

# CITY COUNCIL

1520 AVENUE K



DATE: 12/17/2013  
 CALL TO ORDER: 7:00 p.m.  
 INVOCATION: Nadim Bashir, Imam & Religious Director  
 East Plano Islamic Center  
 PLEDGE OF ALLEGIANCE: Boy Scout Troop 219  
 Christ Church Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<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><b><u>COMMENTS OF PUBLIC INTEREST</u></b>  <u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><b><u>CONSENT AGENDA</u></b>  <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><b><u>Approval of Minutes</u></b>                      December 9, 2013                      December 12, 2013</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p>	
(b)	Bid No. 2014-36-B for the Oak Point Park and Nature Preserve, Phase 1 Hillside Improvements Project No. 6390 to C. Green Scaping, LP in the amount of \$485,833 and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2013-314-B for the purchase of one (1) Sprinter S.W.A.T. Van from Mercedes-Benz of Plano in the amount of \$71,355 for Fleet Services, to be utilized by the Police Department, and authorizing the City Manager to execute all necessary documents.	
	<p><b>Purchase from an Existing Contract</b></p>	
(d)	To approve the purchase of SCBA cylinders in the amount of \$128,340 from Municipal Emergency Services (MES) through an existing contract/agreement with the City of Fort Worth Contract #PO 13-00075283 and authorizing the City Manager to execute all necessary documents.	
	<p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p>	
(e)	To approve a Landscape Architecture Services Agreement by and between the City of Plano and MESA Design Associates, Inc. in the amount of \$698,745 for design services for Windhaven Meadows Park and authorizing the City Manager to execute all necessary documents.	
(f)	To approve a Landscape Architecture Services Agreement by and between the City of Plano and MESA Design Associates, Inc. in the amount of \$727,350 for design services for the Oak Point Park and Nature Preserve hillside and trail improvements project and authorizing the City Manager to execute all necessary documents.	
	<p><b>Approval of Expenditure</b></p>	
(g)	To approve the purchase of Maintenance Support for software and hardware of the 9-1-1 phone system for 911 Wireline Fees from Affiliated Telephone, Inc., a sole source provider for the City of Plano Vesta CS Meridian 9-1-1 Call Processing Equipment in the amount not to exceed \$101,202; authorizing its execution by the City Manager; and providing an effective date.	
	<p><b><u>Adoption of Resolutions</u></b></p>	
(h)	To support the application of BC Station Partners, LP to the Texas Commission on Environmental Quality for a Municipal Setting Designation at the northeast quadrant of Central Expressway and Renner Road in Richardson, Texas and providing an effective date.	
(i)	To approve the purchase of .0447 acres in fee simple located at 1020 15th Place, Lot 11b of Block 4 of the Original Donation to the City of Plano, from Old Shed Joint Venture; authorizing execution of the purchase documents by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	<p>Receipt of Public Comment and consideration of an Ordinance to amend Ordinance No. 2012-12-16, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano to add Section 9-79 of Article VII, Construction and Maintenance of Physical Facilities, of Chapter 9, Food Code, to establish a process to apply for a variance allowing dogs on outdoor patios at certain food establishments; providing a repealer clause, a severability clause, a savings clause and an effective date.</p>	
(2)	<p>Consideration of an Ordinance to amend Ordinance No. 2012-11-24 entitled "Health Categories and Fees," to amend Health Department fees; providing a repealer clause, a severability clause, and an effective date.</p>	
(3)	<p>Public Hearing and Comment: Review of the Consolidated Annual Performance Evaluation Report describing the use of federal funds. This report details how the City used U.S. Department of Housing and Urban Development funds during the 2012-2013 grant year. The public will be given an opportunity to speak on the report during the public hearing.</p>	
(4)	<p>A Public Hearing pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of City of Plano Park Land, known as Oak Point Park and Nature Preserve, for a 0.459 acre addition to an existing 1.263 acre permanent easement to the North Texas Municipal Water District for Upper Rowlett Creek and Upper Cottonwood Creek Lift Station Improvements.</p>	
(5)	<p>Consideration of an Ordinance to approve the use or taking a portion of City of Plano public park land, known as Oak Point Park and Nature Preserve for a permanent lift station easement to the North Texas Municipal Water District; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the Park Land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park resulting from the use; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(6)	<p>Public Hearing and consideration of a Resolution to determine a public necessity to acquire certain easement properties as described in the attached Exhibit "A," for public use for the 15th Street Reconstruction Project; authorizing the use of the power of eminent domain to acquire the easement properties; authorizing the City Manager and City Attorney, or their respective designees, to acquire the needed real property including making initial and bona fide offers, and authorizing the City Attorney or her designee to file eminent domain proceedings if necessary, and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
December 9, 2013**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Jim Duggan

**STAFF PRESENT**

Bruce Glasscock, City Manager  
LaShon Ross, Deputy City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor LaRosiliere called the meeting to order at 6:01 p.m., Monday, December 9, 2013, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:30 p.m. in the Senator Florence Shapiro Council Chambers.

**Consideration and action resulting from Executive Session discussion**

Mayor LaRosiliere advised that discussion regarding appointment of the City Attorney has been deferred.

**Discussion and Direction Regarding Heritage Tax Exemption Program**

Comprehensive Planning Manager Schwarz requested Council direction on revisions to the Heritage Tax Exemption Program as proposed by the Heritage Commission and Staff. She reviewed the program and levels of exemption and spoke to an update in 2008 providing a definition for "contributing resources" to classify recently constructed buildings deemed compatible and which contribute to the overall architectural fabric of the district.

Ms. Schwarz spoke to discussion of the revisions since July 2013 and concerns raised following: Collin County's decision to no longer participate, recent changes in ownership of several properties and additional new construction. She stated that new construction, even if designed in a compatible manner, may not meet the intent of the state's property code with regard to exemptions and reviewed proposed options for Council consideration:

- a. "Grandfather" the properties with new construction, which have been receiving the exemption but not allow any other new construction to receive tax abatement;
- b. Phase out the tax exemption for newer construction that is currently receiving the tax relief over a period of years, with a declining exemption percentage each year;
- c. Set a termination date for the exemptions presently allowed for new construction; or
- d. Provide incentives for new construction that is compatible with the heritage district through other City programs, in addition to the currently provided waiver of building permit and development fees as part of the Neighborhood Empowerment Zone.

Mayor LaRosiliere opened the floor for speakers. Citizen John Brooks spoke to the potentially adverse impact revisions would have on historic districts and homeowners and requested input from the Legal Department regarding conflicts with state statutes. He further requested a meeting between stakeholders to evaluate the proposal. Citizen Karen Bowen spoke to encouraging individuals to relocate to the area rather than disincentivizing development and requested no change be made to the current program. Citizen Lisa Ringel spoke to contributing properties following guidelines for compliance and integrity. She spoke to investment in the community and the positive impact of abatements. Pam Hatcher, representing the Haggard Park Homeowners Association Board, spoke to new construction, completed in an appropriate manner, buffering and protecting the remaining historic structures. She spoke to maintaining confidence in the ordinances and abatement program and requested consideration of an alternate proposal which would clear non-contributing properties from the program, encourage new infill, motivate builders to comply with Certificates of Appropriateness, and maintain the strong position of the area.

Ms. Schwarz spoke to future limitations of the current ordinance and focusing more on preservation rather than new construction and advised that the proposal impacts 5-6 properties built after 1960. Ms. Schwarz responded to Mayor LaRosiliere, advising that the historic district is a part of zoning in the area and that new construction will still go through Heritage Commission review; but, that an alternate method of incentive for a fixed period of time may be more appropriate for those structures. She stated that the properties impacted have been notified and are in opposition to the revision and other properties noted by the speakers will not be impacted. Ms. Schwarz advised that Staff will discuss the alternate proposal with the Legal Department to ascertain which components are feasible.

Council Members Miner and Davidson requested additional discussion and review of the alternate proposal. Council Member Gallagher spoke to receiving more public input, legal review and to making no revisions. City Attorney Wetherbee responded to Mayor LaRosiliere, stating the current program is compliant within the broad parameters provided by statute. Mayor LaRosiliere spoke to the apparent disconnect between Staff's proposal and the community's perception of the potential impact. He requested more discussion so that each side might have clarity before bringing the item back to Council for consideration and the Council concurred.

## **Personnel**

### Parks and Recreation Planning Board – Member

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 7-0 to appoint Diane Susan Donley to an interim term.

### Tax Increment Financing Reinvestment Zone No. 2 - Chair

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Downs, the Council voted 7-0 to appoint Council Member Miner as Chair.

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

Mayor Pro Tem Smith requested an update on the status of the Preston/Legacy Median Left Turn. City Manager Glasscock introduced new City Engineer Jack Carr.

## **Consent and Regular Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the Preliminary Meeting at 7:17 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**December 9, 2013**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Jim Duggan

**STAFF PRESENT**

Bruce Glasscock, City Manager  
LaShon Ross, Deputy City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, December 9, 2013, at 7:17 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Mayor LaRosiliere led the invocation and Cub Scout Pack 261 from Christie Elementary led the Pledge of Allegiance.

Mayor LaRosiliere received a presentation from the Friends of the Plano Public Library, administered oaths to incoming board and commission members and recognized outgoing board members.

**Comments of Public Interest**

No one appeared to speak

**CONSENT AGENDA**

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

**Approval of Minutes** (Consent Agenda Item "A")  
November 25, 2013

### **Approval of Expenditures**

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

**Bid No. 2013-382-B** for the purchase of Fire Administration Building Floor Slab Repairs to Gilbert May Inc. d/b/a Phillips/May Corporation in the amount of \$77,033 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2013-383-B** for the purchase of Warehouse Roof and Wall Sealant Replacement to Roof Management Services, Inc. in the amount of \$275,484 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

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

To approve the purchase of Microsoft software licenses for one (1) year with one (1) City optional one (1) year renewal, through a Microsoft Enterprise Agreement in the annual amount of \$896,476 from SHI Government Solutions, Inc. through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-2503) (Consent Agenda Item “D”)

#### **Approval of Expenditure**

To approve the purchase of thirteen (13) Stryker Power PRO XT cots from Stryker, the sole source provider, in the amount of \$186,138 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

#### **Adoption of Resolutions**

**Resolution No. 2013-12-1(R):** To approve the terms and conditions of a First Modification to the Tax Abatement Agreement between the City of Plano, Texas, Eltek, Inc. and FFII TX Plano, L.P. successor to Argent Plano Realty, L. P.; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “F”)

**Resolution No. 2013-12-2(R):** To rescind the authorization of the Tax Abatement Agreement between Rent-A-Center Texas, L.P. and the City of Plano, Texas, pursuant to Resolution No. 2013-9-13(R); and providing an effective date. (Consent Agenda Item “G”)

**Resolution No. 2013-12-3(R):** To rescind the authorization of the Economic Development Incentive Agreement between Rent-A-Center Texas, L.P. and the City of Plano, Texas pursuant to Resolution No. 2013- 9-2(R); and providing an effective date. (Consent Agenda Item “H”)

**Resolution No. 2013-12-4(R):** To approve the purchase of a 5,089 square foot tract of land for Custer Road Right of Way and a 4,860 square foot Temporary Construction easement, both located at the southwest corner of Custer Road and Plano Parkway from Custer/190 Joint Venture, in the total amount of \$51,801 and authorizing the City Manager to execute any necessary documents; and providing an effective date. (Consent Agenda Item “I”)

**Resolution No. 2013-12-5(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas, the City of Allen, Texas and the Town of Fairview, Texas to add the Town of Fairview to the Plano-Allen radio communications system and to lease certain communications services to the City of Fairview; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item “J”)

**Resolution No. 2013-12-6(R):** To approve the terms and conditions of a Master Communications Facilities License by and between the City of Plano, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless, authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

**END OF CONSENT**

**Public Hearing and adoption of Ordinance No. 2013-12-7** as requested in Zoning Case 2013-30 to amend Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 640 so as to allow the additional use of Private Recreation Facility or Area on 0.6± acre of land located at the northeast corner of Montville Way and Thetford Lane, in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Lennar Homes (Regular Agenda Item “1”)

Director of Planning Jarrell advised that the Planning and Zoning Commission recommended approval of the request as submitted and responded to Council, stating that while Staff has a site plan, she does not know the building size. She further advised that there are a number of other specific use permits for similar facilities in the City which are owned and maintained by homeowner associations.

Mayor LaRosiliere opened the Public Hearing. No one appeared to speak for or against the request. The Public Hearing was closed.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 7-0 to grant Specific Use Permit No. 640 so as to allow the additional use of Private Recreation Facility or Area on 0.6± acre of land located at the northeast corner of Montville Way and Thetford Lane; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2013-30; and further to adopt Ordinance No. 2013-12-7.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:24 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL  
SPECIAL CALLED SESSION  
December 12, 2013**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Pat Miner  
André Davidson  
Patrick Gallagher  
David Downs

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem  
Jim Duggan

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Assistant City Manager

Mayor LaRosiliere called the meeting to order at 6:07 p.m., Thursday, December 12, 2013, in the Building Inspections Training Room of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the open session at 9:42 p.m.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 9:42 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Diane Zucco, City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/13		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Award of Bid No. 2014-36-B for the Oak Point Park and Nature Preserve, Phase 1 Hillside Improvements Project No. 6390 to C. Green Scaping, LP in the amount of \$485,833 and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		1,163,950	4,214,050	0
Encumbered/Expended Amount		-1,163,950	-350,703	0
This Item		0	-485,833	0
BALANCE		0	3,377,514	0
<b>FUND(S):    PARK IMPROVEMENT CIP</b>				
<b>COMMENTS:</b> Funds are included in the FY 2013-14 Park Improvement CIP. This item, in the amount of \$485,833 will leave a current year balance of \$3,377,514 for the 09 Oak Point Park Development project. <b>STRATEGIC PLAN GOAL:</b> Construction of improvements at Oak Point Park and Nature Preserve relates to the City's goal of Great Neighborhoods - 1st Choice to Live.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of C. Green Scaping, LP in the amount of \$485,833 be accepted as the lowest responsible, responsive bid for the Oak Point Park and Nature Preserve, Phase 1 Hillside Improvements project conditioned upon timely execution of all necessary documents.				
The project includes the construction of all-weather flexbase drives and parking areas, flexbase topping of Old Morton Vale Road, construction of drive entrances at Los Rios Boulevard, grade work, erosion control, sod and seed installation. These improvements will facilitate access for the music festival and are designed to be incorporated into future parking and trails for general park use. The project includes the construction of a small equipment storage area for use by parks staff. The storage area will allow maintenance equipment to be stored on site and improve maintenance efficiency.				
The secondary vendor being recommended is Parkscape Construction, Inc. in the amount of \$515,715.				

# CITY OF PLANO COUNCIL AGENDA ITEM

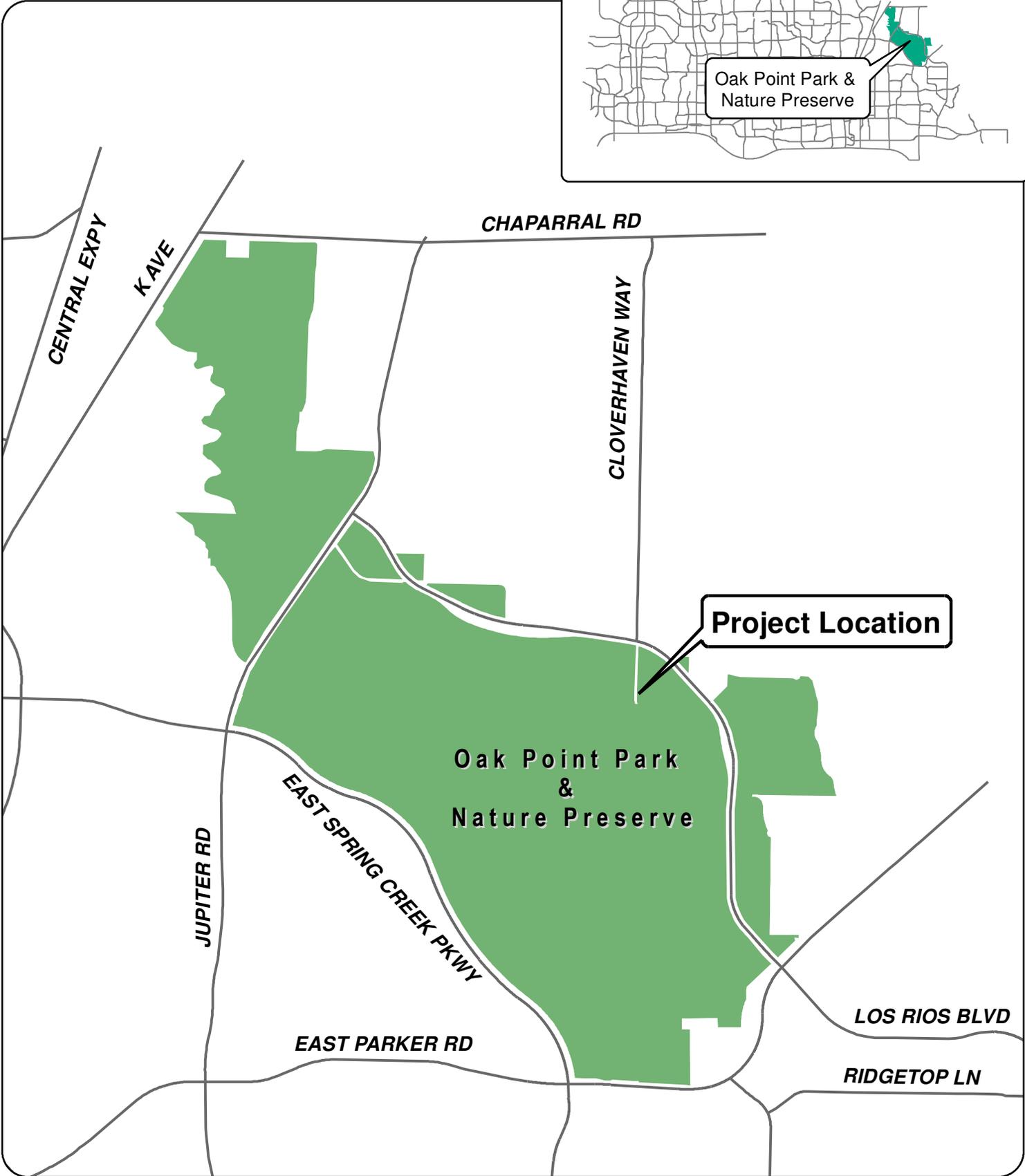
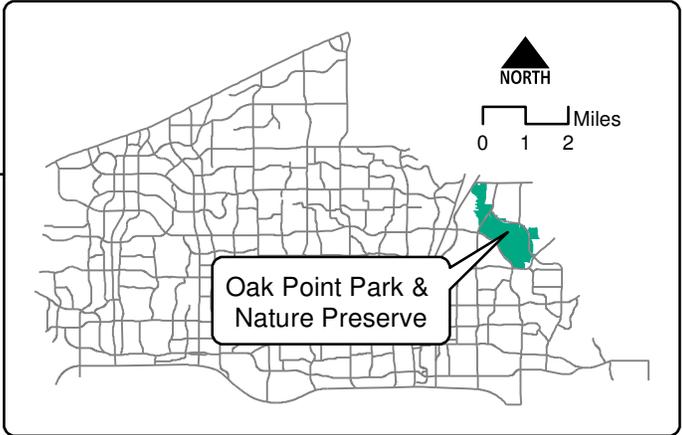
The bid of C. Green Scaping, LP is below the consultant's estimate of \$494,300. Although the secondary vendor bid exceeds the consultant's estimate they are within the available budget for the project. Funding is available in the 2013-14 Park Improvement CIP Budget.

Project Location Map –  
<http://goo.gl/maps/041XP>

List of Supporting Documents:  
Location Map  
Bid Recap

Other Departments, Boards, Commissions or Agencies

# Location Map



**CITY OF PLANO**

**BID NO. 2014-36-B  
Oak Point Park & Nature Preserve, Phase I Hillside Improvements  
Project No 6390  
BID RECAP**

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**Bid opening Date/Time:** November 25, 2013 @ 11:00 am

**Number of Vendors Notified:** 3686

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

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

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

HQS Construction, LLC.	\$660,663.00
Parkscape Construction, Inc.	\$515,714.93
C.Green Scaping, LP	\$485,832.40

**Recommended Vendors:**

C.Green Scaping, LP	\$485,832.40
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*Leslie Hooker*

\_\_\_\_\_  
Leslie Hooker  
Buyer I

*November 25, 2013*

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/13		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Earl Whitaker x7074</b>				
<b>CAPTION</b>				
Bid No. 2013-314-B for the purchase of one (1) Sprinter S.W.A.T. Van from Mercedes-Benz of Plano in the amount of \$71,355, for Fleet Services, to be utilized by the Police Department, and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	71,355	0	<b>71,355</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-71,355	0	<b>-71,355</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S): EQUIPMENT REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> Funds are available in the FY 2013-14 Adopted Budget to purchase one (1) Mercedes-Benz Sprinter SWAT Van for the unscheduled replacement of unit #32107 in Cost Center #532/Police. Funds for this unscheduled purchase will come from the Equipment Replacement Fund balance.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing one (1) Mercedes-Benz Sprinter SWAT Van for the City of Plano Police Department relates to the City's Goal of a Financially Strong City with Service Excellence and a Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of Mercedes-Benz of Plano in the amount of \$71,355, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Department to be utilized by the Police Department (2013-314-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo			NA	
Bid Recap				



# Memorandum

**Date:** November 26, 2013  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Police SWAT Van Purchase Recommendation

Fleet Services has reviewed all bids received on City of Plano Bid #2013-314-B and is recommending to purchase one (1) Mercedes-Benz Sprinter SWAT Van from Mercedes-Benz of Plano, the lowest responsive, responsible bidder, in the amount of \$71,355.00.

This vehicle is for the replacement of unit 32107 in Cost Center 532/Police, This is an un-scheduled replacement due to operational cost and down time of the current van and will be funded from the FY13-14 Equipment Replacement Fund. If this vehicle is not replaced, we can expect much higher maintenance cost and down time affecting the Police department's ability to perform their duties of providing public safety for the City of Plano.

Feel free to contact me if you have any questions at extension 4182.

CITY OF PLANO

BID NO. 2013-314-B

S.W.A.T. Cargo Van – 1 Ton, Long Wheel Base, Extended Length, W/High Roof  
BID RECAP

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**Bid opening Date/Time:** October 28, 2013 @ 2:00 pm

**Number of Vendors Notified:** 618

**Vendors Submitting “No Bids”:** 2

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

**Number of Bids Submitted:** 3

Mercedes-Benz of Plano	\$ 71,355.00
Mercedes-Benz of Boerne	\$ 73,238.00
Specialty Vehicle Solutions	\$ 110,745.00

**Recommended Vendor:**

Mercedes-Benz of Plano	\$ 71,355.00
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*Earl S. Whitaker*

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Earl S. Whitaker  
Purchasing Agent

*December 2, 2013*

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Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/2013		
Department:		Fire		
Department Head		Brian Crawford		
Agenda Coordinator (include phone #): <b>Teresa Shelstad X7539</b>				
<b>CAPTION</b>				
To approve the purchase of SCBA cylinders in the amount of \$128,340 from Municipal Emergency Services (MES) through an existing contract/agreement with the City of Fort Worth Contract #PO 13-00075283 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	128,340	0
Encumbered/Expended Amount		0	0	0
This Item		0	-128,340	0
BALANCE		0	0	0
<b>FUND(S):    FIRE EQUIPMENT REPLACEMENT FUND</b>				
<b>COMMENTS:</b> Funds are available in the 2013-14 Fire Equipment Replacement Fund budget for the purchase of one hundred eighty-five (185) Scott SCBA air cylinders. <b>STRATEGIC PLAN GOAL:</b> Periodic replacement of the Fire Department's SCBA air cylinders relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.				
<b>SUMMARY OF ITEM</b>				
The Department recommends the purchase of SCBA cylinders by utilizing the City of Fort Worth Contract #PO 13-00075283 (City of Plano Contract # 2014-62-l) in the amount of \$128,340. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				



# **MEMORANDUM**

## ***From the Office of the Fire Chief***

**Date:** November 21, 2013  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Brian Crawford, Fire Chief  
**Subject:** Scott Health/Safety Inc. SCBA Cylinders

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Pursuant to FY 13/14 Budget Supplement #90355213, The Plano Fire Department plans to purchase 185 Scott Health/Safety Inc. Scott SCBA air cylinders. This purchase is a fully funded ERF procurement according to life-cycle parameters and established contract pricing. The SCBA Cylinders provide dependable, easy breathing air supply for fire fighters during IDLH emergency operations requiring supplied air protection. This is the second year of a three year ERF replacement schedule of the Department's SCBA cylinders.

Our current SCBA cylinders are fast approaching their end-of-life cycle of 15 years and will be rendered unusable at that point in time. The Department is looking to continue the replacement process at this time in order to effectively provide and sustain IDLH atmosphere emergency operations. If this purchase does not happen two thirds of our SCBA bottles will expire and we will be unable to use our air packs in smoky environments.

The City of Fort Worth has completed a competitive bid process and awarded an annual contract with renewals to Municipal Emergency Services. The contract provides for a 32% discount from manufacturer's suggested retail pricing. Previous purchases of Scott products have resulted in a 24% MSRP discount.

Accordingly, the Department recommends the above equipment be purchased through the utilization of City of Fort Worth Contract #PO 13-00075283 (City of Plano Contract #2014-62-I) in the amount of \$128,340.00, pursuant to Chapter 271, Section 271.102 of the Local Government Code that allows local governments to participate in a cooperative purchasing program.

Respectfully submitted,

Brian Crawford



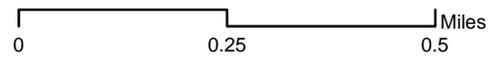
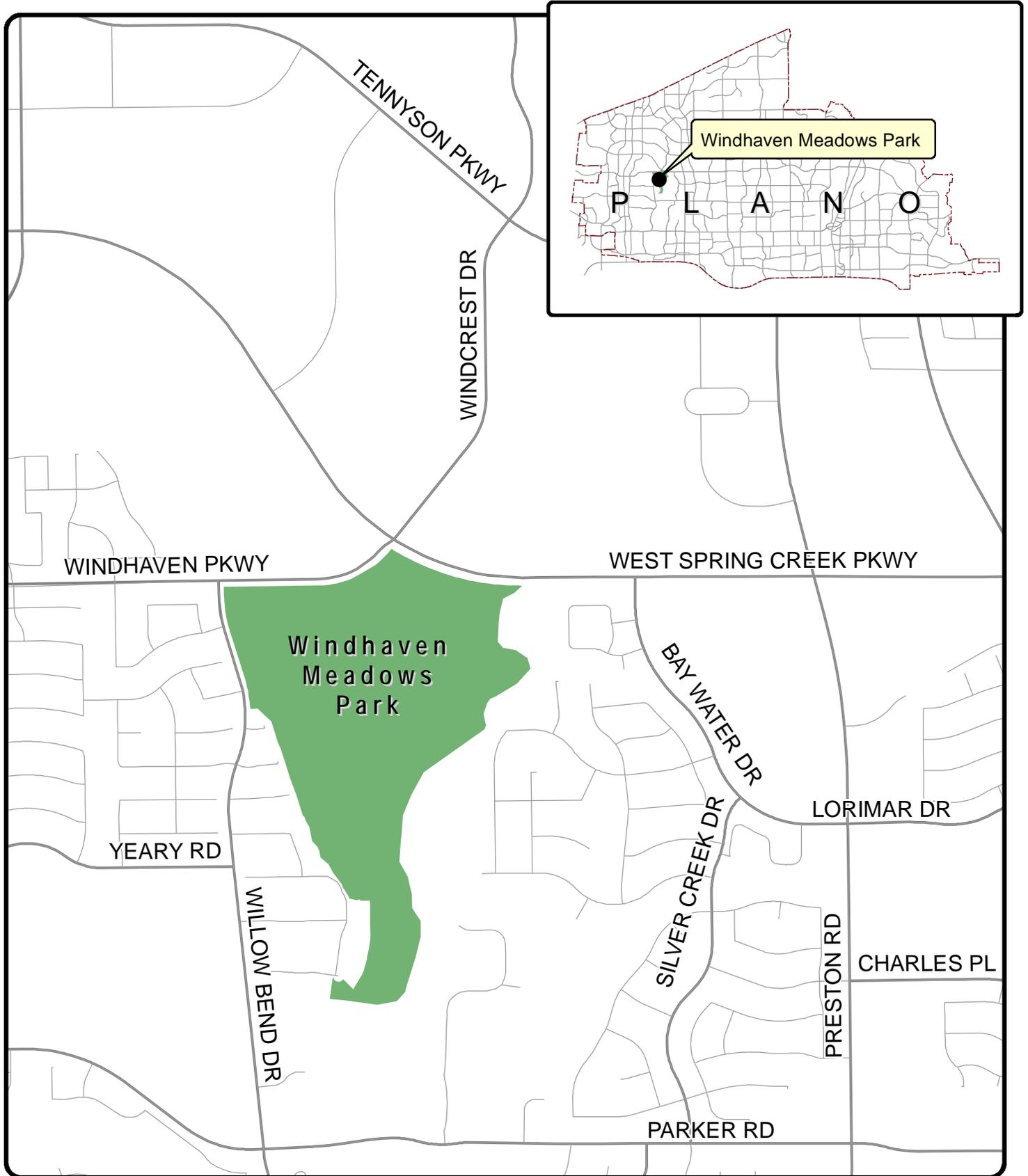
# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/13		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Approval of a Landscape Architecture Services Agreement by and between the City of Plano and MESA Design Associates, Inc. in the amount of \$698,745 for design services for Windhaven Meadows Park and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		602,159	3,826,841	5,900,000
Encumbered/Expended Amount		-602,159	-1,341,833	0
This Item		0	-698,745	0
<b>BALANCE</b>		<b>0</b>	<b>1,786,263</b>	<b>5,900,000</b>
<b>FUND(S):     PARK IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2013-14 Park Improvement CIP. This item, in the amount of \$698,745, will leave a combined balance of \$1,786,263 for the 2009 Trail Connections and White Rock Community Park Development projects in 2013-14.</p> <p><b>STRATEGIC PLAN GOAL:</b> Constructions of improvements at a new park site, such as a parking lot, restrooms, trails and a pavilion, relates to the City's goal of Great Neighborhoods - 1st Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This Landscape Architectural Services Agreement is for the construction of the first phase of improvements to the new park. The improvements at Windhaven Meadows Park include the construction of the main parking lot, restroom building, large pavilion, pond improvements, pedestrian bridge, dog park and adjacent parking lot, and trails. The main parking lot will be for approximately 282 spaces; the dog park parking lot will be for approximately 78 spaces.</p> <p>The estimated construction cost for the project is \$7,000,000. The total design fee is \$698,745 and includes basic design services, surveying, geotechnical investigation, site plan and platting, pond improvements and ACOE 404 permitting, Texas Accessibility Standards compliance, and reimbursable expenses. The total design fee is 9.9% of the estimated construction budget for the project.</p> <p>MESA Design Associates, Inc. was selected for this project through RFQ 2011-100-B.</p> <p>Project Location Map -  <a href="http://goo.gl/maps/fF4eC">http://goo.gl/maps/fF4eC</a></p>				

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Landscape Architecture Services Agreement	

# Location Map

## Windhaven Meadows Park



**WINDHAVEN MEADOWS PARK**

**PROJECT NO. 6396**

**LANDSCAPE ARCHITECT SERVICES AGREEMENT**

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

**WITNESSETH:**

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

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

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

**I. Employment of the Architect**

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

**II. Scope of Services**

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

**III. Schedule of Work**

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

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

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

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

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

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

#### **VI. Insurance**

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

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

#### **VII. INDEMNITY**

**THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENCE, GROSSLY NEGLIGENCE, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR**

ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

#### VIII. Independent Contractor

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

#### IX. Assignment and Subletting

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

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

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

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

## **XI. Contract Termination**

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

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

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

## **XIII. Ownership of Documents**

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

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

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

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

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

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

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

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

Mesa Design Associates, Inc.  
Attn: Fred Walters, Principal  
1807 Ross Avenue, Suite 333  
Dallas, TX 75201

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

#### **XVI. Miscellaneous**

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

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**MESA DESIGN ASSOCIATES, INC.**  
A Texas Corporation

BY:   
Stan Cowan  
PRESIDENT

DATE: 12/2/2013

**CITY OF PLANO, TEXAS**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY



## EXHIBIT "A"

### **SCOPE OF SERVICES**

This proposal addresses the phase I construction of Windhaven Meadows Park which responds to the master plan previously approved. The proposal addresses the following construction program with an anticipated budget of approximately \$7 Million. MESA will be prime consultant and retain the services of sub-consultants for Architecture, Civil, Structural, and MEP Engineering, Survey, Geotechnical Survey, and Corps Permitting.

- Demolition
- Grading
- Wet & Dry Utilities (site)
- Utilities (MEP)
- Project Identity Sign
- Parking and Drop-off
- Limited Tree Survey
- Copy of previously completed residential wall survey and accompanying photo survey
- Trail extension to Sea Pines Drive (to be constructed in future phase)
- Plaza and Pavilions
- Prairie Pavilion (4,500 sf)
- Restroom (3,150 sf)
- Playground
- Trail (11,000 lf)
- Dog park w/ restroom
- Tree Mitigation
- Pedestrian Bridge (100 lf)
- Neighborhood Buffer
- Lighting
- Landscape and Irrigation
- Pond Improvements
- Corps/404 Permitting
- Geotechnical Report

### **PART ONE: SCHEMATIC DESIGN**

#### **Task One: Schematic Design**

Upon approval of the preliminary master plan and cost projections, the Design/Planning team will refine the existing master plan as it pertains to development by areas. MESA will prepare design sketches, plans, and exhibits as necessary to convey the design recommendations. Elements developed within this task correspond to the elements described above.

**Product:** At the conclusion of the schematic design phase, MESA will prepare sketches of site elements as necessary. Cost projections will be analyzed in relation to the budget.

**Meetings:** Two (2) city meetings.

#### **Task Two: Platting and Site Plan Submissions:**

MESA and the design team will prepare the necessary documents for submission of site plan and platting of the project to the appropriate city departments (assumed to be Planning and Engineering). It is assumed that due to the nature of the project, approvals will be secured on first submission, and that any site plan amendments will be addressed on the construction documents. Representation at Planning and Zoning or City Council (if needed) is assumed to be by city staff.

**Product:** Drawings for submission.

**Meetings:** As part of bi-weekly coordination. Appearance at public meetings will be billed as additional services.

#### **Task Three: Pond Improvements (Phase I)**

Working with the Civil Engineer (and wetlands consultant if necessary), MESA will examine grading issues dealing with storm water management along the western tributary of White Rock Creek. Improvements to the ponds will be evaluated as part of the Phase I improvements along with implications for future phases yet to be determined. Specifically, this task includes preparation of conceptual grading plans (hand drawn) for initial review by Civil Engineer. Upon review and comment of the design alternatives, MESA will prepare digital grading plans for distribution to the civil engineer. This task includes preparation of one (1) plan and revision subsequent to Client's and Engineer's input. Additional plans will be billed according to the hourly rate schedule. These digital plans will be used for accurate earthwork calculations and preliminary mass grading.

**Product:** Scale drawings for pricing input from qualified contractors and cost prioritization

**Meetings:** Two (2) meetings with city staff. Additional meetings will be billed hourly as additional service.

#### **Task Four: Preliminary Cost Projection**

MESA and the Design Team will prepare a preliminary cost projection for the phase I improvements in the park. This projection will identify phasing and sources of funds for development of the park. Through this process, the Design/Planning

WINDHAVEN MEADOWS EXHIBIT A

Team and City of Plano Staff can identify a scope of work for the team to proceed with design development and construction documentation.

**Product:** The Design/Planning Team will provide the city staff cost projections that depict the facilities within the preliminary master plan. These projections will take into account phasing and grant opportunities for the park.

**Meetings:** Assumed as part of meeting agenda for other tasks. Additional meetings will be billed hourly as additional service.

**PART TWO: DESIGN DEVELOPMENT**

**Task Five: Base Documents**

Using CAD files (existing hardscape features, utilities, and one-foot contours at a minimum) provided by the Civil Engineer, MESA will prepare base map documents as necessary to perform the scope of work outlined in the following tasks. Additional fee may be required if CAD files provided to MESA are not adequate.

**Product:** All exhibits and submittal documents described above will be submitted with plan scale and number of copies in accordance with City requirements to be submitted at necessary deadline as established by the City/Client.

**Meetings:** Assumed as a topic at scheduled project coordination meetings.

**Task Six: Bi-weekly Meetings and Coordination**

MESA will perform the role of "prime consultant" for the project. In that capacity, we will coordinate the input of the other design team members as necessary as it relates to the final accepted project vision and construction program. MESA will provide meeting minutes for any meetings attended as well as weekly schedule updates to be distributed via email. Any necessary meetings and coordination outside of our office will be billed on an hourly basis. Services for this task will be billed as hourly services according to the attached hourly rate schedule.

**Meetings:** This task assumes 9 bi-weekly meetings during the design development phase, spanning approximately 3 months.

**Task Seven: Park Board & City Council Meeting (Optional Service)**

If requested by the city, the Design/Planning Team may present the phase I construction plans at a park board or city council meeting to inform the park board or council of the status of the master plan and provide an opportunity for those citizens affected most by the park to learn of its development.

**Product:** Attendance at two (2) public meetings, upon request.

**Meetings:** Additional meetings will be billed on an hourly basis as an additional service.

**Task Eight: Design Development**

After budgetary review and prioritization, MESA will finalize the design program with input from the Client and design team. Design development will deal with detailed and refined aspects of the landscape design such as materials and furnishings selection, budget refinement, and consultation with contractors about maintenance considerations and materials availability. These design documents and an accompanying refinement of the cost analysis will be presented to the Client for review and comment for final approval. MESA will meet with the construction superintendent and appropriate contractors to facilitate the most accurate cost projections possible at this phase of development.

**Product:** MESA will provide refined plans and details as necessary to address construction issues within project scope. Drawings will depict function, forms, and materials in graphic styles necessary to illustrate issues. Cost projections will be analyzed in relation to budget.

**Meetings:** Covered under task Six. Additional meetings will be billed on an hourly basis as an additional service.

**Task Nine: Pond and Well permitting**

The consultant team will Prepare and submit an application to the Texas Commission on Environmental

WINDHAVEN MEADOWS EXHIBIT A

Quality (TCEQ) for a water appropriations permit for the expanded pond along the White Rock Creek Tributary. Scope includes:

1. Conduct a pre-application meeting with the Water Rights Permitting Team or TCEQ in the Austin, Texas office with up to two of Consultant teams' staff.
2. Collect and analyze surface water samples limited to two samples as required by TCEQ.
3. Prepare the application forms for a bed and banks permit (TCEQ 10214).
4. Prepare a summary report, including required maps and exhibits in support of the application.
5. Submit the water rights permit application to TCEQ for review and comment. This includes up to two responses on the application. Responses to additional comments from TCEQ will be prepared on an hourly basis.
6. Attend one TCEQ hearing to support the permit application. It is assumed that dam design or Breach Analysis is not required as part of this effort. These tasks will be additional services, if required. Consultant team does not guarantee the approval of the water appropriations permit.

