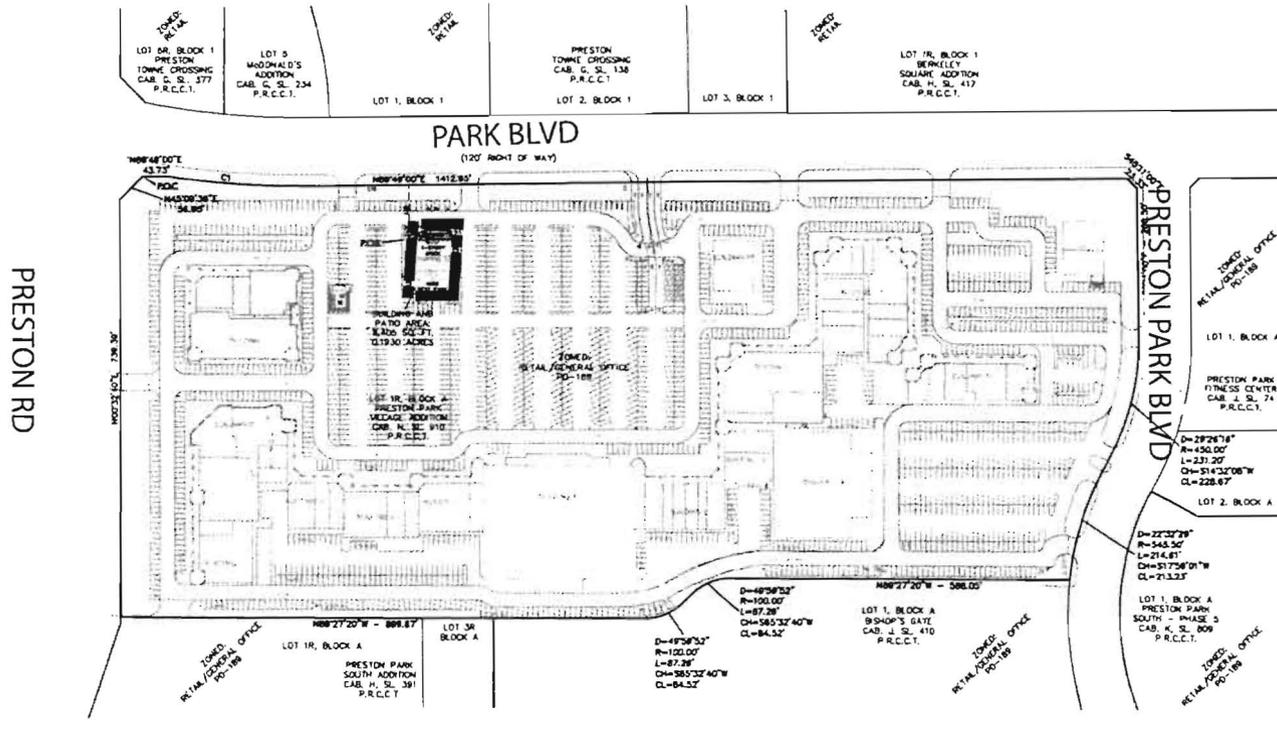
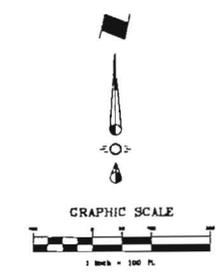
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North 89°23'57" East, a distance of 73.90 feet to a point at the corner of said building;

North 00°36'03" East, a distance of 38.40 feet to a point at the corner of said building;

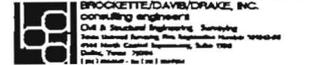
North 89°23'57" East, a distance of 1.80 feet to a point at the corner of said building;

North 00°36'03" East, a distance of 57.10 feet to POINT OF BEGINNING and containing a computed area of 8,400 square feet or 0.1930 acres.



NOTE:  
Approval of the zoning case associated with this exhibit does not imply approval of any associated site, plat, or plan, approval of the development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on the zoning case.

**SUP EXHIBIT**  
BRICK HOUSE  
4900 WEST PARK BOULEVARD  
PLANO, TEXAS



CHECKED	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRF	DM	4/8/2014	1"=100'	SC/AY	C14025	1 OF 1

4/7/2014 - ADDED NOTE, ADJUSTERS AND ZONING INFORMATION

## Zoning Case 2014-09

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 649 so as to allow the additional use of Private Club on 0.2± acre of land out of the Denton Darby Survey, Abstract No. 260, located 550± feet east of Preston Road, 66± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 12th day of May, 2014, for the purpose of considering granting Specific Use Permit No. 649 for the additional use of Private Club on 0.2± acre of land out of the Denton Darby Survey, Abstract No. 260, located 550± feet east of Preston Road, 66± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 12th day of May, 2014; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 649 for the additional use of Private Club on 0.2± acre of land out of the Denton Darby Survey, Abstract No. 260, located 550± feet east of Preston Road, 66± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 649 for the additional use of Private Club on 0.2± acre of land out of the Denton Darby Survey, Abstract No. 260, located 550± feet east of Preston Road, 66± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office, said property being more fully described on the legal description in Exhibit "A" attached hereto.

**Section II.** It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

**Section III.** All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**Section IV.** The repeal of any ordinance or part of ordinances affectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

**Section V.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

**Section VII.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 12TH DAY OF MAY, 2014.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

Zoning Case 2014-09

BEING a 8,405 square foot tract of land situated in the Denton Darby Survey, Abstract No. 260, Collin County, same being a portion of Lot 1R, Block A, of the Preston Park Village Addition, an addition to the City of Plano, Texas as shown on the plat recorded in Cabinet N, Slide 910 of the Plat Records, Collin County, Texas, said 8,405 square foot tract of land being more particularly described as follows:

COMMENCING at an aluminum monument found for the northerly northwest corner of said Lot 1R, same being the northeast end of a corner clip line at the intersection of the east right-of-way line of Preston Road (State Highway 289) (a variable width right-of-way) and south right-of-way line of West Park Boulevard (a called 120-foot wide right-of-way);

THENCE along said south right-of-way line of West Park Boulevard, the following three courses and distances:

North,  $89^{\circ} 49' 00''$  East, a distance of 43.73 feet to aluminum monument for corner at the beginning of a non-tangent curve to the left having a central angle of  $09^{\circ} 23' 27''$ , a radius of 1,492.39 feet and a chord which bears South,  $85^{\circ} 29' 16''$  East, a distance of 244.33 feet;

Along said curve to the left, an arc distance of 244.60 feet to aluminum monument found for corner;

North,  $89^{\circ} 49' 00''$  East, a distance of 169.04 feet to a point for corner;

THENCE departing said south right-of-way line of West Park Boulevard, South,  $00^{\circ} 11' 00''$  East, a distance of 95.47 feet to a corner of a one story brick building, the POINT OF BEGINNING of the herein described tract;

THENCE along the face of said one story brick building, the following three courses and distances:

South,  $89^{\circ} 23' 57''$  East, a distance of 13.10 feet to a point at the corner of said building;

North,  $00^{\circ} 36' 03''$  East, a distance of 12.30 feet to a point at the corner of said building;

South,  $89^{\circ} 23' 57''$  East, a distance of 16.10 feet to a point at the corner of said building, same being a corner of a concrete patio area;

THENCE along the edge of said concrete patio area, the following five courses and distances:

North, 00° 36' 03" East, a distance of 10.60 feet to a point for corner of said concrete patio area;

South, 89° 23' 57" East, a distance of 41.80 feet to a point for corner of said concrete patio area;

South, 00° 36' 03" West, a distance of 16.90 feet to a point for corner of said concrete patio area;

South, 89° 23' 57" East, a distance of 4.50 feet to a point for corner of said concrete patio area;

South, 00° 36' 03" West, at a distance of 6.00 feet passing a corner of said one story brick building and continuing along the face of said building for a total distance of 62.30 feet to a point at the corner of said building;

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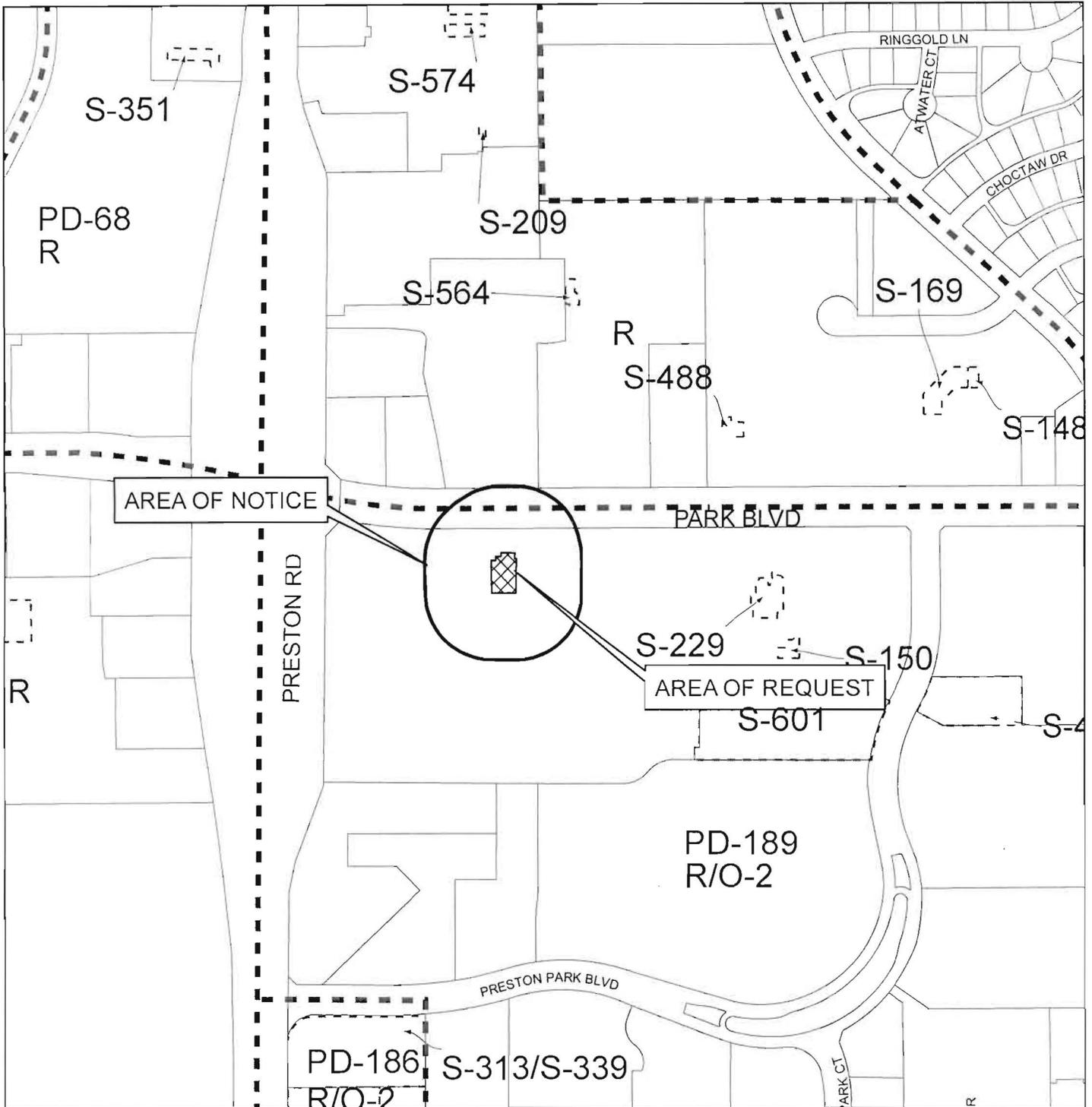
South, 00° 36' 03" West, a distance of 40.20 feet to a point at the corner of said building;

North, 89° 23' 57" West, a distance of 73.90 feet to a point at the corner of said building;

North, 00° 36' 03" East, a distance of 39.40 feet to a point at the corner of said building;

North, 89° 23' 57" West, a distance of 1.80 feet to a point at the corner of said building;

North, 00° 36' 03" East, a distance of 57.10 feet to a POINT OF BEGINNING and CONTAINING a computed area of 8,405 square feet or 0.1930 acres.



Zoning Case #: 2014-09

Existing Zoning: PLANNED DEVELOPMENT-189-RETAIL/GENERAL OFFICE/  
 PRESTON ROAD OVERLAY DISTRICT ○ 200' Notification Buffer



Line #	Direction	Length
L1	S89°23'57"E	13.10
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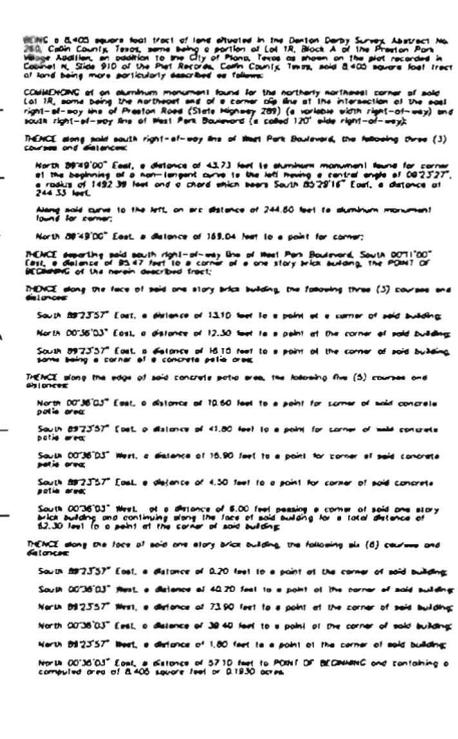
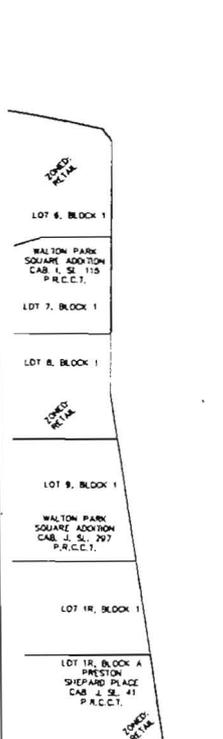
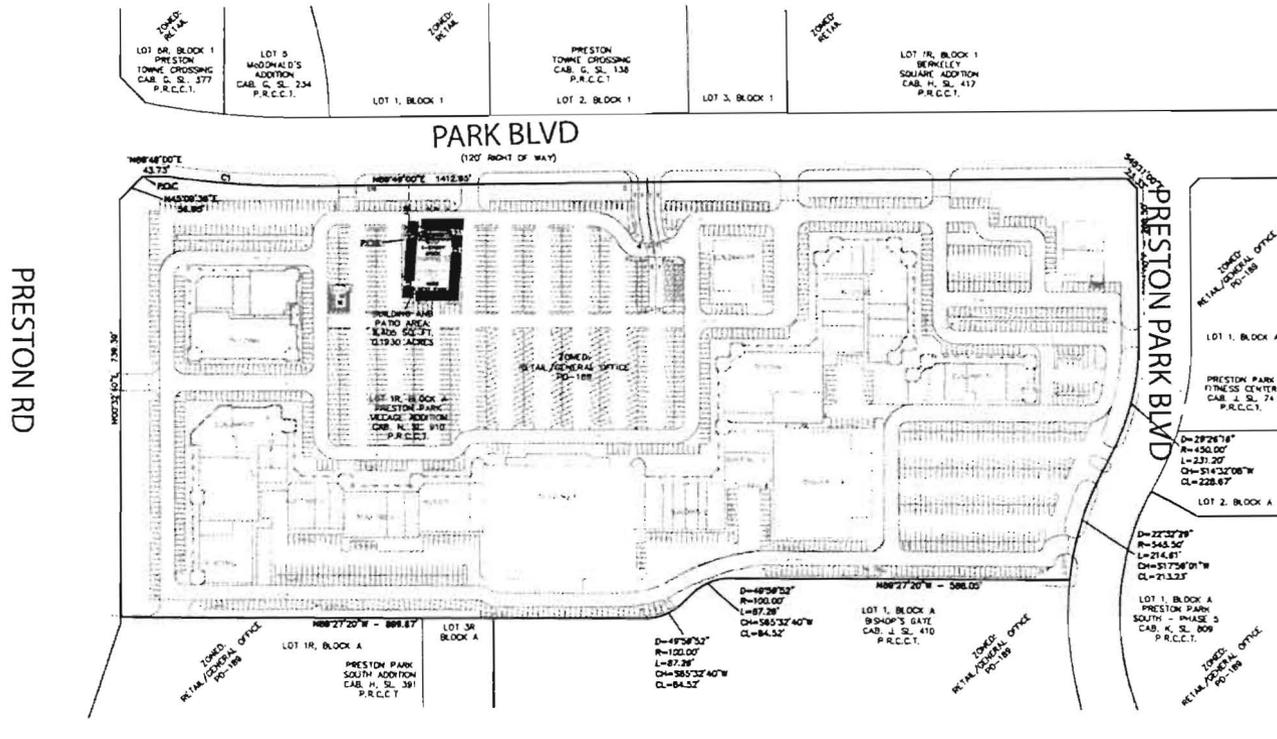
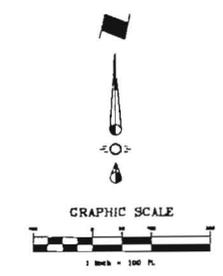
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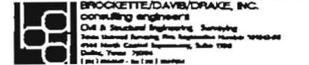
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NOTE:  
Approval of the zoning case associated with this exhibit does not imply approval of any associated site, plat, or plan, approval of the development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on the zoning case.

**SUP EXHIBIT**  
BRICK HOUSE  
4900 WEST PARK BOULEVARD  
PLANO, TEXAS



CHECKED	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRF	DM	4/8/2014	1"=100'	SC/AY	C14025	1 OF 1

4/7/2014 - ADDED NOTE, ADJUSTERS AND ZONING INFORMATION



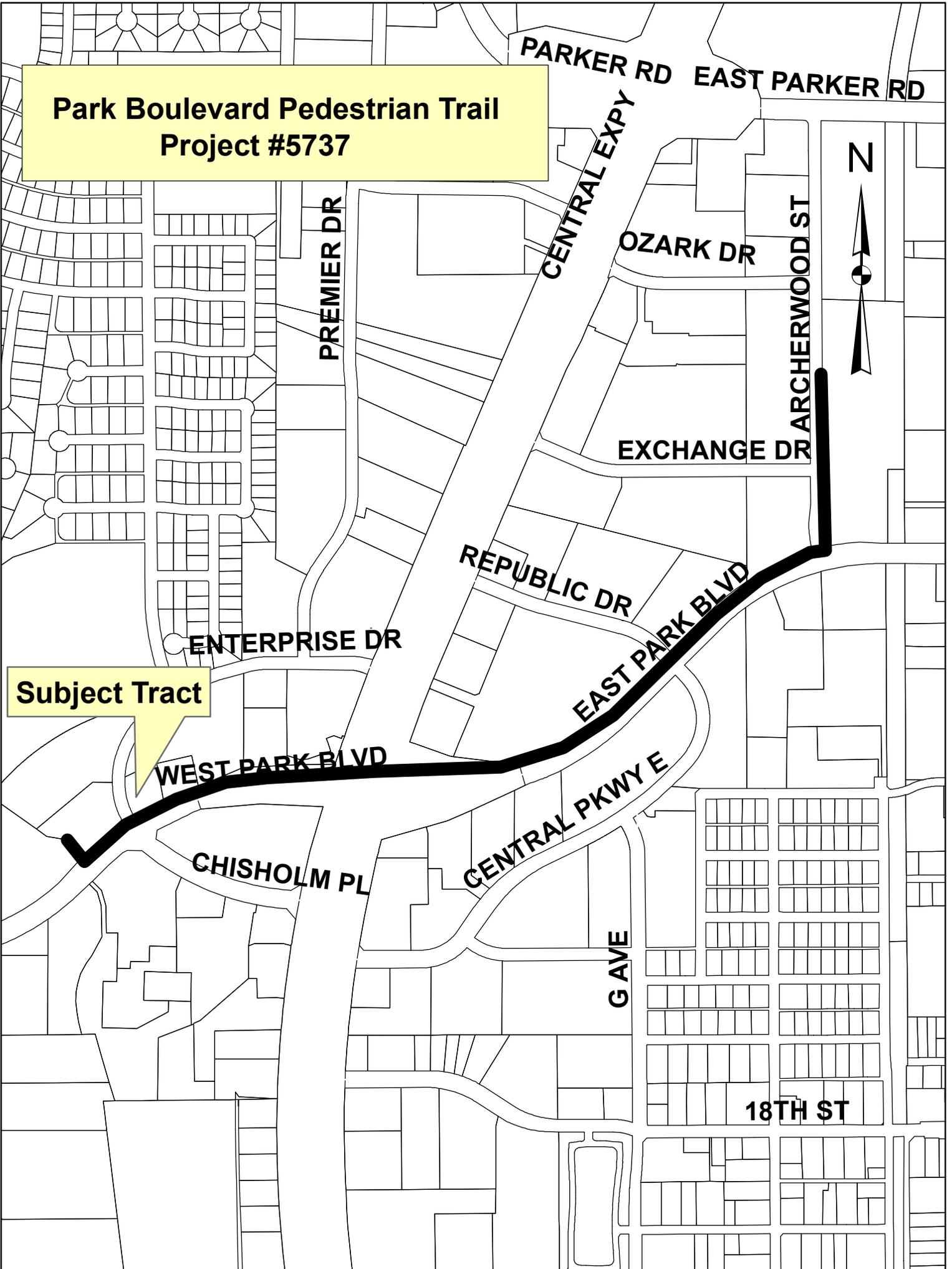
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/12/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 5737</b>
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas determining a public necessity to acquire the easement property as described in the attached Exhibit "A", also known as 801 W. Park Boulevard, for the public use of the Park Boulevard and US 75 Pedestrian Crossing Project; authorizing the use of the power of eminent domain to condemn the easement property; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file eminent domain proceedings, if necessary, 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>2013-14</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>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S): N/A</b>				
<p><b>COMMENTS:</b> This item has no financial impact.          STRATEGIC PLAN GOAL: Condemnation of these easements for future improvements relates to the City's goals of Financially Strong City with Service Excellence and Great Neighborhoods – 1<sup>st</sup> Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This item authorizes the acquisition of a street, sidewalk and utility easement and a temporary construction easement, for a combined total area of 1957.1 square feet. The location of the easements is at the northeast corner of the intersection of Park Boulevard and Enterprise Drive, on property owned by Big Score Investors, LLC.</p> <p>The City plans to use the easements for the improvements necessary for the Park Boulevard Pedestrian Trail project and related appurtenances. These include, but are not limited to, the reconstruction of the sidewalk and the reconstruction of the driveway to fit the proposed sidewalk grades.</p> <p><a href="https://maps.google.com/maps?q=park+boulevard+%26+Archerwood&amp;hl=en&amp;ll=33.031297,-96.701875&amp;spn=0">https://maps.google.com/maps?q=park+boulevard+%26+Archerwood&amp;hl=en&amp;ll=33.031297,-96.701875&amp;spn=0</a></p>				
List of Supporting Documents: Location Map, Ordinance; Street, Sidewalk and Utility Easement Parcel No. 1 Temporary Construction Easement		Other Departments, Boards, Commissions or Agencies N/A		

**Park Boulevard Pedestrian Trail  
Project #5737**



**Subject Tract**



**An Ordinance of the City of Plano, Texas determining a public necessity to acquire the easement property as described in the attached Exhibit “A”, also known as 801 W. Park Boulevard, for the public use of the Park Boulevard and US 75 Pedestrian Crossing Project; authorizing the use of the power of eminent domain to condemn the easement property; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file eminent domain proceedings, if necessary, and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano, Texas, (the “City Council”) upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano and the public at large to acquire utility, street, sidewalk, and temporary construction easements (collectively “Easements”) in the general form and on the property attached hereto as Exhibit “A”, also known as 801 W. Park Boulevard, (the “Property”) and incorporated herein for all purposes, located within the City of Plano, Collin County, Texas for the purpose of, among other things, the construction, access, repair, maintenance and replacement of the improvements and related appurtenances, which are necessary for the Park Boulevard and US 75 Pedestrian Crossing-Project #5737 (the “Project”) collectively (the “Public Uses”); and

**WHEREAS**, the City Council finds that the description of the Property, attached hereto as Exhibit “A” to be acquired by eminent domain for the Project, complies with applicable law in that the same: (i) provides property owner reasonable notice that the owner’s property may be subject to condemnation proceedings during the planning or construction of the Project; and (ii) the Project is a reconstruction project for which the law authorizes such description of the general area to be covered by the Project and/or the general route that will be used by the City of Plano for the Project; and

**WHEREAS**, the City Council has further investigated and determined that the Project constitutes a public use for a public purpose; and

**WHEREAS**, the City is required to make an initial offer as defined by and in compliance with Texas Property Code §21.0111 (“Initial Offer”) and a bona fide offer, as defined by and in compliance with Texas Property Code §21.0113 (“Bona Fide Offer”) to acquire the Easements on the Property for public use, voluntarily, from the subject landowners prior to moving forward with the acquisition by eminent domain; and

**WHEREAS**, the City Council now deems it necessary to authorize the City Attorney to initiate condemnation proceedings in order to acquire the necessary Easements;

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

**Section I.** The City Council hereby finds and determines that the recitals made in the preamble of this Ordinance are true and correct, and incorporates such recitals into the body of this ordinance as if copied in their entirety.

**Section II.** The City Council hereby finds and determines that a public use and necessity exists for the Public Uses and authorizes acquisition of the necessary property rights in and to the Property for such purposes, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of lands.

**Section III.** The City Council authorizes the City Attorney or her designee to negotiate for and to acquire the required property rights for the City, and to acquire said rights in compliance with State and any other applicable law. Moreover, the City Attorney, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that she deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

**Section IV.** The City Manager, or designee, is appointed as negotiator for the acquisition of the needed property interests and, as such, the City Manager or designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. Further, the City Manager or designee is specifically authorized to establish the just compensation for the acquisition of the Property. Additionally, if the City Manager or designee determines that an agreement as to damages or compensation cannot be reached, then the City Attorney or designee is hereby authorized and directed to file or cause to be filed, against the owner(s) and interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in the Property.

**Section V.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 12<sup>th</sup> day of May, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

**STREET, SIDEWALK AND UTILITY EASEMENT**

**STATE OF TEXAS**

**COUNTY OF COLLIN**

**NOTARIAL**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, BIG SCORE INVESTORS, LLC**, a Texas limited liability company, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does hereby **SELL, GRANT and CONVEY** to the Grantee an easement for street and utility purposes and the right to lay out, open, operate, construct, reconstruct and perpetually maintain street, sidewalk and utility facilities (the "Facilities"), together with all necessary incidental improvements and appurtenances, in, under, along, upon and across certain real property located in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

**TO HAVE AND TO HOLD** the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing and maintaining the Facilities, and all incidental improvements and for making connections therewith. Grantee shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with all and singular the right, privilege, and appurtenances thereto in any manner belonging unto Grantee, its successors and assigns, forever.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BIG SCORE INVESTORS, LLC, a Texas limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§  
§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of **BIG SCORE INVESTORS, LLC**, a Texas limited liability company, on behalf of said limited liability company.

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

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

**STREET AND UTILITY EASEMENT PARCEL No. 1**  
**EXHIBIT "A"**  
**BIG SCORE INVESTORS, LLC**  
**ENTERPRISE PLAZA**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

Being a permanent variable width street and utility easement out of a tract of land conveyed to BIG SCORE INVESTORS, LLC by deed as recorded in Instrument Number 20111102001182140, Official Public Records, Collin County, Texas, said tract also being Lot 1, Block A, Enterprise Plaza, being an Addition to the City of Plano according to the plat recorded in Volume G, Page 637, Map Records of Collin County, Texas (M.R.C.C.T.), said permanent variable width street and utility easement being herein more particularly described by metes and bounds as follows:

**BEGINNING** at a ½" iron rod found at the southeast property corner of the said Lot 1, said beginning point being at the southwest property corner of Lot 3R, Block A, Enterprise Plaza Addition, being an Addition to the City of Plano according to the plat thereof recorded in Volume I, Page 409 of the M.R.C.C.T., said beginning point also being on the existing north right-of-way of Park Boulevard (being an 100 feet wide right-of-way at this point), said beginning point also being at the beginning of a curve to the left having a radius of 1,260.00 feet;

**THENCE** in a Southwesterly direction, along the south property line of the said Lot 1, along the said right-of-way line and along the said curve an arc length of 143.98 feet, through a central angle of 06°32'50", across a chord having a direction of South 61°12'59" West and a chord length of 143.90 feet to a point on the east right-of-way line of Enterprise Drive (being a 60 feet wide right-of-way);

**THENCE** North 75°04'31" West, along the south property line of the said Lot 1 and along the said east right-of-way line of Enterprise Drive, a distance of 13.56 feet to a point at the beginning of a curve to the right having a radius of 370.00 feet;

**THENCE** in a Northwesterly direction, along the west property line of the said Lot 1, along the said east right-of-way line of Enterprise Drive and along the said curve an arc length of 44.49 feet, through a central angle of 06°53'20", across a chord having a direction of North 23°21'33" West and a chord length of 44.46 feet to a ½" iron rod with cap stamped "SPOONER & ASSOCIATES" set;

**THENCE** South 36°21'32" East a distance of 17.15 feet to a ½" iron rod with cap stamped "SPOONER & ASSOCIATES" set;

**THENCE** South 56°11'15" East a distance of 26.25 feet to a ½" iron rod with cap stamped "SPOONER & ASSOCIATES" set;

**THENCE** South 81°28'24" East a distance of 10.63 feet to a ½" iron rod with cap stamped "SPOONER & ASSOCIATES" set at the beginning of a curve to the right having a radius of 1,266.00 feet;

**THENCE** in a Northeasterly direction along the said curve an arc length of 128.79 feet, through a central angle of 05°49'43", across a chord having a direction of North 61°39'07" East and a chord length of 128.73 feet to a ½" iron rod with cap stamped "SPOONER & ASSOCIATES" set on the east property line of the said Lot 1, said point also being on the west property line of the said Lot 3R;

**THENCE** South 09°49'09" East, along the said property lines, a distance of 6.23 feet to a point; to the **POINT OF BEGINNING** containing 0.031 acres (1,354.3 Sq. Ft.) of land more or less.

