



CITY COUNCIL

1520 K Avenue, Plano, Texas 75074
Senator Florence Shapiro Council Chambers

DATE: July 22, 2019

TIME: 7:00 PM OR IMMEDIATELY FOLLOWING THE JOINT SPECIAL CALLED MEETING

CALL TO ORDER

INVOCATION: Father Stephen Ingram - Prince of Peace Catholic Community

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE:

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.

The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.

PROCLAMATIONS AND SPECIAL RECOGNITIONS

Presentation: The City of Plano has received the John A. Sasso National Community Development Week Award. **Presented**

COMMENTS OF PUBLIC INTEREST

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.

CONSENT AGENDA

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.

Approval of Minutes

- (a) June 24, 2019
Approved

Approval of Expenditures

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

- (b) CSP No. 2019-0346-B for OSP Fiber Cabling Network, Phase II, Project No. 7130, for the Technology Services Department to Gardner Telecommunications, LLC in the amount of \$2,185,902; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2019-0476-B for a 1.5-ton 4x4 Crew Cab with Utility Body, Center Box, and Liftgate for Fleet Services to be utilized by Fire-Rescue to Four Stars Ford in the amount of \$72,509; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2019-0443-B for Utility Vans for Fleet Services to be utilized by various departments to Reliable Chevrolet for three (3) utility vans in the amount of \$100,414 and to Caldwell Country Chevrolet for two (2) utility vans in the amount of \$48,450, for a total amount of \$148,864; and authorizing the City Manager to execute all necessary documents. **Approved**
- (e) RFB No. 2019-0462-B for Utility Body Pickup Trucks for Fleet Services to be utilized by various departments to Caldwell Country Chevrolet in the amount of \$398,837; and authorizing the City Manager to execute all necessary documents. **Approved**
- (f) RFB No. 2019-0340-C for a one (1) year contract with three (3) one-year City optional renewals for Small Water Meter Boxes for Inventory Control & Asset Disposal to Bass and Hays Foundry, Inc. in the estimated annual amount of \$65,928; and authorizing the City Manager to execute all necessary documents. **Approved**
- (g) RFP No. 2019-0286-C for a contract effective through January 21, 2020, with three (3) one-year City optional renewals for Athletics Sites Litter Removal for the Parks and Recreation Department to Lawn Star Landscape in the estimated annual amount of \$126,500; and authorizing the City Manager to execute all necessary documents. **Approved**
- (h) RFB No. 2019-0302-C for a one (1) year contract with three (3) one-year City optional renewals for Professional Food Service Personnel for Parks and Recreation to SMB Staffing LLC in the estimated annual amount of \$271,300; and authorizing the City Manager to execute all necessary documents. **Approved**
- (i) RFB No. 2019-0170-B for Wayside Horns at Plano Parkway, Project No. 6758, for the Engineering Department to Railway Signal Construction, Inc. in the amount of \$98,500; and authorizing the City Manager to execute all necessary documents. **Approved**
- (j) RFB No. 2019-0479-B for Downtown Parking Lots, Project No. 6993, for the Engineering Department to Denco CS Corporation in the amount of \$928,787; and authorizing the City Manager to execute all necessary documents. **Approved**

- (k) RFB No. 2019-0480-B for Screening Wall - Spring Creek & Mission Ridge, Project No. 6808, for the Engineering Department to Ratliff Hardscape, Ltd. in the amount of \$1,092,053; and authorizing the City Manager to execute all necessary documents.

Approved

- (l) RFB No. 2019-0465-B for Screening Wall Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive, Project No. 6892, for the Engineering Department to Ratliff Hardscape, Ltd. in the amount of \$3,399,205; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (m) To approve the purchase of Long Term Disability Insurance for an additional three (3) months through December 31, 2019 for Human Resources in the estimated amount of \$50,000 from Standard Insurance Company through an existing contract; and authorizing the City Manager to execute all necessary documents. (Public Employee Benefits Alliance (PEBA)) **Approved**
- (n) To approve the purchase of a Jet Vac Truck for Fleet Services to be utilized by Utility District No. 2 in the amount of \$450,781 from Hi-Vac Corporation through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 122017-HVC) **Approved**
- (o) To ratify the purchase of fitness equipment for Liberty Recreation Center in the amount of \$89,893, and approval for fitness equipment for Carpenter Park, Liberty, and Tom Muehlenbeck Recreation Centers in the amount of \$411,401 from Team Marathon Fitness, Inc. and in the amount of \$27,270 from Comm-Fit LP through an existing contract; and authorizing the City Manager to execute all necessary documents. (Buyboard Contract No. 583-19) **Approved**

Approval of Contract Modification

- (p) To approve an Amended Interlocal Cooperation Agreement between North Texas Municipal Water District and the City of Plano, Texas for Plano Legacy West Wastewater Improvements to include the addition of the full description for the "Existing Indian Creek Trunk Sewer" on Exhibit B; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Change Order

- (q) To approve an increase to the current awarded contract amount of \$2,756,181 by \$135,785, for a total contract amount of \$2,891,966, for the Arterial Pavement Repair Legacy Drive - Custer Road to K Avenue, Project No. 6873, from FNH Construction, LLC for Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0622-B; Change Order No. 4) **Approved**
- (r) To ratify an increase to the current awarded contract amount of \$835,000 by \$148,000, for a total contract amount of \$983,000, for Park Pond Restoration, Project No. 6862, from IWC Texas, LLC; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2018-0394-B; Change Order No. 1) **Approved**

Approval of Request

- (s) To approve a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed \$35,150 for the Ending Homelessness Fund under Texas Transportation Code §502.415; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract, giving required assurances, acting in connection with said contract, and providing required information; and providing an effective date. **Approved**

Approval of Expenditure

- (t) To approve an expenditure for a Fire-Rescue Brush Truck in the amount of \$188,391 from Daco Fire Equipment for Fleet Services to be utilized by Fire-Rescue; and authorizing the City Manager to execute all necessary documents. **Approved**
- (u) To approve an expenditure for professional Landscape Architect services for Bob Woodruff Southeast Trail Replacement, Project No. 7151, in the amount of \$85,000 from JBI Partners, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**
- (v) To approve an expenditure for professional engineering services for Indian Creek Tributary No. 13 Study and Shady Creek Circle Bank Stabilization, Project No. 7146, in the amount of \$129,070 from Walter P. Moore and Associates, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**
- (w) To approve an expenditure in the amount of \$29,877 to MuniServices, LLC; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (x) To approve a Development Agreement between the City of Plano, Texas and Epic Fresh Marketplace, LLC for the Green Vine Market Project; and authorizing the City Manager to execute all necessary documents. **Approved**
- (y) To approve an Interlocal Cooperation Agreement between the City of Plano and Plano ISD for the Head Start Program; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (z) **Resolution No. 2019-7-1(R):** To repeal Resolution No. 2010-2-8(R) regarding the creation, appointment, terms, rules and guidelines of the Plano Photographic Traffic Signal Advisory Committee; and providing an effective date. **Adopted**
- (aa) **Resolution No. 2019-7-2(R):** To approve a contract with the Texas Department of Housing and Community Affairs in an amount not to exceed \$133,789 for the Homeless Housing and Services Program under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; and providing an effective date. **Adopted**

- (ab) **Resolution No. 2019-7-3(R):** To approve a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed \$40,956 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; and providing an effective date. **Adopted**

Adoption of Ordinances

- (ac) **Ordinance No. 2019-7-4:** To repeal Ordinance No. 2007-8-25 codified as Chapter 12, Article X., Automated Traffic Signal Enforcement, Sections 12-260 through 12-269 of the Code of Ordinances of the City of Plano; and providing an effective date. **Adopted**

ITEMS FOR INDIVIDUAL CONSIDERATION:

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.

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.

- (1) Consideration to approve a Development Agreement between the City of Plano, Texas and Collin Creek Development, LLC for the Collin Creek Mall Redevelopment Project; and authorizing the City Manager to execute all necessary documents. **Approved**
- (2) **Resolution No. 2019-7-5(R):** To call for a public hearing on the creation of a public improvement district, the Collin Creek East Public Improvement District, being located within the corporate limits of the City of Plano; and providing an effective date. **Adopted**
- (3) **Resolution No. 2019-7-6(R):** to call for a public hearing on the creation of a public improvement district, the Collin Creek West Public Improvement District, being located within the corporate limits of the City of Plano; and providing an effective date. **Adopted**

- (4) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2019-005 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending Specific Use Permit No. 550 for Day Care Center and granting Specific Use Permit No. 551 for Private School on 7.5 acres located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center; 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: Montessori New Beginnings Academy, Inc. **Tabled to August 12, 2019**
- (5) **Public Hearing and adoption of Resolution No. 2019-7-7(R):** to adopt the 2019-2020 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2019-2020; and providing an effective date. **Conducted and Adopted**
- (6) **Resolution No. 2019-7-8(R):** To authorize the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed \$1,864,370 under the Housing and Community Development Act and the HOME Investment Partnerships Act; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances, acting in connection with said application and providing required information; and providing an effective date. **Adopted**
- (7) **Public Hearing and adoption of Resolution No. 2019-7-9(R):** to authorize an amendment to the 2015 – 2019 Citizen Participation Plan for the use of U. S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds; and providing an effective date. **Conducted and Adopted**

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.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: The City of Plano has received the John A. Sasso National Community Development Week Award. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

CAPTION

June 24, 2019

Approved

FINANCIAL SUMMARY

Not Applicable

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Meeting Minutes	7/16/2019	Minutes
Regular Session Minutes	7/16/2019	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
June 24, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Greg Rushin, Interim Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, June 24, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; and to discuss Real Estate, Section 551.072; 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 6:49 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion**
- **Council appointments to various boards, committees, and organizations**

Mayor LaRosiliere made the following appointments:

Animal Shelter Advisory Committee – Rick Grady and Shelby Williams

Board of Adjustment – Mayor Pro Tem Rick Smith and Lily Bao

Building Standards Commission – Deputy Mayor Pro Tem Anthony Ricciardelli and Lily Bao

Civil Service Commission - City Manager Mark D. Israelson

Collin County Appraisal District Board – Mayor Pro Tem Rick Smith and Shelby Williams

Community Relations Commission – Deputy Mayor Pro Tem Anthony Ricciardelli and Maria Tu

Cultural Affairs Commission – Mayor Pro Tem Rick Smith and Maria Tu

DART Board of Directors – Paul Wageman and Lissa Smith

Heritage Commission – Rick Grady and Lily Bao

Library Advisory Board – Mayor Pro Tem Rick Smith and Lily Bao

North Texas Municipal Water District Board – Deputy Mayor Pro Tem Anthony Ricciardelli and Kayci Prince

Council appointments (Cont'd.)

Parks and Recreation Planning Board – Maria Tu and Shelby Williams

Planning and Zoning Commission – Mayor Pro Tem Rick Smith and Kayci Prince

Plano Housing Authority – Rick Grady and Lily Bao

Retirement Security Plan Committee – City Manager Mark D. Israelson

Senior Advisory Board – Maria Tu and Shelby Williams

Tax Increment Financing Reinvestment Zone No. 2 and No. 3 Boards – Maria Tu and Kayci Prince

Airport Master Plan Planning Advisory Committee – Mayor Pro Tem Rick Smith

Collin County Mayors Committee – Mayor Harry LaRosiliere

Council Legislative Committee – Mayor Harry LaRosiliere, Mayor Pro Tem Rick Smith, and Deputy Mayor Pro Tem Anthony Ricciardelli

Dallas Regional Mobility Coalition – Rick Grady

Designation of Official North Central Texas Council of Governments Voting

Representative - Mayor Harry LaRosiliere

Metroplex Mayors Committee - Mayor Harry LaRosiliere, Mayor Pro Tem Rick Smith (Alternate)

North Texas Commission – Mayor Harry LaRosiliere

Plano Health Facilities Development Corporation – Deputy Mayor Pro Tem Anthony Ricciardelli (2020), Rick Grady (2020), and Kayci Prince(2021)

Regional Transportation Council – NCTCOG – Mayor Harry LaRosiliere, Rick Grady (Alternate) and Mayor Pro Tem Rick Smith (2nd Alternate)

Emergency Preparedness Planning Council (EPPC) – NCTCOG – Rick Grady and Shelby Williams (Alternate)

Board and Commission Review Committee – Deputy Mayor Pro Tem Anthony Ricciardelli, Rick Grady and Shelby Williams

Community Finance – Deputy Mayor Pro Tem Anthony Ricciardelli and Kayci Prince

Joint PISD/Council Committee – Maria Tu and Lily Bao

Multi-Cultural Outreach Roundtable – Kayci Prince

- **Stormwater- Impervious Area Presentation** –This item was postponed to a future meeting.
- **Consideration of 2020 City Council Meeting Dates** –This item was postponed to a future meeting.
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

The Council took a recess at 6:56 p.m. to convene the regular council meeting.

Mayor LaRosiliere reconvened into the Preliminary Open Meeting at 8:30 p.m.

- **Discussion and direction re: Council adoption of Robert's Rules of Order** – the council expressed concurrence to formalize the guidelines used at Council Meetings.
- **Discussion and direction re: Council appointment process and terms for City of Plano Boards and Commissions** – the council expressed concurrence to continue with the current process and terms.

With no further discussion, the Preliminary Open Meeting was adjourned at 9:24 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
June 24, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Greg Rushin, Interim Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, June 24, 2019 at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Pastor Rita Kopecki with New Hope Christian Fellowship led the invocation and the Boys and Girls Clubs of Collin County - Plano led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Proclamation: July is Parks and Recreation Month

Comments of Public Interest

Steve Lavine spoke to council unity.
Larry Howe requested information on the long-term effects of adopting the effective rate.

Consent Agenda

MOTION: Upon a motion made by Council Member Prince and seconded by Council Member Grady, the Council voted 8-0, to approve all items on the Consent Agenda, as follows:

Approval of Minutes

June 10, 2019

June 18, 2019

(Consent Agenda Item “A”)

Approval of Expenditures

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

Rejection of RFP No. 2018-0011-C for an Integrated Sales Order and Retail Management System from all proposers. (Consent Agenda Item “B”)

RFP No. 2019-0173-C for a one (1) year contract with five (5) one-year City optional renewals for Los Rios Park Year-Round Maintenance for Parks and Recreation Department to The Davey Tree Expert Company in the estimated annual amount of \$322,648 (\$258,278 for regular maintenance plus \$64,370 additional services for unforeseen events such as major floods in excess of three per year and additional application of pesticides or herbicides); and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Purchase from an Existing Contract

To approve the purchase of twenty (20) Chevrolet PPV Tahoes in the amount of \$684,545 from Caldwell Country Chevrolet and two (2) Chevrolet Suburbans in the amount of \$82,296 from Reliable Chevrolet, for Fleet Services to be utilized by Police and Fire-Rescue, for a total cost of \$766,841 through existing contracts; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 521-16 and Tarrant County Contract No. 2019-014) (Consent Agenda Item “D”)

To approve the purchase of Liberty Recreation Center Furniture in the amount of \$125,833 from Business Interiors, McKinney Office Supply, Inc., and Wilson Office Interiors, LLC through existing contracts; and authorizing the City Manager to execute all necessary documents. (TXMAS 18-7109; Choice Partners 18/01KC-05; Sourcewell 031715-STI and 031715-KII; BuyBoard 584-19; TCPN R142201; and NIPA R142213 and R142208) (Consent Agenda Item “E”)

To approve the purchase of services and materials for the Schimelpfenig Library Carpet Replacement in the estimated amount of \$134,750 from Spectra Contract Flooring Services, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 561-18) (Consent Agenda Item “F”)

To approve the purchase of Schimelpfenig Library Furniture in the amount of \$143,667 from Business Interiors, McKinney Office Supply, Inc., Wilson Office Interiors, LLC, and GL Seaman & Company through existing contracts; and authorizing the City Manager to execute all necessary documents. (TXMAS 15-7109, 17-7126, 13-710130, and 18-7109; TIPS 180305; Sourcewell 031715-KII and 031715-PHL; and NIPA P15-150) (Consent Agenda Item “G”)

Approval of Request

To grant an Easement to Texas IntownHomes, LLC for the purpose of installation of water and sewer lines across City of Plano property located at 1403 H Avenue, City of Plano; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Approval of Expenditure

To ratify an expenditure in the amount of \$649,067 for the Ohio - Rasor Emergency Waterline Repair Project for Public Works; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

To approve an expenditure for professional engineering services for Cottonwood Creek No. 1 Greenbelt Study, Grading, and Drainage, Project No. 7143, in the amount of \$137,860 from Pacheco Koch Consulting Engineers, Inc. for Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

To approve an expenditure for construction materials testing services for Screening Walls Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive, Project No. 6892, in the amount of \$55,089 from ECS Southwest, LLP for Engineering; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

To approve an expenditure for professional engineering services for Screening Walls - Custer Road from Treehouse Lane to Cross Bend Drive and Wooded Creek Addition, Project No. 7140, in the amount of \$175,251 from Nathan D. Maier Consulting Engineers, Inc. for Engineering; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

To approve an expenditure for professional engineering services for Commerce Drive Reconstruction - 15th Street to Plano Parkway, Project No. 7141, in the amount of \$340,300 from Teague, Nall and Perkins, Inc. for Engineering; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “M”)

Approval of Contract / Agreement

To approve a Subrecipient Agreement between the City of Plano and the Legacy Area Transportation Management Association in the amount of \$686,275 which is funded through an agreement between the City of Plano and the Texas Department of Transportation; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

Adoption of Resolutions

Resolution No. 2019-6-3(R): To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Project Funding Assistance Program; certifying that the City’s matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano; certifying that the Legacy Trail at Means Drive to Penelope Lane project has been dedicated for public park and recreational purposes; and providing an effective date. (Consent Agenda Item “O”)

Adoption of Ordinances

Ordinance No. 2019-6-4: To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, the City of Carrollton, and the Town of Hebron, Texas; authorizing the City Manager to execute the agreement on behalf of the City of Plano; and providing an effective date. (Consent Agenda Item “P”)

Ordinance No. 2019-6-5: To adopt and enact Supplement Number 128 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “Q”)

END OF CONSENT

Public Hearing and adoption of Ordinance 2019-6-6 as requested in Zoning Case 2019-006 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 18.5 acres of land located at the southwest corner of Legacy Drive and Communications Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-40-Commercial Employment; 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: Diodes Incorporated (Regular Agenda Item “1”)

Scott Krikorian, Senior Managing Director of Trammell Crow representing the applicant, was available for questions. Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

MOTION: Upon a motion made by Council Member Grady and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 18.5 acres of land located at the southwest corner of Legacy Drive and Communications Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-40-Commercial Employment; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2019-006; and further to adopt Ordinance No. 2019-6-6.

Ordinance No. 2019-6-7: To amend Article XII, Park and Recreation Fee, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas by amending Sections 16-262, 16-263, 16-264, 16-266, 16-268, 16-269, 16-270, 16-271, 16-272, 16-273; to update fees and make other changes to the Park and Recreation Fee Ordinance; and providing a penalty clause, a repealer clause, a severability clause, a publication clause and an effective date. (Regular Agenda Item “2”)

MOTION: Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Grady, the Council voted 7-1, with Council Member Williams in opposition, to amend Article XII, Park and Recreation Fee, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas by amending Sections 16-262, 16-263, 16-264, 16-266, 16-268, 16-269, 16-270, 16-271, 16-272, 16-273; to update fees and make other changes to the Park and

Recreation Fee Ordinance; further amending Section 16-268, Paragraph A, to read as follows: Park fees collected for each service area pursuant to this article must be used for at least one of the following purposes. (Items 1-4 therein will remain as proposed by staff) and Section 16-271, Paragraph C, (add after the first sentence) Development agreements implemented pursuant to this subsection shall require City Council approval.; and further to adopt Ordinance No. 2019-6-7.

With no further discussion, the Regular City Council Meeting adjourned at 8:22 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Dave Leong x7251

CAPTION

CSP No. 2019-0346-B for OSP Fiber Cabling Network, Phase II, Project No. 7130, for the Technology Services Department to Gardner Telecommunications, LLC in the amount of \$2,185,902; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19 thru 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	695,539	6,538,455	0	7,233,994
Encumbered/Expended Amount	-695,539	-3,252,553	0	-3,948,092
This Item	0	-185,902	-2,000,000	-2,185,902
Balance	0	3,100,000	-2,000,000	1,100,000

FUND(S): Technology Improvements CIP

COMMENTS: Funding for this item is available in the 2018-19 Technology Improvements CIP Fund and will be carried forward into future years. This request is for Gardner Telecommunications, Inc. to install fiber for Phase II of the Fiber Cabling Network project, in the amount of \$2,185,902, which will leave a total project balance of \$1,100,000 available for future project expenditures in the Technology Improvements CIP Fund.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
CSP Recap	7/10/2019	CSP Recap
Recommendation Memo	7/1/2019	Memo

CITY OF PLANO

Competitive Sealed Proposal (CSP)

CSP No. 2019-0346-B

OSP Fiber Cabling Network, Phase II

Project No. 7130

Bid Recap

Bid Opening Date/Time: May 28, 2019, @ 2:00 PM Central

Number of Vendors Notified: 7,146

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 3

Vendor:

Total Bid

Bridgepoint Telecommunications	\$ 2,199,896.99
Gardner Telecommunications, LLC	\$ 2,199,906.86
Team Fishel	\$ 1,937,603.26 (partial)

Best and Final Offer (BAFO) Requested:

Gardner Telecommunications, LLC	\$ 2,185,902.36
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Recommended Vendor:

Gardner Telecommunications, LLC	\$ 2,185,902.36
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Dave Leong

Dave Leong, Contract Administrator

June 27, 2019

Date

Date: Monday, July 1, 2019

To: Diane Palmer-Boeck, Director of Procurement and Project Management

From: Chris Chiancone, Chief Information Officer
Chris Edwards, Enterprise Architect

Subject: CSP 2019-0346-B OSP Fiber Cabling Network, Phase II, Project No. 7130

The NextGen Fiber Project is a three-phase initiative that will interconnect City facilities, traffic intersections, water towers, and lift stations; which will:

- reduce costs associated with leasing circuits and LTE services and increase redundancy with ring topologies to buildings;
- increase services providing higher speeds;
- and, provide for future growth with only the change of optical transceivers at locations to increase capacity.

In 2018, the City awarded RFQ 2017-0092-X to Capco Communications for the design and engineering of the full fiber network which will be completed in approximately April of 2020. Phase I of the fiber project was awarded in April 2019 via CSP 2019-0119-B and is currently underway.

This award is for the second Phase, which includes approximately 17.39 miles of underground fiber installation and approximately 11.17 miles of aerial fiber installation. For this phase, the City received two (2) complete proposals for underground and aerial fiber installation and one (1) partial proposal for underground fiber installation. After reviewing all materials provided in the proposals, requesting and reviewing clarification responses, and requesting a best and final offer for the highest-rated proposal; all evaluation committee members determined that Gardner Telecommunications, LLC, would provide the best overall value to the City for the Phase II build of the fiber project.

The Evaluation Criteria and associated weights for this Competitive Sealed Proposal (CSP) was as follows:

1. Project Cost was 55% of the overall score.
2. Project Approach and Management Plan was 25% of the overall score.
3. Relevant Experience and References was 20% of the overall score.

The build of the fiber network is a significant investment, providing the City of Plano with more reliable services and increasing the City's ability to produce more advanced services at lower costs in the future. Technology Services and Project Management teams have conducted a thorough cost-benefit analysis of building and owning a fiber network versus continuing to lease circuits to all of our locations and the estimated break-even for the investment in the fiber project is approximately five years. Once the fiber network is entirely built, leased lines totaling roughly \$768,000 per year will be discontinued at contract expiration, resulting in a significantly lower ongoing operational expenditure. Estimated annual costs for the maintenance of the fiber network to cover locate services, damage repairs, and etc., are

expected to be approximately \$200,000 annually, significantly less than the cost of leased circuits. In addition, the service provided will be on average 10x to 100x the capabilities of existing leased circuits.

If not awarded, the City will not be able to proceed with the build of the fiber network to connect City facilities, traffic intersections, lift stations, radio towers, etc., which will prevent the City from reducing ongoing leased circuit costs and limit future growth potential.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2019-0476-B for a 1.5-ton 4x4 Crew Cab with Utility Body, Center Box, and Liftgate for Fleet Services to be utilized by Fire-Rescue to Four Stars Ford in the amount of \$72,509; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	76,680	0	76,680
Encumbered/Expended Amount		0	0	0	0
This Item		0	-72,509	0	-72,509
BALANCE		0	4,171	0	4,171

FUND(S): Equipment Replacement Fund and General Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted Budget to purchase one (1) 1.5-ton 4x4 Crew Cab with Utility Body, Center Box, and Liftgate as a New Addition in Cost Center 552/Fire. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/9/2019	Memo
Bid Recap	7/9/2019	Bid Recap

Date: July 3, 2019

To: Mark D. Israelson, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: 1.5-ton 4x4 Crew Cab with Utility Body, Center Box, and Liftgate Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) 1.5-ton 4x4 Crew Cab with Utility Body, Center Box, and Liftgate in the amount of \$72,509.00 from Four Stars Ford, the lowest responsive, responsible bidder from Solicitation 2019-0476-B.

This unit is an approved new addition from the Capital Outlay List for FY18-19 Supplement 552007 in Cost Center 552 Fire. Due to operational demands, it is necessary to purchase at this time.

The purchase of this unit is necessary for the following reasons:

1. Current means of transporting Hazardous Materials Response Team (HMRT) personnel, equipment, and supplies to hazmat incident scenes do not allow for the transportation of all necessary equipment. The HMRT must contact on-scene companies in advance to determine what equipment is needed and then load the equipment. This causes longer incident response times. This unit and the trailer it will haul will store and transport all HMRT equipment necessary for incident response. HMRT will no longer need to contact on-scene companies and load equipment before deploying, and incident response times will be reduced.
2. This unit will be used in place of major apparatuses that have been used to transport personnel, equipment, and supplies to hazmat incident scenes. Unnecessary wear and tear on front line apparatuses will be reduced.
3. If this unit is not purchased, response times to hazmat incidents would not be reduced and unnecessary, excessive wear and tear on front line apparatuses would continue.

**CITY OF PLANO
SOLICITATION NO. 2019-0476-B
1.5-TON 4X4 CREW CAB WITH UTILITY BODY, CENTER BOX, AND LIFTGATE
BID RECAP**

Bid Opening Date/Time: June 24, 2019 @ 11:00 a.m.

Number of Vendors Notified: 2,099

Number of Bids Submitted: 2

Four Stars Ford	\$72,509.00
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Southwest International Trucks	\$78,298.00
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Recommended Vendor:

Four Stars Ford	\$72,509.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

July 3, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2019-0443-B for Utility Vans for Fleet Services to be utilized by various departments to Reliable Chevrolet for three (3) utility vans in the amount of \$100,414 and to Caldwell Country Chevrolet for two (2) utility vans in the amount of \$48,450, for a total amount of \$148,864; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	143,800	0	143,800
Encumbered/Expended Amount		0	0	0	0
This Item		0	-148,864	0	-148,864
BALANCE		0	-5,064	0	-5,064

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted Budget to purchase utility vans for the scheduled replacement of units 06393, 07393 in Cost Center 352 / Facilities Maintenance and units 04390 and 07392 in Cost Center 353 / Facilities Services. One (1) unit is an unforeseen, unscheduled, emergency replacement of unit 06394 in Cost Center 352 / Facilities Maintenance. The additional funds of \$5,064 needed for this purchase are available from savings in previous Equipment Replacement Fund purchases.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/9/2019	Memo
Bid Recap	7/9/2019	Bid Recap

Date: July 3, 2019

To: Mark D. Israelson, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: Utility Vans Purchase Recommendation

It is the recommendation of Fleet Services to purchase three (3) utility vans in the amount of \$100,414.00 from Reliable Chevrolet, and two (2) utility vans in the amount of \$48,450.00 from Caldwell Country Chevrolet, the lowest responsive, responsible bidders from Solicitation 2019-0443-B.

Four (4) units are scheduled replacements from Capital Outlay FY18-19 of units 06393 and 07393 Van, 1 Ton, Utility in Cost Center 352 Facilities Maintenance and units 04390 Van, ¼ Ton, Utility and 07392 Van, 1 Ton, Utility in Cost Center 353 Facilities Services. One (1) unit is an unforeseen, unscheduled, emergency replacement of Unit 06394 Van, 1 Ton, Utility in Cost Center 352 Facilities Maintenance. The current unit has reached the end of its useful life and experienced major mechanical error with estimated repair costs in excess of \$4,000.00. Due to operational demands, it is necessary to purchase at this time.

The purchase of the utility vans is necessary for the following reasons:

1. These units are essential to Facilities Maintenance and Facilities Services daily operations and are required to maintain current service levels.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above units.
3. If these units are not replaced, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older, aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

**CITY OF PLANO
BID NO. 2019-0443-B
UTILITY VANS
BID RECAP**

Bid Opening Date/Time: June 7, 2019 @ 3:00 p.m.

Number of Vendors Notified: 1,703

Number of Vendors Submitting Bids: 4

Reliable Chevrolet

Extended Plumbing / HVAC Cargo Van – 2 @ \$33,458.00	Line Item 1	\$ 66,916.00
Extended General Storage Cargo Van – 1 @ \$33,498.00	Line Item 2	\$ 33,498.00
Regular Length Cargo Van – 2 @ \$24,940.00	Line Item 3	\$ 49,880.00

Caldwell Country Chevrolet

Extended Plumbing / HVAC Cargo Van – 2 @ \$34,755.00	Line Item 1	\$ 69,510.00
Extended General Storage Cargo Van – 1 @ \$35,275.00	Line Item 2	\$ 35,275.00
Regular Length Cargo Van – 2 @ \$24,225.00	Line Item 3	\$ 48,450.00

Randall Reed's Prestige Ford

Extended Plumbing / HVAC Cargo Van – 2 @ \$35,960.00	Line Item 1	\$ 71,920.00
Extended General Storage Cargo Van – 1 @ \$35,400.00	Line Item 2	\$ 35,400.00
Regular Length Cargo Van – 2 @ \$27,075.00	Line Item 3	\$ 54,150.00

Four Stars Ford

Extended Plumbing / HVAC Cargo Van – 2 @ \$36,591.78	Line Item 1	\$ 73,183.56
Extended General Storage Cargo Van – 1 @ \$35,427.71	Line Item 2	\$ 35,427.71
Regular Length Cargo Van – 2 @ \$26,538.84	Line Item 3	\$ 53,077.68

Recommended Vendors:

Reliable Chevrolet Line Items 1 and 2 for a Total of Three (3) Utility Vans	\$100,414.00
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Caldwell Country Chevrolet Line Item 3 for a Total of Two (2) Utility Vans	<u>\$ 48,450.00</u>
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Total Award for Five (5) Utility Vans	\$148,864.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

June 20, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2019-0462-B for Utility Body Pickup Trucks for Fleet Services to be utilized by various departments to Caldwell Country Chevrolet in the amount of \$398,837; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	376,200	0	376,200
Encumbered/Expended Amount		0	0	0	0
This Item		0	-398,837	0	-398,837
BALANCE		0	-22,637	0	-22,637

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted Budget to purchase ten (10) utility body pickup trucks for the scheduled replacements of unit 06335 in Cost Center 643 / Park Support Services, unit 06343 in Cost Center 646 / Grounds Maintenance Services, unit 06339 in Cost Center 647 / Sports Turf Maintenance Services, unit 11304 in Cost Center 742 / Streets, unit 12306 and 12307 in Cost Center 763 / Utility District 2, unit 11302 and 12305 in Cost Center 765 / Meter Services and unit 11303 in Cost Center 766 / Utility District 1. One unit is an unforeseen, unscheduled, emergency replacement for unit 09308 in Cost Center 763 / Utility District 2. The additional funds of \$22,637 needed for this purchase are available from savings in previous Equipment Replacement Fund purchases.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/9/2019	Memo
Bid Recap	7/9/2019	Bid Recap

Date: July 3, 2019

To: Mark D. Israelson, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: Utility Body Pickup Trucks Purchase Recommendation

It is the recommendation of Fleet Services to purchase ten (10) utility body pickup trucks in the amount of \$398,837.00 from Caldwell Country Chevrolet, the lowest responsive, responsible bidder from Solicitation 2019-0462-B.

Nine (9) of these units are scheduled replacements from Capital Outlay FY18-19 for unit 06335 Truck Pickup, 1 Ton, Utility Body, Diesel in Cost Center 643 Park Support Services, unit 06343 Truck Pickup, $\frac{3}{4}$ Ton, Utility Body in Cost Center 646 Grounds Maintenance Services (transferred from 658 Grounds Maintenance Services District 3 on January 3, 2019), unit 06339 Truck Pickup, $\frac{3}{4}$ Ton, Utility Body in Cost Center 647 Sports Turf Maintenance Services, unit 11304 Truck Pickup, 1 Ton, Utility Body, Crew Cab, Dual Rear Wheels in Cost Center 742 Streets, units 12306 and 12307 Truck Pickup, $\frac{3}{4}$ Ton, Extended Cab, Utility Body in Cost Center 763 Utility District 2, units 11302 and 12305 Truck Pickup, $\frac{3}{4}$ Ton, Extended Cab, Utility Body in Cost Center 765 Meter Services, and unit 11303 Truck Pickup, $\frac{3}{4}$ Ton, Extended Cab, Utility Body in Cost Center 766 Utility District 1. One (1) of these units is an unforeseen, unscheduled, emergency replacement for unit 09308 Truck Pickup, $\frac{3}{4}$ Ton, Extended Cab, Utility Body in Cost Center 763 Utility District 2. The unit has reached the end of its current useful life and experienced major mechanical error with estimated repair costs in excess of \$6,000.00. Due to operational demands, it is necessary to purchase at this time.

The purchase of the Utility Body Pickup Trucks is necessary for the following reasons:

1. These units are essential to these departments' operations and are required to maintain current service levels.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above units.
3. If these units are not replaced, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older, aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

**CITY OF PLANO
BID NO. 2019-0462-B
UTILITY BODY PICKUP TRUCKS
BID RECAP**

Bid Opening Date/Time: June 17, 2019 @ 3:00 p.m.

Number of Vendors Notified: 2,012

Bids Deemed Nonresponsive: 1

Number of Vendors Submitting Responsive Bids: 1

Caldwell Country Chevrolet

Extended Cab DRW Utility Body – 1 @ \$39,060.00	Line Item 1	\$ 39,060.00
Regular Cab Utility Body – 1 @ \$36,170.00	Line Item 2	\$ 36,170.00
Regular Cab Deep Compartment Utility Body – 1 @ \$36,634.00	Line Item 3	\$ 36,634.00
Crew Cab DRW Utility Body – 1 @ \$42,665.00	Line Item 4	\$ 42,665.00
Extended Cab SRW Utility Body with Liftgate – 6 @ \$40,718.00	Line Item 5	<u>\$244,308.00</u>
Total Offer		<u>\$398,837.00</u>

Recommended Vendor:

Caldwell Country Chevrolet	\$398,837.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

June 21 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Purchasing

Department Head: Diane Palmer-Boeck

Agenda Coordinator: Pam Kirkland

CAPTION

RFB No. 2019-0340-C for a one (1) year contract with three (3) one-year City optional renewals for Small Water Meter Boxes for Inventory Control & Asset Disposal to Bass and Hays Foundry, Inc. in the estimated annual amount of \$65,928; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19 thru 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,108,935	238,712	1,347,647
Encumbered/Expended Amount	0	-847,130	0	-847,130
This Item	0	-25,000	-238,712	-263,712
Balance	0	236,805	0	236,805

FUND(S): Warehouse

COMMENTS: This request is for an annual contract with three (3) one-year City optional renewals in the estimated annual amount of \$65,928 for small water meter boxes. The Inventory Control & Asset Department estimates spending approximately \$25,000 for this item in the 2018-19 Budget, which will leave a remaining balance of \$236,805 for inventory stock expenditures. Future year expenditures are dependent on contract renewals, in the annual estimated amount of \$65,928 for 2019-20 through 2021-22 and \$40,928 for 2022-23 Budgets. All future year expenditures will occur within council approved appropriations.

SUMMARY OF ITEM

See Recommendation Memo

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	6/24/2019	Memo
Bid Recap	6/24/2019	Bid Recap

Date: June 6, 2019

To: Diane Palmer Boeck – Director of Procurement and Project Management

From: Josh Mathewes - Inventory Control /Asset Disposal Supervisor

Subject: Award of Bid #2019-0340-C Small Water Meter Boxes

It is the recommendation from Inventory Control/ Asset Disposal (ICAD), based on inventory requirements and Public Works specifications, to award Bid 2019-0340-C to Bass and Hays Foundry, Inc.

Bass and Hays Foundry, Inc. bid meets specifications and is the only vendor who provided pricing for this bid.

Total estimated expenditure for 2019-0340-C is \$65,928 annually.

Failure to award this bid could result in extended lead times, higher procurement costs and the inability to provide inventory in an emergency or maintenance situation.

The specifics of this bid are on file with the Purchasing Division.

CITY OF PLANO
BID NO. 2019-0340-C
Small Water Meter Boxes

BID RECAP

Bid Opening Date/Time: May 30, 2019 @ 2:00 p.m. CDT

Number of Vendors Notified: 1261

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 1

<u>Vendor</u>	<u>Total Amount Bid</u>
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Bass & Hays Foundry, Inc.	\$65,928
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Recommended Vendors:

Bass & Hays Foundry, Inc.	\$65,928
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Pam Kirkland

Pam Kirkland
Purchasing Agent

June 20, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Nik Winter

CAPTION

RFP No. 2019-0286-C for a contract effective through January 21, 2020, with three (3) one-year City optional renewals for Athletics Sites Litter Removal for the Parks and Recreation Department to Lawn Star Landscape in the estimated annual amount of \$126,500; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19 thru 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	860,943	418,315	1,279,258
Encumbered/Expended Amount	0	-810,509	0	-810,509
This Item	0	-20,794	-418,315	-439,109
Balance	0	29,640	0	29,640

FUND(S): General Fund

COMMENTS: Funding for this item is available in the 2018-19 Park Custodial Services Budget for an estimated amount of \$20,794, which will leave a current year balance of \$29,640 for additional custodial services. Future annual expenditures are dependent on contract renewals in the estimated amount of \$126,500 for 2019-20 through 2021-22, and \$38,815 for 2022-23 in the Park Custodial Services Budget. All future expenditures will occur within council approved appropriations.

SUMMARY OF ITEM

See award recommendation memo.

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Award Recommendation Memo	7/2/2019	Memo
Recap	7/2/2019	Bid Recap

Date: June 26, 2019

To: Diane Palmer-Boeck, Director of Procurement & Project Management

From: Douglas Green, Park Services Superintendent

Subject: Award Recommendation: 2019-0286-C Athletic Sites Litter Removal

It is the recommendation of the Parks and Recreation Department to award 2019-0286-C to Lawn Star Landscape in the estimated annual amount of \$126,500.00. This agreement consists of an initial term ending January 21, 2020 with three, one-year city optional renewals for a potential four (4) year contract. This contract is necessary to routinely collect and remove park user-generated litter, as well as non-specific occurring site and receptacle litter, from 400 acres of athletic sites citywide on a year-round basis.

Lawn Star Landscape was found to offer the best value to the City based on the following criteria:

Company Profile	20%
Services Offered	20%
Added Value	20%
Cost	40%

Failure to award this contract would result in a considerable increase and accumulation of litter and debris at athletic sites citywide. This would lead to an immediate overall decline in appearance of park properties as well as result in a significant increase in the amount of litter that would enter the city's storm water system.

MD/DG

Cc: Robin Reeves
Ron Smith
Michael Darr
Purchasing Dept.
Budget Dept.

CITY OF PLANO

**RFP No. 2019-0286-C
Athletics Sites Litter Removal**

RFP RECAP

RFP opening Date/Time: May 22, 2019 / 2 PM

Number of Vendors Notified: 1,303

Number of Proposals Received: 2

Lawn Star Landscape \$126,500

Pure Service Corporation \$136,075

Recommended Vendor:

Lawn Star Landscape \$126,500

Nik Winter, Contract Specialist

June 26, 2019



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Pam Kirkland

CAPTION

RFB No. 2019-0302-C for a one (1) year contract with three (3) one-year City optional renewals for Professional Food Service Personnel for Parks and Recreation to SMB Staffing LLC in the estimated annual amount of \$271,300; and authorizing the City Manager to execute all necessary documents.

Approved

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19 thru 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	271,000	1,062,592	1,333,592
Encumbered/Expended Amount	0	-244,717	0	-244,717
This Item	0	-22,608	-1,062,592	-1,085,200
Balance	0	3,675	0	3,675

FUND(S): Convention & Tourism Fund

COMMENTS: Funding for this request is available in the 2018-19 Plano Event Center Budget within the Convention & Tourism Fund. This item is for a one (1) year contract with three (3) one-year City optional renewals to provide professional food service personnel to the Plano Event Center for one (1) month in FY 2018-19 in the estimated amount of \$22,608, which will leave a current year balance of \$3,675 for other event center expenditures. Future annual expenditures are dependent on full contract renewals in the estimated amount of \$271,300 for FY 2019-20, 2020-21, and 2021-22, and in the estimated amount of \$248,692 for eleven (11) months in FY 2022-23 within the Plano Event Center Budget. All future expenditures will occur within council approved appropriations.

SUMMARY OF ITEM

See Recommendation Memo

Strategic Plan Goal:

Strong Local Economy, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/10/2019	Memo
Bid Recap	7/10/2019	Bid Recap

Date: June 25, 2019

To: Diane Palmer Boeck – Director of Procurement and Project Management

From: Mark Jarrell, Plano Event Center Manager

Subject: Award Recommendation 2019-0302-C – Professional Food Service Personnel for Plano Event Center

The Plano Event Center contracts out for professional food service personnel including waiters, bartenders, stewards, and concession workers to service catered functions. The current contract is nearing expiration so a solicitation for services was released.

The Plano Event Center recommends awarding the 2019-302-C Professional Food Service Personnel contract to SMB Staffing LLC. SMB Staffing LLC is the lowest responsive, responsible bidder. The Department believes they are capable of fully meeting the requirements of the contract as specified in the bid documentation.

The contract term is one year with three annual renewals at the City's discretion for a maximum of four years. The total award of this contract, estimated at \$1,085,200, anticipates exercising all contract option years for a full four-year term. FY 18-19 estimated at one month for \$22,608 anticipates the contract beginning September 1, 2019. FY 19-20, estimated at \$271,300, will be the first full year of the contract. FY 20-21 and FY 21-22 are also estimated at \$271,300 and FY22-23 (based on eleven remaining months) is estimated at \$248,692.

Should approval be denied, it would not be possible for Plano Event Center to service large catered events and there would be a loss of food and ancillary services revenues.

CITY OF PLANO
BID NO. 2019-0302-C
Professional Food Service Personnel

BID RECAP

Bid Opening Date/Time: May 29, 2019 at 2:00 p.m. CDT

Number of Vendors Notified: 5298

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 2

<u>Vendor</u>	<u>Total Amount Bid</u>
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Acrobat Outsourcing	\$311,550
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SMB Staffing LLC	\$271,300
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Recommended Vendors:

SMB Staffing LLC	\$271,300
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Pam Kirkland

Pam Kirkland
Purchasing Agent

May 30, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Stephanie Shaffer

CAPTION

RFB No. 2019-0170-B for Wayside Horns at Plano Parkway, Project No. 6758, for the Engineering Department to Railway Signal Construction, Inc. in the amount of \$98,500; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	281,888	0	281,888
Encumbered/Expended Amount	0	-20,968	0	-20,968
This Item	0	-98,500	0	-98,500
Balance	0	162,420	0	162,420

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is included in the 2018-19 Street Improvements CIP. Installation of two wayside horns on Plano Parkway at the KCS Railroad Crossing, in the amount of \$98,500, will leave a balance of \$162,420 available for future expenditures on this or other street improvement projects.

SUMMARY OF ITEM

The Engineering Department accepted bids on June 13, 2019, for the Wayside Horns at Plano Parkway project. The project includes installation of 2 wayside Horns on Plano Parkway at the KCS Railroad crossing.

The lowest responsive and responsible bid was submitted by Railway Signal Construction, Inc., in the amount of \$98,500. There were a total of 5,477 vendors notified of this project and one complete bid was received for the project.

If this project is not awarded, the KCS train will continue to sound its horn as it approaches this crossing.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	7/6/2019	Bid Recap
Location Map	6/20/2019	Map

CITY OF PLANO

RFB CIP

Bid No. 2019-0170-B

Wayside Horns at Plano Parkway

Project No. 6758

Bid Recap

Bid Opening Date/Time: June 13, 2019, at 2:00 PM (CST)

Number of Vendors Notified: 5,477

Vendors Submitting “No Bids”: 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 1

Vendor:

Total Bid

Railway Signal Construction, Inc.

\$ 98,500.00

Recommended Vendor:

Railway Signal Construction, Inc.

\$ 98,500.00

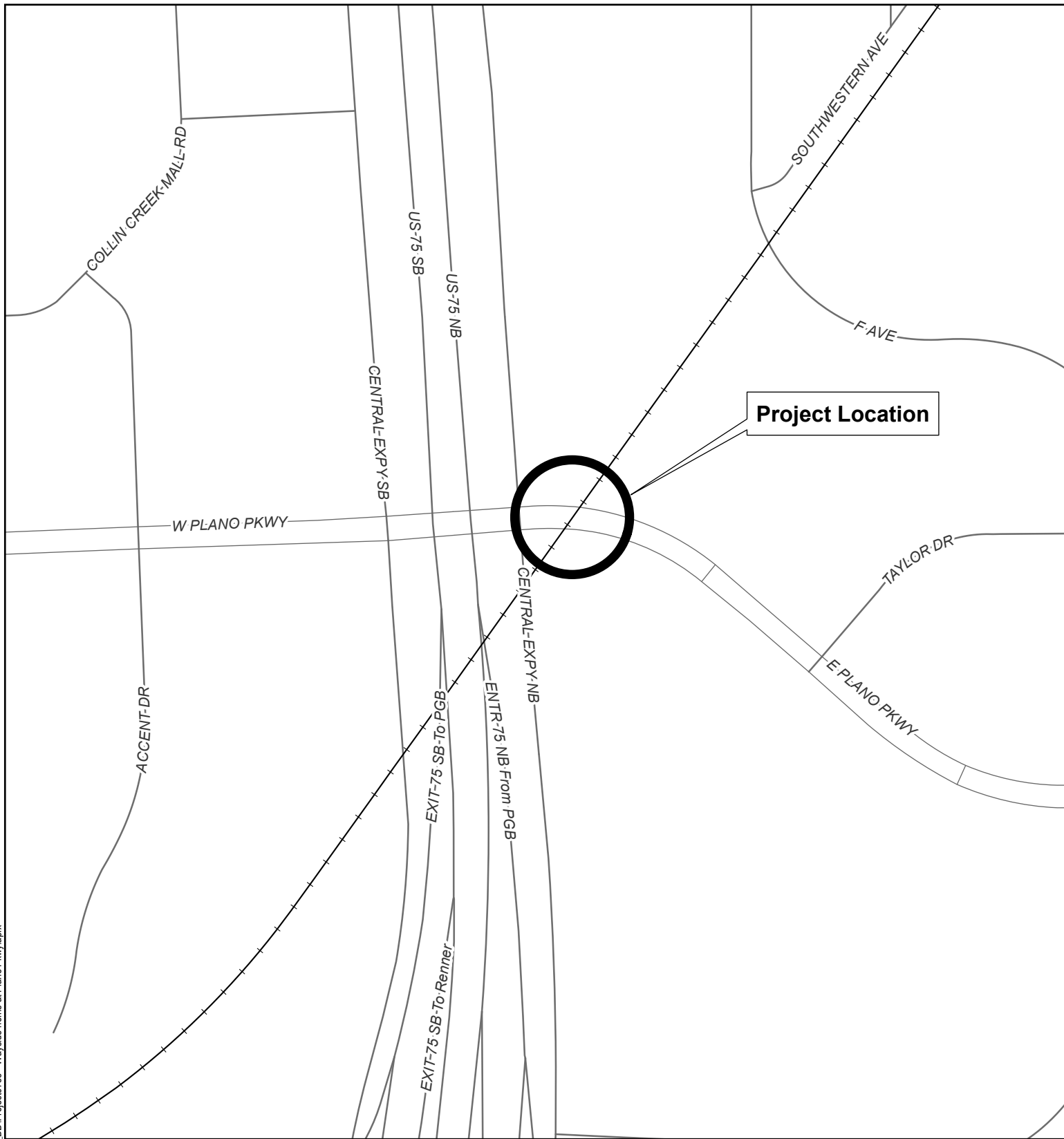
Stephanie Shaffer

Stephanie Shaffer, Contract Administrator

June 17, 2019

Date

davidd Z:\BL-GIS\Projects\Engineering\2019-06-18-09_Project6758_DD\Project6758 - Wayside horns at Plano Pkwy.aprx



Project Location



0 150 300
Feet



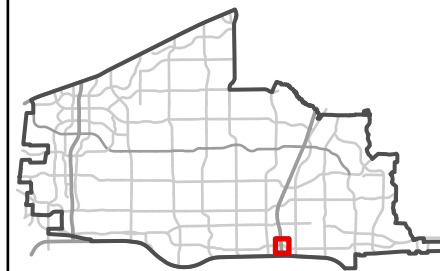
City of Plano BI-GIS Division
June 2019

WAYSIDE HORNS AT PLANO PARKWAY

Project No. 6758

Page 49

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Lauren Higgins

CAPTION

RFB No. 2019-0479-B for Downtown Parking Lots, Project No. 6993, for the Engineering Department to Denco CS Corporation in the amount of \$928,787; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	12,537,264	0	12,537,264
Encumbered/Expended Amount	0	0	0	0
This Item	0	-325,000	-603,787	-928,787
Balance	0	12,212,264	-603,787	11,608,477

FUND(S): TIF II Fund

COMMENTS: Construction of the Downtown Pedestrian & Parking Improvements, in the amount of \$928,787, will leave a balance of \$11,608,477 within the TIF II Fund for future expenditures identified in the TIF II Project Plan.

SUMMARY OF ITEM

The Engineering Department accepted bids on June 27, 2019, for the Downtown Parking Lots project. The project includes two (2) new parking lots on Municipal Drive, paving an area adjacent to the Plano Masonic Lodge for access to McCall Plaza, and adding a crosswalk on 15th Street west of the DART rail.

The lowest responsive, responsible bid was submitted by Denco CS Corporation, in the amount of \$928,787. There were a total of 3,677 vendors notified of this project. Eight (8) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, on street parking in the downtown area will not be reduced.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	7/8/2019	Bid Recap
Location Map	7/3/2019	Map

CITY OF PLANO
RFB CIP
Bid No. 2019-0479-B
Downtown Parking Lots
Project No. 6993

Bid Recap

Bid Opening Date/Time: June 27, 2019, at 2:00 PM (CST)

Number of Vendors Notified: 3,677

Vendors Submitting “No Bids”: 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 8

<u>Vendor:</u>	<u>Total Bid</u>
Denco CS Corporation	\$928,787.37
North Texas Contracting, Inc.	\$1,052,697.00
New World Contracting, LLC	\$1,062,651.30
JC Commercial, Inc.	\$1,131,325.86
Pavecon Public Works, LP	\$1,200,842.17
North Rock Construction, LLC	\$1,218,265.58
Tiseo Paving Company	\$1,364,204.50
Joe Funk Construction, Inc.	\$1,449,551.12

Recommended Vendor:

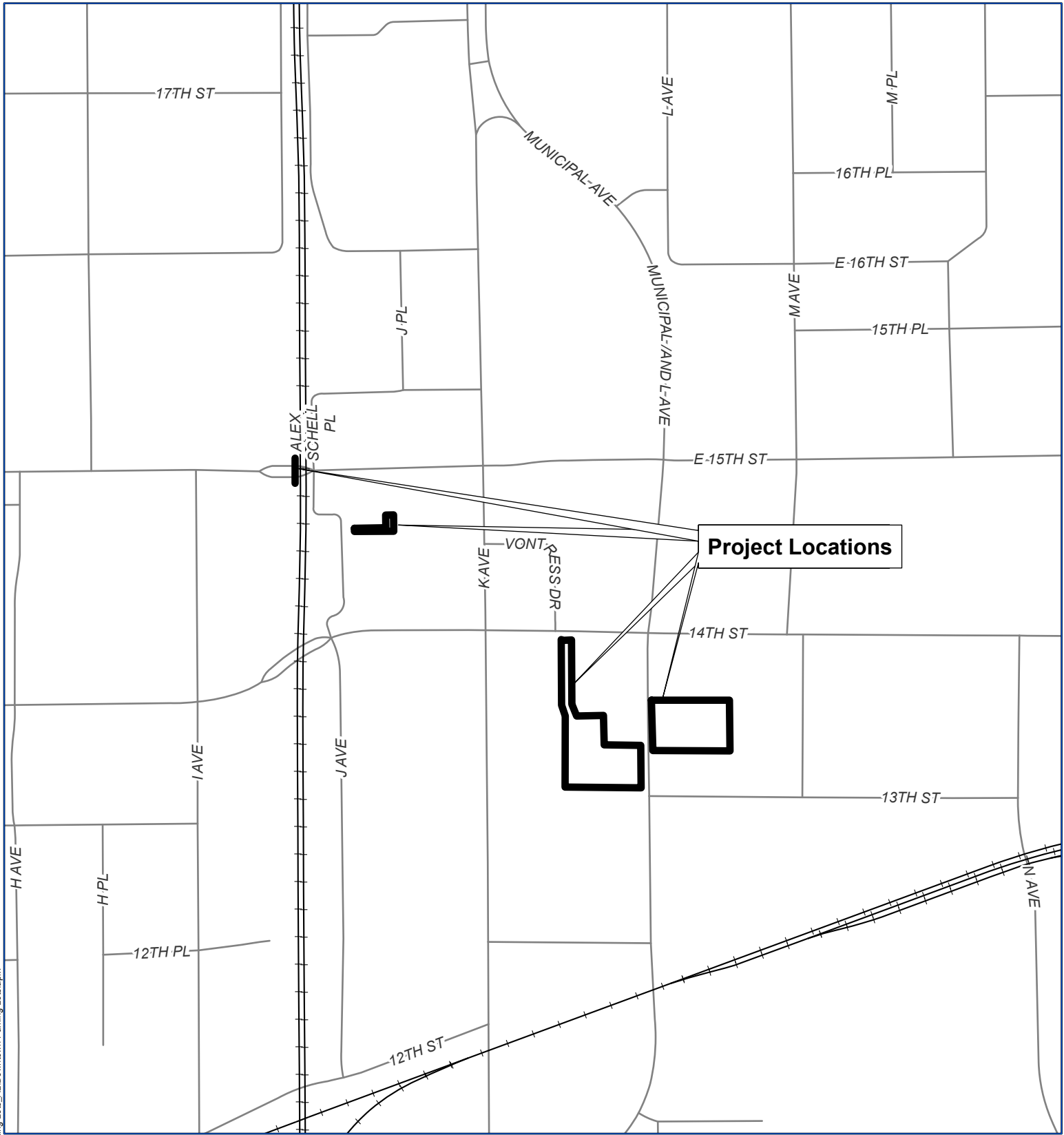
Denco CS Corporation	\$928,787.37
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Lauren Higgins

Lauren Higgins, Contract Administrator

July 3, 2019

Date



0 150 300
Feet

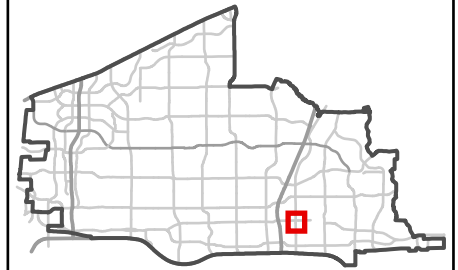


City of Plano GIS Division
July 2019

Downtown Parking Lots

Project No. 6993

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Dave Leong x7251

CAPTION

RFB No. 2019-0480-B for Screening Wall - Spring Creek & Mission Ridge, Project No. 6808, for the Engineering Department to Ratliff Hardscape, Ltd. in the amount of \$1,092,053; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19 & 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	169,200	1,253,280	700,000	2,122,480
Encumbered/Expended Amount	-169,200	-733,291	0	-902,491
This Item	0	-400,000	-692,053	-1,092,053
Balance	0	119,989	7,947	127,936

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is available in the 2018-19 Street Improvements CIP and is planned for future years. Construction of the Screening Wall - Spring Creek & Mission Ridge project, in the amount of \$1,092,053, will leave a project balance of \$127,936 available for future expenditures on this or other street improvement projects.

SUMMARY OF ITEM

The Engineering Department accepted bids on June 26, 2019, for the Screening Wall - Spring Creek & Mission Ridge, Project No. 6808. The project includes the reconstruction of 1,514 linear feet of masonry screening wall and reinforced concrete foundation. This project also includes reconstruction of sidewalk

and portions of the alley adjacent to the wall.

The lowest responsive, responsible bid was submitted by Ratliff Hardscape, Ltd., in the amount of \$1,092,053. There were a total of 3,201 vendors notified of this project. Four (4) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, deterioration of the screening wall and adjacent alley will continue, resulting in increased maintenance costs and a reduction in the quality of life for the residents.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	7/10/2019	Bid Recap
Location Map	7/3/2019	Map

CITY OF PLANO

RFB CIP

Bid No. 2019-0480-B

Screening Wall - Spring Creek & Mission Ridge

Project No. 6808

Bid Recap

Bid Opening Date/Time: June 26, 2019, at 2:30 PM (CST)

Number of Vendors Notified: 3,201

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 4

<u>Vendor:</u>	<u>Total Bid</u>
Ratliff Hardscape, Ltd.	\$ 1,092,052.50
HQS Construction, LLC	\$ 1,111,069.25
Joe Funk Construction, Inc.	\$ 1,270,025.46
XIT Paving & Construction, Inc.	\$ 1,325,195.00

Recommended Vendor:

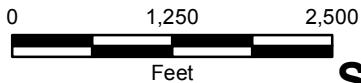
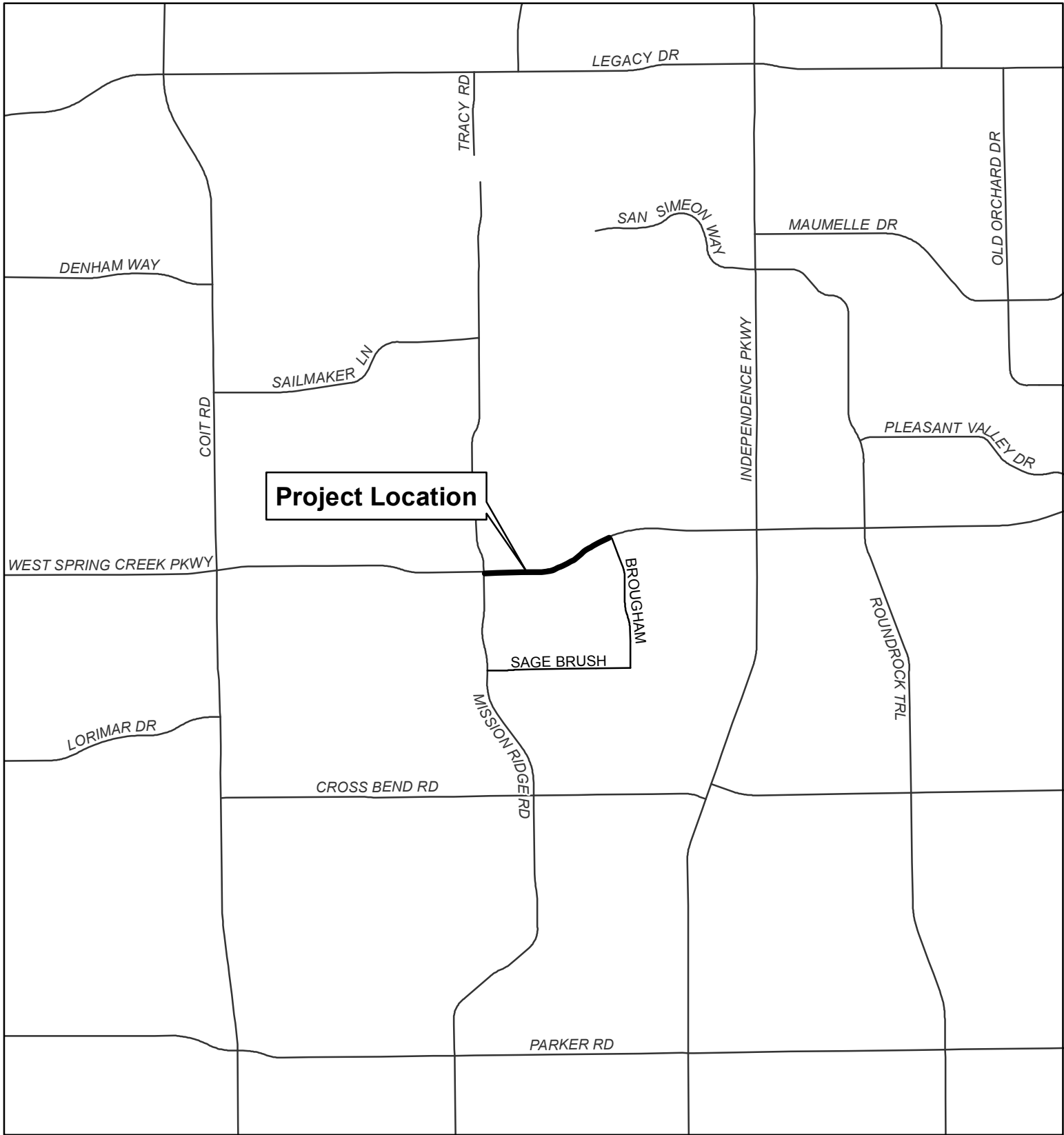
Ratliff Hardscape, Ltd.	\$ 1,092,052.50
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Dave Leong

Dave Leong, Contract Administrator

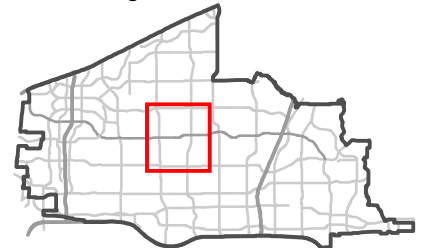
June 26, 2019

Date



**Screening Wall
Spring Creek & Mission Ridge
Project # 6808**

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Lauren Higgins

CAPTION

RFB No. 2019-0465-B for Screening Wall Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive, Project No. 6892, for the Engineering Department to Ratliff Hardscape, Ltd. in the amount of \$3,399,205; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19 & 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	338,330	1,316,670	3,525,000	5,180,000
Encumbered/Expended Amount	-338,330	-184,769	0	-523,099
This Item	0	-500,000	-2,899,205	-3,399,205
Balance	0	631,901	625,795	1,257,696

FUND(S): Street Improvements CIP

COMMENTS:

Funding for this item is available in the 2018-19 Street Improvements CIP and is planned for future years. Construction of the Screening Wall Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive project, in the amount of \$3,399,205, will leave a project balance of \$1,257,696 available for future expenditures on this or other Street Improvement projects.