**Meetings:** Covered under task Six. Additional meetings will be billed on an hourly basis as an additional service.

**PART THREE: CONSTRUCTION DOCUMENTS**

**Task Ten: Construction Documents**

Upon approval of the design development documents and cost projections, the Design/Planning Team will prepare construction documents for Phase I. The Design/Planning Team will prepare the construction documents and specifications necessary to communicate the scope of work to a competent contractor. Construction documents shall include:

1. **MESA and the Design Team will prepare the following construction documents:**
  - a. Civil documentation of park road and parking lot grading plans (MESA will provide civil with conceptual grading to be refined and input into final documents – MESA will provide review during final documentation process).
  - b. Architectural design for one pavilion and two restroom buildings.
  - c. MEP documentation of lighting plans (MESA will provide MEP light fixture locations and cut-sheets for incorporation into final documents – MESA will provide review during final documentation process).
  - d. Grading plans including Pond Improvements from Task Three.
  - e. Layouts of trails, plazas, play areas and associated facilities, entrance signage walls and monuments.
  - f. Layout of all park roads and parking lots.
  - g. Grading of all trails, and pedestrian accessible facilities ensuring ADA and TDIR compliance.
  - h. Construction details for all hardscape elements within project scope. Interpretive, way finding, and parking (handicap) signage will not be included within this scope. Additional fee will be required for the preparation of this material.
  - i. Landscape Construction Plans
  - j. Landscape Details & Plant List
  - k. Irrigation Plans & Details
  - l. Preparation of technical specifications that pertain to the aforementioned scope items.
  - m. Tree mitigation plan, based on limited tree survey of Phase I project area.
  - n. Erosion Control plans, Tree mitigation plans, and Demolition plans for existing structures. Demolition plans are assumed to be diagrammatic in nature, any special permitting or remediation documents are not included in this scope of service.
  - o. TDIR submittal and review. Estimated fee of \$1,350.00 is included in basic scope of services. Any additional fees will be charged as additional to this contract.

**Product:** The Design/Planning Team will provide the following sets for the park throughout the construction phase:

1. Five sets 24" x 36", and five copies 11" X 17" review set at 50% progress for internal distribution.
2. Five sets 24" x 36", five copies 11" X 17" review set, and two sets of specifications at 95% progress.
3. Five copies 24" x 36" final set complete with professional stamps & two 8 1/2" x 11" sets of final specifications.

**Meetings:** Assumed as a topic at scheduled project coordination meetings.

**PART FOUR: BIDDING**

**Task Eleven: Bidding Assistance**

The Design/Planning Team will assist the client in their implementation of the bidding process as follows:

1. Attend pre-bid meetings.
2. Answer questions and interpret drawings and specifications during the bidding period.
3. Prepare and distribute any required addendum.
4. Attend bid opening.
5. Provide review and analysis of the bids as submitted.
6. Plans will be distributed via BidSync. Any printing or distribution of hardcopies for bidding will be charged as an additional reimbursable expense.

**Product:** Successful contractor on budget with final construction scope ready for preparation of contracts by Client.

Consultation with client to form strategies for bid alternatives, if needed to maintain the aesthetic value, vision, and budget.

**Meetings:** Two (2) meetings outside of scheduled project coordination meetings.

**PART FIVE: CONSTRUCTION ADMINISTRATION PHASE**

**Task Twelve: Contract Administration / Construction Observation**

The Design/Planning Team will support contract administration and construction observation services as they relate to the implementation of the construction documents described in this proposal. Construction observation services will be as follows:

1. The Design/Planning Team will make site visits as necessary to the construction sites as they progress to determine conformance of the work to the design as portrayed in the construction documents. Site visits will be documented in field memos provided to the Client. These memos will generally describe the Design/Planning Team's response to issues identified by the Client and other issues that the team feels merit consideration by the Client.
2. The Design/Planning Team will clarify questions regarding the construction as the Client presents such questions, provide consultation and advice to the City, and prepare supplementary sketches where such sketches are needed to resolve conflicts between field conditions and the requirements of the drawings.
3. Review of contractor submittals and shop drawings as submitted by the contractor, for conformance with the project design. An evaluation of the submittal will be provided.
4. Tagging and inspection of plant materials (pre-delivery and on site) to assure conformance with the plans and specifications.
5. MESA will conduct a preliminary and final punch with contractor and city staff prior to substantial completion of project. Reports will be issued to city and contractor with field observations and required actions.

**Product:** Attendance at up to twenty-four (24) total site visits during the construction process with the Construction Superintendent or Client as requested. Site visits may be at critical points during construction at the decision of MESA. All field visits will be documented with a field report distributed to the client and the Construction Superintendent.

**Meetings:** None assumed outside of scheduled site visits.

**REIMBURSABLE EXPENSES**

Reimbursable non-labor costs for this project are anticipated at approximately 10% of the professional fee billings and included in the fee schedule detailed on Exhibit C.

**Note: Fees required for permitting and TDR are estimated and included in the fee proposal. Changes to the fees required by any regulatory agency will be billed as an Additional Service.**

**ADDITIONAL SERVICES/HOURLY FEE SCHEDULE**

Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Owner, as a result of changes requested by Owner or other consultant will be considered additional services and billed at an hourly rate as follows:

WINDHAVEN MEADOWS EXHIBIT A

Senior Principal	\$235.00
Principal	\$180.00
Associate Principal	\$150.00
Associate	\$130.00
Senior Project Manager	\$110.00
Project Manager	\$100.00
Senior Designer	\$90.00
Designer	\$75.00
Marketing/Acct./Admin	\$75.00
Intern	\$50.00

**PROPOSAL AND CONTRACT CONDITIONS:**

1. The client will provide the following and MESA has the right to rely on this information and rely on any information provided by others:
  - a. Existing boundary and general survey information from city archives locating structures, property lines, utilities that cross the property in AutoCAD format. This information would be additional to the site survey activities within project scope.
  - b. Budgetary Considerations.
2. Not included are the following:
  - a. Interpretive Signage and Graphics
  - b. Design of new or additional elements added to the scope of work or any related off-site improvements
  - c. Redesign of elements due to site plan changes (i.e., buildings relocated, site grading changes)
  - d. Water features (Fountains)
  - e. Illustrative plans, models and drawings not specifically described in the Scope of Services
  - f. As Built Drawings – by Contractors
  - g. On-Site Construction Management
3. MESA Design Associates may subcontract consultants in the performance of any services described in this agreement.
4. MESA Design Associates does not act as General Contractor in any way, or accept responsibility for poor craftsmanship.
5. **The above-described compensation for MESA Design Associates includes the following non-labor costs:**

**Reimbursables:**

  - a. Photostats/photocopying/plotting
  - b. Binding
  - c. Printing/reprographics
  - d. Photography/film/film processing
  - e. Mylars and reproducible
  - f. Federal Express, courier and/or delivery fees
  - g. Mailing/Postage
  - h. Microfilming/scanning/digitizing
  - i. Blue printing, printing or binding for bid sets
  - j. Long distance telephone calls and taxes
  - k. Mileage (percentage allowed by IRS) currently @ .56.5/mi.
  - l. Permits and/or registration fees
  - m. Travel expenses outside of Dallas such as airfare and lodging
  - n. Other products and services requested by the Client and not specifically described herein.



WINDHAVEN MEADOWS EXHIBIT A

17. By making visits to the site, MESA is not assuming the responsibilities of the builder, Construction Manager, Construction Superintendent or any of their agents or subcontractors.
18. Plans, drawings and specifications or other writings or documents prepared or provided by MESA hereunder are prepared for this Project only, but may be used by MESA for purposes of illustrating the scope and nature of project involvement. MESA shall provide Client with a reproducible set of drawings and specifications for its records. They shall not be used by Client for other projects or extensions to the project without the express written permission of MESA.
19. It is expressly understood and agreed that MESA shall not have control of, or charge of, or be responsible for construction, means, methods, techniques, sequences or procedures, or for solely precautions or programs in connection with the Project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the Project and Client shall indemnify MESA and hold MESA harmless from and against any and all claims, demands, losses, costs, third party beneficiaries, liabilities and damages including, without limitation, reasonable attorney's fees and expenses, incurred by MESA and arising out of or related to any of the aforesaid.
20. Notwithstanding any other provision of this Agreement, MESA and MESA's sub consultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.
21. The Client agrees to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement.

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either MESA or the Client. MESA's services under this agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against MESA because of this agreement or the performance or nonperformance of services hereunder.

**The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MESA, its officers, directors, employees and sub consultants (collectively, MESA) against all damages, liabilities or costs, including reasonable attorney's fees and costs, to the extent caused by the Client's negligent acts or breach of this agreement, and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor MESA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.**

This document supercedes all previous discussions and documents, if any, and may only be amended by written agreement between the parties.

Respectfully submitted,  
MESA Design Associates, Inc.

Acceptance of Proposal and Contract Terms and Conditions:

Stan R. Cowan  
Principal

\_\_\_\_\_  
City of Plano, Texas

\_\_\_\_\_  
Date

EXHIBIT "B"

<b>Task One: Schematic Design</b>	
Initiation: Immediately upon execution of contract.	<b>Duration:</b> 4-6 weeks.
<b>Task Two: Platting and Site Plan Submission</b>	
Initiation: Immediately upon conclusion of Task One.	<b>Duration:</b> 4 weeks (revisions not included)
<b>Task Three: Pond Improvements (Phase I)</b>	
Initiation: Concurrent with Task One.	<b>Duration:</b> 3-4 weeks
<b>Task Four: Preliminary Cost Projection</b>	
Initiation: Midway through Task One.	<b>Duration:</b> 2-3 weeks
<b>Task Five: Base Documents:</b>	
Initiation: Immediately upon execution of contract	<b>Duration:</b> 3 weeks
<b>Task Six: Bi-Weekly Meetings and Coordination</b>	
Initiation: Concurrent with Task One.	<b>Duration:</b> 12-14 weeks.
<b>Task Seven: Park Board and City Council Meetings</b>	
Initiation: As requested by City Staff.	<b>Duration:</b> T.B.D.
<b>Task Eight: Design Development</b>	
Initiation: Conclusion of Tasks One, Three, and Four Staff Review	<b>Duration:</b> 6-8 weeks
Initiation: Midway through Task Eight:	<b>Duration:</b> 1-2 weeks
<b>Task Nine: Pond and Well Permitting</b>	
Initiation: Immediately upon conclusion of Task Eight. Staff Review	<b>Duration:</b> 8-10 weeks
Initiation: Midway through Task Eight.	<b>Duration:</b> 3-4 weeks
TCEQ Review/Permit:	<b>Duration:</b> T.B.D.
USACE Review/Permit:	<b>Duration:</b> T.B.D.
<b>Task Ten: Construction Documents</b>	
Initiation: Immediately upon conclusion of Task Eight. Staff Review	<b>Duration:</b> 8-10 weeks
Initiation: Midway through Task Nine.	<b>Duration:</b> 1-2 weeks
<b>Task Eleven: Bidding Assistance</b>	
Initiation: Immediately upon conclusion of Task Ten. Staff Review	<b>Duration:</b> 3 weeks
Initiation: Immediately upon conclusion of Task Eleven.	<b>Duration:</b> 2-3 weeks
TDR submission will be concurrent with issue of construction permit to qualified bidder.	
<b>Total Duration of Tasks One-Eleven:</b>	<b>29-38 weeks</b>
This level of service achieves a selected bidder and initiation of construction.	
<b>Task Twelve: Contract Administration/Construction Observation</b>	
Initiation: Immediately upon conclusion of Task Eleven.	<b>Duration:</b> 48 weeks
This level of service is concurrent with estimated time of construction of one year.	
<b>Total Project Duration, through completion of Phase I:</b>	<b>77-86 weeks</b>

EXHIBIT "C"

**COST OF BASIC SERVICES**

The above scope of services will be billed on a completion basis as applicable (in accordance with the fee schedule specified below) with the total cost of services not to exceed the amount specified for each without a written addendum to this contract.

	MESA Fees	Architect Fees	Civil Engineering Fees	MEP/ Structural	Survey Fees
Task One: Schematic Design	\$42,000.00	\$15,375.00			
Task Two: Platting & Site Plan Submission	\$500.00			\$7,300.00	
Task Three: Pond Improvements (Phase I)	\$16,800.00		\$96,700.00 incl. CLOMR & LOMR Fees of \$9,700.00		
Task Four: Preliminary Cost Projection	\$8,400.00	\$1,700.00			
Task Five: Base Documents	\$3,920.00				\$25,900.00
Task Six: Bi-Weekly Meetings and Coordination	\$25,000.00	T.B.D.	\$12,400.00 incl. \$2,900.00 reimbursables		
Task Eight: Design Development	\$61,600.00	\$20,160.00	\$35,000.00	\$4,000.00	
Task Nine: Pond & Wall Permitting	\$1,500.00		\$38,550.00 incl. \$5,750.00 estimated TCEQ fees		\$3,000.00
Task Ten: Construction Documents (incl. TDLR submission)	\$94,350.00	\$35,600.00	\$64,500.00 incl. SWPPP	\$7,500.00	
Task Eleven: Bidding Assistance	\$5,600.00	\$2,800.00	\$3,600.00		
Task Twelve: CA/CO	\$32,850.00	\$22,640.00	\$8,000.00	\$1,500.00	
<b>Subtotal Total of Consultant's Fees:</b>	<b>\$292,520.00</b>	<b>\$98,275.00</b>	<b>\$266,050.00</b>	<b>\$13,000.00</b>	<b>\$28,900.00</b>
<b>Total Cost of Task One Twelve Services:</b>	<b>\$698,745.00</b>				
Task Seven: City Council Meetings	T.B.D.	T.B.D.	T.B.D.	T.B.D.	T.B.D.

EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

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

**1. General Insurance Requirements:**

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

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

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

1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.

1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.

1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

2.1 The Architect shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist:

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

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

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

**Professional Errors and Omissions**

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

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

## LANDSCAPE ARCHITECT

### City of Plano - Insurance Checklist

("X" means the coverage is required.)

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.  
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant PHONE: (214) 503-1212 FAX: (214) 503-8899 EMAIL: jrbryant@jbrunson.com ADDRESS: INSURER(S)/AFFORDING COVERAGE
INSURED Mesa Design Associates, Inc. 1807 Ross Avenue, #333 Dallas TX 75201	INSURER A: Travelers Indemnity Co. of Am. 25656 INSURER B: XU Specialty Insurance Company 37885 INSURER C: Travelers Lloyd's Ins. Company 41262 INSURER D: Charter Oak Fire Insurance Co. 25615 INSURER E: Travelers Indemnity Company 25658

CERTIFICATE NUMBER: Cert ID 22221

REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADOL. SUPR.	INSR. W/O.D.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
							EACH OCCURRENCE	ANNUAL AGGREGATE
C	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	PAC074681777	1/15/2013	1/15/2014	\$ 1,000,000 \$ 1,000,000	\$ 1,000,000
D	AUTOMOBILE LIABILITY ANY AUTO HIREDAUTOS SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	BA74681949 No Owned Autos	1/15/2013	1/15/2014	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 2,000,000	\$ 2,000,000
E	UMBRELLA/LIAB EXCESS LIAB	X	Y	CUP81507297	1/15/2013	1/15/2014	\$ 2,000,000 \$ 2,000,000	\$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY OFFICER/DIRECTOR LIABILITY INSURANCE (Mandatory in NH)	Y/N	Y	DB64189599	6/1/2013	6/1/2014	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000	\$ 1,000,000
B	Professional Liability	N	Y	DPR9711252	6/1/2013	6/1/2014	\$ 1,000,000 \$ 1,000,000	\$ 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (When ACORD 101 Additional Remarks Schedule, if more space is required)  
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. City of Plano is shown as an additional insured on the general liability coverage as required by contract. The general liability coverage is on a primary and non-contributory basis a waiver of subrogation is shown in favor of City of Plano on the workers compensation as required by contract.  
Re: Windhaven Meadows Park - Phase I

CERTIFICATE HOLDER City of Plano P. O. Box 860358 Plano TX 750860358	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joe A Bryant</i>
-------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

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

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

Mesa Design Associates, Inc. \_\_\_\_\_

Name of Consultant

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

Signature

Print Name

STAY CUNY

Title

President

Date

12/2/13

STATE OF TEXAS            §

COUNTY OF DALLAS       §

SUBSCRIBED AND SWORN TO before me this 2nd day of December, 2013.



Karen Melauin  
Notary Public, State of Texas



# CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	12/17/13
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

## CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and MESA Design Associates, Inc. in the amount of \$727,350 for design services for the Oak Point Park and Nature Preserve hillside and trail improvements project and authorizing the City Manager or his designee to execute all necessary documents.

## FINANCIAL SUMMARY

NOT APPLICABLE      OPERATING EXPENSE      REVENUE      CIP

FISCAL YEAR: <b>2013-14</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,163,950	4,214,050	0	<b>5,378,000</b>
Encumbered/Expended Amount	-1,163,950	-350,703	0	<b>-1,514,653</b>
This Item	0	-727,350	0	<b>-727,350</b>
<b>BALANCE</b>	0	3,135,997	0	<b>3,135,997</b>

**FUND(S):** **PARK IMPROVEMENT CIP**

**COMMENTS:** Funds are included in the FY 2013-14 Park Improvement CIP. This item, in the amount of \$727,350, will leave a current year balance of \$3,135,997 for the 09 Oak Point Park Development project.

**STRATEGIC PLAN GOAL:** Design services for improvements at Oak Point Park and Nature Preserve relates to the City's goal of Great Neighborhoods - 1st Choice to Live.

## SUMMARY OF ITEM

This project includes plans and construction documents for improvements to the hillside in Oak Point Park and Nature Preserve adjacent to Los Rios Boulevard and across from Fire Station 11. Proposed improvements at the park will include a large pavilion, a small pavilion, a unique nature playground, a 200-300 car parking lot, lighting, pond improvements, trails, tree planting, irrigation, earthwork, restroom building, lighting, special event improvements, and water, sewer and electrical connections.

The total contract fee is \$727,350 and includes preparation of design, construction documents, site plan, hydraulic study, Corp of Engineers permitting as necessary, architectural design of pavilions and restrooms, irrigation and landscape design, grading plans, acoustical study, lighting design, water, sewer and electrical design. The fee is 10.39% of the estimated construction budget of \$7,000,000. This fee is consistent with other similar park improvement projects.

MESA Design Associates, Inc. was selected as part of the 2010-11 annual consultant selection process to prepare a master plan for Oak Point Park and Nature Preserve. This project is a continuation of that project.

Project Location Map -  
<http://goo.gl/maps/C8aAU>

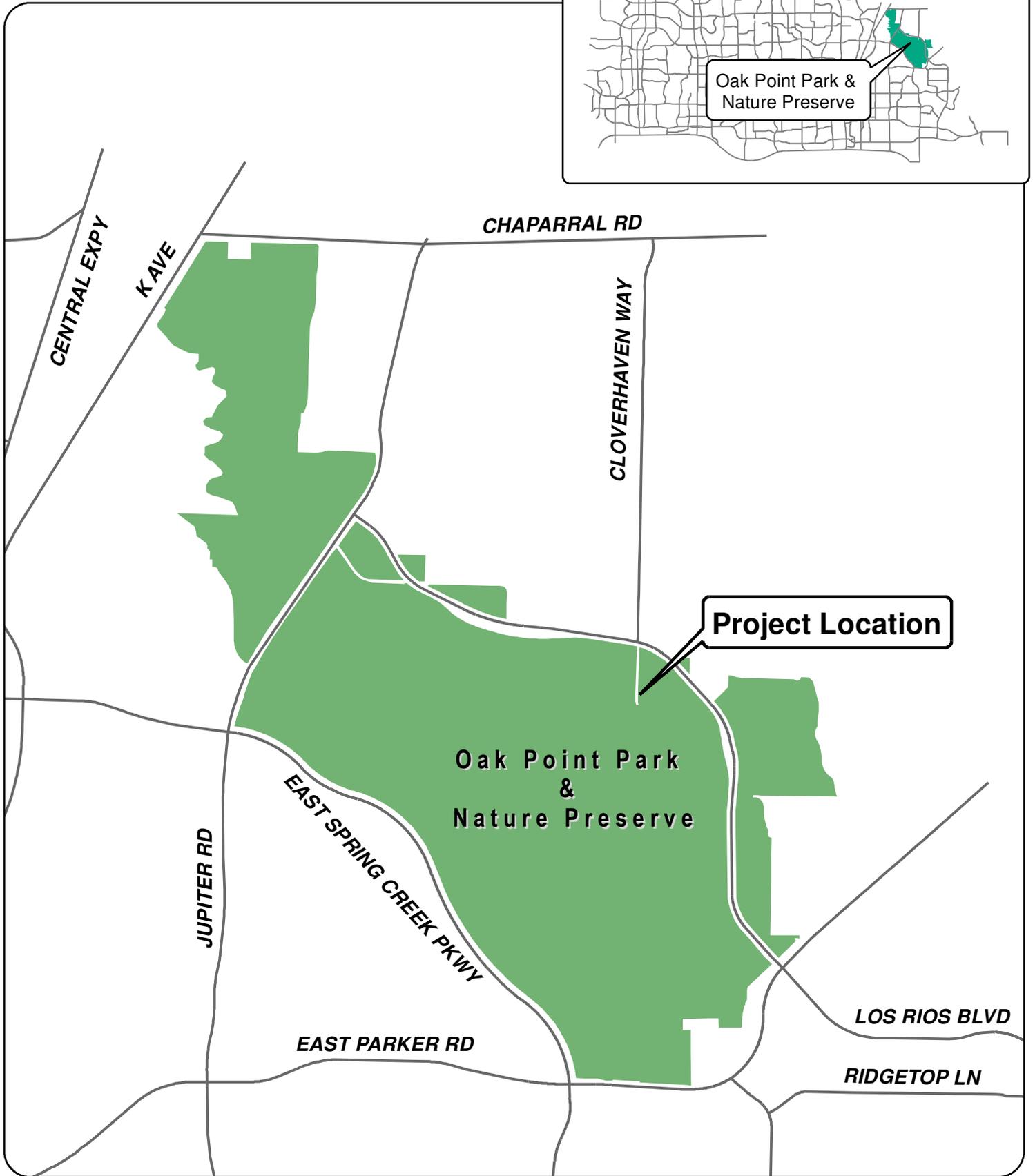
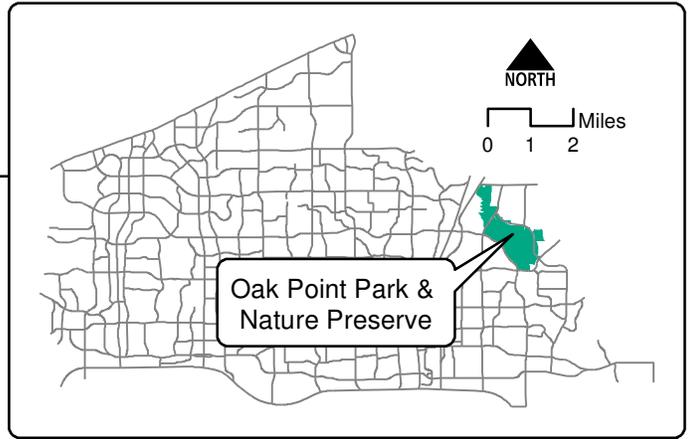
List of Supporting Documents:

Location Map

Landscape Architecture Services Agreement

Other Departments, Boards, Commissions or Agencies

# Location Map



**OAK POINT PARK AND NATURE PRESERVE  
HILLSIDE AND TRAIL IMPROVEMENTS**

**PROJECT NO. 6398**

**LANDSCAPE ARCHITECT SERVICES AGREEMENT**

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

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

**WHEREAS**, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **OAK POINT PARK AND NATURE PRESERVE HILLSIDE AND TRAIL IMPROVEMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Architect**

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

**II. Scope of Services**

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

### III. Schedule of Work

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

### IV. Compensation and Method of Payment

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

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

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

### VI. Insurance

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

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

### VII. INDEMNITY

**THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY**

NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

#### VIII. Independent Contractor

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

#### IX. Assignment and Subletting

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

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

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

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

#### **XI. Contract Termination**

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

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

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

### **XIII. Ownership of Documents**

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

### **XIV. Complete Contract**

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

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

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

City of Plano  
Parks Department  
Attn: Robin Reeves  
P.O. Box 860358  
Plano, TX 75086-0358

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

Mesa Design Associates, Inc.  
Attn: Fred Walters, Principal  
1807 Ross Avenue, Suite 333  
Dallas, TX 75201

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

#### **XVI. Miscellaneous**

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**MESA DESIGN ASSOCIATES, INC.**  
A Texas Corporation

DATE: 12/2/13 BY:   
Stan Cowan  
PRESIDENT

**CITY OF PLANO, TEXAS**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 2nd day of December, 2013, by **STAN COWAN, PRESIDENT of MESA DESIGN ASSOCIATES, INC.**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Karen Meloun  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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

## EXHIBIT "A"

### **SCOPE OF SERVICES**

This proposal addresses construction of Oak Point Park and Nature Preserve Hillside and Trail Improvements. The proposal addresses the following construction program with an anticipated budget of approximately \$7 Million. MESA will be prime consultant and retain the services of sub-consultants for Architecture, Civil, Structural, and MEP Engineering, Survey, Geotechnical Survey, and Corps Permitting.

- Limited Demolition
- Grading
- Wet & Dry Utilities (site)
- Utilities (MEP)
- Project Identity Sign
- Parking/Drop-off areas (200-300 spaces)
- Limited Tree Survey
- Plaza and Pavilions
  - Large Pavilion (10,000 sf)
  - Secondary Pavilion (2,500 sf)
- Restrooms
  - 2,500 sf each
- Site Lighting (Parking)
- Landscape and Irrigation
- Trail (length to be determined)
- Park road improvements
- Creative/Nature Playground
- Tree Mitigation (if needed)
- Pond Improvements
- Corps/404 Permitting (if needed)
- Well design (if needed)

### **PART ONE: SCHEMATIC DESIGN**

#### **Task One: Schematic Design**

Upon approval of the preliminary master plan and cost projections, the Design/Planning team will prepare construction documents for the Oak Point Park and Nature Preserve Hillside and Trail Improvements development areas. MESA will prepare design sketches, plans, and exhibits as necessary to convey the design recommendations. Elements developed within this task correspond to the elements described above.

**Product:** At the conclusion of the schematic design phase, MESA will prepare sketches of site elements as necessary. Cost projections will be analyzed in relation to the budget.

**Meetings:** Two (2) city meetings.

#### **Task Two: Site Plan submission:**

MESA will prepare the necessary documents for submission of site plan of the project to the appropriate city departments (assumed to be Planning and Engineering). It is assumed that due to the nature of the project, approvals will be secured on first submission, platting will not be required, and that any site plan amendments will be addressed on the construction documents. Representation at Planning and Zoning or City Council (if needed) is assumed to be by city staff.

**Product:** Drawings for submission.

**Meetings:** As part of bi-weekly coordination. Appearance at public meetings will be billed as additional services.

**Task Three: Pond Improvements**

Working with the Civil Engineer, MESA will examine grading issues dealing with potential improvements to the pond along Old Morton Vale Road. Improvements to the pond will be evaluated as part of the Oak Point Park and Nature Preserve Hillside and Trail improvements along with implications for future phases yet to be determined. Specifically, this task includes preparation of conceptual grading plans (hand drawn) for initial review by Civil Engineer, as well as wetland delineation to determine what permitting will be required for the proposed expansion, if any. Upon review and comment of the design alternatives, MESA will prepare digital grading plans for distribution to the civil engineer. This task includes preparation of one (1) plan and revision subsequent to Client's and Engineer's input. Additional plans will be billed according to the hourly rate schedule. These digital plans will be used for accurate earthwork calculations and preliminary mass grading.

**Product:** Scale drawings for pricing input from qualified contractors and cost prioritization

**Meetings:** Two (2) meetings with city staff. Additional meetings will be billed hourly as additional service.

**Task Four: Preliminary Cost Projection**

MESA and the Design Team will prepare a preliminary cost projection for the Oak Point Park and Nature Preserve Hillside and Trail Improvements in the park. This projection will identify phasing and sources of funds for development of the park. Through this process, the Design/Planning Team and City of Plano Staff can identify a scope of work for the team to proceed with design development and construction documentation.

**Product:** The Design/Planning Team will provide the city staff cost projections that depict the facilities within the preliminary master plan. These projections will take into account phasing and grant opportunities for the park.

**Meetings:** Assumed as part of meeting agenda for other tasks. Additional meetings will be billed hourly as additional service.

**PART TWO: DESIGN DEVELOPMENT**

**Task Five: Base Documents**

Using CAD files (existing hardscape features, utilities, and one-foot contours at a minimum) provided by the Surveyor (under separate contract to the City of Plano), MESA will prepare base map documents as necessary to perform the scope of work outlined in the following tasks. Additional fee may be required if CAD files provided to MESA are not adequate.

**Product:** All exhibits and submittal documents described above will be submitted with plan scale and number of copies in accordance with City requirements to be submitted at necessary deadline as established by the City/Client.

**Meetings:** Assumed as a topic at scheduled project coordination meetings.

### **Task Six: Bi-weekly Meetings and Coordination**

MESA will perform the role of "prime consultant" for the project. In that capacity, we will coordinate the input of the other design team members as necessary as it relates to the final accepted project vision and construction program. MESA will provide meeting minutes for any meetings attended as well as weekly schedule updates to be distributed via e-mail. Any necessary meetings and coordination outside of our office will be billed on an hourly basis. Services for this task will be billed as hourly services according to the attached hourly rate schedule.

**Meetings: This task assumes 9 bi-weekly meetings during the design development phase, spanning approximately 3 months. Any unused time for this task will not be billed.**

### **Task Seven: Design Development**

After budgetary review and prioritization, MESA will finalize the design program with input from the Client and design team. Design development will deal with detailed and refined aspects of the landscape design such as materials and furnishings selection, budget refinement, and consultation with contractors about maintenance considerations and materials availability. These design documents and an accompanying refinement of the cost analysis will be presented to the Client for review and comment for final approval. MESA will meet with the construction superintendent and appropriate contractors to facilitate the most accurate cost projections possible at this phase of development.

As part of the overall quality control process, we propose a ½ day roundtable review of the design development package with appropriate city staff to identify issues to be addressed in the construction documents as far as products, procedures, and construction methods.

**Product:** MESA will provide refined plans and details as necessary to address construction issues within project scope. Drawings will depict function, forms, and materials in graphic styles necessary to illustrate issues. Cost projections will be analyzed in relation to budget.

**Meetings: Covered under task Six. Additional meetings will be billed on an hourly basis as an additional service.**

## **PART THREE: CONSTRUCTION DOCUMENTS**

### **Task Eight: Construction Documents**

Upon approval of the design development documents and cost projections, the Design/Planning Team will prepare construction documents for the Oak Point Park and Nature Preserve Hillside and Trail Improvements. The Design/Planning Team will prepare the construction documents and specifications necessary to communicate the scope of work to a competent contractor. Construction documents shall include:

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Landscape Architectural Services Agreement  
Oak Point Park and Nature Preserve Hillside and Trail Improvements  
Project No. 6398

Exhibit A – Page 3

1. **MESA and the Design Team will prepare the following construction documents:**
  - a. Civil documentation of park road and parking lot grading plans (MESA will provide civil with conceptual grading to be refined and input into final documents – MESA will provide review during final documentation process).
  - b. Architectural design for two pavilions and two restroom buildings.
  - c. MEP documentation of lighting plans (MESA will provide MEP light fixture locations and cut-sheets for incorporation into final documents – MESA will provide review during final documentation process).
  - d. Grading plans including Pond Improvements from Task Three.
  - e. Layouts of trails, plazas, play areas and associated facilities, entrance signage walls and monuments.
  - f. Layout of all park roads and parking lots.
  - g. Grading of all trails, and pedestrian accessible facilities ensuring ADA and TDLR compliance.
  - h. Construction details for all hardscape elements within project scope. Interpretive, way finding, and parking (handicap) signage will not be included within this scope. Additional fee will be required for the preparation of this material.
  - i. Landscape Construction Plans
  - j. Landscape Details & Plant List
  - k. Irrigation Plans & Details
  - l. Preparation of technical specifications that pertain to the aforementioned scope items.
  - m. Tree mitigation plan, based on limited tree survey of Phase II project area.
  - n. Erosion Control plans, Tree mitigation plans, and Demolition plans for existing structures, mainly fencing. Demolition plans are assumed to be diagrammatic in nature, any special permitting or remediation documents are not included in this scope of service.
  - o. TDLR submittal and review. Estimated fee of \$1,500.00 (based on construction budget) is included in basic scope of services. Any additional fees will be charged as additional to this contract.

As part of the overall quality control process, we propose (2) ½ day roundtable reviews of the construction documents at 60% and 100% completion. The first review will focus on confirmation of the Design Development review and the second will address the plans coordination with the specifications and bid forms. These reviews will be with appropriate city staff to identify issues that may cause delays to issuing the bid package, permitting, and inspections.

**Product:** The Design/Planning Team will provide the following sets for the park throughout the construction phase:

1. Five sets 24" x 36" , and five copies 11" X 17" review set at 50% progress for internal distribution.
2. Five sets 24" x 36" , five copies 11" X 17" review set, and two sets of specifications at 95% progress.
3. Five copies 24" x 36" final set complete with professional stamps & two 8-1/2" x 11" sets of final specifications.

**Meetings:** Assumed as a topic at scheduled project coordination meetings.

#### **PART FOUR: BIDDING**

##### **Task Nine: Bidding Assistance**

The Design/Planning Team will assist the client in their implementation of the bidding process as follows:

1. Attend pre-bid meetings.
2. Answer questions and interpret drawings and specifications during the bidding period.
3. Prepare and distribute any required addendum.
4. Attend bid opening.
5. Provide review and analysis of the bids as submitted.
6. Plans will be distributed via BidSync. Any printing or distribution of hardcopies for bidding will be charged as an additional reimbursable expense.

**Product:** Successful contractor on budget with final construction scope ready for preparation of contracts by Client. Consultation with client to form strategies for bid alternates, if needed to maintain the aesthetic value, vision, and budget.

**Meetings:** Two (2) meetings outside of scheduled project coordination meetings.

#### **PART FIVE: CONSTRUCTION ADMINISTRATION PHASE**

##### **Task Ten: Contract Administration / Construction Observation**

The Design/Planning Team will support contract administration and construction observation services as they relate to the implementation of the construction documents described in this proposal. Construction observation services will be as follows:

1. Attend pre-construction meeting with selected contractor. This meeting will also coordinate scheduled visits to the site with the Superintendent and City of Plano project manager.

2. The Design/Planning Team will make site visits as necessary to the construction sites as they progress to determine conformance of the work to the design as portrayed in the construction documents. Site visits will be documented in field memos provided to the Client. These memos will generally describe The Design/Planning Team's response to issues identified by the Client and other issues that the team feels merit consideration by the Client.
3. The Design/Planning Team will clarify questions regarding the construction as the Client presents such questions, provide consultation and advice to the City, and prepare supplementary sketches where such sketches are needed to resolve conflicts between field conditions and the requirements of the drawings.
4. Review of contractor submittals and shop drawings as submitted by the contractor, for conformance with the project design. An evaluation of the submittal will be provided.
5. Tagging and inspection of plant materials (pre-delivery and on site) to assure conformance with the plans and specifications.
6. MESA will conduct a preliminary and final punch with contractor and city staff prior to substantial completion of project. Reports will be issued to city and contractor with field observations and required actions.

**Product:** Attendance at up to twenty-four (24) total site visits during the construction process with the Construction Superintendent or Client as requested. Site visits may be at critical points during construction at the decision of MESA. All field visits will be documented with a field report distributed to the client and the Construction Superintendent.

**Meetings:** None assumed outside of scheduled site visits.

**Task Eleven: Park Board & City Council Meeting (Optional Service)**

If requested by the city, the Design/Planning Team may present the phase I construction plans at a park board or city council meeting to inform the park board or council of the status of the master plan and provide an opportunity for those citizens affected most by the park to learn of its development.

**Product:** Attendance at two (2) public meetings, upon request.

**Meetings:** Additional meetings will be billed on an hourly basis as an additional service.

## EXHIBIT "B"

### Task One: Schematic Design

Initiation: Immediately upon execution of contract.  
Duration: 3-4 weeks.

### Task Two: Platting Site Plan Submission

Initiation: Immediately upon conclusion of Task One.  
Duration: 1 week (revisions not included)

### Task Three: Pond Improvements

Initiation: Concurrent with Task One.      **Duration:**

1-2 weeks

### Task Four: Preliminary Cost Projection

Initiation: Midway through Task One.

Duration: 2-3 weeks

### Task Five: Base Documents :

Initiation: Immediately upon execution of contract

Duration: 1 week

### Task Six: Bi-Weekly Meetings and Coordination

Initiation: Concurrent with Task One.

Duration: 8-10 weeks.

### Task Seven: Design Development

Initiation: Conclusion of Tasks One, Three, and Four

Duration: 3-5 weeks

Staff Review

Initiation: Midway through Task Seven.

Duration: 1-2 weeks

### Task Eight: Construction Documents

Initiation: Immediately upon conclusion of Task Seven.

Duration: 5-7 weeks

Staff Review

Initiation: Midway through Task Eight.

Duration: 1-2 weeks

### Task Nine: Bidding Assistance

Initiation: Immediately upon conclusion of Task Eight.

Duration: 3 weeks

Staff Review

Initiation: Immediately upon conclusion of Task Eight.

Duration: 2-3 weeks

### Total Duration of Tasks One-Nine:

**21-29 weeks**

This level of service achieves a selected bidder and initiation of construction.

### Task Eleven: Park Board and City Council Meetings

Initiation: As requested by City Staff.

Duration: T.B.D.

### Task Ten: Contract Administration/Construction Observation

Initiation: Immediately upon conclusion of Task Nine.

Duration: 48 weeks

This level of service is concurrent with estimated time of construction of one year.

**Total Project Duration, through completion of Oak Point Park and Nature Preserve Hillside and Trail Improvements:      69-77 weeks**

**EXHIBIT "C"**

**COST OF BASIC SERVICES**

The above scope of services will be billed on a completion basis as applicable (in accordance with the fee schedule specified below) with the total cost of services not to exceed the amount specified for each without a written addendum to this contract.

	MESA Fees	Architect Fees	Civil Engineering Fees	MEP/ Structur al	Acoustic Engineerin g
Task One: Schematic Design	\$47,750.00	\$24,420.00	\$5,500.00	\$6,945.00	\$2,500.00
Task Two: Site Plan Submission	\$500.00				
Task Three: Pond Improvements	\$16,800.00		\$86,450.00 incl. CLOMR & LOMR fees of \$9,700.00		
Task Four: Preliminary Cost Projection	\$9,600.00	\$2,960.00		\$2,000.00	
Task Five: Base Documents	\$4,750.00		\$13,100.00		
Task Six: Bi-Weekly Meetings and Coordination	\$25,000.00	T.B.D.	\$12,500.00		
Task Seven: Design Development	\$72,600.00	\$32,560.00	\$25,000.00	\$11,575.00	\$15,000.00
Task Eight: Construction Documents	\$98,250.00	\$65,120.00	\$25,500.00 incl. SWPPP	\$20,835.00	
Task Nine: Bidding Assistance	\$10,600.00	\$8,140.00	4,000.00	\$2,315.00	
Task Ten: CA/CO	\$32,850.00	\$29,600.00	\$8,000.00	\$4,630.00	
<b>Subtotal Total of Consultant's Fees:</b>	\$318,700.00	\$162,800.00	\$180,050.00	\$48,300.00	\$17,500.00
<b>Total Cost of Task One through Ten Services:</b>	\$727,350.00				

EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

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

1. General Insurance Requirements:

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

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

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

1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.