**\*SURVEYORS CERTIFICATE\***

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

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

Surveyors Name: Eric Shaun Spooner  
Registered Professional Land Surveyor,  
Texas No. 5922  
Date of Survey: 11-19-07  
Revised: 8-30-12



# PLAT OF EXHIBIT "A"

SEE ATTACHED LEGAL DESCRIPTION  
ON PAGES 1 & 2 OF EXHIBIT "A"

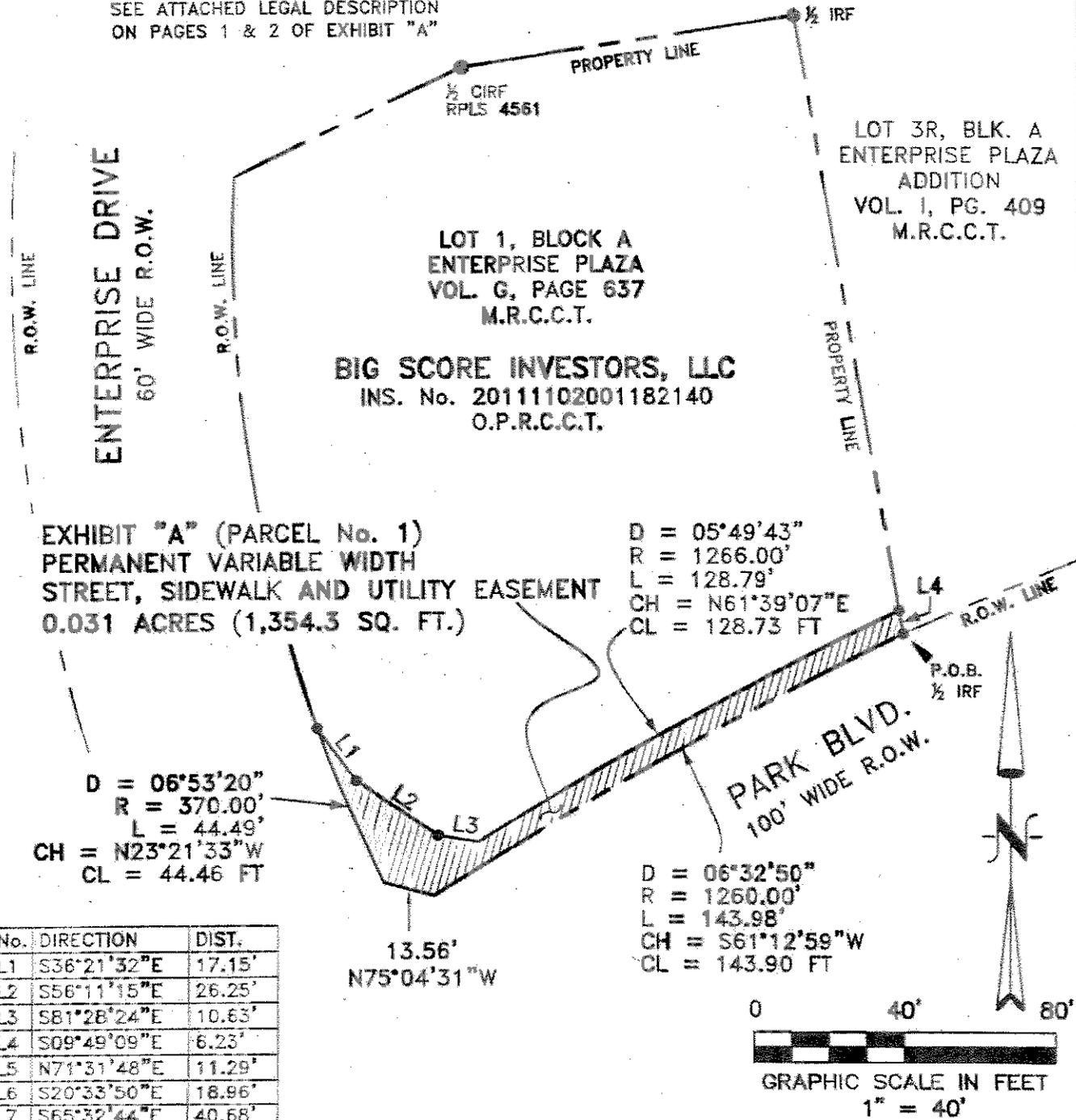


EXHIBIT "A" (PARCEL No. 1)  
PERMANENT VARIABLE WIDTH  
STREET, SIDEWALK AND UTILITY EASEMENT  
0.031 ACRES (1,354.3 SQ. FT.)

D = 06°53'20"  
R = 370.00'  
L = 44.49'  
CH = N23°21'33"W  
CL = 44.46 FT

D = 05°49'43"  
R = 1266.00'  
L = 128.79'  
CH = N61°39'07"E  
CL = 128.73 FT

D = 06°32'50"  
R = 1260.00'  
L = 143.98'  
CH = S61°12'59"W  
CL = 143.90 FT

13.56'  
N75°04'31"W

No.	DIRECTION	DIST.
L1	S36°21'32"E	17.15'
L2	S56°11'15"E	26.25'
L3	S81°28'24"E	10.63'
L4	S09°49'09"E	6.23'
L5	N71°31'48"E	11.29'
L6	S20°33'50"E	18.96'
L7	S65°32'44"E	40.68'

NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS ESTABLISHED FROM PLAT BEARINGS AS SHOWN ON LOT 1, BLOCK A, ENTERPRISE PLAZA (VOL. G, PAGE 637) M.R.C.C.T.

## PERMANENT VARIABLE WIDTH STREET, SIDEWALK AND UTILITY EASEMENT

SUBDIVISION: ENTERPRISE PLAZA  
LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS  
WHOLE PROPERTY ACREAGE: 0.7237 ACRES PER PLAT

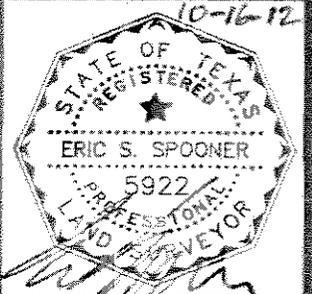
PARCEL No. 1 REVISED: 10-16-12  
EXHIBIT "A" PAGE 3 OF 3

S&A JOB NO.: 1580  
DATE: 1-19-07

DRAWN BY: E.S.S./R.C.S.  
CHECKED BY: E.S.S.

ACAD FILE: 1580-PLANO-INTERSECTIONS REV 10/16/12

SPOONER & ASSOC., INC. 309 BYERS STREET, EULESS, TEXAS 76039, PH 817-281-2355 FAX 817-281-1389



**TEMPORARY CONSTRUCTION EASEMENT**

STATE OF TEXAS  
COUNTY OF COLLIN

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, **BIG SCORE INVESTORS, LLC**, a Texas limited liability company, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does **SELL, GRANT and CONVEY** to Grantee, its successors and assigns, a temporary construction easement for the purpose of grading and constructing private driveways associated with roadway and related drainage or utility construction in, on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (called the "Easement Property").

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Easement Property, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will expire at such time that the public improvement project described as Park Blvd. Pedestrian Crossing, Project No. 5737 is completed and accepted by the City of Plano, Texas.

This Easement may be assigned in whole or in part.

**TO HAVE AND TO HOLD** unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property or any part thereof, for the purpose of access by Grantee and Grantee's contractors and their employees and for the purposes set forth above.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**BIG SCORE INVESTORS, LLC, a Texas limited liability company**

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of **BIG SCORE INVESTORS, LLC**, a Texas limited liability company, on behalf of said limited liability company.

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

**After Recording Please Return To:**  
City Attorney's Office  
City of Plano, Texas  
P.O. Box 860358  
Plano, TX 75086-0358

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**BIG SCORE INVESTORS, L.L.C.**  
**ENTERPRISE PLAZA ADDITION**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**BEING** a 0.014 acre tract being located in the J.M. Salmons Survey, Abstract No. 614, City of Plano, Collin County, Texas, said 0.014 acre tract of land being a portion of **LOT 1, BLOCK A, ENTERPRISE PLAZA ADDITION**, being an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume G, Page 637, Plat Records, Collin County, Texas, said 0.014 acre tract of land also being a portion of that same tract of land conveyed to **BIG SCORE INVESTORS, L.L.C.**, by deed as recorded in Collin County Clerk's Instrument No. 20111102001182140, Official Public Records, Collin County, Texas, said 0.014 acre tract of land being a variable width Temporary Construction Easement, and being more particularly described by metes and bounds as follows:

**BEGINNING** on the west property line of said Lot 1, same being the east right-of-way line of Enterprise Drive (being a 60 feet wide right-of-way at this point), from which a 1/2 inch iron rod with a cap stamped "RPLS 4561" found at the a north property corner of said Lot 1 bears North 13°58'47" West, a distance of 172.38 feet;

**THENCE** over and across said Lot 1 the following courses and distances:

North 71°31'48" East, a distance of 11.29 feet;

South 20°33'50" East, a distance of 18.96 feet;

South 65°32'44" East, a distance of 40.68 feet to a point for corner from which a 1/2 inch iron rod found at the southeast property corner of said Lot 1 bears North 64°49'55" East, a distance of 115.82 feet, said point also being at the beginning of a curve to the left having a radius of 1,266.00 feet;

Along said curve to the left and in a southwesterly direction, through a central angle of 00°30'12", an arc length of 11.12 feet, and across a chord which bears South 58°59'22" West, a chord length of 11.12 feet;

North 81°28'24" West, a distance of 10.63 feet;

North 56°11'15" West, a distance of 26.25 feet;

North 36°21'32" West, a distance of 17.15 feet to the west property line of said Lot 1, same being on the said east right-of-way line of Enterprise Drive, and being at the beginning of a curve to the right having a radius of 370.00 feet;

**THENCE** along the said property line and along the said right-of-way line, with said curve to the right and in a northwesterly direction, through a central angle of  $01^{\circ}06'24''$ , an arc length of 7.15 feet, and across a chord which bears North  $19^{\circ}21'41''$  West, a chord length of 7.15 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains **0.014 acres (603 square feet)** of land, more or less.

**\*SURVEYORS CERTIFICATE\***

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

Surveyed on the ground during the month of November, 2007.



Eric S. Spooner, R.P.L.S.  
Registered Professional Land Surveyor,  
Texas Registration No. 5922  
Spooner & Associates, Inc.  
TBPLS Firm No. 10054900

3-5-14

Date



LINE TABLE		
NO.	DIRECTION	DIST.
L1	N71°31'48"E	11.29'
L2	S20°33'50"E	18.96'
L3	S65°32'44"E	40.68'
L4	N81°28'24"W	10.63'
L5	N56°11'15"W	26.25'
L6	N36°21'32"W	17.15'

# PLAT OF EXHIBIT "A"

SEE ATTACHED LEGAL DESCRIPTION ON  
PAGE 1 OF EXHIBIT "A" HEREIN

ENTERPRISE  
DRIVE

**POINT OF  
BEGINNING**

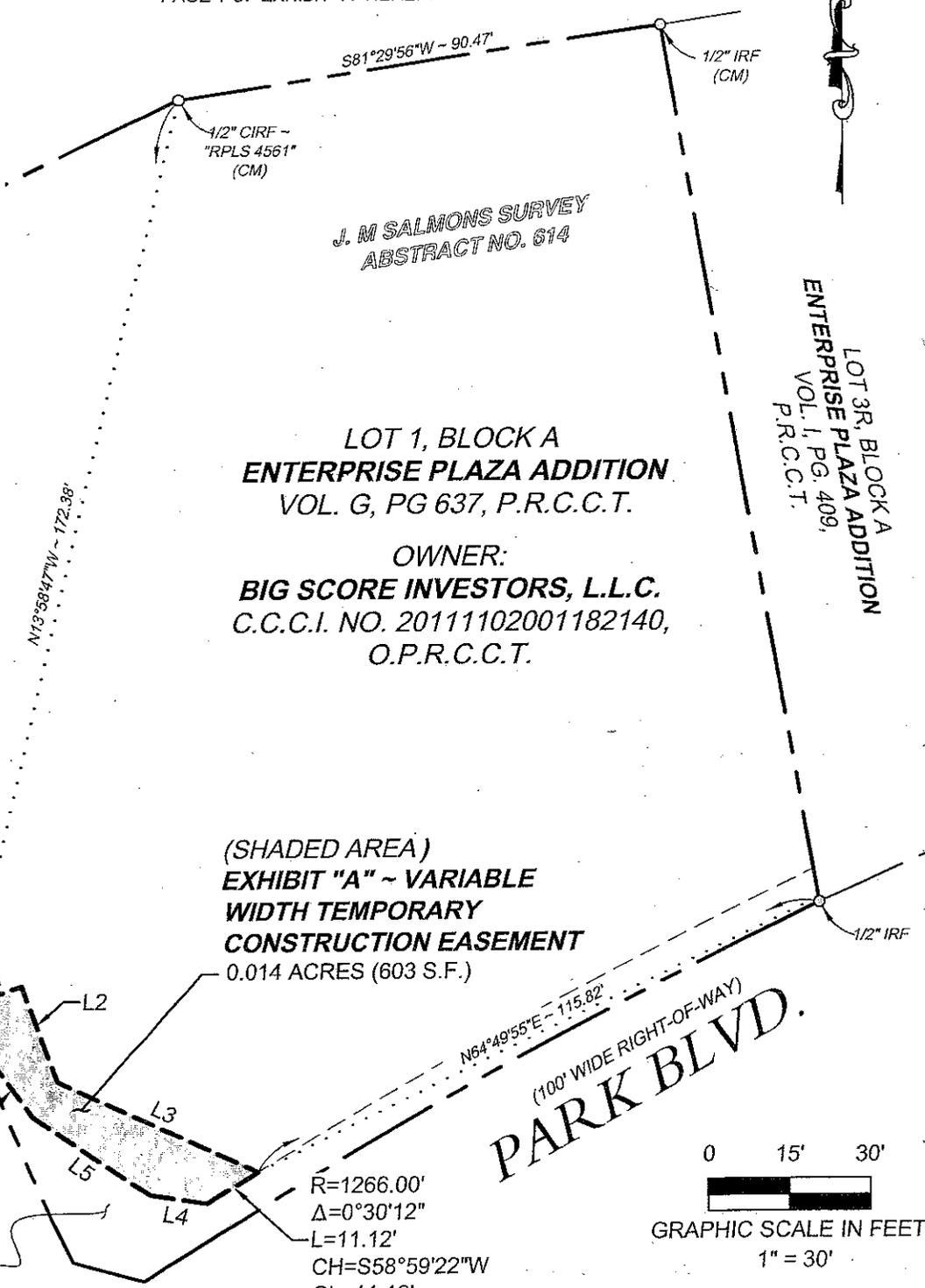
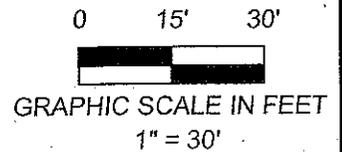
R=370.00'  
Δ=1°06'24"  
L=7.15'  
CH=N19°21'41"W  
CL=7.15'

PROPOSED  
PERMANENT VARIABLE  
WIDTH STREET, SIDEWALK  
& UTILITY EASEMENT  
(BY SEPARATE INSTRUMENT)

(SHADED AREA)  
EXHIBIT "A" ~ VARIABLE  
WIDTH TEMPORARY  
CONSTRUCTION EASEMENT  
0.014 ACRES (603 S.F.)

R=1266.00'  
Δ=0°30'12"  
L=11.12'  
CH=S58°59'22"W  
CL=11.12'

(100' WIDE RIGHT-OF-WAY)  
PARK BLVD.



J. M. SALMONS SURVEY  
ABSTRACT NO. 614

LOT 1, BLOCK A  
ENTERPRISE PLAZA ADDITION  
VOL. G, PG 637, P.R.C.C.T.

OWNER:  
BIG SCORE INVESTORS, L.L.C.  
C.C.C.I. NO. 20111102001182140,  
O.P.R.C.C.T.

LOT 3R, BLOCK A  
ENTERPRISE PLAZA ADDITION  
VOL. I, PG. 409,  
P.R.C.C.T.

EXHIBIT "A" ~ VARIABLE WIDTH  
TEMPORARY CONSTRUCTION EASEMENT  
THE BASIS OF BEARINGS FOR THIS SURVEY IS  
THE TEXAS STATE PLANE NAD83 NORTH  
CENTRAL ZONE (4202).

PROPERTY: LOT 1, BLOCK A ENTERPRISE PLAZA ADDITION  
LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS  
WHOLE PROPERTY ACREAGE: 0.7237 PLAT  
ACAD FILE: 1580 PARK & ENTERPRISE ESMT.dwg

S&A JOB NO.: 1580  
DATE: 3-5-14

DRAWN BY: C.R.R.  
CHECKED BY: E.S.S.

PAGE 3 OF 3



**SPOONER &  
ASSOCIATES**

REGISTERED PROFESSIONAL LAND SURVEYORS  
309 BYERS STREET, #100  
EULESS, TX 76039  
TBPLS NO. 10354900 (817) 685-8448  
WWW.SPOONERSURVEYORS.COM

3-5-14

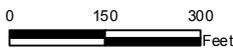
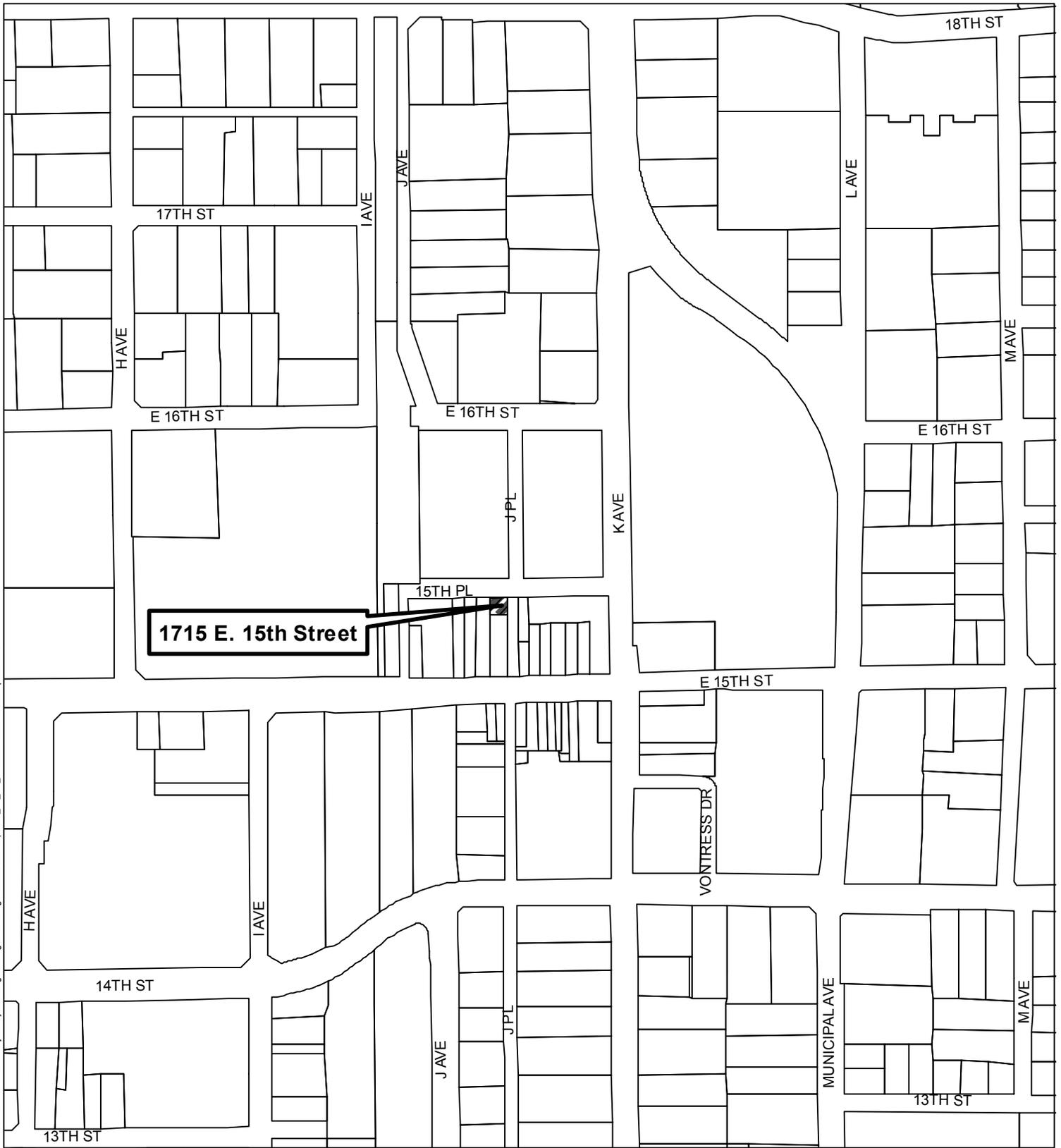




**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/12/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 6415	
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas determining a public necessity to acquire the easement property as described in the attached Exhibit "A", also known as a portion of 1017 E. 15<sup>th</sup> Street, of the City of Plano, for the public use of the construction of the Centralized Waste Collection Station on 15<sup>th</sup> Place Project; authorizing the use of the power of eminent domain to condemn the easement property; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file eminent domain proceedings, if necessary, 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>2013-14</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>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    N/A</b>				
<p><b>COMMENTS:</b> This item has no immediate identifiable financial impact – the expense of acquiring the easement will be determined at a later date.</p> <p><b>STRATEGIC PLAN GOAL:</b> Pursuing the acquisition of a utility easement for a future waste collection station relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This item authorizes the acquisition of a 195 sq. ft. utility easement at the southwest corner of the intersection of J Place and 15th Place, on property owned by Michael and Mary Jo Montgomery.</p> <p>The City plans to use the easement for the relocation of utilities, as necessary, for the construction of a Centralized Waste Collection Station.</p> <p><a href="https://maps.google.com/maps?q=J+Place+%26+15th+Place,+Plano,+TX,+75074&amp;hl=en&amp;sll=31.168934,-100.076842&amp;sspn=12.168741,23.269043&amp;t=h&amp;hnear=15th+Pl,+Plano&amp;z=16">https://maps.google.com/maps?q=J+Place+%26+15th+Place,+Plano,+TX,+75074&amp;hl=en&amp;sll=31.168934,-100.076842&amp;sspn=12.168741,23.269043&amp;t=h&amp;hnear=15th+Pl,+Plano&amp;z=16</a></p>				
List of Supporting Documents: Location Map, Ordinance			Other Departments, Boards, Commissions or Agencies N/A	

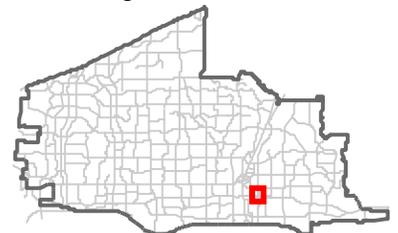
sharif 5/1/2014 C:\Analysis\Projects\Engineering\Council\Agenda\Locator\Maps\05\_01\_14\_OldShed\OldShedDumper.mxd



**Centralized Waste Collection  
Station on 15th Place Project  
Project No. 6415**

May 2014  
Source: City of Plano GIS Division

**Project Location**



**An Ordinance of the City of Plano, Texas determining a public necessity to acquire the easement property as described in the attached Exhibit “A”, also known as a portion of 1017 E. 15<sup>th</sup> Street, of the City of Plano, for the public use of the construction of the Centralized Waste Collection Station on 15<sup>th</sup> Place Project; authorizing the use of the power of eminent domain to condemn the easement property; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file eminent domain proceedings, if necessary, and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano, Texas, (the “City Council”) upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano and the public at large to acquire a utility easement (the “Easement”) in the general form and on the property attached hereto as Exhibit “A”, also known as 1017 E. 15<sup>th</sup> Street, (the “Property”) and incorporated herein for all purposes, located within the City of Plano, Collin County, Texas for the purpose of, among other things, the construction, access, repair, relocation, maintenance, and replacement of the improvements and related appurtenances, which are necessary for the Centralized Waste Collection Station on 15<sup>th</sup> Place (the “Project”) collectively (the “Public Uses”); and

**WHEREAS**, the City Council finds that the description of the Property, attached hereto as Exhibit “A” to be acquired by eminent domain for the Project, complies with applicable law in that the same: (i) provides property owner reasonable notice that the owner’s property may be subject to condemnation proceedings during the planning or construction of the Project; and (ii) the Project is a reconstruction project for which the law authorizes such description of the general area to be covered by the Project and/or the general route that will be used by the City of Plano for the Project; and

**WHEREAS**, the City Council has further investigated and determined that the Project constitutes a public use for a public purpose; and

**WHEREAS**, the City is required to make an initial offer as defined by and in compliance with Texas Property Code §21.0111 (“Initial Offer”) and a bona fide offer, as defined by and in compliance with Texas Property Code §21.0113 (“Bona Fide Offer”) to acquire the Easement on the Property for public use, voluntarily, from the subject landowners prior to moving forward with the acquisition by eminent domain; and

**WHEREAS**, the City Council now deems it necessary to authorize the City Attorney to initiate condemnation proceedings in order to acquire the necessary Easement;

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

**Section I.** The City Council hereby finds and determines that the recitals made in the preamble of this Ordinance are true and correct, and incorporates such recitals into the body of this ordinance as if copied in their entirety.

**Section II.** The City Council hereby finds and determines that a public use and necessity exists for the Public Uses and authorizes acquisition of the necessary property rights in and to the Property for such purposes, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of lands.

**Section III.** The City Council authorizes the City Attorney or her designee to negotiate for and to acquire the required property rights for the City, and to acquire said rights in compliance with State and any other applicable law. Moreover, the City Attorney, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that she deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

**Section IV.** The City Manager, or designee, is appointed as negotiator for the acquisition of the needed property interests and, as such, the City Manager or designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. Further, the City Manager or designee is specifically authorized to establish the just compensation for the acquisition of the Property. Additionally, if the City Manager or designee determines that an agreement as to damages or compensation cannot be reached, then the City Attorney or designee is hereby authorized and directed to file or cause to be filed, against the owner(s) and interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in the Property.

**Section V.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 12<sup>th</sup> day of May, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

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Lisa Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

*Oncor Electric Delivery, LLC Easement  
195 Square Feet or 0.004 Acre  
Joseph Klepper Survey, Abstract No. 213  
City of Plano, Collin County, Texas  
April 28, 2014*

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being part of Lot 9, Block 4, Old Donation to the City of Plano with said Lot described in Volume 4804, Page 0187 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a Roome capped iron rod found in the south right-of-way line of 15th Place and marking the northeast corner of said Lot 9, the northeast corner of the herein described premises, the northwest corner of Lot 10, Block 4 of said Old Donation, and the northwest corner of a 1,592 square foot Permanent Access and Utility Easement to the City of Plano as recorded under County Clerk No. 20140328000290810 of the Collin County Land Records;

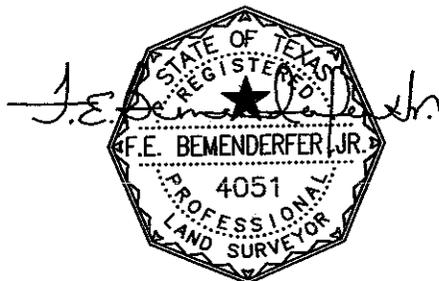
THENCE with the east line of Lot 9, the east line of said premises, the west line of Lot 10, and the west line of said 1,592 square foot Permanent Access and Utility Easement tract, South 00°27'35" East, 15.00 feet to a point marking the southeast corner of said premises;

THENCE with the south line of said premises, South 89°55'08" West, 13.00 feet to a point marking the southwest corner of said premises;

THENCE with the west line of said premises, North 00°27'35" West, 15.00 feet to a point marking the northwest corner of said premises, and being in the south right-of-way line of 15th Place, and the north line of said Lot 9;

THENCE with the north line of said premises, the north line of said Lot 9, and the south right-of-way line of 15th Place, North 89°55'08" East, 13.00 feet to the point of beginning and containing 195 square feet or 0.004 acre of land.

Source bearing per 1,952 square foot parcel as recorded under County Clerk No. 20140328000290810 of the Collin County Land Records;

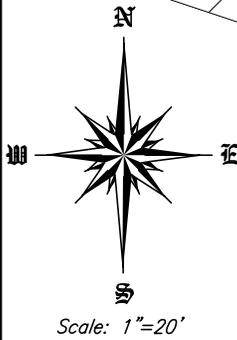
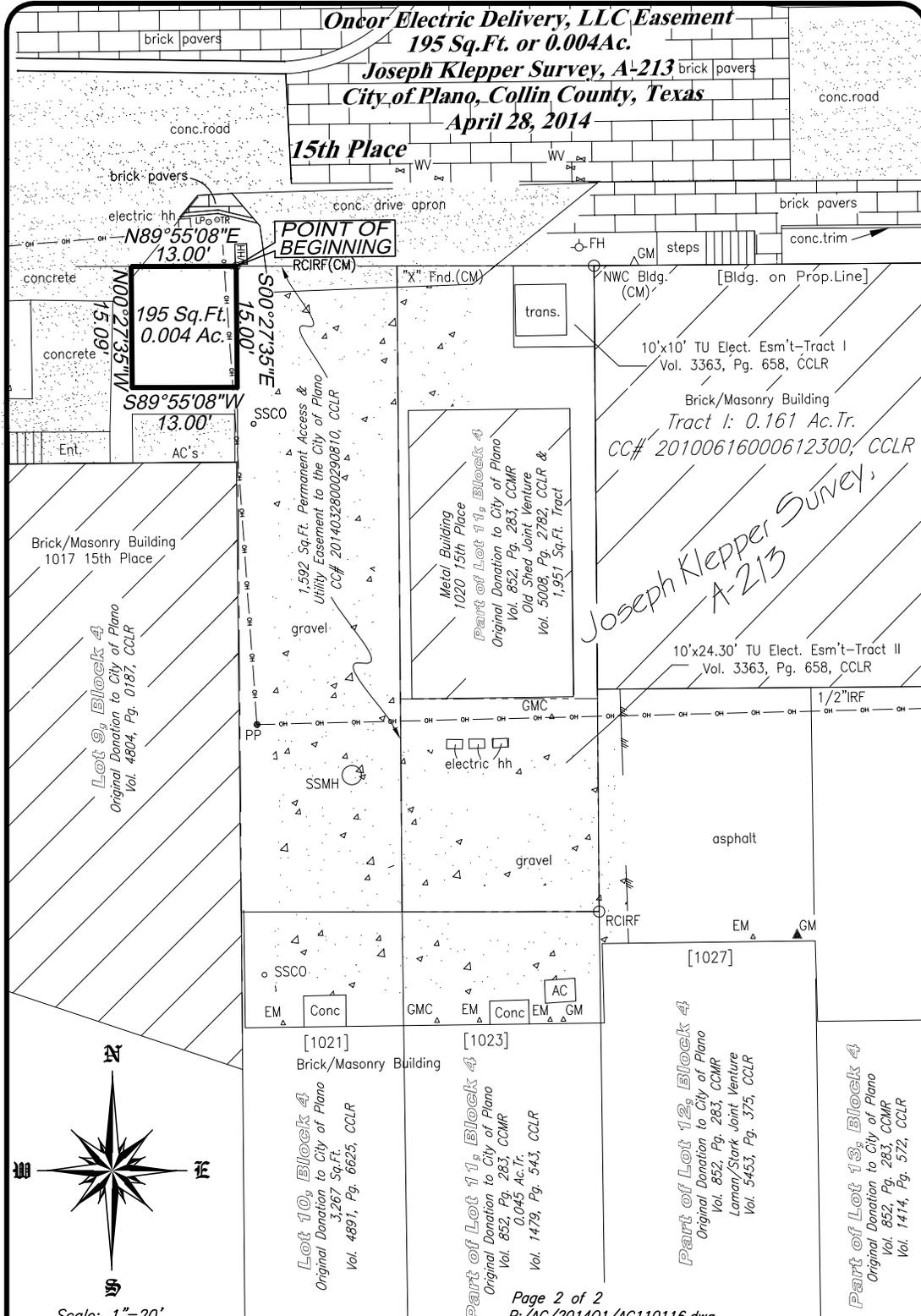


**Oncor Electric Delivery, LLC Easement**  
**195 Sq.Ft. or 0.004Ac.**

**Joseph Klepper Survey, A-213**  
**City of Plano, Collin County, Texas**

**April 28, 2014**

**15th Place**



Page 2 of 2  
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**Roome Land Surveying, Inc.**  
2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4372 / Fax (972) 423-7523  
www.roomesurveying.com

Note: A description of even date accompanies this exhibit.



