

CITY COUNCIL

1520 AVENUE K



DATE: 12/16/2014

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Boy Scout Troop 219
Christ Church Plano

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>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PRESENTATION: The Sons of the American Revolution are presenting the Hero Award to Detective Chris Jones.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><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></p> <p><u>CONSENT AGENDA</u></p> <p><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></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(a) Bid No. 2014-390-C for a one (1) year contract with three (3) City optional one (1) year renewals for Engineered Wood Fiber for Various Playgrounds for the Parks and Recreation Department to Child's Play, Inc. in the estimated annual amount of \$78,700 and authorizing the City Manager to execute all necessary documents.</p> <p>(b) Bid No. 2015-27-B for Oak Point Park Access Drive to Jeske Construction Co. in the amount of \$276,700 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Rejection of all proposals for RFP No. 2014-384-C RFP for Stop Loss Insurance for the Human Resources Department.</p> <p>Purchase from an Existing Contract</p> <p>(d) To approve the purchase of Microsoft Premier Support Services for Technology Services in the amount of \$78,025 from Microsoft Corporation through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1927)</p> <p>Approval of Contract Modification</p> <p>(e) To extend Contract No. 2008-207-C for Stop Loss Insurance in the total amount of \$309,698 for a period of three (3) months from the expiration date of December 31, 2014.</p> <p>Approval of Expenditure</p> <p>(f) To approve an expenditure for three (3) outdoor warning sirens for the Technology Services Radio Shop in the amount of \$73,010 from R & D Communications, Inc. dba American Communications and authorizing the City Manager to execute all necessary documents.</p> <p>(g) To approve an expenditure to upgrade the current Vesta 9-1-1 Geo-Diverse System in the estimated amount of \$1,822,092 from Affiliated Telephone, Inc., to be utilized by the Public Safety Communications Department and authorizing the City Manager to execute all necessary documents.</p> <p>Adoption of Resolutions</p> <p>(h) To approve the terms and conditions of an Economic Development Incentive Agreement by and between Moon Hotel Legacy, Ltd., a Texas limited partnership, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(i) To approve the terms and conditions of a Hotel Occupancy Tax Grant Agreement by and between Moon Hotel Legacy, Ltd., a Texas limited partnership, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	<p>To review and approve the City's official Public Funds Investment Policy; and providing an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><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></p> <p><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></p>	
(1)	<p>Consideration of an Appeal of the Heritage Commission's partial denial of a Certificate of Appropriateness to enlarge the existing second floor addition at the front (north) façade and install new windows on the east and the west facades at 1022 E. 15th Street. Zoned Downtown Business/Government /Downtown Heritage Resource District. Applicant: Rick Daniel</p>	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-35 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 3.9± acres of land located on the south side of Hedgcoxe Road, 565± feet east of Custer Road in the City of Plano, Collin County, Texas, from Retail to Planned Development-493-Retail; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Millennium Management Company</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 2013-2014 grant year. The public will be given an opportunity to speak on the report during the public hearing.</p>	
(4)	<p>Consideration of a Resolution to approve the terms and conditions of a Memorandum of Understanding by and between the City of Plano and the ArtCentre of Plano, Inc. (ArtCentre) to memorialize their mutual understanding of the restoration, repurposing, and occupancy of the Saigling House and grounds; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/16/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: The Sons of the American Revolution are presenting the Hero Award to Detective Chris Jones.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		December 16, 2014			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Leslie Hooker x7204					
CAPTION					
Bid No. 2014-390-C for a one (1) year contract with three (3) City optional one (1) year renewals for Engineered Wood Fiber for Various Playgrounds for the Parks and Recreation Department to Child's Play, Inc. in the estimated annual amount of \$78,700 and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2014-15; 2015-16; 2016-17; 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		241,473	508,527	1,425,000	2,175,000
Encumbered/Expended Amount		-241,473	-100,902	0	-342,375
This Item		0	-78,700	-236,100	-314,800
BALANCE		0	328,925	1,188,900	1,517,825
FUND(S): CAPITAL RESERVE FUND					
<p>COMMENTS: Funding is available in the Capital Reserve CIP for this item, which is an annual contract for \$78,700 with three optional renewals. This item, with a potential total amount of \$314,800, will leave a current year balance of \$328,925 available for other projects related to Park structures and equipment in FY 2014-15. Future year expenditures will occur within Council adopted appropriations.</p> <p>Strategic Plan Goal: Procuring quality construction materials for repairs and improvements at Plano playgrounds relates to the City's goal of Great Neighborhoods - 1st Choice to Live.</p>					
SUMMARY OF ITEM					
Staff recommends the bid of Child's Play, Inc. in the estimated annual amount of \$78,700 be accepted as the lowest, responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo					
Bid Recap					



Memorandum

Date: November 19, 2014
To: Leslie Hooker, Buyer
From: Kyle McCutcheon, Park Renovation Project Coordinator
Subject: Award Recommendation (2014-390-C) Engineered Wood Fiber

Recommendation

The Parks and Recreation Department recommends awarding Bid #2014-390-C Annual Supply of Engineered Wood Fiber in the amount of \$78,700.00 to the lowest, responsive and responsible bidder: Child's Play, Inc. This contract is for the purchase and delivery of Engineered Wood Fiber for playgrounds throughout the Park System.

Engineered Wood Fiber provides a play area and fall surface under and around playground structures to help prevent injury from falls off of the equipment. The Engineered Wood fiber also provides an accessible ground surface for disabled persons to access the playground equipment.

If the contract is not awarded, playgrounds throughout the city would no longer be compliant with state and federal standards. The play areas could become inaccessible to disabled people, and the fall surfaces would no longer provide adequate fall attenuation from the playground structures.

CITY OF PLANO
BID NO. 2014-390-C
Engineered Wood Fiber for Various Playgrounds
BID RECAP

Bid opening Date/Time: November 5, 2014 @ 10:00 am

Number of Vendors Notified: 676

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 5

Child's Play, Inc.	\$78,700.00
GWG Wood Group, Inc.	\$80,300.00
Lea Park and Play	\$83,400.00
Recreation Consultants of Texas, L.L.C.	\$86,250.00
The Playwell Group, Inc.	\$107,310.00

Recommended Vendor:

Child's Play, Inc.	\$78,700.00
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Leslie Hooker

November 5, 2014

Leslie Hooker
Buyer I

Date



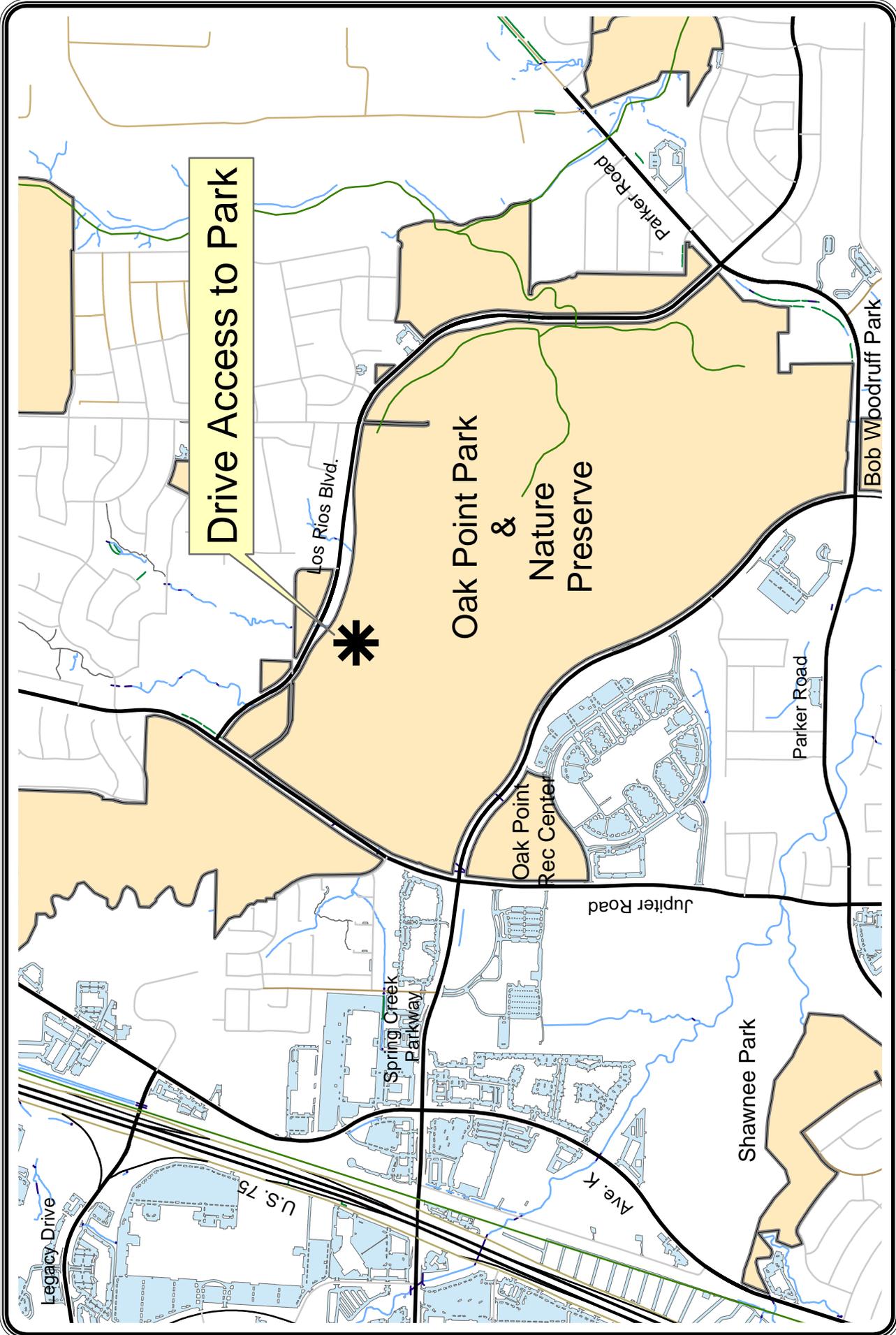
CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/16/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Bid No. 2015-27-B for Oak Point Park Access Drive to Jeske Construction Co. in the amount of \$276,700 and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		1,057,296	3,156,704	0
Encumbered/Expended Amount		-1,057,296	-875,423	0
This Item		0	-276,700	0
BALANCE		0	2,004,581	0
FUND(S): PARK IMPROVEMENT CIP				
<p>COMMENTS: Funding is available in the 2014-15 Park Improvement CIP for the construction of the Oak Point Park Access Drive. This item, in the amount of \$276,700, will leave a current year balance of \$2,004,581 for further development of the Oak Point Park and Nature Preserve.</p> <p>STRATEGIC PLAN GOAL: Constructing a reinforced driveway to connect park users to parking and provide better access to the central park area for emergency responders relates to the City's goals of Great Neighborhoods - 1st Choice to Live and Safe Large City.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the bid of Jeske Construction Co. in the amount of \$276,700 be accepted as the lowest responsible, responsive bid for the Oak Point Park Access Drive project upon timely execution of all necessary documents.</p> <p>The project includes the construction of a reinforced concrete driveway from Los Rios Boulevard to a parking lot for park users. Additional drive access provides greater access to the central park areas in case of fire or EMS service requirements. Work includes 12' double lane concrete driveway, grading and drainage improvements, sod and native grass establishment and driveway lighting for safety.</p> <p>The secondary vendor being recommended is Cole Construction, Inc. in the amount of \$286,800. The bids of Jeske Construction Co. and Cole Construction, Inc. are below the estimate of \$300,000.</p>				
<p>Project Location Map: http://goo.gl/maps/zhDoB</p>				



CITY OF PLANO COUNCIL AGENDA ITEM

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



Drive Access to Park

Los Rios Blvd.

Oak Point Park & Nature Preserve

Oak Point Rec Center

Jupiter Road

Shawnee Park

Parker Road

Bob Woodruff Park



Oak Point Park - Access Drive

CITY OF PLANO

BID NO. 2015-27-B
Oak Point Park Access Drive Project Number 6475
BID RECAP

Bid opening Date/Time: November 18, 2014 @ 2:00 pm

Number of Vendors Notified: 7323

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 8

Jeske Construction Co.	\$276,700.00
Cole Construction, Inc.	\$286,800.00
2L Construction	\$287,500.00
Jim Bowman Construction Co, L.P.	\$344,500.00
Pavecon Public Works	\$376,855.00
RLM EarthCo, Inc.	\$395,614.34
HQS Construction LLC	\$492,214.00
Axis Contracting, Inc.	\$560,350.00

Recommended Vendors:

Jeske Construction Co.	\$276,700.00
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Leslie Hooker

November 18, 2014

Leslie Hooker
Buyer I

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/16/2014		
Department:		Human Resources		
Department Head		Shante' Akafia		
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247				
CAPTION				
Rejection of all proposals for RFP No. 2014-384-C RFP for Stop Loss Insurance for the Human Resources Department.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		0	0	0
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Rejecting submitted bids that are not in the City's best interest relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Rejection of all proposals for RFP No. 2014-384-C RFP for Stop Loss Insurance. A key claims report that was necessary to submit a valid proposal was unintentionally left out of the documents provided to the bidders. As such, the City would propose to re-bid with the relevant claims information in order to have a fair and competitive proposal process.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Proposal Rejection Memo				



Memorandum

To: Diane Palmer-Boeck, Purchasing Manager

From: Andrea Cockrell, Administrative Services Manager

Date: December 2, 2014

Re: Rejection of Bid No. 2014-384-C
Stop Loss Insurance – Health Plan

RFP 2014-384-C

The City of Plano Human Resources department is requesting the City Council's rejection of the bid for RFP 2014-384-C for stop loss insurance coverage. A key claims report that was necessary to bid on the proposal was unintentionally left out of the documents provided to the bidders. As such, the City would propose to re-bid with the relevant claims information in order to have a fair and competitive bid process.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/16/2014		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Dianna Wike x7549				
CAPTION				
To approve the purchase of Microsoft Premier Support Services for Technology Services in the amount of \$78,025 from Microsoft Corporation through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1927)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	3,304,208	0	3,304,208
Encumbered/Expended Amount	0	-1,842,609	0	-1,842,609
This Item	0	-78,025	0	-78,025
BALANCE	0	1,383,574	0	1,383,574
FUND(s): TECHNOLOGY SERVICES FUND				
COMMENTS: Funds are included in the 2014-15 Technology Services Budget for the annual Microsoft maintenance and support agreement. The amount for 2014-15 is \$78,025, with the remaining budget balance to be used for other maintenance agreements.				
STRATEGIC PLAN GOAL: Maintenance agreements and support services relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Technology Services staff recommends approval of the purchase of Microsoft Premier Support services from Microsoft Corporation, utilizing their DIR contract, in the amount of \$78,025. 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 DIR-SDD-1927)				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: November 26, 2014
To: Diane Palmer-Boeck, Purchasing Manager
From: David Stephens, Chief Information Officer
Subject: Purchase of Microsoft Premier Support Services

Technology Services proposes purchasing the Microsoft Premier Support service from Microsoft Corp. through the Department of Information Resources with the State of Texas. The DIR contract number is DIR-SDD-1927.

This support agreement provides the City with critical Microsoft support directly from Microsoft employees, including their development staff. It includes a total of 80 hours of support assistance hours and a total of 131 hours of support for problem resolution support. This support is crucial for our continued support of the network. With this support purchase, we can improve our network and application continuity and have less downtime for outages.

The support is for the period of January 25, 2015 to January 24, 2016 and in the amount of \$78,025.

If this support were not available, Technology Services might not be able to resolve Microsoft related application issues in a timely manner. This could have a negative impact on the operations of numerous City departments.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/16/2014		
Department:		Human Resources		
Department Head		Shante' Akafia		
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247				
CAPTION				
Council approval to extend Contract No. 2008-207-C for Stop Loss Insurance in the total amount of \$309,698 for a period of three (3) months from the expiration date of 12/31/14.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	309,698	0
Encumbered/Expended Amount		0	0	0
This Item		0	-309,698	0
BALANCE		0	0	0
FUND(S): HEALTH CLAIMS FUND				
<p>COMMENTS: This item approves a three month contract to extend the City of Plano's stop loss coverage through March 2015. The anticipated cost of \$309,698 will be funded via the regular employee, retiree and city contributions to the City's Health Claims Fund.</p> <p>STRATEGIC PLAN GOAL: Providing for stop loss coverage against a high level of health claims relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The Human Resources staff recommends a three (3) month extension of the current Stop Loss Insurance Contract No. 2008-207-C with United Healthcare in the total amount of \$309,698, for the period of January 1, 2015 through March 31, 2015 to facilitate the proposal process for a new Stop Loss Insurance contract.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Extension Memo				



Memorandum

To: Diane Palmer-Boeck, Purchasing Manager

From: Andrea Cockrell, Administrative Services Manager

Date: December 2, 2014

Re: Extension to Contract No. 2008-207-C RFP for Stop Loss Insurance with United Healthcare

The City of Plano Human Resources department recommends awarding an extension to contract no. 2008-207-C RFP for Stop Loss Insurance with the incumbent vendor, United Healthcare, in order to facilitate the rebidding process of the current contract which expires December 31, 2014.

The current contract was awarded by City Council on October 27, 2008. This contract extension will be for a period of three (3) months starting on January 1, 2015 and ending on March 31, 2015 for a total amount of \$309,697.50, based upon 2,125 subscribers x \$48.58 per subscriber.

If failed to award, the City will have exposure of catastrophic claims for the timeframe of the first quarter of 2015.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/16/2014		
Department:		Technology Services Radio Shop		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247				
CAPTION				
To approve an expenditure for three (3) outdoor warning sirens for the Technology Services Radio Shop in the amount of \$73,010 from R & D Communications, Inc. dba American Communications and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	80,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-73,010	0
BALANCE		0	6,990	0
FUND(S): TECHNOLOGY SERVICES FUND				
<p>COMMENTS: Funds are included in the 2014-15 Radio Shop Budget for the replacement of (3) three siren speaker stacks for the City of Plano outdoor warning system. The remaining funds will be used for other items related to the replacement project.</p> <p>STRATEGIC PLAN GOAL: The replacement of aging speakers relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p>				
SUMMARY OF ITEM				
Staff recommends the purchase and installation of three (3) outdoor warning sirens for the City of Plano's outdoor warning system from R & D Communications, Inc. dba American Communications, a sole source provider, in the amount of \$73,010 for the Technology Services Radio Shop. (Contract No. 2015-75-X)				
List of Supporting Documents: Recommendation of Award Memo			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: 12/1/14

To: Sharron Mason, Purchasing

From: Ron Goldsmith, Technology Services Radio Shop

Subject: Whelen Outdoor Warning Siren Replacement

Technology Services Radio Shop recommends replacement of three (3) sirens per year until all of the oldest sirens are replaced. The City of Plano's outdoor warning system consists of thirty-seven (37) outdoor warning sirens. The oldest generation of these sirens was purchased in 1997.

Failure to replace the sirens, could result in the inability to alert citizens of an impending emergency.

Replacement of these sirens will not increase the yearly maintenance cost to the City of Plano.

Technology Services Radio Shop recommends the award to R & D Communications, Inc. dba American Communications, a sole source provider, in the amount of \$73,010.

This project is funded from 066.398.8416.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/16/14			
Department:		Public Safety Communications			
Department Head		Susan Carr			
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247					
CAPTION					
To approve an expenditure to upgrade the current Vesta 9-1-1 Geo-Diverse System in the estimated amount of \$1,822,092 from Affiliated Telephone, Inc., to be utilized by the Public Safety Communications Department and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15 thru 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	3,000,000	0	3,000,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-1,822,092	0	-1,822,092
BALANCE		0	1,177,908	0	1,177,908
FUND(S): WIRELINE FEES					
<p>COMMENTS: This item approves price quotes. The estimated amount to be spent in FY 2014-15 is \$1,822,092 which will be paid in two payments. The first payment will be paid upon delivery/receipt to the City of Plano and the final payment will be paid upon final acceptance. Remaining balance will be used for other 911 Wireline Fees purchases.</p> <p>STRATEGIC PLAN GOAL: Providing Public Safety Communications Department with a VESTA 9-1-1 System relates to the City's Goal of a Financially Strong City with Service Excellence and a Safe Large City.</p>					
SUMMARY OF ITEM					
<p>Staff recommends the upgrade to the current Vesta 9-1-1 Geo-Diverse System in the estimated amount of \$1,822,092 from Affiliated Telephone, Inc., a sole source provider, to be utilized by the Public Safety Communications Department. This amount includes all hardware, software, firmware, project management and five years of hardware/software maintenance support. It also includes five years of managed services (24 hour monitoring and disaster recovery). (Internal Contract No. 2015-74-X)</p>					
List of Supporting Documents: Recommendation of Award Memo			Other Departments, Boards, Commissions or Agencies		



Memorandum

Date: December 4, 2014

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: Susan Carr, PSC Director
David Stephens, Chief Information Officer

Subject: Recommendation of Award – Affiliated Telephone, Inc.

The ability for the Public Safety Communications Department (PSC) to offer services depends upon the availability of 911 telephone services. Technology Services (TS) works in close conjunction with PSC to provide these phone services. TS also supports all the phone systems throughout the City.

The current PSC 911 telephone hardware equipment was installed in 2008, and has reached the end of useful life. PSC also desires to upgrade the capabilities of the 911 system. We issued an RFP for a Next Generation 911 system (NG911) in early 2014, but rejected all bids after discrepancies were discovered in the RFP requirements. PSC has determined an interim step of upgrading the current Airbus technology to the next level would be prudent while the industry fully defines what a NG911 system should entail.

Affiliated Telephone, Inc. was chosen as the vendor to support all the Avaya phone systems in the City of Plano facilities and is a trusted partner for TS. Affiliated also supports the Airbus DS Communications (formerly Cassidian Communications), VESTA-Meridian 911 system used by PSC. The Airbus system is critical to PSC to be able to retrieve information about a caller's location so service can be provided.

Airbus worked with Affiliated to provide the City of Plano a proposal to upgrade the current Airbus system to the latest version that Airbus provides and will act as joint partners in this project. PSC is recommending award of the sole source purchase of the VESTA 9-1-1 Geo-Diverse System to Affiliated Telephone, Inc., and TS provided the necessary sole source documentation to support the recommendation in an estimated amount of \$1,822,092. This amount includes all hardware, software, firmware, project management and five years of hardware/software maintenance support of \$416,293. It also includes five years of managed services (24 hour monitoring and disaster recovery) in the amount of \$308,054, for a total of \$724,347.

This purchase is the first (interim) step in the implementation of a Next Generation 9-1-1 system. The Next Generation 9-1-1 system was approved in the FY 12/13 budget process for \$3,000,000. At this time, it is not estimated we will spend the entire balance, but PSC and TS will need to add network components between the primary and alternate sites, which will result in an increase in the monthly recurring trunk costs (to route the calls and provide redundancy).

If this purchase is not approved, the 9-1-1 system will continue to operate on outdated hardware and software and will not be capable of meeting the current standard of care or expectations of our technologically advanced citizens.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/16/2014			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Frank Haller x8308					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Moon Hotel Legacy, Ltd., a Texas limited partnership, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2017-18 through 2027- 28	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	36,090,922	0	36,090,922
Encumbered/Expended Amount		0	-641,250	-17,139,000	-17,780,250
This Item		0	-4,000,000	0	-4,000,000
BALANCE		0	31,449,672	-17,139,000	14,310,672
FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
<p>A request from Moon Hotel Legacy, Ltd. to occupy a full-service business class hotel with conference space, thereby generating additional local hotel/motel occupancy tax and sales tax revenues and increasing ad valorem tax values to the City. Moon Hotel Legacy, Ltd. agrees to occupy at least 270,000 gross square feet of hotel and conference space which shall include at least 300 hotel guest rooms and 26,000 gross square feet of meeting/conference space (net of pre-function space) at the northeast corner of Legacy Drive and Communications Parkway.</p> <p>http://goo.gl/mogqY8</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Moon Hotel Legacy, Ltd., a Texas limited partnership, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between Moon Hotel Legacy, Ltd., a Texas limited partnership, and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 16th day of December, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Moon Hotel Legacy, Ltd., a Texas limited partnership, (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is developing and will thereafter own a full-service business class hotel with conference space on the Real Property (the “Hotel”) and in connection therewith plans to add Seventy Million Dollars (\$70,000,000) of Real Property improvements and Twelve Million Dollars (\$12,000,000) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees that the Hotel will contain at least 270,000 gross square feet of hotel and conference space which shall include at least 300 hotel guest rooms and 26,000 gross square feet of meeting/conference space (net of any pre-function space) for the Term of this Agreement; and

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

WHEREAS, the Council finds that the occupancy of at least 270,000 gross square feet of hotel and conference center space will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I Definitions

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

“Company” shall mean Moon Hotel Legacy, Ltd., a Texas limited partnership.

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

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

“Grant” is defined in Section 4.01.

“Hotel” is defined in the recitals on page one (1).

“Obligations of the Company” shall mean all of the obligations set forth in Article III.

“Real Property” or “Property” shall mean Lot 1, Block C, J.C. Penney Headquarters located at the northeast corner of Legacy and Communications, Plano, Texas, 75024 as more fully described in Exhibit “A” attached hereto.

“Term” is defined in Article II.

Article II Term

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

Article III Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following: On or before December 31, 2017 and throughout the remainder of the Term, occupy, operate and have open to the public the Hotel on the Real

Property that is a minimum of 270,000 gross square feet of building improvements and is operated as a full-service business class hotel with conference space. There shall be a minimum of 300 hotel guest rooms and a minimum of 26,000 gross square feet of meeting/conference space (net of any pre-function space) on the Real Property.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to pay the Company a cash grant (the “Grant”) of up to Four Million Dollars (\$4,000,000) as long as Company meets the obligations set out in Article III above and complies with the certification schedule and requirements set out in 4.02 below.

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

(a) On January 31, 2018, Company shall be eligible for an initial Grant payment of One Million Dollars (\$1,000,000). The payment will not be pro-rated. **In order to receive the Grant payment, Company must file the Initial Certification form attached hereto as Exhibit “B” certifying compliance with the obligations set forth in Article III not later than April 30, 2018. A failure to provide this form on or before April 30, 2018 is an event of default and, if not cured, results in a complete forfeiture of the Grant.**

On January 31, 2019, Company shall be eligible to receive a second grant payment of One Million Dollars (\$1,000,000) upon certifying continued compliance with the obligations set forth in Article III as required in Section 4.02(b). **A failure to provide this form on or before April 30, 2019 is an event of default and, if not cured, results in the City’s right to a full refund, including damages, as set out in 4.03 and an immediate and complete forfeiture of the remaining grant.**

On January 31, 2020, Company shall be eligible to receive a third grant payment of One Million Dollars (\$1,000,000) upon certifying continued compliance with the obligations set forth in Article III as required in Section 4.02(b). **A failure to provide this form on or before April 30, 2020 is an event of default and, if not cured, results in the City’s right to a full refund, including damages, as set out in 4.03 and an immediate and complete forfeiture of the remaining grant.**

On January 31, 2021 Company shall be eligible to receive a fourth grant payment of One Million Dollars (\$1,000,000) upon certifying continued compliance with the obligations set forth in Article III as required in Section 4.02(b). **A failure to provide this form on or before April 30, 2021 is an event of default and, if not cured, results in the City’s right to a full refund, including damages, as set out in 4.03 and an immediate and complete forfeiture of the remaining grant.**

City will make the payment within thirty (30) days of receipt of a certification unless the City reasonably objects to the certification but payment shall not be made earlier than

an eligibility date as stated above. The total amount of all grants paid pursuant to this Agreement shall not exceed Four Million Dollars (\$4,000,000).

(b) Beginning January 31, 2019, Company must submit an annual certification on the form attached hereto as Exhibit "C" not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by April 30 of the year it is due shall be an event of default during the remaining years of the Agreement and, if not cured, results in the City's right to a full refund, including damages, as set out in 4.03.

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

4.03 **Refund/Default.**

(a) If the Company fails to occupy, operate and have the Hotel open as required by Article III during the term of this Agreement and the failure to occupy, operate, and have the Hotel open is not the result of an Event of Force Majeure, the City, at its sole option, may require a full or partial refund of the entire Grant paid by the City to the Company. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest and expenses, including reasonable attorney fees and costs, incurred by City. This obligation shall survive termination of this Agreement.

For the purposes of determining whether the City is entitled to seek a refund under this section, the Company shall certify to the City as set out in Sections 4.02(b) above that they are in compliance with Article III on the form attached as Exhibit "C".

(b) If the Company fails to timely provide any certification as required by Section 4.02(b), the full amount of the entire Grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest and expenses, including attorney fees and costs, incurred by City. This obligation shall survive termination of this Agreement.

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

Article V Termination

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

(a) By expiration of the Term and where no defaults have occurred; or

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

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

Article VI Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of: (a) Five (5) years from the end of the Agreement period; or (b) the period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after

the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII Assignment

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

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

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

Article VIII Miscellaneous

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

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

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

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

If intended for the City:
City of Plano, Texas
Attention: Mr. Bruce D. Glasscock
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

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

If intended for the Company:
Moon Hotel Legacy, Ltd.
Attention: Mr. Daniel Moon
Vice President
2605 Lyndon B. Johnson Freeway, Suite A
Dallas, TX 75234

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

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

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

8.08 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the

intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

ATTEST:

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

Lisa C. Henderson, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

MOON HOTEL LEGACY, LTD., a Texas
limited partnership

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, City of Plano, Collin County, Texas and being part of Lot 1, Block C, J.C. Penney Headquarters, an addition to the City of Plano, Texas according to the plat recorded in Cabinet G, Page 783, Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at the southernmost end of a right-of-way corner clip at the intersection of the north right-of-way line of Legacy Drive (a variable width right-of-way) and the east right-of-way line of Communications Parkway (a variable width right-of-way);

THENCE with said right-of-way corner clip, North 44°28'47" West, a distance of 10.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northernmost end of said right-of-way corner clip;

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

North 0°38'34" West, a distance of 221.00 feet to a 1" iron rod found at the beginning of a non-tangent curve to the right having a central angle of 6°59'57", a radius of 1365.40 feet, a chord bearing and distance of North 8°30'52" East, 166.69 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 166.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing said east right-of-way line, the following courses and distances to wit:

South 78°23'17" East, a distance of 20.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 11°36'43", a radius of 262.00 feet, a chord bearing and distance of South 84°11'38" East, 53.01 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 53.10 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 90°00'00" East, a distance of 276.72 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 0°38'34" East, a distance of 147.11 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°21'26" East, a distance of 102.06 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 18°33'59", a radius of 630.00 feet, a chord bearing and distance of South 9°16'59" West, 203.25 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 204.15 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 0°00'00" West, a distance of 38.75 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in said north right-of-way line;

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

South 89°21'26" West, a distance of 144.83 feet to a 1" iron rod found for corner;
North 86°45'13" West, a distance of 97.72 feet to a 1" iron rod found for corner;
South 89°21'26" West, a distance of 192.93 feet to the POINT OF BEGINNING and containing 3.698 acres or 161,104 square feet of land.

Bearing system of this survey is based on a line oriented between City of Plano monuments 201 and 301 found in the field, whose positions are published on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (NSRS2007). The horizontal coordinates of this survey are local surface coordinates derived from Plano Monument 201.

EXHIBIT "B"

INITIAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that Moon Hotel Legacy, Ltd. has completed construction and opened to the public at least 270,000 gross square feet of hotel and meeting/conference space which includes at least 300 hotel guest rooms and 26,000 gross square feet of meeting/conference space (net of any pre-function space) on the Real Property by December 31, 2017 and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement.

_____ b. I hereby certify that Moon Hotel Legacy, Ltd. has failed to complete construction and open to the public at least 270,000 gross square feet of hotel and meeting/conference space including at least 300 hotel guest rooms and 26,000 gross square feet of meeting/conference space (net of any pre-function space) on the Real Property by December 31, 2017 and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement.

ATTEST:

MOON HOTEL LEGACY, LTD.,
a Texas limited partnership

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
[NOTE: MUST BE CFO OR CEO]

Date

This Certification is due by April 30, 2018.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "C"

ANNUAL CERTIFICATE OF COMPLIANCE

Select any of the applicable options below before signing and returning the certification:

_____ a. I hereby certify that Moon Hotel Legacy, Ltd. has continued to have open to the public at least 270,000 gross square feet of hotel and meeting/conference space which includes at least 300 hotel guest rooms and 26,000 gross square feet of meeting/conference space (net of any pre-function space) on the Real Property since December 31, 2017.