1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class V" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.

1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

2.1 The Architect shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist:

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

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

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

Landscape Architectural Services Agreement  
Oak Point Park and Nature Preserve Hillside and Trail Improvements  
Project No. 6398

Exhibit D – Page 2

Professional Errors and Omissions

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

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

**LANDSCAPE ARCHITECT**  
**City of Plano - Insurance Checklist**

("X" means the coverage is required.)

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

- 17. Garage Liability \$\_\_\_\_\_ BI & PD each occurrence
- 18. Garagekeepers' Legal \$\_\_\_\_\_ - Comprehensive  
\$\_\_\_\_\_ - Collision
- 19. Owners Protective Liability \$500,000 Combined single limits
- 20. City named as additional insured on General Liability policy.. This coverage is primary to all other coverages the City may possess.
- 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.
- 22. Ten (10) days notice of cancellation, non-renewal, endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "V/" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).
- 24. The Certificate must state project title and project number.
- 25. Other Insurance Required:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/25/2013

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

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

PRODUCER McLaughlin Brunson Insurance Agency, LLP 6600 Lbj Freeway Suite 220 Dallas TX 75240	CONTACT NAME: Joe A Bryant PHONE: (214) 503-1212 FAX: A/C.No. Excl: E-MAIL: ADDRESS:  INSURER(S) AFFORDING COVERAGE NMAC #
----------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

INSURED Mesa Design Associates, Inc. 1807 Ross Avenue, #333 Dallas TX 75201	INSURER A: Travelers Indemnity Co. of Am. 25666 INSURER B: XL Specialty Insurance Company 37885 INSURER C: Travelers Loyds Ins. Company 41262 INSURER D: Charter Oak Fire Insurance Co. 25615 INSURER E: Travelers Indemnity Company 25658 INSURER F:
--------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### COVERAGES

CERTIFICATE NUMBER: cert ID 21260

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY	Y	PACP7468L777	1/15/2013	1/15/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Indepnd. Contractors Contractual Liab.					
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	AUTOMOBILE LIABILITY	Y	BAV468H949 No Owned Autos.	1/15/2013	1/15/2014	
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS					
	SCHEDULED AUTOS NON-OWNED AUTOS					
E	UMBRELLA LIAB EXCESS LIAB	Y	CUP8150Y297	1/15/2013	1/15/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	UB6418Y599	6/1/2013	6/1/2014	X W/C STATUS <input type="checkbox"/> OTH- <input type="checkbox"/> LTD/LIMITS <input type="checkbox"/> ER \$ 1,000,000 EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability	N	DPR9711252	8/1/2013	8/1/2014	Per Claim \$ 1,000,000 Annual Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The Claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of certificate holder on all policies. City of Plano is shown as an additional insured on the general liability coverage as required by contract. The general liability coverage is on a primary and non-contributory basis. A waiver of subrogation is shown in favor of City of Plano on the workers compensation as required by contract.

RE: Project No. 6398, Oak Point Park and Nature Preserve Hillside and Trail Improvements

### CERTIFICATE HOLDER

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Plano  
Attn: Robin Reeves  
P. O. Box 860358  
Plano TX 75086-0358

AUTHORIZED REPRESENTATIVE  
*Joe A Bryant*

**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

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

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

Mesa Design Associates, Inc. \_\_\_\_\_

Name of Consultant

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

Signature

STAN COUGAN

Print Name

President

Title

12/2/13

Date

STATE OF TEXAS           §

COUNTY OF DALLAS       §

SUBSCRIBED AND SWORN TO before me this 2nd day of December, 2013.

Karen Melauin  
Notary Public, State of Texas





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/13		
Department:		Public Safety Communications		
Department Head		Susan Carr		
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>				
<b>CAPTION</b>				
Approve expenditure for the purchase of Maintenance Support for software and hardware of the 9-1-1 phone system for 911 Wireline Fees from Affiliated Telephone, Inc., a sole source provider for the City of Plano Vesta CS Meridian 9-1-1 Call Processing Equipment in the amount not to exceed \$101,202; authorizing its execution by the City Manager or his designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	105,834	0	<b>105,834</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-101,202	0	<b>-101,202</b>
<b>BALANCE</b>	<b>0</b>	<b>4,632</b>	<b>0</b>	<b>4,632</b>
<b>FUND(S):     WIRELINE FEES</b>				
<b>COMMENTS:</b> Funds are included in the FY 2013-14 911 Wireline Fees Adopted Budget to provide Maintenance Support of the 9-1-1 Phone System. Remaining balance will be used for other 911 Wireline Fees purchases. <b>STRATEGIC PLAN GOAL:</b> Providing Maintenance Support of the 9-1-1 Phone System relates to the City's Goal of a Financially Strong City with Service Excellence and a Safe Large City.				
<b>SUMMARY OF ITEM</b>				
Staff requests Council approval of the terms and conditions of a service agreement for Maintenance Support Services from Affiliated Telephone, Inc., the sole source provider for all hardware, software, and services, in an amount not to exceed \$101,202.50. Support services will include: Vesta CS System, Vesta with IRR for Radio, Vesta-View, Vesta 22 Button Add-On Module, Magic-MIS System (MagIC 4.0), ORION Mapping (MapStar), Monitoring & Response Support, Anti-Virus and Patch Management for a one (1) year period beginning on December 31, 2013 through December 31, 2014. (Contract No. 2014-71-X)				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	

# Interoffice Memo

**To:** Susan Carr, Manager – Public Safety Communications

**From:** Melissa Tutton, 9-1-1 Technical Coordinator

**Date:** 11/26/13

**Re:** Maintenance Support for 9-1-1 phone system (12/31/2013 to 12/31/2014)

PSC is recommending that the maintenance contract with Affiliated Telephone, Inc., for the Vesta CS Meridian 9-1-1 Call Processing Equipment be renewed. This contract will cover maintenance for software and hardware required through December 31, 2014. This maintenance is necessary to maintain support for the equipment to ensure optimal system operations and current software releases. Without this maintenance support for the 9-1-1 call processing equipment we would not have 24 X 7 support. In the event of a software or hardware failure, we could lose 9-1-1 answering capabilities. There is no alternative option for maintenance of the 9-1-1 call processing equipment.

This support covers the following products used by PSC.

- Vesta CS System
- Vesta with IRR for Radio
- Vesta-View
- Vesta 22 Button Add-On Module
- Magic-MIS System (MagIC 4.0)
- ORION Mapping (MapStar)
- Monitoring & Response Support (24x7/365)
- Anti-Virus
- Patch Management

Cassidian, an EADS Company, is the manufacturer of the equipment and Affiliated Communications, Inc., a channel partner, is the sole source provider of the maintenance for Cassidian.

We recommend purchasing this maintenance for the total price of \$101,202.50 from the sole source vendor, Affiliated Communications, Inc. out of the 9-1-1 Wireline Fund Balance.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12-17-13		
Department:		Engineering		
Department Head:		Jack Carr		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas supporting the application of BC Station Partners, LP to the Texas Commission on Environmental Quality for a Municipal Setting Designation at the northeast quadrant of Central Expressway and Renner Road in Richardson, Texas and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s): N/A</b>				
<b>COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: Supporting the ordinances of neighboring cities when they improve the quality of life in Plano relates to the City's Goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
<p>This resolution supports the application BC Station Partners, LP to the Texas Commission on Environmental Quality for a Municipal Setting Designation at the northeast quadrant of Central Expressway and Renner Road in Richardson, Texas. The Texas Commission on Environmental Quality requires property owners to get approval from any municipality within one-half mile of a requested Municipal Setting Designation site. The City of Plano is within one-half mile of the site and the property owner is requesting approval even though the site is located in Richardson. The City of Richardson approved the Municipal Setting Designation at their November 25<sup>th</sup> City Council meeting.</p> <p><a href="https://maps.google.com/maps?q=Renner+Road+%40+Plano+Road,+richardson,+texas&amp;hl=en&amp;ll=33.002113,-96.705608&amp;spn=0.00853,0.013711&amp;sll=32.946254,-96.688708&amp;sspn=0.136564,0.219383&amp;t=h&amp;hq=Renner+Road+%40+Plano+Road,&amp;hnear=Richardson,+Dallas,+Texas&amp;z=16">https://maps.google.com/maps?q=Renner+Road+%40+Plano+Road,+richardson,+texas&amp;hl=en&amp;ll=33.002113,-96.705608&amp;spn=0.00853,0.013711&amp;sll=32.946254,-96.688708&amp;sspn=0.136564,0.219383&amp;t=h&amp;hq=Renner+Road+%40+Plano+Road,&amp;hnear=Richardson,+Dallas,+Texas&amp;z=16</a></p>				
<b>List of Supporting Documents:</b>		<b>Other Departments, Boards, Commissions or Agencies</b>		
Location Map		N/A		
Resolution				
City of Richardson Ordinance				



PLANO PKWY

CENTRAL EXPY

F AVE

TAYLOR DR

N AVE

K AVE

EAST PLANO PKWY

City of Plano

PRESIDENT GEORGE BUSH TPKE

City of Richardson

Proposed Municipal Setting Designation

Plano Rd

Renner

City of Richardson  
Proposed Municipal Setting Designation

**A Resolution of the City Council of the City of Plano, Texas supporting the application of BC Station Partners, LP to the Texas Commission on Environmental Quality for a Municipal Setting Designation at the northeast quadrant of Central Expressway and Renner Road in Richardson, Texas and providing an effective date.**

**WHEREAS** Chapter 361, Subchapter W, of the Texas Health and Safety Code, the Texas Solid Waste Disposal Act authorizes the Texas Commission on Environmental Quality (TCEQ) to certify Municipal Setting Designations for properties upon receipt and approval of a properly submitted application to TCEQ; and

**WHEREAS**, as a part of the application to TCEQ for Municipal Setting Designation for a site, the applicant is required to provide documentation that the application is supported by: (1) the city council of the municipality in which the site is located, (2) the city council of each municipality with a boundary located not more than one-half mile from the site, (3) the city council of each municipality that owns or operates a groundwater supply well located not more than five miles from the site, and (4) the governing body of each municipal or retail public utility, as defined by Section 13.002 Texas Water Code, that owns or operates a groundwater supply well located not more than five miles from the site; and

**WHEREAS**, pursuant to Texas Health and Safety Code, Chapter 361, Subchapter W, the property owner will file an application with the TCEQ for the issuance of a Municipal Setting Designation for the property located at the northeast quadrant of Central Expressway and Renner Road in Richardson, Texas, shown on the attached Exhibit "A" (the "MSD Site"); and

**WHEREAS**, the MSD Site is within a one-half mile radius of the City limits of Plano, Texas; and

**WHEREAS**, the City Council of the City of Richardson approved the MSD Site by ordinance approved on November 25, 2013, attached hereto as Exhibit "B", and authorization has been requested by the property owner for each additional municipality and retail public utility for which approval is required; and

**WHEREAS**, the City Council of the City of Plano finds it in the best interest of the City to support the application for the Municipal Setting Designation for the MSD site.

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

**Section I.** The City of Plano supports the application of BC Station Partners, LP, to TCEQ for certification of a Municipal Setting Designation for the MSD Site as shown on the attached Exhibit "A".

**Section II.** This Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED AND APPROVED** the 17<sup>th</sup> day of December, 2013.

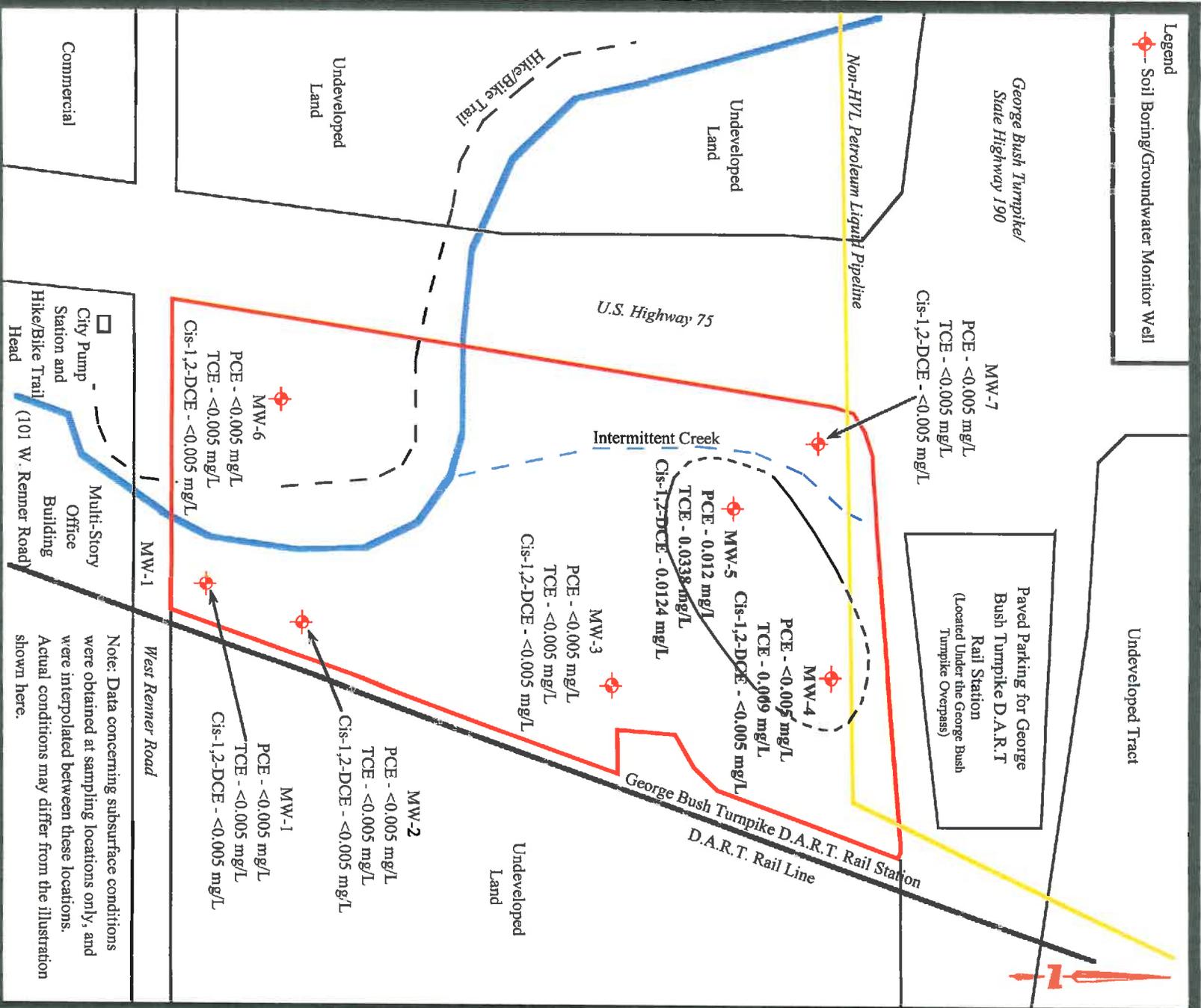
\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



Note: Data concerning subsurface conditions were obtained at sampling locations only, and were interpolated between these locations. Actual conditions may differ from the illustration shown here.

Environmental Site Investigation  
 Caruth Property  
 SEC of U.S. 75 & S.H. 190  
 Richardson, Texas  
 ALPHA Project No. E121936-2



**Figure 1 (Draft)**  
 Estimated Extent of VOC  
 Impacted Groundwater  
 Not to Scale

**ORDINANCE NO. 4034**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, PROHIBITING THE USE OF DESIGNED GROUNDWATER FROM BENEATH CERTAIN PROPERTY LOCATED IN AND AROUND THE NORTHEAST QUADRANT OF CENTRAL EXPRESSWAY AND RENNER ROAD IN RICHARDSON, TEXAS, AND SUPPORTING CERTIFICATION OF A MUNICIPAL SETTING DESIGNATION BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; PROVIDING A REPEALING CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Subchapter W, "Municipal Setting Designations," of Chapter 361, "Solid Waste Disposal Act," of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality to create municipal setting designations; and

**WHEREAS**, pursuant to Section 401.005(a) of the Texas Local Government Code, for the purpose of establishing and enforcing a municipal setting designation, the governing body of a municipality may regulate the pumping, extraction, or use of groundwater by persons other than retail public utilities, as defined by Section 13.002, Water Code, to prevent the use of or contact with groundwater that presents an actual or potential threat to human health; and

**WHEREAS**, pursuant to Section 401.005(b) of the Texas Local Government Code, for the purpose of establishing and enforcing a municipal setting designation, the governing body of a municipality by ordinance may extend to the extraterritorial jurisdiction of the municipality the application of municipal ordinances; and

**WHEREAS**, the city council finds that:

(1) The eligibility criteria of Section 361.803 of the Texas Health and Safety Code have been met;

(2) This municipal setting designation ordinance will not have an adverse effect on the current or future water resource needs or obligations of the City of Richardson;

(3) There is a public drinking water supply system that satisfies the requirements of Chapter 341 of the Texas Health and Safety Code and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property; and

(4) This municipal setting designation ordinance is necessary because the concentration of chemicals of concern exceed concentrations considered safe for human ingestion; and

**WHEREAS**, passing this municipal setting designation ordinance will encourage the redevelopment of the designated property consistent with the goals of the City; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:**

**SECTION 1.** That for purposes of this municipal setting designation ordinance, the “designated property” means the property described in Exhibit “A” attached hereto and made a part hereof for all purposes, the same as if fully copied herein.

**SECTION 2.** That for purposes of this municipal setting designation ordinance, “designated groundwater” means water below the surface of the designated property to a depth of 150 feet.

**SECTION 3.** That use of the designated groundwater from beneath the designated property as potable water, as defined in Section 361.801(2) of the Texas Health and Safety Code, and the following uses of or contacts with the designated groundwater are prohibited:

- (1) Human consumption or drinking.
- (2) Showering or bathing.
- (3) Cooking.
- (4) Irrigation of crops for human consumption.

**SECTION 4.** That the City Council supports the application to the Texas Commission on Environmental Quality for certification of a municipal setting designation for the designated property.

**SECTION 5.** That any person owning, operating, or controlling the designated property remains responsible for complying with all applicable federal, state, and local statutes, ordinances, rules, and regulations relating to environmental protection and that this municipal setting designation ordinance in itself does not change any environmental assessment or cleanup requirements applicable to the designated property.

**SECTION 6.** That approval of this municipal setting designation ordinance shall not be construed to subject the City of Richardson to any responsibility or liability for any injury to persons or damages to property caused by any chemical of concern.

**SECTION 7.** That within 60 days after adoption of this municipal setting designation ordinance, the City Manager shall cause to be filed a certified copy of this municipal setting designation ordinance in the deed records of the county where the designated property is located.

**SECTION 8.** That the City Manager shall notify the Texas Commission on Environmental Quality 60 days prior to any amendment or repeal of this municipal setting designation ordinance.

**SECTION 9.** That all provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 10.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Richardson as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

**SECTION 11.** That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other

than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 12.** That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 25<sup>th</sup> day of November, 2013.

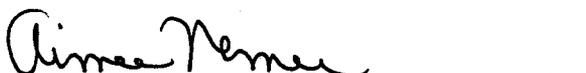
**APPROVED:**

  
MAYOR

**APPROVED AS TO FORM:**

  
CITY ATTORNEY  
(PGS:10-15-13 TM 63010)

**CORRECTLY ENROLLED:**

  
CITY SECRETARY



**EXHIBIT "A"**

**(to be attached)**





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/13		
Department:		City Manager		
Department Head		Frank F. Turner		
Agenda Coordinator (include phone #): <b>Sherry Jackson - Ext. 7122</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the purchase of .0447 acres in fee simple located at 1020 15th Place, Lot 11b of Block 4 of the Original Donation to the City of Plano, from Old Shed Joint Venture; authorizing execution of the purchase documents by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	9,305,007	0	<b>9,305,007</b>
Encumbered/Expended Amount	0	-1,229	0	<b>-1,229</b>
This Item	0	-81,500	0	<b>-81,500</b>
<b>BALANCE</b>	<b>0</b>	<b>9,222,278</b>	<b>0</b>	<b>9,222,278</b>
<b>FUND(S):     TIF- EAST SIDE</b>				
<b>COMMENTS:</b> Funds are included in the FY 2013-14 TIF East Side Fund Balance. This item, in the amount of \$81,500 will leave \$9,222,278 available for other objectives covered by the TIF East Side Fund.				
<b>STRATEGIC PLAN GOAL:</b> Purchase of the property in fee simple title relates to the City's Goal of Exciting Urban Centers - Destination for Residents and Guests.				
<b>SUMMARY OF ITEM</b>				
Purchase of .0447 acres in fee simple title from Old Shed Joint Venture of property located at 1020 15 <sup>th</sup> Place				
List of Supporting Documents: Exhibit "A"			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving the purchase of .0447 acres in fee simple located at 1020 15<sup>th</sup> Place, Lot 11b of Block 4 of the Original Donation to the City of Plano, from Old Shed Joint Venture; authorizing execution of the purchase documents by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City of Plano (“City”) will acquire fee simple title to .0447 acres of land located at 1020 15<sup>th</sup> Place, Lot 11b of Block 4 of the Original Donation to the City of Plano, shown on Exhibit “A” attached hereto, (the “Property”) from Old Shed Joint Venture; and

**WHEREAS**, the City Council authorizes the purchase of the Property in the amount of Eighty One Thousand Five Hundred Dollars (\$81,500.00) (the “Purchase Price”); and

**WHEREAS**, upon full review and consideration of the acquisition request, and all matters attendant and related thereto, the City Council finds that it is in the best interest of the City to purchase the Property.

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

**Section I.** The acquisition of the Property by the City from Old Shed Joint Venture for the Purchase Price 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 all documents in connection therewith on behalf of the City to facilitate the purchase of Property

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

**DULY PASSED AND APPROVED** this the 17th day of December, 2013.

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

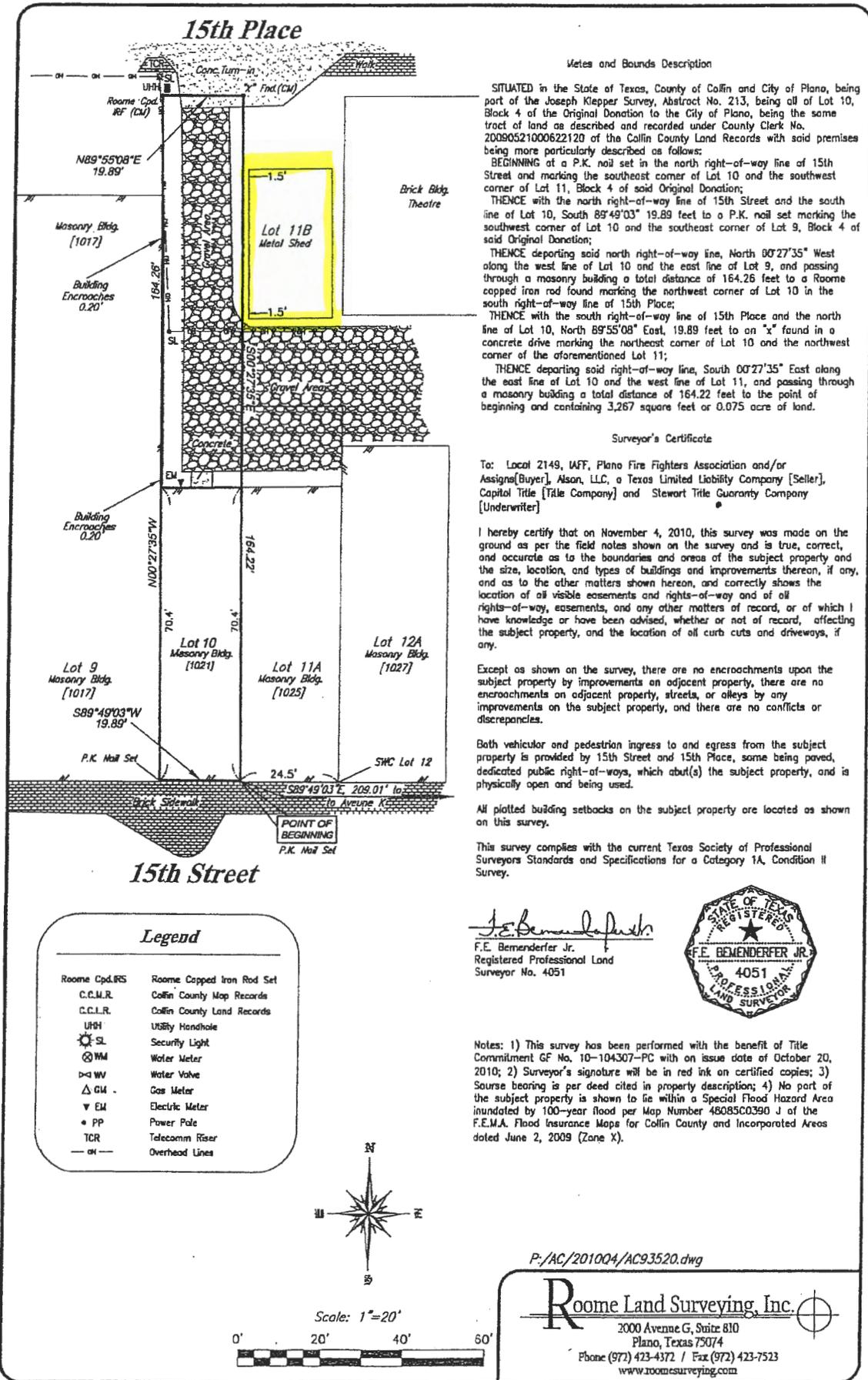
ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"



**Vetes and Bounds Description**

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being all of Lot 10, Block 4 of the Original Donation to the City of Plano, being the same tract of land as described and recorded under County Clerk No. 20090521000622120 of the Collin County Land Records with said premises being more particularly described as follows:  
 BEGINNING at a P.K. nail set in the north right-of-way line of 15th Street and marking the southeast corner of Lot 10 and the southwest corner of Lot 11, Block 4 of said Original Donation;  
 THENCE with the north right-of-way line of 15th Street and the south line of Lot 10, South 89°49'03" 19.89 feet to a P.K. nail set marking the southwest corner of Lot 10 and the southeast corner of Lot 9, Block 4 of said Original Donation;  
 THENCE departing said north right-of-way line, North 00°27'35" West along the west line of Lot 10 and the east line of Lot 9, and passing through a masonry building a total distance of 164.26 feet to a Roomie capped iron rod found marking the northwest corner of Lot 10 in the south right-of-way line of 15th Place;  
 THENCE with the south right-of-way line of 15th Place and the north line of Lot 10, North 89°55'08" East, 19.89 feet to an "x" found in a concrete drive marking the northeast corner of Lot 10 and the northwest corner of the aforementioned Lot 11;  
 THENCE departing said right-of-way line, South 00°27'35" East along the east line of Lot 10 and the west line of Lot 11, and passing through a masonry building a total distance of 164.22 feet to the point of beginning and containing 3,267 square feet or 0.075 acre of land.

**Surveyor's Certificate**

To: Local 2149, IAFF, Plano Fire Fighters Association and/or Assigns[Buyer], Alson, LLC, a Texas Limited Liability Company [Seller], Capital Title [Title Company] and Stewart Title Guaranty Company [Underwriter]

I hereby certify that on November 4, 2010, this survey was made on the ground as per the field notes shown on the survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location, and types of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way and of all rights-of-way, easements, and any other matters of record, or of which I have knowledge or have been advised, whether or not of record, affecting the subject property, and the location of all curb cuts and driveways, if any.

Except as shown on the survey, there are no encroachments upon the subject property by improvements on adjacent property, there are no encroachments on adjacent property, streets, or alleys by any improvements on the subject property, and there are no conflicts or discrepancies.

Both vehicular and pedestrian ingress to and egress from the subject property is provided by 15th Street and 15th Place, some being paved, dedicated public right-of-ways, which abut(s) the subject property, and is physically open and being used.

All plotted building setbacks on the subject property are located as shown on this survey.

This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

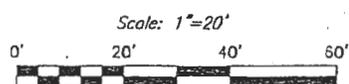
*F.E. Bemenderfer Jr.*  
 F.E. Bemenderfer Jr.  
 Registered Professional Land  
 Surveyor No. 4051



Notes: 1) This survey has been performed with the benefit of Title Commitment GF No. 10-104307-PC with an issue date of October 20, 2010; 2) Surveyor's signature will be in red ink on certified copies; 3) Source bearing is per deed cited in property description; 4) No part of the subject property is shown to be within a Special Flood Hazard Area inundated by 100-year flood per Map Number 48085C0390 J of the F.E.M.A. Flood Insurance Maps for Collin County and Incorporated Areas dated June 2, 2009 (Zone X).

**Legend**

Roomie Cpd. I.R.S.	Roomie Capped Iron Rod Set
C.C.M.R.	Collin County Map Records
C.C.L.R.	Collin County Land Records
UHH	Utility Handhole
SL	Security Light
WM	Water Meter
WV	Water Valve
GM	Gas Meter
EM	Electric Meter
PP	Power Pole
TCR	Telecomm Riser
OH	Overhead Lines



P:/AC/201004/AC93520.dwg

**Roome Land Surveying, Inc.**  
 2000 Avenue G, Suite 810  
 Plano, Texas 75074  
 Phone (972) 423-4372 / Fax (972) 423-7523  
 www.roomesurveying.com



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/13		
Department:		ENVIRONMENTAL HEALTH		
Department Head		BRIAN COLLINS		
Agenda Coordinator (include phone #): <b>Doris Callaway, Ext. 7494</b>				
<b>CAPTION</b>				
Receipt of Public Comment in Consideration of an Ordinance of the City Council of the City of Plano, Texas, amending Ordinance No. 2012-12-16, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano to add Section 9-79 of Article VII, Construction and Maintenance of Physical Facilities, of Chapter 9, Food Code, to establish a process to apply for a variance allowing dogs on outdoor patios at certain food establishments; providing a repealer clause, a severability clause, a savings clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact <b>STRATEGIC PLAN GOAL:</b> Updates to Chapter 9, Food Code of the Code of Ordinances of the City of Plano relate to the City's Goal of a Safe Large City.				
<b>SUMMARY OF ITEM</b>				
Amending ordinance to establish a process to apply for a variance with health and safety guidelines allowing dogs on outdoor patios at certain food establishments.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Health Memo				



# Memorandum

**Date:** December 4, 2013

**To:** Brian Collins  
Director of Environmental Health

**From:** Geoffrey Heinicke  
Environmental Health Manager

**Subject:** Revisions to Chapter 9

Chapter 9 (Food Code) has been amended to provide food establishments an opportunity to apply for a variance, which will allow dogs in outdoor patios. Requirements have been established to mitigate risks associated with presence of dogs in these areas of food establishments. This application process and requirements are included as amendments to Chapter 9.

A “variance application/renewal” fee has been added to the “Health Categories and Fees” ordinance, as referenced in these amendments to Chapter 9.

**An Ordinance of the City Council of the City of Plano, Texas, amending Ordinance No. 2012-12-16, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano to add Section 9-79 of Article VII, Construction and Maintenance of Physical Facilities, of Chapter 9, Food Code, to establish a process to apply for a variance allowing dogs on outdoor patios at certain food establishments; providing a repealer clause, a severability clause, a savings clause, and an effective date.**

**WHEREAS**, on December 18, 2012 the City Council of the City of Plano duly passed Ordinance No. 2012-12-16 codified as Chapter 9, Food Code, of the Code of Ordinances of the City of Plano; and

**WHEREAS**, upon review of the existing ordinance, regulations governing food establishments, and considering the opinion of citizens and business owners, staff recommends that certain amendments be made in order to address the needs of citizens and protect public health and safety; and

**WHEREAS**, the City Council of the City of Plano, Texas determines it is in the best interest of the City and its citizens to adopt regulations to allow food establishments to seek a variance allowing dogs on outdoor patios within the City of Plano and to establish standards that will protect public health and safety; and

**WHEREAS**, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended changes are in the best interest of the City and its citizens and will promote the health, safety and welfare of the citizens of Plano and the general public.

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

**Section I.** Ordinance No. 2012-12-16 codified as Chapter 9, Food Code, of the Code of Ordinances of the City of Plano, is hereby amended by the addition of the following new Section 9-79:

“Sec. 9-79. Variance for dogs on premises of a food establishment

(1) A food establishment with an outdoor patio under its exclusive ownership or control may apply to the regulatory authority for a variance modifying or waiving the prohibition against dogs on the premises of a food establishment contained in Section 9-78(f)(1) of this Code, and Section 229.167(p)(15) of the TFER. The food establishment shall apply for the variance on a form provided by the regulatory authority and shall include in the application all of the information required by Section 229.171(c)(2) of the TFER. The application shall be accompanied by a nonrefundable variance application fee.

(2) The regulatory authority may grant a variance, as authorized in Section 9-108 (c) of this Chapter and Section 229.171(c) of the TFER, by modifying or waiving the requirements of the TFER or the requirements of Section 9-78(f)(1) of this Code.

(3) A food establishment granted a variance shall comply with any conditions or standards for the variance established by the regulatory authority or this chapter.

(4) A variance granted under this section is nontransferable. The variance shall expire two years after the date it is granted by the regulatory authority, unless it is sooner revoked by the regulatory authority or terminated by the food establishment. A variance may be renewed through the application process set forth in Paragraph (1) of this subsection.

(5) The regulatory authority shall deny or revoke a variance if:

- (A) the application for variance contains a false statement as to a material matter;
- (B) the food establishment does not hold a valid permit issued under this Chapter;
- (C) the regulatory authority determines that a health hazard or nuisance will result or has resulted from the variance;
- (D) the food establishment failed to pay a fee required under this Chapter at the time it was due; or
- (E) the food establishment is in violation of any term or condition of the variance as established by the regulatory authority, this Chapter, or state law.

(6) If the regulatory authority denies or revokes a variance, the regulatory authority shall notify the applicant in writing by personal service or regular United States mail. The notice must include the reasons for the denial or revocation and a statement informing the applicant of the right to appeal the decision in accordance with Section 9-115 of this Chapter.

(7) If the regulatory authority grants a variance to Section 9-78(f)(1) of this Chapter allowing dogs to be present in the outdoor patio area of a food establishment, then the food establishment shall comply with the following conditions and standards in addition to any other conditions and standards established by the regulatory authority for the variance under the authority of Section 229.171(b)(1) of the TFER:

(A) Except as allowed under Section 9-78(f)(2) of this Chapter, no dog may be present inside the food establishment or on any playground area of the food establishment.

(B) A separate entrance must be provided from the outside of the food establishment to the outdoor patio so that a dog will have direct access to the patio without entering the interior of the food establishment or any playground area of the food establishment. A dog may not be allowed within seven (7) feet of any entrance to the interior of the food establishment, except when necessary to enter or exit the patio.

(C) A sign must be posted at the front entrance of the food establishment so that it is easily visible to the public. The sign must state: "DOG FRIENDLY PATIO - DOG ACCESS ONLY THROUGH OUTDOOR PATIO."

(D) Doors equipped with self-closing devices must be provided at all entrances to the outdoor patio from the interior of the food establishment, and must be kept closed when not in use.

(E) No food preparation, including mixing drinks or serving ice, may be performed in the outdoor patio area, except that a beverage glass may be filled on the patio from a pitcher or other container that has been filled or otherwise prepared inside the food establishment.

(F) The outdoor patio must be continuously maintained free of visible dog hair, dog dander, and other dog-related waste or debris. The outdoor patio must be hosed down or mopped

with a product approved under Section 9-77 of this Code at the beginning of each shift during which food or beverages will be served (breakfast, lunch, dinner, or late-hours), or, if a food establishment has continuous food or beverage service without designated shifts, then every three (3) hours that the establishment is open for business, except that cleaning under this subparagraph is not required if no dog has been present on the outdoor patio since the last cleaning.

(G) (a) All table and chair surfaces shall be constructed of non-porous, easily cleanable material and cleaned and sanitized with a product approved under Section 9-77 of this Code.

(b) Spilled food and drink shall be removed from the floor or ground within five (5) minutes of the spill.

(H) Waste created from a dog's bodily functions must be cleaned up with a product approved under Section 9-77 of this Code within five (5) minutes after each occurrence. All dog waste must be disposed of outside of the food establishment in an appropriate waste receptacle. Equipment used to clean the outdoor patio must be kept outside of the food establishment.

(I) While on duty, wait staff or other food handlers at the food establishment may not pet or have contact with any dog.

(J) A card, sign, or other effective means of notification shall be displayed to notify patrons in the outdoor patio area that they should wash their hands before eating.

(K) A dog must be kept on a leash, or in a secure bag or container specifically designed to carry and provide continuous restraint of dogs while providing adequate ventilation, and remain under continuous physical control of the customer while in the outdoor patio area. The dog must be wearing a collar or harness with a current rabies tag attached to it.

(L) A dog is not allowed on a seat, table, countertop, or similar surface in the outdoor patio area.

(M) A dog is not allowed to have contact with any dishes or utensils used for food service or preparation at the food establishment.

(N) A dog may not be given any food (including, but not limited to, dog kibble, biscuits, and edible treats) while in the outdoor patio area, but may be given water in a disposable container.

(O) The food establishment shall maintain written procedures to notify the City of Plano's Animal Services Division of any local rabies control incident as required by Section 4-93 of this Code, or any other incident in which two or more dogs are involved in any sort of altercation where they physically come into contact with each other, regardless of whether any of the animals are injured."

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

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

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

**Section V.** This Ordinance shall become effective from and after its passage.

**DULY PASSED AND APPROVED** this the 17<sup>th</sup> day of December, 2013.

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/13		
Department:		ENVIRONMENTAL HEALTH		
Department Head		BRIAN COLLINS		
Agenda Coordinator (include phone #): <b>Doris Callaway, Ext. 7494</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, amending Ordinance No. 2012-11-24 entitled "Health Categories and Fees," to amend Health Department fees; providing a repealer clause, a severability clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2013-14	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): <b>N/A</b>				
<b>COMMENTS:</b> The impact of the ordinance change is unknown at this time. <b>STRATEGIC PLAN GOAL:</b> Updates to the Health Categories and Fees Ordinance relate to the City's Goal of Financially Strong City and Service Excellence and Safe Large City.				
<b>SUMMARY OF ITEM</b>				
This Ordinance will update the Health fee schedule to reflect a variance application/renewal fee for specific services provided by the department. This fee will mitigate costs associated with this service.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, amending Ordinance No. 2012-11-24 entitled “Health Categories and Fees,” to amend Health Department fees; providing a repealer clause, a severability clause, and an effective date.**

**WHEREAS**, on July 26, 2010, the City Council of the City of Plano duly passed Ordinance No. 2010-7-8 which adopted permit and inspection fees for health department services; and

**WHEREAS**, on November 26, 2012, the City Council of the City of Plano duly passed Ordinance No. 2012-11-24, repealing Ordinance No. 2010-7-8, and providing for new permit and inspection fees for health department services; and

**WHEREAS**, staff recommends that the health services fee schedule be amended to include a new fee to process variance requests to allow dogs on the patios of certain food establishments; and

**WHEREAS**, the City Council, based upon staff recommendations and review and consideration of these matters, has determined that it is in the best interest of the City of Plano, Texas, to revise the fees hereinafter set forth, and that they are proper and should be approved and adopted.