SUMMARY OF ITEM

The Engineering Department accepted bids on June 19, 2019 for the Screening Wall Replacement - Coit Road, Independence Parkway, Rainier Road, and Legacy Drive project. This project includes four (4)

locations: Coit Road from Carmichael Drive to approximately 150 ft east of Elliot Drive; Independence Parkway from W. Park Boulevard to approximately 150 ft north of Mollimar Drive; Rainier Road from Legacy Drive to Seabrook Drive; Legacy Drive from 275 ft west of Marchman Way to Harvey Lane. The project generally entails replacement of existing screening walls, concrete pavement and sidewalk at the four (4) locations. The scope of this project is comprised mainly of the reconstruction of the following: 3,717 SY of sidewalk, 5,930 LF of screening wall, 5,579 SY of 6" alley pavement, and 268 SY of 8" street pavement.

The lowest responsive, responsible bid was submitted by Ratliff Hardscape, Ltd., in the amount of \$3,399,205. There were a total of fifteen thousand and fifty-three (15,053) vendors notified of this project. Three (3) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, neighborhood infrastructure at these four locations, including screening walls, sidewalks and alleys will continue to deteriorate leading to increased future maintenance costs and a reduction in the quality of life for residents.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	7/9/2019	Bid Recap
Location Maps	7/9/2019	Map

CITY OF PLANO

RFB CIP

Bid No. 2019-0465-B

**Screening Wall Replacement – Coit Road, Independence
Parkway, Rainier Road and Legacy Drive**

Project No. 6892

Bid Recap

Bid Opening Date/Time: June 19, 2019, at 2:00 PM (CST)

Number of Vendors Notified: 15,053

Vendors Submitting “No Bids”: 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 3

<u>Vendor:</u>	<u>Total Bid</u>
Ratliff Hardscape, Ltd.	\$3,399,204.54
Joe Funk Construction, Inc.	\$4,484,590.32
HQS Construction, LLC	\$4,965,234.00

Recommended Vendor:

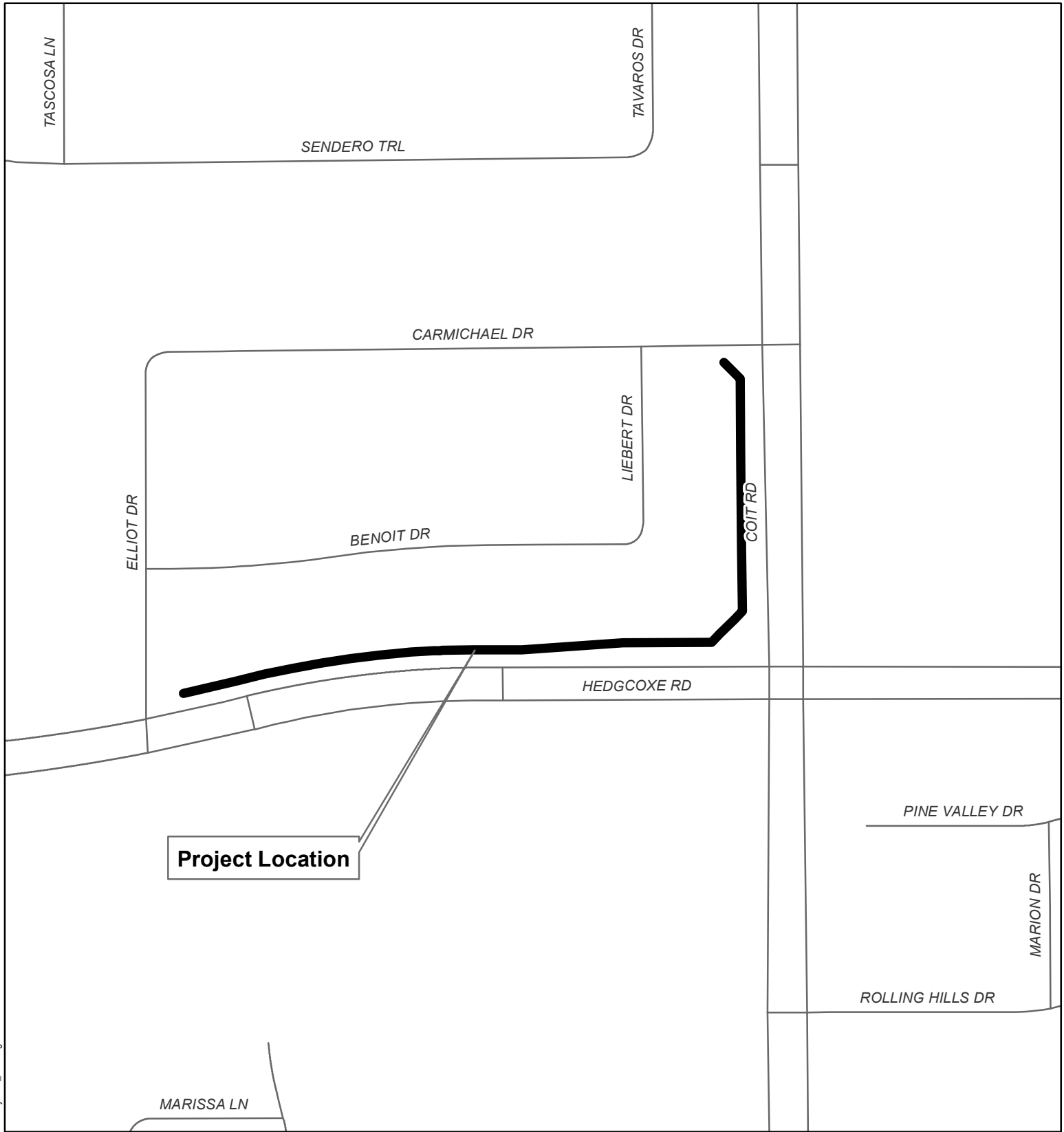
Ratliff Hardscape, Ltd.	\$3,399,204.54
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Lauren Higgins

Lauren Higgins, Contract Administrator

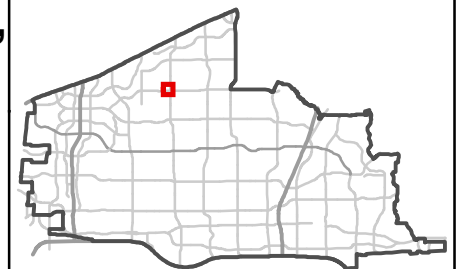
July 1, 2019

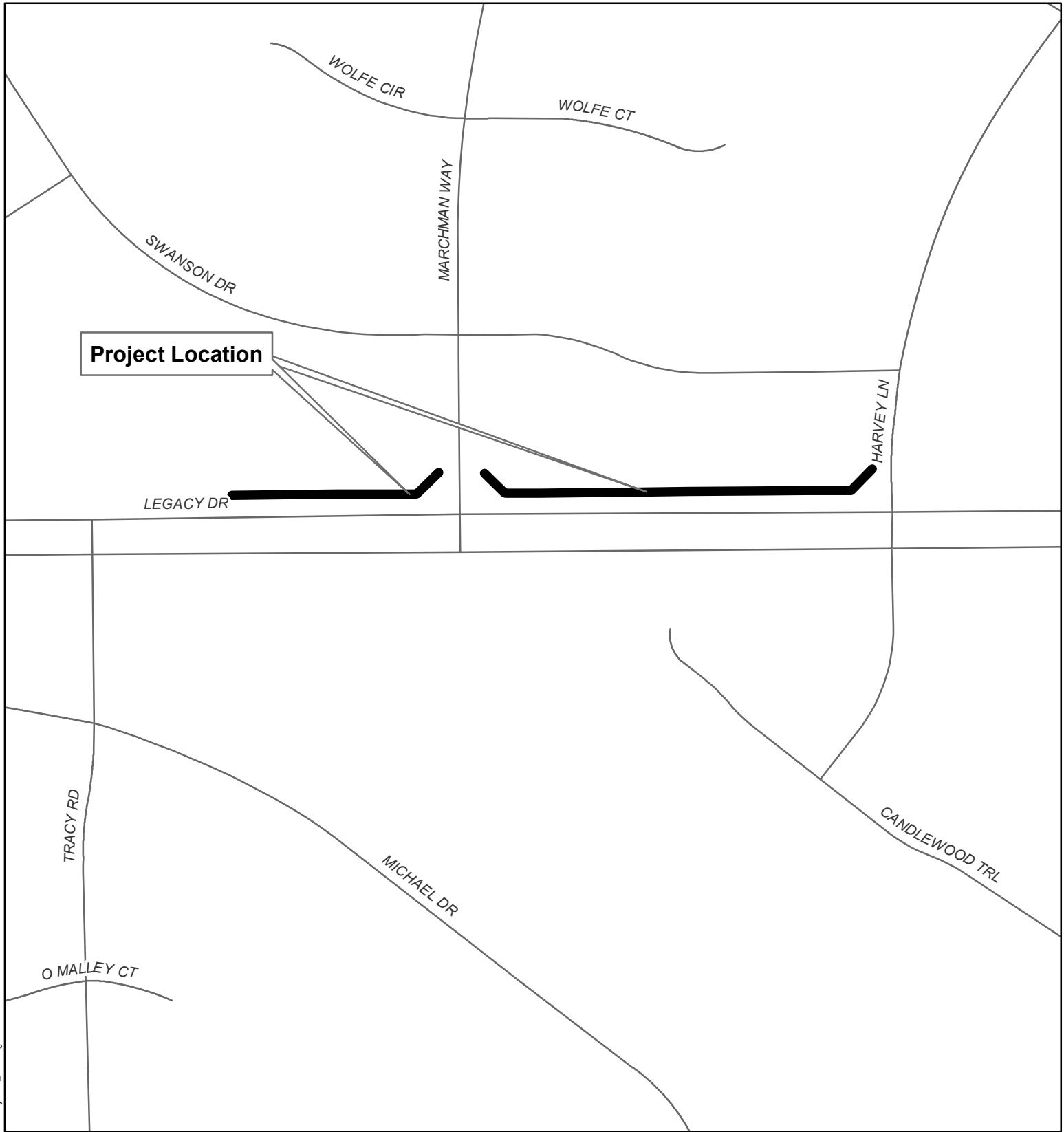
Date



Screening Wall Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive Project No. 6892

Project Location



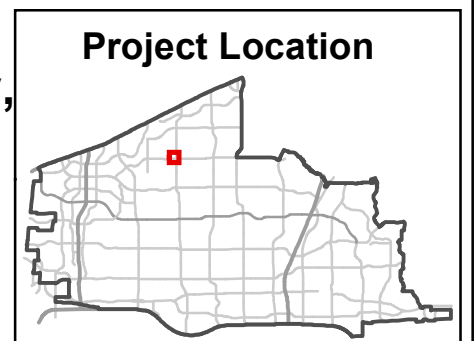


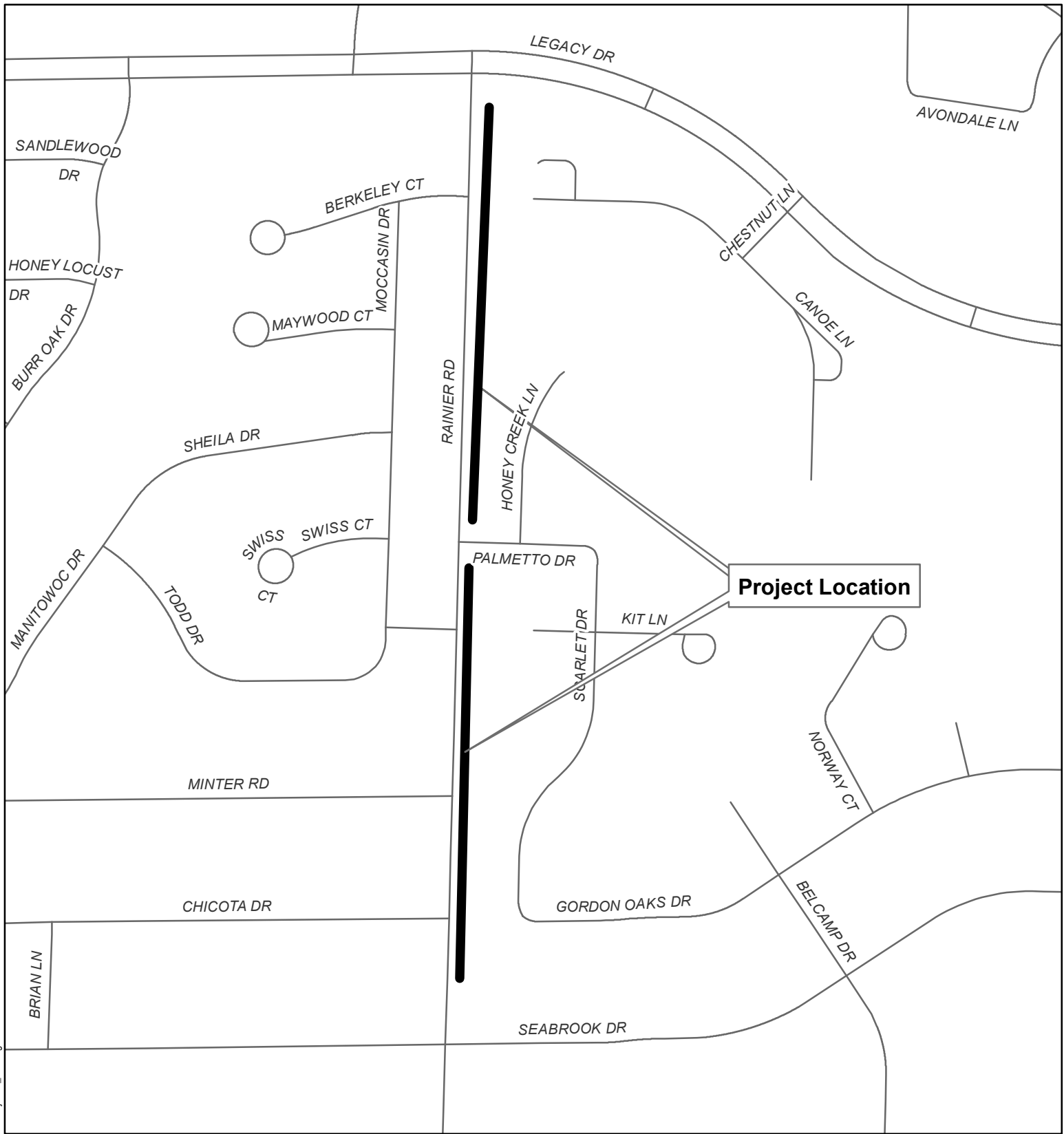
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City of Plano GIS Division
July 2019

Screening Wall Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive Project No. 6892





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0 125 250
Feet



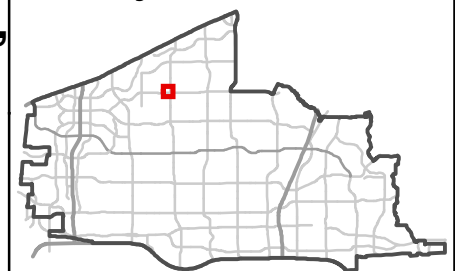
City of Plano GIS Division
July 2019

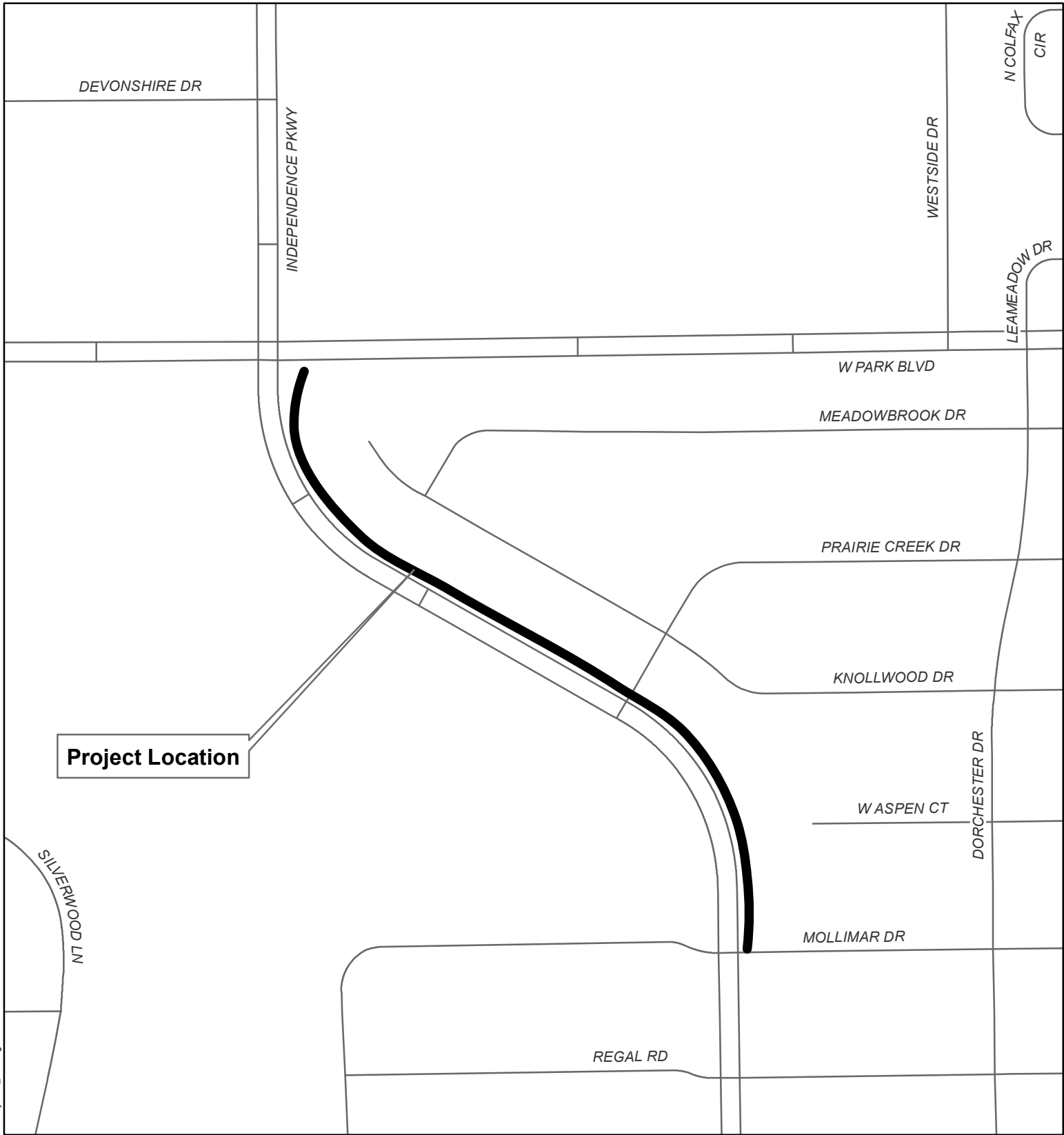
Screening Wall Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive Project No. 6892

Page 3 of 4

Page 63

Project Location





Project Location



0 125 250
Feet



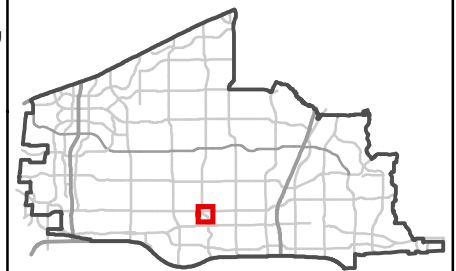
City of Plano GIS Division
July 2019

Screening Wall Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive Project No. 6892

Page 4 of 4

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Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: HR

Department Head: Shanté Akafia

Agenda Coordinator: Vernie Rambo

CAPTION

To approve the purchase of Long Term Disability Insurance for an additional three (3) months through December 31, 2019 for Human Resources in the estimated amount of \$50,000 from Standard Insurance Company through an existing contract; and authorizing the City Manager to execute all necessary documents. (Public Employee Benefits Alliance (PEBA)) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	50,000	50,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-50,000	-50,000
Balance	0	0	0	0

FUND(S): Various

COMMENTS: This item approves a contract extension to provide Long Term Disability Insurance coverage for City employees. The estimated future cost for FY 2019-20 is \$50,000. The term of the contract will be through its expiration on 12/31/2019.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for

items. (Public Employee Benefits Alliance (PEBA) contract and City of Plano Internal Contract No. 2018-0214-I)

See Recommendation Memo

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
2018-0214-I Recommendation Memo	7/15/2019	Memo

Date: June 26, 2019

To: Diane Palmer-Boeck, Director of Procurement and Project Management

From: Shante Akafia, Director of Human Resources and Risk Management

Subject: 2018-0214-I Standard Insurance Long-Term Disability Contract Extension

The City currently has a contract with the Standard Insurance Company through the Public Employee Benefits Alliance contract to provide long-term disability insurance for City employees which expires in September 2019. The City is currently in an RFP process which will combine several lines of insurance coverage which will be effective 1/1/2020, and therefore, needs to extend this through December 31, 2019.

The additional fees due to the contract extension are approximately \$25,000 for the City paid coverage and approximately \$25,000 for the employee paid portion of the coverage.

The impact of this contract not being extended would be that the City employees would be without long-term disability coverage.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of a Jet Vac Truck for Fleet Services to be utilized by Utility District No. 2 in the amount of \$450,781 from Hi-Vac Corporation through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 122017-HVC) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	450,781	0	450,781
Encumbered/Expended Amount		0	0	0	0
This Item		0	-450,781	0	-450,781
BALANCE		0	0	0	0

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted budget to purchase one (1) jet vac truck for the unforeseen, unscheduled emergency replacement of unit 09802 in Cost Center 763/Utility District 2. The current unit has reached the end of its useful life and experienced major mechanical error with greater than expected repair costs.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Sourcewell Contract No. 122017-HVC / City of Plano Internal Contract No. 2019-0521-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/9/2019	Memo
Cooperative Quote Recap	7/9/2019	Cooperative Quote Recap

Date: July 3, 2019

To: Mark D. Israelson, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: Jet Vac Truck Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) jet vac truck in the amount of \$450,781.34 from Hi-Vac Corporation through Sourcewell Contract No. 122017-HVC. Fleet Services and Purchasing have reviewed multiple cooperative contract quotes and found this to be the best value for the City.

This unit was an unforeseen, unscheduled, emergency replacement for Unit 09802 Truck, Catch Basin, Vacuum Jet in Cost Center 763 Utility District 2. The current unit has reached the end of its useful life and experienced major mechanical error with estimated repair costs in excess of \$50,000.00. Due to operational demands, it is necessary to purchase at this time.

The purchase of this unit is necessary for the following reasons:

1. Jet Vac Trucks are used to locate and expose underground utilities for maintenance and repair and are essential to Utility District 2 operations.
2. The old unit is in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above unit.
3. If this unit is not replaced, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older, aging unit will limit users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

CITY OF PLANO
SOLICITATION NO. 2019-0521-O
JET VAC TRUCK
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 1

Number of Quotes Received: 2

Peterbilt 348 with X-8 Hydro Excavator from Hi-Vac Corporation via Sourcewell Contract No. 122017-HVC	\$450,781.34
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Freightliner 114SD with X-8 Hydro Excavator from Hi-Vac Corporation via Sourcewell Contract No. 122017-HVC	\$470,943.50
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Recommended Vendor:

Hi-Vac Corporation	\$450,781.34
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

June 20, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Pam Kirkland

CAPTION

To ratify the purchase of fitness equipment for Liberty Recreation Center in the amount of \$89,893, and approval for fitness equipment for Carpenter Park, Liberty, and Tom Muehlenbeck Recreation Centers in the amount of \$411,401 from Team Marathon Fitness, Inc. and in the amount of \$27,270 from Comm-Fit LP through an existing contract; and authorizing the City Manager to execute all necessary documents. (Buyboard Contract No. 583-19) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	101,530	914,193	100,000	1,115,723
Encumbered/Expended Amount	-101,530	-284,858	0	-386,388
This Item	0	-528,564	0	-528,564
Balance	0	100,771	100,000	200,771

FUND(S): General Fund, Capital Maintenance Fund & Equipment Replacement Fund

COMMENTS: Funding for this item is available in the 2018-19 Liberty Recreation Center Budget within the General Fund, the Capital Maintenance Fund and the Recreation portion of the Equipment Replacement Fund. Purchasing fitness equipment for the Carpenter, Liberty and Tom Muehlenbeck Recreation Centers, in the total amount of \$528,564, will leave a combined current year balance across these three sources of \$100,771 for future fitness equipment purchases.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Buyboard Contract No. 583-19) (City of Plano Contract No. 2019-0434-O)

See Recommendation Memo

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/11/2019	Memo
Bid Recap	7/11/2019	RFP Recap

Date: 7/10/2019

To: Diane Palmer-Boeck, Director of Procurement and Project Management

From: Robin Reeves, Director Parks and Recreation

Subject: Recommendation to Purchase Fitness Equipment for Carpenter Park, Liberty, and Tom Muehlenbeck Recreation Centers

The Recreation Department needs to purchase replacement fitness equipment for three recreation centers. Several pieces of equipment at Carpenter Park Recreation Center and Tom Muehlenbeck Recreation Center must be replaced because they are outdated, worn out or not working. In addition, the purchase includes replacement fitness equipment for Liberty Recreation Center to coincide with the renovation.

Historically, feedback from recreation center members indicates that fitness equipment brand consistency within each facility and across recreation centers is important to them. Replacing worn out equipment with equipment from a different manufacturer has resulted in complaints from members in the past. In addition, consistency among recreation center equipment allows patrons to work out at multiple centers with ease. To reduce negative feedback and ensure equipment consistency, we recommend that the existing equipment be replaced with equipment from the same manufacturer. Our facilities currently offer fitness equipment manufactured by Precor and Cybex.

The Recreation Department recommends purchasing the Precor and Stairmaster equipment from Team Marathon Fitness, Inc. and the Cybex equipment from Comm-Fit LP through BuyBoard contract number 583-19.

The total equipment package expenditure for all three recreation centers is \$528,563.76. The purchase is broken down into three amounts. The Recreation Department recommends purchasing the fitness equipment needed for Carpenter Park Recreation Center, Liberty Recreation Center, and Tom Muehlenbeck Recreation Center from Team Marathon Fitness, Inc. in the amount of \$411,401.21 and from Comm-Fit LP in the amount of \$27,270. Also, in order to receive the equipment for the outdoor fitness area at Liberty Recreation Center in time for the reopening, a pre-order with Team Marathon Fitness, Inc. was required by the end of June. Therefore, we are ratifying the amount of \$89,892.55 for the pre-order.

The funds for this purchase are available through the Department's Equipment Replacement Fund, 071-904-6208, Liberty Recreation Center's Operating Budget, 01-665-6208, and the Recreation Center Replacements account, 35-53370.

The fitness component at the recreation centers drives recreation membership sales. The citizens of Plano have come to expect a level of service that is reflected in the City's strategic vision: the provision of outstanding services and facilities, and a place that values and expects excellence. If the Department does not replace outdated, worn out equipment, or does not use a consistent equipment brand, it will negatively impact both public perception and membership numbers.

CITY OF PLANO
SOLICITATION NO. 2019-0434-O
FITNESS EQUIPMENT FOR
CARPENTER PARK, LIBERTY, AND TOM MUEHLENBECK RECREATION CENTERS
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 2

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 0

Number of Responsive Quotes Received: 0

Team Marathon Fitness, Inc. via BuyBoard Contract No. 583-19 (Precor & Non-Precor Equipment)	\$501,293.76
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Comm-Fit LP via Buyboard Contract No. 583-19 (Cybex Equipment only)	\$ 27,270.00
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Recommended Vendors:

Team Marathon Fitness, Inc. via BuyBoard Contract No. 583-19 (Precor & Non-Precor Equipment)	\$501,293.76
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Comm-Fit LP via Buyboard Contract No. 583-19 (Cybex Equipment only)	\$ 27,270.00
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Pam Kirkland
Pam Kirkland
Purchasing Agent

July 2, 2019
Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Andrea Park

CAPTION

To approve an Amended Interlocal Cooperation Agreement between North Texas Municipal Water District and the City of Plano, Texas for Plano Legacy West Wastewater Improvements to include the addition of the full description for the "Existing Indian Creek Trunk Sewer" on Exhibit B; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

An Amendment to the Interlocal Cooperation Agreement between North Texas Municipal Water District and the City of Plano, Texas for Plano Legacy West Wastewater Improvements originally approved on January 22, 2018. Revision includes the addition of the full description for the "Existing Indian Creek Trunk Sewer" on Exhibit B, originally left off of the Interlocal Cooperative Agreement.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Amendment	7/11/2019	Agreement
Exhibit A	7/12/2019	Exhibit
Exhibit B	7/9/2019	Exhibit

AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN
NORTH TEXAS MUNICIPAL WATER DISTRICT AND
THE CITY OF PLANO, TEXAS FOR
PLANO LEGACY WEST WASTEWATER IMPROVEMENTS

THIS AGREEMENT, is made and entered into by and between the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a political subdivision of the State of Texas, (hereinafter referred to as “NTMWD” or “District”) and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter referred to as “Plano”). Individually, NTMWD and Plano may be referred to as a “Party” and collectively, NTMWD and Plano may be referred to as “Parties.”

WHEREAS, the Interlocal Cooperation Act (the “Act”), codified as Chapter 791, Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, NTMWD, Plano and the City of Mesquite previously entered into that October 1, 1975 Trinity East Fork Regional Wastewater System Contract to establish and provide for the District’s operation and maintenance of a regional wastewater system serving Plano and other communities (“Regional Wastewater System”); and

WHEREAS, on January 25, 2018, Plano and NTMWD entered into an Interlocal Cooperation Agreement (the “Interlocal Agreement”) between North Texas Municipal Water District and the City of Plano, Texas for Plano Legacy West Wastewater Improvements which, in part, pertained to the construction of a 24-inch force main leading to the NTMWD Preston Road Lift Station, improvements to the Regional Wastewater System, and the construction of a 4.5 MGD lift station (the “Proposed Lift Station”); and

WHEREAS, Exhibit B to the Interlocal Agreement did not contain the full legal description for the “Existing Indian Creek Trunk Sewer;” and

WHEREAS, Plano and NTMWD agree to enter into this Agreement to amend Exhibit B of the Interlocal Agreement to include the full legal description for the “Existing Indian Creek Trunk Sewer;” and

WHEREAS, Plano and NTMWD agree that all other terms and conditions of the Interlocal Agreement remain in full force and effect, as restated herein.

NOW THEREFORE, for mutual consideration hereinafter stated, Plano and the District agree as follows:

**I.
EFFECTIVE DATE**

The Agreement shall be effective on the date of the last signature hereto (the “Effective Date”).

**II.
THE AGREEMENT**

A. Upsize and Transfer of the Force Main from Plano to NTMWD

1. Upsizing of the Force Main

The Parties agree that Plano shall upsize from an 18-inch line to a 30-inch line the portion of the Plano force main to the Preston Road Station as identified on Exhibit A, which is hereby incorporated herein, (referred to as the “Force Main” or the “Project”), to allow NTMWD to accommodate wastewater flows for the Indian Creek basin. The Force Main is the portion of line beginning at the junction box where the proposed NTMWD 24-inch force main and the Plano proposed 18-inch force main converge and ending at the NTMWD Preston Road Lift Station. NTMWD shall fund its pro rata share of the cost to increase the size of the line in the amount of \$554,416.46. Payment of costs to upsize the Force Main will be due upon the completion of the Project and acceptance of the construction by NTMWD.

2. Conveyance of a Portion of the Force Main

The Parties agree that a portion of the Force Main, identified in **Exhibit A**, upon completion of the oversizing construction, shall be transferred from Plano to NTMWD, and that NTMWD shall use such facilities to provide permanent wastewater service to Plano.

Once construction on the Force Main has commenced, and upon request by NTMWD, Plano shall grant a right of access to NTMWD to inspect the Force Main during construction.

Upon substantial completion of the Force Main, Plano shall notify NTMWD of such completion. The Force Main shall be conveyed to NTMWD after NTMWD inspection of the Force Main and upon NTMWD’s provision of a notice of acceptance of the construction. At the time the Force Main is conveyed to NTMWD, Plano shall convey all easements and right of ways necessary for NTMWD to own, operate and maintain the Force Main. All documents or instruments of conveyance, release, transfer or assignment required shall be in a form and content reasonably acceptable to NTMWD.

3. Line Markers

Plano shall provide, according to NTMWD specifications and standards, line markers on the portion of the Force Main to be conveyed to NTMWD and identified in **Exhibit A**.

B. Transfer of Wastewater Line from NTMWD to Plano

Upon substantial completion of the proposed Legacy West Lift Station by Plano, NTMWD shall transfer and Plano shall accept conveyance of the portion of the wastewater line located along State Highway 121 and leading to the Legacy West Lift Station (the “Indian Creek Trunk Sewer Extension”), identified in the attached **Exhibit B**. Acceptance shall be documented by a letter accepting conveyance of the facility from Plano’s Director of Engineering. NTMWD shall convey all easements and right of ways necessary for Plano to own and maintain the portion of the Indian Creek Trunk Sewer Extension conveyed to Plano. All documents or instruments of conveyance, release, transfer or assignment required shall be in a form and content reasonably acceptable to Plano.

III. TERM

This Agreement shall be effective for a period of five (5) years from the Effective Date unless terminated earlier pursuant to Section IV below. Thereafter, upon mutual agreement, in writing, of the Parties, this Agreement may be renewed for subsequent one (1) year terms.

IV. TERMINATION

This Agreement shall automatically terminate and be of no further force or effect if Plano has not commenced construction of the Force Main within two (2) years of the Effective Date. In the event of any default by either Party on any of the covenants or obligations contained in this Agreement, the defaulting Party shall be notified in writing and specify the precise nature of the default. The defaulting Party shall thereafter have thirty (30) days from date the notice is received in which to cure such default (or, if same cannot be reasonably cured within such period, to take significant steps to commence such cure and thereafter diligently complete such cure), failing in which the non-defaulting Party shall be entitled to terminate this Agreement by written notice to the defaulting party.

V. NOTICE

Notice as required by this Agreement shall be in writing delivered to the Parties via e-mail or certified mail at the addresses listed below:

PLANO

Gerald Cosgrove
Director of Public Works
City of Plano
P.O. Box 860358
Plano, TX 75086-0358
972-769-4163 (Telephone)
GeraldC@plano.gov

NTMWD

Thomas W. Kula
Executive Director
North Texas Municipal Water District
P.O. Box 2408
Wylie, TX 75098
972-442-5405 (Telephone)
tkula@ntmwd.com

Each Party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

**VI.
ENTIRE AGREEMENT**

This Agreement represents the entire agreement between NTMWD and Plano, and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

**VII.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and this Agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

**VIII.
SEVERABILITY**

The provisions of this Agreement are severable. In the event that any section, subsection, paragraph, sentence, clause, or phrase of this Agreement shall be found to be contrary to law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement; however, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice of its intent to terminate.

**IX.
ASSIGNMENT**

This Agreement shall not be assigned in whole or in part without the written consent of both Parties.

**X.
INTERPRETATION OF AGREEMENT**

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that this Agreement shall not be construed more favorably for either Party based on the presumption that it was drafted by either Party.

**XI.
REMEDIES**

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

**XII.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the Parties hereto are the duly authorized officials and have the necessary authority to execute this Agreement on behalf of the Party it represents.

**XIII.
CALENDAR DAYS**

Throughout this Agreement, “Day” shall mean a calendar day, unless otherwise specified. If a deadline falls on a weekend or holiday, the deadline shall be the following working day.

[Remainder of Page Intentionally Blank]

July 11, 2019

EXECUTED in duplicate originals this ____ day of _____, 2019.

CITY OF PLANO, TEXAS

By:

Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

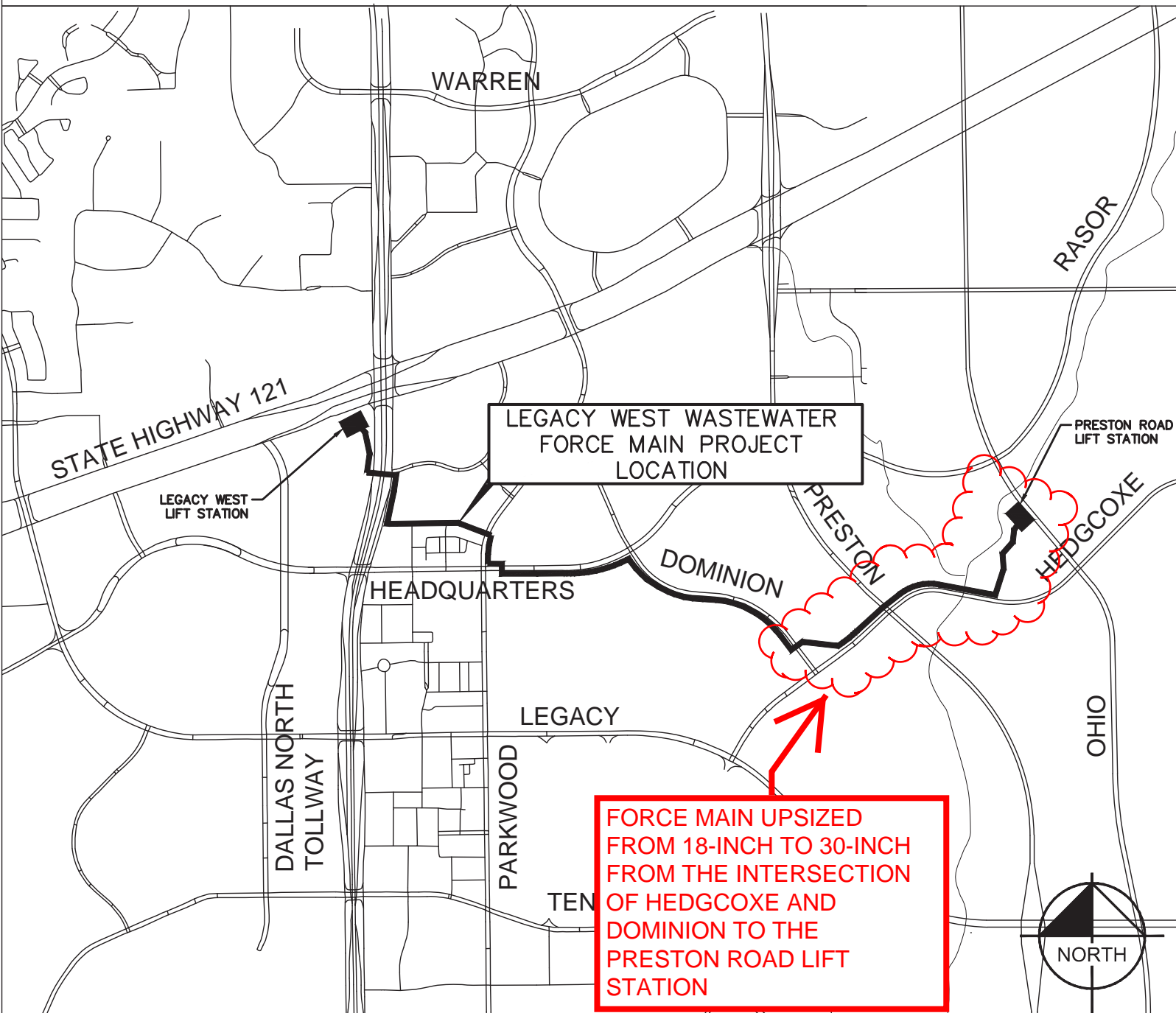
**NORTH TEXAS MUNICIPAL WATER
DISTRICT**

By:

Thomas W. Kula
Executive Director

EXHIBIT A

To ILA between NTMWD and City of
Plano, "Plano Legacy West Wastewater
Improvement 28 July 2017"



LEGAL DESCRIPTION

BEING a tract of land situated on the J.C. Barrow Survey, Abstract No. 90, the Garland R. Martin Survey, Abstract No. 622 and the Collin County School Land Survey No. 5, Abstract No. 149, City of Plano, Collin County, Texas and being part of Lot 1R, Block C of the Legacy West Addition, Lots 1R, 3R and 7, Block C, an addition to the City of Plano according to the plat recorded in Volume 2016, Page 231 of the Official Public Records of Collin County, Texas; and being part of Lot 1, Block B of the Legacy West Addition, Lot 1 and Lot 2, Block B, Lot 1, Block C, Lot 1R Block D, Lot 1 and Lot 2, Block E, an addition the City of Plano according to the plat recorded in Volume 2015, Page 63 of said Official Public Records; and being part of a tract of land described in Dedication Deed to North Texas Tollway Authority recorded in Instrument No. 20100210000136340 of said Official Public Records; and being all at a 50' sanitary sewer easement described as "Parcel One" in Volume 5415, Page 1106, Deed Records Collin County Texas; and being more particularly described as:

BEGINNING at the intersection of the east right-of-way line of Leadership Drive (a 110 foot wide right-of-way) and the south right-of-way line of State Highway 121 (a variable width right-of-way);

THENCE with said south right-of-way line of State Highway 121, the following courses and distances:

North 71°34'10" East, a distance of 2800.57 feet to a brass disk found for corner;
 North 67°59'24" East, a distance of 410.36 feet to a point for corner;
 North 65°53'43" East, a distance of 344.50 feet to a brass disk found for corner;
 South 46°17'13" East, a distance of 114.81 feet to a point for corner;
 South 0°41'15" East, a distance of 122.39 feet to a point for corner;

CONTINUE ON SHEET 2

SANITARY SEWER EASEMENT
 J.C. BARROW SURVEY,
 ABSTRACT NO. 90
 GARLAND R MARTIN SURVEY
 ABSTRACT NO. 622
 COLLIN COUNTY SCHOOL LAND SURVEY NO. 5
 ABSTRACT NO. 149
 CITY OF PLANO
 COLLIN COUNTY, TEXAS

DANA BROWN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5336
 12750 MERIT DRIVE, SUITE 1000
 DALLAS, TEXAS 75251
 PH. 972-770-1300
 dana.brown@kimley-horn.com



Kimley»Horn

12750 Merit Drive, Suite 1000
 Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	DAB	AUG 2016	069321300	1 OF 5

THENCE with the south line of said 50 foot sanitary sewer easement, the following courses and distances:

South 89°18'45" West, a distance of 50.00 feet to a point for corner;
North 0°41'15" West, a distance of 101.38 feet to a point for corner;
North 46°17'13" West, a distance of 60.18 feet to a point for corner;
South 65°53'43" West, a distance of 311.81 feet to a point for corner;
South 67°59'24" West, a distance of 412.84 feet to a point for corner;
South 71°34'10" West, a distance of 2801.45 feet to a point for corner in said east right-of-way line of Leadership Drive;

THENCE with said east right-of-way line of Leadership Drive, North 19°12'44" West, a distance of 49.84 feet to the **POINT OF BEGINNING** and containing 4.293 acres or 187,005 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

SANITARY SEWER EASEMENT
J.C. BARROW SURVEY,
ABSTRACT NO. 90
GARLAND R MARTIN SURVEY
ABSTRACT NO. 622
COLLIN COUNTY SCHOOL LAND SURVEY NO. 5
ABSTRACT NO. 149
CITY OF PLANO
COLLIN COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	DAB	AUG 2016	069321300	2 OF 5

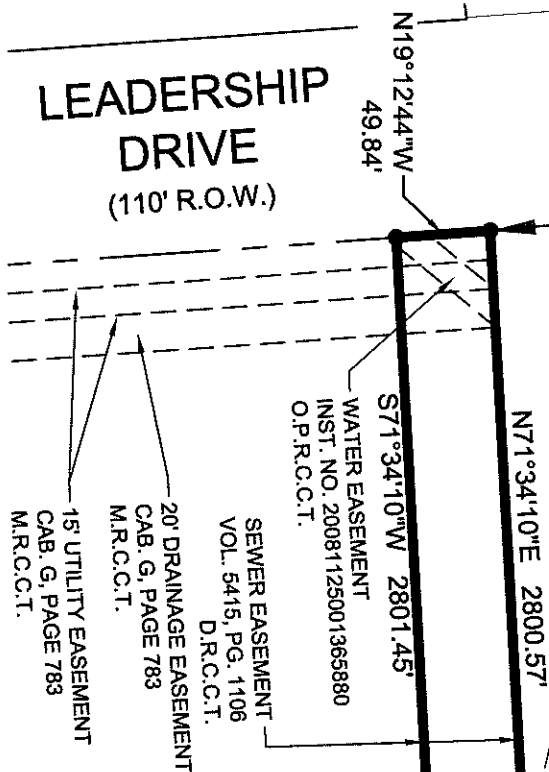
STATE HIGHWAY NO. 121 (VARIABLE WITH R.O.W.)

P.O.B.

GARLAND R. MARTIN SURVEY
ABSTRACT NO. 622
J.C. BARROW SURVEY
ABSTRACT NO. 90

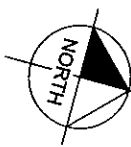
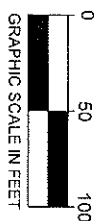
PART TWO
CITY OF PLANO
VOL. 4195, PG. 1948
O.P.R.C.C.T.

ONCOR TEMPORARY
CONSTRUCTION EASEMENT
INST. NO. 20160422000489720
O.P.R.C.C.T.



LOT 1, BLOCK B
LEGACY WEST ADDITION
CAB. 2015, PG. 63
M.R.C.C.T.
ONCOR EASEMENT
INST. NO. 20160418000460620
O.P.R.C.C.T.

MATCHLINE (SEE SHEET 4)



LEGEND

A = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IPF = IRON PIPE FOUND
CAB. = CABINET
INST. NO. = INSTRUMENT NUMBER
M.R.C.C.T. = MAP RECORDS OF COLLIN COUNTY, TEXAS
D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

SANITARY SEWER EASEMENT
J.C. BARROW SURVEY,
ABSTRACT NO. 90
GARLAND R. MARTIN SURVEY
ABSTRACT NO. 622
COLLIN COUNTY SCHOOL LAND SURVEY NO. 5
ABSTRACT NO. 149
CITY OF PLANO
COLLIN COUNTY, TEXAS

Kimley»Horn

12750 West Drive, Suite 1000
Dallas, Texas 75251
FIRM # 101155-00
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MTC	DAB	AUG 2016	069921300	3 OF 5

STATE HIGHWAY NO. 121 (VARIABLE WITH R.O.W.)

PART TWO
CITY OF PLANO
VOL. 4195, PG. 1948
O.P.R.C.C.T.

R.O.W. EASEMENT
VOL. 389, PAGE 396
D.R.C.C.T.

N71°34'10"E 2800.57'

S71°34'10"W 2801.45'

LOT 1, BLOCK B
LEGACY WEST ADDITION
CAB. 2015, PG. 63
M.R.C.C.T.

ONCOR EASEMENT
INST. NO. 20160418000460620
O.P.R.C.C.T.

SEWER EASEMENT
VOL. 5415, PG. 1106
D.R.C.C.T.

4.286 ACRES
186,695 SQ. FT.

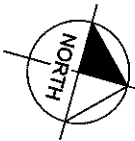
15' UTILITY EASEMENT
CAB. 2015, PG. 63
M.R.C.C.T.

COMMUNICATIONS
PARKWAY
CAB. 2015, PG. 63
M.R.C.C.T.

GARLAND R. MARTIN SURVEY
ABSTRACT NO. 622
COLLIN COUNTY SCHOOL LAND SURVEY NO. 5
ABSTRACT NO. 149

MATCHLINE (SEE SHEET 5)

MATCHLINE (SEE SHEET 3)



LEGEND

A = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
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O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

SANITARY SEWER EASEMENT
J.C. BARROW SURVEY,
ABSTRACT NO. 90
GARLAND R. MARTIN SURVEY
ABSTRACT NO. 622
COLLIN COUNTY SCHOOL LAND SURVEY NO. 5
ABSTRACT NO. 149
CITY OF PLANO
COLLIN COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 298-3820

Scale	Drawn By	Checked by	Date	Project No.	Sheet No.
1" = 100'	MTC	DAB	AUG 2016	069321300	4 OF 5

STATE HIGHWAY NO. 121 (VARIABLE WITH R.O.W.)

PART TWO
CITY OF PLANO
VOL. 4195, PG. 1948
O.P.R.C.C.T.

N65°53'43"E 344.50'

SEWER EASEMENT
VOL. 5415, PG. 1106
D.R.C.C.T. BDF

S46°17'13"E
114.81'

CITY OF PLANO
VOL. 2409, PG. 420
D.R.C.C.T.

N67°59'24"E 410.36'

S67°59'24"W 412.84'

LOT 1R, BLOCK C
LEGACY WEST ADDITION
CAB. 2016, PG. 231
M.R.C.C.T.

WATER LINE EASEMENT
INST. NO. 20081125001365850
O.P.R.C.C.T.

4.2859 ACRES
186,695 SQ. FT.

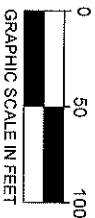
COLLIN COUNTY SCHOOL LAND SURVEY NO. 5
ABSTRACT NO. 149

NORTH TEXAS TOLLWAY AUTHORITY
INST. NO. 20100210000136340
O.P.R.C.C.T.

N46°17'13"W
60.18'

N0°41'15"W
101.38'

S89°18'45"W
50.00'



DALLAS NORTH
TOLLWAY
(VARIABLE WITH R.O.W.)

LEGEND

- A = CENTRAL ANGLE
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRFC = IRON ROD W/CAP FOUND
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NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

SANITARY SEWER EASEMENT

J.C. BARROW SURVEY,

ABSTRACT NO. 90

GARLAND R MARTIN SURVEY

ABSTRACT NO. 622

COLLIN COUNTY SCHOOL LAND SURVEY NO. 5

ABSTRACT NO. 149

CITY OF PLANO

COLLIN COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 238-8820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	WTC	DAB	AUG 2016	0693271300	5 OF 5

LEGAL DESCRIPTION

BEING a tract of land situated on the J.C. Barrow Survey, Abstract No. 90, City of Plano, Collin County, Texas and being part of Lot 2, Block A of Legacy West Addition, an addition the City of Plano according to the plat recorded in Volume 2015, Page 642 of the Official Public Records of Collin County, Texas; and being part of a tract of land described as Tract II in Limited General Warranty Deed to Gaedeke Holdings X, LLC, recorded in Instrument No. 20150128000095930 of said Official Public Records; and being all at a 50' sanitary sewer easement described as "Parcel One" recorded in Volume 5415, Page 1106, Land Records of Collin County Texas; and being more particularly described as:

BEGINNING at a City of Plano concrete monument found at the northernmost corner of a right-of-way corner clip located at the intersection of the east right-of-way line of Legacy Drive (a variable width right-of-way) and the south right-of-way line of State Highway 121 (a variable width right-of-way);

THENCE with said south right-of-way line of State Highway 121, the following courses and distances:

North 70°50'41" East, a distance of 499.53 feet to a brass disk found for corner;

North 66°51'55" East, a distance of 603.41 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner at the intersection of said south right-of-way line of State Highway 121 and the west right-of-way line of Leadership Drive (a variable width right-of-way);

THENCE with said west right-of-way line of the Leadership Drive, South 19°12'44" East, a distance of 50.12 feet to a point for corner;

THENCE departing said west right-of-way line of Leadership Drive, the following courses and distances:

South 66°51'55" West, a distance of 601.72 feet to a point for corner;

South 70°50'41" West, a distance of 534.17 feet to a point for corner in said east right-of-way line of Legacy Drive;

THENCE with said east right-of-way line of Legacy Drive, North 15°09'28" West, a distance of 23.20 feet to a point for corner at the southernmost corner of said right-of-way corner clip;

THENCE with said right-of-way corner clip, the following courses and distances:

North 75°09'20" East, a distance of 10.30 feet to a brass disk found for corner;

North 18°05'28" East, a distance of 34.71 feet to the **POINT OF BEGINNING** and containing 1.289 acres or 56,161 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

SANITARY SEWER EASEMENT
J.C. BARROW SURVEY,
ABSTRACT NO. 90
CITY OF PLANO
COLLIN COUNTY, TEXAS

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com



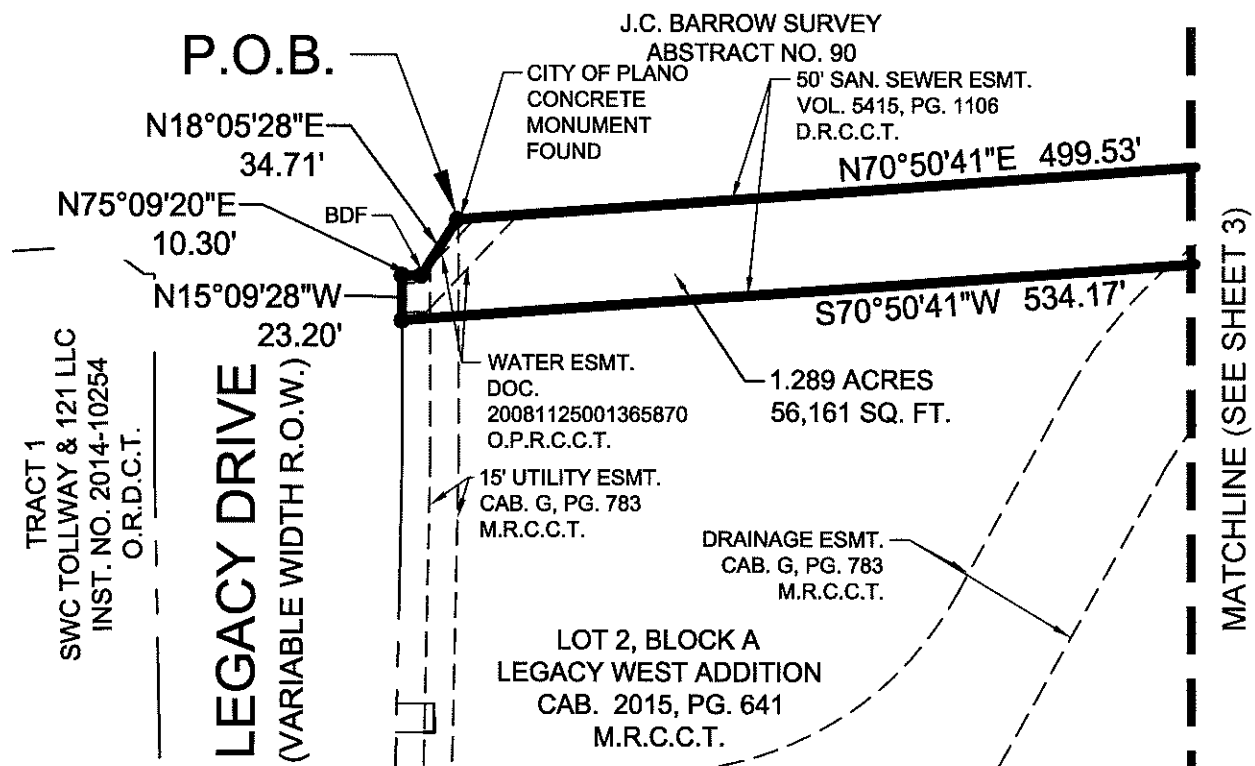
Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	DAB	AUG 2016	069321300	1 OF 3

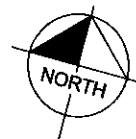


LEGEND

Δ = CENTRAL ANGLE
 P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
 IRFC = IRON ROD W/CAP FOUND
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 INST. NO. = INSTRUMENT NUMBER
 M.R.C.C.T. = MAP RECORDS OF COLLIN COUNTY, TEXAS
 D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
 O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



SANITARY SEWER EASEMENT
J.C. BARROW SURVEY,
ABSTRACT NO. 90
CITY OF PLANO
COLLIN COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale
1" = 100'

Drawn by
MTC

Checked by
DAB

Date
AUG 2016

Project No.
069321300

Sheet No.
2 OF 3

STATE HIGHWAY 121 SAM RAYBURN TOLLWAY (VARIABLE WIDTH R.O.W.)

MATCHLINE (SEE SHEET 2)

1.289 ACRES
56,161 SQ. FT.

J.C. BARROW SURVEY
ABSTRACT NO. 90

DRAINAGE ESMT. LEGACY WEST ADDITION
CAB. G, PG 783
M.R.C.C.T.

LOT 2, BLOCK A

CAB. 2015, PG. 641
M.R.C.C.T.

50' SAN. SEWER ESMT.
VOL. 5415, PG. 1106
D.R.C.C.T.

15' UTILITY ESMT.
CAB. G PG 783
M.R.C.C.T.

N66°51'55"E 603.41'

S66°51'55"W 601.72'

S19°12'44"E 50.12'

LEADERSHIP DRIVE
(VARIABLE WIDTH R.O.W.)

LEGEND

- A = CENTRAL ANGLE
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRFC = IRON ROD W/CAP FOUND
- IPF = IRON PIPE FOUND
- CAB. = CABINET
- INST. NO. = INSTRUMENT NUMBER
- M.R.C.C.T. = MAP RECORDS OF COLLIN COUNTY, TEXAS
- D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

SANITARY SEWER EASEMENT
J.C. BARROW SURVEY,
ABSTRACT NO. 90
CITY OF PLANO
COLLIN COUNTY, TEXAS

NOTES

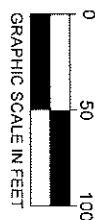
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00
Tel No. (972) 770-1300
Fax No. (972) 239-8820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MTC	DAB	AUG 2016	069321300	3 OF 3





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

CAPTION

To approve an increase to the current awarded contract amount of \$2,756,181 by \$135,785, for a total contract amount of \$2,891,966, for the Arterial Pavement Repair Legacy Drive - Custer Road to K Avenue, Project No. 6873, from FNH Construction, LLC for Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0622-B; Change Order No. 4)

Approved

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		405,029	7,533,671	0	7,938,700
Encumbered/Expended Amount		-405,029	-1,089,470	0	-1,494,499
This Item		0	-135,785	0	-135,785
BALANCE		0	6,308,416	0	6,308,416

FUND(S): Capital Maintenance Fund

COMMENTS: Funding is available for this item in the 2018-19 Capital Maintenance Fund budget. This fourth change order on the Arterial Pavement Repair Legacy Drive project, in the amount of \$135,785, will leave a current year balance of \$6,308,416 available for future expenditures related to arterial street and sidewalk repairs.

SUMMARY OF ITEM

This change order is to allow for the repair of additional quantities of concrete pavement, that have been identified in the field, since the original inventory was done in the fall of 2016.

Public Works Department recommends the approval of Change Order No. 4 to FNH Construction, LLC.

The total contract amount will be \$2,891,965.75, which is a 24.99% increase of the original contract amount of \$2,313,700.00. This change order will add an additional 15 working days to the contract, bringing the total number of working days to 207, an increase of 29% over the original total of 160 working days.

If this change order is not approved by Council, the additional quantities of pavement will not be repaired leaving them in an unsafe condition.

