

# CITY COUNCIL

1520 AVENUE K



DATE: 12/14/2015  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Pastor Hunter Hall  
The Village Church, Plano Campus  
PLEDGE OF ALLEGIANCE: The Men of Note Chorus

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>PROCLAMATION: December 17 is Arbor Day in Plano and will be celebrated with tree planting.</p> <p>PRESENTATION: The League of American Bicyclists (LAB) has designated Plano as a Bicycle Friendly Community, Bronze level.</p> <p>PRESENTATION: The Friends of the Plano Public Library organization is presenting a large donation to the Plano Public Library System.</p> <p>PRESENTATION: The City of Plano's Finance Department has received the Certificate of Achievement for Excellence in Financial Reporting, the Award for Financial Transparency, and the Achievement of Excellence in Procurement Award.</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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b>  <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>                      (a) November 23, 2015</p> <p><b><u>Approval of Expenditures</u></b>  <b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b>                      (b) Bid No. 2015-375-B for the Douglass Neighborhood Park to 2L Construction, LLC in the amount of \$430,300; and authorizing the City Manager to execute all necessary documents.                      (c) Rejection of Bid No. 2015-37-B for Rugged Tablets for the Police Department from all proposers.</p> <p><b>Purchase from an Existing Contract</b>                      (d) To approve the purchase of new furniture for the Neighborhood Services Remodel at the Joint Use Facility from Texas Furniture Source in the amount of \$110,463 through an existing contract/agreement with TXMAS (Texas Multiple Award Schedule); and authorizing the City Manager to execute all necessary documents. (TXMAS 6-71111060)</p> <p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b>                      (e) To approve a Professional Services Agreement by and between the City of Plano and Urban Engineers Group, Inc. in the amount of \$252,750 for Dallas North Estates No. 5 – Streets Reconstruction; and authorizing the City Manager to execute all necessary documents.</p> <p><b>Approval of Expenditure</b>                      (f) To approve an expenditure for a contract extension for a 60 day period in the amount of \$144,467 for the Microsoft Enterprise Agreement from SHI Government Solutions, Inc. for City of Plano Microsoft Software users; and authorizing the City Manager to execute all necessary documents.</p> <p><b><u>Adoption of Resolutions</u></b>                      (g) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Garland, Texas to allow employees of each city to participate in training classes offered by the other city; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	To approve the terms and conditions of a First Amendment to the Economic Development Incentive Agreement by and between the City of Plano, Texas and Optimal Blue, LLC, a Texas limited liability company; authorizing its execution by the City Manager; and providing an effective date.	
(i)	To authorize a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Renovation Phase 3 Construction for a Guaranteed Maximum Price (GMP) of \$2,993,436; authorizing the City Manager to execute the necessary contract documents; and providing an effective date.	
(j)	To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and SWC Tollway & 121, LLC, a Delaware limited liability company for the construction and installation of certain public infrastructure and improvements within the public rights-of way within and near the Legacy West development; authorizing its execution by the City Manager; and providing an effective date.	
(k)	To approve the amended terms and conditions of a development agreement by and between the City of Plano and 14th and J, LLC for development of Municipal Center South; authorizing its execution by the City Manager; and providing an effective date.	
(l)	To establish a Housing Tax Credit (HTC) resolution application and evaluation process for applicants submitting an application for housing tax credit financing to the Texas Department of Housing and Community Affairs (TDHCA); and designating the City Manager to implement the process; and declaring an effective date.	
(m)	To approve the Policy Statement for Tax Abatement of the City of Plano thereby establishing criteria for evaluating incentive applications; establishing procedural guidelines and criteria governing tax abatement agreements; and providing an effective date.	
	<b><u>Adoption of Ordinances</u></b>	
(n)	To amend Section 2-12(c) of the City Code of Ordinances of the City of Plano, Texas to clarify the City Manager's authority for City contracts in accordance with state law; providing a severability clause, a repealer clause, a savings clause, and an effective date.	
(o)	To abandon all right, title and interest of the City, in and to a portion of that certain 50' Street Easement, situated in the C. Luttrell Survey, Abstract No. 522, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owners of the property underlying the easement, Haggard Enterprises, Limited, Windhaven Development, Ltd., and Acres of Sunshine, Ltd., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(p)	<p>To abandon all right, title and interest of the City, in and to a portion of that certain 10-foot Sanitary Sewer Easement, recorded in Volume N, Page 538 - 539, of the Plat Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such Easement to the owner of the property underlying the Easement, Columbia Medical Center of Plano Subsidiary, LP, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing 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)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2015-25 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 0.3± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the north side of 12th Street, 240± feet east of Municipal Avenue in the City of Plano, Collin County, Texas, from Light Industrial-1 to Single-Family Residence-6; 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: Lorie Jones</p>	
(2)	<p>Public Hearing and consideration of an Ordinance to approve the levy of a special assessment for the Downtown Plano Public Improvement District; approving an assessment roll and levying an assessment for 2015-2016 at a rate of \$0.15 per \$100 of appraised value on real property in the Public Improvement District; and providing an effective date.</p>	
(3)	<p>Public Hearing and Comment: Review of the Consolidated Annual Performance Evaluation Report describing the use of federal funds. This report details how the City used U.S. Department of Housing and Urban Development funds during the 2014-2015 grant year. The public will be given an opportunity to speak on the report during the public hearing.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Plano 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:		12/14/2015		
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: December 17 is Arbor Day in Plano and will be celebrated with tree planting.				
<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**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/14/2015		
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: The League of American Bicyclists (LAB) has designated Plano as a Bicycle Friendly Community, Bronze level.				
<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**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/14/2015		
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: The Friends of the Plano Public Library organization is presenting a large donation to the Plano Public Library System.				
<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

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/14/2015		
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: The City of Plano's Finance Department has received the Certificate of Achievement for Excellence in Financial Reporting, the Award for Financial Transparency, and the Achievement of Excellence in Procurement Award.				
<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>
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
November 23, 2015**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Angela Miner  
Rick Grady  
Ron Kelley  
Tom Harrison  
David Downs

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Jack Carr, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, November 23, 2015, 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, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 552.072 and 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 reconvened the meeting back into the Preliminary Open Meeting at 5:59 p.m. in the Senator Florence Shapiro Council Chambers.

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

Board of Adjustment

The Council deferred appointment of an interim member.

Mayor LaRosiliere stated action on both the Collin and Denton County Appraisal District Boards would be taken during the regular session.

### **Discussion and Direction re Request for Extension of Line of Duty Leave - Firefighter Jason McGraw**

Fire Chief Greif stated Firefighter McGraw was injured in the line of duty a year ago and has had several set-backs. He added Firefighter McGraw has requested an extension of leave under the civil service guidelines and the Fire Department supports the request.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to approve the request for Extension of Line of Duty Leave for Firefighter Jason McGraw.

### **Overview of Promotion/Production of Texas Broadcasters Music Festival at Oak Point Park and Nature Preserve**

Director of Parks and Recreation Fortenberry stated a license agreement with Metro Broadcasters – Texas, Inc. (KHYI 95.3) for a 2 day festival is on the consent agenda for the regular meeting. She spoke to the agreement for the Texas Music Revolution festival will be for a term of five years; with acts on two stages, at the amphitheater and special events field; parking will be at Collin College; attendance is estimated at 10,000 for the two days; and added that this will be the 20<sup>th</sup> year of the festival. Ms. Fortenberry reported the agreement includes a \$100,000 advance to secure headline artists, paid with Hotel Occupancy Tax funds, and \$85,000 of in-kind services. She stated the City is responsible for food, beverage, and parking and will retain the revenue as well as a portion of the sponsorships. In response to Council questions, Ms. Fortenberry stated the festival agreement is for a term of 5 years, staff is still researching an additional festival for the fall, and will seek sponsorships for this festival.

### **Referendum Petition Report re Ordinance No. 2015-10-9, submitted November 10, 2015**

City Secretary Henderson stated a citizen petition was filed with the City Secretary's Office on November 10, 2015. She added the petition was insufficient to present to Council due to the petition requesting a vote on an ordinance was not subject to Section 7.03 of the Plano City Charter.

City Attorney Mims stated due to the threat of possible litigation, the City engaged outside counsel, Andy Taylor, election law specialist, to review the matter. Mr. Taylor spoke to the legal reasons the ordinance was not able to be presented to the citizens for a vote; the Texas Supreme Court stated a citizen petition filed with a city must be within the operative power for referendum; the ordinance does not meet the one-time exception to repeal in its entirety at its initial adoption; the comprehensive plan is the foundation for zoning decisions and the plan is created based on expert analysis and public hearings; and if the Council were to call an election, it would be a dereliction of duty by spending tax dollars on an election that would be voided.

In response to Council Member Kelly's request for clarification of the statement made by some Planning and Zoning Commission members stating this was not a zoning plan, Mr. Taylor stated the methodology under which the plan was adopted followed the same process as a zoning case. In response to Deputy Mayor Pro Harris, Mr. Taylor advised individual zoning cases would not be subject to the one-time exception and he explained the hierarchy of the applicable laws. Mr. Taylor stated zoning cases would be vetted individually.

City Attorney Mims advised this was a report and not an action item and stated this was a legal issue, not a political issue and was precluded by law. Ms. Mims further discussed the attempts to work with the group prior to the submission of the petition. Mayor LaRosiliere stated in closing that it is obvious all parties care for the City and he encouraged citizens to be involved during the individual zoning matters.

### **Consent and Regular Agendas**

Mayor LaRosiliere stated Item "M" will be pulled and discussed at a future meeting.

### **Council Items for Discussion/Action on Future Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:37 p.m.

---

**Harry LaRosiliere, MAYOR**

ATTEST:

---

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
November 23, 2015**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Angela Miner  
Rick Grady  
Ron Kelley  
Tom Harrison  
David Downs

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Jack Carr, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, November 23, 2015, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Legacy Campus Pastor Peter Park with Chase Oaks Church led the invocation and Cadette Girl Scout Troop 3461 led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere recognized Neiman Marcus Willow Bend for receiving the Obelisk Award. He further recognized Susan Plonka for her service on the Board of Adjustment and administered the oath of office to Ms. Plonka for her appointment to the Planning and Zoning Commission.

**COMMENTS OF PUBLIC INTEREST**

- Richard Howe encouraged community involvement during zoning matters and expressed the Plano Tomorrow Plan is more than zoning.
- Mark Yoder stated he had input during the plan development and the plan is more than just zoning and is supportive of the Plan Tomorrow Plan.
- Beth Carruth discussed the opposition to the Plano Tomorrow Plan and stated citizen concerns were not addressed.
- Judy Kendler spoke to transparency in City matters and Planning and Zoning membership.
- Mark Bina discussed the Plano Tomorrow Plan and felt Council should have listened to citizens.
- Sandy Dixon differed on the opinion of Mr. Taylor and discussed her legal reasoning.
- Colleen Epstein discussed lack of transparency and trust with the Council.
- Jeri Cook-Lenahan stated she felt the Council did not listen to its citizens.

- Jack Lagos discussed the rights of the citizens, petition procedures, and opposition to hiring outside counsel.

## **CONSENT AGENDA**

Upon an amended motion by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to approve and adopt all items on the Consent Agenda as recommended with the exception of Item “M”, to be considered at a future meeting, and as follows:

### **Approval of Minutes**

October 31, 2015

November 9, 2015

(Consent Agenda Item “A”)

### **Approval of Expenditures**

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

**RFP 2015-164-C** for a five (5) year term for the 457 Deferred Compensation Plan, to be utilized by Human Resources, to International City Management Association Retirement Corporation (ICMA-RC), where fees associated with this agreement will be absorbed by the 457 Deferred Compensation Plan participants; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2016-0009-C** for a one (1) year contract with four (4) one-year City optional renewals, for the purchase of Waste Truck Parts for Inventory Control & Asset Disposal (ICAD) from Texan Waste Equipment dba Heil of Texas in the estimated amount of \$123,873, and McNeilus Truck and Manufacturing Company in the estimated amount of \$10,893 for an estimated annual total of \$134,766; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Rescind award of Bid No. 2015-249-C** Water and Wastewater Pumping Facility Maintenance to Legacy Contracting, LP dba Control Specialist, LP. (Consent Agenda Item “D”)

### **Purchase from an Existing Contract**

To approve the purchase of maintenance and support for CommVault software for Technology Services in the amount of \$139,750 from CDW Government, LLC through an existing TCPN (The Cooperative Purchasing Network) contract; and authorizing the City Manager to execute all necessary documents. (TCPN R5106) (Consent Agenda Item “E”)

### **Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)**

To approve a Landscape Architect Professional Services Agreement between the City of Plano and Michael Kendall d/b/a/ KENDALL + Landscape Architecture in the amount of \$54,700 for design services and construction documents for Buckhorn Neighborhood Park renovation; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To approve a License Agreement with Metro Broadcasters – Texas, Inc., for the promotion and production of a music festival at Oak Point Park and Nature Preserve and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

### **Approval of Expenditure**

To approve an expenditure for Laserfiche document management software maintenance and support in the amount of \$57,050 from DocuNav Solutions for various departments; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

### **Adoption of Strategic Vision**

To adopt the City Council's Strategic Vision for Excellence for Fiscal Year 2015-16. (Consent Agenda Item “I”)

### **Adoption of Resolutions**

**Resolution No. 2015-11-8(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the University of Texas at Arlington for an internship program to allow students enrolled in the University of Texas at Arlington’s social work program to observe and participate in the routine operations of the Victim Services Unit at the Plano Police Department; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

**Resolution No. 2015-11-9(R):** To review and approve the City’s official Public Funds Investment Policy; and providing an effective date. (Consent Agenda Item “K”)

**Resolution No. 2015-11-10(R):** To authorize a Partial Release of Public Improvement Agreement between Tokalon Group, LLC (“Tokalon”) and the City of Plano, Texas, a home rule municipal corporation (“City”); authorizing the City Manager to execute the Release; and providing an effective date. (Consent Agenda Item “L”)

### **Adoption of Ordinances**

**Ordinance No. 2015-11-11:** To abandon all right, title and interest of the City, in and to a portion of a certain Water Easement recorded in Volume 2410, Page 346, and a portion of a certain Sanitary Sewer Easement recorded in Volume 2175, Page 683, of the Land Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the owner of the property underlying the easements, CRP-GREP COIT CENTER OWNER, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “N”)

**Ordinance No. 2015-11-12:** To abandon all right, title and interest of the City, in and to a portion of a certain Drainage Easement recorded in Volume 2632, Page 961, and a portion of a certain Sanitary Sewer Easement recorded in Document No. 92-0022466 & 92-0022467, of the Deed Records of Collin County, Texas and being situated in the B.M. Craig Survey, Abstract No. 176, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the owner of the property underlying the easements, CADG PLANO 17, LLC, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “O”)

## **END OF CONSENT**

**Resolution No. 2015-11-13(R):** To approve the Investment Portfolio Summary for the quarter ending September 30, 2015 and providing an effective date. (Regular Item “1”)

Treasurer Conklin spoke to the investment policy reporting requirements; the asset types with yield, ending book value, and market value; and current average yield of the investment portfolio for the quarter ending September 30, 2015. She reported historical data from the S & P 500 index, the portfolio composition, the portfolio maturity dates, and historical quarterly end book values. Ms. Conklin spoke to the book and market value allocation comparison with the previous quarter. She stated the City earned an additional estimated \$20 million by using a diversified investment strategy versus investing in TexPool, the State’s investment pool.

Upon a motion made by Council Member Kelley and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to approve the Investment Portfolio Summary for the quarter ending September 30, 2015; and further to adopt Resolution No. 2015-11-13(R).

**Resolution No. 2015-11-14(R):** To approve the Service Plan and Assessment Plan for the Downtown Plano Public Improvement District as recommended by the Public Improvement District Advisory Board, directing the preparation of a proposed assessment roll for the Public Improvement District, authorizing the City Manager to publish required notice of a public hearing to consider the levying of the proposed assessments on owners of real property within the Public Improvement District, and establishing an effective date. (Regular Item “2”)

Director of Special Projects Jarrell stated annually, the Council needs to approve the Service Plan and Assessment Plan as recommended by the Advisory Board. She advised a public hearing for property owners to discuss the assessment will be held on December 14, 2015 and staff will begin the preparation of the assessment roll.

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 8-0 to approve the Service Plan and Assessment Plan for the Downtown Plano Public Improvement District as recommended by the Public Improvement District Advisory Board, directing the preparation of a proposed assessment roll for the Public Improvement District, authorizing the City Manager to publish required notice of a public hearing to consider the levying of the proposed assessments on owners of real property within the Public Improvement District; and further to adopt Resolution No. 2015-11-14(R).

**Resolution No. 2015-11-15(R):** To approve the form of a Certificate of Formation for the Plano Improvement Corporation and authorizing the City Manager to execute and file said Certificate with the Secretary of State; authorizing the City Manager to negotiate and execute a purchase and sale agreement with the Plano Improvement Corporation pursuant to Texas Local Government Code Section 272.001(b)(4) for sale and development as required by the City of 1.09± acres of land described in Exhibit “B” hereto for the subsequent resale to SWC Tollway & 121, LLC, and assigns; authorizing the City Manager to negotiate and execute the termination of the Lease Agreement by and between the City of Plano, Texas and SWC Tollway & 121, LLC dated April 21, 2015; and providing an effective date. (Regular Item “3”)

City Manager Glasscock stated this allows for the creation of the necessary documents for a non-profit foundation, Plano Improvement Corporation that will allow authorization for the transfer of property and accept donations of property and services.

Upon a motion made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to approve the form of a Certificate of Formation for the Plano Improvement Corporation and authorizing the City Manager to execute and file said Certificate with the Secretary of State; authorizing the City Manager to negotiate and execute a purchase and sale agreement with the Plano Improvement Corporation pursuant to Texas Local Government Code Section 272.001(b)(4) for sale and development as required by the City of 1.09± acres of land described in Exhibit “B” hereto for the subsequent resale to SWC Tollway & 121, LLC, and assigns; authorizing the City Manager to negotiate and execute the termination of the Lease Agreement by and between the City of Plano, Texas and SWC Tollway & 121, LLC dated April 21, 2015; and further to adopt Resolution No. 2015-11-15(R).

**Resolution No. 2015-11-16(R):** To cast the City of Plano's ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date. (Regular Item “4”)

The Council elected to cast its 334 votes for Michael Pirek.

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 8-0 to cast the City of Plano's ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code; and further to adopt Resolution No. 2015-11-16(R).

**Resolution No. 2015-11-17(R):** To cast the City of Plano's ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date. (Regular Item “5”)

The Council elected to cast its 16 votes for Scott Brown, Mike Hassett, Brenda Latham, Connie Smith, and David Terre.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Grady, the Council voted 8-0 to cast the City of Plano's ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; and further to adopt Resolution No. 2015-11-17(R).

With no further business, Mayor LaRosiliere adjourned the meeting at 8:00 p.m.

---

**Harry LaRosiliere, Mayor**

ATTEST

---

Lisa C. Henderson, City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

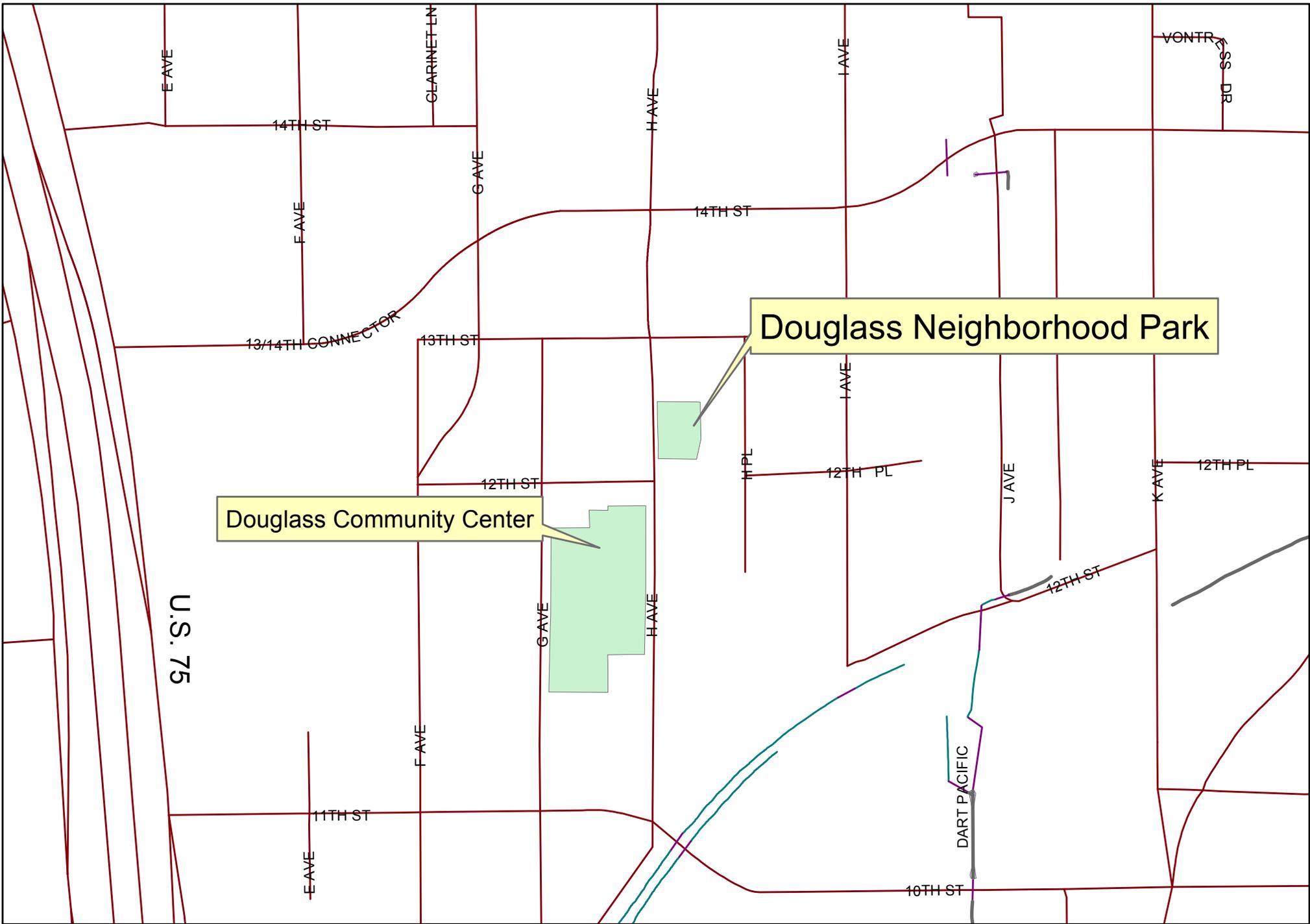
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/14/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Award of Bid No. 2015-375-B for the Douglass Neighborhood Park to 2L Construction, LLC in the amount of \$430,300 and authorizing the City Manager or his designee to execute all necessary documents.				
<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>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		611,458	5,239,090	3,355,000
Encumbered/Expended Amount		-611,458	-1,731,372	0
This Item		0	-430,300	0
BALANCE		0	3,077,418	3,355,000
<b>FUND(S):    PARK IMPROVEMENTS CIP</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2015-16 Park Improvements CIP. Construction of the Douglass Neighborhood Park, in the amount of \$430,300, will leave a current year balance of \$3,077,418 available for future park improvement expenditures.</p> <p><b>STRATEGIC PLAN GOAL:</b> Constructing neighborhood parks relates to the City's goal of Great Neighborhoods - 1st Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends that the bid received from 2L Construction, LLC in the amount of \$430,300 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>The project includes the construction of a new playground, open space, neighborhood park shelter, lighting, plaza paving, handicap van accessible parking, sidewalk, ornamental iron fencing, irrigation, landscape and tree planting.</p> <p>The low base bid is above the consultant's estimate of \$300,000. Park Improvement bond funds are available to complete this project. In the event 2L Construction, LLC fails to execute contract documents, staff recommends the bid of JDC Construction in the amount of \$431,000. Staff does not believe that rebidding would yield lower bids at this time.</p>				

The Douglass Neighborhood Park will serve the Douglass Community by providing space for play and gathering in the park shelter. It is located a block north of the Douglass Community Center.

Project Location Map:

<https://goo.gl/maps/ouyBoA5yCCG2>

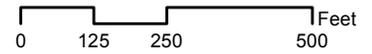
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Bid Recap	



Douglas Community Center

Douglas Neighborhood Park

# Douglas Neighborhood Park



**CITY OF PLANO**  
**BID NO. 2015-375-B**  
**Douglass Neighborhood Park Project Number 6517**  
**BID RECAP**

---

---

**Bid opening Date/Time:** August 14, 2015 @ 1:30 pm

**Number of Vendors Notified:** 9940

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

**Bids Evaluated Non-Responsive to Specifications:** 0

**Number of Bids Submitted Responsive to Bid:** 3

2L Construction, LLC	\$430,300.00
North Rock Construction LLC	\$435,664.90
JDC Construction	\$431,000.00

**Recommended Vendors for award:**

2L Construction, LLC	\$430,300.00
----------------------	--------------

*Leslie Hooker*

August 14, 2015

---

Leslie Hooker  
Buyer I

---

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:		December 14, 2015		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): <b>Kellie Boyer x7248</b>				
<b>CAPTION</b>				
Rejection of Bid No. 2015-37-B for Rugged Tablets for the Police Department from all proposers.				
<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>
BALANCE	0	0	0	<b>0</b>
FUND(S): <b>N/A</b>				
<b>COMMENTS:</b> This item has no financial impact. STRATEGIC PLAN GOAL: Rejecting all bids for Rugged Tablets relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
See Memo				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** October 27, 2015

**To:** Diane Palmer-Boeck, Chief Purchasing Officer, Plano Purchasing Department

**From:** Gregory W. Rushin, Chief of Police, Plano Police Department

**Subject:** Rejection of all bids RE: Solicitation 2015-37-B (Rugged Tablets for Police Department)

Following a thorough proposal review and on-site evaluation conducted by several Officers; staff recommends a rejection of all proposals submitted. During the evaluation process, it became apparent that none of the proposed products would fully satisfy all of the requirements for intended use of a rugged tablet by the Police Department. Staff will reevaluate the original specifications and determine the best course of action for procurement of a more suitable device.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/14/15		
Department:		Engineering		
Department Head		Caleb Thornhill		
Agenda Coordinator (include phone #): <b>Earl Whitaker x 7074</b>				
<b>CAPTION</b>				
To approve the purchase of new furniture for the Neighborhood Services Remodel at the Joint Use Facility from Texas Furniture Source, in the amount of \$110,463, through an existing contract/agreement with TXMAS (Texas Multiple Award Schedule) and authorizing the City Manager to execute all necessary documents. (TXMAS 6-71111060)				
<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>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget			162,122	0
Encumbered/Expended Amount		0	-36,428	0
This Item		0	-110,463	0
BALANCE		0	15,231	0
<b>FUND(s):     GENERAL FUND</b>				
<p><b>COMMENTS:</b> Funding for this item was carried forward from the 2014-15 Neighborhood Services departmental budget to the 2015-16 fiscal year. The furniture purchase for the renovated Neighborhood Services offices at the Joint Use Facility, in the amount of \$110,463, will leave a current year balance of \$15,231 available for future expenditures for obtaining furniture or other items related to city facilities.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining furniture for city offices relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>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 local governments to seek competitive bids for items. (TXMAS 6-71111060 / City of Plano Internal Contract No. 2016-0018-O).</p> <p>See recommendation memo.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo			NA	
Cooperative Bid Recap				



# Memorandum

**Date:** December 2, 2015  
**To:** Earl Whitaker, Purchasing Agent  
**From:** Richard Medlen, Facilities Maintenance Superintendent  
**Subject:** Joint Use Facility – Furniture – Bid #2016-0018-O

We solicited bids from 5 cooperative vendors for new furniture for the Neighborhood Services Remodel at the Joint Use Facility and two vendors responded. I have reviewed the bids received and recommend award to the lowest responsive, responsible bidder which is Texas Furniture Source in the total amount of \$110,463.32. An additional bid was received from Wilson Office Interior's for a total amount of \$121,622.78.

The furniture is needed for the Neighborhood Services Renovation at the Joint Use Facility to consolidate staff from the Municipal Center and the Joint Use Facility at one (1) location to improve the department's new strategies and tools for strengthening Plano's Neighborhoods and address the issues of a maturing community. The move will facilitate the strategic development of these programs and activities and ensure that the department's staff are working cooperatively towards these goals.

The funding for this project is in Fund 01, Account 352-8411.

Please contact me if you have any questions.

/liw

cc: Jim Razinha  
Matt Yager  
Earl Whitaker  
Lori Schwarz  
Sandra Bloomer  
Lois George

# CITY OF PLANO

## BID NO. 2016-0018-O JOINT USE FACILITY – FURNITURE COOPERATIVE BID RECAP

---

---

**Bid Opening Date/Time:** November 20, 2015 @ 2:30 PM

**Number of Vendors Notified:** 5

**Vendors Submitting “No Bids”:** 3

**Number of Non-Responsive Bids:** 0

**Number of Responsive Bids Submitted:** 2

**Vendor Name**

Texas Furniture Source \$110,463.32

Wilson Office Interior’s \$121,622.78

**Recommended Vendor:**

Texas Furniture Source \$110,463.32

*Earl S. Whitaker*

November 30, 2015

\_\_\_\_\_  
Earl S. Whitaker, Purchasing Agent

\_\_\_\_\_  
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:	12/14/15
Department:	Engineering
Department Head:	B. Caleb Thornhill, PE
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b> <span style="float:right"><b>Project No. 6653</b></span>	

**CAPTION**

To approve a Professional Services Agreement by and between the City of Plano and Urban Engineers Group, Inc., in the amount of \$252,750, for Dallas North Estates No. 5 – Streets Reconstruction; and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2015-16</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	256,000	1,766,000	<b>2,022,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-252,750	0	<b>-252,750</b>
BALANCE	0	3,250	1,766,000	<b>1,769,250</b>

**FUND(S):** STREET IMPROVEMENTS CIP

**COMMENTS:** Funding is available for this item in the 2015-16 Street Improvements CIP. Professional engineering services for this project, in the amount of \$252,750, will leave a current year balance of \$3,250 available for future expenditures relates to this or other street improvement projects.

**STRATEGIC PLAN GOAL:** Obtaining professional engineering services for CIP projects relates to the City's goals of a Financially Strong City with Service Excellence and Great Neighborhoods – 1<sup>st</sup> Choice to Live.

**SUMMARY OF ITEM**

This agreement is for professional services from Urban Engineers Group, Inc., for Dallas North Estates No. 5 - Streets Reconstruction to include reconstruction of the concrete street pavement and replacement of the existing 6" water main at the following locations:

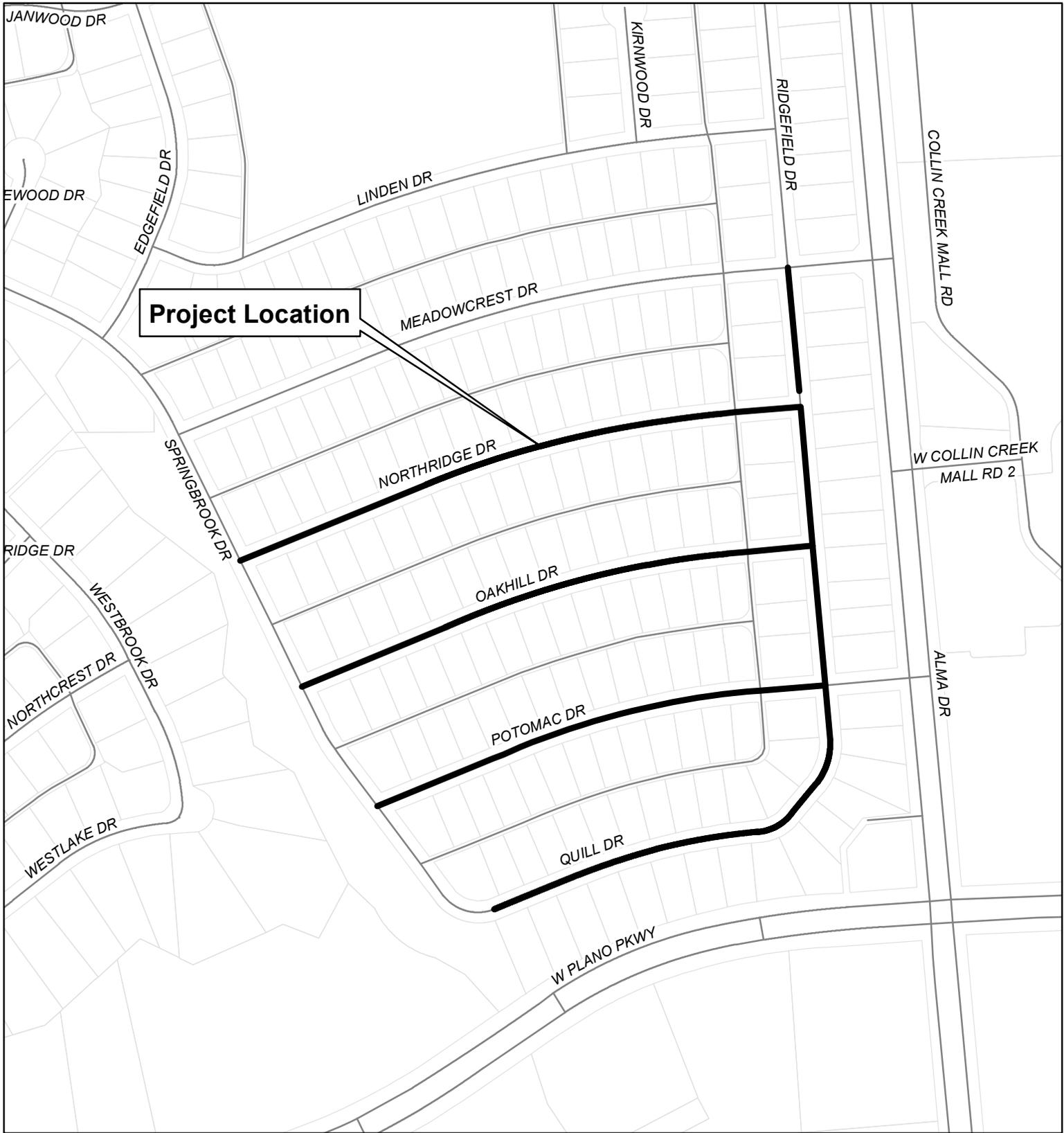
- Northridge Drive (~1300 LF) - between Springbrook Drive and Ridgefield Drive
- Oakhill Drive (~1200 LF) - between Springbrook Drive and Ridgefield Drive
- Potomac Drive (~1000 LF) - between Springbrook Drive and Ridgefield Drive
- Quill Drive & Ridgefield Drive (~2100 LF) - between Springbrook Drive & Meadowcrest Drive

The consultant was chosen based on their proposal submittal and a short list interview. The contract fee is for \$252,750 and is detailed as follows:

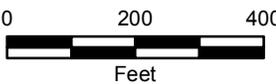


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>TASK</b>	<b>FEE</b>
<b>BASIC SERVICES</b>	
A. RESEARCH AND DATA COLLECTION	\$0
B. Design Survey	\$39,760
C. Preliminary Design	\$97,590
D. Final Design	\$65,565
E. Revised Final Design	\$33,065
F. Bid Phase Services	\$2,380
G. Construction Administration	\$5,040
H. Construction Control Survey	\$4,000
<b>SUBTOTAL BASIC SERVICES</b>	<b>\$247,400</b>
<b>DIRECT COSTS</b>	
I. REIMBURSABLES	\$5,350
<b>SUBTOTAL DIRECT COST</b>	<b>\$5,350</b>
<b>SPECIAL SERVICES</b>	
J. EASEMENT DOCUMENTS / SUBMITTALS SUPPORT	\$0
<b>SUBTOTAL SPECIAL SERVICES</b>	<b>\$0</b>
<b>TOTAL FEE*</b>	<b>\$252,750</b>
List of Supporting Documents: Location Map; Professional Services Agreement	Other Departments, Boards, Commissions or Agencies N/A



**Project Location**



City of Plano GIS Division  
November, 2015

**Dallas North Estates #5  
Project No. 6653**

**Project Location**



georgetau C:\Projects\Engineering\Locator\Maps\11-17-2015\_Project\_6653 Dallas North Estates 5\Dallas North Estates 5.mxd

**DALLAS NORTH ESTATES No. 5 – STREETS RECONSTRUCTION**

**PROJECT No. 6653**

**ENGINEERING  
PROFESSIONAL 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 **URBAN ENGINEERS GROUP, 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 **DALLAS NORTH ESTATES No. 5 – STREETS RECONSTRUCTION** 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.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the

same or similar locality and under the same or similar circumstances and professional license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

### **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 SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF**

**LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.**

**IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.**

### **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:

Attn: Shahrzad Tavana, PE  
City of Plano  
Engineering Department, Suite 250  
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:

Faisal Syed, PE, Principal  
Urban Engineers Group, INC.  
167 Turtle Creek Blvd., Suite A  
Dallas, TX 75207

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.

**URBAN ENGINEERS GROUP, INC.**  
A Texas Corporation

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

BY: \_\_\_\_\_  
Faisal Syed, PE  
PRINCIPAL

**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 DALLAS       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **FAISAL SYED, PE, PRINCIPAL**, of **URBAN ENGINEERS GROUP, 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 \_\_\_\_\_, 2015, 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**

**DALLAS NORTH ESTATES No. 5 – STREETS RECONSTRUCTION  
PROJECT No. 6653**

**PROJECT DESCRIPTION:**

Reconstruction of the concrete street pavement and replacement of the existing 6” water main at the following locations:

- Northridge Drive (~1300 LF) - between Springbrook Drive and Ridgefield Drive,
  - Oakhill Drive (~1200 LF) - between Springbrook Drive and Ridgefield Drive,
  - Potomac Drive (~1000 LF) - between Springbrook Drive and Ridgefield Drive,
  - Quill Drive & Ridgefield Drive (~2100 LF) - between Springbrook & Meadowcrest Drive.
1. The street paving shall be 27-ft. back-to-back, 6-inch 3000 PSI reinforced concrete pavement on 6-inch lime stabilized subgrade per City of Plano Standard Construction Details. No pavement structure design will be performed. No geotechnical testing will be performed to determine if special design considerations should be employed.
  2. Existing driveways will be reconstructed within the project limits per City details.
  3. Existing sidewalks including barrier free ramps will be reconstructed within the project limits per City details.
  4. The existing water main is to be replaced where it is under the proposed pavement reconstruction and shall include replacement of existing water services. Fire hydrant coverage will be analyzed and improved to current standards if necessary. Existing fire hydrants will be replaced with the existing fire hydrants being turned over to the City.
  5. The project will include curb drainage capacity analysis but will not include upsizing of the existing storm sewer except on Quill Drive, if needed. Addition of inlets will be included where gutter capacity is exceeded. If desired by the City, the design will include manholes for access into the existing storm sewer within the project limits. The approximate location of the existing storm sewer will be determined using “as-built” plans and from surface features. No subsurface investigations will be performed to determine the actual location of the existing storm sewer.
  6. No additional ROW or easements are anticipated to complete the project.

## **BASIC SERVICES:**

### **A. Design Standards**

1. This project shall be designed in accordance with the following:
  - Geodetic Monumentation Manual
  - Manual for Right-of-Way Management
  - Storm Drainage Design Manual
  - Erosion & Sediment Control Manual
  - Thorough Fare 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
  - Sample Plan Set (Provided by City)
2. All plans submitted to the City shall be signed and sealed in accordance with state law.
3. The City shall provide guidance regarding project specific design issues if needed.

### **B. Research and Data Collection**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project areas.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

### **C. Design Survey**

1. Establish a horizontal and vertical control network and project control baseline for the project area. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie rights-of-way lines and corners that can be found via pin finder, property lines and corners/monuments, building, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing visible above ground utility features shall be located and referenced by utility name (i.e. Oncor Electric, Verizon Telephone, Atmos Gas, etc.).

4. Vertical topographic information tying pavement, manholes (tops and inverts), storm drain inlets (tops and inverts), and other improvements as needed within the project areas for the design.
5. Sufficient survey data shall be obtained so that a detailed Digital Terrain Model (DTM) may be prepared to provide existing and proposed grade cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and may not be a part of the final construction plan set.
6. Topographic survey and cross section work shall extend approximately 50 feet lengthwise beyond the proposed construction area and approximately 10 feet beyond the ROW. Additional data more than 10 feet beyond the ROW may be needed for lead walks.
7. When underground utilities are exposed, tie to project control baseline.
8. Identify the street address of all properties adjacent to proposed construction and show on drawings.