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

**Section I.** Ordinance No. 2012-11-24 is hereby amended by adding a new fee category 11, entitled “Variance Application/Renewal Fee,” to the table of Health Department Fees, so that the new table shall read as follows:

**HEALTH DEPARTMENT FEES**

<b>RETAIL FOOD PERMIT FEES:</b>	<b>Fee</b>
1. Mega Stores	\$ 1000.00
2. Grocery Stores	\$ 800.00
3. Full Service	\$ 500.00
4. Exempt	-0-
5. Fast Foods	\$ 400.00
6. Convenience	\$ 300.00
7. Non-PHF	\$ 200.00
8. Misc. Vending	
A. Hot Trucks	\$ 300.00
B. Catering, Prepackaged	\$ 275.00
C. Push Cart (Ice Cream)	\$ 150.00
9. Seasonal, Non-PHF	\$ 150.00
Temporary	\$ 75.00

10. Farmers' Market	
A. 1-30 Vendors	\$ 200.00
B. 31-60 Vendors	\$ 400.00
C. 61+ Vendors	\$ 600.00
11. Variance Application/Renewal Fee	\$ 100.00

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

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

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

**DULY PASSED AND APPROVED** this the 17<sup>th</sup> day of December, 2013.

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/2013		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): <b>Karen Suiter x7566</b>				
<b>CAPTION</b>				
Public Hearing and Comment: Review of the Consolidated Annual Performance 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 2012-2013 grant year. The public will be given an opportunity to speak on the report during the public hearing.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s):     NA</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Conducting a Public Hearing on the Consolidated Annual Performance Report relates to the City's goal of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
As a requirement of receiving funds through the U.S. Department of Housing and Urban Development annually, the City must report on the grant-funded programs and related expenditures within 90-days of the end of the grant year. The report, called a Consolidated Annual Performance and 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: Memo, Report			Other Departments, Boards, Commissions or Agencies Community Relations Commission	

**M E M O R A N D U M**

---

**DATE:** December 2, 2013

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

**FROM:** Shanette Brown, Community Services Manager

**RE:** 2012-13 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, 2012 through September 30, 2013.

To summarize, Plano expended \$1,932,230 in federal funds from HUD during the 2012 grant year. One hundred percent of funds expended were used to provide housing and/or public services. A total of 710 low-income individuals and 111 low-income households obtained assistance. Additionally, projects focused on creating and sustaining housing included seven new affordable houses, 47 housing rehabilitations, and down payment and closing cost assistance for 10 first-time homebuyers.

The City of Plano also provided \$263,500 in Buffington Community Services Grant funds to provide short-term, urgent economic assistance and care services to Plano residents. City funds assisted 7,371 individuals and 315 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. (Please note that some of the residents who were assisted appear in more than one of the following categories.)

Homeless/At-Risk of Homelessness	604
Elderly	1089
Persons with HIV/AIDS	23
Youth	683
Health Services	5033
Rent and Utility Assistance	39
Counseling/Advocacy	900

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 14, 2013. There were no comments from the public, but 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.



## 2012 City of Plano Consolidated Annual Performance Evaluation Report

Prepared for  
United States Department of  
Housing and Urban Development  
by the City of Plano, Texas



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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 2012 CAPER is used by HUD and the City to evaluate progress and performance during October 1, 2012 through September 30, 2013, the third 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 2012-13 program year (PY), the City of Plano received an entitlement of \$1,432,009 in Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds and \$266,517 in program income. The total expended for CDBG and HOME, in the amount of \$1,932,230, includes funds from PY 2012-13 and prior years. General funds totaled \$263,500. All unexpended federal funds will carry over to PY 2013. 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 2012 Entitlement Funds	PY 2012 Program Income	PY 2012 Expenditures (includes prior year funds)	PY 2012 balance
CDBG	\$ 1,088,964	\$ 259,078	\$ 1,457,913	\$ 938,736
HOME	\$ 343,045	\$ 7,439	\$ 474,317	\$ 257,201
BCSG	\$ 263,500	0	\$ 263,500	0
<b>TOTALS</b>	<b>\$ 1,695,509</b>	<b>\$ 266,517</b>	<b>\$ 2,195,730</b>	<b>\$1,195,937</b>

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 2012 program year.

2012 Activities	HUD Activity Number
Boys and Girls Club of Collin County	572
Communities in Schools Dallas Region	573, 574
Christ United Methodist Church	568, 580
City of Plano Housing Rehabilitation Program	569, 576, 594

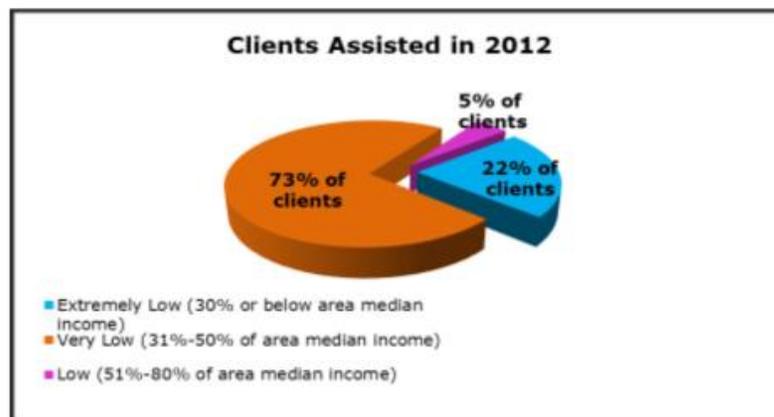
## Summary of Resources and Distribution of Funds

2

2012 Activities	HUD Activity Number
City of Plano First Time Homebuyer Program	581, 582, 583, 586, 587, 589, 590, 592, 597, 599
Maurice Barnett Geriatric Wellness Center	578, 579
Habitat for Humanity of South Collin County	511, 512, 513, 514, 515, 516, 517,
LaunchAbility	577
Plano Housing Corporation	565, 566, 571, 584, 585, 596, 600
City of Plano Homelessness Prevention (Samaritan Inn)	575

**Table 2.2 2012 Plano CDBG/HOME Agencies**

Federal dollars assisted 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, 710 individuals and 111 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 2012 program year, the City of Plano set aside \$1 per capita of 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 2012, \$263,500 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
Assistance League of Greater Collin County	Hope's Door
CASA of Collin County	Jewish Family Services
Children's Advocacy Center of Collin County	Journey of Hope
City House	Plano Children's Medical Clinic
Collin County Committee on Aging	Rape Crisis Center
Collin County Dental	Samaritan Inn
Family Outreach	

**Table 2.3 2012 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, 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 2012, 7,371 individuals and 315 families/households living in Plano were assisted with BCSG funds.

In summary, the City of Plano assisted 8,081 individuals and 426 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 2012 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.**

Six 2012-13 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

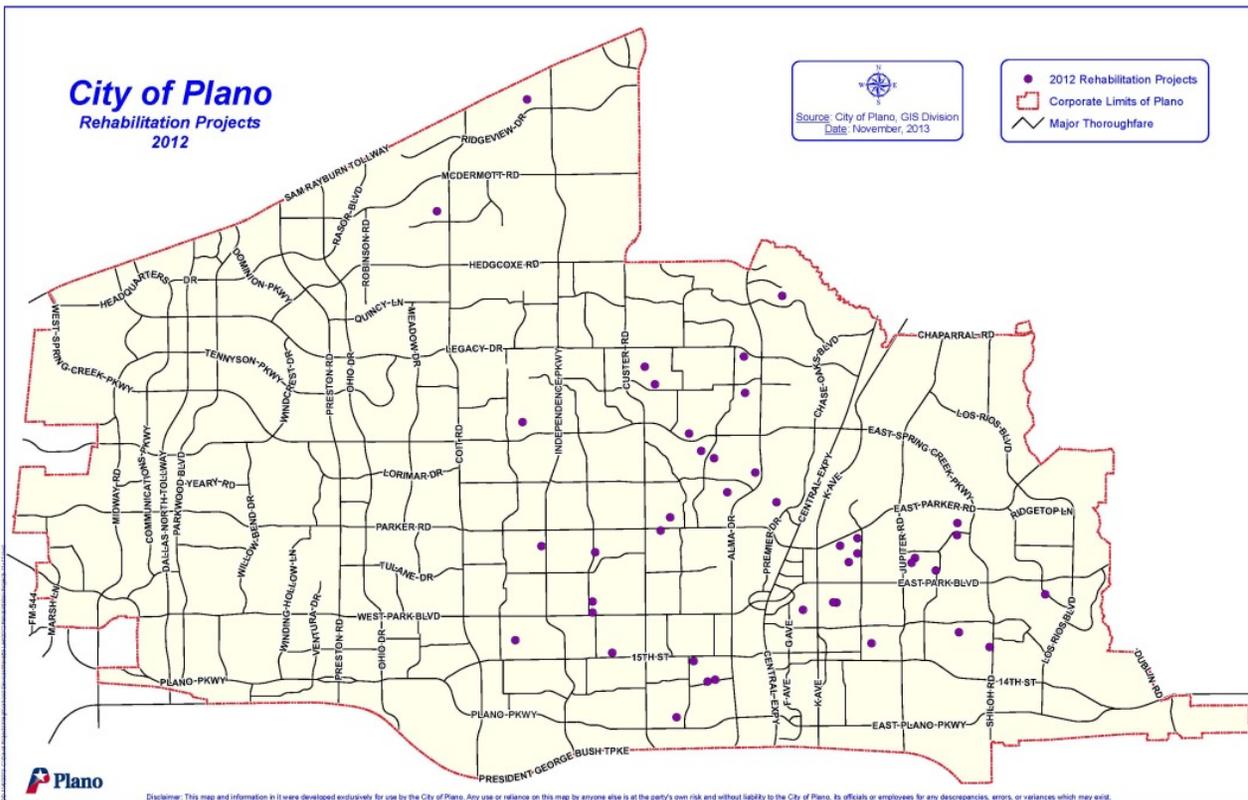
**Continue to preserve and enhance existing housing stock through home rehabilitation.**

##### 3.1.1.1 City of Plano Housing Rehabilitation

Several neighborhoods throughout the City have benefited from rehabilitation projects completed during PY 2012-13. Approximately \$1,070,175 in CDBG and HOME funds provided 23 emergency repairs, 19 home rehabilitations and the completion of one home reconstruction. Of the 43 households assisted, eight were categorized as extremely low, 10 very low and 25 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 2012 program year showed improvement in the HERS rating, specifically, an average of 36% as a result of the rehabilitation. The 2012 City of Plano Housing Rehabilitation project location map (Picture 3.1) shows housing rehabilitation program activities during PY 2012.

## Narratives of Consolidated Plan Goals and Objectives



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.

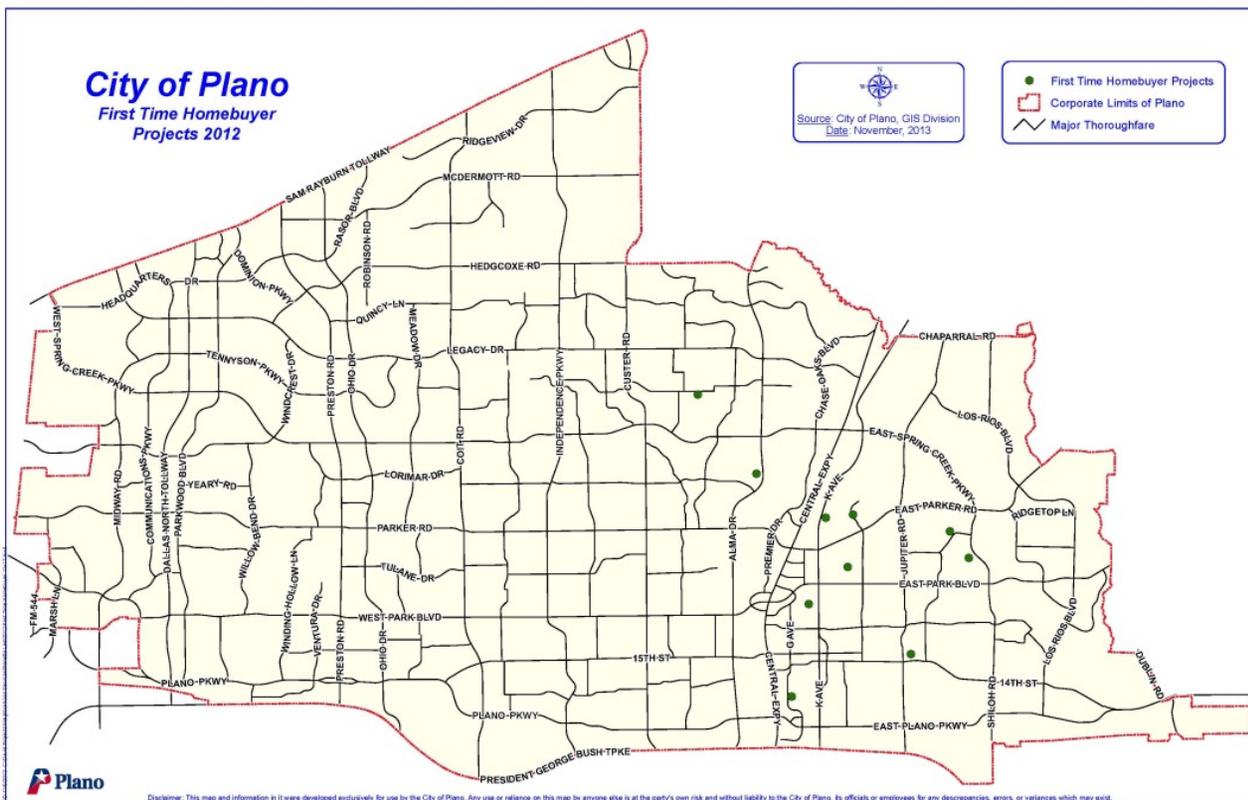
#### 3.1.2.1 Plano Housing Corporation

Plano Housing Corporation serves as the Community Housing Development Organization (CHDO) for the City of Plano. During PY 2012-13, this agency helped create affordable homeownership opportunities by purchasing, rehabilitating, and selling four homes to low income homebuyers. A total of \$25,000 in CDBG funds and \$137,660 in HOME funds were spent for these activities and associated operational expenses. Because little land is available for new construction, the service provided is very important to the City.

### 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 2012-13, the City of Plano continued to collaborate with two neighboring cities and is the central homebuyer education provider. Collaboration has benefited all parties by eliminating duplication of services, improving the quality of materials, increasing class participation and decreasing cost for each city. Other benefits include increased partnerships with lenders, realtors and other housing professionals as their knowledge and skills are used to enhance the training of potential homebuyers.

The City spent \$47,869 in CDBG and \$72,366 in HOME funds to assist 10 low income households. The 2012 City of Plano First Time Homebuyer Project Location map (Picture 3.2) shows where homes were purchased.



Picture 3.2

## Narratives of Consolidated Plan Goals and Objectives

### 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 2012-13, the organization completed six homes and moved forward with completing construction on 4 additional lots. Construction of the 10 unit infill housing project has created affordable homes for low income families and improved the neighborhood substantially. Habitat spent \$50,362 in HOME funds for construction costs. Property acquisition and lot preparation costs were included in prior years.

### 3.1.2.4 Christ United Methodist Church

During PY 2012-13, Christ United Methodist Church celebrated constructing its 10th home with the assistance of HOME funds. The 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 \$40,022 in HOME funds during the 2012-13 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.

## 3.2 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.**

## Narratives of Consolidated Plan Goals and Objectives

3

Nine 2012-13 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

**Develop and upgrade public facilities and infrastructure to help lower income persons, those with special needs and neighborhoods in need.**

The City has accomplished the accessibility modifications commitment to upgrade public facilities and infrastructure.

### 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 133 low income youth through their SMART Moves program. Funds provided salaries for SMART Moves staff, building maintenance and utility fees. The agency provided two gender specific youth forums to address such topics as moral compass, education and career development, and health and fitness. The agency spent \$30,000 in CDBG funds to carry out program activities.

#### 3.2.2.2 Communities in Schools

Communities in Schools spent \$15,000 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 and one at Bowman Middle School. Caseworkers provided assistance to a total of 35 students.

#### 3.2.2.3 Maurice Barnett Geriatric Wellness Center

The Maurice Barnett Geriatric Wellness Center assisted persons either disabled or 62 years of age and older through two CDBG funded programs. The agency used \$32,853 to provide preventive health care services to 505 individuals visiting the agency's clinic, and \$22,000 helped provide case management and counseling services to 25 at-risk seniors participating in their Gatekeepers Program.

### **3.2.2.4 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 were awarded to 15 agencies. Of these, \$183,000 was spent to assist the special needs population.

#### **Elderly Populations:**

The Collin County Committee on Aging provided meals to 283 senior Plano residents. This service extends the nutrition level of seniors with the least income and greatest need.

#### **Neighborhoods:**

The City "Love Where You Live" program invested huge efforts toward sustaining and revitalizing existing neighborhoods. During the 2012 PY, two neighborhoods were targeted. The projects were accomplished with 813 volunteers who committed 4,634 hours to complete 27 housing projects and collect more than 12 tons of debris.

#### **Homeless Youth:**

City House assisted 86 homeless youth by providing shelter, educational and life skills mentoring.

#### **Victims of Domestic Violence:**

Hope's Door assisted 476 battered women and children with shelter and counseling.

#### **Abused Children:**

Court Appointed Special Advocates (CASA) of Collin County offers support for abused and neglected children within the court system. BCSG funds allowed advocates to serve as the voice for 118 Plano children during the 2012-13 program year. Children's Advocacy Center provided counseling and therapeutic services to 414 individuals.

#### **Persons in Need of Nutrition, Mental and/or Physical Medical Treatment:**

Health Services of North Texas provided supportive services for persons of special needs populations. The organization spent \$10,000 in CDBG funds to assist 23 Plano residents with medically-necessary nutrition and other services for persons of special needs populations.

Services provided by health clinics oftentimes eliminate emergency room visits. Plano Children's Medical Clinic provided preventive health care to 4,023 Plano children.

## Narratives of Consolidated Plan Goals and Objectives

3

The Rape Crisis Center provided crisis intervention, information and referral to Collin County hospital emergency rooms for victims of sexual assault and their families. The agency assisted 166 Plano residents.

Journey of Hope provided grief counseling at no cost to children, teens, young adults, and their families totaling 200 Plano residents.

### **School Age Youth:**

The Assistance League of Collin County provided 530 Plano school children with clothing and supplies for the 2012 school year.

### **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 39 Plano households and spent \$67,756 in CDBG funds. Participating households received financial assistance and case management services.

#### **3.2.3.2 City-Funded Projects**

Of the City's general funds, \$19,000 of Buffington Community Services Grant (BCSG) funds was awarded to help address the needs of those that are homeless or at-risk of being homeless.

### **Homeless or At-risk of Homelessness:**

The Samaritan Inn used BCSG funds to assist 74 individuals with case management and shelter for residents that became homeless while living in Plano.

## **3.3 Economic Opportunity Strategy**

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

One 2012-13 program activity is defined within the Economic Opportunity Strategy. The objective is listed below:

### **3.3.1 Objective EO-2**

**Create and/or expand opportunities for small businesses and/or microenterprises.**

#### **3.3.1.1 LaunchAbility**

During program year 2012-13, LaunchAbility assisted 12 adults with cognitive disabilities in obtaining and maintaining employment with market pay. The agency spent \$10,000 in CDBG funds toward the goal of creating and/or expanding opportunities in the business sector.

### **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 \$235,288 in CDBG and HOME funds administering the 2012-13 program activities to include salaries, training/professional development, public notices and printing, audit costs, association dues and mileage reimbursement.

## Assessment of Consolidated Plan Goals & Objectives

4

### 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 2012; year three 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	%
<b>Objective DH-1.1: Preserve and enhance existing housing stock through home rehabilitation</b>								
Rehabilitate/Improve existing home stock (units)	<b>95</b>	34	36	43			<b>113</b>	<b>120%</b>
Offer and Market programs to rehabilitate existing rental stock (meetings)	<b>10</b>	0	1	2			<b>3</b>	<b>30%</b>
<b>Objective DH-1.2: Continue to create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation.</b>								
Assist homebuyers through education and homebuyer assistance (households)	<b>60</b>	11	13	10			<b>34</b>	<b>57%</b>
Inventory available parcels and evaluate their feasibility for affordable housing development (develop land map)	<b>1</b>	0	0	1			<b>1</b>	<b>100%</b>

**Table 4.1 Numerical Summary**

## Assessment of Consolidated Plan Goals & Objectives

Decent Housing Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
<b>Objective DH-1.3: Increase and support affordable rental housing opportunities in Plano.</b>								
Support PHA to maintain affordable housing developments (environmental- reviews)	5	1	1	1			3	60%

Table 4.1

Suitable Living Environment Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
<b>Objective SL-2.1: Develop and upgrade public facilities and infrastructure to help lower income persons, those with special needs and neighborhoods in need.</b>								
Support/assist with the creation of additional shelter, supportive services, and transitional housing for homeless and under-housed (people)	100	18	0	0			18	18%
Continue to assist with housing accessibility modifications for elderly and disabled residents within the City of Plano (households)	5	5	0	0			5	100%

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	%
<b>Objective SL-2.2: Fund public service activities serving primarily lower income persons and those with special needs.</b>								
Provide support to organizations that engage in public services for Plano residents, especially special needs populations (individuals)	4,625	603	771	710			2084	45%
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			108	108%
Participate and fund annual Collin County Homeless Point In Time count (units)	5	1	1	1			3	60%

Table 4.1

Suitable Living Environment Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
<b>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.</b>								

## Assessment of Consolidated Plan Goals & Objectives

Suitable Living Environment Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Track neighborhood well being by focusing resources on areas of greatest opportunity for improvement (neighborhoods)	3	1	2	2			5	167%

Table 4.1

Economic Opportunity Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
<b>Objective EO-2: Create and/or expand opportunities for small businesses and/or microenterprises.</b>								
Support activities providing job training and assist with job/small business creation (people)	50	13	11	12			36	72%

Table 4.1

## 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 2012-13 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.

## Affirmatively Furthering Fair Housing

### City 2012-13 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 2012-13 program year.



are you a victim of housing discrimination?  
are you a victim of housing discrimination?

**FAIR HOUSING IS YOUR RIGHT!**

**It is unlawful to discriminate in Housing based on these factors**  
Race, Color, National origin, Religion, Sex, Familial status (families with children under the age of 18, or who are expecting a child), Handicap (if you or someone close to you has a disability.)

**You can do something about housing discrimination**  
Any complaints or violations may be filed with the City of Plano Community Services Division, 972-941-7151, or the U.S. Department of Housing and Urban Development, 1-800-669-9777.

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 67% (\$497,278) of total funds awarded as through housing rehabilitation as MWBE contracts.

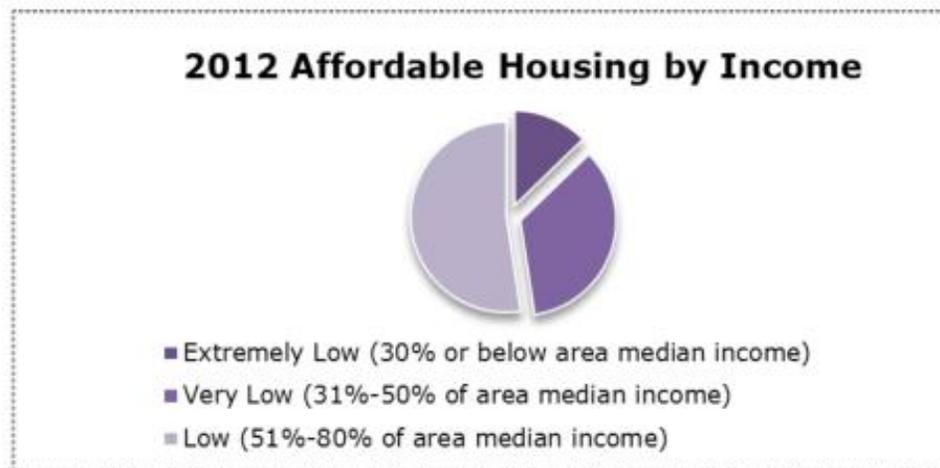
Also, the City exceeded its goal of awarding 10% of construction contracts to Section 3 businesses and 3% of non-construction contracts to Section 3 businesses. From October 1, 2012 through September 30, 2013, the City of Plano paid \$747,779 to contractors providing construction and non-construction services to the City's Housing Rehabilitation Program. HUD's Section 3 Guidelines require recipients of their funds, to the greatest extent possible,

provide job training, employment and contract opportunities for low income residents. During PY 2012, 83% of construction contracts and 18% 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 2012-13, 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 8 extremely low, 22 very low and 33 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. Support services for 476 Plano residents living at an emergency shelter for victims of domestic violence, 42 residents living at Collin County's only transitional living facility that accepts men, women and families, and 74 homeless youth were provided with Plano general funds.

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

### 7.1 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 includes \$1 per capita 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 2012-13, the housing authority offered a walk-in medical clinic one afternoon per week and sponsored a "Back 2 School Block Party" for residents.

## 7 Other Actions & Leveraging Funds

### **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 2012-13. 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
- Environmental Review Training
- Federal Labor Standards
- HOME Basics Training
- HOME Final Rule
- Housing America's Future: New Directions for National Policy
- IDIS and the e-Con Planning Suite
- IDIS Release 11.4 Changes - CDBG
- Fair Housing
- Lead Based Paint
- Struckback Properties
- Sustainable Strategies for Ending and Preventing Homelessness

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.

Also contributing to this strategy, 10 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 2012, 83% of construction contracts and 18% of non-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 \$1.1 million in non-federal funds was leveraged in 2012. 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.

## 7 Other Actions & Leveraging Funds

### **HOME Program**

HOME-funded single family residential and acquisition/rehabilitation projects also leverage funds to maximize affordable housing dollars. Approximately \$630,000 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 the cash donations from nonprofit agencies receiving HOME funds as match. HOME match requirements are satisfied by the donations received by Habitat for Humanity and Christ United Methodist.

## 8 Self Evaluation

The 2012-13 activities added outcomes toward achieving the strategies and objectives established in the 2010-2014 Consolidated Plan. This was the third 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 43 projects; 200% of the expected number of units. This success can be attributed in part to continued efforts by staff to market the program and economic factors that have forced homeowners to seek 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 2012-13 funds. The second property will be completed and sold to a low income household during the 2013-14 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 exceeded its goal of completing two purchase, rehab and resale projects. Four units were completed and sold to assist the City with meeting established goals for affordable housing.

Habitat for Humanity of South Collin County completed and sold six affordable homes to low income homebuyers. As part of a new development resulting from the purchase of 1.1 acres previously owned by the Plano Housing Authority, completion of two additional homes is expected in November 2012 with three more under construction. 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, 76 households applied. Only 10 applicants closed on a home. An increase in FHA mortgage insurance affects affordability of the property and FHA regulations are sometimes inconsistent with HUD regulations. The supply of affordable housing is insufficient due to limited HUD funding for affordable housing developers in Plano as well as 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. The FTHB program accomplished 83% of its goal.

## 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; Boys & Girls Clubs of Collin County, Communities in Schools Dallas Region and Maurice Barnett Geriatric Wellness Center. Approximately \$500 in unused CDBG funds allocated to the Maurice Barnett Geriatric Wellness Center 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 2012-13 program year, the City's Homelessness Prevention Program coordinated through Samaritan Inn, Inc. exceeded its goal. This can be attributed, in part, to funds reallocated to the program in the amount of \$22,000. With only 2 months remaining in the program year, the agency was able to assist 16 additional households leaving only a small amount to reallocate.

### **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 providing services to 9 more individuals than expected.

## 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 2012-13 Action Plan submitted to HUD prior to the beginning of PY 2012-13.

The City of Plano received \$259,077 in program income during the year, \$179,077 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; 119, with a balance of \$1,729,391 and 78, with a balance of \$841,563 respectively. In addition, First Time Homebuyer forgivable loans total 31 with a balance of \$86,636. Total interest collected was \$14,187. A detailed loan portfolio is included in the Appendices.

The primary use of 2012 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 and drew down \$8,463 in program income. The estimated amount stated in the 2012-13 Action Plan is \$8,000. Similar to CDBG program income, these funds can be attributed primarily to home rehabilitation loan payments. The City then expended these funds on new home rehabilitation projects during the 2012-13 program year.

## 10 Citizen Comments

### Description of Public Comment Process

This annual report was prepared by the Community Services Division of the Planning Department. On November 13, 2013, a Notice of Public Hearing was published in the Plano Star-Courier informing the public of the completed report and of pending public hearings 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. Publication of this notice marked the beginning of the public comment period.

### Public Comments

No public comments to date.

## Appendix: HUD Table 3A: 2012 Summary of Specific Annual Objectives

### 11 Appendix: HUD Table 3A: 2012 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: \$688,620* CDBG PI: \$80,000 (Est.) \$252,333(Actual)	Total number of affordable units	22	43	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: \$32,000* HOME PI: \$8,000 (Est.) \$6,745 (Actual)	Number of first time homebuyers and/or number receiving down-payment assistance	12	10	DH-1
DH-1.3	Increase the availability/accessibility to decent housing for low-income families <i>(Plano Housing Corporation)</i>	CDBG: \$25,000 HOME: \$100,000*	Total number of affordable units	2	3	DH-1
DH-1.4	Increase the availability/accessibility to decent housing for low-income families (Habitat for Humanity)	HOME: \$134,533*	Total number of affordable units	3	6	DH-1

## Appendix: HUD Table 3A: 2012 Summary of Specific Annual Objectives

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>(Christ United Methodist Church)</i>	HOME: \$42,000	Total number of affordable units	1	1	DH-1
DH-3.1	Increase the availability/accessibility to decent housing for low-income families <i>(Helping Partners-City of Plano)</i>	CDBG: \$17,000*	Total number of households assisted	60	0	DH-1
Public Service Objectives						
SL-1.1	Provide accessibility/availability for the purpose of creating suitable living environments <i>(Boys and Girls Club)</i>	CDBG: \$30,000	Number of persons assisted with new and/or improved access to a service	122	133	SL-1
SL-1.2	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	30	35	SL-1
SL-1.3	Provide accessibility/availability for the purpose of creating suitable living environments <i>(Maurice Barnett Geriatric Wellness)</i>	CDBG: \$55,344	Number of persons assisted with new and/or improved access to a service	501	530	SL-1

## Appendix: HUD Table 3A: 2012 Summary of Specific Annual Objectives

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective
	Homeless Objective					
SL-1.4	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: \$48,000**  \$70,000	Number of households that received emergency financial assistance to prevent homelessness	27**  39	47	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	3	12	EO-1
	Other Objective					
DH-1.7	Provide accessibility/availability by assisting in the creation of decent affordable housing ( <i>City of Plano Grant Administration</i> )	CDBG: \$200,000*  HOME: \$34,000				DH-1

**Table 11.1**

\*The project did not expend all 2012-13 allocated grant funds. Unspent funds will be reallocated and/or carry over to the 2013-14 program year.

\*\*The project received reallocated grant funds and the expected outcome was increased proportionally. Initial outcomes were exceeded. A small portion of the funds will be reallocated and/or carry over to the 2013-14 program year.

**Appendix: HUD Table 3A: 2012 Summary of Specific Annual Objectives****HUD Outcome/Objective Codes**

	<b>Availability/Accessibility</b>	<b>Affordability</b>	<b>Sustainability</b>
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 11.2**

## 12 Appendix: HUD Table 3B: 2012 Annual Housing Completion Goals

### 12 Appendix: HUD Table 3B: 2012 Annual Housing Completion Goals

Grantee Name: City of Plano Program Year: 2012-13	Expected Annual # of Units to be Completed	Actual # Completed	Resources Used During the Period
<b>BENEFICIARY GOALS (Sec. 215)</b>			
Homeless households	0	0	N/A
Non-homeless household	127	110	CDBG, HOME
Special Needs households	0	0	N/A
<b>Total Sec. 215 Beneficiaries</b>	<b>127</b>	<b>111</b>	
<b>RENTAL GOALS (Sec. 215)</b>			
Acquisition of existing units	0	0	N/A
Production of new units	0	0	N/A
Rehabilitation of existing units	0	0	N/A
Rental Assistance	39	47	CDBG
<b>Total Sec. 215 Affordable Rental</b>	<b>39</b>	<b>47</b>	
<b>HOMEOWNER GOALS (Sec. 215)</b>			
Acquisition of existing units	2	4	CDBG, HOME
Production of new units	4	7	CDBG, HOME
Rehabilitation of existing units	22	43	CDBG
Homebuyer Assistance	12	10	CDBG
<b>Total Sec. 215 Affordable Owner</b>	<b>40</b>	<b>64</b>	
<b>COMBINED RENTAL AND OWNER GOALS (Sec. 215)</b>			
Acquisition of existing units	2	4	CDBG, HOME

## Appendix: HUD Table 3B: 2012 Annual Housing Completion Goals

12

Grantee Name: City of Plano Program Year: 2012-13	Expected Annual # of Units to be Completed	Actual # Completed	Resources Used During the Period
Production of new units	4	7	CDBG, HOME
Rehabilitation of existing units	22	43	CDBG
Rental Assistance	39	47	CDBG
Homebuyer Assistance	12	10	CDBG
<b>Combined Total Sec. 215 Goals</b>	<b>79</b>	<b>111</b>	
<b>ANNUAL HOUSING GOALS</b>			
Annual Rental Housing Goal	39	47	CDBG
Annual Owner Housing Goal	40	64	CDBG, HOME
<b>Total Annual Housing Goal</b>	<b>79</b>	<b>111</b>	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.
- **Acquisition of existing owner units:** Plano Housing Corporation goal.
- **Production of new owner units:** Christ United Methodist and Habitat for Humanity goals.
- **Rehabilitation of existing owner units:** Rehabilitation goal.
- **Homebuyer Assistance:** First-Time Homebuyer goal.

## 13 Appendix: 2012 HOME Developer Project Summary

### 13 Appendix: 2012 HOME Developer Project Summary

Below is a detailed explanation of HOME developer activities that took place during the PY 2012-13. The purpose of this section is to assist HUD staff in reviewing HOME funded development activities.

#### Christ United Methodist

#568 - One home constructed and sold to a low income household.

#580 - One home; began construction PY 2012, will close and be reported in PY 2013.

#### Habitat for Humanity of South Collin County

#511, #512, #513, #514, #515, #520 - each number represents one lot acquired, construction complete and closed in PY 2012.

#516, #517, #518, #519 - each number represents one lot acquired with construction underway; should be completed and report as closed in PY 2013.

#557 - One lot purchased; should be constructed, closed and reported in PY 2013.

#593 - Two lots purchased; construction underway.

#### Plano Housing Corporation

#565 - One house purchased, rehabilitated and sold to a low income household.

#566 - One house purchased, rehabilitated and sold to a low income household.

#571 - CHDO Operating Costs - complete.

#584 - One house purchased, rehabilitated and sold to a low income household.

#585 - One house purchased, rehabilitated and sold to a low income household.

#596 - One house purchased to be rehabilitated, closed and reported in PY 2013.

#600 - One house purchased to be rehabilitated, closed and reported in PY 2013.

**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

## Appendix: 2010-2014 Consolidated Plan Strategies

- **Objective SL-2.2 (Availability/Accessibility):** Fund public service activities serving primarily lower income persons and those with special needs.

*SL-2.2 five year outcomes:*

- Provide support to organizations that engage in public services for Plano residents, especially special needs populations, including but not limited to low income elderly, persons with disabilities, persons with HIV/AIDS and at-risk youth.
  - *Outcome/five year goal:* 4,625 individuals
- Assist homeless supportive services across the entire spectrum of need, from homelessness to self-sufficiency, with the continued emphasis on homelessness prevention.
  - *Outcome/five year goal:* 100 families
  - *Outcome/five year goal:* Participate and fund annual Collin County Homeless PIT survey: 5 units

- **Objective SL-3 (Sustainability):** Support the rehabilitation/revitalization of aging neighborhoods through a mixture of infrastructure improvements, home and business rehabilitation, code enforcement, and expanding economic opportunities.

*SL-3 five year outcomes:*

- Actively pursue and track neighborhood well being by focusing resources on areas of greatest opportunity for improvement.
  - *Outcome/five year goal:* 3 neighborhoods showing measureable improvements

### **ECONOMIC OPPORTUNITIES**

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

- **Objective EO-2 (Availability/Accessibility):** Create and/or expand opportunities for small businesses and/or microenterprises.

***EO-2 five year outcomes:***

- Support activities that provide job training and assist with job/small business creation.
  - *Outcome/five year goal:* 50 people

**OTHER**

**Strategy O:** Continue program planning and administration that supports all of the above strategies and objectives.

- **Objective O-1:** Use CDBG and HOME funds to coordinate, monitor and implement the Consolidated Plan objectives according to HUD.
  - *Outcome/five year goal:* Create Action Plan and CAPER documents acceptable to HUD: 10 units



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/13		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
<p>A public hearing by the City Council of the City of Plano, Texas pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of City of Plano Park Land, known as Oak Point Park and Nature Preserve, for a 0.459 acre addition to an existing 1.263 acre permanent easement to the North Texas Municipal Water District for Upper Rowlett Creek and Upper Cottonwood Creek Lift Station Improvements.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):    N/A</b>				
<p><b>COMMENTS:</b> There is no financial impact in holding a public hearing to discuss granting the requested easement.</p> <p><b>STRATEGIC PLAN GOAL:</b> Holding a public hearing regarding a proposed easement relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The North Texas Municipal Water District has requested that the City allow it to use a portion of Oak Point Park and Nature Preserve as a permanent lift station easement. The easement would be a 0.459 acre addition to an existing 1.263 acre North Texas Municipal Water District lift station easement located in the park. An existing sanitary sewer lift station is in place at the park. The easement will be used for the purpose of constructing an electrical building and power generator to provide secondary power to the existing lift station. The electrical building and power generator would be constructed to meet new requirements implemented by the Texas Commission on Environmental Quality related to lift stations of this type. The proposed location was selected to insure that the power generator is located outside of the 100 year flood plain. The NTMWD proposes to compensate the City \$26,090 which is the appraised value of the easement. Parks and Recreation Department staff will use a portion of those funds to install a plant screen on park land around the existing lift station and proposed electrical building.</p>				



## CITY OF PLANO COUNCIL AGENDA ITEM

To permit the use or taking of park land, the governing body with jurisdiction over the park, City Council in this instance, must find the following:

1. There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and
2. The Project includes all reasonable planning to minimize harm to the Park Land, resulting from the use or the taking.