Strategic Plan Goal:

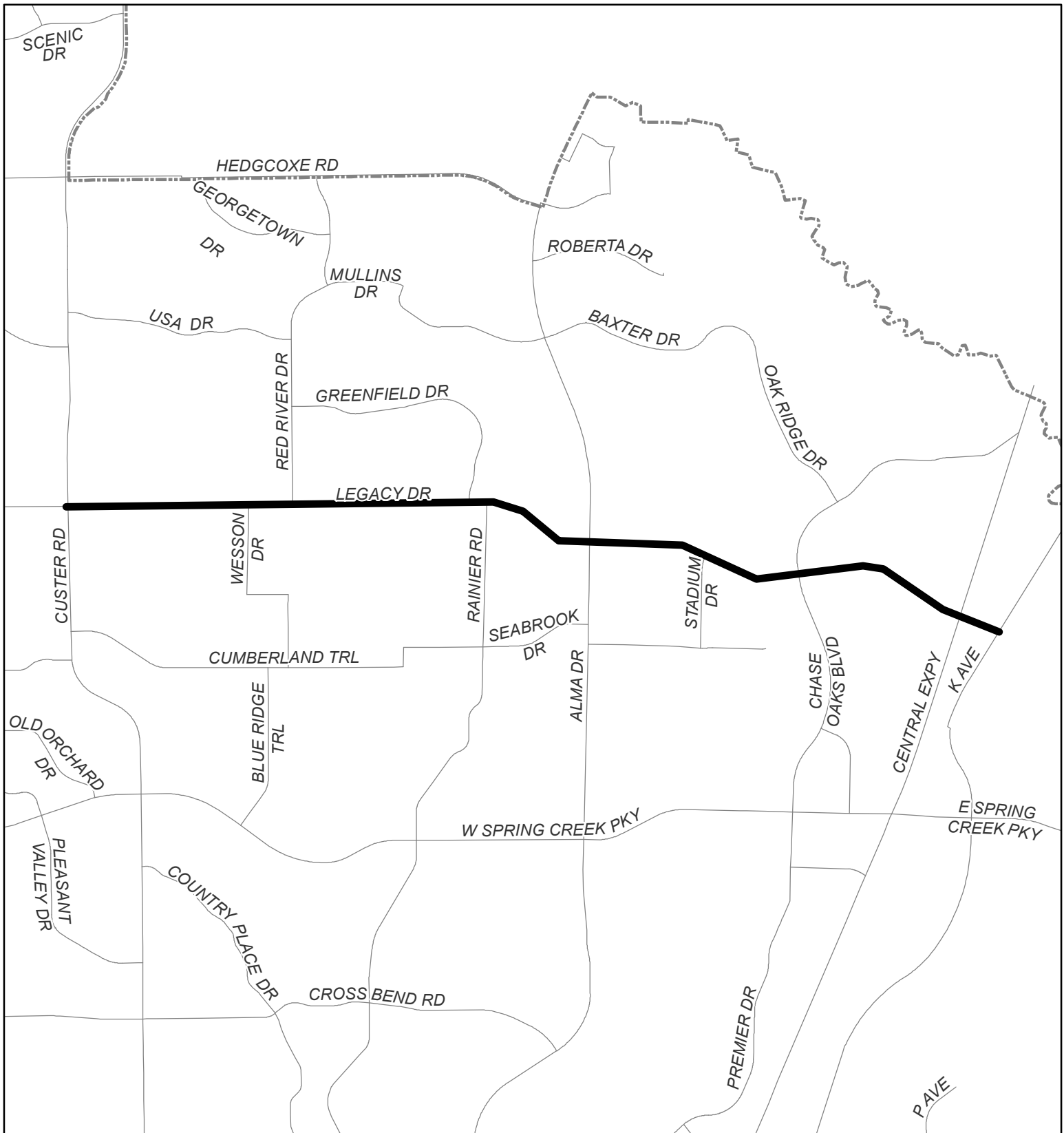
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	6/21/2019	Map



0 950 1,900
Feet

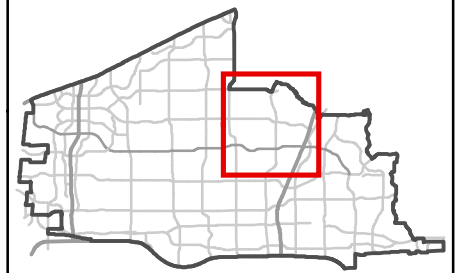
Arterial Pavement Repair Legacy Drive - Custer Road to K Avenue

Project No.6873



City of Plano BI-GIS Division
February 2019

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Stephanie Shaffer

CAPTION

To ratify an increase to the current awarded contract amount of \$835,000 by \$148,000, for a total contract amount of \$983,000, for Park Pond Restoration, Project No. 6862, from IWC Texas, LLC; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2018-0394-B; Change Order No.

1) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	64,690	1,364,676	100,000	1,529,366
Encumbered/Expended Amount	-64,690	-1,189,410	0	-1,254,100
This Item	0	-148,000	0	-148,000
Balance	0	27,266	100,000	127,266

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2018-19 Capital Maintenance Fund Budget. The first change order for the Park Pond Restoration project, in the amount of \$148,000, will leave a current year balance of \$27,266 available for future expenditures for silt removal or other park maintenance projects.

SUMMARY OF ITEM

See Recommendation Memo

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/15/2019	Memo
Location Map	7/15/2019	Map

Date: 7/11/2019

To: Mark D. Israelson, City Manager

Via: Robin Reeves, Director of Parks and Recreation

From: Renée Jordan, Park Planning Manager

Subject: Change Order Number 1, Park Pond Restoration, Project No. 6862

The Park Pond Restoration project included silt removal and off-site disposal at three locations: White Rock, Prairie Meadow and Hoblitzelle. The proposed activities included vacuuming up silt from each pond floor, staging it at each site to dry in dewatering bags, testing the material, hauling it away and disposing of it off site as fill dirt or at a municipal landfill.

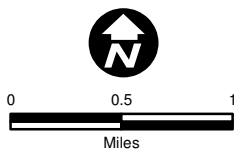
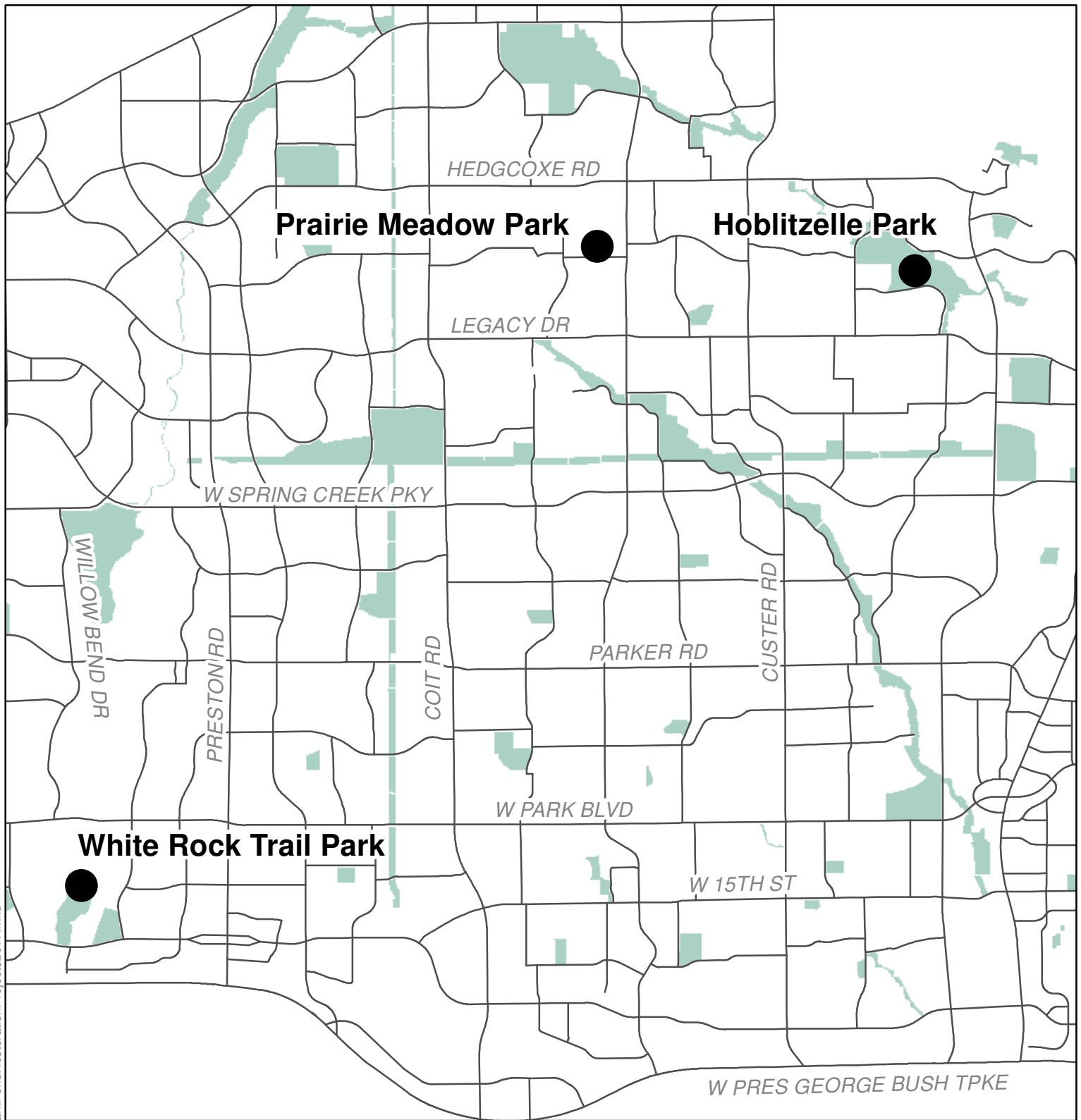
The silt collected at White Rock Trail park was used as fill at another site. However, at Prairie Meadow Park and Hoblitzelle Park, upon material testing and result interpretation, it was determined that the silt collected at these two locations contain heavy metals. The City is required to properly classify and dispose of waste in accordance with state regulations by the Texas Commission on Environmental Quality. Because of the level of heavy metals present in the silt from these two locations, it cannot be disposed of as off-site fill dirt or at a municipal landfill. It must instead go to a non-municipal landfill for disposal.

The project bid was set up to collect two proposals. One proposal was for on-site burial and the other was for off-site disposal as fill dirt or at a municipal landfill without special disposal requirements. The on-site proposal was \$1,908,000. The off-site proposal was \$835,000. Because the on-site burial proposal is not cost effective, the City selected the off-site proposal.

The total value of the project contract is \$835,000. There are no change orders to date. The total of Change Order Number 1 is \$148,000 or 18% of the contract value. Change Order Number 1 includes charges and credits to the contract for the additional costs to haul away material to a non-municipal landfill.

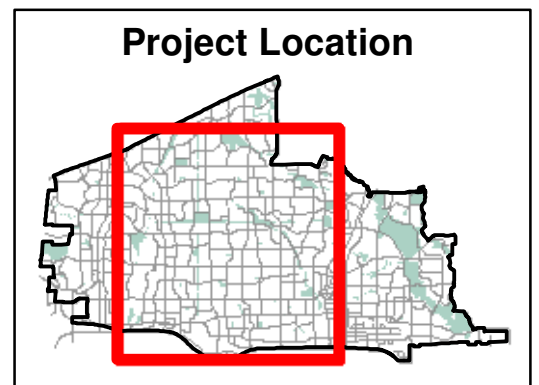
If the modification is not approved, the silt will have to be buried on site. The costs to bury on site are significantly more expensive than disposal at a non-municipal landfill.

TinaB 7/31/2018 L:\worduser\MXDs\Location Maps\ParkPondRestorationProjects2017.mxd



City of Plano Park Planning Division
7/10/2019

Park Pond Restoration Project No. 6862





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Community Services

Department Head: Lori Schwarz

Agenda Coordinator: Nichole Adamo x8135

CAPTION

To approve a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed \$35,150 for the Ending Homelessness Fund under Texas Transportation Code §502.415; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract, giving required assurances, acting in connection with said contract, and providing required information; and providing an effective date. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2018-19 thru 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	139,113	0	139,113
Encumbered/Expended Amount	0	-55,859	0	-55,859
This Item	0	2,929	32,221	35,150
Balance	0	86,183	32,221	118,404

FUND(S): Grant Fund

COMMENTS: This item approves revenues in a total amount not to exceed \$35,150 for the Ending Homeless Fund under Texas Government Code §502.415.

SUMMARY OF ITEM

City of Plano is entitled to receive Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing and Community Affairs (TDHCA) for persons who are homeless or at-risk of homelessness. In fiscal year 2019-20, the City expects to receive new funding for HHSP eligible

activities of approximately \$35,150 in Ending Homelessness (EH) funds. All TDHCA funds must be expended during the state's fiscal year which begins on September 1, 2019 and ends August 31, 2020.

Strategic Plan Goal:

Strong Local Economy, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Memo	7/12/2019	Memo

Date: July 9, 2019

To: Mark D. Israelson, City Manager

From: Shanette Eaden, Housing and Community Services Manager

Subject: Homeless Housing and Services Program

Summary

City of Plano is entitled to receive Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing and Community Affairs (TDHCA) for persons who are homeless or at-risk of homelessness. In fiscal year 2019-20, the City expects to receive HHSP funds in the amount of \$133,789. Additionally, the City expects to receive new funding for HHSP eligible activities of approximately \$35,150 in Ending Homelessness (EH) funds and \$40,956 in HHSP Youth Set-Aside funds. All TDHCA funds must be expended during the state's fiscal year which begins on September 1, 2019 and ends August 31, 2020.

Background

Texas Government Code §2306.2585 allocates State general funds in the form of HHSP to any municipality with a population of 285,000 or more, per the 1 Year American Community Survey (ACS) data. These funds are appropriated annually by the legislature using a formula allocation. These funds may be used for construction, development or procurement of housing for homeless persons; rehabilitation of structures targeted to serving homeless persons or persons at-risk of homelessness; provision of direct services and case management to homeless persons or persons at-risk of homelessness; or, other homelessness-related activity as approved by TDHCA. The City of Plano is one of nine cities that receive these funds. Additional HHSP recipients include the cities of Arlington, Austin, Dallas, El Paso, Houston, San Antonio, Corpus Christi, and Fort Worth. Eligible cities may choose whether to receive the funds directly or give their entitlement allocation to a nonprofit entity to serve as the direct funding recipient with TDHCA in their place.

The City of Plano became an HHSP recipient on September 1, 2018. Using a competitive Request for Proposals process, the City of Plano selected a collaborative application between City House, Inc. and the Assistance Center of Collin County to administer a Rapid Re-Housing Program. City House, Inc. serves as the lead agency for the program and ensures that all program recipients receive the necessary services to become self-sufficient. The program, which began in December 2018, provides financial assistance and case management support to assist Plano's homeless population with obtaining affordable rental housing within Plano city limits. Program participants can receive assistance with security and utility deposits, payment of rental arrears, up to twelve months of rental assistance, ongoing case management, and payment of essential services as needed, such as transportation or childcare. Since the program's inception, the program has assisted 17 individuals obtain housing. As participants exit the program, City House will track housing retention to measure program success.

The City of Plano plans to use the new HHSP funding sources to support its existing Rapid Re-housing program by increasing the level of case management provided to participants and funding a new Housing Navigator position that will specialize in locating rental units, as well as interfacing with property managers and owners who lease to program participants.

TDHCA reimburses the City for expenditures and the City must report monthly on the status of the funds through the State's online contracting system. Any funds remaining at the end of the fiscal year are returned to the State's general fund.

Next Steps

If approved, the City Manager will enter into three contracts with TDHCA for HHSP, HHSP Youth Set-Aside, and EH funds in a total amount not to exceed \$209,895 for the period of September 1, 2019 through August 31, 2020.

xc: Jack Carr, Deputy City Manager
Lori Schwarz, Director of Neighborhood Services



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve an expenditure for a Fire-Rescue Brush Truck in the amount of \$188,391 from Daco Fire Equipment for Fleet Services to be utilized by Fire-Rescue; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	201,500	0	201,500
Encumbered/Expended Amount		0	0	0	0
This Item		0	-188,391	0	-188,391
BALANCE		0	13,109	0	13,109

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted budget to purchase one (1) Fire-Rescue Brush Truck for the scheduled replacement of unit 06431 in Cost Center 552 / Fire. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract No. 2019-0475-X)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/9/2019	Memo

Date: July 3, 2019

To: Mark D. Israelson, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: Fire-Rescue Brush Truck Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Fire-Rescue Brush Truck in the amount of \$188,391.00 from Daco Fire Equipment. This item is available to the City of Plano only through Daco Fire Equipment, who is the sole supplier for the needed apparatus. Daco Fire Equipment has been approved as a sole source.

This unit is a scheduled replacement from Capital Outlay FY18-19 of unit 06431 Fire Truck, Brush in Cost Center 552 Fire. Due to operational demands, it is necessary to purchase at this time.

The purchase of the Fire-Rescue Brush Truck is necessary for the following reasons:

1. This unit is essential to Fire-Rescue's daily operations and is required to maintain current service levels.
2. The old unit is in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above unit.
3. If this unit is not replaced, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older, aging unit will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Stephanie Shaffer

CAPTION

To approve an expenditure for professional Landscape Architect services for Bob Woodruff Southeast Trail Replacement, Project No. 7151, in the amount of \$85,000 from JBI Partners, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19, 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,276,874	1,179,603	650,000	3,106,477
Encumbered/Expended Amount	-1,276,874	-1,081,747	0	-2,358,621
This Item	0	-23,182	-61,818	-85,000
Balance	0	74,674	588,182	662,856

FUND(S): Capital Maintenance Fund

COMMENTS: Funding is available for this item in the 2018-19 and expected in the 2019-20 Capital Maintenance Fund Budget. Construction of the Bob Woodruff Southeast Trail Replacement project, in the amount of \$85,000, will leave a balance of \$662,856 available for future trail repair or other park maintenance project expenditures.

SUMMARY OF ITEM

This design project is for removal and replacement of approximately 0.3-miles of poor concrete recreational trail at Bob Woodruff Park, southeast of Park Boulevard. The trail has been damaged by numerous flooding events, is threatened by adjacent creek erosion, and does not meet current trail

construction standards. The trail is located within the floodplain of Rowlett Creek.

JB I Partners, Inc. is on the list of qualified consultants for Bicycle and Pedestrian Facility Design and Engineering (RFQ 2017-0281-X). The total contract fee is \$85,000, which includes a topographic survey, preliminary design and alignment, construction plans and administrative services during the construction phase of the project, a flood study and FEMA Letter of Map Revision (LOMR) submittal.

The \$85,000 fee is 13.1% of the \$650,000 total project budget for the trail replacement. The fee is consistent with other projects of this size and scope when including the flood study and LOMR submittal.

In the event this expenditure is not approved, the City will not be able to address the nearby erosion encroachment threatening the trail, the drainage issues nor the non-compliant areas of the trail.

Strategic Plan Goal:

Safe Large City, Great Neighborhoods - 1st Choice to Live

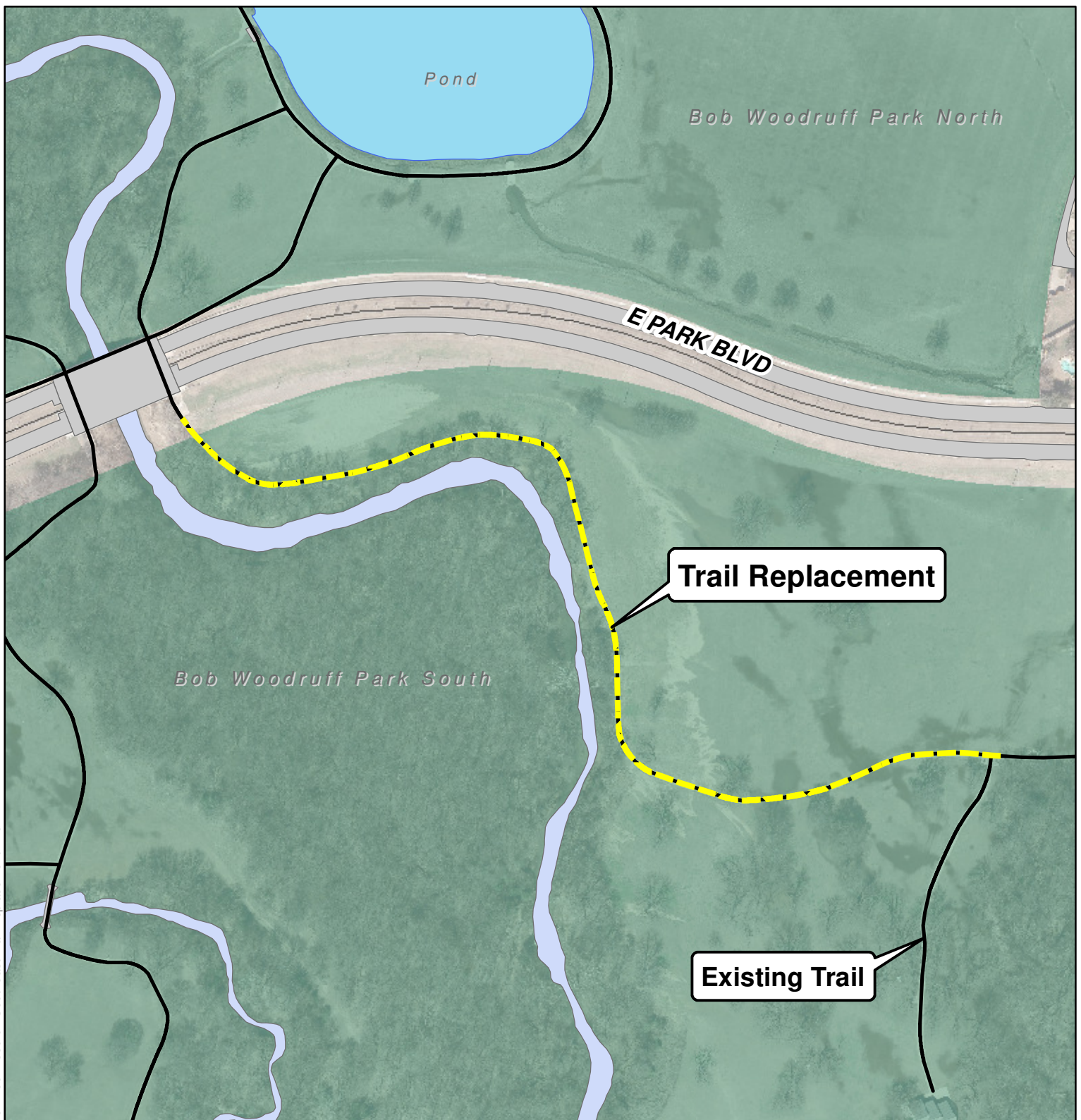
Plano Tomorrow Plan Pillar:

Social Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	6/24/2019	Map

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Feet



City of Plano Park Planning Division
6/18/2019

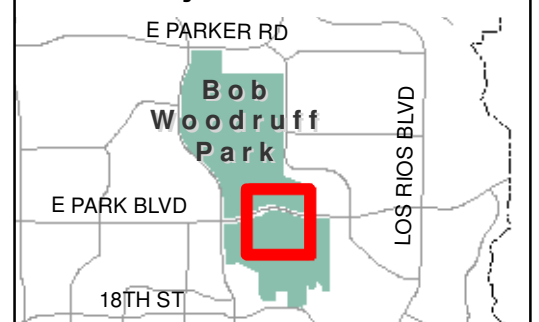
Location Map

Bob Woodruff Southeast Trail Replacement

Project Number: 7151

Page 109

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Stephanie Shaffer

CAPTION

To approve an expenditure for professional engineering services for Indian Creek Tributary No. 13 Study and Shady Creek Circle Bank Stabilization, Project No. 7146, in the amount of \$129,070 from Walter P. Moore and Associates, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19 & 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	45,000	105,000	150,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-36,877	-92,193	-129,070
Balance	0	8,123	12,807	20,930

FUND(S): Municipal Drainage CIP

COMMENTS: Funding for this item is available in the 2018-19 Municipal Drainage CIP and is planned for future years. Professional Services for the Indian Creek Tributary No. 13 Study and Shady Creek Circle Bank Stabilization project, in the amount of \$129,070, will leave an initial project balance of \$20,930 for future drainage project expenditures.

SUMMARY OF ITEM

The Parks and Recreation Department recommends approval of an expenditure in the amount of \$129,070 for professional engineering services from Walter P. Moore and Associates, Inc. for the Indian

Creek Tributary No. 13 Study and Shady Creek Circle Bank Stabilization. The project includes a hydraulic study and construction planning to improve streambank stabilization along a portion of Indian Creek Tributary No. 13 with severe erosion threatening residences in the vicinity of Shady Creek Circle. This project will plan an erosion control structure in that location and confirm that the erosion control structure does not adversely impact stream hydraulics. Walter P. Moore and Associates, Inc. was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2017-0281-X.

The contract fee of \$129,070 includes both special and basic services. The fee, which includes investigations and data collection of existing conditions including Right-of-Entry, field surveying, Easement document preparation, geotechnical engineering, US Army Corps of Engineers Section 404 permitting and documentation, hydraulic and modeling analysis which includes letter of map revision (LOMR), full bidding documents with bid and construction phase services, and Opinion of Probable Construction Cost (OPCC), is typical for a project of this size and scope.

The benefit of this project includes improving stormwater management and mitigating the erosion of the streambank along a portion of the tributary to improve protection of public and private property. If the project is not awarded, further erosion of the streambank will occur endangering property in the vicinity of Shady Creek Circle.

Strategic Plan Goal:

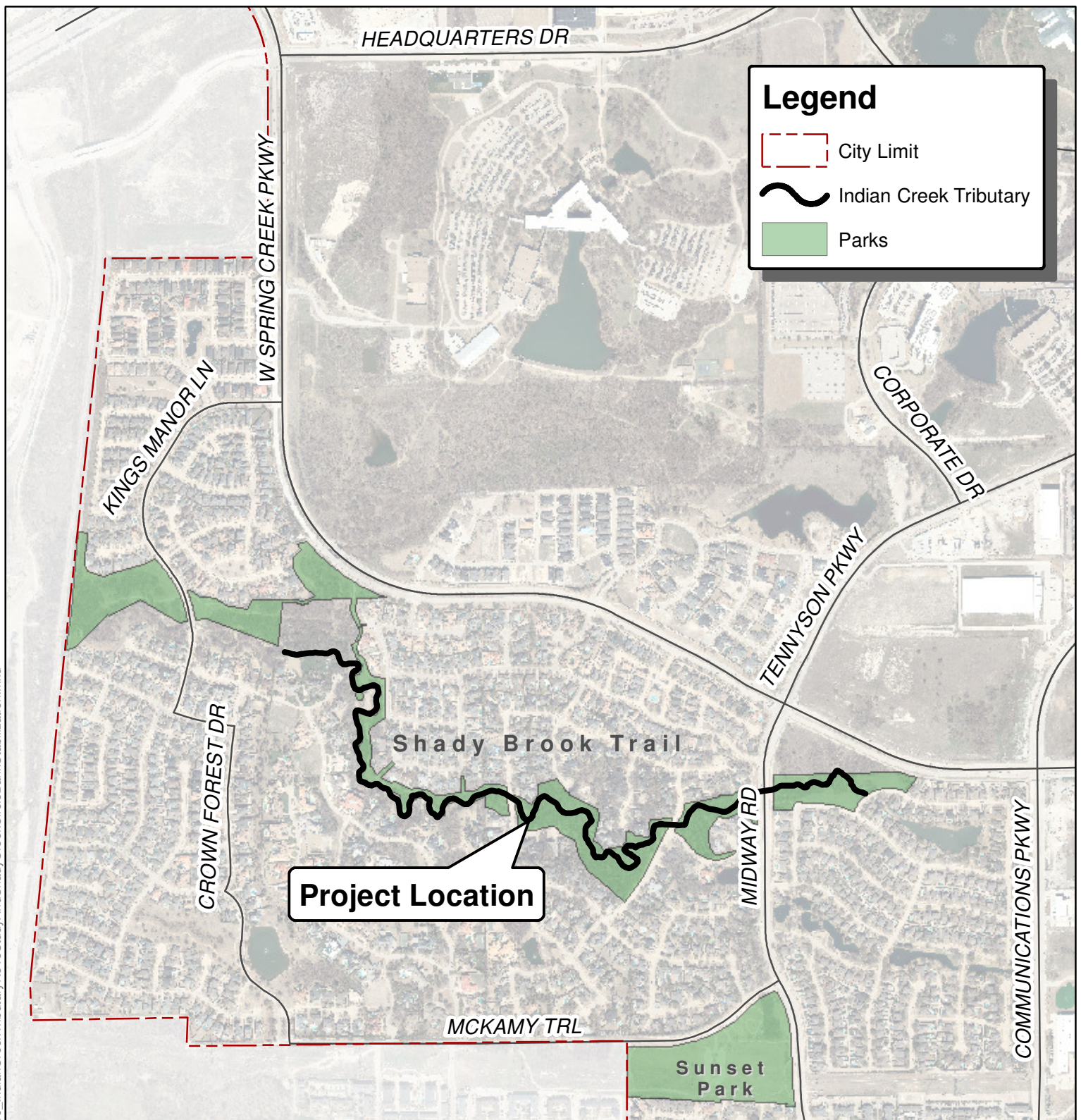
Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

Built Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	6/20/2019	Map



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Miles



City of Plano Park Planning Division
6/5/2019

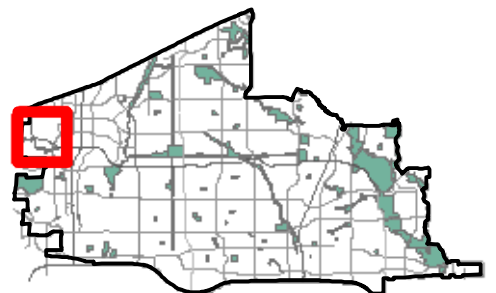
Location Map

Indian Creek Tributary No. 13 Study and Shady Creek Circle Bank Stabilization

Project Number: 7146

Page 112

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Benjamin Petty

CAPTION

To approve an expenditure in the amount of \$29,877 to MuniServices, LLC; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	-29,877	0	-29,877
BALANCE		0	-29,877	0	-29,877

FUND(S): General Fund

COMMENTS: This item approves payment of \$29,877 to Muniservices, LLC. for recovering misallocated sales tax reimbursement owed to the City of Plano totaling \$99,590. Per contract terms, Muniservices, LLC. receives 30% of recovered sales tax collections.

SUMMARY OF ITEM

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(4). (City of Plano Internal Contract No. 2016-0388-X)

See Memo

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Memo	6/28/2019	Memo

Date: July 22, 2019

To: Mark D. Israelson, City Manager

From: Karen Rhodes-Whitley, Budget Director

Subject: MuniServices, LLC Sales Tax Contract Payment

In May 2016, the City of Plano engaged MuniServices, LLC to provide Sales Tax Audit Review services in order to detect, document and correct sales tax misallocations thereby producing previously unrealized revenue for the City. Under the terms of the contract, once discovery of the misappropriated sales tax is documented and paid to the City, a 30% contingency fee is due to MuniServices. Recovery of forty separate entities sales tax collections through the month of March totaling \$99,590 has been documented as paid to the City. This agenda item approves payment of \$29,877 to MuniServices, LLC based on the 30% contingency agreement.

Please let me know if you have any questions.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

To approve a Development Agreement between the City of Plano, Texas and Epic Fresh Marketplace, LLC for the Green Vine Market Project; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	12,537,264	0	12,537,264
Encumbered/Expended Amount	0	0	0	0
This Item	0	-500,000	0	-500,000
Balance	0	12,037,264	0	12,037,264

FUND(S): TIF II Fund

COMMENTS: This development agreement for the Green Vine Market at 18th Street and K Avenue, in the amount of \$500,000 will leave a balance of \$12,037,264 within the TIF II Fund for future expenditures identified in the TIF II Project Plan.

SUMMARY OF ITEM

The agreement will help improve a distressed market and shopping center at the northeast corner of 18th and K Avenue - the northern gateway to Downtown Plano. Please see the attached memorandum for more information.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	7/11/2019	Memo
Agreement	7/11/2019	Agreement

Date: July 9, 2019

To: Mark D. Israelson, City Manager
Jack Carr, Deputy City Manager

From: Peter J. Braster, Director of Special Projects

Subject: Green Vine Market Development Agreement

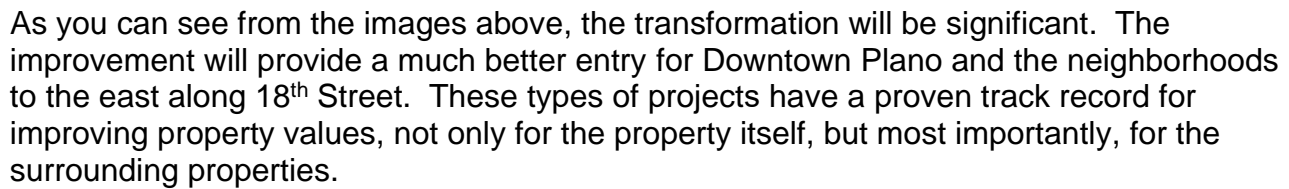
First built in the late 1960's the market has been shuttered for over two years. The market's proprietor will be spending over \$4,000,000 to improve both the interior and exterior of the building. This equates to approximately \$200 per foot for the 20,126 square foot building.

This agreement, which calls for \$500,000 of city participation, will allow the façade to have even greater improvement and provide landscaping that was not even considered nor required. The existing and proposed façade facing K Avenue is shown below:

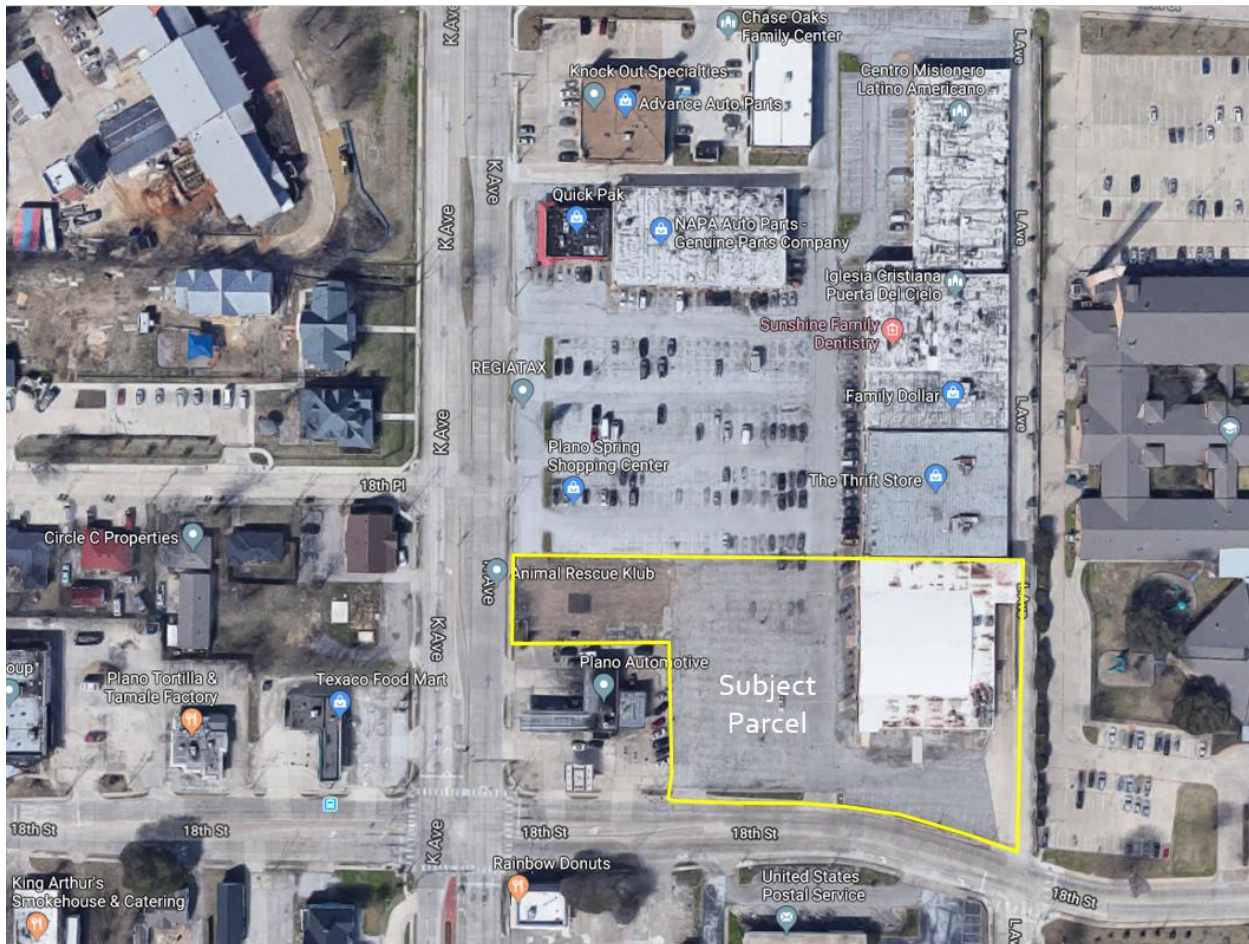


EXISTING ELEVATION





Location Map



DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND EPIC FRESH MARKETPLACE, LLC FOR THE GREEN VINE MARKET PROJECT

This Development Agreement ("Agreement") is entered into by and between the City of Plano, a Texas municipal corporation ("City"), acting by and through its duly authorized officers, and Epic Fresh Marketplace LLC, a Texas limited liability company ("Developer").

RECITALS

WHEREAS, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake a project determined to be necessary or convenient to implement the project plan of a tax increment financing zone and serve its purposes; and

WHEREAS, Developer desires to rehabilitate a site of approximately 2.247± acres located at the southeast corner of 18th Street and K Avenue ("Property") and as shown in Exhibit "A" attached hereto; and

WHEREAS, Developer has proposed the rehabilitation of a long vacant market on the Property in substantial compliance with a site plan and elevations prepared by Developer attached hereto as Exhibit "B" ("Plan" or "Development"); and

WHEREAS, Developer's proposed development is located in Tax Increment Financing Zone District No. 2 ("TIF 2") and is in keeping with the intent of that reinvestment zone to promote sound growth; and

WHEREAS, a portion of the proposed improvements shown in the Plan are to be funded through the revenue derived by TIF 2 in accordance with the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, to promote development and redevelopment in the area through the use of tax increment financing; and

WHEREAS, the portion of the improvements that will be funded through TIF 2 revenue are identified in the current *Project Plan and Financing Plan* for TIF 2 under General Category Allocations (economic development projects, demolition and hazard abatement; and streets, utilities and landscaping), for which at least Five Hundred Thousand Dollars (\$500,000) has been budgeted; and

WHEREAS, the termination date for TIF 2 is December 31, 2029; and

WHEREAS, Developer's proposed development is consistent with the goals and objectives as set forth in the Downtown Plano Vision and Strategy Update, adopted by the City Council by Resolution No. 2013-2-20(R), dated February 25, 2013; and

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

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEVELOPER'S OBLIGATIONS

- A. Prior to receiving any funding from the City as authorized by this Agreement, Developer shall:
1. Obtain approval of a site plan for a market (the "Development");
 2. Provide documentation to the reasonable satisfaction of the City of financial ability to complete the obligations under this Agreement in the form of a letter from lenders providing financing for the Development or proof of ownership of the Property and verification of financing;
 3. Obtain all necessary City permits to begin construction of the Development and begin construction of the Development no later than June 30, 2020; Construction shall be deemed to have begun when Developer commences work (i.e., interior demolition, exterior modifications, etc.) on the Property;
 4. Complete the design, construction, and installation of the private improvements comprising the Development, at its sole cost and expense, and which when completed shall have a private investment value (land and improvements) of not less than Four Million Dollars (\$4,000,000.00);
 5. Complete the design, construction, and installation of all improvements and façade rehabilitation described in Exhibit "C" attached hereto (the "Improvements.") The Improvements shall be designed, constructed and installed in a good and workmanlike manner in accordance with all applicable laws, statutes and ordinances, rules and regulations of the City and any other governmental authority having jurisdiction, including, without limitation, Building Code, the City Code of Ordinances and the City Zoning and Subdivision Ordinances. The Improvements shall be substantially completed on or before June 30, 2021;and
 6. After final inspection by the Building Inspections Department and a visual inspection by the Director of Special Projects or his designee, request payment from the City in writing. Payments shall include all supporting documentation that may be reasonably requested by the City.

SECTION 2. CITY'S OBLIGATIONS

- A. The City shall perform the following obligations:
1. Pay an amount not to exceed Five Hundred Thousand Dollars (\$500,000) upon Developer's completion of all of the requirements in Section 1(A) above and after receipt of Developer's written request for payment. Reimbursement to the Developer for "Project Costs" (as defined hereinafter) will occur after final inspection of the Improvements by the City in accordance with Section 1.A.5 and 1.A.6 . However, such reimbursement shall exclude "Overhead Costs" (as defined hereinafter).
 2. "Project Costs" means actual construction and/or installation costs for Improvements, including but not limited to the construction of, paving, lighting, landscape, hardscape and other improvements required by the City, both on-site and off-site, that are described or

specified on the project plans approved by the City in the not to exceed amount of \$500,000; and

3. "Overhead Costs" means:

- i. overhead and management fees of Developer;
- ii. financing charges;
- iii. marketing costs;
- iv. legal fees; and
- v. payments made to entities affiliated with or related to Developer to the extent such payments made to entities affiliated with or related to Developer do not exceed what is reasonable and customary for such services.

- B. All payments for Improvement reimbursement to Developer under this subsection shall be payable solely from TIF 2 funds as provided by law and shall not be payable from the City's general fund or any other City fund unrelated to TIF 2 funds;
- C. The Property is located within a Neighborhood Empowerment Zone. Therefore, in addition to the reimbursements provided for in Subsection (A) above, the Development is eligible for all fee waivers as defined in Resolution No. 2017-1-1(R). All applicable building permits, contractor registrations and licensing must be obtained prior to the commencement of any construction work.

SECTION 3. DESIGN AND CONSTRUCTION

- A. Design management for the Improvements and the Development will be provided by Developer's designated licensed architect and/or a licensed civil engineer for the Development, or such other party as shall be mutually agreed to by the parties to this Agreement.
- B. Developer shall obtain all required local, state and federal governmental approvals and permits required for construction of the Improvements.
- C. Developer shall require its general contractor to procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of the construction of the Improvements at the Property. Developer shall provide their general contractor's signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Improvements and naming the City of Plano as additional insured.
- D. Developer shall procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of this Agreement. Developer shall provide their signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Improvements and naming the City of Plano as additional insured.
- E. Upon completion of the Improvements, Developer shall provide a maintenance bond as provided in the form on attached Exhibit "E" in an amount mutually and reasonably agreed between the City and Developer.

- F. Except as provided herein, all project designs, drawings, site plans and other documents produced by Developer in connection with the Development, including those attached to this Agreement, shall remain the property of Developer. Developer understands that the documents may be public records subject to the Texas Public Information Act.

SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE

Should Developer fail to complete installation of the Improvements by the date specified in Section 1.A.5. of this Agreement, the City shall have no obligation to expend funds to reimburse the Developer for partial completion of the Improvements or to complete the Improvements.

SECTION 5. FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the commencement, progress and/or completion of the construction of the Development contemplated hereunder is delayed by reason by war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities; fire or other casualty; court injunction; necessary condemnation proceedings; or acts of the other party, its affiliates/related entities and/or their contractors, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

SECTION 6. TERM

The term of this Agreement shall begin on the date of execution and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement but in no event later than December 31, 2021. The City Manager or his designee shall have the authority to extend, in writing, the commencement and completion dates, and all other deadlines contained within the Agreement for an additional period of one year.

SECTION 7. AUTHORITY OF DEVELOPER

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

SECTION 8. EVENTS OF DEFAULT

A default shall exist if any of the following occurs:

1. Either party fails to perform or observe any material covenant contained in this Agreement.
2. Developer becomes delinquent on ad valorem taxes owed to the City, or any other Collin County taxing unit, provided that Developer retains the right to timely and properly protest and/or contest any such taxes and during the pendency of such proceedings such taxes shall not be deemed delinquent.

A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

SECTION 9. REMEDIES

The defaulting party shall have thirty (30) days to cure after receiving written notice of default from a party. If a default shall continue after the thirty (30) days' notice to cure the default, the non-defaulting party may, at its option, terminate the Agreement and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law without the necessity of further notice to or demand upon the defaulting party. However, the non-defaulting party may, at its option, provide written extension for additional time to cure if the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that the defaulting party has commenced to cure such default within 30 days following the original notice.

SECTION 10. BANKRUPTCY

In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the City within three (3) business days of such event. Bankruptcy shall place Developer in immediate default with the terms and conditions of this Agreement.

SECTION 11. INDEMNIFICATION

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

AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH DEVELOPER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

SECTION 12. AFFIDAVIT OF NO PROHIBITED INTEREST

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

SECTION 13. NOTICES

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

If intended for City, to:

City of Plano
Attention: City Manager
PO Box 860358
Plano, Texas 75086-0358

If intended for Developer, to:

Epic Fresh Marketplace, LLC
Attention: Nedal Hammad
1804 K Avenue
Plano, Texas 75074

SECTION 14. WRITTEN NOTICES AND APPROVALS REQUIRED

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or whenever the City or Developer is required to agree or to take some action

at the request of the other, such request, demand, approval, notice or consent, or agreement shall be in writing. Approval by City, unless otherwise provided herein, shall be by the City Manager or his designated representative and approval by Developer shall be by the CEO, CFO or Vice President or any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and either party hereto shall be authorized to act in reliance upon any such request, demand, approval, notice or consent, or agreement.

SECTION 15. GIFT TO PUBLIC SERVANT

- A. City may terminate this Agreement immediately if Developer has knowingly offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.
- B. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- C. Notwithstanding any other legal remedies, City may require Developer to remove any employee of Developer from the development of the Improvements who has violated the restrictions of this section or any similar state or federal law, and City may obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 16. COMPLIANCE WITH EQUAL RIGHTS ORDINANCE

Developer agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

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

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

(f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;

(g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;

(h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or

(i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;

(j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;

(k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

(l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

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

Developer also understands that it is entitled to apply to the City Manager for a waiver from the Equal Rights Ordinance’s application to its business if applying it would conflict with state or federal law. During the review of the waiver request, the Agreement will be placed on hold.

SECTION 17. CERTIFICATION

Developer certifies that it does not and will not boycott Israel during the term of this Contract. Developer has executed the Certification, attached and incorporated herein as Exhibit “G”.

SECTION 18. APPLICABLE LAWS

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

SECTION 19. VENUE AND GOVERNING LAW

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

SECTION 20. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 21. COUNTERPARTS

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

SECTION 22. CAPTIONS

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

SECTION 23. SUCCESSORS AND ASSIGNS

- A. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned without the prior consent of Developer and the City of Plano City Council, which approvals shall not be unreasonably withheld.
- B. An assignment or delegation of this Agreement to an Affiliate of Developer shall not require City Council approval and shall not result in a breach of the Agreement if the Affiliate of Developer expressly assumes all of the obligations of Developer under this Agreement for the balance of the term of this Agreement and provides evidence establishing the relationship between Developer and an Affiliate. Developer shall notify the City in writing, however, within 30 days of such assignment. "Affiliate", as used herein, includes any parent, sister, partner, joint venturer, equity investor or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited). Upon such assignment, Developer shall be released from all liability hereunder. Additionally, collateral assignment of this Agreement by Developer in connection with its financing of the Development shall not require City Council approval and shall not result in a breach of this Agreement so long as all obligations of Developer herein are included in such assignment.

SECTION 24. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto with respect to the Property, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. This Agreement is the complete and final understanding and agreement between Developer and the City with respect to the Property. Except as otherwise provided herein the agreement cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

SECTION 25. INCORPORATION OF RECITALS

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

EXECUTED on the _____ day of _____, 2019, by City, signing by and through its City Manager.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: _____
Mark D. Israelson, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2019, by Mark D. Israelson, City Manager, of **CITY OF PLANO, TEXAS**, a home rule municipal corporation.

Notary Public, State of Texas

My Commission Expires: _____

Epic Fresh Marketplace, LLC

By: _____
Nedal Hammad, _____(title)

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2019,
by Nedal Hammad, _____ of **Epic Fresh Marketplace, LLC**, a Texas limited liability
company.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

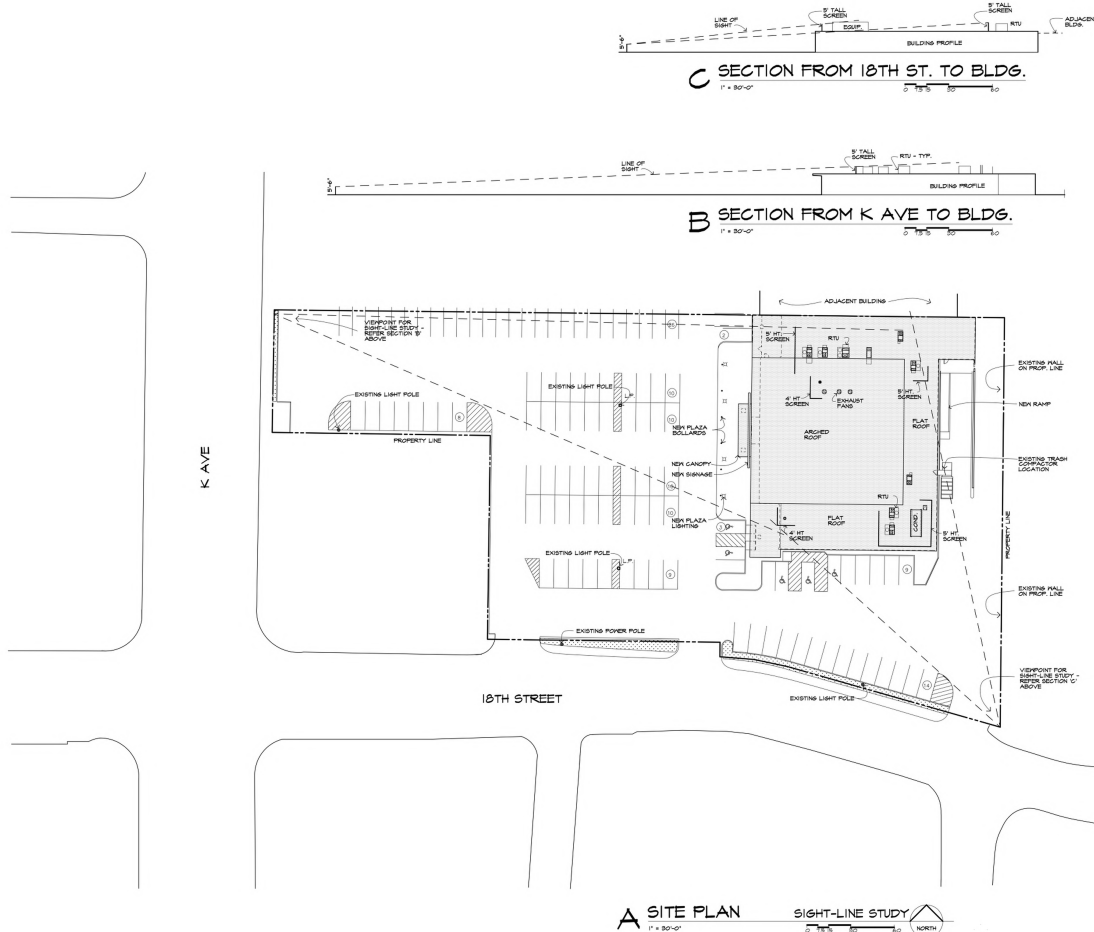
Legal Description

Abs A0073 Sanford Beck Survey, Tract 4, 2.2474 Acres.

1804 K Avenue, Plano Texas 75074

EXHIBIT B

SITE PLAN



Green Vine Market
BUILDING REMODEL
CITY OF PLANO, COLORADO, TEXAS
EPIC FRESH MARKET, L.L.C.
0.001

Architects Collective
4000 EAST BELL STREET SUITE 100
TULSA, OKLAHOMA 74105
(918) 462-2807

NOTE TO OWNER:
THIS PLAN AND SPECIFICATIONS ARE SUBJECT TO THE CITY OF PLANO'S REVIEW AND APPROVAL. THE CITY OF PLANO'S REVIEW AND APPROVAL DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF PLANO'S REVIEW AND APPROVAL DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

DATE: 4/25/18
REVISED: 4/24/18

SHEET TITLE: **SIGHT-LINE STUDY**

CITY PROJECT: P18019-025
PLANO NORTH SHOPPING
CENTER ADDITION
LOT 1, BLOCK 1

FAÇADE



EXHIBIT C

Description and Cost Estimates of Improvements

SUMMARY DESCRIPTION AND CONSTRUCTION COST ALLOWANCE OF IMPROVEMENTS

Improvements costing up to Five Hundred Thousand Dollars (\$500,000) are comprised of the following scope items:

- Façade improvements to the west and south facing facades. All as depicted in Exhibit B and in conformance with all City regulations.

EXHIBIT D

Contractor's and Developer's Insurance Requirements

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

EXHIBIT E

Maintenance Bond

STATE OF TEXAS

COUNTY OF COLLIN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, _____.

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____

TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____

TITLE: _____

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

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

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

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

EXHIBIT F

Affidavit of No Prohibited Interest

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

A. No Prohibited Interest

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

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

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

B. Equal Rights Compliance

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

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

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

- protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
 - (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
 - (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
 - (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
 - (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
 - (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
 - (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
 - (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Company Name

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

Notary Public, State of Texas

EXHIBIT G

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

Company Name: _____
SIGNED BY: _____
Print Name & Title: _____
Date Signed: _____

The following definitions apply to this state statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company for contracts of goods or services (which includes contracts formed through purchase orders) over \$50,000.

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CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Library

Department Head: Libby Holtmann

Agenda Coordinator: Linda Wilson

CAPTION

To approve an Interlocal Cooperation Agreement between the City of Plano and Plano ISD for the Head Start Program; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

Plano Public Library (PPL) staff will visit Plano ISD (PISD) Head Start weekly throughout the school year to provide educational literacy-focused reading-readiness programs. In May, PISD Head Start students will visit the Harrington Public Library for reading readiness and tour of the facility. At the end of May, PISD Head Start will send home information regarding PPL summer programs. The PISD Head Start Program provides students and families the opportunity to engage in PPL activities and allows PPL to reach diverse audiences and extend its capacity to provide information and resources.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Interlocal Cooperation Agreement	7/1/2019	Agreement

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND
THE PLANO INDEPENDENT SCHOOL DISTRICT

This Interlocal Cooperation Agreement for reimbursement ("Agreement") is entered into by and between the Plano Independent School District ("PISD"), a political subdivision of the State of Texas and the City of Plano, Texas ("City"), a Home-Rule Municipal Corporation, referred to individually as "party" and collectively as the "parties".

WITNESSETH:

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

WHEREAS, the Act provides authority for entities such as PISD and City to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, the PISD Head Start Program provides students and families a quality education, health services, and skills to improve their quality of life ("Program"); and

WHEREAS, the Program is beneficial to both parties as the students and families will have the opportunity to engage in City Library activities and the City Library will have opportunities to reach diverse audiences and extend its capacity to provide vital information and resources; and

WHEREAS, PISD and City have current revenues available to satisfy the fees and/or expenses, if any, incurred pursuant to this Agreement; and

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

I.
TERM

The initial term of this Agreement shall be a period of twelve (12) months commencing upon the effective date hereof, unless sooner terminated as provided in **Section V. TERMINATION** herein. This Agreement shall automatically renew each year on the Effective Date (each a "Renewal Term") for up to four (4) additional twelve (12) month periods, unless sooner terminated as provided in **Section V. TERMINATION** herein.

II.
CITY ROLES AND RESPONSIBILITIES

- a. City Library staff will visit PISD Head Start, located at 1600 Rigsbee Drive, Plano, Texas, weekly throughout the school year (September through May) to provide the following activities: storytimes and/or puppet shows.

**III.
PISD ROLES AND RESPONSIBILITIES**

- a. In May, PISD Head Start students will visit the Harrington Public Library, located at 1501 18th Street, Plano, Texas, for a storytime, puppet show, and tour of the Library facility.
- b. At the end of May, PISD Head Start will send home information regarding the City Public Library System's summer programs.

**IV.
FEES; APPROPRIATION**

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

**V.
TERMINATION**

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

**VI.
RELEASE AND HOLD HARMLESS**

To the extent authorized by the constitution and laws of the state of Texas, PISD agrees to be responsible for its own acts of negligence and City, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this agreement for any of its activities or from any act or omission of any employee or invitee of PISD or City.

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

**VII.
NOTICE**

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

If to PISD, to:

Plano Independent School District
PISD Head Start Program
1600 Rigsbee Drive
Plano, Texas 75074

If to City, to:

City of Plano
Harrington Library
1501 18th Street
Plano, Texas, 75074

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

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. City has executed this Agreement pursuant to duly authorized action of the Plano City Council. PISD has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**IX.
SEVERABILITY**

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

**X.
VENUE**

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

**XI.
INTERPRETATION OF AGREEMENT**

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

**XII.
REMEDIES**

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

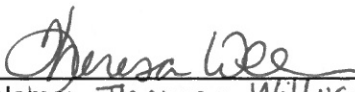
**XIII.
SUCCESSORS AND ASSIGNS**

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

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

PLANO INDEPENDENT SCHOOL DISTRICT

Date: 5-22-2019

By: 
Name: Theresa Williams
Title: Chief Operating Officer K18

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

INTERLOCAL AGREEMENT

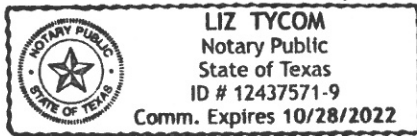
Z:\CONTRACTS\Interlocal Agreements (791)\ILA - PISD Head Start Program.docx (05/02/19 JKW)

Page 4

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 22 day of May, 2019, by Theresa Williams, (Authorized representative) Chief Operating Officer of PLANO INDEPENDENT SCHOOL DISTRICT.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2019, by **MARK D. ISRAELSON**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, ext 2538

CAPTION

Resolution No. 2019-7-1(R): To repeal Resolution No. 2010-2-8(R) regarding the creation, appointment, terms, rules and guidelines of the Plano Photographic Traffic Signal Advisory Committee; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

See attached memo.


Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
RLC Repeal Resolution Memo	7/16/2019	Memo
RLC Committee Resolution	7/12/2019	Resolution

Date: July 11, 2019
To: Mark D. Israelson, City Manager
From: Gregory W. Rushin, Chief of Police 
Subject: Request of Council to Repeal Resolution No. 2010-2-8(R)

On February 8, 2010, the City Council established the Plano Photographic Traffic Signal Advisory Committee by Resolution No. 2010-2-8(R).

The Plano Photographic Traffic Signal Advisory Committee was required under the Texas Transportation Code Section 707.003 to create a citizen advisory committee to advise the Plano City Council on the installation and operation of a photographic traffic signal enforcement system, Photographic Traffic Signal Enforcement Program and was required by Texas State law.

On June 2, 2019, Governor Greg Abbott signed House Bill 1631 which immediately prohibited the use of a traffic signal enforcement system. House Bill 1631 repealed the statute that allowed the use of a traffic signal enforcement system and required the creation of a citizen advisory committee. Therefore, we request the Plano City Council repeal Resolution No. 2010-2-8(R) in its entirety.

A Resolution of the City of Plano, Texas repealing Resolution No. 2010-2-8(R) regarding the creation, appointment, terms, rules and guidelines of the Plano Photographic Traffic Signal Advisory Committee; and providing an effective date.

WHEREAS, on February 8, 2010, the City Council established the Plano Photographic Traffic Signal Advisory Committee by Resolution No. 2010-2-8(R); and

WHEREAS, the 86th Texas Legislature repealed the statute that allowed the use of a traffic signal enforcement system and required the creation of a citizen advisory committee; and

WHEREAS, the City Council finds the Plano Photographic Traffic Signal Advisory Committee should be dissolved and Resolution No. 2010-2-8(R) should be repealed.

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

Section I. The City Council hereby repeals Resolution No. 2010-2-8(R) in its entirety.

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

DULY PASSED AND APPROVED this the 22nd day of July, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Community Services

Department Head: Lori Schwarz

Agenda Coordinator: Nichole Adamo x8135

CAPTION

Resolution No. 2019-7-2(R): To approve a contract with the Texas Department of Housing and Community Affairs in an amount not to exceed \$133,789 for the Homeless Housing and Services Program under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2018-19 thru 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	139,113	0	139,113
Encumbered/Expended Amount	0	-55,859	0	-55,859
This Item	0	14,865	118,924	133,789
Balance	0	98,119	118,924	217,043

FUND(S): Grant Fund

COMMENTS: This item approves revenues in a total amount not to exceed \$133,789 for the Homeless Housing and Services Program under Texas Government Code §2306.2585.

SUMMARY OF ITEM

City of Plano is entitled to receive Homeless Housing and Services Program (HHSP) funds from the

Texas Department of Housing and Community Affairs (TDHCA) for persons who are homeless or at-risk of homelessness. In fiscal year 2019-20, the City expects to receive HHSP funds in the amount of \$133,789. All TDHCA funds must be expended during the state's fiscal year which begins on September 1, 2019 and ends August 31, 2020.

Strategic Plan Goal:

Strong Local Economy, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Memo	7/12/2019	Memo
Resolution	7/11/2019	Resolution

Date: July 9, 2019

To: Mark D. Israelson, City Manager

From: Shanette Eaden, Housing and Community Services Manager

Subject: Homeless Housing and Services Program

Summary

City of Plano is entitled to receive Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing and Community Affairs (TDHCA) for persons who are homeless or at-risk of homelessness. In fiscal year 2019-20, the City expects to receive HHSP funds in the amount of \$133,789. Additionally, the City expects to receive new funding for HHSP eligible activities of approximately \$35,150 in Ending Homelessness (EH) funds and \$40,956 in HHSP Youth Set-Aside funds. All TDHCA funds must be expended during the state's fiscal year which begins on September 1, 2019 and ends August 31, 2020.

Background

Texas Government Code §2306.2585 allocates State general funds in the form of HHSP to any municipality with a population of 285,000 or more, per the 1 Year American Community Survey (ACS) data. These funds are appropriated annually by the legislature using a formula allocation. These funds may be used for construction, development or procurement of housing for homeless persons; rehabilitation of structures targeted to serving homeless persons or persons at-risk of homelessness; provision of direct services and case management to homeless persons or persons at-risk of homelessness; or, other homelessness-related activity as approved by TDHCA. The City of Plano is one of nine cities that receive these funds. Additional HHSP recipients include the cities of Arlington, Austin, Dallas, El Paso, Houston, San Antonio, Corpus Christi, and Fort Worth. Eligible cities may choose whether to receive the funds directly or give their entitlement allocation to a nonprofit entity to serve as the direct funding recipient with TDHCA in their place.