_____ b. I hereby certify that Moon Hotel Legacy, Ltd. has not continued to have open to the public at least 270,000 gross square feet of hotel and meeting/conference space which includes at least 300 hotel guest rooms and 26,000 gross square feet of meeting/conference space (net of any pre-function space) on the Real Property since December 31, 2017.

_____ c. I hereby certify that Moon Hotel Legacy, Ltd. is entitled to receive an additional grant payment in accordance with Section 4.02 (b)-(d) of that Agreement for the year 20__.

_____ d. I hereby certify that Moon Hotel Legacy, Ltd. is not entitled to receive payment in accordance with Section 4.02 (b)-(d) of that Agreement at this time.

ATTEST:

MOON HOTEL LEGACY, LTD.,
a Texas limited partnership

Name: _____
Title: _____

By: _____
Name: _____
[NOTE: MUST BE CFO OR CEO]

Date

NOTE:

This form is due by April 30 of each year beginning on April 30, 2019, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/16/2014			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Frank Haller x8308					
CAPTION					
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Hotel Occupancy Tax Grant Agreement by and between Moon Hotel Legacy, Ltd., a Texas limited partnership, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2018-19 through 2027- 28	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	1,500,000	1,500,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-1,500,000	-1,500,000
BALANCE		0	0	0	0
FUND(S): CONVENTION & TOURISM FUND					
<p>COMMENTS: Approval of this item will result in the City of Plano providing the Hotel Owner an annual grant payment in the amount of \$150,000 beginning January 1, 2018 for a total of 10 years. The amount to be paid out over the 10-year period is not to exceed \$1,500,000 and will be paid from Hotel/Motel Tax revenues.</p> <p>Strategic Plan Goal: Providing annual grant payments for hotel marketing and transportation costs relate to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.</p>					
SUMMARY OF ITEM					
<p>This Resolution approves and authorizes the City of Plano to enter into a Hotel Occupancy Tax Agreement via an Occupancy Tax Grant between Moon Hotel Legacy, Ltd. and the City of Plano. An annual grant in the amount of \$150,000 beginning January 1, 2018 will be paid for 10 years and not to exceed \$1,500,000. Funds will come from the Hotel/Motel Tax revenues. The owner agrees to occupy at least 270,000 gross square feet of hotel and conference space which shall include at least 300 hotel guest rooms and 26,000 gross square feet of meeting/conference space (net of pre-function) at the northeast corner of Legacy Drive and Communications Parkway. Additionally, the owner shall offer marketing services and/or guest transportation for the hotel, including promoting travel to Plano and assisting the City in promotional activities and endeavors. http://goo.gl/mogqY8</p>					



CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Resolution Hotel Occupancy Tax Grant Agreement	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Hotel Occupancy Tax Grant Agreement by and between Moon Hotel Legacy, Ltd., a Texas limited partnership, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Hotel Occupancy Tax Grant Agreement by and between Moon Hotel Legacy, Ltd., a Texas limited partnership, and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 16th day of December, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**HOTEL OCCUPANCY TAX
GRANT AGREEMENT
FOR HOTEL MARKETING AND TRANSPORTATION COSTS
PURSUANT TO TEXAS TAX CODE CHAPTER 351**

This Hotel Occupancy Tax Grant Agreement for Hotel Marketing and Transportation Costs pursuant to Texas Local Government Code Section 380.001 and Texas Tax Code Chapter 351 (the "Agreement") is entered into this ___ day of _____, 20___, by and between Moon Hotel Legacy, Ltd., a Texas limited partnership, duly acting by and through its authorized representative, hereinafter referred to as "Hotel Owner", and the City of Plano, Texas, a home-rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as "City".

RECITALS

WHEREAS, the Hotel Owner is developing a full-service business class hotel with conference space located at Lot 1, Block C, J.C. Penney Headquarters located at the northeast corner of Legacy and Communications, Plano, Texas, 75024 as more fully described in Exhibit "A" attached hereto (the "Hotel Site"); and

WHEREAS, City currently levies a local hotel occupancy tax pursuant to Chapter 351, Texas Tax Code (the "Hotel Occupancy Tax" or "HOT"); and

WHEREAS, the Hotel Owner shall develop and occupy at least 270,000 gross square feet of hotel and meeting/conference space at the Hotel Site which shall include at least 300 guest rooms and 26,000 square feet of meeting/conference space (net of any pre-function space), including various related meeting rooms, recreational facilities, and other ancillary facilities (collectively, the "Hotel"), which Hotel will, when operating, be subject to the Hotel Occupancy Tax; and

WHEREAS, the Hotel Owner shall offer marketing services and/or guest transportation for the Hotel in the City of Plano, Texas ("Plano"), and the surrounding area (collectively, the "Plano Area"), including promoting travel to Plano by residents outside of Plano for leisure, business, conventions and similar events. In addition to assisting the City in such promotional endeavors, the Hotel Owner shall also provide promotional activities for the Hotel. The Hotel Owner may also transport guests of the Hotel in and around the Plano Area; and

WHEREAS, the Hotel Owner's activities are compatible with the interests of the City, and the City desires to provide an incentive for such promotional and transportation activities; 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 is authorized to use Hotel Occupancy Tax funds for advertising to promote tourism and the convention and hotel industry pursuant to Section 351.101(a)(3) of the Texas Tax Code and for transportation of hotel tourists pursuant to Section 351.110 of the Texas Tax Code; and

WHEREAS, the City Council of Plano finds that it is in best interest of the City to grant Hotel Occupancy Tax funds to the Hotel Owner as an economic development incentive to use for promotional and transportation activities as set out herein.

NOW, THEREFORE, in consideration of the premises noted herein, and for good and valuable consideration provided, the sufficiency of which all Parties hereby acknowledge, the City and the Hotel Owner do hereby agree as follows:

AGREEMENT

ARTICLE I TERM

Term. The term of this Agreement shall commence on the last date on which all of the parties hereto have executed this Agreement (“Effective Date”) and shall continue until December 31, 2027, unless sooner terminated herein (the “Term”).

ARTICLE II GRANT

2.01 **Grant.** The City agrees to provide the Hotel Owner an annual grant of One Hundred and Fifty Thousand Dollars (\$150,000) to be paid from Hotel Occupancy Tax revenue in the City’s Convention and Tourism fund (the “HOT Grant Funds”) beginning on January 1, 2018 and payable on January 1 of each year thereafter during the Term subject to the Hotel Owner complying with the obligations set out in Article III below and filing of the annual certification as set out in Section 2.03 below. The grant amount paid by the City to the Hotel Owner shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000) total during the Term. A grant year shall be from January 1 until December 31 of each year beginning on January 1, 2018 and for each year thereafter that this Agreement is in effect (the “Grant Year”).

2.02 **Separate Account.** All HOT Grant Funds provided to the Hotel Owner by the City pursuant to this Agreement shall be maintained by the Hotel Owner in a separate bank account and shall be used solely for purposes of this Agreement. HOT Grant Funds shall not be commingled with any other funds by the Hotel Owner.

2.03 **Annual Certification.** Beginning December 1, 2018, the Hotel Owner must submit an annual certification on the form attached hereto as Exhibit “B” and must submit the form not later than December 1 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III below.

A FAILURE TO FILE THE ANNUAL CERTIFICATION BY THE DECEMBER 1 DEADLINE SHALL BE AN EVENT OF DEFAULT AND, IF NOT CURED AS SET FORTH IN SECTION 7.01(b) BELOW, SHALL RESULT IN THE HOTEL OWNER'S FORFEITURE OF ANY UNPAID HOT GRANT FUNDS AND INVOKE THE CITY'S RIGHT TO SEEK A FULL REFUND OF PAID HOT GRANT FUNDS, INCLUDING DAMAGES, AS SET OUT IN SECTION 6.01 BELOW.

ARTICLE III OBLIGATIONS OF HOTEL OWNER

In consideration for the City's payment of HOT Grant Funds as set forth in Section 2.01 above, the Hotel Owner agrees to perform the following:

(a) **Occupancy and Operation.** On or before December 31, 2017 and throughout the remainder of the Term, occupy, operate and be open to the public a hotel with meeting/conference space that is a facility that is a minimum of 270,000 gross square feet of building improvements and is operated as a full-service business class hotel. The Hotel shall have a minimum of 300 guest rooms and a minimum of 26,000 gross square feet of meeting/conference space (net of any pre-function space) on the Hotel Site.

(b) **Use of Funds.** The Hotel Owner's use of the HOT Grant Funds shall be limited to the following:

1. Expenditure of the HOT Grant Funds shall be in conformance with (i) Section 351.101(a)(3) of the Texas Tax Code and as further amended by the legislature during the term of this Agreement, including advertising, solicitation, and marketing programs to promote tourism and the convention and hotel industry to attract tourists and convention delegates or registrants to Plano and/or the Hotel; and/or (ii) Section 351.110 of the Texas Tax Code and as further amended by the legislature during the term of this Agreement, for a transportation system to transport tourists from hotels in the Plano Area to the commercial center in Plano, a convention center in Plano; other hotels in or near the Plano Area; and tourist attractions in or near the Plano Area; and

2. Expenditure of the HOT Grant Funds shall be in conformance with the Annual Budget submitted by the Hotel Owner to the City pursuant to Article IV herein.

(c) **Hotel Tax Payment.**

1. The Hotel Owner must generate and remit at least Seventy Five Thousand Dollars (\$75,000) annually to the City for the City portion of the HOT payment in its first full year of operation of the Hotel and annually thereafter. **FAILURE BY HOTEL OWNER TO REMIT THE MINIMUM HOT PAYMENT TO THE CITY REQUIRED BY THIS ARTICLE III (c)(1) SHALL BE AN EVENT OF DEFAULT AND, IF NOT CURED AS SET FORTH IN SECTION 7.01(b)**

BELOW, SHALL RESULT IN THE HOTEL OWNER'S FORFEITURE OF ANY UNPAID HOT GRANT FUNDS AND INVOKE THE CITY'S RIGHT TO SEEK A FULL REFUND OF PAID GRANT FUNDS, INCLUDING DAMAGES, AS SET OUT IN 6.01 BELOW.

2. The Hotel Owner shall timely remit all money owed to the City pursuant to the Hotel Owner's responsibility to collect and make HOT payments as required by Section 20-74 of the City of Plano Code of Ordinances and as further amended by the City during the Term. The Hotel Owner shall not become delinquent in its HOT payments to the City. **FAILURE BY HOTEL OWNER TO TIMELY MAKE HOT PAYMENTS TO THE CITY AS REQUIRED BY THIS ARTICLE III (c)(2) SHALL BE AN EVENT OF DEFAULT AND, IF NOT CURED AS SET FORTH IN SECTION 7.01(b) BELOW, SHALL RESULT IN THE HOTEL OWNER'S FORFEITURE OF ANY UNPAID HOT GRANT FUNDS AND INVOKE THE CITY'S RIGHT TO SEEK A FULL REFUND OF PAID GRANT FUNDS, INCLUDING DAMAGES, AS SET OUT IN 6.01 BELOW.**

ARTICLE IV ANNUAL PLAN AND BUDGET

4.01 **Preparation of Proposed Annual Plan and Budget.** On an annual basis, the Hotel Owner shall prepare and submit to the City a proposed Annual Plan and Budget itemizing the use of HOT Grant Funds for the forthcoming Grant Year prior to HOT Grant Funds being distributed. The proposed Annual Plan and Budget shall be submitted to the City no later than December 1 immediately prior to commencement of each Grant Year beginning on or before December 1, 2017 and on December 1 of each year thereafter during the Term. The proposed Annual Plan and Budget shall include, at a minimum, a line item budget detailing the use of the HOT Grant Funds for the upcoming Grant Year, the amount of expenditure for each item and a description of the item indicating how it complies with the requirements in Section 351.101(a)(3) and Section 351.110 of the Texas Tax Code and as further amended by the legislature during the term of this Agreement. **FAILURE TO SUBMIT THE PROPOSED ANNUAL PLAN AND BUDGET BY THE DECEMBER 1 DEADLINE SHALL BE AN EVENT OF DEFAULT AND, IF NOT CURED AS SET FORTH IN SECTION 7.01(b) BELOW, SHALL RESULT IN THE HOTEL OWNER'S FORFEITURE OF ANY UNPAID HOT GRANT FUNDS AND INVOKE THE CITY'S RIGHT TO SEEK A FULL REFUND OF PAID GRANT FUNDS, INCLUDING DAMAGES, AS SET OUT IN 6.01 BELOW.**

4.02 **Approval of Annual Plan and Budget.** The City Manager or his designee shall approve or disapprove the Annual Plan and Budget submitted by the Hotel Owner prior to disbursement of HOT Grant Funds for the upcoming Grant Year. The City shall have the right to request modifications to the Annual Plan and Budget. The City's approval shall not be unreasonably withheld or delayed.

4.03 **Alternatives.** The Hotel Owner may request that the City approve one or more alternative programs in the overall Annual Plan and Budget for a particular Grant Year, so long as all applicable alternatives are in conformance with the authorized uses pursuant to Section 351.101(a)(3) and Section 351.110 of the Texas Tax Code and as further amended by the legislature during the term of this Agreement.

4.04 **Effect of Approval.** Approval by the City of the Annual Plan and Budget does not alleviate the Hotel Owner's responsibility to spend the HOT Grant Funds within the limitations of Section 351.101(a)(3) and Section 351.110 of the Texas Tax Code and as further amended by the legislature during the term of this Agreement. The Hotel Owner acknowledges that, pursuant to the terms of this Agreement and Section 351.101(a)(3) and Section 351.110 of the Texas Tax Code and as further amended by the legislature during the term of this Agreement, the Hotel Owner has a fiduciary duty to the City with respect to its handling and use of the HOT Grant Funds provided to the Hotel Owner under this Agreement.

4.05 **Permitted Limited Reallocations.** The City recognizes that the tourism and hotel industry is a dynamic one, and that prudence dictates that the Hotel Owner retain the ability to make certain minimal adjustments from time to time within the confines of the Annual Plan and Budget. Accordingly, the City agrees that the Hotel Owner may, in its professional judgment and mindful of its fiduciary responsibility to the City: (i) reduce expenditures below the level approved in the Annual Plan and Budget for all or any particular categories as the Hotel Owner deems appropriate subject to 4.07 below, (ii) reallocate up to ten (10%) of the amount in any category in the Annual Plan and Budget to another category, so as to allow a reasonable shift in emphasis as the Year develops, and (iii) allocate any amount included in an "alternative" category in the Annual Plan and Budget to any other approved category. However, the Hotel Owner acknowledges and agrees that no HOT Grant Funds may be allocated or used for any activity or program that was not approved by the City for the Annual Plan and Budget for the Grant Year. The Hotel Owner shall notify the City in writing of any changes made to the Annual Plan and Budget pursuant to this Section 4.05 within thirty (30) days of making a change.

4.06 **Annual Plan and Budget Amendments.** Should the provisions of Section 4.05 above be determined by the Hotel Owner to provide insufficient flexibility to address applicable facts and circumstances as they develop during a Grant Year, the Hotel Owner may, at any time, propose and request the City's written approval of an amendment to the approved Annual Plan and Budget for the Grant Year in question. No such amendment shall be effective until approved in writing by the City Manager, which approval by the City Manager shall not be unreasonably withheld.

4.07 **Unexpended and Unencumbered Funds.** Unexpended and unencumbered HOT Grant Funds that remain with the Hotel Owner after December 31 of each Grant Year will revert to the City and the Hotel Owner must return said HOT Grant Funds to the City on or before January 31 of the immediately following year. Encumbered HOT Grant Funds are those funds which the Hotel Owner has received and

obligated for payment by written agreement or contract to expend on approved projects listed in the Annual Plan and Budget. Requests to encumber HOT Grant Funds for projects, as approved in the Annual Plan and Budget completed after December 31 of a Grant Year, shall be submitted to the City for review and approval by December 1 of that same Grant Year. If approved by the City, the encumbered HOT Grant Fund expenditure for specific projects must be completed by December 31 of the year of the request and authorization for encumbrance. An additional annual compliance certification, in accordance with the form set forth in Section 2.03 herein, must be submitted to the City no later than April 30 in the year immediately following the year of the authorized encumbrance. HOT Grant Funds may only be encumbered for projects that have commenced prior to December 1 of the Grant Year for which the HOT Grant Funds were issued.

ARTICLE V LIABILITY AND FIDELITY BOND

5.01 **Immunity.** The Hotel Owner agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas or any other applicable law.

5.02 **INDEMNIFICATION.** **THE HOTEL OWNER AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, THE HOTEL OWNER'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE HOTEL OWNER'S MISUSE OF HOT GRANT FUNDS AND/OR THE MISMANAGEMENT OF SUCH HOT GRANT FUNDS, AS PER THIS AGREEMENT.**

5.03 **Fidelity Bond.** Throughout the term of this Agreement, the Hotel Owner shall maintain a fidelity bond in customary commercial form in an amount at least equal to the annual amount of HOT Grant Funds, covering any employees, agents, or officers of the Hotel Owner having access to the HOT Grant Funds or the separate account in which HOT Grant Funds are deposited. The Hotel Owner shall annually on or before December 1, with submission of the Annual Plan and Budget as required by Article IV of this Agreement, and at any time upon the City's request, provide evidence to the City that such fidelity bond is in effect.

ARTICLE VI
REFUND/DEFAULT

6.01 **Refund/Default.**

(a) If the Hotel Owner fails to comply with any of the provisions of this Agreement at any time during the term of this Agreement and the failure to comply is not the result of an Event of Force Majeure, and the default is not cured pursuant to Section 7.01 (b) below, the City, at its sole option, may require a full or partial refund of the entire amount of HOT Grant Funds paid by the City to the Hotel Owner. The City may use any efforts to collect such sums owed and the Hotel Owner agrees to pay any and all interest and expenses, including reasonable attorney fees and costs, incurred by the City. This obligation shall survive termination of this Agreement.

For the purposes of determining whether the City is entitled to seek a refund under this section, the Hotel Owner shall certify to the City as set out in Section 2.03 and, if necessary, Section 4.07 above that they are in compliance with Article III on the form attached as Exhibit "B". The term "Event of Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the operation of the Hotel as set out in Article III (a) above. The term shall not include a downturn in the economy.

(b) If the Hotel Owner fails to timely provide any certification as required by Section 2.03 or 4.07 and such failure is not cured as provided in Section 7.01(b) below, the full amount of HOT Grant Funds paid by the City to Hotel Owner shall be refunded by the Hotel Owner to the City. The City may use any efforts to collect such sums owed and the Hotel Owner agrees to pay any and all expenses, including reasonable attorney fees and costs, incurred by the City. This obligation shall survive termination of this Agreement.

(c) At any time during the term of this Agreement, if the Hotel Owner 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 the full amount of HOT Grant Funds paid by the City to the Hotel Owner 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 HOT Grant Funds and interest shall be due not later than one hundred twenty (120) days after the date the City notifies the Hotel Owner of the reimbursement requirement.

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 for any default that is not cured.

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 RETENTION AND ACCESSIBILITY OF RECORDS

8.01 The Hotel Owner shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. The Hotel Owner shall retain such records, and any supporting documentation for the greater of: (1) Five years from the end of the Term; or (2) the period required by other applicable laws and regulations.

8.02 The Hotel Owner gives the 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 HOT Grant Funds Account belonging to or in use by the Hotel Owner pertaining to the deposit, use, and expenditure of HOT Grant Funds (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to the Hotel Owner's books and records will be limited to information needed to verify that the Hotel Owner is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by the City. The Hotel Owner shall not be required to disclose to the City any information that by law the Hotel Owner is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require the Hotel Owner to obtain an independent firm to verify the

information. This certified statement by an independent firm shall be provided at the sole cost of the Hotel Owner. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Article VII above, or any portion thereof, for reason of default. All Records shall be retained by the Hotel Owner for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. The Hotel Owner agrees to maintain the Records in an accessible location.

ARTICLE IX ASSIGNMENT

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Hotel Owner 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 Hotel Owner as long as the Hotel Owner gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Hotel Owner must obtain the 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.

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. The 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 X MISCELLANEOUS

10.01 **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.

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

10.03 **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.

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

If intended for the City:
City of Plano, Texas
Attention: Mr. Bruce D. Glasscock
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

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

If intended for the Hotel Owner:
Moon Hotel Legacy, Ltd.
Attention: Mr. Daniel Moon
Vice President
2605 Lyndon B. Johnson Freeway, Suite A
Dallas, TX 75234

10.05 **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.

10.06 **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.

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

10.08 **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.

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

10.10 **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.

10.11 **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:

MOON HOTEL LEGACY, LTD., a Texas
limited partnership

Name: _____
Title: _____

By: _____
Name _____
Title: _____
Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, City of Plano, Collin County, Texas and being part of Lot 1, Block C, J.C. Penney Headquarters, an addition to the City of Plano, Texas according to the plat recorded in Cabinet G, Page 783, Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at the southernmost end of a right-of-way corner clip at the intersection of the north right-of-way line of Legacy Drive (a variable width right-of-way) and the east right-of-way line of Communications Parkway (a variable width right-of-way);

THENCE with said right-of-way corner clip, North 44°28'47" West, a distance of 10.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northernmost end of said right-of-way corner clip;

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

North 0°38'34" West, a distance of 221.00 feet to a 1" iron rod found at the beginning of a non-tangent curve to the right having a central angle of 6°59'57", a radius of 1365.40 feet, a chord bearing and distance of North 8°30'52" East, 166.69 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 166.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing said east right-of-way line, the following courses and distances to wit:

South 78°23'17" East, a distance of 20.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 11°36'43", a radius of 262.00 feet, a chord bearing and distance of South 84°11'38" East, 53.01 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 53.10 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 90°00'00" East, a distance of 276.72 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 0°38'34" East, a distance of 147.11 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°21'26" East, a distance of 102.06 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 18°33'59", a radius of 630.00 feet, a chord bearing and distance of South 9°16'59" West, 203.25 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 204.15 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 0°00'00" West, a distance of 38.75 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in said north right-of-way line;

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

South 89°21'26" West, a distance of 144.83 feet to a 1" iron rod found for corner;
North 86°45'13" West, a distance of 97.72 feet to a 1" iron rod found for corner;
South 89°21'26" West, a distance of 192.93 feet to the POINT OF BEGINNING and containing 3.698 acres or 161,104 square feet of land.

Bearing system of this survey is based on a line oriented between City of Plano monuments 201 and 301 found in the field, whose positions are published on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (NSRS2007). The horizontal coordinates of this survey are local surface coordinates derived from Plano Monument 201.

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that Moon Hotel Legacy, Ltd., a Texas limited partnership, is in compliance with each applicable term as set forth in the Agreement including all the terms of Article III of the Agreement. The amount of Hotel Occupancy Tax paid by Moon Hotel Legacy, Ltd. to the City for the previous year was _____. Attached is a fidelity bond for Moon Hotel Legacy, Ltd. in the amount of One Hundred and Fifty Thousand Dollars (\$150,000) and an Annual Plan and Budget for the upcoming Grant Year as required by Section 5.03 and Section 4.01 of the Agreement. I further certify that Moon Hotel Legacy, Ltd. is entitled to receive a grant payment in accordance with the terms and conditions set out in Article II for the upcoming Grant Year.

_____ b. I hereby certify that Moon Hotel Legacy, Ltd., a Texas limited partnership, is not in compliance with each applicable term as set forth in the Agreement including all the terms of Article III of the Agreement. The amount of Hotel Occupancy Tax paid by Moon Hotel Legacy, Ltd. to the City for the previous year was _____. I further certify that Moon Hotel Legacy, Ltd. is not entitled to receive a grant payment in accordance with the terms and conditions set out in Article II for the upcoming Grant Year.

ATTEST:

Moon Hotel Legacy, Ltd., a
Texas limited partnership

Name: _____
Title: _____

By: _____
Name: _____
Title _____
[MUST BE CFO OR CEO]

NOTE:

This form is due by December 1 of each year beginning on December 1, 2018 and as long as this Agreement is in effect. Please note that an Annual Plan and Budget and Fidelity Bond are due on December 1, 2017 but a compliance statement is not due at that time.

This Certificate of Compliance should be mailed to:

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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/16/14		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Toshia Kimball -x- 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, reviewing and approving the City's official Public Funds Investment Policy; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): NA				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Approving the City's Public Funds Investment Policy relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Annual approval of Public Funds Investment Policy in accordance with Section 5, Chapter 2256 of the Texas Government Code.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo				
Resolution				
Public Funds Investment Policy				



Memorandum

Date: DECEMBER 4, 2014
To: CITY COUNCIL OF THE CITY OF PLANO, TEXAS
From: MYRA CONKLIN, TREASURER
Subject: INVESTMENT POLICY

The Public Funds Investment Act (PFIA) of the State of Texas requires the City Council of municipalities to review and adopt a written investment policy on an annual basis. The City Council last approved the written investment policy of the City of Plano on November 25, 2013. The Treasury Department proposes the following changes to the written investment policy to more closely reflect the PFIA.

1. Page 2-3, "Ethics and Conflict of Interest". The wording was changed to reflect the wording of the PFIA exactly.
2. "Compliance Audit" (which used to be on page 3) was added "Internal Controls" on page 12.
3. Page 3, "Authorized Securities Dealers". The wording was changed to reflect the wording of the PFIA exactly.
4. Pages 4-7, "Authorized Investments". The wording was changed to reflect the wording of the PFIA exactly.
5. Page 7, "Unauthorized Investments". The word "alternatives" was deleted.
6. Page 8, "Competitive Selection of Investment Instruments". The wording was changed to be more understandable.
7. Page 9, "Delivery vs. Payment, Safekeeping and Custody". A Delivery vs. Payment section was added and wording was changed to reflect the wording of the PFIA exactly.
8. Page 10-11, "Quarterly Reporting". The wording was changed to reflect the wording of the PFIA exactly.
9. Page 11, "Investment Rating". The wording was changed to reflect the wording of the PFIA exactly.
10. Page 12, "Quality and Capability of Investment Management". The wording was added as required by the PFIA.
11. Page 12, "Training". The wording was changed to reflect the wording of the PFIA exactly.

Thank you for your consideration.

CC: BRUCE GLASSCOCK, CITY MANAGER
JIM PARRISH, DEPUTY CITY MANAGER
DENISE TACKE, FINANCE DIRECTOR

A Resolution of the City Council of the City of Plano, Texas, reviewing and approving the City's official Public Funds Investment Policy; and providing an effective date.

WHEREAS, Section 2256.005(e) of the Texas Government Code requires the governing body of an investing entity to adopt a written investment policy regarding the investment of its funds and funds under its control and to review said written investment policy on an annual basis; and

WHEREAS, on November 25, 2013, by Resolution No. 2013-11-14(R), the City Council approved and adopted a written Investment Policy for the City of Plano regarding investment of public funds; and

WHEREAS, staff recommends certain amendments to the Public Funds Investment Policy to accurately reflect the standards provided in the Public Funds Investment Act; and

WHEREAS, the City Council has been presented a revised Public Funds Investment Policy which contains investment strategies, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the City Council has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein and finds that it is consistent with prudent fiscal policy.

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

Section I. The City Council of the City of Plano, Texas has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein.

Section II. The Public Funds Investment Policy as contained in Exhibit "A" attached hereto shall be the official policy of the City of Plano regarding investment of public funds.

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

DULY PASSED AND APPROVED this the 16th day of December, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

City of Plano Investment Policy

The City of Plano (the “City”) is required under the Public Funds Investment Act (the “PFIA”) Chapter 2256, Texas Government Code, to adopt a written investment policy. The City is required to comply with the Investment Policy as approved by the City Council.

Statement of Intent

It is the Policy of the City to invest funds in a manner, which will insure maximum security and provide for the daily cash flow demands of the City, and conform to all State and local statutes governing the investment of public funds.

Scope

This Investment Policy applies to all financial assets of the City, except certain trust and pension funds contractually invested by outside managers, e.g. Retirement/Pension, and Employee Deferred Compensation.

All funds are accounted for in the City's Comprehensive Annual Financial Report.

Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The Investment Officers, acting in accordance with written procedures and the Investment Policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported immediately upon knowledge of the deviation and appropriate action is taken to control adverse developments.

Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Objectives

The primary objectives of the City's investment activities shall be as follows:

1. Safety of principal is the foremost objective of the City's investment program. Investment transactions of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that actual losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that can be reasonably anticipated.
3. The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

Delegation Of Authority

City employees authorized to engage in investment transactions and authorized as Investment Officers are the City Manager, the Director of Finance, the Treasurer and the Treasury Analyst. Management responsibility for the investment program is delegated from the City Manager to the Director of Finance who shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Investment procedures should include reference to the following: safekeeping agreements, repurchase agreements, wire transfer agreements, collateral agreements, depository service contracts and agreements, broker/dealer selection criteria, and security bidding and purchase processes. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for routine authorization of investments and the Controller shall be responsible for proper accounting of investments in order to maintain appropriate internal controls. The Director of Finance shall establish a system of controls to regulate the activities of subordinates.

Ethics And Conflict Of Interest

1. Any Investment Officer of the City who has a personal business relationship, as described in Texas Government Code § 2256.005(i), with any qualified representative offering to engage in an investment transaction with the City, shall file a statement disclosing that personal business interest with the Texas Ethics Commission and City Council.

2. Any investment officer of the City who is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to engage in an investment transaction with the City shall file a statement disclosing that relationship with the Texas Ethics Commission and City Council.

Depository Selection

A qualified depository shall be selected through the City's professional services contract process in compliance with state bidding requirements, and shall include a formal Competitive Sealed Bid. The centralization of depository services is designed to maximize investment capabilities while minimizing service costs as well as staff time spent on activities such as reconciliation.

The selection of a depository shall be based on the financial institution offering the most favorable terms and conditions at the best value, while adhering to the guidelines and provisions within the request for proposal. In selecting a depository, the City shall give consideration to the financial institution's credit characteristics, financial history, service capabilities, and costs for required services.

The City's depository contract shall be in compliance with State law. Specialized services may be contracted for by the City with another financial institution or company if the depository cannot provide such service or charges more for the same service with little or no appreciable benefit.

Authorized Securities Dealers

The Investment Committee will review and adopt annually a list of qualified securities dealers authorized to engage in investment transactions with the City. The City will provide any person offering to engage in an investment transaction with the City, including investment pools, with a copy of the City's Investment Policy.

A qualified representative of the business organization offering to engage in an investment transaction must execute a written statement acknowledging that the business organization has:

1. received and reviewed the City's Policy, and
2. implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by this Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

All approved broker/dealer firms must submit a completed City Broker/Dealer Questionnaire, a written acknowledgment per above guidelines, an executed master repurchase agreement, if applicable, and a copy of current audited financial statements.

Investment Advisers

Investment Advisers shall adhere to the spirit, philosophy and specific term of the Investment Policy and shall invest within the same objectives. The Investment Officer shall establish criteria to evaluate Investment Advisers, including:

1. Adherence to the City's policies and strategies;
2. Investment strategy recommendations within accepted risk constraints;
3. Responsiveness to the City's request for services and information;
4. Understanding of the inherent fiduciary responsibility of investing public funds; and
5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors must be registered under the Investment Advisers Act of 1940 or with the State Securities Board. A contract with an Investment Adviser may not be for a term longer than two years and any contract, renewal or extension must be approved by the City Council.