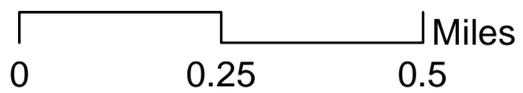
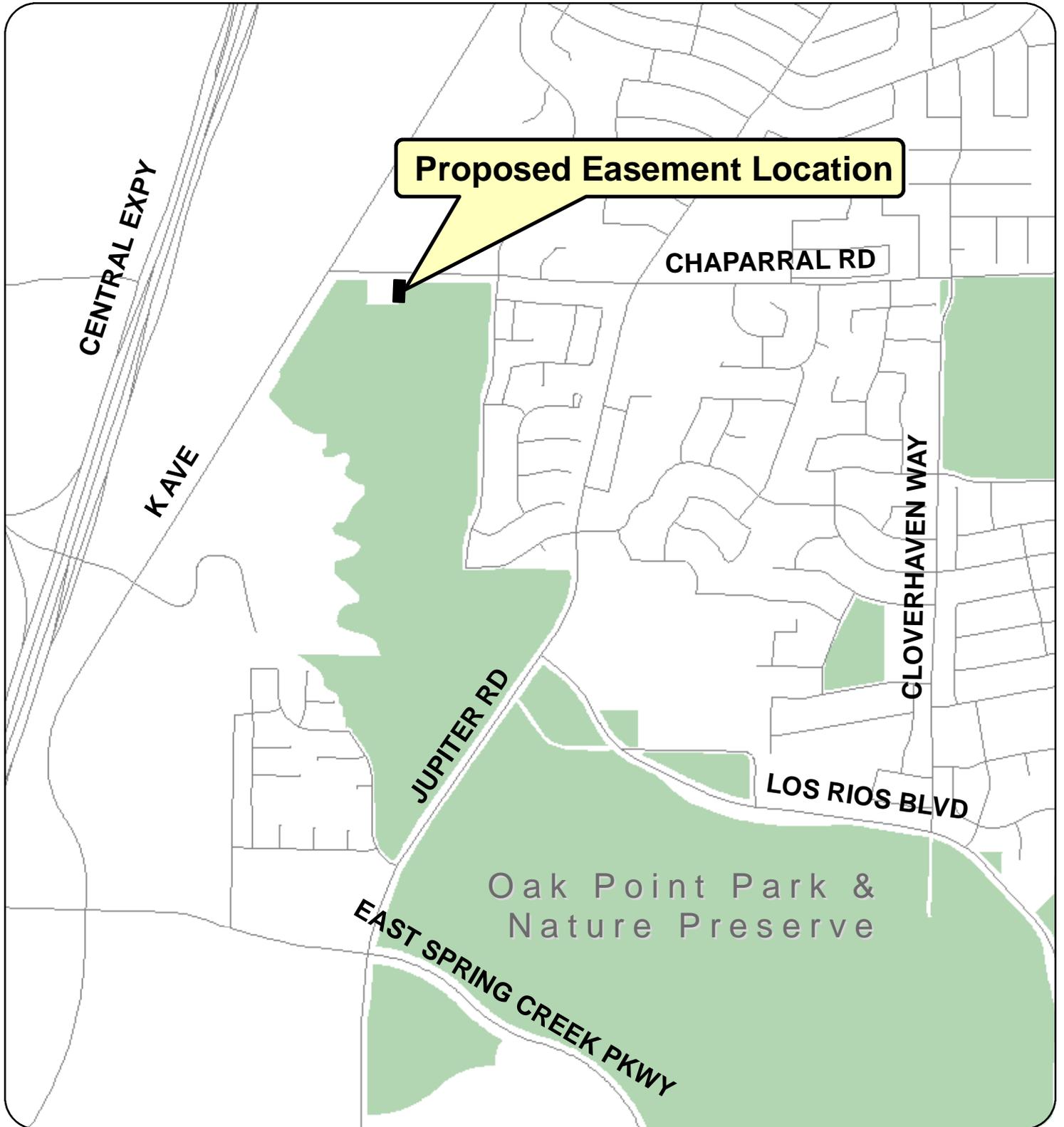
Witnesses will be presented at the public hearing on these issues.

Project Location Map –

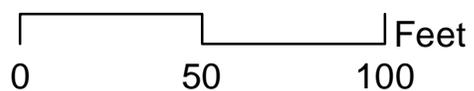
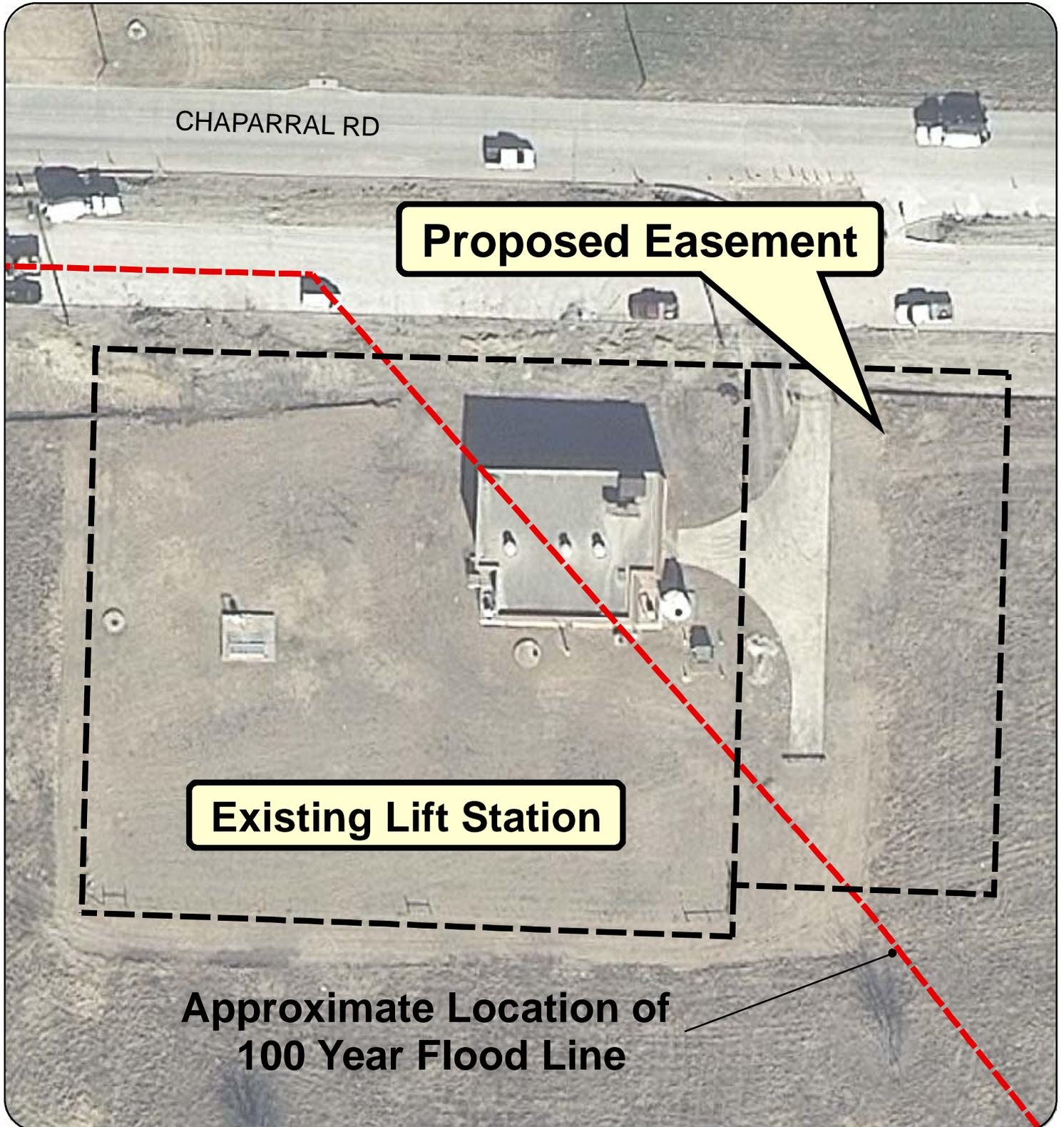
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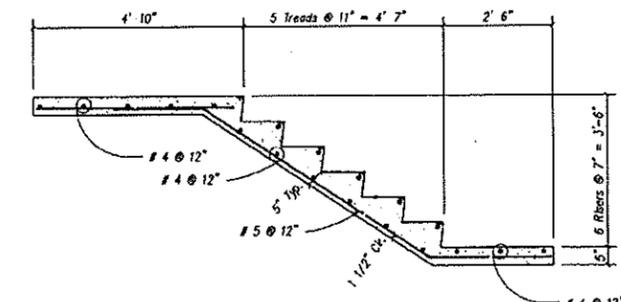
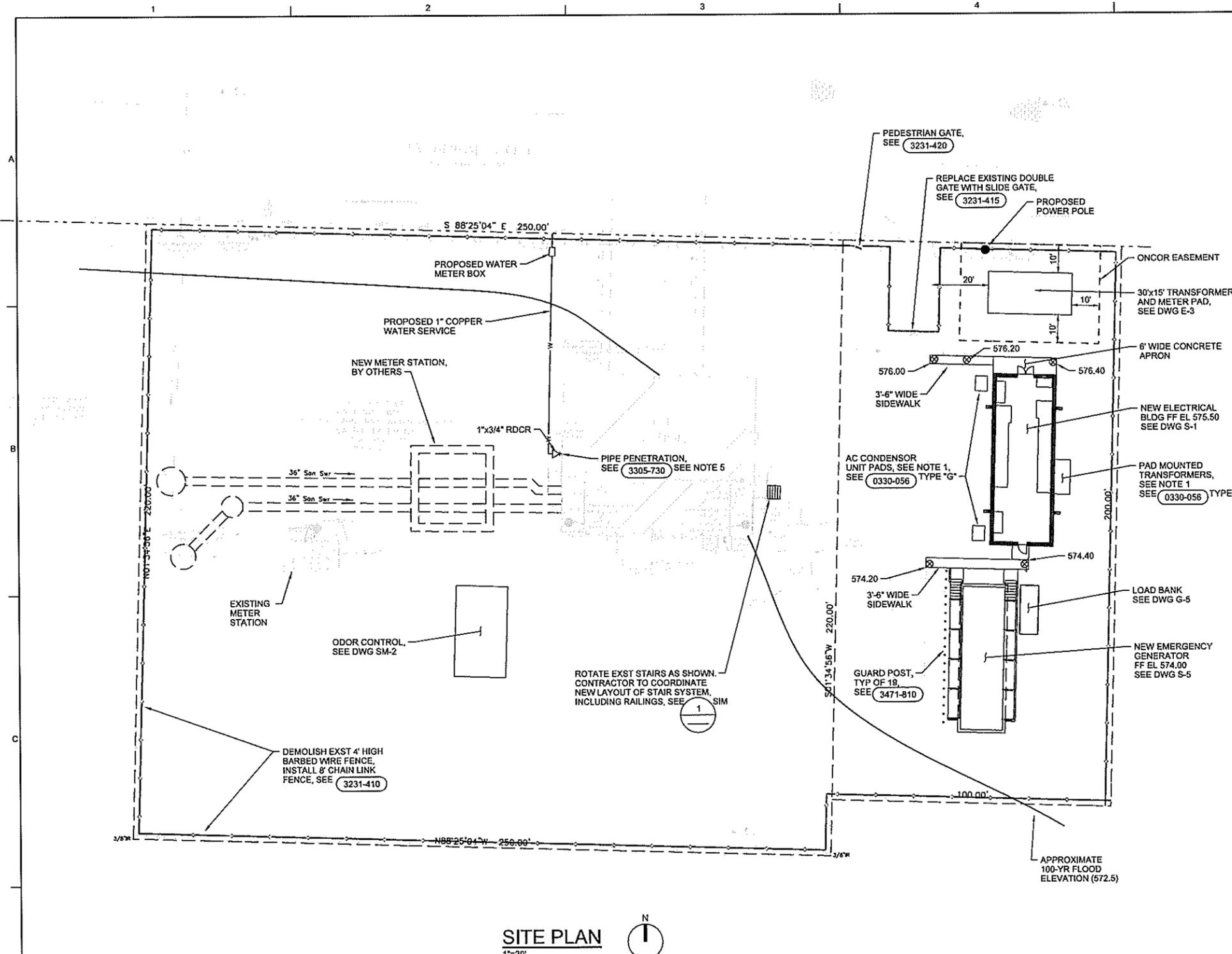
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Aerial Photograph Site Plan Building Elevation	

# Location Map



# Aerial Photograph Exhibit





- NOTES:
- CONTRACTOR TO COORDINATE SIZE OF EQUIPMENT PADS WITH MECHANICAL AND ELECTRICAL. ANCHORAGE OF EQUIPMENT SHALL BE DESIGNED AND PROVIDED BY EQUIPMENT MANUFACTURER. ANCHORAGE CALCULATIONS ARE TO BE STAMPED BY A PROFESSIONAL ENGINEER CURRENTLY LICENSED IN THE STATE OF TEXAS.
  - CONTACT CITY OF PLANO FOR WATER SERVICE CONNECTION.
  - MINIMUM OF 12" OF COVER FOR WATER SERVICE.
  - RPZ REQUIRED AT METER BOX.
  - LOCATION IS APPROXIMATE, CONTRACTOR TO FIELD LOCATE AND COORDINATE WITH NTMWD.

**PRELIMINARY**  
 THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF SUSAN C. SPORE PE NO. 79037 ON 09/06/2013 IT IS NOT TO BE USED FOR BIDDING, PERMITTING OR CONSTRUCTION

NO.	DATE	DR	REVISION	CHK	BY	APVD

TBPE FIRM NO. 3699  
 NORTH TEXAS MUNICIPAL WATER DISTRICT  
 UPPER ROWLETT CREEK AND UPPER COTTONWOOD CREEK  
 LIFT STATION IMPROVEMENTS

**CH2MHILL**  
 CIVIL  
 UPPER ROWLETT CREEK L.S.  
 SITE PLAN

DATE	SEPTEMBER 2013
PROJ	460339
DWG	C-1
SHEET	X

1 2 3 4 5 6

PRELIMINARY  
THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF REVIEW  
UNDER THE AUTHORITY  
OF WENDY M MARTINEZ  
PE NO. 91058  
ON 09/06/2013  
IT IS NOT TO BE USED  
FOR BIDDING, PERMITTING  
OR CONSTRUCTION

NO.	DATE	REVISION	BY	APVD

T DODGE  
DR P DENNING  
CHK B TRAUTWEIN  
APVD  
LIFT STATION IMPROVEMENTS  
UPPER COTTONWOOD CREEK  
UPPER ROWLETT CREEK AND  
NORTH TEXAS MUNICIPAL WATER DISTRICT

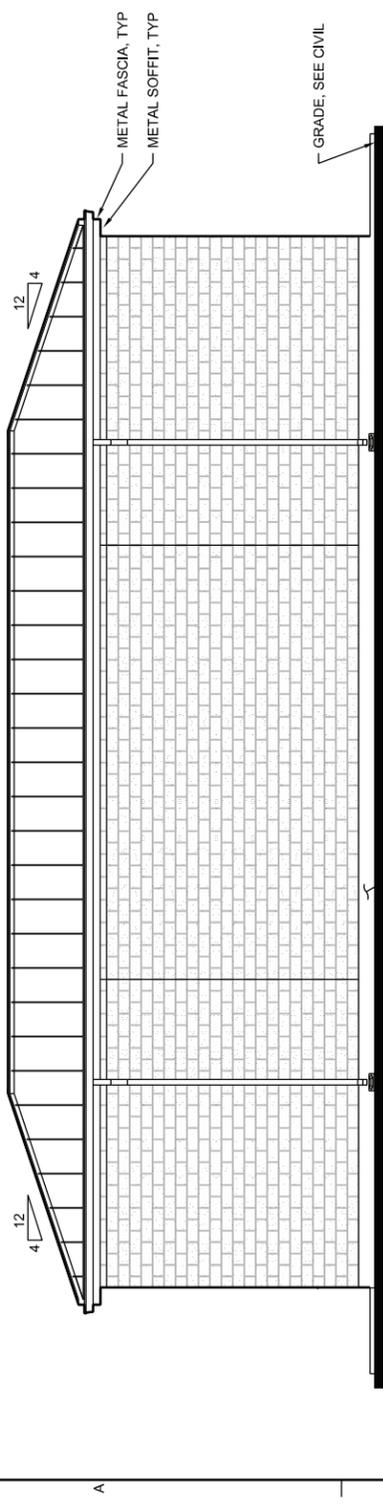
CH2MHILL®  
ARCHITECTURAL  
UPPER ROWLETT CREEK LS  
ELEVATIONS AND SECTION

AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
DATE SEPTEMBER 2013
PROJ 460339
DWG A-2
SHEET X

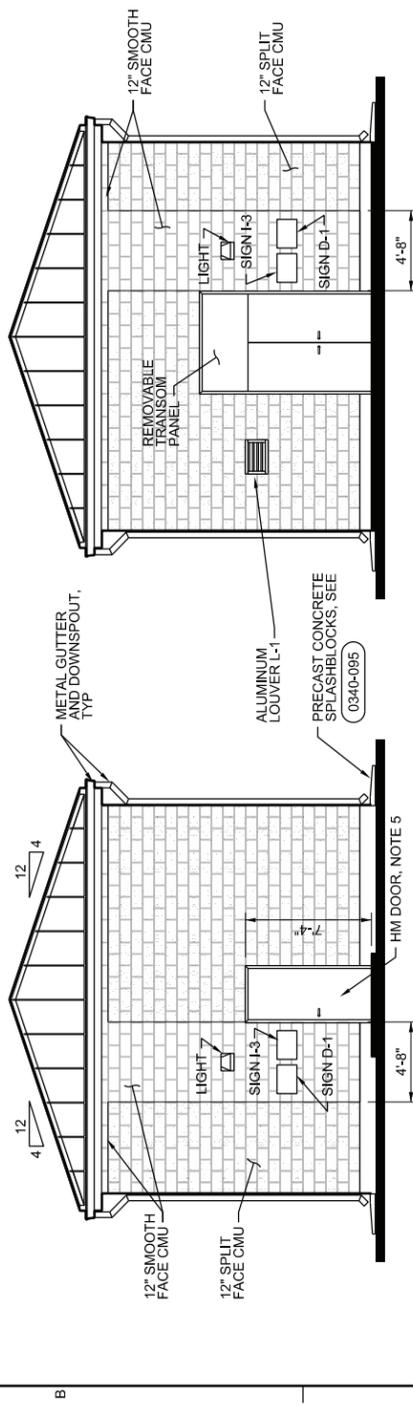
FILENAME: 100-A-2002101\_460339.dgn PLOT DATE: 2013/09/06 PLOT TIME: 2:31:58 PM

**NOTES:**

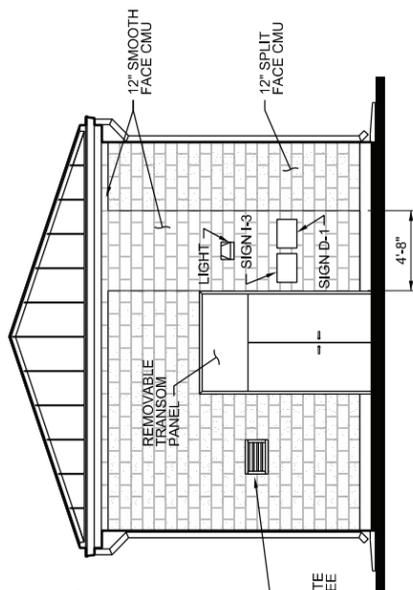
1. FOR DOOR, FRAME, AND HARDWARE INFORMATION, SEE SPECIFICATION SECTION 08 06 01.
2. FOR SIGNS SEE, SPECIFICATION SECTION 10 14 00.
3. FOR FIRE EXTINGUISHER TYPES, SEE SPECIFICATION SECTION 10 44 00.
4. FOR FINISHES, SEE SPECIFICATION SECTION 09 90 00.
5. SEE ELECTRICAL DRAWINGS FOR BLOCK-OUTS FOR FUTURE CARD READERS ADJACENT TO DOORS.



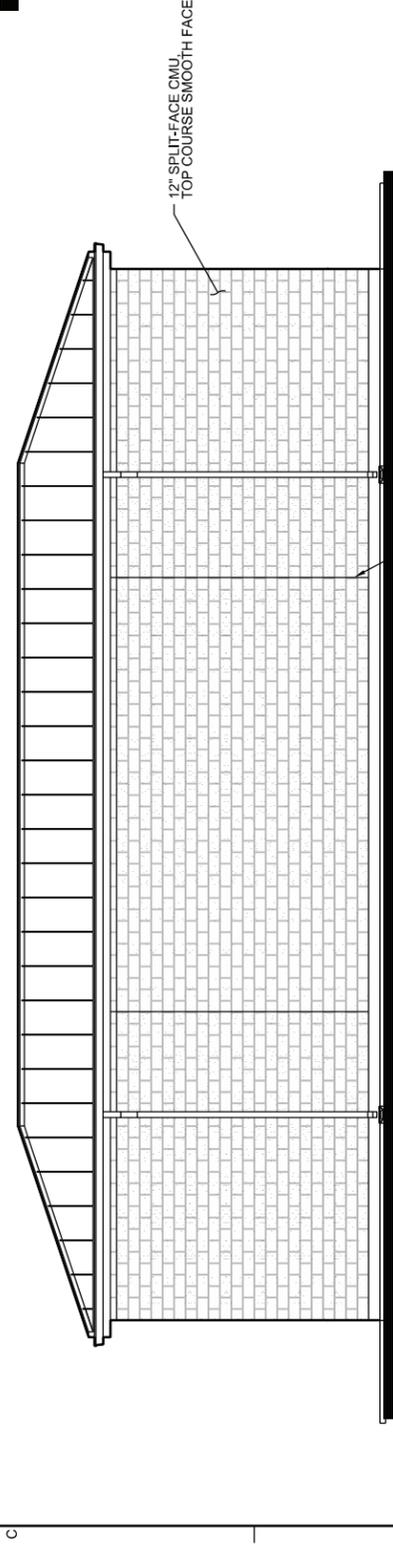
**WEST ELEVATION**  
3/16"=1'-0"



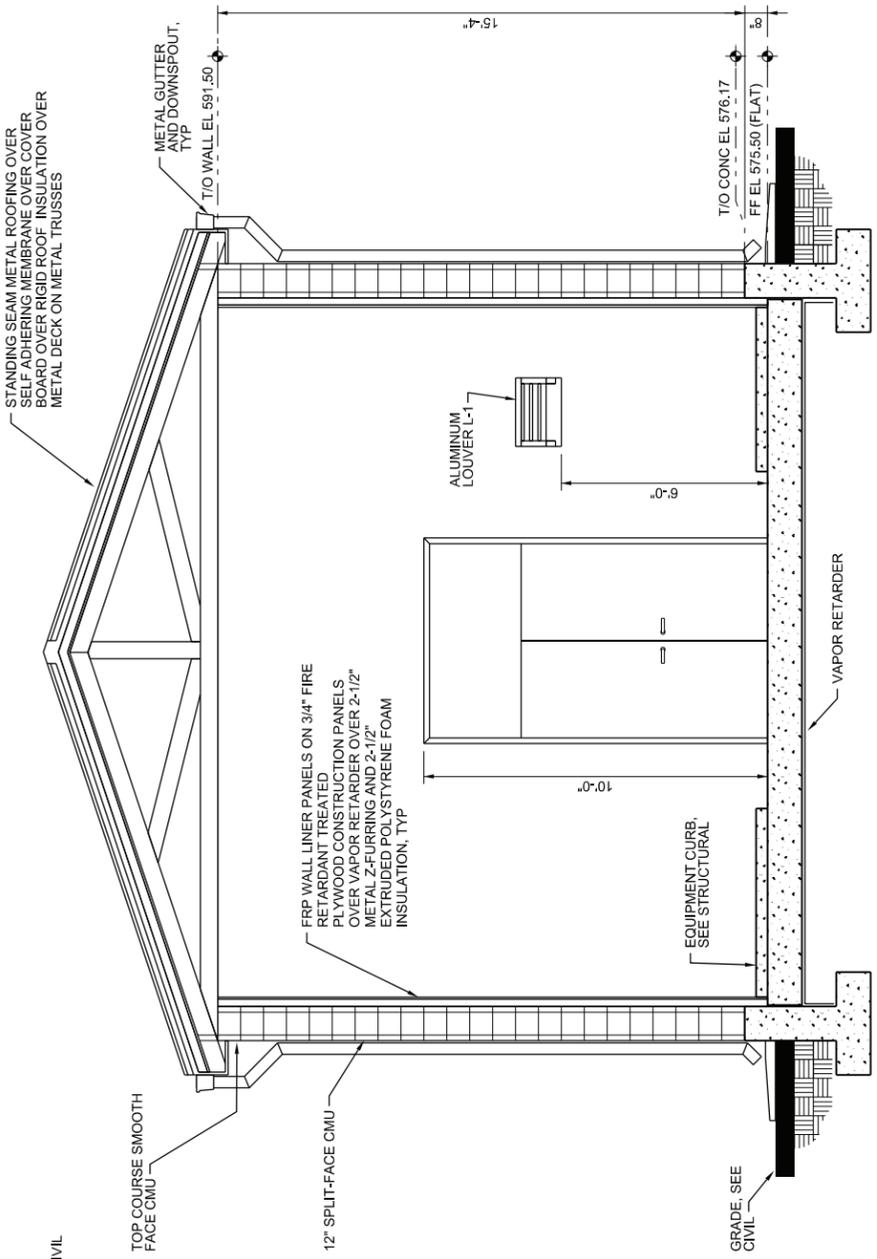
**SOUTH ELEVATION**  
3/16"=1'-0"



**NORTH ELEVATION**  
3/16"=1'-0"



**EAST ELEVATION**  
3/16"=1'-0"



**SECTION A-1**  
3/8"=1'-0"



## CITY OF PLANO COUNCIL AGENDA ITEM

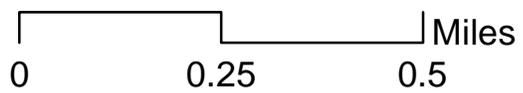
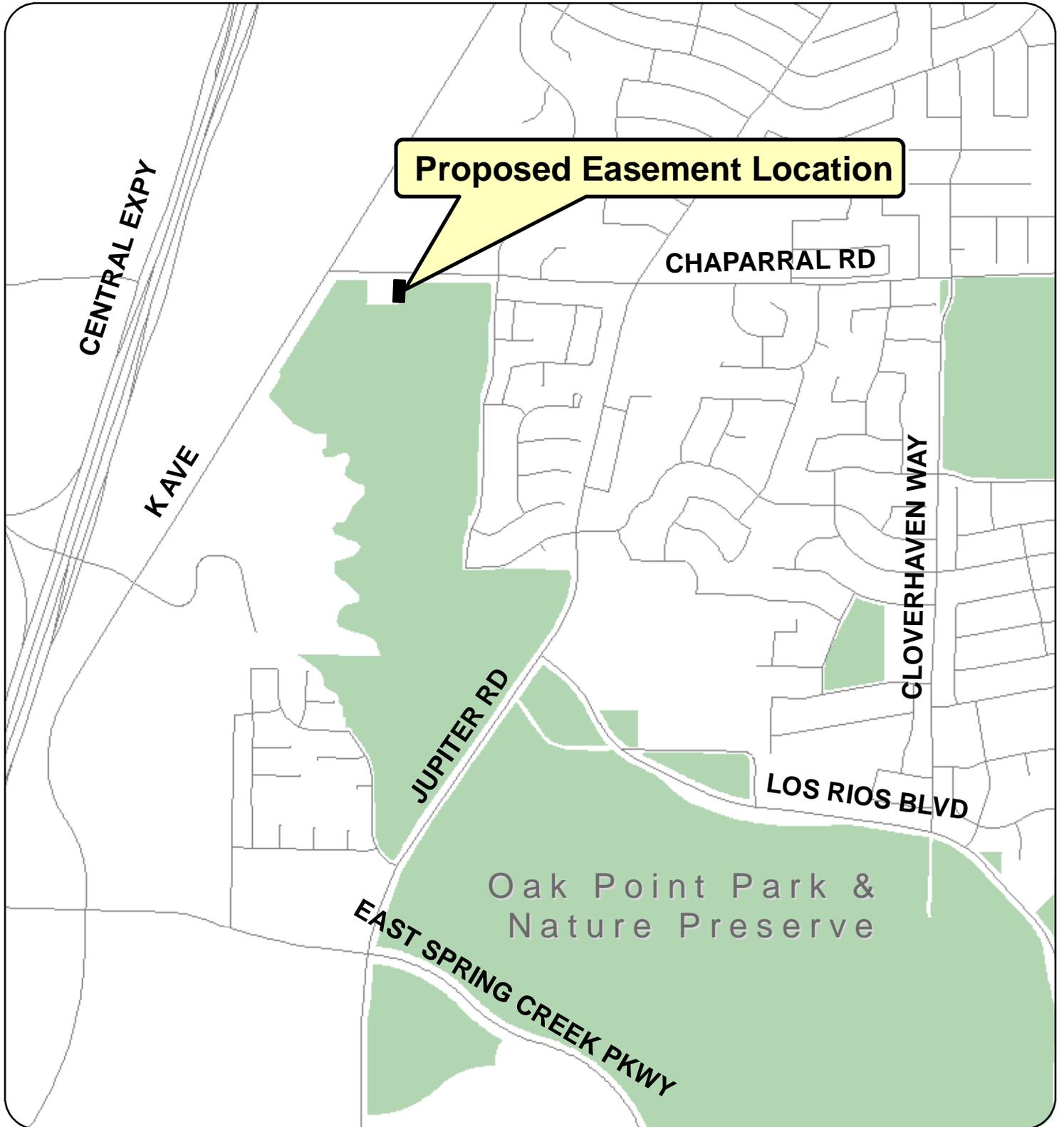
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/13		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, approving the use or taking a portion of City of Plano public park land, known as Oak Point Park and Nature Preserve for a permanent lift station easement to the North Texas Municipal Water District; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park resulting from the use; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	26,090	0	<b>26,090</b>
BALANCE	0	26,090	0	<b>26,090</b>
<b>FUND(S):    PARK IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> This item grants the North Texas Municipal Water District an addition to an existing permanent easement in exchange for \$26,090. This revenue will be applied towards improvements done under the 09 Oak Point Development project included in the 2013-14 CIP.</p> <p><b>STRATEGIC PLAN GOAL:</b> Granting additional easements so that the North Texas Municipal Water District can place a power generator outside of the 100 year flood plain relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This item is related to the previous public hearing item authorizing the use of a portion of the Oak Point Park and Nature Preserve for a permanent Lift Station Easement to the North Texas Municipal Water District. The easement is a 0.459 acre easement which is an addition to an existing 1.263 acre Lift Station Easement. The NTMWD will compensate the City the appraised value of \$26,090 for the easement.</p>				
<p>Project Location Map -  <a href="http://goo.gl/maps/iOK2x">http://goo.gl/maps/iOK2x</a></p>				



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

List of Supporting Documents: Ordinance Location Map NTMWD Compensation Letter	Other Departments, Boards, Commissions or Agencies

# Location Map





**NORTH TEXAS MUNICIPAL  
WATER DISTRICT**

*Regional Service Through Unity*

November 11, 2013

Mr. Robin Reeves  
City of Plano  
1409 K Avenue  
Plano, Texas 75074

RE: Upper Rowlett Creek and Upper Cottonwood Creek Lift Station Improvements  
Project 295

Dear Mr. Reeves:

The North Texas Municipal Water District appreciates the cooperation you have expressed by agreeing to provide the necessary property easement for the appraised value of \$26,090.00. Payment will be made in exchange for a signed, notarized easement document and W-9 form.

Should you have any questions regarding this offer, please me at 972-442-5405. Your assistance concerning this matter is greatly appreciated.

Sincerely,

BENTLY POWELL  
Real Estate Manager

**An Ordinance of the City of Plano, Texas, approving the use or taking a portion of City of Plano public Park Land, known as Oak Point Park and Nature Preserve for a permanent lift station easement to the North Texas Municipal Water District; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the Park Land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park resulting from the use; and providing an effective date.**

**WHEREAS**, the North Texas Municipal Water District has requested approval for a permanent Lift Station Easement as depicted on the drawing attached hereto as Exhibit "A" (called "Easement") which requires the use or taking of a portion of City of Plano public Park Land know as Oak Point Park and Nature Preserve (called "Park Land"); and

**WHEREAS**, Chapter 26 of the Texas Parks and Wildlife Code requires a public hearing for the use or taking of public Park Land, at which the governing body must determine whether any feasible and prudent alternative to the use or taking of public Park Land exists, and whether the proposed use or taking includes all reasonable planning to minimize harm to the Park Land; and

**WHEREAS**, Notices of the Public Hearing were duly served and published in conformity with Chapter 26 of the Texas Parks and Wildlife Code for the Project; and

**WHEREAS**, the City Council held a public hearing on December 17, 2013, regarding the Project during which all interested persons had the opportunity to testify and present relevant evidence before the City Council.

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

**Section I.** After hearing and review of all the testimony, evidence, and other relevant information at the Public Hearing, the City Council hereby finds and determines that:

- 1) No feasible and prudent alternative to the use or taking of the portion of public Park Land at Oak Point Park and Nature Preserve as proposed by the Project; and
- 2) The Project includes all reasonable planning to minimize the harm to the Park Land resulting from the use or taking.

**Section II.** The City Council further finds that the Project is in the public interest generally, and in the best interests of the citizens of the City of Plano, Texas. Accordingly, the City Council approves the use or taking of a portion of

Oak Point Park and Nature Preserve by the North Texas Municipal Water District through an agreement for lift station improvements, as depicted in Exhibit "A."

**Section III.** This Ordinance becomes effective immediately from and after its passage as required by law.

**DULY PASSED AND APPROVED** this the 17<sup>th</sup> day of December, 2013.

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**EASEMENT  
UPPER ROWLETT CREEK AND UPPER COTTONWOOD CREEK  
LIFT STATION IMPROVEMENTS  
PROJECT NO. 295**

STATE OF TEXAS           §       KNOWN ALL MEN BY THESE PRESENTS:  
                                          §  
COUNTY OF COLLIN       §

THAT the undersigned **CITY OF PLANO, TEXAS**, a Texas home-rule municipal corporation, (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (hereinafter called "Grantee") the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents, does grant, sell and convey unto the Grantee a Permanent Easement, in and through those certain premises owned by Grantor to construct, operate, reconstruct, perpetually maintain and remove an Electrical Building and a Power Generator, for the purpose of furnishing secondary power at the Upper Rowlett Creek Lift Station, with all incidental equipment, and appurtenances under or through the following described lands situated in Collin County, Texas, to-wit:

Being a 0.459 acre tract of land situated in the Jeremiah Moncey Survey, Abstract No. 621, Allen, Collin County, Texas, said 0.459 of an acre tract of land being a portion of a 71.888 acre tract of land as described in the deed to the City of Plano as recorded in Volume 1629, Page 87 of the Deed Records of Collin County, Texas.

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

The Grantee shall utilize the easement to construct an Electrical Building and locate a Power Generator and appurtenances, including above grade appurtenances, as may be required for its operation of the Lift Station. Grantee, and Grantee's successors, shall have the continued and unobstructed right of ingress and egress over the permanent easement granted for the installation, operation, inspection, and maintenance of Grantee's facilities.

The NTMWD shall be responsible for any and all costs resulting from the improvements constructed and associated with the Lift Station Site.

Grantee agrees to defend, indemnify and hold the Grantor 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 Grantee's violations of law, or by any negligent, grossly negligent, intentionally wrongful, or strictly liable act or omission of the Grantee, 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 Grantee is legally responsible arising out of this easement or use of the easement property. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole

negligence of the Grantor, and its officers, agents, employees or separate contractors. The Grantor 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.

Grantee at its own expense is expressly required to defend Grantor against all such claims. Grantor reserves the right to provide a portion or all of its own defense; however, Grantor is under no obligation to do so. Any such action by Grantor is not to be construed as a waiver of Grantee's obligation to defend Grantor or as a waiver of Grantee's obligation to indemnify Grantor pursuant to this easement agreement. Grantee shall retain defense counsel within seven (7) business days of Grantor's written notice that Grantor is invoking its right to indemnification under this easement agreement. If Grantee fails to retain counsel within the required time period, Grantor shall have the right to retain defense counsel on its own behalf and Grantee shall be liable for all costs incurred by the Grantor.

Grantee shall procure and maintain for the duration of the easement insurance coverage as set forth in the insurance requirements marked exhibit "B" attached hereto and incorporated herein by reference. Grantee shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage as a condition of this easement. Anywhere in the insurance requirements that it references vendor/contractor, the same requirements under this easement shall apply to Grantee.

Grantee shall procure and maintain for the duration of the Easement insurance coverage as set forth in the Insurance Requirements marked Exhibit "B" attached hereto and incorporated herein by reference. Grantee shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage as a condition of this Easement. Anywhere in the insurance requirements that it references vendor/contractor, the same requirements under this easement shall apply to Grantee.

The above described easement and rights shall inure unto the said Grantee, and Grantee's successors, and the covenants and agreements contained herein shall constitute covenants running with the land, binding upon Grantor, its legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

**TO HAVE AND TO HOLD** unto the said **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, the above described easement and right-of-way, and I do hereby bind myself, any heirs, executors, and administrators to warrant and forever defend all and singular the said premises to the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof herein.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTOR:  
CITY OF PLANO, TEXAS**

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

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ for City of Plano, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

My commission expires: \_\_\_\_\_

**EXHIBIT "A"**  
**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
**UPPER ROWLETT CREEK LIFT STATION**

**OWNER: THE CITY OF PLANO**  
**PERMANENT UTILITY EASEMENT**  
**JEREMIAH MONCEY SURVEY, ABSTRACT NO. 621**  
**CITY OF ALLEN**  
**COLLIN COUNTY, TEXAS**

Being a 0.459 of an acre tract of land situated in the Jeremiah Moncey Survey, Abstract No. 621, City of Allen, Collin County, Texas, said 0.459 of an acre tract of land being a portion of a 71.888 acre tract of land as described in the deed to The City of Plano as recorded in Volume 1629, Page 87 of the Deed Records of Collin County, Texas, said 0.459 of an acre tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 3/8 inch iron rod (Controlling Monument) found for an interior ell corner of said 71.888 acre tract of land and the southeast corner of a 1.263 acre tract of land (designated "Tract No. Two") as described in the deed to North Texas Municipal Water District as recorded in Volume 2456, Page 315 of said Deed Records of Collin County, Texas, from which a 3/8 inch iron rod (Controlling Monument) found for an interior ell corner of said 71.888 acre tract of land and the southwest corner of said 1.263 acre tract of land bears North 88 degrees 25 minutes 04 seconds West, at a distance of 250.00 feet; **THENCE** North 01 degrees 34 minutes 56 seconds East along a westerly line of said 71.888 acre tract of land and the easterly line of said 1.263 acre tract of land, a distance of 20.00 feet to the **POINT OF BEGINNING** having a grid coordinates of N 7,077,877.03, E 2,525,915.73;

**THENCE** North 01 degrees 34 minutes 56 seconds East, along a westerly line of said 71.888 acre tract of land and the easterly line of said 1.263 acre tract of land, a distance of 200.00 feet to a point for an exterior ell corner of said 71.888 acre tract of land and the northeast corner of said 1.263 acre tract of land and the northwest corner of said Permanent Utility Easement, said point also being in the southerly right-of-way line of Chaparral Road (a 110 foot right-of-way);

**THENCE** South 88 degrees 25 minutes 04 seconds East along the northerly line of said 71.888 acre tract of land and the southerly right-of-way line of said Chaparral Road, a distance of 100.00 feet to a point for the northeast corner of said Permanent Utility Easement;

**THENCE** South 01 degrees 34 minutes 56 seconds West, a distance of 200.00 feet to a point for the southeast corner of said Permanent Utility Easement;

**THENCE** North 88 degrees 25 minutes 04 seconds West, a distance of 100.00 feet to the **POINT OF BEGINNING** and containing 20,000 square feet or 0.459 of an acre of land, more or less.