The City of Plano became an HHSP recipient on September 1, 2018. Using a competitive Request for Proposals process, the City of Plano selected a collaborative application between City House, Inc. and the Assistance Center of Collin County to administer a Rapid Re-Housing Program. City House, Inc. serves as the lead agency for the program and ensures that all program recipients receive the necessary services to become self-sufficient. The program, which began in December 2018, provides financial assistance and case management support to assist Plano's homeless population with obtaining affordable rental housing within Plano city limits. Program participants can receive assistance with security and utility deposits, payment of rental arrears, up to twelve months of rental assistance, ongoing case management, and payment of essential services as needed, such as transportation or childcare. Since the program's inception, the program has assisted 17 individuals obtain housing. As participants exit the program, City House will track housing retention to measure program success.

The City of Plano plans to use the new HHSP funding sources to support its existing Rapid Re-housing program by increasing the level of case management provided to participants and funding a new Housing Navigator position that will specialize in locating rental units, as well as interfacing with property managers and owners who lease to program participants.

TDHCA reimburses the City for expenditures and the City must report monthly on the status of the funds through the State's online contracting system. Any funds remaining at the end of the fiscal year are returned to the State's general fund.

Next Steps

If approved, the City Manager will enter into three contracts with TDHCA for HHSP, HHSP Youth Set-Aside, and EH funds in a total amount not to exceed \$209,895 for the period of September 1, 2019 through August 31, 2020.

xc: Jack Carr, Deputy City Manager
Lori Schwarz, Director of Neighborhood Services

A Resolution of the City of Plano, Texas, approving a contract with the Texas Department of Housing and Community Affairs in an amount not to exceed \$133,789 for the Homeless Housing and Services Program under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; and providing an effective date.

WHEREAS, the City of Plano (the “City”) is eligible to receive funds under the Homeless Housing and Services Program from the Texas Department of Housing and Community Affairs (the “Department”) in the amount of \$133,789 based on the 2019 Texas Department of Housing and Community Affairs allocations for eligible cities; and

WHEREAS, the City wishes to enter into a contract with the Department in an amount not to exceed \$133,789 for the Homeless Housing and Services Program under Texas Government Code §2306.2585 for construction, development or procurement of housing for homeless persons; rehabilitation of structures targeted to serving homeless persons or persons at-risk of homelessness; provision of direct services and case management to homeless persons or persons at-risk of homelessness; or, other homelessness-related activity as approved by the Department; and

WHEREAS, it is in the public interest of the citizens of the City of Plano that the City enter into a contract with the Department for such funding.

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

SECTION I. The City Manager, or his authorized designee, is hereby authorized to enter into a contract with the Department in the amount of up to \$133,789 for Homeless Housing and Services Program funds under Section 2306.2585 of the Texas Government Code, on behalf of the City for the purpose of construction, development or procurement of housing for homeless persons; rehabilitation of structures targeted to serving homeless persons or persons at-risk of homelessness; provision of direct services and case management to homeless persons or persons at-risk of homelessness; or, other homelessness-related activity as approved by the Department; and to provide assurances, act in connection with the contract, and provide information as may be required.

SECTION II. The City Manager is hereby designated as the Chief Executive Officer and authorized representative of the City of Plano, Texas, for the purpose of acting in connection with the contract and providing such additional information and assurances as may be required.

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

DULY PASSED AND APPROVED THIS THE 22ND DAY OF JULY, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Community Services

Department Head: Lori Schwarz

Agenda Coordinator: Nichole Adamo x8135

CAPTION

Resolution No. 2019-7-3(R): To approve a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed \$40,956 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: FY 2018-19 thru 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	139,113	0	139,113
Encumbered/Expended Amount	0	-55,859	0	-55,859
This Item	0	3,413	37,543	40,956
Balance	0	86,667	37,543	124,210

FUND(S): Grant Fund

COMMENTS: This item approves revenues in a total amount not to exceed \$40,956 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585.

SUMMARY OF ITEM

City of Plano is entitled to receive Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing and Community Affairs (TDHCA) for persons who are homeless or at-risk

of homelessness. In fiscal year 2019-20, the City expects to receive \$40,956 in HHSP Youth Set-Aside funds. All TDHCA funds must be expended during the state's fiscal year which begins on September 1, 2019 and ends August 31, 2020.

Strategic Plan Goal:

Strong Local Economy, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Memo	7/12/2019	Memo
Resolution	7/11/2019	Resolution

Date: July 9, 2019

To: Mark D. Israelson, City Manager

From: Shanette Eaden, Housing and Community Services Manager

Subject: Homeless Housing and Services Program

Summary

City of Plano is entitled to receive Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing and Community Affairs (TDHCA) for persons who are homeless or at-risk of homelessness. In fiscal year 2019-20, the City expects to receive HHSP funds in the amount of \$133,789. Additionally, the City expects to receive new funding for HHSP eligible activities of approximately \$35,150 in Ending Homelessness (EH) funds and \$40,956 in HHSP Youth Set-Aside funds. All TDHCA funds must be expended during the state's fiscal year which begins on September 1, 2019 and ends August 31, 2020.

Background

Texas Government Code §2306.2585 allocates State general funds in the form of HHSP to any municipality with a population of 285,000 or more, per the 1 Year American Community Survey (ACS) data. These funds are appropriated annually by the legislature using a formula allocation. These funds may be used for construction, development or procurement of housing for homeless persons; rehabilitation of structures targeted to serving homeless persons or persons at-risk of homelessness; provision of direct services and case management to homeless persons or persons at-risk of homelessness; or, other homelessness-related activity as approved by TDHCA. The City of Plano is one of nine cities that receive these funds. Additional HHSP recipients include the cities of Arlington, Austin, Dallas, El Paso, Houston, San Antonio, Corpus Christi, and Fort Worth. Eligible cities may choose whether to receive the funds directly or give their entitlement allocation to a nonprofit entity to serve as the direct funding recipient with TDHCA in their place.

The City of Plano became an HHSP recipient on September 1, 2018. Using a competitive Request for Proposals process, the City of Plano selected a collaborative application between City House, Inc. and the Assistance Center of Collin County to administer a Rapid Re-Housing Program. City House, Inc. serves as the lead agency for the program and ensures that all program recipients receive the necessary services to become self-sufficient. The program, which began in December 2018, provides financial assistance and case management support to assist Plano's homeless population with obtaining affordable rental housing within Plano city limits. Program participants can receive assistance with security and utility deposits, payment of rental arrears, up to twelve months of rental assistance, ongoing case management, and payment of essential services as needed, such as transportation or childcare. Since the program's inception, the program has assisted 17 individuals obtain housing. As participants exit the program, City House will track housing retention to measure program success.

The City of Plano plans to use the new HHSP funding sources to support its existing Rapid Re-housing program by increasing the level of case management provided to participants and funding a new Housing Navigator position that will specialize in locating rental units, as well as interfacing with property managers and owners who lease to program participants.

TDHCA reimburses the City for expenditures and the City must report monthly on the status of the funds through the State's online contracting system. Any funds remaining at the end of the fiscal year are returned to the State's general fund.

Next Steps

If approved, the City Manager will enter into three contracts with TDHCA for HHSP, HHSP Youth Set-Aside, and EH funds in a total amount not to exceed \$209,895 for the period of September 1, 2019 through August 31, 2020.

xc: Jack Carr, Deputy City Manager
Lori Schwarz, Director of Neighborhood Services

A Resolution of the City of Plano, Texas, approving a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed \$40,956 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; and providing an effective date.

WHEREAS, the City of Plano (the “City”) is eligible to receive funds under the Homeless Housing and Services Program Youth Set-Aside from the Texas Department of Housing and Community Affairs (the “Department”) in the total amount of \$40,956 based on the 2019 Texas Department of Housing and Community Affairs allocations for eligible cities; and

WHEREAS, the City wishes to enter into a contract with the Department in an amount not to exceed \$40,956 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585 for construction, development or procurement of housing for homeless youth; rehabilitation of structures targeted to serving homeless youth or youth at-risk of homelessness; provision of direct services and case management to homeless youth or youth at-risk of homelessness; or, other homelessness-related activity serving youth as approved by the Department; and

WHEREAS, it is in the public interest of the citizens of the City of Plano that the City enter into a contract with the Department for such funding.

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

SECTION I. The City Manager, or his authorized designee, is hereby authorized to enter into a contract with the Department in the total amount of up to \$40,956 for Homeless Housing and Services Program Youth Set-Aside funds under Section 2306.2585 of the Texas Government Code, on behalf of the City for the purpose of construction, development or procurement of housing for homeless youth; rehabilitation of structures targeted to serving homeless youth or youth at-risk of homelessness; provision of direct services and case management to homeless youth or youth at-risk of homelessness; or, other homelessness-related activity serving youth as approved by the Department; and to provide assurances, act in connection with the contract, and provide information as may be required.

SECTION II. The City Manager is hereby designated as the Chief Executive Officer and authorized representative of the City of Plano, Texas, for the purpose of acting in connection with the contract and providing such additional information and assurances as may be required.

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

DULY PASSED AND APPROVED THIS THE 22ND DAY OF JULY, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, ext 2538

CAPTION

Ordinance No. 2019-7-4: To repeal Ordinance No. 2007-8-25 codified as Chapter 12, Article X., Automated Traffic Signal Enforcement, Sections 12-260 through 12-269 of the Code of Ordinances of the City of Plano; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

See attached memo.


Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
RLC Repeal Ordinance Memo	7/16/2019	Memo
Ordinance - Repealing RLC	7/11/2019	Ordinance

Date: July 8, 2019
To: Mark D. Israelson, City Manager
From: Gregory W. Rushin, Chief of Police 
Subject: Request of Council to Repeal Ordinance No. 2007-8-25 Red Light Cameras

Article X of Chapter 12 of the City of Plano Municipal Code of Ordinances was enacted in August of 2004 and established that: "the owner of a motor vehicle is liable for a civil penalty of \$75 if, while facing only a steady red signal displayed by an electrically operated traffic-control signal located in the city, the vehicle is operated in violation of the instructions of that traffic-control signal as specified by Texas Transportation Code, Section 544.007(d).

In June of 2007 Governor Rick Perry signed Senate Bill 1119, which became effective on September 1, 2007. This bill established procedures for local entities that opted to use cameras to cite owners of vehicles that illegally run through red lights. The bill also provided specific processes for implementing a Photographic Traffic Signal Enforcement Program, contracting certain duties to a vendor, imposing a civil penalty, and creating a hearing and appeals process. In August of 2007, the Plano City Council enacted Plano City Ordinance No. 2007-8-25 to comply with requirements of Senate Bill 1119.

On June 2, 2019, Governor Greg Abbott signed House Bill 1631 which immediately prohibited the use of a traffic signal enforcement system. Upon the governor's signature, the City of Plano immediately stopped the issuance of notices related to the red light camera program. Therefore, we request to repeal Plano City Ordinance No. 2007-8-25 regarding Red Light Cameras, as it is in conflict with current Texas State law.

An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2007-8-25 codified as Chapter 12, Article X., Automated Traffic Signal Enforcement, Sections 12-260 through 12-269 of the Code of Ordinances of the City of Plano; and providing an effective date.

WHEREAS, on August 27, 2007, the City Council of the City of Plano adopted Ordinance No. 2007-8-25; and

WHEREAS, the 86th Texas Legislature repealed the statute that allowed the use of a traffic signal enforcement system; and

WHEREAS, staff recommends repealing Ordinance No. 2007-8-25, so that the City's Code of Ordinances is consistent with state law; and

WHEREAS, after consideration of the recommendation of staff and all matters attendant and related thereto, the City Council finds that Ordinance No. 2007-8-25 codified as Chapter 12, Article X., Automated Traffic Signal Enforcement, Sections 12-260 through 12-269, of the Code of Ordinances of the City of Plano should be repealed.

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

Section I. Ordinance No. 2007-8-25 codified as Chapter 12, Article X., Automated Traffic Signal Enforcement, Sections 12-260 through 12-269, of the Code of Ordinances of the City of Plano is hereby repealed in its entirety.

Section II. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of July, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

Consideration to approve a Development Agreement between the City of Plano, Texas and Collin Creek Development, LLC for the Collin Creek Mall Redevelopment Project; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense, CIP

FISCAL YEAR: 2018-19 to 2059-60	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): Public Infrastructure CIP, GO Debt Fund, Municipal Drainage Fund

COMMENTS: This item approves a development agreement for the City of Plano's participation in the redevelopment of the Collin Creek Mall property. The city will pay for public infrastructure improvements and renovation of a drainage culvert funded by General Obligation Bonds and Municipal Drainage Revenue Bonds, which will be repaid through the interest and sinking portion of the City's property tax rate and drainage fees assessed via monthly utility bills. The estimated amount of these expenses is \$10 million for public infrastructure improvements and \$50 million for renovation of the drainage culvert, and the exact financial impact is indeterminable and dependant on market conditions when the City of Plano would issue debt in the future.

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence, Strong Local Economy, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	7/15/2019	Memo
Agreement	7/18/2019	Agreement

Date: July 11, 2019

To: Mark D. Israelson, City Manager
Jack Carr, Deputy City Manager

From: Peter J. Braster, Director of Special Projects

Subject: Collin Creek Mall Development Agreement

For more than ten years, the Collin Creek Mall has been in a slow and steady decline. It has now reached a point where its rescue will need City participation to ensure its long-term vitality. Centurion American has stepped in to shepherd the 99-acre mall site's redevelopment, by purchasing most of the mall properties. Centurion American has formed Collin Creek Development, LLC (Developer) to own and construct the mall property. The redevelopment plan has already been approved by the Planning and Zoning Commission and City Council.

The attached Development Agreement, is the framework for a public private partnership that makes the City, not just part of the revitalization, but a major component to ensure the revitalization can be accomplished. Staff does not believe the mall's redevelopment can occur without the City's participation.

The agreement outlines both the responsibilities of the Developer and the City of Plano. Detailed with cost estimates, service plans, and assessment plans for the two public improvement districts will be brought to Council for consideration at the August 26, 2019 meeting. They will be part of a separate "Funding Agreement" that will be provided to Council on August 26, 2019 for their consideration. The Funding Agreement will have the draft project plan and draft finance plan for the tax increment reinvestment zone. Final versions of those documents, as well as the creation of TIRZ#4, will be brought to Council for consideration at the September 23, 2019 meeting.

The following is a summary of the Development Agreement:

Article I: Defines the terms used in the agreement.

Article II: Ties the agreement to the site plan approved with the zoning.

Article III: Outlines the formation of two public improvement districts (PID's). The agreement does not approve either of the PID's, it simply provides City Council's concurrence with initiation of the process to establish the PID's and the agreement to use the PID funds for the sale of bonds for the following two areas:

Collin Creek East (commercial area) PID is expected to support bonds up to \$140 M.

Collin Creek West (residential area) PID is expected to support bonds up to \$32 M.

The bonds will be paid by levies against each parcel within the respective District. The City will not be responsible for the bond payments. Council will consider the formation of each PID after a public hearing, currently scheduled for August 26, 2019.

Article IV: This article outlines the City's intention to form a tax increment reinvestment zone (TIRZ). Again, the agreement does not approve the formation of a TIRZ. Council will consider the formation of the TIRZ after a public hearing, currently anticipated to be held on September 23, 2019. Preliminary estimates show the TIRZ will generate approximately \$109 million over 36 years (from the 99 acres of mall property). The City recommends increasing the size of the TIRZ to include perimeter properties to address other public improvements as revitalization of the mall occurs. Collin County has indicated that they would consider participating in the TIRZ. A detailed financial plan will be presented to Council in September.

Article V: This article outlines additional funding sources that have been set aside for the mall's revitalization. Specifically, \$10 million in GO bond funds, approved by voters in 2013. Approving the development agreement will approve of the expenditure of these funds for public improvements on the mall site.

This article also contemplates improvements to the culvert system that carries Spring Creek through the mall property. The culverts have always been the City's responsibility. The culverts have reached a point where rehabilitation or reconstruction is needed. The work will be needed regardless of the mall's redevelopment. Depending on the solution, the cost of the work could be in excess of \$50 million. The specific costs will be provided in the Funding Agreement.

This article also outlines a mechanism for the PID's to fund portions of two large parking garages. The public portions of the parking garages will provide parking for the remaining shopping mall, restaurants, and open spaces/parks. A local government corporation, owned by the City, will allow PID funding, and other potential regional funding, to be accepted.

Articles VI thru XVI: These articles cover standard provisions of development agreements.

Location Map



**COLLIN CREEK
DEVELOPMENT AGREEMENT**

BETWEEN

COLLIN CREEK DEVELOPMENT, LLC

AND

THE CITY OF PLANO, TEXAS

Dated: July 22, 2019

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COLLIN CREEK DEVELOPMENT AGREEMENT

This Collin Creek Development Agreement (this “**Agreement**”), dated as of July 22, 2019 (the “**Effective Date**”), is entered into between Collin Creek Development LLC, a Texas limited liability company (the “**Developer**”), and the City of Plano, Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

Recitals:

WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean to sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council of the City of Plano (the “City Council”); and

WHEREAS the Developer plans to development approximately 99.9628 acres of real property and depicted on Exhibit A attached hereto (the “Property”) within the corporate limits of the City as a master-planned mixed urban use development containing retail, restaurant, office, multifamily and single-family residential components, and other associated uses, in accordance with the applicable City Regulations (the “Project”); and

WHEREAS, of the approximately 99.9628 acres comprising the Property, the Developer, through its Affiliates, owns a total of approximately 89.3 acres; and the JCPenney Co., Inc. owns approximately 10.665 acres; and

WHEREAS, it is intended that the Developer will purchase a portion of the property owned by JCPenney Co., Inc., prior to the levy of assessments on property within a public improvement district such that all property within the boundaries of any public improvement district shall be owned solely by the Developer and/or its Affiliates; and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein) and constructing additional public improvements within the Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create two public improvement districts that encompass the majority of the boundaries of the Property (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”) and to create a tax increment reinvestment zone pursuant to Chapter 311, Texas Tax Code (the “TIRZ”) which boundaries shall include the Property; and.

WHEREAS the Collin Creek East PID (defined herein) shall contain approximately 55.458 acres and the Collin Creek West PID (defined herein) shall contain approximately 41.794 acres all within the corporate limits of the City; and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PIDs; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinances (as defined herein) and adopt the SAPs (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to the SAPs, payable in whole or in part by and from Assessments levied against property within the PIDS (whether through a cash reimbursement or through an issuance of PID Bonds) and from revenues generated from the TIRZ, as more specifically provided for herein and in the SAPs; and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within each PID and issue PID Bonds up to a maximum aggregate principal amount of \$140,000,000 for Collin Creek East PID and \$32,000,000 for Collin Creek West PID, for payment or reimbursement of the of the Public Improvements included in the SAP; and

WHEREAS, the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and revenues from the TIRZ, and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem taxes; and

WHEREAS, the Parties agree that the Public Improvements are also improvements that qualify as projects under Chapter 311, Texas Tax Code, as amended (the “TIRZ Act”); and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PIDs will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the municipality; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“Actual Costs” is defined in the Service and Assessment Plan.

“Additional Public Improvements” means those City-owned (or City created local government corporation-owned if any) public improvements, other than the Public Improvements, constructed within the Collin Creek Development, as set forth on Exhibit I.

“Affiliates” of Collin Creek Development, LLC means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Agreement” has the meaning stated in the first paragraph of this Agreement.

“Annual Installments” means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest, as set forth and calculated in the SAP.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

“Appraisal” means an appraisal of the property to be assessed in each PID by a licensed MAI Appraiser, such Appraisal to include as-complete improvements, including the Public Improvement and Private Improvements (if required by the Funding Agreement), necessary to get to a Final Lot Value.

“Assessment Ordinance(s)” means the City’s ordinance(s) approving the SAP(s) and levying Assessments on the benefitted Property within the PIDs.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PIDs for the purpose of paying the costs of the Public Improvements.

“City” means the City of Plano, Texas.

“City Regulations” mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, Zoning, and other policies duly adopted by the City, which shall be applied to the Collin Creek Development including any additional development standards required by the Funding Agreement.

“City Representative” means the City Manager or designee which may include a third party inspector or representative.

“Closing Disbursement Request” means the Closing Disbursement Request described in Section 9.03, the form of which is attached as Exhibit B.

“Collin Creek Development” means that master-planned mixed use urban development to be developed and constructed on the Property pursuant to the City Regulations.

“Collin Creek East PID” means the Collin Creek East Public Improvement District to be created by the City by pursuant to the PID Act over the Collin Creek East PID Tract.

“Collin Creek East PID Bond Proceeds” means the proceeds of Collin Creek East PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the applicable Project Fund.

“Collin Creek East PID Bonds” means special assessment revenue bonds issued by the City in one or more series, pursuant to the PID Act, for payment of the Collin Creek East PID Public Improvement Project Costs.

“Collin Creek East PID Phase” means each phase of development of the Collin Creek East PID including the Public Improvements and the Private Improvements for such phase, as set forth in Exhibit L.

“Collin Creek East PID Private Improvements” means those horizontal improvements necessary to get to Final Lot Value, excluding the Public Improvements, described in the Plans and Specifications submitted to the City pursuant to the City’s zoning process, other than the Public Improvements, being constructed within Collin Creek East PID of the Collin Creek Development.

“Collin Creek East PID Public Improvement Completion Date” means a date of Completion of Construction for the Collin Creek East PID Public Improvements funded by each series of Collin Creek East PID Bonds, as set forth in the Funding Agreement.

“Collin Creek East PID Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the Collin Creek East PID by the Developer to serve Collin Creek East PID and the Collin Creek East PID Tract, which will include improvements described in the Funding Agreement.

“Collin Creek East PID Public Improvement Financing Date” means the date the City approves a bond purchase agreement and sells the first series of Collin Creek East PID Bonds, such date to be as set forth in the Funding Agreement, which date may be extended by written agreement of the Developer and the City upon City Council approval.

“Collin Creek East PID Public Improvement Project Costs” means the cost of the Public Improvements to be constructed within Collin Creek East PID set forth in Exhibit C, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Collin Creek East PID Tract” means that portion of the Property consisting of approximately 55.066 acres of land as described by metes and bounds and depicted on Exhibit A.

“Collin Creek West PID” means the Collin Creek Public Improvement District to be created by the City by pursuant to the PID Act over the Collin Creek West PID Tract.

“Collin Creek West PID Bond Proceeds” means the proceeds of Collin Creek West PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the applicable Project Fund.

“Collin Creek West PID Bonds” means special assessment revenue bonds issued by the City in one or more series, pursuant to the PID Act for payment of the Collin Creek West PID Public Improvement Project Costs.

“Collin Creek West PID Phase” means each phase of development of the Collin Creek West PID including the Public Improvements and the Private Improvements for such phase, as depicted on Exhibit L.

“Collin Creek West PID Private Improvements” means those horizontal improvements to necessary get to a Final Lot Value, excluding the Public Improvements, described in the Plans and Specifications, submitted to the City pursuant to the City’s zoning process, other than the Collin Creek West PID Public Improvements, being constructed within Collin Creek West PID of the Collin Creek Development, which shall include the items set forth in the Funding Agreement.

“Collin Creek West PID Public Improvement Completion Date” means the date of completion of construction of the Collin Creek West PID Public Improvements, funded by each series of Collin Creek West PID Bonds, as set forth in the Funding Agreement.

“Collin Creek West PID Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside Collin Creek West PID by the Developer to serve Collin Creek West PID and the Collin Creek West PID Tract, which will include improvements described in the Funding Agreement.

“Collin Creek West PID Public Improvement Financing Date” means the date the City approves a bond purchase agreement and sells the first series of Collin Creek West PID Bonds, such date to be as set forth in the Funding Agreement, which date may be extended by written agreement of the Developer and the City upon City Council approval.

“Collin Creek West PID Public Improvement Project Costs” means the cost of the Public Improvements to be constructed within Collin Creek West PID set forth in the Funding Agreement, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Collin Creek West PID Tract” means that portion of the Property consisting of approximately 39.37 acres of land as described by metes and bounds and depicted on Exhibit B.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

“Completion of Construction” shall mean that (i) the construction of the applicable Public Improvement, or portion or segment thereof, as the case may be, benefitting the Property has been substantially completed pursuant to the City’s determination; and (ii) the City has with respect to applicable Public Improvements accepted the respective Public Improvements or segment or portion thereof.

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP(s).

“Culvert Improvements” means those drainage improvements to be developed and constructed or caused to be developed or constructed by the City or the Developer, within the Project, which improvements shall be as set forth in the Funding Agreement.

“Delinquent Collection Costs” is as defined in the SAP(s).

“Developer” means Collin Creek Development, LLC, its successors and permitted assigns.

“Developer Cash Contribution” means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements, as set forth in the SAP(s).

“Drainage Revenue Bonds” means the City’s drainage system utility revenue bonds, issued for drainage purposes and payable from a lien on and pledge of the City’s drainage revenues, as specified in the ordinance issuing the Drainage Revenue Bonds.

“Drainage Revenue Bond Financing Date” has the meaning set forth in the Funding Agreement.

“East Parking Garage” means the easternmost underground parking garage structure located on the Collin Creek East PID Tract as identified in the Funding Agreement.

“Effective Date” means the date set forth in the first paragraph of this Agreement.

“End Buyer” means any developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

“Final Lot Values” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by

the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; and (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (x) the occurrence of any manpower, material or equipment shortages.

“Fully Developed and Improved Lot” means any lot in the Property, regardless of proposed use, intended to be served by the Public Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Collin County, Texas.

“Funding Agreement” means that certain agreement by and between the City and the Developer relating to the levy of Assessments, the issuance of PID Bonds and terms relating to the City’s participation in the financing of the Project; such agreement to be entered into prior to the levy of Assessments.

“General Obligation Bond Financing Date” has the meaning set forth in the Funding Agreement.

“Governmental Authority” means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

“Home or Property Buyer Disclosure Program” means the disclosure program, administered by the PID Administrator set forth in a document in the form of Exhibit H that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PIDs.

“Impact Fees” means all impact fees relating to the Public Improvements in each case assessed, imposed and collected by the City on the Property in accordance with the City Regulations adopted by the City, as may be revised or amended from time to time, in accordance with State law.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

“Indenture(s)” means the applicable trust indenture pursuant to which PID Bonds are issued.

“Landowner Consent” means a consent by the owner(s) of the Property within the PIDs consenting to the formation of the PIDs and the levy of Assessments in the form attached hereto as Exhibit E as may be modified by the Funding Agreement.

“Net Bond Proceeds” means the proceeds of the City’s general obligation bonds issued pursuant to Section 5.01 and the Drainage Revenue Bonds issued pursuant to Section 5.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the project fund for such bonds.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Payment Certificate” means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit F.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Administrator” means a company, entity, employee or designee of the City who shall have the responsibilities related to the duties and responsibilities for the administration of the PIDs.

“PIDs” means the Collin Creek East PID and Collin Creek West PID.

“PID Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“PID Bonds” the Collin Creek East PID Bonds and the Collin Creek West PID Bonds.

“Plans and Specifications” means the engineering and architectural drawings and schematic designs for each respective Collin Creek East Phase and Collin Creek West Phase for the Private Improvements and the Public Improvements related to each respective Collin Creek East Phase and Collin Creek West Phase, together with change orders made thereto from time to time.

“Private Improvements” means the Collin Creek PID East Private Improvements and the Collin Creek West PID Private Improvements.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 99.9628 acres of real property located within the City described in Exhibits A and B and located within the TIRZ.

“Public Improvement Project Costs” means the Collin Creek East PID Public Improvement Project Costs and the Collin Creek West PID Public Improvement Project Costs.

“Public Improvements” means the Collin Creek East PID Public Improvements and the Collin Creek West PID Public Improvements funded from Assessments levied on property within Collin Creek East PID and Collin Creek West PID, as described in the Funding Agreement.

“Reimbursement Agreement(s)” means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer (with interest as set forth therein) for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s).

“Service and Assessment Plan(s)” or “SAP(s)” means the service and assessment plans drafted pursuant to the PID Act for Collin Creek East PID and Collin Creek West PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within each PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

“TIRZ” means the Tax Increment Reinvestment Zone Number Four, City of Plano, Texas.

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended.

“TIRZ Agreement” means an agreement for the use of TIRZ Revenues for the purposes set forth in the Funding Agreement.

“TIRZ Fund(s)” means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement and the TIRZ Project and Finance Plan.

“TIRZ Project and Finance Plan” means that certain project plan and finance plan for the TIRZ required by Chapter 311, Texas Tax Code, as amended that sets forth the projects to be undertaken in the TIRZ and financing and tax increment projections for the TIRZ.

“TIRZ Revenues” means the revenues collected within the TIRZ and dedicated to the Project pursuant to the TIRZ Project and Finance Plan.

“Trustee” means the trustee under the Indenture.

“Waiver of Liens” means a complete, final and unconditional waiver of all liens with respect to the Public Improvements.

“West Parking Garage” means the westernmost underground parking garage structure located on the Collin Creek East PID Tract as set forth in the Funding Agreement.

“Zoning” means that certain zoning case No. 2018-034 approved by the City on April 22, 2019 governing development of the Project.

ARTICLE II

COLLIN CREEK DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within Collin Creek East PID and Collin Creek West PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within each PID.

Section 2.02. Project Overview – Collin Creek Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Collin Creek Development, in accordance with Zoning and the City Regulations, including but not limited to the Pattern Book(s) approved by the Planning & Zoning commission, which shall be a part of this Agreement as if fully set forth herein, and the City Regulations.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct and complete or cause the planning, designing and construction and completion of the Public Improvements, the Additional Public Improvements (subject to the provisions and limitations of Section 5.01 herein) and the Culvert Improvements (subject to the provisions and limitations of Section 5.02 herein) to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with Zoning, City Regulations and Applicable Law.

(c) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with Zoning, City Regulations and Applicable Law.

(d) Upon completion and acceptance by the City or a local government corporation, if any, the City or a local government corporation, shall own and maintain all of the Public Improvements, the Additional Public Improvements and upon acquisition, the Culvert Improvements.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation.

The Developer intends to request the creation of Collin Creek East PID and Collin Creek West PID that in total, encompass the majority of the Property, by submitting separate petitions to the City that contain lists of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petitions shall also allow for the City's levy of Assessments for maintenance purposes. Upon receipt and acceptance

of such petitions, the City intends to schedule public hearings to consider the creation of Collin Creek East PID and Collin Creek West PID in accordance with the PID Act. The PIDs will be created, at the City Council's discretion, after separate public hearings. Developer acknowledges that the City may require at any time a professional services agreement that obligates Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from PID Bond Proceeds.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of (i) Collin Creek East PID Bonds up to an aggregate principal amount of \$140,000,000 to construct, reimburse or acquire the Public Improvements within Collin Creek East PID and (ii) Collin Creek West PID Bonds up to an aggregate principal amount of \$32,000,000 to construct, reimburse or acquire the Public Improvements within Collin Creek West PID. The Public Improvements to be constructed and funded in connection with the Collin Creek East PID Bonds and Collin Creek West PID Bonds shall be set forth in the Funding Agreement, which may be amended from time to time, and in the Service and Assessment Plans for Collin Creek East PID and Collin Creek West PID, or any updates thereto. The net proceeds from the sale of each series of PID Bonds (i.e., net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary action by the City Council and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the Developer Cash Contribution.

(b) The Developer shall complete all Public Improvements within Collin Creek East PID and Collin Creek West PID and such Public Improvements shall be completed by the Collin Creek East PID Public Improvement Completion Date or Collin Creek West PID Public Improvement Completion Date, as applicable.

(c) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance.

(d) The issuance of PID Bonds shall be subject to the conditions set forth in the Funding Agreement.

Section 3.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within Collin Creek East PID and Collin Creek West PID in accordance herewith and with the Funding Agreement and Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinances on or before such time as each series of PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit E as may be

modified by the Funding Agreement for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of Collin Creek East PID and Collin Creek West PID and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Collin County. The City shall not levy assessments on property within Collin Creek East PID or Collin Creek West PID without an executed Landowner Consent from each landowner within Collin Creek East PID and Collin Creek West PID, as applicable.

Section 3.04. Developer Cash Contribution.

At closing on any series of PID Bonds intended to fund construction of Public Improvements that have not already been constructed by the Developer, Developer shall deposit into a designated account under the applicable Indenture a pro-rata amount of the Developer Cash Contribution, if necessary. If the Public Improvements relating to each series of PID Bonds have already been constructed and the PID Bonds are intended to acquire the Public Improvements, then Developer shall not be required to deposit the Developer Cash Contribution as provided in this paragraph for such series. The amount of the Developer Cash Contribution for each series of PID Bonds shall be equal to the difference between the costs of the Public Improvements and the PID Bonds Proceeds available to fund such costs of the Public Improvements related to such series of PID Bonds, as set forth in the applicable SAP, if any.

Section 3.05. Transfer of Property.

Notwithstanding anything to the contrary contained herein, no sale of property within Collin Creek East PID or Collin Creek West PID shall occur prior to the City's levy of Assessments in either PID, other than the sale of the property owned by JCPenney Co., Inc., or transfer to an Affiliate, provided, however, that evidence of such transfer shall be provided to the City prior to the levy of Assessments. The City shall require consent of all property owners with each PID prior to the levy of Assessments in each PID, in substantiality the form set forth in Exhibit E. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certification and property records recording will be required from each owner in order to levy Assessments and issue PID Bonds. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE IV

TIRZ

Section 4.01. Tax Increment Reinvestment Zone.

(a) The City intends to create the TIRZ in accordance with the TIRZ Act. The Property shall be within the boundaries of the TIRZ.

(b) The City, in exercising its powers under the TIRZ Act, intends to dedicate seventy-five percent (75%) of the TIRZ's collected ad valorem tax increment collected from within the Property (less the City's administrative costs relating to the TIRZ). The total amount paid by the

TIRZ, the time period during which TIRZ Revenues shall be dedicated, and the use of the TIRZ Revenues shall be set forth in the Funding Agreement.

Section 4.02. TIRZ Fund.

(a) In accordance with the TIRZ Project and Finance Plan, the tax increment funds in the amount set forth in 4.01(b) above shall be deposited to the Collin Creek PID Account of the TIRZ Fund annually beginning with the first tax increment revenue generated after the creation of the TIRZ. It is anticipated that the funds on deposit in the Collin Creek PID Account of the TIRZ Fund shall be distributed in accordance with the TIRZ Project and Finance Plan for the purposes set forth in the Funding Agreement.

(b) TIRZ revenues on deposit in the Collin Creek PID Account of the TIRZ Fund after the expiration of the term set forth in the Funding Agreement, if any, shall be returned to the TIRZ Fund and used for any lawful purpose under the TIRZ Act.

ARTICLE V

ADDITIONAL FUNDING AND IMPROVEMENTS

Section 5.01. Additional Public Improvements.

(a) In consideration for the construction of additional public improvements within the Collin Creek Development, the City intends to issue general obligation bonds from voted authority in Proposition 4 of the bond election held on May 11, 2013, in an aggregate principal amount necessary to generate Net Bond Proceeds of not to exceed \$10,000,000 to construct the Additional Public Improvements as set forth in the Funding Agreement.

(i) The issuance of the general obligation bonds is subject to the discretion of the City Council and such bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance.

(ii) The following conditions must be satisfied prior to the City's consideration of the sale of the general obligation bonds pursuant to the section:

(A) The City shall have approved the Additional Public Improvements to be constructed and the related Plans and Specifications.

(B) The Net Bond Proceeds shall not exceed \$10,000,000.

(C) The Developer shall not be in default under this Agreement.

(b) The Additional Public Improvements shall be constructed by the City or the Developer pursuant to Plans and Specifications developed by the City pursuant to City standards and City Regulations and sufficient to serve the Property. Each Party shall consult the other Party's engineer with respect to the Additional Public Improvements and its impact on the Collin Creek Development. The City's contribution to the Additional Public Improvements shall be limited to the amount set forth in the Funding Agreement and the City shall pay no additional costs relating

to the Additional Public Improvements. Any costs of the Additional Public Improvements in excess of the amount set forth in the Funding Agreement shall be the responsibility of the Developer.

The Additional Public Improvements shall be constructed in accordance with the City Regulations in accordance with Applicable Law. If the Developer can demonstrate to the City that more than thirty percent (30%) of the costs of each category of Additional Public Improvements (i.e., water, sewer, drainage, road costs) plus the costs of the Public Improvements of the same type (i.e., water, sewer, drainage, road costs) are being paid from Assessments, then the construction of the Additional Public Improvements may be exempted from competitive bid requirements pursuant to Section 252.022(a)(9) and (a)(11) Texas Local Government Code, as amended, based on current cost estimates. In the event that the actual costs of Additional Public Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or an alternative delivery method may be utilized by the City as allowed by Applicable Law.

Section 5.02. Culvert Improvements – Drainage Revenue Bonds.

(a) The City and the Developer have identified certain Culvert Improvements within the Property as set forth in the Funding Agreement. The City intends to issue Drainage Revenue Bonds to fund the construction of the Culvert Improvements in a Net Bond Proceeds amount set forth in the Funding Agreement.

(b) The Culvert Improvements shall be constructed by the City pursuant to Plans and Specifications developed pursuant to City standards and City Regulations and sufficient to serve the Property. The City shall consult the Developer's engineer with respect to the Culvert Improvements and its impact on the Collin Creek Development. The Culvert Improvements shall be constructed in accordance with the City Regulations in accordance with Applicable Law.

Section 5.03. Parking Facilities.

Pursuant to the process set forth in Chapter 431, Texas Transportation Code and 394, Texas Local Government Code, the City may consider the creation of a Local Government Corporation pursuant to Chapter 431, Texas Transportation Code for the purpose of owning and operating the East Parking Garage and the West Parking Garage. The ownership and financing of the East Parking Garage and West Parking Garage shall be as set forth in the Funding Agreement.

ARTICLE VI

DEVELOPMENT

Section 6.01. Full Compliance with City Standards.

(a) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in

compliance with the applicable City Regulations in effect on the Effective Date of this Agreement, and as they may from time to time be amended by the City.

Section 6.02. Conflicts.

In the event of any conflict between this Agreement and any City Regulation, the City Regulations shall control.

Section 6.03. Replat.

The Developer may submit a replat for all or any portion of the Property. Any replat shall be in conformance with City Regulations and may require a prepayment of Assessments as set forth in the applicable SAP.

ARTICLE VII

DEVELOPMENT CHARGES

Section 7.01. Plat Review Fees.

Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 7.02. Plan Review and Permit Fees.

Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 7.03. Inspection Fees.

Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 7.04. Impact Fees.

All impact fees associated with the Collin Creek Development due and owing from time to time pursuant to City Regulations, shall be paid.

ARTICLE VIII

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 8.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and all easements or in fee simple title to land to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall cause its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two- year maintenance bonds for the Public Improvements.

(d) Upon Completion of Construction of any portion of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the “all bills paid” affidavits executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to contractors and subcontractors, including the release of any liens, shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements for which reimbursement is sought.

(e) Developer agrees to cause the contractors and subcontractors which construct the Public Improvements to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reject any surety company regardless of such company’s authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, the rights-of-way and easements

necessary for the construction, operation, and maintenance of the Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 8.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder and the Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder using language acceptable to the City. The Developer shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibits C and D, shall be paid by the Developer or caused to be paid by the Developer, or the Developer's assignee, and reimbursed from the proceeds of PID Bonds in accordance with the Bond Indentures, or reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

(i) Plans and specifications shall comply with all Applicable Law and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) business days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) business days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations.

(ii) Each Construction Agreement shall provide that the Contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officer and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor.

(b) City's Role.

The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement or funding of the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements or fundings described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and

consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 8.03. Project Scope Verification.

(a) The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed substantially in accordance with the Plans and Specifications approved by the City. City Staff will endeavor to be responsible to urgent or emergency requests during construction. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will use its best efforts to cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 8.04. Joint Cooperation; Access for Planning and Development.

(a) Cooperation and Timely Response. During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

Section 8.05. City Not Responsible.

By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including any site plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 8.06. Construction Standards and Inspection.

The Public Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 8.07. Public Improvements to be Owned by the City – Title Evidence.

The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 8.08. Public Improvement Constructed on City Land or the Property.

If the Public Improvement or Additional Public Improvement (if constructed by the Developer) is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement or Additional Public Improvement. If the Public Improvement or Additional Public Improvement is on land owned by a local government corporation, if any, any easement or license required for the construction and maintenance of the Public Improvement or Additional Public Improvement shall be as set forth in the Funding Agreement. If the Public Improvement or Additional Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Public Improvement or Additional Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement or Additional Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement or Additional Public Improvement. The provisions for inspection and acceptance of such Public Improvement or Additional Public Improvement otherwise provided herein shall apply.

Section 8.09. Additional Requirements.

In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City copies (both hard copy and electronic format, to the extent the Developer has both formats), of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (hard copy and electronic format, to the extent the Developer has both formats) for the Public Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project, and shall provide the City with copies of any construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work relating to the Public Improvements and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements;

(i) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a material respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use commercially reasonable efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements.

Section 8.10. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibits C and D may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP plus the Developer Cash Contribution. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer must make a Developer Cash Contribution at the time of each PID Bond issuance such that the net proceeds of each series of PID Bonds plus the Developer Cash Contribution, is sufficient to fund the Public Improvement Project Costs for which the PID Bonds are being issued.

Section 8.11. City Police Powers.

The Developer recognizes the authority of the City under its charter and ordinances to exercise its police powers in accordance with applicable laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. Whenever, in the City's judgment such action is required, the City shall immediately notify the Developer to resolve the situation. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors.

Section 8.12. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(i) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer agrees that the Developer will not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall

cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 8.13. City Consents.

Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay, and in accordance with Applicable Law..

Section 8.14. Right of the City to Make Inspection.

(a) At any time, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Collin Creek Development that are imposed by the Developer or its General Contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Section 7.03, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after reasonable notice (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 8.15. Competitive Bidding.

The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet

the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

Section 8.16. Temporary Street Closures.

To the extent reasonably requested by Developer in connection with the construction of the Public Improvements, the City shall consider the temporary closure of streets, alleys or rights of way, pursuant to the City Regulations and the City's established process for such requests.

ARTICLE IX

PAYMENT OF PUBLIC IMPROVEMENTS

Section 9.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds, Assessments pursuant to a Reimbursement Agreement or any other source of revenue as set forth in the Funding Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of the cost to construct or acquire a Public Improvement by the City will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to pay the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvement required by this Agreement with regard to the Collin Creek Development, or any other agreement to which the Developer and the City are parties, or any governmental approval to which the Developer or Property is subject.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement or payment of the Public Improvement Project Costs shall be limited to the lower of Actual Costs or the available PID Bond proceeds or Assessment revenues and shall be payable solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or Assessments collected for the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for the Developer Cash Contribution and all Cost Overruns, subject to Section 9.02.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project

Fund to pay or reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 9.02. Remaining Funds after Completion of a Public Improvement.

With respect to each PID, if, upon the Completion of Construction of a Public Improvement (or segment or stage thereof) and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to pay Cost Overruns on any other Public Improvement with the approval of the City Representative and provided that all Public Improvements as set forth in the Service and Assessment Plans are undertaken at least in part. The elimination of a category of Public Improvements in the Service and Assessment Plans will require an amendment to the applicable SAP. Upon completion of the Public Improvements, or segment or stage thereof, any Cost Underrun for any Public Improvement within a PID is available to pay Cost Overruns on any other Public Improvement within the PID, and may be added to the amount approved for payment in any Payment Certificate, as approved by the City Representative.

Section 9.03. Payment Process for Public Improvements.

(a) The City shall authorize payment or reimbursement of the Public Improvement Project Costs from PID Bond Proceeds or from Assessments collected in a PID as set forth in 9.04 below. The Developer shall submit a Payment Certificate to the City (no more frequently than monthly) for Public Improvement Project Costs including a completed segment, section or portion of a Public Improvement, as approved by the City. The form of the Payment Certificate is set forth in Exhibit F, as may be modified by the applicable Indenture or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Applicable Law, and compliance with the applicable SAP and Plans and Specifications. The City shall review each Payment Certificate within thirty (30) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the applicable Indenture or Reimbursement Agreement, and payment shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement. Notwithstanding the foregoing, the City shall review the first Payment Certificate within forty-five (45) business days of receipt thereof. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within fifteen (15) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in the Funding Agreement and the applicable SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement. Costs of the Culvert Improvements shall be paid by the Developer and the Culvert Improvement shall be acquired by the City in an amount as set forth in the Funding Agreement and subject to the limitations therein. The costs of the Additional Public Improvements shall be paid from general obligation bond proceeds as set forth in Section 5.01 and in the Funding Agreement, and subject to the limitations therein.

(d) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PIDs, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit G.

Section 9.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) In the event that the City does not issue PID Bonds by the Collin Creek East PID Public Improvement Financing Date or Collin Creek West PID Public Financing Date, the reimbursement for costs of the Public Improvements set forth in the Funding Agreement and in the respective Service and Assessments Plans shall be made on an annual basis from Assessments levied by the City for the Public Improvements pursuant to Chapter 372, Texas Local Government Code, as amended, unless the Collin Creek East PID Public Improvement Financing Date or Collin Creek West PID Financing Date has been extended by written agreement between the Developer and the City and approved by City Council. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements and shall provide for the application of the funds in the Collin Creek PID Account of the TIRZ Fund to offset or provide a credit for the Assessments in each year as set forth in the Funding Agreement. If the City does not issue additional PID Bonds to fund subsequent Public Improvement Project Costs that have not been previously funded by PID Bonds, such unfunded costs may be funded from Assessments pursuant to additional Reimbursement Agreements.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within Collin Creek East PID or Collin Creek West PID and from TIRZ funds as set forth herein and in the Funding Agreement.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the TIRZ Documents, the Service and Assessment Plans or in the Reimbursement Agreements, as approved by the City. Any additional public improvements constructed by the Developer and dedicated to the City, other than the Additional Public Improvements and the Culvert Improvements, as set forth in Sections 5.01 and 5.02, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 9.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff. The Developer shall provide timely responses to any requests for documents relating to the Public Improvements in order to enable the City to comply with any document requests made pursuant to Chapter 552, Texas Government Code as amended, if any.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least five (5) years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise

contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 10.02. Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is a Texas limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial

condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

(f) Ownership. The Developer represents that it or one or more Affiliates will be the sole owners of all Property within Collin Creek East PID and Collin Creek West PID at the time of the levy of Assessments in each PID for payment of the Public Improvement Costs. The Developer and/or its Affiliates, as applicable, shall consent to the creation of each PID and to the levy of Assessments in substantially the form of the Landowner Consent attached hereto as Exhibit E as may be modified by the Funding Agreement, and shall not transfer title of any land within Collin Creek East PID or Collin Creek West PID (other than the transfer contemplated in Section 3.05) prior to the levy of all Assessments within each PID for payment of the Public Improvement Costs.

ARTICLE XI

MAINTENANCE OF LANDSCAPE IMPROVEMENTS

Section 11.01. Mandatory Property Owners' Association.

(a) The Developer will create a mandatory property owners' association ("POA") over the portions of the Property which are not being developed as single family homes (the "Retail/Office/Multifamily Property"), which POA, through its covenants, conditions and restrictions filed of record in the property records of Collin County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, hike and bike trails within common areas, screening walls, trails, lawns, landscaped entrances to the Retail/Office/Multifamily Property and any other common improvements or appurtenances. (the "POA Maintained Improvements"). Maintenance of any Public Improvements or Additional Public Improvements, or land owned by the City within the Retail/Office/Multifamily Property shall be pursuant to a maintenance agreement between the POA and the City (the "POA Maintenance Agreement"). Any HOA Maintained Improvements owned by the City consisting of trails or walkways, shall be open to the public.

(b) While the Parties anticipate that the POA established to maintain and operate the POA Maintained Improvements will adequately perform such duties, in the event that the City determines that the POA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the POA Maintenance Agreement or applicable deed restrictions and/or applicable City ordinances, the City reserves the right to, at its option, levy an assessment each year equal to the actual costs of operating and maintaining the POA Maintained Improvements that are owned by the City. The City agrees that it will not levy such maintenance assessment without first giving the POA written notice of the deficiencies and providing the POA with sixty (60) days in which to cure the deficiencies.

(c) The Developer will create a mandatory homeowners' association ("HOA") over the portion of the property being developed as single family homes ("the "Single Family Property"), which HOA, through its conditions and restrictions filed of record in the property records of Collin County, shall be required to assess and collect from owners annual fees in an amount calculated to

maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, hike and bike trail located in common areas, trails, lawns, landscaped entrances to the Single Family Property and any other common improvements or appurtenances (the "HOA Maintained Improvements"). Maintenance of any Public Improvements or Additional Public Improvements, or land owned by the City within the Single Family Property shall be pursuant to a maintenance agreement between the HOA and the City (the "HOA Maintenance Agreement"). Any HOA Maintained Improvements owned by the City consisting of trails or walkways, shall be open to the public.

(d) While the Parties anticipate that the HOA established to maintain and operate the HOA Maintained Improvements, will adequately perform such duties, in the event that the City determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the HOA Maintenance Agreement, applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the HOA Maintained Improvements that are owned by the City. The City agrees that it will not levy such assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

(e) Covenants, conditions and restrictions for both the POA and the HOA must be filed and the POA Maintenance Agreement and the HOA Maintenance Agreement, if any must be approved and in effect before more than fifty percent (50%) of the first series of Collin Creek East PID Bond Proceeds or fifty (50%) of the first series of Collin Creek West PID Bond Proceeds may be released from the applicable Project Fund pursuant to a Payment Certificate; provided that disbursements for costs of issuance or disbursements pursuant to a Closing Disbursement Request relating to establishment of the District or issuance of PID Bonds, shall not count toward such percentages.

ARTICLE XII

TERMINATION EVENTS

Section 12.01. Developer Termination Events.

The Developer may terminate this Agreement if the City does not either (i) does not sell Collin Creek East PID Bonds and Collin Creek West PID Bonds by the Collin Creek East PID Public Improvement Financing Date and Collin Creek West PID Public Improvement Financing Date, as applicable, (ii) does not sell Drainage Revenue Bonds by the Drainage Revenue Bond Financing Date, (iii) sell general obligation bonds pursuant to Section 01 by the General Obligation Bond Financing Date, (iv) in the event the City determines not to issue PID Bonds, levy Assessments and enter into Reimbursement Agreement(s) pursuant to Section 9.04 by the Collin Creek East Public Improvement Financing Date or Collin Creek West Public Improvement Financing Date, as applicable, or (v) an Event of Default or termination event occurs pursuant to the Funding Agreement.

Section 12.02. City Termination Events.

(a) The City may terminate this Agreement if the City determines both (i) not to issue a series of PID Bonds to fund the construction of the Public Improvements, and (ii) not to levy Assessments and enter into a Reimbursement Agreement.

(b) The City may terminate this Agreement and any Reimbursement Agreement, upon an Event of Default by the Developer pursuant to Article XIV herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements within the Collin Creek Development has not occurred within three (3) years of the Effective Date.

(d) The City may terminate this Agreement if the Developer does not contribute the Developer Cash Contribution at closing of the applicable series of PID Bonds.

(e) The City may terminate this Agreement upon an Event of Default by the Developer pursuant to the Funding Agreement.

Section 12.03. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred. Provided, however, that as of the date of termination, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City, shall still be subject to reimbursement.

Section 12.04. City Actions Upon Termination.

In the event of termination of this Agreement, the City may (i) use any remaining PID Bond Proceeds to redeem PID Bonds pursuant to the provisions of the Indenture or (ii) construct or cause to construct the remaining Public Improvements, payable from PID Bond Proceeds. Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this except that, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City shall still be subject to reimbursement.

ARTICLE XIII

TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of thirty (30) years from the Effective Date, (ii) the date on which the City and the Developer discharge all of their

obligations hereunder, including (a) The Public Improvements have been completed and the City has accepted all of the Public Improvements and (b) all PID Bond Proceeds have been expended for the construction of all of the Public Improvements and the Developer has been reimbursed for all completed and accepted Public Improvements (iii) an Event of Default under Article XIV, or (iv) the occurrence of a termination event under Article XII.

ARTICLE XIV

DEFAULT AND REMEDIES

Section 14.01. Developer Default.

Each of the following events shall be an “Event of Default” by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have twenty (20) days upon receipt of notice from the applicable insurance company of such lapse.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor’s rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID or the TIRZ, if such failure is not cured within thirty (30) days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date.

Section 14.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 14.01(f) above). Except with respect to cure periods set forth in 14.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice (or fifteen (15) days in the case of a monetary default), with completion of performance within sixty (60) days subject.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 14.03. City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 14.04. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) days after written notice thereof is given by the Developer to the City.

Section 14.05. Developer's Remedies.

Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies (specifically excluding specific performance and other equitable remedies), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

Section 14.06. Limited Waiver of Immunity.

(a) The City and the Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, the City's immunity from suit is waived only as set forth in such statute.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;

(ii) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;

(iii) The Parties may not recover attorney's fees; and

(iv) The Parties are not entitled to specific performance.

Section 14.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 14.08. Waiver.

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE XV

INSURANCE, INDEMNIFICATION AND RELEASE

Section 15.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate Bodily Injury and Property Damage, with an AM Best rating of "A". The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all

owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability with an AM Best rating of “A”;

(iv) Professional liability insurance in the amount of \$2,000,000 with an AM Best rating of “A”;

(v) Umbrella liability insurance in the amount of \$3,000,000 with an AM Best rating of “A”;

(vi) Pollution liability insurance in the amount of \$5,000,000 with an AM Best rating of “A”;

(vii) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(viii) Each policy of insurance with the exception of Worker’s Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(ix) Each policy, with the exception of Worker’s Compensation and professional liability, shall be endorsed to provide the City sixty (60) days’ written notice prior to any cancellation, termination or material change of coverage; and

(x) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within ten (10) days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 15.02. Waiver of Subrogation Rights.

The Commercial General Liability, Worker’s Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 15.03. Additional Insured Status.

With the exception of Worker’s Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 15.04. Certificates of Insurance.

Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 15.05. Carriers.

All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Section 15.06. INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT

APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER 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 DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City:	Attn: Mark D. Israelson
	City Manager
	1520 Avenue K
	Plano, TX 75074

With a copy to: Attn: City Attorney
City of Plano
1520 Avenue K
Plano, TX 75074

To the Developer: Attn: Mehrdad Moayed
Collin Creek Development, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: J. Prabha Cinclair
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Section 16.02. Make-Whole Provision.

If the issuance of the PID Bonds in any calendar year precludes the City from issuing bank qualified debt for that calendar year, then the Developer shall pay to the City a fee (the “PID Bond Fee”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified. The City’s financial advisor shall calculate the PID Bond Fee based on the planned debt issuances for the City in the year in which each series of PID Bonds are issued, and shall notify the Developer of the total amount due prior to the issuance of the applicable series of PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. The PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the applicable series of PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer.

Section 16.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to an Affiliate without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Representative, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Representative. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee’s notice information as required by this Agreement, and, upon written request from the City, any

Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement, if any, to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written Notice to the lender, not to be unreasonably withheld. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement, the Funding Agreement, or any Reimbursement Agreement.

Section 16.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 16.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between

the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 16.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 16.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 16.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 16.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 16.10. Notice of Assignment.

Developer shall not transfer any portion of the Property prior to the levy of Assessments excluding the transfer of the portion of the Property owned by JCPenney, or transfer to an Affiliate, as set forth in Section 3.05. Subject to Section 16.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement; provided, however, that notice shall not be required for transfer to a homebuilder subsequent to the levy of Assessments. Developer must provide the following:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 16.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 16.12. Estoppel Certificates.

From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 16.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 16.14. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 16.15. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 16.16. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 16.17. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 16.18. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon (i) the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement as set forth herein and in the Funding Agreement , (ii) creation of the TIRZ and dedication of TIRZ Revenues as set forth in the Funding Agreement, (iii) the issuance of the Drainage Revenue Bonds as set forth herein and in the Funding Agreement , and (iv) the issuance of the general obligation bonds pursuant to Section 5.01 as set forth herein and in the Funding Agreement.

Section 16.19. No Reduction of Assessments.

Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 16.20. Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 16.21. Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 16.22. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 16.23. Extension of Time.

The City Manager or his designee shall have the authority to extend, in writing, the commencement and completion dates, and all other deadlines contained within the Agreement for an additional period of one year.

Section 16.24. Conflict

In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

Section 16.25. Funding Agreement.

Terms and provisions in this Agreement may be modified by the Funding Agreement.

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CITY OF PLANO

By: _____

Name: Mark D. Israelson

Title: City Manager

ATTEST:

Lisa C. Henderson
City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

Developer:

Collin Creek Development, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

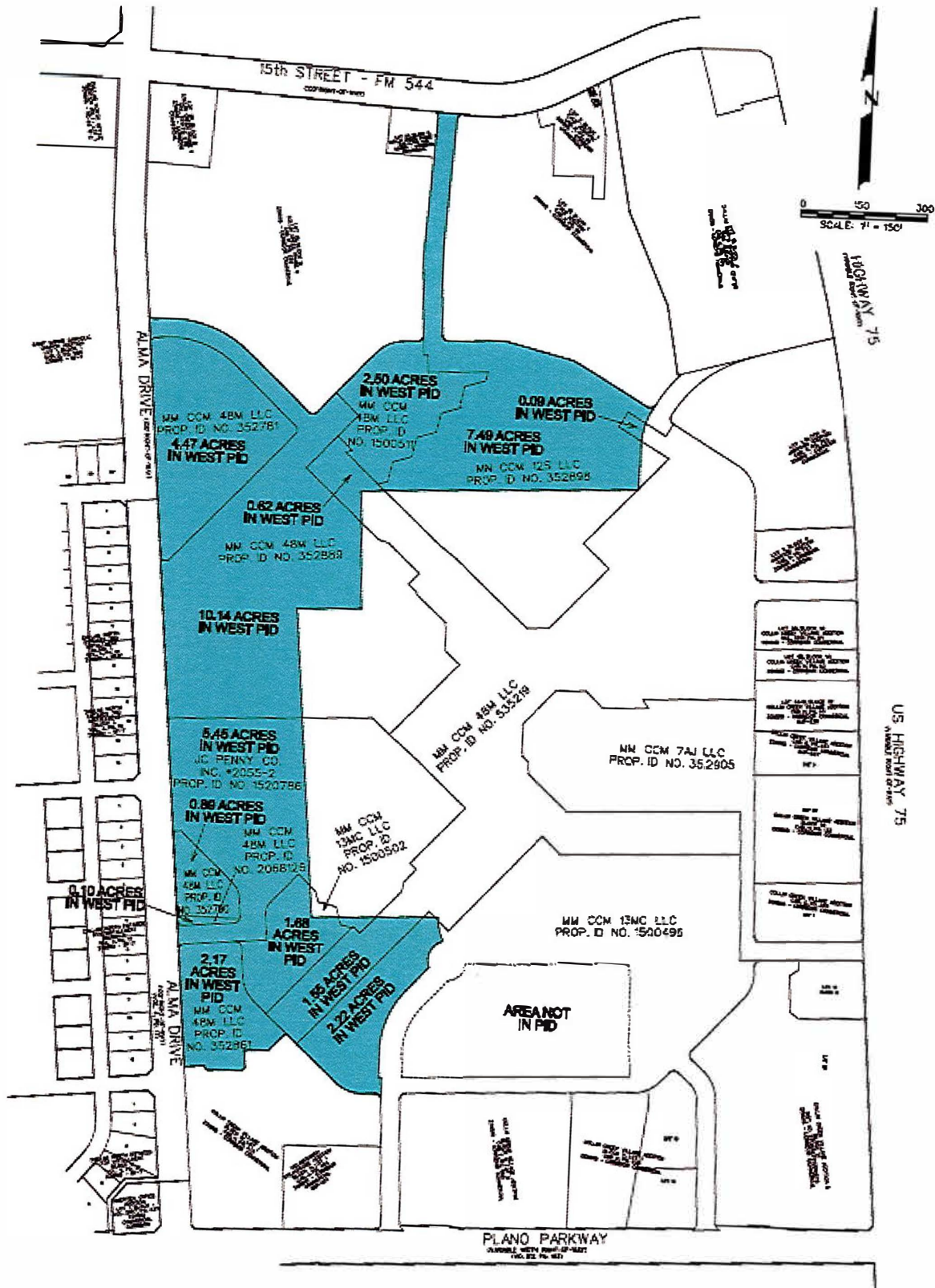
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2019 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of Collin Creek Development, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

EXHIBIT A
COLLIN CREEK EAST PID TRACT

EXHIBIT B
COLLIN CREEK WEST PID TRACT



WEST PID

39.37 ACRES
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EXHIBIT C
FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the “Indenture”) relating to the “City of Plano, Texas, Special Assessment Revenue Bonds, Series 20__ (Collin Creek Public Improvement District Project)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Collin Creek Development, LLC a Texas limited liability company (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

_____ the Developer Improvement Account of the Project Fund

from The Bank of New York Mellon Trust Company, N.A., (the “Trustee”), in the amount of _____ (\$_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Collin Creek Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the Collin Creek Public Improvement District and has no outstanding delinquencies for such Public Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Public Improvements identified may be paid until the work with respect to such Public Improvements (or segment) has been completed and the City has accepted such Public Improvements (or segment).