Authorized Investments

The City is authorized to invest in the following types of securities, as specified in the PFIA Eligible investments include the following:

1. Obligations of, or guaranteed by governmental entities including:
 - a) Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
 - b) Direct obligations of the State of Texas or its agencies and instrumentalities;
 - c) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
 - d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent;
2. Certificates of deposit, issued by a depository institution that has its main office or a branch office in this state:
 - a) And such certificates of deposits are:
 - 1) Guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or the National Credit Union Share Insurance Fund, or its successor;

- 2) Secured by obligations that are described by the PFIA, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities that have a market value of not less than 102% of the principal amount of the certificates or in any other manner and amount provided by law for deposits of the investing entities;
- b) Certificates of Deposit made with the following conditions:
 - 1) The funds are invested by an investing entity through
 - a. A broker that has its main office or a branch office in the state of Texas and is selected from a list adopted by the City as required by Section 2256.025; or
 - b. The broker or the depository institution selected by the City under Subdivision a) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City;
 - c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States;
 - d. The City appoints the depository institution selected depository institution under Subdivision a), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 as custodian for the City with respect to the certificates of deposit issued for the account of the City.
3. Fully collateralized repurchase agreements having a defined termination date, secured by a combination of cash and obligations described by the PFIA, pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state;
4. Commercial Paper having a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

5. Mutual funds
- a) A no-load money market mutual fund that is registered with and regulated by the Securities and Exchange Commission; provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; has a dollar-weighted average stated maturity of 90 days or fewer; and states in its investment objectives the maintenance of a stable net asset value of \$1.00 for each share; or
 - b) A no-load mutual fund that it is registered with the Securities and Exchange Commission; has an average weighted maturity of less than two years; is invested exclusively in obligations approved by Chapter 2256, sections 9 through 16; is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and conforms to the requirements set forth in Sections 2256.016 (b) and (c) relating to the eligibility of mutual funds to receive and invest funds of investing entities;
 - c) The City is not authorized to:
 - 1) Invest in aggregate more than 15% of the City's monthly average fund balance, excluding bond proceeds, reserves, and debt service funds;
 - 2) Invest any portion of bond proceeds, reserves, and debt service funds; and
 - 3) Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10% of the total assets or the mutual fund.
6. Eligible investment pools that invest in instruments and follow practices allowed by current law as defined in the PFIA provided that:
- a) Investment in the particular pool has been authorized by the City Council;
 - b) The pool shall have furnished the Investment Officer an offering circular containing the information required by the PFIA;
 - c) The pool shall furnish to the Investment Officer investment transaction confirmations with respect to all investments made with it;
 - d) The pool shall furnish to the Investment Officer monthly reports that contain the information required by the PFIA;
 - e) The pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1) and may have a weighted average maturity no greater than 90 days;
 - f) Whose investment philosophy and strategy are consistent with this Policy and the City's ongoing strategy; and

- g) The pool provides evidence of credit rating no lower than “AAA” or “AAA-m” by at least one nationally recognized credit rating service.
- h) Any investment pool that does not meet the requirements of one that is created to function as a money market mutual fund must maintain a maximum average dollar weighted maturity that does not exceed 365 days (or 366 days in the case of a leap year) and must provide a fixed interest rate and a fixed maturity term for each pool position.

Unauthorized Investments

The City’s authorized investments are more restrictive than those allowed by State law. Not all investments authorized by State Law are authorized by this Policy. The City prohibits investments in all collateralized mortgage obligations. State law specifically prohibits investment in the following investment securities:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

The City is not required to liquidate investments that were authorized investments at the time of purchase. The City will take prudent measures to liquidate any investment that loses its required minimum rating.

Investment Strategy

The City intends to maintain a consolidated portfolio in which all funds under the City's control, as specified in this Policy, are pooled for investment purposes. One of the fund's primary objectives is to insure that anticipated cash flows are matched with investment maturities. Both short and longer-term maturities are laddered to meet general operating, capital project and debt service expenditures, based on known and projected cash flows.

Another primary objective of the fund is the preservation and safety of principal by insuring that all securities are of a sufficiently high quality and duration so as to limit exposure to credit and market risks. The portfolio should therefore experience minimal volatility during varying economic cycles. Securities of all types are purchased with the intention of holding until maturity.

Other objectives include maintaining liquidity, including the ability to reasonably meet unanticipated needs by purchasing securities with an active secondary/resale market. Diversification is maintained in order to minimize possible credit risk in a specific security type.

The final objective of obtaining a market rate of return while considering risk constraints and cash flow needs, is much less important than safety of principal and liquidity. The majority of investments are limited to low risk securities earning an equitable rate of return relative to the amount of risk.

Competitive Selection of Investment Instruments

The City requires competitive bidding for all individual security purchases except for those transactions with MMMFs, LGIPs and for government securities purchased at issue through an approved broker/dealer at the auction price. The Treasurer may rely not only on yield in selecting MMMFs and LGIPs but also on adherence to applicable Securities and Exchange Commission (SEC) guidelines for MMMFs and other criteria as determined.

At least three bids or offers must be solicited in all transactions involving individual securities. For those situations where it may be impractical or unreasonable to receive three bids for an agency transaction due to secondary market availability, bids may be considered comparable for agencies with comparable structures and having maturities within 15 calendar days before and after the requested security. Bids may be solicited in any manner provided by law. All bids received must be documented and filed for auditing purposes.

Collateralization

In order to anticipate market changes and provide a level of security for all funds, collateralization is required for all City funds held in the depository as available funds, in certificates of deposit, and for repurchase agreements. With the exception of deposits secured with irrevocable letters of credit at 100% of amount, the collateralization level will be 102% of market value of principal and accrued interest. Evidence of the pledged collateral shall be maintained by the Director of Finance, or a third party financial institution. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate. If upon review, the collateral is found to be of inadequate value, the City will notify the pledging financial institution to immediately provide additional collateral.

The City shall accept only the following as collateral:

1. FDIC insurance coverage;
2. A Bond, Bill, Certificate of Indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;

3. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas;
4. A Bond of the State of Texas or a county, city or other political subdivision of the State of Texas having been rated at no less than “A” or its equivalent by a nationally recognized rating agency with a remaining maturity of ten years or less;
5. Obligations of the United States’ agencies and instrumentalities, limited to the FHLB, FNMA, FFCB and FHLMC; or
6. A letter of credit issued to the City by the Federal Home Loan Bank.

Collateral will be held by an independent third party with whom the entity will sign a custodial agreement. Safekeeping receipts must be supplied to the City and must be retained. All collateral shall be subject to inspection and audit by the Director of Finance or the City’s independent auditors.

Additional collateral may be pledged as required, released when it is not needed, and substituted, if necessary, with the written consent of the Director of Finance, or an authorized Investment Officer. Any financial institution requesting substitution must contact the Director of Finance for approval and settlement. The substituted security’s value will be calculated and substitution approved if its value is equal to or greater than the required security level. The Director of Finance or designated Investment Officer must provide a written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense.

Delivery vs. Payment, Safekeeping And Custody

All security transactions entered into by the City, with the exception of investment pools, and mutual funds, shall be conducted on a delivery-versus-payment (DVP) basis. Securities and collateral will be held by a third party custodian designated by the Investment Officer and Director of Finance, and held in the City’s name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

Diversification

The City will diversify the portfolio at all times to ensure the reduction of risk while still maintaining reasonable rates of return, and to ensure a certain degree of liquidity. The City will diversify its investments by security type in the following manner:

With the exception of United States Treasury securities and authorized pools, no more than 50% of the total investment portfolio will be invested in a single security type. (Such as FNMA, FHLB, FHLMC, CD's at one institution, etc.)

Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average and final maturity, and avoidance of over-concentration of specific instruments.

Risk to liquidity due to cash flow complications shall be controlled by maintaining minimum bank, investment pool, and money market mutual fund balances.

Maximum Maturities

To the extent possible, the City will attempt to match its anticipated cash flow requirements with maturing investments. The City will not directly invest in securities maturing more than five years from the date of purchase. The portfolio's maximum average dollar-weighted maturity will be two and a half years based on the stated maturity date of the investment.

Performance Standards

The investment portfolio will be designed to obtain a market average rate of return during unpredictable budgetary and economic cycles at the local and federal levels, taking into account the City's investment risk constraints and cash flow needs.

The City's investment strategy is primarily passive. Given this strategy, the basis, or benchmark, used by the Investment Officer to determine whether market yields are being achieved shall be the 3 month or 6 month Treasury Bill or 1 or 2 year Treasury Note, whichever is closest to the weighted average maturity of the portfolio.

Reporting

Monthly Reporting. The Director of Finance is responsible for providing monthly information on investment activity in the Comprehensive Monthly Finance Report, to include the size of the portfolio, the distribution by maturity, the distribution by market sector, interest income earned during the current month and fiscal year to date, and the current portfolio yield.

Quarterly Reporting. The Director of Finance shall submit a signed quarterly investment report, jointly prepared and signed by all Investment Officers, that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

The quarterly investment report shall provide a status of the current investment portfolio and transactions made over the last quarter. The report will be provided not less than quarterly to the City Manager and City Council and include the following:

1. Describe in detail the investment position of the entity on the date of the report;
2. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the reporting period;
 - c. Fully accrued interest for the reporting period;
3. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
4. State the maturity date of each separately invested asset that has a maturity date;
5. State the account or fund or pooled group fund in the City for which each individual investment was acquired;
6. State the compliance of the investment portfolio of the City as it relates to:
 - a. the investment strategy expressed in the City's investment policy; and
 - b. relevant provisions of the chapter.
7. A statement of compliance of the City's investment portfolio with State law and the investment strategy and Policy approved by the City Council.

Quarterly reports must be formally reviewed at least annually by an independent auditor and report to City Council.

Market Pricing

Market Value of the investment portfolio will be calculated monthly. Pricing information will come from Bloomberg, IDC, or any other source deemed reliable by the Director of Finance. If the price of a particular security is not available from any of these sources, the price may be estimated by analyzing similar securities' market values.

Investment Rating

Investment rating will be obtained monthly from broker-dealers on the City's approved list or from other independent third parties. Obligation of States (other than Texas), agencies, counties, cities and other political subdivisions must not be rated less than A or its equivalent by at least one nationally recognized investment rating firm. Mutual funds must not be rated less than AAA or its equivalent by at least one nationally recognized investment rating firm. Money market mutual funds (MMMMF's) are not required to be rated. Investment Pools must not be rated less than AAA or an equivalent by at least one nationally recognized investment rating firm. If an investment that was eligible at the time of purchase becomes ineligible during the holding period, consistent with the Public Funds Investment Act, Sec. 2256.017, the Treasurer is not required to liquidate the investment. The Treasurer shall take all prudent measures that are consistent with this Policy to analyze the investment and determine the most prudent course of action to minimize any potential loss.

Quality and Capability of Investment Management

Subject to availability of funds, the City shall provide periodic training in investments for Director of Finance the Treasurer and any other authorized Investment Officer through courses and seminars offered by professional organizations and associations, in order to insure the quality and capability of the County's investment officers.

Training

The Director of Finance, the Treasurer and any other authorized Investment Officer must attend at least one training session relative to their responsibilities under the PFIA within twelve months after taking office or assuming duties from an independent source approved by the Investment Committee. In addition, each must receive not less than 10 hours of instruction not less than once each two years relating to investment responsibilities from an independent source approved by the Investment Committee

Internal Controls and Compliance Audit

The Director of Finance is responsible for establishing appropriate internal controls. The Investment Officers are responsible for executing investment transactions and the Accounting division is responsible for preparation of general ledger journal entries based on documentation prepared by the Investment Officers. The Investment Policy requires, in conjunction with its annual audit, a compliance audit of management controls on investments and adherence to the City's established investment policies.

Investment Policy Review And Adoption

The City's Investment Policy shall be reviewed periodically by the Investment Committee and revised and recommended for Council approval, when necessary. In addition, the Policy must be reviewed not less than annually by the City Council. This review will include adoption of a written resolution stating that the Council has reviewed the Investment Policy and investment strategies and include any changes made to the Policy or strategies.

Investment Committee

An Investment Committee comprised of the City Manager, Director of Finance, and the Investment Officer(s) will meet on a quarterly basis. In addition to monthly and quarterly reporting to City Council, the Director of Finance will present a brief report of pertinent investment activities to the Investment Committee.

The primary objective of the Committee will be to review general strategies and policies, monitor investment program results, select independent training sources, and authorize securities dealers.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		December 16, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): T. Stuckey, ext. 7156				
CAPTION				
Consideration of an Appeal of the Heritage Commission's partial denial of a Certificate of Appropriateness to enlarge the existing second floor addition at the front (north) façade and install new windows on the east and the west facades at 1022 E. 15th Street. Zoned Downtown Business/Government /Downtown Heritage Resource District. Applicant: Rick Daniel				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Consideration of an Appeal of the Heritage Commission's partial denial of a Certificate of Appropriateness relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
At its November 18, 2014 meeting, the Heritage Commission partially approved the Certificate of Appropriateness request, by a vote of 5-0. The Commission denied the proposed second floor expansion and installation of new side elevation windows on the basis that the requests did not comply with Sections 3.6 and 10.3 of the Downtown Heritage District Design Guidelines. A simple majority vote of 5 of the 8 City Council members is required for approval of the appeal.				
List of Supporting Documents: Memo to City Manager Letter of Appeal from Applicant Heritage Commission Follow-up Memo Staff Report		Other Departments, Boards, Commissions or Agencies Heritage Commission		



Memorandum

Date: December 1, 2014

To: Bruce Glasscock, City Manager

From: Lori Schwarz, Comprehensive Planning Manager

Subject: Appeal of the Heritage Commission's partial denial of a Certificate of Appropriateness to enlarge the existing second floor addition at the front (north) façade and install new windows on the east and the west facades at 1022 E. 15th Street.

At its November 18, 2014 meeting, the Heritage Commission partially approved the Certificate of Appropriateness (CA) request by a vote of 5-0. The Commission approved the requested alterations to the first floor front elevation but denied the request for a second floor expansion and installation of new windows. On November 25, 2014, an appeal of the decision was received from the owner of the 1022 E. 15th Street property, which is included as an attachment.

The project was reviewed for conformance with the Downtown Heritage District Design Guidelines, which states the following regarding windows, doors, new construction and additions:

- Section 3.6 New door and window openings in facades should only be made where safety of life is threatened or where evidence exists of historic openings that, over time, have been filled or altered.
- Section 10.3 Horizontal additions are appropriate on the rear of buildings, where feasible. Vertical additions to historic buildings in the district are discouraged but may be appropriate if set back to the rear of the property and not visible to a person standing on the opposite side of the street to which the building faces.

During the Commission's discussion of the proposed CA, there were several points raised that were considered in the final decision. These items included:

- Proposed second floor expansion will be visible from E. 15th Street.
- Concern that approving the requested expansion project will set a bad precedent for other historic structures located within the Downtown Heritage Resource District.
- Requested windows on the east and the west façade may not meet the city's adopted 2012 International Building Code.
- No evidence of historic windows on the existing east and the west façade.

The Commission stated that the proposed CA application to enlarge the existing second story addition at front (north) façade and install new windows at the east and the west elevation does not comply with Sections 3.6 and 10.3 of the Downtown Heritage District Design Guidelines. A simple majority vote of 5 of the 8 City Council members is required for approval of the appeal request.

cc: Frank F. Turner, Deputy City Manager
Christina D. Day, Director of Planning

ALLRED DANIEL & WILCOX PLLC
GIGANTIUM HUMERIS INSIDENTES

Rick Daniel
Managing Member
Phone: 214.224.0886
rdaniel@adw-llc.com

November 25, 2014

Via: PDF

Ms. Christina Day
Director of Planning
City of Plano
1520 K Avenue, Suite 250
Plano, Texas 75074

Re: Request for Appeal to Plano City Council (the “**City Council**”) of the City of Plano Heritage Commission (the “**Heritage Commission**”) Denial of Request for Certificate of Appropriateness for 1022 E. 15th Street at Heritage Commission Meeting of November 18, 2014

Dear Ms. Day:

Allred Daniel & Wilcox PLLC represents 15th Street Real Property Holdings, LLC, a Texas limited liability company (“**Owner**”) and the current record owner of 1022 E. 15th Street, Plano, Texas 75074 (the “**Building**”).

At the request of Owner, we have prepared this letter as a formal request for an appeal to the City Council of the Heritage Commission’s denial of Owner’s request for a Certificate of Appropriateness for changes to rehabilitate the existing Building as described in Agenda Item No. 7 of the November 18, 2014 meeting of the Heritage Commission. A copy of said Agenda Item No. 7 is attached as Exhibit A hereto (“**Agenda Item No. 7**”).

Owner desires to invest approximately \$1,000,000 in downtown Plano by rehabilitating the currently vacant (and previously fire damaged) Building. Rehabilitation of the Building as set forth in Agenda Item No. 7 would allow the Building to be used as high-end office space and would bring both a sophisticated business transactional law firm and a national private equity company to downtown Plano.

Use of the Building by these businesses would further invigorate the growth and development of downtown Plano, create additional business for the area, and bring life to an otherwise unoccupied building in need of repair and refurbishment. If the requests in Agenda Item No. 7 are not allowed, then Owner will have to abandon the project, and the Building will remain vacant and continue to deteriorate, having a negative impact on the surrounding area and businesses.

Owner's proposed changes to the Building were designed to complement and maintain the existing architectural style of the Building and the surrounding area and to enhance both the Building and the historic nature of downtown Plano in light of the new development taking place and proposed to take place in the area.

The requests in Agenda Item No. 7 that were denied by the Heritage Commission are summarized as follows (for more detail see Agenda Item No. 7):

1. Add new windows to the east and west sides of the Building. The new windows would be added only in the newer prior addition to the Building, not in the original historic portion of the Building, and should not be seen from 15th Street.
2. Enlarge the existing second floor addition by moving the north wall 10 feet to the north with the second floor still being set back 15 feet from the front of the building and minimally visible from the north sidewalk of 15th Street (and not viewable from 15th Street itself or the south sidewalk).
3. Replace the existing door on the existing second floor addition with a black metal folding door with windows that should not be seen from 15th Street and would look nicer and more in line with the historic appearance of the Building.

The Planning Department Staff recommended that the Heritage Commission approve the requests in Agenda Item No. 7 and noted that the proposed changes are compatible with the existing architectural style of the Building and the district and that the proposed changes would not adversely impact the character of the site or the heritage district. Notwithstanding the recommendation of the Planning Department Staff, the Heritage Commission denied the proposed changes as set forth in the memo attached to this letter as Exhibit B (the "**Denial Memo**").

As noted in the Denial Memo, the proposed changes were not approved due to non-compliance with Sections 3.6 and 10.3 of the Downtown Heritage District Design Guidelines (the "**Guidelines**").

Owner is appealing the decision of the Heritage Commission because the Heritage Commission erroneously focused strictly on just two parts of the Guidelines, and misunderstood those specific provisions, while not taking into account: (i) other provisions of the Guidelines that would allow the proposed changes, (ii) the negative business impact to downtown Plano that will result from denial of the proposed changes, (iii) the lack of any adverse impact on the Building and the heritage district, and (iv) the positive aesthetic impact the proposed changes would have on the area.

More specifically, the Heritage Commission ignored the following provisions of the Guidelines that would permit the proposed changes:

1. The penultimate sentence in the introductory paragraph of the Guidelines that states, “Because every building is unique, decisions should be case specific.”
2. The language in the second paragraph of the Guidelines that provides that “[t]he Heritage Commission may approve a Certificate of Appropriateness for work that does not strictly comply with these guidelines provid[ed] that...the proposed work will not adversely affect the historic character of the property or district.”
3. Section 2.3 which allows for changes that “[i]ntegrate access to upper story offices or other uses with the historic features of the building.”
4. Section 2.4 which states, in part, that “[t]he improvement of the rear of all buildings, including those on the south side of 15th Street is strongly encouraged.”
5. Section 3.2 which provides that “[d]oors...that have been altered and no longer match the historic appearance should be replaced with appropriate ones.”
6. The lead-in paragraph of Section 10 of the Guidelines which provides that “...several buildings in the heritage district present opportunities for expansion [and that such expansion] is also encouraged if compatible.”

Owner believes the Historic Commission also erred in denying the proposed new windows based on Section 3.6 of the Guidelines. Section 3.6 of the Guidelines applies to new window openings in facades, which traditionally means the front of a building. The new windows would not be in the front but rather on the east and west sides of the building, out of view from the front.

Additionally, Owner believes the Historic Commission erred in denying the proposed addition to the existing second floor of the building based on Section 10.3 of the Guidelines.

Section 10.3 of the Guidelines states that “[v]ertical additions to historic buildings in the district are discouraged but may be appropriate if set back to the rear of the property and not visible to a person standing on the opposite side of the street to which the building faces.”

Owner believes there were two reasons why denial of the proposed addition to the existing second floor based on Section 10.3 of the Guidelines was incorrect. First, the proposed addition is not a vertical addition. The existing vertical height of the building will not change as a result of the addition. Second, the Guidelines suggest the addition shouldn’t be visible to a person standing on the opposite side of the street. The addition will be minimally visible from the opposite sidewalk (and will not dominate the historic first floor façade at all) but should not be visible from the opposite side of the street itself. Section 10.3 does not say it should not be visible from the opposite sidewalk.

Ms. Christina Day
Director of Planning
November 25, 2014
Page 4

Owner respectfully requests an appeal to the City Council based on the items set forth in this letter. Please let us know when this item will be placed on the City Council Agenda.

Should you have any questions, please feel free to contact Rick Daniel at (214) 224-0886.

Very truly yours,



Rick Daniel

Cc: Aaron Allred
Jack Boggs
Bhavesh Mittal

EXHIBIT A

Agenda Item No. 7

[Attached]

CITY OF PLANO
HERITAGE COMMISSION

November 18, 2014

Agenda Item No. 7

Certificate of Appropriateness: 1022 E. 15th Street

Applicant: Jack Boggs

REQUEST:

Request for a Certificate of Appropriateness (CA) to rehabilitate the existing structure, per attached drawings and the following details:

1. New Windows: 6-light, fixed, clear glass, black metal windows at the following locations:
 - a. West Facade (right side elevation):
 - Two (2) 4'-0" x 6'-0" metal windows on the first floor; and
 - Four (4) 4'-0" x 6'-0" and four (4) 3'-0" x 6'-0" metal windows on the second floor.
 - b. East Facade (left side elevation):
 - Two (2) 4'-0" x 6'-0" metal windows on the second floor.
2. Front (North) Elevation: Restore first floor storefront facade per the following details:
 - a. Replace two (2) existing 9-light sliding windows with two (2), 6'-1 3/8" x 6'-1 1/2" single light, fixed, clear tempered glass, black metal storefront windows. The height of the new storefront windows shall match the existing door height;
 - b. Replace the existing lap siding with a raised panel bulkhead constructed of wood and painted black. The height of the new raised panels shall match the height of the raised panel at the bottom of the front door; and
 - c. Replace the existing one (1) multi-light transom window with three (3), fixed, clear glass, black metal transom windows above the storefront openings. The width of each new transom window shall align with the width of each storefront openings below.

3. Second Floor Expansion: Enlarge the existing second floor addition at the front (north) facade per following details:
 - a. Extend the existing second floor wall at the front (north) facade by 10' to construct a 10'-0" x 16'-8 ½" addition. The height of the proposed addition shall match existing second floor height;
 - b. The proposed addition shall be setback 15'-8" from the first floor front (north) facade;
 - c. The proposed north facade shall consist of a 12'-0" x 8'-0", 4-leaf, black metal, folding door unit with an 8" stuccoed trim/header above. Each door leaf shall consist of 10-lights (2 wide x 5 tall); and
 - d. The exterior finish/color, trim and roof parapet detail shall match the existing second floor stucco and 1x8 wood trim detail/color.

GENERAL INFORMATION:

Location: 1022 E. 15th Street (south side of 15th Street between K Avenue and J Place)

Zoning: Downtown Business/Government (BG); Heritage Resource #26 Designation (H-26)

Resource Type: Downtown Heritage Resource District

BACKGROUND:

Building: Commercial
Original Architectural Style: Late 19th - Early 20th Century Vernacular Commercial
Date of Construction: Circa 1890
Historic Use: Commercial - Millinery, Restaurant, Bakery, Dry Goods Store
Current Use: Commercial - Vacant
Proposed Use: Office

CASE HISTORY:

Date	Description
Apr 2003	CA approved for conceptual plans for addition.
Oct 2004	CA denied to renovate structure and to construct an addition.
May 2005	CA approved to renovate structure and construct an addition.
Jun 2005	CA approved to amend previously approved plans for renovation and construction of a new addition.
Sep 2005	CA approved to install sign.
Feb 2006	CA approved to install canopy and paint.
Oct 2006	CA approved to install sign.
Jan 2008	CA approved to construct a ramp and deck on the rear facade.
Oct 2010	CA approved to alter the existing storefront by removing the front awning, replacing the windows, doors, and installing siding to the bulkheads; install a projecting sign to the front; paint the rear awning and window trim; add flagstone pavement to rear section of lot; install a wall sign on the rear facade.
Mar 2011	CA approved to install an aluminum framed rooftop canvas awning cover in ecru.
Jun 2012	CA approved to construct an awning on the rooftop patio

STAFF FINDINGS AND ANALYSIS:

The applicant has submitted a Certificate of Appropriateness (CA) request seeking approval to construct a 10'-0" x 16'-8 ½" addition on the second floor of the front (north) facade; install new windows on the east and west elevations; and restore the first floor storefront openings per Attachments 1 through 4 and following details.

1. Install 12 new 6-light, fixed, clear glass, black metal windows at the east and west elevations;
2. Restore two (2) storefronts with a bulkhead and transom windows at the front (north) facade; and

3. Enlarge the existing second floor addition per following details:
 - Extend the existing second floor wall at front (north) facade by 10' to have the new structure setback 15'-8" from the first floor front (north) facade. The height of the proposed extension shall match existing second floor height;
 - Install a 12'-0" x 8'-0", 4-leaf, black metal folding door unit with an 8" stuccoed trim/header above at the front (north) facade. Each door leaf shall consist of 10-lights (2 wide x 5 tall); and
 - The exterior finish/color, trim and roof parapet detail shall match existing second floor stucco and 1x8 wood trim detail/color.

Additionally, please review the attached excerpt of the Downtown Heritage District Design Guidelines for the applicable criteria used in this analysis.

Staff believes that the proposed second floor expansion, installation of new windows at the east and west elevations, and storefront openings restoration work is appropriate for the following reasons:

1. The replacement of the non-original/altered storefront and transom windows with an appropriate size, light configuration and style of storefront and transom windows at front facade improves the historic appearance of the building. The two enlarged single-light storefronts with raised panel wooden bulkheads and three aligning transom windows above are similar and compatible to the architectural style of the building and the district. Therefore, the proposed front facade restoration meets the following sections of the Downtown Heritage Resource District Guidelines:
 - Section 1.3 for General;
 - Section 2.1 for Facades/Storefronts; and
 - Section 3.2 and 3.3 for Windows and Doors.
2. The proposed windows at east and west facade do not meet Section 3.6 of the Downtown Heritage Resource District Guidelines for Windows and Doors. Although there is no historic evidence of windows on the east and west facades, staff believes the requested new windows shall be minimally visible from 15th Street and most importantly bring in more natural light to create a healthy environment for the proposed new office use/spaces. Additionally, the proposed window size, style and locations are compatible to the architectural style of the building and the district. Therefore, staff believes the installation of new windows in this instance would help improve the overall building fenestration without having an adverse effect on the historic character of the building or district.
3. In the Downtown Heritage District Guideline's section on new construction and additions, the guidelines encourage building expansion opportunities through compatible new constructions/additions. Staff believes the proposed second floor expansion at front (north) is appropriate for the following reasons:

- a. The requested addition size, scale, materials, roof form, general appearance and architectural details are compatible with the existing building and other historic structures in Downtown Heritage Resource district. Therefore, the proposal reflects the architectural character of the downtown district and meets section 10.1 of the Downtown Heritage Resource District Guidelines for New Construction and Additions;
- b. The overall height of the building along the E.15th Street is not altered and it maintains the height and rhythm, cornice and parapet lines of the existing historic buildings and the district. Furthermore, the addition does not exceed the height of the tallest building on the block. Therefore, the proposal does not alter the historic roofline facing E. 15th Street and meets section 10.4 of the Downtown Heritage Resource District Guidelines for New Construction and Additions;
- c. The proposed exterior stucco finish to match existing second floor material/finish is compatible with the style and character of the existing building. Therefore, the request meets section 10.5 of the Downtown Heritage Resource District Guidelines for New Construction and Additions; and
- d. Although the requested addition will be minimally visible from the 15th Street, which does not meet section 10.3 of the Downtown Heritage Resource District Guidelines for New Construction and Additions, staff believes the request will not have an adverse impact on the building or district for the following reasons:
 - The addition is setback 15'-8" from the front (north) facade.
 - The overall height, massing, scale and material is consistent with the existing building.
 - The building expansion does not dominate or compete with the historic facade of the existing building; and
 - The proposed structure does not conceal or obscure other character-defining features of the historic building such as the decorative cornice, brick parapet, storefront windows, transoms, etc.

For these above reasons, Staff believes the requested second floor building expansion, installation of new windows and storefront restoration is compatible with the existing architectural style of the building and the district. Additionally, the overall proposal would not have an adverse impact on the character of the site nor the heritage district.

RECOMMENDATION:

Staff recommends approval of the requested items per submitted documentation with following conditions:

1. Issuance of any necessary permits from the Building Inspections Department is required prior to construction of the addition, installation of new windows and restoration of the front facade; and
2. The applicant shall be allowed to work with staff to resolve any issues that may arise during the permit review and the storefront restoration, windows installation and second floor expansion project.

ATTACHMENTS:

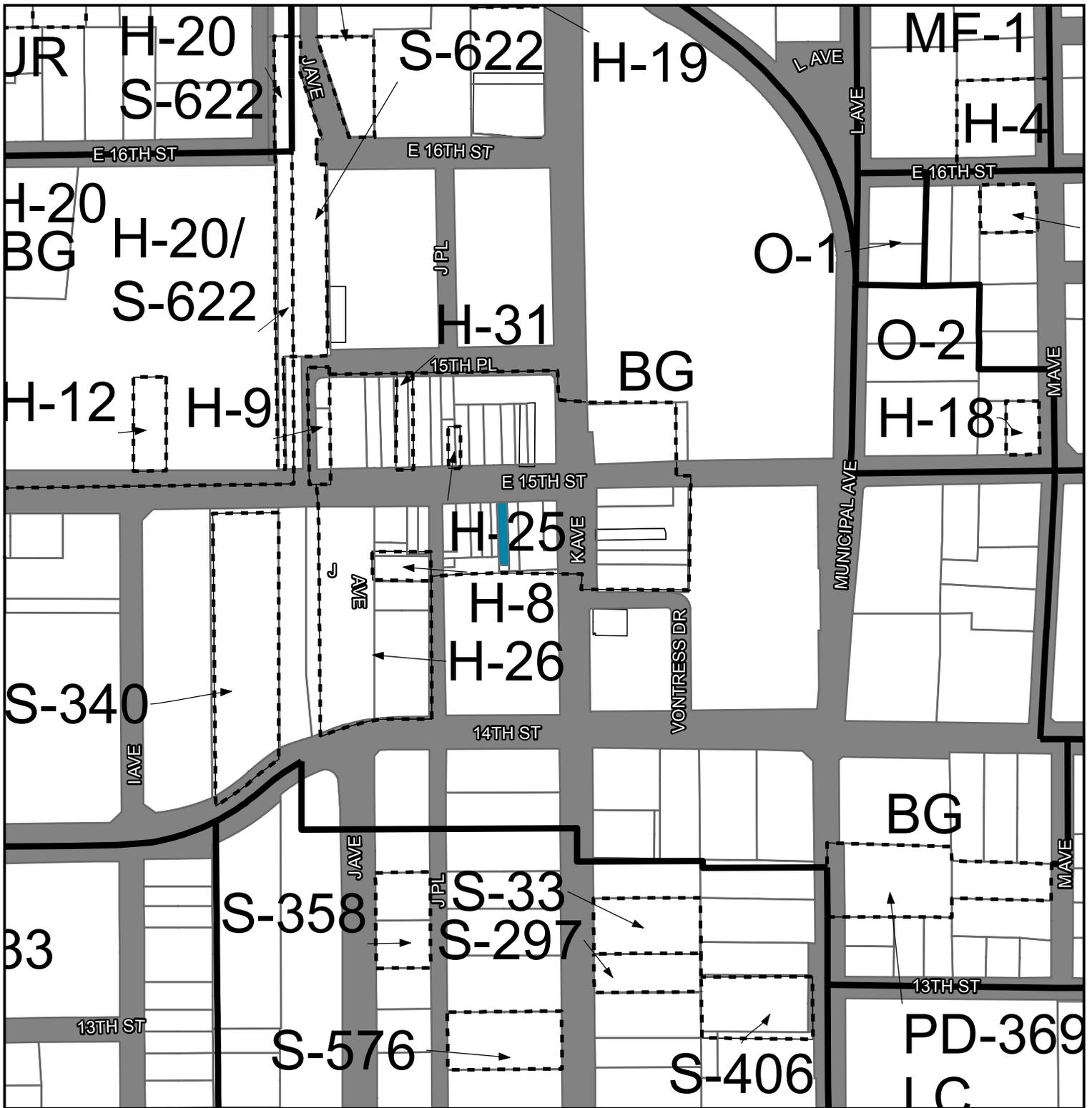
1. Proposed Second Floor Expansion Drawings
2. Proposed Windows at East and West Facade
3. Proposed Storefront Window at Front Facade
4. Proposed Folding Door on Second Floor

APPLICABLE REVIEW CRITERIA:

Downtown Heritage District Design Guidelines

No.	Guideline Statement
General	
1.3	Remove <i>non-historic</i> alterations. Often, "modern" renovations merely conceal the original facade details. If not, the original style should be recreated through the use of historic photographs.
Facades/Storefronts	
2.1	Maintain original elements and style of the storefront -- cornices, transoms, display windows, kick plates, spandrels and upper story windows.
Windows and Doors	
3.2	Doors and windows that have been altered and no longer match the historic appearance should be replaced with appropriate ones.
3.3	Replacement doors and windows should express muntin (the wooden divisions between each pane of glass) and mullion (the frame of each window sash) size, light configuration, and material to match the historic.
3.7	The Secretary of the Interior's Standards for Rehabilitation should be referred to for acceptable techniques to improve the energy efficiency of historic fenestration if necessary.
3.6	New door and window openings in facades should only be made where safety of life is threatened or where evidence exists of historic openings that, over time, have been filled or altered.
Roofs	
4.1	The following roofing materials are appropriate: flat (built-up), metal, single-ply membrane, and composition shingles. The following materials are not appropriate: clay tiles (except on decorative architectural details, slate tiles, terra-cotta tile, wood shingles, synthetic wood shingles, and synthetic clay tile.
4.3	Historic eaves, coping, cornices, dormers, parapets, and roof trim should be retained, and should be repaired with material matching in size, finish, module and color.