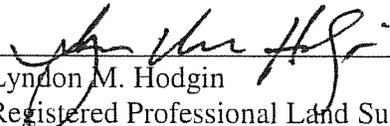
NOTES:

1. A plat of even date accompanies this legal description.
2. All horizontal coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, CORS96 (Epoch 2002.00), North Central Zone (4202) and adjusted to surface values using the Texas Department of Transportation surface adjustment factor for Collin County (1.000152710). All distances and areas shown hereon are surface values and in U.S. Survey Feet.
3. This survey was performed without the benefit of a title report. There may be easements and /or covenants affecting this property not shown hereon.

\* SURVEYOR'S CERTIFICATE \*

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

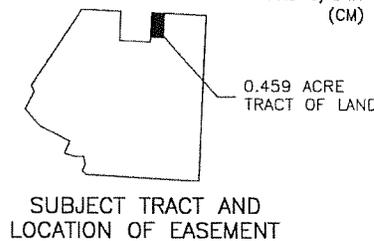
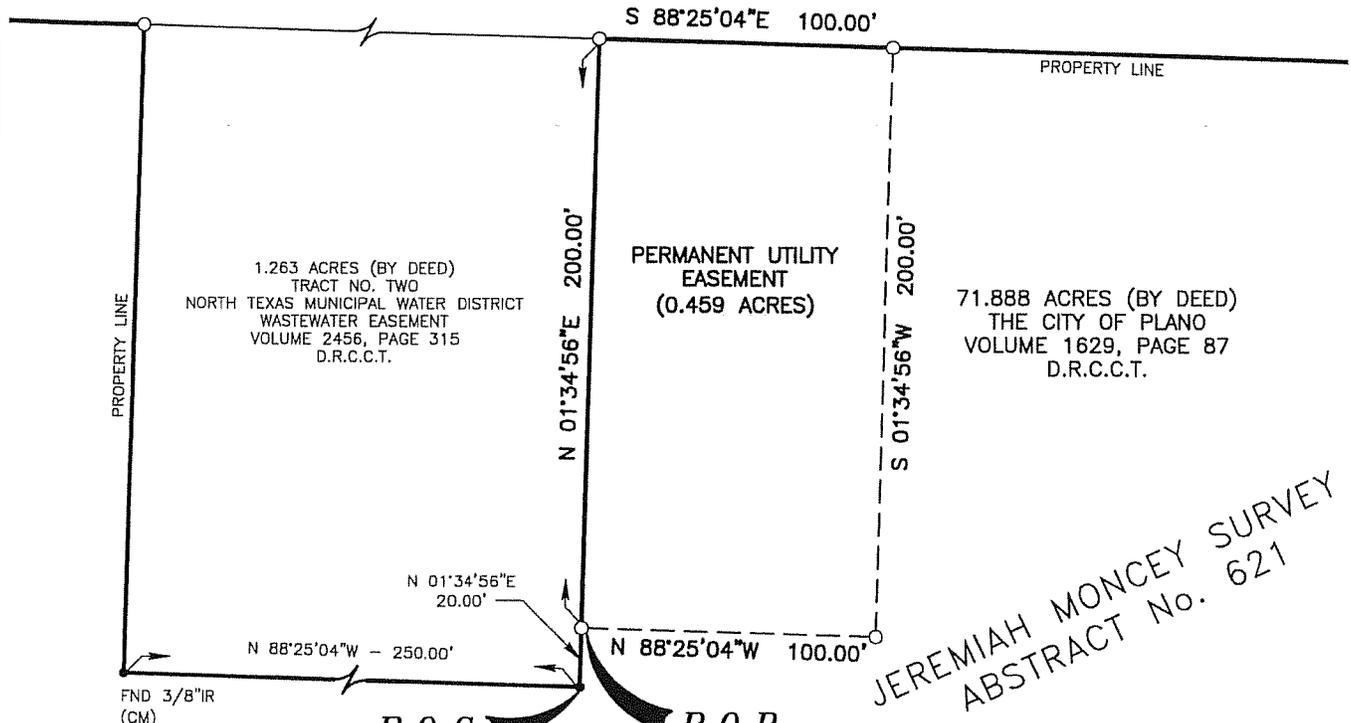
Date: July 23, 2013  
Gorrondona & Associates, Inc.

  
Lyndon M. Hodgkin  
Registered Professional Land Surveyor  
No. 4584  
Texas Firm No. 10106900

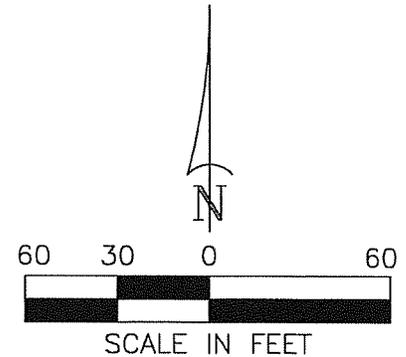


# PLAT OF EXHIBIT "A"

CHAPARRAL ROAD  
(110' WIDTH RIGHT-OF-WAY)



LEGEND	
●	IRON ROD FOUND (AS NOTED)
(CM)	CONTROLLING MONUMENT
○	CALCULATED POINT
---	EASEMENT LINE
---	PROPERTY LINE (AS NOTED)
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY TEXAS

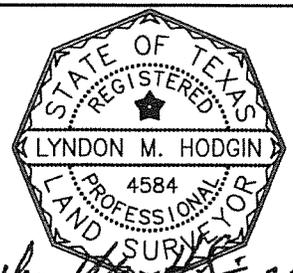


(1) A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.  
 (2) ALL HORIZONTAL COORDINATES ARE BASED ON THE TEXAS STATE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CORS96 (EPOCH 2002.00), NORTH CENTRAL ZONE (4202) AND ADJUSTED TO SURFACE VALUES USING THE TEXAS DEPARTMENT OF TRANSPORTATIONS SURFACE ADJUSTMENT FACTOR FOR COLLIN COUNTY (1.000152710). ALL DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES AND IN U.S. SURVEY FEET.  
 (3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.



**NORTH TEXAS MUNICIPAL WATER DISTRICT**  
505 E. BROWN ST. • P.O. BOX 2408 • WYLIE, TEXAS 75098

**NORTH TEXAS MUNICIPAL WATER DISTRICT  
UPPER ROWLETT CREEK LIFT STATION**



SURVEY: JEREMIAH MONCEY SURVEY, ABSTRACT NO. 621		
LOCATION: CITY OF ALLEN, COLLIN COUNTY, TEXAS		
SUBJECT TRACT ACREAGE: 71.888 ACRES (BY DEED)		PAGE 3 OF 3
JOB NO. CH2M_1301.00	DRAWN BY: GP	CAD FILE: UPPER ROWLETT CREEK
DATE: 07/23/2013	CHK. BY: GEC	SCALE: 1" = 60'

1-23-13  
LYNDON M. HODGIN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4584 TEXAS FIRM NO. 10106900

**EXHIBIT “B”  
CITY OF PLANO  
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### General Requirements Applicable to All Insurance

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

#### Evidence of Insurance Required

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

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/13		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 5623</b>
<b>CAPTION</b>				
<p>Public hearing and consideration of a Resolution of the City Council of the City of Plano, Texas determining a public necessity to acquire certain easement properties as described in the attached Exhibit "A," for public use for the 15<sup>th</sup> Street Reconstruction Project; authorizing the use of the power of eminent domain to acquire the easement properties; authorizing the City Manager and City Attorney, or their respective designees, to acquire the needed real property including making initial and bona fide offers, and authorizing the City Attorney or her designee to file eminent domain proceedings if necessary, and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	133,257	3,925,000	554,000	<b>4,612,257</b>
Encumbered/Expended Amount	-133,257	-85,738	0	<b>-218,995</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	0	3,839,262	554,000	<b>4,393,262</b>
<b>FUND(S):    STREET IMPROVEMENT CIP &amp; WATER CIP</b>				
<p><b>COMMENTS:</b> Funds are budgeted in the 2013-14 CIP to acquire easement rights as outlined in this item. Costs associated with obtaining these easements will not be known until later in the condemnation process.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining easements to facilitate the repair &amp; construction of improvements to city streets and utilities relates to the City's Goals of Financially Strong City with Service Excellence &amp; Strong Local Economy.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Public hearing and resolution of the City of Plano, Texas authorizing the City Attorney to use the City's eminent domain authority to bring condemnation actions for the purpose of obtaining 2,229 square feet of utility easement, 508 square feet of street, utility and sidewalk easement, 25 square feet of water easement and 12,935 square feet of temporary construction easement. This is a total of 15,697 square feet of easement rights for purpose of construction, repair, maintenance and replacement of improvements necessary for the 15<sup>th</sup> Street Reconstruction project. The easements include thirteen individual parcels from six properties. The six property owners are:</p>				

**CITY OF PLANO  
COUNCIL AGENDA ITEM**

PROPERTY	UTILITY ESMNT.	S.U.S. ESMNT.	WATER ESMNT.	TEMP. ESMNT.	TOTAL
U.S. Restaurant Properties Operating, L.P. (Grandy's Restaurant)	50 s.f.			1,330 s.f.	1,380 s.f.
Carlisle Interests, Inc. (Pro-Quick Lube)		50 s.f.		1,804 s.f. 775 s.f.	2,629 s.f.
Carpenter Living Trust	793 s.f.				793 s.f.
Quick-Way Retail Associates II, Ltd. (Shell Station/7-Eleven)		458 s.f.			458 s.f.
Wendy's International, Inc. (Wendy's)	486 s.f.		25 s.f.	1,167 s.f. 7,190 s.f.	8,868 s.f.
Miracle Investment Group, Inc. (Global Realty)	900 s.f.			669 s.f.	1,569 s.f.
<b>TOTALS</b>	<b>2,229 s.f.</b>	<b>508 s.f.</b>	<b>25 s.f.</b>	<b>12,935 s.f.</b>	<b>15,697 s.f.</b>

Initiation of the negotiations was through an easement acquisition notice letter sent to all property owners on October 23, 2012. The City's right-of-way agent contacted, or attempted to contact, the owners to negotiate the acquisitions and letters were sent to all property owners on August 12, 2013 offering payment based on the tax assessment value of the property.

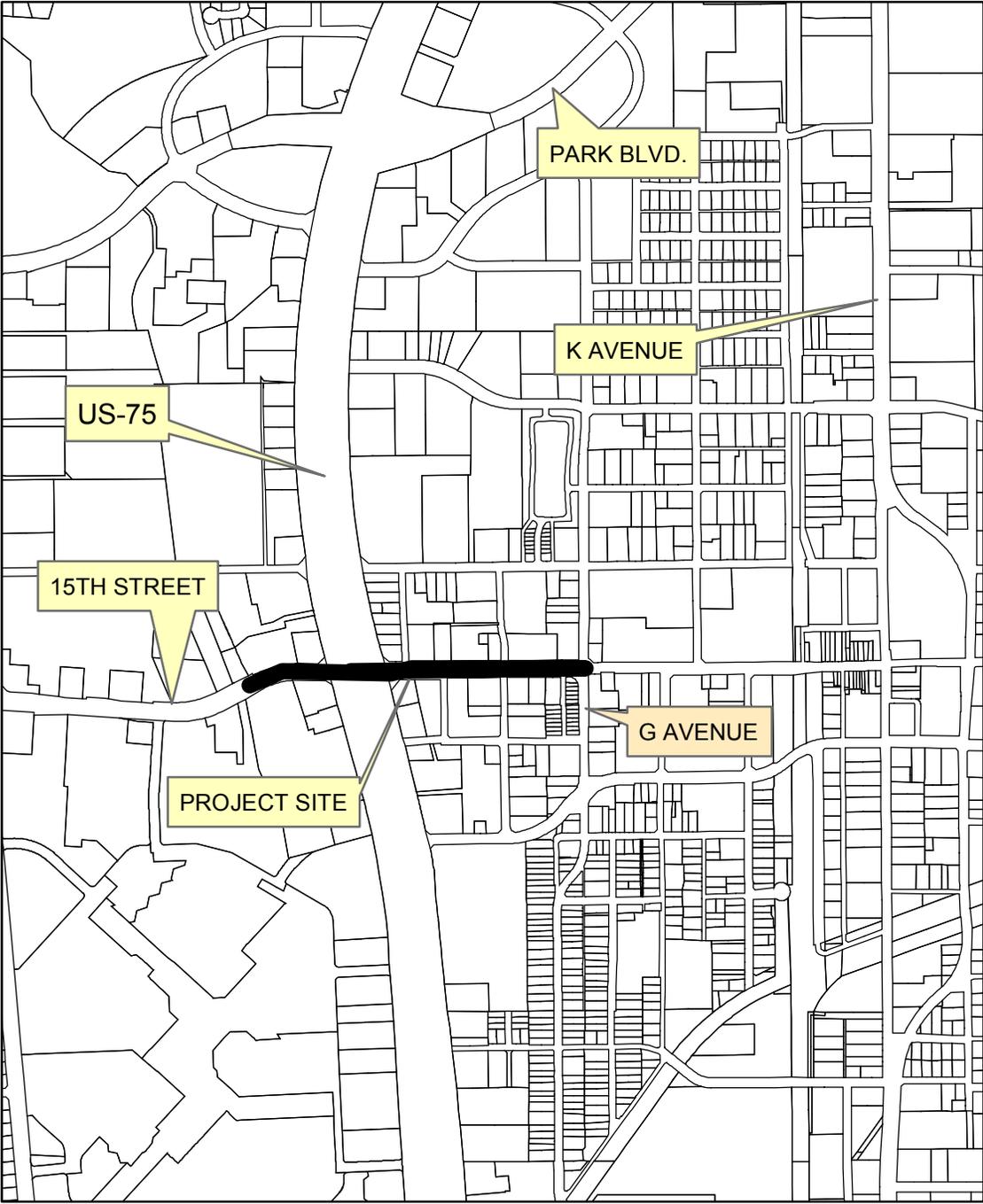
The City plans to use the easements for the improvements necessary for the 15<sup>th</sup> Street Reconstruction project and related appurtenances. These include, but are not limited to, the relocation of utilities to underground installations, the relocation of the existing electrical power lines from the existing 15<sup>th</sup> Street frontage to the rear property lines, the reconstruction of driveways to fit the proposed roadway grades, the reconstruction of sidewalks and the grading of yards for proper drainage.

<https://maps.google.com/maps?saddr=15th+%26+G+Avenue&daddr=W+15th+St%2FNorman+F+Whitsett+Pkw&hl=en&ll=33.019243,-96.709192&sspn=0.005829,0.011362&geocode=FQDX9wEd22U8-ik33Q6hHRIMhjFsGo1zsITi5Q%3BFV3W9wEd10s8-g&mra=dme&mrsp=1&sz=17&t=m&z=17&lci=com.panoramio.all>

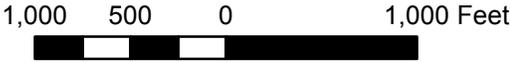
List of Supporting Documents: Location Map; Resolution, Exhibit "A"	Other Departments, Boards, Commissions or Agencies N/A
------------------------------------------------------------------------	-----------------------------------------------------------

# 15TH STREET RECONSTRUCTION G AVENUE TO US-75

PROJECT No. 5623



CITY OF PLANO  
ENGINEERING DEPARTMENT



1 inch = 1,000 feet



**A Resolution of the City Council of the City of Plano, Texas determining a public necessity to acquire certain easement properties as described in the attached Exhibit “A,” for public use for the 15<sup>th</sup> Street Reconstruction Project; authorizing the use of the power of eminent domain to acquire the easement properties; authorizing the City Manager and City Attorney, or their respective designees, to acquire the needed real property including making initial and bona fide offers, and authorizing the City Attorney or her designee to file eminent domain proceedings if necessary, and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano, Texas (“City Council”) has determined that there is a public need and necessity to acquire utility, street, sidewalk, and temporary construction easements (collectively, “Easements”) on the properties attached hereto as **Exhibit “A”** and incorporated herein for all purposes, located within the City of Plano, Texas, for the purpose of, among other things, the construction, access, repair, maintenance and replacement of the improvements and related appurtenances, which are necessary for the 15<sup>th</sup> Street Reconstruction Project (approximately from the west side of the G Avenue intersection westward to the southern terminus of the Chisholm Trail at Spring Creek) (“Project”); and

**WHEREAS**, the City Council finds that the description of the Properties, attached hereto as **Exhibit “A”** to be acquired by eminent domain for the Project, complies with applicable law in that the same: (i) provides property owners reasonable notice that the owners’ properties may be subject to condemnation proceedings during the planning or construction of the Project; and (ii) the Project is a reconstruction project for which the law authorizes such description of the general area to be covered by the Project and/or the general route that will be used by Plano for the Project; and

**WHEREAS**, the City Council has further investigated and determined that the Project constitutes a public use for a public purpose; and

**WHEREAS**, the City is required to make an initial offer as defined by and in compliance with §21.0111, Texas Property Code (“Initial Offer”) and a bona fide offer, as defined by and in compliance with §21.0113, Texas Property Code, (“Bona Fide Offer”) to acquire the Easements on the Property for public use, voluntarily, from the subject landowners prior to moving forward with acquisition by eminent domain; and

**WHEREAS**, the City Council now deems it necessary to authorize the City Attorney to initiate condemnation proceedings in order to acquire the necessary Easements;

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

**Section I: Acquisition of Property.** The City Council hereby finds and determines that there is a public need and it is necessary for the health, safety, and welfare of the citizens of the City of Plano, Texas to acquire the Easements, and it is Plano’s intent to acquire the Easements for public use as more generally depicted on **Exhibit “A,”** attached hereto, for the purpose of the 15<sup>th</sup> Street Reconstruction Project.

**Section II:** Authority of City Manager/Bona Fide Offer. The City Manager or his designee is hereby authorized to contract with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed by Plano from time to time in connection with the acquisition of the Easements on the Property. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager or his designee with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed for the acquisition of the Easements on the Property. To this end, the City Manager or his designee shall first make a Bona Fide Offer to acquire the Easements on the Property from the subject landowners, voluntarily. Should the landowner fail to provide the Easements voluntarily through said Bona Fide Offer, the City Manager or his designee is authorized to acquire the Easements on the Property by condemnation.

**Section III:** Determination of Just Compensation. The City Manager or his designee is hereby authorized and directed to examine and rely on the independent appraisal reports, and other information, to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the Easements on the Property for the purpose of making the Bona Fide Offer. After such consideration, the City Manager or his designee shall establish and approve the amount determined to be just compensation for acquisition of said Easements and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

**Section IV:** Authority to Make an Offer. Upon establishment and approval by the City Manager or his designee of the amount of just compensation for the acquisition of the Easements on the Property, the City Manager and/or City Attorney or their respective designees are authorized to send a written Bona Fide Offer to the landowners of said Property for the acquisition of said Easements at the full amount determined and established to be just compensation therefore, to provide a copy of the Texas Landowner's Bill of Rights, and to negotiate with said landowner on behalf of the City to acquire the Easements voluntarily.

**Section V:** Eminent Domain Authorized. Should the City Manager or City Attorney or their respective designees be unable to acquire the Easements voluntarily from the landowners, the City Attorney or her designee is authorized to commence eminent domain proceedings for the acquisition of the Easements on the Property for the Project. The City Attorney is authorized to retain such outside counsel as she deems necessary to litigate the eminent domain proceedings.

**Section VI:** Findings Incorporated. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

**Section VII:** Effective Date. This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED** this the 17<sup>th</sup> day of December, 2013.

\_\_\_\_\_  
Harry LaRosiliere, Mayor

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**EXHIBIT “A”**  
**(45 Pages)**

**U.S. Restaurant Properties Operating, L.P.  
“Grandy’s Restaurant”  
620 E. 15<sup>th</sup> Street**

**for**

**Utility Easement – 50 square ft.  
Temporary Construction Easement – 1330 square ft.**

**UTILITY EASEMENT**  
**A PORTION OF**  
**LOT 1, BLOCK A, GRANDYS ADDITION**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**EASEMENT DESCRIPTION**

BEING a 0.0011 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas, and being a portion of that certain tract of land conveyed to U.S. Restaurant Properties Operating L.P. according to the General Warranty Deed as recorded in Volume 5710, Page 886 of the Deed Records of Collin County, Texas (D.R.C.C.T.), said tract being Lot 1, Block A of Grandys Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet B, Page 352 of the Plat Records of Collin County, Texas (P.R.C.C.T.) and the remainder of Lot 3C, Block 2B of the Original Donation to the City of Plano, and being more particularly described by metes and bounds as follows:

BEGINNING at the most northerly northeast corner of the aforementioned Lot 1, Block A of Grandys Addition, said corner being the northwest end of a corner clip at the intersection of the south right-of-way line of 15th Street (variable width right-of-way) and the west right-of-way line of Avenue "F" (variable width right-of-way), from whence a 5/8" iron rod found for the common northwest corner of said Lot 1, Block A of Grandys Addition and the most northerly northeast corner of that certain tract of land conveyed to Retail Buildings, Inc. according to the Special Warranty Deed (Cash Sale) as recorded in County Clerk's File No. 92-0007533, D.R.C.C.T., said tract being Lot 1, Block A of Braum's Addition No. 2, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet H, Page 509, P.R.C.C.T. bears S 89°24'47" W (plat-EAST, deed-N 90°00'00" E), 182.50 feet;

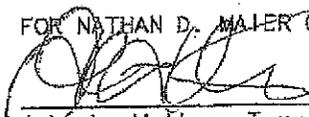
THENCE S 45°34'33" E (plat-S 45°00' E, deed-S 45°00'00" E), departing said south right-of-way line of 15th Street and with said corner clip, 14.14 feet to the southeast end of said corner clip, said southeast end being the most easterly northeast corner of said 1, Block A of Grandys Addition and being in said west right-of-way line of Avenue "F", from whence a 1" iron rod found for the common southeast corner of the aforementioned U.S. Restaurant Properties Operating L.P. tract and the northeast corner of a 6' Street Dedication for Avenue "F" as reflected on the aforementioned plat of Braum's Addition No. 2 bears S 00°33'52" E, 215.94 feet (deed-S 00°19'00" E, 214.94 feet)

THENCE S 89°24'47" W, departing said west right-of-way line of Avenue "F", 10.00 feet;

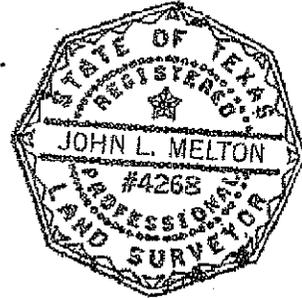
**UTILITY EASEMENT**  
A PORTION OF  
**LOT 1, BLOCK A, GRANDYS ADDITION**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

THENCE N 00°35'13" W, 10.00 feet to the POINT OF BEGINNING and containing 0.0011 acres (50 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.



John L. Melton, Texas R.P.L.S. No. 426B  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.

**NIDM**

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00  
Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph. (214) 739-4741

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SEPTEMBER 22, 2012  
07-10-097  
7097-ES11-UE.dwg

**UTILITY EASEMENT**  
 A PORTION OF  
**LOT 1, BLOCK A, GRANDYS ADDITION**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**15th STREET**  
 (VARIABLE WIDTH R.O.W.)

**POINT OF BEGINNING**

(PLAT-S 45°00' E)  
 (DEED-S 45°00'00" E)  
**S 45°34'33" E**  
**14.14'**  
 O.F.D. 600 NAIL

(PLAT-EAST, DEED-N 90°00'00" E)  
**S 89°24'47" W 182.50'**

**N 00°35'13" W ~10.00'**  
**0.0011 ACRES**  
**(50 SQ. FT.)**  
**S 89°24'47" W ~10.00'**

U.S. RESTAURANT PROPERTIES OPERATING L.P.  
 VOL. 5710, PG. 886  
 D.R.C.C.T.

LOT 1, BLOCK A  
 GRANDYS ADDITION  
 CAB. B, PG. 352, P.R.C.C.T.

U.S. RESTAURANT PROPERTIES OPERATING L.P.  
 VOL. 5710, PG. 886  
 D.R.C.C.T.

REMAINDER OF LOT 3C, BLOCK 2B  
 ORIGINAL DONATION TO THE CITY OF PLANO

LOT 1, BLOCK A  
 BRAUM'S ADDITION NO. 2  
 CAB. H, PG. 509  
 P.R.C.C.T.

2" BRASS DISC STAMPED  
 "GULF OIL CORP  
 PROPERTY MARKER"

5/8" IRF

10'x10' SIDEWALK &  
 UTILITY ESMT.  
 CAB. H, PG. 509  
 P.R.C.C.T.

24" FIRE LANE & UTILITY ESMT.  
 CAB. H, PG. 509  
 P.R.C.C.T.

RETAIL BUILDINGS, INC.  
 COUNTY CLERK'S FILE  
 NO. 92-0007533  
 D.R.C.C.T.

LOT 1, BLOCK A  
 BRAUM'S ADDITION NO. 2  
 CAB. H, PG. 509  
 P.R.C.C.T.

(DEED-S 00°19'00" E, 214.94')  
**S 00°33'32" E 215.94'**

**AVENUE #F**  
 (VARIABLE WIDTH R.O.W.)

JAMES A. LOVEN (UNDIVIDED 1/2 INTEREST)  
 VOL. 2072, PG. 497, D.R.C.C.T.  
 WILLIAM DAVID GADY (UNDIVIDED 1/4 INTEREST)  
 VOL. 2072, PG. 501, D.R.C.C.T.  
 EDWARD EUGENE GADY (UNDIVIDED 1/4 INTEREST)  
 VOL. 2072, PG. 505, D.R.C.C.T.

HOA CAN LE  
 VOL. 2227, PG. 578  
 D.R.C.C.T.  
 CALLED 0.3338 ACRES

MILLION INVESTMENTS, INC.  
 VOL. 5883, PG. 880  
 D.R.C.C.T.  
 CALLED 0.6669 ACRES

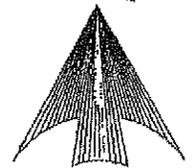
LOT 1, BLOCK 1  
 PLANO SAVINGS ADDITION  
 CAB. G, PG. 288  
 P.R.C.C.T.

**AVENUE #E**  
 (VARIABLE WIDTH R.O.W.)

**ABBREVIATION LEGEND**

D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

6" STREET DEDICATION  
 CAB. H, PG. 509  
 P.R.C.C.T.



**NORTH**  
 SCALE: 1"=60'



NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
 TBPE FIRM REG. NO. F-356  
 TBPLS FIRM REG. NO. 100189-00  
 Two Park Lane Place / 8080 Park Lane / Suite 600  
 Dallas, Texas 75231 / Ph. (214) 739-4741

**TEMPORARY CONSTRUCTION EASEMENT**  
**A PORTION OF**  
**LOT 1, BLOCK A, GRANDYS ADDITION**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**EASEMENT DESCRIPTION**

BEING a 0.0305 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213; in the City of Plano, Collin County, Texas, and being a portion of that certain tract of land conveyed to U.S. Restaurant Properties Operating L.P. according to the General Warranty Deed as recorded in Volume 5710, Page 886 of the Deed Records of Collin County, Texas (D.R.C.C.T.), said tract being Lot 1, Block A of Grandys Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet B, Page 352 of the Plat Records of Collin County, Texas (P.R.C.C.T.) and the remainder of Lot 3C, Block 28 of the Original Donation to the City of Plano, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found for the northwest corner of the aforementioned Lot 1, Block A of Grandys Addition, said corner being in the south right-of-way line of 15th Street (variable width right-of-way) and also being the most northerly northeast corner of that certain tract of land conveyed to Retail Buildings, Inc. according to the Special Warranty Deed (Cash Sale) as recorded in County Clerk's File No. 92-0007533, D.R.C.C.T., said tract being Lot 1, Block A of Braum's Addition No. 2, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet H, Page 509, P.R.C.C.T.:

THENCE N 89°24'47" E (plat-EAST, deed-N 90°00'00" E), with the north line of said Lot 1, Block A of Grandys Addition and said south right-of-way line of 15th Street, 182.50 feet to the most northerly northeast corner of said Lot 1, Block A of Grandys Addition, said corner being the northwest end of a corner clip at the intersection of said south right-of-way line of 15th Street and the west right-of-way line of Avenue "F" (variable width right-of-way);

THENCE S 45°34'33" E (plat-S 45°00' E, deed-S 45°00'00" E), departing said south right-of-way line of 15th Street and with said corner clip, 7.07 feet, from whence a 1" iron rod found for the common southeast corner of the aforementioned U.S. Restaurant Properties Operating L.P. tract and the northeast corner of a 6' Street Dedication for Avenue "F" as reflected on the aforementioned plat of Braum's Addition No. 2 bears S 45°34'33" E (plat-S 45°00' E, deed-S 45°00'00" E), 7.07 feet and S 00°33'52" E, 215.94 feet (deed-S 00°19'00" E, 214.94 feet)

THENCE S 89°24'47" W, departing said corner clip, 15.85 feet;

**TEMPORARY CONSTRUCTION EASEMENT**  
A PORTION OF  
**LOT 1, BLOCK A, GRANDYS ADDITION**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

THENCE S 00°35'13" E, 2.00 feet;

THENCE S 89°24'47" W, 127.80 feet;

THENCE S 00°35'13" E, 2.00 feet;

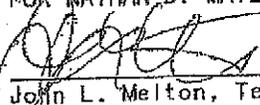
THENCE S 89°24'47" W, 37.25 feet;

THENCE N 00°35'13" W, 4.00 feet;

THENCE S 89°24'47" W, 6.60 feet to the common west line of said Lot 1, Block A of Grandys Addition and the most northerly east line of the aforementioned Lot 1, Block A of Braum's Addition No. 2;

THENCE N 00°33'37" W (plat-N 0°19' W, deed-N 00°19'00" W), with said common west line of Lot 1, Block A of Grandys Addition and the most northerly east line of Lot 1, Block A of Braum's Addition No. 2, 5.00 feet to the POINT OF BEGINNING and containing 0.0305 acres (1,330 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.

  
John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.

**NIDM**

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00  
Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph: (214) 739-4741

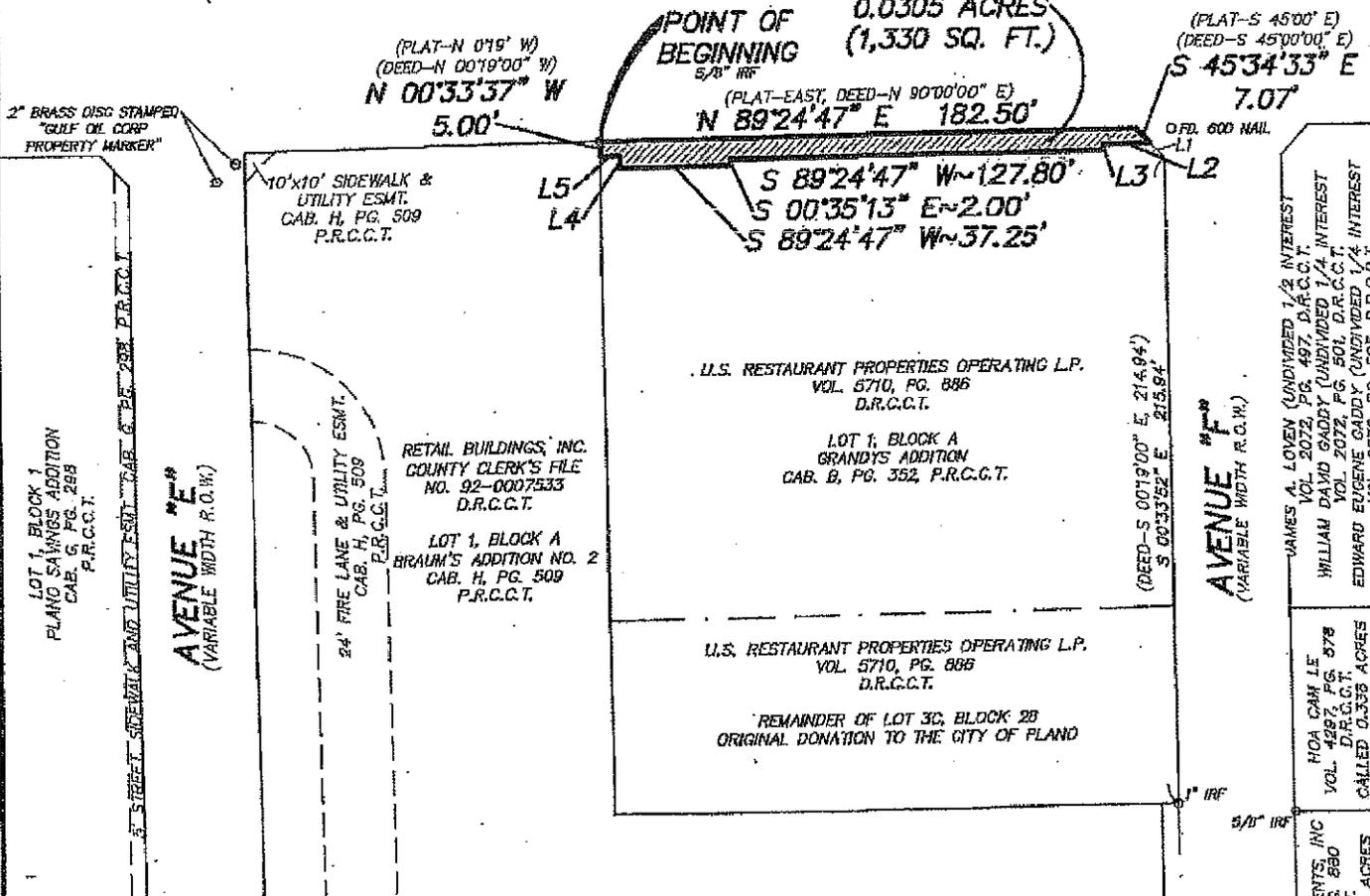
PAGE 2 OF 2

SEPTEMBER 22, 2012  
07-10-097  
7097-ES11-TCE.dwg

**TEMPORARY CONSTRUCTION EASEMENT**  
A PORTION OF  
**LOT 1, BLOCK A, GRANDYS ADDITION**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**15th STREET**  
(VARIABLE WIDTH R.O.W.)

**0.0305 ACRES**  
**(1,330 SQ. FT.)**



**ABBREVIATION LEGEND**

D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

**TEMPORARY CONSTRUCTION EASEMENT LINE TABLE**

NO.	BEARING	DISTANCE	DEED BEARING
L1	S 45°34'33" E	7.07'	S 45°00'00" E
L2	S 89°24'47" W	15.85'	-----
L3	S 00°35'13" E	2.00'	-----
L4	N 00°35'13" W	4.00'	-----
L5	S 89°24'47" W	6.60'	-----



**NIDM**

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00  
Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph. (214) 739-4741

**Carlisle Interests, Inc.**  
**“Pro-Quick Lube”**  
**617 E. 15<sup>th</sup> Street**

**for**

**Street, Utility & Sidewalk Easement – 50 square ft.**  
**Temporary Construction Easement #1 – 1804 square ft.**  
**Temporary Construction Easement #2 – 775 square ft.**

**STREET, UTILITY & SIDEWALK EASEMENT**  
A PORTION OF  
LOT 1, BLOCK 1  
McDONALDS/QUAKER STATE ADDITION, BLOCK 1, LOTS 1 AND 2  
JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213  
CITY OF PLANO, COLLIN COUNTY, TEXAS

EASEMENT DESCRIPTION

BEING a 0.0011 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213. In the City of Plano, Collin County, Texas, and being a portion of that certain tract of land conveyed to Carlisle Interests, Inc., Trustee according to the Special Warranty Deed with Vendor's Lien as recorded in Volume 6059, Page 3180 of the Deed Records of Collin County, Texas (D.R.C.C.T.) said tract being Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet L, Page 400 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" set in concrete for the southeast corner of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, said southeast corner being at the intersection of the north right-of-way line of 15th Street (variable width right-of-way) and the west right-of-way line of Avenue "F" (variable width right-of-way);

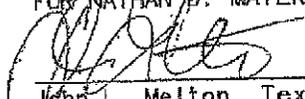
THENCE S 89°30'42" W (plat-WEST), with the south line of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and said north right-of-way line of 15th Street, 10.00 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner, from whence a 3-1/4" aluminum disc found for the southwest corner of Lot 2, Block 1 of said McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 bears S 89°30'42" W (plat-WEST), 263.81 feet;

THENCE N 44°29'41" E, departing the south line of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and said north right-of-way line of 15th Street, 14.14 feet to an "X" set in concrete for corner in the east line of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, said east line being the aforementioned west right-of-way line of Avenue "F", from whence a 1" iron rod found at a point of curvature in said east line of Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and said west right-of-way line of Avenue "F" bears N 00°31'20" W (plat-S 00°01'03" E), 73.06 feet;

**STREET, UTILITY & SIDEWALK EASEMENT**  
A PORTION OF  
LOT 1, BLOCK 1  
McDONALDS/QUAKER STATE ADDITION, BLOCK 1, LOTS 1 AND 2  
JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213  
CITY OF PLANO, COLLIN COUNTY, TEXAS

THENCE S 00°31'20" E (plat-S 00°01'03" E), with said east line of Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and said west right-of-way line of Avenue "F", 10.00 feet to the POINT OF BEGINNING and containing 0.0011 acres (50 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.



John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor.



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.

INDM

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00  
Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph. (214) 739-4741

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REV. SEPTEMBER 25, 2012  
SEPTEMBER 19, 2012  
07-10-097  
7097-ES20-SE.dwg

**STREET, UTILITY & SIDEWALK EASEMENT**  
 A PORTION OF  
 LOT 1, BLOCK 1  
 McDONALDS/QUAKER STATE ADDITION, BLOCK 1, LOTS 1 AND 2  
 JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213  
 CITY OF PLANO, COLLIN COUNTY, TEXAS

**ABBREVIATION LEGEND**

D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
F.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL. PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

TB & QN RENTAL PROPERTIES LLC  
 INST. NO. 20110127000107580  
 O.P.R.C.C.T.  
 CALLED 0.572 ACRES

PART OF LOTS 7 & 10, BLOCK A  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
 VOL. 1674, PG. 35, D.R.C.C.T.  
 PART OF LOTS 5 & 6, BLOCK A, HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

1.5' TEXAS POWER & LIGHT  
 COMPANY ESMT. AND R.O.W.  
 VOL. 697, PG. 643, D.R.C.C.T.

AVENUE "F"  
 (VARIABLE WIDTH R.O.W.)

REMAINDER OF LOT 1, BLOCK 23  
 ORIGINAL DONATION TO THE CITY OF PLANO

WENDY'S INTERNATIONAL, INC.  
 1 INST. NO. 2011011000003810, O.P.R.C.C.T.  
 PART OF LOTS 1, 2 & 5, BLOCK A  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.  
 10' TEXAS POWER & LIGHT COMPANY ESMT. AND R.O.W.  
 VOL. 911, PG. 293, D.R.C.C.T.

ARCHLAND PROPERTY II, L.P.  
 VOL. 5698, PG. 3744  
 D.R.C.C.T.  
 CALLED 0.0777 ACRES

PART OF LOT 2, BLOCK 1  
 McDONALDS/QUAKER STATE ADDITION,  
 BLOCK 1, LOTS 1 AND 2  
 CAB. L, PG. 400, P.R.C.C.T.

FRANCHISE REALTY INTERSTATE CORPORATION  
 VOL. 892, PG. 656 AND  
 VOL. 1028, PG. 7, D.R.C.C.T.

PART OF LOT 2, BLOCK 1  
 McDONALDS/QUAKER STATE ADDITION,  
 BLOCK 1, LOTS 1 AND 2  
 CAB. L, PG. 400, P.R.C.C.T.