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost of Phase #1 Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account	Amount requested to be paid from the Developer Improvement Account

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

**COLLIN CREEK DEVELOPMENT, LLC., a
Texas limited liability company**

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account	Amount to be paid by Trustee from Developer Improvement Account
\$_____	\$_____	\$_____

CITY OF PLANO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

FORM OF DISBURSEMENT REQUEST

The undersigned is an agent for Collin Creek Development, LLC, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the Collin Creek Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

COLLIN CREEK DEVELOPMENT, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Account
\$_____	\$_____	\$_____

CITY OF PLANO, TEXAS

By:_____

Name: _____

Title: _____

Date: _____

EXHIBIT E

LANDOWNER CONSENT

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by MM CCM 48M, LLC a Texas limited liability company, MM CCM 13MD, LLC a Texas limited liability company, MM CCM 12S, LLC a Texas limited liability company and Collin Creek Development, LLC a Texas limited liability company as the landowners (the “Landowners”) who collectively hold record title to all property located within the [Collin Creek Public Improvement District No. 1/Collin Creek Public Improvement District No. 2] (the “PID”) created by the City of Plano pursuant to a petition of Landowners. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, dated _____, 2019, including the Service and Assessment Plans and Assessment Rolls attached thereto (the “Assessment Ordinance”). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PID]

Landowners hereby declare and confirm that they collectively hold record title to all property in the PIDs which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowners hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinances and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.
9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance/levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Dallas County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 2019.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

Collin Creek Development, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 20____ by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of Collin Creek Development, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

MM CCM 48M, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____,
20__ by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC,
as Manager of MM CCM 48M, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of
Landowner to be executed as of _____, 2019.

MM CCM 13MC, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 20____ by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CCM 13MC, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

MM CCM 12S, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 20____ by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CCM 12S, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

EXHIBIT F

HOMEBUYER DISCLOSURE PROGRAM

The Assessment Company (as defined in the Service and Assessment Plan) for the Collin Creek Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

The Developer and the Assessment Company shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT G
ZONING

Zoning Case 2018-034

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 103.6 acres of land out of the Joseph Klepper Survey, Abstract No. 213, and the Samuel Klepper Survey, Abstract No. 216, located on the east side of Alma Drive, 760 feet south of 15th Street in the City of Plano, Collin County, Texas, from Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center to Urban Mixed-Use-3 and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of April 2019, for the purpose of considering rezoning 103.6 acres of land out of the Joseph Klepper Survey, Abstract No. 213, and the Samuel Klepper Survey, Abstract No. 216, located on the east side of Alma Drive, 760 feet south of 15th Street in the City of Plano, Collin County, Texas, from Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center to Urban Mixed-Use-3 and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd day of April 2019; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

ORDINANCE NO. 2019-4-13

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 103.6 acres of land out of the Joseph Klepper Survey, Abstract No. 213, and the Samuel Klepper Survey, Abstract No. 216, located on the east side of Alma Drive, 760 feet south of 15th Street in the City of Plano, Collin County, Texas, from Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center to Urban Mixed-Use-3 and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center said property being described in the legal description on Exhibit A attached hereto.

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

The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district standards unless otherwise specified herein.

1. The development plan set forth in Exhibit B is hereby adopted and shall be made a part of this Ordinance as though fully set forth herein.
2. The exceptions set forth in Exhibit C are hereby adopted and shall be made a part of this Ordinance as though fully set forth herein.

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

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

Section V. The repeal of any ordinance or part of ordinances 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 ordinance at the time of passage of this Ordinance.

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

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

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

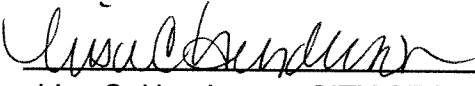
ORDINANCE NO. 2019-4-13

PASSED AND APPROVED THIS THE 22ND DAY OF APRIL 2019.



Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

Zoning Case 2018-034

BEING a tract of land situated in the Joseph Klepper Survey, Abstract No. 213 and the Samuel Klepper Survey, Abstract No. 216, in the City of Plano, Collin County, Texas, being all of Lots 1-7, Block A, of the Second Filing of Regional Mall Addition, an addition to the City of Plano, recorded in Cabinet C, Page 319, in the Map Records of Collin County, Texas, said Lots 1-7 being further described as all of three tracts of land described in deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in the Deed Records of Collin County, Texas, all of two tracts of land described in a deed to Primary Properties Corporation, recorded in Volume 3419, Page 192, in said Deed Records, all of a tract of land described in a deed to J.C. Penney Properties, Inc., recorded in Volume 1471, Page 630, in said Deed Records, all of a tract of land described in a deed to SRC Real Estate (TX), LP, recorded in Volume 5570, Page 2202, in said Deed Records, and all of a tract of land described in a deed to National Retail Properties, LP, recorded in Instrument No. 20080804000944490, in said Deed Records, also including all of a tract of land described as Vacant Property (Tracts 2 and 3) Tract A, in a deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records, all of a tract of land described as Vacant Property (Tracts 2 and 3) Tract B, in a deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records, and all of a tract of land described as Vacant Property (Tract 1), in a deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records, said tract being more particularly described as follows:

BEGINNING at a PK Nail set at a northwest corner of said Regional Mall Addition, same being the southwest corner of Lot 1R, Block B, Collin Creek Phase II, an addition to the City of Plano, records in Cabinet P, Page 989, in said Map Records, being in the east line of Alma Drive (called 100-foot right-of-way), said point also being on a curve to the left, having a radius of 30.00 feet and a central angle of 44 degrees 25 minutes 51 seconds;

THENCE with the northerly line of said Regional Mall Addition and the south line of said Collin Creek Phase II, an arc distance of 23.26 feet (Chord Bearing South 72 degrees 51 minutes 54 seconds East 22.68 feet), to an "X" found in concrete at the point of tangency;

THENCE North 84 degrees 55 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 19.73 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 360.00 feet and a central angle of 47 degrees 43 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the right, an arc distance of 299.81 feet (Chord Bearing South 71 degrees 13 minutes 20 seconds East 291.22 feet) to a 1/2-inch iron rod found at the point of tangency;

THENCE South 47 degrees 21 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 275.51 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North 87 degrees 38 minutes 10 seconds East 28.28 feet), to a Magnail set at the point of tangency;

THENCE North 42 degrees 38 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 267.84 feet to a nail found at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing North 65 degrees 08 minutes 10 seconds East 91.46 feet), to an "X" found in concrete at the point of tangency;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 44.00 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North 42 degrees 38 minutes 10 seconds East 28.28 feet), to an "X" set in concrete at the point of tangency, being in the east line of said Lot 1R

THENCE North 02 degrees 21 minutes 50 seconds West, continuing with the northerly line of said Regional Mall Addition and with the east line of said Collin Creek Phase II, a distance of 199.99 feet to a nail found at the point of curvature of a curve to the right, having a radius of 1,030.00 feet and a central angle of 06 degrees 00 minutes 30 seconds;

THENCE, continuing with the northerly line of said Regional Mall Addition and the east line of said Collin Creek Phase II, an arc distance of 108.01 feet (Chord Bearing North 00 degrees 38 minutes 25 seconds East 107.96 feet) to a PK Nail set at the point of tangency;

THENCE North 03 degrees 38 minutes 40 seconds East, continuing with the northerly line of said Regional Mall Addition and with the east lines of said Collin Creek Phase II and Lot 3R, Block B, Collin Creek Phase II, an addition to the City of Plano, recorded in Cabinet H, Page 408, in said Map Records, a distance of 392.14 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 41 degrees 45 minutes 15 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the east line of said Lot 3R, an arc distance of 21.86 feet (Chord Bearing North 17 degrees 13 minutes 58 seconds West 21.38 feet), to a PK Nail set at the northeast corner of said Lot 3R, being in the south line of FM 544 15th Street (100-foot right-of-way)

THENCE North 03 degrees 38 minutes 40 seconds East, for a distance of 50.00 feet to the centerline of said FM 544 15th Street, to a PK Nail set;

THENCE, South 86 degrees 21 minutes 20 seconds East, for a distance of 76.34 feet to a PK Nail set;

THENCE, South 03 degrees 38 minutes 40 seconds West for a distance of 50.00 feet to a PK Nail set at the northwest corner of Pace Addition, an addition to the City of Plano, recorded in Cabinet K, Page 90, in said Map Records, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of 44 degrees 49 minutes 28 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 23.47 feet (Chord Bearing South 26 degrees 03 minutes 24 seconds West 22.88 feet), to a PK Nail set at the point of tangency;

THENCE South 03 degrees 38 minutes 40 seconds West, continuing with the northerly line of said Regional Mall Addition and the west line of said Pace Addition, a distance of 390.97 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius 970.00 feet and a central angle of 06 degrees 00 minutes 30 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 101.72 feet (Chord Bearing South 00 degrees 38 minutes 25 seconds West 101.67 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, a distance of 200.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 47 degrees 21 minutes 50 seconds East 28.28 feet), to an "X" set in concrete at the point of tangency, being in the south line of said Pace Addition;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, a distance of 162.94 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 16 degrees 15 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the right, an arc distance of 33.89 feet (Chord Bearing South 84 degrees 14 minutes 20 seconds East 33.78 feet), to an "X" set in concrete at the point of tangency;

THENCE South 76 degrees 06 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, a distance of 194.97 feet to a Magnail set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 16 degrees 15 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the right, an arc distance of 33.89 feet (Chord Bearing South 67 degrees 59 minutes 20 seconds East 33.78 feet), to an "X" set in concrete at the point of tangency;

THENCE South 59 degrees 51 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, a distance of 258.64 feet to an "X" set in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North 75 degrees 08 minutes 10 seconds East 28.28 feet), to an "X" set in concrete at the point of reverse curvature of a curve to the right, having a radius of 485.36 feet and a central angle of 15 degrees 04 minutes 59 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the right, an arc distance of 127.77 feet (Chord Bearing North 37 degrees 40 minutes 40 seconds East 127.40 feet), to a PK Nail set at the southeast corner of said Pace Addition, being in the south line of Dallas North Shopping Center 1988 Addition, an addition to the City of Plano, recorded in Cabinet H, Page 399, in said Map Records;

THENCE North 74 degrees 00 minutes 40 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Dallas North Shopping Center, a distance of 233.76 feet to a PK Nail set in the northerly line of Janwood Addition, an addition to the City of Plano, recorded in Cabinet G, Page 723, in said Map Records, said point being on a curve to the left, having a radius of 425.36 feet and a central angle of 43 degrees 52 minutes 32 seconds;

THENCE with the easterly line of said Regional Mall Addition and the northerly line of said Janwood Addition and with said curve to the left, an arc distance of 325.73 feet (Chord Bearing South 52 degrees 04 minutes 26 seconds West 317.83 feet) to a 5/8-inch iron rod found at the point of compound curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the northerly line of said Janwood Addition, an arc distance of 31.42 feet (Chord Bearing South 14 degrees 52 minutes 00 seconds East 28.28 feet), to an "X" set in concrete at the point of tangency;

THENCE South 59 degrees 51 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and with the westerly line of said Janwood Addition, a distance of 244.36 feet to an "X" set in concrete at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 57 degrees 30 minutes 07 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, an arc distance of 119.93 feet (Chord Bearing South 31 degrees 06 minutes 46 seconds East 114.96 feet), to a 5/8-inch iron rod found at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, a distance of 251.22 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, an arc distance of 31.42 feet (Chord Bearing South 47 degrees 21 minutes 50 seconds East 28.28 feet), to an "X" found in concrete at the point of tangency;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the easterly line of said Regional Mall Addition and with the south line of said Janwood Addition, a distance of 276.94 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 50.00 feet and a central angle of 32 degrees 40 minutes 53 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the south line of said Janwood Addition, an arc distance of 28.52 feet (Chord Bearing North 71 degrees 17 minutes 44 seconds East 28.13 feet), to a PK Nail set at the southeast corner of said Janwood Addition, being in the west line of US Highway 75 (variable width right-of-way);

THENCE, North 86 degrees 38 minutes 32 seconds East, for a distance of 180.00 feet, to the centerline of said US Highway 75;

THENCE, South 03 degrees 21 minutes 28 seconds East, along the centerline of said US Highway 75, for a distance of 75.18 feet, to a point;

THENCE, South 86 degrees 38 minutes 32 seconds West, departing said centerline for a distance of 180.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of Lot 5R, Block VII of Collin Creek Village Addition, an addition to the City of Plano, recorded in Volume 2019, Page 94, in said Map Records, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of 40 degrees 41 minutes 57 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5R, an arc distance of 21.31 feet (Chord Bearing North 72 degrees 00 minutes 52 seconds West 20.86 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5R, a distance of 285.68 feet to a 1/2-inch iron rod with cap stamped "DUNAWAY" found at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds,

THENCE continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5R, and with said curve to the left, arc distance of 31.42 feet (Chord Bearing South 42 degrees 38 minutes 10 seconds West 28.28 feet), to 1/2-inch iron with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and with the west line of said Lot 5R, with the west lines of Lot 4A-R and 4B, Block VII, of Collin Creek Village Addition, an addition to the City of Plano, recorded in Cabinet H, Page 63, in said Map Records, of Lot 3, Block VII, of said Collin Creek Village Addition recorded in Cabinet G, Page 641, of Lot 2R, Block VII, of Collin Creek Village Addition, an addition to the City of Plano, recorded Cabinet H, Page 132, in said Map Records, and of Lot 1, Block VII, of Collin Creek Village Addition, an addition to the City of Plano, recorded in Cabinet C, Page 309, in said Map Records, a distance of 1,053.64 feet to a Magnail set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition, with the west line of said Lot 1, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 47 degrees 21 minutes 50 seconds East 28.28 feet) to an "X" found in concrete at the point of tangency;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the easterly line of said Regional Mall Addition and with the south line of said Lot 1, a distance of 299.54 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 50.00 feet and a central angle of 32 degrees 21 minutes 38 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the south line of said Lot 1, an arc distance of 28.24 feet (Chord Bearing North 71 degrees 27 minutes 21 seconds East 27.87 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the southeast corner of said Lot 1, being in the west line of said US Highway 75;

THENCE, North 86 degrees 31 minutes 30 seconds East, for a distance of 180.00 feet, to a point in the centerline of said US Highway 75;

THENCE, South 03 degrees 28 minutes 30 seconds East, along the centerline of said US Highway 75, for a distance of 21.27 feet;

THENCE, South 04 degrees 25 minutes 20 seconds East, continuing along said centerline, for a distance of 50.06 feet;

THENCE, South 85 degrees 34 minutes 40 seconds West, departing said centerline, for a distance of 180.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of Collin Creek Village Addition II, an addition to the City of Plano, recorded in Instrument No. 20130607010001670, in the Deed Records of Collin County, Texas, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of 40 degrees 05 minutes 16 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition, with the north line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 20.99 feet (Chord Bearing North 72 degrees 19 minutes 12 seconds West 20.56 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the easterly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition II, a distance of 309.28 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition, with the northwesterly line of said Collin Creek Village Addition II and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 42 degrees 38 minutes 10 seconds West 28.28 feet), to an "X" set in concrete at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, a distance of 17.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing South 20 degrees 08 minutes 10 seconds West 91.46 feet) to an "X" found in concrete at the point of tangency;

THENCE South 42 degrees 38 minutes 10 seconds West, continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, a distance of 233.03 feet to a Magnail set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 02 degrees 21 minutes 50 seconds East 28.28 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 47 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and with the west line of said Collin Creek Village Addition II, a distance of 54.29 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 129.00 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, an arc distance of 101.32 feet (Chord Bearing South 24 degrees 51 minutes 50 seconds East 98.73 feet), to a Magnail set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, a distance of 395.67 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 38 minutes 33 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 27.04 feet (Chord Bearing South 28 degrees 11 minutes 06 seconds East 26.13 feet), to an "X" set in concrete at the southeast corner of said Regional Mall Addition, being in the north line of Plano Parkway (variable width right-of-way);

THENCE South 02 degrees 19 minutes 44 seconds East, for a distance of 50.56 feet, to centerline of said Plano Parkway;

THENCE, South 87 degrees 40 minutes 16 seconds West, along the centerline of said Plano Parkway, for a distance of 82.73 feet;

THENCE, North 02 degrees 19 minutes 44 seconds West, departing said centerline, for a distance of 50.54 feet, to an "X" set in concrete, being on curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 33 minutes 36 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, an addition to the City of Plano, recorded in Cabinet H, Page 433, in said Map Records, and with said curve to the left, an arc distance of 27.00 feet (Chord Bearing North 23 degrees 24 minutes 58 seconds East 26.10 feet), to a Magnail set at the point of tangency;

THENCE North 02 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, a distance of 395.67 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 69.00 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, and with said curve to the left, an arc distance of 54.19 feet (Chord Bearing North 24 degrees 51 minutes 50 seconds West 52.81 feet), to a PK Nail set at the point of tangency;

THENCE North 47 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, a distance of 54.29 feet to a 5/8-inch iron rod with cap stamped "STANTEC" found at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the north line of said Collin Creek Village Addition Block V, Lot 1, an arc distance of 31.42 feet (Chord Bearing South 87 degrees 38 minutes 10 seconds West 28.28 feet), to a Magnail set at the point of tangency;

THENCE South 42 degrees 38 minutes 10 seconds West, continuing with the southerly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition Block V, Lot 1, a distance of 42.63 feet to a Magnail set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the north line of Collin Creek Village Addition Block V, Lot 1, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing South 65 degrees 08 minutes 10 seconds West 91.45 feet), to a Magnail set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the southerly line of said Regional Mall Addition and the north lines of said Collin Creek Village Addition Block V, Lot 1, and Collin Creek Village Addition Block V, Lot II, an addition to the City of Plano, recorded in Cabinet F, Page 566, in said Map Records, a distance of 725.84 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition Block V Lot II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 42 degrees 38 minutes 10 seconds West 28.28 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the southerly line of said Regional Mall Addition and with the west line of said Collin Creek Village Addition Block V Lot II, a distance of 397.70 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 34 minutes 36 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition Block V Lot II, and with said curve to the left, an arc distance of 27.01 feet (Chord Bearing South 28 degrees 08 minutes 00 seconds East 26.10 feet), to a PK Nail set in the north line of said Plano Parkway;

THENCE South 02 degrees 19 minutes 44 seconds East, for a distance of 49.97 feet, to point in the centerline of said Plano Parkway;

THENCE, South 87 degrees 40 minutes 16 seconds West, along the centerline of said Plano Parkway, for a distance of 82.70 feet;

THENCE North 02 degrees 19 minutes 44 seconds West, departing said centerline for a distance of 49.92 feet, to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set on a curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 33 minutes 58 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Veladi Ranch Steakhouse Addition, an addition to the City of Plano, recorded in Cabinet J, Page 495, in said Map Records, an arc distance of 27.00 feet (Chord Bearing North 23 degrees 25 minutes 09 seconds East 26.10 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE North 02 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and the east line of said Veladi Ranch Steakhouse, and with the Collin Creek Village Addition, Block IV, Lot 1, an addition to the City of Plano, recorded in Cabinet H, Page 433, in said Map Records, a distance of 397.70 feet to a 1/2-inch iron rod found at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the east line of said Collin Creek Village Addition, Block IV, Lot 1, an arc distance of 31.42 feet (Chord Bearing North 47 degrees 21 minutes 50 seconds West 28.28 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the southerly line of said Regional Mall Addition and with northerly line of said Collin Creek Village Addition, Block IV, Lot 1, a distance of 40.00 feet to an "X" in concrete found at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the northerly line of said Collin Creek Village Addition, Block IV, Lot 1, an arc distance of 93.86 feet (Chord Bearing North 69 degrees 51 minutes 50 seconds West 91.46 feet), to a 1-inch iron rod found at the point of tangency;

THENCE North 47 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and the northerly line of said Collin Creek Village Addition, Block IV, Lot 1, a distance of 224.59 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northernmost corner of said Collin Creek Village Addition, Block IV, Lot 1 and the southeast corner of a tract of land described as "Vacant Property - Tract A", in a deed to JPMCCM 2201-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records,

THENCE South 42 degrees 38 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and with the southerly line of said "Vacant Property Tract A", a distance of 77.87 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 77.64 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South 05 degrees 04 minutes 50 seconds East, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 54.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 10.00 feet and a central angle of 92 degrees 43 minutes 00 seconds;

THENCE continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", and with said curve to the right, an arc distance of 16.18 feet (Chord Bearing South 41 degrees 16 minutes 40 seconds West 14.47 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 107.91 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 10.00 feet and a central angle of 87 degrees 17 minutes 00 seconds;

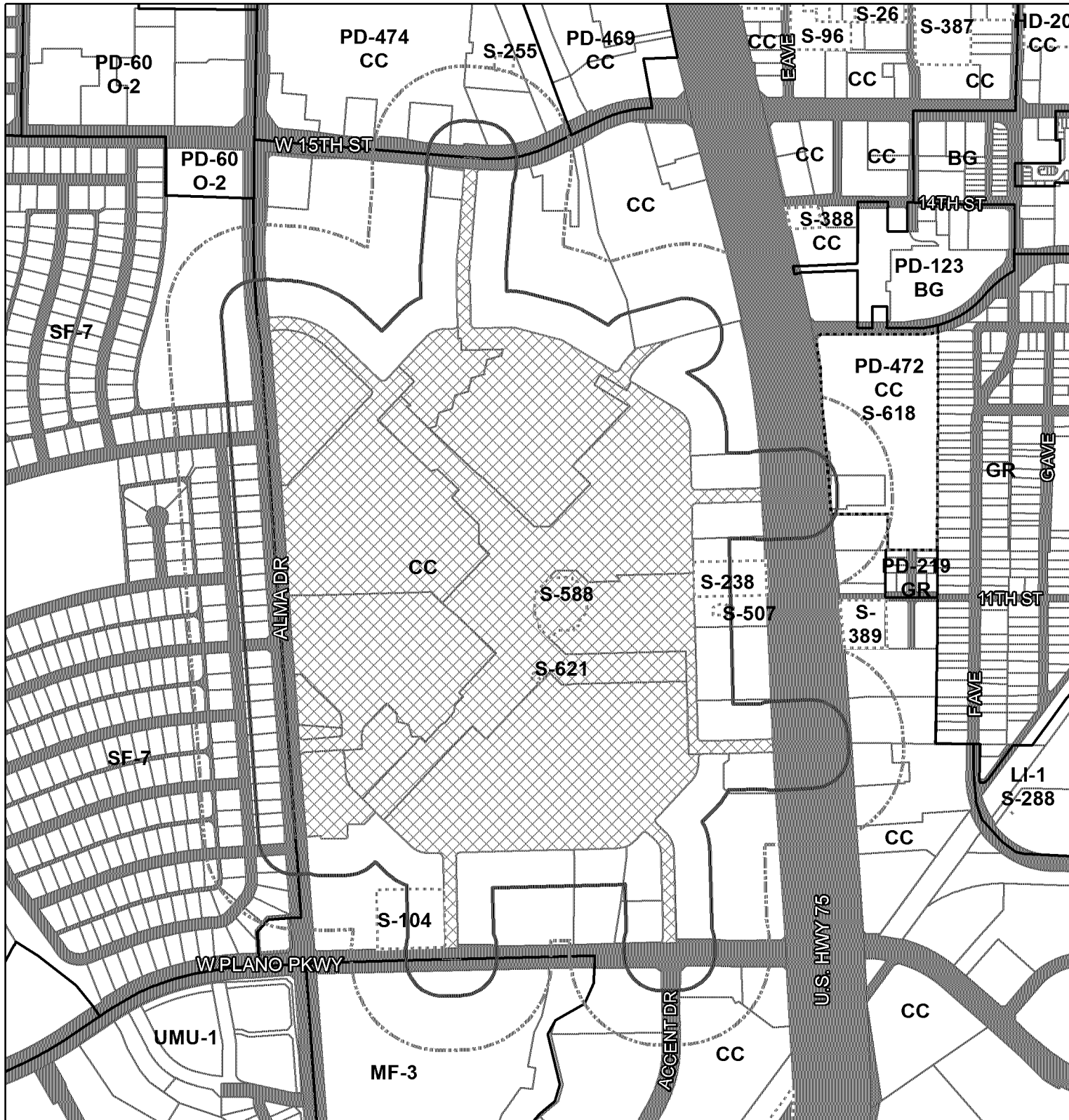
THENCE continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", and with said curve to the right, an arc distance of 15.23 feet (Chord Bearing North 48 degrees 43 minutes 20 seconds West 13.80 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

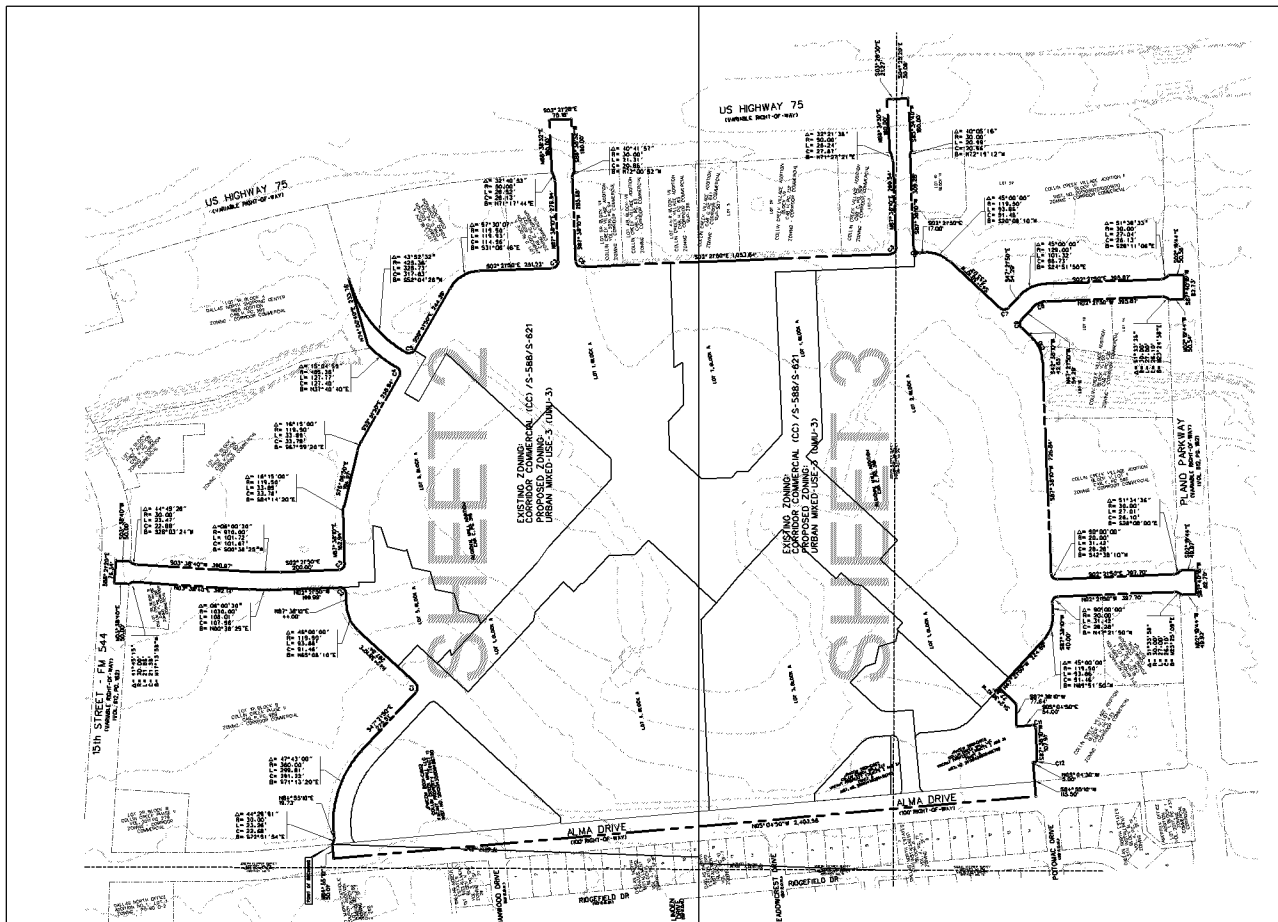
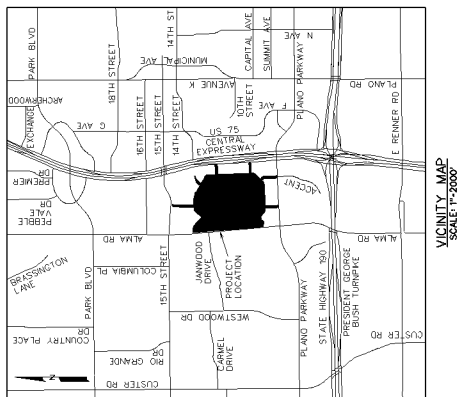
THENCE North 05 degrees 04 minutes 50 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 5.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South 84 degrees 55 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", at 65.49 feet, passing a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northwest corner of said Collin Creek Village Addition, Block IV, Lot 1 and the southwest corner of said "Vacant Property Tract A", also being in the east line of Alma Drive (100 foot right-of-way), for a total distance of 115.50 feet to a PK Nail set in the centerline of said Alma Drive;

THENCE North 05 degrees 04 minutes 50 seconds West, with the centerline of said Alma Drive, a distance of 2,403.56 feet to a point;

THENCE, North 84 degrees 55 minutes 10 seconds East, departing said centerline, a distance of 50.01 feet to the POINT OF BEGINNING and CONTAINING 103.615 acres of land.





TOTAL ACRES 103.615
ZONING CASE •2018-034
ZONING EXHIBIT
103.615 ACRES OUT OF THE
JOSEPH KLEPPER SURVEY,
ABSTRACT NO. 213
SAMUEL KLEPPER SURVEY,
ABSTRACT NO. 216

IN THE
CITY OF PLANO
COLLIN COUNTY, TEXAS

OWNERS

MM CCM 12S LLC
MM CCM 13MC LLC
MM CCM 48M LLC
ROB ROMO
1800 VALLEY VIEW LANE,

SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

C PENNEY CO INC.
LARRY SMITH
6501 LEGACY DRIVE
PLANO, TX 75024

**NATIONAL RETAIL
PROPERTIES LP**
PAUL E. BAYER
450 S ORANGE AVE, STE
ORLANDO, FL 32801

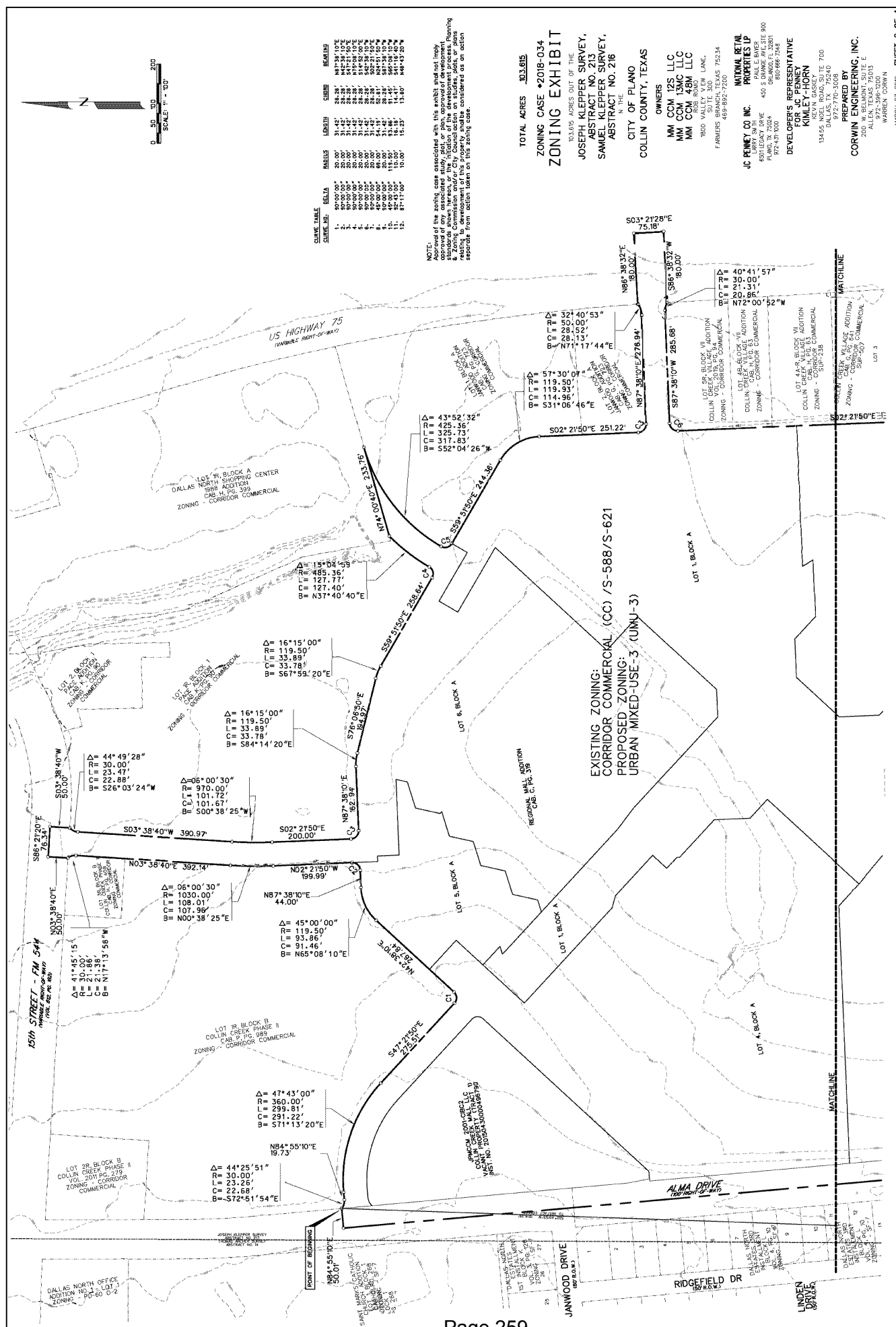
972-431-1000
800-666-7348
**DEVELOPER'S REPRESENTATIVE
FOR JC PENNEY
KIMLEY-HORN**

KEVIN GASKEY
3455 NOEL ROAD, SUITE 700
DALLAS, TX 75240

972-770-3008
PREPARED BY
CORWIN ENGINEERING INC.

200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-395-1200

WARREN CORWIN
MARCH 27, 2019 SHEE





[illegible][illegible][illegible]

ZONING CASE ♦ 2018-034
ZONING EXHIBIT

103.615 ACRES OUT OF THE
JOSEPH KLEPPER SURVEY,
ABSTRACT NO. 213
SAMUEL KLEPPER SURVEY,
ABSTRACT NO. 216
IN THE

CITY OF PLANO
COLLIN COUNTY, TEXAS

OWNERS

MM CCM 12S LLC
MM CCM 13MC LLCMM CCM 48M LLC
ROB ROMO

1800 VALLEY VIEW LANE,
SUITE 300
EARNERS BRANCH TEXAS 75314

469-892-7200

PENNEY CO INC.
NATIONAL RE
PROPERTIES

PAUL E. BAYE
450 S ORANGE AVE.,
CORPUS CHRISTI, TX 78402
6501 LEGACY DRIVE
DALLAS, TX 75224

972-431-1000
800-666-7344

DEVELOPER'S REPRESENTATIVE
FOR JC PENNEY
KIM LEX-HORN

KEVIN GASKEY
13455 NOEL ROAD, SUITE 700

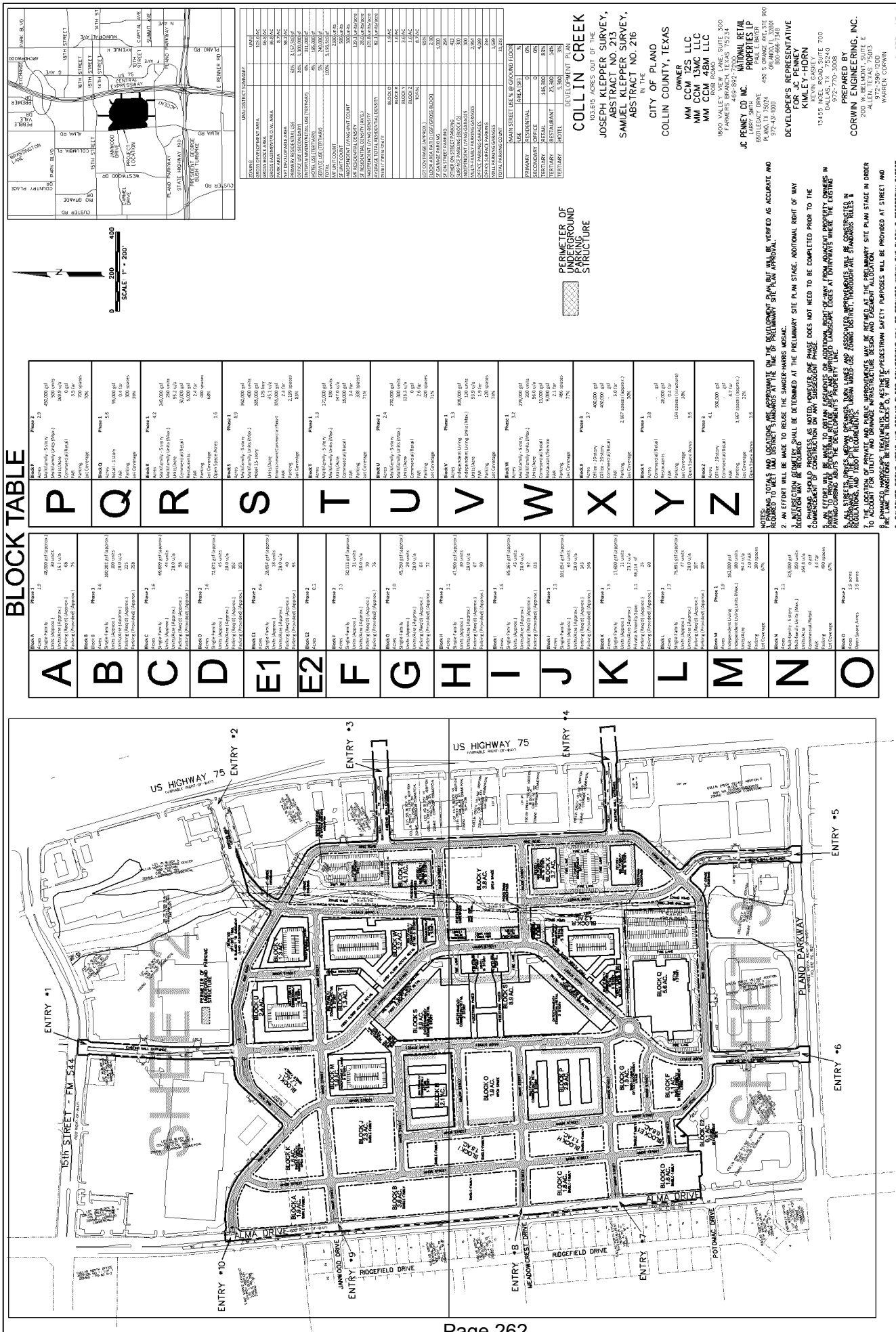
DALLAS, TX 75240
972-770-3008

PREPARED BY
CORWIN ENGINEERING, INC.

200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013

WARREN CORWIN
372-396-1200

MARCH 27, 2019 SHEET

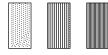






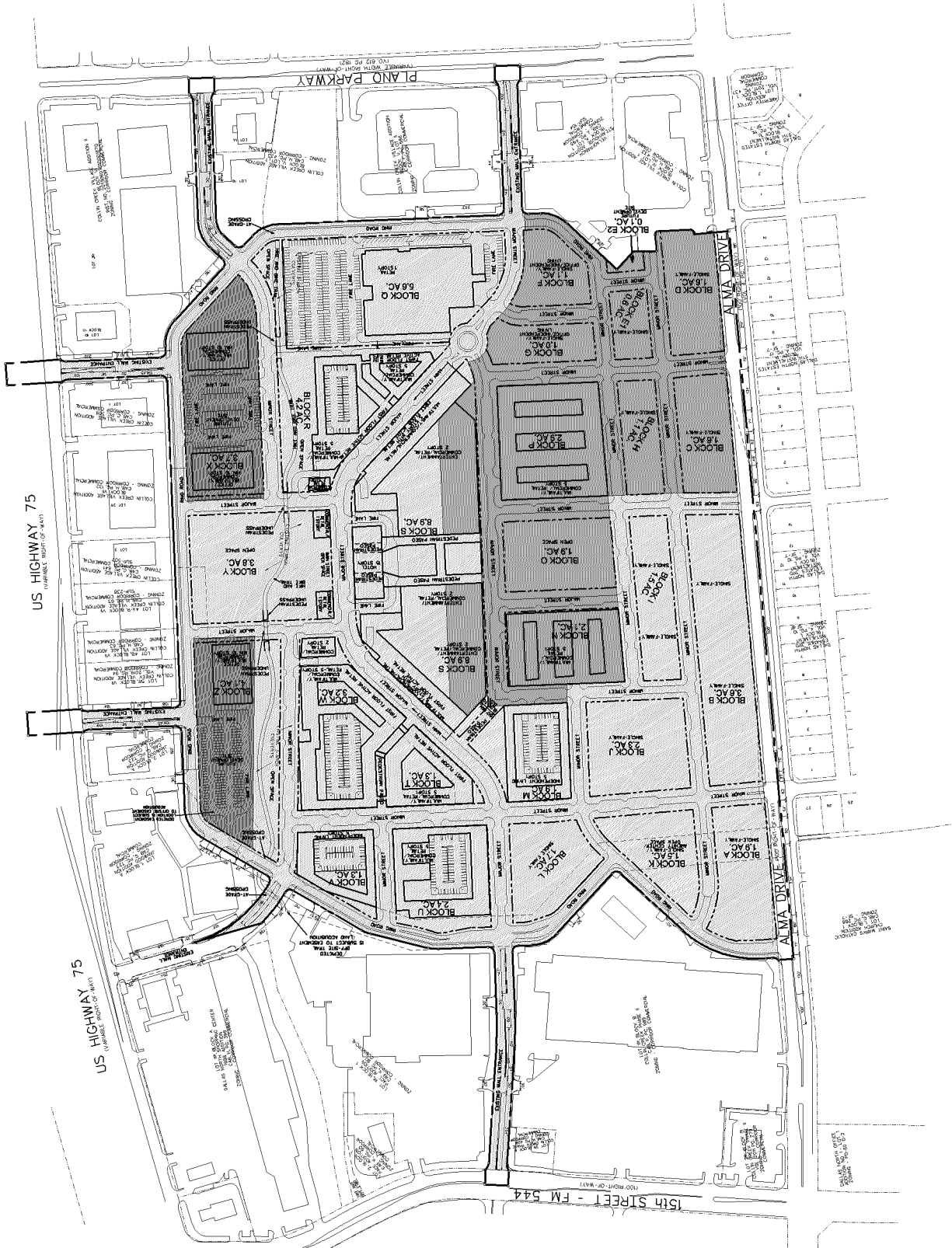


PHASE 1
PHASE 2
PHASE 3



PHASING
COLLIN CREEK
103.615 ACRES OUT OF THE
JOSEPH KLEPPER SURVEY,
ABSTRACT NO. 213,
SAMUEL KLEPPER SURVEY,
ABSTRACT NO. 216
IN THE
CITY OF PLANO
COLLIN COUNTY, TEXAS
OWNER
MM CCM 12S LLC
MM CCM 13MC LLC
MM CCM 42M LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75224
PHONE: 972-370-3800
FAX: 972-370-3801
J.C. PENNEY CO. INC. NATIONAL RETAIL
PROPERTIES LP
LARRY SMITH
10000 W. BEAUMONT, SUITE 500
PLANO, TX 75024
PHONE: 972-431-0000
FAX: 972-431-0001
DEVELOPER'S REPRESENTATIVE
FOR J.C. PENNEY
KIMLEY-HORN
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PHONE: 972-309-1000
FAX: 972-309-1001
WARREN CORWIN

APRIL 9, 2019 SHEET 5 OF 6





MAX. HEIGHT
50 FEET

MAX. HEIGHT
75 FEET

MAX. HEIGHT
PER UMU

HEIGHT RESTRICTIONS
COLLIN CREEK
103.615 ACRES OUT OF THE
JOSEPH KLEPPER SURVEY,
ABSTRACT NO. 213,
SAMUEL KLEPPER SURVEY,
ABSTRACT NO. 216
IN THE

CITY OF PLANO
COLLIN COUNTY, TEXAS

OWNER

MM CCM 12S LLC
MM CCM 13MC LLC
MM CCM 4BM LLC

1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75224
(972) 242-1200

J.C. PENNEY CO. INC. NATIONAL RETAIL
PROPERTIES LP
LIBERTY SMITH
10000 W. BRIDGEWAY, SUITE 500
PLANO, TX 75024
(972) 431-0000

DEVELOPERS REPRESENTATIVE
FOR J.C. PENNEY
KIMLEY-HORN

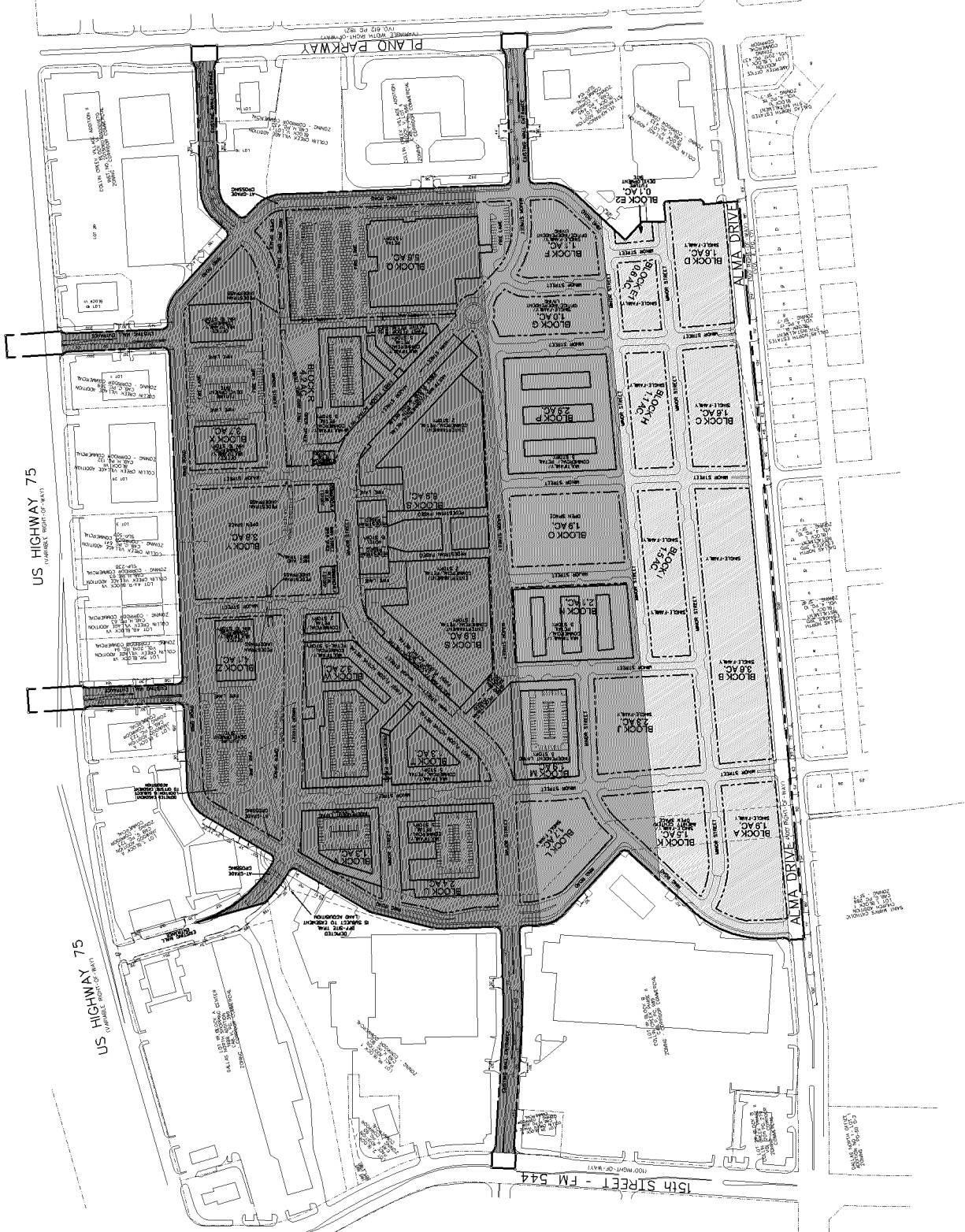
13455 INGLEWOOD, SUITE 700
DALLAS, TX 75240
(972) 770-3008

PREPARED BY
CORWIN ENGINEERING, INC.

300 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
(972) 399-1000
WARREN CORWIN

APRIL 9, 2019

SHEET 6 OF 6



Urban Mixed-Use-3 Exceptions

The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district standards unless otherwise specified herein. Where an approved development plan conflicts with an adopted regulation and no variance or exception is expressly approved, the UMU regulation shall apply.

10.700.2 Permitted Uses - Uses in Addition to Those Permitted in the UMU

Use Category	Use Type	Allowed	Restrictions	Blocks
Accessory and Incidental Uses	Car Wash	P	Limited to parking garage only	M, N, P – X, Z
	Concrete/Asphalt Batch Plant (Temp.)	36		All except A-D
Educational, Institutional, Public and Special Uses	Community Center	P		All
	Fire Station/Public Safety Building	P		X, Z
	Helistop	S		S, X, Z
	Independent Living	P	Sec. 13.200.3 shall not apply Sec. 13.300.2 shall not apply Sec. 15.1300.3-15.1300.5 shall not apply	M, N, P – X, Z
	Private Recreation Facility	P		All
Residential Uses	Single-Family Residence (Detached)	P		A – L
	Two-Family Residence	P	Sec. 9.1100 shall not apply	A – L
Retail Uses	Shopping Center	P		Q, S
	Superstore	P	No drive-through windows	Q
Service Uses	Amusement, Commercial (Outdoor)	S		X, Z
	Arcade	P		M, N, P – X, Z
	Artisan's Workshop	P		M, N, P – W
	Business Service	P		M, N, P – X, Z
	Cabinet/Upholstery Shop	P		S
	Food Truck Park	P		M – Z
	Kennel (Indoor)/Commercial Pet Sitting	P		Q, S
	Veterinary Clinic	P		Q, S
Transportation, Utility, Communication Uses	Electrical Substation	S		X, Z
Vehicle and Related Uses***	Motorcycle Sales & Service	P	Indoor only/No repair services	Q, S
	Vehicle Dealer (New)	P	Indoor only/No repair services	Q, S
	Vehicle Leasing and Renting	P	Parking of vehicles in garage only/No repair services	Q, S

P = Use permitted in block(s) indicated

S = Use may be approved in block(s) indicated upon approval of a specific use permit (See Sec. 6.100)

Numbers = Additional conditions/restrictions apply. See the Table Notes in Sec. 14.300

***** = Vehicle and Related Uses are limited to a total allocation of 30 parking spaces for inventory storage.**

10.700.3 Area, Yard and Bulk Requirements

See Sec. 10.700.14 for Area, Yard and Bulk Requirements for single-family residences.

10.700.4 Definitions - The following additional and modified definitions shall apply:

Block

An area enclosed or divided by streets, paseos, fire lanes, utility easements, and/or transit rights-of-way on all sides, excluding divisions created by alleys, and service drives.

Paseo

An outdoor public pedestrian pathway where no vehicular access is allowed except for emergency services as needed.

Pattern Book

A handbook of design standards that provides direction for architectural styles and diversity by building types, building facade materials, porches, alcoves, balconies, public spaces, entryways, windows, roofs and parapets, garages, sidewalks, fencing, lighting, outdoor seating, streetscape, and landscaping.

Smaller Usable Open Space

An open space area in a single-family block designed and intended to be used by the public for outdoor living and/or passive recreation.

10.700.9 B. Additional Use Regulations

The 30 dwelling units per acre restriction shall not apply to single-family development.

10.700.10 Streets and Sidewalks

B.vi. Paseo - (minimum width of 28 feet with a minimum 12-foot wide sidewalk)

D. Block Size - See Exceptions by Designated Block

E. Block Length - See Exceptions by Designated Block

G. Street Trees

Street trees may not be provided if prohibited by a utility easement.

H. Sidewalks

Required minimum widths for clear pedestrian paths may be modified by the Director of Planning or designee in unique circumstances and in keeping with the intent of the district.

10.700.11 Usable Open Space

C. Single-family residences are exempt from Sec. 13.800.

D. Smaller usable open space areas must be no larger than three acres or smaller than 1,800 square feet and must have a minimum width of 30 feet and a minimum length of 60 feet.

10.700.13 Building Placement and Design

D. Nonresidential space must have a minimum floor-to-ceiling height of 12 feet on the ground floor only.

10.700.14 Single-Family Regulations

A. The following area, yard, and bulk requirements shall apply to all single-family residential development in the UMU district unless otherwise expressly stated:

Description	Single-Family Residences (Attached)	Single-Family Residence (Detached) and Two Family Residence
Minimum Lot Area	700 square feet	800 square feet
Maximum Lot Area	4,000 square feet	4,000 square feet
Minimum Lot Width	20 feet (see D.iii. below)	20 feet (see D.iii. below)
Maximum Lot Width	40 feet (see D.iv. below)	40 feet (see D.iv. below)
Minimum Lot Depth	35 feet	35 feet
Front Yard Setbacks	75% of the building face shall be within 10 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.	75% of the building face shall be within 10 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.
Side Yard Setbacks		
Interior Lot	None	0 – 3 feet (as further defined below)
Corner Lot	Same as front	Same as front
Minimum Rear Yard	None	None
Minimum Height	1 story	1 story
Maximum Height	3 story, 50 feet (See D.ii. below)	3 story, 50 feet (See D.ii. below)
Maximum Lot Coverage	100%	100%
Minimum Lot Coverage	60% (See D.v. below)	60% (See D.v. below)

- B. Each dwelling unit shall be on an individually-platted lot, except for two family dwellings which may be platted in pairs.
- C. All utilities shall be provided separately to each two family dwelling unit such that each unit is individually metered.
- D. Standards for Allocation of Single-Family Residences.
 - i. No more than 75% of the lots within the development may be developed as single-family residence attached units. Two-family residences shall be considered single-family detached residences.
 - ii. A minimum of 25% of the lots must be developed with a maximum height of 2 story, 35 feet.
 - iii. A maximum of 50 residences may have a minimum lot width between 18 to less than 20 feet.
 - iv. A maximum of 50 residences may have a maximum lot width of 50 feet.
 - v. Units at the end of the block may have a reduced lot coverage where impacted by site constraints.
- E. Outdoor living areas, patios, and or decks are allowed above the second and third stories of buildings but shall not exceed the maximum building height.
- F. Maximum density must not exceed 40 dwelling units per acre.
- G. Minimum density must be 18 dwelling units per acre or greater.
- H. Maximum length of single-family residence attached buildings must not exceed 200 feet.
- I. Stoops and landscape areas adjacent to the building may extend a maximum distance of five feet into the area between the front facade of the building and the back of the street curb.
- J. Garages and Visitor Parking
 - i. Each dwelling unit shall have a garage with a minimum of two parking spaces. A maximum of 50 residences having not more than 1500 square feet and not more than 1.5 stories may have a garage with one parking space.

- ii. Tandem garage spaces are allowed.
 - iii. Single-family residence garages shall not be oriented toward a minor or major street, ring road, or open space.
 - iv. Garage entrances shall be allowed only from a mews street or alley.
 - v. The distance from the garage to the travel lane of the alley or mews street shall be 5 or less feet in length or shall be 20 feet or greater in length.
 - vi. Elimination of the garage space, by enclosing the garage with a stationary wall, shall be prohibited.
 - vii. 0.25 spaces per dwelling unit fronting a street with on-street parking and 0.75 spaces per dwelling unit fronting a mews (or similar street without on-street parking) for visitor parking is required within each block or an adjacent block. A parking study to consider alternative parking requirements may be utilized if approved by both the Director of Planning and Director of Engineering or designees.
- K. Buildings Separation and Easements:
- i. Single-family residence attached buildings must be separated by a minimum distance of 10 feet.
 - ii. Single-family residence detached and two-family residences must be separated by a minimum distance of three feet. A minimum 3-foot wide maintenance easement must be placed between lots to allow for property owner maintenance; the easement may be split between lots as long as the minimum three-foot distance is provided.
- L. Access and Frontage:
- i. No more than 50% of the lots within a development may abut a mews street or access a utility easement as the only point of street frontage and access.
 - ii. Lots may take access from a public street, mews street, or access and utility easement when utilizing a shared driveway.
 - iii. The frontage of any lot may be reduced to nine feet if it is a flag lot to a mews street.
- M. Single-family residential lots are not required to have yard trees as part of the residential development.

10.700.15 Additional Requirements and Restrictions

- A. A UMU district or a group of buildings within the district may not be walled, fenced, or restricted from general public access, except where single-family residences abut a major thoroughfare or non-residential district that is not a part of the UMU development. Fencing would be subject to approval of the Director of Planning or designee.
- B. The second building constructed and all subsequent buildings may not be further than 300 feet from another building. Construction of another phase of construction may begin before completion of a preceding phase.
- C. Signage located along exterior public rights-of-way must comply with Subsection 22.600 (Requirements for Freestanding Signs Located within an Overlay District) of Article 22 (Signs). All signage internal to the development must be consistent with the signage standards of Subsection 10.800.6 (Signs) of Section 10.800 Downtown/Business Government) of Article 10 (Nonresidential Districts).

- D. The landscape edge along Alma Drive may be reduced to 15 feet.
- E. Maximum Building Height: Within 400 feet of Alma Drive, the maximum building height shall be 50 feet. Between 400 and 800 feet from Alma Drive, the maximum building height shall be 75 feet.
- F. A Pattern Book shall be approved by the Planning & Zoning Commission as part of the site plan approval process for all phases of development.
- G. This district is exempted from restrictions in Section 13.500 (Yard Regulations) wherever the BG or CB-1 districts are exempted.
- H. Blocks A, D, E, F, K, L, U, and V may be excluded from the residential district boundary line benefits in Section 13.500.2.N, .3.I, and .4.D (Yard Regulations). This exclusion is triggered only when an adjacent property's development application includes this provision as a note on the plan.

Exceptions by Designated Block:

Block B

- i. Maximum Block Length: 1,000 feet if mews or other streets, and adequate internal pedestrian access is provided
- ii. Maximum Block Size: 3.6 acres

Block K

- i. Minimum Freestanding Nonresidential Building size: None
- ii. Minimum Building Height: One story

Block Q

If developed as a Superstore, the following exceptions shall apply:

- i. Maximum Block Length: 800 feet
- ii. Maximum Block Size: 5.6 acres
- iii. Minimum Lot Coverage: 30%
- iv. Maximum Single-Tenant Ground Floor: 100,000 square feet
- v. The building is not required to be lined with individual store fronts
- vi. Building setbacks: None

Block R

- i. Maximum Block Length: 900 feet
- ii. Maximum Block Size: 4.2 acres
- iii. Minimum Freestanding Nonresidential Building Size: None
- iv. Minimum Building Height: One story

Block S

- i. Maximum Block Length: 1,320 feet if two paseos are provided
- ii. Maximum Block Size: 8.9 acres
- iii. The 60% requirement for uses along the main street may include primary, secondary, and tertiary uses

Block W

- i. Maximum Block Size: 3.2 acres
- ii. Minimum Freestanding Nonresidential Building Size: None
- iii. Minimum Building Height: One story

Block X

- i. Maximum Block Length: 790 feet
- ii. Maximum Block Size: 3.7 acres
- iii. Minimum Lot Coverage: 30%
- iv. Minimum Building Height: 10-story, 150 feet
- v. Maximum Building Height: 20-story, 300 feet
- vi. Maximum Single-Tenant Ground Floor: 40,000 square feet

Block Y

- i. Maximum Block Size: 3.8 acres
- ii. Minimum Freestanding Nonresidential Building Size: None
- iii. Minimum Building Height: One story

Block Z

- i. Maximum Block Length: 810 feet
- ii. Maximum Block Size: 4.1 acres
- iii. Minimum Lot Coverage: 22%
- iv. Minimum Building Height: 10-story, 150 feet
- v. Maximum Building Height: 20-story, 300 feet
- vi. Maximum Single-Tenant Ground Floor: 40,000 square feet



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

Resolution No. 2019-7-5(R): To call for a public hearing on the creation of a public improvement district, the Collin Creek East Public Improvement District, being located within the corporate limits of the City of Plano; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no financial impact. If adopted the financial impact of creating a Public Infrastructure District for the eastern portion of the Collin Creek Mall area is indeterminable at this time, with the funding for the district's activities being born by property owners within the district.

SUMMARY OF ITEM

This action call a public hearing to discuss the creation of a public improvement district over the eastern portion of the Collin Creek Mall site. The eastern portion contains the majority of commercial development. Details of the district's creation will be discussed at the public hearing in August.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/18/2019	Resolution

A Resolution of the City of Plano, Texas, calling for a public hearing on the creation of a public improvement district, the Collin Creek East Public Improvement District, being located within the corporate limits of the City of Plano; and providing an effective date.