#### **D. Preliminary Design**

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34") at the engineering scale indicated:
  - Cover sheet.
  - General Notes Sheet.
  - Project layout control sheet (Scale 1"= 100').
  - Quantity sheet (sheet by sheet breakdown of all quantities).
  - Typical sections and detail sheets.
  - Construction phasing. (scale 1"=40' or larger)
  - Paving plan & profile sheets for street improvements. The consultant will need to evaluate the existing street lights on the project street to check that adequate lighting exists. The City will provide the criteria. If additional lights are needed, new conduit and street light foundation locations (provide by the City) will be included in the project with the information shown on the paving plans. (Scale 1"= 20' H; 1"=5' V).
  - Drainage area map (with drainage calculations) for street/drainage improvement (Scale 1" = 100'). The drainage analysis will include evaluation of street and inlet capacities for compliance with current City standards as set forth in the City's Storm Drainage Design Manual. Hydraulic analysis of existing storm drain system will be confined to existing project limits. Starting hydraulic grade elevations shall be based on existing as-built plans or other reasonable assumptions confirmed by the City. If hydraulic analysis is required outside of the projects limits, it shall be done by contract modification. (This information will be prepared but only included in the plans if improvements are required. If required, it will be included by a contract modification)
  - Storm drains improvement plan and profile sheets (if required). (Scale 1"= 20'H; 1"=5'V). (These improvements will be included if shown to be required as a result of the drainage area maps/drainage calculations. If improvements are required, the design/plan preparation shall be done under a contract modification for all streets except Quill Drive)

- Water Utility Replacement Plans (Plan Only) (Scale 1"= 20').
- SWPPP sheets meeting TCEQ and City of Plano requirements. Scale 1"= 40'. Include the City WORD file form, "City of Plano CIP Projects – SWPPP Operator Requirements" as a sheet in the plans as part of the SWPPP. Include erosion control details from City Standards as required.
- Final buttoning and signage plan sheets. Scale 1" = 40'. (To be shown on Paving Plans if practical)
- Cross –Sections. Scale 1"=20' H; 1"=5' V.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as gas, telephone, cable TV and electric to obtain available information for the location of their facilities. Coordination effort shall include the following tasks:
  - a) Contact Dig Tess prior topographic survey to request field locates of existing underground utilities within the project limits (the City of Plano will mark water, sanitary sewer and storm sewer locations if not marked by Dig Tess);
  - b) Using email or one-time mailing, contact utility companies using information provided by the City to request maps or other information showing the locations of their facilities;
  - c) Send preliminary and final plans to utility companies and request their review for possible conflicts with their facilities;
  - d) If requested by the City, attend one utility coordination meeting including representatives of all affected utilities to discuss project scope and any necessary relocation work;
  - e) Send invitations to utility company representatives to a project pre-construction meeting. Other coordination efforts, if required, shall be additional services.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit five (5) sets of preliminary plans, and one (1) set of outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
  - Engineering
  - Public Works
  - Inspectors
  - Transportation
  - File Set
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impact to their facilities.

## **E. Final Design**

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details (those not included in the City of Plano Standard Details) into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Prepare draft bid schedule of items and quantities.
8. Submit six (6) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
9. Incorporate City final comments into the plans and bid documents.
10. Submit three (3) sets of final black/blue prints, three (3) bound copies of the bid documents and one (1) unbound original bid document set to the City of Plano.
11. Attend a utility coordination meeting to start relocation process with affected franchise utilities, if necessary. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
12. Submit one (1) set of final black/blue print and one (1) bound copy of the bid documents to the designated Material Testing Laboratory.

## **F. Bid Phase Services**

1. Assist the City staff in advertising for bids.
2. Submit one full size (22"x34") set and one half size (11"x17") set of final blackline prints, two bound copies of the bid manual and the unbound original bid manual set to the City of Plano. Submit a CD-ROM disk of the bid set plans and bid manual in PDF format. The City will post the bid documents to bidsync.com.
3. Submit one half size (11"x17") set of final blackline prints and one bound copy of the bid document to the City designated Material Testing Laboratory.
4. Assist City by responding to questions and interpreting bid documents.
5. Prepare and provide the City with addenda to bid documents as necessary.
6. Attend and assist City staff at the City bid opening.
7. Provide bid tabulation (Excel) to the City of Plano within four working days of the bid opening.
8. Evaluate the low and second low bidders. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references. Prepare a letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid opening.
9. Assist City staff in a pre-construction conference.
10. Provide eight full size and five half size sets of final construction plans and six sets of the contract manual to the City for construction. Conformed drawings will also be provided in electronic format.

## **G. Construction Administration**

1. Prepare written responses to requests for information or clarifications.
2. Review submittals from the Contractor.
3. Prepare construction "Record Drawings" based upon clear and legible re-line mark-ups and other information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" 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.

## **H. Construction Control Survey**

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of the project.

## **SPECIAL SERVICES:**

### **I. Easement Documents**

1. Prepare permanent and or temporary easement documents with field notes and drawings signed and sealed by a licensed surveyor on a per parcel basis.

### **The Following Assumptions Are Made:**

- The proposed project will be reconstructed within the existing right-of-way.
- No additional right-of-way or easements will be required to complete the project.
- Project design will proceed without interruption from project initiation to completion.

### **Services to be provided to UEG by the City:**

The following items are to be provided to UEG prior to the start of survey and design.

- As-Built plans of project area improvements.
- Bid document forms other than bid schedule.
- Pavement structure design, if non-standard.
- Utility Company contact information.
- Sample plan set.

### **Services Not provided by UEG:**

The following is a list of services that are not part of this original scope, unless specifically included in the Detailed Scope of Services for each project segment. These services may be provided later at an additional fee:

- Geotechnical services before and during construction.
- Separate permanent signing plans.
- Separate pavement striping plans.
- Pavement structure or subgrade design.
- Drainage or hydraulic studies.
- Design of storm water detention facilities.
- Preparation of temporary and/or construction easements or right of way documents. The need for these will be identified as part of this scope. The preparation of the documents can be performed as extra services.
- Construction Phase Surveying Services not specifically indicated above.
- Permitting
- Public/resident contact and coordination.
- SUE other than the utility coordination and survey services described above.
- Structural design.
- Electrical and/or lighting design.

**EXHIBIT B  
SCHEDULE OF WORK**

**DALLAS NORTH ESTATES No. 5 – STREETS RECONSTRUCTION**

ACTIVITY	COMPLETION TIME (Calendar Days)
1. Notice to Proceed	
2. Research and Data Collection	2
3. Design Survey	42
4. Preliminary Design	98
5. City Review	21
6. Final Design (Pre-Final Submittal) / ROW & Easement Documents	30
7. City Review	21
8. Final Design/Documents for Bidding	14
9. City Review	7
10. Advertise for Bids	14
11. Receive Bids	3
12. Recommendation	5
13. Prepare Council Agenda	14
14. Council Award	7
15. Prepare/Execute Contract	21
16. Schedule Preconstruction Meeting	7
17. Notice to Proceed	7
18. Construction	300

**EXHIBIT C  
COMPENSATION AND METHOD OF PAYMENT**

**DALLAS NORTH ESTATES No. 5 – STREETS RECONSTRUCTION  
PROJECT No. 6653**

Services performed under this Engineering Services Agreement shall be paid on a lump sum basis at the amounts shown on the breakdown below:

<b>TASK</b>	<b>FEE</b>
<u><i>BASIC SERVICES</i></u>	
A. Research and Data Collection	\$0,0
B. Design Survey	\$39,760
C. Preliminary Design	\$97,590
D. Final Design	\$65,565
E. Revised Final Design	\$33,065
F. Bid Phase Services	\$2,380
G. Construction Administration	\$5,040
H. Construction Control Survey	\$4,000
<b>SUBTOTAL BASIC SERVICES</b>	<b>\$247,400</b>
<u><i>DIRECT COSTS</i></u>	
I. Reimbursables	\$5,350
<b>SUBTOTAL DIRECT COST</b>	<b>\$5,350</b>
<u><i>SPECIAL SERVICES</i></u>	
J. Easement Documents / Submittals Support	\$0.00
<b>SUBTOTAL SPECIAL SERVICES</b>	<b>\$0.00</b>
<b>TOTAL FEE</b>	<b>\$252,750</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.)

### Coverages Required

### Limits (Figures Denote Minimums)

<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



## EXHIBIT "E"

### AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

#### **A. No Prohibited Interest**

I, the undersigned, declare that I am authorized to make this statement on behalf of **URBAN ENGINEERS GROUP, INC.**, a corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **URBAN ENGINEERS GROUP, 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."

#### **B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

\_\_\_\_\_ A religious organization.

\_\_\_\_\_ A political organization.

\_\_\_\_\_ An educational institution.

\_\_\_\_\_ A branch or division of the United States government or any of its departments or agencies.

\_\_\_\_\_ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

\_\_\_\_\_ A private club that is restricted to members of the club and guests and not open to the general public.

\_\_\_\_\_ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

**URBAN ENGINEERS GROUP, INC.**

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

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
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:		12/14/2015		
Department:		Technology Services		
Department Head		Carlos Oregon		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
To approve an expenditure for a contract extension for a 60 day period in the amount of \$144,467 for the Microsoft Enterprise Agreement from SHI Government Solutions, Inc. for City of Plano Microsoft Software users 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>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	3,481,583	0	<b>3,481,583</b>
Encumbered/Expended Amount	0	-819,269	0	<b>-819,269</b>
This Item	0	-144,467	0	<b>-144,467</b>
BALANCE	0	2,517,847	0	<b>2,517,847</b>
<b>FUND(s):     TECHNOLOGY SERVICES FUND</b>				
<p><b>COMMENTS:</b> Funding for this item is available in the 2015-16 Technology Services budget. Extension of the Microsoft Enterprise Agreement for 60 days, in the amount of \$144,467, will leave a current year balance of \$2,517,847 available for future maintenance agreement expenses or other expenditures for Technology Services.</p> <p><b>STRATEGIC PLAN GOAL:</b> Extending the current enterprise agreement to facilitate the efficient administration of licenses for Microsoft products relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Per the recommendation memo.				
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 local governments to seek competitive bids for items. (Department of Information Resources Contract No. DIR-SDD-2503, City of Plano Contract No. 2014-59-O)				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** November 10, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Carlos Oregon, Interim Technology Services Director  
**Subject:** Microsoft Enterprise Agreement Extension

Technology Services is recommending the extension, for 60 days, of the Microsoft Enterprise Agreement (EA) with SHI Government Solutions, Inc. (SHI). City Council approved the original purchase on December 9, 2013. SHI continues to hold the master contract with the State of Texas Department of Information Resources for all Microsoft Enterprise Agreement contracts issued to any governmental agency in Texas. The DIR contract number is DIR-SDD-2503 and the City of Plano contract number is 2014-59-O.

The Microsoft Enterprise Agreement allows the City of Plano to use a defined number of licenses for all Microsoft products and perform a true-up at the end of the year. This alleviates the burden of ordering software licenses for each new installation by allowing for a mass update at the end of the year. This facilitates the deployment process and reduces the amount of paperwork required to keep track of licenses for compliance purposes.

Through the Microsoft EA, and the associated Subscription Assurance (SA), there are other benefits provided to the City including training vouchers for technical training, reduced pricing for home use of selected Microsoft software, the ability to upgrade or downgrade licenses based on specific needs, and access to Microsoft's TechNet portal for early access to software and problem resolution. If these features were purchased individually they would cost substantially more than as part of the SA bundle.

If we do not extend our Microsoft EA, the City of Plano will have to purchase licenses for all the Microsoft products that are currently being used at retail prices. This cost for procuring all these licenses would be substantially more than the extension cost of the EA.

This will be a two month extension of the current agreement in the amount of \$144,466.90.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/14/2015		
Department:		Human Resources		
Department Head		Shante' Akafia		
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Garland, Texas to allow employees of each city to participate in training classes offered by the other city, 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 checked="" 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	1,000	3,000	<b>4,000</b>
BALANCE	0	1,000	3,000	<b>4,000</b>
<b>FUND(S):     GENERAL FUND</b>				
<b>COMMENTS:</b> Approval of this item will result in \$4,000 in annual revenue from the City of Garland to the City of Plano for employee training. The estimated annual amount of revenue to be earned in FY 2015-16 is \$1,000. The estimated future annual revenue amount is \$3,000, which will be earned if renewed annually.				
<b>STRATEGIC PLAN GOAL:</b> Providing employee training through an Interlocal Agreement relates to a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Interlocal Agreement by and between the City of Plano and the City of Garland, Texas allow the City of Garland's employees to take classes offered by the City of Plano Professional Development Center. This agreement shall commence upon the effective date hereof; provided however, that each party shall have the right and option to extend the term hereof by three additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term. (City of Plano Tracking #2016-0012-I)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution and Interlocal Agreement				

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Garland, Texas to allow employees of each city to participate in training classes offered by the other city, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms of thereof; and

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between City of Plano and City of Garland for educational services, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

**Section I.** The terms and conditions of the 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 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** on this the 14th day of December, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND THE CITY OF GARLAND, TEXAS  
FOR EMPLOYEE TRAINING PROGRAMS  
2016-0012-1**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and the **CITY OF GARLAND, TEXAS**, a Home-Rule Municipal Corporation hereinafter referred to as "Garland", as follows:

**W I T N E S S E T H:**

**WHEREAS**, Plano and Garland are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

**WHEREAS**, the Act provides authority for entities such as Plano and Garland to enter into an interlocal agreement with one another to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, both cities provide Business Productivity education courses ("Program") and desire to extend such Program to employees of both cities; and

**WHEREAS**, Plano and Garland have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

**WHEREAS**, the Program will provide employees of both cities with additional knowledge and skills to more effectively serve the citizens.

**NOW, THEREFORE**, Plano and Garland, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.  
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that each party shall have the right and option to extend the term hereof by three additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

**II.  
THE PROGRAM**

The parties agree that Plano and Garland shall offer the business productivity training courses as identified in Exhibit "A" attached hereto and incorporated herein by reference. The parties understand and agree that deviations or modifications in the courses, fees and/or conditions provided for in Exhibit "A" may be authorized from time to time by the respective City Manager or designee, but said authorization must be made in writing and provided pursuant to the Notice provision of this Agreement.

### III. ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Garland and Plano shall each designate a program liaison that will manage program details and work with the other party's program liaison in content and logistics planning. Garland and Plano shall provide the other party with reasonably necessary student-employee information for the purpose of registration and documentation. Garland and Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of their respective city.
2. Both Plano and Garland shall provide curriculum design, program delivery, assembly of program materials, and development of materials for participants for Program courses being presented in their respective cities.

### IV. CONSIDERATION / FEES

A. In consideration for providing the Program courses as specified in Exhibit "A", each party whose employees receive such training shall pay the city providing the Program services according to the terms set out in Exhibit "A" attached hereto and made a part hereof. Upon delivery of Program services, and presentation of a properly documented invoice, the party receiving the Program services under this Agreement shall promptly, and in any case within thirty (30) days, pay the providing party the full amount of the invoice. All payments for services will be made from current revenues available to the paying party.

B. Plano and Garland recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Plano and Garland herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano or Garland, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Program, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

### V. TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. The obligation of the parties to pay any and all fees and costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

### VI. RELEASE AND HOLD HARMLESS

Each Party shall accept responsibility for any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring during the Program or while traveling to or from the Program. Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence

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

In the event of joint and concurrent negligence, Garland and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

#### VII. NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

<b>City of Garland Representative</b>	<b>City of Plano Representative:</b>
Susan Fair	Debbie Speed
Workforce Engagement and Development Administrator	Training Coordinator
Human Resources	Human Resources Department
City of Garland	City of Plano
200 N. Fifth Street	1520 Avenue K
Garland, Texas 75040	Plano, Texas 75074
972-205-2476	(972) 941-7217

#### VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer 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. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Garland has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide upon request written documentation evidencing the grant of approval by its respective governing body.

**IX.  
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**X.  
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.  
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.  
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.  
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this Agreement. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

**XIV.  
EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

**CITY OF GARLAND, TEXAS**

Date: 11-19-15

By:   
Bryan Bradford  
CITY MANAGER

APPROVED AS TO FORM:

  
Brad Neighbor, CITY ATTORNEY

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_  
Diane Palmer-Boeck  
CHIEF PURCHASING OFFICER

APPROVED AS TO FORM

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS           §  
   §  
COUNTY OF DALLAS   §

19 E.M.

This instrument was acknowledged before me on the 20<sup>TH</sup> day of NOVEMBER, 2015, by BRYAN BRADFORD, City Manager of CITY OF GARLAND, TEXAS, a Home-Rule Municipal Corporation, on behalf of said corporation.



Elisa Morales  
Notary Public, State of Texas

STATE OF TEXAS           §  
   §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by DIANE PALMER-BOECK, Chief Purchasing Officer of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

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

## Exhibit A

### Scope of Services

The City of Plano would like to partner with the City of Garland regarding training courses for city employees. This is a mutual agreement whereby either party may offer training to the other city through their respective HR Departments.

Training classes available to the employees include:

Leadership
Management
Customer Service
Diversity
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Full day class = \$110.00
Half day class = \$65.00
2 hour class = \$35.00
1.5 hour class = \$25.00
40 Hr. Conflict Mediation = \$ 335.00
"Leadership for the 21st Century" = \$1650.00

#### Special Courses:

Conflict Mediation 40 hour certification course. \$300.00 plus manual cost of \$35.00.

7 Habits = \$285.00 plus manual cost of \$125.00

Six month "Leadership for the 21st Century" = \$1650.00

Courses taught by Garland McWatters and other instructors having additional materials costs will be noted in the email course announcement to your city.

#### Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 3 business days notification prior to the start of the class. No shows will be billed.

Courses taught by Garland McWatters and a few other instructors will have a cancellation deadline of two weeks prior to the class. This is due the printing costs of specialized materials. This will be noted in the email course announcement to your city.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/14/15			
Department:	Economic Development				
Department Head	Sally Bane				
Agenda Coordinator (include phone #): <b>Paula Date X 8306</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Economic Development Incentive Agreement by and between the City of Plano, Texas and Optimal Blue, LLC, a Texas limited liability company; authorizing its execution by the City Manager or his 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>2016-17 through 2021-22</b>	Prior Year (CIP Only)	Current Year	Future Years	<b>TOTALS</b>
Budget		0	43,292,637	0	<b>43,292,637</b>
Encumbered/Expended Amount		0	-420,000	-24,866,155	<b>-25,286,155</b>
This Item		0	-31,200	0	<b>-31,200</b>
BALANCE		0	42,841,437	-24,866,155	<b>17,975,282</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 Optimal Blue, LLC, a Texas limited liability company, for a First Amendment to the Economic Development Incentive Agreement dated August 6, 2014 to provide for additional incentives to facilitate expansion.					
<a href="http://goo.gl/maps/lwYmN">http://goo.gl/maps/lwYmN</a>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution First Amendment to the Economic Development Incentive Agreement					

**A Resolution of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Economic Development Incentive Agreement by and between the City of Plano, Texas and Optimal Blue, LLC, a Texas limited liability company; 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 the City of Plano (“City”) and Optimal Blue, LLC, a Texas limited liability company ("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 August 6, 2014; and

**WHEREAS**, the Company has complied with the terms of the initial Economic Development Incentive Agreement and now desires to expand its business in the City by occupying additional office space and transferring or creating additional job equivalents; and the parties desire to amend said Economic Development Incentive Agreement to provide additional incentives to facilitate the expansion; 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 First Amendment.

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

**DULY PASSED AND APPROVED** this the 14th day of December, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

<p><b>THE STATE OF TEXAS</b></p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p><b>COUNTY OF COLLIN</b></p> <p>§</p>	<p><u><b>First Amendment to the Economic Development Incentive Agreement by and between City of Plano, Texas and Optimal Blue, LLC, a Texas limited liability company</b></u></p>
--	---

This First Amendment to the Economic Development Incentive Agreement (hereinafter “First Amendment”) is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter “City”), and **OPTIMAL BLUE, LLC**, a Texas limited liability company (hereinafter “Company”), acting by and through their respective authorized officers and representatives.

**WITNESSETH:**

**WHEREAS**, City and Company entered into an Economic Development Incentive Agreement on August 6, 2014 (hereinafter “Agreement”) to promote economic development, stimulate commercial activity and enhance the tax base of the City; and

**WHEREAS**, Company plans to expand the Property and add \$765,000 of additional Real Property improvements, \$235,000 of additional Business Personalty Property, occupy an additional 17,000 square feet at the Real Property and transfer or create up to 80 additional Job Equivalents at the Real Property by December 31, 2016; and

**WHEREAS**, City and Company desire to amend said Agreement to provide an additional grant to help Company in the above-referenced expansion.

**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, Article III of the Agreement is amended to read in its entirety as follows:

**“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 August 31, 2014, occupy the office space on the Real Property and maintain occupancy throughout the term of the Agreement; and

(b) By August 31, 2014, create or transfer at least 90 Job Equivalents and maintain the Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) By December 31, 2016, and subject to maintaining the required number of Job Equivalents pursuant to Article III, Section (b) herein, Company may create or transfer up to 80 additional Job Equivalents and maintain those 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."

## II.

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Article IV, Section 4.01 of the Agreement is amended to read in its entirety as follows:

"4.01 **Grant.** The City agrees to provide the Company a cash grant of up to One Hundred Thirty-Two Thousand Six Hundred Dollars (\$132,600) 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."

## III.

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Article IV, Section 4.02 of the Agreement is amended to read in its entirety as follows:

"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 August 31, 2014, Company shall occupy the office space and transfer or create at least 90 Job Equivalents to the Real Property and maintain the Job Equivalents for a minimum of 180 days to be eligible to receive a payment of Seventy Thousand Two Hundred Dollars (\$70,200). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III, Sections (a) and (b) not earlier than February 28, 2015 and not later than May 31, 2015. 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 unless the City reasonably objects to the certification. (Subsequently, Company has received a grant payment of Seventy Thousand Two Hundred Dollars (\$70,200) for this category.)

(b) By December 31, 2016 and subject to the Company transferring, creating and maintaining the minimum number of Job Equivalents required pursuant to Section 4.02(a) herein, Company may add up to an additional 80 Job Equivalents for a total maximum number of 170 Job Equivalents at the Real Property to be eligible to receive a second (2nd) grant payment of up to Sixty-Two Thousand Four Hundred Dollars (\$62,400) which may be pro-rated at Seven Hundred Eighty Dollars (\$780) for each 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(c) below certifying the number of Job Equivalents added pursuant to Article III (c) and compliance with Article III (a) and (b) not later than January 31, 2017 to be eligible for the second (2nd) 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.**

(c) Beginning January 31, 2016, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31st 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 31st 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.**

(d) All certifications must be executed by the Company's chief executive or financial officer."

#### IV.

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Exhibit "B" shall be replaced by Exhibit "B1".

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:

OPTIMAL BLUE, LLC, a Texas limited liability company

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

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

**EXHIBIT "B1"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

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

\_\_\_\_\_ a. I hereby certify that Optimal Blue, LLC is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which Optimal Blue, LLC 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 Job Equivalents was \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that Optimal Blue, LLC is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which Optimal Blue, LLC has received a grant payment. I further certify that as of December 31 of the prior year, the number of 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 2017 ONLY IF APPLICABLE)** I hereby certify that Optimal Blue, LLC is in compliance with all terms and conditions of the Agreement and that as of December 31, 2016, Optimal Blue, LLC has added \_\_\_ total number of Job Equivalents (not to exceed 80), in addition to the 90 initial Job Equivalents, and is entitled to receive a second (2nd) grant payment in accordance with Section 4.02(b). I further certify that as of December 31 of the prior year, the total number of Job Equivalents was \_\_\_\_\_.

ATTEST:

OPTIMAL BLUE, LLC, a Texas limited liability company

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

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

\_\_\_\_\_  
Date

NOTE:

**This form is due by January 31 of each year beginning on January 31, 2016, 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, TX 75086-0358

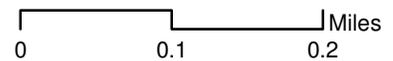
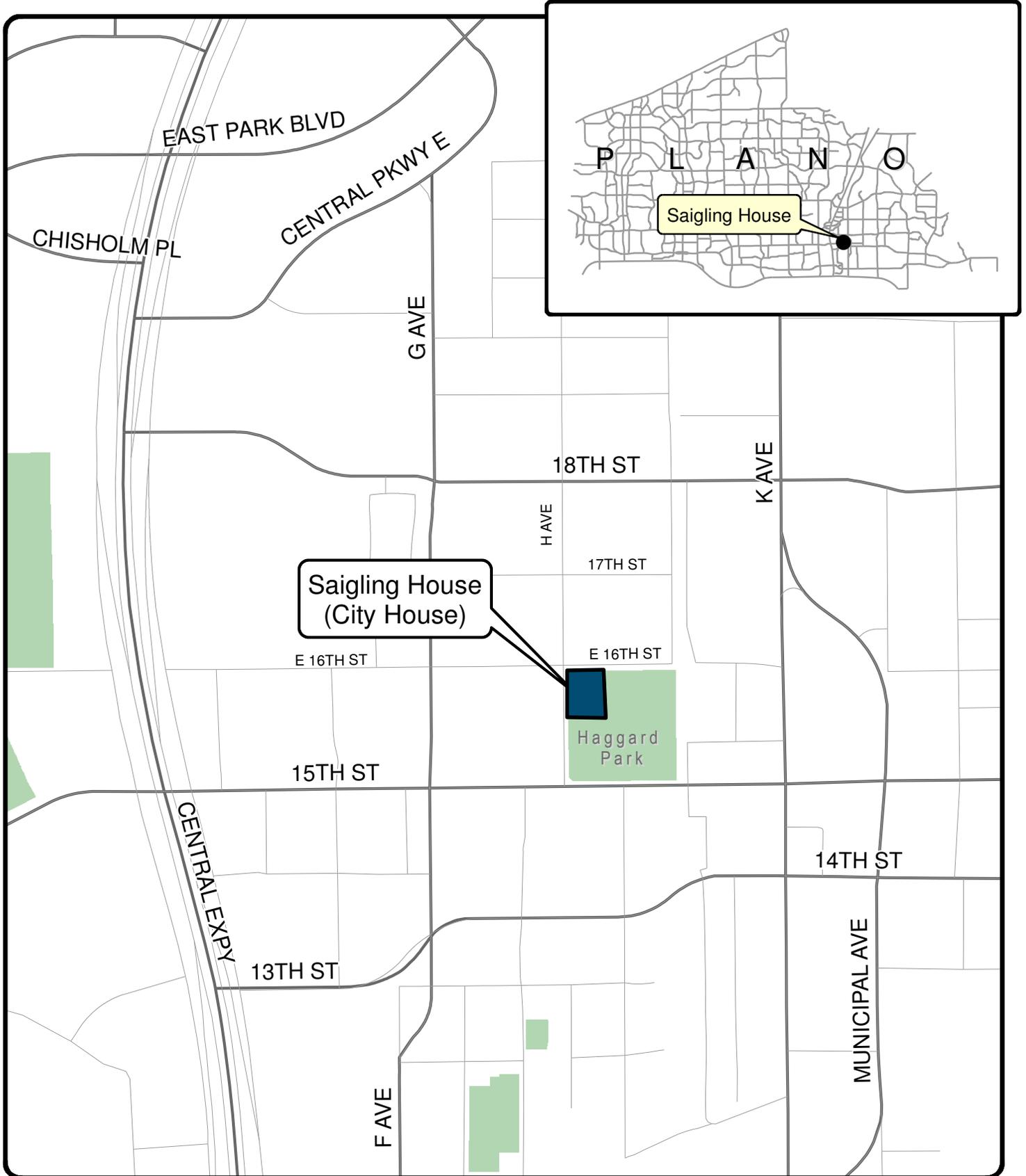


# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/14/15			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, authorizing a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Renovation Phase 3 Construction for a Guaranteed Maximum Price (GMP) of \$2,993,436; authorizing the City Manager, or his designee, to execute the necessary contract documents; 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>2015-16, 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		1,087,665	3,308,992	400,000	<b>4,796,657</b>
Encumbered/Expended Amount		-1,087,665	-685,553	0	<b>-1,773,218</b>
This Item		0	-2,623,196	-370,240	<b>-2,993,436</b>
BALANCE		0	243	29,760	<b>30,003</b>
<b>FUND(S):    CAPITAL RESERVE FUND, PARK IMPROVEMENTS CIP, TIF II FUND</b>					
<p><b>COMMENTS:</b> Funding is available for this item in the 2015-16 Capital Reserve CIP and Park Improvements CIP, as well as outlined in the TIF II Project and Finance Plan. Restoration and construction for the Saigling House Renovation project's third phase, in the amount of \$2,993,436, will leave a balance of \$30,003 in the Park Improvements CIP and Park Capital Reserve CIP for future projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Renovating and construction of the Saigling House relates to the City's goals of Exciting Urban Centers - Destination for Residents and Guests and Great Neighborhoods - 1st Choice to Live.</p>					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo					
Project Location Map: <a href="https://goo.gl/maps/qxpo8uT1kDB2">https://goo.gl/maps/qxpo8uT1kDB2</a>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map Memorandum Resolution					

# Location Map

Saigling House located at 902 East 16th Street





# Memorandum

**Date:** November 12, 2015

**To:** Nicole Mucha, Purchasing Department

**From:** Elizabeth Del Turco, Park Planning

**Subject:** Saigling House Renovation CMAR Services, Phase 3 Construction

## **Purpose of Agenda Item**

This agenda item is for consideration of a Guaranteed Maximum Price (GMP) Amendment with Phoenix 1 Restoration and Construction, Ltd for a GMP of \$2,993,436 to provide for complete rehabilitation of the Saigling House along with adjacent improvements within Haggard Park.

## **Project History**

Saigling House was built in 1906, and is located at 902 East 16<sup>th</sup> Street, on the northwest corner of Haggard Park. The house was previously owned and operated by CITY House, and was purchased by the City of Plano in 2012 with the agreement that CITY House would be allowed to occupy the premises until August 10, 2015. With the passage of Resolution 2014-12-13(R), Council approved the Memorandum of Understanding (MOU) between the City of Plano and the ArtCentre of Plano to rehabilitate, restore, and repurpose the House to provide gallery space, classrooms, offices, and special events.

Staff met with area residents, the Historic Downtown Property Owners' Association, the Saigling family, and the City of Plano Heritage Commission for seven months to develop a plan for the rehabilitation of the house, and the integration of the property into Haggard Memorial Park. The current plan is a result of those meetings.

## **Proposed Improvements**

This is an extensive project. The House façade, covered front porch and side porch will be fully restored. The main entrance will be placed in the back of the building to reduce traffic to the residents, and orient the facility toward the park and the Downtown Arts District. The interior will be converted to provide gallery space for art exhibitions and special events downstairs, with classrooms and offices on the second floor. The facility will be fully accessible with a Limited Use Limited Access (LULA) elevator, new plumbing and restrooms, new electrical wiring, roof, fire sprinklers, environmental controls, and a catering staging area.

To accomplish the goal of integrating the House with Haggard Park, extensive renovations to the grounds will be made, including a new terraced deck to compliment the main entrance at the back of the house, accessible walks, site and security lighting, a separate restroom facility compatible with the residential aesthetic of 16<sup>th</sup> Street, and patio to accommodate outdoor events.

Additional parking and streetscape improvements will provide sidewalk connections to the park, to the DART station along 16<sup>th</sup> Street, and 18 parking spaces on H Avenue that may also be shared by the Cox Playhouse and the Courtyard Theatre. New fencing will replace existing to partially enclose the property for future events. There will be irrigation enhanced landscaping along this perimeter.

**Construction Manager At Risk Selection Process**

Three firms submitted their qualifications to provide Construction Manager at Risk (CMAR) services to the City of Plano for the Saigling House Architectural Renovation project. Phoenix 1 Restoration and Construction, Ltd was selected as the most qualified firm to provide these services, and a contract was entered into with them to provide preconstruction services.

**Phase 3 Funding and GMP**

The previous estimate for Phase 3 was \$2,382,121. The proposed GMP of \$2,993,436, which includes a \$100,000 Owner's Contingency allowance, exceeds that estimate. Additional funding is available through the Parks Capital Reserve Fund and TIF Funding.

**Total Project Cost**

Design Fees, Historic Designation - \$524,562.

Asbestos abatement, new water meters and taps, data conduit - \$28,367.

Construction Manager at Risk (CMAR) Professional Services Agreement (In Progress) – Contractor will render an ongoing opinion of probable cost and value engineering throughout the finalization of construction plans for a flat fee of \$4,800.

Phase 1 Construction – Phoenix 1 Restoration and Construction, Ltd has completed Phase 1 for the Guaranteed Maximum Price (GMP) \$49,750 to secure the house and grounds, and conduct selective demolition in the interior of the House.

Phase 2 Construction – Phoenix 1 Restoration and Construction, Ltd has completed Phase 2 for the Guaranteed Maximum Price (GMP) \$40,396 to conduct selective demolition on the exterior of the House.

Phase 3 Construction – With City Council approval, a Guaranteed Maximum Price (GMP) Amendment with Phoenix 1 Restoration and Construction, Ltd will be executed for a GMP of \$2,893,436, plus Owner's Contingency of \$100,000 to provide for complete rehabilitation of the House.

Total \$3,641,311

**Available Project Funding**

Funding for the Saigling House Architectural Renovation is available from the following sources:

1. Capital Reserve Funds	\$1,550,000
2. Park Bond Funds	\$ 500,000
3. Tax Increment Funding	\$ 800,000
4. ACNT Directed Donations	\$ 500,000
5. ArtCentre Capital Contributions	<u>\$ 300,000</u>
Total	\$3,650,000

**Project Schedule**

Work is expected to be complete by December of 2016.

cc: Frank Turner, Deputy City Manager  
Amy Fortenberry, Director of Parks and Recreation  
Robin Reeves, Chief Park Planner

**A Resolution of the City of Plano, Texas, authorizing a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Renovation Phase 3 Construction for a Guaranteed Maximum Price (GMP) of \$2,993,436; authorizing the City Manager, or his designee, to execute the necessary contract documents; and providing an effective date.**

**WHEREAS**, the City of Plano has engaged in a request for qualifications for phased renovation of the Saigling House, which having been constructed as a residential home in 1906, is being renovated to support a new operational revenue generating public art gallery, classrooms, and events space; and

**WHEREAS**, Phoenix 1 Restoration and Construction, Ltd. has been selected as the most qualified firm to provide Construction Manager At Risk services for the construction of Saigling House Renovation Phase 3; and

**WHEREAS**, the City Council wishes to establish a Guaranteed Maximum Price of \$2,993,436 for the construction of Saigling House Renovation Phase 3; and

**WHEREAS**, upon full review of all matters attendant and related thereto, the City Council is of the opinion that the City Manager, or his designee, should be authorized to execute a Guaranteed Maximum Price of \$2,993,436 for the Saigling House Renovation Phase 3 construction project.

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

**Section I.** A Guaranteed Maximum Price of \$2,993,436 for construction of Saigling House Renovation Phase 3 has been established and reviewed by the City Council of the City of Plano, Texas, and found to be in the best interest of the City of Plano and its Citizens and is hereby in all things approved.

**Section II.** The City Manager or his designee is authorized to execute a Guaranteed Maximum Price Amendment and all other necessary documents with Phoenix 1 Restoration and Construction, Ltd. for the construction of the Saigling House Renovation Phase 3 with a GMP of \$2,993,436.

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of December, 2015.

\_\_\_\_\_  
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:		12/14/15		
Department:		City Manager		
Department Head		P. Jarrell - Special Projects		
Agenda Coordinator (include phone #): <b>M. Martinez - 7122</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and SWC Tollway &amp; 121, LLC, a Delaware limited liability company for the construction and installation of certain public infrastructure and improvements within the public rights-of way within and near the Legacy West development; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<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>2015-2016</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	1,500,000	0	<b>1,500,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-1,500,000	0	<b>-1,500,000</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2015-16 Street Improvements CIP, and can be carried forward to 2016-17 if necessary. This agreement to reimburse public improvements in the Legacy West development up to \$1,500,000 could utilize all of the budgeted funds for this project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Reimbursing some of the expenses of constructing public improvements by private developers relates to the City's goals of a Strong Local Economy and Exciting Urban Centers - Destination for Residents and Guests.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This development agreement provides the terms and conditions for funding of public improvements in the Legacy West development and in the Legacy Drive right-of-way east of the Dallas North Tollway. The improvements include raised median landscape planters, enhanced intersection pavement and new street lights. The Legacy West developer will install the improvements and be reimbursed up to \$1.5 million by the City.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Development Agreement				

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and SWC Tollway & 121, LLC, a Delaware limited liability company for the construction and installation of certain public infrastructure and improvements within the public rights-of way within and near the Legacy West development; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented an economic development incentive agreement between the City of Plano (the "City") and SWC Tollway and 121, LLC, (the "Developer") a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as "Agreement;" and

**WHEREAS**, the City has determined funding certain public improvements 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, will promote local economic development, and will stimulate business and commercial activity in the City; and

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

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

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager or his 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.** The City Manager, at his discretion, is hereby authorized to extend the deadline dates contained within the Agreement upon the written request of SWC Tollway & 121, LLC.

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of December, 2015.

---

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 SWC Tollway & 121, LLC, a Delaware limited liability company (“Developer”), acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, the Developer of Legacy West is developing, 136+ acres, located west of the Dallas North Tollway between Legacy Drive on the south and Sam Rayburn Tollway on the north, in Plano, Texas (the “Property”), and is in the process of retaining and securing business enterprises at the Property; and

**WHEREAS**, the Developer is also replacing public infrastructure improvements within the public right-of-way of Legacy Drive east of the Dallas North Tollway; and

**WHEREAS**, the City of Plano finds that the development of Legacy West and replacement of public infrastructure is a vital part of the City’s economy, and recognizes that action to build and diversify the area will achieve an important public benefit and stimulate the local economy; 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 funding certain public improvements 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:

“Developer” shall mean SWC Tollway & 121, LLC, a Delaware limited liability company.

“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 Developer’s operations in the City. An economic down turn shall not constitute an event of force majeure.

“Property” shall mean 136+ acres located west of the Dallas North Tollway between Legacy Drive on the south and the Sam Rayburn Tollway on the north, Plano, Texas, also known as Legacy West, and the public right-of-way of Legacy Drive east of the Dallas North Tollway to Parkwood Boulevard.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2016, unless terminated earlier as provided herein.

## **Article III Obligations of Developer**

3.01 **Construction of Development and Public Improvements.** In consideration for the grant of public funds as set forth in Section 4.01 below, the Developer agrees to install certain public improvements as described in Section 4.02 below and will develop the Property with a mix of uses including corporate offices and retail space, use its best efforts to retain and/or secure business enterprises at the Property located in the City of Plano, and to ensure certain items listed below are maintained as described.

3.02 **Timing.** The public improvements must be completed, inspected and accepted by the City by December 31, 2016. In the Event of Force Majeure, Developer must give City a written notice, within fifteen (15) days of the Event, which states the basis for an adjustment in time.

## **Article IV Obligations of the City**

4.01 **Amount.** The City agrees to fund certain infrastructure improvements described below, in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). The Developer shall be reimbursed no later than 30 days following a written request to the City for reimbursement.

4.02 **Items.** City will reimburse the Developer for the actual cost of construction and installation of the following improvements located within the public rights-of-way located east and west of the Dallas North Tollway, and as shown in Exhibit “A”, attached hereto:

- (a) Raised median landscaping and enhanced street lighting on Legacy Drive and Headquarters Drive between the Dallas North Tollway and Communications Parkway.
- (b) Enhanced street lighting on Legacy Drive between the Dallas North Tollway and Parkwood Boulevard.
- (c) Brick paver crosswalks at the intersections of Headquarters Drive with Communications Parkway and with Windrose Avenue.

4.03 **Phasing of Payments** – The Developer may request phased reimbursement after the completion of each segment of improvements as defined in Section 4.02 above. The City will issue a payment after the improvements have been inspected and accepted.

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

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

- (a) Two (2) years from the end of the Agreement period; or
- (b) The period required by other applicable laws and regulations.

5.02 Developer 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 Developer pertaining to this Agreement. In no event shall City’s access to Developer’s Records include any access to any personal data of any employees except to confirm payroll information compliance. Developer shall not be required to disclose to the City any information that by law Developer is required to keep confidential. Any information that is not required by law to be made public shall be kept confidential by City.

#### **Article VI Default**

6.01 **Breach of Terms and Conditions.** If either party breaches any of the terms and conditions herein during the term of this Agreement, it shall be an event of default.

6.02 **Violation of Employment Statutes.** If at any time during the term of this Agreement the Developer 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 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 funds and interest shall be due not later than 120 days after the date the City notifies the Developer of the conviction.

## **Article VII Termination**

7.01 **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.

7.02 **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 VIII Assignment**

8.01 **Conditions of Assignment.** This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Developer 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 Developer as long as the Developer 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.

8.02 **Written Approval.** For any assignment not covered by (a) or (b) in the preceding paragraph, the Developer must obtain the written prior approval of the City through its City Manager 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.

8.03 **Timing of Agreement.** 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 IX Miscellaneous**

9.01 **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.

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

9.03 **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.

9.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) business 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 Developer:  
SWC Tollway & 121 LLC  
Attention: Fehmi Karahan  
7200 Bishop Road, Suite 250  
Plano, Texas 75024

With Copy to:  
Grogan & Brawner, P.C.  
Attention: R. J. Grogan, Jr.  
2808 Fairmount, Suite 150  
Dallas, Texas 75201

9.05 **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

9.06 **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.

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

9.08 **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.

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

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

9.11 **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:

SWC TOLLWAY & 121, LLC, a Delaware  
limited liability company

By: Team Legacy Land, LLC  
a Texas limited liability company,  
its Manager

By: \_\_\_\_\_  
Fehmi Karahan, President

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

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**           §

§

**COUNTY OF COLLIN**       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **Bruce D. Glasscock, City Manager** of the **City of Plano, Texas**, a Home Rule Municipal Corporation, on behalf of said corporation.