CARLISLE INTERESTS,  
 INC., TRUSTEE  
 VOL. 6059, PG. 3180  
 D.R.C.C.T.

LOT 1, BLOCK 1  
 McDONALDS/QUAKER  
 STATE ADDITION,  
 BLOCK 1,  
 LOTS 1 AND 2  
 CAB. L, PG. 400,  
 P.R.C.C.T.

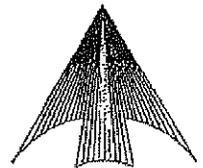
24' FIRELANE & ACCESS ESMT.  
 CAB. L, PG. 400  
 P.R.C.C.T.

WATER AND DRAINAGE ESMT.  
 CAB. L, PG. 400, P.R.C.C.T.

N 44°29'41" E  
 14.14'  
 V.A.M. ESMT.  
 CAB. L, PG. 400, P.R.C.C.T.  
 10'x5' WATER ESMT.  
 CAB. L, PG. 400, P.R.C.C.T.

N 00°31'20" W-73.06'  
 (PLAT-S 00°01'03" E)

TITLE RESOURCES ADDITION  
 CAB. G, PG. 740, P.R.C.C.T.



**NORTH**  
 SCALE: 1"=50'

**15th STREET**  
 (VARIABLE WIDTH R.O.W.)

1/2" IRS W/CAP  
 AT ALL CORNERS

0.0011 ACRES  
 (50 SQ. FT.)

S 89°30'42" W 283.81'  
 (PLAT-WEST)

S 89°30'42" W  
 10.00'  
 (PLAT-WEST)

S 00°31'20" E  
 10.00'  
 (PLAT-S 00°01'03" E)

POINT OF BEGINNING  
 X SET IN CONCRETE



**TEMPORARY CONSTRUCTION EASEMENT**  
A PORTION OF  
LOT 1, BLOCK 1  
McDONALDS/QUAKER STATE ADDITION, BLOCK 1, LOTS 1 AND 2  
JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213  
CITY OF PLANO, COLLIN COUNTY, TEXAS

EASEMENT DESCRIPTION

BEING a 0.0414 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas, and being a portion of that certain tract of land conveyed to Carlisle Interests, Inc., Trustee according to the Special Warranty Deed with Vendor's Lien as recorded in Volume 6059, Page 3180 of the Deed Records of Collin County, Texas (D.R.C.C.T.) said tract being Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet L, Page 400 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, said southeast corner being at the intersection of the north right-of-way line of 15th Street (variable width right-of-way) and the west right-of-way line of Avenue "F" (variable width right-of-way);

THENCE S 89°30'42" W (plat-WEST), with the south line of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and said north right-of-way line of 15th Street, 72.88 feet (plat-72.91 feet) to the southwest corner of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, said southwest corner also being the southeast corner of the remainder of those certain tracts of land conveyed to Franchise Realty Interstate Corporation according to the Warranty Deed as recorded in Volume 892, Page 656, D.R.C.C.T. and the Cash Warranty Deed as recorded in Volume 1028, Page 7, D.R.C.C.T., said tract being Lot 1, Block 1 of said McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, from whence a 3-1/4" aluminum disc found for the southwest corner of said Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 bears S 89°30'42" W (plat-WEST), 220.93 feet;

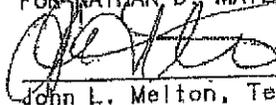
THENCE N 01°12'33" W (plat-S 00°44'00" E), departing said north right-of-way line of 15th Street and with the common west line of said Lot 1, Block 1 and east line of said Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, 24.71 feet;

**TEMPORARY CONSTRUCTION EASEMENT**  
A PORTION OF  
LOT 1, BLOCK 1  
McDONALDS/QUAKER STATE ADDITION, BLOCK 1, LOTS 1 AND 2  
JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213  
CITY OF PLANO, COLLIN COUNTY, TEXAS

THENCE N 89°30'42" E, departing the common west line of said Lot 1, Block 1 and east line of said Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, 73.18 feet to the east line of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, said east line being the aforementioned west right-of-way line of Avenue "F", from whence a 1" iron rod found at a point of curvature in said east line of Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and said west right-of-way line of Avenue "F" bears N 00°31'20" W (plat-S 00°01'03" E), 58.38 feet;

THENCE S 00°31'20" E (plat-S 00°01'03" E), with said east line of Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and said west right-of-way line of Avenue "F", 24.71 feet to the POINT OF BEGINNING and containing 0.0414 acres (1,804 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.



John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.

NIDM

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-358  
TBPLS FIRM REG. NO. 100189-00  
Two Park Lane Place / 8080 Park Lane / Suite 800  
Dallas, Texas 75231 / Ph..(214) 739-4741

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SEPTEMBER 19, 2012  
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7097-ES20-TCE.dwg

**TEMPORARY CONSTRUCTION EASEMENT**  
**A PORTION OF**  
**LOT 1, BLOCK 1**  
**McDONALDS/QUAKER STATE ADDITION, BLOCK 1, LOTS 1 AND 2**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**ABBREVIATION LEGEND**

D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

TE & ON RENTAL PROPERTIES LLC  
 INST. NO. 20110127000107580  
 O.P.R.C.C.T.  
 CALLED 0.572 ACRES

PART OF LOTS 7 & 10, BLOCK A  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
 VOL. 1674, PG. 35, D.R.C.C.T.  
 PART OF LOTS 5 & 6, BLOCK A, HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

1.5 TEXAS POWER & LIGHT  
 COMPANY ESMT. AND R.O.W.  
 VOL. 897, PG. 843, D.R.C.C.T.

ARCHLAND PROPERTY II, L.P.  
 VOL. 5698, PG. 3744  
 D.R.C.C.T.  
 CALLED 0.0777 ACRES

PART OF LOT 2, BLOCK 1  
 McDONALDS/QUAKER STATE ADDITION,  
 BLOCK 1, LOTS 1 AND 2  
 CAB. L, PG. 400, P.R.C.C.T.

FRANCHISE REALTY INTERSTATE CORPORATION  
 VOL. 892, PG. 656 AND  
 VOL. 1028, PG. 7, D.R.C.C.T.

PART OF LOT 2, BLOCK 1  
 McDONALDS/QUAKER STATE ADDITION,  
 BLOCK 1, LOTS 1 AND 2  
 CAB. L, PG. 400, P.R.C.C.T.

CARLISLE INTERESTS,  
 INC., TRUSTEE  
 VOL. 6059, PG. 3180  
 D.R.C.C.T.

LOT 1, BLOCK 1  
 McDONALDS/QUAKER  
 STATE ADDITION,  
 BLOCK 1,  
 LOTS 1 AND 2  
 CAB. L, PG. 400,  
 P.R.C.C.T.

0.0414 ACRES  
 (1,804 SQ. FT.)

N 89°30'42" E  
 73.18'

N 01°12'33" W ~24.71'  
 (PLAT-S 00°41'00" E)

WATER AND DRAINAGE ESMT.  
 CAB. L, PG. 400, P.R.C.C.T.

S 89°30'42" W 220.93'  
 (PLAT-WEST~220.93')

Y.A.M. ESMT.

CAB. L, PG. 400, P.R.C.C.T.

10' WATER ESMT.

CAB. L, PG. 400, P.R.C.C.T.

S 89°30'42" W  
 72.88'  
 (PLAT-WEST~72.91')

S 00°31'20" E  
 24.71'  
 (PLAT-S 00°01'03" E)

POINT OF BEGINNING

AVENUE "F"  
 (VARIABLE WIDTH R.O.W.)

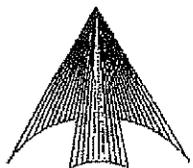
REMAINDER OF LOT 1, BLOCK 2,  
 ORIGINAL DONATION TO THE CITY OF PLANO

TITLE RESOURCES ADDITION  
 CAB. C, PG. 740, P.R.C.C.T.

WENDY'S INTERNATIONAL, INC.  
 1 INST. NO. 2011011000043810, O.P.R.C.C.T.

PART OF LOTS 1, 2 & 5, BLOCK A  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

10' TEXAS POWER & LIGHT COMPANY ESMT. AND R.O.W.  
 VOL. 811, PG. 295, P.R.C.C.T.



**NORTH**

SCALE: 1"=50'

15th STREET  
 (VARIABLE WIDTH R.O.W.)

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
 TBPE FIRM REG. NO. F-356  
 TBPLS FIRM REG. NO. 100189-00  
 Two Park Lane Place / 8080 Park Lane / Suite 600  
 Dallas, Texas 75231 / Ph. (214) 739-4741

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REV. SEPTEMBER 25, 2012  
 SEPTEMBER 19, 2012  
 07-10-097  
 7097-ES20-TCE.dwg



**TEMPORARY CONSTRUCTION EASEMENT NO. 2**  
**A PORTION OF**  
**LOT 1, BLOCK 1**  
**MCDONALDS/QUAKER STATE ADDITION, BLOCK 1, LOTS 1 AND 2**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**EASEMENT DESCRIPTION**

BEING a 0.0178 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas, and being a portion of that certain tract of land conveyed to Carlisle Interests, Inc., Trustee according to the Special Warranty Deed with Vendor's Lien as recorded in Volume 6059, Page 3180 of the Deed Records of Collin County, Texas, said tract being Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet L, Page 400 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" found in a concrete walk for the common northeast corner of the aforementioned Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and the most easterly southeast corner of Lot 2 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, said corner being in the west right-of-way line of Avenue "F" (variable width right-of-way) and being the beginning of a non-tangent curve to the left having a central angle of 01°49'54", a radius of 325.00 feet, a tangent length of 5.20 feet and a chord which bears S 13°49'56" E, 10.39 feet;

THENCE, with the east line of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and said west right-of-way line of Avenue "F" and with said non-tangent curve to the left, an arc distance of 10.39 feet to the beginning of a reverse curve to the right having a central angle of 03°36'54", a radius of 275.00 feet, a tangent length of 8.68 feet and a chord which bears S 12°56'26" E, 17.35 feet;

THENCE, continuing with the east line of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and said west right-of-way line of Avenue "F" and with said reverse curve to the right, an arc distance of 17.35 feet, from whence a 1" iron rod found for corner at the point of curvature of the east line of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and said west right-of-way line of Avenue "F" bears through a curve to the right having a central angle of 10°36'38", a radius of 275.00 feet, a tangent length of 25.54 feet and a chord which bears S 05°49'40" E, 50.85 feet, an arc distance of 50.93 feet;

THENCE S 17°33'29" W, departing the east line of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and said west right-of-way line of Avenue "F", 36.48 feet;

THENCE S 89°16'52" W, 15.80 feet;

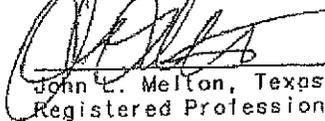
THENCE N 17°33'29" E, 64.99 feet to the common north line of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and the most easterly south line of the aforementioned Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2;



**TEMPORARY CONSTRUCTION EASEMENT NO. 2**  
A PORTION OF  
LOT 1, BLOCK 1  
McDONALDS/QUAKER STATE ADDITION, BLOCK 1, LOTS 1 AND 2  
JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213  
CITY OF PLANO, COLLIN COUNTY, TEXAS

THENCE N 89°17'08" E (plat-S 89°39'24" W), with the common north line of said Lot 1, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and the most easterly south line of said Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, 0.82 feet to the POINT OF BEGINNING and containing 0.0178 acres (775 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.



John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.



NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00  
Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph. (214) 739-4741

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REVISED: AUGUST 1, 2013  
JULY 24, 2013  
07-10-097  
7097-ES20-TCE2.dwg

**TEMPORARY CONSTRUCTION EASEMENT NO. 2**  
 A PORTION OF  
 LOT 1, BLOCK 1  
 McDONALDS/QUAKER STATE ADDITION, BLOCK 1, LOTS 1 AND 2  
 JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213  
 CITY OF PLANO, COLLIN COUNTY, TEXAS

**ABBREVIATION LEGEND**

D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

TS & ON RENTAL PROPERTIES LLC  
 INST. NO. 20110127000107580  
 O.P.R.C.C.T.  
 CALLED 0.572 ACRES

PART OF LOTS 7 & 10, BLOCK A  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
 VOL. 1674, PG. 35, D.R.C.C.T.  
 PART OF LOTS 5 & 6, BLOCK A, HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

AVENUE "F"  
 (VARIABLE WIDTH R.O.W.)

REMAINDER OF LOT 1, BLOCK 23  
 ORIGINAL DONATION TO THE CITY OF PLANO

HEWYD'S INTERNATIONAL, INC.  
 INST. NO. 201101100043610, O.P.R.C.C.T.  
 PART OF LOTS 1, 2 & 5, BLOCK A  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

10' TEXAS POWER & LIGHT COMPANY ESMT. AND R.O.W.  
 VOL. 921, PG. 295, P.R.C.C.T.

ARCHLAND PROPERTY II, L.P.  
 VOL. 5698, PG. 3744  
 D.R.C.C.T.  
 CALLED 0.0777 ACRES

PART OF LOT 2, BLOCK 1  
 McDONALDS/QUAKER STATE ADDITION,  
 BLOCK 1, LOTS 1 AND 2  
 CAB. L, PG. 400, P.R.C.C.T.

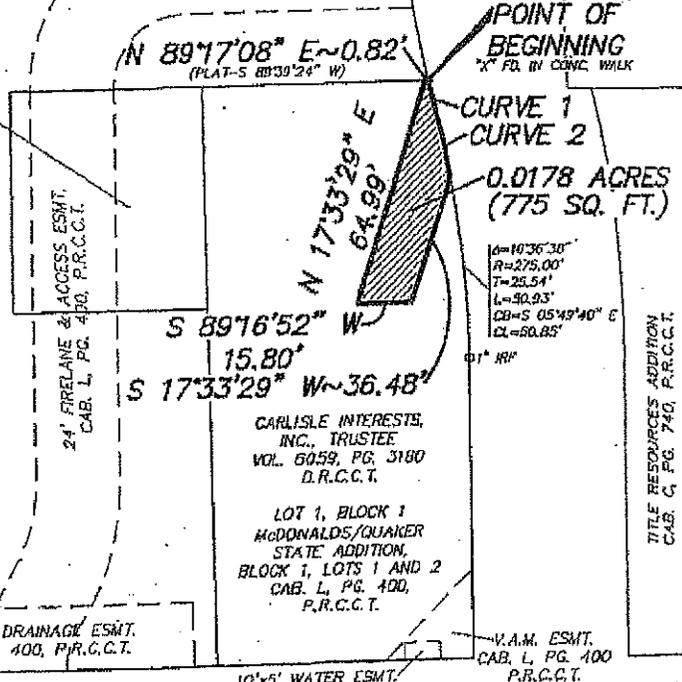
FRANCHISE REALTY INTERSTATE CORPORATION  
 VOL. 892, PG. 656 AND  
 VOL. 1026, PG. 7, D.R.C.C.T.

PART OF LOT 2, BLOCK 1  
 McDONALDS/QUAKER STATE ADDITION,  
 BLOCK 1, LOTS 1 AND 2  
 CAB. L, PG. 400, P.R.C.C.T.

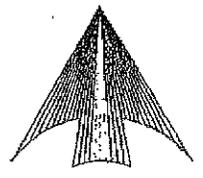
WATER AND DRAINAGE ESMT.  
 CAB. L, PG. 400, P.R.C.C.T.

10'x5' WATER ESMT.  
 CAB. L, PG. 400  
 P.R.C.C.T.

V.A.M. ESMT.  
 CAB. L, PG. 400  
 P.R.C.C.T.



TITLE RESOURCES ADDITION  
 CAB. C, PG. 740, P.R.C.C.T.



**NORTH**  
 SCALE: 1"=50'

**15th STREET**  
 (VARIABLE WIDTH R.O.W.)

<b>CURVE 1</b>	<b>CURVE 2</b>
Δ=01°49'54"	Δ=03°36'54"
R=325.00'	R=275.00'
T=5.20'	T=8.68'
L=10.39'	L=17.35'
CB=S 13°49'56" E	CB=S 12°56'26" E
CL=10.39'	CL=17.35'



NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
 TBPE FIRM REG. NO. F-358  
 TBPLS FIRM REG. NO. 100189-00  
 Two Park Lane Place / 8080 Park Lane / Suite 600  
 Dallas, Texas 75231 / Ph. (214) 739-4741

PAGE 1 OF 1  
 REVISED: AUGUST 1, 2013  
 JULY 24, 2013  
 07-10-097  
 7097-ES20-TCE2.dwg

**Carpenter Living Trust  
708 E. 16<sup>th</sup> Street**

**for**

**Utility Easement – 793 square ft.**

**UTILITY EASEMENT**  
**A PORTION OF**  
**CARPENTER LIVING TRUST TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**EASEMENT DESCRIPTION**

BEING a 0.0182 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas, and being a portion of that certain tract of land conveyed to Maxine Miller Carpenter, Russell Carpenter, Russell Carpenter, Carolyn Neely, Don Neely or Carmen Haggard, Trustees, and any successors in trust, of the Carpenter Living Trust, dated December 28, 2001, and any amendments thereto (Carpenter Living Trust), according to the Warranty Deed as recorded in Volume 5077, Page 5292 of the Deed Records of Collin County, Texas (D.R.C.C.T.), said tract being the remainder of Lot 1, Block 23 of the Original Donation to the City of Plano and being more particularly described by metes and bounds as follows:

COMMENCING at an "X" cut in concrete found in the north right-of-way line of 15th Street (variable width right-of-way) for the southeast corner of that certain tract of land conveyed to said 701 Building Partnership, Ltd. and described in Exhibit "A" (a) of the aforementioned Special Warranty Deed, Bill of Sale and Assignment as recorded in Instrument No. 20091229001543620 of the Official Public Records of Collin County, Texas, said tract being Title Resources Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet C, Page 740 of the Plat Records of Collin County, Texas and for the most southerly southwest corner of that certain called 0.727 acre tract of land conveyed to 777 Building Partnership according to the Special Warranty Deed with Vendor's Lien as recorded in County Clerk's File 94-0099062, D.R.C.C.T. and to David B. McCall, III (an undivided 20% interest) according to the Special Warranty Deed as recorded in Volume 5869, Page 1735, D.R.C.C.T., said tract being part of Lots 6, 7 and 8, Block 23 of the Original Donation to the City of Plano;

THENCE N 00°43'31" W, with the east line of said Title Resources Addition and the most southerly west line of said 777 Building Partnership and David B. McCall, III tract, 158.12 feet to an ell corner of said 777 Building Partnership and David B. McCall, III tract, same being the northeast corner of said Title Resources Addition;

THENCE S 89°23'10" W, with the most northerly south line of said 777 Building Partnership and David B. McCall, III tract and the north line of said Title Resources Addition, passing at a distance of 45.66 feet the most northerly southwest corner of said 777 Building Partnership and David B. McCall, III tract, same being the southeast corner of the aforementioned Carpenter Living Trust tract, and continuing with the south line of said Carpenter Living Trust tract and the north line of said Title Resources Addition a total distance of 129.55 feet to a 1" iron rod found for corner at an angle point in the north line of said Title Resources Addition and the south line of said Carpenter Living Trust tract, said corner being the POINT OF BEGINNING;

**UTILITY EASEMENT**  
**A PORTION OF**  
**CARPENTER LIVING TRUST TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

THENCE S 89°27'35" W, continuing with the south line of said Carpenter Living Trust tract and the north line of said Title Resources Addition, 157.94 feet to the common southwest corner of said Carpenter Living Trust tract and the northwest corner of said Title Resources Addition, said common corner being in the east right-of-way line of Avenue "F" (variable width right-of-way) and being the beginning of a non-tangent curve to the left having a central angle of 00°44'34", a radius of 320.00 feet, a tangent length of 2.07 feet and a chord which bears N 14°22'37" W, 4.15 feet;

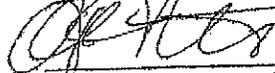
THENCE, with the west line of said Carpenter Living Trust tract and said east right-of-way line of Avenue "F" and with said non-tangent curve to the left, an arc distance of 4.15 feet to the beginning of a tangent curve to the right having a central angle of 00°12'19", a radius of 280.00 feet, a tangent length of 0.50 feet and a chord which bears N 14°38'44"W, 1.00 feet;

THENCE, continuing with the west line of said Carpenter Living Trust tract and said east right-of-way line of Avenue "F" and with said tangent curve to the right, an arc distance of 1.00 feet;

THENCE N 89°27'35" E, departing the west line of said Carpenter Living Trust tract and said east right-of-way line of Avenue "F", 159.17 feet;

THENCE S 00°32'25" E, 5.00 feet to the POINT OF BEGINNING and containing 0.0182 acres (793 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.



John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.

INDM

**UTILITY EASEMENT**  
**A PORTION OF**  
**CARPENTER LIVING TRUST TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**ABBREVIATION LEGEND**

D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL. PG.	VOLUME, PAGE
C.L.	CENTERLINE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "IX REG NO 100189-00"

MAXINE MILLER CARPENTER, RUSSELL CARPENTER, RUSSELL CARPENTER, CAROLYN NEELY, DON NEELY OR CARMEN HAGGARD, TRUSTEES, AND ANY SUCCESSORS IN TRUST, OF THE CARPENTER LIVING TRUST, DATED DECEMBER 28, 2001, AND ANY AMENDMENTS THERETO VOL. 5077, PG. 5292 D.R.C.C.T.

REMAINDER OF LOT 1, BLOCK 23 ORIGINAL DONATION TO THE CITY OF PLANO



701 BUILDING PARTNERSHIP, LTD.  
 EXHIBIT "A" (b)  
 INST. NO. 20091229001543620  
 O.P.R.C.C.T.

PART OF LOTS 5A, 5B & 6B,  
 BLOCK 23, ORIGINAL DONATION  
 TO THE CITY OF PLANO

AIR RIGHTS ESMT.  
 (SMALL ESMT.)  
 TO TRIBE II, LTD.  
 VOL. 2050, PG. 730  
 D.R.C.C.T.  
 AND  
 TO 701/777 BUILDING PARTNERSHIP, LTD  
 CLERK'S FILE NO. 94-0099064  
 D.R.C.C.T.

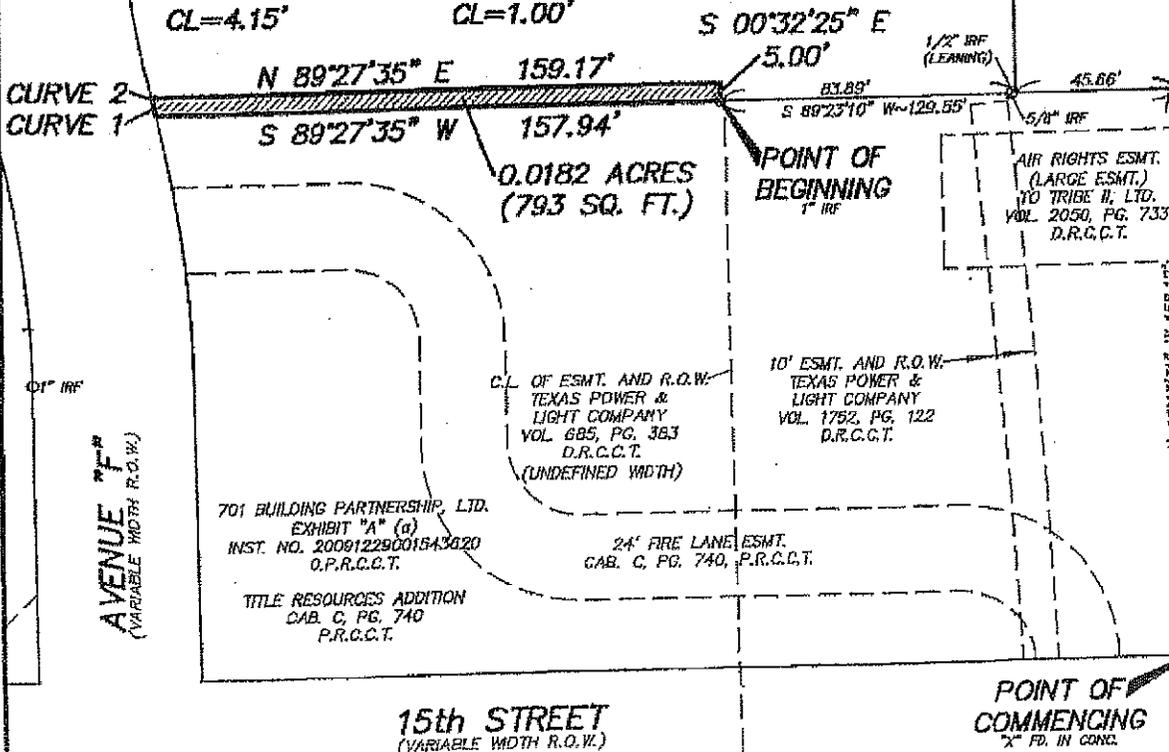
AIR RIGHTS ESMT.  
 (LARGE ESMT.)  
 TO TRIBE II, LTD.  
 VOL. 2050, PG. 733  
 D.R.C.C.T.

777 BUILDING PARTNERSHIP  
 COUNTY CLERK'S FILE NO. 94-0099062  
 D.R.C.C.T.  
 AND  
 DAVID B. MCCALL, III  
 (UNDIVIDED 20% INTEREST)  
 VOL. 5869, PG. 1735  
 D.R.C.C.T.  
 CALLED 0.787 ACRES  
 PART OF LOTS 6, 7, AND 8, BLOCK 23,  
 ORIGINAL DONATION TO THE CITY OF PLANO

C.L. OF  
 ESMT. AND R.O.W.  
 TEXAS POWER &  
 LIGHT COMPANY  
 VOL. 528, PG. 79  
 D.R.C.C.T.  
 (UNDEFINED WIDTH)

**CURVE 1**  
 $\Delta=00^{\circ}44'34''$   
 $R=320.00'$   
 $T=2.07'$   
 $L=4.15'$   
 $CB=N 14^{\circ}22'37'' W$   
 $CL=4.15'$

**CURVE 2**  
 $\Delta=00^{\circ}12'19''$   
 $R=280.00'$   
 $T=0.50'$   
 $L=1.00'$   
 $CB=N 14^{\circ}38'44'' W$   
 $CL=1.00'$



AVENUE "F"  
 (VARIABLE WIDTH R.O.W.)

701 BUILDING PARTNERSHIP, LTD.  
 EXHIBIT "A" (a)  
 INST. NO. 20091229001543620  
 O.P.R.C.C.T.

TITLE RESOURCES ADDITION  
 CAB. C, PG. 740  
 P.R.C.C.T.

C.L. OF ESMT. AND R.O.W.  
 TEXAS POWER &  
 LIGHT COMPANY  
 VOL. 685, PG. 363  
 D.R.C.C.T.  
 (UNDEFINED WIDTH)

10' ESMT. AND R.O.W.  
 TEXAS POWER &  
 LIGHT COMPANY  
 VOL. 1792, PG. 122  
 D.R.C.C.T.

24' FIRE LANE ESMT.  
 CAB. C, PG. 740, P.R.C.C.T.

15th STREET  
 (VARIABLE WIDTH R.O.W.)

POINT OF COMMENCING  
 "X" PD. IN CONC.

N D M

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
 TBPE FIRM REG. NO. F-356  
 TBPLS FIRM REG. NO. 100189-00  
 Two Park Lane Place / 8080 Park Lane / Suite 600  
 Dallas, Texas 75231 / Ph. (214) 739-4741

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 OCTOBER 5, 2012  
 07-10-097  
 7097-ES04-UE.dwg

**Quick-Way Retail Associates II, Ltd.**  
**“Shell Station/7-Eleven”**  
**1501 N. Central Expressway**

**for**

**Street, Utility & Sidewalk Easement – 458 square ft.**

**STREET, UTILITY & SIDEWALK EASEMENT**  
A PORTION OF  
**TEXACO ADDITION NO. 1, LOT 1, BLOCK 1**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**EASEMENT DESCRIPTION**

BEING a 0.0105 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas, and being a portion of that certain tract of land conveyed to Quik-Way Retail Associates II, Ltd. according to the Special Warranty Deed as recorded in Instrument No. 20080221000204980 of the Official Public Records of Collin County, Texas, said tract being Texaco Addition No. 1, Lot 1, Block 1, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet B, Page 150 of the Plat Records of Collin County, Texas (P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" Iron with plastic cap stamped "Half Assoc Inc" found for the most southerly southeast corner of the aforementioned Texaco Addition No. 1, Lot 1, Block 1, said corner being the southwest end of a corner clip at the intersection of the north right-of-way line of 15th street (variable width right-of-way) and the west right-of-way line of Central Expressway (U.S. Highway 75) (variable width right-of-way);

THENCE S 89°14'52" W (plat-N 88°44'09" W), with the south line of said Texaco Addition No. 1, Lot 1, Block 1 and said north right-of-way line of 15th Street, 110.14 feet (plat-110.12 feet) to a "X" in concrete found at an angle point of said south line of Texaco Addition, No. 1, Lot 1, Block 1 and said north right-of-way line of 15th Street;

THENCE S 87°32'08" W (plat-N 89°42'09" W), continuing with said south line of Texaco Addition No. 1, Lot 1, Block 1 and said north right-of-way line of 15th Street, 10.45 feet (plat-10.44 feet) to a 5/8" Iron with plastic cap stamped "Half Assoc Inc" found for the southwest corner of said Texaco Addition No. 1, Lot 1, Block 1, said southwest corner also being the most southerly southeast corner of that certain tract of land conveyed to Srinivas, L.C. according to the Special Warranty Deeds as recorded in the County Clerk's File No. 92-0088203 (77% undivided interest) and No. 92-0088204 (23% undivided interest) of the Deed Records of Collin County, Texas, said tract being Lot 2R, Block 1 of The Second Replat of Restaurants Of Spring Creek Addition, Lots 1, 2, 3, 4, 5 & 6, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet H, Page 584, P.R.C.C.T.;

THENCE N 10°49'39" W (plat-N 8°49'10" W), departing said north right-of-way line of 15th Street and with the west line of said Texaco Addition No. 1, Lot 1, Block 1 and the most southerly east line of said Lot 2R, Block 1 of The Second Replat of Restaurants Of Spring Creek Addition, Lots 1, 2, 3, 4, 5 & 6, 2.34 feet, to a 1/2" Iron rod with plastic cap stamped "TX-100189-00" set for corner;

PAGE 1 OF 2

NATHAN D. MAIER CONSULTING ENGINEERS, INC.

TBPE FIRM REG. NO. F-356

TBPLS FIRM REG. NO. 100189-00

Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph. (214) 739-4741

REV. SEPTEMBER 25, 2012

SEPTEMBER 22, 2012

07-10-097

7097-ES18-SE.dwg

NDM

**STREET, UTILITY & SIDEWALK EASEMENT**  
A PORTION OF  
**TEXACO ADDITION NO. 1, LOT 1, BLOCK 1**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

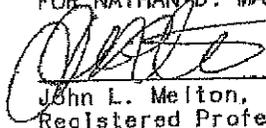
THENCE N 87°59'08" E, departing said west line of Texaco Addition No. 1, Lot 1, Block 1 and said most southerly east line of Lot 2R, Block 1 of The Second Replat of Restaurants Of Spring Creek Addition, Lots 1, 2, 3, 4, 5 & 6, 100.93 feet to a 1/2" iron rod with plastic cap stamped "TX-100189-00" set for corner;

THENCE N 02°00'54" W, 1.70 feet to a 1/2" iron rod with plastic cap stamped "TX-100189-00" set for corner;

THENCE N 87°59'06" E, 26.42 feet to a 1/2" iron rod with plastic cap stamped "TX-100189-00" set for corner in the aforementioned corner clip at the intersection of the north right-of-way line of 15th street and the west right-of-way line of Central Expressway (U.S. Highway 75);

THENCE S 43°19'31" W (plat-S 45°20'30" W), with said corner clip, 9.05 feet to the POINT OF BEGINNING and containing 0.0105 acres (458 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.



John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.

NIDM

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00  
Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph: (214) 739-4741

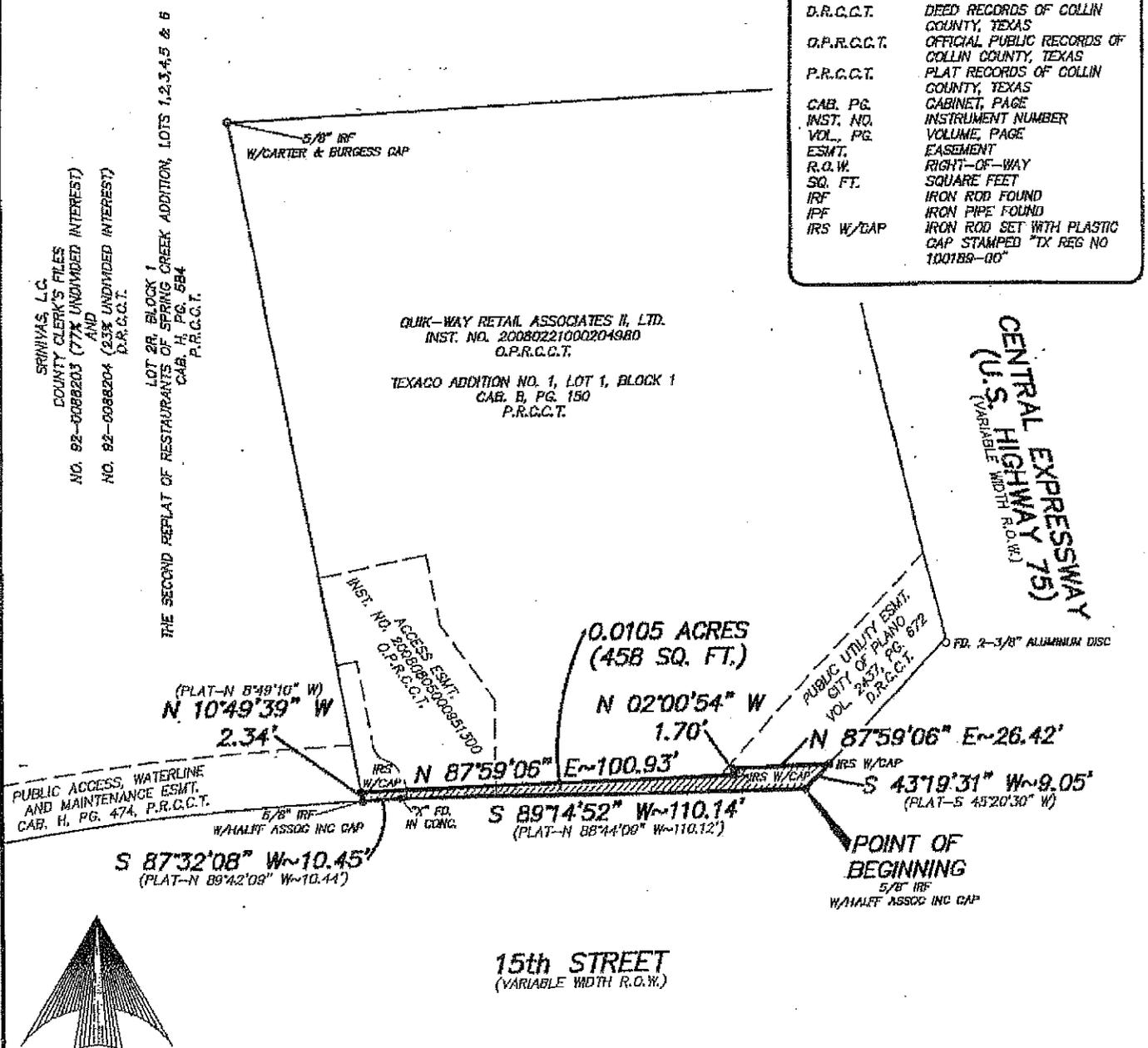
PAGE 2 OF 2

REV. SEPTEMBER 25, 2012  
SEPTEMBER 22, 2012  
07-10-097  
7097-ES18-SE.dwg

**STREET, UTILITY & SIDEWALK EASEMENT**  
**A PORTION OF**  
**TEXACO ADDITION NO. 1, LOT 1, BLOCK 1**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**ABBREVIATION LEGEND**

D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"



SRINIVAS, L.C.  
 COUNTY CLERK'S FILES  
 NO. 92-0088203 (77% UNDIVIDED INTEREST)  
 AND  
 NO. 92-0088204 (23% UNDIVIDED INTEREST)  
 D.R.C.C.T.

LOT 2R, BLOCK 1  
 THE SECOND REPLAT OF RESTAURANTS OF SPRING CREEK ADDITION, LOTS 1,2,3,4,5 & 6  
 CAB. H, PG. 594  
 P.R.C.C.T.

PUBLIC ACCESS, WATERLINE  
 AND MAINTENANCE ESMT.  
 CAB. H, PG. 474, P.R.C.C.T.



**Wendy's International, Inc.  
"Wendy's Restaurant"  
603 E. 15<sup>th</sup> Street**

**for**

**Water Easement – 25 square ft.  
Utility Easement – 486 square ft.  
Temporary Construction Easement #1 – 1167 square ft.  
Temporary Construction Easement #2 – 7190 square ft.**

**EXHIBIT "A"**  
**WATER EASEMENT**  
**A PORTION OF**  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**EASEMENT DESCRIPTION**

BEING a 0.0006 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas, and being a portion of that certain tract of land conveyed to Wendy's International, Inc. according to the Special Warranty Deed as recorded in Instrument Number 20110111000043610 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), said tract being part of Lots 1, 2 and 5, Block A of Hood and Miller Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 364, Page 13 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 3-1/4" aluminum disc found for the southeast corner of said Wendy's International, Inc. tract, said southeast corner being in the north right-of-way line of 15th Street (variable width right-of-way) and also being the southwest corner of the remainder of those certain tracts of land conveyed to Franchise Realty Interstate Corporation according to the Warranty Deed as recorded in Volume 892, Page 656, D.R.C.C.T. and the Cash Warranty Deed as recorded in Volume 1028, Page 7, D.R.C.C.T., said remainder being part of Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet L, Page 400 of the Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE S 89°30'42" W (deed-WEST), with the south line of said Wendy's International, Inc. tract and said north right-of-way line of 15th Street, 54.30 feet to the POINT OF BEGINNING;

THENCE S 89°30'42" W (deed-WEST), continuing with the south line of said Wendy's International, Inc. tract and said north right-of-way line of 15th Street, 5.00 feet, from whence a 1/2" iron rod with plastic cap stamped "Dewey RPLS 1641" found for the southwest corner of said Wendy's International, Inc. tract bears S 89°30'42" W (deed-WEST), 40.72 feet, said southwest corner also being the southeast corner of that certain tract of land conveyed to JPMorgan Chase Bank, National Association according to the Confirmatory Receiver's Deed (Deed without Covenant, Representation or Warranty) as recorded in Instrument No. 20090811001008380, O.P.R.C.C.T., said tract being Lot 1, Block 1 of Plano Savings and Loan Association Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet D, Page 165, P.R.C.C.T.

INDM

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00  
Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph. (214) 739-4741

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OCTOBER 3, 2012  
07-10-097  
7097-ES15-WE.dwg

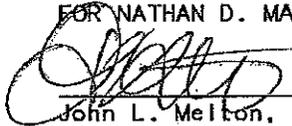
**EXHIBIT "A"**  
**WATER EASEMENT**  
A PORTION OF  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

THENCE N 00°29'18" W, departing the south line of said Wendy's International, Inc. tract and said north right-of-way line of 15th Street, 5.00 feet;

THENCE N 89°30'42" E, 5.00 feet;

THENCE S 00°29'18" E, 5.00 feet to the POINT OF BEGINNING and containing 0.0006 acres (25 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.