WHEREAS, the City Council (the "City Council") of the City of Plano, Texas (the "City") has received a petition (the "Petition") requesting creation of a public improvement district (the "PID") under Chapter 372 of the Texas Local Government Code (the "Act"), from the record owners of taxable real property representing more than fifty percent ("50%") of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Collin County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID; and

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit 1, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed PID are described in the Exhibit A to the Petition and shown on the map attached to the Petition as Exhibit B, said area for the PID being within the corporate limits of the City; and

WHEREAS, the City Council accepts the Petition and desires to schedule a public hearing to consider the creation of the PID to finance the following public improvements (collectively, the "Authorized Improvements"): (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

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

Section I: That a public hearing is hereby scheduled at 7:00 P.M. on August 26, 2019, in the Senator Florence Shapiro Council Chambers at Plano Municipal Center, 1520 K Avenue, Plano, Texas 75074, to receive public comment on the creation of the PID in the area described in Exhibit A to the Petition and as shown on the map attached to the Petition as Exhibit B, pursuant to the Act; and

Section II: That notice of said hearing, in the substantially final form set forth in Exhibit 2 attached hereto, with such changes as may be approved by the City's counsel, shall be published in a newspaper of general circulation in the City before the 15th day prior to the hearing as required by the Act; and

Section III: That written notice, in the substantially final form set forth in Exhibit 2 attached hereto with such changes as may be approved by the City's counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment under the PID, before the 15th day prior to the date set for the hearing; and

Section IV: That all of the above recitals are her by found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein; and

Section V: That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision; and

Section VI: That this Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

DULY PASSED AND APPROVED this 22nd day of July 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT 1

PETITION
(see attached Petition)

JUL 12 2019

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
WITHIN THE CITY OF PLANO, TEXAS FOR THE COLLIN CREEK EAST PUBLIC
IMPROVEMENT DISTRICT**

CITY SECRETARY'S OFFICE

This petition ("Petition") is submitted and filed with the City Secretary of the City of Plano, Texas ("City"), by MM CCM 48M, LLC, a Texas limited liability company, MM CCM 13MC, LLC, a Texas limited liability company, MM CCM 7AJ, LLC, a Texas limited liability company, and MM CCM 12S, LLC, a Texas limited liability company, owners of a majority of the real property (collectively, the "Petitioners") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioners request that the City create a public improvement district (the "District"), to include property located within the city limits of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioners would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District is \$140,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District, and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioners may also pay certain costs of the improvements from other funds available to the Petitioners.

Section 6. Management of the District. The Petitioners propose that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioners Request Establishment of the District. The persons signing this Petition request the establishment of the District, are duly authorized, and have the corporate authority to execute and deliver the Petition.

Section 8. Advisory Board. The Petitioners propose that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioners request that a representative of the Petitioners be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as

provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioners may show themselves to be entitled.

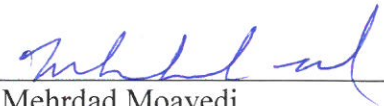
RESPECTFULLY SUBMITTED, on this the 12th day of July, 2019.

[Signature pages to follow]

MM CCM 48M, LLC,
a Texas limited liability company

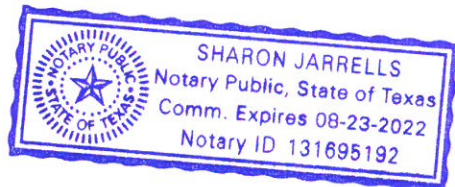
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

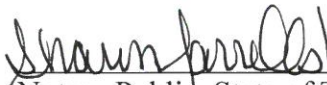
By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of July, 2019 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CCM 48M, LLC, a Texas limited liability company on behalf of said company.

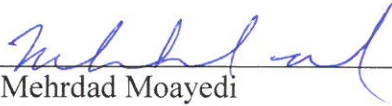


 Sharon Jarrells
Notary Public, State of Texas

MM CCM 13MC, LLC,
a Texas limited liability company

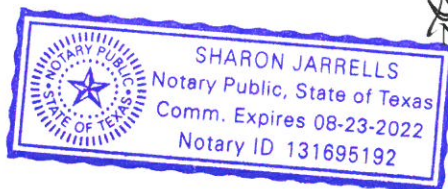
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of July, 2019 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CCM 13MC, LLC, a Texas limited liability company on behalf of said company.

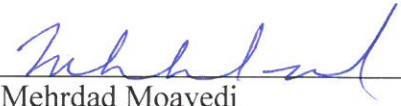



Notary Public, State of Texas

MM CCM 12S, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

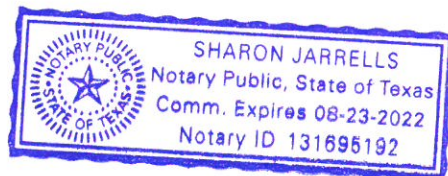
By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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Notary Public, State of Texas



MM CCM 7AJ, LLC,
a Texas limited liability company

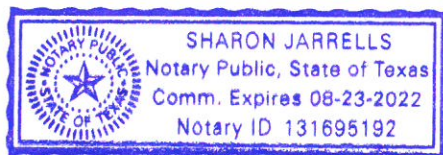
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Its Manager

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By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of July, 2019 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CCM 7AJ, LLC, a Texas limited liability company on behalf of said company.



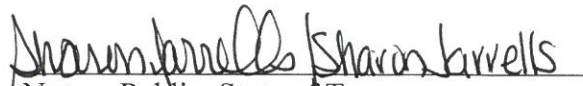

Notary Public, State of Texas

EXHIBIT A

Metes and Bounds

PID East Legal Description – Approximately 55.066 Acres

BEING a tract of land situated in the Joseph Klepper Survey, Abstract No. 213 and the Samuel Klepper Survey, Abstract No. 216, in the City of Plano, Collin County, Texas, being all of Lots 3,4,5 & 6 Block A and part of Lots 1 & 2 Block A of the Second Filing of Regional Mall Addition, an addition to the City of Plano, recorded in Cabinet C, Page 319, in the Map Records of Collin County, Texas, being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" at the most westerly northwest corner of Collin Creek Village Addition Block V and Collin Creek Addition Village Addition Block V, Lot I, an addition to the City of Plano, recorded in Cabinet F, Page 566, in said Map Records, being in the south line of said Lot 2 Block A;

THENCE South $02^{\circ}21'50''$ East, continuing with the southerly line of said Regional Mall Addition and with the west line of said Collin Creek Village Addition Block V Lot II, a distance of 397.70 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of $51^{\circ}34'36''$;

THENCE continuing with the southerly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition Block V Lot II, and with said curve to the left, an arc distance of 27.01 feet (Chord Bearing South $28^{\circ}08'00''$ East – 26.10 feet), to a PK Nail set in the north line of said Plano Parkway;

THENCE South $87^{\circ}38'10''$ West, continuing with the southerly line of said Regional Mall Addition and with the north line of said Plano Parkway, a distance of 82.70 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set on a curve to the left, having a radius of 30.00 feet and a central angle of $51^{\circ}33'58''$;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Veladi Ranch Steakhouse Addition, an addition to the City of Plano, recorded in Cabinet J, Page 495, in said Map Records, an arc distance of 27.00 feet (Chord Bearing North $23^{\circ}25'09''$ East – 26.10 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE North $02^{\circ}21'50''$ West, continuing with the southerly line of said Regional Mall Addition and the east line of said Veladi Ranch Steakhouse, and with the Collin Creek Village Addition, Block IV, Lot 1, an addition to the City of Plano, recorded in Cabinet H, Page 433, in said Map Records, a distance of 397.70 feet to a 1/2-inch iron rod found;

THENCE, North $02^{\circ}33'38''$ West, departing said southerly line, for a distance of 70.02 feet;

THENCE, South $87^{\circ}26'22''$ West, for a distance of 6.16 feet;

THENCE, North $02^{\circ}03'52''$ West, for a distance of 76.98 feet, to a point of curvature of a curve to the right, having a radius of 286.50 feet, a central angle of $44^{\circ}43'15''$

THENCE, along said curve to the right for an arc distance of 223.62 feet (Chord Bearing North $20^{\circ}17'46''$ East – 217.99 feet), at the point of tangency;

THENCE, North $42^{\circ}39'24''$ East, for a distance of 104.89 feet, to a point on a non-tangent curve to the right, having a radius of 64.36 feet, a central angle of $95^{\circ}02'21''$;

THENCE, along said curve to the right for an arc distance of 106.76 feet (Chord Bearing North $25^{\circ}34'47''$ East – 94.94 feet), to a point on a non-tangent curve to the right, having a radius of 213.50 feet, a central angle of $21^{\circ}14'45''$;

THENCE, along said curve to the right for an arc distance of 79.17 feet (Chord Bearing North $14^{\circ}31'32''$ West – 78.72 feet);

THENCE, South $87^{\circ}38'42''$ West, for a distance of 402.25 feet;

THENCE, North $05^{\circ}04'50''$ West, for a distance of 987.92 feet;

THENCE, North $87^{\circ}20'25''$ East, for a distance of 204.53 feet;

THENCE, North $02^{\circ}21'17''$ West, for a distance of 347.71 feet, to a point of curvature of a curve to the left, having a radius of 281.50 feet, a central angle of $05^{\circ}48'35''$;

THENCE, along said curve to the left for an arc distance of 28.54 feet (Chord Bearing North $05^{\circ}15'35''$ West – 28.53 feet);

THENCE, North $84^{\circ}55'10''$ East, for a distance of 64.65 feet;

THENCE, North $87^{\circ}38'43''$ East, for a distance of 810.01 feet;

THENCE, North $00^{\circ}38'35''$ East, for a distance of 140.77 feet, to a point of curvature of a curve to the right, having a radius of 231.50 feet, a central angle of $25^{\circ}20'15''$;

THENCE, along said curve to the right for an arc distance of 102.38 feet (Chord Bearing North $13^{\circ}18'43''$ East - 101.54 feet);

THENCE, North $30^{\circ}30'03''$ East, for a distance of 35.29 feet, to an "X" set in concrete in the north line of said Regional Mall Addition at the a point of curvature of a curve to the right, having a radius of 485.36 feet, a central angle of $19^{\circ}43'22''$;

THENCE, along said curve to the right for an arc distance of 167.07 feet (Chord Bearing North $35^{\circ}21'28''$ East 166.25 feet), to a PK Nail set at the southeast corner of said Pace Addition, being in the south line of Dallas North Shopping Center 1988 Addition, an addition to the City of Plano, recorded in Cabinet H, Page 399, in said Map Records;

THENCE North $74^{\circ}00'40''$ East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Dallas North Shopping Center, a distance of 233.76 feet to a PK Nail set in the northerly line of Janwood Addition, an addition to the City of Plano, recorded in Cabinet G, Page 723, in said Map Records, said point being on a curve to the left, having a radius of 425.36 feet and a central angle of $43^{\circ}52'32''$;

THENCE with the easterly line of said Regional Mall Addition and the northerly line of said Janwood Addition and with said curve to the left, an arc distance of 325.73 feet (Chord Bearing South $52^{\circ}04'26''$ West 317.83 feet) to a 5/8-inch iron rod found at the point of compound curvature of a curve to the left, having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$;

THENCE continuing with the easterly line of said Regional Mall Addition and the northerly line of said Janwood Addition, an arc distance of 31.42 feet (Chord Bearing South $14^{\circ}52'00''$ East 28.28 feet), to an "X" set in concrete at the point of tangency;

THENCE South $59^{\circ}51'50''$ East, continuing with the easterly line of said Regional Mall Addition and with the westerly line of said Janwood Addition, a distance of 244.36 feet to an "X" set in concrete at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of $57^{\circ}30'07''$;

THENCE continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, an arc distance of 119.93 feet (Chord Bearing South $31^{\circ}06'46''$ East 114.96 feet), to a 5/8-inch iron rod found at the point of tangency;

THENCE South $02^{\circ}21'50''$ East, continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, a distance of 251.22 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$;

THENCE continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, an arc distance of 31.42 feet (Chord Bearing South $47^{\circ}21'50''$ East 28.28 feet), to an "X" found in concrete at the point of tangency;

THENCE North $87^{\circ}38'10''$ East, continuing with the easterly line of said Regional Mall Addition and with the south line of said Janwood Addition, a distance of 276.94 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 50.00 feet and a central angle of $32^{\circ}40'53''$;

THENCE continuing with the easterly line of said Regional Mall Addition and the south line of said Janwood Addition, an arc distance of 28.52 feet (Chord Bearing North $71^{\circ}17'44''$ East 28.13 feet), to a PK Nail set at the southeast corner of said Janwood Addition, being in the west line of US Highway 75 (variable width right-of-way);

THENCE South $03^{\circ}21'28''$ East, continuing with the easterly line of said Regional Mall Addition and with the west line of said US Highway 75, a distance of 75.18 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of Lot 5, Block VII of Collin Creek Village Addition, an addition to the City of Plano, recorded in Cabinet G, Page 641, in said Map Records, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of $40^{\circ}41'57''$;

THENCE continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5, an arc distance of 21.31 feet (Chord Bearing North $72^{\circ}00'52''$ West 20.86 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South $87^{\circ}38'10''$ West, continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5, a distance of 285.68 feet to a 1/2-inch iron rod with cap stamped "DUNAWAY" found at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$;

THENCE continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5, and with said curve to the left, arc distance of 31.42 feet (Chord Bearing South $42^{\circ}38'10''$ West 28.28 feet), to 1/2-inch iron with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South $02^{\circ}21'50''$ East, continuing with the easterly line of said Regional Mall Addition and with the west line of said Lot 5, with the west lines of Lot 4A and 4B, Block VII, of Collin Creek Village Addition, an addition to the City of Plano, recorded in Cabinet H, Page 63, in said Map Records, of Lot 3, Block VII, of said Collin Creek Addition recorded in Cabinet G, Page 641, of Lot 2R, Block VII, of Collin Creek Addition, an addition to the City of Plano, recorded Cabinet H, Page 132, in said Map Records, and of Lot 1, Block VII, of Collin Creek Village Addition, an addition to the City of Plano, recorded in Cabinet C, Page 309, in said Map Records, a distance of 1,053.64 feet to a Magnail set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$;

THENCE continuing with the easterly line of said Regional Mall Addition, with the west line of said Lot 1, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South $47^{\circ}21'50''$ East 28.28 feet) to an "X" found in concrete at the point of tangency;

THENCE North $87^{\circ}38'10''$ East, continuing with the easterly line of said Regional Mall Addition and with the south line of said Lot 1, a distance of 299.54 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 50.00 feet and a central angle of $32^{\circ}21'38''$;

THENCE continuing with the easterly line of said Regional Mall Addition and the south line of said Lot 1, an arc distance of 28.24 feet (Chord Bearing North $71^{\circ}27'21''$ East 27.87 feet), to a 1/2-inch iron rod

with red cap stamped "PJB SURVEYING" set at the southeast corner of said Lot 1, being in the west line of said US Highway 75;

THENCE South $04^{\circ}07'55''$ East, continuing with the easterly line of said Regional Mall Addition and with the west line of said US Highway 75, for a distance of 74.31 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of Collin Creek Village Addition II, an addition to the City of Plano, recorded in Instrument No. 20130607010001670, in the Deed Records of Collin County, Texas, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of $40^{\circ}05'16''$;

THENCE continuing with the easterly line of said Regional Mall Addition, with the north line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 20.99 feet (Chord Bearing North $72^{\circ}19'12''$ West 20.56 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South $87^{\circ}38'10''$ West, continuing with the easterly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition II, a distance of 309.28 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$;

THENCE continuing with the easterly line of said Regional Mall Addition, with the northwesterly line of said Collin Creek Village Addition II and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South $42^{\circ}38'10''$ West 28.28 feet), to an "X" set in concrete at the point of tangency;

THENCE South $02^{\circ}21'50''$ East, continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, a distance of 17.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of $45^{\circ}00'00''$;

THENCE continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing South $20^{\circ}08'10''$ West 91.46 feet) to an "X" found in concrete at the point of tangency;

THENCE South $42^{\circ}38'10''$ West, continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, a distance of 233.03 feet to a Magnail set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$;

THENCE continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South $02^{\circ}21'50''$ East 28.28 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South $47^{\circ}21'50''$ East, continuing with the easterly line of said Regional Mall Addition and with the west line of said Collin Creek Village Addition II, a distance of 54.29 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 129.00 feet and a central angle of $45^{\circ}00'00''$;

THENCE continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, an arc distance of 101.32 feet (Chord Bearing South $24^{\circ}51'50''$ East 98.73 feet), to a Magnail set at the point of tangency;

THENCE South $02^{\circ}21'50''$ East, continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, a distance of 395.67 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of $51^{\circ}38'33''$;

THENCE continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 27.04 feet (Chord Bearing South $28^{\circ}11'06''$ East 26.13 feet), to an "X" set in concrete at the southeast corner of said Regional Mall Addition, being in the north line of Plano Parkway (variable width right-of-way);

THENCE South $87^{\circ}39'17''$ West, continuing with the southerly line of said Regional Mall Addition and the north line of said Plano Parkway, a distance of 82.73 feet to an "X" set in concrete, being on curve to the left, having a radius of 30.00 feet and a central angle of $51^{\circ}33'36''$;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, an addition to the City of Plano, recorded in Cabinet H, Page 433, in said Map Records, and with said curve to the left, an arc distance of 27.00 feet (Chord Bearing North $23^{\circ}24'58''$ East 26.10 feet), to a Magnail set at the point of tangency;

THENCE North $02^{\circ}21'50''$ West, continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, a distance of 395.67 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 69.00 feet and a central angle of $45^{\circ}00'00''$;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, and with said curve to the left, an arc distance of 54.19 feet (Chord Bearing North $24^{\circ}51'50''$ West 52.81 feet), to a PK Nail set at the point of tangency;

THENCE North $47^{\circ}21'50''$ West, continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, a distance of 54.29 feet to a 5/8-inch iron rod with cap stamped "STANTEC" found at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$;

THENCE continuing with the southerly line of said Regional Mall Addition and with the north line of said Collin Creek Village Addition Block V, an arc distance of 31.42 feet (Chord Bearing South $87^{\circ}38'10''$ West 28.28 feet), to a Magnail set at the point of tangency;

THENCE South $42^{\circ}38'10''$ West, continuing with the southerly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition Block V, a distance of 42.63 feet to a Magnail set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of $45^{\circ}00'00''$;

THENCE continuing with the southerly line of said Regional Mall Addition and the north line of Collin Creek Village Addition Block V, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing South $65^{\circ}08'10''$ West 91.46 feet), to a Magnail set at the point of tangency;

THENCE South $87^{\circ}38'10''$ West, continuing with the southerly line of said Regional Mall Addition and the north lines of said Collin Creek Village Addition Block V and Collin Creek Addition Village Addition Block V, Lot I, an addition to the City of Plano, recorded in Cabinet F, Page 566, in said Map Records, a distance of 725.84 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$;

THENCE continuing with the southerly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition Block V Lot II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South $42^{\circ}38'10''$ West 28.28 feet), to a the POINT OF BEGINNING and containing 60.599 acres of land.

SAVE & EXCEPT TRACT LEGAL DESCRIPTION

BEING a tract of land situated in the Samuel Klepper Survey, Abstract No. 216, in the City of Plano, Collin County, Texas, being part of Lot 2 Block A of the Second Filing of Regional Mall Addition, an addition to the City of Plano, recorded in Cabinet C, Page 319, in the Map Records of Collin County, Texas, being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" at the most westerly northwest corner of Collin Creek Village Addition Block V and Collin Creek Addition Village Addition Block V, Lot I, an addition to the City of Plano, recorded in Cabinet F, Page 566, in said Map Records, being in the south line of said Lot 2 Block A;

THENCE, North $03^{\circ}01'31''$ East, for a distance of 70.31 feet, to the POINT OF BEGINNING;

THENCE, North $02^{\circ}03'52''$ West, for a distance of 76.59 feet, at the point of curvature of a curve to the right, having a radius of 213.50 feet, a central angle of $44^{\circ}43'15''$;

THENCE, along said curve to the right for an arc distance of 166.64 feet (Chord Bearing North $20^{\circ}17'46''$ East – 162.44 feet), at the point of tangency;

THENCE, North $42^{\circ}39'24''$ East, for a distance of 119.51 feet, on a non-tangent curve to the left, having a radius of 62.50 feet, a central angle of $75^{\circ}01'57''$;

THENCE, along said curve to the left for an arc distance of 81.85 feet (Chord Bearing North $46^{\circ}46'42''$ East – 76.12 feet);

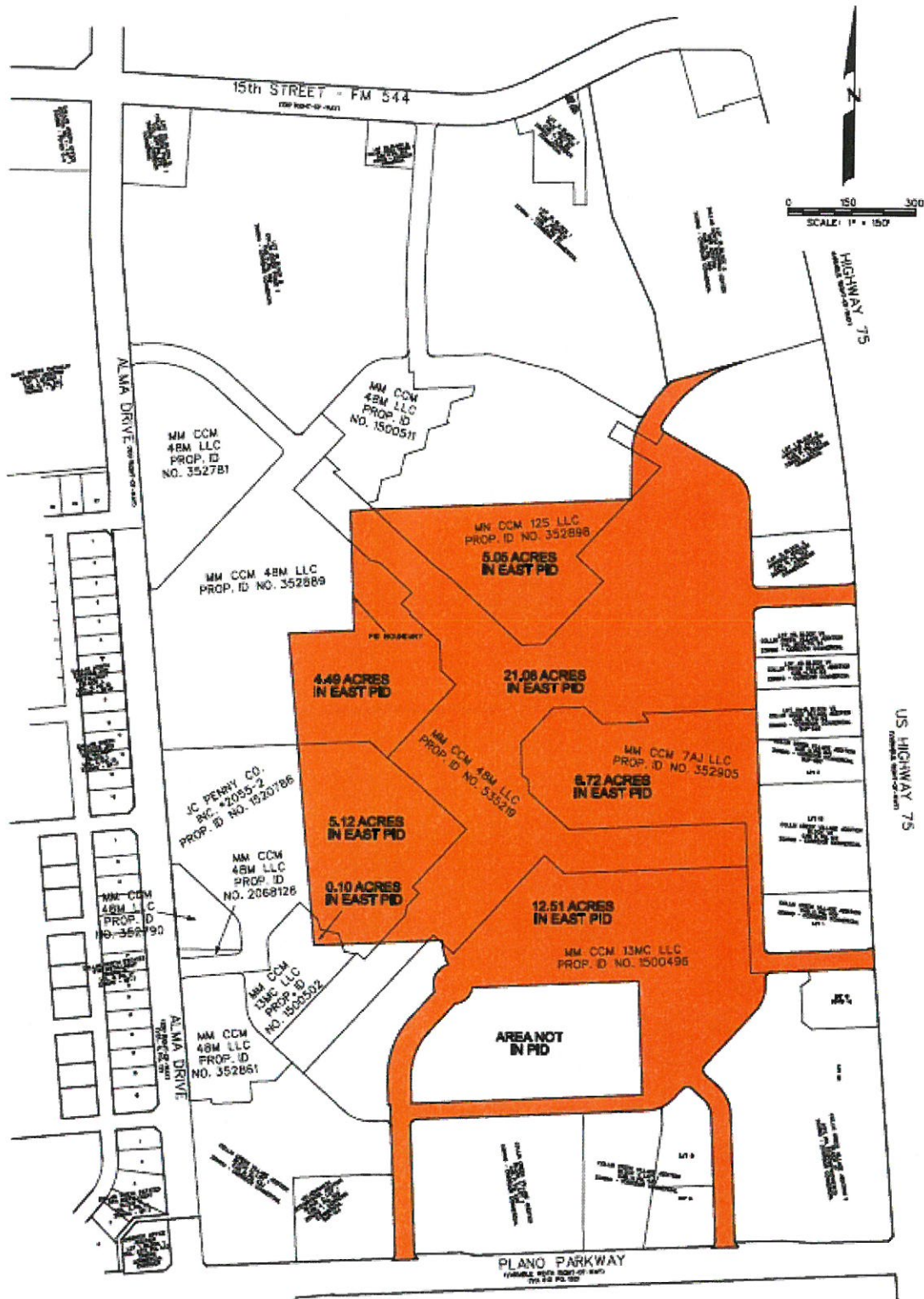
THENCE, North $87^{\circ}38'10''$ East, for a distance of 522.18 feet;

THENCE, South $02^{\circ}21'50''$ East, for a distance of 360.77 feet;

THENCE, South $87^{\circ}38'10''$ West, for a distance of 727.28 feet, to the POINT OF BEGINNING and containing 5.533 acres of land.

EXHIBIT B

Property Depiction



EAST PID
55.07 ACRES

EXHIBIT 2

NOTICE OF PUBLIC HEARING OF THE CITY OF PLANO, TEXAS TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY.

NOTICE IS HEREBY GIVEN THAT the City Council (the “City Council”) of the City of Plano, Texas (the “City”), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the “Act”), will hold a public hearing at 7:00 P.M. on August 26, 2019, in the Senator Florence Shapiro Council Chambers at Plano Municipal Center, 1520 K Avenue, Plano, Texas 75074, for the purpose of considering the establishment by the City of a public improvement district to be located within the corporate limits of the City.

In accordance with the Act, the City Council has received a petition (the “Petition”) from certain property owners within the corporate limits of the City (the “Petitioners”), that requests the establishment of a public improvement district (the “PID”). The Petition and the legal description of the property to be included in the PID are on file and open for public inspection in the office of the City Secretary at 1520 K Avenue, Plano, Texas 75074. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS: The proposed public improvements (the “Authorized Improvements”) to be made within the PID include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS: The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$140,000,000 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will

pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID and/or from revenues received from a Tax Increment Reinvestment Zone ("TIRZ") established by the City that shall include the property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

PROPOSED METHOD OF ASSESSMENT: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners, including revenue received by the City pursuant to a TIRZ applicable to the property within the PID, if any.

BOUNDARIES OF THE PROPOSED PID: The PID is proposed to include approximately 55.066 acres of land generally located South of 15th Street, West of U.S. Highway 75 and North of Plano Parkway, in Plano, Texas. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

THE CITY OF PLANO, TEXAS



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

Resolution No. 2019-7-6(R): to call for a public hearing on the creation of a public improvement district, the Collin Creek West Public Improvement District, being located within the corporate limits of the City of Plano; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no financial impact. If adopted the financial impact of creating a Public Infrastructure District for the western portion of the Collin Creek Mall area is indeterminable at this time, with the funding for the district's activities being born by property owners within the district.

SUMMARY OF ITEM

This action call a public hearing to discuss the creation of a public improvement district over the western

portion of the Collin Creek Mall site. The western portion contains the majority of single family residential development. Details of the district's creation will be discussed at the public hearing in August.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/18/2019	Resolution

A Resolution of the City of Plano, Texas, calling for a public hearing on the creation of a public improvement district, the Collin Creek West Public Improvement District, being located within the corporate limits of the City of Plano; and providing an effective date.

WHEREAS, the City Council (the “City Council”) of the City of Plano, Texas (the “City”) has received a petition (the “Petition”) requesting creation of a public improvement district (the “PID”) under Chapter 372 of the Texas Local Government Code (the “Act”), from the record owners of taxable real property representing more than fifty percent (“50%”) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Collin County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID; and

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit 1, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed PID are described in the Exhibit A to the Petition and shown on the map attached to the Petition as Exhibit B, said area for the PID being within the corporate limits of the City; and

WHEREAS, the City Council accepts the Petition and desires to schedule a public hearing to consider the creation of the PID to finance the following public improvements (the “Authorized Improvements”): (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

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

Section I: That a public hearing is hereby scheduled at 7:00 P.M. on August 26, 2019, in the Senator Florence Shapiro Council Chambers at Plano Municipal Center, 1520 K Avenue, Plano, Texas 75074, to receive public comment on the creation of the PID in the area described in Exhibit A to the Petition and as shown on the map attached to the Petition as Exhibit B, pursuant to the Act; and

Section II: That notice of said hearing, in the substantially final form set forth in Exhibit 2 attached hereto, with such changes as may be approved by the City's counsel, shall be published in a newspaper of general circulation in the City before the 15th day prior to the hearing as required by the Act; and

Section III: That written notice, in the substantially final form set forth in Exhibit 2 attached hereto with such changes as may be approved by the City's counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment under the PID, before the 15th day prior to the date set for the hearing; and

Section IV: That all of the above recitals are her by found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein; and

Section V: That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision; and

Section VI: That this Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

DULY PASSED AND APPROVED this 22nd day of July 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT 1

PETITION
(see attached Petition)

JUL 12 2019

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
WITHIN THE CITY OF PLANO, TEXAS FOR THE COLLIN CREEK WEST PUBLIC
IMPROVEMENT DISTRICT**

CITY SECRETARY'S OFFICE

This petition ("Petition") is submitted and filed with the City Secretary of the City of Plano, Texas ("City"), by MM CCM 48M, LLC, a Texas limited liability company, MM CCM 13MC, LLC, a Texas limited liability company, and MM CCM 12S, LLC, a Texas limited liability company, owners of a majority of the real property (collectively, the "Petitioners") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioners request that the City create a public improvement district (the "District"), to include property located within the city limits of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioners would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District is \$32,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District, and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioners may also pay certain costs of the improvements from other funds available to the Petitioners.

Section 6. Management of the District. The Petitioners propose that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioners Request Establishment of the District. The persons signing this Petition request the establishment of the District, are duly authorized, and have the corporate authority to execute and deliver the Petition.

Section 8. Advisory Board. The Petitioners propose that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioners request that a representative of the Petitioners be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as

provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioners may show themselves to be entitled.


RESPECTFULLY SUBMITTED, on this the 12th day of July, 2019.

[Signature pages to follow]

MM CCM 48M, LLC,
a Texas limited liability company

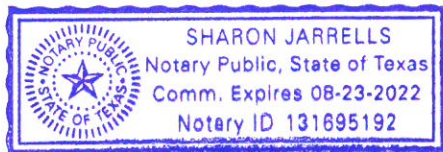
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of July, 2019 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CCM 48M, LLC, a Texas limited liability company on behalf of said company.





Notary Public, State of Texas

MM CCM 13MC, LLC,
a Texas limited liability company

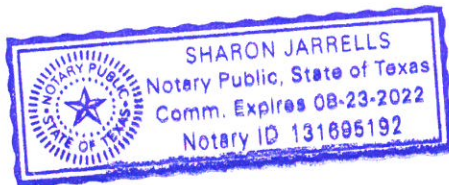
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

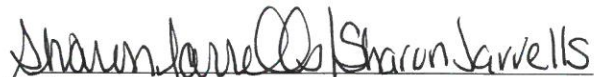
By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of July, 2019 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CCM 13MC, LLC, a Texas limited liability company on behalf of said company.

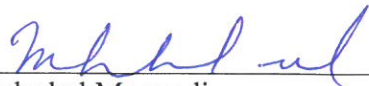



Notary Public, State of Texas

MM CCM 12S, LLC,
a Texas limited liability company

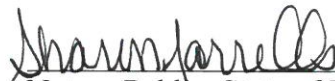
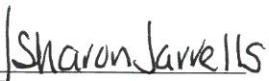
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of July, 2019 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CCM 12S, LLC, a Texas limited liability company on behalf of said company.

 
Notary Public, State of Texas

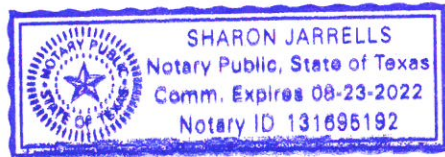


EXHIBIT A

Metes and Bounds

PID West Legal Description – Approximately 39.37 Acres

BEING a tract of land situated in the Joseph Klepper Survey, Abstract No. 213 and the Samuel Klepper Survey, Abstract No. 216, in the City of Plano, Collin County, Texas, being all of Lot 7 Block A and part of Lots 1,2 & 6, Block A, of the Second Filing of Regional Mall Addition, an addition to the City of Plano, recorded in Cabinet C, Page 319, in the Map Records of Collin County, Texas, being more particularly described as follows:

BEGINNING at a PK Nail set at a northwest corner of said Regional Mall Addition, same being the southwest corner of Lot 1R, Block B, Collin Creek Phase II, an addition to the City of Plano, records in Cabinet P, Page 989, in said Map Records, being in the east line of Alma Drive (called 100-foot right-of-way), said point also being on a curve to the left, having a radius of 30.00 feet and a central angle of $44^{\circ}25'24''$;

THENCE with the northerly line of said Regional Mall Addition and the south line of said Collin Creek Phase II, an arc distance of 23.26 feet (Chord Bearing South $72^{\circ}52'08''$ East 22.68 feet), to an "X" found in concrete at the point of tangency;

THENCE North $84^{\circ}55'10''$ East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 19.73 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 360.00 feet and a central angle of $47^{\circ}43'00''$;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the right, an arc distance of 299.81 feet (Chord Bearing South $71^{\circ}13'20''$ East 291.22 feet) to a 1/2-inch iron rod found at the point of tangency;

THENCE South $47^{\circ}21'50''$ East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 275.51 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North $87^{\circ}38'10''$ East 28.28 feet), to a Magnail set at the point of tangency;

THENCE North $42^{\circ}38'10''$ East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 267.84 feet to a nail found at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of $45^{\circ}00'00''$;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing North 65°08'10" East 91.46 feet), to an "X" found in concrete at the point of tangency;

THENCE North 87°38'10" East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 44.00 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90°00'00";

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North 42°38'10" East 28.28 feet), to an "X" set in concrete at the point of tangency, being in the east line of said Lot 1R

THENCE North 02°21'50" West, continuing with the northerly line of said Regional Mall Addition and with the east line of said Collin Creek Phase II, a distance of 199.99 feet to a nail found at the point of curvature of a curve to the right, having a radius of 1,030.00 feet and a central angle of 06°00'30";

THENCE, continuing with the northerly line of said Regional Mall Addition and the east line of said Collin Creek Phase II, an arc distance of 108.01 feet (Chord Bearing North 00°38'25" East 107.96 feet) to a PK Nail set at the point of tangency;

THENCE North 03°38'40" East, continuing with the northerly line of said Regional Mall Addition and with the east lines of said Collin Creek Phase II and Lot 3R, Block B, Collin Creek Phase II, an addition to the City of Plano, recorded in Cabinet H, Page 408, in said Map Records, a distance of 392.14 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 41°45'15";

THENCE continuing with the northerly line of said Regional Mall Addition and with the east line of said Lot 3R, an arc distance of 21.86 feet (Chord Bearing North 17°13'58" West 21.38 feet), to a PK Nail set at the northeast corner of said Lot 3R, being in the south line of FM 544 15th Street (100-foot right-of-way);

THENCE South 86° 21'20" East, continuing with the northerly line of said Regional Mall Addition and with the south line of said FM 544, a distance of 76.34 feet to a PK Nail set at the northwest corner of Pace Addition, an addition to the City of Plano, recorded in Cabinet K, Page 90, in said Map Records, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of 44°49'28";

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 23.47 feet (Chord Bearing South 26°03'24" West 22.88 feet), to a PK Nail set at the point of tangency;

THENCE South 03°38'40" West, continuing with the northerly line of said Regional Mall Addition and the west line of said Pace Addition, a distance of 390.97 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius 970.00 feet and a central angle of 06°00'30";

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 101.72 feet (Chord Bearing South 00°38'25" West 101.67 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 02°21'50" East, continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, a distance of 200.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90°00'00";

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 47°21'50" East 28.28 feet), to an "X" set in concrete at the point of tangency, being in the south line of said Pace Addition;

THENCE North 87°38'10" East, continuing with the northerly line of said Regional Mall and the south line of said Pace Addition, a distance of 162.94 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 16°15'00";

THENCE continuing with the northerly line of said Regional Mall and the south line of said Pace Addition, and with said curve to the right, an arc distance of 33.89 feet (Chord Bearing South 84°14'22" East 33.78 feet), to an "X" set in concrete at the point of tangency;

THENCE South 76°06'50" East, continuing with the northerly line of said Regional Mall and the south line of said Pace Addition, a distance of 194.97 feet to a Magnail set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 16°15'00";

THENCE continuing with the northerly line of said Regional Mall and the south line of said Pace Addition, and with said curve to the right, an arc distance of 33.89 feet (Chord Bearing South 67°59'22" East 33.78 feet), to an "X" set in concrete at the point of tangency;

THENCE South 59°51'50" East, continuing with the northerly line of said Regional Mall and the south line of said Pace Addition, a distance of 258.64 feet to an "X" set in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90°00'00";

THENCE continuing with the northerly line of said Regional Mall and the south line of said Pace Addition, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North 75°08'10" East 28.28 feet), to an "X" set in concrete;

THENCE, South 30°30'03" West, departing said northerly line, for a distance of 35.29 feet, to a point on a curve to the left, having a radius of 231.50 feet, a central angle of 25°20'15";

THENCE, along said curve to the left for an arc distance of 102.38 feet (Chord Bearing South 13°18'43" West - 101.54 feet), to a point of tangency;

THENCE, South 00°38'35" West, for a distance of 140.77 feet;

THENCE, South 87°38'43" West, for a distance of 810.01 feet;

THENCE, South 84°55'10" West, for a distance of 64.65 feet, on a curve to the right, having a radius of 281.50 feet, a central angle of 05°48'35";

THENCE, along said curve to the right for an arc distance of 28.54 feet (Chord Bearing South 05°15'35" East - 28.53 feet), at the point of tangency

THENCE, South 02°21'17" East, for a distance of 347.71 feet;

THENCE, South 87°20'25" West, for a distance of 204.53 feet;

THENCE, South 05°04'48" East, for a distance of 987.92 feet;

THENCE, North 87°38'43" East, for a distance of 402.25 feet, to a point on a non-tangent curve to the left, having a radius of 213.50 feet, a central angle of 21°14'45";

THENCE, along said curve to the left for an arc distance of 79.17 feet (Chord Bearing South 14°31'32" East - 78.72 feet), to a point on a non-tangent curve to the left, having a radius of 64.36 feet, a central angle of 95°02'21";

THENCE, along said curve to the left for an arc distance of 106.76 feet (Chord Bearing South 25°34'47" West - 94.94 feet);

THENCE, South 42°39'24" West, for a distance of 104.89 feet, to a point of curvature of a curve to the left, having a radius of 286.50 feet, a central angle of 44°43'15";

THENCE, along said curve to the left for an arc distance of 223.62 feet (Chord Bearing South 20°17'46" West - 217.99 feet);

THENCE, South 02°03'52" East, for a distance of 76.98 feet;

THENCE, North 87°26'22" East, for a distance of 6.16 feet;

THENCE, South 02°33'38" East, for a distance of 70.02 feet, to a 1/2-inch iron rod found in the southerly line of said Regional Mall Addition and the east line of Collin Creek Village Addition, Block IV, Lot 1 an addition to the City of Plano, recorded in Cabinet H, Page 433, in said Map Records being on a curve to the left, having a radius of 20.00 feet and a central angle of 90°00'00";

THENCE continuing with the southerly line of said Regional Mall Addition and the east line of said Collin Creek Village Addition, Block IV, Lot 1, an arc distance of 31.42 feet (Chord Bearing North 47°21'50" West 28.28 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87°38'10" West, continuing with the southerly line of said Regional Mall Addition and with northerly line of said Collin Creek Village Addition, Block IV, Lot 1, a distance of 40.00 feet to an "X" in concrete found at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45°00'00";

THENCE continuing with the southerly line of said Regional Mall Addition and the northerly line of said Collin Creek Village Addition, Block IV, Lot 1, an arc distance of 93.86 feet (Chord Bearing North 69°51'50" West 91.46 feet), to a 1-inch iron rod found at the point of tangency;

THENCE North 47°21'50" West, continuing with the southerly line of said Regional Mall Addition and the northerly line of said Collin Creek Village Addition, Block IV, Lot 1, a distance of 224.59 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northernmost corner of said Collin Creek Village Addition, Block IV, Lot 1 and the southeast corner of a tract of land described as "Vacant Property - Tract A", in a deed to JPMCCM 2201-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records,

THENCE South 42°38'10" West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and with the southerly line of said "Vacant Property Tract A", a distance of 77.87 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South 87°38'10" West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 77.64 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South 05°04'50" East, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 54.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 10.00 feet and a central angle of 92° 43'00";

THENCE continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", and with said curve to the right, an arc distance of 16.18 feet (Chord Bearing South 41°16'40" West 14.47 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South $87^{\circ}38'10''$ West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 107.91 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 10.00 feet and a central angle of $87^{\circ}17'00''$;

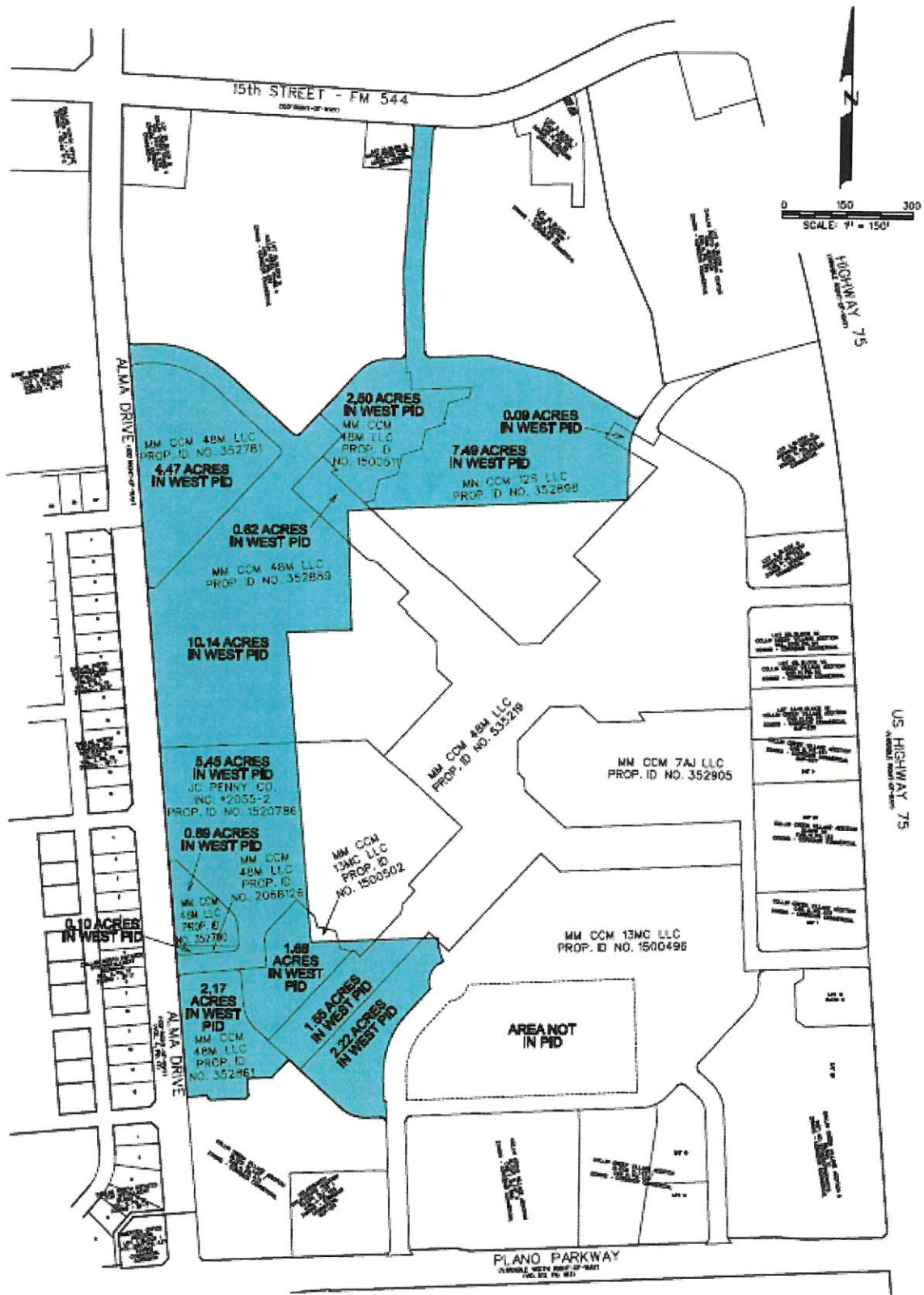
THENCE continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", and with said curve to the right, an arc distance of 15.23 feet (Chord Bearing North $48^{\circ}43'20''$ West 13.80 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE North $05^{\circ}04'50''$ West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 5.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South $84^{\circ}55'10''$ West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 65.49 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northwest corner of said Collin Creek Village Addition, Block IV, Lot 1 and the southwest corner of said "Vacant Property Tract A", also being in the east line of Alma Drive (100 foot right-of-way);

THENCE North $05^{\circ}04'50''$ West, with the west line of said "Vacant Property Tract A", the west line of said Regional Mall Addition, the west line of a tract of land described as "Vacant Property - Tract B" in a deed to JPMCCM 2201-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records, and with the east line of said Alma Drive, a distance of 2403.56 feet to the POINT OF BEGINNING and containing 39.37 acres of land.

EXHIBIT B Property Depiction



WEST PID

EXHIBIT 2

NOTICE OF PUBLIC HEARING OF THE CITY OF PLANO, TEXAS TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY.

NOTICE IS HEREBY GIVEN THAT the City Council (the “City Council”) of the City of Plano, Texas (the “City”), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the “Act”), will hold a public hearing at 7:00 P.M. on August 26, 2019, in the Senator Florence Shapiro Council Chambers at Plano Municipal Center, 1520 K Avenue, Plano, Texas 75074, for the purpose of considering the establishment by the City of a public improvement district to be located within the corporate limits of the City.

In accordance with the Act, the City Council has received a petition (the “Petition”) from certain property owners within the corporate limits of the City (the “Petitioners”), that requests the establishment of a public improvement district (the “PID”). The Petition and the legal description of the property to be included in the PID are on file and open for public inspection in the office of the City Secretary at 1520 K Avenue, Plano, Texas 75074. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS: The proposed public improvements (the “Authorized Improvements”) to be made within the PID include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS: The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$32,000,000 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will

pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID and/or from revenues received from a Tax Increment Reinvestment Zone ("TIRZ") established by the City that shall include the property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

PROPOSED METHOD OF ASSESSMENT: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners, including revenue received by the City pursuant to a TIRZ applicable to the property within the PID, if any.

BOUNDARIES OF THE PROPOSED PID: The PID is proposed to include approximately 39.37 acres of vacant land generally located South of 15th Street, West of U.S. Highway 75 and North of Plano Parkway, in Plano, Texas. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

THE CITY OF PLANO, TEXAS



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2019-005 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending Specific Use Permit No. 550 for Day Care Center and granting Specific Use Permit No. 551 for Private School on 7.5 acres located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center; 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: Montessori New Beginnings Academy, Inc. **Tabled to August 12, 2019**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2019-005 Follow-Up	7/16/2019	P/Z Follow-up Memo
ZC 2019-005 Write-Up	7/16/2019	Staff Report
ZC 2019-005 Locator	7/16/2019	Map
ZC 2019-005 Aerial	7/16/2019	Map
ZC 2019-005 Zoning Exhibit (Bold)	7/16/2019	Map
ZC 2019-005 Letter from Applicant	7/16/2019	Letter
ZC 2019-005 Ordinance with Exhibits	7/16/2019	Ordinance

DATE: July 16, 2019
TO: Honorable Mayor & City Council
FROM: M. Nathan Barbera, 1st Vice Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of July 15, 2019

**AGENDA ITEM NO. 2 - PUBLIC HEARING
ZONING CASE 2019-005**

APPLICANT: MONTESSORI NEW BEGINNINGS ACADEMY, INC.

Request to amend Specific Use Permit No. 550 for Day Care Center to establish a maximum number of children and to request a Specific Use Permit for Private School on 7.5 acres located at the southeast corner of Legacy Drive and Ohio Drive. Zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center. Tabled June 17, 2019. Project #ZC2019-005.

APPROVED:	<u>6-0</u>	DENIED:	<u> </u>	TABLED:	<u> </u>		
Speaker Card(s) Received		Support:	<u>15</u>	Oppose:	<u>7</u>	Neutral:	<u>0</u>
Letters Received Within 200' Notice Area:		Support:	<u>1</u>	Oppose:	<u>14</u>	Neutral:	<u>1</u>
Petition Signatures Received:		Support:	<u>0</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>
Other Responses:		Support:	<u>73</u>	Oppose:	<u>94</u>	Neutral:	<u>4</u>

STIPULATIONS:

Recommended for approval as follows:

1. Amend Specific Use Permit No. 550 for Day Care Center to include the following restriction:
 - a. Maximum number of children: 304
2. Approve a Specific Use Permit for Private School with the following restrictions:
 - a. Maximum number of students: 50. This number must be combined with the number of day care center children and must not exceed a combined total of 304 children as restricted by Specific Use Permit No. 550 for Day Care Center.
 - b. Students must be under 14 years of age.

- c. An irrigated landscaped edge with a combination of trees and shrubs must be installed between the easternmost building and the eastern property line.
- d. Solid waste enclosures must be located between Ohio Drive and the western most building.

FOR CITY COUNCIL MEETING OF: July 22, 2019 (To view the agenda for this meeting, see www.plano.gov)
PUBLIC HEARING - ORDINANCE

EM/amc

xc: Ian Mattingly, Montessori New Beginnings Academy, Inc.
Lauren Lackey, Cates-Clark & Associates, LP
Rebecca Bernard, Montessori New Beginnings Academy, Inc.
Robert Pruett, Cates-Clark & Associates, LP
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/eenMriw7vHkxaZh88>

CITY OF PLANO
PLANNING & ZONING COMMISSION

July 15, 2019

Agenda Item No. 2

Public Hearing: Zoning Case 2019-005

Applicant: Montessori New Beginnings Academy, Inc.

DESCRIPTION:

Request to amend Specific Use Permit No. 550 for Day Care Center to establish a maximum number of children and to request a Specific Use Permit for Private School on 7.5 acres located at the southeast corner of Legacy Drive and Ohio Drive. Zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center. Tabled June 17, 2019. Project #ZC2019-005.

BACKGROUND:

The subject property is currently developed as a day care center. Initially, this request was solely for a Specific Use Permit (SUP) for the additional use of Private School. During consideration of the zoning case at their meeting on June 17, 2019, the Planning & Zoning Commission (Commission) requested that the applicant include a limitation on the number of children associated with existing SUP No. 550 for Day Care Center to accompany a restriction of the number of students for the proposed private school. In order to accommodate the Commission's request, the applicant amended their SUP application and tabled the request to the July 15, 2019, meeting. To ensure any necessary zoning issues are resolved prior to the start of the school year, if the Commission recommends approval, the case will be heard by the City Council on July 22, 2019.

The Zoning Ordinance defines a day care center as an operation other than public, parochial, or private school providing care for seven or more children under 14 years of age for less than 24 hours per day at a location other than a residence. Private school is defined as a school under the sponsorship of a private agency or corporation other than a public or religious agency, having a curriculum generally equivalent to public elementary or secondary school.

The subject property is zoned Single-Family Residence-7 (SF-7). The SF-7 district is intended to provide for areas of urban single-family development on moderate-size lots, protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district, which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. Section 6.100 (Specific Use Permits) of Article 6 (Specific Use Permits and Certificates of Occupancy) states the following:

“The Planning & Zoning Commission in considering and determining its recommendations to the City Council on any request for a specific use permit may require from the applicant plans, information, operating data, and expert evaluation concerning the location, function, and characteristics of any building or use proposed. The City Council may, in the interest of the public welfare and to insure compliance with this ordinance, establish conditions of operation, location, arrangement, and type and manner of construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as specific use permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.”

History

Specific Use Permit No. 550 for Day Care Center was initially approved in 2004 with no specified restrictions on the number of children or other site improvements. The subject property was developed in 2006 with a one-story, 14,790 square foot building, which features seven classrooms and other associated spaces. The initial concept plan for the day care center showed a future building expansion on the east side of the subject property. The base SF-7 zoning district allows buildings up to two stories, 35 feet in height.

In 2018, the property owner received approval for a 46,223 square foot building expansion of the day care center. The new building is currently under construction and will be two stories, 35 feet tall when completed. Once finished, the building will feature eight classrooms, a full service kitchen to prepare meals for children onsite, a gymnasium, and a storm shelter. The new building meets the area, yard, setback, and height requirements of the SF-7 district.

During the construction of this new building, the city became aware of the education of school-aged children. After researching the programs, staff determined that the property owner has been operating a private school with 22 elementary age students of the 160 total children during the school year. Staff informed the property owner that they must request an SUP to continue the private school use or, alternatively, they could operate only day care programs onsite.

Surrounding Land Use and Zoning

North	To the north, across Legacy Drive, is a single-family residential subdivision zoned Planned Development-281-Single-Family Residence-7/Single-Family Residence-9 (PD-281-SF-7/SF-9), and a hotel zoned General Office (O-2).
West	To the west, across Ohio Drive, is a multifamily residential development zoned Planned Development-164-Multifamily Residence-2 (PD-164-MF-2).
East	To the east is a drainage feature owned by the City of Plano, and a single-family residential subdivision zoned SF-7.
South	To the south is a day care center zoned SF-7 with S-99 for Day Care Center, a drainage feature owned by the City of Plano, and a residential subdivision zoned SF-7.

Conformance to the Comprehensive Plan

Future Land Use Map - The Future Land Use Map of the city's Comprehensive Plan designates the subject property as Neighborhood (N).

The Neighborhood future land use category consists primarily of residential areas focused on sustaining a high quality of life through clear, well-maintained infrastructure, housing, open space, schools, and limited service/institutional uses. Single-family residential should remain the primary use within neighborhoods. It is the intention to preserve and enhance these uses and to regulate the design of new residential infill products to be within the context of the surrounding environment. Institutional, light office, and service uses are considered secondary uses and may be located along the frontage of arterial streets and intersections. Adequate building setbacks must be considered when development is proposed near neighborhoods.



The Zoning Ordinance classifies a private school as an institutional use. The N designation supports institutional uses if they are secondary and located along the frontage of arterial streets and intersections. The requested private school will be an expansion of the existing educational programs onsite and will allow the applicant to serve a broader range of children within the community. The subject property is located at the intersection of Legacy Drive and Ohio Drive, consistent with the recommended location for institutional uses at the intersection of aerial streets.

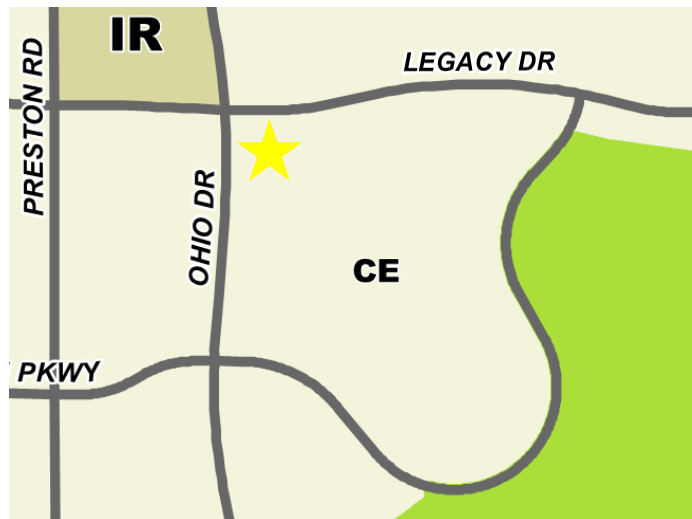
With the proposed limitation on the number of students, the applicant intends to operate the private school as a supporting use to the day care center. Additionally, the applicant

is proposing two design restrictions to mitigate impact on the neighborhoods to the south and east. An irrigated landscape screen will buffer the buildings from existing residences to the east of the subject property, and restrictions on the placement of solid waste containers will limit nuisances. This request is in conformance with the N designation.

Growth and Change Map - The Growth and Change Map designates the subject property as Conserve and Enhance (CE).

These areas are expected to retain the current form of development, but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.

This requested SUP would allow flexibility for the applicant to offer more educational programs, supporting the present form and character of the subject property. Additionally, the applicant is proposing stipulations intended to respect adjacent residences. This request is in conformance with the CE designation.



Private School Use

Schools are typical land uses within and adjacent to neighborhoods in Plano. Public schools offering elementary curriculum are usually sited on parcels of land between five and fifteen acres within residential areas. The size of this property, its access to public streets, and separation due to the drainage easement, all indicate this location is appropriate for this land use. Additionally, the restrictions offered further mitigate the impacts of the private school use.

Proposed SUP Restrictions

Based upon the feedback from the Commission at the June 17, 2019 meeting, the applicant is proposing the following restrictions:

Specific Use Permit No. 550 for Day Care Center

Maximum number of children: 304

Specific Use Permit for Private School

1. Maximum number of students: 50. This number must be combined with the number of day care center children and must not exceed a combined total of 304 children as restricted by Specific Use Permit No. 550 for Day Care Center.
2. Students must be under 14 years of age.

3. An irrigated landscaped edge with a combination of trees and shrubs must be installed between the easternmost building and the eastern property line.
4. Solid waste enclosures must be located between Ohio Drive and the western most building.

The applicant is requesting to limit the total number of day care center children to 304. Of these 304 children, only 50 would be permitted to attend the private school, and students must be under the age of 14, as proposed by the updated stipulations. During the 2018-2019 school year, the total enrollment of the facility was 160 children, including 22 private school children. Moving forward, the applicant is requesting to accommodate two classrooms, or a maximum of 50 students, within the private school.

Stipulations for site development improvements are also proposed. The existing SF-7 zoning allows a minimum building setback of 10 feet and a maximum building height of two stories, 35 feet. To buffer residences to the east, the applicant is proposing a supplementary landscape edge along the building facade adjacent to the eastern property line.

The landscape buffer will be placed between the eastern building facade and the residential neighborhood to the east. Also situated between the two developments is an existing drainage feature owned by the property owner and the City of Plano with a width of 100 feet. The existing drainage easement and proposed landscape buffer create a unique building separation and screening condition for the adjacent residential properties.

An additional stipulation will restrict solid waste collection to the western side of the subject property, near Ohio Drive. This requirement would create a 325-foot separation from the neighborhood to the south, and a 675-foot separation from the neighborhood to the east for solid waste services.

The proposed development restrictions will respect the adjacent residential neighborhoods by allowing a limited number of day care center children and private school students, improving the property's aesthetics, and restricting the location of waste service operations. Staff is in support of the proposed development stipulations.

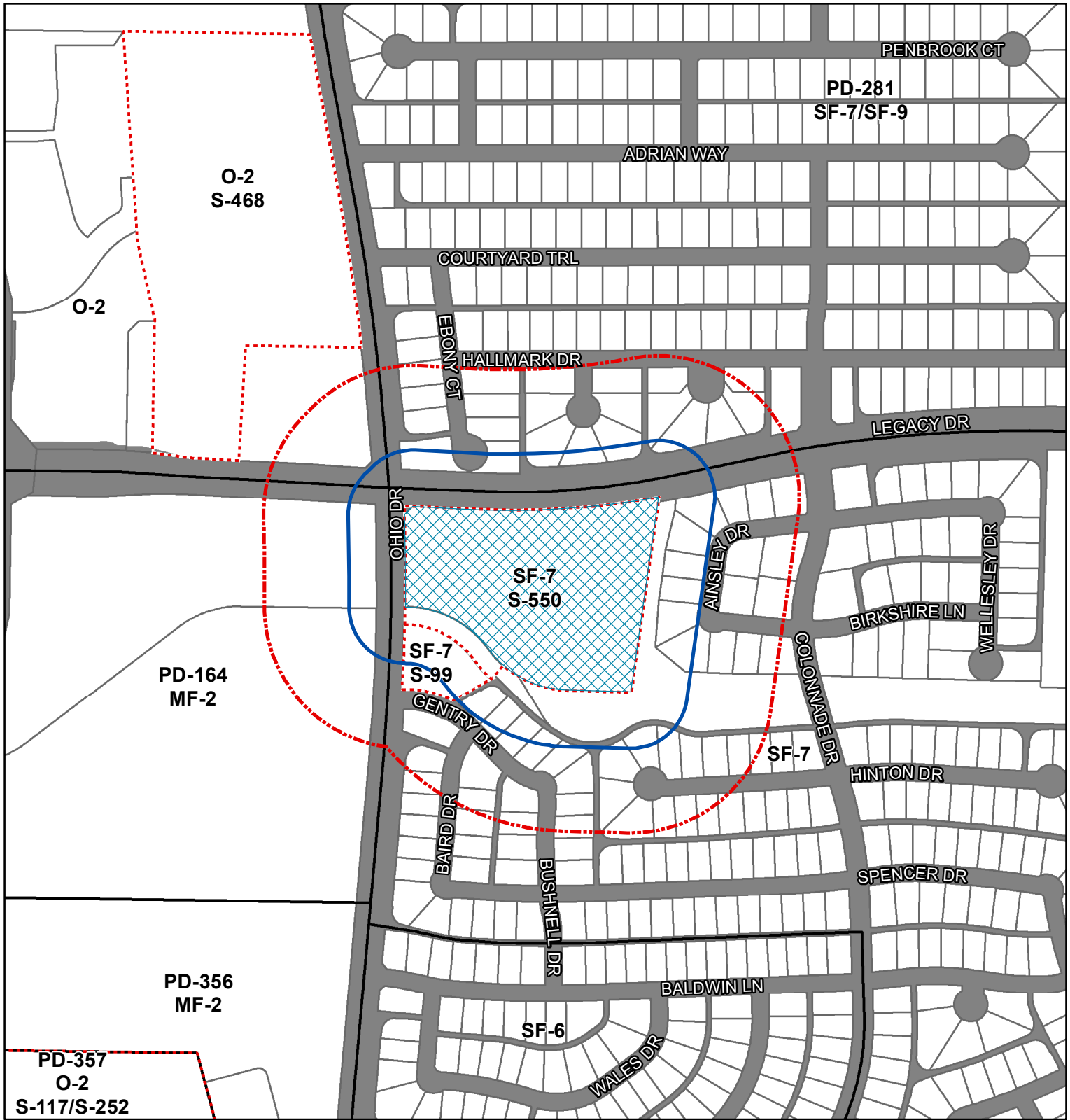
SUMMARY:

The property owner is requesting to amend Specific Use Permit No. 550 for Day Care Center and is requesting an SUP for Private School as a compliment to the existing day care center use. The request is in conformance with the recommendations of the Comprehensive Plan. The applicant is proposing stipulations to restrict the number of day care center children and private school students, and require site improvements to respect the adjacent residential neighborhood. For these reasons, staff is in support of the request.