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

**STATE OF TEXAS**           §

§

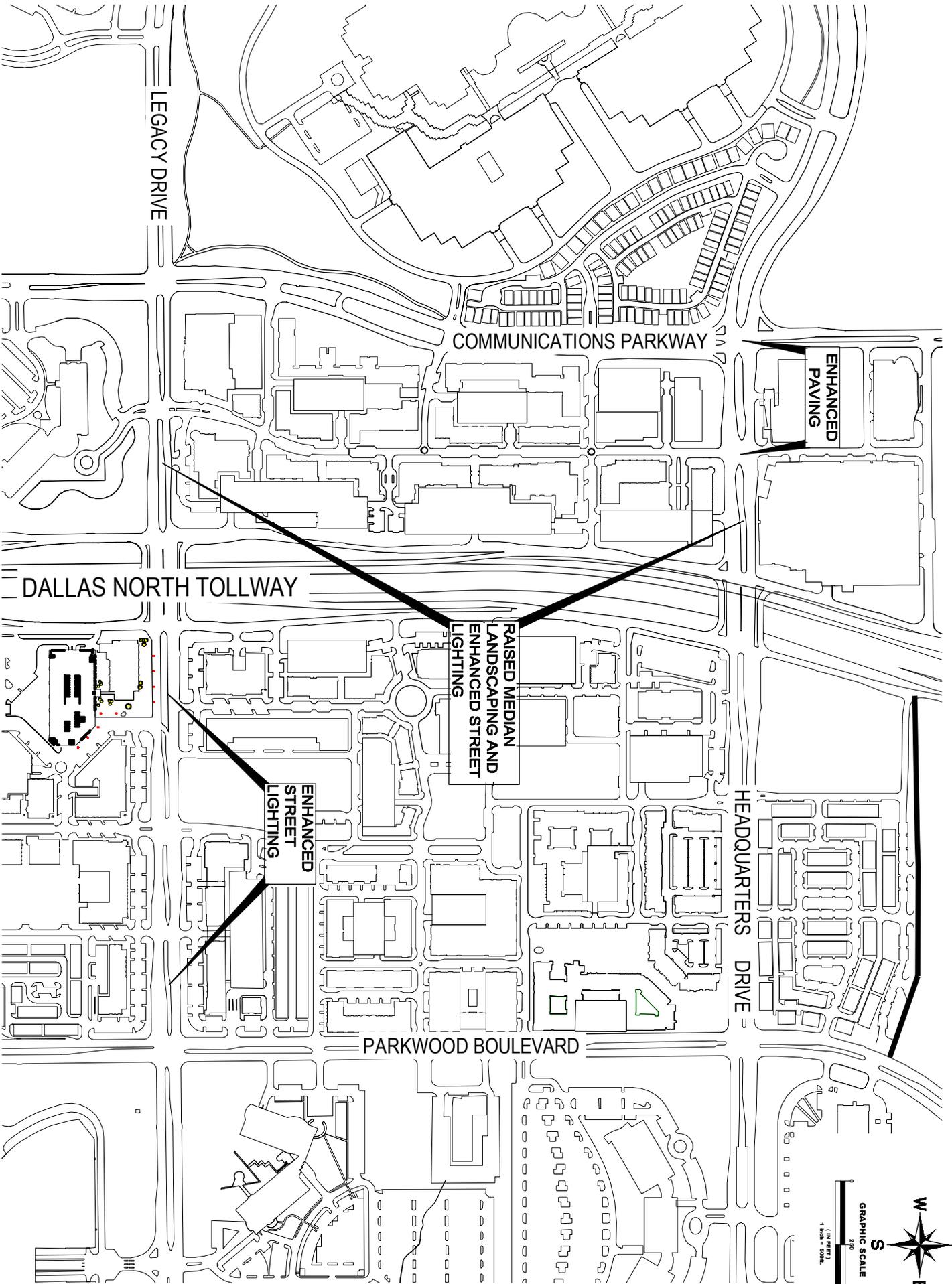
**COUNTY OF COLLIN**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **Fehmi Karahan, President of Team Legacy Land, LLC.**, a Texas limited liability company, Manager of SWC Tollway & 121 LLC, a Delaware limited liability company, on behalf of said limited liability company.

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

My Commission Expires:

\_\_\_\_\_



ENHANCED  
PAVING

COMMUNICATIONS PARKWAY

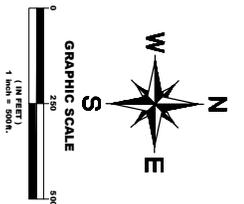
DALLAS NORTH TOLLWAY

RAISED MEDIUM  
LANDSCAPING AND  
ENHANCED STREET  
LIGHTING

ENHANCED  
STREET  
LIGHTING

HEADQUARTERS  
DRIVE

PARKWOOD BOULEVARD





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/14/15			
Department:		City Manager			
Department Head		P. Jarrell - Special Projects			
Agenda Coordinator (include phone #): <b>M. Martinez - 7122</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, approving the amended terms and conditions of a development agreement by and between the City of Plano and 14 <sup>th</sup> and J, LLC for development of Municipal Center South; 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>2015-16; 2016-17; 2017-2018</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	8,769,601	0	<b>8,769,601</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-2,150,000	0	<b>-2,150,000</b>
BALANCE		0	6,619,601	0	<b>6,619,601</b>
<b>FUND(S):    TIF2 FUND</b>					
<p><b>COMMENTS:</b> Funding for this agreement was identified in the TIF2 Project and Financial Plan. This item, in the amount not to exceed \$2,150,000, will leave a current year balance of \$6,619,601 available for other TIF2 expenditures.</p> <p><b>STRATEGIC PLAN GOAL:</b> Facilitating redevelopment in and around Downtown Plano relates to the City's goal of Exciting Urban Centers - Destination for Residents and Guests.</p>					
<b>SUMMARY OF ITEM</b>					
Please see attached memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, Agreement					

**Date:** December 3, 2015

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

**From:** Phyllis M. Jarrell, Special Projects Director

**Subject:** Municipal Center South Redevelopment

Attached for City Council's consideration is a revised development agreement outlining the City's arrangement with 14th and J, LLC (a subsidiary of Southern Land Company) for the redevelopment of the Municipal Center South and the Christie properties at the northwest corner of 14th Street and K Avenue. The City Council initially approved the development agreement in April, 2015. The revised agreement extends various dates and deadlines for the construction and completion of the project, increases the minimum value of the project, and increases the penalty payment if the developer does not proceed with the project. Under the terms of the amended agreement, demolition will begin by the end of February 2016 and construction will commence by July, 2016 with completion in August, 2018.

The redevelopment site consists of approximately 1.6 acres and includes the Municipal Center South building and parking lot and the Christie property (acquired by the City in 2013), which faces the J Avenue and McCall Plaza parking lot.

The developer is proposing two five story buildings with commercial/restaurant and live/work space on the first floor and apartment units on the upper floors. The buildings will wrap a parking garage consisting of three underground levels and one at-grade level.

The major provisions of the development agreement are as follows:

### **Southern Land's Obligations**

- Construct a mixed-use development of a minimum of 200,000 square feet and structured parking, with a minimum of 175 units and 12,800 square feet of non-residential use, exclusive of the leasing office and other support space. The minimum private investment value of the development shall be \$27,000,000.
- The average unit size shall be 700 square feet, and no more than 80% of the units shall have one bedroom or less.
- Finish out two separate lease spaces for restaurant use.
- Design live/work/flex spaces with taller minimum floor to ceiling heights to support future conversion to commercial use.
- Construct and convey to the City by easement 120 spaces in the parking garage for public parking. 70 public parking spaces are now located in the parking lot on the property.
- Obtain a Certificate of Appropriateness for demolition and approval of the façade and building design of the new structure to replace the Christie buildings.
- Obtain approval of a preliminary site plan.
- Lease a minimum of 400 square feet of space to the City for storage of equipment and supplies for activities and events in the McCall Plaza and J Place parking lot.

- Convey an easement to the city for a new location for a public trash compactor, dumpsters and recycling containers. The existing facility will be relocated during construction and then rebuilt as part of the new development.
- Agree to not make application for ad valorem tax exemptions provided through the Heritage Tax Exemption program.
- Provide documentation of the company's financial ability to complete the development.
- Provide locations for video cameras for security surveillance of the public parking garage and surrounding streets.
- Comply with the timing of commencement of construction and completion of public improvements and the buildings as required in the agreement.

### **The City's Obligations**

- Convey the Municipal Center South and Christie properties to Southern Land, based on their value of \$1.7 million.
- As authorized by Neighborhood Empowerment Zone #1, waive all plan review, permit and building inspection fees, with an estimated value of \$150,000.
- Where necessary, relocate and rehabilitate utility lines on the property and relocate overhead electric lines underground.
- Reimburse Southern Land for eligible expenses for public improvements in an amount not to exceed \$1,250,000.
- Reimburse Southern Land for the cost of 50 spaces in the parking garage that are in excess of the 70 spaces that now exist in the surface lot. The reimbursement shall not exceed \$14,000 per space or a total cost of \$700,000.
- Reimburse the developer for demolition of the buildings on the property, including environmental remediation, up to a maximum of \$200,000. Costs exceeding this amount will be shared equally by the City and the developer.
- Reimburse the developer for the costs of installing conduit and power for security cameras and equipment.

### **Other Provisions**

Provisions for non-performance include a \$200,000 payment to the city if Southern Land does not move forward with the project and close on the properties. After closing, the developer must pay an amount equal to the reimbursement from the City plus the \$1.7 million value of the property if the project is terminated prior to completion of the improvements or if the developer fails to commence construction. If the parking garage is damaged or destroyed, the developer must pay a fee to the city until the garage is restored or provide 120 surface parking spaces. If the garage is not repaired or reconstructed, the developer must pay the City for the appraised value of the property (minus improvements) or convey the property itself.

### **Funding**

The City's financial participation in the project is primarily through TIF2 funds. The Christie property was purchased using TIF funds, and reimbursements for public improvements, demolition costs and the payment for 50 additional parking spaces will also be from TIF2. The value of the Municipal Center South property was transferred from the TIF2 account to the General Fund and was used to partially fund construction of the new Parks and Recreation Department offices. Neighborhood Empowerment Zone fee waivers represent funds not collected for the General Fund.

Please let me know if you have questions.

XC: Jack Carr, Assistant City Manager  
Peter Braster, Assistant Director of Special Projects

**A Resolution of the City of Plano, Texas, approving the amended terms and conditions of a development agreement by and between the City of Plano and 14<sup>th</sup> and J, LLC for development of Municipal Center South; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City of Plano (“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**, on April 13, 2015, the City Council approved Resolution No. 2015-4-8(R) for the purpose of approving a development agreement between the City of Plano (the “City”) and 14<sup>th</sup> and J, LLC, hereto referred to as “Developer”, to set forth the terms and conditions for redevelopment of City-owned land located at the northwest corner of K Avenue and 14<sup>th</sup> Street; and

**WHEREAS**, the City Council has now been presented with an amended development agreement between the City and the Developer, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference as “Agreement”; and

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

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

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Agreement between 14<sup>th</sup> and J, LLC and the City 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.** The City Manager, at his discretion, is hereby authorized to extend the deadline dates contained within the Agreement upon the written request of 14<sup>th</sup> and J, LLC.

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of December, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF PLANO, TEXAS AND 14TH AND J, LLC  
FOR DEVELOPMENT OF MUNICIPAL CENTER SOUTH**

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 14th and J, LLC a Delaware limited liability company (“Developer”);

**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, Developer desires to develop approximately 1.6+- acres located at the northwest corner of 14<sup>th</sup> Street and K Avenue, as shown in Exhibit “A” attached hereto (“the Property”); and

WHEREAS, Developer has proposed a development on the Property in substantial compliance with a preliminary project design and concept plan prepared by Developer attached hereto as Exhibit “B” (which design and concept plan, together with all additions, changes and amendments thereto approved by Developer and the City, is referred to in this Agreement as the “Development”); and

WHEREAS, the Development is located in Tax Increment Financing District No. 2 (TIF #2) and a portion of the proposed public improvements (sometimes referred to herein as the “public improvements” and the “Public Improvements”) at the Development are to be funded through the revenue derived by TIF 2 in accordance with the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, to promote development and redevelopment in the area through the use of tax increment financing; 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 in Downtown Plano Vision and Strategy Update, which was 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 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 Developer in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, it is essential to the City's public health, safety and general welfare to assure that the Development is supported by adequate levels of public facilities and services;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

## **SECTION 1. DEVELOPER'S OBLIGATIONS**

A. Prior to closing on the Property, Developer shall perform the following obligations:

1. Develop preliminary plans for the Development, which shall contain approximately 175 residential units and 12,800 square feet of floor space designed for non-residential use, net of floor area dedicated to a leasing office, fitness center and other space used for support of the residential units and net of live/work/flex space. The Development shall total approximately 200,000 square feet in gross floor area (excluding the parking garage), and the average residential unit size shall be approximately 700 gross square feet. The number of units with one bedroom or less shall not exceed eighty percent (80%) of the total number of residential units (excluding any live/work units). A minimum of two separate lease spaces shall be designed for restaurant use, with grease traps, ventilation, plumbing and other installations to support food service and preparation. One of the restaurant lease spaces shall be a minimum 3200 square feet in size, exclusive of outdoor dining areas. Individual flex or live/work units must be designed with a minimum 14.5 foot floor-to-ceiling height, with doors opening to the exterior of the building, and must be a minimum of 700 square feet in size. Commercial space in the portion of the Development facing J Avenue must be constructed with a minimum 17 foot floor-to-ceiling height; and
2. Complete and obtain approval of a preliminary site plan as required by the City's Zoning Ordinance; and
3. Provide documentation to the reasonable satisfaction of the City of financial ability to complete the obligations under this Agreement in the form of a detailed financial statement, an external audit report, a commitment for debt and/or equity financing, or other form acceptable to the City.

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

1. Obtain all necessary permits from the City, which shall not be unreasonably withheld, conditioned or delayed by the City, and begin construction of the Development no later than July 1, 2016, subject to Force Majeure (as defined herein below). Construction shall be deemed to have begun when Developer actually commences site work (e.g., grading or excavation) for the parking garage on the Property (the "Commencement Date");

2. With 90 days of closing on the Property, obtain approval of a Certificate of Appropriateness as required by the city's Heritage Preservation Ordinance for demolition of the existing buildings and for the façade and building design of the development located on the portion of the Property located at 1400 J Avenue;
3. Complete demolition of the surface and subsurface improvements on the Property, including environmental remediation and grading in preparation for construction of the Development, by February 28, 2016.
4. Complete the design, construction, and installation of the private improvements at the Property (sometimes referred to herein as the "private improvements" and the "Private Improvements") 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 private investment value of not less than Twenty Seven Million Dollars (\$27,000,000). The portion of the parking garage at the Development to be conveyed to the City by easement shall be completed on or before March 1, 2018 and the remainder of the Development shall also be completed on or before March 1, 2018. 14th and J, LLC may not transfer ownership of the Property until (i) the City issues a Certificate of Occupancy for the last phase of the Development; or (ii) without the City's consent.
5. Complete the design, construction, and installation of all Public Improvements required to serve the Development (but specifically excluding construction of any off-site utilities not required by Exhibit "C") including demolition, abatement, storm sewer, drainage, utility, paving, lighting, landscape, hardscape and other improvements required by the City, both on-site and off-site, that are described or referred to in Exhibit "C" attached to this Agreement. Public Improvements shall be designed, constructed and installed in a good and workmanlike manner in accordance with all applicable laws, statutes and ordinances, rules and regulations of the City and any other governmental authority having jurisdiction, including, without limitation, the City Right-of-Way Management Ordinance, the City Code of Ordinances and the City Zoning and Subdivision Ordinances. The Public Improvements shall be completed on or before March 2, 2018.
6. On or before August 1, 2018, convey the Public Improvements and dedicate the reconstructed mews street/fire lane to the City free and clear of all liens. The mews street/fire lane shall be dedicated to the city in fee simple. A conveyance to the City shall be evidenced by the plat filed for the Development, and any other instrument which City may reasonably request, and shall include, to the extent assignable, an assignment of all contractors' warranties, if any, and all performance, payment and maintenance bonds. Prior to acceptance of such conveyance to the City, Developer shall provide the City with releases from the general contractor for the design, construction and installation of all Public Improvements on the form attached hereto as Exhibit "D".
7. Convey to the City by easement, attached hereto as Exhibit "E" and incorporated herein, one hundred twenty (120) of the spaces in the parking garage at the Property for the exclusive use of the City without compensation, except that as referenced in Sections 2 A, 2 D, and 2 E of this Agreement. The 120 spaces

are in addition to spaces required by the City's Zoning Ordinance for the residential units, commercial space and live/work space included in the Development. The parking spaces including in the easement shall begin with the first space(s) in the at-grade level of the garage and shall be outside of any security gates delineating parking for the Development's tenants. The easement shall be subject and subordinate to the lien of any deed of trust in favor of Developer's lender subject to the City's right to compensation in Section 4 of this Agreement in the event of damage, destruction or failure of performance. City may use the parking spaces for general public parking and municipal purposes. The City shall have the right to enact and enforce time restrictions or other regulations for the parking spaces that are subject to the easement. Notwithstanding the foregoing, the City may not lease or assign the parking spaces for a commercial enterprise. Developer shall execute the Parking Space Easement with the City on or before August 1, 2018. In the event of casualty, Developer shall have the opportunity to restore the private improvements on the Property, as more particularly set forth in (among other documents) the Parking Space Easement and the lease agreement described below.

8. Convey a minimum of 400 square feet of climate controlled lease space for the exclusive use of the City at the Development by separate lease agreement, at a mutually agreeable location on the ground floor to be negotiated between the parties after completion of construction of the Development. Developer agrees to lease the space for a 15 year term to the City at a cost of ten dollars (\$10) annually with two ten year lease renewal options with no increase in the amount of cost to the City on renewal. The City shall not be responsible for taxes, common area insurance or common area maintenance at the Property, but will be responsible for payment of utilities, which shall be separately metered. City shall use the lease space for storage of event equipment and supplies or any other lawful use consistent with these activities of the City. The City agrees to carry renter's insurance on its event equipment and supplies and other property located in the lease space and agrees that Developer shall have no responsibility therefor. The lease shall be subject and subordinate to the lien of any deed of trust in favor of Developer. Developer shall execute a lease agreement for the 400 square feet of lease space with the City on or before the date of substantial completion of the Development.
9. Convey by separate easement space for a public trash compactor, dumpsters and recycling containers on the Property or within the parking garage on or before the date of substantial completion of the Development. The Developer shall construct the enclosure and provide electrical connections and drainage facilities to facilitate its operation. The City shall provide the containers and manage the contract for service with its commercial solid waste contractor. The Developer shall be responsible for the cost of upsizing the containers to manage trash generated by its residential and commercial tenants and for associated disposal fees, as determined by the City's Environmental Waste Division.
10. Provide locations for video cameras for security surveillance of public garage parking and streets.

11. Maintain, repair and replace as needed all common areas, open spaces and landscaping improvements on the Property including all hardscape and landscaping, sidewalks, curbing, paving and related improvements on public property (14<sup>th</sup> Street, K Avenue and J Avenue) adjacent to the Property (including the Public Improvements but, with respect to utility lines, pipes, conduits, cables and/or services, Developer shall only be responsible for maintaining, repairing and replacing those that exclusively serve the Development) and extending to the nearest curb of such public rights-of-way (collectively, the "Public Property") in accordance with the City's existing Right-of-Way Management Ordinance. Landscaping and streetscaping in the Public Property shall also be in accordance with the specifications and standards set forth in "Exhibit C" attached hereto and incorporated herein. Developer shall be responsible for all maintenance and operation expenses associated with the Development, including the Public Improvements as set forth above.
12. Agree to not make application for ad valorem tax exemptions provided through the Heritage Tax Exemption program authorized by Ordinance Number 84-8-24, as existing and as amended, offered by the City of Plano, Plano Independent School District, Collin County and Collin College taxing jurisdictions.

## **SECTION 2. CITY'S OBLIGATIONS**

The City shall perform the following obligations:

- A. Grant to Developer the Property described in Exhibit "A" in "As Is" condition by Special Warranty Deed. Such transfer shall be consummated at a closing to be held on a date of which Developer may notify the City in writing at least fifteen (15) days in advance, but in no event later than January 1, 2016. The City shall be responsible for obtaining title insurance on the Property, at its expense, based on the value of one million seven hundred thousand dollars (\$1,700,000). Any additional title insurance coverage shall be paid by Developer. The title insurance commitment (and resulting policy) shall insure title to be free and clear of liens, marketable, and not subject to any encumbrances which could interfere with Developer's development of the Development
- B. Waive all plan review, permit and building inspection fees with an estimated value of \$150,000, in accordance with Neighborhood Empowerment Zone #1, in addition to waiver of park impact fees as allowed for new multi-family development.
- C. No later than May 1, 2016, where necessary, complete the relocation and rehabilitation of utility lines located on the property, including existing water, sewer and drainage facilities and relocate existing overhead electric underground and existing transformer boxes provided, however, that Developer retains responsibility for installation of new utility services, transformers and other public improvements required to provide service to the Development.
- D. Within thirty (30) days after request by Developer, reimburse Developer for eligible expenses for "Project Costs" (as defined hereinafter) for any public improvements or such other work in an amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000). However, such reimbursement shall exclude "Overhead Costs" (as defined hereinafter). As part of the above reimbursement, prior to closing, the City shall reimburse Developer for design expenses related to public improvements in an amount not to exceed \$150,000.

1. "Project Costs" means actual construction and/or installation costs, and design costs for public improvements, including but not limited to:

i. civil engineering, architecture and landscape architecture fees associated with the public improvements specified in this paragraph;

ii. underground relocation of electrical and communication lines and facilities on the property or adjacent public rights of way, including without limitation, any payments made to entities affiliated with or related to Developer, to the extent that such payments do not exceed what is reasonable and customary for such services;

iii. design and construction of storm sewer, drainage, water utilities, paving, lighting, landscape, hardscape and other improvements required by the City, both on-site and off-site, but specifically excluding construction of any off-site utilities not required by Exhibit "C", that are described or specified on the project plans approved by the City; and

iv. costs associated with land conveyance.

2. "Overhead Costs" means:

i. overhead and management fees of Developer,

ii. financing charges,

iii. marketing costs,

iv. legal fees, and

v. payments made to entities affiliated with or related to Developer to the extent such payments made to entities affiliated with or related to Developer exceed what is reasonable and customary for such services. All payments for Public Improvement reimbursement to Developer under this subsection shall be payable solely from Tax Increment Financing District No. 2 funds as provided by law and the City shall not be obligated for payment from the City's general fund or any other City fund unrelated to the Tax Increment Financing District No. 2 fund;

E. Within thirty (30) days after request by Developer, reimburse Developer for fifty (50) parking spaces being provided in the parking garage that are in excess of the seventy (70) existing surface parking spaces being replaced. The reimbursement shall be based on the actual average cost of all garage parking spaces, but shall not exceed \$14,000 per space or a total cost of \$700,000. Developer shall provide documentation as required to verify the actual cost of construction.

F. Reimburse Developer for surface and subsurface demolition of the improvements on Property, including but not limited to environmental remediation and grading in preparation for construction of the project. The City will reimburse Developer for demolition and abatement costs up to a maximum of \$200,000. Should the cost exceed \$200,000, City and Developer will each pay 50% of the amount exceeding \$200,000.

G. Within thirty (30) days after request by Developer, reimburse Developer for all costs associated with the installation of conduit and power for video cameras and security surveillance equipment for the public parking garage and streets.

H. Convey a temporary construction easement to the Developer for the duration of construction that encompasses the public alley and fire lane.

### **SECTION 3. DESIGN AND CONSTRUCTION; BONDS**

A. In addition to any other approvals required by the City of Plano Code of Ordinances and Zoning Ordinance, Developer shall submit building plans and a site plan for the proposed Public Improvements and Private Improvements at the Property to the City Manager or his designee for written approval of the general design, arrangement, landscaping, materials to be used, and other exterior features and appurtenances that will be used or constructed at the Property. Approval by the City Manager or his designee shall not be unreasonably withheld. Developer shall obtain approval from the City Manager or his designee as required by this section of the Agreement prior to commencing construction of any Improvements at the Property.

B. Design management for the Public Improvements and the Development will be provided by a licensed architect for the Development or such other party as shall be mutually agreed to by the parties to this Agreement.

C. Developer shall obtain any and all required local, state and federal governmental approvals and permits required for construction of the Public Improvements and the Private Improvements at the Property.

D. Developer shall require its general contractor to procure and maintain insurance coverage as set forth in Exhibit "F" for the duration of the construction project at the Property. Developer shall provide their general contractor's signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction at the Property and naming the City of Plano as additional insured.

E. Developer shall procure and maintain insurance coverage as set forth in Exhibit "F" for the duration of the Agreement. Developer shall provide their signed insurance certificate to the CITY verifying that they have obtained the required insurance coverage prior to the commencement of construction at the Property and naming the City of Plano as additional insured.

F. Prior to the Commencement Date, Developer shall require its general contractor to furnish a payment bond and performance bond to the City by surety companies authorized to do business in the State of Texas, which bonds shall be in the form provided on attached Exhibits "G" and "H". The purpose of such bonds is to insure that construction of the facility is completed and that all bills for material and labor are paid in full upon completion of construction with no cost to the CITY except as otherwise required herein.

G. Upon completion of the Public Improvements, Developer shall provide a maintenance bond in the amount of ten percent (10%) of the cost of the Public Improvements as provided in the form on attached Exhibit "I".

H. In accordance with the City's Subdivision Ordinance, Article 5.10c as amended, all electric utility lines and wires, terminals and other facilities and equipment shall be constructed, placed or located underground.

I. All project designs, drawings, site plans and other documents produced by Developer in connection with the Private Improvements at the Property, including those attached to this Agreement, shall remain the property of Developer. However, in exchange for Developer's acceptance of the above-described reimbursement from the City, the rights to that portion of the plans created for the Public Improvements and infrastructure, and all assignable rights in the boundary survey and environmental site assessment of the Property obtained by Developer shall become the property of the City upon dedication as required by Section 1(B) (5) and (6) of this Agreement.

J. On the date of closing, Developer shall deliver an executed Deed of Trust (the "Deed of Trust") to the City. The Deed of Trust shall be immediately released by the City on the Commencement Date or reasonably thereafter. In the event Developer obtains construction financing prior to the Commencement Date, the Deed of Trust lien granted to Developer's construction lender shall be a first lien that is superior to the lien of the Deed of Trust, and the City shall execute and deliver at the closing of Developer's construction loan a subordination agreement mutually acceptable to the City, Developer and Developer's construction lender.

K. All performance bonds shall comply with the following requirements:

1. All performance bonds must be in a form acceptable to the city engineer and the city attorney.
2. All performance bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", as published in Circular 570, as may be amended, by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury.
3. All performance bonds must be signed by an agent, and must be accompanied by a certified copy of the authority for him or her to act.
4. All performance bonds shall be obtained from surety or insurance companies that are duly licensed or authorized in the state to issue performance bonds for the limits and coverage required.

L. As portions of the public improvements are completed in accordance with the approved engineering plans, the applicant may make written application to the city engineer to reduce the amount of the original security. If the city engineer is satisfied that such portion of the public improvements has been completed in accordance with city standards, the city shall cause the amount of the security to be reduced by such amount that it deems appropriate, so that the remaining amount of the security adequately insures the completion of the remaining public improvements.

#### **SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE**

A. Should Developer not close on the Property as described in Section 2A above due to any reason other than a default by the City, it shall pay the City a total of Two Hundred

Thousand Dollars (\$200,000), such amount being agreed upon as liquidated damages for the failure of Developer to perform the duties, liabilities and obligations imposed upon it hereunder. No other damages, rights or remedies shall in any case be collectible, enforceable or available to the City and the City agrees to accept and take such amount as its total damages and sole relief hereunder.

B. After closing on the Property, and subject to applicable lender notice and cure rights, and any Developer notice and cure rights, in the event this Agreement is terminated based on a default by Developer prior to completion of the Public Improvements and the Private Improvements, or in the event Developer fails to commence construction at the Property on or before July 1, 2016, Developer shall pay to the City:

1. an amount equal to all monies paid by the City for reimbursement to Developer pursuant to this Agreement,
2. the sum of \$1,700,000, representing the purchase price for the Property, and
3. any costs or sums incurred by the City in complying with its obligations under Section 2 of this Agreement,

together with interest at the Wall Street Journal prime rate plus one percent (1%), from the date of termination until paid.

C. In lieu of the reimbursement provided in Subsection B(ii) above, Developer shall have the option of paying the City a total of Two Hundred Thousand Dollars (\$200,000) and conveying the title to the real property described in Exhibit "A" of this Agreement to the City provided that it is free and clear of all liens and encumbrances other than utility and other easements which do not interfere with the development of the Property and returned to (or remains in) the condition it was in at the time the City conveyed it to Developer. Should the Developer fail to complete the parking garage, the excavation shall be filled with material approved by the Director of Engineering and the property regraded.

D. Subject to applicable lender notice and cure rights, and any Developer notice and cure rights, in the event of partial or total destruction of the Private Improvements at the Property subsequent to the Public Improvements and the Private Improvements being fully constructed in accordance with Sections 1(B)(1),(2),(3),(4),(5),(6),(7),(8),(9), and (10) that impairs the use of the parking spaces or lease space pursuant to Sections 1(B)(5) and (6) of the Agreement, the following shall be required of Developer:

1. If Developer reconstructs or repairs the Private Improvements at the Property, the Private Improvements shall be reconstructed or repaired to substantially the same condition as existed immediately before the damage or destruction and otherwise in accordance with the terms of the Agreement. Provided, however, Developer may alter the plan of the replacement Improvements to meet then current building methods and specific development needs and uses, and even change the configuration and access to the Public Improvements or the Private Improvements, so long as the City's practical utilization of the Parking Space Easement is not unreasonably impaired. Subject to availability of casualty insurance proceeds and the approval of the applicable lender, Developer shall commence reconstruction or repair of the Private Improvements at the Property within twelve (12) months of the destruction and

shall complete the Private Improvements at the Property and obtain a Certificate of Occupancy within twenty-four (24) months of the date of commencement of the reconstruction or repair, unless an extension of time is requested by Developer for good cause and agreed to by the City in writing, such agreement not to be unreasonably withheld. Beginning from the date of destruction and until the date of restoration of full and complete use of the parking spaces and lease space pursuant to Sections 1(B)(5) and (6) of this Agreement or until Developer makes payment or dedicates the Property to the City pursuant to Section 4(A) and 4(D)(2) below, Developer shall pay to the City a monthly fee equal to one percent (1%) of the appraised value of the real property as described in Exhibit "A" of this Agreement, excluding the value of any improvements thereon (minus the real property dedicated to the City as part of the Public Improvements pursuant to Section 1(B)(4) of the Agreement) as valued on the date of destruction to compensate the City for loss or impairment of use of its parking and/or lease space at the Property. Provision of one hundred twenty (120) surface parking spaces shall alleviate the requirement to pay a monthly one percent (1%) fee but only on an interim basis, not to exceed thirty six 36 months to allow time for the parking garage to be reconstructed or repaired.

2. If Developer decides against reconstruction or repair of the Private Improvements at the Property, or is unable to reconstruct the Private Improvements due to lack of insurance proceeds or lender consent, Developer shall pay the City, within 30 days of such determination, an amount equal to the appraised value of the real property described in Exhibit A to this Agreement as valued at the time of destruction of the Private Improvements but excluding the value of any improvements thereon (minus the real property dedicated to the City as part of the Public Improvements pursuant to Section 1(B)(4) of the Agreement) plus interest at the Wall Street Journal prime rate plus one percent (1%) from the date of the decision until paid. In lieu of reimbursement of the appraised value of the real property pursuant to this subsection, Developer shall have the option of conveying the title to the real property described in Exhibit A to the City provided that it is free and clear of all liens and encumbrances other than utility and other easements which do interfere with the development of the Property and returned to (or remains in) the condition it was in at the time the City conveyed it to Developer.

The provisions of this Subsection D shall be incorporated into the parking space easement.

E. Any appraised values to be determined pursuant to Section 4 of the Agreement shall be determined by an Independent MAI Appraiser selected by agreement of Developer and by the City. The parties shall bear the cost of the appraisal equally.

F. Any obligations required of Developer pursuant to this Section 4 of the Agreement are binding on any successors or assigns of Developer pursuant to Section 21 of the Agreement.

## **SECTION 5. FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if any date for performance hereunder, including the substantial completion of the construction of any the Development and Public Improvements contemplated hereunder, is delayed by reason by war,

civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by franchise utilities, fire or other casualty, court injunction, necessary condemnation proceedings, or acts of the other party, its affiliates/related entities and/or their contractors ("Force Majeure"), the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

## **SECTION 6. TERM**

The term of this Agreement shall begin on the date of execution and end upon substantial completion of the Development.

## **SECTION 7. AUTHORITY OF DEVELOPER**

Developer represents and warrants to the City that Developer is duly formed, validly existing and in good standing under the laws of the State of Delaware. Developer will provide a certificate of status from the Texas Secretary of State's office evidencing Developer's current legal status and authority to conduct business in Texas. Developer represents that it has full power, authority and legal right to execute and deliver this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Developer and the City, enforceable in accordance with its terms.

## **SECTION 8. EVENTS OF DEFAULT**

A default shall exist if any of the following occurs:

1. Either party fails to perform or observe any material covenant contained in this Agreement.
2. Developer becomes delinquent on ad valorem taxes owed to the City, or any other Collin County taxing unit, provided that Developer retains the right to timely and properly protest and/or contest any such taxes and during the pendency of such proceedings such taxes shall not be deemed delinquent.
3. A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

## **SECTION 9. REMEDIES**

The defaulting party shall have thirty (30) days to cure after receiving written notice of default from a party. If a default shall continue, after thirty (30) days' notice to cure the default, the non-defaulting party may, at its option, terminate the Agreement and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. If the default is of such a nature that the same cannot be reasonably cured or remedied within said thirty (30) day period, the defaulting party shall in good faith have commenced the curing or remedying of such default

within such thirty (30) day period and shall thereafter diligently proceed therewith to completion. However, the non-defaulting party may, at its option, provide written extension for additional time to cure if the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that the defaulting party has commenced to cure such default within thirty (30) days following notice.

#### **SECTION 10. BANKRUPTCY**

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

#### **SECTION 11. INDEMNIFICATION**

**DEVELOPER 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 DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH DEVELOPER 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 THE NEGLIGENCE OF ITS SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER 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 DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

## **SECTION 12. AFFIDAVIT OF NO PROHIBITED INTEREST**

Developer acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Agreement voidable. Developer has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "J".

## **SECTION 13. NOTICES**

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mails by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for City, to:  
City of Plano  
Attention: City Manager  
1520 Avenue K  
P. O. Box 860358  
Plano, Texas 75086-0358

If intended for Developer, to:  
14th and J, LLC  
c/o Southern Land Company, LLC  
1550 W. McEwen Drive, Suite 200  
Franklin, Tennessee 37067  
Attn: Brian Sewell

## **SECTION 14. WRITTEN NOTICES AND APPROVALS REQUIRED**

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or whenever the City or Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be in writing. Approval by City, unless otherwise provided herein, shall be by the City Manager or his designated representative and approval by Developer shall be by the CEO, CFO or President or any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and either party hereto shall be authorized to act in reliance upon any such request, demand, approval, notice or consent, or agreement.

## **SECTION 15. GIFT TO PUBLIC SERVANT**

A. City may terminate this Agreement immediately if Developer has knowingly offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

B. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

C. Notwithstanding any other legal remedies, City may require Developer to remove any employee of Developer from the development of the Public Improvements who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

## **SECTION 16. APPLICABLE LAWS**

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable laws of the State of Texas and federal laws.

## **SECTION 17. VENUE AND GOVERNING LAW**

This Agreement is performable in Collin County, Texas and venue of any action arising out of this Agreement shall be exclusively in Collin County, Texas. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

## **SECTION 18. LEGAL CONSTRUCTION**

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 thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

## **SECTION 19. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

## **SECTION 20. CAPTIONS**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

## **SECTION 21. SUCCESSORS AND ASSIGNS**

A. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned without the prior consent of Developer and the Plano City Council, which approvals shall not be unreasonably withheld.

B. An assignment or delegation of this Agreement to an Affiliate of Developer shall not require City Council approval and shall not result in a breach of the Agreement if the Affiliate of Developer expressly assumes all of the obligations of Developer under this Agreement for the balance of the term of this Agreement and provides evidence establishing the relationship between Developer and an Affiliate. Developer shall notify the City in writing, however, within 30 days of such assignment. "Affiliates", as used herein, includes any parent, sister, partner, joint venturer, equity investor or subsidiary entity of Developer; any entity in which either of Developer, a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited). Upon such assignment, Developer shall be released from all liability hereunder.

## **SECTION 22. ENTIRE AGREEMENT**

This Agreement embodies the complete agreement of the parties hereto with respect to the Property, superseding all oral or written previous and contemporary agreements between the

parties and relating to matters in this Agreement. This Agreement is the complete and final understanding and agreement between Developer and the City with respect to the Property. Except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

**SECTION 23. INCORPORATION OF RECITALS**

The recitals set forth herein are intended, and are hereby deemed to be a part of this Agreement.

**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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

**ACKNOWLEDGMENT**

**STATE OF TEXAS  
COUNTY OF COLLIN**

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

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

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

**14TH AND J, LLC, a Delaware limited liability company**

By: Southern Land Company, LLC,  
Its Manager

By: \_\_\_\_\_  
Brian S. Sewell, President

**STATE OF TENNESSEE**

**COUNTY OF WILLIAMSON**

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared Brian S. Sewell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Southern Land Company, LLC, the Manager of 14th and J, LLC, a Delaware limited liability company, the within named bargainor, a limited liability company, and that he as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such President.

WITNESS my hand and seal at office, on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

## **Exhibit List**

Exhibit A – Metes and Bounds Legal Description of Property

Exhibit B – Design and Concept Plan of Private Improvements

Exhibit C – List of Public Improvements

Exhibit D – Contractor's Affidavit of Final Payment

Exhibit E – Parking Garage Easement

Exhibit F – Contractor's and City's Insurance Requirements Checklist

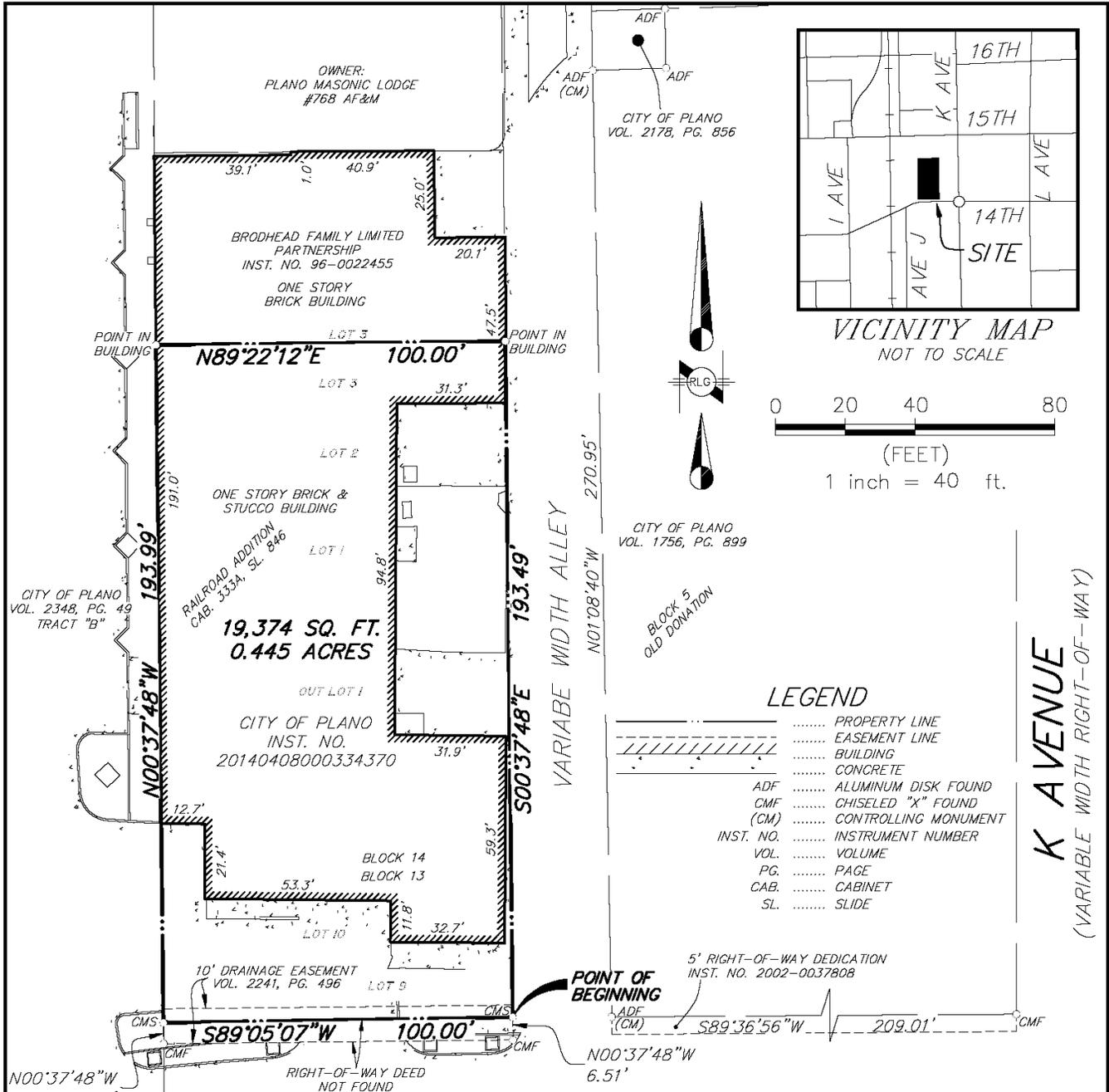
Exhibit G – Payment Bond

Exhibit H – Performance Bond

Exhibit I – Maintenance Bond

Exhibit J – Affidavit of No Prohibited Interest

EXHIBIT A



**14th STREET**  
(VARIABLE WIDTH RIGHT-OF-WAY)

**K AVENUE**  
(VARIABLE WIDTH RIGHT-OF-WAY)

Basis of Bearings: The north line of 14th Street ( $S89^{\circ}05'07''W$ ) per Texas Coordinate System of 1983, North Central Zone, based on the City of Plano Geodetic Control Monument No. 837.