New Construction and Additions	
	Demolition in the Downtown Heritage District is firmly discouraged. However, were a building to be seriously damaged or destroyed, new construction would be encouraged and must meet these guidelines. Also, several buildings in the heritage district present opportunities for expansion. This is also encouraged if compatible. New buildings do not have to replicate an old building but must respect the same patterns of building line, window and door placement and rhythm, mass, height, architectural design, etc. Roof top patio covers shall be considered as building additions and shall comply with the same design guidelines for building additions.
10.1	All new construction should reflect the architectural character of the downtown district, reflecting existing buildings in form, scale, rhythm, materials, color, roof form, shape, solid-to-void ratio, detail and general appearance, paying particular attention to the elements pointed out in the first section of these guidelines.
10.3	Horizontal additions are appropriate on the rear of buildings, where feasible. Vertical additions to historic buildings in the district are discouraged but may be appropriate if set back to the rear of the property and not visible to a person standing on the opposite side of the street to which the building faces.
10.4	Maintain the height and rhythm of buildings along the street face. New buildings and additions should respect both the height and bay spacing of adjacent buildings. They should also ensure continuity of cornice lines and windows. The height of an addition and the height of a new building should not exceed the height of the tallest building on the block. New buildings or additions along the south side of 15th Place may exceed the height of the tallest building as long as it cannot be seen by a person standing on the south side of 15th Street.
10.5	Downtown buildings almost exclusively have brick or plaster-over-brick facades. The sides of corner buildings also reflect this construction. Any other materials should be used cautiously and should be compatible with the style and character of existing buildings. Brick should be uniform in color with little to no variation. Aluminum siding, wood siding, metal, stucco (other than traditional smooth coat cement plaster stucco), synthetic stucco and vinyl cladding are not appropriate.

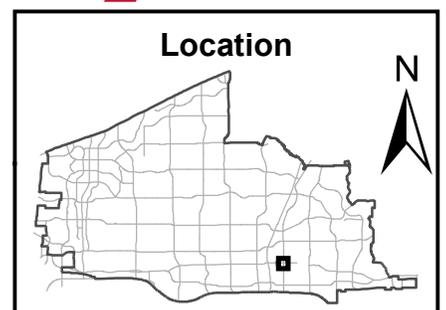


Item Submitted: 1022 15th STREET

Title: ORIGINAL DONATION
BLOCK 5, LOT 6R

Zoning: DOWNTOWN BUSINESS/GOVERNMENT/
DOWNTOWN HERITAGE RESOURCE DISTRICT

- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- City Limits
- Right-of-Way
- Specific Use Permit



Source: City of Plano Planning Department



15TH STREET

Area of Request

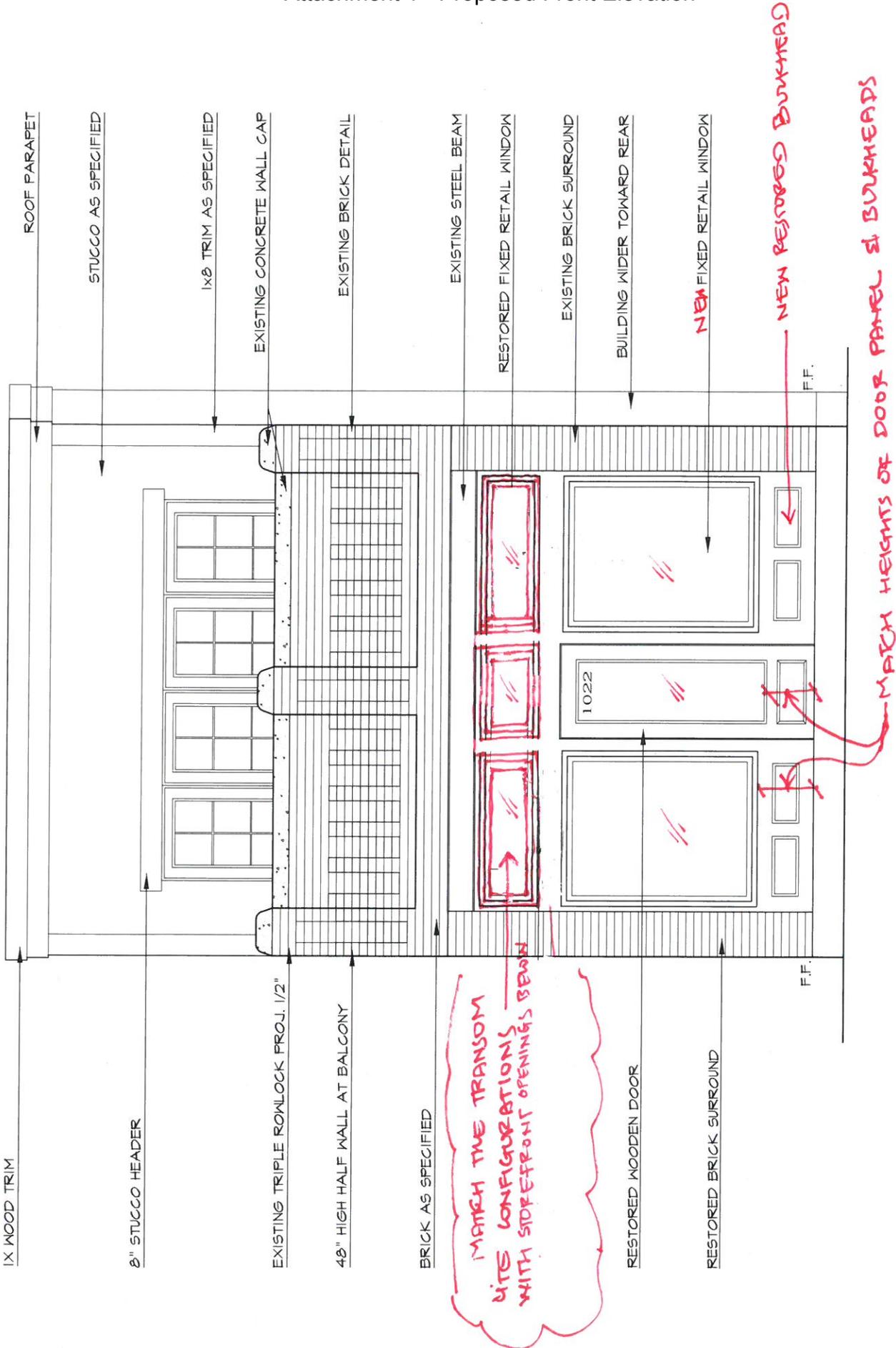
KAVENUE

1022 15th Street



Source: City of Plano, Planning Dept.
Date: November, 2014

Attachment 1 - Proposed Front Elevation



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

DATE: 11.11.14
 DRAWN BY: [Redacted]
 CHECKED BY: [Redacted]
 PROJECT: [Redacted]

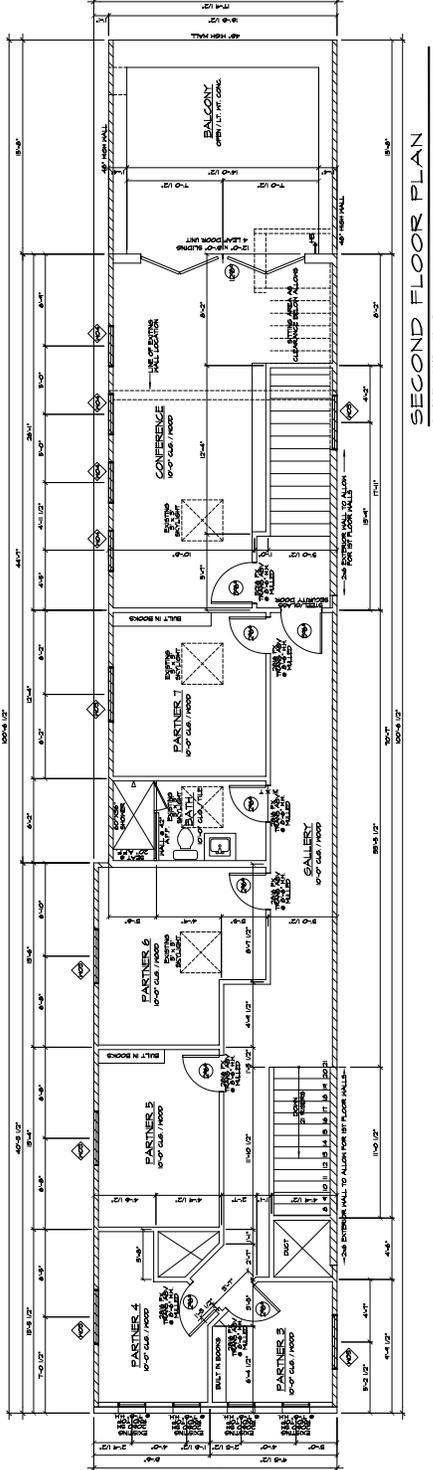
11472 002 0023 TX 072 002 0023
JACKSON
 CUSTOM HOMES

11472 002 0023 TX 072 002 0023
JACKSON
 BUILDING RENOVATION

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 HISTORIC DOWNTOWN PLAN, TEXAS

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 HISTORIC DOWNTOWN PLAN, TEXAS

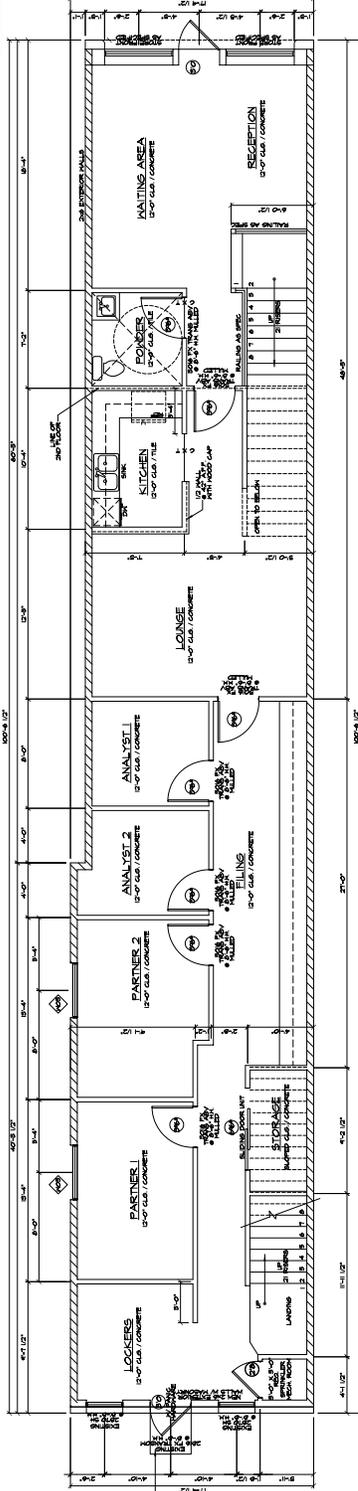
RELEASED 11.11.14



SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

WINDOW SCHEDULE				SPECIAL NOTES	
MARK	SIZE	HEIGHT	TYPE	TEMP	NOTE
1	3'-0" x 4'-0"	4'-0"	1/2" GLASS	10	SEE PLAN
2	3'-0" x 4'-0"	4'-0"	1/2" GLASS	10	SEE PLAN
3	3'-0" x 4'-0"	4'-0"	1/2" GLASS	10	SEE PLAN
4	3'-0" x 4'-0"	4'-0"	1/2" GLASS	10	SEE PLAN
5	3'-0" x 4'-0"	4'-0"	1/2" GLASS	10	SEE PLAN
6	3'-0" x 4'-0"	4'-0"	1/2" GLASS	10	SEE PLAN

SQUARE FOOTAGES	
EXISTING FLOOR	11472
NEW FLOOR	11472
TOTAL AREA	22944
TOTAL VOLUME	22944
OVERALL HEIGHT	10'-0"
FINISH FLOOR	10'-0"



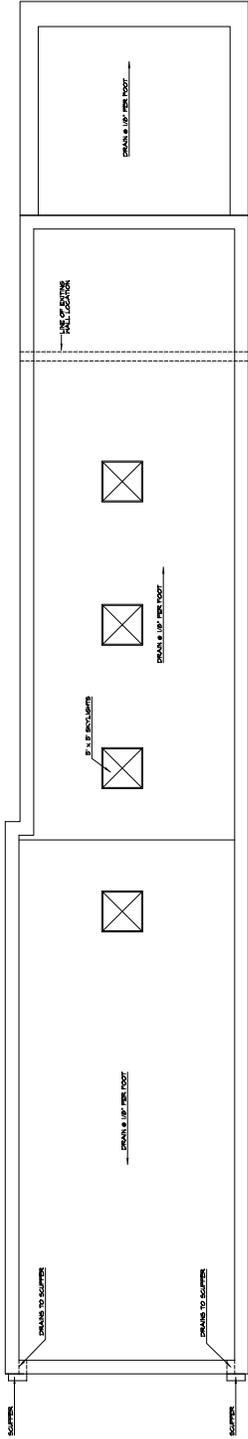
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

- NOTES:**
- * DOOR HANDLE MAY BE OF LEVER OR U-SHAPED, EASY TO GRASP WITH ONE HAND OR PUSH.
 - * NO ROUND DOOR SWICHES.
 - * THE BOTTOM 1/2" OF ALL DOORS TO HAVE A SMOOTH UNINTERRUPTED SURFACE TO ALLOW DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST.
 - * FRONT APPROACH TO ALL SIDE SHALL HAVE 18" MANEUVERING SPACE BEFORE THE LATCH SIDE AND 60" PERPENDICULAR TO THE DOOR.

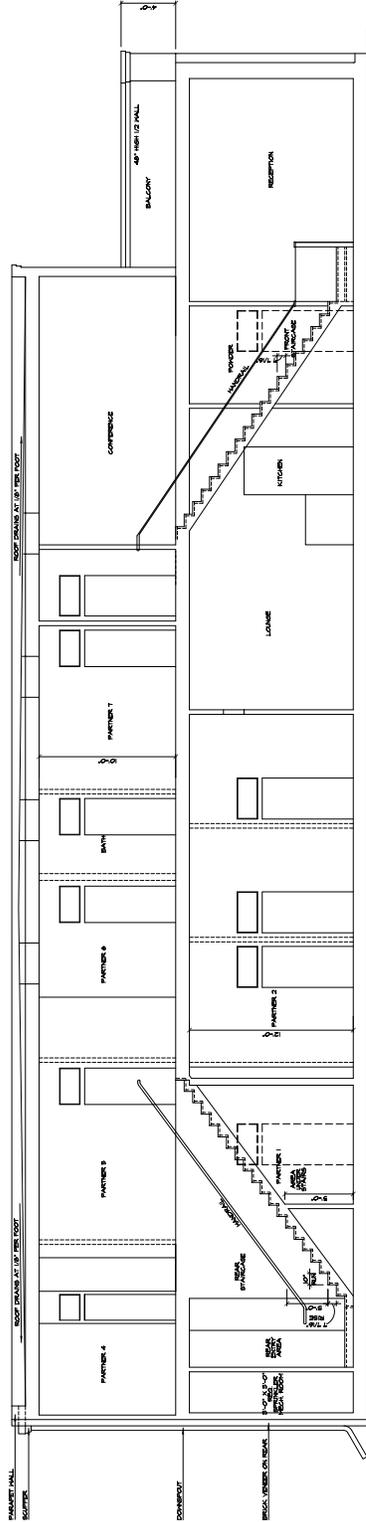
<p style="font-size: 0.8em;">HALL LEGEND</p> <p style="font-size: 0.8em;"> 1" HALL FINISH</p>
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TITLE DATE DRAWN BY CHECKED BY PROJECT NO. SHEET NO.	PROJECT NO. SHEET NO.	NORTH ARROW SCALE DATE	NOTES 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED. 2. REFER TO ALL OTHER SHEETS FOR COMPLETE INFORMATION. 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. 6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY. 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. 8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. 9. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORKING SITE AT ALL TIMES. 10. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS. 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. 12. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. 13. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY. 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. 15. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. 16. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORKING SITE AT ALL TIMES. 17. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.	JOHN LIVERLY ARCHITECTS 1000 WEST 11TH STREET FORT WORTH, TEXAS 76102 (817) 335-1111 WWW.JLVA.COM	BUILDING RENOVATION HISTORIC DOWNTOWN PLANO, TEXAS 1100 WEST 11TH STREET FORT WORTH, TEXAS 76102 (817) 335-1111 WWW.JLVA.COM	TM JACKSON CUSTOM HOMES 1100 WEST 11TH STREET FORT WORTH, TEXAS 76102 (817) 335-1111 WWW.JLVA.COM	1/4" = 1'-0" A-3 3 of 4

RELEASED 11.11.14

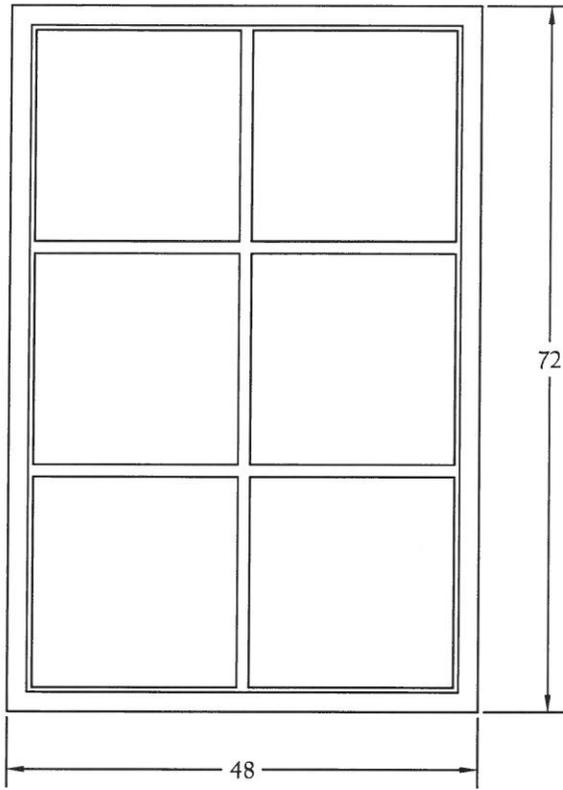


ROOF PLAN
SCALE: 1/4" = 1'-0"

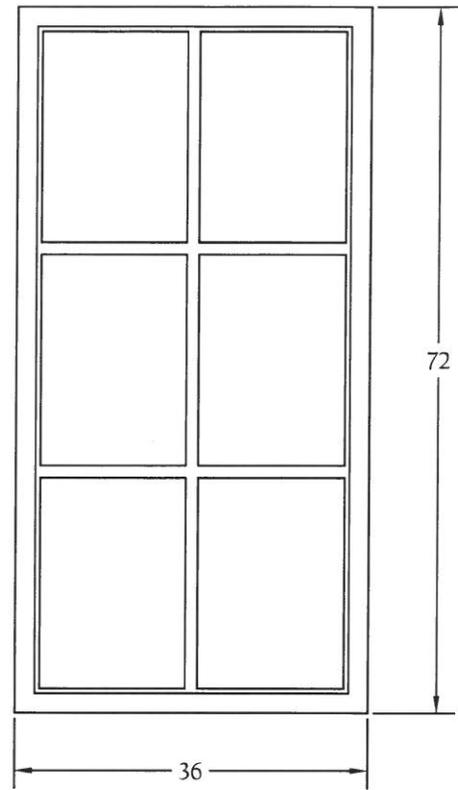


SECTION VIEW THROUGH STAIRS
SCALE: 1/4" = 1'-0"

ATTACHMENT 2 - PROPOSED WINDOW AT EAST & WEST FACADE



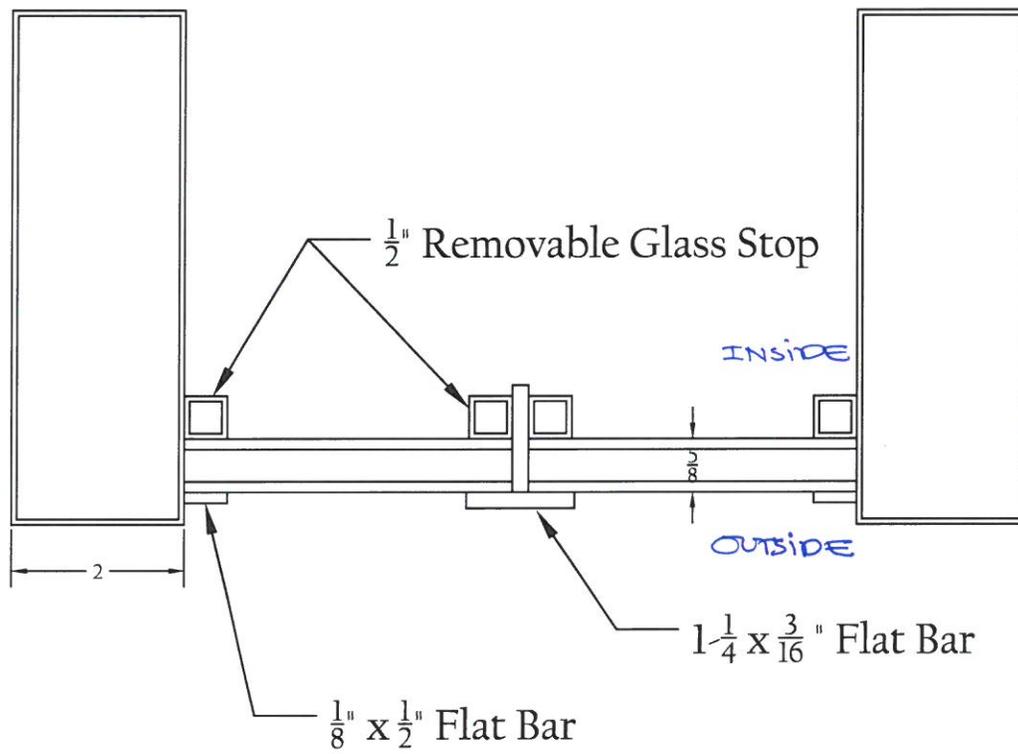
W03



W04

Cross-section of windows being added to east & west sides of building

ATTACHMENT 2 (CONTINUED)



Sample of
windows
being added to
east & west
sides of
building





Rough Opening Allowance = 1/2 Inch

Retail windows for 1st floor facing 15th street

SHOWN AT NET PRICE

Line # 1 Waiting Area



R.O. 73-7/8" x 73"
O.A. Box Size 73-3/8x72-1/2"

- DBLH-STUDIO-1; 69-3/8x65-9/16; 891.10
- Black Alum Clad AAMA.2605;
- LoE-366
- Preserve Glass N/C
- Tempered Glass 309.40
- LoE-366/Neat 66.50
- 7-1/2" Jamb Extension Applied 63.00

Sash 1
 U-Factor=0.3
 SHGC=0.22
 Visible Transmittance=0.51
 PG=CW-PG40
 Single Unit Rating Only

2 Each @	1330.00	2660.00
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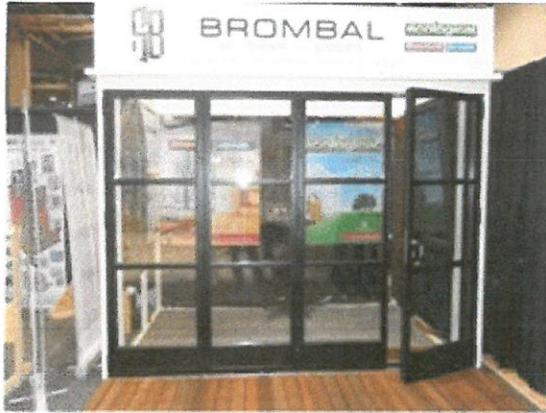
Quoted prices are good for 30 days (Expires: 11/15/2014) and are subject to correction of computational errors.

TOTAL NET PRICE	2660.00
SALES TAX (Taxable Amt: 2660.00)	219.45
TOTAL QUOTATION PRICE	2879.45

ATTACHMENT 3 - PROPOSED STOREFRONT WINDOW AT FRONT

ATTACHMENT 4 - PROPOSED FOLDING
DOOR ON SECOND FLOOR

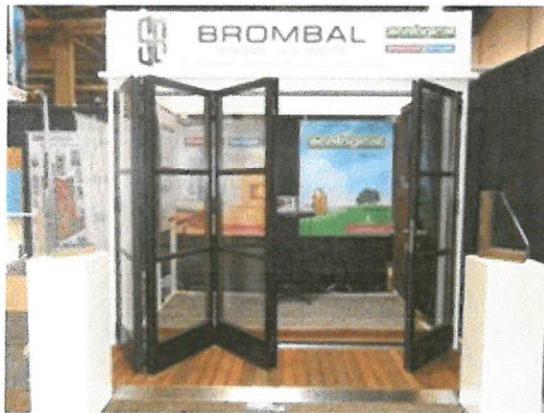
Doors for north end of 2nd floor:



Single Door Function



French Door Function



Partially Open



Fully Open

Doors for north end of 2nd floor.

ATTACHMENT 4 - PROPOSED FOLDING
DOOR ON SECOND FLOOR

Quote

Customer/ Job Address

Date: 10/15/2014

Tim Jackson Custom Homes
PO Box 712
Allen, TX 75013

Quote#: Q3685

Item	Location	Description	Qty	Rate	Total
Service-L...		Install Panda Door Unit	1	2,500.00	2,500.00
Quote		Panda Door Unit Folding Door System 144 x 96 2L and 2R Powder Coat Standard Color Black Std Track ADA 1" OA Clear LoE Tempered Glass Price includes install and applicable taxes.	1	18,552.20	18,552.20

Subtotal	\$21,052.20
-----------------	-------------

Total	\$21,052.20
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- *Quote valid for 30 days.
- *Orders NOT processed until signed estimate, drawing, confirmed dimensions and 50% deposit is received on custom orders.
- *8 week lead time on custom orders but can vary due to conditions outside of Entrada's control.
- *Deposit non-refundable for cancellation of custom order.
- *Custom door orders are considered final and cannot be returned. (this includes but not limited to size, design, shape, etc.)
- *Stock Orders - Re-Stocking fee 30% of sell price.
- *Faux finish is hand applied, therefore there will be variances in the color and texture. This is not considered a defect.
- *Any iron door with applied faux finish is considered custom and cannot be returned.
- *Any touch-ups or refinishes due to improper handling of the product will be done at an additional cost to the customer.
- *Entrada reserves the rights to photograph finished products on jobsites for marketing and advertising purposes.
- *By signing you acknowledge and agree that you have read and understand the above disclosures.
- *Lack of response within 24 hours (either by phone, email or fax) is considered acknowledgement

Signature X

EXHIBIT B

Denial Memo

[Attached]

DATE: November 19, 2014
TO: Applicants with Items before the Heritage Commission 
FROM: Gary Graley, Chairman, Heritage Commission
SUBJECT: Results of Heritage Commission Meeting of November 18, 2014

AGENDA ITEM NO. 7 - CERTIFICATE OF APPROPRIATENESS HC-2015-08
1022 E. 15TH STREET
APPLICANT: JACK BOGGS

Request for a Certificate of Appropriateness (CA) to rehabilitate the existing structure, per attached drawings and the following details:

1. New Windows: 6-light, fixed, clear glass, black metal windows at the following locations:
 - a. West Facade (right side elevation):
 - Two (2) 4'-0" x 6'-0" metal windows on the first floor; and
 - Four (4) 4'-0" x 6'-0" and four (4) 3'-0" x 6'-0" metal windows on the second floor.
 - b. East Facade (left side elevation):
 - Two (2) 4'-0" x 6'-0" metal windows on the second floor.
2. Front (North) Elevation: Restore first floor storefront facade per the following details:
 - a. Replace two (2) existing 9-light sliding windows with two (2), 6'-1 3/8" x 6'-1 1/2" single light, fixed, clear tempered glass, black metal storefront windows. The height of the new storefront windows shall match the existing door height;
 - b. Replace the existing lap siding with a raised panel bulkhead constructed of wood and painted black. The height of the new raised panels shall match the height of the raised panel at the bottom of the front door; and
 - c. Replace the existing one (1) multi-light transom window with three (3), fixed, clear glass, black metal transom windows above the storefront openings. The width of each new transom window shall align with the width of each storefront openings below.
3. Second Floor Expansion: Enlarge the existing second floor addition at the front (north) facade per following details:
 - a. Extend the existing second floor wall at the front (north) facade by 10' to construct a 10'-0" x 16'-8 1/2" addition. The height of the proposed addition shall match existing second floor height;

- b. The proposed addition shall be setback 15'-8" from the first floor front (north) facade;
- c. The proposed north facade shall consist of a 12'-0" x 8'-0", 4-leaf, black metal, folding door unit with an 8" stuccoed trim/header above. Each door leaf shall consist of 10-lights (2 wide x 5 tall); and
- d. The exterior finish/color, trim and roof parapet detail shall match the existing second floor stucco and 1x8 wood trim detail/color.

APPROVED: 5-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

The CA was approved for (#2) first floor Front (North) Elevation per staff recommendations:

- 1. Issuance of any necessary permits from the Building Inspections Department is required prior to construction of the addition, installation of new windows and restoration of the front facade; and
- 2. The applicant shall be allowed to work with staff to resolve any issues that may arise during the permit review and the storefront restoration, windows installation and second floor expansion project.

The CA request for the (#1) New Windows and (#3) Second Floor Expansion were not approved due to non-compliance with Sections 3.6 and 10.3 of the Downtown Heritage District Design Guidelines.

Should you wish to appeal the Heritage Commission's decision regarding the subject request, a signed letter indicating the basis for appeal must be received by the Director of Planning no later than ten (10) days from the date of the decision. The appeal will be scheduled for consideration by the City Council for the next available regular meeting. City Council may affirm, modify or reverse the decision of the Commission and may, where appropriate, remand the item to the Commission for further proceedings consistent with City Council's decision.