**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:		5/12/14		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley - x7479</b>				
<b>CAPTION</b>				
<b>An Ordinance of the City of Plano, Texas, amending the Project and Finance Plan for Tax Increment Financing District Reinvestment Zone Number Two; expanding the boundaries of such Zone; extending the term of the Zone for an additional 15 years; and providing a severability clause and an effective date.</b>				
<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>2013-14</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>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
<b>SUMMARY OF ITEM</b>				
This amends the project and finance plan for TIF Reinvestment Zone #2 by extending the term of the TIF for 15 years, revising the TIF 2 district boundary and providing a severability clause.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, amending the Project and Finance Plan for Tax Increment Financing District Reinvestment Zone Number Two; expanding the boundaries of such Zone; extending the term of the Zone for an additional 15 years; and providing a severability clause and an effective date.**

**WHEREAS**, on April 26, 1999, by Ordinance No. 99-4-23, the City Council of the City of Plano, Texas (the “City Council”), established Tax Increment Financing Reinvestment Zone Number Two (the “Zone”) and established the Board of Directors to make recommendations concerning the administration of the Zone, in accordance with the powers authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, Vernon’s Texas Codes Annotated (the “Act”); and

**WHEREAS**, the City Council approved Ordinance No. 99-8-28 on August 23, 1999, adopting the initial Project and Financial Plan (“Plan”); and

**WHEREAS**, the City Council subsequently approved Ordinance No. 2004-2-15 on February 23, 2004, which amended the Plan to include additional eligible projects, and Ordinance No. 2008-11-19 on November 10, 2008, which expanded the boundaries and funded improvements within the Zone; and

**WHEREAS**, the Tax Increment Financing Zone Number Two Board of Directors met on March 26, 2014 and unanimously approved a recommendation to the City Council to extend the term of the Zone for an additional fifteen years, expand the boundaries and adopt amendments to the Plan; and

**WHEREAS**, the existing term of the Zone ends on December 31, 2014 and all taxing entities, including the Plano Independent School District, Collin College and Collin County will continue to participate through the initial term; and

**WHEREAS**, in compliance with the Act, the City Council held a public hearing on May 12, 2014 to hear public comments on the extension of the Zone and inclusion of additional properties, notice of such hearing published as required not later than seven (7) days prior to the date of the public hearing;

**WHEREAS**, the City Council wishes to expand the boundaries of and extend the term of the Zone for continued leverage of private investment in downtown Plano.

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

**Section I.** The City hereby extends Tax Increment Finance Reinvestment Zone Number Two beyond its initial termination date of December 31, 2014 for an additional fifteen (15) years, establishing a new termination date of December 31, 2029, or at an earlier time designated by subsequent ordinance of the City Council in the event the City determines that the Zone should be terminated due to insufficient private investment, accelerated private investment or

other good cause, or at such time all project costs and tax increment bonds, if any, and the interest thereon, have been paid in full.

**Section II.** The area designated in the Zone is hereby expanded and described and depicted in Exhibit "A" attached hereto.

**Section III.** The Tax Increment Base for the Zone, which is the total appraised value of all taxable real property located within the Zone, is to be determined as of January 1, 1999, the year in which the Zone was designated a reinvestment zone.

**Section IV.** The Board of Directors for the Zone shall continue to make recommendations to the City Council concerning the administration of the Zone, and that the Board's composition, terms and functions shall continue as ordained in Ordinance No. 99-4-23.

**Section V.** The Tax Increment Fund created to support the Zone shall continue to operate in the manner ordained by Ordinance No. 99-4-23.

**Section VI.** The amended Project and Financial Plan specifying eligible projects and a budget for expenditures in the Zone is hereby approved as shown in Exhibit "B".

**Section VII.** It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

**Section VIII.** This Ordinance shall become effective from and after its passage and publication as required by law.

**DULY PASSED AND APPROVED** this the 12<sup>th</sup> day of May, 2014.

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Harry LaRosiliere, MAYOR

ATTEST:

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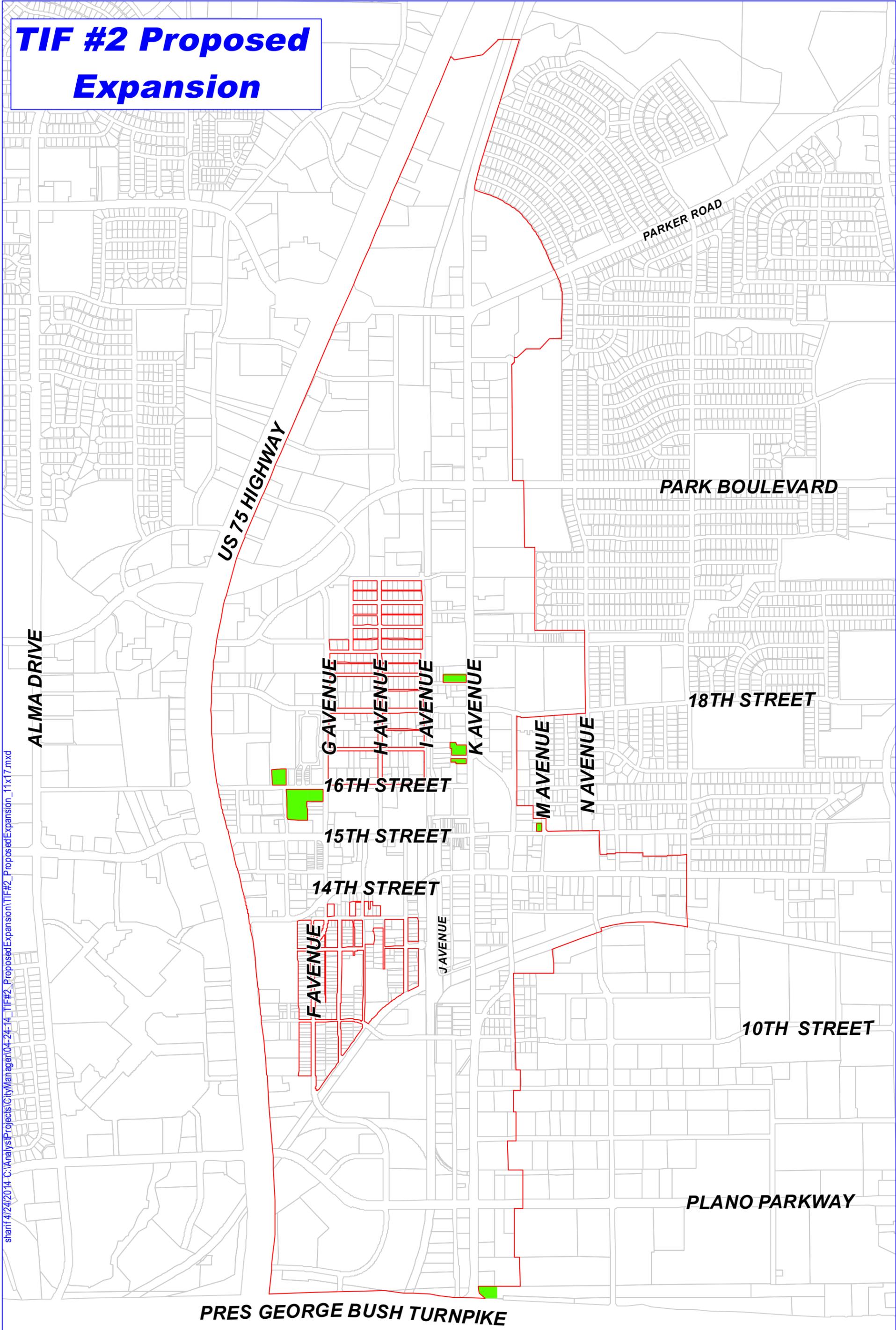
Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

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Paige Mims, City Attorney

# TIF #2 Proposed Expansion



sharif\_4/24/2014 C:\Analysis\Projects\CityManager\04-24-14\_TIF#2\_ProposedExpansion\TIF#2\_ProposedExpansion\_11x17.mxd



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may exist.

- TIF #2 Boundary
- Proposed Properties

Source : City of Plano, GIS Division  
Date : 4/24/2014



NOT TO SCALE

**Project Plan and Financing Plan,  
City of Plano  
Tax Increment Financing  
Reinvestments Zone Number Two  
(Downtown Plano)**



**Revised May 2, 2014**

**Stein**  
Planning, LLC

*Financial analysis for economic development*

*[www.steinplanning.com](http://www.steinplanning.com)*

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**Disclaimer:**

Neither this report nor its conclusions may be referred to or included in any prospectus or part of any offering made in connection with sales of bonds, sale of securities or sale of participation interests to the public without express written approval of Stein Planning, LLC.

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## **Section 1: Brief History of Plano TIF Zone Two**

### **1999 Origin, with Subsequent Amendments**

The City of Plano designated Tax Increment Financing Reinvestment Zone Number Two (hereafter called “Zone 2”) by Ordinance 99-4-23 on April 26, 1999, pursuant to authority conferred by Chapter 311 of the Texas Tax Code. The purpose of a tax increment financing zone was to encourage and facilitate economic development as allowed by State law. That purpose remains the reason for the zone.

Zone 2 covers roughly 1½ square miles east of Central Expressway (US 75) and generally west of L Avenue that includes Plano’s historic business district. Downtown Plano developed in the late 1800s and early 1900s as an agricultural and educational center. Like most Texas downtowns, it developed with small lots. Many buildings are now old and require heavy maintenance and modernization to remain useful. Sufficient nearby parking is lacking for many properties, so well-located surface parking or garages may be required to accommodate building users. Assembly of land parcels large enough to facilitate structure expansion or redevelopment is typically time-consuming and costly, frustrating those efforts. Public streets, walks and utilities may require adjustment or reconstruction to function adequately. To realize an attractive and prosperous Downtown, the City of Plano has made concerted efforts to take advantage of unique qualities of its historic Downtown. Preservation of historic buildings, support of pedestrian-oriented retail spaces and restaurants, cultural, administrative and transit facilities that serve the whole city and addition of residences are elements of a continuing strategy to make Downtown Plano and adjacent neighborhoods desirable and a place of pride.

Exhibit A is a map of Zone 2 as amended in 2008. The original boundaries set by Ordinance 99-4-23 were amended in 2008 by ordinance 2008-11-19 to include selected rights-of-way and other real property near the center of the zone. The original 1999 boundaries would remain effective for determination of tax increments contributed by jurisdictions that would not choose to participate on the basis of the amended boundaries. The tax increments generated by the small area added to Zone 2 in 2008 did not significantly impact annual tax increment receipts. Exhibit B from the 2009 project plan shows existing uses and conditions of real property in Zone 2.

When Zone 2 was designated in 1999, its real property value for taxation (“base value”) was approximately \$314 million. Ten years later, real property liable for City taxation had grown to approximately \$487 million. (Taxable value to the City peaked at \$519 million in January 2008.) Taxes on the annual differences between current and base year taxable real property values constitute annual “tax increments.” Since 1999, four taxing jurisdictions have

contributed all of part of their tax increments from Zone 2 to a tax increment financing fund for Zone 2 (the "TIF fund"). The participating jurisdictions and their annual contributions to the TIF fund have been as follows:

Jurisdiction	% of Jurisdiction's Collected Annual Tax Increment Contributed to TIF Fund	Payment Lags Assessment by
City of Plano	100%	One year
Plano ISD	100% of increment on M&O part only	Two years
Collin County	80%	One year
College District	50%	One year

### **Historic Revenue**

Through February 28, 2014, deposits to the TIF fund for Zone 2 have been approximately \$38 million (per Schedule 1, column (c)). This figure does not include tax increments levied in 2013 and typically collected in late 2013 or early 2014. The majority of revenue to the TIF fund through the fiscal year ended September 30, 2013 has been produced by the Plano Independent School District (65% since 1999 inception). The City of Plano has produced 23%, Collin County 9% and the Collin County College District 2%. Much of the revenue contributed by the Plano ISD would have been sent to the State of Texas pursuant to rules for recapture of local property taxes, but for TIF commitments prior to relevant dates in 1999.

Actual revenue to date for the TIF fund is close to budgeted revenue to date. Deposits related to property tax levied in 2013 and 2014 will increase cumulative revenue to the TIF fund.

### **Historic Expenditures**

TIF fund 2 expenditures through February 28, 2014 have been within the approved budget and less than revenue. Spending was approximately \$29 million (per Schedule 1, column (c)). TIF money has been used for public infrastructure, public facilities and other economic development of TIF Zone 2 as authorized by Texas law.

The original 1999 TIF project plan identified total project costs approaching \$25 million, expressed in 1999 dollars. A cash flow with future value of about \$43 million was both anticipated and necessary to support those budgeted expenditures. The plan was amended in November 2010, anticipating revenue to the TIF fund with future value of roughly \$48 million, adequate to pay budgeted expenditures of \$48 million, including cost escalation. The budget as amended in 2010 is displayed in Schedule 1, column (b).

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The difference between actual TIF fund revenue and actual TIF fund expenditures for identical time periods through February 28, 2014 has been a net income balance approaching \$8.6 million. Almost \$3.5 million of this balance has been obligated (but not disbursed) for the Mendenhall School and Southern Land projects. Both the cash balance and the expenditure obligations are carried forward into a proposed new budget.

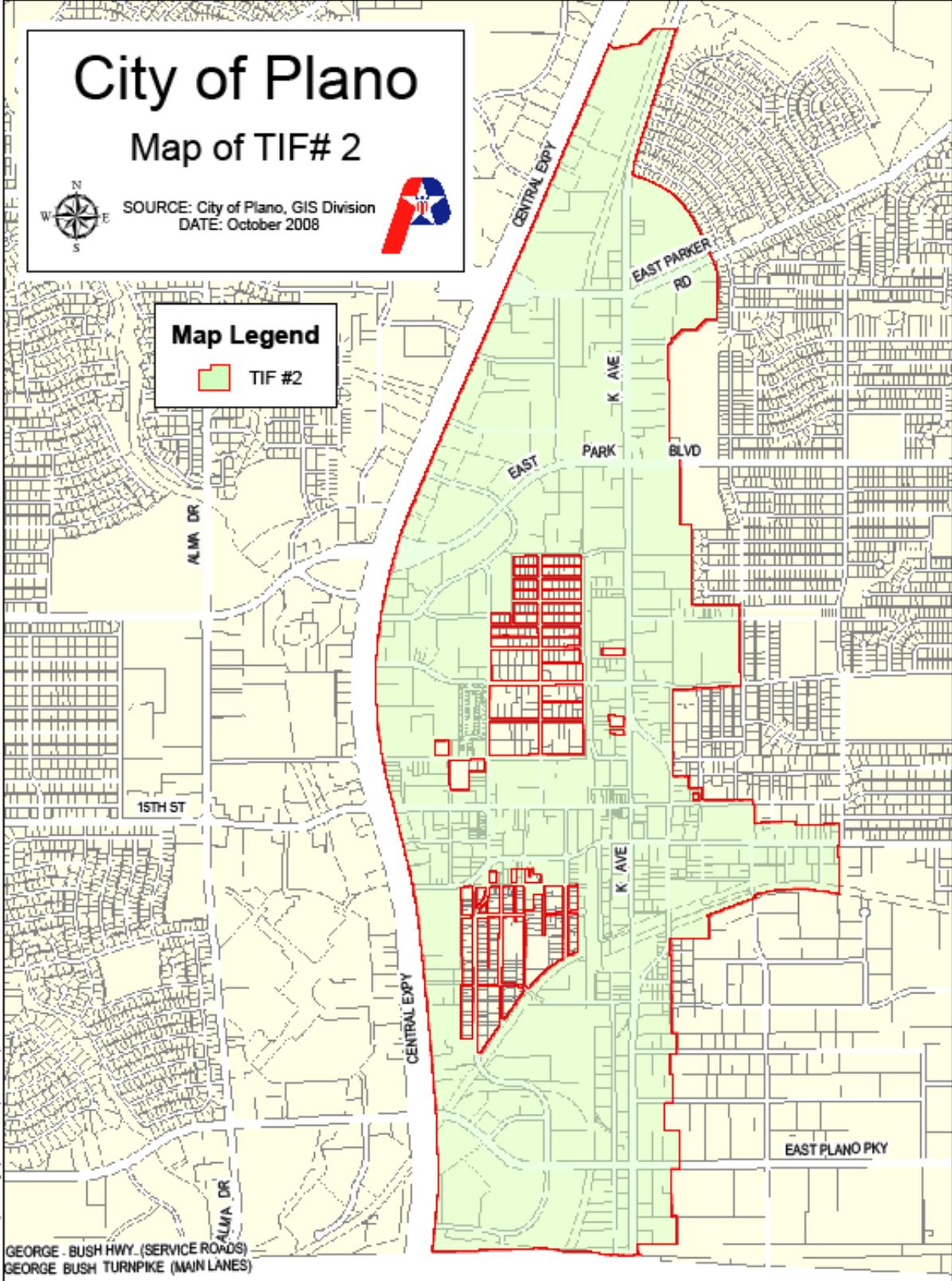
### **Zone Termination, Extension, Boundaries and Participation Changes**

The original term of fifteen years for TIF Zone 2 will expire at the end of 2014. In accord with participation agreements, appropriate portions of tax increments will be deposited to the TIF fund by participating jurisdictions in 2015, except that the final Plano ISD payment will be deposited in 2016. By ordinance the City of Plano will extend the term of TIF Zone 2 for an additional fifteen years in order to fund improvements not yet funded and to add improvements to further enhance Downtown Plano and nearby areas.

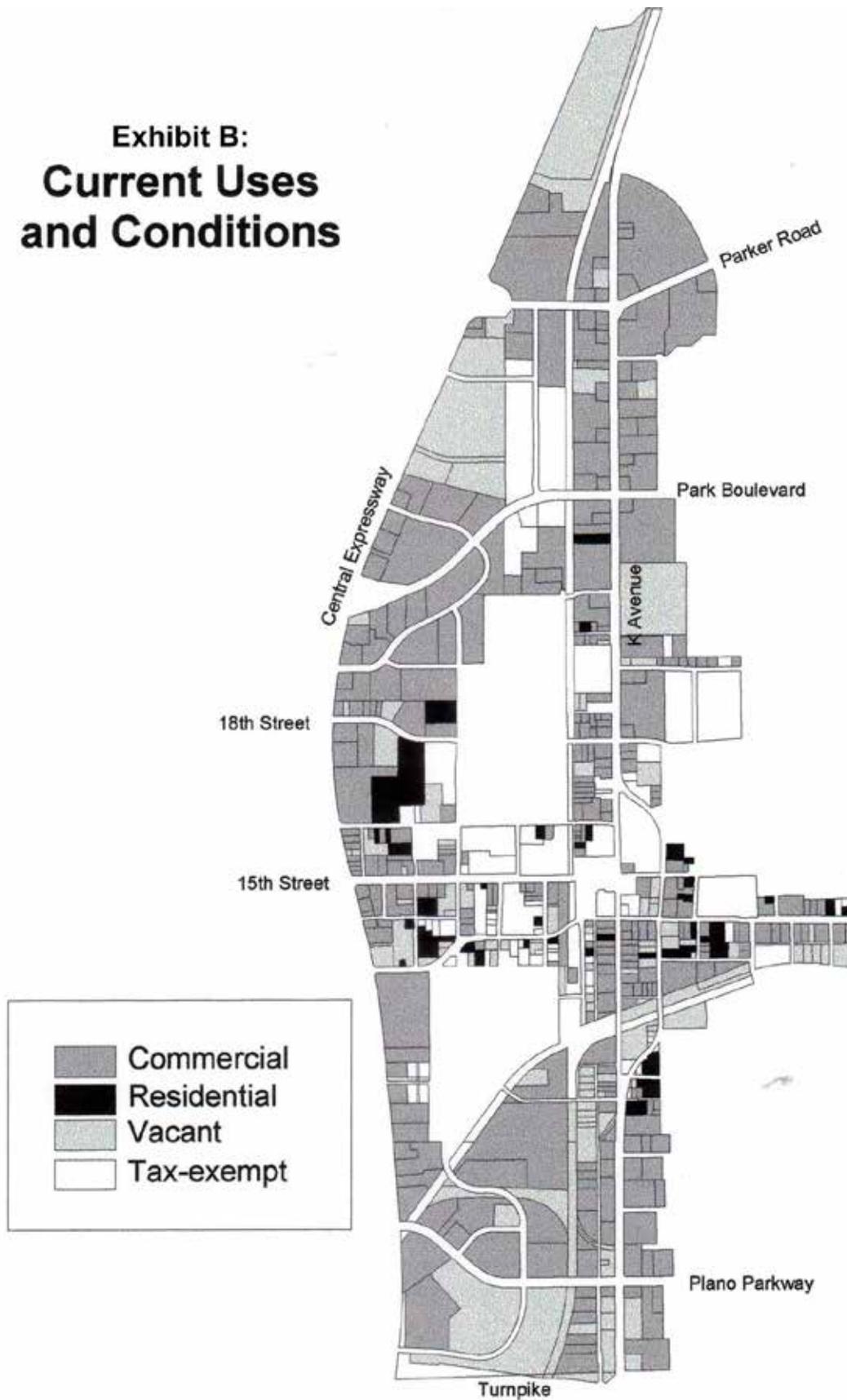
The Zone 2 boundaries will change very slightly. Proposed changes are the addition of selected former outparcels within the outer boundary of the zone, as marked on Exhibit C. With the exception of one tract, these properties are designated heritage properties and were not included in the original 1999 TIF zone because at that time the properties could not qualify for heritage tax exemptions authorized by Section 11.24 of the Texas Tax Code and be located in a TIF zone. This prohibition has since been amended. In accord with State law, the base value of the zone applicable to the City of Plano will be increased by the 2014 value of these properties taxable by relevant taxing jurisdictions. Base values and taxable value of the zone are expected to increase by \$1.5 million, resulting in no material changes in tax increments, captured appraised values or annual revenue to the TIF fund.

Current Texas law for public education funding makes it improbable that the Plano ISD could justify extending participation in the TIF program. The Collin County College District will likewise not be expected to participate. Collin County will be invited to participate in the continued TIF program according to current County guidelines for participation with 50% of the real property tax increments earned from Zone 2. The City of Plano will put 100% of its Zone 2 real property tax increments into the TIF fund. The City and County will each retain 100% of taxes on the 1999 base value of the Zone.

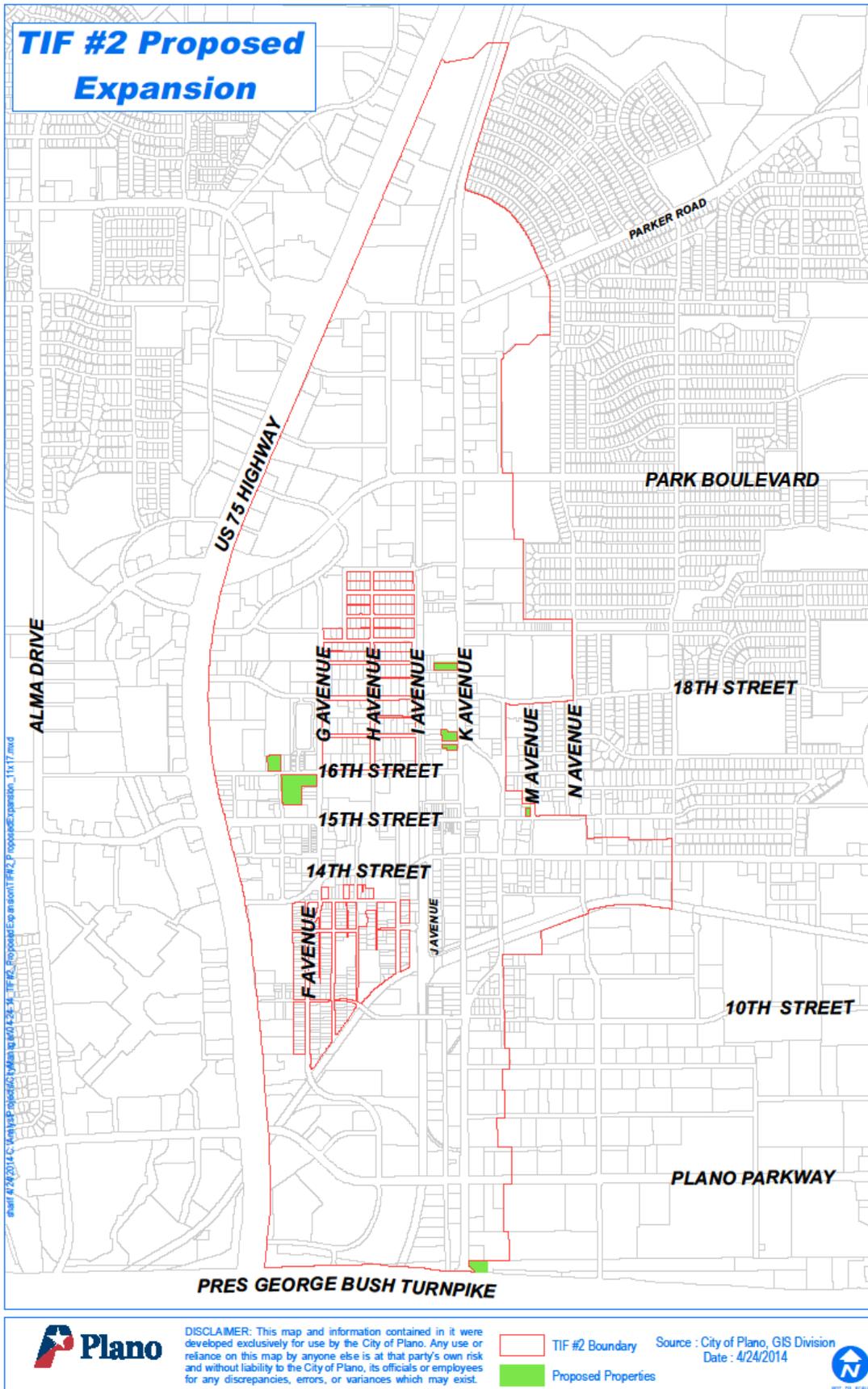
Exhibit A: TIF Zone Boundary, 2008



# Exhibit B: Current Uses and Conditions



### Exhibit C:



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## Section 2: Project Costs Budget

Schedule 1 displays a new budget for TIF fund 2. In the duration of thirty years, the total expenditure budget for TIF project costs (expenditures that will be paid or financed with money from the TIF fund) is approximately \$62 million. This is an increase approaching \$15 million from the budget approved in 2010. Deducting TIF fund expenditures prior to February 28, 2014, the net budget going forward from February 2014 approaches \$33 million.

Project cost line item titles and budgets are listed in Schedule 1. Those projects are further described and located by the following explanations and by Exhibit D.

### **Completed Projects**

**Courtyard Theater** – This project was a renovation and adaptive reuse of the Cox Annex, a school gymnasium built in the 1930s at 1509 H Avenue, into a 325-seat performance theater. The project is complete and no additional improvements are currently planned.

**Cox Building** – The Cox School building, built in the 1920s at 1507 H Avenue, was restored for office use, with conversion of the first floor to a black box theater and support space for the Courtyard Theater.

**Plano Independent School District Service Center (Bird Education Center)** – Conversion of First Methodist Church into the Alan K. and Carolyn H. Bird Education Center at 1300 19<sup>th</sup> Street was accomplished in part by the tax increment financing fund. This repurposed building is used for special education and administrative offices. A second phase of the project included improvements to parking and lighting.

**10<sup>th</sup> Street Plano, LP**– the TIF fund reimbursed part of the cost to rehabilitate and improve 400,000 square feet of industrial space. Improvements included environmental hazard abatement, drainage improvements, utility improvements and pavement and landscape screening improvements in conjunction with rehabilitation of industrial and warehouse space. The developer failed to fully satisfy performance standards set by a development agreement and is reimbursing \$150,000 to the TIF fund, including \$100,000 received and shown as TIF fund income on Exhibit 1.

**15<sup>th</sup> Street Reconstruction, I Avenue to G Avenue** – This project completely reconstructed drainage, utilities and paving of 15<sup>th</sup> Street from I to G Avenues and added new sidewalks and street trees.

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**15<sup>th</sup> Street Village Public Improvements** – This item was reimbursement of developer costs for demolition, grading and improvements to drainage, utilities, pavement and landscaping, all in conjunction with construction of townhouses and condominiums on 3.6 acres. The project was only partially completed and the development agreement has expired. A new owner plans to resume the project. Funding to reactivate the project is proposed, but as a new line item.

**Police Parking Garage Finish-out** – The Southern Land development includes one level of garage parking for the Police Department, replacing a surface lot that was located on the property. The garage finish-out will include traffic control gates and security cameras. TIF dollars have been used for the initial work, but another fund source has been identified to complete the remaining items.

### **Current Projects**

**Southern Land Company (SoCo15, now Junction 15)** – This honors a previous commitment to reimburse developer costs related to environmental hazard abatement, demolition, underground electric service, design and construction of drainage, water and sewer lines, landscaping and other public improvements. All relate to redevelopment of 3.0 acres for multi-family dwellings and commercial space for lease at 15<sup>th</sup> Street and I Avenue. TIF dollars will also be used to reimburse the developer for construction of the Douglas Walk adjacent to the DART rail line, connecting 14<sup>th</sup> Street to 15<sup>th</sup> Street. Some funds for the Southern Land project have been disbursed and other funds have been committed but not yet disbursed.

**15<sup>th</sup> Street Reconstruction (G Avenue to US 75)** – The TIF fund will enable complete reconstruction of this section of 15<sup>th</sup> Street, including drainage, utilities and paving, with installation of wider sidewalks and landscaping. A hike and bike trail will be added to the north side of the street and one lane of eastbound traffic will be removed.

**18<sup>th</sup> Street Improvements (K Avenue to US 75)** – This item is for removal of the center median on 18<sup>th</sup> Street and resurfacing. Curb lines will shift to restore one travel lane at the intersection with G Avenue. Landscaping will be added to the north side. Lighting and sidewalks will be upgraded from K Avenue to US 75.