RECOMMENDATION:

Recommended for approval as follows:

1. Amend Specific Use Permit No. 550 for Day Care Center to include the following restriction:
 - a. Maximum number of children: 304
2. Approve a Specific Use Permit for Private School with the following restrictions:
 - a. Maximum number of students: 50. This number must be combined with the number of day care center children and must not exceed a combined total of 304 children as restricted by Specific Use Permit No. 550 for Day Care Center.
 - b. Students must be under 14 years of age.
 - c. An irrigated landscaped edge with a combination of trees and shrubs must be installed between the easternmost building and the eastern property line.
 - d. Solid waste enclosures must be located between Ohio Drive and the western most building.

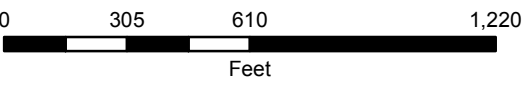
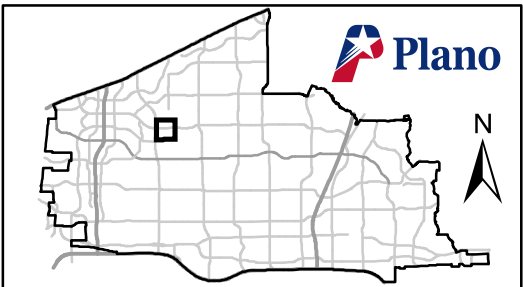


Zoning Case: 2019-005


Existing Zoning: Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center (SF-7 w/ S-550)

Proposed Zoning: Specific Use Permit for Private School and Amend Specific Use Permit No. 550 for Day Care Center

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- City Limits
- Zoning Boundary
- Streets
- Specific Use Permit






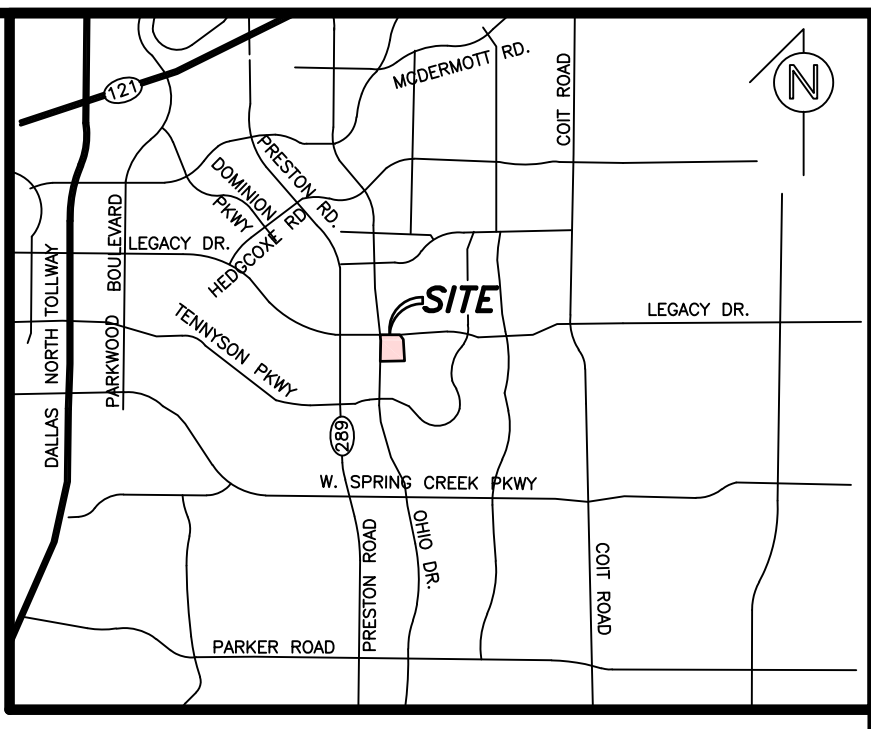
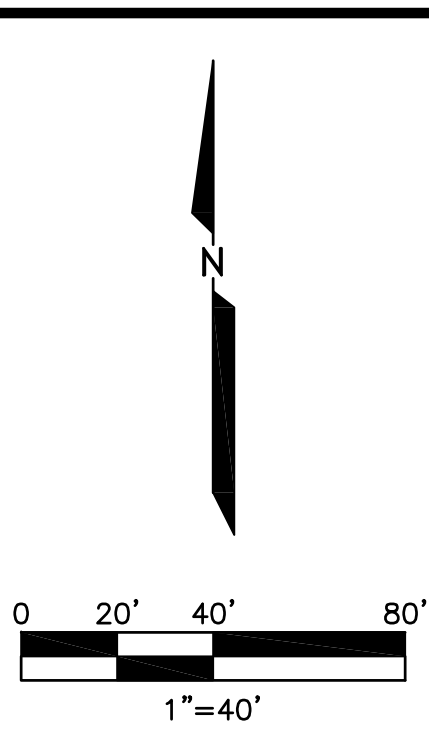
 **Plano**

N

Zoning Case 2019-005

 Area of Request

0 260 520
Feet



VICINITY MAP
NOT-TO-SCALE

LEGAL DESCRIPTION AND METES & BOUNDS:

WHEREAS MONTESSORI W BEGINNINGS ACADEMY, INC. IS THE OWNER OF A 7.47 ACRE TRACT OF LAND LOCATED IN THE JESSIE STIFF SURVEY, ABSTRACT NO. 793, CITY OF PLANO, COLLIN COUNTY TEXAS, BEING ALL OF LOT 1, BLOCK 1, LEGACY OHIO-MONTESSORI ADDITION, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN INSTRUMENT NO. 20060921010004080, OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A SET CITY OF PLANO MONUMENT (ALUMINUM DISK IN CONCRETE) FOR THE SOUTHERLY SOUTHEAST CORNER FOR THE INTERSECTION OF OHIO DRIVE (VARIABLE WIDTH RIGHT OF WAY) AND LEGACY DRIVE (VARIABLE WIDTH RIGHT OF WAY), BEING THE WESTERLY NORTHWEST CORNER FOR SAID LOT 1;

THENCE N44°35'30"E, A DISTANCE OF 33.74 FEET TO A SET 5/8 INCH IRON ROD WITH CAP MARKED "ADAMS SURVEYING COMPANY, LLC" (CIRS) FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1 AND BEING ON THE SOUTHERLY RIGHT OF WAY LINE FOR SAID LEGACY DRIVE;

THENCE EASTERLY WITH SAID SOUTHERLY RIGHT OF WAY LINE AS FOLLOW:

S87°50'52"E, A DISTANCE OF 149.82 TO A FOUND 1 INCH IRON ROD FOR THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13°20'33", A RADIUS OF 2511.80, AN ARC LENGTH OF 584.92 FEET, AND A CHORD OF N85°28'52"E, 583.60 FEET TO A SET CITY OF PLANO MONUMENT (ALUMINUM DISK IN CONCRETE) TO REPLACE A FOUND 1 INCH IRON ROD FOR THE NORTHEAST CORNER OF SAID LOT 1;

THENCE S07°09'08"W LEAVING SAID RIGHT OF WAY LINE, A DISTANCE OF 583.44 FEET TO A SET "X" IN A CONCRETE FLUME;

THENCE N89°25'38"W, A DISTANCE OF 190.42 TO A POINT FOR CORNER, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 52°22'56", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 274.27, AND A CHORD OF N63°14'08"W, 264.82 FEET TO A FOUND 1 INCH IRON ROD FOR A POINT OF REVERSE CURVATURE;

THENCE ALONG SAID REVERSE CURVE, HAVING A CENTRAL ANGLE OF 53°12'26", A RADIUS OF 300.00, AN ARC LENGTH OF 278.59 FEET, AND A CHORD OF N63°38'50"W, 268.69 FEET TO A POINT FOR CORNER;

THENCE S89°44'58"W, A DISTANCE OF 7.50 TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF SAID LOT 1, AND BEING ON THE EASTERLY RIGHT OF WAY FOR OHIO DRIVE;

THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE AND A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°36'02", A RADIUS OF 6042.37, AN ARC LENGTH OF 274.25 FEET, AND A CHORD OF N01°33'01"W, 274.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.47 ACRES (325,359 SQUARE FEET) OF LAND, MORE OR LESS.

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN. APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM THE ACTION TAKEN ON THIS ZONING CASE.

OWNER	ENGINEER
ARCHGATE MONTESSORI ACADEMY	CATES-CLARK & ASSOCIATES, LLP
4660 LEGACY DRIVE	14800 QUORUM DRIVE, SUITE 200
PLANO, TEXAS 75024	DALLAS, TEXAS 75254
(972) 491-1230	(972) 385-2272
CONTACT: IAN MATTINGLY	CONTACT: ROBERT PRUETT, P.E.

ZONING CASE NO.: 2019-005

ZONING EXHIBIT

LOT 1, BLOCK 1, LEGACY-OHIO MONTESSORI ADDITION

7.47 ACRES IN THE JESSIE STIFF SURVEY, ABSTRACT NO. 793

THE CITY OF PLANO, COLLIN, COUNTY, TEXAS



DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CCA	CCA	05/20/19	1"=40'	DSTSA	250--001 SUP	C0.1

4660 Legacy Drive, Plano, Texas 75024
Tel 972-491-1230
office@archgatemontessori.org
www.archgatemontessori.org



June 19, 2019

Ms. Erica Marohnic
Lead Planner
City of Plano
1520 K Avenue
Plano, TX 75074

RECEIVED
JUN 19 2019
PLANNING DEPT.

RE: Request to Amend Petition for ZC2019-005

Dear Ms. Marohnic:

On behalf of the board of trustees of Archgate Montessori Academy, we request to amend our petition for a specific use permit associated with ZC2019-005 to incorporate the following amendment and stipulation to our existing SUP S-550 (Ordinance No. 2004-10-30):

Maximum of 304 children, which limit shall apply cumulatively to both Day Care and Private School

We also ask that our SUP requested for Private School be further amended as follows:

The private school shall be limited to children under age 14

As this is the absolute minimum number of enrollees and ages we can accept for our program, we request that the Planning staff make clear to the Planning and Zoning Commission that any further amendments or stipulations would be disastrous to our ability to operate our programs. Should any further stipulations or restrictions be proposed, we respectfully request the opportunity to withdraw our application entirely and continue our Day Care operations.

Thank you for your assistance through this process. We eagerly await a successful outcome.

Warm regards,

A handwritten signature in black ink, appearing to read 'Ian Mattingly', with a stylized flourish at the end.

Ian Mattingly
Member, Board of Trustees
Chair, New Building Task Force

Zoning Case 2019-005

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending Specific Use Permit No. 550 for Day Care Center and granting Specific Use Permit No. 551 for Private School on 7.5 acres out of the Jessie Stiff Survey, Abstract No. 793, located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of July 2019, for the purpose of amending Specific Use Permit No. 550 for Day Care Center and granting Specific Use Permit No. 551 for Private School on 7.5 acres out of the Jessie Stiff Survey, Abstract No. 793, located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd of July 2019; and

WHEREAS, amending Specific Use Permit No. 550 for Day Care Center and granting Specific Use Permit No. 551 for Private School on 7.5 acres out of the Jessie Stiff Survey, Abstract No. 793, located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that the granting of the specific use permit will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to amend Specific Use Permit No. 550 for Day Care Center and grant Specific Use Permit No. 551 for Private School on 7.5 acres out of the Jessie Stiff Survey, Abstract No. 793, located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center, said property being more fully described on the legal description in Exhibit A attached hereto.

Section II. The change in Section I as it relates to Specific Use Permit No. 550 for Day Care Center is granted subject to the following stipulation:

Maximum number of children: 304

Section III. The change in Section I as it relates to Specific Use Permit No. 551 for Private School is granted subject to the following stipulations:

- a. Maximum number of students: 50. This number must be combined with the number of day care center children and must not exceed a combined total of 304 children as restricted by Specific Use Permit No. 550 for Day Care Center.
- b. Students must be under 14 years of age.
- c. An irrigated landscaped edge with a combination of trees and shrubs must be installed between the easternmost building and the eastern property line.
- d. Solid waste enclosures must be located between Ohio Drive and the westernmost building.

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 22ND DAY OF JULY 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2019-005

Whereas Montessori New Beginnings Academy, Inc. is the owner of a 7.47-acre tract of land located in the Jessie Stiff Survey, Abstract No. 793, City of Plano, Collin County, Texas, being all of Lot 1, Block 1, Legacy Ohio-Montessori Addition, an addition to the City of Plano as recorded in Instrument No. 20060921010004080, Official Public Records Collin County, Texas, and being more particularly described as follow:

BEGINNING at a set City of Plano monument (aluminum disk in concrete) for the southerly southeast corner for the intersection of Ohio Drive (variable width right of way) and Legacy Drive (variable width right of way), being the westerly northwest corner for said Lot 1;

THENCE N44°35'30"E, a distance of 33.74 feet to a set 5/8 inch iron rod with cap marked "Adams Surveying Company, LLC" (CIRS) for the most northerly northwest corner of said Lot 1 and being on the southerly right of way line for said Legacy Drive;

THENCE easterly with said southerly right of way line as follow: S87°50'52"E, a distance of 149.82 to a found 1 inch iron rod for the beginning of a curve to the left; Along said curve to the left, having a central angle of 13°20'33", a radius of 2511.80, an arc length of 584.92 feet, and a chord of N85°28'52"E, 583.60 feet to a set City of Plano monument (aluminum disk in concrete) to replace a found 1 inch iron rod for the northeast corner of said Lot 1;

THENCE S07°09'08"W leaving said right of way line, a distance of 583.44 feet to a set "X" in a concrete flume;

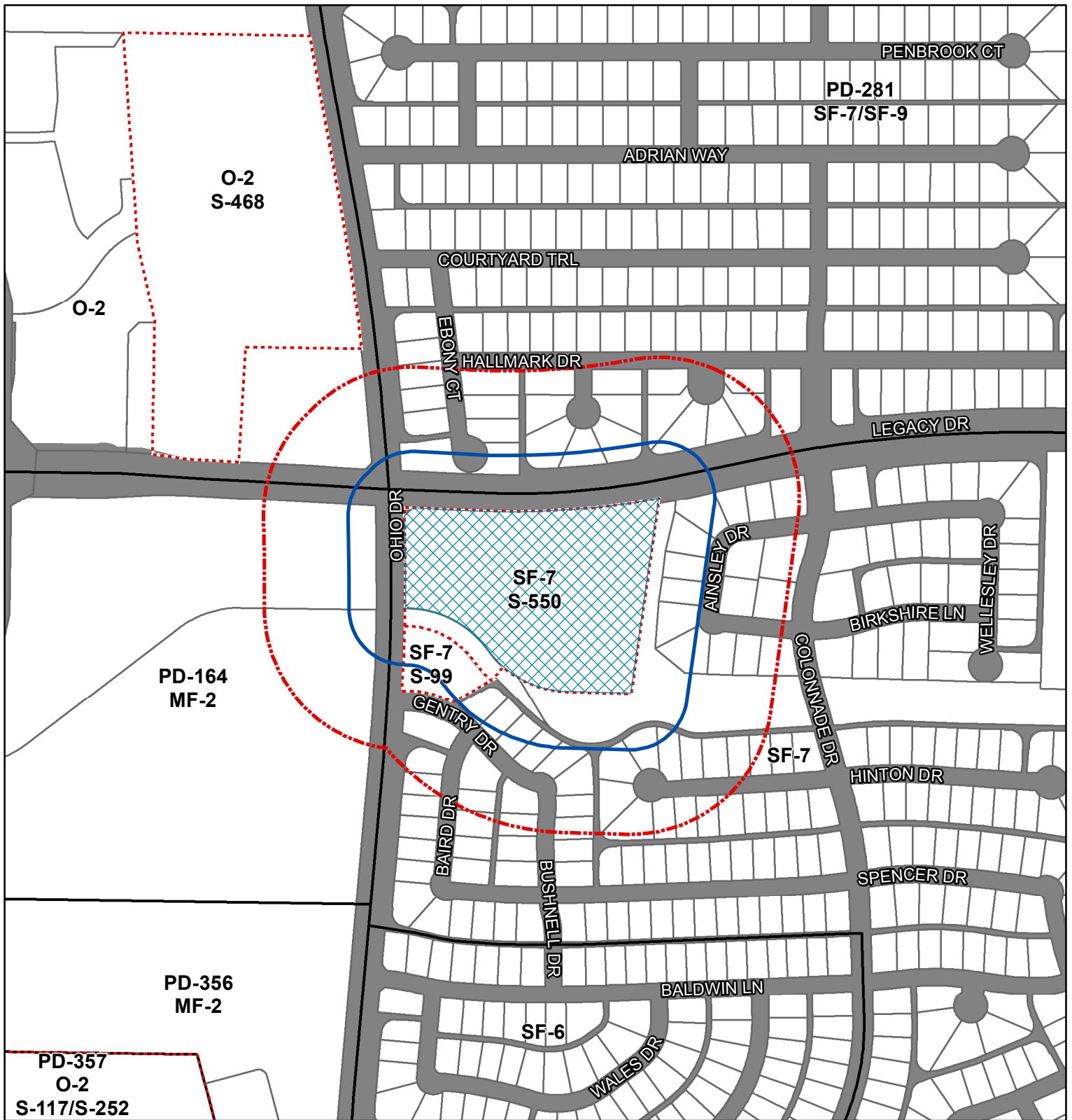
THENCE N89°25'38"W, a distance of 190.42 to a point for corner, being the beginning of a curve to the right;

THENCE westerly along said curve to the right, having a central angle of 52°22'56", a radius of 300.00 feet, an arc length of 274.27, and a chord of N63°14'08"W, 264.82 feet to a found 1 inch iron rod for a point of reverse curvature;

THENCE along said reverse curve, having a central angle of 53°12'26", a radius of 300.00, an arc length of 278.59 feet, and a chord of N63°38'50"W, 268.69 feet to a point for corner;

THENCE S89°44'58"W, a distance of 7.50 to a point for corner, being the southwest corner of said Lot 1, and being on the easterly right of way for Ohio Drive;

THENCE northerly along said right of way line and a curve to the left, having a central angle of 02°36'02", a radius of 6042.37, an arc length of 274.25 feet, and a chord of N01°33'01"W, 274.22 feet to the POINT OF BEGINNING and CONTAINING 7.47 acres (325,359 square feet) of land, more or less.

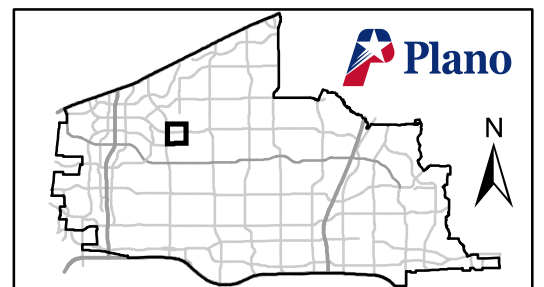


Zoning Case: 2019-005

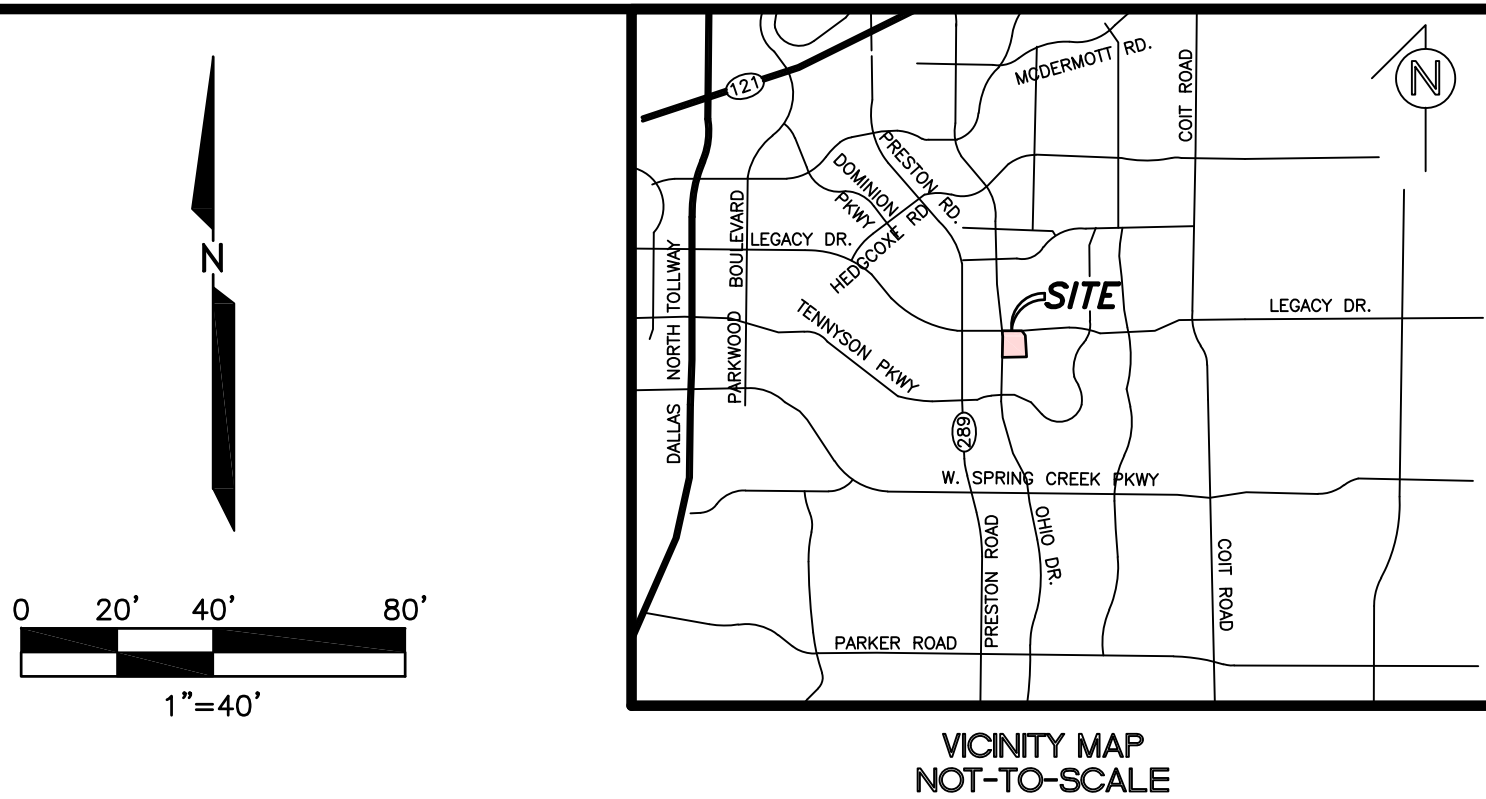
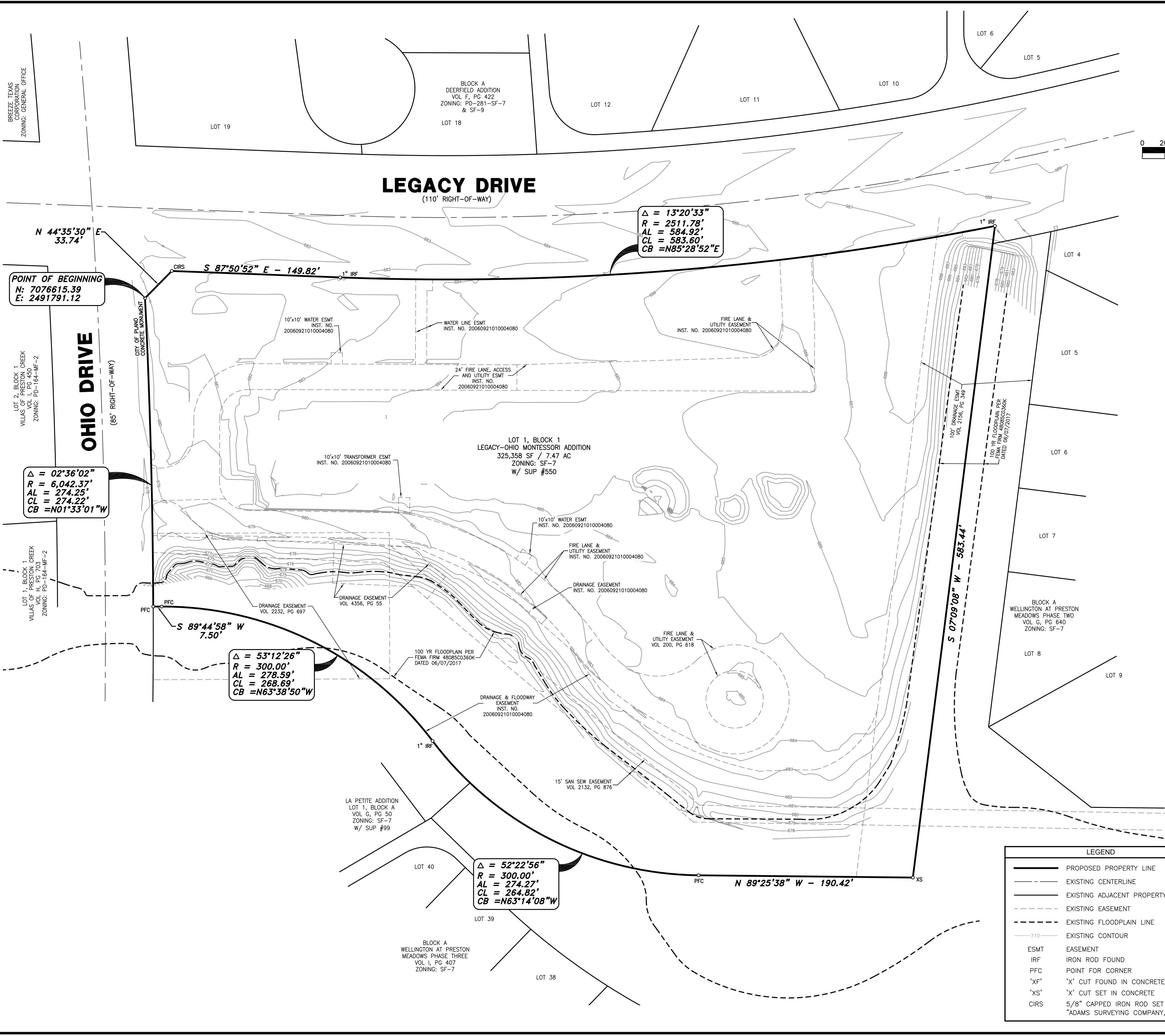
Existing Zoning: Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center (SF-7 w/ S-550)

Proposed Zoning: Specific Use Permit for Private School and Amend Specific Use Permit No. 550 for Day Care Center

- | | | |
|-----------------------------------|----------------------------|---------------------|
| 500' Courtesy Notification Buffer | Zoning Boundary Change/SUP | Specific Use Permit |
| 200' Notification Buffer | City Limits | Streets |
| Subject Property | Zoning Boundary | |



0 305 610 1,220
Feet



LEGAL DESCRIPTION AND METES & BOUNDS:

WHEREAS MONTESSORI NEW BEGINNINGS ACADEMY, INC. IS THE OWNER OF A 7.47 ACRE TRACT OF LAND LOCATED IN THE JESSIE STIFF SURVEY, ABSTRACT NO. 793, CITY OF PLANO, COLLIN COUNTY TEXAS, BEING ALL OF LOT 1, BLOCK 1, LEGACY OHIO-MONTESSORI ADDITION, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN INSTRUMENT NO. 20060921010004080, OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A SET CITY OF PLANO MONUMENT (ALUMINUM DISK IN CONCRETE) FOR THE SOUTHERLY SOUTHEAST CORNER FOR THE INTERSECTION OF OHIO DRIVE (VARIABLE WIDTH RIGHT OF WAY) AND LEGACY DRIVE (VARIABLE WIDTH RIGHT OF WAY), BEING THE WESTERLY NORTHWEST CORNER FOR SAID LOT 1;

THENCE N44°35'30"E, A DISTANCE OF 33.74 FEET TO A SET 5/8 INCH IRON ROD WITH CAP MARKED "ADAMS SURVEYING COMPANY, LLC" (CIRS) FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1 AND BEING ON THE SOUTHERLY RIGHT OF WAY LINE FOR SAID LEGACY DRIVE;

THENCE EASTERLY WITH SAID SOUTHERLY RIGHT OF WAY LINE AS FOLLOW:

S87°50'52"E, A DISTANCE OF 149.82 TO A FOUND 1 INCH IRON ROD FOR THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13°20'33", A RADIUS OF 2511.80, AN ARC LENGTH OF 584.92 FEET, AND A CHORD OF N85°28'52"E, 583.60 FEET TO A SET CITY OF PLANO MONUMENT (ALUMINUM DISK IN CONCRETE) TO REPLACE A FOUND 1 INCH IRON ROD FOR THE NORTHEAST CORNER OF SAID LOT 1;

THENCE S07°09'08"W LEAVING SAID RIGHT OF WAY LINE, A DISTANCE OF 583.44 FEET TO A SET "X" IN A CONCRETE FLUME;

THENCE N89°25'38"W, A DISTANCE OF 190.42 TO A POINT FOR CORNER, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 52°22'56", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 274.27, AND A CHORD OF N63°14'08"W, 264.82 FEET TO A FOUND 1 INCH IRON ROD FOR A POINT OF REVERSE CURVATURE;


THENCE ALONG SAID REVERSE CURVE, HAVING A CENTRAL ANGLE OF 53°12'26", A RADIUS OF 300.00, AN ARC LENGTH OF 278.59 FEET, AND A CHORD OF N63°38'50"W, 268.69 FEET TO A POINT FOR CORNER;

THENCE S89°44'58"W, A DISTANCE OF 7.50 TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF SAID LOT 1, AND BEING ON THE EASTERLY RIGHT OF WAY FOR OHIO DRIVE;

THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE AND A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°36'02", A RADIUS OF 6042.37, AN ARC LENGTH OF 274.25 FEET, AND A CHORD OF N01°33'01"W, 274.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.47 ACRES (325,359 SQUARE FEET) OF LAND, MORE OR LESS.

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM THE ACTION TAKEN ON THIS ZONING CASE.

OWNER	ENGINEER
ARCHGATE MONTESSORI ACADEMY 4660 LEGACY DRIVE PLANO, TEXAS 75024 (972) 491-1230 CONTACT: IAN MATTINGLY	CATES-CLARK & ASSOCIATES, LLP 14800 QUORUM DRIVE, SUITE 200 DALLAS, TEXAS 75254 (972) 385-2272 CONTACT: ROBERT PRUETT, P.E.

ZONING CASE NO.: 2019-005						
ZONING EXHIBIT						
LOT 1, BLOCK 1, LEGACY-OHIO MONTESSORI ADDITION						
7.47 ACRES IN THE JESSIE STIFF SURVEY, ABSTRACT NO. 793						
THE CITY OF PLANO, COLLIN, COUNTY, TEXAS						
 14800 Quorum Drive, Suite 200 Dallas, Texas 75254 972-385-2272 TBPE F-3751						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CCA	CCA	05/20/19	1"=40'	DSTSA	250-001 SUP	C0.1



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Community Services

Department Head: Lori Schwarz

Agenda Coordinator: Nichole Adamo x8135

CAPTION

Public Hearing and adoption of Resolution No. 2019-7-7(R): to adopt the 2019-2020 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2019-2020; and providing an effective date. **Conducted and Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): CDBG & HOME Grant Fund

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

The Neighborhood Services Department's Community Services Division has a total of \$1,991,120 in federal funds and program income to be allocated during fiscal year 2019-20. The Community Relations Commission allocated \$1,469,727 in Community Development Block Grant funds, and \$444,196 in Home Investment Partnerships Program funds. A total of \$77,197 in Home Investment Partnerships Program funds will be allocated during the 2020-21 grant process.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Memo	7/11/2019	Memo
Resolution	7/11/2019	Resolution
EXHIBIT A - 2019-20 Action Plan_DRAFT	7/11/2019	Exhibit

Date: July 9, 2019

To: Mark D. Israelson, City Manager

From: Shanette Eaden, Housing and Community Services Manager

Subject: 2019 – 2020 Federal Grant Recommendations

Summary

The Neighborhood Services Department's Community Services Division has a total of \$1,991,120 in federal funds and program income to be allocated during fiscal year 2019-20. The Community Relations Commission allocated all Community Development Block Grant funds. However, \$77,197 in Home Investment Partnerships Program funds was not allocated due to the lack of submission by a qualified applicant. These funds may be allocated during the 2020-21 grant process.

The Community Relations Commission (CRC) has recommended the programs outlined below to receive federal funding:

Agency/Program	Recommended Amount
City of Plano Grant Administration	\$ 321,409
City of Plano Housing Rehabilitation	\$1,110,514
City of Plano First Time Homebuyer	\$ 262,000
City of Plano Homelessness Prevention Program	\$ 122,000
Texas Muslim Women's Foundation	\$ 44,545
Boys & Girls Clubs of Collin County	\$ 53,455

Background

Annually, the U.S. Department of Housing and Urban Development (HUD), provides block grant funds to eligible states, counties, and municipalities using a formula allocation. Eligible entities receiving Community Development Block Grant (CDBG) funds through the formula allocation are referred to as entitlement communities. Likewise, those entities that are eligible to receive HOME Investment Partnerships funds are designated as participating jurisdictions. The City of Plano became an entitlement community in 1985 and a participating jurisdiction in 2003. Funds received by HUD must be used to promote one of HUD's three statutory objectives of providing 1) Decent Housing, 2) Suitable Living Environment, or 3) Expanding Economic Opportunities.

Community Services Division oversees the administration of all HUD funds. The division expects to receive a total of \$1,864,370 in CDBG and HOME funds from HUD by October 1, 2019. The City expects to receive \$126,750 in program income from payment of existing housing rehabilitation loans.

The total breakdown of expected funding is as follows:

Funding Source	Amount
CDBG	\$ 1,349,727
Estimated CDBG Program Income	\$ 120,000
HOME	\$ 514,643
Estimated HOME Program Income	\$ 6,750
Total Federal Funding	\$ 1,991,120

HUD funds must be used to meet the goals set forth in the City's 2015-2019 Consolidated Plan, which was approved by City Council in March 2015. Annually, HUD requires the submission of an Action Plan that explains programs and activities to be undertaken within the upcoming year to meet the City's Consolidated Plan goals.

Public services can be funded through CDBG, but are limited to 15% of the total CDBG entitlement funds and the prior year's program income. Public services are defined as activities directed toward improving community services, including but not limited to: employment services, crime prevention, public safety, child care, health services, substance abuse services, fair housing counseling, education programs, energy conservation, services for senior citizens and homeless persons, welfare services, and recreational services. These activities do not fall under any other CDBG category. The 2019-20 CDBG public service grant amount is budgeted at \$220,000, at the maximum 15%.

Likewise, activities related to providing housing for low-to-moderate income households may be funded with HOME funds. A minimum of 15%, \$77,197, of the HOME funding allocation must be set aside for a Community Housing Development Organization (CHDO). An application for this set aside funding was not submitted, and therefore these funds were not allocated for the 2019-20 grant year. These funds will be allocated during the 2020-21 grant process.

The City of Plano uses a consolidated grant process to allocate HUD funds and Buffington Community Service Grant (BCSG) funds. As mentioned previously, HUD funds come from the federal government. However, BCSG funds come from the general fund and currently receive a City Council allocation of \$2 per capita. During April and May 2019, the CRC held six (6) public meetings, including one (1) public hearing, to consider agency requests for 2019 CDBG and HOME funding provided to the City of Plano by HUD. On May 16, 2019, the Commission held a meeting to determine agency funding recommendations. Thirty (30) requests, in the amount of \$2,895,752, were considered during the Consolidated Grant process. Five (5) requests were recommended by the Commission for CDBG and HOME funds; sixteen (16) requests were recommended for Buffington Community Service Grant (BCSG) funds. The Commission approved these recommendations in a vote of 6-0-1, with an abstention vote from Commissioner Virani, who was appointed after scoring for the 2019 Consolidated Grant Process was underway.

Next Steps

If approved, the City Manager will make application for the use of HUD funds for the 2019-2020 fiscal year. The BCSG funding recommendations will be presented at the August 1, City Council grant work session.

xc: Jack Carr, Deputy City Manager
Lori Schwarz, Director of Neighborhood Services
Raini Layne, Sr. Budget Analyst

A Resolution of the City of Plano, Texas, adopting the 2019-2020 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2019-2020; and providing an effective date.

WHEREAS, the Community Relations Commission held public meetings in 2019 on April 4, April 11, April 16, April 25, and May 2, and made final recommendations at a public hearing on May 16 concerning the 2019-2020 Action Plan which details the use of Community Development Block Grant Funds and HOME Investment Partnerships Program funds, collectively referred to herein as the “Funds”; and

WHEREAS, the City Council held a public hearing on July 22, 2019, to receive public comments concerning the recommendations of the Community Relations Commission; and

WHEREAS, the City Council approves of the 2019-2020 Action Plan, a copy of which is attached hereto as Exhibit “A,” and the related summaries, activities, and proposed uses of the Funds.

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

SECTION I. The 2019-2020 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of grant and program income funds for 2019-20, is hereby adopted with funding allocations as follows:

City of Plano Grant Administration	\$ 321,409
City of Plano Housing Rehabilitation	\$1,110,514
City of Plano First Time Homebuyer	\$ 262,000
City of Plano Homelessness Prevention	\$ 122,000
Texas Muslim Women’s Foundation	\$ 44,545
Boys & Girls Clubs of Collin County	\$ 53,455
Required HUD CHDO Set-Aside	\$ 77,197

SECTION II. The City Manager, or his authorized designee, is hereby authorized to execute and amend contracts and related grant subrecipient agreements with the agencies listed in Section I to achieve Action Plan program goals.

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

DULY PASSED AND APPROVED THIS 22ND DAY OF JULY, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY



City of Plano **DRAFT**
Annual Action Plan
2019-20

Prepared for the United States Department of Housing
and Urban Development



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DRAFT - Annual Action Plan

CITY SUMMARY

The City of Plano 2019-20 Action Plan details the available resources and activities that will utilize Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds received from the U.S. Department of Housing and Urban Development (HUD) starting October 1, 2019. Funding priorities were established through the 2015-2019 City of Plano Consolidated Plan, and the proposed activities are recommended by the Community Relations Commission as part of the Consolidated Grant Process. The process includes annual grant hearings and public participation. This Action Plan serves as the final year of the current five-year Consolidated Plan. The City anticipates receiving \$1,349,727 in CDBG funds and \$514,643 in HOME funds from HUD. The City also anticipates receiving \$120,000 in CDBG program income and \$6,750 in HOME program income during the period of October 1, 2019 through September 30, 2020. All funds must be used to assist Plano's low to moderate income residents, and meet one or more of the following HUD objectives:

- Create suitable living environments,
- Provide decent housing, and
- Expand economic opportunities for citizens of Plano.

For the City's 2019-20 Action Plan, the following activities are proposed to meet HUD and City objectives:

Activity Name	Outcome	Grant/Amount
Grant Administration Planning, coordination, and monitoring of the CDBG and HOME programs as well as fair housing promotion, services, and technical assistance.	Not applicable	CDBG: \$269,945 HOME: \$51,464
City of Plano Housing Rehabilitation Provides low-interest rehabilitation and reconstruction loans; emergency repair grants; and acquisition, rehabilitation, and resale of single family homes to low and moderate income homebuyers.	24 households	CDBG: \$849,782 CDBG Program Income: \$120,000 HOME: \$133,982 HOME Program Income: \$6,750
City of Plano First Time Homebuyer Assistance and Education Provides down payment and closing cost assistance to low and moderate income families purchasing homes in Plano. Assistance amount is based on the buyer's level of income and requires completion of homeownership counseling.	6 households	CDBG: \$10,000 HOME: \$252,000

Activity Name	Outcome	Grant/Amount
Homelessness Prevention Provides short-term rent, mortgage, and utility assistance to low income Plano residents at immediate risk of homelessness.	167 persons	CDBG: \$122,000
Texas Muslim Women's Foundation Provides supportive services including case management, counseling, emergency shelter, and transitional housing to victims of domestic violence.	8 persons	CDBG: \$44,545
Boys & Girls Clubs of Collin County Provides after-school and summer programs to help low-income Plano children enhance their academic success, nutrition, character, and leadership skills.	222 persons	CDBG: \$53,455
Required HUD CHDO Set-Aside Activities may include: Purchasing and developing residential lots for new construction of affordable housing units; acquisition, rehabilitation and resale; and homeowner-occupied housing rehabilitation. All activities will serve low and moderate income families. Funds are expected to be allocated on October 1, 2020 to a Community Housing Development Organization (CHDO). No CHDOs applied for GY 2019 funding.	1 household	HOME: \$77,197
TOTAL CDBG and HOME RECOMMENDED: \$1,991,120		

The attached Action Plan is in a format that utilizes a reporting and planning system required by HUD. Tables and information contained in the Action Plan are auto-populated with HUD data and information.

EXECUTIVE SUMMARY

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Plano (City) annually receives entitlement grant funds from the U.S. Department of Housing and Urban Development (HUD) to serve low and moderate income Plano residents. This Action Plan covers Grant Year (GY) 2019, which is the period of October 1, 2019 through September 30, 2020. This is the final year of the City's five-year (2015-2019) Consolidated Plan (Con Plan). The Action Plan is submitted to HUD every year and lists the activities the City will pursue with federal funds to meet goals previously established in the five-year Con Plan. The grants included under this Action Plan are the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

The City anticipates receiving \$1,349,727 in CDBG funds and \$514,643 in HOME funds from HUD for GY 2019. The City also anticipates receiving \$120,000 in CDBG program income and \$6,750 in HOME program income during GY 2019. All federal funds must be used to meet one or more of the following HUD objectives:

- Provide decent affordable housing,
- Create suitable living environments, and
- Expand economic opportunities.

The Con Plan and Action Plan strategies and programs are aligned with the overall vision and policies from the City's Plano Tomorrow Comprehensive Plan through programs that improve the City's built and social environments.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The following is a summary of City objectives and outcomes for the 2019-2020 Action Plan.

Decent Affordable Housing

- Housing Rehabilitation for 24 homes
- Down payment assistance for 6 first time homebuyers

Suitable Living Environment

- Homelessness prevention for 167 persons
- Homeless supportive services and shelter for 8 persons
- Children and youth after-school and summer programs for 222 persons

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the third year of the current five year consolidated planning period, the City of Plano achieved six of its annual goals set for the period of October 1, 2017 to September 30, 2018 and made progress toward the five-year goals. The following table outlines the five-year goals and cumulative outcomes of the first three years of the Con Plan. Accomplishments from the fourth year of the 2015-2019 Con Plan will be available in the 2018 Consolidated Annual Performance Evaluation Report (CAPER), available in December 2019.

Goal	Indicator	5 Year Goal	Cumulative Accomplishments	Percent of Goal Accomplished
Housing Rehabilitation	Homeowner Housing Rehabilitated	125 Housing units	89	71%
Supply of Units	Homeowner Housing Added	30 Housing units	11	37%
Homeownership	Direct Financial Assistance to Homebuyers	25 Households assisted	9	36%
Homeless Prevention	Homelessness Prevention	150 Persons assisted	345	230%
Homeless Shelter and Services	Homeless person overnight shelter	200 Persons assisted	83	41%
Public Services - Special Needs	Public service activities other than low/mod income housing benefit	1,500 Persons assisted	561	37%
Public Services - Medical/Dental	Public service activities other than low/mod income housing benefit	100 Persons assisted	0	0.00%
Public Services - Transportation	Public service activities other than low/mod income housing benefit	150 Persons assisted	0	0.00%
Job Training	Public service activities other than low/mod income housing benefit	60 Persons assisted	0	0.00%

The City addressed six goals in the first three years of the 2015-2019 Con Plan. By the end of GY 2017, two of the six goals met the annual benchmark to achieve Con Plan targets while four goals fell below the annual benchmark. The City's goals of Housing Rehabilitation and Homelessness Prevention met or exceeded their annual benchmarks.

City goals related to increasing the supply of affordable units and homeownership have fallen short due to a thriving real estate market in Plano and throughout North Texas. The values of vacant lots and homes have risen significantly over the five years, creating challenges to acquire or build affordable, single family homes. The fast-paced market and rising sales prices have hindered the ability of First Time Homebuyer Program participants and non-profit housing developers to compete for moderately priced homes that fall within HUD guidelines. To combat these conditions, the City increased its maximum purchase price for its First Time Homebuyer Program starting with Grant Year (GY) 2016, which increases opportunities to assist low and moderate income homebuyers. Furthermore, the City increased the maximum down payment assistance offered from \$20,000 to \$55,000 beginning in July 2018, to further increase opportunities for homeownership.

While progress was made, the City did not meet its target in the Public Services – Special Needs category through GY 2017. However, the City continues to fund additional public services through its City-funded grant program, Buffington Community Services Grant (BCSG). In addition to the 561 persons who received public services with CDBG funds from GY 2015-2017, 21,600 individuals were served through BCSG funding during the same period.

In the first three years of the Con Plan, the City did not make progress on its goals of Transportation and Job Training. The City did not receive any grant applicants for these services from local agencies during its 2015, 2016 and 2017 consolidated grant processes. While the City did receive applicants for job training during the 2018 and 2019 consolidated grant processes, the applications received a score that was too low for funding consideration.

While the City has not used HUD funds on medical/dental programs during the 2015-2018 grant years, the City funded several medical programs from 2015-2018 using the City of Plano's Buffington Community Services Grant. From GY 2015-2017, the City provided health services for a total of 3,867 individuals using BCSG funds. In the current grant year (2018), the City is funding one program providing health services, with a goal of serving 413 individuals by September 30, 2019.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

A formal Citizen Participation Plan (CPP) outlines how citizens provide their input on how federal funds are used for each annual Action Plan. The CPP is included as part of the City's current five-year Con Plan and available online at <http://www.plano.gov/660/Housing-Urban-Development-HUD-Grants>.

Citizens are able to provide their input at public hearings and during the public comment period. The City provides notice to the public regarding the hearings and comment periods through publication in the local newspaper, Plano Star Courier. In addition, all public hearings are also posted on the City's main website and the Neighborhood Services website: www.planoneighborhoods.org. The following is a list of public meetings, hearings, and notices of comment periods that provided citizens the opportunity to have input on the 2019-20 Action Plan:

- Public meetings: April 4, April 11, April 16, April 25, and May 2
- Public hearings: May 16 and July 22
- Notice of public hearings and comment periods: March 17, April 28, and June 16

All notices were published in the main section of Plano Star Courier and included a listing of projects and programs to be funded. The Action Plan was also made available for review on the City of Plano Neighborhood Services website at <http://www.plano.gov/660/Housing-Urban-Development-HUD-Grants>.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

To date, no public comments have been received. All comments, if any, will be discussed here and included in the final submission of the Action Plan to HUD.

6. Summary of comments or views not accepted and the reasons for not accepting them

To date, no public comments have been received. All comments, if any, will be discussed here and included in the final submission of the Action Plan to HUD.

7. Summary

This Action Plan for GY 2019 includes projects with objectives and outcomes that address priority needs and help meet goals identified in the current five-year Con Plan. For more details about the Con Plan, please visit the City's Neighborhood Services website at www.planoneighborhoods.org. Priority needs in the Con Plan significantly outpace the amount of HUD funding received by the City. The City helps offset some of this gap with its own general funds for public services through the Buffington Community Services Grant (BCSG).

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PLANO	Neighborhood Services
HOME Administrator	PLANO	Neighborhood Services

Table 1 – Responsible Agencies

Narrative (optional)

The City, a HUD entitlement grantee, is required by HUD to prepare a Consolidated Plan and Annual Action Plan that meets HUD regulations in order to receive grant program funds. The lead agency responsible for overseeing the development of these plans and reports is the City's Neighborhood Services Department. Neighborhood Services oversees the administration of the CDBG and HOME grants.

The Community Relations Commission (CRC) is a board of citizen volunteers who are appointed by the City Council to make funding recommendations for the use of BCSG, CDBG and HOME programs to the City Council.

Consolidated Plan Public Contact Information

City of Plano

Neighborhood Services Department

7501-A Independence Parkway

Plano, Texas 75025

Phone: (972) 208-8150

Fax: (972) 208-8158

www.planoneighborhoods.org

Shanette Eaden, Housing and Community Services Manager

Natalie Evans, Grants Analyst

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City consults with multiple organizations and community representatives for preparation of the Action Plan for use of HUD grant funds. The City holds at least one public hearing during the development process before the Action Plan is published and at least one public hearing during the 30-day comment period to obtain citizen's views and to respond to comments and questions. Public hearings are held in conjunction with Community Relations Commission and City Council meetings.

A wide variety of social service and affordable housing non-profits and neighboring local governments were invited to comment on the Action Plan and/or participate in the grant process. The City's active involvement with the Collin County Social Services Association, Collin County Homeless Coalition, Collin County Community Health Council, Collin County Early Childhood Coalition, Health and Wellness Alliance for Children, Metro Dallas Homeless Alliance (local Continuum of Care), and members of the North Texas Regional Housing Assessment enhances coordination within Plano and the region.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

In preparing the Action Plan, the City consulted with outside agencies that have responsibility for administering programs covered by or affected by the Action Plan. Local service agencies were invited to participate in the grant process with services focusing on homelessness, health and wellness, children and youth, persons with disabilities, and affordable housing.

The City of Plano works closely with Plano Housing Authority, Lifepath (local mental health authority), local hospitals, Metro Dallas Homeless Alliance, and non-profit health and service agencies to enhance coordination of services to low and moderate income populations, including those in public and assisted housing.

The City is a member of the Collin County Early Childhood Coalition and serves on the Steering Committee for the Health and Wellness Alliance for Children, which works to improve the health of children throughout Dallas and Collin Counties. In addition, the City serves on the Advisory Council of the Collin County Homeless Coalition, on the Board of Directors of Metro Dallas Homeless Alliance, and as a member of the Collin County Social Services Association. Active participation in these organizations enables the City to collaborate with service providers to help deliver a comprehensive system of care.

Informal consultation with the social service agencies, housing developers, and other City Departments happened throughout the development of the Action Plan and contributed to the selection of the Action Plan activities. Through direct relationships and its involvement with community coalitions listed above, the City will work closely with local service providers to enhance coordination and achieve the objectives outlined in this Action Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City is an active member of the TX-600 Dallas City & County, Irving Continuum of Care (CoC), whose service area includes all of Dallas and Collin Counties. In addition, the City is an active member of the Collin County Homeless Coalition (CCHC), a subgroup of the CoC, and holds a seat on CCHC's Advisory Council. The City plans and executes its own annual Point-In-Time Count and coordinates with the CoC and CCHC in finalizing results and utilizing data for planning homeless services.

The City funds a Homelessness Prevention Program which provides comprehensive, supportive services for Plano residents at-risk of homelessness. The City also funds a transitional shelter for adults and families, an emergency shelter for runaway/homeless youth, a transitional shelter for young adults, two emergency domestic violence shelters including one that focuses on culturally-specific needs of Muslim women, a transitional shelter for survivors of domestic violence, and a multitude of supportive services through the use of both HUD and City grant funds.

On the regional level, the City has representatives who serve on the CoC's Performance Review and Allocations Committee (PRAC), the Homeless Management Information System (HMIS) Committee of the CoC, and the Metro Dallas Homeless Alliance (MDHA) Board of Directors. MDHA is the lead agency for the TX-600 CoC. Beginning in September 2017, the CoC began providing a Coordinated Access Case Manager in Plano, who assists unsheltered persons with finding housing and other supportive services. The City will continue to work closely with the Coordinated Access Case Manager to address the needs of literally homeless individuals and families who contact the City for assistance.

The City also launched a Hospital Homeless Initiative in April 2018 to address the needs of admitted Plano residents in area hospitals who are at risk of homelessness upon discharge. This initiative is described in greater detail in section AP-65.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Although the City does not receive an allocation of Emergency Solutions Grant (ESG) or Homeless Management Information System (HMIS) funding, the City coordinates with the local CoC and CCHC through regular attendance, membership, and networking within the organizations. City staff contributes to the process of determining ESG funds for the CoC's region through active participation in these groups. In addition, by serving on the HMIS Committee, the City is actively involved in policies and decision-making as it relates to the CoC's HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Plano Housing Authority
	Agency/Group/Organization Type	Housing PHA Services-Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Met and received data and planning documents. City will continue to act as the responsible entity for environmental reviews and both agencies will seek opportunities to increase affordable housing in Plano.
2	Agency/Group/Organization	Collin County Homeless Coalition
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs (all) Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ongoing membership, correspondence, and attendance to general meetings and advisory council meetings. Coordinate county-wide system of care for people experiencing homelessness or at risk of homelessness.

3	Agency/Group/Organization	Metro Dallas Homeless Alliance
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs (all) Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ongoing membership, correspondence, and attendance to meetings of the CoC General Assembly, Performance Review and Allocations Committee (PRAC), HMIS Committee, and board meetings. Coordinate system of care for people experiencing homelessness or at risk of homelessness.
4	Agency/Group/Organization	Community Relations Commission
	Agency/Group/Organization Type	Civic Leaders
	What section of the Plan was addressed by Consultation?	Homelessness Needs (all) Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Relations Commission (CRC) is a board of citizen volunteers who are appointed by the City Council to make funding recommendations for the use of CDBG, HOME, and BCSG funds to City Council. Consultation took place over several months, consisting of 5 public meetings and 2 public hearings in which 30 grant applications from 26 non-profit organizations were discussed. These discussions resulted in the selection of programs to be funded in 2019.
5	Agency/Group/Organization	City of Allen
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs (all) Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Plano staff met quarterly with staff from City of Allen to discuss goals to identify and address cross-jurisdictional housing challenges, evaluate fair housing issues and contributing factors, analysis of fair housing data, identification of fair housing priorities/goals, collaboration on the regional Assessment of Fair Housing (AFH) Report, and determine housing needs.
6	Agency/Group/Organization	City of Frisco
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs (all) Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Plano staff met quarterly with staff from City of Frisco to discuss goals to identify and address cross-jurisdictional housing challenges, evaluate fair housing issues and contributing factors, analysis of fair housing data, identification of fair housing priorities/goals, collaboration on the regional Assessment of Fair Housing (AFH) Report, and determine housing needs.
7	Agency/Group/Organization	City of McKinney
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs (all) Homelessness Strategy Non-Homeless Special Needs

<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>City of Plano staff met quarterly with staff from City of McKinney to discuss goals to identify and address cross-jurisdictional housing challenges, evaluate fair housing issues and contributing factors, analysis of fair housing data, identification of fair housing priorities/goals, collaboration on the regional Assessment of Fair Housing (AFH) Report, and determine housing needs.</p>
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Identify any Agency Types not consulted and provide rationale for not consulting

The City made every effort to consult all agency types and did not specifically exclude any particular agency or agency type.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care Strategic Work Plan	Metro Dallas Homeless Alliance (MDHA)	The CoC's priorities and its Strategic Work Plan correspond to the City's Strategic Plan goals related to homeless and at-risk populations.
Plano Tomorrow Comprehensive Plan	City of Plano Planning Department	The Action Plan contributes to the Comprehensive Plan goals for Plano as a livable, organized, and changing City.
2018 City of Plano Analysis of Impediments to Fair Housing (AI)	City of Plano Neighborhood Services Department	Both the Action Plan and AI use housing and demographic data, as well as citizen and stakeholder outreach, to determine city housing needs and barriers. The overall goal for the AI is to eliminate housing discrimination, and the City ensures its Action Plan goals align with the AI.
Annual Plan	Plano Housing Authority	Plano Housing Authority's annual plan provides details about the organization's operations and programs. Both PHA and the City aim to help low-income households secure housing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

This section is optional and was left blank intentionally.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Plano encourages its citizens to provide input in the Action Plan process. Through its adopted Citizen Participation Plan (CPP), the City sets forth policies and procedures for citizens and groups to provide the City with information on housing and community development needs as part of the preparation of the Action Plan. Accordingly, five public meetings and two public hearings were advertised in local newspapers and held in the city. As required by the CPP, the City conducted at least one public hearing during development of the Action Plan and at least one during the public comment period for the Action Plan. All comments received through the public comment period will be considered and included in the final Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public meeting, April 4, 2019	Non-targeted/broad community	19 individuals in attendance, not including City staff	Six agencies made presentations requesting funds. No public comments received.	No comments received	
2	Public meeting, April 11, 2019	Non-targeted/broad community	13 individuals in attendance, not including City staff	Five agencies made presentations requesting funds. No public comments received.	No comments received	
3	Public meeting, April 16, 2019	Non-targeted/broad community	22 individuals in attendance, not including City staff	Six agencies made presentations requesting funds. No public comments received.	No comments received	
4	Public meeting, April 25, 2019	Non-targeted/broad community	13 individuals in attendance, not including City staff	Seven agencies made presentations requesting funds. No public comments received.	No comments received	

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public meeting, May 2, 2019	Non-targeted/broad community	5 individuals in attendance, not including City staff	Four agencies made presentations requesting funds. No public comments received.	No comments received	
6	Public hearing, May 16, 2019	Non-targeted/broad community	No members of the public in attendance	The commissioners voted on funding decisions. No public comments received.	No comments received	
7	Public hearing, July 22, 2019	Non-targeted/broad community	To Be Determined (TBD)	TBD	TBD	
8	City Bulletin Board – Posted Agendas	Non-targeted/broad community	Agendas for public hearings and public meetings posted April 1, April 8, April 9, April 16, April 29, May 8	No comments received	No comments received	
9	City Website – Posted Agendas	Non-targeted/broad community	Agendas for public hearings and public meetings posted April 1, April 8, April 9, April 16, April 29, May 8	No comments received	No comments received	http://www.plano.gov/1227/City-Council-Agendas http://www.plano.gov/AgendaCenter/Community-Relations-Commission-16

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10	Newspaper Ad	Non-targeted/broad community	Newspaper ads in Plano Star Courier main section on March 17, April 28, and June 16	TBD	TBD	

Table 4 – Citizen Participation Outreach

EXPECTED RESOURCES

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

The City of Plano is a Metropolitan Entitlement City and receives two grants from the U.S. Department of Housing and Urban Development (HUD):

- Community Development Block Grant (CDBG); and
- Home Investment Partnerships Program (HOME).

Through the use of federal, state and local funds, the City plans to carry out the objectives set forth in this Action Plan. The City works in partnership with other City departments to develop coordinated plans, and to leverage resources for parks, infrastructure, code enforcement, clearance of substandard structures, economic development, housing development, and other projects in targeted neighborhoods. Coordination with and support from adjacent HUD entitlement grantees is also sought when appropriate.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public – federal	Acquisition Admin and Planning Housing Public Improvements Public Services	1,349,727	120,000	0	1,469,727	1,469,727	2019 is the last year of current ConPlan
HOME	public – federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	514,643	6,750	0	521,393	521,393	2019 is the last year of current ConPlan
Other	public – local	Public Services	569,400	0	0	569,400	569,400	2019 is the last year of current ConPlan

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In recent years, the City has made greater efforts to leverage private investment for affordable housing activities. The City also leverages its CDBG public service funds with its BCSG funds, providing \$2 per capita annually to fund a variety of public services for Plano residents.

In the face of extensive needs and limited resources, the City's funding strategy is to focus its efforts in activities that offer the greatest potential for maximizing benefits from investments.

Matching requirements will be satisfied as follows:

Match is considered a permanent contribution to affordable housing. The City will provide match in an amount equal to no less than 25% of the total HOME funds drawn down for project costs. Sources of match funds may include subrecipient completed projects that include use of: sweat equity; land donations for HOME-eligible projects; private financing; the value of donated materials, equipment, labor and professional services; and homebuyer counseling.

Unacceptable sources of cash match include: all CDBG funds; other federal grant funds; funds raised through federal HTC; interest rate subsidy attributable to federal tax-exempt financing; Owner equity in a Project; cash contributions from investors who own, are working on, or are proposing to apply for assistance for a HOME-assisted project; cash contributions from applicants for or recipients of HOME assistance; and expenditures on Program administration.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

This section is optional and was left blank intentionally.