BM/av

xc: Rick Daniel
Wayne Snell, Permit Services Manager - Certificate of Appropriateness (copy)
File

DATE: November 19, 2014
TO: Applicants with Items before the Heritage Commission 
FROM: Gary Graley, Chairman, Heritage Commission
SUBJECT: Results of Heritage Commission Meeting of November 18, 2014

AGENDA ITEM NO. 7 - CERTIFICATE OF APPROPRIATENESS HC-2015-08
1022 E. 15TH STREET
APPLICANT: JACK BOGGS

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 - Two (2) 4'-0" x 6'-0" metal windows on the first floor; and
 - Four (4) 4'-0" x 6'-0" and four (4) 3'-0" x 6'-0" metal windows on the second floor.
 - b. East Facade (left side elevation):
 - Two (2) 4'-0" x 6'-0" metal windows on the second floor.
2. Front (North) Elevation: Restore first floor storefront facade per the following details:
 - a. Replace two (2) existing 9-light sliding windows with two (2), 6'-1 3/8" x 6'-1 1/2" single light, fixed, clear tempered glass, black metal storefront windows. The height of the new storefront windows shall match the existing door height;
 - b. Replace the existing lap siding with a raised panel bulkhead constructed of wood and painted black. The height of the new raised panels shall match the height of the raised panel at the bottom of the front door; and
 - c. Replace the existing one (1) multi-light transom window with three (3), fixed, clear glass, black metal transom windows above the storefront openings. The width of each new transom window shall align with the width of each storefront openings below.
3. Second Floor Expansion: Enlarge the existing second floor addition at the front (north) facade per following details:
 - a. Extend the existing second floor wall at the front (north) facade by 10' to construct a 10'-0" x 16'-8 1/2" addition. The height of the proposed addition shall match existing second floor height;

- b. The proposed addition shall be setback 15'-8" from the first floor front (north) facade;
- c. The proposed north facade shall consist of a 12'-0" x 8'-0", 4-leaf, black metal, folding door unit with an 8" stuccoed trim/header above. Each door leaf shall consist of 10-lights (2 wide x 5 tall); and
- d. The exterior finish/color, trim and roof parapet detail shall match the existing second floor stucco and 1x8 wood trim detail/color.

APPROVED: 5-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

The CA was approved for (#2) first floor Front (North) Elevation per staff recommendations:

1. Issuance of any necessary permits from the Building Inspections Department is required prior to construction of the addition, installation of new windows and restoration of the front facade; and
2. The applicant shall be allowed to work with staff to resolve any issues that may arise during the permit review and the storefront restoration, windows installation and second floor expansion project.

The CA request for the (#1) New Windows and (#3) Second Floor Expansion were not approved due to non-compliance with Sections 3.6 and 10.3 of the Downtown Heritage District Design Guidelines.

Should you wish to appeal the Heritage Commission's decision regarding the subject request, a signed letter indicating the basis for appeal must be received by the Director of Planning no later than ten (10) days from the date of the decision. The appeal will be scheduled for consideration by the City Council for the next available regular meeting. City Council may affirm, modify or reverse the decision of the Commission and may, where appropriate, remand the item to the Commission for further proceedings consistent with City Council's decision.

BM/av

xc: Rick Daniel
Wayne Snell, Permit Services Manager - Certificate of Appropriateness (copy)
File

<http://goo.gl/maps/hRc3h>

CITY OF PLANO
HERITAGE COMMISSION

November 18, 2014

Agenda Item No. 7

Certificate of Appropriateness: 1022 E. 15th Street

Applicant: Jack Boggs

REQUEST:

Request for a Certificate of Appropriateness (CA) to rehabilitate the existing structure, per attached drawings and the following details:

1. New Windows: 6-light, fixed, clear glass, black metal windows at the following locations:
 - a. West Facade (right side elevation):
 - Two (2) 4'-0" x 6'-0" metal windows on the first floor; and
 - Four (4) 4'-0" x 6'-0" and four (4) 3'-0" x 6'-0" metal windows on the second floor.
 - b. East Facade (left side elevation):
 - Two (2) 4'-0" x 6'-0" metal windows on the second floor.
2. Front (North) Elevation: Restore first floor storefront facade per the following details:
 - a. Replace two (2) existing 9-light sliding windows with two (2), 6'-1 3/8" x 6'-1 1/2" single light, fixed, clear tempered glass, black metal storefront windows. The height of the new storefront windows shall match the existing door height;
 - b. Replace the existing lap siding with a raised panel bulkhead constructed of wood and painted black. The height of the new raised panels shall match the height of the raised panel at the bottom of the front door; and
 - c. Replace the existing one (1) multi-light transom window with three (3), fixed, clear glass, black metal transom windows above the storefront openings. The width of each new transom window shall align with the width of each storefront openings below.

3. Second Floor Expansion: Enlarge the existing second floor addition at the front (north) facade per following details:
 - a. Extend the existing second floor wall at the front (north) facade by 10' to construct a 10'-0" x 16'-8 ½" addition. The height of the proposed addition shall match existing second floor height;
 - b. The proposed addition shall be setback 15'-8" from the first floor front (north) facade;
 - c. The proposed north facade shall consist of a 12'-0" x 8'-0", 4-leaf, black metal, folding door unit with an 8" stuccoed trim/header above. Each door leaf shall consist of 10-lights (2 wide x 5 tall); and
 - d. The exterior finish/color, trim and roof parapet detail shall match the existing second floor stucco and 1x8 wood trim detail/color.

GENERAL INFORMATION:

Location: 1022 E. 15th Street (south side of 15th Street between K Avenue and J Place)

Zoning: Downtown Business/Government (BG); Heritage Resource #26 Designation (H-26)

Resource Type: Downtown Heritage Resource District

BACKGROUND:

Building: Commercial
Original Architectural Style: Late 19th - Early 20th Century Vernacular Commercial
Date of Construction: Circa 1890
Historic Use: Commercial - Millinery, Restaurant, Bakery, Dry Goods Store
Current Use: Commercial - Vacant
Proposed Use: Office

CASE HISTORY:

Date	Description
Apr 2003	CA approved for conceptual plans for addition.
Oct 2004	CA denied to renovate structure and to construct an addition.
May 2005	CA approved to renovate structure and construct an addition.
Jun 2005	CA approved to amend previously approved plans for renovation and construction of a new addition.
Sep 2005	CA approved to install sign.
Feb 2006	CA approved to install canopy and paint.
Oct 2006	CA approved to install sign.
Jan 2008	CA approved to construct a ramp and deck on the rear facade.
Oct 2010	CA approved to alter the existing storefront by removing the front awning, replacing the windows, doors, and installing siding to the bulkheads; install a projecting sign to the front; paint the rear awning and window trim; add flagstone pavement to rear section of lot; install a wall sign on the rear facade.
Mar 2011	CA approved to install an aluminum framed rooftop canvas awning cover in ecru.
Jun 2012	CA approved to construct an awning on the rooftop patio

STAFF FINDINGS AND ANALYSIS:

The applicant has submitted a Certificate of Appropriateness (CA) request seeking approval to construct a 10'-0" x 16'-8 ½" addition on the second floor of the front (north) facade; install new windows on the east and west elevations; and restore the first floor storefront openings per Attachments 1 through 4 and following details.

1. Install 12 new 6-light, fixed, clear glass, black metal windows at the east and west elevations;
2. Restore two (2) storefronts with a bulkhead and transom windows at the front (north) facade; and

3. Enlarge the existing second floor addition per following details:
 - Extend the existing second floor wall at front (north) facade by 10' to have the new structure setback 15'-8" from the first floor front (north) facade. The height of the proposed extension shall match existing second floor height;
 - Install a 12'-0" x 8'-0", 4-leaf, black metal folding door unit with an 8" stuccoed trim/header above at the front (north) facade. Each door leaf shall consist of 10-lights (2 wide x 5 tall); and
 - The exterior finish/color, trim and roof parapet detail shall match existing second floor stucco and 1x8 wood trim detail/color.

Additionally, please review the attached excerpt of the Downtown Heritage District Design Guidelines for the applicable criteria used in this analysis.

Staff believes that the proposed second floor expansion, installation of new windows at the east and west elevations, and storefront openings restoration work is appropriate for the following reasons:

1. The replacement of the non-original/altered storefront and transom windows with an appropriate size, light configuration and style of storefront and transom windows at front facade improves the historic appearance of the building. The two enlarged single-light storefronts with raised panel wooden bulkheads and three aligning transom windows above are similar and compatible to the architectural style of the building and the district. Therefore, the proposed front facade restoration meets the following sections of the Downtown Heritage Resource District Guidelines:
 - Section 1.3 for General;
 - Section 2.1 for Facades/Storefronts; and
 - Section 3.2 and 3.3 for Windows and Doors.
2. The proposed windows at east and west facade do not meet Section 3.6 of the Downtown Heritage Resource District Guidelines for Windows and Doors. Although there is no historic evidence of windows on the east and west facades, staff believes the requested new windows shall be minimally visible from 15th Street and most importantly bring in more natural light to create a healthy environment for the proposed new office use/spaces. Additionally, the proposed window size, style and locations are compatible to the architectural style of the building and the district. Therefore, staff believes the installation of new windows in this instance would help improve the overall building fenestration without having an adverse effect on the historic character of the building or district.
3. In the Downtown Heritage District Guideline's section on new construction and additions, the guidelines encourage building expansion opportunities through compatible new constructions/additions. Staff believes the proposed second floor expansion at front (north) is appropriate for the following reasons:

- a. The requested addition size, scale, materials, roof form, general appearance and architectural details are compatible with the existing building and other historic structures in Downtown Heritage Resource district. Therefore, the proposal reflects the architectural character of the downtown district and meets section 10.1 of the Downtown Heritage Resource District Guidelines for New Construction and Additions;
- b. The overall height of the building along the E.15th Street is not altered and it maintains the height and rhythm, cornice and parapet lines of the existing historic buildings and the district. Furthermore, the addition does not exceed the height of the tallest building on the block. Therefore, the proposal does not alter the historic roofline facing E. 15th Street and meets section 10.4 of the Downtown Heritage Resource District Guidelines for New Construction and Additions;
- c. The proposed exterior stucco finish to match existing second floor material/finish is compatible with the style and character of the existing building. Therefore, the request meets section 10.5 of the Downtown Heritage Resource District Guidelines for New Construction and Additions; and
- d. Although the requested addition will be minimally visible from the 15th Street, which does not meet section 10.3 of the Downtown Heritage Resource District Guidelines for New Construction and Additions, staff believes the request will not have an adverse impact on the building or district for the following reasons:
 - The addition is setback 15'-8" from the front (north) facade.
 - The overall height, massing, scale and material is consistent with the existing building.
 - The building expansion does not dominate or compete with the historic facade of the existing building; and
 - The proposed structure does not conceal or obscure other character-defining features of the historic building such as the decorative cornice, brick parapet, storefront windows, transoms, etc.

For these above reasons, Staff believes the requested second floor building expansion, installation of new windows and storefront restoration is compatible with the existing architectural style of the building and the district. Additionally, the overall proposal would not have an adverse impact on the character of the site nor the heritage district.

RECOMMENDATION:

Staff recommends approval of the requested items per submitted documentation with following conditions:

1. Issuance of any necessary permits from the Building Inspections Department is required prior to construction of the addition, installation of new windows and restoration of the front facade; and
2. The applicant shall be allowed to work with staff to resolve any issues that may arise during the permit review and the storefront restoration, windows installation and second floor expansion project.

ATTACHMENTS:

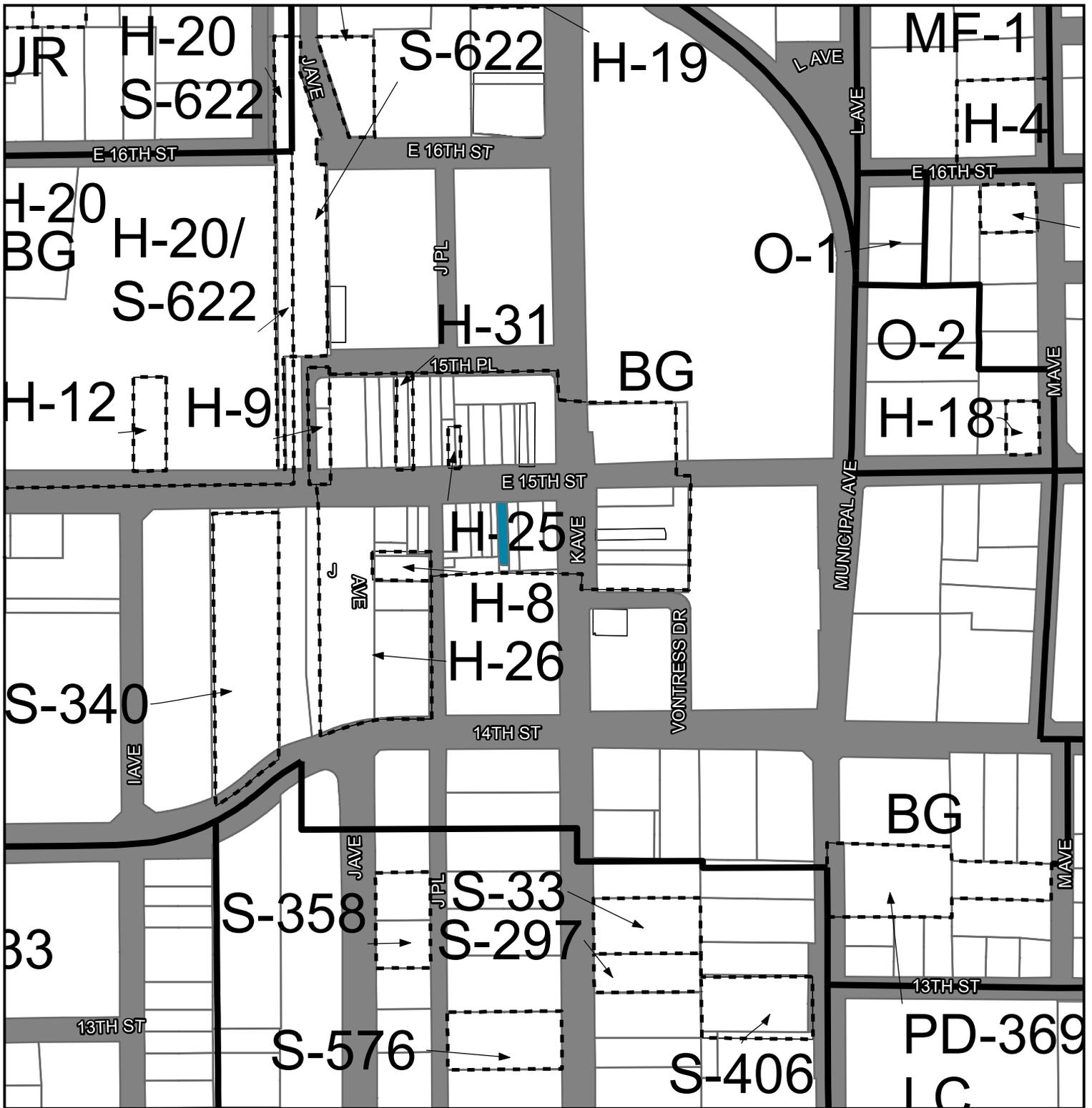
1. Proposed Second Floor Expansion Drawings
2. Proposed Windows at East and West Facade
3. Proposed Storefront Window at Front Facade
4. Proposed Folding Door on Second Floor

APPLICABLE REVIEW CRITERIA:

Downtown Heritage District Design Guidelines

No.	Guideline Statement
General	
1.3	Remove <i>non-historic</i> alterations. Often, "modern" renovations merely conceal the original facade details. If not, the original style should be recreated through the use of historic photographs.
Facades/Storefronts	
2.1	Maintain original elements and style of the storefront -- cornices, transoms, display windows, kick plates, spandrels and upper story windows.
Windows and Doors	
3.2	Doors and windows that have been altered and no longer match the historic appearance should be replaced with appropriate ones.
3.3	Replacement doors and windows should express muntin (the wooden divisions between each pane of glass) and mullion (the frame of each window sash) size, light configuration, and material to match the historic.
3.7	The Secretary of the Interior's Standards for Rehabilitation should be referred to for acceptable techniques to improve the energy efficiency of historic fenestration if necessary.
3.6	New door and window openings in facades should only be made where safety of life is threatened or where evidence exists of historic openings that, over time, have been filled or altered.
Roofs	
4.1	The following roofing materials are appropriate: flat (built-up), metal, single-ply membrane, and composition shingles. The following materials are not appropriate: clay tiles (except on decorative architectural details, slate tiles, terra-cotta tile, wood shingles, synthetic wood shingles, and synthetic clay tile.
4.3	Historic eaves, coping, cornices, dormers, parapets, and roof trim should be retained, and should be repaired with material matching in size, finish, module and color.

New Construction and Additions	
	Demolition in the Downtown Heritage District is firmly discouraged. However, were a building to be seriously damaged or destroyed, new construction would be encouraged and must meet these guidelines. Also, several buildings in the heritage district present opportunities for expansion. This is also encouraged if compatible. New buildings do not have to replicate an old building but must respect the same patterns of building line, window and door placement and rhythm, mass, height, architectural design, etc. Roof top patio covers shall be considered as building additions and shall comply with the same design guidelines for building additions.
10.1	All new construction should reflect the architectural character of the downtown district, reflecting existing buildings in form, scale, rhythm, materials, color, roof form, shape, solid-to-void ratio, detail and general appearance, paying particular attention to the elements pointed out in the first section of these guidelines.
10.3	Horizontal additions are appropriate on the rear of buildings, where feasible. Vertical additions to historic buildings in the district are discouraged but may be appropriate if set back to the rear of the property and not visible to a person standing on the opposite side of the street to which the building faces.
10.4	Maintain the height and rhythm of buildings along the street face. New buildings and additions should respect both the height and bay spacing of adjacent buildings. They should also ensure continuity of cornice lines and windows. The height of an addition and the height of a new building should not exceed the height of the tallest building on the block. New buildings or additions along the south side of 15th Place may exceed the height of the tallest building as long as it cannot be seen by a person standing on the south side of 15th Street.
10.5	Downtown buildings almost exclusively have brick or plaster-over-brick facades. The sides of corner buildings also reflect this construction. Any other materials should be used cautiously and should be compatible with the style and character of existing buildings. Brick should be uniform in color with little to no variation. Aluminum siding, wood siding, metal, stucco (other than traditional smooth coat cement plaster stucco), synthetic stucco and vinyl cladding are not appropriate.

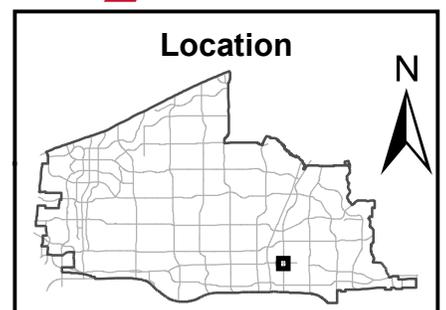


Item Submitted: 1022 15th STREET

Title: ORIGINAL DONATION
BLOCK 5, LOT 6R

Zoning: DOWNTOWN BUSINESS/GOVERNMENT/
DOWNTOWN HERITAGE RESOURCE DISTRICT

- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- City Limits
- Specific Use Permit
- Right-of-Way



Source: City of Plano Planning Department



15TH STREET

Area of Request

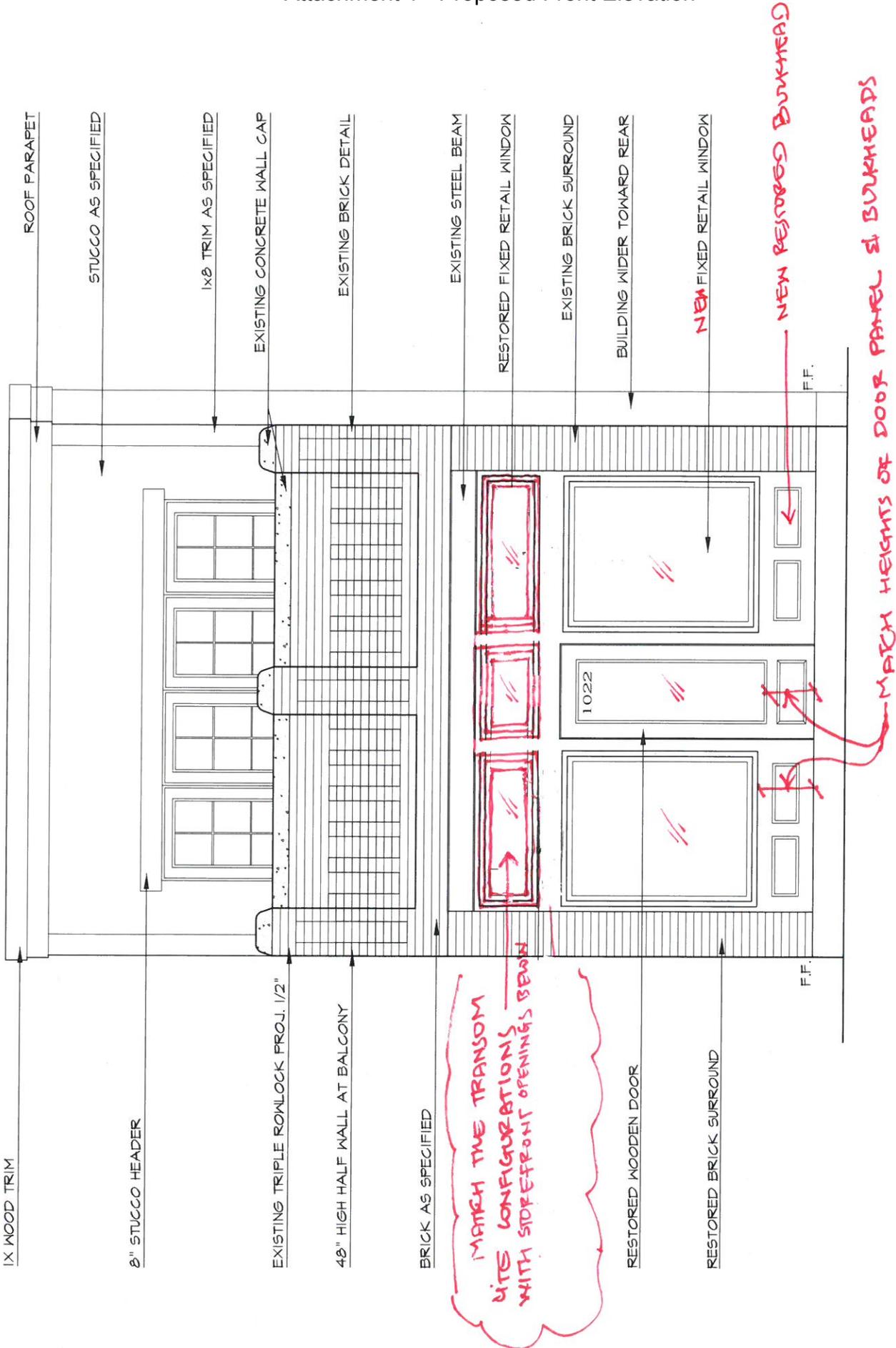
KAVENUE

1022 15th Street



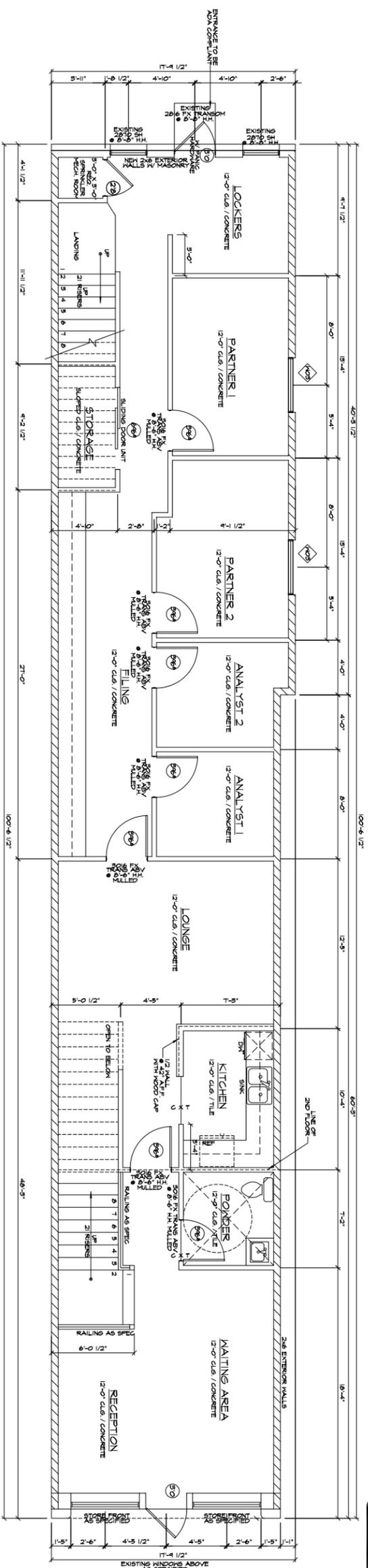
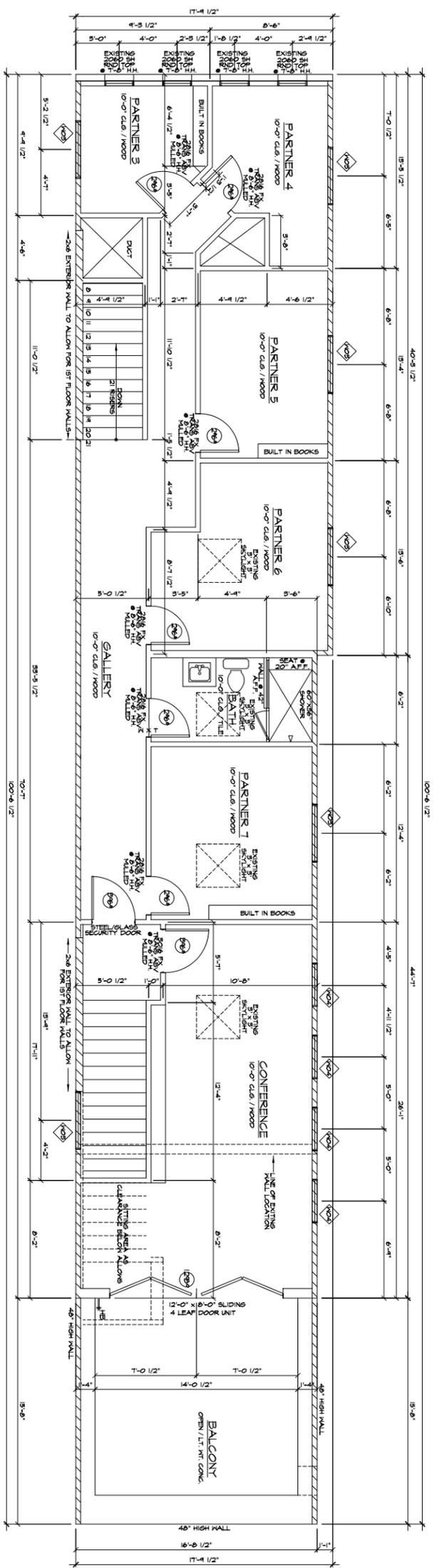
Source: City of Plano, Planning Dept.
Date: November, 2014

Attachment 1 - Proposed Front Elevation

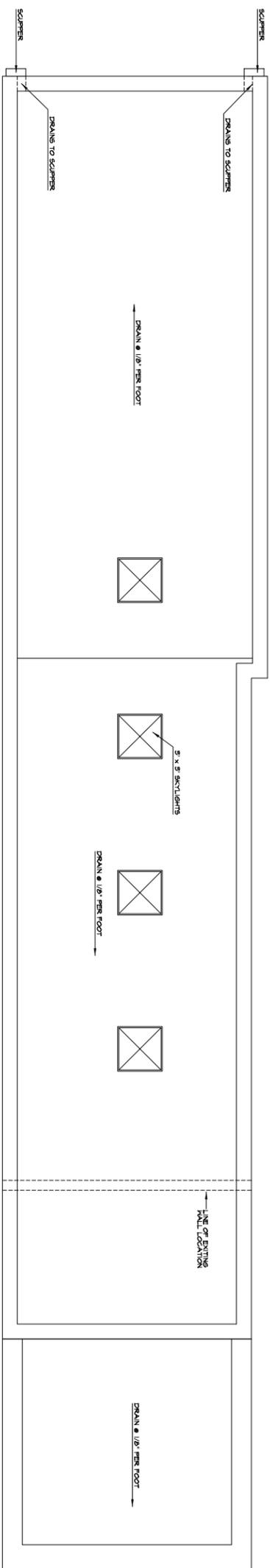


FRONT ELEVATION

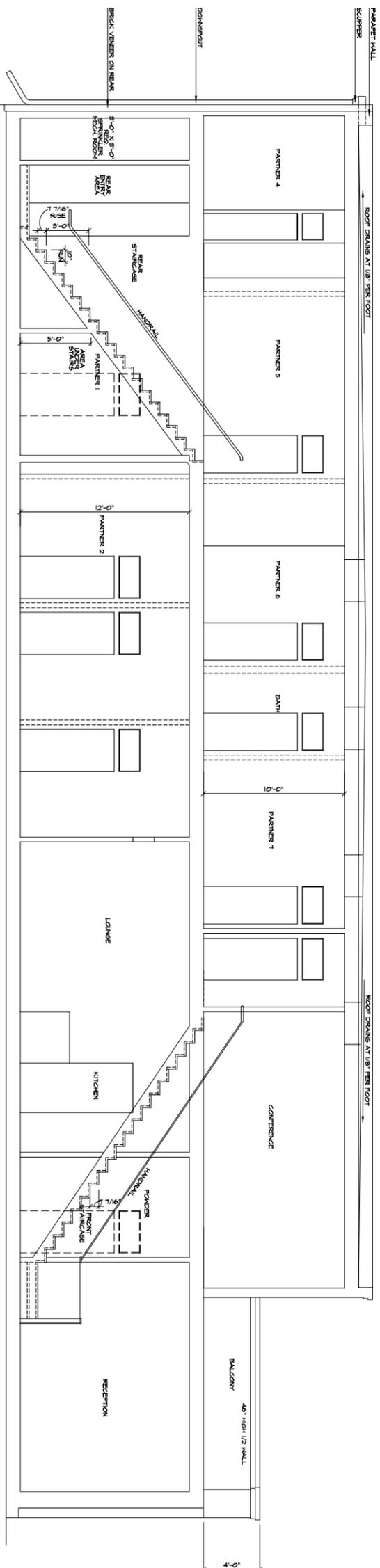
SCALE: 1/4" = 1'-0"



RELEASED 11.11.14



ROOF PLAN
SCALE: 1/4" = 1'-0"



SECTION VIEW THROUGH STAIRS
SCALE: 1/4" = 1'-0"

RELEASED 11.11.14

JOHN LIVELY & Associates
6000 WEST PARKER ROAD
SUITE 300
PLANO, TEXAS 75093
972.781.0855

BUILDING RENOVATION
1022 EAST 15TH STREET
HISTORIC DOWNTOWN PLANO, TEXAS

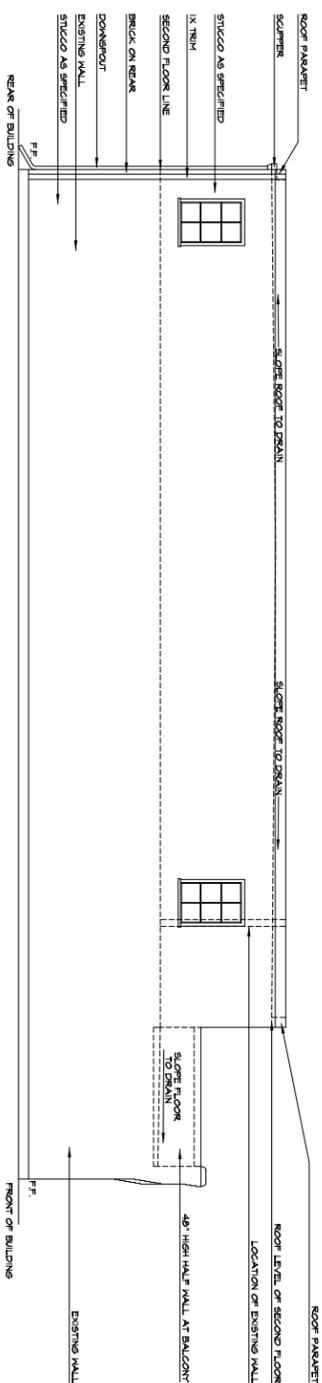
TIM JACKSON
CUSTOM HOMES
PH: 972.562.6623 FX: 972.562.6632

JOB Number
6391

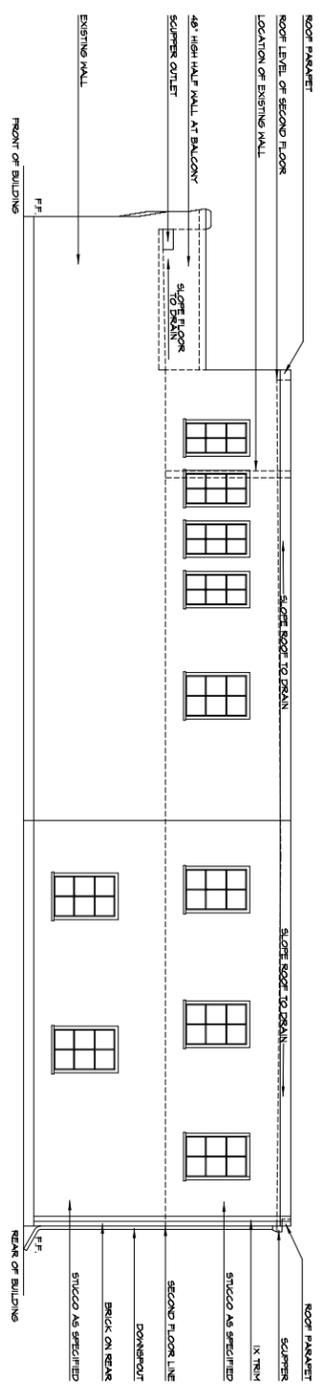
A-3
3 of 4

No.	Date	Task #	REVISIONS Description	By

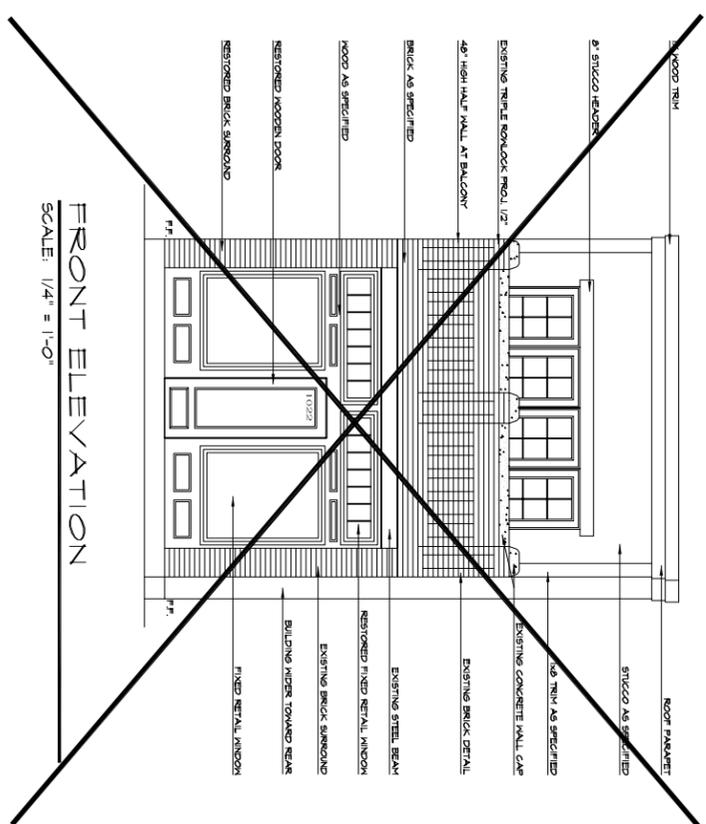
LIVELY & ASSOCIATES represents the copyright and other property rights in these plans and drawings. These plans and drawings are to be used only for the project and site named herein. Any reproduction, distribution, or use of these plans and drawings for any other project, in whole or in part, without the written consent of Lively & Associates is strictly prohibited. The user of these plans and drawings shall be responsible for obtaining all necessary permits and for compliance with all applicable laws, codes, and regulations. Lively & Associates shall not be held responsible for any errors or omissions in these plans and drawings, and shall not be held responsible for any consequences arising from the use of these plans and drawings.