**Mendenhall Elementary School Reconstruction** – The Mendenhall Elementary School at 1330 19<sup>th</sup> Street has been reconstructed and PISD expenditures of \$11.5 million are being reimbursed by the TIF fund during a period of four years. The final \$2.5 million for reimbursement is obligated and will be disbursed in 2014.

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## **New or Resumed Projects**

**Rice Field Redevelopment Resumption** – The TIF fund will support street infrastructure for residential development at the southwest corner of 18<sup>th</sup> Street and G Avenue. Improvements may be directly constructed by the City or the developer, with the approved costs reimbursed from the TIF fund. Improvements may include sidewalks and utility relocations.

**15<sup>th</sup> Street Village Redevelopment Resumption** – This item continues infrastructure improvements in support of residential development located at the southeast corner of 15<sup>th</sup> Street and G Avenue. The improvements may be directly constructed by the City or the cost may be reimbursed to the residential developer under terms of a development agreement. The improvements may include drainage, streets, utilities and bike and pedestrian paths.

**14<sup>th</sup> Street and I Avenue Utilities and Streetscape** – This project cost is for improving public infrastructure along 14<sup>th</sup> street from M Avenue to G Avenue, including burial of electric and communication utilities and adding better streetlights and sidewalks.

**Saigling House and Grounds** – This project will restore and improve the house and grounds southwest of 16<sup>th</sup> Street and H Avenue as required to make the property suitable for offices and meeting and reception space. It will integrate the house and grounds into Haggard Park.

**Parker Road DART Station Infill Development** – The objective is development adjacent to Parker Road DART light rail transit station. Improvements will include modifying the DART platform to provide pedestrian access to and from the east side (K Avenue) as well as the west side and may include reconstruction of utilities and other public improvements. \$1,509,198 from the TIF fund's 2010 budget for land acquisition was used to assemble land to facilitate this transit-oriented development project.

**Municipal Center South Redevelopment** – This item is for redevelopment of the Municipal Center South and Christie properties at the northwest corner of 14<sup>th</sup> Street and K Avenue with urban mixed-use development and a parking garage. The garage will contain spaces for visitors to Downtown Plano. \$25,000 from the 2010 TIF fund budget for land acquisition has been spent as earnest money to assemble land for this project. The land acquisition line item includes approximately \$1.7 million to acquire more land for this project. Improvements may be directly constructed by the City or the cost reimbursed to a developer by terms of a development agreement. Improvements may include hazardous material remediation, site clearance, grading, drainage, street improvements, parking, sidewalks, utilities, lighting, landscaping and streetscape improvements.

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**12th Street Station on the Cotton Belt Line** – The TIF fund will be a source of cash or credit for transit improvements in this area near K Avenue and 12<sup>th</sup> Street where the Cotton Belt rail corridor joins the existing DART light rail Red Line. The TIF fund budget anticipates land acquisition for parking or other public purposes and reconstruction of streets, utilities or other public improvements.

**North Couplet Redevelopment** – This budget item is for redevelopment of the block north of the Plano Municipal Center, bounded by K Avenue, 18<sup>th</sup> Street, L Avenue and Municipal Drive. The City owns approximately half the block and uses it for parking. Redevelopment will require land acquisition, replacement of existing utilities and construction of additional parking spaces.

**13<sup>th</sup>/14<sup>th</sup> Street Connector Area Redevelopment** – This budget item will support residential development of the property located near the northwest corner of the 13<sup>th</sup>/14 Street Connector and G Avenue. Funds are for streets, utilities or other public purposes.

**General Category Allocations** – Funds budgeted for these general categories may be reallocated to specific projects within the TIF zone.

**Studies, Plans and Engineering for TIF Projects** – This item is for preparation of studies, plans, surveys or engineering design and construction documents as required to evaluate or construct TIF projects.

**Land Acquisition for Public Purposes** – This is for land acquisition as required by any of the identified projects or land banking for supplemental projects as authorized by the TIF Board and City Council.

**Demolition and Hazard Abatement** – This item is for demolition and site clearance, including environmental hazard abatement as required by any of the identified projects.

**Streets, Utilities and Landscaping** – This line item is for construction, reconstruction, relocation and other improvement of streets, utilities and landscaping (including lighting, fixtures and furniture in public spaces) in support of reinvestment within the TIF Zone.

**Parking Improvements** – The TIF fund may pay to develop and expand surface and garage parking as needed to enable redevelopment projects. This budget line item may include lighting and landscaping improvements, but may not include acquisition of land for parking.

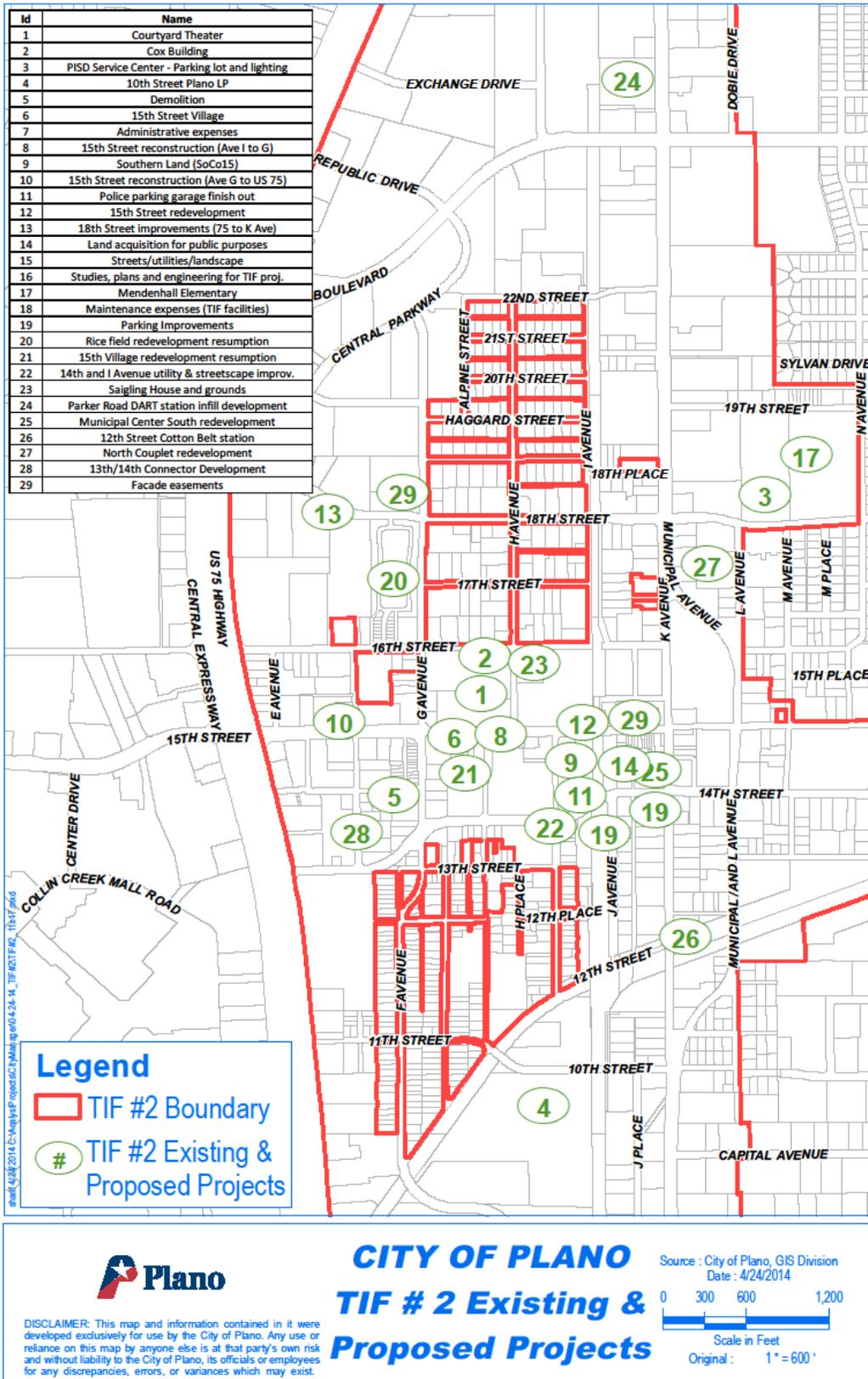
**Façade Easements** – Easements may be purchased from property owners as an incentive to preserve or enhance building exteriors. Funds could be used for historic façades or for older commercial properties needing revitalization.

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**Maintenance for TIF-Financed Public Improvements** – The TIF fund may repair and maintain public improvements previously paid with TIF money.

**TIF Program Administration** – The TIF fund will reimburse documented expenses for financial management and general administration of the TIF program, including related consulting services.

## Exhibit D: Location of TIF Projects



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## Section 3: Forecast Revenue for the TIF Fund

### \$68 Million in the Course of Thirty Years

The annual taxes that each of four jurisdictions participating in Plano TIF Fund Number 2 will contribute to the TIF fund are forecast in Schedules 2, 3, 4 and 5. These reflect tax increment contributions by the City of Plano, Collin County, the Collin County Community College District and the Plano Independent School District, respectively. Annual forecasts have been subtotaled or totaled in all these schedules according to four time periods:

- (1) TIF years 1 through 14 (levies in September 2000 through 2013, i.e., the historic period for which actual taxable values are known);
- (2) TIF years 1 through 15 (levies in September 2000 through 2014, i.e., the 15-year period corresponding to the original duration of the TIF zone);
- (3) TIF years 16 through 30 (levies in September 2015 through 2029, i.e., the period corresponding to the supplemental years of the TIF zone's duration);
- (4) TIF years 1 through 30 (levies in September 2000 through 2029, i.e., the full 30-years of the TIF zone's duration, including the original and the supplemental years).

Only the City of Plano will contribute the same percentage of annual tax increments to the TIF fund as contributed in the initial fifteen years. The anticipated new percentages of annual contributions for TIF years 16 through 30 are as follows:

Jurisdiction	% of Jurisdiction's Annual Tax Increment Contributed to TIF Fund	Payment Lags Assessment by
City of Plano	100%	One year
Plano ISD	0%	N.A.
Collin County	50%	One year
College District	0%	N.A.

Collin County will be asked to participate in the extended term of the TIF zone in accord with County guidelines.

Tax payment histories and tax forecasts for the four jurisdictions are summarized in Schedule 6. As of the second quarter of 2014, a reasonable forecast of total revenue to the TIF fund in the course of thirty years is \$68 million (from Schedule 6, column (g), bottom line). This forecast substitutes actual deposits to the TIF fund for forecasts for years when actual deposits are known. Given the thirty-year duration of the TIF Zone and all other assumptions stated in schedule notes, including taxable values, tax rates and participation rates, the Plano Independent School District will have contributed 47% of all revenue to the TIF fund since

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1999 inception, the City of Plano 40%, Collin County 12% and the Collin County Community College District 1% of all TIF fund revenue.

A list of caveats about the forecast TIF revenue includes these points:

- (1) Revenue may be more or less than the forecast. A forecast is only a reasonable estimate.
- (2) The forecast assumes for simplicity that values taxable by the City apply to all other taxing jurisdictions. In reality, each jurisdiction's annual taxable values will be somewhat different, due to different policies for tax exemptions and abatements.
- (3) The forecast assumes the taxable value of real property in the Zone will increase 1.5% every year after 2013. This compares to historic average annual taxable value increases of 2.2% since 2000. This historic average change masks short-term ups and downs. Annual change rates in Zone taxable values have ranged from 10.2% to negative 6.9% since 2000. From 2010 to 2013, the average rate of increase has been 1.0%.
- (4) Timing of receipts by the TIF fund may not always match the annual periods when revenues are expected. Taxpayers have a window of more than three months to pay taxes without penalty. Participating jurisdictions may not always make payments to the TIF fund at the same times every year.

### **\$8.6 Million Assets Carried Forward to Revised Budget**

As of January 31, 2014, The TIF fund had cash assets of approximately \$8.6 million. This accumulated balance is part of the \$68 million forecast of total thirty-year revenue to the fund. This cash asset will be applied to TIF projects in the new budget.

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## Section 4: Other Plan Components

The Texas statute that authorizes tax increment financing (Tax Code Chapter 311) provides within Section 311.011 that a project plan and financing plan for TIF must include or address specific items. The following text is a checklist responding to the mandate items.

A project plan must include:

- 1) **A description and map showing existing uses and conditions of real property in the zone and proposed uses of that property.** The TIF zone is described in section 1. Exhibit B shows the existing uses of the zone at its initiation. Exhibit D and the *Downtown Plano Vision and Strategy Update* (appendix of this document) indicate proposed uses within the zone if different from existing conditions.
  
- 2) **Proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable.** The City of Plano is in the process of revising its Comprehensive Plan. *Plano Tomorrow* will be the guiding document for land use development and transportation for the next twenty years. Applications for a change of zoning or a special use permit are under consideration at all times by the City. Current information about items submitted for planning and zoning review is constantly posted by the City. No changes to the Plano building code are in consideration at this time, although these and other ordinances affecting the whole City or the TIF Zone could be modified with due process.

Many of the new or resumed TIF projects are recommendations included in the *Downtown Plano Vision and Strategy Update*, a plan, adopted by City Council in February 2013. That plan will guide the continued revitalization of the Downtown Plano area, which is located within TIF Zone 2. The *Downtown Plano* plan is an appendix to this document.

- 3) **A list of estimated nonproject costs.** “Nonproject costs” are the estimated costs of public works and private development in the TIF zone that will not be paid by the TIF fund. Schedule 7 identifies estimated major nonproject costs. There were undoubtedly additional expenditures for nonproject cost improvements in the zone too numerous or too small to enumerate.
  
- 4) **A statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan.** There are no plans to

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displace any people as a result of implementing the tax increment financing program.

A financing plan must include:

- 1) **A detailed list describing the estimated project costs of the zone, including administrative expenses.** Section 2 of this plan describes anticipated projects that will be paid for or reimbursed with TIF fund revenue. Schedule 1 identifies estimated costs.
- 2) **A statement listing the proposed kind, number, and location of all proposed public works or public improvements to be financed by the zone.** Section 2 and Exhibit D address the kind, number and location of proposed public works or public improvements in the zone to be financed by the TIF fund.
- 3) **A finding that the plan is economically feasible and an economic feasibility study.** Section 3 of this plan addresses revenue to the TIF fund. Schedule 6 forecasts annual receipts. Section 2 addresses planned expenditures. Budgets for every TIF project cost item are quantified in Schedule 1. Revenues and expenditures may be compared in Schedule 1, for both the full 30-year term of the TIF zone and for the remainder of the 30-year term (after February 28, 2014).

Comparing the forecast TIF revenue with budgeted TIF expenditures, it's apparent from the bottom line of Schedule 1 that budgeted total expenditures do not exceed total anticipated revenue for the 30-year term. The revenue forecast exceeds the budget for spending by \$6.1 million. A calculation in column (i) of Schedule 1 indicates that the forecast revenue will match or exceed budgeted expenditures even if the anticipated revenues are discounted by a rate as high as 3% for each year after 2014, thus allowing for potential inflation of expenditures by as much as 3% per year. This analysis (economic feasibility study) therefore indicates that the TIF program appears economically feasible, based on the assumptions about revenue in Section 3 and throughout the revenue forecast schedules and adhering to the budget for spending, with modest cost inflation.

- 4) **The estimated amount of bonded indebtedness to be incurred.** The financing plan does not anticipate using the TIF fund as security for payment of bonded debt. The plan anticipates that TIF project costs will be paid by either:
  - (a) Cash accumulated by the TIF fund or
  - (b) Cash advanced by a governmental agency or a private developer, with subsequent reimbursement of approved project costs as cash becomes available to the TIF fund.

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- 5) **The estimated time when related costs or monetary obligations are to be incurred.** Schedule 1 indicates that \$29.4 million was disbursed from the TIF fund between initial receipts in 2001 and February 28, 2014. Almost \$3.5 million more has been obligated to the PISD and Southern Land Company, with disbursement anticipated in 2014 or soon thereafter. Obligations for the balance of TIF fund receipts will be incurred between March 2014 and termination of the TIF fund at the end of 2029, with the latest disbursement following final receipts to the TIF fund (due by May 1, 2030).
  - 6) **A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipate to levy taxes on real property in the zone.** TIF project costs will be paid with cash accumulated by the TIF fund or cash advanced by a governmental agency or a private developer, with subsequent reimbursement of approved project costs as cash becomes available to the TIF fund. The primary revenue source for the TIF fund is annual tax increments paid to the fund by participating taxing jurisdictions. The percentages of tax increments that each jurisdiction is expected to pay to the TIF fund are stated in Section 3. In past years, a cash loan from the City and contributions from private sources have supplemented cash available to the TIF fund 1.
  - 7) **The current total appraised value of taxable real property in the zone.** The total value of real property in the TIF zone taxable by the City of Plano for the 1999 base year was reported as \$313, 870,358. Total value of real property in the zone taxable by the City as of January 1, 2013, the most recent appraisal date for which a certified value is available, is \$466,872,319.
  - 8) **The estimated captured appraised value of the zone during each year of its existence.** Actual or estimated captured appraised values appear in Schedule 2, column (h).
  - 9) **The duration of the zone.** Per City Ordinance 99-4-23, the zone terminates on December 31, 2014. Tax increments committed to the TIF fund and based on levies made prior to that date will be received by the TIF fund after December 2014. In accord with this plan, the City of Plano will extend the term of the zone to December 31, 2019. Tax increments committed to the TIF fund and based on levies made prior to that date will be received by the TIF fund after December 2029.

**Schedule 1:  
Old and New TIF Fund Budgets, with Revenues, Expenditures and Cash Asset Balances**

(a) Item	(b)		(c)	(d)	(e)	(f)	(g)	(h)	(i)
	2010 Budget vs. Actual			New Budget			Comment	3.0%	2014 Present Value of Plus Forecast Cash Flow To TIF Fund @ Annual Discounts
	Old Budget Adopted Nov. 1, 2010	Actual Total Through Feb. 28, 2014 (1)	Over (Under) Old Budget, Feb. 28, 2014	From TIF Year 1 to End (2)	Increase (Decrease) From Old Budget	New Budget After Feb. 28, 2014			
<b>Revenues</b>									
Real property tax increments	\$47,588,895	\$37,753,169	(\$9,835,726)	\$68,179,050	\$20,590,155	\$30,425,881			
Miscellaneous revenue		\$176,798	\$176,798	\$176,798	\$176,798	\$0			
Contributions		\$40,000	\$40,000	\$40,000	\$40,000	\$0			
<b>Total Revenues</b>	<b>\$47,588,895</b>	<b>\$37,969,967</b>	<b>(\$9,618,928)</b>	<b>\$68,395,848</b>	<b>\$20,806,953</b>	<b>\$30,425,881</b>			
<b>Expenditures - Completed Projects</b>									
Courtyard Theater	\$6,848,408	\$6,848,407	(\$1)	\$6,848,408	\$0	\$1			
Cox Building	\$6,721,690	\$6,721,690	\$0	\$6,721,690	\$0	\$0			
PISD Service Center - Bird Education Center	\$3,000,000	\$2,115,078	(\$884,922)	\$2,115,078	(\$884,922)	\$0			
10th Street industrial Plano, LP (3)	\$549,999	\$549,999	\$0	\$549,999	\$0	\$0			
15th Street reconstruction (I Avenue to G Avenue)	\$1,312,786	\$1,109,862	(\$202,924)	\$1,109,862	(\$202,924)	\$0			
15th Street redevelopment	\$131,421	\$0	(\$131,421)	\$0	(\$131,421)	\$0			
15th Street Village	\$92,579	\$92,580	\$1	\$92,579	\$0	\$0			
Police parking garage finish-out	\$260,000	\$29,170	(\$230,830)	\$29,170	(\$230,830)	\$0			
<b>Expenditures - On-going Projects</b>									
Southern Land (SoCo15, now Junction 15)	\$1,700,000	\$708,185	(\$991,815)	\$1,700,000	\$0	\$991,815	obligated		
15th Street reconstruction (Avenue G to US 75)	\$1,000,000	\$0	(\$1,000,000)	\$1,000,000	\$0	\$1,000,000			
18th Street improvements (US 75 to K Avenue)	\$200,000	\$0	(\$200,000)	\$200,000	\$0	\$200,000			
Mendenhall Elementary School reconstruction	\$11,500,000	\$9,000,000	(\$2,500,000)	\$11,500,000	\$0	\$2,500,000	obligated		
<b>Expenditures - New or Resumed Projects</b>									
Rice Field redevelopment resumption	\$0	\$0	\$0	\$300,000	\$300,000	\$300,000			
15th St. Village redevelopment resumption	\$0	\$0	\$0	\$150,000	\$150,000	\$150,000			
14th Street and I Avenue utilities and streetscape	\$0	\$0	\$0	\$750,000	\$750,000	\$750,000			
Saigling house and grounds	\$0	\$0	\$0	\$500,000	\$500,000	\$500,000			
Parker Road DART station infill development (4)	\$0	\$0	\$0	\$1,500,000	\$1,500,000	\$1,500,000			
Municipal Center South redevelopment (4)	\$0	\$0	\$0	\$2,000,000	\$2,000,000	\$2,000,000			
12th Street Station on the Cotton Belt Line	\$0	\$0	\$0	\$3,000,000	\$3,000,000	\$3,000,000			
North couplet redevelopment	\$0	\$0	\$0	\$4,000,000	\$4,000,000	\$4,000,000			
13th/14th Street Connector area redevelopment	\$0	\$0	\$0	\$500,000	\$500,000	\$500,000			
<b>Expenditures - General Category Allocations</b>									
Studies, plans and engineering for TIF projects	\$100,000	\$64,061	(\$35,939)	\$300,000	\$200,000	\$235,939			
Land acquisition for public purposes (3)	\$6,000,000	\$1,609,168	(\$4,390,832)	\$7,500,000	\$1,500,000	\$5,890,832			
Demolition and hazard abatement (4)	\$1,250,000	\$405,979	(\$844,021)	\$1,250,000	\$0	\$844,021			
Streets, utilities and landscaping	\$5,000,000	\$11,260	(\$4,988,740)	\$5,000,000	\$0	\$4,988,740			
Parking improvements	\$1,000,000	\$0	(\$1,000,000)	\$2,000,000	\$1,000,000	\$2,000,000			
Façade easements	\$0	\$0	\$0	\$500,000	\$500,000	\$500,000			
Maintenance for TIF-financed public improvements	\$712,013	\$0	(\$712,013)	\$750,000	\$37,987	\$750,000			
<b>Expenditures for TIF Program Administration</b>	<b>\$210,000</b>	<b>\$150,650</b>	<b>(\$59,350)</b>	<b>\$400,000</b>	<b>\$190,000</b>	<b>\$249,350</b>			
<b>Total Expenditures</b>	<b>\$47,588,896</b>	<b>\$29,416,088</b>	<b>-\$18,172,808</b>	<b>\$62,266,786</b>	<b>\$14,677,890</b>	<b>\$32,850,698</b>			<b>\$32,954,317</b>
<b>TIF Fund Cash Asset Balance After Expenses</b>	<b>\$0</b>	<b>\$8,553,878</b>	<b>\$8,553,879</b>	<b>\$6,129,062</b>	<b>\$6,129,063</b>	<b>(\$2,424,817)</b>			

- (1) Actual revenue and expenditure amounts through Feb. 28, 2014 and 2010 budget amounts are from the City of Plano. Tax increment revenue differs by \$1 from Schedule 6 due to rounding.  
(2) New budget is based on actual revenues and expenditures through Feb. 28, 2014, excluding receipts from 2013 levies, and on revenue forecasts for subsequent years.  
(3) \$1,509,198 was for Parker Road DART station infill development, \$25,000 for Municipal Center South earnest money.  
(4) \$250,000 budgeted for demolition was applied to demolition at the 10th Street Plano, LP site. \$143,419 was for demolition at the proposed Green Extreme project at the former Plano Housing Authority property.

**Schedule 2:**

**Estimated City of Plano Taxable Real Property, Captured Appraised Value and Deposits to the TIF Fund**

Notes:

- (1) Taxable values and actual tax increment deposits through Feb. 28, 2014 are as reported by the City of Plano. Other values are by Stein Planning, LLC. The assumed average annual appraisal adjustment after 2013 is a long-term average estimate. The actual rate of appraisal change will vary from year to year.
- (2) The assumed annual tax levy after 2013 is the 2013 tax rate. Actual tax rates are applied to years before 2013. Actual rates will be set annually.
- (3) Base value may fluctuate slightly as corrections to the appraisal roll are recorded. Base values and taxable values will differ slightly for each taxing entity due to different tax exemption policies. For this forecast, taxable values to the City of Plano are assumed. Base value is assumed \$313,870,358 for all jurisdictions through 2008, adjusted to \$314,703,237 for 2009 through 2012, further adjusted to \$306,228,314 for 2013 and subsequent years.
- (4) Actual tax increments paid to the TIF fund differ from calculated estimates due to timing of collections and deposits, taxable value variations and different formulas for increment calculation.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)
TIF Zone Year	Appraised Value for Jan. 1,	Property Tax Deposited to TIF Fund by May 1,	Taxable Appraised Value of the TIF Zone (1) If Change is Annually After 1/1/13	Actual or Forecast for Jan. 1 of This Year	Taxable Value Change from Previous Year	City Real Property Tax Levy, If per \$100 After 2012 (2)	Captured Appraised Value (Taxable Value Difference from Base Value) (3)	City Tax Increment (Tax on Captured Value)	% of City Tax Increment to TIF Fund	Calculated City Tax from Zone If 100% Collected to TIF Fund	to City General Fund	Actual Tax Increments Deposited to TIF Fund by City (1)(4)	% of Calculated Increment
Base	1999	2000		\$313,870,358		\$1,439,096	\$0	\$0	0%	\$0	\$1,439,096	\$0	
1	2000	2001		\$364,322,592	16.1%	\$1,670,419	\$50,452,234	\$228,801	100%	\$228,801	\$1,441,618	\$220,087	96.2%
2	2001	2002		\$399,367,941	9.6%	\$1,811,134	\$85,497,583	\$387,732	100%	\$387,732	\$1,423,402	\$308,667	79.6%
3	2002	2003		\$409,593,572	2.6%	\$1,857,507	\$95,723,214	\$434,105	100%	\$434,105	\$1,423,402	\$646,769	149.0%
4	2003	2004		\$410,253,064	0.2%	\$1,860,498	\$96,382,706	\$437,096	100%	\$437,096	\$1,423,402	\$547,422	125.2%
5	2004	2005		\$413,787,489	0.9%	\$1,876,526	\$99,917,131	\$453,124	100%	\$453,124	\$1,423,402	\$612,064	135.1%
6	2005	2006		\$423,819,168	2.4%	\$1,922,020	\$109,948,810	\$498,618	100%	\$498,618	\$1,423,402	\$681,796	136.7%
7	2006	2007		\$445,571,325	5.1%	\$2,109,780	\$131,700,967	\$623,604	100%	\$623,604	\$1,486,176	\$804,536	129.0%
8	2007	2008		\$491,143,019	10.2%	\$2,325,562	\$177,272,661	\$839,386	100%	\$839,386	\$1,486,176	\$912,930	108.8%
9	2008	2009		\$519,308,906	5.7%	\$2,458,928	\$205,438,548	\$972,752	100%	\$972,752	\$1,486,176	\$1,028,190	105.7%
10	2009	2010		\$486,826,645	-6.3%	\$2,378,635	\$172,123,408	\$840,995	100%	\$840,995	\$1,537,640	\$845,380	100.5%
11	2010	2011		\$453,368,555	-6.9%	\$2,215,159	\$138,665,318	\$677,519	100%	\$677,519	\$1,537,640	\$674,877	99.6%
12	2011	2012		\$459,120,153	1.3%	\$2,243,261	\$144,416,916	\$705,621	100%	\$705,621	\$1,537,640	\$713,764	101.2%
13	2012	2013		\$467,864,139	1.9%	\$2,285,984	\$153,160,902	\$748,344	100%	\$748,344	\$1,537,640	\$788,118	105.3%
14	2013	2014		\$466,872,319	-0.2%	\$2,281,138	\$160,644,005	\$784,907	100%	\$784,907	\$1,496,232		
Subtotals or averages for years 1 through 14 only								\$8,632,602		\$8,632,602	\$20,663,949		
15	2014	2015	\$473,875,404	\$473,875,404	1.5%	\$2,315,355	\$167,647,090	\$819,124	100%	\$819,124	\$1,496,232		
Forecast subtotals for years 1 through 15, original TIF zone term								\$9,451,726		\$9,451,726	\$22,160,180		
16	2015	2016	\$480,983,535	\$480,983,535	1.5%	\$2,350,086	\$174,755,221	\$853,854	100%	\$853,854	\$1,496,232		
17	2016	2017	\$488,198,288	\$488,198,288	1.5%	\$2,385,337	\$181,969,974	\$889,105	100%	\$889,105	\$1,496,232		
18	2017	2018	\$495,521,262	\$495,521,262	1.5%	\$2,421,117	\$189,292,948	\$924,885	100%	\$924,885	\$1,496,232		
19	2018	2019	\$502,954,081	\$502,954,081	1.5%	\$2,457,434	\$196,725,767	\$961,202	100%	\$961,202	\$1,496,232		
20	2019	2020	\$510,498,392	\$510,498,392	1.5%	\$2,494,295	\$204,270,078	\$998,064	100%	\$998,064	\$1,496,232		
21	2020	2021	\$518,155,868	\$518,155,868	1.5%	\$2,531,710	\$211,927,554	\$1,035,478	100%	\$1,035,478	\$1,496,232		
22	2021	2022	\$525,928,206	\$525,928,206	1.5%	\$2,569,685	\$219,699,892	\$1,073,454	100%	\$1,073,454	\$1,496,232		
23	2022	2023	\$533,817,129	\$533,817,129	1.5%	\$2,608,230	\$227,588,815	\$1,111,999	100%	\$1,111,999	\$1,496,232		
24	2023	2024	\$541,824,386	\$541,824,386	1.5%	\$2,647,354	\$235,596,072	\$1,151,122	100%	\$1,151,122	\$1,496,232		
25	2024	2025	\$549,951,752	\$549,951,752	1.5%	\$2,687,064	\$243,723,438	\$1,190,833	100%	\$1,190,833	\$1,496,232		
26	2025	2026	\$558,201,028	\$558,201,028	1.5%	\$2,727,370	\$251,972,714	\$1,231,139	100%	\$1,231,139	\$1,496,232		
27	2026	2027	\$566,574,044	\$566,574,044	1.5%	\$2,768,281	\$260,345,730	\$1,272,049	100%	\$1,272,049	\$1,496,232		
28	2027	2028	\$575,072,654	\$575,072,654	1.5%	\$2,809,805	\$268,844,340	\$1,313,573	100%	\$1,313,573	\$1,496,232		
29	2028	2029	\$583,698,744	\$583,698,744	1.5%	\$2,851,952	\$277,470,430	\$1,355,721	100%	\$1,355,721	\$1,496,232		
30	2029	2030	\$592,454,225	\$592,454,225	1.5%	\$2,894,731	\$286,225,911	\$1,398,500	100%	\$1,398,500	\$1,496,232		
Forecast subtotal for years 16-30 only								\$16,760,978		\$16,760,978	\$22,443,473		
Grand total, years 1-30								\$26,212,704		\$26,212,704	\$44,603,653		

**Schedule 3:**

**Estimated Collin County Taxable Real Property, Captured Appraised Value and Deposits to the TIF Fund**

Notes:

- (1) Taxable values and actual tax increment deposits through Feb. 28, 2014 are as reported by the City of Plano. Other values are by Stein Planning, LLC. The assumed average annual appraisal adjustment after 2013 is a long-term average estimate. The actual rate of appraisal change will vary from year to year.
- (2) The assumed annual tax levy after 2013 is the 2013 tax rate. Actual tax rates are applied to years before 2013. Actual rates will be set annually.
- (3) Base value may fluctuate slightly as corrections to the appraisal roll are recorded. Base values and taxable values will differ slightly for each taxing entity due to different tax exemption policies. For this forecast, taxable values to the City of Plano are assumed. Base value is assumed \$313,870,358 for all jurisdictions through 2008, adjusted to \$314,703,237 for 2009 through 2012, further adjusted to \$306,228,314 for 2013 and subsequent years.
- (4) Actual tax increments paid to the TIF fund differ from calculated estimates due to timing of collections and deposits, taxable value variations and different formulas for increment calculation.