John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

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INDM

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00  
Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph. (214) 739-4741

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OCTOBER 3, 2012  
07-10-097  
7097-ES15-WE.dwg

**EXHIBIT "B"**  
**WATER EASEMENT**  
 A PORTION OF  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**ABBREVIATION LEGEND**

D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

GENE SPARKS  
 VOL. 1656, PG. 241  
 D.R.C.C.T.

LOTS 8 & 9 AND PART OF LOTS 18 & 19, BLOCK A,  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

PLANO F AVENUE, LP  
 VOL. 6055, PG. 585  
 D.R.C.C.T.  
 REMAINDER OF  
 CALLED. 0.752 ACRES

PART OF LOTS 7 & 10,  
 BLOCK A  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

15' ESMT. RESERVED TO BOARD OF REGENTS OF THE UNIVERSITY  
 OF TEXAS SYSTEM FOR EXISTING SUB-SURFACE SANITARY SEWER  
 VOL. 1656, PG. 241, D.R.C.C.T.

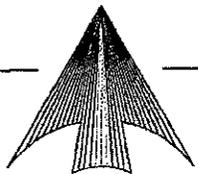
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION  
 INST. NO. 20090811001008380  
 O.P.R.C.C.T.

LOT 1, BLOCK 1  
 PLANO SAVINGS & LOAN ASSOCIATION ADDITION  
 CAB. D, PG. 165  
 P.R.C.C.T.

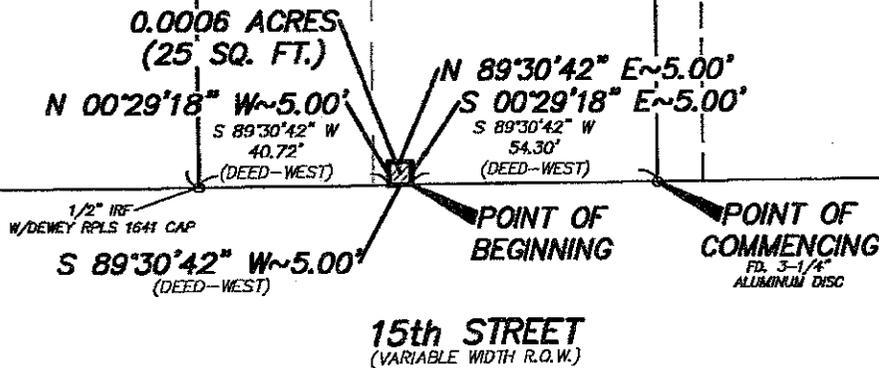
WENDY'S INTERNATIONAL, INC.  
 INST. NO. 20110111000043610  
 O.P.R.C.C.T.  
 PART OF LOTS 1, 2 & 5, BLOCK A  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13  
 D.R.C.C.T.

FRANCHISE REALTY  
 INTERSTATE CORPORATION  
 VOL. 892, PG. 656  
 AND  
 VOL. 1028, PG. 7  
 D.R.C.C.T.

PART OF LOT 2, BLOCK 1  
 McDONALDS/QUAKER STATE ADDITION,  
 BLOCK 1, LOTS 1 AND 2  
 CAB. L, PG. 400  
 P.R.C.C.T.



**NORTH**  
 SCALE: 1"=40'



NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
 TBPE FIRM REG. NO. F-356  
 TBPLS FIRM REG. NO. 100189-00  
 Two Park Lane Place / 8080 Park Lane / Suite 600  
 Dallas, Texas 75231 / Ph. (214) 739-4741



**EXHIBIT "A"**  
**UTILITY EASEMENT**  
**A PORTION OF**  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

EASEMENT DESCRIPTION

BEING a 0.0112 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas, and being a portion of that certain tract of land conveyed to Wendy's International, Inc. according to the Special Warranty Deed as recorded in Instrument Number 20110111000043610 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), said tract being part of Lots 1, 2 and 5, Block A of Hood and Miller Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 364, Page 13 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod with plastic cap stamped "Dewey RPLS 1641" found for the southwest corner of said Wendy's International, Inc. tract, said southwest corner being in the north right-of-way line of 15th Street (variable width right-of-way) and also being the southeast corner of that certain tract of land conveyed to JPMorgan Chase Bank, National Association according to the Confirmatory Receiver's Deed (Deed without Covenant, Representation or Warranty) as recorded in Instrument No. 20090811001008380, O.P.R.C.C.T., said tract being Lot 1, Block 1 of Plano Savings and Loan Association Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet D, Page 165 of the Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE N 00°30'01" W (deed-NORTH), departing said north right-of-way line of 15th Street and with the common west line of said Wendy's International, Inc. tract and east line of said Lot 1, Block 1 of Plano Savings and Loan Association Addition, 212.91 feet to the POINT OF BEGINNING;

THENCE N 00°30'01" W (deed-NORTH), continuing with the common west line of said Wendy's International, Inc. tract and the east line of said Lot 1, Block 1 of Plano Savings and Loan Association Addition, 5.09 feet to the northwest corner of said Wendy's International, Inc. tract, said northwest corner also being the most westerly southwest corner of that certain tract of land described as Tract II in the Deed of Gift to the Board of Regents of the University of Texas System as recorded in Volume 1674, Page 35, D.R.C.C.T., said Tract II being part of Lot 5, Block A of the aforementioned Hood and Miller Addition;

THENCE N 89°30'42" E (deed-EAST), departing the east line of said Lot 1, Block 1 of Plano Savings and Loan Association Addition and with the north line of said Wendy's International, Inc. tract and a south line of said Tract II, 100.07 feet (deed-100.00 feet) to the northeast corner of said Wendy's International, Inc. tract and an ell corner of said Tract II;

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07-10-097  
7097-ES15-UE.dwg

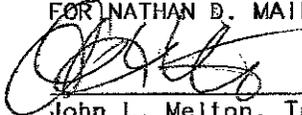
**EXHIBIT "A"**  
**UTILITY EASEMENT**  
A PORTION OF  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

THENCE S 00°29'18" E (deed-SOUTH), with the east line of said Wendy's International, Inc. tract and a west line of said Tract II, 8.97 feet to the most easterly southwest corner of said Tract II, said corner also being the northwest corner of the remainder of those certain tracts of land conveyed to Franchise Realty Interstate Corporation according to the Warranty Deed as recorded in Volume 892, Page 656, D.R.C.C.T. and the Cash Warranty Deed as recorded in Volume 1028, Page 7, D.R.C.C.T., said remainder being part of Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet L, Page 400, P.R.C.C.T., from whence a 3-1/4" aluminum disc found in the aforementioned north right-of-way line of 15th Street for the common southeast corner of said Wendy's International, Inc. tract and the southwest corner of said Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 bears S 00°29'18" E (plat-SOUTH), 209.03 feet;

THENCE N 45°52'34" W, departing the east line of said Wendy's International, Inc. tract, 6.45 feet;

THENCE S 89°07'26" W, 95.48 feet to the POINT OF BEGINNING and containing 0.0112 acres (486 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.



John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.

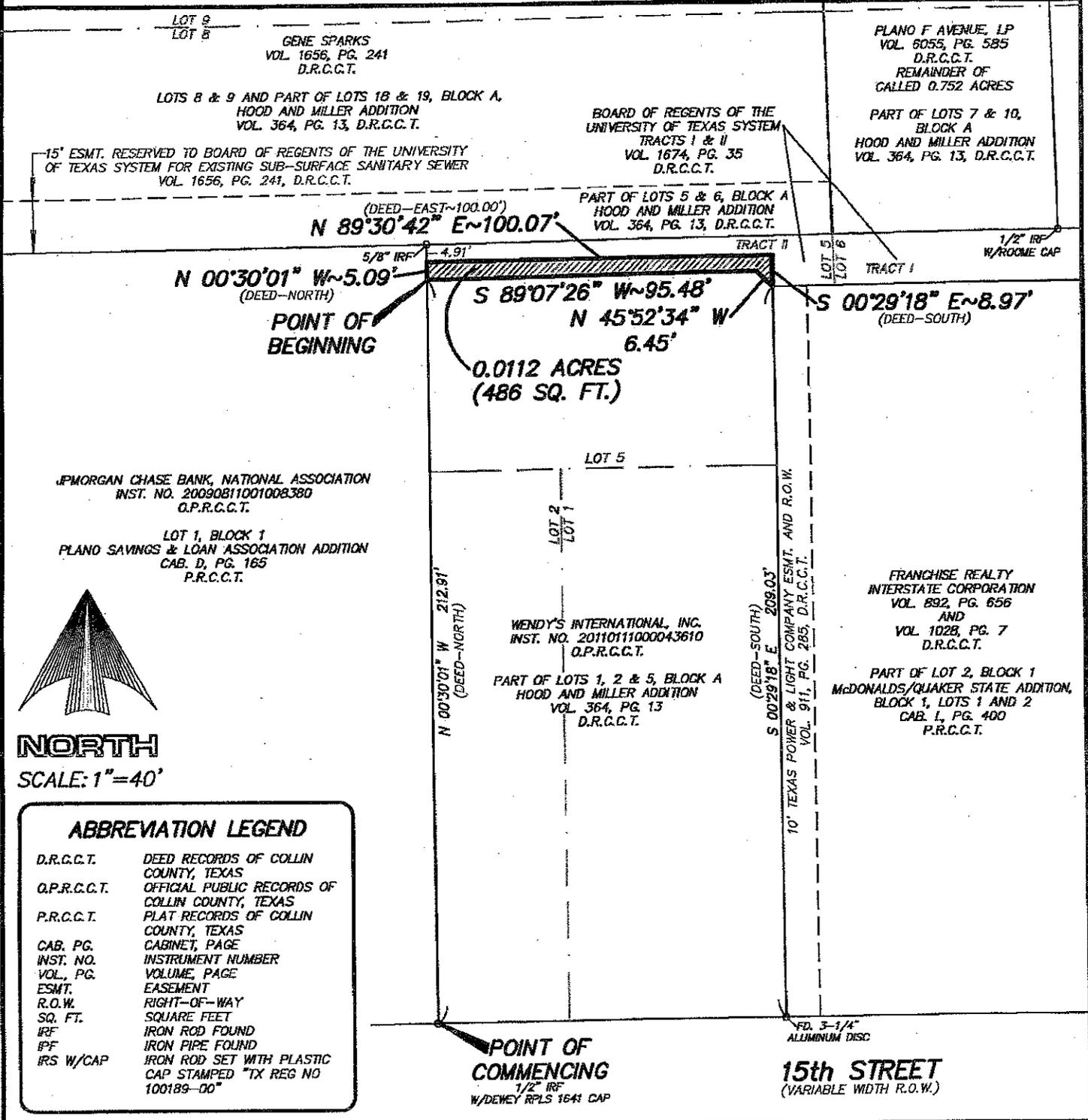
INDM

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
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Dallas, Texas 75231 / Ph. (214) 739-4741

PAGE 2 OF 2

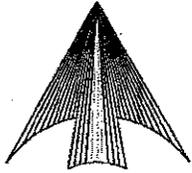
OCTOBER 2, 2012  
07-10-097  
7097-ES15-UE.dwg

**EXHIBIT "B"**  
**UTILITY EASEMENT**  
 A PORTION OF  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**



JPMORGAN CHASE BANK, NATIONAL ASSOCIATION  
 INST. NO. 20090811001008380  
 O.P.R.C.C.T.

LOT 1, BLOCK 1  
 PLANO SAVINGS & LOAN ASSOCIATION ADDITION  
 CAB. D, PG. 165  
 P.R.C.C.T.



**NORTH**  
 SCALE: 1"=40'

**ABBREVIATION LEGEND**

D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

**NATHAN D. MAIER CONSULTING ENGINEERS, INC.**  
 TBPE FIRM REG. NO. F-356  
 TBPLS FIRM REG. NO. 100189-00  
 Two Park Lane Place / 8080 Park Lane / Suite 600  
 Dallas, Texas 75231 / Ph. (214) 739-4741



**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**A PORTION OF**  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**EASEMENT DESCRIPTION**

BEING a 0.0268 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas, and being a portion of that certain tract of land conveyed to Wendy's International, Inc. according to the Special Warranty Deed as recorded in Instrument Number 20110111000043610 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), said tract being part of Lots 1, 2 and 5, Block A of Hood and Miller Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 364, Page 13 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 3-1/4" aluminum disc found for the southeast corner of said Wendy's International, Inc. tract, said southeast corner being in the north right-of-way line of 15th Street (variable width right-of-way) and also being the southwest corner of the remainder of those certain tracts of land conveyed to Franchise Realty Interstate Corporation according to the Warranty Deed as recorded in Volume 892, Page 656, D.R.C.C.T. and the Cash Warranty Deed as recorded in Volume 1028, Page 7, D.R.C.C.T., said remainder being part of Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet L, Page 400 of the Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE S 89°30'42" W (deed-WEST), with the south line of said Wendy's International, Inc. tract and said north right-of-way line of 15th Street, 100.02 feet (deed-100.00 feet) to a 1/2" iron rod with plastic cap stamped "Dewey RPLS 1641" found for the southwest corner of said Wendy's International, Inc. tract, said southwest corner also being the southeast corner of that certain tract of land conveyed to JPMorgan Chase Bank, National Association according to the Confirmatory Receiver's Deed (Deed without Covenant, Representation or Warranty) as recorded in Instrument No. 20090811001008380, O.P.R.C.C.T., said tract being Lot 1, Block 1 of Plano Savings and Loan Association Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet D, Page 165, P.R.C.C.T.

THENCE N 00°30'01" W (deed-NORTH), departing said north right-of-way line of 15th Street and with the common west line of said Wendy's International, Inc. tract and the east line of said Lot 1, Block 1 of Plano Savings and Loan Association Addition, 19.00 feet;

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
A PORTION OF  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

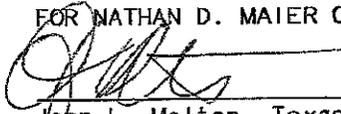
THENCE N 89°30'42" E, departing the common west line of said Wendy's International, Inc. tract and the east line of said Lot 1, Block 1 of Plano Savings and Loan Association Addition, 31.77 feet;

THENCE S 00°29'18" E, 10.75 feet;

THENCE N 89°30'42" E, 68.25 feet to the common east line of said Wendy's International, Inc. tract and the west line of the aforementioned Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2;

THENCE S 00°29'18" E (deed-SOUTH), with the common east line of said Wendy's International, Inc. tract and the west line of said Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, 8.25 feet to the POINT OF BEGINNING and containing 0.0268 acres (1,167 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.



John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.

NDM

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00  
Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph. (214) 739-4741

PAGE 2 OF 2

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7097-ES15-TCE.dwg

**EXHIBIT "B"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 A PORTION OF  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**ABBREVIATION LEGEND**

D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

GENE SPARKS  
 VOL. 1656, PG. 241  
 D.R.C.C.T.

LOTS 8 & 9 AND PART OF LOTS 18 & 19, BLOCK A,  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

PLANO F AVENUE, LP  
 VOL. 6055, PG. 585  
 D.R.C.C.T.  
 REMAINDER OF  
 CALLED 0.752 ACRES

PART OF LOTS 7 & 10,  
 BLOCK A  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13, D.R.C.C.T.

15' ESMT. RESERVED TO BOARD OF REGENTS OF THE UNIVERSITY  
 OF TEXAS SYSTEM FOR EXISTING SUB-SURFACE SANITARY SEWER  
 VOL. 1656, PG. 241, D.R.C.C.T.

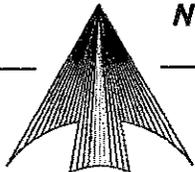
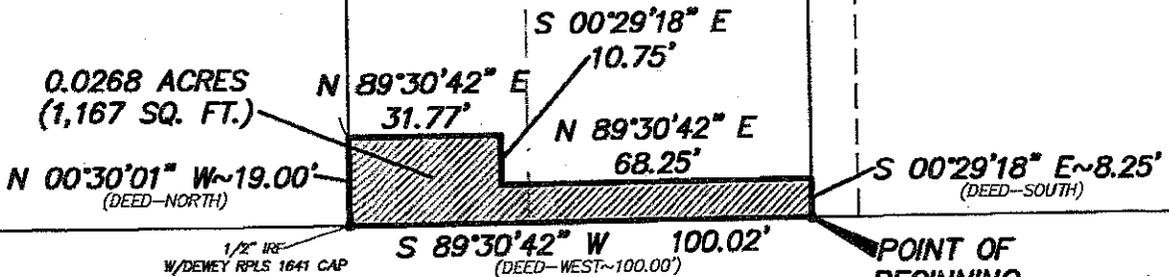
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION  
 INST. NO. 2009081001008380  
 O.P.R.C.C.T.

LOT 1, BLOCK 1  
 PLANO SAVINGS & LOAN ASSOCIATION ADDITION  
 CAB. D, PG. 165  
 P.R.C.C.T.

WENDY'S INTERNATIONAL, INC.  
 INST. NO. 20110111000043610  
 O.P.R.C.C.T.  
 PART OF LOTS 1, 2 & 5, BLOCK A  
 HOOD AND MILLER ADDITION  
 VOL. 364, PG. 13  
 D.R.C.C.T.

FRANCHISE REALTY  
 INTERSTATE CORPORATION  
 VOL. 892, PG. 656  
 AND  
 VOL. 1028, PG. 7  
 D.R.C.C.T.

PART OF LOT 2, BLOCK 1  
 McDONALDS/QUAKER STATE ADDITION,  
 BLOCK 1, LOTS 1 AND 2  
 CAB. L, PG. 400  
 P.R.C.C.T.



**NORTH**  
 SCALE: 1"=40'

**15th STREET**  
 (VARIABLE WIDTH R.O.W.)

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
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OCTOBER 3, 2012  
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**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT NO. 2**  
**A PORTION OF**  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**EASEMENT DESCRIPTION**

BEING a 0.1651 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas, and being a portion of that certain tract of land conveyed to Wendy's International, Inc. according to the Special Warranty Deed as recorded in Instrument Number 20110111000043610 of the Official Public Records of Collin County, Texas, said tract being part of Lots 1, 2 and 5, Block A of Hood and Miller Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 364, Page 13 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 3-1/4" aluminum disc found for the southeast corner of said Wendy's International, Inc. tract, said southeast corner being in the north right-of-way line of 15th Street (variable width right-of-way) and also being the southwest corner of the remainder of those certain tracts of land conveyed to Franchise Realty Interstate Corporation according to the Warranty Deed as recorded in Volume 892, Page 656, D.R.C.C.T. and the Cash Warranty Deed as recorded in Volume 1028, Page 7, D.R.C.C.T., said remainder tract part of Lot 2, Block 1 of McDonalds/Quaker State Addition, being part of Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet L, Page 400 of the Plat Records of Collin County, Texas, from whence a 1/2" iron rod with plastic cap stamped "Dewey RPLS 1641" found for the southwest corner of said Wendy's International, Inc. tract bears S 89°30'42" W, 100.02 feet (deed-WEST, 100.00 feet);

THENCE N 00°29'18" W (deed-SOUTH), departing said north right-of-way line of 15th Street and with the east line of said Wendy's International, Inc. tract and the west line of said Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, 93.59 feet to the POINT OF BEGINNING;

THENCE S 89°07'26" W, departing the east line of said Wendy's International, Inc. tract and the west line of said Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, 60.00 feet;

THENCE N 00°29'18" W, 120.00 feet;

THENCE N 89°07'26" E, 55.41 feet;

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
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07-10-097  
7097-ES15-TCE2.dwg



**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT NO. 2**  
A PORTION OF  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

THENCE S 45°52'34" E, 6.45 feet to a point in the east line of said Wendy's International, Inc. tract, said point being the northwest corner of said Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2 and the most easterly southwest corner of that certain tract of land described as Tract II in the Deed of Gift to the Board of Regents of the University of Texas System as recorded in Volume 1674, Page 35, D.R.C.C.T., said Tract II being part of Lot 5, Block A of the aforementioned Hood and Miller Addition;

THENCE S 00°29'18" E (deed--SOUTH), with the east line of said Wendy's International, Inc. tract and the west line of said Lot 2, Block 1 of McDonalds/Quaker State Addition, Block 1, Lots 1 and 2, 115.44 feet to the POINT OF BEGINNING and containing 0.1651 acres (7,190 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.

  
John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.

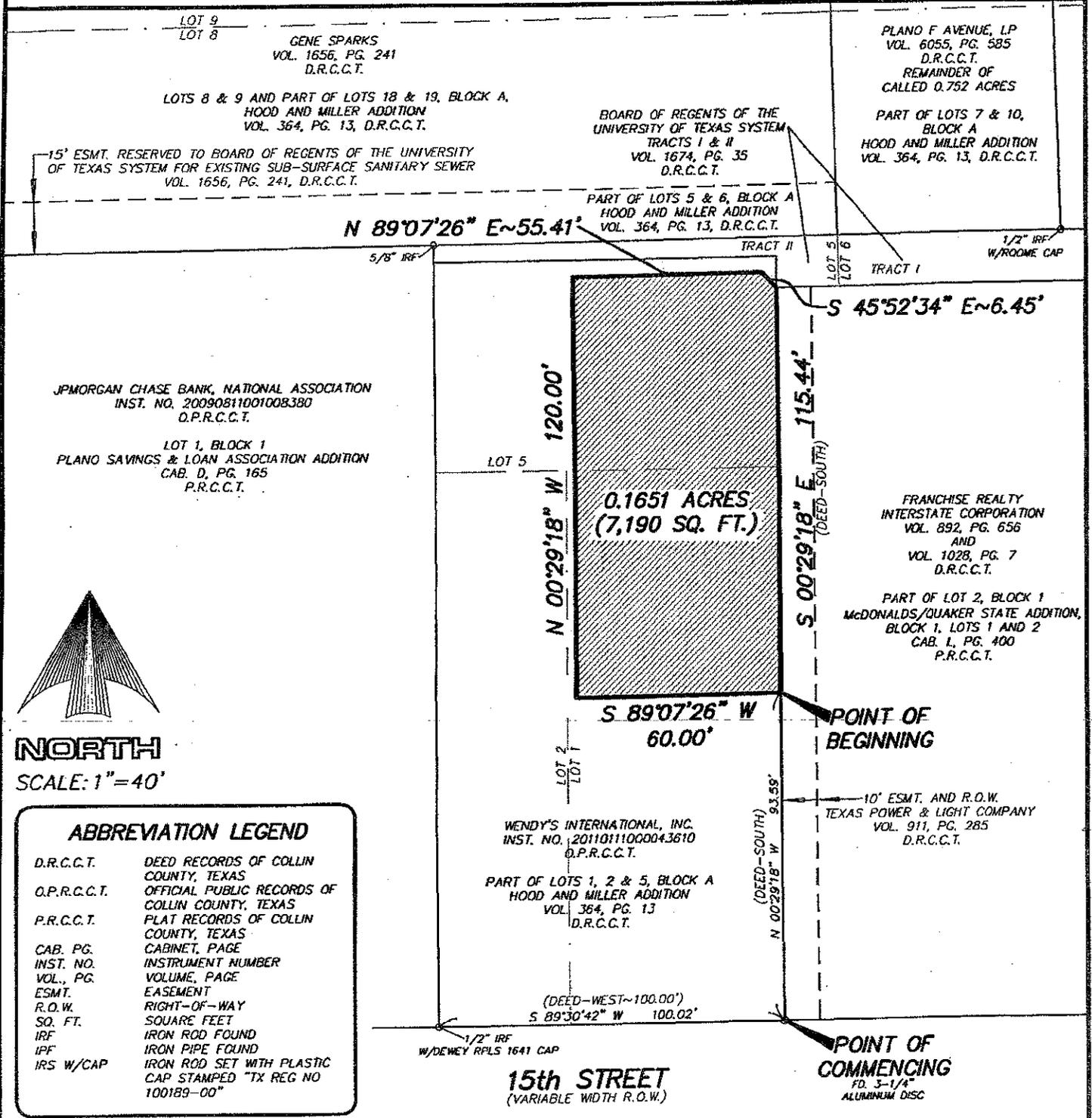
NDM

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**EXHIBIT "B"**  
**TEMPORARY CONSTRUCTION EASEMENT NO. 2**  
 A PORTION OF  
**WENDY'S INTERNATIONAL, INC. TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**



**ABBREVIATION LEGEND**

D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

**NATHAN D. MAIER CONSULTING ENGINEERS, INC.**  
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 07-10-097  
 7097-ES15-TCE2.dwg



**Miracle Investment Group, Inc.**  
**“Global Realty”**  
**704 E. 15<sup>th</sup> Street**

**for**

**Utility Easement – 900 square ft.**  
**Temporary Construction Easement – 669 square ft.**

**EXHIBIT "A"**  
**UTILITY EASEMENT**  
A PORTION OF  
**MIRACLE INVESTMENT GROUP, INC. d/b/a GLOBAL REALTY TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

EASEMENT DESCRIPTION

BEING a 0.0207 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas, and being a portion of that certain 0.329 acre tract of land conveyed to Miracle Investment Group, Inc. d/b/a Global Realty according to the Warranty Deed with Vendor's Lien as recorded in Volume 5636, Page 4172 of the Deed Records of Collin County, Texas (D.R.C.C.T.), said tract being part of Lot 3 of Kendricks Addition, an addition to the Town of Plano, Texas, according to the plat thereof recorded in Volume 23, Page 494, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found for the common southeast corner of the aforementioned Miracle Investment Group, Inc. d/b/a Global Realty tract; the southwest corner portion of that certain 0.336 acre tract of land conveyed to Jennwill, Ltd. according to the Special Warranty Deed with Vendor's Lien as recorded in Volume 5619, Page 794, D.R.C.C.T., said Jennwill, Ltd. tract being part of Lot 2 of the aforementioned Kendricks Addition; the northwest corner of Block B of Final Plat 15th Street Village No. 1, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet Q, Page 134 of the Plat Records of Collin County, Texas; and the northeast corner of that certain 0.338 acre tract of land conveyed to Hoa Cam Le according to the Warranty Deed as recorded in Volume 4297, Page 578, D.R.C.C.T., said Hoa Cam Le tract being part of Lot 4 of said Kendricks Addition;

THENCE S 89°50'21" W (deed-S 89°56'06" W), with the common south line of said Miracle Investment Group, Inc. d/b/a Global Realty tract and north line of said Hoa Cam Le tract, 90.02 feet (deed-89.55 feet) to the common southwest corner of said Miracle Investment Group, Inc. d/b/a Global Realty tract and the southeast corner of that certain tract of land conveyed to James A. Loven (undivided 1/2 interest) according to the Warranty Deed as recorded in Volume 2072, Page 497, D.R.C.C.T., to William David Gaddy (undivided 1/4 interest) according to the Warranty Deed as recorded in Volume 2072, Page 501, D.R.C.C.T. and to Edward Eugene Gaddy (undivided 1/4 interest) according to the Warranty Deed as recorded in Volume 2072, Page 505, D.R.C.C.T., said Loven, et al tract being part of Lot 3 of said Kendricks Addition;

THENCE N 00°26'17" W (deed-N 00°21'53" E), departing the north line of said Hoa Cam Le tract and with the common west line of said Miracle Investment Group, Inc. d/b/a Global Realty tract and east line of said Loven, et al tract, 10.00 feet;

INDM

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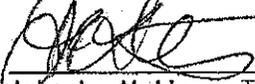
SEPTEMBER 26, 2012  
07-10-097  
7097-ES08-UE.dwg

**EXHIBIT "A"**  
**UTILITY EASEMENT**  
A PORTION OF  
**MIRACLE INVESTMENT GROUP, INC. d/b/a GLOBAL REALTY TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

THENCE N 89°50'21" E, departing the common west line of said Miracle Investment Group, Inc. d/b/a Global Realty tract and east line of said Loven, et al tract, 90.04 feet to the common east line of said Miracle Investment Group, Inc. d/b/a Global Realty tract and west line of the aforementioned Jennwill, Ltd. tract, from whence an "X" found in a concrete sidewalk in the south right-of-way line of 15th Street (variable width right-of-way) for the common northeast corner of said Miracle Investment Group, Inc. d/b/a Global Realty tract and northwest corner of said Jennwill, Ltd. tract bears N 00°19'19" W (deed-S 00°24'03" W), 153.10 feet;

THENCE S 00°19'19" E (deed-S 00°24'03" W), with the common east line of said Miracle Investment Group, Inc. d/b/a Global Realty tract and west line of said Jennwill, Ltd. tract, 10.00 feet to the POINT OF BEGINNING and containing 0.0207 acres (900 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.

  
John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.

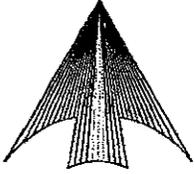
NDM

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**EXHIBIT "B"**  
**UTILITY EASEMENT**  
 A PORTION OF  
**MIRACLE INVESTMENT GROUP, INC. d/b/a GLOBAL REALTY TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**



**NORTH**  
 SCALE: 1"=40'

**15th STREET**  
 (VARIABLE WIDTH R.O.W.)

**AVENUE "F"**  
 (VARIABLE WIDTH R.O.W.)

JAMES A. LOVEN  
 (UNDIVIDED 1/2 INTEREST)  
 VOL. 2072, PG. 497  
 D.R.C.C.T.  
 AND  
 WILLIAM DAVID GADDY  
 (UNDIVIDED 1/4 INTEREST)  
 VOL. 2072, PG. 501  
 D.R.C.C.T.  
 AND  
 EDWARD EUGENE GADDY  
 (UNDIVIDED 1/4 INTEREST)  
 VOL. 2072, PG. 505  
 D.R.C.C.T.  
 PART OF LOT 3  
 KENDRICKS ADDITION  
 VOL. 23, PG. 494  
 D.R.C.C.T.

MIRACLE INVESTMENT GROUP, INC.  
 d/b/a GLOBAL REALTY  
 VOL. 5636, PG. 4172  
 D.R.C.C.T.  
 CALLED 0.329 ACRES  
 PART OF LOT 3  
 KENDRICKS ADDITION  
 VOL. 23, PG. 494  
 D.R.C.C.T.

JENNWILL, LTD.  
 VOL. 5619, PG. 794  
 D.R.C.C.T.  
 CALLED 0.336 ACRES  
 PART OF LOT 2  
 KENDRICKS ADDITION  
 VOL. 23, PG. 494  
 D.R.C.C.T.

0.0207 ACRES  
 (900 SQ. FT.)

N 00°26'17" W  
 10.00'  
 (DEED-N 00°21'53" E)

N 89°50'21" E  
 90.04'

S 00°19'19" E  
 10.00'  
 (DEED-S 00°24'03" W)

S 89°50'21" W ~ 90.02'  
 (DEED-S 89°56'06" W ~ 89.55')

**POINT OF BEGINNING**  
 5/8" IRF

**ABBREVIATION LEGEND**

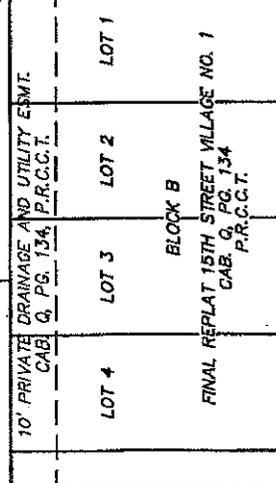
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

HOA CAM LE  
 VOL. 4297, PG. 578  
 D.R.C.C.T.  
 CALLED 0.338 ACRES

PART OF LOT 4  
 KENDRICKS ADDITION  
 VOL. 23, PG. 494  
 D.R.C.C.T.

MILLION INVESTMENT, INC.  
 VOL. 5863, PG. 880  
 D.R.C.C.T.  
 CALLED 0.6669 ACRES

PART OF LOT 4  
 KENDRICKS ADDITION  
 VOL. 23, PG. 494  
 D.R.C.C.T.



NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
 TBPE FIRM REG. NO. F-356  
 TBPLS FIRM REG. NO. 100189-00  
 Two Park Lane Place / 8080 Park Lane / Suite 600  
 Dallas, Texas 75231 / Ph. (214) 739-4741



**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
A PORTION OF  
**MIRACLE INVESTMENT GROUP, INC. d/b/a GLOBAL REALTY TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

EASEMENT DESCRIPTION

BEING a 0.0154 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas, and being a portion of that certain 0.329 acre tract of land conveyed to Miracle Investment Group, Inc. d/b/a Global Realty according to the Warranty Deed with Vendor's Lien as recorded in Volume 5636, Page 4172 of the Deed Records of Collin County, Texas (D.R.C.C.T.), said tract being part of Lot 3 of Kendricks Addition, an addition to the Town of Plano, Texas, according to the plat thereof recorded in Volume 23, Page 494, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" found in a concrete sidewalk for the northeast corner of the aforementioned Miracle Investment Group, Inc. d/b/a Global Realty tract, said corner being in the south right-of-way line of 15th Street (variable width right-of-way) and also being the northwest corner of that certain 0.336 acre tract of land conveyed to Jennwill, Ltd. according to the Special Warranty Deed with Vendor's Lien as recorded in Volume 5619, Page 794, D.R.C.C.T., said Jennwill, Ltd. tract being part of Lot 2 of the aforementioned Kendricks Addition;

THENCE S 00°19'19" E (deed-S 00°24'03" W), departing said south right-of-way line of 15th Street and with the common east line of said Miracle Investment Group, Inc. d/b/a Global Realty tract and west line of said Jennwill, Ltd. tract, 10.60 feet, from whence a 5/8" iron rod found for the common southeast corner of said Miracle Investment Group, Inc. d/b/a Global Realty tract and southwest corner of said Jennwill, Ltd. tract bears S 00°19'19" E (deed-S 00°24'03" W), 152.50 feet;

THENCE S 89°24'47" W, departing the common east line of said Miracle Investment Group, Inc. d/b/a Global Realty tract and west line of said Jennwill, Ltd. tract, 38.75 feet;

THENCE N 00°35'13" W, 5.60 feet;

THENCE S 89°24'47" W, 51.56 feet to the common west line of said Miracle Investment Group, Inc. d/b/a Global Realty tract and east line of that certain tract of land conveyed to James A. Loven (undivided 1/2 interest) according to the Warranty Deed as recorded in Volume 2072, Page 497, D.R.C.C.T., to William David Gaddy (undivided 1/4 interest) according to the Warranty Deed as recorded in Volume 2072, Page 501, D.R.C.C.T. and to Edward Eugene Gaddy (undivided 1/4 interest) according to the Warranty Deed as recorded in Volume 2072, Page 505, D.R.C.C.T., said Loven et al. tract being part of Lot 3 of said Kendricks Addition;

INDM

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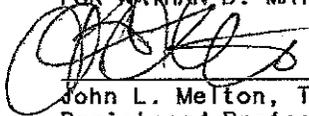
REV. OCTOBER 2, 2012  
SEPTEMBER 26, 2012  
07-10-097  
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**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
A PORTION OF  
**MIRACLE INVESTMENT GROUP, INC. d/b/a GLOBAL REALTY TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

THENCE N 00°26'17" W (deed-N 00°21'53" E), with the common west line of said Miracle Investment Group, Inc. d/b/a Global Realty tract and east line of said Loven et al. tract, 5.00 feet to the common northwest corner of said Miracle Investment Group, Inc. d/b/a Global Realty tract and northeast corner of said Loven et al. tract, said common corner being in the aforementioned south right-of-way line of 15th Street;

THENCE N 89°24'47" E (deed-N 89°56'06" E), with the north line of said Miracle Investment Group, Inc. d/b/a Global Realty tract and said south right-of-way line of 15th Street, 90.35 feet (deed-89.65 feet) the POINT OF BEGINNING and containing 0.0154 acres (669 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.



John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Texas state plane coordinate system, NAD 83, North Central Zone 4202, referenced to City of Plano geodetic control monuments J2, K2, N2 az mk and N5.

This survey was performed without the benefit of a title commitment and may be subject to liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations or other conditions of record which the undersigned has not been advised of or is aware of. No additional research for easements was performed by Nathan D. Maier Consulting Engineers, Inc. in the preparation of this survey.

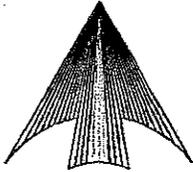


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**EXHIBIT "B"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 A PORTION OF  
**MIRACLE INVESTMENT GROUP, INC. d/b/a GLOBAL REALTY TRACT**  
**JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**



**NORTH**  
 SCALE: 1"=40'

**AVENUE "F"**  
 (VARIABLE WIDTH R.O.W.)

**15th STREET**  
 (VARIABLE WIDTH R.O.W.)

0.0154 ACRES  
 (669 SQ. FT.)

**POINT OF BEGINNING**  
 \* FD. IN CONC. SW

(DEED-N 89°56'06" E~89.65°)  
**N 89°24'47" E~90.35°**

**N 00°26'17" W~5.00'**  
 (DEED-N 00°21'53" E)

**S 89°24'47" W~51.56'**

**N 00°35'13" W~5.60'**

**S 89°24'47" W~38.75'**

**S 00°19'19" E**  
**10.60'**  
 (DEED-S 00°24'03" W)

JAMES A. LOVEN  
 (UNDIVIDED 1/2 INTEREST)  
 VOL. 2072, PG. 497  
 D.R.C.C.T.  
 AND  
 WILLIAM DAVID GADDY  
 (UNDIVIDED 1/4 INTEREST)  
 VOL. 2072, PG. 501  
 D.R.C.C.T.  
 AND  
 EDWARD EUGENE GADDY  
 (UNDIVIDED 1/4 INTEREST)  
 VOL. 2072, PG. 505  
 D.R.C.C.T.  
 PART OF LOT 3  
 KENDRICKS ADDITION  
 VOL. 23, PG. 494  
 D.R.C.C.T.

MIRACLE INVESTMENT GROUP, INC.  
 d/b/a GLOBAL REALTY  
 VOL. 5636, PG. 4172  
 D.R.C.C.T.  
 CALLED 0.329 ACRES  
 PART OF LOT 3  
 KENDRICKS ADDITION  
 VOL. 23, PG. 494  
 D.R.C.C.T.

JENNWILL, LTD.  
 VOL. 5618, PG. 794  
 D.R.C.C.T.  
 CALLED 0.336 ACRES  
 PART OF LOT 2  
 KENDRICKS ADDITION  
 VOL. 23, PG. 494  
 D.R.C.C.T.

(DEED-S 00°24'03" W)  
 S 00°19'19" E 182.50'

5/8" IRF

5' UTILITY ESMT.

**ABBREVIATION LEGEND**

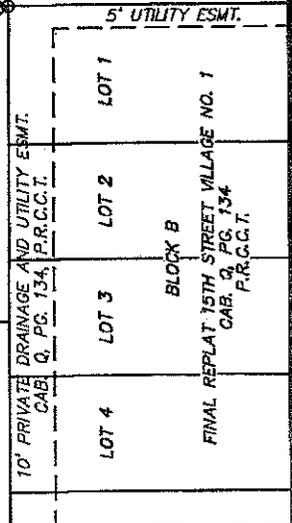
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
CAB. PG.	CABINET, PAGE
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

HOA CAM LE  
 VOL. 4297, PG. 578  
 D.R.C.C.T.  
 CALLED 0.338 ACRES

PART OF LOT 4  
 KENDRICKS ADDITION  
 VOL. 23, PG. 494  
 D.R.C.C.T.

MILLION INVESTMENT, INC.  
 VOL. 5863, PG. 880  
 D.R.C.C.T.  
 CALLED 0.6689 ACRES

PART OF LOT 4  
 KENDRICKS ADDITION  
 VOL. 23, PG. 494  
 D.R.C.C.T.



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