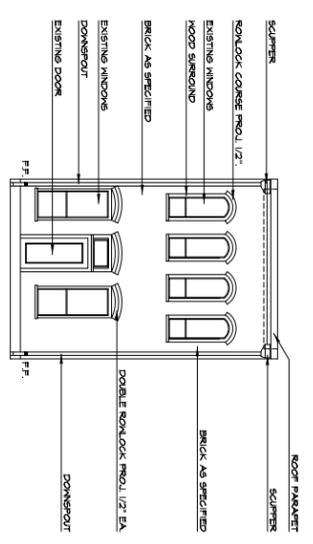
LEFT ELEVATION
SCALE: 1/8" = 1'-0"



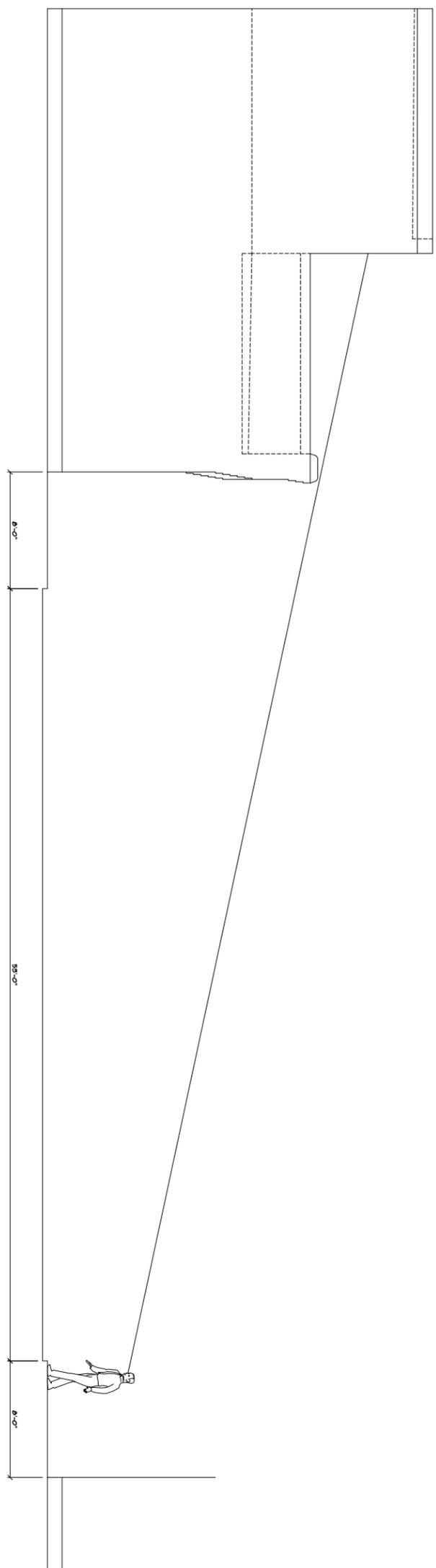
RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/8" = 1'-0"



RELEASED 11.11.14

JOHN LIVELY & Associates
6000 WEST PARKER ROAD
SUITE 500
DALLAS, TEXAS 75247
TEL: 972.781.4000
FAX: 972.781.0000

No.	Date	Task #	REVISIONS Description	By

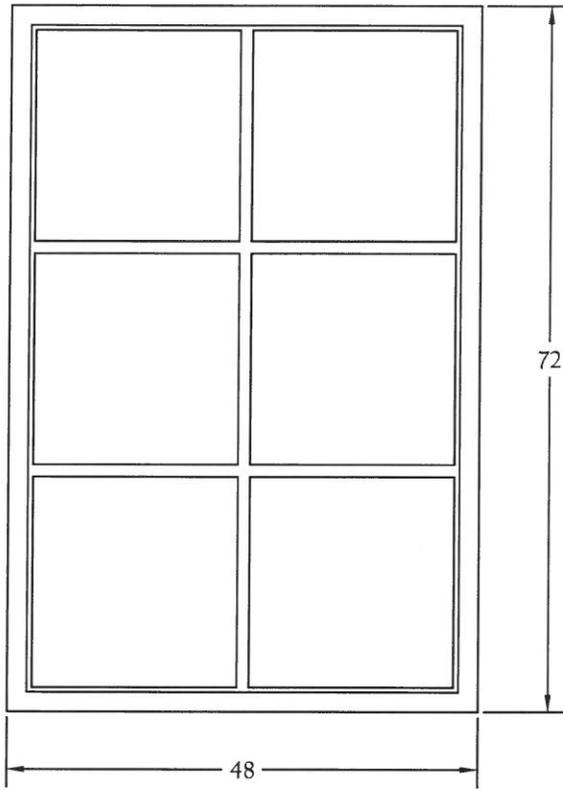
TIM JACKSON
CUSTOM HOMES
PH.972.562.6623 FX.972.562.6632

LOG Number
6391

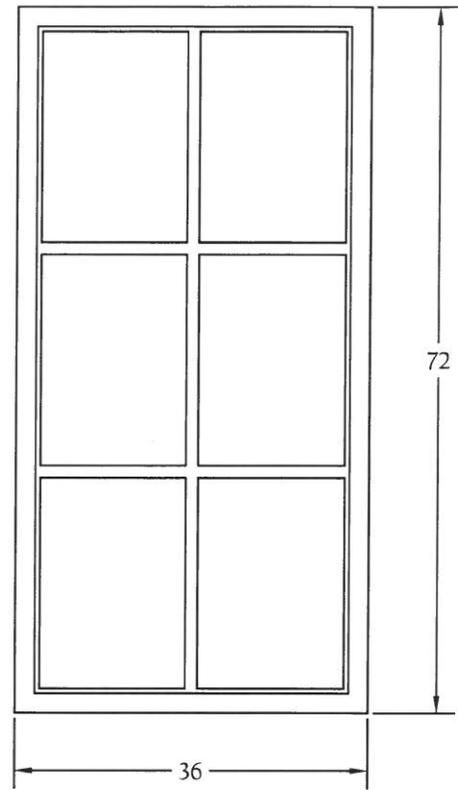
Sheet
A-2
2 of 4

BUILDING RENOVATION
1022 EAST 15TH STREET
HISTORIC DOWNTOWN PLANO, TEXAS

ATTACHMENT 2 - PROPOSED WINDOW AT EAST & WEST FACADE



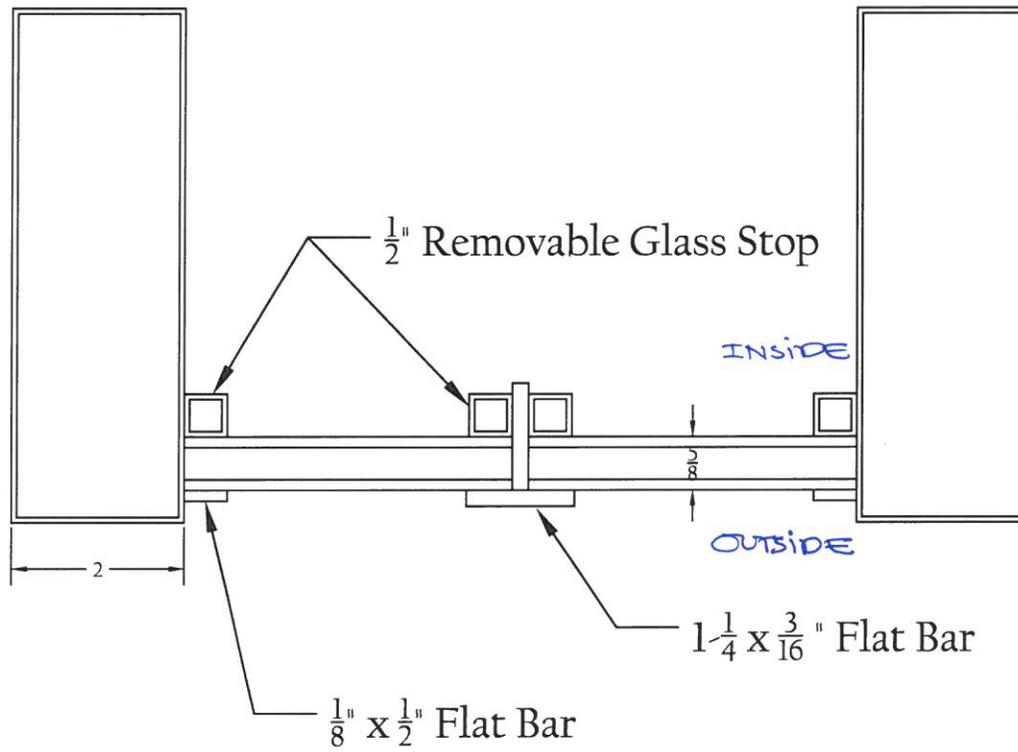
W03



W04

Cross-section of windows being added to east & west sides of building

ATTACHMENT 2 (CONTINUED)



Sample of
windows
being added to
east & west
sides of
building





Rough Opening Allowance = 1/2 Inch

Retail windows for 1st floor facing 15th street

SHOWN AT NET PRICE

Line # 1 Waiting Area



R.O. 73-7/8" x 73"
O.A. Box Size 73-3/8x72-1/2"

- DBLH-STUDIO-1; 69-3/8x65-9/16; 891.10
- Black Alum Clad AAMA.2605;
- LoE-366
- Preserve Glass N/C
- Tempered Glass 309.40
- LoE-366/Neat 66.50
- 7-1/2" Jamb Extension Applied 63.00

Sash 1
 U-Factor=0.3
 SHGC=0.22
 Visible Transmittance=0.51
 PG=CW-PG40
 Single Unit Rating Only

2 Each @	1330.00	2660.00
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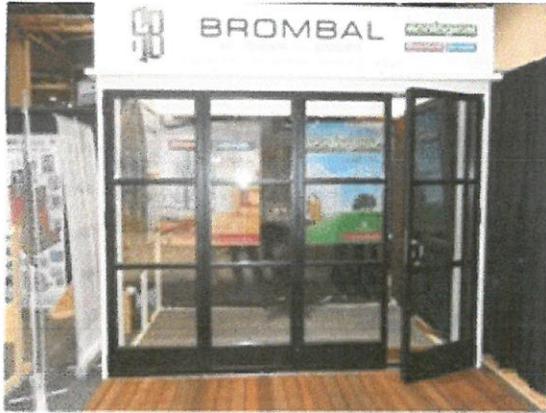
Quoted prices are good for 30 days (Expires: 11/15/2014) and are subject to correction of computational errors.

TOTAL NET PRICE	2660.00
SALES TAX (Taxable Amt: 2660.00)	219.45
TOTAL QUOTATION PRICE	2879.45

ATTACHMENT 3 - PROPOSED STOREFRONT WINDOW AT FRONT

ATTACHMENT 4 - PROPOSED FOLDING
DOOR ON SECOND FLOOR

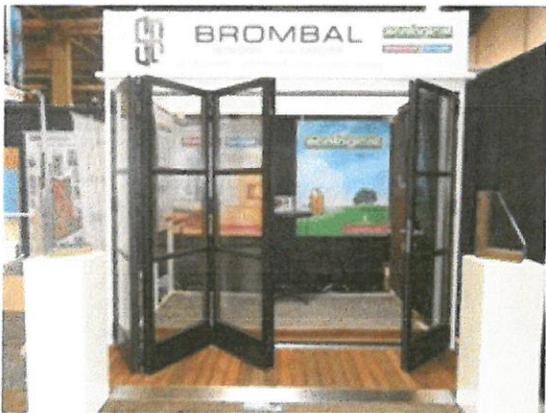
Doors for north end of 2nd floor:



Single Door Function



French Door Function



Partially Open



Fully Open

Doors for north end of 2nd floor.

ATTACHMENT 4 - PROPOSED FOLDING
DOOR ON SECOND FLOOR

Quote

Customer/ Job Address

Date: 10/15/2014

Tim Jackson Custom Homes
PO Box 712
Allen, TX 75013

Quote#: Q3685

Item	Location	Description	Qty	Rate	Total
Service-L...		Install Panda Door Unit	1	2,500.00	2,500.00
Quote		Panda Door Unit Folding Door System 144 x 96 2L and 2R Powder Coat Standard Color Black Std Track ADA 1" OA Clear LoE Tempered Glass Price includes install and applicable taxes.	1	18,552.20	18,552.20

Subtotal	\$21,052.20
-----------------	-------------

Total	\$21,052.20
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- *Quote valid for 30 days.
- *Orders NOT processed until signed estimate, drawing, confirmed dimensions and 50% deposit is received on custom orders.
- *8 week lead time on custom orders but can vary due to conditions outside of Entrada's control.
- *Deposit non-refundable for cancellation of custom order.
- *Custom door orders are considered final and cannot be returned. (this includes but not limited to size, design, shape, etc.)
- *Stock Orders - Re-Stocking fee 30% of sell price.
- *Faux finish is hand applied, therefore there will be variances in the color and texture. This is not considered a defect.
- *Any iron door with applied faux finish is considered custom and cannot be returned.
- *Any touch-ups or refinishes due to improper handling of the product will be done at an additional cost to the customer.
- *Entrada reserves the rights to photograph finished products on jobsites for marketing and advertising purposes.
- *By signing you acknowledge and agree that you have read and understand the above disclosures.
- *Lack of response within 24 hours (either by phone, email or fax) is considered acknowledgement

Signature X

DATE: November 18, 2014

TO: Honorable Mayor & City Council

FROM: Richard Grady, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of November 17, 2014

AGENDA ITEM NO. 6A - PUBLIC HEARING

ZONING CASE 2014-35

APPLICANT: MILLENNIUM MANAGEMENT COMPANY

Request to rezone 3.9± acres located on the south side of Hedgcoxe Road, 565± feet east of Custer Road **from** Retail **to** Planned Development-Retail. Zoned Retail.

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: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Restrictions:

The permitted uses and standards shall be in accordance with the Retail (R) zoning district unless otherwise specified herein.

Mini-warehouse/public storage is a permitted use subject to the following standards:

1. Maximum Height: Three stories, 38 feet.
2. Minimum Required Parking: One space for each 30 storage cubicles plus required parking for the office and caretaker's quarters. Parking spaces to be rented shall not be included in the requirement.
3. A 30-foot continuous landscape edge shall be located along Hedgcoxe Road. No parking shall be located in the front building setback.

FOR CITY COUNCIL MEETING OF: December 16, 2014 (To view the agenda for this meeting, see www.planotx.gov)

PUBLIC HEARING – ORDINANCE

EM/ks

xc: Joseph J. Tallal Jr., Millennium Management Company
Dallas Cothrum, Masterplan

<http://goo.gl/maps/t4RLM>

CITY OF PLANO

PLANNING & ZONING COMMISSION

November 17, 2014

Agenda Item No. 6A

Public Hearing: Zoning Case 2014-35

Applicant: Millennium Management Company

DESCRIPTION:

Request to rezone 3.9± acres located on the south side of Hedgcoxe Road, 565± feet east of Custer Road **from** Retail **to** Planned Development-Retail. Zoned Retail.

REMARKS:

The applicant is requesting to rezone 3.9± acres located on the south side of Hedgcoxe Road, 565± feet east of Custer Road from Retail (R) to Planned Development-Retail (PD-R). The R zoning district is intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing.

The requested zoning is Planned Development-Retail to allow for mini-warehouse/public storage as a permitted use and to modify development standards pertaining to required parking and maximum building height. A Planned Development (PD) district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions. Mini-warehouse/public storage is defined as, "a building(s) containing separate, individual, self-storage units of 500 square feet or less for rent or lease. The conduct of sales, business, or any activity other than storage shall be prohibited within any individual storage unit." The subject property is undeveloped and is part of a larger retail corner which features existing retail, service, restaurant, and medical office developments.

A preliminary site plan, Hedgcoxe-Custer Addition, Block A, Lot 5, accompanies this rezoning request as Agenda Item B.

Surrounding Land Use and Zoning

The property to the north, across Hedgcoxe Road, is in the City of Allen and is developed as retail, mini-warehouse/public storage, and a single-family subdivision. To the east, is a medical office building zoned R. To the south is a single-family subdivision zoned Single-Family Residence-7 (SF-7). To the west, is a proposed retail development and a medical office development currently under construction zoned R.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Neighborhood Commercial (NC). This request is in conformance with the future land use plan.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject properties.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request.

Public Safety Response Time - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site.

Proposed Planned Development Stipulations:

The requested zoning is Planned Development-Retail. There are two primary parts to this request: land use and building design standards.

Land Use - The applicant is proposing to retain R as the base zoning district with the additional use of mini-warehouse/public storage.

Design Standards - The requested design standards are to increase the allowable height to gain more flexibility in building design and to reduce the parking requirement.

Restrictions:

The permitted uses and standards shall be in accordance with the Retail (R) zoning district unless otherwise specified herein.

Mini-warehouse/public storage is a permitted use subject to the following standards:

1. Maximum Height: Three stories, 38 feet.
2. Minimum Required Parking: One space for each 30 storage cubicles plus required parking for the office and caretaker's quarters. Parking spaces to be rented shall not be included in the requirement.

ISSUES:

Rezoning Smaller Parcels for Individual Uses

The city's ordinances specifically disallow rezoning of smaller, individual parcels to accommodate one user and create an isolated zoning district, except where necessary to implement an adopted plan or study. Subsection 4.104 (Minimum District Size) of Section 4.100 (Planned Development District (PD)) of Article 4 (Special District Regulations) states, "no PD can be established smaller than five acres unless a specific finding is made by the City Council that the establishment of the district is required to implement the Comprehensive Plan or related study."

PDs should not be used as a form of legislative variance, but should further the city's goals as established in the Comprehensive Plan. The purpose of this request is to gain flexibility for the applicant in order to develop a specific building form, with limited parking. Staff does not find that the request is needed to implement the goals of the Comprehensive Plan. For this reason, staff does not support rezoning of this property for an individual PD due to violations of Subsection 4.104 (Minimum District Size) of Section 4.100 (Planned Development District (PD)) of Article 4 (Special District Regulations) of the Zoning Ordinance.

Mini-Warehouse/Public Storage Use

The Zoning Ordinance allows mini-warehouse/public storage in the R district with approval of a Specific Use Permit (SUP). The subject property has minimal street frontage, and is located mid-block between existing retail and medical office developments. Additionally, access to the site is limited based on its proposed configuration.

Several properties within the City of Plano have developed with mini-warehouse uses on retail corners with approval of an SUP. These uses are appropriate for retail zoned properties with limited visibility which may not be suitable for typical retail uses. Due to this property's location and existing and proposed adjacent developments, staff believes the subject property is appropriate for mini-warehouse/public storage use and would support a request for an SUP for the use on this property.

Parking

Mini-warehouse uses are required to provide a minimum of one parking space per 20 units plus parking for the office and caretaker's quarters. This parking standard has been applied consistently throughout the city. The applicant believes the required number of parking spaces is too onerous and is requesting to reduce the requirement from 44 to 35 spaces. There are several areas onsite which could accommodate the required spaces with minimal impact to the current layout. These areas include the portion of property in front of the gated entrance, along Hedgcoxe Road, which adjacent properties have used as parking both to the east and west. Additional parking can also be accommodated south of Building A. Staff believes that there is no compelling reason to rezone the property to reduce the parking requirement when the spaces can be accommodated on site with minimal impact to the development layout. Additionally, the

parking spaces are necessary to provide adequate parking for new customers as well as additional loading areas for patrons.

The following table illustrates recently approved mini-warehouse/public storage developments which have met the city's parking standards:

Project	Zoning	Acres	No. of Units	Parking Required	Parking Provided	Height in Feet	Height in Stories
Park Place Center, Block A, Lot 7R	PD-112-R	4.4	63 units	4	17	16'	1-story
U-Haul/Los Rios, Block A, Lot 2	PD-304-LI-1	6.9	337 units	17	17	15'	1-story
Parkwood Storage, Block A, Lot 1R	CE	2.9	1,060 units	58	58	50'	4-story

Staff researched nearby cities and provided some information on their associated parking calculations. The last column represents the parking that would be required if the subject property were to develop within the respective city.

City	Parking Ratio	Additional Parking	Subject Property's Minimum Parking
Frisco	Six spaces per complex outside of the security gates and accessible to the public.	Interior parking spaces for loading and unloading may be included as parallel spaces between the fire lane and storage buildings.	6
Richardson	One space per 20 units plus parking required for office areas.	N/A	44
McKinney	Four parking spaces.	A 12-foot wide loading zone required in front of all units and shall not conflict with required fire lanes. A single loading zone may accommodate units on both sides of fire lane.	41 (4 plus the equivalent of 37 spaces within required loading zones)
Dallas	Six spaces.	N/A	6
Allen	No base requirement.	Parking for office, retail and caretaker residence.	4

Based on this research, the Planning & Zoning Commission may wish to call a public hearing to consider amending parking standards for mini-warehouse/public storage uses.

Height

The R zoning district restricts building height to two stories, 35 feet. The applicant is requesting to exceed the maximum height in order to construct a three story, 38-foot tall building along the eastern property line. The height restrictions in the R zoning district were established due in great part to the proximity of residential uses. In the case of the subject property, there is an existing residential subdivision immediately to the south. Residents within the city have a reasonable expectation that buildings adjacent to their properties will respect current height regulations.

Although the requested height increase to 38 feet is minimal, the resulting bulk of a dense, three story building with additional height is out of place in a traditional retail corner. The current restriction is intended to allow for the full height of suburban-style commercial structures to be developed with pitched roofs and required screening for roof mounted mechanical units. These developments are more in keeping with adjacent residential subdivisions, which generally have two story, 35 feet height limits.

Additionally, in lieu of a single three story building, staff believes it is possible for the applicant to construct multiple two story buildings, or modify their site design while remaining under the existing R height regulations. Since the height can be accommodated by modified building design, and due to the adjacent residential uses, staff is not in support of increasing the height on the subject property.

SUMMARY:

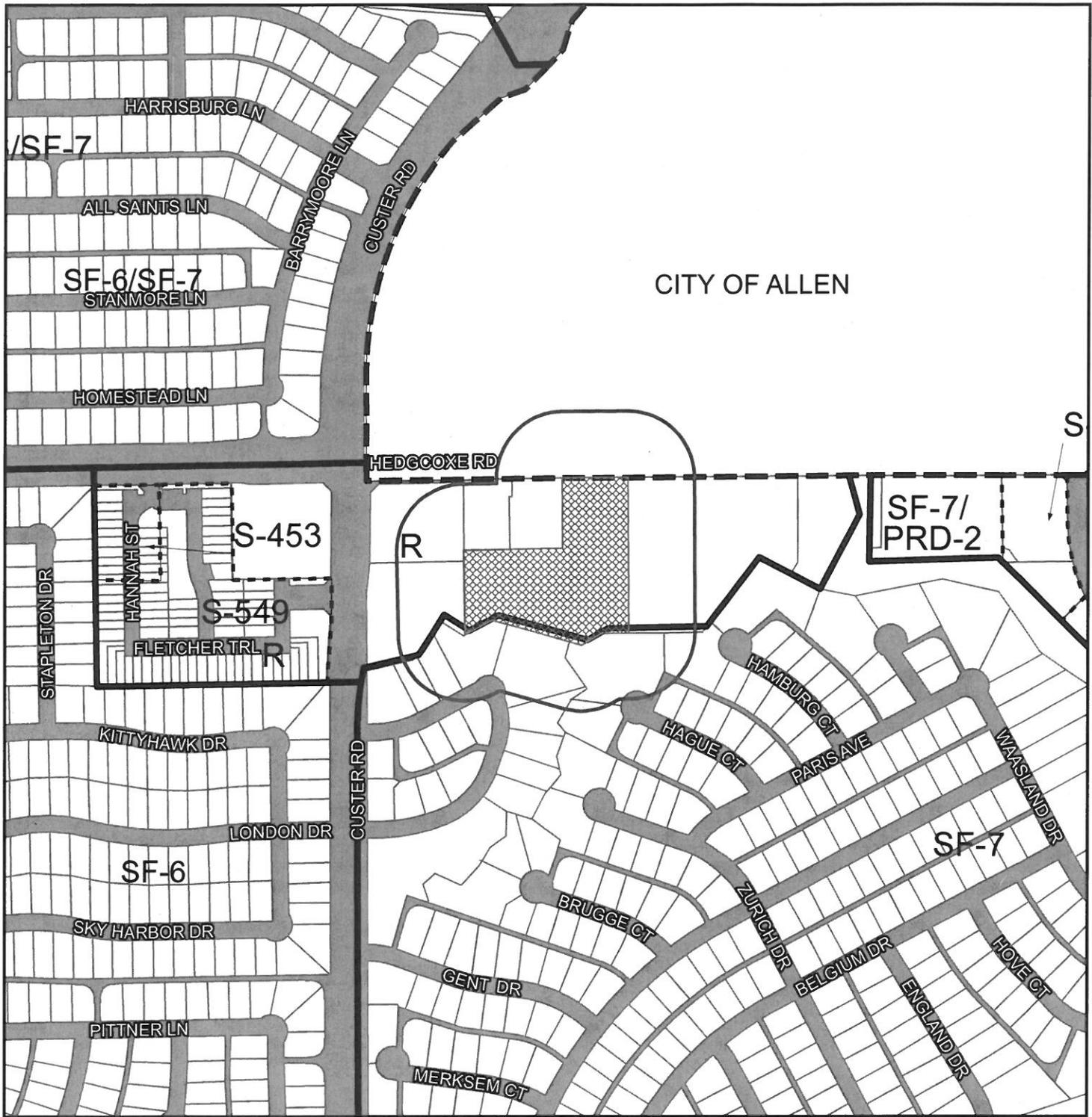
The applicant is requesting to rezone 3.9± acres located on the south side of Hedgcoxe Road, 565± feet east of Custer Road from Retail to Planned Development-Retail to allow for mini-warehouse/public storage as a permitted use with modified development standards. The proposed mini-warehouse/public storage use is consistent with surrounding zoning and development, and the Future Land Use Plan designation of Neighborhood Commercial.

Staff is not in support of a reduction in parking and believes the current required spaces are necessary for patrons and would have minimal impact on the layout of the site. Staff is also not in support of increasing the height on the property in order to gain more flexibility in building height and density. Finally, the Zoning Ordinance prohibits creating a PD less than five acres in size without compelling justification that the request furthers the goals of the Comprehensive Plan.

Staff believes the property is appropriate for the proposed use and would be in support of an SUP to allow for mini-warehouse/public storage use on the subject property. However, due to the requested modifications, staff believes individual PD zoning is inappropriate for the subject property and therefore recommends denial of the zoning request.

RECOMMENDATION:

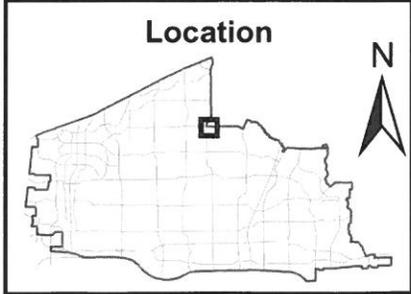
Recommend for denial.