(a)	(b)	(c)	(d)		(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)
TIF Zone	Appraised Value for Jan. 1,	Property Tax Deposited to TIF Fund by May 1,	Taxable Appraised Value of the TIF Zone (1)		Actual or Forecast for Jan. 1 of This Year	Taxable Value Change from Previous Year	County Real Property Tax Levy, If After 2012 (2)	Captured Appraised Value (Taxable Value Difference from Base Value) (3)	County Tax Increment (Tax on Appraised Value)	% of County Tax Increment to TIF Fund	Calculated County Tax from Zone If 100% Collected to County General Fund		Actual Tax Increments Deposited to TIF Fund by County (1)(4)	% of Calculated Increment
Year	Jan. 1,	by May 1,	If Change is 1.50% Annually After 1/1/13				\$0.2375 per \$100				to TIF Fund	to County General Fund	County (1)(4)	
Base	1999	2000		\$313,870,358			\$784,676	\$0	\$0	0%	\$0	\$784,676	\$0	
1	2000	2001		\$364,322,592		16.1%	\$910,806	\$50,452,234	\$126,131	80%	\$100,904	\$809,902	\$60,002	59.5%
2	2001	2002		\$399,367,941		9.6%	\$998,420	\$85,497,583	\$213,744	80%	\$170,995	\$827,425	\$85,135	49.8%
3	2002	2003		\$409,593,572		2.6%	\$1,023,984	\$95,723,214	\$239,308	80%	\$191,446	\$832,538	\$178,332	93.1%
4	2003	2004		\$410,253,064		0.2%	\$1,025,633	\$96,382,706	\$240,957	80%	\$192,765	\$832,867	\$239,639	124.3%
5	2004	2005		\$413,787,489		0.9%	\$1,034,469	\$99,917,131	\$249,793	80%	\$199,834	\$834,634	\$270,166	135.2%
6	2005	2006		\$423,819,168		2.4%	\$1,059,548	\$109,948,810	\$274,872	80%	\$219,898	\$839,650	\$300,941	136.9%
7	2006	2007		\$445,571,325		5.1%	\$1,091,650	\$131,700,967	\$322,667	80%	\$258,134	\$833,516	\$334,507	129.6%
8	2007	2008		\$491,143,019		10.2%	\$1,203,300	\$177,272,661	\$434,318	80%	\$347,454	\$855,846	\$378,847	109.0%
9	2008	2009		\$519,308,906		5.7%	\$1,272,307	\$205,438,548	\$498,188	80%	\$398,551	\$873,756	\$422,832	106.1%
10	2009	2010		\$486,826,645		-6.3%	\$1,192,725	\$172,123,408	\$417,399	80%	\$333,919	\$858,806	\$337,444	101.1%
11	2010	2011		\$453,368,555		-6.9%	\$1,088,085	\$138,665,318	\$332,797	80%	\$266,237	\$821,847	\$266,254	100.0%
12	2011	2012		\$459,120,153		1.3%	\$1,101,888	\$144,416,916	\$346,601	80%	\$277,280	\$824,608	\$280,578	101.2%
13	2012	2013		\$467,864,139		1.9%	\$1,122,874	\$153,160,902	\$367,586	80%	\$294,069	\$828,805	\$310,065	105.4%
14	2013	2014		\$466,872,319		-0.2%	\$1,108,822	\$160,644,005	\$381,530	80%	\$305,224	\$803,598		
Subtotals or averages for years 1 through 14 only									\$4,445,890		\$3,556,712	\$11,677,798		
15	2014	2015	\$473,875,404	\$473,875,404	1.5%	\$1,125,454	\$167,647,090	\$398,162	80%	\$318,529	\$806,925			
Forecast subtotals for years 1 through 15, original TIF zone term									\$4,844,052		\$3,875,242	\$12,484,723		
16	2015	2016	\$480,983,535	\$480,983,535	1.5%	\$1,142,336	\$174,755,221	\$415,044	50%	\$207,522	\$934,814			
17	2016	2017	\$488,198,288	\$488,198,288	1.5%	\$1,159,471	\$181,969,974	\$432,179	50%	\$216,089	\$943,382			
18	2017	2018	\$495,521,262	\$495,521,262	1.5%	\$1,176,863	\$189,292,948	\$449,571	50%	\$224,785	\$952,078			
19	2018	2019	\$502,954,081	\$502,954,081	1.5%	\$1,194,516	\$196,725,767	\$467,224	50%	\$233,612	\$960,904			
20	2019	2020	\$510,498,392	\$510,498,392	1.5%	\$1,212,434	\$204,270,078	\$485,141	50%	\$242,571	\$969,863			
21	2020	2021	\$518,155,868	\$518,155,868	1.5%	\$1,230,620	\$211,927,554	\$503,328	50%	\$251,664	\$978,956			
22	2021	2022	\$525,928,206	\$525,928,206	1.5%	\$1,249,079	\$219,699,892	\$521,787	50%	\$260,894	\$988,186			
23	2022	2023	\$533,817,129	\$533,817,129	1.5%	\$1,267,816	\$227,588,815	\$540,523	50%	\$270,262	\$997,554			
24	2023	2024	\$541,824,386	\$541,824,386	1.5%	\$1,286,833	\$235,596,072	\$559,541	50%	\$279,770	\$1,007,063			
25	2024	2025	\$549,951,752	\$549,951,752	1.5%	\$1,306,135	\$243,723,438	\$578,843	50%	\$289,422	\$1,016,714			
26	2025	2026	\$558,201,028	\$558,201,028	1.5%	\$1,325,727	\$251,972,714	\$598,435	50%	\$299,218	\$1,026,510			
27	2026	2027	\$566,574,044	\$566,574,044	1.5%	\$1,345,613	\$260,345,730	\$618,321	50%	\$309,161	\$1,036,453			
28	2027	2028	\$575,072,654	\$575,072,654	1.5%	\$1,365,798	\$268,844,340	\$638,505	50%	\$319,253	\$1,046,545			
29	2028	2029	\$583,698,744	\$583,698,744	1.5%	\$1,386,285	\$277,470,430	\$658,992	50%	\$329,496	\$1,056,788			
30	2029	2030	\$592,454,225	\$592,454,225	1.5%	\$1,407,079	\$286,225,911	\$679,787	50%	\$339,893	\$1,067,186			
Forecast subtotal for years 16-30 only									\$8,147,221		\$4,073,611	\$14,982,994		
Grand total, years 1-30									\$12,991,273		\$7,948,852	\$27,467,717		

**Schedule 4:**

**Estimated College District Taxable Real Property, Captured Appraised Value and Deposits to the TIF Fund**

Notes:

- (1) Taxable values and actual tax increment deposits through Feb. 28, 2014 are as reported by the City of Plano. Other values are by Stein Planning, LLC. The assumed average annual appraisal adjustment after 2013 is a long-term average estimate. The actual rate of appraisal change will vary from year to year.
- (2) The assumed annual tax levy after 2013 is the 2013 tax rate. Actual tax rates are applied to years before 2013. Actual rates will be set annually.
- (3) Base value may fluctuate slightly as corrections to the appraisal roll are recorded. Base values and taxable values will differ slightly for each taxing entity due to different tax exemption policies. For this forecast, taxable values to the City of Plano are assumed. Base value is assumed \$313,870,358 for all jurisdictions through 2008, adjusted to \$314,703,237 for 2009 through 2012, further adjusted to \$306,228,314 for 2013 and subsequent years.
- (4) Actual tax increments paid to the TIF fund differ from calculated estimates due to timing of collections and deposits, taxable value variations and different formulas for increment calculation.

(a)	(b)	(c)	(d)		(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)
TIF Zone Year	Appraised Value for Jan. 1,	Property Tax Deposited to TIF Fund by May 1,	Taxable Appraised Value of the TIF Zone (1)		Taxable Value Change from Previous Year	College Real Property Tax Levy, If After 2012 (2)	Captured Appraised Value (Taxable Value Difference from Base Value) (3)	College Tax Increment Captured (Tax on Appraised Value)	% of College Tax Increment to TIF Fund	Calculated College Tax from Zone If 100% Collected		Actual Tax Increments Deposited to TIF Fund by College (1)(4)	% of Calculated	
			If Change is 1.50% Annually After 1/1/13	Actual or Forecast for Jan. 1 of This Year						to TIF Fund	to College General Fund			
Base	1999	2000		\$313,870,358		\$263,805	\$0	\$0	0%	\$0	\$263,805	\$0		
1	2000	2001		\$364,322,592	16.1%	\$306,209	\$50,452,234	\$42,405	50%	\$21,202	\$285,007	\$22,573	106.5%	
2	2001	2002		\$399,367,941	9.6%	\$370,785	\$85,497,583	\$79,379	50%	\$39,689	\$331,096	\$31,617	79.7%	
3	2002	2003		\$409,593,572	2.6%	\$376,605	\$95,723,214	\$88,014	50%	\$44,007	\$332,598	\$65,795	149.5%	
4	2003	2004		\$410,253,064	0.2%	\$377,154	\$96,382,706	\$88,607	50%	\$44,303	\$332,851	\$55,558	125.4%	
5	2004	2005		\$413,787,489	0.9%	\$375,082	\$99,917,131	\$90,571	50%	\$45,285	\$329,796	\$61,250	135.3%	
6	2005	2006		\$423,819,168	2.4%	\$378,988	\$109,948,810	\$98,318	50%	\$49,159	\$329,828	\$67,281	136.9%	
7	2006	2007		\$445,571,325	5.1%	\$390,690	\$131,700,967	\$115,479	50%	\$57,740	\$332,951	\$74,824	129.6%	
8	2007	2008		\$491,143,019	10.2%	\$427,216	\$177,272,661	\$154,199	50%	\$77,099	\$350,116	\$83,850	108.8%	
9	2008	2009		\$519,308,906	5.7%	\$449,166	\$205,438,548	\$177,690	50%	\$88,845	\$360,321	\$94,376	106.2%	
10	2009	2010		\$486,826,645	-6.3%	\$420,131	\$172,123,408	\$148,543	50%	\$74,271	\$345,860	\$75,201	101.3%	
11	2010	2011		\$453,368,555	-6.9%	\$391,257	\$138,665,318	\$119,668	50%	\$59,834	\$331,423	\$59,978	100.2%	
12	2011	2012		\$459,120,153	1.3%	\$396,221	\$144,416,916	\$124,632	50%	\$62,316	\$333,905	\$63,094	101.2%	
13	2012	2013		\$467,864,139	1.9%	\$403,762	\$153,160,902	\$132,176	50%	\$66,088	\$337,674	\$69,714	105.5%	
14	2013	2014		\$466,872,319	-0.2%	\$403,112	\$160,644,005	\$138,705	50%	\$69,352	\$333,759			
Subtotals or averages for years 1 through 14 only									\$1,598,384		\$799,192	\$4,667,185		
15	2014	2015	\$473,875,404	\$473,875,404	1.5%	\$409,158	\$167,647,090	\$144,752	50%	\$72,376	\$336,782			
Forecast subtotals for years 1 through 15, original TIF zone term									\$1,743,136		\$871,568	\$5,003,968		
16	2015	2016	\$480,983,535	\$480,983,535	1.5%	\$415,296	\$174,755,221	\$150,889	0%	\$0	\$415,296			
17	2016	2017	\$488,198,288	\$488,198,288	1.5%	\$421,525	\$181,969,974	\$157,118	0%	\$0	\$421,525			
18	2017	2018	\$495,521,262	\$495,521,262	1.5%	\$427,848	\$189,292,948	\$163,441	0%	\$0	\$427,848			
19	2018	2019	\$502,954,081	\$502,954,081	1.5%	\$434,266	\$196,725,767	\$169,859	0%	\$0	\$434,266			
20	2019	2020	\$510,498,392	\$510,498,392	1.5%	\$440,780	\$204,270,078	\$176,373	0%	\$0	\$440,780			
21	2020	2021	\$518,155,868	\$518,155,868	1.5%	\$447,391	\$211,927,554	\$182,985	0%	\$0	\$447,391			
22	2021	2022	\$525,928,206	\$525,928,206	1.5%	\$454,102	\$219,699,892	\$189,695	0%	\$0	\$454,102			
23	2022	2023	\$533,817,129	\$533,817,129	1.5%	\$460,914	\$227,588,815	\$196,507	0%	\$0	\$460,914			
24	2023	2024	\$541,824,386	\$541,824,386	1.5%	\$467,827	\$235,596,072	\$203,421	0%	\$0	\$467,827			
25	2024	2025	\$549,951,752	\$549,951,752	1.5%	\$474,845	\$243,723,438	\$210,438	0%	\$0	\$474,845			
26	2025	2026	\$558,201,028	\$558,201,028	1.5%	\$481,968	\$251,972,714	\$217,561	0%	\$0	\$481,968			
27	2026	2027	\$566,574,044	\$566,574,044	1.5%	\$489,197	\$260,345,730	\$224,790	0%	\$0	\$489,197			
28	2027	2028	\$575,072,654	\$575,072,654	1.5%	\$496,535	\$268,844,340	\$232,128	0%	\$0	\$496,535			
29	2028	2029	\$583,698,744	\$583,698,744	1.5%	\$503,983	\$277,470,430	\$239,576	0%	\$0	\$503,983			
30	2029	2030	\$592,454,225	\$592,454,225	1.5%	\$511,543	\$286,225,911	\$247,136	0%	\$0	\$511,543			
Forecast subtotal for years 16-30 only									\$2,961,918		\$0	\$6,928,019		
Grand total, years 1-30									\$4,705,054		\$871,568	\$11,931,986		

**Schedule 5:**

**Estimated Plano ISD Taxable Real Property, Captured Appraised Value and Deposits to the TIF Fund**

Notes:

Unlike other participating jurisdictions, the PISD deposits tax increments to the TIF fund approximately two years after the date of appraisal.

- (1) Taxable values and actual tax increment deposits through Feb. 28, 2014 are as reported by the City of Plano. Other values are by Stein Planning, LLC. The assumed average annual appraisal adjustment after 2013 is a long-term average estimate. The actual rate of appraisal change will vary from year to year.
- (2) The PISD participates with its Maintenance and Operations tax component. After 2005, the M & O tax rate paid to the TIF fund remains constant at the 2005 rate of \$1.50 per \$100 through the end of the original TIF zone term. State rules for property tax recapture reduce the tax retained for the PISD M & O fund. Direct receipts retained for the PISD M & O fund may be less than indicated.
- (3) Base value may fluctuate slightly as corrections to the appraisal roll are recorded. Base values and taxable values will differ slightly for each taxing entity due to different tax exemption policies. For this forecast, taxable values to the City of Plano are assumed. Base value is assumed \$313,870,358 for all jurisdictions through 2008, adjusted to \$314,703,237 for 2009 through 2012, further adjusted to \$306,228,314 for 2013 and subsequent years.
- (4) Actual tax increments paid to the TIF fund differ from calculated estimates due to timing of collections and deposits, taxable value variations and different formulas for increment calculation.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)
TIF Zone Year	Appraised Value for Jan. 1,	Property Tax Deposited to TIF Fund by May 1,	Boxed: Taxable Appraised Value of the TIF Zone (1) If Change is 1.50% Annually After 1/1/13	Actual or Forecast for Jan. 1 of This Year	Taxable Value Change from Previous Year	Boxed: PISD Real Property Tax Levy for M&O, @ \$1.50 per \$100 After 2005 (2)	Captured Appraised Value (Taxable Value Difference from Base Value) (3)	PISD M&O Tax Increment (Tax on CAV)	% of PISD M&O Tax Increment to TIF Fund	Boxed: Calculated PISD M & O Tax from Zone If 100% Collected to PISD General Fund (2)	Actual Tax Increments Deposited to TIF Fund by PISD (1)(4)	% of Calculated Increment	
Base	1999	2001		\$313,870,358		\$4,708,055	\$0	\$0	0%	\$0	\$4,708,055	\$0	
1	2000	2002		\$364,322,592	16.1%	\$5,464,839	\$50,452,234	\$756,784	100%	\$756,784	\$4,708,055	\$665,207	87.9%
2	2001	2003		\$399,367,941	9.6%	\$5,990,519	\$85,497,583	\$1,282,464	100%	\$1,282,464	\$4,708,055	\$1,463,509	114.1%
3	2002	2004		\$409,593,572	2.6%	\$6,143,904	\$95,723,214	\$1,435,848	100%	\$1,435,848	\$4,708,055	\$1,637,508	114.0%
4	2003	2005		\$410,253,064	0.2%	\$6,153,796	\$96,382,706	\$1,445,741	100%	\$1,445,741	\$4,708,055	\$1,768,564	122.3%
5	2004	2006		\$413,787,489	0.9%	\$6,206,812	\$99,917,131	\$1,498,757	100%	\$1,498,757	\$4,708,055	\$2,026,635	135.2%
6	2005	2007		\$423,819,168	2.4%	\$6,357,288	\$109,948,810	\$1,649,232	100%	\$1,649,232	\$4,708,055	\$2,257,056	136.9%
7	2006	2008		\$445,571,325	5.1%	\$6,683,570	\$131,700,967	\$1,975,515	100%	\$1,975,515	\$4,708,055	\$2,271,142	115.0%
8	2007	2009		\$491,143,019	10.2%	\$7,367,145	\$177,272,661	\$2,659,090	100%	\$2,659,090	\$4,708,055	\$1,973,630	74.2%
9	2008	2010		\$519,308,906	5.7%	\$7,789,634	\$205,438,548	\$3,081,578	100%	\$3,081,578	\$4,708,055	\$2,265,351	73.5%
10	2009	2011		\$486,826,645	-6.3%	\$7,302,400	\$172,123,408	\$2,581,851	100%	\$2,581,851	\$4,720,549	\$4,093,719	158.6%
11	2010	2012		\$453,368,555	-6.9%	\$6,800,528	\$138,665,318	\$2,079,980	100%	\$2,079,980	\$4,720,549	\$1,440,771	69.3%
12	2011	2013		\$459,120,153	1.3%	\$6,886,802	\$144,416,916	\$2,166,254	100%	\$2,166,254	\$4,720,549	\$2,815,627	130.0%
13	2012	2014		\$467,864,139	1.9%	\$7,017,962	\$153,160,902	\$2,297,414	100%	\$2,297,414	\$4,720,549		
14	2013	2015		\$466,872,319	-0.2%	\$7,003,085	\$160,644,005	\$2,409,660	100%	\$2,409,660	\$4,593,425		
Subtotals or averages for years 1 through 14 only								\$27,320,166		\$27,320,166	\$65,848,117		
15	2014	2016	\$473,875,404	\$473,875,404	1.5%	\$7,108,131	\$167,647,090	\$2,514,706	100%	\$2,514,706	\$4,593,425		
Forecast subtotals for years 1 through 15, original TIF zone term								\$29,834,872		\$29,834,872	\$70,441,542		
16	2015	2017	\$480,983,535	\$480,983,535	1.5%	\$7,214,753	\$174,755,221	\$2,621,328	0%	\$0	\$7,214,753		
17	2016	2018	\$488,198,288	\$488,198,288	1.5%	\$7,322,974	\$181,969,974	\$2,729,550	0%	\$0	\$7,322,974		
18	2017	2019	\$495,521,262	\$495,521,262	1.5%	\$7,432,819	\$189,292,948	\$2,839,394	0%	\$0	\$7,432,819		
19	2018	2020	\$502,954,081	\$502,954,081	1.5%	\$7,544,311	\$196,725,767	\$2,950,887	0%	\$0	\$7,544,311		
20	2019	2021	\$510,498,392	\$510,498,392	1.5%	\$7,657,476	\$204,270,078	\$3,064,051	0%	\$0	\$7,657,476		
21	2020	2022	\$518,155,868	\$518,155,868	1.5%	\$7,772,338	\$211,927,554	\$3,178,913	0%	\$0	\$7,772,338		
22	2021	2023	\$525,928,206	\$525,928,206	1.5%	\$7,888,923	\$219,699,892	\$3,295,498	0%	\$0	\$7,888,923		
23	2022	2024	\$533,817,129	\$533,817,129	1.5%	\$8,007,257	\$227,588,815	\$3,413,832	0%	\$0	\$8,007,257		
24	2023	2025	\$541,824,386	\$541,824,386	1.5%	\$8,127,366	\$235,596,072	\$3,533,941	0%	\$0	\$8,127,366		
25	2024	2026	\$549,951,752	\$549,951,752	1.5%	\$8,249,276	\$243,723,438	\$3,655,852	0%	\$0	\$8,249,276		
26	2025	2027	\$558,201,028	\$558,201,028	1.5%	\$8,373,015	\$251,972,714	\$3,779,591	0%	\$0	\$8,373,015		
27	2026	2028	\$566,574,044	\$566,574,044	1.5%	\$8,498,611	\$260,345,730	\$3,905,186	0%	\$0	\$8,498,611		
28	2027	2029	\$575,072,654	\$575,072,654	1.5%	\$8,626,090	\$268,844,340	\$4,032,665	0%	\$0	\$8,626,090		
29	2028	2030	\$583,698,744	\$583,698,744	1.5%	\$8,755,481	\$277,470,430	\$4,162,056	0%	\$0	\$8,755,481		
30	2029	2031	\$592,454,225	\$592,454,225	1.5%	\$8,886,813	\$286,225,911	\$4,293,389	0%	\$0	\$8,886,813		
Forecast subtotal for years 16-30 only								\$51,456,133		\$0	\$120,357,504		
Grand total, years 1-30								\$81,291,006		\$29,834,872	\$190,799,046		

**Schedule 6:  
Forecast of Tax Increment Deposits to the TIF Fund, Extended**

Notes:

TIF fund revenue forecasts are imported from other schedules. Revenues may be more or less than forecast.

Discount rates are applied to estimated cash receipts in future years because it's assumed construction costs and other TIF project cost expenses will increase.

(a) TIF Zone Year	(b) Deposits to TIF Fund by May of FY Ending Sept. 30,	(c)-(g) Estimated Tax Increment Deposits to the TIF Fund							(h)-(o) Present Value (2014) Total Tax Increments to TIF, Discounted Annually @					(j)-(o) Actual Tax Increment Deposits to the TIF Fund				
		(c) From City	(d) From County	(e) From College District	(f) From PISD	(g) Total	(h)		(j) From City	(k) From County	(l) From College District	(m) From PISD	(n) Total	(o) Cumulative Total				
							3%	5%										
Base	2000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
1	2001	\$228,801	\$100,904	\$21,202	\$0	\$350,908			\$220,087	\$60,002	\$22,573	\$0	\$302,662	\$302,662				
2	2002	\$387,732	\$170,995	\$39,689	\$756,784	\$1,355,199			\$308,667	\$85,135	\$31,617	\$665,207	\$1,090,625	\$1,393,287				
3	2003	\$434,105	\$191,446	\$44,007	\$1,282,464	\$1,952,022			\$646,769	\$178,332	\$65,795	\$1,463,509	\$2,354,405	\$3,747,692				
4	2004	\$437,096	\$192,765	\$44,303	\$1,435,848	\$2,110,012			\$547,422	\$239,639	\$55,558	\$1,637,508	\$2,480,127	\$6,227,819				
5	2005	\$453,124	\$199,834	\$45,285	\$1,445,741	\$2,143,984			\$612,064	\$270,166	\$61,250	\$1,768,564	\$2,712,043	\$8,939,863				
6	2006	\$498,618	\$219,898	\$49,159	\$1,498,757	\$2,266,432			\$681,796	\$300,941	\$67,281	\$2,026,635	\$3,076,653	\$12,016,516				
7	2007	\$623,604	\$258,134	\$57,740	\$1,649,232	\$2,588,710			\$804,536	\$334,507	\$74,824	\$2,257,056	\$3,470,923	\$15,487,439				
8	2008	\$839,386	\$347,454	\$77,099	\$1,975,515	\$3,239,454			\$912,930	\$378,847	\$83,850	\$2,271,142	\$3,646,769	\$19,134,208				
9	2009	\$972,752	\$398,551	\$88,845	\$2,659,090	\$4,119,237			\$1,028,190	\$422,832	\$94,376	\$1,973,630	\$3,519,027	\$22,653,235				
10	2010	\$840,995	\$333,919	\$74,271	\$3,081,578	\$4,330,764			\$845,380	\$337,444	\$75,201	\$2,265,351	\$3,523,375	\$26,176,610				
11	2011	\$677,519	\$266,237	\$59,834	\$2,581,851	\$3,585,441			\$674,877	\$266,254	\$59,978	\$4,093,719	\$5,094,828	\$31,271,438				
12	2012	\$705,621	\$277,280	\$62,316	\$2,079,980	\$3,125,197			\$713,764	\$280,578	\$63,094	\$1,440,771	\$2,498,207	\$33,769,646				
13	2013	\$748,344	\$294,069	\$66,088	\$2,166,254	\$3,274,755			\$788,118	\$310,065	\$69,714	\$2,815,627	\$3,983,524	\$37,753,170				
14	2014	\$784,907	\$305,224	\$69,352	\$2,297,414	\$3,456,896	\$3,456,896	\$3,456,896				\$6,971,157	\$6,904,219					
15	2015	\$819,124	\$318,529	\$72,376	\$2,409,660	\$3,619,689	\$3,619,689	\$6,971,157										
16	2016	\$853,854	\$207,522	\$0	\$2,514,706	\$3,576,082	\$10,341,958	\$10,147,831										
17	2017	\$889,105	\$216,089	\$0	\$0	\$1,105,195	\$11,353,367	\$11,102,540										
18	2018	\$924,885	\$224,785	\$0	\$0	\$1,149,671	\$12,374,835	\$12,048,377										
19	2019	\$961,202	\$233,612	\$0	\$0	\$1,194,814	\$13,405,492	\$12,984,545										
20	2020	\$998,064	\$242,571	\$0	\$0	\$1,240,634	\$14,444,504	\$13,910,325										
21	2021	\$1,035,478	\$251,664	\$0	\$0	\$1,287,142	\$15,491,068	\$14,825,073										
22	2022	\$1,073,454	\$260,894	\$0	\$0	\$1,334,347	\$16,544,414	\$15,728,212										
23	2023	\$1,111,999	\$270,262	\$0	\$0	\$1,382,261	\$17,603,802	\$16,619,229										
24	2024	\$1,151,122	\$279,770	\$0	\$0	\$1,430,893	\$18,668,520	\$17,497,673										
25	2025	\$1,190,833	\$289,422	\$0	\$0	\$1,480,254	\$19,737,887	\$18,363,147										
26	2026	\$1,231,139	\$299,218	\$0	\$0	\$1,530,356	\$20,811,249	\$19,215,307										
27	2027	\$1,272,049	\$309,161	\$0	\$0	\$1,581,210	\$21,887,976	\$20,053,856										
28	2028	\$1,313,573	\$319,253	\$0	\$0	\$1,632,826	\$22,967,466	\$20,878,544										
29	2029	\$1,355,721	\$329,496	\$0	\$0	\$1,685,217	\$24,049,142	\$21,689,162										
30	2030	\$1,398,500	\$339,893	\$0	\$0	\$1,738,393	\$25,132,451	\$22,485,540										
Actual through 2013									\$8,784,600	\$3,464,742	\$825,108	\$24,678,719	\$37,753,170					
Forecast from 2014 to end		\$18,365,008	\$4,697,364	\$141,728	\$7,221,780	\$30,425,880	\$25,132,451	\$22,485,540										
Forecast for years 1-30		\$26,212,704	\$7,948,852	\$871,568	\$29,834,872	\$64,867,996												
Actual through 2013 plus forecast to end		\$27,149,608	\$8,162,106	\$966,836	\$31,900,499	\$68,179,050												

## Schedule 7: Estimated Nonproject Costs

Nonproject costs are the costs of public or private improvements in the TIF zone during the duration of the TIF zone that will NOT be paid or reimbursed from the TIF fund.

Nonproject costs have been identified by the City of Plano. All cost estimates are approximate.

(a) Item	(b) Estimated Public Expenditure	(c) Estimated Private Expenditure	(d) Estimated Total Expenditure
Connection between US 75 and K Avenue	\$30,000,000		\$30,000,000
Sewer Main Capacity for Downtown	\$2,000,000		\$2,000,000
15 <sup>th</sup> Street Brick Paver Repair	\$2,000,000		\$2,000,000
18 <sup>th</sup> Street G Avenue to US 75	\$5,000,000		\$5,000,000
18 <sup>th</sup> Street G Avenue to K Avenue	\$2,000,000		\$2,000,000
Parker Road Corridor	\$3,000,000		\$3,000,000
Park Boulevard Hike and Bike Trail	\$2,000,000		\$2,000,000
Multi-Family Development		\$100,000,000	\$100,000,000
Single-Family Development		\$19,925,000	\$19,825,000
Commercial Development		\$12,500,000	\$12,500,000
K Avenue Reconstruction/Rehabilitation	\$2,000,000		\$2,000,000
Plano Parkway Reconstruction/Rehabilitation	\$1,000,000		\$100,000
Park Boulevard Reconstruction/Rehabilitation	\$600,000		\$600,000
Central Parkway East/Republic Drive Reconstruction/Rehabilitation	\$500,000		\$500,000
Archerwood Drive Reconstruction/Rehabilitation	\$500,000		\$500,000
Parker Road Reconstruction/Rehabilitation	\$300,000		\$300,000
<b>Total</b>	<b>\$50,900,000</b>	<b>\$132,425,000</b>	<b>\$182,325,000</b>

# DOWNTOWN PLANO

Vision & Strategy Update  
February 2013



Photo/Mike Newman



Photo/Mike Newman



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Gabrielle Castaneda Pruitt



Photo/Mike Newman

## Historic Downtown Plano and Great Places

Across America, people are searching for places with the warmth and feel towns had a hundred years ago – Places which are vibrant, diverse and personally important - Places where they can live and walk to the park, shops and restaurants - Places to be with family, visit friends and meet new people – Places offering excitement, celebration and spontaneity – Places for quiet conversation or simply to read a book. Fortunately, we have such a special place – Historic Downtown Plano.