Controlling Monuments: As shown.

RAYMOND L. GOODSON JR., INC.  
5445 LA SIERRA, STE 300, LB 17  
DALLAS, TX. 75231-4138  
214-739-8100  
rlg@rlginc.com  
TEXAS PE REG #F-493  
TBPLS REG #100341-00

**BOUNDARY SURVEY**  
**PART OF BLOCK 13 & 14**  
**RAILROAD ADDITION**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

SCALE	1" = 40'	DATE	12/1/2015	SHEET	1 OF 2
JOB NO.	15142	E-FILE	15142bndy2	DWG NO.	26,274X

Being a tract or parcel of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas, being that tract of land conveyed to the City of Plano by Special Warranty Deed recorded in Instrument No. 20140408000334370, Deed Records, Collin County, Texas, and being all of Lots 1, 2, Out Lot 1 and part of Lot 3, Block 14, all of Lot 10 and part of Lot 9, Block 13 of Railroad Addition, an addition to the City of Plano according to the plat recorded in Cabinet 333A, Slide 846, Plat Records, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a chiseled "X" in concrete set for corner in the east line of said Lot 9 and the west line of a variable width alley, said "X" being the southeast corner of said City of Plano tract and being North 00° 37' 48" West a distance of 6.51 feet from a chiseled "X" in concrete found at the southeast corner of said Lot 9;

**THENCE** South 89° 05' 07" West along the south line of said City of Plano tract a distance of 100.00 feet to a chiseled "X" in concrete set for corner in the west line of a tract of land (Tract "B") conveyed to the City of Plano by Warranty Deed recorded in Volume 2348, Page 49, Deed Records, Collin County, Texas, said "X" being the southwest corner of said City of Plano tract (20140408000334370) and being North 00° 37' 48" West a distance of 6.01 feet from a chiseled "X" in concrete found at the southwest corner of said Lot 9;

**THENCE** North 00° 37' 48" West along the common line between said City of Plano Tract "B" and said City of Plano tract (20140408000334370), passing at a distance of 63.09 feet the most westerly southwest corner of a one story brick & stucco building, continuing along said common line and generally along the face of said one story brick & stucco building, a total distance of 193.99 feet to a point for corner at the northwest corner of said one story brick & stucco building and the southwest corner of a one story brick building, said point being the northwest corner of said City of Plano tract (20140408000334370);

**THENCE** North 89° 22' 12" East, 20 feet north of and parallel to the south line of said Lot 3, generally along the seam between said one story brick & stucco building and said one story brick building, a distance of 100.00 feet to a point for corner in the east line of said Lot 3 and the west line of said alley, being the southeast corner of said one story brick building and the northeast corner of said one story brick & stucco building, said point being the northeast corner of said City of Plano tract (20140408000334370);

**THENCE** South 00° 37' 48" East along the east line of said City of Plano tract (20140408000334370) and the west line of said alley a distance of 193.49 feet to the **POINT OF BEGINNING** and containing square 19,374 feet or 0.445 acres, more or less.

**SURVEYOR'S DECLARATION**

I hereby declare that this true and accurate survey, made on the ground under my supervision on December 1, 2015, correctly shows the relation of the buildings and other structures to the property lines indicated hereon, and that there are no encroachments or overlaps onto adjoining property of property covered by this survey or of adjoining buildings or structures on said land except as shown, noted or described on the survey. This survey is subject to any easements not visible on the ground.

-----  
 Surveyor's Name, RPLS#

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

**BOUNDARY SURVEY  
 PART OF BLOCK 13 & 14  
 RAILROAD ADDITION**

**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213  
 CITY OF PLANO, COLLIN COUNTY, TEXAS**

RAYMOND L. GOODSON JR., INC.  
 5445 LA SIERRA, STE 300, LB 17  
 DALLAS, TX. 75231-4138  
 214-739-8100  
 rlg@rlginc.com  
 TEXAS PE REG #F-493  
 TBPLS REG #100341-00

SCALE	1" = 40'	DATE	12/1/2015	SHEET	2 OF 2
JOB NO.	15142	E-FILE	15142bndy2	DWG NO.	26,274X





VICINITY MAP  
NOT TO SCALE

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BRG.	CHORD
C1	86°32'28"	27.33'	41.28'	N42°48'57"E	37.47'
C2	33°42'09"	53.17'	31.27'	S77°03'45"E	30.82'
C3	31°10'16"	65.33'	35.54'	S75°47'48"E	35.11'
C4	30°17'11"	22.34'	11.81'	S75°47'04"E	11.67'

LEGEND

- ..... PROPERTY LINE
- ..... EASEMENT LINE
- ..... BUILDING
- ..... CONCRETE
- ADF ..... ALUMINUM DISK STAMPED "R-DELTA ENGINEERS" FOUND
- YCIRS ..... 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
- IRF ..... IRON ROD FOUND
- CMS / CMF ..... CHISELED "X" SET / FOUND
- (CM) ..... CONTROLLING MONUMENT
- INST. NO. .... INSTRUMENT NUMBER
- VOL. .... VOLUME
- PG. .... PAGE
- CAB. .... CABINET
- SL. .... SLIDE

Basis of Bearings: The west line of K Avenue (S01°00'22"E) per Texas Coordinate System of 1983, North Central Zone, based on the City of Plano Geodetic Control Monument No. 837.

Controlling Monuments: As shown.

**BOUNDARY SURVEY**  
**PART OF BLOCK 5, OLD DONATION**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

RAYMOND L. GOODSON JR., INC.  
5445 LA SIERRA, STE 300, LB 17  
DALLAS, TX. 75231-4138  
214-739-8100  
rlg@rlginc.com  
TEXAS PE REG #F-493  
TBPLS REG #100341-00

SCALE	1" = 40'	DATE	12/1/2015	SHEET	2 OF 3
JOB NO.	15142	E-FILE	15142bndy1	DWG NO.	26,273X

Being a tract or parcel of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas, being a part of Block 5, Old Donation, an addition to the City of Plano, and being a portion of that tract of land conveyed to the City of Plano by Special Warranty Deed recorded in Volume 1756, Page 899, Deed Records, Collin County, Texas, Deed Records, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a chiseled "X" found at the intersection of the west line of K Avenue (a variable width right-of-way) and the north line of 14th Street (a variable width right-of-way) said "X" being the northeast corner of that right-of-way dedication recorded in Instrument No. 2002-0037808, Deed Records, Collin County, Texas;

**THENCE** South 89° 36' 56" West along the north line of said 14th Street and the north line of said right-of-way dedication a distance of 209.01 feet to an aluminum disk found at the intersection of the north line of said 14th Street and the east line of a variable width alley;

**THENCE** North 01° 08' 40" West, departing the north line of said 14th Street, along the east line of said variable width alley, a distance of 187.44 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner;

**THENCE** over and across said City of Plano tract the following courses and distances:

North 03° 21' 23" East a distance of 21.05 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner;

North 00° 27' 17" West a distance of 23.34 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the beginning of a tangent curve to the right;

In a northeasterly direction along said tangent curve to the right whose chord bears North 42° 48' 57" East a distance of 37.47 feet, having a radius of 27.33 feet, a central angle of 86° 32' 28" and an arc length of 41.28 feet to a chiseled "X" in concrete set for corner at the end of said tangent curve to the right;

North 86° 05' 11" East a distance of 25.05 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the beginning of a tangent curve to the right;

In a southeasterly direction along said tangent curve to the right whose chord bears South 77° 03' 45" East a distance of 30.82 feet, having a radius of 53.17 feet, a central angle of 33° 42' 09" and an arc length of 31.27 feet to a chiseled "X" in concrete set for corner at the end of said tangent curve to the right;

South 60° 12' 40" East a distance of 21.68 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the beginning of a tangent curve to the left;

In a southeasterly direction along said tangent curve to the left whose chord bears South 75° 47' 48" East a distance of 35.11 feet, having a radius of 65.33 feet, a central angle of 31° 10' 16" and an arc length of 35.54 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the end of said tangent curve to the left;

North 88° 37' 04" East a distance of 62.98 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the beginning of a non-tangent curve to the right;

In a southeasterly direction along said non-tangent curve to the right whose chord bears South 75° 47' 04" East a distance of 11.67 feet, having a radius of 22.34 feet, a central angle of 30° 17' 11" and an arc length of 11.81 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner on the west line of said K Avenue, being the end of said non-tangent curve to the right;

**THENCE** South 01° 00' 22" East along the west line of said K Avenue a distance of 231.95 feet to the **POINT OF BEGINNING** and containing 51,151 square feet or 1.174 acres, more or less.

**SURVEYOR'S DECLARATION**

I hereby declare that this true and accurate survey, made on the ground under my supervision on December 1, 2015, correctly shows the relation of the buildings and other structures to the property lines indicated hereon, and that there are no encroachments or overlaps onto adjoining property of property covered by this survey or of adjoining buildings or structures on said land except as shown, noted or described on the survey. This survey is subject to any easements not visible on the ground.

*"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed upon as a final survey document."*

Surveyor's Name, RPLS#

**BOUNDARY SURVEY  
PART OF BLOCK 5, OLD DONATION  
JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213  
CITY OF PLANO, COLLIN COUNTY, TEXAS**

RAYMOND L. GOODSON JR., INC.  
5445 LA SIERRA, STE 300, LB 17  
DALLAS, TX. 75231-4138  
214-739-8100  
rlg@rlginc.com  
TEXAS PE REG #F-493  
TBPLS REG #100341-00

SCALE	1" = 40'	DATE	12/1/2015	SHEET	3 OF 3
JOB NO.	15142	E-FILE	15142bndy1	DWG NO.	26,273X

## **EXHIBIT B**

### **DESIGN AND CONCEPT PLAN OF PRIVATE IMPROVEMENTS**

14<sup>th</sup> and J, LLC will construct a mixed-use development consisting of approximately 200,000 square feet of gross floor area, including not less than 175 residential units (including live/work/flex space suitable for residential and non-residential occupancy) and a minimum of 12,800 square feet of floor space for non-residential occupancy. The development will include a parking garage containing not less than 120 spaces secured by easement for public parking purposes, of which none may be counted in meeting the parking requirements for the project. The project will be five stories above grade. The exterior of the building will be masonry, primarily brick, exterior plasters, concrete, stone and cementitious lap siding, with the exception of doors, windows and trim.

14<sup>th</sup> and J, LLC must obtain site plan and plat approval as required by the City's regulations, in addition to a Certificate of Appropriateness for the part of the development that lies within the Downtown Plano Heritage District.

## **EXHIBIT C**

### **LIST OF PUBLIC IMPROVEMENTS**

Demolition and Abatement of existing structures  
Storm sewer and drainage facilities  
Water and Wastewater Utility Lines  
Paving  
Street Lighting  
Landscaping and Street Trees in Public Rights-of-Way  
Sidewalks and related hardscape  
On-street Parking Spaces

**EXHIBIT D**

**CONTRACTOR'S AFFIDAVIT  
CLAIMS AGAINST THE CITY OF PLANO**

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

Before me the undersigned authority, on this day personally appeared \_\_\_\_\_ ("Affiant") who, after being duly sworn by me, deposes and says:

I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (name of business), a \_\_\_\_\_ (State) \_\_\_\_\_ (i.e. corporation/sole proprietorship/limited partnership/limited liability company) of \_\_\_\_\_ (county), \_\_\_\_\_ (city), Texas (hereinafter "Contractor"). Contractor was awarded the contract dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the City of Plano for the construction of the project designated as \_\_\_\_\_ (hereinafter "Contract"). All work under such contract has been satisfactorily completed and Contractor certifies that Contractor has not received notice, whether verbally or in writing, of any outstanding claim(s) or potential claim(s) for damages, including but not limited to claims for personal injury or property damage, against the Contractor, or its subcontractors, agents, or assigns, or the City of Plano arising out of, resulting from, or related to the Contract. If any such claims or potential claims are pending, they are identified as follows:

Name of Claimant	Date of Claim	Nature of Claim

All claims not listed above have been resolved and a full release has been executed thereby releasing the City of Plano of all liability as required by Section 1.24.3 of the City of Plano Special Provisions to North Central Texas Council of Governments Standard Specification for Public Works Construction, as amended. An original of any and all such release(s) is attached hereto.

\_\_\_\_\_  
Signature and Title

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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



## EXHIBIT E

### PARKING EASEMENT AGREEMENT

This PARKING EASEMENT AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2016, by and between 14TH AND J, LLC, a Delaware limited liability corporation ("Grantor") and the CITY OF PLANO, TEXAS ("Grantee").

#### RECITALS

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

WHEREAS, on \_\_\_\_\_, Grantee conveyed the Development Tract to Grantor in connection with a Development Agreement dated \_\_\_\_\_ and attached hereto as Exhibit "B" and incorporated herein by reference (the "Development Agreement") requiring Grantor'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 Grantor from Grantee included Grantor's agreement to grant Grantee an Easement as further described herein.

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

1. Definitions. When used in this Agreement, the following terms shall have the meanings set forth below for such terms:

"Parking Spaces" shall mean 120 parking spaces in the location designated by Grantor, which, after construction of the Parking Structure, will be located in the Parking Structure, will begin with the first space(s) in the at-grade level of the Parking Structure, and will be outside of any security gates delineating parking for the Development's tenants.

"Parking Structure" shall mean the parking garage constructed by Grantor on the Development Tract in connection with the execution of the Development Agreement.

"Parties" shall mean Grantor, and its successors in fee simple ownership of any portion of the Development Tract, and Grantee, each being sometimes referred to individually as a "Party".

2. Easement. Grantor hereby grants and conveys to Grantee, for the exclusive use of Grantee, a perpetual easement (the "Easement") for (a) the parking of motor vehicles within the Parking Spaces, and (b) non-exclusive pedestrian and motor vehicle ingress and egress to and from the Parking Spaces, over and across the driveways, parking ramps, walkways, elevators and stairways from time to time constructed (as the same may be relocated by Grantor from time to time) on the Development Tract that are reasonably necessary to permit vehicular and pedestrian access to and from the Parking Spaces, subject to the terms and conditions of this Agreement. The easements granted herein shall not take effect until the substantial completion of construction of the Parking Structure in accordance with the Development Agreement.

3. Limited Purpose. Nothing contained herein is intended nor shall it be construed as creating any rights in or for the benefit of the general public. Notwithstanding the foregoing, the Easement may be used by Grantee for general public parking and municipal purposes and for no other use whatsoever without the prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion. Grantee shall have the right to enact and enforce time restrictions or other regulations for the Parking Spaces. Grantee may not lease or assign the Parking Spaces for a commercial enterprise.
4. Maintenance Obligations. Upon completion of the Parking Structure, Grantor shall maintain the Parking Structure for its intended purpose in good condition and repair, in accordance with the standards necessary to comply with all applicable laws, codes, and ordinances. Such responsibilities shall include, without limitation, sweeping, cleaning, repairing, restriping and lighting the parking and drive areas of the Parking Structure, providing sump pump and other storm water drainage systems, maintenance of the Parking Structure's electrical components, and payment of all utilities and other charges related to the operation of the Parking Structure. During any time period that the Parking Spaces consist of alternative parking spaces on the Development Tract or in proximity thereto, as otherwise described herein, Grantor shall have the above-described repair and maintenance responsibilities with respect to provided parking spaces; provided, however, that if the alternative parking spaces are located on property not owned by Grantor, then Grantor's repair and maintenance obligations will be pursuant to any agreement between Grantor and the owner or controller of such property.
5. Easement Runs with the Land. The covenants of Grantor contained herein shall run with and follow the land with regard to the fee simple ownership of the land contained within the Development Tract and shall be binding upon the heirs, executors, successors and assigns of Grantor. The Easement may be assigned by Grantor or its heirs, executors, successors and assigns only with the prior written consent of the Parties. The Easement is personal to Grantee and may not be further assigned by Grantee without Grantor's prior written consent.
6. Casualty, Renovations, Repairs and Rebuilding. If at any time the Parking Structure (or any part thereof) shall be (i) destroyed, in whole or in part, (ii) damaged by fire or other casualty, (iii) closed for renovations for a period in excess of sixty (60) days, or (iv) rebuilt, at Grantor's election, the following shall be required of Grantor:
  - A. In the event of damage or casualty, if Grantor reconstructs or repairs the Parking Structure, the Parking Structure shall be reconstructed or repaired to substantially the same condition as existed immediately before the damage or destruction and otherwise in accordance with the terms of the Development Agreement, provided, however, Grantor may alter the plan of the replacement Parking Structure to meet then current building methods and specific development needs and uses, and even change the configuration and access to the Parking Structure, so long as the Grantee's practical utilization of the Parking Spaces is not unreasonably impaired. Subject to availability of casualty insurance proceeds and the approval of the applicable lender, Grantor shall commence reconstruction or repair of the Parking Structure within twelve (12) months of the destruction and shall complete the Parking Structure and obtain a Certificate of Occupancy within twenty-four (24) months of the date of

commencement of the reconstruction or repair, unless an extension of time is requested by Grantor for good cause and agreed to by the Grantee in writing, such agreement not to be unreasonably withheld. Beginning from the date of destruction and until the date of restoration of full and complete use of the Parking Spaces or until Grantor makes payment or dedicates property to Grantee pursuant to the provisions of the Development Agreement, Grantor shall pay to the Grantee a monthly fee equal to one percent (1%) of the appraised value of the real property as described in Exhibit "A" of the Development Agreement, excluding the value of any improvements thereon (minus the real property dedicated to the Grantee as provided in the terms of the Development Agreement), as valued on the date of destruction to compensate Grantee for loss or impairment of use of its parking and/or lease space at the Property. Provision of one hundred twenty (120) surface parking spaces shall alleviate the requirement to pay a monthly one percent (1%) fee but only on an interim basis, not to exceed thirty six 36 months to allow time for the Parking Structure to be reconstructed or repaired.

- B. If Grantor decides against reconstruction or repair of the Parking Structure or to raze the Parking Structure, or is unable to reconstruct the Parking Structure due to lack of insurance proceeds or lender consent, Grantor shall pay Grantee, within thirty (30) days of such determination, an amount equal to the appraised value of the real property described in Exhibit A to the Development Agreement as valued at the time of destruction of the Parking Structure, excluding the value of any improvements thereon (minus the real property dedicated to Grantee as part of the Public Improvements pursuant to the terms of the Development Agreement), plus interest at the Wall Street Journal prime rate plus one percent (1%) from the date of the decision until paid. Upon payment of the appraised value of the real property to Grantee, Grantee shall terminate the Easement and this Agreement. In lieu of reimbursement of the appraised value of the real property pursuant to this subsection, Grantor shall have the option of conveying the title to the real property described in Exhibit A to Grantee provided that it is free and clear of all liens and encumbrances and returned to (or remains in) the condition it was in at the time Grantee conveyed it to Grantor.
- C. In the event it is necessary for Grantor to close the Parking Structure in excess of sixty (60) days for renovations or repairs, or in the event Grantor elects to rebuild the Parking Structure, the Parking Structure shall be renovated, repaired or rebuilt in accordance with the terms of the Development Agreement, provided, however, Grantor may alter the plan of the renovated, repaired or rebuilt Parking Structure to meet then current building methods and specific development needs and uses, and even change the configuration and access to the Parking Structure, so long as the Grantee's practical utilization of the Parking Spaces is not unreasonably impaired. Grantor shall complete any renovations, repairs or rebuilding of the Parking Structure and obtain a Certificate of Occupancy within twenty-four (24) months of the date of commencement of the renovations, repairs or rebuilding, unless an extension of time is requested by Grantor for good cause and agreed to by the Grantee in writing, such agreement not to be unreasonably withheld. Beginning thirty (30) days after the date Grantee is unable to use the Easement because of renovations, repairs or rebuilding of the Parking Structure by Grantor, and until

the date of restoration of full and complete use of the Parking Spaces or until Grantor makes payment or dedicates property to Grantee pursuant to the provisions of the Development Agreement, Grantor shall pay to the Grantee a monthly fee equal to one percent (1%) of the appraised value of the real property as described in Exhibit "A" of the Development Agreement, excluding the value of any improvements thereon (minus the real property dedicated to the Grantee as provided in the terms of the Development Agreement), as valued on the date Grantor commenced renovations, repairs or rebuilding of the Parking Structure, to compensate Grantee for loss or impairment of use of its parking and/or lease space at the Property. Provision of one hundred twenty (120) surface parking spaces shall alleviate the requirement to pay a monthly one percent (1%) fee but only on an interim basis, not to exceed thirty six (36) months to allow time for the Parking Structure to be renovated, repaired or rebuilt.

7. Rules and Regulations. Grantor reserves the right to ticket, demobilize, or tow at the owner's expense any vehicle parked on the Development Tract, other than in the Parking Spaces, in violation of the terms hereof or in violation of the rules and regulations imposed by Grantor upon other parkers on the Development Tract.
8. Non-Exclusive Rights. The easements and other rights and benefits herein created are not exclusive, except to the extent of the parking rights with respect to the Parking Spaces, and Grantor expressly reserves the right, without the need to obtain the consent of Grantee, to grant such other easements, rights, benefits, or privileges to such persons and for such purposes as Grantor, in its sole and absolute discretion, may elect, so long as such grant does not unreasonably interfere with the easements and other rights and benefits granted herein.
9. 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 construction financing or permanent financing by the original Grantor herein in connection with the Development Tract, subject to Grantee's right to compensation in Section 6 of this Agreement in the event of damage, destruction or failure of performance. This Agreement, as well as the easements, rights, benefits and obligations created thereby, is not subordinated to any other mortgage or deed of trust absent a separate written agreement memorializing same, and the easements, rights, benefits and obligations created by this Agreement shall not be otherwise extinguished or impaired. Grantee agrees to promptly execute any additional agreements reasonably required in order to effect or confirm such subordination subject to Grantee's right to compensation in Section 6 of this Agreement in the event of damage, destruction or failure of performance.
10. Notices. All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given under this Agreement shall be void and of no effect unless given in accordance with the provisions of this Section 10. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person (provided that such deliver is confirmed by the courier delivery service), or by nationally recognized expedited delivery services, with proof of delivery, or by United States Mail, postage prepaid, as a Registered or Certified item, Return Receipt Requested. Notices delivered by personal delivery shall be deemed to have been given at the time of such delivery, notices delivered by mail shall be effective when

deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notice by expedited delivery service shall be deemed to have been given on the day deposited with such delivery service, and addressed as provided below. Notice may additionally be provided by facsimile transmission or by digital scan so long as a copy of such notice is simultaneously forwarded by one of the other means described above.

The proper address for Grantor is as follows:

14th and J, LLC  
c/o Southern Land Company, LLC  
1550 W. McEwen Drive, Suite 200  
Franklin, Tennessee 37067  
Attention: President

The proper address for Grantee is as follows:

The City of Plano  
1520 K Avenue  
Plano, TX 75074  
Attention: City Manager

Any Party hereto may change the address for notice specified above by giving the other party ten (10) days advance written notice of such change of address in the manner provided above. In the event that any Party to this Agreement should sell, convey, or otherwise assign its rights under this Agreement or its fee ownership interest in any part of the Development Tract, it must provide the other Party ten (10) days advance written notice of such change and provide the address of the individual or entity to whom such sale, conveyance, or other assignment is to be made.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
12. 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 within.
13. Entire Agreement. This Agreement embodies the entire agreement between the parties relating to the subject matter hereof, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof.
14. Amendment; Termination. This Agreement and the easements granted hereunder may be terminated or amended by an instrument in writing executed jointly by all of the owner(s) of the Development Tract and Grantee and recorded in the Real Property Records of Collin County, Texas.

15. Miscellaneous. A waiver or breach or breaches, default or defaults hereunder shall not be construed to be a continuing waiver of any such breach or default, nor as a waiver of or permission, express or implied, for any subsequent breach or default.

IN WITNESS WHEREOF, this Agreement has been executed and delivered effective as of the day and year first above written.

**GRANTOR:**

14th and J, LLC  
a Delaware limited liability corporation

By: Southern Land Company, LLC,  
Its Manager

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

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

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

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared Brian S. Sewell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Southern Land Company, LLC, the Manager of 14th and J, LLC, a Delaware limited liability company, the within named bargainor, a limited liability company, and that he as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such President.

\_\_\_\_\_  
Notary Public – State of Tennessee

My Commission Expires:

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

**GRANTEE:**

THE CITY OF PLANO, TEXAS

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

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

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

This instrument was ACKNOWLEDGED before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Bruce D. Glasscock, City Manager, of **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said city.

\_\_\_\_\_  
Notary Public – State of Texas

My Commission Expires:

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

## EXHIBIT F

### CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### General Requirements Applicable to All Insurance

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

#### Evidence of Insurance Required

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

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

**INSURANCE REQUIREMENT AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

Vendor/Contractor

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

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

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

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

NOTE TO INSURANCE AGENT:

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

**EXHIBIT G**

**PAYMENT BOND**

**STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF COLLIN**

§

§

That \_\_\_\_\_, hereinafter called "**Principal**", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, hereinafter "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Beneficiary", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements described below, in the penal sum of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, A.D. which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Article 3503.003.

**IN WITNESS WHEREOF**, this instrument is executed in counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

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

**TITLE:** \_\_\_\_\_

**SURETY:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

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

**TITLE:** \_\_\_\_\_

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For additional information on the above named surety company you may contact the Texas Department of Insurance at (800)578-4677.

**NOTE:** Date on Page 1 of Payment Bond must be same date that City Council awarded Contract. Date on Page 2 of Payment Bond must be after the date that City Council awarded the Contract. If Resident Agent is not a corporation, give a person's name.



**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Section 3503.003.

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_ copies, each one of which shall be deemed an original, this, the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**SURETY:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of process is:

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

**NOTE:** Date on Page 1 of Performance Bond must be same date that City Council awarded Contract. Date on Page 2 of Performance Bond must be after the date that City Council awarded the Contract. If Resident Agent is not a corporation, give a person's name.

**EXHIBIT I**

**MAINTENANCE BOND**

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

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, hereinafter called "**Principal**", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home rule municipal corporation hereinafter called "**Beneficiary**", in the amount of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_), in lawful money of the United States, to be paid in Plano, Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, and firmly by these presents. This bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, A.D. which is made a part hereof by reference for the construction of certain public improvements that are generally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, if Principal will maintain and keep in good repair the work herein contracted to be done for a period of one (1) year from the date of final acceptance and do and perform all necessary work and repair any defective condition, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case Principal shall fail to do so it is agreed that the City may do such work and supply such materials and charge the same against Principal and Surety on this obligation.

**PROVIDED, FURTHER**, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

**PROVIDED FURTHER**, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**SURETY:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

**NOTE:** Date on Page 1 of Maintenance Bond must be same date that City Council awarded Contract. Date on Page 2 of Maintenance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

## EXHIBIT J

### **AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE**

#### **A. No Prohibited Interest**

I, the undersigned, declare that I am authorized to make this statement on behalf of \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of \_\_\_\_\_, 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."

#### **B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status

- as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
  - (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
  - (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
  - (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
  - (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

\_\_\_\_\_ A religious organization.

\_\_\_\_\_ A political organization.

\_\_\_\_\_ An educational institution.

\_\_\_\_\_ A branch or division of the United States government or any of its departments or agencies.

\_\_\_\_\_ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

\_\_\_\_\_ A private club that is restricted to members of the club and guests and not open to the general public.

\_\_\_\_\_ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Company Name

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_



# 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:		December 14, 2015		
Department:		Neighborhood Services		
Department Head		Lori Schwarz		
Agenda Coordinator (include phone #): <b>Doris Carter, ext. 5350</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, establishing a Housing Tax Credit (HTC) resolution application and evaluation process for applicants submitting an application for housing tax credit financing to the Texas Department of Housing and Community Affairs (TDHCA); and designating the City Manager, or his designee, to implement the process; and declaring 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</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):</b> N/A				
<b>COMMENTS:</b> This item has no financial impact.				
<b>STRATEGIC PLAN GOAL:</b> Establishing an application and evaluation process for individuals or organizations that seek city council support for their participation in Housing Tax Credit program relates to the City's Goals of a Financially Strong City with Service Excellence and Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
This resolution formally establishes the City of Plano's Low Income Housing Tax Credit Resolution Process for review and consideration of applications submitted to the Texas Department of Housing and Community Affairs (TDHCA) for housing tax credits to build affordable housing.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution				



# Memorandum

**Date:** December 2, 2015  
**To:** Bruce D. Glasscock, City Manager  
**From:** Lori Feild Schwarz, Director of Neighborhood Services  
**Subject:** City of Plano TDHCA Housing Tax Credit Resolution Process

On November 9, 2015, the City Council reviewed and discussed Texas Department of Housing and Community Affairs (TDHCA) Housing Tax Credit process during its Preliminary Open Meeting. Staff presented an evaluation process and timeline for holding public hearings for housing tax credit applications being submitted to TDHCA. The process ensures that the City meets all of the requirements of the Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4) with regards to holding a public hearing for proposed tax exempt bond developments.

The process will focus on the merits of each specific application related to the potential financing through the TDHCA. There will be no review of the suitability of the site in relation to the city's development regulations. The proposed process evaluates applications for consistency with the needs and priorities of the community established in the Consolidated Plan of Housing and Community Development Needs.

XC: Frank F. Turner, Deputy City Manager  
Shanette Brown, Community Services Manager

**ATTACHMENTS:**

"A" – Proposed City of Plano Housing Tax Credit Resolution Process and Application



## City of Plano LIHTC Resolution Process

TDHCA offers non-competitive 4% and competitive 9% LIHTC application processes. Non-competitive Low Income Housing Tax Credit (LIHTC) applications may be received year round and are evaluated as received. Competitive 9% LIHTC applications follow a different process, which typically begins in January of each year. Below is the proposed timeline and application process for developers seeking resolutions for their Plano LIHTC TDHCA application:

### City of Plano 9% LIHTC Application Timeline

- September 2015:** Held meetings with known developers to discuss the new process and answer questions.
- October 2015:** Application and checklist (see attached) published online.
- December 31, 2015:** Applications due and Staff evaluation of applications. This would include a joint review by a group of Neighborhood Services, Planning Department and Accounting (Financial review) staff.
- January 2016:** Council briefing on the TDHCA LIHTC process (see below timeline) and the public hearing on resolutions of support and no objection.

### THDCA 9% LIHTC Timeline (based on the 2016 TDHCA DRAFT timeline)

- January 2016: Applications acceptance period begins.
- February 2016: Full application due.
- March 2016: Resolutions from local government and elected officials due.
- June 2016: Board meeting and application review.
- July 2016: Final Awards



## City of Plano LIHTC Resolution Process

### Threshold Evaluation Criteria:

Staff will use the below threshold questions and information submitted by the developer with the application (see attached) to determine whether a Resolution of Support (17 TDHCA application points) or a Resolution of No Objection (14 TDHCA application points) will be recommended to City Council.

#### Resolutions of Support:

Applications meeting at least 4 of the below 6 threshold questions including meeting threshold question #1 and are deemed financially stable as shown in the financial information submitted with the application checklist will receive a staff recommendation for a Resolution of Support,

#### Resolutions of No Objection:

Applications meeting threshold question #1 and that are deemed financially stable as shown in the financial information submitted with the application checklist will receive a staff recommendation for a Resolution of No Objection.

### Threshold Questions

- 1) Does the LIHTC project fit a city priority and need as stated in the five year Consolidated Plan?
- 2) Does the developer have an existing relationship with utilizing City of Plano HUD funds to provide or maintain affordable housing or a letter of support from a municipality for which the developer has collaborated with for the purpose of building or rehabilitating housing?
- 3) Location: Is the project located within 0.50 mile walking distance of DART transportation (current or developing public transportation route) or is the project located in a high opportunity area?

High opportunity area is defined as an area that has the following:

- An Area Median Income greater than 80%; or An area poverty rate 10% or less
- 4) What is the percent of unit mix with priority given to mixed income developments. This evaluation is based on market rate units to low-income unit percentages allowing projects that have at least 25% of market rate units to meet the threshold.
  - 5) Do the units address a housing need or problem identified in the Needs Assessment or Market Analysis sections of the City of Plano's current Consolidated Plan for HUD programs?
  - 6) Does the development include at least four of the below energy efficient or sustainable/green build components?
    - The use of **better than** R-3 insulation on exposed hot water pipes;
    - Energy Star qualified windows with Low E glass;
    - Energy Star qualified HVAC;
    - Energy Star qualified Efficiency Water Heaters;
    - Radiant barrier per ASTM standards in attic and/or roof sheathing; and/or exterior wall sheathing (**may not be combined with spray foam insulation**);



## **City of Plano LIHTC Resolution Process**

- Spray foam insulation exceeding code requirements; or
- Low or no VOC paint



# City of Plano 9% Low-Income Housing Tax Credit Resolution of Support Application

No applications will be accepted after 3:00 p.m., Thursday, December 31, 2015. NO EXCEPTIONS. Delivery of applications must be accepted and initialed by city staff within the Neighborhood Services or Planning Department offices. Electronic submittal of this application or information requested via the Application Checklist is not allowed.

Applications may be mailed to City of Plano Neighborhood Services Department, P.O. Box 860358, Plano, TX 75086-0358 or delivered to Plano Municipal Center, 1520 K Avenue, Suite 250, Plano, TX, 75074. Mailed applications must be received by 3:00 p.m., Thursday, December 31, 2015. Applications must be submitted with a completed Application Form and Application Checklist, including responses to all information listed in the checklist. Neighborhood Services Department staff is available to advise you on any requirements.

**Project Name:** \_\_\_\_\_

### Property Information

Property Address:
Legal Description:
Do you intend to request funding for your project through the City of Plano Consolidated Grant Process?
YES <input type="checkbox"/> NO <input type="checkbox"/>

### Applicant Information (property owner or authorized agent) Applicant will be used as the City's Official Contact

Name:
Address:
City/State/Zip:
Work Phone: Cell Phone:
Email:
Do you have site control or owner's consent to apply for LIHTC funding on this site?
YES <input type="checkbox"/> NO <input type="checkbox"/>

### Property Owner Information

Owner Name(s):
Address:
City/State/Zip: DUNS Number:
Work Phone: Cell Phone:
Email:

Applicant Signature:
Printed Name: Date:
By signing this form, the owner of the property authorizes the City of Plano to begin proceeding in accordance with the process for this request. The owner further acknowledges that submission of an application does not in any way obligate the City of Plano to approve the application. Although City staff may make certain recommendations regarding this application, the decision making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

**(Page Intentionally Left Blank)**



### City of Plano Low-Income Housing Tax Credit Resolution of Support Request Checklist

This Checklist is intended to provide the information and data that is necessary to assess the merits of the project proposal.

*Incomplete applications cannot be accepted for review. If all the information noted in the "Items Required for Submittal" section of this checklist is not provided the application may not be accepted for processing.*

Items Required for Submittal	
Application Form	<input type="checkbox"/>
Checklist	<input type="checkbox"/>
Proposed Development name, Developer/Applicable owner(s) and/or Program name to be referenced in the City Resolution	<input type="checkbox"/>
Letter of Project Intent, with detailed information listed below:	<input type="checkbox"/>
<b>Detailed Information</b>	
Location Map of the property.	<input type="checkbox"/>
<b>Site Development:</b>	
List the number of units.	<input type="checkbox"/>
List the breakdown of rental rates by unit and income restrictions.	<input type="checkbox"/>
Will rental rates change over time and how are they determined?	<input type="checkbox"/>
How many accessible units are included.	<input type="checkbox"/>
If the development includes market rate units, do these units differ from the income restricted units in anyway?	<input type="checkbox"/>
List the amenities included in individual units as well as those for the entire site.	<input type="checkbox"/>
Describe energy efficiency components that will be installed.	<input type="checkbox"/>
<b>Background of the development company and management company:</b>	
Have there been any changes in company names or re-organizations?	<input type="checkbox"/>
History of similar projects and complexes managed.	<input type="checkbox"/>
How many tax credit and/or HOME projects have you developed and managed?	<input type="checkbox"/>

**ATTACHMENT A**

<b>Financial:</b>	
List the funding sources to be used.	<input type="checkbox"/>
List any past or current funding programs (state or federal) for which the property is under contract (USDA, Section 8, etc.).	<input type="checkbox"/>
Provide the anticipated breakdown of the development costs.	<input type="checkbox"/>
Will the site be tax exempt after development?	<input type="checkbox"/>
What is the affordability period requirement for this project?	<input type="checkbox"/>
Provide a Pro Forma statement for the project.	<input type="checkbox"/>
Will this development require extensive capital improvements?	<input type="checkbox"/>
<b>Please list any additional information or letters that you will be requesting from the City of Plano for the TDHCA application requirements.</b>	<input type="checkbox"/>



# City of Plano 4% Low-Income Housing Tax Credit Resolution of Support Application

Applications are accepted year round. Delivery of applications must be accepted and initialed by city staff within the Neighborhood Services or Planning Department offices.

Applications may be mailed to City of Plano Neighborhood Services Department, P.O. Box 860358, Plano, TX 75086-0358 or delivered to Plano Municipal Center, 1520 K Avenue, Suite 250, Plano, TX, 75074. All applications must be submitted with a completed Application Form and Application Checklist, and all materials listed in the appropriate checklist. Neighborhood Services Department staff is available to advise you on any requirements.

**Project Name:** \_\_\_\_\_

### Property Information

Property Address:
Legal Description:
Do you intend to request funding for your project through the City of Plano Consolidated Grant Process?
YES <input type="checkbox"/> NO <input type="checkbox"/>

### Applicant Information (property owner or authorized agent) Applicant will be used as the City's Official Contact

Name:
Address:
City/State/Zip:
Work Phone: Cell Phone:
Email:
Do you have site control or owner's consent to apply for LIHTC funding on this site?
YES <input type="checkbox"/> NO <input type="checkbox"/>

### Property Owner Information

Owner Name(s):
Address:
City/State/Zip: DUNS Number:
Work Phone: Cell Phone:
Email:

Applicant Signature:
Printed Name: Date:
By signing this form, the owner of the property authorizes the City of Plano to begin proceeding in accordance with the process for this request. The owner further acknowledges that submission of an application does not in any way obligate the City of Plano to approve the application. Although City staff may make certain recommendations regarding this application, the decision making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

**ATTACHMENT A**

**(Page Intentionally Left Blank)**



### City of Plano Low-Income Housing Tax Credit Resolution of Support Request Checklist

This Checklist is intended to provide the information and data that is necessary to assess the merits of the project proposal.

*Incomplete applications cannot be accepted for review. If all the information noted in the "Items Required for Submittal" section of this checklist is not provided, the application may not be accepted for processing.*

Items Required for Submittal	
Application Form	<input type="checkbox"/>
Checklist	<input type="checkbox"/>
Proposed Development name, Developer/Applicable owner(s) and/or Program name to be referenced in the City Resolution	<input type="checkbox"/>
Letter of Project Intent, with detailed information listed below:	<input type="checkbox"/>
<b>Detailed Information</b>	
Location Map of the property.	<input type="checkbox"/>
<b>Site Development:</b>	
List the number of units.	<input type="checkbox"/>
List the breakdown of rental rates by unit and income restrictions.	<input type="checkbox"/>
Will rental rates change over time and how are they determined?	<input type="checkbox"/>
How many accessible units are included?	<input type="checkbox"/>
If the development includes market rate units, do these units differ from the income restricted units in any way?	<input type="checkbox"/>
List the amenities included in individual units as well as those for the entire site.	<input type="checkbox"/>
Describe energy efficiency components that will be installed.	<input type="checkbox"/>
<b>Background of the development company and management company:</b>	
Have there been any changes in company names or re-organizations?	<input type="checkbox"/>
History of similar projects and complexes managed.	<input type="checkbox"/>
How many tax credit and/or HOME projects have you developed and managed?	<input type="checkbox"/>

**ATTACHMENT A**

<b>Financial:</b>	
List the funding sources to be used.	<input type="checkbox"/>
List any past or current funding programs (state or federal) for which the property is under contract (USDA, Section 8, etc.).	<input type="checkbox"/>
Provide the anticipated breakdown of the development costs.	<input type="checkbox"/>
Will the site be tax exempt after development?	<input type="checkbox"/>
What is the affordability period requirement for this project?	<input type="checkbox"/>
Provide a Pro Forma statement for the project.	<input type="checkbox"/>
Will this development require extensive capital improvements?	<input type="checkbox"/>
<b>Please list any additional information or letters that you will be requesting from the City of Plano for the TDHCA application requirements.</b>	<input type="checkbox"/>

**A Resolution of the City of Plano, Texas, establishing a Housing Tax Credit (HTC) resolution application and evaluation process for applicants submitting an application for housing tax credit financing to the Texas Department of Housing and Community Affairs (TDHCA); and designating the City Manager, or his designee, to implement the process; and declaring an effective date.**

**WHEREAS**, the Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4) require municipalities to hold a public hearing for housing tax credit (HTC) application submittals to the Texas Department of Housing and Community Affairs (TDHCA) that have a proposed housing site seeking tax exempt bonds within their jurisdictions; and

**WHEREAS**, TDHCA requires HTC applicants submit a resolution of no objection or support from the applicable Governing Body; and

**WHEREAS**, the City of Plano has developed a LIHTC Resolution Process (the "Process") to standardize the review and public hearing of HTC application submittals to TDHCA; and

**WHEREAS**, the City Council reviewed the Process during its Preliminary Open Meeting held on November 9, 2015; and

**WHEREAS**, the City of Plano Process ensures applications meet the needs and priorities of the community as established in the City's Consolidated Plan of Housing and Community Development Needs; and

**WHEREAS**, the resolutions provided as a result of this Process are specifically related to potential financing and make no finding regarding either the suitability of the proposed site or compliance with the City's development regulations; and

**WHEREAS**, approval of an LIHTC resolution will not be construed as a development permit and will focus on the merits of each specific application related to the potential financing of an affordable housing development with low income housing tax credits through the TDHCA; and

**WHEREAS**, the City Council finds that establishing the Process is in the public interest of the citizens of the City of Plano.