CITY OF ALLEN

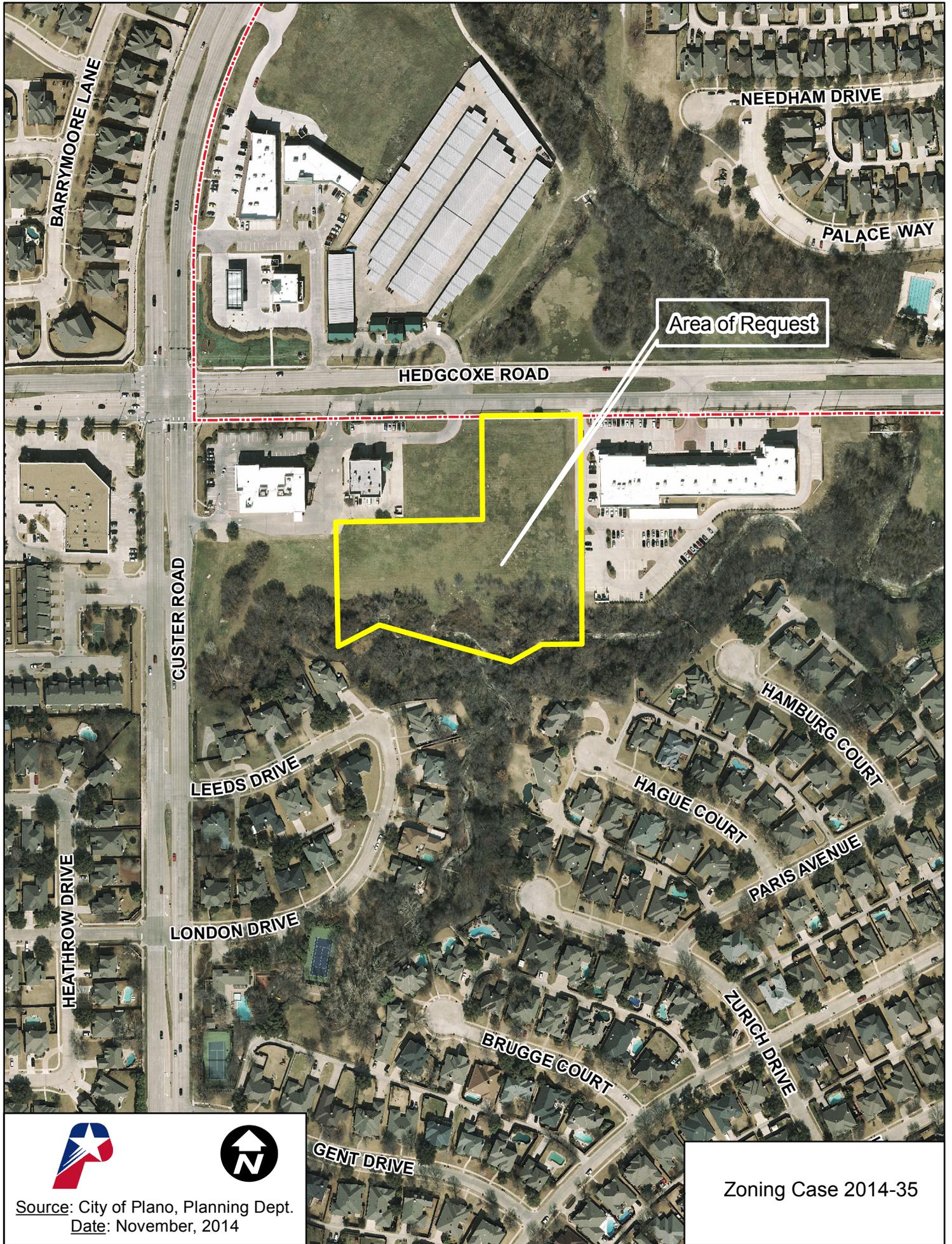
Zoning Case #: 2014-35

Existing Zoning: RETAIL



- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- City Limits
- - - Specific Use Permit
- Right-of-Way

Source: City of Plano Planning Department



Area of Request

HEDGCOXE ROAD

NEEDHAM DRIVE

PALACE WAY

BARRYMOORE LANE

CUSTER ROAD

LEEDS DRIVE

HAMBURG COURT

HAGUE COURT

PARIS AVENUE

HEATHROW DRIVE

LONDON DRIVE

ZURICH DRIVE

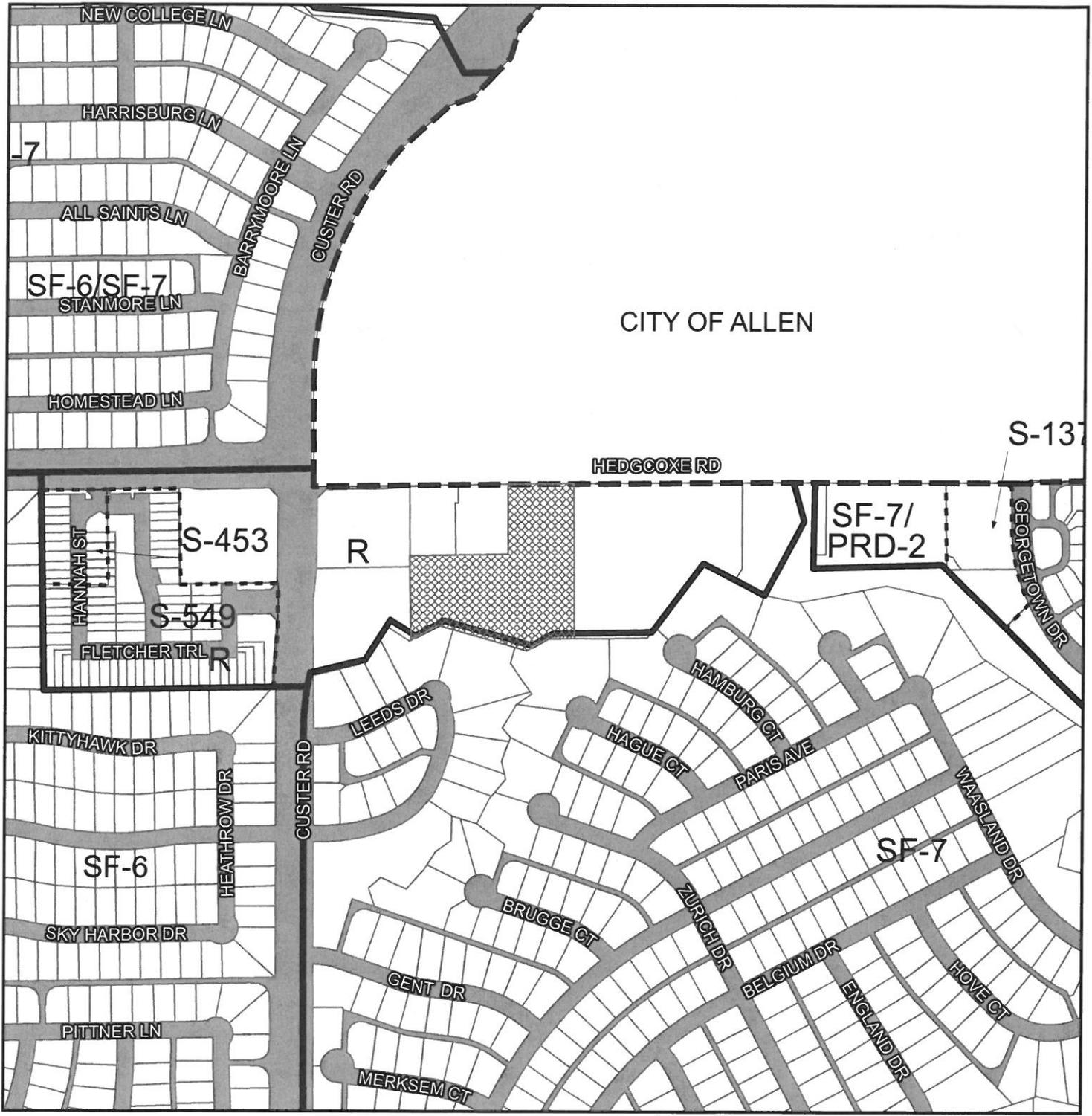
BRUGGE COURT

GENT DRIVE



Source: City of Plano, Planning Dept.
Date: November, 2014

Zoning Case 2014-35



CITY OF ALLEN

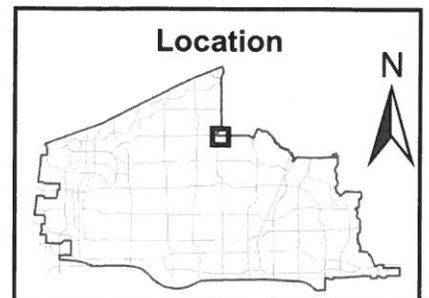
S-137

Item Submitted: PRELIMINARY SITE PLAN

Title: HEDGCOXE-CUSTER ADDITION
BLOCK A, LOT 5

Zoning: RETAIL

- 200' Notification Buffer
- ▨ Subject Property
- Zoning Boundary
- City Limits
- - - Specific Use Permit
- Right-of-Way



Source: City of Plano Planning Department

Zoning Case 2014-35

An Ordinance of the City of Plano, Texas amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 3.9± acres of land out of the Grizzell Kennedy Survey, Abstract No. 499, located on the south side of Hedgcoxe Road, 565± feet east of Custer Road in the City of Plano, Collin County, Texas, from Retail to Planned Development-493-Retail; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability 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 16th day of December, 2014, for the purpose of considering rezoning 3.9± acres of land out of the Grizzell Kennedy Survey, Abstract No. 499, located on the south side of Hedgcoxe Road, 565± feet east of Custer Road in the City of Plano, Collin County, Texas, from Retail to Planned Development-493-Retail; 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 16th day of December, 2014; 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. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 3.9± acres of land out of the Grizzell Kennedy Survey, Abstract No. 499, located on the south side of Hedgcoxe Road, 565± feet east of Custer Road in the City of Plano, Collin County, Texas, from Retail to Planned Development-493-Retail, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to the following:

Restrictions:

The permitted uses and standards shall be in accordance with the Retail (R) zoning district unless otherwise specified herein.

Mini-warehouse/public storage is a permitted use subject to the following standards:

1. Maximum Height: Three stories, 38 feet.
2. Minimum Required Parking: One space for each 30 storage cubicles plus required parking for the office and caretaker's quarters. Parking spaces to be rented shall not be included in the requirement.
3. A 30-foot continuous landscape edge shall be located along Hedgcoxe Road. No parking shall be located in the front building setback.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section VII. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

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

PASSED AND APPROVED THIS THE 16TH DAY OF DECEMBER, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ZONING CASE 2014-35

BEING all that certain lot, tract, or parcel of land situated in the Grizzell Kennedy Survey, Abstract No. 499 in the City of Plano, Collin County, Texas, and being a part of Lot 5 in Block A of the Revised Conveyance Plat of Lots 5 and 6 in Block A of Hedgcoxe-Custer Addition, an addition to the City of Plano, Texas according to the plat thereof as recorded in Volume 2014, Page 74 of the Plat Records of Collin County, and being a part of the property described in Special Warranty Deed to Custer Hedgcoxe JV as recorded under Instrument No. 20140227000185050 of the Deed Records of Collin County, Texas, and a portion of the Hedgcoxe Road right-of-way and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" found in concrete for the northeast corner of said Lot 5 of the Revised Conveyance Plat of Lots 5 and 6 in Block A of Hedgcoxe-Custer Addition in the south right-of-way line of Hedgcoxe Road (variable width right-of-way), said point of beginning also being the northwest corner of Lot 3 in Block A of Hedgcoxe-Custer Addition, an addition to the City of Plano, Texas according to the plat thereof as recorded in Cabinet 2009, Page 354 of the Plat Records of Collin County, Texas;

THENCE South, $00^{\circ} 22' 28''$ East, and following along the common line of said Lots 3 and 5 for a distance of 472.51 feet to the southeast corner of said Lot 5 in Russell Creek and being in the north line of Block 2 of Oakwood Glen Addition to the City of Plano, Texas, according to the plat thereof as recorded in Cabinet C, Page 328 of the Plat Records of Collin County, Texas;

THENCE South, $89^{\circ} 06' 50''$ West and following along the south line of said Lot 5 in Russell Creek for and common to Block 2 of Oakwood Glen Addition for a distance of 82.16 feet to a point for corner;

THENCE South, $60^{\circ} 48' 43''$ West, and continuing along the south line of said Lot 5 in Russell Creek and common to Block 2 of Oakwood Glen Addition for a distance of 73.82 feet to a point for corner;

THENCE North, $74^{\circ} 22' 58''$ West, and continuing along the south line of said Lot 5 in Russell Creek and common to Block 2 of Oakwood Glen Addition for a distance of 281.60 feet to a point for corner;

THENCE South, $62^{\circ} 32' 52''$ West, and continuing along the south line of said Lot 5 in Russell Creek and common to Block 2 of Oakwood Glen Addition for a distance of 95.29 feet to a point for the southwest corner of said Lot 5, said point also being the southeast corner of the aforementioned Lot 6 in Block A of Hedgcoxe-Custer Addition, an addition to the City of Plano, Texas according to the plat thereof as recorded in Volume 2014, Page 74 of the Plat Records of Collin County, Texas;

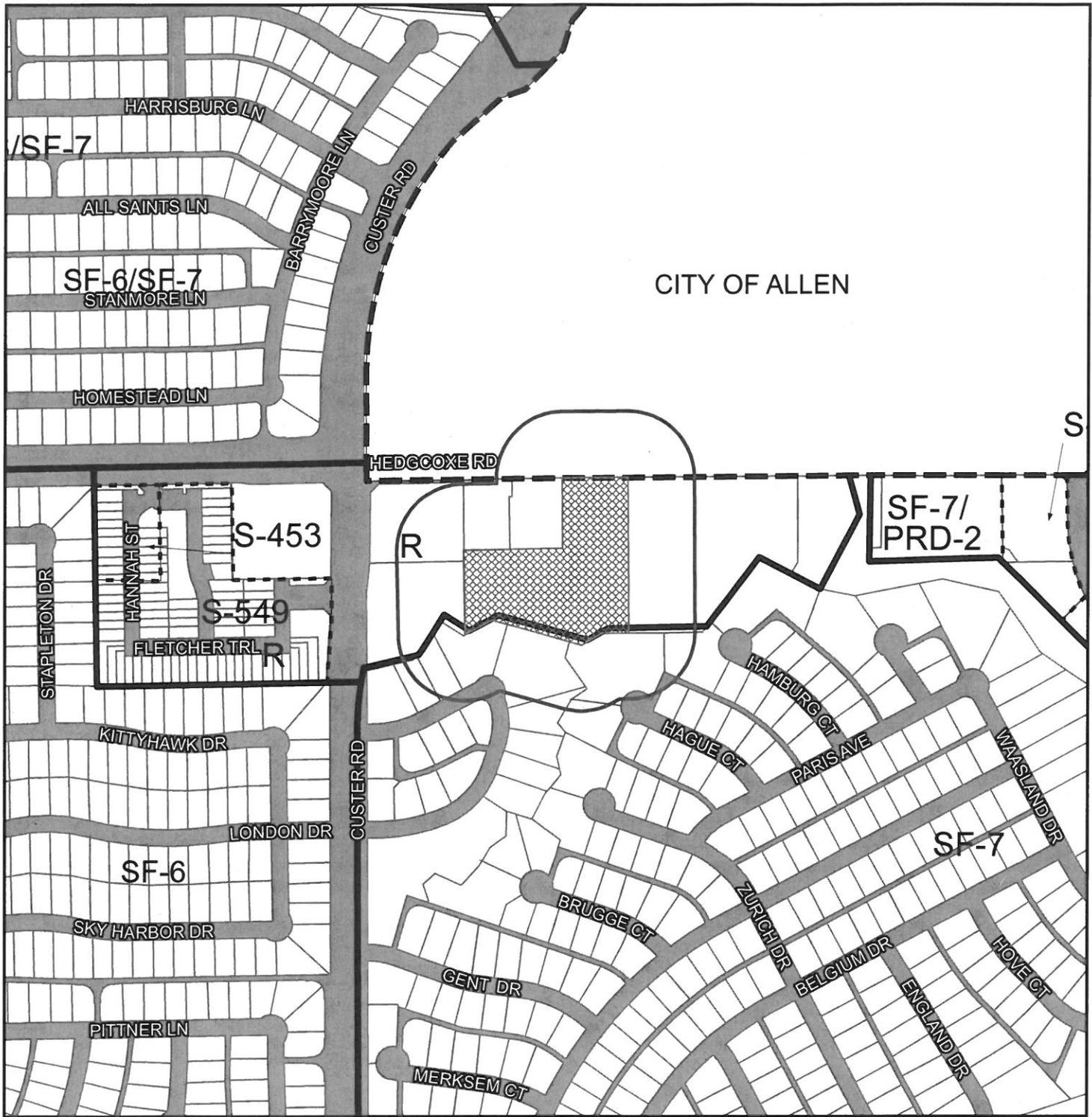
THENCE North, 00° 56' 37" West, and following along the common line of said Lots 5 and 6 for a distance of 256.54 feet to an "X" set in concrete for the southwest corner of Lot 1 in Block A of Hedgcoxe-Custer Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet P, Page 99 of the Plat Records of Collin County, Texas;

THENCE North, 89° 03' 23" East, and passing the southeast corner of said Lot 1 at a distance of 140.07 feet and continuing in all for a distance of 301.76 feet to a 5/8-inch iron rod found for corner;

THENCE North, 00° 22' 28" West, for a distance of 214.55 feet to a 5/8-inch iron rod found for corner in the aforesaid Hedgcoxe Road;

THENCE North, 89° 10' 07" East, and following along the south line of said Hedgcoxe Road for a distance of 25.21 feet to a 5/8-inch iron rod found for corner;

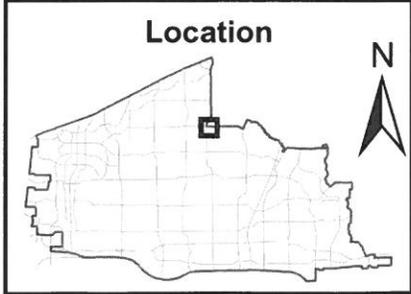
THENCE North, 89° 30' 58" East, and continuing along the south line of said Hedgcoxe Road for a distance of 177.98 feet to the POINT OF BEGINNING and CONTAINING 3.943 acres of land, more or less.



CITY OF ALLEN

Zoning Case #: 2014-35

Existing Zoning: RETAIL



- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- City Limits
- - - Specific Use Permit
- Right-of-Way

Source: City of Plano Planning Department



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		December 16, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): Doris Carter, ext. 5350				
CAPTION				
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 2013-2014 grant year. The public will be given an opportunity to speak on the report during the public hearing.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): NA				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Conducting a Public Hearing on the Consolidated Annual Performance Evaluation Report relates to the City's goal of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
SUMMARY OF ITEM				
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 the plan and make comment on the plan at two public hearings. The first public hearing is with the Community Relations Commission, and the second at a City Council meeting. The City publishes a notice in the local newspaper and places the information on the website as notice of these meetings. After the hearings take place, public 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				



Memorandum

DATE: December 2, 2014

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

FROM: Shanette Brown, Community Services Manager

RE: 2013-14 Consolidated Annual Performance Evaluation Report

Please find attached the Consolidated Annual Performance Evaluation Report (CAPER) which conveys the use of U.S. Department of Housing and Urban Development (HUD) funds in Plano. The report is prepared as an annual requirement for continued entitlement of federal dollars. Its purpose is to inform the public of the use of these funds during the most recent 12-month grant cycle, October 1, 2013 through September 30, 2014.

To summarize, Plano expended \$1,572,352 in federal funds from HUD during the 2013 grant year. One hundred percent of funds expended were used to provide housing and/or public services. A total of 270 low-income individuals and 126 low-income households obtained assistance. Additionally, projects focused on creating and sustaining housing included eight new affordable houses, 31 housing rehabilitations, and down payment and closing cost assistance for five first-time homebuyers.

The City of Plano also provided \$385,533 in Buffington Community Services Grant funds to provide short-term, urgent economic assistance and care services to Plano residents. City funds assisted 11,501 individuals and 458 households in need. These accomplishments directly support the strategies, objectives and outcomes established in the current 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:

Counseling/Advocacy	6084
Elderly	1288
Employment Training	17
Health Services	2714
Homeless / At-Risk of Homelessness	621
Rent and Utility Assistance	368
Youth	1060

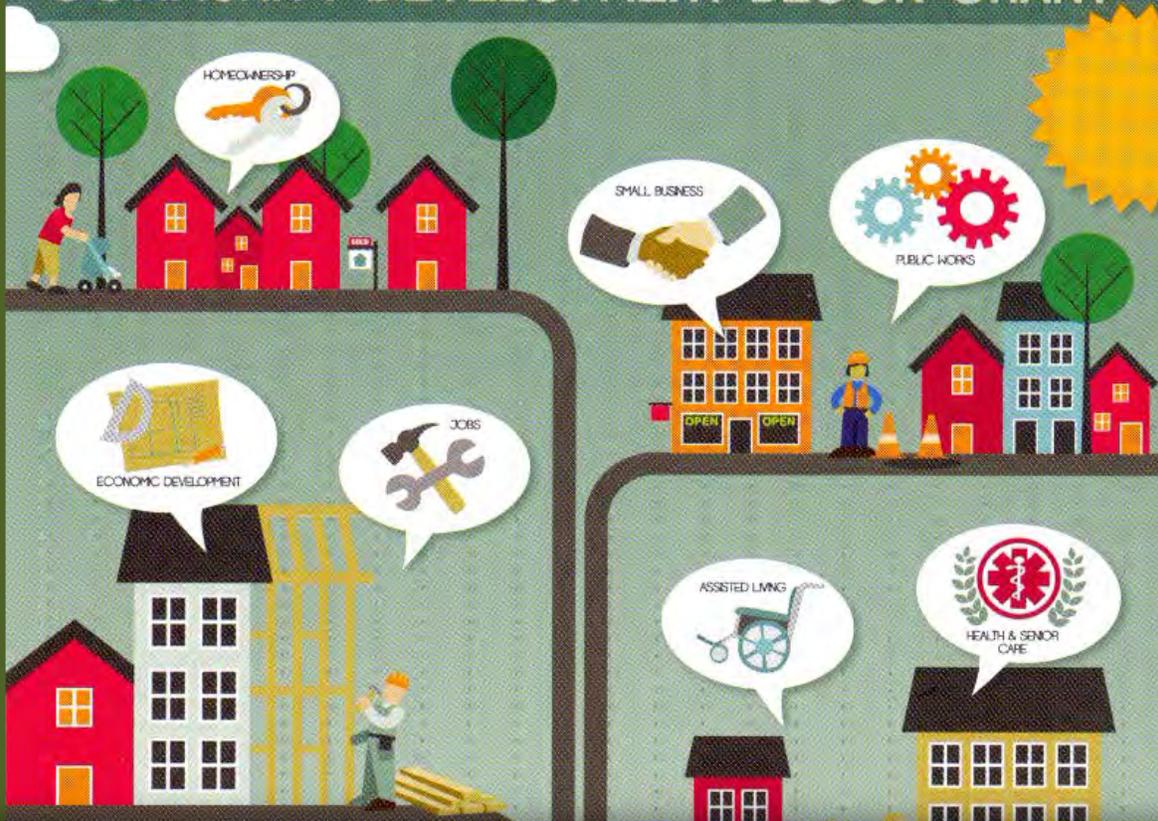
The impact of these funds is felt throughout Plano, helping to stabilize those individuals in need of assistance.

The Community Relations Commission held a public hearing and commented on the report at a meeting on November 18, 2014. There were no comments from the public and minor modifications were made as a result of Commissioner comments and suggestions. Please contact me if you have questions regarding any of the information contained in the report.



CDBG

COMMUNITY DEVELOPMENT BLOCK GRANT



2013 City of Plano Consolidated Annual Performance Evaluation Report

Prepared for
United States Department of
Housing and Urban Development



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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 2013 CAPER is used by HUD and the City to evaluate progress and performance during October 1, 2013 through September 30, 2014, the fourth 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

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 2013-14 program year (PY), the City of Plano received an entitlement of \$1,535,127 in Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds and \$153,046 in program income. The total expended for CDBG and HOME, in the amount of \$1,572,352, includes funds from PY 2013-14 and prior years. General funds totaled \$385,533. All unexpended federal funds will carry over to PY 2014. 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.

Program	PY 2013 Entitlement Funds	PY 2013 Program Income	PY 2013 Expenditures (includes prior year funds)	PY 2013 balance
CDBG	\$ 1,179,994	\$ 131,395	\$ 1,195,838	\$ 910,539
HOME	\$ 355,133	\$ 21,651	\$ 376,514	\$ 257,777
BCSG	\$ 385,533	\$ 0	\$ 385,533	\$ 0
TOTALS	\$ 1,920,660	\$ 153,046	\$ 1,957,885	\$ 1,168,316

Table 2.1 Grant Balance

2.1 Federal Funds

The City of Plano recognizes the important role of nonprofit organizations within our community. Table 2.2 lists agencies (with corresponding HUD activity number) that received CDBG and/or HOME funds to help the City of Plano serve residents during the 2013 program year.

2013 Activities	HUD Activity Number
Boys and Girls Club of Collin County	606
Communities in Schools Dallas Region	607
Samaritan Inn (Transitional Shelter)	608

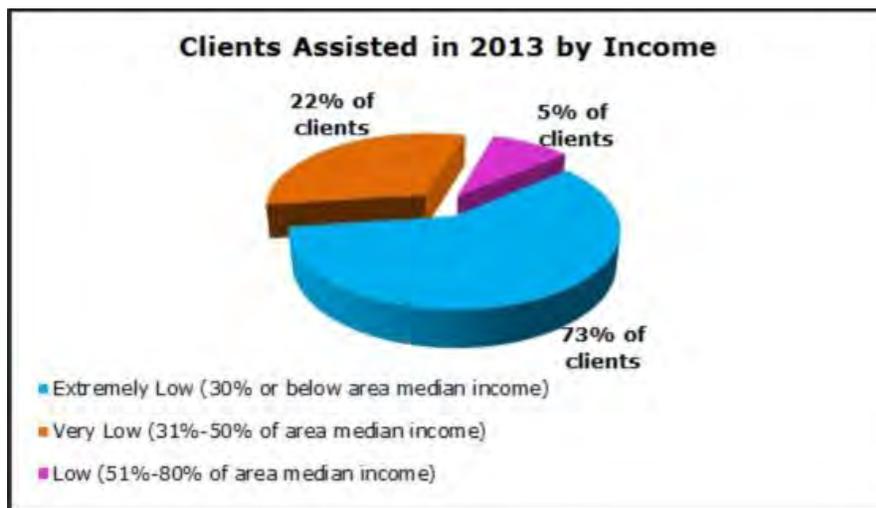
Summary of Resources and Distribution of Funds

2

2013 Activities	HUD Activity Number
City of Plano Homelessness Prevention (Samaritan Inn)	609
City of Plano Housing Rehabilitation Program	576, 610
Galaxy Counseling Center	611
LaunchAbility	612
Texas Muslim Women's Foundation	613
City of Plano First Time Homebuyer Program	543, 604, 614, 617, 619, 620, 623
Christ United Methodist Church	580
Plano Housing Corporation	596, 600, 615, 624
Habitat for Humanity of South Collin County	516, 517, 518, 519, 557, 621

Table 2.2 2013 Plano CDBG/HOME Agencies

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, 270 individuals and 126 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.



Picture 2.1

2 Summary of Resources and Distribution of Funds

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 2013 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 2013, \$385,533 in general funds were set aside for BCSG grants. The following agencies received BCSG funds:

Agency Names	
Assistance Center of Collin County	Health Services of North Texas, Inc. – Mental Health
Assistance League of Greater Collin County	Health Services of North Texas, Inc. – Nutrition Center
CASA of Collin County	Hope's Door
Children's Advocacy Center of Collin County	Jewish Family Service of Dallas
City House, Inc. – Runaway Homeless Youth	Journey of Hope Grief Support Center, Inc.
City House, Inc. – Transitional Living	Lifesource
Collin County Adult Clinic	Maurice Barnett Geriatric Wellness Center, Inc. – Gatekeepers
Collin County Committee on Aging	Maurice Barnett Geriatric Wellness Center, Inc. – Preventive Healthcare
Dental Health Programs dba Community Dental Care	Plano Children's Medical Clinic
Family Outreach, Richardson-Plano, Inc.	The Turning Point Rape Crisis Center

Table 2.3 2013 Plano BCSG Agencies

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,

Summary of Resources and Distribution of Funds

2

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. During PY 2013, 11,501 individuals and 332 families/households living in Plano were assisted with BCSG funds.

In summary, the City of Plano assisted 11,771 individuals and 458 families/households living within the city limits through a combination of HUD and general 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 2013 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 Strategy

Strategy DH: Encourage the provision of decent, safe and affordable housing for low and moderate income and special needs residents.

Five 2013-14 program activities are categorized under the Decent Housing Strategy of the Consolidated Plan. The objectives are as follows:

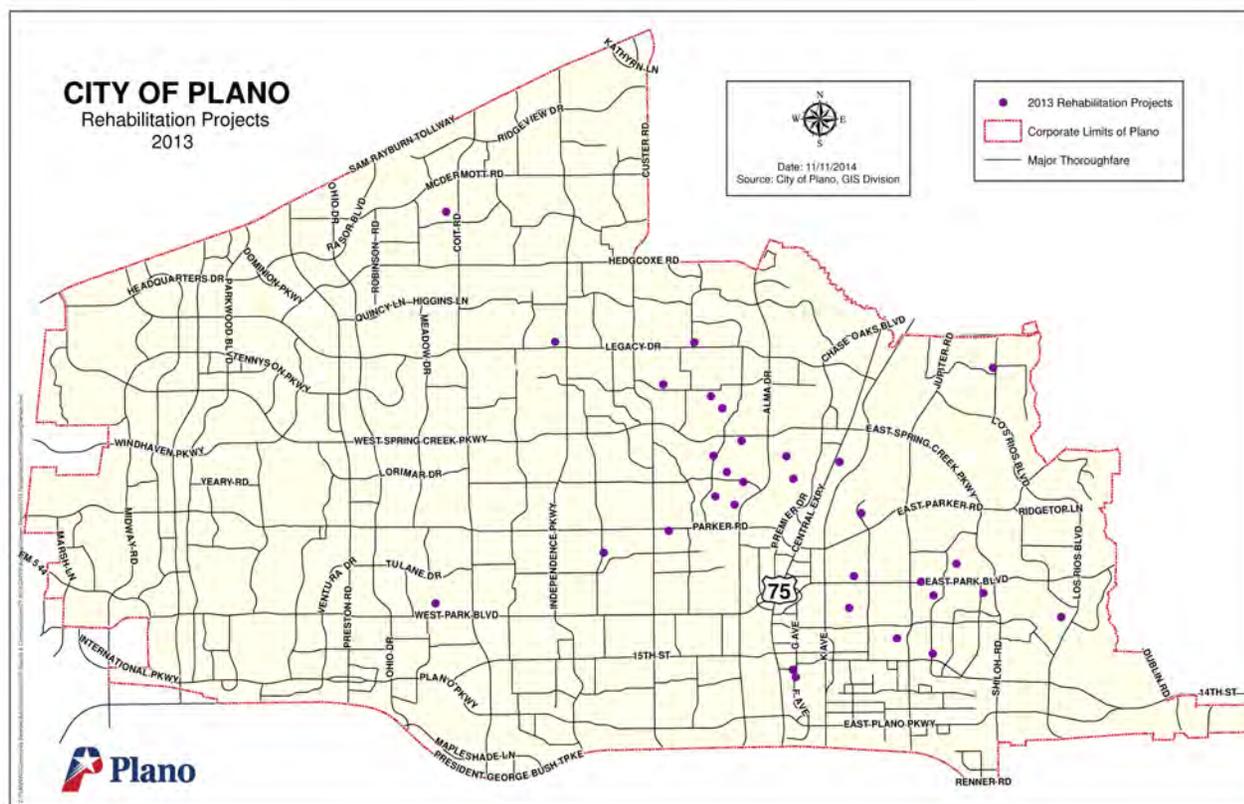
3.1.1 Objective DH-1.1

Continue to preserve and enhance existing housing stock through home rehabilitation.

3.1.1.1 City of Plano Housing Rehabilitation

Several neighborhoods throughout the City have benefited from rehabilitation projects completed during PY 2013-14. Approximately \$773,170 in CDBG funds were used for home rehabilitations and emergency repairs for 31 households. Of the 31 households assisted, five were categorized as extremely low, 11 very low and 15 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 2013 program year showed improvement in the HERS rating, specifically, an average of 23% as a result of the rehabilitation. The 2013 City of Plano Housing Rehabilitation project location map (Picture 3.1) shows housing rehabilitation program activities during PY 2013-14.



Picture 3.1

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. During PY 2013-14, this agency helped create affordable homeownership opportunities for two low income homebuyers and moved forward with completing construction on two additional homes. A total of \$155,897 in HOME funds were spent for these activities and associated operational expenses. Because available land for new construction is limited, the service provided is very important to the City.

3 Narratives of Consolidated Plan Goals and Objectives

3.1.2.2 First Time Homebuyer Program

The City of Plano's First Time Homebuyer Program increases homeownership opportunities for qualified buyers. In PY 2013-14, the City of Plano continued to collaborate with two neighboring cities as the central homebuyer education provider with 215 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 \$38,153 in CDBG and \$21,838 in HOME funds to assist five low income households with the purchase of a home in Plano. The 2013 City of Plano First Time Homebuyer Project Location map (Picture 3.2) shows where homes were purchased.



Picture 3.2

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 2013-14, the organization completed five homes and moved forward with completing construction on one additional home. The infill housing project has created affordable homes for low income families and improved the neighborhood substantially. Habitat spent \$134,131 in HOME funds for development costs.

3.1.2.4 Christ United Methodist Church

Christ United Methodist Church has a unique project known as "House on the Corner." With mostly 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 \$29,214 in HOME funds during the 2013-14 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. "Responsible Entities" assume HUD's authority regarding compliance with federal laws and regulations. The City completed an environmental review for activities that PHA will undertake using its HUD Capital Fund allocation and certified PHA's initiatives as compliant with the Consolidated Plan.