Once sleepy and nearly forgotten, Downtown Plano has reawakened and transformed into an exciting urban center with shopping, restaurants, entertainment and nightlife. In 2002, the Dallas Area Rapid Transit light rail station opened in downtown and provided the spark for renewed interest and reinvestment. Following the vision and strategies outlined in the 1999 Downtown Plano Transit Village Plan, developers and small business owners and the City of Plano have revived the heart of the city and created a vibrant, distinctive and authentic place of regional importance. Downtown Plano is ready for continued growth, with ample opportunities for redevelopment and infill projects to add new housing, businesses, shopping and entertainment. The prospect of a new rail station on DART's future Cotton Belt line just south of Downtown Plano even further expands downtown's potential.

## A Decade of Change:

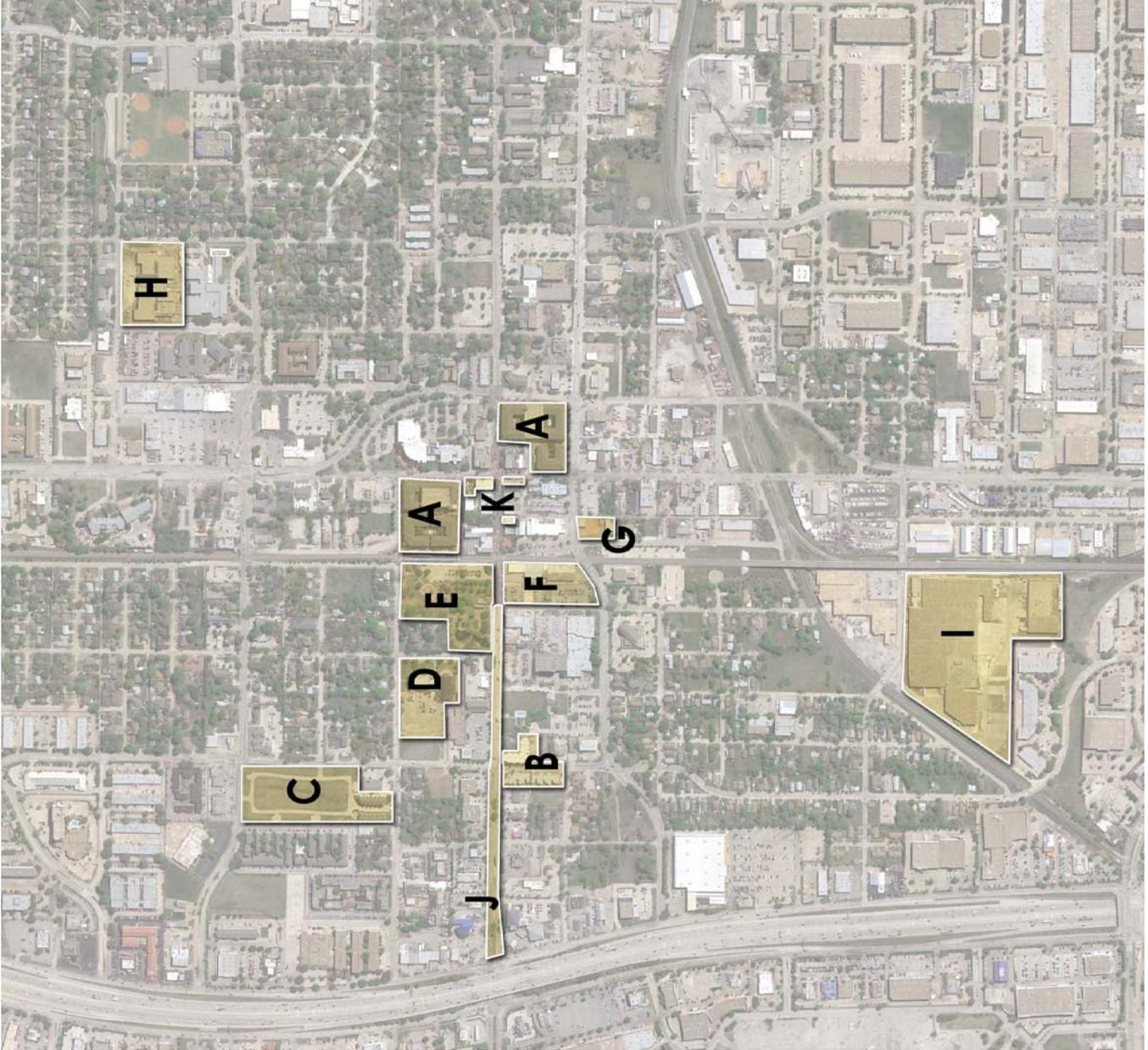
- Light rail and bus service
- Nearly 1,000 dwelling units built or under construction
- Over 70,000 square feet of new commercial space, new shops, restaurants and offices
- New elementary school
- An exciting arts scene, including galleries, studios and two theaters
- An expanded downtown park and improved streetscape
- New and restored homes in surrounding historic neighborhoods

RECENT, ON-GOING, AND PLANNED IMPROVEMENTS

PROJECT KEY

- A - Eastside Village I & II
- B - 15th Street Village
- C - Lexington Park at Rice Field
- D - Courtyard Theater & Cox Building
- E - Haggard Park Expansion
- F - SoCo 15 Mixed Use
- G - Icehouse Mixed Use
- H - Mendenhall Elementary
- I - Holt Lunsford Industrial Renovation
- J - 15th Street Reconstruction
- K - Various Downtown Renovations

\*\*See Appendix for individual project information sheets

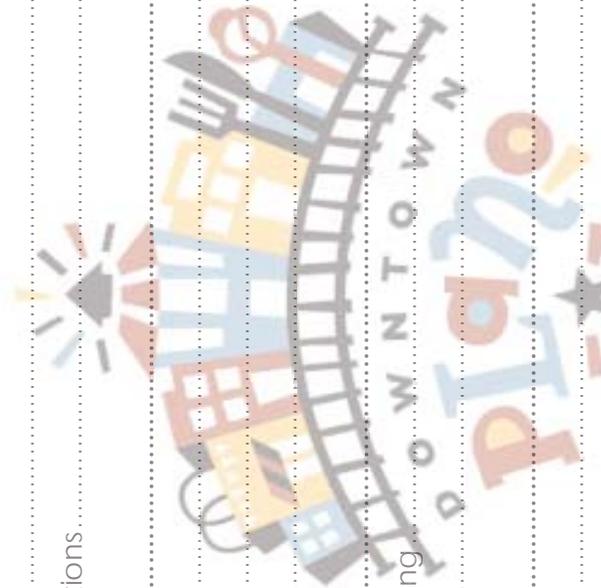


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Photo/Mike Newman



Photo/Mike Newman



Photo/Mike Newman



Photo/Mike Newman

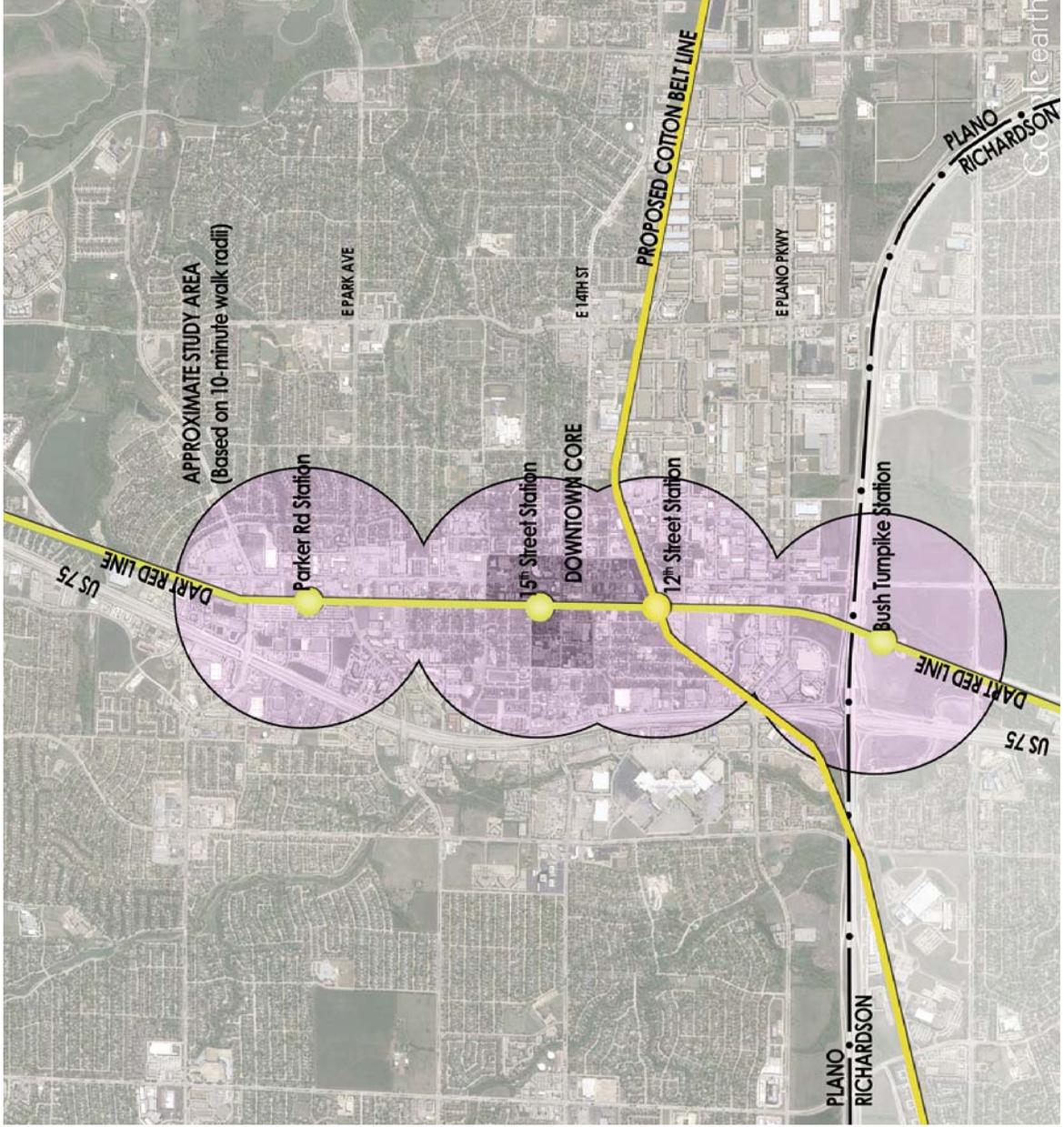
# The Vision



## STUDY AREA

With the coming of Dallas Area Rapid Transit's Red Light Rail line, planning and reinvestment for Downtown Plano focused on the area within one-half mile (walking distance) of the station. This area contains downtown's historic commercial core and the sites with greatest potential for redevelopment. But opportunity for growth extends the entire two and a half mile DART corridor from the Bush Turnpike to Parker Road Stations. With the addition of the proposed 12th Street Station, the entire corridor is within walking distance of one of four DART stations. No place outside of Downtown Dallas is better served by transit.

This report expands the study area to the full corridor, while still concentrating on downtown and the proposed 12th Street Station. Tremendous urban infill and redevelopment opportunities exist at all four stations. Great neighborhoods, including Douglass, Vendome, Haggard Park, Old Town and the Haggard Addition, add diversity and character to the area. Street, bike trail and sidewalk improvements can make the corridor more accessible, walkable and unified.



## INVESTING DOWNTOWN IS SMART

Investing in Downtown Plano is smart business. Developers and small businesses have infused more than \$72 million in new construction and renovation in the area since 1999. Property values in Tax Increment Finance District #2, which includes downtown as well as a larger area, have increased \$144 million in the same timeframe. Downtown offers many advantages that have contributed to its success and which continue to attract investors.

### Inclusive

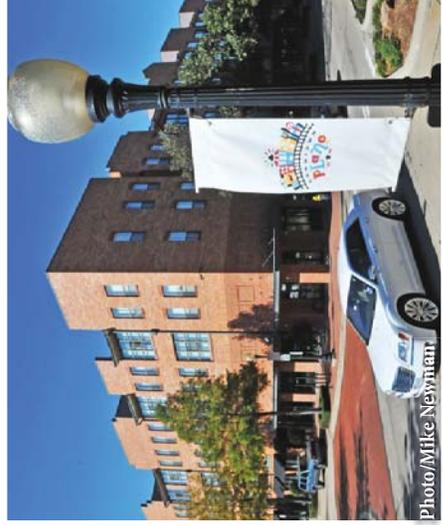
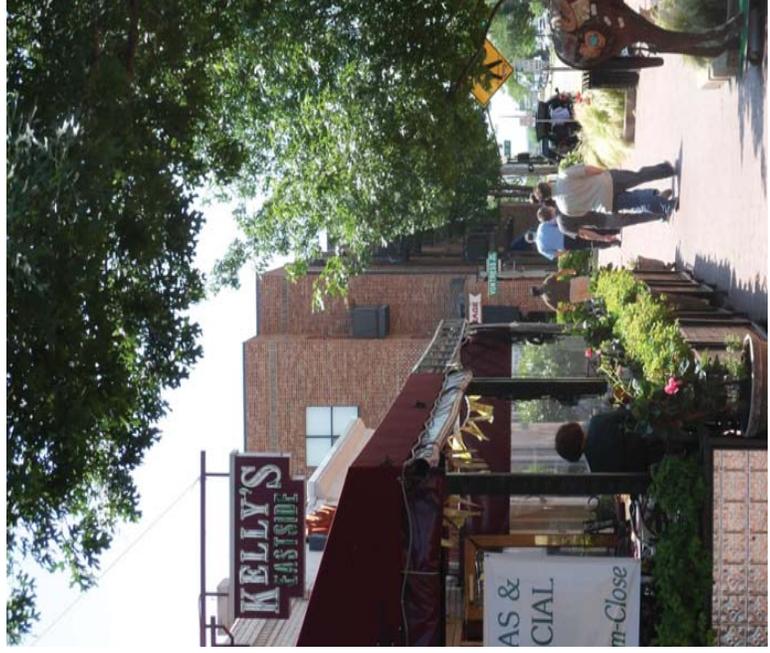
Downtown offers a broad range of goods and services needed for daily living. In or within walking distance of Downtown Plano there are restaurants, personal and business services, a grocery, vegetable and meat markets, theaters and art galleries, a park, post office, library and new elementary school. No other urban center in the region can match the diversity and completeness of Downtown Plano.

### Connected

Downtown Plano's location near U.S. 75 and the President George Bush Turnpike provides excellent access to the metropolitan area. DART's Red and Orange Lines and the future Cotton Belt Line provide rail service to other urban and employment centers, and soon to Dallas-Fort Worth International Airport.

### Employment

The core of Downtown Plano contains several thousand jobs related to municipal administration, public safety, education, telecommunications and general business and services. Tens of thousands of jobs are located within three miles of downtown in the Research Technology District and Telecom Corridor. Plano alone has more than 140,000 locally-based jobs tied to international corporate, headquarters, hospitals and medical technology and a wide variety of business enterprises. All of this makes Downtown Plano a strong urban market for housing, restaurants and services, and small to mid-size businesses.



Photo/Mike Newman

Photo/Mike Newman

**Favorable Demographic and Economic Trends**

The Dallas-Fort Worth metropolitan area’s population is projected to grow to 9.8 million by 2035, with jobs increasing to 6.1 million. Collin County, which encompasses most of the city of Plano, is one of the fastest growing counties in the country with a population expected to increase from 783,000 in 2010 to 1.4 million by 2035. Plano is a major employment center with a diverse, well-educated population of 265,000 and 141,500 jobs. These favorable trends ensure that Plano will continue to attract new residents, many of whom will be looking for the more urban lifestyle that Downtown Plano can offer.

**Choice**

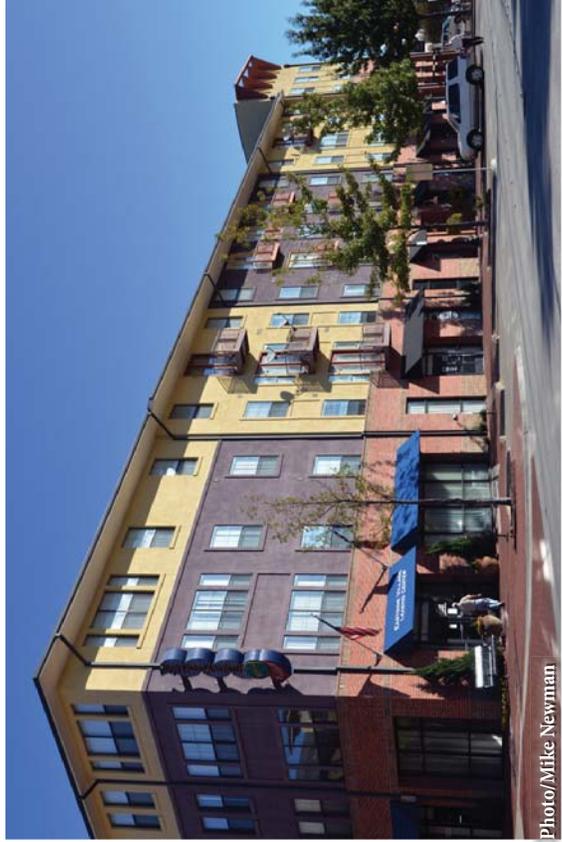
The initial Downtown Plano Transit Village Plan recommended adding 1,000 housing units within one-quarter mile of the rail station. To date, 463 apartments, 27 for-sale townhouses and 33 condominium units have been constructed, along with numerous single-family homes on infill lots in surrounding neighborhoods. Construction has started on more than 300 additional apartments and townhouses. Looking to the next 10 years, an additional 1,000 housing units should be built downtown, with potentially 1,000 more units within the Plano DART corridor. New housing should offer a wide range of options and prices.

**Incentives**

The City of Plano continues to provide a wide range of economic incentives and a favorable regulatory environment to stimulate redevelopment, infill, restoration and adaptive-reuse projects. All major projects are conducted through public-private partnership agreements.



© Gabriella Castagna Pruitt



Photo/Mike Newman



Variety of housing types is essential component of choice...



...as choice in transportation mode and route.



Plano’s incentive program are designed to give new life to old buildings.

## EXPANDING THE VISION

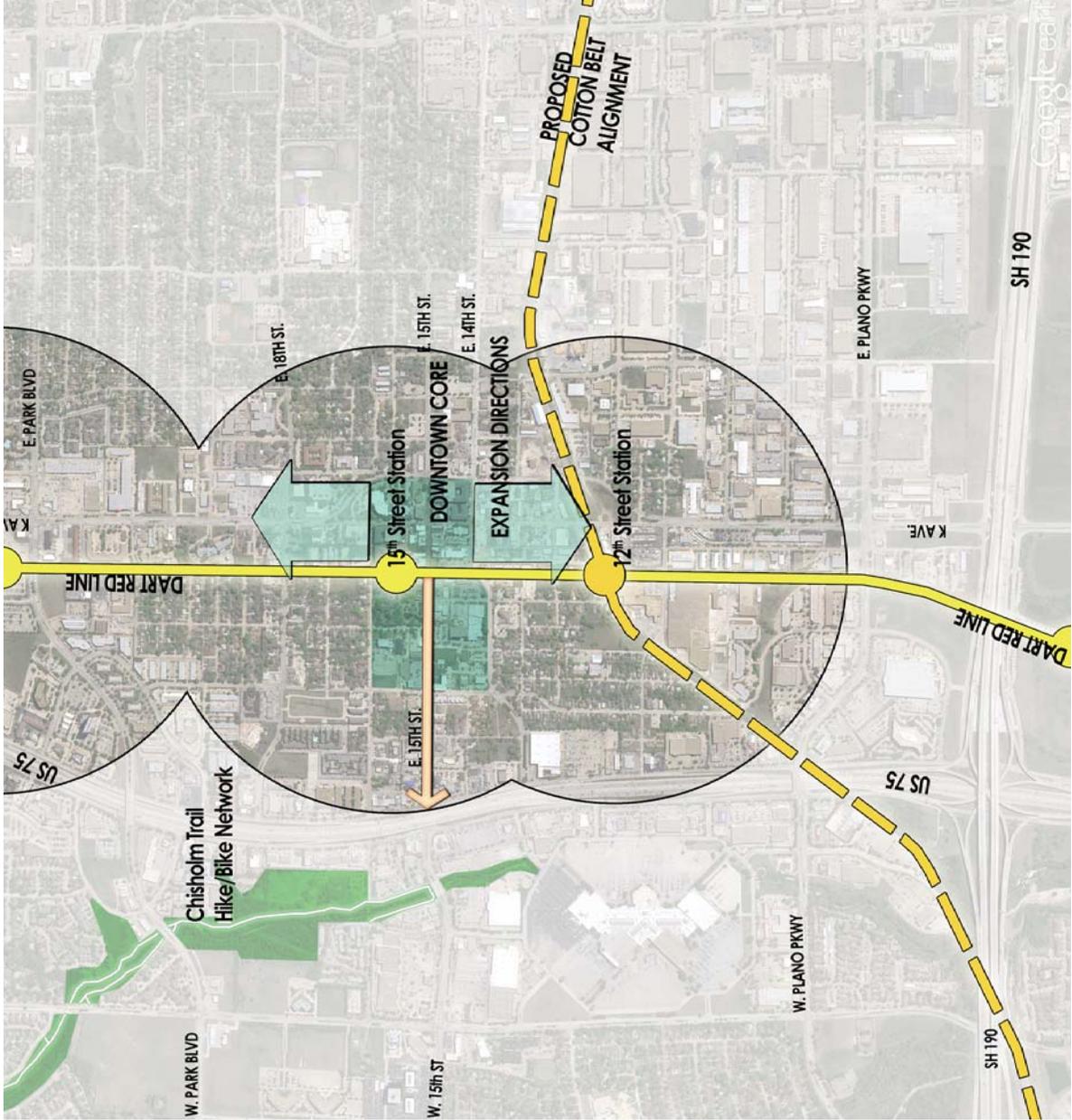
Strong developer interest in downtown and planned public improvements offer the opportunity for continuing downtown's success and expanding the vision for transit oriented development within the entire corridor. A summary of some of the major opportunities and needed initiatives follows.

### 15<sup>th</sup> Street Gateway

Downtown Plano is only one-half mile from U.S. 75, yet it remains physically and economically disconnected from the city's most heavily travelled commercial corridor.

Beginning in 2013, 15th Street west of G Avenue will be reconstructed to improve traffic operations, add a bike lane, relocate overhead utilities and greatly improve the streetscape. The plan is to also improve the underpass below U.S. 75 with a wider pedestrian walkway, better lighting and downtown-themed artwork.

The new 15th Street Gateway will connect downtown to the U.S. 75 corridor and attract new business to downtown. The improvements will also greatly enhance the sense of entry to existing and planned residential development located only blocks away.



Photo/Mike Newman

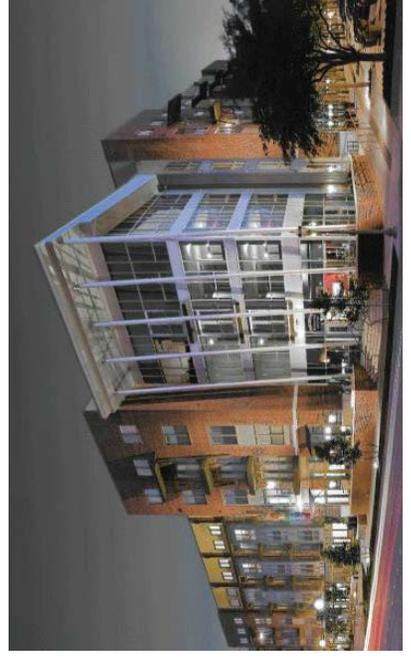
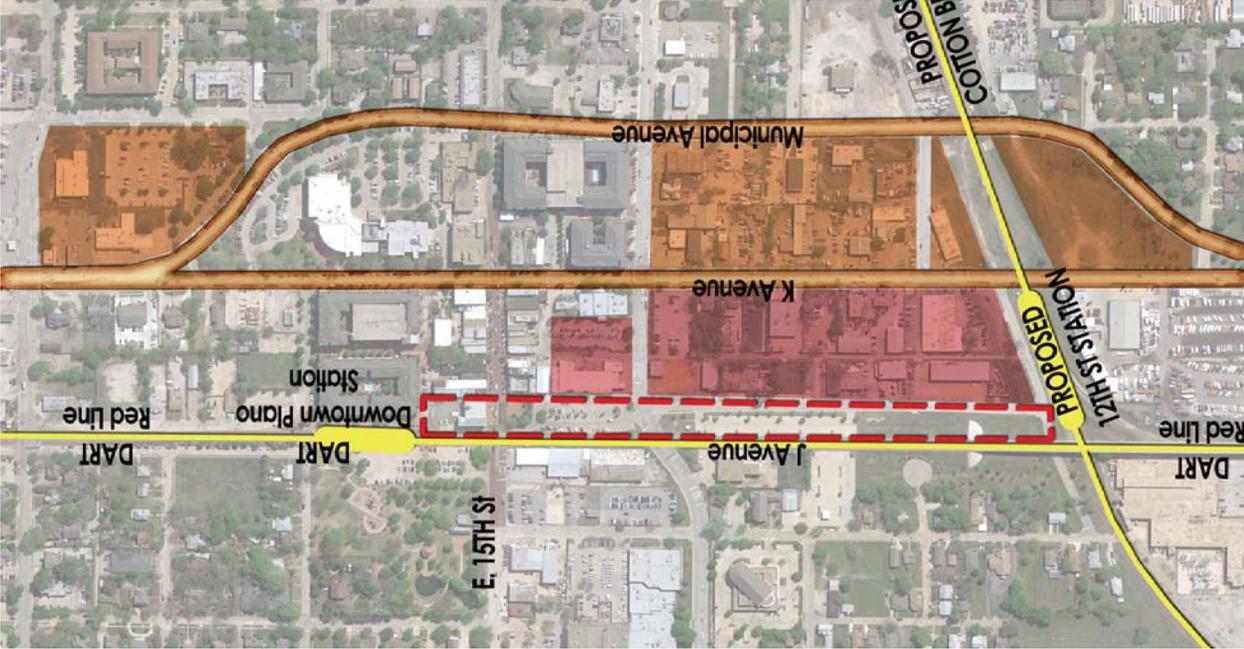
**Downtown Couplet**

K Avenue is the major arterial street running north-south through Downtown Plano. This heavily travelled route extends from McKinney to Dallas and is vital to downtown’s commercial success. Through downtown, K Avenue splits into a one-way couplet to reduce the impact on downtown properties and provide a more pedestrian-friendly environment. Initial downtown reinvestment focused on the historical core along 15th Street. Now interest is shifting to sites along the couplet. These sites are generally larger and have much greater exposure to regional traffic.

North Couplet - A major opportunity for northern expansion of downtown is the block north of the Municipal Center, which is mostly used for surface parking. The city hopes to partner with one or more developers to assemble, master plan and redevelop the property. This six-acre site is ideal for urban mixed-use development, with a significant non-residential component. Successful development of the site would likely lead to redevelopment of the shopping center at the northeast corner of 18th and K Avenue.

South Couplet - Couplet sites south of 14th Street also have great potential. The area is currently occupied with commercial and auto related uses. Land is subdivided into small lots and ownership is fragmented. This area has not caught the attention of developers. However, the recent completion of the Ice House (a four-story mixed use building) on 14th Street marks the start of the southern expansion of downtown to the planned 12th Street DART station. This area is well suited for small infill projects. The addition of public parking and assistance with street and utility improvements may well be the needed catalyst. Bold, more edgy architecture should be encouraged to give the area a distinctive character.

J Avenue - J Avenue parallels the couplet between K Avenue and the DART Red Line. Between 12th Street and 18th Street, J Avenue presents a special opportunity to create a pedestrian-oriented environment well suited for small scale mixed-use. Public parking and streetscape improvements are essential in this area as well. The grid street pattern could be improved by adding new mews streets between J and K Avenues, including 12th Place, 13th Street and 17th Street.



Planned Cotton Belt Line



**Cotton Belt Line**  
 DART's planned Cotton Belt Line will extend passenger rail from Fort Worth through Addison and North Dallas to Plano and provide an important link to Dallas-Fort Worth International Airport. The proposed station at 12th Street and K Avenue, where the Cotton Belt Line crosses the Red Line, is approximately 0.4 miles south of the core of Downtown Plano.

The new rail station will anchor the south side of downtown and act as a magnet for new development. This area offers many development opportunities and is well suited for infill projects, including townhomes, live/work space and small offices and studios.

There is sufficient land for the station platform. Approximately three acres are needed for parking. The city should immediately purchase and develop land for station parking. Even if the Cotton Belt rail line is not developed for many years, the added parking will help stimulate private development at the southern end of the couplet.