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

**SECTION I.** The City of Plano LIHTC Resolution Process complies with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4) and

**SECTION II.** The City Manager, or his designee, is hereby authorized, and directed to begin utilizing the Process.

**SECTION III.** This resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED THIS THE 14TH DAY OF DECEMBER, 2015.**

\_\_\_\_\_  
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:		12/14/2015		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Toshia Kimball -x- 7479</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving the Policy Statement for Tax Abatement of the City of Plano thereby establishing criteria for evaluating incentive applications; establishing procedural guidelines and criteria governing tax abatement agreements; 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</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.				
<b>STRATEGIC PLAN GOAL:</b> Approving the Policy Statement for Tax Abatement relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This is to approve the Policy Statement for Tax Abatement. The Tax Abatement Policy must be approved every two years in accordance with City of Plano policy. The existing tax abatement guidelines and criteria were adopted on November 14, 2011 and amended on January 23, 2012, and January 13, 2014.				
List of Supporting Documents: Resolution Policy Statement Tax Abatement			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City of Plano, Texas, approving the Policy Statement for Tax Abatement of the City of Plano thereby establishing criteria for evaluating incentive applications; establishing procedural guidelines and criteria governing tax abatement agreements; and providing an effective date.**

**WHEREAS**, tax abatement guidelines and criteria are effective for two (2) years from the date of adoption; and

**WHEREAS**, the existing tax abatement guidelines and criteria were adopted on November 14, 2011 and amended on January 23, 2012, and January 13, 2014; and

**WHEREAS**, the City Council wishes to adopt a Policy Statement for Tax Abatement for the City of Plano that is applicable for all tax abatement applications filed after the date of this Resolution, a substantial copy of which is attached as Exhibit "A" and incorporated herein by reference (hereinafter called "Policy"); and

**WHEREAS**, upon full review and consideration of the Policy and all matters attendant and related thereto, the City Council is of the opinion that the Policy should be approved.

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

**Section I.** The terms and conditions of the Policy 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, is hereby in all things approved.

**Section II.** The City of Plano elects to be eligible to participate in tax abatement agreements.

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of December, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## CITY OF PLANO, TEXAS

### POLICY STATEMENT FOR TAX ABATEMENT

Effective 01-01-2016

#### I. General Purpose and Objectives

The City of Plano is committed to the promotion and retention of high quality development in all parts of the City and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Plano will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development in Plano.

The City of Plano will consider providing incentives in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Plano is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

#### II. Criteria

All tax abatements provided by the City of Plano must have as their underlying goal to further economic development in Plano. The goals to be achieved by the granting of the tax abatement should be measurable and be binding upon the recipient of the tax abatement as set forth in an agreement between the City and recipient.

Any person, organization or corporation seeking a tax abatement to foster location, improvement or expansion of operations within the city limits of Plano, must comply with the following procedures. Nothing within these procedures shall imply or suggest that Plano is under any obligation to provide any incentive to an applicant.

#### III. Value of Tax Abatements

Following an assessment of the narrative response, the City Manager shall determine whether it is in the best interests of the City to recommend that a tax abatement be offered to the applicant. Additional consideration beyond the criteria will include such items as the degree to which the project/applicant furthers the goals and objectives of the community or meets or compliments a special need identified by the community.

Tax Abatement shall be offered in two categories: 1) Real Property and/or 2) Business Personal Property. Real Property abatements will be offered to applicants that pursue the construction of new or expanded facilities in which to house the applicable project. The abatement will apply to the assessed value of improvements made. Business Personal Property abatements will be offered to applicants that pursue the purchase or long-term lease of existing facilities. The abatement will apply to the assessed value of new personal property brought into the taxing jurisdiction. Assessed value as used in this Policy Statement shall mean the taxable value of Real Property improvements and Business Personal Property as determined by the county appraisal district in which the property is located.

Once a determination has been made that a tax abatement should be offered, the percentage of abatement and term of the abatement will be determined based upon information provided in the narrative response.

#### **IV. Application**

- A. Applicant shall complete the attached "Application for Tax Abatement."
- B. Applicant shall prepare a plat showing the precise location of the property to which the tax abatement applies, all roadways within 500 feet of the site, and all existing land uses and zoning within 500 feet of the site, and the address of the property. Twenty-one (21) days prior to the public hearing, the applicant must provide a metes and bounds property description and a general address of the property.
- C. Applicant shall complete all forms and information detailed in items A through B above and submit them to the Plano Economic Development Department, City of Plano, 5601 Granite Parkway, Suite 310, Plano, Texas 75024. Applicant shall also submit a copy of the application to the Director of Finance, City of Plano, P. O. Box 860358, Plano, Texas 75086-0358 (email: [finadmin@plano.gov](mailto:finadmin@plano.gov)).
- D. Any information provided by applicant on the Application Form may be subject to release to the public pursuant to the Texas Public Information Act. It is the responsibility of the applicant to clearly identify information it wishes to protect from release that is

considered proprietary or confidential. The City will notify the applicant if a request is made for information indicated as confidential by the applicant so that the applicant may assert to the Texas Attorney General its right to be withheld from release.

- E. Certain information provided to the City in connection with an application may be confidential and not subject to public disclosure until the incentive agreement is executed. The City of Plano, will respond to requests for disclosure as required by law and will assert exceptions on its behalf to disclosure as it deems relevant. The City will make reasonable attempts to notify the applicant of the request so it may assert its own objections to the Attorney General.

V. **Application Review Steps**

- A. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
- B. The City Manager may use City personnel and third parties to assist in the application review process.
- C. Upon review, the City Manager will determine whether he/she will recommend proposed tax abatement to the applicant subject to final Council approval. The proposed incentive by the City Manager is not binding upon the City Council to grant a tax abatement. It is a conditional offer subject to the City Council's approval.
- D. Upon receipt of the proposed offer to be recommended to the City Council, the applicant will have ninety (90) days to accept, decline or request an extension of the proposed offer. All responses and requests shall be made in writing to the City Manager. In certain circumstances, the City Manager may alter the time frame.
- E. Upon written acceptance by the applicant of the proposed offer, the recommendation of the City Manager with all relevant materials will be forwarded to the City Council.

- F. The City Council of Plano may consider a resolution calling a public hearing to consider establishment of a Reinvestment Zone.
- G. The City Council of Plano may hold the public hearing and determine whether the project is “feasible and practical and would be of benefit to the land to be included in the zone and to the municipality after the expiration of the tax abatement agreement.”
- H. The City Council of Plano may consider adoption of an ordinance designating the area described in the legal description of the proposed project as a commercial/industrial tax abatement zone.
- I. The City Council of Plano may consider adoption of a resolution approving the terms and conditions of a contract between the City and the applicant governing the provision of the tax abatement.
- J. The governing body of Collin County may independently consider participating in a separate tax abatement agreement between the County and the applicant. Independent School Districts and Collin County Community College are either prohibited by law or have elected not to participate in tax abatement agreements.
- K. If the tax abatement agreement is approved, the City of Plano will send copies of the agreement to the Office of the Governor Economic Development and Tourism, Office of the Comptroller, and to the State Property Tax Board each April.
- L. Property taxes are assessed on January 1 of each year. It is the obligation of the applicant to ensure that all final approvals for the tax abatement agreement have occurred by December 31<sup>st</sup> of the year prior to the year the improvements are assessed. No tax abatement can be given for improvements that are on the Tax Assessor’s Roll before the tax abatement is effective. The applicant should be aware that because of mandatory publication requirements, compliance with the governing body’s calendar, and other matters, the process for obtaining approval for a tax abatement with the City of Plano governing body may take as long six weeks. It is the applicant’s responsibility to ensure the follow up of these items and approvals.

## **VI. Tax Abatement Agreement Terms**

At a minimum, all tax abatements shall include the following provisions:

1. No Business Personalty shall be relocated from any other City of Plano created Reinvestment Zone;
2. Job creation and/or retention shall not be a requirement for tax abatement agreements including any tax abatement agreements in effect at the time of adoption of this policy.
3. Right of inspection to the premises must be provided to ensure compliance with the agreement;
4. The right of recapture of previously abated taxes if applicant fails to pay taxes for the assessed value for the Real Property and/or Business Personalty;
5. The value of all Real Property improvements and Business Personal Property will be the assessed value as determined by the appropriate county appraisal district;
6. The term of a tax abatement agreement may not exceed ten (10) years as required by law; and
7. The right to terminate a tax abatement agreement in the event of a material breach of the agreement.
8. Written annual certification by the Chief Financial Officer, President and/or other City approved designated officer of the entity receiving the incentive that it has complied with the terms and conditions of the incentive agreement.

## **VII. Modification of Tax Abatement Agreements**

Any requests by the applicant to modify the terms of the agreement subsequent to City Council action shall be accompanied by the payment of a non-refundable, modification processing fee in the amount of One Thousand Dollars (\$1,000.00) for associated administrative costs.

CITY OF PLANO, TEXAS

APPLICATION FOR TAX ABATEMENT

NOTE: PLEASE CLEARLY IDENTIFY ANY INFORMATION YOU DEEM TO BE CONFIDENTIAL OR PROPRIETARY. THE CITY WILL ATTEMPT TO PROTECT ANY INFORMATION MARKED CONFIDENTIAL OR PROPRIETARY AND WILL NOTIFY THE APPLICANT OF ANY REQUESTS FOR DISCLOSURE.

Project Information

1. Applicant Company's Name:  
Company's Representative:  
Title:  
Mailing Address:  
City, State, Zip:  
Telephone Number:  
Email Address:  
Website Address:
  
2. Tenant's Representative:  
Title:  
Company:  
Mailing Address:  
City, State, Zip:  
Telephone Number:  
Email Address:
  
3. Property Owner:  
Property Owner's Representative:  
Title:  
Company:  
Mailing Address:  
City, State, Zip:  
Telephone Number:  
Email Address:
  
4. Property Address and/or location description:
  
5. Property Legal Description (attach metes and bounds):

6. Located within:  
City of Plano   
Plano Independent School District   
Lewisville Independent School District   
Frisco Independent School District   
Collin County   
Denton County
7. Company description and overview (including headquarters location, year founded, products and services, and annual revenue and growth).
8. Applicant business is:  
Public   
Private
9. State of Incorporation:
10. Is a recent annual audit available?  
If yes, please submit a copy with application.  
If no, financials to be provided upon request.
11. Applicant company's four digit NAICS Industry Code: (if known)
12. Description of project:
13. Will any zoning changes be necessary to accommodate the project?  
If yes, please provide additional information:
14. Does the applicant company plan to utilize Plano-based companies in the design, construction and on-going operations of the facility?
15. Date projected for occupancy of project/initiation of operations:
16. Will applicant company occupy:  
Existing space:  
Space currently planned or under construction:  
Proposed new facility:
17. Acreage of proposed site:
18. Square footage of proposed occupied space:

19. Proposed type of occupancy:

- Owner Occupied   
Landlord/Tenant

If leasing, what is length of lease?

20. Applicant business is: (Click all that apply)

- Existing** Plano company   
**New** company to Plano   
Expanding   
Relocating from another city in Texas   
Relocation from out-of-state or country

21. If company is currently located in Plano:

When does their current lease expire?

What is the square footage of currently occupied space?

22. Type of tax abatement requested:

- Real Property improvements   
Business Personal Property improvements

23. Specify other economic assistance requested:

## Employment Impact

1. Number of Full Time Equivalents (FTE)\* employed by applicant company at occupancy and to be maintained throughout the term of the agreement (exclusive of contract employees):

\*FTE means one or more job positions located at the Property which individually or when combined total 2080 hours (inclusive of holidays, vacation and sick leave) annually.

2. Future FTE employment (if applicable):  
Projected FTE employment (milestone) of \_\_\_\_\_ by \_\_\_\_\_ (indicate date)  
Projected FTE employment (milestone) of \_\_\_\_\_ by \_\_\_\_\_ (indicate date)
3. Is this an existing business in Plano?  
If yes, what is the FTE employment that will be retained in Plano by this project?
4. Does the applicant company anticipate hiring contract employees?  
If yes, what is the number of FTE contract employees?  
What is the median annual salary of the FTE contract employees?
5. If applicable, what is the number of FTE positions that will be relocated to Plano from applicant company's other locations?  
Provide location(s) the positions are being relocated from:
6. Indicate the applicant company's FTE employment in each category (at occupancy):  
Executive  
Professional  
Managerial  
Technical  
General Staff  
Production Workers \_\_\_\_\_  
Total
7. What will be the median annual salary of company's FTEs (at occupancy)?
8. Projected annual payroll at occupancy:

**Fiscal Impact**

	Initial Year	In Year (If applicable)	In Year (If applicable)
<p>1. What is the estimated fair market value of the <b>Real Property</b> (RP) improvements (<u>exclusive of land</u>) that will be added to the tax base?</p> <p>The RP taxable value shall be determined by the Collin Central Appraisal District.</p>			
<p>2. What is the estimated fair market value of the <b>Business Personal Property</b> (BPP) improvements that will be added to the tax base?</p> <p>The BPP must be owned by Company and will not include inventory or supplies nor be relocated from any other property currently located in the City of Plano. The BPP taxable value shall be determined by the Collin Central Appraisal District.</p>			
<p><b>TOTAL CUMULATIVE IMPROVEMENTS</b></p>	\$	\$	\$

3. If applicable, what is the annual value of inventory eligible for Freeport Exemption?

4. If applicable, what is the annual value of sales that will be subject to sales tax collection by the City of Plano?

5. Will additional infrastructure investment be required from the City of Plano at the proposed site(s)?

If yes, detail required improvements including cost estimates.

## Community Impact

1. Please summarize the overall economic impact on the City of Plano (sales, Real Property and Business Personal Property improvements, employment, business sector, etc.).
2. Please estimate the annual number of room-nights\* in the City of Plano the applicant company anticipates generating.

\*Room-nights are the number of hotel rooms booked x the number of nights, i.e. four rooms booked for five nights equals 20 room-nights.

3. Please describe the necessity in requesting property tax abatement. Describe the competitive, financial or other issues associated with this application.

## Certifications

### Certification of No Undocumented Workers

Chapter 2264 of the Texas Government Code requires that each business that submits an application to receive a public subsidy include in the application a statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving a public subsidy, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development department notifies the business of the violation.

I hereby certify that \_\_\_\_\_ is in compliance with Chapter 2264 of the Texas Government Code.

Signature:  
Name:  
Title:  
Company:

I hereby certify that I have read the City of Plano Policy Statement for Tax Abatement and the information provided in this application is, to the best of my knowledge and belief, true and correct.

Date:

Signature:

Name:

Title:

Company:

Note:

Insertion of '/s/' above the name is acceptable evidence of an electronic signature by the person so signing.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/14/2015		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Kellie Boyer x7248</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas amending Section 2-12(c) of the City Code of Ordinances of the City of Plano, Texas to clarify the City Manager's authority for City contracts in accordance with state law; providing a severability clause, a repealer clause, a savings clause, and 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</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>
FUND(s): <b>N/A</b>				
<b>COMMENTS:</b> This item has no financial impact.  <b>STRATEGIC PLAN GOAL:</b> An Ordinance amending Section 2-12(c) of the Code of Ordinances of the City of Plano, Texas relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
See attached ordinance.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas amending Section 2-12(c) of the City Code of Ordinances of the City of Plano, Texas to clarify the City Manager’s authority for City contracts in accordance with state law; providing a severability clause, a repealer clause, a savings clause, and an effective date.**

**WHEREAS**, the City Council adopted the City of Plano Procurement Code by Ordinance No. 96-3-18 which was amended by Ordinance No. 2001-8-15 which was amended by Ordinance No. 2007-8-9 which was amended by Ordinance No. 2011-9-5 which was amended by Ordinance 2011-11-9; and

**WHEREAS**, the City Council wishes to clarify the City Manager’s authority for City contracts in accordance with state law; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Plano to amend Section 2-12(c) of the City of Plano, Texas Code of Ordinances to clarify the City Manager’s authority for City contracts in accordance with state law.

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

**Section I.** Section 2-12(c) of the City of Plano, Texas Code of Ordinances is hereby amended to clarify the City Manager’s authority for City contracts in accordance with state law as follows:

“(c) *Authorization of contracts by city manager.* The following contracts may be entered into and executed on behalf of the city by the city manager or his designees without further council authorization:

- (1) Change orders which result in increases or decreases to agreements and which do not exceed the sum of fifty thousand dollars (\$50,000.00); and
- (2) Contracts for the lease or purchase of goods or services in an amount equal to or less than fifty thousand dollars (\$50,000.00), unless otherwise excepted by state law. ”

**Section II.** 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 III.** All provisions of the Code of 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 Code of 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 IV.** 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 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 at the time of passage of this ordinance.

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of December, 2015.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

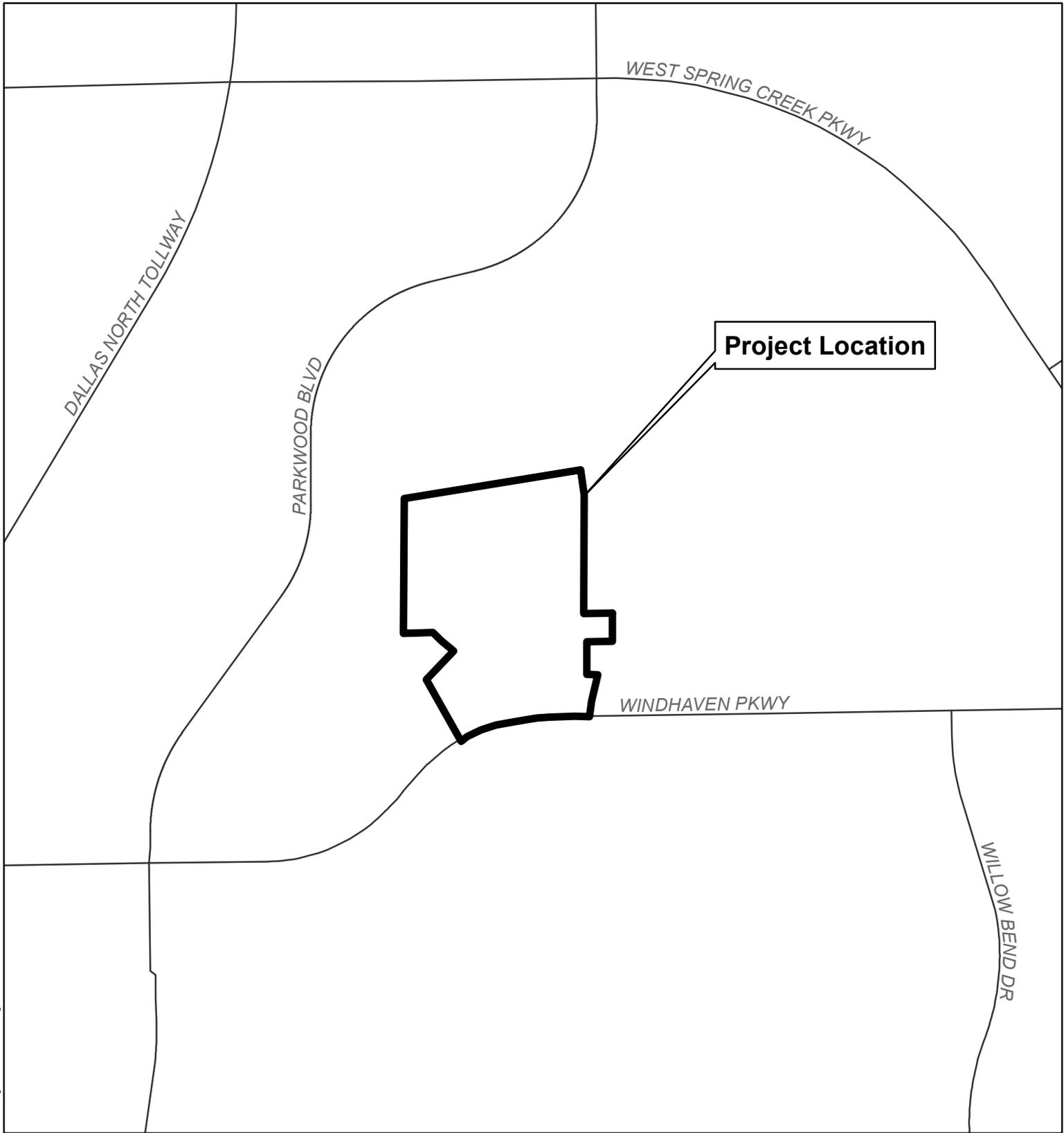
---

Paige Mims, CITY ATTORNEY

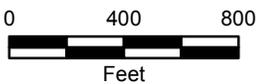


# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/14/2015			
Department:		Engineering			
Department Head		Caleb Thornhill			
Project		Avignon Windhaven, Phase 1 - #5597			
Agenda Coordinator (include phone #):		<b>Kathleen Schonke X-7198</b>			
<b>CAPTION</b>					
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 50' Street Easement, situated in the C. Luttrell Survey, Abstract No. 522, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owners of the property underlying the easement, Haggard Enterprises, Limited, Windhaven Development, Ltd., and Acres of Sunshine, Ltd., to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed 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>2015-16</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					
<p><b>COMMENTS:</b> This item has no financial impact.          STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to this Easement relates to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The easement is no longer needed, and the abandonment will allow for future development in that area.</p> <p><a href="https://www.google.com/maps/place/Avignon+Windhaven+Hoa/@33.0578957,-96.8193335,17.64z/data=!4m2!3m1!1s0x864c23442b45773b:0x1b3b93b360533bc3">https://www.google.com/maps/place/Avignon+Windhaven+Hoa/@33.0578957,-96.8193335,17.64z/data=!4m2!3m1!1s0x864c23442b45773b:0x1b3b93b360533bc3</a></p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map Ordinance Petition for Abandonment			N/A		

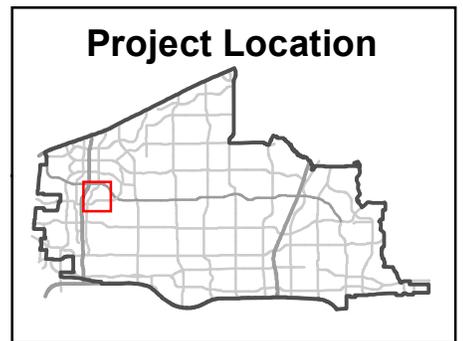


georgetau.C:\Projects\Engineering\Locator\Maps\11-25-2015\_Project\_5597\_Avignon\_Windhaven\Avignon\_Windhaven.mxd



City of Plano GIS Division  
November, 2015

## Avignon Windhaven Project No. 5597



**An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 50' Street Easement, situated in the C. Luttrell Survey, Abstract No. 522, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owners of the property underlying the easement, Haggard Enterprises, Limited, Windhaven Development, Ltd., and Acres of Sunshine, Ltd., to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain 50' Street Easement, located in the Avignon Windhaven Phase I Addition (hereinafter called "Easement") being situated in the C. Luttrell Survey, Abstract No. 522, which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference; and

**WHEREAS**, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the owner of the property underlying the Easement; and has advised that the Easement should be abandoned.

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

**Section I.** All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the owner of the property underlying the easement, in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager or his authorized designee is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

**Section II.** The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easement.

**Section III.** The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of December, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT "A"

### PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting 50' Street Easement (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:

**The easement is no longer needed, and it will allow for future development in that area.**

2. The following public interest will be served as a result of the abandonment:

**The easement is no longer needed, and it will allow for future development in that area.**

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.

4. ~~If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as Exhibit "B".~~

5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.

6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

**HAGGARD ENTERPRISES, LIMITED – 0.095 ACRES (4,156 SQUARE FEET)**  
**ACRES OF SUNSHINE, LTD. - 0.243 ACRES (10,606 SQUARE FEET)**  
**WINDHAVEN DEVELOPMENT, LTD. – 0.175 ACRES (7,607 SQUARE FEET)**

8. ~~Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as Exhibit "C".~~
9. ~~Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as Exhibit "D".~~

[Remainder of page blank]

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

Windhaven Development Ltd.  
**Typed Name of Owner**

800 Central Parkway East, Suite 100  
**Address**

Plano, TX 75074  
**City, State and Zip**

Dated: 11/3/2015 *[Signature]*, manager of G.P.  
**Signature of Owner**

**Contact Person for Property Owners:**

**Name:** Rutledge Haggard

**Phone No:** 972-422-4515

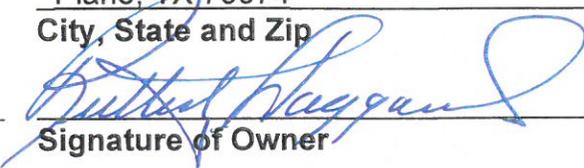
10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

Haggard Enterprises, Limited  
**Typed Name of Owner**

800 Central Parkway East, Suite 100  
**Address**

Plano, TX 75074  
**City, State and Zip**

Dated: 11-3-15

  
**Signature of Owner**

**Contact Person for Property Owners:**

**Name:** Rutledge Haggard

**Phone No:** 972-422-4515

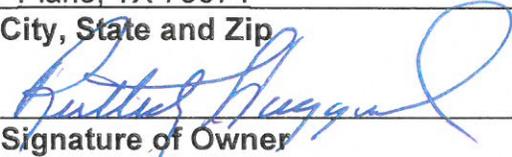
10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

Acres of Sunshine Ltd.  
**Typed Name of Owner**

800 Central Parkway East, Suite 100  
**Address**

Plano, TX 75074  
**City, State and Zip**

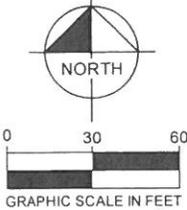
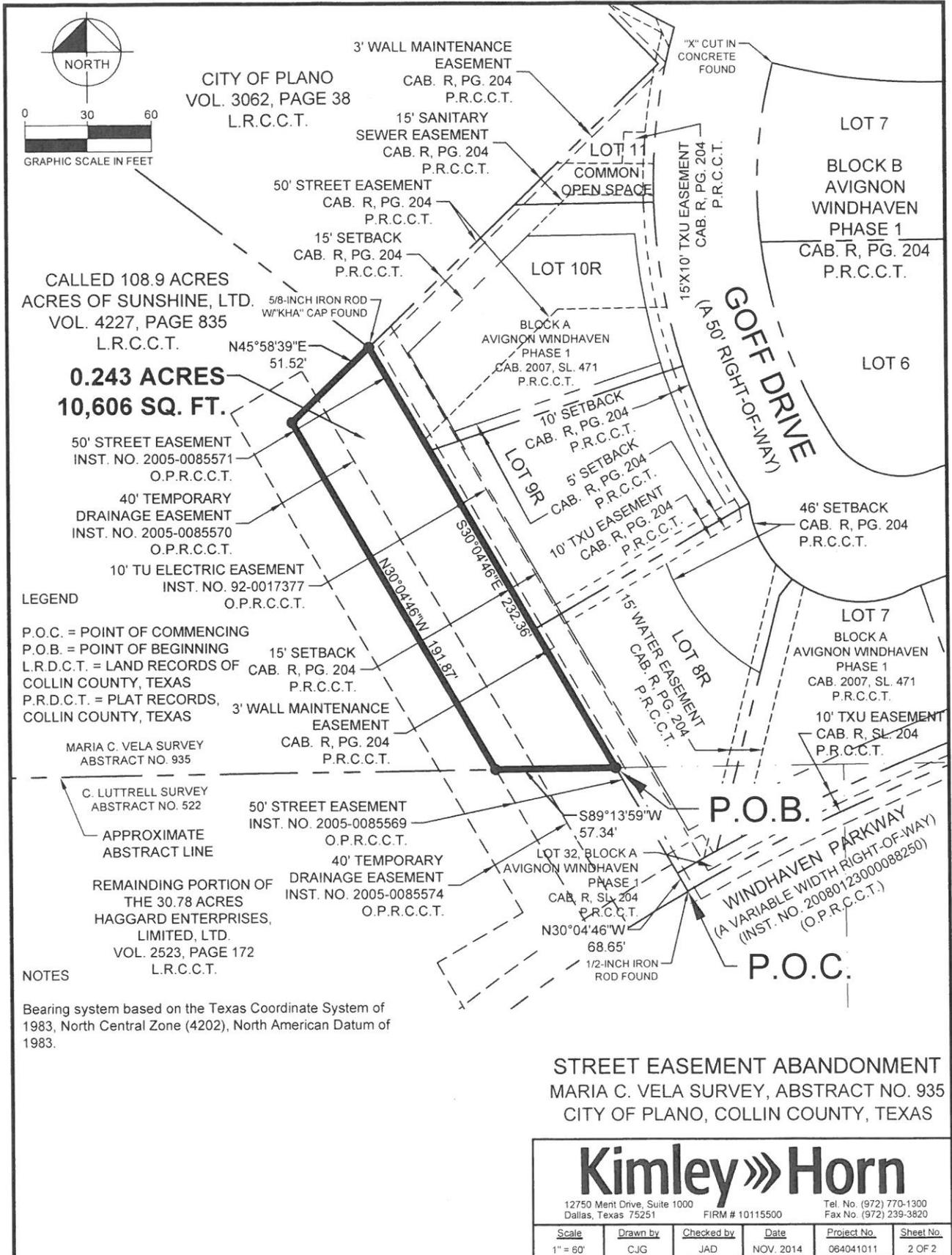
Dated: 11/3/2015

  
**Signature of Owner**

**Contact Person for Property Owners:**

**Name:** Rutledge Haggard

**Phone No:** 972-422-4515



CALLED 108.9 ACRES  
 ACRES OF SUNSHINE, LTD.  
 VOL. 4227, PAGE 835  
 L.R.C.C.T.  
**0.243 ACRES**  
**10,606 SQ. FT.**

LEGEND  
 P.O.C. = POINT OF COMMENCING  
 P.O.B. = POINT OF BEGINNING  
 L.R.D.C.T. = LAND RECORDS OF  
 COLLIN COUNTY, TEXAS  
 P.R.D.C.T. = PLAT RECORDS,  
 COLLIN COUNTY, TEXAS

MARIA C. VELA SURVEY  
 ABSTRACT NO. 935  
 C. LUTTRELL SURVEY  
 ABSTRACT NO. 522  
 APPROXIMATE  
 ABSTRACT LINE  
 REMAINING PORTION OF  
 THE 30.78 ACRES  
 HAGGARD ENTERPRISES,  
 LIMITED, LTD.  
 VOL. 2523, PAGE 172  
 L.R.C.C.T.

NOTES  
 Bearing system based on the Texas Coordinate System of  
 1983, North Central Zone (4202), North American Datum of  
 1983.

STREET EASEMENT ABANDONMENT  
 MARIA C. VELA SURVEY, ABSTRACT NO. 935  
 CITY OF PLANO, COLLIN COUNTY, TEXAS

**Kimley»Horn**

12750 Ment Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CJG	JAD	NOV. 2014	064041011	2 OF 2

**LEGAL DESCRIPTION**

0.243 ACRES (10,606 square feet)

**BEING** a tract of land situated in the Maria C. Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas; and being part of a tract of land described in Special Warranty Deed, Bill of Sale and Assignment to Acres of Sunshine, Ltd. recorded in Volume 4227, Page 835 of the Land Records of Collin County, Texas; and being all of a 50' Street Easement to the City of Plano recorded in Instrument No. 2005-0085571 of the Official Public Records of Collin County, Texas; and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod found in the north right-of-way line of Windhaven Parkway (a variable width right-of-way) and at the west corner of Block A, Avignon Windhaven, Phase 1, an addition to the City of Plano recorded in Cabinet R, Page 204 of the Plat Records of Collin County, Texas;

**THENCE** with the west line of said Block A, Avignon Windhaven, Phase 1, North 30°04'46" West, a distance of 68.65 feet to the southeast corner of said 50' Street Easement;

**THENCE** departing said west line of Block A, Avignon Windhaven, Phase 1 and with the south line of said 50' Street Easement, South 89°13'59" West, a distance of 57.34 feet to the southwest corner of said 50' Street Easement;

**THENCE** with the west line of said 50' Street Easement, North 30°04'46" West, a distance of 191.87 feet to the northwest corner of said 50' Street Easement;

**THENCE** with the north line of said 50' Street Easement, North 45°58'39" East, a distance of 51.52 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner in said west line of Block A, Avignon Windhaven, Phase 1 and being the northeast corner of said 50' Street Easement;

**THENCE** with said west line of Block A, Avignon Windhaven, Phase 1 and the east line of said 50' Street Easement, South 30°04'46" East, a distance of 232.36 feet to the **POINT OF BEGINNING** and containing 10,606 square feet or 0.243 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

J. ANDY DOBBS  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6196  
 12750 MERIT DRIVE, SUITE 1000  
 DALLAS, TEXAS 75251  
 PH. 972-770-1300  
 andy.dobbs@kimley-horn.com

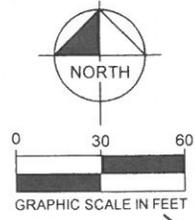
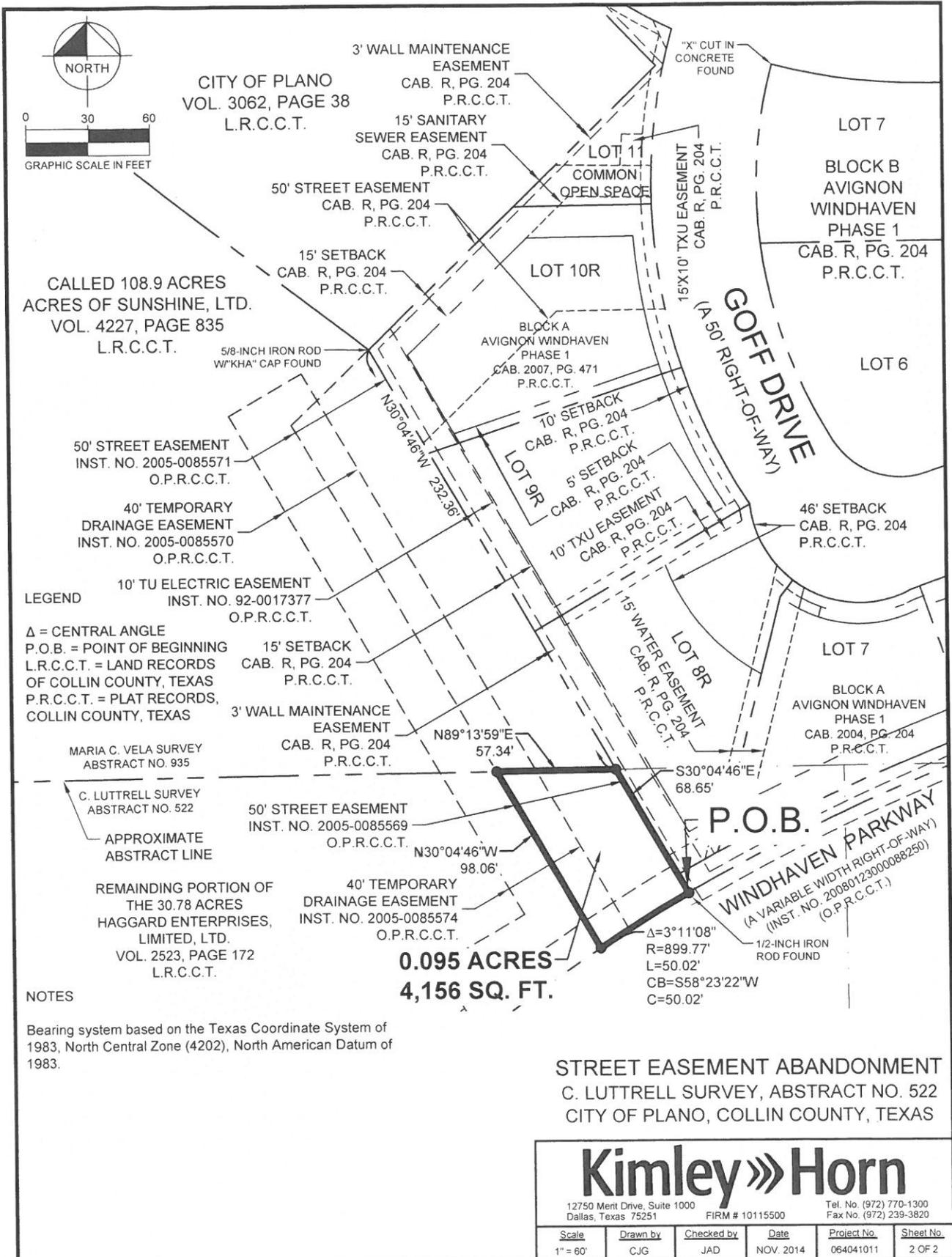


**STREET EASEMENT ABANDONMENT**  
 MARIA C. VELA SURVEY, ABSTRACT NO. 935  
 CITY OF PLANO, COLLIN COUNTY, TEXAS

**Kimley»Horn**

12750 Merit Drive, Suite 1000 FIRM # 10115500 Tel. No. (972) 770-1300  
 Dallas, Texas 75251 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CJG	JAD	NOV. 2014	064041011	1 OF 2



GRAPHIC SCALE IN FEET

CALLLED 108.9 ACRES  
ACRES OF SUNSHINE, LTD.  
VOL. 4227, PAGE 835  
L.R.C.C.T.

CITY OF PLANO  
VOL. 3062, PAGE 38  
L.R.C.C.T.

50' STREET EASEMENT  
INST. NO. 2005-0085571  
O.P.R.C.C.T.

40' TEMPORARY  
DRAINAGE EASEMENT  
INST. NO. 2005-0085570  
O.P.R.C.C.T.

10' TU ELECTRIC EASEMENT  
INST. NO. 92-0017377  
O.P.R.C.C.T.

LEGEND  
Δ = CENTRAL ANGLE  
P.O.B. = POINT OF BEGINNING  
L.R.C.C.T. = LAND RECORDS  
OF COLLIN COUNTY, TEXAS  
P.R.C.C.T. = PLAT RECORDS,  
COLLIN COUNTY, TEXAS

MARIA C. VELA SURVEY  
ABSTRACT NO. 935

C. LUTTRELL SURVEY  
ABSTRACT NO. 522

APPROXIMATE  
ABSTRACT LINE

REMAINDER PORTION OF  
THE 30.78 ACRES  
HAGGARD ENTERPRISES,  
LIMITED, LTD.  
VOL. 2523, PAGE 172  
L.R.C.C.T.

NOTES

Bearing system based on the Texas Coordinate System of  
1983, North Central Zone (4202), North American Datum of  
1983.