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 2013-14, the City passed one resolution in support of the Villas at Plano Gateway Senior Living development, a proposed 292 affordable housing development for seniors at 477 Shiloh Road, Plano, TX.

Narratives of Consolidated Plan Goals and Objectives

3.2 Suitable Living 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.

Seven 2013-14 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 Objective SL-2.1b

Support and assist with the creation of additional shelter, supportive services, and transitional housing for homeless and under-housed.

3.2.1.2.1 Samaritan Inn Transitional Shelter

The Samaritan Inn Transitional Shelter program provided shelter and supportive services aimed to restore self sufficiency to 66 homeless persons from Plano. The agency used \$34,100 in CDBG funds for program staff salary.

3.2.1.2.2 Texas Muslim Women's Foundation

The Texas Muslim Women's Foundation provided shelter and supportive services for victims fleeing domestic violence. The agency used \$15,000 in CDBG funds to provide program services to 13 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 119 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 \$35,000 in CDBG funds to carry out program activities.

3.2.2.2 Communities in Schools

Communities in Schools spent \$13,464 in CDBG funds to conduct a mentoring and tutoring program for at-risk youth. Funds were used to pay for the salary and benefits of one caseworker at Armstrong Middle School. Program services were provided to a total of 35 low income youths.

3.2.2.3 Galaxy Counseling Center

Galaxy Counseling Center offered child and family counseling through affordable mental health services for families in need. The agency used \$6,813 in CDBG funds to provide program services to 33 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 continues to administer the City of Plano's Homelessness Prevention Program. The program provided emergency rent, mortgage, and/or utility assistance to 36 Plano households at-risk of homelessness and spent \$67,000 in CDBG funds. Participating households received financial assistance and case management services.

3.3 Economic Opportunity Strategy

Strategy EO: Encourage economic opportunities that promote private investment for low and moderate income persons and area workforces.

One 2013-14 program activity is defined within the Economic Opportunity Strategy. The objective is listed below:

Narratives of Consolidated Plan Goals and Objectives

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 2013-14, LaunchAbility assisted 17 Plano residents with cognitive disabilities in obtaining and maintaining employment. The agency spent \$5,356 in CDBG funds to provide program services.

3.4 Other 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 \$272,153 in CDBG and HOME funds administering the 2013-14 program activities to include salaries, training/professional development, 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 \$385,533 were awarded for 20 programs at 17 agencies listed in Table 2.2. A total of 11,833 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. Table 3.1 provides a summary of agencies and programs funded through BCSG in PY 2013-14.

Agency(s)	Service Description
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	Clothing for school children

Narratives of Consolidated Plan Goals and Objectives

3

Agency(s)	Service Description
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 Health Services of North Texas Community Dental Care	Medical/dental care
Health Services of North Texas Journey of Hope Turning Point Rape Crisis Center	Crisis counseling and/or intervention services
Lifesource	Financial Assistance
Assistance Center of Collin County	Information and referral

Table 3.1

Assessment of Consolidated Plan Goals & Objectives

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 2013; year four of the five-year plan. The last column of the chart reflects outcome achievement by percentage.

Decent Housing Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Objective DH-1.1: Preserve and enhance existing housing stock through home rehabilitation								
Rehabilitate/Improve existing home stock (units)	95	34	36	43	31		144	151%
Offer and Market programs to rehabilitate existing rental stock (meetings)	10	0	1	2	6		9	90%
Objective DH-1.2: Continue to create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation.								
Assist homebuyers through education and homebuyer assistance (households)	60	11	13	10	5		39	65%
Inventory available parcels and evaluate their feasibility for affordable housing development (develop land map)	1	0	0	1	0		1	100%

Table 4.1 Numerical Summary

Assessment of Consolidated Plan Goals & Objectives

4

Decent Housing Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Objective DH-1.3: Increase and support affordable rental housing opportunities in Plano.								
Support PHA to maintain affordable housing developments (environmental- reviews)	5	1	1	1	1		4	80%

Table 4.1

Suitable Living Environment Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Objective SL-2.1: Develop and upgrade public facilities and infrastructure to help lower income persons, those with special needs and neighborhoods in need.								
Continue to assist with housing accessibility modifications for elderly and disabled residents within the City of Plano (households)	5	5	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		97	97%

Table 4.1

4

Assessment of Consolidated Plan Goals & Objectives

Suitable Living Environment Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Objective SL-2.2: Fund public service activities serving primarily lower income persons and those with special needs.								
Provide support to organizations that engage in public services for Plano residents, especially special needs populations (individuals)	4,625	603	771	710	204		2288	49%
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		144	144%
Participate and fund annual Collin County Homeless Point In Time count (units)	5	1	1	1	1		4	80%

Table 4.1

Assessment of Consolidated Plan Goals & Objectives

4

Suitable Living Environment Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Objective SL-3: Support the rehabilitation/revitalization of aging neighborhoods through a mixture of infrastructure improvements, home and business rehabilitation, code enforcement, and expanding economic opportunities.								
Track neighborhood well being by focusing resources on areas of greatest opportunity for improvement (neighborhoods)	3	1	2	2	1		6	200%

Table 4.1

Economic Opportunity Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	
Objective EO-2: Create and/or expand opportunities for small businesses and/or microenterprises.								
Support activities providing job training and assist with job/small business creation (people)	50	13	11	12	17		53	106%

Table 4.1

5 Affirmatively Furthering Fair Housing

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 2013-14 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 (Picture 5.1) 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 2013-14 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 Housing Density Policy Statement that is part of its Comprehensive Plan outlines principles for development of large scale, multifamily projects to avoid concentrations of such housing types. The policy statement includes a discussion of the positives of multifamily developments with hopes to dispel common myths. The City of Plano continued to promote these policies that encourage fair housing for all during the 2013-14 program year.



Picture 5.1

5.1 Actions & Outreach to MWBEs

Staff continued marketing and outreach to Minority and Woman Owned Business Enterprises (MWBEs) 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 57% (\$358,574) 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, 2013 through September 30, 2014, the City of Plano paid \$656,378 to contractors providing construction services and \$15,220 for non-construction services for the City's Housing Rehabilitation Program. HUD's Section 3 Guidelines require recipients of their funds, to the

5 Affirmatively Furthering Fair Housing

greatest extent possible, provide job training, employment and contract opportunities for low income residents. During PY 2013, 17% of construction contracts and 0% 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 2013-14, 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. The income percentage categories for those assisted equals five extremely low, 11 very low and 28 low income households.



Picture 5.2

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.

7 Other Actions & Leveraging Funds

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

The Plano Housing Authority Family Self Sufficiency (FSS) program coordinates public and private resources to enable families to achieve economic independence through meaningful employment, higher paying jobs, high school diploma or higher degree and homeownership or similar goals. During PY 2013-14, the 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 2013-14. 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
- Texas Title Issues training
- Income Calculation
- First Time Homebuyer Marketing and Outreach
- CDBG Week

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

Plano Housing Authority provided services to families with the objective to eliminate dependency on public assistance by gaining self sufficiency through achieving goals mentioned in the Public Housing and Resident Initiative section above. The self sufficiency program developed various educational and job training programs in cooperation with other area agencies to help families meet these goals.

7 Other Actions & Leveraging Funds

Also contributing to this strategy, five low-income families purchased homes through the City of Plano First Time Homebuyer Program enabling them to begin building equity in real estate as well as homeowners assisted through Habitat for Humanity and Christ United Methodist Church housing programs.

HUD's Section 3 Guidelines require recipients of HUD funds, to the greatest extent possible, provide job training, employment, and contract opportunities for low income residents. During program year 2013, 17% of construction contracts were awarded to contractors that met Section 3 guidelines.

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.

First Time Homebuyer Program

Approximately \$575,000 in non-federal funds was leveraged in 2013. As part of the leveraged funds, a contribution from the prospective first time homebuyer is required for downpayment assistance. This permits the first time homebuyer to have greater equity initially in the home. In addition, the first time homebuyer has a five year, forgivable lien placed on the property for the amount of assistance received. By doing this, the City has the potential to recapture a portion of the costs should the homebuyer sell or vacate the property during the five year affordability period. Recapturing these funds provides resources to assist additional homebuyers.

HOME Program

HOME-funded single family residential and acquisition/rehabilitation projects also leverage funds to maximize affordable housing dollars. Approximately \$669,000 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.

8 Self Evaluation

The 2013-14 activities added outcomes toward achieving the strategies and objectives established in the 2010-2014 Consolidated Plan. This was the fourth 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 31 households; 97% 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 2013-14 funds. The second property will be completed and sold to a low income household during the 2014-15 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 goal of completing two projects for low income homebuyers.

Habitat for Humanity of South Collin County completed five affordable homes for low income homebuyers. Habitat's undertaking of this new project 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, 43 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 attempt to locate potential homebuyers.

8 Self Evaluation

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.

All three HUD activities under this objective met and/or exceeded their annual outcome goal. Approximately \$9,722 in unused CDBG funds allocated to the agencies 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 2013-14 program year, the City's Homelessness Prevention Program, Samaritan Inn's Transitional Shelter Program, and Texas Muslim Women Foundation exceeded their outcome goals. Approximately \$900 in unused CDBG funds allocated to the agencies 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 by providing services to 12 more individuals than expected. Approximately \$7,284 in unused CDBG funds allocated to the agency 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 2013-14 Action Plan submitted to HUD prior to the beginning of PY 2013-14.

The City of Plano received \$131,395 in program income during the year, \$11,395 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.

As of the end of the program year, loans consist of Housing Rehabilitation forgivable and repayable loans; 120, with a balance of \$1,756,148 and, 85 with a balance of \$840,017 respectively. In addition, First Time Homebuyer forgivable loans total 25 with a balance of \$59,574. Total interest collected was \$15,259. A detailed loan portfolio is included in the Appendices.

The primary use of 2013 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 \$21,651 and drew down \$1,986 in program income. The estimated amount stated in the 2013-14 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 annual report was prepared by the Community Services Division of the Planning Department. On November 6th and 9th, 2014, a Public Notice was published in the Plano Star-Courier informing the public of the completed report and of pending open meetings before the Community Relations Commission and the City Council to discuss the report. The notice also informed the public that a copy of the draft report could be obtained at the Planning Department Community Services office and via the web. The public comment period was held from November 19th to December 3rd, 2014.

Public Comments

No public comments to date.

Appendix: HUD Table 3A: 2013 Summary of Specific Annual Objectives

11 Appendix: HUD Table 3A: 2013 Summary of Specific Annual Objectives

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective
Owner Housing Objectives						
DH-1.1	Preserve existing affordable housing stock <i>(City of Plano Rehabilitation Program)</i>	CDBG: \$713,800* CDBG PI: \$120,000 (Est.) \$131,395 (Actual)	Total number of affordable units	32	31	DH-1
DH-1.2	Provide affordable housing to low-income first time home buyers <i>(City of Plano First-Time Homebuyer Program)</i>	HOME: \$34,474* HOME PI: \$3,000 (Est.) \$21,651 (Actual)	Number of first time homebuyers and/or number receiving down-payment assistance	10	5	DH-1
DH-1.3	Increase the availability/accessibility to decent housing for low-income families <i>(Christ United Methodist Church)</i>	HOME: \$46,800*	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: \$163,700*	Total number of affordable units	5	5	DH-1

Appendix: HUD Table 3A: 2013 Summary of Specific Annual Objectives

11

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective
DH-1.5	Increase the availability/accessibility to decent housing for low-income families (<i>Plano Housing Corporation</i>)	HOME: \$109,200*	Total number of affordable units	2	2	DH-1
Homeless Objective						
SL-1.1	Provide accessibility to create a sustainable living environment to persons who are at risk of being homeless (<i>City of Plano Homeless Prevention Program</i>)	CDBG: \$67,000	Number of households that received emergency financial assistance to prevent homelessness	37	36	SL-1
SL-1.2	Provide accessibility to create a sustainable living environment to persons who are at risk of being homeless (<i>Samaritan Inn Transitional Shelter Program</i>)	CDBG: \$35,000*	Number of households that received homeless shelter and supportive services	50	66	SL-1
SL-1.3	Provide accessibility to create a sustainable living environment to persons who are at risk of being homeless (<i>Texas Muslim Women' Foundation</i>)	CDBG: \$15,000	Number of households that received homeless shelter and supportive services	7	13	SL-1

Appendix: HUD Table 3A: 2013 Summary of Specific Annual Objectives

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective
Public Service Objectives						
SL-1.4	Provide accessibility/availability for the purpose of creating suitable living environments (<i>Boys and Girls Club</i>)	CDBG: \$35,000	Number of persons assisted with new and/or improved access to a service	109	119	SL-1
SL-1.5	Provide accessibility/availability for the purpose of creating suitable living environments (<i>Communities in Schools</i>)	CDBG: \$15,000*	Number of persons assisted with new and/or improved access to a service	35	35	SL-1
SL-1.6	Provide accessibility/availability for the purpose of creating suitable living environments (<i>Galaxy Counseling Center</i>)	CDBG: \$15,000*	Number of persons assisted with new and/or improved access to a service	44	33	SL-1
Economic Objective						
EO-1.1	Provide accessibility/availability to economic opportunity (<i>LaunchAbility</i>)	CDBG: \$10,000*	Number of persons assisted with new and/or improved access to a service	5	17	EO-1

Table 11.1

Appendix: HUD Table 3A: 2013 Summary of Specific Annual Objectives

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective
	Other Objective					
DH-1.6	Provide accessibility/availability by assisting in the creation of decent affordable housing (<i>City of Plano Grant Administration</i>)	CDBG: \$236,720 HOME: \$35,433				DH-1

Table 11.1

*The project did not expend all 2013-14 allocated grant funds. Unspent funds will be reallocated and/or carry over to the 2014-15 program year.

HUD Outcome/Objective Codes

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Table 11.1

12 Appendix: HUD Table 3B: 2013 Annual Housing Completion Goals

12 Appendix: HUD Table 3B: 2013 Annual Housing Completion Goals

Grantee Name: City of Plano Program Year: 2013-14	Expected Annual # of Units to be Completed	Actual # Completed	Resources Used During the Period
BENEFICIARY GOALS (Sec. 215)			
Homeless households	0	0	N/A
Non-homeless household	87	80	CDBG, HOME
Special Needs households	0	0	N/A
Total Sec. 215 Beneficiaries	87	80	
RENTAL GOALS (Sec. 215)			
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	37	36	CDBG
Total Sec. 215 Affordable Rental	37	36	
HOMEOWNER GOALS (Sec. 215)			
Acquisition of existing units	0	0	N/A
Production of new units	8	8	HOME
Rehabilitation of existing units	32	31	CDBG
Homebuyer Assistance	10	5	CDBG, HOME
Total Sec. 215 Affordable Owner	50	44	
COMBINED RENTAL AND OWNER GOALS (Sec. 215)			
Acquisition of existing units	0	0	N/A
Production of new units	8	8	HOME

Appendix: HUD Table 3B: 2013 Annual Housing Completion Goals

12

Grantee Name: City of Plano Program Year: 2013-14	Expected Annual # of Units to be Completed	Actual # Completed	Resources Used During the Period
Rehabilitation of existing units	32	31	CDBG
Rental Assistance	37	36	CDBG
Homebuyer Assistance	10	5	CDBG, HOME
Combined Total Sec. 215 Goals	87	80	
ANNUAL HOUSING GOALS			
Annual Rental Housing Goal	37	36	CDBG
Annual Owner Housing Goal	87	80	CDBG, HOME
Total Annual Housing Goal	114	116	CDBG, HOME

Explanation of Table 3B Expected Numbers:

- **Non-Homeless Households:** Homelessness Prevention, First-Time Homebuyers, 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: 2013 HOME Developer Project Summary

13 Appendix: 2013 HOME Developer Project Summary

Below is a detailed explanation of HOME developer activities that took place during the PY 2013-14. The purpose of this section is to assist HUD staff in reviewing HOME funded development activities.

Christ United Methodist

#580 - Project is completed.

Habitat for Humanity of South Collin County

#516, #517, #518, #557 - Each number represents a single project; projects are completed and will be reported in PY 2014.

#519, #621 - Each number represents a single project that will be completed with final draws and completion to be reported in PY 2014.

Plano Housing Corporation

#596 - Project is completed and will be reported in PY 2014

#600, #615, #624 - Each number represents a single project that will be completed with final draws and completion to be reported in PY 2014.

14 Appendix: 2010-2014 Consolidated Plan Strategies

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.
 - ① *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.
 - ① *Outcome/five year goal:* 100 families
 - ② *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.
 - ① *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.
 - ① *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

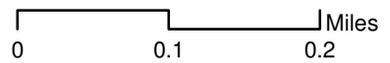
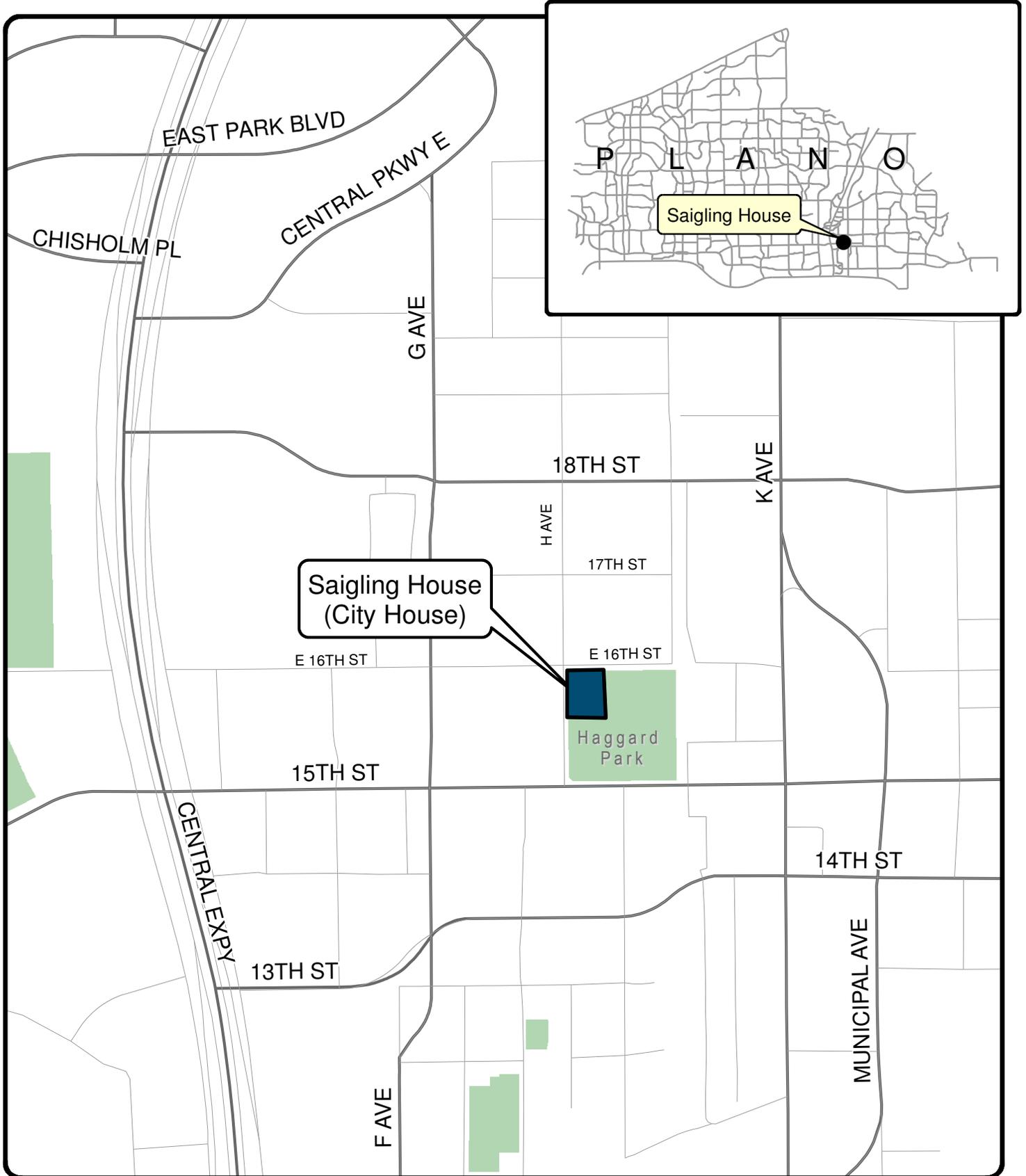


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/16/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Memorandum of Understanding by and between the City of Plano and the ArtCentre of Plano, Inc. (ArtCentre) to memorialize their mutual understanding of the restoration, repurposing, and occupancy of the Saigling House and grounds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
<p>COMMENTS: This item has no financial impact. Expenditures associated with the Saigling House & Grounds project will be presented in future agenda items for City Council consideration.</p> <p>STRATEGIC PLAN GOAL: Documenting mutual understanding regarding the Art Centre of Plano's future occupancy of space in the Saigling House following its restoration relates to the City's goal of Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>This item memorializes the mutual understanding of the restoration, repurposing, and occupancy of the Saigling House per the items listed in the Memorandum of Understanding and related exhibits.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map Memorandum Resolution				

Location Map

Saigling House located at 902 East 16th Street





Memorandum

Date: November 19, 2014

To: Bruce D. Glasscock, City Manager

From: Frank F. Turner, Deputy City Manager

Subject: Saigling House

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

Additional Background

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

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

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

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

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

Summary

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

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 16th day of December, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Exhibit 1

MEMORANDUM OF UNDERSTANDING

CITY OF PLANO ARTCENTRE OF PLANO, INC.

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

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

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

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

Signed this ____ day of December, 2014.

CITY OF PLANO, TEXAS

ARTCENTRE OF PLANO, INC.

By: _____
Bruce D. Glasscock
CITY MANAGER

By: _____
Michael Coleman
PRESIDENT

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

Notary Public, State of Texas

Exhibit A

DESIGN SUMMARY

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



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

Prepared for
City of Plano

QMco Project Number 2014-15

August 12, 2014
Edited November 17, 2014

Introduction

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

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

Programmatic requirements and design of the Saigling House and Site

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

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

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

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

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

Original porch at the Saigling House

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

Saigling House History



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

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

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

Site Programming and Improvements

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

Existing Structure Renovations

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

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

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

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

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

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

Restroom Building Bid Alternate

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

Architectural Assessment Summary



View from the north, Front Elevation, June 2013

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

Masonry

Description

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

Condition

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

Recommendation

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

Windows

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

First Floor Windows

Priority Level 2

Description

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

Condition

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

Recommendation

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

First Floor Wood Windows

Priority Level 2

Description

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

Condition

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

Recommendation

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

Second Floor Wood Windows

Priority Level 2

Description

The second floor windows are the original wood windows.

Condition

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

Recommendation

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

Interior Floor Finishes

Description

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

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

Condition

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

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

Recommendation

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

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

Interior Wall and Ceiling Finishes

Description

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

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

Condition

The gypsum board finishes are in fair condition.

Recommendation

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

Interior New Construction at First and Second floors

Description

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

Condition - NA

Recommendation

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

Roof

Priority Level I

Description

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

Condition

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

Recommendation

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

Project Funding and Costs

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

Complete Project

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

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

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

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

Total Complete Project \$ 2,827,105

Enhanced Project Allowance

Furniture, Fixtures, and Equipment (To Be Determined)

House Historic designation, State and Federal 20,000

Total Enhanced Project \$ 3,250,000

Exhibit B

Saigling House Project Funding Plan

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

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

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

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

Exhibit C

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

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

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

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

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

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

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

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

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

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

- 15. INDEMNIFICATION: THE TENANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY TENANT'S OCCUPANCY AND LEASE OF THE PROPERTY OR ARISING OUT OF TENANTS RIGHTS AND RESPONSIBILITES UNDER THIS LEASE, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE TENANT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE TENANT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

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

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

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

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

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

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

23. MISCELLANEOUS PROVISIONS:

- (a) This Lease embodies the complete and entire agreement between the parties hereto and may not be varied except by written agreement of such parties.
- (b) This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, and administrators.
- (c) This Lease shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Venue for any dispute arising out of this agreement shall be Collin County, Texas.
- (d) In case any one or more of the provisions contained in this Lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (e) This Lease may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- (f) The headings used throughout this Lease have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Lease.
- (g) Each party to this Lease represents and warrants that it has full power and authority to enter into and consummate this Contract.

ARTCENTRE OF PLANO, INC.

Date: _____

By: _____

Michael Coleman
PRESIDENT

CITY OF PLANO, TEXAS

Date: _____

By: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Paige Mims, CITY ATTORNEY

DRAFT

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

EXHIBIT “D”

See Policies and Procedures Manual

DRAFT

Exhibit D

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

Effective Date:

Authorization: *City of Plano Resolution*

I. Purpose:

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

II. Definitions:

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

III. Facility Management and Hours:

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

IV. Facility Rental:

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

V. Facility Exceptions:

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

VI. Non-Discrimination:

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

VII. Parking:

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

VIII. Alcoholic Beverages and Licensure:

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

IX. Catering:

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

X. Facility and grounds maintenance City of Plano:

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

XI. Facility and grounds maintenance ArtCentre:

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

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

XII. Signage and Naming Rights:

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

XIII. Insurance Requirements:

- A. Vendors/Contractors performing work on City property for the City shall provide the City a certificate of insurance as evidence of the coverages and coverage provisions identified herein.
- B. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy.
- C. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.
- D. All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City and be placed with an insurer possessing an *A-VII A. M. Best rating or better* rating.
- E. Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work. The insurance requirements, coverages and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.
 1. Commercial General Liability Insurance—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)
 - a. Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete

- operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b. The City, the City Council and its members, the City’s agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.
 - c. \$1,000,000.00 Limit per Occurrence/Aggregate
 - d. \$1,000,000.00 Limit for Personal/Advertising Injury and Products/Completed Operations
2. Pollution Legal Liability Insurance
 - a. If the contract requires hazardous waste removal, clean up or remediation, Pollution Legal Liability Coverage will be required with limits not less than \$3,000,000.00 per accident and \$5,000,000.00 per occurrence.
 3. Commercial Automobile Liability—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)
 - a. Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.
 - b. Such automobile liability insurance shall cover liability arising out of any auto accident (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.
 4. Workers’ Compensation & Employer Liability—(Required for all vendors/contractors with employees who perform work or contract services on City property)
 - a. Vendor/contractor shall maintain workers’ compensation insurance in the amounts required by appropriate state workers’ compensation statutes. The employer’s liability limit shall not be less than \$500,000.00.
 - b. Vendor/contractor waives all rights against City, the City Council and its members, the City’s agents, officers, directors and employees for recovery of damages under vendors/contractor’s workers’ compensation and employer’s liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers’ compensation coverage.
 - c. Sole Proprietors and companies with no employees may be exempt from this requirement.
 5. Professional Liability (E&O) Insurance--(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)
 - a. Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.
 - b. City, the City Council and its members, the City’s agents, officers, directors and

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

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

F. General Requirements Applicable to All Insurance

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

G. Evidence of Insurance

1. Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.
2. The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.

XIV. Financial Records:

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

XV. Customer and Neighborhood Relations

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

XVI. Amendments:

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

MEMORANDUM OF UNDERSTANDING
CITY OF PLANO
PLANO INDEPENDENT SCHOOL DISTRICT

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

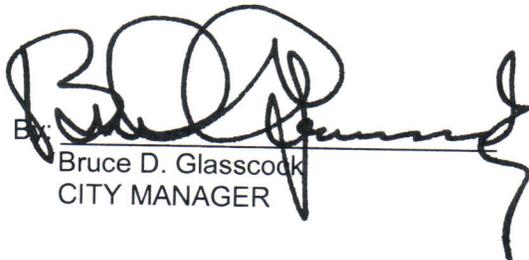
1. The occupancy shall not begin earlier than July 15, 2015 and shall terminate no later than January 1, 2017;
2. No rent shall be charged by the City of Plano for use of the Space by the ArtCentre of Plano;
3. The use of the Space by the ArtCentre of Plano shall be secondary and subordinate to the primary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

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

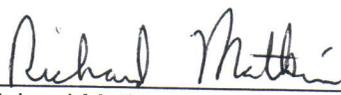
This MOU represents the complete agreement between the parties regarding the use of the Space in the Cox Building by the ArtCentre of Plano and may only be amended in writing by agreement between the parties.

Signed this 20 day of November, 2014.

CITY OF PLANO, TEXAS

By: 
Bruce D. Glasscock
CITY MANAGER

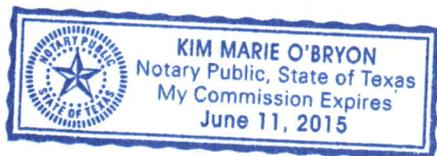
PLANO INDEPENDENT SCHOOL DISTRICT

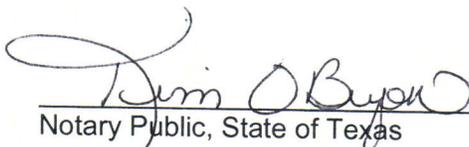
By: 
Richard Matkin
SUPERINTENDENT OF SCHOOLS

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

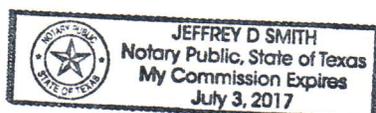


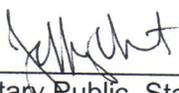


Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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





Notary Public, State of Texas

EXHIBIT F



Saigling House Business Plan

Submitted for Approval by the Plano City Council

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

Respectfully Submitted

August, 2014*

As approved by the ArtCentre of Plano Board of Directors

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

Confidentiality Agreement

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

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

Accepted on behalf of the City of Plano this ____ day of _____, 2014

By: _____

Title: _____

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Executive Summary

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

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

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

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

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

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

Historical Perspective

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

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

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

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

Mission Statement

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

Vision Statement

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

Compelling Reasons for Existence

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

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

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

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

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

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

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

Present Situation & Current Management

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

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

2014 Board of Directors

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

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

2014 Advisory Council

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

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

Current Staff

Suzy Jones
Executive Director

Sue Oldham
Business Manager

Carole Greisdorf
Marketing Consultant
(Contractual)

Pending Hiring Requirements

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

Business Plan Activity: Art Education

History and Current State of Affairs:

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

FAMILY DAYS

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

ART NIGHTS

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

LECTURES

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

SCHOOL TOURS

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

ART CLASSES

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

JUMPSTART FOR ARTS

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

DEMONSTRATIONS

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

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

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

JUMPSTART FOR ARTS—WEST (Proposed)

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

- Target Constituencies
 - ✓ PISD students
 - ✓ Adult Learners

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

- SWOT Analysis

Strengths:

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

Weaknesses:

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

Opportunities:

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

Threats:

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

- Strategic Plan

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

- Marketing Plan

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

- Measureable Objectives

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

Business Plan Activity: Shows/Exhibits

History and Current State of Affairs:

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

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

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

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

- Target Constituencies

Primary:

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

Secondary:

- ✓ Dallas/Collin County residents and visitors

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

- SWOT Analysis

Strengths:

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

Weaknesses:

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

Opportunities:

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

Threats:

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

- Strategic Plan

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

- Marketing Plan

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

- Measureable Objectives

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

Business Plan Activity: Hosted/Catered Events

History and Current State of Affairs:

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

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

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

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

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

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

- SWOT Analysis

Strengths:

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

Weaknesses:

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

Opportunities:

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

Threats:

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

- Strategic Plan

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

ArtCentre of Plano Marketing Strategy

- Market Positioning

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

Catered Events:

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

Garden/Gazebo/Haggard Park Events

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

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

Classroom Space Events

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

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

Expanded ArtCentre of Plano Board of Directors

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

Implement new approaches to encourage ArtCentre membership

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

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

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

Increase fundraising activities/events

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

Design a newly invigorated marketing plan

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

Inaugurate a Capital Campaign (See Appendix C)

Develop a Corporate Giving Program

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

Strengthen the grant application process

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

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

Initiate/Expand/Enhance Communication Channels

Online Channels:

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

Offline Channels:

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

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

Considerations & Contingencies

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

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

Financial Projections (See Appendix A)

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

Milestone Assumptions:

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

APPENDICES

APPENDIX A:

Total Projected Income & Expense

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

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

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

Appendix B: Exhibit/Exhibitor Summary

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

Individuals:

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

Groups:

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

Senior High AP Art Exhibition

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

Appendix C: Capital Campaign

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

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

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

Naming rights to The ArtCentre of Plano formatted as follows:

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

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

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