Proposed 12th Street Station Plan and Renderings



**Parker Road Station**

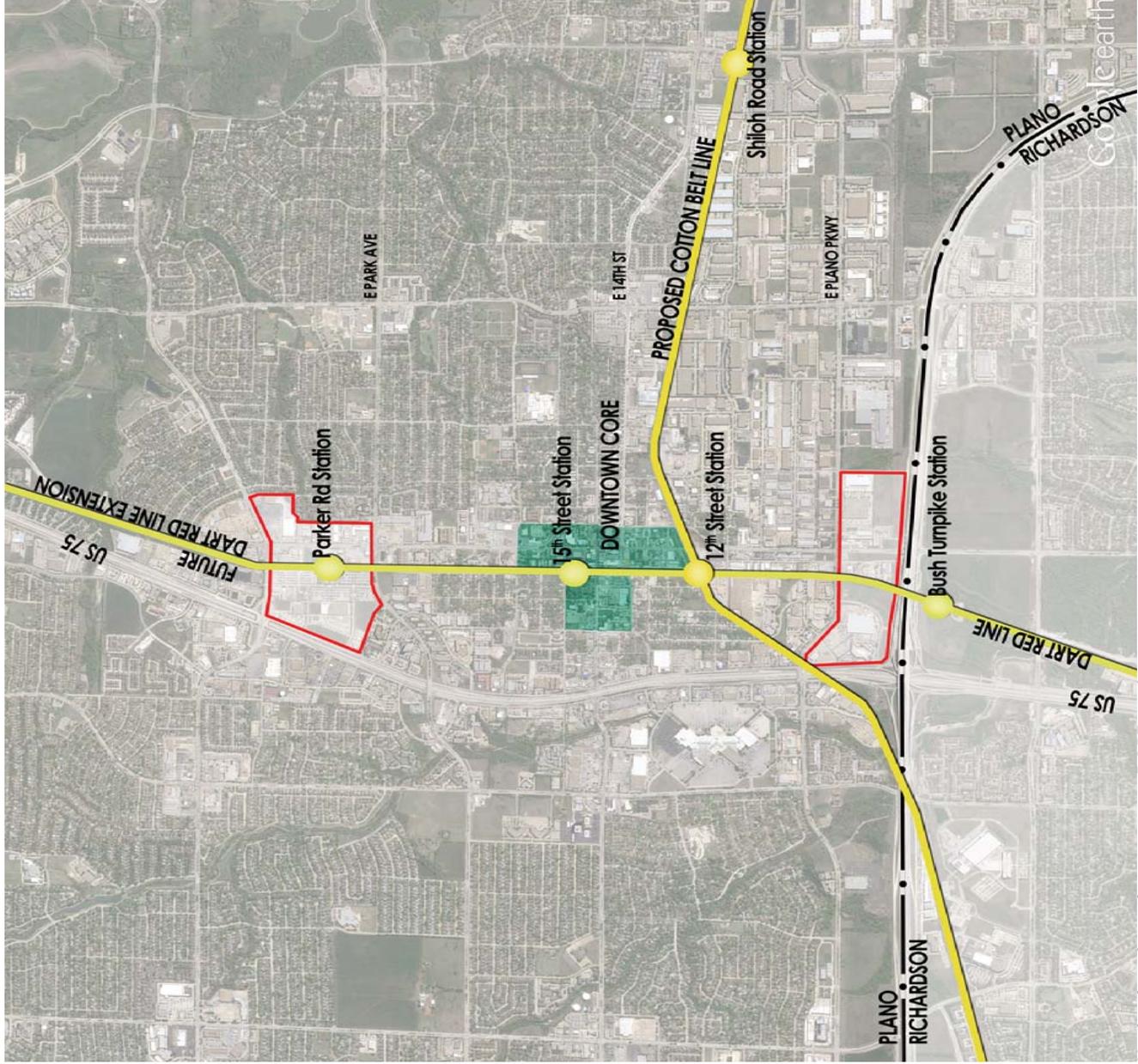
The DART Red Line ends at the Parker Road Station, approximately 1 mile north of downtown. The station has strong ridership with heavy parking demand. The best opportunity for transit-oriented development is at the southern end of the station along Park Boulevard. This area is well suited to a variety of uses including multi-family, office, medical, entertainment and retail. During the next 10 years, 8 to 15 acres in this area could be redeveloped. Streetscape improvements along K Avenue and development of a hike and bike trail to downtown would strengthen the northern K Avenue corridor.

**Bush Turnpike Station**

The Bush Turnpike Station serves both Richardson and Plano. While the platform is located in Richardson on the south side of the Bush Turnpike, it is within walking distance of vacant and underdeveloped property in Plano south of Plano Parkway. This area may be suitable to mixed-use development. Commercial uses may find market support from heavy commuter traffic. Successful residential use in this area will require imaginative design and amenities.



Opportunity exists around stations for development similar to the Eastside Village in Downtown Plano



Underdeveloped areas near DART stations

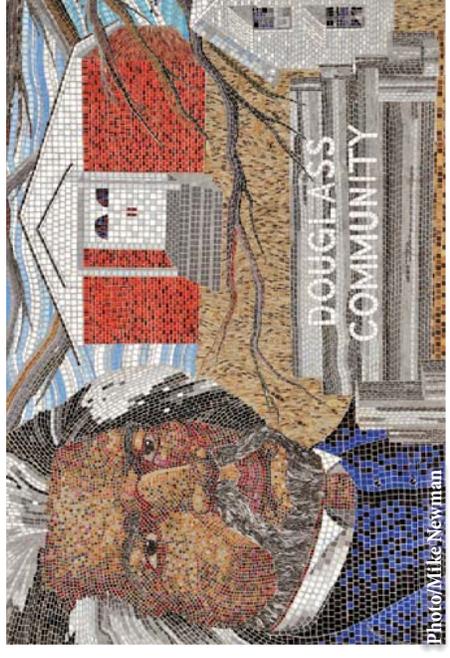
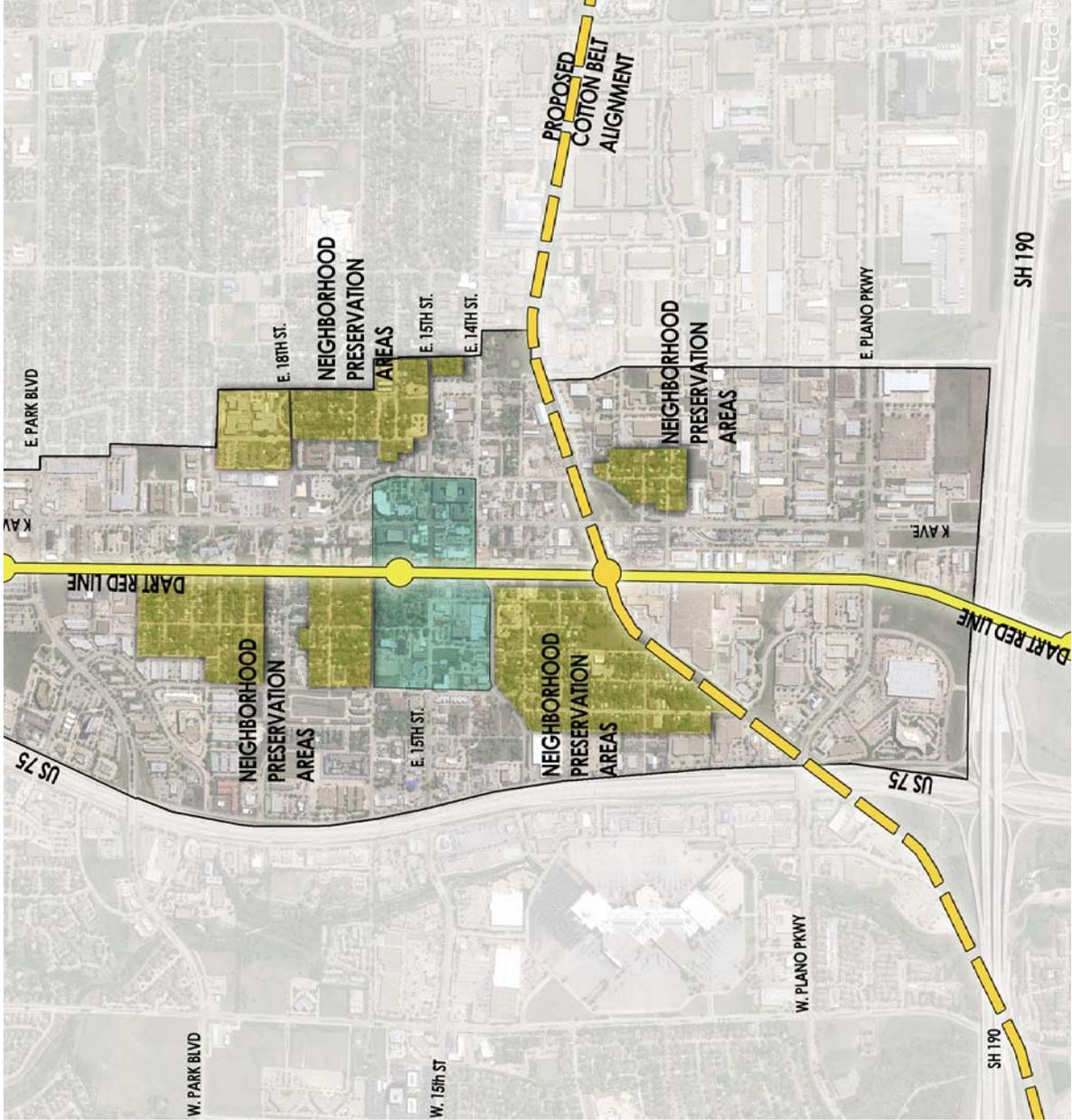
## GENERAL RECOMMENDATIONS

### Neighborhood Preservation

Several single-family neighborhoods are located in downtown and the larger DART corridor, including Douglass, Haggard Park, the Haggard Addition and Vendome. These neighborhoods contain a wide variety of architectural styles, house sizes and price points.

During the last 20 years, many homes have been restored and new housing constructed in this area. Nevertheless, the neighborhoods are fragile and continuing effort is needed to preserve, protect, and enhance them.

There are several older apartment complexes in the area. Some are well maintained, but others require major rehabilitation or demolition. More is needed than financial and technical assistance. Strengthening the neighborhoods also requires greater social interaction and organization of neighborhood residents to promote their common interests.



Photo/Mike Newman

**Pedestrian-Friendly Streets**

A combination of public infrastructure projects and private development has reshaped the streetscape of Downtown Plano. The signature brick sidewalks and street trees provide not only an improved pedestrian experience but serve to connect the area visually.

On-street parking calms traffic and provides a safe buffer for pedestrian comfort. Opportunities exist to extend this theme as the downtown area expands westward to U.S. 75 and along J and K Avenues.

The planned north-south hike and bike trail linking the four DART stations needs to be constructed. Pedestrian routes within neighborhoods need to be evaluated. Many areas lack sidewalks; however, constructing new walks may destroy landscaping and the character of the street.

**More Variety of Uses**

A complete neighborhood includes a broad mix of uses to meet the daily needs of its residents. This includes a variety of housing options, office, restaurants, retail, general apparel and household goods stores, personal services and public services and facilities.

Downtown and the DART corridor are very diverse, but further improvement can be made. Downtown and the surrounding area could benefit from a primary care medical clinic and a pharmacy. General apparel and household goods stores are needed downtown.

Additional office space near all the DART stations is encouraged. Downtown continues to be a magnet for artists and is home to the Courtyard Theater, Art Centre of Plano, and several art galleries and design studios.



Having a variety of building types, scales, and open spaces allows for a variety of uses as a locally derived response to opportunity

# Guiding Principles

A blue-tinted photograph of a group of people sitting on the floor in a circle, engaged in a discussion or meeting. The image is slightly out of focus and serves as a background for the text.

## DESIGN ELEMENTS

Building on the momentum of the last decade requires adherence to design principles that make sustainable, walkable, active urban centers and traditional livable neighborhoods. The following principles have been used in Plano and other successful communities.

### Urban Center

An urban center is the area of greatest density, social interaction and commerce. It is where people meet, conduct business, entertain and celebrate. The center is a place frequented by nearly all residents. It is a regional destination attracting visitors beyond the community without detracting from its local character.

### Mix of Uses

Mixing land uses results in a symbiotic relationship where the whole is greater than the sum of parts. Land use can be mixed horizontally or vertically. It is natural and desirable for sub-areas within the urban center to be either predominantly but not exclusively residential or non-residential. Urban mixed-use centers always have a commercial core, typically consisting of restaurants, entertainment uses and shops. Residential uses may be vertically integrated. The size of the commercial core should be a function of the market and not forced solely as a design consideration.

### Inclusive Housing

A strong urban center is for everyone. It can be a great place to visit, but not a great place to live unless it has many housing choices. Density and compact design are important, yet a variety of housing types and cost is essential to respond to a broad demographic profile. Universal design of ground floor units is strongly encouraged.

### Entry Corridors

The urban center must be accessible to a large market area. Entry corridors and major thorough streets must balance the need for accommodating traffic volume with the need to maintain a pedestrian-oriented environment. Public parking should be convenient, but never allowed to dominate the urban environment.

### Street Grid

A tight grid street pattern provides good vehicular and pedestrian movement in an urban center. Frequent intersections discourage high-speed vehicular traffic and improve pedestrian safety. Small blocks make walking easier and provide visual interest. The street grid pattern should be regular, but with occasional off-sets and irregularities to create visual interest and unique development sites. Streets should vary in width appropriate to their context. Large thoroughfares should be avoided as they detract from the pedestrian environment. The street grid must physically connect to adjacent neighborhoods to create a larger market and psychological shared bond.



Photo/Mike Newman



Pedestrian cut-throughs can ensure a flexible block structure and variety of experiences.



An example of parking converted into temporary public space

### Development Grain

The urban center should principally consist of a fine grain of narrow lots and multiple buildings, both attached and detached. A few larger anchor uses are desirable to generate activity, establish identity and appeal to a larger market area. However, large buildings are best located on the perimeter and lined with smaller users.



Regardless of size or use, good urban buildings interface directly with a safe, walkable public realm.

### Streets as Places

A street is more than a means of travel. It is also an outdoor room, a place for sharing time and spending time. A street is a common shared environment. It is the primary place where social and economic interaction occurs. The appearance of the street (including pavement, curbs, walks, and fixtures) sets the quality of the place. Streets should be designed to discourage high-speed traffic, thereby increasing safety for bicyclists, pedestrians and vehicle occupants alike.

### Streetscape

The design of streets, sidewalks, and associated fixtures, furniture and plantings create the pedestrian environment and provide the most unifying elements of an urban center. Development of a common vocabulary of materials and design is important, but each building should have opportunity to develop an individualized response to the street. Pedestrian comfort and safety is a priority, yet the streetscape must also create visual interest that makes an urban center walkable.



### Public/Private Realm

Buildings are designed to create a comfortable transition between the public and private realms. Windows, doors, porches, stoops and overhangs are ways to connect a building to the street and encourage social interaction and a sense of community. Buildings should interface directly with the street (generally a maximum setback of 15 to 20 feet behind the curb) to frame the street and connect public and private environments.

### Common Open Space

Urban centers should be relatively dense and compact. Common open space is preferred over private yards. A central open space is needed for community activities, leisure and celebrations. It should not be too large or it will separate the urban fabric. A few smaller open spaces should be located for relief and visual interest.

### Flexible Outdoor Space

Outdoor event space is important to activate urban development. Small plazas should be designed where they can be restful retreats or easily converted for events and entertainment. Even surface parking lots should be designed to support festivals, art shows, concerts and food truck courts. Streets, walks, plazas and parking lots are a part of the public realm as much as open space.



Park(ing) Day provides an example of flexible space in public realm

**Transportation Choice**

Walking is the lifeblood of the urban experience, but a variety of transportation options is essential to a successful urban center. Rail, bus, bike, foot and car should all be options available to meet specific needs. Cars must be accommodated, but never allowed to dominate the urban environment.

**Shared Parking**

Like open space, parking must be managed to maintain a compact development form conducive to pedestrian travel. The maximum amount of allowed parking should be controlled. Large buildings should be garage parked. Surface parking lots should be publicly owned and shared as open public parking. Surface parking lots should be considered as reserved future development sites. On-street parking is encouraged to reduce the need for parking lots and reduce the speed of vehicular traffic.

**Character & Authenticity**

Authentic places take on the personality of those within them. Urban centers that grow organically through multiple independent local business decisions and personal investments are more likely to develop a unique character and authenticity. Organic development faces greater coordination and financial challenges, but typically results in a more spontaneous and dynamic character. Sculpture, wall graphics and murals by local artists can add visual interest and personality to urban centers.



Photo/Mike Newman



Photo/Mike Newman



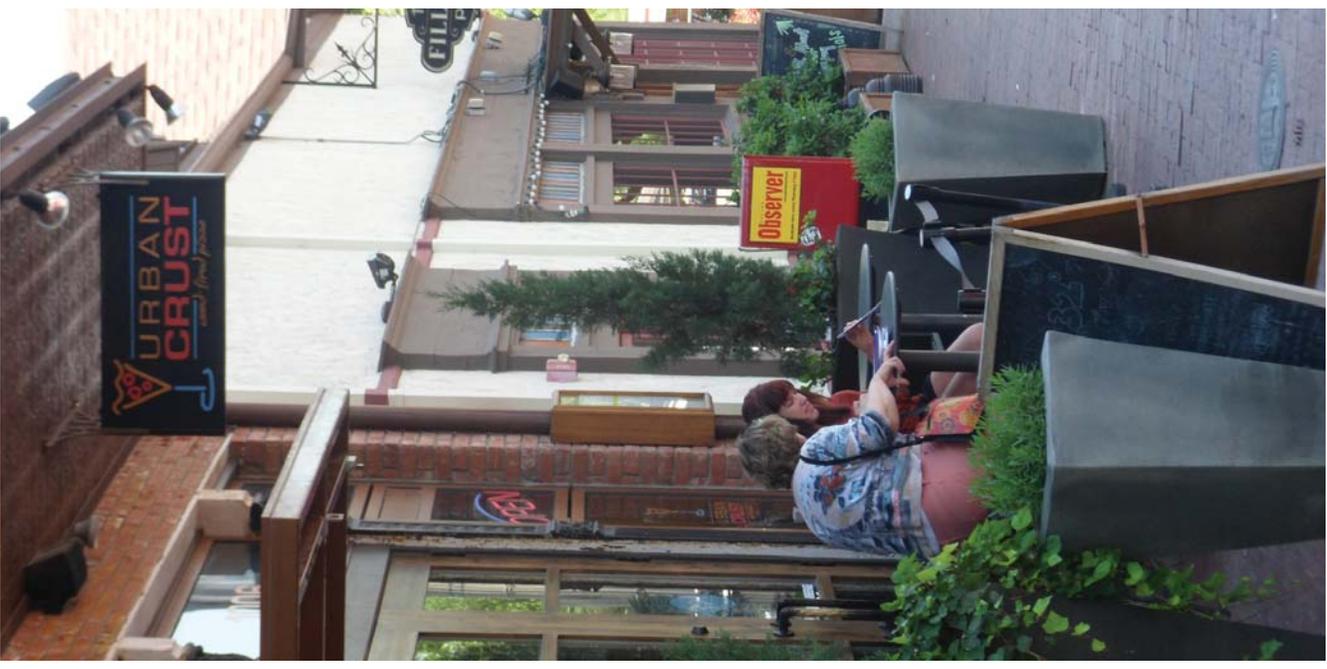
Seek opportunities for the unexpected, such as human-scaled, niche public spaces within developments.

## CONTINUING THE MOMENTUM

Only a decade after Downtown Plano's resurgence began, there are many success stories to tell. Residents of downtown and its surrounding neighborhoods populate the streets, visiting downtown shops and restaurants, taking children to the park and walking their dogs. A vibrant restaurant and nightlife scene attracts people from throughout the region. New investors and businesses have diversified the retail, service and office sectors. With economic recovery, new residential development is under way, adding to the street life and energy of the area. Downtown Plano has the critical mass necessary to sustain existing businesses and attract new ones.

### Goals for the Next 10 Years:

- Develop 1,000 units of housing within one-half mile of the Downtown Plano Station and a total of 2,000 units within the Plano DART rail corridor.
- Diversify non-residential use and develop or revitalize 150,000 square feet of non-residential space within one-half mile of the Downtown Plano Station and a total of 500,000 square feet of non-residential space within the DART rail corridor.
- Use redevelopment opportunities to remove blighted and underperforming commercial buildings.
- Improve streets, trails and sidewalks to create a pedestrian-friendly environment and better connections among neighborhoods, mixed-use centers and transit stations.
- Improve the physical condition and economic vitality of neighborhoods within the DART rail corridor.
- Continue the economic and tax base growth required to provide public improvements, services and reinvestment incentives.



Photo/Mike Newman

Photo/Mike Newman

## RECOMMENDED ACTIONS

To build on the original strategies that have been key to Downtown Plano's successful rebirth, several actions are recommended during the next 10 years:

- 15th Street Gateway – Reconstruct 15th Street from G Avenue to U.S. 75, adding a bike lane, streetscaping, and relocating overhead utilities. \$4.3 million. Funded.
- Improve the U.S. 75/15th Street overpass, add lighting and artwork noting Downtown Plano. Estimated Cost -- \$500,000. Funded.
- 18th Street Improvements – Reconstruct portions of 18th Street east and west of G Avenue to realign lanes and remove the median strip. Estimated Cost -- \$1.2 million; part of larger reconstruction project. Funded.
- 14th Street Reconstruction – Rebuild 14th Street from F Avenue to U.S. 75 and add sidewalks and street lighting. Estimated Cost -- \$300,000. Funded.
- McCall Plaza – Modify and repair the McCall Plaza to improve the DART pedestrian crossing, remove the water wall, re-landscape, replace cap stones and create a stage for entertainment events. Estimated Cost – \$1.5 million. Funded.
- 12th Street Station – Secure designation of the proposed 12th Street Cotton Belt/ Red Line Station. Purchase and develop three acres of land for parking for use by commuters and area businesses. Estimated purchase price-- \$1 million to \$1.5 million. Funded.
- Transit Village Veloweb – Construct the planned hike and bike trail connecting the four DART stations. Add bike racks and lockers at rail stations and other activity nodes. Includes sidewalk, street trees and ornamental street lights along J Avenue from 12th Street to 18th Street. Estimated Cost -- \$4.0 million. Partially funded.



- Municipal Center South Redevelopment – Relocate the Parks and Recreation Department and redevelop the site, including other non-historical properties within the block as a mixed-use project. A large public parking garage would be a part of the project. Estimated cost -- \$2 million for parking improvements. Does not include relocation of staff. Funded.



- 18th and K Redevelopment – Assemble and redevelop the block located at the southeast corner of 18th Street and K Avenue as a master planned mixed-use development. This project would include a large parking garage devoted to public parking and municipal use. Estimated Cost -- \$1.5 million, primarily for land acquisition. Funded.

- Parker Road Station – Continue to pursue urban mixed-use development at the Parker Road Station. Efforts should focus on city and county-owned property along Park Boulevard. Estimated Cost -- \$2.6 million, including land acquisition and perimeter improvements. Funded.



- Downtown Business Government Zoning District – Modify and expand the Downtown Business Government district to include the 12th Street Station and south couplet corridor. Estimated Cost – staff time.

- Public Improvement District – Establish a public improvement district for the management, maintenance and promotion of downtown. Estimated Cost -- staff time to establish district.

- Neighborhood Empowerment Zone - Expand Neighborhood Empowerment Zone #1 to apply to the 12th Street Station area and the Vendome and Haggard Additions. Add incentives to attract uses including offices, primary medical services, lodging, and artist studios and galleries. Estimated Cost -- \$100,000 in waived fees over a 10-year period.



- TIF District – Expand the duration of TIF District 2 beyond 2014, but eliminating the participation of the Plano Independent School District, as required by law. Estimated Cost – \$500,000 annual property tax contribution by the City.

# Implementation



## IMPLEMENTATION & FUNDING



Downtown development is being spurred by a variety of incentives provided by the City of Plano. Many of the projects conducted during the last decade resulted from public/private partnerships tailored to the specific needs of each project.

The city continues to amend development regulations to achieve good design and sound development economics, while protecting downtown's historical and architectural character. The city expedites plan review and inspections to keep projects on schedule.

In addition to these incentives, the city has created many programs, described below, to further encourage development downtown and in the surrounding neighborhoods:

**Tax Increment Financing:** In 1999, the City of Plano, the Plano Independent School District, Collin County and Collin College created a tax increment finance (TIF) district to encourage economic reinvestment along the DART rail corridor. As authorized by Chapter 311 of the Tax Code, a TIF receives funding through ad valorem taxes derived from the growth of the total appraised value of property within the district occurring after the district is established.

TIF funds can be spent for infrastructure, facilities and land within the district to facilitate economic reinvestment. State law also grants municipalities broader development powers within a TIF district.

TIF #2 extends along the DART rail corridor from the southern city limit to approximately one-half mile north of Parker Road. At the time the TIF was created, the total appraised value of property within the district was \$313 million. Today, the total appraised value has grown to over \$459 million, yielding \$31 million in revenue to date.

Thus far, projects (including the Courtyard Theater and Cox Building rehabilitation) specified for TIF funding have created a funding obligation of \$12 million. The total revenue generated during the district's 15-year life (which expires in 2014) should exceed \$20 million.

**380 Agreements:** Chapter 380 of the Local Government Code gives municipalities authority to make grants and loans of funds or services to further economic development. This authority, combined with that associated with tax increment financing, is the basis for most public/private partnership development agreements.



**Neighborhood Empowerment Zone:** Authorized under Chapter 378 of the Local Government Code, the City of Plano created Neighborhood Empowerment Zone #1 in August 1999, which includes downtown and the surrounding neighborhoods. Among the powers granted by the law, cities may waive development fees within an empowerment zone to stimulate economic development, including the production and rehabilitation of affordable housing. Plano's empowerment zone waives all development-related fees for construction, remodeling and rehabilitation of commercial buildings and single-family housing. Fees are also waived for the rehabilitation of multi-family units, provided the cost of work is greater than \$8,000 per unit. The neighborhood park fee is waived for new multi-family construction. As of June 2012, \$726,930 in fees have been waived, resulting from construction valued at \$72,446,398.

**Historic Preservation Tax Exemptions:** Under the authority of Chapter 11.24 of the Tax Code, properties designated as a heritage resource by the city are eligible to receive a property tax exemption to encourage proper restoration and maintenance. The size of the exemption ranges from 38 percent to 100 percent of the structure's value based on the use of the property and its historical significance. All four governmental entities that levy a property tax in Plano participate in the program. Designated properties are reviewed annually to ensure they are properly maintained and qualified to continue receiving the exemption. In addition to designating individual properties, Plano has established two heritage districts – downtown and the adjacent Haggard Park neighborhood.

**Fire Sprinkler Program:** Fire protection of Downtown Plano has been a long-standing concern. Downtown was repeatedly destroyed by fire in the 1890s. Today, only a few buildings in the historic commercial core have fire sprinklers. The Fire Department is working with downtown merchants and building owners to reduce risk and install a shared fire sprinkler system. As an incentive, the city will pay the cost of extending water lines and installing fire valves and risers to serve building groups. The merchants will pay the cost of internal service lines and sprinkler heads.

**Regulatory Incentives:** A number of regulatory incentives have been adopted to accommodate development and reduce cost. No existing building is required to provide parking regardless of occupancy. Up to 4,500 square feet of building area may be added to a designated historic building without providing parking. New buildings are required to provide parking, but at a much lower rate than required elsewhere in the city.

The Planning & Zoning Commission may also decrease the amount of required parking by giving credit for nearby public parking. Buildings may cover 100% of the lot and may be four stories in height. Live/work units are permitted on the ground floor of buildings. Building stoops, awnings, balconies and signs are permitted to extend into the street right-of-way. Where sidewalks are sufficiently wide, the city permits outside dining under a license agreement with the restaurant. The 2009 International Building Code for Existing Buildings is used for regulating restoration and remodeling of historic commercial buildings.



Photo/Mike Newman



Photo/Mike Newman



## SUMMARY

Downtown Plano and the DART rail corridor are redefining Plano's future. As the region's population grows to more than 9 million during the next 20 years and Plano matures, greater emphasis will be placed on redevelopment and creation of mixed-use urban development. Downtown and the DART rail corridor remain full of opportunities to demonstrate how density, diversity and design can stimulate reinvestment while improving the quality of life and sense of community.

Additional Information: Contact the City of Plano Planning Department at 972-941-7151

### Websites:

[www.plano.gov](http://www.plano.gov)

[www.dart.org/travelagent/darttravelagent.asp?zeon=travelagentliving#DowntownPlano](http://www.dart.org/travelagent/darttravelagent.asp?zeon=travelagentliving#DowntownPlano)

[www.eastsidevillage.com](http://www.eastsidevillage.com)

[www.planoplanning.org](http://www.planoplanning.org)

[www.developmentexcellence.com/awards/overview.asp](http://www.developmentexcellence.com/awards/overview.asp)

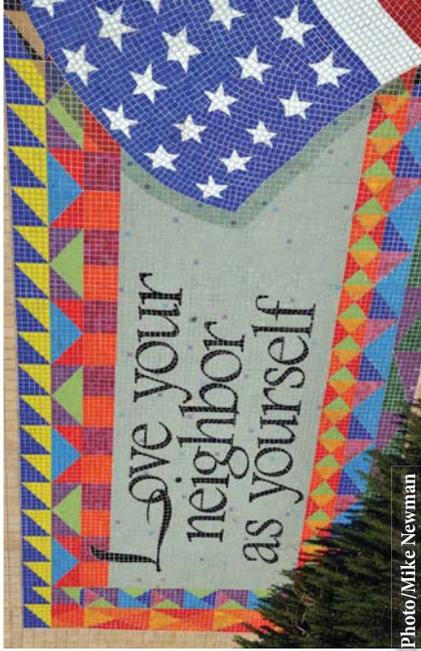
[www.visitdowntownplano.com](http://www.visitdowntownplano.com)

[www.planotexas.org](http://www.planotexas.org)

[www.plano.gov/Departments/Planning/mapsgisdemographics/Pages/default.aspx](http://www.plano.gov/Departments/Planning/mapsgisdemographics/Pages/default.aspx)



Photo/Mike Newman



Photo/Mike Newman



Photo/Mike Newman

# Appendix



**Eastside Village I Project Profile**

**Location:** NW corner of 15th Pl. & K Ave.  
**Site size:** 3.6 Acres  
**Gross building area:** 245,000 Square Feet  
**Building height:** 3- and 4-stories  
**Construction classification:** 1997 UBC Group R-1 & M, Type V-1 Hour  
**Building materials:** Frame construction, brick veneer, stucco and hardy board  
**Number of dwelling units:** 33 efficiencies, 118 one bedroom, 83 two bedroom  
**Non-residential space:** 15,000 Square Feet  
**Parking:** 351 garage spaces, 47 surface spaces  
**City of Plano construction cost:** \$2,000,000 (\$1,030,098 credited against land transferred by DART to Plano.)  
**Amicus construction cost:** \$15,720,000 total; \$13,100,000 hard cost.

**Project architect:** Womack & Hampton Architects, LLC  
 4311 Oak Lawn, Suite 50  
 Dallas, TX 75229  
 214-252-9000

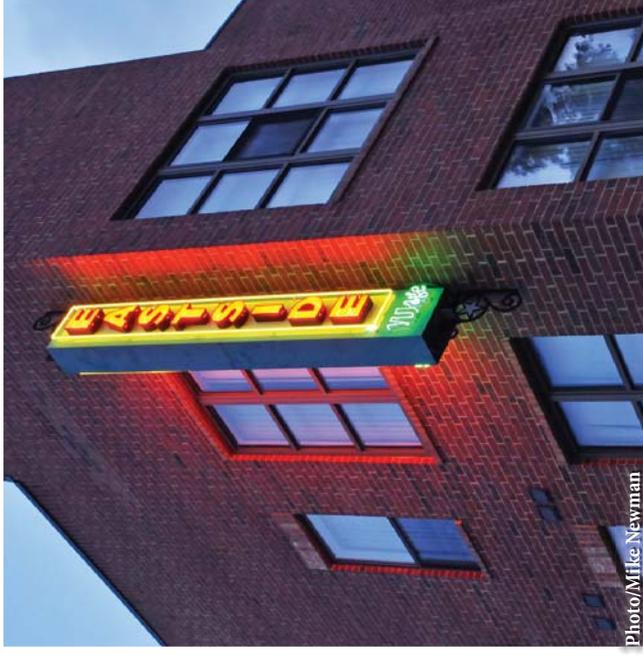
**Civil engineer:** Huitt-Zollars, Inc  
 1717 McKinney Avenue, Suite 1400  
 Dallas, TX 75202  
 214-871-3311

**Landscape architect:** Huitt-Zollars, Inc.  
 1717 McKinney Avenue, Suite 1400  
 Dallas, TX 75202  
 214-871-3311

**Developer:** Amicus Partners, Limited  
 8343 Douglas Avenue, Suite 360  
 Dallas, TX 75225  
 214-635-4723

**Public concessions and incentives:** The City of Plano assembled the site, cleared improvements and abated environmental contamination. The site was leased to the developer for 70 years, with three 10-year renewal options. Annual base rent (\$0.60/sq. ft.) was discounted in the first and second year of the lease to 25% and 50%. After the third lease year (base year), the ground lease is adjusted based on the net operating income generated by the development. The City assumed responsibility for the construction of off-site infrastructure serving the development. Development fees paid to the city were credited against the ground lease rent during the first and second years. The neighborhood park fee was waived.