**0.095 ACRES**  
**4,156 SQ. FT.**

STREET EASEMENT ABANDONMENT  
C. LUTTRELL SURVEY, ABSTRACT NO. 522  
CITY OF PLANO, COLLIN COUNTY, TEXAS

**Kimley»Horn**

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CJG	JAD	NOV. 2014	064041011	2 OF 2

**LEGAL DESCRIPTION**

0.095 ACRES (4,156 square feet)

**BEING** a tract of land situated in the C. Luttrell Survey, Abstract No. 522, City of Plano, Collin County, Texas; and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, Ltd. recorded in Volume 2523, Page 172 of the Land Records of Collin County, Texas; and being part of a 50' Street Easement to the City of Plano recorded in Instrument No. 2005-0085569 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found in the north right-of-way line of Windhaven Parkway (a variable width right-of-way) and at the southwest corner of Block A, Avignon Windhaven, Phase 1, an addition to the City of Plano according to the plat recorded in Cabinet R, Page 204 of the Plat Records of Collin County, Texas and the beginning of a curve to the left having a central angle of 3°11'08", a radius of 899.77 feet, a chord bearing and distance of South 58°23'22" West, 50.02 feet;

**THENCE** in a southwesterly direction, with said north right-of-way line of Windhaven Parkway and said curve to the left, an arc distance of 50.02 feet to a point for corner in the west line of said 50' Street Easement;

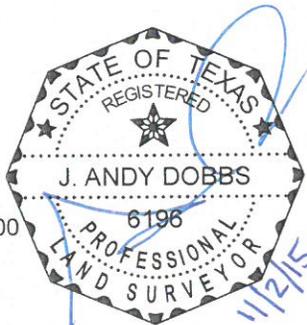
**THENCE** departing said north right-of-way line of Windhaven Road and with said west line of the 50' Street Easement, North 30°04'46" West, a distance of 98.06 feet to the northwest corner of said 50' Street Easement;

**THENCE** with the north line of said 50' Street Easement, North 89°13'59" East, a distance of 57.34 feet to the northeast corner of said 50' Street Easement and in said west line of Block A, Avignon Windhaven, Phase 1 Addition; from said point a 5/8" iron rod with "KHA" cap found bears North 30°04'46" West, 232.36 feet;

**THENCE** with said west line of Block A, Avignon Windhaven, Phase 1 Addition and the east line of said 50' Street Easement, South 30°04'46" East, a distance of 68.65 feet to the **POINT OF BEGINNING** and containing 4,156 square feet or 0.095 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

J. ANDY DOBBS  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6196  
 12750 MERIT DRIVE, SUITE 1000  
 DALLAS, TEXAS 75251  
 PH. 972-770-1300  
 andy.dobbs@kimley-horn.com

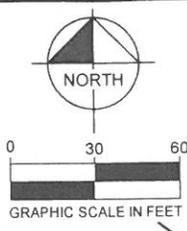
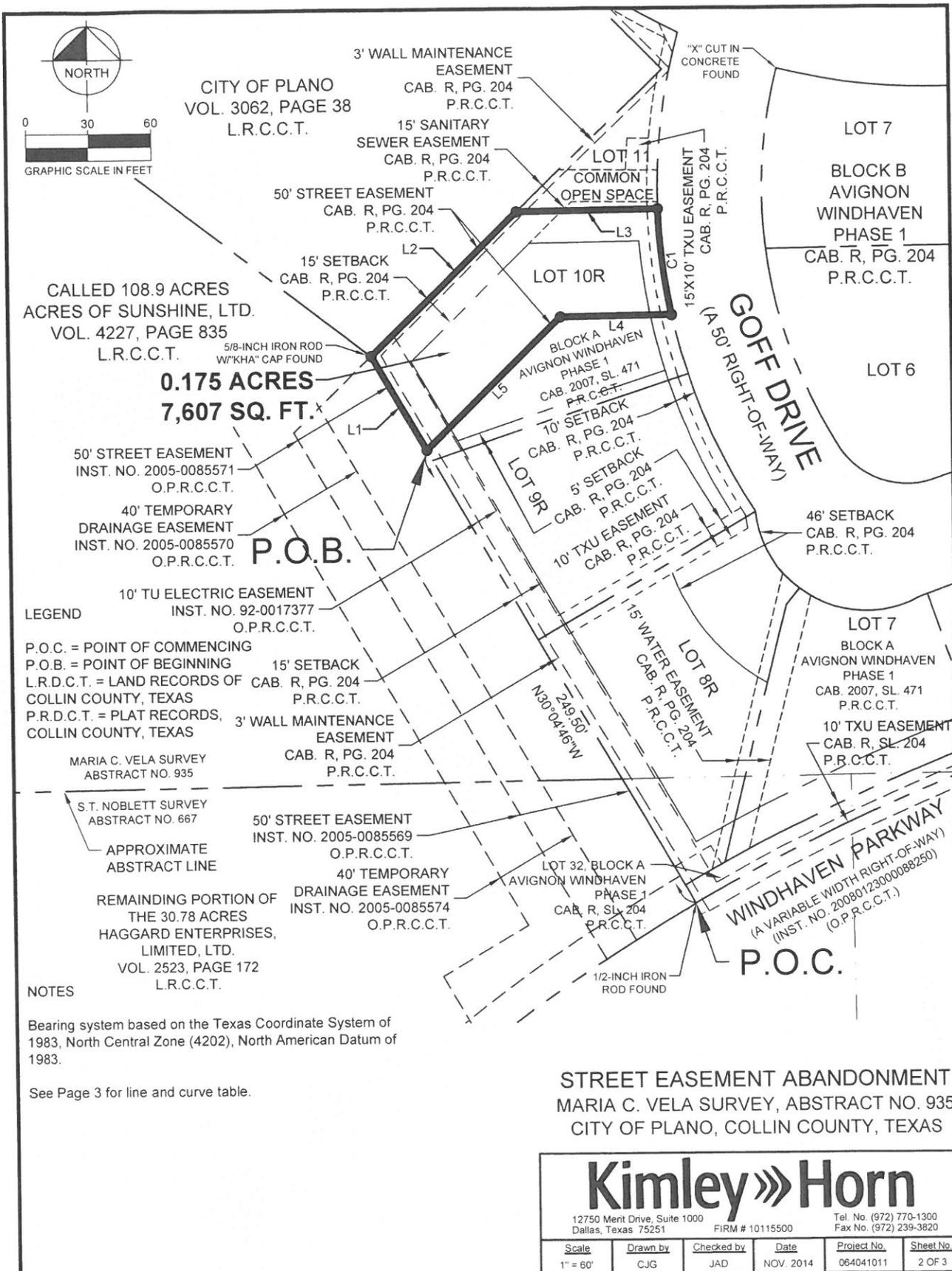


**STREET EASEMENT ABANDONMENT**  
 C. LUTTRELL SURVEY, ABSTRACT NO. 522  
 CITY OF PLANO, COLLIN COUNTY, TEXAS

**Kimley»Horn**

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CJG	JAD	NOV. 2014	064041011	1 OF 2



0.175 ACRES  
7,607 SQ. FT.

50' STREET EASEMENT  
INST. NO. 2005-0085571  
O.P.R.C.C.T.

40' TEMPORARY DRAINAGE EASEMENT  
INST. NO. 2005-0085570  
O.P.R.C.C.T.

LEGEND

P.O.C. = POINT OF COMMENCING  
P.O.B. = POINT OF BEGINNING  
L.R.D.C.T. = LAND RECORDS OF COLLIN COUNTY, TEXAS  
P.R.D.C.T. = PLAT RECORDS, COLLIN COUNTY, TEXAS

MARIA C. VELA SURVEY  
ABSTRACT NO. 935

S.T. NOBLETT SURVEY  
ABSTRACT NO. 667

APPROXIMATE ABSTRACT LINE

REMAINING PORTION OF THE 30.78 ACRES HAGGARD ENTERPRISES, LIMITED, LTD.  
VOL. 2523, PAGE 172  
L.R.C.C.T.

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

See Page 3 for line and curve table.

STREET EASEMENT ABANDONMENT  
MARIA C. VELA SURVEY, ABSTRACT NO. 935  
CITY OF PLANO, COLLIN COUNTY, TEXAS

**Kimley»Horn**

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CJG	JAD	NOV. 2014	064041011	2 OF 3

**LEGAL DESCRIPTION**

0.175 ACRES (7,607 square feet)

**BEING** a tract of land situated in the Maria C. Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas; and being part of Lot 10R, Block A, Avignon Windhaven, Phase 1, an addition to the City of Plano according to the plat recorded in Cabinet 2007, Page 471 of the Plat Records of Collin County, Texas; and being all of a 50' Street Easement dedicated per plat recorded in Cabinet R, Page 204 of the said Plat Records; and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod found in the north right-of-way line of Windhaven Parkway (a variable width right-of-way) and being the southwest corner of said Block A, Avignon Windhaven, Phase 1;

**THENCE** with the west line of said Block A, Avignon Windhaven, Phase 1, North 30°04'46" West, a distance of 249.50 feet to the **POINT OF BEGINNING**;

**THENCE** continuing with said west line of Block A, Avignon Windhaven, Phase 1, North 30°04'46" West, a distance of 51.52 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for the northwest corner of said Lot 10R;

**THENCE** with the north line of said Lot 10R, the following courses and distances, to wit:

North 45°58'39" East, a distance of 97.22 feet to a point for corner;

North 89°14'12" East, a distance of 66.61 feet to a point for corner in the west right-of-way line of Goff Drive (a 50' right-of-way) and being at the beginning of a non-tangent curve to the left having a central angle of 10°29'34", a radius of 275.00 feet, a chord bearing and distance of South 6°55'51" East, 50.29 feet;

**THENCE** with said west right-of-way line of Goff Drive, in a southeasterly direction, with said curve to the left, an arc distance of 50.36 feet to the southeast corner of said 50' Street Easement;

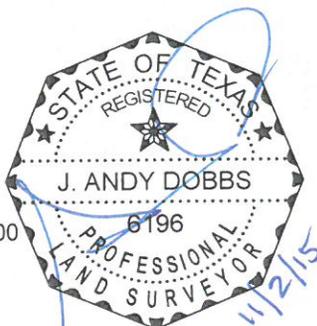
**THENCE** departing said west right-of-way line of Goff Drive and with the south line of said Street Easement, the following courses and distances, to wit:

South 89°14'12" West, a distance of 52.19 feet to a point for corner;

South 45°58'39" West, a distance of 89.81 feet to the **POINT OF BEGINNING** and containing 7,607 square feet or 0.175 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

J. ANDY DOBBS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6196  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
andy.dobbs@kimley-horn.com



**STREET EASEMENT ABANDONMENT**  
MARIA C. VELA SURVEY, ABSTRACT NO. 935  
CITY OF PLANO, COLLIN COUNTY, TEXAS

**Kimley»Horn**

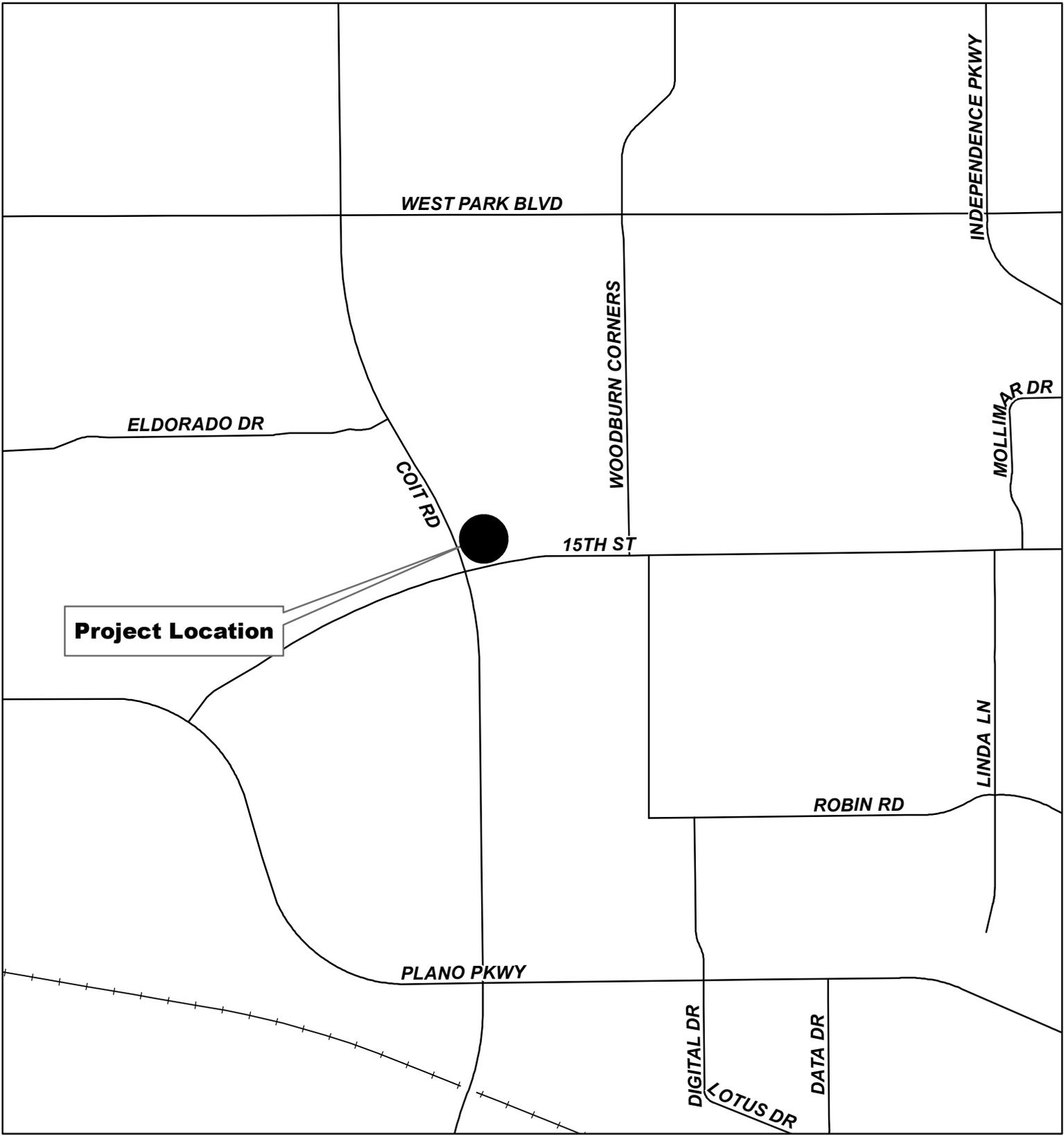
12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CJG	JAD	NOV. 2014	064041011	1 OF 3

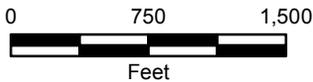


# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:	12/14/2015			
Department:	Engineering			
Department Head	Caleb Thornhill			
Project	Plano Medical Plaza #6632			
Agenda Coordinator (include phone #): <b>Kathleen Schonke X-7198</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 10-foot Sanitary Sewer Easement, recorded in Volume N, Page 538 - 539, of the Plat Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such Easement to the owner of the property underlying the Easement, Columbia Medical Center of Plano Subsidiary, LP, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed 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>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>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s): N/A</b>				
<b>COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to this Easement relates to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.				
<b>SUMMARY OF ITEM</b>				
<p>A portion of the existing Sanitary Sewer Easement will be abandoned to allow the existing Sanitary Sewer that serves the existing building, which will be expanded, to become private and privately maintained.</p> <p><a href="https://www.google.com/maps/place/The+Medical+Center+of+Plano/@33.0210134,-96.7665992,17.79z/data=!4m5!1m2!2m1!1splano+medical+center!3m1!1s0x864c226666ae1d4d:0xe7c67fddcf0fafb1">https://www.google.com/maps/place/The+Medical+Center+of+Plano/@33.0210134,-96.7665992,17.79z/data=!4m5!1m2!2m1!1splano+medical+center!3m1!1s0x864c226666ae1d4d:0xe7c67fddcf0fafb1</a></p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map Ordinance Petition for Abandonment			N/A	

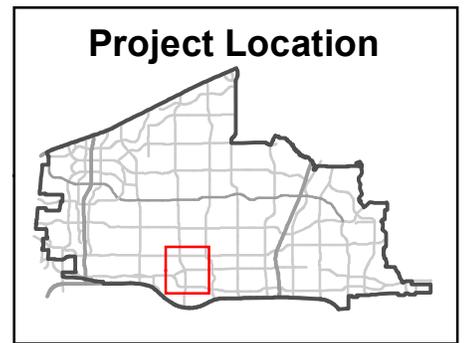


georgetau.C:\Projects\Engineering\Locator\Maps\10-09-2015\_Plano Medical Plaza\Plano Medical Plaza.mxd



City of Plano GIS Division  
October, 2015

## Plano Medical Plaza Project No 6632



**An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 10-foot Sanitary Sewer Easement, recorded in Volume N, Page 538 - 539, of the Plat Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such Easement to the owner of the property underlying the Easement, Columbia Medical Center of Plano Subsidiary, LP, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain 10-foot Sanitary Sewer Easement, recorded in Volume N, Page 538 - 539, of the Plat Records of Collin County, Texas (hereinafter called "Easement") being situated in the Martha McBride Survey, Abstract No. 553, which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference; and

**WHEREAS**, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the owner of the property underlying the Easement; and has advised that the Easement should be abandoned.

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

**Section I.** All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the owner of the property underlying the easement, in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager or his authorized designee is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

**Section II.** The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easement.

**Section III.** The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of December, 2015.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

## EXHIBIT "A"

### PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting **10-foot Sanitary Sewer Easement** (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:

**We are requesting abandonment of a portion of the easement in order to expand the existing building in the area where the existing easement is located.**

2. The following public interest will be served as a result of the abandonment:

**A portion of the existing easement will be abandoned to allow the existing sanitary sewer that serves the existing building to become private, and privately maintained.**

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. ~~If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as Exhibit "B".~~
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.
6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable**

**and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

**COLUMBIA MEDICAL CENTER OF PLANO SUBSIDIARY, LP      100%**

8. ~~Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as Exhibit "C".~~
9. ~~Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as Exhibit "D".~~

[Remainder of page blank]

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

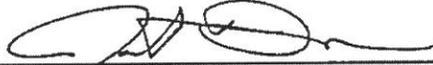
Columbia Medical Center of Plano Subsidiary, LP d/b/a  
Medical Center of Plano  
Justin Doss

\_\_\_\_\_  
**Typed Name of Owner**

3901 West 15<sup>th</sup> Street  
\_\_\_\_\_  
**Address**

Plano, TX,  
75075  
\_\_\_\_\_  
**City, State and Zip**

Dated: 10-5-15

  
\_\_\_\_\_  
**Signature of Owner**

**Contact Person for Property Owners:**

**Name:** Keith Klingsporn  
**Phone No:** 972-519-1481

Exhibit "A-1"

LEGAL DESCRIPTION

0.026 ACRES

BEING a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas and being part Lot 1R, Block 1, of the plat of Lot 1R, Block 1, Plano Medical Plaza, an addition to the City of Plano, Texas; recorded in Cabinet N, Page 538, Plat Records, Collin County, Texas; and being part of a 10-foot Sanitary Sewer Easement, shown on the plat of Plano Medical Plaza, an addition to the City of Plano, Texas; recorded in Cabinet G, Page 569, Plat Records, Collin County, Texas; and being more particularly described as follows:

COMMENCING at a 1-inch iron rod found in the north right-of-way line of West 15th Street, (a 120-foot right-of-way) and being the southeast corner of said Lot 1R, Block 1;

THENCE departing said north right-of-way line and with the east line of said Lot 1R, Block 1, North 00°14'09" East, a distance of 709.08 feet, to a point for corner at the intersection of the north line of said 10-foot sanitary sewer easement with said east line, from which a 3/8-inch iron rod found for a northeast corner of said Lot 1R, Block 1, bears North 00°14'09" East, a distance of 196.32 feet;

THENCE departing said east line and with said north line, North 37°53'47" West, a distance of 9.25 feet to the POINT OF BEGINNING;

THENCE departing said north line, South 52°06'13" West, a distance of 10.00 feet to a point for corner in the south line of said 10-foot easement;

THENCE with the south line of said easement, the following courses and distances, to wit:

North 37°53'47" West, a distance of 6.88 feet to a point for corner;

North 89°26'00" West, a distance of 102.72 feet to a point for corner for the southwest corner of said 10-foot easement;

THENCE departing said south line, North 0°34'00" East, a distance of 10.00 feet to a point for corner for the northwest corner of said 10-foot easement;

THENCE with the north line of said easement, the following courses and distances, to wit:

South 89°26'00" East, a distance of 107.55 feet to a point for corner;

South 37°53'47" East, a distance of 11.70 feet to the POINT OF BEGINNING and containing 1,144 square feet or 0.026 acres of land.

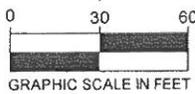
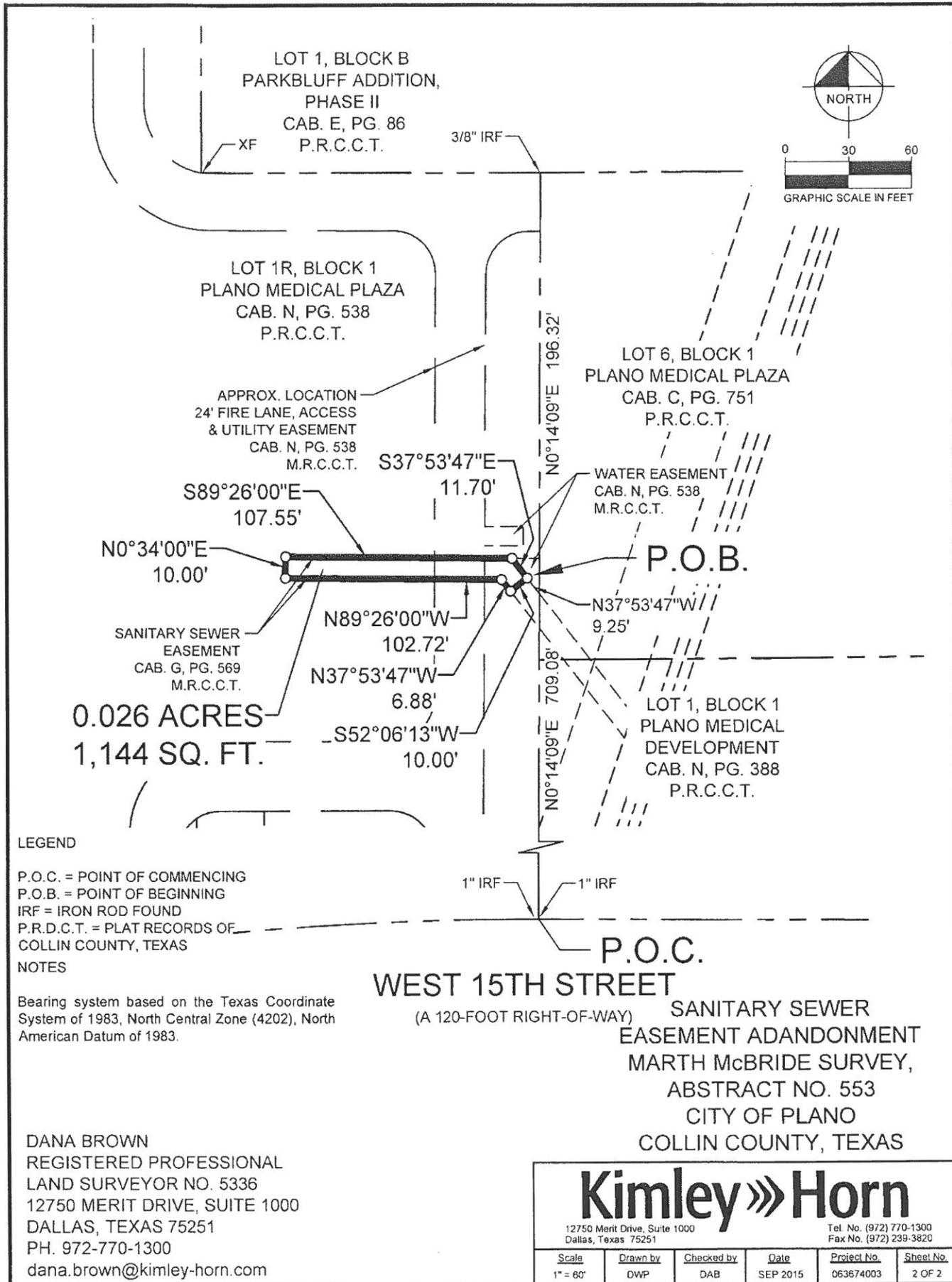
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. (2011)

SANITARY SEWER  
EASEMENT ADANDONMENT  
MARTH McBRIDE SURVEY,  
ABSTRACT NO. 553  
CITY OF PLANO  
COLLIN COUNTY, TEXAS

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



<b>Kimley»Horn</b>		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		Tel No. (972) 770-1300 Fax No. (972) 239-3820	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DWP	DAB	SEP 2015	063674003	1 OF 2



**LEGEND**

P.O.C. = POINT OF COMMENCING  
 P.O.B. = POINT OF BEGINNING  
 IRF = IRON ROD FOUND  
 P.R.D.C.T. = PLAT RECORDS OF COLLIN COUNTY, TEXAS

**NOTES**  
 Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DANA BROWN  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 5336  
 12750 MERIT DRIVE, SUITE 1000  
 DALLAS, TEXAS 75251  
 PH. 972-770-1300  
 dana.brown@kimley-horn.com

**WEST 15TH STREET**

(A 120-FOOT RIGHT-OF-WAY)

**SANITARY SEWER  
 EASEMENT ADANDONMENT  
 MARTH McBRIDE SURVEY,  
 ABSTRACT NO. 553  
 CITY OF PLANO  
 COLLIN COUNTY, TEXAS**

**Kimley»Horn**

12750 Merit Drive, Suite 1000  
 Dallas, Texas 75251

Tel. No. (972) 770-1300  
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	DWP	DAB	SEP 2015	063674003	2 OF 2

**DATE:** November 17, 2015

**TO:** Honorable Mayor & City Council

**FROM:** John Muns, Chairman, Planning & Zoning Commission

**SUBJECT:** Results of Planning & Zoning Commission Meeting of November 16, 2015

**AGENDA ITEM NO. 3 - PUBLIC HEARING  
ZONING CASE 2015-25  
APPLICANT: LORIE JONES**

Request to rezone 0.3± acre located on the north side of 12th Street, 240± feet east of Municipal Avenue **from** Light Industrial-1 **to** Single-Family Residence-6. Zoned Light Industrial-1.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 2 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT** 0 **OPPOSE** 0

**PETITION(s) RECEIVED:** 0 **# OF SIGNATURES:** 0

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** December 14, 2015 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING - ORDINANCE**

RA/ks

xc: Lorie Jones  
Kenneth Freedman  
Wayne Snell, Permit Services Manager

<https://goo.gl/maps/XGDfgC2wHQ12>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

November 16, 2015

**Agenda Item No. 3**

**Public Hearing:** Zoning Case 2015-25

**Applicant:** Lorie Jones

---

**DESCRIPTION:**

Request to rezone 0.3± acre located on the north side of 12th Street, 240± feet east of Municipal Avenue **from** Light Industrial-1 **to** Single-Family Residence-6. Zoned Light Industrial-1.

**REMARKS:**

The applicant is requesting to rezone 0.3± acre from Light Industrial-1 (LI-1) to Single-Family Residence-6 (SF-6). The LI-1 district is intended to provide areas for light manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services that are developed in accordance with the same performance standards applicable to all other zoning districts.

**History**

The requested zoning is SF-6. The SF-6 district is intended to provide for small-lot urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living. The property was initially zoned as Single-Family Residence-3 (SF-3) and developed as a single-family residence. The property was rezoned to LI-1 between 1971 and 1974; however, the property has always been occupied as a residence. The applicant is requesting to rezone the property so that the zoning on the subject property conforms to the existing single-family residence use.

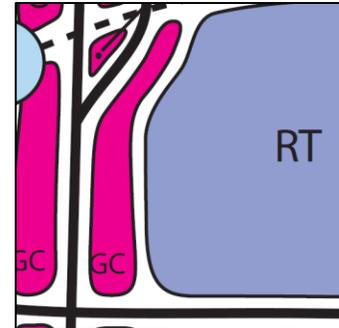
**Surrounding Land Use and Zoning**

The area of the request is currently developed and occupied as a single-family residence. To the south, across 12th Street, are existing single-family residences zoned SF-6. The property to the north is an automobile storage yard zoned LI-1. To the east is an existing office-warehouse development zoned LI-1, and to the west is a service contractor and a single-family residence zoned LI-1.

## **Conformance to the Comprehensive Plan**

This zoning case was submitted prior to the approval of the Plano Tomorrow Plan. Therefore, the policies of the previous Comprehensive Plan are applicable to this request.

**Future Land Use Plan** - The Future Land Use Plan designates this property as General Commercial (GC). General Commercial areas are intended to provide a wide range of retail, service, office, light production, and research and development uses. The proposed residential use is not in conformance with the Future Land Use Plan.



Residential zoning may be appropriate in accordance with the Redevelopment and Undeveloped Land Policies. The policies that apply to this request are noted below:

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services. Staff has provided details regarding this policy in the sections below.
2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete neighborhood, or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e. senior housing) could be an exception if the surrounding land uses are compatible.

The applicant is proposing to extend adjacent SF-6 residential zoning to the subject property, which is being used as a single-family residence. This request is in conformance with this policy recommendation.

**Adequacy of Public Facilities** - Water and sanitary sewer services are currently in place to serve residential uses on the subject property.

**School Capacity** - The subject property has always been used as a single-family residence. Therefore, there will be no impact to the Plano Independent School District.

**Public Safety Response Time** - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site.

**Access to and Availability of Amenities and Services** - The property is located within the Harrington Library service area which has sufficient capacity to serve the residence. In addition, the Douglas Community Center and Haggard Park are both located less than a mile from the zoning request.

## **Residential Use**

The properties to the east, west, and north are zoned LI-1. Although LI-1 zoning is not appropriate in close proximity to residential uses, the residential neighborhood was established prior to the LI-1 zoning designation for the surrounding properties. The property is part of the existing residential neighborhood, and the zoning requested will be a continuation of the adjacent SF-6 zoning. This property only has access and frontage on a residential street. For these reasons, staff believes residential zoning is appropriate for the subject property.

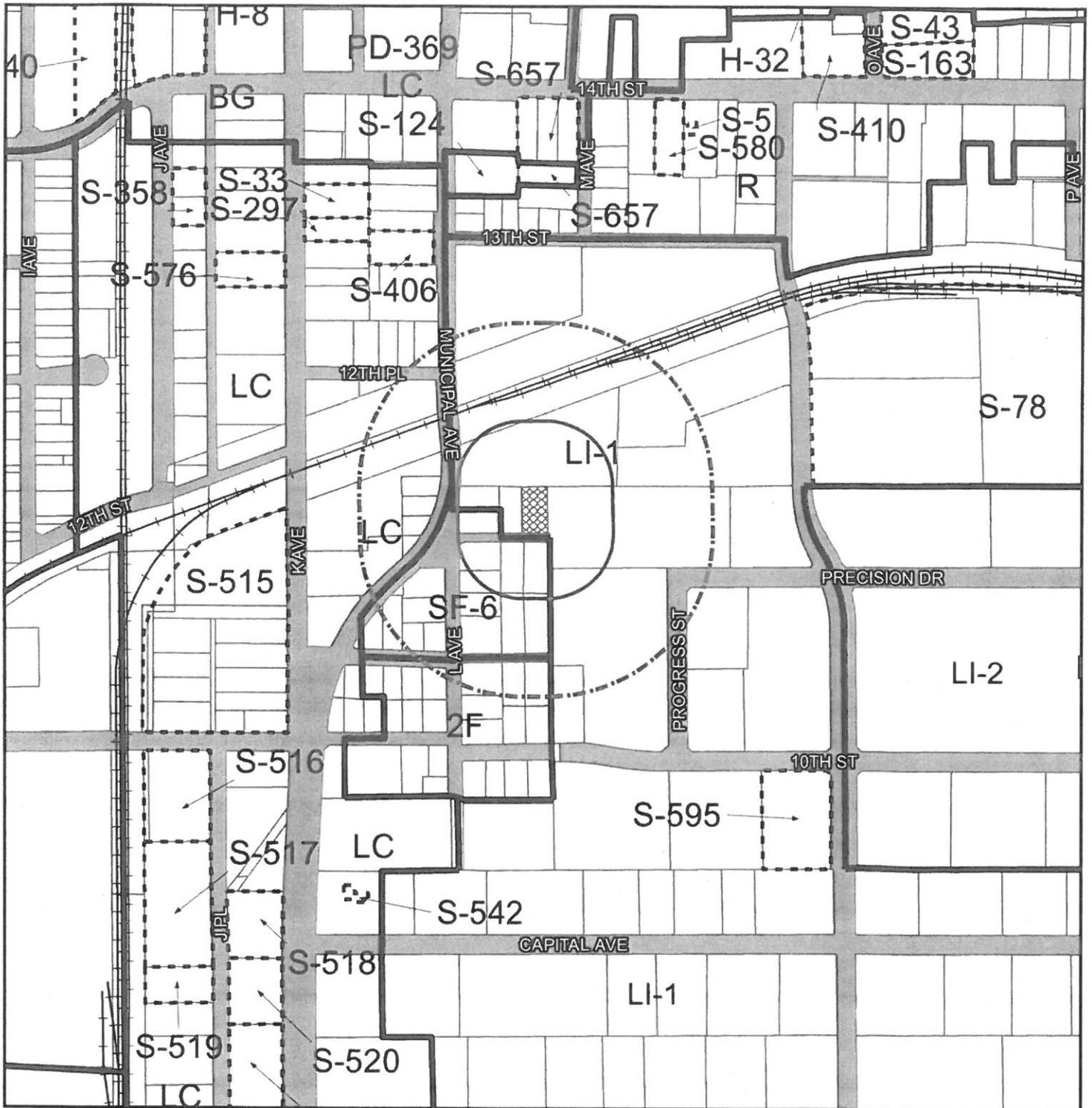
Furthermore, staff has contacted the adjacent single-family property owner to the west, also zoned LI-1. Staff mentioned this zoning case, and discussed the possibility of rezoning that residence to SF-6 for additional continuity of the neighborhood. The property owner stated that they would be in support of rezoning their property to SF-6 also. Therefore, if the Commission is supportive of residential zoning on the subject property, staff recommends that the Commission call a public hearing to consider rezoning the adjacent single-family residence as well.

### **SUMMARY:**

This is a request to rezone 0.3± acre located on the north side of 12th Street, 240± feet east of Municipal Avenue from LI-1 to SF-6. The proposed zoning request is not in conformance with the Future Land Use Plan. However, the subject property is currently being used as a residence and is a part of an existing residential neighborhood which has SF-6 zoning. Therefore, staff supports the zoning request.

### **RECOMMENDATIONS:**

Recommended for approval as submitted. If residential zoning is appropriate for the subject property, staff also recommends that the Planning & Zoning Commission call a public hearing to rezone the existing single-family residence to the west, known as Lot 10 of the Reed Addition, to SF-6.

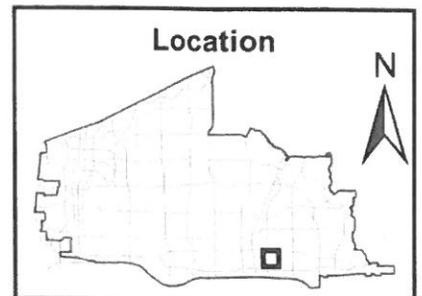


Zoning Case #: 2015-25

Existing Zoning: Light Industrial-1 (LI-1)

Proposed Zoning: Single-Family Residence-6 (SF-6)

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- Specific Use Permit
- City Limits
- Right-of-Way



Source: City of Plano Planning Department



Area of Request

12TH STREET



Source: City of Plano, Planning Dept.  
Date : 11/17/2015

Zoning Case 2015-25



## Zoning Case 2015-25

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 0.3± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the north side of 12th Street, 240± feet east of Municipal Avenue in the City of Plano, Collin County, Texas, from Light Industrial-1 to Single-Family Residence-6; 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 14th day of December, 2015, for the purpose of considering rezoning 0.3± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the north side of 12th Street, 240± feet east of Municipal Avenue in the City of Plano, Collin County, Texas, from Light Industrial-1 to Single-Family Residence-6; 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 14th day of December, 2015; and

**WHEREAS**, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and 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. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 0.3± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the north side of 12th Street, 240± feet east of Municipal Avenue in the City of Plano, Collin County, Texas, from Light-Industrial-1 to Single-Family Residence-6, said property being described in the legal description on 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 affected 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 14TH DAY OF DECEMBER, 2015.**

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

## Zoning Case 2015-25

BEING a 11,592 square foot tract of land situated in the Sanford Beck Survey, Abstract No. 73, in the City of Plano, Collin County, Texas; said tract being all of a tract of land known as Lot 13 of the Reed Addition, an unrecorded addition to the City of Plano, and being all of that certain tract of land described in a substitute trustee's deed to Lorie Jones, Deed Records, Collin County, Texas, and being a portion of the right-of-way of 12th Street (50' R.O.W.); said 11,592 square foot tract being more particularly described by metes and bounds as follows:

COMMENCING at an aluminum disc found for corner at the northwest corner of Lot 2R, Block C of Palisades Business Park North, an addition to the City of Plano, according to the plat recorded in Volume K, Page 231 of said deed records;

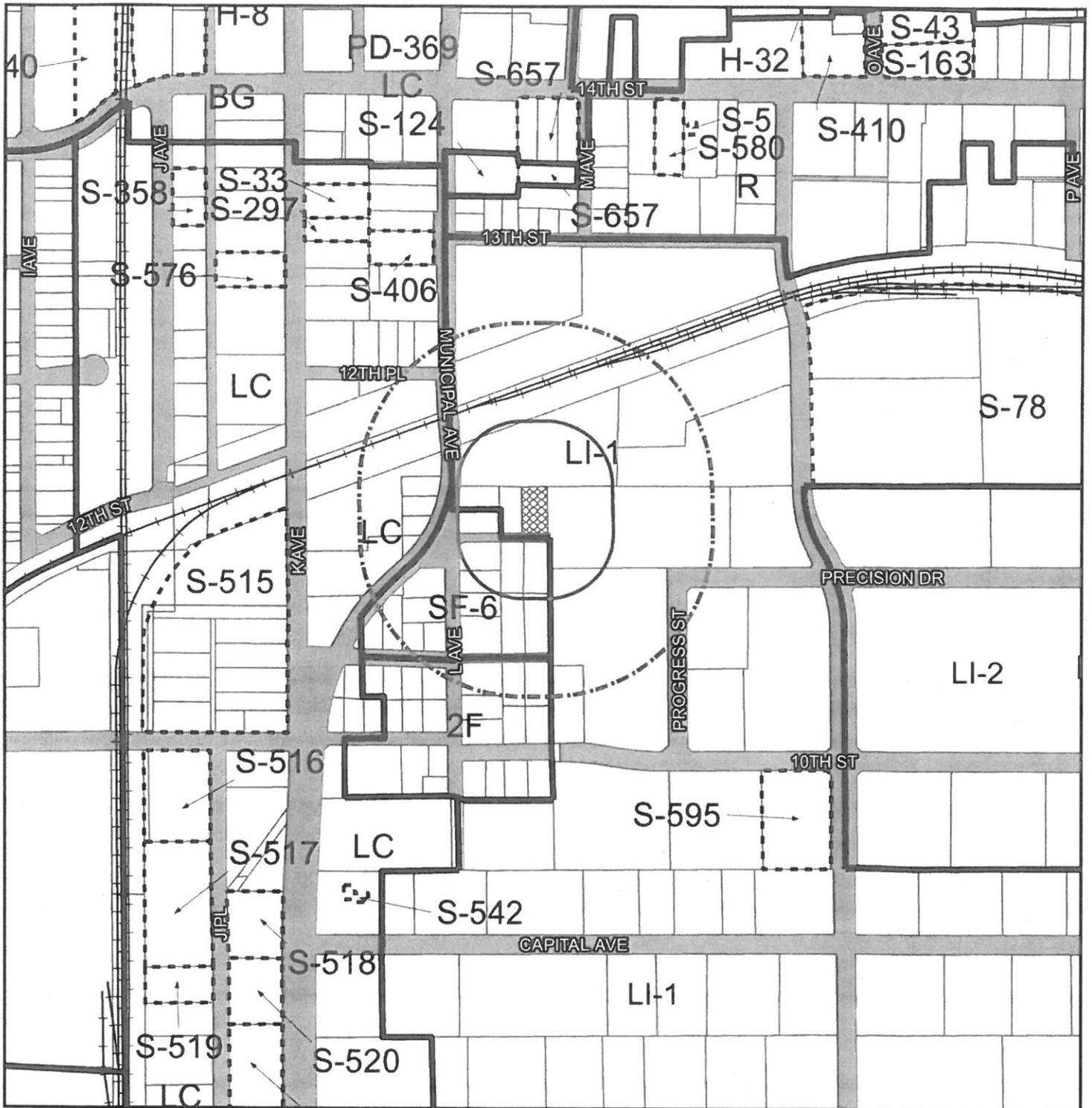
THENCE North  $76^{\circ}10'09''$  West, a distance of 7.10 feet to a 5/8-inch iron rod set at the northeast corner of said Jones Tract; said point being the point of beginning;

THENCE South  $00^{\circ}10'56''$  East along the east line of said Jones Tract, at a distance of 136.00 feet passing an "X" set for corner at the southeast corner of said Jones Tract and lying in the north right-of-way line of said 12th Street, and continuing for a total distance of 161.00 feet to a point for corner in the centerline of said 12th Street;

THENCE South  $90^{\circ}00'00''$  West, with the said centerline of 12th Street, a distance of 72.00 feet to a point for corner;

THENCE North  $00^{\circ}10'56''$  West, departing the said centerline of 12th Street, at a distance of 25.00 feet passing a mag nail set for corner at the southwest corner of said Jones Tract, and continuing along the west line of said Jones Tract a total distance of 161.00 feet to a 5/8-inch iron rod set for corner at the northwest corner of said Jones Tract;

THENCE North  $90^{\circ}00'00''$  East, along the north line of said Jones Tract, a distance of 72.00 feet to the POINT OF BEGINNING and CONTAINING 11,592 square feet or 0.266 acres of land.

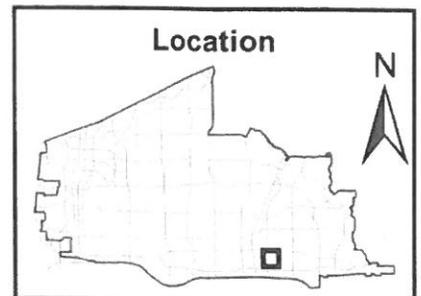


Zoning Case #: 2015-25

Existing Zoning: Light Industrial-1 (LI-1)

Proposed Zoning: Single-Family Residence-6 (SF-6)

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- Specific Use Permit
- City Limits
- Right-of-Way



Source: City of Plano Planning Department





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/14/15		
Department:		City Manager		
Department Head		P. Jarrell - Special Projects		
Agenda Coordinator (include phone #): <b>M. Martinez - 7122</b>				
<b>CAPTION</b>				
Public Hearing and consideration of an Ordinance of the City of Plano, Texas approving the levy of a special assessment for the Downtown Plano Public Improvement District; approving an assessment roll and levying an assessment for 2015-2016 at a rate of \$0.15 per \$100 of appraised value on real property in the Public Improvement District; 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>2015-2016</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	50,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-50,000	0
BALANCE		0	0	0
<b>FUND(s):     DOWNTOWN PLANO PID, GENERAL FUND</b>				
<p><b>COMMENTS:</b> This item approves the 2016 special assessment for the Downtown Plano Public Improvement District (PID). The City of Plano established an annual contribution of \$50,000 for properties held within the district in October 2014, which is included in the 2015-16 Budget and paid from the City of Plano's General Fund.</p> <p><b>STRATEGIC PLAN GOAL:</b> Conducting a public hearing and considering a special assessment for the Downtown Plano PID relates to the City's goals of Exciting Urban Centers - Destination for Residents and Guests and Great Neighborhoods - 1<sup>st</sup> Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
Please see attached memo.				
List of Supporting Documents: Memo, Ordinance			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** December 3, 2015

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

**From:** Phyllis M. Jarrell, Director of Special Projects

**Subject:** Approval of Assessments on Properties in Downtown Plano Public Improvement District

The final actions related to the annual update to the Downtown Plano Public Improvement District (PID) are the adoption of the assessment roll and the levying of a special assessment of \$0.15 per \$100 of appraised value on properties within the District for fiscal year 2015-2016. The ordinance contains the special provisions related to the assessment that were established in 2014 when the PID was created.