ANNUAL GOALS AND OBJECTIVES

AP-21 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2015	2019	Affordable Housing	Plano City Limits	Housing Rehabilitation	CDBG: \$849,782 CDBG Program Income: \$120,000 HOME: \$133,982 HOME Program Income: \$6,750	Homeowner Housing Rehabilitated: 24 Household Housing Units
2	Homeownership	2015	2019	Affordable Housing	Plano City Limits	Homebuyer Assistance	CDBG: \$10,000 HOME: \$252,000	Direct Financial Assistance to Homebuyers: 6 Households Assisted
3	Supply of Units	2015	2019	Affordable Housing	Plano City Limits	Housing Supply	HOME: \$77,197	Homeowner Housing Added: 1 Household Housing Unit
4	Homelessness Prevention	2015	2019	Homeless	Plano City Limits	Homeless Prevention	CDBG: \$122,000	Homelessness Prevention: 167 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Homeless Shelter and Services	2015	2019	Homeless	Plano City Limits	Homeless Shelter	CDBG: \$44,545	Persons Assisted Homeless Person Overnight Shelter: 8 Persons Assisted
6	Public Services - Special Needs	2015	2019	Homeless Non-Homeless Special Needs	Plano City Limits	Public Services - Special Needs	CDBG: \$53,455	Public service activities other than Low/Moderate Income Housing Benefit: 222 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	Strategy 1: Rehabilitate, retain, preserve, and improve the affordable housing stock for low and moderate income non-homeless population Goal 1: Sustain the quality of homeowner units through rehabilitation and repair.
2	Goal Name	Homeownership
	Goal Description	Strategy 2: Increase the availability of affordable permanent housing in standard condition to low and moderate income families Goal 2: Increase affordability of homeownership by providing homebuyer financial counseling and education and direct financial assistance for closing costs and down payment
3	Goal Name	Supply of Units
	Goal Description	Strategy 2: Increase the availability of affordable permanent housing in standard condition to low and moderate income families Goal 1: Increase supply of affordable housing units through rehabilitation, reconstruction, and/or new construction

4	Goal Name	Homeless Prevention
	Goal Description	Strategy 1: Meet the needs of homeless persons (including help obtaining affordable housing) and assist persons at risk of becoming homeless Goal 1: Provide direct assistance for rent and utilities for persons at risk of homelessness to maintain housing and address immediate crises and retain self-sufficiency
5	Goal Name	Homeless Shelter and Services
	Goal Description	Strategy 1: Increase access to quality homeless shelter and supportive services Goal 1: Provide for homeless shelter projects in Collin County with supportive services and shelter space set aside for homeless persons from Plano
6	Goal Name	Public Services - Special Needs
	Goal Description	Strategy 2: Meet the public service needs of low and moderate income residents Goal 1: Provide public services with an emphasis upon children, youth, homeless, and special needs populations including elderly, mentally ill, persons with disabilities, and victims of domestic violence

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

HOME funds will be used primarily to address affordability needs of low and moderate income homebuyers through homeownership assistance and counseling and single family housing development. Investment of HOME funds will also be leveraged to foster partnerships that increase investment of non-federal funds in the production of affordable housing. Using HOME funds, the City expects to serve seven extremely low income, low income, and moderate income families.

AP-35 Projects – 91.220(d)

Introduction

The City will undertake activities that will address priority needs and objectives established and adopted by City Council. This will include a summary of proposed activities including local objectives, priority needs, and proposed accomplishments.

#	Project Name
1	19-20 Grant Administration
2	19-20 City of Plano Housing Rehabilitation
3	19-20 City of Plano First Time Homebuyer Assistance and Education
4	19-20 City of Plano Homelessness Prevention
5	19-20 Required HUD CHDO Set-Aside
6	19-20 Texas Muslim Women’s Foundation
7	19-20 Boys & Girls Clubs of Collin County

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Results of Con Plan citizen input strongly supported affordable housing, housing rehabilitation, and homeownership, as well as social and supportive services for low and moderate income individuals and families.

The City continues to prioritize new homeownership and preserving existing homeownership. Therefore, funds are invested in the Housing Rehabilitation and the First Time Home Buyer Program. The City also strives to both preserve and create opportunities for neighborhood enhancement through its Great Update Rebate and Love Where You Live programs, which are funded using City general funds. Additionally, the City provides funding to non-profit organizations that serve special needs populations such as individuals and families experiencing homelessness, domestic violence survivors, and children from low and moderate income families. The City also promotes affordable housing by providing resolutions of support for housing tax credit developments.

The City has identified two primary obstacles to meeting underserved needs. The first obstacle is limited federal and local funding. The needs of the community are greater than the available local and federal funds. The other main obstacle is Plano’s local housing market. Since 2012, the median home value in Plano has risen 68% from \$202,000 to \$339,000, and the amount of undeveloped land in Plano is less than 4 percent. The limited availability of land that can be cost-effectively developed, as well as increasing demand for housing within Plano, significantly affects opportunities for increasing the supply of affordable housing units.

Projects

AP-38 Projects Summary

Project Summary Information

1	Project Name	19-20 Grant Administration
	Target Area	
	Goals Supported	Housing Rehabilitation Supply of Units Homeownership Homeless Prevention Homeless Shelter and Services Public Services - Special Needs
	Needs Addressed	Housing Rehabilitation Housing Supply Homebuyer Assistance Homeless Prevention Homeless Shelter Public Services - Special Needs
	Funding	CDBG: \$269,945 HOME: \$51,464
	Description	Funds will be used to cover the cost of planning, administering, operating and monitoring the CDBG and HOME programs to ensure compliance with HUD and City policies and regulations.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	The primary activity location is 7501-A Independence Parkway, Plano, TX 75025.
	Planned Activities	Funds will be used to pay for salaries and fringe benefits, insurance, supplies and associated costs to administer and oversee the CDBG and HOME programs.
2	Project Name	19-20 City of Plano Housing Rehabilitation
	Target Area	

	Goals Supported	Housing Rehabilitation
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: \$849,782 CDBG Program Income: \$120,000 HOME: \$133,982 HOME Program Income: \$6,750
	Description	This program provides low-interest rehabilitation and reconstruction loans to low and moderate income renter and owner-occupied households. Terms of loans are based on need and ability to repay. The program also provides for emergency repair grants and acquisition, rehabilitation, and resale of single family homes to low and moderate income homebuyers.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	24 low and moderate income households
	Location Description	The program is administered at 7501-A Independence Parkway, Plano, Texas 75025, and activity locations are city-wide.
	Planned Activities	Planned activities may include home repair, rehabilitation and activity delivery, as well as acquisition, rehabilitation, and resale of single family homes to low and moderate income homebuyers.
3	Project Name	19-20 First Time Homebuyer Assistance and Education
	Target Area	
	Goals Supported	Homeownership
	Needs Addressed	Homebuyer Assistance
	Funding	CDBG: \$10,000 HOME: \$252,000
	Description	Through deferred payment loans, this program provides down payment and closing cost assistance to low and moderate income families purchasing homes in Plano. The program offers up to \$55,000 based on the buyer's level of income. An eight-hour educational class is mandatory for program eligibility. The expected activity also includes activity delivery.
	Target Date	09/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	6 low and moderate income households
	Location Description	The program is administered at 7501-A Independence Parkway, Plano, Texas 75025. Assistance locations are determined after an approved buyer locates an eligible property.
	Planned Activities	Planned activities include down payment and closing cost assistance up to \$10,000 for CDBG and \$55,000 for HOME through deferred payments loans to low and moderate income families.
4	Project Name	19-20 Homelessness Prevention
	Target Area	
	Goals Supported	Homeless Prevention
	Needs Addressed	Homeless Prevention
	Funding	CDBG: \$122,000
	Description	This program will provide rent or mortgage payments and utility assistance for low income families in Plano who are at immediate risk of homelessness for up to three consecutive months.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	167 low income persons at risk of homelessness
	Location Description	The activity is located at and administered by the Assistance Center of Collin County at 900 18th Street, Plano, TX 75074.
	Planned Activities	Planned activities include rent, mortgage and utility assistance paid directly to the provider, as well as case management provided to the program participants.
5	Project Name	Required HUD CHDO Set-Aside
	Target Area	
	Goals Supported	Supply of Units Housing Rehabilitation
	Needs Addressed	Housing Supply Housing Rehabilitation

	Funding	\$77,197
	Description	Activities may include: Purchasing and developing residential lots for new construction of affordable housing units; acquisition, rehabilitation and resale; and homeowner-occupied housing rehabilitation. All activities will serve low and moderate income families. Funds are expected to be allocated on October 1, 2020 to a Community Housing Development Organization (CHDO). No CHDOs applied for GY 2019 funding.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	One low to moderate income household
	Location Description	Administration and location of the activity will be determined when funds are allocated to a subrecipient.
	Planned Activities	Activities may include: Purchasing and developing residential lots for new construction of affordable housing units; acquisition, rehabilitation and resale; and homeowner-occupied housing rehabilitation. All activities will serve low and moderate income families.
6	Project Name	19-20 Texas Muslim Women's Foundation
	Target Area	
	Goals Supported	Homeless Shelter and Services Public Services - Special Needs
	Needs Addressed	Homeless Shelter Public Services - Special Needs
	Funding	CDBG: \$44,545
	Description	This program will provide supportive services including case management, counseling, emergency shelter, and transitional housing to women who are victims of domestic violence.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	8 homeless persons
	Location Description	The program location is confidential.

	Planned Activities	Planned activities include shelter and supportive services for victims of domestic violence.
7	Project Name	19-20 Boys & Girls Clubs of Collin County
	Target Area	
	Goals Supported	Public Services - Special Needs
	Needs Addressed	Public Services - Special Needs
	Funding	CDBG: \$53,455
	Description	This program will provide after-school and summer programs to help low and moderate income Plano children enhance their academic success, nutrition, character, and leadership.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	222 low and moderate income children and youth
	Location Description	Douglass Community Center, 1111 H Avenue, Plano, TX 75074.
	Planned Activities	Planned activities include after-school and summer programs for low-income youth.

Table 9 – Project Summary

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Due to the eligibility criteria for the CDBG and HOME programs and their focus on low and moderate income populations, most funds are likely to be expended in areas that have higher concentrations of low and moderate income residents, such as southeast Plano and many areas located to the immediate east and west of US-75. However, funds will be expended in all areas of the City, as all programs are available city-wide, and low and moderate income persons reside in all areas of the City. See the map at Appendix A showing the income distribution of areas that have at least 42.34% low and moderate income households, per HUD's Exception rule for the City of Plano.

Geographic Distribution

Target Area	Percentage of Funds
n/a	n/a

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Plano does not propose allocating investments geographically. See the map included as Appendix A, showing the income distribution of areas that have at least 42.34% low and moderate income households, per HUD's Exception rule for the City of Plano.

Discussion

This section is optional and was left blank intentionally.

AFFORDABLE HOUSING

AP-55 Affordable Housing – 91.220(g)

Introduction

The City's housing priorities are: 1) increasing the supply of quality affordable housing, 2) improving existing affordable housing stock, and 3) expanding homeownership opportunities. For the 2019-20 program year, these priorities will be addressed through the following activities: homelessness prevention assistance to 167 persons (approximately 67 households), down payment assistance to 6 first-time homebuyers, acquisition of 1 single-family unit, and housing rehabilitation for 24 low and moderate income households.

The Plano Housing Authority (PHA) has been the City's primary partner in addressing rental housing needs of the very low income segment of the City's population.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	98
Special-Needs	0
Total	98

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	67
The Production of New Units	0
Rehab of Existing Units	24
Acquisition of Existing Units	7
Total	98

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

The City assists low and moderate income homeowners city-wide with rehabilitation by emphasizing the highest priority repair needs for each assisted household and providing for emergency repair grants for homeowners that affect health and safety needs, such as water and sewer failures, electrical and heating system failures, and urgent roof repair needs. Also, use of City general funds for the City's Great Update Rebate and Love Where You Live programs will help homeowners maintain their homes and revitalize aging neighborhoods.

The City will also support new affordable housing opportunities through down payment assistance to six first time homebuyers and acquisition with rehabilitation of one single family home. All affordable housing activities will benefit low and moderate income buyers.

It is anticipated that the City will support the production of new rental units by providing resolutions of support for housing tax credit developments to be constructed within the city. Plano residents who are at-risk of homelessness will be supported through the City's Homelessness Prevention Program, which will provide short-term rent, mortgage, and utility assistance to approximately 167 persons (67 households).

AP-60 Public Housing – 91.220(h)

Introduction

Plano Housing Authority (PHA) is the local public housing agency in Plano. The PHA currently manages 23 public housing units and assists 1,839 low-income individuals. Currently, PHA administers 948 Housing Choice Vouchers. Forty (40) of the 948 vouchers are VASH (Veterans Affairs Supportive Housing), designated specifically for homeless veterans.

PHA owns and administers 23 single-family public housing units scattered throughout the City. They were built between 1962 and 1981.

Actions planned during the next year to address the needs to public housing

- Continue to provide certifications of consistency with the Consolidated Plan and serve as the PHA's responsible entity for environmental review certifications
- Support PHA's efforts to obtain funds for renovation and improvements
- Provide information to PHA regarding the Consolidated Plan and its activities and encourage PHA to share information
- Help address the needs of public housing and needs of its residents by offering housing counseling or homeownership training to tenants and Housing Choice Voucher renters
- Ensure adequate public safety personnel are assigned to their localities

Actions to encourage public housing residents to become more involved in management and participate in homeownership

- Provide down payment assistance for eligible first time homebuyers
- Expand and promote homeownership opportunities for participants in the public housing and voucher programs
- Fund case management, information and referral services to low and moderate income individuals through various non-profit organizations
- Provide homeownership information through the City's staff and First Time Homebuyer class

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Plano Housing Authority is not designated as troubled. Therefore, this section does not apply.

Discussion

This section is optional and was left blank intentionally.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Throughout Collin County and the City of Plano, as with most areas of the country, homelessness has become an increasing challenge. The 2019 Point-In-Time (PIT) count found 103 unsheltered persons in Plano, which is a 49% increase from the 2018 PIT count (69 persons). Top reported reasons for homelessness included an inability to pay one's rent or mortgage, unemployment, lack of affordable housing, and domestic violence situations. Including those who were sheltered, there were 264 persons identified as homeless in the City of Plano in the 2019 PIT Count, versus 225 in 2018.

Persons experiencing homelessness face many barriers to finding and securing housing and require a variety of services to fully address their needs. These services can include food, housing, employment training, transportation, mental and physical health, and case management. The City of Plano has been actively engaged in numerous activities to address and prevent homelessness and provide support to local non-profits that serve this population. In this one-year Action Plan, the City will support multiple programs addressing homelessness using both HUD funds and City general funds.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City reaches out to people experiencing homelessness and assesses their individual needs through three primary methods: 1) participation, leadership, and support for the Collin County Homeless Coalition (CCHC) and the Continuum of Care (CoC), including assisting with annual PIT Counts, 2) funding of key homeless services and homelessness prevention through CDBG and City general funds, and 3) coordinating collaborative outreach initiatives that connect unsheltered persons to community resources.

The City currently addresses the needs of homeless persons who contact the City by coordinating with local shelter providers and non-profit organizations to place homeless persons in shelter or housing and coordinate supportive services. Metro Dallas Homeless Alliance (MDHA), lead agency for the CoC, currently provides a Coordinated Access and Assessment Case Manager at the Assistance Center of Collin County in Plano, who assists literally homeless persons with assessment, obtaining shelter and/or housing, benefits applications, and obtaining critical documents. City staff work closely with this case manager to

locate housing options for homeless persons.

The City launched a Hospital Homeless Initiative in April 2018 to address the needs of admitted Plano residents in area hospitals who are at risk of homelessness upon discharge. Participating hospitals include Medical City Plano, Baylor Scott & White Plano, and Texas Health Presbyterian Hospital Plano. City staff meets with the patient to gather information to determine shelter eligibility and to complete an intake form for HMIS input. Staff then contacts emergency shelters and transitional living programs that best fits the needs of the patient to find out availability and coordinate intake, including transportation if needed. Follow-up is conducted to confirm the patient entered the program. A comprehensive shelter list and contact information for the Coordinated Access and Assessment Case Manager is also provided to hospital staff for referral purposes in the event a patient is unable to participate in the initiative due to residency or other factors. To date, 11 patients have been visited by City staff and received assistance with shelter and housing placement. All patients were successfully diverted from unsheltered homelessness.

Beginning in August 2019, the City will begin a monthly street outreach collaboration with the Plano Neighborhood Police Officer Unit, Plano Police Mental Health Coordinator, volunteers from Collin County Homeless Coalition, and Lifepath Staff. During each outreach, two to four teams will visit locations in Plano known to be frequented by unsheltered persons to assess immediate needs and provide information on the Collin County Coordinated Access and Assessment Case Manager, shelter, and other resources.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City addresses the emergency shelter and transitional housing needs of homeless persons through collaboration with the CoC and CCHC and through sustained funding of local shelters and supportive services. In this one-year Action Plan, the City's CDBG funds will be used to support Texas Muslim Women's Foundation, which provides culturally-sensitive services and shelter to victims of domestic violence. In addition, the Community Relations Commission has recommended to City Council to use general funds to support the following shelters: 1) The Samaritan Inn, a transitional housing shelter for individuals and families, 2) Emily's Place, a transitional housing shelter for victims of domestic violence, 3) Hope's Door New Beginnings Center, a shelter and supportive services agency for victims of domestic violence, 4) City House – My Friend's House, a shelter for runaway and homeless youth ages 0-17, and 5) City House – Transitional Living Program, a transitional housing program for youth ages 18-21.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City, through involvement and leadership in the CCHC and the CoC, collaborates with service providers to facilitate the adoption of best practices, increase capacity, and coordinate the delivery of services to persons experiencing homelessness. In September 2018, the City of Plano became eligible to receive an allocation of Homeless Housing and Services Program (HHSP) funding from the Texas Department of Housing and Community Affairs (TDHCA). The City is currently using these funds to support a rapid rehousing (RRH) program that serves both families and individuals, thereby facilitating a rapid transition to permanent housing and shortening the length of time in homelessness. The program is administered by City House Inc., in partnership with the Assistance Center of Collin County, with a goal of housing 30 people by August 2019. The City will continue to fund this program in PY 2019. These two agencies also receive Emergency Solutions Grant (ESG) funding for RRH, while Hope's Door New Beginnings Center and Texas Muslim Women's Foundation receive CoC RRH funding.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City uses CDBG funds to support the City of Plano Homelessness Prevention Program, which serves extremely low- and low-income Plano residents at risk of homelessness. In addition to assistance with housing costs, clients are connected to a multitude of other supportive services such as food, clothing, benefits application assistance, job search assistance, ESL classes, credit counseling, budgeting and more. These basic services, combined with the housing payments supported by the grant, create a comprehensive program that helps dozens of low income families regain stability and avoid homelessness each year. The program is currently delivered by the Assistance Center of Collin County, who also receives ESG funding to prevent homelessness, expanding the number of residents that can be reached. On a larger scale, the City works to prevent homelessness through its continued participation and leadership in the local CoC and Collin County Homeless Coalition.

Discussion

Based on the results of the 2019 Point in Time Count, there were a total of 264 homeless persons in Plano, of which 103 were unsheltered. Providing shelter and rapid rehousing services

to persons experiencing homelessness and preventing homelessness remain priorities for the City. The City supports the CoC's efforts by providing funds for supportive services and transitional shelter for Plano's homeless population.

One year goals for the number of households to be provided housing through the use of HOPWA for:	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	n/a
Tenant-based rental assistance	n/a
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated	n/a
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	n/a
Total	n/a

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

In 2015, the City underwent an Analysis of Impediments to Fair Housing Choice (AI). The AI was contracted by a third party/outside consultant and included input gathered from public meetings, as well as subject matter expert interviews. The AI reviewed land use controls, property tax policies, zoning ordinances, building codes, fees and charges, public housing, environmental requirements, public transportation, and other factors in order to determine any barriers to affordable housing. The analysis found there were no public policies that limit or affect the return on residential investment.

While there were no public policies identified as barriers to affordable housing in the City's AI, market conditions in Plano have caused an increase in home values and rental rates over the last several years. Several large corporations have opened offices in Plano, resulting in thousands of employees relocating to Plano and the surrounding area. From 2012 to 2017, median contract rent increased by 27% in Plano, and median home values increased by 68%. Comparatively, median household income in Plano only rose 6% over the same period. These conditions have created a barrier to affordable housing, as it has become increasingly difficult for low and moderate income residents to afford their housing costs. In addition, affordable housing developers have found it increasingly difficult to purchase and develop land in Plano at a cost effective rate.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to continue to address and eliminate any potential barriers to affordable housing, the City has identified the following areas where it could take action to minimize barriers to affordable housing:

1. Develop partnerships to build and increase the number of affordable units;
2. Support and coordinate with developers for housing tax credit project applications proposed in Plano;
3. Provide homebuyer education;
4. Provide down payment assistance and closing cost assistance;
5. Maintain existing City-funded programs such as Great Update Rebate and Love Where You Live to assist homeowners to improve their homes and neighborhoods; and,
6. Make efforts to coordinate with local and regional transportation planning to ensure, to the extent practical, that affordable housing owners and tenants have access to public

transportation.

Discussion

The City remains committed to preserving and maintaining the existing stock of affordable housing, as well as increasing the number of new affordable housing units. The City regularly seeks to expand its capacity and partnership opportunities to provide affordable housing activities and will continue to seek out and support efforts that will accomplish this goal.

AP-85 Other Actions – 91.220(k)

Introduction

This section will describe the City's plans to use its 2019 programs to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The City has identified the following obstacles to meeting underserved needs:

1. Obstacle – Limited Funding

The primary obstacle to meeting underserved needs is limited federal and local funding. The needs of the community are greater than the available local and federal funds. The City will utilize general funds for public services and programs such as Great Update Rebate and Love Where You Live to assist Plano residents in maintaining their homes and neighborhoods.

The City leverages federal funds using its own general funds to award grants to local nonprofits. The Buffington Community Services Grant (BCSG) currently allocates of \$2 per capita to provide public services to Plano residents. For FY 2019, the BCSG fund is \$569,400, and 14 agencies were awarded grants.

2. Obstacle – Local Market

The limited availability of developable land at affordable prices, as well as increasing demand for housing within Plano, significantly affects opportunities for increasing supply of affordable units. Through its housing tax credit application process, the City seeks to assist developers that propose housing tax credit projects in Plano by providing resolutions of support to obtain funds through the Texas Department of Housing and Community Affairs. Additionally, as described on page 5, the City increased the maximum down payment assistance offered through its First Time Homebuyer program from \$20,000 to \$55,000 beginning in July 2018. Through its analysis of changes in the housing market over the past several years, the City determined that increasing the maximum amount of assistance to this level would increase homeownership opportunities for low and moderate income households.

Actions planned to foster and maintain affordable housing

The City plans to foster and maintain affordable housing for Plano residents by funding activities for homebuyer assistance and housing rehabilitation. The First Time Homebuyer

Program makes homes more affordable to low and moderate income residents by assisting with down payment and closing costs. The purpose of the Housing Rehabilitation program is to assist low and moderate income property owners with repairs to meet their needs for safe and decent housing. Rehabilitation is also intended to enhance, improve, and preserve neighborhoods. The City will also utilize general fund monies to preserve existing affordable housing through the Love Where You Live and Great Update Rebate Programs.

During GY 2018, the City completed a Housing Trends Analysis. The analysis identified gaps in housing needs by both type and size, with consideration given to the income level needed to obtain various types of housing. Using the results of the analysis, the City plans to develop recommendations for policies and incentives necessary to attract the type of strategic development that accurately aligns with current and future community needs.

Actions planned to reduce lead-based paint hazards

Actions taken to reduce lead-based paint will be conducted in accordance with HUD's lead-based paint regulations at 24 CFR § 35. The City of Plano Community Services Division staff attends trainings, receives lead-based paint certifications and is currently in compliance with these regulations. Lead-based paint hazards are addressed through the City's Housing Rehabilitation program and the HOME program. As homes enter these programs, they are evaluated for lead-based paint and, when necessary, such hazards are reduced or eliminated, as required by law. In addition, homes built prior to 1978 to be purchased through the First Time Homebuyer program and fail the required visual paint inspection will be tested for lead paint. If lead paint is present, the owner will be informed of the appropriate requirements to respond to the lead paint, and the purchase will not proceed with federal funds unless and until interim controls are completed.

Actions planned to reduce the number of poverty-level families

The City of Plano's anti-poverty strategy will assist in reducing the number of poverty level families by increasing access to the following programs and services:

- Programs supporting and encouraging community and neighborhood maintenance and improvements such as Housing Rehabilitation, Great Update Rebate, and Love Where You Live.
- Programs that foster economic independence for homeless and at-risk families and individuals by combining housing assistance and supportive services such as Homelessness Prevention, Texas Muslim Women's Foundation, City House, Emily's Place, The Samaritan Inn, and Hope's Door New Beginnings Center.
- Case management and information and referral services to special needs, low/moderate

income, and below poverty level families through various nonprofit organizations.

- Supplementary and emergency assistance, rental assistance, child care, health, transportation, utility assistance, and educational assistance to low/moderate income families, particularly those with special needs. Nonprofit organizations in the community provide these various forms of assistance, many of which are funded by the City.

Actions planned to develop institutional structure

It remains a priority for the City to develop and enhance an effective and efficient program delivery system for the use of federal funds. The City continues to monitor, assess and seek ways to further improve its performance. Solid relationships have been built with public institutions, private and nonprofit partners, to implement activities and projects that require multiple funding sources. Through ongoing meetings and periodic technical assistance provided by the City, all partners are encouraged to share their thoughts on how the delivery system and programs could be made improved. Additionally, the City will become a member of the Funding Information Network in July 2019. This will allow nonprofit organizations serving Plano residents free access to a data-rich online service for seeking out new funding opportunities, thereby increasing their capacity to administer social service and housing programs to Plano residents.

Actions planned to enhance coordination between public and private housing and social service agencies

To enhance coordination between public and private housing and social service agencies, the City works closely with its subrecipient agencies, which includes those listed in the proposed projects summary, as well as agencies funded by the City funded Buffington Community Services Grant. The City is also a member of multiple community groups such as the local CoC, Collin County Homeless Coalition, North Texas Regional Housing Assessment, and many others listed previously in this report. These community organizations provide networking opportunities and serve to enhance coordination between the City and public and private housing and social service agencies. City staff also provides support and information to the Community Relations Commission, a group appointed by City Council to make funding recommendations for the provision of social services and quality, affordable, and accessible housing.

Discussion

This section is optional and was left blank intentionally.

PROGRAM SPECIFIC REQUIREMENTS

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income	95.00%
Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City does not and will not engage in any form of investment using HOME funds that is not described in 24 CFR 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Recapture provisions will be utilized for households receiving assistance through the FTHB Program and/or direct assistance through HOME-funded projects, including all subrecipient and CHDO projects. The purpose of the recapture provisions is to ensure that the City will recoup all or a portion of the assistance if the housing is no longer used as a principle residence of the homeowners during the required affordability period and/or upon the earliest occurrence of one of the following triggering events:

Triggering events

The repayment of funds is required should the recapture requirement be triggered by any of the following events:

1. A sale (voluntary or involuntary) of the housing unit during the affordability period, or
2. Transfer of real estate through other forms including but not limited to transfer property as a gift and relinquishment. In this event, the homeowner shall immediately make full payment of the principle and interest on the entire principle balance of the loan as stipulated on the deed of trust and promissory note, or
3. The cessation of the property use as primary residence either by voluntary or involuntary. In this event, the homeowner shall immediately make full payment of the principle and interest on the entire principle balance of the loan as stipulated on the deed of trust and promissory note.

Amount Subject to Recapture

1. City of Plano First Time Homebuyer Program and Housing Rehabilitation Program: Acquisition, Rehabilitation, and Resale (ARR) activity only

One hundred percent (100%) of HOME funds used for down payment, closing cost, interest subsidies, or other HOME assistance provided directly to homebuyer (direct HOME subsidy) is subject to recapture provisions. The homeowner is required to repay ALL of the direct HOME subsidy and shared appreciation to the City of Plano if the housing is no longer used as a principle residence of the homeowner and/or in the event of a Triggering Event during the first 15 years. After 15 years, the loan is forgiven, and the shared equity requirements remain for an additional 15 years.

In the event that the Property depreciates its value at the time of the sale, and the proceeds are not sufficient to cover the repayment amount required, the loss is shared with the City based on the percentage equals to the percent of City's contribution of the original sales price. The amount of depreciation will be subtracted from the original shared equity down payment amount the homeowner will pay back.

In the event of property transfer through the sale of property, the City allows the seller to sell to any willing buyer at any price. Once the HOME funds and shared equity are repaid, the property is no longer subject to any HOME restrictions.

2. Subrecipient and CHDO Projects

For housing developed by a housing organization including CHDOs and subrecipients, HOME funds used to make a home affordable (direct assistance) are subject to the recapture provision and will be secured by a promissory note and deed of trust. The City will use the reduction during the affordability period method of calculation and shared net proceeds as its method of determining the amount of repayment required.

Under this method the direct HOME subsidy will be prorated and forgiven on a monthly basis. For example, a 5 year affordability period will be forgiven at the rate of 1/60 per month; 10 year affordability at 1/120 per month; and 15 year affordability at 1/180 per month. This amount will be deducted from the full direct subsidy. If the proceeds from the sale of the property are sufficient to repay the City for the portion remaining of the original direct subsidy, the City will be paid and the homeowner will receive the difference.

If the sale proceeds are insufficient to repay the City for the remaining portion of the original direct subsidy, the following calculation will be used:

$$\frac{\text{HOME Subsidy}}{(\text{HOME subsidy} + \text{Homeowner Investment})} \times \text{Net proceeds} = \text{HOME recapture}$$

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds (See 24 CFR 92.254(a)(4)) are as follows:

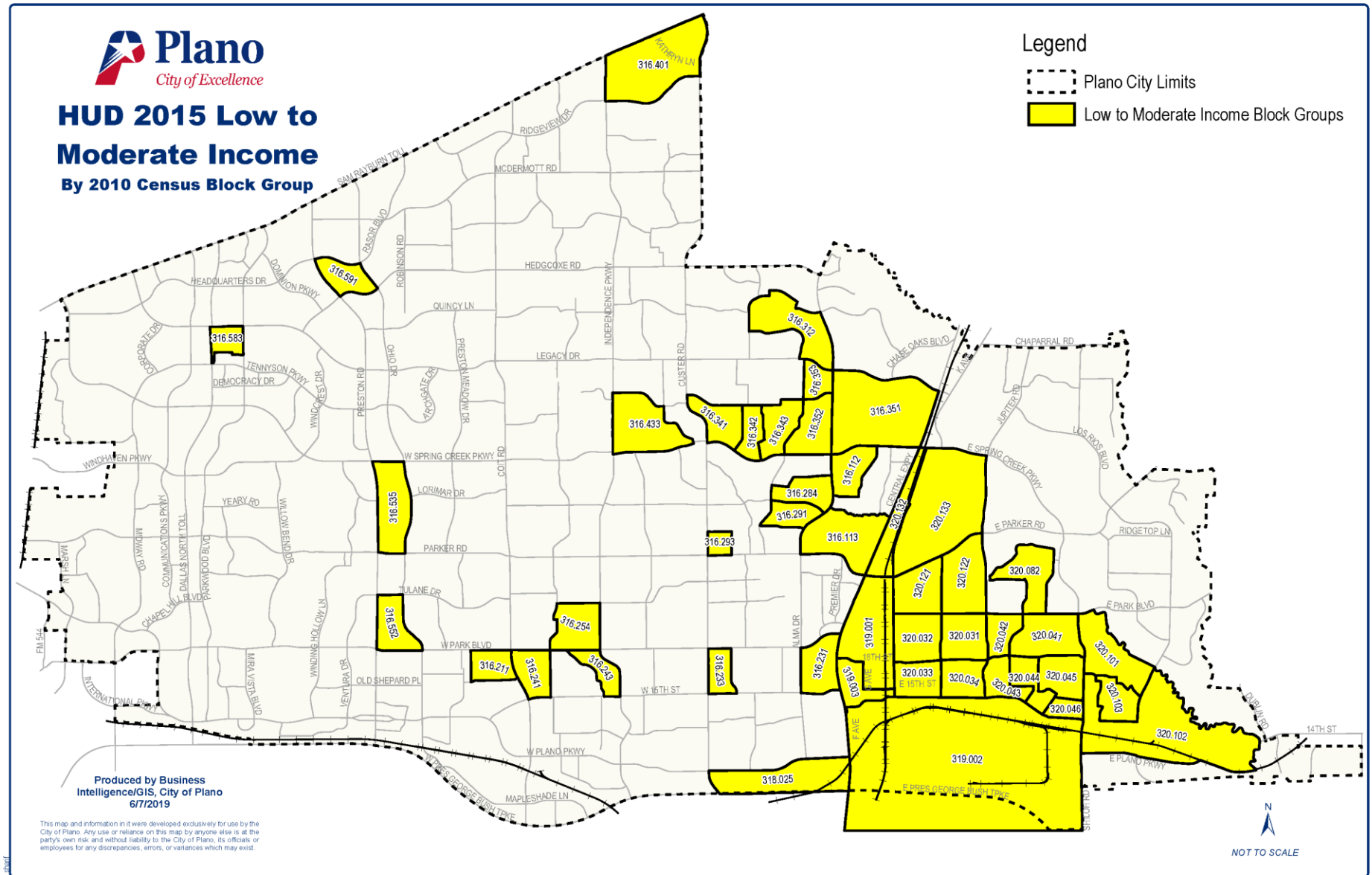
A Subordinate Deed of Trust and Promissory Note will be placed on acquisition projects utilizing City of Plano HOME funds. The following will trigger repayment of all or a portion of the HOME funds invested in the project:

- Discovery that the recipient knowingly falsified an application and was actually

- ineligible for assistance; or,
 - Homeowner moves out or sells home prior to the end of the affordability period; or,
 - Recipient fails to meet HOME requirements or regulations; or,
 - HOME-assisted property is sold to an ineligible homebuyer.
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not use HOME funds to refinance existing debt; therefore, this section is not applicable. Furthermore, the City does not intend to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds. The City does not have programs that allow the use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Appendix A: Plano Low to Moderate Income Census Tract Map





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Community Services

Department Head: Lori Schwarz

Agenda Coordinator: Nichole Adamo x8135

CAPTION

Resolution No. 2019-7-8(R): To authorize the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed \$1,864,370 under the Housing and Community Development Act and the HOME Investment Partnerships Act; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances, acting in connection with said application and providing required information; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	1,864,370	1,864,370
Balance	0	0	1,864,370	1,864,370

FUND(S): CDBG & HOME Grant Fund

COMMENTS: Approval of this resolution will allow the City of Plano to file grant applications in the amount of \$1,864,370 to provide funding in the Community Development Block Grant and HOME Investment Partnerships Program projected to impact the 2019-20 fiscal year.

SUMMARY OF ITEM

This resolution authorizes the City Manager to apply to HUD for Community Development Block Grant

(CDBG) and HOME Investment Partnership (HOME) funds.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/10/2019	Resolution

A Resolution of the City of Plano, Texas, authorizing the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed \$1,864,370 under the Housing and Community Development Act and the HOME Investment Partnerships Act; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances, acting in connection with said application and providing required information; and providing an effective date.

WHEREAS, the City of Plano is eligible to receive certain funds under the Housing and Community Development Act of 1974, as amended, in the amount of \$1,349,727 based on the 2019-2020 Community Development Block Grant budget for entitlement communities, as well as certain funds under the HOME Investment Partnerships Acts of 1990, as amended, in the amount of \$514,643 based on the 2019-2020 HOME Investment Partnerships Program grant budget for entitlement communities; and

WHEREAS, it is in the public interest of the citizens of the City of Plano that application be made for such funding; and

WHEREAS, the summary of activities to be funded by Community Development Block Grant and HOME Investment Partnerships Program has been adopted by the City of Plano as its 2019-2020 Action Plan.

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

SECTION I. The City Manager, or his authorized designee, is hereby authorized to file an application for funds, consistent with the 2019-2020 Action Plan under the Housing and Community Development Act of 1974, as amended, and the HOME Investment Partnerships Act of 1990, as amended, in an amount not to exceed \$1,864,370, on behalf of the City of Plano, Texas, and to certify to all understandings and assurances required under said Acts including, but not limited to, OMB circulars A-95 and A-102 and Federal Management Circular 74-4, the National Environmental Policy Act of 1969, the Civil Rights Act of 1964 and 1968, Executive Orders 11063 and 11246, and such other assurances and understandings as may be required.

SECTION II. The City Manager is hereby designated as the Chief Executive Officer and authorized representative of the City of Plano, Texas, for the purpose of acting in connection with the application and providing such additional information as may be required.

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

DULY PASSED AND APPROVED THIS THE 22ND DAY OF JULY, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 7/22/2019

Department: Community Services

Department Head: Lori Schwarz

Agenda Coordinator: Nichole Adamo x8135

CAPTION

Public Hearing and adoption of Resolution No. 2019-7-9(R): to authorize an amendment to the 2015 – 2019 Citizen Participation Plan for the use of U. S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds; and providing an effective date. **Conducted and Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): Grant Fund

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

In May 2018, the U.S. Department of Housing and Urban Development indefinitely suspended the Assessment of Fair Housing requirement and reinstated the requirement for local government grantees to complete an Analysis of Impediments to Fair Housing Choice (AI). The proposed amendment to the Citizen Participation Plan addresses the suspension of the AFH requirement and incorporates the pre-existing AI requirement.

Strategic Plan Goal:

Strong Local Economy, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Memo	7/11/2019	Memo
Resolution	7/11/2019	Resolution
Exhibit A - 2015-19 Amended Citizen Participation Plan	7/11/2019	Exhibit
Exhibit B - 2019 Prop Action Plan and Notice of Public Hearing	7/11/2019	Exhibit

Date: July 10, 2019

To: Mark D. Israelson, City Manager

From: Shanette Eaden, Housing and Community Services Manager

Subject: Proposed Amendment to the 2015-2019 Citizen Participation Plan

Summary

In May 2018, the U.S. Department of Housing and Urban Development indefinitely suspended the Assessment of Fair Housing requirement and reinstated the requirement for local government grantees to complete an Analysis of Impediments to Fair Housing Choice (AI). The proposed amendment to the Citizen Participation Plan addresses the suspension of the AFH requirement and incorporates the pre-existing AI requirement.

Background

The U.S. Department of Housing and Urban Development (HUD) requires entitlement communities to provide opportunities for its citizens to participate in an advisory role in the planning, administration, implementation, and assessment of its HUD Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. The Citizen Participation Plan (CPP) details the manner in which the City will engage the public when creating and/or editing plans as they relate to the use of HUD funds or the establishment of HUD regulatory documents. More specifically, the CPP states how the City will engage the public when writing or amending the Five Year Consolidated Plan of Housing and Community Development Needs (ConPlan) and Annual Action Plan. The ConPlan describes which community needs HUD funds will be used to address over a five year period, while the Annual Action Plan describes which activities listed within the ConPlan will be addressed with the annual allocation of HUD funds.

The Housing and Community Development Act of 1974, as amended, specifically requires CDBG Program grantees to certify that they will affirmatively further fair housing. As a part of the annual application to receive HUD funding, the City certifies that it will affirmatively further fair housing. The certification confirms that the City agrees to abide by the Fair Housing Act by prohibiting discrimination in housing directly or indirectly on the basis of race, color, religion, sex, national origin, age, familial status, or disability. As such, HUD requires the city to conduct an Analysis of Impediments (AI) to Fair Housing Choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

In March 2016, HUD published a new, final rule regarding the obligation to Affirmatively Further Fair Housing. The new rule replaced the AI with an Assessment of Fair Housing (AFH). The AFH is an examination and determination of: 1) fair housing data, 2) assessment of fair housing issues, and 3) identification of fair housing priorities and goals for the implementation and use of the City's HUD funds. In September 2016, the City amended its CPP to include citizen participation requirements related to the AFH.

In January 2017, the City joined nearby cities and housing authorities to conduct a regional Assessment of Fair Housing, as HUD required each AFH to include analysis of regional data. However, in May 2018,

HUD published three notices in the Federal Register that, in effect, suspended the AFH requirement indefinitely and reinstated the pre-existing requirement to complete the AI. Since the regional process was close to completion, the City continued the regional AFH as planned, and received approval from HUD that the final AFH can be submitted in place of the required AI.

The proposed amendment to the CPP indicates the suspension of the AFH requirement and includes consultation and community participation requirements for the City to follow in developing and finalizing its AI. Furthermore, language associated with the AFH will remain in the CPP since HUD has permitted the City to submit the completed AFH in place of the AI. For the AI, this proposed amendment includes the following:

- Holding at least two public hearings for the AI, one during its development and one after its publication;
- Observing a thirty (30) day comment period before the AI is finalized;
- Defining the Substantial Amendment process for amendments to the AI and the Citizen Participation Plan; and,
- Providing other guidelines for access to records, technical assistance, and complaints.

On June 16, 2019, a public hearing notice was placed in the Plano Star Courier to inform citizens of the proposed changes. No comments have been received to date.

Next Steps

If approved, the amendments to the CPP will become effective for the 2015-2019 Five Year Consolidated Plan Year that ends September 30, 2020.

xc: Jack Carr, Deputy City Manager
Lori Schwarz, Director of Neighborhood Services

A Resolution of the City of Plano, Texas, authorizing an amendment to the 2015 – 2019 Citizen Participation Plan for the use of U. S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds; and providing an effective date.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires local governments seeking federal assistance through the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) programs to develop a Citizen Participation Plan to set forth policies and procedures for citizen participation in community development activities; and

WHEREAS, on March 3, 2015, the City Council adopted Resolution No. 2015-3-15(R) approving the 2015 – 2019 Five Year Consolidated Plan that included the Citizen Participation Plan (CPP); and

WHEREAS, the CPP details the public participation process required by HUD to encourage citizen participation during the development of the Consolidated Plan, amendments thereto, and review of HUD performance reports; and

WHEREAS, on May 23, 2018, HUD published three notices in the Federal Register, indefinitely suspending the Assessment of Fair Housing requirement established under HUD's Final Rule on Affirmatively Furthering Fair Housing and reinstating the previous requirement for jurisdictions to conduct an Analysis of Impediments to Fair Housing Choice; and

WHEREAS, in order to comply with this change, an amendment to the CPP has been presented to the City Council, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, in accordance with the CPP, a public notice was published in the Plano Star Courier on Sunday, June 16, 2019, informing the public of the proposed amendment to the CPP, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the City Council held a public hearing on July 22, 2019 to receive public comments regarding the proposed amendment to the CPP; and

WHEREAS, the City Council is of the opinion that the amendment to the CPP for the 2015-2019 Five Year Consolidated Plan period should be in all things approved.

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

Section I. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section II. The amendment to the 2015-2019 Citizen Participation Plan, attached as Exhibit "A", is hereby adopted.

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

DULY PASSED AND APPROVED THIS 22ND DAY OF JULY, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY

**CITY OF PLANO PROPOSED AMENDED CITIZEN PARTICIPATION PLAN
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT and
HOME INVESTMENT PARTNERSHIPS FUNDS**

The City of Plano (City) is committed to providing opportunities for its citizens to participate in an advisory role in the planning, implementation and assessment of its U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs. In order to encourage and support participation of citizens, the City will provide adequate information, hold public hearings, and give citizens the opportunity to comment on the City's plan for implementation and assessment of federal funds.

This Citizen Participation Plan (CPP) sets forth the City's policies and procedures for citizen participation in the development of the Consolidated Plan, Annual Action Plan, Substantial Amendments, Consolidated Annual Performance and Evaluation Report (CAPER), and Assessment of Fair Housing (AFH), and Analysis of Impediments to Fair Housing Choice (AI). This CPP will ~~become effective~~ be in effect as of October 1, 2015; the first year of the City's 2015-2019 Consolidated Plan and as amended. This CPP will be posted on the City of Plano web site and hard copies will be made available for review upon request by the Community Services Division of the Neighborhood Services Department.

A. Consolidated Plan, Action Plan, Consolidated Annual Performance and Evaluation Report, Substantial Amendments, and Assessment of Fair Housing, and Analysis of Impediments to Fair Housing Choice (AI)

The Executive Summary of the Consolidated Plan will be published and made available at the City location in Section (B)(3) of this plan. The Consolidated Plan will include an Action Plan for one program year. For each year thereafter, a one-year Action Plan will be made available to the public. The CAPER will be completed and submitted to the HUD following each program year. The AI/AFH will ~~occur~~ be updated every five years with the Consolidated Plan.

1. CONSOLIDATED PLAN (CONPLAN)

- a. This document serves as the five-year plan used to apply for funding under the CDBG and HOME programs. The City will make available to citizens, public agencies and interested parties information that includes:
 - the amount of assistance the jurisdiction expects to receive, including grant funds and program income; and
 - the range of activities that may be undertaken, including the estimated amount that will benefit low/moderate income persons.

The overall goal of these programs is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities principally for low and moderate income persons.

Through this document, the City describes its plan to pursue these goals for all the community planning and development programs, as well as for housing programs during a five year period.

- b. The City will conduct at least one public hearing during the development process before the ConPlan is published and at least one public hearing after the ConPlan is published to obtain citizen's views and to respond to proposals and questions. These public hearings will be held in conjunction with the Community Relations Commission and/or City Council meetings. The Notices of the Hearing and the Hearing will follow the procedures set forth in Section C.

2. ANNUAL ACTION PLAN (AP)

- a. This document serves as the application for funding to HUD under the CDBG and HOME Programs. The AP includes the amount of assistance the City expects to receive (including grant funds and program income) from each of the federal programs and a description of the activities and related funding allocations that the City will undertake to address the needs and priorities established in the ConPlan.
- b. The City will conduct at least one public hearing during the development process before the AP is published and at least one public hearing after the AP is published to obtain citizen's views and to respond to proposals and questions. The public hearings will be held in conjunction with the Community Relations Commission and/or City Council meetings. The Notices of the Hearing and the Hearing will follow the procedures set forth in Section C.

3. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

- a. This report describes the accomplishments undertaken with federal funds during the previous year, including how funds were actually used and the extent to which these funds were used for activities that benefited low- and moderate-income residents. The fiscal year for expenditures of HUD funds begins October 1 and ends September 30 of the following year. This report will be submitted to HUD within ninety days of the close of the program year.
- b. The City will provide an opportunity to comment on the CAPER. Citizens will be given a period of not less than fifteen days prior to the submission of the CAPER to HUD to provide comments. Comments may be submitted by writing or calling the Neighborhood Services Department or as listed in the public notice. Additionally, the City will consider any oral or written comments or views of citizens received at the public hearing conducted while preparing the CAPER. A summary of these comments will be attached to the CAPER performance report.

- c. The City will conduct at least one public hearing after the CAPER is published to obtain citizen's views and to respond to questions. The public hearings will be held in conjunction with the Community Relations Commission and/or City Council meetings. The Notices of the Hearing and the Hearing will follow the procedures set forth in Section C.

4. ASSESSMENT OF FAIR HOUSING (AFH)

- a. This document serves as the City's report, goals, and actions the City will take to address significant disparities in housing needs and access to opportunity; creating integrated and balanced living patterns; transforming racially and ethnically concentrated areas of poverty into areas of opportunity; and, fostering and complying with civil rights and fair housing laws. The AFH ~~is~~ was established as a legal requirement of the City to further the purposes of the Fair Housing Act- in March 2016. However, in May 2018, HUD indefinitely suspended the requirement to complete the AFH and reinstated the requirement to complete an Analysis of Impediments to Fair Housing Choice (AI), as described under section 5 below.
- b. The City will conduct at least one public hearing during the development process before the AFH is published and at least one public hearing after the AFH is published to obtain citizen's views and to respond to proposals and questions. The public hearings will be held in conjunction with the Community Relations Commission and/or City Council meetings. The Notices of the Hearing and the Hearing will follow the procedures set forth in Section C.

5. ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI)

- a. This document identifies impediments to fair housing choice in Plano and actions the City plans to take to eliminate identified impediments. Impediments are identified through an assessment of laws, regulations, practices, and conditions that affect the location, availability, and accessibility of housing and fair housing choice for protected classes. The AI is updated at least once every five years, consistent with the ConPlan cycle.
- b. The City will conduct at least one public hearing during the development process before the AI is published and at least one public hearing after the AI is published to obtain citizen's views and to respond to proposals and questions. The public hearings will be held in conjunction with the Community Relations Commission and/or City Council meetings. The Notices of the Hearing and the Hearing will follow the procedures set forth in Section C.

6. SUBSTANTIAL AMENDMENTS

- a. The City shall amend its approved ConPlan, AP, AI/AFH, and/or CPP whenever it makes one of the following decisions:
 - 1. To make a change in ConPlan goals and objectives;
 - 2. To make a change in the method of distribution of funds;

3. To carry out an activity, using funds from any program covered by the ConPlan (including program income), not previously described in the AP;
 4. To make substantial changes in funding to an “activity” under the CDBG and HOME Programs, a substantial change is defined as an increase in funding for a particular activity of 25% or more of the original project budget even if the project is funded from multiple AP years. For example, if a project budget equals \$100,000 and the City would like to add \$9,000 to the project, no amendment would be necessary, however if the City wanted to increase the budget by \$25,000, an amendment would be necessary;
 5. To make a change in AI/AFH goals and activities; or,
 6. To make a reduction in either the minimum number of public hearings or duration of public comment periods required by the CPP.
- b. Whenever a Substantial Amendment is proposed, the amendment shall be available for public comment for a period of thirty days before submission to City Council for approval. A Substantial Amendment to the Action Plan will not be implemented until the conclusion of the thirty-day public comment period. A summary of all comments or views received in writing, or orally, during the comment period, will be included with the final Substantial Amendment.

B. PUBLISHING THE PLANS AND CAPER

1. In order to provide citizens the opportunity to participate in the development of the ConPlan, AP, and AI/AFH; the City will publish notices of public hearings as described in Section C during the development of these documents. The initial AI/AFH notice shall reference and make available to the public any HUD-provided data and other supplemental information the City plans to incorporate into its AI/AFH.
2. In order to provide citizens the opportunity to examine the plans and comment on the proposed ConPlan, AP, and CAPER once developed, the City will publish a notice of at least one public hearing as described in Section C during the comment period or before adoption. The notice will describe the plan and availability of the draft documents.
3. The ConPlan, AP, CAPER, AI/AFH, Substantial Amendments, and CPP will be posted on the City of Plano website. In addition, drafts and final copies will be made available for review at the following location:

City of Plano
 Neighborhood Services Department
 7501-A Independence Parkway

C. PUBLIC HEARINGS AND PUBLIC COMMENTS

1. PUBLIC HEARINGS

- a. The City will hold at least two public hearings, one during development of the plans and one after publication, to obtain citizens' views on the ConPlan, AP, and AI/AFH. These public hearings will provide interested parties with the following:
 - i. A forum for citizens and groups to provide the City with information on housing and community development needs; and,
 - ii. The amount of funds the City expects to receive from HUD for the implementation of the CDBG and HOME Programs, as well as program income, through activities under these programs, as part of the preparation of the AP.
- b. The City will hold at least one public hearing after publication of the CAPER to obtain citizens' views and comments.

2. PUBLIC COMMENT PERIODS

- a. A thirty (30) day comment period will be held for citizens to make comments on proposed ConPlans, APs, AIs/AFHs, and Substantial Amendments. A fifteen (15) day comment period will be held for the proposed CAPER.
- b. No plan or amendment will implemented until the conclusion of each public comment period. All comments or views of citizens received in writing, or orally at public hearings, if any, will be considered by the City before implementing the proposed changes. A summary of citizen comments will be kept on file and with the final corresponding document.

3. GENERAL GUIDELINES

- a. Public hearings will be held at either the Community Relations Commission meetings or the City of Plano City Council meetings. Public hearings will be held at accessible locations as specified in the notice. Accommodations for disabled individuals are available upon request of at least 24 hours prior to the meeting. Also, Spanish-speaking personnel are present at these meetings upon request and, upon request from other non-English speaking residents; efforts will be made to have personnel fluent in the respective language present at these meetings.
- b. All public hearing locations will be wheelchair accessible and accommodations for sign interpretive services can be made available if requested 48 hours in advance of meetings. The notices shall be published

in English in the Plano Star Courier.

- c. Access to Records: Upon request, the City will make available information and records relating to the ConPlan, AP, and AI/AFH during the preceding five years. The City and Neighborhood Services Department website will be updated with basic information and final HUD-approved plans and documents.
- d. Technical Assistance: Upon request, the City will provide technical assistance to groups representative of persons of low and moderate income to comment on the AI/AFH, or to develop proposals for funding assistance under any of the programs discussed in the ConPlan.
- e. Complaints: Any resident with a complaint regarding the ConPlan, AP, CAPER, AI/AFH, or Substantial Amendment may submit their concern in writing to the City of Plano Neighborhood Services Department c/o Community Services Manager. The City shall provide a timely, substantive written response to each complaint within 15 working days, where practicable.

4. NOTICE OF PUBLIC HEARINGS AND COMMENT PERIODS

- a. In order to provide citizens the opportunity to participate in the development and proposed ConPlan, AP, CAPER, AI/AFH, and Substantial Amendments; the City will publish notices of public hearings, public comment periods, and notices of availability of these draft documents in the Plano Star Courier, a newspaper of general circulation.
- b. The notice of the time, place, and purpose of the public hearings and comment periods will be published as a display ad, in a non-legal section of the newspaper. Public hearing will be held only after there has been adequate notice (at least 14 days).
- c. Public hearings will be held only after there has been adequate notice (at least 14 days). Additionally, the City Council agenda items that are the official proposed actions taken by the City Council will be published 72 hours prior to action taken by the City Council and are available on the City's website at: www.plano.gov.

5. COMMENTS RECEIVED DURING THE PUBLIC HEARINGS AND DURING THE COMMENT PERIOD

- a. When the City publishes its notice of the proposed use of the funds and the comment period, the city shall include the address of where to send written comments.

- b. The notice will also include the name, telephone number and e-mail address of a City staff person.
- c. The City shall consider all comments received during public hearings and the comment period. A summary of these comments or views and the determination of the acceptance or non-acceptance and reasons for the non-acceptance will be kept on file with the corresponding final document.

6. ACCESS TO HEARINGS AND MEETINGS

- a. The City shall provide citizens with reasonable and timely access to public hearings.
- b. All public notices for public hearings will include the following language for citizens with disabilities: “The Plano Municipal Building 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. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the Neighborhood Services Department at (972) 208-8150.”
- c. All public notices will include a HUD-approved Fair Housing logo.

D. ANTI-DISPLACEMENT

Following the approval of the ConPlan and APs, the City of Plano will review all projects recommended for funding to identify those activities that will result in the displacement of residents.

The City’s overall goal is to minimize displacement of its residents. However, when displacement is unavoidable, before any formal action is taken by the City to displace an individual, the City will notify, in writing, those residents who will be displaced and outline the types of services available through the City. The City will comply with all requirements of the Uniform Relocation Assistance Act, and will not displace any resident unless suitable, safe, decent and sanitary housing is available. All replacement units will be inspected to ensure suitability. Residents who must relocate will be provided with counseling assistance and referrals to replacement housing. In the event that a resident disagrees with the need for displacement, he or she may make an appeal in writing to the City of Plano’s Neighborhood Services Department.

CITY OF PLANO
NOTICE OF PUBLIC HEARING AND COMMENT FOR 2019-2020 ACTION PLAN
AND PROPOSED AMENDMENT TO THE CITIZEN PARTICIPATION PLAN
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT AND
HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT FUNDS

Publication Date: June 16, 2019

ACTION PLAN

In October 2019, the City of Plano anticipates receiving from the U.S. Department of Housing and Urban Development (HUD), \$1,349,727 in Community Development Block Grant (CDBG) funds and \$514,643 in HOME Investment Partnerships (HOME) funds. The City also anticipates receiving \$120,000 in CDBG program income and \$6,750 in HOME program income during the period of October 1, 2019 to September 30, 2020 (Grant Year 2019).

The purpose of the CDBG and HOME programs is to support and perform activities that primarily benefit low and moderate income persons. Total HUD funds in the amount of \$1,913,923 will be used to fund activities during Grant Year 2019. An additional \$77,197 was not allocated by the Community Relations Commission (CRC) and will be used to fund activities during Grant Year 2020. Based on the goals and objectives of the City's HUD Consolidated Plan, the CRC has recommended the following CDBG and HOME activities:

2019-2020 ACTION PLAN			
1.	Housing Rehabilitation	Proposed Amount	CDBG: \$849,782
			CDBG Program Income: \$120,000
			HOME: \$133,982
			HOME Program Income: \$6,750
<p>This program provides low-interest rehabilitation and reconstruction loans to low and moderate income renter and owner-occupied households. Terms of loans are based on need and ability to repay. The program also provides for emergency repair grants and acquisition, rehabilitation, and resale of single-family homes to low and moderate income homebuyers. The program is administered at 7501-A Independence Parkway, Plano, TX 75025, and activity locations are city-wide.</p>			
2.	First Time Homebuyer Assistance and Education	Proposed Amount	CDBG: \$10,000
			HOME: \$252,000
<p>This program provides down payment and closing cost assistance to low and moderate income families purchasing homes in Plano. Assistance amount is based on the buyer's level of income and requires completion of homeownership counseling. The program is administered at 7501-A Independence Parkway, Plano, TX 75025, and activity locations are city-wide.</p>			
3.	Homelessness Prevention	Proposed Amount	CDBG: \$122,000
<p>This program will provide rent or mortgage payments and utility assistance for low income families in Plano who are at risk of homelessness. The activity is located at and administered by the Assistance Center of Collin County at 900 18th Street, Plano, TX 75074.</p>			
4.	Texas Muslim Women's Foundation	Proposed Amount	CDBG: \$44,545
<p>This program will provide supportive services including case management, counseling, emergency shelter, and transitional housing to women who are victims of domestic violence. The program location is confidential.</p>			

5.	Boys & Girls Clubs of Collin County	Proposed Amount	CDBG:	\$53,455
This program will provide after-school and summer programs to help low income Plano children enhance their academic success, nutrition, character, and leadership. The activity location is at the Douglass Community Center, 1111 H Avenue, Plano, TX 75074.				
6.	Grant Administration	Proposed Amount	CDBG:	\$269,945
			HOME:	\$51,464
Grant administration includes planning, coordination, and monitoring of the CDBG and HOME programs, as well as fair housing promotion, services, and counseling. The activity location is 7501-A Independence Parkway, Plano, TX 75025.				
7.	Affordable Housing Expansion	Proposed Amount	HOME:	\$77,197
Activities may include: Purchasing and developing residential lots for new construction of affordable housing units; acquisition, rehabilitation and resale; and homeowner-occupied housing rehabilitation. All activities will serve low and moderate income families. Funds are expected to be allocated on October 1, 2020 to a Community Housing Development Organization (CHDO). No CHDOs applied for Grant Year 2019 funding.				
TOTAL CDBG and HOME RECOMMENDED: \$1,991,120				

It is estimated that at least 95% of all funds to be expended will benefit low and moderate income persons. None of the proposed CDBG and HOME activities are expected to directly or indirectly result in displacement of persons. Should any displacement occur, the City has a plan to assist displaced persons that conforms to the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

CITIZEN PARTICIPATION PLAN

The City of Plano is committed to providing its citizens opportunities to participate in the planning, implementation, and assessment of the use of funds received from HUD. The City's Citizen Participation Plan (CPP) sets forth the policies and procedures for citizens to participate in the use of HUD funds by providing public notice, holding public hearings, and opening public comment periods. The City must follow the processes set forth in the CPP before finalizing and submitting reports to HUD. The CPP applies to the following for utilizing HUD funds: 1) Five Year Consolidated Plan, 2) Annual Action Plan, 3) Consolidated Annual Performance and Evaluation Report, 4) Substantial Amendments, and 5) Assessment of Fair Housing (AFH).

PROPOSED AMENDMENT TO CITIZEN PARTICIPATION PLAN

In March 2016, HUD published a new, final rule regarding the obligation to Affirmatively Further Fair Housing. The new rule replaced the Analysis of Impediments to Fair Housing (AI) with an Assessment of Fair Housing (AFH). The AFH is an examination and determination of: 1) fair housing data, 2) assessment of fair housing issues, and 3) identification of fair housing priorities and goals for the implementation and use of the City's HUD funds. In June 2016, the City amended its CPP to include citizen participation requirements related to the AFH. In May 2018, HUD published three notices in the Federal Register that, in effect, suspended the AFH requirement indefinitely and reinstated the pre-existing requirement to complete the AI.

The proposed amendment to the CPP indicates the suspension of the AFH requirement and includes consultation and community participation requirements for the City to follow in developing and finalizing its AI. For the AI, this proposed amendment includes the following:

- Holding at least two public hearings for the AI, one during its development and one after its publication;
- Observing a thirty (30) day comment period before the AI is finalized;
- Defining the Substantial Amendment process for amendments to the AI and the Citizen Participation Plan; and,
- Providing other guidelines for access to records, technical assistance, and complaints.

PUBLIC COMMENTS

A public comment period will be open from June 17, 2019 to July 22, 2019. The public may review the Action Plan and Proposed Amendment to the Citizen Participation Plan in-person at the Neighborhood Services Department, 7501-A Independence Parkway, Plano, TX 75025. City department office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The Action Plan and the Proposed Amendment to the Citizen Participation Plan may also be reviewed online at <https://plano.gov/660/Housing-Urban-Development-HUD-Grants>.

Comments regarding the Action Plan and Proposed Amendment should be directed to Shanette Eaden, Housing and Community Services Manager, 7501-A Independence Parkway, Plano, TX 75025, Phone: (972) 208-8150, Email: shanettee@plano.gov. Comments received by 5:00 p.m. on Monday, July 22, 2019, will be provided to City Council. Comments may also be made at the public hearing (see below). Comments received after the public hearing will not be sent to HUD.

PUBLIC HEARING

The Action Plan and Proposed Amendment to the Citizen Participation Plan will be reviewed by City Council, and the public may comment at a public hearing on Monday, July 22, 2019, to be held at 7:00 p.m. in the Council Chambers of the Plano Municipal Center, 1520 K Ave, Plano, TX 75074.

ACCESSIBILITY STATEMENT

The Plano Municipal Building 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. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the Neighborhood Services Department at (972) 208-8150.