**Property tax:** 1998 tax valuation \$1,102,211. 2011 tax valuation \$16,048,099.



**Eastside Village II Project Profile**

**Location:** NE corner 14th St. & K Ave.  
**Site size:** 3.1 Acres  
**Gross building area:** 245,000  
**Building height:** 3 and 4-stories  
**Construction classification:** 2000 IBC Group R-2 & M, Type V-A  
**Building materials:** Frame construction, brick veneer, stucco and hardy board  
**Number of dwelling units:** 38 efficiencies, 137 one bedrooms, 54 two bedrooms  
**Non-residential space:** 25,000 Square Feet  
**Parking:** 419 garage spaces, 33 surface spaces  
**City of Plano construction cost:** \$800,000 reimbursement allowance  
**Amicus construction cost:** \$17,830,000 total; &15,100,000 hard cost



**Project architect:** RTKL Associates, Inc.  
 1717 Pacific Avenue  
 Dallas, TX 75201  
 214-871-8877

**Civil engineer:** Huitt-Zollars, Inc.  
 1717 McKinney Ave., Suite 1400  
 Dallas, TX 75204  
 214-871-3311

**Landscape architect:** RTKL Associates, Inc.  
 1717 Pacific Avenue  
 Dallas, TX 75201  
 214-871-8877

**Developer:** Amicus Partners, Limited  
 8343 Douglas Ave., Suite 360  
 Dallas, TX 75001  
 214-635-4723



**Public concessions and incentives:** The City of Plano deeded 1.1 acres to Amicus in exchange for 100 garage parking spaces (in addition to those required by code). The right to the parking is secured by easement. The city is providing an allowance of \$800,000 for the construction of public infrastructure to serve the development. The neighborhood park fee was waived.

**Property tax:** 1999 tax valuation \$979,328. 2011 tax valuation \$17,423,092.

**Plano Courtyard Theater Profile**

**Location:** NW corner of 16th St. & H Ave.  
**Site size:** 1.063 Acres  
**Gross building area:** 20,000+ Square Feet  
**Building height:** 33 feet  
**Building materials:** Brick and cast stone  
**Parking:** 200  
**Construction cost:** \$6+M  
**Description:** The Plano Courtyard Theater is being created through the adaptive reuse of the Cox High School Gymnasium, located on Avenue H across from Haggard Park. Constructed in 1938 under the Works Progress Administration, the building is Plano's second oldest public structure. The 326-seat theater is a flexible venue well suited to a variety of theatrical, musical and other artistic performances. The theater can be set in several configurations, including end stage, thrust stage and arena. The "courtyard" name refers to the manner in which the balcony surrounds the floor seating and engages the stage to create an intimate environment. Moveable panels allow the room to be acoustically tuned to the needs of the performance. Approximately 20,000 square feet in size, the theater includes large lobbies and ample space for technical and administrative functions.



- Original Architect:** Hoke Smith
- Project Architect:** Hardy Holzman Pfeiffer Associates  
902 Broadway, 11th Floor  
New York, NY 10010 212-677-6030
- Theater Consultant:** Theatre Projects Consultants  
25 Elizabeth Street  
South Norwalk, CT 06854 203-299-0830
- Acoustician:** Jaffe-Holden Acoustics, Inc.  
114A Washington Street  
Norwalk, CT 06854 203-838-4167
- General Contractor:** Joe Funk Construction Engineers, Inc.  
11226 Indian Trail  
Dallas, TX 75229 972-243-7141

**Financing:** The City of Plano leased the building and site from the Plano Independent School District for 60 years in exchange for the district's use of the theater for 10 days annually. The main source of funding is \$4.6 million from a tax increment finance district. Other funding has been provided through the city's general fund, hotel/motel tax and private gifts.

**15th Street Village Profile**

**Location:** SE & SW Corners of 15th St. & G Ave.  
**Site Size:** 4 Acres  
**Number of Dwellings:** 34 Townhomes and 90 Condominiums  
**Building Height:** 2-Story Townhomes and 3-Story Condominiums over 1 Level Garage  
**Unit Size:** 1,700 to 2,100 Square-Foot Townhomes and 900 to 1,100 Square-Foot Condominiums  
**Projected Sales Price:** \$250-300K Townhomes and \$150-200K Condominiums

**Project architect:** Graphics Design Group  
 3615 N. Hall Street  
 Dallas, TX 75219  
 214-520-8800

**Civil engineer:** Helmsberger & Assoc.  
 1525 Bozman Road  
 Wylie, TX 75098  
 972-442-7459

**Contractor:** Diversified Construction Services  
 10625 North County Road  
 Frisco, TX 75034  
 972-668-9354

**Developer:** OakPath LLC

**Public Concessions and Incentives:** City of Plano provided a 2-year option to purchase approximately 1 acre of land at \$11 per square foot subject to the developer acquiring all other property required for the project, obtaining zoning and plan approvals and substantially completing 50 dwelling units. The city also provided a reimbursement allowance of \$100,000 for public infrastructure and \$24,000 cost participation in shared use on-street parking. The city will waive most development fees associated with the project.



**Lexington Park Profile**

**Location:** West Side of G Ave. from 16th Street to 18th Street  
**Site Size:** 6.325 Acres  
**Number of Units:** 98 Luxury Townhomes Residences  
**Unit Size:** 1681 to 2400+ Square Feet  
**Sales Price:** \$269,000 to the High \$400s / Custom Program Available

**Project Architect:** Hamilton <> Atelier  
 Dallas, Texas 214-520-1500

**Civil Engineer:** Kadleck & Associates  
 Dallas, Texas 972-702-0771

**Contractor:** Lexington Luxury Builders, LLC  
 Dallas, Texas

**Developer:** Lexington Residential Development LP  
 Dallas, Texas

**Public Concessions and Incentives:** City of Plano sold the site to the developer at \$3.41 per square foot. The city also provided a reimbursement allowance of \$1,000,000 for public infrastructure and \$438,000 for participation in off site drainage improvements. The city waived most development fees associated with the project.



**Mendenhall Elementary School/  
Employee Child Care Center II**

**Location:** 1330 19th Street  
**Site Size:** 8.85 Acres  
**Gross building area:** 76,819 Square Feet  
**Building height:** 1 story  
**Building materials:** Steel frame with brick veneer  
**Parking:** 115 Spaces  
**Construction Cost:** \$11.5 million  
**Construction Completed:** August 2011

**Project Architect:** VLK Architects  
2821 W. 7th Street, Suite 300  
Fort Worth, TX 76107  
217-633-1600

**Civil Engineer:** RLK Engineering, Inc.  
111 W. Main Street  
Allen, TX 75013  
972-359-1733

**Landscape Architect:** Ramsey Landscape Architects, Inc.  
11914 Wishing Well Court  
Frisco, TX  
972-335-0889

**Developer:** Plano Independent School District  
Planning/Construction  
6600 Alma Drive, Suite E  
Plano, TX 75023  
469-752-1480

**Public concessions and incentives:** The Plano Independent School District (PISD) constructed a new building to replace the existing 1950s elementary school and converted part of the existing structure into a second child care facility for district employees. \$11.5 million in funding was provided by Tax Increment Finance District #2. The city also waived plan and permit fees for the new construction.



### 15th and I Profile

**Location:**

Southeast corner of 15th Street and I Ave.

**Lot Size:** 3.1 Acres

**Number of Units:** 280

**Retail Space:** 15,000 Square Feet

**Unit Size:** 870 SF Average

**Construction Cost:** \$32,000,000+

**Developer:**

Southern Land, LLC 615-778-3150  
1550 McEwen Drive, Suite 200  
Franklin, TN 37067

**Project Design Team:**

Southern Land Internal Design Services

**Project Commencement:** 2012

**Public Concessions and Incentives:** The City of Plano is granting 1.6 acres of land in exchange for 100 garage parking space dedicated to the city for its exclusive use. In addition the City is reimbursing the developer \$1.7 million for perimeter streetscape improvements, including \$900,000 for a pedestrian walkway adjoining the DART rail line. DART is providing the City of Plano an easement within its right-of-way for the pedestrian walkway. Because of its TOD benefit, the North Central Council of Government is crediting the City of Plano \$900,000 toward local funding matching requirements of future road projects.



**City of Plano Planning Department**  
1520 K Avenue, Suite 250  
Plano, TX 75074  
972-941-7151  
www.planoplanning.org

**City of Plano Building Inspections Department**  
1520 K Avenue, Suite 140  
Plano, TX 75074  
972-941-7140  
www.plano.gov

**City of Plano Economic Development**  
5601 Granite Parkway, Suite 310  
Plano, TX 75024  
972-208-8300  
www.planotexas.org

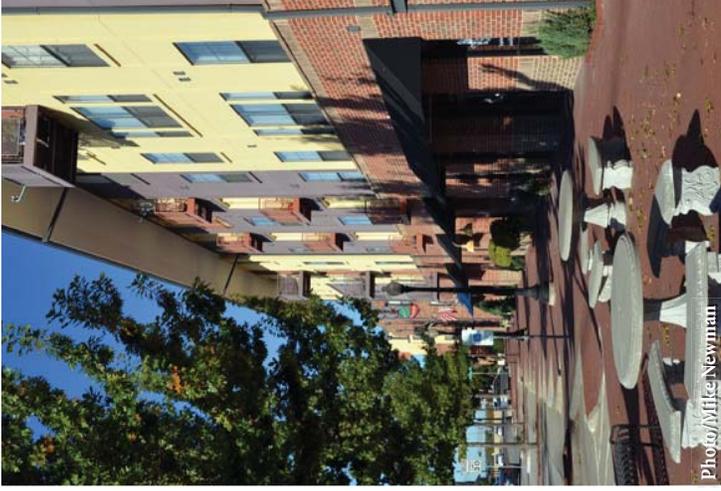
**Dallas Area Rapid Transit**  
1401 Pacific Avenue  
Dallas, TX 75202  
214-749-3278  
www.dart.org

**North Central Texas Council of Governments**  
616 Six Flags Drive  
Arlington, TX 76005  
817-640-3300  
www.nctcog.org

**Historic Downtown Plano Association**  
PO Box 860841  
Plano, TX 75086-0841  
214-674-3225  
www.visitdowntownplano.com



Photo/Mike Newman



Photo/Mike Newman



Photo/Mike Newman



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2012 Population -- 261,900

Percentage of Adults with Bachelor's Degrees or Higher -- 55%

Median Household Income -- \$83, 239

Median Home Price -- \$215,500

**Major Corporate Presence**

- JCPenney
- HP
- Encana
- Alcatel-Lucent
- Cinemark Holdings
- Capital One
- Dell Services
- Raytheon
- Frito-Lay
- Denbury Resources
- Dr. Pepper-Scapple Group
- Alliance Data Systems
- Rent-A-Center
- Ericsson
- Cigna
- Pepsi-Co

Mayor-Council-City Manager Form of Government

AAA City Bond Rating



Photo/Mike Newman

**Local Economic Development Incentives:**

- Cash Grants
- Tax Abatements
- Freeport Exemption
- Tax Increment Finance District

**City of Plano**

2000 Census Total Population  
2011 Total Population Estimate

259,841  
261,350

**Household Income Distribution**

Under \$25,000  
\$25,000 to \$49,999  
\$50,000 to \$74,999  
\$75,000 to \$99,999  
\$100,000 to \$149,000  
Over \$150,000

13.0%  
17.1%  
17.9%  
13.3%  
17.9%  
20.8%

**3-Mile Radius of Downtown Plano**  
(Source 2010 Census and 2010 ACS Attributes)

**Median Age**

37.2

**Total Population**

89,675

**Race and Ethnicity**

Hispanic  
Non-Hispanic  
  
African American or Black  
American Indian/Alaska Native  
Asian  
Native Hawaiian/Other Pacific  
Islander  
Some Other Race  
White

14.7%  
85.3%  
7.4%  
0.3%  
16.8%  
0.0%  
0.2%  
58.4%

**Race and Ethnicity**

Hispanic  
Non-Hispanic  
African American or Black  
American Indian/Alaska Native  
Asian  
Native Hawaiian/Other Pacific  
Islander  
Some other Race  
White, Non-Hispanic

25.8%  
74.2%  
8.7%  
0.6%  
7.9%  
0.1%  
10.3%  
55.5%

Foreign Born

24.5%

**Educational Attainment**

No High School Diploma  
High School Diploma/GED  
Some College, No Degree  
Associates Degree  
Bachelor's Degree  
Graduate/Professional Degree

6.7%  
14.3%  
18.0%  
7.2%  
34.0%  
19.7%

**Educational Attainment**

No high school diploma  
High School Diploma and Higher  
Bachelor's Degree or higher

15.2%  
84.8%  
39.3%

**Planning Department**

<http://www.plano.gov/Departments/Planning/magsisdemographics/Pages/default.aspx>

**Plano Economic Development**

<http://www.planotexas.org/Live---Work-in-Plano.aspx>

**Household Income Distribution**

Under \$25,000  
\$25,000 to \$49,999  
\$50,000 to \$74,999  
\$75,000 to \$99,999  
\$100,000 to \$149,000  
Over \$150,000

14.4%  
21.8%  
18.9%  
15.9%  
17.2%  
11.7%

**SPECIAL THANKS TO:**

PATRICK KENNEDY, AICP CNU, SPACE BETWEEN DESIGN STUDIO – COLLABORATION AND GRAPHIC DESIGN

MIKE NEWMAN, WISHBONE GRAPHICS, INC. -- PHOTOGRAPHS

GABY PRUITT, GABY PRUITT PHOTOGRAPY – PHOTOGRAPHS

DALLAS AREA RAPID TRANSIT

HISTORIC DOWNTOWN PLANO ASSOCIATION

NORTH TEXAS DISTRICT COUNCIL OF THE URBAN LAND INSTITUTE

RESIDENTS OF DOUGLASS, OLD TOWNE, HAGGARD PARK, HAGGARD ADDITION AND VENDOME NEIGHBORHOODS



# 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:		May 12, 2014			
Department:		Government Relations			
Department Head		Mark Israelson			
Agenda Coordinator (include phone #): <b>Nancy Rodriguez x7510</b>					
<b>CAPTION</b>					
<p>An Ordinance of the City of Plano, Texas, granting to CoServ Gas, Ltd., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the City of Plano, Collin and Denton Counties, Texas, for the transporting, delivery, sale, and distribution of gas in and out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; providing a severability clause, and an effective date.</p>					
FIRST READING					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14 through 2022- 23, with option of 2023-24 to 2028-29</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>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    GENERAL FUND</b>					
<p><b>COMMENTS:</b> Gas Franchise Fee Revenues are included annually in the General Fund Budget. The current gas CoServ Gas franchise fee rate of 4% was effective October 1, 2009. This item increases the franchise fee rate from 4% to 5% effective January 1, 2014, and also changes from annual payments to quarterly payments. The new agreement will generate estimated additional revenue of \$18,075 per calendar year, based on the actual CoServ Gas franchise payment for calendar year 2013. The franchise fee payment amount varies from year to year based on actual natural gas consumption volume.</p> <p><b>STRATEGIC PLAN GOAL:</b> The periodic review and change of franchise fee agreements relates to the City's Goal of Financially Strong city with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>This Ordinance establishes a franchise with CoServ Gas to furnish and supply gas to the general public in the City of Plano, Texas. This Ordinance replaces Ordinance No. 98-9-32 which expired on November 23, 2012.</p>					



# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Memo, Agenda Item, Ordinance		Other Departments, Boards, Commissions or Agencies



# Memorandum

**Date:** May 12, 2014

**To:** City Council

**Through:** Bruce D. Glasscock, City Manager

**From:** Mark Israelson, Director of Office of Policy and Government Relations

**Subject:** Ordinance Establishing Franchise Agreement with CoServ Gas

The City of Plano and CoServ Gas have come to an agreement to establish a new Franchise Agreement to replace Ordinance No. 98-9-32 which expired on November 23, 2012. While the franchise expired years ago, and negotiations have been ongoing, both CoServ has and the City of Plano have been operating as if the franchise were still in place with the City of Plano receiving the annual franchise fee payment in 2013 and 2014.

The new Franchise Agreement will provide:

- Term:** Initial term of ten (10) years, with one additional five year term upon agreement of the City of Plano and CoServ
- Payment:** The City of Plano will now receive a five percent (5%) franchise fee based on gross revenues.
- Frequency:** The franchise fee payments will now occur quarterly.

**An Ordinance of the City of Plano, Texas, granting to CoServ Gas, Ltd., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the City of Plano, Collin and Denton Counties, Texas, for the transporting, delivery, sale, and distribution of gas in and out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; providing a severability clause, and an effective date.**

**WHEREAS**, the City Council of the City of Plano, Texas, currently has a franchise agreement with CoServ Gas that expired on November 23, 2012, and said franchise agreement has been continued thereafter on a month-to-month basis; and

**WHEREAS**, the City Council of the City of Plano, Texas finds that it is in the best interest of the City to enter into a new franchise agreement with CoServ Gas to furnish and supply gas to the general public in the City of Plano, and for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes;

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

This Franchise Agreement (this "Agreement") is made and entered into by and between CoServ Gas, Ltd., a Texas limited partnership doing business as CoServ Gas (hereinafter referred to as "Company"), and the City of Plano, Texas, a Home-Rule Municipal Corporation (hereinafter referred to as "City"). For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**Section I.** Grant of Franchise, Term, and Use

(A) City hereby grants to Company, its successors and assigns subject to Section XI herein, consent to use and occupy the present and future Public Rights-of-Way of the City for the purpose of laying, maintaining, constructing, operating, removing and replacing therein and thereon the System needed and necessary to deliver gas in, out of, and through said City and to sell gas to persons, firms, and corporations, including all the general public, within the City's corporate limits.

(B) The term of this Agreement begins on the Effective Date (as defined below) and ends on December 31, 2023. The term may be extended for one additional five year term by mutual agreement of the City and the Company upon approval by the City Council of the City.

(C) The terms and conditions set forth in this Agreement represent the terms and conditions under which the Company shall construct, operate, maintain, remove and replace the System within the City. In order to accept the franchise granted herein, the Company must

evidence its written acceptance of the terms and conditions of this Agreement by executing and delivering to the City a letter in the form attached hereto as Exhibit "A" and incorporated herein.

(D) By entering into this Agreement, the City does not in any manner surrender or waive its regulatory or other authority or rights pursuant to the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers pursuant to present or future ordinances of the City. Likewise, Company's acceptance of the terms of this Agreement shall in no way affect or impair Company's rights, obligations or remedies under any federal, state or local law or regulation, nor shall such acceptance be deemed a waiver, release or relinquishment of Company's rights to contest, appeal or file suit with respect to any action or inaction of the City, including adoption of ordinances by the City, that Company believes is contrary to this Agreement or any federal, state or local law or regulation.

## **Section II.** Definitions

(A) "City" shall mean the City of Plano, Texas

(B) "Company" shall mean CoServ Gas, its successors and assigns, but does not include a CoServ affiliate, which shall have no rights hereunder except by succession or assignment in accordance with Section XI herein.

(C) "City Manager" shall mean the City Manager of the City or his or her designee.

(D) "Gross Revenues" shall mean:

- (1) all revenues derived, directly or indirectly, from the sale of gas to all classes of customers in the City (excluding gas sold to another gas utility in the City for resale to its customers within City);
- (2) all revenues derived from the transportation of gas through the System of Company within the City to customers located within the City (excluding gas transported to another gas utility in the City for resale to its customers within City);
- (3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by Company for Transport Customers through the System of Company within the City ("Third Party Sales") (excluding the value of any gas transported to another gas utility in City for resale to its customers within City). Each Transport Customer of the Company shall disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in

“Inside FERC’s Gas Market Report” under “Delivered Spot-Gas Prices” (or a successor publication or another publication agreed upon by City and Company) as reasonably near the time as the transportation service is performed;

- (4) payments received for contributions in aid of construction performed within the City, including but not limited to, builder contributions, under contracts entered into after the Effective Date; and
- (5) fees paid pursuant to this Agreement, revenues from non-utility and non-regulated services or products, revenues billed but not ultimately collected or received by Company, and the following “miscellaneous charges”:
  - (a) charges to connect, disconnect, or reconnect gas,
  - (b) charges to handle returned checks from consumers within the City, and
  - (d) State gross receipts fees.

“Gross Revenues” shall not include:

- (1) the revenue of any Affiliate or subsidiary of Company;
- (2) other than fees specifically included within the definition of Gross Revenues and fees payable pursuant to Section VII below, any taxes or fees required to be remitted to a third party including the City;
- (3) interest or investment income earned by Company;
- (4) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of System Facilities within the Public Right-of-Way;
- (5) amounts billed or collected from Company’s customers for refundable fees and deposits;
- (6) State or federal grants, credits or reimbursements;
- (7) reimbursements for damage to, or relocation of, any part of the System; and
- (8) amounts billed or collected by the Company from its customers for charitable contributions such as Operation Roundup.

(E) "Person" shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context explicitly requires otherwise, include the City or any employee, agent, servant, representative or official of the City.

(F) "Public Right-of-Way" shall mean public streets, alleys, highways, thoroughfares and sidewalks of the City, as they now exist or may be hereafter constructed or extended within the corporate limits of the City.

(G) "Right of Way Management Ordinance" shall mean City of Plano Ordinance No. 2001-3-20, as may be amended from time to time.

(H) "System" or "System Facilities" shall mean all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and other infrastructure and appurtenant equipment used for or incident to providing delivery, transportation, distribution, supply and sales of natural gas for, but not limited to, heating, lighting, and power, located within the corporate limits of the City.

(I) "Transport Customer" shall mean any person or entity for which Company delivers gas through the System of Company within the City for delivery or consumption within the City.

(J) "Affiliate" shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other Person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

### **Section III.** Conditions of Use and Occupancy

(A) This Agreement is granted subject to the laws of the United States of America, State of Texas and the City of Plano, Texas including its Charter and City Ordinances.

(B) In addition to compliance with federal, state and local law, all construction, work and operation of the System done by the Company pursuant to this Agreement shall, to the extent not inconsistent with federal or state law or regulatory authority, specifically be in conformance with the City of Plano Code of Ordinances, Chapter 19, Article IV, Right-of-Way Management Ordinance, as may be amended from time to time, and which is incorporated herein by reference as if incorporated in full. The Right-of-Way Management Ordinance may be obtained at the City of Plano Municipal Center, Engineering Division, 1520 Avenue K, Plano, Texas.

**Section IV.** Rates

(A) Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the City copies of its current tariffs, schedules or rates, and charges and service rules and regulations applicable to the City. The rates and charges collected from its customers in the City shall be subject to revision and change by either the City or Company in the manner provided by law.

(B) Company shall be entitled to require from each and every consumer of gas, before gas service is commenced, a deposit in an amount calculated pursuant to the Company's service rules and regulations as may be in effect during the term of this Agreement, and which are incorporated into this Agreement by reference as if incorporated in full. Said deposit shall be retained and refunded in accordance with such service rules and regulations, and shall bear interest as and to the extent provided in Chapter 183 of the Texas Utilities Code, as it may be amended from time to time. Company shall be entitled to apply said deposit with accrued interest to any indebtedness owed Company by the consumer making the deposit.

**Section V.** Extensions of Mains

Company shall not be required to extend mains on any Public Right-of-Way more than one hundred (100) feet for any one consumer of gas; provided, however, Company is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

**Section VI.** Non-Exclusive Use

The rights and privileges granted to Company by this Agreement are not to be considered exclusive and City hereby expressly reserves the right to grant, at any time, like privileges and rights as it may see fit to any other person or corporation for the purpose of furnishing gas for, but not limited to, light, heat, and power to and for City and the inhabitants thereof. City shall not grant any more favorable conditions, including franchise fee, to any other gas utility franchisee than are granted herein to Company.

**Section VII.** Franchise Fee and Payment

(A) In consideration of the privilege granted by the City to Company to use and occupy the Public Rights-of-Way in the City for the purposes stated herein, Company, its successors and assigns, agrees to deliver and pay to City, and City agrees to accept a franchise fee in an amount equivalent to five percent (5%) of the Company's Gross Revenues as defined in Section II (D). The initial payment shall be paid to the City by Company on or before the Due Date for

the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues received by Company from the Effective Date of this Ordinance. Thereafter the Company shall pay quarterly as follows:

<b>Due Date</b>	<b>Quarter</b>
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

(B) Each payment due during the term of this Agreement will be made by wire transfer on or before the close of business on the payment due date. If any payment due date required by this Agreement falls on a weekend or declared bank holiday, payment shall be made by wire transfer on or before the close of business of the last working day prior to the payment due date. Payment shall be considered timely made if Company requests the wire transfer by the wire transfer deadline of its bank on the payment due date.

(C) It is expressly agreed that the aforesaid payment shall be in lieu of any payments for the right to use the Public Rights-of-Way of said City, including expressly the charge permitted to be levied by V.T.C.A, Tax Code sec. 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. Should City not have the legal power to agree that the payment of the foregoing sum of money shall be in lieu of all charges for the use of the Public Rights-of-Way of the City of Plano, the City agrees that it will apply so much of said sum of money paid as may be necessary to satisfy Company's obligations, if any, to pay such charges.

(D) If Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by City.

(E) CoServ Gas Franchise Fee Recovery Tariff

1. The Company may from time-to-time file with the City a tariff amendment(s) to provide for the recovery of the franchise fees payable by the Company under this Agreement.

2. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

(F) In order to determine the Gross Revenues received by Company, Company agrees that quarterly, on the same date that payment is made as provided in the preceding paragraphs of this Section VII, it will provide a statement showing the amount of Gross Revenues for the period covered by the payments.

**Section VIII.** Retention and Accessibility of Records

(A) Company shall maintain the fiscal records and supporting documentation for payments of Gross Revenues associated with this Agreement for five years.

(B) Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Company pertaining to this Agreement (the "Records") during the Company's regular business hours and at the Company's principal offices upon receipt of ten (10) business days written notice from the City. The City's access to the Records will be limited to information needed to verify that, within the three (3) year period prior to such access to the Records, Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. The City shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the document(s). The City also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information. If such an examination reveals that Company has underpaid City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of City's claim and if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section VII.(D). The cost of the audit shall be borne by City unless the Company is finally determined to have underpaid the franchise fee by five percent (5%) or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the City by the Company. The rights to access the Records shall terminate one (1) year after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend this Agreement as provided for in Section IX below. In the event of an audit by the City, all Records related to such audit shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes and until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

**Section IX.** Renegotiation

If either the City or the Company requests renegotiation of any term of this Agreement, Company and City agree to renegotiate in good faith revisions to any and all terms of this Agreement. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Agreement will continue in effect for the remaining term of the Franchise.

**Section X.** Termination

(A) The City, in accordance with subsection (B) below, may terminate this Agreement and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of this Agreement (a “default”).

(B) In the event of a default of this Agreement, City shall give written notice to Company specifying the nature of the default and the Company shall have thirty (30) days after the receipt of such notice to cure the default and come into compliance with the terms and conditions of this Agreement. If Company fails to cure the default within thirty (30) days of the notice, or as longer provided by written agreement of the parties, then this Agreement shall be subject to termination by decision of City Council.

**Section XI.** Successors and Assigns

This Agreement may not be assigned, in whole or in part, without the express written consent of the City expressed by ordinance, as required in Section 10.02 of the City Charter.

**Section XII.** Notices

Any notice required or permitted to be delivered hereunder shall be deemed received three (3) business days after 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:

City of Plano, Texas  
Attention: 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 the Company:

CoServ Gas, Ltd.  
Attention: President  
7701 S. Stemmons Freeway  
Corinth, Texas 76210

**Section XIII.** Severability; Ordinance Controlling

It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. Both the Company and the City expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Company and the City. Should any inconsistency or conflict exist now or in the future between the provisions of this Ordinance and the City's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law. Notwithstanding the foregoing, the failure of this Ordinance to include provisions that exist in other City rules, regulations, or ordinances, does not affect the enforceability of such other City rules, regulations, or ordinances, whether fully set out herein or not.

**Section XIV.** 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.

**Section XV.** Rate and Compliance Review

Company agrees that City may, at any time during the term of this agreement, employ at the expense of Company, expert assistance and advice in determining fair, just, and reasonable rates to be charged by Company to its consumers in the corporate limits of City. Company agrees to pay reasonable expenses in connection therewith, or reimburse City for the same, which expense Company shall be entitled to recover through rates and tariffs.

**Section XVI.** Effective Date

Upon and subject to the filing of the Company's written acceptance of the terms and conditions of the Franchise Agreement set forth herein, this Ordinance (A) shall become effective as of the first day of the calendar month that is not less than sixty (60) days after the final adoption of this Ordinance by the City (such date being the "Effective Date"), and (B) shall, as of the Effective Date, supersede and replace that certain Ordinance No. 98-9-32, passed and approved by the City Council of the City on August 24, 1998, as subsequently amended. This ordinance will be published in accordance with law.

PASSED AND APPROVED ON FIRST READING ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

ATTEST:

CITY OF PLANO, TEXAS

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

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

APPROVED AS TO FORM

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

FINALLY PASSED AND APPROVED ON SECOND READING (WHICH DATE IS AT LEAST 30 DAYS FROM THE FIRST READING) THIS THE \_\_\_ DAY OF \_\_\_\_\_, 2014.

ATTEST:

CITY OF PLANO, TEXAS

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

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

APPROVED AS TO FORM

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

**Exhibit "A"**

**CoServ Authorization for City of Plano Franchise Agreement**

[DATE]

City of Plano

Attention: Mark Israelson

P.O. Box 860358

Plano, Texas 75086-0358

RE: CoServ Gas Franchise Agreement; Ordinance No. \_\_\_\_\_

This letter certifies that CoServ Gas, Ltd. accepts and agrees to be contractually bound by the terms and conditions of the Franchise Agreement with the City of Plano for natural gas delivery, transport, sale and distribution pursuant to Ordinance No. \_\_\_\_\_ in the form attached hereto as Exhibit A.

CoServ Gas, Ltd.

By: CoServ Natural, L.L.C., its general partner

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

Name: \_\_\_\_\_

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