- Assessments are based on 2014 appraised property values unless the property changes ownership or \$200,000 or more in improvements are made to the property.
- There is a cap on the annual assessment of \$25,000 per development project. This cap applies to the large mixed-use/apartment developments in the PID.
- The City contributes a minimum of \$50,000 per year to the PID.
- Properties that are exempt from property taxes (owned by the City of Plano, DART, PISD and the Masonic Lodge) under provisions of state law are not subject to the assessment.

With Junction 15's completion this year, the property's annual PID assessment has reached the maximum of \$25,000.

The ordinance also includes as exhibits the approved service plan and assessment plan approved by City Council at its November 23, 2015 meeting, which detail the services and improvements that will be funded by the assessments. The service plan, assessment plan and assessment roll must be approved by City Council annually.

In accordance with state law, the assessment plan has been available in the City Secretary's office for public inspection. With Council's adoption of the ordinance, the city will begin sending out assessment notices to the property owners. Payments are due by February 29, 2016. Delinquent payment of the PID special assessments shall incur interest, penalties, and attorney fees in the same manner as delinquent ad valorem property taxes.

Please let me know if you have questions or need additional information.

**XC:** Jack Carr, Assistant City Manager  
Peter Braster, Assistant Director of Special Projects

**An Ordinance of the City of Plano, Texas approving the levy of a special assessment for the Downtown Plano Public Improvement District; approving an assessment roll and levying an assessment for 2015-2016 at a rate of \$0.15 per \$100 of appraised value on real property in the Public Improvement District; and providing an effective date.**

**WHEREAS**, on October 13, 2014, the City Council of the City of Plano, Texas adopted Resolution 2014-10-8(R), which created the Downtown Plano Public Improvement District (the “District”) pursuant to Chapter 372 of the Texas Local Government Code (the “Act”) and including the properties shown on the attached map (Exhibit “B); and

**WHEREAS**, on October 13, 2014, the City Council also enacted Resolution 2014-10-9(R), appointing all property owners as members of the Advisory Board (the “Board”) for the District; and

**WHEREAS**, the Board is tasked with the development of the annual Service Plan and Assessment Plan to be approved by the City Council; and

**WHEREAS**, on November 23, 2015, the City Council enacted Resolution 2015-11-14(R), which adopted the Service Plan and Assessment Plan for 2015-2016; and

**WHEREAS**, the City Council also authorized a public hearing to be held on December 14, 2015 to receive public comments on the proposed assessments; and

**WHEREAS**, City staff mailed to the owners of property liable for assessment notice of the hearing as the ownership appears on the most recent tax roll and published notice in a newspaper of general circulation in accordance with the notice requirements contained within the Act; and

**WHEREAS**, the failure of a property owner to receive notice does not invalidate the proceeding; and

**WHEREAS**, the City Council conducted and closed the public hearing on December 14, 2015 (after hearing property owners’ concerns and comments on the proposed assessment for the District) to consider the levy of a special assessment for 2015-2016 at \$0.15 per \$100 of the appraised value of taxable real property in the District to fund improvements and services to be undertaken by the District; and

**WHEREAS**, the City Council has based the assessment on 2014 appraised property values for the entire initial three (3) year term of the District, unless the property changes ownership or \$200,000 or more in improvements are made to the property; and

**WHEREAS**, the City Council wishes to stipulate a cap on the annual assessment at \$25,000 per development project; and

**WHEREAS**, the City Council wishes to contribute a minimum of \$50,000 per year in public funds to the District, and

**WHEREAS**, at the public hearing the City Council heard and passed on any objections to the proposed assessments and to the levying of the special assessment; and

**WHEREAS**, the City Council desires to levy a special assessment to fund improvements and services within the District for the year 2015-2016 at a rate of \$0.15 per \$100 of appraised value of real property in the district, as determined by the Collin Central Appraisal District.

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

**Section I.** The City Council of the City of Plano, Texas, hereby approves the levy of a special assessment to fund improvements and services in the District, in accordance with the approved assessment roll, attached as Exhibit "A".

**Section II.** The City Council finds that the assessments should be made and levied against the respective parcels of property within the District, as shown in "Exhibit B" and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements in the district, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

**Section III.** The City Council hereby levies a special assessment on all taxable real property within the District by the City of Plano at a rate of \$0.15 per \$100 valuation of real property as determined by the Collin Central Appraisal District; that there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in the Assessment Roll on file with the City Secretary and subject to public inspection, and the several amounts assessed against the same, and the owners thereof. However, the real property of jurisdictions and entities that have obtained an exemption from the City of Plano real property taxes pursuant to the Texas Tax Code (except under the provisions of Sections 11.24 and 11.28 of the Tax Code) will not be subject to an assessment on that portion of the assessed value of the property exempt from City real property taxes.

**Section IV.** That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, together with reasonable fees and the costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for state, county, community college, school district and municipal ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of this ordinance until the assessment is paid and may be enforced by the governing body in

the same manner that an ad valorem tax lien against real property maybe enforced by the City Council.

**Section V.** The annual assessment of the District shall be based on the 2014 appraised property value as determined by the Collin Central Appraisal District, unless the property changes ownership or \$200,000 or more in improvements are made to the property. Reassessments based on either of these two events shall be based on the appraised value as determined by the appraisal district as of January 1 of the following year.

**Section VI.** The annual assessment is hereby capped at \$25,000 per development project. A development project is defined as a property of one or more lots developed in one phase.

**Section VII.** The assessments levied herein shall be due and payable in full on or before February 29, 2016. Delinquent payment of assessments shall incur interest, penalties, and attorney fees in the same manner as delinquent ad valorem taxes. If default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection hereof, including costs and fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the City Council. The owner of the assessed property may pay at any time the entire assessment, with interest that has accrued on the assessment, on any lot or parcel. All assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly names.

**Section VIII.** The City of Plano's contribution of public funds to the District shall be a minimum of \$50,000 per year;

**Section IX.** The City of Plano will collect and disburse the District funds, and may contract with non-profit corporations to conduct District activities and programs. The Management Committee of the Board, established by Resolution No. 2014-11-17(R), shall manage the service plan and improvements undertaken by the District and shall oversee expenditures of District funds that are to be undertaken by contract with non-profit corporations.

**Section X.** The City Council hereby attaches the final Service Plan and Assessment Plan, adopted by Resolution No. 2015-11-14(R) as Exhibit "C" to this Ordinance.

**Section XI.** The statements set forth in the recitals of this ordinance are true and correct, and are incorporated as part of this ordinance.

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of December, 2015.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

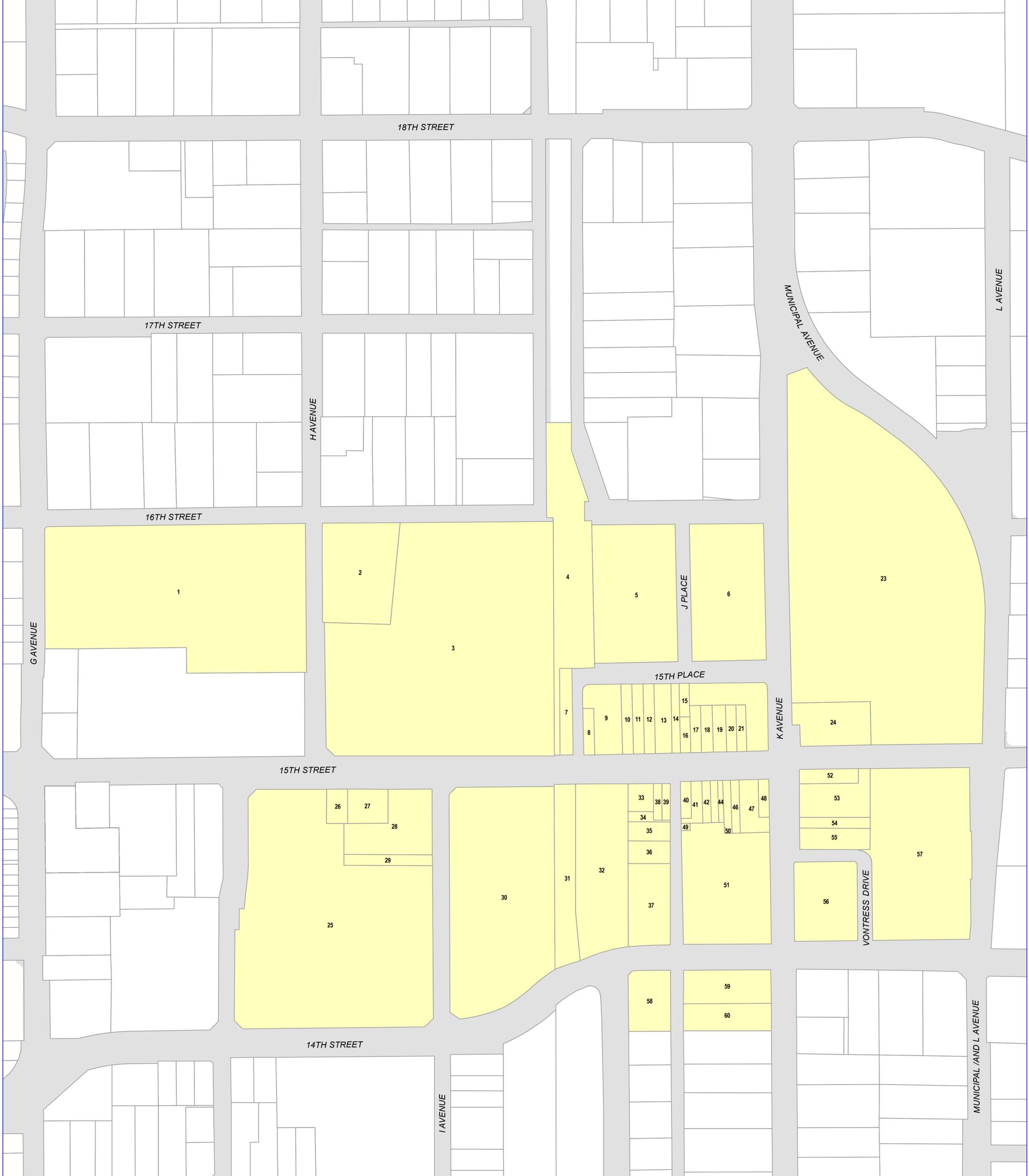
---

Paige Mims, CITY ATTORNEY

**PROPOSED 2015 ASSESSMENT ROLL  
(PAYABLE IN 2016)  
DOWNTOWN PLANO PUBLIC IMPROVEMENT DISTRICT**

Owner of Record	Site Address	2014		2015		Fully Tax-Exempt?	Amount Subject to PID Assessment	PID Assessment @ 0.15 per \$100
		Real Property Account Number	Real Property Appraisal	Collin CAD Real Property Appraisal	Collin CAD Real Property Appraisal			
1015 METROPOLITAN PLANO LTD	1015 E 15TH ST		160774	\$262,529			\$262,529	\$394.00
15TH AND I LLC	930 E 15TH ST		2712754	\$11,084,993	\$25,496,314		\$25,496,314	\$25,000.00
BEDROCK BUILDING LP THE	1039 E 15TH ST		2152061	\$1,300,825			\$1,300,825	\$1,951.00
BLACK GOLD PARTNERS LLC	1006 E 15TH ST		213316	\$566,682			\$566,682	\$850.00
BRODHEAD FAMILY LIMITED PARTNERSHIP	1410 J AVE		213263	\$374,560			\$374,560	\$562.00
CHADDICK CENTER LEASING OFFICE	1032 E 15TH ST		160961	\$279,800			\$279,800	\$420.00
COPELAND SCOTT	1416 K AVE		161504	\$220,339			\$220,339	\$331.00
CRH RENTALS LTD	1020 E 15TH ST		160925	\$51,282			\$51,282	\$77.00
CRIDER LIVING TRUST	1008 E 15TH ST		213307	\$325,118			\$325,118	\$488.00
DALLAS AREA RAPID TRANSIT	UNASSIGNED 2120076		2120076	\$376,576		YES	0	0
DALLAS AREA RAPID TRANSIT	UNASSIGNED 2666844		2666844	\$139,485		YES	0	0
15TH STREET REAL PROPERTY HOLDINGS LLC	1022 E 15TH ST		2557186	\$343,753			\$343,753	\$516.00
EASTSIDE 14TH STREET LLC	1000 14TH ST		2680553	\$3,249,213			\$3,249,213	\$4,874.00
FERCHER JOERG W & CATHY A	1037 E 15TH ST		160854	\$168,576			\$168,576	\$253.00
GTE SOUTHWEST INC	1508 K AVE		161595	\$470,230			\$470,230	\$705.00
HISTORIC PLANO-25 LTD	1416 J AVE		213281	\$254,671			\$254,671	\$382.00
LAMAN/STARK JV	1027 E 15TH ST		160818	\$224,635			\$224,635	\$337.00
LAS BRISAS PROPERTIES INC	1422-1426 K AVE		2531551	\$1,270,129			\$1,270,129	\$1,905.00
LYNCH ROBERT A	1029 E 15TH ST		160827	\$303,624			\$303,624	\$455.00
MASCOM PROPERTIES LLC	1005 E 15TH ST		160747	\$787,965			\$787,965	\$1,182.00
METROPOLITAN MAMMOTH JACK LTD	1004 E 15TH ST		213290	\$399,624			\$399,624	\$599.00
MKNS LLC	1031 E 15TH ST		160836	\$227,576			\$227,576	\$341.00
MONTGOMERY R MICHAEL & MARY JO	1017 E 15TH ST		160783	\$396,082			\$396,082	\$594.00
JSMTX PROPERTIES LLC	1016 E 15TH ST		160907	\$128,694			\$128,694	\$193.00
JSMTX PROPERTIES LLC	1018 E 15TH ST		160916	\$100,094			\$100,094	\$150.00
JSMTX PROPERTIES LLC	1024 E 15TH ST		160943	\$195,671			\$195,671	\$294.00
JSMTX PROPERTIES LLC	1012 E 15TH ST		160890	\$211,329			\$211,329	\$317.00
N A T PROPERTIES LLC	1011 E 15TH ST		2112216	\$424,718			\$424,718	\$637.00
NEAL FRANKLIN W	1010 E 15TH ST		160881	\$200,188			\$200,188	\$300.00
OLY-IDA EASTSIDE VILLAGE I LP	1013 15TH PL		2122987	\$8,973,939			\$8,973,939	\$13,461.00
OLY-IDA EASTSIDE VILLAGE I LP	1013 15TH PL		2122988	\$6,632,911			\$6,632,911	\$9,949.00
G&I VIII EASTSIDE VILLAGE LP	1404 VONTRESS ST		2544000	\$5,357,756			\$5,357,756	\$6,550.00
G&I VIII EASTSIDE VILLAGE LP	1404 VONTRESS ST		2544001	\$15,091,694			\$15,091,694	\$18,450.00
PIERCE FAMILY LIVING TRUST THE	1013 E 15TH ST		160765	\$427,353			\$427,353	\$641.00
PLANO CITY OF	902 16TH ST		2509269	\$548,187		YES	0	0
PLANO CITY OF	HAGGARD PARK		2582090	\$922,526		YES	0	0
PLANO CITY OF	1013 15TH PL		2122567	\$1,626,975		YES	0	0
PLANO CITY OF	1013 15TH PL		2122568	\$1,437,475		YES	0	0
PLANO CITY OF	1520 K AVE		21942	\$2,059,844		YES	0	0
PLANO CITY OF	629 14TH ST		2527753	\$28,854		YES	0	0
PLANO CITY OF	629 14TH ST		2527754	\$1,737,765		YES	0	0
PLANO CITY OF	629 14TH ST		2527755	\$14,183		YES	0	0
PLANO CITY OF	UNASSIGNED 2149947		2149947	\$1,446,175		YES	0	0
PLANO CITY OF	UNASSIGNED 917146		917146	\$8,000		YES	0	0
PLANO CITY OF	1409 K AVE		2149975	\$444,591		YES	0	0
PLANO CITY OF	UNASSIGNED 1880584		1880584	\$2,156		YES	0	0
PLANO CITY OF	1430 K AVE		161452	\$86,772		YES	0	0
PLANO CITY OF	1317 K AVE		2149952	\$159,560		YES	0	0
PLANO CITY OF	1313 K AVE		161005	\$135,560		YES	0	0
PLANO CITY OF	1400 J AVE		213254	\$507,911		YES	0	0
PLANO CITY OF	1020 15TH PL		160872	\$39,204		YES	0	0
PLANO ISD	1509 H AVE		162852	\$441,045		YES	0	0
PLANO LODGE 768 AF & AM	1414 J AVE		21263	\$457,576		YES	0	0
PMM ENTERPRISES LLC	1418 K AVE		161498	\$195,071			\$195,071	\$293.00
ROBERT M F	1023 E 15TH ST		160809	\$197,235			\$197,235	\$296.00
SCHELL FAMILY TRUST B	1001 E 15TH ST		21262	\$454,353			\$454,353	\$682.00
STICE CHARLES	908 E 15TH ST		162772	\$34,763			\$34,763	\$52.00
STICE CHARLES	912 E 15TH ST		162709	\$185,379			\$185,379	\$278.00
STICE CHARLES	916 E 15TH ST		162692	\$224,151			\$224,151	\$336.00
STICE CHARLES	1421 I AVE		162674	\$176,349			\$176,349	\$265.00
YOGA DREAM LLC	1035 E 15TH ST		160845	\$153,059			\$153,059	\$230.00
SUTTON-1012 LLC	1026 E 15TH ST		160952	\$331,012			\$331,012	\$497.00
TVG HOLDINGS, LLC	1021 E 15TH ST		160792	\$160,153			\$160,153	\$240.00
Total				\$75,038,498			\$76,829,399	\$96,327.00

\*Maximum annual assessment per project is \$25,000. The properties at 1404 Vontress are parts of a single project.



Map No.	Ownership	Appraised Value	Site Address	Map No.	Ownership	Appraised Value	Site Address	Map No.	Ownership	Appraised Value	Site Address
1	PLANO ISD	\$ 2,364,904	1509 H AVE	21	FERCHER JOERG W & CATHY A	\$ 176,950	1037 E 15TH ST	43	JSMTX PROPERTIES LLC	\$ 105,063	1018 E 15TH ST
2	PLANO CITY OF	\$ 567,523	902 16TH ST	22	BEDROCK BUILDING LP THE	\$ 1,301,988	1039 E 15TH ST	44	CRH RENTALS LTD	\$ 50,575	1020 E 15TH ST
3	PLANO CITY OF	\$ 922,526	901 E 15TH ST	23	PLANO CITY OF	\$ 16,043,049	1520 K AVE	45	15TH STREET REAL PROPERTY HOLDINGS LLC	\$ 373,250	1022 E 15TH ST
4	DALLAS AREA RAPID TRANSIT	\$ 376,576	SITE ADDRESS NOT ASSIGNED	24	GTE SOUTHWEST INC	\$ 475,797	1508 K AVE	46	JSMTX PROPERTIES LLC	\$ 205,388	1024 E 15TH ST
5	PLANO CITY OF	\$ 1,626,975	1013 15TH PL	25	PLANO CITY OF	\$ -	629 14TH ST	47	SUTTON-1012 LLC	\$ 364,000	1026 E 15TH ST
6	PLANO CITY OF	\$ 1,437,475	1013 15TH PL	26	STICE CHARLES	\$ 48,097	908 E 15TH ST	48	CHADDICK CENTER LEASING OFFICE	\$ 314,250	1032 E 15TH ST
7	DALLAS AREA RAPID TRANSIT	\$ 139,485	SITE ADDRESS NOT ASSIGNED	27	STICE CHARLES	\$ 178,771	912 E 15TH ST	49	PLANO CITY OF	\$ 8,000	SITE ADDRESS NOT ASSIGNED
8	SHELL FAMILY TRUST B	\$ 476,913	1001 E 15TH ST	28	STICE CHARLES	\$ 224,151	916 E 15TH ST	50	PLANO CITY OF	\$ 2,156	SITE ADDRESS NOT ASSIGNED
9	MASCOM PROPERTIES LLC	\$ 827,100	1005 E 15TH ST	29	STICE CHARLES	\$ 168,285	1421 I AVE	51	PLANO CITY OF	\$ 843,445	1409 K AVE
10	N A T PROPERTIES LLC	\$ 445,813	1011 E 15TH ST	30	15TH AND I LLC	\$ 25,496,314	930 E 15TH ST	52	PLANO CITY OF	\$ 86,772	1430 K AVE
11	PIERCE FAMILY LIVING TRUST THE	\$ 448,575	1013 E 15TH ST	31	DALLAS AREA RAPID TRANSIT	\$ 139,485	SITE ADDRESS NOT ASSIGNED	53	LAS BRISAS PROPERTIES INC	\$ 1,333,200	1422-1426 K AVE
12	1015 METROPOLITAN PLANO LTD	\$ 275,563	1015 E 15TH ST	32	PLANO CITY OF	\$ 1,446,175	SITE ADDRESS NOT ASSIGNED	54	PMM ENTERPRISES LLC	\$ 204,763	1418 K AVE
13	MONTGOMERY R MICHAEL & MARY JO	\$ 415,763	1017 E 15TH ST	33	METROPOLITAN MAMMOTH JACK LTD	\$ 419,475	1004 E 15TH ST	55	COPELAND SCOTT	\$ 219,652	1416 K AVE
14	TVG HOLDINGS LLC	\$ 312,825	1021 E 15TH ST	34	HISTORIC PLANO-25 LTD	\$ 267,325	1416 J AVE	56	OLY-IDA EASTSIDE VILLAGE II LP	\$ 5,730,364	1404 VONTRESS ST
15	PLANO CITY OF	\$ 39,204	1020 15TH PL	35	PLANO LODGE 768 AF & AM	\$ 480,300	1414 J AVE	57	OLY-IDA EASTSIDE VILLAGE II LP	\$ 16,141,254	1404 VONTRESS ST
16	ROBERT M F	\$ 207,025	1023 E 15TH ST	36	BRODHEAD FAMILY LIMITED PARTNERSHIP	\$ 374,880	1410 J AVE	58	EASTSIDE 14TH STREET LLC	\$ 3,249,213	1000 14TH ST
17	LAMAN/STARK JV	\$ 235,788	1027 E 15TH ST	37	PLANO CITY OF	\$ 508,451	1400 J AVE	59	PLANO CITY OF	\$ 159,560	1317 K AVE
18	LYNCH ROBERT A	\$ 318,700	1029 E 15TH ST	38	BLACK GOLD PARTNERS LLC	\$ 594,825	1006 E 15TH ST	60	PLANO CITY OF	\$ 135,560	1313 K AVE
19	MKNS LLC	\$ 238,888	1031 E 15TH ST	39	CRIDER LIVING TRUST	\$ 341,263	1008 E 15TH ST		<b>Total Appraised Value</b>	<b>\$ 90,633,655</b>	
20	YOGA DREAM LLC	\$ 176,950	1035 E 15TH ST	40	NEAL FRANKLIN W	\$ 210,125	1010 E 15TH ST				
				41	JSMTX PROPERTIES LLC	\$ 221,825	1012 E 15TH ST				
				42	JSMTX PROPERTIES LLC	\$ 135,088	1016 E 15TH ST				

**DOWNTOWN PLANO PID SERVICE PLAN**

Public improvement district revenues generated by assessments and municipal contribution are to be used for the following categorial purposes in accordance with the adopted budget and further directed by the PID Management Committee.

PID funds shall be retained and managed by the City of Plano, except as provided by contract with a non-profit organization.

Service Plan	Item	<b>Budget for Fiscal Year Ending Sept. 30</b>				
		2016	2017	2018	2019	2020
	Marketing/Advertising	\$45,500	\$30,000	\$40,000	\$43,500	\$43,500
	Events	\$57,000	\$50,000	\$50,000	\$55,000	\$55,000
	Beautification/Sanitation	\$25,000	\$11,000	\$10,000	\$10,000	\$10,000
	PID Management	\$52,500	\$40,000	\$40,000	\$42,500	\$42,500
	Safety/Security	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
	City Administrative Services	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
	<b>Total budget</b>	<b>\$200,000</b>	<b>\$151,000</b>	<b>\$161,000</b>	<b>\$171,000</b>	<b>\$171,000</b>
	 Funds carried to next year	 \$7,248	 \$2,573	 \$2,898	 \$3,225	 \$3,548
	 Administrative services as % of total annual budget	 5.00%	 6.60%	 6.20%	 5.80%	 5.80%

Notes:

Marketing and Advertising – Commercial media advertising, printed material, social media, web-based information and messaging, signs, billboards, banners and souvenirs.

Events – Entertainment, celebrations, support services, equipment/venue charges and fees.

Beautification and Sanitation – landscaping, streetscaping, lighting and other decorative improvements, removal of trash and litter, cleaning of streets and walks.

Safety and Security – Security technology, lighting, valet parking and personnel.

Management – Services and costs related to coordinating and administering the PID program and budget by persons and organizations other than the city.

City Administrative Services – Contract services related to assessment administration and collection.

**DOWNTOWN PLANO PID ASSESSMENT PLAN**

Notes and assumptions:

The PID petition provides a sunset after three years unless the PID is renewed by a subsequent petition. The Texas Local Government Code requires a service plan to cover at least five years. Years four and five are thus contingencies, without relevance unless the PID is renewed and annual budgets are subsequently approved. Assessments will be set annually by the Plano City Council, upon recommendation from a PID advisory board, but may not exceed \$0.15 per \$100. No owner may be assessed for more than \$25,000 in any year per development project.

Annual assessments will be based on 2014 real property appraisals by the Collin Central Appraisal District or as further limited by the Plano City Council.

The 2014 appraised value cap remains in place unless there is a change in ownership or \$200,000 or more in improvements are made to the property.

The Junction 15 project is projected to add an incremental \$5.5 million of taxable value to the 2016 appraisal roll to reach the \$25,000 cap.

The Municipal Center South redevelopment is projected to add an incremental \$10,000,000 of taxable value to the 2016 appraisal roll and \$6.6 million in 2017 to reach the \$25,000 cap.

The City of Plano will pay at minimum \$50,000 annually to the PID fund in lieu of other assessment.

The assessment and service plan will be reviewed and approved annually as consistent with the PID designation petition and relevant law.

Owners may elect to prepay estimated future assessments. This assessment plan/service plan does not reflect revenue or expenditures related to pre-payments.

Assessment Plan	Year of Valuation and Levy				
	2015	2016	2017	2018	2019
Estimated appraisals for Jan. 1,					
PID revenue received in fiscal year ending Sept. 30,	2016	2017	2018	2019	2020
2014 appraised real property value liable for assessment	\$58,635,295	\$58,635,295	\$58,635,295	\$58,635,295	\$58,635,295
Additional appraisals liable for assessment after 2014					
Junction 15 (estimated)	\$5,581,674	\$5,581,674	\$5,581,674	\$5,581,674	\$5,581,674
Municipal Center South site (estimated)	0	0	\$10,000,000	\$16,666,667	\$16,666,667
Adjusted basis for assessment	\$64,216,969	\$64,216,969	\$74,216,969	\$80,883,636	\$80,883,636
PID assessment @ \$0.15 per \$100 of value	\$96,325	\$96,325	\$111,325	\$121,325	\$121,325
Minimum City payment in lieu of assessment	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Anticipated total PID assessments and City payments	\$146,325	\$146,325	\$161,325	\$171,325	\$171,325
Cash balance carried forward from prior year	\$60,923	\$7,248	\$2,573	\$2,898	\$3,223
Total funds available	\$207,248	\$153,573	\$163,898	\$174,223	\$174,548



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		December 14, 2015		
Department:		Neighborhood Services		
Department Head		Lori Schwarz		
Agenda Coordinator (include phone #): <b>Doris Carter, ext. 5350</b>				
<b>CAPTION</b>				
Public Hearing and Comment: Review of the Consolidated Annual Performance Evaluation Report describing the use of federal funds. This report details how the City used U.S. Department of Housing and Urban Development funds during the 2014-2015 grant year. The public will be given an opportunity to speak on the report during the public hearing.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s):     NA</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Holding a Public Hearing and providing a forum for public comment relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
As a requirement of receiving funds through the U.S. Department of Housing and Urban Development annually, the City must report on the grant-funded programs and related expenditures within 90-days of the end of the grant year. The report, called a Consolidated Annual Performance Evaluation Report, or CAPER, is designed to make public the use of these funds during the previous grant year. As part of our Citizen Participation Plan, the public is given an opportunity to both review and comment on the plan at a public hearing. The report was presented to the Community Relations Commission on November 19, 2015. The City publishes a notice in the local newspaper and makes the CAPER available for public review for 15 days. After the public comment period and hearings take place, comments are noted in the document, and it is submitted to HUD for review and acceptance.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo		Community Relations Commission		
Report				

**Date:** November 25, 2015  
**To:** Bruce D. Glasscock, City Manager  
**From:** Shanette Brown, Community Services Manager

**Subject: 2014-15 Consolidated Annual Performance Evaluation Report (CAPER)**

---

Please find attached the Consolidated Annual Performance Evaluation Report (CAPER) which describes the use of U.S. Department of Housing and Urban Development (HUD) funds in Plano. The report is prepared as an annual requirement for the City to continue receiving Community Development Block Grant and HOME Investment Partnership funds. Its purpose is to inform the public of the use of these funds during the most recent 12-month grant cycle, October 1, 2014 through September 30, 2015. The 2014-15 grant year is the final year of Plano's 2010-2014 HUD Consolidated Plan for housing and community development needs.

To summarize, Plano expended \$1,816,490 in federal funds from HUD during the 2014 grant year. One hundred percent of funds expended were used to provide housing and/or public services. A total of 217 low-income persons and 109 low-income households were assisted. Projects creating and sustaining housing for low-income persons included construction completion of eight new affordable houses, housing rehabilitations for 40 households, and down payment and closing cost assistance for five first-time homebuyers.

The City of Plano also provided \$269,330 in Buffington Community Services Grant funds to provide short-term, urgent economic assistance and care services to Plano residents. City funds assisted 11,673 individuals and households in need. These accomplishments support the strategies, objectives and outcomes established in the 2010-2014 Consolidated Plan of Housing and Community Development Needs.

The following needs were met through grants used by various non-profit organizations or City programs:

<b>Service/Client Type</b>	<b>Number Served</b>
Counseling/Advocacy	7,715
Elderly	1,092
Employment Training	11
Health Services	1,309
Homeless	482
Housing	53
Rent and Utility Assistance	34
Youth	1,303
<b>Total</b>	<b>11,999</b>

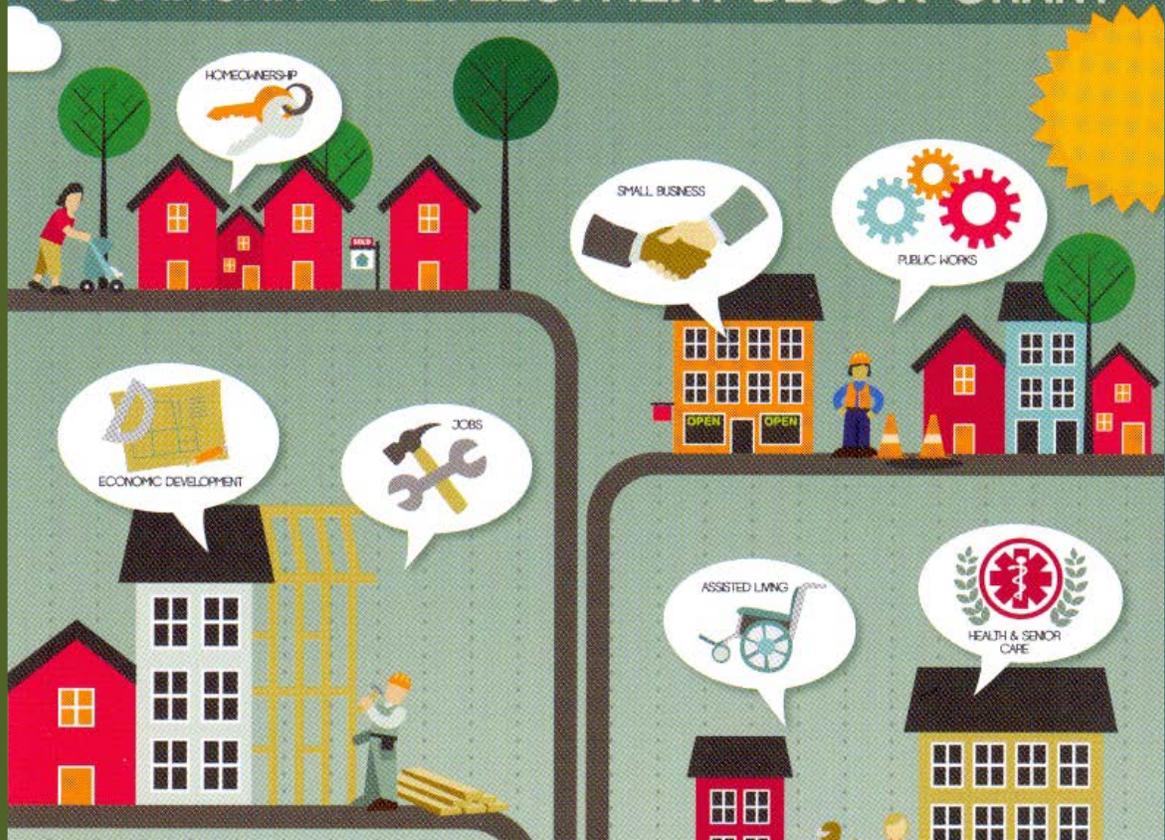
The Community Relations Commission received the report and commented at a public meeting on November 19, 2015. Minor modifications were made as a result of Commissioner comments and suggestions. There were no comments from the public. Please contact me if you have questions regarding any of the information contained in the report.

xc: Frank Turner, Deputy City Manager  
 Lori Schwarz, Director of Neighborhood Services  
 Raini Layne, Sr. Budget Analyst



# CDBG

## COMMUNITY DEVELOPMENT BLOCK GRANT



2014 City of Plano  
Consolidated Annual Performance Evaluation Report

Prepared for  
United States Department of  
Housing and Urban Development



**[Page Intentionally Left Blank]**

## Contents

1	Executive Summary .....	1
2	Summary of Resources and Distribution of Funds .....	2
2.1	Federal Funds.....	2
2.2	City Funds .....	3
3	Narratives of Consolidated Plan Goals and Objectives .....	5
3.1	Decent Housing (DH) Strategy.....	5
3.1.1	Objective DH-1.1 .....	5
3.1.2	Objective DH-1.2 .....	6
3.1.3	Objective DH-1.3 .....	7
3.2	Suitable Living (SL) Environment Strategy.....	7
3.2.1	Objective SL-2.1 .....	8
3.2.2	Objective SL-2.2a .....	8
3.2.3	Objective SL-2.2b .....	9
3.3	Economic Opportunity (EO) Strategy .....	9
3.3.1	Objective EO-2 .....	9
3.4	Other (O) Strategy .....	9
3.4.1	City-Funded Projects .....	9
4	Assessment of Consolidated Plan Goals & Objectives.....	11
5	Affirmatively Furthering Fair Housing .....	13
5.1	Actions & Outreach to MBEs.....	14
5.2	Affordable Housing .....	14
6	Continuum of Care.....	15
7	Other Actions & Leveraging Funds.....	16
7.1	Other Actions.....	16
7.2	Leveraging Resources.....	17
8	Self Evaluation.....	18
9	CDBG & HOME Narrative .....	20
9.1	CDBG Narrative.....	20
9.2	HOME Narrative .....	20
10	Citizen Comments .....	21
11	Appendix: HUD Table 3A: 2014 Summary of Specific Annual Objectives .....	22
12	Appendix: HUD Table 3B: 2014 Annual Housing Completion Goals.....	25
13	Appendix: 2014 HOME Developer Project Summary.....	27

14 Appendix: 2010-2014 Consolidated Plan Strategies .....28

# 1 Executive Summary

The City of Plano is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) per 24 CFR Part 91. This report is a summary of accomplishments and actions taken for activities stated in the prior year Action Plan. The 2014 CAPER is used by HUD and the City to evaluate progress and performance during October 1, 2014 through September 30, 2015, the fifth program year of the 2010-2014 Consolidated Plan.

This report also highlights the use of Federal and city general funds to meet the needs of the community. Below are the strategic plan objectives and areas of high priority identified in the Consolidated Plan:

1. Decent Housing Strategy
2. Suitable Living Environment Strategy
3. Economic Opportunity Strategy

Narratives detail the City's efforts to collaborate with intergovernmental agencies, affirmatively further fair housing, leverage funds, accomplish the objectives set forth in the Consolidated Plan and ensure program compliance.

The CAPER must be available for public review and comment for a minimum of 15 days prior to submission. This report will be submitted to HUD within 90 days of the close of the program year.

## 2 Summary of Resources and Distribution of Funds

Each year, at the recommendation of the Community Relations Commission, City Council allocates funding to eligible activities which may include housing activities, emergency and public services. For the 2014-15 program year (PY), the City of Plano received an entitlement of \$1,561,961 in Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds and \$142,526 in program income. The total expended for CDBG and HOME, in the amount of \$1,816,490, includes funds from PY 2014-15 and prior years. General funds totaled \$269,330. All unexpended federal funds will carry over to PY 2015. With the assistance of nonprofit and faith-based organizations, the combined federal and general funds enabled the City to accomplish specific goals set forth in the 2010-2014 Consolidated Plan.

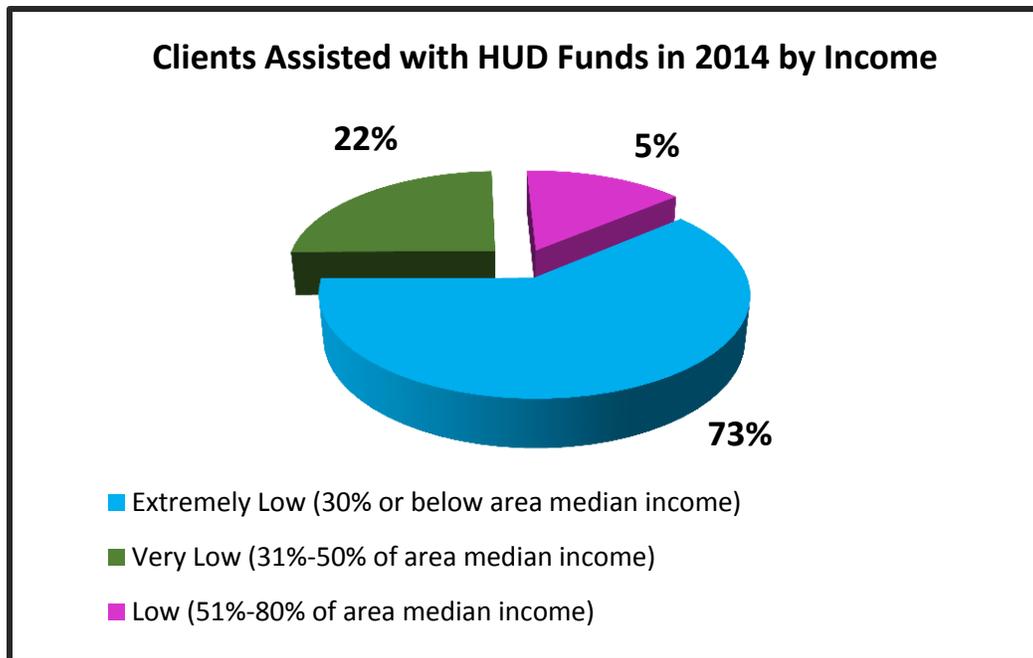
Grant	PY2014 Entitlement Funds	PY2014 Program Income	PY2014 Expenditures (includes prior year funds)	PY2014 Balance
<b>CDBG</b>	\$1,175,330	\$134,485	\$1,615,893	\$585,509
<b>HOME</b>	\$386,631	\$8,041	\$200,597	\$326,611
<b>BCSG</b>	\$269,330	\$0	\$269,330	\$0
<b>Totals</b>	<b>\$1,831,291</b>	<b>\$142,526</b>	<b>\$2,085,820</b>	<b>\$912,120</b>

### 2.1 Federal Funds

The City of Plano recognizes the important role of nonprofit organizations within our community in addition to the City administered programs. The table below lists agencies that received CDBG and/or HOME funds to help the City of Plano serve residents during the 2014 program year.

<b>2014 Federal Activities</b>
Boys and Girls Clubs of Collin County – SMART Moves
Samaritan Inn – Transitional Shelter
City of Plano – Homelessness Prevention (Samaritan Inn)
City of Plano – Housing Rehabilitation Program
Galaxy Counseling Center – Child and Family Counseling
LaunchAbility – Adult Services
Texas Muslim Women’s Foundation – Peace in the Home/Peaceful Oasis Shelter
City of Plano – First Time Homebuyer Program
Christ United Methodist Church – House on the Corner
Plano Housing Corporation
Habitat for Humanity of South Collin County

Federal dollars were attributed to individuals and households at or below 80% of the Dallas area median income as determined by HUD. The City of Plano requires 100% of persons assisted with HUD funds to meet income guidelines. During the past program year, 217 individuals and 109 households living in the city of Plano had access to new and/or improved services which helped them maintain and, in many cases, improve their economic situations.



## 2.2 City Funds

### Buffington Community Services Grant Funds

The Consolidated Plan sets parameters to address community needs through the use of HUD and City funds. During the 2014 program year, the City of Plano set aside general fund dollars to be distributed as Robert W. Buffington Community Services Grants (BCSG). These funds supplement federal resources available to accomplish Consolidated Plan goals. The program year for BCSG funds coincides with the HUD program year. In 2014, \$269,330 in general funds were set aside for BCSG grants. The following agencies received BCSG funds:

<b>2014 BCSG Activities</b>
Assistance Center of Collin County – Information and Referral
Assistance League of Greater Collin County – Operation School Bell
CASA of Collin County – Child Advocacy Program
Children's Advocacy Center – Clinical Services
CITY House – My Friend's House: Runaway Homeless Youth and Transitional Living Program
Collin County Adult Clinic
Collin County Committee on Aging – Meals on Wheels
Family Outreach – In-Home Mentoring
Hope's Door, Inc. – Crisis Intervention
Journey of Hope Grief Support Center -- Bereavement Support
Plano Children's Medical Clinic – Project ARCH
Turning Point Rape Crisis Center of Collin County
Wellness Center for Adults – Gatekeeper and Preventative Healthcare

BCSG funds provide short-term, urgent economic assistance or care services, offering immediate relief of crisis impacting the physical and/or mental health of Plano residents. General categories for such assistance and care include food, clothing, shelter, transportation,

and medical or crisis counseling care. Though the City does not have a low income level requirement for BCSG funds, most BCSG agencies report they assist those with the greatest need and are low income. Based on PY 2014 final reports received to date, 11,673 Plano residents and households were assisted with BCSG funds.

## 3 Narratives of Consolidated Plan Goals and Objectives

The CAPER provides an overview of accomplishments in addressing community development needs and priorities through a process which included citizen input and opportunity for public comment. The 2010-2014 Consolidated Plan sets forth five-year strategies with various objectives. The strategies and objectives undertaken during PY 2015 are stated below and followed by the activities completed to address them.

HUD Tables 3A and 3B, located in the Appendices of this document, show numerical goals and a numerical summary of the narratives below.

### 3.1 Decent Housing (DH) Strategy

Strategy DH: Encourage the provision of decent, safe and affordable housing for low and moderate income and special needs residents.

Five 2014-15 program activities are categorized under the Decent Housing Strategy of the Consolidated Plan. The objectives are as follows:

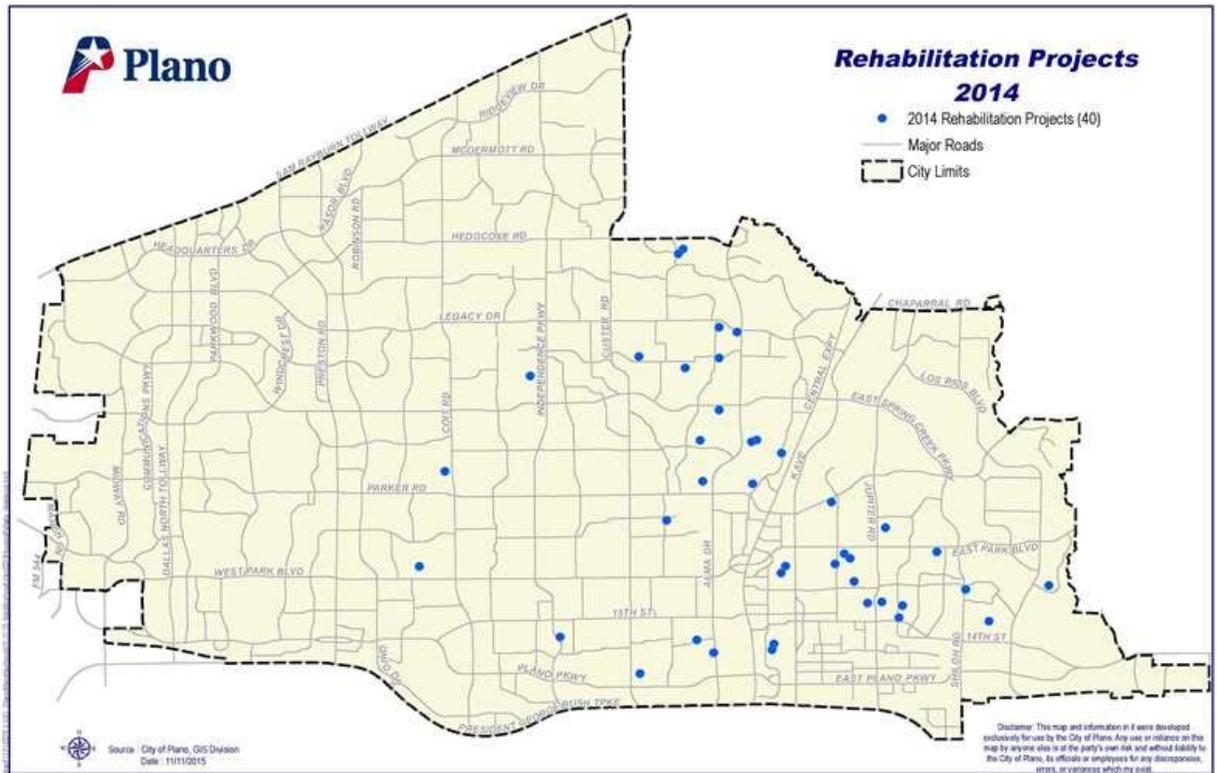
#### 3.1.1 Objective DH-1.1

Continue to preserve and enhance existing housing stock through home rehabilitation.

##### *3.1.1.1 City of Plano Housing Rehabilitation*

Neighborhoods throughout the City have benefited from rehabilitation projects completed during PY 2014-15. Approximately \$1,146,551 in CDBG funds were used for home rehabilitations and emergency repairs for 40 households. Of the 40 households assisted, nine were categorized as extremely low, 11 very low and 20 low income.

One component of the program is to obtain the Home Energy Rating System (HERS) rating prior to and after a home rehabilitation. This rating quantifies the energy performance of the home. Homes rehabbed during the 2014 program year showed improvement in the HERS rating, specifically, an average of 29% as a result of the rehabilitation. The 2014 City of Plano Housing Rehabilitation project location map shows housing rehabilitation program activities during PY 2014-15.



### 3.1.2 Objective DH-1.2

Continue to create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition, and rehabilitation of land and properties for income qualified households.

#### 3.1.2.1 *Plano Housing Corporation*

Plano Housing Corporation serves as the Community Housing Development Organization (CHDO) for the City of Plano. Plano Housing Corporation expended \$19,265 in HOME funds in PY 2014-15 and three homes were completed and sold to low income homebuyers. Staff and the agency continue to work on identifying potential developments to expend their allocation of HOME funds.

#### 3.1.2.2 *City of Plano First Time Homebuyer Program*

The City of Plano's First Time Homebuyer Program increases homeownership opportunities for qualified buyers. In PY 2014-15, the City of Plano continued to collaborate with two neighboring cities as the central homebuyer education provider with 202 individuals attending classes held at Plano Municipal Center. Collaboration has benefited all parties by eliminating duplication of services, improving the quality of materials, increasing class participation and decreasing cost for each city. Other benefits include increased partnerships with lenders, realtors and other housing professionals as their knowledge and skills are used to enhance the training of potential homebuyers.

The City spent \$47,804 in CDBG and \$4,310 in HOME funds to assist five low income households with the purchase of a home in Plano.

### *3.1.2.3 Habitat for Humanity*

Habitat for Humanity of South Collin County continues to help the City of Plano meet the need of reducing the cost burden for low income households by creating affordable housing in Plano. In PY 2014-15, the organization completed construction and sold four homes to low income homebuyers and is moving forward with construction on five additional homes. The infill housing project has created affordable homes for low income families and improved the neighborhood substantially. Habitat spent \$119,250 in HOME funds for development costs.

### *3.1.2.4 Christ United Methodist Church*

Christ United Methodist Church's unique project is known as "House on the Corner." With volunteer labor, members construct a home on the church parking lot which sits at the corner of a busy intersection, then transfer the home to a residential site. The visibility of this project continues to increase the awareness for housing needs in our community.

This program helps to address the City's priority to increase home ownership of low income populations. The church spent \$19,108 in HOME funds during the 2014-15 program year. These funds assisted them in building one home for sale to a low income family.

## *3.1.3 Objective DH-1.3*

Increase and support affordable rental housing opportunities in Plano.

### *3.1.3.1 Plano Housing Authority*

The City of Plano often works in conjunction with the Plano Housing Authority (PHA) to assist residents in obtaining homeownership. According to HUD, the City of Plano is the "Responsible Entity" for PHA regarding environmental reviews. The City and PHA have also partnered to develop and increase affordable housing opportunities through the City's Housing Rehabilitation Program.

### *3.1.3.2 Support Housing Tax Credit Applications*

The City of Plano periodically receives requests to support applicants to the Texas Department of Housing and Community Affairs (TDHCA) for the Housing Tax Credit Program (HTC). By providing resolutions of support or non-opposition, the City helps affordable housing developers meeting HTC application requirements as well be more competitive in TDHCA's funding process. During PY 2014-15, the City passed two resolutions in support of TDHCA housing tax credit applications. The City has also established, with input from developers, an annual application process starting in 2016 to evaluate applications to determine whether or not to provide a resolution of support.

## *3.2 Suitable Living (SL) Environment Strategy*

Strategy SL: Improve and maintain suitable living environments by supporting and enhancing

public facilities, public services and infrastructure for low income persons, special needs populations and neighborhoods in need of revitalization.

Five 2014-15 program activities are categorized under the Suitable Living Strategy of the Consolidated Plan. The objectives are as follows:

### 3.2.1 Objective SL-2.1

#### *3.2.1.1 Objective SL-2.1a*

Develop and upgrade public facilities and infrastructure to help lower income persons, those with special needs and neighborhoods in need.

The City accomplished the accessibility modifications commitment to upgrade public facilities and infrastructure in prior program years.

#### *3.2.1.2 Samaritan Inn Transitional Shelter*

The Samaritan Inn Transitional Shelter program provided shelter and supportive services aimed to restore self-sufficiency to 54 homeless persons from Plano. The agency used \$40,000 in CDBG funds for program staff salary.

#### *3.2.1.3 Texas Muslim Women's Foundation*

The Texas Muslim Women's Foundation provided shelter and supportive services for victims fleeing domestic violence. The agency used \$26,940 in CDBG funds to provide program services to 22 Plano households.

### 3.2.2 Objective SL-2.2a

Provide support for organizations that engage in public services for Plano residents, especially special needs populations, including but not limited to low income elderly, persons with disabilities, persons with HIV/AIDS and at-risk youth.

#### *3.2.2.1 Boys and Girls Clubs of Collin County*

The Boys and Girls Club of Collin County assisted 146 low income youth through their SMART Moves program. Funds provided salaries for SMART Moves staff, building maintenance and utility fees. The agency provides gender specific youth forums to address such topics as moral compass, education and career development, and health and fitness. The agency spent \$40,714 in CDBG funds to carry out program activities.

#### *3.2.2.2 Galaxy Counseling Center*

Galaxy Counseling Center offered child and family counseling through affordable mental health services for families in need. The agency used \$3,193 in CDBG funds to provide program services to six low income clients.

### 3.2.3 Objective SL-2.2b

Assist homeless supportive services across the entire spectrum of need, from homelessness to self-sufficiency with continued emphasis on homelessness prevention.

#### 3.2.3.1 *City of Plano Homelessness Prevention (Samaritan Inn)*

The Samaritan Inn administered the City of Plano's Homelessness Prevention Program. The program provided emergency rent, mortgage, and/or utility assistance to 34 Plano households at-risk of homelessness and spent \$68,000 in CDBG funds. Participating households received financial assistance and case management services.

## 3.3 Economic Opportunity (EO) Strategy

Strategy EO: Encourage economic opportunities that promote private investment for low and moderate income persons and area workforces.

One 2014-15 program activity is defined within the Economic Opportunity Strategy. The objective is listed below:

### 3.3.1 Objective EO-2

Create and/or expand opportunities for small businesses and/or microenterprises.

#### 3.3.1.1 *LaunchAbility*

During program year 2014-15, LaunchAbility assisted 11 Plano residents with cognitive disabilities in obtaining and maintaining employment. The agency spent \$4,757 in CDBG funds to provide program services.

## 3.4 Other (O) Strategy

Strategy O, as listed in the 2010-2014 Consolidated Plan, includes program planning and administration that supports all of the previously mentioned HUD strategies and objectives. This strategy's sole objective is:

Objective O-1: Use CDBG and HOME funds to coordinate, monitor and implement the Consolidated Plan objectives in compliance with HUD requirements.

The City of Plano used \$273,729 in CDBG and HOME funds administering the 2014-15 program activities to include salaries, training/professional development, fair housing services, public notices and printing, audit costs, association dues and mileage reimbursement.

### 3.4.1 City-Funded Projects

The City's general funds helped to assist Plano residents of several populations as defined by HUD. Buffington Community Services Grant (BCSG) funds in the amount of \$269,330 were awarded for 16 programs at 14 agencies. Through third quarter PY 2014, 11,673 Plano residents and households were provided public services across a wide spectrum of special needs populations including elderly, homeless persons, victims of domestic violence, and

abused children. The following table provides a summary of agencies and programs funded through BCSG in PY 2014.

<b>Agency</b>	<b>Service Description</b>
Family Outreach	At-risk youth support
Collin County Committee on Aging	Home-delivered meals for seniors
Jewish Family Service Wellness Center for Older Adults	Senior wellness/healthcare
Assistance League	Clothes for school children
City House	Housing for homeless children and young adults
CASA of Collin County Children's Advocacy Center Hope's Door	Battered/abused women and children
Collin County Adult Clinic Plano Children's Medical Clinic	Medical/dental care
Journey of Hope Turning Point Rape Crisis Center	Crisis counseling and intervention services
Assistance Center of Collin County	Information and referral

## 4 Assessment of Consolidated Plan Goals & Objectives

The City of Plano 2010-14 Consolidated Plan's strategies, objectives, and outcomes are included in the Appendices of this document. Table 4.1 details progress made toward achieving those outcomes during program year 2014; the last year of the five-year plan. The last column of the chart reflects outcome achievement by percentage.

	5 Year Goal	2010	2011	2012	2013	2014	Total	%
<b>Decent Housing Strategy</b>								
<b>Objective DH-1.1 Preserve and enhance existing housing stock through home rehabilitation</b>								
Rehabilitate/Improve existing home stock (units)	95	34	36	43	31	40	184	193%
Offer and market programs to rehabilitate existing rental stock (meetings)	10	0	1	2	6	4	13	130%
<b>Objective DH-1.2: Continue to create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation.</b>								
Assist homebuyers through education and homebuyer assistance (households)	60	11	13	10	5	5	44	73%
Inventory available parcels and evaluate their feasibility for affordable housing development (develop land map)	1	0	0	1	0	0	1	100%
<b>Objective DH-1.3: Increase and support affordable rental housing opportunities</b>								
Support PHA to maintain affordable housing developments (environmental reviews)	5	1	1	1	1	1	5	100%
<b>Suitable Living Environment Strategy</b>								
<b>Objective SL-2.1: Develop and upgrade public facilities and infrastructure to help lower income persons, those with special needs, and neighborhoods in need.</b>								
Assist with housing accessibility modifications for elderly and disabled residents within the City (households)	5	5	0	0	0	0	5	100%
Support/assist with the creation of additional shelter supportive services and transitional housing for homeless and under-housed (people)	100	18	0	0	79	76	173	173%
<b>Objective SL-2.2: Fund public service activities serving primarily lower income persons and those with special needs</b>								
Provide support to organizations that engage in public services for Plano residents, especially special needs populations (individuals)	4,625	603	771	710	204	152	2440	52%

	<b>5 Year Goal</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Total</b>	<b>%</b>
Assist homeless supportive services across the entire spectrum of need, from homelessness to self-sufficiency, with the continued emphasis on homelessness prevention (households)	100	22	39	47	36	38	182	182%
Participate and fund annual Collin County Homeless Point in Time count (units)	5	1	1	1	1	1	5	100%
<b>Objective SL-3.1: Support the rehabilitation/revitalization of aging neighborhoods through a mixture of infrastructure improvements, home and business rehabilitation, code enforcement, and expanding economic opportunities</b>								
Track neighborhood wellbeing by focusing resources on areas of greatest opportunity for improvement (neighborhoods)	3	1	2	2	1	1	7	233%
<b>Economic Opportunity Strategy</b>								
<b>Objective EO-2: Create and/or expand opportunities for small businesses and/or microenterprises</b>								
Support activities providing job training and assist with job/small business creation (people)	50	13	11	12	17	11	64	128%

## 5 Affirmatively Furthering Fair Housing

The City of Plano conducted an Analysis of Impediments to Fair Housing Choice (AI) in July 2010. The analysis reviewed the current City policies, federal and state regulations, and included a community survey of fair housing issues in an effort to recognize impediments to fair housing within the City of Plano. A summary of impediments are listed below along with actions taken to address them.

Impediment No. 1: Residents have very low awareness of who investigates housing discrimination in Plano and/or who to contact to file a complaint.

Impediment No. 2: Residents have limited information about fair housing laws and their rights. The city, housing authority and other partners could do more fair housing education and outreach.

Impediment No. 3: Plano continues to be a desirable place to live and, as such, has relatively high land and housing costs. That said, the city has policies in place to encourage affordable housing, including a Housing Infill ordinance and a Housing Density policy that allows for a mixture of housing types and densities. However, the city is predominantly intended for low-density neighborhood development.

### Fair Housing Action Plan

Based on research performed by BBC Consulting, it was recommended that the City of Plano consider the following Fair Housing Action Plan (FHAP) and activities for reducing fair housing impediments:

Action Item 1: Make it easier for residents to find information about fair housing and the complaint process.

#### City 2014-15 Activity Response:

The City of Plano monitored its Fair Housing Website to ensure residents have a clear definition of housing discrimination and access to links for HUD's website (to assist those seeking to submit a complaint), the Texas Workforce Commission Civil Rights Division (TWCCRD) and the Plano Housing Authority website. Notices were included in City of Plano utility bills. Brochures and documents were distributed at City and neighborhood events and staff served on a committee to respond to HUD's proposed Furthering Fair Housing Rule.

Action Item 2: Continue policies to encourage and create mixed types of housing, affordable to households of all income levels.

#### City 2014-15 Activity Response:

As stated in the Analysis of Impediments, the City has several policies that encourage housing opportunities for low and moderate income households. The City's Housing Infill ordinance allows the City to acquire, donate land and/or allocate other funds toward the development of affordable housing. The City's updated Comprehensive Plan, Plano Tomorrow, outlines principles for development of a variety of housing options that address the housing needs of all Plano residents, including, but not limited to those at or below 120% AMI. The City also developed a process for developers applying for housing tax credit financing to obtain

resolutions of support of their applications. City staff attended a fair housing symposium hosted by the City of Dallas. City of Plano also hosted a landlord fair to promote the PHA's implementation of vouchers for veteran's supportive housing. The City of Plano promotes policies that encourage fair housing during the program year.

## 5.1 Actions & Outreach to MBEs

Staff continued marketing and outreach to Minority Business Enterprises (MBEs) by utilizing local media, searching websites such as the Small Business Administration and local chapters of national associations. These efforts along with networking and referrals resulted in 42% (\$340,170) of total funds awarded through housing rehabilitation as MWBE contracts.

Also, the City exceeded its goal of awarding 10% of construction contracts to Section 3 businesses and 3% of non-construction contracts to Section 3 businesses. From October 1, 2014 through September 30, 2015, the City of Plano paid \$802,526 to contractors providing construction services and \$16,252 for non-construction services for the City's Housing Rehabilitation Program. HUD's Section 3 Guidelines require recipients of their funds, to the greatest extent possible, provide job training, employment and contract opportunities for low income residents. During PY 2014, 45% of construction contracts and 23% of non-construction contracts were awarded to contractors that met Section 3 guidelines.

## 5.2 Affordable Housing

Through policy, funding commitments, and in-house programs, the City has provided opportunities to maintain and increase its affordable housing stock. During PY 2014-15, first time homebuyers received homeownership assistance for existing, rehabilitated or newly constructed homes and current homeowners were assisted through the housing rehabilitation program. Table 3B in the Appendices provides a numerical summary of accomplishments.

## 6 Continuum of Care

The City of Plano actively pursues avenues to address homelessness and participates in coordinating homeless services in the community. To address homelessness prevention, HUD funds were used to help families and individuals remain housed through rent, mortgage, utility and/or case management services.

Metro Dallas Homeless Alliance, the local Continuum of Care, has proposed a regional strategy to take action on homelessness in Collin County. The proposal includes additional funding, coordinated access for homeless persons, a Collin County Assessment Center and referral hotline.

Other efforts to provide solutions to homelessness include participation in the Collin County Point-in-Time Homeless Count and the Collin County Homeless Coalition. The coalition, which consists of homeless service providers, neighboring cities, faith-based organizations and educational institutions, is seeking ways to meet the need for services not currently available in Collin County. The Coalition was recently awarded funds for the development of coordinated access and HMIS participation in Collin County.

## 7 Other Actions & Leveraging Funds

### 7.1 Other Actions

#### **Underserved Needs**

Recognizing Federal resources alone are not sufficient to meet community needs, the City of Plano created the Buffington Community Services Grant (BCSG) in 1998. The grant consists of general funds to help meet underserved needs and assist agencies in accomplishing their missions.

#### **Foster and Maintain/Eliminate Barriers to Affordable Housing**

Ensuring that Plano residents have access to affordable housing is a priority for the City of Plano. This effort is accomplished through the City's First Time Homebuyer Program and Housing Rehabilitation Program as noted in earlier narratives. In addition, the City is committed to implementation of its Fair Housing Action Plan.

#### **Overcome Institutional Gaps and Enhance Coordination**

In order to overcome gaps in institutional structures and enhance coordination, Community Services Division staff actively collaborates with outside agencies, which include: the Collin County Homeless Coalition, Metro Dallas Homeless Alliance, Collin County Social Service Association, and Texas Health Resources Community Health Council. Other efforts include networking with neighboring participating jurisdictions through the National Community Development Association and advocating for elimination of duplicate services amongst public service agencies.

#### **Public Housing and Resident Initiatives**

During PY 2014-15, the Plano Housing Authority offered a walk-in medical clinic one afternoon per week and sponsored a "Back 2 School Block Party" for residents.

#### **Lead-Based Paint Hazard Reduction**

City staff has been trained and certified in lead-based paint risk assessment and hazard reduction. All houses built prior to 1978 are inspected for lead hazards prior to rehabilitation and home purchase. If potential hazards exist, homeowners receive lead based paint notification and the appropriate level of action is included in the rehabilitation work.

#### **Program Compliance**

City staff attended various HUD-sponsored training sessions as well as participated in webinars during PY 2014-15. These efforts are to ensure staff is current with new and/or revised federal regulations regarding HUD funded programs. Below is a list of training sessions and/or webinars attended:

- CDBG Listening Session
- Consolidated Plan
- HUD Environmental Review and Assessment Trainings
- Federal Labor Standards
- HOME Final Rule

- IDIS and e-Con Planning Suite trainings
- Lead Based Paint
- First Time Homebuyer Marketing and Outreach
- National Community Development Association Trainings and Seminars
- HUD Regional Quarterly Meetings

For planning/monitoring requirements, staff conducts regular desk monitoring and annual on-site monitoring of programs to ensure program and comprehensive planning compliance. In addition, staff requires mandatory training for all CDBG and HOME subrecipients and publishes a "CDBG and HOME Subrecipient Compliance Manual" for those agencies and provides ongoing technical assistance as needed.

### **Anti-Poverty Strategy**

Using federal and city funds, the City partnered with agencies to provide services to families with the objective to decrease dependence on public assistance and increase income. Agency partners provided various educational and job training programs in cooperation to help families increase their income and realize earning potential.

## **7.2 Leveraging Resources**

City of Plano subrecipients are encouraged to leverage HOME and CDBG funds in seeking other funding sources. Diversification of funding sources reduces dependence on HUD funds, which are subject to change annually. Leveraging also decreases the amount of HOME and CDBG funding needed for each project, allowing the City to assist more residents.

HOME-funded single family residential and acquisition/rehabilitation projects also leverage funds to maximize affordable housing dollars. Approximately \$710,000 in non-federal funds were leveraged. The City of Plano requires non-profit agencies producing affordable single family homes to leverage outside funds to complete the construction and/or rehabilitation of houses for low income buyers. Like the First Time Homebuyer program, this permits the non-profit agency and homebuyer to have a greater equity in the home and also allows the City to distribute program funding dollars to more in need.

The City of Plano uses as Match for HOME funds by calculating the interest saved by homebuyers due to obtaining reduced interest or interest free loans and by the deferred payment gap loans made by the developers. The City also uses in-kind volunteer labor provided for HOME construction projects.

## 8 Self Evaluation

The 2014-15 activities added outcomes toward achieving the strategies and objectives established in the 2010-2014 Consolidated Plan. This was the fifth year of the five year Consolidated Plan. Tables 3A and 3B in the Appendices provide an in-depth review of the City's annual outcomes. An overview of the City's accomplishments.

### **Decent Housing Strategy**

**Objective DH-1.1: Preserve and enhance existing housing stock through home rehabilitation.**

The City's Housing Rehabilitation program completed home rehabilitations and emergency repairs for 40 households; 121% of the expected number of units. This success can be attributed in part to continued efforts by staff to market the program and the demand for homeowners seeking assistance in maintaining and repairing their homes.

**Objective DH-1.2: Create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation of land and properties for income qualifying households.**

Christ United Methodist Church met its annual commitment and began building a second property with its 2014-15 funds. The second property will be completed and sold to a low income household during the 2015-16 program year.

Plano Housing Corporation is a nonprofit organization that serves as a Community Housing Development Organization (CHDO) in the City of Plano. The organization met its completion goal by completing construction and selling three homes to low income homebuyers but did not meet its expenditure goal. City staff and the agency continue to work together to identify development opportunities.

Habitat for Humanity of South Collin County completed construction and sold four homes to low income homebuyers in PY 2014 and is currently constructing an additional five homes. Habitat's undertaking has produced a substantial amount of affordable housing for the community.

Finding qualified applicants for the City's FTHB program continued to be difficult for staff. During the program year, 56 households applied and five applicants closed on a home. The supply of affordable housing is insufficient due to high demand and low supply of properties in the city, limited HUD funding for affordable housing activities in Plano, and state laws disallowing mandatory inclusionary housing. As a result, Staff will continue to market the program through local and City sponsored events, networking, and mailers in an attempt to locate potential homebuyers. Staff also changed the program guidelines in 2014-15, increasing downpayment/closing cost up to \$20k and increasing home purchase value to \$165k.

### **Suitable Living Environment Strategy**

**Objective SL-2.2a: Provide support to organizations that engage in public services for Plano residents, especially special needs populations, including but not limited to low income elderly, persons with disabilities, persons with HIV/AIDS and at-risk youth.**

One HUD activity, Boys and Girls Club of Collin County, under this objective met and/or exceeded their annual outcome goal. One HUD activity, Galaxy Counseling Center, did not reach its outcome and spending goals. Approximately \$14,236 in unused CDBG funds will be reallocated.

**Objective SL-2.2b: Assist homeless supportive services across the entire spectrum of need from homelessness to self-sufficiency, with an emphasis on homelessness prevention.**

During the 2014-15 program year, the City's Homelessness Prevention Program, Samaritan Inn's Transitional Shelter Program, and Texas Muslim Women Foundation substantially met their outcome goals. Approximately \$8,093 in unused CDBG funds will be reallocated.

### **Economic Opportunity Strategy**

**Objective E0-2: Support activities that provide job training and assist in job/small business creation.**

In this category, one program through LaunchAbility provided services to help disabled adults obtain and maintain employment. The agency's Supported Employment program exceeded its annual outcome goal. Approximately \$10,242 in unused CDBG funds will be reallocated.

## 9 CDBG & HOME Narrative

### 9.1 CDBG Narrative

The City of Plano used CDBG funds to address objectives set forth in the 2010-14 Consolidated Plan. Tables 3A and 3B in the Appendices show the City's annual progress. There were no significant changes in program objectives. Activities undertaken were stated in the 2014-15 Action Plan submitted to HUD prior to the beginning of PY 2014-15.

The City of Plano received \$134,485 in program income during the year, \$14,485 more than originally estimated. These funds were reprogrammed into the City's Housing Rehabilitation Program. Program income was generated predominately from rehabilitation loan payments and is spent on new housing rehabilitation projects.

At the end of the program year, loans consist of Housing Rehabilitation forgivable and repayable loans; 115, with a balance of \$1,620,666 and, 87 with a balance of \$76,264 respectively. In addition, First Time Homebuyer forgivable loans total 17 with a balance of \$53,228. Total interest collected was \$13,921.

The primary use of 2014 CDBG funds was affordable housing development, housing rehabilitation, and public service activities. As required by HUD, 70% of all CDBG funds expended during a particular period must benefit low-to-moderate income persons. The City exceeded this goal as all funds spent benefited low income individuals or households. Public service activities accounted for 15% of these funds. The City will reallocate unspent dollars to HUD-eligible activities.

In assessing the City's efforts to carry out planned actions as part of the City's certification to follow the HUD approved Consolidated Plan, the City of Plano has:

- Implemented all programs and activities in accordance with Local, State and Federal laws,
- Used CDBG funds toward highest priority needs and goals which satisfy national objective requirements,
- Used all resources listed in the Action Plan,
- Not hindered Consolidated Plan implementation by action or willful inaction, and
- Followed anti-displacement and relocation policies.

### 9.2 HOME Narrative

HOME funds were used as proposed in prior year Action Plans addressing the priority need of affordable housing. Assistance was provided to first time homebuyers, for home rehabilitation and for creation of new infill housing. All HOME funds benefited extremely low -to-low income households. Table 3B in the Appendices summarizes Affordable Housing goals.

The HOME program is required to obtain match contributions for the period covered by the Consolidated Plan program year.

As reported in the HUD's Integrated Disbursement and Information System (IDIS), the City receipted \$39,790 and drew down \$58,569 in program income. Program income draws included

program income received in prior program year. The estimated amount stated in the 2014-15 Action Plan is \$3,000. These funds can be attributed primarily to loan payments.

The City will allocate and expend these funds on HOME-eligible activities.

## 10 Citizen Comments

### **Description of Public Comment Process**

This report was prepared by the Community Services Division of the Neighborhood Services Department. On November 22, 2015, a Public Notice was published in the Plano Star-Courier informing the public of the report and the schedule of open meetings for public comment. Open meetings were held on November 19th before the Community Relations Commission and December 14th before City Council. The notice also informed the public that a copy of the draft report could be obtained at the Community Services Division office and via the web. A 15-day public comment period was held from November 23rd to December 7th, 2015.

### **Public Comments**

No public comments were received by the City during the public comment period and at the scheduled open meetings.

## 11 Appendix: HUD Table 3A: 2014 Summary of Specific Annual Objectives

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome / Objective
<b>Owner Housing Objectives</b>						
DH-1.1	Preserve existing housing stock (City of Plano Housing Rehabilitation)	CDBG and CDBG Program Income: \$814,223	Total number of affordable units	33	40	DH-1
DH-1.2	Provide affordable housing to low income first time homebuyers (City of Plano First Time Homebuyer)	CDBG: \$29,863 HOME: \$90,968	Number of first time homebuyers and number receiving down payment assistance	10	5	DH-1
DH-1.3	Increase the availability / accessibility to decent housing for low income families (Christ United Methodist Church)	HOME: \$35,000	Total number of affordable units	1	1	DH-1
DH-1.4	Increase the availability / accessibility to decent housing for low income families (Habitat for Humanity)	HOME and HOME Program Income: \$105,000	Total number of affordable units	3	4	DH-1
DH-1.5	Increase the availability / accessibility to decent housing for low income families (Plano Housing Corporation)	HOME: \$120,000	Total number of affordable units	2	3	DH-1

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome / Objective
<b>Homeless Objectives</b>						
SL-1.1	Provide accessibility to create sustainable living environment to persons who are at risk of homelessness (City of Plano Homeless Prevention)	CDBG: \$68,000	Number of households that received emergency financial assistance to prevent homelessness	38	34	SL-1
SL-1.2	Provide accessibility to create sustainable living environment to persons who are at risk of homelessness (Samaritan Inn Transitional Shelter)	CDBG: \$40,000	Number of households that received homeless shelter and supportive services	52	54	SL-1
SL-1.3	Provide accessibility to create sustainable living environment to persons who are at risk of homelessness (Texas Muslim Women's Foundation)	CDBG: \$35,034	Number of households that received homeless shelter and supportive services	18	22	SL-1
<b>Public Service Objectives</b>						
SL-1.4	Provide accessibility / availability for the purpose of creating suitable living environments (Boys and Girls Club)	CDBG: \$40,714	Number of persons assisted with new and/or improved access to service	136	146	SL-1

<b>Obj #</b>	<b>Specific Objectives</b>	<b>Sources of Funds</b>	<b>Performance Indicators</b>	<b>Expected Number</b>	<b>Actual Number</b>	<b>Outcome / Objective</b>
SL-1.5	Provide accessibility / availability for the purpose of creating suitable living environments (Galaxy Counseling)	CDBG: \$17,430	Number of persons assisted with new and/or improved access to service	45	6	SL-1
<b>Economic Objective</b>						
EO-1.1	Provide accessibility / availability to economic opportunity (LaunchAbility)	CDBG: \$4,757	Number of persons assisted with new and/or improved access to service	11	11	EO-1

**HUD Outcome/Objective Codes**

	<b>Availability / Accessibility</b>	<b>Affordability</b>	<b>Sustainability</b>
<b>Decent Housing</b>	DH-1	DH-2	DH-3
<b>Suitable Living Environment</b>	SL-1	SL-2	SL-3
<b>Economic Opportunity</b>	EO-1	EO-2	EO-3

## 12 Appendix: HUD Table 3B: 2014 Annual Housing Completion Goals

<b>Grantee Name: City of Plano Program Year: 2014-15</b>	<b>Expected Annual # of Units to be Completed</b>	<b>Actual # Completed</b>	<b>Resources Used During the Period</b>
<b>Beneficiary Goals (Sec. 215)</b>			
Homeless households	0	0	N/A
Non-homeless households	87	87	CDBG, HOME
Special Needs households	0	0	N/A
<b>Total Sec. 215 Beneficiaries</b>	<b>87</b>	<b>87</b>	
<b>Rental Goals (Sec. 215)</b>			
Acquisition of existing units	0	0	N/A
Production of new units	0	0	N/A
Rehabilitation of existing units	0	0	N/A
Rental assistance	38	34	CDBG
<b>Total Sec. 215 Affordable Rental</b>	<b>38</b>	<b>34</b>	
<b>Homeowner Goals (Sec. 215)</b>			
Acquisition of existing units	0	0	N/A
Production of new units	6	8	HOME
Rehabilitation of existing units	33	40	CDBG
Homebuyer assistance	10	5	CDBG, HOME
<b>Total Sec. 215 Affordable Owner</b>	<b>49</b>	<b>53</b>	
<b>Combined Rental and Owner Goals (Sec. 215)</b>			
Acquisition of existing units	0	0	N/A
Production of new units	6	8	HOME

<b>Grantee Name: City of Plano Program Year: 2014-15</b>	<b>Expected Annual # of Units to be Completed</b>	<b>Actual # Completed</b>	<b>Resources Used During the Period</b>
Rehabilitation of existing units	33	40	CDBG, HOME
Rental assistance	38	34	CDBG
Homebuyer assistance	10	5	CDBG, HOME
<b>Combined Total Sec. 215 Goals</b>	<b>87</b>	<b>87</b>	
<b>Annual Housing Goals</b>			
Annual Rental Housing Goal	38	34	CDBG
Annual Owner Housing Goal	49	53	CDBG, HOME
<b>Total Annual Housing Goal</b>	<b>87</b>	<b>87</b>	

Explanation of Table 3B Expected Numbers:

- Non-Homeless Households: Homelessness Prevention, First Time Homebuyer, Plano Housing Corporation, Habitat for Humanity, Christ United Methodist, and Rehabilitation goals.
- Rental Assistance: Homelessness Prevention goal.
- Production of new owner units: Plano Housing Corporation, Habitat for Humanity, and Christ United Methodist goals.
- Rehabilitation of existing owner units: Rehabilitation goal.
- Homebuyer Assistance: First Time Homebuyer goal.

## 13 Appendix: 2014 HOME Developer Project Summary

Below is a detailed explanation of HOME developer activities that took place during the PY 2014-15. The purpose of this section is to assist HUD staff in reviewing HOME funded development activities.

Christ United Methodist

#639 - Project is completed.

Habitat for Humanity of South Collin County

#519, 593, 621, and 638 - Each number represents a single project; projects are completed.

#622, 635, 636, 642, and 643 - Each number represents a single project that will be completed with final draws and completion to be reported in PY 2015.

Plano Housing Corporation

#600, 615, and 624 - Each number represents a single project; projects are completed.

# 14 Appendix: 2010-2014 Consolidated Plan Strategies



## City of Plano, Texas Five Year Strategic Plan

This document includes Narrative Responses to specific questions that grantees of the Community Development Block Grant, HOME Investment Partnership, Housing Opportunities for People with AIDS and Emergency Shelter Grants Programs must respond to in order to be compliant with the Consolidated Planning Regulations.

### GENERAL

#### Executive Summary

*The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.*

#### 5 Year Strategic Plan Executive Summary:

The City of Plano has established the following strategies, objectives and outcomes to guide its Consolidated Plan for program years 2010 to 2014.

#### DECENT HOUSING

**Strategy DH:** Encourage the provision of decent, safe and affordable housing for low and moderate income and special needs residents.

- **Objective DH-1.1 (Affordability):** Continue to preserve and enhance existing housing stock through home rehabilitation.

DH-1.1 five year outcomes:

- Provide programs to rehabilitate and improve the existing stock of homes occupied by low and moderate income owners.
  - Outcome/five year goal: 95 units
- Continue to offer and market programs to rehabilitate and improve existing rental stock occupied by low and moderate income renters.
  - Outcome/five year goal: 10 meetings and/or speaking engagements specifically to market the rehabilitation program to landlords with low and moderate tenants.

- **Objective DH-1.2 (Affordability):** Continue to create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation of land and properties for income qualifying households.

DH-1.2 five year outcomes:

- Provide assistance to homebuyers with downpayment assistance, closing cost assistance, and/or homebuyer education and counseling.
  - Outcome/five year goal: 60 units

- Consider sale of publicly owned land to affordable housing developers. Inventory available parcels and evaluate their feasibility for affordable housing development.
  - *Outcome/five year goal:* Develop map of vacant parcels by zoning district for affordable housing developers.
- **Objective DH-1.3 (Affordability):** Increase and support affordable rental housing opportunities in Plano.
  - DH1.3 five year outcomes:*
    - Continue to support the efforts of the Plano Housing Authority (PHA) to maintain affordable housing developments and issue Housing Choice Vouchers.
      - *Outcome/five year goal:* Complete 5 annual environmental reviews for PHA Capital Funding
      - *Outcome/five year goal:* Certify PHA initiatives as compliant with the Consolidated Plan as needed.
    - Support applications for and the development of Low Income Housing Tax Credit (LIHTC) projects.
      - *Outcome/five year goal:* Completed on an as needed basis

#### **SUITABLE LIVING ENVIRONMENT**

**Strategy SL:** Improve and maintain suitable living environments by supporting and enhancing public facilities, public services and infrastructure for low income persons, special needs populations and neighborhoods in need of revitalization.

- **Objective SL-2.1 (Availability/Accessibility):** Develop and upgrade public facilities and infrastructure to help lower income persons, those with special needs and neighborhoods in need.
  - SL-2.1 five year outcomes:*
    - Support and assist with the creation of additional shelter, supportive services, and transitional housing for homeless and under-housed.
      - *Outcome/five year goal:* 100 people
      - *Outcome/five year goal:* Certify local agency initiatives as compliant with the Consolidated Plan, as needed.
    - Continue to assist with housing accessibility modifications for elderly and disabled residents within the City of Plano.
      - *Outcome/five year goal:* 5 housing units

- **Objective SL-2.2 (Availability/Accessibility):** Fund public service activities serving primarily lower income persons and those with special needs.

SL-2.2 five year outcomes:

- Provide support to organizations that engage in public services for Plano residents, especially special needs populations, including but not limited to low income elderly, persons with disabilities, persons with HIV/AIDS and at-risk youth.
  - *Outcome/five year goal:* 4,625 individuals
- Assist homeless supportive services across the entire spectrum of need, from homelessness to self-sufficiency, with the continued emphasis on homelessness prevention.
  - *Outcome/five year goal:* 100 families
  - *Outcome/five year goal:* Participate and fund annual Collin County Homeless PIT survey: 5 units

- **Objective SL-3 (Sustainability):** Support the rehabilitation/revitalization of aging neighborhoods through a mixture of infrastructure improvements, home and business rehabilitation, code enforcement, and expanding economic opportunities.

SL-3 five year outcomes:

- Actively pursue and track neighborhood well being by focusing resources on areas of greatest opportunity for improvement.
  - *Outcome/five year goal:* 3 neighborhoods showing measureable improvements

**ECONOMIC OPPORTUNITIES**

**Strategy EO:** Encourage economic opportunities that promote private investment for low and moderate income persons and area workforce.

- **Objective EO-2 (Availability/Accessibility):** Create and/or expand opportunities for small businesses and/or microenterprises.

***EO-2 five year outcomes:***

- Support activities that provide job training and assist with job/small business creation.
  - *Outcome/five year goal:* 50 people

**OTHER**

**Strategy O:** Continue program planning and administration that supports all of the above strategies and objectives.

- **Objective O-1:** Use CDBG and HOME funds to coordinate, monitor and implement the Consolidated Plan objectives according to HUD.
  - *Outcome/five year goal:* Create Action Plan and CAPER documents acceptable to HUD: 10 units